



City of Gulfport, Mississippi

Agenda City Council

2309 15th Street
Gulfport, MS 39501

Tuesday, July 18, 2023

1:30 PM

*Gulfport City Hall
Council Chambers*

1:30 P.M. Invocation, Pledge of Allegiance, Call to Order

Agenda Order Confirmation or adjustment of the agenda order

Presentation Agenda

- Mayor's Report

Policy Issues

Code Enforcement / Planning

- 1 Code Enforcement Hearing - on resolution to declare that certain properties are in such a state of uncleanness as to be a menace to the public health, safety and welfare of the community and to authorize advertisements for bids and lot clean-ups and/or demolitions.
- 2 Final Plat - approval of a 164-lot townhome subdivision (Highland Lake Townhomes Phase 1) on tax parcel zoned R-B - located at Ollie Road - Case # 2306PC063 - Ward 6.
- 3 Acceptance for Perpetual Maintenance - High Point Subdivision, Phase 1 - Water and Sewer Only Warranty Period.
- 4 Motion to Reconsider - Planning Commission Approval Denial - request for medical cannabis dispensary - Zoned B-2 (General Business) - located at 2159 East Pass Road Suite A - Case # 2304PC031 - Ward 2 - with Appeal. (originally considered on July 5, 2023 as Item 3)

Ordinances

- 5 Ordinance - amending Ordinance No. 3272 concerning Small Trash Collectors, and for related purposes.

-
- 6 Ordinance - amending Chapter 5 of the Code of Ordinances to provide for licensing and regulation of mobile food vendors, and for related purposes.
 - 7 Ordinance - amending various sections of Appendix A to the City of Gulfport Code of Ordinances (Section I and IV(a)(9) of Appendix A) - Case # 2305PC060.
 - 8 Ordinance - providing for the salary of compensation for one (1) "Accounts Payable Supervisor" position, and for related purposes.

Resolutions

- 9 Resolution - determining that Paratech Strut Systems as produced and provided by NAFECO are sole source items, and for related purposes.
- 10 Resolution - approving Agreement with Carter Green Investments, LLC, for use of real property for parking for Gulfport's 125th Birthday Celebration, and for related purposes.
- 11 Resolution - approving Award to and Engineering Services Contract with Covington Civil & Environmental, LLC, for Engineering Services in connection with the Richards Bayou Dredging Project (Tidelands Grant), and for related purposes.
- 12 Resolution - approving Award to H2O Innovation Operation and Maintenance, Inc., for Residential and Light Commercial Collection, Transportation and Disposal of Trash Waste, subject to final contract term negotiation, and for related purposes.
- 13 Resolution - approving Award to J.P. Morgan Chase for municipal Credit Card Services, and for related purposes.
- 14 Resolution - approving Lease Agreement with South Mississippi Business Machines of Gulfport, Inc., concerning copier/printer rental for the Public Works/Engineering Department, and for related purposes.
- 15 Resolution - approving Amendment No. 1 to Professional Services Agreement with Sports Facility Advisory, LLC, concerning the Sportsplex, and for related purposes.
- 16 Resolution - approving Sub-Award Agreement with the Mississippi Department of Environmental Quality concerning the Mississippi Infrastructure Modernization Act - Paving Infrastructure Project, and for related purposes.
- 17 Resolution - authorizing an expenditure (in the form of a fee waiver) for advertising and bringing into favorable notice the opportunities, possibilities and resources of the City of Gulfport in connection with Rock the Bald Event, and for related purposes.

- 18** Resolution - authorizing the 2024 Mississippi Gulf Coast Restoration Fund Grant Program, and for related purposes.
- 19** Resolution - authorizing negotiations to acquire easements and related interests and to do any acts necessary and legal, including prosecution in Special Court of Eminent Domain, to obtain title for the City under Miss. Code Ann. Sec. 11-27-81, et seq., and, if necessary, to expedite the "Interconnecting Gulfport Project", authorizing special checks to acquire the property interests stated herein, and for related purposes. (All Easements)
- 20** Resolution - authorizing negotiations to acquire right of way and related interests and to do any acts necessary and legal, including prosecution in Special Court of Eminent Domain, to obtain title for the city under Miss. Code Ann. Sec. 11-27-81, et seq., and, if necessary, to expedite the "Interconnecting Gulfport Project", to authorize special checks to acquire the property interests stated herein, and for related purposes. (all parcels)
- 21** Resolution - authorizing negotiations to acquire real property and related interests and to do any acts necessary and legal, including prosecution in Special Court of Eminent Domain, to obtain title for the city under Miss. Code Ann. Sec. 11-27-81, et seq., and, if necessary, to expedite the "Interconnecting Gulfport Project", to authorize special checks to acquire the property interests stated herein, and for related purposes (Babin).
- 22** Resolution - authorizing negotiations to acquire real property and related interests and to do any acts necessary and legal, including prosecution in Special Court of Eminent Domain, to obtain title for the city under Miss. Code Ann. Sec. 11-27-81, et seq., and, if necessary, to expedite the "Interconnecting Gulfport Project", to authorize special checks to acquire the property interests stated herein, and for related purposes (Land Trust).
- 23** Resolution - authorizing release of ingress/egress easement and acceptance of ingress/egress and drainage easements from Northpark Holdings, LLC, and for related purposes.
- 24** Resolution - authorizing relief sought by IB Investments, LLC, in Harrison County Chancery Court Cause No. 15-1785(2), and for related purposes.
- 25** Resolution - approving the temporary closure of municipal right of way for Gulfport's 125th Birthday Celebration, and for related purposes.
- 26** Resolution - reconfirming and extending the status of a State of Emergency due to the impacts of Hurricane Zeta on the City of Gulfport, and for related purposes.
- 27** Resolution - reconfirming and extending the status of a State of Emergency due to the impacts of Hurricane Ida on the City of Gulfport, and for related purposes.

Budget Amendments / Docket of Claims

- 28 Budget Amendment #93 - funding Engineering Contract with Covington Civil & Environmental, LLC for the Richards Bayou Dredge Project 23030.
- 29 Docket of Claims - to be approved through July 19, 2023.

Routine Agenda

- 30 Acknowledgment - of previously approved and subsequently executed Agreements, Contracts, and/or Documents - to be made a part of the minutes.
- 31 Code Enforcement Notice(s) - to be made a part of the minutes.
- 32 Legal Notice - advertisement for Engineering Services for the MCWI Grant funded Citywide Lift Station Rehabilitation Project.
- 33 Legal Notice - advertisement for Engineering Services for the MCWI Grant funded Debuys Road Sewer Pump Station Force Main connection at West Biloxi Wastewater Treatment Plant Project.
- 34 Legal Notice - advertisement for Engineering Services for MCWI Grant funded Mississippi Infrastructure Modernization Act - Paving Infrastructure.
- 35 Legal Notice - advertisement for Engineering Services for the MCWI funded North Gulfport Wastewater Treatment Plant - headworks and sand filters.
- 36 Legal Notice - advertisement for Emergency Management Services.
- 37 Legal Notice - advertisement for Ground Maintenance Services.
- 38 Letter - regarding bid awarded by Purchasing to CDW, LLC. for Ninja Pro Software - Information Systems - to be made a part of the minutes.
- 39 Letter - regarding bid awarded by Purchasing to Momar, Inc. for Grape Degreaser restock - Public Works Department - to be made a part of the minutes.

Public Agenda

- **Citizen Forum - Up to thirty minutes shall be allowed for public input with a three minute time limit on each speaker.**

Council Comments

Memorial Adjournment

Executive Session

Setting of Next Meeting and Adjournment

TABLE OF CONTENTS

WARD 2

PARCEL	LOCATION	OWNER
0811A-03-027.000	2407 BULLIS AVE	FORTIS DEVELOPMENT, LLC
0911D-04-003.001	817 25TH ST	DIAZ ADELAIDA N

WARD 3

PARCEL	LOCATION	OWNER
0810E-01-041.000	INDIANA AVE	STATE OF MISS
0810D-03-035.000	INDIANA AVE	WRIGHT BILL & MARY J -EST-
0811F-05-028.000	2407 22ND ST	HARTFIELD GEORGE D SR
0811C-03-053.000	2224 24TH AVE	DREHER WILLIAM W JR
0911D-02-068.000	704 24TH ST	HARLEY SOUTH PROPERTIES LLC
0810E-03-069.000	INDIANA AVE	ANDERSON MARIA
0811B-04-054.000	1701 24TH ST	PETERSON RE HOLDINGS LLC

WARD 4

PARCEL	LOCATION	OWNER
1010E-02-007.000	1115 BRIDGE ST	PETERS STEVEN D
0910B-03-028.000	4701 JEFFERSON AVE	MOHIUDDIN JAVED & YASMIN Q

WARD 6

PARCEL	LOCATION	OWNER
0908K-01-006.002	2304 COTTONWOOD DR	WISNIEWSKI MAUDIE S
0908L-02-015.012	130 FAUST DR	SHARP KEVIN EUGENE

**CODE ENFORCEMENT DIVISION**

P.O. Box "S"

Gulfport, MS 39502-1780

Phone: 228-868-5718

Gulfport Police Department

2210 15th St.

Gulfport, MS 39501

June 28, 2023

CURRIE EDWARD H III
2407 BULLIS AVE
GULFPORT, MS 39501

Reference: Tax Parcel Number: 0811A-03-027.000
2407 BULLIS AVE

As the City of Gulfport works to ensure a safe and healthy environment for our citizens and visitors, it is sometimes necessary to request the help of private property owners to improve the safety, health and appearance of our City. As a part of ongoing efforts, Code Enforcement personnel recently conducted a visual inspection of the above noted property. As a result, violations of one or more of the following laws, statutes, codes or ordinances were identified: Section 21-19-11 (Miss Code Ann. 1972 as amended), the International Property Maintenance Code (IPMC), and applicable Municipal Ordinances. The violations are as follows and based on the violations identified, the City requests that you take the following corrective actions:

Violation(s):	Corrective Actions Required:
OVERGROWN PROPERTY, IPMC 302.4	CUT & CLEAN THE PROPERTY
WEEDS, VINES, TREE OR LIMBS	REMOVE WEEDS, VINES, LIMBS, TR
TRASH & DEBRIS, IPMC 308.1	REMOVE/HAUL OFF TRASH & DEBRIS
EXT MAINTENANCE, IPMC 304.1	MAKE NECESSARY REPAIRS
UNSAFE STRUCTURE, MS 21-19-11	BRING BLDG UP TO CODE OR DEMO

The City is asking that you please take the above actions within the next FOURTEEN (14) days to prevent further action as set out in the paragraph below.

NOTICE OF HEARING

If you have not taken the above noted corrective actions within the 14 days provided, you are hereby given notice of and invited to attend a public hearing before the Gulfport City Council on, 07/18/2023 at 1:30 PM on the 2nd Floor of Gulfport's City Hall, 2309 15th Street, on the violations set forth above. At this hearing, the City Council will be asked to adjudicate that the subject property is in a state of uncleanness or a menace to the public health, safety and welfare of the community. This adjudication will also authorize the City of Gulfport to re-enter the property for a period of one (1) year without any further hearings if notice is posted on this property and at City Hall on the first floor, 2309 15th Street, Gulfport, MS at least seven (7) days prior to re-entering the property for resolution of the same type of violation. In addition, the City Council will be asked to authorize advertisement for bids to perform the necessary corrective actions. All costs incurred will be assessed to your property taxes and/or posted to the county Judgment Rolls. Please contact our office at (228) 868-5718, if you have any questions about this letter or if the requested corrective actions are taken within the Fourteen (14) day period in order to avoid our proceeding with a public hearing on your property.

Respectfully yours,

Josh Troutman

Josh Troutman - CODE ENFORCEMENT
cc: Mayor Billy Hewes
Council Member: RON ROLAND

Case Number: 11077

**CODE ENFORCEMENT DIVISION**

P.O. Box "S"

Gulfport, MS 39502-1780

Phone: 228-868-5718

Gulfport Police Department

2210 15th St.

Gulfport, MS 39501

June 28, 2023

FORTIS DEVELOPMENT, LLC
18 EAST 52ND ST
GULFPORT, MS 39507

Reference: Tax Parcel Number: 0811A-03-027.000
2407 BULLIS AVE

As the City of Gulfport works to ensure a safe and healthy environment for our citizens and visitors, it is sometimes necessary to request the help of private property owners to improve the safety, health and appearance of our City. As a part of ongoing efforts, Code Enforcement personnel recently conducted a visual inspection of the above noted property. As a result, violations of one or more of the following laws, statutes, codes or ordinances were identified: Section 21-19-11 (Miss Code Ann. 1972 as amended), the International Property Maintenance Code (IPMC), and applicable Municipal Ordinances. The violations are as follows and based on the violations identified, the City requests that you take the following corrective actions:

Violation(s):	Corrective Actions Required:
OVERGROWN PROPERTY, IPMC 302.4	CUT & CLEAN THE PROPERTY
WEEDS, VINES, TREE OR LIMBS	REMOVE WEEDS, VINES, LIMBS, TR
TRASH & DEBRIS, IPMC 308.1	REMOVE/HAUL OFF TRASH & DEBRIS
EXT MAINTENANCE, IPMC 304.1	MAKE NECESSARY REPAIRS
UNSAFE STRUCTURE, MS 21-19-11	BRING BLDG UP TO CODE OR DEMO

The City is asking that you please take the above actions within the next FOURTEEN (14) days to prevent further action as set out in the paragraph below.

NOTICE OF HEARING

If you have not taken the above noted corrective actions within the 14 days provided, you are hereby given notice of and invited to attend a public hearing before the Gulfport City Council on, 07/18/2023 at 1:30 PM on the 2nd Floor of Gulfport's City Hall, 2309 15th Street, on the violations set forth above. At this hearing, the City Council will be asked to adjudicate that the subject property is in a state of uncleanness or a menace to the public health, safety and welfare of the community. This adjudication will also authorize the City of Gulfport to re-enter the property for a period of one (1) year without any further hearings if notice is posted on this property and at City Hall on the first floor, 2309 15th Street, Gulfport, MS at least seven (7) days prior to re-entering the property for resolution of the same type of violation. In addition, the City Council will be asked to authorize advertisement for bids to perform the necessary corrective actions. All costs incurred will be assessed to your property taxes and/or posted to the county Judgment Rolls. Please contact our office at (228) 868-5718, if you have any questions about this letter or if the requested corrective actions are taken within the Fourteen (14) day period in order to avoid our proceeding with a public hearing on your property.

Respectfully yours,

Josh Troutman

Josh Troutman - CODE ENFORCEMENT
cc: Mayor Billy Hewes
Council Member: RON ROLAND

Case Number: 11077

**CODE ENFORCEMENT DIVISION**

P.O. Box "S"

Gulfport, MS 39502-1780

Phone: 228-868-5718

Gulfport Police Department

2210 15th St.

Gulfport, MS 39501

June 28, 2023

FORTIS DEVELOPMENT, LLC
2407 BULLIS AVE
GULFPORT, MS 39501

Reference: Tax Parcel Number: 0811A-03-027.000
2407 BULLIS AVE

As the City of Gulfport works to ensure a safe and healthy environment for our citizens and visitors, it is sometimes necessary to request the help of private property owners to improve the safety, health and appearance of our City. As a part of ongoing efforts, Code Enforcement personnel recently conducted a visual inspection of the above noted property. As a result, violations of one or more of the following laws, statutes, codes or ordinances were identified: Section 21-19-11 (Miss Code Ann. 1972 as amended), the International Property Maintenance Code (IPMC), and applicable Municipal Ordinances. The violations are as follows and based on the violations identified, the City requests that you take the following corrective actions:

Violation(s):	Corrective Actions Required:
OVERGROWN PROPERTY, IPMC 302.4	CUT & CLEAN THE PROPERTY
WEEDS, VINES, TREE OR LIMBS	REMOVE WEEDS, VINES, LIMBS, TR
TRASH & DEBRIS, IPMC 308.1	REMOVE/HAUL OFF TRASH & DEBRIS
EXT MAINTENANCE, IPMC 304.1	MAKE NECESSARY REPAIRS
UNSAFE STRUCTURE, MS 21-19-11	BRING BLDG UP TO CODE OR DEMO

The City is asking that you please take the above actions within the next FOURTEEN (14) days to prevent further action as set out in the paragraph below.

NOTICE OF HEARING

If you have not taken the above noted corrective actions within the 14 days provided, you are hereby given notice of and invited to attend a public hearing before the Gulfport City Council on, 07/18/2023 at 1:30 PM on the 2nd Floor of Gulfport's City Hall, 2309 15th Street, on the violations set forth above. At this hearing, the City Council will be asked to adjudicate that the subject property is in a state of uncleanness or a menace to the public health, safety and welfare of the community. This adjudication will also authorize the City of Gulfport to re-enter the property for a period of one (1) year without any further hearings if notice is posted on this property and at City Hall on the first floor, 2309 15th Street, Gulfport, MS at least seven (7) days prior to re-entering the property for resolution of the same type of violation. In addition, the City Council will be asked to authorize advertisement for bids to perform the necessary corrective actions. All costs incurred will be assessed to your property taxes and/or posted to the county Judgment Rolls. Please contact our office at (228) 868-5718, if you have any questions about this letter or if the requested corrective actions are taken within the Fourteen (14) day period in order to avoid our proceeding with a public hearing on your property.

Respectfully yours,

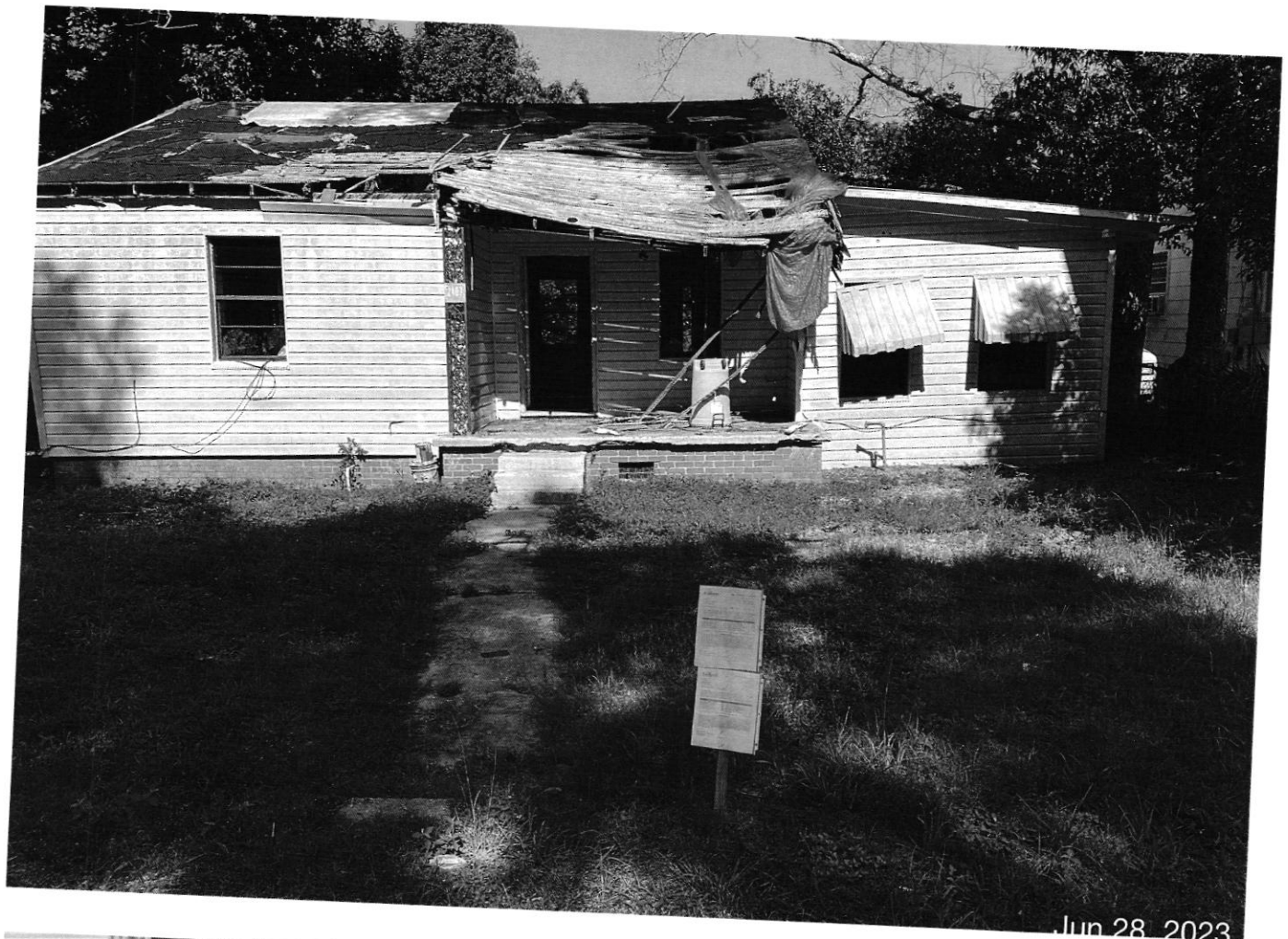
Josh Troutman

Josh Troutman - CODE ENFORCEMENT

cc: Mayor Billy Hewes

Council Member: RON ROLAND

Case Number: 11077



Jun 28, 2023



CODE ENFORCEMENT DIVISION
P.O. Box "S"
Gulfport, MS 39502-1780
Phone: 228-868-5718
Gulfport Police Department
2210 15th St.
Gulfport, MS 39501

June 28, 2023

FORTIS DEVELOPMENT, LLC
18 EAST 52ND ST
GULFPORT, MS 39507

Reference: Tax Parcel Number: 0811A-03-027.000
2407 BULLIS AVE

As the City of Gulfport works to ensure a safe and healthy environment for our citizens and visitors, it is sometimes necessary to request the help of private property owners to improve the safety, health and appearance of our City. As a part of ongoing efforts, Code Enforcement personnel recently conducted a visual inspection of the above noted property. As a result, violations of one or more of the following laws, statutes, codes or ordinances were identified: Section 21-19-11 (Miss Code Ann. 1972 as amended), the International Property Maintenance Code (IPMC), and applicable Municipal Ordinances. The violations are as follows and based on the violations identified, the City requests that you take the following corrective actions:

Violation(s):	Corrective Actions Required:
OVERGROWN PROPERTY, IPMC 302.4	CUT & CLEAN THE PROPERTY
WEEDS, VINES, TREE OR LIMBS	REMOVE WEEDS, VINES, LIMBS, TR
TRASH & DEBRIS, IPMC 308.1	REMOVE/HAUL OFF TRASH & DEBRIS
EXT MAINTENANCE, IPMC 304.1	MAKE NECESSARY REPAIRS
UNSAFE STRUCTURE, MS 21-19-11	BRING BLDG UP TO CODE OR DEMO

The City is asking that you please take the above actions within the next FOURTEEN (14) days to prevent further action as set out in the paragraph below.

NOTICE OF HEARING

If you have not taken the above noted corrective actions within the 14 days provided, you are hereby given notice of and invited to attend a public hearing before the Gulfport City Council on, 07/18/2023 at 1:30 PM on the 2nd Floor of Gulfport's City Hall, 2309 15th Street, on the violations set forth above. At this hearing, the City Council will be asked to adjudicate that the subject property is in a state of uncleanness or a menace to the public health, safety and welfare of the community. This adjudication will also authorize the City of Gulfport to re-enter the property for a period of one (1) year without any further hearings if notice is posted on this property and at City Hall on the first floor, 2309 15th Street, Gulfport, MS at least seven (7) days prior to re-entering the property for resolution of the same type of violation. In addition, the City Council will be asked to authorize advertisement for bids to perform the necessary corrective actions. All costs incurred will be assessed to your property taxes and/or posted to the county Judgment Rolls. Please contact our office at (228) 868-5718, if you have any questions about this letter or if the requested corrective actions are taken within the Fourteen (14) day period in order to avoid our proceeding with a public hearing on your property.

Respectfully yours,

Josh Troutman
Josh Troutman - CODE ENFORCEMENT
cc: Mayor Billy Hewes
Council Member RON ROLAND

Case Number: 11077

Jun 28, 2023



June 28, 2023

CURRIE EDWARD H III
2407 BULLIS AVE
GULFPORT, MS 39501

CODE ENFORCEMENT DIVISION

P.O. Box "S"
Gulfport, MS 39502-1780
Phone: 228-868-5718
Gulfport Police Department
2210 15th St.
Gulfport, MS 39501

Reference: Tax Parcel Number: 0811A-03-027.000
2407 BULLIS AVE

As the City of Gulfport works to ensure a safe and healthy environment for our citizens and visitors, it is sometimes necessary to request the help of private property owners to improve the safety, health and appearance of our City. As a part of ongoing efforts, Code Enforcement personnel recently conducted a visual inspection of the above noted property. As a result, violations of one or more of the following laws, statutes, codes or ordinances were identified: Section 21-19-11 (Miss Code Ann. 1972 as amended), the International Property Maintenance Code (IPMC), and applicable Municipal Ordinances. The violations are as follows and based on the violations identified, the City requests that you take the following corrective actions:

Violation(s):	Corrective Actions Required:
OVERGROWN PROPERTY, IPMC 302.4	CUT & CLEAN THE PROPERTY
WEEDS, VINES, TREE OR LIMBS	REMOVE WEEDS, VINES, LIMBS, TR
TRASH & DEBRIS, IPMC 308.1	REMOVE/HAUL OFF TRASH & DEBRIS
EXT MAINTENANCE, IPMC 304.1	MAKE NECESSARY REPAIRS
UNSAFE STRUCTURE, MS 21-19-11	BRING BLDG UP TO CODE OR DEMO

The City is asking that you please take the above actions within the next FOURTEEN (14) days to prevent further action as set out in the paragraph below.

NOTICE OF HEARING

If you have not taken the above noted corrective actions within the 14 days provided, you are hereby given notice of and invited to attend a public hearing before the Gulfport City Council on, 07/18/2023 at 1:30 PM on the 2nd Floor of Gulfport's City Hall, 2309 15th Street, on the violations set forth above. At this hearing, the City Council will be asked to adjudicate that the subject property is in a state of uncleanness or a menace to the public health, safety and welfare of the community. This adjudication will also authorize the City of Gulfport to re-enter the property for a period of one (1) year without any further hearings if notice is posted on this property and at City Hall on the first floor, 2309 15th Street, Gulfport, MS at least seven (7) days prior to re-entering the property for resolution of the same type of violation. In addition, the City Council will be asked to authorize advertisement for bids to perform the necessary corrective actions. All costs incurred will be assessed to your property taxes and/or posted to the county Judgment Rolls. Please contact our office at (228) 868-5718, if you have any questions about this letter or if the requested corrective actions are taken within the Fourteen (14) day period in order to avoid our proceeding with a public hearing on your property.

Respectfully yours,

Josh Troutman

Josh Troutman - CODE ENFORCEMENT
cc: Mayor Billy Hewes
Council Member: RON ROLAND

Case Number: 11077

Jun 28, 2023



Jun 28, 2023

**CODE ENFORCEMENT DIVISION**

P.O. Box "S"

Gulfport, MS 39502-1780

Phone: 228-868-5718

Gulfport Police Department

2210 15th St.

Gulfport, MS 39501

June 30, 2023

DIAZ ADELAIDA N
12050 PRUDIE CIRCLE
GULFPORT, MS 39503

Reference: Tax Parcel Number: 0911D-04-003.001
817 25TH ST

As the City of Gulfport works to ensure a safe and healthy environment for our citizens and visitors, it is sometimes necessary to request the help of private property owners to improve the safety, health and appearance of our City. As a part of ongoing efforts, Code Enforcement personnel recently conducted a visual inspection of the above noted property. As a result, violations of one or more of the following laws, statutes, codes or ordinances were identified: Section 21-19-11 (Miss Code Ann. 1972 as amended), the International Property Maintenance Code (IPMC), and applicable Municipal Ordinances. The violations are as follows and based on the violations identified, the City requests that you take the following corrective actions:

Violation(s):	Corrective Actions Required:
OVERGROWN PROPERTY, IPMC 302.4	CUT & CLEAN THE PROPERTY
WEEDS, VINES, TREE OR LIMBS	REMOVE WEEDS, VINES, LIMBS, TR
TRASH & DEBRIS, IPMC 308.1	REMOVE/HAUL OFF TRASH & DEBRIS
PROHIBITED DEBRIS, SEC. 4-174	REMOVE PROHIBITED ITEMS
VACANT STRUCTURE, IPMC 301.3	BOARD UP AND SECURE OPENINGS

The City is asking that you please take the above actions within the next FOURTEEN (14) days to prevent further action as set out in the paragraph below.

NOTICE OF HEARING

If you have not taken the above noted corrective actions within the 14 days provided, you are hereby given notice of and invited to attend a public hearing before the Gulfport City Council on, 07/18/2023 at 1:30 PM on the 2nd Floor of Gulfport's City Hall, 2309 15th Street, on the violations set forth above. At this hearing, the City Council will be asked to adjudicate that the subject property is in a state of uncleanness or a menace to the public health, safety and welfare of the community. This adjudication will also authorize the City of Gulfport to re-enter the property for a period of one (1) year without any further hearings if notice is posted on this property and at City Hall on the first floor, 2309 15th Street, Gulfport, MS at least seven (7) days prior to re-entering the property for resolution of the same type of violation. In addition, the City Council will be asked to authorize advertisement for bids to perform the necessary corrective actions. All costs incurred will be assessed to your property taxes and/or posted to the county Judgment Rolls. Please contact our office at (228) 868-5718, if you have any questions about this letter or if the requested corrective actions are taken within the Fourteen (14) day period in order to avoid our proceeding with a public hearing on your property.

Respectfully yours,

Josh Troutman

Josh Troutman - CODE ENFORCEMENT

cc: Mayor Billy Hewes

Council Member: RON ROLAND

Case Number: 11501

**CODE ENFORCEMENT DIVISION**

P.O. Box "S"

Gulfport, MS 39502-1780

Phone: 228-868-5718

Gulfport Police Department

2210 15th St.

Gulfport, MS 39501

June 30, 2023

DIAZ ADELAIDA N
817 25TH ST
GULFPORT, MS 39501

Reference: Tax Parcel Number: 0911D-04-003.001
817 25TH ST

As the City of Gulfport works to ensure a safe and healthy environment for our citizens and visitors, it is sometimes necessary to request the help of private property owners to improve the safety, health and appearance of our City. As a part of ongoing efforts, Code Enforcement personnel recently conducted a visual inspection of the above noted property. As a result, violations of one or more of the following laws, statutes, codes or ordinances were identified: Section 21-19-11 (Miss Code Ann. 1972 as amended), the International Property Maintenance Code (IPMC), and applicable Municipal Ordinances. The violations are as follows and based on the violations identified, the City requests that you take the following corrective actions:

Violation(s):	Corrective Actions Required:
OVERGROWN PROPERTY, IPMC 302.4	CUT & CLEAN THE PROPERTY
WEEDS, VINES, TREE OR LIMBS	REMOVE WEEDS, VINES, LIMBS, TR
TRASH & DEBRIS, IPMC 308.1	REMOVE/HAUL OFF TRASH & DEBRIS
PROHIBITED DEBRIS, SEC. 4-174	REMOVE PROHIBITED ITEMS
VACANT STRUCTURE, IPMC 301.3	BOARD UP AND SECURE OPENINGS

The City is asking that you please take the above actions within the next FOURTEEN (14) days to prevent further action as set out in the paragraph below.

NOTICE OF HEARING

If you have not taken the above noted corrective actions within the 14 days provided, you are hereby given notice of and invited to attend a public hearing before the Gulfport City Council on, 07/18/2023 at 1:30 PM on the 2nd Floor of Gulfport's City Hall, 2309 15th Street, on the violations set forth above. At this hearing, the City Council will be asked to adjudicate that the subject property is in a state of uncleanness or a menace to the public health, safety and welfare of the community. This adjudication will also authorize the City of Gulfport to re-enter the property for a period of one (1) year without any further hearings if notice is posted on this property and at City Hall on the first floor, 2309 15th Street, Gulfport, MS at least seven (7) days prior to re-entering the property for resolution of the same type of violation. In addition, the City Council will be asked to authorize advertisement for bids to perform the necessary corrective actions. All costs incurred will be assessed to your property taxes and/or posted to the county Judgment Rolls. Please contact our office at (228) 868-5718, if you have any questions about this letter or if the requested corrective actions are taken within the Fourteen (14) day period in order to avoid our proceeding with a public hearing on your property.

Respectfully yours,

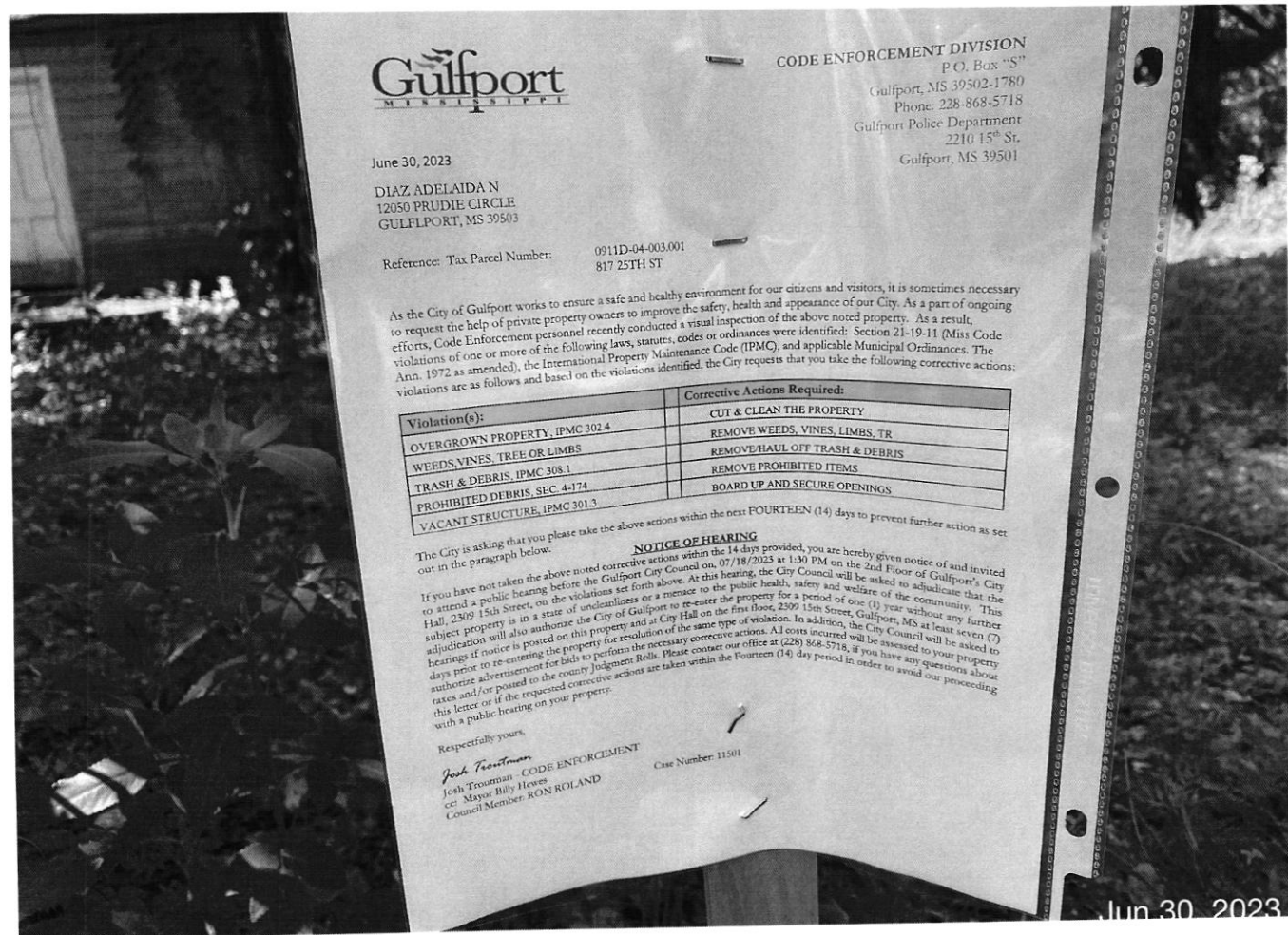
Josh Troutman

Josh Troutman - CODE ENFORCEMENT

cc: Mayor Billy Hewes

Council Member: RON ROLAND

Case Number: 11501



CODE ENFORCEMENT DIVISION
P.O. Box "S"
Gulfport, MS 39502-1780
Phone: 228-868-5718
Gulfport Police Department
2210 15th St.
Gulfport, MS 39501

June 30, 2023

DIAZ ADELAIDA N
12050 PRUDIE CIRCLE
GULFPORT, MS 39503

Reference: Tax Parcel Number: 0911D-04-003.001
817 25TH ST

As the City of Gulfport works to ensure a safe and healthy environment for our citizens and visitors, it is sometimes necessary to request the help of private property owners to improve the safety, health and appearance of our City. As a part of ongoing efforts, Code Enforcement personnel recently conducted a visual inspection of the above noted property. As a result, violations of one or more of the following laws, statutes, codes or ordinances were identified: Section 21-19-11 (Miss Code Ann. 1972 as amended), the International Property Maintenance Code (IPMC), and applicable Municipal Ordinances. The violations are as follows and based on the violations identified, the City requests that you take the following corrective actions:

Violation(s):	Corrective Actions Required:
OVERGROWN PROPERTY, IPMC 302.4	CUT & CLEAN THE PROPERTY
WEEDS, VINES, TREE OR LIMBS	REMOVE WEEDS, VINES, LIMBS, TR
TRASH & DEBRIS, IPMC 308.1	REMOVE HAUL OFF TRASH & DEBRIS
PROHIBITED DEBRIS, SEC. 4-174	REMOVE PROHIBITED ITEMS
VACANT STRUCTURE, IPMC 301.3	BOARD UP AND SECURE OPENINGS

The City is asking that you please take the above actions within the next FOURTEEN (14) days to prevent further action as set out in the paragraph below.

NOTICE OF HEARING

If you have not taken the above noted corrective actions within the 14 days provided, you are hereby given notice of and invited to attend a public hearing before the Gulfport City Council on 07/18/2023 at 1:30 PM on the 2nd Floor of Gulfport's City Hall, 2309 15th Street, on the violations set forth above. At this hearing, the City Council will be asked to adjudicate that the subject property is in a state of uncleanness or a menace to the public health, safety and welfare of the community. This adjudication will also authorize the City of Gulfport to re-enter the property for a period of one (1) year without any further hearings if notice is posted on this property and at City Hall on the first floor, 2309 15th Street, Gulfport, MS at least seven (7) days prior to re-entering the property for resolution of the same type of violation. In addition, the City Council will be asked to authorize advertisement for bids to perform the necessary corrective actions. All costs incurred will be assessed to your property taxes and/or posted to the county Judgment Rolls. Please contact our office at (228) 868-5718, if you have any questions about this letter or if the requested corrective actions are taken within the Fourteen (14) day period in order to avoid our proceeding with a public hearing on your property.

Respectfully yours,

Josh Troutman
Josh Troutman - CODE ENFORCEMENT
cc: Mayor Billy Hovey
Council Member: RON ROLAND

Case Number: 11501

Jun 30 2023

**CODE ENFORCEMENT DIVISION**

P.O. Box "S"

Gulfport, MS 39502-1780

Phone: 228-868-5718

Gulfport Police Department

2210 15th St.

Gulfport, MS 39501

June 30, 2023

ANDERSON MARIA
29972 SOUTH CAFE LINE RD
ALBANY, LA 70711

Reference: Tax Parcel Number: 0810E-03-069.000
INDIANA AVE

As the City of Gulfport works to ensure a safe and healthy environment for our citizens and visitors, it is sometimes necessary to request the help of private property owners to improve the safety, health and appearance of our City. As a part of ongoing efforts, Code Enforcement personnel recently conducted a visual inspection of the above noted property. As a result, violations of one or more of the following laws, statutes, codes or ordinances were identified: Section 21-19-11 (Miss Code Ann. 1972 as amended), the International Property Maintenance Code (IPMC), and applicable Municipal Ordinances. The violations are as follows and based on the violations identified, the City requests that you take the following corrective actions:

Violation(s):	Corrective Actions Required:
OVERGROWN PROPERTY, IPMC 302.4	CUT & CLEAN THE PROPERTY
WEEDS,VINES, TREE OR LIMBS	REMOVE WEEDS, VINES, LIMBS, TR
TRASH & DEBRIS, IPMC 308.1	REMOVE/HAUL OFF TRASH & DEBRIS

The City is asking that you please take the above actions within the next FOURTEEN (14) days to prevent further action as set out in the paragraph below.

NOTICE OF HEARING

If you have not taken the above noted corrective actions within the 14 days provided, you are hereby given notice of and invited to attend a public hearing before the Gulfport City Council on, 07/18/2023 at 1:30 PM on the 2nd Floor of Gulfport's City Hall, 2309 15th Street, on the violations set forth above. At this hearing, the City Council will be asked to adjudicate that the subject property is in a state of uncleanness or a menace to the public health, safety and welfare of the community. This adjudication will also authorize the City of Gulfport to re-enter the property for a period of one (1) year without any further hearings if notice is posted on this property and at City Hall on the first floor, 2309 15th Street, Gulfport, MS at least seven (7) days prior to re-entering the property for resolution of the same type of violation. In addition, the City Council will be asked to authorize advertisement for bids to perform the necessary corrective actions. All costs incurred will be assessed to your property taxes and/or posted to the county Judgment Rolls. Please contact our office at (228) 868-5718, if you have any questions about this letter or if the requested corrective actions are taken within the Fourteen (14) day period in order to avoid our proceeding with a public hearing on your property.

Respectfully yours,

Jeremy Perry - CODE ENFORCEMENT

cc: Mayor Billy Hewes

Council Member: ELLA HOLMES-HINES

Case Number: 11528



**CODE ENFORCEMENT DIVISION**

P.O. Box "S"

Gulfport, MS 39502-1780

Phone: 228-868-5718

Gulfport Police Department

2210 15th St.

Gulfport, MS 39501

July 3, 2023

PITTMAN GREGORY
3601 MEADOWLARK DR
GULFPORT, MS 39501

Reference: Tax Parcel Number: 0810E-01-041.000
INDIANA AVE

As the City of Gulfport works to ensure a safe and healthy environment for our citizens and visitors, it is sometimes necessary to request the help of private property owners to improve the safety, health and appearance of our City. As a part of ongoing efforts, Code Enforcement personnel recently conducted a visual inspection of the above noted property. As a result, violations of one or more of the following laws, statutes, codes or ordinances were identified: Section 21-19-11 (Miss Code Ann. 1972 as amended), the International Property Maintenance Code (IPMC), and applicable Municipal Ordinances. The violations are as follows and based on the violations identified, the City requests that you take the following corrective actions:

Violation(s):	Corrective Actions Required:
TRASH & DEBRIS, IPMC 308.1	REMOVE/HAUL OFF TRASH & DEBRIS

The City is asking that you please take the above actions within the next FOURTEEN (14) days to prevent further action as set out in the paragraph below.

NOTICE OF HEARING

If you have not taken the above noted corrective actions within the 14 days provided, you are hereby given notice of and invited to attend a public hearing before the Gulfport City Council on, 07/18/2023 at 1:30 PM on the 2nd Floor of Gulfport's City Hall, 2309 15th Street, on the violations set forth above. At this hearing, the City Council will be asked to adjudicate that the subject property is in a state of uncleanliness or a menace to the public health, safety and welfare of the community. This adjudication will also authorize the City of Gulfport to re-enter the property for a period of one (1) year without any further hearings if notice is posted on this property and at City Hall on the first floor, 2309 15th Street, Gulfport, MS at least seven (7) days prior to re-entering the property for resolution of the same type of violation. In addition, the City Council will be asked to authorize advertisement for bids to perform the necessary corrective actions. All costs incurred will be assessed to your property taxes and/or posted to the county Judgment Rolls. Please contact our office at (228) 868-5718, if you have any questions about this letter or if the requested corrective actions are taken within the Fourteen (14) day period in order to avoid our proceeding with a public hearing on your property.

Respectfully yours,

Tyler Wales

Tyler Wales - CODE ENFORCEMENT

cc: Mayor Billy Hewes

Council Member: ELLA HOLMES-HINES

Case Number: 11352

**CODE ENFORCEMENT DIVISION**

P.O. Box "S"

Gulfport, MS 39502-1780

Phone: 228-868-5718

Gulfport Police Department

2210 15th St.

Gulfport, MS 39501

July 3, 2023

PITTMAN GREGORY
INDIANA AVE
GULFPORT, MS 39501

Reference: Tax Parcel Number: 0810E-01-041.000
INDIANA AVE

As the City of Gulfport works to ensure a safe and healthy environment for our citizens and visitors, it is sometimes necessary to request the help of private property owners to improve the safety, health and appearance of our City. As a part of ongoing efforts, Code Enforcement personnel recently conducted a visual inspection of the above noted property. As a result, violations of one or more of the following laws, statutes, codes or ordinances were identified: Section 21-19-11 (Miss Code Ann. 1972 as amended), the International Property Maintenance Code (IPMC), and applicable Municipal Ordinances. The violations are as follows and based on the violations identified, the City requests that you take the following corrective actions:

Violation(s):	Corrective Actions Required:
TRASH & DEBRIS, IPMC 308.1	REMOVE/HAUL OFF TRASH & DEBRIS

The City is asking that you please take the above actions within the next FOURTEEN (14) days to prevent further action as set out in the paragraph below.

NOTICE OF HEARING

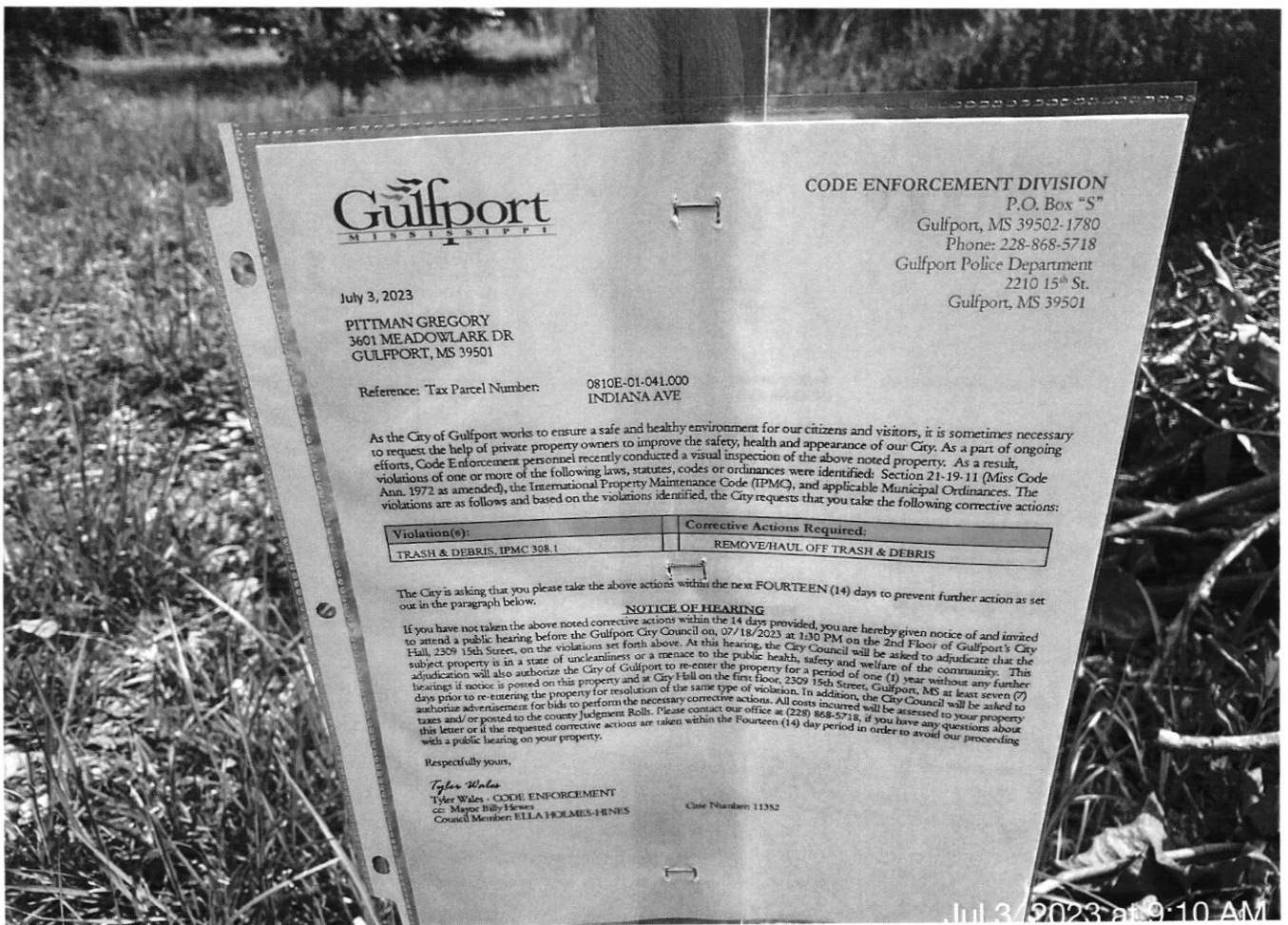
If you have not taken the above noted corrective actions within the 14 days provided, you are hereby given notice of and invited to attend a public hearing before the Gulfport City Council on, 07/18/2023 at 1:30 PM on the 2nd Floor of Gulfport's City Hall, 2309 15th Street, on the violations set forth above. At this hearing, the City Council will be asked to adjudicate that the subject property is in a state of uncleanness or a menace to the public health, safety and welfare of the community. This adjudication will also authorize the City of Gulfport to re-enter the property for a period of one (1) year without any further hearings if notice is posted on this property and at City Hall on the first floor, 2309 15th Street, Gulfport, MS at least seven (7) days prior to re-entering the property for resolution of the same type of violation. In addition, the City Council will be asked to authorize advertisement for bids to perform the necessary corrective actions. All costs incurred will be assessed to your property taxes and/or posted to the county Judgment Rolls. Please contact our office at (228) 868-5718, if you have any questions about this letter or if the requested corrective actions are taken within the Fourteen (14) day period in order to avoid our proceeding with a public hearing on your property.

Respectfully yours,

Tyler Wales

Tyler Wales - CODE ENFORCEMENT
cc: Mayor Billy Hewes
Council Member: ELLA HOLMES-HINES

Case Number: 11352



**CODE ENFORCEMENT DIVISION**

P.O. Box "S"

Gulfport, MS 39502-1780

Phone: 228-868-5718

Gulfport Police Department

2210 15th St.

Gulfport, MS 39501

July 3, 2023

WRIGHT BILL & MARY J -EST-
623 S 37TH ST
RICHMONDO, CA 94804

Reference: Tax Parcel Number: 0810D-03-035.000
INDIANA AVE

As the City of Gulfport works to ensure a safe and healthy environment for our citizens and visitors, it is sometimes necessary to request the help of private property owners to improve the safety, health and appearance of our City. As a part of ongoing efforts, Code Enforcement personnel recently conducted a visual inspection of the above noted property. As a result, violations of one or more of the following laws, statutes, codes or ordinances were identified: Section 21-19-11 (Miss Code Ann. 1972 as amended), the International Property Maintenance Code (IPMC), and applicable Municipal Ordinances. The violations are as follows and based on the violations identified, the City requests that you take the following corrective actions:

Violation(s):	Corrective Actions Required:
TRASH & DEBRIS, IPMC 308.1	REMOVE/HAUL OFF TRASH & DEBRIS

The City is asking that you please take the above actions within the next FOURTEEN (14) days to prevent further action as set out in the paragraph below.

NOTICE OF HEARING

If you have not taken the above noted corrective actions within the 14 days provided, you are hereby given notice of and invited to attend a public hearing before the Gulfport City Council on, 07/18/2023 at 1:30 PM on the 2nd Floor of Gulfport's City Hall, 2309 15th Street, on the violations set forth above. At this hearing, the City Council will be asked to adjudicate that the subject property is in a state of uncleanness or a menace to the public health, safety and welfare of the community. This adjudication will also authorize the City of Gulfport to re-enter the property for a period of one (1) year without any further hearings if notice is posted on this property and at City Hall on the first floor, 2309 15th Street, Gulfport, MS at least seven (7) days prior to re-entering the property for resolution of the same type of violation. In addition, the City Council will be asked to authorize advertisement for bids to perform the necessary corrective actions. All costs incurred will be assessed to your property taxes and/or posted to the county Judgment Rolls. Please contact our office at (228) 868-5718, if you have any questions about this letter or if the requested corrective actions are taken within the Fourteen (14) day period in order to avoid our proceeding with a public hearing on your property.

Respectfully yours,

Tyler Wales

Tyler Wales - CODE ENFORCEMENT

cc: Mayor Billy Hewes

Council Member: ELLA HOLMES-HINES

Case Number: 11370



CODE ENFORCEMENT DIVISION

P.O. Box "S"

Gulfport, MS 39502-1780

Phone: 228-868-5718

Gulfport Police Department

2210 15th St.

Gulfport, MS 39501

July 3, 2023

WRIGHT BILL & MARY J -EST-
INDIANA

GULFPORT, MS 39501

Reference: Tax Parcel Number: 0810D-03-035.000
INDIANA AVE

As the City of Gulfport works to ensure a safe and healthy environment for our citizens and visitors, it is sometimes necessary to request the help of private property owners to improve the safety, health and appearance of our City. As a part of ongoing efforts, Code Enforcement personnel recently conducted a visual inspection of the above noted property. As a result, violations of one or more of the following laws, statutes, codes or ordinances were identified: Section 21-19-11 (Miss Code Ann. 1972 as amended), the International Property Maintenance Code (IPMC), and applicable Municipal Ordinances. The violations are as follows and based on the violations identified, the City requests that you take the following corrective actions:

Violation(s):	Corrective Actions Required:
TRASH & DEBRIS, IPMC 308.1	REMOVE/HAUL OFF TRASH & DEBRIS

The City is asking that you please take the above actions within the next FOURTEEN (14) days to prevent further action as set out in the paragraph below.

NOTICE OF HEARING

If you have not taken the above noted corrective actions within the 14 days provided, you are hereby given notice of and invited to attend a public hearing before the Gulfport City Council on, 07/18/2023 at 1:30 PM on the 2nd Floor of Gulfport's City Hall, 2309 15th Street, on the violations set forth above. At this hearing, the City Council will be asked to adjudicate that the subject property is in a state of uncleanliness or a menace to the public health, safety and welfare of the community. This adjudication will also authorize the City of Gulfport to re-enter the property for a period of one (1) year without any further hearings if notice is posted on this property and at City Hall on the first floor, 2309 15th Street, Gulfport, MS at least seven (7) days prior to re-entering the property for resolution of the same type of violation. In addition, the City Council will be asked to authorize advertisement for bids to perform the necessary corrective actions. All costs incurred will be assessed to your property taxes and/or posted to the county Judgment Rolls. Please contact our office at (228) 868-5718, if you have any questions about this letter or if the requested corrective actions are taken within the Fourteen (14) day period in order to avoid our proceeding with a public hearing on your property.

Respectfully yours,

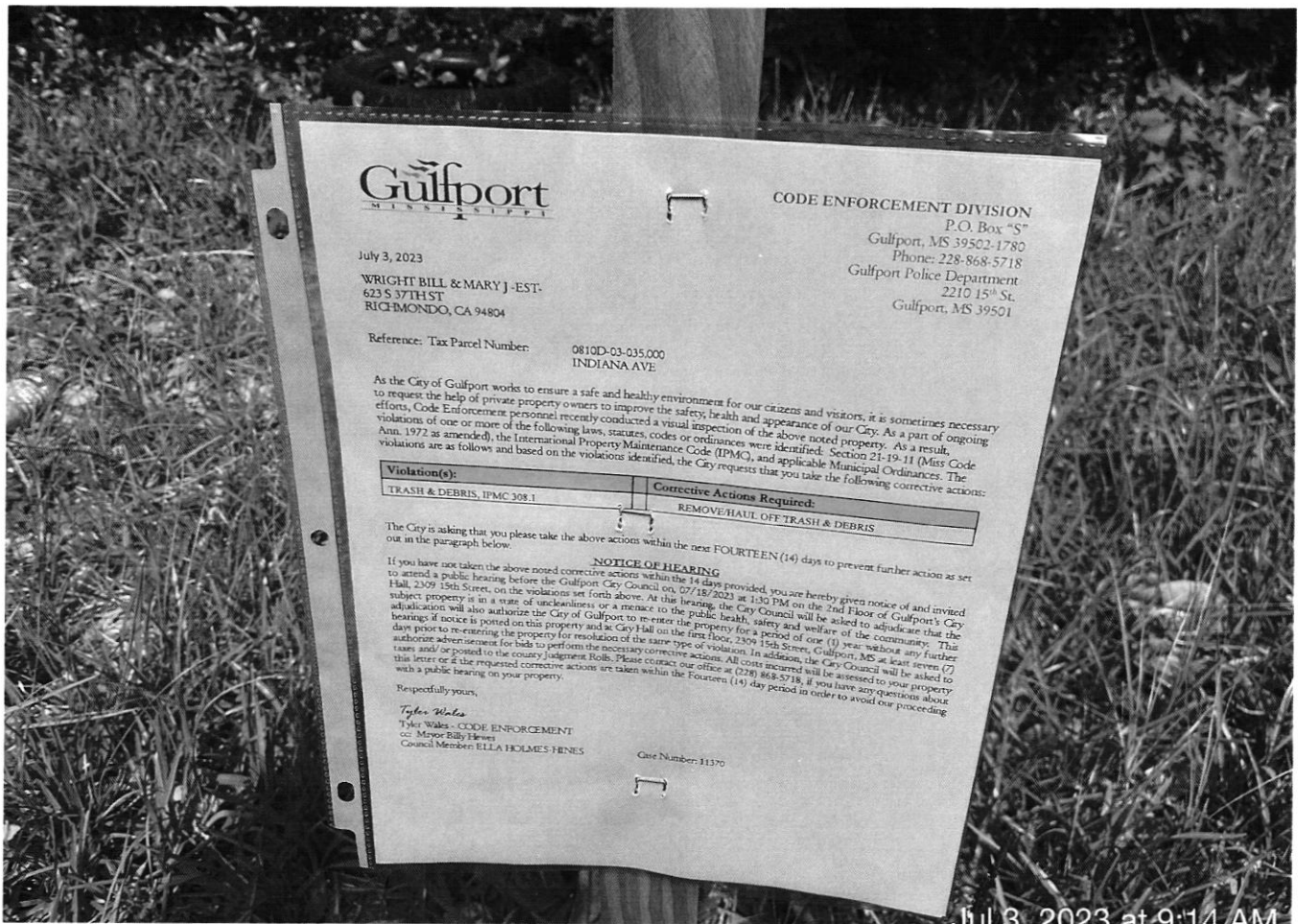
Tyler Wales

Tyler Wales - CODE ENFORCEMENT

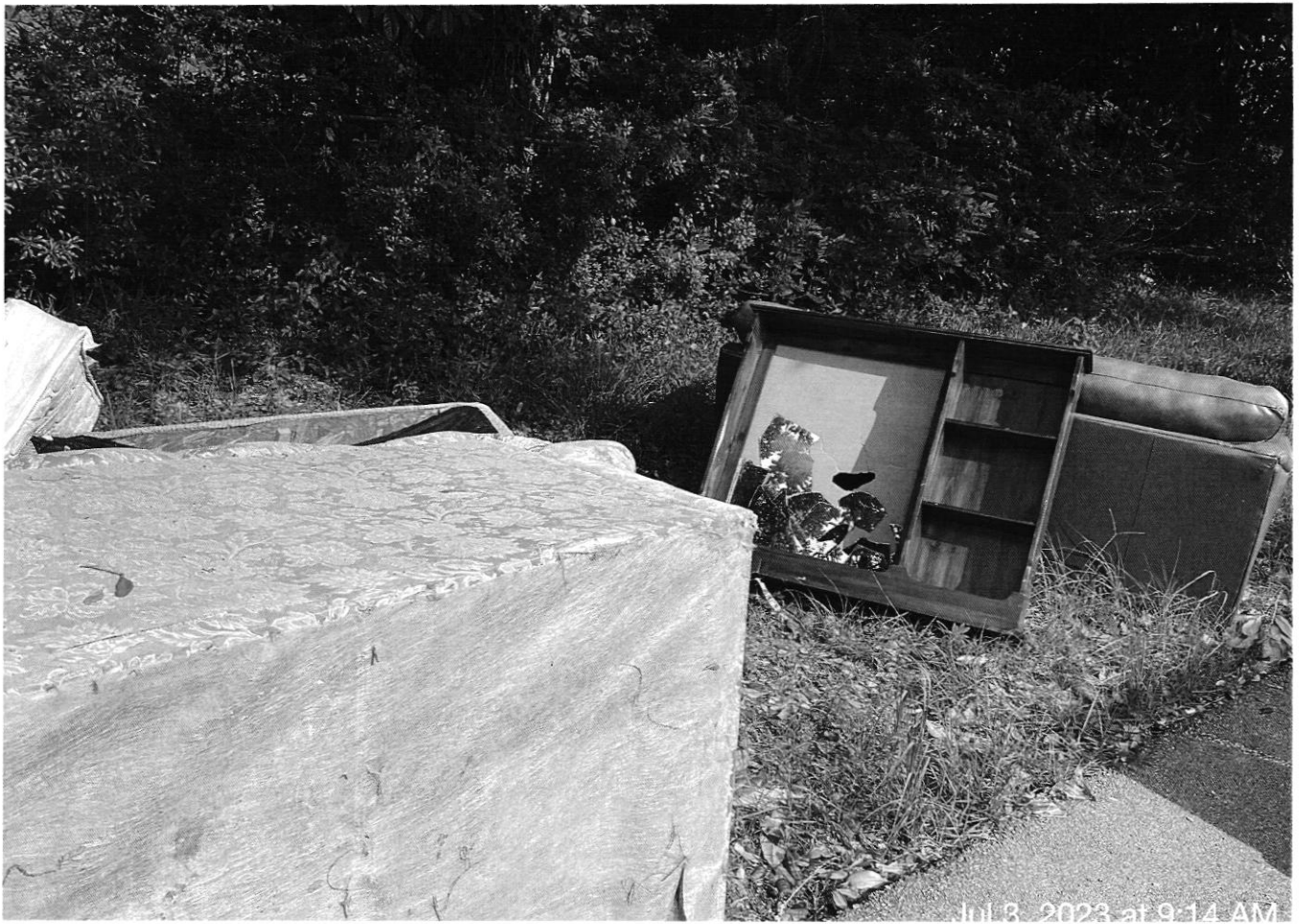
cc: Mayor Billy Hewes

Council Member: ELLA HOLMES-HINES

Case Number: 11370







**CODE ENFORCEMENT DIVISION**

P.O. Box "S"
Gulfport, MS 39502-1780
Phone: 228-868-5718
Gulfport Police Department
2210 15th St.
Gulfport, MS 39501

June 26, 2023

HARTFIELD GEORGE D SR
1325 28TH AVE
GULFPORT, MS 39501

Reference: Tax Parcel Number: 0811F-05-028.000
2407 22ND ST

As the City of Gulfport works to ensure a safe and healthy environment for our citizens and visitors, it is sometimes necessary to request the help of private property owners to improve the safety, health and appearance of our City. As a part of ongoing efforts, Code Enforcement personnel recently conducted a visual inspection of the above noted property. As a result, violations of one or more of the following laws, statutes, codes or ordinances were identified: Section 21-19-11 (Miss Code Ann. 1972 as amended), the International Property Maintenance Code (IPMC), and applicable Municipal Ordinances. The violations are as follows and based on the violations identified, the City requests that you take the following corrective actions:

Violation(s):	Corrective Actions Required:
OVERGROWN PROPERTY, IPMC 302.4	CUT & CLEAN THE PROPERTY
WEEDS,VINES, TREE OR LIMBS	REMOVE WEEDS, VINES, LIMBS, TR
TRASH & DEBRIS, IPMC 308.1	REMOVE/HAUL OFF TRASH & DEBRIS
VACANT STRUCTURE, IPMC 301.3	BOARD UP AND SECURE OPENINGS

The City is asking that you please take the above actions within the next FOURTEEN (14) days to prevent further action as set out in the paragraph below.

NOTICE OF HEARING

If you have not taken the above noted corrective actions within the 14 days provided, you are hereby given notice of and invited to attend a public hearing before the Gulfport City Council on, 07/18/2023 at 1:30 PM on the 2nd Floor of Gulfport's City Hall, 2309 15th Street, on the violations set forth above. At this hearing, the City Council will be asked to adjudicate that the subject property is in a state of uncleanness or a menace to the public health, safety and welfare of the community. This adjudication will also authorize the City of Gulfport to re-enter the property for a period of one (1) year without any further hearings if notice is posted on this property and at City Hall on the first floor, 2309 15th Street, Gulfport, MS at least seven (7) days prior to re-entering the property for resolution of the same type of violation. In addition, the City Council will be asked to authorize advertisement for bids to perform the necessary corrective actions. All costs incurred will be assessed to your property taxes and/or posted to the county Judgment Rolls. Please contact our office at (228) 868-5718, if you have any questions about this letter or if the requested corrective actions are taken within the Fourteen (14) day period in order to avoid our proceeding with a public hearing on your property.

Respectfully yours,

Josh Troutman

Josh Troutman - CODE ENFORCEMENT
cc: Mayor Billy Hewes
Council Member: ELLA HOLMES-HINES

Case Number: 11465

**CODE ENFORCEMENT DIVISION**

P.O. Box "S"

Gulfport, MS 39502-1780

Phone: 228-868-5718

Gulfport Police Department

2210 15th St.

Gulfport, MS 39501

June 26, 2023

HARTFIELD GEORGE D SR
2407 22ND ST
GULFPORT, MS 39501

Reference: Tax Parcel Number: 0811F-05-028.000
2407 22ND ST

As the City of Gulfport works to ensure a safe and healthy environment for our citizens and visitors, it is sometimes necessary to request the help of private property owners to improve the safety, health and appearance of our City. As a part of ongoing efforts, Code Enforcement personnel recently conducted a visual inspection of the above noted property. As a result, violations of one or more of the following laws, statutes, codes or ordinances were identified: Section 21-19-11 (Miss Code Ann. 1972 as amended), the International Property Maintenance Code (IPMC), and applicable Municipal Ordinances. The violations are as follows and based on the violations identified, the City requests that you take the following corrective actions:

Violation(s):	Corrective Actions Required:
OVERGROWN PROPERTY, IPMC 302.4	CUT & CLEAN THE PROPERTY
WEEDS, VINES, TREE OR LIMBS	REMOVE WEEDS, VINES, LIMBS, TR
TRASH & DEBRIS, IPMC 308.1	REMOVE/HAUL OFF TRASH & DEBRIS
VACANT STRUCTURE, IPMC 301.3	BOARD UP AND SECURE OPENINGS

The City is asking that you please take the above actions within the next FOURTEEN (14) days to prevent further action as set out in the paragraph below.

NOTICE OF HEARING

If you have not taken the above noted corrective actions within the 14 days provided, you are hereby given notice of and invited to attend a public hearing before the Gulfport City Council on, 07/18/2023 at 1:30 PM on the 2nd Floor of Gulfport's City Hall, 2309 15th Street, on the violations set forth above. At this hearing, the City Council will be asked to adjudicate that the subject property is in a state of uncleanness or a menace to the public health, safety and welfare of the community. This adjudication will also authorize the City of Gulfport to re-enter the property for a period of one (1) year without any further hearings if notice is posted on this property and at City Hall on the first floor, 2309 15th Street, Gulfport, MS at least seven (7) days prior to re-entering the property for resolution of the same type of violation. In addition, the City Council will be asked to authorize advertisement for bids to perform the necessary corrective actions. All costs incurred will be assessed to your property taxes and/or posted to the county Judgment Rolls. Please contact our office at (228) 868-5718, if you have any questions about this letter or if the requested corrective actions are taken within the Fourteen (14) day period in order to avoid our proceeding with a public hearing on your property.

Respectfully yours,

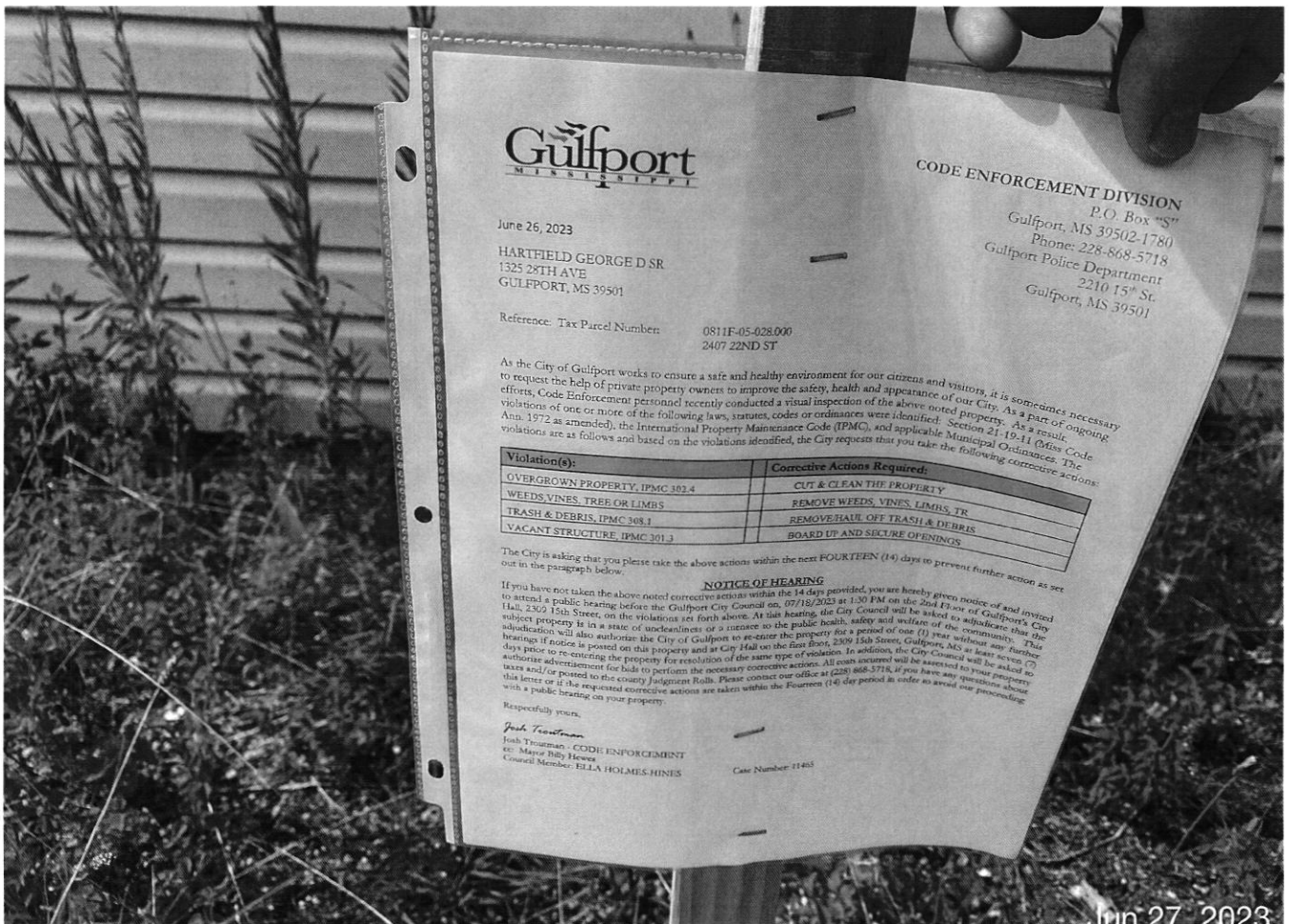
Josh Troutman

Josh Troutman - CODE ENFORCEMENT

cc: Mayor Billy Hewes

Council Member: ELLA HOLMES-HINES

Case Number: 11465



**CODE ENFORCEMENT DIVISION**

P.O. Box "S"
Gulfport, MS 39502-1780
Phone: 228-868-5718
Gulfport Police Department
2210 15th St.
Gulfport, MS 39501

June 26, 2023

DREHER WILLIAM W JR
2224 24TH AVE
GULFPORT, MS 39501

Reference: Tax Parcel Number: 0811C-03-053.000
2224 24TH AVE

As the City of Gulfport works to ensure a safe and healthy environment for our citizens and visitors, it is sometimes necessary to request the help of private property owners to improve the safety, health and appearance of our City. As a part of ongoing efforts, Code Enforcement personnel recently conducted a visual inspection of the above noted property. As a result, violations of one or more of the following laws, statutes, codes or ordinances were identified: Section 21-19-11 (Miss Code Ann. 1972 as amended), the International Property Maintenance Code (IPMC), and applicable Municipal Ordinances. The violations are as follows and based on the violations identified, the City requests that you take the following corrective actions:

Violation(s):	Corrective Actions Required:
OVERGROWN PROPERTY, IPMC 302.4	CUT & CLEAN THE PROPERTY
WEEDS, VINES, TREE OR LIMBS	REMOVE WEEDS, VINES, LIMBS, TR
TRASH & DEBRIS, IPMC 308.1	REMOVE/HAUL OFF TRASH & DEBRIS

The City is asking that you please take the above actions within the next FOURTEEN (14) days to prevent further action as set out in the paragraph below.

NOTICE OF HEARING

If you have not taken the above noted corrective actions within the 14 days provided, you are hereby given notice of and invited to attend a public hearing before the Gulfport City Council on, 07/18/2023 at 1:30 PM on the 2nd Floor of Gulfport's City Hall, 2309 15th Street, on the violations set forth above. At this hearing, the City Council will be asked to adjudicate that the subject property is in a state of uncleanliness or a menace to the public health, safety and welfare of the community. This adjudication will also authorize the City of Gulfport to re-enter the property for a period of one (1) year without any further hearings if notice is posted on this property and at City Hall on the first floor, 2309 15th Street, Gulfport, MS at least seven (7) days prior to re-entering the property for resolution of the same type of violation. In addition, the City Council will be asked to authorize advertisement for bids to perform the necessary corrective actions. All costs incurred will be assessed to your property taxes and/or posted to the county Judgment Rolls. Please contact our office at (228) 868-5718, if you have any questions about this letter or if the requested corrective actions are taken within the Fourteen (14) day period in order to avoid our proceeding with a public hearing on your property.

Respectfully yours,

Josh Troutman

Josh Troutman - CODE ENFORCEMENT
cc: Mayor Billy Hewes
Council Member: ELLA HOLMES-HINES

Case Number: 11488

**CODE ENFORCEMENT DIVISION**

P.O. Box "S"

Gulfport, MS 39502-1780

Phone: 228-868-5718

Gulfport Police Department

2210 15th St.

Gulfport, MS 39501

June 26, 2023

DREHER WILLIAM W JR
26389 ARTIS SHAW ROAD
SAUCIER, MS 39574

Reference: Tax Parcel Number: 0811C-03-053.000
2224 24TH AVE

As the City of Gulfport works to ensure a safe and healthy environment for our citizens and visitors, it is sometimes necessary to request the help of private property owners to improve the safety, health and appearance of our City. As a part of ongoing efforts, Code Enforcement personnel recently conducted a visual inspection of the above noted property. As a result, violations of one or more of the following laws, statutes, codes or ordinances were identified: Section 21-19-11 (Miss Code Ann. 1972 as amended), the International Property Maintenance Code (IPMC), and applicable Municipal Ordinances. The violations are as follows and based on the violations identified, the City requests that you take the following corrective actions:

Violation(s):	Corrective Actions Required:
OVERGROWN PROPERTY, IPMC 302.4	CUT & CLEAN THE PROPERTY
WEEDS,VINES, TREE OR LIMBS	REMOVE WEEDS, VINES, LIMBS, TR
TRASH & DEBRIS, IPMC 308.1	REMOVE/HAUL OFF TRASH & DEBRIS

The City is asking that you please take the above actions within the next FOURTEEN (14) days to prevent further action as set out in the paragraph below.

NOTICE OF HEARING

If you have not taken the above noted corrective actions within the 14 days provided, you are hereby given notice of and invited to attend a public hearing before the Gulfport City Council on, 07/18/2023 at 1:30 PM on the 2nd Floor of Gulfport's City Hall, 2309 15th Street, on the violations set forth above. At this hearing, the City Council will be asked to adjudicate that the subject property is in a state of uncleanness or a menace to the public health, safety and welfare of the community. This adjudication will also authorize the City of Gulfport to re-enter the property for a period of one (1) year without any further hearings if notice is posted on this property and at City Hall on the first floor, 2309 15th Street, Gulfport, MS at least seven (7) days prior to re-entering the property for resolution of the same type of violation. In addition, the City Council will be asked to authorize advertisement for bids to perform the necessary corrective actions. All costs incurred will be assessed to your property taxes and/or posted to the county Judgment Rolls. Please contact our office at (228) 868-5718, if you have any questions about this letter or if the requested corrective actions are taken within the Fourteen (14) day period in order to avoid our proceeding with a public hearing on your property.

Respectfully yours,

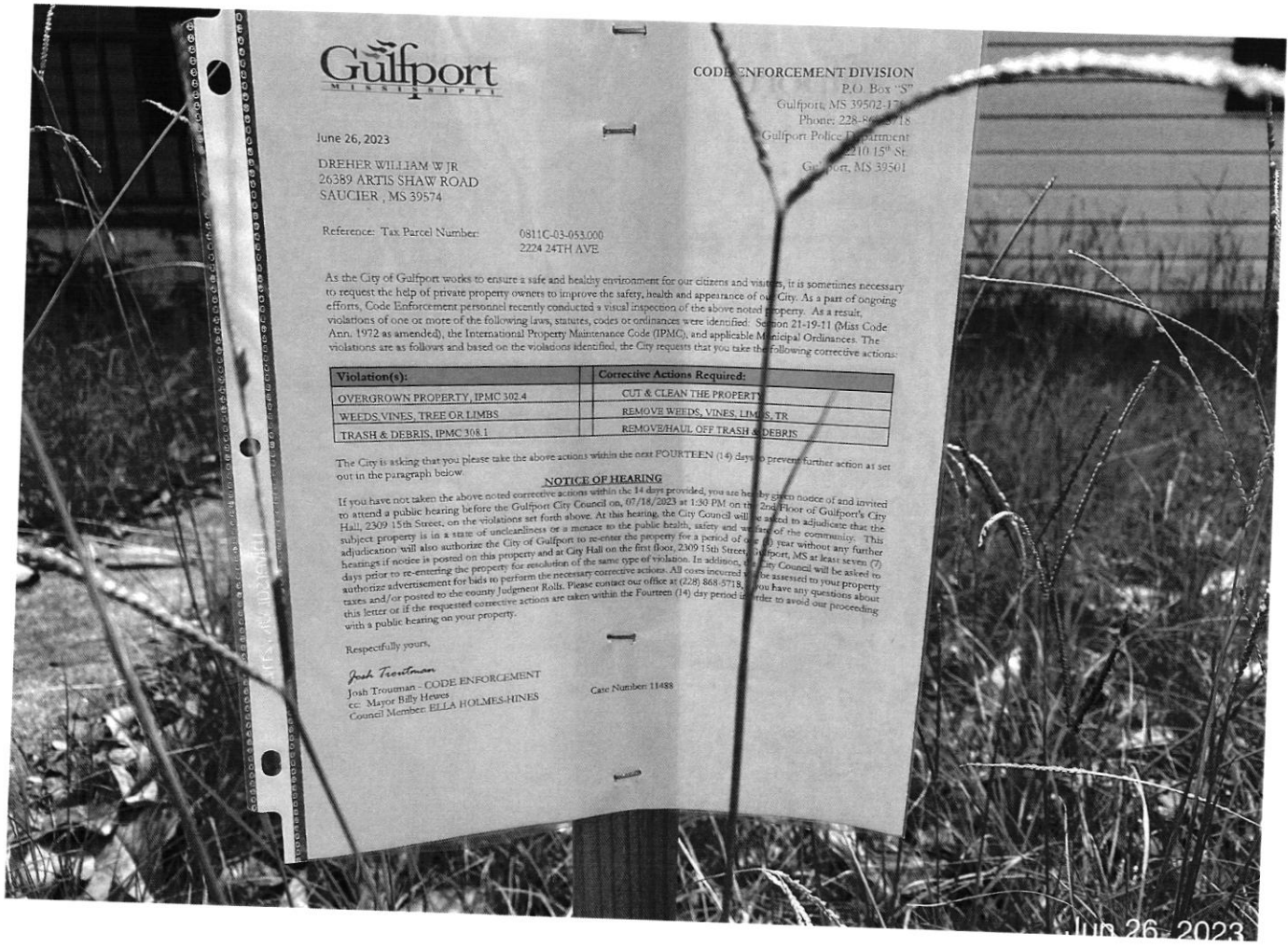
Josh Troutman

Josh Troutman - CODE ENFORCEMENT
cc: Mayor Billy Hewes
Council Member: ELLA HOLMES-HINES

Case Number: 11488



Jun 26, 2023



Gulfport
MISSISSIPPI

CODE ENFORCEMENT DIVISION
P.O. Box "S"
Gulfport, MS 39502-1711
Phone: 228-868-5718
Gulfport Police Department
2210 15th St.
Gulfport, MS 39501

June 26, 2023
DREHER WILLIAM W JR
26389 ARTIS SHAW ROAD
SAUCIER, MS 39574

Reference: Tax Parcel Number: 0811C-03-053.000
2224 24TH AVE

As the City of Gulfport works to ensure a safe and healthy environment for our citizens and visitors, it is sometimes necessary to request the help of private property owners to improve the safety, health and appearance of our City. As a part of ongoing efforts, Code Enforcement personnel recently conducted a visual inspection of the above noted property. As a result, violations of one or more of the following laws, statutes, codes or ordinances were identified: Section 21-19-11 (Miss Code Ann. 1972 as amended), the International Property Maintenance Code (IPMC), and applicable Municipal Ordinances. The violations are as follows and based on the violations identified, the City requests that you take the following corrective actions:

Violation(s):	Corrective Actions Required:
OVERGROWN PROPERTY, IPMC 302.4	CUT & CLEAN THE PROPERTY
WEEDS, VINES, TREE OR LIMBS	REMOVE WEEDS, VINES, LIMBS, TR
TRASH & DEBRIS, IPMC 308.1	REMOVE/HAUL OFF TRASH & DEBRIS

The City is asking that you please take the above actions within the next FOURTEEN (14) days to prevent further action as set out in the paragraph below.

NOTICE OF HEARING

If you have not taken the above noted corrective actions within the 14 days provided, you are hereby given notice of and invited to attend a public hearing before the Gulfport City Council on 07/18/2023 at 1:30 PM on the 2nd Floor of Gulfport's City Hall, 2309 15th Street, on the violations set forth above. At this hearing, the City Council will be asked to adjudicate that the subject property is in a state of uncleanness or a menace to the public health, safety and welfare of the community. This adjudication will also authorize the City of Gulfport to re-enter the property for a period of one (1) year without any further hearings if notice is posted on this property and at City Hall on the first floor, 2309 15th Street, Gulfport, MS at least seven (7) days prior to re-entering the property for resolution of the same type of violation. In addition, the City Council will be asked to authorize advertisement for bids to perform the necessary corrective actions. All costs incurred will be assessed to your property taxes and/or posted to the county Judgment Roll. Please contact our office at (228) 868-5718, if you have any questions about this letter or if the requested corrective actions are taken within the Fourteen (14) day period in order to avoid our proceeding with a public hearing on your property.

Respectfully yours,

Josh Trouman
Josh Trouman - CODE ENFORCEMENT
cc: Mayor Billy Hayes
Council Member: ELLA HOLMES-HINES

Case Number: 11488

Jun 26, 2023

**CODE ENFORCEMENT DIVISION**

P.O. Box "S"
Gulfport, MS 39502-1780
Phone: 228-868-5718
Gulfport Police Department
2210 15th St.
Gulfport, MS 39501

June 30, 2023

HARLEY SOUTH PROPERTIES LLC
4456 BEATLINE RD
LONG BEACH, MS 39560

Reference: Tax Parcel Number: 0911D-02-068.000
704 24TH ST

As the City of Gulfport works to ensure a safe and healthy environment for our citizens and visitors, it is sometimes necessary to request the help of private property owners to improve the safety, health and appearance of our City. As a part of ongoing efforts, Code Enforcement personnel recently conducted a visual inspection of the above noted property. As a result, violations of one or more of the following laws, statutes, codes or ordinances were identified: Section 21-19-11 (Miss Code Ann. 1972 as amended), the International Property Maintenance Code (IPMC), and applicable Municipal Ordinances. The violations are as follows and based on the violations identified, the City requests that you take the following corrective actions:

Violation(s):	Corrective Actions Required:
PROHIBITED DEBRIS, SEC. 4-174	REMOVE PROHIBITED ITEMS (CITY TRASH SERVICE WILL ONLY PICK UP VEGETATIVE DEBRIS)

The City is asking that you please take the above actions within the next FOURTEEN (14) days to prevent further action as set out in the paragraph below.

NOTICE OF HEARING

If you have not taken the above noted corrective actions within the 14 days provided, you are hereby given notice of and invited to attend a public hearing before the Gulfport City Council on, 07/18/2023 at 1:30 PM on the 2nd Floor of Gulfport's City Hall, 2309 15th Street, on the violations set forth above. At this hearing, the City Council will be asked to adjudicate that the subject property is in a state of uncleanliness or a menace to the public health, safety and welfare of the community. This adjudication will also authorize the City of Gulfport to re-enter the property for a period of one (1) year without any further hearings if notice is posted on this property and at City Hall on the first floor, 2309 15th Street, Gulfport, MS at least seven (7) days prior to re-entering the property for resolution of the same type of violation. In addition, the City Council will be asked to authorize advertisement for bids to perform the necessary corrective actions. All costs incurred will be assessed to your property taxes and/or posted to the county Judgment Rolls. Please contact our office at (228) 868-5718, if you have any questions about this letter or if the requested corrective actions are taken within the Fourteen (14) day period in order to avoid our proceeding with a public hearing on your property.

Respectfully yours,

Josh Troutman

Josh Troutman - CODE ENFORCEMENT
cc: Mayor Billy Hewes
Council Member: ELLA HOLMES-HINES

Case Number: 11499

**CODE ENFORCEMENT DIVISION**

P.O. Box "S"
Gulfport, MS 39502-1780
Phone: 228-868-5718
Gulfport Police Department
2210 15th St.
Gulfport, MS 39501

June 30, 2023

HARLEY SOUTH PROPERTIES LLC
704 24TH ST
GULFPORT, MS 39501

Reference: Tax Parcel Number: 0911D-02-068.000
704 24TH ST

As the City of Gulfport works to ensure a safe and healthy environment for our citizens and visitors, it is sometimes necessary to request the help of private property owners to improve the safety, health and appearance of our City. As a part of ongoing efforts, Code Enforcement personnel recently conducted a visual inspection of the above noted property. As a result, violations of one or more of the following laws, statutes, codes or ordinances were identified: Section 21-19-11 (Miss Code Ann. 1972 as amended), the International Property Maintenance Code (IPMC), and applicable Municipal Ordinances. The violations are as follows and based on the violations identified, the City requests that you take the following corrective actions:

Violation(s):	Corrective Actions Required:
PROHIBITED DEBRIS, SEC. 4-174	REMOVE PROHIBITED ITEMS (CITY TRASH SERVICE WILL ONLY PICK UP VEGETATIVE DEBRIS)

The City is asking that you please take the above actions within the next FOURTEEN (14) days to prevent further action as set out in the paragraph below.

NOTICE OF HEARING

If you have not taken the above noted corrective actions within the 14 days provided, you are hereby given notice of and invited to attend a public hearing before the Gulfport City Council on, 07/18/2023 at 1:30 PM on the 2nd Floor of Gulfport's City Hall, 2309 15th Street, on the violations set forth above. At this hearing, the City Council will be asked to adjudicate that the subject property is in a state of uncleanliness or a menace to the public health, safety and welfare of the community. This adjudication will also authorize the City of Gulfport to re-enter the property for a period of one (1) year without any further hearings if notice is posted on this property and at City Hall on the first floor, 2309 15th Street, Gulfport, MS at least seven (7) days prior to re-entering the property for resolution of the same type of violation. In addition, the City Council will be asked to authorize advertisement for bids to perform the necessary corrective actions. All costs incurred will be assessed to your property taxes and/or posted to the county Judgment Rolls. Please contact our office at (228) 868-5718, if you have any questions about this letter or if the requested corrective actions are taken within the Fourteen (14) day period in order to avoid our proceeding with a public hearing on your property.

Respectfully yours,

Josh Troutman

Josh Troutman - CODE ENFORCEMENT
cc: Mayor Billy Hewes
Council Member: ELLA HOLMES-HINES

Case Number: 11499



Gulfport
MISSISSIPPI

June 30, 2023

HARLEY SOUTH PROPERTIES LLC
4456 BEATLINE RD
LONG BEACH, MS 39560

Reference: Tax Parcel Number: 0911D-02-068.000
704 24TH ST

CODE ENFORCEMENT DIVISION
P.O. Box "S"
Gulfport, MS 39502-1780
Phone: 228-868-5718
Gulfport Police Department
2210 15th St.
Gulfport, MS 39501

As the City of Gulfport works to ensure a safe and healthy environment for our citizens and visitors, it is sometimes necessary to request the help of private property owners to improve the safety, health and appearance of our City. As a part of ongoing efforts, Code Enforcement personnel recently conducted a visual inspection of the above noted property. As a result, violations of one or more of the following laws, statutes, codes or ordinances were identified: Section 21-19-11 (Miss Code Ann. 1972 as amended), the International Property Maintenance Code (IPMC), and applicable Municipal Ordinances. The violations are as follows and based on the violations identified, the City requests that you take the following corrective actions:

Violation(s):	Corrective Actions Required:
PROHIBITED DEBRIS, SEC. 4-174	REMOVE PROHIBITED ITEMS (CITY TRASH SERVICE WILL ONLY PICK UP VEGETATIVE DEBRIS)

The City is asking that you please take the above actions within the next FOURTEEN (14) days to prevent further action as set out in the paragraph below.

NOTICE OF HEARING

If you have not taken the above noted corrective actions within the 14 days provided, you are hereby given notice of and invited to attend a public hearing before the Gulfport City Council on 07/18/2023 at 1:30 PM on the 2nd Floor of Gulfport's City Hall, 2309 15th Street, on the violations set forth above. At this hearing, the City Council will be asked to adjudicate that the subject property is in a state of uncleanness or a menace to the public health, safety and welfare of the community. This adjudication will also authorize the City of Gulfport to re-enter the property for a period of one (1) year without any further hearings if notice is posted on this property and at City Hall on the first floor, 2309 15th Street, Gulfport, MS at least seven (7) days prior to re-entering the property to perform the necessary corrective actions. In addition, the City Council will be asked to authorize advertisement for bids to perform the necessary corrective actions. All costs incurred will be assessed to your property taxes and/or posted to the county Judgment Rolls. Please contact our office at (228) 868-5718, if you have any questions about this letter or if the requested corrective actions are taken within the Fourteen (14) day period in order to avoid our proceeding with a public hearing on your property.

Respectfully yours,
Josh Troutman
Josh Troutman - CODE ENFORCEMENT
cc: Mayor Billy Hewes
Council Member: ELJA HOLMES-HINES

Case Number: 11499

Jun 30, 2023

**CODE ENFORCEMENT DIVISION**

P.O. Box "S"
Gulfport, MS 39502-1780
Phone: 228-868-5718
Gulfport Police Department
2210 15th St.
Gulfport, MS 39501

June 30, 2023

PETERSON RE HOLDINGS LLC
3675 RAINBOW BLVD 107-258
LAS VEGAS, NV 89103

Reference: Tax Parcel Number: 0811B-04-054.000
1701 24TH ST

As the City of Gulfport works to ensure a safe and healthy environment for our citizens and visitors, it is sometimes necessary to request the help of private property owners to improve the safety, health and appearance of our City. As a part of ongoing efforts, Code Enforcement personnel recently conducted a visual inspection of the above noted property. As a result, violations of one or more of the following laws, statutes, codes or ordinances were identified: Section 21-19-11 (Miss Code Ann. 1972 as amended), the International Property Maintenance Code (IPMC), and applicable Municipal Ordinances. The violations are as follows and based on the violations identified, the City requests that you take the following corrective actions:

Violation(s):	Corrective Actions Required:
OVERGROWN PROPERTY, IPMC 302.4	CUT & CLEAN THE PROPERTY
WEEDS,VINES, TREE OR LIMBS	REMOVE WEEDS, VINES, LIMBS, TR
TRASH & DEBRIS, IPMC 308.1	REMOVE/HAUL OFF TRASH & DEBRIS

The City is asking that you please take the above actions within the next FOURTEEN (14) days to prevent further action as set out in the paragraph below.

NOTICE OF HEARING

If you have not taken the above noted corrective actions within the 14 days provided, you are hereby given notice of and invited to attend a public hearing before the Gulfport City Council on, 07/18/2023 at 1:30 PM on the 2nd Floor of Gulfport's City Hall, 2309 15th Street, on the violations set forth above. At this hearing, the City Council will be asked to adjudicate that the subject property is in a state of uncleanness or a menace to the public health, safety and welfare of the community. This adjudication will also authorize the City of Gulfport to re-enter the property for a period of one (1) year without any further hearings if notice is posted on this property and at City Hall on the first floor, 2309 15th Street, Gulfport, MS at least seven (7) days prior to re-entering the property for resolution of the same type of violation. In addition, the City Council will be asked to authorize advertisement for bids to perform the necessary corrective actions. All costs incurred will be assessed to your property taxes and/or posted to the county Judgment Rolls. Please contact our office at (228) 868-5718, if you have any questions about this letter or if the requested corrective actions are taken within the Fourteen (14) day period in order to avoid our proceeding with a public hearing on your property.

Respectfully yours,

Josh Troutman

Josh Troutman - CODE ENFORCEMENT
cc: Mayor Billy Hewes
Council Member: ELLA HOLMES-HINES

Case Number: 11540

**CODE ENFORCEMENT DIVISION**

P.O. Box "S"

Gulfport, MS 39502-1780

Phone: 228-868-5718

Gulfport Police Department

2210 15th St.

Gulfport, MS 39501

June 30, 2023

PETERSON RE HOLDINGS LLC
1701 24TH ST
GULFPORT, MS 39501

Reference: Tax Parcel Number: 0811B-04-054.000
1701 24TH ST

As the City of Gulfport works to ensure a safe and healthy environment for our citizens and visitors, it is sometimes necessary to request the help of private property owners to improve the safety, health and appearance of our City. As a part of ongoing efforts, Code Enforcement personnel recently conducted a visual inspection of the above noted property. As a result, violations of one or more of the following laws, statutes, codes or ordinances were identified: Section 21-19-11 (Miss Code Ann. 1972 as amended), the International Property Maintenance Code (IPMC), and applicable Municipal Ordinances. The violations are as follows and based on the violations identified, the City requests that you take the following corrective actions:

Violation(s):	Corrective Actions Required:
OVERGROWN PROPERTY, IPMC 302.4	CUT & CLEAN THE PROPERTY
WEEDS, VINES, TREE OR LIMBS	REMOVE WEEDS, VINES, LIMBS, TR
TRASH & DEBRIS, IPMC 308.1	REMOVE/HAUL OFF TRASH & DEBRIS

The City is asking that you please take the above actions within the next FOURTEEN (14) days to prevent further action as set out in the paragraph below.

NOTICE OF HEARING

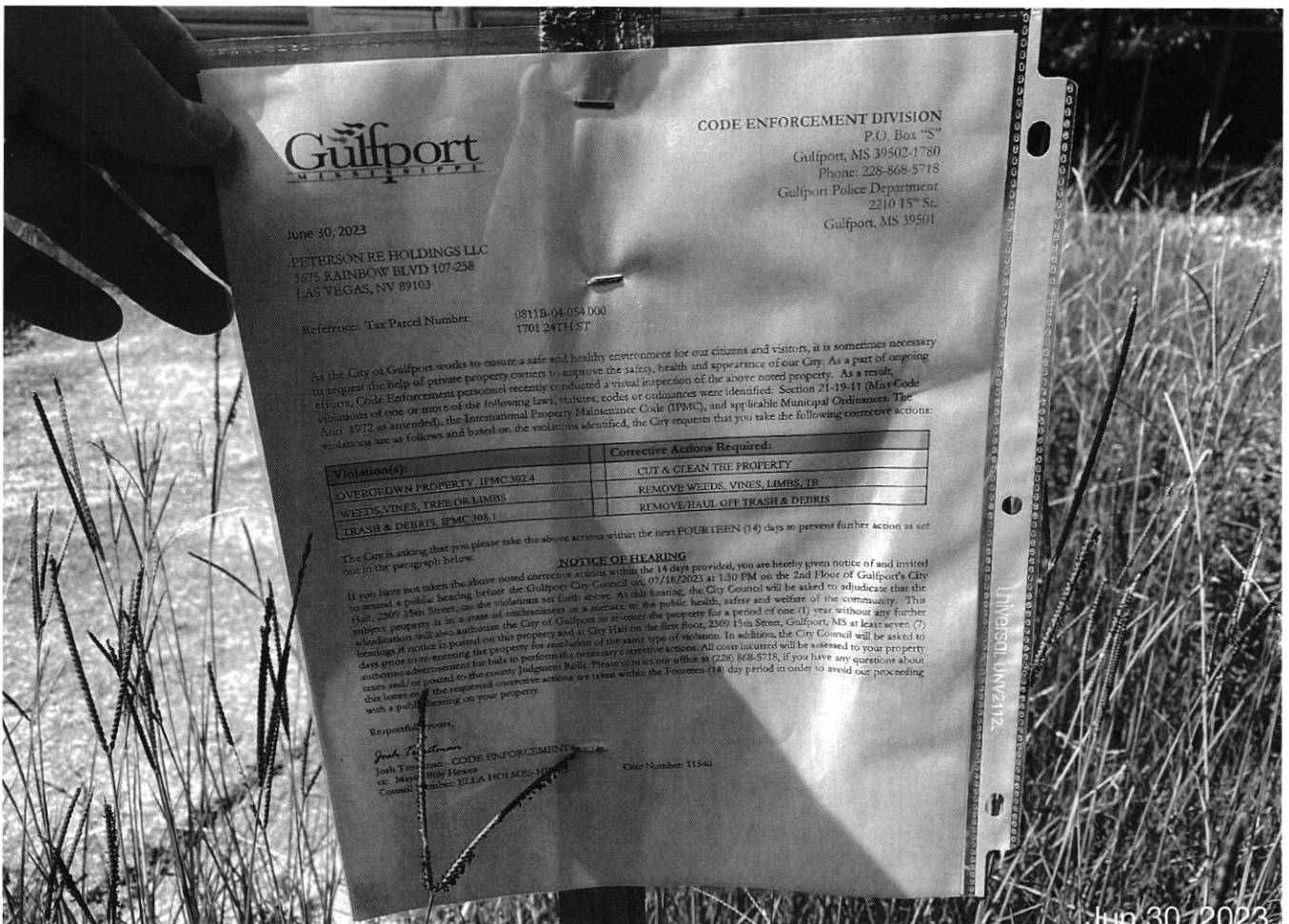
If you have not taken the above noted corrective actions within the 14 days provided, you are hereby given notice of and invited to attend a public hearing before the Gulfport City Council on, 07/18/2023 at 1:30 PM on the 2nd Floor of Gulfport's City Hall, 2309 15th Street, on the violations set forth above. At this hearing, the City Council will be asked to adjudicate that the subject property is in a state of uncleanness or a menace to the public health, safety and welfare of the community. This adjudication will also authorize the City of Gulfport to re-enter the property for a period of one (1) year without any further hearings if notice is posted on this property and at City Hall on the first floor, 2309 15th Street, Gulfport, MS at least seven (7) days prior to re-entering the property for resolution of the same type of violation. In addition, the City Council will be asked to authorize advertisement for bids to perform the necessary corrective actions. All costs incurred will be assessed to your property taxes and/or posted to the county Judgment Rolls. Please contact our office at (228) 868-5718, if you have any questions about this letter or if the requested corrective actions are taken within the Fourteen (14) day period in order to avoid our proceeding with a public hearing on your property.

Respectfully yours,

Josh Troutman

Josh Troutman - CODE ENFORCEMENT
cc: Mayor Billy Hewes
Council Member: ELLA HOLMES-HINES

Case Number: 11540



**CODE ENFORCEMENT DIVISION**

P.O. Box "S"
Gulfport, MS 39502-1780
Phone: 228-868-5718
Gulfport Police Department
2210 15th St.
Gulfport, MS 39501

June 30, 2023

PETERS STEVEN D
37 COMPASS POINT WAY S # 425
INLET BEACH, FL 32461

Reference: Tax Parcel Number: 1010E-02-007.000
1115 BRIDGE ST

As the City of Gulfport works to ensure a safe and healthy environment for our citizens and visitors, it is sometimes necessary to request the help of private property owners to improve the safety, health and appearance of our City. As a part of ongoing efforts, Code Enforcement personnel recently conducted a visual inspection of the above noted property. As a result, violations of one or more of the following laws, statutes, codes or ordinances were identified: Section 21-19-11 (Miss Code Ann. 1972 as amended), the International Property Maintenance Code (IPMC), and applicable Municipal Ordinances. The violations are as follows and based on the violations identified, the City requests that you take the following corrective actions:

Violation(s):	Corrective Actions Required:
OVERGROWN PROPERTY, IPMC 302.4	CUT & CLEAN THE PROPERTY
WEEDS, VINES, TREE OR LIMBS	REMOVE WEEDS, VINES, LIMBS, TR
TRASH & DEBRIS, IPMC 308.1	REMOVE/HAUL OFF TRASH & DEBRIS
VACANT STRUCTURE, IPMC 301.3	BOARD UP AND SECURE OPENINGS

The City is asking that you please take the above actions within the next FOURTEEN (14) days to prevent further action as set out in the paragraph below.

NOTICE OF HEARING

If you have not taken the above noted corrective actions within the 14 days provided, you are hereby given notice of and invited to attend a public hearing before the Gulfport City Council on, 07/18/2023 at 1:30 PM on the 2nd Floor of Gulfport's City Hall, 2309 15th Street, on the violations set forth above. At this hearing, the City Council will be asked to adjudicate that the subject property is in a state of uncleanness or a menace to the public health, safety and welfare of the community. This adjudication will also authorize the City of Gulfport to re-enter the property for a period of one (1) year without any further hearings if notice is posted on this property and at City Hall on the first floor, 2309 15th Street, Gulfport, MS at least seven (7) days prior to re-entering the property for resolution of the same type of violation. In addition, the City Council will be asked to authorize advertisement for bids to perform the necessary corrective actions. All costs incurred will be assessed to your property taxes and/or posted to the county Judgment Rolls. Please contact our office at (228) 868-5718, if you have any questions about this letter or if the requested corrective actions are taken within the Fourteen (14) day period in order to avoid our proceeding with a public hearing on your property.

Respectfully yours,

Candace Gemmill

Candace Gemmill - CODE ENFORCEMENT
cc: Mayor Billy Hewes
Council Member: RUSTY WALKER

Case Number: 11469

**CODE ENFORCEMENT DIVISION**

P.O. Box "S"

Gulfport, MS 39502-1780

Phone: 228-868-5718

Gulfport Police Department

2210 15th St.

Gulfport, MS 39501

June 30, 2023

PETERS STEVEN D
1115 BRIDGE ST
GULFPORT, MS 39507

Reference: Tax Parcel Number: 1010E-02-007.000
1115 BRIDGE ST

As the City of Gulfport works to ensure a safe and healthy environment for our citizens and visitors, it is sometimes necessary to request the help of private property owners to improve the safety, health and appearance of our City. As a part of ongoing efforts, Code Enforcement personnel recently conducted a visual inspection of the above noted property. As a result, violations of one or more of the following laws, statutes, codes or ordinances were identified: Section 21-19-11 (Miss Code Ann. 1972 as amended), the International Property Maintenance Code (IPMC), and applicable Municipal Ordinances. The violations are as follows and based on the violations identified, the City requests that you take the following corrective actions:

Violation(s):	Corrective Actions Required:
OVERGROWN PROPERTY, IPMC 302.4	CUT & CLEAN THE PROPERTY
WEEDS,VINES, TREE OR LIMBS	REMOVE WEEDS, VINES, LIMBS, TR
TRASH & DEBRIS, IPMC 308.1	REMOVE/HAUL OFF TRASH & DEBRIS
VACANT STRUCTURE, IPMC 301.3	BOARD UP AND SECURE OPENINGS

The City is asking that you please take the above actions within the next FOURTEEN (14) days to prevent further action as set out in the paragraph below.

NOTICE OF HEARING

If you have not taken the above noted corrective actions within the 14 days provided, you are hereby given notice of and invited to attend a public hearing before the Gulfport City Council on, 07/18/2023 at 1:30 PM on the 2nd Floor of Gulfport's City Hall, 2309 15th Street, on the violations set forth above. At this hearing, the City Council will be asked to adjudicate that the subject property is in a state of uncleanness or a menace to the public health, safety and welfare of the community. This adjudication will also authorize the City of Gulfport to re-enter the property for a period of one (1) year without any further hearings if notice is posted on this property and at City Hall on the first floor, 2309 15th Street, Gulfport, MS at least seven (7) days prior to re-entering the property for resolution of the same type of violation. In addition, the City Council will be asked to authorize advertisement for bids to perform the necessary corrective actions. All costs incurred will be assessed to your property taxes and/or posted to the county Judgment Rolls. Please contact our office at (228) 868-5718, if you have any questions about this letter or if the requested corrective actions are taken within the Fourteen (14) day period in order to avoid our proceeding with a public hearing on your property.

Respectfully yours,

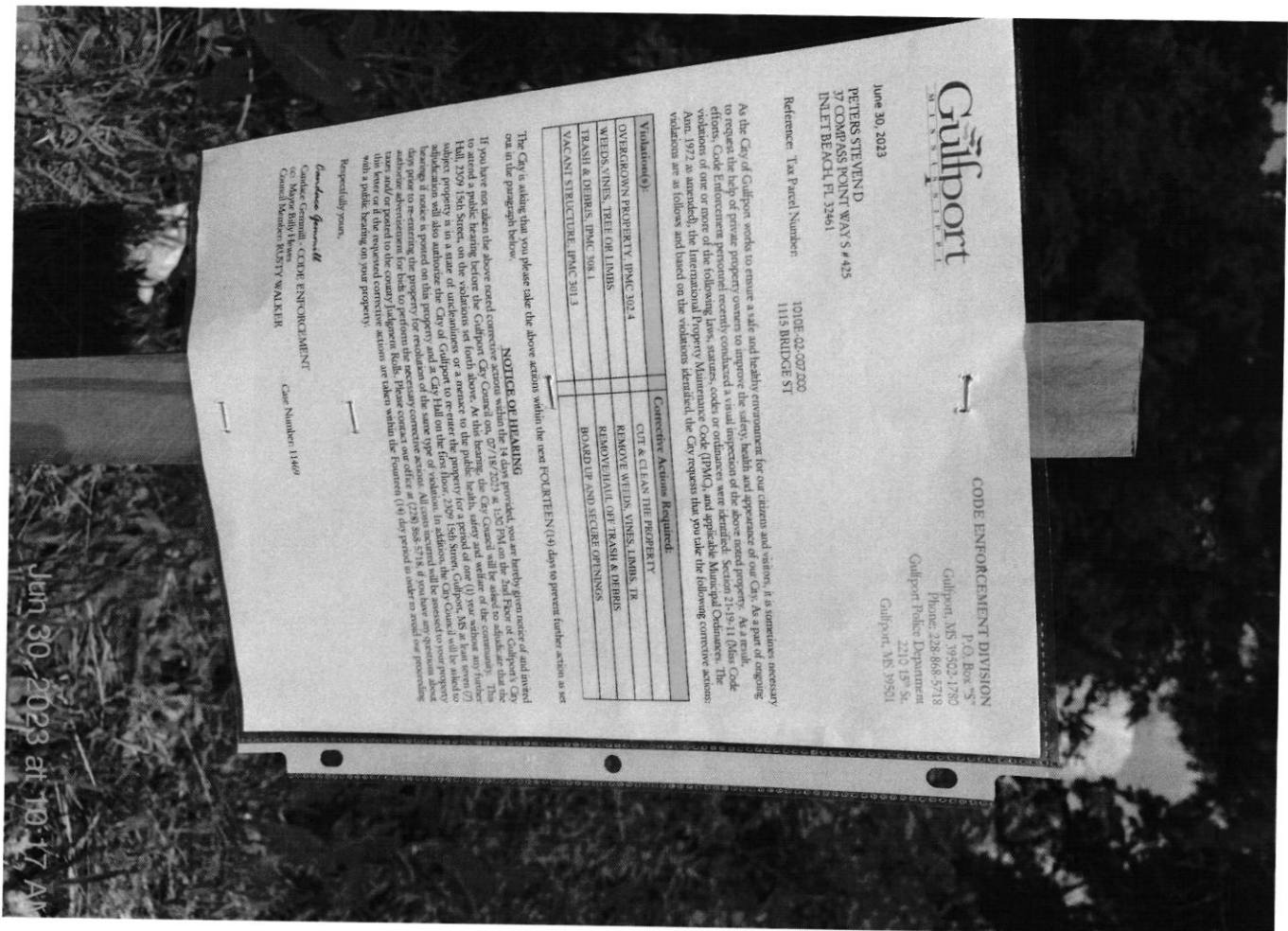
Candace Gemmill

Candace Gemmill - CODE ENFORCEMENT

cc: Mayor Billy Hewes

Council Member: RUSTY WALKER

Case Number: 11469



**CODE ENFORCEMENT DIVISION**

P.O. Box "S"
Gulfport, MS 39502-1780
Phone: 228-868-5718
Gulfport Police Department
2210 15th St.
Gulfport, MS 39501

June 27, 2023

MOHIUDDIN JAVED & YASMIN Q
3502 FARRINGTON CT
OCEAN SPRINGS, MS 39564

Reference: Tax Parcel Number: 0910B-03-028.000
4701 JEFFERSON AVE

As the City of Gulfport works to ensure a safe and healthy environment for our citizens and visitors, it is sometimes necessary to request the help of private property owners to improve the safety, health and appearance of our City. As a part of ongoing efforts, Code Enforcement personnel recently conducted a visual inspection of the above noted property. As a result, violations of one or more of the following laws, statutes, codes or ordinances were identified: Section 21-19-11 (Miss Code Ann. 1972 as amended), the International Property Maintenance Code (IPMC), and applicable Municipal Ordinances. The violations are as follows and based on the violations identified, the City requests that you take the following corrective actions:

Violation(s):	Corrective Actions Required:
OVERGROWN PROPERTY, IPMC 302.4	CUT & CLEAN THE PROPERTY
WEEDS, VINES, TREE OR LIMBS	REMOVE WEEDS, VINES, LIMBS, TR
TRASH & DEBRIS, IPMC 308.1	REMOVE/HAUL OFF TRASH & DEBRIS
INOPERABLE VEHICLE, IPMC 302.8	REMOVE OR REPAIR & LEGALLY TAG

The City is asking that you please take the above actions within the next FOURTEEN (14) days to prevent further action as set out in the paragraph below.

NOTICE OF HEARING

If you have not taken the above noted corrective actions within the 14 days provided, you are hereby given notice of and invited to attend a public hearing before the Gulfport City Council on, 07/18/2023 at 1:30 PM on the 2nd Floor of Gulfport's City Hall, 2309 15th Street, on the violations set forth above. At this hearing, the City Council will be asked to adjudicate that the subject property is in a state of uncleanliness or a menace to the public health, safety and welfare of the community. This adjudication will also authorize the City of Gulfport to re-enter the property for a period of one (1) year without any further hearings if notice is posted on this property and at City Hall on the first floor, 2309 15th Street, Gulfport, MS at least seven (7) days prior to re-entering the property for resolution of the same type of violation. In addition, the City Council will be asked to authorize advertisement for bids to perform the necessary corrective actions. All costs incurred will be assessed to your property taxes and/or posted to the county Judgment Rolls. Please contact our office at (228) 868-5718, if you have any questions about this letter or if the requested corrective actions are taken within the Fourteen (14) day period in order to avoid our proceeding with a public hearing on your property.

Respectfully yours,

Josh Troutman

Josh Troutman - CODE ENFORCEMENT
cc: Mayor Billy Hewes
Council Member: RUSTY WALKER

Case Number: 11514

**CODE ENFORCEMENT DIVISION**

P.O. Box "S"

Gulfport, MS 39502-1780

Phone: 228-868-5718

Gulfport Police Department

2210 15th St.

Gulfport, MS 39501

June 27, 2023

MOHIUDDIN JAVED & YASMIN Q
4701 JEFFERSON AVE
GULFPORT, MS 39507

Reference: Tax Parcel Number: 0910B-03-028.000
4701 JEFFERSON AVE

As the City of Gulfport works to ensure a safe and healthy environment for our citizens and visitors, it is sometimes necessary to request the help of private property owners to improve the safety, health and appearance of our City. As a part of ongoing efforts, Code Enforcement personnel recently conducted a visual inspection of the above noted property. As a result, violations of one or more of the following laws, statutes, codes or ordinances were identified: Section 21-19-11 (Miss Code Ann. 1972 as amended), the International Property Maintenance Code (IPMC), and applicable Municipal Ordinances. The violations are as follows and based on the violations identified, the City requests that you take the following corrective actions:

Violation(s):	Corrective Actions Required:
OVERGROWN PROPERTY, IPMC 302.4	CUT & CLEAN THE PROPERTY
WEEDS, VINES, TREE OR LIMBS	REMOVE WEEDS, VINES, LIMBS, TR
TRASH & DEBRIS, IPMC 308.1	REMOVE/HAUL OFF TRASH & DEBRIS
INOPERABLE VEHICLE, IPMC 302.8	REMOVE OR REPAIR & LEGALLY TAG

The City is asking that you please take the above actions within the next FOURTEEN (14) days to prevent further action as set out in the paragraph below.

NOTICE OF HEARING

If you have not taken the above noted corrective actions within the 14 days provided, you are hereby given notice of and invited to attend a public hearing before the Gulfport City Council on, 07/18/2023 at 1:30 PM on the 2nd Floor of Gulfport's City Hall, 2309 15th Street, on the violations set forth above. At this hearing, the City Council will be asked to adjudicate that the subject property is in a state of uncleanliness or a menace to the public health, safety and welfare of the community. This adjudication will also authorize the City of Gulfport to re-enter the property for a period of one (1) year without any further hearings if notice is posted on this property and at City Hall on the first floor, 2309 15th Street, Gulfport, MS at least seven (7) days prior to re-entering the property for resolution of the same type of violation. In addition, the City Council will be asked to authorize advertisement for bids to perform the necessary corrective actions. All costs incurred will be assessed to your property taxes and/or posted to the county Judgment Rolls. Please contact our office at (228) 868-5718, if you have any questions about this letter or if the requested corrective actions are taken within the Fourteen (14) day period in order to avoid our proceeding with a public hearing on your property.

Respectfully yours,

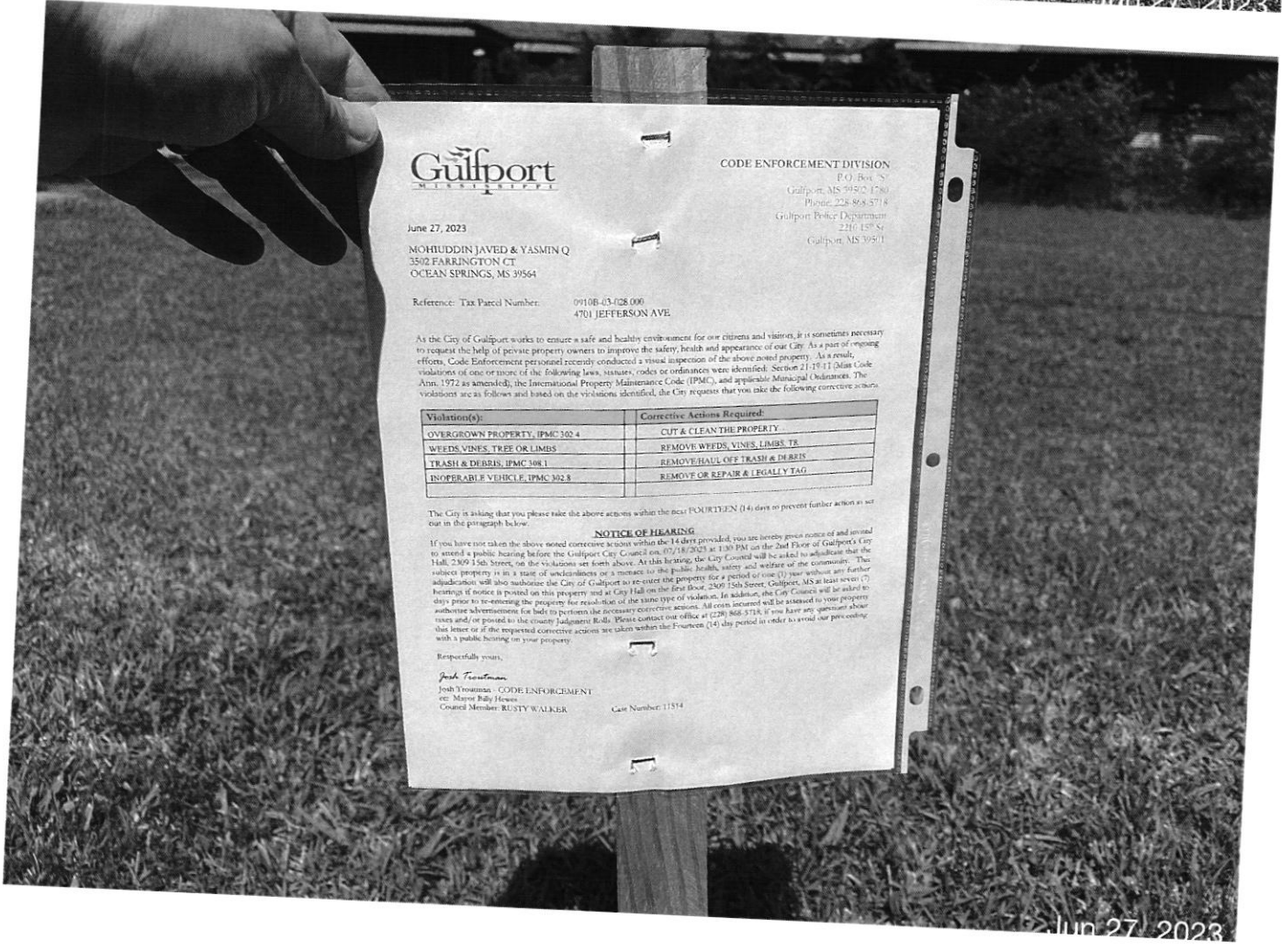
Josh Troutman

Josh Troutman - CODE ENFORCEMENT
cc: Mayor Billy Hewes
Council Member: RUSTY WALKER

Case Number: 11514



Jun 27 2023



CODE ENFORCEMENT DIVISION
P.O. Box 55
Gulfport, MS 39502-1780
Phone: 228-868-3718
Gulfport Police Department
2216 15th St
Gulfport, MS 39501

June 27, 2023
MOHIUDDIN JAVED & YASMIN Q
3502 FARRINGTON CT
OCEAN SPRINGS, MS 39564

Reference: Tax Parcel Number: 0910B-03/028 000
4701 JEFFERSON AVE

As the City of Gulfport works to ensure a safe and healthy environment for our citizens and visitors, it is sometimes necessary to request the help of private property owners to improve the safety, health and appearance of our City. As a part of ongoing efforts, Code Enforcement personnel recently conducted a visual inspection of the above noted property. As a result, violations of one or more of the following laws, statutes, codes or ordinances were identified: Section 21-15-11 (Miss Code Ann. 1972 as amended), the International Property Maintenance Code (IPMC), and applicable Municipal Ordinances. The violations are as follows and listed on the violations identified, the City requests that you take the following corrective actions:

Violation(s):	Corrective Actions Required:
OVERGROWN PROPERTY, IPMC 302.4	CUT & CLEAN THE PROPERTY
WEEDS, VINES, TREE OR LIMBS	REMOVE WEEDS, VINES, LIMBS, TR
TRASH & DEBRIS, IPMC 308.1	REMOVE/HAUL OFF TRASH & DEBRIS
INOPERABLE VEHICLE, IPMC 302.8	REMOVE OR REPAIR & LEGALLY TAG

The City is asking that you please take the above actions within the next FOURTEEN (14) days to prevent further action as set out in the paragraph below.

NOTICE OF HEARING

If you have not taken the above noted corrective actions within the 14 days provided, you are hereby given notice of and invited to attend a public hearing before the Gulfport City Council on 07/18/2023 at 1:30 PM on the 2nd Floor of Gulfport City Hall, 2309 15th Street, on the violations set forth above. At this hearing, the City Council will be asked to adjudicate that the subject property is in a state of endangerment or a menace to the public health, safety and welfare of the community. This adjudication will also authorize the City of Gulfport to re-enter the property for a period of one (1) year without any further adjudication. If notice is posted on this property and at City Hall on the first floor, 2309 15th Street, Gulfport, MS at least seven (7) days prior to re-entering the property for resolution of the same type of violations, the City Council will be asked to authorize appropriations for help to perform the necessary corrective actions. All costs incurred will be assessed to your property taxes and/or posted to the county Judgment Roll. Please contact our office at (228) 868-5718 if you have any questions about this letter or if the requested corrective actions are taken within the fourteen (14) day period in order to avoid our proceeding with a public hearing on your property.

Respectfully yours,

Josh Trosman
Josh Trosman, CODE ENFORCEMENT
c/o: Marie Billy Hewes
Council Member: RUSTY WALKER

Case Number: 11574

Jun 27 2023

**CODE ENFORCEMENT DIVISION**

P.O. Box "S"

Gulfport, MS 39502-1780

Phone: 228-868-5718

Gulfport Police Department

2210 15th St.

Gulfport, MS 39501

June 27, 2023

WISNIEWSKI MAUDIE S
2304 COTTONWOOD DR
GULFPORT, MS 39503

Reference: Tax Parcel Number: 0908K-01-006.002
2304 COTTONWOOD DR

As the City of Gulfport works to ensure a safe and healthy environment for our citizens and visitors, it is sometimes necessary to request the help of private property owners to improve the safety, health and appearance of our City. As a part of ongoing efforts, Code Enforcement personnel recently conducted a visual inspection of the above noted property. As a result, violations of one or more of the following laws, statutes, codes or ordinances were identified: Section 21-19-11 (Miss Code Ann. 1972 as amended), the International Property Maintenance Code (IPMC), and applicable Municipal Ordinances. The violations are as follows and based on the violations identified, the City requests that you take the following corrective actions:

Violation(s):	Corrective Actions Required:
OVERGROWN PROPERTY, IPMC 302.4	CUT & CLEAN THE PROPERTY
WEEDS, VINES, TREE OR LIMBS	REMOVE WEEDS, VINES, LIMBS, TR
TRASH & DEBRIS, IPMC 308.1	REMOVE/HAUL OFF TRASH & DEBRIS
INOPERABLE VEHICLE, IPMC 302.8	REMOVE OR REPAIR & LEGALLY TAG
EXT MAINTENANCE, IPMC 304.1	MAKE NECESSARY REPAIRS
UNSAFE STRUCTURE, MS 21-19-11	BRING BLDG UP TO CODE OR DEMO
CLUTTER, IPMC 302.10	REMOVE CLUTTER AND DEBRIS

The City is asking that you please take the above actions within the next FOURTEEN (14) days to prevent further action as set out in the paragraph below.

NOTICE OF HEARING

If you have not taken the above noted corrective actions within the 14 days provided, you are hereby given notice of and invited to attend a public hearing before the Gulfport City Council on, 07/18/2023 at 1:30 PM on the 2nd Floor of Gulfport's City Hall, 2309 15th Street, on the violations set forth above. At this hearing, the City Council will be asked to adjudicate that the subject property is in a state of uncleanness or a menace to the public health, safety and welfare of the community. This adjudication will also authorize the City of Gulfport to re-enter the property for a period of one (1) year without any further hearings if notice is posted on this property and at City Hall on the first floor, 2309 15th Street, Gulfport, MS at least seven (7) days prior to re-entering the property for resolution of the same type of violation. In addition, the City Council will be asked to authorize advertisement for bids to perform the necessary corrective actions. All costs incurred will be assessed to your property taxes and/or posted to the county Judgment Rolls. Please contact our office at (228) 868-5718, if you have any questions about this letter or if the requested corrective actions are taken within the Fourteen (14) day period in order to avoid our proceeding with a public hearing on your property.

Respectfully yours,

Jeremy Perry - CODE ENFORCEMENT
cc: Mayor Billy Hewes
Council Member: R LEE FLOWERS

Case Number: 11432

**CODE ENFORCEMENT DIVISION**

P.O. Box "S"
Gulfport, MS 39502-1780
Phone: 228-868-5718
Gulfport Police Department
2210 15th St.
Gulfport, MS 39501

June 30, 2023

SHARP KEVIN EUGENE
130 FAUST DR
GULFPORT, MS 39503

Reference: Tax Parcel Number: 0908L-02-015.012
130 FAUST DR

As the City of Gulfport works to ensure a safe and healthy environment for our citizens and visitors, it is sometimes necessary to request the help of private property owners to improve the safety, health and appearance of our City. As a part of ongoing efforts, Code Enforcement personnel recently conducted a visual inspection of the above noted property. As a result, violations of one or more of the following laws, statutes, codes or ordinances were identified: Section 21-19-11 (Miss Code Ann. 1972 as amended), the International Property Maintenance Code (IPMC), and applicable Municipal Ordinances. The violations are as follows and based on the violations identified, the City requests that you take the following corrective actions:

Violation(s):	Corrective Actions Required:
OVERGROWN PROPERTY, IPMC 302.4	CUT & CLEAN THE PROPERTY
WEEDS,VINES, TREE OR LIMBS	REMOVE WEEDS, VINES, LIMBS, TR
TRASH & DEBRIS, IPMC 308.1	REMOVE/HAUL OFF TRASH & DEBRIS

The City is asking that you please take the above actions within the next FOURTEEN (14) days to prevent further action as set out in the paragraph below.

NOTICE OF HEARING

If you have not taken the above noted corrective actions within the 14 days provided, you are hereby given notice of and invited to attend a public hearing before the Gulfport City Council on, 07/18/2023 at 1:30 PM on the 2nd Floor of Gulfport's City Hall, 2309 15th Street, on the violations set forth above. At this hearing, the City Council will be asked to adjudicate that the subject property is in a state of uncleanliness or a menace to the public health, safety and welfare of the community. This adjudication will also authorize the City of Gulfport to re-enter the property for a period of one (1) year without any further hearings if notice is posted on this property and at City Hall on the first floor, 2309 15th Street, Gulfport, MS at least seven (7) days prior to re-entering the property for resolution of the same type of violation. In addition, the City Council will be asked to authorize advertisement for bids to perform the necessary corrective actions. All costs incurred will be assessed to your property taxes and/or posted to the county Judgment Rolls. Please contact our office at (228) 868-5718, if you have any questions about this letter or if the requested corrective actions are taken within the Fourteen (14) day period in order to avoid our proceeding with a public hearing on your property.

Respectfully yours,

Jeremy Perry

Jeremy Perry - CODE ENFORCEMENT
cc: Mayor Billy Hewes
Council Member: R LEE FLOWERS

Case Number: 11503

MEMORANDUM – CITY OF GULFPORT

Date: JUNE 30, 2023

To: Mayor Billy Hewes
City Council Members

From: Police Department
Code Enforcement Division

Subject: Chapter 3 Notice(s) to be made part of the minutes.

RE: Chapter 3 Notice(s) Of Certain Property Within The City Of Gulfport
per the International Property Maintenance Code (IPMC) For The Said
Properties Being Described:

Parcel 1: 0811A-03-001.000. Lots 15 & 16 Blk 14 Broadmoore Place. Property Located At
2425 Kelly Ave. For Violation Of Remove/Haul Off Trash & Debris, Remove
Clutter And Debris. Martel Jon M Case: 11249

**CODE ENFORCEMENT DIVISION**

P.O. Box "S"
Gulfport, MS 39502-1780
Phone: 228-868-5718

June 27, 2023

Gulfport Police Department
2210 15th St.
Gulfport, MS 39501

MARTEL JON M
2425 KELLY AVE
GULFPORT, MS 39501

**NOTICE OF VIOLATION(S) UNDER CHAPTER 3 OF THE
INTERNATIONAL PROPERTY MAINTENANCE CODE AND
ORDER FOR IMMEDIATE CORRECTIVE ACTIONS**

Reference: Tax Parcel Number: 0811A-03-001.000
2425 KELLY AVE

The City of Gulfport has adopted various provisions of the International Property Maintenance Code (IPMC) as part of an effort to protect the health, safety, and welfare of its citizens and visitors. The City's Code Enforcement personnel recently conducted a visual inspection of the above noted property. This inspection has revealed that violations of Chapter 3 of the IPMC presently exist on this property and are required to be corrected.

The violations are as follows:

Violation(s):	Required Corrective & Remedial Action(s):
TRASH & DEBRIS, IPMC 308.1	REMOVE/HAUL OFF TRASH & DEBRIS
CLUTTER, IPMC 302.10	REMOVE CLUTTER AND DEBRIS

You are required to take the above actions to remediate and correct these cited violations within **FOURTEEN (14) days of the date of this Notice/Order**. Failure to timely take these actions in order to correct these violations will result in the assessment of a civil penalty/fine in the amount of \$250.00 for each violation thereof and the City may further seek any other or additional legal or equitable remedies available to it as well as recover attorneys' fees, court costs, and other expenses associated with enforcement.

Please contact our office at (228) 868-5718 if you have any questions about this Notice/Order or if the required corrective actions are taken within the fourteen (14) day period in order to avoid our proceeding with a violation hereof.

Respectfully yours,

Josh Troutman

Josh Troutman
City of Gulfport Code Official

Case Number: 11249



Gulfport
MISSISSIPPI

June 27, 2023

MARTEL JON M
2425 KELLY AVE
GULFPORT, MS 39501

CODE ENFORCEMENT DIVISION
P.O. Box "S"
Gulfport, MS 39502-1780
Phone: 228-868-5718
Gulfport Police Department
2210 15th St.
Gulfport, MS 39501

**NOTICE OF VIOLATION(S) UNDER CHAPTER 3 OF THE
INTERNATIONAL PROPERTY MAINTENANCE CODE AND
ORDER FOR IMMEDIATE CORRECTIVE ACTIONS**

Reference: Tax Parcel Number: 0811A-03-001.000
2425 KELLY AVE

The City of Gulfport has adopted various provisions of the International Property Maintenance Code (IPMC) as part of its efforts to protect the health, safety, and welfare of its citizens and visitors. The City's Code Enforcement personnel recently conducted a visual inspection of the above noted property. This inspection has revealed that violations of Chapter 3 of the IPMC presently exist on this property and are required to be corrected.

The violations are as follows:

Violation(s):	Required Corrective & Remedial Action(s):
TRASH & DEBRIS, IPMC 304.1	REMOVE/HAUL OFF TRASH & DEBRIS
CLUTTER, IPMC 302.10	REMOVE CLUTTER AND DEBRIS

You are required to take the above actions to remediate and correct these cited violations within **FOURTEEN (14) DAYS** of the date of this Notice/Order. Failure to timely take these actions in order to correct these violations will result in the assessment of a civil penalty/fine in the amount of \$250.00 for each violation thereof and the City may further seek any other or additional legal or equitable remedies available to it as well as recovery attorneys' fees, court costs, and other expenses associated with enforcement.

Please contact our office at (228) 868-5718 if you have any questions about this Notice/Order or if the required corrective actions are taken within the fourteen (14) day period in order to avoid our proceeding with a violation hearing.

Respectfully yours,
Joah Tinsman
Joah Tinsman
City of Gulfport Code Official

Case Number: 11249

Jun 27, 2023

MEMORANDUM – CITY OF GULFPORT

Date: JUNE 30, 2023

To: Mayor Billy Hewes
City Council Members

From: Police Department
Code Enforcement Division

Subject: 7-Day Notice(s) to be made part of the minutes.

RE: 7-Day Notice(s) Of Certain Property Within The City Of Gulfport per
Mississippi Code §21-19-11(2) For The Said Properties Being Described:

Parcel 1: 0811F-01-024.000. N 5 Ft Of Lot 15 & All Lots 16 To 19 Blk 104 Original Gulfport. Property Located At 2012 21st Ave. For Violation Of Remove/Haul Off Trash & Debris. WOFO LLC Case: 11438

Parcel 2: 0811E-02-008.000. Lot 13 Blk. 122 Original Gulfport. Property Located At 30th Ave. For Violation Of Remove Prohibited Items. Bussolati Paul & Helveston Stanley Case: 11454

Parcel 3: 0811E-03-025.000. Lots 21 & 22 Blk 142 Original Gulfport. Property Located At 1714 33rd Ave. For Violation Of Remove Prohibited Items. Wilfredo Cordova Melendez Case: 11575



CODE ENFORCEMENT DIVISION

P.O. Box "S"
Gulfport, MS 39502-1780
Phone: 228-868-5718
Gulfport Police Department
2210 15th St.
Gulfport, MS 39501

6/30/2023

VIA REGULAR U. S. MAIL

WOFO LLC
2012 21ST AVE
GULFPORT, MS 39501

NOTICE OF PROPERTY DETERMINED TO BE A MENACE TO PUBLIC HEALTH, SAFETY AND WELFARE OF THE COMMUNITY

Re: 2012 21ST AVE

Dear WOFO LLC:

This is written notice in accordance with Miss. Code Ann. § 21-19-11(2) (Rev. 2019) that property owned by you at 2012 21ST AVE, Gulfport, MS has been determined by me to be in such a state of uncleanliness as to be a menace to the public health, safety and welfare of the community and is therefore in need of cleaning. As a consequence, the City of Gulfport is authorized under this State law (Miss. Code Ann. § 21-19-11(2)) to enter upon this property to have it cleaned and to assess you the amount of monies incurred by the City as part of this effort (up to \$250.00) plus administrative costs of the City up to \$50.00. These assessments can be determined by the City's Governing Authority to constitute a civil debt and could then be the subject of a lawsuit against you for recovery, to include court costs, attorneys' fees, and interest, or, at the option of the Governing Authority, these will be collected as an assessment against this property and which shall be a lien against the property and enrolled in the Office of the Circuit Clerk of the County as other judgments are enrolled and which would follow title of the property. As also set out in § 21-19-11, the City is further permitted to re-enter upon this property for a period of one (1) year after this cleaning occurs without any further hearing or action if notice is posted on the property and at City Hall at least seven (7) days before the property is re-entered for cleaning.

In order to avoid these actions being taken against you, you must have the property properly cleaned (so that it no longer is in a state of uncleanliness as to be a menace to the public health, safety and welfare of the community) and have this completed **within seven (7) days of the date of this letter**. On or after the eighth (8th) day following the date of this letter, the City will commence efforts to have it cleaned and will then pursue assessment and recovery of costs and monies against you and the property as set out above or as otherwise permitted under law. The City may additionally pursue other actions or efforts against you and/or the property, which could include, without limitation, other assessments, penalties, damages, and relief under civil, criminal, and/or administrative laws or regulations.

If you have any questions concerning this Notice or its contents, please immediately contact Candace Gemmill at (228) 868-5718.

Sincerely,

Candace Gemmill

Code Enforcement Officer

- cc: (1) City Council Clerk (for recordination in the Minutes of the City's Governing Authority)
(2) City Hall Lobby Code Enforcement Postings (for posting)
(3) Subject Property at 2012 21ST AVE (for posting)
(4) City Attorney's Office



CODE ENFORCEMENT DIVISION

P.O. Box "S"
Gulfport, MS 39502-1780
Phone: 228-868-5718
Gulfport Police Department
2210 15th St.
Gulfport, MS 39501

6/30/2023

VIA REGULAR U. S. MAIL

WOFO LLC
15276 A DEDEAUX RD
GULFPORT, MS 39503

NOTICE OF PROPERTY DETERMINED TO BE A MENACE TO PUBLIC HEALTH, SAFETY AND WELFARE OF THE COMMUNITY

Re: 2012 21ST AVE

Dear WOFO LLC:

This is written notice in accordance with Miss. Code Ann. § 21-19-11(2) (Rev. 2019) that property owned by you at 2012 21ST AVE, Gulfport, MS has been determined by me to be in such a state of uncleanness as to be a menace to the public health, safety and welfare of the community and is therefore in need of cleaning. As a consequence, the City of Gulfport is authorized under this State law (Miss. Code Ann. § 21-19-11(2)) to enter upon this property to have it cleaned and to assess you the amount of monies incurred by the City as part of this effort (up to \$250.00) plus administrative costs of the City up to \$50.00. These assessments can be determined by the City's Governing Authority to constitute a civil debt and could then be the subject of a lawsuit against you for recovery, to include court costs, attorneys' fees, and interest, or, at the option of the Governing Authority, these will be collected as an assessment against this property and which shall be a lien against the property and enrolled in the Office of the Circuit Clerk of the County as other judgments are enrolled and which would follow title of the property. As also set out in § 21-19-11, the City is further permitted to re-enter upon this property for a period of one (1) year after this cleaning occurs without any further hearing or action if notice is posted on the property and at City Hall at least seven (7) days before the property is re-entered for cleaning.

In order to avoid these actions being taken against you, you must have the property properly cleaned (so that it no longer is in a state of uncleanness as to be a menace to the public health, safety and welfare of the community) and have this completed **within seven (7) days of the date of this letter**. On or after the eighth (8th) day following the date of this letter, the City will commence efforts to have it cleaned and will then pursue assessment and recovery of costs and monies against you and the property as set out above or as otherwise permitted under law. The City may additionally pursue other actions or efforts against you and/or the property, which could include, without limitation, other assessments, penalties, damages, and relief under civil, criminal, and/or administrative laws or regulations.

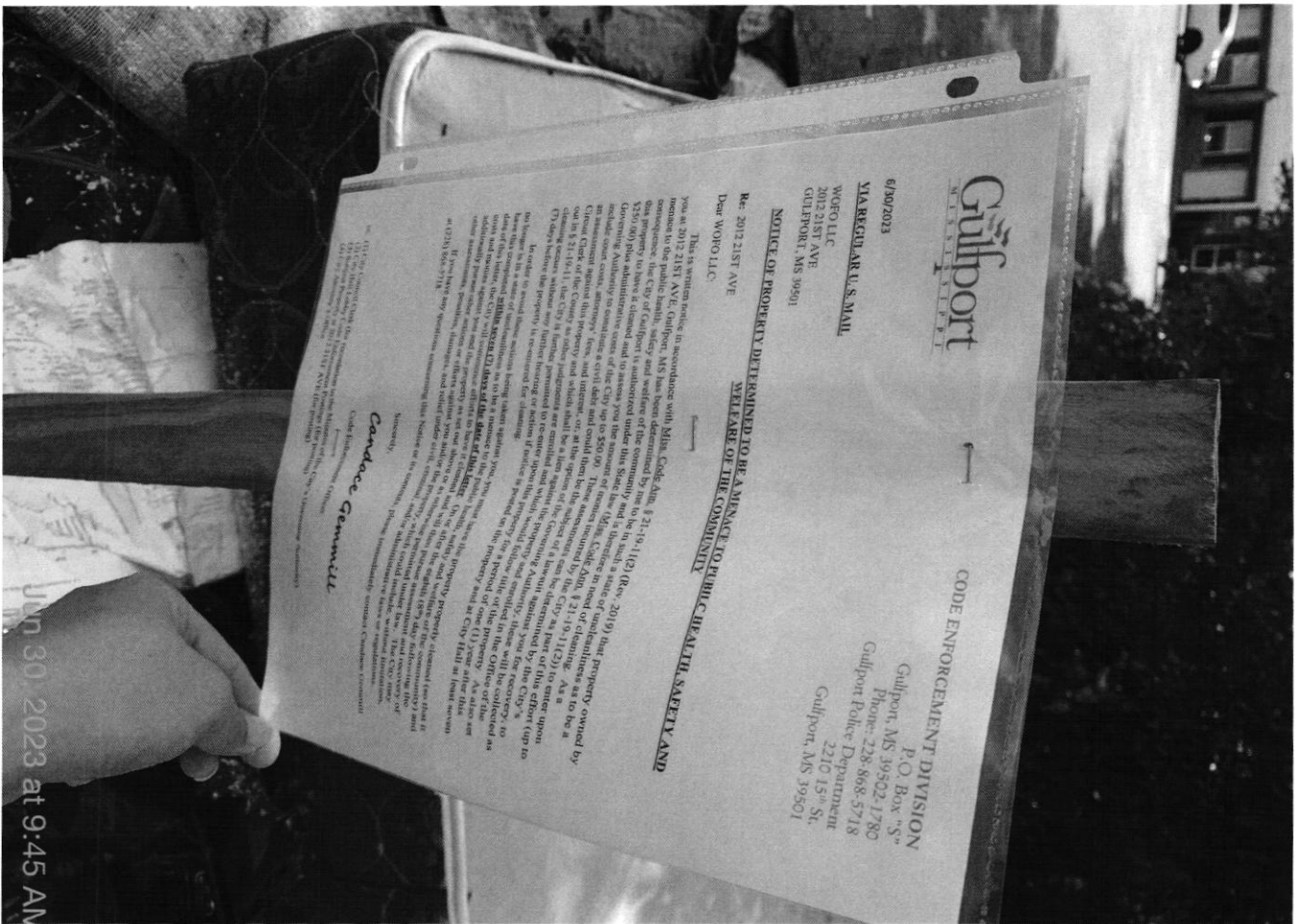
If you have any questions concerning this Notice or its contents, please immediately contact Candace Gemmill at (228) 868-5718.

Sincerely,

Candace Gemmill

Code Enforcement Officer

- cc: (1) City Council Clerk (for recordation in the Minutes of the City's Governing Authority)
(2) City Hall Lobby Code Enforcement Postings (for posting)
(3) Subject Property at 2012 21ST AVE (for posting)
(4) City Attorney's Office





CODE ENFORCEMENT DIVISION

P.O. Box "S"

Gulfport, MS 39502-1780

Phone: 228-868-5718

Gulfport Police Department

2210 15th St.

Gulfport, MS 39501

6/26/2023

VIA REGULAR U. S. MAIL

SULLIVAN MICHAEL P & TANYA R
24380 STANDARD DEDEAUX RD
KILN, MS 39556

**NOTICE OF PROPERTY DETERMINED TO BE A MENACE TO PUBLIC HEALTH, SAFETY AND
WELFARE OF THE COMMUNITY**

Re: 1714 33RD AVE

Dear SULLIVAN MICHAEL P & TANYA R:

This is written notice in accordance with Miss. Code Ann. § 21-19-11(2) (Rev. 2019) that property owned by you at 1714 33RD AVE, Gulfport, MS has been determined by me to be in such a state of uncleanliness as to be a menace to the public health, safety and welfare of the community and is therefore in need of cleaning. As a consequence, the City of Gulfport is authorized under this State law (Miss. Code Ann. § 21-19-11(2)) to enter upon this property to have it cleaned and to assess you the amount of monies incurred by the City as part of this effort (up to \$250.00) plus administrative costs of the City up to \$50.00. These assessments can be determined by the City's Governing Authority to constitute a civil debt and could then be the subject of a lawsuit against you for recovery, to include court costs, attorneys' fees, and interest, or, at the option of the Governing Authority, these will be collected as an assessment against this property and which shall be a lien against the property and enrolled in the Office of the Circuit Clerk of the County as other judgments are enrolled and which would follow title of the property. As also set out in § 21-19-11, the City is further permitted to re-enter upon this property for a period of one (1) year after this cleaning occurs without any further hearing or action if notice is posted on the property and at City Hall at least seven (7) days before the property is re-entered for cleaning.

In order to avoid these actions being taken against you, you must have the property properly cleaned (so that it no longer is in a state of uncleanliness as to be a menace to the public health, safety and welfare of the community) and have this completed **within seven (7) days of the date of this letter**. On or after the eighth (8th) day following the date of this letter, the City will commence efforts to have it cleaned and will then pursue assessment and recovery of costs and monies against you and the property as set out above or as otherwise permitted under law. The City may additionally pursue other actions or efforts against you and/or the property, which could include, without limitation, other assessments, penalties, damages, and relief under civil, criminal, and/or administrative laws or regulations.

If you have any questions concerning this Notice or its contents, please immediately contact Tyler Wales at (228) 868-5718.

Sincerely,

Tyler Wales

Code Enforcement Officer

- cc: (1) City Council Clerk (for recordation in the Minutes of the City's Governing Authority)
(2) City Hall Lobby Code Enforcement Postings (for posting)
(3) Subject Property at 1714 33RD AVE (for posting)
(4) City Attorney's Office



CODE ENFORCEMENT DIVISION

P.O. Box "S"

Gulfport, MS 39502-1780

Phone: 228-868-5718

Gulfport Police Department

2210 15th St.

Gulfport, MS 39501

6/26/2023

VIA REGULAR U. S. MAIL

SULLIVAN MICHAEL P & TANYA R
1714 33RD AVE
GULFPORT, MS 39501

**NOTICE OF PROPERTY DETERMINED TO BE A MENACE TO PUBLIC HEALTH, SAFETY AND
WELFARE OF THE COMMUNITY**

Re: 1714 33RD AVE

Dear SULLIVAN MICHAEL P & TANYA R:

This is written notice in accordance with Miss. Code Ann. § 21-19-11(2) (Rev. 2019) that property owned by you at 1714 33RD AVE, Gulfport, MS has been determined by me to be in such a state of uncleanness as to be a menace to the public health, safety and welfare of the community and is therefore in need of cleaning. As a consequence, the City of Gulfport is authorized under this State law (Miss. Code Ann. § 21-19-11(2)) to enter upon this property to have it cleaned and to assess you the amount of monies incurred by the City as part of this effort (up to \$250.00) plus administrative costs of the City up to \$50.00. These assessments can be determined by the City's Governing Authority to constitute a civil debt and could then be the subject of a lawsuit against you for recovery, to include court costs, attorneys' fees, and interest, or, at the option of the Governing Authority, these will be collected as an assessment against this property and which shall be a lien against the property and enrolled in the Office of the Circuit Clerk of the County as other judgments are enrolled and which would follow title of the property. As also set out in § 21-19-11, the City is further permitted to re-enter upon this property for a period of one (1) year after this cleaning occurs without any further hearing or action if notice is posted on the property and at City Hall at least seven (7) days before the property is re-entered for cleaning.

In order to avoid these actions being taken against you, you must have the property properly cleaned (so that it no longer is in a state of uncleanness as to be a menace to the public health, safety and welfare of the community) and have this completed **within seven (7) days of the date of this letter**. On or after the eighth (8th) day following the date of this letter, the City will commence efforts to have it cleaned and will then pursue assessment and recovery of costs and monies against you and the property as set out above or as otherwise permitted under law. The City may additionally pursue other actions or efforts against you and/or the property, which could include, without limitation, other assessments, penalties, damages, and relief under civil, criminal, and/or administrative laws or regulations.

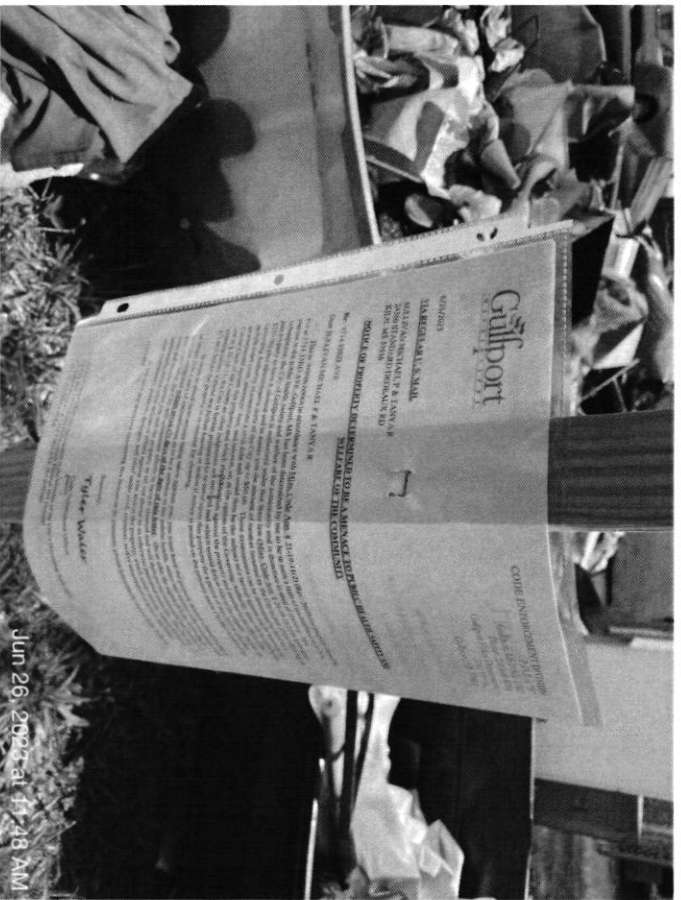
If you have any questions concerning this Notice or its contents, please immediately contact Tyler Wales at (228) 868-5718.

Sincerely,

Tyler Wales

Code Enforcement Officer

- cc: (1) City Council Clerk (for recordation in the Minutes of the City's Governing Authority)
(2) City Hall Lobby Code Enforcement Postings (for posting)
(3) Subject Property at 1714 33RD AVE (for posting)
(4) City Attorney's Office



Jun 26, 2023 at 11:48 AM



Jun 26, 2023 at 11:48 AM



MEMORANDUM – CITY OF GULFPORT

Date: JULY 5, 2023

To: Mayor Billy Hewes
City Council Members

From: Police Department
Code Enforcement Division

Subject: Approval To Advertise

RE: Resolutions Declaring Property In A State Of Uncleanliness To Be A Menace To The Public Health And Safety Of The Community And Authorizing Lot Clean-Up and/or Demolitions And For The Approval To Advertise For Bids To Be Presented On The 18th Day Of July, 2023, To The City Council:

WARD 2

Parcel 1: 0811A-03-027.000. Lot 4 Blk 20 Broad Acres. 2407 Bullis Ave. Cut & Clean The Property, Remove Weeds, Vines, Limbs, Tr, Remove/Haul Off Trash & Debris, Make Necessary Repairs, Bring Bldg Up To Code Or Demo. Fortis Development, LLC

Parcel 2: 0911D-04-003.001. Lots 10 To 12 Blk 11 Grasslawn. 817 25th St. Cut & Clean The Property, Remove Weeds, Vines, Limbs, Tr, Remove/Haul Off Trash & Debris, Remove Prohibited Items, Board Up And Secure Openings. Diaz Adelaida N

WARD 3

Parcel 3: 0810E-01-041.000. Lots 28-30 Blk 206 North Gulfport Secs 27/28-7-11. Indiana Ave. Remove/Haul Off Trash & Debris. Pittman Gregory

Parcel 4: 0810d-03-035.000. Lots 1 To 7 Inc Blk 148 North Gulfport Secs 27/28-7-11. Indiana Ave. Remove/Haul Off Trash & Debris. Wright Bill & Mary J -EST-

Parcel 5: 0811F-05-028.000. Lots 1 To 4 Blk 83 Original Gulfport. 2407 22nd St. Cut & Clean The Property, Remove Weeds, Vines, Limbs, Tr, Remove/Haul Off Trash & Debris, Board Up And Secure Openings. Hartfield George D Sr

Parcel 6: 0811C-03-053.000. Lots 27 & 28 Blk 75 Original Gulfport. 2224 24th Ave. Cut & Clean The Property, Remove Weeds, Vines, Limbs, Tr, Remove/Haul Off Trash & Debris. Dreher William W Jr

- Parcel 7: 0911D-02-068.000. Lots 3 To 6 Inc Blk 3 Roberts & Davenport. 704 24th St. Remove Prohibited Items. Harley South Properties LLC
- Parcel 8: 0810E-03-069.000. Lots 13 & 14 Blk 372 North Gulfportsecs. 27/28-7-11. Indiana Ave. Cut & Clean The Property, Remove Weeds, Vines, Limbs, Tr, Remove/Haul Off Trash & Debris. Anderson Maria
- Parcel 9: 0811B-04-054.000. E 1/2 Of Lots 1 To 4 Inc Blk 33 Arlington Heights Add. 1701 24th St. Cut & Clean The Property, Remove Weeds, Vines, Limbs, Tr, Remove/Haul Off Trash & Debris. Peterson Re Holdings LLC

WARD 4

- Parcel 10: 1010E-02-007.000. S 100 Ft Of N 200 Ft Of E1/2 Of Square 2 Monet Survey Sec 30-7-10. 1115 Bridge St. Cut & Clean The Property, Remove Weeds, Vines, Limbs, Tr, Remove/Haul Off Trash & Debris, Board Up And Secure Openings. Peters Steven D
- Parcel 11: 0910B-03-028.000. Lot 12 Blk. 28 Gulfport Bayou View Subd.. 4701 Jefferson Ave. Cut & Clean The Property, Remove Weeds, Vines, Limbs, Tr, Remove/Haul Off Trash & Debris, Remove Or Repair & Legally Tag. Mohiuddin Javed & Yasmin Q

WARD 6

- Parcel 12: 0908K-01-006.002. Lot Being Pt Of Lots 221 - 222 Wildwood Subd 1st Add. 2304 Cottonwood Dr. Cut & Clean The Property, Remove Weeds, Vines, Limbs, Tr, Remove/Haul Off Trash & Debris, Remove Or Repair & Legally Tag, Make Necessary Repairs, Bring Bldg Up To Code Or Demo, Remove Clutter And Debris. Wisniewski Maudie S
- Parcel 13: 0908L-02-015.012. Lot 14 Wingate Subd Unit 2. 130 Faust Dr. Cut & Clean The Property, Remove Weeds, Vines, Limbs, Tr, Remove/Haul Off Trash & Debris. Sharp Kevin Eugene

There came on for consideration at a meeting of the Mayor and members of the Council of the City of Gulfport, Mississippi, held on the 18TH day of July, 2023, the following Resolution:

A RESOLUTION OF THE MAYOR AND MEMBERS OF THE COUNCIL OF THE CITY OF GULFPORT FINDING AND ADJUDICATING THAT THE HEREIN DESCRIBED PARCELS OF LAND ARE IN SUCH A STATE OF UNCLEANLINESS AS TO BE A MENACE TO THE PUBLIC HEALTH, SAFETY, AND WELFARE OF THE COMMUNITY AND AUTHORIZING ADVERTISEMENT FOR BIDS TO HAVE LAND CLEANED AND TO ASSESS THE COSTS TO THE SAID PROPERTIES

WHEREAS, Mayor and members of the Council of the City of Gulfport finds, determines, and adjudicates, based upon the investigation of the City of Gulfport Police Department Code Enforcement Division, that the parcels of land described below are in such a state of uncleanness as to be a menace to the public health, safety and welfare of the community; and

WHEREAS, said properties, as described herein, are lying and being within the City of Gulfport, First Judicial District, Harrison County, Mississippi; and

WHEREAS, the parcels investigated by the City of Gulfport Police Department Code Enforcement Division and recommended by them for adjudication as being parcels in such a state of uncleanness as to be a menace to the public health, safety and welfare of the community are as follows:

- Parcel 1: 0811A-03-027.000. Lot 4 Blk 20 Broad Acres. 2407 Bullis Ave. Cut & Clean The Property, Remove Weeds, Vines, Limbs, Tr, Remove/Haul Off Trash & Debris, Make Necessary Repairs, Bring Bldg Up To Code Or Demo. Fortis Development, LLC
- Parcel 2: 0911D-04-003.001. Lots 10 To 12 Blk 11 Grasslawn. 817 25th St. Cut & Clean The Property, Remove Weeds, Vines, Limbs, Tr, Remove/Haul Off Trash & Debris, Remove Prohibited Items, Board Up And Secure Openings. Diaz Adelaida N
- Parcel 3: 0810E-01-041.000. Lots 28-30 Blk 206 North Gulfport Secs 27/28-7-11. Indiana Ave. Remove/Haul Off Trash & Debris. Pittman Gregory
- Parcel 4: 0810d-03-035.000. Lots 1 To 7 Inc Blk 148 North Gulfport Secs 27/28-7-11. Indiana Ave. Remove/Haul Off Trash & Debris. Wright Bill & Mary J -EST-
- Parcel 5: 0811F-05-028.000. Lots 1 To 4 Blk 83 Original Gulfport. 2407 22nd St. Cut & Clean The Property, Remove Weeds, Vines, Limbs, Tr, Remove/Haul Off Trash & Debris, Board Up And Secure Openings. Hartfield George D Sr
- Parcel 6: 0811C-03-053.000. Lots 27 & 28 Blk 75 Original Gulfport. 2224 24th Ave. Cut & Clean The Property, Remove Weeds, Vines, Limbs, Tr, Remove/Haul Off Trash & Debris. Dreher William W Jr

- Parcel 7: 0911D-02-068.000. Lots 3 To 6 Inc Blk 3 Roberts & Davenport. 704 24th St. Remove Prohibited Items. Harley South Properties LLC
- Parcel 8: 0810E-03-069.000. Lots 13 & 14 Blk 372 North Gulfportsecs. 27/28-7-11. Indiana Ave. Cut & Clean The Property, Remove Weeds, Vines, Limbs, Tr, Remove/Haul Off Trash & Debris. Anderson Maria
- Parcel 9: 0811B-04-054.000. E 1/2 Of Lots 1 To 4 Inc Blk 33 Arlington Heights Add. 1701 24th St. Cut & Clean The Property, Remove Weeds, Vines, Limbs, Tr, Remove/Haul Off Trash & Debris. Peterson Re Holdings LLC
- Parcel 10: 1010E-02-007.000. S 100 Ft Of N 200 Ft Of E1/2 Of Square 2 Monet Survey Sec 30-7-10. 1115 Bridge St. Cut & Clean The Property, Remove Weeds, Vines, Limbs, Tr, Remove/Haul Off Trash & Debris, Board Up And Secure Openings. Peters Steven D
- Parcel 11: 0910B-03-028.000. Lot 12 Blk. 28 Gulfport Bayou View Subd.. 4701 Jefferson Ave. Cut & Clean The Property, Remove Weeds, Vines, Limbs, Tr, Remove/Haul Off Trash & Debris, Remove Or Repair & Legally Tag. Mohiuddin Javed & Yasmin Q
- Parcel 12: 0908K-01-006.002. Lot Being Pt Of Lots 221 - 222 Wildwood Subd 1st Add. 2304 Cottonwood Dr. Cut & Clean The Property, Remove Weeds, Vines, Limbs, Tr, Remove/Haul Off Trash & Debris, Remove Or Repair & Legally Tag, Make Necessary Repairs, Bring Bldg Up To Code Or Demo, Remove Clutter And Debris. Wisniewski Maudie S
- Parcel 13: 0908L-02-015.012. Lot 14 Wingate Subd Unit 2. 130 Faust Dr. Cut & Clean The Property, Remove Weeds, Vines, Limbs, Tr, Remove/Haul Off Trash & Debris. Sharp Kevin Eugene

WHEREAS, the Mayor and members of the Council of the City of Gulfport further find, determine and adjudicate that advertisement for bids to clean the above referenced properties should be made in the form and manner by law provided; and

WHEREAS, the Mayor and members of the Council further find, determine and adjudicate that the cost of the demolition and lot cleanup shall not exceed the aggregate amount of \$20,000.00 per parcel shall be a lien against said property and shall be enrolled in the office of the Circuit Clerk of the First Judicial District of Harrison County, Mississippi as other judgments are enrolled, and thereafter, the Tax Collector of the Municipality shall, upon order of the Mayor and members of the Council, proceed to sell the herein described land to satisfy said lien as now provided by law for the sale of land for delinquent municipal taxes.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND MEMBERS OF THE COUNCIL OF THE CITY OF GULFPORT, MISSISSIPPI, AS FOLLOWS:

SECTION 1. That the matters, facts and things recited in the Preamble hereto are hereby adopted as the official findings of the Governing Authority.

SECTION 2. That the City Clerk be and is hereby authorized to advertise for bids to clean the property described above lying and being within the City of Gulfport, First Judicial

District of Harrison County, Mississippi.

SECTION 3. That the cost of cleanup of the herein described property, including any penalty assessed, shall be a lien against said property and shall be enrolled in the office of the Circuit Clerk of the First Judicial District of Harrison County, Mississippi, and thereafter, the Tax Collector of the City, shall, upon order of the Mayor and members of the Council, proceed to sell the land to satisfy said lien as now provided by law for the sale of lands delinquent municipal taxes.

Councilmember _____ moved the adoption of the Resolution, which motion was seconded by Councilmember _____. Upon being put to a roll call vote, the following ballots were cast:

YEAS:

NAYS:

ABSENT:

WHEREUPON the President declared the motion carried and the Resolution adopted, this the _____ day of _____, 2023.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF THE COUNCIL

PRESIDENT OF THE COUNCIL

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the _____ day of _____, 2023.

APPROVED:

MAYOR

MEMORANDUM

To: City of Gulfport Planning Commission

From: Su-Lin Featherston, Planning Administrator
Urban Development Department

Date of Hearing: July 18, 2023

Re: Final Plat - approval of a 164-lot townhome subdivision (Highland Lake Townhomes Phase 1) on tax parcel zoned R-B - located at Ollie Road - Case # 2306PC063 - Ward 6.

Final Plat 2306PC063, by owner Highland Lake Townhomes, LLC, Tax Parcel 1008F-01-001.000, seeking approval for a final plat of a 164-lot townhome subdivision (Highland Lake Townhomes Phase 1) at Ollie Road, Zoned R-B (Residence-Business), Ward 6

Technical Report
Final Plat
(Highland Lake Townhomes)

GENERAL INFORMATION

Case File Number: 2306PC063

Hearing Date: June 22, 2023

Current Zoning/Use: R-B / Vacant Property

Legal: Final Plat 2306PC063, by owner Highland Lake Townhomes, LLC, Tax Parcel 1008F-01-001.000, seeking approval for a final plat of a 164-lot townhome subdivision (Highland Lake Townhomes Phase 1) at Ollie Road, Zoned R-B (Residence-Business), Ward 6

TECHNICAL DETAILS

The applicant requests approval of a Final Plat to create a new 164- unit townhome development containing 20.1 acres zoned R-B (Residence Business). The development will be in two phases. The applicant is seeking approval for Phase 1, which will contain one hundred lots.

Regulations state that the minimum property size for new townhome development must have for the first two (2) dwelling units, 3,800 square feet and each additional dwelling unit, 1,200 square feet; in which the applicant exceeds the required square footage requirement. In addition, this includes a lot width minimum of 14 feet wide with a 10-foot front yard setback. In addition, the minimum side yard required for the townhouse unit located at the end of a row of townhouses shall be eight (8) feet from the exterior lot line. Applicant must meet all on-site parking requirements. Parking dimensions will be required on construction plans as well as drainage calculations.

Further, On April 28, 2022 the General Plan (2204PC066) was approved by the Planning Commission and granted an extension on April 27, 2023 with certain conditions. One of the stated conditions was that the applicant must have a tree survey for this project, as well as a replacement plan. Secondly, this project does not incorporate natural features and trees preservation into the project development. In regards to the Supplementary Design Standards Appendix A Sec. IV (2) thus, the applicant has not provided the required information to the Planning Department.

To be considered townhomes, each townhome must have its own parcel number. The applicant has met this particular requirement. In addition, the proposed parcels are located adjacent to existing city rights-of-way; are protected by Gulfport Fire and Police, and will have capacity for city water and sewer.

Technical Report

Final Plat

(Highland Lake Townhomes)

Subdivision regulations require a multitude of items for development and this project meets and does not meet several of them.

A. Meets:

- a. Lot sizes
- b. Lot access to planned public roads
- c. Right-of-way width 60 feet. Article III (9-50)(B)(13)
- d. Townhomes located on individual parcels.

B. Does not meet:

- a. This project does not incorporate natural features and trees preservation into the project development. Supplementary Design Standards Appendix A Sec. IV (2)
- b. The applicant must have a tree survey for this project, as well as a replacement plan.
- c. Final Plat was denied by the GIS Department. Due to at the time of Final Plat, all relevant information, including utilities, water, sewer, and drainage must be submitted. Digital File PDF Site Plan incomplete.

EXECUTIVE SUMMARY

On April 28, 2022, the General Plan (2204PC066) was approved by the Planning Commission with certain conditions. One of the stated conditions was that the applicant must have a tree survey for this project, as well as a replacement plan. Secondly, this project does not incorporate natural features and trees preservation into the project development. Supplementary Design Standards Appendix A Sec. IV (2) which the applicant has not provided the required information to the Planning Department. Further, GIS Department has denied Final Plat due to plans incomplete. Missing utilities, water, sewer, and drainage. Engineered drawings/maps must be submitted.

Any approval should consider these conditions:

1. Final Plat was denied by the GIS Department. Due to at the time of Final Plat, all relevant information, including utilities, water, sewer, and drainage must be submitted.
2. All construction and sub-disciplines shall comply with all City Building Codes and Ordinances.
3. Needs a tree survey and tree replacement plan required. The tree survey only needs to show protected trees.
4. Parking dimensions will be required on construction plans.
5. Must provide name of future streets.
6. Must meet architectural standards.
7. This project does not incorporate natural features and trees preservation into the project development. Supplementary Design Standards Appendix A Sec. IV (2)

Technical Report
Final Plat
(Highland Lake Townhomes)

DEPARTMENTAL CONDITIONS

Engineering: Conditions. Complete punch list items from final inspection dated 6/1/23. Memo dated 6/9/23.

Public Works: All punch list items from final inspection dated 6/1/23 to be completed, and all close out documentation submitted. Memo dated 06/9/23.

Traffic and Safety: Punch list items must be complete. Memo dated 6/9/23.

Building Code Services: Must meet all current Building Codes and City of Gulfport Ordinances. Memo dated 5/31/23.

GIS: Denied. Digital File PDF Site Plan incomplete, missing utilities. Engineered Drawing /Maps incomplete. At the time of the Final Plat, all relevant information, including water, sewer, and drainage must be complete. Memo date 6/8/23.

Police Department: No comments as of 6/1/23.

Fire Department: No conditions. Memo dated 6/1/23.

City Arborist: No conditions. Memo dated 6/1/23.

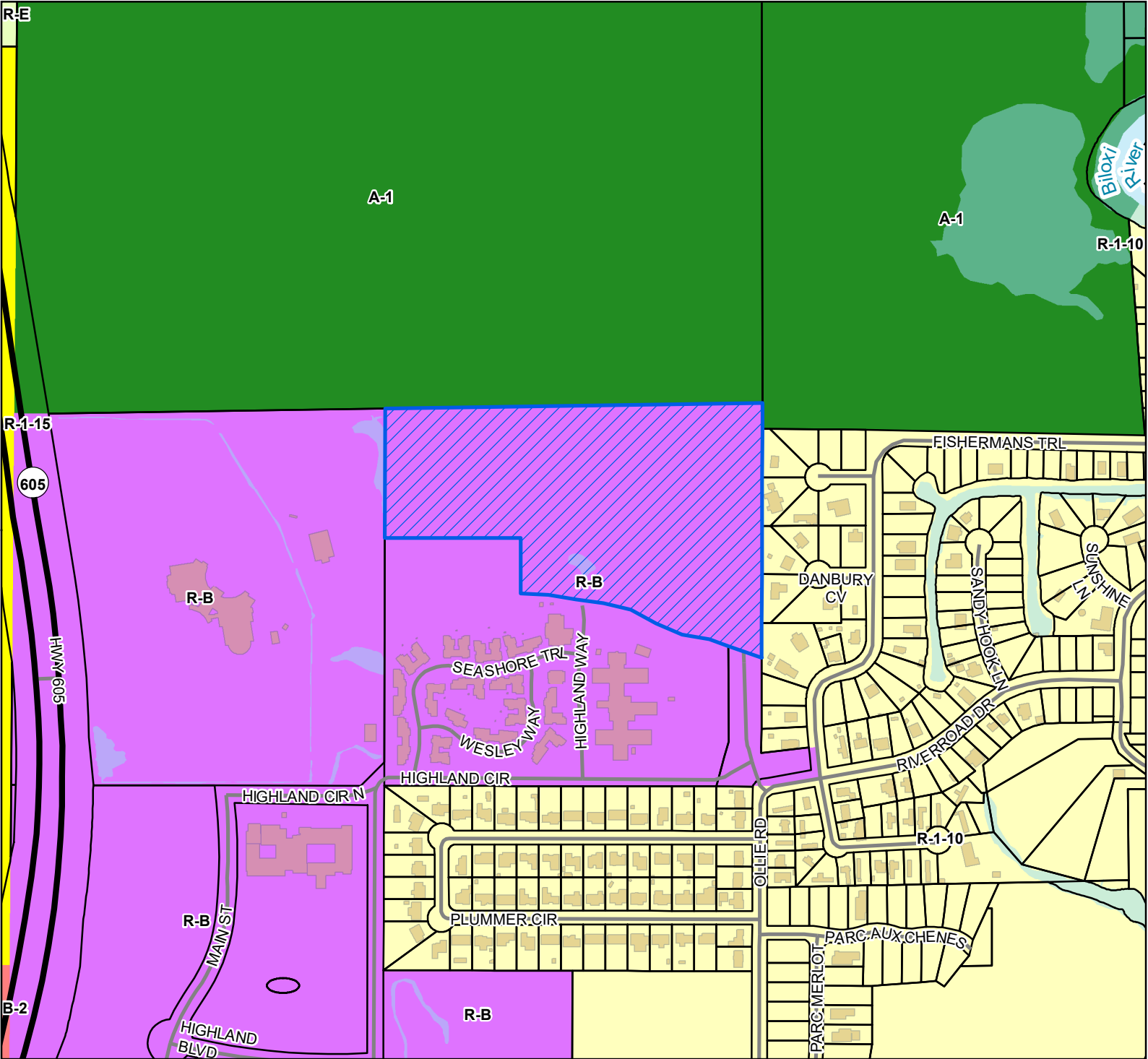
DIRECTOR APPROVAL

This report has been reviewed and approved by:



Greg Holmes
Director of Urban Development Department

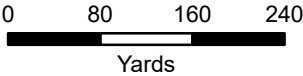




- Site
- US or State Highway
- Street
- Parcels
- Buildings
- Water Features
- Zoning**
 - A-1 - Agricultural District
 - B-2 - General Business District
 - R-1-10 - Single Family Residence (Low Density)
 - R-1-15 - Single Family Residence District (Low Density)
 - R-B - Residence-Business District
 - R-E - Residence-Estate

Site Information

1008F-01-001.000
Zoning: R-B (Residence-Business)
Size: 20.1 acres
Flood: X



1 inch = 500 feet



DATA DISCLAIMER: All information that is provided on this map is believed to be correct. However, no liability is assumed by the City of Gulfport for errors in substance or form of any of the materials published on this map. The GIS Division, City of Gulfport, provides the information represented on this map as a service to the community and makes every effort possible to provide quality information. However, no claims, promises, or guarantees about the accuracy, completeness, or adequacy of the information contained on this map are expressed or implied.

fee \$675



CITY OF GULFPORT
Urban Development - Planning Division
1410 24th Avenue
Gulfport, MS 39501
(228) 868-5710

APPLICATION FOR FINAL PLAT - TOWNHOMES

Property Information

TAX PARCEL #

1	0	0	8	F

 -

0	1

 -

0	0	1

 .

0	0	0

For Staff Use Only
Case File #: 23062063
Date Received: 5/1/23
Receipt #: _____
Received By: RG MW
Zoning: RB
Ward: 6 Flood: X
Size: 20.1 AC

(If necessary, use separate sheet of paper)

Address of Property Involved: 0 Ollie Road; Gulfport, MS 39503

Lot(s) _____, Block(s) _____, Subdivision _____

General Location: Immediately North of Seashore Methodist Retirement; Ollie Rd.

GENERAL DESCRIPTION OF REQUEST:

Final Plat for Phase 1 Highland Lakes Townhomes

OWNERSHIP AND CERTIFICATION:

I hereby certify that I have read and understand this application and that all information and attachments are true and correct. I also certify that I agree to comply with all applicable city codes, ordinances and state laws. Finally, I certify that I am the owner of the property involved in this request or have authorization to act as the owner's agent for the herein described request.

OWNER

Highland Lake Townhomes, LLC
Printed Name Of Owner
919 2nd Street
Mailing Address
Gulfport, MS 39501
City State Zip code
228-596-4471
Home Phone Work/Cell Phone
Kenneth @ gdevelopmentdesign.com
Email

[Signature]
Signature Of Owner

AGENT

Printed Name Of Agent
Mailing Address
City State Zip code
Home Phone Work/Cell Phone
Email

[Signature]
Signature Of Agent

If the property or properties listed above have more than one owner, please check this box. In the case of multiple owners, reverse side must be completed. Each additional owner will need to complete and sign the reverse side of this application. We can only accept applications with original signatures.

☐

SECTIONS A. THROUGH G. MUST BE SUBMITTED FOR A COMPLETE APPLICATION.

Certificate Of Completion

Envelope Id: A15C659BA0144D348D46297EA01BD28B
 Subject: Complete with DocuSign: RESOLUTION OF Highland Lake, LLC - Final Plat.pdf
 Source Envelope:
 Document Pages: 1
 Certificate Pages: 5
 AutoNav: Enabled
 EnvelopeId Stamping: Enabled
 Time Zone: (UTC-06:00) Central Time (US & Canada)

Status: Completed

Envelope Originator:
 Kenneth Jones
 P.O. Box 442
 Ocean Springs, 39566
 kjonescbc@gmail.com
 IP Address: 104.185.61.52

Record Tracking

Status: Original
 4/24/2023 2:45:22 PM

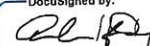
Holder: Kenneth Jones
 kjonescbc@gmail.com

Location: DocuSign

Signer Events

Adam Dial
 adamdial@me.com
 Security Level: Email, Account Authentication
 (None)

Signature

DocuSigned by:

 67FF7F7E6BE2450...

Signature Adoption: Drawn on Device
 Using IP Address: 98.97.82.90
 Signed using mobile

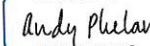
Timestamp

Sent: 4/24/2023 2:46:54 PM
 Viewed: 4/25/2023 7:23:34 AM
 Signed: 4/25/2023 7:23:41 AM

Electronic Record and Signature Disclosure:

Accepted: 4/25/2023 7:23:34 AM
 ID: 995ff12a-6039-4ab4-beee-406d233608c1

Andy Phelan
 andy@gcdevelopmentdesign.com
 Security Level: Email, Account Authentication
 (None)

DocuSigned by:

 79F078C1400A41B...

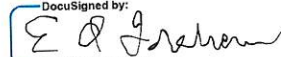
Signature Adoption: Pre-selected Style
 Using IP Address: 162.232.6.24

Sent: 4/24/2023 2:46:54 PM
 Viewed: 4/24/2023 2:47:51 PM
 Signed: 4/24/2023 2:48:04 PM

Electronic Record and Signature Disclosure:

Accepted: 4/24/2023 2:47:51 PM
 ID: 9f00defe-64a7-4db8-a223-8aa037c880a7

Ed Trehern
 edtrehern@gmail.com
 La Dolce Vita
 Security Level: Email, Account Authentication
 (None)

DocuSigned by:

 D275C48F4EA74AD...

Signature Adoption: Drawn on Device
 Using IP Address: 104.28.48.136

Sent: 4/24/2023 2:46:55 PM
 Viewed: 4/24/2023 2:48:27 PM
 Signed: 4/24/2023 2:49:04 PM

Electronic Record and Signature Disclosure:

Accepted: 7/7/2022 12:07:14 PM
 ID: 7f46a619-cf7f-449a-ae4d-9779393ba486

Kenneth Jones
 kjonescbc@gmail.com
 Member
 Gulf Coast Development & Design, LLC
 Security Level: Email, Account Authentication
 (None)

DocuSigned by:

 FE636FF1E319479...

Signature Adoption: Drawn on Device
 Using IP Address: 104.185.61.52

Sent: 4/24/2023 2:46:54 PM
 Viewed: 4/24/2023 2:47:38 PM
 Signed: 4/24/2023 2:47:43 PM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

THIS INSTRUMENT WAS PREPARED BY:

Sabrina B. Ruffin, MSB#103659
Hand Arendall Harrison Sale LLC
104 St. Francis Street, Ste. 300
Mobile, Alabama 36602
(251) 432-5511

WHEN RECORDED RETURN TO:

Wanda Brown
Hand Arendall Harrison Sale LLC
104 St. Frances St., Suite 300
Mobile, Alabama 36602
(251) 432-5511

Indexing Instructions: Lots 1 through 98, all common areas, and all other property shown on that certain plat of subdivision for Highland Lake Townhomes, Phase ____ recorded in Map Book ____, at Page ____ of the Office of the Chancery Clerk of Harrison County, First Judicial District, Mississippi.

HIGHLAND LAKE TOWNHOMES, LLC
919 2ND STREET
GULFPORT, MS 39501
RESIDENTIAL PHONE NO. NA
BUSINESS PHONE NO. (228) 596-4471

DECLARATION OF CONDITIONS, COVENANTS AND RESTRICTIONS

OF

HIGHLAND LAKE TOWNHOMES SUBDIVISION

THIS DECLARATION OF CONDITIONS, COVENANTS AND RESTRICTIONS (this "Declaration") is made this ____ day of _____, _____, by HIGHLAND LAKE TOWNHOMES, LLC, a Mississippi limited liability company ("Declarant", as further defined below).

WITNESSETH:

WHEREAS, on _____, 20____, Declarant recorded in Map Book____, Page ____ of the Office of the Chancery Clerk of Harrison County, Mississippi, First Judicial District, a subdivision plat for Highland Lake Townhomes, Phase ____ Subdivision ("Plat of Subdivision", as further defined below) pertaining to certain real property owned by Declarant in Harrison County, Mississippi, as more specifically described on Exhibit "A" hereto.

NOW, THEREFORE, DECLARANT HEREBY DECLARES, that subject to the provisions hereof, all of the Lots (hereinafter defined) shall be held, sold and conveyed by the Owners and the Common Area (hereinafter defined) shall be held by the Association subject to the restrictions, covenants and conditions contained herein for the purposes of protecting the value and desirability of, and which shall run with, the Community Property (hereinafter defined) and be binding on all parties having any right, title or interest in the Community Property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each Owner of any portion thereof.

ARTICLE ONE
GENERAL PROVISIONS

1.01 Restrictive Covenants and Easements Running with the Land. The use of the Community Property shall be in accordance with the provisions and restrictions of this Declaration, all of which are to be construed as restrictive covenants and/or easements, as applicable, running with the land and with the title to each and every Lot and shall be binding upon all Owners and other persons having interests therein and upon their heirs, personal representatives, successors, grantees and assigns.

1.02 Terminology. Whenever the context requires, words used in the singular shall be construed to mean or to include the plural and vice versa, and pronouns of any gender shall be deemed to include and to designate the masculine, feminine or neuter gender.

1.03 Definitions. The following terms, when capitalized herein, shall have the meaning set forth in this Section 1.03:

- (a) "Additional Property" shall mean and refer to that certain real property described on Exhibit "B" attached hereto.
- (b) "Architectural Review Committee" means the Architectural Review Committee as established by the Board of Directors in accordance with the Bylaws.
- (c) "Articles of Incorporation" means the Articles of Incorporation of Highland Lake Townhomes Owners Association, Inc., a Mississippi non-profit corporation, as recorded in the records of the Office of the Secretary of State of Mississippi, as the same may hereafter be amended, altered or repealed from time to time.

- (d) "Association" means Highland Lake Townhomes Owners Association, Inc., a Mississippi non-profit corporation.
- (e) "Board" or "Board of Directors" means the Board of Directors of the Association, established in accordance with the Articles of Incorporation and Bylaws of the Association.
- (f) "Builder" means any commercial home builder or contractor who owns one or more Lots in the Subdivision and is in the business of constructing residential structures to sell to owner-occupants.
- (g) "Bylaws" means the Bylaws of the Association, as the same may hereafter be amended, altered or repealed from time to time.
- (h) "Common Area" means all real property within the Subdivision which is owned or leased by the Association or dedicated for use or maintenance by the Association or its members, regardless of whether title has been conveyed to the Association.
- (i) "Common Expense" means any and all expenses of the Association (i) associated with the ownership, maintenance, repair and/or replacement of the Common Area; (ii) in repairing and maintaining any Party Roof, the exterior of any Townhome(s), and otherwise performing any repair and/or maintenance in accordance with the terms and conditions of Article Eleven hereof; (iii) in obtaining and maintaining any and all insurance required or otherwise permitted in accordance with Article Twelve hereof; and (iv) otherwise denominated hereunder as a Common Expense.
- (j) "Community Property" means all of the Lots and the Common Area, collectively.
- (k) "Declarant" means Highland Lake Townhomes, LLC, a Mississippi limited liability company, its successors and assigns which expressly are assigned and assume the Declarant's rights as "Declarant" hereunder.
- (l) "Lot" means each and every numbered lot shown on the Plat of Subdivision.
- (m) "Member" means every person or entity who is a member of the Association.
- (n) "Mortgagee" means a holder or beneficiary of any mortgage, deed of trust, deed with vendor's lien reserved, or any other form of instrument used for the purpose of encumbering or conveying real property as security for payment or satisfaction of any obligation.
- (o) "Owner" means the record owner, whether one or more persons or entities, of a fee simple title to any Lot, including contract sellers, but excluding mortgagees, lien holders, lessees, tenants, and those having such interests solely as security for the performance of an obligation.

- (p) "Party Roof" means a common roof system for any Townhome sharing a Party Wall(s).
- (q) "Party Wall" means a common wall separating any Townhomes located on two (2) or more separate Lots that is constructed, improved, maintained, repaired and replaced on the boundary line between said two (2) or more Lots.
- (r) "Person" means any individual, corporation, trust, partnership, joint venture, limited liability company or other entity.
- (s) "Plat of Subdivision" has the meaning ascribed to such term hereinabove and shall also include any additional plat or plats or real property that are hereafter recorded where such real property is annexed to this Declaration in accordance with the terms of Section 10.02 hereof.
- (t) "Subdivision" means Highland Lake Townhomes, Phase _____, a subdivision as shown on the Plat of Subdivision, including any of the Additional Property made subject to this Declaration in accordance with the terms of Section 10.02.
- (u) "Townhouse" or "Townhome" means any single family dwelling unit situated upon a Lot.
- (v) "Townhome Building" means two (2) or more Townhomes that are attached to one another via the sharing of a Party Wall(s).
- (w) "Turnover" means the earlier to occur of (i) Declarant relinquishing control of the Association in a written instrument recorded in the real property records of Harrison County, Mississippi, (ii) three (3) months after one hundred percent (100%) of the lots in the Subdivision, including lots to be created out of the Additional Property in accordance herewith, have been conveyed to persons other than Declarant or Declarant's successors or assigns, (for avoidance of doubt purposes, the event described in this clause (ii) shall not be deemed to have occurred prior to Declarant having annexed all of the Additional Property into the Subdivision and having sold all of the Lots therein), or (iii) _____, 20__; provided, however, that in the event of a conflict between Mississippi law and the foregoing, the applicable Mississippi law shall control.

ARTICLE TWO

COMMON AREA

2.01 Common Area. The Association, subject to the rights of the Owners set forth in this Declaration, the Articles of Incorporation and the Bylaws, shall be responsible for the exclusive maintenance, management, and control of the Common Area and all improvements thereon, and shall keep the Common Area in good, clean, attractive, and sanitary condition, order, and repair pursuant to the terms and conditions of this Declaration. The Association has the right

to restrict the use and govern the operation of the Common Area by promulgating reasonable rules and regulations, including with respect to any Common Area facilities, the right to charge reasonable one-time or monthly fees for the use thereof by the Owners as the Association deems necessary or appropriate. Rules and regulations may be established by the Association to regulate the use of the Common Area.

2.02 Right of Enjoyment. Subject to any rules and regulations promulgated by the Board of Directors and the terms and conditions of the Bylaws, every Member shall have a right and easement of enjoyment of the Common Area, and such easement shall be appurtenant to and pass with the title to each Lot.

2.03 Lots Subject to Covenants, Restrictions, Limitations and Term. Each Lot that shall be conveyed, held, devised, leased, or demised at any time hereafter shall be subject to all the terms, conditions, covenants, restrictions, and limitations herein contained, and the obligation to observe and perform the same whether or not it be so expressed in the deed or other instrument of conveyance of the Lot or real property, and such shall run with the Lot or real property and be appurtenant thereto as if fully set out in such deed or instrument of conveyance, subject to the terms and conditions hereof.

2.04 Emergency Access Easement. Association is the assignee of the grantee under that certain Perpetual Emergency Access Easement recorded at Instrument 2022-0019606-D-J1 in the Office of the Chancery Clerk of Harrison County, First Judicial District, Mississippi, and the holder of the rights and obligations of the grantee thereunder for the benefit of the Association, all Owners, and all tenants and guests of all Owners (the "Emergency Access Easement"). The Association shall have the right to promulgate rules and regulations regarding the use of the Emergency Access Easement. The obligations, including any maintenance obligations, of the grantee under the Emergency Access Easement shall be performed by the Association and the cost thereof shall be levied as Assessments (hereinafter defined).

2.05 Overhead Wires. No Lot shall be served with any overhead electrical or communications service, and no Owner shall erect power poles for such service; provided, however, that nothing herein shall be construed to prohibit overhead street lighting or ornamental yard lighting provided that such lighting is constructed in accordance with the terms and conditions hereof.

2.06 Control of Common Area. The Association may, upon approval by the Board of Directors, sell, subdivide, lease, mortgage, grant easements over or otherwise encumber the Common Area, or exchange all or any portion of the Common Area for Lots or other real property, or purchase or acquire any additional real property and dedicate the same as Common Area subject to the terms of this Declaration.

2.07 Condemnation. In the event of a taking by eminent domain of any portion of the Common Area on which improvements have been constructed, the Association shall restore or replace such improvements so taken on the remaining Common Area, unless within sixty (60) days after such taking, an alternative plan is approved by at least seventy-five percent (75%) of the voting interests of the Members. The provisions of this Declaration applicable to replacement or

restoration of damaged improvements on the Common Area shall also apply to and govern the actions to be taken in the event that the improvements are not restored or replaced after a condemnation.

2.08 Liability. Owners, occupants and their guests shall use and enjoy the Common Area at their own risk and shall assume sole responsibility for their personal belongings used or stored there. The Association, Declarant and their respective officers, directors, employees, representatives and agents shall not be held liable for personal injury to any person, nor for loss or damage to personal belongings used or stored on any of the Common Area. The Association shall not be liable for injury or damage to any person or property (a) caused by the elements or by an Owner or any other person, (b) resulting from any rain or other surface water which may leak or flow from any street, pipe, plumbing, drain, conduit, appliance, equipment, security system, or utility line or facility, the responsibility for the maintenance of which is that of the Association, or (c) caused by any street, pipe, plumbing, drain, conduit, appliance, equipment, security system, utility line, facility, or from any portion of the Common Area, the responsibility for the maintenance of which is that of the Association, becoming out of repair. Nor shall the Association be liable to any Owner or occupant for loss or damage, by theft or otherwise, of any property of such Owner or occupant.

ARTICLE THREE

ASSOCIATION MEMBERSHIP AND VOTING RIGHTS

3.01 Membership. Each Owner shall be a Member, subject to the terms and conditions of the Articles of Incorporation and the Bylaws.

3.02 Voting. Voting by Owners shall be in accordance with the Bylaws.

3.03 Assignment. The share of a Member in the funds and assets of the Association cannot be assigned, hypothecated, or transferred in any manner except as an appurtenance of said Owner's Lot.

ARTICLE FOUR

COVENANT FOR MAINTENANCE ASSESSMENTS

4.01 Personal Obligation of Assessments. Declarant, for each Lot, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, (2) special assessments, and (3) any individual assessments, fines or charges charged against the Lot or Owner, as such assessments are hereinafter established and shall be collected as hereinafter provided (singularly, an "Assessment" and collectively, the "Assessments"), as such Assessments are hereinafter established and shall be collected as hereinafter provided. The annual, special, and individual assessments, together with interest, costs, an administrative late fee not to exceed the greater of twenty-five and no/100 dollars (\$25.00) or five percent (5%) of the amount of each installment that is past due, and reasonable attorneys' fees, shall be a charge on the Lot

and shall be a continuing lien upon the property against which each such Assessment is made effective from and relating back to the date on which this Declaration was recorded. Any payment received and accepted by the Association shall be applied first to any interest accrued, then to any administrative late fee, then to any costs and reasonable attorney's fees, and then to the delinquent Assessments. Each such Assessment, together with interest, costs, the administrative late fee and reasonable attorneys' fees, shall also be the personal obligation of the person who was the Owner of such Lot at the time when the Assessment fell due. The personal obligation for delinquent Assessments shall pass to successors in title.

4.02 Purpose of Assessments. The Assessments levied by the Association shall be used to provide for (a) operation of the Association, (b) the management, care and maintenance of the Common Area and any improvements constructed thereon, including provision for appropriate insurance against casualty and liability and for the purposes set forth herein, (c) maintenance and repair of any aspect of the Townhomes that is delegated to the Association in accordance with Article Eleven hereof, and (d) performance of any and all matters that are declared herein to be a Common Expense. The Association shall have the obligation to maintain the Common Area (including, without limiting the generality of the foregoing, any and all roads, easements, drainage facilities, landscaping, structures, holding and retention ponds, and the like, whether denominated as such or otherwise) and shall pay all ad valorem property taxes assessed upon them. The Association may fund in the Reserve Account (hereinafter defined) such sums as the Board determines in good faith are necessary and adequate to make periodic repairs and improvements to any part of the Common Area, the Party Roofs and/or the Party Walls.

4.03 Annual Assessments. To provide the total sum necessary for the insurance purchased by the Association hereunder, the Reserve Account, the maintenance, repair and replacement (as applicable) of any improvements located on the Common Area, and any and all other expenses of the Association (whether pertaining to the ownership, operation, use, maintenance, and/or repair of the Common Areas or otherwise), each Member for each Lot owned shall pay a portion of the total amount necessary for such purposes to the Association. The portion to be paid by each Member for each Lot shall be determined in accordance with Section 4.06 hereof. The amount of the annual Assessment assessed against each Member as provided under the foregoing sentence shall be assessed by the Association as a lien at the beginning of each annual Assessment period.

4.04 Special Assessments for Capital Improvements Upon Common Area. In addition to the annual Assessments authorized above, the Board of Directors may levy, in any assessment year, a special Assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area and any entrance wall or signage, including fixtures and personal property related thereto.

4.05 Date of Commencement of Annual Assessments and Due Dates. The Assessments provided for herein shall only be assessed against Lots upon which a Townhome has been constructed, and will commence as to a particular Lot upon conveyance of the Lot to any Owner who is not the Declarant or a Builder. The first annual Assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount

of the annual Assessment against each Lot at least thirty (30) days in advance of each annual Assessment period. Written notice of the annual Assessment shall be sent to every Owner subject thereto. The Board of Directors shall determine if annual and special Assessments will be collected annually, quarterly or at some other interval and shall set due dates for Assessment payments. If the Board of Directors does not fix an annual Assessment in advance of any annual Assessment period, the annual Assessment for the period will be the same as for the prior period until the Board fixes a new annual Assessment amount.

4.06 Assessment Shares. Each Member shall be responsible for a portion of any annual or special Assessments levied against the Members equal to a fraction calculated in accordance with the following: the numerator of such fraction shall be the number of Lots owned by such Member and the denominator of which shall be the total number of Lots in the Subdivision at the time such Assessment is levied. The quotient of such fraction shall be multiplied by the total sum of the applicable Assessment, and the resulting figure shall be the portion of such Assessment that is owed by the applicable Member. The total number of Lots in the Subdivision may be increased from time-to-time by Declarant in its sole and absolute discretion in accordance with Section 10.02 hereof, and any such increases in the total number of Lots in the Subdivision shall be taken into account in calculating any Assessments in accordance with this Section.

4.07 Initial Capital Contribution Assessment. An Assessment is hereby levied against, and due upon the closing of the sale of, each Lot in the amount of the greater of (a) Two Hundred and No/100 Dollars (\$200.00), or (b) one-fourth (1/4) of the then current annual Assessment against the purchaser of each Lot (whether such Lot has a completed Townhome located upon it or otherwise) and against each subsequent purchaser of each Lot; provided, however, that in the case of sales of Lots by Declarant to a Builder, the Builder shall be exempt from such Assessment. The proceeds of such Assessments may be used by the Association for any purpose for which the Association is authorized under the Articles of Incorporation, Bylaws or this Declaration.

4.08 Reservation of Lien; Effect of Nonpayment of Assessments; and Remedies of the Association. Any Assessment not paid within thirty (30) days after the due date shall bear interest thereon at a rate to be set by the Board of Directors but in no event greater than the maximum percentage rate as may then be permitted under the laws of the State of Mississippi. The Association may bring an action at law or in equity against the Owner personally obligated to pay any Assessment. Furthermore, a lien is hereby reserved in favor of the Association against each Lot in the amount of all Assessments outstanding against such Lot (the "Assessment Lien"). Interest, costs, and reasonable attorneys' fees of any action brought by the Association in respect of an Assessment and/or the Assessment Lien applicable to such Assessment shall be added to the amount of such Assessment and shall be secured by the Assessment Lien. Each such Owner, by his acceptance of a deed to or other conveyance of an interest in a Lot, hereby expressly vests in the Association the right and power to bring all actions, in the name of the Association, against such Owner personally for the collection of each Assessment as a debt and to foreclose the Assessment Lien in the manner provided for the foreclosure and sale under a mortgage and deed of trust pursuant to Mississippi law. Each Owner hereby expressly grants to the Association a power of sale in connection with the Assessment Lien. The Association, including its agents, successors, assigns, attorneys in fact or other legal representatives, shall have the power to appoint a trustee or substitute trustee to perform the sale, and the Association shall have the right to bid at

any foreclosure sale and to acquire and hold, lease, encumber, and convey the same. At any such public sale, the appointed trustee may execute and deliver to the purchaser a conveyance of the property in fee simple. No Owner may waive or otherwise escape liability for the Assessments by non-use of the Common Area or abandonment of said Owner's Lot. The Board of Directors may also suspend the use rights of any Owner of the Common Area in the event of a failure to pay any Assessment within thirty (30) days of the applicable due date. Furthermore, and without limiting any rights of the Association hereunder, the Association shall have the right to transfer, assign and convey to any third party any debt associated with any unpaid Assessments and the Assessment Lien that is associated therewith.

4.09 Election of Remedies. Institution of a suit at law to collect payment of any delinquent Assessments shall not be deemed to be an election by the Association which shall prevent its thereafter seeking enforcement of the collection by foreclosure of any sums remaining owing to it, nor shall proceeding by foreclosure to effect such collection be deemed to be an election precluding the institution of a suit at law to collect any sum then remaining owing to the Association. The Association shall be entitled to bid at any sale held in connection with the foreclosure of the Assessment Lien and may apply as a cash credit against its bid all sums secured by the lien enforced.

4.10 Subordination of the Lien to Deeds of Trust. The Assessment Lien shall be subordinate to the lien of any first deed of trust on a Lot. Sale or transfer of any Lot shall not affect the Assessment Lien; provided, however, the sale or transfer of any Lot pursuant to foreclosure of a first deed of trust on said Lot or any proceeding in lieu thereof, shall extinguish the Assessment Lien as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any Assessments thereafter becoming due or from the Assessment Lien associated therewith or relieve the prior Owner from any personal liability for any unpaid Assessments occurring prior to said sale or transfer.

4.11 Estoppel Letter. The Association shall, within thirty (30) days after receiving a written request therefor and for a reasonable charge, as established by the Board of Directors, certify to the amount of any unpaid Assessments constituting a lien on a specified Lot. A certification letter signed by an officer of the Association or the Association's managing agent, if any, as to the amount of Assessments due with respect to a Lot shall be binding upon the Association.

4.12 Reserve Account. The Association shall establish and maintain an adequate reserve fund for the periodic maintenance, repair, and replacement of improvements to the Common Area, the Party Roofs, the Party Walls, and for such other purposes as may be set forth herein (the "Reserve Account"). The Reserve Account shall be maintained out of regular assessments for Common Expenses.

ARTICLE FIVE

MAINTENANCE AND REPAIR

5.01 Maintenance. The Association shall provide maintenance of the Common Area. In addition, the Association shall have the right, but not the obligation, to maintain other property not owned by the Association, whether within or without the Subdivision and to enter into easement and covenant to share costs agreements regarding such property where the Board has determined that such action would benefit the Owners. Without limiting the foregoing, the Association shall have a reasonable right of entry upon any Lot to make emergency repairs and to do other work reasonably necessary for the proper maintenance and operation of the Common Area and to carry out its rights and duties set forth in this Declaration.

5.02 Failure to Maintain. In the event an Owner shall fail to maintain and repair his Lot and the improvements situated thereon, as provided for herein and provided that the failure to so maintain shall cause damage or injury to the adjoining Lot or to common structural elements which affect an adjoining Lot, the Association, after approval by a majority vote of the Board of Directors, shall have the right, through its agents and employees, to enter upon said Lot and to repair, maintain, and restore the Lot and the Townhouse and any other improvements erected thereon. The cost of the same shall be added to and become part of the Assessment to which such Lot is subject; provided, however, if a dispute arises concerning the foregoing between the Owner and the Association, the matter may be submitted to arbitration in accordance with the mutual agreement of the parties.

5.03 Damage to Common Area. Notwithstanding anything contained in this Article Five to the contrary, each Owner shall be personally responsible and personally liable for any damage to the Common Area, or any portion thereof, caused by the Owner and/or the Owner's family members, guests, invitees, lessees or licensees as a consequence of the negligence, recklessness or willful misconduct of such person. The cost of repair for any damage so caused by the Owner, the Owner's family members, guests, invitees, lessees or licensees shall be an individual Assessment against the Owner responsible therefor and the Lot of such Owner.

ARTICLE SIX

ARCHITECTURAL CONTROL

6.01 Submission of Plans and Specifications. No Townhouse, building, fence, wall, or other structure or improvement shall be constructed, erected, or maintained upon any Lot, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications of the same shall have been submitted by an Owner to and approved in writing as in harmony with this Declaration by the Architectural Review Committee. Two (2) copies of the building or construction plans and specifications (collectively, the "Plans") shall be submitted to the Architectural Review Committee. Prior to commencement of any construction activities on a Lot, an Owner's Plans must be approved by the Architectural Review Committee as to conformity and harmony with this Declaration. The Architectural Review Committee may, from time to time, establish additional written design guidelines for the Subdivision, and a copy of any such

guidelines then in effect shall be made available to any Member requesting a copy of same from the Association.

6.02 Approval or Disapproval. The Architectural Review Committee shall indicate its approval or disapproval of such plans and specifications by delivering, in writing, notice of such approval or disapproval to the requesting Owner. In the event the Architectural Review Committee fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval shall be deemed automatically given. Notwithstanding the immediately preceding sentence, if an Owner constructs, modifies, or alters any improvement on his or her Lot prior to delivering the applicable plans and specifications to the Architectural Review Committee as required hereunder, then such plans and specifications shall not be deemed approved if the Architectural Review Committee fails to approve or disapprove of such plans and specifications within said thirty (30) day period.

6.03 Right of Inspection. The Architectural Review Committee shall have the right, but not the obligation, to inspect the Owner's Lot and improvements during construction and prior to occupancy to inspect whether construction is proceeding in accordance with the construction plans submitted and approved by the Architectural Review Committee. Failure of an Owner to comply with the provisions of this Section 6.03, or failure of an Owner to carry out construction in accordance with the provisions of this Article, shall subject such Owner to such remedies as might be available at law or in equity (including, but not limited to, specific performance and injunction, payment of the prosecuting parties' reasonable legal fees and expenses).

6.04 Limited Review. The scope of review by the Architectural Review Committee is limited to appearance only and does not include any responsibility for structural soundness, suitability of construction or materials, compliance with building or zoning codes or standards, this Declaration, or any other similar or dissimilar factors.

6.05 Waiver of Liability. Neither the Architectural Review Committee nor any architect nor agent thereof nor the Association nor any agent or employee of any of the foregoing shall be responsible in any way for the failure of any improvements to comply with the requirements of this Declaration, nor for any defects in any plans and specifications submitted, revised or approved in accordance with the foregoing provisions, nor for any structural or other defects in any work done according to such plans and specifications, and all persons relying thereon or benefiting therefrom agree not to sue or claim against the entities and persons referred to in this Section for any cause arising out of the matters referred to herein and further agree to and do hereby release said entities and persons for any and every such cause.

ARTICLE SEVEN **USE RESTRICTIONS**

7.01 Residential Use; Commercial Activity. Except as is hereinafter provided in this Section and in Section 10.01(c) hereof, each Lot is hereby restricted to a private, single-family dwelling for residential use. No commercial activities of any kind whatsoever shall be conducted in any Townhome, any other building located on a Lot, or any portion of any Lot; provided,

however, that (a) an Owner may conduct a business entirely within his Townhome so long as (i) such business uses only ten percent (10%) of the total square footage of such Townhome, (ii) such business does not result in parking of additional vehicles on the Subdivision streets or Common Areas, (iii) such business is secondary to the use of the Lot for residential purposes, and (iv) such business shall not violate any applicable zoning ordinances, and (b) Builders shall have the right to use one or more townhomes as a “model home” and to operate a sales office from such model home.

7.02 Subdivision of Lots. Each Lot shall be conveyed as a separately designated and legally described freehold estate subject to the terms, conditions, and provisions hereof, to easements and rights-of-way, and matters of public record. No Lot may be subdivided into a smaller Lot or Lots unless approved by the Association; provided, however, that an entire Lot may be combined with an entire adjacent Lot and occupied as one Lot but assessed and governed as two Lots.

7.03 Signs. No sign of any kind shall be displayed on any Lot (including, without limitation, any signage within a townhome that is visible from the exterior of such townhome), except (i) that any Owner actively attempting to sell his Lot may place a “for sale” sign of less than four (4) square feet on his Lot; (ii) during the building of townhomes in the Subdivision, Declarant and/or the Builders in the Subdivision may place signs at the entrance and/or on any Lot to advertise the Subdivision and the Lots for sale therein and (iii) any Owner may display a sign of reasonable size provided by a contractor for security services within 10 feet of any entrance to the townhome.

7.04 Noxious and Offensive Activity. No noxious or offensive activity shall be carried on, in or upon any Lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to any other Owner.

7.05 Design Criteria; Structure. All improvements to be constructed or otherwise located on a Lot by an Owner shall comply with the following requirements:

- (a) Any Townhouse shall contain a minimum of one thousand one hundred (1,100) square feet of heated and cooled living space.
- (b) No townhouse may exceed three (3) habitable stories above grade.
- (c) To the extent required by applicable law, all sidewalks shall be constructed along the street right-of-way of each Lot in accordance with a uniform plan established by the Declarant. Accordingly, each site Plan submitted to the Architectural Review Committee shall show the location and material to be used for construction of the sidewalk, all as required and approved by the Architectural Review Committee. Each Owner shall construct or cause to be constructed on his or her Lot the approved sidewalk upon completion of the townhouse on his or her Lot and before occupancy thereof.
- (d) [Intentionally Omitted].

- (e) Air-conditioning and heating units, blowers, towers, condensers or structures related thereto, when erected between the side of any building or structure and the side Lot line of the Lot on which said building or structure is located, shall be enclosed in conformity with the general architecture of the primary residential building or structure, or shielded by shrubbery. No window air-conditioning units shall be permitted without the prior written approval of the Architectural Review Committee.
- (f) Underground electrical distribution facilities are required and no overhead electrical or similar wiring or lines shall be permitted.
- (g) All outside radio and T.V. antennas (including satellite dishes and other signal receiving/transmitting equipment) shall be installed in such a way as to minimize visibility from the front of the Lot and shall be placed on the back or side of any roof.
- (h) No plumbing or heating vent shall be placed on the front side of any roof.
- (i) Driveways must be made of concrete. In no event may any driveway be painted, scored or otherwise colored. Any driveway extension must be approved by the Architectural Review Committee and any such extension shall not impede any utility easement.
- (j) During construction, all vehicles, including those delivering supplies, must be parked so as not to unnecessarily damage trees on a Lot or Common Area.
- (k) All building debris, stumps, trees, etc., must be removed from each Lot by the Owner thereof as often as necessary to keep the Townhouse and Lot attractive. Such debris shall not be dumped in any area of the Subdivision.
- (l) No wall or fences may be constructed or erected around or on any Lot.
- (m) No outside clothes lines shall be permitted.
- (n) Following construction of a Townhome a Lot, existing drainage shall not be altered in any manner, and specifically shall not be altered in such a manner as to divert the flow of water onto an adjacent Lot.
- (o) Any roof constructed over any structure on any Lot must be covered with composite shingles or such other types of roof coverings of a higher grade and quality than composite shingles as are approved by the Architectural Review Committee.

7.06 Animals. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any Lot except that dogs, cats, and other household pets may be kept subject to the rules and regulations adopted by the Association, provided that they are not kept, bred, or maintained for

any commercial purpose. Pets must be kept leashed and/or under control at all times. Notwithstanding the foregoing, the restrictions in this Section 7.06 shall not apply to any service animals, support animals, and any other animals permissible under the Americans with Disabilities Act.

7.07 Waste. No rubbish, trash, garbage, or other waste material shall be kept or permitted upon any Lot except in sanitary containers located in appropriate area, screened and concealed from view.

7.08 Accessory Structures. Except as otherwise provided for herein, no patio cover, building or storage unit of any kind shall be erected, placed or set on any Lot unless (a) such structure is attached to the Townhouse erected on the same Lot, (b) the architecture and character of such structure matches that of said Townhouse, and (c) such structure has been approved in writing by the Architectural Review Committee.

7.09 Temporary Structures. No structure of a temporary character, trailer, mobile home, motor home, modular building unit, basement, tent, shack, garage, barn, or other outbuilding shall be used at any time on the Lots as a residence, either temporarily or permanently.

7.10 Vehicles.

- (a) No inoperative cars, trucks, trailers, boats, campers or other types of vehicles shall be allowed to remain either on or adjacent to any Lot; provided, however, this provision shall not apply to any such vehicle being kept in an enclosed garage.
- (b) No trucks larger than a one-ton pickup shall be parked in the Subdivision, except those reasonably necessary to complete approved improvements.
- (c) Recreational vehicles, campers, boats, boat trailers, waver runners, jet skis or other similar items shall not be parked or stored on any Lot.
- (d) Overnight parking within any street right of ways is prohibited. Parking in yards is strictly prohibited.
- (e) There shall be no major repair performed on any motor vehicle on or adjacent to any Lot unless performed inside an enclosed garage.
- (f) No noxiously loud or dangerous vehicles shall be allowed to be operated on any Lot, including, without limitation, all terrain vehicles (aka ATVs).

7.11 Construction. Any and all improvements on any Lot shall comply with the standards and provisions of the City of Gulfport, Mississippi, and its applicable building code. The use of dumpsters for cleaning and construction sites is permitted.

7.12 Pollution. There shall be no noxious emission of smoke, dust, odor, fumes, glare, noise, vibration, electrical or magnetic disturbance, detectable at the lot line or beyond.

7.13 Outdoor Lighting. No exterior lighting fixture (other than fixtures approved by the Architectural Review Committee) shall be installed within or upon any Lot without adequate and proper shielding of the fixture. No lighting fixture shall be installed that may become an annoyance or a nuisance to Owners or occupants of adjacent properties. No flood lights or security lights shall be allowed on any Lot. No light shall be attached to the soffits of any improvements on the Lot unless the lights are recessed.

7.14 Garbage and Refuse Disposal. No Lot shall be used or maintained as a dumping ground for rubbish, trash, garbage, or waste. All storage equipment for such material shall be kept in a clean and sanitary condition and screened from street view.

7.15 Oil and Mining Operations. No activity or hardware used for the purpose of exploration or extraction of minerals, oil, or gas shall be allowed on any Community Property at any time.

7.16 Firearms and Fireworks. The display or discharge of firearms or fireworks on any Lot or any Common Area is prohibited; provided, however, that the display of lawful firearms on the Common Area is permitted by law enforcement officers and also is permitted for the limited purpose of transferring firearms across the Common Area to or from an Owner's Lot. The term "firearms" includes "B-B" guns, pellet guns and other firearms of all types, regardless of size.

7.17 No Hanging of Items. No clothes, sheets, blankets, towels, laundry of any kind or other articles shall be hung out or exposed on any balconies, patios, or railings. Notwithstanding the foregoing, in the event the Association purchases any flags or other decorative items, each Owner shall hang any such flag or other decorative item from the exterior of such Owner's Townhome at the location, in the manner and at such times as shall be required by the Association in the Association's sole and absolute discretion.

7.18 Hazardous Items. No one shall use or permit to be brought onto any Lot or upon any of the Common Area any flammable oils or fluids such as gasoline, kerosene, naphtha or benzene, or other explosives or articles deemed hazardous to life, limb or property, without the written consent of the Board of Directors; provided, however, that an Owner may store and possess gasoline and other flammable or hazardous materials typically used in the operation and maintenance of a single family residence and yard, in reasonable quantities for personal use upon Owner's Lot without obtaining such written consent. The Board of Directors may require removal of any flammable or hazardous materials from the Subdivision if it determines, in its sole and absolute discretion, that any type or quantity of material is in violation of this Section.

7.19 Water and Sewer Service. The Owner of each Lot shall be required to connect to and use the central water distribution system and central sanitary sewage disposal system serving the Subdivision, and shall be responsible for paying all connection fees and assessments. No septic tanks or wells will be permitted.

7.20 Windows and Window Treatments. The exterior facing of window coverings must be off-white or a neutral color. Reflective glass shall not be permitted on the exterior of any

Townhouse or other structure. No foil or other reflective materials shall be installed on any windows or used for sunscreens, blinds, shades or for other purposes. All exterior window styles, materials, and colors and all hurricane or storm shutters must be approved by the Architectural Review Committee; provided, however, that in no event shall burglar bars and/or wrought iron doors be permitted. Hurricane or storm shutters (a) may not be closed or otherwise installed to cover windows unless and until a tropical storm or hurricane warning is issued by the National Weather Service for the County in which the Subdivision is located, and (b) shall be opened and/or otherwise removed within seventy-two (72) hours of the storm's passage.

7.21 Lots on Wetland Areas, Body of Water. No Lot shall be increased in size by filling in of any wetlands, body of water, creek or any waterway on which it may abut without appropriate governmental permits (if any are required) and prior written approval of the Architectural Review Committee.

7.22 Compliance With Law. In all cases, each Owner shall comply in all respects with all applicable laws, rules and regulations (including, without limitation, applicable zoning ordinances) promulgated by any governmental authority having jurisdiction over the Lots and the Common Area.

7.23 Swimming Pools. No swimming pools shall be constructed, altered or maintained upon any Lot.

7.24 Stormwater Drainage Improvements. Owners shall not alter, fill or otherwise change any stormwater improvements made to such Owner's Lot by Declarant in the development of the Subdivision or by any Builder during the construction of a Townhome on such Owner's Lot, including, without limitation, any drainage ditches and/or swales, without the prior written approval of the Association, which may be withheld by the Association in its sole and absolute discretion.

7.25 Outdoor Equipment. No outdoor equipment, tools, generators, or sporting equipment (including but not limited to basketball goals) may be installed or affixed to any Lot or Townhouse without prior written approval from the Architectural Review Committee; provided, however, that portable outdoor equipment, tools, generators, or sporting equipment may be used on a temporary basis and removed from view immediately after use. Any backyard playground equipment or trampoline placed on a Lot must be placed behind the House, on the rear side of the Lot, and enclosed with a fence, with prior approval of the Architectural Review Committee required for the fencing design, materials, height and location for such fencing.

ARTICLE EIGHT **ADDITIONAL RESTRICTIONS**

8.01 Leasing. Townhomes and Lots may be leased by an Owner for residential purposes only; provided, however, that any such leasing activities shall be subject to the following terms and conditions: (a) any such lease and the rights of any tenants thereunder are hereby made expressly subject to the power of the Association to prescribe reasonable rules and regulations

relating to the lease and rental of Lots and Townhomes and to enforce the same directly against such tenant or other occupant by the exercise of such remedies as the Board of Directors deems appropriate, including eviction; (b) no such lease shall be for less than ninety (90) days; and (c) all leases must be in writing, with a copy provided to the Association upon request by the Association. Any Owner who leases his Townhomes or any portion thereof shall be responsible for the acts of his tenants, including, without limitation, the violation of this Declaration and/or any rules and regulations promulgated by the Association hereunder. Notwithstanding the foregoing, this Section shall not apply with respect to any Lot subject to a mortgage which is insured or guaranteed by the Federal Housing Administration or the Veterans Administration, or where the provisions of this Section are otherwise prohibited by law.

8.02 Restrictions on Mortgaging Lots. Nothing contained herein shall be construed to place any restrictions on an Owner's right to encumber his Lot.

8.03 Regulations. Reasonable regulations concerning the use of the Lots and the Common Area may be made and amended from time to time by the Board of Directors.

8.04 Lender's Notices. Upon written request to the Association, identifying the name and address of the holder, insurer or guarantor and the Lot number or address, any holder of a deed of trust, insurer, or guarantor will be entitled to timely written notice of:

- (a) Any condemnation or casualty loss that affects either a material portion of the Common Area or the Lot securing its deed of trust.
- (b) Any sixty (60) day delinquency in the payment of Assessments or charges owed by the Owner of any Lot on which it holds the deed of trust.

ARTICLE NINE

ENFORCEMENT; DURATION; AMENDMENT

9.01 Enforcement. The Association, the Board of Directors, the Architectural Review Committee and/or any Owner shall have the right to enforce by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges imposed by the provisions of this Declaration. Failure by the Association, the Board of Directors, the Architectural Review Committee and/or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

9.02 Enforcement by Owners. An Owner may file a legal action for the violation of this Declaration (the "Complainant"), provided that the following procedure is strictly followed:

- (a) The Complainant must first give the Association written notice of the alleged violation of this Declaration together with a demand seeking that the Association enforce the terms of this Declaration as against said violator; and

- (b) The Association must fail to cause a cure of the alleged violation or, if the alleged violation has not been cured, fail to commence legal proceedings against said violator for the enforcement of the terms and conditions of this Declaration within one hundred twenty (120) days of the date of the Association's receipt of the notice referenced in subsection (a) hereof.

9.03 Attorneys' Fees. In any action (whether in advance of or prior to the initiation of any legal or equitable proceeding, in arbitration, in trial, in any administrative or other similar proceedings, or in any appeal from any of the same) pertaining to any condition, restriction or covenant herein contained (due to their alleged violation or breach) or for the enforcement of any lien against any Lot or against any Person, unless otherwise expressly provided in this Declaration to the contrary for specific instances and conflicts, the prevailing party shall be entitled to recover all costs, including reasonable legal fees and expenses.

9.04 Term. This Declaration is to take effect upon recordation and shall be binding upon the Association and all Owners and all persons and entities claiming title under and through them for fifty (50) years after the date this Declaration is recorded in the public records, after which it shall be automatically extended for successive ten (10) year periods unless an instrument in writing, signed by Members holding at least eighty percent (80%) of the voting interests in the Association, has been recorded within the year preceding the beginning of each successive period of ten (10) years, agreeing to change said covenants and restrictions, in whole or in part, or to terminate the same, in which case this Declaration shall be modified or terminated as specified therein.

9.05 No Additional Burden. Except as provided in Article Ten, no amendment of this Declaration shall place an additional burden or restriction or requirement on any Lot where the Owner of such Lot does not join in said amending instrument.

9.06 Amendments. Except as provided in Article Ten, this Declaration may be amended by vote of the Members having sixty-seven percent (67%) of the voting interests in the Association, or by a written instrument signed by the same percentage of Members; provided, however, that unless and until Turnover has occurred no such amendment may be effected without the written consent of Declarant to such amendment, which consent may be withheld by Declarant in Declarant's sole and absolute discretion. Declarant shall have and reserves the right at any time and from time to time, without the joinder or consent of any other party to amend this Declaration by any instrument in writing duly signed, acknowledged and filed for record for the purpose of correcting any typographical or grammatical error, ambiguity or inconsistency appearing herein, provided that any such amendment shall be consistent with and in furtherance of the general plan and scheme of development as evidenced by this Declaration and shall not impair or adversely affect the vested property or other rights of any Owner or such Owner's Mortgagee.

ARTICLE TEN
RESERVED DECLARANT RIGHTS

10.01 General Reserved Rights. Until Turnover, Declarant reserves unto itself, its successors and assigns:

- (a) A right-of-way and easement for ingress and egress and easement for utilities, drainage, maintenance, repairs and other related uses over, along, and across the Common Area for all purposes relating in any manner to the subdividing, developing or aiding in the development of the Subdivision or any parts or parts thereof or additions thereto by Declarant or others.
- (b) The right to grant easements and rights-of-way of ingress and egress and for drainage, utilities, maintenance and repairs along, over, across and under the Common Area to any person, firm, corporation or entity for use as ingress or egress or for drainage, utilities, maintenance and repairs.
- (c) The right to maintain, and grant Builders the right to maintain, a sales office and/or a management office and/or one or more model homes in the Subdivision and to maintain signs therein advertising the Subdivision and to conduct its business and sales activities pertaining to the Subdivision therein and therefrom.

Except as set forth in Section 10.04, all of the above rights and interests reserved by Declarant may be exercised by Declarant without the consent or concurrence of the Association or any Member.

10.02 Right to Annex Property. Declarant hereby reserves the right, exercisable in its sole and absolute discretion, to (a) make any or all of the Additional Property subject to all or any of the terms and conditions of this Declaration and/or (b) permit owners of Additional Property to become Members of the Association. No assurances can be made as to whether any Additional Property will be annexed. Furthermore, Declarant expressly reserves the right to exercise this right on multiple occasions until such time as all Additional Property has been annexed into the Subdivision and made subject to this Declaration. No assurances can be made with respect to the boundaries of any portions of any Additional Property that might be annexed. Declarant's option to annex any Additional Property in accordance with this Section shall expire upon Turnover. The Additional Property may be annexed in accordance with this Section by an amendment to this Declaration, which amendment may be made and entered into by Declarant in its sole and absolute authority and discretion without the consent, approval or signature of the Association or any Member. Notwithstanding anything contained in this Section to the contrary, (aa) no Additional Property shall be subject to this Declaration unless and until Declarant executes an amendment to this Declaration affirmatively exercising Declarant's rights hereunder and records such amendment in the office in which this Declaration is recorded, and (bb) in the event Declarant exercises its right to annex any Additional Property in accordance with this Section, Declarant shall also have the sole and exclusive right (i) to alter or amend the terms of Article Seven hereof as those terms pertain to any Lots created out of such Additional Property, (ii) exempt any Lots created out of such Additional Property from any or all of the requirements of Article Seven hereof,

and/or (iii) impose additional covenants and obligations on any Lots created out of such Additional Property.

10.03 Amendment of Declaration by Declarant. Until Turnover, Declarant reserves unto itself the right, authority and power to amend this Declaration in any manner Declarant deems necessary and appropriate. Any amendment to this Declaration made in accordance with this Section shall require only the signature of Declarant and shall not require the signature of any other Owner or any Mortgagee of any Owner, except as required by Section 10.04.

10.04 Rights in Regard to the Association. Until Turnover, Declarant shall have the sole and exclusive right to (1) appoint, remove and replace all of the members of the Board of Directors of the Association; (2) appoint all of the officers of the Association; (3) appoint, remove and replace the members of the Architectural Review Committee of the Association as defined in and in accordance with the Bylaws; (4) amend the Articles of Incorporation and the Bylaws; and (5) take all other action on behalf of the Association and vote on all other matters required to be voted on or approved by the members of the Association. Upon Turnover, the then-current members of the Association shall be entitled to vote on all the foregoing matters subject to any restrictions set forth in this Declaration and the Bylaws.

10.05 Consent of D.R. Horton to Certain Matters. Declarant may not exercise any rights reserved in this Article Ten, or take any action or grant any approval as Declarant under this Declaration (other than any other approval given in the ordinary course as an Owner and not as Declarant) without obtaining the prior written consent of D.R. Horton, Inc. - Birmingham ("DHI"); provided, however, that no such consent shall be required for (a) the annexation of any of the Additional Property under Section 10.02 hereof, or (b) any changes to or additions of restrictive covenants that are applicable solely to phases of the Subdivision in which DHI does not own any Lots that it acquired from Declarant or any affiliate of Declarant and does not have a purchase contract with Declarant for the purchase of Lots.

10.06 Turnover. All rights of Declarant hereunder shall automatically terminate upon Turnover, except those rights that Declarant holds as an Owner and not by virtue of being the declarant under this Declaration, which shall continue as long as Declarant is an Owner.

ARTICLE ELEVEN **TOWNHOME ISSUES**

11.01 General Rules of Law to Apply. Each wall built and located on the common or dividing line between adjoining Lots shall constitute a Party Wall. Each roof system built over structures on adjoining Lots shall constitute a Party Roof. To the extent not inconsistent with the provisions of this Declaration, the general rules of law regarding party walls and party roofs and liability for property damage due to negligence, or willful acts or omissions, shall apply thereto.

11.02 Repair and Maintenance of a Party Wall. When the need arises for repair or other maintenance of any part of a Party Wall as originally built or as later extended, the cost of such repair shall be divided equally between the Owners of the Lots on which the Party Wall is located

as to parts of the Party Wall then being used by both parties; as to any remaining portion, the entire cost shall be borne by the party using that portion. Any Owner who shall cause a Party Wall to be exposed to the elements shall be solely responsible for any damages to adjoining improvements.

11.03 Repair and Maintenance of a Party Roof. When the need arises for repair, replacement or other maintenance of any part or all of a Party Roof, the Association shall perform (or cause to be performed) such repair, and the cost of such repair shall be a Common Expense. No Owner may cause any such repairs or maintenance to be so performed; provided, however, that in the event of any material damage to a Party Roof that may result in water or other elements penetrating the Party Roof and damaging the Townhome(s), an Owner shall have the right to make any emergency repairs such Owner deems reasonably necessary to protect his or her Townhome from damage; provided, further, however, that in the event an Owner exercises such right, he or she shall immediately notify the Association of such repairs.

11.04 Maintenance of Exterior of Townhomes. The Association shall maintain the exterior walls, excluding windows and doors, of Townhomes and shall repaint when necessary the Townhomes, and the cost thereof shall be a Common Expense.

11.05 Lawn Maintenance and Irrigation. The Association shall perform all lawn and irrigation maintenance around the Townhomes, including mowing, weeding and fertilizing and the cost thereof shall be a Common Expense.

11.06 Termite Bond. The Association shall maintain termite bonds on each Townhome and shall perform such repairs and treatments as may be necessary to maintain and renew said bonds, and all of the costs and expenses associated therewith shall be a Common Expense.

11.07 Owner Maintenance Responsibilities. Except for the items that are specifically reserved to the Association in accordance with the terms and conditions of this Declaration, each Owner shall be responsible for the maintenance, repair and upkeep of such Owner's Townhome, including, the interior of such Townhome and any exterior doors and windows of such Townhome; provided, however, that an Owner may not replace any exterior door or window without first obtaining the prior written approval of the Association as to the specific type of window or door, as applicable, to be used in such replacement. Each Owner shall properly maintain any balcony or terrace, including but not limited to the flooring surface of such balcony or terrace, appurtenant to such Owner's Townhome; provided, however, that no Owner shall puncture, or otherwise cause or allow to be punctured, the surface of any such balcony or terrace.

11.08 Cost of Construction. If the Owner of any Lot erects a Party Wall at a time when the adjoining Owner is not ready to construct, then the Party Wall must be located on the Lot line, but entirely within the Lot on which construction is to begin and such Owner shall bear the entire cost of constructing said Party Wall. If the adjoining Owner later erects a building utilizing said Party Wall, or any part thereof, he shall promptly pay to the Owner who originally bore the entire Party Wall cost an amount equal to the ratio that the portion of the Party Wall utilized for support, attachment or joinder bears to the original cost thereof, divided by one-half.

11.09 Adjoining Lot. The first Owner to erect a Party Wall shall have the right to enter the adjoining Lot(s) and shall have the right to authorize entry by his contractor, agents, employees, and suppliers to the extent reasonable and appropriate for construction purposes. Such right includes the right to make necessary excavations or to do other work required in connection with the construction of the Party Wall; provided, however, that on completion of the Party Wall, the adjoining Lot(s) shall be restored to their condition prior to the start of construction. The first Owner to erect a Party Wall shall erect said Party Wall and any party Roof in such a manner so as not to encroach into the Lot of any adjoining Owner; provided, however that such Party Wall and Party Roof may, with the advance written approval of the Architectural Review Committee, have a finished eave or other overhang structure encroaching into such adjoining Owner's Lot; provided, further, however, that such eave or other overhang structure shall be subject to the rights of an adjoining Owner to thereafter eliminate or modify such eave or other overhang structure to accommodate the construction of an adjoining Townhome; and the elimination or alteration of any such eave or other overhang structure shall, in all events, be subject to the equitable and final discretion of the Architectural Review Committee. No construction shall be undertaken in a manner so as to adversely affect the structural integrity of any Townhome located on a Lot.

11.10 [INTENTIONALLY DELETED.]

11.11 Access to Common Areas During Construction. Each Builder shall have a license to go upon and make use of such portions of the Common Area as are reasonably necessary in connection with a Builder's construction of a Townhome or Townhome Building on a Lot or Lots adjacent to such Common Area; provided, however, that each such Builder shall be responsible for and shall repair any damage caused to the Common Area by such Builder or such Builder's subcontractors and materials suppliers.

11.12 Failure to Maintain. In the event an Owner shall fail to maintain and repair his Lot and/or Townhome as required herein, and that failure to so maintain shall cause damage or injury to the adjoining Townhome, Party Wall, and/or Party Roof, the Association, after approval by a majority vote of the Board of Directors, shall have the right, through its agents and employees, to enter upon said Lot and to repair, maintain, and restore the Lot and the Townhome and any other improvements erected thereon. The cost of the same shall be added to and become part of the assessment to which such Lot is subject.

11.13 Right of Contribution Runs with the Land. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

11.14 Easement for Encroachment. There shall be (a) reciprocal perpetual easements of encroachment between each adjacent Lot, and (b) perpetual easements of encroachment over and across any adjacent Common Area, for purposes of allowing for the unintentional placement, settling, or shifting of Party Walls constructed, reconstructed, or altered thereon to a distance of three feet (3') as measured from any part on the common boundary along a line perpendicular of such boundary at such point.

11.15 Easement for Lateral Support. There shall be reciprocal perpetual easements of lateral support between each adjacent Lot upon the structural components, including the Party Walls for lateral support of each Unit. No Owner shall demolish, modify, or interfere with a Party Wall so as to diminish or in any way alter the lateral support which such Party Wall affords any Townhome.

ARTICLE TWELVE **INSURANCE; CASUALTY**

12.01 Insurance on Common Area. The Association shall obtain the insurance coverage necessary to satisfy the requirements, if any, of the Federal Home Loan Mortgage Corporation, the Federal National Mortgage Association, the U.S. Department of Veterans Affairs, and the U.S. Department of Housing and Urban Development, as applicable to the Subdivision. Without limiting the foregoing, the Board shall obtain casualty insurance for all insurable improvements, whether or not located on the Common Area, which the Association is obligated to maintain. This insurance shall provide, at a minimum, fire and extended coverage and shall be in an amount sufficient to cover the full replacement cost of any repair or reconstruction in the event of damage or destruction from any such hazard. The Board shall obtain a public liability policy applicable to the Common Area covering the Association and its Members for all damage or injury caused by the negligence of the Association or any of its Members or agents, and, if reasonably available, directors' and officers' liability insurance. Policies may contain a reasonable deductible as determined by the Board. In addition to the other insurance required by this section, the Board shall obtain worker's compensation insurance, if and to the extent necessary to satisfy the requirements of applicable laws, and a fidelity bond or bonds on directors, officers, employees and other persons handling or responsible for the Association's funds, if reasonably available. If obtained, the amount of fidelity coverage shall cover the maximum funds that will be in the custody of the Association or its management agent at any time while the policy is in force, or any lesser amount of fidelity coverage allowable under the applicable Fannie Mae guidelines. Fidelity coverage shall contain a waiver of all defenses based upon the exclusion of persons serving without compensation. All such insurance coverage shall be written in the name of the Association. The expense of all insurance coverage obtained by the Association in accordance with this Section shall be a Common Expense.

12.02 Insurance on Townhomes - Association. Except as is provided in Section 12.07 hereof to the contrary, the Association shall obtain and maintain at all times a policy or policies of multi-peril type hazard insurance, including insurance for such other risks of a similar or dissimilar nature, as are or shall hereafter customarily be covered with respect to other townhome-style projects similar in construction, design, location and use, insuring the Townhomes against loss or damage by the perils of fire, lightning and those perils contained in extended coverage, vandalism and malicious mischief endorsements. If the Townhome Lots are located in an area identified by the Secretary of Housing and Urban Development as having special flood hazards, the Association shall, to the extent obtainable, insure the Townhomes and the Lots against the perils of flood under the National Flood Insurance Act of 1968 and acts amendatory thereto. The amount of insurance coverage shall be determined on a replacement cost basis in an amount not less than one hundred percent (100%) of the then current replacement cost of the Townhomes (but excluding interior

sheetrock and wallboard apart from the four walls that comprise the Townhome Building, fixtures, appliances, and improvements or betterments made to a Townhome by the applicable Owner after the initial construction of such Townhome) and any accessory structures attached to a Townhome (but excluding land, foundations, excavations and other items usually excluded from such insurance coverage) (collectively, the "Covered Property"). In no way limiting the foregoing, the interior sheetrock and wallboard that comprises the four walls of the Townhome Building shall constitute Covered Property. Such insurance coverage shall be written in the name of, and the proceeds thereof shall be payable to, the Association for the use and benefit of the individual Owners. Periodically, and in any event at least once every two (2) years, prior to the renewal of any such policy or policies of insurance, the Association shall either obtain an opinion or an appraisal from a qualified insurance appraiser for the purpose of determining the full replacement cost of the Covered Property for the amount of insurance to be obtained pursuant hereto. The cost of any such opinion or appraisal shall be a Common Expense. All such policies of insurance shall comply with the provisions of this Article and shall (i) contain a standard mortgagee loss payable clause endorsement in favor of the Mortgagee or Mortgagees of each Townhome, if any, as their respective interests may appear; and (ii) provide that the insurance shall not be invalidated by any act or neglect of any Owner. Premiums upon insurance policies purchased by the Association in accordance with this Section shall be paid by the Association as a Common Expense; except that the amount of increase over the usual premium occasioned by the use, misuse, occupancy or abandonment of a Townhome or its appurtenances by an Owner of a Townhome shall be specially assessed against that Owner.

12.03 Townhome Owner Insurance. The Owner of each Lot shall be responsible for, at the Owner's expense, obtaining insurance coverage for (a) loss of or damage to any sheetrock, wallboard, fixtures, furniture, appliances, furnishings, decorations, personal effects, and other property belonging to such Owner and located within such Owner's Townhome or otherwise on such Owner's Lot (b) loss of or damage to any improvements or betterments made to such Owner's Townhome, and (c) personal liability for injury to the person or property of another while within such Owner's Townhome or upon such Owner's Lot. Risk of loss of or damage to any fixtures, furniture, furnishings and personal property belonging to or carried on the person of the Owner, or which may be stored upon any Lot, and any improvements or betterments made to such Owner's Townhome shall be borne by the Owner of each Lot. All insurance obtained by the Owner of each Lot shall, whenever such provisions shall be available, provide that the insurer waives its right of subrogation as to any claims against other Owners, the Association or the Declarant, and their respective servants, agents, employees and guests.

12.04 Damage and Destruction to Common Areas. Not later than ninety (90) days after damage or destruction by fire or other casualty to any portion of any improvement located upon a Common Area (a "Common Improvement"), the Board or its duly authorized agent shall proceed with the filing and adjustment of all claims arising under such insurance and obtain reliable and detailed estimates of the cost of repair or reconstruction of the damaged or destroyed property. Repair or reconstruction, as used in this Section, means repairing or restoring the property to substantially the same condition and location that existed prior to the fire or other casualty, allowing for any changes or improvements necessitated by changes in applicable building codes. Any damage or destruction to a Common Improvement covered by insurance written in the name of the Association shall be repaired or reconstructed unless, within one hundred twenty (120) days

after the casualty, a proposal not to repair or reconstruct such Common Improvement is approved by at least seventy-five percent (75%) of the voting interests of the Members. If for any reason either the amount of the insurance proceeds to be paid as a result of such damage or destruction, or reliable and detailed estimates of the cost of repair or reconstruction, or both, are not made available to the Association within such period, then the period shall be extended until such information shall be made available; provided, however, such extension shall not exceed one (1) year. If the damage or destruction for which the insurance proceeds are paid is to be repaired or reconstructed and such proceeds are not sufficient to defray the cost thereof, the Board of Directors shall, without the necessity of a vote of the Members, levy a special Assessment against the Owner of each Lot. Additional Assessments may be made in like manner, as necessary, at any time during or following the completion of any repair or reconstruction. If the funds available from insurance exceed the costs of repair or reconstruction or if the improvements are not repaired or reconstructed, such excess shall be deposited to the benefit of the Association. In the event that it should be determined by the Association in the manner described above that the damage or destruction shall not be repaired or reconstructed and no alternative improvements are authorized, the property shall thereafter be maintained by the Association in a neat and attractive condition.

12.05 Destruction of Townhome. In the event of damage or destruction to one or more Townhomes due to fire or other disaster (whether one or more, a "Damaged Townhome"), the insurance proceeds, if sufficient to reconstruct the Damaged Townhome, shall be deposited into a bank account which requires, for withdrawals, the signatures of the Owner of such Damaged Townhome and an officer of the Association. Thereafter, the Owner of such Damaged Townhome and the Association shall promptly authorize the necessary repair and reconstruction work, and the insurance proceeds shall be applied by the Association and the Owner of the Damaged Townhome to pay for the cost and expense thereof. "Repair and reconstruction" of a Damaged Townhome, as used herein, shall mean restoring the improvements to substantially the same condition in which they existed prior to the event causing such damage.

12.06 Damaged Townhome – Insufficient Insurance Proceeds. If the insurance proceeds are insufficient to repair and reconstruct any Damaged Townhome, such damage or destruction shall be promptly repaired and reconstructed by the Association, using all available insurance proceeds and the proceeds of a special Assessment levied against the Owner of such Damaged Townhome. Any such special Assessment shall be equal to the amount by which the cost of reconstruction and repair of the Damaged Townhome exceeds the sum of the insurance proceeds allocable to such Damaged Townhome. Such special Assessment shall be due and payable as provided by resolution of the Board of Directors, but not sooner than thirty (30) days after the levy of such special Assessment. The special Assessment provided for in this Section shall be a debt of the Owner of the affected Damaged Townhome and a lien against such Owner's Lot and any improvements located thereon and may be enforced and collected in accordance with Article Four hereof. Notwithstanding the foregoing to the contrary, each Owner and Mortgagee holding a security interest in a Damaged Townhome may agree that a Damaged Townhome shall promptly be demolished and all debris and rubble caused by such demolition be removed from the Subdivision and the Lot be re-graded and landscaped in a manner that is reasonably acceptable to the Board of Directors. The cost of such demolition work, re-grading and landscaping shall be paid for by any and all insurance proceeds available. Any excess insurance proceeds remaining

therefrom shall be disbursed to such Owner and such Owner's Mortgagee, jointly, in accordance with their respective interests.

12.07 Insurance and Maintenance During Construction. Notwithstanding anything contained herein to the contrary, the HOA shall have no obligation to insure or maintain the Townhomes located in a particular Townhome Building until such time as at least one (1) or more of the Townhomes located in such Townhome Building is occupied by an Owner or the lawful tenant of an Owner. During such time, the Owner(s) of the Lots on which such Townhome Building is located shall be obligated to insure and maintain all Townhomes that are a part of such Townhome Building.

ARTICLE THIRTEEN **MISCELLANEOUS**

13.01 Savings. If any provision or provisions of this Declaration, or any article, section, sentence, clause, phrase, or word herein, or the application thereof, is in any circumstances held invalid, the validity of the remainder of this Declaration and the application thereof shall not be affected thereby.

13.02 Captions. The captions in this Declaration are for convenience only and are not a part of this Declaration and do not in any way limit or amplify the terms and provisions of this Declaration.

13.03 Applicable Law. The laws of the State of Mississippi shall govern this Declaration. All actions or proceedings in any way, manner or respect, arising out of or from or related to this Declaration shall be litigated only in courts having situs within the county in which the Subdivision is located. Each Owner hereby consents and submits to the jurisdiction of any local, state or federal court located within said county and state and hereby waives any rights it may have to transfer or change the venue of any such litigation. The prevailing party in any litigation in connection with this Declaration shall be entitled to recover from the other party all costs and expenses, including, without limitation, fees of attorneys and paralegals, incurred by such party in connection with any such litigation.

13.04 Effect of Waiver or Consent. A waiver or consent, express or implied, to or of any breach or default by any Person in the performance by that Person of its obligations hereunder is not a consent or waiver to or of any breach or default in the performance by that Person of the same or any other obligations of that Person. Failure on the part of a Person to complain of any act or to declare any Person in default hereunder, irrespective of how long that failure continues, does not constitute a waiver by that Person of its rights with respect to that default.

13.05 Headings. The headings and captions herein are used solely as a matter of convenience and shall not define, limit or expand any term or provision of this Declaration.

13.06 Interpretation. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the development and operation of a subdivision in accordance with Mississippi law. Failure to enforce any provision hereof shall not constitute a waiver of the right to enforce said provision or any other provision hereof.

13.07 Notice. All notices required or desired under this Declaration to be sent to the Association shall be sent certified mail, return receipt requested, by hand delivery or by a recognized overnight courier who maintains verification of delivery, to the Secretary of the Association, at such address as the Association may designate from time to time by notice in writing to all Owners. All notices to any Owner shall be delivered by hand delivery, by a recognized overnight courier who maintains verification of delivery in person, or sent by first (1st) class mail to the address of such Owner's Lot, or to such other address as he may have designated from time to time, in a writing duly received, to the Association.

13.08 Conflict Between Documents. If there is any conflict or inconsistency between the terms and conditions of this Declaration and the terms and conditions of the Articles of Incorporation, the Bylaws or any rules and regulations promulgated hereunder, the terms and conditions of this Declaration shall control. If there is any conflict or inconsistency between the terms and conditions of the Articles of Incorporation and the terms and conditions of the Bylaws or any rules and regulations promulgated hereunder, the terms and conditions of the Articles of Incorporation shall control. If there is any conflict or inconsistency between the terms and conditions of the Bylaws and the terms and conditions of any rules and regulations promulgated hereunder, the terms and conditions of the Bylaws shall control.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, Declarant has executed this Declaration by and through its duly authorized representative as of the date first set forth above.

DECLARANT:
HIGHLAND LAKE TOWNHOMES, LLC,
a Mississippi limited liability company

By: _____
Name: _____
As Its: _____

STATE OF MISSISSIPPI :
COUNTY OF _____:

Personally appeared before me, the undersigned authority in and for the said county and state, on this ____ day of _____, 20__, within my jurisdiction, the within named _____, who acknowledged that he is _____ of HIGHLAND LAKE TOWNHOMES, LLC, a Mississippi limited liability company, and that for and on behalf of the said limited liability company, and as its act and deed he executed the above and foregoing instrument, after first having been duly authorized by said limited liability company so to do.

{SEAL}

NOTARY PUBLIC
My Commission Expires: _____

DEED OF TRUST BENEFICIARY'S CONSENT AND SUBORDINATION

[INSERT NAME OF LENDER]("Lender"), the beneficiary under that certain [INSERT TITLE OF DEED OF TRUST], executed by Highland Lake Townhomes, LLC, a Mississippi limited liability company, dated _____ and recorded in Book _____, Page _____ of the Office of the Chancery Clerk of Harrison County, Mississippi, First Judicial District (the "Deed of Trust"), does hereby consent to the recording of this Declaration of Conditions, Covenants and Restrictions ("Declaration"). Furthermore, Lender does hereby subordinate in all respects its interest in and to the property described in the Deed of Trust to this Declaration; provided, however, that the lien of the Association for assessments under the Declaration shall be subordinate to the lien of Lender under the Deed of Trust, as provided in Section 4.10 of the Declaration. Lender does hereby acknowledge and agree that this Declaration shall be given priority over the Deed of Trust, and shall be unaffected by any default, foreclosure or exercise of any other remedy under the Deed of Trust, the same as if this Declaration were executed, delivered and recorded prior to the execution and recording of the Deed of Trust.

IN WITNESS WHEREOF, Lender has caused this Consent and Subordination to be executed by and through its duly authorized representative as of the ____ day of _____, 20____.

[NAME OF LENDER], a _____

By: _____
Name: _____
As Its: _____

STATE OF _____
COUNTY OF _____

Personally appeared before me, the undersigned authority in and for the said county and state, on this ____ day of _____, 20__, within my jurisdiction, the within named _____ who acknowledged that (he)(she) is _____ of _____, a _____, and that for and on behalf of the said _____, and as its act and deed (he)(she) executed the above and foregoing instrument, after first having been duly authorized by said _____ so to do.

Notary Public
My Commission Expires: _____

EXHIBIT "A"
DESCRIPTION OF THE SUBDIVISION PROPERTY

All property within the Highland Lake Townhomes, Phase _____ Subdivision as shown on the plat recorded in Map Book _____, Page _____ in the Office of the Chancery Clerk of Harrison County, Mississippi, First Judicial District.

EXHIBIT "B"
DESCRIPTION OF THE ADDITIONAL PROPERTY

[ADD PHASE 2 LEGAL DESCRIPTION]



A-1

A-1

R-B

R-B

SEASIDE TRL

R-B

HIGHLAND WAY

HUCKLEBERRY CV

FISHERMANS TRL

SANDY HOOK LN

HIGHLAND CIR N

RIVERROAD DR

R-B

HIGHLAND CIR

HIGHLAND BLVD

R-B

R-1-10

PLUMMER CIR

PARC AUX CHENES

OLLIE RD

PARC MERLOT

PARC AUX CHENES

B-2

MAIN ST

HIGHLAND LAKE TOWNHOMES - PHASE I
AT GULFPORT HIGHLANDS

LOCATED IN SECTION 6, T7S, R10W, CITY OF GULFPORT,
1ST JUDICIAL DISTRICT, HARRISON CO., MISSISSIPPI

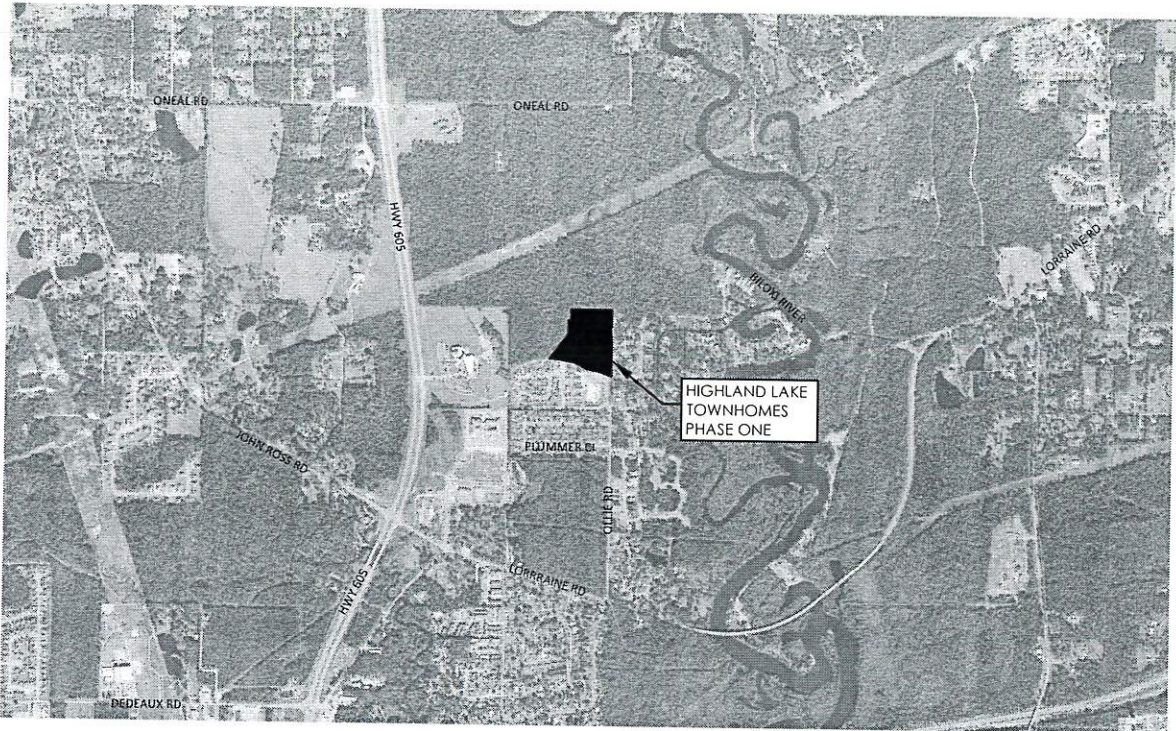
LEGAL DESCRIPTION

A PARCEL OF LAND BEING SITUATED IN THE NE 1/4 OF THE SE 1/4 OF SECTION 6, TOWNSHIP 7 SOUTH, RANGE 10 WEST, HARRISON COUNTY, MISSISSIPPI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

BEGINNING AT A FOUND IRON ROD AT THE NORTHEAST CORNER OF THE NE 1/4 OF THE SE 1/4 OF SECTION 6, T7S, R10W, HARRISON COUNTY, MISSISSIPPI; THENCE RUN SOUTH 00 DEGREES 07 MINUTES 29 SECONDS WEST 230.67 FEET TO A FOUND IRON ROD; THENCE RUN NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST 15.00 FEET TO A FOUND IRON ROD; THENCE RUN SOUTH 04 DEGREES 46 MINUTES 32 SECONDS EAST 175.60 FEET TO A FOUND IRON PIPE; THENCE RUN SOUTH 00 DEGREES 07 MINUTES 29 SECONDS WEST 478.94 FEET TO A FOUND IRON ROD; THENCE RUN NORTH 69 DEGREES 44 MINUTES 27 SECONDS WEST 141.71 FEET TO A FOUND IRON ROD; THENCE RUN NORTH 70 DEGREES 25 MINUTES 32 SECONDS WEST 72.13 FEET TO A FOUND IRON ROD; THENCE RUN NORTH 81 DEGREES 51 MINUTES 14 SECONDS WEST 100.40 FEET TO A FOUND IRON ROD; THENCE RUN NORTH 66 DEGREES 57 MINUTES 47 SECONDS WEST 101.63 FEET TO A FOUND IRON ROD; THENCE RUN NORTH 62 DEGREES 48 MINUTES 55 SECONDS WEST 104.75 FEET TO A FOUND IRON ROD; THENCE RUN NORTH 77 DEGREES 17 MINUTES 05 SECONDS WEST 100.37 FEET TO A FOUND IRON ROD; THENCE RUN NORTH 82 DEGREES 26 MINUTES 57 SECONDS WEST 100.03 FEET TO A FOUND IRON ROD; THENCE RUN NORTH 80 DEGREES 48 MINUTES 18 SECONDS WEST 100.39 FEET TO A FOUND IRON ROD; THENCE RUN NORTH 87 DEGREES 43 MINUTES 06 SECONDS WEST 99.96 FEET TO A FOUND IRON ROD; THENCE RUN NORTH 00 DEGREES 05 MINUTES 58 SECONDS EAST 198.52 FEET TO A FOUND IRON ROD; THENCE RUN NORTH 89 DEGREES 55 MINUTES 51 SECONDS EAST 97.98 FEET TO A SET IRON ROD; THENCE RUN SOUTH 54 DEGREES 50 MINUTES 33 SECONDS EAST 80.00 FEET TO A SET IRON ROD; THENCE RUN NORTH 37 DEGREES 26 MINUTES 13 SECONDS EAST 215.48 FEET TO A SET IRON ROD; THENCE RUN NORTH 00 DEGREES 20 MINUTES 45 SECONDS EAST 181.61 FEET TO A SET IRON ROD; THENCE RUN SOUTH 89 DEGREES 52 MINUTES 31 SECONDS EAST 30.72 FEET TO A SET IRON ROD; THENCE RUN NORTH 00 DEGREES 07 MINUTES 29 SECONDS EAST 148.70 FEET TO A SET IRON ROD; THENCE RUN NORTH 89 DEGREES 57 MINUTES 53 SECONDS EAST 558.12 FEET BACK TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 12.00 ACRES MORE OR LESS.

SUBJECT TO ANY EXISTING EASEMENT AND/OR RIGHTS-OF-WAYS.



OWNER'S CERTIFICATE AND DEDICATION:

THIS IS TO CERTIFY THAT HIGHLAND LAKE TOWNHOMES LLC, A LIMITED LIABILITY COMPANY, IS THE OWNER OF RECORD OF THE LAND SHOWN ON THIS PLAT, DECLARE THIS TO BE A CORRECT PLAT OF HIGHLAND LAKE TOWNHOMES, PHASE I, AND THAT SAID OWNER HEREBY DEDICATES THE EASEMENTS AND ROAD RIGHTS-OF-WAY TO THE CITY OF GULFPORT, MISSISSIPPI, FOR THE PUBLIC USE FOREVER. FURTHER, THE OWNER HEREBY DEDICATES ALL STREETS, WATER UTILITIES, SEWER UTILITIES AND DRAINAGE FACILITIES WITHIN THE ROAD RIGHTS-OF-WAY AND EASEMENTS TO THE CITY OF GULFPORT FOR MAINTENANCE AND FOR THE PUBLIC USE FOREVER.

WITNESS MY SIGNATURE THIS 1st DAY OF May 2023.

BY: [Signature] NAME TITLE: Member

ACKNOWLEDGEMENT:

STATE OF MISSISSIPPI
COUNTY OF HARRISON

BEFORE ME, THE UNDERSIGNED AUTHORITY PERSONALLY APPEARED THE AFORE NAMED KENNETH JONES II, WHO ACKNOWLEDGED BEFORE ME THAT HE IS A MEMBER OF HIGHLAND LAKE TOWNHOMES, LLC, A LIMITED LIABILITY COMPANY, AND THAT FOR AND ON BEHALF OF SAID COMPANY AND AS ITS ACT AND DEED, HE EXECUTED AND DELIVERED THE FOREGOING INSTRUMENT, AFTER FIRST HAVING BEEN DULY AUTHORIZED TO DO SO.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS _____ DAY OF _____ 2023.

NOTARY PUBLIC MY COMMISSION EXPIRES: _____

PLANNING COMMISSION APPROVAL:

THIS SUBDIVISION HAS BEEN SUBMITTED TO AND APPROVED BY THE GULFPORT CITY PLANNING COMMISSION ON THE _____ DAY OF _____, 2023

KEITH WILLIAMS, PLANNING COMMISSION CHAIRMAN

CITY ENGINEER'S CERTIFICATE OF APPROVAL:

ALL IMPROVEMENTS HAVE BEEN INSTALLED IN ACCORD WITH THE REQUIREMENTS OF THESE REGULATIONS AND WITH THE ACTION OF THE PLANNING COMMISSION IN GIVING TENTATIVE APPROVAL OF THE GENERAL SUBDIVISION PLAN.
THE CITY ENGINEER IS HEREBY GIVEN ON THIS _____ DAY OF _____, 2023

WAYNE E. MILLER, P.E.
CITY ENGINEER

CERTIFICATE OF APPROVAL AND ACCEPTANCE:

THIS SUBDIVISION PLAT HAS BEEN SUBMITTED TO AND APPROVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF GULFPORT, MISSISSIPPI BY ORDER DULY ADOPTED ON THE _____ DAY OF _____, 2023, AND ENTERED IN THE OFFICIAL MINUTES OF THE CITY OF GULFPORT IN MINUTE BOOK NO: _____ PAGES _____.

CITY OF GULFPORT

BY: _____
BILLY HEWES, MAYOR DATE OF EXECUTION _____

BY: _____
MUNICIPAL CLERK DATE OF EXECUTION _____

CERTIFICATE OF COMPARISON:

WE, THE UNDERSIGNED, DO HEREBY CERTIFY THAT WE HAVE COMPARED THIS DUPLICATE PLAT OF THE HIGHLAND LAKE TOWNHOMES, PHASE I SUBDIVISION WITH THE ORIGINAL PLAT HEREOF AND FIND THE SAME TO BE AN EXACT DUPLICATE THEREOF.

WITNESS OUR SIGNATURES THIS _____ DAY OF _____, 2023.

DEPUTY CLERK HOLLIS S. "PETE" WILLIAMS P.L.S. NO. 02946

SURVEYOR'S CERTIFICATE:

I HOLLIS S. "PETE" WILLIAMS, PROFESSIONAL LAND SURVEYOR IN AND FOR THE STATE OF MISSISSIPPI, DO HEREBY CERTIFY THAT THE FOREGOING PLAT AND DESCRIPTION ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF

WITNESS MY SIGNATURE AND SEAL THIS _____ DAY OF _____, 2023.

HOLLIS S. "PETE" WILLIAMS, P.L.S. NO. 02946

RECORDING CERTIFICATE:

FILED AND RECORDED IN DUPLICATE ON THIS _____ DAY OF _____, 2023, IN THE RECORD OF PLATS OF HARRISON COUNTY, MISSISSIPPI, IN PLAT BOOK _____ ON PAGES _____.

CHANCERY CLERK

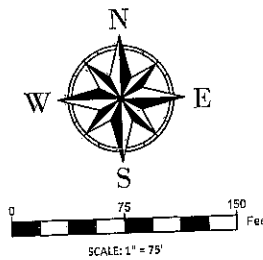
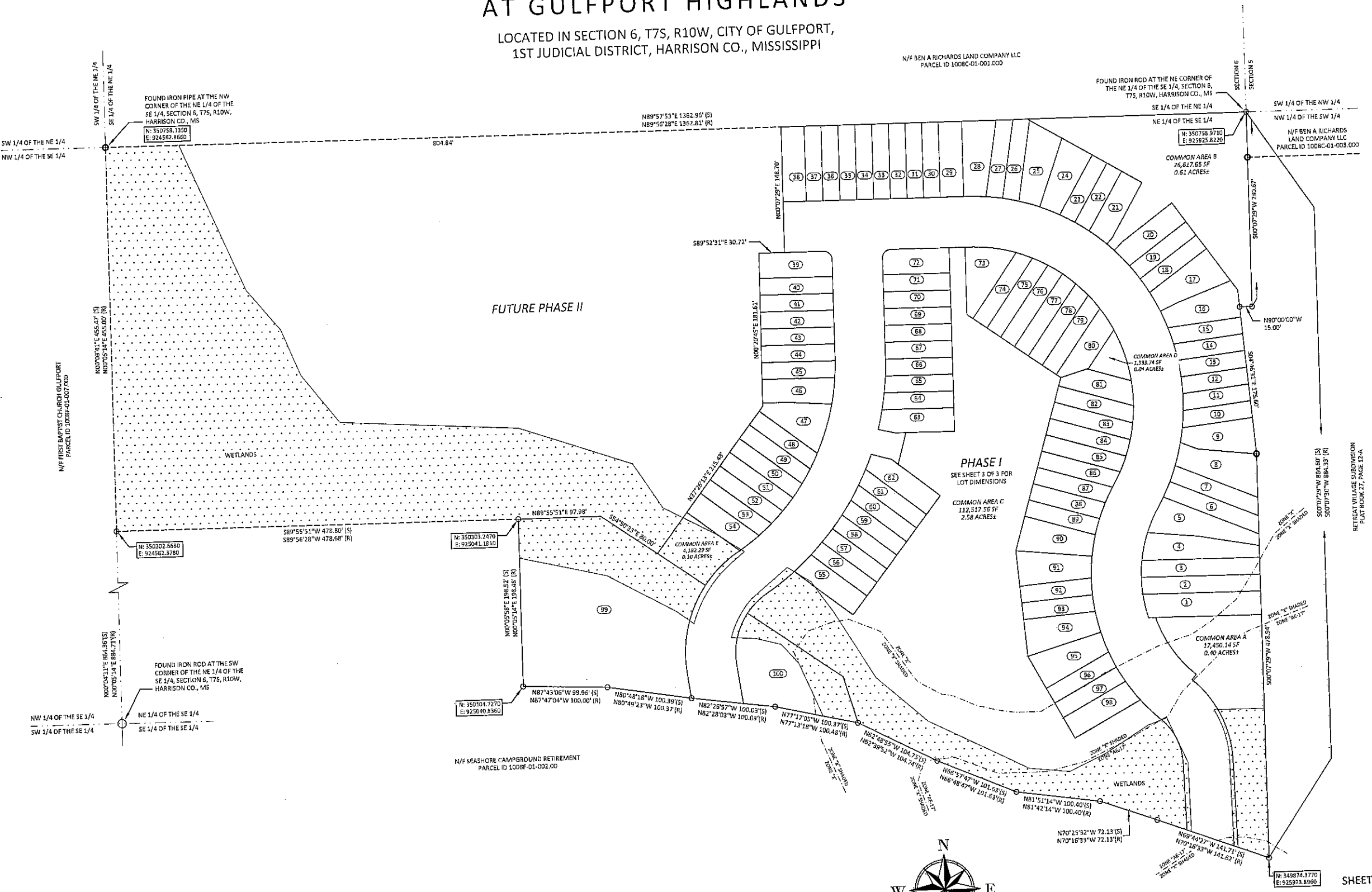
BY: _____
DEPUTY CLERK

HIGHLAND LAKE TOWNHOMES - PHASE I

AT GULFPORT HIGHLANDS

LOCATED IN SECTION 6, T7S, R10W, CITY OF GULFPORT,
1ST JUDICIAL DISTRICT, HARRISON CO., MISSISSIPPI

N/F BEN A RICHARDS LAND COMPANY LLC
PARCEL ID 1008C-01-001.000



LEGEND	
○	- FOUND IRON ROD
●	- FOUND IRON PIPE
(S)	- AS PER SURVEY
(R)	- AS PER RECORD
N/F	- NOW OR FORMERLY

W ENGINEERING, P.A.

301 Central Ave East
Wiggins, MS 39577

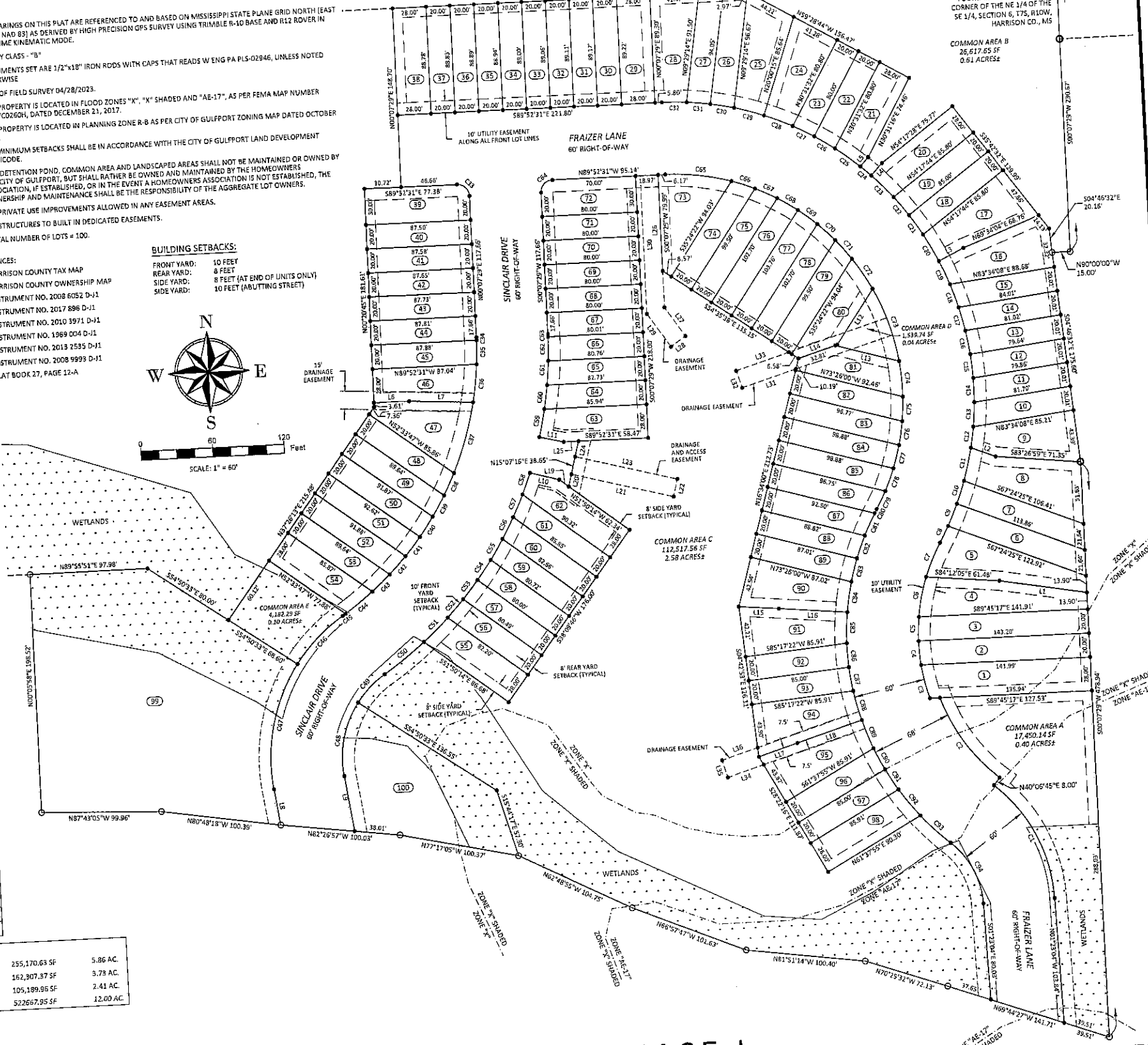
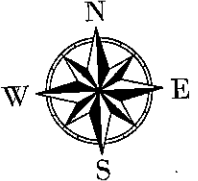
Office 601-928-5981
pw@weng-ms.com

Lot Size Table				Lot Size Table				Lot Size Table				Lot Size Table			
Lot #	Area Sq. Ft.	Area Acres	Lot #	Area Sq. Ft.	Area Acres	Lot #	Area Sq. Ft.	Area Acres	Lot #	Area Sq. Ft.	Area Acres	Lot #	Area Sq. Ft.	Area Acres	Lot #
1	3993.30	0.09	26	1917.81	0.04	51	1847.90	0.04	76	2058.10	0.05	101	2058.10	0.05	126
2	2856.15	0.07	27	1852.87	0.04	52	1817.57	0.04	77	2025.65	0.05	102	2025.65	0.05	127
3	2855.29	0.07	28	3052.81	0.07	53	1757.68	0.04	78	1939.26	0.04	103	1939.26	0.04	128
4	3482.28	0.08	29	2499.33	0.06	54	2300.06	0.05	79	1939.26	0.04	104	1939.26	0.04	129
5	3809.05	0.08	30	1783.89	0.04	55	2358.67	0.05	80	2189.22	0.05	105	2189.22	0.05	130
6	2265.13	0.05	31	1783.89	0.04	56	1624.91	0.04	81	2214.58	0.05	106	2214.58	0.05	131
7	2200.02	0.05	32	1781.66	0.04	57	1602.90	0.04	82	1896.07	0.04	107	1896.07	0.04	132
8	3620.11	0.08	33	1780.54	0.04	58	1805.19	0.04	83	1900.08	0.04	108	1900.08	0.04	133
9	2884.61	0.07	34	1779.43	0.04	59	1831.81	0.04	84	1959.41	0.04	109	1959.41	0.04	134
10	1666.29	0.04	35	1778.31	0.04	60	1683.04	0.04	85	1895.62	0.04	110	1895.62	0.04	135
11	1612.91	0.04	36	1777.19	0.04	61	1759.49	0.04	86	1895.62	0.04	111	1895.62	0.04	136
12	1592.31	0.04	37	1776.08	0.04	62	2513.60	0.06	87	1810.04	0.04	112	1810.04	0.04	137
13	1603.88	0.04	38	2484.63	0.06	63	2440.46	0.06	88	1755.19	0.04	113	1755.19	0.04	138
14	1647.59	0.04	39	2601.80	0.06	64	1684.58	0.04	89	1737.27	0.04	114	1737.27	0.04	139
15	1724.10	0.04	40	1750.77	0.04	65	1632.79	0.04	90	3007.28	0.07	115	3007.28	0.07	140
16	3142.54	0.07	41	1752.31	0.04	66	1605.63	0.04	91	2388.42	0.07	116	2388.42	0.07	141
17	3156.14	0.07	42	1753.85	0.04	67	1600.01	0.04	92	1705.08	0.04	117	1705.08	0.04	142
18	1705.34	0.04	43	1755.40	0.04	68	1600.00	0.04	93	1705.05	0.04	118	1705.05	0.04	143
19	1705.34	0.04	44	1756.93	0.04	69	1600.00	0.04	94	3039.87	0.07	119	3039.87	0.07	144
20	2431.47	0.06	45	1751.61	0.04	70	1600.00	0.04	95	2039.87	0.05	120	2039.87	0.05	145
21	2298.05	0.05	46	2485.10	0.06	71	1600.00	0.04	96	1706.08	0.04	121	1706.08	0.04	146
22	1405.34	0.04	47	2984.51	0.07	72	2378.54	0.05	97	1706.09	0.04	122	1706.09	0.04	147
23	1405.34	0.04	48	1757.60	0.04	73	2956.89	0.07	98	2458.37	0.06	123	2458.37	0.06	148
24	2767.83	0.06	49	1817.62	0.04	74	1939.22	0.04	99	37529.42	0.86	124	37529.42	0.86	149
25	3055.51	0.07	50	1847.39	0.04	75	2025.63	0.05	100	10420.72	0.24	125	10420.72	0.24	150

Curve Table				Curve Table				Line Table			
Curve #	Radius	Chord	Arc Length	Curve #	Radius	Chord	Arc Length	Line #	Direction	Length	
C1	130.00	N25°34'21"W 105.53	109.76	C48	85.00	S13°41'17"W 82.22	83.70	L1	S79°29'57"E	74.08	
C2	152.00	N34°01'25"W 83.10	84.17	C49	85.00	S46°07'37"W 32.35	32.55	L2	S67°24'47"E	21.98	
C3	160.00	N12°04'16"W 28.56	28.70	C50	330.00	S53°14'28"W 42.46	42.49	L3	N64°46'55"E	23.74	
C4	160.00	N12°04'16"W 28.56	28.70	C51	330.00	S47°13'25"W 28.35	28.37	L4	N43°48'06"E	13.64	
C5	160.00	N3°50'18"E 20.04	20.05	C52	330.00	S43°03'06"W 20.07	20.08	L5	N42°48'48"E	10.01	
C6	160.00	N13°31'02"E 33.94	34.00	C53	330.00	S39°34'18"W 20.01	20.01	L6	N89°52'31"W	29.31	
C7	160.00	N25°08'12"E 30.84	30.89	C54	330.00	S36°05'50"W 20.01	20.02	L7	N86°11'17"W	53.46	
C8	230.00	N28°54'07"E 15.40	15.41	C55	330.00	S32°36'53"W 20.09	20.10	L8	S7°46'53"E	30.21	
C9	250.00	N24°50'53"E 20.02	20.02	C56	330.00	S29°06'42"W 20.25	20.26	L9	S7°46'53"E	46.67	
C10	250.00	N20°15'14"E 20.02	20.02	C57	330.00	S25°34'26"W 20.49	20.50	L10	N74°23'02"W	25.22	
C11	250.00	N14°43'09"E 28.26	28.28	C58	330.00	S22°08'21"W 19.07	19.07	L11	S76°15'44"E	20.88	
C12	250.00	N9°28'02"E 17.55	17.56	C59	330.00	S19°04'12"W 28.89	28.89	L12	S35°24'22"W	55.00	
C13	250.00	N5°08'50"E 20.41	20.42	C60	330.00	S15°16'16"W 20.26	20.26	L13	N73°26'00"W	54.87	
C14	250.00	N0°27'59"E 20.15	20.15	C61	330.00	S11°16'16"W 20.26	20.26	L14	S73°41'01"W	34.58	
C15	250.00	N0°08'13"W 20.02	20.02	C62	330.00	S7°16'16"W 20.26	20.26	L15	N84°21'02"W	33.62	
C16	250.00	N8°43'32"W 20.02	20.02	C63	330.00	S3°16'16"W 20.26	20.26	L16	N84°04'27"W	57.69	
C17	250.00	N13°19'44"W 20.15	20.15	C64	100.00	S45°07'29"W 14.14	14.14	L17	S73°26'12"W	34.26	
C18	250.00	N17°58'41"W 20.41	20.42	C65	100.00	N81°7'22"W 55.75	55.95	L18	S73°27'23"W	57.36	
C19	250.00	N22°46'07"W 21.38	21.39	C66	190.00	N69°52'33"W 20.79	20.74	L19	N51°50'14"W	9.95	
C20	250.00	N28°10'12"W 25.74	25.75	C67	190.00	N57°36'58"W 20.03	20.04	L20	S15°09'10"W	10.47	
C21	250.00	N33°24'53"W 20.02	20.02	C68	190.00	N53°41'34"W 20.25	20.26	L21	N74°53'48"W	87.70	
C22	250.00	N38°00'12"W 20.02	20.02	C69	190.00	N49°29'50"W 20.25	20.26	L22	S15°07'16"W	15.00	
C23	250.00	N43°14'53"W 25.74	25.75	C70	150.00	N45°29'50"W 20.25	20.26	L23	S74°53'48"W	87.70	
C24	250.00	N47°33'07"W 11.81	11.81	C71	100.00	N39°18'51"W 20.73	20.74	L24	S15°07'16"W	13.19	
C25	250.00	N51°53'53"W 26.10	26.11	C72	190.00	N31°35'43"W 63.87	64.18	L25	S89°52'31"E	12.68	
C26	250.00	N57°11'05"W 20.02	20.02	C73	190.00	N17°19'38"W 63.87	64.18	L26	S0°07'29"W	110.36	
C27	250.00	N61°46'24"W 20.02	20.02	C74	190.00	N13°08'39"W 29.75	29.78	L27	S39°40'59"E	29.47	
C28	250.00	N67°01'57"W 25.86	25.88	C75	190.00	N4°24'54"E 20.46	20.47	L28	S56°19'01"W	15.00	
C29	250.00	N72°57'47"W 25.87	25.88	C76	190.00	N10°32'06"E 20.11	20.12	L29	N38°40'59"W	34.03	
C30	250.00	N78°13'23"W 20.02	20.02	C77	190.00	N16°35'09"E 20.00	20.01	L30	N0°07'29"E	114.92	
C31	250.00	N82°48'42"W 20.02	20.02	C78	190.00	N22°38'12"E 20.11	20.12	L31	S73°41'01"W	47.86	
C32	250.00	N87°29'28"W 20.80	20.81	C79	190.00	N28°10'09"E 16.56	16.57	L32	N16°50'06"W	15.00	
C33	10.00	S44°52'31"E 14.14	14.14	C80	220.00	N30°09'43"E 3.88	3.88	L33	N73°41'01"E	46.97	
C34	270.00	S0°22'21"W 7.34	7.34	C81	220.00	N27°00'26"E 10.34	10.34	L34	N73°26'12"E	31.79	
C35	270.00	S2°44'43"W 20.02	20.03	C82	220.00	N21°44'32"E 20.08	20.09	L35	S16°09'27"E	15.00	
C36	270.00	S9°14'29"W 31.76	31.77	C83	220.00	N16°31'16"E 20.00	20.01	L36	S73°26'12"W	31.65	
C37	270.00	S18°06'14"W 61.05	61.18	C84	220.00	N10°34'21"E 25.66	25.68				
C38	270.00	S26°45'18"W 20.35	20.36	C85	220.00	N3°52'03"E 25.80	25.82				
C39	270.00	S31°02'03"W 20.12	20.13	C86	220.00	N2°06'09"W 20.02	20.03				
C40	270.00	S35°18'38"W 20.01	20.02	C87	220.00	N7°19'06"W 20.02	20.03				
C41	270.00	S39°33'31"W 20.01	20.02	C88	220.00	N13°14'00"W 25.38	25.40				
C42	270.00	S43°49'07"W 20.12	20.13	C89	220.00	N10°50'55"W 25.39	25.40				
C43	270.00	S48°05'51"W 20.35	20.36	C90	220.00	N25°45'52"W 20.02	20.03				
C44	270.00	S52°21'55"W 29.12	29.13	C91	220.00	N30°58'50"W 20.02	20.03				
C45	270.00	S56°46'34"W 3.02	3.02	C92	220.00	N37°26'54"W 28.34	28.36				
C46	145.00	S60°07'37"W 55.18	55.52	C93	220.00	N45°25'05"W 34.09	34.12				
C47	145.00	S13°41'17"W 106.14	106.67	C94	70.00	N25°33'33"W 57.33	59.07				

- NOTES:
- ALL BEARINGS ON THIS PLAN ARE REFERENCED TO AND BASED ON MISSISSIPPI STATE PLANE GRID NORTH (EAST ZONE - NAD 83) AS DERIVED BY HIGH PRECISION GPS SURVEY USING TRIMBLE R-10 BASE AND R12 ROVER IN REAL TIME KINEMATIC MODE.
 - SURVEY CLASS - "B"
 - MONUMENTS SET ARE 1/2"x18" IRON RODS WITH CAPS THAT READS W ENG PA PLS-02846, UNLESS NOTED OTHERWISE.
 - DATE OF FIELD SURVEY 04/28/2023.
 - THIS PROPERTY IS LOCATED IN FLOOD ZONES "X", "K" SHADED AND "AE-17", AS PER FEMA MAP NUMBER 28047C0260H, DATED DECEMBER 21, 2017.
 - THIS PROPERTY IS LOCATED IN PLANNING ZONE R-8 AS PER CITY OF GULFPORT ZONING MAP DATED OCTOBER 2021.
 - ALL MINIMUM SETBACKS SHALL BE IN ACCORDANCE WITH THE CITY OF GULFPORT LAND DEVELOPMENT MUNICIPAL CODE.
 - ANY DETENTION POND, COMMON AREA AND LANDSCAPED AREAS SHALL NOT BE MAINTAINED OR OWNED BY THE CITY OF GULFPORT, BUT SHALL RATHER BE OWNED AND MAINTAINED BY THE HOMEOWNERS ASSOCIATION, IF ESTABLISHED, OR IN THE EVENT A HOMEOWNERS ASSOCIATION IS NOT ESTABLISHED, THE OWNERSHIP AND MAINTENANCE SHALL BE THE RESPONSIBILITY OF THE AGGREGATE LOT OWNERS.
 - NO PRIVATE USE IMPROVEMENTS ALLOWED IN ANY EASEMENT AREAS.
 - NO STRUCTURES TO BE BUILT IN DEDICATED EASEMENTS.
 - TOTAL NUMBER OF LOTS = 100.
- REFERENCES:
- HARRISON COUNTY TAX MAP
 - HARRISON COUNTY OWNERSHIP MAP
 - INSTRUMENT NO. 2008 6052 D-1
 - INSTRUMENT NO. 2017 896 D-1
 - INSTRUMENT NO. 2010 3971 D-1
 - INSTRUMENT NO. 1969 004 D-1
 - INSTRUMENT NO. 2013 2535 D-1
 - INSTRUMENT NO. 2008 9993 D-1
 - PLAT BOOK 27, PAGE 12-A

BUILDING SETBACKS:
FRONT YARD: 10 FEET
REAR YARD: 8 FEET
SIDE YARD: 8 FEET (AT END OF UNITS ONLY)
SIDE YARD: 10 FEET (ABUTTING STREET)



TOTAL AREA REPORT:		
LOTS 1 thru 100:	255,170.63 SF	5.86 AC.
COMMON AREAS A thru E	162,307.37 SF	3.73 AC.
ROAD RIGHTS-OF-WAY	105,189.95 SF	2.41 AC.
TOTAL AREA	522,667.95 SF	12.00 AC.

HIGHLAND LAKE TOWNHOMES - PHASE I

AT GULFPORT HIGHLANDS

LOCATED IN SECTION 6, T7S, R10W, CITY OF GULFPORT,
1ST JUDICIAL DISTRICT, HARRISON CO., MISSISSIPPI

- LEGEND
- FOUND IRON ROD
 - FOUND IRON PIPE
 - SET IRON ROD
 - (S) AS PER SURVEY
 - (R) AS PER RECORD

W ENGINEERING, P.A.

301 Central Ave East
Wiggins, MS 39577

Office 601-928-5981
pw@weng-ms.com

COAST

TITLE COMPANY

101 Rouselle Place, Suite B
Ocean Springs, MS 39564
Telephone: (228) 334-5122
Fax: (228) 334-5126

April 27, 2023

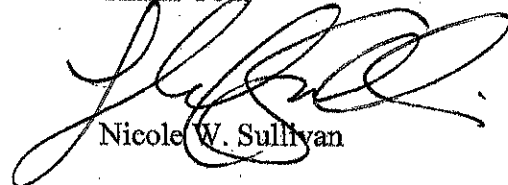
Gulfport Planning & Zoning
1410 24th Avenue
Gulfport, MS 39501

RE: Highland Lake Townhomes

To Whom It May Concern,

As of March 20, 2023, a full and diligent title abstract was completed regarding the property located at 0 Ollie Road, Gulfport, MS (PID # 1008F-01-001.00) on behalf of Highland Lake Townhomes. At the time of the most recent title search dated March 20, 2023, Highland Lake Townhomes, LLC had a good and merchantable title with fee simple ownership of the property by virtue of a Warranty Deed dated July 28, 2022, and recorded as Instrument Number 2022-0019089-D-J1 in the Office of the Chancery Clerk of the First Judicial District of Harrison County, Mississippi. Should you have any questions, please do not hesitate to contact our office.

Thank You



Nicole W. Sullivan

Enclosure: Warranty Deed



1st JUDICIAL DISTRICT
INSTRUMENT 2022-0019088-D-J1
FILED/RECORDED 7/29/2022 1:56:01 PM
TOTAL FEES \$26.00
6 PAGES RECORDED

Prepared by and Return to:
Nicole W. Sullivan, MSB #105498
Coast Title Company, LLC
101 Rouselle Place, Suite B
Ocean Springs, MS 39564
Telephone: 228-334-5122

INDEXING INSTRUCTIONS: PT OF THE NE 1/4 OF SE 1/4 OF 6-7-10

COVER PAGE FOR WARRANTY DEED

GRANTOR(S):

GH VILLAGE, LLC
a Mississippi limited liability company
4680 Hickory Ridge
Jackson, MS 39211
Telephone: (601) 260-6390

GRANTEE(S):

HIGHLAND LAKE TOWNHOMES, LLC
a Mississippi limited liability company
919 2nd Street
Gulfport, MS 39503
Telephone: (228) 596-4471

STATE OF MISSISSIPPI

COUNTY OF HARRISON

WARRANTY DEED

FOR AND IN CONSIDERATION of the price and sum of TEN AND NO/100 DOLLARS (\$10.00), cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of all of which is hereby acknowledged, **GH VILLAGE, LLC**, a Mississippi limited liability company, does hereby grant, bargain, sell, convey and warrant unto **HIGHLAND LAKE TOWNHOMES, LLC**, a Mississippi limited liability company, that certain tract, piece or parcel of land situated in Harrison County, Mississippi, together with all improvements, buildings, fixtures, and appurtenances thereunto belonging, and being more particularly described as follows, to-wit:

A PARCEL OF LAND BEING SITUATED IN THE NE 1/4 OF THE SE 1/4 OF SECTION 6, TOWNSHIP 7 SOUTH, RANGE 10 WEST, HARRISON COUNTY, MISSISSIPPI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND IRON ROD AT THE SOUTHWEST CORNER OF THE NE 1/4 OF THE SE 1/4 OF SECTION 6, T7S, R10W, HARRISON COUNTY, MS; THENCE RUN ALONG THE WEST LINE OF NE 1/4 OF THE SE 1/4 OF SAID SECTION 6 NORTH 00 DEGREES 04 MINUTES 11 SECONDS EAST 884.36 FEET TO A FOUND IRON ROD, ALSO BEING THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID WEST LINE NORTH 00 DEGREES 03 MINUTES 41 SECONDS EAST 455.47 FEET TO A FOUND IRON PIPE AT THE NORTHWEST CORNER OF SAID NE 1/4; THENCE RUN ALONG THE NORTH LINE OF SAID NE 1/4 NORTH 89 DEGREES 57 MINUTES 53 SECONDS EAST 1362.96 FEET TO A FOUND IRON ROD AT THE NORTHEAST CORNER OF SAID NE 1/4; THENCE RUN ALONG THE EAST LINE OF SAID NE 1/4 SOUTH 00 DEGREES 07 MINUTES 29 SECONDS WEST 884.60 FEET TO A FOUND IRON ROD; THENCE LEAVING SAID EAST LINE RUN NORTH 69 DEGREES 44 MINUTES 27 SECONDS WEST 141.71 FEET TO A FOUND IRON ROD; THENCE RUN NORTH 70 DEGREES 25 MINUTES 32 SECONDS WEST 72.13 FEET TO A SET IRON ROD; THENCE RUN NORTH 81 DEGREES 51 MINUTES 14 SECONDS WEST 100.40 FEET TO A SET IRON ROD; THENCE RUN NORTH 66 DEGREES 57 MINUTES 47 SECONDS WEST 101.63 FEET TO A SET IRON ROD; THENCE RUN NORTH 62 DEGREES 48 MINUTES 55 SECONDS WEST 104.75 FEET TO A FOUND IRON ROD; THENCE RUN NORTH 77 DEGREES 17 MINUTES 05 SECONDS WEST 100.37 FEET TO A FOUND IRON ROD; THENCE RUN NORTH 82 DEGREES 26 MINUTES 57 SECONDS WEST 100.03 FEET TO A SET IRON ROD; THENCE RUN NORTH 80 DEGREES 48 MINUTES 18 SECONDS WEST 100.39 FEET TO A FOUND IRON ROD; THENCE RUN NORTH 87 DEGREES 43 MINUTES 06 SECONDS WEST 99.96 FEET TO A FOUND IRON ROD; THENCE RUN NORTH 00 DEGREES 05 MINUTES 58 SECONDS EAST 198.52 FEET TO A FOUND IRON ROD; THENCE RUN SOUTH 89 DEGREES 55 MINUTES 51 SECONDS WEST 478.80 FEET BACK TO THE POINT OF BEGINNING.

AND ALSO

The Beneficial Easement rights arising out of the Reciprocal Easement and Restriction Agreement, dated December 31, 2008 and recorded as Instrument No. 2009-27-D-J1; and also that Amended and Restated Reciprocal Easement and Restriction Agreement, dated May 14, 2010 and recorded as Instrument 20-3970-D-J1, in the office of the Chancery Clerk of Harrison County (First Judicial District), Mississippi.

This conveyance is subject to all covenants, easements, restrictions, reservations, and other matters of record, all zoning and building laws, rules and regulations and ordinances, and all matters that would be disclosed by an accurate survey of said property.

Taxes for the year 2022 have been pro-rated between the parties and the payment of same when due on January 1, 2022, shall be the responsibility of the Grantees herein.

WITNESS THE SIGNATURE(S) OF THE GRANTOR(S), on the 28th day of July, 2022.

GH VILLAGE, LLC

By:

Noel Simms, Member

[signatures on separate pages]

STATE OF MISSISSIPPI

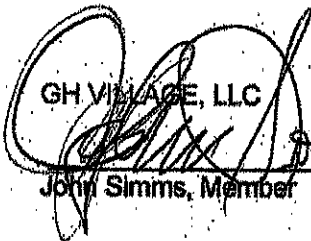
COUNTY OF Hinds

This day, personally appeared before me, the undersigned Notary Public, in and for the aforesaid County and State, the within named NOEL SIMMS, who acknowledged that his a Member of GH VILLAGE, LLC, a Mississippi limited liability company, and who acknowledged to me that he executed, signed and delivered, the foregoing Warranty Deed on the day and year herein mentioned as his true and voluntary act and deed.

Given under my hand and official seal of office, this the 28 day of July, 2022.



[Signature]
NOTARY PUBLIC
MY COMMISSION EXPIRES: Dec 8 2023

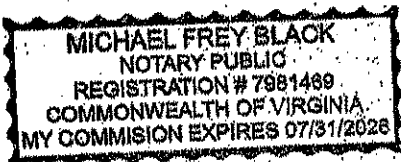
By:  GH VILLAGE, LLC
John Simms, Member

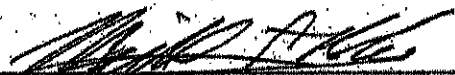
State of Virginia
~~DISTRICT OF COLUMBIA~~

COUNTY OF Fairfax

This day, personally appeared before me, the undersigned Notary Public, in and for the aforesaid County and State, the within name JOHN SIMMS, who acknowledged that he is a Member of GH VILLAGE, LLC, a Mississippi limited liability company, and who acknowledged to me that he executed, signed and delivered, the foregoing Warranty Deed on the day and year herein mentioned as his true and voluntary act and deed.

Given under my hand and official seal of office, this the 28 day of July, 2022.

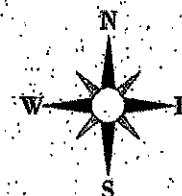



NOTARY PUBLIC
MY COMMISSION EXPIRES: 07/31/2026

GULFPORT HIGHLANDS

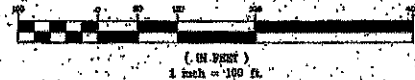
LOT 4

LOCATED IN SECTION 6, T7S, R10W
CITY OF GULFPORT
1ST JUDICIAL DISTRICT
HARRISON CO., MISSISSIPPI



LEGEND	
○	FOUND IRON ROD
●	FOUND IRON PIPE
●	SET IRON ROD
(S)	AS PER SURVEY
(R)	AS PER RECORD

GRAPHIC SCALE

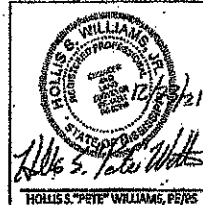


NOTES:

1. ALL BEARINGS ON THIS PLAT ARE REFERENCED TO AND BASED ON MISSISSIPPI STATE PLANE GRID NORTH (EAST ZONE - NAD 83) AS DERIVED BY HIGH PRECISION GPS SURVEY USING TRIMBLE R-10 BASE AND R12 ROVER IN REAL TIME KINEMATIC MODE.
2. DATE OF FIELD SURVEY 12/22/2021.
3. IN PROVIDING THIS BOUNDARY SURVEY NO ATTEMPT HAS BEEN MADE TO OBTAIN OR SHOW DATA CONCERNING EXISTENCE, SIZE, DEPTH, EASEMENT, CAPACITY OR LOCATION OF ANY UTILITY EXISTING ON THE SITE, WHETHER PRIVATE, MUNICIPAL OR PUBLIC OWNED EXCEPT AS SHOWN HEREIN.
4. NO ABSTRACT OF TITLE, NOR TITLE COMMITMENT, OR RESULTS OF A TITLE SEARCH WERE FURNISHED TO THE SURVEYOR. ALL DOCUMENTS OF RECORD REVIEWED ARE NOTED HEREON. THERE MAY EXIST OTHER DOCUMENTS OF RECORD THAT MAY AFFECT THIS SURVEYED PARCEL.
5. THE PROFESSIONAL SURVEYOR HAS MADE NO INVESTIGATION OR INDEPENDENT SEARCH FOR EASEMENTS OF RECORD, ENCUMBRANCES, RESTRICTIVE COVENANTS, OWNERSHIP TITLE EVIDENCE, OR ANY OTHER FACTS THAT AN ACCURATE AND CURRENT TITLE SEARCH MAY DISCLOSE.
6. SURFACE AND ENVIRONMENTAL CONDITIONS WERE NOT SURVEYED OR EXAMINED OR CONSIDERED AS PART OF THIS SURVEY. NO EVIDENCE OR STATEMENT IS MADE CONCERNING THE EXISTENCE OF UNDERGROUND OR OVERHEAD CONDITIONS, CONTAINERS OR FACILITIES THAT MAY AFFECT THE USE OR DEVELOPMENT OF THIS PROPERTY.
7. THIS SURVEY IS VALID ONLY IF THE DRAWING INCLUDES THE ORIGINAL SEAL AND ORIGINAL SIGNATURE OF THE SURVEYOR.

REFERENCES:

1. HARRISON COUNTY TAX MAP
2. HARRISON COUNTY OWNERSHIP MAP
3. INSTRUMENT NO. 2003 8052 D-12
4. INSTRUMENT NO. 2017 856 D-11
5. INSTRUMENT NO. 2010 3972 D-15
6. INSTRUMENT NO. 1989 064 D-11
7. INSTRUMENT NO. 2013 2195 D-11
8. INSTRUMENT NO. 2008 5555 D-11



PLAT OF SURVEY FOR:

Gulf Coast Development & Design

SITUATED IN SECTION 6, T7S, R10W
HARRISON COUNTY, MISSISSIPPI

LOT 4
20.135 ACRES±
(877,061.69 SQ. FT.)

LEGAL DESCRIPTION

A PARCEL OF LAND BEING SITUATED IN THE NE 1/4 OF THE SE 1/4 OF SECTION 6, TOWNSHIP 7 SOUTH, RANGE 10 WEST, HARRISON COUNTY, MISSISSIPPI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND IRON ROD AT THE SOUTHWEST CORNER OF THE NE 1/4 OF THE SE 1/4 OF SECTION 6, T7S, R10W, HARRISON COUNTY, MS; THENCE RUN ALONG THE WEST LINE OF NE 1/4 OF THE SE 1/4 OF SAID SECTION 6 NORTH 00 DEGREES 00 MINUTES 11 SECONDS EAST 884.98 FEET TO A FOUND IRON ROD, ALSO BEING THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID WEST LINE NORTH 00 DEGREES 03 MINUTES 41 SECONDS EAST 495.47 FEET TO A FOUND IRON PIPE AT THE NORTHWEST CORNER OF SAID NE 1/4; THENCE RUN ALONG THE NORTH LINE OF SAID NE 1/4 NORTH 89 DEGREES 57 MINUTES 53 SECONDS EAST 1262.96 FEET TO A FOUND IRON ROD AT THE NORTHEAST CORNER OF SAID NE 1/4; THENCE RUN ALONG THE EAST LINE OF SAID NE 1/4 SOUTH 00 DEGREES 07 MINUTES 29 SECONDS WEST 884.60 FEET TO A FOUND IRON ROD; THENCE LEAVING SAID EAST LINE RUN NORTH 69 DEGREES 44 MINUTES 27 SECONDS WEST 241.71 FEET TO A FOUND IRON ROD; THENCE RUN NORTH 70 DEGREES 25 MINUTES 32 SECONDS WEST 72.13 FEET TO A SET IRON ROD; THENCE RUN NORTH 81 DEGREES 51 MINUTES 34 SECONDS WEST 300.40 FEET TO A SET IRON ROD; THENCE RUN NORTH 68 DEGREES 57 MINUTES 47 SECONDS WEST 201.63 FEET TO A SET IRON ROD; THENCE RUN NORTH 62 DEGREES 48 MINUTES 55 SECONDS WEST 404.25 FEET TO A FOUND IRON ROD; THENCE RUN NORTH 77 DEGREES 17 MINUTES 00 SECONDS WEST 260.37 FEET TO A FOUND IRON ROD; THENCE RUN NORTH 80 DEGREES 18 MINUTES 18 SECONDS WEST 100.33 FEET TO A FOUND IRON ROD; THENCE RUN NORTH 87 DEGREES 43 MINUTES 06 SECONDS WEST 89.95 FEET TO A FOUND IRON ROD; THENCE RUN NORTH 00 DEGREES 03 MINUTES 58 SECONDS EAST 198.52 FEET TO A FOUND IRON ROD; THENCE RUN SOUTH 80 DEGREES 55 MINUTES 51 SECONDS WEST 478.80 FEET BACK TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 20.135 ACRES MORE OR LESS.

SUBJECT TO ANY EXISTING EASEMENT AND/OR RIGHTS-OF-WAYS.

PROJECT	DATE	W ENGINEERING, P.A.
2021	12/22/21	
SCALE	DRAWN	
1" = 200'	CHUCK	
CHECK	REVISION	
BY		

301 Central Avenue East
Wiggins, MS 39577

Office 601-928-5981
www.wengr.com

COUNTY OF HARRISON

FOR AND IN CONSIDERATION of the price and sum of TEN AND NO/100 DOLLARS (\$10.00), cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of all of which is hereby acknowledged, **GH VILLAGE, LLC**, a Mississippi limited liability company, does hereby grant, bargain, sell, convey and warrant unto **HIGHLAND LAKE TOWNHOMES, LLC**, a Mississippi limited liability company, that certain tract, piece or parcel of land situated in Harrison County, Mississippi, together with all improvements, buildings, fixtures, and appurtenances thereunto belonging, and being more particularly described as follows, to-wit:

COMMENCING AT A FOUND IRON ROD AT THE SOUTHWEST CORNER OF THE NE 1/4 OF THE SE 1/4 OF SECTION 6, T7S, R10W, HARRISON COUNTY, MS; THENCE RUN ALONG THE WEST LINE OF NE 1/4 OF THE SE 1/4 OF SAID SECTION 6 NORTH 00 DEGREES 04 MINUTES 11 SECONDS EAST 884.36 FEET TO A FOUND IRON ROD, ALSO BEING THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID WEST LINE NORTH 00 DEGREES 03 MINUTES 41 SECONDS EAST 455.47 FEET TO A FOUND IRON PIPE AT THE NORTHWEST CORNER OF SAID NE 1/4; THENCE RUN ALONG THE NORTH LINE OF SAID NE 1/4 NORTH 89 DEGREES 57 MINUTES 53 SECONDS EAST 1362.96 FEET TO A FOUND IRON ROD AT THE NORTHEAST CORNER OF SAID NE 1/4; THENCE RUN ALONG THE EAST LINE OF SAID NE 1/4 SOUTH 00 DEGREES 07 MINUTES 29 SECONDS WEST 884.60 FEET TO A FOUND IRON ROD; THENCE LEAVING SAID EAST LINE RUN NORTH 69 DEGREES 44 MINUTES 27 SECONDS WEST 141.71 FEET TO A FOUND IRON ROD; THENCE RUN NORTH 70 DEGREES 25 MINUTES 32 SECONDS WEST 72.13 FEET TO A SET IRON ROD; THENCE RUN NORTH 81 DEGREES 51 MINUTES 14 SECONDS WEST 100.40 FEET TO A SET IRON ROD; THENCE RUN NORTH 66 DEGREES 57 MINUTES 47 SECONDS WEST 101.63 FEET TO A SET IRON ROD; THENCE RUN NORTH 62 DEGREES 48 MINUTES 55 SECONDS WEST 104.75 FEET TO A FOUND IRON ROD; THENCE RUN NORTH 77 DEGREES 17 MINUTES 05 SECONDS WEST 100.37 FEET TO A FOUND IRON ROD; THENCE RUN NORTH 82 DEGREES 26 MINUTES 57 SECONDS WEST 100.03 FEET TO A SET IRON ROD; THENCE RUN NORTH 80 DEGREES 48 MINUTES 18 SECONDS WEST 100.39 FEET TO A FOUND IRON ROD; THENCE RUN NORTH 87 DEGREES 43 MINUTES 06 SECONDS WEST 99.96 FEET TO A FOUND IRON ROD; THENCE RUN NORTH 00 DEGREES 05 MINUTES 58 SECONDS EAST 198.52 FEET TO A FOUND IRON ROD; THENCE RUN SOUTH 89 DEGREES 55 MINUTES 51 SECONDS WEST 478.80 FEET BACK TO THE POINT OF BEGINNING.

PIRES: Dec 8 2023

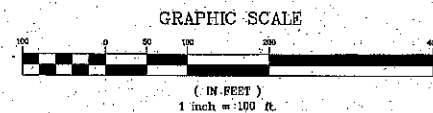
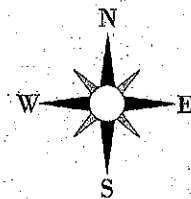
GULFPORT HIGHLANDS

LOT 4

LOCATED IN SECTION 6, T7S, R10W
CITY OF GULFPORT
1ST JUDICIAL DISTRICT
HARRISON CO., MISSISSIPPI

LOT 4
20.135 ACRES±
(877,061.69 SQ. FT.)

- LEGEND**
- - FOUND IRON ROD
 - - FOUND IRON PIPE
 - - SET IRON ROD
 - (S) - AS PER SURVEYED
 - (R) - AS PER RECORD

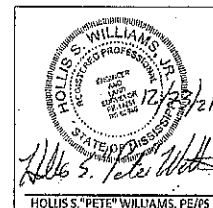


NOTES:

- ALL BEARINGS ON THIS PLAN ARE REFERENCED TO AND BASED ON MISSISSIPPI STATE PLANE GRID NORTH (EAST ZONE - NAD 83) AS DERIVED BY HIGH PRECISION GPS SURVEY USING TRIMBLE R-10 BASE AND R12 ROVER IN REAL TIME KINEMATIC MODE.
- DATE OF FIELD SURVEY 12/22/2021.
- IN PROVIDING THIS BOUNDARY SURVEY NO ATTEMPT HAS BEEN MADE TO OBTAIN OR SHOW DATA CONCERNING EXISTENCE, SIZE, DEPTH, CONDITION, CAPACITY OR LOCATION OF ANY UTILITY EXISTING ON THE SITE, WHETHER PRIVATE, MUNICIPAL OR PUBLIC OWNED EXCEPT AS SHOWN HEREON.
- NO ABSTRACT OF TITLE, NOR TITLE COMMITMENT, OR RESULTS OF A TITLE SEARCH WERE FURNISHED TO THE SURVEYOR. ALL DOCUMENTS OF RECORD REVIEWED ARE NOTED HEREON. THERE MAY EXIST OTHER DOCUMENTS OF RECORD THAT MAY AFFECT THIS SURVEYED PARCEL.
- THE PROFESSIONAL SURVEYOR HAS MADE NO INVESTIGATION OR INDEPENDENT SEARCH FOR EASEMENTS OF RECORD, ENCUMBRANCES, RESTRICTIVE COVENANTS, OWNERSHIP TITLE EVIDENCE, OR ANY OTHER FACTS THAT AN ACCURATE AND CURRENT TITLE SEARCH MAY DISCLOSE.
- SUBSURFACE AND ENVIRONMENTAL CONDITIONS WERE NOT SURVEYED OR EXAMINED OR CONSIDERED AS PART OF THIS SURVEY. NO EVIDENCE OR STATEMENT IS MADE CONCERNING THE EXISTENCE OF UNDERGROUND OR OVERHEAD CONDITIONS, CONTAINERS OR FACILITIES THAT MAY AFFECT THE USE OR DEVELOPMENT OF THIS PROPERTY.
- THIS SURVEY IS VALID ONLY IF THE DRAWING INCLUDES THE ORIGINAL SEAL AND ORIGINAL SIGNATURE OF THE SURVEYOR.

REFERENCES:

- HARRISON COUNTY TAX MAP
- HARRISON COUNTY OWNERSHIP MAP
- INSTRUMENT NO. 2008 6052 D-1
- INSTRUMENT NO. 2017 896 D-1
- INSTRUMENT NO. 2010 3971 D-1
- INSTRUMENT NO. 1969 004 D-1
- INSTRUMENT NO. 2013 2385 D-1
- INSTRUMENT NO. 2008 9993 D-1



LEGAL DESCRIPTION

A PARCEL OF LAND BEING SITUATED IN THE NE 1/4 OF THE SE 1/4 OF SECTION 6, TOWNSHIP 7 SOUTH, RANGE 10 WEST, HARRISON COUNTY, MISSISSIPPI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND IRON ROD AT THE SOUTHWEST CORNER OF THE NE 1/4 OF THE SE 1/4 OF SECTION 6, T7S, R10W, HARRISON COUNTY, MS; THENCE RUN ALONG THE WEST LINE OF NE 1/4 OF THE SE 1/4 OF SAID SECTION 6 NORTH 00 DEGREES 04 MINUTES 11 SECONDS EAST 884.36 FEET TO A FOUND IRON ROD, ALSO BEING THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID WEST LINE NORTH 00 DEGREES 03 MINUTES 41 SECONDS EAST 455.47 FEET TO A FOUND IRON PIPE AT THE NORTHWEST CORNER OF SAID NE 1/4; THENCE RUN ALONG THE NORTH LINE OF SAID NE 1/4 NORTH 89 DEGREES 57 MINUTES 53 SECONDS EAST 1361.96 FEET TO A FOUND IRON ROD AT THE NORTHEAST CORNER OF SAID NE 1/4; THENCE RUN ALONG THE EAST LINE OF SAID NE 1/4 SOUTH 00 DEGREES 07 MINUTES 29 SECONDS WEST 884.60 FEET TO A FOUND IRON ROD; THENCE LEAVING SAID EAST LINE RUN NORTH 69 DEGREES 44 MINUTES 27 SECONDS WEST 141.71 FEET TO A FOUND IRON ROD; THENCE RUN NORTH 70 DEGREES 25 MINUTES 32 SECONDS WEST 72.13 FEET TO A SET IRON ROD; THENCE RUN NORTH 81 DEGREES 31 MINUTES 14 SECONDS WEST 100.40 FEET TO A SET IRON ROD; THENCE RUN NORTH 66 DEGREES 57 MINUTES 47 SECONDS WEST 101.63 FEET TO A SET IRON ROD; THENCE RUN NORTH 62 DEGREES 48 MINUTES 55 SECONDS WEST 104.75 FEET TO A FOUND IRON ROD; THENCE RUN NORTH 77 DEGREES 17 MINUTES 05 SECONDS WEST 100.37 FEET TO A FOUND IRON ROD; THENCE RUN NORTH 82 DEGREES 26 MINUTES 57 SECONDS WEST 100.09 FEET TO A SET IRON ROD; THENCE RUN NORTH 80 DEGREES 48 MINUTES 18 SECONDS WEST 100.39 FEET TO A FOUND IRON ROD; THENCE RUN NORTH 87 DEGREES 43 MINUTES 05 SECONDS WEST 99.95 FEET TO A FOUND IRON ROD; THENCE RUN NORTH 00 DEGREES 05 MINUTES 58 SECONDS EAST 158.52 FEET TO A FOUND IRON ROD; THENCE RUN SOUTH 89 DEGREES 55 MINUTES 51 SECONDS WEST 478.80 FEET BACK TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 20.135 ACRES MORE OR LESS.

SUBJECT TO ANY EXISTING EASEMENT AND/OR RIGHTS-OF-WAYS.

PROJECT #	DATE
3024	12/23/21
SCALE	DRAWN BY
1" = 100'	CHUCK
CLASS	REVISION
"B"	

W ENGINEERING, P.A.

301 Central Avenue East
Wiggins, MS 39577

Office 601-928-5981
www.weng-ms.com

PLAT OF SURVEY FOR:
Gulf Coast Development & Design

SITUATED IN SECTION 6, T7S, R10W
HARRISON COUNTY, MISSISSIPPI

RESOLUTION OF HIGHLAND LAKE TOWNHOMES, LLC

Effective April 24, 2023

The undersigned constituting the members of Highland Lake Townhomes, LLC, a Mississippi Limited Liability Company (the "Company"), do hereby adopt the following resolutions at a duly called meeting of the Members of the Company:

WHEREAS, Company wishes to receive Final Plat for Highland Lake Townhomes, Phase 1, Parcel 1008F-01-001.000 which will approval by the City of Gulfport;

WHEREAS, all prerequisite acts and proceedings preliminary to the adoption of these resolution have been taken and done in due and proper form, time, and manner;

NOW, THEREFORE, BE IT RESOLVED, that the sign is deemed to be in the best interest of development and the Company.

FURTHERMORE, Kenneth Jones II, as Member, of the Company is hereby authorized and directed to take such further actions as, in his judgment, as are necessary to complete variance including, but not limited to, executing such documentation as is necessary to request the variance, attend meetings as representative of the Company, etc.

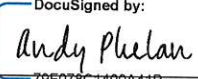
FURTHERMORE, this Resolution shall remain in effect until expressly terminated in writing by the Company's members.

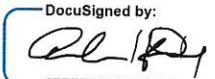
IN WITNESS WHEREOF, below are signatures of the members of the Company effective as of the date set forth above.

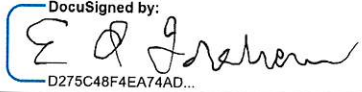
Highland Lake Townhomes, LLC

DocuSigned by:

BY: FE636FF1E319479...
KLJ CRE, Corp, by Kenneth Jones

DocuSigned by:

BY: 79F078C140QA41B...
Phelan Engineering, LLC, by Andy Phelan

DocuSigned by:

BY: 07FFFF7E0BE2450...
Multum, LLC, by Adam Dial

DocuSigned by:

BY: D275C48F4EA74AD...
Trehern Investments, by Ed Trehern



Michael Watson

SECRETARY OF STATE

This is not an official certificate of good standing.

Name History

Name	Name Type
Highland Lake Townhomes, LLC	Legal

Business Information

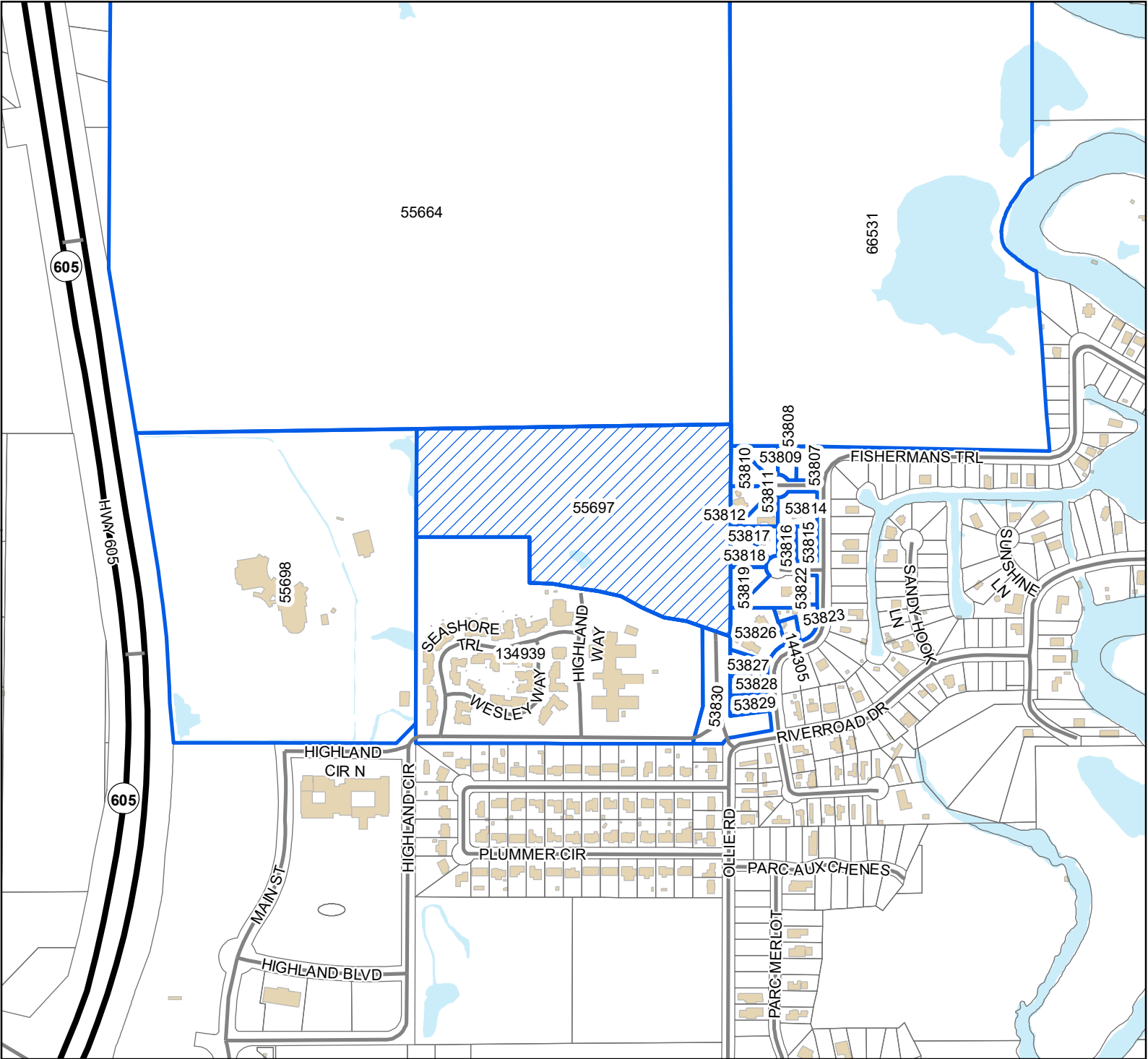
Business Type:	Limited Liability Company
Business ID:	1328029
Status:	Good Standing
Effective Date:	03/04/2022
State of Incorporation:	Mississippi
Principal Office Address:	919 2nd Street Gulfport, MS 39501

Registered Agent

Name
Kenneth Jones II
919 2nd Street
Gulfport, MS 39501

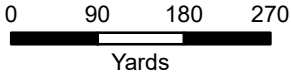
Officers & Directors

Name	Title
KLJ CRE, Corp	
919 2nd Street	
Gulfport, MS 39501	Member
Phelan Engineering, LLC	
2515 Havard Rd	
Ocean Springs, MS 39501	Member



Legend

- Site
- Adjacent Properties
- US or State Highway
- Street
- Buildings
- Water Features



1 inch = 600 feet



DATA DISCLAIMER: All information that is provided on this map is believed to be correct. However, no liability is assumed by the City of Gulfport for errors in substance or form of any of the materials published on this map. The GIS Division, City of Gulfport, provides the information represented on this map as a service to the community and makes every effort possible to provide quality information. However, no claims, promises, or guarantees about the accuracy, completeness, or adequacy of the information contained on this map are expressed or implied.

Mail	PPIN	Parcel ID	Name	Address	City	State	ZIP
Y			HIGHLAND LAKE TOWNHOMES,LLC(OWNERS)	919 2ND STREET	GULFPORT	MS	39501
			Adjacent Property Owners(2306PC063)				
	53819	1008G-02-049.003	MCCLELLAN RYAN S	10513 DANBERRY COVE	GULFPORT	MS	39503
	53815	1008G-02-052.000	MAJORS JUDY	10494 DANBURY COVE	GULFPORT	MS	39503
N	53816	1008G-02-049.002	MAJORS JUDY	10494 DANBURY COVE	GULFPORT	MS	39503
	53817	1008G-02-049.001	JOHNSON THOMAS E & DAWN M	10514 DANBURY CV	GULFPORT	MS	39503
	53807	1008G-02-046.001	BYRD SHELBY J	12178 SANDY HOOK LN	GULFPORT	MS	39503
	53812	1008G-02-050.000	CHILDS KAREN F	P O BOX 1074	LA CANADA	CA	91012
	53828	1008G-02-068.000	FORTENBERRY GRETCHEN S	12205 FISHERMAN'S TRAIL	GULFPORT	MS	39503
	66531	1008B-01-003.000	BEN A RICHARDS LAND COMPANY LLC	P O BOX 6073	GULFPORT	MS	39506
	53814	1008G-02-051.000	RUCHLEWICZ MARK T & SANDRA K	12283 FISHERMANS TRL	GULFPORT	MS	39503
N	53822	1008G-02-054.000	ROSE RICHARD	12238 ROSE POINT	GULFPORT	MS	39503
	53809	1008G-02-047.000	GULFPORT HIGHLANDS DEVELOPMENT LP	4680 HICKORY RIDGE RD	JACKSON	MS	39211
	53810	1008G-02-048.000	DEFELIPPO DEANNA	10518 HUCKLEBERRY COVE	GULFPORT	MS	39503
	53811	1008G-02-049.000	BRIGHT JEROMY	10517 HUCKLEBERRY CV	GULFPORT	MS	39503
	53818	1008G-02-049.005	WALLEY KAREN & JEREMY	10516 DANBURY COVE	GULFPORT	MS	39503
	53808	1008G-02-046.000	RUNNER AMOS M & JOAN G	2700 RICHARDVILLE RD	BOWLING GREEN	KY	42101
	53827	1008G-02-067.000	HAY JOHN C & CARRIE A	12209 FISHERMAN TRAILS	GULFPORT	MS	39503
	53830	1008G-02-070.000	GULFPORT HIGHLANDS DEVELOPMENT LP	4680 HICKORY RD	JACKSON	MS	39211
	53826	1008G-02-062.001	HAY JOHN C & CARRIE A	12209 FISHERMANS TRAIL	GULFPORT	MS	39503
	53829	1008G-02-069.000	ROSE RICHARD	12238 ROSE POINT	GULFPORT	MS	39503
	55698	1008F-01-007.000	FIRST BAPTIST CHURCH GULFPORT	12190 HWY 605	GULFPORT	MS	39503
	134939	1008F-01-002.000	SEASHORE CAMPGROUNDS RETIREMENT	COMMUNITY INC	GULFPORT	MS	39503
	55664	1008C-01-001.000	BEN A RICHARDS LAND COMPANY LLC	P O BOX 6073	GULFPORT	MS	39506
	55697	1008F-01-001.000	GH VILLAGE LLC	4680 HICKORY RIDGE RD	JACKSON	MS	39211
	53823	1008G-02-060.000	ROSE RICHARD	12238 ROSE POINT DR	GULFPORT	MS	39503
	144305	1008G-02-060.001	FORDHAM BART T & TERESA F	10521 RIVER ROAD DR	GULFPORT	MS	39503



Beaufort Gazette
Belleville News-Democrat
Bellingham Herald
Bradenton Herald
Centre Daily Times
Charlotte Observer
Columbus Ledger-Enquirer
Fresno Bee

The Herald - Rock Hill
Herald Sun - Durham
Idaho Statesman
Island Packet
Kansas City Star
Lexington Herald-Leader
Merced Sun-Star
Miami Herald

el Nuevo Herald - Miami
Modesto Bee
Raleigh News & Observer
The Olympian
Sacramento Bee
Fort Worth Star-Telegram
The State - Columbia
Sun Herald - Biloxi

Sun News - Myrtle Beach
The News Tribune Tacoma
The Telegraph - Macon
San Luis Obispo Tribune
Tri-City Herald
Wichita Eagle

AFFIDAVIT OF PUBLICATION

Account #	Order Number	Identification	Order PO	Amount	Cols	Depth
36845	426559	Print Legal Ad-IPL01247600 - IPL0124760		\$56.32	2	34 L

Attention: Matilda Welch
GULFPORT URBAN DEVELOPMENT
PO BOX 1780
GULFPORT, MS 39502

accountspayable@gulfport-ms.gov

LEGAL NOTICE PUBLIC HEARING

In conformance with Section VIII of the Comprehensive Zoning Ordinance of the City of Gulfport, Mississippi, 1979 as amended, notice is hereby given advising that the Gulfport City Planning Commission will hold a public hearing in the City of Gulfport, Mississippi at 4:30 P.M., Thursday, June 22, 2023 in the Council Chambers of the Gulfport City Hall located at 2309 15th Street to consider the following requests. A copy of the requests will be available for public review at the office of the Department of Urban Development, Planning Division, located on first floor of the William H. Hardy Building, 1410 24th Avenue.

Planning Commission Approval 2306PC059, by owner Charfonya Boose, requests approval for a mobile home on an individual lot, Tax Parcel 0810C-02-001.000, 8376 Georgia Ave, Zoned R-1-5 (Single-family), Ward 3

General Plan 2306PC064, by agent Brown, Mitchell & Alexander, Inc, Tax Parcel 1008L-01-002.000, seeking approval of easements and right of way (North Park Drive) at Dedeaux Rd, Zoned B-2 (General Business), Ward 6

Final Plat 2304PC042, by owner River Pointe Estates, LLC, seeking approval of final plat for 7 Single-family lots (River Point Estates Subdivision) at 10550 O'Neal Road, Tax Parcels 1007O-01-028.000, 1007O-01-028.014, 1007O-01-028.012, & 1007O-01-028.008, Zoned R-E (Residence estate), Ward 6

Final Plat 2306PC063, by owner Highland Lake Townhomes, LLC, Tax Parcel 1008F-01-001.000, seeking approval for a final plat of a 164-lot townhome subdivision (Highland Lake Townhomes Phase 1) at Ollie Road, Zoned R-B (Residence-Business), Ward 6

This the 25th day of May 2023
Keith Williams, Chairman
City of Gulfport Planning Commission
IPL0124760
Jun 7 2023

STATE OF MISSISSIPPI COUNTY OF HARRISON

Before me, the undersigned Notary of Dallas County, Texas personally appeared Stefani Beard, who, being by me first duly sworn, did depose and say that she is a clerk of The Sun Herald, a daily newspaper published in the city of Gulfport, in Harrison County, Mississippi and the publication of the notice, a copy of which is hereto attached, has been made in said paper in the issue(s) of:

1 insertion(s) published on:
06/07/23

Affidavit further states on oath that said newspaper has been established and published continuously in said county for a period of more than twelve months next prior to the first publication of said notice.

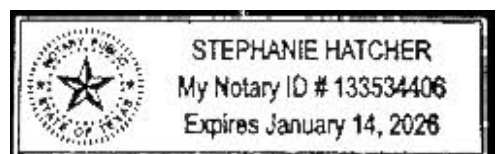
Stefani Beard

Sworn to and subscribed before me this 5th day of June in the year of 2023

Stephanie Hatcher

Notary Public

* The Sun Herald has been deemed eligible for publishing legal notices in Jackson County to meet the requirements of Miss. Code 1972 Section 13-3-31 and 13-3-32.



Extra charge for lost or duplicate affidavits.
Legal document please do not destroy!



The Gray Insurance Company
The Gray Casualty & Surety Company

Maintenance Bond

Bond Number: GSA2000049

KNOW ALL PERSONS BY THESE PRESENTS, that we, Highland Lake Townhomes, LLC, as Principal and The Gray Casualty & Surety Company, a Louisiana corporation, as Surety, are held and firmly bound unto City of Gulfport, as Obligee, in the sum of: Twenty eight thousand seven hundred \$28,700.00 for the payment whereof said Principal and Surety bind themselves, jointly and severally, as provided herein.

WHEREAS, Principal has entered into a contract with Obligee, dated July 5, 2023 ("Contract") for: Highland Lake Townhomes Subdivision: Water/sewer/drainage infrastructure

NOW, THEREFORE, the condition of this obligation is such that if Contractor shall maintain and remedy said Work free from defects in materials and workmanship ("Maintenance Work") for a period of One year commencing on July 5, 2023 (the "Maintenance Period"), then this obligation shall be null and void; otherwise it shall remain in full force and effect.

1. If there is no Owner Default, the Surety's obligation under this Bond shall arise after:
 - 1.1. The Owner has provided written notification to the Contractor and Surety at its address shown on the signature page that the Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with the Contractor and Surety to be held not later than fifteen (15) days after receipt of such notice to discuss methods of performing the Maintenance Work. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Maintenance Work, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default; and
 - 1.2. The Owner has declared a Contractor Default and formally terminated the Contractor's right to complete the Maintenance Work. Such Contractor Default shall not be declared earlier than twenty (20) days after the Contractor and Surety have received notice as provided in Subparagraph 1.1.
2. When the Owner has satisfied the conditions of Paragraph 1 above, the Surety shall promptly take one of the following actions:
 - 2.1. Arrange for the Contractor, with consent of the Owner, to perform and complete the Maintenance Work; or
 - 2.2. Undertake to perform and complete the Maintenance Work itself, through its agents or through independent contractors; or
 - 2.3. Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:
 - 2.3.1. After investigation, determine the amount for which it is liable to the Owner, and as soon as practicable after the amount is determined, tender payment therefor to the Owner; or

2.3.2. Deny liability in whole or in part and notify the Owner citing reasons therefor.

3. If the Surety does not proceed as provided in Paragraph 2, the Surety shall be deemed to be in default on this Bond fifteen (15) calendar days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Subparagraph 2.3, and the Owner refuses the payment tendered, or the Surety has denied liability, in whole or in part, without further notice, the Owner shall be entitled to enforce any remedy available to the Owner.
4. After the Owner has terminated the Contractor's right to complete the Maintenance Work, and if the Surety elects to act under Subparagraph 2.1 or 2.2 above, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor and are limited to the amount of this Bond. The Surety is obligated without duplication for the responsibilities of the Contractor for correction of the defective work only.
5. The aggregate liability of the Surety under this Bond shall not exceed the penal amount of this Bond.
6. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators or successors.
7. Any suit under this Bond shall be commenced no later than one (1) year from the expiration of the Maintenance Period. If the limitation of this Paragraph is prohibited by any law controlling the construction hereof, such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law, and said limitation shall be deemed to have accrued and shall commence to run on the expiration date of the Maintenance Period.
8. Definitions
 - 8.1. Construction Contract: The agreement between the Owner and Contractor identified above including all Contract Documents and changes thereto.
 - 8.2. Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract, or to perform and complete or comply with the other terms thereof.

Signed and sealed this 5th day of July, 2023.

Highland Lake Townhomes, LLC
Principal

By: _____

The Gray Casualty & Surety Company
Surety

By: Dewey Mason
Dewey Mason, Attorney-in-Fact

**THE GRAY INSURANCE COMPANY
THE GRAY CASUALTY & SURETY COMPANY**

GENERAL POWER OF ATTORNEY

Bond Number: GSA2000049 **Principal:** Highland Lake Townhomes, LLC
Project: Highland Lake Townhomes Subdivision: Water/sewer/drainage infrastructure

KNOW ALL BY THESE PRESENTS, THAT The Gray Insurance Company and The Gray Casualty & Surety Company, corporations duly organized and existing under the laws of Louisiana, and having their principal offices in Metairie, Louisiana, do hereby make, constitute, and appoint: **Troy P Wagener, Jim E. Brashier, Dewey Mason, Kathleen B. Scarborough, Susan Skrmetta, Patrick T. Mason, Lisa R. Butler, Joey Beattie, Christopher H. Boone, Sharon Tuten, Charlotte Ramsey, Kimberly B. Barhum, David R. Fortenberry, Debbie L. Dunaway, and Ryan Anderson of Gulfport, Mississippi jointly and severally** on behalf of each of the Companies named above its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its deed, bonds, or other writings obligatory in the nature of a bond, as surety, contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed the amount of \$25,000,000.00.

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both The Gray Insurance Company and The Gray Casualty & Surety Company at meetings duly called and held on the 26th day of June, 2003.

"RESOLVED, that the President, Executive Vice President, any Vice President, or the Secretary be and each or any of them hereby is authorized to execute a power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings, and all contracts of surety, and that each or any of them is hereby authorized to attest to the execution of such Power of Attorney, and to attach the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be binding upon the Company now and in the future when so affixed with regard to any bond, undertaking or contract of surety to which it is attached.

IN WITNESS WHEREOF, The Gray Insurance Company and The Gray Casualty & Surety Company have caused their official seals to be hereinto affixed, and these presents to be signed by their authorized officers this 4th day of November, 2022.



By:

Michael T. Gray

Michael T. Gray
President
The Gray Insurance Company

Cullen S. Piske

Cullen S. Piske
President
The Gray Casualty & Surety Company



State of Louisiana

ss:

Parish of Jefferson

On this 4th day of November, 2022, before me, a Notary Public, personally appeared Michael T. Gray, President of The Gray Insurance Company, and Cullen S. Piske, President of The Gray Casualty & Surety Company, personally known to me, being duly sworn, acknowledged that they signed the above Power of Attorney and affixed the seals of the companies as officers of, and acknowledged said instrument to be the voluntary act and deed, of their companies.



Leigh Anne Henican
Notary Public
Notary ID No. 92653
Orleans Parish, Louisiana

Leigh Anne Henican

Leigh Anne Henican
Notary Public, Parish of Orleans State of Louisiana
My Commission is for Life

I, Mark S. Manguno, Secretary of The Gray Insurance Company, do hereby certify that the above and forgoing is a true and correct copy of a Power of Attorney given by the companies, which is still in full force and effect. IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Company this 5th day of July, 2023.

Mark S. Manguno

I, Leigh Anne Henican, Secretary of The Gray Casualty & Surety Company, do hereby certify that the above and forgoing is a true and correct copy of a Power of Attorney given by the companies, which is still in full force and effect. IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Company this 5th day of July, 2023.

Leigh Anne Henican





The Gray Insurance Company
The Gray Casualty & Surety Company

Maintenance Bond

Bond Number: GSA2000050

KNOW ALL PERSONS BY THESE PRESENTS, that we, Highland Lake Townhomes, LLC, as Principal and The Gray Casualty & Surety Company, a Louisiana corporation, as Surety, are held and firmly bound unto City of Gulfport, as Oblige, in the sum of: Ten thousand three hundred \$10,300.00 for the payment whereof said Principal and Surety bind themselves, jointly and severally, as provided herein.

WHEREAS, Principal has entered into a contract with Oblige, dated July 5, 2023 ("Contract") for: Highland Lake Townhomes Subdivision: Roadway

NOW, THEREFORE, the condition of this obligation is such that if Contractor shall maintain and remedy said Work free from defects in materials and workmanship ("Maintenance Work") for a period of Three years commencing on July 5, 2023 (the "Maintenance Period"), then this obligation shall be null and void; otherwise it shall remain in full force and effect.

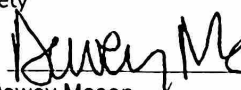
1. If there is no Owner Default, the Surety's obligation under this Bond shall arise after:
 - 1.1. The Owner has provided written notification to the Contractor and Surety at its address shown on the signature page that the Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with the Contractor and Surety to be held not later than fifteen (15) days after receipt of such notice to discuss methods of performing the Maintenance Work. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Maintenance Work, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default; and
 - 1.2. The Owner has declared a Contractor Default and formally terminated the Contractor's right to complete the Maintenance Work. Such Contractor Default shall not be declared earlier than twenty (20) days after the Contractor and Surety have received notice as provided in Subparagraph 1.1.
2. When the Owner has satisfied the conditions of Paragraph 1 above, the Surety shall promptly take one of the following actions:
 - 2.1. Arrange for the Contractor, with consent of the Owner, to perform and complete the Maintenance Work; or
 - 2.2. Undertake to perform and complete the Maintenance Work itself, through its agents or through independent contractors; or
 - 2.3. Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:
 - 2.3.1. After investigation, determine the amount for which it is liable to the Owner, and as soon as practicable after the amount is determined, tender payment therefor to the Owner; or

- 2.3.2. Deny liability in whole or in part and notify the Owner citing reasons therefor.
3. If the Surety does not proceed as provided in Paragraph 2, the Surety shall be deemed to be in default on this Bond fifteen (15) calendar days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Subparagraph 2.3, and the Owner refuses the payment tendered, or the Surety has denied liability, in whole or in part, without further notice, the Owner shall be entitled to enforce any remedy available to the Owner.
 4. After the Owner has terminated the Contractor's right to complete the Maintenance Work, and if the Surety elects to act under Subparagraph 2.1 or 2.2 above, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor and are limited to the amount of this Bond. The Surety is obligated without duplication for the responsibilities of the Contractor for correction of the defective work only.
 5. The aggregate liability of the Surety under this Bond shall not exceed the penal amount of this Bond.
 6. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators or successors.
 7. Any suit under this Bond shall be commenced no later than one (1) year from the expiration of the Maintenance Period. If the limitation of this Paragraph is prohibited by any law controlling the construction hereof, such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law, and said limitation shall be deemed to have accrued and shall commence to run on the expiration date of the Maintenance Period.
 8. Definitions
 - 8.1. Construction Contract: The agreement between the Owner and Contractor identified above including all Contract Documents and changes thereto.
 - 8.2. Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract, or to perform and complete or comply with the other terms thereof.

Signed and sealed this 5th day of July, 2023.

Highland Lake Townhomes, LLC
Principal

By: _____

The Gray Casualty & Surety Company
Surety
By: 
Dewey Mason, Attorney-in-Fact

THE GRAY INSURANCE COMPANY
THE GRAY CASUALTY & SURETY COMPANY

Candence Insurance
05/17/2023 10:21 2501226013226

GENERAL POWER OF ATTORNEY

Bond Number: GSA2000050 Principal: Highland Lake Townhomes, LLC
Project: Highland Lake Townhomes Subdivision: Roadway

KNOW ALL BY THESE PRESENTS, THAT The Gray Insurance Company and The Gray Casualty & Surety Company, corporations duly organized and existing under the laws of Louisiana, and having their principal offices in Metairie, Louisiana, do hereby make, constitute, and appoint: **Troy P Wagener, Jim E. Brashier, Dewey Mason, Kathleen B. Scarborough, Susan Skrmetta, Patrick T. Mason, Lisa R. Butler, Joey Beattie, Christopher H. Boone, Sharon Tuten, Charlotte Ramsey, Kimberly B. Barhum, David R. Fortenberry, Debbie L. Dunaway, and Ryan Anderson of Gulfport, Mississippi jointly and severally** on behalf of each of the Companies named above its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its deed, bonds, or other writings obligatory in the nature of a bond, as surety, contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed the amount of \$25,000,000.00.

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both The Gray Insurance Company and The Gray Casualty & Surety Company at meetings duly called and held on the 26th day of June, 2003.

"RESOLVED, that the President, Executive Vice President, any Vice President, or the Secretary be and each or any of them hereby is authorized to execute a power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings, and all contracts of surety, and that each or any of them is hereby authorized to attest to the execution of such Power of Attorney, and to attach the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be binding upon the Company now and in the future when so affixed with regard to any bond, undertaking or contract of surety to which it is attached.

IN WITNESS WHEREOF, The Gray Insurance Company and The Gray Casualty & Surety Company have caused their official seals to be hereinto affixed, and these presents to be signed by their authorized officers this 4th day of November, 2022.



By:

Michael T. Gray

Michael T. Gray
President
The Gray Insurance Company

Cullen S. Piske

Cullen S. Piske
President
The Gray Casualty & Surety Company



State of Louisiana

ss:

Parish of Jefferson

On this 4th day of November, 2022, before me, a Notary Public, personally appeared Michael T. Gray, President of The Gray Insurance Company, and Cullen S. Piske, President of The Gray Casualty & Surety Company, personally known to me, being duly sworn, acknowledged that they signed the above Power of Attorney and affixed the seals of the companies as officers of, and acknowledged said instrument to be the voluntary act and deed, of their companies.



Leigh Anne Henican
Notary Public
Notary ID No. 92653
Orleans Parish, Louisiana

Leigh Anne Henican

Leigh Anne Henican
Notary Public, Parish of Orleans State of Louisiana
My Commission is for Life

I, Mark S. Manguno, Secretary of The Gray Insurance Company, do hereby certify that the above and forgoing is a true and correct copy of a Power of Attorney given by the companies, which is still in full force and effect. IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Company this 5th day of July, 2023.

Mark S. Manguno

I, Leigh Anne Henican, Secretary of The Gray Casualty & Surety Company, do hereby certify that the above and forgoing is a true and correct copy of a Power of Attorney given by the companies, which is still in full force and effect. IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Company this 5th day of July, 2023.

Leigh Anne Henican



CITY OF GULFPORT PLANNING COMMISSION

Final Plat 2306PC063

TRANSCRIPT OF HEARING

June 22, 2023

TRANSCRIPT OF HEARING HELD BEFORE THE CITY OF GULFPORT
PLANNING COMMISSION HELD IN THE CITY COUNCIL CHAMBERS,
GULFPORT, MISSISSIPPI, ON THE 22ND DAY OF JUNE 2023
COMMENCING AT 4:30 P.M. AND REPORTED BY
NORMA JEAN LADNER SOROE, CERTIFIED SHORTHAND REPORTER.

COMMISSION MEMBERS PRESENT:

VIRGINIA ADOLPH, Acting President
WILLIAM "PRINCE" JONES
B.J. SELLERS (recused)
CHARLIE HEWES
TIMOTHY DAIGLE, JR.
DOUG HANCOCK
CHRIS ROMANO
BRYAN JACOBS

STAFF PRESENT:

GREG HOLMES
SU-LIN FEATHERSTON
LESLIE ERVIN
KEVIN BROWN

1 H2.2. Final Plat 2306PC063

2 MR. BROWN: Final Plat Case 063 has been duly
3 and timely noticed as required by law. The applicant is
4 seeking approval for a final plat of a 164 lot townhome
5 subdivision, Highland Lake Townhomes Phase 1, Ollie Road,
6 zoned R-B, residence business, Ward 6.

7 A copy of the packet Exhibit A considered is
8 hereby offered to the record.

9 MS. ADOLPH: Thank you.

10 Anyone to speak for this request?

11 You were hiding back there. I didn't see
12 you.

13 MR. PHELAN: My name is Andy Phelan. I
14 represent the developer.

15 MS. ADOLPH: Your address, please, sir.

16 MR. PHELAN: Andy Phelan, 2515 Havard Road,
17 Ocean Springs, Mississippi.

18 And I'm here on behalf of the developer. I
19 don't really have anything much to say, just wanted to be
20 here in case y'all had any questions about the project or
21 what was submitted.

22 MS. ADOLPH: Can you give us a brief
23 overview?

24 MR. PHELAN: Yeah, yes. So it's 164
25 townhomes total across two phases. This first phase I

1 believe is 98 or 100 townhomes going in. It's going to have
2 an amenity area with a pool. We built about a one acre wet
3 pond out there and put an asphalt walking track around it.
4 Kind of hidden behind the Seashore Retirement Center out
5 there in the Highlands area.

6 I mean, I really think it turned out to be a
7 really nice project out there.

8 MR. DAIGLE: So it says in our report that
9 there's a lot of items that are missing as far as the GIS
10 department has said that they are recommending to deny your
11 final plat because your plans are incomplete, you're missing
12 utilities, water, sewer and drainage on your final drawings.

13 Can you comment to that?

14 MR. PHELAN: Yes. I don't know that meant on
15 the plans themselves. I believe that what -- and Greg may
16 have a little bit more, but I believe the CAD file that we
17 sent over to them, I don't think the utilities were coming
18 off of my dwg file in CAD into their rgis system. So it's
19 just going to be a matter of me getting with -- I saw it on
20 your report today, and that's the first I had heard they
21 weren't -- it was jiving between the two computers. But
22 we'll be able to get wit them and have that all handled way
23 before council. I plan on calling them tomorrow.

24 MR. DAIGLE: But you do have all that stuff?

25 MR. PHELAN: Oh, yes, sir. The plans are

1 long since approved through engineering and code
2 enforcement. We've had our final walk-throughs with
3 engineering on everything. The only thing we lack right now
4 is striping, and that's just because you have to have a set
5 amount of time between paving and striping or else the
6 striping won't adhere well.

7 So, yeah, nothing physical. It's all,
8 from my understanding, it's just all getting two computers
9 to talk together.

10 MR. HEWES: When did you have your
11 walk-through with engineering?

12 MR. PHELAN: Well, we've had a few of them.
13 But I think the latest one we had -- well, that was Phase
14 2.

15 So Phase 1 would have been two weeks ago
16 maybe. So we've done proof rolls for asphalt before we
17 paved. And then we've had the actual inspections, and we've
18 had follow-up inspection. We did the lift station
19 separately. I think we've had five of them.

20 MR. HEWES: So your most recent one was when?

21 MR. PHELAN: I want to say the most recent
22 was Monday, but that was simply to check on the lift station
23 and punch list items and to do the Phase 2 which we're not
24 here about today.

25 MR. HEWES: Okay. From the planning

1 department's -- the most recent, the denials on here are
2 from engineering, public works, traffic and safety, and they
3 are all dated June the 9th. Do y'all have an update from
4 y'all's standpoint on this?

5 MS. FEATHERSTON: Not yet.

6 MR. HOLMES: Not yet, but if this body does
7 approve this, approve with the conditions, what will happen
8 is we won't send this to council until we get this
9 information.

10 MR. HEWES: Thank you, Greg.

11 MS. ADOLPH: Thank you, sir.

12 MR. PHELAN: Thank you.

13 MS. ADOLPH: If we have any other questions,
14 we'll call you back up.

15 MR. PHELAN: Perfect. Thank you.

16 MS. ADOLPH: Anyone else to speak for this
17 request? Anyone to speak for this request?

18 Anyone to speak against this request? Anyone
19 to speak against this request?

20 If not, Commissioners, your pleasure?

21 MR. DAIGLE: Question for staff.

22 So one of the things that says that the
23 project does not incorporate natural features and trees
24 preservation into the project development. But I don't see
25 that anywhere down in the conditions. It just says memo

1 dated such and such.

2 Is all of that included in the memo that they
3 will have to go back and address these areas that are
4 deficient? Or do -- if we do approve this, do we need to
5 have it stating that all of these conditions need to be met
6 of things that aren't being met?

7 MS. FEATHERSTON: Yes. You can state that as
8 the condition. And one of the items, Item B, where it says
9 that it does not meet that tree survey is in front of you.
10 That was turned in to us after the report had been written,
11 but before the meeting today. So that has been addressed.

12 MR. DAIGLE: So all that with the tree
13 preservation and natural features, that's all good now?

14 MS. FEATHERSTON: Yes, sir.

15 MR. JONES: This is a question. Just say we
16 approve it and it goes to the City Council, whether they
17 approve it or not, will it come back to the planning
18 commission?

19 MS. FEATHERSTON: The final plat?

20 MR. JONES: Yes.

21 MS. FEATHERSTON: No, because this is a
22 recommendation. And so unless the City Council remands it
23 back to you all for any reason, no, it will come before you
24 again.

25 MR. JONES: Thank you.

1 MR. HEWES: Madam Chair, if I may make a
2 motion.

3 MS. ADOLPH: Yes, sir.

4 MR. HEWES: We approved the general plan on
5 this last month, May 25, 2023, in our meeting. And seeing
6 that we've already gone over this and approved the final
7 plan, I move that we approve this with the conditions that
8 must be met before it goes to City Council.

9 MS. ADOLPH: I have a motion.

10 MR. JONES: Second.

11 MS. ADOLPH: We have a motion and a second
12 before us. Is there any need for further discussion?

13 Point of clarification. Mr. Holmes, do we
14 need to specify what those specific areas are, or will that
15 general statement suffice?

16 MR. HOLMES: No, ma'am. I'm fine with the
17 general statement.

18 MS. ADOLPH: No need for any further
19 discussion? All in favor, please signify by saying aye.
20 Those opposed. Motion then carried.

21 Thank you.

22 (Unanimous vote.)

23

24

25

BEFORE THE CITY OF GULFPORT PLANNING COMMISSION

Final Plat 2306PC063

COURT REPORTER'S CERTIFICATE

I, Norma Jean Ladner Soroë, Certified Shorthand Reporter, do hereby certify that to the best of my skill and ability I have reported the hearing held before the City of Gulfport Planning Commission and that the foregoing 7 pages constitute a true and correct transcription of said hearing held on the 22nd day of June 2023.

I do further certify that my certificate annexed hereto applies only to the original and certified transcript. The undersigned assumes no responsibility for the accuracy of any reproduced copies not made under my control and direction.

Witness my signature this the 25th day of June 2023.

NORMA JEAN LADNER SOROE, CSR #1297
Certified Shorthand Reporter



Memorandum – City of Gulfport

ENGINEERING

To: Mayor and Members of the City Council

CC: Leonard Papania, CAO
Todd Harman, CPA, Director of Finance and Accounting
Wayne E. Miller, P.E., Director of Public Works and Engineering
Jeremy Harrison, P.E., Assistant Director of Engineering
Tyler Gentry, Assistant Director of Public Works – Operations
Legal Department
Jaci Turner, P.E., Harrison County Engineer

From: George R. Mooney, PLS, Staff Surveyor and Staff Engineer *GRM*

Date: 6/30/2023

Re: **Recommendation to Accept High Point Subdivision, Phase 1 – Water and Sewer Only
-Improvements for the Start of the Warranty Period**

On May 18, 2023, Engineering and Public Works conducted a final inspection of the referenced subdivision (Water and Sewer Only). Deficiencies were noted and have since been corrected. This subdivision is located outside of the City Limits; however, it is located within the City's franchise area for water and sewer service.

Also on June 21, 2023, Engineering and Public Works conducted a final inspection of the referenced subdivision (Sewer Lift Station Only). Deficiencies were noted and have since been corrected. This Sewer Lift Station is located outside of the City Limits; however it is also located within the City's franchise area for service.

A warranty bond in the amount of \$15,700 is required for a period of one (1) year to cover the improvements.

At the conclusion of the warranty period, the developer is required to notify the city to schedule a warranty inspection. Prior to acceptance for perpetual maintenance we will follow up with the One (1) Year Warranty Inspection to check for any deficiencies to be corrected.

I recommend acceptance of the water and sewer improvements in the subdivision and the start of the one-year warranty period based on the above conditions.

Attachments:

1. Subdivision Inspection Report
2. Sewer Lift Station Inspection Report
3. Map



DEPARTMENT OF ENGINEERING

4050 Hewes Ave.
Gulfport, MS 39507-3903
Phone: 228 868 5740
Fax: 228 868 5822

SUBDIVISION INSPECTION CHECKLIST

SUBDIVISION:	High Pointe Subdivision
TYPE OF INSPECTION:	Final Inspection (Water & Sewer Only)
DATE:	May 18, 2023
PERSONS PRESENT:	Brian Jones, Department of Public Works Kyle Deang, Engineering Technician David Sanzin, H2O Innovation Daniel Boudreaux, Consulting Engineers

CHECKLIST ITEMS

STREETS & DRAINAGE:

- | | | | |
|---|---|--|---|
| 1. Is debris/silt and vegetation in streets, curbs, pipes, and catchbasins? | ☐ Yes | ☐ No | ☒ N/A |
| 2. Is street paving/concrete acceptable? | ☒ Yes | ☐ No | ☒ N/A |
| 3. Is drainage pipe in ROW concrete? | ☐ Yes | ☐ No | ☒ N/A |
| 4. Are catchbasin openings sized correctly? | ☐ Yes | ☐ No | ☒ N/A |
| 5. Are curbs & gutter broken/settled? | ☐ Yes | ☐ No | ☒ N/A |
| 6. Is rebar present in curb? | ☐ Yes | ☐ No | ☒ N/A |
| 7. Are street lights present & spaced correctly? | ☐ Yes | ☐ No | ☒ N/A |
| 8. Are lots graded to direct water to drainage systems? | ☐ Yes | ☐ No | ☒ N/A |
| 9. Is/Are detention pond(s) holding water? | ☐ Yes | ☐ No | ☒ N/A |
| 10. Is/Are the banks of detention pond(s) & ditches stabilized? | ☐ Yes | ☐ No | ☒ N/A |
| 11. Are swales/ditches able to be maintained by residents? | ☐ Yes | ☐ No | ☒ N/A |
| 12. Is erosion control provided at outfalls? | ☐ Yes | ☐ No | ☒ N/A |
| 13. Are any extra easements required? | ☐ Yes | ☒ No | ☐ N/A |

WATER & SEWER:

- | | | | |
|---|---|--|------------------------------|
| 1. Are all water meters installed & with no broken/missing parts? | ☒ Yes | ☐ No | ☐ N/A |
| 2. Are all water lines and appurtenances installed in accordance with city standards? | ☒ Yes | ☐ No | ☐ N/A |
| 3. Are sewer cleanouts installed & with no broken/missing parts? | ☒ Yes | ☐ No | ☐ N/A |
| 4. Are all manholes installed in accordance with city standards? | ☐ Yes | ☒ No | ☐ N/A |

TRAFFIC & SAFETY:

1. Are street name signs correct & in place?
2. Are traffic control signs correct & in place?

☐ Yes ☐ No ☒ N/A
☐ Yes ☐ No ☒ N/A

PUNCHLIST ITEMS

1. MH16 - NORTH INLET INVERT NEEDS TO BE GROUTED AND FORMED (INVERT MOSTLY FLAT WHEN INSPECTED) **COMPLETED**
 2. MH15 - NEEDS TO BE RAISED 8" **COMPLETED**
 3. MH13 - NEEDS TO BE RAISED 8" **COMPLETED**
 4. MH12 - GROUT SEAM BENEATH RING **COMPLETED**
 5. MH4(NEAR PUMP STATION) - NEEDS TO BE LINED **COMPLETED**
- TO BE COMPLETED AT TIME OF WARRANTY INSPECTION
6. ALL CLEANOUTS NEED WHITE PVC CAPS AND ARE TO BE CONCRETE DONUTS WITH CAST IRON LIDS

Signed: _____



Date: 6/21/2023

Name: George Mooney

Title: Staff Surveyor & Staff Engineer



DEPARTMENT OF ENGINEERING

4050 Hewes Ave.
Gulfport, MS 39507-3903
Phone: 228-868-5740
Fax: 228-868-5822

SUBDIVISION INSPECTION CHECKLIST

SUBDIVISION:	High Point
TYPE OF INSPECTION:	Lift Station Inspection
DATE:	June 21, 2023
PERSONS PRESENT:	Brian McKnight, Department of Public Works Brian Jones, Department of Public Works George R. Mooney, Staff Engineer Lyle Smith, H2O Innovation Daniel Boudreaux, Consulting Engineer

CHECKLIST ITEMS

STREETS & DRAINAGE:

- | | | | |
|---|------------------------------|-----------------------------|---|
| 1. Is debris/silt and vegetation in streets, curbs, pipes, and catchbasins? | ☐ Yes | ☐ No | ☒ N/A |
| 2. Is street paving/concrete acceptable? | ☐ Yes | ☐ No | ☒ N/A |
| 3. Is drainage pipe in ROW concrete? | ☐ Yes | ☐ No | ☒ N/A |
| 4. Are catchbasin openings sized correctly? | ☐ Yes | ☐ No | ☒ N/A |
| 5. Are curbs & gutter broken/settled? | ☐ Yes | ☐ No | ☒ N/A |
| 6. Is rebar present in curb? | ☐ Yes | ☐ No | ☒ N/A |
| 7. Are street lights present & spaced correctly? | ☐ Yes | ☐ No | ☒ N/A |
| 8. Are lots graded to direct water to drainage systems? | ☐ Yes | ☐ No | ☒ N/A |
| 9. Is/Are detention pond(s) holding water? | ☐ Yes | ☐ No | ☒ N/A |
| 10. Is/Are the banks of detention pond(s) & ditches stabilized? | ☐ Yes | ☐ No | ☒ N/A |
| 11. Are swales/ditches able to be maintained by residents? | ☐ Yes | ☐ No | ☒ N/A |
| 12. Is erosion control provided at outfalls? | ☐ Yes | ☐ No | ☒ N/A |
| 13. Are any extra easements required? | ☐ Yes | ☐ No | ☒ N/A |

WATER & SEWER:

- | | | | |
|---|------------------------------|-----------------------------|---|
| 1. Are all water meters installed & with no broken/missing parts? | ☐ Yes | ☐ No | ☒ N/A |
| 2. Are all water lines and appurtenances installed in accordance with city standards? | ☐ Yes | ☐ No | ☒ N/A |
| 3. Are sewer cleanouts installed & with no broken/missing parts? | ☐ Yes | ☐ No | ☒ N/A |
| 4. Are all manholes installed in accordance with city standards? | ☐ Yes | ☐ No | ☒ N/A |

TRAFFIC & SAFETY:

1. Are street name signs correct & in place? ☐ Yes ☐ No ☒ N/A
2. Are traffic control signs correct & in place? ☐ Yes ☐ No ☒ N/A

PUNCHLIST ITEMS

1. Electric panel box needs to be moved inside fence **COMPLETE**
2. 2" Water Line **COMPLETE**
3. Additional felt & rock needed and raised to bottom of fence **COMPLETE**
4. Need security light **COMPLETE**
5. Eye lifts need to be removed on concrete structures **SEE COMMENT BELOW**
6. Need to add rubber gromets on rails **COMPLETE**
7. Need to vacuum & clean lift structure **COMPLETE**
8. Need to add 3/4" hose bib **COMPLETE**
9. Need valve box & cap **COMPLETE**
10. Gates Needed **COMPLETE**
11. Force main needs to be coated inside structure **COMPLETE**
12. Need to line SSMH that lift station pumps to on Vick Rd **COMPLETE**

EYE LIFTS CAN BE CUT AT WARRANTY INSPECTION

Signed:  Date: 6/28/2023

Name: KYLE DEANG Title: ENGINEERING TECHNICIAN



High Point Subdivision Phase 1

There came on for consideration at a duly constituted meeting of the Mayor and Members of the City Council of the City of Gulfport, Mississippi, held on the _____ day of _____, 2023, the following Ordinance:

ORDINANCE NO. _____

AN ORDINANCE AMENDING ORDINANCE NO. _____ CONCERNING SMALL TRASH COLLECTORS, AND FOR RELATED PURPOSES

WHEREAS, the City of Gulfport recognizes the need for proper waste management and disposal, and the role that small trash collectors play in this process;

WHEREAS, the unpermitted collection and disposal of waste by small trash collectors can lead to improper waste disposal and illegal dumping on public and private property, creating a public health hazard and environmental damage;

WHEREAS, accordingly, at its July 5, 2023, meeting, the City Council adopted an ordinance, Ordinance No. _____, to provide for a licensing scheme for and regulations governing small trash collectors; and

WHEREAS, it is necessary to amend said Ordinance to add a paragraph requiring that small trash collectors provide its customers with a receipt outlining what items of solid waste were collected by the small trash collector from the customer.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF GULFPORT, MISSISSIPPI, AS FOLLOWS:

SECTION 1: That the matters and things set forth in the above preamble are hereby accepted as stated as the findings of the Gulfport City Council.

SECTION 2. That Ordinance No. _____ of the City of Gulfport be and the same is hereby amended to add the following at Paragraph 4, new Paragraph D:

1. Receipt. A small trash collector shall provide to its customer (i.e., the person from whom it collects solid waste) a receipt which lists the items of solid waste collected with sufficient specificity that the items may later be identified, if necessary

SECTION 3. The Governing Authority further finds that the following shall serve as an explanatory statement of this Ordinance for purposes of publication: “This Ordinance amends Ordinance No. _____ to require that a small trash collector provide a detailed receipt to those from whom it collects solid waste.. A copy of the full text of this Ordinance is available to municipal residents upon request to the City Clerk.” For the next thirty (30) days, a copy of the full text of this Ordinance shall be posted by the City Clerk: (a) in the first floor lobby at City

Hall (2309 15th Street, Gulfport, Mississippi 39501); (b) in the first floor lobby of the City’s Hardy Building (1410 24th Avenue, Gulfport, Mississippi 39501); and (c) in the first floor lobby of the County Courthouse in Gulfport (1801 23rd Avenue, Gulfport, Mississippi 39501). The City Clerk shall further furnish any resident of the City a copy of the full text of this Ordinance upon request.

SECTION 4: This Ordinance shall be in full force and effect thirty (30) days after the date of passage. It shall be published according to law and shall be spread upon the minutes of the Gulfport City Council.

The above and foregoing Ordinance, after having been first reduced to writing, was introduced by _____, seconded by _____ and was adopted by the following roll call votes, to-wit:

YEAS: ABSTENTIONS: ABSENCES: NAYS:

WHEREUPON the President declared the motion carried and the Ordinance adopted this the _____ day of _____, 2023.

(SEAL:)

ATTEST:

ADOPT:

CLERK OF THE COUNCIL

PRESIDENT

The above and foregoing Ordinance, having been submitted and approved by the Mayor, this the _____ day of _____, 2023.

BILLY HEWES, Mayor

There came on for consideration at a duly constituted meeting of the Mayor and Members of the City Council of the City of Gulfport, Mississippi, held on the _____ day of _____, 2023, the following Ordinance:

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 5 OF THE CODE OF ORDINANCES TO PROVIDE FOR LICENSING AND REGULATION OF MOBILE FOOD VENDORS, AND FOR RELATED PURPOSES

WHEREAS, mobile food vending is a popular, growing and diverse part of local economies across the United States; and

WHEREAS, the City of Gulfport desires to support economic development, foster opportunities for small businesses and encourage mobile food vending within the City limits of the City of Gulfport; and

WHEREAS, the City of Gulfport seeks to increase consumer access to desired local foods; and

WHEREAS, the City of Gulfport aspires to provide simple user friendly mobile food vending regulations; and

WHEREAS, the City of Gulfport seeks to protect public health and safety by ensuring mobile food vendors follow clear, narrowly tailored regulations that address demonstrable health and safety risks.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF GULFPORT, MISSISSIPPI, AS FOLLOWS:

SECTION 1: That the matters and things set forth in the above preamble are hereby accepted as stated as the findings of the Gulfport City Council.

SECTION 2. That Chapter 5 of the Code of Ordinances of the City of Gulfport be and the same is hereby amended to add the following:

- A. Purpose and Intent. The purpose of this ordinance is to promote entrepreneurship and economic development in the City of Gulfport, while ensuring the health, safety, and welfare of its residents and visitors. This ordinance establishes a licensing scheme and regulations for the operation of mobile food trucks in the City of Gulfport.
- B. Definitions. For the purposes of this ordinance, the following terms shall have the following meanings:

1. *Catering event.* an event where food and drinks are paid for by an organizing entity or individual that is invited to cater an event or occasion and does not make individual sales of food and drinks to customers. Catering events are not subject to these mobile food vendor permit requirements.
2. *Mobile food truck:* any motor vehicle or non-motorized trailer used for the preparation, sale or distribution of food.
3. *Mobile food vendor permit:* a license issued by the City of Gulfport authorizing the operation of a mobile food truck within the City.
4. *Mobile food vendor:* one who is engaged in the sale of prepared food from a mobile food truck.

C. Permit Requirements

1. No mobile food truck shall operate within the City of Gulfport without first obtaining a mobile food vendor permit to do so from the City and a City of Gulfport privilege license. .
2. All mobile food vendors shall submit an application for a permit to the City Clerk's office, on an application form prepared by the City, which application shall require the following:
 - a. The name, mailing address, physical address, telephone number(s), and email address of the applicant(s). If any applicant is anything other than a natural person, then all documents related to the creation and maintenance of the entity such as articles of incorporation and any similar relevant documents, including the names of the partners and their addresses, shall be included.
 - b. A description of the mobile food truck and its equipment, including photographs of all sides of the mobile food truck and each associated accessory device and/or signage.
 - c. A proposed sample menu.
 - d. Proof of a valid insurance policy that provides minimum liability coverage of \$300,000.00 per mobile food truck, with the city named as an additional insured. Additionally, proof of a valid vehicular insurance policy.
 - e. Proof of a valid privilege license.

- f. Proof of a food vending permit from the Mississippi Department of Health for the mobile food truck.
 - g. Proof of a state tax number by the Mississippi Department of Revenue designating them as a City of Gulfport business.
 - h. Certification that the mobile food vendor and the mobile food truck comply with all applicable health codes and regulations.
 - i. Copy of the photo ID of the person signing the application.
 - j. A written indemnity agreement that will hold harmless the city, its officers, and employees, for any loss or liability or damage, including costs, for bodily injury or property damage sustained by a person as a result of the negligent installation, use, or maintenance of a permitted space. [Form to be provided by the City.]
 - k. Copies of all letters and other notices from any governmental, quasi-governmental, professional, or business association or entity, related directly or indirectly to alleged or actual improper conduct in the food service business, issued to applicant or any person who will have responsibility for operations of the mobile food vehicle for which a permit is requested. This shall include all related response and follow up documents showing any results, findings or actions.
 - l. The dates, jurisdiction, court, and disposition of all misdemeanors and violations directly or indirectly related to food, food, permit operations, and/or business operations, related to the applicant or any principal of the applicant.
 - j. Any and all other information required by the City on the application.
3. The City Clerk shall issue a mobile food vendor permit to the operator if a fully completed application, with all required attachments, is submitted to the City Clerk and the permit fee is paid in full.
 4. The fee for a mobile food vendor permit shall be \$25.00 per year per mobile food truck.
 5. A mobile food vendor permit shall be valid for one year from the date of issuance, and may be renewed upon submission, prior to the expiration of the permit, of a

completed mobile food vendor permit renewal application and the permit fee. The mobile food vendor permit must be displayed in a customer service window of the mobile food truck at all times. Permits are non-transferable.

6. A mobile food truck may operate only in those zoning districts where mobile food vending is allowed under the City's Comprehensive and SmartCode Zoning Ordinances applicable to mobile food vendors and in accord with applicable regulations set forth therein.
7. Any permit granted pursuant to this article shall be nonexclusive. The city may grant any number of such permits as the city deems appropriate. The granting of a permit shall not limit or abridge any power or authority of the city and shall not limit the authority of the city to commence appropriate civil, criminal, or other enforcement actions. The city retains full authority to amend the ordinances, rules and regulations that apply to any permit.
8. Permit applications shall be processed in the order received.

D. Regulations for Operation of Mobile Food Trucks

1. Mobile food trucks shall comply with all applicable laws and regulations of the State of Mississippi and the City of Gulfport, including, but not limited to, zoning, health and sanitation regulations.
2. Mobile food trucks shall be parked in a manner that does not block pedestrian or vehicular traffic or reduce required parking on the site, and shall not be parked within 20' feet of an intersection. A mobile food truck may operate from legal parking spaces, including metered spaces upon payment of appropriate fees, within the public right of way. When operating on public property, a mobile food truck is subject to the same parking rules, restrictions, and obligations that a commercial vehicle would be subject to if not used by a food truck operator.
3. A mobile food vendor operating in any appropriate location may operate Monday—Thursday between the hours of 6:00 a.m. and 10:00 p.m. and Friday and Saturday between the hours of 6:00 a.m. and 11:30 p.m. and Sunday between the hours of 10:00 a.m. and 8:00 p.m. Cleanup and removal of the vehicle shall be completed within 30 minutes of closing.

3. A mobile food truck shall not interfere with or obstruct the passage of pedestrians or vehicles along any street, sidewalk or roadway.
4. A mobile food truck shall provide trash receptacles for disposal of waste generated by the mobile food truck and its customers which receptacles shall be located adjacent to the mobile food vehicle in such manner as not to block or otherwise obstruct pedestrian or vehicular traffic. The vendor shall be responsible for the proper disposal of such refuse, trash, and litter, and shall place it in the public trash container, or in any private container with proper permission. The area of operation (within 15 feet of any side of the mobile food truck) must be kept clear of grease, trash, paper, cups or cans associated with the operation. No liquid waste or grease is to be disposed of onto sidewalks, streets, or other public places; nor shall it be disposed of in drains or sanitary sewers.
5. A mobile food truck using amplified sound and/or a generator must comply with the City's Noise Ordinance (Section 7-10 of the Code of Ordinances).
6. A mobile food truck shall maintain a distance of at least fifty (50) feet from any restaurant (as defined in Section 7-185(s) of the Code of Ordinances), measured from an point of the principal restaurant structure to the nearest point of the mobile food vehicle.
7. A mobile food truck shall maintain a distance of at least two hundred (200) feet from any special event that has obtained a special event permit from the City, except those mobile food trucks participating in the special event.
8. A mobile food truck may not locate within twenty (20) feet of any fire hydrant.
9. The mobile food vendor must be present at all time of operation of the mobile food truck.
10. Sales from mobile food trucks are limited to food and beverages.
11. The mobile food vehicle must have self-contained utilities and shall not use the city's utilities or private utilities that are not self-contained and integral to the vendor unit.
12. No mobile food vendor shall sell or attempt to sell any item to the occupant of any motor vehicle, unless it is parked in a lawful parking space.

E. Enforcement and Penalties

1. All mobile food vending must be performed in compliance with this article. Failure to abide by said article shall result in the following:
 - A. A fine not exceeding \$300.00 for a first violation.
 - B. A fine not exceeding \$500.00 for a second violation within one year of any prior violation.
 - C. A fine not exceeding \$1,000.00 for a third or more violation within one year of the first.
 2. Any offense shall be considered a misdemeanor and any person violating this article is subject to being cited by any authorized law enforcement official in the city or with authority to do so in the city.
 3. Violation of this article may result in the suspension or revocation of any city permit or license issued to the owner or operator of the mobile food vehicle.
- F. Severability. If any provision of this ordinance or the application thereof to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications of the ordinance, which can be given effect without the invalid provision or application, and to this end, the provisions of this ordinance are declared to be severable.

SECTION 4. The Governing Authority further finds that the following shall serve as an explanatory statement of this Ordinance for purposes of publication: “This Ordinance amends the City’s Code of Ordinances (Chapter 5 – Licenses and Business Regulations) to establish a licensing scheme for mobile food vendors and provide certain regulations governing the operation of mobile food trucks. A copy of the full text of this Ordinance is available to municipal residents upon request to the City Clerk.” For the next thirty (30) days, a copy of the full text of this Ordinance shall be posted by the City Clerk: (a) in the first floor lobby at City Hall (2309 15th Street, Gulfport, Mississippi 39501); (b) in the first floor lobby of the City’s Hardy Building (1410 24th Avenue, Gulfport, Mississippi 39501); and (c) in the first floor lobby of the County Courthouse in Gulfport (1801 23rd Avenue, Gulfport, Mississippi 39501). The City Clerk shall further furnish any resident of the City a copy of the full text of this Ordinance upon request.

SECTION 3: This Ordinance shall otherwise be in full force and effect thirty (30) days after the date of passage. It shall be published according to law and shall be spread upon the minutes of the Gulfport City Council.

The above and foregoing Ordinance, after having been first reduced to writing, was introduced by _____, seconded by _____ and was adopted by the following roll call votes, to-wit:

YEAS: ABSTENTIONS: ABSENCES: NAYS:

WHEREUPON the President declared the motion carried and the Ordinance adopted this

the _____ day of _____, 2023.

(SEAL:)

ATTEST:

ADOPT:

CLERK OF THE COUNCIL

PRESIDENT

The above and foregoing Ordinance, having been submitted and approved by the Mayor, this
the _____ day of _____, 2023.

BILLY HEWES, Mayor

MEMORANDUM

To: City of Gulfport Planning Commission

From: Su-Lin Featherston, Planning Administrator
Urban Development Department

Date of Hearing: July 18, 2023

Re: Ordinance - amending various sections of Appendix A to the City of Gulfport Code of Ordinances (Section I and IV(a)(9) of Appendix A) - Case # 2305PC060.

Zoning Text Amendment 2305PC060, by City of Gulfport Administration, to amend the Comprehensive Zoning Ordinance (Appendix A) at Sections I and IV(A) to add non-motorized trailers to the definition of mobile food vendors, to add additional residential uses to the areas where mobile food vendors may operate and to reorganize the existing ordinance.



CITY OF GULFPORT
Urban Development - Planning Division
1410 24th Avenue
Gulfport, MS 39501
(228) 868-5710

APPLICATION FOR ZONING TEXT AMENDMENT

For Staff Use Only

Case File #: 2305 PC 060Date Received: 4/25/2023

Receipt #: _____

Received By: df

Zoning: _____

Ward: _____ Flood: _____

GENERAL DESCRIPTION OF REQUEST: (If necessary, attach a separate sheet of paper detailing the purpose of the request.)

To amend the Comprehensive Zoning Ordinance (Appendix A)
at Sec I and Sec IV (A) to add non motorized trailers to
the definition of mobile food vendors, to add additional uses
residential uses to the mobile areas where mobile food
vendors may operate and to reorganize the existing
ordinance.

OWNERSHIP AND CERTIFICATION:

I hereby certify that I have read and understand this application and that all information and attachments are true and correct. I also certify that I agree to comply with all applicable city codes, ordinances and state laws. Finally, I certify that I am the owner of the property involved in this request or have authorization to act as the owner's agent for the herein described request.

OWNER

AGENT

City of Gulfport - Administration

Printed Name Of Owner

by & through the legal Department

Mailing Address

City State Zip code

Home Phone Work/Cell Phone

Email Asst City Atty

Signature Of Owner

Printed Name Of Agent

Mailing Address

City State Zip code

Home Phone Work/Cell Phone

Email

Signature Of Agent

If the property or properties listed above have more than one owner, please check this box. In the case of multiple owners, reverse side must be completed. Each additional owner will need to complete and sign the reverse side of this application. We can only accept applications with original signatures.



SECTIONS A. THROUGH H. MUST BE SUBMITTED FOR A COMPLETE APPLICATION.

Zoning Ordinance Amendment – Mobile Food Vendors

Submission Requirements

- A. Attached.
- B. N/A
- C. N/A
- D. N/A – please notice as appropriate under the ordinance and state law
- E. N/A
- F. 5 – Ordinance Changes
- G.
 - 1. Interest – City of Gulfport
 - 2. 5
 - 3. N/Z
 - 4. Effect of Amendment – the effect of the amendment will be make mobile food vendors operating out of non-motorized trailers subject to the zoning ordinance and to allow the temporary use of a mobile food truck in a residential area for limited purposes.
 - 5. Error – not applicable



Beaufort Gazette
Belleville News-Democrat
Bellingham Herald
Bradenton Herald
Centre Daily Times
Charlotte Observer
Columbus Ledger-Enquirer
Fresno Bee

The Herald - Rock Hill
Herald Sun - Durham
Idaho Statesman
Island Packet
Kansas City Star
Lexington Herald-Leader
Merced Sun-Star
Miami Herald

el Nuevo Herald - Miami
Modesto Bee
Raleigh News & Observer
The Olympian
Sacramento Bee
Fort Worth Star-Telegram
The State - Columbia
Sun Herald - Biloxi

Sun News - Myrtle Beach
The News Tribune Tacoma
The Telegraph - Macon
San Luis Obispo Tribune
Tri-City Herald
Wichita Eagle

AFFIDAVIT OF PUBLICATION

Account #	Order Number	Identification	Order PO	Amount	Cols	Depth
36845	417943	Print Legal Ad-IPL01215990 - IPL0121599		\$98.32	2	77 L

Attention: Matilda Welch

GULFPORT URBAN DEVELOPMENT
PO BOX 1780
GULFPORT, MS 39502

accountspayable@gulfport-ms.gov

LEGAL NOTICE PUBLIC HEARING

In conformance with Section VIII of the Comprehensive Zoning Ordinance of the City of Gulfport, Mississippi, 1979 as amended, notice is hereby given advising that the Gulfport City Planning Commission will hold a public hearing in the City of Gulfport, Mississippi at 4:30 P.M., Thursday, May 25, 2023 in the Council Chambers of the Gulfport City Hall located at 2309 15th Street to consider the following requests. A copy of the requests will be available for public review at the office of the Department of Urban Development, Planning Division, located on first floor of the William H. Hardy Building, 1410 24th Avenue.

Zoning Text Amendment 2302PC016, by agent David P. Sullivan, Amendments to the Comprehensive Zoning Ordinance, as amended, to amend Section III (K), (2) to allow, with Planning Commission Approval, a medical cannabis dispensary use in T4+ zoning districts.

Special Exception 2304SE038, by agent Kenyetter Johnson, seeking approval for day care use at Tax Parcel 0808L-04-001.001, 15487 Oak Lane, Zoned B-4 (Highway Business) Ward 7

Zoning Map Amendment 2305PC046, by owner Gregory Smith, requesting to rezone Tax Parcel 1011D-01-007.000 from T5 (Urban Center Zone) to T4+ (General Urban Zone "Plus"), 1123 Ocean View Dr, Ward 2

Planning Commission Approval 2305PC047, by owner Lisa Aronson, requests approval for a mobile home on an individual lot, Tax Parcel 0810B-03-033.000, 8319 South Carolina Ave, Zoned R-1-5 (Single-family), Ward 3

General Plan 2305PC049, by owner River Pointe Estates LLC, Tax Parcels 1007O-01-028.000, 1007O-01-028.014, 1007O-01-028.012, 1007O-01-028.008, seeking approval of General Plan of seven single family residential lots (River Pointe Estates) at 10550 O'Neal Road, Zoned R-E (Residence Estate), Ward 6

Special Exception 2305SE050, by agent Twila Johnson, seeking approval for a child day care usage, Tax Parcel 0808E-04-001.001, 12259 Hwy 49, Zoned B-4 (Highway Business), Ward 7

General Plan 2305PC051, by agent Robert Riemann, seeking approval for a General Plan for Six Lot Townhouses in the B2 Zoning and One Lot Single Family Residence in the R-1-5 zoning, Tax Parcel 0808O-02-017.000, Zoned B-2 (General Business) R-1-5 (Single Family), Ward 5

Final Plat 2305PC053, by applicant Brown, Mitchell, & Alexander Inc., Tax Parcel 1008M-04-006.000, seeking approval for re-platting of Lot 2 of Gulfport Promenade into 4 lots, relocation of the ingress & egress easement, and create a drainage easement at Dedeaux Road, Zoned B-2 (General Business), Ward 6

Zoning Text Amendment 2305PC054, by City of Gulfport Administration, to amend the Comprehensive Zoning Ordinance of "Hotel" by deleting the words "and nightly and weekly vacation rentals located in one- and two- family dwelling units."

Zoning Text Amendment 2305PC058, by City of Gulfport Administration, to amend various sections of Article III, Chapter 9 Subdivisions, to eliminate Planning Commission consideration of a final plat, to create processes for Council consideration of a final plat, to eliminate notice to tenants on sketch and general subdivision plans, to remove certified mail requirement for notices and to otherwise streamline the final plat approval process.

Zoning Text Amendment 2305PC059, by City of Gulfport Administration, To amend the Sign Ordinance, section 9-106(c), to provide for a limited exemption from certain provisions (size, type, location & placement) for signs placed on property owned by the Gulfport Redevelopment Commission & to provide for City approval of size, type, location & placement.

Zoning Text Amendment 2305PC060, by City of Gulfport Administration, to amend the Comprehensive Zoning Ordinance (Appendix A) at Sections I and IV(A) to add non-motorized trailers to the definition of mobile food vendors, to add additional residential uses to the areas where mobile food vendors may operate and to reorganize the existing ordinance.

This the 3rd day of May 2023
Keith Williams, Chairman
City of Gulfport Planning Commission
IPL0121599
May 10 2023

STATE OF MISSISSIPPI COUNTY OF HARRISON

Before me, the undersigned Notary of Dallas County, Texas personally appeared Stefani Beard, who, being by me first duly sworn, did depose and say that she is a clerk of The Sun Herald, a daily newspaper published in the city of Gulfport, in Harrison County, Mississippi and the publication of the notice, a copy of which is hereto attached, has been made in said paper in the issue(s) of:

1 insertion(s) published on:

05/10/23

Affidavit further states on oath that said newspaper has been established and published continuously in said county for a period of more than twelve months next prior to the first publication of said notice.

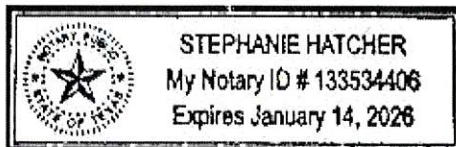
Stefani Beard

Sworn to and subscribed before me this 10th day of May in the year of 2023

Stephanie Hatcher

Notary Public

* The Sun Herald has been deemed eligible for publishing legal notices in Jackson County to meet the requirements of Miss. Code 1972 Section 13-3-31 and 13-3-32.



Extra charge for lost or duplicate affidavits.
Legal document please do not destroy!



Beaufort Gazette
Belleville News-Democrat
Bellingham Herald
Bradenton Herald
Centre Daily Times
Charlotte Observer
Columbus Ledger-Enquirer
Fresno Bee

The Herald - Rock Hill
Herald Sun - Durham
Idaho Statesman
Island Packet
Kansas City Star
Lexington Herald-Leader
Merced Sun-Star
Miami Herald

el Nuevo Herald - Miami
Modesto Bee
Raleigh News & Observer
The Olympian
Sacramento Bee
Fort Worth Star-Telegram
The State - Columbia
Sun Herald - Biloxi

Sun News - Myrtle Beach
The News Tribune Tacoma
The Telegraph - Macon
San Luis Obispo Tribune
Tri-City Herald
Wichita Eagle

AFFIDAVIT OF PUBLICATION

Account #	Order Number	Identification	Order PO	Amount	Cols	Depth
36845	417943	Print Legal Ad-IPL01215990 - IPL0121599		\$98.32	2	77 L

Attention: Matilda Welch

GULFPORT URBAN DEVELOPMENT
PO BOX 1780
GULFPORT, MS 39502

accountspayable@gulfport-ms.gov

LEGAL NOTICE PUBLIC HEARING

In conformance with Section VIII of the Comprehensive Zoning Ordinance of the City of Gulfport, Mississippi, 1979 as amended, notice is hereby given advising that the Gulfport City Planning Commission will hold a public hearing in the City of Gulfport, Mississippi at 4:30 P.M., Thursday, May 25, 2023 in the Council Chambers of the Gulfport City Hall located at 2309 15th Street to consider the following requests. A copy of the requests will be available for public review at the office of the Department of Urban Development, Planning Division, located on first floor of the William H. Hardy Building, 1410 24th Avenue.

Zoning Text Amendment 2302PC016, by agent David P. Sullivan, Amendments to the Comprehensive Zoning Ordinance, as amended, to amend Section III (K), (2) to allow, with Planning Commission Approval, a medical cannabis dispensary use in T4+ zoning districts.

Special Exception 2304SE038, by agent Kenyetter Johnson, seeking approval for day care use at Tax Parcel 0808L-04-001.001, 15487 Oak Lane, Zoned B-4 (Highway Business) Ward 7

Zoning Map Amendment 2305PC046, by owner Gregory Smith, requesting to rezone Tax Parcel 1011D-01-007.000 from T5 (Urban Center Zone) to T4+ (General Urban Zone "Plus"), 1123 Ocean View Dr, Ward 2

Planning Commission Approval 2305PC047, by owner Lisa Aronson, requests approval for a mobile home on an individual lot, Tax Parcel 0810B-03-033.000, 8319 South Carolina Ave, Zoned R-1-5 (Single-family), Ward 3

General Plan 2305PC049, by owner River Pointe Estates LLC, Tax Parcels 1007O-01-028.000, 1007O-01-028.014, 1007O-01-028.012, 1007O-01-028.008, seeking approval of General Plan of seven single family residential lots (River Pointe Estates) at 10550 O'Neal Road, Zoned R-E (Residence Estate), Ward 6

Special Exception 2305SE050, by agent Twila Johnson, seeking approval for a child day care usage, Tax Parcel 0808E-04-001.001, 12259 Hwy 49, Zoned B-4 (Highway Business), Ward 7

General Plan 2305PC051, by agent Robert Riemann, seeking approval for a General Plan for Six Lot Townhouses in the B2 Zoning and One Lot Single Family Residence in the R-1-5 zoning, Tax Parcel 0808O-02-017.000, Zoned B-2 (General Business) R-1-5 (Single Family), Ward 5

Final Plat 2305PC053, by applicant Brown, Mitchell, & Alexander Inc., Tax Parcel 1008M-04-006.000, seeking approval for re-platting of Lot 2 of Gulfport Promenade into 4 lots, relocation of the ingress & egress easement, and create a drainage easement at Dedeaux Road, Zoned B-2 (General Business), Ward 6

Zoning Text Amendment 2305PC054, by City of Gulfport Administration, to amend the Comprehensive Zoning Ordinance of "Hotel" by deleting the words "and nightly and weekly vacation rentals located in one- and two- family dwelling units."

Zoning Text Amendment 2305PC058, by City of Gulfport Administration, to amend various sections of Article III, Chapter 9 Subdivisions, to eliminate Planning Commission consideration of a final plat, to create processes for Council consideration of a final plat, to eliminate notice to tenants on sketch and general subdivision plans, to remove certified mail requirement for notices and to otherwise streamline the final plat approval process.

Zoning Text Amendment 2305PC059, by City of Gulfport Administration, To amend the Sign Ordinance, section 9-106(c), to provide for a limited exemption from certain provisions (size, type, location & placement) for signs placed on property owned by the Gulfport Redevelopment Commission & to provide for City approval of size, type, location & placement.

Zoning Text Amendment 2305PC060, by City of Gulfport Administration, to amend the Comprehensive Zoning Ordinance (Appendix A) at Sections I and IV(A) to add non-motorized trailers to the definition of mobile food vendors, to add additional residential uses to the areas where mobile food vendors may operate and to reorganize the existing ordinance.

This the 3rd day of May 2023
Keith Williams, Chairman
City of Gulfport Planning Commission
IPL0121599
May 10 2023

STATE OF MISSISSIPPI COUNTY OF HARRISON

Before me, the undersigned Notary of Dallas County, Texas personally appeared Stefani Beard, who, being by me first duly sworn, did depose and say that she is a clerk of The Sun Herald, a daily newspaper published in the city of Gulfport, in Harrison County, Mississippi and the publication of the notice, a copy of which is hereto attached, has been made in said paper in the issue(s) of:

1 insertion(s) published on:

05/10/23

Affidavit further states on oath that said newspaper has been established and published continuously in said county for a period of more than twelve months next prior to the first publication of said notice.

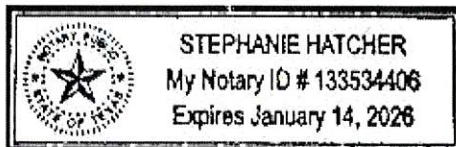
Stefani Beard

Sworn to and subscribed before me this 10th day of May in the year of 2023

Stephanie Hatcher

Notary Public

* The Sun Herald has been deemed eligible for publishing legal notices in Jackson County to meet the requirements of Miss. Code 1972 Section 13-3-31 and 13-3-32.



Extra charge for lost or duplicate affidavits.
Legal document please do not destroy!

There came on for consideration at a duly constituted meeting of the City Council and Mayor of the City of Gulfport held on the _____ day of _____, 2023, the following Ordinance:

ORDINANCE NO. _____

AN ORDINANCE TO AMEND VARIOUS SECTIONS OF APPENDIX A TO THE CITY OF GULFPORT CODE OF ORDINANCES (SECTIONS I AND IV(A)(9) OF APPENDIX A); AND FOR RELATED PURPOSES

WHEREAS, as the popularity of mobile food vendors (i.e., “food trucks”) has risen over the last several years, it is necessary to adapt the zoning ordinance to account for developments in the mobile food vending industry; and

WHEREAS, the City desires to include non-motorized trailers in the definition of a “mobile food vendor” as well as provide for a limited expansion of the operation of a mobile food vending business in certain residential zones in connection with private social events; and

WHEREAS, the Mayor and City Council of the City of Gulfport, Mississippi, find and do so determine, based upon the recommendation of the Gulfport City Planning Commission, that the City’s Comprehensive Zoning Ordinance, which is codified at Appendix A of the Code of Ordinances should be amended to reflect the changes outlined above

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF GULFPORT, MISSISSIPPI, AS FOLLOWS:

SECTION 1: That Appendix A, Section I Definitions, be and the same is hereby amended, as follows:

EXISTING (material to be deleted in ~~stricken~~, material to be added is underlined):

Mobile food vendor: One who is engaged in the sale of prepared food from a motor vehicle or non-motorized trailer equipped for such purpose.

AMEND TO READ:

Mobile food vendor: One who is engaged in the sale of prepared food from a motor vehicle or non-motorized trailer equipped for such purpose.

SECTION 2: That Appendix A, Section IV (A)(9) be and the same is hereby amended, as follows:

EXISTING (material to be deleted in ~~stricken~~, material to be added is underlined):

Mobile food vendor. One who is engaged in the sale of prepared food from a motor vehicle or non-motorized trailer equipped for the preparation and sale of said food. Sales of this nature are allowed in B-1, B-2, I-1, I-2, T-5, and T-6 zoning districts. In addition, such sales may be allowed in R-1, R-2, R-B, R-O, T-3, T4L, and T4+ zoning districts only at construction sites for a period of time not to exceed the completion of the construction project. Vendors are expected to vacate the premise on which such sales are being made once all patrons have been served. Extended parking for such sales is strictly prohibited. However, vendor may apply for a temporary Certificate of Zoning Compliance from the office of Urban Development for extended parking if it is connected with a special event for a commercial activity or private social event (Civic activities are excluded from this regulation), and adheres to the following conditions:

- a. Must be located on the same building site as the special event.
- b. Frequency of extended parking is restricted to no more than three (3) consecutive days nor for more than nine (9) days within a one-year period.
- c. Must submit a detailed site plan.
- d. Vehicle cannot be parked in a manner that blocks traffic aisles or reduces required parking on the site.
- e. Acquire any and all permits or licenses required by the City of Gulfport.

The sale of ice cream and snowballs from a motor vehicle equipped for such purposes is allowed in R-1, R-2, R-B, and R-O zoning districts subject to the following restrictions:

- a. Extended parking for such sales is strictly prohibited.
- b. Stopping shall be permitted only at the right-hand curbside of the street (right-hand shall be deemed to be the curb which is on the right side of the vehicle when facing the front thereof).
- c. Dispensing of food products shall be made only from a window on the curbside of subject vehicle.
- d. Each such vehicle shall be equipped with at least one yellow caution flashing light which shall be in operation at all times when goods are being dispensed.
- e. Each such vehicle shall be equipped with a stop-arm assembly similar to that used on school buses for the control of traffic during the time such vehicle is stopped, and such stop-arm assembly shall be utilized at all times when goods are being dispensed and people are in the vicinity.

AMEND TO READ:

Mobile food vendor. One who is engaged in the sale of prepared food from a motor vehicle or non-motorized trailer equipped for the preparation and sale of said food. Sales of this nature are allowed in B-1, B-2, I-1, I-2, T-5, and T-6 zoning districts. In addition, such sales

may be allowed in R-1, R-2, R-B, R-O, T-3, T4L, and T4+ zoning districts only at construction sites for a period of time not to exceed the completion of the construction project. Vendors are expected to vacate the premise on which such sales are being made once all patrons have been served. Extended parking for such sales is strictly prohibited. However, vendor may apply for a temporary Certificate of Zoning Compliance from the office of Urban Development for extended parking if it is connected with a special event for a commercial activity or private social event (Civic activities are excluded from this regulation), and adheres to the following conditions:

- a. Must be located on the same building site as the special event.
- b. Frequency of extended parking is restricted to no more than three (3) consecutive days nor for more than nine (9) days within a one-year period.
- c. Must submit a detailed site plan.
- d. Vehicle cannot be parked in a manner that blocks traffic aisles or reduces required parking on the site.
- e. Acquire any and all permits or licenses required by the City of Gulfport.

The sale of ice cream and snowballs from a motor vehicle equipped for such purposes is allowed in R-1, R-2, R-B, and R-O zoning districts subject to the following restrictions:

- a. Extended parking for such sales is strictly prohibited.
- b. Stopping shall be permitted only at the right-hand curbside of the street (right-hand shall be deemed to be the curb which is on the right side of the vehicle when facing the front thereof).
- c. Dispensing of food products shall be made only from a window on the curbside of subject vehicle.
- d. Each such vehicle shall be equipped with at least one yellow caution flashing light which shall be in operation at all times when goods are being dispensed.
- e. Each such vehicle shall be equipped with a stop-arm assembly similar to that used on school buses for the control of traffic during the time such vehicle is stopped, and such stop-arm assembly shall be utilized at all times when goods are being dispensed and people are in the vicinity.

SECTION 3. The Governing Authority further finds that the following shall serve as an explanatory statement of this Ordinance for purposes of publication: “This Ordinance amends the City’s Code of Ordinances (Appendix A, Sections I and IV (A)(9)) to add non-motorized trailers to the definition of a “mobile food vendor” and to provide for a limited expansion of the use in certain residential zones for private social events. A copy of the full text of this Ordinance is available to municipal residents upon request to the City Clerk.” For the next thirty (30) days, a copy of the full text of this Ordinance shall be posted by the City Clerk: (a) in the first floor lobby at City Hall (2309 15th Street, Gulfport, Mississippi 39501); (b) in the first floor lobby of

the City's Hardy Building (1410 24th Avenue, Gulfport, Mississippi 39501); and (c) in the first floor lobby of the County Courthouse in Gulfport (1801 23rd Avenue, Gulfport, Mississippi 39501). The City Clerk shall further furnish any resident of the City a copy of the full text of this Ordinance upon request.

SECTION 4: This Ordinance shall be in full force and effect thirty (30) days after the date of passage. It shall be published according to law and shall be spread upon the minutes of the Gulfport City Council.

The above and foregoing Ordinance, after having been first reduced to writing, was introduced by _____, seconded by _____ and was adopted by the following roll call votes, to-wit:

YEAS:

NAYS:

ABSTENTIONS:

ABSENT:

WHEREUPON the President declared the motion carried and the Ordinance adopted, this the _____ day of _____, 2023.

(SEAL:)

ATTEST:

ADOPT:

CLERK OF THE COUNCIL

PRESIDENT

The above and foregoing Ordinance, having been submitted and approved by the Mayor, this the _____ day of _____, 2023.

MAYOR



Human Resources

P.O. Box 1780
Gulfport, MS 39502
Phone: 228-868-5831
Fax: 228-868-5722

Human Resources
1422 23rd Ave
Gulfport, MS 39501

MEMO TO: City Council
Mayor, Billy Hewes
Chief Administrative Officer, Leonard Papania
City Attorney, Jeff Bruni

FROM: Samantha S. Sherrill, Human Resources Manager

RE: Accounts Payable Supervisor, Ordinance New Position

DATE: July 6, 2023

The Administration is requesting to create a new position within the Finance Department. The job title for this position is Accounts Payable Supervisor. This position was vacated on July 1st, 2023, and meets the councils \$55,000 ordinance rule.

The Director of Accounting and Finance, with the approval of the Chief Administrative Officer, is requesting to fund this position at grade 112 step 15 (\$46,552.88). This position will be posted from step 0 – step 15 (\$40,156.93 - \$46,552.88).

Please create an ordinance for (1) Accounts Payable Supervisor. The full range of Grade 112 (step 0-40) is \$40,156.93 - \$59,788.19. The position will be funded at step 15 \$46,552.88.

The person who vacated this position left at Grade 112 step 10 (\$44,319.34). The Finance department does not need a budget amendment in order to cover the additional 5 steps requested to refill this position.



City of Gulfport, Mississippi
Job Description

Accounts Payable Supervisor (ASUP)

Department: 145B – General
Administration

EEO Category: Office & Clerical
Date Revised: 03.23.2020

FLSA Status: Non-Exempt
Date Approved:

Position Overview

The Accounts Payable Supervisor oversees the Accounts Payable processes for the City. The Supervisor ensures that all records and invoices are compiled, reviewed and maintained in accordance with municipal policies.

Essential Job Functions

Essential duties and functions, pursuant to the Americans with Disabilities Act, May include the following. Other related duties may be assigned.

- Reconciles accounts payable records.
- Inspects invoices, purchase orders, and other relevant documentation to insure accurate and timely payments to vendors.
- Prepare Docket of Claims for Approval by Governing Authority.
- Creates Positive Pay file for each cash disbursement.
- Creates and upload electronic funds transfer files for vendor payments.
- Researches issues associated with payment inquiries.
- Reissues stale checks after confirmation of status.
- Research check cleared status as requests are received from various departments and vendors.
- Ensures approved utility accounts are transferred to City – working directly with service provider.

- Processes payments for Gulfport Redevelopment Commission.
- Processes payments/checks for deposit in absence of Clerk III.
- Converts vendors to electronic payment as opportunities arise.
- Oversees electronic scanning, indexing, and record keeping system.
- Manages personnel in the accounts payable function.
- Assists vendors, City personnel, and other interested parties regarding invoicing and payable issues.
- Issues Annual 1099 forms to vendors
- Complies with the City's established policy and procedures.

Knowledge, Skills and Abilities

Must possess required knowledge, skills, abilities and experience and be able to explain and demonstrate, with or without reasonable accommodations, that the essential functions of the job can be performed.

- General knowledge of principles and methods of computerized and manual financial record keeping is required; knowledge of fund accounting preferred.
- Demonstrated ability to coordinate varied tasks, meet deadlines, and successfully complete projects.
- Ability to perform basic mathematical computations.
- Ability to work with minimum supervision and apply initiative, and judgment in resolving problems. Ability to organize work, set priorities and meet critical deadlines with little supervision.
- Ability to work independently; ability to communicate effectively, both orally and in writing.
- Ability to work under pressure relationships with administrators, employees and the general public.

Education and Experience

High school graduate. A minimum of 2 years is desired in performing accounts payable functions with supervisory capacity.

Licenses or Certificates

None.

Physical Demands and Working Conditions

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Physical requirements include occasional lifting/carrying of 10+ pounds; visual acuity, speech and hearing; hand and eye coordination and manual dexterity necessary to operate a computer keyboard and basic office equipment. Subject to sitting, standing, reaching, walking, twisting and kneeling to perform the essential functions. Working conditions are primarily inside an office environment.



DEPARTMENT OF
FINANCE AND
ACCOUNTING

P.O. Box 1780
Gulfport, MS 39502
Phone: 228-868-5705
Fax: 228-868-0223

William H. Hardy Building
1410 24th Ave. 2nd Floor
Gulfport, MS 39501

MEMORANDUM

TO: City Councilmembers
Billy Hewes, Mayor
Leonard Papania, Chief Administrative Officer

FROM: Todd Harman, Director of Finance and Accounting

TH

DATE: July 3, 2023

RE: Fill Accounts Payable Supervisor Position

On Saturday, July 1, the accounts payable supervisor position was vacated with the passing of Ebony Urbano. This position is integral to the Finance Department and the accounts payable function and we request permission to refill this position.

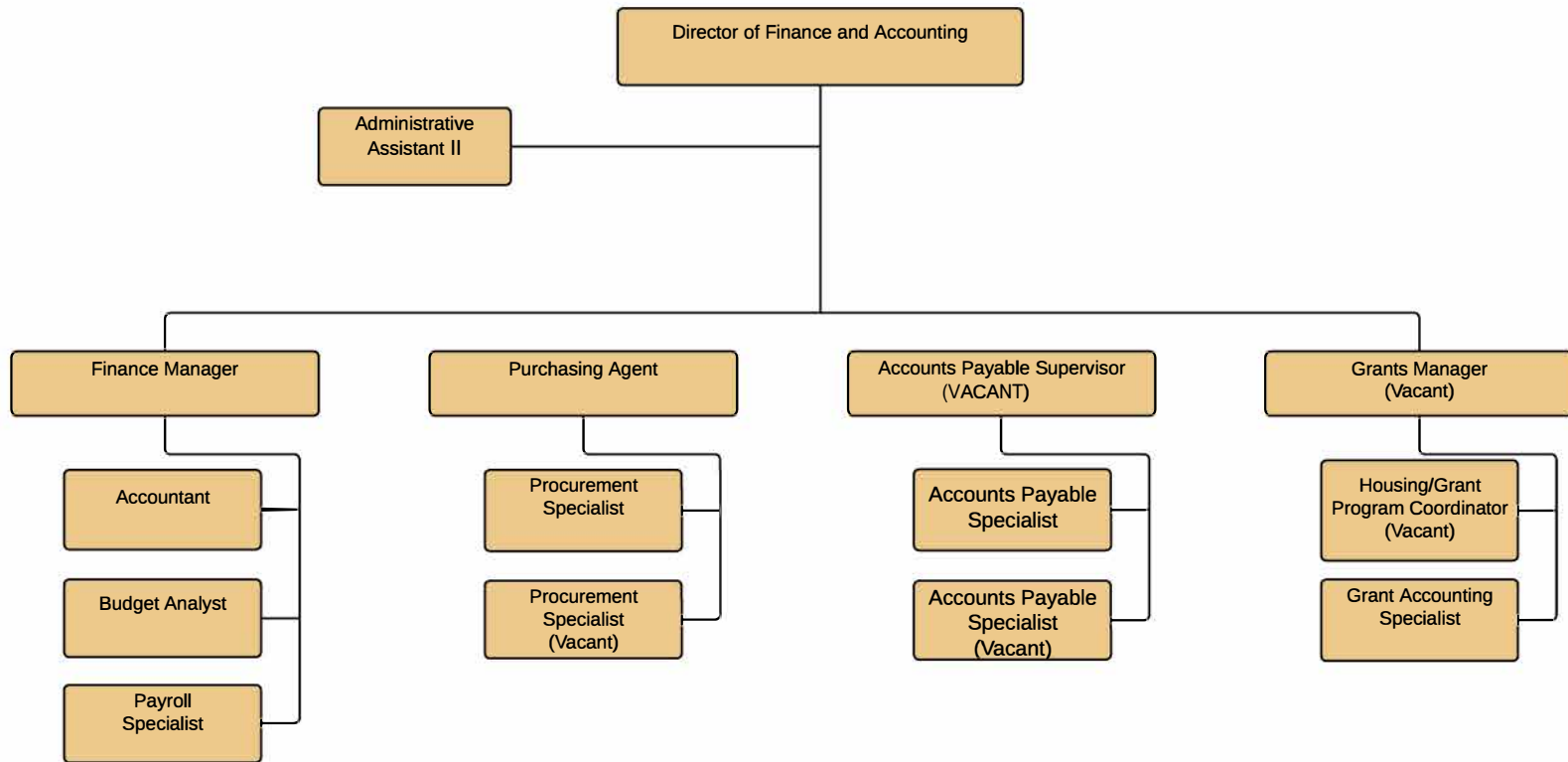
Grade: 112 (\$40,157 - \$59,789)

We request permission to hire for this position at grade 112 (\$40,157 - \$59,789) and budget to fill this position at step 0 through step 15 (\$40,157 - \$46,553) depending on the candidate's education and experience.

Please reach out if you have any questions. Thank you in advance for your consideration.



06/01/2023



There came on for consideration at a duly constituted meeting of the Mayor and Members of the City Council of the City of Gulfport, Mississippi, held on the ____ day of _____, 2023, the following Ordinance:

ORDINANCE NO. _____

AN ORDINANCE PROVIDING FOR THE SALARY OF COMPENSATION FOR ONE (1) "ACCOUNTS PAYABLE SUPERVISOR" POSITION (GRADE 112) IN THE CITY OF GULFPORT, MISSISSIPPI'S DEPARTMENT OF FINANCE AND ACCOUNTING AND FOR THOSE EMPLOYEES SERVING IN THIS POSITION, AND FOR RELATED PURPOSES

WHEREAS, Section 21-8-21(2) of the Mississippi Code Annotated provides and requires that "[e]very officer or employee of the municipality shall receive such a salary of compensation as the council shall by ordinance provide, and the salary compensation of all employees of such municipality shall be fixed by council from time to time, as occasion may demand;" and

WHEREAS, upon the recent and untimely passing of the employee in the position of "Accounts Payable Supervisor," this position became vacated and thereupon defunded under the Governing Authority's current ordinances, and there is now a need to re-fund the same; and

WHEREAS, the salary of compensation for the employees holding the following position shall fall within the range set for the corresponding Grade noted and should be presently set at the noted Steps within this Grade: "Accounts Payable Supervisor" (one (1) position within the Department of Finance and Accounting), which shall fall within the range set for Grade 112 (\$40,156.93 - \$59,788.19) in the City's presently existing Salary Grade Schedule), with this position previously being set in this same Grade (Grade 112); and

WHEREAS, the salary of compensation as set out herein is in accord with the new (and now existing) grade schedule of the City of Gulfport, and the one (1) "Accounts Payable

Supervisor” position is hereby being added to the “Salary Grade Schedule” previously approved by the City Governing Authority on October 6, 2020.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF GULFPORT, MISSISSIPPI, AS FOLLOWS:

SECTION 1. That the matters and things set forth in the above preamble are hereby accepted as stated as the findings of the Gulfport City Council.

SECTION 2. That the aforementioned one (1) “Accounts Payable Supervisor” position within the Department of Finance and Accounting is hereby added to and funded as the only such position in “Grade 112” in the new/latest grade schedule for salaries of compensation previously approved by the City’s Governing Authority on October 6, 2020, (generally referred to as the “Salary Grade Schedule”), with this position now hereby budgeted up to Step 15 for this position.

SECTION 3. That the salary of compensation for the employees holding this one (1) position (the “Accounts Payable Supervisor” position) shall be within the ranges and presently set at the amounts provided herein and in the preamble.

SECTION 4. That those employees employed by the City on or before September 30, 2009, shall continue to receive Longevity Pay and Education Pay (at the rate and in accord with the policies governing the same (which are hereby incorporated herein by reference and made effective hereby) in effect on September 30, 2009) to the extent that they are otherwise eligible for that pay and those noted employees entitled to a Cost of Living Adjustment (COLA) per prior budget adoptions shall continue to receive the COLA in addition to the base pay salaries of compensation set forth herein.

SECTION 5. To provide for the immediate and temporary preservation of the public peace, health and safety, this Ordinance shall be in full force and become effective upon its

passage by unanimous vote and enactment according to law and shall be spread on the minutes of the Gulfport City Council. The Ordinance shall be published according to law and for failure to pass unanimously, shall take effect thirty (30) days after the date of passage.

SECTION 6. The Governing Authority further finds that the following shall serve as an explanatory statement of this Ordinance for purposes of publication: “This Ordinance provides for the salary of compensation for one (1) ‘Accounts Payable Supervisor’ position in Grade 112 within the City’s Department of Finance and Accounting and for those employees serving in this position. A copy of the full text of this Ordinance is available to municipal residents upon request to the City Clerk.” For the next thirty (30) days, a copy of the full text of this Ordinance shall be posted by the City Clerk: (a) in the first floor lobby at City Hall (2309 15th Street, Gulfport, Mississippi 39501); (b) in the first floor lobby of the City’s Hardy Building (1410 24th Avenue, Gulfport, Mississippi 39501); and (c) in the first floor lobby of the County Courthouse in Gulfport (1801 23rd Avenue, Gulfport, Mississippi 39501). The City Clerk shall further furnish any resident of the City a copy of the full text of this Ordinance upon request.

The above and foregoing Ordinance, after having been first reduced to writing and read by the Clerk, was introduced by _____, seconded by _____, and was adopted by the following roll call vote:

AYES

NAYS

ABSENT/ABSTAIN

WHEREUPON, the President declared the motion carried and the Ordinance adopted, this the _____ day of _____, 2023.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF THE COUNCIL

PRESIDENT

The above and foregoing Ordinance was submitted to and approved by the Mayor, this
the _____ day of _____, 2023.

APPROVED:

MAYOR

There came on for consideration at a duly constituted meeting of the Mayor and Members of the City Council of the City of Gulfport, Mississippi, held on the ____ day of _____, 2022, the following Resolution:

A RESOLUTION BY THE GULFPORT CITY COUNCIL TO DETERMINE THAT PARATECH STRUT SYSTEMS AS PRODUCED AND PROVIDED BY NAFECO ARE SOLE SOURCE ITEMS, AND FOR RELATED PURPOSES

WHEREAS, the City of Gulfport desires to purchase a Paratech strut system from NAFECO, the only authorized distributor of the Paratech product line in the state of Mississippi (see Exhibit “A” hereto); and

WHEREAS, the Gulfport Fire Department is a participating agency in the Mississippi Task Force, a group of first responders from around the state whose mission is to provide highly specialized, all-hazards response capability to provide services to local jurisdictions that are overwhelmed by natural and man-made disasters; and

WHEREAS, as a participating agency in the Mississippi Task Force, the Gulfport Fire Department is to have and maintain certain equipment that will be compatible with the equipment owned and maintained by other participating agencies and, with respect to the equipment sought to be procured herein, the equipment manufactured by Paratech and exclusively sold in Mississippi by NAFECO is required in order to meet the compatibility requirement; and

WHEREAS, the Fire Department has requested to purchase the said Paratech equipment as sole source items from NAFECO, and, pursuant to Miss. Code Ann § 31-7-13(m)(viii), the Finance and Accounting Department has filed a certification of the conditions and circumstances requiring the purchase (See Exhibit “B”); and

WHEREAS, the Council finds that it is in the best interest of the City to declare the Paratech strut system identified fully in Exhibit “B” hereto to be sole source items that can only be purchased from NAFECO.

NOW THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF GULFPORT, MISSISSIPPI, AS FOLLOWS, TO WIT:

Section 1. That the matters, facts and things recited in the Preamble hereto are hereby adopted as the official findings of the Governing Authority.

Section 2. That the Gulfport City Council, consistent with fact, hereby determines that, for the reasons set forth herein and in Exhibit “A” hereto, the Paratech strut system identified fully in Exhibit “B” is declared to be a sole source item that can only be purchased from NAFECO..

Section 3. That this Resolution be, and it is hereby ordered to be spread on the minutes of the Governing Authority, and to be in full force and effect immediately upon its passage and enactment according to law.

The above and foregoing Resolution, after having been first reduced to writing and ready by the Clerk, was introduced by _____, seconded by _____, and was adopted by the following roll call vote:

AYES

NAYS

ABSENT

WHEREUPON, the President declared the motion carried and the Resolution adopted this the _____ day of _____, 2023.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF THE COUNCIL

PRESIDENT

The above and foregoing Resolution was submitted to and approved by the Mayor, this the _____ day of _____, 2023.

APPROVED:

MAYOR



Gulfport Fire Department
Attn.: Mr. Chad Bryant
151 23rd Ave
Gulfport MS 39501

Frankfort, April 4th 2023

Dear Mr. Bryant,

I am pleased to inform you that NAFECO is the only authorized Master Distributor of the Paratech Product Line and the only dealer providing product familiarization of our products in the State of Mississippi.

Please feel free to refer your product inquiries to NAFECO.

They are well trained and properly equipped to service your requirements for Paratech products. I am quite proud of our long-standing relationship with NAFECO and know they will serve you well before and after the sale.

I appreciate your interest in our fine products and along with NAFECO look forward to providing you with the most advanced and highest quality equipment available for today's hazardous rescue operations.

Best Regards
PARATECH INC.



Hans Frank Normolle
Chief Sales Officer



**PURCHASING
DEPARTMENT**

P.O. Box 1780
Gulfport, MS 39502
Phone: 228-868-5705
Fax: 228-868-0223

William H. Hardy Building
1410 24th Ave. 2nd Floor
Gulfport, MS 39501

MEMORANDUM

To: City Councilmembers
Mayor Billy Hewes

From: Jessica Versiga, Purchasing Agent

Date: July 5, 2023

RE: Sole Source – Paratech Strut Systems – Fire Department

As of July 5, 2023, The Purchasing Department has not received any objections to the sole source advertisement of the Paratech Strut Systems. Attached documentation wherein City of Gulfport Purchasing Department followed the procurement regulations regarding “sole source” procedures in accordance with the Department of Finance and Administration Purchasing Manual, Section 3.109.02 – Conditions for Use of Sole Source / Research Procurement(s).

Documentation consists of the following:

1. Request to Purchase
2. Required justification on Sole Source Commodity form.
3. NAFECO quote - \$149,199.36
4. Proof of Publication of intent to sole source commodity requested.

It is my recommendation to approve the request. Thank you for your consideration.

SOLE-SOURCE PURCHASE

MS Code Section 31-7-13 (m)(viii)

"This is to certify that this purchase covers a commodity which is available from one source only and neither comparative nor competitive quotations can be obtained."

Sole Source certifications should be signed by the individual responsible for the justification. Attach letter from Supplier certifying that they are a Sole Source Supplier of the item be requested.

1. Do other companies make similar commodities that will do the same job or meet the same goals?

Yes ___ No ☒

2. How is this item unique from all others? This equipment is compatible with existing shoring/stabilization equipment within all three task forces within the state. No other system is compatible.

3. What can this item do that the others can't? It can be used in conjunction with our existing equipment. This equipment ensures modular connections with our cache.

4. Is there a copyright or patent on the commodity? Yes

5. Is this item available from other distributors? No


Signature

**STATE HOMELAND SECURITY GRANT PROGRAM
SOLE SOURCE PROCUREMENT FORM**

Use of sole source procurement is discouraged. If, after completion of the competitive bidding process, only one responsive bid is received (less than two complete competitive bids received), then this is a sole source procurement (based on the Office of Management and Budget Circular 66). Sole source procurement will be awarded only under exceptional circumstances and must follow precisely the procedure set forth in the State Procurement Code and the federal requirements as outlined below:

1. All sole source procurement requires the explicit prior written approval of the State Administrative Agency.
2. This form requesting any sole source procurement approval must be submitted to the SAA by the Procurement Officer for the subgrantee's unit of government prior to purchase and follow the requirements according to dollar amounts as outlined in the State Homeland Security Grant Program Procurement Procedures. This form must also contain sufficient documentation to justify the request and should address the following information:
 - a. Brief description of the program: The Mission of the Mississippi Task Force is to provide a highly specialized, all-hazards response capability to provide services to local jurisdictions that are overwhelmed by natural and man-made disasters and to increase civilian survivability during these disasters.
 - b. Complete description of requested line item(s) as they are listed in the grant application, and costs for which the sole source procurement is being sought:

Paratech Rescue Strut, 16 Shore Trench Kit	\$34,000
Paratech Light US&R Strut System	\$84,000
Paratech Vehicle Stabilization Kit	\$4,900
Paratech Elevator Shaft rescue Kit	\$3,200
Paratech Multiforce Remote Placement bag	\$9,700
Paratech 3" mounting clips	\$2,060
Paratech 3.5" clips for gold struts	\$1,458
Paratech Mounting Rail and clip components	\$3102.86
Paratech Cargo bin for 12" bases	\$522
Paratech Cargo bin for 16" bases	\$608
Total: \$149,199.36	
 - c. Explanation of need to contract noncompetitively to include the expertise of the contractor, management, responsiveness, knowledge of program, and experience of contractor personnel: The Mississippi Task Force currently owns this vendor's search and rescue equipment, the equipment parts being purchased is for this existing equipment and is not offered by another known vendor. The vendor has produced a sole source letter. This equipment is being purchased to replace existing aging shoring equipment. Hurst air shore is no longer being manufactured to our knowledge.
 - d. Time constraints such as when contractual coverage is required and why, impact on the program if dates are not met, time it would take another contractor to reach the same level of competence (equate to dollars if desired): Due to the limited expansion of our existing shoring, we have a limited ability to effectively perform rescue operations. After review this equipment was determined crucial for the operational effectiveness to be able to work with our other task forces within the state to be able to be used throughout the state for all emergency response to include weather seasons that are approaching and the shoring of aging infrastructure within the state of Mississippi.
 - e. Uniqueness: Paratech is the existing stabilization for the Mississippi Task Force. After research we cannot locate another vendor that offers the same compatibility with our existing shoring applications.
 - f. Other points that should be expressed to substantiate the request; and,
 - g. A declaration that this action is in the "best interest" of the agency.

Sally McIlroy 4.11.23 Chel Ros 07/15/23
Sub-recipient's Procurement Officer Date Sub-recipient's Project Director Date

APPROVED
DPS - MS OFFICE OF
HOMELAND SECURITY

Date _____

Send the form to the following address: **Attn: Beth Loflin, MS Office of Homeland Security, Mississippi Office of Homeland Security, 1230 Raymond Rd. Jackson, MS 39204, 601-987-1232. Beth.loflin@dps.ms.gov**

**NAFECO**

Mailing: 1515 W Moulton St
(2601 Beltline Road)
Decatur, AL 35601
(800) 628-6233
info@nafeco.com

Quotation

Q0423033137735

Date: 2023-03-31
Expires: 2023-06-30
FOB: Origin

Customer Number: GUL035
Customer Information: GULFPORT FIRE DEPARTMENT
Address: 1515 23RD AVE.
GULFPORT, MS 39501

Attention: Chad Bryant
Phone: 2288605008
Email: cbryant@gulfport-ms.gov
Prepared By: Ryan Brown

Qty	Item #	Description	Each	Total
1	22-796850	Paratech Vehicle Stabilization Kit	\$4,900.00	\$4,900.00
1	22-796862	Paratech Rescue Strut, 16 Shore Trench Kit	\$34,000.00	\$34,000.00
1	22-796901	Paratech Light US&R strut system	\$84,000.00	\$84,000.00
1	22-796890K	Paratech Elevator shaft rescue kit	\$3,200.00	\$3,200.00
1	22-88D025	Paratech Multiforce Remote Placement Bag	\$9,700.00	\$9,700.00
130	22-796182A	Paratech 3" Mounting Clip	\$15.85	\$2,060.50
81	22-796185A	Paratech 3.5" clip for gold struts	\$18.00	\$1,458.00
1	22-COMPONENT CONFIG	Paratech Mounting Rail and additonal clip componets for rails Includes (18) 10' rails at \$93.77/ea-\$1687.86 and also, (130) connector pieces for 3" clips to the rails at \$5/ea-\$650.00 and also, (85) connector pieces for 3.5" clips to the rails at \$9/ea-\$765.	\$3,102.86	\$3,102.86
1	22-700351	Paratech Cargo bin for 12" bases	\$522.00	\$522.00
7	22-700352	Paratech Cargo bin for 6" bases	\$608.00	\$4,256.00
			Freight Charges	\$2,000.00
			Total	\$149,199.36

tax to be determined

Notes: You can deduct the 22-Component Config from the quote if you choose to screw the clips to plywood in trailer or 2x4 rails. Paratech utilizes a normal metal job box from Lowes or Home Depot for all of their misc parts and just basic hose hooks on the wall for hoses.

Thank you for your business!

NOTE: All accounts are subject to sales tax charges unless a valid state exempt certificate is on file with NAFECO, or provided at the time of the order.

If you have any questions concerning this quote, please call our number listed above.

Visit Us On The Internet At: nafeco.com



Beaufort Gazette
Belleville News-Democrat
Bellingham Herald
Bradenton Herald
Centre Daily Times
Charlotte Observer
Columbus Ledger-Enquirer
Fresno Bee

The Herald - Rock Hill
Herald Sun - Durham
Idaho Statesman
Island Packet
Kansas City Star
Lexington Herald-Leader
Merced Sun-Star
Miami Herald

el Nuevo Herald - Miami
Modesto Bee
Raleigh News & Observer
The Olympian
Sacramento Bee
Fort Worth Star-Telegram
The State - Columbia
Sun Herald - Biloxi

Sun News - Myrtle Beach
The News Tribune Tacoma
The Telegraph - Macon
San Luis Obispo Tribune
Tri-City Herald
Wichita Eagle

AFFIDAVIT OF PUBLICATION

Account #	Order Number	Identification	Order PO	Amount	Cols	Depth
33468	426558	Print Legal Ad-IPL01247570 - IPL0124757		\$32.70	1	12 L

Attention: JESSICA VERSIGA

GULFPORT CITY HALL
1410 24 TH AVENUE
GULFPORT, MS 39501

jversiga@gulfport-ms.gov

PROPOSED SOLE SOURCE ADVERTISEMENT

The City of Gulfport, MS is announcing the proposed sole source Paratech Strut Systems. Justification of said purchase may be found at www.gulfport-ms.gov.
Publish Dates:
06/7/2023
6/14/2023
IPL0124757
Jun 7,14 2023

STATE OF MISSISSIPPI COUNTY OF HARRISON

Before me, the undersigned Notary of Dallas County, Texas personally appeared Stefani Beard, who, being by me first duly sworn, did depose and say that she is a clerk of The Sun Herald, a daily newspaper published in the city of Gulfport, in Harrison County, Mississippi and the publication of the notice, a copy of which is hereto attached, has been made in said paper in the issue(s) of:

2 insertion(s) published on:
06/07/23, 06/14/23

Affidavit further states on oath that said newspaper has been established and published continuously in said county for a period of more than twelve months next prior to the first publication of said notice.

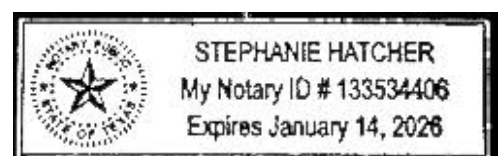
Stefani Beard

Sworn to and subscribed before me this 14th day of June in the year of 2023

Stephanie Hatcher

Notary Public

* The Sun Herald has been deemed eligible for publishing legal notices in Jackson County to meet the requirements of Miss. Code 1972 Section 13-3-31 and 13-3-32.



Extra charge for lost or duplicate affidavits.
Legal document please do not destroy!

There came on for consideration at a duly constituted meeting of the Mayor and Members of the City Council of the City of Gulfport, Mississippi, held on the ____ day of _____, 2023, the following Resolution:

A RESOLUTION BY THE GULFPORT CITY COUNCIL APPROVING AGREEMENT WITH CARTER GREEN INVESTMENTS, LLC, FOR USE OF REAL PROPERTY FOR PARKING FOR GULFPORT'S 125TH ANNIVERSARY CELEBRATION, AND FOR RELATED PURPOSES

WHEREAS, the City of Gulfport, in July 2023, turn 125 years old and the City has planned a celebration of that anniversary for July 29, 2023, in Jones Park with offerings including family-friendly activities, live local music, and food trucks serving our local delicacies, as well as a fireworks show to end the celebration; and

WHEREAS, because of the anticipated response to the City's 125th Anniversary Celebration, the City requires additional areas for parking, and has used in the past for other events including the Harbor Lights Winter Festival and desires to use for the 125th Anniversary Celebration certain real property owned by the Gulfport Redevelopment Commission and leased to Carter Green Investments, LLC, for said parking; and

WHEREAS, the Gulfport Redevelopment Commission and Carter Green Investments, LLC, have agreed to allow the City to use the said property for Festival parking according to the terms and conditions of a license agreement, attached hereto as Exhibit "A"; and

WHEREAS, it is in the best interest of the City to approve the proposed license agreement with the Gulfport Redevelopment Commission and Carter Green Investments, LLC, concerning the use of the real property described therein for parking for the 125th Anniversary Celebration.

NOW THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF GULFPORT, MISSISSIPPI, AS FOLLOWS, TO WIT:

Section 1. That the matters, facts and things recited in the Preamble hereto are hereby adopted as the official findings of the Governing Authority.

Section 2. That the proposed license agreement with the Gulfport Redevelopment Commission and Carter Green Investments, LLC, concerning the use of real property for parking for the 125th Anniversary Celebration be and the same is hereby approved and the Mayor or his designee (Chief Administrative Officer) are hereby authorized to execute and deliver the same on behalf of the City of Gulfport.

Section 3. That this Resolution be, and it is hereby ordered to be spread on the minutes of the governing Authority, and to be in full force and effect immediately upon its passage and enactment according to law.

The above and foregoing Resolution, after having been first reduced to writing and ready by the Clerk, was introduced by _____, seconded by _____, and was adopted by the following roll call vote:

AYES

NAYS

ABSENT

WHEREUPON, the President declared the motion carried and the Resolution adopted this the _____ day of _____, 2023.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF THE COUNCIL

PRESIDENT

The above and foregoing Resolution was submitted to and approved by the Mayor, this the _____ day of _____, 2023.

APPROVED:

MAYOR

Use Access License Agreement ("Agreement")

The City of Gulfport Mississippi ("User") has requested access to the certain paved and non-paved portions of space contained within the 4.360 acre tract of land owned by the Gulfport Redevelopment Commission, the urban renewal agency of the City of Gulfport ("GRC") and currently leased to Carter Green Investments, LLC, a Mississippi limited liability company ("Lessee"), pursuant to that certain Amended and Restated Ground Lease dated September 1, 2019 ("Ground Lease"), located in the vicinity of the Bert Jones Yacht Basin, Gulfport, Mississippi (the "Property") for the purpose of event parking and pedestrian access to Jones Park and the User's 125th Anniversary Celebration and other surrounding public areas (the "Event"). Limited access rights are being granted pursuant to the specific terms and provisions of this Agreement.

The following is the contact information for:

User:

Name of Contact Person: Leonard Papania
Email Address: lpapania@gulfport-ms.gov
Physical Address: P.O. Box 1780
Gulfport, Mississippi 39502

Alternate Contact Person: Jeff Bruni
Email Address: jbruni@gulfport-ms.gov

Lessee:

Name of Contact Person: Rick Carter
Email Address: jcarterco@aol.com
Physical Address: P.O. Box 1600
Gulfport, Mississippi 39502

Alternate Contact Person: Michael E. Bruffey
Email Address: mike.bruffey@islandviewcasino.com

GRC:

Name of Contact Person: Meadows, Carole Lynn
Email Address: carole.meadows@mgccc.edu
Physical Address: 2309 15th Street
Gulfport, Mississippi 39501

Alternate Contact Person: Steve Hendrix
Email Address: Steve.Hendrix@butlersnow.com

Lessee hereby grants a limited right of access upon the terms and conditions contained herein and to which User agrees and GRC consents, intending to be legally bound, as follows:

1. **License to Access Property:** Lessee hereby grants a revocable license to User to use the common unimproved areas of the Property, to include the paved and non-paved parking areas, solely for the purpose of the Event. Such license and access will be used by User only for the designated purpose and no other. Access will be limited to these portions of the Property on the following date(s): July 29, 2023 (“**Term**”) with the understanding that User will keep the Property in good repair and repair any damage that may be caused to the Property at the end of this Term. It is not the intention or agreement of the undersigned by their assent hereto to request or grant access to the Property for any other purpose or for any other time periods. **User is accepting the Property in its current condition, on an “AS IS, WHERE IS” basis with all faults. User shall have all the risk of use during the Event as if it is the owner.**

2. **No Fees:** Lessee hereby agrees to allow the use described herein at no cost or fee.

3. **Licensure and Certification:** User hereby certifies that it has all approvals and certificates required by law to undertake the Event.

4. **Proper Conduct and Use:**

a) User shall operate and conduct itself and cause its agents, representatives, invitees and guests to conduct themselves in accordance with all applicable laws and in a manner so as not to cause any harm to persons or property. User shall at all times conduct such Event in a manner so as to not cause damage, loss, cost or expense to the Lessee, GRC or the Property.

b) User shall immediately restore and clean up the affected portions of the Property that are within the scope of this Agreement to their condition as existed immediately preceding such Event.

c) User shall not interfere with the business of Lessee or tenants of the buildings, if any.

d) Parking availability is not guaranteed and shall be limited to designated parking areas.

e) User has been advised and acknowledges that there are no utility or sanitary services currently available on the Property, including, without limitation, electricity, water, sewer or restroom facilities. User will be required to independently make arrangements for any and all necessary utility and sanitary services, including water and sanitary restroom facilities.

f) The User shall be solely responsible for obtaining all security for the Event. Neither the Lessee nor the GRC shall have any obligation to provide any security of any type.

5. **Special Events or Hazards:** No special events or activities shall be held in connection with the Event that are excluded from User’s public liability insurance coverage, unless a separate policy is furnished for the excluded activities naming the Lessee and GRC as insured and fulfilling the same requirements and limits as specified below. The Lessee and GRC shall have the right to refuse to allow any special activity deemed by either party in its sole discretion to be extra hazardous in nature. The Lessee and GRC shall have the unconditional right to refuse to approve any policy of insurance, or the holding of any Event or part thereof, where the Lessee or GRC is not adequately insured against the risk involved as determined by the Lessee or GRC in its sole discretion.

6. Possession and Responsibility: User assumes full possession and control of that portion or those portions of the Property to be exercised according to this Agreement. User assumes full and sole responsibility for the Event and including all risks relating to the Event, any and all accidents on that portion or those portions of the Property permitted to be used by way of this Agreement, and liability for all losses, expenses, damages, demands and claims, if any, in connection with or arising out of any personal injury, including death, or damage or claims of damage to Property sustained or claims to have been sustained in connection with or to have arisen out of conduct of the business or activity by User on or about the Property. User agrees to take all reasonable steps to avoid creation of a hazard.

7. Insurance: To the extent necessary or prudent, User represents and warrants that it carries and maintains special event liability insurance relating to the Event. Each liability policy shall include an "Additional Insured Endorsement" in favor of the Lessee and GRC, as well as its commissioners and agents thereof.

8. Notice of any Claim: In the event of any event, fact or occurrence which may lead to any claim of injury, theft or damage or any threat of any such claim by either User or a third party, User will immediately notify Lessee and GRC in writing of such matter, including reasonable details regarding the time, nature and amount of any such claim and all events relating thereto.

9. Status as Independent Contractor: None of the provisions of this Agreement are intended to create (nor shall be deemed or construed to create) any relationship between the parties other than that of independent entities contracting with each other solely for the purpose of effecting the provisions of this Agreement. Neither of the parties hereto, nor any of their respective officers, directors, employees, commissioners or agents, shall have authority to bind the other in any manner. The relationship of the parties hereto is that of licensor and licensee, and it is expressly understood and agreed that neither Lessee nor GRC in any way or for any purpose shall become or deemed to be a partner or joint venturer with User.

This Agreement shall be governed by the law of the State of Mississippi. It is understood and acknowledged by the parties that nothing in this Agreement waives or limits or shall be construed to waive or limit any immunities or exemptions from liability afforded to the User under state and/or federal law. The obligations of User set forth above shall survive termination of the event for the applicable statute of limitations period. This Agreement together with the Policies represents the entire agreement of the parties and may not be assigned or modified in any manner without the prior written consent of each of the undersigned. The GRC is an intended third party beneficiary with respect to the benefits running to the GRC as contemplated herein.

[Signature page follows]

The undersigned hereby each represent that they each have authority to execute and delivery this Agreement. Upon execution by both parties, this Agreement will immediately become a binding obligation upon each party enforceable in accordance with its terms. GRC is executing this Agreement for the purpose of consenting to the use as contemplated herein.

IN WITNESS WHEREOF the undersigned have executed this Agreement as of the date set forth below.

User:

City of Gulfport Mississippi

By: _____

Name: _____

Title: _____

Date: _____

GRC:

Gulfport Redevelopment Commission

By: _____

Name: _____

Title: _____

Date: _____

Lessee:

Carter Green Investments, LLC

By: _____

Name: _____

Title: _____

Date: _____

[Signature Page to Use Access License Agreement]

There came on for consideration at a duly constituted meeting of the Mayor and Members of the City Council of the City of Gulfport, Mississippi, held on the ____ day of _____, 2023, the following Resolution:

A RESOLUTION BY THE GULFPORT CITY COUNCIL TO APPROVE AWARD TO AND ENGINEERING SERVICES CONTRACT WITH COVINGTON CIVIL AND ENVIRONMENTAL, LLC, FOR ENGINEERING SERVICES IN CONNECTION WITH THE RICHARDS BAYOU DREDGING PROJECT, AND FOR RELATED PURPOSES

WHEREAS, the City of Gulfport desires to undertake the Richards Bayou Dredging Project, a project intended to improve drainage by dredging the existing canal and to allow for recreational boat traffic; and

WHEREAS, pursuant to authority of this City Council, the City solicited proposals for the Richards Bayou Dredging Project and received proposals from five (5) firms; and

WHEREAS, after referral to and grading by a selection committee, Covington Civil and Environmental, LLC, was selected as the highest scoring firm and recommended for award by Jessica Versiga, Purchasing Agent, and Wayne Miller, City Engineer, as set forth in the supporting documentation; and

WHEREAS, the Council finds that it is in the best interest of the City to award the contract for engineering services related to the Richards Bayou Dredging Project to Covington Civil And Environmental, LLC, and to approve an agreement with Covington Civil and Environmental, LLC, concerning the same (see Exhibit "A" attached hereto).

NOW THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF GULFPORT, MISSISSIPPI, AS FOLLOWS:

SECTION 1. That the matters, facts, and things recited in the Preamble hereto are hereby adopted as the official findings of the Governing Authority.

SECTION 2. That the award of the contract for engineering services related to the Richards Bayou Dredging Project, be and the same is hereby approved and the proposed Engineering Services

Contract between Covington Civil and Environmental, LLC, and the City be and it is hereby approved and found to be in the best interest of the City, and the Mayor (or his designee) is, hereby, authorized to execute the same on behalf of the City of Gulfport.

SECTION 3. That this Resolution be, and it is hereby ordered to be spread on the minutes of the governing Authority, and to be in full force and effect immediately upon its passage and enactment according to law.

The above and foregoing Resolution, after having been first reduced to writing and read by the Clerk, was introduced by _____, seconded by _____, and was adopted by the following roll call vote:

AYES

NAYS

ABSENT

WHEREUPON, the President declared the motion carried and the Resolution adopted this the _____ day of _____, 2023.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF THE COUNCIL

PRESIDENT

The above and foregoing Resolution was submitted to and approved by the Mayor, this the _____ day of _____, 2023.

APPROVED:

MAYOR

Memorandum – City of Gulfport



PUBLIC WORKS & ENGINEERING

To: Mayor Billy Hewes and Members of the City Council

CC: Leonard Papania, CAO
Todd Harman, CPA, Director of Finance and Accounting
Tyler Gentry, Assistant Director of Public Works – Operations
Jeremy Harrison, P.E., Assistant City Engineer
Jessica Versiga, Purchasing Agent
Randy Wales, Director of Leisure Services
Legal Department

From: Wayne E. Miller, P.E., Director of Public Works and Engineering

WEM

Date: July 7, 2023

Re: Recommendation to Approve Covington Civil & Environmental, LLC
– Richards Bayou Dredging Project (Tidelands Grant)

Attached for your consideration is the Engineering Services Contract for the referenced project in the Not-to-Exceed amount of \$68,500.00. The scope of services includes, but is not limited to, survey, geotechnical evaluation, engineering and construction document development, environmental and permitting, bid phase services, construction administration, and resident project representation.

I recommend approval of this contract.

Attachments:

1. Engineering Services Contract

ENGINEERING SERVICES CONTRACT

Richards Bayou Dredging Project

THIS CONTRACT is made and entered into by and between the ***City of Gulfport***, a body Corporate of the State of Mississippi (the "CITY"), and, ***Covington Civil & Environmental, LLC***, (the "CONSULTANT"), a ***Mississippi*** Corporation, duly registered to do business in the State of Mississippi, whose address for mailing is 2300 14th Street, Gulfport, MS 39501, effective as of the date of latest execution below.

WITNESSETH:

WHEREAS, the CITY proposes to perform channel dredging, as provided for in the Richards Bayou Dredging Project, hereinafter called the "PROJECT"; and,

WHEREAS, the CITY desires to engage a qualified and experienced CONSULTANT to perform engineering services in connection with the PROJECT, all of which are hereinafter called the "SERVICES"; and,

WHEREAS, the CONSULTANT has represented to the CITY that it is experienced and qualified to provide those services, and the CITY has relied upon such representation; and,

WHEREAS, the CONSULTANT herein was chosen for their expertise in performing the services in connection with the PROJECT and found satisfactory by the CITY; which is now desirous of entering into a contract;

WHEREAS, the CONSULTANT herein was chosen through the Consultant Selection Process with ultimate approval by the Gulfport City Council; to the end that both parties are now desirous of entering into a contract; and

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein and for other good and valuable considerations flowing unto the parties, the receipt and sufficiency of which is hereby acknowledged, the CITY and the CONSULTANT do hereby contract and agree as follows:

ARTICLE I. GENERAL RECITALS

CONSULTANT shall, for the agreed fees, furnish all engineering services and materials required to perform the tasks described in the Scope of Work for the proposed Richards Bayou Dredging project. In so doing, CONSULTANT shall meet the current industry standards as to general format and content and in addition thereto, any special requirements of the CITY.

THE CITY, in support of CONSULTANT will provide the CONSULTANT a Scope of Work shown in "**Exhibit 2**" hereto and any other data which may be of assistance to CONSULTANT and within the possession and control of the CITY.

Manuals, guides, and specifications applicable to this CONTRACT shall be those approved and/or adopted by the CITY and in effect on the effective date of this CONTRACT, unless otherwise specified in this Contract or subsequently directed by the CITY during the course of the CONTRACT.

ARTICLE II. SCOPE OF WORK

The CONSULTANT shall conduct the SERVICES in accordance with the Scope of Work attached to this CONTRACT as "Exhibit 2" and made a part hereof as if fully set forth herein. The performance of the SERVICES referred to in "Exhibit 2" shall be the primary basis for measurement of performance under this CONTRACT. The CITY specifically reserves the right and privilege to enlarge or reduce the scope; or to cancel this CONTRACT at any time.

ARTICLE III. CONTRACT TERM

This CONTRACT shall commence upon the latest date of execution below and continue until such time as the above named project is successfully completed at which time this CONTRACT shall absolutely and finally terminate.

During the term of this CONTRACT, the CITY reserves the right to terminate this CONTRACT in whole or in part, at any time, with or without cause, upon seven (7) days written notice to the CONSULTANT, notwithstanding any just claims by the CONSULTANT for payment of SERVICES rendered prior to the date of termination. The CITY shall be liable only for the costs, fees and expenses for demobilization and close out of contract, based on actual time and expenses incurred by CONSULTANT in the packaging and shipment of all documents covered by this CONTRACT to the CITY. In no event shall the CITY be liable for lost profits or other consequential damages.

ARTICLE IV. TIME OF PERFORMANCE

TIME IS OF THE ESSENCE IN THIS CONTRACT. The CONSULTANT shall be prepared to perform its responsibilities for providing SERVICES commencing on the date of execution of the CONTRACT.

The CONSULTANT has submitted a proposed project schedule to the CITY which has been incorporated herein as a part of "Exhibit 2", which when approved by final execution of this CONTRACT shall control the evaluation of the CONSULTANT's progress on this PROJECT.

ARTICLE V. RELATIONSHIP OF THE PARTIES

The relationship of the CONSULTANT to the CITY is that of an independent contractor, and said CONSULTANT, in accordance with its status as an independent contractor, covenants and agrees that it will conduct itself consistent with such status, that it will neither hold itself out as, nor claim to be, an officer or employee of the CITY by reason hereof. The CONSULTANT will not by reason hereof, make any claim, demand or application or for any right or privilege applicable to an officer or employee of the CITY, including but not limited to workers' compensation coverage, unemployment insurance benefits, social security coverage, retirement membership or credit, or any form of tax withholding whatsoever.

All notices, communications, and correspondence between the CITY and the CONSULTANT shall be directed to the key personnel and agents designated in this contract.

ARTICLE VI. COMPENSATION, BILLING & AUDIT

A. Cost and Fees

The CONSULTANT shall be paid on the basis set forth in "Exhibit 3" to this CONTRACT. Under no circumstances shall the CITY be liable for any amounts, including any costs, which exceed the maximum dollar amount of compensation that is specified in and set forth in "Exhibit 3".

B. Monthly Billing

The CONSULTANT may submit monthly billing to the CITY. Each billing shall be submitted on the basis as set forth in "Exhibit 3" to this CONTRACT.

If SERVICES are rendered within a given City fiscal year, an invoice requesting payment from the CONSULTANT shall be presented to the CITY within 60 days of the end of the City fiscal year.

The CONSULTANT further agrees that CITY or any other Federal Agency may audit the same records at any time during the life of the CONTRACT and up to three years thereafter, should the funding source for all or any part of the CONTRACT be funds of the United States of America.

C. Record Retention

The CONSULTANT shall maintain all time and expense records incurred on the PROJECT and used in support of its proposal and shall make such material available at all reasonable times during the period of the CONTRACT and for three years from the date of final payment under this CONTRACT for inspection by the CITY, and copies thereof shall be furnished upon request, at the CITY's expense. The CONSULTANT agrees that the provisions of this Article shall be included in any CONTRACT it may make with any subcontractors, assignees or transferees.

D. Retainage

The CITY shall retain the final 5% of the CONSULTANT's Fee until the final payment request has been received and an audit of the total PROJECT cost to date has been completed by the CITY or its designee.

ARTICLE VII. FINAL PAYMENT

The CONSULTANT shall clearly indicate on its last Invoice for the CONTRACT that the Invoice is "FINAL". The CITY will confirm that the CONTRACT is ready to be closed and the "FINAL" Invoice may be paid. All "FINAL" invoices shall pay any retainage withheld on the CONTRACT. However, under no circumstances will the total amount paid exceed the maximum not to exceed amount established for the CONTRACT. The CONSULTANT agrees that acceptance of the final payment shall be in full and final settlement of all claims arising against the CITY for work done, documents furnished, cost incurred, or otherwise arising out of this CONTRACT and shall release the CITY from any and all further claims of whatever nature, whether known or unknown, for and on account of said CONTRACT, including payment for any and all work done, and labor and material furnished in connection with the same. The CONSULTANT shall submit their "FINAL" invoice no later than 45 days following termination of the CONTRACT.

ARTICLE VIII. REVIEW OF WORK

Authorized representatives of the CITY may at all reasonable times review and inspect the SERVICES under this CONTRACT and any addenda or amendments thereto.

All reports, drawings, studies and maps prepared by and for the CONSULTANT, shall be made available to authorized representatives of the CITY for inspection and review at all reasonable times in the General Offices of the CITY. Acceptance by the CITY shall not relieve the CONSULTANT of its professional obligation to correct, at its expense, any of its breaches, errors and/or omissions, in the final version of the work.

The CONSULTANT shall be responsible for performance of and compliance with all terms of this CONTRACT, including the Scope of Work and other exhibits, and including any technical specifications and special requirements of the CITY, and shall be responsible for errors and/or omissions, including those as to conduct and care, format and content, for all aspects of the CONTRACT, and including professional quality and technical accuracy of all designs, drawings, specifications, and other services furnished by the CONSULTANT.

Failure to comply with any terms of this CONTRACT shall be corrected by the CONSULTANT without additional compensation.

If any breach of CONTRACT, is discovered by CITY personnel after final acceptance of the work by the CITY, then the CONSULTANT shall, without additional compensation, cure any deficiency or breach including errors and/or omissions in designs, plans, drawings, specifications, or other services.

In the event that the project schedule requires that a breach of this CONTRACT be corrected by someone other than the CONSULTANT then the actual costs incurred by the CITY for such corrections shall be the responsibility of the CONSULTANT. The CITY shall give the CONSULTANT an opportunity to correct said breach unless (1) the CITY determines, in its sole discretion, that the CONSULTANT cannot cure the breach within the schedule established by the CITY, or (2) the CITY determines, in its sole discretion, that the CONSULTANT cannot cure the breach to the satisfaction of the CITY.

In the event that the CONSULTANT breaches this CONTRACT, and the breaches of the CONSULTANT are discovered during the construction phase, then an accounting of all costs incurred by the CITY resulting from such breach, including errors and/or omissions, will be made and such amount will be recovered from the CONSULTANT.

ARTICLE IX. RESPONSIBILITIES FOR CLAIMS AND LIABILITY

The CONSULTANT shall indemnify, defend and hold harmless the CITY and all its officers, agents and employees from any claim, loss, damage, cost, charge or expense arising out of any negligent act, actions, neglect or omission by the CONSULTANT, its agents, employees, or subcontractors during the performance of this CONTRACT, whether direct or indirect, and whether to any person or property for which CITY or said parties may be subject, except that neither the CONSULTANT nor any of his agents or subcontractors will be liable under this provision for damages arising out of the injury or damage to persons or property solely caused or resulting from the negligence of the CITY or any of its officers, agents or employees.

The CONSULTANT'S obligations under this Article, including the obligations to indemnify, defend, hold harmless, pay reasonable attorney fees or, at the CITY'S option, participate and associate with the CITY in the defense and trial or arbitration of any damage claim, lien or suit and any related settlement negotiations, shall be initiated by the CITY'S notice of claim for indemnification to the CONSULTANT. Only an adjudication or judgment after the highest appeal is exhausted specifically finding the CITY entirely responsible shall excuse performance of this provision by the CONSULTANT. In such case, the CITY shall pay all costs and fees related to this obligation and its enforcement. Should there be a finding of dual or multiple liability, costs and fees shall be apportioned accordingly.

In conjunction herewith, the CITY agrees to notify CONSULTANT in writing as soon as practicable after receipt or notice of any claim involving CONSULTANT. These indemnities shall not be limited by reason of the listing of any insurance coverage below.

ARTICLE X. INSURANCE

Prior to beginning the work, the CONSULTANT shall obtain and furnish certificates to the CITY for the following minimum amounts of insurance:

- A. Workers' Compensation Insurance in accordance with the laws of the State of Mississippi.
- B. Public Liability Insurance in an amount not less than one million dollars (\$1,000,000.00) on account of any one occurrence.
- C. Property Damage Insurance in an amount not less than five hundred thousand dollars (\$500,000.00) from damages on account of any one occurrence, with an aggregate limit of not less than one million dollars (\$1,000,000.00).
- D. Valuable Documents Insurance, whether as a part of the property damage insurance referenced above or as separate insurance, in an amount sufficient to cover all costs associated with repairing, restoring or replacing any documents kept or created by Consultant as a part of the Services, in the event of casualty to, or loss or theft of such documents.
- E. Errors and Omissions Insurance, in an amount not less than one million dollars (\$1,000,000.00) per incident; one million dollars (\$1,000,000.00) aggregate.

- F. Comprehensive Automobile Liability Insurance, with a combined single limit for bodily injury and property damage of not less than one million dollars (\$1,000,000.00) per incident with respect to CONSULTANT's (owned, hired or non-owned) vehicles, assigned to or used in the performance of services.

The CITY shall be listed as a certificate holder of insurance on any of the insurance required under this CONTRACT.

In the event that the CONSULTANT retains any subcontractor or other personnel to perform SERVICES or carry out any activities under or incident to work on any project or phase of this CONTRACT, CONSULTANT agrees to obtain from said subcontractor or other personnel, certificates of insurance demonstrating that said subcontractor or other personnel has all of the above coverage, or to include said subcontractor or other personnel within CONSULTANT's coverage for the duration of said PROJECT or phase for which said subcontractor or other personnel is employed.

The Insurance coverage recited above shall be maintained in full force and effect by CONSULTANT during the life of this CONTRACT. Should CONSULTANT cease to carry the errors and omissions coverage listed above for any reason, it shall obtain "tail" coverage at the same limits for a period of not less than three (3) years subsequent to policy termination or contract termination, whichever is longer. Should CONSULTANT change insurance carriers for errors and /or coverage, it shall obtain a "retroactive coverage" endorsement from its new insurance carrier.

Insurance carriers must be properly licensed and/or must hold a Certificate of Authority from the Mississippi Department of Insurance.

A certificate of insurance acceptable to the CITY shall be issued to the CITY by the CONSULTANT prior to the execution of this CONTRACT by the CONSULTANT and thereafter on an annual basis for the duration of this CONTRACT as evidence that policies providing the required coverage, conditions and limits are in full force and effect. Such certificate shall identify this CONTRACT and contain provisions that coverage afforded under the policies will not be cancelled, terminated, or materially altered until at least thirty (30) days prior written notice has been given to the CITY.

The CONSULTANT will furnish certified copies, upon request, of any or all of the policies and/or endorsements to the CITY prior to the execution of this CONTRACT and thereafter on an annual basis for the duration of this CONTRACT.

The CONSULTANT shall provide the CITY any and all documentation necessary to prove compliance with the insurance requirements of this CONTRACT as such documentation is requested, from time to time, by the CITY.

If the CONSULTANT fails to procure or maintain required insurance, the CITY may immediately elect to terminate this CONTRACT or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, and all monies so paid by the CITY shall be repaid by the CONSULTANT to the CITY upon demand, or the CITY may offset the cost of the premiums against any monies due to the CONSULTANT from the CITY.

ARTICLE XI. COVENANT AGAINST CONTINGENT FEES AND LOBBYING

The CONSULTANT shall comply with the relevant requirements of all federal, state or local laws. The CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this CONTRACT, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the CONSULTANT, any fee commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award or making of the CONTRACT. The CONSULTANT warrants that it shall not contribute any money, gift or gratuity of any kind, either directly or indirectly to any employee of the CITY.

For breach or violation of this warranty, the CITY shall have the right to terminate this CONTRACT without liability, and the CONSULTANT shall forfeit any sums due hereunder at the time of such breach and may be barred from performing any future services for the CITY or participating in any future contracts with the CITY.

ARTICLE XII. EMPLOYMENT OF CITY'S PERSONNEL

The CONSULTANT shall not employ any person or persons in the employ of the CITY for any work required by the terms of this CONTRACT, without the written permission of the CITY, except as may otherwise be provided for herein.

ARTICLES XIII. MODIFICATION

If, prior to the satisfactory completion of the SERVICES under this CONTRACT, the CITY materially alters the scope, character, complexity or duration of the SERVICES from those required under this CONTRACT, a supplemental agreement may be executed between the parties. Also, a supplemental agreement may be executed between the parties in the event that both parties agree the CONSULTANT's compensation should be increased due to an unanticipated increase in the nature, scope or amount of work necessary to properly provide the SERVICES required on any particular phase or project begun hereunder.

Oral agreements or conversations with the CITY, any individual member of the CITY, officer, agent, or employee of the CITY, either before or after execution of this CONTRACT, shall not affect or modify any of the terms or obligations contained in this CONTRACT. All modifications to this CONTRACT, amendments or addenda thereto must be submitted in writing and signed by the parties thereto before any work is commenced.

The CONSULTANT may not begin work on any modifications, amendments, or addenda prior to receiving a Notice to Proceed.

Minor changes in the proposal which do not involve changes in the compensation, extensions of time or changes in the goals and objectives of the CONTRACT may be made by written notification of such change by either the CITY or the CONSULTANT to the other party, and shall become effective upon written acceptance thereof (i.e. letter agreement).

ARTICLE XIV. SUBLETTING, ASSIGNMENT OR TRANSFER

It is understood by the parties to this CONTRACT that the work of the CONSULTANT is considered personal by the CITY. The CONSULTANT shall not assign, sublet or transfer any or all of its interest in this CONTRACT without prior written approval of the CITY. Under no circumstances will CONSULTANT be allowed to sublet more than 60% of the work required under this contract. It is clearly understood and agreed that specific projects or phases of the work may be sublet in their entirety provided that CONSULTANT performs at least 40% of the overall contract with its own forces. Consent by the CITY to any subcontract shall not relieve CONSULTANT from any of its obligations hereunder, and CONSULTANT is required to maintain final management responsibility with regard to any such subcontract.

The CITY reserves the right to review all subcontract documents prepared in connection with this CONTRACT, and the CONSULTANT agrees that it shall submit to the CITY any proposed subcontract document together with subcontractor cost estimates for review and written concurrence of the CITY in advance of their execution.

ARTICLE XV. OWNERSHIP OF PRODUCTS AND DOCUMENTS AND WORK MADE FOR HIRE

The CONSULTANT agrees that all reports, computer information and access, drawings, studies, notes, maps and other data, prepared by and for them under the terms of this CONTRACT shall be delivered to, become and remain in the property of the CITY upon creation and shall be delivered to the CITY upon termination or completion of work, or upon request of the CITY regardless of any claim or dispute between the parties. All such data shall be delivered within thirty (30) days of receipt of a written request by the CITY.

The CONSULTANT and the CITY intend and agree that this CONTRACT to be a contract for services and each party considers the products and results of the services to be rendered by the CONSULTANT hereunder, including any and all material produced and/or delivered under this CONTRACT (the "Work"), to be a "work made for hire" under U.S. copyright and all applicable laws. The CONSULTANT acknowledges and agrees that the CITY owns all right, title, and interest in and to the Work including, without limitation, the copyright thereto and all trademark, patent, and all intellectual property rights thereto.

If for any reason the Work would not be considered a work made for hire under applicable law, or in the event this CONTRACT is determined to be other than a contract or agreement for a work made for hire, the CONSULTANT does hereby transfer and assign to the CITY, and its successors and assigns, the entire right, title, and interest in and to any Work prepared hereunder including, without limitation, the following: the copyright and all trademark, patent, and all intellectual property rights in the Work and any registrations and copyright, and/or all other intellectual property, applications relating thereto and any renewals and extensions thereof; all works based upon, derived from, or incorporating the Work; all income, royalties, damages, claims, and payments now or hereafter due or payable with respect thereto; all causes of action, either in law or in equity, for past, present, or future infringement based on the copyrights and/or all other intellectual property; all rights, including all rights to claim priority, corresponding to the foregoing in the United States and its territorial possessions and in all foreign countries. The CONSULTANT agrees to execute all papers and perform such other proper acts as the CITY may deem necessary to secure for the CITY or its designee the rights herein assigned.

The CITY may, without any notice or obligation of further compensation to the CONSULTANT, publish, re-publish, anthologize, use, disseminate, license, or sell the Work in any format or medium now known or hereafter invented or devised. The CITY'S rights shall include, without limitation, the rights to publish, re-publish, or license a third party to publish, re-publish, or sell the Work in print, on the World Wide Web, or in any other electronic or digital format or database now known or hereafter invented or devised, as a separate isolated work or as part of a compilation or other collective work, including a work different in form from the first publication, and to include or license a third party to include the Work in an electronic or digital database or any other medium or format now known or hereafter invented or devised.

The CONSULTANT shall obtain any and all right, title, and interest to all input and/or material from any third party subconsultant, or any other party, who may provide such input and/or material to any portion of the Work so that said right, title, and interest, and all such interest in and to the Work including, without limitation, the copyright thereto and all trademark, patent, and all intellectual property rights thereto, shall belong to the CITY.

For any intellectual property rights currently owned by third parties or by the CONSULTANT and not subject to the terms of this CONTRACT, the CONSULTANT agrees that it will obtain or grant royalty-free, nonexclusive, irrevocable license(s) for or to the CITY at no cost to the CITY to use all copyrighted or copyrightable work(s) and all other intellectual property which is incorporated in the material furnished under this CONTRACT. Further, the CONSULTANT warrants and represents to the CITY that it has obtained or granted any and all such licensing prior to presentation of any Work to the CITY under this CONTRACT. This obligation of the CONSULTANT does not apply to a situation involving a third party who enters a license agreement directly with the CITY.

The CONSULTANT warrants and represents that it has not previously licensed the Work in whole or in part to any third party and that use of the Work in whole or in part will not violate any rights of any kind or nature whatsoever of any third party. The CONSULTANT agrees to indemnify and hold harmless the CITY, its successors, assigns and assignees, and its respective officers, directors, agents and employees, from and against any and all claims, damages, liabilities, costs and expenses (including reasonable attorneys' fees), arising out of or in any way connected with any breach of any representation or warranty made by CONSULTANT herein.

ARTICLE XVI. PUBLICATION AND PUBLICITY

The CONSULTANT agrees that it shall not for any reason whatsoever communicate to any third party in any manner whatsoever concerning any of its CONTRACT work product, its conduct under the CONTRACT, the results or data gathered or processed under this CONTRACT, which includes, but is not limited to, reports, computer information and access, drawings, studies, notes, maps and other data prepared by and for the CONSULTANT under the terms of this CONTRACT, without prior written approval from the CITY, unless such release or disclosure is required by judicial proceeding. The CONSULTANT agrees that it shall immediately refer any third party who requests such information to the CITY and shall also report to the CITY any such third party inquiry. This Article shall not apply to information in whatever form that comes into the public domain, nor shall it restrict the CONSULTANT from giving notices required by law or complying with an order to provide information or data when such order is issued by a court, administrative agency or other authority with proper jurisdiction, or if it is reasonably necessary for the CONSULTANT to defend itself from any suit or claim.

IT IS FURTHER AGREED, that all approved releases of information, findings, and recommendations shall include a disclaimer provision and that all published reports shall include that disclaimer on the cover and title page in the following form:

The opinions, findings, and conclusions in this publication are those of the author(s) and not necessarily those of the CITY OF GULFPORT.

ARTICLE XVII. CONTRACT DISPUTES

This CONTRACT shall be deemed to have been executed in Harrison County, Mississippi, and all questions including, but not limited to, questions of interpretation, construction and performance shall be governed by the laws of the State of Mississippi, excluding its conflicts of laws provisions, and any litigation with respect to this CONTRACT shall be brought in a court of competent jurisdiction in **Harrison County**, State of Mississippi. The CONSULTANT expressly agrees that under no circumstances shall the CITY be obligated to or responsible for payment of an attorney's fee for the cost of legal action to or on behalf of the CONSULTANT.

ARTICLE XVIII. COMPLIANCE WITH APPLICABLE LAW

- A. The undersigned certify that to the best of their knowledge and belief, the foregoing is in compliance with all applicable laws.
- B. The CONSULTANT shall observe and comply with all applicable federal, state, and local laws, rules and regulations, policies and procedures, ordinances, and orders and decrees of bodies or tribunals of the United States of America or any agency thereof, the State of Mississippi or any agency thereof, and any local governments or political subdivisions, that are in effect at the time of the execution of this CONTRACT or that may later become effective.
- C. The CONSULTANT shall not discriminate against any employee nor shall any party be subject to discrimination in the performance of this CONTRACT because of race, creed, color, sex, national origin, age or disability.
- D. IT IS FURTHER SPECIFICALLY AGREED that the CONSULTANT shall comply and shall require its subcontractors to comply with the regulations for COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964, as amended, and all other applicable federal regulations as stated in "Exhibit 4" which is incorporated herein by reference.
- E. It is agreed that the CONSULTANT will comply with the provisions set forth in Department of Transportation, 49 CFR, Section 18, Et Seq., regarding Uniform Administrative Requirements for Grants and Cooperative agreements in its administration of this CONTRACT or any subcontract resulting herefrom.

- F. The CONSULTANT agrees that it will abide by the provisions of 49 CFR Section 26 regarding disadvantaged business enterprises and include the certification made in "Exhibit 4" to this CONTRACT in any and all subcontracts which may result from this CONTRACTS.
- G. The CONSULTANT shall comply and shall require its subconsultants to comply with Code of Federal Regulations CFR 23 Part 634 - Worker Visibility – as stated in "Exhibit 4".
- H. IMMIGRANT STATUS CERTIFICATION. The CONSULTANT represents that it is in compliance with the Immigration Reform and Control Act of 1986 (Public Law 99-603), as amended, in relation to all employees performing work in the State of Mississippi and does not knowingly employ persons in violation of the United States immigration laws. The CONSULTANT further represents that it is registered and participating in the Department of Homeland Security's E-Verify™ employment eligibility verification program, or successor thereto, and will maintain records of compliance with the Mississippi Employment Protection Act including, but not limited to, requiring compliance certification from all subcontractors and vendors who will participate in the performance of this Agreement and maintaining such certifications for inspection if requested. The CONSULTANT acknowledges that violation may result in the following: (a) cancellation of any public contract and ineligibility for any public contract for up to three (3) years, or (b) the loss of any license, permit, certification or other document granted by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year, or (c) both. The CONSULTANT also acknowledges liability for any additional costs incurred by the CITY due to such contract cancellation or loss of license or permit.
- I. The covenants herein shall, except as otherwise provided, accrue to the benefit of and be binding upon the successors and assigns of the parties hereto.

ARTICLE XIX. WAIVER

Failure of either party hereto to insist upon strict compliance with any of the terms, covenants, and conditions hereof shall not be deemed a waiver or relinquishment of any similar right or power hereunder at any subsequent time, or of any other provision hereof, nor shall it be construed to be a modification of the terms of this CONTRACT.

ARTICLE XX. SEVERABILITY

If any terms or provisions of this CONTRACT are prohibited by the laws of the State of Mississippi or declared invalid or void by a court of competent jurisdiction, the remainder of this CONTRACT shall not be affected thereby and each term and provision of this CONTRACT shall be valid and enforceable to the fullest extent permitted by law.

ARTICLE XXI. ENTIRE AGREEMENT

This CONTRACT constitutes the entire agreement of the parties with respect to the subject matter contained herein and supersedes and replaces any and all prior negotiations, understandings, and agreements, written or oral, between the parties relating thereto.

ARTICLE XXII. CONFLICT OF INTEREST

The CONSULTANT covenants that no public or private interests exist, and none shall be acquired directly or indirectly which would conflict in any manner with the performance of the CONSULTANT'S CONTRACT. The CONSULTANT further covenants that no employee of the CONSULTANT or of any subconsultant(s), regardless of his/her position, is to personally benefit directly or indirectly from the performance of the SERVICES or from any knowledge obtained during the CONSULTANT'S execution of this CONTRACT.

ARTICLE XXIII. AVAILABILITY OF FUNDS

It is expressly understood and agreed that the obligation of the CITY to proceed under this CONTRACT is conditioned upon the availability of funds, the appropriation of funds by the City of Gulfport, and the receipt of state and/or federal funds. If, at any time, the funds anticipated for the fulfillment of this CONTRACT are not forthcoming or are insufficient, either through the failure of the City to provide funds or of the City to appropriate funds or the discontinuance or material alteration of the program under which funds were provided, or if funds are not otherwise available to the CITY for the performance of this CONTRACT, the CITY shall have the right, upon written notice to the CONSULTANT, to immediately terminate or stop work on this CONTRACT without damage, penalty, cost, or expense to the CITY of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.

ARTICLE XXIV. STOP WORK ORDER

- A. **Order to Stop Work.** The CITY may, by written order to the CONSULTANT at any time, and without notice to any surety, require the CONSULTANT to stop all or any part of the work called for by this CONTRACT. This order shall be for a specified period not exceeding twenty-four (24) months after the order is delivered to the CONSULTANT unless the parties agree to any further period. Any such order shall be identified specifically as a stop work order issued pursuant to this clause. Upon receipt of such an order, the CONSULTANT shall forthwith comply with its terms and take all steps to minimize the occurrence of costs allocable to the work covered by the order during the period of work stoppage. Before the stop work order expires, or within any further period to which the parties shall have agreed, the CITY shall either:
- (1) cancel the stop work order; or
 - (2) terminate the work covered by such order according to and as provided in Article III of this CONTRACT.
- B. **Cancellation or Expiration of the Order.** If a stop work order issued under this clause is canceled at any time during the period specified in the order, or if the period of the order or any extension thereof expires, the CONSULTANT shall have the right to resume work. If the CITY decides that it is justified, an appropriate adjustment may be made in the delivery schedule. If the stop work order results in an increase in the time required for or in the CONSULTANT'S cost properly allocable to the performance of any part of this CONTRACT and the CONSULTANT asserts a claim for such an adjustment within 30 days after the end of the period of work stoppage, an equitable adjustment in this CONTRACT may be made by written modification of this CONTRACT as provided by the terms of this CONTRACT.
- C. **Termination of Stopped Work.** If a stop work order is not canceled and the work covered by such order is terminated, the CONSULTANT may be paid for services rendered prior to the Termination. In addition to payment for services rendered prior to the date of termination, the CITY shall be liable only for the costs, fees, and expenses for demobilization and close out of this CONTRACT, based on actual time and expenses incurred by the CONSULTANT in the packaging and shipment of all documents covered by this CONTRACT to the CITY. In no event shall the CITY be liable for lost profits or other consequential damages.

ARTICLE XXV. KEY PERSONNEL & DESIGNATED AGENTS

CONSULTANT agrees that Key Personnel identified as assigned to this PROJECT shall not be changed or reassigned without prior approval of the CITY or, if prior approval is impossible, and then notice to the CITY and subsequent review by the CITY which may approve or disapprove the action. For purposes of implementing this section and all other sections of this CONTRACT with regard to notice, the following

individuals are herewith designated as agents for the respective parties unless otherwise identified in the addenda hereto:

CITY:

For Contractual Matters:

Wayne E. Miller, P.E.
Director of Public Works
4050 Hewes Avenue
Gulfport, MS 39507

(228) 868-5740
email: wmiller@gulfport-ms.gov

For Technical Matters:

Same

CONSULTANT:

For Contractual Matters:

Benjamin B. Benvenuti, P.E.
Principal Engineer
2300 14th Street
Gulfport, MS 39501
228-396-0486

email: ben@ccellc.us
Licensure Number
from the Mississippi
Board of Licensure
for Professional
Engineers and Surveyors: PE #20740

For Technical Matters:

Same

ARTICLE XXVI. AUTHORIZATION

Both parties hereto represent that they have authority to enter into this CONTRACT and that the individuals executing this CONTRACT are authorized to execute it and bind their respective parties and certified copies of the applicable CITY Order and the Resolution of the Corporate Board of Directors of the CONSULTANT are attached hereto as "Exhibit 1" and incorporated herein by reference and made a part hereof as if fully copied herein in words and figures.

WITNESS this my signature in execution hereof, this the ____ day of _____, 20 ____.

CITY OF GULFPORT

Chief Administrative Official, Mayor Billy Hewes

WITNESS this my signature in execution hereof, this the ____ day of _____, 20 ____.

Covington Civil & Environmental, LLC.

BY: _____

Principal Engineer

ATTEST: _____

Exhibits attached hereto and incorporated by reference into this contract include those identified on the attached page entitled "List of Exhibits".

LIST OF EXHIBITS

1. Evidence of Authority
2. General Scope of Work and Common Specifications
3. Fees and Expenses.
4. Notice to the CONSULTANT
5. CONSULTANT's Certification Regarding Debarment, Suspension and Other Responsibility Matters.

EXHIBIT 1-A

EVIDENCE OF AUTHORITY

Covington Civil & Environmental, LLC.

WHEREAS, it has been requested that a copy of a resolution granting authority for certain company officials or agents to sign responses, proposals or contracts on behalf of the Company be included:

NOW THEREFORE BE IT RESOVLED, that Ben Benvenuti is a Principal of *Covington Civil & Environmental, LLC.* (Company) and has full authority to execute proposals, letters, or contracts on behalf of the Corporation.

SIGNATURE: _____

TITLE: _____

Principal Engineer

DATE: _____

7/06/2023

STATE OF MISSISSIPPI

COUNTY OF HARRISON

Personally appeared before me, the undersigned authority in and for the said county and state, on this the 16th day of July, 2023, within my jurisdiction, the within named Ben Benvenuti who acknowledged that he is Principal of *Covington Civil & Environmental, LLC.*, and that for and on behalf of the said Corporation, and as its act and deed he executed the above and foregoing instrument, after first having been duly authorized by said Corporation to do so.

Notary Public

My Commission Expires:

10/3/2023

Printed Name of Notary:

Jessica Zatopek



EXHIBIT 1-B
EVIDENCE OF AUTHORITY
CITY OF GULFPORT, MISSISSIPPI

WHEREAS, it has been requested that a copy of a resolution granting authority for certain City of Gulfport Officials or agents to sign responses, proposals or contracts on behalf of the City of Gulfport be included:

NOW THEREFORE BE IT RESOVLED, that the Honorable Billy Hewes is the Mayor of Gulfport, Mississippi and has full authority to execute proposals, letters, or contracts on behalf of the City of Gulfport.

SIGNATURE: _____

TITLE: Mayor

DATE: _____

STATE OF MISSISSIPPI

COUNTY OF HARRISON

Personally appeared before me, the undersigned authority in and for the said county and state, on this the _____ day of _____, 20__, within my jurisdiction, the within named Honorable Billy Hewes, who acknowledged that he is Mayor of Gulfport, Harrison County, Mississippi, and that for and on behalf of the said City, and as its act and deed he executed the above and foregoing instrument, after first having been duly authorized executive power of the municipality under Miss. Code Ann. Sec. 21-8-15 to do os.

Notary Public

My Commission Expires:

Printed Name of Notary:

EXHIBIT 2

Scope of Work

PRELIMINARY AND CONSTRUCTION ENGINEERING CITY OF GULFPORT – RICHARDS BAYOU DREDGING PROJECT

GENERAL DESCRIPTION:

Task 1: Survey

- CONSULTANT shall complete a Hydrographic and Topographic Survey (as needed) for the areas identified on the Retreat Village Dredging Project Master Plan (attached).
- Mississippi 811 will be utilized for all utility locate requests. Prior to collection of the field data (a minimum of 48-hour notice is required) our staff will submit a formal request to Mississippi 811 to have all utilities located. Our staff will collect electronic data (typically limited to horizontal data only) for the utilities located by the utility owners. Our staff cannot guarantee or warrant any locations shown on the drawings for accuracy. We caution the owner to have any utilities that may be in question to be further examined in the field (by means of spot excavation, ground penetrating radar, etc.).
- Any surveying in addition to the scope of work identified in Task 1 will be completed under a supplemental agreement approved by the CITY.

Task 2: Engineering and Construction Document Development

- CONSULTANT shall prepare engineering Drawings and Specifications showing the scope, extent and character of the work necessary to dredge and remove sediment from Richards Bayou.
- CONSULTANT shall prepare preliminary design documents for review and approval by the CITY. The preliminary design will show the existing conditions and proposed dredging cross-section and included preliminary quantities for material to be removed.
- Upon approval of the preliminary design by the CITY, CONSULTANT shall prepare final design and construction documents for review and approval by the CITY.
- CONSULTANT shall furnish five (5) copies of the Construction Documents to the CITY for review and approval.
- CONSULTANT's services under the Design Phase will be considered complete at the earlier of (1) the date when the Construction Document submittal have been accepted by CITY or (2) thirty days after the date when such Construction Document submittal are delivered to CITY for final acceptance.

Task 3: USACE/MDMR Permitting

- CONSULTANT will prepare and submit the required Joint Application and Notification Form to the USACE Mobile District, the Mississippi Department of Marine Resources, and the Mississippi Department of Environmental Quality (MDEQ). CONSULTANT to prepare necessary permit drawings to submit with the application. An Environmental Assessment of the proposed activities will be prepared, if necessary. CONSULTANT will coordinate with MDEQ as part of the permitting process to obtain a Section 401 Water Quality Certification.
- CONSULTANT shall complete a SAV Survey and submit to the Mississippi Department of Marine Resources.
- The scope of work does not include a cultural resource survey or sampling and testing for the beneficial use of dredged sediments. Any permitting in addition to the scope of work identified in Task 3 will be completed under a supplemental agreement approved by the CITY.

Task 4: Bid Phase Services

- After acceptance by CITY of the CONSULTANT's drawings and specifications and upon authorization to proceed, CONSUTLANT shall: assist CITY in advertising for and obtaining bids

for construction, maintain list of prospective bidders, attend pre-bid meeting, issue addenda (if necessary), attend the bid opening, prepare bid tabulation and assist CITY in evaluating bids received and awarding the contract.

Task 5: Construction Administration and RPR

- CONSULTANT shall make visits to the construction site as appropriate through the various stages of construction as CONSULTANT deems necessary in order to observe the progress of the Contractor's work. Such visits and observations by Engineer, and the Resident Project Representative, if any, are not intended to be exhaustive or to extend to every aspect of Contractor's Work in progress or to involve detailed inspections of Contractor's Work in progress beyond the responsibilities specifically assigned to CONSULTANT in this Agreement and the Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on CONSULTANT's exercise of professional judgment, as assisted by the Resident Project Representative, if any. Based on information obtained during such visits and observations, CONSULTANT will determine in general if the Work is proceeding in accordance with the Contract Documents, and CONSULTANT shall keep Owner informed of the progress of the Work.
- CONSULTANT shall receive and provide appropriate actions in respect of shop drawings, change orders, request for information and clarifications. Reviews, approvals and other actions will not extend to safety, means, methods, procedures and techniques of the contractor or their representative.
- CONSULTANT shall review Contractor's application for payment and recommend, that, to the best of CONSULTANT's knowledge, the work is generally in accordance with the Contract Documents.
- CONSULTANT does not guarantee the performance of any Contractor or assumes responsibility for Contractor's failure to perform and/or furnish its work in accordance with the Contract Documents.
- Construction testing is not included in the scope of work.
- CONSULTANT shall furnish a part time Resident Project Representative (RPR) to assist CONSULTANT in observing progress and quality of the work of CONTRACTOR. RPR and/or CONSULTANT shall not, during such visits or as a result of such observations of Contractor's work in progress, supervise, direct, or have control over Contractor's work nor shall CONSULTANT have authority over or responsibility for the means, methods, techniques, sequences, safety or procedures selected by CONTRACTOR.

EXHIBIT 3

FEES AND EXPENSES

The CITY shall pay the CONSULTANT on an fixed fee and/or actual hourly fee with an upset limit for the satisfactory completion of the Scope of Work set forth under "Exhibit 2", hereto, for all salaries, payroll additives, overhead, direct costs and CONSULTANT's fees attributable to this CONTRACT.

Direct Costs:

All costs shall be included in the not to exceed lump sum fee with the exception of beneficial use and/or material testing and construction testing which shall be paid separately by the CITY. Testing fees shall be approved by the City in advance prior to beginning and shall not exceed 2% of the construction cost.

Fees:

The CONSULTANT's fee shall NOT EXCEED \$68,500 which shall be paid incrementally each month based on percentage complete of fixed fee tasks. CONSULTANT may alter the distribution of compensation between individual phases of the work noted herein but shall not exceed the total estimated compensation amount unless approved in writing by Owner.

Contract Maximums:

Under no circumstances shall the amount payable by the CITY for this assignment exceed \$ 68,500 (Total of all Charges) without the prior written consent of both parties and approved by the Gulfport City Council.

Fixed Fee and Expense Summary

1. Survey - \$20,000
2. Engineering and Construction Document Development - \$19,000
3. MDMR/USACE Permitting - \$8,000
4. Bid Phase Services - \$6,500
5. Construction Administration and RPR Services - \$15,000

Total Fee - \$68,500

EXHIBIT 4

**NOTICE TO CONTRACTORS, FEDERAL-AID CONTRACT
COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964
COPELAND ANTI-KICKBACK ACT, DAVIS BACON ACT
CONTRACT WORK HOURS AND SAFETY STANDARDS ACT
CLEAN AIR ACT, ENERGY POLICY AND CONSERVATION ACT
DISADVANTAGED BUSINESS ENTERPRISES, WORKER VISIBILITY**

During the performance of this CONTRACT, the CONSULTANT, for itself, its assignees and successor-in-interest (hereinafter referred to as the "CONSULTANT") agrees as follows:

1. Compliance with Regulations: The CONSULTANT will comply with the Regulations of the Department of Transportation relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (Title 49, Code of Federal Regulations, Part 21, hereinafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of this CONTRACT.

2. Nondiscrimination: The CONSULTANT, with regard to the work performed by it after award and prior to completion of the contract work, will not discriminate on the grounds of race, religion, color, sex, national origin, age or disability in the selection and retention of subcontractors including procurement of materials and leases of equipment. The CONSULTANT will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the CONTRACT covers a program set forth in Appendix B of the Regulations. In addition, the CONSULTANT will not participate either directly or indirectly in discrimination prohibited by 23 C.F.R. 710.405(b).

3. Solicitations for Subcontracts. Including Procurement of Materials and Equipment: In all Solicitations, either by competitive bidding or negotiation made by the CONSULTANT for work to be performed under a subcontract, including procurement of materials or equipment, each potential subcontractor or supplier shall be notified by the CONSULTANT of the CONSULTANT's obligations under this CONTRACT and the Regulations relative to nondiscrimination on the grounds of race, religion, color, sex, national origin, age or disability.

4. Anti-kickback provisions: All contracts and subcontracts for construction or repair shall include a provision for compliance with the Copeland "Anti-Kick Back" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR, Part 3). This Act provides that each contractor or subcontractor shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The CONSULTANT shall report all suspected or reported violations to the CITY.

5. Davis Bacon Act: When required by the federal grant program legislation, all construction contracts awarded to contractors and subcontractors in excess of \$2,000 shall include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 276a to a-7) and as supplemented by Department of Labor regulations (29 CFR, Part 5). Under this Act, contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less often than once a week.

6. Contract Work Hours and Safety Standards Act: Where applicable, all contracts awarded by or to contractors and subcontractors in excess of \$100,000 which involve the employment of mechanics or laborers shall include a provision for compliance with sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor Regulations (29 CFR, Part 5). Under section 103 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is

permissible provided that the worker is compensated at a rate of not less than 1 1/2 times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction, safety, and health standards promulgated by the Secretary of Labor. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

7. Clean Air Act: Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857 (h)), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15) (Contracts and subcontracts in amounts in excess of \$100,000).

8. Energy Policy and Conservation Act: Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163).

9. Disadvantaged Business Enterprises: It is the policy of the Mississippi Department of Transportation to comply with the requirements of 49 C.F.R. 26, to prohibit unlawful discrimination, to meet its goal for DBE participation, to meet that goal whenever possible by race-neutral means, to create a level playing field, and to achieve that amount of DBE participation that would be obtained in a non-discriminatory market place. To meet that objective in any United States Department of Transportation assisted contracts, the CITY and the CONSULTANT shall comply with the "Mississippi Department of Transportation's Disadvantaged Business Enterprise Programs for United States Department of Transportation Assisted Contracts".

Neither the CONSULTANT (Contractor), nor any sub-recipient or sub-contractor shall discriminate on the bases of race, color, national origin, or sex in the performance of this contract. The CONSULTANT (Contractor) shall carry out applicable requirements of 49 C.F.R. 26 in the award and administration of United States Department of Transportation assisted contracts. Failure of the CONSULTANT (Contractor) to carry out those requirements is a material breach of the contract which may result in the termination of this contract or such other remedies as the Mississippi Department of Transportation deems appropriate.

10. Worker Visibility: All workers within the right-of-way of a Federal-aid highway who are exposed either to traffic (vehicles using the highway for the purposes of travel) or to construction equipment within the work area shall wear high-visibility safety apparel – personal protective safety clothing that is intended to provide conspicuity during both daytime and nighttime usage, and that meets the Performance Class 2 or 3 requirements of the ANSI/ISEA 107–2004 publication entitled "American National Standard for High-Visibility Safety Apparel and Headwear" – for compliance with 23 CFR, Part 634.

EXHIBIT 5

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS - Certification in accordance with Section 29.510 Appendix A, C.F.R./Vol. 53, No. 102, page 19210 and 19211:

- (1) The CONSULTANT certifies to the best of its knowledge and belief that it and its principals:
 - (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 - (b) have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification: and
 - (d) have not within a three-year period preceding this application/proposal had one or more public transactions (federal, state or local) terminated for cause or default;
 - (e) has not either directly or indirectly entered into any agreement participated in any collusion; or otherwise taken any action in restraint of free competitive negotiation in connection with this CONTRACT.
- (2) The CONSULTANT further certifies, to the best of his/her knowledge and belief, that:
 - (f) No federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a member of Congress, an officer or employee of Congress, or employee of a member of Congress in connection with the awarding of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
 - (g) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of Congress, or any employee of a member of Congress in connection with this CONTRACT, Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions will be completed and submitted.

The certification contained in (1) and (2) above is a material representation of fact upon which reliance is placed and a pre-requisite imposed by Section 1352, Title 31, U. S. Code prior to entering into this CONTRACT. Failure to comply shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000. The CONSULTANT shall include the language of the certification in all subcontracts exceeding \$100,000 and all sub-contractors shall certify and disclose accordingly.

I hereby certify that I am the duly authorized representative of the CONSULTANT for purposes of making this certification, and that neither I, nor any principal, officer, shareholder or employee of the above firm has:

(a) employed or retained for commission, percentages, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above consultant) to solicit or secure this agreement,

(b) agreed, as an express or implied condition for obtaining this CONTRACT, to employ or retain the services of any firm or person in connection with carrying out the agreement, or

(c) paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above consultant) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the agreement; except as herein expressly stated (if any).

I acknowledge that this Agreement may be furnished to the Federal Highway Administration, United States Department of Transportation, in connection with the Agreement involving participation of Federal-Aid Highway funds, and is subject to applicable state and federal laws, both criminal and civil.

SO CERTIFIED this 10th day of July, 2023

Covington Civil & Environmental, LLC.

BY: [Signature]
Principal

ATTEST: [Signature]

My Commission Expires: 10/3/23

Jessica Zatopek

Notary



There came on for consideration at a duly constituted meeting of the Mayor and Members of the City Council of the City of Gulfport, Mississippi, held on the _____ day of _____, 2023, the following Resolution:

A RESOLUTION BY THE GULFPORT CITY COUNCIL TO APPROVE AWARD TO H2O INNOVATION OPERATION AND MAINTENANCE, INC., FOR RESIDENTIAL AND LIGHT COMMERCIAL COLLECTION, TRANSPORT AND DISPOSAL OF TRASH WASTE, SUBJECT TO FINAL CONTRACT TERM NEGOTIATION, AND FOR RELATED PURPOSES

WHEREAS, the city desires to enter into a six (6) year contract for solid waste (i.e., trash waste) collection, transport and disposal services (hereinafter, “the services”) for residential and light commercial customers and sought proposals from interested vendors to provide the services to the solid waste customers (residential and light commercial) of the City of Gulfport; and

WHEREAS, pursuant to authority of the City Council, the City solicited proposals for the provision of the services and received proposals from three (3) vendors; and

WHEREAS, after thorough evaluation of the three (3) proposals received, the selection committee and the purchasing manager recommend that a six (6) year contract for provision of the services be awarded to H2O Innovation Operation and Maintenance, Inc., subject to contract terms being negotiated, and a final form of contract being presented to the City Council for approval; and

WHEREAS, the Council finds it is in the best interest of the City to award the contract for the aforementioned services to H2O Innovation Operation and Maintenance, Inc., and to authorize the administration to negotiate contract terms with H2O Innovation Operation and Maintenance, Inc., and to bring a final form of contract forward for consideration by the City Council at a forthcoming Council meeting.

NOW THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF GULFPORT, MISSISSIPPI, AS FOLLOWS:

SECTION 1. That the matters, facts, and things recited in the Preamble hereto are hereby adopted as the official findings of the Governing Authority.

SECTION 2. That the award to H2O Innovation Operation and Maintenance, Inc., of a six (6) year contract for the services outlined herein and in Exhibit “A” hereto, be and the same is hereby approved, subject to contract terms being negotiated by the administration and a final form of contract being presented to the City Council for approval.

SECTION 3. That this Resolution be, and it is hereby ordered to be spread on the minutes of the Governing Authority, and to be in full force and effect immediately upon its passage and enactment according to law.

The above and foregoing Resolution, after having been first reduced to writing and read by the Clerk, was introduced by _____, seconded by _____, and was adopted by the following roll call vote:

AYES

NAYS

ABSENT

WHEREUPON, the President declared the motion carried and the Resolution adopted this the _____ day of _____, 2023.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF THE COUNCIL

PRESIDENT

The above and foregoing Resolution was submitted to and approved by the Mayor, this
the _____ day of _____, 2023.

APPROVED:

MAYOR

There came on for consideration at a duly constituted meeting of the Mayor and Members of the City Council of the City of Gulfport, Mississippi, held on the ____ day of _____, 2023, the following Resolution:

A RESOLUTION BY THE GULFPORT CITY COUNCIL APPROVING AWARD TO J.P. MORGAN CHASE FOR MUNICIPAL CREDIT CARD SERVICES, AND FOR RELATED PURPOSES

WHEREAS, the City of Gulfport desires to enter into an agreement with a suitable financial institution to provide credit card services for all aspects of the City's operations; and

WHEREAS, pursuant to authority of this City Council, the City solicited bids for the aforementioned services and received proposals from _____ financial institutions; and

WHEREAS, the proposals were graded by a selection committee in accord with the grading criteria set forth in the Request for Proposals and J.P. Morgan Chase was determined to be the most suitable financial institution to meet the needs of the City with respect to credit card services and in the City's best interest and was recommended to the governing authority by the Director of Finance and Accounting (See Exhibit "A" attached hereto); and

WHEREAS, the Council finds that it is in the best interest of the City to select J.P. Morgan Chase and to enter into such agreement or agreements with J.P. Morgan Chase as are necessary to fully implement said credit card services for the City of Gulfport.

NOW THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF GULFPORT, MISSISSIPPI, AS FOLLOWS, TO WIT:

Section 1. That the matters, facts and things recited in the Preamble hereto are hereby adopted as the official findings of the Governing Authority.

Section 2. That the recommendation of the Director of Finance and Accounting be accepted and that J.P. Morgan Chase be and it is hereby selected as the City's financial institution for municipal credit card services.

Section 3. That the Mayor be, and he is hereby, authorized to execute the agreement attached hereto as Exhibit “A”, after the same has been finally approved by the Legal Department, and to deliver the same on behalf of the City of Gulfport.

Section 4. That this Resolution be, and it is hereby ordered to be spread on the minutes of the Governing Authority, and to be in full force and effect immediately upon its passage and enactment according to law.

The above and foregoing Resolution, after having been first reduced to writing and ready by the Clerk, was introduced by _____, seconded by _____, and was adopted by the following roll call vote:

AYES

NAYS

ABSENT

WHEREUPON, the President declared the motion carried and the Resolution adopted this the _____ day of _____, 2023.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF THE COUNCIL

PRESIDENT

The above and foregoing Resolution was submitted to and approved by the Mayor, this the _____ day of _____, 2023.

APPROVED:

MAYOR

Commercial Card Application & Agreement | JPMORGAN CHASE BANK, N.A.

V1.7

Client	
Address Line 1	
Address Line 2	
City	
State	
Zip Code	
Phone	

REBATES	
Please identify a Business Account to which rebates associated with Client's Commercial Card rebate program should be deposited. <u>Deposits will be made via Wire Transfer only.</u>	
Business Account at:	(Enter the name of Client's Financial Institution)
ABA:	(Enter ABA for Client's Financial Institution)
Business Account Number:	(Enter Client's Business Account Number)
Business Account Name:	(Enter the name of Client's Business Account)

Please enter the Financial Institution and Business Account Name exactly as it appears on Client's account.* Black ink only.

*Requests to modify the account information set forth above must be provided to J.P. Morgan in writing and sent to the following address: CCS.Rebate@jpmchase.com. A form will be provided to Client upon receipt of Client's request to modify the business account information. Client will be instructed to complete the form and return it to J.P. Morgan at the address specified. Changes to the business account information will be effective when J.P. Morgan has a reasonable opportunity to act upon such request.

SIGNATURE	
This Application must be signed by an acting officer, partner, or owner of the Client with the authority to bind Client to the terms and conditions of the following Commercial Card Agreement. I hereby certify that I am a duly authorized and acting officer, partner or owner of this Client with the authority to bind Client to enter into and perform the obligations of the Commercial Card Agreement. I have read and agree to the terms and conditions of the Commercial Card Agreement. <u>Black ink only.</u>	
Signature of Authorized Officer:	Date:
Name:	
Title:	

CLIENT ATTESTATION	
The undersigned, a duly authorized officer or representative of this Client, does hereby certify that the person signing above on behalf of Client has been duly authorized to bind Client and to enter into and perform the obligations of the Commercial Card Agreement and that the person signing above on behalf of this Client, whose execution of this Commercial Card Agreement was witnessed by the undersigned, is an officer, partner, owner, or other representative of Client possessing authority to execute this Commercial Card Agreement.* <u>Black ink only.</u>	
Signature:	Date:
Name:	
Title:	
*Note: The person signing the attestation shall be someone different from the person signing above on behalf of Client.	

Commercial Card Application & Agreement | JPMORGAN CHASE BANK, N.A.

V1.7

This Commercial Card Agreement (the “**Agreement**”) sets forth the terms and conditions under which JPMorgan Chase Bank, N.A. (the “**Bank**”) shall provide commercial card services to Client who executes this Agreement and/or one or more of such Client's Affiliates. This Agreement is effective as of the date of the first signature above (the “**Effective Date**”). By signing this Agreement, Client hereby agrees to be bound by the terms and conditions referenced herein.

- 1. Definitions.** Each capitalized term used in this Agreement shall have the following defined meanings set forth below or as otherwise set forth herein.

Account means each account established in the name of Client pursuant to the Agreement.

Affiliate means an entity controlling, controlled by, or under common control with, directly or indirectly, a party to this Agreement. For this purpose, one entity “controls” another entity if it has the power to direct the management and policies of the other entity (e.g., through the ownership of voting securities or other equity interest, representation on its board of directors or other governing body, or by contract).

Agreement means the Commercial Card Agreement in each case as amended, supplemented or replaced from time to time.

Applicable Law means for any country, all federal, state, provincial and local laws, statutes, regulations, rules, executive orders, supervisory requirements, licensing requirements, export requirements, directives, circulars, decrees, interpretive letters, guidance or other official releases of or by any government, any authority, department or agency thereof, or any regulatory or self-regulatory organization, that apply to a party's obligations under the Agreement.

Business Day means a day on which Bank is open for business.

Card means a Network-branded card that is issued to Cardholders by Bank upon the request of Client and approval by Bank, and includes any plastic card bearing a card number and Accounts with no associated plastic card, which includes Virtual Card Accounts.

Cardholder means: (A) an individual in whose name a Card is issued, and (B) any person or entity authorized by Client or named Cardholder to use a Card.

Cardholder Agreement means documentation provided by Bank to Client or Cardholder governing use of a Card by such Cardholder.

Cardholder Credit Limit means the maximum spending limit established in relation to a Cardholder.

Corporate Liability means Client is solely liable for the Transactions, subject to the Agreement and any Cardholder Agreement.

Credit Limit means the maximum spending limit established for Client in connection with the Program.

Cycle means the monthly period ending on the same day each month or, if that day is not a Business Day, then the following Business Day or preceding Business Day, as systems may require, or such other period as Bank may specify.

Fraudulent Transactions means transactions made on a Card by a person, other than Client or Cardholder, who does not have actual, implied, or apparent authority for such use, and for which neither Cardholder nor Client receives direct or indirect benefit.

Joint and Several Liability means Client and Cardholder are jointly and severally liable for the Transactions, subject to the Agreement, and the Cardholder Agreement.

MCC means merchant category code.

Network means either MasterCard International, Inc. or Visa U.S.A., Inc.

Program means the commercial card system composed of Accounts, Card-use controls, reports to facilitate purchases of and payments for business goods and services, and related services, all as established in connection with the Agreement.

System means the system through which Client can access Account and Transaction data and reports.

Transaction means a purchase, a cash advance, fees, charges or any other activity charged to an Account with respect to a Card.

Virtual Card (or Single-Use Account) means a one-time virtual card number generated for a single transaction.

2. Conditions Precedent

Prior to the commencement of the Program rendered by Bank pursuant to this Agreement, Client will provide the information listed on the Application, included with this Agreement, and additional documents as required by Bank, and will certify to the accuracy of such information.

3. Certain Bank Services

- A. Subject to prior financial, risk management and compliance approvals by Bank, Bank shall: (i) establish Accounts in the name of Client; (ii) issue Cards to Cardholders designated by a person authorized to bind Client to these terms and conditions (an **"Authorized Person"**); (iii) implement the Credit Limits specified by an Authorized Person from time to time and accepted by Bank; and (iv) deliver Cards and billing statements only to a U.S. address. Notwithstanding anything contained in this Agreement to the contrary, Bank shall not be obligated to extend credit to Client in violation of any limitation or prohibition imposed by Applicable Law or Bank policies and procedures.
- B. *Extension of Program.* Upon Client's submission of a request from time to time in the form required by Bank and following Bank's agreement to do so, Bank will extend Program to Client's Affiliates. Client is responsible as principal obligor for all obligations under the Agreement (including, without limitation, as principal obligor with respect to all payment and other obligations as the same relate to its Affiliates and their respective Cardholders and waives any defenses or offsets available to such Affiliates). Client shall cause each of its Affiliates and their respective Cardholders to comply with the Agreement.
- C. Notwithstanding the foregoing, Bank shall not be obligated to provide any Account to Client or any Client Affiliate or any Card to an employee or authorized representative of Client or any Client Affiliate or to process any transactions in violation of any limitation or prohibition imposed by Applicable Law, including, but not limited to, the regulations issued by the U.S. Department of Treasury's Office of Foreign Assets Control ("**OFAC**").
- D. *Receipt Image Services.* For purposes of this section, "**Receipt Image Services**" means the optional services provided through Bank to allow Client the ability to attach and maintain image(s) of receipt(s) on the System, and "**Receipt Image(s)**" means an image of a receipt produced by a Transaction through use of Accounts and maintained on the System. Receipt Images will be stored and made available to Client through use of the System. In order for Bank to make Receipt Images available through the System, Client shall first fax and/or upload to the System images of Client's receipts through use of its own devices. Client is responsible for verifying the accuracy of the image of its receipts and any other information uploaded and entered into the System. Client shall ensure that the information contained in the image of the receipt accurately reflects the applicable Transaction. Receipt Image will be made available online through the System for a maximum of thirty-six (36) months (the "**System Image Accessibility Period**"). The System Image Accessibility Period includes the month of the Transaction Date. Bank may, in its sole and absolute discretion, reject Receipt Images provided by Client to be posted on the System. In addition, Bank may suspend Client's use of the Receipt Image Service at any time without prior notice to Client.

4. Obligations of Client

In connection with the Program, Client shall:

- A. Notify each Cardholder at the earliest opportunity: (i) that Cards are to be used only for business purposes; (ii) of the Cardholder Credit Limit and any other applicable limit; (iii) of the extent, if any, to which Bank will provide Transaction and Account information to third parties at Client's request; and (iv) to collect and destroy any Cards which are no longer required.
- B. Client represents that the Cards to be issued under this Agreement are substitutes for an accepted credit card or will be issued in response only to a written request or application for such Card, by a prospective Cardholder, which Client has obtained in accordance with the requirements of Section 226.12(a) of Regulation Z of the Federal Truth in Lending Act. Client further represents that Client will retain the applications (paper or electronic) for any Card, when such application is not provided to Bank, for a period of two (2) years after the application has been received and acted upon.
- C. Client will immediately notify Bank by telephone of any lost, stolen, misappropriated, improperly used, or compromised Cards.
 - i. **Liability for Fraudulent Transactions Following Notification**. Notwithstanding anything to the contrary contained herein, Client shall not be liable for any Fraudulent Transactions occurring on a Card after the effective time of such notification to Bank of such Fraudulent Transaction.
 - ii. **Liability for Fraudulent Transactions Prior to Notification**. Subject to the terms and conditions contained in subsection (iii) below, Client shall not be liable for Fraudulent Transactions occurring on a Card prior to the effective time of such notification to Bank of such Fraudulent Transactions.
 - iii. Bank reserves the right, in its sole and absolute discretion, to hold Client liable for Fraudulent Transactions should Bank determine that subsequent to implementation of Client's Program and at the time that the Fraudulent Transaction occurred, Client failed to operate Client's Program in accordance with Bank's fraud reduction requirements as set forth below:
 - a. Client must block high risk MCC's identified by Bank and presented to Client;
 - b. Client must maintain reasonable security precautions and controls regarding the dissemination, use and storage of Card and Transaction data; and
 - c. Client must comply with all other requirements as Bank may reasonably require from time to time.

If Client fails to comply with Client's obligations described in this subsection (iii), and Bank determines Client to be liable for Fraudulent Transactions, Bank will either: (i) invoice Client for the amount of such Fraudulent Transaction minus any amounts collected, or (ii) deduct the amount of such Fraudulent Transaction from Client's rebate.

- D. Notify Bank of any Transaction that Client disputes as soon as practicable after the last day of the Cycle during which such Transaction is charged to Client and, in any event, within sixty (60) days of such day. Client shall use commercially reasonable efforts to assist in obtaining reimbursement from a merchant. Client or, subject to any Cardholder Agreement and in the case of Cards under any Joint and Several Liability Accounts, the Cardholder, shall not be relieved of liability for any disputed Transaction if the charge-back is rejected in accordance with the applicable Network's charge-back policy. Bank shall not be liable to Client where notice is received after such sixty (60) day period. Client shall not make a claim against Bank or refuse to pay any amount because Client or the person using the Card may have a dispute with any merchant.
- E. Unless previously provided to Bank, obtain and provide to Bank such information as Bank may reasonably request for the purposes of investigating the identity of an actual or prospective Cardholder or Client, evidencing authority for Card issuance requests, and assisting in any review of Bank by a regulator with relevant jurisdiction. Any information provided by Client to Bank shall be, to the best of Client's knowledge, information and belief, accurate and complete in all material respects.
- F. Make payments for all Transactions posted to Accounts no later than the payment date (the "**Payment Date**"), as specified in the periodic statement. In the event that Client makes payments other than as contemplated by the periodic statement, Bank may require, and Client shall provide, such documentation as reasonably required by Bank to reconcile such payments to the amounts stated as due in the periodic statement by the Payment Date. Any amount due which is not received by the Payment Date shall be subject to the late fees and delinquency fees as set forth in the fees schedule of Exhibit A attached hereto. If collection is initiated by Bank, Client shall be liable for payment of Bank's reasonable attorneys' fees and other costs and expenses of collection.
- G. In the case of any Joint and Several Liability Account, Client shall pay Bank within ten (10) days of written notice, for any Transactions not paid by a Cardholder within one hundred and twenty (120) days of the first billing with respect to the relevant Transaction.
- H. Unless otherwise provided to Bank, provide Bank with such financial statements and other related information requested by Bank in form and in such detail as Bank may reasonably request, from time to time.
- I. Client represents and warrants that it will use commercially reasonable efforts to ensure that such applicants to whom it requests Bank issue Cards and whom Client authorizes to use the Cards/Accounts are not identified on a prohibited government sanctions list, are not located or resident in a sanctioned country, or otherwise subject to a sanctions program applicable to Client.

5. Credit Limits and Certain Bank Rights

- A. Bank may establish a Credit Limit and Cardholder Credit Limit and may establish other limits from time-to-time. Client will not exceed the Credit Limit; provided however, that if Client exceeds the Credit Limit, Client shall pay all amounts exceeding the Credit Limits.
- B. Bank may at any time: (i) increase or decrease any Credit Limit or the Cardholder Credit Limit or any other limit in connection with any Card or any Account or the Program; (ii) refuse to authorize Transactions; (iii) vary the payment terms, or require the provision of security or additional security; (iv) suspend or terminate any Card or any Account; (v) decline to open any Account or issue any Card; or (vi) require MCC authorization restrictions in connection with a Program.

6. System Access

- A. Client shall adhere to all applicable license agreements, security procedures, and terms and conditions regarding the System.
- B. Client agrees that any access, Transaction, or business conducted on the System is presumed by Bank to have been in Client's name for Client's benefit.
- C. Except for unauthorized use by a Bank employee, Client is solely responsible for the genuineness and accuracy of all instructions, messages and other communications received by Bank via the System. Bank may rely and act upon all Client instructions and messages issued with valid credentials.
- D. From time to time, Bank may suspend the System when Bank considers it necessary to do so (including, without limitation, for maintenance or security purposes). Bank will use reasonable efforts to provide Client with notice prior to the suspension.

- 7. Notices.** All notices and other communications required or permitted to be given under this Agreement shall be in writing except as otherwise provided herein, and shall be effective on the date on which such notice is actually received by the party to which it is addressed. All notices may be sent to Client by ordinary mail, electronic transmission, through internet sites, or by such other means as Client and Bank may agree upon from time to time, at the address of Client provided to Bank. Unless otherwise arranged, all notices to Bank must be sent to Client's relationship manager or program coordinator team managing the relationship or to any other address notified by Bank to Client in writing from time to time, and may be sent by ordinary mail, by electronic transmission or by such other means as Client and Bank agree upon from time to time.

- 8. Representations and Warranties.** Client represents and warrants that this Agreement constitutes a legal, valid, and binding obligation, enforceable against Client, in accordance with its terms, and that execution and performance of this Agreement: (i) does not breach any agreement with any third party; (ii) does not violate any law, rule, or regulation, or any duty arising in law or equity applicable to it; (iii) is within Client's organizational powers; and (iv) has been authorized by all necessary organizational action.

- 9. Fees.** Client agrees to pay the fees and charges incurred by Client as specified by Bank, from time to time, on a periodic invoice. The fees initially applicable are specified in Exhibit A attached hereto. Bank may change the fees and charges payable by Client at any time, provided Bank notifies Client at least thirty (30) days prior to the effective date of the change.

10. Term and Termination. This Agreement shall have an initial term of **five (5)** years from the Effective Date unless otherwise terminated pursuant to the provisions of this paragraph. Thereafter, this Agreement shall be successively renewed for one (1) year terms upon the anniversary of the Effective Date. This Agreement may be terminated by either party at any time for any reason. In the event this Agreement is terminated, Client shall immediately pay all amounts owing under this Agreement, without set-off or deduction, and destroy all physical Cards furnished to Cardholders. After this Agreement is terminated or expires, the terms of this Agreement that expressly or by their nature contemplate performance after termination or expiration will survive and continue in full force and effect.

11. Limitation of Liability

- A. Subject to Section 11.B below, Bank shall be liable only for Client's actual damages which Client suffers or incurs as a direct result of Bank's negligence or willful misconduct and shall not be liable for any other loss or damage of any nature.
- B. TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER UNDER ANY THEORY OF TORT, CONTRACT, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY FOR ANY EXEMPLARY, PUNITIVE, SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OR THE LIKE, INCLUDING, WITHOUT LIMITATION, LOST PROFITS, EACH OF WHICH ARE EXPRESSLY EXCLUDED BY AGREEMENT OF THE PARTIES HEREIN REGARDLESS OF WHETHER SUCH DAMAGES WERE REASONABLY FORESEEABLE AND WHETHER EITHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

12. Confidentiality. Except as expressly provided in the Agreement, all information furnished by either party in connection with the Agreement shall be kept confidential. The foregoing obligation shall not apply to information that: (A) is already lawfully known when received without an obligation of confidentiality other than under this Agreement; (B) is or becomes lawfully obtainable from other sources; (C) is in the public domain when received or thereafter enters the public domain through no breach of this Section; (D) is required to be disclosed to, or in any document filed with, the U.S. Securities and Exchange Commission (or any analogous body or any registrar of companies or other organizations in any relevant jurisdiction), banking regulator, or any other governmental agencies; (E) is required by law to be disclosed and notice of such disclosure is given (when legally permissible) by the disclosing party; or (F) may be disclosed as provided in the Cardholder Agreement or other Cardholder-related documentation. Notice under (E), when practicable, shall be given sufficiently in advance of the disclosure to permit the other party to take legal action to prevent disclosure. Bank may exchange (and Client insofar as necessary hereby consents to such exchange) Client and (to the extent authorized) Cardholder confidential information with Affiliates. Bank may also disclose confidential information to service providers, the Networks, and any other authorized third parties in connection with Bank's provision of Program services; provided that these authorized third parties are under obligations of confidentiality at least as restrictive as those set forth in this **Section 12**. Bank may exchange information concerning Client or Cardholders with merchants and, in the case of Cardholder information, with Client.

13. Miscellaneous

- A. If any provision of this Agreement is found by a court of competent jurisdiction to be unenforceable, such provision shall not affect the other provisions, but such unenforceable provision shall be deemed modified to the extent necessary to render it enforceable, preserving to the fullest extent permissible the intent of the parties set forth in this Agreement. The failure of either party hereto to enforce any right or pursue any remedy hereunder shall not be construed to be a waiver thereof.
- B. In the regular course of business, Bank may monitor, record, and retain telephone conversations made or initiated to or by Bank from or to Client or Cardholders.
- C. The terms and provisions of this Agreement shall be binding upon and inure to the benefit of Client and Bank and their respective successors and assigns. This Agreement, or any of the rights or obligations hereunder, may not be assigned by Client without the prior written consent of Bank.
- D. This Agreement embodies the entire agreement and understanding between Client and Bank and supersedes all prior agreements and understandings between Client and Bank relating to the subject matter thereof.
- E. This Agreement may be signed in one or more counterparts, each of which shall be an original, with the same effect as if the signatures were upon the same document. Facsimile signatures shall have the same force and effect as the original.
- F. If applicable, to the extent that Client would have been able to claim sovereign immunity in any action, claim, suit, or proceeding brought by Bank, Client irrevocably waives and agrees not to claim such immunity.
- G. Neither Bank nor Client shall be liable for any loss or damage to the other for its failure to perform or delay in the performance of its obligations under this Agreement, if such non-performance or delay is caused directly or indirectly by an act of God, act of governmental authority, de jure or de facto, legal constraint, war, terrorism, catastrophe, fire, flood or electrical, computer, mechanical or telecommunications failure, or failure of any agent or correspondent, or unavailability of a payment system, or other natural disaster or any cause beyond its reasonable control.
- H. **CHOICE OF LAW.** THIS AGREEMENT AND ANY CLAIM, CONTROVERSY, OR DISPUTE ARISING UNDER OR RELATED TO THIS AGREEMENT, THE RELATIONSHIP OF THE PARTIES, AND/OR THE INTERPRETATION AND ENFORCEMENT OF THE RIGHTS AND DUTIES OF THE PARTIES SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS (AND NOT THE LAW OF CONFLICTS) OF THE STATE OF NEW YORK, BUT GIVING EFFECT TO FEDERAL LAWS APPLICABLE TO NATIONAL BANKS. TO THE EXTENT PERMITTED BY APPLICABLE LAW, EACH PARTY HEREBY WAIVES ANY AND ALL RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING OF ANY KIND ARISING OUT OF, BY REASON OF, OR RELATING TO THIS AGREEMENT, THE INTERPRETATION THEREOF OR TO ANY TRANSACTIONS HEREUNDER. THIS WAIVER IS KNOWINGLY, WILLINGLY, AND VOLUNTARILY MADE BY THE PARTIES.

- I. Client acknowledges that Bank prohibits the use of Cards under any Accounts to conduct transactions (including, without limitation, the acceptance or receipt of credit or other receipt of funds through an electronic funds transfer, or by check, draft or similar instrument, or the proceeds of any of the foregoing) that are related, directly or indirectly, to unlawful internet gambling. The term “**unlawful internet gambling**,” as used here, shall have the meaning as set forth in 12 C.F.R. Section 233.2(bb).
- J. Certain services may be performed by Bank or any affiliate, including affiliates, branches or units located in any country in which Bank conducts business or has a service provider. Client authorizes Bank to transfer Client information to such affiliates, branches or units at such locations as Bank deems appropriate. Bank reserves the right to store, access, or view data in locations it deems appropriate for the services provided.
- K. *International Transactions and Fees.* International Transactions include any transaction made in a foreign currency or that is made outside the United States of America even if it is made in U.S. Dollars. If an international transaction is made in a currency other than U.S. Dollars, the Network will convert the transaction into U.S. Dollars using its respective currency conversion procedures. The exchange rate the Network uses to convert currency is a rate that it selects either from the range of rates available in the wholesale currency markets for the applicable processing date (which rate may vary from the rate the respective entity itself receives), or the government-mandated rate in effect on the applicable processing date. The rate in effect on the applicable processing date may differ from the rate on the date when the international transaction occurred or when the Account was used. Bank reserves the right to charge an international transaction fee, as specified in Exhibit A. Bank may charge a commission on the relevant currency amount at the rate provided to it by the Network as set forth in the fee schedules attached hereto. The international transaction fee will be calculated on the U.S. Dollar amount provided to Bank by the Network. The same process and charges may apply if any international transaction is reversed.
- L. Bank may at any time offset any obligation of Client to Bank under this Agreement or otherwise against any obligation Bank owes to Client.
- M. This Agreement and Cards are non-transferable, non-assignable, and shall remain the property of Bank.
- N. *USA PATRIOT Act Disclosure.* Section 326 of the USA PATRIOT Act mandates that Bank obtain, verify and record information that identifies each business or person that opens a new account. By signing this Agreement, Client agrees to provide and consent to us obtaining, if necessary from third parties, any and all information reasonably necessary to verify Client's identity.
- O. This Agreement may be amended or waived only by notice to Client, in writing from Bank.

SAMPLE ONLY

EXHIBIT B to the Commercial Card Application & Agreement |

SUPPLIER RECRUITMENT AUTHORIZATION

1. **DEFINITIONS.** For the purposes of this Exhibit, the following terms will have the meaning given below. Capitalized terms used but not otherwise defined herein shall have the meaning ascribed to such terms in the Agreement.

“**Claim(s)**” means any and all past, present and future claim(s), loss(es), liability(ies), obligation(s), expense(s), attorney or other fee(s), suit(s), debt(s), lien(s), contract(s), agreement(s), promise(s), demand(s) or damage(s), of any nature whatsoever, known or unknown, suspected or unsuspected, fixed or contingent, including legal fees to the full extent permitted by law.

“**Client Information**” means information provided by Client to Bank for purposes of Supplier Recruitment (as defined below), including, but not limited to: (i) contact information for Client and/or Supplier(s); (ii) accounts payables details (e.g., payment summaries, amounts/counts, invoice numbers, billing account numbers and current and future payment terms); and (iii) payment preferences for Client and/or Supplier(s).

“**Supplier Data Enrichment**” means a recruitment service utilizing internal and external data sources to obtain supplier contact information for the purpose of Supplier Recruitment (as defined below). Bank will: (i) use commercially reasonable efforts to enrich supplier data provided by Client via the Supplier Data Enrichment process, and (ii) provide on a weekly basis a report of supplier data that is captured during the acceptance process for further verification from Client.

“**Supplier(s)**” means Clients’ supplier(s) and/or vendor(s) identified in accounts payable documentation, or other documentation provided to Bank by Client.

“**Third Party**” (or “**Third Parties**”) means a payment solution partner of Bank.

2. SUPPLIER RECRUITMENT

Client asks and authorizes Bank and/or Third Party to communicate with Suppliers through various methods on behalf of and in the voice of Client for the purpose of requesting that Suppliers accept payment using wholesale payments products offered by Bank, including but limited to commercial card and automated clearing house (the “**Supplier Recruitment**”). For the sole purposes of Supplier Recruitment, Client consents to Bank’s disclosure of such Client Information to Third Parties and Suppliers. Bank reserves the right to refuse or discontinue Supplier Recruitment and/or Supplier Data Enrichment services at any time.

3. CLIENT ENGAGEMENT

Client shall be deemed to have accepted and agreed to the following:

- i. Client will commit to having internal resources available to address recruitment needs;
- ii. Client will provide, to the extent commercially reasonable, complete and accurate Client Information including, but not limited to, Supplier name, remittance address, contact name, phone number, and email addresses in a format consistent with Bank instruction;
- iii. Should Client not have complete and accurate Supplier contact information, Bank will offer Supplier Data Enrichment;
- iv. Client is solely responsible for validating Bank obtained Client Information, including but not limited to Supplier contact information during Supplier Data Enrichment and prior to issuing payment to that Supplier. Client acknowledges that Supplier contact information is deemed to be accurate once payment has been requested.

4. TERMS AND CONDITIONS

A. Obligations and Liabilities

- i. **Despite anything to the contrary in the Agreement, Client, on its behalf and on behalf of each of its Affiliates:**
 - a. will indemnify and hold Bank and each of its Affiliates harmless against Claims, except in the event of Bank’s gross negligence, that may arise related to: (1) Supplier Recruitment; (2) Supplier Data Enrichment; or (3) a third-party Claim related to the disclosure of Client Information for the purpose of Supplier Recruitment.
 - b. agrees to reimburse Bank and each of its Affiliates for any direct damages Bank incurs related to Claims arising from third parties under clause 4.A.i.(3).
 - c. releases and forever discharges Bank and each of its Affiliates from any and all liability for indirect, special, punitive, or consequential damages in any form or under any circumstances, even if Bank has been advised of the possibility of such damages, except to the extent that such Claims arise from the gross negligence of Bank or its Affiliates.
- B. **Use of Client Logo.** Client grants Bank a non-exclusive, limited, non-transferable, and revocable license to use Client’s marks (whether registered or not) for the sole purpose of Supplier Recruitment.
- C. **Authorizing Transfers.** Client represents and warrants that Client has obtained the consent required to authorize Bank to disclose Client Information, including information about and Supplier(s), for purposes of Supplier Recruitment.
- D. **Giving Bank Notice.** Despite anything to the contrary in the Agreement, Client agrees that it will provide Bank with notice to revoke this Exhibit, which shall have the effect of terminating Supplier Recruitment. Bank will have a reasonable period of time to act on Client’s notice after Bank receives it. The Agreement shall remain in full force and effect unless otherwise terminated as set forth in Agreement.

Commercial Card Program

City of Gulfport | June 2023

Agenda

	Page
1 The OneCard	1
2 PaymentNet	6
3 Service Team	8

Providing simplification and control for your employee spend program

One Card

PRODUCT EFFICIENCIES

-  Security
-  Flexibility
-  Automation

IMPLEMENTATION EFFORT

- ☐ High
- ☐ Medium
- ☒ Low

EXAMPLE USE CASES

- Mobile wallet
- Declining balance
- Executive card
- Department card
- Supplier / "ghost" card

GEOGRAPHIC AVAILABILITY



STATUS

Available Now

Our One Card solution offers the following benefits:

SIMPLIFIED

Spend capture

Consolidate spend to maximize rebate earning potential

Employee convenience

One card for all spend & streamlined expense management

Program administration

One data management tool (card account activity, reconciliation, reporting, or for export) and one spend reporting structure

CONTROL

Purchasing control

One set of spend controls (spend limit, cardholder fraud alerts, categories)

Expense monetization

Expand the benefits on your program to capture more spend

Program strategy

Free up your people to push results, not paper

...all while earning rebate on your spend.

One Card Benefits

Program Benefits

Customized solution

- Customizable controls at multiple business unit levels
- Integration with all ERPs
- Assist with supplier rationalization
- Integrated with emerging payment solutions

Acceptance at over 52 million locations worldwide¹

- Increased spend capture = Increased rebates

Liability waiver protection — \$100,000 per card

Modern technology

- Real-time access to data and reporting
 - Customized approval workflow
 - Receipt Imaging
 - Level III reporting
 - Consolidated and automated reporting
-

Program Controls

- **Dollar limits** by day or billing cycle
- **Activity limits** by transactions, by day or billing cycle
- **Cash advance access and limits**
- **Fraud Protection** J.P. Morgan dedicated fraud group – Up to \$100,000 Liability Insurance per eligible cardholder – Insures against employee misuse

Front-end

- Custom MCC groups
- Supplier level blocking
- Exclusive and inclusive processing

Back-end

- Standard and query-based reporting
 - Approval/Review feature
-

¹ The Nilson Report, Issue 1162, October 2019

Take spend control from manual to automatic to promote policy adherence and minimize misuse



Set spend limits by dollar amount and usage thresholds

- Credit limits
- Monthly transaction limits
- Daily amount limits
- Daily transaction limits
- Single amount limits
- Velocity limits



Specify MCC Group constraints

- Block MCC groups
- Assign MCC groups to different accounts in real time



Set temporary limits on demand for specific needs/ timeframes

- Unique/one-time purchases
- Emergencies
- Staff coverage

Card payments can help you **reduce risk** due to oversights with 1099 reporting or escheatment management since they eliminate the need for both.

Tap. Pay. Go. Features for Any Environment

Mobile Wallet

On Apple Pay, Google Pay, Samsung Pay

Cardholders can add their J.P. Morgan Commercial Card to Apple Pay, Google Pay and Samsung Pay to use as a convenient and secure payment method for business purchases—in-store, in-app and online. Credit lines and limits remain the same.

Security

Mobile wallet usage benefits security and protection of card numbers. A merchant never receives the primary account number.

Providing Convenience and Efficiency to Cardholders

Business purchases are quicker and more efficient when using the tap-to-pay features of a mobile wallet.



- 1 **Open** your mobile wallet
- 2 **Add and Authenticate** your card
- 3 **Pay** choose your commercial card, tap and go

Contactless Dual-Interface Cards

With EMV Technology

All physical Commercial Cards contain contactless EMV technology allowing cardholders to tap to pay at capable terminals for a faster purchase experience. Cardholders may also choose to insert their chip.



When this symbol is present at checkout, cardholders can tap their card for fast, easy and secure transactions.

Empower your cardholders to combat fraud: Commercial Cardholder Alerts

With commercial cardholder alerts, cardholders are notified when suspicious activity takes place on their account and given a chance to quickly reply to validate transactions.

Cardholders can enroll to receive notifications via any, or all of the following methods:



SMS text message*



Email

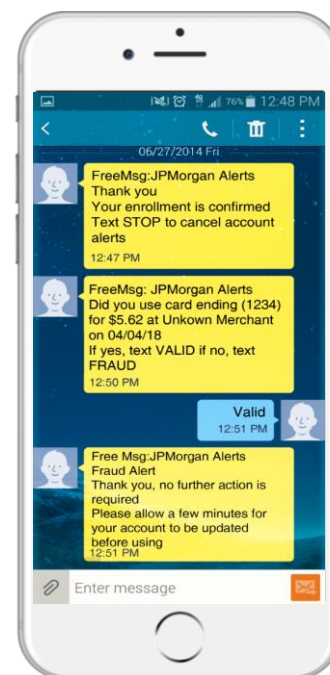
Cardholder alerts are one of the **easiest, fastest ways** for cardholders to **confirm fraud** on their accounts

Enrolling is as easy as 1-2-3!

1. Enter your commercial card account number and billing zip code.
2. Add your alert device(s).
3. Enter your contact information.

Enroll Today!

Get started on the
Commercial Card Alerts
website:
ccportal.jpmorgan.com



**Data charges may apply depending upon the plan you have with your provider*

Agenda

	Page
1 The OneCard	1
2 PaymentNet	6
3 Service Team	8

An online program management solution designed to support your goals

PaymentNet

STATUS

AVAILABLE NOW

PRODUCT EFFICIENCIES

-  Security
-  Flexibility
-  Rewards
-  Automation

HOW WE IMPLEMENT

- Deep dive discovery into your current process, structure and goals
- Detailed project plan established and monitored
- Best practices used to automate your key functions
- Hands-on configuration through testing and structured transition to BAU

GEOGRAPHIC AVAILABILITY



PaymentNet creates efficiencies by delivering the information you need, online or via a mobile device, for program and account management, anytime, anywhere

What is the value for you...

- Gain greater transparency and insights into your organization spend
- Help create efficiencies, simplify program management and save time
- Monitor out of compliance spend through reporting
- Automate transaction management and streamline reconciliation



Essential program functionality at your fingertips...

- **MANAGE** PROGRAM
- **APPROVE** TRANSACTIONS
- **BALANCE** BUDGET
- **ENSURE & MEASURE** COMPLIANCE

Simplify account management

Stay current with a snapshot view of your program

Download and view current and previous statements with one-click

Discover **which accounts may require attention** related to suspension, pending activation, nearing their credit limit or being past due

View account information on one consolidated screen

Screen shot is for illustrative purposes only; depending on the organization and hierarchy settings, some features of the dashboard may not be visible.

Agenda

	Page
1 The OneCard	1
2 PaymentNet	6
3 Service Team	8

Seamless program management with one point of contact

Contact your PC using
your preferred method

Email [CCS-Program-
Coordinators@jpmchase.com](mailto:CCS-Program-Coordinators@jpmchase.com)

Call (800) 207-5359

Available

24 hours/day
7 days/week
365 days/year



Program Coordinators are ready to assist you with your program servicing needs

- **First line of defense** – contact the program coordinators (PC) first for all your program servicing
- **Highly-skilled, tenured program coordinators** are commercial card experts, dedicated to meeting and exceeding your needs.
- **Proactive monitoring** of your program to mitigate cardholder friction & improve experiences



PCs can help with things like:

Investigate declined transactions or fraud
Add, remove or reinstate card accounts
Understand balance and payment status
Add or remove a program administrator
Add a new company
System and login issues/questions
Set up or modify file feeds
... and much more.



Prepared for CITY OF GULFPORT MISSISSIPPI

FINANCIAL PROPOSAL
June 16, 2023

FINANCIAL PROPOSAL

Financial Incentives – U.S. Program

Annual Standard Volume Incentive

J.P. Morgan is pleased to offer a volume rebate based on annual Total Charge Volume and Settlement Terms for your programs. The Settlement Terms in your contract determine the volume rebate rate we apply to the annual Net Charge Volume for your programs, according to the schedule below.

Settlement Terms of 30 & 25 means your billing cycle has 30 calendar days and you have 25 calendar days after the cycle ends to make a payment.

U.S. One Card program					
	Volume Rebate Rate applied to annual Net Charge Volume by Program Settlement Terms				
Annual Total Charge Volume at or above:	@ 14 & 7 Settlement Terms	@ 14 & 14 Settlement Terms	@ 30 & 7 Settlement Terms	@ 30 & 14 Settlement Terms	@ 30 & 25 Settlement Terms
\$250,000	0.34%	0.32%	0.32%	0.30%	0.28%
\$500,000	0.68%	0.65%	0.64%	0.60%	0.55%
\$1,000,000	1.13%	1.10%	1.09%	1.05%	1.00%
\$2,000,000	1.23%	1.20%	1.19%	1.15%	1.10%
\$3,000,000	1.28%	1.25%	1.24%	1.20%	1.15%
\$4,000,000	1.33%	1.30%	1.29%	1.25%	1.20%
\$5,000,000	1.38%	1.35%	1.34%	1.30%	1.25%
\$6,000,000	1.40%	1.37%	1.36%	1.32%	1.27%
\$7,000,000	1.42%	1.39%	1.38%	1.34%	1.29%
\$8,000,000	1.44%	1.41%	1.40%	1.36%	1.31%
\$9,000,000	1.46%	1.43%	1.42%	1.38%	1.33%
\$10,000,000+	1.48%	1.45%	1.44%	1.40%	1.35%

Discount Interchange Rate

Should Client achieve the minimum annual Total Charge Volume required to earn a Volume Rebate as stated above, Bank will pay Client a rebate based on annual Discount Interchange Rate Transaction Volume associated with each Program. The rebate will be calculated as the Discount Interchange Rebate Rate (with categories as determined according to the following schedule) multiplied by the annual Discount Interchange Rate Transaction Volume for each respective category associated with each Program, subject to the rebate adjustments below.

Discount Interchange Rebate Rate for U.S. One Card program Volume by Program Settlement Terms					
Settlement Terms	@ 14 & 7 Settlement Terms	@ 14 & 14 Settlement Terms	@ 30 & 7 Settlement Terms	@ 30 & 14 Settlement Terms	@ 30 & 25 Settlement Terms
Category 1	0.63%	0.59%	0.59%	0.55%	0.50%

FINANCIAL PROPOSAL

Category 2	0.15%	0.15%	0.15%	0.15%	0.15%
------------	-------	-------	-------	-------	-------

Terms and Conditions

- This offer will be effective at time of contract signing.
- The U.S. One Card program will be on a Visa platform.
- Settlement of any centrally billed account must be made by automatic debit.
- You shall not be liable for fraudulent transactions provided you operate your program in accordance with J.P. Morgan's fraud reduction requirements (i.e., block required high risk MCCs, maintain reasonable security precautions and controls regarding accounts and transaction info, and comply with other requirements as J.P. Morgan may reasonably require from time to time).
- Credit losses will be deducted from all rebates. In cases where rebates earned are insufficient to cover these deductions, you will be invoiced for the difference.
- To qualify for rebates, you must be current at the time of rebate calculation/payment, meet Settlement Terms and not be in default under the contract. Rebates will be calculated annually in arrears and paid in the first quarter for the previous contract year and will be paid by wire transfer to an account that you designate.
- In the event that the network lowers its interchange rates, J.P. Morgan reserves the right to adjust rebates and fees accordingly.
- J.P. Morgan reserves the right to set Supplier Fees on the J.P. Morgan Virtual Connect Network and to adjust client rebates and fees accordingly.
- All clients are subject to prior credit approval before a firm commitment will be issued from J.P. Morgan.

FINANCIAL PROPOSAL

UNITED STATES

The following are the fees associated with U.S. One Card program:

STANDARD SERVICES AND FEES

Late payment charge	Central bill: 1% of full amount past due assessed at end of the Cycle in which payment first became due and each Cycle thereafter Individual bill: 1% of full amount past due assessed 28 days after end of the Cycle in which payment first became due and each Cycle thereafter
International transaction	1.5% of the US Dollar amount charged
Standard card	\$0.00

ADDITIONAL SERVICES AND FEES

Cash advances	2.5% of amount advanced (\$2.50 minimum with no maximum)
Convenience check	2% of check amount (\$1.50 minimum with no maximum)
Executive card	\$75 annual fee per card

FINANCIAL PROPOSAL

Pricing Assumptions, Definitions and Disclaimer – U.S. Program

The proposed pricing for your requested card programs is based on the following assumptions:

COMMERCIAL CARD PROGRAMS	
	<i>U.S. One Card</i>
<i>Annual Total Charge Volume</i>	\$900,000
<i>Statement Billing Period</i>	30
<i>Payment Days from Statement Date</i>	25
<i>Cards</i>	24
<i>Contract Initial Term</i>	5 years with one-year auto renewals
<i>Type of Liability, Billing, and Payment</i>	Corporate, Central, Central

Definitions

“Net Charge Volume” means total charges made on any and all cards or accounts, net of returns, cash advances, convenience check amounts, and fraudulent transactions. U.S. Net Charge Volume does not include any Discount Interchange Rate Transaction Volume.

“Total Charge Volume” means the sum of Net Charge Volume and Discount Interchange Rate Transaction Volume.

“Discount Interchange Rate Transactions” means Transactions made on any and all cards or accounts, with an interchange rate or Supplier Fee below 2.00% under either applicable Credit Card Network rules or the JPMorgan Virtual Connect Network. Those Transactions include but are not limited to Large Ticket Transactions, level 3 Transactions, MasterCard and Visa Partnership programs, and any other programs entered into by the Networks, Client, Bank, merchant, or others whereby the parties to those programs have agreed to interchange rates or Supplier Fees below 2.00% for certain transactions. This does not include returns, cash advances, convenience check amounts, or Fraudulent Transactions.

“Discount Interchange Rate Transaction Volume” means total Discount Interchange Rate Transactions made on any and all cards or accounts. **Discount Interchange Rate Transaction Volume** is comprised of two categories based on the interchange rate of each transaction:

- **“Discount Interchange Transaction Volume Category 1”** covers all **Discount Interchange Rate Transaction Volume** with interchange rate or Supplier Fee 1.00% and above (interchange rates or Supplier Fee from 1.00% - 1.99%).
- **“Discount Interchange Transaction Volume Category 2”** covers all **Discount Interchange Rate Transaction Volume** with interchange rate or Supplier Fee below 1.00 % (interchange rates or Supplier Fee from 0.00 % -0.99 %).

“Supplier Fee” means the agreed upon fee(s) charged to merchants accepting payment through the JPMorgan Virtual Connect Network.

Disclaimer

We prepared this confidential and proprietary proposal exclusively for you in order to help you evaluate some of JPMorgan Chase Bank, N.A.’s products and services. In preparing this proposal, we have relied upon and assumed, without independent verification, the accuracy and completeness of all information provided by you, or otherwise obtained from public sources that we have otherwise reviewed.

This proposal:

- Is not legally binding
- Cannot be disclosed to a party other than the one we addressed and delivered it to, or its subsidiaries, and can only be used to evaluate the products and services here unless we otherwise agree in writing

FINANCIAL PROPOSAL

- Is valid for 180 days; thereafter, we can change it at any point or upon any requested changes, which can result in a new proposal.

Any products, services, terms, or other matters described in this proposal (other than in respect of confidentiality) are subject to the terms of separate legally binding documentation and are subject to change without notice. Additionally, we make no representations about the legal, regulatory, tax or accounting implications of anything in this proposal.

Neither we nor any of our directors, officers, employees or agents are responsible or liable to you or any other party for the contents of this proposal, anything referred to in it, and anything discussed as a result of it.

© JPMorgan Chase Bank, N.A. All Rights Reserved.

There came on for consideration at a duly constituted meeting of the Mayor and Members of the City Council of the City of Gulfport, Mississippi, held on the _____ day of _____, 2023, the following Resolution:

A RESOLUTION BY THE GULFPORT CITY COUNCIL TO APPROVE LEASE AGREEMENT BETWEEN THE CITY OF GULFPORT AND SOUTH MISSISSIPPI BUSINESS MACHINES OF GULFPORT, INC., CONCERNING COPIER/PRINTER RENTAL AND FOR RELATED PURPOSES

WHEREAS, the City of Gulfport desires to enter into a Lease Agreement with South Mississippi Business Machines of Gulfport, Inc. (“SMBM”), for the rental of a printer/copier in the Public Works Department which is attached hereto as Exhibit “A”; and

WHEREAS, the Council finds it is in the best interest of the City to approve the Lease Agreement concerning the required printer/copier machines as found in Exhibit “A” hereto.

NOW THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF GULFPORT, MISSISSIPPI, AS FOLLOWS:

SECTION 1. That the matters, facts, and things recited in the Preamble hereto are hereby adopted as the official findings of the Governing Authority.

SECTION 2. That the Lease Agreement concerning the rental of a printer/copier for the Public Works Department be and the same is hereby approved in substantially the same form as attached hereto as Exhibit “A” hereto; and the Mayor is, hereby, authorized to execute the same on behalf of the City of Gulfport.

SECTION 3. That this Resolution be, and it is hereby ordered to be spread on the minutes of the Governing Authority, and to be in full force and effect immediately upon its passage and enactment according to law.

The above and foregoing Resolution, after having been first reduced to writing and read by the Clerk, was introduced by _____, seconded by _____, and was adopted by the following roll call vote:

AYES

NAYS

ABSENT

WHEREUPON, the President declared the motion carried and the Resolution adopted this the _____ day of _____, 2023.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF THE COUNCIL

PRESIDENT

The above and foregoing Resolution was submitted to and approved by the Mayor, this the _____ day of _____, 2023.

APPROVED:

MAYOR



**PURCHASING
DEPARTMENT**

P.O. Box 1780
Gulfport, MS 39502
Phone: 228-868-5705
Fax: 228-868-0223

William H. Hardy Building
1410 24th Ave. 2nd Floor
Gulfport, MS 39501

MEMORANDUM

TO: City Councilmembers
Mayor Billy Hewes

FROM: Jessica Versiga, Purchasing Agent

DATE: July 7, 2023

RE: South Mississippi Business Machine

The Purchasing Department request permission to enter into a 4-year service agreement with South Mississippi Business Machine for a new the replacement of a Sharp Digital Color MFP – Function Copier in the Public Works / Engineering Department.

The attached quote shows South Mississippi Business Machine price lower that the current MS State Contract # 8200067922 by \$13.82 per month.

Please see the attached quote provided by South Mississippi Business Machine as well as the rental agreement.

Thank you for your consideration.

July 6, 2023

City of Gulfport, Engineering
4050 Hewes Ave
Gulfport, MS 39507

Attn: Jessica / Veronica

MS State Contract #8200067922

South Mississippi Business Machines would like to express our gratitude for the opportunity to offer this proposal for a Sharp Digital Color MFP. Our staff stands ready to assist you in every way possible to ensure your satisfaction. The following information pertains to the equipment you expressed an interest in:

	<u>48 Mth State Price</u>	<u>48 Mth SMBM Price</u>
Sharp BP-50C45 45cpm Digital Color MFP w/Copy, Print, Scan & Fax	\$ 182.82	\$ 169.00
Includes: 100 Sheet Reverse Single Pass Feeder		
(4) 550 Sheet Paper Trays		
(1) 100 Sheet Bypass Tray		
Staple Finisher		
3 Hole Punch		
Trayless Duplexing		
Surge Protector		

Full Service Maintenance Contract: Covers all parts, labor and supplies, excluding paper

B/W: .0075 cost per copy

Color: .042 cost per copy

If I can be of further assistance, please feel free to call me at 228-697-0650.

Kind Regards,



Travis Cuevas
General Manager

RENTAL AGREEMENT
FOR USE BY MISSISSIPPI AGENCIES & GOVERNING AUTHORITIES
AND VENDORS
(applicable to equipment-rental transactions)

This Rental Agreement (hereinafter referred to as Agreement) is entered into by and between City of Gulfport (hereinafter referred to as Customer), and SMBM of Gulfport (hereinafter referred to as Vendor). This Agreement becomes effective upon signature by Customer and Vendor, and shall take precedence over all agreements and understandings between the parties. Vendor, by its acceptance hereof, agrees to rent to Customer, and Customer, by its acceptance hereof, agrees to rent from Vendor, the equipment, including applicable software and services to render it continually operational, listed in Exhibit A, which is attached hereto and incorporated herein.

1. CUSTOMER ACCOUNT ESTABLISHMENT:

- A. A separate Vendor Customer Number will be required for each specific customer/installation location.
- B. The Customer is identified as the entity on the first line of the "bill-to" address. All invoices and notices of changes will be sent to the "bill-to" address in accordance with Paragraph 8 herein.
- C. Ship-to and/or Installed-at address is the location to which the initial shipment of equipment/supplies will be made and the address to which service representatives will respond. Subsequent shipments of supplies for installed equipment will also be delivered to the "installed-at" address unless otherwise requested.
- D. Unless creditworthiness for this Customer Number has been previously established by Vendor, Vendor's Credit Department may conduct a credit investigation for this Agreement. Notwithstanding delivery of equipment, Vendor may revoke this Agreement by written notice to the Customer if credit approval is denied within thirty (30) days after the date this Agreement is accepted for Vendor by an authorized representative.

2. EQUIPMENT SELECTION, PRICES, AND AGREEMENT: The Customer has selected and Vendor agrees to provide the equipment, including applicable software and services to render it continually operational, identified on Exhibit A attached to this Agreement. The specific prices, inclusive of applicable transportation charges, are as set forth on the attached Exhibit A. The parties understand and agree that the Customer is exempt from the payment of taxes.

3. SHIPPING AND TRANSPORTATION: Vendor agrees to pay all non-priority, ground shipping, transportation, rigging and drayage charges for the equipment from the equipment's place of manufacture to the installation address of the equipment as specified under this Agreement. If any form of express shipping method is requested, it will be paid for by Customer.

4. RISK OF LOSS OR DAMAGE TO EQUIPMENT: While in transit, Vendor shall assume and bear the entire risk of loss and damage to the equipment from any cause whatsoever. If, during the period the equipment is in Customer's possession, due to gross negligence of the customer, the equipment is lost or damaged, then, the customer shall bear the cost of replacing or repairing said equipment.

5. DELIVERY, INSTALLATION, ACCEPTANCE, AND RELOCATION:

A. DELIVERY: Vendor shall deliver the equipment to the location specified by Customer and pursuant to the delivery schedule agreed upon by the parties. If, through no fault of the Customer, Vendor is unable to deliver the equipment or software, the prices, terms and conditions will remain unchanged until delivery is made by Vendor. If, however, Vendor does not deliver the equipment or software within ten (10) working days of the delivery due date, Customer shall have the right to terminate the order without penalty, cost or expense to Customer of any kind whatsoever.

B. INSTALLATION SITE: At the time of delivery and during the period Vendor is responsible for maintenance of the equipment, the equipment installation site must conform to Vendor's published space, electrical and environmental requirements; and the Customer agrees to provide, at no charge, reasonable access to the equipment and to a telephone for local or toll free calls.

C. INSTALLATION DATE: The installation date of the equipment shall be that date as is agreed upon by the parties, if Vendor is responsible for installing the equipment.

D. ACCEPTANCE: Unless otherwise agreed to by the parties, Vendor agrees that Customer shall have ten (10) working days from date of delivery and installation, to inspect, evaluate and test the equipment to confirm that it is in good working order.

E. RELOCATION: Customer may transfer equipment to a new location by notifying Vendor in writing of the transfer at least thirty (30) calendar days before the move is made. If Vendor is responsible for maintenance of the equipment, this notice will enable Vendor to provide technical assistance in the relocation efforts, if needed, as well as to update Vendor's records as to machine location. There will be no cessation of rental charges during the period of any such transfer. The Vendor's cost of moving and reinstalling equipment from one location to another is not included in this Agreement, and Customer agrees to pay Vendor, after receipt of invoice of Vendor's charges with respect to such moving of equipment, which will be billed to Customer in accordance with Vendor's standard practice then in effect for commercial users of similar equipment or software and payment remitted in accordance with Paragraph 8 herein.

6. RENTAL TERM: The rental term for each item of equipment shall be that as stated in the attached Exhibit A. If the Customer desires to continue renting the equipment at the expiration of the original rental agreement, the Customer must enter into a new rental agreement which shall be separate from this Agreement. There will be no automatic renewals allowed. There shall be no option to purchase.

7. OWNERSHIP: Unless the Customer has obtained title to the equipment, title to the equipment shall be and remain vested at all times in Vendor or its assignee and nothing in this Agreement shall give or convey to Customer any right, title or interest therein, unless purchased by Customer. Nameplates, stencils or other indicia of Vendor's ownership affixed or to be affixed to the equipment shall not be removed or obliterated by Customer.

8. PAYMENTS:

A. INVOICING AND PAYMENTS: The charges for the equipment, software or services covered by this Agreement are specified in the attached Exhibit A. Charges for any partial month for any item of equipment shall be prorated based on a thirty (30) day month. Vendor shall submit an invoice with the appropriate documentation to Customer.

1. E-PAYMENT: The Vendor agrees to accept all payments in United States currency via the State of Mississippi's electronic payment and remittance vehicle. The Customer agrees to make payment in accordance with Mississippi law on "Timely Payments for Purchases by Public Bodies", Section 31-7-301, *et seq.* of the 1972 Mississippi Code Annotated, as amended, which generally provides for payment of undisputed amounts by the agency within forty-five (45) days of receipt of the invoice.

2. PAYMODE: Payments by state agencies using the Statewide Automated Accounting System (SAAS) shall be made and remittance information provided electronically as directed by the Customer. These payments shall be deposited into the bank account of the Vendor's choice. The Customer, may at its sole discretion, require the Vendor to submit invoices and supporting documentation electronically at any time during the term of this Agreement. The Vendor understands and agrees that the Customer is exempt from the payment of taxes. All payments shall be in United States currency.

B. METER READINGS: If applicable, the Customer shall provide accurate and timely meter readings at the end

of each applicable billing period on the forms or other alternative means specified by Vendor. Vendor shall have the right, upon reasonable prior notice to Customer, and during Customer's regular business hours, to inspect the equipment and to monitor the meter readings. If Customer meter readings are not received in the time to be agreed upon by the parties, the meter readings may be obtained electronically or by other means or may be estimated by Vendor subject to reconciliation when the correct meter reading is received by Vendor.

C. COPY CREDITS: If applicable, if a copier is being rented, the Customer will receive one (1) copy credit for each copy presented to Vendor which, in the Customer's opinion, is unusable and also for each copy which was produced during servicing of the equipment. Copy credits will be issued only if Vendor is responsible for providing equipment services or maintenance services (except time and materials maintenance). Copy credits will be reflected on the invoice as a reduction in the total copy volume, except for run length plans which will be credited at a specific copy credit rate as shown on the applicable price list.

9. USE OF EQUIPMENT: Customer shall operate the equipment according to the manufacturer's specifications and documented instructions. Customer agrees not to employ or use additional attachments, features or devices on the equipment or make changes or alterations to the equipment covered hereby without the prior written consent of Vendor in each case, which consent shall not be unreasonably withheld.

10. MAINTENANCE SERVICES, EXCLUSIONS, AND REMEDIES:

A. SERVICES: If Vendor is responsible for providing equipment services, maintenance services (except for time and materials), or warranty services: (1) Vendor shall install and maintain the equipment and make all necessary adjustments and repairs to keep the equipment in good working order. (2) Parts required for repair may be used or reprocessed in accordance with Vendor's specifications and replaced parts are the property of Vendor, unless otherwise specifically provided on the price lists. (3) Services will be provided during Customer's usual business hours. (4) If applicable, Customer will permit Vendor to install, at no cost to Customer, all retrofits designated by Vendor as mandatory or which are designed to insure accuracy of meters.

B. EXCLUSIONS: The following is not within the scope of services: (1) Provision and installation of optional retrofits. (2) Services connected with equipment relocation. (3) Installation/removal of accessories, attachments or other devices. (4) Exterior painting or refinishing of equipment. (5) Maintenance, installation or removal of equipment or devices not provided by Vendor. (6) Performance of normal operator functions as described in applicable Vendor operator manuals. (7) Performance of services necessitated by accident; power failure; unauthorized alteration of equipment or software; tampering; service by someone other than Vendor; causes other than ordinary use; interconnection of equipment by electrical, or electronic or mechanical means with noncompatible equipment, or failure to use operating system software. If Vendor provides, at the request of the Customer, any of the services noted above, the Customer may be billed by Vendor at a rate not to exceed the Master State Prices Agreement between the Vendor and the State of Mississippi, or in the absence of such agreement at the then current time and materials rates.

C. REMEDIES: If during the period in which Vendor is providing maintenance services, Vendor is unable to maintain the equipment in good working order, Vendor will, at no additional charge, provide either an identical replacement or another product that provides equal or greater capabilities.

11. HOLD HARMLESS: To the fullest extent allowed by law, Vendor shall indemnify, defend, save and hold harmless, protect, and exonerate the Customer and the State of Mississippi, its Commissioners, Board Members, officers, employees, agents, and representatives from and against all claims, demands, liabilities, suits, actions, damages, losses, and costs of every kind and nature whatsoever, including, without limitation, court costs, investigative fees and expenses, and attorneys' fees, arising out of or caused by Vendor and/or its partners, principals, agents, employees, and/or subcontractors in the performance of or failure to perform this Agreement. In the Customer's sole discretion, Vendor may be allowed to control the defense of any such claim, suit, etc. In the event Vendor defends said claim, suit, etc., Vendor shall use legal counsel acceptable to the Customer; Vendor shall be solely liable for all reasonable costs and/or expenses associated with such defense and the Customer shall be entitled to participate in said defense. Vendor shall not settle any claim, suit, etc., without the Customer's concurrence,

which the Customer shall not unreasonably withhold.

12. ALTERATIONS, ATTACHMENTS, AND SUPPLIES:

A. If Customer makes an alteration, attaches a device or utilizes a supply item that increases the cost of services, Vendor will either propose an additional service charge or request that the equipment be returned to its standard configuration or that use of the supply item be discontinued. If, within five (5) days of such proposal or request, Customer does not remedy the problem or agree in writing to do so within a reasonable amount of time, Vendor shall have the right to terminate this Agreement as provided herein. If Vendor believes that an alteration, attachment or supply item affects the safety of Vendor personnel or equipment users, Vendor shall notify Customer of the problem and may withhold maintenance until the problem is remedied.

B. Unless Customer has obtained title to the equipment free and clear of any Vendor security interest, Customer may not remove any ownership identification tags on the equipment or allow the equipment to become fixtures to real property.

13. ASSIGNMENT: The Vendor shall not assign, subcontract or otherwise transfer in whole or in part, its right or obligations under this Agreement without prior written consent of the Customer. Any attempted assignment or transfer without said consent shall be void and of no effect.

14. GOVERNING LAW: This Agreement shall be governed by and construed in accordance with the laws of the State of Mississippi, excluding its conflicts of laws provisions, and any litigation with respect thereto shall be brought in the courts of said state. The Vendor shall comply with applicable federal, state, and local laws and regulations.

15. NOTICE: Any notice required or permitted to be given under this Agreement shall be in writing and personally delivered or sent by certified United States mail, postage prepaid, return receipt requested, to the party to whom the notice should be given at the address set forth below. Notice shall be deemed given when actually received or when refused. The parties agree to promptly notify each other in writing of any change of address.

For the Vendor: SMBM of Gulfport

For the Customer: City of Gulfport

Name Travis Cuevas
Title General Manager
Address PO Box 697, Gpt, MS
City, State, & Zip Code 39502

Name Billy Hewes
Title Mayor
Address PO Box 1780, Gpt. MS
City, State, & Zip Code 39502

16. WAIVER: Failure by the Customer at any time to enforce the provisions of this Agreement shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of this Agreement or any part thereof or the right of the Customer to enforce any provision at any time in accordance with its terms.

17. CAPTIONS: The captions or headings in this Agreement are for convenience only, and in no way define, limit or describe the scope or intent of any provision or section of this Agreement.

18. SEVERABILITY: If any term or provision of this Agreement is prohibited by the laws of the State of Mississippi or declared invalid or void by a court of competent jurisdiction, the remainder of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

19. THIRD PARTY ACTION NOTIFICATION: Vendor shall give Customer prompt notice in writing of any action or suit filed, and prompt notice of any claim made against Vendor by any entity that may result in litigation related in any way to this Agreement.

20. AUTHORITY TO CONTRACT: Vendor warrants that it is a validly organized business with valid authority to enter into this Agreement and that entry into and performance under this Agreement is not restricted or prohibited by any loan,

security, financing, contractual or other agreement of any kind, and notwithstanding any other provision of this Agreement to the contrary, that there are no existing legal proceedings, or prospective legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under this Agreement.

21. **RECORD RETENTION AND ACCESS TO RECORDS:** The Vendor agrees that the Customer or any of its duly authorized representatives at any time during the term of this Agreement shall have unimpeded, prompt access to and the right to audit and examine any pertinent books, documents, papers, and records of the Vendor related to the Vendor's charges and performance under this Agreement. All records related to this Agreement shall be kept by the Vendor for a period of three (3) years after final payment under this Agreement and all pending matters are closed unless the Customer authorizes their earlier disposition. However, if any litigation, claim, negotiation, audit or other action arising out of or related in any way to this Agreement has been started before the expiration of the three (3) year period, the records shall be retained for one (1) year after all issues arising out of the action are finally resolved. The Vendor agrees to refund to the Customer any overpayment disclosed by any such audit arising out of or related in any way to this Agreement.

22. **EXTRAORDINARY CIRCUMSTANCES:** If either party is rendered unable, wholly or in part, by reason of strikes, accidents, acts of God, weather conditions or any other acts beyond its control and without its fault or negligence to comply with any obligations or performance required under this Agreement, then such party shall have the option to suspend its obligations or performance hereunder until the extraordinary performance circumstances are resolved. If the extraordinary performance circumstances are not resolved within a reasonable period of time, however, the non-defaulting party shall have the option, upon prior written notice, of terminating the Agreement.

23. **TERMINATION:** This Agreement may be terminated as follows: (a) Customer and Vendor mutually agree to the termination, or (b) If either party fails to comply with the terms and conditions of this Agreement and that breach continues for thirty (30) days after the defaulting party receives written notice from the other party, then the non-defaulting party has the right to terminate this Agreement. The non-defaulting party may also pursue any remedy available to it in law or in equity. Upon termination, all obligations of Customer to make payments required hereunder shall cease.

24. **AVAILABILITY OF FUNDS:** It is expressly understood and agreed that the obligation of the Customer to proceed under this Agreement is conditioned upon the appropriation of funds by the Mississippi State Legislature and the receipt of state and/or federal funds. If the funds anticipated for the continuing fulfillment of the agreement are, at any time, not forthcoming or insufficient, either through the failure of the federal government to provide funds or of the State of Mississippi to appropriate funds or the discontinuance or material alteration of the program under which funds were provided or if funds are not otherwise available to the Customer, the Customer shall have the right upon ten (10) working days written notice to the Vendor, to terminate this Agreement without damage, penalty, cost or expenses to the Customer of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.

25. **MODIFICATION OR RENEGOTIATION:** This Agreement may be modified, altered or changed only by written agreement signed by the parties hereto. The parties agree to renegotiate the Agreement if federal, state and/or the Customer's revisions of any applicable laws or regulations make changes in this Agreement necessary.

26. **WARRANTIES:** Vendor warrants that the equipment, when operated according to the manufacturer's specifications and documented instructions, shall perform the functions indicated by the specifications and documented literature. Vendor may be held liable for any damages caused by failure of the equipment to function according to specifications and documented literature published by the manufacturer of the equipment.

27. **E-VERIFY COMPLIANCE:** If applicable, the Vendor represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act of 2008, Section 71-11-1, *et seq.* of the Mississippi Code Annotated (Supp 2008), and will register and participate in the status verification system for all newly hired employees. The term "employee" as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, "status verification system" means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. The Vendor agrees to maintain records of such compliance and, upon request of the State and

approval of the Social Security Administration or Department of Homeland Security, where required, to provide a copy of each such verification to the Customer. The Vendor further represents and warrants that any person assigned to perform services hereafter meets the employment eligibility requirements of all immigration laws of these warranties, the breach of which may subject the Vendor to the following: (1) termination of this Agreement and ineligibility for any state or public contract in Mississippi for up to three (3) years, with notice of such cancellation/termination being made public, or (2) the loss of any license, permit, certification or other document granted to the Vendor by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year, or (3) both --in the event of such cancellation/termination, the Vendor would also be liable for any additional costs incurred by the Customer due to the contract cancellation or loss of license or permit.

28. **HARD DRIVE SECURITY:** Vendor must properly format the hard drive, deleting all information, or replace the hard drive with a new hard drive prior to storing or re-selling the equipment. The Customer may request to retain the hard drive for a nominal fee. Vendor will supply written notification to the Customer that all data has been made inaccessible. This notification must be provided with forty-five (45) days of the equipment being returned to the Vendor.

29. **ENTIRE AGREEMENT:** This Agreement constitutes the entire agreement of the parties with respect to the equipment, software or services described herein and supersedes and replaces any and all prior negotiations, understandings and agreements, written or oral, between the parties relating hereto. No terms, conditions, understandings, usages of the trade, course of dealings or agreements, not specifically set out in this Agreement or incorporated herein, shall be effective or relevant to modify, vary, explain or supplement this Agreement.

30. **TRANSPARENCY:** This Agreement, including any accompanying exhibits, attachments, and appendices, is subject to the "Mississippi Public Records Act of 1983," codified as Section 25-61-1 et seq., Mississippi Code Annotated and exceptions found in Section 79-23-1 of the Mississippi Code Annotated (1972, as amended). In addition, this Agreement is subject to provisions of the Mississippi Accountability and Transparency Act of 2008 (MATA), codified as Section 27-104-151 of the Mississippi Code Annotated (1972, as amended). Unless exempted from disclosure due to a court-issued protective order, this Agreement is required to be posted to the Department of Finance and Administration's independent agency contract website for public access. Prior to posting the Agreement to the website, any information identified by the Vendor as trade secrets, or other proprietary information including confidential vendor information, or any other information which is required confidential by state or federal law or outside the applicable freedom of information statutes will be redacted. A fully executed copy of this Agreement shall be posted to the State of Mississippi's accountability website at: <http://www.transparency.mississippi.gov>.

31. **COMPLIANCE WITH LAWS:** The Vendor understands that the Customer is an equal opportunity employer and therefore maintains a policy which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, disability, genetic information, or any other consideration made unlawful by federal, state, or local laws. All such discrimination is unlawful and the Vendor agrees during the term of the Agreement that the Vendor will strictly adhere to this policy in its employment practices and provision of services. The Vendor shall comply with, and all activities under this Agreement shall be subject to, all applicable federal, State of Mississippi, and local laws and regulations, as now existing and as may be amended or modified.

Revised Date: February 2014

For the faithful performance of the terms of this Agreement, the parties have caused this Agreement to be executed by their undersigned representatives.

Witness my signature this the _____ day of _____, 20_____.

Vendor: SMBM of Gpt

By: Travis Cuevas
Authorized Signature

Printed Name: Travis Cuevas

Title: General Manager

Witness my signature this the _____ day of _____, 20_____.

Customer: City of Gulfport

By: _____
Authorized Signature

Printed Name: Billy Hewes

Title: Mayor

Revised Date: February 2014

EXHIBIT A
RENTAL AGREEMENT
FOR USE BY
MISSISSIPPI Agencies AND VENDORS
(Applicable to Equipment Rental Transactions)

The following, when signed by the Customer and the Vendor shall be considered to be a part of the Rental Agreement between the parties.

Vendor Company Name: SMBM of Gulfport

Customer Agency Name: City of Gulfport

Bill to Address: P O Box 1780
Gulfport, MS 39502

Ship to Address: Engineering
4050 Hewes Ave

Description of Equipment, Software, or Services

Price

Sharp BP-50C45 MFP

169.00 per mth

Delivery Schedule and Installation Date:

Rental Term: (Number of Months) 48

Start Date: 8-1-2023

End Date: 8-1-2027

Modifications: _____


Vendor Signature

Customer Signature

There came on for consideration at a duly constituted meeting of the Mayor and Members of the City Council of the City of Gulfport, Mississippi, held on the ____ day of _____, 2023, the following Resolution:

A RESOLUTION BY THE GULFPORT CITY COUNCIL APPROVING AMENDMENT NO. 1 TO PROFESSIONAL SERVICES AGREEMENT WITH SPORT FACILITY ADVISORY, LLC, CONCERNING THE SPORTSPLEX, AND FOR RELATED PURPOSES

WHEREAS, in February 2023, the City entered into a “Professional Services Agreement” (“Contract” or “original Contract”) with Sports Facilities Advisory, LLC, (Contractor), whereby Contractor was to provide various professional services to City, to include professional services associated with the study, evaluation, and presentation of substantiated findings / conclusions and recommendations concerning privatization of all or parts of the services and operations currently within the City’s "Department of Leisure Services," to include, but not be limited to, operation and maintenance of the Client's Sportsplex facilities; and

WHEREAS, the existing original Contract provides that it may be amended or modified by written document signed by the City and Contractor; and

WHEREAS, the City finds there is a need at this point to retain and utilize the services of Contractor for additional work with respect to study and analysis of the City’s sportsplex facility and associated operation and that the agreement should be amended to increase the scope of services to be provided and to increase the amount of compensation to be paid to Contractor under the original February 2023 Contract, and the parties mutually agree to the corresponding needed amendment to the Contract in view of the increase in the scope of services and the total amount of compensation as set forth herein.

NOW THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF GULFPORT, MISSISSIPPI, AS FOLLOWS, TO WIT:

Section 1. That the matters, facts and things recited in the Preamble hereto are hereby adopted as the official findings of the Governing Authority.

Section 2. That Amendment No. 1 to the Professional Services Agreement with Sports Facilities Advisory, LLC, be and the same is hereby approved, and the Mayor is hereby authorized to execute and deliver the same on behalf of the City of Gulfport.

Section 3. That this Resolution be, and it is hereby ordered to be spread on the minutes of the Governing Authority, and to be in full force and effect immediately upon its passage and enactment according to law.

The above and foregoing Resolution, after having been first reduced to writing and ready by the Clerk, was introduced by _____, seconded by _____, and was adopted by the following roll call vote:

AYES

NAYS

ABSENT

WHEREUPON, the President declared the motion carried and the Resolution adopted this the _____ day of _____, 2023.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF THE COUNCIL

PRESIDENT

The above and foregoing Resolution was submitted to and approved by the Mayor, this the _____ day of _____, 2023.

APPROVED:

MAYOR

There came on for consideration at a duly constituted meeting of the Mayor and Members of the City Council of the City of Gulfport, Mississippi, held on the ____ day of _____, 2023, the following RESOLUTION:

A RESOLUTION BY THE GULFPORT CITY COUNCIL APPROVING SUBAWARD AGREEMENT WITH THE MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY REGARDING THE MISSISSIPPI INFRASTRUCTURE MODERNIZATION ACT – PAVING INFRASTRUCTURE PROJECT, AND FOR RELATED PURPOSES

WHEREAS, the City of Gulfport desires to undertake a project to repair or replace outdated, undersized and/or damaged water, sewer and drainage infrastructure across the City in connection with paving projects around the City; and

WHEREAS, the City of Gulfport was awarded grant funds from the Mississippi Municipality and County Water Infrastructure Grant Program in the amount up to \$1,412,565.70 to go towards the total estimated cost of the project of \$3,057,892.50, with the remainder of the funding from the project to come from funds received by the City pursuant to the American Rescue Plan Act as set forth more fully in the attached Subaward Agreement (see Exhibit “A” attached); and

WHEREAS, MDEQ presented a Subaward Agreement (see Exhibit “A” attached) to the City concerning the award of said state funds to the City, and the same has been reviewed and is believed to be in the best interest of the City of Gulfport that the City enter into the same with MDEQ.

NOW THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF GULFPORT, MISSISSIPPI, AS FOLLOWS, TO WIT:

Section 1. That the matters, facts and things recited in the Preamble hereto are hereby adopted as the official findings of the Governing Authority.

Section 2. That the Subaward Agreement between the City and the Mississippi Department of Environmental Quality attached hereto as Exhibit “A” be and the same is hereby approved, and the Mayor be and he is hereby authorized to execute and deliver the same on behalf of the City of Gulfport.

Section 3. That this Resolution be, and it is hereby ordered to be spread on the minutes of the governing Authority, and to be in full force and effect as provided by law.

The above and foregoing Resolution, after having been first reduced to writing and ready by the Clerk, was introduced by _____, seconded by _____, and was adopted by the following roll call vote:

AYES

NAYS

ABSENT

WHEREUPON, the President declared the motion carried and the Resolution adopted this the _____ day of _____, 2023.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF THE COUNCIL

PRESIDENT

The above and foregoing Resolution was submitted to and approved by the Mayor, this the _____ day of _____, 2023.

APPROVED:

MAYOR

Memorandum – City of Gulfport



PUBLIC WORKS & ENGINEERING

To: Mayor Billy Hewes and Members of the City Council

CC: Leonard Papania, CAO
Todd Harman, CPA, Director of Finance and Accounting
Tyler Gentry, Assistant Director of Public Works – Operations
Jeremy Harrison, P.E., Assistant City Engineer
Jessica Versiga, Purchasing Agent
Legal Department

From: Wayne E. Miller, P.E., Director of Public Works and Engineering

WEM

Date: July 05, 2023

Re: **Recommendation to Approve Sub-Award Grant Agreement with the Mississippi Department of Environmental Quality (MDEQ)**
– Mississippi Infrastructure Modernization Act – Paving Infrastructure

Attached for your consideration is the Grant Agreement for the above referenced project with the Mississippi Department of Environmental Quality (MDEQ).

This project includes repairing or replacing outdated, undersized and/or damaged water, sewer and drainage infrastructure across the City.

The total cost of this project is \$3,057,892.50. The Mississippi Municipality and County Water Infrastructure (MCWI) will fund up to \$1,412,565.70. The remaining balance will be funded by the American Rescue Plan Act (ARPA).

I recommend approval of this item.

Attachments:

1. Sub-Award Grant Agreement with MDEQ

**MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY
MISSISSIPPI MUNICIPALITY AND COUNTY WATER INFRASTRUCTURE GRANT**

STATE OF MISSISSIPPI
COUNTY OF HINDS

MDEQ AGREEMENT NO. 157-2-DW-5.15

SUBAWARD AGREEMENT

This document is a Subaward Agreement (this “Agreement”) between the Mississippi Department of Environmental Quality (“MDEQ”), a Pass-through entity as defined in 2 C.F.R. § 200.1, and City of Gulfport, UEI Number: G8SCFJ32K4N5 (“SUBRECIPIENT”, and together with MDEQ, the “Parties”, and each, a “Party”) to provide grant funds for the Work conducted under the Mississippi Municipality and County Water Infrastructure (“MCWI”) Grant Program (the “Program”) as specified in Article 4.

1. SOURCE OF FUNDS

The grant funds provided by this Agreement are made available pursuant to the Municipality and County Water Infrastructure Grant Program Act of 2022 (Miss. Code Ann. § 49-2-131), provided through funds awarded to the State of Mississippi pursuant to the American Rescue Plan Act of 2021 (“ARPA”), Public Law 117-2 (March 11, 2021), provided through the U.S. Department of Treasury pursuant to Federal Award # SLFRP0003 and CFDA No. 21.027 (Coronavirus State and Local Fiscal Recovery Funds) awarded on May 10, 2021, and subsequently to MDEQ through Mississippi Senate Bill 3056, 2022 Regular Session (April 26, 2022) and Mississippi House Bill 1716, 2023 Regular Session (March 22, 2023).

2. PROJECT

Under this Agreement, MDEQ agrees to disburse funds to SUBRECIPIENT in accordance with the terms herein to reimburse the costs associated with SUBRECIPIENT’s implementation of the project entitled “Mississippi Infrastructure Modernization Act - Paving Infrastructure” (the “Project”).

3. PURPOSE

The purpose of this Project is to make a necessary investment in an upgrade to SUBRECIPIENT’s infrastructure. The Project is not for Research and Development.

4. SCOPE OF WORK

SUBRECIPIENT shall perform the tasks as described and identified in Attachment A, Scope of Work (the “Work”).

5. TERMS AND CONDITIONS

SUBRECIPIENT is subject to U.S. Treasury’s regulations governing ARPA, and all applicable terms and conditions in 2 C.F.R. Part 200 of the Office of Management and Budget

(“OMB”) Uniform Guidance for Grants and Cooperative Agreements, as amended, including Appendix II to Part 200, and all other OMB circulars, executive orders or other federal laws or regulations applicable to the services provided under this Agreement. All of these terms and conditions of this Agreement apply to SUBRECIPIENT and, as applicable, its Contractors/Contracted Parties.

6. **PERIOD OF PERFORMANCE**

The Period of Performance shall commence upon the execution of this Agreement and shall end on **September 30, 2026**. Costs incurred on March 3, 2021, or thereafter, but prior to the commencement of the Period of Performance may be reimbursed provided MDEQ determines such costs are allowable and eligible. SUBRECIPIENT agrees to complete all tasks included in the Scope of Work within this Period of Performance, unless otherwise specified in writing by MDEQ. If, at any time during the Period of Performance of this Agreement, SUBRECIPIENT determines, based on the Work performed to date, that the Work cannot be completed within the Period of Performance, SUBRECIPIENT shall so notify MDEQ immediately in writing.

Failure to adhere to the requirements placed on MCWI funds can result in termination of this Agreement and may result in a demand for repayment by MDEQ. Moreover, if MDEQ is required to return any funds as a result of misspending on the part of SUBRECIPIENT, MDEQ reserves the right to seek and receive repayment of the amount of funds in question.

7. **CONSIDERATION AND PAYMENT**

A. *Project Cost.* The total Project cost shall not exceed **\$3,057,892.50**, with said amount broken down as follows:

i. MCWI Grant Funds shall not exceed **\$1,412,565.70**;

ii. The Local Fiscal Recovery Funds (“LFRF”) received by SUBRECIPIENT from the U.S. Treasury or the Mississippi Department of Finance and Administration used as matching funds in this Agreement shall not exceed **\$1,412,565.70**;

iii. Any LFRF transferred to SUBRECIPIENT from a county or municipality (“Transferred LFRF”) shall not exceed **\$0.00**;

iv. Any other funds that SUBRECIPIENT obligates(ed) to the project that are not eligible for MCWI match (“Other Funds”) shall not exceed **\$232,761.10**.

B. Professional fees that will be reimbursed with MCWI Grant Funds shall not exceed **\$122,315.70**. This amount is included in, and is not in addition to, the maximum MCWI Grant Funds specified in Article 7.A.i, above and Article 7.C., below.

SUBRECIPIENT understands and acknowledges that the amount of professional fees, as defined in the MCWI Regulations, Rule 1.1 E. (18), that may be matched with MCWI Grant Funds is limited to no more than 4% of the total amount of costs actually

incurred on the Project, which in no case may be more than the total Project cost set forth in Article 7.A., above.

C. *Consideration.* As consideration for the performance of the tasks included in this Agreement, MDEQ agrees to reimburse SUBRECIPIENT an amount not to exceed **One Million Four Hundred Twelve Thousand Five Hundred Sixty-Five Dollars and Seventy Cents (\$1,412,565.70)** (the “Maximum Amount”).

MDEQ is under no obligation to provide funds to SUBRECIPIENT if SUBRECIPIENT has not met, or does not continue to meet, minimum federal requirements to receive funds, such as but not limited to, adhering to applicable procurement requirements found in 2 C.F.R. Part 200 *et al.* Moreover, MDEQ bears no responsibility relative to SUBRECIPIENT’s expenditure of its own funds. To that end, in the process of review of documentation for reimbursement, as well as compliance monitoring activities associated with the Program, MDEQ is not responsible or liable for any expenditure made by SUBRECIPIENT with its funds. As such, SUBRECIPIENT is solely responsible for compliance with federal and state requirements associated with its LFRF, its LFRF Transferred Funds, and any other funds it uses towards its Project that are not a part of the MCWI Grant Funds. SUBRECIPIENT must substantiate all expenditures in a compliant manner. MDEQ is under no obligation to reimburse costs incurred that are not demonstrably compliant with federal and state law.

D. *Payment.* Subject to available funding, as set forth in the terms and conditions of this Agreement, MDEQ shall pay all properly invoiced amounts due to SUBRECIPIENT within forty-five (45) days after MDEQ’s receipt of such invoice, except for any amounts disputed by MDEQ in good faith. Legislative approval may be required where MDEQ receives any claim of payment from SUBRECIPIENT that includes Work performed outside a one (1) year period from receipt of such invoice.

i. *Request for Payment.* SUBRECIPIENT shall request payment of funds hereunder for Project costs on a reimbursement basis (such requests, “Reimbursement Requests”), unless otherwise directed by MDEQ. SUBRECIPIENT shall submit Reimbursement Requests and supporting documentation of costs incurred as required by MDEQ to the MCWI Reimbursement Portal, located at <https://www.mswaterinfrastructure.com>. All Reimbursement Requests for time periods ending June 30 of any year, during the Period of Performance under this Agreement, shall be submitted no later than July 31 of that same year. Final invoice(s) shall be submitted to MDEQ no later than September 30, 2026. The Reimbursement Request shall include, at a minimum, breakdowns of personnel, position, dates worked, tasks performed, and totals for contract costs, materials, supplies and equipment, included in the Reimbursement Request. SUBRECIPIENT shall make Reimbursement Requests in accordance with the following procedures and subject to the following terms and conditions:

1. SUBRECIPIENT may make Reimbursement Requests no more frequently than once monthly during the Period of Performance of this Agreement.

2. SUBRECIPIENT shall request payment under this Agreement only for the costs necessary to complete the Scope of Work specifically stated and required under this Agreement.

3. SUBRECIPIENT shall not request payment under this Agreement for other services or other work the SUBRECIPIENT or its contractors may provide under any other Subaward or Contract not related to this Project.

4. SUBRECIPIENT shall provide on each Reimbursement Request the amount of its LFRF, Transferred LFRF and Other Funds expended. SUBRECIPIENT shall also provide the amount requested for professional fees. MDEQ will then determine the amount of MCWI Grant Funds that each Reimbursement Request qualifies for within the Program regulations and procedures.

5. SUBRECIPIENT understands that no payment, including final payment, shall be interpreted as acceptance of defective and incomplete Work, and SUBRECIPIENT shall remain responsible for performance in strict compliance with this Agreement. If MDEQ rejects, condemns or fails to approve any part of the Scope of Work, it may issue a Notice to Cure or terminate this Agreement.

6. MDEQ reserves the right to refuse to pay all or any part of the funds requested in a Reimbursement Request for any of the following reasons: 1) at MDEQ's discretion, the costs SUBRECIPIENT is seeking reimbursement for are not reasonable or necessary for the completion of the Work in this Agreement, 2) at MDEQ's discretion, the costs are ineligible for reimbursement under this Project, 3) at the time the request is submitted SUBRECIPIENT has failed to comply with any term or condition of this Agreement, 4) at the time the request is submitted the SUBRECIPIENT has otherwise failed to perform the Work to date in accordance with the Scope of Work, or 5) at the time the request is submitted the SUBRECIPIENT has otherwise failed to comply with applicable state, federal, or local laws and regulations.

ii. *Indirect Cost Rate.* Reimbursement of indirect costs and/or overhead is not allowed under this Agreement.

E. *Limitations on Expenditures.* MDEQ shall reimburse SUBRECIPIENT only for documented expenditures incurred on or after March 3, 2021: (i) reasonable and necessary to carry out the Scope of Work described in Attachment A; (ii) documented by contracts or other evidence of liability and (iii) incurred in accordance with all applicable requirements for the expenditure of funds payable under this Agreement.

F. *Improper Payments.* Any item of expenditure by SUBRECIPIENT under the terms of this Agreement which is found by auditors, investigators, other authorized

representatives of MDEQ, the U.S. Treasury, the Mississippi State Auditor or other federal or state instrumentality to be improper, unallowable, in violation of federal or state law, or the terms of this Agreement, or involving any fraudulent, deceptive, or misleading representations or activities of SUBRECIPIENT shall become SUBRECIPIENT's liability, and shall be paid solely by SUBRECIPIENT, immediately upon notification of such, from funds other than those provided by MDEQ under this Agreement. This provision shall survive the expiration or termination of this Agreement.

Any funds that are paid by MDEQ to SUBRECIPIENT that are not necessary for the completion of the Work in this Agreement and/or that are deemed ineligible must be returned to MDEQ immediately upon receiving MDEQ's written notification for return of funds.

G. *Clawback.* If funds are expended improperly or if an expense submitted for reimbursement is disallowed or deemed ineligible under federal, state or local laws and regulations, then payments to SUBRECIPIENT may be subject to clawback by MDEQ, the State of Mississippi or the U.S. Treasury.

8. **AMENDMENTS OR MODIFICATION**

This Agreement may only be amended, modified, or supplemented by written agreement signed by the Parties hereto.

9. **PROGRESS REPORTS**

SUBRECIPIENT shall provide required progress reports during the Period of Performance of this Agreement in a format prescribed by MDEQ. These reports shall be submitted in accordance with the following schedule, which may be amended from time to time:

<u>REPORTING PERIOD</u>	<u>DEADLINE</u>
October – December	January 15
January – March	April 15
April – June	July 15
July – September	October 15

This provision shall survive the expiration or termination of this Agreement with respect to any reports which SUBRECIPIENT is required to submit to MDEQ following the expiration or termination of this Agreement.

10. **FAILURE TO TIMELY PERFORM**

SUBRECIPIENT shall take all reasonable measures to ensure MCWI Grant Funds and LFRF used for MCWI matching funds are obligated by 11:59 p.m. on August 30, 2024. SUBRECIPIENT acknowledges and agrees that its failure to obligate MCWI Grant Funds and

LFRF used for MCWI matching funds by 11:59 p.m. on August 30, 2024, may result in MDEQ modifying the MCWI Grant Funds awarded or terminating this Agreement.

If SUBRECIPIENT refuses or fails to perform any of the provisions of this Agreement with such diligence as will ensure its completion within the time specified in this Agreement or any extension thereof authorized by MDEQ or if SUBRECIPIENT otherwise fails to satisfy the Agreement provisions or commits any other substantial breach of this Agreement, MDEQ may notify SUBRECIPIENT in writing of the delay or nonperformance. If such delay or nonperformance is not cured in ten (10) days or any longer time specified in writing by MDEQ, MDEQ may terminate SUBRECIPIENT's right to proceed with the Agreement or such part of the Agreement as to which there has been delay or a failure to perform properly.

Notwithstanding termination of the Agreement and subject to any directions by MDEQ, SUBRECIPIENT shall take timely, reasonable, and necessary action to protect and preserve property in the possession of SUBRECIPIENT in which the State has an interest.

11. FINAL PAYMENT AND REPORT

When SUBRECIPIENT has performed all the Work, SUBRECIPIENT shall transmit to MDEQ a comprehensive report on the Work in a format prescribed by MDEQ (the "Final Report"). The Final Report shall be provided by SUBRECIPIENT to MDEQ within forty-five (45) days of Project completion in a format prescribed by MDEQ. Upon acceptance of Final Report, MDEQ will process final Reimbursement Request.

Upon satisfactory completion of the Work performed under this Agreement, as a condition before final payment under this Agreement or as a termination settlement under this Agreement, SUBRECIPIENT shall certify to MDEQ, on a form provided by MDEQ, that the final payment amount is the remaining amount that SUBRECIPIENT is owed under this Agreement and that no additional payment for its Work under this Project will be submitted for reimbursement. Unless otherwise provided in the Agreement, by state law or otherwise expressly agreed to by the Parties in this Agreement, final payment under this Agreement or settlement upon termination of this Agreement shall not constitute a waiver of MDEQ's claims against SUBRECIPIENT or its sureties under this Agreement.

In consideration of the execution of this Agreement by MDEQ, SUBRECIPIENT agrees that acceptance of final payment from MDEQ will constitute an agreement by SUBRECIPIENT to release and forever discharge MDEQ, its agents, employees, officers, representatives, affiliates, successors and assigns from any and all claims, demands, damages, liabilities, actions, causes of action or suits of any nature whatsoever, which SUBRECIPIENT has at the time of acceptance of final payment or may thereafter have, arising out of, in connection with or in any way relating to any and all injuries and damages of any kind as a result of or in any way relating to this Agreement.

12. FINANCIAL MANAGEMENT AND COMPLIANCE

MDEQ requires that SUBRECIPIENT have in place, prior to the receipt of funds, a financial management system that will be able to isolate and trace every dollar funded under this Agreement from receipt to expenditure and have on file appropriate support documentation for each transaction. Examples of documentation include but are not limited to copies of checks paid

to vendors, vendor invoices, bills of lading, purchase vouchers, payrolls, bank statements and reconciliations, and real property and easement appraisals. Prior to the submittal of any such documentation to MDEQ, SUBRECIPIENT shall redact, in accordance with the definition of “Protected Personally Identifiable Information” (“Protected PII”) as defined in 2 C.F.R. § 200.1, all information reflecting an individual's first name or first initial and last name in combination with any one or more of types of information, including, but not limited to, social security number, passport number, credit card numbers, clearances, bank numbers, biometrics, date and place of birth, mother's maiden name, criminal, medical and financial records, educational transcripts. This does not include PII as defined in 2 C.F.R. § 200.1 that is required by law to be disclosed. SUBRECIPIENT and any Contracted Parties (as such term is defined in Article 13 of this Agreement) are limited to the travel rates of the State of Mississippi, including dining and hotels, in place at the time of the expenditure for which reimbursement is sought; and SUBRECIPIENT shall audit any such invoice for same, clearly indicating the actual expense and the adjustment, if any.

SUBRECIPIENT certifies that all information provided to MDEQ or its representatives as part of the initial risk assessment for this Work is complete and accurate. SUBRECIPIENT agrees to submit to and cooperate with MDEQ in any additional risk assessment evaluation and periodic audit procedures to ensure adequate financial management of all funds. Further, SUBRECIPIENT shall continue to implement any recommendations and/or corrective action plan set forth in the report transmitted to SUBRECIPIENT based on the findings of the systems and processes for financial management, a copy of which is attached hereto as Attachment B and incorporated herein in its entirety.

13. **CONTRACTS**

SUBRECIPIENT shall be responsible for accountability of funds, compliance with Project specifications, and Project management by its contractors. MDEQ shall not bear responsibility for any liability caused or incurred by any contractor in performing Work. MDEQ shall not be deemed by virtue of this Agreement to have any contractual obligation to, or relationship with, any of SUBRECIPIENT's contractors, and the Parties agree and acknowledge that, as between MDEQ and SUBRECIPIENT, all Work shall be deemed to be the responsibility of, and performed by, SUBRECIPIENT. No contractor or other recipient of funds from MDEQ under this Agreement shall be deemed to be an agent, representative, employee or servant of MDEQ in connection with this Agreement. The parties with whom contracts or subaward agreements are entered into by the SUBRECIPIENT shall be referred to herein as “Contractor”, “Contracted Party”, or “Contracted Parties”. In addition to ensuring that its Contracted Parties follow the applicable terms in this Agreement, SUBRECIPIENT shall require all terms and conditions set forth in Attachments A and C attached hereto to be included in all agreements between the SUBRECIPIENT and Contracted Parties, and in all agreements between Contracted Parties and Contracted Parties' contractors/sub-contractors.

14. **APPLICABLE LAW**

The Agreement shall be governed by and construed in accordance with the laws and regulations of the State of Mississippi and applicable federal law excluding, its conflict of laws provisions, and any litigation with respect thereto shall be brought in the courts of the State.

SUBRECIPIENT shall comply with applicable federal, state, and local laws and regulations, including, but not limited to, the following:

A. *Authorizing Statutes.* Section 603 of the Social Security Act (42 U.S.C. § 803), as added by section 9901 of the American Rescue Plan Act of 2021 (Pub. L. No. 117-2) and the Mississippi Municipality and County Water Infrastructure Grant Program Act of 2022 (Miss. Code Ann. § 49-2-131).

B. *Implementing Regulations.* Subpart A of 31 C.F.R. Part 35 (Coronavirus State and Local Fiscal Recovery Funds), as adopted in the Coronavirus State and Local Fiscal Recovery Funds interim final rule (86 Fed. Reg. 26786, applicable May 17, 2021 through March 31, 2022) and final rule (87 Fed. Reg. 4338, applicable January 27, 2022 through the end of the ARP/CSLFRF award term), and other subsequent regulations implementing Section 603 of the Social Security Act (42 U.S.C. § 803), as well as MDEQ regulations, entitled “Mississippi Commission on Environmental Quality Regulations for the Mississippi Municipality and County Water Infrastructure Grant Program.”

C. *Guidance Documents.* Applicable guidance documents issued from time-to-time by the US Department of Treasury and MDEQ, including the currently applicable version of the *Compliance and Reporting Guidance: State and Local Fiscal Recovery Funds*.¹

D. *Licenses, Certifications, Permits, Accreditation.* SUBRECIPIENT shall obtain and keep current any license, certification, permit, or accreditation required by federal, state, or local law and shall submit to MDEQ proof of any licensure, certification, permit or accreditation upon request.

15. **AVAILABILITY OF FUNDS**

It is expressly understood and agreed that the obligation of MDEQ to proceed under this Agreement is conditioned upon the availability of the funds from state, federal, and/or other funding sources. If the funds anticipated for the continuing fulfillment of the Agreement are, at any time, not forthcoming or insufficient, either through the failure of the federal government to provide funds or of the State of Mississippi to appropriate funds or the discontinuance or material alteration of the program under which funds were provided or if funds are not otherwise available to MDEQ, MDEQ shall have the right upon ten (10) working days written notice to the SUBRECIPIENT, to terminate this Agreement without damage, penalty, cost or expenses to MDEQ of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.

16. **REPRESENTATION REGARDING CONTINGENT FEES**

SUBRECIPIENT represents that it has not retained a person to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee.

¹ <https://home.treasury.gov/system/files/136/SLFRF-Compliance-and-Reporting-Guidance.pdf>.

17. **REPRESENTATION REGARDING GRATUITIES**

SUBRECIPIENT represents that it has not violated, is not violating, and promises that it will not violate the prohibition against gratuities set forth in Section 6-204 (Gratuities) of the *Mississippi Public Procurement Review Board Office of Personal Service Contract Review Rules and Regulations* and Section 9.105 (Gratuities) of the Mississippi Procurement Manual.

18. **UNIFORM ADMINISTRATIVE REQUIREMENTS**

SUBRECIPIENT shall comply with the *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, 2 C.F.R. Part 200 (“UG”), as adopted by the Department of Treasury at 2 C.F.R. Part 1000 and as set forth in the Assistance Listing for ARP/CSLFRF (21.027). These requirements dictate how SUBRECIPIENT must administer the Subaward and how MDEQ must oversee SUBRECIPIENT. As a condition of receipt of the grant funds authorized in this Agreement, SUBRECIPIENT agrees to watch the video entitled “American Rescue Plan Act State & Local Fiscal Recovery Funds, Procurement Overview” found at <https://www.mswaterinfrastructure.com>.

The applicable UG provisions are as follows:

- Subpart A, Acronyms and Definitions;
- Subpart B, General Provisions;
- Subpart C, Pre-Federal Award Requirements and Contents of Federal Awards (except 2 C.F.R. §§ 200.204, .205, .210, and .213);
- Subpart D, Post Federal Award Requirements (except 2 C.F.R. §§ 200.305(b)(8) and (9), .308, .309, and .320(c)(4));
- Subpart E, Cost Principles;
- Subpart F, Audit Requirements;
- 2 C.F.R. Part 25 (Universal Identifier and System for Award Management);
- 2 C.F.R. Part 170 (Reporting Subaward and Executive Compensation Information); and
- 2 C.F.R. Part 180 (OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Non-procurement)).

SUBRECIPIENT shall document compliance with UG requirements, including adoption and implementation of all required policies and procedures, within thirty (30) days of the execution of this Agreement and during all subsequent reviews during the term of the Agreement. It is SUBRECIPIENT’s responsibility to comply with all UG requirements. Failure to do so may result in termination of the Agreement by MDEQ.

All real property acquired or improved, and equipment or supplies purchased in whole or in part with MCWI Grant Funds and/or LFRF, must be used, insured, managed, and disposed of in accordance with 2 C.F.R. § 200.311 through 2 C.F.R. § 200.316.

19. **SUBAWARDS**

If SUBRECIPIENT is authorized by MDEQ to make a Subaward, SUBRECIPIENT must include and incorporate the terms and conditions of this Agreement and any attachments, in all lower tier Subawards. Further, SUBRECIPIENT, who makes a Subaward, must follow and carry out all the responsibilities of a Pass-through entity described at 2 C.F.R. Part 200.

20. **COMPLIANCE WITH LAWS**

SUBRECIPIENT understands that MDEQ is an equal opportunity employer and therefore, maintains a policy which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, disability, genetic information, or any other consideration made unlawful by federal, state, or local laws. All such discrimination is unlawful, and SUBRECIPIENT agrees during the Period of Performance of the Agreement that SUBRECIPIENT will strictly adhere to this policy in its employment practices and work performance under this Agreement. SUBRECIPIENT shall comply with, and all activities under this Agreement shall be subject to, all applicable federal, state, and local laws and regulations, as now existing and as may be amended or modified.

SUBRECIPIENT along with any sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d *et seq.*), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this Agreement. Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d *et seq.*, as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this Agreement. Further, SUBRECIPIENT agrees to comply with the provisions of Attachment D to this Agreement.

Nothing contained in this Agreement may be deemed or construed in any way to stop, limit, or impair MDEQ from exercising or performing any regulatory, legislative, governmental, or other powers or functions.

SUBRECIPIENT is required to review and understand the requirements, limitations and restrictions placed upon them under ARPA, including the information provided by the State and Local Fiscal Recovery Fund Final Rule.²

SUBRECIPIENT is required to review and understand the requirements, limitations and restrictions placed upon them under the Mississippi Municipality and County Water Infrastructure Grant Program Act of 2022 (Miss. Code Ann. § 49-2-131).³

² <https://www.govinfo.gov/content/pkg/FR-2022-01-27/pdf/2022-00292.pdf>

³ <http://billstatus.ls.state.ms.us/documents/2023/pdf/SB/2400-2499/SB2444SG.pdf>

SUBRECIPIENT is required to review and understand the requirements, limitations and restrictions placed upon them under the Regulations promulgated by MDEQ.⁴

21. **STOP WORK ORDER**

A. *Order to Stop Work:* MDEQ may, by written order to SUBRECIPIENT at any time and without notice to any surety, require SUBRECIPIENT to stop all or any part of the Work called for by this Agreement. This order shall be for a specified period not exceeding ninety (90) days after the order is delivered to SUBRECIPIENT, unless the Parties agree to any further period. Any such order shall be identified specifically as a stop work order issued pursuant to this clause. Upon receipt of such an order, SUBRECIPIENT shall forthwith comply with its terms and take all reasonable steps to minimize the occurrence of costs allocable to the Work covered by the order during the period of work stoppage. Before the stop work order expires, or within any further period to which the Parties shall have agreed, MDEQ shall either:

- i. cancel the stop work order; or
- ii. terminate the Work covered by such order as provided in the Termination for Default clause or the Termination for Convenience clause of this Agreement.

B. *Cancellation or Expiration of the Order:* If a stop work order issued under this clause is canceled at any time during the period specified in the order or if the period of the order or any extension thereof expires, SUBRECIPIENT shall have the right to resume Work. An appropriate adjustment may be made in the Period of Performance or Maximum Amount, or both, and the Agreement shall be modified in writing accordingly if:

- i. The stop work order results in an increase in the time required for, or in SUBRECIPIENT's cost properly allocable to, the performance of any part of this Agreement; and
- ii. SUBRECIPIENT provides a written claim for such an adjustment within thirty (30) days after the end of the period of work stoppage; provided that MDEQ decides that the facts justify such action and any such claim asserted may be received and acted upon at any time prior to final payment under this Agreement.

C. *Termination of Stopped Work:* If a stop work order is not canceled and the Work covered by such order is terminated for default or convenience, the reasonable costs resulting from the stop work order may be allowed by adjustment or otherwise.

22. **E-PAYMENT**

SUBRECIPIENT agrees to accept all payments in United States currency via the State of Mississippi's electronic payment and remittance vehicle. MDEQ agrees to make payment in

⁴ <https://mswaterinfrastructure.com/wp-content/uploads/2022/07/MCWI-Grant-Program-Regulations-revised-12-16-22.pdf>

accordance with Mississippi law on “Timely Payments for Purchases by Public Bodies,” which generally provides for payment of undisputed amounts by the agency within forty-five (45) days of receipt of invoice. Miss. Code Ann. § 31-7-305.

23. **INTERVENTIONS**

If MDEQ determines that SUBRECIPIENT is not in compliance with this Agreement, MDEQ may initiate an intervention, in accordance with 2 C.F.R. § 200.208 and 2 C.F.R. § 200.339. The degree of SUBRECIPIENT’s performance or compliance deficiency will determine the degree of intervention. All possible interventions are listed below and will depend on the degree of deficiency in SUBRECIPIENT’s performance or compliance deficiency.

If MDEQ determines that an intervention is warranted, it shall provide written notice to SUBRECIPIENT of the intervention within thirty (30) days of the completion of a report review, desk review, onsite review, audit review, or procedures engagement review, or as soon as possible after MDEQ otherwise learns of a compliance or performance deficiency related to the execution of this Agreement. The written notice shall notify SUBRECIPIENT of the following related to the intervention:

- (1) The nature of the additional requirements;
- (2) The reason why the additional requirements are being imposed;
- (3) The nature of the action needed to remove the additional requirement, if applicable;
- (4) The time allowed for completing the actions if applicable; and
- (5) The method for requesting reconsideration of the additional requirements imposed.

MDEQ may impose, but is not limited to, the following interventions on SUBRECIPIENT, based on the level of the compliance or performance deficiency that MDEQ determines:

Level 1 Interventions. These interventions may be required for minor compliance or performance issues:

- (1) SUBRECIPIENT addresses specific internal control, documentation, financial management, compliance, or performance issues within a specified time period; and/or
- (2) More frequent or more thorough reporting by the SUBRECIPIENT; and/or
- (3) More frequent monitoring by MDEQ; and/or
- (4) Required SUBRECIPIENT technical assistance or training.

Level 2 Interventions. These interventions may be required for more serious compliance or performance issues:

- (1) Restrictions on funding payment requests by SUBRECIPIENT; and/or
- (2) Disallowing payments to SUBRECIPIENT; and/or
- (3) Requiring repayment for disallowed cost items; and/or
- (4) Imposing probationary status on SUBRECIPIENT.

Level 3 Interventions. These interventions may be required for significant and/or persistent compliance or performance issues:

- (1) Temporary or indefinite funding suspension to SUBRECIPIENT; and/or
- (2) Nonrenewal of funding to SUBRECIPIENT in subsequent year; and/or
- (3) Terminate funding to SUBRECIPIENT in the current year; and/or
- (4) Initiate legal action against SUBRECIPIENT.

Interventions will remain in place until the underlying performance or compliance deficiency is addressed to the sole satisfaction of MDEQ.

24. **E-VERIFICATION**

If applicable, SUBRECIPIENT represents and certifies that it will ensure its compliance with the Mississippi Employment Protection Act of 2008 and will register and participate in the status verification system for all newly hired employees. Miss. Code Ann. §§ 71-11-1, *et seq.* The term “employee” as used herein means any person that is hired to perform work within the State. As used herein, “status verification system” means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. SUBRECIPIENT agrees to maintain records of such compliance. Upon request of the State of Mississippi and after approval of the Social Security Administration or Department of Homeland Security, when required, SUBRECIPIENT agrees to provide a copy of each such verification. SUBRECIPIENT further represents and certifies that any person assigned to perform services hereafter meets the employment eligibility requirements of all immigration laws.

25. **TRANSPARENCY**

This Agreement, including any accompanying exhibits, attachments, and appendices, is subject to the “Mississippi Public Records Act of 1983” and its exceptions. See Miss. Code Ann. §§ 25-61-1 *et seq.* and Miss. Code Ann. § 79-23-1. In addition, this Agreement is subject to the provisions of the Mississippi Accountability and Transparency Act of 2008. Miss. Code Ann. §§ 27-104-151, *et seq.* Unless exempted from disclosure due to a court-issued protective order, a copy of this executed Agreement may be posted to the Department of Finance and Administration’s independent agency Agreement website for public access at <https://www.transparency.mississippi.gov>. Information identified by SUBRECIPIENT as trade secrets or other proprietary information, including confidential vendor information, or any other information which is required to be confidential by state or federal law or outside the applicable freedom of information statutes will be redacted.

26. **PAYMODE**

Payments by state agencies using the statewide accounting system shall be made and remittance information provided electronically as directed by MDEQ. These payments shall be deposited into the bank account of SUBRECIPIENT’s choice. MDEQ may, at its sole discretion, require SUBRECIPIENT to submit invoices and supporting documentation electronically at any time during the Period of Performance of this Agreement. SUBRECIPIENT understands and

agrees that MDEQ is exempt from the payment of taxes. All payments shall be in United States currency.

27. **TERMINATION**

The Agreement may be terminated as follows:

A. *Termination For Convenience.*

The MDEQ may, when the interests of the State so require, terminate this Agreement in whole or in part, for the convenience of the State. MDEQ shall give written notice of the termination to SUBRECIPIENT specifying the part of the Agreement terminated and when termination becomes effective.

B. *Termination For Default.*

If SUBRECIPIENT refuses or fails to perform any of the provisions of this Agreement with such diligence as will ensure its completion within the time specified in this Agreement or any extension thereof or otherwise fails to satisfy the Agreement provisions or commits any other substantial breach of this Agreement, MDEQ may notify SUBRECIPIENT in writing of the delay or nonperformance, and if not cured in ten (10) days or any longer time specified in writing by MDEQ, MDEQ may terminate SUBRECIPIENT's right to proceed with the Agreement or such part of the Agreement as to which there has been delay or a failure to properly perform.

Notwithstanding termination of the Agreement and subject to any directions by MDEQ, SUBRECIPIENT shall take timely, reasonable, and necessary action to protect and preserve property in the possession of SUBRECIPIENT in which the State has an interest.

C. *Termination Upon Bankruptcy.*

This Agreement may be terminated in whole or in part by MDEQ upon written notice to SUBRECIPIENT, if SUBRECIPIENT should become the subject of bankruptcy or receivership proceedings, whether voluntary or involuntary, or upon the execution by SUBRECIPIENT of an assignment for the benefit of its creditors. In the event of such termination, SUBRECIPIENT shall be entitled to recover just and equitable compensation for satisfactory Work performed under this Agreement, but in no case shall said compensation exceed the total Maximum Amount.

28. **DISPUTES**

Before pleading to any judicial system at any level, SUBRECIPIENT must exhaust all administrative remedies. A written complaint must first be sent to the Executive Director of MDEQ. The decision of the Executive Director shall be reduced to writing and a copy thereof mailed or furnished to SUBRECIPIENT within fourteen (14) days after receipt of information

requested by MDEQ or the Executive Director. If the decision of the Executive Director does not resolve the matter, successive administrative remedies may, at SUBRECIPIENT's option, include bringing the complaint before the Mississippi Commission on Environmental Quality pursuant to Miss. Code Ann. §§ 49-17-35 and -41. In the alternative, at SUBRECIPIENT's option, the decision of the Executive Director may be deemed the final agency action on the complaint. Appeals from the decision of the Executive Director or the Commission shall follow procedures outlined in Miss. Code Ann. § 49-17-41.

29. **ANTI-ASSIGNMENT/CONTRACTING**

SUBRECIPIENT shall not assign, contract, or otherwise transfer this Agreement, in whole or in part without the prior written consent of MDEQ, which MDEQ may, in its sole discretion, approve or deny without reason. Any attempted assignment or transfer of its obligations without such consent shall be null and void. No such approval by MDEQ of any contract shall be deemed in any way to provide for the incurrence of any obligation of MDEQ in excess of the Maximum MCWI Grant Fund amount set forth in this Agreement, nor create any contractual relationship between MDEQ and any Contracted Parties. Contracts shall be subject to the terms and conditions of this Agreement and to any conditions of approval that MDEQ may deem necessary. Subject to the foregoing, this Agreement shall be binding upon the respective successors and assigns of the Parties.

30. **AUTHORITY TO PARTICIPATE IN THIS AGREEMENT**

SUBRECIPIENT certifies and acknowledges it is a Mississippi county, municipality or public utility, as defined in MCWI regulation, Rule 1.1. E. (17), and that it has LFRF to use as match funding for this grant. SUBRECIPIENT further certifies and acknowledges that its entry into and performance under this Agreement is not restricted or prohibited by any loan, security, financing, contractual, or other agreement of any kind; and, notwithstanding any other provision of this Agreement to the contrary, that there are no existing legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under this Agreement.

31. **DEBARMENT AND SUSPENSION**

SUBRECIPIENT certifies to the best of its knowledge and belief, that it, and its Contracted Parties:

A. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transaction by any federal department or agency or any political subdivision or agency of the State of Mississippi;

B. have not, within a three (3) year period preceding this Agreement, been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or Agreement or Contract under a public transaction;

C. have not, within a three (3) year period preceding this Agreement, been convicted of or had a civil judgment rendered against it for a violation of federal or state

antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

D. are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of these offenses enumerated in Article 31. B. and Article 31. C., above; and

E. have not, within a three (3) year period preceding this Agreement, had one or more public transactions (federal, state, or local) terminated for cause or default.

32. **FAILURE TO ENFORCE**

Failure by MDEQ, at any time, to enforce the provisions of this Agreement shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of this Agreement or any part thereof or the right of MDEQ to enforce any provision at any time in accordance with its terms.

33. **INDEMNIFICATION**

SUBRECIPIENT agrees to maintain responsibility for the Project and agrees to provide proper operation and maintenance of all facilities for the life of the Project. SUBRECIPIENT's tort liability, if it is an entity of the State of Mississippi, is determined and controlled in accordance with Miss. Code Ann. §§ 11-46-1 *et seq.*, including all defenses and exceptions contained therein. Nothing in this Agreement shall have the effect of changing or altering this liability or of eliminating any defense available to the State under statute.

To the extent allowed by state law, SUBRECIPIENT agrees to indemnify and save, release and hold harmless the State of Mississippi, the Commission on Environmental Quality, MDEQ, all of their employees and officers, and MDEQ's contractors from and against any and all claim, demand, cause of action, liability, loss, damage, injury, suit, judgment, debt and cost, including attorney's fees or expenses on the part of SUBRECIPIENT, their agents or employees or any other parties arising out of or incident to, any and all Work under the terms of this Agreement.

34. **SUBRECIPIENT STATUS**

SUBRECIPIENT shall, during the entire Period of Performance of this Agreement, be construed to be an independent SUBRECIPIENT. Nothing in this Agreement is intended to nor shall be construed to create an employer-employee relationship or a joint venture relationship.

SUBRECIPIENT represents that it is qualified to perform the duties to be performed under this Agreement and that it has, or will secure, if needed, at its own expense, applicable personnel who are qualified to perform the duties required under this Agreement. Such personnel shall not be deemed in any way, directly or indirectly, expressly or by implication, to be employees of MDEQ.

Any person assigned by SUBRECIPIENT to perform the services hereunder shall be an employee or independent contractor of SUBRECIPIENT, who shall have the sole right to hire and discharge its employees and/or independent contractors under this Agreement.

SUBRECIPIENT shall pay, when due, all salaries and wages of its employees and accepts exclusive responsibility for the payment of federal income tax, state income tax, social security, unemployment compensation and any other withholdings that may be required. This provision is solely for the benefit of MDEQ, and nothing herein shall be construed to create or impose any contractual or agency relationship between MDEQ and SUBRECIPIENT'S contractors, subcontractors, employees or agents.

35. **INSURANCE**

SUBRECIPIENT and its Contracted Parties agree to and shall maintain insurance that is required by applicable state, federal, and local laws and regulations.

36. **ENTIRE AGREEMENT**

This Agreement, including all attachments, represents the entire and integrated agreement between the Parties hereto and supersedes all prior negotiations, representations or agreements, irrespective of whether written or oral. This Agreement may be altered, amended, or modified only by a written document executed by MDEQ and SUBRECIPIENT. SUBRECIPIENT acknowledges that it has thoroughly read this Agreement and all its attachments and has had the opportunity to receive competent advice and counsel necessary for it to form a full and complete understanding of all rights and obligations herein.

37. **ORAL STATEMENTS**

No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in this Agreement. All modifications to the Agreement must be made in writing by the MDEQ and agreed to by SUBRECIPIENT.

38. **RECORD RETENTION AND ACCESS TO RECORDS**

Provided SUBRECIPIENT is given reasonable advance written notice and such inspection is made during normal business hours of SUBRECIPIENT, the Government Accountability Office, MDEQ, the State or any duly authorized representatives shall have unimpeded, prompt access to any of SUBRECIPIENT's books, documents, papers, and other records which are maintained or produced as a result of the Project for the purpose of making audits, investigations, examinations, excerpts, transcriptions, and copies of such documents. This right also includes timely and reasonable access to the SUBRECIPIENT's personnel for the purpose of interview and discussion related to such documents. All records related to this Agreement shall be retained by SUBRECIPIENT for a minimum of ten (10) years after final payment is made under this Agreement and all pending matters are closed; however, if any audit, litigation or other action arising out of or related in any way to this Project is commenced before the end of the ten (10) year period, the records shall be retained for one (1) year after all issues arising out of the action are finally resolved or until the end of the ten (10) year period, whichever is later.

SUBRECIPIENT is not required to retain the above-mentioned records for the ten-year period prescribed in this Article and Article 39 only if all of the following conditions are satisfied:

A. SUBRECIPIENT has provided all of the documents described above and in the “Right to Audit” provision to MDEQ prior to the expiration of the ten (10) year retention period and a certification stating the same is simultaneously provided in writing to MDEQ;

B. No audit, litigation or other action arising out of or related in any way to this Project is commenced before SUBRECIPIENT provides the records and corresponding certification to MDEQ, in which case, SUBRECIPIENT shall retain the records until all issues arising out of the action are finally resolved; and

C. SUBRECIPIENT provides MDEQ a minimum of thirty (30) days written notice before providing the above-mentioned records and corresponding certification.

39. **RIGHT TO AUDIT**

SUBRECIPIENT shall maintain all financial records, including electronic financial records, as may be prescribed by the MDEQ or by applicable federal and state laws, rules, and regulations. SUBRECIPIENT shall retain these records for a period of ten (10) years after final payment. These records shall be made available during the term of the Agreement and the subsequent ten (10) year period for examination, transcription, and audit by MDEQ, the Mississippi State Auditor’s Office, its designees, or other authorized bodies, including the Office of Inspector General. If any litigation, claim, investigation, or audit relating to this Agreement or an activity funded under the Agreement is started before the expiration of the ten (10) year period, the records must be retained until all litigation, claims, investigations, or audit findings involving the records have been resolved and final action taken.

40. **RIGHT TO INSPECT WORK; ACCESS**

MDEQ and their representatives, invitees, and consultants shall have access and the right to conduct announced and unannounced onsite and offsite physical visits to inspect all Work hereunder. Notwithstanding any review or inspection by MDEQ and their representatives, invitees, and consultants, SUBRECIPIENT shall not be relieved of its responsibility for performance of the Work or the submission of reports as expressly set forth in this Agreement solely by virtue of such inspection or review of the Work. SUBRECIPIENT shall provide MDEQ and its representatives, invitees, and consultants with the opportunity to participate in site inspections, meetings, and/or teleconferences, as appropriate, related to SUBRECIPIENT’s performance of the Work.

41. **SEVERABILITY**

If any part of this Agreement is declared to be invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision of the Agreement that can be given effect without the invalid or unenforceable provision, and to this end the provisions hereof are severable. In such event, the Parties shall amend the Agreement as necessary to reflect the original intent of the Parties and to bring any invalid or unenforceable provisions in compliance with applicable law.

42. **THIRD PARTY ACTION NOTIFICATION**

SUBRECIPIENT shall give the MDEQ prompt notice in writing of any action or suit filed, and prompt notice of any claim made against SUBRECIPIENT by any entity that may result in litigation related in any way to this Agreement.

43. **CERTIFICATIONS**

SUBRECIPIENT's execution of this Agreement shall be deemed as acknowledgement, guarantee and certification by SUBRECIPIENT of the following:

A. SUBRECIPIENT has sufficient LFRF in its possession that it will use to match MCWI Grant Funds.

B. SUBRECIPIENT will follow and abide by all ARPA guidelines, guidance, rules, regulations, and other criteria, as may be amended from time to time, by the U.S. Treasury regarding the use of monies under this Agreement.

C. As required in Attachment A, Article (1) a., SUBRECIPIENT's Authorized Representative, or his/her designee has watched the video on the MDEQ <https://www.mswaterinfrastructure.com> web-page entitled "American Rescue Plan Act State & Local Fiscal Recovery Funds, Procurement Overview."

D. All of SUBRECIPIENT's LFRF used as MCWI matching funds, as well as MCWI Grant Funds received by SUBRECIPIENT, have been or will be used for the Project detailed in this Agreement.

E. Upon request by MDEQ, SUBRECIPIENT will provide an Intergovernmental Review Certification as detailed in the MCWI Regulations.

F. SUBRECIPIENT will obligate all MCWI Grant Funds and LFRF funds used for MCWI matching funds by 11:59 p.m. on August 30, 2024.

G. If SUBRECIPIENT does not complete the Project by December 31, 2026, SUBRECIPIENT acknowledges and agrees to complete the Project with other funds.

44. **WAIVER**

No delay or omission by either Party to this Agreement in exercising any right, power, or remedy hereunder or otherwise afforded by Agreement, at law, or in equity shall constitute an acquiescence therein, impair any other right, power or remedy hereunder or otherwise afforded by any means, or operate as a waiver of such right, power, or remedy. No waiver by either Party to this Agreement shall be valid unless set forth in writing by the Party making said waiver. No waiver of or modification to any term or condition of this Agreement will void, waive, or change any other term or condition. No waiver by one Party to this Agreement of a default by the other Party will imply, be construed as or require waiver of future or other defaults.

45. **COMPLIANCE WITH MISS. CODE ANN. § 31-5-37**

If applicable, SUBRECIPIENT shall ensure that Contracted Parties and bidders solicited for contract awards pursuant to this Agreement comply with the requirements of Miss. Code. Ann. § 31-5-37. SUBRECIPIENT shall require all bidders for any contract of Five Thousand Dollars (\$5,000.00) or more procured or to be procured with funds received pursuant to this Agreement to submit a certification with their bid that said bidder will comply with the provisions of Miss. Code. Ann. § 31-5-37. In addition, within seven (7) days of any such contract award procured or to be procured with funds received pursuant to this Agreement, SUBRECIPIENT shall require the Contracted Party to submit to both SUBRECIPIENT and the Mississippi Department of Employment Security ("MDES") an employment plan which conforms to the requirements contained in Miss. Code. Ann. § 31-5-37(2).

From the date written notice of any such contract award is received and until ten (10) business days after the receipt of the employment plan by MDES, the Contracted Party and any subcontractors shall not hire any personnel to fill vacant positions for the project except residents of the State of Mississippi who are to be verified by MDES and/or those qualified individuals who are submitted by MDES. However, the Contracting Party or contractor is authorized to employ Mississippi residents to begin work immediately if such persons are verified by MDES after employment by the Contracting Party or contractor. SUBRECIPIENT shall vacate the contract award in the event the Contracting Party fails to comply with the provisions of Miss. Code Ann. § 31-5-37.

46. **CONFLICT OF INTEREST**

SUBRECIPIENT shall immediately notify MDEQ in writing of any potential conflict of interest resulting from the representation of or service to other clients or otherwise affecting this Agreement in any way. If any such conflict occurs before it is discovered, SUBRECIPIENT shall notify MDEQ of such conflict within five (5) working days of such discovery. If such conflict cannot be resolved to MDEQ's satisfaction, MDEQ reserves the right to terminate this Agreement per the "Termination for Convenience" clause.

47. **SUCCESSORS AND ASSIGNS**

This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective permitted successors and permitted assigns.

48. **NO THIRD-PARTY BENEFICIARIES**

This Agreement is for the sole benefit of the Parties hereto and their respective successors and permitted assigns, and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

49. **EVALUATION**

SUBRECIPIENT agrees to assist and cooperate with the MDEQ or its duly designated representatives in the monitoring of the Project(s) to which the Agreement relates, and to provide

in form and manner approved by MDEQ such monitoring reports, progress reports, and the like as may be required and to provide such reports at the times specified.

Further, SUBRECIPIENT agrees to cooperate with MDEQ or its duly designated representatives by providing timely responses to all reasonable requests for information to assist in evaluation of the accomplishments of the Project and the agreement for a period of ten (10) years after the date on which the Final Reports are provided.

50. **VENUE**

Venue for the resolution of any dispute, according to Article 28 of this Agreement, shall be before the Mississippi Commission on Environmental Quality if pursuing an administrative appeal, and venue for any subsequent litigation shall be in the Chancery Court of Hinds County, Mississippi.

51. **HEADINGS**

The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.

52. **NOTICES**

Unless otherwise specified in the Agreement, all notices, requests, consents, claims, demands, waivers and other communications hereunder shall be in writing and shall be deemed to have been given (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by facsimile or e-mail of document(s) (with confirmation of transmission) if sent during normal business hours of the recipient, and on the next business day if sent after normal business hours of the recipient; or (d) on the third day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Such communications must be sent to the respective Parties at the following addresses (or at such other address for a Party as shall be specified in a notice given in accordance with this subsection):

If to MDEQ:

Attention:
MCWI Contract Administration
515 East Amite Street
P.O. Box 2249
Jackson, MS 39201
E-mail: MCWIdocuments@mdeq.ms.gov

If to SUBRECIPIENT:

Attention:
Wayne Miller
4050 Hewes Avenue
Gulfport, MS 39507
Phone: (228) 518-0232
E-mail: wmillers@gulfport-ms.gov

53. **COUNTERPARTS**

Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same Agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

[SIGNATURE PAGE FOLLOWS]

For the faithful performance and consideration provided under the terms of this Agreement, the Parties hereto have caused this Agreement to be executed by their undersigned authorized representatives.

MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY

Chris Wells
Executive Director

Date

CITY OF GULFPORT

Mayor Billy Hewes
Signature of Authorized Representative

Billy Hewes
Printed Name

Title

Date

ATTACHMENT A

PROJECT NAME, SCOPE OF WORK AND PROJECT TIMELINE AND REQUIREMENTS

PROJECT NAME

Mississippi Infrastructure Modernization Act - Paving Infrastructure

SCOPE OF WORK

The Project shall be defined as eligible activities funded in whole or in part under this Agreement as follows:

The Project includes repairing or replacing outdated, undersized and/or damaged water, sewer, and drainage infrastructure across the City.

The general Scope of Work to be performed by SUBRECIPIENT is limited to that which was submitted in the MCWI Application Portal and approved for funding in accordance with the MCWI Program Regulations. SUBRECIPIENT hereby agrees that no additional eligible scope may be added to this Scope of Work without the express written consent of MDEQ. The Scope of Work eligible for reimbursement is limited to that identified as eligible by MDEQ and further described by plans, specifications, contract documents, and contract change orders approved as eligible by MDEQ.

PROJECT TIMELINE AND REQUIREMENTS

(1) SUBRECIPIENT agrees to the following schedule.

- a. Within 10 days of execution of this Agreement, SUBRECIPIENT's Authorized Representative, or his/her designee shall watch the video on the MDEQ <https://www.mswaterinfrastructure.com> web-page entitled "American Rescue Plan Act State & Local Fiscal Recovery Funds, Procurement Overview." The web-page will track compliance with this requirement;
- b. On or about October 2, 2023, submit a complete set of plans, specifications, contract documents on each construction contract, and all applicable permits and agency approvals, if not already submitted to MDEQ;
- c. On or about October 17, 2023, advertise each construction contract for bids;
- d. On or about December 1, 2023, but no later than 45 days after advertisement for construction bids on each construction contract, receive bids;

- e. No later than 60 days after receipt of bids on each construction contract, execute construction contract;
- f. No later than 15 days after execution of construction contract, submit the entire procurement file (including but not limited to the request for proposals, evidence of publication, MBE/WBE documentation, all received bids, evaluation and selection documentation, executed construction contracts, and professional services contracts);
- g. No later than 60 days after execution of each construction contract, execute and submit a copy of the notice to proceed;
- h. No later than 5 business days after the estimated completion of 25% of construction, submit a notice to MDEQ of such milestone;
- i. No later than 5 business days after the estimated completion of 50% of construction, submit a notice to MDEQ of such milestone;
- j. No later than 5 business days after the estimated completion of 75% of construction, submit a notice to MDEQ of such milestone;
- k. No later than 5 business days after completion of each construction contract, notify MDEQ of construction completion;
- l. No later than 30 days after the contract completion date on each construction contract, submit all change orders which include time extensions, or a request and justification for delaying MDEQ's final construction observation;
- m. Within 45 days of Project completion, but no later than September 30, 2026, whichever is earlier, unless an extension of this date is specifically authorized by MDEQ, SUBRECIPIENT must submit the following: Final Report, as listed in Article 11, the engineer's certification of compliance with plans, specifications, and contract documents; final professional services contract amendments, if any; and all other administrative forms and documents required by the Agreement.

(2) To the extent any documents required to be submitted in Attachment A, Article (1) above were submitted with the MCWI Grant Application through the Application Portal, the documents do not need to be resubmitted.

(3) All documents required to be submitted in Attachment A, Article (1) above, shall be uploaded to the Documents Portal at <https://www.mswaterinfrastructure.com>.

ATTACHMENT B

SYSTEMS AND PROCESSES FOR FINANCIAL MANAGEMENT RECOMMENDATIONS AND/OR CORRECTIVE ACTION PLAN

An evaluation for the assessment of uncontrolled risks of the SUBRECIPIENT's systems and processes for financial management was performed as of part of the initial subaward process by MDEQ, acting on behalf of the State of Mississippi, as administrator of this Subaward Agreement. MDEQ requests the SUBRECIPIENT provide the following information to MDEQ as part of observations made during the evaluation. MDEQ reserves the right to re-evaluate the assessment of uncontrolled risks upon subsequently identified facts:

1. SUBRECIPIENT agrees to provide MDEQ with a copy of their annual audited financial statements within 60 days of the report release date throughout the Period of Performance.
2. SUBRECIPIENT agrees to promptly notify MDEQ of any significant changes made to the SUBRECIPIENT's current policies and procedures that would impact financial management systems and processes, specifically those communicated as part of the evaluation, from which the current residual risk levels were derived.
3. SUBRECIPIENT agrees to promptly notify MDEQ of any level of fraud or abuse discovered within the organization without regard to materiality that is related to the operation of the Project, as well as other pervasive deficiencies identified for grant management practices from any source, both external and internal, throughout the program performance period.
4. If deficiencies, significant deficiencies and/or material weaknesses are reported to the SUBRECIPIENT, as part of any assurance, attestation, or monitoring engagement during the program performance period, SUBRECIPIENT agrees to provide its response(s) and/or corrective action plan(s) to MDEQ so that prompt action can be taken by MDEQ to mitigate any elevated level of uncontrolled risk that could potentially impact MDEQ's or the SUBRECIPIENT's ability to comply with Federal Award and/or subaward requirements.
5. SUBRECIPIENT agrees that MDEQ has the right to perform monitoring procedures as deemed appropriate by MDEQ based on the assessed risk of noncompliance.

ATTACHMENT C

SUBAWARD TERMS AND CONDITIONS FOR CONTRACTED PARTIES

1. AUTHORITY TO PARTICIPATE IN THIS AGREEMENT

The Contracted Party certifies that (a) it is either a 1) state agency, 2) a validly organized business that is authorized to do business in the state of Mississippi, 3) a nongovernmental organization, or 4) a political subdivision of the state of Mississippi with valid authority to enter into this agreement and; (b) entry into and performance under this agreement is not restricted or prohibited by any loan, security, financing, contractual, or other agreement of any kind; and (c) notwithstanding any other provision of this Agreement to the contrary, that there are no existing legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under this agreement.

2. DEBARMENT AND SUSPENSION

Contractor/Contracted Parties certifies to the best of its knowledge and belief, that it:

A. is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transaction by any federal department or agency or any political subdivision or agency of the State of Mississippi;

B. has not, within a three (3) year period preceding this Agreement, been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction;

C. has not, within a three (3) year period preceding this Agreement, been convicted of or had a civil judgment rendered against it for a violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

D. is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of these offenses enumerated in Article 2.B. and Article 2.C., above; and,

E. has not, within a three (3) year period preceding this Agreement, had one or more public transactions (federal, state, or local) terminated for cause or default.

This agreement is subject to 31 C.F.R. Part 19.

3. INDEMNIFICATION

To the extent allowed by state law, Contracted Party agrees to indemnify and save, release and hold harmless the State of Mississippi, the Commission on Environmental Quality, MDEQ, all of their employees and officers, and the Department's contractors from and against any and all

claim, demand, cause of action, liability, loss, damage, injury, suit, judgment, debt and cost, including attorney's fees or expenses on the part of any Contracted Party, their agents or employees or any other parties arising out of or incident to, any and all Work under the terms of this Agreement.

4. RELATIONSHIP STATUS

The Contracted Party acknowledges and agrees that MDEQ is not a party, in any manner whatsoever, to any contract between the SUBRECIPIENT and the construction contractor(s), engineer(s), attorney(s), equipment supplier(s), contractor(s), or between any other parties of any kind whatsoever (hereinafter collectively referred to as "vendor"). The SUBRECIPIENT and Contracted Party also acknowledge and agree that any benefit to vendors contracting with the SUBRECIPIENT or Contracted Parties arising from or associated with this Agreement is strictly incidental and all such vendors are not and are not intended to be considered as third-party beneficiaries under any agreement between MDEQ and the SUBRECIPIENT.

Upon execution of any contract between the SUBRECIPIENT and any other party in regard to the project, MDEQ does not assume any authorities, duties, responsibilities, or liabilities under such contract. The SUBRECIPIENT and Contracted Party shall not have any authority to bind or otherwise obligate MDEQ, directly or indirectly, under any contract or agreement between the SUBRECIPIENT and any other party. The SUBRECIPIENT, Contracted Party and its vendors acknowledge and agree that any action taken by MDEQ in its role of grantor, or in its separate and distinct role as regulator shall not in any way change or alter its position as that of grantor.

MDEQ does not have any authority, duty, responsibility, or liability in contract claims or dispute identification, negotiation, resolution, or any other actions regarding contract claims under the contract(s) between the SUBRECIPIENT and any other party. The SUBRECIPIENT and the Contracted Party acknowledge and agree that MDEQ is not obligated to review, comment on, approve, or discuss the merits of any contract claims presented by or to any party. Any MDEQ reviews, approvals, observations, presence at meetings, written communications, verbal communications or other actions are not to be interpreted as addressing the merits of any claims, nor are they to be construed as interpreting the contract between the SUBRECIPIENT and the Contracted Party or any other parties.

5. ACCESS TO RECORDS

Provided Contracted Party is given reasonable advance written notice and such inspection is made during normal business hours of Contracted Party, then the Government Accountability Office, MDEQ, the State or any duly authorized representatives shall have unimpeded, prompt access to any of Contracted Party's books, documents, papers, and other records which are maintained or produced as a result of the Project for the purpose of making audits, investigations, examinations, excerpts, transcriptions, and copies of such documents. This right also includes timely and reasonable access to the Contracted Party's personnel for the purpose of interview and discussion related to such documents. All records related to this Agreement shall be retained by Contracted Party for a minimum of ten (10) years after final payment is made under this Agreement and all pending matters are closed; however, if any audit, litigation or other action arising out of or related in any way to this Project is commenced before the end of the ten (10) year period, the

records shall be retained for one (1) year after all issues arising out of the action are finally resolved or until the end of the ten (10) year period, whichever is later.

Contracted Party is not required to retain the above-mentioned records for the ten (10) year period prescribed in this Section and the “Right to Audit” provision only if all of the following conditions are satisfied:

A. Contracted Party has provided all of the documents described above and in the “Right to Audit” provision to MDEQ prior to the expiration of the ten (10) year retention period and a certification stating the same is simultaneously provided in writing to MDEQ;

B. No audit, litigation or other action arising out of or related in any way to this Project is commenced before Contracted Party provides the records and corresponding certification to MDEQ, in which case, Contracted Party shall retain the records until all issues arising out of the action are finally resolved; and

C. Contracted Party provides MDEQ a minimum of thirty (30) days written notice before providing the above-mentioned records and corresponding certification.

6. RECORD RETENTION AND RIGHT TO AUDIT

The Contracted Party shall maintain and retain books, documents, papers, financial records and other records, including electronic records, as may be prescribed by the MDEQ or by applicable federal and state laws, rules, and regulations. Contracted Party shall retain these records for a period of ten (10) years after final payment. These records shall be made available during the term of the Agreement and the subsequent ten (10) year period for examination, transcription, and audit by MDEQ, the Mississippi State Auditor’s Office, its designees, or other authorized bodies, including the Office of Inspector General. If any litigation, claim, investigation, or audit relating to this Agreement or an activity funded under the Agreement is started before the expiration of the ten (10) year period, the records must be retained until all litigation, claims, investigations, or audit findings involving the records have been resolved and final action taken.

7. RIGHT TO INSPECT WORK; SITE ACCESS

MDEQ and their representatives, invitees, and consultants shall have access and the right to conduct announced and unannounced onsite and offsite physical visits to inspect all Work hereunder. Upon request by MDEQ, Contracted Party shall provide MDEQ and its representatives, invitees, and consultants with the opportunity to participate in site inspections, meetings, and/or teleconferences, as appropriate, related to the performance of the Work.

8. CONFLICT OF INTEREST

The Contracted Party covenants that he presently has no interest and shall not acquire any interest direct or indirect in the Project that is the subject to this Agreement or any parcels therein, where applicable, or any other interest which would conflict in any manner or degree with the performance of his services hereunder. The Contracted Party further covenants that, in the performance of this agreement, no person having any such interest shall be employed.

The Contracted Party agrees to establish safeguards to prohibit employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have a family, business, or other tie.

9. COOPERATION AND EVALUATION

The Contracted Party agrees to assist and cooperate with the MDEQ or its duly designated representatives in the monitoring of the Project(s) to which the Agreement relates, and to provide in form and manner approved by MDEQ such monitoring reports, progress reports, and the like as may be required and to provide such reports at the times specified.

Further, the Contracted Party agrees to cooperate with MDEQ or its duly designated representatives by providing timely responses to all reasonable requests for information to assist in evaluation of the accomplishments of the Project and the agreement for a period of ten (10) years after the date on which the Final Reports are provided.

ATTACHMENT D

ASSURANCES OF COMPLIANCE WITH CIVIL RIGHTS REQUIREMENTS

ASSURANCE OF COMPLIANCE WITH TITLE VI OF THE

CIVIL RIGHTS ACT OF 1964

As a condition of receipt of federal financial assistance from the Department of the Treasury, SUBRECIPIENT provides the assurances stated herein. The federal financial assistance may include federal grants, loans and contracts to provide assistance to SUBRECIPIENT's beneficiaries, the use or rent of Federal land or property at below market value, Federal training, a loan of Federal personnel, subsidies, and other arrangements with the intention of providing assistance. Federal financial assistance does not encompass contracts of guarantee or insurance, regulated programs, licenses, procurement contracts by the Federal government at market value, or programs that provide direct benefits.

The assurances apply to all federal financial assistance from or funds made available through the Department of the Treasury, including any assistance that SUBRECIPIENT may request in the future.

The Civil Rights Restoration Act of 1987 provides that the provisions of the assurances apply to all of the operations of SUBRECIPIENT's program(s) and activity(ies), so long as any portion of SUBRECIPIENT's program(s) or activity(ies) is federally assisted in the manner prescribed above.

1. SUBRECIPIENT ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal financial assistance, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d *et seq.*), as implemented by the Department of the Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166, directives, circulars, policies, memoranda, and/or guidance documents.

2. SUBRECIPIENT acknowledges that Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency," seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English proficiency (LEP). SUBRECIPIENT understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury's implementing regulations. Accordingly, SUBRECIPIENT shall initiate reasonable steps, or comply with the Department of the Treasury's directives, to ensure that LEP persons have meaningful access to its programs, services, and activities. SUBRECIPIENT understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in SUBRECIPIENT's programs, services, and activities.

3. SUBRECIPIENT agrees to consider the need for language services for LEP persons when SUBRECIPIENT develops applicable budgets and conducts programs, services, and activities. As a resource, the Department of the Treasury has published its LEP guidance at 70 FR 6067. For more information on taking reasonable steps to provide meaningful access for LEP persons, please visit <http://www.lep.gov>.

4. SUBRECIPIENT acknowledges and agrees that compliance with the assurances constitutes a condition of continued receipt of federal financial assistance and is binding upon SUBRECIPIENT and SUBRECIPIENT's successors, transferees, and assignees for the period in which such assistance is provided.

5. SUBRECIPIENT understands and agrees that if any real property or structure is provided or improved with the aid of federal financial assistance by the Department of the Treasury, this assurance obligates SUBRECIPIENT, or in the case of a subsequent transfer, the transferee, for the period during which the real property or structure is used for a purpose for which the federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is provided, this assurance obligates SUBRECIPIENT for the period during which it retains ownership or possession of the property.

6. SUBRECIPIENT shall cooperate in any enforcement or compliance review activities by the Department of the Treasury of the aforementioned obligations. Enforcement may include investigation, arbitration, mediation, litigation, and monitoring of any settlement agreements that may result from these actions. SUBRECIPIENT shall comply with information requests, on-site compliance reviews and reporting requirements.

7. SUBRECIPIENT shall maintain a complaint log and inform the Department of the Treasury of any complaints of discrimination on the grounds of race, color, or national origin, and limited English proficiency covered by Title VI of the Civil Rights Act of 1964 and implementing regulations and provide, upon request, a list of all such reviews or proceedings based on the complaint, pending or completed, including outcome. SUBRECIPIENT also must inform the Department of the Treasury if SUBRECIPIENT has received no complaints under Title VI.

8. SUBRECIPIENT must provide documentation of an administrative agency's or court's findings of non-compliance of Title VI and efforts to address the non-compliance, including any voluntary compliance or other agreements between the SUBRECIPIENT and the administrative agency that made the finding. If SUBRECIPIENT settles a case or matter alleging such discrimination, SUBRECIPIENT must provide documentation of the settlement. If SUBRECIPIENT has not been the subject of any court or administrative agency finding of discrimination, please so state.

There came on for consideration at a duly constituted meeting of the Mayor and Members of the City Council of the City of Gulfport, Mississippi, held on the ____ day of _____, 2023, the following Resolution:

A RESOLUTION BY THE GULFPORT CITY COUNCIL TO AUTHORIZE AN EXPENDITURE FOR ADVERTISING AND BRINGING INTO FAVORABLE NOTICE THE OPPORTUNITIES, POSSIBILITIES AND RESOURCES OF THE CITY OF GULFPORT AT THE ST. BALDRICK'S ROCK THE BALD EVENT, AND FOR RELATED PURPOSES

WHEREAS, the City of Gulfport's Barksdale Pavilion in Jones Park will be the host city for the 2023 Rock the Bald event sponsored by the St. Baldrick's Foundation, a non-profit dedicated to conquering childhood cancers; and

WHEREAS, the City of Gulfport receives advertising thru the public relations associated with the Rock the Bald event throughout the Mississippi Gulf Coast and the larger Gulf South area; and

WHEREAS, the Governing Authority of the City of Gulfport is of the opinion that the City of Gulfport benefits from such advertising in the event by having an opportunity to and promote the City of Gulfport to individuals from around the Gulf South; and it finds that pursuant to the authority of Miss. Code Ann. §17-3-1 (Rev. 2003) and Miss. Code Ann. §17-3-3 (Rev.2003) that an expenditure of in-kind donation in the amount of \$1,500.00 for the benefit of the St. Baldricks Foundation in support of the Rock the Bald event serves the purposes of advertising and bringing into favorable notice the opportunities, possibilities and resources of the municipality, and shall constitute a form of advertising or publicity that will be helpful toward advancing the moral, financial and other interests of the City of Gulfport.

NOW THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF GULFPORT, MISSISSIPPI, AS FOLLOWS, TO WIT:

Section 1. That the matters, facts and things recited in the Preamble hereto are hereby adopted as the official findings of the Governing Authority.

Section 2. That the City of Gulfport, by and through its Mayor, is hereby authorized to make an-kind donation in the amount of \$1,500.00 to for the benefit of the St. Baldricks Foundation in support of the Rock the Bald event to be used to advertise the event and the City of Gulfport.

The above and foregoing Resolution, after having been first reduced to writing and read by the Clerk, was introduced by _____, seconded by _____, and was adopted by the following roll call vote:

AYES

NAYS

ABSENT

WHEREUPON, the President declared the motion carried and the Resolution adopted this the _____ day of _____, 2023.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF THE COUNCIL

PRESIDENT

The above and foregoing Resolution was submitted to and approved by the Mayor, this the _____ day of _____, 2023.

APPROVED:

MAYOR



1 May 2023

Rebecca Morrow
13574 Huntington Circle, Gulfport, MS 39503
(805)200-8279
rebeccalmorrow@gmail.com

Dear City of Gulfport,

As the battle against childhood cancer continues, so must the fight to fund research. Did you know that you can make a difference in the quest to cure childhood cancer? I kindly request the use of your facility, the Barksdale Pavilion at Jones Park, to host an upcoming St. Baldrick's Foundation event on Sept 30, 2023. In donating your establishment, you will not only be making a huge contribution to children suffering with cancer, you will also be spreading awareness to the community about this amazing organization.

The St. Baldrick's Foundation is a nonprofit organization raising funds for childhood cancer research by hosting head-shaving events worldwide. The goal of these events is to raise awareness and much needed funding for this urgent cause. Volunteers collect donations and come together to shave their heads to stand in solidarity with all of the children who have lost their hair in treatment.

This will be Gulfports 2nd annual St. Baldrick's event and we hope to make this an annual fundraiser. With your help and the use of this park, we can increase visibility and therefore increase profits and awareness.

Since 2000, St. Baldrick's Foundation volunteers have hosted more than 10,000 head-shaving events in 30 countries and 50 U.S. states, including more than 400,000 individuals who "braved a shave." Thanks in large part to these events, St. Baldrick's has been able to grant more than \$178 million to support the development of childhood cancer treatments that are unique as each child.

If you've ever been touched by a child with cancer, you know the urgency of finding a cure. Childhood cancer research is severely underfunded, so it's essential we take a stand for these young lives. Together, we can lend a hand to this cause and support the vital research that will give our children a fighting chance.

I will be in touch soon to answer your questions and confirm your commitment. In the meantime, to learn more about the St. Baldrick's Foundation, please visit www.StBaldricks.org or call 888.899.BALD. Thank you for your support.

Together, let's *Conquer Childhood Cancer!*

Sincerely,

Rebecca Morrow
Volunteer Event Organizer
St. Baldrick's Foundation
www.stbaldricks.org/events/gulfportrockthebald2023

There came on for consideration at a duly constituted meeting of the Mayor and Members of the City Council of the City of Gulfport, Mississippi, held on the _____ day of _____, 2023, the following Resolution:

A RESOLUTION BY THE GULFPORT CITY COUNCIL AUTHORIZING THE MAYOR, THE CITY ENGINEER AND OTHER NECESSARY OFFICIALS OF THE CITY TO SUBMIT APPLICATION TO THE MISSISSIPPI DEVELOPMENT AUTHORITY SEEKING GRANT FUNDING PURSUANT TO THE MISSISSIPPI GULF COAST RESTORATION FUND GRANT PROGRAM AUTHORIZED UNDER MISS. CODE ANN. § 57-119-1, *ET SEQ.*, TO SUPPORT PROJECTS WITHIN THE JURISDICTION OF THE CITY OF GULFPORT, MISSISSIPPI, AND FOR RELATED PURPOSES

WHEREAS, the City of Gulfport, Mississippi, is a municipal corporation chartered under the laws of the State of Mississippi; and

WHEREAS, the Mississippi Gulf Coast Restoration Fund (GCRF) Grant Program was expanded by the Mississippi Legislature during the First Extraordinary Session 2018, Senate Bill No. 2002, is administered by the Mississippi Development Authority (MDA), and is designed for making grants of BP Settlement funds to finance projects to promote economic growth in the Gulf Coast region as defined by the federal RESTORE Act; and

WHEREAS, applications by public entities for funds to support projects for which the RESTORE Act funds are to be used must include projects that meet the following criteria:

- A. Projects that will impact the long-term competitiveness of the region and may result in a significant positive impact on tax base, private sector job creation and private sector investment in the region;
- B. Projects that demonstrate the maximum long-term economic benefits and long-term growth potential of the region based on a financial analysis such as a cost-benefit analysis or a return-on-investment analysis;

- C. Projects that demonstrate long-term financial sustainability, including clear performance metrics, over the duration of the project;
- D. Projects that leverage or encourage leveraging of other private sector, local, state and federal funding sources with preference to projects that can demonstrate contributions from other sources than funds from the BP settlement;
- E. Projects that are supported by multiple government or private sector entities;
- F. Projects that can move quickly and efficiently to the design, engineering, and permitting phase;
- G. Projects that enhance the quality of life/place and business environment of the region, including tourism and recreational opportunities;
- H. Projects that expand the region's ability to attract high-growth industries or establish new high-growth industries in the region;
- I. Projects that leverage or further enhance key regional assets, including educational institutions, research facilities, ports, airports, rails, and military bases;
- J. Projects that are transformational for the future of the region but create a wider regional impact;
- K. Projects that enhance the marketability of existing industrial properties;
- L. Projects that enhance a targeted industry cluster or create a Center of Excellence unique to the region;
- M. Infrastructure projects for business retention and development;
- N. Projects that enhance research and innovative technologies in the region; and
- O. Projects that provide outcome and return on investment measures, to be judged by clear performance metrics, over the duration of the project or program.

WHEREAS, the Gulfport City Council has considered and identified certain projects of great importance to the long term public health and welfare, growth and economic benefit of the City of Gulfport qualifying for funding with Miss. Code Ann. § 57-119-1, et seq. and The Mississippi Gulf Coast Restoration Fund (GCRF) Grant Program, such project(s) being more particularly on the attached Exhibit “A” as qualifying project(s) under one or more of the foregoing and by this means expresses its intention and desire that the Mayor, City Engineer and other City officials be authorized to execute and deliver such grant applications and other documents as are necessary and proper to support such grant application; and

WHEREAS, in support of said Projects, and based on the projected cost of each of said projects provided by the City’s employees, consultants and engineers, the City of Gulfport, Mississippi, does hereby commit to provide funding of twenty percent of the estimated cost of each and all such project(s) as the City's share of the cost of said project to pair and match with any GCRF funds received for the Project(s);

WHEREAS, it is the desire of the Governing Authority of the City to authorize and direct the Mayor, City Engineer, and other necessary officials of the City to execute and submit such documents and applications as are required to apply for and obtain such funding through The Mississippi Gulf Coast Restoration Fund (GCRF) Grant Program, administered by the Mississippi Development Authority, all in accordance with law.

NOW THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF GULFPORT, MISSISSIPPI, AS FOLLOWS, TO WIT:

Section 1. That the matters, facts and things recited in the Preamble hereto are hereby adopted as the official findings of the Governing Authority.

Section 3. That the Governing Authority of the City of Gulfport does hereby commit to provide funding of twenty percent of the estimated cost of each and all such project(s) to pair and match as the Authority's share of the cost of said project(s).

AYES

NAYS

ABSENT

(SEAL)

ATTEST:

ADOPTED:

CLERK OF THE COUNCIL

PRESIDENT

The above and foregoing Resolution was submitted to and approved by the Mayor, this
the _____ day of _____, 2023.

APPROVED:

MAYOR

Memorandum – City of Gulfport



PUBLIC WORKS & ENGINEERING

To: Mayor Billy Hewes and Members of the City Council

CC: Leonard Papania, CAO
Todd Harman, CPA, Director of Finance and Accounting
Tyler Gentry, Assistant Director of Public Works – Operations
Jeremy Harrison, P.E., Assistant City Engineer
Jessica Versiga, Purchasing Agent
Legal Department

From: Wayne E. Miller, P.E., Director of Public Works and Engineering

Date: July 7, 2023

RE: 2024 Mississippi Gulf Coast Restoration Fund Grant Program

WEM

Attached for your consideration is a proposed list of multiple projects for submittal to the Mississippi Development Authority (MDA) to be funded by the Mississippi Gulf Coast Restoration Fund Grant Program.

The Mississippi Gulf Coast Restoration Fund Grant Program was expanded by the Mississippi Legislature during the First Extraordinary Session 2018, Senate Bill No. 2002, and is administered by the Mississippi Development Authority, designed for making grants of BP Settlement funds to finance projects to promote economic growth in the Gulf Coast region as defined by the federal RESTORE Act. This is an 80/20 match grant.

I recommend approval of this item.

Attachments:

1. 2024 Mississippi Gulf Coast Restoration Fund Project List

Memorandum – City of Gulfport



PUBLIC WORKS & ENGINEERING

To: Mayor Billy Hewes and Members of the City Council

CC: Leonard Papania, CAO
Todd Harman, CPA, Director of Finance and Accounting
Tyler Gentry, Assistant Director of Public Works – Operations
Jeremy Harrison, P.E., Assistant City Engineer
Jessica Versiga, Purchasing Agent
Legal Department

From: Wayne E. Miller, P.E., Director of Public Works and Engineering

Date: July 7, 2023

RE: 2024 Mississippi Gulf Coast Restoration Fund Grant Program

WEM

Attached for your consideration is a proposed list of multiple projects for submittal to the Mississippi Development Authority (MDA) to be funded by the Mississippi Gulf Coast Restoration Fund Grant Program.

The Mississippi Gulf Coast Restoration Fund Grant Program was expanded by the Mississippi Legislature during the First Extraordinary Session 2018, Senate Bill No. 2002, and is administered by the Mississippi Development Authority, designed for making grants of BP Settlement funds to finance projects to promote economic growth in the Gulf Coast region as defined by the federal RESTORE Act. This is an 80/20 match grant.

I recommend approval of this item.

Attachments:

1. 2024 Mississippi Gulf Coast Restoration Fund Project List

CITY OF GULFPORT

2024 GULF COAST RESTORATION FUND PROPOSED PROJECT LIST

1. Coffee Creek “Go Green” Park and Educational/Recreational Facility (Ward 2) \$7.5 M

The Centennial Plaza Sports Complex (“Go Green” Park and Educational/Recreational Facility) is a project-ready development that involves the construction of sports fields and related facilities/amenities and pickle ball/futsal courts on unencumbered property owned by the City with an eye toward enhancements and improvements to make this facility a magnet for sports tourism as well as an educational facility designed to be compatible with the surrounding environment. The City currently has no such facility, nor is there such a facility within two (2) hours’ drive of the City. This complex is located next to the “Centennial Plaza” resort complex that the City and its redevelopment commission have worked tirelessly since Hurricane Katrina to develop, and this area needs a staple that will draw a different type of tourist to the region to also experience the resort area and other amenities the City has to offer. Such tourism translates into sales tax revenue for the City. This project will also enhance the quality of life of the City’s residents. This development will include the construction of an educational walking trail around the lake and running trail around the perimeter of the site and various learning “stations” along these trails. In conjunction with the construction/improvement of 5 environmental-friendly soccer fields (full sized), one of which will be for stadium use with team dressing rooms, 8 futsal courts, and 8 pickle ball courts (see attached exhibit), this project will further involve significant improvements/enhancements to the banks of the lake/pond to assist in combating erosion, the creation and construction of wetlands downstream from this lake/pond to assist with the preservation of water quality associated with the lake/pond and Coffee Creek (which, again empties into the Mississippi Sound) and reduction of downstream flooding, and the construction of numerous retention ponds to be connected with these various fields in order to assist with stormwater management (quantity and quality). Attractive and shaded vehicular circulation and parking areas (including large team buses) will also be included. This project will include numerous eco-friendly measures, including reclaimed stormwater and runoff and efficient irrigation. The facility is designed to host college events in addition to tournament play and recreational use of the pickle ball and futsal courts. The surrounding trail is designed to qualify for use as a cross-country venue. This facility will create a “center of excellence” that can be used to host college and regional events.

2. Dedeaux Road Widening Phase 2B (Jessica Lane to ¼ miles west of Hwy 605) (Wards 5 and 6) \$7M

Currently, Dedeaux Road is a 4-lane roadway from Dede Drive to US 49 but is 2-lanes from Dede Drive to SR 605. The 2-lane section is approximately 2 miles long. The traffic flow along this corridor experiences heavy bottle nicking along the eastern stretch. The project to widen the existing 2 lane portion to 4 lanes is shovel-ready (environmental assessment and route determination complete). The goal of this project will be the enhancement of safety and efficiency through the corridor. This project will provide improved access for emergency services and commercial activity, which should in turn spur economic developments. What more, in the event of a natural disaster, widening of this corridor will provide a critical east-to-west link between two major hurricane evacuation routes (Highway 605 and Highway US 49). This project is vital to provide an importation east/west connection between US highway 49 and MS 605 which will in turn decongest clogged traffic routes north of I-10. It will also provide a critical link in emergency evacuation preparedness and supply an economic development stimulus for this section of the City. This application is for the east end (Jessica Lane to the ¼ mile west of MS 605 mark).

3. Elevated Restaurant & Lease Space (Ward 2) \$5M

This project will provide a 2-story elevated pile supported building at the former White Cap location. The building will be approximately 10,000 sq. ft. with approximately 5,000 sq. ft. per story. One floor will be restaurant space while the second floor will be lease space that could divided to fit the use of the tenant(s). This project will bring additional businesses to the Jones Park area and will provide additional jobs from the restaurant and lease space.

4. 20th Avenue Hwy 90 Beach Side Parking Improvements Phase II (Ward 2) \$8M

This project involves the construction of surface area parking facility and boat launch just east of Jones Park in Gulfport, MS. The area involved will be in the southeast corner of Highway 90 and 20th Avenue. This phase will include a boat launch on the east side of Marina with boat trailer parking. There will be 2 acres of beach that will be made into a parking area and one-acre further south that will be filled for the boat launch and trailer parking to account for the beach loss a new two-acre beach will be created just east of the south end of 20th Avenue. The facility will include curb and gutter and landscaping commiserate with the area.

5. Gulfport Commerce Corridor Project Phase II (Ward 7) \$10M

The proposed improvements will consist of extending Daniel Boulevard approximately 6,600 linear feet (lf) from its current termini within Anchor Plaza to the unnamed North-South road from the Canal I-10 Service Road to JFM Parkway. This road would be a “complete-street” concept with a shared pedestrian / bicycle multi-use path and a raised median with lighting and intermittent turn lanes; all contained in a 100’ right-of-way.

6. Concrete Wall on Dixie Avenue Rehab Project (Ward 1) \$100,000

The concrete wall that runs North to South along Dixie Avenue from Old Pass Road North to 11th Street South is located in the Gaston Point Community. This wall was constructed prior to 1954. The concrete wall has some historical value pertaining to the segregation that took place in earlier times. This wall is old, fragile and leaning in several places and many residents would like to see it protected and supported to keep it from falling over.

7. Goldin Sportsplex Pickle Ball Court Project (Ward 6) \$300,000

Two pickleball courts can be installed on one tennis court area with adequate space for benches and shade structures with one tennis court remaining. Six pickleball courts can be installed on the site of two tennis courts with adequate space for benches and shade structures and would accommodate 24 players at a time. Plan should include installation of a tension fabric covering for all-weather play. This covering exists on the 24 outdoor courts in Opelika, Alabama.

8. Gulfport Gas Light District (Ward 3) \$900,000

The Broadmoor Gaslight District Development is a multi-phased approach to neighborhood revitalization in Gulfport. Phase 1&2 are currently underway. This application will focus on the completion of Phase 3: Renovation and Revitalization of the Neighborhood Commercial Corridor. Phase 4: Complete Streets Corridor will be conducted after the renovation and revitalization phase is completed.

The Broadmoor Gaslight District is a once in a lifetime opportunity to have various local, state, and national stakeholders come together to develop a commercial corridor for three distinct, yet equally historic neighborhoods along the Gulf Coast of South Mississippi. Anchored on the cusp of Historic Broadmoor, Historic Soria City, and just to the north of 2nd Street in Gulfport, this mixed-use development will include: the restoration of the historic Broadmoor commercial property that is currently on the 10 Most Endangered Historic Places in Mississippi list developed by the Mississippi Heritage Trust, the cultivation of a Botanical Garden, the renovation of Broadmoor Cottage in to a boutique hotel for Community Based tourism, and the revitalization of a neighborhood commercial corridor (“The Broadmoor Gaslight District”) that will serve as the connecting point of three distinct historic neighborhoods on the Coast. The Gulf Coast Business Council’s 2017 white paper: Blueprint Gulf Coast Initiative Year 1, lays out the pathway to Economic Development along the Mississippi Gulf Coast by emphasizing the importance of connectivity. “Connectivity is important: we enjoy a Mississippi Gulf Coast

(continued)

with ultra-high-speed transportation and waterway transportation alternatives. And, most importantly, we have collaboratively moved beyond a history that has held us back for far too long.” Additionally, the Gulf Coast Business Council emphasizes the importance of public-private partnerships for growing the regional economy. Destination Landscapes and Community Based Tourism are important economic drivers to the Gulf Coast. According to the 2019 Coastal Mississippi Annual Update tourism brings over 13.5 million people to the Coast annually bringing in over \$3 Billion in economic impact to the region. While the gaming industry is mature, regional economic development will benefit from diversifying tourist attractions, appealing to a different demographic of visitors, and aligning markets across the region. This project to revitalize a neighborhood commercial corridor is consistent with the various long-range city, state, and regional plans to stimulate economic development. This project will contribute to community and economic development plans by encouraging local entrepreneurship, cultivating local innovation, and improving upon local road safety. Additionally, the project will strengthen internal traffic flows, accommodate safe and reliable multi-modal transportation systems including bicycles and pedestrians, and reduce regional vehicle miles traveled (VMT). The neighborhood revitalization will also provide green infrastructure for community resilience.

9. Gulfport Sportsplex Improvements (Ward 7) \$15M

The City of Gulfport's Sportsplex is strategically located near the northwest corner of the busy intersection of Interstate 10 and Highway 49. The Gulfport Sportsplex is a state-of-the-art sports complex which is based on and designed by the citizens themselves. The Sportsplex provides the highest level of leisure time for the citizen of Gulfport, Mississippi, and all who travel to the complex. The Gulfport Sportsplex helps to ensure a better “Quality of Life” for the region by providing outdoor activities, opportunities for improved health and fitness, and increased potential for economic development.

This project is for the addition of five (5) state-of-the-art synthetic turf baseball/softball fields, restrooms, and appurtenances. The Sportsplex currently has 14 multipurpose baseball/softball fields, 6 multipurpose athletic fields (i.e. soccer) associated buildings (concessions, restrooms, maintenance, etc.), associated infrastructure, and an area leased to Gulf Islands Waterpark. With the additions and improvements, this project will allow the complex to hold larger regional tournaments that will attract more people to stay in regional hotels, dine at local restaurants, and shopping at area retail.

In 2021, this facility directly produced nearly \$230,000 in revenue with over 100,000 visitors and is estimated to have had a \$20-\$25 million total economic impact. The bulk of this impact came from the 58 tournaments across 4 different sports hosted at the Sportsplex in 2021 alone.

Despite its ongoing success, the facilities size and field offering limits the types of tournaments and other opportunities it can handle. Routinely, regional tournaments consider the Mississippi Gulf Coast for its centralized location, but ultimately are relocated to competitive markets due to the lack of facilities. This proposed project consists of three concurrent phases. First, after its 21 years of operation, a growing number of repairs and improvements to existing facilities is

(continued)

required. Secondly, the City of Gulfport already owns enough land to add the additional facilities. The opportunities associated with this project would further bolster the already notable revenues and economic impacts of Gulfport's Sportsplex. Encouraging economic development in this area will also benefit community-resilience as it is within portions of the city generally located outside the FEMA-established floodplains that are more common south of I-10. Finally, the entire Mississippi Gulf Coast would also see a significant increase in tourism with every tournament hosted.

10. Highway 90 Beachfront Concrete Boardwalk (Ward 2) \$4.5M

The project proposes completing the beachfront concrete boardwalks along the south side of Highway 90 in Gulfport, MS. This project will benefit residents and tourists. More than 85% of the nearly 8 miles of shoreline within Gulfport City limits already has an ADA-compliant concrete boardwalk project in place; aside from pedestrian and bicycle access, this boardwalk offers benches overlooking and stairs leading to Gulfport's beaches. This project would fill in the remaining 4 sections of shoreline (approximately 6,350 linear feet) to complete the boardwalk within Gulfport's city limits. Completion of these unfinished sections would offer safe recreational walking and biking options. It would further serve to promote public pedestrian access to, not only Gulfport's beaches, but also the revitalized downtown Gulfport, Jones Park, and the Gulfport Small Craft Harbor as well as casinos, proposed developments, etc. Finally, this boardwalk will also help eliminate beach erosion and act as a barrier between the beach and Highway 90. This will help reduce sand migration onto the highway, lowering road hazards and decreasing maintenance time and costs. In addition to the boardwalk, beachfront enhancements are proposed that are in line with the current "Gateway" projects already underway within Harrison County. These enhancements may consist of aesthetic improvements (landscaping, etc.) and recreational improvements such as fire pits, showers, volleyball courts, pavilions, etc.

11. Mast Arm Signals with Pre-emption (All Wards) \$9.5M

This project will be providing mast arms and signal pre-emption for the existing signals that are span wires on thirty two (32) intersections that are located on major arteries and evacuations routes throughout the City. This project will reduce signal damage during high wind events as well as enable public safety vehicles to respond to emergencies more efficiently. The restoration of normal traffic will ensure a quicker economic recovery for the City and will improve quality of life by limiting road closures and associated heavy traffic conditions.

12. Mississippi Gulf Coast YMCA (Ward 6) \$20.6M

This project will provide a new 55,000 square foot YMCA facility that will serve 10,000 members. The proposed site location will be at the Gulfport Highlands (I-10 & SR 605). This proposed project will provide health and wellness programs, specialized fitness programs living with chronic illness related to obesity, arthritis, diabetes, Parkinson's

(continued)

disease and other areas of need, nutrition education, dedicated spaces for age – appropriate activities for teens and younger youth, swim lessons and safety around water education, intergenerational and community meeting room where people of all ages can gather to learn, work and play. The main objective of the new Gulfport YMCA is to provide a healthy, sustainable YMCA center to serve as a community gathering place ensuring people of all ages and backgrounds can access the resources needed to help them grow and thrive in spirit, mind and body.

13. Multi-use Paths & Sidewalks throughout Gulfport (All Wards) \$4M

The proposed project will provide sidewalks and bike path improvements throughout the Gulfport area. The proposed sidewalks and bike paths will connect the existing sidewalks and bike lanes pieced together throughout the city. In 2015 the City of Gulfport adopted a citywide sidewalk plan titled "Pedestrian Sidewalk Master Plan." The plan identified and prioritized 484 locations throughout Gulfport with sidewalk needs. The proposed project will be consistent with the City's Master Plan that was adopted by the City Council. The proposed project is intended to provide safe and accessible pedestrian and bicycle routes throughout the City of Gulfport, particularly to areas that are under served.

The proposed project will help promote connectivity for pedestrians within the area and increase quality of life for residents and tourists. Adding sidewalks and safe bicycle routes provides additional options to those whom do not have other modes of transportation to move safely about their community. A good connectivity of sidewalks also helps promote good health, exercise, and positive environmental impacts. The sidewalk improvements that will identified as part of the project intend improve the quality of life for Gulfport residents and visitors by providing the key benefits of safety, accessibility, economic revitalization, increased property value, and health benefits.

14. Pedestrian Bridge at Centennial Plaza (Ward 2) \$6M

This project will provide pedestrian bridge with ADA ramp access from Centennial Plaza across Highway 90 to the boardwalk along the beach.

15. The Quarter's Revitalization Project (Ward 1) \$6M

The project will consist of streetscape improvements including removal/installation of sidewalks, removal/installation of curb and gutter, street paving, street lighting, landscaping, signage, and other streetscape ideas. This area is currently in a mixed commercial and residential area and the "under construction" Gulfport Job Corp Center is also in this area. The proposed project area includes part of 29th Avenue to 35th Avenue and from 22nd Street to 18th Street.

16. Courthouse Road Boat Launch and Jetties Improvements Mitigation Project (Ward 2) \$1.7M

The City of Gulfport's Courthouse Road boat launch south of U. S. Highway 90 is one of the highest trafficked and used boat launches in the City. Unfortunately, its use is continually comprised and limited by silt that is constantly brought into the boat launch (continued)

area by tides and which siltation is increased and hastened by tropical weather. Every several years, there is a need to have the approach to this boat launch dredged and this has typically cost about \$250,000 each time. Such repeat siltation and the resulting costly maintenance work substantially decrease the public's ability to use this facility. The solution to this recurring issue, and the scope of this project, is one that involves extending the east and west jetties south of the current, existing boat launch area (approximately 400 linear feet) to the end of the existing pier and the re-design of the approach between jetties (angling their entrance southwest) in order to prevent silt accumulation in the boat launch area.

The existing jetties will be extended approximately 750 feet for better protection against siltation and erosion.

17. Seaway Road Pedestrian Pathway West End (Ward 5) \$2M

This project will complete the 17,000 plus linear feet of pedestrian pathway project on Seaway Road. This project will run from Three Rivers Road to the west about 6,600 linear feet to connect to the existing pathway.

18. James Hill Park and Hansboro Park Boat Launch and Parking Area Improvements (Ward 4) \$560,000

This project will improve the existing recreation waterway observation area. Work will include revitalization of the existing roadway, provide boat launch capability, and improved parking. This area of Gulfport is sought after by the general public and visitor for the enjoyment of our waterways and amenities.

19. Gulfport Lake Boat Launch and Parking Area Improvements (Ward 4) \$450,000

This project will provide a much-needed expansion of the Gulfport Lake parking area. The existing asphalt parking lots will extend west approximately half an acre. The new parking area will provide 20 striped parking spots alleviating parking congestion. In addition, this project would provide opportunities for the general public and visitors to enjoy amenities as well as provide safe access to the Gulf's waterways for enjoyment of numerous water activities.

There came on for consideration at a duly constituted meeting of the Mayor and Members of the City Council of the City of Gulfport, Mississippi, held on the ____ day of _____, 2023, the following Resolution:

A RESOLUTION BY THE GULFPORT CITY COUNCIL TO AUTHORIZE NEGOTIATIONS TO ACQUIRE EASEMENTS AND RELATED INTERESTS AND TO DO ANY ACTS NECESSARY AND LEGAL, INCLUDING PROSECUTION IN SPECIAL COURT OF EMINENT DOMAIN, TO OBTAIN TITLE FOR THE CITY UNDER MISS. CODE ANN. SEC. 11-27-81, ET SEQ., AND, IF NECESSARY, TO EXPEDITE THE “INTERCONNECTING GULFPORT PROJECT”, TO AUTHORIZE SPECIAL CHECKS TO ACQUIRE THE PROPERTY INTERESTS STATED HEREIN, AND FOR RELATED PURPOSES

WHEREAS, the City of Gulfport intends to undertake the Interconnecting Gulfport Project, a right of way/roadway project intended to improve the flow of traffic at and near the intersection of U.S. Highway 49 and Interstate 10 by extending Airport Road and providing an overpass over Interstate 10 (hereinafter, the “Project”); and

WHEREAS, in order to complete this Project, the City must acquire easements from multiple land owners including T. Jerard Gulfport, LLC; Greater Gulfport Properties, LLC; and Ward Gulfport Properties, L.P. (Formerly Turkey Creek Limited Partnership); and

WHEREAS, pursuant to authority of the Governing Authority, the City has obtained appraisals to determine the fair market value of compensation and damages (i.e., just compensation) that the City shall pay to each land owner and interested party for the easements and other interests necessitated by the project, and such appraisals were performed by Everette E. Ladner, III, a licensed and certified general real estate appraiser in Gulfport, and

WHEREAS, the Mayor and City Council (“Governing Authority”) of the City of Gulfport find that authority should be granted to legal counsel to negotiate acquisition of easements at the appraised fair market value, and to commence suit for eminent domain where negotiations are not successful, and to assert the special provisions of state law for immediate entry, possession and title, and for special checks to issue as necessary to acquire the property interest, and to file suit for eminent domain and to obtain immediate entry and title under the quick-take provisions of Miss. Code Ann. §11-27-81, et seq. if

necessary to meet project requirements and funding deadlines and to notify each land owner or interested party that the City shall offer the appraised fair market value for the easement acquisitions (i.e., just compensation); and to pay the Court appointed independent appraisers such sums not to exceed \$1,000.00, as required by the Special Court of Eminent Domain, and for special checks to pay City's appraisers, any process fees or court costs required to expedite prosecution of these cases and any amount required for acquisition of the easements; and

WHEREAS, the City of Gulfport will suffer irreparable harm and delay by exercising the right to condemn the subject property (as set out below) through eminent domain proceedings under authority of Miss. Code Ann. §11-27-1 through §11-27-51, as its sole remedy for relief, and therefore for public convenience and necessity, including relieving traffic congestion in areas near and around the Project area, the City of Gulfport is entitled and should be hereby authorized to assert immediate right of possession under the authority of Miss. Code Ann. §11-27-1 through §11-27-51, as amended.

NOW THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF GULFPORT, MISSISSIPPI, AS FOLLOWS:

SECTION 1. That the matters, facts, and things recited in the Preamble hereto are hereby adopted as the official findings of the Governing Authority.

SECTION 2. That the appraised value be and it is hereby established as "just compensation" for the subject property and that City Attorney's Office be, and is hereby authorized to negotiate for acquisition of the easements, and to offer on behalf of the City of Gulfport to pay just compensation, in the amount of the appraised fair market value, according to the City's retained appraisers or negotiated sums to the owners and interested parties, as follows:

Tax Parcel Number: 0709O-01-001.000

Ownership: T. Jerard Gulfport, LLC, or record title holder, their successors, assigns, and any other interested parties, as their interests may appear, the total sum for acquisition of an easement according to survey and description attached hereto as "Exhibit A-1" and "Exhibit A-2" at the appraised value of \$3,600.00.

Tax Parcel Number: 0709H-01-004.000

Ownership: Greater Gulfport Properties, LLC, or record title holder, their successors, assigns, and any other interested parties, as their interests may appear, the total sum for acquisition of an easement according to survey and description attached hereto as “Exhibit B” at the appraised value of \$8,480.00.

Tax Parcel Numbers: 0709I-01-001.000

Ownership: Ward Gulfport Properties, L.P. (Formerly Turkey Creek Limited Partnership), or record title holder, their successors, assigns, and any other interested parties, as their interests may appear, the total sum for acquisition of an easement according to survey and description attached hereto as “Exhibit C” at the appraised value of \$11,752.00.

SECTION 3. That fair market value, as established by appraisal and review appraisal, shall be offered to each property owner (and leaseholder, where applicable), however the owner or leaseholder may agree to the easement purchase for less than fair market value. That if successful in negotiating this acquisition at the appraised value or negotiated sum, then “special checks” are hereby authorized to be issued to the property owners and any other interested parties established by legal counsel according to said appraised value or negotiated sum.

SECTION 4. That the Project described herein is hereby declared to be for a public purpose and the private property interests hereinabove described are hereby found and declared to be necessary for public use (i.e., a public necessity), and it is necessary to acquire the easements expeditiously, as a result of which the aforesaid legal counsel is hereby authorized and directed to proceed to file and prosecute eminent domain proceedings pursuant to Miss. Code Ann. §11-27-1 through §11-27-91, against the individuals, corporations, partnerships, and any and all other persons or parties having or claiming title or interest in the property hereinabove set forth.

SECTION 5. Further, it is hereby declared that the City of Gulfport, the property owners and the general public shall suffer irreparable harm and delay by exercising the right to condemn the subject property interests pursuant exclusively to the provisions of Miss. Code Ann. §11-27-1 through §11-27-51 as a result of which the City of Gulfport finds and resolves that the City should exercise its rights of immediate title, entry and possession as authorized by Miss. Code Ann. §11-27-81 through §11-27-91, and in such case the City of Gulfport shall be and hereby is authorized to issue “special checks” to the

Court Clerk for prepaid deposits and any amounts which may be required to be deposited in accordance with the procedure and provisions set forth in Miss. Code Ann. Section 11-27-85 and to pay the Court appointed independent appraiser as may be ordered by the Court, and for the Court appointed appraiser's fees not to exceed \$1,000.00, unless otherwise ordered by the Court, as allowed in Miss. Code Ann. Section 11-27-89.

SECTION 6. That the Governing Authority hereby ratifies and approves any and all actions previously taken by the City Attorney's Office with respect to negotiations with the Owner herein identified.

SECTION 7. This Resolution shall take full force and effect immediately upon its passage and enactment according to law and shall be spread upon the minutes of the Gulfport City Council.

The above and foregoing Resolution, after having been first reduced to writing and read by the Clerk, was introduced by _____, seconded by _____, and was adopted by the following roll call vote:

AYES

NAYS

ABSENT

WHEREUPON, the President declared the motion carried and the Resolution adopted this the _____ day of _____, 2023.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF THE COUNCIL

PRESIDENT

The above and foregoing Resolution was submitted to and approved by the Mayor, this
the _____ day of _____, 2023.

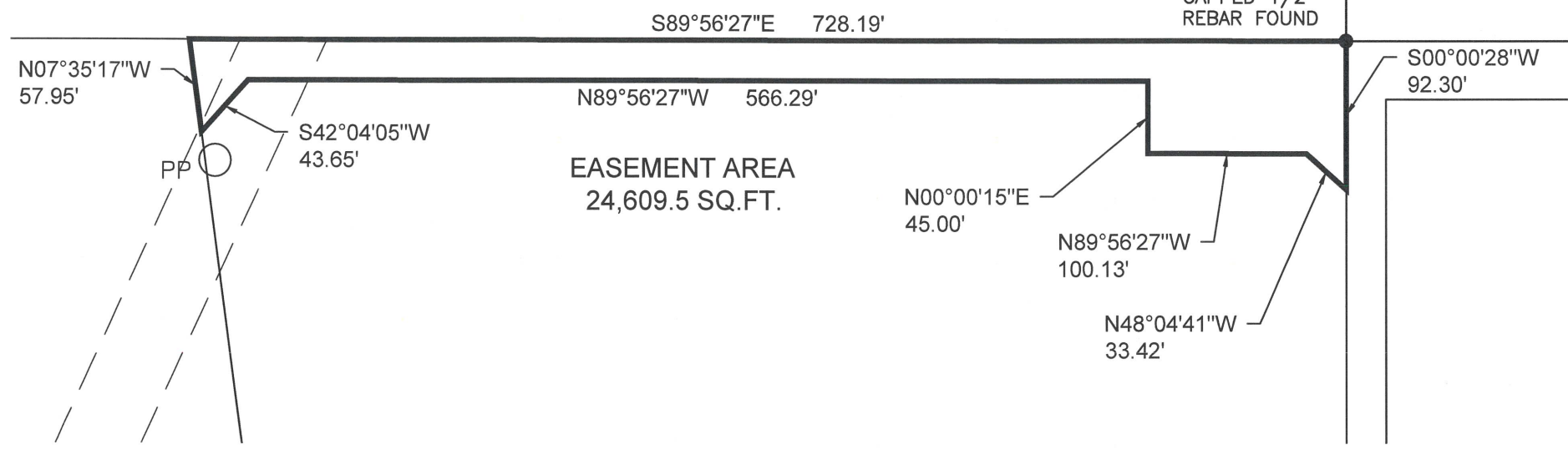
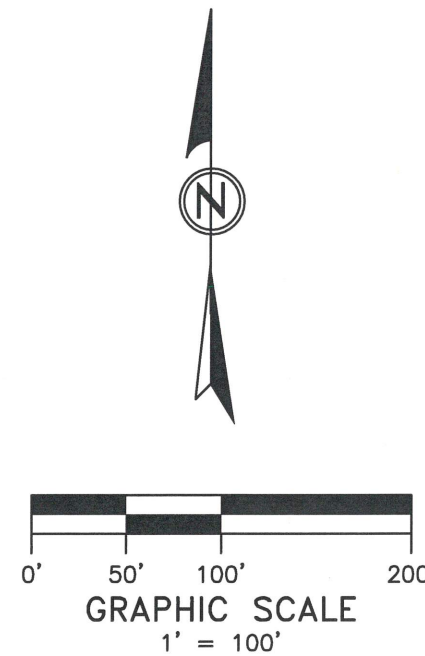
APPROVED:

MAYOR

KANSAS CITY SOUTHERN RAILROAD (100' R/W)

P.O.B.
CAPPED 1/2"
REBAR FOUND

PROPERTY NOW OR FORMERLY
T JERARD GULFPORT, LLC
P.O. BOX 1370
GRETNA, LA 70054
TAX PARCEL# 07090-01-001.000



BEARING NOTE

BEARINGS SHOWN ON THE FACE OF THIS SURVEY ARE GEODETIC BEARINGS BASED UPON GPS OBSERVATION USING EARL DUDLEY VRS RTK INET GPS NETWORK.

LEGEND

- IRF DENOTES IRON ROD FOUND
- IPF DENOTES IRON PIPE FOUND
- IRS DENOTES CAPPED 1/2" IRON ROD SET (COA S245)
- ☒ CMF DENOTES CONCRETE MONUMENT FOUND
- (MEAS) DENOTES MEASURED THIS SURVEY
- (DEED) DENOTES PER RECORDED DEED

REFERENCE MATERIAL

HARRISON COUNTY GIS WEBSITE
DEED INSTRUMENT 2018-003939-D-J1
DEED BOOK 1242 PAGE 277

NOTES

- NO TITLE SEARCH, ABSTRACT OR TITLE OPINION WAS PERFORMED BY NOR PROVIDED TO THIS FIRM FOR THE SUBJECT PROPERTY. THE OPINION OF THE LOCATION AND EXTENT OF THE PROPERTY REPRESENTED BY THIS SURVEY DOES NOT IMPLY OR GUARANTEE TITLE TO ANY PERSONS OR PARTIES. THERE MAY BE ADDITIONAL EASEMENTS OR OTHER INSTRUMENTS THAT WOULD BE DISCOVERED IN A TITLE INVESTIGATION, NOT SHOWN ON THIS PLAT WHICH COULD EFFECT THE BOUNDARIES OR INTERIORS OF THE SUBJECT PROPERTY.
- BOUNDARY LINES WERE TAKEN FROM DEEDS, TAX RECORDS, ETC. AS SHOWN IN THE REFERENCE MATERIAL BELOW AND MONUMENTS AND/OR IRON RODS FOUND.
- THIS SURVEY IS SUBJECT TO ALL APPLICABLE GOVERNMENTAL REGULATIONS, BUILDING OR OTHER RESTRICTIONS, LEGAL RESTRICTIONS OF ANY NATURE AND FURTHER SUBJECT TO ANY AND ALL EASEMENTS, RESTRICTIVE COVENANTS AND RIGHTS OF WAY OF RECORD.
- THIS IS A CLASS "B" SURVEY AS OUTLINED IN CLASSIFICATION OF SURVEYS.

AREA TABULATION

TOTAL GROSS AREA: 450.5 ACRES
REQUIRED ESMT. AREA: 24,609.5 SQ.FT.
REMAINING AREA: 449.94 ACRES

SURVEYOR CERTIFICATION

THIS IS TO CERTIFY THAT I HAVE SURVEYED THE PROPERTY HEREON DESCRIBED AND DELINEATED, AND THAT THE MEASUREMENTS AND OTHER DATA INDICATED ARE CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

James C. Booth, Jr.
JAMES C. BOOTH, JR., P.L.S. #2666
JUNE 2, 2022
P.L.S. 2666

LEGAL DESCRIPTION: DRAINAGE EASEMENT

A PARCEL OF LAND SITUATED AND BEING LOCATED IN THE SE 1/4 OF THE NE 1/4 OF SECTION 20, TOWNSHIP 7 SOUTH, RANGE 11 WEST, CITY OF GULFPORT, FIRST JUDICIAL DISTRICT OF HARRISON COUNTY, MISSISSIPPI, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO WIT:

BEGINNING AT A CAPPED 1/2" REBAR FOUND AT THE INTERSECTION OF THE EAST LINE OF SAID SE 1/4 OF THE NE 1/4 WITH THE SOUTH LINE OF THE KANSAS CITY SOUTHERN RAILROAD, SAID POINT BEING S 00°00'40" W 1339.69 FEET FROM THE NORTHEAST CORNER OF SAID SECTION 20; THENCE S 00°00'28" W 92.30 FEET TO A POINT; THENCE N 48°04'41" W 33.42 FEET TO A POINT; THENCE N 89°56'27" W 100.13 FEET TO A POINT; THENCE N 00°00'15" E 45.00 FEET TO A POINT; THENCE N 89°56'27" W 566.29 FEET TO A POINT; THENCE S 42°04'05" W 43.65 FEET TO A POINT; THENCE N 07°35'17" W 57.95 FEET TO A POINT ON THE SOUTH LINE OF THE KANSAS CITY SOUTHERN RAILROAD; THENCE S 89°56'27" E 728.19 FEET ALONG SAID SOUTH LINE TO THE POINT OF BEGINNING. SAID PARCEL OF LAND CONTAINS 24,609.5 SQUARE FEET, MORE OR LESS.

PREPARED BY:



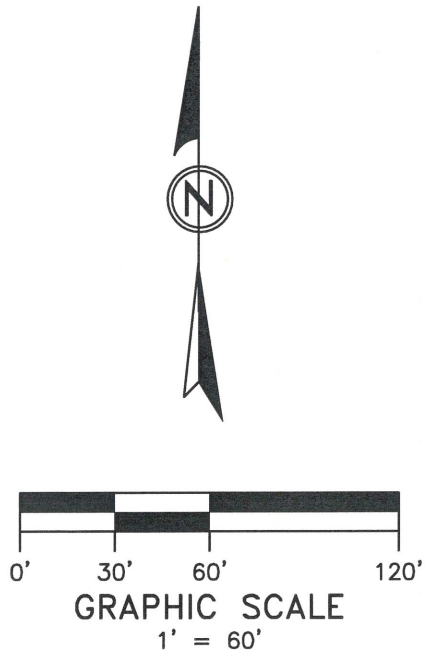
CIVIL
ELECTRICAL
MECHANICAL
SURVEYING

918 Howard Ave., Suite F
Biloxi, Mississippi 39530
O: 228.388.1950 | F: 228.388.1971
www.mpeng.us

EASEMENT SURVEY

A PARCEL OF LAND SITUATED IN NE 1/4
OF SECTION 20-7-11, GULFPORT, FIRST
JUDICIAL DISTRICT OF HARRISON CO., MS

SCALE: SHOWN
PROJECT NO: 0273.20.001
DATE: 06/02/2022
DRAWN BY: JCB
CHECKED BY: GCT
SHEET NO.:
SA-01
SHEET 1 OF 1



BEARING NOTE

BEARINGS SHOWN ON THE FACE OF THIS SURVEY ARE GEODETIC BEARINGS BASED UPON GPS OBSERVATION USING EARL DUDLEY VRS RTK INET GPS NETWORK.

LEGEND

- IRF DENOTES IRON ROD FOUND
- IPF DENOTES IRON PIPE FOUND
- IRS DENOTES CAPPED 1/2" IRON ROD SET (COA S245)
- ☒ CMF DENOTES CONCRETE MONUMENT FOUND
- (MEAS) DENOTES MEASURED THIS SURVEY
- (DEED) DENOTES PER RECORDED DEED

NOTES

- NO TITLE SEARCH, ABSTRACT OR TITLE OPINION WAS PERFORMED BY NOR PROVIDED TO THIS FIRM FOR THE SUBJECT PROPERTY. THE OPINION OF THE LOCATION AND EXTENT OF THE PROPERTY REPRESENTED BY THIS SURVEY DOES NOT IMPLY OR GUARANTEE TITLE TO ANY PERSONS OR PARTIES. THERE MAY BE ADDITIONAL EASEMENTS OR OTHER INSTRUMENTS THAT WOULD BE DISCOVERED IN A TITLE INVESTIGATION, NOT SHOWN ON THIS PLAT WHICH COULD EFFECT THE BOUNDARIES OR INTERIORS OF THE SUBJECT PROPERTY.
- BOUNDARY LINES WERE TAKEN FROM DEEDS, TAX RECORDS, ETC. AS SHOWN IN THE REFERENCE MATERIAL BELOW AND MONUMENTS AND/OR IRON RODS FOUND.
- THIS SURVEY IS SUBJECT TO ALL APPLICABLE GOVERNMENTAL REGULATIONS, BUILDING OR OTHER RESTRICTIONS, LEGAL RESTRICTIONS OF ANY NATURE AND FURTHER SUBJECT TO ANY AND ALL EASEMENTS, RESTRICTIVE COVENANTS AND RIGHTS OF WAY OF RECORD.
- THIS IS A CLASS "B" SURVEY AS OUTLINED IN CLASSIFICATION OF SURVEYS.

REFERENCE MATERIAL

HARRISON COUNTY GIS WEBSITE
DEED INSTRUMENT 2018-003939-D-J1
DEED BOOK 1242 PAGE 277

AREA TABULATION

TOTAL GROSS AREA: 450.5 ACRES
REQUIRED ESMT. AREA: 8,151.6 SQ.FT.
REMAINING AREA: 450.3 ACRES

SURVEYOR CERTIFICATION

THIS IS TO CERTIFY THAT I HAVE SURVEYED THE PROPERTY HEREON DESCRIBED AND DELINEATED, AND THAT THE MEASUREMENTS AND OTHER DATA INDICATED ARE CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

JAMES C. BOOTH, JR., P.L.S. #2666
JUNE 2, 2022

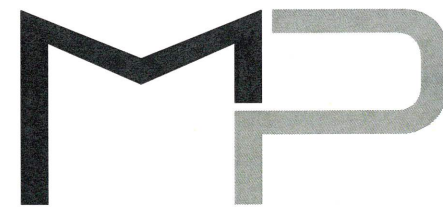
PROPERTY NOW OR FORMERLY
T JERARD GULFPORT, LLC
P.O. BOX 1370
GRETN, LA 70054
TAX PARCEL# 0709O-01-001.000

LEGAL DESCRIPTION: DRAINAGE EASEMENT

A PARCEL OF LAND SITUATED AND BEING LOCATED IN THE SE 1/4 OF THE NE 1/4 AND THE NE 1/4 OF THE SE 1/4 OF SECTION 20, TOWNSHIP 7 SOUTH, RANGE 11 WEST, CITY OF GULFPORT, FIRST JUDICIAL DISTRICT OF HARRISON COUNTY, MISSISSIPPI, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO WIT:

COMMENCING AT A CAPPED 1/2" REBAR SET AT THE SOUTHEAST CORNER OF SAID SE 1/4 OF THE NE 1/4 OF SECTION 20; THENCE N 00°00'28" E 44.15 FEET ALONG THE EAST LINE OF SAID SECTION 20 TO A CAPPED 1/2" REBAR SET; THENCE 34.93 FEET ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 1065.00 FEET AND ALSO HAVING A CHORD BEARING AND DISTANCE OF N 77°28'51" W 34.92 FEET TO A CAPPED 1/2" REBAR SET; THENCE S 17°30'36" W 27.10 FEET TO A CAPPED 1/2" REBAR SET; THENCE N 75°45'41" W 3.47 FEET TO A POINT AND BEING THE POINT OF BEGINNING; THENCE S 11°26'20" E 43.11 FEET TO A POINT; THENCE 55.00 FEET ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 230.00 FEET AND ALSO HAVING A CHORD BEARING AND DISTANCE OF S 04°35'20" E 54.86 FEET TO A POINT; THENCE S 02°15'41" W 30.58 FEET TO A POINT; THENCE N 87°44'19" W 60.00 FEET TO A POINT; THENCE N 02°15'41" E 30.58 FEET TO A POINT; THENCE 40.65 FEET ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 170.00 FEET AND ALSO HAVING A CHORD BEARING AND DISTANCE OF N 04°35'20" W 40.55 FEET TO A POINT; THENCE N 11°26'20" W 38.55 FEET TO A POINT; THENCE 33.77 FEET ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 130.00 FEET AND ALSO HAVING A CHORD BEARING AND DISTANCE OF N 03°59'50" W 33.67 FEET TO A POINT; THENCE 62.67 FEET ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 1104.96 FEET AND ALSO HAVING A CHORD BEARING AND DISTANCE OF S 74°02'48" E 62.66 FEET TO THE POINT OF BEGINNING. SAID PARCEL OF LAND CONTAINS 8,151.6 SQUARE FEET, MORE OR LESS.

PREPARED BY:



MACHADO | PATANO

CIVIL
ELECTRICAL
MECHANICAL
SURVEYING

918 Howard Ave., Suite F
Biloxi, Mississippi 39530

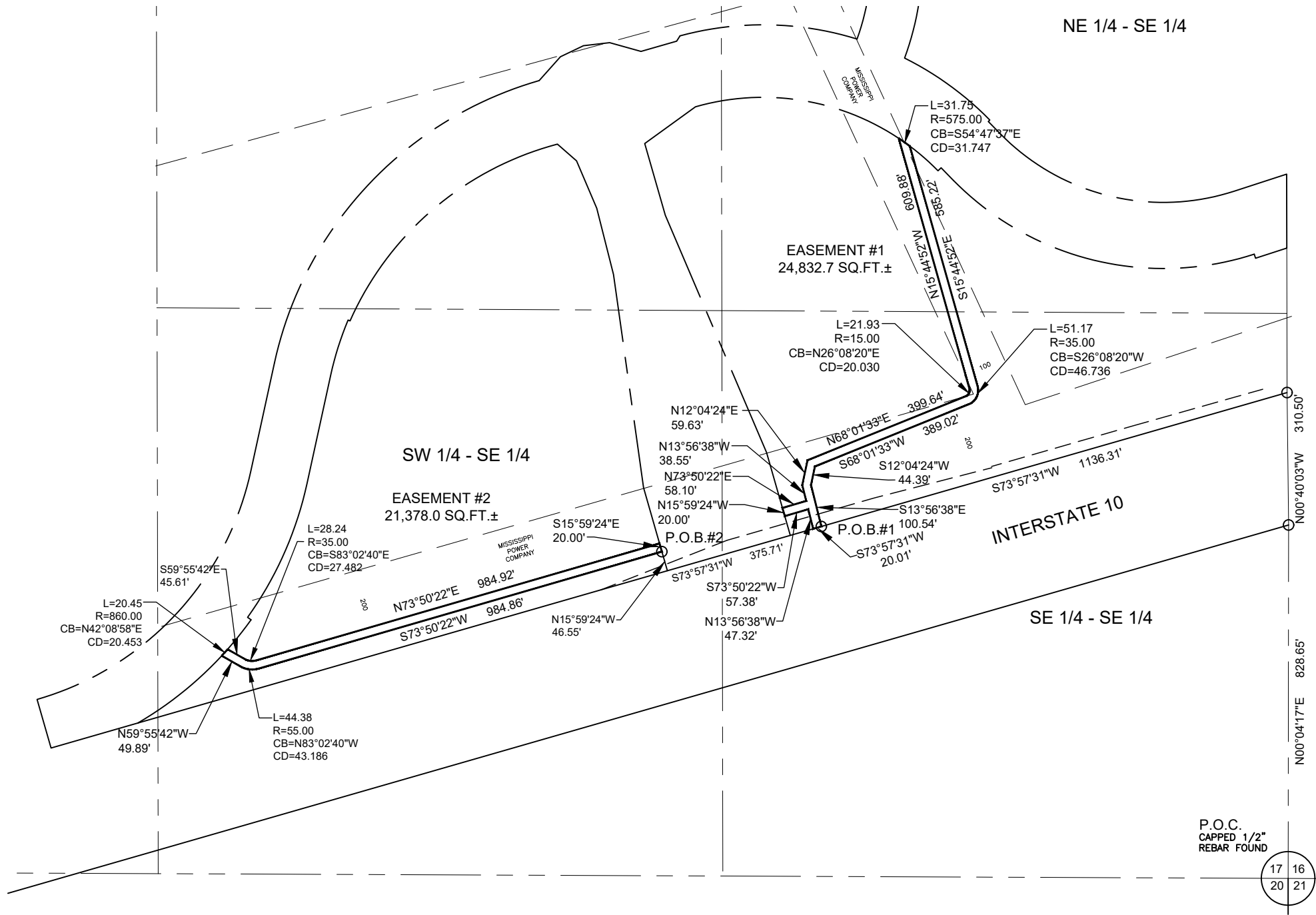
O: 228.388.1950 | F: 228.388.1971

www.mpeng.us

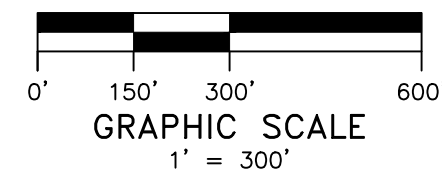
EASEMENT SURVEY

A PARCEL OF LAND SITUATED IN NE 1/4
OF SECTION 20-7-11, GULFPORT, FIRST
JUDICIAL DISTRICT OF HARRISON CO., MS

SCALE: SHOWN
PROJECT NO: 0273.20.001
DATE: 06/02/2022
DRAWN BY: JCB
CHECKED BY: GCT
SHEET NO.:
SA-01
SHEET 1 OF 1



PROPERTY NOW OR FORMERLY
GREATER GULFPORT PROPERTIES, LLC
PO BOX 1176
GULFPORT, MS 39502

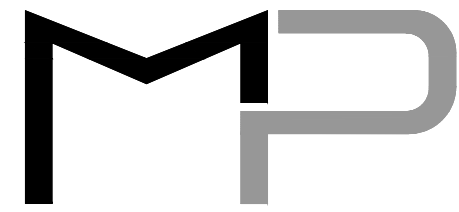


BEARINGS SHOWN ON THE FACE OF THIS
SURVEY ARE GEODETIC BEARINGS BASED
UPON GPS OBSERVATION USING EARL
DUDLEY VRS RTK INET GPS NETWORK.

LEGEND

- IRF DENOTES IRON ROD FOUND
- IPF DENOTES IRON PIPE FOUND
- IRS DENOTES CAPPED 1/2" IRON ROD SET (COA S245)
- ☒ CMF DENOTES CONCRETE MONUMENT FOUND
- (MEAS) DENOTES MEASURED THIS SURVEY
- (DEED) DENOTES PER RECORDED DEED

PREPARED BY:



**CIVIL
ELECTRICAL
MECHANICAL
SURVEYING**

1818 Howard Ave., Suite F
Biloxi, Mississippi 39530
O: 228.388.1950 | F: 228.388.1971
www.mpeng.us

MACHADO | PATANO

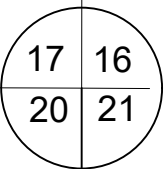
EASEMENT SURVEY

**A PARCEL OF LAND SITUATED IN
SECTION 17-7-11, GULFPORT, FIRST
JUDICIAL DISTRICT OF HARRISON CO., MS**

SCALE:	SHOWN
PROJECT NO:	0273.20.001
DATE:	06/28/2022
DRAWN BY:	JCB
CHECKED BY:	GCT

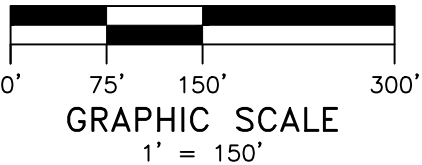
SHEET NO.:
SA-01
SHEET 1 OF 2

PROPERTY NOW OR FORMERLY
TURKEY CREEK LIMITED PARTNERSHIP
PO BOX 1370
GRETNA, LA 70054



P.O.C.
CAPPED 1/2"
REBAR FOUND

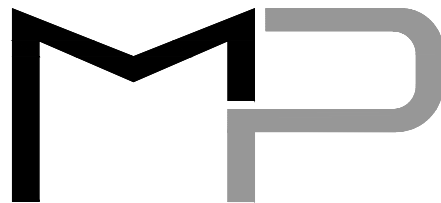
CURVE 1 L=111.94 R=170.00 CB=N47°31'17"W CD=109.924	CURVE 2 L=142.48 R=270.00 CB=N81°30'08"W CD=140.837	CURVE 3 L=129.71 R=130.00 CB=N68°02'10"W CD=124.398	CURVE 4 L=57.17 R=130.00 CB=N26°51'12"W CD=56.709	CURVE 5 L=4.14 R=70.00 CB=N15°57'01"W CD=4.141
CURVE 6 L=7.69 R=130.00 CB=S15°57'01"E CD=7.690	CURVE 7 L=30.78 R=70.00 CB=S26°51'12"E CD=30.536	CURVE 8 L=69.84 R=70.00 CB=S68°02'10"E CD=66.983	CURVE 9 L=174.15 R=330.00 CB=S81°30'08"E CD=172.134	CURVE 10 L=157.00 R=230.00 CB=S46°49'42"E CD=153.974



BEARING NOTE

BEARINGS SHOWN ON THE FACE OF THIS
SURVEY ARE GEODETIC BEARINGS BASED
UPON GPS OBSERVATION USING EARL
DUDLEY VRS RTK INET GPS NETWORK.

PREPARED BY:



CIVIL
ELECTRICAL
MECHANICAL
SURVEYING

118 Howard Ave., Suite F
Biloxi, Mississippi 39530
O: 228.388.1950 | F: 228.388.1971
www.mpeng.us

MACHADO | PATANO

EASEMENT SURVEY

A PARCEL OF LAND SITUATED IN
SECTION 20-7-11, GULFPORT, FIRST
JUDICIAL DISTRICT OF HARRISON CO., MS

SCALE:	SHOWN
PROJECT NO:	0273.20.001
DATE:	06/28/2022
DRAWN BY:	JCB
CHECKED BY:	GCT

SHEET NO.:
SA-01
SHEET 1 OF 2

There came on for consideration at a duly constituted meeting of the Mayor and Members of the City Council of the City of Gulfport, Mississippi, held on the ____ day of _____, 2023, the following Resolution:

**A RESOLUTION BY THE GULFPORT CITY COUNCIL TO AUTHORIZE
NEGOTIATIONS TO ACQUIRE REAL PROPERTY AND RELATED INTERESTS AND
TO DO ANY ACTS NECESSARY AND LEGAL, INCLUDING PROSECUTION IN
SPECIAL COURT OF EMINENT DOMAIN, TO OBTAIN TITLE FOR THE CITY
UNDER MISS. CODE ANN. SEC. 11-27-81, ET SEQ., AND, IF NECESSARY, TO
EXPEDITE THE “INTERCONNECTING GULFPORT PROJECT”, TO AUTHORIZE
SPECIAL CHECKS TO ACQUIRE THE PROPERTY INTERESTS STATED HEREIN,
AND FOR RELATED PURPOSES**

WHEREAS, the City of Gulfport intends to undertake the Interconnecting Gulfport Project, a project designed to extend Airport Road and provide an overpass over Interstate 10 (hereinafter, “Project”); and

WHEREAS, in order to complete the Project, including drainage improvements associated therewith, the City must acquire real property from the Land Trust for the Mississippi Coastal Plain; and

WHEREAS, pursuant to authority of the Governing Authority, the City has heretofore obtained appraisals to determine the fair market value of compensation and damages (i.e., just compensation) that the City shall pay to each land owner and interested party for the real property and other interests necessitated by this project, and such appraisals were performed by Everette E. Ladner, III, a licensed and certified general real estate appraiser in Gulfport; and

WHEREAS, the Mayor and City Council (“Governing Authority”) of the City of Gulfport find that authority should be granted to legal counsel to negotiate acquisition of the real property at the appraised fair market value, and to commence suit for eminent domain where negotiations are not successful, and to assert the special provisions of state law for immediate entry, possession and title, and for special checks to issue as necessary to acquire the property interest, and to file suit for eminent domain and to obtain immediate entry and title under the quick-take provisions of Miss. Code Ann. §11-27-81, et seq. if necessary to meet project requirements and funding deadlines and to notify each land owner or interested party that the City shall offer the appraised fair market value for the real property

acquisition, but the owner may elect to offer the property to the City for less than fair market value; and to pay the Court appointed independent appraisers such sums not to exceed \$1,000.00, as required by the Special Court of Eminent Domain, and for special checks to pay City's appraisers, and any process fees or court costs required to expedite prosecution of these cases; and

WHEREAS, the City of Gulfport will suffer irreparable harm and delay by exercising the right to condemn the subject property through eminent domain proceedings under authority of Miss. Code Ann. §11-27-1 through §11-27-51, as its sole remedy for relief, and therefore for public convenience and necessity, including relieving traffic congestion in areas near and around the Project land area located in, the City of Gulfport is entitled and should be hereby authorized to assert immediate right of possession under the authority of Miss. Code Ann. §11-27-1 through §11-27-51, as amended.

NOW THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF GULFPORT, MISSISSIPPI, AS FOLLOWS:

SECTION 1. That the matters, facts, and things recited in the Preamble hereto are hereby adopted as the official findings of the Governing Authority.

SECTION 2. That the City Attorney's Office be, and is hereby authorized to negotiate for acquisition of the real property, and to offer on behalf of the City of Gulfport to pay just compensation, in the amount of the appraised fair market value, according to the City's retained appraisers or negotiated sums to the owners and interested parties, as follows:

Tax Parcel Numbers: 0809L-02-009.000, 0809L-02-010.000, 0809L-02-022.000, 0809L-02-019.000, 0809L-02-014.000, 0809L-02-013.000, 0809L-02-012.001, 0809L-02-012.000, 0809L-02-014.001, 0809L-02-008.000, 0809L-02-023.000, 0809L-02-023.001, 0809L-02-018.000, 0809L-02-015.000, 0809L-02-007.000, 0809L-02-024.000, 0809L-02-017.000, 0809L-02-016.000, 0809L-02-006.000, 0809L-02-001.000, 0809L-02-004.000, 0809L-02-003.000, 0809L-02-002.000 and any other tax parcels included in the property described in Exhibit "A" hereto

Ownership: LAND TRUST FOR THE MISSISSIPPI COASTAL PLAIN, or record title holder, their successors, assigns, and any other interested parties, as their interests may appear, the total sum for acquisition of real property according to survey and description attached hereto as "Exhibit "A" at the appraised value of \$42,570.00.

SECTION 3. That fair market value, as established by appraisal and review appraisal shall be offered to the property owner, however the owner may agree to the property purchase for less than fair market value. That if successful in negotiating this acquisition at the appraised value or negotiated sum, then “special checks” are hereby authorized to be issued to the property owners and any other interested parties established by legal counsel according to said appraised value or negotiated sum.

SECTION 4. That the Interconnecting Gulfport Project is hereby declared to be for a public purpose and the private property interests hereinabove described are hereby found and declared to be necessary for public use (i.e., a public necessity), and it is necessary to acquire the property/ies expeditiously, as a result of which the aforesaid legal counsel is hereby authorized and directed to proceed to file and prosecute eminent domain proceedings pursuant to Miss. Code Ann. §11-27-1 through §11-27-91, against the individuals, corporations, partnerships, and any and all other persons or parties having or claiming title or interest in the property hereinabove set forth.

SECTION 5. Further, it is hereby declared that the City of Gulfport, the property owners and the general public shall suffer irreparable harm and delay by exercising the right to condemn the subject property interests pursuant exclusively to the provisions of Miss. Code Ann. §11-27-1 through §11-27-51 as a result of which the City of Gulfport finds and resolves that the City should exercise its rights of immediate title, entry and possession as authorized by Miss. Code Ann. §11-27-81 through §11-27-91, and in such case the City of Gulfport shall be and hereby is authorized to issue “special checks” to the Court Clerk for prepaid deposits and any amounts which may be required to be deposited in accordance with the procedure and provisions set forth in Miss. Code Ann. Section 11-27-85 and to pay the Court appointed independent appraiser as may be ordered by the Court, and for the Court appointed appraiser’s fees not to exceed \$1,000.00, unless otherwise ordered by the Court, as allowed in Miss. Code Ann. Section 11-27-89.

SECTION 6. That the Governing Authority hereby ratifies and approves any and all actions previously taken by the City Attorney's Office with respect to negotiations with the Owner herein identified.

SECTION 7. This Resolution shall take full force and effect immediately upon its passage and enactment according to law and shall be spread upon the minutes of the Gulfport City Council.

The above and foregoing Resolution, after having been first reduced to writing and read by the Clerk, was introduced by _____, seconded by _____, and was adopted by the following roll call vote:

AYES

NAYS

ABSENT

WHEREUPON, the President declared the motion carried and the Resolution adopted this the _____ day of _____, 2023.

(SEAL)

ATTEST:

ADOPTED:

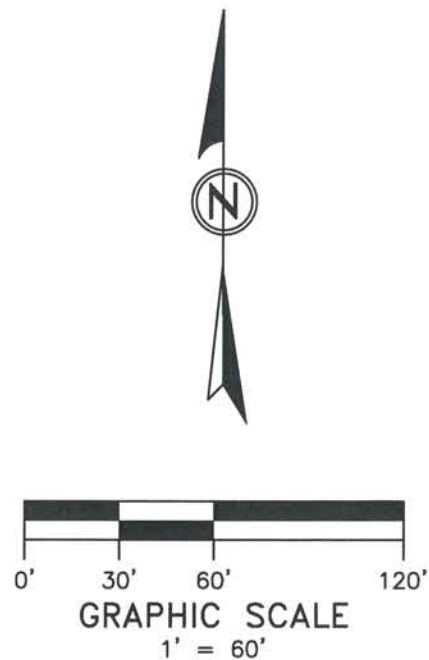
CLERK OF THE COUNCIL

PRESIDENT

The above and foregoing Resolution was submitted to and approved by the Mayor, this
the _____ day of _____, 2023.

APPROVED:

MAYOR



BEARING NOTE

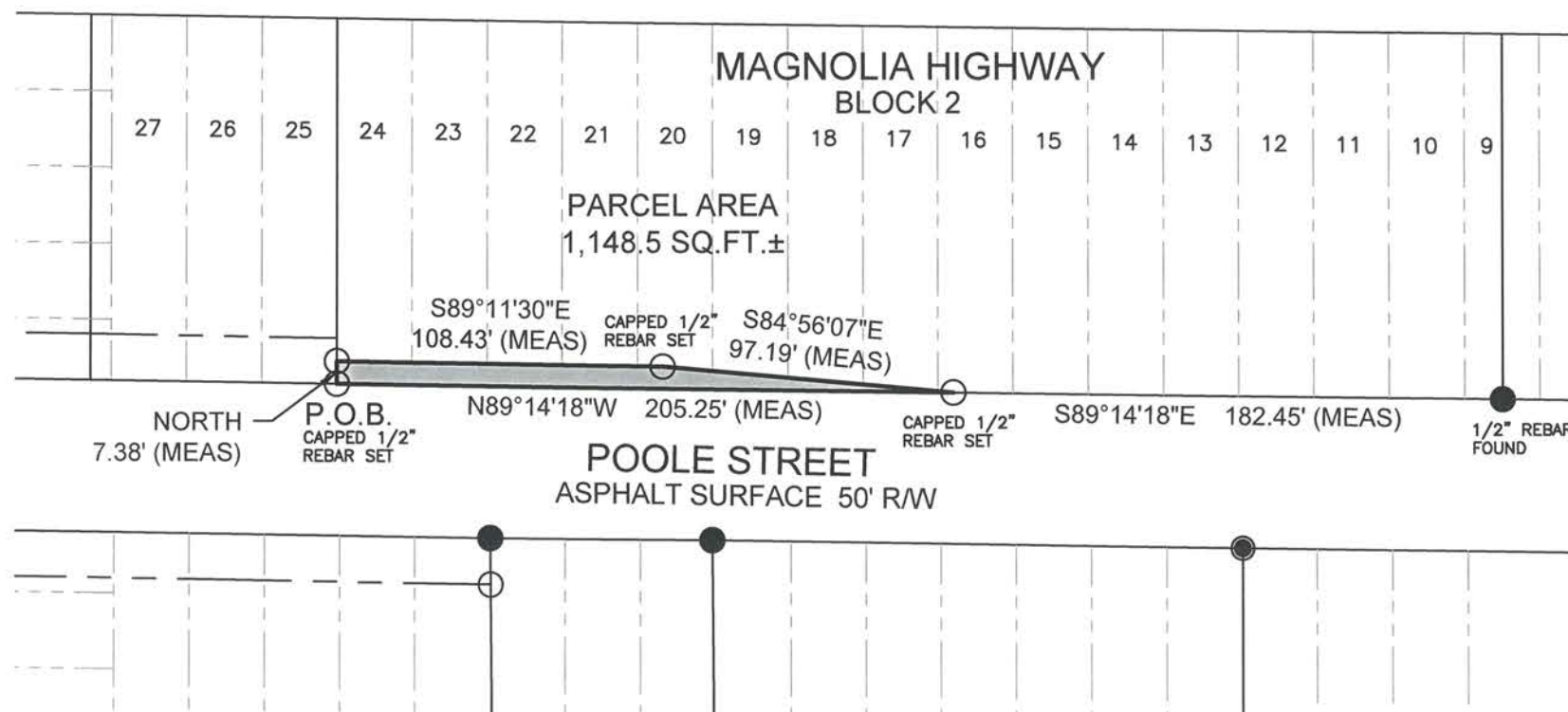
BEARINGS SHOWN ON THE FACE OF THIS SURVEY ARE GEODETIC BEARINGS BASED UPON GPS OBSERVATION USING EARL DUDLEY VRS RTK INET GPS NETWORK.

LEGEND

- IRF DENOTES IRON ROD FOUND
- IPF DENOTES IRON PIPE FOUND
- IRS DENOTES CAPPED 1/2" IRON ROD SET (COA S245)
- ☒ CMF DENOTES CONCRETE MONUMENT FOUND
- (MEAS) DENOTES MEASURED THIS SURVEY
- (DEED) DENOTES PER RECORDED DEED

NOTES

1. NO TITLE SEARCH, ABSTRACT OR TITLE OPINION WAS PERFORMED BY NOR PROVIDED TO THIS FIRM FOR THE SUBJECT PROPERTY. THE OPINION OF THE LOCATION AND EXTENT OF THE PROPERTY REPRESENTED BY THIS SURVEY DOES NOT IMPLY OR GUARANTEE TITLE TO ANY PERSONS OR PARTIES. THERE MAY BE ADDITIONAL EASEMENTS OR OTHER INSTRUMENTS THAT WOULD BE DISCOVERED IN A TITLE INVESTIGATION, NOT SHOWN ON THIS PLAT WHICH COULD EFFECT THE BOUNDARIES OR INTERIORS OF THE SUBJECT PROPERTY.
2. BOUNDARY LINES WERE TAKEN FROM DEEDS, TAX RECORDS, ETC. AS SHOWN IN THE REFERENCE MATERIAL BELOW AND MONUMENTS AND/OR IRON RODS FOUND.
3. THIS SURVEY IS SUBJECT TO ALL APPLICABLE GOVERNMENTAL REGULATIONS, BUILDING OR OTHER RESTRICTIONS, LEGAL RESTRICTIONS OF ANY NATURE AND FURTHER SUBJECT TO ANY AND ALL EASEMENTS, RESTRICTIVE COVENANTS AND RIGHTS OF WAY OF RECORD.
4. THIS IS A CLASS "B" SURVEY AS OUTLINED IN CLASSIFICATION OF SURVEYS.



AREA TABULATION

TOTAL GROSS AREA: 46,524 SQ.FT.
REQUIRED AREA: 1,148.5 SQ.FT.
REMAINING AREA: 45,375.5 SQ.FT.

REFERENCE MATERIAL

HARRISON COUNTY GIS WEBSITE
PLAT OF MAGNOLIA HIGHWAY S/D
DEED INSTRUMENT 2004-002622-D-J1

PROPERTY NOW OR FORMERLY
SJM INVESTMENTS, LLC
15250 POOLE STREET
GULFPORT, MS 39503

LEGAL DESCRIPTION: FEE SIMPLE ACQUISITION

A PARCEL OF LAND SITUATED AND BEING LOCATED IN A PART OF LOTS 16 THRU 24, INCLUSIVE, BLOCK 2, MAGNOLIA HIGHWAY SUBDIVISION, CITY OF GULFPORT, FIRST JUDICIAL DISTRICT OF HARRISON COUNTY, MISSISSIPPI, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO WIT:

BEGINNING AT A 1/2" REBAR SET AT THE SOUTHWEST CORNER OF SAID LOT 24, MAGNOLIA HIGHWAY SUBDIVISION; THENCE NORTH 7.38 FEET TO A 1/2" REBAR SET; THENCE S 89°11'30" E 108.43 FEET TO A CAPPED 1/2" REBAR SET; THENCE S 84°56'07" E 97.19 FEET TO A CAPPED 1/2" REBAR SET ON THE SOUTH LINE OF SAID LOT 16; THENCE N 89°14'18" W 205.25 FEET TO THE POINT OF BEGINNING. SAID PARCEL OF LAND CONTAINS 1,148.5 SQUARE FEET, MORE OR LESS.

SURVEYOR CERTIFICATION

THIS IS TO CERTIFY THAT I HAVE SURVEYED THE PROPERTY HEREON DESCRIBED AND DELINEATED, AND THAT THE MEASUREMENTS AND OTHER DATA INDICATED ARE CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

JAMES C. BOOTH, JR., P.L.S. #2666
MAY 9, 2022



PREPARED BY:

MP
MACHADO | PATANO

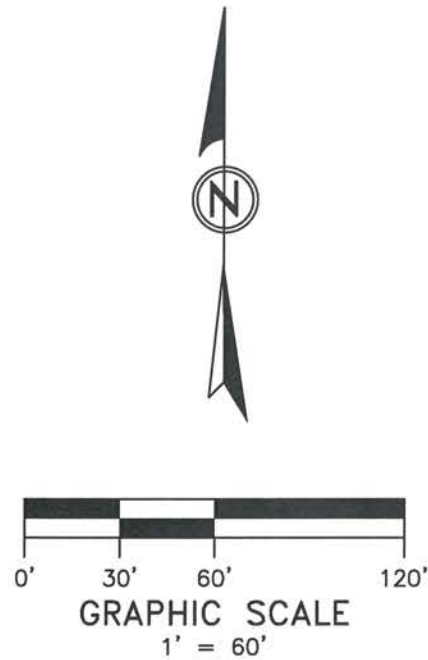
CIVIL
ELECTRICAL
MECHANICAL
SURVEYING

918 Howard Ave., Suite F
Biloxi, Mississippi 39530
O: 228.388.1950 | F: 228.388.1971
www.mpeng.us

BOUNDARY SURVEY

A PARCEL OF LAND SITUATED IN
A PART OF LOTS 16 THRU 24, BLOCK 2,
MAGNOLIA HIGHWAY SUBDIVISION

SCALE: SHOWN
PROJECT NO: 0273.20.001
DATE: 05/09/2022
DRAWN BY: JCB
CHECKED BY: GCT
SHEET NO.:
SA-01
SHEET 1 OF 1



BEARING NOTE

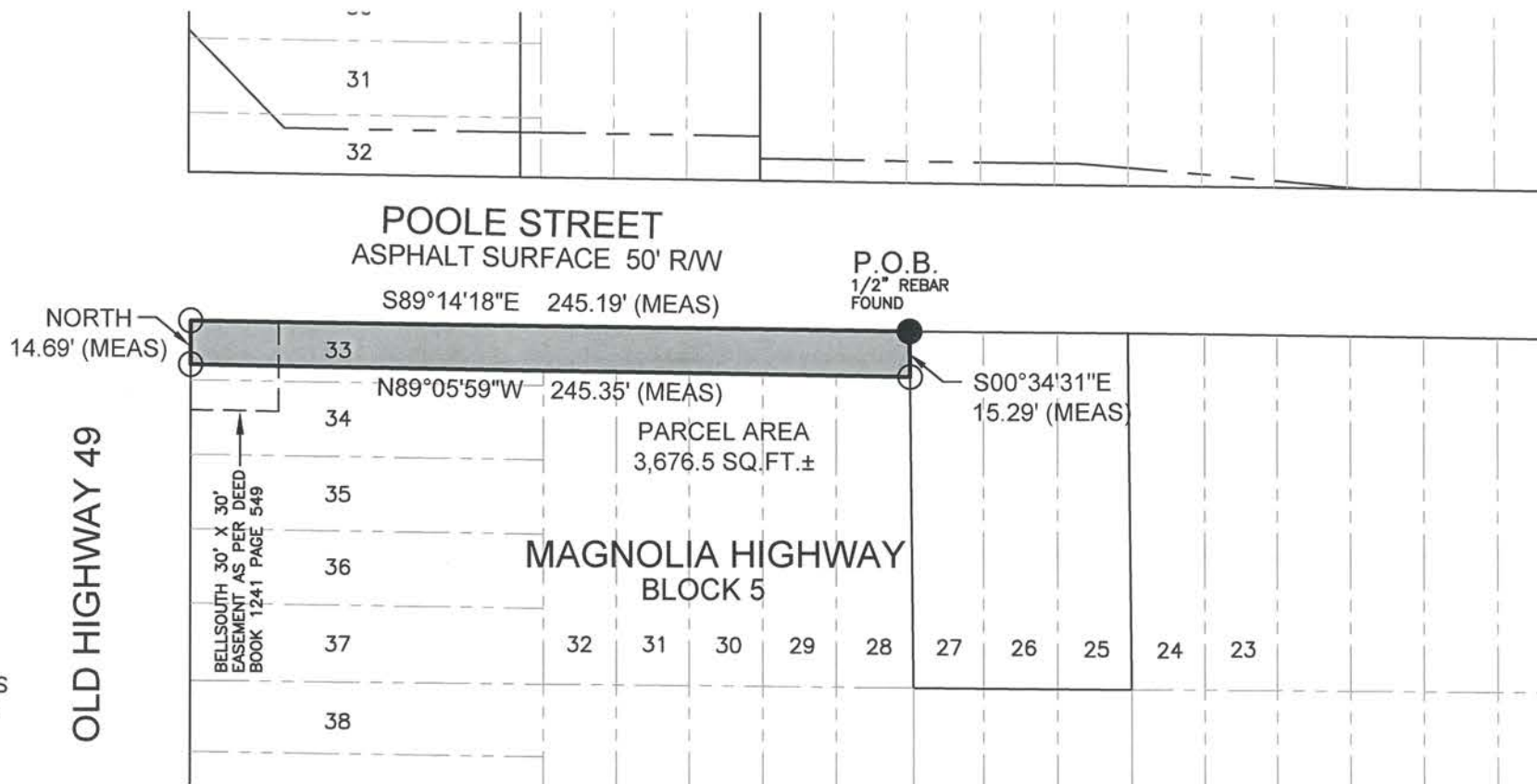
BEARINGS SHOWN ON THE FACE OF THIS SURVEY ARE GEODETIC BEARINGS BASED UPON GPS OBSERVATION USING EARL DUDLEY VRS RTK INET GPS NETWORK.

LEGEND

- IRF DENOTES IRON ROD FOUND
● IPF DENOTES IRON PIPE FOUND
○ IRS DENOTES CAPPED 1/2" IRON ROD SET (COA S245)
☒ CMF DENOTES CONCRETE MONUMENT FOUND
(MEAS) DENOTES MEASURED THIS SURVEY
(DEED) DENOTES PER RECORDED DEED

NOTES

1. NO TITLE SEARCH, ABSTRACT OR TITLE OPINION WAS PERFORMED BY NOR PROVIDED TO THIS FIRM FOR THE SUBJECT PROPERTY. THE OPINION OF THE LOCATION AND EXTENT OF THE PROPERTY REPRESENTED BY THIS SURVEY DOES NOT IMPLY OR GUARANTEE TITLE TO ANY PERSONS OR PARTIES. THERE MAY BE ADDITIONAL EASEMENTS OR OTHER INSTRUMENTS THAT WOULD BE DISCOVERED IN A TITLE INVESTIGATION, NOT SHOWN ON THIS PLAT WHICH COULD EFFECT THE BOUNDARIES OR INTERIORS OF THE SUBJECT PROPERTY.
2. BOUNDARY LINES WERE TAKEN FROM DEEDS, TAX RECORDS, ETC. AS SHOWN IN THE REFERENCE MATERIAL BELOW AND MONUMENTS AND/OR IRON RODS FOUND.
3. THIS SURVEY IS SUBJECT TO ALL APPLICABLE GOVERNMENTAL REGULATIONS, BUILDING OR OTHER RESTRICTIONS, LEGAL RESTRICTIONS OF ANY NATURE AND FURTHER SUBJECT TO ANY AND ALL EASEMENTS, RESTRICTIVE COVENANTS AND RIGHTS OF WAY OF RECORD.
4. THIS IS A CLASS "B" SURVEY AS OUTLINED IN CLASSIFICATION OF SURVEYS.



AREA TABULATION

TOTAL GROSS AREA: 10.5 ACRES
REQUIRED AREA: 3,676.5 SQ.FT.
REMAINING AREA: 10.40 ACRES

REFERENCE MATERIAL

HARRISON COUNTY GIS WEBSITE
PLAT OF MAGNOLIA HIGHWAY S/D
DEED INSTRUMENT 2015-006027-D-J1

PROPERTY NOW OR FORMERLY
PHILLIPS BUILDING SUPPLY OF
GULFPORT, INC.
9185 HIGHWAY 49
GULFPORT, MS 39505

LEGAL DESCRIPTION: FEE SIMPLE ACQUISITION

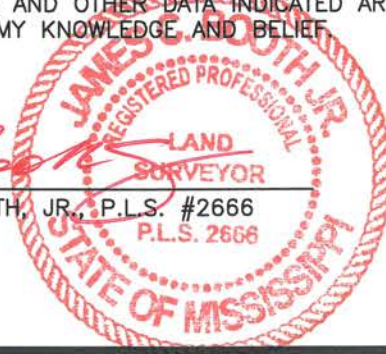
A PARCEL OF LAND SITUATED AND BEING LOCATED IN A PART OF LOTS 28 THRU 33, INCLUSIVE, BLOCK 5, MAGNOLIA HIGHWAY SUBDIVISION, CITY OF GULFPORT, FIRST JUDICIAL DISTRICT OF HARRISON COUNTY, MISSISSIPPI, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO WIT:

BEGINNING AT A 1/2" REBAR FOUND AT THE NORTHEAST CORNER OF SAID LOT 28, MAGNOLIA HIGHWAY SUBDIVISION; THENCE S 00°34'31" E 15.29 FEET TO A CAPPED 1/2" REBAR SET; THENCE N 89°05'59" W 245.35 FEET TO A CAPPED 1/2" REBAR SET ON THE WEST LINE OF SAID BLOCK 5; THENCE NORTH 14.69 FEET TO A CAPPED 1/2" REBAR SET AT THE NORTHWEST CORNER OF SAID BLOCK 5, MAGNOLIA HIGHWAY SUBDIVISION; THENCE S 89°14'18" E 245.19 FEET TO THE POINT OF BEGINNING. SAID PARCEL OF LAND CONTAINS 3,676.5 SQUARE FEET, MORE OR LESS, AND IS SUBJECT TO A BELLSOUTH EASEMENT IN THE NORTHWEST CORNER OF SAID BLOCK 5 AS SHOWN HEREON.

SURVEYOR CERTIFICATION

THIS IS TO CERTIFY THAT I HAVE SURVEYED THE PROPERTY HEREON DESCRIBED AND DELINEATED, AND THAT THE MEASUREMENTS AND OTHER DATA INDICATED ARE CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

JAMES C. BOOTH, JR., P.L.S. #2666
MAY 9, 2022



PREPARED BY:

MACHADO | PATANO

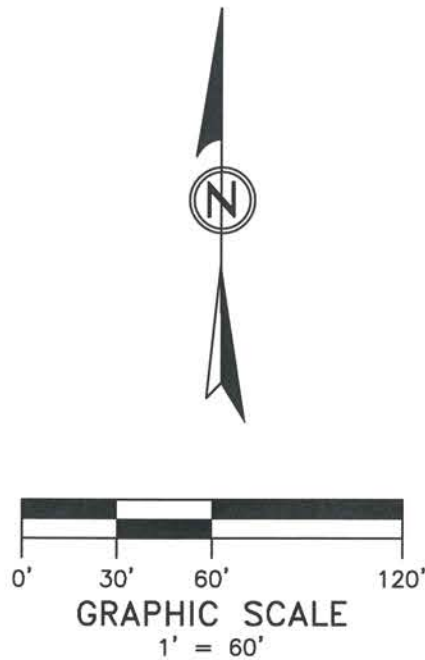
CIVIL
ELECTRICAL
MECHANICAL
SURVEYING

918 Howard Ave., Suite F
Biloxi, Mississippi 39530
O: 228.388.1950 | F: 228.388.1971
www.mpeng.us

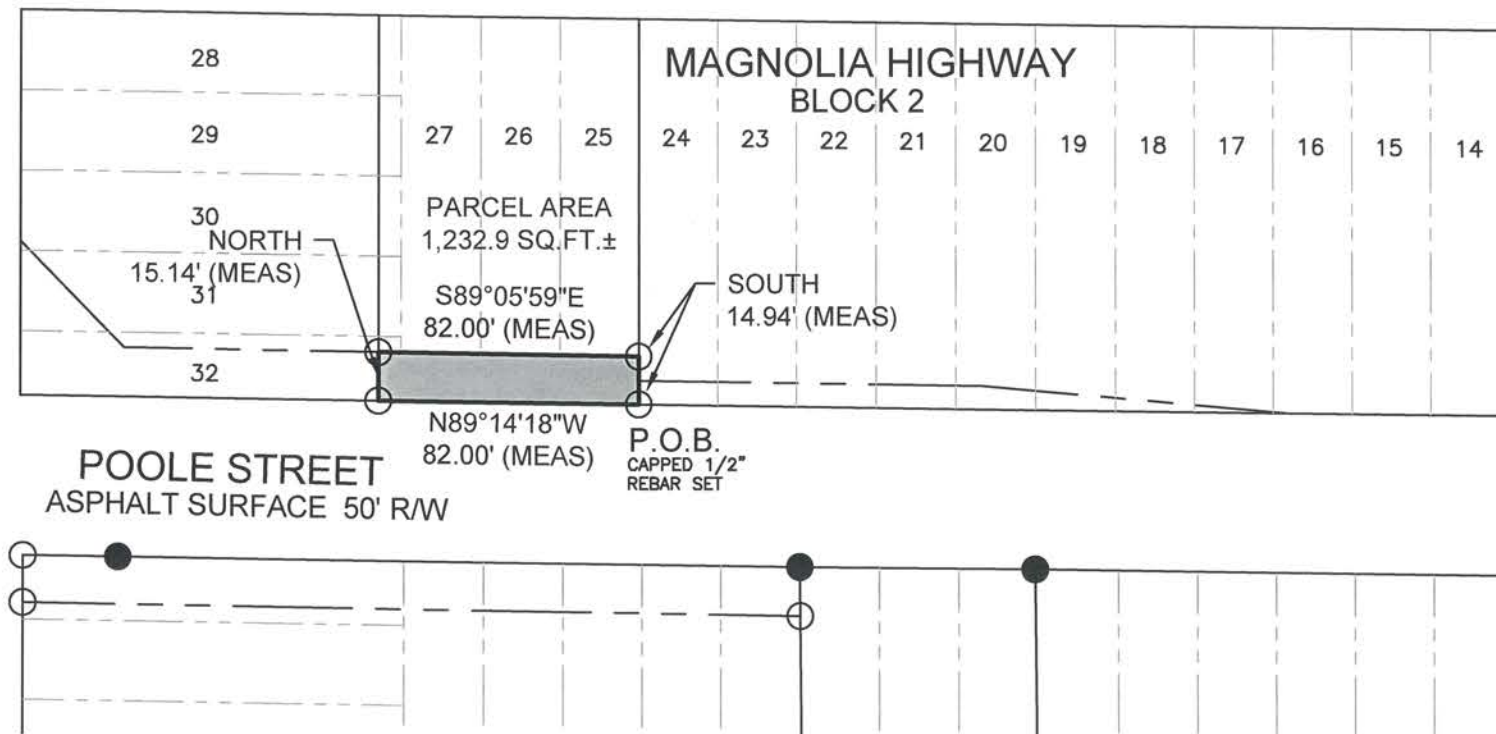
BOUNDARY SURVEY

A PARCEL OF LAND SITUATED IN A
PART OF LOTS 28 THRU 33, BLOCK 5,
MAGNOLIA HIGHWAY SUBDIVISION

SCALE: SHOWN
PROJECT NO: 0273.20.001
DATE: 05/09/2022
DRAWN BY: JCB
CHECKED BY: GCT
SHEET NO.:
SA-01
SHEET 1 OF 1



OLD HIGHWAY 49



PROPERTY NOW OR FORMERLY
DND TOWING STORAGE, INC.
19496 BELL LANE
SAUCIER, MS 39574

LEGAL DESCRIPTION: FEE SIMPLE ACQUISITION

A PARCEL OF LAND SITUATED AND BEING LOCATED IN A PART OF LOTS 25 THRU 27, INCLUSIVE, AND A PART OF LOT 32, BLOCK 2, MAGNOLIA HIGHWAY SUBDIVISION, CITY OF GULFPORT, FIRST JUDICIAL DISTRICT OF HARRISON COUNTY, MISSISSIPPI, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO WIT:

BEGINNING AT A 1/2" REBAR SET AT THE SOUTHEAST CORNER OF SAID LOT 25, MAGNOLIA HIGHWAY SUBDIVISION; THENCE N 89°14'18" W 82.00 FEET TO A CAPPED 1/2" REBAR SET; THENCE NORTH 15.14 FEET TO A CAPPED 1/2" REBAR SET; THENCE S 89°05'09" E 82.00 FEET TO A CAPPED 1/2" REBAR SET ON THE EAST LINE OF SAID LOT 25; THENCE SOUTH 14.94 FEET TO THE POINT OF BEGINNING. SAID PARCEL OF LAND CONTAINS 1,232.9 SQUARE FEET, MORE OR LESS.

BEARING NOTE

BEARINGS SHOWN ON THE FACE OF THIS SURVEY ARE GEODETIC BEARINGS BASED UPON GPS OBSERVATION USING EARL DUDLEY VRS RTK INET GPS NETWORK.

LEGEND

- IRF DENOTES IRON ROD FOUND
● IPF DENOTES IRON PIPE FOUND
○ IRS DENOTES CAPPED 1/2" IRON ROD SET (COA S245)
☒ CMF DENOTES CONCRETE MONUMENT FOUND
(MEAS) DENOTES MEASURED THIS SURVEY
(DEED) DENOTES PER RECORDED DEED

AREA TABULATION

TOTAL GROSS AREA: 9,840 SQ.FT.
REQUIRED AREA: 1,232.9 SQ.FT.
REMAINING AREA: 8,607 SQ.FT.

REFERENCE MATERIAL

HARRISON COUNTY GIS WEBSITE
PLAT OF MAGNOLIA HIGHWAY S/D
DEED INSTRUMENT 2006-009971-D-J1

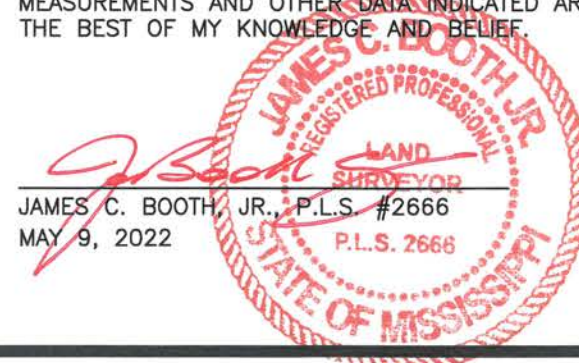
NOTES

- NO TITLE SEARCH, ABSTRACT OR TITLE OPINION WAS PERFORMED BY NOR PROVIDED TO THIS FIRM FOR THE SUBJECT PROPERTY. THE OPINION OF THE LOCATION AND EXTENT OF THE PROPERTY REPRESENTED BY THIS SURVEY DOES NOT IMPLY OR GUARANTEE TITLE TO ANY PERSONS OR PARTIES. THERE MAY BE ADDITIONAL EASEMENTS OR OTHER INSTRUMENTS THAT WOULD BE DISCOVERED IN A TITLE INVESTIGATION, NOT SHOWN ON THIS PLAT WHICH COULD EFFECT THE BOUNDARIES OR INTERIORS OF THE SUBJECT PROPERTY.
- BOUNDARY LINES WERE TAKEN FROM DEEDS, TAX RECORDS, ETC. AS SHOWN IN THE REFERENCE MATERIAL BELOW AND MONUMENTS AND/OR IRON RODS FOUND.
- THIS SURVEY IS SUBJECT TO ALL APPLICABLE GOVERNMENTAL REGULATIONS, BUILDING OR OTHER RESTRICTIONS, LEGAL RESTRICTIONS OF ANY NATURE AND FURTHER SUBJECT TO ANY AND ALL EASEMENTS, RESTRICTIVE COVENANTS AND RIGHTS OF WAY OF RECORD.
- THIS IS A CLASS "B" SURVEY AS OUTLINED IN CLASSIFICATION OF SURVEYS.

SURVEYOR CERTIFICATION

THIS IS TO CERTIFY THAT I HAVE SURVEYED THE PROPERTY HEREON DESCRIBED AND DELINEATED, AND THAT THE MEASUREMENTS AND OTHER DATA INDICATED ARE CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

JAMES C. BOOTH, JR., P.L.S. #2666
MAY 9, 2022



PREPARED BY:

MACHADO | PATANO

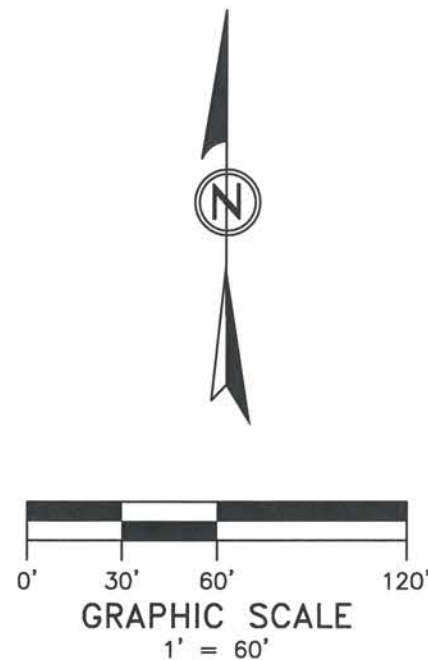
CIVIL
ELECTRICAL
MECHANICAL
SURVEYING

918 Howard Ave., Suite F
Biloxi, Mississippi 39530
O: 228.388.1950 | F: 228.388.1971
www.mpeng.us

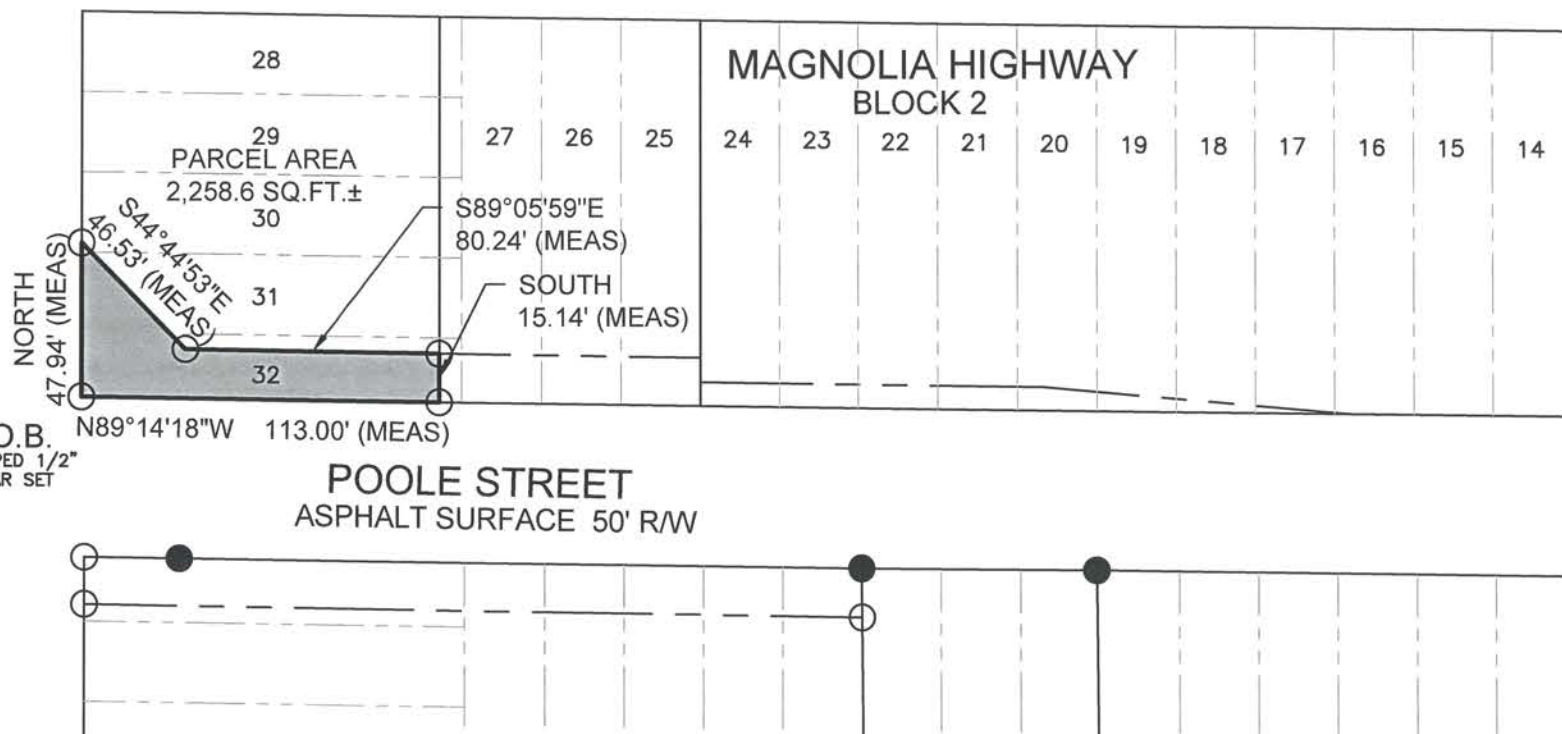
BOUNDARY SURVEY

A PARCEL OF LAND SITUATED IN A
PART OF LOTS 25 THRU 27 & 32, BLOCK 2,
MAGNOLIA HIGHWAY SUBDIVISION

SCALE: SHOWN
PROJECT NO: 0273.20.001
DATE: 05/09/2022
DRAWN BY: JCB
CHECKED BY: GCT
SHEET NO.:
SA-01
SHEET 1 OF 1



OLD HIGHWAY 49



PROPERTY NOW OR FORMERLY
DND TOWING STORAGE, INC.
19496 BELL LANE
SAUCIER, MS 39574

LEGAL DESCRIPTION: FEE SIMPLE ACQUISITION

A PARCEL OF LAND SITUATED AND BEING LOCATED IN A PART OF LOTS 30 THRU 32, INCLUSIVE, BLOCK 2, MAGNOLIA HIGHWAY SUBDIVISION, CITY OF GULFPORT, FIRST JUDICIAL DISTRICT OF HARRISON COUNTY, MISSISSIPPI, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO WIT:

BEGINNING AT A 1/2" REBAR SET AT THE SOUTHWEST CORNER OF SAID LOT 32, MAGNOLIA HIGHWAY SUBDIVISION; THENCE NORTH 47.94 FEET TO A CAPPED 1/2" REBAR SET; THENCE S 44°44'53" E 46.53 FEET TO A CAPPED 1/2" REBAR SET; THENCE S 89°05'59" E 80.24 FEET TO A CAPPED 1/2" REBAR SET; THENCE SOUTH 15.14 FEET A CAPPED 1/2" REBAR SET ON THE SOUTH LINE OF SAID LOT 32; THENCE N 89°14'18" W 113.00 FEET TO THE POINT OF BEGINNING. SAID PARCEL OF LAND CONTAINS 2,258.6 SQUARE FEET, MORE OR LESS.

BEARING NOTE

BEARINGS SHOWN ON THE FACE OF THIS SURVEY ARE GEODETIC BEARINGS BASED UPON GPS OBSERVATION USING EARL DUDLEY VRS RTK INET GPS NETWORK.

LEGEND

- IRF DENOTES IRON ROD FOUND
● IPF DENOTES IRON PIPE FOUND
○ IRS DENOTES CAPPED 1/2" IRON ROD SET (COA S245)
☒ CMF DENOTES CONCRETE MONUMENT FOUND
(MEAS) DENOTES MEASURED THIS SURVEY
(DEED) DENOTES PER RECORDED DEED

AREA TABULATION

TOTAL GROSS AREA: 13,560 SQ.FT.
REQUIRED AREA: 2,258.6 SQ.FT.
REMAINING AREA: 11,301.4 SQ.FT.

REFERENCE MATERIAL

HARRISON COUNTY GIS WEBSITE
PLAT OF MAGNOLIA HIGHWAY S/D
DEED INSTRUMENT 2006-009971-D-J1
DEED INSTRUMENT 2006-010045-D-J1

NOTES

1. NO TITLE SEARCH, ABSTRACT OR TITLE OPINION WAS PERFORMED BY NOR PROVIDED TO THIS FIRM FOR THE SUBJECT PROPERTY. THE OPINION OF THE LOCATION AND EXTENT OF THE PROPERTY REPRESENTED BY THIS SURVEY DOES NOT IMPLY OR GUARANTEE TITLE TO ANY PERSONS OR PARTIES. THERE MAY BE ADDITIONAL EASEMENTS OR OTHER INSTRUMENTS THAT WOULD BE DISCOVERED IN A TITLE INVESTIGATION, NOT SHOWN ON THIS PLAT WHICH COULD EFFECT THE BOUNDARIES OR INTERIORS OF THE SUBJECT PROPERTY.
2. BOUNDARY LINES WERE TAKEN FROM DEEDS, TAX RECORDS, ETC. AS SHOWN IN THE REFERENCE MATERIAL BELOW AND MONUMENTS AND/OR IRON RODS FOUND.
3. THIS SURVEY IS SUBJECT TO ALL APPLICABLE GOVERNMENTAL REGULATIONS, BUILDING OR OTHER RESTRICTIONS, LEGAL RESTRICTIONS OF ANY NATURE AND FURTHER SUBJECT TO ANY AND ALL EASEMENTS, RESTRICTIVE COVENANTS AND RIGHTS OF WAY OF RECORD.
4. THIS IS A CLASS "B" SURVEY AS OUTLINED IN CLASSIFICATION OF SURVEYS.

SURVEYOR CERTIFICATION

THIS IS TO CERTIFY THAT I HAVE SURVEYED THE PROPERTY HEREON DESCRIBED AND DELINEATED, AND THAT THE MEASUREMENTS AND OTHER DATA INDICATED ARE CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

JAMES C. BOOTH, JR., P.L.S. #2666
MAY 9, 2022



PREPARED BY:

MACHADO | PATANO

CIVIL
ELECTRICAL
MECHANICAL
SURVEYING

918 Howard Ave., Suite F
Biloxi, Mississippi 39530
O: 228.388.1950 | F: 228.388.1971
www.mpeng.us

BOUNDARY SURVEY

A PARCEL OF LAND SITUATED IN A
PART OF LOTS 30 THRU 32, BLOCK 2,
MAGNOLIA HIGHWAY SUBDIVISION

SCALE: SHOWN
PROJECT NO: 0273.20.001
DATE: 05/09/2022
DRAWN BY: JCB
CHECKED BY: GCT
SHEET NO.:
SA-01
SHEET 1 OF 1

There came on for consideration at a duly constituted meeting of the Mayor and Members of the City Council of the City of Gulfport, Mississippi, held on the ____ day of _____, 2023, the following Resolution:

A RESOLUTION BY THE GULFPORT CITY COUNCIL TO AUTHORIZE NEGOTIATIONS TO ACQUIRE REAL PROPERTY AND RELATED INTERESTS AND TO DO ANY ACTS NECESSARY AND LEGAL, INCLUDING PROSECUTION IN SPECIAL COURT OF EMINENT DOMAIN, TO OBTAIN TITLE FOR THE CITY UNDER MISS. CODE ANN. SEC. 11-27-81, ET SEQ., AND, IF NECESSARY, TO EXPEDITE THE “INTERCONNECTING GULFPORT PROJECT”, TO AUTHORIZE SPECIAL CHECKS TO ACQUIRE THE PROPERTY INTERESTS STATED HEREIN, AND FOR RELATED PURPOSES

WHEREAS, the City of Gulfport intends to undertake the Interconnecting Gulfport Project, a project designed to extend Airport Road and provide an overpass over Interstate 10 (hereinafter, “Project”); and

WHEREAS, in order to complete the Project, including drainage improvements associated therewith, the City must acquire real property from Brent J. Babin; and

WHEREAS, pursuant to authority of the Governing Authority, the City has heretofore obtained appraisals to determine the fair market value of compensation and damages (i.e., just compensation) that the City shall pay to each land owner and interested party for the real property and other interests necessitated by this project, and such appraisals were performed by Everette E. Ladner, III, a licensed and certified general real estate appraiser in Gulfport; and

WHEREAS, the Mayor and City Council (“Governing Authority”) of the City of Gulfport find that authority should be granted to legal counsel to negotiate acquisition of the real property at the appraised fair market value, and to commence suit for eminent domain where negotiations are not successful, and to assert the special provisions of state law for immediate entry, possession and title, and for special checks to issue as necessary to acquire the property interest, and to file suit for eminent domain and to obtain immediate entry and title under the quick-take provisions of Miss. Code Ann. §11-27-81, et seq. if necessary to meet project requirements and funding deadlines and to notify each land owner or interested party that the City shall offer the appraised fair market value for the real property

acquisition, but the owner may elect to offer the property to the City for less than fair market value; and to pay the Court appointed independent appraisers such sums not to exceed \$1,000.00, as required by the Special Court of Eminent Domain, and for special checks to pay City's appraisers, and any process fees or court costs required to expedite prosecution of these cases; and

WHEREAS, the City of Gulfport will suffer irreparable harm and delay by exercising the right to condemn the subject property through eminent domain proceedings under authority of Miss. Code Ann. §11-27-1 through §11-27-51, as its sole remedy for relief, and therefore for public convenience and necessity, including relieving traffic congestion in areas near and around the Project land area located in, the City of Gulfport is entitled and should be hereby authorized to assert immediate right of possession under the authority of Miss. Code Ann. §11-27-1 through §11-27-51, as amended.

NOW THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF GULFPORT, MISSISSIPPI, AS FOLLOWS:

SECTION 1. That the matters, facts, and things recited in the Preamble hereto are hereby adopted as the official findings of the Governing Authority.

SECTION 2. That the City Attorney's Office be, and is hereby authorized to negotiate for acquisition of the real property, and to offer on behalf of the City of Gulfport to pay just compensation, in the amount of the appraised fair market value, according to the City's retained appraisers or negotiated sums to the owners and interested parties, as follows:

Tax Parcel Number: 0809L-02-005.000

Ownership: BRENT J. BABIN, or record title holder, their successors, assigns, and any other interested parties, as their interests may appear, the total sum for acquisition of real property according to survey and description attached hereto as "Exhibit A" at the appraised value of \$301.00.

SECTION 3. That fair market value, as established by appraisal and review appraisal shall be offered to the property owner, however the owner may agree to the property purchase for less than fair market value. That if successful in negotiating this acquisition at the appraised value or negotiated sum, then "special checks" are hereby authorized to be issued to the property owners and any other interested parties established by legal counsel according to said appraised value or negotiated sum.

SECTION 4. That the Interconnecting Gulfport Project is hereby declared to be for a public purpose and the private property interests hereinabove described are hereby found and declared to be necessary for public use (i.e., a public necessity), and it is necessary to acquire the property/ies expeditiously, as a result of which the aforesaid legal counsel is hereby authorized and directed to proceed to file and prosecute eminent domain proceedings pursuant to Miss. Code Ann. §11-27-1 through §11-27-91, against the individuals, corporations, partnerships, and any and all other persons or parties having or claiming title or interest in the property hereinabove set forth.

SECTION 5. Further, it is hereby declared that the City of Gulfport, the property owners and the general public shall suffer irreparable harm and delay by exercising the right to condemn the subject property interests pursuant exclusively to the provisions of Miss. Code Ann. §11-27-1 through §11-27-51 as a result of which the City of Gulfport finds and resolves that the City should exercise its rights of immediate title, entry and possession as authorized by Miss. Code Ann. §11-27-81 through §11-27-91, and in such case the City of Gulfport shall be and hereby is authorized to issue “special checks” to the Court Clerk for prepaid deposits and any amounts which may be required to be deposited in accordance with the procedure and provisions set forth in Miss. Code Ann. Section 11-27-85 and to pay the Court appointed independent appraiser as may be ordered by the Court, and for the Court appointed appraiser’s fees not to exceed \$1,000.00, unless otherwise ordered by the Court, as allowed in Miss. Code Ann. Section 11-27-89.

SECTION 6. That the Governing Authority hereby ratifies and approves any and all actions previously taken by the City Attorney’s Office with respect to negotiations with the Owner herein identified.

SECTION 7. This Resolution shall take full force and effect immediately upon its passage and enactment according to law and shall be spread upon the minutes of the Gulfport City Council.

The above and foregoing Resolution, after having been first reduced to writing and read by the Clerk, was introduced by _____, seconded by _____, and was adopted by the following roll call vote:

AYES

NAYS

ABSENT

WHEREUPON, the President declared the motion carried and the Resolution adopted this the _____ day of _____, 2023.

(SEAL)

ATTEST:

ADOPTED:

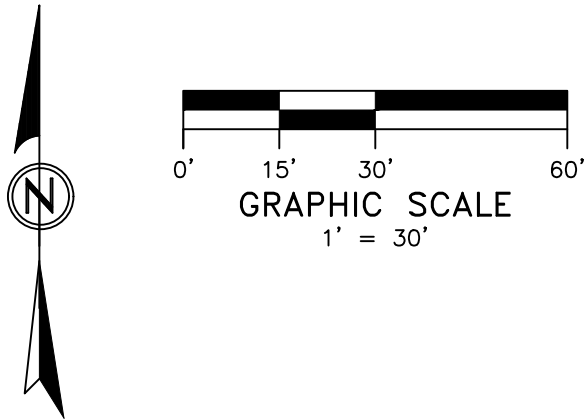
CLERK OF THE COUNCIL

PRESIDENT

The above and foregoing Resolution was submitted to and approved by the Mayor, this the _____ day of _____, 2023.

APPROVED:

MAYOR



BEARING NOTE

BEARINGS SHOWN ON THE FACE OF THIS SURVEY ARE GEODETIC BEARINGS BASED UPON GPS OBSERVATION USING EARL DUDLEY VRS RTK INET GPS NETWORK.

REFERENCE MATERIAL

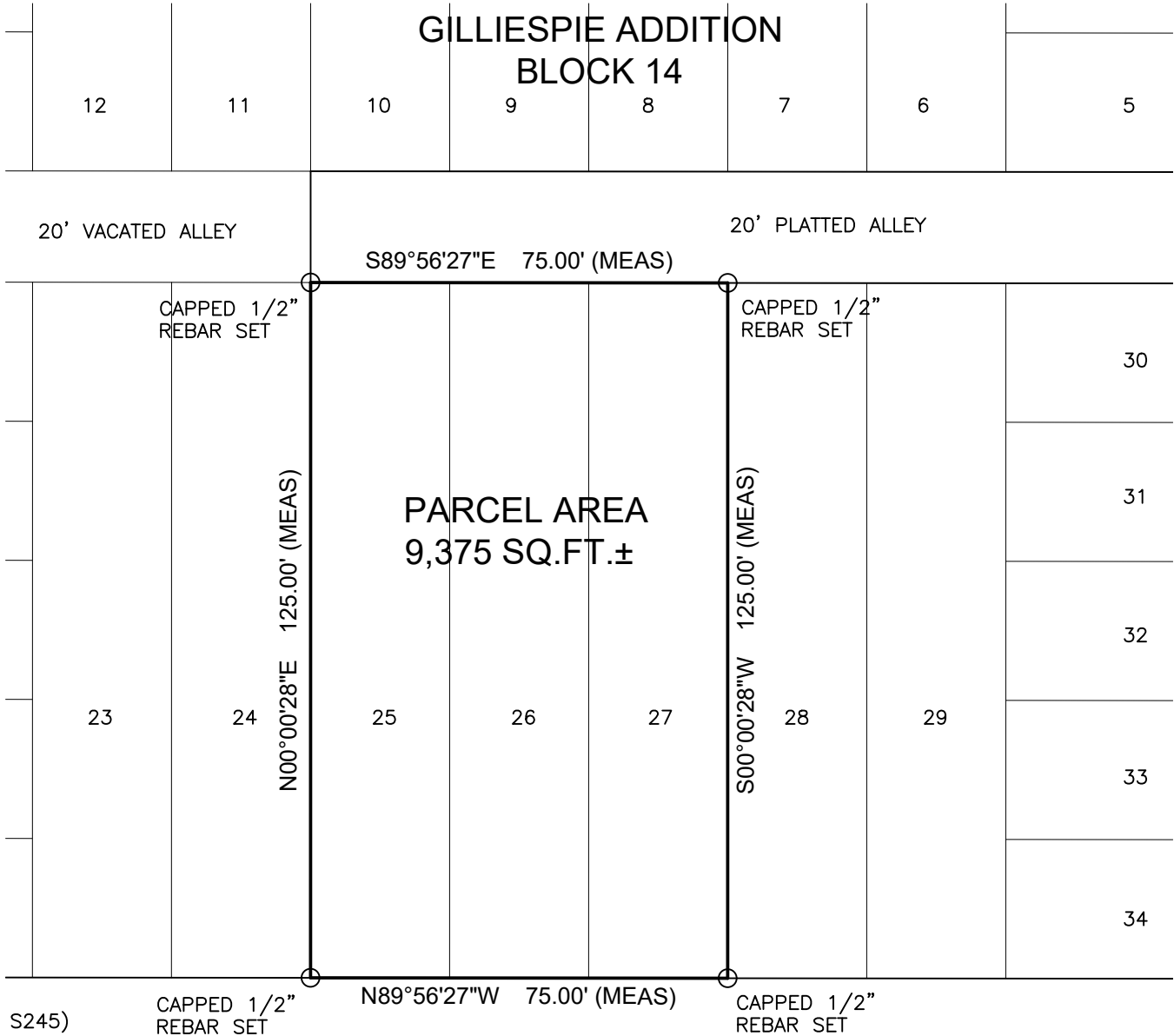
HARRISON COUNTY GIS WEBSITE
PLAT OF RESUBDIVISION OF GILLESPIE ADDITION S/D
DEED INSTRUMENT 2015-008453-D-J1

LEGEND

- IRF DENOTES IRON ROD FOUND
- IPF DENOTES IRON PIPE FOUND
- IRS DENOTES CAPPED 1/2" IRON ROD SET (COA S245)
- ☒ CMF DENOTES CONCRETE MONUMENT FOUND
- (MEAS) DENOTES MEASURED THIS SURVEY
- (DEED) DENOTES PER RECORDED DEED

NOTES

- NO TITLE SEARCH, ABSTRACT OR TITLE OPINION WAS PERFORMED BY NOR PROVIDED TO THIS FIRM FOR THE SUBJECT PROPERTY. THE OPINION OF THE LOCATION AND EXTENT OF THE PROPERTY REPRESENTED BY THIS SURVEY DOES NOT IMPLY OR GUARANTEE TITLE TO ANY PERSONS OR PARTIES. THERE MAY BE ADDITIONAL EASEMENTS OR OTHER INSTRUMENTS THAT WOULD BE DISCOVERED IN A TITLE INVESTIGATION, NOT SHOWN ON THIS PLAT WHICH COULD EFFECT THE BOUNDARIES OR INTERIORS OF THE SUBJECT PROPERTY.
- BOUNDARY LINES WERE TAKEN FROM DEEDS, TAX RECORDS, ETC. AS SHOWN IN THE REFERENCE MATERIAL BELOW AND MONUMENTS AND/OR IRON RODS FOUND.
- THIS SURVEY IS SUBJECT TO ALL APPLICABLE GOVERNMENTAL REGULATIONS, BUILDING OR OTHER RESTRICTIONS, LEGAL RESTRICTIONS OF ANY NATURE AND FURTHER SUBJECT TO ANY AND ALL EASEMENTS, RESTRICTIVE COVENANTS AND RIGHTS OF WAY OF RECORD.
- THIS IS A CLASS "B" SURVEY AS OUTLINED IN CLASSIFICATION OF SURVEYS.



6TH STREET (50' R/W)

PROPERTY NOW OR FORMERLY
BRENT J. BABIN
617 CARMADELLE STREET
MARRERO, LA 70072

LEGAL DESCRIPTION: FEE SIMPLE ACQUISITION

LOTS 25 THRU 27, INCLUSIVE, BLOCK 14, GILLIESPIE ADDITION
SUBDIVISION, CITY OF GULFPORT, FIRST JUDICIAL DISTRICT OF
HARRISON COUNTY, MISSISSIPPI.

AREA TABULATION

TOTAL GROSS AREA: 9,375 SQ.FT.
REQUIRED AREA: 9,375 SQ.FT.
REMAINING AREA: 0 SQ.FT.

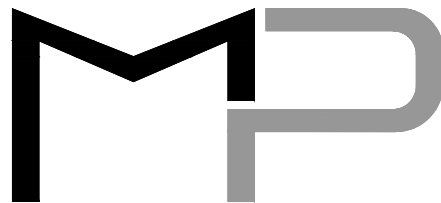
SURVEYOR CERTIFICATION

THIS IS TO CERTIFY THAT I HAVE SURVEYED THE PROPERTY
HEREON DESCRIBED AND DELINEATED, AND THAT THE
MEASUREMENTS AND OTHER DATA INDICATED ARE CORRECT TO
THE BEST OF MY KNOWLEDGE AND BELIEF.

JAMES C. BOOTH, JR., P.L.S. #2666
AUGUST 26, 2022



PREPARED BY:



CIVIL
ELECTRICAL
MECHANICAL
SURVEYING

918 Howard Ave., Suite F
Biloxi, Mississippi 39530

O: 228.388.1950 | F: 228.388.1971

www.mpeng.us

BOUNDARY SURVEY
A PARCEL OF LAND SITUATED IN THE
RESUBDIVISION OF GILLISPIE ADD.,
CITY OF GULFPORT, FIRST JUDICIAL
DISTRICT OF HARRISON COUNTY,
MISSISSIPPI

SCALE:	SHOWN
PROJECT NO:	0273.20.001
DATE:	08/26/2022
DRAWN BY:	JCB
CHECKED BY:	GCT
SHEET NO.:	SA-01
SHEET	1 OF 2

There came on for consideration at a duly constituted meeting of the Mayor and Members of the City Council of the City of Gulfport, Mississippi, held on the ____ day of _____, 2023, the following Resolution:

**A RESOLUTION BY THE GULFPORT CITY COUNCIL TO AUTHORIZE
NEGOTIATIONS TO ACQUIRE REAL PROPERTY AND RELATED INTERESTS AND
TO DO ANY ACTS NECESSARY AND LEGAL, INCLUDING PROSECUTION IN
SPECIAL COURT OF EMINENT DOMAIN, TO OBTAIN TITLE FOR THE CITY
UNDER MISS. CODE ANN. SEC. 11-27-81, ET SEQ., AND, IF NECESSARY, TO
EXPEDITE THE “INTERCONNECTING GULFPORT PROJECT”, TO AUTHORIZE
SPECIAL CHECKS TO ACQUIRE THE PROPERTY INTERESTS STATED HEREIN,
AND FOR RELATED PURPOSES**

WHEREAS, the City of Gulfport intends to undertake the Interconnecting Gulfport Project, a project designed to extend Airport Road and provide an overpass over Interstate 10 (hereinafter, “Project”); and

WHEREAS, in order to complete the Project, including drainage improvements associated therewith, the City must acquire real property from the Land Trust for the Mississippi Coastal Plain; and

WHEREAS, pursuant to authority of the Governing Authority, the City has heretofore obtained appraisals to determine the fair market value of compensation and damages (i.e., just compensation) that the City shall pay to each land owner and interested party for the real property and other interests necessitated by this project, and such appraisals were performed by Everette E. Ladner, III, a licensed and certified general real estate appraiser in Gulfport; and

WHEREAS, the Mayor and City Council (“Governing Authority”) of the City of Gulfport find that authority should be granted to legal counsel to negotiate acquisition of the real property at the appraised fair market value, and to commence suit for eminent domain where negotiations are not successful, and to assert the special provisions of state law for immediate entry, possession and title, and for special checks to issue as necessary to acquire the property interest, and to file suit for eminent domain and to obtain immediate entry and title under the quick-take provisions of Miss. Code Ann. §11-27-81, et seq. if necessary to meet project requirements and funding deadlines and to notify each land owner or interested party that the City shall offer the appraised fair market value for the real property

acquisition, but the owner may elect to offer the property to the City for less than fair market value; and to pay the Court appointed independent appraisers such sums not to exceed \$1,000.00, as required by the Special Court of Eminent Domain, and for special checks to pay City's appraisers, and any process fees or court costs required to expedite prosecution of these cases; and

WHEREAS, the City of Gulfport will suffer irreparable harm and delay by exercising the right to condemn the subject property through eminent domain proceedings under authority of Miss. Code Ann. §11-27-1 through §11-27-51, as its sole remedy for relief, and therefore for public convenience and necessity, including relieving traffic congestion in areas near and around the Project land area located in, the City of Gulfport is entitled and should be hereby authorized to assert immediate right of possession under the authority of Miss. Code Ann. §11-27-1 through §11-27-51, as amended.

NOW THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF GULFPORT, MISSISSIPPI, AS FOLLOWS:

SECTION 1. That the matters, facts, and things recited in the Preamble hereto are hereby adopted as the official findings of the Governing Authority.

SECTION 2. That the City Attorney's Office be, and is hereby authorized to negotiate for acquisition of the real property, and to offer on behalf of the City of Gulfport to pay just compensation, in the amount of the appraised fair market value, according to the City's retained appraisers or negotiated sums to the owners and interested parties, as follows:

Tax Parcel Numbers: 0809L-02-009.000, 0809L-02-010.000, 0809L-02-022.000, 0809L-02-019.000, 0809L-02-014.000, 0809L-02-013.000, 0809L-02-012.001, 0809L-02-012.000, 0809L-02-014.001, 0809L-02-008.000, 0809L-02-023.000, 0809L-02-023.001, 0809L-02-018.000, 0809L-02-015.000, 0809L-02-007.000, 0809L-02-024.000, 0809L-02-017.000, 0809L-02-016.000, 0809L-02-006.000, 0809L-02-001.000, 0809L-02-004.000, 0809L-02-003.000, 0809L-02-002.000 and any other tax parcels included in the property described in Exhibit "A" hereto

Ownership: LAND TRUST FOR THE MISSISSIPPI COASTAL PLAIN, or record title holder, their successors, assigns, and any other interested parties, as their interests may appear, the total sum for acquisition of real property according to survey and description attached hereto as "Exhibit "A" at the appraised value of \$42,570.00.

SECTION 3. That fair market value, as established by appraisal and review appraisal shall be offered to the property owner, however the owner may agree to the property purchase for less than fair market value. That if successful in negotiating this acquisition at the appraised value or negotiated sum, then “special checks” are hereby authorized to be issued to the property owners and any other interested parties established by legal counsel according to said appraised value or negotiated sum.

SECTION 4. That the Interconnecting Gulfport Project is hereby declared to be for a public purpose and the private property interests hereinabove described are hereby found and declared to be necessary for public use (i.e., a public necessity), and it is necessary to acquire the property/ies expeditiously, as a result of which the aforesaid legal counsel is hereby authorized and directed to proceed to file and prosecute eminent domain proceedings pursuant to Miss. Code Ann. §11-27-1 through §11-27-91, against the individuals, corporations, partnerships, and any and all other persons or parties having or claiming title or interest in the property hereinabove set forth.

SECTION 5. Further, it is hereby declared that the City of Gulfport, the property owners and the general public shall suffer irreparable harm and delay by exercising the right to condemn the subject property interests pursuant exclusively to the provisions of Miss. Code Ann. §11-27-1 through §11-27-51 as a result of which the City of Gulfport finds and resolves that the City should exercise its rights of immediate title, entry and possession as authorized by Miss. Code Ann. §11-27-81 through §11-27-91, and in such case the City of Gulfport shall be and hereby is authorized to issue “special checks” to the Court Clerk for prepaid deposits and any amounts which may be required to be deposited in accordance with the procedure and provisions set forth in Miss. Code Ann. Section 11-27-85 and to pay the Court appointed independent appraiser as may be ordered by the Court, and for the Court appointed appraiser’s fees not to exceed \$1,000.00, unless otherwise ordered by the Court, as allowed in Miss. Code Ann. Section 11-27-89.

SECTION 6. That the Governing Authority hereby ratifies and approves any and all actions previously taken by the City Attorney's Office with respect to negotiations with the Owner herein identified.

SECTION 7. This Resolution shall take full force and effect immediately upon its passage and enactment according to law and shall be spread upon the minutes of the Gulfport City Council.

The above and foregoing Resolution, after having been first reduced to writing and read by the Clerk, was introduced by _____, seconded by _____, and was adopted by the following roll call vote:

AYES

NAYS

ABSENT

WHEREUPON, the President declared the motion carried and the Resolution adopted this the _____ day of _____, 2023.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF THE COUNCIL

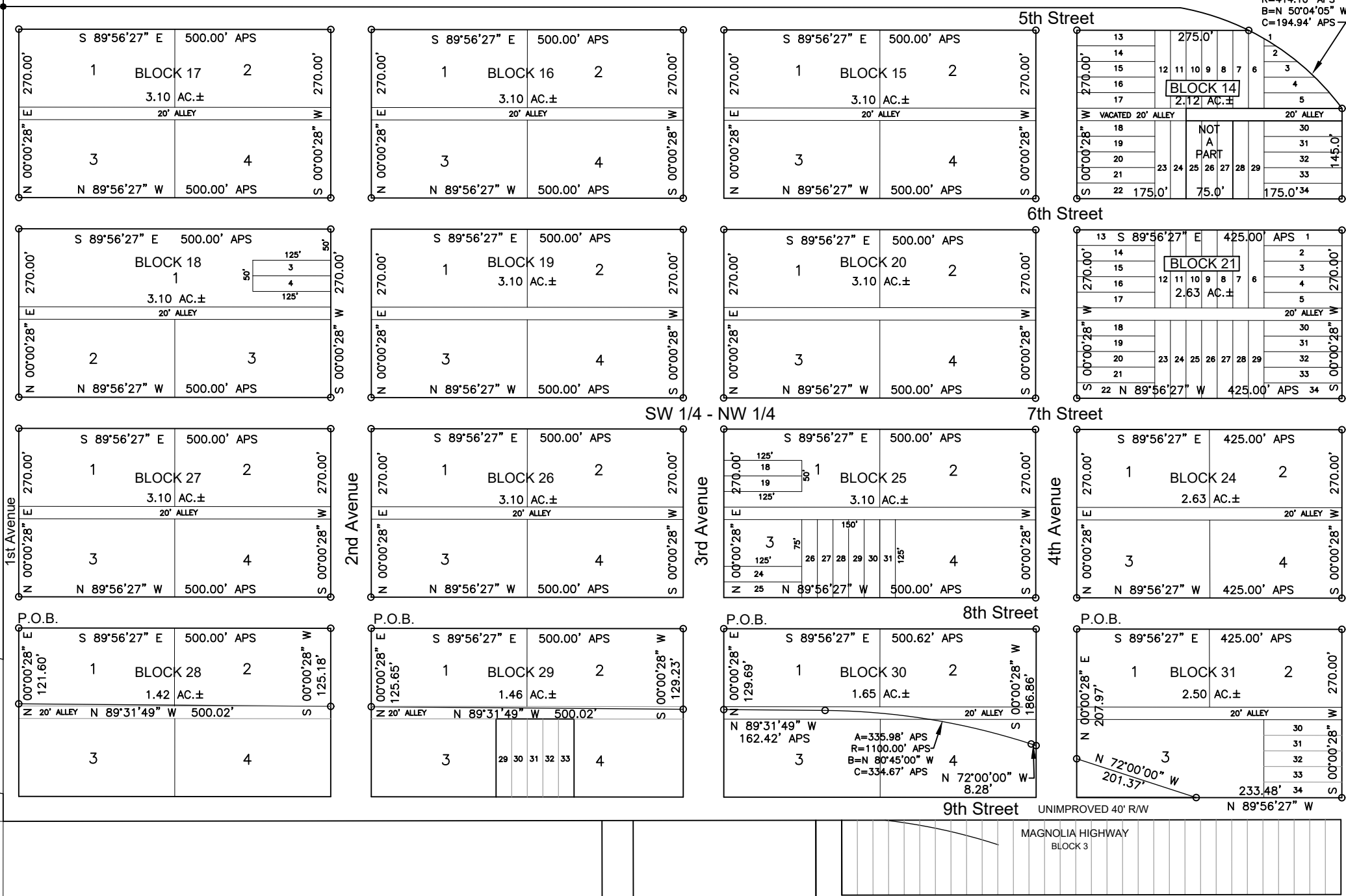
PRESIDENT

The above and foregoing Resolution was submitted to and approved by the Mayor, this
the _____ day of _____, 2023.

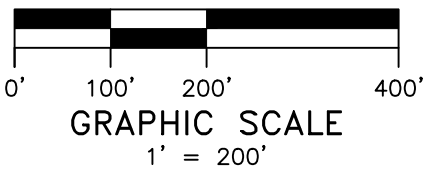
APPROVED:

MAYOR

RESUBDIVISION OF GILLESPIE ADDITION & GILLESPIE'S ADDITION TO THE TOWN OF GULFPORT



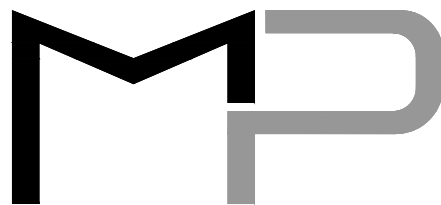
PROPERTY NOW OR FORMERLY
LAND TRUST FOR THE MISS.
COASTAL PLAIN
PO BOX 245
BILOXI, MS 39533



BEARING NOTE

BEARINGS SHOWN ON THE FACE OF THIS
SURVEY ARE GEODETIC BEARINGS BASED
UPON GPS OBSERVATION USING EARL
DUDLEY VRS RTK INET GPS NETWORK.

PREPARED BY:



**CIVIL
ELECTRICAL
MECHANICAL
SURVEYING**

918 Howard Ave., Suite F
Biloxi, Mississippi 39530

O: 228.388.1950 | F: 228.388.1971

www.mpeng.us

BOUNDARY SURVEY
A PARCEL OF LAND SITUATED IN THE
RESUBDIVISION OF GILLESPIE ADD.,
CITY OF GULFPORT, FIRST JUDICIAL
DISTRICT OF HARRISON COUNTY,
MISSISSIPPI

SCALE:	SHOWN
PROJECT NO:	0273.20.001
DATE:	05/04/2023
DRAWN BY:	JCB
CHECKED BY:	GCT
SHEET NO.:	SA-01
SHEET	1 OF 2

LEGAL DESCRIPTION: FEE SIMPLE ACQUISITION

A PARCEL OF LAND SITUATED AND BEING LOCATED IN THE RESUBDIVISION OF GILLESPIE ADDITION SUBDIVISION AND GILLESPIE ADDITION SUBDIVISION, CITY OF GULFPORT, FIRST JUDICIAL DISTRICT OF HARRISON COUNTY, MISSISSIPPI, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO WIT:

A PART OF LOTS 1 THRU 6, INCLUSIVE, BLOCK 14, GILLESPIE ADDITION LOTS 7 THRU 24, INCLUSIVE, BLOCK 14, GILLESPIE ADDITION LOTS 28 THRU 34, INCLUSIVE, BLOCK 14, GILLESPIE ADDITION WEST 175’ OF A VACATED 20 FOOT ALLEY IN BLOCK 14, GILLESPIE ADD.

LOTS 1 THRU 4, INCLUSIVE, AND A 20 FOOT ALLEY, ALL IN BLOCK 15, RESUBDIVISION OF GILLESPIE ADDITION

LOTS 1 THRU 4, INCLUSIVE, AND A 20 FOOT ALLEY, ALL IN BLOCK 16, RESUBDIVISION OF GILLESPIE ADDITION

LOTS 1 THRU 4, INCLUSIVE, AND A 20 FOOT ALLEY, ALL IN BLOCK 17, RESUBDIVISION OF GILLESPIE ADDITION

LOTS 1 THRU 3, INCLUSIVE, AND A 20 FOOT ALLEY, ALL IN BLOCK 18, RESUBDIVISION OF GILLESPIE ADDITION AND ALSO LOTS 3 AND 4, BLOCK 18 OF GILLESPIE’S ADDITION TO THE TOWN OF GULFPORT

LOTS 1 THRU 4, INCLUSIVE, AND A 20 FOOT ALLEY, ALL IN BLOCK 19, RESUBDIVISION OF GILLESPIE ADDITION

LOTS 1 THRU 4, INCLUSIVE, AND A 20 FOOT ALLEY, ALL IN BLOCK 20, RESUBDIVISION OF GILLESPIE ADDITION

LOTS 1 THRU 34, INCLUSIVE, AND A 20 FOOT ALLEY, ALL IN BLOCK 21, GILLESPIE ADDITION

LOTS 1 THRU 4, INCLUSIVE, AND A 20 FOOT ALLEY, ALL IN BLOCK 24, RESUBDIVISION OF GILLESPIE ADDITION

LOTS 1 THRU 4, INCLUSIVE, AND A 20 FOOT ALLEY, ALL IN BLOCK 25, RESUBDIVISION OF GILLESPIE ADDITION AND ALSO LOTS 18 AND 19, LOTS 24 THRU 27 AND LOTS 29 THRU 31, ALL IN BLOCK 25 OF GILLESPIE’S ADDITION TO THE TOWN OF GULFPORT

LOTS 1 THRU 4, INCLUSIVE, AND A 20 FOOT ALLEY, ALL IN BLOCK 26, RESUBDIVISION OF GILLESPIE ADDITION

LOTS 1 THRU 4, INCLUSIVE, AND A 20 FOOT ALLEY, ALL IN BLOCK 27, RESUBDIVISION OF GILLESPIE ADDITION

NOTES

1. NO TITLE SEARCH, ABSTRACT OR TITLE OPINION WAS PERFORMED BY NOR PROVIDED TO THIS FIRM FOR THE SUBJECT PROPERTY. THE OPINION OF THE LOCATION AND EXTENT OF THE PROPERTY REPRESENTED BY THIS SURVEY DOES NOT IMPLY OR GUARANTEE TITLE TO ANY PERSONS OR PARTIES. THERE MAY BE ADDITIONAL EASEMENTS OR OTHER INSTRUMENTS THAT WOULD BE DISCOVERED IN A TITLE INVESTIGATION, NOT SHOWN ON THIS PLAT WHICH COULD EFFECT THE BOUNDARIES OR INTERIORS OF THE SUBJECT PROPERTY.
2. BOUNDARY LINES WERE TAKEN FROM DEEDS, TAX RECORDS, ETC. AS SHOWN IN THE REFERENCE MATERIAL BELOW AND MONUMENTS AND/OR IRON RODS FOUND.
3. THIS SURVEY IS SUBJECT TO ALL APPLICABLE GOVERNMENTAL REGULATIONS, BUILDING OR OTHER RESTRICTIONS, LEGAL RESTRICTIONS OF ANY NATURE AND FURTHER SUBJECT TO ANY AND ALL EASEMENTS, RESTRICTIVE COVENANTS AND RIGHTS OF WAY OF RECORD.
4. THIS IS A CLASS "B" SURVEY AS OUTLINED IN CLASSIFICATION OF SURVEYS.

LEGAL DESCRIPTION: FEE SIMPLE ACQUISITION BLOCK 28

A PARCEL OF LAND SITUATED AND BEING LOCATED IN A PART OF LOTS 1 AND 2, BLOCK 28 OF THE RESUBDIVISION OF GILLESPIE ADDITION SUBDIVISION AND GILLESPIE ADDITION SUBDIVISION, CITY OF GULFPORT, FIRST JUDICIAL DISTRICT OF HARRISON COUNTY, MISSISSIPPI, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO WIT:

BEGINNING AT THE NORTHWEST CORNER OF SAID BLOCK 28; THENCE S 89°56’27” E 500.00 FEET TO THE NORTHEAST CORNER OF SAID BLOCK 28; THENCE S 00°00’28” W 125.18 FEET TO A POINT; THENCE N 89°31’49” W 500.02 FEET TO A POINT; THENCE N 00°00’28” E 121.60 FEET TO THE POINT OF BEGINNING. SAID PARCEL OF LAND CONTAINS 1.42 ACRES, MORE OR LESS.

LEGAL DESCRIPTION: FEE SIMPLE ACQUISITION BLOCK 29

A PARCEL OF LAND SITUATED AND BEING LOCATED IN A PART OF LOTS 1 AND 2, AND PART OF THE 20 FOOT ALLEY ALL IN BLOCK 29 OF THE RESUBDIVISION OF GILLESPIE ADDITION SUBDIVISION AND GILLESPIE ADDITION SUBDIVISION, CITY OF GULFPORT, FIRST JUDICIAL DISTRICT OF HARRISON COUNTY, MISSISSIPPI, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO WIT:

BEGINNING AT THE NORTHWEST CORNER OF SAID BLOCK 29; THENCE S 89°56’27” E 500.00 FEET TO THE NORTHEAST CORNER OF SAID BLOCK 29; THENCE S 00°00’28” W 129.23 FEET TO A POINT; THENCE N 89°31’49” W 500.02 FEET TO A POINT; THENCE N 00°00’28” E 125.65 FEET TO THE POINT OF BEGINNING. SAID PARCEL OF LAND CONTAINS 1.42 ACRES, MORE OR LESS.

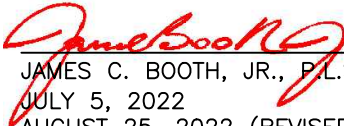
LEGAL DESCRIPTION: FEE SIMPLE ACQUISITION BLOCK 30

A PARCEL OF LAND SITUATED AND BEING LOCATED IN A PART OF LOTS 1, 2 AND 4, AND PART OF THE 20 FOOT ALLEY ALL IN BLOCK 30 OF THE RESUBDIVISION OF GILLESPIE ADDITION SUBDIVISION AND GILLESPIE ADDITION SUBDIVISION, CITY OF GULFPORT, FIRST JUDICIAL DISTRICT OF HARRISON COUNTY, MISSISSIPPI, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO WIT:

BEGINNING AT THE NORTHWEST CORNER OF SAID BLOCK 30; THENCE S 89°56’27” E 500.62 FEET TO THE NORTHEAST CORNER OF SAID BLOCK 30; THENCE S 00°00’28” W 186.86 FEET TO A POINT; THENCE N 72°00’00” W 8.28 FEET TO A POINT; THENCE 335.98 FEET ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 1100.00 FEET AND ALSO HAVING A CHORD BEARING AND DISTANCE OF N 80°45’00” W 334.67 FEET TO A POINT; THENCE N 89°31’49” W 162.42 FEET TO A POINT; THENCE N 00°00’28” E 129.69 FEET TO THE POINT OF BEGINNING. SAID PARCEL OF LAND CONTAINS 1.65 ACRES, MORE OR LESS.

SURVEYOR CERTIFICATION

THIS IS TO CERTIFY THAT I HAVE SURVEYED THE PROPERTY HEREON DESCRIBED AND DELINEATED, AND THAT THE MEASUREMENTS AND OTHER DATA INDICATED ARE CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.


JAMES C. BOOTH, JR., P.L.S. #2666
JULY 5, 2022
AUGUST 25, 2022 (REVISED LEGALS)
MAY 04, 2023 (REVISED LEGALS)



PROPERTY NOW OR FORMERLY
LAND TRUST FOR THE MISS.
COASTAL PLAIN
PO BOX 245
BILOXI, MS 39533

AREA TABULATION

TOTAL GROSS AREA: 42.57 AC.
REQUIRED AREA: 42.57 AC.
REMAINING AREA: 0.00

REFERENCE MATERIAL

HARRISON COUNTY GIS WEBSITE
PLAT OF RESUBDIVISION OF GILLESPIE ADDITION S/D
DEED INSTRUMENT 2015–002080–D–J1

LEGAL DESCRIPTION: FEE SIMPLE ACQUISITION BLOCK 31

A PARCEL OF LAND SITUATED AND BEING LOCATED IN A PART OF LOTS 1, 2 AND 3, AND PART OF THE 20 FOOT ALLEY ALL IN BLOCK 31 OF THE RESUBDIVISION OF GILLESPIE ADDITION SUBDIVISION AND LOTS 30 THRU 34, INCLUSIVE, BLOCK 31 OF GILLESPIE ADDITION SUBDIVISION, CITY OF GULFPORT, FIRST JUDICIAL DISTRICT OF HARRISON COUNTY, MISSISSIPPI, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO WIT:

BEGINNING AT THE NORTHWEST CORNER OF SAID BLOCK 31; THENCE S 89°56’27” E 425.00 FEET TO THE NORTHEAST CORNER OF SAID BLOCK 31; THENCE S 00°00’28” W 270.00 FEET TO THE SOUTHEAST CORNER OF SAID BLOCK 31; THENCE N 89°56’27” W 233.48 FEET TO A POINT; THENCE N 72°00’00” W 201.37 FEET TO A POINT; THENCE N 00°00’28” E 207.97 FEET TO THE POINT OF BEGINNING. SAID PARCEL OF LAND CONTAINS 2.50 ACRES, MORE OR LESS.

PREPARED BY:



CIVIL
ELECTRICAL
MECHANICAL
SURVEYING

918 Howard Ave., Suite F
Biloxi, Mississippi 39530
O: 228.388.1950 | F: 228.388.1971
www.mpeng.us

BOUNDARY SURVEY
A PARCEL OF LAND SITUATED IN THE
RESUBDIVISION OF GILLESPIE ADD.,
CITY OF GULFPORT, FIRST JUDICIAL
DISTRICT OF HARRISON COUNTY,
MISSISSIPPI

SCALE: SHOWN
PROJECT NO: 0273.20.001
DATE: 05-04-2023
DRAWN BY: JCB
CHECKED BY: GCT

SHEET NO.:
SA-01
SHEET 2 OF 2

This Instrument prepared by and to be returned to:
Margaret Murdock, MS Bar #9824
City of Gulfport
Post Office Box 1780
Gulfport, Mississippi 39502-1780
(228) 868-5811

**STATE OF MISSISSIPPI
COUNTY OF HARRISON
FIRST JUDICIAL DISTRICT**

VACATION AND RELEASE OF EASEMENT

FOR AND IN CONSIDERATION of the sum of ONE and NO/100 (\$1.00) DOLLARS, cash in hand paid, and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, I, **BILLY HEWES, MAYOR, CITY OF GULFPORT, MISSISSIPPI**, a body politic and municipal corporation established and existing according to the Laws of the State of Mississippi Grantor, do hereby release, vacate and otherwise extinguish any claim of the City of Gulfport, Mississippi, to the easement for "vehicular and pedestrian ingress and egress" over and across certain real property described as follows:

A parcel of land (easement) situated and being located in the NW 1/4 of the SW 1/4 of Section 7, Township 7 South, Range 10 West, City of Gulfport, First Judicial District of Harrison County, Mississippi; and being more particularly described as follows:

Commence at the northwest corner of the SW 1/4 of said Section 7; thence S 00°26'16" E 30.00 feet along the west line of the SW 1/4 of said Section 7 to the south margin of Dedeaux Road; thence N 89°50'36" E 265.00 feet along the south margin of Dedeaux Road to the Point Of Beginning, said point also being the most northeast corner of an existing Perpetual Easement to the City of Gulfport, Mississippi (W.D. Book 1613, Pages 134-135); thence continue N 89°50'36" E 25.00 feet along the south margin of Dedeaux Road; thence S 00°26'16" E 317.00 feet; thence S 89°50'36" W 25.00 feet to the most southeast corner of said existing Perpetual Easement to the City of Gulfport, Mississippi (W.D. Book 1613, Pages 134-135); thence N 00°26'16" W 317.00 feet along the east line of said existing Perpetual Easement to the said Point Of Beginning.

Said parcel of land (easement) contains 7,925 square feet or 0.182 acre, more or less.

Said Easement previously conveyed to the City by that certain Easement on file in the Land Records of Harrison County, Mississippi, First Judicial District, at Instrument No. 2008 7102D-J1.

INDEXING INSTRUCTIONS:

Lot 2, Gulfport Promenade Subdivision, First Judicial District,
Harrison County, Mississippi, First Judicial District

Also described as, NW ¼ of the SW ¼ of Section 7, Township 7
South, Range 11 West, First Judicial District, Harrison County,
Mississippi, First Judicial District

WITNESS MY SIGNATURE on this the ____ day of _____, 2023.

BILLY HEWES, MAYOR

ATTEST:

RASHIDA BELL, CITY CLERK

**STATE OF MISSISSIPPI
COUNTY OF HARRISON**

PERSONALLY CAME and appeared before me, the undersigned authority in and for the
jurisdiction aforesaid on this the _____ day of _____, 2023, BILLY
HEWES, who acknowledged to me that he is the MAYOR of the City of Gulfport, Mississippi, and that
he signed, executed and delivered the above and foregoing instrument in writing on the day and date
therein mentioned as his free and voluntary act and deed after first being authorized to do so.

NOTARY PUBLIC

My Commission Expires:

(SEAL)

**This Instrument prepared by and
to be returned to:**

Margaret Murdock, Esq.
City Attorney's Office
P.O. Box 1780
Gulfport, Mississippi 39502
(228) 868-5811

Indexing Instructions:

Lot 2, Gulfport Promenade Subdivision, City of
Gulfport, First Judicial District, Harrison
County, Mississippi

PERPETUAL DRAINAGE EASEMENT

FOR AND IN CONSIDERATION of the sum of ONE and NO/100 Dollars (\$1.00), cash in hand paid, and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, the undersigned **Grantors**,

NORTHPARK HOLDINGS, LLC
2591 23rd Avenue
Gulfport, Mississippi 39501
Telephone: (228) 897-1995

do hereby grant, convey, assign, and transfer unto **Grantee**,

CITY OF GULFPORT, MISSISSIPPI
A Mississippi Municipal Corporation
2309 15th Street
Gulfport, Mississippi 39501
Telephone (228) 868-5811

a perpetual easement for construction, installation, operation and/or maintenance of a drainage system over, across, and under the following described real property situated and being in the City of Gulfport, First Judicial District of Harrison County, Mississippi, more particularly described as follows, to-wit:

See Exhibit "A" and Exhibit "B" attached.

Grantors further grant unto the City of Gulfport and its employees and contractors a Right of Entry on Grantors' remaining and adjacent property for the purpose of construction and maintenance of said drainage system. Any damage caused to Grantors' remaining and adjacent property as a direct result of the City's use of the Right of Entry will be repaired, as reasonably possible, to pre-damage condition.

WITNESS OUR SIGNATURES on this the ____ day of _____, 2023.

JOHN BOOTHBY, MANAGER

SCOTT DELANO, MEMBER

STATE OF _____
COUNTY/PARISH OF _____

PERSONALLY CAME and appeared before me, the undersigned authority in and for the jurisdiction aforesaid on this the _____ day of _____, 2023, JOHN BOOTHBY, who acknowledged to me that he is the MANAGER of NORTH PARK HOLDINGS, LLC, a Mississippi Limited Liability Company, and that he signed, executed and delivered the above and foregoing instrument in writing on the day and date therein mentioned as his free and voluntary act and deed, after first being duly authorized to do so.

NOTARY PUBLIC

My Commission Expires:

(SEAL)

STATE OF _____
COUNTY/PARISH OF _____

PERSONALLY CAME and appeared before me, the undersigned authority in and for the jurisdiction aforesaid on this the _____ day of _____, 2023, SCOTT DELANO, who acknowledged to me that he is a MEMBER of NORTH PARK HOLDINGS, LLC, a Mississippi Limited Liability Company, and that he signed, executed and delivered the above and foregoing instrument in writing on the day and date therein mentioned as his free and voluntary act and deed, after first being duly authorized to do so.

NOTARY PUBLIC

My Commission Expires:

(SEAL)

Exhibit “A”

Drainage Easement

Legal description of a 70-foot drainage easement across Lot 2 of the Gulfport Promenade Subdivision located in Section 7, Township 7 South, Range 10 West, City of Gulfport, Harrison County, Mississippi, more particularly described as follow:

Commencing at the Southwest corner of Lot 2, Gulfport Promenade Subdivision as shown on the plat thereof filed in the Record of Plats of Harrison County Mississippi in Plat Book 59, Pages 25 and 26, and run thence N0°09'08"W 29.2 feet along the West line of said Lot 2 to a point on the north line of a Detention Basin Easement shown on said plat, thence continue N0°09'08"W 440.59 feet to a point on the south line of a perpetual easement granted to the City of Gulfport at Deed Book 1613 Page 130, run thence N89°50'36"E along said south line 70.0 feet to a point, run thence S0°09'08"E 440.96 feet to a point on the north line of said Detention Basin, run thence N89°51'2"W along said north line 70.0 feet to the Point of Beginning. Said parcel contains +/-30857 square feet or +/-0.71 acres.

**This Instrument prepared by and
to be returned to:**

Margaret Murdock, Esq.
City Attorney's Office
P.O. Box 1780
Gulfport, Mississippi 39502
(228) 868-5811

Indexing Instructions:

Lot 2, Gulfport Promenade Subdivision, City of
Gulfport, First Judicial District, Harrison
County, Mississippi

PERPETUAL INGRESS/EGRESS EASEMENT

FOR AND IN CONSIDERATION of the sum of ONE and NO/100 Dollars (\$1.00), cash in hand paid, and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, the undersigned **Grantors**,

NORTH PARK HOLDINGS, LLC
2591 23rd Avenue
Gulfport, Mississippi 39501
Telephone: (228) 897-1995

do hereby grant, convey, assign, and transfer unto **Grantee**,

CITY OF GULFPORT, MISSISSIPPI
A Mississippi Municipal Corporation
2309 15th Street
Gulfport, Mississippi 39501
Telephone (228) 868-5811

a perpetual, non-exclusive, perpetual easement for vehicular and pedestrian ingress and egress on, over and across the herein described property to provide access to a well site for which an easement was previously granted to Grantee by Waring and Windham Partnership by Perpetual Easement dated December 27, 2002, and recorded in Deed Book 1613, page 1344 in the office of the Chancery Clerk of the First Judicial District of Harrison County, Mississippi, which property is, more particularly described as follows, to-wit:

See Exhibit "A" and Exhibit "B" attached.

The Grantor reserves the right to use said land hereinabove described for other purposes no inconsistent with the rights hereby granted.

WITNESS OUR SIGNATURES on this the ____ day of _____, 2023.

JOHN BOOTHBY, MANAGER

SCOTT DELANO, MEMBER

STATE OF _____
COUNTY/PARISH OF _____

PERSONALLY CAME and appeared before me, the undersigned authority in and for the jurisdiction aforesaid on this the _____ day of _____, 2023, JOHN BOOTHBY, who acknowledged to me that he is the MANAGER of NORTHPARK HOLDINGS, LLC, a Mississippi Limited Liability Company, and that he signed, executed and delivered the above and foregoing instrument in writing on the day and date therein mentioned as his free and voluntary act and deed, after first being duly authorized to do so.

NOTARY PUBLIC

My Commission Expires:

(SEAL)

STATE OF _____
COUNTY/PARISH OF _____

PERSONALLY CAME and appeared before me, the undersigned authority in and for the jurisdiction aforesaid on this the _____ day of _____, 2023, SCOTT DELANO, who acknowledged to me that he is a MEMBER of NORTHPARK HOLDINGS, LLC, a Mississippi Limited Liability Company, and that he signed, executed and delivered the above and foregoing instrument in writing on the day and date therein mentioned as his free and voluntary act and deed, after first being duly authorized to do so.

NOTARY PUBLIC

My Commission Expires:

(SEAL)

Exhibit “A”

Drainage Easement

Legal description of a 70-foot drainage easement across Lot 2 of the Gulfport Promenade Subdivision located in Section 7, Township 7 South, Range 10 West, City of Gulfport, Harrison County, Mississippi, more particularly described as follow:

Commencing at the Southwest corner of Lot 2, Gulfport Promenade Subdivision as shown on the plat thereof filed in the Record of Plats of Harrison County Mississippi in Plat Book 59, Pages 25 and 26, and run thence N0°09'08"W 29.2 feet along the West line of said Lot 2 to a point on the north line of a Detention Basin Easement shown on said plat, thence continue N0°09'08"W 440.59 feet to a point on the south line of a perpetual easement granted to the City of Gulfport at Deed Book 1613 Page 130, run thence N89°50'36"E along said south line 70.0 feet to a point, run thence S0°09'08"E 440.96 feet to a point on the north line of said Detention Basin, run thence N89°51'2"W along said north line 70.0 feet to the Point of Beginning. Said parcel contains +/-30857 square feet or +/-0.71 acres.

There came on for consideration at a duly constituted meeting of the Mayor and Members of the City Council of the City of Gulfport, Mississippi, held on the _____ day of _____, 2021, the following Resolution:

A RESOLUTION BY THE GULFPORT CITY COUNCIL TO AUTHORIZE VACATION AND RELEASE OF EASEMENT, TO AUTHORIZE THE MAYOR TO EXECUTE INSTRUMENT EFFECTUATING SAID RELEASE, TO AUTHORIZE ACCEPTANCE OF DRAINAGE AND INGRESS/EGRESS EASEMENTS, AND FOR RELATED PURPOSES

WHEREAS, on August 11, 2008, Developers Diversified of Mississippi, Inc., then owners of certain real property located generally near the southwest corner of the intersection of Highway 605 and Dedeaux Road executed an "Easement for Ingress and Egress" (the "2008 Easement") in favor of the City of Gulfport, Mississippi, for "vehicular and pedestrian ingress and egress on, over and across the following described real property, to-wit:

A parcel of land (easement) situated and being located in the NW 1/4 of the SW 1/4 of Section 7, Township 7 South, Range 10 West, City of Gulfport, First Judicial District of Harrison County, Mississippi; and being more particularly described as follows:

Commence at the northwest corner of the SW 1/4 of said Section 7; thence S 00°26'16" E 30.00 feet along the west line of the SW 1/4 of said Section 7 to the south margin of Dedeaux Road; thence N 89°50'36" E 265.00 feet along the south margin of Dedeaux Road to the Point Of Beginning, said point also being the most northeast corner of an existing Perpetual Easement to the City of Gulfport, Mississippi (W.D. Book 1613, Pages 134-135); thence continue N 89°50'36" E 25.00 feet along the south margin of Dedeaux Road; thence S 00°26'16" E 317.00 feet; thence S 89°50'36" W 25.00 feet to the most southeast corner of said existing Perpetual Easement to the City of Gulfport, Mississippi (W.D. Book 1613, Pages 134-135); thence N 00°26'16" W 317.00 feet along the east line of said existing Perpetual Easement to the said Point Of Beginning.

Said parcel of land (easement) contains 7,925 square feet or 0.182 acre, more or less.

WHEREAS, a copy of the 2008 Easement is attached hereto as Exhibit "A" and may also be found in the Land Records of Harrison County, Mississippi, First Judicial District at Instrument No. 2008-7102D-J1; and

WHEREAS, the current owner of the subject property, Northpark Holdings, LLC, in order to facilitate the re-development of the said property has requested that the City vacate and release and otherwise abandon the 2008 Easement and has offered to provide the City with a new and relocated ingress/egress easement (“the 2023 I/E Easement”), the relocation of which has been reviewed and approved by the City’s Engineering Department; and

WHEREAS, the purpose of both the 2008 and the 2023 easements was/will be to provide access to a well site for which an easement was previously conveyed to the City by Waring and Windham Partnership (see Deed Book 1613, Page 134 in the Land Records of Harrison County, Mississippi, First Judicial District); and

WHEREAS, additionally, as a part of the redevelopment of the property now owned by Northpark Holdings, LLC, and generally located at the southwest corner of the intersection of Highway 605 Dedeaux Road, the City’s Engineering Department has required a drainage easement along/near the western boundary of the said property (Lot 2, Gulfport Promenade Subdivision, First Judicial District, Harrison County, Mississippi); and

WHEREAS, proposed easements for drainage and ingress/egress, as discussed above, are attached hereto as Exhibits “B” and “C” respectively

WHEREAS, abandonment of the 2008 Easement and acceptance of the 2023 I/E easement and the drainage easement noted herein are believed to be in the best interest of the City of Gulfport.

NOW THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF GULFPORT, MISSISSIPPI, AS FOLLOWS:

SECTION 1. That the matters, facts, and things recited in the Preamble hereto are hereby adopted as the official findings of the Governing Authority.

SECTION 2. That the Governing Authority of the City of Gulfport does hereby authorize the Mayor to release and vacate the easement previously granted to the City via that certain document on file in the land records of the Chancery Clerk of Harrison County, First Judicial District, at Instrument No. 2008-7102-D-J1, and, further, the Governing Authority of the City of Gulfport approves the proposed Vacation and Release of Perpetual Easement which is attached hereto as Exhibit “D” and, further, the Governing Authority of the City of Gulfport authorizes the Mayor to execute the same on behalf of the City of Gulfport and, further, the Governing Authority of the City of Gulfport authorizes the Mayor to accept delivery of a drainage easement and an ingress easement (Exhibits “B” and “C” hereto) from Northpark Holdings, LLC, as mentioned in the Preamble hereto and to spread the same upon the minutes of the City Council after the same has been properly recorded in the land records of Harrison County, Mississippi, First Judicial District.

SECTION 4. That this Resolution shall be in effect according to law, and shall be spread upon the minutes of the Gulfport City Council.

The above and foregoing Resolution, after having been first reduced to writing and read by the Clerk, was introduced by _____, seconded by _____, and was adopted by the following roll call vote:

AYES

NAYS

ABSENT

WHEREUPON, the President declared the motion carried and the Resolution adopted,
this the _____ day of _____, 2023.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF THE COUNCIL

PRESIDENT

The above and foregoing Resolution submitted to and approved by the Mayor, this the
_____ day of _____, 2023.

MAYOR

There came on for consideration at a duly constituted meeting of the Mayor and Members of the City Council of the City of Gulfport, Mississippi, held on the _____ day of _____, 2023, the following Resolution:

A RESOLUTION BY THE GULFPORT CITY COUNCIL TO AUTHORIZE THE CITY, BY AND THROUGH THE LEGAL DEPARTMENT TO AGREE TO THE RELIEF SOUGHT BY IB INVESTMENTS, LLC, IN HARRISON COUNTY CHANCERY COURT CAUSE NO. 15-1785(2), AND FOR RELATED PURPOSES

WHEREAS, on or about August 7, 2015, IB Investments, LLC, the owner of certain real property located generally at the intersection of US Highway 90 and Highway 605 and which formerly was the location of the Chateau de la Mer Condominiums, filed a Petition in the First Judicial District of Harrison County, Mississippi, seeking to vacate the condominium plat for the Chateau de la Mer Condominiums (Plat Book 32, Page 38) pursuant to Miss. Code Ann. § 19-27-31 and to have the Declaration of Condominium (Deed Book 907, Page 1) declared to be terminated under Rule 57 of the Mississippi Rules of Civil Procedure; and

WHEREAS, pursuant to agreement of the parties, the matter was held in abeyance until early 2023 when the Plaintiff advised the City Attorney's Office that it wished to proceed with the matter, as previously filed; and

WHEREAS, thereafter, the City, out of an abundance of caution, filed an answer denying all relief sought and sought direction from the Gulfport City Council as to how to resolve the pending litigation; and

WHEREAS, in light of the fact that the Chateau de la Mer Condominiums were destroyed in Hurricane Katrina in 2005, and in light of the fact that the property in question has not developed since that time as a condominium, much less as a condominium complex which conforms to the previously filed and aforementioned final plat or Declaration of Condominium referenced herein, and in light of the

fact that the City has approved a luxury recreational vehicle park development for this property which requires that the plat be vacated and the declaration be terminated, the Council finds it is in the best interest of the City to agree to the vacation of the final plat for the Chateau de la Mer Condominiums and to interpose no objection to the declaration, by the Court, that the Condominium Declaration of Chateau de la Mer Condominiums.

NOW THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF GULFPORT, MISSISSIPPI, AS FOLLOWS:

SECTION 1. That the matters, facts, and things recited in the Preamble hereto are hereby adopted as the official findings of the Governing Authority.

SECTION 2. That the City, by and through the City's Legal Department, is authorized to agree to the vacation of the final plat for the Chateau de la Mer Condominiums and to interpose no objection to the declaration, by the Court, that the Condominium Declaration of Chateau de la Mer Condominiums. .

SECTION 3. That this Resolution be, and it is hereby ordered to be spread on the minutes of the Governing Authority, and to be in full force and effect immediately upon its passage and enactment according to law.

The above and foregoing Resolution, after having been first reduced to writing and read by the Clerk, was introduced by _____, seconded by _____, and was adopted by the following roll call vote:

AYES

NAYS

ABSENT

WHEREUPON, the President declared the motion carried and the Resolution adopted this the _____ day of _____, 2023.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF THE COUNCIL

PRESIDENT

The above and foregoing Resolution was submitted to and approved by the Mayor, this
the _____ day of _____, 2023.

APPROVED:

MAYOR

There came on for consideration at a duly constituted meeting of the Mayor and Members of the City Council of the City of Gulfport, Mississippi, held on the _____ day of _____, 2023, the following Resolution:

**A RESOLUTION TO APPROVE THE TEMPORARY CLOSURE OF MUNICIPAL
RIGHT OF WAY FOR A LIMITED PERIOD FOR A PUBLIC PURPOSE OR EVENT
(GULFPORT'S 125TH ANNIVERSARY CELEBRATION),
AND FOR RELATED PURPOSES**

WHEREAS, Miss. Code Ann. § 21-19-15 provides that “[t]he governing authorities of municipalities shall have power to make all needful police regulations necessary for the preservation of good order and peace of the municipality and to prevent injury to, destruction of, or interference with public or private property”; and

WHEREAS, pursuant, therefore to Miss. Code Ann. § 21-19-15 and numerous Mississippi Attorney General opinions concerning the same, the City of Gulfport, Mississippi, may temporary close a municipal right of way for public purposes and/or public events, in order to preserve “good order” and prevent damage to public or private property, so long as alternative means of ingress and egress to the affected areas are available to the public; and

WHEREAS, from time to time, public events are held around the City, including the event which is the subject of the street closure request letter/memo attached hereto as Exhibit A, which require temporary closure of a public street in order to preserve “good order” and prevent damage to public or private property and where alternative means of ingress and egress to the affected areas are available to the public; and

WHEREAS, the street closure request letter/memo contains specific and necessary information regarding the portion of public rights of way to be closed temporarily, and the date/s

and time/s of said closure, so as to allow the City to make an informed decision about the need for the closure; and

WHEREAS, the Mayor and City Council are of the opinion that the right of way closure, including closure to parked vehicles, requested in Exhibit “A” hereto is in the best interest of the City so as to preserve “good order” and to prevent damage to public or private property and that alternative means of ingress/egress to the affected areas are available to the public.

NOW THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF GULFPORT, MISSISSIPPI, AS FOLLOWS:

SECTION 1. That the matters, facts, and things recited in the Preamble hereto are hereby adopted as the official findings of the Governing Authority.

SECTION 2. That the portion of street identified in Exhibit “A” hereto shall be closed for the date/times identified in Exhibit “A” (or for other city approved date/times as may be required due to rescheduling of the event due to weather or other unforeseen circumstances), in order to preserve “good order” and to prevent damage to public or private property and that alternative means of ingress/egress to the affected areas shall be made available to the public.

SECTION 3. That this resolution shall be spread upon the Minutes of the Gulfport City Council, and shall be in full force and effect immediately upon its passage and enactment according to law.

The above and foregoing Resolution, after having been first reduced to writing and read by the Clerk, was introduced by _____, seconded by _____, and was adopted by the following roll call vote:

AYES

NAYS

ABSENT

WHEREUPON, the President declared the motion carried and the Resolution adopted,
this the _____ day of _____, 2023.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF THE COUNCIL

PRESIDENT

The above and foregoing Resolution submitted to and approved by the Mayor, this the
_____ day of _____, 2023.

MAYOR



EVENTS DEPARTMENT

P.O. Box 1780
Gulfport, MS 39502
Phone: 228-868-5789

MEMORANDUM

TO: City Councilmembers
Billy Hewes, Mayor
Leonard Papania, Chief Administrative Officer

FROM: William Lehman, Special Events Manager

DATE: July 7th, 2023

RE: 125th Birthday Celebration – Road Closure

Gulfport's 125th Birthday Celebration event is scheduled at Jones Park Saturday July 29th, 2023. The Events Department requests a road closure for the event at the following locations from 2pm until 9pm. This will help keep traffic away from kids and families that are at the event.

Event Area:

- Jones Park Drive

Dates:

- July 29th, 2023

*The Public Boat Launches will remain open during the event.

Thank you in advance for your consideration. Please reach out if you have any questions.

A handwritten signature in blue ink, appearing to read "W. Lehman", written in a cursive style.

William Lehman
Special Events Manager
Office of the CAO



There came on for consideration at a duly constituted meeting of the Mayor and Members of the City Council of the City of Gulfport, Mississippi, held on the _____ day of _____, 2023, the following Resolution:

**A RESOLUTION OF THE GULFPORT CITY COUNCIL RECONFIRMING
AND EXTENDING THE STATUS OF A STATE OF EMERGENCY DUE
TO THE IMPACTS OF HURRICANE ZETA ON THE CITY OF GULFPORT,
AND FOR RELATED PURPOSES**

WHEREAS, by virtue of a Proclamation executed on Monday, October 26, 2020, the Mayor proclaimed a “local emergency” pursuant to *Miss. Code Ann.* § 33-15-17(d) and a “civil emergency” pursuant to *Miss. Code Ann.* § 45-17-3, et seq., due to an imminent threat of a "natural disaster" resulting from Hurricane Zeta and related conditions (tropical rain, wind, storm surge, lightening, hail, flooding, etc.) projected to commence in the area on or about October 28-29, 2020; and

WHEREAS, further, due to said local/civil emergency, and the need to commit resources deemed necessary for protection of the City and the residents, citizens and all people and property in the City of Gulfport and Harrison County, the Mayor invoked the powers of “emergency management” and invoked special emergency authority, including, but not limited to Sections 45-17-1, et seq., Sections 33-15-1, et seq., Section 31-7-13(k) and Sections 21-35-19, et seq., *Mississippi Code of 1972, Annotated*, and any amendments thereto; and invoked emergency measures according to authority of Sec. 1-70 and Sec. 7-19, *Code of Ordinances of the City of Gulfport, Mississippi*; and

WHEREAS, the Gulfport City Council, on November 3, 2020, on November 17, 2020, on December 8, 2020, on January 5, 2021, on February 2, 2021, on March 2, 2021, on March 16, 2021, on April 8, 2021, on May 4, 2021, on May 18, 2021, on June 10, 2021, on July 6, 2021, on August 3, 2021, on August 17, 2021, on September 17, 2021, on October 5, 2021, on November 1, 2021, on November 16, 2021, on December 7, 2021, on January 4, 2022, on January 18, 2022, on February 8, 2022, on March

8, 2022, on April 4, 2022, on May 3, 2022, on May 17, 2022, on June 7, 2022, on July 5, 2022, on August 2, 2022, on September 6, 2022, on October 4, 2022, on October 18, 2022, on November 8, 2022, on December 6, 2022, on January 3, 2023, on January 17, 2023, on February 7, 2023, on March 3, 2023, on March 21, 2023, on April 11, 2023, on May 2, 2023, on May 16, 2023, on June 6, 2023, and on July 5, 2023, acted to confirm and extend the aforementioned State of Emergency; and

WHEREAS, the Governing Authority having reviewed the existing needs, including those stated above, for continuing a state of emergency, finds that the need for continuing local emergency management and associated relief from Federal and State governments to prepare for and respond to the impact and effects of Hurricane Zeta, and shall continue until the governing body terminates the local emergency once conditions warrant.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GULFPORT, MISSISSIPPI, AS FOLLOWS:

SECTION 1. That the matters, facts, and things set forth and recited in the Preamble hereto are hereby adopted as the official findings of the Governing Authority.

SECTION 2. That the City Council recognizes that there is a continuing need to commit resources deemed necessary for protection of the City and the residents, citizens and all people and property in the City of Gulfport and Harrison County and a continuing need to prepare for and respond to the impact and effects of Hurricane Zeta.

SECTION 3. That a state of civil emergency continues within the City of Gulfport, and Mayor Billy Hewes is authorized to continue to invoke emergency management authority, including coordination of assistance and relief with state and federal authorities and private corporations and the use of municipal personnel and equipment as deemed necessary and proper

as a result of said emergency until the earliest time as conditions warrant the termination of the state of local emergency by the Governing Authority.

SECTION 4. The Governing Authority hereby finds that an emergency exists in regard to the purchase of commodities or repair contracts such that the delay incident to giving opportunity for competitive bidding would be detrimental to the interest of the City of Gulfport.

SECTION 5. This Order shall not limit the authority hereby confirmed of the Mayor and City Council to make such orders or take such actions as is vested in them as the chief executive/ administrative officer, and as the governing authority, respectively, of the City of Gulfport by the Laws of the State of Mississippi and the Ordinances of the City of Gulfport.

SECTION 6. This Resolution shall be in full force and effect on and after passage, and shall remain in full force and effect until the Governing Authority terminates the local emergency in the City of Gulfport, or until otherwise terminated according to law.

SECTION 7. The Clerk of the Council is instructed to publish this Resolution and make it available for public notice and after its adoption, this Resolution shall be spread upon the minutes of the Governing Authority.

The above and foregoing Resolution, after having been first reduced to writing and read by the Clerk, was introduced by Councilman _____, seconded by Councilman _____, and was adopted by the following roll call vote:

AYES

NAYS

ABSENT

WHEREUPON, the President declared the motion carried and the Resolution adopted, this the _____ day of _____, 2023.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF THE COUNCIL

PRESIDENT

The above and foregoing Resolution submitted to and approved by the Mayor, this the
_____ day of _____, 2023.

MAYOR

There came on for consideration at a duly constituted meeting of the Mayor and Members of the City Council of the City of Gulfport, Mississippi, held on the _____ day of _____, 2023, the following Resolution:

**A RESOLUTION OF THE GULFPORT CITY COUNCIL RECONFIRMING
AND EXTENDING THE STATUS OF A STATE OF EMERGENCY DUE
TO THE IMPACTS OF HURRICANE IDA ON THE CITY OF GULFPORT,
AND FOR RELATED PURPOSES**

WHEREAS, by virtue of a Proclamation executed on Friday, August 27, 2021, the Mayor proclaimed a “local emergency” pursuant to *Miss. Code Ann.* § 33-15-17(d) and a “civil emergency” pursuant to *Miss. Code Ann.* § 45-17-3, *et seq.*, due to an imminent threat of a "natural disaster" resulting from Tropical Storm/Hurricane Ida and related conditions (tropical rain, wind, storm surge, lightening, hail, flooding, etc.) projected to commence in the area on or about August 29-30, 2021; and

WHEREAS, further, due to said local/civil emergency, and the need to commit resources deemed necessary for protection of the City and the residents, citizens and all people and property in the City of Gulfport and Harrison County, the Mayor invoked the powers of “emergency management” and invoked special emergency authority, including, but not limited to Sections 45-17-1, *et seq.*, Sections 33-15-1, *et seq.*, Section 31-7-13(k) and Sections 21-35-19, *et seq.*, *Mississippi Code of 1972, Annotated*, and any amendments thereto; and invoked emergency measures according to authority of Sec. 1-70 and Sec. 7-19, *Code of Ordinances of the City of Gulfport, Mississippi*; and

WHEREAS, the Gulfport City Council, on September 7, 2021, on October 5, 2021, on November 1, 2021, on November 16, 2021, on December 7, 2021, on January 4, 2022, on January 18, 2022, on February 8, 2022, on March 8, 2022, on April 4, 2022, on May 3, 2022, on May 17, 2022, on June 7, 2022, on July 5, 2022, on August 2, 2022, on September 6, 2022, on October 4, 2022, on October

18, 2022, on November 8, 2022, on December 6, 2022, on January 3, 2023, on January 17, 2023, on February 7, 2023, on March 3, 2023, on March 21, 2023, on April 11, 2023, on May 2, 2023, on May 16, 2023, on June 6, 2023, and on July 5, 2023, acted to confirm and extend the aforementioned State of Emergency; and

WHEREAS, the Governing Authority having reviewed the existing needs, including those stated above, for continuing a state of emergency, finds that the need for continuing local emergency management and associated relief from Federal and State governments to prepare for and respond to the impact and effects of Hurricane Ida, and shall continue until the governing body terminates the local emergency once conditions warrant.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GULFPORT, MISSISSIPPI, AS FOLLOWS:

SECTION 1. That the matters, facts, and things set forth and recited in the Preamble hereto are hereby adopted as the official findings of the Governing Authority.

SECTION 2. That the City Council recognizes that there is a continuing need to commit resources deemed necessary for protection of the City and the residents, citizens and all people and property in the City of Gulfport and Harrison County and a continuing need to prepare for and respond to the impact and effects of Hurricane Ida.

SECTION 3. That a state of civil emergency continues within the City of Gulfport, and Mayor Billy Hewes is authorized to continue to invoke emergency management authority, including coordination of assistance and relief with state and federal authorities and private corporations and the use of municipal personnel and equipment as deemed necessary and proper as a result of said emergency until the earliest time as conditions warrant the termination of the state of local emergency by the Governing Authority.

SECTION 4. The Governing Authority hereby finds that an emergency exists in regard to the purchase of commodities or repair contracts such that the delay incident to giving opportunity for competitive bidding would be detrimental to the interest of the City of Gulfport.

SECTION 5. This Order shall not limit the authority hereby confirmed of the Mayor and City Council to make such orders or take such actions as is vested in them as the chief executive/ administrative officer, and as the governing authority, respectively, of the City of Gulfport by the Laws of the State of Mississippi and the Ordinances of the City of Gulfport.

SECTION 6. This Resolution shall be in full force and effect on and after passage, and shall remain in full force and effect until the Governing Authority terminates the local emergency in the City of Gulfport, or until otherwise terminated according to law.

SECTION 7. The Clerk of the Council is instructed to publish this Resolution and make it available for public notice and after its adoption, this Resolution shall be spread upon the minutes of the Governing Authority.

The above and foregoing Resolution, after having been first reduced to writing and read by the Clerk, was introduced by Councilman _____, seconded by Councilman _____, and was adopted by the following roll call vote:

AYES

NAYS

ABSENT

WHEREUPON, the President declared the motion carried and the Resolution adopted, this the _____ day of _____, 2023.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF THE COUNCIL

PRESIDENT

The above and foregoing Resolution submitted to and approved by the Mayor, this the
_____ day of _____, 2023.

MAYOR



Budget Amendment – City of Gulfport

PUBLIC WORKS AND ENGINEERING

To: Todd Harman, CPA, Director of Finance

CC: Mayor Billy Hewes
Leonard Papania, CAO
Jeremy Harrison, P.E., Assistant City Engineer
Tyler Gentry, Assistant Director of Public Works – Operations
Legal Department

From: Wayne E. Miller, P.E., Director of Public Works and Engineering

Date: 07/10/2023

Re: **Budget Amendment to Fund Engineering Contract with Covington Civil & Environmental, LLC.**
- Tidelands – Richards Bayou Dredging

FROM	TO	AMOUNT
345-640100-23030 (Richards Bayou Dredging – Construction)	345-640200-23030 (Richards Bayou Dredging – Engineering)	\$68,500.00
	TOTAL	\$68,500.00

The Department of Public Works is requesting approval to internally transfer \$68,500.00 from construction account to the engineering account for the Tidelands-funded Richards Bayou Dredging project.

On January 17, 2023 the City Council accepted a Tidelands grant of \$420,000.00 for the Richards Bayou Dredging project. All of these funds were placed at that time into the construction account for that project.

Contingent on Council approval at the July 18, 2023 Council meeting, the City will enter into an Engineering Services contract with Covington Civil and Environmental, LLC for the referenced project at a total fee of \$68,500.00.

This budget amendment is to move \$68,500.00 from the construction account into the engineering account in order to properly fund/track grant funds.

I hereby recommend this budget amendment.

**AGREEMENT FOR ENGINEERING SERVICES
FOR
GULFPORT COMMERCE CORRIDOR
BY AND BETWEEN THE
CITY OF GULFPORT, MS
AND
NEEL-SCHAFFER, INC.**

This AGREEMENT made this 4 day of July 2023, by and between the City of Gulfport, MS, hereafter called "OWNER", and Neel-Schaffer, Inc., hereafter called the "ENGINEER".

I. DESCRIPTION OF SERVICES:

OWNER intends to engage the ENGINEER to provide professional engineering services for the Gulfport Commerce Corridor project. A description of the project is described in Exhibit A – Project Description and the project location is illustrated in Exhibit A-1 Project Location Map.

Survey and Preliminary Design Services: Survey and Preliminary Design services will be provided as detailed in Exhibit B – Survey and Preliminary Design Services. All roadways will be designed in accordance with appropriate standards. Design will be sufficient to produce plans with construction limits and preliminary Right of Way.

Environmental Services: Environmental services will be provided as detailed in Exhibit C – Environmental Services.

II. PAYMENT FOR SERVICES

Compensation for professional services shall be in accordance with Exhibit D – Payments to the Engineer.

III. TERMS AND ACCEPTANCE

This AGREEMENT shall remain in effect until completion of environmental services. This AGREEMENT, along with the below listed exhibits represents the complete AGREEMENT between OWNER and ENGINEER and may only be amended, supplemented, modified or canceled by a duly executed written instrument.

Exhibit A – Project Description

Exhibit A-1 – Project Location Map

Exhibit B – Survey and Preliminary Design Services

Exhibit C – Environmental Services

Exhibit D – Payments to the Engineer

Exhibit F – General Terms and Conditions

IN WITNESS WHEREOF, the parties hereto have made and executed this AGREEMENT as of the day and year firstabove written.

CITY OF GULFPORT

BY: _____

TITLE: _____

DATE: _____


mayor
July 4, 2023

NEEL-SCHAFER, INC.

BY: _____

TITLE: _____

DATE: _____


SR Vice President
June 28, 2023

EXHIBIT A

PROJECT DESCRIPTION

Gulfport Commerce Corridor Project

This project consists of approximately 5800' of roadway and infrastructure improvements for the widening and extension of 16th Street from Canal Road to an unnamed street east of the Gulfport Sportsplex to create a four-lane boulevard with a connection to JFM Parkway. The general location is depicted in Exhibit A-1.

Gulfport Commerce Corridor

GULFPORT, MS

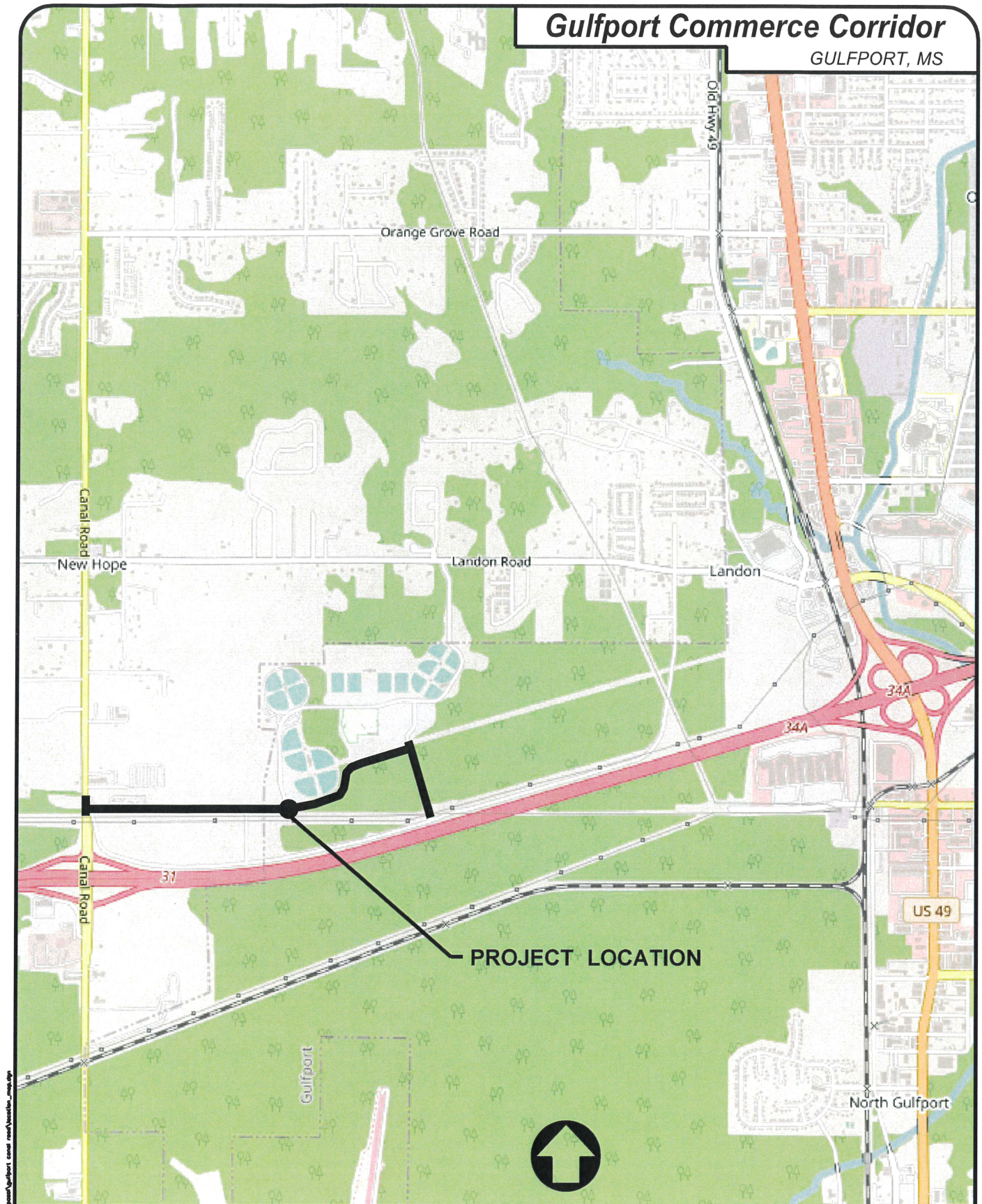


EXHIBIT B

SURVEY AND PRELIMINARY DESIGN PHASE SERVICES

1 SURVEY AND PRELIMINARY DESIGN PHASE

After execution of the Agreement, the Preliminary Design Phase will be initiated, and the **ENGINEER** shall:

- 1.1 Consult with the **OWNER** to clarify and define the **OWNER's** requirements for the Project.
- 1.2 Assemble and review available data which may be pertinent to the Project.
- 1.3 Make surveys needed for design of the Project, including a topographic of the proposed corridor as shown on the attached exhibit. The topographic survey will include all above ground improvements and visible underground utilities within 150' of either side of the proposed centerline. The ground data throughout the wooded areas of the proposed roadway will be acquired using a combination of conventional survey equipment and the Microdrones MD 1000LR Lidar drone. The survey will also establish the existing property lines adjacent to the proposed right-of-way.
- 1.4 Identify and analyze requirements of governmental authorities having jurisdiction to approve the Project with whom consultation is to be undertaken in connection with the Project.
- 1.5 Prepare preliminary design documents consisting of final design criteria, preliminary drawings and outline specifications.
- 1.6 Develop construction limits and preliminary right of way limits for use in environmental permitting.
- 1.7 Locate telephone, electric power, gas, water, sewer and other utilities which will affect the Project from information provided by the **OWNER** and utility companies and from the **ENGINEER's** surveys. In that these utility locations are based, at least in part, on information from others, the **ENGINEER** cannot and does not warrant their completeness or accuracy.
- 1.8 Based on the information contained in the preliminary design documents, prepare an opinion of probable construction costs.
- 1.9 Furnish one copy of above preliminary design documents to **OWNER** for review
- 1.10 The **ENGINEER's** services under the Preliminary Design Phase will be considered complete no later than 30 days after the date when preliminary design documents are delivered to the **OWNER** plus such additional time as may be considered reasonable for obtaining approval of governmental authorities having jurisdiction to approve the preliminary design documents, if such approval is to be obtained during the Preliminary Design Phase.

EXHIBIT C

ENVIRONMENTAL PHASE SERVICES

1 ENVIRONMENTAL PHASE

After completion of the Survey and Preliminary Design Phase the Environmental Phase will be initiated, and the **ENGINEER** shall:

1.1 Cultural Resource Study

The **ENGINEER** will perform Cultural Resources surveys and will prepare reports, draft/preliminary and final, in accordance with Mississippi Department of Archives and History (MDAH) cultural resources guidelines and in accordance with all Federal codes and regulations related to cultural resources management that are in effect at the time of the CONTRACT.

1.2 Wetlands/Waters Delineation and Reporting Requirements

The **ENGINEER** will identify all wetlands and streams falling partially or wholly within the project boundaries or which may be affected by the project. Wetlands will be identified using the routine method set forth in the United States Army Corps of Engineers (USACE) 1987 manual. The 2008 Interim Regional Supplemental Guidance to the Corps of Engineers 1987 Wetland Delineation Manual and corresponding Supplemental Wetland Delineation Forms will be used.

1.3 Threatened and Endangered Species

The **ENGINEER** will prepare and submit an initial consultation letter the United States Fish and Wildlife Service (USFWS) requesting information regarding know presence of Threatened or Endangered Species (TES) within the project area or within the immediate vicinity of the project area. Perform a habitat assessment of the project area specifically targeting Threatened or Endangered Species known to occur within project area. Prepare USFWS coordination letter documenting the site location, site topography and land cover classifications, presence or absence of species or habitat and request concurrence from the USFWS.

1.4 Permitting

The **ENGINEER** will prepare and submit the MDMR/USACE permit application and develop the necessary attachments for the proposed project. Conduct and attend one on-site review with the USACE. If extensive comments are received after the Public Notice/Pre-Construction Notification (PCN) additional fees may be requested. There is no guarantee assumed or implied that the regulatory agencies involved will approve the requested fill. Wetland permit fees and mitigation costs are not included in this scope of work or fee estimate and will be the responsibility of the **OWNER** when these items are determined through future coordination with the regulatory agency.

EXHIBIT D

PAYMENTS TO ENGINEER

BASIC SERVICES:

Owner will pay **ENGINEER** monthly for Basic Services in the following amounts:

1. **SURVEY AND PRELIMINARY ENGINEERING SERVICES:** The Design Phase of this project will consist of developing plans and specifications for the roadway and traffic signal improvements as shown in Exhibit A. Payment for these services shall be a lump sum fee of:
 - 1.1. Survey \$40,000
 - 1.2. Preliminary Design \$130,000
2. **ENVIRONMENTAL PHASE SERVICES:** The Environmental Phase of this project will consist of performing work necessary to secure a Corps of Engineers permit. Payment for these services shall a lump sum fee of:
 - 2.1. Cultural Resource Survey \$5,000
 - 2.2. Wetland Delineation \$30,000
 - 2.3. Threatened and Endangered Species \$5,000
 - 2.4. U.S.A.C.E. Permitting \$12,000

ADDITIONAL SERVICES: **OWNER** shall pay **ENGINEER** for Additional Services if required at a lump sum amount agreed upon by Owner and Engineer prior to the execution of the work.

Payments to **ENGINEER** by **OWNER** are not contingent on any factor except **ENGINEER's** ability to provide services in a manner consistent with that standard of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions.

Payments to **ENGINEER** by **OWNER** specifically are not contingent on **OWNER's** receipt of grants for the **Project** or **OWNER's** decision to suspend or cancel the **Project**.

EXHIBIT E
GENERAL TERMS AND CONDITIONS
PROFESSIONAL SERVICES

1. **Relationship between Consultant and Client.** Neel Schaffer, Inc. ("Consultant") shall serve as the Client's professional consultant in those phases of the Project to which this Agreement applies. The relationship is that of a buyer and seller of professional services and it is understood that the parties have not entered into any joint venture or partnership with the other. Consultant shall not be considered to be the agent or fiduciary of the Client.

contractor's failure to furnish and perform its work in accordance with the plans and specifications.

In the event Consultant's scope of services does not include the observation and monitoring of work performed by Client's separate contractors, the Client assumes all responsibility for construction observation, and Client waives any claims against Consultant arising therefrom.
2. **Responsibility of Consultant.** Consultant will perform services under this Agreement in a manner consistent with that standard of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions (the "Standard of Care"). No other representation, warranty or guarantee, express or implied, is included or intended in this Agreement or in any report, opinion, document, or otherwise.
3. **Responsibility of the Client.** Client shall provide all information and criteria as to its requirements for the Project, including budgetary limitations. Client shall arrange for Consultant to enter upon public and private property and obtain all necessary approvals required from all governmental authorities having jurisdiction over the Project. Client shall give prompt written notice to Consultant whenever Client observes or otherwise becomes aware of any development that affects the scope or timing of Consultant's services.

The Client shall promptly report to the Consultant any defects or suspected defects in the Consultant's services of which the Client becomes aware, so that Consultant may take measures to minimize the consequences of such a defect. Should legal liability for the defects exist, failure by the Client to notify the Consultant shall relieve the Consultant of any liability for costs of remedying the defects above the sum such remedy would have cost had prompt notification been given when such defects were first discovered.
4. **Construction Phase Services.** If Consultant's scope of services includes the observation and monitoring of work performed by Client's separate contractors, Consultant shall provide personnel to observe and monitor the work in accordance with the Standard of Care in order to ascertain that it is being performed, in general, in accordance with the plans and specifications. Consultant shall not supervise, direct, or have control over the contractor's work. Consultant shall not have authority over or responsibility for construction means, methods, techniques, sequences or procedures or for safety precautions and programs in connection with the work of the contractor. Consultant does not guarantee the performance of the construction contract by the contractor and does not assume responsibility for the
5. **Designation of Authorized Representatives.** Each party shall designate one or more persons to act with authority on its behalf with respect to appropriate aspects of the Project. The persons designated shall review and respond promptly to all communications received from the party.
6. **Ownership of Documents.** All reports, notes, drawings, specifications, data, calculations, and other documents, including those in electronic form prepared by Consultant are instruments of Consultant's service that shall remain Consultant's property. The Client agrees not to use Consultant generated documents for projects other than the project for which the documents were prepared by Consultant, or for future modifications to the Project, without Consultant's express written permission. Any reuse or distribution to third parties without such express written permission or project-specific adaptation by Consultant will be at the Client's sole risk and without liability to Consultant or its employees, subsidiaries, and subconsultants.
7. **Opinion of Costs.** When required as a part of its scope of services, Consultant will furnish opinions or estimates of construction cost on the basis of Consultant's experience and qualifications, but Consultant does not guarantee the accuracy of such estimates. The parties recognize that Consultant has no control over the cost of labor, material, equipment, or services furnished by others or over market conditions or contractors' methods of determining prices.
8. **Changes or Delays.** In the event new developments or circumstances beyond the control of Consultant require a change in the scope of services or schedule, Consultant shall be entitled to an equitable adjustment to the fee and/or schedule. Such events include, but are not limited to, unreasonable delays caused by Client's failure to provide specified direction or information, delays caused by Client's other contractors or consultants, or if Consultant's failure to perform is due to any act of God, labor shortage, fire, inclement weather, act of governmental authority, failure of transportation, accident, power failure, or interruption or any other cause beyond the reasonable control of Consultant.

EXHIBIT E
GENERAL TERMS AND CONDITIONS
PROFESSIONAL SERVICES

9. **Suspension of Services.** Client may, at any time, by written notice, suspend further services by Consultant. Upon receipt of such notice, Consultant shall take all reasonable steps to mitigate costs allocable to the suspended services. Client, however, shall pay all reasonable and necessary costs associated with such suspension including the cost of assembling documents, personnel and equipment, rescheduling or reassignment costs necessary to maintain continuity and the staff required to resume the services upon expiration of the suspension. Consultant will not be obligated to provide the same personnel in the event the period of any suspension exceeds 30 days.
10. **Termination.** This Agreement may be terminated by either party upon 30 days' written to the other party. Upon such termination, Client shall pay Consultant for all services performed up to the date of termination. If Client is the terminating party, Client shall pay Consultant all reasonable cost and expenses incurred by Consultant in effecting the termination, including but not limited to non-cancellable commitments and demobilization costs, if any.
11. **Indemnification.** Consultant shall indemnify and hold harmless Client from and against those damages and costs (including reasonable attorneys' fees) that Client incurs as a result of third party claims for personal injury or property damage to the extent caused by the negligent acts, errors or omissions of Consultant.
- To the fullest extent permitted by law, Client shall indemnify and hold harmless Consultant from and against those damages and costs (including reasonable attorneys' fees) that Consultant incurs as a result of third party claims for personal injury or property damage to the extent caused by the negligent acts, errors or omissions of Client.
12. **Legal Proceedings.** In the event Consultant or its employees are required by Client to provide testimony, answer interrogatories, produce documents or otherwise provide information in relation to any litigation, arbitration, proceeding or other inquiry arising out of Consultant's services, where Consultant is not a party to such proceeding, Client will compensate Consultant for its services and reimburse Consultant for all related direct costs incurred in connection with providing such testimony or information. This provision shall not apply in the event Client engages Consultant to provide expert testimony or litigation support, which services shall be the subject of a separate agreement or an amendment to this Agreement.
13. **Successors and Assigns.** The terms of this Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns;
14. **Insurance.** Consultant agrees to maintain the following insurance coverage with the following limits of insurance during the performance of Consultant's work hereunder:
- (a) Commercial General Liability insurance with standard ISO coverage and available limits of \$1,000,000 per occurrence and \$2,000,000 general aggregate;
 - (b) Automobile Liability insurance with standard ISO coverage and available combined single limits of \$1,000,000 per accident;
 - (c) Worker's Compensation insurance with limits as required by statute and Employer's Liability insurance with limits of \$1,000,000 per employee for bodily injury by accident/\$1,000,000 per employee for bodily injury by disease/\$1,000,000 policy limit for disease; and
 - (d) Professional Liability insurance covering Consultant's negligent acts, errors, or omissions in the performance of professional services with available limits of \$1,000,000 per claim and annual aggregate.
- Consultant shall provide evidence of procuring the above insurance coverages by delivering a certificate of insurance to Client prior to the start of Consultant's work and annually upon renewal of coverage. Consultant shall cause Client to be named as an additional insured on Consultant's commercial general liability policy, which shall be primary and noncontributory.
15. **Information Provided by the Client.** Consultant shall be entitled to rely upon, without liability, the accuracy and completeness of any and all information provided by Client, without the obligation of independent verification.
16. **Consequential Damages.** Neither Client nor Consultant shall be liable to the other or shall make any claim for any special, incidental, indirect or consequential damages arising out of, or connected in any way to the Project or this Agreement. This mutual waiver includes, but is not limited to, damages related to loss of use, loss of profits, loss of income, loss of reputation, loss of business or diminution of property value and shall apply regardless of legal theory such damages are alleged including negligence, strict liability, breach of contract and breach of warranty.
17. **Payment.** Unless agreed to otherwise, Consultant shall submit monthly invoices to the Client. Payment in full
- provided however, that neither party shall assign this Agreement in whole or in part without the prior written consent of the other party.

EXHIBIT E
GENERAL TERMS AND CONDITIONS
PROFESSIONAL SERVICES

- shall be due upon receipt of the invoice. Payment of any invoices by the Client shall be taken to mean that the Client is satisfied with the Consultant's services to the date of the payment and is not aware of any deficiencies in those services. If payments are delinquent after 30 days from invoice date, the Client agrees to pay interest on the unpaid balance at the rate of one percent (1%) per month. If the Client fails to make payments; then Consultant, after giving seven (7) days written notice to the Client, may suspend services until the Client has paid in full all amounts due for services, expenses, and other related charges without recourse to the Client for loss or damage caused by such suspension. The Client waives any and all claims against the Consultant for any such suspension. Payment for Consultant's services is not contingent on any factor, except the Consultant's ability to provide services in a manner consistent with that Standard of Care. Payment of invoices shall not be subject to any discounts, set-offs or back-charges unless agreed to in writing by both parties. If the Client contests an invoice, the Client may withhold only that portion so contested and shall pay the undisputed portion, after the Client has notified Consultant in writing within 30 days of receiving the invoice and shall identify the specific cause of the disagreement and the amount in dispute.
18. **Force Majeure.** Neither Client nor Consultant shall be liable for any fault or delay caused by any contingency beyond their control, including but not limited to, acts of God, wars, strikes, walkouts, fires, natural calamities, or demands or requirements of governmental agencies.
19. **Compliance with Laws.** To the extent they apply to its employees or its services, Consultant shall exercise due professional care to comply with all applicable laws, including ordinances of any political subdivisions or governing agencies.
20. **Invalid Terms.** If any provisions of this Agreement are held to be invalid or unenforceable, the remaining provisions shall be valid and binding as if the unenforceable provisions were never included in the Agreement.
21. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the state where the services are performed.
22. **Dispute Resolution.** All disputes, controversies or claims, of whatever kind or character, between the Parties, their agents and/or principals, arising out of or in connection with the subject matter of this Agreement shall be litigated in a court of competent jurisdiction.
23. **Additional Services.** Consultant shall be entitled to an equitable adjustment of its fee for services resulting from significant changes in the general scope, extent or character of the Project or its design including, but not limited to, changes in size, complexity, Client's schedule, construction schedule, character of construction or method of financing; and revising previously accepted studies, reports, design documents or other documents when such revisions are required by changes in laws, rules, regulations, ordinances, codes or orders enacted subsequent to the preparation of such studies, reports or documents, or are due to any other causes beyond Consultant's control.
24. **Amendment.** This Agreement may only be amended in writing and where such amendment is executed by a duly authorized representatives of each party.
25. **Entire Understanding of Agreement.** This Agreement represents and incorporates the entire understanding of the parties hereto, and each party acknowledges that there are no warranties, representations, covenants or understandings of any kind, matter or description whatsoever, made by either party to the other except as expressly set forth herein. Client and Consultant hereby agree that any purchase orders, invoices, confirmations, acknowledgments or other similar documents executed or delivered with respect to the subject matter hereof that conflict with the terms of this Agreement shall be null, void and without effect to the extent they conflict with the terms of this Agreement.
26. **Survival of Provisions.** The provisions of this Agreement shall continue to be binding upon the parties hereto notwithstanding termination of this Agreement for any reason.
27. **Nonwaiver.** No waiver by a party of any provision of this Agreement shall be deemed to have been made unless in writing and signed by such party.
28. **Identity of Project Owner.** Within ten (10) days of the entry of this Agreement, Client, if Client is not the Project Owner, shall provide to Consultant the Project Owner's full legal name; Project Owner's physical address; Project Owner's mailing address; and the name, physical address and mailing address of the Client's point of contact with the Owner for the Project.
29. **Conflicting Terms.** In the event that there are multiple agreements with varying or conflicting terms and conditions between Client and Consultant, the terms and conditions contained in this Agreement shall supersede and have precedence over any other conflicting terms and conditions contained in any other written or oral agreement.
30. **Course of Dealing.** Client and Consultant agree that these General Terms and Conditions establish a course of dealing between them and shall apply to this and all

EXHIBIT E
GENERAL TERMS AND CONDITIONS
PROFESSIONAL SERVICES

other services, projects, agreements or dealings between the them, unless Client or Consultant gives the other written notice of objection to any term or condition before commencement of performance in connection with any other provision of services or projects involving the two of them.

[The remainder of this page intentionally left blank]

BROWNFIELD DEVELOPMENT AND REIMBURSEMENT AGREEMENT

This BROWNFIELD DEVELOPMENT AND REIMBURSEMENT AGREEMENT (the "Agreement") is entered into on June 21, 2023, between the City of Gulfport (the "City") and Iconic Buildings, LLC (the "Developer"), located at 12321 Preservation Drive, Gulfport, Mississippi 39503.

RECITALS

- A. The Mississippi Economic Redevelopment Act (the "Act") (Miss. Code Ann. § 57-91-1 et seq.) promotes redevelopment by providing an incentive to defray the remediation costs associated with cleaning up contaminated property. These redevelopments constitute the performance of an essential public purpose, which protects and promotes the public health, safety and welfare.
- B. Under the Act, counties and/or municipalities that contain properties with environmental contamination must first approve a remediation project area within its jurisdiction. The City has approved this remediation project area within its jurisdiction [See attached Exhibit A, "City Resolution"].
- C. The Developer agrees to remediate and redevelop the former Triplett-Day Drug building (the "Project") located at 2429 14th Street, Gulfport, Mississippi [See attached Exhibit B, "Project and Property Description"].
- D. As required, the Mississippi Department of Environmental Quality ("MDEQ") has approved the remediation plan and redevelopment of the site [See attached Exhibit C, "Brownfield Agreement"].
- E. Within six (6) months of approval by the MDEQ, application must be made to the Mississippi Development Authority ("MDA") for final approval and issuance of a "certificate of public convenience and necessity" to the City. Upon application approval, the MDA will also issue a "Mississippi Economic Redevelopment Act Certificate" (the "Redevelopment Certificate"), acknowledging that the Project qualifies for reimbursement under the Act.
- F. The Redevelopment Certificate allows for all income, franchise and use taxes collected from, and all sales taxes collected and remitted to the State of Mississippi (i.e., state retained sales taxes only) by businesses located in the redevelopment project area to be deposited into a special fund that will be used to reimburse the Developer for any approved cleanup costs.
- G. The purpose of this Agreement is to state the obligations of the parties to this Agreement for reimbursement of the costs incurred on the Project.

NOW, THEREFORE, based upon the recitals set forth above and in consideration of the mutual terms and conditions set forth below, the City and the Developer agree as follows:

1. **Development of the Property.** Developer agrees to develop and complete the Project consistent with this Agreement and in adherence with all zoning, building and land use laws. As a general matter, the Developer shall remediate and redevelop the project area for reuse, including but not limited to the following uses: commercial retail/restaurant.

2. **Reimbursement for Approved Costs Incurred on the Project.** The Act provides for sales, income and franchise taxes ("Funds") paid by the business entities operating on the redevelopment property to be distributed to the developer to defray remediation costs. These Funds shall be deposited in the Mississippi State Treasury in a special fund known as the "Redevelopment Project Incentive Fund" and administered by the MDA. In instances where the business enterprise does business in Mississippi both inside and outside the redevelopment area, the income and franchise tax shall be prorated based on a formula determined by the Mississippi State Tax Commission. Approved costs and reimbursement for the Project shall occur in the following manner:

- 2.1 The maximum reimbursement amount will be set at two and one-half times the remediation costs and shall be jointly determined by the MDEQ and the MDA.
- 2.2 Within three (3) months after completion of the remediation, the developer will submit the actual cost of clean-up activities through a certification ("Complete Certificate") of such costs by an independent certified public accountant acceptable to the MDA. The Complete Certificate must be submitted to the MDA within twenty-four (24) months following the issuance of the Redevelopment Certificate. Any extension of this 24-month period must be granted by the MDA.
- 2.3 Once the redevelopment business entities begin remitting taxes following completion of the Project, the developer will provide to the MDA the Federal Employer Identification Number ("FEIN") and Sales Tax Number of each business in the redevelopment area.
- 2.4 The developer will submit to the MDA a request reimbursement as related the Project.
- 2.5 Reimbursement payments will be made semiannually, in January and July of each calendar year. Reimbursement to the developer shall occur as follows:
 - (i) For the first six (6) years in which such payments are made, the developer shall receive one hundred percent (100%) of the funds deposited into the Redevelopment Project Incentive Fund;

- (ii) For the seventh year in which such payments are made, the developer shall receive eighty percent (80%) of the funds deposited into the Redevelopment Project Incentive Fund;
- (iii) For the eighth year in which such payments are made, the developer shall receive seventy percent (70%) of the funds deposited into the Redevelopment Project Incentive Fund;
- (iv) For the ninth year in which such payments are made, the developer shall receive sixty percent (60%) of the funds deposited into the Redevelopment Project Incentive Fund; and
- (v) For the tenth year and any subsequent year in which such payments are made, the developer shall receive fifty percent (50%) of the funds deposited into the Redevelopment Project Incentive Fund.

3. **Limitations of Reimbursement.** Reimbursement to the developer is limited to two and one-half times the remediation costs as jointly approved by the MDEQ and the MDA, or for the fifteen (15) years from the date that is two (2) years after the date that the Project was approved by the MDA, whichever occurs first. The developer will not distribute the proceeds of any incentive payment to a business enterprise.

4. **Compliance with Approved Work Plans, Law, Rules and Regulations.** The Developer shall complete the Project in a reasonable and workmanlike manner consistent with this Agreement. Developer shall comply with all local ordinances, state and federal laws, and all applicable local, state and federal rules and regulations.

5. **Indemnification.** The Developer shall indemnify, hold harmless and defend the City, its officials, agents and employees, from any and all claims or causes of action arising from or on account of the acts or omission of the Developer, its officers, employees, agents or any persons acting on its behalf or under its control, in completing the Project under the terms of this Agreement. The City shall indemnify, hold harmless and defend the Developer, its agents and employees, from any and all claims or causes of action arising from or on account of the acts or omission of the City, the MDEQ and the MDA, its officials, employees, agents or any persons acting on its behalf or under its control, in the performance of the terms of this Agreement.

6. **Notices.** All notices, requests, demands and other communications that are required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been sufficiently given for purposes hereunder if (a) delivered personally to the party to whom the same is directed, or (b) sent by certified mail, postage prepaid, return receipt requested, at the address identified below; or to such other party at such other address as shall be given in writing in accordance herewith.

If to the City, to:

Billy Hewes, Mayor
City of Gulfport
P.O. Box 1780
Gulfport, MS 39502

With a copy to
City Attorney's Office
City of Gulfport
P.O. Box 1780
Gulfport, MS 39502

If to the Developer, to:

Iconic Buildings, LLC
12321 Preservation Drive
Gulfport, Mississippi 39503

7. **Force Majeure.** Whenever any party to this Agreement shall be required to perform any contract, work, labor or service, or to comply with this Agreement, or any other laws, rules, orders, ordinances, regulations or zoning regulations, such party shall not be deemed to be in default under this Agreement and the other party shall not enforce or exercise any of its rights under this Agreement with regard to such other party's default if and for so long as such non-performance or default shall be caused by Force Majeure (herein defined); provided, however, that such party shall commence such performance and continue the same with diligence and continuity immediately after the removal of any of the causes hereinafter specified. The provisions of this section shall not excuse any failure or delay in the payment of any monetary amount required to be paid in accordance with this Agreement. "Force Majeure" shall mean acts of God; acts of public enemies; fire or other casualties; acts, failure to act, orders, restraints or delays of any government or any governmental agency, department, committee, council or other entity; explosions; insurrections; failure or delay in obtaining permits or other approvals required under applicable law; civic disturbances; riots; delays of any contractor, subcontractor or supplier; litigation; strikes; landslides; earthquakes; storms; winds in excess of 75 m.p.h.; hurricanes; tornadoes and floods; and other conditions beyond the reasonable control of the party whose obligations are excused.

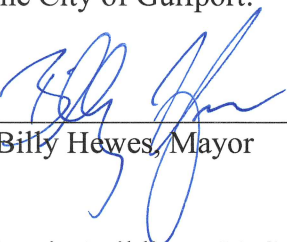
8. **Miscellaneous Provisions.**

- 8.1 Successors and Assigns; Assignments. There are no other intended beneficiaries to this Agreement. The Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. No person not a party hereto is intended to be a beneficiary of or have the right to enforce this Agreement.

- 8.2 Entire Agreement. This Agreement represents the entire agreement, as it exists at the time of the signing of this Agreement between the parties. Any amendment, alteration or modification of this Agreement must be in writing and agreed to by the parties.
- 8.3 Headings. Headings in this Agreement are for convenience only and shall not be used to interpret or construe its provisions.
- 8.4 Choice of Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Mississippi.
- 8.5 Survival. Except as otherwise provided in this Agreement, all representations, warranties, covenants and agreements of the parties contained in or made in pursuant to this Agreement shall survive the execution of this Agreement.
- 8.6 Recitals. The recitals set forth above are incorporated by reference into this Agreement as if fully set forth therein.
- 8.7 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument, and each facsimile or electronic copy shall constitute a legally binding, enforceable document.

By signing below, all parties represent and warrant their authority to enter into this Agreement on behalf of their respective organizations. The parties have signed this Agreement as of the date first written above.

For the City of Gulfport:

By:  _____ Date: 6/21/23
Billy Hewes, Mayor

For Iconic Buildings, LLC

By:  _____ Date: 7-6-23
Ryan Goldin, Owner

STATE OF MISSISSIPPI

COUNTY OF HARRISON

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING entered into and executed in the City of Gulfport, Mississippi, on the dates hereinafter set forth by and between the CITY OF GULFPORT, MISSISSIPPI, also hereinafter referred to as “City”, and BOYS & GIRLS CLUB OF THE GULF COAST, also hereinafter referred to as “BGCGC” for the purposes, and on the terms and conditions, and under the authority hereinafter set forth:

WITNESSETH THAT:

WHEREAS, the City of Gulfport owns improved real property located on 19th Street, more specifically, the 19th Street Community Center which is hereinafter identified as “the premises”, in the City of Gulfport, Mississippi, and desires to offer out of school support, diverse enrichment activities and affordable and flexible afterschool care that is accessible and accommodating for all families in the area of the premises; and

WHEREAS, the Boys & Girls Club of the Gulf Coast (hereinafter, “BGCGC”) has heretofore successfully provided such services at the premises, in the City of Gulfport; and

WHEREAS, the BGCGC, which also provides programming, activities and services for 780 boys and girls at its Forest Heights Center in Gulfport in addition to the current offerings at the 19th Street Community Center, has expressed an interest in continuing to provide similar programming for children in our community, in particular, children in The Quarters, Magnolia Grove, Gaston Point and Soria City, and has indicated that the 19th Street Community Center remains an acceptable location for the said services; and

01172023_13

WHEREAS, due to staffing issues, City's 19th Street Community Center is presently unmanned by city personnel and provision of these services will open the center to neighborhood children which, otherwise, would not be able to use the premises on a regular basis; and

WHEREAS, the City believes that entry into the proposed Memorandum of Understanding with the BGCGC, to provide a needed social and community service program such as that contemplated by *Miss. Code Ann.* § 21-19-65 and offered by the BGCGC (child care facilities), is in the best interest of the City of Gulfport.

NOW THEREFORE, for the purpose hereinabove recited, and, if needed, pursuant to authority granted under *Miss. Code Ann.* § 21-17-1(8) and § 21-19-67, the City of Gulfport does hereby agree to the provision, by the BGCGC, of community service programs as otherwise set forth herein at the real property described and shown in Exhibit "A" hereto (hereinafter, "the Premises") and for the provision by the BOYS & GIRLS CLUB OF THE GULF COAST of a center for afterschool and out of school programs, services and activities for school aged children. Accordingly, the parties covenant and agree as follows, to wit:

1. Term. The term of the Memorandum of Understanding shall be for a period commencing January 22, 2023, and ending at midnight on June 30, 2025, unless sooner terminated as hereinafter provided. Upon and after expiration of the term, the MOU shall continue on a month to month basis until such time as it is terminated by either party upon thirty (30) days written notice to the other party or extended according to terms then mutually acceptable to the parties and agreed to in writing.

2. Early termination. This MOU may be terminated, prior to its expiration, upon the following conditions or occurrences:

- a. Mutual termination. Where the parties mutually agree, in writing, to terminate the MOU, it may be terminated as of a date agreed to by the parties.
- b. BGCGC may terminate this MOU at any time upon sixty (60) days notice.
- c. City may terminate this MOU at any time upon sixty (60) days notice.
- d. For cause. The City may terminate this MOU and retake possession of the premises by giving BGCGC written notice of termination and to surrender the premises for any of the following reasons:

- i. BGCGC ceases to provide the following services to the City: operate a center for afterschool and out of school programs, services and activities for school aged children at the Premises and the cessation of said use continues for a period of thirty (30) days or more after being presented with the written notice of termination by the City.
 - ii. BGCGC is in default of any condition of this MOU, and said default is not cured within thirty (30) days after being presented with the written notice of termination by the City in which the reason for default is specified.
- e. This Agreement shall be subject to reasonable force majeure events.

3. Fees. BGCGC agrees to provide “the services” (i.e., the operation of a center for afterschool and out of school programs, services and activities for school aged children at the Premises) contemplated by this MOU at no cost to the City in return for being able to charge reasonable “membership fees” to those participating in the services.

Should this MOU result in any taxes, including ad valorem taxes, being assessed to BGCGC with respect to the Premises by any appropriate and duly authorized taxing authority, BGCGC shall be solely responsible for the payment of the same.

4. Maintenance. BGCGC shall maintain the premises in suitable condition for the provision of the services and ensure that, at the end of the term of the MOU, the premises are in a clean and sanitary condition, and in a good state of repair, normal wear and tear excepted. BGCGC shall properly dispose of all garbage and trash, and shall notify the City of Gulfport of any apparent structural hazard or dangerous condition existing within or without the facility. BGCGC shall supervise the assembly of patrons/persons in the Premises, and shall not allow more persons within the facility than are allowed by state and local laws, ordinances, and fire codes, and shall take immediate precaution and security measures to avoid imminent danger to life and health. City shall provide grounds maintenance (mow, edge and blow) for the Premises. City shall have the right to enter the premises at any time. BGCGC alone shall ensure compliance with all applicable laws, statutes, ordinances and regulations governing the operations that will be undertaken on the premises as a part of the provision of the services contemplated herein.

5. Improvements and Use. BGCGC shall not make any improvements to the premises during the term of the MOU except as may be approved by the City, in writing, with such approval not to be unreasonably withheld. BGCGC shall make the premises available for use by the City, free of charge, within reason and where scheduling permits, for municipal events, including, but not limited to, elections. While BGCGC and its students may use the outdoor amenities in the area surrounding the building which is the subject of this MOU (basketball court, baseball field, playground, splash pad, etc), it is understood that this MOU does not grant to BGCGC *exclusive* use thereof or of the premises.

6. Utilities. BGCGC shall pay cost of use for electricity, water and gas and all other utility costs and fees, including, but not limited to, alarm monitoring, and any communication lines at the premises.

7. Insurance. BGCGC shall maintain liability insurance coverage which applies to BGCGC's activities, business, and other functions, on the premises, including general liability insurance, with a minimum policy limits of \$1 million dollars to cover all activities, business and functions of BGCGC at the premises. BGCGC shall maintain workers compensation insurance, if required by law, and/or employees liability insurance, to the extent that it utilizes paid employees on or within the premises, and any and all other insurance it deems advisable or necessary for its property, employees, business, activities, and any liabilities and shall provide for the City of Gulfport as an additional named insured on all BGCGC's policies. BGCGC shall inform and notify City in writing within fourteen (14) days of any claims of liability resulting from the use of the premises. BGCGC shall provide proof of coverage. Within thirty (30) days of annual expiration of BGCGC's insurance policy(ies), BGCGC shall provide City with proof of renewal or proof of coverage by a different carrier.

8. Indemnity. To the extent allowed by law, the BOYS & GIRLS CLUB OF THE GULF COAST, and its agents, servants, employees, and representatives agree to fully defend, indemnify, and hold harmless the City and its employees, agents, and officials with respect to and from and against any and all claims, demands, causes of actions, damages, injuries, fees, expenses, penalties, lawsuits, judgments, and orders, including, without limitation, attorneys' fees, which in any way arise out of or relate to any acts of omission or commission of or attributed to the BOYS & GIRLS CLUB OF THE GULF COAST, and/or its agents, servants, employees, visitors, invites, guests, and representatives, including, but not limited to, those asserted as negligent, gross negligent, and/or intentional. Only to the extent that the City is authorized by the laws of the State of Mississippi, and without waiving any constitutional, statutory, or common law defenses, immunities, or exemptions from liability, including, but not limited to, those set forth in Miss. Code Ann. § 11-46-9(1) (Rev. 2001), the City agrees to defend, indemnify, and hold harmless the BOYS & GIRLS CLUB OF THE GULF COAST, with respect to or from and against all claims, demands, causes of actions, lawsuits, judgments, and orders arising out of or as a result of negligent acts or omissions of the City in relation to this MOU.

9. Notice. Any official written notices required to be given under this MOU shall be hand delivered or mailed by U.S. Mail to the following:

City:

City of Gulfport
Attention: Mayor
2309 15th Street
Gulfport, Mississippi 39501

With a copy to:
City of Gulfport
Attn: City Attorney's Office
2309 15th Street
Gulfport, MS 39501

BGCGC:
Boys & Girls Club of the Gulf Coast
Attn: Keva Scott
P.O. Box 2804
Gulfport, MS 39505

Also, for unofficial notices, and requests, BGCGC may notify City by contacting the Office of the Chief Administrative Officer, telephone number 868-5770.

10. Nondiscrimination. City and BGCGC agree not to discriminate because of race, color, religion, sex, age, national origin, disability, or status as a Vietnam Veteran, as defined and prohibited by applicable law, and that they will operate as Equal Opportunity Employers in compliance with applicable federal, state and local laws, ordinances, and regulations.

11. Severability. If any word, clause, sentence, paragraph, condition, provision, or term of this MOU is or hereafter becomes legally unenforceable, the same shall be severed from this MOU, and all remaining provisions of this MOU shall be unaffected, and shall be interpreted in accordance with the express written intention of this MOU..

12. Non-Waiver. In the event City fails to enforce any provision of this MOU, it shall not thereby be construed to waive its right of enforcement thereof at some later time.

13. Amendment. This MOU may be amended only by written instrument approved by City and BGCGC. Amendments hereto shall be effective as of the date of passage by the municipal governing authority.

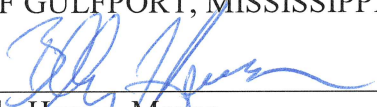
14. Entire Agreement. This MOU constitutes the entire agreement between City and BGCGC relating to the use of the Premises and no prior written or oral covenants or representations relating thereto and not set forth herein shall be binding on either party hereto. This MOU supersedes any covenant appurtenant to or involving the Premises or the property on which it is located.

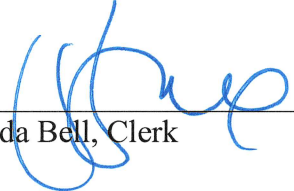
15. Authority and Guarantee. The Undersigned represent that they have full power and authority to enter into this MOU on behalf of the City and BGCGC and that they enter into this MOU, on behalf of said entities, with full knowledge and understanding of the terms and conditions contained herein.

IN WITNESS WHEREOF as duly authorized:

City:

CITY OF GULFPORT, MISSISSIPPI

By: 
Billy Hewes, Mayor

Attest: 
Rashida Bell, Clerk

Dated: January 18, 2023

BGCGC:

BOYS & GIRLS CLUB OF THE GULF COAST

By: 
Keva Scott, Chief Executive Officer

Dated: January 18th, 2023

By: 
Carlos Bell, Board Chairman

Dated: 18 Jan, 2023

Exhibit "A"

The Building located in Block 118 of Original Gulfport which is commonly referred to as the 19th Street Community Center according to the terms of this MOU and reasonable use of the area north of the building for building access. Other than as stated herein, the grounds and outdoor amenities surrounding the aforementioned Building are specifically NOT included in the Premises.

**MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY
MISSISSIPPI MUNICIPALITY AND COUNTY WATER INFRASTRUCTURE GRANT**

**STATE OF MISSISSIPPI
COUNTY OF HINDS**

MDEQ AGREEMENT NO. 154-2-CW-5.5

SUBAWARD AGREEMENT

This document is a Subaward Agreement (this “Agreement”) between the Mississippi Department of Environmental Quality (“MDEQ”), a Pass-through entity as defined in 2 C.F.R. § 200.1, and City of Gulfport, UEI Number: G8SCFJ32K4N5 (“SUBRECIPIENT”, and together with MDEQ, the “Parties”, and each, a “Party”) to provide grant funds for the Work conducted under the Mississippi Municipality and County Water Infrastructure (“MCWI”) Grant Program (the “Program”) as specified in Article 4.

1. SOURCE OF FUNDS

The grant funds provided by this Agreement are made available pursuant to the Municipality and County Water Infrastructure Grant Program Act of 2022 (Miss. Code Ann. § 49-2-131), provided through funds awarded to the State of Mississippi pursuant to the American Rescue Plan Act of 2021 (“ARPA”), Public Law 117-2 (March 11, 2021), provided through the U.S. Department of Treasury pursuant to Federal Award # SLFRP0003 and CFDA No. 21.027 (Coronavirus State and Local Fiscal Recovery Funds) awarded on May 10, 2021, and subsequently to MDEQ through Mississippi Senate Bill 3056, 2022 Regular Session (April 26, 2022) and Mississippi House Bill 1716, 2023 Regular Session (March 22, 2023).

2. PROJECT

Under this Agreement, MDEQ agrees to disburse funds to SUBRECIPIENT in accordance with the terms herein to reimburse the costs associated with SUBRECIPIENT’s implementation of the project entitled “Citywide - Lift Station Rehabilitation” (the “Project”).

3. PURPOSE

The purpose of this Project is to make a necessary investment in an upgrade to SUBRECIPIENT’s infrastructure. The Project is not for Research and Development.

4. SCOPE OF WORK

SUBRECIPIENT shall perform the tasks as described and identified in Attachment A, Scope of Work (the “Work”).

5. TERMS AND CONDITIONS

SUBRECIPIENT is subject to U.S. Treasury’s regulations governing ARPA, and all applicable terms and conditions in 2 C.F.R. Part 200 of the Office of Management and Budget (“OMB”) Uniform Guidance for Grants and Cooperative Agreements, as amended, including

Appendix II to Part 200, and all other OMB circulars, executive orders or other federal laws or regulations applicable to the services provided under this Agreement. All of these terms and conditions of this Agreement apply to SUBRECIPIENT and, as applicable, its Contractors/Contracted Parties.

6. **PERIOD OF PERFORMANCE**

The Period of Performance shall commence upon the execution of this Agreement and shall end on **September 30, 2026**. Costs incurred on March 3, 2021, or thereafter, but prior to the commencement of the Period of Performance may be reimbursed provided MDEQ determines such costs are allowable and eligible. SUBRECIPIENT agrees to complete all tasks included in the Scope of Work within this Period of Performance, unless otherwise specified in writing by MDEQ. If, at any time during the Period of Performance of this Agreement, SUBRECIPIENT determines, based on the Work performed to date, that the Work cannot be completed within the Period of Performance, SUBRECIPIENT shall so notify MDEQ immediately in writing.

Failure to adhere to the requirements placed on MCWI funds can result in termination of this Agreement and may result in a demand for repayment by MDEQ. Moreover, if MDEQ is required to return any funds as a result of misspending on the part of SUBRECIPIENT, MDEQ reserves the right to seek and receive repayment of the amount of funds in question.

7. **CONSIDERATION AND PAYMENT**

A. *Project Cost.* The total Project cost shall not exceed **\$6,613,772.92**, with said amount broken down as follows:

i. MCWI Grant Funds shall not exceed **\$3,055,172.40**;

ii. The Local Fiscal Recovery Funds ("LFRF") received by SUBRECIPIENT from the U.S. Treasury or the Mississippi Department of Finance and Administration used as matching funds in this Agreement shall not exceed **\$3,055,172.40**;

iii. Any LFRF transferred to SUBRECIPIENT from a county or municipality ("Transferred LFRF") shall not exceed **\$0.00**;

iv. Any other funds that SUBRECIPIENT obligates(ed) to the project that are not eligible for MCWI match ("Other Funds") shall not exceed **\$503,428.12**.

B. Professional fees that will be reimbursed with MCWI Grant Funds shall not exceed **\$264,550.92**. This amount is included in, and is not in addition to, the maximum MCWI Grant Funds specified in Article 7.A.i, above and Article 7.C., below.

SUBRECIPIENT understands and acknowledges that the amount of professional fees, as defined in the MCWI Regulations, Rule 1.1 E. (18), that may be matched with MCWI Grant Funds is limited to no more than 4% of the total amount of costs actually

incurred on the Project, which in no case may be more than the total Project cost set forth in Article 7.A., above.

C. *Consideration.* As consideration for the performance of the tasks included in this Agreement, MDEQ agrees to reimburse SUBRECIPIENT an amount not to exceed **Three Million Fifty-Five Thousand One Hundred Seventy-Two Dollars and Forty Cents (\$3,055,172.40)** (the “Maximum Amount”).

MDEQ is under no obligation to provide funds to SUBRECIPIENT if SUBRECIPIENT has not met, or does not continue to meet, minimum federal requirements to receive funds, such as but not limited to, adhering to applicable procurement requirements found in 2 C.F.R. Part 200 *et al.* Moreover, MDEQ bears no responsibility relative to SUBRECIPIENT’s expenditure of its own funds. To that end, in the process of review of documentation for reimbursement, as well as compliance monitoring activities associated with the Program, MDEQ is not responsible or liable for any expenditure made by SUBRECIPIENT with its funds. As such, SUBRECIPIENT is solely responsible for compliance with federal and state requirements associated with its LFRF, its LFRF Transferred Funds, and any other funds it uses towards its Project that are not a part of the MCWI Grant Funds. SUBRECIPIENT must substantiate all expenditures in a compliant manner. MDEQ is under no obligation to reimburse costs incurred that are not demonstrably compliant with federal and state law.

D. *Payment.* Subject to available funding, as set forth in the terms and conditions of this Agreement, MDEQ shall pay all properly invoiced amounts due to SUBRECIPIENT within forty-five (45) days after MDEQ’s receipt of such invoice, except for any amounts disputed by MDEQ in good faith. Legislative approval may be required where MDEQ receives any claim of payment from SUBRECIPIENT that includes Work performed outside a one (1) year period from receipt of such invoice.

i. *Request for Payment.* SUBRECIPIENT shall request payment of funds hereunder for Project costs on a reimbursement basis (such requests, “Reimbursement Requests”), unless otherwise directed by MDEQ. SUBRECIPIENT shall submit Reimbursement Requests and supporting documentation of costs incurred as required by MDEQ to the MCWI Reimbursement Portal, located at <https://www.mswaterinfrastructure.com>. All Reimbursement Requests for time periods ending June 30 of any year, during the Period of Performance under this Agreement, shall be submitted no later than July 31 of that same year. Final invoice(s) shall be submitted to MDEQ no later than September 30, 2026. The Reimbursement Request shall include, at a minimum, breakdowns of personnel, position, dates worked, tasks performed, and totals for contract costs, materials, supplies and equipment, included in the Reimbursement Request. SUBRECIPIENT shall make Reimbursement Requests in accordance with the following procedures and subject to the following terms and conditions:

1. SUBRECIPIENT may make Reimbursement Requests no more frequently than once monthly during the Period of Performance of this Agreement.

2. SUBRECIPIENT shall request payment under this Agreement only for the costs necessary to complete the Scope of Work specifically stated and required under this Agreement.

3. SUBRECIPIENT shall not request payment under this Agreement for other services or other work the SUBRECIPIENT or its contractors may provide under any other Subaward or Contract not related to this Project.

4. SUBRECIPIENT shall provide on each Reimbursement Request the amount of its LFRF, Transferred LFRF and Other Funds expended. SUBRECIPIENT shall also provide the amount requested for professional fees. MDEQ will then determine the amount of MCWI Grant Funds that each Reimbursement Request qualifies for within the Program regulations and procedures.

5. SUBRECIPIENT understands that no payment, including final payment, shall be interpreted as acceptance of defective and incomplete Work, and SUBRECIPIENT shall remain responsible for performance in strict compliance with this Agreement. If MDEQ rejects, condemns or fails to approve any part of the Scope of Work, it may issue a Notice to Cure or terminate this Agreement.

6. MDEQ reserves the right to refuse to pay all or any part of the funds requested in a Reimbursement Request for any of the following reasons: 1) at MDEQ's discretion, the costs SUBRECIPIENT is seeking reimbursement for are not reasonable or necessary for the completion of the Work in this Agreement, 2) at MDEQ's discretion, the costs are ineligible for reimbursement under this Project, 3) at the time the request is submitted SUBRECIPIENT has failed to comply with any term or condition of this Agreement, 4) at the time the request is submitted the SUBRECIPIENT has otherwise failed to perform the Work to date in accordance with the Scope of Work, or 5) at the time the request is submitted the SUBRECIPIENT has otherwise failed to comply with applicable state, federal, or local laws and regulations.

ii. *Indirect Cost Rate.* Reimbursement of indirect costs and/or overhead is not allowed under this Agreement.

E. *Limitations on Expenditures.* MDEQ shall reimburse SUBRECIPIENT only for documented expenditures incurred on or after March 3, 2021: (i) reasonable and necessary to carry out the Scope of Work described in Attachment A; (ii) documented by contracts or other evidence of liability and (iii) incurred in accordance with all applicable requirements for the expenditure of funds payable under this Agreement.

F. *Improper Payments.* Any item of expenditure by SUBRECIPIENT under the terms of this Agreement which is found by auditors, investigators, other authorized

representatives of MDEQ, the U.S. Treasury, the Mississippi State Auditor or other federal or state instrumentality to be improper, unallowable, in violation of federal or state law, or the terms of this Agreement, or involving any fraudulent, deceptive, or misleading representations or activities of SUBRECIPIENT shall become SUBRECIPIENT's liability, and shall be paid solely by SUBRECIPIENT, immediately upon notification of such, from funds other than those provided by MDEQ under this Agreement. This provision shall survive the expiration or termination of this Agreement.

Any funds that are paid by MDEQ to SUBRECIPIENT that are not necessary for the completion of the Work in this Agreement and/or that are deemed ineligible must be returned to MDEQ immediately upon receiving MDEQ's written notification for return of funds.

G. *Clawback.* If funds are expended improperly or if an expense submitted for reimbursement is disallowed or deemed ineligible under federal, state or local laws and regulations, then payments to SUBRECIPIENT may be subject to clawback by MDEQ, the State of Mississippi or the U.S. Treasury.

8. **AMENDMENTS OR MODIFICATION**

This Agreement may only be amended, modified, or supplemented by written agreement signed by the Parties hereto.

9. **PROGRESS REPORTS**

SUBRECIPIENT shall provide required progress reports during the Period of Performance of this Agreement in a format prescribed by MDEQ. These reports shall be submitted in accordance with the following schedule, which may be amended from time to time:

<u>REPORTING PERIOD</u>	<u>DEADLINE</u>
October – December	January 15
January – March	April 15
April – June	July 15
July – September	October 15

This provision shall survive the expiration or termination of this Agreement with respect to any reports which SUBRECIPIENT is required to submit to MDEQ following the expiration or termination of this Agreement.

10. **FAILURE TO TIMELY PERFORM**

SUBRECIPIENT shall take all reasonable measures to ensure MCWI Grant Funds and LFRF used for MCWI matching funds are obligated by 11:59 p.m. on August 30, 2024. SUBRECIPIENT acknowledges and agrees that its failure to obligate MCWI Grant Funds and

LFRF used for MCWI matching funds by 11:59 p.m. on August 30, 2024, may result in MDEQ modifying the MCWI Grant Funds awarded or terminating this Agreement.

If SUBRECIPIENT refuses or fails to perform any of the provisions of this Agreement with such diligence as will ensure its completion within the time specified in this Agreement or any extension thereof authorized by MDEQ or if SUBRECIPIENT otherwise fails to satisfy the Agreement provisions or commits any other substantial breach of this Agreement, MDEQ may notify SUBRECIPIENT in writing of the delay or nonperformance. If such delay or nonperformance is not cured in ten (10) days or any longer time specified in writing by MDEQ, MDEQ may terminate SUBRECIPIENT's right to proceed with the Agreement or such part of the Agreement as to which there has been delay or a failure to perform properly.

Notwithstanding termination of the Agreement and subject to any directions by MDEQ, SUBRECIPIENT shall take timely, reasonable, and necessary action to protect and preserve property in the possession of SUBRECIPIENT in which the State has an interest.

11. FINAL PAYMENT AND REPORT

When SUBRECIPIENT has performed all the Work, SUBRECIPIENT shall transmit to MDEQ a comprehensive report on the Work in a format prescribed by MDEQ (the "Final Report"). The Final Report shall be provided by SUBRECIPIENT to MDEQ within forty-five (45) days of Project completion in a format prescribed by MDEQ. Upon acceptance of Final Report, MDEQ will process final Reimbursement Request.

Upon satisfactory completion of the Work performed under this Agreement, as a condition before final payment under this Agreement or as a termination settlement under this Agreement, SUBRECIPIENT shall certify to MDEQ, on a form provided by MDEQ, that the final payment amount is the remaining amount that SUBRECIPIENT is owed under this Agreement and that no additional payment for its Work under this Project will be submitted for reimbursement. Unless otherwise provided in the Agreement, by state law or otherwise expressly agreed to by the Parties in this Agreement, final payment under this Agreement or settlement upon termination of this Agreement shall not constitute a waiver of MDEQ's claims against SUBRECIPIENT or its sureties under this Agreement.

In consideration of the execution of this Agreement by MDEQ, SUBRECIPIENT agrees that acceptance of final payment from MDEQ will constitute an agreement by SUBRECIPIENT to release and forever discharge MDEQ, its agents, employees, officers, representatives, affiliates, successors and assigns from any and all claims, demands, damages, liabilities, actions, causes of action or suits of any nature whatsoever, which SUBRECIPIENT has at the time of acceptance of final payment or may thereafter have, arising out of, in connection with or in any way relating to any and all injuries and damages of any kind as a result of or in any way relating to this Agreement.

12. FINANCIAL MANAGEMENT AND COMPLIANCE

MDEQ requires that SUBRECIPIENT have in place, prior to the receipt of funds, a financial management system that will be able to isolate and trace every dollar funded under this Agreement from receipt to expenditure and have on file appropriate support documentation for each transaction. Examples of documentation include but are not limited to copies of checks paid

to vendors, vendor invoices, bills of lading, purchase vouchers, payrolls, bank statements and reconciliations, and real property and easement appraisals. Prior to the submittal of any such documentation to MDEQ, SUBRECIPIENT shall redact, in accordance with the definition of "Protected Personally Identifiable Information" ("Protected PII") as defined in 2 C.F.R. § 200.1, all information reflecting an individual's first name or first initial and last name in combination with any one or more of types of information, including, but not limited to, social security number, passport number, credit card numbers, clearances, bank numbers, biometrics, date and place of birth, mother's maiden name, criminal, medical and financial records, educational transcripts. This does not include PII as defined in 2 C.F.R. § 200.1 that is required by law to be disclosed. SUBRECIPIENT and any Contracted Parties (as such term is defined in Article 13 of this Agreement) are limited to the travel rates of the State of Mississippi, including dining and hotels, in place at the time of the expenditure for which reimbursement is sought; and SUBRECIPIENT shall audit any such invoice for same, clearly indicating the actual expense and the adjustment, if any.

SUBRECIPIENT certifies that all information provided to MDEQ or its representatives as part of the initial risk assessment for this Work is complete and accurate. SUBRECIPIENT agrees to submit to and cooperate with MDEQ in any additional risk assessment evaluation and periodic audit procedures to ensure adequate financial management of all funds. Further, SUBRECIPIENT shall continue to implement any recommendations and/or corrective action plan set forth in the report transmitted to SUBRECIPIENT based on the findings of the systems and processes for financial management, a copy of which is attached hereto as Attachment B and incorporated herein in its entirety.

13. CONTRACTS

SUBRECIPIENT shall be responsible for accountability of funds, compliance with Project specifications, and Project management by its contractors. MDEQ shall not bear responsibility for any liability caused or incurred by any contractor in performing Work. MDEQ shall not be deemed by virtue of this Agreement to have any contractual obligation to, or relationship with, any of SUBRECIPIENT's contractors, and the Parties agree and acknowledge that, as between MDEQ and SUBRECIPIENT, all Work shall be deemed to be the responsibility of, and performed by, SUBRECIPIENT. No contractor or other recipient of funds from MDEQ under this Agreement shall be deemed to be an agent, representative, employee or servant of MDEQ in connection with this Agreement. The parties with whom contracts or subaward agreements are entered into by the SUBRECIPIENT shall be referred to herein as "Contractor", "Contracted Party", or "Contracted Parties". In addition to ensuring that its Contracted Parties follow the applicable terms in this Agreement, SUBRECIPIENT shall require all terms and conditions set forth in Attachments A and C attached hereto to be included in all agreements between the SUBRECIPIENT and Contracted Parties, and in all agreements between Contracted Parties and Contracted Parties' contractors/sub-contractors.

14. APPLICABLE LAW

The Agreement shall be governed by and construed in accordance with the laws and regulations of the State of Mississippi and applicable federal law excluding, its conflict of laws provisions, and any litigation with respect thereto shall be brought in the courts of the State.

SUBRECIPIENT shall comply with applicable federal, state, and local laws and regulations, including, but not limited to, the following:

A. *Authorizing Statutes.* Section 603 of the Social Security Act (42 U.S.C. § 803), as added by section 9901 of the American Rescue Plan Act of 2021 (Pub. L. No. 117-2) and the Mississippi Municipality and County Water Infrastructure Grant Program Act of 2022 (Miss. Code Ann. § 49-2-131).

B. *Implementing Regulations.* Subpart A of 31 C.F.R. Part 35 (Coronavirus State and Local Fiscal Recovery Funds), as adopted in the Coronavirus State and Local Fiscal Recovery Funds interim final rule (86 Fed. Reg. 26786, applicable May 17, 2021 through March 31, 2022) and final rule (87 Fed. Reg. 4338, applicable January 27, 2022 through the end of the ARP/CSLFRF award term), and other subsequent regulations implementing Section 603 of the Social Security Act (42 U.S.C. § 803), as well as MDEQ regulations, entitled “Mississippi Commission on Environmental Quality Regulations for the Mississippi Municipality and County Water Infrastructure Grant Program.”

C. *Guidance Documents.* Applicable guidance documents issued from time-to-time by the US Department of Treasury and MDEQ, including the currently applicable version of the *Compliance and Reporting Guidance: State and Local Fiscal Recovery Funds*.¹

D. *Licenses, Certifications, Permits, Accreditation.* SUBRECIPIENT shall obtain and keep current any license, certification, permit, or accreditation required by federal, state, or local law and shall submit to MDEQ proof of any licensure, certification, permit or accreditation upon request.

15. AVAILABILITY OF FUNDS

It is expressly understood and agreed that the obligation of MDEQ to proceed under this Agreement is conditioned upon the availability of the funds from state, federal, and/or other funding sources. If the funds anticipated for the continuing fulfillment of the Agreement are, at any time, not forthcoming or insufficient, either through the failure of the federal government to provide funds or of the State of Mississippi to appropriate funds or the discontinuance or material alteration of the program under which funds were provided or if funds are not otherwise available to MDEQ, MDEQ shall have the right upon ten (10) working days written notice to the SUBRECIPIENT, to terminate this Agreement without damage, penalty, cost or expenses to MDEQ of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.

16. REPRESENTATION REGARDING CONTINGENT FEES

SUBRECIPIENT represents that it has not retained a person to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee.

¹ <https://home.treasury.gov/system/files/136/SLFRF-Compliance-and-Reporting-Guidance.pdf>.

17. **REPRESENTATION REGARDING GRATUITIES**

SUBRECIPIENT represents that it has not violated, is not violating, and promises that it will not violate the prohibition against gratuities set forth in Section 6-204 (Gratuities) of the *Mississippi Public Procurement Review Board Office of Personal Service Contract Review Rules and Regulations* and Section 9.105 (Gratuities) of the Mississippi Procurement Manual.

18. **UNIFORM ADMINISTRATIVE REQUIREMENTS**

SUBRECIPIENT shall comply with the *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, 2 C.F.R. Part 200 (“UG”), as adopted by the Department of Treasury at 2 C.F.R. Part 1000 and as set forth in the Assistance Listing for ARP/CSLFRF (21.027). These requirements dictate how SUBRECIPIENT must administer the Subaward and how MDEQ must oversee SUBRECIPIENT. As a condition of receipt of the grant funds authorized in this Agreement, SUBRECIPIENT agrees to watch the video entitled “American Rescue Plan Act State & Local Fiscal Recovery Funds, Procurement Overview” found at <https://www.mswaterinfrastructure.com>.

The applicable UG provisions are as follows:

- Subpart A, Acronyms and Definitions;
- Subpart B, General Provisions;
- Subpart C, Pre-Federal Award Requirements and Contents of Federal Awards (except 2 C.F.R. §§ 200.204, .205, .210, and .213);
- Subpart D, Post Federal Award Requirements (except 2 C.F.R. §§ 200.305(b)(8) and (9), .308, .309, and .320(c)(4));
- Subpart E, Cost Principles;
- Subpart F, Audit Requirements;
- 2 C.F.R. Part 25 (Universal Identifier and System for Award Management);
- 2 C.F.R. Part 170 (Reporting Subaward and Executive Compensation Information); and
- 2 C.F.R. Part 180 (OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Non-procurement)).

SUBRECIPIENT shall document compliance with UG requirements, including adoption and implementation of all required policies and procedures, within thirty (30) days of the execution of this Agreement and during all subsequent reviews during the term of the Agreement. It is SUBRECIPIENT’s responsibility to comply with all UG requirements. Failure to do so may result in termination of the Agreement by MDEQ.

All real property acquired or improved, and equipment or supplies purchased in whole or in part with MCWI Grant Funds and/or LFRF, must be used, insured, managed, and disposed of in accordance with 2 C.F.R. § 200.311 through 2 C.F.R. § 200.316.

19. **SUBAWARDS**

If SUBRECIPIENT is authorized by MDEQ to make a Subaward, SUBRECIPIENT must include and incorporate the terms and conditions of this Agreement and any attachments, in all lower tier Subawards. Further, SUBRECIPIENT, who makes a Subaward, must follow and carry out all the responsibilities of a Pass-through entity described at 2 C.F.R. Part 200.

20. **COMPLIANCE WITH LAWS**

SUBRECIPIENT understands that MDEQ is an equal opportunity employer and therefore, maintains a policy which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, disability, genetic information, or any other consideration made unlawful by federal, state, or local laws. All such discrimination is unlawful, and SUBRECIPIENT agrees during the Period of Performance of the Agreement that SUBRECIPIENT will strictly adhere to this policy in its employment practices and work performance under this Agreement. SUBRECIPIENT shall comply with, and all activities under this Agreement shall be subject to, all applicable federal, state, and local laws and regulations, as now existing and as may be amended or modified.

SUBRECIPIENT along with any sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d *et seq.*), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this Agreement. Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d *et seq.*, as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this Agreement. Further, SUBRECIPIENT agrees to comply with the provisions of Attachment D to this Agreement.

Nothing contained in this Agreement may be deemed or construed in any way to stop, limit, or impair MDEQ from exercising or performing any regulatory, legislative, governmental, or other powers or functions.

SUBRECIPIENT is required to review and understand the requirements, limitations and restrictions placed upon them under ARPA, including the information provided by the State and Local Fiscal Recovery Fund Final Rule.²

SUBRECIPIENT is required to review and understand the requirements, limitations and restrictions placed upon them under the Mississippi Municipality and County Water Infrastructure Grant Program Act of 2022 (Miss. Code Ann. § 49-2-131).³

² <https://www.govinfo.gov/content/pkg/FR-2022-01-27/pdf/2022-00292.pdf>

³ <http://billstatus.ls.state.ms.us/documents/2023/pdf/SB/2400-2499/SB2444SG.pdf>

SUBRECIPIENT is required to review and understand the requirements, limitations and restrictions placed upon them under the Regulations promulgated by MDEQ.⁴

21. **STOP WORK ORDER**

A. *Order to Stop Work:* MDEQ may, by written order to SUBRECIPIENT at any time and without notice to any surety, require SUBRECIPIENT to stop all or any part of the Work called for by this Agreement. This order shall be for a specified period not exceeding ninety (90) days after the order is delivered to SUBRECIPIENT, unless the Parties agree to any further period. Any such order shall be identified specifically as a stop work order issued pursuant to this clause. Upon receipt of such an order, SUBRECIPIENT shall forthwith comply with its terms and take all reasonable steps to minimize the occurrence of costs allocable to the Work covered by the order during the period of work stoppage. Before the stop work order expires, or within any further period to which the Parties shall have agreed, MDEQ shall either:

- i. cancel the stop work order; or
- ii. terminate the Work covered by such order as provided in the Termination for Default clause or the Termination for Convenience clause of this Agreement.

B. *Cancellation or Expiration of the Order:* If a stop work order issued under this clause is canceled at any time during the period specified in the order or if the period of the order or any extension thereof expires, SUBRECIPIENT shall have the right to resume Work. An appropriate adjustment may be made in the Period of Performance or Maximum Amount, or both, and the Agreement shall be modified in writing accordingly if:

- i. The stop work order results in an increase in the time required for, or in SUBRECIPIENT's cost properly allocable to, the performance of any part of this Agreement; and
- ii. SUBRECIPIENT provides a written claim for such an adjustment within thirty (30) days after the end of the period of work stoppage; provided that MDEQ decides that the facts justify such action and any such claim asserted may be received and acted upon at any time prior to final payment under this Agreement.

C. *Termination of Stopped Work:* If a stop work order is not canceled and the Work covered by such order is terminated for default or convenience, the reasonable costs resulting from the stop work order may be allowed by adjustment or otherwise.

22. **E-PAYMENT**

SUBRECIPIENT agrees to accept all payments in United States currency via the State of Mississippi's electronic payment and remittance vehicle. MDEQ agrees to make payment in

⁴ <https://mswaterinfrastructure.com/wp-content/uploads/2022/07/MCWI-Grant-Program-Regulations-revised-12-16-22.pdf>

accordance with Mississippi law on “Timely Payments for Purchases by Public Bodies,” which generally provides for payment of undisputed amounts by the agency within forty-five (45) days of receipt of invoice. Miss. Code Ann. § 31-7-305.

23. **INTERVENTIONS**

If MDEQ determines that SUBRECIPIENT is not in compliance with this Agreement, MDEQ may initiate an intervention, in accordance with 2 C.F.R. § 200.208 and 2 C.F.R. § 200.339. The degree of SUBRECIPIENT’s performance or compliance deficiency will determine the degree of intervention. All possible interventions are listed below and will depend on the degree of deficiency in SUBRECIPIENT’s performance or compliance deficiency.

If MDEQ determines that an intervention is warranted, it shall provide written notice to SUBRECIPIENT of the intervention within thirty (30) days of the completion of a report review, desk review, onsite review, audit review, or procedures engagement review, or as soon as possible after MDEQ otherwise learns of a compliance or performance deficiency related to the execution of this Agreement. The written notice shall notify SUBRECIPIENT of the following related to the intervention:

- (1) The nature of the additional requirements;
- (2) The reason why the additional requirements are being imposed;
- (3) The nature of the action needed to remove the additional requirement, if applicable;
- (4) The time allowed for completing the actions if applicable; and
- (5) The method for requesting reconsideration of the additional requirements imposed.

MDEQ may impose, but is not limited to, the following interventions on SUBRECIPIENT, based on the level of the compliance or performance deficiency that MDEQ determines:

Level 1 Interventions. These interventions may be required for minor compliance or performance issues:

- (1) SUBRECIPIENT addresses specific internal control, documentation, financial management, compliance, or performance issues within a specified time period; and/or
- (2) More frequent or more thorough reporting by the SUBRECIPIENT; and/or
- (3) More frequent monitoring by MDEQ; and/or
- (4) Required SUBRECIPIENT technical assistance or training.

Level 2 Interventions. These interventions may be required for more serious compliance or performance issues:

- (1) Restrictions on funding payment requests by SUBRECIPIENT; and/or
- (2) Disallowing payments to SUBRECIPIENT; and/or
- (3) Requiring repayment for disallowed cost items; and/or
- (4) Imposing probationary status on SUBRECIPIENT.

Level 3 Interventions. These interventions may be required for significant and/or persistent compliance or performance issues:

- (1) Temporary or indefinite funding suspension to SUBRECIPIENT; and/or
- (2) Nonrenewal of funding to SUBRECIPIENT in subsequent year; and/or
- (3) Terminate funding to SUBRECIPIENT in the current year; and/or
- (4) Initiate legal action against SUBRECIPIENT.

Interventions will remain in place until the underlying performance or compliance deficiency is addressed to the sole satisfaction of MDEQ.

24. E-VERIFICATION

If applicable, SUBRECIPIENT represents and certifies that it will ensure its compliance with the Mississippi Employment Protection Act of 2008 and will register and participate in the status verification system for all newly hired employees. Miss. Code Ann. §§ 71-11-1, *et seq.* The term “employee” as used herein means any person that is hired to perform work within the State. As used herein, “status verification system” means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. SUBRECIPIENT agrees to maintain records of such compliance. Upon request of the State of Mississippi and after approval of the Social Security Administration or Department of Homeland Security, when required, SUBRECIPIENT agrees to provide a copy of each such verification. SUBRECIPIENT further represents and certifies that any person assigned to perform services hereafter meets the employment eligibility requirements of all immigration laws.

25. TRANSPARENCY

This Agreement, including any accompanying exhibits, attachments, and appendices, is subject to the “Mississippi Public Records Act of 1983” and its exceptions. See Miss. Code Ann. §§ 25-61-1 *et seq.* and Miss. Code Ann. § 79-23-1. In addition, this Agreement is subject to the provisions of the Mississippi Accountability and Transparency Act of 2008. Miss. Code Ann. §§ 27-104-151, *et seq.* Unless exempted from disclosure due to a court-issued protective order, a copy of this executed Agreement may be posted to the Department of Finance and Administration’s independent agency Agreement website for public access at <https://www.transparency.mississippi.gov>. Information identified by SUBRECIPIENT as trade secrets or other proprietary information, including confidential vendor information, or any other information which is required to be confidential by state or federal law or outside the applicable freedom of information statutes will be redacted.

26. PAYMODE

Payments by state agencies using the statewide accounting system shall be made and remittance information provided electronically as directed by MDEQ. These payments shall be deposited into the bank account of SUBRECIPIENT’s choice. MDEQ may, at its sole discretion, require SUBRECIPIENT to submit invoices and supporting documentation electronically at any time during the Period of Performance of this Agreement. SUBRECIPIENT understands and

agrees that MDEQ is exempt from the payment of taxes. All payments shall be in United States currency.

27. **TERMINATION**

The Agreement may be terminated as follows:

A. *Termination For Convenience.*

The MDEQ may, when the interests of the State so require, terminate this Agreement in whole or in part, for the convenience of the State. MDEQ shall give written notice of the termination to SUBRECIPIENT specifying the part of the Agreement terminated and when termination becomes effective.

B. *Termination For Default.*

If SUBRECIPIENT refuses or fails to perform any of the provisions of this Agreement with such diligence as will ensure its completion within the time specified in this Agreement or any extension thereof or otherwise fails to satisfy the Agreement provisions or commits any other substantial breach of this Agreement, MDEQ may notify SUBRECIPIENT in writing of the delay or nonperformance, and if not cured in ten (10) days or any longer time specified in writing by MDEQ, MDEQ may terminate SUBRECIPIENT's right to proceed with the Agreement or such part of the Agreement as to which there has been delay or a failure to properly perform.

Notwithstanding termination of the Agreement and subject to any directions by MDEQ, SUBRECIPIENT shall take timely, reasonable, and necessary action to protect and preserve property in the possession of SUBRECIPIENT in which the State has an interest.

C. *Termination Upon Bankruptcy.*

This Agreement may be terminated in whole or in part by MDEQ upon written notice to SUBRECIPIENT, if SUBRECIPIENT should become the subject of bankruptcy or receivership proceedings, whether voluntary or involuntary, or upon the execution by SUBRECIPIENT of an assignment for the benefit of its creditors. In the event of such termination, SUBRECIPIENT shall be entitled to recover just and equitable compensation for satisfactory Work performed under this Agreement, but in no case shall said compensation exceed the total Maximum Amount.

28. **DISPUTES**

Before pleading to any judicial system at any level, SUBRECIPIENT must exhaust all administrative remedies. A written complaint must first be sent to the Executive Director of MDEQ. The decision of the Executive Director shall be reduced to writing and a copy thereof mailed or furnished to SUBRECIPIENT within fourteen (14) days after receipt of information

requested by MDEQ or the Executive Director. If the decision of the Executive Director does not resolve the matter, successive administrative remedies may, at SUBRECIPIENT's option, include bringing the complaint before the Mississippi Commission on Environmental Quality pursuant to Miss. Code Ann. §§ 49-17-35 and -41. In the alternative, at SUBRECIPIENT's option, the decision of the Executive Director may be deemed the final agency action on the complaint. Appeals from the decision of the Executive Director or the Commission shall follow procedures outlined in Miss. Code Ann. § 49-17-41.

29. **ANTI-ASSIGNMENT/CONTRACTING**

SUBRECIPIENT shall not assign, contract, or otherwise transfer this Agreement, in whole or in part without the prior written consent of MDEQ, which MDEQ may, in its sole discretion, approve or deny without reason. Any attempted assignment or transfer of its obligations without such consent shall be null and void. No such approval by MDEQ of any contract shall be deemed in any way to provide for the incurrence of any obligation of MDEQ in excess of the Maximum MCWI Grant Fund amount set forth in this Agreement, nor create any contractual relationship between MDEQ and any Contracted Parties. Contracts shall be subject to the terms and conditions of this Agreement and to any conditions of approval that MDEQ may deem necessary. Subject to the foregoing, this Agreement shall be binding upon the respective successors and assigns of the Parties.

30. **AUTHORITY TO PARTICIPATE IN THIS AGREEMENT**

SUBRECIPIENT certifies and acknowledges it is a Mississippi county, municipality or public utility, as defined in MCWI regulation, Rule 1.1. E. (17), and that it has LFRF to use as match funding for this grant. SUBRECIPIENT further certifies and acknowledges that its entry into and performance under this Agreement is not restricted or prohibited by any loan, security, financing, contractual, or other agreement of any kind; and, notwithstanding any other provision of this Agreement to the contrary, that there are no existing legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under this Agreement.

31. **DEBARMENT AND SUSPENSION**

SUBRECIPIENT certifies to the best of its knowledge and belief, that it, and its Contracted Parties:

A. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transaction by any federal department or agency or any political subdivision or agency of the State of Mississippi;

B. have not, within a three (3) year period preceding this Agreement, been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or Agreement or Contract under a public transaction;

C. have not, within a three (3) year period preceding this Agreement, been convicted of or had a civil judgment rendered against it for a violation of federal or state

antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

D. are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of these offenses enumerated in Article 31. B. and Article 31. C., above; and

E. have not, within a three (3) year period preceding this Agreement, had one or more public transactions (federal, state, or local) terminated for cause or default.

32. **FAILURE TO ENFORCE**

Failure by MDEQ, at any time, to enforce the provisions of this Agreement shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of this Agreement or any part thereof or the right of MDEQ to enforce any provision at any time in accordance with its terms.

33. **INDEMNIFICATION**

SUBRECIPIENT agrees to maintain responsibility for the Project and agrees to provide proper operation and maintenance of all facilities for the life of the Project. SUBRECIPIENT's tort liability, if it is an entity of the State of Mississippi, is determined and controlled in accordance with Miss. Code Ann. §§ 11-46-1 *et seq.*, including all defenses and exceptions contained therein. Nothing in this Agreement shall have the effect of changing or altering this liability or of eliminating any defense available to the State under statute.

To the extent allowed by state law, SUBRECIPIENT agrees to indemnify and save, release and hold harmless the State of Mississippi, the Commission on Environmental Quality, MDEQ, all of their employees and officers, and MDEQ's contractors from and against any and all claim, demand, cause of action, liability, loss, damage, injury, suit, judgment, debt and cost, including attorney's fees or expenses on the part of SUBRECIPIENT, their agents or employees or any other parties arising out of or incident to, any and all Work under the terms of this Agreement.

34. **SUBRECIPIENT STATUS**

SUBRECIPIENT shall, during the entire Period of Performance of this Agreement, be construed to be an independent SUBRECIPIENT. Nothing in this Agreement is intended to nor shall be construed to create an employer-employee relationship or a joint venture relationship.

SUBRECIPIENT represents that it is qualified to perform the duties to be performed under this Agreement and that it has, or will secure, if needed, at its own expense, applicable personnel who are qualified to perform the duties required under this Agreement. Such personnel shall not be deemed in any way, directly or indirectly, expressly or by implication, to be employees of MDEQ.

Any person assigned by SUBRECIPIENT to perform the services hereunder shall be an employee or independent contractor of SUBRECIPIENT, who shall have the sole right to hire and discharge its employees and/or independent contractors under this Agreement.

SUBRECIPIENT shall pay, when due, all salaries and wages of its employees and accepts exclusive responsibility for the payment of federal income tax, state income tax, social security, unemployment compensation and any other withholdings that may be required. This provision is solely for the benefit of MDEQ, and nothing herein shall be construed to create or impose any contractual or agency relationship between MDEQ and SUBRECIPIENT'S contractors, subcontractors, employees or agents.

35. **INSURANCE**

SUBRECIPIENT and its Contracted Parties agree to and shall maintain insurance that is required by applicable state, federal, and local laws and regulations.

36. **ENTIRE AGREEMENT**

This Agreement, including all attachments, represents the entire and integrated agreement between the Parties hereto and supersedes all prior negotiations, representations or agreements, irrespective of whether written or oral. This Agreement may be altered, amended, or modified only by a written document executed by MDEQ and SUBRECIPIENT. SUBRECIPIENT acknowledges that it has thoroughly read this Agreement and all its attachments and has had the opportunity to receive competent advice and counsel necessary for it to form a full and complete understanding of all rights and obligations herein.

37. **ORAL STATEMENTS**

No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in this Agreement. All modifications to the Agreement must be made in writing by the MDEQ and agreed to by SUBRECIPIENT.

38. **RECORD RETENTION AND ACCESS TO RECORDS**

Provided SUBRECIPIENT is given reasonable advance written notice and such inspection is made during normal business hours of SUBRECIPIENT, the Government Accountability Office, MDEQ, the State or any duly authorized representatives shall have unimpeded, prompt access to any of SUBRECIPIENT's books, documents, papers, and other records which are maintained or produced as a result of the Project for the purpose of making audits, investigations, examinations, excerpts, transcriptions, and copies of such documents. This right also includes timely and reasonable access to the SUBRECIPIENT's personnel for the purpose of interview and discussion related to such documents. All records related to this Agreement shall be retained by SUBRECIPIENT for a minimum of ten (10) years after final payment is made under this Agreement and all pending matters are closed; however, if any audit, litigation or other action arising out of or related in any way to this Project is commenced before the end of the ten (10) year period, the records shall be retained for one (1) year after all issues arising out of the action are finally resolved or until the end of the ten (10) year period, whichever is later.

SUBRECIPIENT is not required to retain the above-mentioned records for the ten-year period prescribed in this Article and Article 39 only if all of the following conditions are satisfied:

A. SUBRECIPIENT has provided all of the documents described above and in the "Right to Audit" provision to MDEQ prior to the expiration of the ten (10) year retention period and a certification stating the same is simultaneously provided in writing to MDEQ;

B. No audit, litigation or other action arising out of or related in any way to this Project is commenced before SUBRECIPIENT provides the records and corresponding certification to MDEQ, in which case, SUBRECIPIENT shall retain the records until all issues arising out of the action are finally resolved; and

C. SUBRECIPIENT provides MDEQ a minimum of thirty (30) days written notice before providing the above-mentioned records and corresponding certification.

39. **RIGHT TO AUDIT**

SUBRECIPIENT shall maintain all financial records, including electronic financial records, as may be prescribed by the MDEQ or by applicable federal and state laws, rules, and regulations. SUBRECIPIENT shall retain these records for a period of ten (10) years after final payment. These records shall be made available during the term of the Agreement and the subsequent ten (10) year period for examination, transcription, and audit by MDEQ, the Mississippi State Auditor's Office, its designees, or other authorized bodies, including the Office of Inspector General. If any litigation, claim, investigation, or audit relating to this Agreement or an activity funded under the Agreement is started before the expiration of the ten (10) year period, the records must be retained until all litigation, claims, investigations, or audit findings involving the records have been resolved and final action taken.

40. **RIGHT TO INSPECT WORK; ACCESS**

MDEQ and their representatives, invitees, and consultants shall have access and the right to conduct announced and unannounced onsite and offsite physical visits to inspect all Work hereunder. Notwithstanding any review or inspection by MDEQ and their representatives, invitees, and consultants, SUBRECIPIENT shall not be relieved of its responsibility for performance of the Work or the submission of reports as expressly set forth in this Agreement solely by virtue of such inspection or review of the Work. SUBRECIPIENT shall provide MDEQ and its representatives, invitees, and consultants with the opportunity to participate in site inspections, meetings, and/or teleconferences, as appropriate, related to SUBRECIPIENT's performance of the Work.

41. **SEVERABILITY**

If any part of this Agreement is declared to be invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision of the Agreement that can be given effect without the invalid or unenforceable provision, and to this end the provisions hereof are severable. In such event, the Parties shall amend the Agreement as necessary to reflect the original intent of the Parties and to bring any invalid or unenforceable provisions in compliance with applicable law.

42. **THIRD PARTY ACTION NOTIFICATION**

SUBRECIPIENT shall give the MDEQ prompt notice in writing of any action or suit filed, and prompt notice of any claim made against SUBRECIPIENT by any entity that may result in litigation related in any way to this Agreement.

43. **CERTIFICATIONS**

SUBRECIPIENT's execution of this Agreement shall be deemed as acknowledgement, guarantee and certification by SUBRECIPIENT of the following:

A. SUBRECIPIENT has sufficient LFRF in its possession that it will use to match MCWI Grant Funds.

B. SUBRECIPIENT will follow and abide by all ARPA guidelines, guidance, rules, regulations, and other criteria, as may be amended from time to time, by the U.S. Treasury regarding the use of monies under this Agreement.

C. As required in Attachment A, Article (1) a., SUBRECIPIENT's Authorized Representative, or his/her designee has watched the video on the MDEQ <https://www.mswaterinfrastructure.com> web-page entitled "American Rescue Plan Act State & Local Fiscal Recovery Funds, Procurement Overview."

D. All of SUBRECIPIENT's LFRF used as MCWI matching funds, as well as MCWI Grant Funds received by SUBRECIPIENT, have been or will be used for the Project detailed in this Agreement.

E. Upon request by MDEQ, SUBRECIPIENT will provide an Intergovernmental Review Certification as detailed in the MCWI Regulations.

F. SUBRECIPIENT will obligate all MCWI Grant Funds and LFRF funds used for MCWI matching funds by 11:59 p.m. on August 30, 2024.

G. If SUBRECIPIENT does not complete the Project by December 31, 2026, SUBRECIPIENT acknowledges and agrees to complete the Project with other funds.

44. **WAIVER**

No delay or omission by either Party to this Agreement in exercising any right, power, or remedy hereunder or otherwise afforded by Agreement, at law, or in equity shall constitute an acquiescence therein, impair any other right, power or remedy hereunder or otherwise afforded by any means, or operate as a waiver of such right, power, or remedy. No waiver by either Party to this Agreement shall be valid unless set forth in writing by the Party making said waiver. No waiver of or modification to any term or condition of this Agreement will void, waive, or change any other term or condition. No waiver by one Party to this Agreement of a default by the other Party will imply, be construed as or require waiver of future or other defaults.

45. **COMPLIANCE WITH MISS. CODE ANN. § 31-5-37**

If applicable, SUBRECIPIENT shall ensure that Contracted Parties and bidders solicited for contract awards pursuant to this Agreement comply with the requirements of Miss. Code. Ann. § 31-5-37. SUBRECIPIENT shall require all bidders for any contract of Five Thousand Dollars (\$5,000.00) or more procured or to be procured with funds received pursuant to this Agreement to submit a certification with their bid that said bidder will comply with the provisions of Miss. Code. Ann. § 31-5-37. In addition, within seven (7) days of any such contract award procured or to be procured with funds received pursuant to this Agreement, SUBRECIPIENT shall require the Contracted Party to submit to both SUBRECIPIENT and the Mississippi Department of Employment Security ("MDES") an employment plan which conforms to the requirements contained in Miss. Code. Ann. § 31-5-37(2).

From the date written notice of any such contract award is received and until ten (10) business days after the receipt of the employment plan by MDES, the Contracted Party and any subcontractors shall not hire any personnel to fill vacant positions for the project except residents of the State of Mississippi who are to be verified by MDES and/or those qualified individuals who are submitted by MDES. However, the Contracting Party or contractor is authorized to employ Mississippi residents to begin work immediately if such persons are verified by MDES after employment by the Contracting Party or contractor. SUBRECIPIENT shall vacate the contract award in the event the Contracting Party fails to comply with the provisions of Miss. Code Ann. § 31-5-37.

46. **CONFLICT OF INTEREST**

SUBRECIPIENT shall immediately notify MDEQ in writing of any potential conflict of interest resulting from the representation of or service to other clients or otherwise affecting this Agreement in any way. If any such conflict occurs before it is discovered, SUBRECIPIENT shall notify MDEQ of such conflict within five (5) working days of such discovery. If such conflict cannot be resolved to MDEQ's satisfaction, MDEQ reserves the right to terminate this Agreement per the "Termination for Convenience" clause.

47. **SUCCESSORS AND ASSIGNS**

This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective permitted successors and permitted assigns.

48. **NO THIRD-PARTY BENEFICIARIES**

This Agreement is for the sole benefit of the Parties hereto and their respective successors and permitted assigns, and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

49. **EVALUATION**

SUBRECIPIENT agrees to assist and cooperate with the MDEQ or its duly designated representatives in the monitoring of the Project(s) to which the Agreement relates, and to provide

in form and manner approved by MDEQ such monitoring reports, progress reports, and the like as may be required and to provide such reports at the times specified.

Further, SUBRECIPIENT agrees to cooperate with MDEQ or its duly designated representatives by providing timely responses to all reasonable requests for information to assist in evaluation of the accomplishments of the Project and the agreement for a period of ten (10) years after the date on which the Final Reports are provided.

50. **VENUE**

Venue for the resolution of any dispute, according to Article 28 of this Agreement, shall be before the Mississippi Commission on Environmental Quality if pursuing an administrative appeal, and venue for any subsequent litigation shall be in the Chancery Court of Hinds County, Mississippi.

51. **HEADINGS**

The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.

52. **NOTICES**

Unless otherwise specified in the Agreement, all notices, requests, consents, claims, demands, waivers and other communications hereunder shall be in writing and shall be deemed to have been given (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by facsimile or e-mail of document(s) (with confirmation of transmission) if sent during normal business hours of the recipient, and on the next business day if sent after normal business hours of the recipient; or (d) on the third day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Such communications must be sent to the respective Parties at the following addresses (or at such other address for a Party as shall be specified in a notice given in accordance with this subsection):

If to MDEQ:	Attention: MCWI Contract Administration 515 East Amite Street P.O. Box 2249 Jackson, MS 39201 E-mail: MCWIdocuments@mdeq.ms.gov
-------------	--

If to SUBRECIPIENT:	Attention: Mayor Billy Hewes P.O. Box 1780 Gulfport, MS 39502 Phone: (228) 868-5801 E-mail: mayorsoffice@gulfport-ms.gov
---------------------	---

53. **COUNTERPARTS**

Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same Agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

[SIGNATURE PAGE FOLLOWS]

For the faithful performance and consideration provided under the terms of this Agreement, the Parties hereto have caused this Agreement to be executed by their undersigned authorized representatives.

MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY

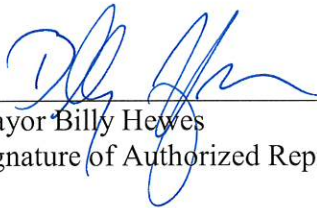


Chris Wells
Executive Director

7/5/23

Date

CITY OF GULFPORT



Mayor Billy Hewes
Signature of Authorized Representative

Billy Hewes

Billy Hewes
Printed Name

Mayor

Title

June 7, 2023

Date

ATTACHMENT A

PROJECT NAME, SCOPE OF WORK AND PROJECT TIMELINE AND REQUIREMENTS

PROJECT NAME

Citywide - Lift Station Rehabilitation

SCOPE OF WORK

The Project shall be defined as eligible activities funded in whole or in part under this Agreement as follows:

The Project includes rehabilitation of existing sewer pump stations located inside the City limits of Gulfport.

The general Scope of Work to be performed by SUBRECIPIENT is limited to that which was submitted in the MCWI Application Portal and approved for funding in accordance with the MCWI Program Regulations. SUBRECIPIENT hereby agrees that no additional eligible scope may be added to this Scope of Work without the express written consent of MDEQ. The Scope of Work eligible for reimbursement is limited to that identified as eligible by MDEQ and further described by plans, specifications, contract documents, and contract change orders approved as eligible by MDEQ.

PROJECT TIMELINE AND REQUIREMENTS

(1) SUBRECIPIENT agrees to the following schedule.

- a. Within 10 days of execution of this Agreement, SUBRECIPIENT's Authorized Representative, or his/her designee shall watch the video on the MDEQ <https://www.mswaterinfrastructure.com> web-page entitled "American Rescue Plan Act State & Local Fiscal Recovery Funds, Procurement Overview." The web-page will track compliance with this requirement;
- b. On or about October 2, 2023, submit a complete set of plans, specifications, contract documents on each construction contract, and all applicable permits and agency approvals, if not already submitted to MDEQ;
- c. On or about October 16, 2023, advertise each construction contract for bids;
- d. On or about November 30, 2023, but no later than 45 days after advertisement for construction bids on each construction contract, receive bids;

- e. No later than 60 days after receipt of bids on each construction contract, execute construction contract;
- f. No later than 15 days after execution of construction contract, submit the entire procurement file (including but not limited to the request for proposals, evidence of publication, MBE/WBE documentation, all received bids, evaluation and selection documentation, executed construction contracts, and professional services contracts);
- g. No later than 60 days after execution of each construction contract, execute and submit a copy of the notice to proceed;
- h. No later than 5 business days after the estimated completion of 25% of construction, submit a notice to MDEQ of such milestone;
- i. No later than 5 business days after the estimated completion of 50% of construction, submit a notice to MDEQ of such milestone;
- j. No later than 5 business days after the estimated completion of 75% of construction, submit a notice to MDEQ of such milestone;
- k. No later than 5 business days after completion of each construction contract, notify MDEQ of construction completion;
- l. No later than 30 days after the contract completion date on each construction contract, submit all change orders which include time extensions, or a request and justification for delaying MDEQ's final construction observation;
- m. Within 45 days of Project completion, but no later than September 30, 2026, whichever is earlier, unless an extension of this date is specifically authorized by MDEQ, SUBRECIPIENT must submit the following: Final Report, as listed in Article 11, the engineer's certification of compliance with plans, specifications, and contract documents; final professional services contract amendments, if any; and all other administrative forms and documents required by the Agreement.

(2) To the extent any documents required to be submitted in Attachment A, Article (1) above were submitted with the MCWI Grant Application through the Application Portal, the documents do not need to be resubmitted.

(3) All documents required to be submitted in Attachment A, Article (1) above, shall be uploaded to the Documents Portal at <https://www.mswaterinfrastructure.com>.

ATTACHMENT B

SYSTEMS AND PROCESSES FOR FINANCIAL MANAGEMENT RECOMMENDATIONS AND/OR CORRECTIVE ACTION PLAN

An evaluation for the assessment of uncontrolled risks of the SUBRECIPIENT's systems and processes for financial management was performed as of part of the initial subaward process by MDEQ, acting on behalf of the State of Mississippi, as administrator of this Subaward Agreement. MDEQ requests the SUBRECIPIENT provide the following information to MDEQ as part of observations made during the evaluation. MDEQ reserves the right to re-evaluate the assessment of uncontrolled risks upon subsequently identified facts:

1. SUBRECIPIENT agrees to provide MDEQ with a copy of their annual audited financial statements within 60 days of the report release date throughout the Period of Performance.
2. SUBRECIPIENT agrees to promptly notify MDEQ of any significant changes made to the SUBRECIPIENT's current policies and procedures that would impact financial management systems and processes, specifically those communicated as part of the evaluation, from which the current residual risk levels were derived.
3. SUBRECIPIENT agrees to promptly notify MDEQ of any level of fraud or abuse discovered within the organization without regard to materiality that is related to the operation of the Project, as well as other pervasive deficiencies identified for grant management practices from any source, both external and internal, throughout the program performance period.
4. If deficiencies, significant deficiencies and/or material weaknesses are reported to the SUBRECIPIENT, as part of any assurance, attestation, or monitoring engagement during the program performance period, SUBRECIPIENT agrees to provide its response(s) and/or corrective action plan(s) to MDEQ so that prompt action can be taken by MDEQ to mitigate any elevated level of uncontrolled risk that could potentially impact MDEQ's or the SUBRECIPIENT's ability to comply with Federal Award and/or subaward requirements.
5. SUBRECIPIENT agrees that MDEQ has the right to perform monitoring procedures as deemed appropriate by MDEQ based on the assessed risk of noncompliance.

ATTACHMENT C

SUBAWARD TERMS AND CONDITIONS FOR CONTRACTED PARTIES

1. AUTHORITY TO PARTICIPATE IN THIS AGREEMENT

The Contracted Party certifies that (a) it is either a 1) state agency, 2) a validly organized business that is authorized to do business in the state of Mississippi, 3) a nongovernmental organization, or 4) a political subdivision of the state of Mississippi with valid authority to enter into this agreement and; (b) entry into and performance under this agreement is not restricted or prohibited by any loan, security, financing, contractual, or other agreement of any kind; and (c) notwithstanding any other provision of this Agreement to the contrary, that there are no existing legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under this agreement.

2. DEBARMENT AND SUSPENSION

Contractor/Contracted Parties certifies to the best of its knowledge and belief, that it:

A. is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transaction by any federal department or agency or any political subdivision or agency of the State of Mississippi;

B. has not, within a three (3) year period preceding this Agreement, been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction;

C. has not, within a three (3) year period preceding this Agreement, been convicted of or had a civil judgment rendered against it for a violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

D. is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of these offenses enumerated in Article 2.B. and Article 2.C., above; and,

E. has not, within a three (3) year period preceding this Agreement, had one or more public transactions (federal, state, or local) terminated for cause or default.

This agreement is subject to 31 C.F.R. Part 19.

3. INDEMNIFICATION

To the extent allowed by state law, Contracted Party agrees to indemnify and save, release and hold harmless the State of Mississippi, the Commission on Environmental Quality, MDEQ, all of their employees and officers, and the Department's contractors from and against any and all

claim, demand, cause of action, liability, loss, damage, injury, suit, judgment, debt and cost, including attorney's fees or expenses on the part of any Contracted Party, their agents or employees or any other parties arising out of or incident to, any and all Work under the terms of this Agreement.

4. RELATIONSHIP STATUS

The Contracted Party acknowledges and agrees that MDEQ is not a party, in any manner whatsoever, to any contract between the SUBRECIPIENT and the construction contractor(s), engineer(s), attorney(s), equipment supplier(s), contractor(s), or between any other parties of any kind whatsoever (hereinafter collectively referred to as "vendor"). The SUBRECIPIENT and Contracted Party also acknowledge and agree that any benefit to vendors contracting with the SUBRECIPIENT or Contracted Parties arising from or associated with this Agreement is strictly incidental and all such vendors are not and are not intended to be considered as third-party beneficiaries under any agreement between MDEQ and the SUBRECIPIENT.

Upon execution of any contract between the SUBRECIPIENT and any other party in regard to the project, MDEQ does not assume any authorities, duties, responsibilities, or liabilities under such contract. The SUBRECIPIENT and Contracted Party shall not have any authority to bind or otherwise obligate MDEQ, directly or indirectly, under any contract or agreement between the SUBRECIPIENT and any other party. The SUBRECIPIENT, Contracted Party and its vendors acknowledge and agree that any action taken by MDEQ in its role of grantor, or in its separate and distinct role as regulator shall not in any way change or alter its position as that of grantor.

MDEQ does not have any authority, duty, responsibility, or liability in contract claims or dispute identification, negotiation, resolution, or any other actions regarding contract claims under the contract(s) between the SUBRECIPIENT and any other party. The SUBRECIPIENT and the Contracted Party acknowledge and agree that MDEQ is not obligated to review, comment on, approve, or discuss the merits of any contract claims presented by or to any party. Any MDEQ reviews, approvals, observations, presence at meetings, written communications, verbal communications or other actions are not to be interpreted as addressing the merits of any claims, nor are they to be construed as interpreting the contract between the SUBRECIPIENT and the Contracted Party or any other parties.

5. ACCESS TO RECORDS

Provided Contracted Party is given reasonable advance written notice and such inspection is made during normal business hours of Contracted Party, then the Government Accountability Office, MDEQ, the State or any duly authorized representatives shall have unimpeded, prompt access to any of Contracted Party's books, documents, papers, and other records which are maintained or produced as a result of the Project for the purpose of making audits, investigations, examinations, excerpts, transcriptions, and copies of such documents. This right also includes timely and reasonable access to the Contracted Party's personnel for the purpose of interview and discussion related to such documents. All records related to this Agreement shall be retained by Contracted Party for a minimum of ten (10) years after final payment is made under this Agreement and all pending matters are closed; however, if any audit, litigation or other action arising out of or related in any way to this Project is commenced before the end of the ten (10) year period, the

records shall be retained for one (1) year after all issues arising out of the action are finally resolved or until the end of the ten (10) year period, whichever is later.

Contracted Party is not required to retain the above-mentioned records for the ten (10) year period prescribed in this Section and the "Right to Audit" provision only if all of the following conditions are satisfied:

A. Contracted Party has provided all of the documents described above and in the "Right to Audit" provision to MDEQ prior to the expiration of the ten (10) year retention period and a certification stating the same is simultaneously provided in writing to MDEQ;

B. No audit, litigation or other action arising out of or related in any way to this Project is commenced before Contracted Party provides the records and corresponding certification to MDEQ, in which case, Contracted Party shall retain the records until all issues arising out of the action are finally resolved; and

C. Contracted Party provides MDEQ a minimum of thirty (30) days written notice before providing the above-mentioned records and corresponding certification.

6. RECORD RETENTION AND RIGHT TO AUDIT

The Contracted Party shall maintain and retain books, documents, papers, financial records and other records, including electronic records, as may be prescribed by the MDEQ or by applicable federal and state laws, rules, and regulations. Contracted Party shall retain these records for a period of ten (10) years after final payment. These records shall be made available during the term of the Agreement and the subsequent ten (10) year period for examination, transcription, and audit by MDEQ, the Mississippi State Auditor's Office, its designees, or other authorized bodies, including the Office of Inspector General. If any litigation, claim, investigation, or audit relating to this Agreement or an activity funded under the Agreement is started before the expiration of the ten (10) year period, the records must be retained until all litigation, claims, investigations, or audit findings involving the records have been resolved and final action taken.

7. RIGHT TO INSPECT WORK; SITE ACCESS

MDEQ and their representatives, invitees, and consultants shall have access and the right to conduct announced and unannounced onsite and offsite physical visits to inspect all Work hereunder. Upon request by MDEQ, Contracted Party shall provide MDEQ and its representatives, invitees, and consultants with the opportunity to participate in site inspections, meetings, and/or teleconferences, as appropriate, related to the performance of the Work.

8. CONFLICT OF INTEREST

The Contracted Party covenants that he presently has no interest and shall not acquire any interest direct or indirect in the Project that is the subject to this Agreement or any parcels therein, where applicable, or any other interest which would conflict in any manner or degree with the performance of his services hereunder. The Contracted Party further covenants that, in the performance of this agreement, no person having any such interest shall be employed.

The Contracted Party agrees to establish safeguards to prohibit employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have a family, business, or other tie.

9. COOPERATION AND EVALUATION

The Contracted Party agrees to assist and cooperate with the MDEQ or its duly designated representatives in the monitoring of the Project(s) to which the Agreement relates, and to provide in form and manner approved by MDEQ such monitoring reports, progress reports, and the like as may be required and to provide such reports at the times specified.

Further, the Contracted Party agrees to cooperate with MDEQ or its duly designated representatives by providing timely responses to all reasonable requests for information to assist in evaluation of the accomplishments of the Project and the agreement for a period of ten (10) years after the date on which the Final Reports are provided.

ATTACHMENT D

ASSURANCES OF COMPLIANCE WITH CIVIL RIGHTS REQUIREMENTS

ASSURANCE OF COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

As a condition of receipt of federal financial assistance from the Department of the Treasury, SUBRECIPIENT provides the assurances stated herein. The federal financial assistance may include federal grants, loans and contracts to provide assistance to SUBRECIPIENT's beneficiaries, the use or rent of Federal land or property at below market value, Federal training, a loan of Federal personnel, subsidies, and other arrangements with the intention of providing assistance. Federal financial assistance does not encompass contracts of guarantee or insurance, regulated programs, licenses, procurement contracts by the Federal government at market value, or programs that provide direct benefits.

The assurances apply to all federal financial assistance from or funds made available through the Department of the Treasury, including any assistance that SUBRECIPIENT may request in the future.

The Civil Rights Restoration Act of 1987 provides that the provisions of the assurances apply to all of the operations of SUBRECIPIENT's program(s) and activity(ies), so long as any portion of SUBRECIPIENT's program(s) or activity(ies) is federally assisted in the manner prescribed above.

1. SUBRECIPIENT ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal financial assistance, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d *et seq.*), as implemented by the Department of the Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166, directives, circulars, policies, memoranda, and/or guidance documents.

2. SUBRECIPIENT acknowledges that Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency," seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English proficiency (LEP). SUBRECIPIENT understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury's implementing regulations. Accordingly, SUBRECIPIENT shall initiate reasonable steps, or comply with the Department of the Treasury's directives, to ensure that LEP persons have meaningful access to its programs, services, and activities. SUBRECIPIENT understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in SUBRECIPIENT's programs, services, and activities.

3. SUBRECIPIENT agrees to consider the need for language services for LEP persons when SUBRECIPIENT develops applicable budgets and conducts programs, services, and activities. As a resource, the Department of the Treasury has published its LEP guidance at 70 FR 6067. For more information on taking reasonable steps to provide meaningful access for LEP persons, please visit <http://www.lep.gov>.

4. SUBRECIPIENT acknowledges and agrees that compliance with the assurances constitutes a condition of continued receipt of federal financial assistance and is binding upon SUBRECIPIENT and SUBRECIPIENT's successors, transferees, and assignees for the period in which such assistance is provided.

5. SUBRECIPIENT understands and agrees that if any real property or structure is provided or improved with the aid of federal financial assistance by the Department of the Treasury, this assurance obligates SUBRECIPIENT, or in the case of a subsequent transfer, the transferee, for the period during which the real property or structure is used for a purpose for which the federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is provided, this assurance obligates SUBRECIPIENT for the period during which it retains ownership or possession of the property.

6. SUBRECIPIENT shall cooperate in any enforcement or compliance review activities by the Department of the Treasury of the aforementioned obligations. Enforcement may include investigation, arbitration, mediation, litigation, and monitoring of any settlement agreements that may result from these actions. SUBRECIPIENT shall comply with information requests, on-site compliance reviews and reporting requirements.

7. SUBRECIPIENT shall maintain a complaint log and inform the Department of the Treasury of any complaints of discrimination on the grounds of race, color, or national origin, and limited English proficiency covered by Title VI of the Civil Rights Act of 1964 and implementing regulations and provide, upon request, a list of all such reviews or proceedings based on the complaint, pending or completed, including outcome. SUBRECIPIENT also must inform the Department of the Treasury if SUBRECIPIENT has received no complaints under Title VI.

8. SUBRECIPIENT must provide documentation of an administrative agency's or court's findings of non-compliance of Title VI and efforts to address the non-compliance, including any voluntary compliance or other agreements between the SUBRECIPIENT and the administrative agency that made the finding. If SUBRECIPIENT settles a case or matter alleging such discrimination, SUBRECIPIENT must provide documentation of the settlement. If SUBRECIPIENT has not been the subject of any court or administrative agency finding of discrimination, please so state.

**MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY
MISSISSIPPI MUNICIPALITY AND COUNTY WATER INFRASTRUCTURE GRANT**

**STATE OF MISSISSIPPI
COUNTY OF HINDS**

MDEQ AGREEMENT NO. 156-2-CW-5.5

SUBAWARD AGREEMENT

This document is a Subaward Agreement (this “Agreement”) between the Mississippi Department of Environmental Quality (“MDEQ”), a Pass-through entity as defined in 2 C.F.R. § 200.1, and City of Gulfport, UEI Number: G8SCFJ32K4N5 (“SUBRECIPIENT”, and together with MDEQ, the “Parties”, and each, a “Party”) to provide grant funds for the Work conducted under the Mississippi Municipality and County Water Infrastructure (“MCWI”) Grant Program (the “Program”) as specified in Article 4.

1. SOURCE OF FUNDS

The grant funds provided by this Agreement are made available pursuant to the Municipality and County Water Infrastructure Grant Program Act of 2022 (Miss. Code Ann. § 49-2-131), provided through funds awarded to the State of Mississippi pursuant to the American Rescue Plan Act of 2021 (“ARPA”), Public Law 117-2 (March 11, 2021), provided through the U.S. Department of Treasury pursuant to Federal Award # SLFRP0003 and CFDA No. 21.027 (Coronavirus State and Local Fiscal Recovery Funds) awarded on May 10, 2021, and subsequently to MDEQ through Mississippi Senate Bill 3056, 2022 Regular Session (April 26, 2022) and Mississippi House Bill 1716, 2023 Regular Session (March 22, 2023).

2. PROJECT

Under this Agreement, MDEQ agrees to disburse funds to SUBRECIPIENT in accordance with the terms herein to reimburse the costs associated with SUBRECIPIENT’s implementation of the project entitled “Debuys Road Sewer Pump Station - Force Main Connection to West Biloxi Wastewater Treatment Plant” (the “Project”).

3. PURPOSE

The purpose of this Project is to make a necessary investment in an upgrade to SUBRECIPIENT’s infrastructure. The Project is not for Research and Development.

4. SCOPE OF WORK

SUBRECIPIENT shall perform the tasks as described and identified in Attachment A, Scope of Work (the “Work”).

5. TERMS AND CONDITIONS

SUBRECIPIENT is subject to U.S. Treasury’s regulations governing ARPA, and all applicable terms and conditions in 2 C.F.R. Part 200 of the Office of Management and Budget

(“OMB”) Uniform Guidance for Grants and Cooperative Agreements, as amended, including Appendix II to Part 200, and all other OMB circulars, executive orders or other federal laws or regulations applicable to the services provided under this Agreement. All of these terms and conditions of this Agreement apply to SUBRECIPIENT and, as applicable, its Contractors/Contracted Parties.

6. **PERIOD OF PERFORMANCE**

The Period of Performance shall commence upon the execution of this Agreement and shall end on **September 30, 2026**. Costs incurred on March 3, 2021, or thereafter, but prior to the commencement of the Period of Performance may be reimbursed provided MDEQ determines such costs are allowable and eligible. SUBRECIPIENT agrees to complete all tasks included in the Scope of Work within this Period of Performance, unless otherwise specified in writing by MDEQ. If, at any time during the Period of Performance of this Agreement, SUBRECIPIENT determines, based on the Work performed to date, that the Work cannot be completed within the Period of Performance, SUBRECIPIENT shall so notify MDEQ immediately in writing.

Failure to adhere to the requirements placed on MCWI funds can result in termination of this Agreement and may result in a demand for repayment by MDEQ. Moreover, if MDEQ is required to return any funds as a result of misspending on the part of SUBRECIPIENT, MDEQ reserves the right to seek and receive repayment of the amount of funds in question.

7. **CONSIDERATION AND PAYMENT**

A. *Project Cost.* The total Project cost shall not exceed **\$516,067.50**, with said amount broken down as follows:

i. MCWI Grant Funds shall not exceed **\$238,392.70**;

ii. The Local Fiscal Recovery Funds (“LFRF”) received by SUBRECIPIENT from the U.S. Treasury or the Mississippi Department of Finance and Administration used as matching funds in this Agreement shall not exceed **\$238,392.70**;

iii. Any LFRF transferred to SUBRECIPIENT from a county or municipality (“Transferred LFRF”) shall not exceed **\$0.00**;

iv. Any other funds that SUBRECIPIENT obligates(ed) to the project that are not eligible for MCWI match (“Other Funds”) shall not exceed **\$39,282.10**.

B. Professional fees that will be reimbursed with MCWI Grant Funds shall not exceed **\$20,642.70**. This amount is included in, and is not in addition to, the maximum MCWI Grant Funds specified in Article 7.A.i, above and Article 7.C., below.

SUBRECIPIENT understands and acknowledges that the amount of professional fees, as defined in the MCWI Regulations, Rule 1.1 E. (18), that may be matched with MCWI Grant Funds is limited to no more than 4% of the total amount of costs actually

incurred on the Project, which in no case may be more than the total Project cost set forth in Article 7.A., above.

C. *Consideration.* As consideration for the performance of the tasks included in this Agreement, MDEQ agrees to reimburse SUBRECIPIENT an amount not to exceed **Two Hundred Thirty-Eight Thousand Three Hundred Ninety-Two Dollars and Seventy Cents (\$238,392.70)** (the “Maximum Amount”).

MDEQ is under no obligation to provide funds to SUBRECIPIENT if SUBRECIPIENT has not met, or does not continue to meet, minimum federal requirements to receive funds, such as but not limited to, adhering to applicable procurement requirements found in 2 C.F.R. Part 200 *et al.* Moreover, MDEQ bears no responsibility relative to SUBRECIPIENT’s expenditure of its own funds. To that end, in the process of review of documentation for reimbursement, as well as compliance monitoring activities associated with the Program, MDEQ is not responsible or liable for any expenditure made by SUBRECIPIENT with its funds. As such, SUBRECIPIENT is solely responsible for compliance with federal and state requirements associated with its LFRF, its LFRF Transferred Funds, and any other funds it uses towards its Project that are not a part of the MCWI Grant Funds. SUBRECIPIENT must substantiate all expenditures in a compliant manner. MDEQ is under no obligation to reimburse costs incurred that are not demonstrably compliant with federal and state law.

D. *Payment.* Subject to available funding, as set forth in the terms and conditions of this Agreement, MDEQ shall pay all properly invoiced amounts due to SUBRECIPIENT within forty-five (45) days after MDEQ’s receipt of such invoice, except for any amounts disputed by MDEQ in good faith. Legislative approval may be required where MDEQ receives any claim of payment from SUBRECIPIENT that includes Work performed outside a one (1) year period from receipt of such invoice.

i. *Request for Payment.* SUBRECIPIENT shall request payment of funds hereunder for Project costs on a reimbursement basis (such requests, “Reimbursement Requests”), unless otherwise directed by MDEQ. SUBRECIPIENT shall submit Reimbursement Requests and supporting documentation of costs incurred as required by MDEQ to the MCWI Reimbursement Portal, located at <https://www.mswaterinfrastructure.com>. All Reimbursement Requests for time periods ending June 30 of any year, during the Period of Performance under this Agreement, shall be submitted no later than July 31 of that same year. Final invoice(s) shall be submitted to MDEQ no later than September 30, 2026. The Reimbursement Request shall include, at a minimum, breakdowns of personnel, position, dates worked, tasks performed, and totals for contract costs, materials, supplies and equipment, included in the Reimbursement Request. SUBRECIPIENT shall make Reimbursement Requests in accordance with the following procedures and subject to the following terms and conditions:

1. SUBRECIPIENT may make Reimbursement Requests no more frequently than once monthly during the Period of Performance of this Agreement.

2. SUBRECIPIENT shall request payment under this Agreement only for the costs necessary to complete the Scope of Work specifically stated and required under this Agreement.

3. SUBRECIPIENT shall not request payment under this Agreement for other services or other work the SUBRECIPIENT or its contractors may provide under any other Subaward or Contract not related to this Project.

4. SUBRECIPIENT shall provide on each Reimbursement Request the amount of its LFRF, Transferred LFRF and Other Funds expended. SUBRECIPIENT shall also provide the amount requested for professional fees. MDEQ will then determine the amount of MCWI Grant Funds that each Reimbursement Request qualifies for within the Program regulations and procedures.

5. SUBRECIPIENT understands that no payment, including final payment, shall be interpreted as acceptance of defective and incomplete Work, and SUBRECIPIENT shall remain responsible for performance in strict compliance with this Agreement. If MDEQ rejects, condemns or fails to approve any part of the Scope of Work, it may issue a Notice to Cure or terminate this Agreement.

6. MDEQ reserves the right to refuse to pay all or any part of the funds requested in a Reimbursement Request for any of the following reasons: 1) at MDEQ's discretion, the costs SUBRECIPIENT is seeking reimbursement for are not reasonable or necessary for the completion of the Work in this Agreement, 2) at MDEQ's discretion, the costs are ineligible for reimbursement under this Project, 3) at the time the request is submitted SUBRECIPIENT has failed to comply with any term or condition of this Agreement, 4) at the time the request is submitted the SUBRECIPIENT has otherwise failed to perform the Work to date in accordance with the Scope of Work, or 5) at the time the request is submitted the SUBRECIPIENT has otherwise failed to comply with applicable state, federal, or local laws and regulations.

ii. *Indirect Cost Rate.* Reimbursement of indirect costs and/or overhead is not allowed under this Agreement.

E. *Limitations on Expenditures.* MDEQ shall reimburse SUBRECIPIENT only for documented expenditures incurred on or after March 3, 2021: (i) reasonable and necessary to carry out the Scope of Work described in Attachment A; (ii) documented by contracts or other evidence of liability and (iii) incurred in accordance with all applicable requirements for the expenditure of funds payable under this Agreement.

F. *Improper Payments.* Any item of expenditure by SUBRECIPIENT under the terms of this Agreement which is found by auditors, investigators, other authorized

representatives of MDEQ, the U.S. Treasury, the Mississippi State Auditor or other federal or state instrumentality to be improper, unallowable, in violation of federal or state law, or the terms of this Agreement, or involving any fraudulent, deceptive, or misleading representations or activities of SUBRECIPIENT shall become SUBRECIPIENT's liability, and shall be paid solely by SUBRECIPIENT, immediately upon notification of such, from funds other than those provided by MDEQ under this Agreement. This provision shall survive the expiration or termination of this Agreement.

Any funds that are paid by MDEQ to SUBRECIPIENT that are not necessary for the completion of the Work in this Agreement and/or that are deemed ineligible must be returned to MDEQ immediately upon receiving MDEQ's written notification for return of funds.

G. *Clawback.* If funds are expended improperly or if an expense submitted for reimbursement is disallowed or deemed ineligible under federal, state or local laws and regulations, then payments to SUBRECIPIENT may be subject to clawback by MDEQ, the State of Mississippi or the U.S. Treasury.

8. **AMENDMENTS OR MODIFICATION**

This Agreement may only be amended, modified, or supplemented by written agreement signed by the Parties hereto.

9. **PROGRESS REPORTS**

SUBRECIPIENT shall provide required progress reports during the Period of Performance of this Agreement in a format prescribed by MDEQ. These reports shall be submitted in accordance with the following schedule, which may be amended from time to time:

<u>REPORTING PERIOD</u>	<u>DEADLINE</u>
October – December	January 15
January – March	April 15
April – June	July 15
July – September	October 15

This provision shall survive the expiration or termination of this Agreement with respect to any reports which SUBRECIPIENT is required to submit to MDEQ following the expiration or termination of this Agreement.

10. **FAILURE TO TIMELY PERFORM**

SUBRECIPIENT shall take all reasonable measures to ensure MCWI Grant Funds and LFRF used for MCWI matching funds are obligated by 11:59 p.m. on August 30, 2024. SUBRECIPIENT acknowledges and agrees that its failure to obligate MCWI Grant Funds and

LFRF used for MCWI matching funds by 11:59 p.m. on August 30, 2024, may result in MDEQ modifying the MCWI Grant Funds awarded or terminating this Agreement.

If SUBRECIPIENT refuses or fails to perform any of the provisions of this Agreement with such diligence as will ensure its completion within the time specified in this Agreement or any extension thereof authorized by MDEQ or if SUBRECIPIENT otherwise fails to satisfy the Agreement provisions or commits any other substantial breach of this Agreement, MDEQ may notify SUBRECIPIENT in writing of the delay or nonperformance. If such delay or nonperformance is not cured in ten (10) days or any longer time specified in writing by MDEQ, MDEQ may terminate SUBRECIPIENT's right to proceed with the Agreement or such part of the Agreement as to which there has been delay or a failure to perform properly.

Notwithstanding termination of the Agreement and subject to any directions by MDEQ, SUBRECIPIENT shall take timely, reasonable, and necessary action to protect and preserve property in the possession of SUBRECIPIENT in which the State has an interest.

11. FINAL PAYMENT AND REPORT

When SUBRECIPIENT has performed all the Work, SUBRECIPIENT shall transmit to MDEQ a comprehensive report on the Work in a format prescribed by MDEQ (the "Final Report"). The Final Report shall be provided by SUBRECIPIENT to MDEQ within forty-five (45) days of Project completion in a format prescribed by MDEQ. Upon acceptance of Final Report, MDEQ will process final Reimbursement Request.

Upon satisfactory completion of the Work performed under this Agreement, as a condition before final payment under this Agreement or as a termination settlement under this Agreement, SUBRECIPIENT shall certify to MDEQ, on a form provided by MDEQ, that the final payment amount is the remaining amount that SUBRECIPIENT is owed under this Agreement and that no additional payment for its Work under this Project will be submitted for reimbursement. Unless otherwise provided in the Agreement, by state law or otherwise expressly agreed to by the Parties in this Agreement, final payment under this Agreement or settlement upon termination of this Agreement shall not constitute a waiver of MDEQ's claims against SUBRECIPIENT or its sureties under this Agreement.

In consideration of the execution of this Agreement by MDEQ, SUBRECIPIENT agrees that acceptance of final payment from MDEQ will constitute an agreement by SUBRECIPIENT to release and forever discharge MDEQ, its agents, employees, officers, representatives, affiliates, successors and assigns from any and all claims, demands, damages, liabilities, actions, causes of action or suits of any nature whatsoever, which SUBRECIPIENT has at the time of acceptance of final payment or may thereafter have, arising out of, in connection with or in any way relating to any and all injuries and damages of any kind as a result of or in any way relating to this Agreement.

12. FINANCIAL MANAGEMENT AND COMPLIANCE

MDEQ requires that SUBRECIPIENT have in place, prior to the receipt of funds, a financial management system that will be able to isolate and trace every dollar funded under this Agreement from receipt to expenditure and have on file appropriate support documentation for each transaction. Examples of documentation include but are not limited to copies of checks paid

to vendors, vendor invoices, bills of lading, purchase vouchers, payrolls, bank statements and reconciliations, and real property and easement appraisals. Prior to the submittal of any such documentation to MDEQ, SUBRECIPIENT shall redact, in accordance with the definition of "Protected Personally Identifiable Information" ("Protected PII") as defined in 2 C.F.R. § 200.1, all information reflecting an individual's first name or first initial and last name in combination with any one or more of types of information, including, but not limited to, social security number, passport number, credit card numbers, clearances, bank numbers, biometrics, date and place of birth, mother's maiden name, criminal, medical and financial records, educational transcripts. This does not include PII as defined in 2 C.F.R. § 200.1 that is required by law to be disclosed. SUBRECIPIENT and any Contracted Parties (as such term is defined in Article 13 of this Agreement) are limited to the travel rates of the State of Mississippi, including dining and hotels, in place at the time of the expenditure for which reimbursement is sought; and SUBRECIPIENT shall audit any such invoice for same, clearly indicating the actual expense and the adjustment, if any.

SUBRECIPIENT certifies that all information provided to MDEQ or its representatives as part of the initial risk assessment for this Work is complete and accurate. SUBRECIPIENT agrees to submit to and cooperate with MDEQ in any additional risk assessment evaluation and periodic audit procedures to ensure adequate financial management of all funds. Further, SUBRECIPIENT shall continue to implement any recommendations and/or corrective action plan set forth in the report transmitted to SUBRECIPIENT based on the findings of the systems and processes for financial management, a copy of which is attached hereto as Attachment B and incorporated herein in its entirety.

13. CONTRACTS

SUBRECIPIENT shall be responsible for accountability of funds, compliance with Project specifications, and Project management by its contractors. MDEQ shall not bear responsibility for any liability caused or incurred by any contractor in performing Work. MDEQ shall not be deemed by virtue of this Agreement to have any contractual obligation to, or relationship with, any of SUBRECIPIENT's contractors, and the Parties agree and acknowledge that, as between MDEQ and SUBRECIPIENT, all Work shall be deemed to be the responsibility of, and performed by, SUBRECIPIENT. No contractor or other recipient of funds from MDEQ under this Agreement shall be deemed to be an agent, representative, employee or servant of MDEQ in connection with this Agreement. The parties with whom contracts or subaward agreements are entered into by the SUBRECIPIENT shall be referred to herein as "Contractor", "Contracted Party", or "Contracted Parties". In addition to ensuring that its Contracted Parties follow the applicable terms in this Agreement, SUBRECIPIENT shall require all terms and conditions set forth in Attachments A and C attached hereto to be included in all agreements between the SUBRECIPIENT and Contracted Parties, and in all agreements between Contracted Parties and Contracted Parties' contractors/sub-contractors.

14. APPLICABLE LAW

The Agreement shall be governed by and construed in accordance with the laws and regulations of the State of Mississippi and applicable federal law excluding, its conflict of laws provisions, and any litigation with respect thereto shall be brought in the courts of the State.

SUBRECIPIENT shall comply with applicable federal, state, and local laws and regulations, including, but not limited to, the following:

A. *Authorizing Statutes.* Section 603 of the Social Security Act (42 U.S.C. § 803), as added by section 9901 of the American Rescue Plan Act of 2021 (Pub. L. No. 117-2) and the Mississippi Municipality and County Water Infrastructure Grant Program Act of 2022 (Miss. Code Ann. § 49-2-131).

B. *Implementing Regulations.* Subpart A of 31 C.F.R. Part 35 (Coronavirus State and Local Fiscal Recovery Funds), as adopted in the Coronavirus State and Local Fiscal Recovery Funds interim final rule (86 Fed. Reg. 26786, applicable May 17, 2021 through March 31, 2022) and final rule (87 Fed. Reg. 4338, applicable January 27, 2022 through the end of the ARP/CSLFRF award term), and other subsequent regulations implementing Section 603 of the Social Security Act (42 U.S.C. § 803), as well as MDEQ regulations, entitled “Mississippi Commission on Environmental Quality Regulations for the Mississippi Municipality and County Water Infrastructure Grant Program.”

C. *Guidance Documents.* Applicable guidance documents issued from time-to-time by the US Department of Treasury and MDEQ, including the currently applicable version of the *Compliance and Reporting Guidance: State and Local Fiscal Recovery Funds*.¹

D. *Licenses, Certifications, Permits, Accreditation.* SUBRECIPIENT shall obtain and keep current any license, certification, permit, or accreditation required by federal, state, or local law and shall submit to MDEQ proof of any licensure, certification, permit or accreditation upon request.

15. **AVAILABILITY OF FUNDS**

It is expressly understood and agreed that the obligation of MDEQ to proceed under this Agreement is conditioned upon the availability of the funds from state, federal, and/or other funding sources. If the funds anticipated for the continuing fulfillment of the Agreement are, at any time, not forthcoming or insufficient, either through the failure of the federal government to provide funds or of the State of Mississippi to appropriate funds or the discontinuance or material alteration of the program under which funds were provided or if funds are not otherwise available to MDEQ, MDEQ shall have the right upon ten (10) working days written notice to the SUBRECIPIENT, to terminate this Agreement without damage, penalty, cost or expenses to MDEQ of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.

16. **REPRESENTATION REGARDING CONTINGENT FEES**

SUBRECIPIENT represents that it has not retained a person to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee.

¹ <https://home.treasury.gov/system/files/136/SLFRF-Compliance-and-Reporting-Guidance.pdf>.

17. **REPRESENTATION REGARDING GRATUITIES**

SUBRECIPIENT represents that it has not violated, is not violating, and promises that it will not violate the prohibition against gratuities set forth in Section 6-204 (Gratuities) of the *Mississippi Public Procurement Review Board Office of Personal Service Contract Review Rules and Regulations* and Section 9.105 (Gratuities) of the Mississippi Procurement Manual.

18. **UNIFORM ADMINISTRATIVE REQUIREMENTS**

SUBRECIPIENT shall comply with the *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, 2 C.F.R. Part 200 (“UG”), as adopted by the Department of Treasury at 2 C.F.R. Part 1000 and as set forth in the Assistance Listing for ARP/CSLFRF (21.027). These requirements dictate how SUBRECIPIENT must administer the Subaward and how MDEQ must oversee SUBRECIPIENT. As a condition of receipt of the grant funds authorized in this Agreement, SUBRECIPIENT agrees to watch the video entitled “American Rescue Plan Act State & Local Fiscal Recovery Funds, Procurement Overview” found at <https://www.mswaterinfrastructure.com>.

The applicable UG provisions are as follows:

- Subpart A, Acronyms and Definitions;
- Subpart B, General Provisions;
- Subpart C, Pre-Federal Award Requirements and Contents of Federal Awards (except 2 C.F.R. §§ 200.204, .205, .210, and .213);
- Subpart D, Post Federal Award Requirements (except 2 C.F.R. §§ 200.305(b)(8) and (9), .308, .309, and .320(c)(4));
- Subpart E, Cost Principles;
- Subpart F, Audit Requirements;
- 2 C.F.R. Part 25 (Universal Identifier and System for Award Management);
- 2 C.F.R. Part 170 (Reporting Subaward and Executive Compensation Information); and
- 2 C.F.R. Part 180 (OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Non-procurement)).

SUBRECIPIENT shall document compliance with UG requirements, including adoption and implementation of all required policies and procedures, within thirty (30) days of the execution of this Agreement and during all subsequent reviews during the term of the Agreement. It is SUBRECIPIENT’s responsibility to comply with all UG requirements. Failure to do so may result in termination of the Agreement by MDEQ.

All real property acquired or improved, and equipment or supplies purchased in whole or in part with MCWI Grant Funds and/or LFRF, must be used, insured, managed, and disposed of in accordance with 2 C.F.R. § 200.311 through 2 C.F.R. § 200.316.

19. **SUBAWARDS**

If SUBRECIPIENT is authorized by MDEQ to make a Subaward, SUBRECIPIENT must include and incorporate the terms and conditions of this Agreement and any attachments, in all lower tier Subawards. Further, SUBRECIPIENT, who makes a Subaward, must follow and carry out all the responsibilities of a Pass-through entity described at 2 C.F.R. Part 200.

20. **COMPLIANCE WITH LAWS**

SUBRECIPIENT understands that MDEQ is an equal opportunity employer and therefore, maintains a policy which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, disability, genetic information, or any other consideration made unlawful by federal, state, or local laws. All such discrimination is unlawful, and SUBRECIPIENT agrees during the Period of Performance of the Agreement that SUBRECIPIENT will strictly adhere to this policy in its employment practices and work performance under this Agreement. SUBRECIPIENT shall comply with, and all activities under this Agreement shall be subject to, all applicable federal, state, and local laws and regulations, as now existing and as may be amended or modified.

SUBRECIPIENT along with any sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d *et seq.*), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this Agreement. Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d *et seq.*, as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this Agreement. Further, SUBRECIPIENT agrees to comply with the provisions of Attachment D to this Agreement.

Nothing contained in this Agreement may be deemed or construed in any way to stop, limit, or impair MDEQ from exercising or performing any regulatory, legislative, governmental, or other powers or functions.

SUBRECIPIENT is required to review and understand the requirements, limitations and restrictions placed upon them under ARPA, including the information provided by the State and Local Fiscal Recovery Fund Final Rule.²

SUBRECIPIENT is required to review and understand the requirements, limitations and restrictions placed upon them under the Mississippi Municipality and County Water Infrastructure Grant Program Act of 2022 (Miss. Code Ann. § 49-2-131).³

² <https://www.govinfo.gov/content/pkg/FR-2022-01-27/pdf/2022-00292.pdf>

³ <http://billstatus.ls.state.ms.us/documents/2023/pdf/SB/2400-2499/SB2444SG.pdf>

SUBRECIPIENT is required to review and understand the requirements, limitations and restrictions placed upon them under the Regulations promulgated by MDEQ.⁴

21. **STOP WORK ORDER**

A. *Order to Stop Work:* MDEQ may, by written order to SUBRECIPIENT at any time and without notice to any surety, require SUBRECIPIENT to stop all or any part of the Work called for by this Agreement. This order shall be for a specified period not exceeding ninety (90) days after the order is delivered to SUBRECIPIENT, unless the Parties agree to any further period. Any such order shall be identified specifically as a stop work order issued pursuant to this clause. Upon receipt of such an order, SUBRECIPIENT shall forthwith comply with its terms and take all reasonable steps to minimize the occurrence of costs allocable to the Work covered by the order during the period of work stoppage. Before the stop work order expires, or within any further period to which the Parties shall have agreed, MDEQ shall either:

- i. cancel the stop work order; or
- ii. terminate the Work covered by such order as provided in the Termination for Default clause or the Termination for Convenience clause of this Agreement.

B. *Cancellation or Expiration of the Order:* If a stop work order issued under this clause is canceled at any time during the period specified in the order or if the period of the order or any extension thereof expires, SUBRECIPIENT shall have the right to resume Work. An appropriate adjustment may be made in the Period of Performance or Maximum Amount, or both, and the Agreement shall be modified in writing accordingly if:

- i. The stop work order results in an increase in the time required for, or in SUBRECIPIENT's cost properly allocable to, the performance of any part of this Agreement; and
- ii. SUBRECIPIENT provides a written claim for such an adjustment within thirty (30) days after the end of the period of work stoppage; provided that MDEQ decides that the facts justify such action and any such claim asserted may be received and acted upon at any time prior to final payment under this Agreement.

C. *Termination of Stopped Work:* If a stop work order is not canceled and the Work covered by such order is terminated for default or convenience, the reasonable costs resulting from the stop work order may be allowed by adjustment or otherwise.

22. **E-PAYMENT**

SUBRECIPIENT agrees to accept all payments in United States currency via the State of Mississippi's electronic payment and remittance vehicle. MDEQ agrees to make payment in

⁴ <https://mswaterinfrastructure.com/wp-content/uploads/2022/07/MCWI-Grant-Program-Regulations-revised-12-16-22.pdf>

accordance with Mississippi law on “Timely Payments for Purchases by Public Bodies,” which generally provides for payment of undisputed amounts by the agency within forty-five (45) days of receipt of invoice. Miss. Code Ann. § 31-7-305.

23. **INTERVENTIONS**

If MDEQ determines that SUBRECIPIENT is not in compliance with this Agreement, MDEQ may initiate an intervention, in accordance with 2 C.F.R. § 200.208 and 2 C.F.R. § 200.339. The degree of SUBRECIPIENT’s performance or compliance deficiency will determine the degree of intervention. All possible interventions are listed below and will depend on the degree of deficiency in SUBRECIPIENT’s performance or compliance deficiency.

If MDEQ determines that an intervention is warranted, it shall provide written notice to SUBRECIPIENT of the intervention within thirty (30) days of the completion of a report review, desk review, onsite review, audit review, or procedures engagement review, or as soon as possible after MDEQ otherwise learns of a compliance or performance deficiency related to the execution of this Agreement. The written notice shall notify SUBRECIPIENT of the following related to the intervention:

- (1) The nature of the additional requirements;
- (2) The reason why the additional requirements are being imposed;
- (3) The nature of the action needed to remove the additional requirement, if applicable;
- (4) The time allowed for completing the actions if applicable; and
- (5) The method for requesting reconsideration of the additional requirements imposed.

MDEQ may impose, but is not limited to, the following interventions on SUBRECIPIENT, based on the level of the compliance or performance deficiency that MDEQ determines:

Level 1 Interventions. These interventions may be required for minor compliance or performance issues:

- (1) SUBRECIPIENT addresses specific internal control, documentation, financial management, compliance, or performance issues within a specified time period; and/or
- (2) More frequent or more thorough reporting by the SUBRECIPIENT; and/or
- (3) More frequent monitoring by MDEQ; and/or
- (4) Required SUBRECIPIENT technical assistance or training.

Level 2 Interventions. These interventions may be required for more serious compliance or performance issues:

- (1) Restrictions on funding payment requests by SUBRECIPIENT; and/or
- (2) Disallowing payments to SUBRECIPIENT; and/or
- (3) Requiring repayment for disallowed cost items; and/or
- (4) Imposing probationary status on SUBRECIPIENT.

Level 3 Interventions. These interventions may be required for significant and/or persistent compliance or performance issues:

- (1) Temporary or indefinite funding suspension to SUBRECIPIENT; and/or
- (2) Nonrenewal of funding to SUBRECIPIENT in subsequent year; and/or
- (3) Terminate funding to SUBRECIPIENT in the current year; and/or
- (4) Initiate legal action against SUBRECIPIENT.

Interventions will remain in place until the underlying performance or compliance deficiency is addressed to the sole satisfaction of MDEQ.

24. E-VERIFICATION

If applicable, SUBRECIPIENT represents and certifies that it will ensure its compliance with the Mississippi Employment Protection Act of 2008 and will register and participate in the status verification system for all newly hired employees. Miss. Code Ann. §§ 71-11-1, *et seq.* The term “employee” as used herein means any person that is hired to perform work within the State. As used herein, “status verification system” means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. SUBRECIPIENT agrees to maintain records of such compliance. Upon request of the State of Mississippi and after approval of the Social Security Administration or Department of Homeland Security, when required, SUBRECIPIENT agrees to provide a copy of each such verification. SUBRECIPIENT further represents and certifies that any person assigned to perform services hereafter meets the employment eligibility requirements of all immigration laws.

25. TRANSPARENCY

This Agreement, including any accompanying exhibits, attachments, and appendices, is subject to the “Mississippi Public Records Act of 1983” and its exceptions. See Miss. Code Ann. §§ 25-61-1 *et seq.* and Miss. Code Ann. § 79-23-1. In addition, this Agreement is subject to the provisions of the Mississippi Accountability and Transparency Act of 2008. Miss. Code Ann. §§ 27-104-151, *et seq.* Unless exempted from disclosure due to a court-issued protective order, a copy of this executed Agreement may be posted to the Department of Finance and Administration’s independent agency Agreement website for public access at <https://www.transparency.mississippi.gov>. Information identified by SUBRECIPIENT as trade secrets or other proprietary information, including confidential vendor information, or any other information which is required to be confidential by state or federal law or outside the applicable freedom of information statutes will be redacted.

26. PAYMODE

Payments by state agencies using the statewide accounting system shall be made and remittance information provided electronically as directed by MDEQ. These payments shall be deposited into the bank account of SUBRECIPIENT’s choice. MDEQ may, at its sole discretion, require SUBRECIPIENT to submit invoices and supporting documentation electronically at any time during the Period of Performance of this Agreement. SUBRECIPIENT understands and

agrees that MDEQ is exempt from the payment of taxes. All payments shall be in United States currency.

27. **TERMINATION**

The Agreement may be terminated as follows:

A. *Termination For Convenience.*

The MDEQ may, when the interests of the State so require, terminate this Agreement in whole or in part, for the convenience of the State. MDEQ shall give written notice of the termination to SUBRECIPIENT specifying the part of the Agreement terminated and when termination becomes effective.

B. *Termination For Default.*

If SUBRECIPIENT refuses or fails to perform any of the provisions of this Agreement with such diligence as will ensure its completion within the time specified in this Agreement or any extension thereof or otherwise fails to satisfy the Agreement provisions or commits any other substantial breach of this Agreement, MDEQ may notify SUBRECIPIENT in writing of the delay or nonperformance, and if not cured in ten (10) days or any longer time specified in writing by MDEQ, MDEQ may terminate SUBRECIPIENT's right to proceed with the Agreement or such part of the Agreement as to which there has been delay or a failure to properly perform.

Notwithstanding termination of the Agreement and subject to any directions by MDEQ, SUBRECIPIENT shall take timely, reasonable, and necessary action to protect and preserve property in the possession of SUBRECIPIENT in which the State has an interest.

C. *Termination Upon Bankruptcy.*

This Agreement may be terminated in whole or in part by MDEQ upon written notice to SUBRECIPIENT, if SUBRECIPIENT should become the subject of bankruptcy or receivership proceedings, whether voluntary or involuntary, or upon the execution by SUBRECIPIENT of an assignment for the benefit of its creditors. In the event of such termination, SUBRECIPIENT shall be entitled to recover just and equitable compensation for satisfactory Work performed under this Agreement, but in no case shall said compensation exceed the total Maximum Amount.

28. **DISPUTES**

Before pleading to any judicial system at any level, SUBRECIPIENT must exhaust all administrative remedies. A written complaint must first be sent to the Executive Director of MDEQ. The decision of the Executive Director shall be reduced to writing and a copy thereof mailed or furnished to SUBRECIPIENT within fourteen (14) days after receipt of information

requested by MDEQ or the Executive Director. If the decision of the Executive Director does not resolve the matter, successive administrative remedies may, at SUBRECIPIENT's option, include bringing the complaint before the Mississippi Commission on Environmental Quality pursuant to Miss. Code Ann. §§ 49-17-35 and -41. In the alternative, at SUBRECIPIENT's option, the decision of the Executive Director may be deemed the final agency action on the complaint. Appeals from the decision of the Executive Director or the Commission shall follow procedures outlined in Miss. Code Ann. § 49-17-41.

29. ANTI-ASSIGNMENT/CONTRACTING

SUBRECIPIENT shall not assign, contract, or otherwise transfer this Agreement, in whole or in part without the prior written consent of MDEQ, which MDEQ may, in its sole discretion, approve or deny without reason. Any attempted assignment or transfer of its obligations without such consent shall be null and void. No such approval by MDEQ of any contract shall be deemed in any way to provide for the incurrence of any obligation of MDEQ in excess of the Maximum MCWI Grant Fund amount set forth in this Agreement, nor create any contractual relationship between MDEQ and any Contracted Parties. Contracts shall be subject to the terms and conditions of this Agreement and to any conditions of approval that MDEQ may deem necessary. Subject to the foregoing, this Agreement shall be binding upon the respective successors and assigns of the Parties.

30. AUTHORITY TO PARTICIPATE IN THIS AGREEMENT

SUBRECIPIENT certifies and acknowledges it is a Mississippi county, municipality or public utility, as defined in MCWI regulation, Rule 1.1. E. (17), and that it has LFRF to use as match funding for this grant. SUBRECIPIENT further certifies and acknowledges that its entry into and performance under this Agreement is not restricted or prohibited by any loan, security, financing, contractual, or other agreement of any kind; and, notwithstanding any other provision of this Agreement to the contrary, that there are no existing legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under this Agreement.

31. DEBARMENT AND SUSPENSION

SUBRECIPIENT certifies to the best of its knowledge and belief, that it, and its Contracted Parties:

A. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transaction by any federal department or agency or any political subdivision or agency of the State of Mississippi;

B. have not, within a three (3) year period preceding this Agreement, been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or Agreement or Contract under a public transaction;

C. have not, within a three (3) year period preceding this Agreement, been convicted of or had a civil judgment rendered against it for a violation of federal or state

antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

D. are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of these offenses enumerated in Article 31. B. and Article 31. C., above; and

E. have not, within a three (3) year period preceding this Agreement, had one or more public transactions (federal, state, or local) terminated for cause or default.

32. **FAILURE TO ENFORCE**

Failure by MDEQ, at any time, to enforce the provisions of this Agreement shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of this Agreement or any part thereof or the right of MDEQ to enforce any provision at any time in accordance with its terms.

33. **INDEMNIFICATION**

SUBRECIPIENT agrees to maintain responsibility for the Project and agrees to provide proper operation and maintenance of all facilities for the life of the Project. SUBRECIPIENT's tort liability, if it is an entity of the State of Mississippi, is determined and controlled in accordance with Miss. Code Ann. §§ 11-46-1 *et seq.*, including all defenses and exceptions contained therein. Nothing in this Agreement shall have the effect of changing or altering this liability or of eliminating any defense available to the State under statute.

To the extent allowed by state law, SUBRECIPIENT agrees to indemnify and save, release and hold harmless the State of Mississippi, the Commission on Environmental Quality, MDEQ, all of their employees and officers, and MDEQ's contractors from and against any and all claim, demand, cause of action, liability, loss, damage, injury, suit, judgment, debt and cost, including attorney's fees or expenses on the part of SUBRECIPIENT, their agents or employees or any other parties arising out of or incident to, any and all Work under the terms of this Agreement.

34. **SUBRECIPIENT STATUS**

SUBRECIPIENT shall, during the entire Period of Performance of this Agreement, be construed to be an independent SUBRECIPIENT. Nothing in this Agreement is intended to nor shall be construed to create an employer-employee relationship or a joint venture relationship.

SUBRECIPIENT represents that it is qualified to perform the duties to be performed under this Agreement and that it has, or will secure, if needed, at its own expense, applicable personnel who are qualified to perform the duties required under this Agreement. Such personnel shall not be deemed in any way, directly or indirectly, expressly or by implication, to be employees of MDEQ.

Any person assigned by SUBRECIPIENT to perform the services hereunder shall be an employee or independent contractor of SUBRECIPIENT, who shall have the sole right to hire and discharge its employees and/or independent contractors under this Agreement.

SUBRECIPIENT shall pay, when due, all salaries and wages of its employees and accepts exclusive responsibility for the payment of federal income tax, state income tax, social security, unemployment compensation and any other withholdings that may be required. This provision is solely for the benefit of MDEQ, and nothing herein shall be construed to create or impose any contractual or agency relationship between MDEQ and SUBRECIPIENT'S contractors, subcontractors, employees or agents.

35. INSURANCE

SUBRECIPIENT and its Contracted Parties agree to and shall maintain insurance that is required by applicable state, federal, and local laws and regulations.

36. ENTIRE AGREEMENT

This Agreement, including all attachments, represents the entire and integrated agreement between the Parties hereto and supersedes all prior negotiations, representations or agreements, irrespective of whether written or oral. This Agreement may be altered, amended, or modified only by a written document executed by MDEQ and SUBRECIPIENT. SUBRECIPIENT acknowledges that it has thoroughly read this Agreement and all its attachments and has had the opportunity to receive competent advice and counsel necessary for it to form a full and complete understanding of all rights and obligations herein.

37. ORAL STATEMENTS

No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in this Agreement. All modifications to the Agreement must be made in writing by the MDEQ and agreed to by SUBRECIPIENT.

38. RECORD RETENTION AND ACCESS TO RECORDS

Provided SUBRECIPIENT is given reasonable advance written notice and such inspection is made during normal business hours of SUBRECIPIENT, the Government Accountability Office, MDEQ, the State or any duly authorized representatives shall have unimpeded, prompt access to any of SUBRECIPIENT's books, documents, papers, and other records which are maintained or produced as a result of the Project for the purpose of making audits, investigations, examinations, excerpts, transcriptions, and copies of such documents. This right also includes timely and reasonable access to the SUBRECIPIENT's personnel for the purpose of interview and discussion related to such documents. All records related to this Agreement shall be retained by SUBRECIPIENT for a minimum of ten (10) years after final payment is made under this Agreement and all pending matters are closed; however, if any audit, litigation or other action arising out of or related in any way to this Project is commenced before the end of the ten (10) year period, the records shall be retained for one (1) year after all issues arising out of the action are finally resolved or until the end of the ten (10) year period, whichever is later.

SUBRECIPIENT is not required to retain the above-mentioned records for the ten-year period prescribed in this Article and Article 39 only if all of the following conditions are satisfied:

A. SUBRECIPIENT has provided all of the documents described above and in the "Right to Audit" provision to MDEQ prior to the expiration of the ten (10) year retention period and a certification stating the same is simultaneously provided in writing to MDEQ;

B. No audit, litigation or other action arising out of or related in any way to this Project is commenced before SUBRECIPIENT provides the records and corresponding certification to MDEQ, in which case, SUBRECIPIENT shall retain the records until all issues arising out of the action are finally resolved; and

C. SUBRECIPIENT provides MDEQ a minimum of thirty (30) days written notice before providing the above-mentioned records and corresponding certification.

39. **RIGHT TO AUDIT**

SUBRECIPIENT shall maintain all financial records, including electronic financial records, as may be prescribed by the MDEQ or by applicable federal and state laws, rules, and regulations. SUBRECIPIENT shall retain these records for a period of ten (10) years after final payment. These records shall be made available during the term of the Agreement and the subsequent ten (10) year period for examination, transcription, and audit by MDEQ, the Mississippi State Auditor's Office, its designees, or other authorized bodies, including the Office of Inspector General. If any litigation, claim, investigation, or audit relating to this Agreement or an activity funded under the Agreement is started before the expiration of the ten (10) year period, the records must be retained until all litigation, claims, investigations, or audit findings involving the records have been resolved and final action taken.

40. **RIGHT TO INSPECT WORK; ACCESS**

MDEQ and their representatives, invitees, and consultants shall have access and the right to conduct announced and unannounced onsite and offsite physical visits to inspect all Work hereunder. Notwithstanding any review or inspection by MDEQ and their representatives, invitees, and consultants, SUBRECIPIENT shall not be relieved of its responsibility for performance of the Work or the submission of reports as expressly set forth in this Agreement solely by virtue of such inspection or review of the Work. SUBRECIPIENT shall provide MDEQ and its representatives, invitees, and consultants with the opportunity to participate in site inspections, meetings, and/or teleconferences, as appropriate, related to SUBRECIPIENT's performance of the Work.

41. **SEVERABILITY**

If any part of this Agreement is declared to be invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision of the Agreement that can be given effect without the invalid or unenforceable provision, and to this end the provisions hereof are severable. In such event, the Parties shall amend the Agreement as necessary to reflect the original intent of the Parties and to bring any invalid or unenforceable provisions in compliance with applicable law.

42. **THIRD PARTY ACTION NOTIFICATION**

SUBRECIPIENT shall give the MDEQ prompt notice in writing of any action or suit filed, and prompt notice of any claim made against SUBRECIPIENT by any entity that may result in litigation related in any way to this Agreement.

43. **CERTIFICATIONS**

SUBRECIPIENT's execution of this Agreement shall be deemed as acknowledgement, guarantee and certification by SUBRECIPIENT of the following:

A. SUBRECIPIENT has sufficient LFRF in its possession that it will use to match MCWI Grant Funds.

B. SUBRECIPIENT will follow and abide by all ARPA guidelines, guidance, rules, regulations, and other criteria, as may be amended from time to time, by the U.S. Treasury regarding the use of monies under this Agreement.

C. As required in Attachment A, Article (1) a., SUBRECIPIENT's Authorized Representative, or his/her designee has watched the video on the MDEQ <https://www.mswaterinfrastructure.com> web-page entitled "American Rescue Plan Act State & Local Fiscal Recovery Funds, Procurement Overview."

D. All of SUBRECIPIENT's LFRF used as MCWI matching funds, as well as MCWI Grant Funds received by SUBRECIPIENT, have been or will be used for the Project detailed in this Agreement.

E. Upon request by MDEQ, SUBRECIPIENT will provide an Intergovernmental Review Certification as detailed in the MCWI Regulations.

F. SUBRECIPIENT will obligate all MCWI Grant Funds and LFRF funds used for MCWI matching funds by 11:59 p.m. on August 30, 2024.

G. If SUBRECIPIENT does not complete the Project by December 31, 2026, SUBRECIPIENT acknowledges and agrees to complete the Project with other funds.

44. **WAIVER**

No delay or omission by either Party to this Agreement in exercising any right, power, or remedy hereunder or otherwise afforded by Agreement, at law, or in equity shall constitute an acquiescence therein, impair any other right, power or remedy hereunder or otherwise afforded by any means, or operate as a waiver of such right, power, or remedy. No waiver by either Party to this Agreement shall be valid unless set forth in writing by the Party making said waiver. No waiver of or modification to any term or condition of this Agreement will void, waive, or change any other term or condition. No waiver by one Party to this Agreement of a default by the other Party will imply, be construed as or require waiver of future or other defaults.

45. **COMPLIANCE WITH MISS. CODE ANN. § 31-5-37**

If applicable, SUBRECIPIENT shall ensure that Contracted Parties and bidders solicited for contract awards pursuant to this Agreement comply with the requirements of Miss. Code. Ann. § 31-5-37. SUBRECIPIENT shall require all bidders for any contract of Five Thousand Dollars (\$5,000.00) or more procured or to be procured with funds received pursuant to this Agreement to submit a certification with their bid that said bidder will comply with the provisions of Miss. Code. Ann. § 31-5-37. In addition, within seven (7) days of any such contract award procured or to be procured with funds received pursuant to this Agreement, SUBRECIPIENT shall require the Contracted Party to submit to both SUBRECIPIENT and the Mississippi Department of Employment Security ("MDES") an employment plan which conforms to the requirements contained in Miss. Code. Ann. § 31-5-37(2).

From the date written notice of any such contract award is received and until ten (10) business days after the receipt of the employment plan by MDES, the Contracted Party and any subcontractors shall not hire any personnel to fill vacant positions for the project except residents of the State of Mississippi who are to be verified by MDES and/or those qualified individuals who are submitted by MDES. However, the Contracting Party or contractor is authorized to employ Mississippi residents to begin work immediately if such persons are verified by MDES after employment by the Contracting Party or contractor. SUBRECIPIENT shall vacate the contract award in the event the Contracting Party fails to comply with the provisions of Miss. Code Ann. § 31-5-37.

46. **CONFLICT OF INTEREST**

SUBRECIPIENT shall immediately notify MDEQ in writing of any potential conflict of interest resulting from the representation of or service to other clients or otherwise affecting this Agreement in any way. If any such conflict occurs before it is discovered, SUBRECIPIENT shall notify MDEQ of such conflict within five (5) working days of such discovery. If such conflict cannot be resolved to MDEQ's satisfaction, MDEQ reserves the right to terminate this Agreement per the "Termination for Convenience" clause.

47. **SUCCESSORS AND ASSIGNS**

This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective permitted successors and permitted assigns.

48. **NO THIRD-PARTY BENEFICIARIES**

This Agreement is for the sole benefit of the Parties hereto and their respective successors and permitted assigns, and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

49. **EVALUATION**

SUBRECIPIENT agrees to assist and cooperate with the MDEQ or its duly designated representatives in the monitoring of the Project(s) to which the Agreement relates, and to provide

in form and manner approved by MDEQ such monitoring reports, progress reports, and the like as may be required and to provide such reports at the times specified.

Further, SUBRECIPIENT agrees to cooperate with MDEQ or its duly designated representatives by providing timely responses to all reasonable requests for information to assist in evaluation of the accomplishments of the Project and the agreement for a period of ten (10) years after the date on which the Final Reports are provided.

50. **VENUE**

Venue for the resolution of any dispute, according to Article 28 of this Agreement, shall be before the Mississippi Commission on Environmental Quality if pursuing an administrative appeal, and venue for any subsequent litigation shall be in the Chancery Court of Hinds County, Mississippi.

51. **HEADINGS**

The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.

52. **NOTICES**

Unless otherwise specified in the Agreement, all notices, requests, consents, claims, demands, waivers and other communications hereunder shall be in writing and shall be deemed to have been given (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by facsimile or e-mail of document(s) (with confirmation of transmission) if sent during normal business hours of the recipient, and on the next business day if sent after normal business hours of the recipient; or (d) on the third day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Such communications must be sent to the respective Parties at the following addresses (or at such other address for a Party as shall be specified in a notice given in accordance with this subsection):

If to MDEQ:

Attention:
MCWI Contract Administration
515 East Amite Street
P.O. Box 2249
Jackson, MS 39201
E-mail: MCWIdocuments@mdeq.ms.gov

If to SUBRECIPIENT:

Attention:
Mayor Billy Hewes
P.O. Box 1780
Gulfport, MS 39502
Phone: (228) 868-5801
E-mail: mayorsoffice@gulfport-ms.gov

53. **COUNTERPARTS**

Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same Agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

[SIGNATURE PAGE FOLLOWS]

For the faithful performance and consideration provided under the terms of this Agreement, the Parties hereto have caused this Agreement to be executed by their undersigned authorized representatives.

MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY

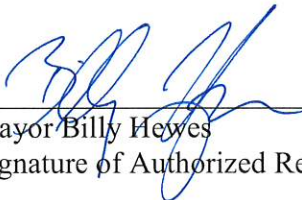


Chris Wells
Executive Director

7/5/23

Date

CITY OF GULFPORT



Mayor Billy Hewes
Signature of Authorized Representative

Billy Hewes

Billy Hewes
Printed Name

Mayor

Title

June 7, 2023

Date

ATTACHMENT A

PROJECT NAME, SCOPE OF WORK AND PROJECT TIMELINE AND REQUIREMENTS

PROJECT NAME

Debuys Road Sewer Pump Station - Force Main Connection to West Biloxi Wastewater Treatment Plant

SCOPE OF WORK

The Project shall be defined as eligible activities funded in whole or in part under this Agreement as follows:

The Project includes repairing existing force main and associated appurtenances and re-routing the wastewater from the North Gulfport Wastewater Treatment Plant to the West Biloxi Wastewater Treatment Plant.

The general Scope of Work to be performed by SUBRECIPIENT is limited to that which was submitted in the MCWI Application Portal and approved for funding in accordance with the MCWI Program Regulations. SUBRECIPIENT hereby agrees that no additional eligible scope may be added to this Scope of Work without the express written consent of MDEQ. The Scope of Work eligible for reimbursement is limited to that identified as eligible by MDEQ and further described by plans, specifications, contract documents, and contract change orders approved as eligible by MDEQ.

PROJECT TIMELINE AND REQUIREMENTS

(1) SUBRECIPIENT agrees to the following schedule.

- a. Within 10 days of execution of this Agreement, SUBRECIPIENT's Authorized Representative, or his/her designee shall watch the video on the MDEQ <https://www.mswaterinfrastructure.com> web-page entitled "American Rescue Plan Act State & Local Fiscal Recovery Funds, Procurement Overview." The web-page will track compliance with this requirement;
- b. On or about October 2, 2023, submit a complete set of plans, specifications, contract documents on each construction contract, and all applicable permits and agency approvals, if not already submitted to MDEQ;
- c. On or about October 16, 2023, advertise each construction contract for bids;

- d. On or about November 30, 2023, but no later than 45 days after advertisement for construction bids on each construction contract, receive bids;
- e. No later than 60 days after receipt of bids on each construction contract, execute construction contract;
- f. No later than 15 days after execution of construction contract, submit the entire procurement file (including but not limited to the request for proposals, evidence of publication, MBE/WBE documentation, all received bids, evaluation and selection documentation, executed construction contracts, and professional services contracts);
- g. No later than 60 days after execution of each construction contract, execute and submit a copy of the notice to proceed;
- h. No later than 5 business days after the estimated completion of 25% of construction, submit a notice to MDEQ of such milestone;
- i. No later than 5 business days after the estimated completion of 50% of construction, submit a notice to MDEQ of such milestone;
- j. No later than 5 business days after the estimated completion of 75% of construction, submit a notice to MDEQ of such milestone;
- k. No later than 5 business days after completion of each construction contract, notify MDEQ of construction completion;
- l. No later than 30 days after the contract completion date on each construction contract, submit all change orders which include time extensions, or a request and justification for delaying MDEQ's final construction observation;
- m. Within 45 days of Project completion, but no later than September 30, 2026, whichever is earlier, unless an extension of this date is specifically authorized by MDEQ, SUBRECIPIENT must submit the following: Final Report, as listed in Article 11, the engineer's certification of compliance with plans, specifications, and contract documents; final professional services contract amendments, if any; and all other administrative forms and documents required by the Agreement.

(2) To the extent any documents required to be submitted in Attachment A, Article (1) above were submitted with the MCWI Grant Application through the Application Portal, the documents do not need to be resubmitted.

(3) All documents required to be submitted in Attachment A, Article (1) above, shall be uploaded to the Documents Portal at <https://www.mswaterinfrastructure.com>.

ATTACHMENT B

SYSTEMS AND PROCESSES FOR FINANCIAL MANAGEMENT RECOMMENDATIONS AND/OR CORRECTIVE ACTION PLAN

An evaluation for the assessment of uncontrolled risks of the SUBRECIPIENT's systems and processes for financial management was performed as of part of the initial subaward process by MDEQ, acting on behalf of the State of Mississippi, as administrator of this Subaward Agreement. MDEQ requests the SUBRECIPIENT provide the following information to MDEQ as part of observations made during the evaluation. MDEQ reserves the right to re-evaluate the assessment of uncontrolled risks upon subsequently identified facts:

1. SUBRECIPIENT agrees to provide MDEQ with a copy of their annual audited financial statements within 60 days of the report release date throughout the Period of Performance.
2. SUBRECIPIENT agrees to promptly notify MDEQ of any significant changes made to the SUBRECIPIENT's current policies and procedures that would impact financial management systems and processes, specifically those communicated as part of the evaluation, from which the current residual risk levels were derived.
3. SUBRECIPIENT agrees to promptly notify MDEQ of any level of fraud or abuse discovered within the organization without regard to materiality that is related to the operation of the Project, as well as other pervasive deficiencies identified for grant management practices from any source, both external and internal, throughout the program performance period.
4. If deficiencies, significant deficiencies and/or material weaknesses are reported to the SUBRECIPIENT, as part of any assurance, attestation, or monitoring engagement during the program performance period, SUBRECIPIENT agrees to provide its response(s) and/or corrective action plan(s) to MDEQ so that prompt action can be taken by MDEQ to mitigate any elevated level of uncontrolled risk that could potentially impact MDEQ's or the SUBRECIPIENT's ability to comply with Federal Award and/or subaward requirements.
5. SUBRECIPIENT agrees that MDEQ has the right to perform monitoring procedures as deemed appropriate by MDEQ based on the assessed risk of noncompliance.

ATTACHMENT C

SUBAWARD TERMS AND CONDITIONS FOR CONTRACTED PARTIES

1. AUTHORITY TO PARTICIPATE IN THIS AGREEMENT

The Contracted Party certifies that (a) it is either a 1) state agency, 2) a validly organized business that is authorized to do business in the state of Mississippi, 3) a nongovernmental organization, or 4) a political subdivision of the state of Mississippi with valid authority to enter into this agreement and; (b) entry into and performance under this agreement is not restricted or prohibited by any loan, security, financing, contractual, or other agreement of any kind; and (c) notwithstanding any other provision of this Agreement to the contrary, that there are no existing legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under this agreement.

2. DEBARMENT AND SUSPENSION

Contractor/Contracted Parties certifies to the best of its knowledge and belief, that it:

A. is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transaction by any federal department or agency or any political subdivision or agency of the State of Mississippi;

B. has not, within a three (3) year period preceding this Agreement, been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction;

C. has not, within a three (3) year period preceding this Agreement, been convicted of or had a civil judgment rendered against it for a violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

D. is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of these offenses enumerated in Article 2.B. and Article 2.C., above; and,

E. has not, within a three (3) year period preceding this Agreement, had one or more public transactions (federal, state, or local) terminated for cause or default.

This agreement is subject to 31 C.F.R. Part 19.

3. INDEMNIFICATION

To the extent allowed by state law, Contracted Party agrees to indemnify and save, release and hold harmless the State of Mississippi, the Commission on Environmental Quality, MDEQ, all of their employees and officers, and the Department's contractors from and against any and all

claim, demand, cause of action, liability, loss, damage, injury, suit, judgment, debt and cost, including attorney's fees or expenses on the part of any Contracted Party, their agents or employees or any other parties arising out of or incident to, any and all Work under the terms of this Agreement.

4. RELATIONSHIP STATUS

The Contracted Party acknowledges and agrees that MDEQ is not a party, in any manner whatsoever, to any contract between the SUBRECIPIENT and the construction contractor(s), engineer(s), attorney(s), equipment supplier(s), contractor(s), or between any other parties of any kind whatsoever (hereinafter collectively referred to as "vendor"). The SUBRECIPIENT and Contracted Party also acknowledge and agree that any benefit to vendors contracting with the SUBRECIPIENT or Contracted Parties arising from or associated with this Agreement is strictly incidental and all such vendors are not and are not intended to be considered as third-party beneficiaries under any agreement between MDEQ and the SUBRECIPIENT.

Upon execution of any contract between the SUBRECIPIENT and any other party in regard to the project, MDEQ does not assume any authorities, duties, responsibilities, or liabilities under such contract. The SUBRECIPIENT and Contracted Party shall not have any authority to bind or otherwise obligate MDEQ, directly or indirectly, under any contract or agreement between the SUBRECIPIENT and any other party. The SUBRECIPIENT, Contracted Party and its vendors acknowledge and agree that any action taken by MDEQ in its role of grantor, or in its separate and distinct role as regulator shall not in any way change or alter its position as that of grantor.

MDEQ does not have any authority, duty, responsibility, or liability in contract claims or dispute identification, negotiation, resolution, or any other actions regarding contract claims under the contract(s) between the SUBRECIPIENT and any other party. The SUBRECIPIENT and the Contracted Party acknowledge and agree that MDEQ is not obligated to review, comment on, approve, or discuss the merits of any contract claims presented by or to any party. Any MDEQ reviews, approvals, observations, presence at meetings, written communications, verbal communications or other actions are not to be interpreted as addressing the merits of any claims, nor are they to be construed as interpreting the contract between the SUBRECIPIENT and the Contracted Party or any other parties.

5. ACCESS TO RECORDS

Provided Contracted Party is given reasonable advance written notice and such inspection is made during normal business hours of Contracted Party, then the Government Accountability Office, MDEQ, the State or any duly authorized representatives shall have unimpeded, prompt access to any of Contracted Party's books, documents, papers, and other records which are maintained or produced as a result of the Project for the purpose of making audits, investigations, examinations, excerpts, transcriptions, and copies of such documents. This right also includes timely and reasonable access to the Contracted Party's personnel for the purpose of interview and discussion related to such documents. All records related to this Agreement shall be retained by Contracted Party for a minimum of ten (10) years after final payment is made under this Agreement and all pending matters are closed; however, if any audit, litigation or other action arising out of or related in any way to this Project is commenced before the end of the ten (10) year period, the

records shall be retained for one (1) year after all issues arising out of the action are finally resolved or until the end of the ten (10) year period, whichever is later.

Contracted Party is not required to retain the above-mentioned records for the ten (10) year period prescribed in this Section and the "Right to Audit" provision only if all of the following conditions are satisfied:

A. Contracted Party has provided all of the documents described above and in the "Right to Audit" provision to MDEQ prior to the expiration of the ten (10) year retention period and a certification stating the same is simultaneously provided in writing to MDEQ;

B. No audit, litigation or other action arising out of or related in any way to this Project is commenced before Contracted Party provides the records and corresponding certification to MDEQ, in which case, Contracted Party shall retain the records until all issues arising out of the action are finally resolved; and

C. Contracted Party provides MDEQ a minimum of thirty (30) days written notice before providing the above-mentioned records and corresponding certification.

6. RECORD RETENTION AND RIGHT TO AUDIT

The Contracted Party shall maintain and retain books, documents, papers, financial records and other records, including electronic records, as may be prescribed by the MDEQ or by applicable federal and state laws, rules, and regulations. Contracted Party shall retain these records for a period of ten (10) years after final payment. These records shall be made available during the term of the Agreement and the subsequent ten (10) year period for examination, transcription, and audit by MDEQ, the Mississippi State Auditor's Office, its designees, or other authorized bodies, including the Office of Inspector General. If any litigation, claim, investigation, or audit relating to this Agreement or an activity funded under the Agreement is started before the expiration of the ten (10) year period, the records must be retained until all litigation, claims, investigations, or audit findings involving the records have been resolved and final action taken.

7. RIGHT TO INSPECT WORK; SITE ACCESS

MDEQ and their representatives, invitees, and consultants shall have access and the right to conduct announced and unannounced onsite and offsite physical visits to inspect all Work hereunder. Upon request by MDEQ, Contracted Party shall provide MDEQ and its representatives, invitees, and consultants with the opportunity to participate in site inspections, meetings, and/or teleconferences, as appropriate, related to the performance of the Work.

8. CONFLICT OF INTEREST

The Contracted Party covenants that he presently has no interest and shall not acquire any interest direct or indirect in the Project that is the subject to this Agreement or any parcels therein, where applicable, or any other interest which would conflict in any manner or degree with the performance of his services hereunder. The Contracted Party further covenants that, in the performance of this agreement, no person having any such interest shall be employed.

The Contracted Party agrees to establish safeguards to prohibit employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have a family, business, or other tie.

9. COOPERATION AND EVALUATION

The Contracted Party agrees to assist and cooperate with the MDEQ or its duly designated representatives in the monitoring of the Project(s) to which the Agreement relates, and to provide in form and manner approved by MDEQ such monitoring reports, progress reports, and the like as may be required and to provide such reports at the times specified.

Further, the Contracted Party agrees to cooperate with MDEQ or its duly designated representatives by providing timely responses to all reasonable requests for information to assist in evaluation of the accomplishments of the Project and the agreement for a period of ten (10) years after the date on which the Final Reports are provided.

ATTACHMENT D

ASSURANCES OF COMPLIANCE WITH CIVIL RIGHTS REQUIREMENTS

ASSURANCE OF COMPLIANCE WITH TITLE VI OF THE

CIVIL RIGHTS ACT OF 1964

As a condition of receipt of federal financial assistance from the Department of the Treasury, SUBRECIPIENT provides the assurances stated herein. The federal financial assistance may include federal grants, loans and contracts to provide assistance to SUBRECIPIENT's beneficiaries, the use or rent of Federal land or property at below market value, Federal training, a loan of Federal personnel, subsidies, and other arrangements with the intention of providing assistance. Federal financial assistance does not encompass contracts of guarantee or insurance, regulated programs, licenses, procurement contracts by the Federal government at market value, or programs that provide direct benefits.

The assurances apply to all federal financial assistance from or funds made available through the Department of the Treasury, including any assistance that SUBRECIPIENT may request in the future.

The Civil Rights Restoration Act of 1987 provides that the provisions of the assurances apply to all of the operations of SUBRECIPIENT's program(s) and activity(ies), so long as any portion of SUBRECIPIENT's program(s) or activity(ies) is federally assisted in the manner prescribed above.

1. SUBRECIPIENT ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal financial assistance, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d *et seq.*), as implemented by the Department of the Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166, directives, circulars, policies, memoranda, and/or guidance documents.

2. SUBRECIPIENT acknowledges that Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency," seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English proficiency (LEP). SUBRECIPIENT understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury's implementing regulations. Accordingly, SUBRECIPIENT shall initiate reasonable steps, or comply with the Department of the Treasury's directives, to ensure that LEP persons have meaningful access to its programs, services, and activities. SUBRECIPIENT understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in SUBRECIPIENT's programs, services, and activities.

3. SUBRECIPIENT agrees to consider the need for language services for LEP persons when SUBRECIPIENT develops applicable budgets and conducts programs, services, and activities. As a resource, the Department of the Treasury has published its LEP guidance at 70 FR 6067. For more information on taking reasonable steps to provide meaningful access for LEP persons, please visit <http://www.lep.gov>.

4. SUBRECIPIENT acknowledges and agrees that compliance with the assurances constitutes a condition of continued receipt of federal financial assistance and is binding upon SUBRECIPIENT and SUBRECIPIENT's successors, transferees, and assignees for the period in which such assistance is provided.

5. SUBRECIPIENT understands and agrees that if any real property or structure is provided or improved with the aid of federal financial assistance by the Department of the Treasury, this assurance obligates SUBRECIPIENT, or in the case of a subsequent transfer, the transferee, for the period during which the real property or structure is used for a purpose for which the federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is provided, this assurance obligates SUBRECIPIENT for the period during which it retains ownership or possession of the property.

6. SUBRECIPIENT shall cooperate in any enforcement or compliance review activities by the Department of the Treasury of the aforementioned obligations. Enforcement may include investigation, arbitration, mediation, litigation, and monitoring of any settlement agreements that may result from these actions. SUBRECIPIENT shall comply with information requests, on-site compliance reviews and reporting requirements.

7. SUBRECIPIENT shall maintain a complaint log and inform the Department of the Treasury of any complaints of discrimination on the grounds of race, color, or national origin, and limited English proficiency covered by Title VI of the Civil Rights Act of 1964 and implementing regulations and provide, upon request, a list of all such reviews or proceedings based on the complaint, pending or completed, including outcome. SUBRECIPIENT also must inform the Department of the Treasury if SUBRECIPIENT has received no complaints under Title VI.

8. SUBRECIPIENT must provide documentation of an administrative agency's or court's findings of non-compliance of Title VI and efforts to address the non-compliance, including any voluntary compliance or other agreements between the SUBRECIPIENT and the administrative agency that made the finding. If SUBRECIPIENT settles a case or matter alleging such discrimination, SUBRECIPIENT must provide documentation of the settlement. If SUBRECIPIENT has not been the subject of any court or administrative agency finding of discrimination, please so state.

**MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY
MISSISSIPPI MUNICIPALITY AND COUNTY WATER INFRASTRUCTURE GRANT**

**STATE OF MISSISSIPPI
COUNTY OF HINDS**

MDEQ AGREEMENT NO. 150-2-CW-5.5

SUBAWARD AGREEMENT

This document is a Subaward Agreement (this “Agreement”) between the Mississippi Department of Environmental Quality (“MDEQ”), a Pass-through entity as defined in 2 C.F.R. § 200.1, and City of Gulfport, UEI Number: G8SCFJ32K4N5 (“SUBRECIPIENT”, and together with MDEQ, the “Parties”, and each, a “Party”) to provide grant funds for the Work conducted under the Mississippi Municipality and County Water Infrastructure (“MCWI”) Grant Program (the “Program”) as specified in Article 4.

1. SOURCE OF FUNDS

The grant funds provided by this Agreement are made available pursuant to the Municipality and County Water Infrastructure Grant Program Act of 2022 (Miss. Code Ann. § 49-2-131), provided through funds awarded to the State of Mississippi pursuant to the American Rescue Plan Act of 2021 (“ARPA”), Public Law 117-2 (March 11, 2021), provided through the U.S. Department of Treasury pursuant to Federal Award # SLFRP0003 and CFDA No. 21.027 (Coronavirus State and Local Fiscal Recovery Funds) awarded on May 10, 2021, and subsequently to MDEQ through Mississippi Senate Bill 3056, 2022 Regular Session (April 26, 2022) and Mississippi House Bill 1716, 2023 Regular Session (March 22, 2023).

2. PROJECT

Under this Agreement, MDEQ agrees to disburse funds to SUBRECIPIENT in accordance with the terms herein to reimburse the costs associated with SUBRECIPIENT’s implementation of the project entitled “North Gulfport Wastewater Treatment Plant - Headworks” (the “Project”).

3. PURPOSE

The purpose of this Project is to make a necessary investment in an upgrade to SUBRECIPIENT’s infrastructure. The Project is not for Research and Development.

4. SCOPE OF WORK

SUBRECIPIENT shall perform the tasks as described and identified in Attachment A, Scope of Work (the “Work”).

5. TERMS AND CONDITIONS

SUBRECIPIENT is subject to U.S. Treasury’s regulations governing ARPA, and all applicable terms and conditions in 2 C.F.R. Part 200 of the Office of Management and Budget (“OMB”) Uniform Guidance for Grants and Cooperative Agreements, as amended, including

Appendix II to Part 200, and all other OMB circulars, executive orders or other federal laws or regulations applicable to the services provided under this Agreement. All of these terms and conditions of this Agreement apply to SUBRECIPIENT and, as applicable, its Contractors/Contracted Parties.

6. **PERIOD OF PERFORMANCE**

The Period of Performance shall commence upon the execution of this Agreement and shall end on **September 30, 2026**. Costs incurred on March 3, 2021, or thereafter, but prior to the commencement of the Period of Performance may be reimbursed provided MDEQ determines such costs are allowable and eligible. SUBRECIPIENT agrees to complete all tasks included in the Scope of Work within this Period of Performance, unless otherwise specified in writing by MDEQ. If, at any time during the Period of Performance of this Agreement, SUBRECIPIENT determines, based on the Work performed to date, that the Work cannot be completed within the Period of Performance, SUBRECIPIENT shall so notify MDEQ immediately in writing.

Failure to adhere to the requirements placed on MCWI funds can result in termination of this Agreement and may result in a demand for repayment by MDEQ. Moreover, if MDEQ is required to return any funds as a result of misspending on the part of SUBRECIPIENT, MDEQ reserves the right to seek and receive repayment of the amount of funds in question.

7. **CONSIDERATION AND PAYMENT**

A. *Project Cost.* The total Project cost shall not exceed **\$11,452,077.00**, with said amount broken down as follows:

i. MCWI Grant Funds shall not exceed **\$5,290,183.08**;

ii. The Local Fiscal Recovery Funds ("LFRF") received by SUBRECIPIENT from the U.S. Treasury or the Mississippi Department of Finance and Administration used as matching funds in this Agreement shall not exceed **\$5,290,183.08**;

iii. Any LFRF transferred to SUBRECIPIENT from a county or municipality ("Transferred LFRF") shall not exceed **\$0.00**;

iv. Any other funds that SUBRECIPIENT obligates(ed) to the project that are not eligible for MCWI match ("Other Funds") shall not exceed **\$871,710.84**.

B. Professional fees that will be reimbursed with MCWI Grant Funds shall not exceed **\$458,083.08**. This amount is included in, and is not in addition to, the maximum MCWI Grant Funds specified in Article 7.A.i, above and Article 7.C., below.

SUBRECIPIENT understands and acknowledges that the amount of professional fees, as defined in the MCWI Regulations, Rule 1.1 E. (18), that may be matched with MCWI Grant Funds is limited to no more than 4% of the total amount of costs actually

incurred on the Project, which in no case may be more than the total Project cost set forth in Article 7.A., above.

C. *Consideration.* As consideration for the performance of the tasks included in this Agreement, MDEQ agrees to reimburse SUBRECIPIENT an amount not to exceed **Five Million Two Hundred Ninety Thousand One Hundred Eighty-Three Dollars and Eight Cents (\$5,290,183.08)** (the "Maximum Amount").

MDEQ is under no obligation to provide funds to SUBRECIPIENT if SUBRECIPIENT has not met, or does not continue to meet, minimum federal requirements to receive funds, such as but not limited to, adhering to applicable procurement requirements found in 2 C.F.R. Part 200 *et al.* Moreover, MDEQ bears no responsibility relative to SUBRECIPIENT's expenditure of its own funds. To that end, in the process of review of documentation for reimbursement, as well as compliance monitoring activities associated with the Program, MDEQ is not responsible or liable for any expenditure made by SUBRECIPIENT with its funds. As such, SUBRECIPIENT is solely responsible for compliance with federal and state requirements associated with its LFRF, its LFRF Transferred Funds, and any other funds it uses towards its Project that are not a part of the MCWI Grant Funds. SUBRECIPIENT must substantiate all expenditures in a compliant manner. MDEQ is under no obligation to reimburse costs incurred that are not demonstrably compliant with federal and state law.

D. *Payment.* Subject to available funding, as set forth in the terms and conditions of this Agreement, MDEQ shall pay all properly invoiced amounts due to SUBRECIPIENT within forty-five (45) days after MDEQ's receipt of such invoice, except for any amounts disputed by MDEQ in good faith. Legislative approval may be required where MDEQ receives any claim of payment from SUBRECIPIENT that includes Work performed outside a one (1) year period from receipt of such invoice.

i. *Request for Payment.* SUBRECIPIENT shall request payment of funds hereunder for Project costs on a reimbursement basis (such requests, "Reimbursement Requests"), unless otherwise directed by MDEQ. SUBRECIPIENT shall submit Reimbursement Requests and supporting documentation of costs incurred as required by MDEQ to the MCWI Reimbursement Portal, located at <https://www.mswaterinfrastructure.com>. All Reimbursement Requests for time periods ending June 30 of any year, during the Period of Performance under this Agreement, shall be submitted no later than July 31 of that same year. Final invoice(s) shall be submitted to MDEQ no later than September 30, 2026. The Reimbursement Request shall include, at a minimum, breakdowns of personnel, position, dates worked, tasks performed, and totals for contract costs, materials, supplies and equipment, included in the Reimbursement Request. SUBRECIPIENT shall make Reimbursement Requests in accordance with the following procedures and subject to the following terms and conditions:

1. SUBRECIPIENT may make Reimbursement Requests no more frequently than once monthly during the Period of Performance of this Agreement.

2. SUBRECIPIENT shall request payment under this Agreement only for the costs necessary to complete the Scope of Work specifically stated and required under this Agreement.

3. SUBRECIPIENT shall not request payment under this Agreement for other services or other work the SUBRECIPIENT or its contractors may provide under any other Subaward or Contract not related to this Project.

4. SUBRECIPIENT shall provide on each Reimbursement Request the amount of its LFRF, Transferred LFRF and Other Funds expended. SUBRECIPIENT shall also provide the amount requested for professional fees. MDEQ will then determine the amount of MCWI Grant Funds that each Reimbursement Request qualifies for within the Program regulations and procedures.

5. SUBRECIPIENT understands that no payment, including final payment, shall be interpreted as acceptance of defective and incomplete Work, and SUBRECIPIENT shall remain responsible for performance in strict compliance with this Agreement. If MDEQ rejects, condemns or fails to approve any part of the Scope of Work, it may issue a Notice to Cure or terminate this Agreement.

6. MDEQ reserves the right to refuse to pay all or any part of the funds requested in a Reimbursement Request for any of the following reasons: 1) at MDEQ's discretion, the costs SUBRECIPIENT is seeking reimbursement for are not reasonable or necessary for the completion of the Work in this Agreement, 2) at MDEQ's discretion, the costs are ineligible for reimbursement under this Project, 3) at the time the request is submitted SUBRECIPIENT has failed to comply with any term or condition of this Agreement, 4) at the time the request is submitted the SUBRECIPIENT has otherwise failed to perform the Work to date in accordance with the Scope of Work, or 5) at the time the request is submitted the SUBRECIPIENT has otherwise failed to comply with applicable state, federal, or local laws and regulations.

ii. *Indirect Cost Rate.* Reimbursement of indirect costs and/or overhead is not allowed under this Agreement.

E. *Limitations on Expenditures.* MDEQ shall reimburse SUBRECIPIENT only for documented expenditures incurred on or after March 3, 2021: (i) reasonable and necessary to carry out the Scope of Work described in Attachment A; (ii) documented by contracts or other evidence of liability and (iii) incurred in accordance with all applicable requirements for the expenditure of funds payable under this Agreement.

F. *Improper Payments.* Any item of expenditure by SUBRECIPIENT under the terms of this Agreement which is found by auditors, investigators, other authorized

representatives of MDEQ, the U.S. Treasury, the Mississippi State Auditor or other federal or state instrumentality to be improper, unallowable, in violation of federal or state law, or the terms of this Agreement, or involving any fraudulent, deceptive, or misleading representations or activities of SUBRECIPIENT shall become SUBRECIPIENT's liability, and shall be paid solely by SUBRECIPIENT, immediately upon notification of such, from funds other than those provided by MDEQ under this Agreement. This provision shall survive the expiration or termination of this Agreement.

Any funds that are paid by MDEQ to SUBRECIPIENT that are not necessary for the completion of the Work in this Agreement and/or that are deemed ineligible must be returned to MDEQ immediately upon receiving MDEQ's written notification for return of funds.

G. *Clawback.* If funds are expended improperly or if an expense submitted for reimbursement is disallowed or deemed ineligible under federal, state or local laws and regulations, then payments to SUBRECIPIENT may be subject to clawback by MDEQ, the State of Mississippi or the U.S. Treasury.

8. **AMENDMENTS OR MODIFICATION**

This Agreement may only be amended, modified, or supplemented by written agreement signed by the Parties hereto.

9. **PROGRESS REPORTS**

SUBRECIPIENT shall provide required progress reports during the Period of Performance of this Agreement in a format prescribed by MDEQ. These reports shall be submitted in accordance with the following schedule, which may be amended from time to time:

<u>REPORTING PERIOD</u>	<u>DEADLINE</u>
October – December	January 15
January – March	April 15
April – June	July 15
July – September	October 15

This provision shall survive the expiration or termination of this Agreement with respect to any reports which SUBRECIPIENT is required to submit to MDEQ following the expiration or termination of this Agreement.

10. **FAILURE TO TIMELY PERFORM**

SUBRECIPIENT shall take all reasonable measures to ensure MCWI Grant Funds and LFRF used for MCWI matching funds are obligated by 11:59 p.m. on August 30, 2024. SUBRECIPIENT acknowledges and agrees that its failure to obligate MCWI Grant Funds and

LFRF used for MCWI matching funds by 11:59 p.m. on August 30, 2024, may result in MDEQ modifying the MCWI Grant Funds awarded or terminating this Agreement.

If SUBRECIPIENT refuses or fails to perform any of the provisions of this Agreement with such diligence as will ensure its completion within the time specified in this Agreement or any extension thereof authorized by MDEQ or if SUBRECIPIENT otherwise fails to satisfy the Agreement provisions or commits any other substantial breach of this Agreement, MDEQ may notify SUBRECIPIENT in writing of the delay or nonperformance. If such delay or nonperformance is not cured in ten (10) days or any longer time specified in writing by MDEQ, MDEQ may terminate SUBRECIPIENT's right to proceed with the Agreement or such part of the Agreement as to which there has been delay or a failure to perform properly.

Notwithstanding termination of the Agreement and subject to any directions by MDEQ, SUBRECIPIENT shall take timely, reasonable, and necessary action to protect and preserve property in the possession of SUBRECIPIENT in which the State has an interest.

11. FINAL PAYMENT AND REPORT

When SUBRECIPIENT has performed all the Work, SUBRECIPIENT shall transmit to MDEQ a comprehensive report on the Work in a format prescribed by MDEQ (the "Final Report"). The Final Report shall be provided by SUBRECIPIENT to MDEQ within forty-five (45) days of Project completion in a format prescribed by MDEQ. Upon acceptance of Final Report, MDEQ will process final Reimbursement Request.

Upon satisfactory completion of the Work performed under this Agreement, as a condition before final payment under this Agreement or as a termination settlement under this Agreement, SUBRECIPIENT shall certify to MDEQ, on a form provided by MDEQ, that the final payment amount is the remaining amount that SUBRECIPIENT is owed under this Agreement and that no additional payment for its Work under this Project will be submitted for reimbursement. Unless otherwise provided in the Agreement, by state law or otherwise expressly agreed to by the Parties in this Agreement, final payment under this Agreement or settlement upon termination of this Agreement shall not constitute a waiver of MDEQ's claims against SUBRECIPIENT or its sureties under this Agreement.

In consideration of the execution of this Agreement by MDEQ, SUBRECIPIENT agrees that acceptance of final payment from MDEQ will constitute an agreement by SUBRECIPIENT to release and forever discharge MDEQ, its agents, employees, officers, representatives, affiliates, successors and assigns from any and all claims, demands, damages, liabilities, actions, causes of action or suits of any nature whatsoever, which SUBRECIPIENT has at the time of acceptance of final payment or may thereafter have, arising out of, in connection with or in any way relating to any and all injuries and damages of any kind as a result of or in any way relating to this Agreement.

12. FINANCIAL MANAGEMENT AND COMPLIANCE

MDEQ requires that SUBRECIPIENT have in place, prior to the receipt of funds, a financial management system that will be able to isolate and trace every dollar funded under this Agreement from receipt to expenditure and have on file appropriate support documentation for each transaction. Examples of documentation include but are not limited to copies of checks paid

to vendors, vendor invoices, bills of lading, purchase vouchers, payrolls, bank statements and reconciliations, and real property and easement appraisals. Prior to the submittal of any such documentation to MDEQ, SUBRECIPIENT shall redact, in accordance with the definition of "Protected Personally Identifiable Information" ("Protected PII") as defined in 2 C.F.R. § 200.1, all information reflecting an individual's first name or first initial and last name in combination with any one or more of types of information, including, but not limited to, social security number, passport number, credit card numbers, clearances, bank numbers, biometrics, date and place of birth, mother's maiden name, criminal, medical and financial records, educational transcripts. This does not include PII as defined in 2 C.F.R. § 200.1 that is required by law to be disclosed. SUBRECIPIENT and any Contracted Parties (as such term is defined in Article 13 of this Agreement) are limited to the travel rates of the State of Mississippi, including dining and hotels, in place at the time of the expenditure for which reimbursement is sought; and SUBRECIPIENT shall audit any such invoice for same, clearly indicating the actual expense and the adjustment, if any.

SUBRECIPIENT certifies that all information provided to MDEQ or its representatives as part of the initial risk assessment for this Work is complete and accurate. SUBRECIPIENT agrees to submit to and cooperate with MDEQ in any additional risk assessment evaluation and periodic audit procedures to ensure adequate financial management of all funds. Further, SUBRECIPIENT shall continue to implement any recommendations and/or corrective action plan set forth in the report transmitted to SUBRECIPIENT based on the findings of the systems and processes for financial management, a copy of which is attached hereto as Attachment B and incorporated herein in its entirety.

13. CONTRACTS

SUBRECIPIENT shall be responsible for accountability of funds, compliance with Project specifications, and Project management by its contractors. MDEQ shall not bear responsibility for any liability caused or incurred by any contractor in performing Work. MDEQ shall not be deemed by virtue of this Agreement to have any contractual obligation to, or relationship with, any of SUBRECIPIENT's contractors, and the Parties agree and acknowledge that, as between MDEQ and SUBRECIPIENT, all Work shall be deemed to be the responsibility of, and performed by, SUBRECIPIENT. No contractor or other recipient of funds from MDEQ under this Agreement shall be deemed to be an agent, representative, employee or servant of MDEQ in connection with this Agreement. The parties with whom contracts or subaward agreements are entered into by the SUBRECIPIENT shall be referred to herein as "Contractor", "Contracted Party", or "Contracted Parties". In addition to ensuring that its Contracted Parties follow the applicable terms in this Agreement, SUBRECIPIENT shall require all terms and conditions set forth in Attachments A and C attached hereto to be included in all agreements between the SUBRECIPIENT and Contracted Parties, and in all agreements between Contracted Parties and Contracted Parties' contractors/sub-contractors.

14. APPLICABLE LAW

The Agreement shall be governed by and construed in accordance with the laws and regulations of the State of Mississippi and applicable federal law excluding, its conflict of laws provisions, and any litigation with respect thereto shall be brought in the courts of the State.

SUBRECIPIENT shall comply with applicable federal, state, and local laws and regulations, including, but not limited to, the following:

A. *Authorizing Statutes.* Section 603 of the Social Security Act (42 U.S.C. § 803), as added by section 9901 of the American Rescue Plan Act of 2021 (Pub. L. No. 117-2) and the Mississippi Municipality and County Water Infrastructure Grant Program Act of 2022 (Miss. Code Ann. § 49-2-131).

B. *Implementing Regulations.* Subpart A of 31 C.F.R. Part 35 (Coronavirus State and Local Fiscal Recovery Funds), as adopted in the Coronavirus State and Local Fiscal Recovery Funds interim final rule (86 Fed. Reg. 26786, applicable May 17, 2021 through March 31, 2022) and final rule (87 Fed. Reg. 4338, applicable January 27, 2022 through the end of the ARP/CSLFRF award term), and other subsequent regulations implementing Section 603 of the Social Security Act (42 U.S.C. § 803), as well as MDEQ regulations, entitled “Mississippi Commission on Environmental Quality Regulations for the Mississippi Municipality and County Water Infrastructure Grant Program.”

C. *Guidance Documents.* Applicable guidance documents issued from time-to-time by the US Department of Treasury and MDEQ, including the currently applicable version of the *Compliance and Reporting Guidance: State and Local Fiscal Recovery Funds*.¹

D. *Licenses, Certifications, Permits, Accreditation.* SUBRECIPIENT shall obtain and keep current any license, certification, permit, or accreditation required by federal, state, or local law and shall submit to MDEQ proof of any licensure, certification, permit or accreditation upon request.

15. AVAILABILITY OF FUNDS

It is expressly understood and agreed that the obligation of MDEQ to proceed under this Agreement is conditioned upon the availability of the funds from state, federal, and/or other funding sources. If the funds anticipated for the continuing fulfillment of the Agreement are, at any time, not forthcoming or insufficient, either through the failure of the federal government to provide funds or of the State of Mississippi to appropriate funds or the discontinuance or material alteration of the program under which funds were provided or if funds are not otherwise available to MDEQ, MDEQ shall have the right upon ten (10) working days written notice to the SUBRECIPIENT, to terminate this Agreement without damage, penalty, cost or expenses to MDEQ of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.

16. REPRESENTATION REGARDING CONTINGENT FEES

SUBRECIPIENT represents that it has not retained a person to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee.

¹ <https://home.treasury.gov/system/files/136/SLFRF-Compliance-and-Reporting-Guidance.pdf>.

17. **REPRESENTATION REGARDING GRATUITIES**

SUBRECIPIENT represents that it has not violated, is not violating, and promises that it will not violate the prohibition against gratuities set forth in Section 6-204 (Gratuities) of the *Mississippi Public Procurement Review Board Office of Personal Service Contract Review Rules and Regulations* and Section 9.105 (Gratuities) of the Mississippi Procurement Manual.

18. **UNIFORM ADMINISTRATIVE REQUIREMENTS**

SUBRECIPIENT shall comply with the *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, 2 C.F.R. Part 200 (“UG”), as adopted by the Department of Treasury at 2 C.F.R. Part 1000 and as set forth in the Assistance Listing for ARP/CSLFRF (21.027). These requirements dictate how SUBRECIPIENT must administer the Subaward and how MDEQ must oversee SUBRECIPIENT. As a condition of receipt of the grant funds authorized in this Agreement, SUBRECIPIENT agrees to watch the video entitled “American Rescue Plan Act State & Local Fiscal Recovery Funds, Procurement Overview” found at <https://www.mswaterinfrastructure.com>.

The applicable UG provisions are as follows:

- Subpart A, Acronyms and Definitions;
- Subpart B, General Provisions;
- Subpart C, Pre-Federal Award Requirements and Contents of Federal Awards (except 2 C.F.R. §§ 200.204, .205, .210, and .213);
- Subpart D, Post Federal Award Requirements (except 2 C.F.R. §§ 200.305(b)(8) and (9), .308, .309, and .320(c)(4));
- Subpart E, Cost Principles;
- Subpart F, Audit Requirements;
- 2 C.F.R. Part 25 (Universal Identifier and System for Award Management);
- 2 C.F.R. Part 170 (Reporting Subaward and Executive Compensation Information); and
- 2 C.F.R. Part 180 (OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Non-procurement)).

SUBRECIPIENT shall document compliance with UG requirements, including adoption and implementation of all required policies and procedures, within thirty (30) days of the execution of this Agreement and during all subsequent reviews during the term of the Agreement. It is SUBRECIPIENT’s responsibility to comply with all UG requirements. Failure to do so may result in termination of the Agreement by MDEQ.

All real property acquired or improved, and equipment or supplies purchased in whole or in part with MCWI Grant Funds and/or LFRF, must be used, insured, managed, and disposed of in accordance with 2 C.F.R. § 200.311 through 2 C.F.R. § 200.316.

19. **SUBAWARDS**

If SUBRECIPIENT is authorized by MDEQ to make a Subaward, SUBRECIPIENT must include and incorporate the terms and conditions of this Agreement and any attachments, in all lower tier Subawards. Further, SUBRECIPIENT, who makes a Subaward, must follow and carry out all the responsibilities of a Pass-through entity described at 2 C.F.R. Part 200.

20. **COMPLIANCE WITH LAWS**

SUBRECIPIENT understands that MDEQ is an equal opportunity employer and therefore, maintains a policy which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, disability, genetic information, or any other consideration made unlawful by federal, state, or local laws. All such discrimination is unlawful, and SUBRECIPIENT agrees during the Period of Performance of the Agreement that SUBRECIPIENT will strictly adhere to this policy in its employment practices and work performance under this Agreement. SUBRECIPIENT shall comply with, and all activities under this Agreement shall be subject to, all applicable federal, state, and local laws and regulations, as now existing and as may be amended or modified.

SUBRECIPIENT along with any sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d *et seq.*), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this Agreement. Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d *et seq.*, as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this Agreement. Further, SUBRECIPIENT agrees to comply with the provisions of Attachment D to this Agreement.

Nothing contained in this Agreement may be deemed or construed in any way to stop, limit, or impair MDEQ from exercising or performing any regulatory, legislative, governmental, or other powers or functions.

SUBRECIPIENT is required to review and understand the requirements, limitations and restrictions placed upon them under ARPA, including the information provided by the State and Local Fiscal Recovery Fund Final Rule.²

SUBRECIPIENT is required to review and understand the requirements, limitations and restrictions placed upon them under the Mississippi Municipality and County Water Infrastructure Grant Program Act of 2022 (Miss. Code Ann. § 49-2-131).³

² <https://www.govinfo.gov/content/pkg/FR-2022-01-27/pdf/2022-00292.pdf>

³ <http://billstatus.ls.state.ms.us/documents/2023/pdf/SB/2400-2499/SB2444SG.pdf>

SUBRECIPIENT is required to review and understand the requirements, limitations and restrictions placed upon them under the Regulations promulgated by MDEQ.⁴

21. **STOP WORK ORDER**

A. *Order to Stop Work:* MDEQ may, by written order to SUBRECIPIENT at any time and without notice to any surety, require SUBRECIPIENT to stop all or any part of the Work called for by this Agreement. This order shall be for a specified period not exceeding ninety (90) days after the order is delivered to SUBRECIPIENT, unless the Parties agree to any further period. Any such order shall be identified specifically as a stop work order issued pursuant to this clause. Upon receipt of such an order, SUBRECIPIENT shall forthwith comply with its terms and take all reasonable steps to minimize the occurrence of costs allocable to the Work covered by the order during the period of work stoppage. Before the stop work order expires, or within any further period to which the Parties shall have agreed, MDEQ shall either:

- i. cancel the stop work order; or
- ii. terminate the Work covered by such order as provided in the Termination for Default clause or the Termination for Convenience clause of this Agreement.

B. *Cancellation or Expiration of the Order:* If a stop work order issued under this clause is canceled at any time during the period specified in the order or if the period of the order or any extension thereof expires, SUBRECIPIENT shall have the right to resume Work. An appropriate adjustment may be made in the Period of Performance or Maximum Amount, or both, and the Agreement shall be modified in writing accordingly if:

- i. The stop work order results in an increase in the time required for, or in SUBRECIPIENT's cost properly allocable to, the performance of any part of this Agreement; and
- ii. SUBRECIPIENT provides a written claim for such an adjustment within thirty (30) days after the end of the period of work stoppage; provided that MDEQ decides that the facts justify such action and any such claim asserted may be received and acted upon at any time prior to final payment under this Agreement.

C. *Termination of Stopped Work:* If a stop work order is not canceled and the Work covered by such order is terminated for default or convenience, the reasonable costs resulting from the stop work order may be allowed by adjustment or otherwise.

22. **E-PAYMENT**

SUBRECIPIENT agrees to accept all payments in United States currency via the State of Mississippi's electronic payment and remittance vehicle. MDEQ agrees to make payment in

⁴ <https://mswaterinfrastructure.com/wp-content/uploads/2022/07/MCWI-Grant-Program-Regulations-revised-12-16-22.pdf>

accordance with Mississippi law on “Timely Payments for Purchases by Public Bodies,” which generally provides for payment of undisputed amounts by the agency within forty-five (45) days of receipt of invoice. Miss. Code Ann. § 31-7-305.

23. **INTERVENTIONS**

If MDEQ determines that SUBRECIPIENT is not in compliance with this Agreement, MDEQ may initiate an intervention, in accordance with 2 C.F.R. § 200.208 and 2 C.F.R. § 200.339. The degree of SUBRECIPIENT’s performance or compliance deficiency will determine the degree of intervention. All possible interventions are listed below and will depend on the degree of deficiency in SUBRECIPIENT’s performance or compliance deficiency.

If MDEQ determines that an intervention is warranted, it shall provide written notice to SUBRECIPIENT of the intervention within thirty (30) days of the completion of a report review, desk review, onsite review, audit review, or procedures engagement review, or as soon as possible after MDEQ otherwise learns of a compliance or performance deficiency related to the execution of this Agreement. The written notice shall notify SUBRECIPIENT of the following related to the intervention:

- (1) The nature of the additional requirements;
- (2) The reason why the additional requirements are being imposed;
- (3) The nature of the action needed to remove the additional requirement, if applicable;
- (4) The time allowed for completing the actions if applicable; and
- (5) The method for requesting reconsideration of the additional requirements imposed.

MDEQ may impose, but is not limited to, the following interventions on SUBRECIPIENT, based on the level of the compliance or performance deficiency that MDEQ determines:

Level 1 Interventions. These interventions may be required for minor compliance or performance issues:

- (1) SUBRECIPIENT addresses specific internal control, documentation, financial management, compliance, or performance issues within a specified time period; and/or
- (2) More frequent or more thorough reporting by the SUBRECIPIENT; and/or
- (3) More frequent monitoring by MDEQ; and/or
- (4) Required SUBRECIPIENT technical assistance or training.

Level 2 Interventions. These interventions may be required for more serious compliance or performance issues:

- (1) Restrictions on funding payment requests by SUBRECIPIENT; and/or
- (2) Disallowing payments to SUBRECIPIENT; and/or
- (3) Requiring repayment for disallowed cost items; and/or
- (4) Imposing probationary status on SUBRECIPIENT.

Level 3 Interventions. These interventions may be required for significant and/or persistent compliance or performance issues:

- (1) Temporary or indefinite funding suspension to SUBRECIPIENT; and/or
- (2) Nonrenewal of funding to SUBRECIPIENT in subsequent year; and/or
- (3) Terminate funding to SUBRECIPIENT in the current year; and/or
- (4) Initiate legal action against SUBRECIPIENT.

Interventions will remain in place until the underlying performance or compliance deficiency is addressed to the sole satisfaction of MDEQ.

24. E-VERIFICATION

If applicable, SUBRECIPIENT represents and certifies that it will ensure its compliance with the Mississippi Employment Protection Act of 2008 and will register and participate in the status verification system for all newly hired employees. Miss. Code Ann. §§ 71-11-1, *et seq.* The term “employee” as used herein means any person that is hired to perform work within the State. As used herein, “status verification system” means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. SUBRECIPIENT agrees to maintain records of such compliance. Upon request of the State of Mississippi and after approval of the Social Security Administration or Department of Homeland Security, when required, SUBRECIPIENT agrees to provide a copy of each such verification. SUBRECIPIENT further represents and certifies that any person assigned to perform services hereafter meets the employment eligibility requirements of all immigration laws.

25. TRANSPARENCY

This Agreement, including any accompanying exhibits, attachments, and appendices, is subject to the “Mississippi Public Records Act of 1983” and its exceptions. See Miss. Code Ann. §§ 25-61-1 *et seq.* and Miss. Code Ann. § 79-23-1. In addition, this Agreement is subject to the provisions of the Mississippi Accountability and Transparency Act of 2008. Miss. Code Ann. §§ 27-104-151, *et seq.* Unless exempted from disclosure due to a court-issued protective order, a copy of this executed Agreement may be posted to the Department of Finance and Administration’s independent agency Agreement website for public access at <https://www.transparency.mississippi.gov>. Information identified by SUBRECIPIENT as trade secrets or other proprietary information, including confidential vendor information, or any other information which is required to be confidential by state or federal law or outside the applicable freedom of information statutes will be redacted.

26. PAYMODE

Payments by state agencies using the statewide accounting system shall be made and remittance information provided electronically as directed by MDEQ. These payments shall be deposited into the bank account of SUBRECIPIENT’s choice. MDEQ may, at its sole discretion, require SUBRECIPIENT to submit invoices and supporting documentation electronically at any time during the Period of Performance of this Agreement. SUBRECIPIENT understands and

agrees that MDEQ is exempt from the payment of taxes. All payments shall be in United States currency.

27. **TERMINATION**

The Agreement may be terminated as follows:

A. *Termination For Convenience.*

The MDEQ may, when the interests of the State so require, terminate this Agreement in whole or in part, for the convenience of the State. MDEQ shall give written notice of the termination to SUBRECIPIENT specifying the part of the Agreement terminated and when termination becomes effective.

B. *Termination For Default.*

If SUBRECIPIENT refuses or fails to perform any of the provisions of this Agreement with such diligence as will ensure its completion within the time specified in this Agreement or any extension thereof or otherwise fails to satisfy the Agreement provisions or commits any other substantial breach of this Agreement, MDEQ may notify SUBRECIPIENT in writing of the delay or nonperformance, and if not cured in ten (10) days or any longer time specified in writing by MDEQ, MDEQ may terminate SUBRECIPIENT's right to proceed with the Agreement or such part of the Agreement as to which there has been delay or a failure to properly perform.

Notwithstanding termination of the Agreement and subject to any directions by MDEQ, SUBRECIPIENT shall take timely, reasonable, and necessary action to protect and preserve property in the possession of SUBRECIPIENT in which the State has an interest.

C. *Termination Upon Bankruptcy.*

This Agreement may be terminated in whole or in part by MDEQ upon written notice to SUBRECIPIENT, if SUBRECIPIENT should become the subject of bankruptcy or receivership proceedings, whether voluntary or involuntary, or upon the execution by SUBRECIPIENT of an assignment for the benefit of its creditors. In the event of such termination, SUBRECIPIENT shall be entitled to recover just and equitable compensation for satisfactory Work performed under this Agreement, but in no case shall said compensation exceed the total Maximum Amount.

28. **DISPUTES**

Before pleading to any judicial system at any level, SUBRECIPIENT must exhaust all administrative remedies. A written complaint must first be sent to the Executive Director of MDEQ. The decision of the Executive Director shall be reduced to writing and a copy thereof mailed or furnished to SUBRECIPIENT within fourteen (14) days after receipt of information

requested by MDEQ or the Executive Director. If the decision of the Executive Director does not resolve the matter, successive administrative remedies may, at SUBRECIPIENT's option, include bringing the complaint before the Mississippi Commission on Environmental Quality pursuant to Miss. Code Ann. §§ 49-17-35 and -41. In the alternative, at SUBRECIPIENT's option, the decision of the Executive Director may be deemed the final agency action on the complaint. Appeals from the decision of the Executive Director or the Commission shall follow procedures outlined in Miss. Code Ann. § 49-17-41.

29. **ANTI-ASSIGNMENT/CONTRACTING**

SUBRECIPIENT shall not assign, contract, or otherwise transfer this Agreement, in whole or in part without the prior written consent of MDEQ, which MDEQ may, in its sole discretion, approve or deny without reason. Any attempted assignment or transfer of its obligations without such consent shall be null and void. No such approval by MDEQ of any contract shall be deemed in any way to provide for the incurrence of any obligation of MDEQ in excess of the Maximum MCWI Grant Fund amount set forth in this Agreement, nor create any contractual relationship between MDEQ and any Contracted Parties. Contracts shall be subject to the terms and conditions of this Agreement and to any conditions of approval that MDEQ may deem necessary. Subject to the foregoing, this Agreement shall be binding upon the respective successors and assigns of the Parties.

30. **AUTHORITY TO PARTICIPATE IN THIS AGREEMENT**

SUBRECIPIENT certifies and acknowledges it is a Mississippi county, municipality or public utility, as defined in MCWI regulation, Rule 1.1. E. (17), and that it has LFRF to use as match funding for this grant. SUBRECIPIENT further certifies and acknowledges that its entry into and performance under this Agreement is not restricted or prohibited by any loan, security, financing, contractual, or other agreement of any kind; and, notwithstanding any other provision of this Agreement to the contrary, that there are no existing legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under this Agreement.

31. **DEBARMENT AND SUSPENSION**

SUBRECIPIENT certifies to the best of its knowledge and belief, that it, and its Contracted Parties:

A. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transaction by any federal department or agency or any political subdivision or agency of the State of Mississippi;

B. have not, within a three (3) year period preceding this Agreement, been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or Agreement or Contract under a public transaction;

C. have not, within a three (3) year period preceding this Agreement, been convicted of or had a civil judgment rendered against it for a violation of federal or state

antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

D. are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of these offenses enumerated in Article 31. B. and Article 31. C., above; and

E. have not, within a three (3) year period preceding this Agreement, had one or more public transactions (federal, state, or local) terminated for cause or default.

32. FAILURE TO ENFORCE

Failure by MDEQ, at any time, to enforce the provisions of this Agreement shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of this Agreement or any part thereof or the right of MDEQ to enforce any provision at any time in accordance with its terms.

33. INDEMNIFICATION

SUBRECIPIENT agrees to maintain responsibility for the Project and agrees to provide proper operation and maintenance of all facilities for the life of the Project. SUBRECIPIENT's tort liability, if it is an entity of the State of Mississippi, is determined and controlled in accordance with Miss. Code Ann. §§ 11-46-1 *et seq.*, including all defenses and exceptions contained therein. Nothing in this Agreement shall have the effect of changing or altering this liability or of eliminating any defense available to the State under statute.

To the extent allowed by state law, SUBRECIPIENT agrees to indemnify and save, release and hold harmless the State of Mississippi, the Commission on Environmental Quality, MDEQ, all of their employees and officers, and MDEQ's contractors from and against any and all claim, demand, cause of action, liability, loss, damage, injury, suit, judgment, debt and cost, including attorney's fees or expenses on the part of SUBRECIPIENT, their agents or employees or any other parties arising out of or incident to, any and all Work under the terms of this Agreement.

34. SUBRECIPIENT STATUS

SUBRECIPIENT shall, during the entire Period of Performance of this Agreement, be construed to be an independent SUBRECIPIENT. Nothing in this Agreement is intended to nor shall be construed to create an employer-employee relationship or a joint venture relationship.

SUBRECIPIENT represents that it is qualified to perform the duties to be performed under this Agreement and that it has, or will secure, if needed, at its own expense, applicable personnel who are qualified to perform the duties required under this Agreement. Such personnel shall not be deemed in any way, directly or indirectly, expressly or by implication, to be employees of MDEQ.

Any person assigned by SUBRECIPIENT to perform the services hereunder shall be an employee or independent contractor of SUBRECIPIENT, who shall have the sole right to hire and discharge its employees and/or independent contractors under this Agreement.

SUBRECIPIENT shall pay, when due, all salaries and wages of its employees and accepts exclusive responsibility for the payment of federal income tax, state income tax, social security, unemployment compensation and any other withholdings that may be required. This provision is solely for the benefit of MDEQ, and nothing herein shall be construed to create or impose any contractual or agency relationship between MDEQ and SUBRECIPIENT'S contractors, subcontractors, employees or agents.

35. **INSURANCE**

SUBRECIPIENT and its Contracted Parties agree to and shall maintain insurance that is required by applicable state, federal, and local laws and regulations.

36. **ENTIRE AGREEMENT**

This Agreement, including all attachments, represents the entire and integrated agreement between the Parties hereto and supersedes all prior negotiations, representations or agreements, irrespective of whether written or oral. This Agreement may be altered, amended, or modified only by a written document executed by MDEQ and SUBRECIPIENT. SUBRECIPIENT acknowledges that it has thoroughly read this Agreement and all its attachments and has had the opportunity to receive competent advice and counsel necessary for it to form a full and complete understanding of all rights and obligations herein.

37. **ORAL STATEMENTS**

No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in this Agreement. All modifications to the Agreement must be made in writing by the MDEQ and agreed to by SUBRECIPIENT.

38. **RECORD RETENTION AND ACCESS TO RECORDS**

Provided SUBRECIPIENT is given reasonable advance written notice and such inspection is made during normal business hours of SUBRECIPIENT, the Government Accountability Office, MDEQ, the State or any duly authorized representatives shall have unimpeded, prompt access to any of SUBRECIPIENT's books, documents, papers, and other records which are maintained or produced as a result of the Project for the purpose of making audits, investigations, examinations, excerpts, transcriptions, and copies of such documents. This right also includes timely and reasonable access to the SUBRECIPIENT's personnel for the purpose of interview and discussion related to such documents. All records related to this Agreement shall be retained by SUBRECIPIENT for a minimum of ten (10) years after final payment is made under this Agreement and all pending matters are closed; however, if any audit, litigation or other action arising out of or related in any way to this Project is commenced before the end of the ten (10) year period, the records shall be retained for one (1) year after all issues arising out of the action are finally resolved or until the end of the ten (10) year period, whichever is later.

SUBRECIPIENT is not required to retain the above-mentioned records for the ten-year period prescribed in this Article and Article 39 only if all of the following conditions are satisfied:

A. SUBRECIPIENT has provided all of the documents described above and in the "Right to Audit" provision to MDEQ prior to the expiration of the ten (10) year retention period and a certification stating the same is simultaneously provided in writing to MDEQ;

B. No audit, litigation or other action arising out of or related in any way to this Project is commenced before SUBRECIPIENT provides the records and corresponding certification to MDEQ, in which case, SUBRECIPIENT shall retain the records until all issues arising out of the action are finally resolved; and

C. SUBRECIPIENT provides MDEQ a minimum of thirty (30) days written notice before providing the above-mentioned records and corresponding certification.

39. **RIGHT TO AUDIT**

SUBRECIPIENT shall maintain all financial records, including electronic financial records, as may be prescribed by the MDEQ or by applicable federal and state laws, rules, and regulations. SUBRECIPIENT shall retain these records for a period of ten (10) years after final payment. These records shall be made available during the term of the Agreement and the subsequent ten (10) year period for examination, transcription, and audit by MDEQ, the Mississippi State Auditor's Office, its designees, or other authorized bodies, including the Office of Inspector General. If any litigation, claim, investigation, or audit relating to this Agreement or an activity funded under the Agreement is started before the expiration of the ten (10) year period, the records must be retained until all litigation, claims, investigations, or audit findings involving the records have been resolved and final action taken.

40. **RIGHT TO INSPECT WORK; ACCESS**

MDEQ and their representatives, invitees, and consultants shall have access and the right to conduct announced and unannounced onsite and offsite physical visits to inspect all Work hereunder. Notwithstanding any review or inspection by MDEQ and their representatives, invitees, and consultants, SUBRECIPIENT shall not be relieved of its responsibility for performance of the Work or the submission of reports as expressly set forth in this Agreement solely by virtue of such inspection or review of the Work. SUBRECIPIENT shall provide MDEQ and its representatives, invitees, and consultants with the opportunity to participate in site inspections, meetings, and/or teleconferences, as appropriate, related to SUBRECIPIENT's performance of the Work.

41. **SEVERABILITY**

If any part of this Agreement is declared to be invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision of the Agreement that can be given effect without the invalid or unenforceable provision, and to this end the provisions hereof are severable. In such event, the Parties shall amend the Agreement as necessary to reflect the original intent of the Parties and to bring any invalid or unenforceable provisions in compliance with applicable law.

42. **THIRD PARTY ACTION NOTIFICATION**

SUBRECIPIENT shall give the MDEQ prompt notice in writing of any action or suit filed, and prompt notice of any claim made against SUBRECIPIENT by any entity that may result in litigation related in any way to this Agreement.

43. **CERTIFICATIONS**

SUBRECIPIENT's execution of this Agreement shall be deemed as acknowledgement, guarantee and certification by SUBRECIPIENT of the following:

A. SUBRECIPIENT has sufficient LFRF in its possession that it will use to match MCWI Grant Funds.

B. SUBRECIPIENT will follow and abide by all ARPA guidelines, guidance, rules, regulations, and other criteria, as may be amended from time to time, by the U.S. Treasury regarding the use of monies under this Agreement.

C. As required in Attachment A, Article (1) a., SUBRECIPIENT's Authorized Representative, or his/her designee has watched the video on the MDEQ <https://www.mswaterinfrastructure.com> web-page entitled "American Rescue Plan Act State & Local Fiscal Recovery Funds, Procurement Overview."

D. All of SUBRECIPIENT's LFRF used as MCWI matching funds, as well as MCWI Grant Funds received by SUBRECIPIENT, have been or will be used for the Project detailed in this Agreement.

E. Upon request by MDEQ, SUBRECIPIENT will provide an Intergovernmental Review Certification as detailed in the MCWI Regulations.

F. SUBRECIPIENT will obligate all MCWI Grant Funds and LFRF funds used for MCWI matching funds by 11:59 p.m. on August 30, 2024.

G. If SUBRECIPIENT does not complete the Project by December 31, 2026, SUBRECIPIENT acknowledges and agrees to complete the Project with other funds.

44. **WAIVER**

No delay or omission by either Party to this Agreement in exercising any right, power, or remedy hereunder or otherwise afforded by Agreement, at law, or in equity shall constitute an acquiescence therein, impair any other right, power or remedy hereunder or otherwise afforded by any means, or operate as a waiver of such right, power, or remedy. No waiver by either Party to this Agreement shall be valid unless set forth in writing by the Party making said waiver. No waiver of or modification to any term or condition of this Agreement will void, waive, or change any other term or condition. No waiver by one Party to this Agreement of a default by the other Party will imply, be construed as or require waiver of future or other defaults.

45. **COMPLIANCE WITH MISS. CODE ANN. § 31-5-37**

If applicable, SUBRECIPIENT shall ensure that Contracted Parties and bidders solicited for contract awards pursuant to this Agreement comply with the requirements of Miss. Code. Ann. § 31-5-37. SUBRECIPIENT shall require all bidders for any contract of Five Thousand Dollars (\$5,000.00) or more procured or to be procured with funds received pursuant to this Agreement to submit a certification with their bid that said bidder will comply with the provisions of Miss. Code. Ann. § 31-5-37. In addition, within seven (7) days of any such contract award procured or to be procured with funds received pursuant to this Agreement, SUBRECIPIENT shall require the Contracted Party to submit to both SUBRECIPIENT and the Mississippi Department of Employment Security ("MDES") an employment plan which conforms to the requirements contained in Miss. Code. Ann. § 31-5-37(2).

From the date written notice of any such contract award is received and until ten (10) business days after the receipt of the employment plan by MDES, the Contracted Party and any subcontractors shall not hire any personnel to fill vacant positions for the project except residents of the State of Mississippi who are to be verified by MDES and/or those qualified individuals who are submitted by MDES. However, the Contracting Party or contractor is authorized to employ Mississippi residents to begin work immediately if such persons are verified by MDES after employment by the Contracting Party or contractor. SUBRECIPIENT shall vacate the contract award in the event the Contracting Party fails to comply with the provisions of Miss. Code Ann. § 31-5-37.

46. **CONFLICT OF INTEREST**

SUBRECIPIENT shall immediately notify MDEQ in writing of any potential conflict of interest resulting from the representation of or service to other clients or otherwise affecting this Agreement in any way. If any such conflict occurs before it is discovered, SUBRECIPIENT shall notify MDEQ of such conflict within five (5) working days of such discovery. If such conflict cannot be resolved to MDEQ's satisfaction, MDEQ reserves the right to terminate this Agreement per the "Termination for Convenience" clause.

47. **SUCCESSORS AND ASSIGNS**

This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective permitted successors and permitted assigns.

48. **NO THIRD-PARTY BENEFICIARIES**

This Agreement is for the sole benefit of the Parties hereto and their respective successors and permitted assigns, and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

49. **EVALUATION**

SUBRECIPIENT agrees to assist and cooperate with the MDEQ or its duly designated representatives in the monitoring of the Project(s) to which the Agreement relates, and to provide

in form and manner approved by MDEQ such monitoring reports, progress reports, and the like as may be required and to provide such reports at the times specified.

Further, SUBRECIPIENT agrees to cooperate with MDEQ or its duly designated representatives by providing timely responses to all reasonable requests for information to assist in evaluation of the accomplishments of the Project and the agreement for a period of ten (10) years after the date on which the Final Reports are provided.

50. **VENUE**

Venue for the resolution of any dispute, according to Article 28 of this Agreement, shall be before the Mississippi Commission on Environmental Quality if pursuing an administrative appeal, and venue for any subsequent litigation shall be in the Chancery Court of Hinds County, Mississippi.

51. **HEADINGS**

The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.

52. **NOTICES**

Unless otherwise specified in the Agreement, all notices, requests, consents, claims, demands, waivers and other communications hereunder shall be in writing and shall be deemed to have been given (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by facsimile or e-mail of document(s) (with confirmation of transmission) if sent during normal business hours of the recipient, and on the next business day if sent after normal business hours of the recipient; or (d) on the third day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Such communications must be sent to the respective Parties at the following addresses (or at such other address for a Party as shall be specified in a notice given in accordance with this subsection):

If to MDEQ:	Attention: MCWI Contract Administration 515 East Amite Street P.O. Box 2249 Jackson, MS 39201 E-mail: MCWIdocuments@mdeq.ms.gov
-------------	--

If to SUBRECIPIENT:	Attention: Wayne Miller 4050 Hewes Avenue Gulfport, MS 39507 Phone: (228) 518-0232 E-mail: wmiller@gulfport-ms.gov
---------------------	---

53. **COUNTERPARTS**

Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same Agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

[SIGNATURE PAGE FOLLOWS]

For the faithful performance and consideration provided under the terms of this Agreement, the Parties hereto have caused this Agreement to be executed by their undersigned authorized representatives.

MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY

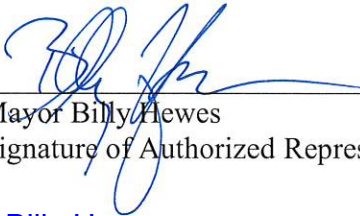


Chris Wells
Executive Director

7/5/23

Date

CITY OF GULFPORT



Mayor Billy Hewes
Signature of Authorized Representative

Billy Hewes

Billy Hewes
Printed Name

Mayor

Title

June 7, 2023

Date

ATTACHMENT A

PROJECT NAME, SCOPE OF WORK AND PROJECT TIMELINE AND REQUIREMENTS

PROJECT NAME

North Gulfport Wastewater Treatment Plant - Headworks

SCOPE OF WORK

The Project shall be defined as eligible activities funded in whole or in part under this Agreement as follows:

The Project includes increasing and improving the headworks at North Gulfport Wastewater Treatment Plant.

The general Scope of Work to be performed by SUBRECIPIENT is limited to that which was submitted in the MCWI Application Portal and approved for funding in accordance with the MCWI Program Regulations. SUBRECIPIENT hereby agrees that no additional eligible scope may be added to this Scope of Work without the express written consent of MDEQ. The Scope of Work eligible for reimbursement is limited to that identified as eligible by MDEQ and further described by plans, specifications, contract documents, and contract change orders approved as eligible by MDEQ.

PROJECT TIMELINE AND REQUIREMENTS

(1) SUBRECIPIENT agrees to the following schedule.

- a. Within 10 days of execution of this Agreement, SUBRECIPIENT's Authorized Representative, or his/her designee shall watch the video on the MDEQ <https://www.mswaterinfrastructure.com> web-page entitled "American Rescue Plan Act State & Local Fiscal Recovery Funds, Procurement Overview." The web-page will track compliance with this requirement;
- b. On or about May 1, 2024, submit a complete set of plans, specifications, contract documents on each construction contract, and all applicable permits and agency approvals, if not already submitted to MDEQ;
- c. On or about May 31, 2024, advertise each construction contract for bids;
- d. On or about July 15, 2024, but no later than 45 days after advertisement for construction bids on each construction contract, receive bids;

- e. On or about August 30, 2024, but no later than 60 days after receipt of bids on each construction contract, execute construction contract;
- f. No later than 15 days after execution of construction contract, submit the entire procurement file (including but not limited to the request for proposals, evidence of publication, MBE/WBE documentation, all received bids, evaluation and selection documentation, executed construction contracts, and professional services contracts);
- g. No later than 60 days after execution of each construction contract, execute and submit a copy of the notice to proceed;
- h. No later than 5 business days after the estimated completion of 25% of construction, submit a notice to MDEQ of such milestone;
- i. No later than 5 business days after the estimated completion of 50% of construction, submit a notice to MDEQ of such milestone;
- j. No later than 5 business days after the estimated completion of 75% of construction, submit a notice to MDEQ of such milestone;
- k. No later than 5 business days after completion of each construction contract, notify MDEQ of construction completion;
- l. No later than 30 days after the contract completion date on each construction contract, submit all change orders which include time extensions, or a request and justification for delaying MDEQ's final construction observation;
- m. Within 45 days of Project completion, but no later than September 30, 2026, whichever is earlier, unless an extension of this date is specifically authorized by MDEQ, SUBRECIPIENT must submit the following: Final Report, as listed in Article 11, the engineer's certification of compliance with plans, specifications, and contract documents; final professional services contract amendments, if any; and all other administrative forms and documents required by the Agreement.

(2) To the extent any documents required to be submitted in Attachment A, Article (1) above were submitted with the MCWI Grant Application through the Application Portal, the documents do not need to be resubmitted.

(3) All documents required to be submitted in Attachment A, Article (1) above, shall be uploaded to the Documents Portal at <https://www.mswaterinfrastructure.com>.

ATTACHMENT B

SYSTEMS AND PROCESSES FOR FINANCIAL MANAGEMENT RECOMMENDATIONS AND/OR CORRECTIVE ACTION PLAN

An evaluation for the assessment of uncontrolled risks of the SUBRECIPIENT's systems and processes for financial management was performed as of part of the initial subaward process by MDEQ, acting on behalf of the State of Mississippi, as administrator of this Subaward Agreement. MDEQ requests the SUBRECIPIENT provide the following information to MDEQ as part of observations made during the evaluation. MDEQ reserves the right to re-evaluate the assessment of uncontrolled risks upon subsequently identified facts:

1. SUBRECIPIENT agrees to provide MDEQ with a copy of their annual audited financial statements within 60 days of the report release date throughout the Period of Performance.
2. SUBRECIPIENT agrees to promptly notify MDEQ of any significant changes made to the SUBRECIPIENT's current policies and procedures that would impact financial management systems and processes, specifically those communicated as part of the evaluation, from which the current residual risk levels were derived.
3. SUBRECIPIENT agrees to promptly notify MDEQ of any level of fraud or abuse discovered within the organization without regard to materiality that is related to the operation of the Project, as well as other pervasive deficiencies identified for grant management practices from any source, both external and internal, throughout the program performance period.
4. If deficiencies, significant deficiencies and/or material weaknesses are reported to the SUBRECIPIENT, as part of any assurance, attestation, or monitoring engagement during the program performance period, SUBRECIPIENT agrees to provide its response(s) and/or corrective action plan(s) to MDEQ so that prompt action can be taken by MDEQ to mitigate any elevated level of uncontrolled risk that could potentially impact MDEQ's or the SUBRECIPIENT's ability to comply with Federal Award and/or subaward requirements.
5. SUBRECIPIENT agrees that MDEQ has the right to perform monitoring procedures as deemed appropriate by MDEQ based on the assessed risk of noncompliance.

ATTACHMENT C

SUBAWARD TERMS AND CONDITIONS FOR CONTRACTED PARTIES

1. AUTHORITY TO PARTICIPATE IN THIS AGREEMENT

The Contracted Party certifies that (a) it is either a 1) state agency, 2) a validly organized business that is authorized to do business in the state of Mississippi, 3) a nongovernmental organization, or 4) a political subdivision of the state of Mississippi with valid authority to enter into this agreement and; (b) entry into and performance under this agreement is not restricted or prohibited by any loan, security, financing, contractual, or other agreement of any kind; and (c) notwithstanding any other provision of this Agreement to the contrary, that there are no existing legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under this agreement.

2. DEBARMENT AND SUSPENSION

Contractor/Contracted Parties certifies to the best of its knowledge and belief, that it:

A. is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transaction by any federal department or agency or any political subdivision or agency of the State of Mississippi;

B. has not, within a three (3) year period preceding this Agreement, been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction;

C. has not, within a three (3) year period preceding this Agreement, been convicted of or had a civil judgment rendered against it for a violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

D. is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of these offenses enumerated in Article 2.B. and Article 2.C., above; and,

E. has not, within a three (3) year period preceding this Agreement, had one or more public transactions (federal, state, or local) terminated for cause or default.

This agreement is subject to 31 C.F.R. Part 19.

3. INDEMNIFICATION

To the extent allowed by state law, Contracted Party agrees to indemnify and save, release and hold harmless the State of Mississippi, the Commission on Environmental Quality, MDEQ, all of their employees and officers, and the Department's contractors from and against any and all

claim, demand, cause of action, liability, loss, damage, injury, suit, judgment, debt and cost, including attorney's fees or expenses on the part of any Contracted Party, their agents or employees or any other parties arising out of or incident to, any and all Work under the terms of this Agreement.

4. RELATIONSHIP STATUS

The Contracted Party acknowledges and agrees that MDEQ is not a party, in any manner whatsoever, to any contract between the SUBRECIPIENT and the construction contractor(s), engineer(s), attorney(s), equipment supplier(s), contractor(s), or between any other parties of any kind whatsoever (hereinafter collectively referred to as "vendor"). The SUBRECIPIENT and Contracted Party also acknowledge and agree that any benefit to vendors contracting with the SUBRECIPIENT or Contracted Parties arising from or associated with this Agreement is strictly incidental and all such vendors are not and are not intended to be considered as third-party beneficiaries under any agreement between MDEQ and the SUBRECIPIENT.

Upon execution of any contract between the SUBRECIPIENT and any other party in regard to the project, MDEQ does not assume any authorities, duties, responsibilities, or liabilities under such contract. The SUBRECIPIENT and Contracted Party shall not have any authority to bind or otherwise obligate MDEQ, directly or indirectly, under any contract or agreement between the SUBRECIPIENT and any other party. The SUBRECIPIENT, Contracted Party and its vendors acknowledge and agree that any action taken by MDEQ in its role of grantor, or in its separate and distinct role as regulator shall not in any way change or alter its position as that of grantor.

MDEQ does not have any authority, duty, responsibility, or liability in contract claims or dispute identification, negotiation, resolution, or any other actions regarding contract claims under the contract(s) between the SUBRECIPIENT and any other party. The SUBRECIPIENT and the Contracted Party acknowledge and agree that MDEQ is not obligated to review, comment on, approve, or discuss the merits of any contract claims presented by or to any party. Any MDEQ reviews, approvals, observations, presence at meetings, written communications, verbal communications or other actions are not to be interpreted as addressing the merits of any claims, nor are they to be construed as interpreting the contract between the SUBRECIPIENT and the Contracted Party or any other parties.

5. ACCESS TO RECORDS

Provided Contracted Party is given reasonable advance written notice and such inspection is made during normal business hours of Contracted Party, then the Government Accountability Office, MDEQ, the State or any duly authorized representatives shall have unimpeded, prompt access to any of Contracted Party's books, documents, papers, and other records which are maintained or produced as a result of the Project for the purpose of making audits, investigations, examinations, excerpts, transcriptions, and copies of such documents. This right also includes timely and reasonable access to the Contracted Party's personnel for the purpose of interview and discussion related to such documents. All records related to this Agreement shall be retained by Contracted Party for a minimum of ten (10) years after final payment is made under this Agreement and all pending matters are closed; however, if any audit, litigation or other action arising out of or related in any way to this Project is commenced before the end of the ten (10) year period, the

records shall be retained for one (1) year after all issues arising out of the action are finally resolved or until the end of the ten (10) year period, whichever is later.

Contracted Party is not required to retain the above-mentioned records for the ten (10) year period prescribed in this Section and the "Right to Audit" provision only if all of the following conditions are satisfied:

A. Contracted Party has provided all of the documents described above and in the "Right to Audit" provision to MDEQ prior to the expiration of the ten (10) year retention period and a certification stating the same is simultaneously provided in writing to MDEQ;

B. No audit, litigation or other action arising out of or related in any way to this Project is commenced before Contracted Party provides the records and corresponding certification to MDEQ, in which case, Contracted Party shall retain the records until all issues arising out of the action are finally resolved; and

C. Contracted Party provides MDEQ a minimum of thirty (30) days written notice before providing the above-mentioned records and corresponding certification.

6. RECORD RETENTION AND RIGHT TO AUDIT

The Contracted Party shall maintain and retain books, documents, papers, financial records and other records, including electronic records, as may be prescribed by the MDEQ or by applicable federal and state laws, rules, and regulations. Contracted Party shall retain these records for a period of ten (10) years after final payment. These records shall be made available during the term of the Agreement and the subsequent ten (10) year period for examination, transcription, and audit by MDEQ, the Mississippi State Auditor's Office, its designees, or other authorized bodies, including the Office of Inspector General. If any litigation, claim, investigation, or audit relating to this Agreement or an activity funded under the Agreement is started before the expiration of the ten (10) year period, the records must be retained until all litigation, claims, investigations, or audit findings involving the records have been resolved and final action taken.

7. RIGHT TO INSPECT WORK; SITE ACCESS

MDEQ and their representatives, invitees, and consultants shall have access and the right to conduct announced and unannounced onsite and offsite physical visits to inspect all Work hereunder. Upon request by MDEQ, Contracted Party shall provide MDEQ and its representatives, invitees, and consultants with the opportunity to participate in site inspections, meetings, and/or teleconferences, as appropriate, related to the performance of the Work.

8. CONFLICT OF INTEREST

The Contracted Party covenants that he presently has no interest and shall not acquire any interest direct or indirect in the Project that is the subject to this Agreement or any parcels therein, where applicable, or any other interest which would conflict in any manner or degree with the performance of his services hereunder. The Contracted Party further covenants that, in the performance of this agreement, no person having any such interest shall be employed.

The Contracted Party agrees to establish safeguards to prohibit employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have a family, business, or other tie.

9. COOPERATION AND EVALUATION

The Contracted Party agrees to assist and cooperate with the MDEQ or its duly designated representatives in the monitoring of the Project(s) to which the Agreement relates, and to provide in form and manner approved by MDEQ such monitoring reports, progress reports, and the like as may be required and to provide such reports at the times specified.

Further, the Contracted Party agrees to cooperate with MDEQ or its duly designated representatives by providing timely responses to all reasonable requests for information to assist in evaluation of the accomplishments of the Project and the agreement for a period of ten (10) years after the date on which the Final Reports are provided.

ATTACHMENT D

ASSURANCES OF COMPLIANCE WITH CIVIL RIGHTS REQUIREMENTS

ASSURANCE OF COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

As a condition of receipt of federal financial assistance from the Department of the Treasury, SUBRECIPIENT provides the assurances stated herein. The federal financial assistance may include federal grants, loans and contracts to provide assistance to SUBRECIPIENT's beneficiaries, the use or rent of Federal land or property at below market value, Federal training, a loan of Federal personnel, subsidies, and other arrangements with the intention of providing assistance. Federal financial assistance does not encompass contracts of guarantee or insurance, regulated programs, licenses, procurement contracts by the Federal government at market value, or programs that provide direct benefits.

The assurances apply to all federal financial assistance from or funds made available through the Department of the Treasury, including any assistance that SUBRECIPIENT may request in the future.

The Civil Rights Restoration Act of 1987 provides that the provisions of the assurances apply to all of the operations of SUBRECIPIENT's program(s) and activity(ies), so long as any portion of SUBRECIPIENT's program(s) or activity(ies) is federally assisted in the manner prescribed above.

1. SUBRECIPIENT ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal financial assistance, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d *et seq.*), as implemented by the Department of the Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166, directives, circulars, policies, memoranda, and/or guidance documents.

2. SUBRECIPIENT acknowledges that Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency," seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English proficiency (LEP). SUBRECIPIENT understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury's implementing regulations. Accordingly, SUBRECIPIENT shall initiate reasonable steps, or comply with the Department of the Treasury's directives, to ensure that LEP persons have meaningful access to its programs, services, and activities. SUBRECIPIENT understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in SUBRECIPIENT's programs, services, and activities.

3. SUBRECIPIENT agrees to consider the need for language services for LEP persons when SUBRECIPIENT develops applicable budgets and conducts programs, services, and activities. As a resource, the Department of the Treasury has published its LEP guidance at 70 FR 6067. For more information on taking reasonable steps to provide meaningful access for LEP persons, please visit <https://www.lep.gov>.

4. SUBRECIPIENT acknowledges and agrees that compliance with the assurances constitutes a condition of continued receipt of federal financial assistance and is binding upon SUBRECIPIENT and SUBRECIPIENT's successors, transferees, and assignees for the period in which such assistance is provided.

5. SUBRECIPIENT understands and agrees that if any real property or structure is provided or improved with the aid of federal financial assistance by the Department of the Treasury, this assurance obligates SUBRECIPIENT, or in the case of a subsequent transfer, the transferee, for the period during which the real property or structure is used for a purpose for which the federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is provided, this assurance obligates SUBRECIPIENT for the period during which it retains ownership or possession of the property.

6. SUBRECIPIENT shall cooperate in any enforcement or compliance review activities by the Department of the Treasury of the aforementioned obligations. Enforcement may include investigation, arbitration, mediation, litigation, and monitoring of any settlement agreements that may result from these actions. SUBRECIPIENT shall comply with information requests, on-site compliance reviews and reporting requirements.

7. SUBRECIPIENT shall maintain a complaint log and inform the Department of the Treasury of any complaints of discrimination on the grounds of race, color, or national origin, and limited English proficiency covered by Title VI of the Civil Rights Act of 1964 and implementing regulations and provide, upon request, a list of all such reviews or proceedings based on the complaint, pending or completed, including outcome. SUBRECIPIENT also must inform the Department of the Treasury if SUBRECIPIENT has received no complaints under Title VI.

8. SUBRECIPIENT must provide documentation of an administrative agency's or court's findings of non-compliance of Title VI and efforts to address the non-compliance, including any voluntary compliance or other agreements between the SUBRECIPIENT and the administrative agency that made the finding. If SUBRECIPIENT settles a case or matter alleging such discrimination, SUBRECIPIENT must provide documentation of the settlement. If SUBRECIPIENT has not been the subject of any court or administrative agency finding of discrimination, please so state.

**MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY
MISSISSIPPI MUNICIPALITY AND COUNTY WATER INFRASTRUCTURE GRANT**

**STATE OF MISSISSIPPI
COUNTY OF HINDS**

MDEQ AGREEMENT NO. 149-2-CW-5.5

SUBAWARD AGREEMENT

This document is a Subaward Agreement (this “Agreement”) between the Mississippi Department of Environmental Quality (“MDEQ”), a Pass-through entity as defined in 2 C.F.R. § 200.1, and City of Gulfport, UEI Number: G8SCFJ32K4N5 (“SUBRECIPIENT”, and together with MDEQ, the “Parties”, and each, a “Party”) to provide grant funds for the Work conducted under the Mississippi Municipality and County Water Infrastructure (“MCWI”) Grant Program (the “Program”) as specified in Article 4.

1. SOURCE OF FUNDS

The grant funds provided by this Agreement are made available pursuant to the Municipality and County Water Infrastructure Grant Program Act of 2022 (Miss. Code Ann. § 49-2-131), provided through funds awarded to the State of Mississippi pursuant to the American Rescue Plan Act of 2021 (“ARPA”), Public Law 117-2 (March 11, 2021), provided through the U.S. Department of Treasury pursuant to Federal Award # SLFRP0003 and CFDA No. 21.027 (Coronavirus State and Local Fiscal Recovery Funds) awarded on May 10, 2021, and subsequently to MDEQ through Mississippi Senate Bill 3056, 2022 Regular Session (April 26, 2022) and Mississippi House Bill 1716, 2023 Regular Session (March 22, 2023).

2. PROJECT

Under this Agreement, MDEQ agrees to disburse funds to SUBRECIPIENT in accordance with the terms herein to reimburse the costs associated with SUBRECIPIENT’s implementation of the project entitled “North Gulfport Wastewater Treatment Plant - Sand Filters” (the “Project”).

3. PURPOSE

The purpose of this Project is to make a necessary investment in an upgrade to SUBRECIPIENT’s infrastructure. The Project is not for Research and Development.

4. SCOPE OF WORK

SUBRECIPIENT shall perform the tasks as described and identified in Attachment A, Scope of Work (the “Work”).

5. TERMS AND CONDITIONS

SUBRECIPIENT is subject to U.S. Treasury’s regulations governing ARPA, and all applicable terms and conditions in 2 C.F.R. Part 200 of the Office of Management and Budget (“OMB”) Uniform Guidance for Grants and Cooperative Agreements, as amended, including

Appendix II to Part 200, and all other OMB circulars, executive orders or other federal laws or regulations applicable to the services provided under this Agreement. All of these terms and conditions of this Agreement apply to SUBRECIPIENT and, as applicable, its Contractors/Contracted Parties.

6. **PERIOD OF PERFORMANCE**

The Period of Performance shall commence upon the execution of this Agreement and shall end on **September 30, 2026**. Costs incurred on March 3, 2021, or thereafter, but prior to the commencement of the Period of Performance may be reimbursed provided MDEQ determines such costs are allowable and eligible. SUBRECIPIENT agrees to complete all tasks included in the Scope of Work within this Period of Performance, unless otherwise specified in writing by MDEQ. If, at any time during the Period of Performance of this Agreement, SUBRECIPIENT determines, based on the Work performed to date, that the Work cannot be completed within the Period of Performance, SUBRECIPIENT shall so notify MDEQ immediately in writing.

Failure to adhere to the requirements placed on MCWI funds can result in termination of this Agreement and may result in a demand for repayment by MDEQ. Moreover, if MDEQ is required to return any funds as a result of misspending on the part of SUBRECIPIENT, MDEQ reserves the right to seek and receive repayment of the amount of funds in question.

7. **CONSIDERATION AND PAYMENT**

A. *Project Cost.* The total Project cost shall not exceed **\$11,082,125.92**, with said amount broken down as follows:

i. MCWI Grant Funds shall not exceed **\$5,119,287.54**;

ii. The Local Fiscal Recovery Funds ("LFRF") received by SUBRECIPIENT from the U.S. Treasury or the Mississippi Department of Finance and Administration used as matching funds in this Agreement shall not exceed **\$5,119,287.54**;

iii. Any LFRF transferred to SUBRECIPIENT from a county or municipality ("Transferred LFRF") shall not exceed **\$0.00**;

iv. Any other funds that SUBRECIPIENT obligates(ed) to the project that are not eligible for MCWI match ("Other Funds") shall not exceed **\$843,550.84**.

B. Professional fees that will be reimbursed with MCWI Grant Funds shall not exceed **\$443,285.04**. This amount is included in, and is not in addition to, the maximum MCWI Grant Funds specified in Article 7.A.i, above and Article 7.C., below.

SUBRECIPIENT understands and acknowledges that the amount of professional fees, as defined in the MCWI Regulations, Rule 1.1 E. (18), that may be matched with MCWI Grant Funds is limited to no more than 4% of the total amount of costs actually

incurred on the Project, which in no case may be more than the total Project cost set forth in Article 7.A., above.

C. *Consideration.* As consideration for the performance of the tasks included in this Agreement, MDEQ agrees to reimburse SUBRECIPIENT an amount not to exceed **Five Million One Hundred Nineteen Thousand Two Hundred Eighty-Seven Dollars and Fifty-Four Cents (\$5,119,287.54)** (the “Maximum Amount”).

MDEQ is under no obligation to provide funds to SUBRECIPIENT if SUBRECIPIENT has not met, or does not continue to meet, minimum federal requirements to receive funds, such as but not limited to, adhering to applicable procurement requirements found in 2 C.F.R. Part 200 *et al.* Moreover, MDEQ bears no responsibility relative to SUBRECIPIENT’s expenditure of its own funds. To that end, in the process of review of documentation for reimbursement, as well as compliance monitoring activities associated with the Program, MDEQ is not responsible or liable for any expenditure made by SUBRECIPIENT with its funds. As such, SUBRECIPIENT is solely responsible for compliance with federal and state requirements associated with its LFRF, its LFRF Transferred Funds, and any other funds it uses towards its Project that are not a part of the MCWI Grant Funds. SUBRECIPIENT must substantiate all expenditures in a compliant manner. MDEQ is under no obligation to reimburse costs incurred that are not demonstrably compliant with federal and state law.

D. *Payment.* Subject to available funding, as set forth in the terms and conditions of this Agreement, MDEQ shall pay all properly invoiced amounts due to SUBRECIPIENT within forty-five (45) days after MDEQ’s receipt of such invoice, except for any amounts disputed by MDEQ in good faith. Legislative approval may be required where MDEQ receives any claim of payment from SUBRECIPIENT that includes Work performed outside a one (1) year period from receipt of such invoice.

i. *Request for Payment.* SUBRECIPIENT shall request payment of funds hereunder for Project costs on a reimbursement basis (such requests, “Reimbursement Requests”), unless otherwise directed by MDEQ. SUBRECIPIENT shall submit Reimbursement Requests and supporting documentation of costs incurred as required by MDEQ to the MCWI Reimbursement Portal, located at <https://www.mswaterinfrastructure.com>. All Reimbursement Requests for time periods ending June 30 of any year, during the Period of Performance under this Agreement, shall be submitted no later than July 31 of that same year. Final invoice(s) shall be submitted to MDEQ no later than September 30, 2026. The Reimbursement Request shall include, at a minimum, breakdowns of personnel, position, dates worked, tasks performed, and totals for contract costs, materials, supplies and equipment, included in the Reimbursement Request. SUBRECIPIENT shall make Reimbursement Requests in accordance with the following procedures and subject to the following terms and conditions:

1. SUBRECIPIENT may make Reimbursement Requests no more frequently than once monthly during the Period of Performance of this Agreement.

2. SUBRECIPIENT shall request payment under this Agreement only for the costs necessary to complete the Scope of Work specifically stated and required under this Agreement.

3. SUBRECIPIENT shall not request payment under this Agreement for other services or other work the SUBRECIPIENT or its contractors may provide under any other Subaward or Contract not related to this Project.

4. SUBRECIPIENT shall provide on each Reimbursement Request the amount of its LFRF, Transferred LFRF and Other Funds expended. SUBRECIPIENT shall also provide the amount requested for professional fees. MDEQ will then determine the amount of MCWI Grant Funds that each Reimbursement Request qualifies for within the Program regulations and procedures.

5. SUBRECIPIENT understands that no payment, including final payment, shall be interpreted as acceptance of defective and incomplete Work, and SUBRECIPIENT shall remain responsible for performance in strict compliance with this Agreement. If MDEQ rejects, condemns or fails to approve any part of the Scope of Work, it may issue a Notice to Cure or terminate this Agreement.

6. MDEQ reserves the right to refuse to pay all or any part of the funds requested in a Reimbursement Request for any of the following reasons: 1) at MDEQ's discretion, the costs SUBRECIPIENT is seeking reimbursement for are not reasonable or necessary for the completion of the Work in this Agreement, 2) at MDEQ's discretion, the costs are ineligible for reimbursement under this Project, 3) at the time the request is submitted SUBRECIPIENT has failed to comply with any term or condition of this Agreement, 4) at the time the request is submitted the SUBRECIPIENT has otherwise failed to perform the Work to date in accordance with the Scope of Work, or 5) at the time the request is submitted the SUBRECIPIENT has otherwise failed to comply with applicable state, federal, or local laws and regulations.

ii. *Indirect Cost Rate.* Reimbursement of indirect costs and/or overhead is not allowed under this Agreement.

E. *Limitations on Expenditures.* MDEQ shall reimburse SUBRECIPIENT only for documented expenditures incurred on or after March 3, 2021: (i) reasonable and necessary to carry out the Scope of Work described in Attachment A; (ii) documented by contracts or other evidence of liability and (iii) incurred in accordance with all applicable requirements for the expenditure of funds payable under this Agreement.

F. *Improper Payments.* Any item of expenditure by SUBRECIPIENT under the terms of this Agreement which is found by auditors, investigators, other authorized

representatives of MDEQ, the U.S. Treasury, the Mississippi State Auditor or other federal or state instrumentality to be improper, unallowable, in violation of federal or state law, or the terms of this Agreement, or involving any fraudulent, deceptive, or misleading representations or activities of SUBRECIPIENT shall become SUBRECIPIENT's liability, and shall be paid solely by SUBRECIPIENT, immediately upon notification of such, from funds other than those provided by MDEQ under this Agreement. This provision shall survive the expiration or termination of this Agreement.

Any funds that are paid by MDEQ to SUBRECIPIENT that are not necessary for the completion of the Work in this Agreement and/or that are deemed ineligible must be returned to MDEQ immediately upon receiving MDEQ's written notification for return of funds.

G. *Clawback.* If funds are expended improperly or if an expense submitted for reimbursement is disallowed or deemed ineligible under federal, state or local laws and regulations, then payments to SUBRECIPIENT may be subject to clawback by MDEQ, the State of Mississippi or the U.S. Treasury.

8. **AMENDMENTS OR MODIFICATION**

This Agreement may only be amended, modified, or supplemented by written agreement signed by the Parties hereto.

9. **PROGRESS REPORTS**

SUBRECIPIENT shall provide required progress reports during the Period of Performance of this Agreement in a format prescribed by MDEQ. These reports shall be submitted in accordance with the following schedule, which may be amended from time to time:

<u>REPORTING PERIOD</u>	<u>DEADLINE</u>
October – December	January 15
January – March	April 15
April – June	July 15
July – September	October 15

This provision shall survive the expiration or termination of this Agreement with respect to any reports which SUBRECIPIENT is required to submit to MDEQ following the expiration or termination of this Agreement.

10. **FAILURE TO TIMELY PERFORM**

SUBRECIPIENT shall take all reasonable measures to ensure MCWI Grant Funds and LFRF used for MCWI matching funds are obligated by 11:59 p.m. on August 30, 2024. SUBRECIPIENT acknowledges and agrees that its failure to obligate MCWI Grant Funds and

LFRF used for MCWI matching funds by 11:59 p.m. on August 30, 2024, may result in MDEQ modifying the MCWI Grant Funds awarded or terminating this Agreement.

If SUBRECIPIENT refuses or fails to perform any of the provisions of this Agreement with such diligence as will ensure its completion within the time specified in this Agreement or any extension thereof authorized by MDEQ or if SUBRECIPIENT otherwise fails to satisfy the Agreement provisions or commits any other substantial breach of this Agreement, MDEQ may notify SUBRECIPIENT in writing of the delay or nonperformance. If such delay or nonperformance is not cured in ten (10) days or any longer time specified in writing by MDEQ, MDEQ may terminate SUBRECIPIENT's right to proceed with the Agreement or such part of the Agreement as to which there has been delay or a failure to perform properly.

Notwithstanding termination of the Agreement and subject to any directions by MDEQ, SUBRECIPIENT shall take timely, reasonable, and necessary action to protect and preserve property in the possession of SUBRECIPIENT in which the State has an interest.

11. FINAL PAYMENT AND REPORT

When SUBRECIPIENT has performed all the Work, SUBRECIPIENT shall transmit to MDEQ a comprehensive report on the Work in a format prescribed by MDEQ (the "Final Report"). The Final Report shall be provided by SUBRECIPIENT to MDEQ within forty-five (45) days of Project completion in a format prescribed by MDEQ. Upon acceptance of Final Report, MDEQ will process final Reimbursement Request.

Upon satisfactory completion of the Work performed under this Agreement, as a condition before final payment under this Agreement or as a termination settlement under this Agreement, SUBRECIPIENT shall certify to MDEQ, on a form provided by MDEQ, that the final payment amount is the remaining amount that SUBRECIPIENT is owed under this Agreement and that no additional payment for its Work under this Project will be submitted for reimbursement. Unless otherwise provided in the Agreement, by state law or otherwise expressly agreed to by the Parties in this Agreement, final payment under this Agreement or settlement upon termination of this Agreement shall not constitute a waiver of MDEQ's claims against SUBRECIPIENT or its sureties under this Agreement.

In consideration of the execution of this Agreement by MDEQ, SUBRECIPIENT agrees that acceptance of final payment from MDEQ will constitute an agreement by SUBRECIPIENT to release and forever discharge MDEQ, its agents, employees, officers, representatives, affiliates, successors and assigns from any and all claims, demands, damages, liabilities, actions, causes of action or suits of any nature whatsoever, which SUBRECIPIENT has at the time of acceptance of final payment or may thereafter have, arising out of, in connection with or in any way relating to any and all injuries and damages of any kind as a result of or in any way relating to this Agreement.

12. FINANCIAL MANAGEMENT AND COMPLIANCE

MDEQ requires that SUBRECIPIENT have in place, prior to the receipt of funds, a financial management system that will be able to isolate and trace every dollar funded under this Agreement from receipt to expenditure and have on file appropriate support documentation for each transaction. Examples of documentation include but are not limited to copies of checks paid

to vendors, vendor invoices, bills of lading, purchase vouchers, payrolls, bank statements and reconciliations, and real property and easement appraisals. Prior to the submittal of any such documentation to MDEQ, SUBRECIPIENT shall redact, in accordance with the definition of "Protected Personally Identifiable Information" ("Protected PII") as defined in 2 C.F.R. § 200.1, all information reflecting an individual's first name or first initial and last name in combination with any one or more of types of information, including, but not limited to, social security number, passport number, credit card numbers, clearances, bank numbers, biometrics, date and place of birth, mother's maiden name, criminal, medical and financial records, educational transcripts. This does not include PII as defined in 2 C.F.R. § 200.1 that is required by law to be disclosed. SUBRECIPIENT and any Contracted Parties (as such term is defined in Article 13 of this Agreement) are limited to the travel rates of the State of Mississippi, including dining and hotels, in place at the time of the expenditure for which reimbursement is sought; and SUBRECIPIENT shall audit any such invoice for same, clearly indicating the actual expense and the adjustment, if any.

SUBRECIPIENT certifies that all information provided to MDEQ or its representatives as part of the initial risk assessment for this Work is complete and accurate. SUBRECIPIENT agrees to submit to and cooperate with MDEQ in any additional risk assessment evaluation and periodic audit procedures to ensure adequate financial management of all funds. Further, SUBRECIPIENT shall continue to implement any recommendations and/or corrective action plan set forth in the report transmitted to SUBRECIPIENT based on the findings of the systems and processes for financial management, a copy of which is attached hereto as Attachment B and incorporated herein in its entirety.

13. CONTRACTS

SUBRECIPIENT shall be responsible for accountability of funds, compliance with Project specifications, and Project management by its contractors. MDEQ shall not bear responsibility for any liability caused or incurred by any contractor in performing Work. MDEQ shall not be deemed by virtue of this Agreement to have any contractual obligation to, or relationship with, any of SUBRECIPIENT's contractors, and the Parties agree and acknowledge that, as between MDEQ and SUBRECIPIENT, all Work shall be deemed to be the responsibility of, and performed by, SUBRECIPIENT. No contractor or other recipient of funds from MDEQ under this Agreement shall be deemed to be an agent, representative, employee or servant of MDEQ in connection with this Agreement. The parties with whom contracts or subaward agreements are entered into by the SUBRECIPIENT shall be referred to herein as "Contractor", "Contracted Party", or "Contracted Parties". In addition to ensuring that its Contracted Parties follow the applicable terms in this Agreement, SUBRECIPIENT shall require all terms and conditions set forth in Attachments A and C attached hereto to be included in all agreements between the SUBRECIPIENT and Contracted Parties, and in all agreements between Contracted Parties and Contracted Parties' contractors/sub-contractors.

14. APPLICABLE LAW

The Agreement shall be governed by and construed in accordance with the laws and regulations of the State of Mississippi and applicable federal law excluding, its conflict of laws provisions, and any litigation with respect thereto shall be brought in the courts of the State.

SUBRECIPIENT shall comply with applicable federal, state, and local laws and regulations, including, but not limited to, the following:

A. *Authorizing Statutes.* Section 603 of the Social Security Act (42 U.S.C. § 803), as added by section 9901 of the American Rescue Plan Act of 2021 (Pub. L. No. 117-2) and the Mississippi Municipality and County Water Infrastructure Grant Program Act of 2022 (Miss. Code Ann. § 49-2-131).

B. *Implementing Regulations.* Subpart A of 31 C.F.R. Part 35 (Coronavirus State and Local Fiscal Recovery Funds), as adopted in the Coronavirus State and Local Fiscal Recovery Funds interim final rule (86 Fed. Reg. 26786, applicable May 17, 2021 through March 31, 2022) and final rule (87 Fed. Reg. 4338, applicable January 27, 2022 through the end of the ARP/CSLFRF award term), and other subsequent regulations implementing Section 603 of the Social Security Act (42 U.S.C. § 803), as well as MDEQ regulations, entitled “Mississippi Commission on Environmental Quality Regulations for the Mississippi Municipality and County Water Infrastructure Grant Program.”

C. *Guidance Documents.* Applicable guidance documents issued from time-to-time by the US Department of Treasury and MDEQ, including the currently applicable version of the *Compliance and Reporting Guidance: State and Local Fiscal Recovery Funds*.¹

D. *Licenses, Certifications, Permits, Accreditation.* SUBRECIPIENT shall obtain and keep current any license, certification, permit, or accreditation required by federal, state, or local law and shall submit to MDEQ proof of any licensure, certification, permit or accreditation upon request.

15. AVAILABILITY OF FUNDS

It is expressly understood and agreed that the obligation of MDEQ to proceed under this Agreement is conditioned upon the availability of the funds from state, federal, and/or other funding sources. If the funds anticipated for the continuing fulfillment of the Agreement are, at any time, not forthcoming or insufficient, either through the failure of the federal government to provide funds or of the State of Mississippi to appropriate funds or the discontinuance or material alteration of the program under which funds were provided or if funds are not otherwise available to MDEQ, MDEQ shall have the right upon ten (10) working days written notice to the SUBRECIPIENT, to terminate this Agreement without damage, penalty, cost or expenses to MDEQ of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.

16. REPRESENTATION REGARDING CONTINGENT FEES

SUBRECIPIENT represents that it has not retained a person to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee.

¹ <https://home.treasury.gov/system/files/136/SLFRF-Compliance-and-Reporting-Guidance.pdf>.

17. **REPRESENTATION REGARDING GRATUITIES**

SUBRECIPIENT represents that it has not violated, is not violating, and promises that it will not violate the prohibition against gratuities set forth in Section 6-204 (Gratuities) of the *Mississippi Public Procurement Review Board Office of Personal Service Contract Review Rules and Regulations* and Section 9.105 (Gratuities) of the Mississippi Procurement Manual.

18. **UNIFORM ADMINISTRATIVE REQUIREMENTS**

SUBRECIPIENT shall comply with the *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, 2 C.F.R. Part 200 ("UG"), as adopted by the Department of Treasury at 2 C.F.R. Part 1000 and as set forth in the Assistance Listing for ARP/CSLFRF (21.027). These requirements dictate how SUBRECIPIENT must administer the Subaward and how MDEQ must oversee SUBRECIPIENT. As a condition of receipt of the grant funds authorized in this Agreement, SUBRECIPIENT agrees to watch the video entitled "American Rescue Plan Act State & Local Fiscal Recovery Funds, Procurement Overview" found at <https://www.mswaterinfrastructure.com>.

The applicable UG provisions are as follows:

- Subpart A, Acronyms and Definitions;
- Subpart B, General Provisions;
- Subpart C, Pre-Federal Award Requirements and Contents of Federal Awards (except 2 C.F.R. §§ 200.204, .205, .210, and .213);
- Subpart D, Post Federal Award Requirements (except 2 C.F.R. §§ 200.305(b)(8) and (9), .308, .309, and .320(c)(4));
- Subpart E, Cost Principles;
- Subpart F, Audit Requirements;
- 2 C.F.R. Part 25 (Universal Identifier and System for Award Management);
- 2 C.F.R. Part 170 (Reporting Subaward and Executive Compensation Information); and
- 2 C.F.R. Part 180 (OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Non-procurement)).

SUBRECIPIENT shall document compliance with UG requirements, including adoption and implementation of all required policies and procedures, within thirty (30) days of the execution of this Agreement and during all subsequent reviews during the term of the Agreement. It is SUBRECIPIENT's responsibility to comply with all UG requirements. Failure to do so may result in termination of the Agreement by MDEQ.

All real property acquired or improved, and equipment or supplies purchased in whole or in part with MCWI Grant Funds and/or LFRF, must be used, insured, managed, and disposed of in accordance with 2 C.F.R. § 200.311 through 2 C.F.R. § 200.316.

19. **SUBAWARDS**

If SUBRECIPIENT is authorized by MDEQ to make a Subaward, SUBRECIPIENT must include and incorporate the terms and conditions of this Agreement and any attachments, in all lower tier Subawards. Further, SUBRECIPIENT, who makes a Subaward, must follow and carry out all the responsibilities of a Pass-through entity described at 2 C.F.R. Part 200.

20. **COMPLIANCE WITH LAWS**

SUBRECIPIENT understands that MDEQ is an equal opportunity employer and therefore, maintains a policy which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, disability, genetic information, or any other consideration made unlawful by federal, state, or local laws. All such discrimination is unlawful, and SUBRECIPIENT agrees during the Period of Performance of the Agreement that SUBRECIPIENT will strictly adhere to this policy in its employment practices and work performance under this Agreement. SUBRECIPIENT shall comply with, and all activities under this Agreement shall be subject to, all applicable federal, state, and local laws and regulations, as now existing and as may be amended or modified.

SUBRECIPIENT along with any sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d *et seq.*), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this Agreement. Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d *et seq.*, as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this Agreement. Further, SUBRECIPIENT agrees to comply with the provisions of Attachment D to this Agreement.

Nothing contained in this Agreement may be deemed or construed in any way to stop, limit, or impair MDEQ from exercising or performing any regulatory, legislative, governmental, or other powers or functions.

SUBRECIPIENT is required to review and understand the requirements, limitations and restrictions placed upon them under ARPA, including the information provided by the State and Local Fiscal Recovery Fund Final Rule.²

SUBRECIPIENT is required to review and understand the requirements, limitations and restrictions placed upon them under the Mississippi Municipality and County Water Infrastructure Grant Program Act of 2022 (Miss. Code Ann. § 49-2-131).³

² <https://www.govinfo.gov/content/pkg/FR-2022-01-27/pdf/2022-00292.pdf>

³ <http://billstatus.ls.state.ms.us/documents/2023/pdf/SB/2400-2499/SB2444SG.pdf>

SUBRECIPIENT is required to review and understand the requirements, limitations and restrictions placed upon them under the Regulations promulgated by MDEQ.⁴

21. **STOP WORK ORDER**

A. *Order to Stop Work:* MDEQ may, by written order to SUBRECIPIENT at any time and without notice to any surety, require SUBRECIPIENT to stop all or any part of the Work called for by this Agreement. This order shall be for a specified period not exceeding ninety (90) days after the order is delivered to SUBRECIPIENT, unless the Parties agree to any further period. Any such order shall be identified specifically as a stop work order issued pursuant to this clause. Upon receipt of such an order, SUBRECIPIENT shall forthwith comply with its terms and take all reasonable steps to minimize the occurrence of costs allocable to the Work covered by the order during the period of work stoppage. Before the stop work order expires, or within any further period to which the Parties shall have agreed, MDEQ shall either:

- i. cancel the stop work order; or
- ii. terminate the Work covered by such order as provided in the Termination for Default clause or the Termination for Convenience clause of this Agreement.

B. *Cancellation or Expiration of the Order:* If a stop work order issued under this clause is canceled at any time during the period specified in the order or if the period of the order or any extension thereof expires, SUBRECIPIENT shall have the right to resume Work. An appropriate adjustment may be made in the Period of Performance or Maximum Amount, or both, and the Agreement shall be modified in writing accordingly if:

- i. The stop work order results in an increase in the time required for, or in SUBRECIPIENT's cost properly allocable to, the performance of any part of this Agreement; and
- ii. SUBRECIPIENT provides a written claim for such an adjustment within thirty (30) days after the end of the period of work stoppage; provided that MDEQ decides that the facts justify such action and any such claim asserted may be received and acted upon at any time prior to final payment under this Agreement.

C. *Termination of Stopped Work:* If a stop work order is not canceled and the Work covered by such order is terminated for default or convenience, the reasonable costs resulting from the stop work order may be allowed by adjustment or otherwise.

22. **E-PAYMENT**

SUBRECIPIENT agrees to accept all payments in United States currency via the State of Mississippi's electronic payment and remittance vehicle. MDEQ agrees to make payment in

⁴ <https://mswaterinfrastructure.com/wp-content/uploads/2022/07/MCWI-Grant-Program-Regulations-revised-12-16-22.pdf>

accordance with Mississippi law on “Timely Payments for Purchases by Public Bodies,” which generally provides for payment of undisputed amounts by the agency within forty-five (45) days of receipt of invoice. Miss. Code Ann. § 31-7-305.

23. **INTERVENTIONS**

If MDEQ determines that SUBRECIPIENT is not in compliance with this Agreement, MDEQ may initiate an intervention, in accordance with 2 C.F.R. § 200.208 and 2 C.F.R. § 200.339. The degree of SUBRECIPIENT’s performance or compliance deficiency will determine the degree of intervention. All possible interventions are listed below and will depend on the degree of deficiency in SUBRECIPIENT’s performance or compliance deficiency.

If MDEQ determines that an intervention is warranted, it shall provide written notice to SUBRECIPIENT of the intervention within thirty (30) days of the completion of a report review, desk review, onsite review, audit review, or procedures engagement review, or as soon as possible after MDEQ otherwise learns of a compliance or performance deficiency related to the execution of this Agreement. The written notice shall notify SUBRECIPIENT of the following related to the intervention:

- (1) The nature of the additional requirements;
- (2) The reason why the additional requirements are being imposed;
- (3) The nature of the action needed to remove the additional requirement, if applicable;
- (4) The time allowed for completing the actions if applicable; and
- (5) The method for requesting reconsideration of the additional requirements imposed.

MDEQ may impose, but is not limited to, the following interventions on SUBRECIPIENT, based on the level of the compliance or performance deficiency that MDEQ determines:

Level 1 Interventions. These interventions may be required for minor compliance or performance issues:

- (1) SUBRECIPIENT addresses specific internal control, documentation, financial management, compliance, or performance issues within a specified time period; and/or
- (2) More frequent or more thorough reporting by the SUBRECIPIENT; and/or
- (3) More frequent monitoring by MDEQ; and/or
- (4) Required SUBRECIPIENT technical assistance or training.

Level 2 Interventions. These interventions may be required for more serious compliance or performance issues:

- (1) Restrictions on funding payment requests by SUBRECIPIENT; and/or
- (2) Disallowing payments to SUBRECIPIENT; and/or
- (3) Requiring repayment for disallowed cost items; and/or
- (4) Imposing probationary status on SUBRECIPIENT.

Level 3 Interventions. These interventions may be required for significant and/or persistent compliance or performance issues:

- (1) Temporary or indefinite funding suspension to SUBRECIPIENT; and/or
- (2) Nonrenewal of funding to SUBRECIPIENT in subsequent year; and/or
- (3) Terminate funding to SUBRECIPIENT in the current year; and/or
- (4) Initiate legal action against SUBRECIPIENT.

Interventions will remain in place until the underlying performance or compliance deficiency is addressed to the sole satisfaction of MDEQ.

24. E-VERIFICATION

If applicable, SUBRECIPIENT represents and certifies that it will ensure its compliance with the Mississippi Employment Protection Act of 2008 and will register and participate in the status verification system for all newly hired employees. Miss. Code Ann. §§ 71-11-1, *et seq.* The term “employee” as used herein means any person that is hired to perform work within the State. As used herein, “status verification system” means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. SUBRECIPIENT agrees to maintain records of such compliance. Upon request of the State of Mississippi and after approval of the Social Security Administration or Department of Homeland Security, when required, SUBRECIPIENT agrees to provide a copy of each such verification. SUBRECIPIENT further represents and certifies that any person assigned to perform services hereafter meets the employment eligibility requirements of all immigration laws.

25. TRANSPARENCY

This Agreement, including any accompanying exhibits, attachments, and appendices, is subject to the “Mississippi Public Records Act of 1983” and its exceptions. See Miss. Code Ann. §§ 25-61-1 *et seq.* and Miss. Code Ann. § 79-23-1. In addition, this Agreement is subject to the provisions of the Mississippi Accountability and Transparency Act of 2008. Miss. Code Ann. §§ 27-104-151, *et seq.* Unless exempted from disclosure due to a court-issued protective order, a copy of this executed Agreement may be posted to the Department of Finance and Administration’s independent agency Agreement website for public access at <https://www.transparency.mississippi.gov>. Information identified by SUBRECIPIENT as trade secrets or other proprietary information, including confidential vendor information, or any other information which is required to be confidential by state or federal law or outside the applicable freedom of information statutes will be redacted.

26. PAYMODE

Payments by state agencies using the statewide accounting system shall be made and remittance information provided electronically as directed by MDEQ. These payments shall be deposited into the bank account of SUBRECIPIENT’s choice. MDEQ may, at its sole discretion, require SUBRECIPIENT to submit invoices and supporting documentation electronically at any time during the Period of Performance of this Agreement. SUBRECIPIENT understands and

agrees that MDEQ is exempt from the payment of taxes. All payments shall be in United States currency.

27. **TERMINATION**

The Agreement may be terminated as follows:

A. *Termination For Convenience.*

The MDEQ may, when the interests of the State so require, terminate this Agreement in whole or in part, for the convenience of the State. MDEQ shall give written notice of the termination to SUBRECIPIENT specifying the part of the Agreement terminated and when termination becomes effective.

B. *Termination For Default.*

If SUBRECIPIENT refuses or fails to perform any of the provisions of this Agreement with such diligence as will ensure its completion within the time specified in this Agreement or any extension thereof or otherwise fails to satisfy the Agreement provisions or commits any other substantial breach of this Agreement, MDEQ may notify SUBRECIPIENT in writing of the delay or nonperformance, and if not cured in ten (10) days or any longer time specified in writing by MDEQ, MDEQ may terminate SUBRECIPIENT's right to proceed with the Agreement or such part of the Agreement as to which there has been delay or a failure to properly perform.

Notwithstanding termination of the Agreement and subject to any directions by MDEQ, SUBRECIPIENT shall take timely, reasonable, and necessary action to protect and preserve property in the possession of SUBRECIPIENT in which the State has an interest.

C. *Termination Upon Bankruptcy.*

This Agreement may be terminated in whole or in part by MDEQ upon written notice to SUBRECIPIENT, if SUBRECIPIENT should become the subject of bankruptcy or receivership proceedings, whether voluntary or involuntary, or upon the execution by SUBRECIPIENT of an assignment for the benefit of its creditors. In the event of such termination, SUBRECIPIENT shall be entitled to recover just and equitable compensation for satisfactory Work performed under this Agreement, but in no case shall said compensation exceed the total Maximum Amount.

28. **DISPUTES**

Before pleading to any judicial system at any level, SUBRECIPIENT must exhaust all administrative remedies. A written complaint must first be sent to the Executive Director of MDEQ. The decision of the Executive Director shall be reduced to writing and a copy thereof mailed or furnished to SUBRECIPIENT within fourteen (14) days after receipt of information

requested by MDEQ or the Executive Director. If the decision of the Executive Director does not resolve the matter, successive administrative remedies may, at SUBRECIPIENT's option, include bringing the complaint before the Mississippi Commission on Environmental Quality pursuant to Miss. Code Ann. §§ 49-17-35 and -41. In the alternative, at SUBRECIPIENT's option, the decision of the Executive Director may be deemed the final agency action on the complaint. Appeals from the decision of the Executive Director or the Commission shall follow procedures outlined in Miss. Code Ann. § 49-17-41.

29. ANTI-ASSIGNMENT/CONTRACTING

SUBRECIPIENT shall not assign, contract, or otherwise transfer this Agreement, in whole or in part without the prior written consent of MDEQ, which MDEQ may, in its sole discretion, approve or deny without reason. Any attempted assignment or transfer of its obligations without such consent shall be null and void. No such approval by MDEQ of any contract shall be deemed in any way to provide for the incurrence of any obligation of MDEQ in excess of the Maximum MCWI Grant Fund amount set forth in this Agreement, nor create any contractual relationship between MDEQ and any Contracted Parties. Contracts shall be subject to the terms and conditions of this Agreement and to any conditions of approval that MDEQ may deem necessary. Subject to the foregoing, this Agreement shall be binding upon the respective successors and assigns of the Parties.

30. AUTHORITY TO PARTICIPATE IN THIS AGREEMENT

SUBRECIPIENT certifies and acknowledges it is a Mississippi county, municipality or public utility, as defined in MCWI regulation, Rule 1.1. E. (17), and that it has LFRF to use as match funding for this grant. SUBRECIPIENT further certifies and acknowledges that its entry into and performance under this Agreement is not restricted or prohibited by any loan, security, financing, contractual, or other agreement of any kind; and, notwithstanding any other provision of this Agreement to the contrary, that there are no existing legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under this Agreement.

31. DEBARMENT AND SUSPENSION

SUBRECIPIENT certifies to the best of its knowledge and belief, that it, and its Contracted Parties:

A. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transaction by any federal department or agency or any political subdivision or agency of the State of Mississippi;

B. have not, within a three (3) year period preceding this Agreement, been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or Agreement or Contract under a public transaction;

C. have not, within a three (3) year period preceding this Agreement, been convicted of or had a civil judgment rendered against it for a violation of federal or state

antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

D. are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of these offenses enumerated in Article 31. B. and Article 31. C., above; and

E. have not, within a three (3) year period preceding this Agreement, had one or more public transactions (federal, state, or local) terminated for cause or default.

32. **FAILURE TO ENFORCE**

Failure by MDEQ, at any time, to enforce the provisions of this Agreement shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of this Agreement or any part thereof or the right of MDEQ to enforce any provision at any time in accordance with its terms.

33. **INDEMNIFICATION**

SUBRECIPIENT agrees to maintain responsibility for the Project and agrees to provide proper operation and maintenance of all facilities for the life of the Project. SUBRECIPIENT's tort liability, if it is an entity of the State of Mississippi, is determined and controlled in accordance with Miss. Code Ann. §§ 11-46-1 *et seq.*, including all defenses and exceptions contained therein. Nothing in this Agreement shall have the effect of changing or altering this liability or of eliminating any defense available to the State under statute.

To the extent allowed by state law, SUBRECIPIENT agrees to indemnify and save, release and hold harmless the State of Mississippi, the Commission on Environmental Quality, MDEQ, all of their employees and officers, and MDEQ's contractors from and against any and all claim, demand, cause of action, liability, loss, damage, injury, suit, judgment, debt and cost, including attorney's fees or expenses on the part of SUBRECIPIENT, their agents or employees or any other parties arising out of or incident to, any and all Work under the terms of this Agreement.

34. **SUBRECIPIENT STATUS**

SUBRECIPIENT shall, during the entire Period of Performance of this Agreement, be construed to be an independent SUBRECIPIENT. Nothing in this Agreement is intended to nor shall be construed to create an employer-employee relationship or a joint venture relationship.

SUBRECIPIENT represents that it is qualified to perform the duties to be performed under this Agreement and that it has, or will secure, if needed, at its own expense, applicable personnel who are qualified to perform the duties required under this Agreement. Such personnel shall not be deemed in any way, directly or indirectly, expressly or by implication, to be employees of MDEQ.

Any person assigned by SUBRECIPIENT to perform the services hereunder shall be an employee or independent contractor of SUBRECIPIENT, who shall have the sole right to hire and discharge its employees and/or independent contractors under this Agreement.

SUBRECIPIENT shall pay, when due, all salaries and wages of its employees and accepts exclusive responsibility for the payment of federal income tax, state income tax, social security, unemployment compensation and any other withholdings that may be required. This provision is solely for the benefit of MDEQ, and nothing herein shall be construed to create or impose any contractual or agency relationship between MDEQ and SUBRECIPIENT'S contractors, subcontractors, employees or agents.

35. **INSURANCE**

SUBRECIPIENT and its Contracted Parties agree to and shall maintain insurance that is required by applicable state, federal, and local laws and regulations.

36. **ENTIRE AGREEMENT**

This Agreement, including all attachments, represents the entire and integrated agreement between the Parties hereto and supersedes all prior negotiations, representations or agreements, irrespective of whether written or oral. This Agreement may be altered, amended, or modified only by a written document executed by MDEQ and SUBRECIPIENT. SUBRECIPIENT acknowledges that it has thoroughly read this Agreement and all its attachments and has had the opportunity to receive competent advice and counsel necessary for it to form a full and complete understanding of all rights and obligations herein.

37. **ORAL STATEMENTS**

No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in this Agreement. All modifications to the Agreement must be made in writing by the MDEQ and agreed to by SUBRECIPIENT.

38. **RECORD RETENTION AND ACCESS TO RECORDS**

Provided SUBRECIPIENT is given reasonable advance written notice and such inspection is made during normal business hours of SUBRECIPIENT, the Government Accountability Office, MDEQ, the State or any duly authorized representatives shall have unimpeded, prompt access to any of SUBRECIPIENT's books, documents, papers, and other records which are maintained or produced as a result of the Project for the purpose of making audits, investigations, examinations, excerpts, transcriptions, and copies of such documents. This right also includes timely and reasonable access to the SUBRECIPIENT's personnel for the purpose of interview and discussion related to such documents. All records related to this Agreement shall be retained by SUBRECIPIENT for a minimum of ten (10) years after final payment is made under this Agreement and all pending matters are closed; however, if any audit, litigation or other action arising out of or related in any way to this Project is commenced before the end of the ten (10) year period, the records shall be retained for one (1) year after all issues arising out of the action are finally resolved or until the end of the ten (10) year period, whichever is later.

SUBRECIPIENT is not required to retain the above-mentioned records for the ten-year period prescribed in this Article and Article 39 only if all of the following conditions are satisfied:

A. SUBRECIPIENT has provided all of the documents described above and in the "Right to Audit" provision to MDEQ prior to the expiration of the ten (10) year retention period and a certification stating the same is simultaneously provided in writing to MDEQ;

B. No audit, litigation or other action arising out of or related in any way to this Project is commenced before SUBRECIPIENT provides the records and corresponding certification to MDEQ, in which case, SUBRECIPIENT shall retain the records until all issues arising out of the action are finally resolved; and

C. SUBRECIPIENT provides MDEQ a minimum of thirty (30) days written notice before providing the above-mentioned records and corresponding certification.

39. **RIGHT TO AUDIT**

SUBRECIPIENT shall maintain all financial records, including electronic financial records, as may be prescribed by the MDEQ or by applicable federal and state laws, rules, and regulations. SUBRECIPIENT shall retain these records for a period of ten (10) years after final payment. These records shall be made available during the term of the Agreement and the subsequent ten (10) year period for examination, transcription, and audit by MDEQ, the Mississippi State Auditor's Office, its designees, or other authorized bodies, including the Office of Inspector General. If any litigation, claim, investigation, or audit relating to this Agreement or an activity funded under the Agreement is started before the expiration of the ten (10) year period, the records must be retained until all litigation, claims, investigations, or audit findings involving the records have been resolved and final action taken.

40. **RIGHT TO INSPECT WORK; ACCESS**

MDEQ and their representatives, invitees, and consultants shall have access and the right to conduct announced and unannounced onsite and offsite physical visits to inspect all Work hereunder. Notwithstanding any review or inspection by MDEQ and their representatives, invitees, and consultants, SUBRECIPIENT shall not be relieved of its responsibility for performance of the Work or the submission of reports as expressly set forth in this Agreement solely by virtue of such inspection or review of the Work. SUBRECIPIENT shall provide MDEQ and its representatives, invitees, and consultants with the opportunity to participate in site inspections, meetings, and/or teleconferences, as appropriate, related to SUBRECIPIENT's performance of the Work.

41. **SEVERABILITY**

If any part of this Agreement is declared to be invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision of the Agreement that can be given effect without the invalid or unenforceable provision, and to this end the provisions hereof are severable. In such event, the Parties shall amend the Agreement as necessary to reflect the original intent of the Parties and to bring any invalid or unenforceable provisions in compliance with applicable law.

42. **THIRD PARTY ACTION NOTIFICATION**

SUBRECIPIENT shall give the MDEQ prompt notice in writing of any action or suit filed, and prompt notice of any claim made against SUBRECIPIENT by any entity that may result in litigation related in any way to this Agreement.

43. **CERTIFICATIONS**

SUBRECIPIENT's execution of this Agreement shall be deemed as acknowledgement, guarantee and certification by SUBRECIPIENT of the following:

A. SUBRECIPIENT has sufficient LFRF in its possession that it will use to match MCWI Grant Funds.

B. SUBRECIPIENT will follow and abide by all ARPA guidelines, guidance, rules, regulations, and other criteria, as may be amended from time to time, by the U.S. Treasury regarding the use of monies under this Agreement.

C. As required in Attachment A, Article (1) a., SUBRECIPIENT's Authorized Representative, or his/her designee has watched the video on the MDEQ <https://www.mswaterinfrastructure.com> web-page entitled "American Rescue Plan Act State & Local Fiscal Recovery Funds, Procurement Overview."

D. All of SUBRECIPIENT's LFRF used as MCWI matching funds, as well as MCWI Grant Funds received by SUBRECIPIENT, have been or will be used for the Project detailed in this Agreement.

E. Upon request by MDEQ, SUBRECIPIENT will provide an Intergovernmental Review Certification as detailed in the MCWI Regulations.

F. SUBRECIPIENT will obligate all MCWI Grant Funds and LFRF funds used for MCWI matching funds by 11:59 p.m. on August 30, 2024.

G. If SUBRECIPIENT does not complete the Project by December 31, 2026, SUBRECIPIENT acknowledges and agrees to complete the Project with other funds.

44. **WAIVER**

No delay or omission by either Party to this Agreement in exercising any right, power, or remedy hereunder or otherwise afforded by Agreement, at law, or in equity shall constitute an acquiescence therein, impair any other right, power or remedy hereunder or otherwise afforded by any means, or operate as a waiver of such right, power, or remedy. No waiver by either Party to this Agreement shall be valid unless set forth in writing by the Party making said waiver. No waiver of or modification to any term or condition of this Agreement will void, waive, or change any other term or condition. No waiver by one Party to this Agreement of a default by the other Party will imply, be construed as or require waiver of future or other defaults.

45. **COMPLIANCE WITH MISS. CODE ANN. § 31-5-37**

If applicable, SUBRECIPIENT shall ensure that Contracted Parties and bidders solicited for contract awards pursuant to this Agreement comply with the requirements of Miss. Code. Ann. § 31-5-37. SUBRECIPIENT shall require all bidders for any contract of Five Thousand Dollars (\$5,000.00) or more procured or to be procured with funds received pursuant to this Agreement to submit a certification with their bid that said bidder will comply with the provisions of Miss. Code. Ann. § 31-5-37. In addition, within seven (7) days of any such contract award procured or to be procured with funds received pursuant to this Agreement, SUBRECIPIENT shall require the Contracted Party to submit to both SUBRECIPIENT and the Mississippi Department of Employment Security ("MDES") an employment plan which conforms to the requirements contained in Miss. Code. Ann. § 31-5-37(2).

From the date written notice of any such contract award is received and until ten (10) business days after the receipt of the employment plan by MDES, the Contracted Party and any subcontractors shall not hire any personnel to fill vacant positions for the project except residents of the State of Mississippi who are to be verified by MDES and/or those qualified individuals who are submitted by MDES. However, the Contracting Party or contractor is authorized to employ Mississippi residents to begin work immediately if such persons are verified by MDES after employment by the Contracting Party or contractor. SUBRECIPIENT shall vacate the contract award in the event the Contracting Party fails to comply with the provisions of Miss. Code Ann. § 31-5-37.

46. **CONFLICT OF INTEREST**

SUBRECIPIENT shall immediately notify MDEQ in writing of any potential conflict of interest resulting from the representation of or service to other clients or otherwise affecting this Agreement in any way. If any such conflict occurs before it is discovered, SUBRECIPIENT shall notify MDEQ of such conflict within five (5) working days of such discovery. If such conflict cannot be resolved to MDEQ's satisfaction, MDEQ reserves the right to terminate this Agreement per the "Termination for Convenience" clause.

47. **SUCCESSORS AND ASSIGNS**

This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective permitted successors and permitted assigns.

48. **NO THIRD-PARTY BENEFICIARIES**

This Agreement is for the sole benefit of the Parties hereto and their respective successors and permitted assigns, and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

49. **EVALUATION**

SUBRECIPIENT agrees to assist and cooperate with the MDEQ or its duly designated representatives in the monitoring of the Project(s) to which the Agreement relates, and to provide

in form and manner approved by MDEQ such monitoring reports, progress reports, and the like as may be required and to provide such reports at the times specified.

Further, SUBRECIPIENT agrees to cooperate with MDEQ or its duly designated representatives by providing timely responses to all reasonable requests for information to assist in evaluation of the accomplishments of the Project and the agreement for a period of ten (10) years after the date on which the Final Reports are provided.

50. **VENUE**

Venue for the resolution of any dispute, according to Article 28 of this Agreement, shall be before the Mississippi Commission on Environmental Quality if pursuing an administrative appeal, and venue for any subsequent litigation shall be in the Chancery Court of Hinds County, Mississippi.

51. **HEADINGS**

The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.

52. **NOTICES**

Unless otherwise specified in the Agreement, all notices, requests, consents, claims, demands, waivers and other communications hereunder shall be in writing and shall be deemed to have been given (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by facsimile or e-mail of document(s) (with confirmation of transmission) if sent during normal business hours of the recipient, and on the next business day if sent after normal business hours of the recipient; or (d) on the third day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Such communications must be sent to the respective Parties at the following addresses (or at such other address for a Party as shall be specified in a notice given in accordance with this subsection):

If to MDEQ:	Attention: MCWI Contract Administration 515 East Amite Street P.O. Box 2249 Jackson, MS 39201 E-mail: MCWIdocuments@mdeq.ms.gov
-------------	--

If to SUBRECIPIENT:	Attention: Mayor Billy Hewes P.O. Box 1780 Gulfport, MS 39502 Phone: (228) 868-5801 E-mail: mayorsoffice@gulfport-ms.gov
---------------------	---

53. **COUNTERPARTS**

Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same Agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

[SIGNATURE PAGE FOLLOWS]

For the faithful performance and consideration provided under the terms of this Agreement, the Parties hereto have caused this Agreement to be executed by their undersigned authorized representatives.

MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY

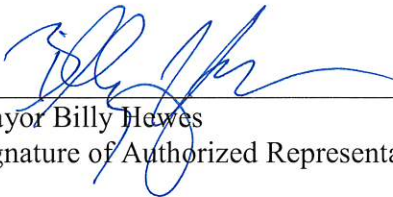


Chris Wells
Executive Director

7/5/23

Date

CITY OF GULFPORT



Mayor Billy Hewes
Signature of Authorized Representative

Billy Hewes

Billy Hewes
Printed Name

Mayor

Title

June 7, 2023

Date

ATTACHMENT A

PROJECT NAME, SCOPE OF WORK AND PROJECT TIMELINE AND REQUIREMENTS

PROJECT NAME

North Gulfport Wastewater Treatment Plant - Sand Filters

SCOPE OF WORK

The Project shall be defined as eligible activities funded in whole or in part under this Agreement as follows:

The Project includes replacement of the sand filter and anthracite system at the North Gulfport Wastewater Treatment Plant.

The general Scope of Work to be performed by SUBRECIPIENT is limited to that which was submitted in the MCWI Application Portal and approved for funding in accordance with the MCWI Program Regulations. SUBRECIPIENT hereby agrees that no additional eligible scope may be added to this Scope of Work without the express written consent of MDEQ. The Scope of Work eligible for reimbursement is limited to that identified as eligible by MDEQ and further described by plans, specifications, contract documents, and contract change orders approved as eligible by MDEQ.

PROJECT TIMELINE AND REQUIREMENTS

(1) SUBRECIPIENT agrees to the following schedule.

- a. Within 10 days of execution of this Agreement, SUBRECIPIENT's Authorized Representative, or his/her designee shall watch the video on the MDEQ <https://www.mswaterinfrastructure.com> web-page entitled "American Rescue Plan Act State & Local Fiscal Recovery Funds, Procurement Overview." The web-page will track compliance with this requirement;
- b. On or about October 2, 2023, submit a complete set of plans, specifications, contract documents on each construction contract, and all applicable permits and agency approvals, if not already submitted to MDEQ;
- c. On or about October 16, 2023, advertise each construction contract for bids;
- d. On or about November 30, 2023, but no later than 45 days after advertisement for construction bids on each construction contract, receive bids;

- e. No later than 60 days after receipt of bids on each construction contract, execute construction contract;
- f. No later than 15 days after execution of construction contract, submit the entire procurement file (including but not limited to the request for proposals, evidence of publication, MBE/WBE documentation, all received bids, evaluation and selection documentation, executed construction contracts, and professional services contracts);
- g. No later than 60 days after execution of each construction contract, execute and submit a copy of the notice to proceed;
- h. No later than 5 business days after the estimated completion of 25% of construction, submit a notice to MDEQ of such milestone;
- i. No later than 5 business days after the estimated completion of 50% of construction, submit a notice to MDEQ of such milestone;
- j. No later than 5 business days after the estimated completion of 75% of construction, submit a notice to MDEQ of such milestone;
- k. No later than 5 business days after completion of each construction contract, notify MDEQ of construction completion;
- l. No later than 30 days after the contract completion date on each construction contract, submit all change orders which include time extensions, or a request and justification for delaying MDEQ's final construction observation;
- m. Within 45 days of Project completion, but no later than September 30, 2026, whichever is earlier, unless an extension of this date is specifically authorized by MDEQ, SUBRECIPIENT must submit the following: Final Report, as listed in Article 11, the engineer's certification of compliance with plans, specifications, and contract documents; final professional services contract amendments, if any; and all other administrative forms and documents required by the Agreement.

(2) To the extent any documents required to be submitted in Attachment A, Article (1) above were submitted with the MCWI Grant Application through the Application Portal, the documents do not need to be resubmitted.

(3) All documents required to be submitted in Attachment A, Article (1) above, shall be uploaded to the Documents Portal at <https://www.mswaterinfrastructure.com>.

ATTACHMENT B

SYSTEMS AND PROCESSES FOR FINANCIAL MANAGEMENT RECOMMENDATIONS AND/OR CORRECTIVE ACTION PLAN

An evaluation for the assessment of uncontrolled risks of the SUBRECIPIENT's systems and processes for financial management was performed as of part of the initial subaward process by MDEQ, acting on behalf of the State of Mississippi, as administrator of this Subaward Agreement. MDEQ requests the SUBRECIPIENT provide the following information to MDEQ as part of observations made during the evaluation. MDEQ reserves the right to re-evaluate the assessment of uncontrolled risks upon subsequently identified facts:

1. SUBRECIPIENT agrees to provide MDEQ with a copy of their annual audited financial statements within 60 days of the report release date throughout the Period of Performance.
2. SUBRECIPIENT agrees to promptly notify MDEQ of any significant changes made to the SUBRECIPIENT's current policies and procedures that would impact financial management systems and processes, specifically those communicated as part of the evaluation, from which the current residual risk levels were derived.
3. SUBRECIPIENT agrees to promptly notify MDEQ of any level of fraud or abuse discovered within the organization without regard to materiality that is related to the operation of the Project, as well as other pervasive deficiencies identified for grant management practices from any source, both external and internal, throughout the program performance period.
4. If deficiencies, significant deficiencies and/or material weaknesses are reported to the SUBRECIPIENT, as part of any assurance, attestation, or monitoring engagement during the program performance period, SUBRECIPIENT agrees to provide its response(s) and/or corrective action plan(s) to MDEQ so that prompt action can be taken by MDEQ to mitigate any elevated level of uncontrolled risk that could potentially impact MDEQ's or the SUBRECIPIENT's ability to comply with Federal Award and/or subaward requirements.
5. SUBRECIPIENT agrees that MDEQ has the right to perform monitoring procedures as deemed appropriate by MDEQ based on the assessed risk of noncompliance.

ATTACHMENT C

SUBAWARD TERMS AND CONDITIONS FOR CONTRACTED PARTIES

1. AUTHORITY TO PARTICIPATE IN THIS AGREEMENT

The Contracted Party certifies that (a) it is either a 1) state agency, 2) a validly organized business that is authorized to do business in the state of Mississippi, 3) a nongovernmental organization, or 4) a political subdivision of the state of Mississippi with valid authority to enter into this agreement and; (b) entry into and performance under this agreement is not restricted or prohibited by any loan, security, financing, contractual, or other agreement of any kind; and (c) notwithstanding any other provision of this Agreement to the contrary, that there are no existing legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under this agreement.

2. DEBARMENT AND SUSPENSION

Contractor/Contracted Parties certifies to the best of its knowledge and belief, that it:

A. is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transaction by any federal department or agency or any political subdivision or agency of the State of Mississippi;

B. has not, within a three (3) year period preceding this Agreement, been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction;

C. has not, within a three (3) year period preceding this Agreement, been convicted of or had a civil judgment rendered against it for a violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

D. is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of these offenses enumerated in Article 2.B. and Article 2.C., above; and,

E. has not, within a three (3) year period preceding this Agreement, had one or more public transactions (federal, state, or local) terminated for cause or default.

This agreement is subject to 31 C.F.R. Part 19.

3. INDEMNIFICATION

To the extent allowed by state law, Contracted Party agrees to indemnify and save, release and hold harmless the State of Mississippi, the Commission on Environmental Quality, MDEQ, all of their employees and officers, and the Department's contractors from and against any and all

claim, demand, cause of action, liability, loss, damage, injury, suit, judgment, debt and cost, including attorney's fees or expenses on the part of any Contracted Party, their agents or employees or any other parties arising out of or incident to, any and all Work under the terms of this Agreement.

4. RELATIONSHIP STATUS

The Contracted Party acknowledges and agrees that MDEQ is not a party, in any manner whatsoever, to any contract between the SUBRECIPIENT and the construction contractor(s), engineer(s), attorney(s), equipment supplier(s), contractor(s), or between any other parties of any kind whatsoever (hereinafter collectively referred to as "vendor"). The SUBRECIPIENT and Contracted Party also acknowledge and agree that any benefit to vendors contracting with the SUBRECIPIENT or Contracted Parties arising from or associated with this Agreement is strictly incidental and all such vendors are not and are not intended to be considered as third-party beneficiaries under any agreement between MDEQ and the SUBRECIPIENT.

Upon execution of any contract between the SUBRECIPIENT and any other party in regard to the project, MDEQ does not assume any authorities, duties, responsibilities, or liabilities under such contract. The SUBRECIPIENT and Contracted Party shall not have any authority to bind or otherwise obligate MDEQ, directly or indirectly, under any contract or agreement between the SUBRECIPIENT and any other party. The SUBRECIPIENT, Contracted Party and its vendors acknowledge and agree that any action taken by MDEQ in its role of grantor, or in its separate and distinct role as regulator shall not in any way change or alter its position as that of grantor.

MDEQ does not have any authority, duty, responsibility, or liability in contract claims or dispute identification, negotiation, resolution, or any other actions regarding contract claims under the contract(s) between the SUBRECIPIENT and any other party. The SUBRECIPIENT and the Contracted Party acknowledge and agree that MDEQ is not obligated to review, comment on, approve, or discuss the merits of any contract claims presented by or to any party. Any MDEQ reviews, approvals, observations, presence at meetings, written communications, verbal communications or other actions are not to be interpreted as addressing the merits of any claims, nor are they to be construed as interpreting the contract between the SUBRECIPIENT and the Contracted Party or any other parties.

5. ACCESS TO RECORDS

Provided Contracted Party is given reasonable advance written notice and such inspection is made during normal business hours of Contracted Party, then the Government Accountability Office, MDEQ, the State or any duly authorized representatives shall have unimpeded, prompt access to any of Contracted Party's books, documents, papers, and other records which are maintained or produced as a result of the Project for the purpose of making audits, investigations, examinations, excerpts, transcriptions, and copies of such documents. This right also includes timely and reasonable access to the Contracted Party's personnel for the purpose of interview and discussion related to such documents. All records related to this Agreement shall be retained by Contracted Party for a minimum of ten (10) years after final payment is made under this Agreement and all pending matters are closed; however, if any audit, litigation or other action arising out of or related in any way to this Project is commenced before the end of the ten (10) year period, the

records shall be retained for one (1) year after all issues arising out of the action are finally resolved or until the end of the ten (10) year period, whichever is later.

Contracted Party is not required to retain the above-mentioned records for the ten (10) year period prescribed in this Section and the "Right to Audit" provision only if all of the following conditions are satisfied:

A. Contracted Party has provided all of the documents described above and in the "Right to Audit" provision to MDEQ prior to the expiration of the ten (10) year retention period and a certification stating the same is simultaneously provided in writing to MDEQ;

B. No audit, litigation or other action arising out of or related in any way to this Project is commenced before Contracted Party provides the records and corresponding certification to MDEQ, in which case, Contracted Party shall retain the records until all issues arising out of the action are finally resolved; and

C. Contracted Party provides MDEQ a minimum of thirty (30) days written notice before providing the above-mentioned records and corresponding certification.

6. RECORD RETENTION AND RIGHT TO AUDIT

The Contracted Party shall maintain and retain books, documents, papers, financial records and other records, including electronic records, as may be prescribed by the MDEQ or by applicable federal and state laws, rules, and regulations. Contracted Party shall retain these records for a period of ten (10) years after final payment. These records shall be made available during the term of the Agreement and the subsequent ten (10) year period for examination, transcription, and audit by MDEQ, the Mississippi State Auditor's Office, its designees, or other authorized bodies, including the Office of Inspector General. If any litigation, claim, investigation, or audit relating to this Agreement or an activity funded under the Agreement is started before the expiration of the ten (10) year period, the records must be retained until all litigation, claims, investigations, or audit findings involving the records have been resolved and final action taken.

7. RIGHT TO INSPECT WORK; SITE ACCESS

MDEQ and their representatives, invitees, and consultants shall have access and the right to conduct announced and unannounced onsite and offsite physical visits to inspect all Work hereunder. Upon request by MDEQ, Contracted Party shall provide MDEQ and its representatives, invitees, and consultants with the opportunity to participate in site inspections, meetings, and/or teleconferences, as appropriate, related to the performance of the Work.

8. CONFLICT OF INTEREST

The Contracted Party covenants that he presently has no interest and shall not acquire any interest direct or indirect in the Project that is the subject to this Agreement or any parcels therein, where applicable, or any other interest which would conflict in any manner or degree with the performance of his services hereunder. The Contracted Party further covenants that, in the performance of this agreement, no person having any such interest shall be employed.

The Contracted Party agrees to establish safeguards to prohibit employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have a family, business, or other tie.

9. COOPERATION AND EVALUATION

The Contracted Party agrees to assist and cooperate with the MDEQ or its duly designated representatives in the monitoring of the Project(s) to which the Agreement relates, and to provide in form and manner approved by MDEQ such monitoring reports, progress reports, and the like as may be required and to provide such reports at the times specified.

Further, the Contracted Party agrees to cooperate with MDEQ or its duly designated representatives by providing timely responses to all reasonable requests for information to assist in evaluation of the accomplishments of the Project and the agreement for a period of ten (10) years after the date on which the Final Reports are provided.

ATTACHMENT D

ASSURANCES OF COMPLIANCE WITH CIVIL RIGHTS REQUIREMENTS

ASSURANCE OF COMPLIANCE WITH TITLE VI OF THE

CIVIL RIGHTS ACT OF 1964

As a condition of receipt of federal financial assistance from the Department of the Treasury, SUBRECIPIENT provides the assurances stated herein. The federal financial assistance may include federal grants, loans and contracts to provide assistance to SUBRECIPIENT's beneficiaries, the use or rent of Federal land or property at below market value, Federal training, a loan of Federal personnel, subsidies, and other arrangements with the intention of providing assistance. Federal financial assistance does not encompass contracts of guarantee or insurance, regulated programs, licenses, procurement contracts by the Federal government at market value, or programs that provide direct benefits.

The assurances apply to all federal financial assistance from or funds made available through the Department of the Treasury, including any assistance that SUBRECIPIENT may request in the future.

The Civil Rights Restoration Act of 1987 provides that the provisions of the assurances apply to all of the operations of SUBRECIPIENT's program(s) and activity(ies), so long as any portion of SUBRECIPIENT's program(s) or activity(ies) is federally assisted in the manner prescribed above.

1. SUBRECIPIENT ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal financial assistance, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d *et seq.*), as implemented by the Department of the Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166, directives, circulars, policies, memoranda, and/or guidance documents.

2. SUBRECIPIENT acknowledges that Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency," seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English proficiency (LEP). SUBRECIPIENT understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury's implementing regulations. Accordingly, SUBRECIPIENT shall initiate reasonable steps, or comply with the Department of the Treasury's directives, to ensure that LEP persons have meaningful access to its programs, services, and activities. SUBRECIPIENT understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in SUBRECIPIENT's programs, services, and activities.

3. SUBRECIPIENT agrees to consider the need for language services for LEP persons when SUBRECIPIENT develops applicable budgets and conducts programs, services, and activities. As a resource, the Department of the Treasury has published its LEP guidance at 70 FR 6067. For more information on taking reasonable steps to provide meaningful access for LEP persons, please visit <http://www.lep.gov>.

4. SUBRECIPIENT acknowledges and agrees that compliance with the assurances constitutes a condition of continued receipt of federal financial assistance and is binding upon SUBRECIPIENT and SUBRECIPIENT's successors, transferees, and assignees for the period in which such assistance is provided.

5. SUBRECIPIENT understands and agrees that if any real property or structure is provided or improved with the aid of federal financial assistance by the Department of the Treasury, this assurance obligates SUBRECIPIENT, or in the case of a subsequent transfer, the transferee, for the period during which the real property or structure is used for a purpose for which the federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is provided, this assurance obligates SUBRECIPIENT for the period during which it retains ownership or possession of the property.

6. SUBRECIPIENT shall cooperate in any enforcement or compliance review activities by the Department of the Treasury of the aforementioned obligations. Enforcement may include investigation, arbitration, mediation, litigation, and monitoring of any settlement agreements that may result from these actions. SUBRECIPIENT shall comply with information requests, on-site compliance reviews and reporting requirements.

7. SUBRECIPIENT shall maintain a complaint log and inform the Department of the Treasury of any complaints of discrimination on the grounds of race, color, or national origin, and limited English proficiency covered by Title VI of the Civil Rights Act of 1964 and implementing regulations and provide, upon request, a list of all such reviews or proceedings based on the complaint, pending or completed, including outcome. SUBRECIPIENT also must inform the Department of the Treasury if SUBRECIPIENT has received no complaints under Title VI.

8. SUBRECIPIENT must provide documentation of an administrative agency's or court's findings of non-compliance of Title VI and efforts to address the non-compliance, including any voluntary compliance or other agreements between the SUBRECIPIENT and the administrative agency that made the finding. If SUBRECIPIENT settles a case or matter alleging such discrimination, SUBRECIPIENT must provide documentation of the settlement. If SUBRECIPIENT has not been the subject of any court or administrative agency finding of discrimination, please so state.



STATE OF MISSISSIPPI
JONATHON TATE REEVES, GOVERNOR
DEPARTMENT OF EMPLOYMENT SECURITY
MARK HENRY
EXECUTIVE DIRECTOR

SCSEP Host Agency Agreement

As part of the Senior Community Service Employment Program, operated under Title V of the Older Americans Act, this Agreement is voluntarily entered into by the:

City of Gulfport Mississippi

a governmental agency or a **non-profit agency** designated under Section 501(c)(3) of the Internal Revenue Code, (hereinafter referred to as the Host Agency), and

Southern Mississippi Planning and Development District

Sponsor Agency.

The intent of this agreement is to furnish useful community service assignments for low-income mature workers who are 55 years of age or older, in order to increase their skills and assist transition to permanent employment.

The Host Agency agrees:

- To provide a safe and healthful environment, adequate orientation and training, additional training as needed to meet employment goals, and to treat each participant as a valued worker in the Host Agency.
- To assist the Sponsor agency in placing one or more participants per year in a job off of the program; and to consider participants for regular employment on its staff when vacancies occur or when new positions are created.
- To abide by mutually agreed to schedules, documented by properly prepared time sheets and periodic performance evaluations. Participants may be required to attend periodic meetings during regular working hours, and the Host Agency recognizes that they will be unavailable at the Host Agency during these times.
- To ensure that each participant's assignment does not displace currently employed or laid-off workers, replace others working in assisted programs, or reduce regular house work, wages or benefits.
- Not to discriminate against any participant because of race, color, religion, sex, national origin, or disability.

- To send a representative to a group meeting of host agency supervisors. Group meetings of host agency supervisor or designated representatives will be held annually to acquaint all concerned with the SCSEP goals and objectives.
- That no other national Title V SCSEP project sponsor will use this Host Agency site while this Agreement is in effect; and
- **To inform the Sponsor Agency immediately if its Section 501(c)(3) certification is changed.**

The Sponsor Agency Agrees:

- To recruit, enroll, assess and assign a SCSEP participant to the Host Agency for the purpose of engaging in a productive community service assignment with duties and tasks as specified in a written community service assignment description.
- To be responsible for all administrative and fiscal controls for the assignment and for paying wages and providing required fringe benefits to each participant.

The Sponsor Agency reserves the right to reassign any participant whenever reassignment will increase opportunities for training or unsubsidized employment, will serve the best interest of the participant, or will better support the goals and objectives of the SCSEP program.

This agreement may be amended by mutual agreement.

This Agreement is in effect from: July 1, 2023 to June 30, 2024

SIGNED - HOST AGENCY

Name of Agency: City of Gulfport Mississippi

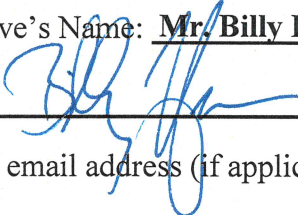
Address: 1410 24th Avenue, Gulfport, MS 39501
(Please submit physical address to include street, city/town & ZIP)

Mailing address if different from above: P.O.Box 1780, Gulfport, MS 39502
(Please include street and/or P.O. Box, city/town & ZIP)

Telephone number: (228) 868-5700 Fax number: (228) 868-5800

Federal Employer Identification Number: 64-6000413 State: Mississippi

Representative's Name: Mr. Billy Hewes Title: Mayor

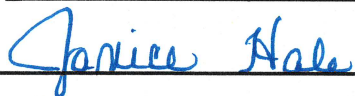
Signature:  **Date:** July 4, 2023

Supervisor's email address (if applicable): bhewes@gulfport-ms.gov

SIGNED - SCSEP PROJECT SPONSOR

Project Sponsor: Southern Mississippi Planning and Development District

Name & Title: Janice Hale, Project Director Phone: (228) 868-2311 Fax: (228) 868-2550

Signature:  **Date:** 06.09.2023

Program Manager's email address: jhale@smpdd.com

DEFINITION OF HOST AGENCY STATUS

☐ This host agency is a certified non-profit agency under Section 501(c)(3) of the United States Internal Revenue Code. FEIN: _____ (Required by USDOL)

☐ 501(c)(3) documentation is attached to this agreement.

☐ 501(c)(3) documentation is already on file with the sponsor.

or

☒ This host agency is a government agency. FEIN: 64-6000413 (Required by USDOL)

Host Agency Responsibilities

It is the Host Agency's responsibility to:

Provide training so enrollees can improve existing skills and acquire new ones.

Provide job-related orientation to the enrollees.

Designate an individual to supervise the enrollee.

Provide the materials and equipment necessary for enrollees to perform job duties.

However, enrollees are never to be given the keys to a Host Agency office for the purpose of opening or closing said office to the public. Enrollees may not operate Host Agency vehicles. Enrollees are not allowed to handle cash transactions without direct Host Agency supervision.

Include enrollees in staff-development opportunities.

Give first consideration to employing enrollees when openings occur for which they are qualified or assist in facilitating entry into the competitive labor market.

Keep the Project Director informed of the enrollees' progress and any work-related problems, and complete evaluations as required.

Verify and sign timesheets and assure they are completed correctly and forwarded to the Project Director.

Assure enrollees do not work more than the 20 hours per week authorized by the Senior AIDES Program.

Permit enrollees to attend training sessions and job interviews during work hours when needed.

Assure enrollees do not displace or replace paid employees.

Provide a safe and hazard-free working environment for the enrollee and report all accidents immediately to the Project Director.

SCSEP Host Agency Agreement PY2023

To comply with the requirements of the Center for Workforce Inclusion (CWI) Senior Community Service Employment Program (SCSEP), operated under Title V of the Older Americans Act, this Agreement is voluntarily entered by

City of Gulfport Mississippi

hereinafter referred to as the Host Agency, and

Southern Mississippi Planning and Development Districts

hereinafter referred to as the Sponsor Agency.

The Host Agency agrees to provide a safe and healthful work site for each job seeker, to provide the orientation and training necessary to perform assigned duties in accordance with a written community service assignment description, to provide additional training as opportunities occur, and, to the extent possible, treat each job seeker as a regular member of the Host Agency staff.

Regarding COVID guidelines, the Host Agency agrees to inform the Sponsor Agency of its policies regarding wearing masks, vaccines, and social distancing, including any and all amendments to these policies. Additionally, the Host Agency recognizes that the Sponsor Agency will be following applicable federal, state, and/or local COVID guidelines and will respect changes to SCSEP status that the Sponsor Agency may make in response to COVID.

The Host Agency is to immediately notify the Sponsor Agency if any job seeker has been exposed to the COVID virus, when applicable.

The Host Agency agrees to consider each job seeker for regular employment, either full-time or part-time, when vacancies occur in the Host Agency staff or when new positions are created. The Host Agency will also recommend suitable training for unsubsidized placement of the job seeker. A detailed training plan, which includes skills to be attained and timelines for achieving the goal, will be documented in the job seeker's Individual Employment Plan (IEP) and Community Service Assignment Description. The Community Service Assignment Description must specify the nature of the assignment, the hours each job seeker will train, specific duties and tasks to be performed.

As the onsite day-to-day supervisor of assigned job seekers, the Host Agency agrees to document any inappropriate work behaviors of job seekers that may lead to progressive discipline or other incidents and call and discuss with the Project Sponsor.

The Host Agency may allow an alternative or temporary community service assignment to include remote or telework. Such arrangements still require the Host Agency to provide

adequate supervision and equipment. Provision of the remote or telework assignment must be documented in the Community Service Assignment Description for Remote Work. The Host Agency must notify the Project Sponsor before initiating this type of assignment and agrees to requirements outlined in the Sponsor Agency's "SCSEP Remote Work Policy," and "Remote Work Approval Instructions." These documents will be provided by the Sponsor Agency upon request.

The Host Agency also agrees to notify the Project Sponsor of any unscheduled leave time of the job seekers, particularly absences of three days or longer.

The Host Agency understands that the length of time that a job seeker may remain in the same assignment will be determined in their Individual Employment Plan (IEP). The Host Agency understands that the Sponsor Agency may reassign any job seeker when that reassignment will increase the job seeker's opportunities for training or unsubsidized employment or will otherwise serve the best interests of the job seeker.

While this agreement is in effect, the Host Agency agrees to not provide community service assignments for job seekers serving through another national Title V project sponsor.

The Host Agency agrees to abide by the hours and work schedules mutually agreed to for each job seeker and to provide properly prepared time sheets (the supervisor will confirm that the job seeker worked the hours claimed on their time sheet and will assure that both they and the job seeker sign the time sheet); periodic performance evaluations; and other required documents. The Host Agency agrees and understands that each job seeker will be required to attend periodic SCSEP meetings during regular working hours.

The Host Agency agrees that the community service assignments for any job seeker are to be like "in demand" or "growth industries" private sector jobs, such as health care, child daycare, education, or green jobs. However, these assignments will not result in the displacement of currently employed workers, nor in a reduction in non-overtime hours of work, wages, or benefits; will not impair any existing contract for service or result in the substitution of the wages of the job seeker for other funds in connection with work which otherwise would be performed; will not be a substitution for any existing federally-assisted job; and will not be a position which is the same as or substantially the same as that occupied by any other person who is on lay-off or absent due to labor disputes. Further, the Host Agency agrees that it will not discriminate against a job seeker on the grounds of race, color, age, religion, sex, national origin, age, or disability.

The Host Agency agrees that job seekers currently assigned to the Host Agency are not permitted to volunteer at the Host Agency, whether it be similar activity as the Community Service Assignment or any other activity.

The Host Agency agrees to send a representative to a Host Agency supervisors' meeting. Host Agency supervisors' meetings will be held at least annually to acquaint all concerned with the SCSEP goals and objectives. The Host Agency agrees to participate in the DOL Customer Satisfaction Surveys if solicited.

The Host Agency agrees to provide documentation of in-kind contributions. Further, it is

understood by the Host Agency and the Sponsor Agency that any contribution, whether cash or in-kind, by the Host Agency is purely voluntary and is not a condition for the assignment of any job seeker.

The Host Agency certifies by this Agreement that it is a governmental agency or is a non-profit agency which is currently certified as a Section 501(c) (3) organization under the Internal Revenue Code. In addition, the Host Agency will provide its Federal Employer Identification Number (FEIN). Further, if the Host Agency is certified as a Section 501(c) (3) agency, a copy of that certification is attached. The Host Agency agrees to inform the Sponsor Agency immediately if the Section 501(c) (3) certification is revoked.

The Sponsor Agency agrees to recruit, enroll, and assign a job seeker to the Host Agency for engaging in productive community service employment.

The Sponsor Agency agrees to be responsible for all administrative and fiscal controls of the SCSEP and for paying wages and providing fringe benefits and workers compensation coverage to each job seeker. The Host Agency does not pay wages or provide fringe benefits or Workers' Compensation insurance to job seekers.

Indemnification. The Host Agency agrees to indemnify, defend and hold harmless the Sponsor Agency, its representatives, directors, officers, agents, invitees, job seekers and employees, and its Affiliates and their respective directors, officers, employers, job seekers and agents from and against any Claim for costs, fees, penalties, expenses, third-party damages, attorneys' fees and all other liabilities to any third party whatsoever ("Losses"), that result or arise from any allegation of bodily injury, death, or damage to real and/or tangible personal property, incurred during the activities and projects that arise from this Agreement, to the extent proximately caused by the negligence, gross negligence or intentional misconduct of the indemnifying party (i.e., Host Agency), its employees, partners, agents, invitees, job seekers and contractors.

"Claim" means any and all third-party claims, suits, and proceedings. "Loss" means any and all losses, damages, costs, expenses, liabilities, obligations, judgments and claims of any kind (including reasonable attorneys' fees and all expenses and costs of investigation and litigation).

This indemnification provision shall survive the term of this Agreement, or any cancellation or abandonment of the terms and conditions contemplated herein.

Force Majeure. Under no circumstance will the Sponsor Agency be liable for any loss or damage caused by nonperformance due to circumstances beyond the Sponsor Agency's control, such as a pandemic, disease, natural disasters, war, acts of terrorism, civil unrest, and strikes.

This Agreement may not be amended except upon written agreement between the parties.

**This Agreement is in effective from
July 1, 2023 to June 30, 2024**

Definition of Host Agency Status

(Check one)

☒ This host agency is a government agency. FEIN 64-6000413 (Required by USDOL).

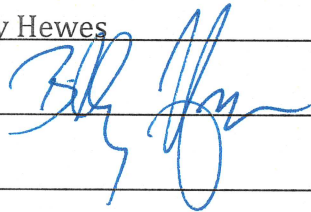
☐ This host agency is a certified non-profit agency under Section 501(c) (3) of the United States Internal Revenue Code. FEIN _____ (Required by USDOL).

_____ **501(c) (3) documentation is attached.**

Signed — Host Agency

Host Agency: City of Gulfport Mississippi

Representative's Name: Billy Hewes

Representative's Signature: 

Host Agency Title: Mayor

Host Agency Supervisor: _____

Address: 1410 24th Avenue, Gulfport, MS 39501

Mailing address if different from above: P.O.Box 1780, Gulfport, MS 39502

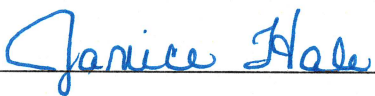
Phone: (228) 868-5700 Fax: (228) 868-5800

Email: bhewes@gulfport-ms.gov **Date:** July 6, 2023

Signed — SCSEP Sponsor Agency

SCSEP Sponsor: Southern Mississippi Planning and Development

Representative's Name: Janice Hale

Representative's Signature: 

Title: Program Director and Department Head

Address: 10441 Corporate Drive, Suite #1, Gulfport, MS 39503

Phone: (228) 868-2311 Fax: (228) 868-2550

Email: jhale@smpdd.com **Date:** 06.09.2023

Host Agency Responsibilities

It is the Host Agency's responsibility to:

Provide training so enrollees can improve existing skills and acquire new ones.

Provide job-related orientation to the enrollees.

Designate an individual to supervise the enrollee.

Provide the materials and equipment necessary for enrollees to perform job duties.

However, enrollees are never to be given the keys to a Host Agency office for the purpose of opening or closing said office to the public. Enrollees may not operate Host Agency vehicles. Enrollees are not allowed to handle cash transactions without direct Host Agency supervision.

Include enrollees in staff-development opportunities.

Give first consideration to employing enrollees when openings occur for which they are qualified or assist in facilitating entry into the competitive labor market.

Keep the Project Director informed of the enrollees' progress and any work-related problems, and complete evaluations as required.

Verify and sign timesheets and assure they are completed correctly and forwarded to the Project Director.

Assure enrollees do not work more than the 20 hours per week authorized by the Senior AIDES Program.

Permit enrollees to attend training sessions and job interviews during work hours when needed.

Assure enrollees do not displace or replace paid employees.

Provide a safe and hazard-free working environment for the enrollee and report all accidents immediately to the Project Director.

**COVINGTON CIVIL AND ENVIRONMENTAL,
LLC GENERAL CONDITIONS**

1.0 BILLING

- 1.1** An invoice will be issued upon completion of the project, payable within 60 days after submittal, unless otherwise agreed. Payment of an invoice is not conditioned upon closing of loans, obtaining financing or any other condition, unless agreed to, in writing, by Covington Civil and Environmental, LLC.
- 1.2** In the event that the Client requests termination of the work prior to completion of a report, Covington Civil and Environmental, LLC reserves the right to complete such analyses and records as are necessary to place its files in order and, where considered necessary to protect its professional reputation, to complete a report on the work performed to date.
- 1.3** The parties consent to the exclusive jurisdiction of the Circuit Court of Harrison County, MS for any disputes arising from the performance of either party's obligations hereunder.
- 1.4** Either party has the right, at any time upon written notice to the other, to terminate or suspend all or part of the Services to be performed hereunder for convenience. In the event of a termination for convenience, the Professional shall deliver to Client all Instruments of Service and thereupon Client shall pay Professional any unpaid balance for the Services rendered to the date of such termination or suspension.

2.0 WARRANTY AND LIABILITY

- 2.1** Covington Civil and Environmental, LLC warrants that its services are performed, within the limits prescribed by its Clients, in a manner consistent with that level of care and skill ordinarily exercised by members of the same professions currently practicing in the same locality under similar conditions. No other warranty or representation, either expressed or implied, is included in its proposals, contracts or reports.
- 2.2** Covington Civil and Environmental, LLC has neither created nor contributed to the existence of any hazardous, radioactive, toxic or otherwise dangerous substance or condition at the site, and its compensation hereunder is in no way commensurate with the potential risk of injury or loss that may be caused by exposure to such substances or conditions. Accordingly, notwithstanding any other provision herein and to the extent allowed by Mississippi law, the liability of Covington Civil and Environmental, LLC, its employees, subcontractors and agents for any injury or loss arising

from any such pre-existing or client generated dangerous substance or condition at or near the project site, shall not exceed \$2,978.25.

- 2.3** To the extent allowed by Mississippi law, Covington Civil and Environmental, LLC, its employees, subcontractors and agents shall not be liable for indirect or consequential damages, including without limitation loss of use, lost business opportunity, or loss of profits.
- 2.4** To the extent allowed by Mississippi law, in addition to the limitations provided in 2.2 and 2.3, and notwithstanding any other provision herein, the liability of Covington Civil and Environmental, LLC, its employees, subcontractors and agents shall be limited to injury or loss to the extent caused by the negligence of Covington Civil and Environmental, LLC its subcontractors and/or agents hereunder, and the liability of Covington Civil and Environmental for injury or loss arising from
- (1) professional errors or omissions and/or (2) environmental impairment or pollution and/or (3) radiation, nuclear reaction, or radioactive substances or conditions shall not exceed \$2,978.25.
- 2.5** To the extent allowed by Mississippi law, the liability of Covington Civil and Environmental, LLC, its employees, subcontractors and agents for any other claim(s) of any kind shall not exceed the fee for services.
- 2.6** Increased liability limits may be negotiated upon the Client's written request, prior to commencement of services, and agreement to pay an additional fee.
- 2.7** To the extent allowed by Mississippi law, the Client agrees to indemnify and hold harmless Covington Civil and Environmental, LLC, its employees, subcontractors and agents against and from any and all claims of liability, including attorneys' fees or other defense costs incurred, because of (i) injury or loss caused in whole or in part by the actions or omissions of the Client, its employees or its other agents, contractors or subcontractors, or (ii) any third party claim arising from the performance of services hereunder by Covington Civil and Environmental, its agents or subcontractors, to the extent the liability and costs exceed the relevant amount of Covington Civil and Environmental, LLC's liability specified in sections 2.2-2.6 above and does not result solely from the negligence or willful misconduct of Covington Civil and Environmental, its agents or subcontractors. Covington Civil and Environmental's reports contain limitations and exceptions.
- 2.8** In the event the Client makes a claim against Covington Civil and Environmental, LLC, at law or otherwise, for any alleged error, omission or other act arising out of the performance of its professional services, and to the extent the Client fails to prove such claim and to the extent
-

allowed by Mississippi law, then the Client shall pay all costs, including attorney's fees, incurred by Covington Civil and Environmental, LLC in defending itself against the claim.

3.0 GENERAL REPRESENTATIONS

- 3.1** Client represents it is duly organized and validly existing under the laws of its jurisdiction.
- 3.2** The execution, delivery and performance of this agreement and the consummation of the Services contemplated hereby have been duly authorized by all necessary corporate action on its part.
- 3.3** Client acknowledges Covington Civil and Environmental, LLC is looking solely to Client for payment for the Services provided hereunder. In the event Client fails to timely pay Covington Civil and Environmental, LLC for the Services to be provided hereunder, and notwithstanding whether Covington Civil and Environmental, LLC exercises its rights under Section 1.3 above, Client acknowledges any such failure to pay entitles Covington Civil and Environmental, LLC to lien pursuant to Miss. Code Ann. § 85-7-401 *et seq.* for all amounts that are due and owing and that Covington Civil and Environmental, LLC qualifies as a "professional engineer" as defined in that section.
- 3.4** The services set forth in Covington Civil and Environmental's proposal and Client's acceptance will be accomplished in a timely and workmanlike manner by Covington Civil and Environmental. If Covington is required to delay any part of its work to accommodate the requests or requirements of Client, regulatory agencies, or third parties or due to any causes beyond the direct reasonable control of Covington, additional charges may be applicable, which Client agrees to pay.

Approved by: _____

Billy Hewes, Mayor

4/21/23

Date



**Rate Sheet Effective
05.01.2023**

<u>Position</u>	<u>Rate Description</u>	<u>Hourly Rate</u>
Principal	Per Hour	\$225.00
Principal Engineer	Per Hour	\$225.00
Senior Program Manager	Per Hour	\$192.00
Program Manger	Per Hour	\$150.00
Senior Project Manager	Per Hour	\$172.00
Project Manager	Per Hour	\$135.00
Senior Scientist/Geologist	Per Hour	\$172.00
Engineer III	Per Hour	\$175.00
Engineer II	Per Hour	\$155.00
Engineer I	Per Hour	\$135.00
Environmental Consultant III	Per Hour	\$162.00
Environmental Consultant II	Per Hour	\$152.00
Environmental Consultant I	Per Hour	\$142.00
Environmental Compliance Specialist	Per Hour	\$150.00
Environmental Technician	Per Hour	\$ 90.00
Professional Surveyor	Per Hour	\$140.00
Sr. Resident Project Representative	Per Hour	\$105.00
Senior AutoCAD Operator	Per Hour	\$105.00
Resident Project Representative	Per Hour	\$ 98.00
Environmental Scientist	Per Hour	\$ 90.00
AutoCAD Operator	Per Hour	\$ 90.00
Administrative	Per Hour	\$ 70.00
Aerial Drone (Operator, Equipment, Processing) - (Two Hour Minimum)	Per Hour	\$250.00
RTK Survey Crew	Per Hour	\$175.00
Single Beam Survey Crew (Hydrographic)	Per Hour	\$400.00
<u>Equipment</u>		
UTV	Per Day	\$200.00
Turbidity Meter	Per Week	\$160.00
Turbidity Meter	Per Day	\$ 65.00
IP Probe	Per Day	\$ 65.00
Peristaltic Pump	Per Day	\$ 65.00
Oakton	Per Day	\$ 25.00
Boat	Per Day	\$1,200.00
<u>Miscellaneous</u>		
Third Party Services/Sub-Contractors	Ad Hoc	Cost + 20%
Mileage	Per Mile	Current IRS

Phone: (228) 396-0486

2300 14th Street
Gulfport, Mississippi 39501

Fax: (228) 396-0487

The hourly rates as shown on this rate sheet shall be subject to adjustment on an annual basis due to increased costs and the rate of Inflation.

MEMORANDUM – CITY OF GULFPORT

Date: JULY 5, 2023

To: Mayor Billy Hewes
City Council Members

From: Police Department
Code Enforcement Division

Subject: 7-Day Notice(s) to be made part of the minutes.

RE: 7-Day Notice(s) Of Certain Property Within The City Of Gulfport per
Mississippi Code §21-19-11(2) For The Said Properties Being Described:

Parcel 1: 0811F-01-024.000. N 5 Ft Of Lot 15 & All Lots 16 To 19 Blk 104 Original Gulfport. Property Located At 2012 21st Ave. For Violation Of Remove/Haul Off Trash & Debris. WOFO LLC Case: 11438

Parcel 2: 0811E-02-008.000. Lot 13 Blk. 122 Original Gulfport. Property Located At 30th Ave. For Violation Of Remove Prohibited Items. Bussolati Paul & Helveston Stanley Case: 11454

Parcel 3: 0811E-03-025.000. Lots 21 & 22 Blk 142 Original Gulfport. Property Located At 1714 33rd Ave. For Violation Of Remove Prohibited Items. Wilfredo Cordova Melendez Case: 11575

MEMORANDUM – CITY OF GULFPORT

Date: JULY 5, 2023

To: Mayor Billy Hewes
City Council Members

From: Police Department
Code Enforcement Division

Subject: Chapter 3 Notice(s) to be made part of the minutes.

RE: Chapter 3 Notice(s) Of Certain Property Within The City Of Gulfport
per the International Property Maintenance Code (IPMC) For The Said
Properties Being Described:

Parcel 1: 0811A-03-001.000. Lots 15 & 16 Blk 14 Broadmoore Place. Property Located At
2425 Kelly Ave. For Violation Of Remove/Haul Off Trash & Debris, Remove
Clutter And Debris. Martel Jon M Case: 11249

City of Gulfport

ADVERTISEMENT - REQUEST FOR QUALIFICATIONS

Sealed Statements of Qualifications will be received by The City of Gulfport at 1410 24th Avenue, Gulfport, MS 39501 until 10:00 am (local time), August 9, 2023 for:

The City of Gulfport intends to employ a consulting engineering firm to provide engineering services utilizing Labor Hour/Unit Price or Lump Sum/Firm Fixed Price contract for Citywide Lift Station Rehabilitation Project. The project will utilize Mississippi Municipality & County Water Infrastructure (MCWI) grant funding for the rehabilitation of existing sewer pump stations located inside the City limits of Gulfport. Provided through the American Rescue Plan Act (ARPA) of 2021 and consists of rehabilitation of existing sewer pump stations located in the city limits of Gulfport. The Consultant's scope of the services includes, but is not limited to, surveying, development of construction plans/specifications, bidding phase services, construction engineering, and inspection services.

The selected firm shall provide engineering services related to the scope of work described. Consulting engineering firms interested in providing these services may so indicate by furnishing the City of Gulfport **one (1) original and one (1) copy plus a digital version** of their qualifications which should consist of the criteria found in RFQ.

The City of Gulfport reserves the right to select one (1) consultant or select a short list of consultants from whom more information will be required.

The City of Gulfport reserves the right to reject any and all Proposals and/or to discontinue contract execution with any party at any time prior to final contract execution.

RFQ packets will be located on-line at www.gulfportmsbids.com or via email jversiga@gulfport-ms.gov , Monday through Friday, 8:00 a.m. to 5:00 p.m. Engineering firms/individuals should submit a list of their qualifications, experience, and capacity for performance. Firms/Individuals must submit the name of the primary contact person and the person within the firm (if applicable) who shall be the Owner's contact and party primarily responsible for rendering services, if selected.

Additional information regarding the scope of work for this solicitation may also be viewed utilizing the Mississippi Procurement Technical Assistance Program (MPTAP) website at <https://mscpc.com>.

The grant funds provided by this agreement are made available pursuant to the Municipality and County Water Infrastructure Grant Program Grant (MCWI) of 2022 (Miss. Code Ann. § 49-2-131), provided through funds awarded to the State of Mississippi pursuant to the American Rescue Plan Act of 2021 ("ARPA"), Public Law 117-2 (March 11, 2021), provided through the US Department of Treasury pursuant to Federal Award #SLFRP0003 and CFDA No. 21.027 awarded on May 10, 2021, and subsequently to MDEQ through Mississippi Senate Bill 3056, 2022 Regular Session (April 26, 2022) and Mississippi House Bill 1716, 2023 Regular Session (March 22, 2023), Treasury Regulations 31 C. F. R. § 34 et seq., including 31 C. F. R. §§ 34, Subpart D, all applicable terms and conditions in 2 C. F. R. Part 200 (including Appendix II to Part 200), and all other OMB circulars, executive orders or other federal laws or regulations, as applicable.

The Mississippi Department of Environmental Quality, the United States, or any of its departments, agencies or employees is not and will not be a party to this solicitation or any resulting contract.

Minority and women's business enterprises are solicited to submit a statement of qualifications and are encouraged to make inquiries regarding potential subcontracting opportunities. When subcontracting, all potential contractors must make positive efforts to use small and minority owned business and women business enterprises. See 2. C. F. R. §200.321.

If you have any questions concerning the Request for Qualifications, please email jversiga@gulfport-ms.gov. To be considered, all questions must be received in the Office of Procurement no later than 10:00 am (local time) on August 2, 2023.

All proposals should be submitted sealed and marked on outside **"City Wide Lift Station Rehabilitation."**

This Legal Notice will appear in The Clarion Ledger and The Sun Herald on July 20, 2023 and July 27, 2023.

City of Gulfport
ADVERTISEMENT - REQUEST FOR QUALIFICATIONS

Sealed Statements of Qualifications will be received by The City of Gulfport at 1410 24th Avenue, Gulfport, MS 39501 until 10:00 am (local time), August 9, 2023 for:

The City of Gulfport intends to employ a consulting engineering firm to provide engineering services utilizing Labor Hour/Unit Price or Lump Sum/Firm Fixed Price contract for Debuys Road Sewer Pump Station – Forcemain connection to West Biloxi Wastewater Treatment Plant. The project will utilize Mississippi Municipality & County Water Infrastructure (MCWI) grant funding for repairing existing force main, associated appurtenances and re-routing wastewater from the North Gulfport Wastewater Treatment Plant to the West Biloxi Wastewater Treatment Plant. The project will utilize American Rescue Plan Act (ARPA) of 2021 and consists of rehabilitation of existing sewer pump stations located in the city limits of Gulfport. The Consultant's scope of the services includes, but is not limited to, surveying, development of construction plans/specifications, preparation of easements/right-of-way maps and deeds for purchases, environmental related services, bidding phase services, construction engineering, and inspection services.

The selected firm shall provide engineering services related to the scope of work described. Consulting engineering firms interested in providing these services may so indicate by furnishing the City of Gulfport **one (1) original and one (1) copy plus a digital version** of their qualifications which should consist of the criteria found in RFQ.

The City of Gulfport reserves the right to select one (1) consultant or select a short list of consultants from whom more information will be required.

The City of Gulfport reserves the right to reject any and all Proposals and/or to discontinue contract execution with any party at any time prior to final contract execution.

RFQ packets will be located on-line at www.gulfportmsbids.com or via email jversiga@gulfport-ms.gov Monday through Friday, 8:00 a.m. to 5:00 p.m. Engineering firms/individuals should submit a list of their qualifications, experience, and capacity for performance. Firms/Individuals must submit the name of the primary contact person and the person within the firm (if applicable) who shall be the Owner's contact and party primarily responsible for rendering services, if selected.

Additional information regarding the scope of work for this solicitation may also be viewed utilizing the Mississippi Procurement Technical Assistance Program (MPTAP) website at <https://mscpc.com>.

The grant funds provided by this agreement are made available pursuant to the Municipality and County Water Infrastructure (MCWI) Grant Program Grant of 2022 (Miss. Code Ann. § 49-2-131), provided through funds awarded to the State of Mississippi pursuant to the American Rescue Plan Act of 2021 ("ARPA"), Public Law 117-2 (March 11, 2021), provided through the US Department of Treasury pursuant to Federal Award #SLFRP0003 and CFDA No. 21.027 awarded on May 10, 2021, and subsequently to MDEQ through Mississippi Senate Bill 3056, 2022 Regular Session (April 26, 2022) and Mississippi House Bill 1716, 2023 Regular Session (March 22, 2023), Treasury Regulations 31 C. F. R. § 34 et seq., including 31 C. F. R. §§ 34, Subpart D, all applicable terms and conditions in 2 C. F. R. Part 200 (including Appendix II to Part 200), and all other OMB circulars, executive orders or other federal laws or

regulations, as applicable. The Mississippi Department of Environmental Quality, the United States, or any of its departments, agencies or employees is not and will not be a party to this solicitation or any resulting contract.

Minority and women's business enterprises are solicited to submit a statement of qualifications and are encouraged to make inquiries regarding potential subcontracting opportunities. When subcontracting, all potential contractors must make positive efforts to use small and minority owned business and women business enterprises. See 2. C. F. R. §200.321.

If you have any questions concerning the Request for Qualifications, please email jversiga@gulfport-ms.gov. To be considered, all questions must be received in the Office of Procurement no later than 10:00 am (local time) on August 2, 2023.

All proposals should be submitted sealed and marked on outside **"Debuys Road Sewer Pump Station – Force Main Connection to West Biloxi Wastewater Treatment Plant"**

This Legal Notice will appear in The Clarion Ledger and The Sun Herald on July 20, 2023 and July 27, 2023.

City of Gulfport

ADVERTISEMENT - REQUEST FOR QUALIFICATIONS

Sealed Statements of Qualifications will be received by The City of Gulfport at 1410 24th Avenue, Gulfport, MS 39501 until 10:00 am (local time), August 9, 2023 for:

The City of Gulfport intends to employ a consulting engineering firm to provide engineering services utilizing Labor Hour/Unit Price or Lump Sum/Firm Fixed Price contract for the **Mississippi Infrastructure Modernization Act – Paving Infrastructure**. The project will utilize Mississippi Municipality & County Water Infrastructure (MCWI) grant funding for the repairing and replacement outdated, undersized damaged water, sewer, and drainage infrastructure across the City of Gulfport. Provided through the American Rescue Plan Act (ARPA) of 2021. The Consultant's scope of the services includes, but is not limited to, surveying, development of construction plans/specifications, environmental related services, bidding phase services, construction engineering, and inspection services.

The selected firm shall provide engineering services related to the scope of work described. Consulting engineering firms interested in providing these services may so indicate by furnishing the City of Gulfport **one (1) original and one (1) copy, plus a digital version** of their qualifications which should consist of the criteria found in RFQ.

The City of Gulfport reserves the right to select one (1) consultant or select a short list of consultants from whom more information will be required.

The City of Gulfport reserves the right to reject any and all Proposals and/or to discontinue contract execution with any party at any time prior to final contract execution.

RFQ packets will be located on-line at www.gulfportmsbids.com or via email jversiga@gulfport-ms.gov, Monday through Friday, 8:00 a.m. to 5:00 p.m. Engineering firms/individuals should submit a list of their qualifications, experience, and capacity for performance. Firms/Individuals must submit the name of the primary contact person and the person within the firm (if applicable) who shall be the Owner's contact and party primarily responsible for rendering services, if selected.

Additional information regarding the scope of work for this solicitation may also be viewed utilizing the Mississippi Procurement Technical Assistance Program (MPTAP) website at <https://mscpc.com>.

The grant funds provided by this agreement are made available pursuant to the Municipality and County Water Infrastructure (MCWI) Grant Program Grant of 2022 (Miss. Code Ann. § 49-2-131), provided through funds awarded to the State of Mississippi pursuant to the American Rescue Plan Act of 2021 (ARPA), Public Law 117-2 (March 11, 2021), provided through the US Department of Treasury pursuant to Federal Award #SLFRP0003 and CFDA No. 21.027 awarded on May 10, 2021, and subsequently to MDEQ through Mississippi Senate Bill 3056, 2022 Regular Session (April 26, 2022) and Mississippi House Bill 1716, 2023 Regular Session (March 22, 2023), Treasury Regulations 31 C. F. R. § 34 et seq., including 31 C. F. R. §§ 34, Subpart D, all applicable terms and conditions in 2 C. F. R. Part 200 (including Appendix II to Part 200), and all other OMB circulars, executive orders or other federal laws or regulations, as applicable.

The Mississippi Department of Environmental Quality, the United States, or any of its departments, agencies or employees is not and will not be a party to this solicitation or any resulting contract.

Minority and women's business enterprises are solicited to submit a statement of qualifications and are encouraged to make inquiries regarding potential subcontracting opportunities. When subcontracting, all potential contractors must make positive efforts to use small and minority owned business and women business enterprises. See 2. C. F. R. §200.321.

If you have any questions concerning the Request for Qualifications, please email jversiga@gulfport-ms.gov. To be considered, all questions must be received in the Office of Procurement no later than 10:00 am (local time) on August 2, 2023.

All proposals should be submitted sealed and marked on outside **"Mississippi Infrastructure Modernization Act – Paving Infrastructure."**

This Legal Notice will appear in The Clarion Ledger and The Sun Herald on July 20, 2023 and July 27, 2023.

City of Gulfport

ADVERTISEMENT - REQUEST FOR QUALIFICATIONS

Sealed Statements of Qualifications will be received by The City of Gulfport at 1410 24th Avenue, Gulfport, MS 39501 until 10:00 am (local time), August 9, 2023 for:

The City of Gulfport intends to employ a consulting engineering firm to provide engineering services utilizing Labor Hour/Unit Price or Lump Sum/Firm Fixed Price contract for the North Gulfport Wastewater Treatment Plant – Headworks and Sand Filters. The project will utilize Mississippi Municipality & County Water Infrastructure (MCWI) grant funding for the increasing and improvement of the headworks and replacement of the sand filter and anthracite System at North Gulfport Wastewater Treatment Plant. Provided through the American Rescue Plan Act (ARPA) of 2021. The Consultant's scope of the services includes, but is not limited to, surveying, development of construction plans/specifications, environmental related services, bidding phase services, construction engineering, and inspection services.

The selected firm shall provide engineering services related to the scope of work described. Consulting engineering firms interested in providing these services may so indicate by furnishing the City of Gulfport **one (1) original and one (1) copy, plus a digital version** of their qualifications which should consist of the criteria found in RFQ.

The City of Gulfport reserves the right to select one (1) consultant or select a short list of consultants from whom more information will be required.

The City of Gulfport reserves the right to reject any and all Proposals and/or to discontinue contract execution with any party at any time prior to final contract execution.

RFQ packets will be located on-line at www.gulfportmsbids.com or via email jversiga@gulfport-ms.gov , Monday through Friday, 8:00 a.m. to 5:00 p.m. Engineering firms/individuals should submit a list of their qualifications, experience, and capacity for performance. Firms/Individuals must submit the name of the primary contact person and the person within the firm (if applicable) who shall be the Owner's contact and party primarily responsible for rendering services, if selected.

Additional information regarding the scope of work for this solicitation may also be viewed utilizing the Mississippi Procurement Technical Assistance Program (MPTAP) website at <https://mscpc.com>.

The grant funds provided by this agreement are made available pursuant to the Municipality and County Water Infrastructure (MCWI) Grant Program Grant of 2022 (Miss. Code Ann. § 49-2-131), provided through funds awarded to the State of Mississippi pursuant to the American Rescue Plan Act of 2021 (ARPA), Public Law 117-2 (March 11, 2021), provided through the US Department of Treasury pursuant to Federal Award #SLFRP0003 and CFDA No. 21.027 awarded on May 10, 2021, and subsequently to MDEQ through Mississippi Senate Bill 3056, 2022 Regular Session (April 26, 2022) and Mississippi House Bill 1716, 2023 Regular Session (March 22, 2023), Treasury Regulations 31 C. F. R. § 34 et seq., including 31 C. F. R. §§ 34, Subpart D, all applicable terms and conditions in 2 C. F. R. Part 200 (including Appendix II to Part 200), and all other OMB circulars, executive orders or other federal laws or regulations, as applicable.

The Mississippi Department of Environmental Quality, the United States, or any of its departments, agencies or employees is not and will not be a party to this solicitation or any resulting contract.

Minority and women's business enterprises are solicited to submit a statement of qualifications and are encouraged to make inquiries regarding potential subcontracting opportunities. When subcontracting, all potential contractors must make positive efforts to use small and minority owned business and women business enterprises. See 2. C. F. R. §200.321.

If you have any questions concerning the Request for Qualifications, please email jversiga@gulfport-ms.gov. To be considered, all questions must be received in the Office of Procurement no later than 10:00 am (local time) on August 2, 2023.

All proposals should be submitted sealed and marked on outside **"North Gulfport Wastewater Treatment Plant – Headworks and Sand Filters."**

This Legal Notice will appear in The Clarion Ledger and The Sun Herald on July 20, 2023 and July 27, 2023.

Request for Qualifications

CITY OF GULFPORT EMERGENCY MEDICAL SERVICES

Request for Qualifications for Ambulance Services for the City of Gulfport will be received in the Office of Procurement Department located at 1410 24th Avenue, Hardy Building, 2nd Floor, Gulfport, MS 39501 until 10:00 am, local time on August 21, 2023, either by mail, hand delivery or uploaded at www.gulfportmsbids.com , after which time they will be referred to the Evaluation Committee. Any submittal received after the date and time stated will be returned unopened.

Specifications may be obtained at www.gulfportmsbids.com or by requested via email at jversiga@gulfport-ms.gov .

Delivery of Proposals – One (1) original, one (1) copy and one (1) digitally converted file copy of the proposal shall be submitted in a sealed envelope, clearly identified as “RFQ for City of Gulfport - Emergency Medical Services” and delivered to the address listed below no later than 10:00 a.m. local time August 21, 2023.

Questions – All questions regarding this Request for Qualifications should be directed to Jessica Versiga by e-mail: jversiga@gulfport-ms.gov , the last day to ask any questions will be August 14, 2023. All other questions after this date will not be considered. All questions must be submitted *in writing*; telephonic inquiries will not be considered.

The Evaluation Committee will review each proposal and will assist the City’s governing authority in evaluating the proposals and assessing the most qualified proposal. The governing authority retains the ultimate authority in making these determinations. The committee may develop a short list from which interviews will be scheduled and evaluations will be based in part on review of ONLY the data submitted in response to this request for qualifications. Upon final selection and determination made by the City’s governing authority, a written contract may be awarded to the individual/firm whose proposal is determined by the governing authority to be the most qualified.

The governing authority will consider terms and conditions and factors relating to price, financial responsibility, technology, legal responsibilities as well as a bidder's or proposer’s “responsibility” concerning matters that relate to the prompt and efficient performance of the contract, including the bidder's or proposer’s honesty and integrity, skill and business judgment, experience and capability of performing the contract, conduct under previous contracts, and the quality of previous work, and a bidder’s or proposer’s customer satisfaction in prior or other contracts or projects, stability and solvency, and management experience in similar contracts, and any oral interviews with the review committee. The governing authority may consider any of the factors referenced herein in awarding the contract.

Proposals may be held by the City of Gulfport, Mississippi, for a period not to exceed sixty (60) days from the date of receipt of proposal.

The City of Gulfport reserves the right to reject any and all proposals, in whole or in part, and to discontinue contract execution with any party at any time prior to final contract execution. The City of Gulfport is an equal opportunity employer.

The successful firm shall adhere to the City of Gulfport's policy concerning non-discrimination without regard to race, creed, color, age, sex, national origin or handicap.

Direct contact with any City employee, GRC Commissioners, including the Administration and City Council on the subject of this proposal is strictly forbidden. Violation of this paragraph will result in disqualification of your submission.

Publication Dates: July 20, 2023 and July 27, 2023

Send Invoice & Proof of Publication to: **Jessica Versiga**
City of Gulfport
P. O. Box 1780
Gulfport, MS 39502-1780

**Legal Advertisement
Grounds Maintenance for
City of Gulfport**

The City of Gulfport is requesting sealed bids from qualified individuals and/or firms to perform Ground Maintenance.

All bids must be received in the Office of Procurement, 1410 24th Avenue, 2nd Floor Hardy Bldg., Gulfport, MS 39501, no later than **10:00 am, local time on August 15, 2023**, after which time they will be opened and publicly ready aloud.

The bid package may be downloaded at www.gulfportmsbids.com or by contacting the Purchasing Department at email jversiga@gulfport-ms.gov.

Vendors interested in this contract are encouraged to attend the pre-bid conference, scheduled for August 7, 2023 at 2:00 pm at the Beautification Department located at 3310 17th Avenue, Gulfport, MS 39507.

Contract will be awarded to the lowest and best bid received.

The City reserves the right to reject any and all proposals or to waive any informality. The City of Gulfport is an equal opportunity employer.

“The City of Gulfport now offers Electronic Bidding. Official bid documents can be downloaded from Central Bidding at www.centralbidding.com. Electronic bids and/or reverse auction bids can be submitted at www.centralbidding.com. For any questions relating to the electronic bidding process, please call Central Bidding at 225-810-4814.”

The City of Gulfport, Mississippi hereby notifies all Bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, disadvantaged and women’s business enterprises will be afforded the full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

For bids exceeding \$50,000.00, Bidder must indicate his Certificate of Responsibility Number on the outside of sealed proposal as required by Mississippi Law. Effective July 1, 2010; Per MS Code 31-3-21(3); any bid submitted by a nonresident contractor which does not include the nonresident contractor’s current state law pertaining to such state’s treatment of nonresident contractors, shall be rejected and not considered for award. If no such law exists in the non-resident contractor’s state, then the non-resident contractor may provide a statement to that effect.

No bidder may withdraw his bid within sixty (60) days after the actual date of the opening thereof. The Owner reserves the right to waive any informalities or to reject any or all bids.

Publish in the Legal Section on: **July 20, 2023 and July 27, 2023**

Send Invoice & Proof of Publication to: **Jessica Versiga
Purchasing Agent
City of Gulfport
P. O. Box 1780
Gulfport, MS 39502-1780**



**PURCHASING
DEPARTMENT**

P.O. Box 1780
Gulfport, MS 39502
Phone: 228-868-5705
Fax: 228-868-0223

William H. Hardy Building
1410 24th Ave. 2nd Floor
Gulfport, MS 39501

MEMORANDUM

TO: City Councilmembers
Mayor Billy Hewes

FROM: Olivia McMahan, Procurement Specialist

DATE: June 30, 2023

RE: Ninja Pro Software – Information Systems Department

The Purchasing Department received and reviewed the quotes received on the above referenced item and determined CDW LLC to be the lowest and best bid for a total amount of \$11,379.98.

Purchase Order #232525 was issued, and the tabulation sheet used to make our lowest and best bid determination is attached. We respectfully request this be spread across the minutes.

Thank you for your consideration.

INFORMATION SYSTEMS DEPARTMENT - CDW LLC
PO # 232525

QTY		CDW		ITSAVVY		SHI	
NINJA PRO SOFTWARE	1	\$ 11,379.98	\$ 11,379.98	\$ 11,538.21	\$ 11,538.21	\$ 12,040.30	\$ 12,040.30
			\$ -		\$ -		\$ -
			\$ -		\$ -		\$ -
Total			\$ 11,379.98	\$ 11,538.21			\$ 12,040.30



**PURCHASING
DEPARTMENT**

P.O. Box 1780
Gulfport, MS 39502
Phone: 228-868-5705
Fax: 228-868-0223

William H. Hardy Building
1410 24th Ave. 2nd Floor
Gulfport, MS 39501

MEMORANDUM

TO: City Councilmembers
Mayor Billy Hewes

FROM: Olivia McMahan, Procurement Specialist

DATE: June 30, 2023

RE: Grape Degreaser Restock – Public Works Department

The Purchasing Department received and reviewed the quotes received on the above referenced item and determined Momar to be the lowest and best bid for a total amount of \$10,969.75.

Purchase Order #232524 was issued, and the tabulation sheet used to make our lowest and best bid determination is attached. We respectfully request this be spread across the minutes.

Thank you for your consideration.

PUBLIC DEPARTMENT - GRAPE DEGREASER RESTOCK
PO # 232524

QTY		MOMAR		CERTIFIED LABS		EAGLE ENERGY	
NON-EMULSIFIABLE SOLVENT DEGREASER 275 GALLON TOTE	2	\$ 10,969.75	\$ 21,939.50	NO BID	NO BID	NO BID	NO BID
			\$ -		\$ -		\$ -
			\$ -		\$ -		\$ -
Total			\$ 21,939.50	\$ -			\$ -