City of Gulfport, Mississippi

Agenda

City Council

2309 15th Street
Gulfport, MS 39501

Tuesday, November 7, 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

Minutes

1 Approval of Minutes - for October 3, 2023.

Code Enforcement

2 Code Enforcement Hearing - on resolution to declare that certain properties are in such a state of uncleanliness 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.

Ordinances

3 Ordinance - amending Section 2-80 of the Code of Ordinances of the City of Gulfport, Mississippi, and for related purposes.

4 Ordinance - amending Section 4-174 of the Code of Ordinances of the City of Gulfport, Mississippi, and for related purposes.

5 Ordinance - amending Section 4-175 of the Code of Ordinances of the City of Gulfport, Mississippi, and for related purposes.

6 Ordinance - amending Section 9-50(b) of the Code of Ordinances of the City of Gulfport, Mississippi, and for related purposes.

7 Ordinance - providing for the salary of compensation for one (1) " Utility Billing Customer Service Supervisor" position, and for related purposes.

Resolutions

8 Resolution - approving Application by Seaway Business Center, LLC, for a municipal ad valorem tax exemption, not to include school district taxes for a period of ten (10) years for capital investment and to authorize the exemption on certain tangible and real property pursuant to Miss. Code Ann., as amended, sec. 27-31-101, et seq., and for related purposes.

9 Resolution - approving certain amenities associated with the Harbor Lights Winter Festival as an employee benefit, and for related purposes.

10 Resolution - approving Cooperation with Civilian Law Enforcement Officials Agreement with the U.S. Department of the Navy, and for related purposes.

11 Resolution - approving Engineering Services Agreement with Overstreet and Associates, PLLC, for the Coffee Creek Sewer Rehabilitation Project, and for related purposes.

12 Resolution - approving Harbor Lights Winter Festival Sponsorship Program for 2023 - 2025, and for related purposes.

13 Resolution - approving the Operating Agreement between the City of Gulfport and the Navy Construction Battalion Center Gulfport, and for related purposes.

14 Resolution - approving Proposal of the Coast Transit Authority for 2023 Gulfport Harbor Lights Winter Festival, and for related purposes.

15 Resolution - authorizing rejection of proposals for engineering services associated with Municipal and County Water Infrastructure projects and re-advertising for the same; and for related purposes.

16 Resolution - approving Rental Agreement with Pitney Bowes, and for related purposes.

17 Resolution - approving Service Agreement with Mississippi Aquarium for "Go Photo" Training Services, and for related purposes.

18 Resolution - approving Modification No. 1 to Subaward Agreement with the Mississippi Department of Environmental Quality regarding the North Gulfport Wastewater Treatment Plant Headworks Project, and for related purposes.

19 Resolution - authorizing the City of Gulfport to accept the Project Safe Neighborhoods (PSN) Grant, and for related purposes.

20 Resolution - accepting donation of goods from Walmart in support of the City's 2023 Halloween Pumpkin Decorating Contest, and for related purposes.

21 Resolution - authorizing the appropriation and payment of funds to South Mississippi Planning & Development District in support of the Harbor Lights Winter Festival, and for related purposes.

22 Resolution - authorizing contribution to the Mississippi Coast Transit Authority, and for related purposes.

23 Resolution - authorizing a donation of funds to the Boys and Girls Club of the Gulf Coast pursuant to Miss. Code Ann. § 21-19-67(a), and for related purposes.

24 Resolution - authorizing a donation of funds to CASA of Harrison County, Inc., pursuant to Miss. Code Ann. §§ 21-19-65 and 21-17-1(8) (rev. 2015), and for related purposes.

25 Resolution - authorizing a donation of funds to the Gulf Coast Center for Nonviolence pursuant to Miss. Code Ann. §§ 21-19-65 and 21-17-1(8) (rev. 2015), and for related purposes.

26 Resolution - authorizing the donation of funds to Gulfport Main Street Association, in accord with Miss. Code Ann. Section 21-19-44.1, and for related purposes.

27 Resolution - authorizing a donation of funds to the Harrison County Library System pursuant to Miss. Code Ann. § 39-3-79(3) (2015), and for related purposes.

28 Resolution - authorizing a donation of funds to the Mental Health Association of South Mississippi pursuant to Miss. Code Ann. §§ 21-19-65 and 21-17-1(8), and for related purposes.

29 Resolution - authorizing a donation of funds to the O'Keefe Educational Media d/b/a Disability Connection pursuant to Miss. Code Ann. § 21-19-65 and 21-17-1(8) (Rev. 2015), and for related purposes.

30 Resolution - authorizing a donation of funds to the Women's Resource Center pursuant to Miss. Code Ann. §§ 21-19-65 and 21-17-1(8) (Rev. 2015), and for related purposes.

31 Resolution - authorizing an expenditure for advertising and bringing into favorable notice the opportunities, possibilities and resources of the City of Gulfport for Gulfport High School's Team Fusion 364, and for related purposes.

32 Resolution - authorizing an expenditure for advertising and bringing into favorable notice the opportunities, possibilities and resources of the City of Gulfport in connection with the Harrison County Career & Technical Center Engineering & Robotics Program (TSA), and for related purposes.

33 Resolution - authorizing an expenditure of funds in support of the Harrison County Motor Vehicles for Hire Authority, pursuant to Interlocal Agreement, and for related purposes.

34 Resolution - authorizing an expenditure for advertising and bringing into favorable notice the opportunities, possibilities and resources of the City of Gulfport (Fire Department), and for related purposes.

35 Resolution - authorizing an expenditure (via in-kind donation) for advertising and bringing into favorable notice the opportunities, possibilities and resources of the City of Gulfport in connection with Forest Heights Outreach Association's Community Gospel Extravaganza, and for related purposes.

36 Resolution - authorizing an expenditure (in the form of an in-kind donation) for advertising and bringing into favorable notice the opportunities, possibilities and resources of the City of Gulfport in connection with Wounded Warrior Project, and for related purposes.

37 Resolution - approving issuance of special check for Invoices 1090352 (1) and 1091159 (2) for the Gulfport Commerce Corridor Project, and for related purposes.

38 Resolution - approving the temporary closure of municipal right of way for Keesler Federal Credit Union's Hewes Building Brick Restoration Project, and for related purposes.

39 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.

40 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

41 Budget Amendment #2 - funding Engineering Services Contract for Gulfport Commerce Corridor Project.

42 Budget Amendment #3 - funding Construction Engineering and Inspection Contract, and Supplemental Agreement 2 for Preliminary Engineering for Landon Road Widening Project.

43 Budget Amendment #4 - appropriating funds for FY 2024 Alcohol Grant.

44 Budget Amendment #5 - appropriating funds for FY 2024 Traffic Grant.

45 Budget Amendment #6 - appropriating funds for FY 2021 Homeland Security Grant.

46 Budget Amendment #7 - appropriating funds for FY 2023 Edward Byrne Memorial Justice Assistance Grant Program (JAG).

47 Budget Amendment #8 - increasing line item 213 Photo & Fingerprint from PropertyRoom.com.

48 Budget Amendment #9 - increasing line item 213 Vehicles from Southern Recycling LLC.

49 Budget Amendment #10 - appropriating funds for FY 2021 Project Safe Neighborhoods (PSN) Grant.

50 Budget Amendment #11 - increasing line item 213 Photo & Fingerprint from PropertyRoom.com.

51 Budget Amendment #12 - increasing line item 277 Vehicles from drug-related restitution.

52 Budget Amendment #13 - increasing line item 277 Capital Outlay from PropertyRoom.com.

53 Budget Amendment #14 - increasing Contractual Services line item - Harbor Lights.

54 Budget Amendment #15 - funding purchase orders written in FY2023 and paid in FY2024.

55 Budget Amendment #16 - establishing projects paid for with FY 2023 General Fund surplus.

56 Docket of Claims - to be approved through November 8, 2023.

Routine Agenda

57 Acknowledgment - of previously approved and subsequently executed Agreements, Contracts, and/or Documents - to be made a part of the minutes.

58 Code Enforcement Notice(s) - to be made a part of the minutes.

59 Privilege License Report - for the month of September, 2023 - to be made a part of the minutes.

60 Privilege License Report - for the month of October, 2023 - to be made a part of the minutes.

61 Legal Notice - advertisement for Reverse Auction of LED Roadway Lighting Fixtures and Poles for Dedeaux Road and Courthouse Road - Public Works.

62 Legal Notice - advertisement for RFQ for Engineering Services for The City Wide Lift Station Rehabilitation.

63 Legal Notice - advertisement for RFQ for Engineering Services for The Debuys Road Pump Station Project.

64 Legal Notice - advertisement for RFQ for Engineering Services of the Hydraulic Model for Gulfport's Water Distribution System.

65 Legal Notice - advertisement for RFQ for Engineering Services for The MS Infrastructure Modernization Act-Paving Infrastructure Project.

66 Legal Notice - advertisement for RFQ for Engineering Services for The North Gulfport Wastewater Treatment Plant - Headworks and Sandfilters Project.

67 Legal Notice - advertisement for RFP for Professional Auditing Services.

68 Legal Notice - advertisement for Term Contract Group C8.

69 Ratification - of receipt of termination of property leases to Waste Pro of Mississippi, Inc. - to be made a part of the minutes.

70 Ratification - Ward/Hariel Cemetery Deeds - to be spread across the minutes.

71 Request - petty cash fund for the 2023 Gulfport Harbor Lights Winter Festival.

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

- **Mr. Earsell Collier, Jr.**
- **Ms. Linda Miller Sharp**

Executive Session

Setting of Next Meeting and Adjournment

TABLE OF CONTENTS

WARD 1

PARCEL	LOCATION	OWNER
0711G-01-003.000	2015 42ND AVE	HL&C-HARRISON LLC
0811E-02-008.000	30TH AVE	BUSSOLATI PAUL & HELVESTON STANLEY

WARD 2

PARCEL	LOCATION	OWNER
0911B-02-023.026	224 17TH ST 7	FRUGOLI GENO
1010O-02-002.001	1936 BEACH DR	PENTEK DESIGN BUILD LLC
1010N-04-008.011	495 NORTHEAST AVE	ROSS CAMMIE

WARD 3

PARCEL	LOCATION	OWNER
0811B-06-015.000	2510 19TH AVE	CUMBERLAND MILFORD E III
0911D-01-091.000	730 26TH ST A	PRISMA BUILDERS LLC
0810F-03-113.000	15190 MADISON ST	MARTIN FANNIE L

WARD 6

PARCEL	LOCATION	OWNER
0808H-03-033.000	208 TANDY DR	DAVIS ANDREA & RASHAD RICHARDSON
0908E-01-001.035	13409 LOCUST HILL DR	SAUSSY CHARLES

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

October 23, 2023

HL&C-HARRISON LLC
2001 US HWY 11 NORTH
PICAYUNE, MS 39466

Reference: Tax Parcel Number: 0711G-01-003.000
2015 42ND 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:

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TRASH & DEBRIS, IPMC 308.1		REMOVE/HAUL OFF TRASH & DEBRIS

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Respectfully yours,

Tyler Wales

Tyler Wales - CODE ENFORCEMENT
cc: Mayor Billy Hewes
Council Member: KENNETH CASEY SR

Case Number: 11026

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

October 23, 2023

HL&C-HARRISON LLC
2015 42ND AVE
GULFPORT, MS 39501

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Council Member: KENNETH CASEY SR

Case Number: 11026

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Gulfport, MS 39502-1780
Phone: 228-868-5718
Gulfport Police Department
2210 15th St.
Gulfport, MS 39501

October 23, 2023

IMANI Z. TOBIAS
2015 42ND AVE
GULFPORT, MS 39501

Reference: Tax Parcel Number: 0711G-01-003.000
2015 42ND AVE

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2210 15th St.
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October 23, 2023

IMANI Z. TOBIAS
2121 41ST AVE
GULFPORT, MS 39501

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2015 42ND AVE

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Gulfport, MS 39502-1780
Phone: 228-868-5718
Gulfport Police Department
2210 15th St.
Gulfport, MS 39501

October 23, 2023

JOSHUA W. CLOSSON
P.O. BOX 1
PICAYUNE, MS 39466

Reference: Tax Parcel Number: 0711G-01-003.000
2015 42ND AVE

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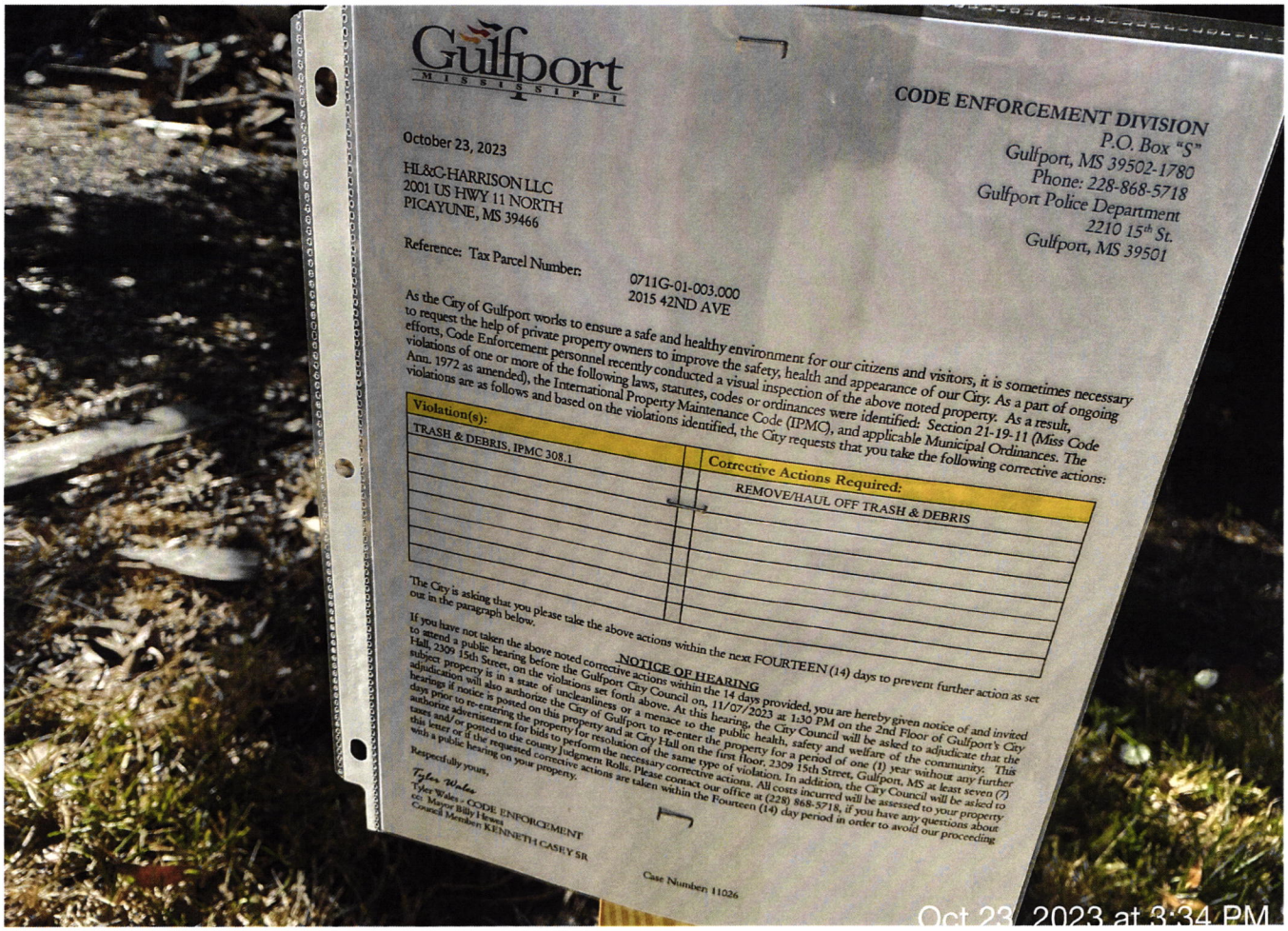

Gulfport
MISSISSIPPI

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Tyler Wales - CODE ENFORCEMENT
cc: Mayor Billy Hewes
Council Member KENNETH CASEY SR

Case Number 11026

Oct 23, 2023 at 3:34 PM

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

October 5, 2023

BUSSOLATI PAUL & HELVESTON STANLEY
30TH AVE
GULFPORT, MS 39501

Reference: Tax Parcel Number: 0811E-02-008.000
30TH AVE

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cc: Mayor Billy Hewes
Council Member: KENNETH CASEY SR

Case Number: 12405

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

October 5, 2023

BUSSOLATI PAUL & HELVESTON STANLEY
1804 30TH AVE
GULFPORT, MS 39501

Reference: Tax Parcel Number: 0811E-02-008.000
30TH 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

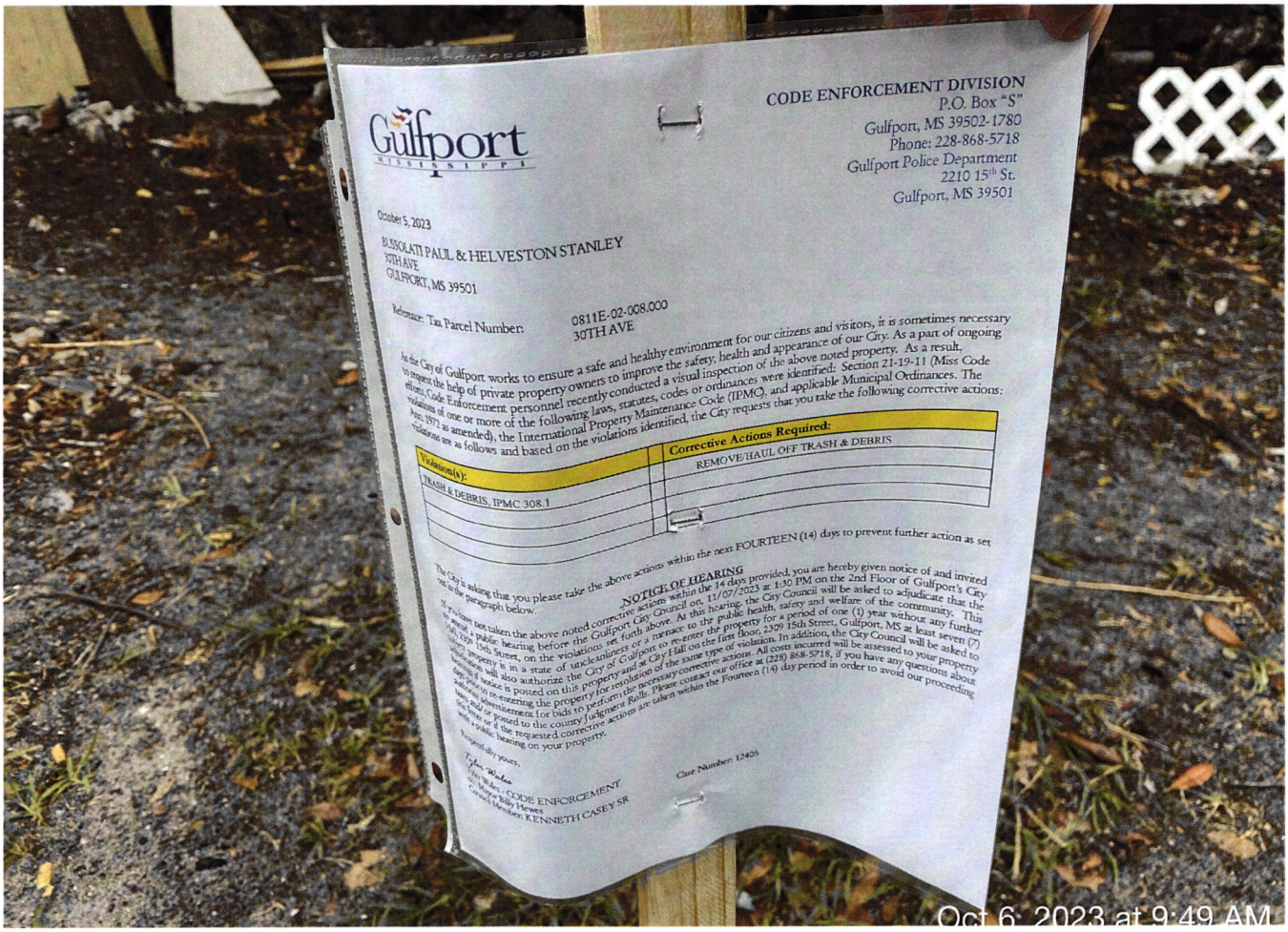
If you have not taken the above noted corrective actions within the 14 days provided, you are hereby given notice of and invited to attend a public hearing before the Gulfport City Council on, 11/07/2023 at 1:30 PM on the 2nd Floor of Gulfport's City Hall, 2309 15th Street, on the violations set forth 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: KENNETH CASEY SR

Case Number: 12405


Gulfport
MISSISSIPPI
CODE ENFORCEMENT DIVISION
P.O. Box "S"
Gulfport, MS 39502-1780
Phone: 228-868-5718
Gulfport Police Department
2210 15th St.
Gulfport, MS 39501
October 5, 2023
BUSSOLATI PAUL & HELVESTON STANLEY
30TH AVE
GULFPORT, MS 39501
Reference: Tax Parcel Number: 0811E-02-008.000
30TH 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):
TRASH & DEBRIS, IPMC 308.1
Corrective Actions Required:
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
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Respectfully yours,
Tyler Wales
Tyler Wales - CODE ENFORCEMENT
Mayor Billy Hewes
Council Member: KENNETH CASEY SR
Case Number: 12405
Oct 6, 2023 at 9:49 AM

Oct 6, 2023 at 9:49 AM

18th St
SPEED
LIMIT
35
STOP
Oct 5, 2023 at 10:56 AM

Oct 5, 2023 at 10:57 AM

Oct 5, 2023 at 10:57 AM

Oct 5, 2023 at 10:57 AM

Oct 5, 2023 at 10:59 AM

Oct 6, 2023 at 9:49 AM

Oct 6, 2023 at 9:49 AM

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

October 19, 2023

FRUGOLI GENO
841 MILLWOOD CIR
APT 106
LIBERAL, KS 67901

Reference: Tax Parcel Number: 0911B-02-023.026
224 17TH ST 7

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

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Respectfully yours,

Candace Gemmill

Candace Gemmill - CODE ENFORCEMENT
cc: Mayor Billy Hewes
Council Member: RON ROLAND Case Number: 12201

Gulfport
MISSISSIPPI

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

October 18, 2023

FRUGOLI GENO
841 MILLWOOD CIR
APT 106
LIBERAL, KS 67901

Reference: Tax Parcel Number: 0911B-02-023.026
224 17TH ST 7

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:

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Respectfully yours,

Candace Gemmill
Candace Gemmill - CODE ENFORCEMENT

cc: Mayor Billy Hewes
Council Member RON ROLAND

Case Number: 12201

Oct 18, 2023 at 2:31 PM

Oct 18, 2023 at 2:30 PM

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

October 19, 2023

PENTEK DESIGN BUILD LLC
1139 ORETHA CASTLE HALEY
NEW ORLEANS, LA 70113

Reference: Tax Parcel Number: 1010O-02-002.001
1936 BEACH 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:

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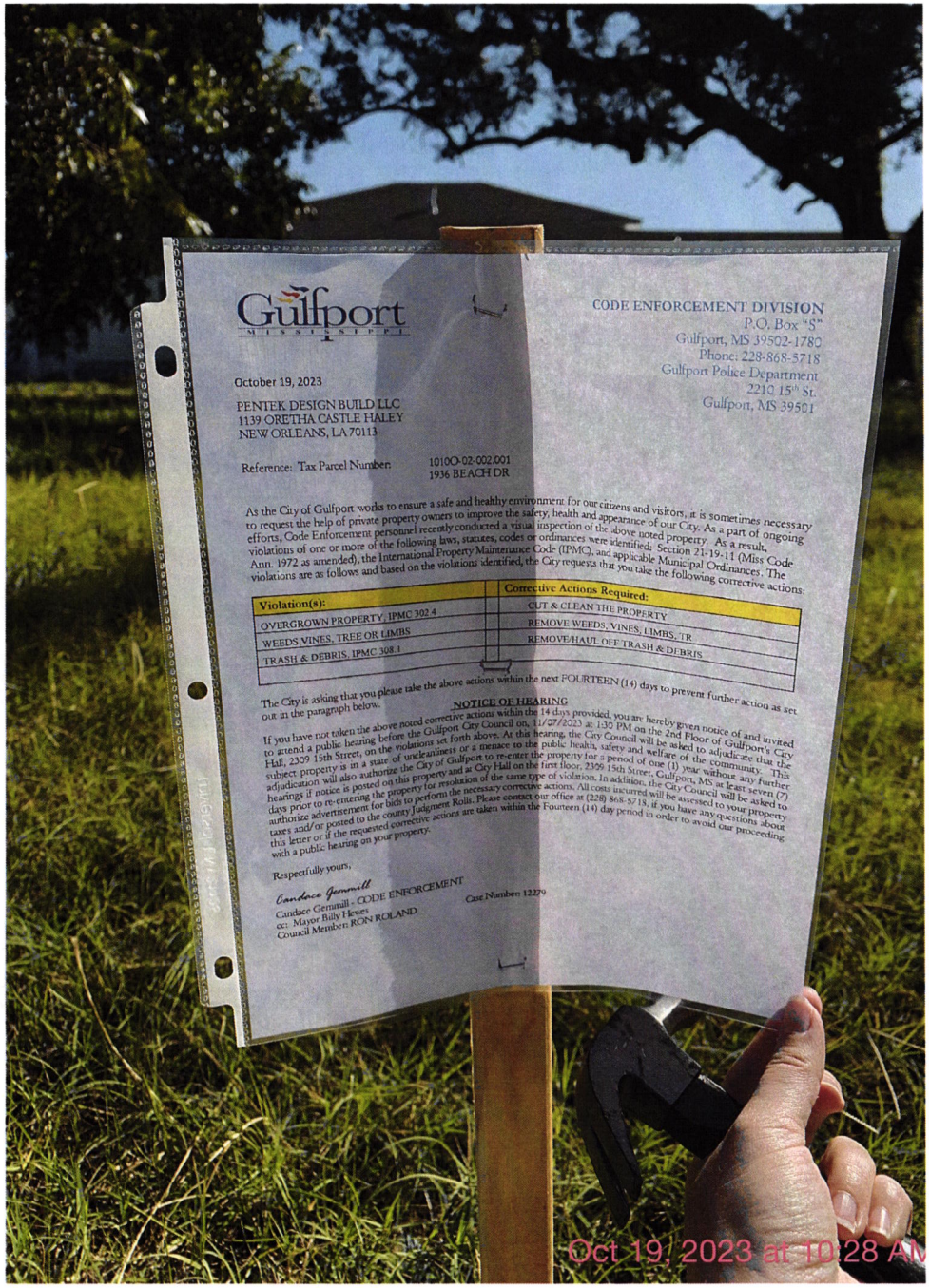
Respectfully yours,

Candace Gemmill

Candace Gemmill - CODE ENFORCEMENT
cc: Mayor Billy Hewes
Council Member: RON ROLAND Case Number: 12279



Gulfport
MISSISSIPPI

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

October 19, 2023

PENTEK DESIGN BUILD LLC
1139 ORETHA CASTLE HALEY
NEW ORLEANS, LA 70113

Reference: Tax Parcel Number: 1010O-02-002.001
1936 BEACH DR

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Respectfully yours,

Candace Gemmill - CODE ENFORCEMENT
cc: Mayor Billy Hewes
Council Member RON ROLAND

Case Number: 12279

Oct 19, 2023 at 10:28 AM

Oct 19, 2023 at 10:28 AM

Oct 19, 2023 at 10:28 AM

Oct 19, 2023 at 10:26 AM

SPEED LIMIT
25
Oct 19, 2023 at 10:26 AM

Oct 19, 2023 at 10:25 AM

Oct 19, 2023 at 10:26 AM

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

October 19, 2023

ROSS CAMMIE
2100 FOREST AVE
PANAMA CITY, FL 32405

Reference: Tax Parcel Number: 1010N-04-008.011
495 NORTHEAST 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:

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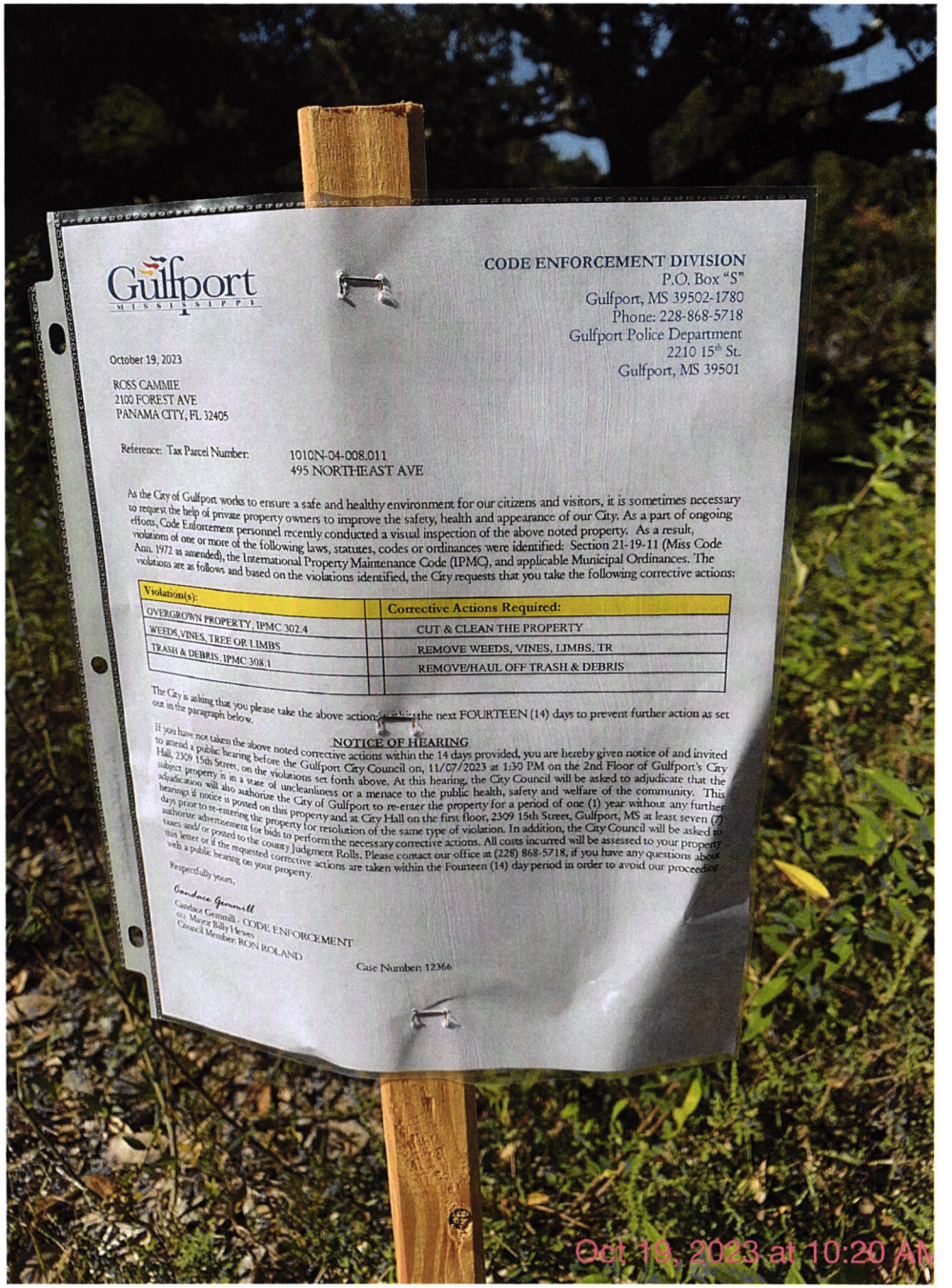
Respectfully yours,

Candace Gemmill

Candace Gemmill - CODE ENFORCEMENT
cc: Mayor Billy Hewes
Council Member: RON ROLAND Case Number: 12366

Oct 19, 2023 at 10:20 AM


Gulfport
MISSISSIPPI
CODE ENFORCEMENT DIVISION
P.O. Box "S"
Gulfport, MS 39502-1780
Phone: 228-868-5718
Gulfport Police Department
2210 15th St.
Gulfport, MS 39501
October 19, 2023
ROSS CAMMIE
2100 FOREST AVE
PANAMA CITY, FL 32405
Reference: Tax Parcel Number: 1010N-04-008.011
495 NORTHEAST AVE
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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
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Respectfully yours,
Candace Grimmill
Candace Grimmill - CODE ENFORCEMENT
cc: Mayor Billy Hewes
Council Member RON ROLAND
Case Number: 12366
Oct 19, 2023 at 10:20 AM

Oct 19, 2023 at 10:18 AM

Oct 19, 2023 at 10:18 AM

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

October 23, 2023

CUMBERLAND MILFORD E III
2510 19TH AVE
GULFPORT, MS 39501

Reference: Tax Parcel Number: 0811B-06-015.000
2510 19TH 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
EXT MAINTENANCE, IPMC 304.1		MAKE NECESSARY REPAIRS
UNSANITARY CONDITION, IPMC 302		CORRECT UNSANITARY CONDITION

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.

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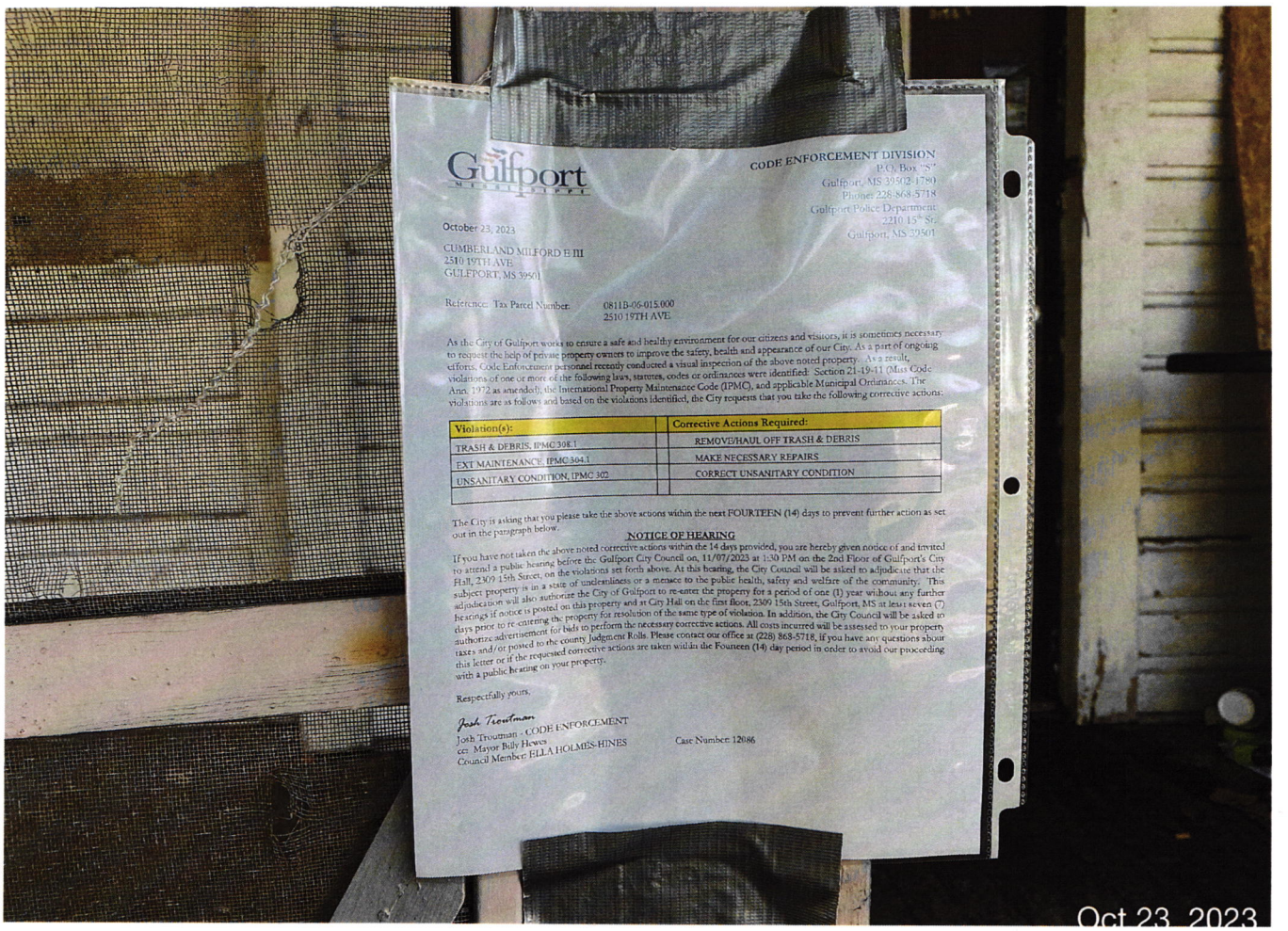
Respectfully yours,

Josh Troutman

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

Case Number: 12086

2510
Oct 23, 2023


Gulfport
MISSISSIPPI
CODE ENFORCEMENT DIVISION
P.O. Box "S"
Gulfport, MS 39502-1780
Phone: 228-868-5718
Gulfport Police Department:
2210 15th St.
Gulfport, MS 39501
October 23, 2023
CUMBERLAND MILFORD E III
2510 19TH AVE
GULFPORT, MS 39501
Reference: Tax Parcel Number: 0811B-06-015.000
2510 19TH AVE
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Corrective Actions Required:
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UNSANITARY CONDITION, IPMC 302
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Respectfully yours,
Josh Troutman
Josh Troutman - CODE ENFORCEMENT
cc: Mayor Billy Hewes
Council Member: ELLA HOLMES-HINES
Case Number: 12086
Oct 23, 2023

Oct 23, 2023

Oct 23, 2023

Oct 23, 2023

NO PARKING
Oct 23, 2023

Oct 23, 2023

Oct 23, 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

October 19, 2023

PRISMA BUILDERS LLC
11058 CHANNELSIDE DR
GULFPORT, MS 39503

Reference: Tax Parcel Number: 0911D-01-091.000
730 26TH ST A

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
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TRASH & DEBRIS, IPMC 308.1		REMOVE/HAUL OFF TRASH & DEBRIS

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Respectfully yours,

Josh Troutman

Josh Troutman - CODE ENFORCEMENT
cc: Mayor Billy Hewes
Council Member: ELLA HOLMES-HINES Case Number: 12276

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

October 19, 2023

PRISMA BUILDERS LLC
730 26TH ST
GULFPORT, MS 39501

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Respectfully yours,

Josh Troutman

Josh Troutman - CODE ENFORCEMENT
cc: Mayor Billy Hewes
Council Member: ELLA HOLMES-HINES Case Number: 12276

MISSISSIPPI

Phone: 228-868-5718
Gulfport Police Department
2210 15th St.
Gulfport, MS 39501

October 19, 2023

PRISMA BUILDERS LLC
11058 CHANNELSIDE DR
GULFPORT, MS 39503

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730 26TH ST A

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Respectfully yours,

Josh Troutman
Josh Troutman - CODE ENFORCEMENT
cc: Mayor Billy H[illegible] HOLMES-HINES
[illegible]uncil Me[illegible]

Case Number: 12276

Oct 19, 2023

Oct 19, 2023

Oct 19, 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

October 18, 2023

MARTIN FANNIE L
P O BOX 984
PERRIS, CA 92572

Reference: Tax Parcel Number: 0810F-03-113.000
15190 MADISON 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:
UNSAFE STRUCTURE, MS 21-19-11		BRING BLDG UP TO CODE OR DEMO

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Respectfully yours,

Josh Troutman

Josh Troutman - CODE ENFORCEMENT
cc: Mayor Billy Hewes
Council Member: ELLA HOLMES-HINES Case Number: 12793

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

October 18, 2023

MARTIN FANNIE L
15190 MADISON ST.
GULFPORT, MS 39501

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Josh Troutman - CODE ENFORCEMENT
cc: Mayor Billy Hewes
Council Member: ELLA HOLMES-HINES Case Number: 12793

Oct 18, 2023

Gulfport
MISSISSIPPI
ODE ENFORCEMENT DIVISION
P.O. Box "S"
Gulfport, MS 39502-1780
Phone: 228-868-5718
Gulfport Police Department
2210 15th St.
Gulfport, MS 39501
October 18, 2023
MARTIN FANNIE L
P O BOX 984
PERRIS, CA 92572
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Respectfully yours,
Josh Troutman
Josh Troutman - CODE ENFORCEMENT
cc: Mayor Billy Hewes
Council Member: ELLA HOLMES-HINES
Case Number: 12793
Oct 18, 2023

Oct 18, 2023

Oct 18, 2023

Oct 18, 2023

Oct 18, 2023

Oct 18, 2023

Oct 18, 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

October 6, 2023

DAVIS ANDREA & RASHAD RICHARDSON
208 TANDY DR
GULFPORT, MS 39503

Reference: Tax Parcel Number: 0808H-03-033.000
208 TANDY 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:

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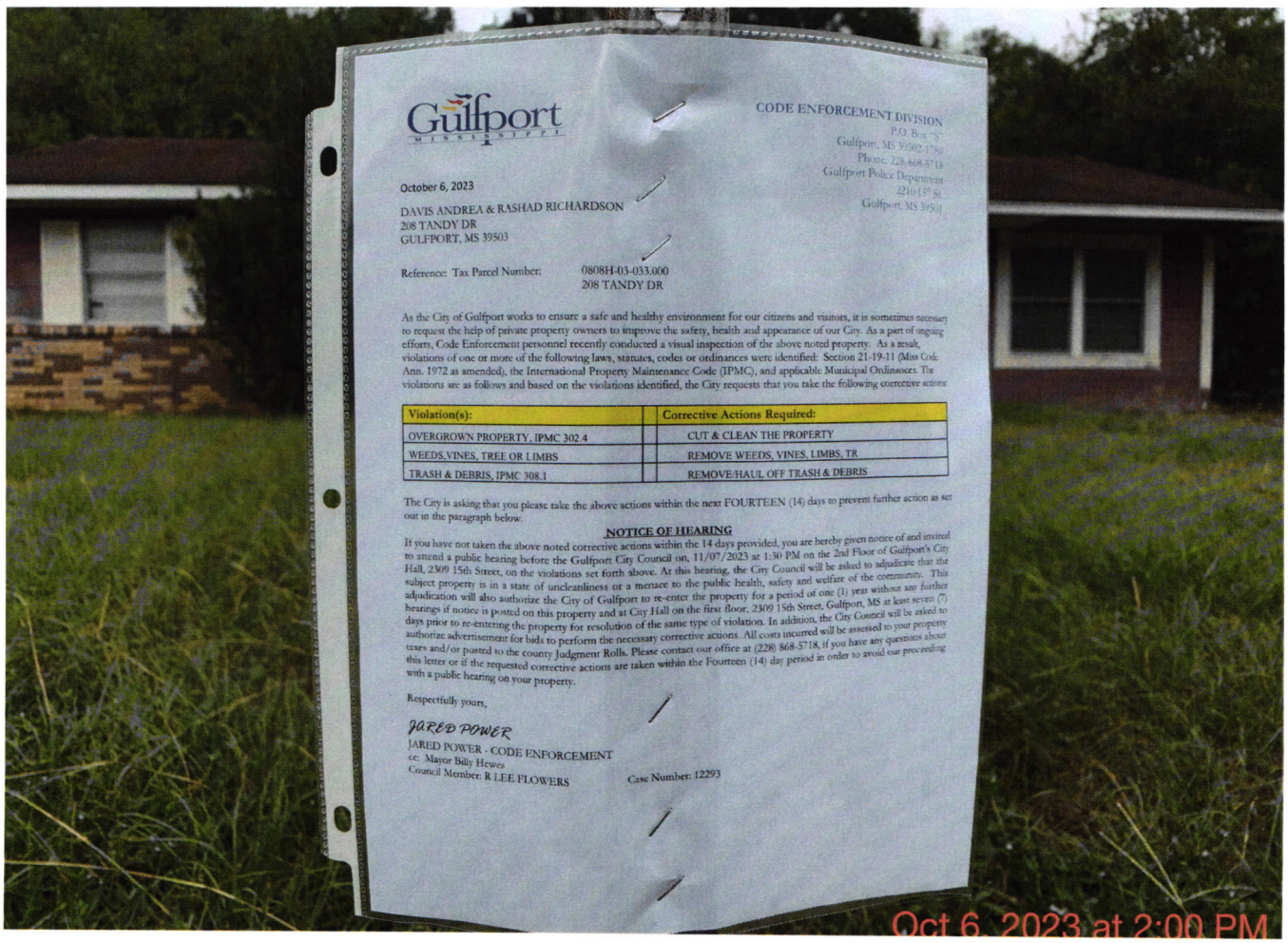
Respectfully yours,

JARED POWER

JARED POWER - CODE ENFORCEMENT
cc: Mayor Billy Hewes
Council Member: R LEE FLOWERS Case Number: 12293

Oct 6, 2023 at 10:19 AM

Oct 6, 2023 at 2:00 PM


Gulfport
MISSISSIPPI
CODE ENFORCEMENT DIVISION
P.O Box "S"
Gulfport, MS 39502-1780
Phone: 228-868-5718
Gulfport Police Department
2210 15th St
Gulfport, MS 39501
October 6, 2023
DAVIS ANDREA & RASHAD RICHARDSON
208 TANDY DR
GULFPORT, MS 39503
Reference: Tax Parcel Number: 0808H-03-033.000
208 TANDY DR
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Respectfully yours,
JARED POWER
JARED POWER - CODE ENFORCEMENT
cc: Mayor Billy Hewes
Council Member: R LEE FLOWERS
Case Number: 12293
Oct 6, 2023 at 2:00 PM

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

October 23, 2023

SAUSSY CHARLES
1025 MADSEN AVE
WIGGINS, MS 39577

Reference: Tax Parcel Number: 0908E-01-001.035
13409 LOCUST HILL 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:

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Respectfully yours,

Jeremy Perry

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

Case Number: 12775

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

October 23, 2023

SAUSSY CHARLES
13409 LOCUST HILL DR
GULFPORT, MS 39503

Reference: Tax Parcel Number: 0908E-01-001.035
13409 LOCUST HILL DR

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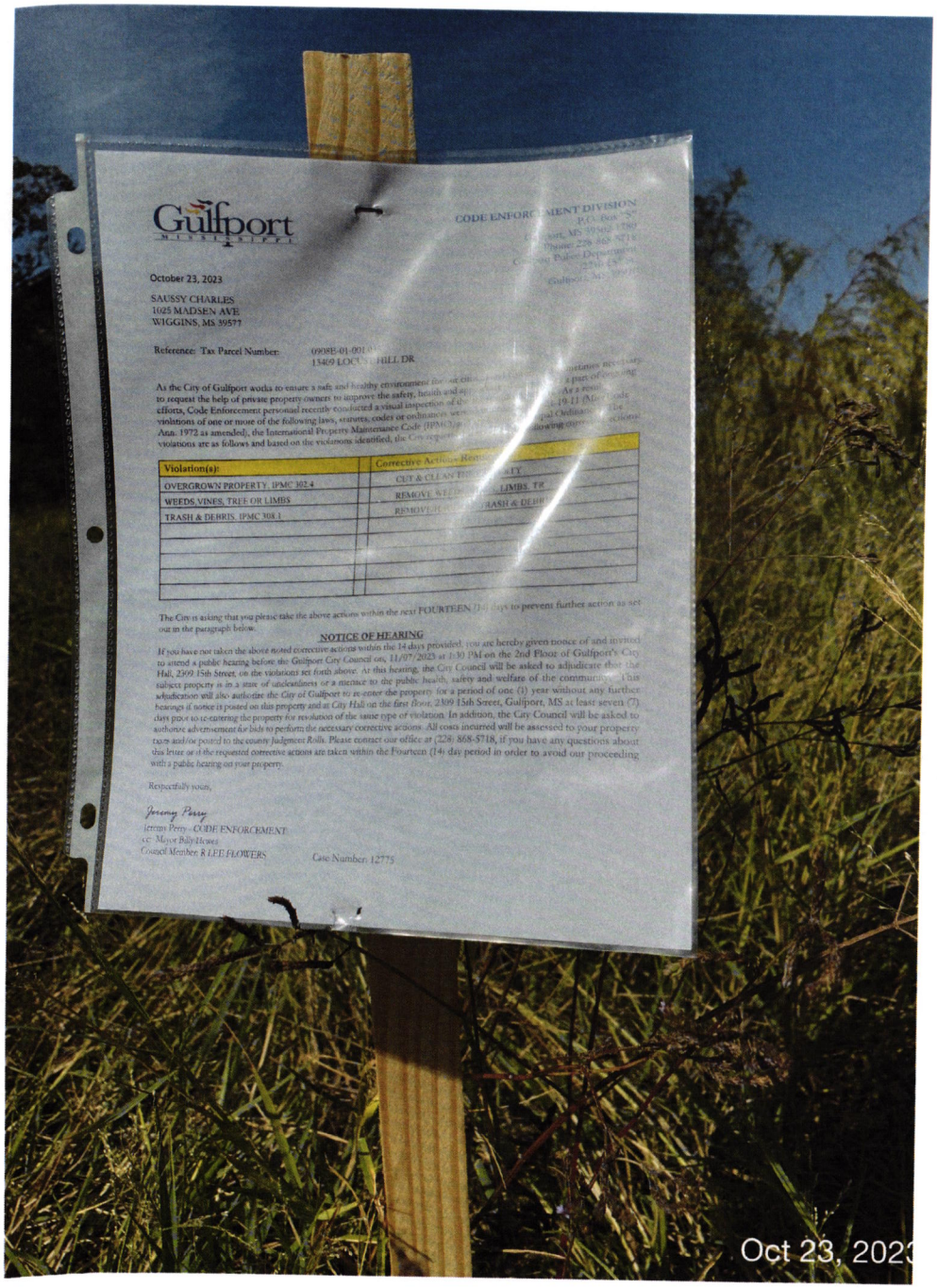
Jeremy Perry

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

Case Number: 12775


Gulfport
MISSISSIPPI
CODE ENFORCEMENT DIVISION
October 23, 2023
SAUSSY CHARLES
1025 MADSEN AVE
WIGGINS, MS 39577
Reference: Tax Parcel Number:
15469 LOCUST HILL DR
Violation(s):
Corrective Action Required:
OVERGROWN PROPERTY, IPMC 302.4
WEEDS, VINES, TREE OR LIMBS
TRASH & DEBRIS, IPMC 308.1
NOTICE OF HEARING
Jeremy Perry
Jeremy Perry - CODE ENFORCEMENT
cc: Mayor Billy Hewes
Council Member R LEE FLOWERS
Case Number: 12775
Oct 23, 2023

Oct 23, 2023

MEMORANDUM – CITY OF GULFPORT

Date: **OCTOBER 24, 2023**

To: **Mayor Billy Hewes**
City Council Members

From: **Police Department**
Code Enforcement Division

Subject: **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**

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 7TH Day Of November, 2023, To The City Council:**

WARD 1

Parcel 1: 0711G-01-003.000. Lot 5 & 6 Blk 1 Jonestown Mccaughan Subd. 2015 42nd Ave. Remove/Haul Off Trash & Debris. HL&C-Harrison LLC

Parcel 2: 0811E-02-008.000. Lot 13 Blk. 122 Original Gulfport. 30th Ave. Remove/Haul Off Trash & Debris. Bussolati Paul & Helveston Stanley

WARD 2

Parcel 3: 0911B-02-023.026. E 1/2 Of Lot 18 Blk 2 Gulf View Add. 224 17th St 7. Cut & Clean The Property, Remove Weeds, Vines, Limbs, Tr, Remove/Haul Off Trash & Debris. Frugoli Geno

Parcel 4: 1010O-02-002.001. Beg At Inter Of N Mar Of Hwy 90 & E Mar Of Southern Cir N 75 Dg E 96.7 Ft Along Hwy N 173.5 Ft W 95.6ft To E Mar Of Southern Circle S 196.5 Ft Along Rd To Pob Part Of Lot 69 La Frederick Survey In Part Of Lot 41 Country Club Estates Of Sec 32-7-10. 1936 Beach Dr. Cut & Clean The Property, Remove Weeds, Vines, Limbs, Tr, Remove/Haul Off Trash & Debris. Pentek Design Build LLC

Parcel 5: 1010N-04-008.011. Lot 12 Blk 5 Cowan Road Homes Subd. Sec. 31-7-10. 495 Northeast Ave. Cut & Clean The Property, Remove Weeds, Vines, Limbs, Tr, Remove/Haul Off Trash & Debris. Ross Cammie

WARD 3

Parcel 6: 0811B-06-015.000. N 1/2 Of Lot 20 & All Lot 21 Blk 20 Arlington Heights Add. 2510 19th Ave. Remove/Haul Off Trash & Debris, Make Necessary Repairs, Correct Unsanitary Condition. Cumberland Milford E III

Parcel 7: 0911D-01-091.000. Lots 27 To 30 Blk 16 Grasslawn. 730 26th St A. Cut & Clean The Property, Remove Weeds, Vines, Limbs, Tr, Remove/Haul Off Trash & Debris. Prisma Builders LLC

Parcel 8: 0810F-03-113.000. Life Estate-1205/44- E 68 Ft Of Lots 4 & 5 Also E 68 Ft Of Lot 3 Blk 313 North Gulfport Subd Lying N Of Madison St Part Of Nw1/4 Of Se1/4 Of Sec 28-7-11. 15190 Madison St. Bring Bldg Up To Code Or Demo. Martin Fannie L

WARD 6

Parcel 9: 0808H-03-033.000. Lot 274 Olivet Subdivision 1st Add. 208 Tandy Dr. Cut & Clean The Property, Remove Weeds, Vines, Limbs, Tr, Remove/Haul Off Trash & Debris. Davis Andrea & Rashad Richardson

Parcel 10: 0908E-01-001.035. Lot 208 Windsong Subd Ph 5 Replat Of Lots 206 To 210 Sec 2-7-11. 13409 Locust Hill Dr. Cut & Clean The Property, Remove Weeds, Vines, Limbs, Tr, Remove/Haul Off Trash & Debris. Saussy Charles

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 **7TH** day of **November, 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 uncleanliness 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 uncleanliness as to be a menace to the public health, safety and welfare of the community are as follows:

Parcel 1: 0711G-01-003.000. Lot 5 & 6 Blk 1 Jonestown Mccaughan Subd. 2015 42nd Ave. Remove/Haul Off Trash & Debris. HL&C-Harrison LLC

Parcel 2: 0811E-02-008.000. Lot 13 Blk. 122 Original Gulfport. 30th Ave. Remove/Haul Off Trash & Debris. Bussolati Paul & Helveston Stanley

Parcel 3: 0911B-02-023.026. E 1/2 Of Lot 18 Blk 2 Gulf View Add. 224 17th St 7. Cut & Clean The Property, Remove Weeds, Vines, Limbs, Tr, Remove/Haul Off Trash & Debris. Frugoli Geno

Parcel 4: 1010O-02-002.001. Beg At Inter Of N Mar Of Hwy 90 & E Mar Of Southern Cir N 75 Dg E 96.7 Ft Along Hwy N 173.5 Ft W 95.6ft To E Mar Of Southern Circle S 196.5 Ft Along Rd To Pob Part Of Lot 69 La Frederick Survey In Part Of Lot 41 Country Club Estates Of Sec 32-7-10. 1936 Beach Dr. Cut & Clean The Property, Remove Weeds, Vines, Limbs, Tr, Remove/Haul Off Trash & Debris. Pentek Design Build LLC

Parcel 5: 1010N-04-008.011. Lot 12 Blk 5 Cowan Road Homes Subd. Sec. 31-7-10. 495 Northeast Ave. Cut & Clean The Property, Remove Weeds, Vines, Limbs, Tr, Remove/Haul Off Trash & Debris. Ross Cammie

Parcel 6: 0811B-06-015.000. N 1/2 Of Lot 20 & All Lot 21 Blk 20 Arlington Heights Add. 2510 19th Ave. Remove/Haul Off Trash & Debris, Make Necessary Repairs, Correct Unsanitary Condition. Cumberland Milford E III

Parcel 7: 0911D-01-091.000. Lots 27 To 30 Blk 16 Grasslawn. 730 26th St A. Cut & Clean The Property, Remove Weeds, Vines, Limbs, Tr, Remove/Haul Off Trash & Debris. Prisma Builders LLC

Parcel 8: 0810F-03-113.000. Life Estate-1205/44- E 68 Ft Of Lots 4 & 5 Also E 68 Ft Of Lot 3 Blk 313 North Gulfport Subd Lying N Of Madison St Part Of Nw1/4 Of Se1/4 Of Sec 28-7-11. 15190 Madison St. Bring Bldg Up To Code Or Demo. Martin Fannie L

Parcel 9: 0808H-03-033.000. Lot 274 Olivet Subdivision 1st Add. 208 Tandy Dr. Cut & Clean The Property, Remove Weeds, Vines, Limbs, Tr, Remove/Haul Off Trash & Debris. Davis Andrea & Rashad Richardson

Parcel 10: 0908E-01-001.035. Lot 208 Windsong Subd Ph 5 Replat Of Lots 206 To 210 Sec 2-7-11. 13409 Locust Hill Dr. Cut & Clean The Property, Remove Weeds, Vines, Limbs, Tr, Remove/Haul Off Trash & Debris. Saussy Charles

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

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 SECTION 2-80 OF THE CODE OF ORDINANCES OF THE CITY OF GULFPORT, MISSISSIPPI, AND FOR RELATED PURPOSES

WHEREAS, the Gulfport City Council has enacted various ordinances over time regulating the use and operation of the Gulfport Municipal Marina (hereinafter, Marina) (Bert Jones Yacht Basin, Gulfport Small Craft Harbor) in the City of Gulfport and the rates to be charged by the City of Gulfport for various services (environmental and electrical fees) or amenities (live aboard fees) at the Marina, which ordinances have been codified as Chapter 2, Article III of the Code of Ordinances of the City of Gulfport, Mississippi; and

WHEREAS, Section 2-80 found within Chapter 2, Article III, regulates fees charged for electricity and other services at the Marina, as well as the fees charged to those who elect to live aboard their vessel full time; and certain subparagraphs of Section 2-80 are in need of amendment to reflect increases in costs to the City for the services covered by those fees.

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 Chapter 2, Article III, Section 2-80(1)(b), of the Code of Ordinances of the City of Gulfport, Mississippi, should be amended to read as follows:

b. A flat rate electricity charge will be charged to each rented slip, based on the length of the vessel, as follows:

1. Vessels twenty-five (25) feet and under .....$15.00 per month.

2. Vessels twenty-six (26) to forty (40) feet .....$35.00 per month.

3. Vessels forty-one (41) feet to sixty (60) feet .....$45.00 per month.

4. Vessels sixty-one (61) feet to sixty-four (64) feet .....$85.00 per month.

5. Vessels sixty-five (65) feet and over .....$100.00 per month

6. 100A service, single phase .....$10.00 per day, per drop

7. 100A service, three phase .....$20.00 per day, per drop

The electricity fee shall be paid monthly, semi-annually, or annually in advance in conjunction with the slip rent.

SECTION 3. That Chapter 2, Article III, Section 2-80(1)(c) of the Code of Ordinances of the City of Gulfport, Mississippi, should be amended to read as follows:

c. For the purpose of providing potable water, pump-out service, dock lighting, garbage disposal, dock carts, dock boxes, and systems maintenance, an environmental fee shall be charged as follows:

1. Vessels twenty-five (25) feet and under .....$15.00 per month.

2. Vessels twenty-six (26) to forty (40) feet .....$30.00 per month.

3. Vessels forty-one (41) feet to sixty (60) feet .....$40.00 per month.

4. Vessels sixty-one (61) feet to sixty-four (64) feet .....$50.00 per month.

5. Vessels sixty-five (65) feet and over .....$60.00 per month

. The environmental fee shall be paid monthly, semi-annually, or annually in advance in conjunction with the slip rent..

SECTION 4. That Chapter 2, Article III, Section 2-80(1)(g) of the Code of Ordinances of the City of Gulfport, Mississippi, should be amended to read as follows:

g. A permanent marina tenant may live aboard his vessel provided that the monthly live aboard charge provided for in this paragraph (which is in addition to the slip rent) and the first two (2) months of the slip rent, the environmental fee and electricity charge are paid in advance. The payments required under this paragraph are non-refundable. Live aboard charges are as follows:

1. Vessels forty (40) feet and under .....$200.00 per month.

2. Vessels forty one feet (41) to fifty (50) feet .....$250.00 per month.

3. Vessels fifty one (51) feet to sixty (60) feet .....$300.00 per month.

4. Vessels sixty-one (61) feet and up .....$400.00 per month.

SECTION 5. All provisions of Chapter 2 of the Code of Ordinances of the City of Gulfport, Mississippi, not in conflict herewith shall remain in full force and effect as heretofore provided.

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 amends the City's Code of Ordinances to increase environmental and electrical fees charged to marina tenants and changes the structure of live aboard fees to provide for increased rates for larger vessels. 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 7: 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 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 _____, 2023, the following Ordinance:

ORDINANCE NO._____

AN ORDINANCE TO AMEND SECTION 4-174 OF THE CITY OF GULFPORT, MISSISSIPPI'S CODE OF ORDINANCES, AND FOR RELATED PURPOSES

WHEREAS, it is necessary to revise Section 4-174 of the City of Gulfport, Mississippi's Code of Ordinances to clarify what is excluded from curbside services contracted for the collection and disposal of solid waste from residents and light commercial businesses within the City of Gulfport; and

WHEREAS, the proposed amendments to Section 4-174 herein are sought to not only provide clarity as to what items will be excluded from curbside collection by the City of Gulfport's designated solid waste contractors, but also to set out the responsibilities of those owners, agents, occupants, and lessees of property that generate, house, store, or display solid waste that is excluded from the provision of such service or otherwise and which persons or entities are independently responsible for transport to and disposal of such waste at an appropriate landfill or disposal facility.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY 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 Section 4-174 in Chapter 4, Article VI of the Code of Ordinances of the City of Gulfport, Mississippi, shall be, and hereby is, amended to now read as follows, with additions noted in bold and underlined and deletions stricken through and in bold and underlined:

Section 4-174. – Items excluded from curbside solid waste collection and disposal.

~~**Large or excessive loads of trash, refuse, and garbage.**~~

~~**Special pickups of excessive loads of trash, refuse, and garbage may be scheduled through the department of public works.**~~ It shall be the duty of the owner, agent, occupant or lessee to transport or have transported to the designated city sanitary landfills and trash dumps**, any of the following items and such items shall be excluded from curbside solid waste collection and disposal services provided by the city:** ~~**large or excessively heavy items such as, but not limited to, refrigerators, freezers,**~~ **any domestic and/or commercial large appliance which contains chlorofluorocarbon (CFC) or hydrochlorofluorocarbon (HCFC) refrigerant gas, PCB containing capacitors, mercury switches, or other hazardous components refrigerators, such as** refrigerators~~,~~ **and** freezers, **(such appliances that have tags certifying that CFC have been removed therefrom by a certified technician in conformance with governing regulations or laws are not excluded)**, ~~**television sets,**~~ motors, motor vehicles, **boats, vessels,** ~~**furniture,**~~ and ~~**other**~~ items of personal property not normally classified as trash, refuse and garbage **or which are large or excessively heavy, as well as hazardous waste, construction debris not generated by a property owner. and trash waste generated by any third-party contractor, including, but not limited to, any tree services contractor, utility service company, rental unit clean up service, or property management service or equivalent thereof.** ~~**Special pickups of excessive loads of trash, refuse and garbage shall be arranged by contacting the department of public works.**~~

SECTION 3. That if any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional, such decision shall not affect the validity of the remaining portions of this ordinance. The City Council hereby declares that it would have passed this ordinance, and each section, subsection, clause or phrase thereof, irrespective of the fact that any one or more sections, subsection, sentences, clauses and phrases be declared unconstitutional.

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 Section 4-174 in the City of Gulfport's Code of Ordinances to set out what is excluded from curbside solid waste collection and disposal services provided by the City. 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 5: To provide for the immediate and temporary preservation of the public peace, health and safety associated with the collection and disposal of solid waste, this Ordinance shall be in full force and become effective immediately 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.

The above and foregoing Ordinance, after having been first reduced to writing and read by the Clerk, was introduced by Councilmember_____, seconded by Councilmember _____, and was adopted by the following roll call vote:

AYES	NAYS	ABSENT

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

(SEAL)

ATTEST: ADOPTED:

_____ _____
CLERK OF THE COUNCIL COUNCIL PRESIDENT

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

APPROVED:

_____
MAYOR

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: September 13, 2023

RE: Proposed Trash Rates for Ratepayers for the Next 10 Years

At the request of the city councilmembers, attached is the proposed trash rates for ratepayers with Contract Year 1 being set at $36.00 per month and escalating at 2.5% for each subsequent contract year.

Please reach out if you have any questions. Thank you in advance for your consideration.

City of Gulfport, MS
Trash Rate for Ratepayers
Exhibit A

Contract Year	Effective		Rate per Month Residential Rate	Commercial Rate
1	November 9 / December 9, 2023	*	36.00	36.00
2	October 1, 2024		36.90	36.90
3	October 1, 2025		37.82	37.82
4	October 1, 2026		38.77	38.77
5	October 1, 2027		39.74	39.74
6	October 1, 2028		40.73	40.73
7	October 1, 2029		41.75	41.75
8	October 1, 2030		42.79	42.79
9	October 1, 2031		43.86	43.86
10	October 1, 2032		44.96	44.96

* - In the event this ordinance passes unanimously, the effective date for this rate increase will be November 9, 2023. In the event this ordinance does not pass unanimously, the effective date for this rate increase will be December 9, 2023.

CITY OF GULFPORT, MISSISSIPPI
NOTICE OF INTENT TO INCREASE GARBAGE/TRASH WASTE, RECYCLING AND ASSOCIATED FEES

Please be advised the City of Gulfport, Mississippi, is proposing the following increases in fees related to the collection and disposal of garbage/trash waste and related services involving residential and light commercial solid waste and recycling. The purpose of this increase is to pay for a budgeted increase of 112.9% in increased contractual services and other operating costs associated with providing these services.

The proposed new rate for residential and commercial customers, which would be effective no sooner than November 1, 2023, is $36.00 per customer per month, which represents a percentage increase over the current rates of 111.50% for residential customers and 71.30% for commercial customers. Also proposed is a 2.5% annual increase in rates each year (effective October 1 of each year) for the nine years thereafter (through September 30, 2033). The proposed percentage increase in total revenues for garbage/ trash waste, and recycling collection and disposal services is 120.4% for fiscal year ending September 30, 2024, when compared with the total revenues for fiscal year ending September 30, 2023, with an additional 2.5% increase each fiscal year thereafter through September 30, 2033.

Respectfully submitted,
/s/ Rashida Bell
City Clerk

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 November, 2023, the following Ordinance:

ORDINANCE NO. _____

AN ORDINANCE TO SET FEES FOR COLLECTION AND DISPOSAL OF SOLID WASTE AND RECYCLABLE MATERIALS AND TO AMEND SECTION 4-175 OF THE CITY OF GULFPORT, MISSISSIPPI'S CODE OF ORDINANCES, AND FOR RELATED PURPOSES

WHEREAS, the Governing Authority for the City of Gulfport, Mississippi previously entered into a six (6) year contract in 2016 for collection and disposal of solid waste for residents and light commercial businesses within the City, with said contract expiring on September 30, 2023; and

WHEREAS, subsequent to expiration of such contract, and in anticipation of expiration of the same, the City's Governing Authority authorized the issuance of requests for proposals associated with such services; and

WHEREAS, only two (2) proposals were subsequently received by the City for collection and disposal of "household garbage" (solid waste) and collection and disposal of recyclable materials, both of which were at a cost higher than that which was included in the 2016 contract; and

WHEREAS, only one (1) proposal was subsequently received by the City for collection and disposal of all solid waste outside of "household garbage" (e.g., "trash waste"); and

WHEREAS, in view of the increase of the costs for these contracted services, it is necessary for the City to amend the rates that were previously adopted by the Governing Authority based on the costs for such services included in the 2016 contract, and as subsequently amended, and since these rates are included in Section 4-175 in the City's Code of Ordinances, it

is therefore needed and necessary to amend Section 4-175 to reflect the needed changes in rates associated with the new contracts for collection and disposal of "household garbage" (solid waste) and recyclable materials (the contract was recently awarded to Waste Pro of Mississippi, Inc.) and for collection and disposal of "trash waste" (this contract was similarly recently awarded to H2O Innovation Operation & Maintenance, LLC) as well as other costs involved in the provision of such services.

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 Chapter 4, Article VI, Section 4-175 of the Code of Ordinances of the City of Gulfport, Mississippi, which presently reads as follows:

Sec. 4-175. - Fees for collection of garbage, trash and refuse.

(a) Each household and commercial establishment within the city receiving municipal garbage collection services shall pay the following amount each month for the collection and disposal of garbage, trash and refuse:

(1) Household (single or multi-family (4 units or less) residential):

- Sixteen dollars and seventy-five cents ($16.75) per month (effective October 1, 2017);
- Sixteen dollars and eighty cents ($16.80) per month (effective October 1, 2018);
- Sixteen dollars and eighty-six cents ($16.86) per month (effective October 1, 2019);
- Sixteen dollars and ninety-one cents ($16.91) per month (effective October 1, 2020);
- Sixteen dollars and ninety-seven cents ($16.97) per month (effective October 1, 2021); and
- Seventeen dollars and two cents ($17.02) per month (effective October 1, 2022).

(2) Commercial establishments:

• Twenty dollars and seventy-five cents ($20.75) per month (effective October 1, 2017);
• Twenty dollars and eighty cents ($20.80) per month (effective October 1, 2018);
• Twenty dollars and eighty-five cents ($20.85) per month (effective October 1, 2019);
• Twenty dollars and ninety-one cents ($20.91) per month (effective October 1, 2020);
• Twenty dollars and ninety-six cents ($20.96) per month (effective October 1, 2021); and
• Twenty-one dollars and two cents ($21.02) per month (effective October 1, 2022).

(b) The fees herein provided for the collection of garbage, trash and refuse shall be included with, and be in addition to, each household and commercial establishment's monthly water and/or sewer service bill.

(c) Nonpayment of the fee for collection of garbage, trash and refuse, shall result in the discontinuance of the collection service. In addition to discontinuance of the collection service, the city shall be authorized to use all available legal remedies, whether at law or equity, to collect delinquent garbage, trash and refuse collection fees.

should be amended in its entirety to read as follows:

Sec. 4-175. - Fees for curbside collection and disposal of garbage, trash and refuse and related services.

(a) Each household (single or multi-family (4 units or less) residential) and light commercial establishment within the city receiving services for the collection and disposal of garbage, trash, and refuse and recyclable materials shall pay the following amount each month for the same:

- Thirty-six dollars and no cents ($36.00) per month (effective November 8, 2023);
- Thirty-six dollars and ninety cents ($36.90) per month (effective October 1, 2024);
- Thirty-seven dollars and eighty-two cents ($37.82) per month (effective October 1, 2025);
- Thirty-eight dollars and seventy-seven cents ($38.77) per month (effective October 1, 2026);
- Thirty-nine dollars and seventy-four cents ($39.74) per month (effective October 1, 2027);
- Forty dollars and seventy-three cents ($40.73) per month (effective October 1, 2028);
- Forty-one dollars and seventy-five cents ($41.75) per month (effective October 1, 2029);

- Forty-two dollars and seventy-nine cents ($42.79) per month (effective October 1, 2030);
- Forty-three dollars and eighty-six cents ($43.86) per month (effective October 1, 2031); and
- Forty-four dollars ninety-six cents ($44.96) per month (effective October 1, 2032).

(b) The fees provided for herein shall be included with, and be in addition to, each household and commercial establishment's monthly water and/or sewer service bill.

(c) Nonpayment of the fee for services provided for herein shall result in the discontinuance of the service. In addition to discontinuance of such service, the city is authorized herein and empowered to use all available legal remedies, whether at law or equity, to collect delinquent fees charged for the collection and disposal of solid waste and/or recyclable materials, to include, but not be limited to, Miss. Code Ann. § 21-19-2(c).

SECTION 3. All provisions of Chapter 4 of the Code of Ordinances of the City of Gulfport, Mississippi, not in conflict herewith shall remain in full force and effect as heretofore provided.

SECTION 4. 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 immediately 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 5. The Governing Authority further finds that the following shall serve as an explanatory statement of this Ordinance for purposes of publication: "This Ordinance amends Section 4-175 of the Code of Ordinances of the City of Gulfport to re-establish fees associated with the collection and disposal of solid waste and recyclable materials for residential and light commercial customers in the City for the years beginning November 8, 2023, and increasing each year through the year ending September 30, 2034. 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 November, 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 November, 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 Ordinance:

ORDINANCE NO._____

AN ORDINANCE TO AMEND SECTION 9-50 (B) OF THE CITY OF GULFPORT, MISSISSIPPI'S CODE OF ORDINANCES, AND FOR RELATED PURPOSES

WHEREAS, it is necessary to revise Section 9-50 (B) of the City of Gulfport's Mississippi's Code of Ordinances to add a paragraph to the provisions in the "Subdivision Ordinance" which establish design standards for streets to require two (2) means of ingress and egress for fire apparatus access use in a subdivision with more than thirty (30) one and/or two-family homes or housing units as well as for a subdivision that includes certain multi-family residential projects or units and to establish regulations concerning the same; and

WHEREAS, the amendments proposed herein will require, in the interest of public safety, that subdivisions with more than thirty (30) one and/or two-family homes or housing units as well as for subdivisions that include certain multi-family residential projects or units, these subdivisions shall include two (2) means of ingress/egress for fire apparatus access use; and

WHEREAS, the requirement of two (2) means of ingress/egress for fire apparatus access use in subdivisions with more than thirty (30) one and/or two-family homes or housing units as well as for subdivisions that include certain multi-family residential projects or units is consistent with the City's currently adopted International Fire Code.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY 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 Section 9-50 (B) in Article III in Chapter 9 of the Code of Ordinances of the City of Gulfport, Mississippi be, and hereby is, amended to add a new subparagraph (16) thereto, which shall read as follows:

Sec. 9-50. Design Standards.

****

(C) *Streets.*

****

(16) *Access Streets*. Except where all dwelling or housing units are equipped throughout with an approved automatic sprinkler system in accord with the International Fire Code (IFC), development of one- or two-family dwellings or housing units where the number of such units exceeds thirty (30) shall be provided with two (2) separate and approved streets for ingress and egress into and out of the subdivision for fire apparatus use, which shall be placed a distance apart equal to not less than one-half of the length of the maximum overall diagonal dimension of the property or area to be served, measured in a straight line between accesses. The same requirement shall apply for subdivisions that include or contain 200 multi-family housing or dwelling units or less, except that where all such units in the subdivision are equipped throughout with approved automatic sprinkler systems installed in accordance with the IFC, as amended, such a subdivision shall have not less than one (1) approved street for ingress and egress into and out of the subdivision for fire apparatus use. A subdivision that contains in excess of 200 multi-family housing or dwelling units shall have two (2) separate and approved streets for ingress and egress into and out of the subdivision for fire apparatus use regardless of whether such units are all equipped with an approved automatic sprinkler system. This paragraph shall be applied in concert with the applicable provisions of the City's adopted IFC. In the event of a conflict between this paragraph and the City's adopted IFC, the IFC shall govern.

SECTION 3. All provisions of Chapter 9, Article III of the Code of the Ordinances of the City of Gulfport, Mississippi not in conflict herewith shall remain in full force and effect as heretofore provided.

SECTION 4. That if any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional, such decision shall not affect the validity of the remaining portions of this ordinance. The City Council hereby declares that it would have passed this ordinance, and each section, subsection, clause or phrase thereof, irrespective of the fact that any one or more sections, subsection, sentences, clauses and phrases be declared unconstitutional.

SECTION 5. The Governing Authority further finds that the following shall serve as an explanatory statement of this Ordinance for purposes of publication: "This Ordinance amends Section 9-50(B) in the City's Code of Ordinances to add to the to the City's Subdivision Ordinance the requirement that, in the interest of public safety, certain subdivisions shall provide for two (2) approved streets for ingress and egress for fire apparatus use. 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 6. 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 immediately 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.

The above and foregoing Ordinance, after having been first reduced to writing and read by the Clerk, was introduced by Councilmember_____, seconded by Councilmember _____, and was adopted by the following roll call vote:

AYES	NAYS	ABSENT

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

(SEAL)

ATTEST: ADOPTED:

_____ _____
CLERK OF THE COUNCIL 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 ____, 2023, the following Ordinance:

ORDINANCE NO. ____

AN ORDINANCE PROVIDING FOR THE SALARY OF COMPENSATION FOR ONE (1) "UTILITY BILLING CUSTOMER SERVICE SUPERVISOR" POSITION 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, the salaries of compensation for the employees holding the following positions shall fall within the range set for the corresponding Grade noted and should be presently set at the noted Step within this Grade: one (1) "Utility Billing Customer Service Supervisor" positions, which shall fall within the range set for Grade 205 ($44,010.34 - $65,525.40), with this position previously being set in the same Grade 205, but previously being funded up to Step 1 therein, and now being approved to be budgeted up to Step 13 in this Grade; and

WHEREAS, the salaries 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) "Utility Billing Customer Service Supervisor" position is hereby being maintained in Grade 205 in 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) "Utility Billing Customer Service Supervisor" position in the City's Department of Finance and Accounting is hereby kept in "Grade 205" 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 funds hereby now approved to be budgeted up to Step 13 in this Grade 205.

SECTION 3. That the salary of compensation for the employees holding this one (1) position ("Utility Billing Customer Service Supervisor") shall be within the range and presently set within the range of 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. This Ordinance shall be in full force and become effective on _____, 2023, and shall be spread on the minutes of the Gulfport City Council and be published according to law.

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 salaries of compensation for one (1) 'Utility Billing Customer Service Supervisor' position in Grade 205 in the City's 'Salary Grade Schedule' and for those employees serving in these positions, with funds budgeted up to Step 13 in this Grade. 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 Councilmember _____, seconded by Councilmember _____, and was adopted by the following roll call vote:

YEAS: **NAYS:** **ABSENT:**

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

ATTEST: **ADOPTED:**

_____ _____

Clerk of Council **President**

The above and foregoing Ordinance having been 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 TO APPROVE APPLICATION BY SEAWAY BUSINESS CENTER, LLC, FOR A MUNICIPAL AD VALOREM TAX EXEMPTION, NOT TO INCLUDE SCHOOL DISTRICT TAXES FOR A PERIOD OF TEN (10) YEARS FOR CAPITAL INVESTMENT AND TO AUTHORIZE THE EXEMPTION ON CERTAIN TANGIBLE AND REAL PROPERTY PURSUANT TO MISS. CODE ANN., AS AMENDED, SEC. 27-31-101, ET SEQ., AND FOR RELATED PURPOSES

WHEREAS, Seaway Business Center, LLC, filed its Application for exemption from municipal ad valorem taxes on certain tangible and real properties as part of its facilities and equipment related to its new enterprise located in the Harrison County Industrial Park in Gulfport, Mississippi; and a copy of its Application is annexed hereto as **Exhibit "1"**; and

WHEREAS, its Application provides a full itemized list of the property proposed to be exempted, copy attached hereto as **Exhibit "A" to the Application** with the valuation of articles at true value applied for tax exemption and the real properties sought for tax exemption, as evaluated appear to comprise new facilities and equipment used in connection with the operation of said enterprise as provided for under Miss. Code (1972), Ann., as amended, §§ 27-31-115, et seq., and do not constitute a renovation or replacement of realty or personalty in whole or in part previously exempted; and

WHEREAS, it appears to the Governing Authority of the City of Gulfport that the Petitioner, by the construction and acquisition of new facilities and equipment shall serve to increase jobs and industrialization in the City of Gulfport, and thereby promote the community and the municipality, and that it is in the best interest of the City of Gulfport that said ad valorem

tax exemption on said real property and facilities and equipment at the true value of $15,296,773.00 as shown on **Exhibit "A" to the Application** for a period of ten (10) years should be approved for tax exemption beginning on January 1, 2024, subject to final approval of eligibility by the State Tax Commission of the State of Mississippi.

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 Application for ad valorem tax exemption on real property and new facilities and equipment by Seaway Business Center, LLC, which is a bona fide new enterprise of public utility in the City of Gulfport for the tax year beginning on January 1, 2024, on the property described in the application and on **Exhibit "A" to the Application** hereto of a true value of $15,296,773.00 for a period of ten (10) years should be hereby approved, subject to final approval and certification of eligibility by the Mississippi State Tax Commission.

SECTION 3. That subject to said final approval of eligibility by the Mississippi State Tax Commission, Seaway Business Center, LLC, is hereby granted a tax exemption on municipal ad valorem taxes, not including school district taxes, for said property described in its petition and on Seaway Business Center, LLC, hereto, of a true value of $15,296,773.00 for a period of ten (10) years beginning on January 1, 2024, conditioned on the use of said property in the operations of its industrial enterprise during said ten (10) year period of time.

SECTION 3. That this Resolution shall be spread upon the minutes of the Gulfport City Council, with a certified copy of this resolution to be provided to the State Tax Commission within thirty (30) days from date hereof, and subject to final approval of eligibility of Seaway

Business Center, LLC, for tax exemption by the State Tax Commission that the clerk shall furnish one (1) certified copy hereof, together with a copy of the State Tax Commission certification and the final Resolution of the Council to the Tax Assessor of Harrison County for the purpose of obtaining the certificate of said Tax Assessor stating that the property as itemized in the Petition has been placed on the appropriate tax roll as "Non-Taxable", except for state and school district ad valorem taxes for the duration of the exemption period only.

SECTION 4. This Resolution shall be in full force and effect immediately upon its adoption and enactment according to law.

The above and foregoing Resolution was introduced by _____, seconded by _____, and was adopted by the following roll call vote:

AYES	**NAYS**	**ABSENT**

WHEREUPON, the President declared 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

APPLICATION FOR EXEMPTION FROM AD VALOREM TAXES

APPLICATON OF SEAWAY BUSINESS CENTER LLC FOR EXEMPTON FROM AD VALOREM TAXES FOR A PERIOD OF 10 TEN YEARS AS AUTHORIZED BY SECTION 27-31-101, et seq. OF THE MISSISSIPPI CODE OF 1972, AS AMENDED

TO THE BOARD OF SUPERVISORS OF HARRISON COUNTY, MISSISSIPPI and CITY COUNCIL/BOARD OF ALDERMEN OF GULFPORT, MISSISSIPPI

1. ROB STINSON, files this application in triplicate for exemption from Ad Valorem taxation, and respectfully represents unto the Honorable Board/Council as follows:

2. Applicant, SEAWAY BUSINESS CENTER LLC, is a LLC corporation and duly qualified to do business in the State of Mississippi, and having its facility and plant located in the 4th Judicial District in Harrison County, Mississippi.

3. Applicant is now operating as a BUSINESS SUPPLY COMPANY, which is a bona fide new enterprise of public utility within the meaning of Section 27-31-101 et sep., and related sections of the Mississippi Code of 1972, as amended, and is eligible for the exemption granted by the above mentioned section.

4. That said enterprise was completed on the 8TH day of SEPTEMBER, 2023, within the meaning of the application statutes of the State of Mississippi, and therefore, the exemption hereby claimed should commence on that date.

5. The said new enterprise will provided approximately 50-75 new jobs with an estimated payroll of $ $995,000.

6. That said exemption on the tangible property described in "Exhibit A" should be granted for a period of ten (10) years from said date of completion.

7. That the true value of all property to be exempt is $ $15,296,773.00 as shown in "Exhibit A."

WHEREFORE, PREMISES CONSIDERED, applicant prays that this Board/Council enter a finding that applicant's SEAWAY BUSINESS CENTER LLC facility is in fact a new enterprise of public utility, and that the same was completed on the 8TH day of SEPTEMBER, 2023, within the meaning of the applicable laws of Mississippi; and

That applicant be granted an exemption from Ad Valorem taxation, except State and School District Ad Valorem taxation, as provided by law, for a period not to exceed ten (10) years beginning on the 8TH day of SEPTEMBER, 2023, and ending on the 8TH day of _____, 2033, upon all of the tangible property described in "Exhibit A" attached hereto and made part hereof, used in, or necessary to the operation of applicant's MANUFACTURING facility in the 2ND Judicial District of Harrison County, Mississippi; and

That this Board/Council approve this application by an Order or Resolution spread upon its minutes, declaring that such property is exempt from all-Ad Valorem taxation, except State and School District Ad Valorem taxation, for a period not to exceed ten (10) years and forward the original and one certified copy of this application and a certified transcript of such approval to the Mississippi State Tax Commission and upon approval of such application by the Mississippi State Tax Commission and certification of its approval, the Board of Supervisors/City Council/Board of Aldermen will enter a final order on its minutes granting the exemption herein prayed.

Respectfully submitted, this the 13TH day of SEPTEMBER, 2023,

SEAWAY BUSINESS CENTER LLC
(Company)

BY: Rob Stinson

ROB STINSON

_____
(Legal Counsel)

_____
(Company)

STATE OF MISSISSIPPI

COUNTY OF HARRISON

Personally appeared before me, the undersigned authority in and for the above county and state, Rob Stinson, of Seaway Business Center, who, Acknowledged to me that he/she signed, sealed and delivered the above and foregoing Application for Exemption from Ad Valorem taxes on the day and year therein written, as and for the act and deed of said corporation, being duly authorized so to act.

Given under my hand and official seal of office, this the 13 day of September, 2023.

Kristin L Shaw
NOTARY PUBLIC

MY COMMISSION EXPIRES:

Kristin L Shaw
COMMISSION EXPIRES 05/14/2024
NOTARY PUBLIC
ID 89544
HARRISON COUNTY
STATE OF MISSISSIPPI

Exhibit A - Seaway Business Center Cost Analysis

Item Description	Cost
Land Cost	$575,000.00
Seaway Business Center (Office Building)	$4,245,950.45
Additional Office/ Manufacturing	$3,105,010.13
WAREHOUSE/STORAGE	$6,993,680.92
Equipment	$377,131.07
(See attached Invoices /AIAs)	
Total Project Cost	**$15,296,772.57**

Exhibit A
to Application

APPLICATION AND CERTIFICATE FOR PAYMENT

OWNER: Seaway Business Center, LLC
1822 15th Street, Ste. A
Gulfport, MS 39501

PROJECT:
Seaway Business Center

APPLICATION NUMBER: 1
PERIOD TO: 09/30/22
PROJECT NO.: 20-045

Distribution to:
[X] OWNER
[ ] CONSTRUCTION MANAGER
[ ] ARCHITECT
[ ] CONTRACTOR

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in accordance with the Contract.
Continuation Sheet, AIA Document G703, is attached.

1.	**ORIGINAL CONTRACT SUM**		$4,245,950.45
2.	**Net Change By Change Orders**.....		
3.	**CONTRACT SUM TO DATE**	(Line 1 +2).....	$4,245,950.45
4.	**TOTAL COMPLETED & STORED TO DATE**..... (Column G on G703)		$0.00
5.	**RETAINAGE:**		
	a. 10% % of Completed Work (Columns D & E on G703)	$0.00	
	b. 10% % of Stored Material (Column F on G703)	$0.00	
	Total Retainage (Line 5a + 5b or Total in Column 1 of G703)		$0.00
6.	**TOTAL EARNED LESS RETAINAGE**..... (Line 4 less Line 5 Total)		$0.00
7.	**LESS PREVIOUS CERTIFICATES FOR PAYMENT** (Line 6 from prior Certificate)		$0.00
8.	**CURRENT PAYMENT DUE**		$0.00
9.	**BALANCE TO FINISH, INCLUDING RETAINAGE** (Line 3 less Line 6)	$ 4,245,950.45	

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		
Total Approved this Month		
TOTALS	$0.00	$0.00
NET CHANGES by Change Order		$0.00

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief, the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.
CONTRACTOR:

BY: _____ DATE _____

State of: _____ County of : _____
Subscribed and sworn before me this day of 20
Notary Public:
My Commission Expires:

CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Construction Manager certifies that to the best of his knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED..... $ -

(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this Application and on the Continuation Sheet that changed to conform to the amount certified.).

CONSTRUCTION MGR:
By: _____ Date: _____

CONTINUATION SHEET

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT,
containing Contractor's signed Certification is attached.
In tabulations below, amounts are stated to the nearest dollar.
Use column 1 on Contracts where variable retainage for line items may apply.

APPLICATION NO: 1
APPLICATION DATE: 09/30/22
PERIOD TO: 09/30/22
DESIGNER'S PROJECT NO: 20-022

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G/C)	BALANCE TO FINISH (C-G)	RETAINAGE
			FROM PREVIOUS APPLICATION (D+E)	THIS PERIOD					
1	Permitting	$11,220.00				$0.00	0%	$11,220.00	$0.00
2	Complete Site Package	$345,378.00				$0.00	0%	$345,378.00	$0.00
3	Foundation	$272,000.00				$0.00	0%	$272,000.00	$0.00
4	Metal Building Kit	$824,000.00				$0.00	0%	$824,000.00	$0.00
5	Roll Up Doors	$7,600.00				$0.00	0%	$7,600.00	$0.00
6	Metal Building Kit Erection	$266,000.00				$0.00	0%	$266,000.00	$0.00
7	Store Front Glass	$185,000.00				$0.00	0%	$185,000.00	$0.00
8	Brick Façade	$96,500.00				$0.00	0%	$96,500.00	$0.00
9	HVAC	$204,000.00				$0.00	0%	$204,000.00	$0.00
10	Electrical	$350,482.00				$0.00	0%	$350,482.00	$0.00
11	Plumbing	$78,300.00				$0.00	0%	$78,300.00	$0.00
12	Fire Suppression System	$170,153.00				$0.00	0%	$170,153.00	$0.00
13	Fire Alarm	$80,072.00				$0.00	0%	$80,072.00	$0.00
14	Security Cameras	$65,000.00				$0.00	0%	$65,000.00	$0.00
15	Elevator	$206,200.00				$0.00	0%	$206,200.00	$0.00
16	Interior Framing (Including Floor System)	$242,436.00				$0.00	0%	$242,436.00	$0.00
17	Insulation	$58,184.00				$0.00	0%	$58,184.00	$0.00
18	Sheetrock Hanging and Finishing	$141,096.00				$0.00	0%	$141,096.00	$0.00
19	Interior Doors	$33,250.00				$0.00	0%	$33,250.00	$0.00
20	Exterior Doors	$17,600.00				$0.00	0%	$17,600.00	$0.00
21	Interior Trim	$98,096.00				$0.00	0%	$98,096.00	$0.00
22	Cabinets & Counter Tops	$62,700.00				$0.00	0%	$62,700.00	$0.00
23	Painting	$90,912.00				$0.00	0%	$90,912.00	$0.00
24	Flooring	$136,368.00				$0.00	0%	$136,368.00	$0.00
25	Landscaping	$45,000.00				$0.00	0%	$45,000.00	$0.00
26	Roll-Off Dumpsters	$14,400.00				$0.00	0%	$14,400.00	$0.00
27	Portable Bathroom	$800.00				$0.00	0%	$800.00	$0.00
28	MPC - 3.5%	$143,203.45				$0.00	0%	$143,203.45	$0.00
TOTALS		**$4,245,950.45**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**0%**	**$4,245,950.45**	**$0.00**

APPLICATION AND CERTIFICATE FOR PAYMENT

OWNER: Seaway Business Center, LLC
1822 15th Street, Ste. A
Gulfport, MS 39501

PROJECT:
Seaway Business Center - Phase Two

APPLICATION NUMBER:
PERIOD TO:
PROJECT NO.: 20-045

Distribution to:
[X] OWNER
[ ] CONSTRUCTION MANAGER
[ ] ARCHITECT
[ ] CONTRACTOR

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in accordance with the Contract.
Continuation Sheet, AIA Document G703, is attached.

1.	**ORIGINAL CONTRACT SUM**		$3,105,010.13
2.	**Net Change By Change Orders**.....		
3.	**CONTRACT SUM TO DATE**	(Line 1 +2).....	$3,105,010.13
4.	**TOTAL COMPLETED & STORED TO DATE**..... (Column G on G703)		$0.00
5.	**RETAINAGE:**		
	a. 0% % of Completed Work (Columns D & E on G703)	$0.00	
	b. 0% % of Stored Material (Column F on G703)	$0.00	
	Total Retainage (Line 5a + 5b or Total in Column 1 of G703)		$0.00
6.	**TOTAL EARNED LESS RETAINAGE**..... (Line 4 less Line 5 Total)		$0.00
7.	**LESS PREVIOUS CERTIFICATES FOR PAYMENT** (Line 6 from prior Certificate)		$0.00
8.	**CURRENT PAYMENT DUE**		$0.00
9.	**BALANCE TO FINISH, INCLUDING RETAINAGE** (Line 3 less Line 6)	$3,105,010.13	

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		
Total Approved this Month		
TOTALS	$0.00	$0.00
NET CHANGES by Change Order		$0.00

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief, the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.
CONTRACTOR:

BY: _____ DATE _____

State of: _____ County of : _____
Subscribed and sworn before me this day of 20
Notary Public:
My Commission Expires:

CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Construction Manager certifies that to the best of his knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED..... $ -

(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this Application and on the Continuation Sheet that changed to conform to the amount certified.).

CONSTRUCTION MGR:
By: _____ Date: _____

CONTINUATION SHEET

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT,
containing Contractor's signed Certification is attached.
In tabulations below, amounts are stated to the nearest dollar.
Use column 1 on Contracts where variable retainage for line items may apply.

APPLICATION NO:
APPLICATION DATE:
PERIOD TO:
DESIGNER'S PROJECT NO: 20-022

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G/C)	BALANCE TO FINISH (C-G)	RETAINAGE
			FROM PREVIOUS APPLICATION (D+E)	THIS PERIOD					
1	Permitting	$9,570.47				$0.00	0%	$9,570.47	$0.00
2	Additional Parking and Storm Drain Piping	$508,784.00				$0.00	0%	$508,784.00	$0.00
3	Foundation	$186,546.00				$0.00	0%	$186,546.00	$0.00
4	Metal Building Kit	$286,272.47				$0.00	0%	$286,272.47	$0.00
5	Metal Building Kit Erection	$163,488.00				$0.00	0%	$163,488.00	$0.00
6	Store Front Glass	$155,500.00				$0.00	0%	$155,500.00	$0.00
7	Brick Façade	$185,230.33				$0.00	0%	$185,230.33	$0.00
8	HVAC	$196,779.51				$0.00	0%	$196,779.51	$0.00
9	Electrical	$247,004.00				$0.00	0%	$247,004.00	$0.00
10	Plumbing	$39,150.00				$0.00	0%	$39,150.00	$0.00
11	Fire Suppression System	$120,623.46				$0.00	0%	$120,623.46	$0.00
12	Fire Alarm	$56,763.98				$0.00	0%	$56,763.98	$0.00
13	Security Cameras	$106,121.58				$0.00	0%	$106,121.58	$0.00
14	Interior Framing (Including Floor System)	$174,434.49				$0.00	0%	$174,434.49	$0.00
15	Insulation	$39,682.91				$0.00	0%	$39,682.91	$0.00
16	Sheetrock Hanging and Finishing	$121,519.61				$0.00	0%	$121,519.61	$0.00
17	Interior Doors	$53,923.62				$0.00	0%	$53,923.62	$0.00
18	Exterior Doors	$19,200.00				$0.00	0%	$19,200.00	$0.00
19	Interior Trim	$70,580.80				$0.00	0%	$70,580.80	$0.00
20	Cabinets & Counter Tops	$52,120.00				$0.00	0%	$52,120.00	$0.00
21	Painting	$85,411.86				$0.00	0%	$85,411.86	$0.00
22	Flooring	$99,036.00				$0.00	0%	$99,036.00	$0.00
23	Landscaping	$15,000.00				$0.00	0%	$15,000.00	$0.00
24	Roll-Off Dumpsters	$7,200.00				$0.00	0%	$7,200.00	$0.00
25	Portable Bathroom	$400.00				$0.00	0%	$400.00	$0.00
26	MPC - 3.5%	$104,667.04				$0.00	0%	$104,667.04	$0.00
TOTALS		**$3,105,010.13**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**0%**	**$3,105,010.13**	**$0.00**

APPLICATION AND CERTIFICATE FOR PAYMENT

OWNER: Seaway Business Center, LLC
1822 15th Street, Ste. A
Gulfport, MS 39501

PROJECT:
Seaway Business Center
Warehouse/Storage Seaway Road

APPLICATION NUMBER:
PERIOD TO: 04/13/22
PROJECT NO.: 20-022

Distribution to:
[X] OWNER
[ ] CONSTRUCTION MANAGER
[ ] ARCHITECT
[ ] CONTRACTOR

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in accordance with the Contract.
Continuation Sheet, AIA Document G703, is attached.

1.	**ORIGINAL CONTRACT SUM**		$6,993,680.92
2.	**Net Change By Change Orders**.....		
3.	**CONTRACT SUM TO DATE**	(Line 1 +2).....	$6,993,680.92
4.	**TOTAL COMPLETED & STORED TO DATE**..... (Column G on G703)		$0.00
5.	**RETAINAGE:**		
	a. 0% % of Completed Work (Columns D & E on G703)	$0.00	
	b. 0% % of Stored Material (Column F on G703)	$0.00	
	Total Retainage (Line 5a + 5b or Total in Column 1 of G703)		$0.00
6.	**TOTAL EARNED LESS RETAINAGE**..... (Line 4 less Line 5 Total)		$0.00
7.	**LESS PREVIOUS CERTIFICATES FOR PAYMENT** (Line 6 from prior Certificate)		$0.00
8.	**CURRENT PAYMENT DUE**		$0.00
9.	**BALANCE TO FINISH, INCLUDING RETAINAGE** (Line 3 less Line 6)	$ 6,993,680.92	

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		
Total Approved this Month		
TOTALS	$0.00	$0.00
NET CHANGES by Change Order		$0.00

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief, the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.
CONTRACTOR:

BY: _____ DATE _____

State of: _____ County of: _____
Subscribed and sworn before me this _____ day of _____ 20
Notary Public:
My Commission Expires:

CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Construction Manager certifies that to the best of his knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED..... $ -

(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this Application and on the Continuation Sheet that changed to conform to the amount certified.).

CONSTRUCTION MGR:
By: _____ Date: _____

CONTINUATION SHEET

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification is attached.
In tabulations below, amounts are stated to the nearest dollar.
Use column 1 on Contracts where variable retainage for line items may apply.

APPLICATION NO:
APPLICATION DATE: 04/13/22
PERIOD TO:
DESIGNER'S PROJECT NO: 20-022

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G/C)	BALANCE TO FINISH (C-G)	RETAINAGE
			FROM PREVIOUS APPLICATION (D+E)	THIS PERIOD					
1	Permitting	$25,710.66	$0.00			$0.00	0%	$25,710.66	$0.00
2	Engineering & Surveying	$132,094.22	$0.00			$0.00	0%	$132,094.22	$0.00
3	Complete Site Package	$1,678,662.00	$0.00			$0.00	0%	$1,678,662.00	$0.00
4	Foundation	$532,770.00	$0.00			$0.00	0%	$532,770.00	$0.00
5	Metal Building Kit	$1,585,625.00	$0.00			$0.00	0%	$1,585,625.00	$0.00
6	Metal Building Kit Erection	$380,550.00	$0.00			$0.00	0%	$380,550.00	$0.00
7	Roll Up Doors	$349,300.00	$0.00			$0.00	0%	$349,300.00	$0.00
8	Brick Façade	$72,500.00	$0.00			$0.00	0%	$72,500.00	$0.00
9	HVAC	$265,000.00	$0.00			$0.00	0%	$265,000.00	$0.00
10	Electrical	$380,550.00	$0.00			$0.00	0%	$380,550.00	$0.00
11	Plumbing	$28,300.00	$0.00			$0.00	0%	$28,300.00	$0.00
12	Bathroom Build-Out	$42,000.00	$0.00			$0.00	0%	$42,000.00	$0.00
13	Fire Suppression System	$285,412.00	$0.00			$0.00	0%	$285,412.00	$0.00
14	Fire Alarm	$110,993.75	$0.00			$0.00	0%	$110,993.75	$0.00
15	Security Cameras	$115,000.00	$0.00			$0.00	0%	$115,000.00	$0.00
16	Flooring	$253,700.00	$0.00			$0.00	0%	$253,700.00	$0.00
17	Exterior Fire Doors	$12,480.00	$0.00			$0.00	0%	$12,480.00	$0.00
18	Porte Cochere	$65,000.00	$0.00			$0.00	0%	$65,000.00	$0.00
19	Stanley Exterior Automated Sliding Doors	$65,000.00	$0.00			$0.00	0%	$65,000.00	$0.00
20	Enclosed Boat & RV Building Foundation	$25,920.00	$0.00			$0.00	0%	$25,920.00	$0.00
21	Enclosed Boat & RV Storage Building	$84,240.00	$0.00			$0.00	0%	$84,240.00	$0.00
22	Open Boat & RV Building Foundation (Concrete Column Locations Only)	$22,500.00	$0.00			$0.00	0%	$22,500.00	$0.00
23	Open Boat & RV Storage Building	$76,032.00	$0.00			$0.00	0%	$76,032.00	$0.00
24	12'x14' Roll-Up Doors	$20,160.00	$0.00			$0.00	0%	$20,160.00	$0.00
25	Plumbing (Flushing Stations)	$14,500.00	$0.00			$0.00	0%	$14,500.00	$0.00
26	Electrical	$56,019.60	$0.00			$0.00	0%	$56,019.60	$0.00
27	Fire Suppression System	$48,016.80	$0.00			$0.00	0%	$48,016.80	$0.00
28	Fire Alarm	$15,390.00	$0.00			$0.00	0%	$15,390.00	$0.00
29	Insulation (Ceilings Only)	$4,050.00	$0.00			$0.00	0%	$4,050.00	$0.00
30	Roll-Off Dumpsters	$14,400.00	$0.00			$0.00	0%	$14,400.00	$0.00
31	Portable Bathroom	$640.00	$0.00			$0.00	0%	$640.00	$0.00
32	MPC - 3.5%	$231,164.89	$0.00			$0.00	0%	$231,164.89	$0.00
TOTALS		**$6,993,680.92**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**0%**	**$6,993,680.92**	**$0.00**

EQUIPMENT TOTAL	
RACKING SYSTEM	$29,054.57
FORK LIFT WAREHOUSE	$66,768.00
PRINTING PRESS	$281,308.50
GRAND TOTAL	$377,131.07

GOT-RACK.com
800-64-RACKS

5210 Causeway Blvd.
Tampa, FL 33619

Tel: 813-246-5800
Fax: 813-246-5858

Visit our website at www.got-rack.com

Invoice
INV071555
6/13/2023

Bill To
SHS Southern Hospitality Services
10354 Lemoyne Blvd Suite C
D'Iberville, MS 39540

Due Date
6/13/2023

Ship To
SHS Southern Hospitality Services
10354 Lemoyne Blvd
Suite C
Deiberville MS 39540

Customer Contact: Mr. Jack Krongard
Phone #: 612-750-6436

P.O. Number:
Quoting Special... Kevin Brown
Terms Balance due Before Shipping
S.O. No. SO070719

Item Code	Description	Qty	Unit Price	Color	Extended Price
GR Upright	Upright 48"D X 288"H 3" X 3"	58	187.95		10,901.10
23BUSTD09640...	Beam 096"L x 4"H	264	23.95		6,322.80
23WDUS48463...	Wire Deck 48"D x 46"W 3 CH FL	264	25.95		6,850.80
23AUSRS1200A	Row Spacer 12"L ND HDW	58	3.95		229.10
SH10	Estimated Shipping and Handling: Flatbed, Ground Level Side Offload. Subject to Change Upon Actual Shipment.	1	2,850.00		2,850.00
	Subtotal (Before Tax and Deposits)				27,153.80
Customer Depo...	E077120 SO070719 50% Dep CHK#1327 2023.05.16	1	-13,576.90		-13,576.90
			RACK SYSTEM	$27,153.80 ~~$1,900.77~~ $29,054.57	
			FORK LIFT	$62,400.00 $4368.00 $65,768.00	
				GRA ND TDTAL $95,822.57	

Please pay balance upon receipt of this invoice.
Remit Payment To:
Got-Rack.com
5210 Causeway Blvd.
Tampa, FL 33619
Customer is responsible for remittance of any/all sales and use (or similar) tax not separately stated.

ACH/ Wire Instructions - Beneficiary: Allpoints Warehousing Equipment Co. dba Got-Rack.com ABA Routing: 065303360 Account: 20123196 Swift No:CHASUS33 (International Use Only) - Please Confirm any Requested Changes By Calling Our Number Listed Above

Subtotal	$13,576.90
Sales Tax (0.0%)	$0.00
Total	$13,576.90
Payments/Credits	$0.00
Balance Due	**$13,576.90**

Invoice

Midwestern Equipment LC

Midwestern Equipment LC
1914 Tostevin Street
Council Bluffs, IA 51503
Phone: 888 328 0880
Fax: 712 328 7279
Email: accounting@midwesternequip.com

Order #	Date
S13184	10/31/2022

Bill To:	Ship To:
Southern Hospitality Services, LLC 1942 Beach Dr Gulfport, MS 39507	Southern Hospitality Services, LLC 1942 Beach Dr Gulfport, MS 39507
Customer: Southern Hospitality Services, LLC	Contact: Southern Hospitality Services,

Sales Rep	Payment Terms	FOB Point	Carrier	Ship Service	Date Scheduled
Bruce	pre pay	Origin	Will Call		10/31/2022

Item #	Type	Number	Description	Unit Price	Qty Ordered	Total Price
1	Sale	MW 106592	2008 Yale NTA030SB S/N B868T01631F 142/302" Mast with 42" forks, 62" wide base width with side rollers, 48 volt reconditioned Battery & charger, Serviced & delivered.	$69,900.00	1 ea	$ 69,900.00
2	Sale	Miscellaneous	Miscellaneous Discount given	($7,500.00)	1 ea	-$ 7,500.00

Date	Payment	Amount
12/08/2022	Credit Card	$ 1,000.00
12/20/2022	Wire Transfer	$ 33,000.00

With cyber crimes on the rise, please call to verify payment instructions if paying via wire transfer or ACH!

Due to the current LPG tank shortage, any LPG machine does not come with an LP tank.
Thank you for your understanding!

Subtotal:	**$62,400.00**
Sales Tax:	**$4,368.00**
Total:	**$66,768.00**
Paid:	**$34,000.00**
Balance Due:	**$32,768.00**

Approval:_____ Date:_____

May 24, 2023 8:14:57 AM CDT

GSG®
4601 Spring Valley Rd. Dallas, Texas 75244
Phone: 214.748.3271 800.366.1776
Fax: 972.239.2939
www.GoGSG.com

Customer #: **1046131**
Cust. Contact: **Anna**
Bill To:
SOUTHERN HOSPITALITY SUPPLY
10354 LEMOYNE BOULEVARD
STE C
DIBERVILLE, MS 39540-4911

Ship To:
SOUTHERN HOSPITALITY SUPPLY
13334 SEAWAY ROAD
GULFPORT, MS 39503-4630

Date: **02/04/22**
Phone #: **(228)236-1333**
Terms: **1/3 Dwn BB4D**
Outside Sales Rep: **Mark Giese|mark.giese@gogsg.com**
Inside Sales Rep: **Clint Santangelo|Clint.Santangelo@gogsg.com**
Branch Manager: **Clark Lanius|clark.lanius@gogsg.com**

Invoice#: **5288142-00**

Line #	Product	Qty	Unit	Price	Discount %	Net Price Per Unit	Total Net Amount
14	**MRPNUASL-2331** 23"X31" M&R STARLIGHT EXPOSURE UNIT **MAXIMUM SCREEN SIZE 23"X31"** (INCLUDES INSPECTION LIGHT)	1	EACH	5805.00	0.00	5805.00	5805.00
15	**MRPNUASL-2331-S** 23"X31" M&R STARLIGHT STAND	1	EACH	400.00	0.00	400.00	400.00
16	**MRPNUASL-CTS2331-R** M&R CTS RETROFIT FOR STARLIGHT 23"X31"	1	EACH	615.00	0.00	615.00	615.00
17	**MRPP-1022** M&R 10"x22" YOUTH SOLID ALUMINUM PALLET	16	EACH	215.00	0.00	215.00	3440.00
18	**MRPSS-423** 4"X23" SINGLE SLEEVE M&R Pallet	16	EACH	215.00	0.00	215.00	3440.00
21	**NOR-SR** NORTECH SCREEN RACK FOR 20X24 OR 23X31 SCREENS HOLDS (20) 20X24 OR 23X31 FRAMES DIMENSIONS - 26 1/4X25 1/2X60	2	EACH	295.00	0.00	295.00	590.00
22	**MQESW-28** SMARTWASHER SW-28 McQueen Super Sink ***SHIPS COMPLETELY ASSEMBLED, WITH (1) OZZYMAY AND (5) 5 GALLON CONTAINERS OF OZZYJUICE***	1	EACH	2906.43	100.00	0.00	0.00
24	**MRPSIDESADDLE** SIDESADDLE RADICURE D Conv. Mounted Can/Assy	2	EACH	118.80	100.00	0.00	0.00
25	**MRPREDDX-ECCABLE** M&R RED CHILI DX ETHERNET COM CABLE	3	EACH	20.00	0.00	20.00	60.00
29	**MRPI-IMAGE-1L-T6** M&R I-IMAGE TYPE T6 BLACK INK	3	EACH	176.00	100.00	0.00	0.00

23 ***Lines Total*** Qty Shipped Total 75

Total	275891.50
Crating	1195.00-
CRTG Cost	6612.00
Invoice Tota	281308.50
Down Payment	{93769.50}
Final Payment	{187539.00}
Balance	0.00

Paid in Full
SG 11/21/2022

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 CERTAIN AMENITIES ASSOCIATED WITH THE HARBOR LIGHTS WINTER FESTIVAL AS AN EMPLOYEE BENEFIT, AND FOR RELATED PURPOSES

WHEREAS, the City of Gulfport previously approved tickets to the 2023 Harbor Lights Winter Festival as an employee benefit for employees of the City of Gulfport, but now desires to include tickets to the festival for employees' families (up to eight per family), as well as unlimited rides on the various rides available and supper on the evening of November 28, 2023,

WHEREAS, an employee event on the evening of November 28, 2023, will include admission of the employee, the employees' families, unlimited rides and supper for all (food will be contributed to the City, no city funds for the purchase of food will be expended), with employees unable to attend that evening receiving tickets for them and their families (up to eight per family); and

WHEREAS, the Council finds that it is in the best interest of the City to approve/ratify the employee and employee family tickets, free rides and supper as an employee benefit intended to recognize and show appreciation to the City's workforce.

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 employee and employee family tickets, free rides and supper associated with the Harbor Lights Winter Festival in 2023, as more fully described herein, be and

are hereby approved as an employee benefit for the employees of the City of Gulfport as it is tailored to recognize and show appreciation to the City's workforce.

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 TO APPROVE COOPERATION WITH CIVILIAN LAW ENFORCEMENT OFFICIALS AGREEMENT WITH THE US DEPARTMENT OF THE NAVY, AND FOR RELATED PURPOSES

WHEREAS, the City of Gulfport desires to enter into an agreement with the U.S. Department of the Navy, Naval Surface Warfare Center, Crane Division, for the loan of sixteen (16) night vision goggles in order to enhance the law enforcement capabilities of the Gulfport Police Department; and

WHEREAS, the Department of the Navy has provided a proposed Cooperation with Civilian Law Enforcement Officials Agreement concerning the said loan which outlines the duties and responsibilities of the City and the Navy with respect to the subject equipment and which is attached hereto as Exhibit "A"; and

WHEREAS, the Council finds it is in the best interest of the City to approve the Civilian Law Enforcement Officials Agreement concerning the loan, by the City of the night vision goggles 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 3. That the Civilian Law Enforcement Officials Agreement concerning the loan of sixteen (16) night vision goggles from the U.S. Department of the Navy 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 and deliver the same on behalf of the City of Gulfport, and a special check in payment thereof is authorized.

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 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

Gulfport Police Department

Memo

To: Assistant City Attorney Margaret Murdock

From: Commander Clayton Fulks CF

Date: October 10, 2023

Re: Electro-Optic Loan Program

Please see the attached documentation for a memorandum of understanding regarding the Gulfport Police Department and the Naval Surface Warfare Center. This MOU is for the continued rental of 16-night vision goggles to be used by SWAT team members. The cost of the agreement is $4,800.

Please review for consideration at the next available council meeting.

MEMORANDUM OF AGREEMENT
BETWEEN
THE GOVERNMENT (NAVSURFWARCENDIV CRANE) AND THE AGENCY;
Gulfport Police Department

FOR THE ELECTRO-OPTIC LOAN PROGRAM

This is a memorandum of agreement (MOA) between The Government (Crane Division, Naval Surface Warfare Center (NAVSURFWARCENDIV)) and the Agency,
Gulfport Police Department
When referred to collectively, The Government and the Agency are referred to as the "Parties."

1.0 BACKGROUND

The Law Enforcement Electro-Optics Loan Program was formalized at NAVSURFWARCENDIV Crane in August of 1999 in accordance with SECNAVINST 5820.7C. The goal of the program is to optimize taxpayer's money by extending the useful life of military electro-optics equipment and provide law enforcement officials with a significant crime fighting capability they otherwise may not be able to afford.

2.0 AUTHORITIES

This Agreement is entered into pursuant to the authority of DoDI 4000.19, of 16 December 2020 and SECNAVINST 5820.7C.

3.0 PURPOSE AND SCOPE

The purpose of this Agreement is to extend NAVSURFWARCENDIV Crane cooperation with civilian law enforcement officials to the maximum extent practicable, consistent with the policy and procedures set forth in DoDI 4000.19.

4.0 RESPONSIBILITIES OF THE PARTIES

4.1 The Government will -

4.1.1 Upon approval of the request for the loan of equipment, an authorized official of NAVSURFWARCENDIV Crane shall execute a DD Form 1348-1A Issue/Receipt Document. The custodial document shall include the date of receipt, the name of the official signing out and returning the equipment, the office telephone number of the official, Agreement number, and equipment serial numbers.

4.1.2 Repair or replace equipment provided under this agreement at its discretion, inclusive of assessment of any costs, during the term of the agreement if failure of operation is caused by other than normal use. Requests for same may be made to NAVSURFWARCENDIV Crane Point of Contact identified in paragraph 6.1.1.1.

4.1.3 In replacement scenarios, all transactions will be documented in the DD Form 1348-1A Issue/Receipt Document indicating a serial number for serial number exchange. Consideration for exchanges of equipment that fails to perform during normal use is included in the agreement fee and is therefore not subject to additional costs. Federal/State/Local law enforcement agencies will not receive consideration or extension for any period of time during the agreement that equipment should fail or become inoperable.

4.1.4 The resources to be provided are identified in Block 6 of this agreement. NAVSURFWARCENDIV Crane personnel made available for the operation of any loaned equipment shall not become directly involved in the law enforcement activities such as interdiction of vehicles, search and seizures, arrests, apprehension, stop and frisk, surveillance, or other activities proscribed by federal law and regulation, of any state/local law enforcement agency.

4.2 The Agency will -

4.2.1 The receipt, transportation and return of all equipment is the sole responsibility of the requesting State/Local law enforcement agency who shall designate in writing a representative authorized to ship and receive equipment to and from NAVSURFWARCENDIV Crane.

4.2.2 State/Local law enforcement agency shall make all reasonable attempts to protect the equipment from becoming damaged, lost, or stolen. Federal/State/Local Law enforcement agencies renewing a prior active Agreement, verify by signing this Agreement that all prior equipment provided is still accounted for and in their possession.

4.3. Both Parties will -

4.3.1 Ensure Points of Contact in 6.1 are updated as required by administrative changes.

5.0 PERSONNEL

There are no anticipated personnel responsibilities identified in this MOA.

6.0 GENERAL PROVISIONS

6.1 POINTS OF CONTACT (POCs). The following POCs will be used by the Parties to communicate matters concerning this MOA. Each Party may change its POC upon reasonable notice to the other Party.

6.1.1 For the Government -

6.1.1.1 NAVSURFWARCENDIV Crane Point of Contact under this agreement for equipment, facilities, and/or training, either oral or by email shall be sent to:

Mr. Scott D. Arthur

812-854-6650

scott.d.arthur2.civ@us.navy.mil

6.1.1.2 Position, office identification, phone number and email of alternate POC:

Mr. Bret R. Mehringer

812-854-3596

bret.r.mehringer.civ@us.navy.mil

6.1.2 For the Agency -

6.1.2.1 Position, office identification, phone number and email of primary POC:

Name: Gulfport Police Department

Phone Number: (228) 868-5906

Email Address:

Fax Number: (228) 868-5905

6.2 CORRESPONDENCE. All correspondence to be sent and notices to be given pursuant to this MOA will be addressed, if to the Government, to:

Commanding Officer
Naval Surface Warfare Center
300 HWY 361
Electro-Optic Technology Division, Bldg. 2044, Attn: S. Arthur
Crane, IN 47522

and, if to the Agency, to (insert mailing address):
P.O. Box S
Shipping: 2220 15th Street Gulfport, 39501
Gulfport,

Mississippi 39502
or as may from time to time otherwise be directed by the Parties.

6.3 REVIEW OF AGREEMENT. This MOA will be reviewed on or around the anniversary of its effective date annually for updates to equipment loaned and financial requirements.

6.4 MODIFICATION OF AGREEMENT. This MOA may only be modified by the written agreement of the Parties, duly signed by their authorized representatives.

6.5 DISPUTES. Any disputes relating to this MOA will, subject to any applicable law, Executive Order, or DoD issuance, be resolved by consultation between the Parties.

6.6 TERMINATION OF AGREEMENT. This MOA may be terminated by either Party by giving at least 10 days' written notice to the other Party. The MOA may also be terminated at any time upon the mutual written consent of the Parties.

6.7 TRANSFERABILITY. This MOA is not transferable except with the written consent of the Parties.

6.8 ENTIRE AGREEMENT. It is expressly understood and agreed that this MOA embodies the entire agreement between the Parties regarding the MOA's subject matter, thereby merging and superseding all prior agreements and representations by the Parties with respect to such subject matter.

6.9 EFFECTIVE DATE. This MOA takes effect beginning on the day after the last Party signs.

6.10 EXPIRATION DATE. This MOA expires on AUG 8, 2024 .

6.11 CANCELLATION OR MODIFICATION OF PREVIOUS AGREEMENT. This MOA modifies or cancels and supersedes the previously signed agreement between the same Parties.

6.12 NO THIRD PARTY BENEFICIARIES. Nothing in this MOA, express or implied, is intended to give to, or will be construed to confer upon, any person or entity not a party any remedy or claim under or by reason of this MOA and this MOA will be for the sole and exclusive benefit of the Parties.

6.13 SEVERABILITY. If any term, provision, or condition of this MOA is held to be invalid, void, or unenforceable by a governmental authority and such holding is not or cannot be appealed further, then such invalid, void, or unenforceable term, provision, or condition shall be deemed severed from this MOA and all remaining terms, provisions, and conditions of this MOA shall continue in full force and effect. The Parties shall endeavor in good faith to replace such invalid, void, or unenforceable term, provision, or condition with valid and enforceable terms, provisions, or conditions which achieve the purpose intended by the Parties to the greatest extent permitted by law.

6.14 OTHER FEDERAL AGENCIES. This MOA does not bind any federal agency, other than the Parties, nor waive required compliance with any law or regulation.

7.0 FINANCIAL DETAILS

7.1 AVAILABILITY OF FUNDS. This MOA does not document the obligation of funds between the Parties. The obligation of funds by the Parties, resulting from this MOA, is subject to the availability of funds pursuant to the DoD Financial Management Regulation. No provision in this MOA will be interpreted to require obligation or payment of funds in violation of the Anti-Deficiency Act, Section 1341 of Title 31, United States Code.

7.2. BILLING. The Agency will provide the Government with payment via Automated Cleaning House (ACH) or Wire Transfer with the acceptance of this MOA in accordance with the procedures of the Government.

7.3. PAYMENT OF BILLS. The Agency's paying office will forward payments, along with a copy of the signed MOA, to The Government within 30 calendar days. Bills rendered will not be subject to audit in advance of payment.

Notification of payment MUST be sent to mailbox--cran_wire_transfers@navy.mil and julie.a.shaff.civ@us.navy.mil.

For ACH:

Bank Name:	Credit Gateway
Address:	60 Livingston Avenue
	St. Paul, MN 55107
RTN/ABA:	051036706
A/C:	220031

For Wire Transfer:

Bank Name:	U.S. Treasury
Address:	1500 Pennsylvania Avenue NW
	Washington, DC 20220
Country:	USA
RTN/ABA:	021030004
Account Name:	DFAS-Cleveland
Account Number:	00008522

7.4. FINANCIAL SPECIFICS. See Attachment A for all other details and information on the reimbursable support identified in this MOA.

7.5. ECONOMY ACT DETERMINATION. If the MOA is being entered into in accordance with Section 1535 of Title 31, United States Code (the Economy Act), both Parties agree that the requirements listed in Paragraph (a) of the Economy Act have been met.

8.0 LIST OF ATTACHMENTS: Attachment A.

AGREED: [Approval authority signatures will never be alone on a blank page]
Gulfport Police Department

ACCEPTANCE OF AGREEMENT on behalf of _____ by:

X_____ _____
Signature Date

Mayor Billy Hewes
Type Name and Title

Gulfport Police Department
Name of Law Enforcement Agency

ACCEPTANCE OF AGREEMENT on behalf of NAVSURFWARCENDIV Crane by:

X Brandon Boeglin 21 Jan 2023
BRANDON BOEGLIN **Date**
By direction
NSWC Crane

ATTACHMENT A

Department of the Navy
Naval Surface Warfare Center, Crane Division
300 Hwy 361, Bldg. 2044, Electro-Optic Technology Division
Crane, Indiana 47522

Cooperation With Civilian Law Enforcement Officials Agreement
Agreement entered into pursuant to SECNAV Instruction 5820.7C and NSWCCRANEINST 5700.1

1a. Federal/State/Local Law Enforcement Agency Name: Gulfport Police Department	2. Agreement Number: N00164LE1228-23
	3. Agreement Start/Renewal Date: AUG 8, 2023
1b. Agency Mailing Address: P.O. Box S Shipping: 2220 15th Street Gulfport, 39501 Gulfport, State: Mississippi Zip Code: 39502	4. Agreement Termination Date: AUG 8, 2024
	5. Estimated Total Cost (See paragraph III Terms and Conditions below): $ 4,800.00

6. Statement of Supplies/Services to be Furnished:

Designation, Nomenclature, Stock Number Replacement Value, & Serial Numbers	Qty	Unit Price	Amount
AN/PVS-18, Night Vision Pocketscope, NSN: 5855-01-433-1217; Repl Value $3,000 each	16	$300.00	$ 4,800.00
Serial Numbers: X6936; X10359; X10435; X10499; X10671; X10675; X10717; X10823; X12196; X12217; X4810; X4947; X5406; X5725; X5961; X6902			
Select an Item		$300.00	$ 0.00
Serial Numbers:			
Select an Item		$300.00	$ 0.00
Serial Numbers:			
Select an Item		$300.00	$ 0.00
Serial Numbers:			
Select an Item		$300.00	$ 0.00
Serial Numbers:			
Select an Item		$300.00	$ 0.00
Serial Numbers:			
Select an Item		$300.00	$ 0.00
Serial Numbers:			
	Total	$ 4,800.00	

7. Points of Contact	
Primary Federal/State/Local Law Enforcement Agency Official (Name):	Financial/Admin Federal/State/Local Law Enforcement Agency POC (Name):
Mayor Billy Hewes	Grants Manager April Gingerella
Phone: (228) 868-5906	Phone: (228) 868-5853 X6125
Fax: (228) 868-5905	Fax: (228) 868-5905
Email:	Email: agingerella@gulfport-ms.gov
Government Law Enforcement Program Manager (Name):	Government Agreement Administrator (Name):
Scott Arthur	**Debbie Owens, CTR**
Phone: **812-854-6650**	Phone: **812-854-4439**
Fax: **812-854-8559**	Fax: **812-854-8559**
Email: scott.d.arthur2.civ@us.navy.mil	Email: electro_optic_loan@us.navy.mil
Government Agreement Administrator (Name):	Government Agreement Administrator (Name):
Nancy Sherfick	**Mary-Ann Miller**
Phone: **812-854-2624**	Phone: **812-854-5140**
Fax: **812-854-8559**	Fax: **812-854-8559**
Email: electro_optic_loan@us.navy.mil	Email: electro_optic_loan@us.navy.mil

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 TO APPROVE AGREEMENT FOR PROFESSIONAL SERVICES WITH OVERSTREET AND ASSOCIATES, PLLC, IN CONNECTION WITH THE COFFEE CREEK SEWER REHABILITATION PROJECT, AND FOR RELATED PURPOSES

WHEREAS, the City of Gulfport desires to contract with Overstreet and Associates, PLLC, to provide engineering services in connection with the Coffee Creek Sewer Rehabilitation Project, a project intended to replace an existing 8" sanitary sewer main with two new 8" mains, including the associated service connections, from properties located to the north and south of a drainage way bounded by 31st and 32nd Avenues in the City of Gulfport and also includes lining the drainage way with a three-sided precast box (U-channel) to allow for future maintenance and the ability to create a stable area for the two new sanitary mains and the backyards of the adjacent neighboring homes; and

WHEREAS, on May 6, 2023, the governing authorities of the City of Gulfport approved the award of the contract for engineering services for the said project to Overstreet and Associates, PLLC, (hereinafter, "Overstreet") subject to contract negotiations and a contract being approved by the governing authorities; and

WHEREAS, as more fully set forth in Exhibit "A" hereto, the scope of services proposed to be performed by Overstreet 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; and

WHEREAS, a proposed Agreement Between Owner and Engineer for Professional Services (including attachments thereto) between the City of Gulfport and Overstreet is attached hereto as Exhibit "A" for review and consideration and approval thereof is believed to be in the best interest of the City of Gulfport.

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 Agreement Between Owner and Engineer for Professional Services between the City of Gulfport and Overstreet in connection with the Coffee Creek Sewer Rehabilitation Project, as attached hereto as Exhibit "A", be and the same is hereby approved in substantially the form attached hereto (Exhibit "A").

SECTION 3. That the Mayor be and he is hereby authorized to execute and deliver the Agreement Between Owner and Engineer for Professional Services between the City of Gulfport and Overstreet and Associates, PLLC, on behalf of the City of Gulfport.

SECTION 4. That this Resolution shall be spread upon the minutes of the Governing Authority and shall be in effect as provided by law.

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

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: October 27, 2023

Re: **Recommendation to Approve Preliminary Engineering Contract**
-Overstreet and Associates, PLLC
-Coffee Creek Sewer Rehabilitation Project

Attached for your consideration is the Preliminary Engineering Services Contract for the referenced project in the Not-to-Exceed amount of $339,000.00. 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.

This project will replace an existing 8" sanitary sewer main with two new 8" mains, including the associated service connections, from properties located to the north and the south of a drainage way bounded by 31st & 32nd Avenue in the City of Gulfport. The project also includes lining the drainage way with a three-sided precast box (U-channel) to allow for future maintenance and the ability to create a stable area for the two new sanitary mains and the backyards of the adjacent neighboring homes.

The total cost of engineering and construction for this project is $2,599,005.00. The project is funded 100% by the Spill Impact Component of the RESTORE Act, provided through the Gulf Coast Ecosystem Restoration Council.

I recommend approval of this item.

Attachments:

1. Letter from Jason Overstreet, P.E. dated October 30, 2023
2. Preliminary Engineering Services Contract

OVERSTREET & ASSOCIATES
CONSULTING ENGINEERS

overstreeteng.com
161 Lameuse St. Suite 203
Biloxi, MS 39530
228.967.7137

October 30, 2023

Mr. Wayne Miller, P.E.
Director of Public Works/Engineering
City of Gulfport
4050 Hewes Ave
Gulfport, MS 39507

RE: Coffee Creek Sewer Rehabilitation
Harrison County

Dear Mr. Miller,

Submitted herewith are three (3) signed originals of the Coffee Creek Sewer Rehabilitation contract. Please execute and return one (1) signed original to our office.

Should you have any questions, please do not hesitate to contact me.

Sincerely,

F. Jason Overstreet, P.E.
President

FJO/st
Enclosure

AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR PROFESSIONAL SERVICES

THIS IS AN AGREEMENT effective as of _____ ("Effective Date") between

CITY OF GULFPORT ("Owner") and

OVERSTREET AND ASSOCIATES PLLC ("Engineer").

Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as follows:
The project will utilize Spill Impact Component of the RESTORE Act funding and consists of replace an existing sanitary sewer main with associated service connections, from properties located to the north and the south of a drainage way bounded by 31st & 32nd Avenue's in the City of Gulfport. The project also includes lining the drainage way with a three-sided concrete box and a concrete box culvert (U-channel) ("Project").

Other terms used in this Agreement are defined in Article 7.

Engineer's services under this Agreement are generally identified as follows:
Surveying, development of construction plans/specifications, preparation of easements/right-of-way maps (if needed) and deeds for purchases, right of entries, environmental related services, bidding phase services, construction engineering, and inspection services.

Owner and Engineer further agree as follows:

ARTICLE 1 – SERVICES OF ENGINEER

1.01 *Scope*

A. Engineer shall provide, or cause to be provided, the services set forth herein and in Exhibit A.

ARTICLE 2 – OWNER'S RESPONSIBILITIES

2.01 *General*

A. Owner shall have the responsibilities set forth herein and in Exhibit B.

B. Owner shall pay Engineer as set forth in Article 4 and Exhibit C.

C. Owner shall be responsible for all requirements and instructions that it furnishes to Engineer pursuant to this Agreement, and for the accuracy and completeness of all programs, reports, data, and other information furnished by Owner to Engineer pursuant to this Agreement. Engineer may use and rely upon such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement, subject to any express limitations or reservations applicable to the furnished items.

D. Owner shall give prompt written notice to Engineer whenever Owner observes or otherwise becomes aware of:

1. any development that affects the scope or time of performance of Engineer's services;

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2. the presence at the Site of any Constituent of Concern; or

3. any relevant, material defect or nonconformance in: (a) Engineer's services, (b) the Work, (c) the performance of any Constructor, or (d) Owner's performance of its responsibilities under this Agreement.

ARTICLE 3 – SCHEDULE FOR RENDERING SERVICES

3.01 *Commencement*

A. Engineer is authorized to begin rendering services as of the Effective Date.

3.02 *Time for Completion*

A. Engineer shall complete its obligations within a reasonable time. Specific periods of time for rendering services, or specific dates by which services are to be completed, are provided in Exhibit A, and are hereby agreed to be reasonable.

B. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer's services is impaired, or Engineer's services are delayed or suspended, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.

C. If Owner authorizes changes in the scope, extent, or character of the Project or Engineer's services, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.

D. Owner shall make decisions and carry out its other responsibilities in a timely manner so as not to delay the Engineer's performance of its services.

E. If Engineer fails, through its own fault, to complete the performance required in this Agreement within the time set forth, as duly adjusted, then Owner shall be entitled, as its sole remedy, to the recovery of direct damages, if any, resulting from such failure.

ARTICLE 4 – INVOICES AND PAYMENTS

4.01 *Invoices*

A. *Preparation and Submittal of Invoices:* Engineer shall prepare invoices in accordance with its standard invoicing practices and the terms of Exhibit C. Engineer shall submit its invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt.

4.02 *Payments*

A. *Application to Interest and Principal:* Payment will be credited first to any interest owed to Engineer and then to principal.

B. *Failure to Pay*: If Owner fails to make any payment due Engineer for services and expenses within 30 days after receipt of Engineer's invoice, then:

~~1. amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day; and~~

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2. Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement until Owner has paid in full all amounts due for services, expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension.

C. *Disputed Invoices:* If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise Engineer in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion subject to the terms of Paragraph 4.01.

D. *Sales or Use Taxes:* If after the Effective Date any governmental entity takes a legislative action that imposes additional sales or use taxes on Engineer's services or compensation under this Agreement, then Engineer may invoice such additional sales or use taxes for reimbursement by Owner. Owner shall reimburse Engineer for the cost of such invoiced additional sales or use taxes; such reimbursement shall be in addition to the compensation to which Engineer is entitled under the terms of Exhibit C.

ARTICLE 5 – OPINIONS OF COST

5.01 *Opinions of Probable Construction Cost*

A. Engineer's opinions (if any) of probable Construction Cost are to be made on the basis of Engineer's experience, qualifications, and general familiarity with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by Engineer. If Owner requires greater assurance as to probable Construction Cost, then Owner agrees to obtain an independent cost estimate.

~~5.02 *Designing to Construction Cost Limit*~~

~~A. If a Construction Cost limit is established between Owner and Engineer, such Construction Cost limit and a statement of Engineer's rights and responsibilities with respect thereto will be specifically set forth in Exhibit F to this Agreement.~~

5.03 *Opinions of Total Project Costs*

A. The services, if any, of Engineer with respect to Total Project Costs shall be limited to assisting the Owner in tabulating the various categories that comprise Total Project Costs. Engineer assumes no responsibility for the accuracy of any opinions of Total Project Costs.

ARTICLE 6 – GENERAL CONSIDERATIONS

6.01 *Standards of Performance*

A. *Standard of Care:* The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or

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implied, under this Agreement or otherwise, in connection with any services performed or furnished by Engineer.

B. *Technical Accuracy:* Owner shall not be responsible for discovering deficiencies in the technical accuracy of Engineer's services. Engineer shall correct deficiencies in technical accuracy without additional compensation, unless such corrective action is directly attributable to deficiencies in Owner-furnished information.

C. *Consultants:* Engineer may retain such Consultants as Engineer deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objections by Owner.

D. *Reliance on Others:* Subject to the standard of care set forth in Paragraph 6.01.A, Engineer and its Consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.

E. *Compliance with Laws and Regulations, and Policies and Procedures:*

1. Engineer and Owner shall comply with applicable Laws and Regulations.

2. Engineer shall comply with any and all policies, procedures, and instructions of Owner that are applicable to Engineer's performance of services under this Agreement and that Owner provides to Engineer in writing, subject to the standard of care set forth in Paragraph 6.01.A, and to the extent compliance is not inconsistent with professional practice requirements.

3. This Agreement is based on Laws and Regulations and Owner-provided written policies and procedures as of the Effective Date. The following may be the basis for modifications to Owner's responsibilities or to Engineer's scope of services, times of performance, or compensation:

   a. changes after the Effective Date to Laws and Regulations;

   b. the receipt by Engineer after the Effective Date of Owner-provided written policies and procedures;

   c. changes after the Effective Date to Owner-provided written policies or procedures.

F. Engineer shall not be required to sign any document, no matter by whom requested, that would result in the Engineer having to certify, guarantee, or warrant the existence of conditions whose existence the Engineer cannot ascertain. Owner agrees not to make resolution of any dispute with the Engineer or payment of any amount due to the Engineer in any way contingent upon the Engineer signing any such document.

G. The general conditions for any construction contract documents prepared hereunder are to be EJCDC® C-700 "Standard General Conditions of the Construction Contract" (2013 Edition), prepared by the Engineers Joint Contract Documents Committee, unless expressly indicated otherwise in Exhibit J or elsewhere in this Agreement.

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H. Engineer shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Site, nor for any failure of a Constructor to comply with Laws and Regulations applicable to that Constructor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Constructor.

I. Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's, failure to furnish and perform the Work in accordance with the Construction Contract Documents.

J. Engineer shall not be responsible for any decision made regarding the Construction Contract Documents, or any application, interpretation, clarification, or modification of the Construction Contract Documents, other than those made by Engineer or its Consultants.

K. Engineer is not required to provide and does not have any responsibility for surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements.

L. Engineer's services do not include providing legal advice or representation.

M. Engineer's services do not include (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission, or (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances.

N. While at the Site, Engineer, its Consultants, and their employees and representatives shall comply with the applicable requirements of Contractor's and Owner's safety programs of which Engineer has been informed in writing.

6.02 *Design Without Construction Phase Services*

A. Engineer shall be responsible only for those Construction Phase services expressly required of Engineer in Exhibit A, Paragraph A1.05. With the exception of such expressly required services, Engineer shall have no design, Shop Drawing review, or other obligations during construction, and Owner assumes all responsibility for the application and interpretation of the Construction Contract Documents, review and response to Contractor claims, Construction Contract administration, processing of Change Orders and submittals, revisions to the Construction Contract Documents during construction, construction observation and review, review of Contractor's payment applications, and all other necessary Construction Phase administrative, engineering, and professional services. Owner waives all claims against the Engineer that may be connected in any way to Construction Phase administrative, engineering, or professional services except for those services that are expressly required of Engineer in Exhibit A.

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6.03 *Use of Documents*

A. All Documents are instruments of service, and Engineer shall retain an ownership and property interest therein (including the copyright and the right of reuse at the discretion of the Engineer) whether or not the Project is completed.

B. If Engineer is required to prepare or furnish Drawings or Specifications under this Agreement, Engineer shall deliver to Owner at least one original printed record version of such Drawings and Specifications, signed and sealed according to applicable Laws and Regulations.

C. Owner may make and retain copies of Documents for information and reference in connection with the use of the Documents on the Project. Engineer grants Owner a limited license to use the Documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment due and owing for all services relating to preparation of the Documents, and subject to the following limitations: (1) Owner acknowledges that such Documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer; (2) any such use or reuse, or any modification of the Documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and Consultants; (3) Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the Documents without written verification, completion, or adaptation by Engineer; and (4) such limited license to Owner shall not create any rights in third parties.

D. If Engineer at Owner's request verifies the suitability of the Documents, completes them, or adapts them for extensions of the Project or for any other purpose, then Owner shall compensate Engineer at rates or in an amount to be agreed upon by Owner and Engineer.

6.04 *Electronic Transmittals*

A. Owner and Engineer may transmit, and shall accept, Project-related correspondence, Documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, in accordance with a mutually agreeable protocol.

B. If this Agreement does not establish protocols for electronic or digital transmittals, then Owner and Engineer shall jointly develop such protocols.

C. When transmitting items in electronic media or digital format, the transmitting party makes no representations as to long term compatibility, usability, or readability of the items resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the items, or from those established in applicable transmittal protocols.

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6.05 *Insurance*

A. Engineer shall procure and maintain insurance as set forth in Exhibit G. Engineer shall cause Owner to be listed as an additional insured on any applicable general liability insurance policy carried by Engineer.

~~B. Owner shall procure and maintain insurance as set forth in Exhibit G. Owner shall cause Engineer and its Consultants to be listed as additional insureds on any general liability policies carried by Owner, which are applicable to the Project.~~

C. Owner shall require Contractor to purchase and maintain policies of insurance covering workers' compensation, general liability, motor vehicle damage and injuries, and other insurance necessary to protect Owner's and Engineer's interests in the Project. Owner shall require Contractor to cause Engineer and its Consultants to be listed as additional insureds with respect to such liability insurance purchased and maintained by Contractor for the Project.

D. Owner and Engineer shall each deliver to the other certificates of insurance evidencing the coverages indicated in Exhibit G. Such certificates shall be furnished prior to commencement of Engineer's services and at renewals thereafter during the life of the Agreement.

E. All policies of property insurance relating to the Project, including but not limited to any builder's risk policy, shall allow for waiver of subrogation rights and contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any insured thereunder or against Engineer or its Consultants. Owner and Engineer waive all rights against each other, Contractor, the Consultants, and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils or causes of loss covered by any builder's risk policy and any other property insurance relating to the Project. Owner and Engineer shall take appropriate measures in other Project-related contracts to secure waivers of rights consistent with those set forth in this paragraph.

F. All policies of insurance shall contain a provision or endorsement that the coverage afforded will not be canceled or reduced in limits by endorsement, and that renewal will not be refused, until at least 10 days prior written notice has been given to the primary insured. Upon receipt of such notice, the receiving party shall promptly forward a copy of the notice to the other party to this Agreement.

G. At any time, Owner may request that Engineer or its Consultants, at Owner's sole expense, provide additional insurance coverage, increased limits, or revised deductibles that are more protective than those specified in Exhibit G. If so requested by Owner, and if commercially available, Engineer shall obtain and shall require its Consultants to obtain such additional insurance coverage, different limits, or revised deductibles for such periods of time as requested by Owner, and Exhibit G will be supplemented to incorporate these requirements.

6.06 *Suspension and Termination*

A. *Suspension:*

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1. *By Owner*: Owner may suspend the Project for up to 90 days upon seven days written notice to Engineer.

2. *By Engineer*: Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement if Owner has failed to pay Engineer for invoiced services and expenses, as set forth in Paragraph 4.02.B, or in response to the presence of Constituents of Concern at the Site, as set forth in Paragraph 6.10.D.

B. *Termination*: The obligation to provide further services under this Agreement may be terminated:

1. For cause,

a. by either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.

b. by Engineer:

1) upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or

2) upon seven days written notice if the Engineer's services for the Project are delayed or suspended for more than 90 days for reasons beyond Engineer's control, or as the result of the presence at the Site of undisclosed Constituents of Concern, as set forth in Paragraph 6.10.D.

3) Engineer shall have no liability to Owner on account of such termination.

c. Notwithstanding the foregoing, this Agreement will not terminate under Paragraph 6.06.B.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. For convenience, by Owner effective upon Engineer's receipt of notice from Owner.

C. *Effective Date of Termination:* The terminating party under Paragraph 6.06.B may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to demobilize personnel and equipment from the Site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

D. *Payments Upon Termination:*

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1. In the event of any termination under Paragraph 6.06, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all Reimbursable Expenses incurred through the effective date of termination. Upon making such payment, Owner shall have the limited right to the use of Documents, at Owner's sole risk, subject to the provisions of Paragraph 6.03.

2. In the event of termination by Owner for convenience or by Engineer for cause, Engineer shall be entitled, in addition to invoicing for those items identified in Paragraph 6.06.D.1, to invoice Owner and receive payment of a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with Engineer's Consultants, and other related close-out costs, using methods and rates for Additional Services as set forth in Exhibit C.

6.07 *Controlling Law*

A. This Agreement is to be governed by the Laws and Regulations of the state in which the Project is located.

6.08 *Successors, Assigns, and Beneficiaries*

A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 6.08.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.

B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, money that is due or may become due) in this Agreement without the written consent of the other party, except to the extent that any assignment, subletting, or transfer is mandated by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

C. Unless expressly provided otherwise in this Agreement:

1. Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Constructor, other third-party individual or entity, or to any surety for or employee of any of them.

2. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.

3. Owner agrees that the substance of the provisions of this Paragraph 6.08.C shall appear in the Construction Contract Documents.

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6.09 *Dispute Resolution*

A. Owner and Engineer agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice prior to invoking the procedures of Exhibit H or other provisions of this Agreement, or exercising their rights at law.

B. If the parties fail to resolve a dispute through negotiation under Paragraph 6.09.A, then either or both may invoke the procedures of Exhibit H. If Exhibit H is not included, or if no dispute resolution method is specified in Exhibit H, then the parties may exercise their rights at law.

6.10 *Environmental Condition of Site*

A. Owner represents to Engineer that as of the Effective Date to the best of Owner's knowledge no Constituents of Concern, other than those disclosed in writing to Engineer, exist at or adjacent to the Site.

B. If Engineer encounters or learns of an undisclosed Constituent of Concern at the Site, then Engineer shall notify (1) Owner and (2) appropriate governmental officials if Engineer reasonably concludes that doing so is required by applicable Laws or Regulations.

C. It is acknowledged by both parties that Engineer's scope of services does not include any services related to unknown or undisclosed Constituents of Concern. If Engineer or any other party encounters, uncovers, or reveals an undisclosed Constituent of Concern, then Owner shall promptly determine whether to retain a qualified expert to evaluate such condition or take any necessary corrective action.

D. If investigative or remedial action, or other professional services, are necessary with respect to undisclosed Constituents of Concern, or if investigative or remedial action beyond that reasonably contemplated is needed to address a disclosed or known Constituent of Concern, then Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until such portion of the Project is no longer affected.

E. If the presence at the Site of undisclosed Constituents of Concern adversely affects the performance of Engineer's services under this Agreement, then the Engineer shall have the option of (1) accepting an equitable adjustment in its compensation or in the time of completion, or both; or (2) terminating this Agreement for cause on seven days notice.

F. Owner acknowledges that Engineer is performing professional services for Owner and that Engineer is not and shall not be required to become an "owner," "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended, which are or may be encountered at or near the Site in connection with Engineer's activities under this Agreement.

6.11 *Indemnification and Mutual Waiver*

A. *Indemnification by Engineer:* To the fullest extent permitted by Laws and Regulations, Engineer shall indemnify and hold harmless Owner, and Owner's officers, directors, members, partners, agents, consultants, and employees, from losses, damages, and

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judgments (including reasonable consultants' and attorneys' fees and expenses) arising from third-party claims or actions relating to the Project, provided that any such claim, action, loss, damages, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Engineer or Engineer's officers, directors, members, partners, agents, employees, or Consultants. **This indemnification provision is subject to and limited by the provisions, if any, agreed to by Owner and Engineer in Exhibit I, "Limitations of Liability."**

B. *Indemnification by Owner:* Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants as required by Laws and Regulations **and to the extent (if any) required in Exhibit I, "Limitations of Liability."**

C. *Environmental Indemnification:* To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants from all claims, costs, losses, damages, actions, and judgments (including reasonable consultants' and attorneys fees and expenses) caused by, arising out of, relating to, or resulting from a Constituent of Concern at, on, or under the Site, provided that (1) any such claim, cost, loss, damages, action, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, and (2) nothing in this paragraph shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence or willful misconduct.

D. *No Defense Obligation:* The indemnification commitments in this Agreement do not include a defense obligation by the indemnitor unless such obligation is expressly stated.

E. *Percentage Share of Negligence:* To the fullest extent permitted by Laws and Regulations, a party's total liability to the other party and anyone claiming by, through, or under the other party for any cost, loss, or damages caused in part by the negligence of the party and in part by the negligence of the other party or any other negligent entity or individual, shall not exceed the percentage share that the party's negligence bears to the total negligence of Owner, Engineer, and all other negligent entities and individuals.

F. *Mutual Waiver:* To the fullest extent permitted by Laws and Regulations, Owner and Engineer waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project, from any cause or causes.

6.12 *Records Retention*

A. Engineer shall maintain on file in legible form, for a period of five years following completion or termination of its services, all Documents, records (including cost records), and design calculations related to Engineer's services or pertinent to Engineer's performance under this Agreement. Upon Owner's request, Engineer shall provide a copy of any such item to Owner at cost.

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6.13 *Miscellaneous Provisions*

A. *Notices:* Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page and given personally, by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.

B. *Survival:* All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.

C. *Severability:* Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Engineer, which agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

D. *Waiver:* A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

E. *Accrual of Claims:* To the fullest extent permitted by Laws and Regulations, all causes of action arising under this Agreement shall be deemed to have accrued, and all statutory periods of limitation shall commence, no later than the date of Substantial Completion.

ARTICLE 7 – DEFINITIONS

7.01 *Defined Terms*

A. Wherever used in this Agreement (including the Exhibits hereto) terms (including the singular and plural forms) printed with initial capital letters have the meanings indicated in the text above, in the exhibits, or in the following definitions:

1. *Addenda*—Written or graphic instruments issued prior to the opening of bids which clarify, correct, or change the bidding requirements or the proposed Construction Contract Documents.

2. *Additional Services*—The services to be performed for or furnished to Owner by Engineer in accordance with Part 2 of Exhibit A of this Agreement.

3. *Agreement*—This written contract for professional services between Owner and Engineer, including all exhibits identified in Paragraph 8.01 and any duly executed amendments.

4. *Application for Payment*—The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Construction Contract.

5. *Basic Services*—The services to be performed for or furnished to Owner by Engineer in accordance with Part 1 of Exhibit A of this Agreement.

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6. *Change Order*—A document which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Construction Contract Price or the Construction Contract Times, or other revision to the Construction Contract, issued on or after the effective date of the Construction Contract.

7. *Change Proposal*—A written request by Contractor, duly submitted in compliance with the procedural requirements set forth in the Construction Contract, seeking an adjustment in Construction Contract Price or Construction Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Construction Contract Documents or the acceptability of Work under the Construction Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Construction Contract.

8. *Constituent of Concern*—Asbestos, petroleum, radioactive material, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. ("CERCLA"); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5501 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. ("RCRA"); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, State, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

9. *Construction Contract*—The entire and integrated written contract between the Owner and Contractor concerning the Work.

10. *Construction Contract Documents*—Those items designated as "Contract Documents" in the Construction Contract, and which together comprise the Construction Contract.

11. *Construction Contract Price*—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Construction Contract Documents.

12. *Construction Contract Times*—The number of days or the dates by which Contractor shall: (a) achieve milestones, if any, in the Construction Contract; (b) achieve Substantial Completion; and (c) complete the Work.

13. *Construction Cost*—The cost to Owner of the construction of those portions of the entire Project designed or specified by or for Engineer under this Agreement, including construction labor, services, materials, equipment, insurance, and bonding costs, and allowances for contingencies. Construction Cost does not include costs of services of Engineer or other design professionals and consultants; cost of land or rights-of-way, or compensation for damages to property; Owner's costs for legal, accounting, insurance counseling, or auditing services; interest or financing charges incurred in connection with the Project; or the cost of other services to be provided by others to Owner. Construction Cost is one of the items comprising Total Project Costs.

14. *Constructor*—Any person or entity (not including the Engineer, its employees, agents, representatives, and Consultants), performing or supporting construction activities relating to the Project, including but not limited to Contractors, Subcontractors, Suppliers,

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Owner's work forces, utility companies, other contractors, construction managers, testing firms, shippers, and truckers, and the employees, agents, and representatives of any or all of them.

15. *Consultants*—Individuals or entities having a contract with Engineer to furnish services with respect to this Project as Engineer's independent professional associates and consultants; subcontractors; or vendors.

16. *Contractor*—The entity or individual with which Owner enters into a Construction Contract.

17. *Documents*—Data, reports, Drawings, Specifications, Record Drawings, building information models, civil integrated management models, and other deliverables, whether in printed or electronic format, provided or furnished in appropriate phases by Engineer to Owner pursuant to this Agreement.

18. *Drawings*—That part of the Construction Contract Documents that graphically shows the scope, extent, and character of the Work to be performed by Contractor.

19. *Effective Date*—The date indicated in this Agreement on which it becomes effective, but if no such date is indicated, the date on which this Agreement is signed and delivered by the last of the parties to sign and deliver.

20. *Engineer*—The individual or entity named as such in this Agreement.

21. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but does not change the Construction Contract Price or the Construction Contract Times.

22. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

23. *Owner*—The individual or entity named as such in this Agreement and for which Engineer's services are to be performed. Unless indicated otherwise, this is the same individual or entity that will enter into any Construction Contracts concerning the Project.

24. *Project*—The total undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the services to be performed or furnished by Engineer under this Agreement are a part.

25. *Record Drawings*—Drawings depicting the completed Project, or a specific portion of the completed Project, prepared by Engineer as an Additional Service and based on Contractor's record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications, as delivered to Engineer and annotated by Contractor to show changes made during construction.

26. *Reimbursable Expenses*—The expenses incurred directly by Engineer in connection with the performing or furnishing of Basic Services and Additional Services for the Project.

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27. *Resident Project Representative*—The authorized representative of Engineer assigned to assist Engineer at the Site during the Construction Phase. As used herein, the term Resident Project Representative or "RPR" includes any assistants or field staff of Resident Project Representative. The duties and responsibilities of the Resident Project Representative, if any, are as set forth in Exhibit D.

28. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.

29. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Construction Contract Documents.

30. *Site*—Lands or areas to be indicated in the Construction Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands furnished by Owner which are designated for the use of Contractor.

31. *Specifications*—The part of the Construction Contract Documents that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.

32. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work.

33. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Construction Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms “substantially complete” and “substantially completed” as applied to all or part of the Work refer to Substantial Completion thereof.

34. *Supplier*—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.

35. *Total Project Costs*—The total cost of planning, studying, designing, constructing, testing, commissioning, and start-up of the Project, including Construction Cost and all other Project labor, services, materials, equipment, insurance, and bonding costs, allowances for contingencies, and the total costs of services of Engineer or other design professionals and consultants, together with such other Project-related costs that Owner furnishes for inclusion, including but not limited to cost of land, rights-of-way, compensation for damages to properties, Owner’s costs for legal, accounting, insurance counseling, and auditing services, interest and financing charges incurred in connection with the Project, and the cost of other services to be provided by others to Owner.

36. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Construction Contract Documents. Work includes and

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is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Construction Contract Documents.

37. *Work Change Directive*—A written directive to Contractor issued on or after the effective date of the Construction Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.

B. *Day*:

1. The word "day" means a calendar day of 24 hours measured from midnight to the next midnight.

ARTICLE 8 – EXHIBITS AND SPECIAL PROVISIONS

8.01 *Exhibits Included:*

A. Exhibit A, Engineer's Services.

B. Exhibit B, Owner's Responsibilities.

C. Exhibit C, Payments to Engineer for Services and Reimbursable Expenses.

D. Exhibit D, Duties, Responsibilities and Limitations of Authority of Resident Project Representative.

E. Exhibit E, Notice of Acceptability of Work.

~~F. Exhibit F, Construction Cost Limit.~~

G. Exhibit G, Insurance.

~~H. Exhibit H, Dispute Resolution.~~

~~I. Exhibit I, Limitations of Liability.~~

~~J. Exhibit J, Special Provisions.~~

K. Exhibit K, Amendment to Owner-Engineer Agreement.

L. *Exhibit L, MDEQ Required Attachments for RESTORE Oil Spill Impact Component Professional Service Contracts (State and Non-State Agencies – Template Version 11.19.2020)*

8.02 *Total Agreement*

A. This Agreement, (together with the exhibits included above) constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a written instrument duly executed by both parties. Amendments should be based whenever possible on the format of Exhibit K to this Agreement.

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8.03 *Designated Representatives*

A. With the execution of this Agreement, Engineer and Owner shall designate specific individuals to act as Engineer's and Owner's representatives with respect to the services to be performed or furnished by Engineer and responsibilities of Owner under this Agreement. Such an individual shall have authority to transmit instructions, receive information, and render decisions relative to this Agreement on behalf of the respective party whom the individual represents.

8.04 *Engineer's Certifications*

A. Engineer certifies that it has not engaged in corrupt, fraudulent, or coercive practices in competing for or in executing the Agreement. For the purposes of this Paragraph 8.04:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the selection process or in the Agreement execution;

2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the selection process or the execution of the Agreement to the detriment of Owner, or (b) to deprive Owner of the benefits of free and open competition;

3. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the selection process or affect the execution of the Agreement.

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

Owner: City of Gulfport

By: _____

Print name: Billy Hewes

Title: Mayor

Date Signed: _____

Engineer: Overstreet and Associates PLLC

By: F. Jason Overstreet

Print name: F. Jason Overstreet, P.E.

Title: President

Date Signed: 10.4.2023

Engineer License or Firm's Certificate No. (if required):
18601

State of: Mississippi

Address for Owner's receipt of notices:
P.O. Box 1780
Gulfport, MS 39502

Address for Engineer's receipt of notices:
161 Lameuse Street, Suite 203
Biloxi, MS 39530

Designated Representative (Paragraph 8.03.A):
Wayne Miller, P.E.

Title: Director of Public Works/Engineering

Phone Number: 228.868.5740

E-Mail Address: wmiller@gulfport-ms.gov

Designated Representative (Paragraph 8.03.A):
F. Jason Overstreet, P.E.

Title: President

Phone Number: 228.967.7137

E-Mail Address: jason@overstreeteng.com

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This is EXHIBIT A, consisting of [ ] pages, referred to in and part of the Agreement between Owner and Engineer for Professional Services dated _____, 2023.

Engineer's Services

Article 1 of the Agreement is supplemented to include the following agreement of the parties.

Engineer shall provide Basic and Additional Services as set forth below.

PART 1 – BASIC SERVICES

~~A1.01 *Study and Report Phase*~~

~~A. Engineer shall:~~

~~1. Consult with Owner to define and clarify Owner's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations, and identify available data, information, reports, facilities plans, and site evaluations.~~

~~a. If Owner has already identified one or more potential solutions to meet its Project requirements, then proceed with the study and evaluation of such potential solutions: [ ] *[List the specific potential solutions here.]*~~

~~b. If Owner has not identified specific potential solutions for study and evaluation, then assist Owner in determining whether Owner's requirements, and available data, reports, plans, and evaluations, point to a single potential solution for Engineer's study and evaluation, or are such that it will be necessary for Engineer to identify, study, and evaluate multiple potential solutions.~~

~~c. If it is necessary for Engineer to identify, study, and evaluate multiple potential solutions, then identify [ ] *[insert specific number]* alternative solutions potentially available to Owner, unless Owner and Engineer mutually agree that some other specific number of alternatives should be identified, studied, and evaluated.~~

~~2. Identify potential solution(s) to meet Owner's Project requirements, as needed.~~

~~3. Study and evaluate the potential solution(s) to meet Owner's Project requirements.~~

~~4. Visit the Site, or potential Project sites, to review existing conditions and facilities, unless such visits are not necessary or applicable to meeting the objectives of the Study and Report Phase.~~

~~5. Advise Owner of any need for Owner to obtain, furnish, or otherwise make available to Engineer additional Project-related data and information, for Engineer's use in the study and evaluation of potential solution(s) to Owner's Project requirements, and preparation of a related report.~~

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6. After consultation with Owner, recommend to Owner the solution(s) which in Engineer's judgment meet Owner's requirements for the Project.

7. Identify, consult with, and analyze requirements of governmental authorities having jurisdiction to approve the portions of the Project to be designed or specified by Engineer, including but not limited to mitigating measures identified in an environmental assessment for the Project.

8. Prepare a report (the "Report") which will, as appropriate, contain schematic layouts, sketches, and conceptual design criteria with appropriate exhibits to indicate the agreed-to requirements, considerations involved, and Engineer's recommended solution(s). For each recommended solution Engineer will provide the following, which will be separately itemized: opinion of probable Construction Cost; proposed allowances for contingencies; the estimated total costs of design, professional, and related services to be provided by Engineer and its Consultants; and, on the basis of information furnished by Owner, a tabulation of other items and services included within the definition of Total Project Costs.

9. Advise Owner of any need for Owner to provide data or services of the types described in Exhibit B, for use in Project design, or in preparation for Contractor selection and construction.

10. When mutually agreed, assist Owner in evaluating the possible use of building information modeling; civil integrated management; geotechnical baselining of subsurface site conditions; innovative design, contracting, or procurement strategies; or other strategies, technologies, or techniques for assisting in the design, construction, and operation of Owner's facilities. The subject matter of this paragraph shall be referred to in Exhibit A and B as "Project Strategies, Technologies, and Techniques."

11. If requested to do so by Owner, assist Owner in identifying opportunities for enhancing the sustainability of the Project, and pursuant to Owner's instructions plan for the inclusion of sustainable features in the design.

12. Use ASCE 38, "Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data" as a means to advise the Owner on a recommended scope of work and procedure for the identification and mapping of existing utilities.

13. Develop a scope of work and survey limits for any topographic and other surveys necessary for design.

14. Perform or provide the following other Study and Report Phase tasks or deliverables: [ ] *[List any such tasks or deliverables here.]*

15. Furnish [ ] review copies of the Report and any other Study and Report Phase deliverables to Owner within [ ] days of the Effective Date and review it with Owner. Within [ ] days of receipt, Owner shall submit to Engineer any comments regarding the furnished items.

16. Revise the Report and any other Study and Report Phase deliverables in response to Owner's comments, as appropriate, and furnish [ ] copies of the revised Report and

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~~any other Study and Report Phase deliverables to the Owner within [ ] days of receipt of Owner's comments.~~

~~B. Engineer's services under the Study and Report Phase will be considered complete on the date when Engineer has delivered to Owner the revised Report and any other Study and Report Phase deliverables.~~

A1.02 *Preliminary Design Phase*

A. After acceptance by Owner of the Report and any other Study and Report Phase deliverables; selection by Owner of a recommended solution; issuance by Owner of any instructions of for use of Project Strategies, Technologies, and Techniques, or for inclusion of sustainable features in the design; and indication by Owner of any specific modifications or changes in the scope, extent, character, or design requirements of the Project desired by Owner, (1) Engineer and Owner shall discuss and resolve any necessary revisions to Engineer's compensation (through application of the provisions regarding Additional Services, or otherwise), or the time for completion of Engineer's services, resulting from the selected solution, related Project Strategies, Technologies, or Techniques, sustainable design instructions, or specific modifications to the Project, and (2) upon written authorization from Owner, Engineer shall:

1. Prepare Preliminary Design Phase documents consisting of final design criteria, preliminary drawings, outline specifications, and written descriptions of the Project.

2. In preparing the Preliminary Design Phase documents, use any specific applicable Project Strategies, Technologies, and Techniques authorized by Owner during or following the Study and Report Phase, and include sustainable features, as appropriate, pursuant to Owner's instructions.

3. Provide necessary field surveys and topographic and utility mapping for Engineer's design purposes. Comply with the scope of work and procedure for the identification and mapping of existing utilities selected and authorized by Owner pursuant to advice from Engineer based on ASCE 38, "Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data," as set forth in Paragraph A1.01.A.12 above. If no such scope of work and procedure for utility mapping has been selected and authorized, then at a minimum the utility mapping will include Engineer contacting utility owners and obtaining available information.

4. Visit the Site as needed to prepare the Preliminary Design Phase documents.

5. Advise Owner if additional reports, data, information, or services of the types described in Exhibit B are necessary and assist Owner in obtaining such reports, data, information, or services.

6. Continue to assist Owner with Project Strategies, Technologies, and Techniques that Owner has chosen to implement.

7. Based on the information contained in the Preliminary Design Phase documents, prepare a revised opinion of probable Construction Cost, and assist Owner in tabulating the various cost categories which comprise Total Project Costs.

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8. Obtain and review Owner's instructions regarding Owner's procurement of construction services (including instructions regarding advertisements for bids, instructions to bidders, and requests for proposals, as applicable), Owner's construction contract practices and requirements, insurance and bonding requirements, electronic transmittals during construction, and other information necessary for the finalization of Owner's bidding-related documents (or requests for proposals or other construction procurement documents), and Construction Contract Documents. Also obtain and review copies of Owner's design and construction standards, Owner's standard forms, general conditions (if other than EJCDC® C-700, Standard General Conditions of the Construction Contract, 2013 Edition), supplementary conditions, text, and related documents or content for Engineer to include in the draft bidding-related documents (or requests for proposals or other construction procurement documents), and in the draft Construction Contract Documents, when applicable.

9. Perform or provide the following other Preliminary Design Phase tasks or deliverables: NONE.

10. Furnish 2 review copies of the Preliminary Design Phase documents, opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables to Owner within 180 days of authorization to proceed with this phase, and review them with Owner. Within 30 days of receipt, Owner shall submit to Engineer any comments regarding the furnished items.

11. Revise the Preliminary Design Phase documents, opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables in response to Owner's comments, as appropriate, and furnish to Owner 2 copies of the revised Preliminary Design Phase documents, revised opinion of probable Construction Cost, and any other deliverables within 45 days after receipt of Owner's comments.

B. Engineer's services under the Preliminary Design Phase will be considered complete on the date when Engineer has delivered to Owner the revised Preliminary Design Phase documents, revised opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables.

A1.03 *Final Design Phase*

A. After acceptance by Owner of the Preliminary Design Phase documents, revised opinion of probable Construction Cost as determined in the Preliminary Design Phase, and any other Preliminary Design Phase deliverables, subject to any Owner-directed modifications or changes in the scope, extent, character, or design requirements of or for the Project, and upon written authorization from Owner, Engineer shall:

1. Prepare final Drawings and Specifications indicating the scope, extent, and character of the Work to be performed and furnished by Contractor.

2. Visit the Site as needed to assist in preparing the final Drawings and Specifications.

3. Provide technical criteria, written descriptions, and design data for Owner's use in filing applications for permits from or approvals of governmental authorities having jurisdiction to review or approve the final design; assist Owner in consultations with such

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authorities; and revise the Drawings and Specifications in response to directives from such authorities, as appropriate.

4. Advise Owner of any recommended adjustments to the opinion of probable Construction Cost.

5. After consultation with Owner, include in the Construction Contract Documents any specific protocols for the transmittal of Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website. Any such protocols shall be applicable to transmittals between and among Owner, Engineer, and Contractor during the Construction Phase and Post-Construction Phase, and unless agreed otherwise shall supersede any conflicting protocols previously established for transmittals between Owner and Engineer.

6. Assist Owner in assembling known reports and drawings of Site conditions, and in identifying the technical data contained in such reports and drawings upon which bidders or other prospective contractors may rely.

7. In addition to preparing the final Drawings and Specifications, assemble drafts of other Construction Contract Documents based on specific instructions and contract forms, text, or content received from Owner.

8. Prepare or assemble draft bidding-related documents (or requests for proposals or other construction procurement documents), based on the specific bidding or procurement-related instructions and forms, text, or content received from Owner.

9. Perform or provide the following other Final Design Phase tasks or deliverables: NONE.

10. Furnish for review by Owner, its legal counsel, and other advisors, 2 copies of the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables, within 60 days of authorization to proceed with the Final Design Phase, and review them with Owner. Within 30 days of receipt, Owner shall submit to Engineer any comments regarding the furnished items, and any instructions for revisions.

11. Revise the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables in accordance with comments and instructions from the Owner, as appropriate, and submit 2 final copies of such documents to Owner within 60 days after receipt of Owner's comments and instructions.

B. Engineer's services under the Final Design Phase will be considered complete on the date when Engineer has delivered to Owner the final Drawings and Specifications, other assembled Construction Contract Documents, bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables.

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C. In the event that the Work designed or specified by Engineer is to be performed or furnished under more than one prime contract, or if Engineer's services are to be separately sequenced with the work of one or more prime Contractors (such as in the case of fast-tracking), Owner and Engineer shall, prior to commencement of the Final Design Phase, develop a schedule for performance of Engineer's services during the Final Design, Bidding or Negotiating, Construction, and Post-Construction Phases in order to sequence and coordinate properly such services as are applicable to the work under such separate prime contracts. This schedule is to be prepared and included in or become an amendment to Exhibit A whether or not the work under such contracts is to proceed concurrently.

D. The number of prime contracts for Work designed or specified by Engineer upon which the Engineer's compensation has been established under this Agreement is ONE (1). If more prime contracts are awarded, Engineer shall be entitled to an equitable increase in its compensation under this Agreement.

A1.04 *Bidding or Negotiating Phase*

A. After acceptance by Owner of the final Drawings and Specifications, other Construction Contract Documents, bidding-related documents (or requests for proposals or other construction procurement documents), and the most recent opinion of probable Construction Cost as determined in the Final Design Phase, and upon written authorization by Owner to proceed, Engineer shall:

1. Assist Owner in advertising for and obtaining bids or proposals for the Work, assist Owner in issuing assembled design, contract, and bidding-related documents (or requests for proposals or other construction procurement documents) to prospective contractors, and, where applicable, maintain a record of prospective contractors to which documents have been issued, attend pre-bid conferences, if any, and receive and process contractor deposits or charges for the issued documents.

2. Prepare and issue Addenda as appropriate to clarify, correct, or change the issued documents.

3. Provide information or assistance needed by Owner in the course of any review of proposals or negotiations with prospective contractors.

4. Consult with Owner as to the qualifications of prospective contractors.

5. Consult with Owner as to the qualifications of ubcontractors, suppliers, and other individuals and entities proposed by prospective contractors, for those portions of the Work as to which review of qualifications is required by the issued documents.

6. If the issued documents require, the Engineer shall evaluate and determine the acceptability of "or equals" and substitute materials and equipment proposed by prospective contractors, provided that such proposals are allowed by the bidding-related documents (or requests for proposals or other construction procurement documents) prior to award of contracts for the Work. Services under this paragraph are subject to the provisions of Paragraph A2.02.A.2 of this Exhibit A.

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7. Attend the bid opening, prepare bid tabulation sheets to meet Owner's schedule, and assist Owner in evaluating bids or proposals, assembling final contracts for the Work for execution by Owner and Contractor, and in issuing notices of award of such contracts.

8. If Owner engages in negotiations with bidders or proposers, assist Owner with respect to technical and engineering issues that arise during the negotiations.

9. Perform or provide the following other Bidding or Negotiating Phase tasks or deliverables: NONE.

B. The Bidding or Negotiating Phase will be considered complete upon commencement of the Construction Phase or upon cessation of negotiations with prospective contractors (except as may be required if Exhibit F is a part of this Agreement).

A1.05 *Construction Phase*

A. Upon successful completion of the Bidding and Negotiating Phase, and upon written authorization from Owner, Engineer shall:

1. *General Administration of Construction Contract:* Consult with Owner and act as Owner's representative as provided in the Construction Contract. The extent and limitations of the duties, responsibilities, and authority of Engineer shall be as assigned in EJCDC® C-700, Standard General Conditions of the Construction Contract (2013 Edition), prepared by the Engineers Joint Contract Documents Committee, or other construction general conditions specified in this Agreement. If Owner, or Owner and Contractor, modify the duties, responsibilities, and authority of Engineer in the Construction Contract, or modify other terms of the Construction Contract having a direct bearing on Engineer, then Owner shall compensate Engineer for any related increases in the cost to provide Construction Phase services. Engineer shall not be required to furnish or perform services contrary to Engineer's responsibilities as a licensed professional. All of Owner's instructions to Contractor will be issued through Engineer, which shall have authority to act on behalf of Owner in dealings with Contractor to the extent provided in this Agreement and the Construction Contract except as otherwise provided in writing.

2. *Resident Project Representative (RPR):* Provide the services of an RPR at the Site to assist the Engineer and to provide more extensive observation of Contractor's work. Duties, responsibilities, and authority of the RPR are as set forth in Exhibit D. The furnishing of such RPR's services will not limit, extend, or modify Engineer's responsibilities or authority except as expressly set forth in Exhibit D. *[If Engineer will not be providing the services of an RPR, then delete this Paragraph 2 by inserting the word "DELETED" after the paragraph title, and do not include Exhibit D as part of the Agreement.]*

3. *Selection of Independent Testing Laboratory:* Assist Owner in the selection of an independent testing laboratory to perform the services identified in Exhibit B, Paragraph B2.01.

4. *Pre-Construction Conference:* Participate in a pre-construction conference prior to commencement of Work at the Site.

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5. *Electronic Transmittal Protocols:* If the Construction Contract Documents do not specify protocols for the transmittal of Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, then together with Owner and Contractor jointly develop such protocols for transmittals between and among Owner, Contractor, and Engineer during the Construction Phase and Post-Construction Phase.

6. *Original Documents:* If requested by Owner to do so, maintain and safeguard during the Construction Phase at least one original printed record version of the Construction Contract Documents, including Drawings and Specifications signed and sealed by Engineer and other design professionals in accordance with applicable Laws and Regulations. Throughout the Construction Phase, make such original printed record version of the Construction Contract Documents available to Contractor and Owner for review.

7. *Schedules:* Receive, review, and determine the acceptability of any and all schedules that Contractor is required to submit to Engineer, including the Progress Schedule, Schedule of Submittals, and Schedule of Values.

8. *Baselines and Benchmarks:* As appropriate, establish baselines and benchmarks for locating the Work which in Engineer's judgment are necessary to enable Contractor to proceed.

9. *Visits to Site and Observation of Construction:* In connection with observations of Contractor's Work while it is in progress:

    a. Make visits to the Site at intervals appropriate to the various stages of construction, as Engineer deems necessary, to observe as an experienced and qualified design professional the progress of Contractor's executed 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 the Work or to involve detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement and the Construction Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on Engineer's exercise of professional judgment, as assisted by the Resident Project Representative, if any. Based on information obtained during such visits and observations, Engineer will determine in general if the Work is proceeding in accordance with the Construction Contract Documents, and Engineer shall keep Owner informed of the progress of the Work.

    b. The purpose of Engineer's visits to the Site, and representation by the Resident Project Representative, if any, at the Site, will be to enable Engineer to better carry out the duties and responsibilities assigned to and undertaken by Engineer during the Construction Phase, and, in addition, by the exercise of Engineer's efforts as an experienced and qualified design professional, to provide for Owner a greater degree of confidence that the completed Work will conform in general to the Construction Contract Documents and that Contractor has implemented and maintained the integrity of the design concept of the completed Project as a functioning whole as indicated in the Construction Contract Documents. Engineer shall not, during such visits or as a result of such observations of the Work,

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supervise, direct, or have control over the Work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, for security or safety at the Site, for safety precautions and programs incident to any Constructor's work in progress, for the coordination of the Constructors' work or schedules, nor for any failure of any Constructor to comply with Laws and Regulations applicable to furnishing and performing of its work. Accordingly, Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish or perform the Work, or any portion of the Work, in accordance with the Construction Contract Documents.

10. *Defective Work:* Reject Work if, on the basis of Engineer's observations, Engineer believes that such Work is defective under the terms and standards set forth in the Construction Contract Documents. Provide recommendations to Owner regarding whether Contractor should correct such Work or remove and replace such Work, or whether Owner should consider accepting such Work as provided in the Construction Contract Documents.

11. *Compatibility with Design Concept:* If Engineer has express knowledge that a specific part of the Work that is not defective under the terms and standards set forth in the Construction Contract Documents is nonetheless not compatible with the design concept of the completed Project as a functioning whole, then inform Owner of such incompatibility, and provide recommendations for addressing such Work.

12. *Clarifications and Interpretations:* Accept from Contractor and Owner submittal of all matters in question concerning the requirements of the Construction Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Construction Contract Documents. With reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Construction Contract Documents.

13. *Non-reviewable Matters:* If a submitted matter in question concerns the Engineer's performance of its duties and obligations, or terms and conditions of the Construction Contract Documents that do not involve (1) the performance or acceptability of the Work under the Construction Contract Documents, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, then Engineer will promptly give written notice to Owner and Contractor that Engineer will not provide a decision or interpretation.

14. *Field Orders:* Subject to any limitations in the Construction Contract Documents, Engineer may prepare and issue Field Orders requiring minor changes in the Work.

15. *Change Orders and Work Change Directives:* Recommend Change Orders and Work Change Directives to Owner, as appropriate, and prepare Change Orders and Work Change Directives as required.

16. *Differing Site Conditions:* Respond to any notice from Contractor of differing site conditions, including conditions relating to underground facilities such as utilities, and

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hazardous environmental conditions. Promptly conduct reviews and prepare findings, conclusions, and recommendations for Owner's use.

17. *Shop Drawings, Samples, and Other Submittals:* Review and approve or take other appropriate action with respect to Shop Drawings, Samples, and other required Contractor submittals, but only for conformance with the information given in the Construction Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated by the Construction Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto. Engineer shall meet any Contractor's submittal schedule that Engineer has accepted.

18. *Substitutes and "Or-equal":* Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor, but subject to the provisions of Paragraph A2.02.A.2 of this Exhibit A.

19. *Inspections and Tests:*

    a. Receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Construction Contract Documents. Engineer's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Construction Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Construction Contract Documents. Engineer shall be entitled to rely on the results of such inspections and tests.

    b. As deemed reasonably necessary, request that Contractor uncover Work that is to be inspected, tested, or approved.

    c. Pursuant to the terms of the Construction Contract, require special inspections or testing of the Work, whether or not the Work is fabricated, installed, or completed.

20. *Change Proposals and Claims:* (a) Review and respond to Change Proposals. Review each duly submitted Change Proposal from Contractor and, within 30 days after receipt of the Contractor's supporting data, either deny the Change Proposal in whole, approve it in whole, or deny it in part and approve it in part. Such actions shall be in writing, with a copy provided to Owner and Contractor. If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties that the Engineer will not resolve the Change Proposal. (b) Provide information or data to Owner regarding engineering or technical matters pertaining to Claims.

21. *Applications for Payment:* Based on Engineer's observations as an experienced and qualified design professional and on review of Applications for Payment and accompanying supporting documentation:

    a. Determine the amounts that Engineer recommends Contractor be paid. Recommend reductions in payment (set-offs) based on the provisions for set-offs

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stated in the Construction Contract. Such recommendations of payment will be in writing and will constitute Engineer's representation to Owner, based on such observations and review, that, to the best of Engineer's knowledge, information and belief, Contractor's Work has progressed to the point indicated, the Work is generally in accordance with the Construction Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Construction Contract Documents, and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work. In the case of unit price Work, Engineer's recommendations of payment will include final determinations of quantities and classifications of the Work (subject to any subsequent adjustments allowed by the Construction Contract Documents).

b. By recommending payment, Engineer shall not thereby be deemed to have represented that observations made by Engineer to check the quality or quantity of Contractor's Work as it is performed and furnished have been exhaustive, extended to every aspect of Contractor's Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment including final payment will impose on Engineer responsibility to supervise, direct, or control the Work, or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or Contractor's compliance with Laws and Regulations applicable to Contractor's furnishing and performing the Work. It will also not impose responsibility on Engineer to make any examination to ascertain how or for what purposes Contractor has used the money paid to Contractor by Owner; to determine that title to any portion of the Work, including materials or equipment, has passed to Owner free and clear of any liens, claims, security interests, or encumbrances; or that there may not be other matters at issue between Owner and Contractor that might affect the amount that should be paid.

22. *Contractor's Completion Documents:* Receive from Contractor, review, and transmit to Owner maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance required by the Construction Contract Documents, certificates of inspection, tests and approvals, and Shop Drawings, Samples, and other data approved as provided under Paragraph A1.05.A.17. Receive from Contractor, review, and transmit to Owner the annotated record documents which are to be assembled by Contractor in accordance with the Construction Contract Documents to obtain final payment. The extent of Engineer's review of record documents shall be to check that Contractor has submitted all pages.

23. *Substantial Completion:* Promptly after notice from Contractor that Contractor considers the entire Work ready for its intended use, in company with Owner and Contractor, visit the Site to review the Work and determine the status of completion. Follow the procedures in the Construction Contract regarding the preliminary certificate of Substantial Completion, punch list of items to be completed, Owner's objections,

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notice to Contractor, and issuance of a final certificate of Substantial Completion. Assist Owner regarding any remaining engineering or technical matters affecting Owner's use or occupancy of the Work following Substantial Completion.

24. *Other Tasks:* Perform or provide the following other Construction Phase tasks or deliverables: NONE.

25. *Final Notice of Acceptability of the Work:* Conduct a final visit to the Project to determine if the Work is complete and acceptable so that Engineer may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, Engineer shall also provide a notice to Owner and Contractor in the form attached hereto as Exhibit E ("Notice of Acceptability of Work") that the Work is acceptable (subject to the provisions of the Notice and Paragraph A1.05.A.21.b) to the best of Engineer's knowledge, information, and belief, and based on the extent of the services provided by Engineer under this Agreement.

26. *Standards for Certain Construction-Phase Decisions:* Engineer will render decisions regarding the requirements of the Construction Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth in the Construction Contract for initial interpretations, Change Proposals, and acceptance of the Work. In rendering such decisions and judgments, Engineer will not show partiality to Owner or Contractor, and will not be liable to Owner, Contractor, or others in connection with any proceedings, interpretations, decisions, or judgments conducted or rendered in good faith.

B. *Duration of Construction Phase:* The Construction Phase will commence with the execution of the first Construction Contract for the Project or any part thereof and will terminate upon written recommendation by Engineer for final payment to Contractors. If the Project involves more than one prime contract as indicated in Paragraph A1.03.D, then Construction Phase services may be rendered at different times in respect to the separate contracts. Subject to the provisions of Article 3, Engineer shall be entitled to an equitable increase in compensation if Construction Phase services (including Resident Project Representative services, if any) are required after the original date for completion and readiness for final payment of Contractor as set forth in the Construction Contract.

A1.06 *Post-Construction Phase*

A. Upon written authorization from Owner during the Post-Construction Phase, Engineer shall:

1. Together with Owner, visit the Project to observe any apparent defects in the Work, make recommendations as to replacement or correction of defective Work, if any, or the need to repair of any damage to the Site or adjacent areas, and assist Owner in consultations and discussions with Contractor concerning correction of any such defective Work and any needed repairs.

2. Together with Owner, visit the Project within one month before the end of the Construction Contract's correction period to ascertain whether any portion of the Work or the repair of any damage to the Site or adjacent areas is defective and therefore subject to correction by Contractor.

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3. Perform or provide the following other Post-Construction Phase tasks or deliverables: NONE.

B. The Post-Construction Phase services may commence during the Construction Phase and, if not otherwise modified in this Exhibit A, will terminate twelve months after the commencement of the Construction Contract's correction period.

PART 2 – ADDITIONAL SERVICES

A2.01 *Additional Services Requiring Owner's Written Authorization*

A. If authorized in writing by Owner, Engineer shall provide Additional Services of the types listed below. These services are not included as part of Basic Services and will be paid for by Owner as indicated in Exhibit C.

1. Preparation of applications and supporting documents (in addition to those furnished under Basic Services) for private or governmental grants, loans, or advances in connection with the Project; preparation or review of environmental assessments and impact statements; review and evaluation of the effects on the design requirements for the Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project.

2. Services to make measured drawings of existing conditions or facilities, to conduct tests or investigations of existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by Owner or others.

3. Services resulting from significant changes in the scope, extent, or character of the portions of the Project designed or specified by Engineer, or the Project's design requirements, including, but not limited to, changes in size, complexity, Owner's schedule, character of construction, or method of financing; and revising previously accepted studies, reports, Drawings, Specifications, or Construction Contract Documents when such revisions are required by changes in Laws and Regulations enacted subsequent to the Effective Date or are due to any other causes beyond Engineer's control.

4. Services resulting from Owner's request to evaluate additional Study and Report Phase alternative solutions beyond those agreed to in Paragraph A1.01.A.1 and 2.

5. Services required as a result of Owner's providing incomplete or incorrect Project information to Engineer.

6. Providing renderings or models for Owner's use, including services in support of building information modeling or civil integrated management.

7. Undertaking investigations and studies including, but not limited to:

a. detailed consideration of operations, maintenance, and overhead expenses;

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b. the preparation of feasibility studies (such as those that include projections of output capacity, utility project rates, project market demand, or project revenues) and cash flow analyses, provided that such services are based on the engineering and technical aspects of the Project, and do not include rendering advice regarding municipal financial products or the issuance of municipal securities;

c. preparation of appraisals;

d. evaluating processes available for licensing, and assisting Owner in obtaining process licensing;

e. detailed quantity surveys of materials, equipment, and labor; and

f. audits or inventories required in connection with construction performed or furnished by Owner.

8. Furnishing services of Consultants for other than Basic Services.

9. Providing data or services of the types described in Exhibit B, when Owner retains Engineer to provide such data or services instead of Owner furnishing the same.

10. Providing the following services:

    a. Services attributable to more prime construction contracts than specified in Paragraph A1.03.D.

    b. Services to arrange for performance of construction services for Owner by contractors other than the principal prime Contractor, and administering Owner's contract for such services.

11. Services during out-of-town travel required of Engineer, other than for visits to the Site or Owner's office as required in Basic Services (Part 1 of Exhibit A).

12. Preparing for, coordinating with, participating in and responding to structured independent review processes, including, but not limited to, construction management, cost estimating, project peer review, value engineering, and constructibility review requested by Owner; and performing or furnishing services required to revise studies, reports, Drawings, Specifications, or other documents as a result of such review processes.

13. Preparing additional bidding-related documents (or requests for proposals or other construction procurement documents) or Construction Contract Documents for alternate bids or cost estimates requested by Owner for the Work or a portion thereof.

14. Assistance in connection with bid protests, rebidding, or renegotiating contracts for construction, materials, equipment, or services, except when such assistance is required to complete services required by Paragraph 5.02.A and Exhibit F.

15. Preparing conformed Construction Contract Documents that incorporate and integrate the content of all Addenda and any amendments negotiated by Owner and Contractor.

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16. Providing Construction Phase services beyond the original date for completion and readiness for final payment of Contractor, but only if such services increase the total quantity of services to be performed in the Construction Phase, rather than merely shifting performance of such services to a later date.

17. Preparing Record Drawings, and furnishing such Record Drawings to Owner.

18. Supplementing Record Drawings with information regarding the completed Project, Site, and immediately adjacent areas obtained from field observations, Owner, utility companies, and other reliable sources.

19. Conducting surveys, investigations, and field measurements to verify the accuracy of Record Drawing content obtained from Contractor, Owner, utility companies, and other sources; revise and supplement Record Drawings as needed.

20. Preparation of operation, maintenance, and staffing manuals.

21. Protracted or extensive assistance in refining and adjusting of Project equipment and systems (such as initial startup, testing, and balancing).

22. Assistance to Owner in training Owner's staff to operate and maintain Project equipment and systems.

23. Assistance to Owner in developing systems and procedures for (a) control of the operation and maintenance of Project equipment and systems, and (b) related recordkeeping.

24. Preparing to serve or serving as a consultant or witness for Owner in any litigation, arbitration, lien or bond claim, or other legal or administrative proceeding involving the Project.

25. Overtime work requiring higher than regular rates.

26. Providing construction surveys and staking to enable Contractor to perform its work other than as required under Paragraph A1.05.A.8; any type of property surveys or related engineering services needed for the transfer of interests in real property; and providing other special field surveys.

27. Providing more extensive services required to enable Engineer to issue notices or certifications requested by Owner.

28. Extensive services required during any correction period, or with respect to monitoring Contractor's compliance with warranties and guarantees called for in the Construction Contract (except as agreed to under Basic Services).

29. Other additional services performed or furnished by Engineer not otherwise provided for in this Agreement.

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A2.02 *Additional Services Not Requiring Owner's Written Authorization*

A. Engineer shall advise Owner that Engineer is commencing to perform or furnish the Additional Services of the types listed below. For such Additional Services, Engineer need not request or obtain specific advance written authorization from Owner. Engineer shall cease performing or furnishing such Additional Services upon receipt of written notice to cease from Owner.

1. Services in connection with Work Change Directives and Change Orders to reflect changes requested by Owner.

2. Services in making revisions to Drawings and Specifications occasioned by the acceptance of substitute materials or equipment other than "or equal" items; services after the award of the Construction Contract in evaluating and determining the acceptability of a proposed "or equal" or substitution which is found to be inappropriate for the Project; evaluation and determination of an excessive number of proposed "or equals" or substitutions, whether proposed before or after award of the Construction Contract.

3. Services resulting from significant delays, changes, or price increases occurring as a direct or indirect result of materials, equipment, or energy shortages.

4. Additional or extended services arising from (a) the presence at the Site of any Constituent of Concern or items of historical or cultural significance, (b) emergencies or acts of God endangering the Work, (c) damage to the Work by fire or other causes during construction, (d) a significant amount of defective, neglected, or delayed Work, (e) acceleration of the progress schedule involving services beyond normal working hours, or (f) default by Contractor.

5. Services (other than Basic Services during the Post-Construction Phase) in connection with any partial utilization of the Work by Owner prior to Substantial Completion.

6. Evaluating unreasonable or frivolous requests for interpretation or information (RFIs), Change Proposals, or other demands from Contractor or others in connection with the Work, or an excessive number of RFIs, Change Proposals, or demands.

7. Reviewing a Shop Drawing or other Contractor submittal more than three times, as a result of repeated inadequate submissions by Contractor.

8. While at the Site, compliance by Engineer and its staff with those terms of Owner's or Contractor's safety program provided to Engineer subsequent to the Effective Date that exceed those normally required of engineering personnel by federal, State, or local safety authorities for similar construction sites.

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This is EXHIBIT B, consisting of 2 pages, referred to in and part of the Agreement between Owner and Engineer for Professional Services dated _____, 2023.

Owner's Responsibilities

Article 2 of the Agreement is supplemented to include the following agreement of the parties.

B2.01 In addition to other responsibilities of Owner as set forth in this Agreement, Owner shall at its expense:

A. Provide Engineer with all criteria and full information as to Owner's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations.

B. Give instructions to Engineer regarding Owner's procurement of construction services (including instructions regarding advertisements for bids, instructions to bidders, and requests for proposals, as applicable), Owner's construction contract practices and requirements, insurance and bonding requirements, electronic transmittals during construction, and other information necessary for the finalization of Owner's bidding-related documents (or requests for proposals or other construction procurement documents), and Construction Contract Documents. Furnish copies (or give specific directions requesting Engineer to use copies already in Engineer's possession) of all design and construction standards, Owner's standard forms, general conditions (if other than EJCDC® C-700, Standard General Conditions of the Construction Contract, 2013 Edition), supplementary conditions, text, and related documents and content for Engineer to include in the draft bidding-related documents (or requests for proposals or other construction procurement documents), and draft Construction Contract Documents, when applicable. Owner shall have responsibility for the final content of (1) such bidding-related documents (or requests for proposals or other construction procurement documents), and (2) those portions of any Construction Contract other than the design (as set forth in the Drawings, Specifications, or otherwise), and other engineering or technical matters; and Owner shall seek the advice of Owner's legal counsel, risk managers, and insurance advisors with respect to the drafting and content of such documents.

C. Furnish to Engineer any other available information pertinent to the Project including reports and data relative to previous designs, construction, or investigation at or adjacent to the Site.

D. Following Engineer's assessment of initially-available Project information and data and upon Engineer's request, obtain, furnish, or otherwise make available (if necessary through title searches, or retention of specialists or consultants) such additional Project-related information and data as is reasonably required to enable Engineer to complete its Basic and Additional Services. Such additional information or data would generally include the following:

1. Property descriptions.

2. Zoning, deed, and other land use restrictions.

3. Utility and topographic mapping and surveys.

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4. Property, boundary, easement, right-of-way, and other special surveys or data, including establishing relevant reference points.

5. Explorations and tests of subsurface conditions at or adjacent to the Site; geotechnical reports and investigations; drawings of physical conditions relating to existing surface or subsurface structures at the Site; hydrographic surveys, laboratory tests and inspections of samples, materials, and equipment; with appropriate professional interpretation of such information or data.

6. Environmental assessments, audits, investigations, and impact statements, and other relevant environmental, historical, or cultural studies relevant to the Project, the Site, and adjacent areas.

7. Data or consultations as required for the Project but not otherwise identified in this Agreement.

E. Arrange for safe access to and make all provisions for Engineer to enter upon public and private property as required for Engineer to perform services under the Agreement.

F. Recognizing and acknowledging that Engineer's services and expertise do not include the following services, provide, as required for the Project:

1. Accounting, bond and financial advisory (including, if applicable, "municipal advisor" services as described in Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) and the municipal advisor registration rules issued by the Securities and Exchange Commission), independent cost estimating, and insurance counseling services.

2. Legal services with regard to issues pertaining to the Project as Owner requires, Contractor raises, or Engineer reasonably requests.

3. Such auditing services as Owner requires to ascertain how or for what purpose Contractor has used the money paid.

G. Provide the services of an independent testing laboratory to perform all inspections, tests, and approvals of samples, materials, and equipment required by the Construction Contract Documents (other than those required to be furnished or arranged by Contractor), or to evaluate the performance of materials, equipment, and facilities of Owner, prior to their incorporation into the Work with appropriate professional interpretation thereof. Provide Engineer with the findings and reports generated by testing laboratories, including findings and reports obtained from or through Contractor.

H. Provide reviews, approvals, and permits from all governmental authorities having jurisdiction to approve all phases of the Project designed or specified by Engineer and such reviews, approvals, and consents from others as may be necessary for completion of each phase of the Project.

I. Advise Engineer of the identity and scope of services of any independent consultants employed by Owner to perform or furnish services in regard to the Project, including, but not limited to, cost estimating, project peer review, value engineering, and constructibility review.

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J. If Owner designates a construction manager or an individual or entity other than, or in addition to, Engineer to represent Owner at the Site, define and set forth as an attachment to this Exhibit B the duties, responsibilities, and limitations of authority of such other party and the relation thereof to the duties, responsibilities, and authority of Engineer.

K. If more than one prime contract is to be awarded for the Work designed or specified by Engineer, then designate a person or entity to have authority and responsibility for coordinating the activities among the various prime Contractors, and define and set forth the duties, responsibilities, and limitations of authority of such individual or entity and the relation thereof to the duties, responsibilities, and authority of Engineer as an attachment to this Exhibit B that is to be mutually agreed upon and made a part of this Agreement before such services begin.

L. Inform Engineer in writing of any specific requirements of safety or security programs that are applicable to Engineer, as a visitor to the Site.

M. Examine all alternative solutions, studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by Engineer (including obtaining advice of an attorney, risk manager, insurance counselor, financial/municipal advisor, and other advisors or consultants as Owner deems appropriate with respect to such examination) and render in writing timely decisions pertaining thereto.

N. Inform Engineer regarding any need for assistance in evaluating the possible use of Project Strategies, Technologies, and Techniques, as defined in Exhibit A.

O. Advise Engineer as to whether Engineer's assistance is requested in identifying opportunities for enhancing the sustainability of the Project.

P. Place and pay for advertisement for Bids in appropriate publications.

Q. Furnish to Engineer data as to Owner's anticipated costs for services to be provided by others (including, but not limited to, accounting, bond and financial, independent cost estimating, insurance counseling, and legal advice) for Owner so that Engineer may assist Owner in collating the various cost categories which comprise Total Project Costs.

R. Attend and participate in the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job related meetings, and Site visits to determine Substantial Completion and readiness of the completed Work for final payment.

S. Authorize Engineer to provide Additional Services as set forth in Part 2 of Exhibit A of the Agreement, as required.

T. Perform or provide the following: None.

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This is **EXHIBIT C**, consisting of 7 pages, referred to in and part of the Agreement between Owner and Engineer for Professional Services dated _____, 2023.

Payments to Engineer for Services and Reimbursable Expenses
COMPENSATION PACKET BC-1: Basic Services – Lump Sum

Article 2 of the Agreement is supplemented to include the following agreement of the parties:

ARTICLE 2 – OWNER'S RESPONSIBILITIES

C2.01 *Compensation for Basic Services (other than Resident Project Representative) – Lump Sum Method of Payment*

A. Owner shall pay Engineer for Basic Services set forth in Exhibit A, as follows:

1. A Lump Sum amount of $219,500 based on the following estimated distribution of compensation:

a.	Study and Report Phase	$ ---
b.	Preliminary Design Phase	$ 69,000
c.	Final Design Phase	$ 55,000
d.	Design Surveys	$ 10,000
e.	Permitting	$ 2,000
f.	Bidding and Negotiating Phase	$ 7,500
g.	Construction Phase	$ 69,000
h.	Post-Construction Phase Services	$ 3,000
i.	Record Drawings	$ 4,000
	Total Lump Sum Basic Services Amount	$219,500

2. Hourly Basic Services

a.	Resident Project Representative Services	$112,000
	Total Hourly Basic Services Amount	$112,000
	Grand Total Basic Services	$331,500

3. Additional Services Hourly

a.	Wetlands Permitting and Mitigation	$ 2,500
b.	Geotechnical Investigation	$ 5,000
	Total Additional Services Hourly	$ 7,500
	Grand Total Basic Services & Additional Services	$339,000

4. *Design Surveys.* For services of Engineer's employees for providing necessary field surveys topographic and utility mapping for ENGINEER's design purposes, and providing other special field surveys, a lump sum amount. The total compensation under this paragraph is $10,000.

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5. Engineer may alter the distribution of compensation between individual phases noted herein to be consistent with services actually rendered, but shall not exceed the total contract amount unless approved in writing by the Owner.

~~6. The Lump Sum includes compensation for Engineer's services and services of Engineer's Consultants, if any. Appropriate amounts have been incorporated in the Lump Sum to account for labor costs, overhead, profit, expenses (other than any expressly allowed Reimbursable Expenses), and Consultant charges.~~

7. In addition to the Lump Sum, Engineer is also entitled to reimbursement from Owner for the following Reimbursable Expenses (see Appendix 1 for rates or charges): None.

8. The portion of the Lump Sum amount billed for Engineer's services will be based upon Engineer's estimate of the percentage of the total services actually completed during the billing period. If any Reimbursable Expenses are expressly allowed, Engineer may also bill for any such Reimbursable Expenses incurred during the billing period.

9. If more prime contracts are awarded for Work designed or specified by ENGINEER for the Project than identified in Exhibit A, the ENGINEER shall be compensated an additional amount equal to $ __TBD___ for all Basic Services for each prime contract added.

B. *Period of Service:* The service period of this agreement will begin upon execution and continues throughout the period of performance of the Sub-Award Agreement, including any extensions that may be approved by the funding agency.

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COMPENSATION PACKET RPR-2:
Resident Project Representative – Standard Hourly Rates

Article 2 of the Agreement is supplemented to include the following agreement of the parties:

C2.04 *Compensation for Resident Project Representative Basic Services – Standard Hourly Rates Method of Payment*

A. *Owner shall pay Engineer for Resident Project Representative Basic Services as follows:*

1. *Resident Project Representative Services:* For services of Engineer's Resident Project Representative under Paragraph A1.05.A of Exhibit A, an amount equal to the cumulative hours charged to the Project by each class of Engineer's personnel times Standard Hourly Rates for each applicable billing class for all Resident Project Representative services performed on the Project, plus related Reimbursable Expenses and Engineer's Consultant's charges, if any. The total compensation under this paragraph is estimated to be $112,000 based upon full-time RPR services on an eight-hour workday, Monday through Friday, over a 217 calendar day schedule.

2. *Post-Construction Phase Services.* For Post-Construction Phase services under paragraph A1.06 of Exhibit A, an amount equal to the cumulative hours charged to the Project by each class of Engineer's employees times Standard Hourly Rates for each applicable billing class for all services performed on the Project, plus related Reimbursable Expenses and Engineer's Consultant's charges, if any. The total compensation under this paragraph is estimated to be $3,000.

B. *Compensation for Reimbursable Expenses:*

1. For those Documented Reimbursable Expenses that are not accounted for in the compensation for Basic Services under Paragraph C2.01, and are directly related to the provision of Resident Project Representative or Post-Construction Basic Services, Owner shall pay Engineer at cost.

2. Reimbursable Expenses include the expenses identified in Appendix 1 and the following: transportation (including mileage), lodging, and subsistence incidental thereto; providing and maintaining field office facilities including furnishings and utilities; subsistence and transportation of Resident Project Representative and assistants; toll telephone calls, mobile phone charges, and courier charges; reproduction of reports, Drawings, Specifications, bidding-related or other procurement documents, Construction Contract Documents, and similar Project-related items. In addition, if authorized in advance by Owner, Reimbursable Expenses will also include expenses incurred for the use of highly specialized equipment.

3. Reimbursement for fuel/mileage is limited to the current federal business mileage rate established by the IRS.

4. Travel expenses shall be subject to and reimbursed in accordance with the current State Travel Policy Rules and Regulations published by MDFA.

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5. Itemized receipts are REQUIRED for reimbursement of all meal expenses.

C. *Other Provisions Concerning Payment Under this Paragraph C2.04:*

1. Whenever Engineer is entitled to compensation for the charges of Engineer's Consultants, those charges shall be the amounts billed by Engineer's Consultants to Engineer times a factor of 1.12.

2. *Factors*: The external Reimbursable Expenses and Engineer's Consultant's factors include Engineer's overhead and profit associated with Engineer's responsibility for the administration of such services and costs.

3. *Estimated Compensation Amounts*:

   a. Engineer's estimate of the amounts that will become payable for specified services are only estimates for planning purposes, are not binding on the parties, and are not the minimum or maximum amounts payable to Engineer under the Agreement.

   b. When estimated compensation amounts have been stated herein and it subsequently becomes apparent to Engineer that the total compensation amount thus estimated will be exceeded, Engineer shall give Owner written notice thereof, allowing Owner to consider its options, including suspension or termination of Engineer's services for Owner's convenience. Upon notice Owner and Engineer promptly shall review the matter of services remaining to be performed and compensation for such services. Owner shall either exercise its right to suspend or terminate Engineer's services for Owner's convenience, agree to such compensation exceeding said estimated amount, or agree to a reduction in the remaining services to be rendered by Engineer, so that total compensation for such services will not exceed said estimated amount when such services are completed. If Owner decides not to suspend Engineer's services during negotiations and Engineer exceeds the estimated amount before Owner and Engineer have agreed to an increase in the compensation due Engineer or a reduction in the remaining services, then Engineer shall be paid for all services rendered hereunder.

4. To the extent necessary to verify Engineer's charges and upon Owner's timely request, Engineer shall make copies of such records available to Owner at cost.

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COMPENSATION PACKET AS-1:
Additional Services – Standard Hourly Rates

Article 2 of the Agreement is supplemented to include the following agreement of the parties:

C2.05 Compensation for Additional Services – Standard Hourly Rates Method of Payment

A. Owner shall pay Engineer for Additional Services, if any, as follows:

1. *General*: For services of Engineer's personnel engaged directly on the Project pursuant to Paragraph A2.01 or A2.02 of Exhibit A, except for services as a consultant or witness under Paragraph A2.01.A.20, (which if needed shall be separately negotiated based on the nature of the required consultation or testimony) an amount equal to the cumulative hours charged to the Project by each class of Engineer's personnel times Standard Hourly Rates for each applicable billing class for all Additional Services performed on the Project, plus related Reimbursable Expenses and Engineer's Consultant's charges, if any.

2. *Wetlands Permitting and Mitigation.* For services of ENGINEER's employees for preparation of applications, permits and supporting documents for the defining, delineation, mitigation and permitting of wetlands in connection with the Project and assistance in obtaining approvals of authorities having jurisdiction regarding wetland impacts of the Project, an amount equal to the cumulative hours charges to the Project by each class of ENGINEER's employees times Standard Hourly Rates for each applicable billing class for all services performed on the Project, plus Reimbursable Expenses and ENGINEER's Consultant's charges, if any. The total compensation under this paragraph is estimated to be $2,500.

3. *Property, Easement, or Right-of-Way Surveys.* For services of ENGINEER's employees for providing property surveys, legal descriptions or related engineering services needed for the transfer of interest in real property or the securing of easements or rights-of-ways, an amount equal to the cumulative hours charged to the Project by each of ENGINEER's employees times Standard Hourly Rates for each applicable billing class for all services performed on the Project, plus Reimbursable Expenses and ENGINEER's Consultant's charges, if any. The total compensation under this paragraph estimated for approximately none () surveys is to be $none.

4. *Property, Easement or Right-of-Way Acquisition Assistance.* For services of ENGINEER's employees for providing professional services and assistance to OWNER or OWNER's legal counsel or appraisers needed for the acquisition and transfer of interests in real property or the securing of easements or rights-of-ways, an amount equal to the cumulative hours charged to the Project by each class of ENGINEER's employees times Standard Hourly Rates for each applicable billing class for all services performed on the Project, plus Reimbursable Expenses and ENGINEER's Consultant's charges, if any. The total compensation under this paragraph is estimated to be $none.

5. *Record Drawings & O&M Manual.* For services of Engineer's employees for preparing and furnishing to Owner Record Drawings showing appropriate record information based on Project annotated record documents received from Contractor and operation and

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maintenance manual, an amount equal to the cumulative hours charged to the Project by each of ENGINEER's employees times Standard Hourly Rates for each applicable billing class for all services performed on the Project, plus Reimbursable Expenses and ENGINEER's Consultant's charges, if any. The total compensation under this paragraph is estimated to be $4,000.

6. *Serving as a Witness.* For services performed by ENGINEER's employees as witnesses giving testimony in any litigation, arbitration, or other legal or administrative proceeding under paragraph A2.01, A.20, at the rate of $1,560 per day or any portion thereof (but compensation for time spent in preparing to testify in any such litigation, arbitration, or proceeding will be on the basis provided in paragraph C4.03.A.1). Compensation for ENGINEER's Consultants for such services will be on the basis provided in paragraph C4.06.

B. *Compensation For Reimbursable Expenses:*

1. For those Reimbursable Expenses that are not accounted for in the compensation for Basic Services under Paragraph C2.01 and are directly related to the provision of Additional Services, Owner shall pay Engineer at the rates set forth in Appendix 1 to this Exhibit C.

2. Reimbursable Expenses include the expenses identified in Appendix 1 and the following categories: transportation (including mileage), lodging, and subsistence incidental thereto; providing and maintaining field office facilities including furnishings and utilities; toll telephone calls, mobile phone charges, and courier charges; reproduction of reports, Drawings, Specifications, bidding-related or other procurement documents, Construction Contract Documents, and similar Project-related items; and Consultants' charges. In addition, if authorized in advance by Owner, Reimbursable Expenses will also include expenses incurred for the use of highly specialized equipment.

   a. Estimated Cost $0.

~~3. The amounts payable to Engineer for Reimbursable Expenses, if any, will be the Additional Services-related internal expenses actually incurred or allocated by Engineer, plus all invoiced external Reimbursable Expenses allocable to such Additional Services, the latter multiplied by a factor of 1.2.~~

4. The Reimbursable Expenses Schedule will be adjusted annually (as of January 1) to reflect equitable changes in the compensation payable to Engineer.

C. *Other Provisions Concerning Payment for Additional Services:*

1. Whenever Engineer is entitled to compensation for the charges of Engineer's Consultants, those charges shall be the amounts billed by Engineer's Consultants to Engineer times a factor of 1.12.

   a. Geotechnical Investigation $5,000.

   b. Materials Testing (during Construction) $0.

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2. *Factors:* The external Reimbursable Expenses and Engineer's Consultant's Factors include Engineer's overhead and profit associated with Engineer's responsibility for the administration of such services and costs.

3. To the extent necessary to verify Engineer's charges and upon Owner's timely request, Engineer shall make copies of such records available to Owner at cost.

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This is **Appendix 1 to EXHIBIT C**, consisting of 1 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated _____, 2023.

Reimbursable Expenses Schedule

Reimbursable Expenses are subject to review and adjustment per Exhibit C. Rates and charges for Reimbursable Expenses as of the date of the Agreement are:

Mileage (Outside three MS Coastal County area) ..... CURRENT IRS RATE

Meals and Lodging (Outside three MS Coastal County area) ..... At Cost

Air Transportation ..... At Cost

Overnight Postage ..... At Cost

Copies

- Letter, Legal or Tabloid Size – Black and White $0.20/page
- Letter, Legal or Tabloid Size – Color $0.50/page
- 22”x34” Black and White $3.00/sheet
- 22”x34” Color $5.50/sheet
- 24” x 36” $2.00/sheet
- 30” x 42” $3.00/sheet

Laboratory Testing ..... At Cost

Health and Safety Level D ..... $TBD/day

Health and Safety Level C ..... $TBD/day

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This is **Appendix 2 to EXHIBIT C**, consisting of 2 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated _____, 2023.

Standard Hourly Rates Schedule

A. *Standard Hourly Rates:*

1. Standard Hourly Rates are set forth in this Appendix 2 to this Exhibit C and include salaries and wages paid to personnel in each billing class plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin or profit.

2. The Standard Hourly Rates apply only as specified in Article C2.

B. *Schedule:*

Hourly rates for services performed on or after the date of the Agreement are:

Position	Billing Rate
Principal	$195.00
Professional Engineer V	$170.00
Professional Engineer IV	$165.00
Professional Engineer III	$145.00
Professional Engineer II	$135.00
Professional Engineer I	$125.00
Engineer Intern III	$120.00
Engineer Intern II	$105.00
Engineer Intern I	$100.00
GIS Intern	$58.00
Professional Land Surveyor II	$155.00
Professional Land Surveyor I	$125.00
Senior Project Manager	$130.00
Construction Project Manager	$110.00

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Project Manager	$110.00
Sr. Survey Crew Chief	$90.00
Resident Project Representative III	$95.00
Resident Project Representative II	$87.00
Resident Project Representative I	$79.00
Engineering Technician III	$90.00
Engineering Technician II	$84.00
Engineering Technician I	$73.50
CADD Technician III/Civil Designer	$95.00
CADD Technician II	$89.50
CADD Technician I	$79.00
Project Technician	$78.50
Administrative/Clerical	$65.00
Surveys with RTK GPS Equipment	$31.50
Environmental Consultant	$115.00
Regulatory Specialist	$150.00

*If RTK GPS equipment is used by staff, said staff rate and RTK GPS rate will be combined.

** **Travel Time**: Shall be billed at the designated personnel's standard hourly rate

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This is EXHIBIT D, consisting of [ ] pages, referred to in and part of the Agreement between Owner and Engineer for Professional Services dated _____, 2023.

Duties, Responsibilities, and Limitations of Authority of Resident Project Representative

Article 1 of the Agreement is supplemented to include the following agreement of the parties:

ARTICLE 1 - SERVICES OF ENGINEER

D1.01 *Resident Project Representative*

A. Engineer shall furnish a Resident Project Representative ("RPR") to assist Engineer in observing progress and quality of the Work. The RPR will provide full time representation or may provide representation to a lesser degree. RPR is Engineer's representative at the Site, will act as directed by and under the supervision of Engineer, and will confer with Engineer regarding RPR's actions.

B. Through RPR's observations of the Work, including field checks of materials and installed equipment, Engineer shall endeavor to provide further protection for Owner against defects and deficiencies in the Work. However, Engineer shall not, as a result of such RPR observations of the Work, supervise, direct, or have control over the Work, nor shall Engineer (including the RPR) have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, for security or safety at the Site, for safety precautions and programs incident to the Work or any Constructor's work in progress, for the coordination of the Constructors' work or schedules, or for any failure of any Constructor to comply with Laws and Regulations applicable to the performing and furnishing of its work. The Engineer (including RPR) neither guarantees the performances of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform the Work, or any portion of the Work, in accordance with the Construction Contract Documents. In addition, the specific terms set forth in Exhibit A, Paragraph A1.05, of this Agreement are applicable.

C. The duties and responsibilities of the RPR are as follows:

1. *General:* RPR's dealings in matters pertaining to the Work in general shall be with Engineer and Contractor. RPR's dealings with Subcontractors shall only be through or with the full knowledge and approval of Contractor. RPR shall generally communicate with Owner only with the knowledge of and under the direction of Engineer.

2. *Schedules:* Review the progress schedule, schedule of Shop Drawing and Sample submittals, schedule of values, and other schedules prepared by Contractor and consult with Engineer concerning acceptability of such schedules.

3. *Conferences and Meetings:* Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences, and other Project-related meetings (but not including Contractor's safety meetings), and as appropriate prepare and circulate copies of minutes thereof.

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4. *Safety Compliance:* Comply with Site safety programs, as they apply to RPR, and if required to do so by such safety programs, receive safety training specifically related to RPR's own personal safety while at the Site.

5. *Liaison:*

    a. Serve as Engineer's liaison with Contractor. Working principally through Contractor's authorized representative or designee, assist in providing information regarding the provisions and intent of the Construction Contract Documents.

    b. Assist Engineer in serving as Owner's liaison with Contractor when Contractor's operations affect Owner's on-Site operations.

    c. Assist in obtaining from Owner additional details or information, when required for proper execution of the Work.

6. *Clarifications and Interpretations:* Receive from Contractor submittal of any matters in question concerning the requirements of the Construction Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Construction Contract Documents. Report to Engineer regarding such RFIs. Report to Engineer when clarifications and interpretations of the Construction Contract Documents are needed, whether as the result of a Contractor RFI or otherwise. Transmit Engineer's clarifications, interpretations, and decisions to Contractor. ,

7. *Shop Drawings and Samples:*

    a. Record date of receipt of Samples and Contractor-approved Shop Drawings.

    b. Receive Samples that are furnished at the Site by Contractor, and notify Engineer of availability of Samples for examination.

    c. Advise Engineer and Contractor of the commencement of any portion of the Work requiring a Shop Drawing or Sample submittal, if RPR believes that the submittal has not been received from Contractor, or has not been approved by Contractor or Engineer.

8. *Proposed* M*odifications:* Consider and evaluate Contractor's suggestions for modifications to the Drawings or Specifications, and report such suggestions, together with RPR's recommendations, if any, to Engineer. Transmit Engineer's response (if any) to such suggestions to Contractor.

9. *Review of Work; Defective Work:*

    a. Report to Engineer whenever RPR believes that any part of the Work is defective under the terms and standards set forth in the Construction Contract Documents, and provide recommendations as to whether such Work should be corrected, removed and replaced, or accepted as provided in the Construction Contract Documents.

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b. Inform Engineer of any Work that RPR believes is not defective under the terms and standards set forth in the Construction Contract Documents, but is nonetheless not compatible with the design concept of the completed Project as a functioning whole, and provide recommendations to Engineer for addressing such Work. ; and

c. Advise Engineer of that part of the Work that RPR believes should be uncovered for observation, or requires special testing, inspection, or approval.

10. *Inspections, Tests, and System Start-ups:*

a. Consult with Engineer in advance of scheduled inspections, tests, and systems start-ups.

b. Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate Owner's personnel, and that Contractor maintains adequate records thereof.

c. Observe, record, and report to Engineer appropriate details relative to the test procedures and systems start-ups.

d. Observe whether Contractor has arranged for inspections required by Laws and Regulations, including but not limited to those to be performed by public or other agencies having jurisdiction over the Work.

e. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Work, record the results of these inspections, and report to Engineer.

11. *Records*:

a. Maintain at the Site orderly files for correspondence, reports of job conferences, copies of Construction Contract Documents including all Change Orders, Field Orders, Work Change Directives, Addenda, additional Drawings issued subsequent to the execution of the Construction Contract, RFIs, Engineer's clarifications and interpretations of the Construction Contract Documents, progress reports, approved Shop Drawing and Sample submittals, and other Project-related documents.

b. Prepare a daily report or keep a diary or log book, recording Contractor's hours on the Site, Subcontractors present at the Site, weather conditions, data relative to questions of Change Orders, Field Orders, Work Change Directives, or changed conditions, Site visitors, deliveries of equipment or materials, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to Engineer.

c. Upon request from Owner to Engineer, photograph or video Work in progress or Site conditions.

d. Record and maintain accurate, up-to-date lists of the names, addresses, fax numbers, e-mail addresses, websites, and telephone numbers (including mobile numbers) of all Contractors, Subcontractors, and major Suppliers of materials and equipment.

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e. Maintain records for use in preparing Project documentation.

f. Upon completion of the Work, furnish original set of all RPR Project documentation to Engineer.

12. *Reports:*

a. Furnish to Engineer periodic reports as required of progress of the Work and of Contractor's compliance with the progress schedule and schedule of Shop Drawing and Sample submittals.

b. Draft and recommend to Engineer proposed Change Orders, Work Change Directives, and Field Orders. Obtain backup material from Contractor.

c. Furnish to Engineer and Owner copies of all inspection, test, and system start-up reports.

d. Immediately inform Engineer of the occurrence of any Site accidents, emergencies, acts of God endangering the Work, possible force majeure or delay events, damage to property by fire or other causes, or the discovery of any potential differing site condition or Constituent of Concern.

13. *Payment Requests:* Review applications for payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to Engineer, noting particularly the relationship of the payment requested to the schedule of values, Work completed, and materials and equipment delivered at the Site but not incorporated in the Work.

14. *Certificates, Operation and Maintenance Manuals:* During the course of the Work, verify that materials and equipment certificates, operation and maintenance manuals and other data required by the Contract Documents to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have these documents delivered to Engineer for review and forwarding to Owner prior to payment for that part of the Work.

15. *Completion*:

a. Participate in Engineer's visits to the Site regarding Substantial Completion, assist in the determination of Substantial Completion, and prior to the issuance of a Certificate of Substantial Completion submit a punch list of observed items requiring completion or correction.

b. Participate in Engineer's visit to the Site in the company of Owner and Contractor, to determine completion of the Work, and prepare a final punch list of items to be completed or corrected by Contractor.

c. Observe whether all items on the final punch list have been completed or corrected, and make recommendations to Engineer concerning acceptance and issuance of the Notice of Acceptability of the Work (Exhibit E).

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D. Resident Project Representative shall not:

1. Authorize any deviation from the Construction Contract Documents or substitution of materials or equipment (including "or-equal" items).

2. Exceed limitations of Engineer's authority as set forth in this Agreement.

3. Undertake any of the responsibilities of Contractor, Subcontractors, or Suppliers, or any Constructor.

4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of the Work, by Contractor or any other Constructor.

5. Advise on, issue directions regarding, or assume control over security or safety practices, precautions, and programs in connection with the activities or operations of Owner or Contractor.

6. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by Engineer.

7. Accept Shop Drawing or Sample submittals from anyone other than Contractor.

8. Authorize Owner to occupy the Project in whole or in part.

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This is EXHIBIT E, consisting of [ ] pages, referred to in and part of the Agreement between Owner and Engineer for Professional Services dated [ ].

EJCDC
ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

NOTICE OF ACCEPTABILITY OF WORK

PROJECT: COFFEE CREEK SEWER REHABILITATION

OWNER: CITY OF GULFPORT

CONTRACTOR:

OWNER'S CONSTRUCTION CONTRACT IDENTIFICATION:

EFFECTIVE DATE OF THE CONSTRUCTION CONTRACT:

ENGINEER: OVERSTREET AND ASSOCIATES PLLC

NOTICE DATE:

To: _____
Owner

And To: _____
Contractor

From: _____
Engineer

The Engineer hereby gives notice to the above Owner and Contractor that Engineer has recommended final payment of Contractor, and that the Work furnished and performed by Contractor under the above Construction Contract is acceptable, expressly subject to the provisions of the related Contract Documents, the Agreement between Owner and Engineer for Professional Services dated _____, 2023, and the following terms and conditions of this Notice:

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CONDITIONS OF NOTICE OF ACCEPTABILITY OF WORK

The Notice of Acceptability of Work ("Notice") is expressly made subject to the following terms and conditions to which all those who receive said Notice and rely thereon agree:

1. This Notice is given with the skill and care ordinarily used by members of the engineering profession practicing under similar conditions at the same time and in the same locality.

2. This Notice reflects and is an expression of the Engineer's professional opinion.

3. This Notice is given as to the best of Engineer's knowledge, information, and belief as of the Notice Date.

4. This Notice is based entirely on and expressly limited by the scope of services Engineer has been employed by Owner to perform or furnish during construction of the Project (including observation of the Contractor's work) under Engineer's Agreement with Owner, and applies only to facts that are within Engineer's knowledge or could reasonably have been ascertained by Engineer as a result of carrying out the responsibilities specifically assigned to Engineer under such Agreement.

5. This Notice is not a guarantee or warranty of Contractor's performance under the Construction Contract, an acceptance of Work that is not in accordance with the related Contract Documents, including but not limited to defective Work discovered after final inspection, nor an assumption of responsibility for any failure of Contractor to furnish and perform the Work thereunder in accordance with the Construction Contract Documents, or to otherwise comply with the Construction Contract Documents or the terms of any special guarantees specified therein.

6. This Notice does not relieve Contractor of any surviving obligations under the Construction Contract, and is subject to Owner's reservations of rights with respect to completion and final payment.

By: _____

Title: _____

Dated: _____

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This is EXHIBIT G, consisting of [ ] pages, referred to in and part of the Agreement between Owner and Engineer for Professional Services dated _____, 2023.

Insurance

Paragraph 6.05 of the Agreement is supplemented to include the following agreement of the parties:

G6.05 *Insurance*

A. The limits of liability for the insurance required by Paragraph 6.05.A and 6.05.B of the Agreement are as follows:

1. By Engineer:

a. Workers' Compensation: Statutory

b. Employer's Liability --

1) Bodily injury, each accident: $100,000
2) Bodily injury by disease, each employee: $500,000
3) Bodily injury/disease, aggregate: $100,000

c. General Liability --

1) Each Occurrence (Bodily Injury and Property Damage): $1,000,000
2) General Aggregate: $2,000,000

d. Excess or Umbrella Liability --

1) Per Occurrence: $NONE
2) General Aggregate: $NONE

e. Automobile Liability --Combined Single Limit (Bodily Injury and Property Damage):

$1,000,000

~~f. Professional Liability –~~

~~1) Each Claim Made $[ ]~~
~~2) Annual Aggregate $[ ]~~

g. Other (specify): $N/A

2. By Owner:

a. Workers' Compensation: Statutory

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b. Employer's Liability --

1)	Bodily injury, Each Accident	$500,000
2)	Bodily injury by Disease, Each Employee	$500,000
3)	Bodily injury/Disease, Aggregate	$500,000

c. General Liability --

1)	General Aggregate:	$1,000,000
2)	Each Occurrence (Bodily Injury and Property Damage):	$2,000,000

d. Excess Umbrella Liability

1)	Per Occurrence:	$1,000,000
2)	General Aggregate:	$1,000,000

e. Automobile Liability – Combined Single Limit (Bodily Injury and Property Damage):

$1,000,000

f. Other (specify): $N/A

~~B. *Additional Insureds:*~~

~~1. The following individuals or entities are to be listed on Owner's general liability policies of insurance as additional insureds:~~

~~a. [_____]~~
~~Engineer~~

~~b. [_____]~~
~~Engineer's Consultant~~

~~c. [_____]~~
~~Engineer's Consultant~~

~~d. [_____]~~
~~[other]~~

~~2. During the term of this Agreement the Engineer shall notify Owner of any other Consultant to be listed as an additional insured on Owner's general liability policies of insurance.~~

~~3. The Owner shall be listed on Engineer's general liability policy as provided in Paragraph 6.05.A.~~

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This is EXHIBIT K, consisting of [ ] pages, referred to in and part of the Agreement between Owner and Engineer for Professional Services dated [ ].

AMENDMENT TO OWNER-ENGINEER AGREEMENT
Amendment No. _____

The Effective Date of this Amendment is: _____.

Background Data

Effective Date of Owner-Engineer Agreement:

Owner:

Engineer:

Project:

Nature of Amendment: [Check those that are applicable and delete those that are inapplicable.]

____ Additional Services to be performed by Engineer

____ Modifications to services of Engineer

____ Modifications to responsibilities of Owner

____ Modifications of payment to Engineer

____ Modifications to time(s) for rendering services

____ Modifications to other terms and conditions of the Agreement

Description of Modifications:

Here describe the modifications, in as much specificity and detail as needed. Use an attachment if necessary.

Agreement Summary:

Original agreement amount:	$_____
Net change for prior amendments:	$_____
This amendment amount:	$_____
Adjusted Agreement amount:	$_____

Change in time for services (days or date, as applicable): _____

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The foregoing Agreement Summary is for reference only and does not alter the terms of the Agreement, including those set forth in Exhibit C.

Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect.

OWNER:	ENGINEER:
By: _____	By: _____
Print name: _____	Print name: _____
Title: _____	Title: _____
Date Signed: _____	Date Signed: _____

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EXHIBIT L

MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY

Required Attachments for RESTORE Oil Spill Impact Component Professional Services Contracts

State and Non-State Agencies – Template version 11.19.2020

The "Required Attachments for RESTORE Oil Spill Impact Component Professional Services Contracts" is not intended to represent all requirements and obligations that may be applicable to this contract. This contract is subject to the terms and conditions of the Sub-Award Agreement between the Mississippi Department of Environmental Quality ("MDEQ") and the Project Owner (Subrecipient), the terms and conditions of the Federal Award from the Gulf Coast Ecosystem Restoration Council ("RESTORE Council", also "Council"), including any Special Award Conditions, the Standard Sub-Award Terms and Conditions, the RESTORE Council Financial Assistance Standard Terms and Conditions, the RESTORE Act, 33 USC § 1321(t) et seq., the U.S. Department of Treasury Regulations governing the RESTORE Act, 31 CFR § 34 et seq., all applicable terms and conditions in 2 CFR Part 200 of the Office of Management and Budget ("OMB") Uniform Guidance for Grants and Cooperative Agreements, as amended on August 13, 2020, including Appendix II to 2 CFR Part 200, and all other OMB circulars, executive orders or other federal laws or regulations applicable to the services provided under this contract. All of these terms and conditions apply to the Subrecipient and its Contractors, as well as any covered subcontractors or vendors.

Requirements applicable to this contract, as well as any covered subcontracts or vendors, include, but are not limited to:

- CERTIFICATIONS RELATED TO RESTORE ACT OIL SPILL IMPACT COMPONENT FUNDING
- RESTORE COUNCIL FINANCIAL ASSISTANCE STANDARD TERMS AND CONDITIONS
- MDEQ SUB-AWARD TERMS AND CONDITIONS FOR CONTACTED PARTIES
- APPENDIX II TO 2 CFR PART 200: CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS
- PROCUREMENT OF RECOVERED MATERIALS
- PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OF EQUIPMENT
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- SAMPLE LETTER FROM CONTRACTOR TO MBE/WBE FIRMS
- MISSISSIPPI EMPLOYMENT PROTECTION ACT OF 2008 (Miss. Code Annotated §§71-11-1, et seq.)
- EXAMPLE OF E-VERIFY CERTIFICATION LETTER
- SUBCONTRACTOR LISTING FORM *(The Selected Contractor MUST submit with required MBE/WBE documentation.)*

CERTIFICATIONS RELATED TO RESTORE ACT OIL SPILL IMPACT COMPONENT FUNDING

By entering into this contract, the contractor expressly acknowledges that:

1) This project is funded in whole or in part with grant funding from the RESTORE Council and the Mississippi Department of Environmental Quality under the Resources and Ecosystems Sustainability, Tourist Opportunities, and Revived Economies of the Gulf Coast States Act of 2012 (RESTORE Act);

2) Any contract awarded will be subject to the terms and conditions of said funding award, the RESTORE Council Financial Assistance Standard Terms and Conditions, the Sub-Award Terms and Conditions for Contracted Parties, the RESTORE Act, 33 USC 1321(t), Treasury Regulations 31 CFR § 34 et seq., including 31 CFR §§ 34, Subpart F, all applicable terms and conditions in 2 CFR Part 200 (including Appendix II to Part 200), and all other OMB circulars, executive orders or other federal laws or regulations, as applicable.;

3) Any contract awarded will be subject to 31 CFR Part 19 – Governmentwide Debarment and Suspension (Nonprocurement); and,

4) Title VI of the Civil Rights Act of 1964 (42 USC §§ 2000d et seq.) and any Council regulations and policies promulgated pursuant to its authority prohibit discrimination on the grounds of race, color, or national origin under programs or activities receiving Federal financial assistance.

5) Any contract awarded will be subject to the laws and regulations of the United States and the State of Mississippi.

The owner will not enter into a contract with a contractor, or the contractor's principals, if the contractor or its principals appear on the federal government's Excluded Parties List. The contractor does hereby certify, by entering into this agreement, that neither it nor its principals are presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

The contractor must verify that any subcontractor (or the subcontractor's principals) does not appear on the federal government's Excluded Parties List prior to executing a subcontract with that entity. The Excluded Parties List is accessible at http://www.sam.gov.

RESTORE COUNCIL

FINANCIAL ASSISTANCE STANDARD TERMS AND CONDITIONS

RESTORE COUNCIL
FINANCIAL ASSISTANCE
STANDARD TERMS AND CONDITIONS

Gulf Coast Ecosystem Restoration Council
August 2015

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RESTORE COUNCIL
FINANCIAL ASSISTANCE STANDARD TERMS AND CONDITIONS

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THESE RESTORE COUNCIL FINANCIAL ASSISTANCE STANDARD TERMS AND CONDITIONS (ST&Cs) ARE INCORPORATED INTO AND MADE A PART OF THE GRANT AWARD TO WHICH THEY ARE ATTACHED.

A. STATUTORY AND NATIONAL POLICY REQUIREMENTS

The non-Federal entity[1] (also referred to as "recipient" or "grantee") and any subrecipients must, in addition to the assurances made as part of the application, comply and require each of its contractors and subcontractors employed in the completion of the project to comply with all applicable statutes, regulations, executive orders (EOs), Office of Management and Budget (OMB) circulars, terms and conditions, and approved applications. This document provides the Gulf Coast Ecosystem Restoration Council ("Council") standard terms and conditions (ST&Cs) for all Council awards. 2 CFR § 5900.101 provides the Council's adoption of 2 CFR Part 200, giving regulatory effect to the OMB guidance.

This award is subject to the laws and regulations of the United States. Any inconsistency or conflict in terms and conditions specified in the award will be resolved according to the following order of precedence: public laws, regulations, applicable notices published in the *Federal Register*, EOs, OMB circulars, the Council ST&Cs, and special award conditions. Special award conditions may amend or take precedence over the ST&Cs if and when so provided by the ST&Cs.

Certain of the ST&Cs contain, by reference or substance, a summary of the pertinent statutes or regulations published in the *Federal Register* or Code of Federal Regulations (C.F.R.), EOs, OMB circulars, or the assurances (Forms SF-424B and SF-424D). No such provision will be construed so as to be in derogation of, or an amendment to, any such statute, regulation, EO, OMB circular, or assurance.

B. PROGRAMMATIC REQUIREMENTS

The recipient must use funds only for the purposes identified in the grant award agreement in accordance with the requirements in 31 C.F.R. § 34.803(d). All activities under the award must meet the eligibility requirements of the Gulf RESTORE Program as defined in 31 C.F.R. §§ 34.201, 34.202 or 34.203, according to component.

[1] The OMB *Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards* located at 2 C.F.R. part 200 uses the term "non-Federal entity" to generally refer to an entity that carries out a Federal award as a recipient or subrecipient. Because certain of the provisions of these ST&Cs apply to recipients rather than subrecipients, or vice versa, for clarity, these ST&Cs use the terms "non-Federal entity", "recipient", and "subrecipient." In addition, the OMB Uniform Guidance uses the term "pass-through entity" to refer to a non-Federal entity that makes a subaward.
"Non-Federal entity" is defined at 2 C.F.R. § 200.69 as "a State, local government, Indian tribe, institution of higher education (IHE), or nonprofit organization that carries out a Federal award as a recipient or subrecipient."
"Recipient" is defined at 2 C.F.R. § 200.86 as "a non-Federal entity that receives a Federal award directly from a Federal awarding agency to carry out an activity under a Federal program. The term recipient does not include subrecipients."
"Subrecipient" is defined at 2 C.F.R. § 200.93 as "a non-Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal program; but does not include an individual that is a beneficiary of such program. A subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency."
"Pass-through entity" is defined as 2 C.F.R. § 200.74 as "a non-Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program."

.01 Performance (Technical) Reports

a. Non-Federal entities must use OMB-approved governmentwide standard information collections when providing financial and performance information and, as appropriate and in accordance with such information collections, are required to relate financial data to the performance accomplishments of the Federal award. When applicable, recipients must also provide cost information to demonstrate cost effective practices (e.g., through unit cost data). The Non-Federal entity's performance will be measured in a way that will help the Council and other non-Federal entities to improve program outcomes, share lessons learned and spread the adoption of promising practices. Recipients will be provided with clear performance goals, indicators and milestones as described in 2 C.F.R. § 200.210 "Information contained in a Federal award."

b. Recipients must submit performance (technical) reports, which may be Form SF-PPR "Performance Progress Report" or any successor form, or another format as required by the Council, to the Council-designated grants officer (Grants Officer). Performance reports should be submitted electronically, unless the recipient makes an arrangement with the Grants Officer for submission in hard copy (no more than one original and two copies) in accordance with the award conditions.

c. Performance Reports must be submitted with the same frequency as the Federal Financial Report (Form SF-425), unless otherwise authorized by the Grants Officer. If events occur between scheduled performance reporting dates that have significant impact upon the activity, project or program, the recipient must notify the Grants Officer as soon as possible.

d. Performance (technical) reports shall contain brief information as prescribed in the *Uniform Administrative Requirements, Cost Principals and Audit Requirements for Federal Awards* (2 C.F.R. part 200, specifically 2 C.F.R. § 200.328) incorporated into the award, unless otherwise specified in the award provisions. Specifically, in the "performance narrative" (item 10 on the SF-PPR), the recipient must provide the following information.

1. Activities and Accomplishments:

   i. Summarize activities undertaken during the reporting period;
   ii. Summarize any key accomplishments, including milestones and metrics completed for the period;
   iii. List any contracts awarded during the reporting period, along with the name of the contractor and its principal, the DUNS number of the contractor, the value of the contract, the date of award, a brief description of the services to be provided, and whether or not local preference was used in the selection of the contractor; and
   iv. If the recipient is authorized to make subawards, list any subawards executed during the reporting period, along with the name of the entity and its principal, the DUNS number of the entity, the value of the agreement, the date of award, and a brief description of the scope of work.

2. Adaptive Management:

   i. Indicate if any operational, legal, regulatory, budgetary, and/or ecological risks, and/or any public controversies, have materialized; if so, indicate what mitigation strategies have been undertaken to attenuate these risks or controversies; and
   ii. Summarize any challenges that have impeded the recipient's ability to accomplish the approved scope of work on schedule and on budget.

3. Findings/Events: Summarize any significant findings or events, if applicable.

4. Dissemination Activities: Describe any activities to disseminate or publicize results of the activity, project, or program, if applicable.

5. Monitoring:

   i. Describe all efforts taken to monitor contractor and/or subrecipient performance, to include site visits, during the reporting period. For subawards, indicate whether the subrecipient submitted an audit to the recipient, and if so, whether the recipient issued a management decision on any findings; and
   ii. Describe any other activities or relevant information not already provided.

6. Planned Activities: Summarize the activities planned for the next reporting period.

7. Attachments: List and attach any deliverables completed during the performance period or other materials to be submitted with the report.

.02 Reporting on Real Property

In accordance with 2 C.F.R. § 200.329, the Federal awarding agency or pass-through entity must require a non-Federal entity to submit reports at least annually on the status of real property in which the Federal government retains an interest, unless the Federal interest in the real property extends 15 years or longer. If the attached Federal interest is for a period of 15 years or longer, the Council or pass-through entity may, at its option, require the non-Federal entity to report at various multi-year frequencies as specified in the terms of the award (e.g., every two years or every three years, not to exceed a five-year reporting period; or the Council or pass-through entity may require annual reporting for the first three years of a Federal award and thereafter require reporting every five years).

.03 Unsatisfactory Performance

Failure to perform the work in accordance with the terms of the award and maintain at least a satisfactory performance as determined by the Council may result in designation of the non-Federal entity as high risk and the assignment of special award conditions or other further action as provided in Section B.06, "Non-Compliance with Award Provisions" below.

.04 Programmatic Changes

The non-Federal entity shall report programmatic changes to the Grants Officer in accordance with 2 C.F.R. § 200.308, and shall request prior approvals in accordance with 2 C.F.R. § 200.407.

.05 Other Federal Awards with Similar Programmatic Activities

The non-Federal entity shall immediately provide written notification to the Grants Officer in the event that, subsequent to receipt of the Council award, other financial assistance is received to support or fund any portion of the scope of work incorporated into the Council award. The Council will not pay for any costs that are funded by other sources.

.06 Non-Compliance with Award Provisions

Failure to comply with any or all of the provisions of the award may have a negative impact on future funding by the Council and may be considered grounds for any or all of the following actions: withholding of payments pending correction of the deficiency by the non-Federal entity and/or more severe enforcement action by the Council or pass-through entity in accordance with 2 C.F.R. § 200.338; disallowance of (that is, denial of both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance; suspension or termination of all or any portion of the award; initiation of suspension or debarment proceedings as authorized under 2 C.F.R. part 180 and any Council regulations and policies promulgated pursuant to its authority (or in the case of a pass-through entity, recommendation that such a proceeding be initiated by the Council); withholding of further awards for the project or program; or enforcement of other remedies that may be legally available. *See also* 2 C.F.R. §§ 200.339 through 200.342.

.07 Prohibition against Assignment by the Non-Federal Entity

The non-Federal entity shall not transfer, pledge, hypothecate, mortgage, or otherwise assign the award, or any interest therein, or any claim arising thereunder, to any party or parties, including without limitation any bank, trust company or other financing or financial institution, without the express written approval of the Grants Officer.

.08 Disclaimer Provisions

a. The United States expressly disclaims any and all responsibility or liability to the non-Federal entity or third persons for any actions of the non-Federal entity or third persons resulting in death, bodily injury, personal or property damage, or any other damage, loss or liability in connection with or resulting in any way from the performance of this award or any subaward or subcontract under this award.

b. Acceptance of this award by the non-Federal entity does not in any way establish or constitute an agency relationship between the United States and the non-Federal entity.

C. FINANCIAL REQUIREMENTS

.01 Financial Reports

a. In accordance with 2 C.F.R. § 200.327, the recipient shall submit a “Federal Financial Report” (Form SF-425 or any successor form, or another format as required by the Council) on a semi-annual basis. Semi-annual reporting periods will be specified in the grant award for either the periods ending March 31 and September 30, or any portion thereof, or June 30 and December 31, or any portion thereof, unless otherwise specified in a special award condition. Reports are due no later than 30 days following the end of each reporting period. A final Form SF-425 shall be submitted within 90 days after the expiration of the project period.

b. The report should be submitted to the Grants Officer electronically, unless the recipient makes an arrangement with the Grants Officer for submission in hard copy (no more than one original and two copies), in accordance with the award conditions.

c. The recipient must report to the Council at the conclusion of the grant period, or other period specified by the Council, on the use of funds pursuant to the award in accordance with the requirements in 31 C.F.R. § 34.803(e).

d. The recipient must forecast cash requirements/draws semi-annually, for the periods October 1 to March 31 and April 1 to September 30, throughout the life of the grant. Forecasted cash requirements must be updated with the submission of each "Federal Financial Report."

.02 Financial Management

a. In accordance with 2 C.F.R. § 200.302(a), each State, including a state's administrative agents and the Gulf Consortium of Florida counties, must expend and account for the Federal award in accordance with state laws and procedures for expending and accounting for the state's own funds. In addition, the state's and other non-Federal entities' financial management systems, including records documenting compliance with Federal statutes, regulations, and the terms and conditions of the Federal award, must be sufficient to permit the preparation of reports required by general and program-specific terms and conditions – including preparation of accurate, current and complete SF-425, Performance (Technical) Report, reporting on subawards, and any additional reports required by any additional award conditions. The financial management system also must be sufficient to trace funds to a level of expenditures adequate to establish that such funds have been used according to the Federal statutes, regulations – including without limitation the Resources and Ecosystem Sustainability, Tourist Opportunities, and Revived Economies of the Gulf Coast States Act of 2012 (RESTORE Act), Council and Treasury RESTORE Act regulations – and the terms and conditions of the Federal award. *See also* 2 C.F.R. § 200.450 "Lobbying."

b. The financial management system of each non-Federal entity must provide all information required by 2 C.F.R. § 200.302(b) and maintain detailed records sufficient to account for the receipt, obligation and expenditure of grant funds in accordance with the requirements in 31 C.F.R. § 34.803(b). *See also* 2 C.F.R. §§ 200.333 "Retention requirements for records"; 200.334 "Requests for transfer of records"; 200.335 "Methods for collection, transmission and storage of information"; 200.336 "Access to records"; and 200.337 "Restrictions on public access to records." Specifically, the financial management system must provide for:

   1. Identification and tracking of all Council awards received and expended by the Catalog of Federal Domestic Assistance (CFDA) title and number, Federal award identification number and year, name of the Federal agency, and name of the pass-through entity, if any;

   2. Records that adequately identify the source and application of all funds for Federally-funded activities, including information pertaining to Federal awards, authorizations, obligations, unobligated balances, assets, expenditures, income and interest, and are supported by source documentation; and

   3. Effective control over, and accountability for, all Federal funds, and all property and assets acquired with Federal funds. The recipient must adequately safeguard all assets and ensure that they are used solely for authorized purposes.

c. The recipient must establish written procedures to implement the requirements set forth in Subsection, C.03 "Award Payments," below, as well as written procedures to determine the allowability of costs in accordance with 2 C.F.R. Part 200, subpart E "Cost Principles," and the terms and conditions of this award.

.03 Award Payments

a. The reimbursement method of payment will be used under this award, unless otherwise specified in a special award condition. The Grants Officer will determine the appropriate method of payment. Payments are made through electronic funds transfers directly to the non-Federal entity's bank account and in accordance with the requirements of the Debt Collection Improvement Act of 1996 (31 U.S.C. § 3701 *et. seq.*) and the Cash Management Improvement Act (31 U.S.C. § 6501 *et. seq.*).

   1. Consistent with 2 C.F.R. § 200.305(a), for States, payments are governed by the Treasury-State Cash Management Improvement Act (CMIA) agreements and default procedures codified at 31 C.F.R. Part 205 "Rules and Procedures for Efficient Federal-State Funds Transfers" and Treasury Financial Manual Volume I, 4A-2000 "Overall Disbursing Rules for All Federal Agencies."

   2. Consistent with 2 C.F.R. § 200.305(b), for non-Federal entities other than States, payment methods must minimize the amount of time elapsing between the transfer of funds from the U.S. Treasury or the pass-through entity and the disbursement by the non-Federal entity.

b. The Council Award Number must be included on all payment-related correspondence, information, and forms.

c. Unless otherwise provided for in the award terms, payments under this award will be made using the Department of Treasury's Automated Standard Application for Payment (ASAP)[2] system. Under the ASAP system, payments will be made through preauthorized electronic funds transfers in accordance with the requirements of the Debt Collection Improvement Act of 1996. Awards paid under the ASAP system will contain a special award condition, clause or provision describing enrollment requirements and any controls or withdrawal limits set in the ASAP system. Recipients enrolled in the ASAP system are not required to submit a "Request for Advance or Reimbursement" (Form SF-270 or successor form), in order to receive payments relating to their award. Pre-approval prior to requesting payments may be required for recipients that are determined by the Council to be in a high risk category or noncompliant (*see* 2 C.F.R. § 200.205 "Federal awarding agency review of risk posed by applicants," and *see* section M "Remedies for Noncompliance" below).

   1. In order to receive payments under ASAP, recipients are required to enroll with the Department of Treasury, Financial Management Service, Regional Financial Centers, which enables them to use the on-line and Voice Response System (VRS) method of withdrawing funds from their ASAP established accounts.

   2. The following information will be required to make withdrawals under ASAP: (i) ASAP account number, i.e., the Federal award number found on the cover sheet of the award; (ii) Agency Location Code (ALC); and (iii) Region Code.

d. When expressly allowed through a special award condition, advances shall be limited to the minimum amounts necessary to meet immediate disbursement needs, but in no event shall advances exceed the amount of cash required for a 30-day period. Funds advanced but not disbursed in a timely manner and any accrued interest thereon must be promptly returned to the Council. The Grants Officer may periodically request documentation from the non-Federal entity verifying that the elapsed time between the transfer of funds and disbursement has been minimized. If a non-Federal entity demonstrates an unwillingness or inability to establish procedures that will minimize time elapsing

[2] Department of Treasury's Automated Standard Application for Payment (ASAP) system - https://www.fiscal.treasury.gov/fsservices/gov/pmt/asap/asap_home.htm, verified on 8/18/2015.

between transfer of funds and disbursement or if the non-Federal entity otherwise fails to continue to qualify for the advance payment method, the Grants Officer may change the method of payment to reimbursement only.

e. Where the use of an alternative system other than ASAP is provided for in the award terms, requests for payment will be submitted to the Grants Officer.

1. Form SF-3881, "ACH Vendor/Miscellaneous Payment Enrollment Form," must be completed before the first award payment can be made via the "Request for Advance or Reimbursement" (Form SF-270) request.

2. When advance payment is expressly allowed for by special award condition, the non-Federal entity must submit the request no more frequently than monthly, and advances will be approved for periods to cover only expenses anticipated over the following 30 days. The non-Federal entity must complete the "ACH Vendor Miscellaneous Payment Enrollment Form" (Form SF-3881 or successor form), and Form SF-270, and submit those forms to the Grants Officer.

.04 Federal and Non-Federal Sharing

a. Awards that include Federal and non-Federal sharing incorporate a budget consisting of shared allowable costs. If actual allowable costs are less than the total approved budget, the Federal and non-Federal cost shares shall be calculated by applying the approved Federal and non-Federal cost share ratios to actual allowable costs. If actual allowable costs are greater than the total approved budget, the Federal share shall not exceed the total Federal dollar amount authorized by the award.

b. The non-Federal share, whether in cash or in-kind, is to be paid out at the same general rate as the Federal share. Exceptions to this requirement may be granted by the Grants Officer based on sufficient documentation demonstrating previously determined plans for, or later commitment of, cash or in-kind contributions. In any case the non-Federal entity must meet its cost share commitment over the life of the award. The non-Federal entity must create and maintain sufficient records sufficient to justify all non-Federal sharing requirements and to facilitate questions and audits. *See* Section I "Audits" below for audit requirements, and *see* 2 C.F.R. § 200.306 for additional requirements regarding cost sharing.

.05 Program Income

a. Non-Federal entities are encouraged to earn income to defray program costs where appropriate. Any program income shall be earned and applied consistent with the requirements of 2 C.F.R. § 200.307.

b. The recipient must maintain detailed records sufficient to account for the receipt, obligation, and expenditure of grant funds including the tracking of program income. Program income must be included in the non-Federal entity's approved budget and tracked in accordance with the requirements in 31 C.F.R. § 34.803(b).

c. All program income must be documented in the Federal financial report submitted to the Council for the period in which the income was earned.

.06 Budget Changes and Transfer of Funds among Categories

a. Requests for changes to the approved budget must be made in accordance with 2 C.F.R. § 200.308 "Revision of budget and program plans" and submitted in writing to the Grants Officer who will make the final determination on such requests and notify the non-Federal entity in writing thereof.

1. Construction Awards. For construction Federal awards, the non-Federal entity must request prior written approval promptly from the Grants Officer for budget revisions whenever one or more of the following applies:

   i. The revision results from changes in the scope or the objective of the project or program;
   ii. The need arises for additional Federal funds to complete the project; or
   iii. A revision is desired which involves specific costs for which prior written approval requirements may be imposed consistent with applicable OMB cost principles listed in 2 C.F.R. part 200, Subpart E—"Cost Principles."

2. Non-Construction Awards. For non-construction Federal awards, recipients must request prior written approval promptly from the Grants Officer for budget revisions whenever one or more of the following applies:

   i. Change in the scope or the objective of the project or program;
   ii. Change in a key person specified in the application or the Federal award;
   iii. The disengagement from the project for more than three months, or a 25 percent reduction in time devoted to the project, by the approved project director or principal investigator;
   iv. The inclusion, unless waived by the Council, of costs that require prior approval in accordance with 2 C.F.R. part 200 Subpart E—"Cost Principles" or 45 C.F.R. Part 75 Appendix IX "Principles for Determining Costs Applicable to Research and Development under Awards and Contracts with Hospitals," or 48 C.F.R. Part 31 "Contract Cost Principles and Procedures," as applicable;
   v. The transfer of funds budgeted for participant support costs as defined in 2 C.F.R. § 200.75 "Participant support costs to other categories of expense";
   vi. The subawarding, transferring or contracting out of any work under a Federal award unless (a) described in the application and funded in the approved Federal award, or (b)applicable to the acquisition of supplies, material, equipment or general support services only; or
   vii. Changes in the amount of approved cost-sharing or matching provided by the non-Federal entity. No other prior approval requirements for specific items may be imposed unless a deviation has been approved by OMB. *See also* 2 C.F.R. §§ 200.102 "Exceptions" and 200.407 "Prior written approval."

3. Both Construction and Non-Construction Activities in Award. If a single award provides support for construction and non-construction work, the recipient must request prior written approval from the Grants Officer before making any fund or budget transfers between the two types of work supported.

b. In accordance with 2 C.F.R. § 200.308(e), transfers of funds by the recipient among direct cost categories are permitted for awards in which the Federal share of the project is the Simplified Acquisition Threshold ($150,000 as of 12/26/2013) or less. For awards in which the Federal share of the project exceeds the Simplified Acquisition Threshold, the recipient must request prior written approval from the Grants Officer for transfers of funds among direct cost categories when the

cumulative amount of such direct cost transfers exceeds ten percent of the total budget[3] as last approved by the Grants Officer. The 10% threshold applies to the total Federal funds authorized by the Grants Officer at the time of the transfer request. The same requirements apply to the cumulative amount of transfer of funds among programs, functions, and activities. This transfer authority does not authorize the recipient to create new budget categories within an approved budget without the prior written approval of the Grants Officer. No transfer that enables any Federal appropriation, or part thereof, to be used for an unauthorized purpose will be permitted. The foregoing provision does not prohibit the recipient from requesting Grants Officer approval for revisions to the budget. *See* 2 C.F.R. § 200.308 (as applicable) for specific requirements concerning budget revisions and transfer of funds between budget categories.

c. The recipient is not authorized at any time to transfer amounts budgeted for direct costs to the indirect costs line item or vice versa without the prior written approval of the Grants Officer.

.07 Indirect (Facilities and Administrative [F&A]) Costs

a. Indirect (facilities and administrative [F&A]) costs will not be allowable charges against an award unless permitted under the award, specifically included as a line item in the award's approved budget and consistent with 2 C.F.R. §§ 200.414 "Indirect (F&A) costs" and Subpart E "Cost Principles."

b. Indirect costs of recipients are subject to the three percent (3%) cap on administrative expenses stated in 33 U.S.C. § 1321(t)(1)(B)(iii) and 31 C.F.R. § 34.204. The three percent cap on administrative expenses applies only to recipients and does not flow down to subrecipients.

c. Excess indirect costs may not be used to offset unallowable direct costs.

d. Indirect costs charged must be consistent with the indirect cost rate agreement negotiated between the non-Federal entity and its cognizant agency (defined as the Federal agency that is responsible for reviewing, negotiating, and approving cost allocation plans or indirect cost proposals, *see* 2 C.F.R. § 200.19) and must be included in the recipient's budget. The Council will accept approved indirect cost rates unless otherwise authorized by a Federal statute or regulation, or requirements at 2 C.F.R. § 200.414(c) are met.

    1. If indirect costs are permitted and the non-Federal entity wishes to include indirect costs in its budget, but the non-Federal entity has not previously established an indirect cost rate with a Federal agency, the requirements for determining the relevant cognizant agency and developing and submitting indirect (F&A) cost rate proposals and cost allocation plans are contained in Appendices III – VII to 2 C.F.R. Part 200 as follows:

        - Appendix III to 2 C.F.R. Part 200 – Indirect (F&A) Costs Identification and Assignment, and Rate Determination for Institutions of Higher Education (IHEs);
        - Appendix IV to 2 C.F.R. Part 200 – Indirect (F&A) Costs Identification and Assignment, and Rate Determination for Nonprofit Organizations;
        - Appendix V to 2 C.F.R. Part 200 – State/Local Governmentwide Central Service Cost Allocation Plans;

[3] The cumulative amount of direct cost transfers is calculated by summing the negative variances between the approved and proposed budgets. Variance is calculated by subtracting the proposed budget amount for each cost category from the approved budget amount for the category. Only variances less than zero are totaled. The cumulative negative variance is then divided by the total grant award budget to determine the percentage transferred, i.e., cumulative % of transfer(s) = {[Σ (negative variances)] / total award budget} x 100.

- Appendix VI to 2 C.F.R. Part 200 – Public Assistance Cost Allocation Plans; and
- Appendix VII to 2 C.F.R. Part 200 – States and Local Government and Indian Tribe Indirect Cost Proposals.

The cognizant agency for governmental units or agencies not specifically identified by OMB will be determined based on the Federal agency providing the largest amount of Federal funds. *See* 2 C.F.R. §200.416 "Cost allocation plans and indirect cost proposals." When the Council is not the oversight or cognizant Federal agency, the non-Federal entity shall provide the Grants Officer with a copy of a negotiated rate agreement or a copy of the transmittal letter submitted to the cognizant or oversight Federal agency requesting a negotiated rate agreement.

2. For those organizations for which the Council is cognizant or has oversight, the Council or its designee will either negotiate a fixed rate with carry-forward provisions for the non-Federal entity or, in some instances, will limit its review to evaluating the procedures described in the non-Federal entity's cost allocation plan. Indirect cost rates and cost allocation methodology reviews are subject to future audits to determine actual indirect costs.

3. Within 90 days after the award start date, the non-Federal entity shall submit to the address listed below documentation (indirect cost proposal, cost allocation plan, etc.) necessary to perform the review. The non-Federal entity shall provide the Grants Officer with a copy of the transmittal letter.

   Gulf Coast Ecosystem Restoration Council Office
   Attn: Senior Grants Management Officer
   500 Poydras Street, Suite 1117
   New Orleans, LA 70130

   If the non-Federal entity fails to submit the required documentation to the Council within 90 days of the award start date, the Grants Officer may amend the award to preclude the recovery of any indirect costs under the award. If the Council, oversight or cognizant Federal agency determines there is a finding of good and sufficient cause to excuse the non-Federal entity's delay in submitting the documentation, an extension of the 90-day due date may be approved by the Grants Officer.

4. The non-Federal entity may use the fixed rate proposed in the indirect cost plan until such time as the Council provides a response to the submitted plan. Actual indirect costs must be calculated annually and adjustments made through the carry-forward provision used in calculating the following year's rate. This calculation of actual indirect costs and the carry-forward provision is subject to audit. Indirect cost rate proposals must be submitted annually. Organizations that have previously established indirect cost rates must submit a new indirect cost proposal to the cognizant agency within six months after the close of each of the recipients' fiscal years.

e. The maximum dollar amount of allocable indirect costs for which the Council will reimburse the non-Federal entity shall be the lesser of:

   1. The line item amount for the Federal share of indirect costs contained in the approved award budget, including all budget revisions approved in writing by the Grants Officer; or

   2. The Federal share of the total indirect costs allocable to the award based on the indirect cost rate approved by a cognizant or oversight Federal Agency for indirect costs and applicable to the period in which the cost was incurred, provided that the rate is approved in writing on or before

the award end date, subject to the three percent (3%) cap on administrative expenses provided in 33 U.S.C. § 1321(t)(1)(B)(iii) and 31 C.F.R. § 34.204.

f. In addition, a non-Federal entity that is a State, local government, Indian tribe, institution of higher education, or nonprofit organization and has never received a negotiated indirect cost rate may elect to charge a *de minimis* rate of 10% of modified total direct costs. *See also* 2 C.F.R. § 200.414(f).

.08 Incurring Costs or Obligating Federal Funds Outside of the Period of Performance

a. The non-Federal entity shall not incur costs or obligate funds for any purpose pertaining to the operation of the project, program, or activities beyond the period of performance, i.e., the time during which the non-Federal entity may incur new obligations to carry out the work authorized under the Federal award. *See* 2 C.F.R. §§ 200.77 and 200.309.

1. The Council or pass-through entity must include start and end dates of the period of performance in the Federal award.

2. All activities supported through an award must occur and be completed during the approved period of performance, whether funded directly or through a subaward or subcontract, and all obligated costs must be liquidated within 90 days following the end date of the period of performance.

3. The only costs which may be authorized for a period of not to exceed 90 days following the end of the project period are those solely associated with close-out activities. Close-out activities are limited to the preparation of final progress, financial, and required project audit reports unless otherwise approved in writing by the Grants Officer. The Grants Officer may approve extensions of the 90-day closeout period upon a request by the non-Federal entity as provided in 2 C.F.R. § 200.343.

b. Unless otherwise authorized in 2 C.F.R. § 200.343 or a special award condition, any extension of the project period can only be authorized by the Grants Officer in writing. Verbal or written assurances of funding from anyone other than the Grants Officer shall not constitute authority to obligate funds for programmatic activities beyond the end of the project period.

c. Pre-Award Costs. Pre-award costs are those incurred prior to the effective date of the Federal award directly pursuant to the negotiation and in anticipation of the Federal award where such costs are necessary for efficient and timely performance of the scope of work. Such costs are allowable only to the extent that they would have been allowable if incurred after the date of the Federal award and only with the written approval of the Grants Officer. The recipient must use funds obligated and disbursed under the award only during the period of performance specified in the award document. *See* 2 C.F.R. § 200.458.

d. The Council has no obligation to provide any additional prospective funding. Any amendment of the award to increase funding and to extend the project period is at the sole discretion of the Council.

.09 Tax Refunds

Refunds of Federal Insurance Contributions Act (FICA) (26 U.S.C. §§ 3101-3128) or Federal Unemployment Tax Act (FUTA) (26 U.S.C. §§ 3301-3311) taxes received by the non-Federal entity

during or after the period of performance must be refunded or credited to the Council whenever the benefits were financed with Federal funds under the award. The non-Federal entity shall contact the Grants Officer immediately upon receipt of these refunds. The non-Federal entity shall in addition refund portions of FICA/FUTA taxes determined to belong to the Federal Government, including refunds received after the period of performance ends.

D. INTERNAL CONTROLS

Consistent with 2 C.F.R. § 200.303, each non-Federal entity:

a. Must establish and maintain effective internal control over the Federal award that provides reasonable assurance that the non-Federal entity is managing the Federal award in compliance with Federal statutes, regulations, and the terms and conditions of the Federal award. These internal controls must be in compliance with guidance in "Standards for Internal Control in the Federal Government"[4] issued by the Comptroller General of the United States or the "Internal Control Integrated Framework,"[5] issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO).

b. Must comply with Federal statutes, regulations, and the terms and conditions of the Federal award.

c. Must evaluate and monitor the non-Federal entity's compliance with statute, regulations and the terms and conditions of Federal award.

d. Must take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings.

e. Must take reasonable measures to safeguard protected personally identifiable information and other information the Council or pass-through entity designates as sensitive or the non-Federal entity considers sensitive consistent with applicable Federal, state and local laws regarding privacy and obligations of confidentiality.

E. PROPERTY STANDARDS

.01 Standards

The non-Federal entity must comply with the property standards as stipulated in 2 C.F.R. §§ 200.310 to 200.316.

.02 Insurance coverage

Recipients must provide insurance coverage for real property and equipment acquired or improved with Federal funds equivalent to that provided for property owned by the non-Federal entity. Federally-owned

[4] "Standards for Internal Control in the Federal Government" issued by the Comptroller General of the United States - http://www.gao.gov/assets/80/76455.pdf, verified on 8/18/2015.
[5] "Internal Control Integrated Framework," issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO), Executive Summary - http://www.coso.org/documents/Internal%20Control-Integrated%20Framework.pdf, verified on 8/18/2015.

property need not be insured unless required by the terms and conditions of the Federal award. *See* 2 C.F.R. § 200.310.

.03 Real Property

a. Real property or an interest in real property may not be acquired under an award without prior written approval of the Grants Officer.

b. Title of real property. Subject to the obligations and conditions set forth in this section, title to real property acquired or improved under a Federal award will vest upon acquisition in the non-Federal entity.

c. Use. Except as otherwise provided by Federal statutes or by the Council, real property must be used for the originally authorized purpose as long as needed for that purpose, during which time the non-Federal entity must not dispose of or encumber its title or any other interest therein.

d. Willing Sellers. Land or interest in land may only be acquired by purchase, exchange or donation from a willing seller in accordance with the requirements in 31 C.F.R. § 34.803(f).

e. Federal Acquisitions. Funds may not be used to acquire land in fee title by the Federal Government unless the exceptions in 31 C.F.R. § 34.803(g) are met.

f. Disposition. When real property is no longer needed for the originally authorized purpose, the non-Federal entity must obtain disposition instructions from the Council or pass-through entity. The instructions will provide that the non-Federal entity do one of the following:

    1. Retain title after compensating the Council. The amount paid to Council will be computed by applying the Council's percentage of participation in the cost of the original purchase (and costs of any improvements) to the fair market value of the property. However, if the non-Federal entity is disposing of real property acquired or improved with a Federal award and acquiring replacement real property under the same Federal award, the net proceeds from the disposition may be used as an offset to the cost of the replacement property.

    2. Sell the property and compensate the Council. The amount due to the Council will be calculated by applying the Council's percentage of participation in the cost of the original purchase (and cost of any improvements) to the proceeds of the sale after deduction of any actual and reasonable selling and fixing-up expenses. If the Federal award has not been closed out, the net proceeds from sale may be offset against the original cost of the property. When the non-Federal entity is directed to sell property, it must utilize sales procedures that provide for competition to the extent practicable and result in the highest possible return.

    3. Transfer title to the Council or to a third party designated or approved by the Council. The non-Federal entity is entitled to be paid an amount calculated by applying the non-Federal entity's percentage of participation in the purchase of the real property (and cost of any improvements) to the current fair market value of the property.

g. The Grants Officer may require the non-Federal entity to submit the Tangible Personal Property Report (Form SF-428 or successor form), and/or Real Property Status Report (Form SF-429 or successor form), including applicable attachments to each form, in connection with the reporting of tangible personal property or of real property acquired or improved, in whole or in part, under a Council financial assistance award. The Grants Officer may also require the non-Federal entity to

submit Form SF-428 and/or Form SF-429, or successor forms, in connection with a non-Federal entity's request to acquire, encumber, dispose of, or take any other action pertaining to tangible personal property or to real property acquired or improved, in whole or in part, under a Council financial assistance award.

.04 Federally-owned and Exempt Federally-owned Property

a. Title to Federally-owned property[6] remains vested in the Federal government. The non-Federal entity must submit annually an inventory listing of Federally-owned property in its custody to the Grants Officer. Upon completion of the Federal award or when the property is no longer needed, the non-Federal entity must report the property to the Grants Officer for further Council utilization. If the Council has no further need for the property, it must declare the property excess and report it for disposal to the appropriate Federal disposal authority, unless the Council has statutory authority to dispose of the property by alternative methods (e.g., the authority provided by the Federal Technology Transfer Act (15 U.S.C. § 3710 (i)) to donate research equipment to educational and non-profit organizations in accordance with Executive Order 12999, "Educational Technology: Ensuring Opportunity for All Children in the Next Century."). The Council will issue appropriate instructions to the non-Federal entity. The Council may exercise this option when statutory authority exists.

b. Absent statutory authority and specific terms and conditions of the Federal award, title to exempt Federally-owned property acquired under the Federal award remains with the Federal government.

c. The Grants Officer may require the non-Federal entity to submit the Tangible Personal Property Report (Form SF-428 or successor form), and/or Real Property Status Report (Form SF-429 or successor form), including applicable attachments to each form, in connection with the reporting of Federally-owned property that is in the non-Federal entity's custody pursuant to a Council financial assistance award or with a non-Federal entity's request to acquire, encumber, dispose of, or take any other action pertaining to Federally-owned property.

.05 Equipment

a. Recipients must comply with the equipment standards provided in 2 C.F.R. §§ 200.313 "Equipment" and 200.439 "Equipment and other capital expenditures."

b. American-Made Equipment and Products. Recipients are hereby notified that they are encouraged, to the greatest extent practicable, to purchase American-made equipment and products with funding provided under this award.

c. Use, management, and disposition of equipment acquired.

   1. For recipients that are States: The recipient must use, manage and dispose of equipment acquired under this award in accordance with state laws and procedures.

   2. For recipients that are not States: Equipment must be used by the recipient in the program or project for which it was acquired as long as needed, whether or not the project or program

[6] Federally-owned property as defined in 2 C.F.R. § 200.312 means property acquired under a Federal award where the title vests with the Federal government. Exempt Federally-owned property means property acquired under a Federal award where the Federal awarding agency has chosen to vest title to the property to the non-Federal entity without further obligation to the Federal Government, based upon the explicit terms and conditions of the Federal award.

continues to be supported by the Federal award. Before disposing of equipment during the period of performance, the recipient must seek disposition instructions from the Grants Officer for equipment acquired under this award if the current fair market value of the equipment is greater than $5,000 per unit. Disposition instructions must be requested by submitting a completed "Tangible Personal Property Report" (SF-428 or any successor form) and the "Disposition Request/Report" (SF-428-C or any successor form). In addition, not later than 60 days after the end of the period of performance, the recipient must submit to the Grants Officer a completed SF-428 and "Final Report Form" (SF-428-B or any successor form) if the recipient retains any equipment with a current fair market value greater than $5,000 per unit.

.06 Supplies

a. Title to supplies vests in the non-Federal entity upon acquisition. If residual inventory of unused supplies exceeds $5,000 in total aggregate value upon termination or completion of the project or program and the supplies are not needed for any other Federal award, then the non-Federal entity may retain the supplies for use on other activities or sell them, but must, in either case, compensate the Federal government for its share. The amount of compensation must be computed in the same manner as for equipment as prescribed in 2 C.F.R. § 200.313 "Equipment"; *see* 200.313(e)(2) for the calculation methodology. *See also* 2 C.F.R. § 200.453 "Materials and supplies costs, including costs of computing devices." The recipient must report the value and the retention or sale of such supplies by submitting to the Grants Officer a completed "Tangible Personal Property Report" (SF-428 or any successor form) and "Final Report Form" (SF-428-B or any successor form) no later than 60 days after the end of the period of performance.

b. As long as the Federal government retains an interest in the supplies, the non-Federal entity must not use supplies acquired under a Federal award to provide services to other organizations for a fee that is less than private companies charge for equivalent services, unless specifically authorized by Federal statute.

.07 Intangible Property

a. Title to intangible[7] property acquired under a Federal award vests upon acquisition in the non-Federal entity.

b. The non-Federal entity must use intangible property for the originally-authorized purpose, and must not encumber the property without the prior written approval of the Council. When no longer needed for the originally authorized purpose, disposition of the intangible property must occur in accordance with the provisions in 2 C.F.R. § 200.313(e).

c. The non-Federal entity may copyright any work that is subject to copyright and was developed, or for which ownership was acquired, under a Federal award. The Council reserves a royalty-free, perpetual, nonexclusive and irrevocable license to reproduce, publish, distribute, exhibit, and/or otherwise use and exploit the work throughout the world in all media now known or hereafter devised, and to authorize others to do so for Federal purposes.

[7] Intangible property as defined by 2 C.F.R. § 200.59 means property having no physical existence, such as trademarks, copyrights, patents and patent applications and property, such as loans, notes and other debt instruments, lease agreements, stock and other instruments of property ownership (whether the property is tangible or intangible).

d. The non-Federal entity is subject to applicable regulations governing patents and inventions, including governmentwide regulations issued by the Department of Commerce at 37 C.F.R. part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Awards, Contracts and Cooperative Agreements."

e. The Federal government has the right, perpetually throughout the world in all media now known or hereafter devised, to:

   1. Obtain, reproduce, publish, distribute, exhibit, and/or otherwise use and exploit the data produced under a Federal award; and

   2. Authorize others to do so for Federal purposes.

f. Freedom of Information Act (FOIA). Pursuant to 2 C.F.R. § 200.315(e), in response to a FOIA request for research data relating to published research findings[8] produced under a Federal award that were used by the Federal government in developing an agency action that has the force and effect of law, the Council will request, and the non-Federal entity must provide, within a reasonable time, the research data[9] so that such data can be made available to the public through the procedures established under the FOIA. If the Council obtains the research data solely in response to a FOIA request, the Council may charge the requester a reasonable fee equal to the full incremental cost of obtaining the research data that reflects the costs incurred by the Council and the non-Federal entity. Pursuant to 5 U.S.C. § 552(a)(4)(A), this fee is in addition to any fees the Council may assess under the FOIA.

.08 Property Trust Relationship

Real property, equipment and intangible property acquired or improved with a Federal award must be held in trust by the non-Federal entity as trustee for the beneficiaries of the project or program under which the property was acquired or improved. The Council may require the non-Federal entity to record liens or other appropriate notices of record to indicate that personal or real property has been acquired or improved with a Federal award and that use and disposition conditions apply to the property.

F. PROCUREMENT STANDARDS

Pursuant to 2 C.F.R. § 200.317, when procuring property and services under this Federal award, a State must follow the same policies and procedures it uses for procurements from its non-Federal funds. The

[8] Published research findings (as defined by 2 C.F.R. § 200.315(e)(2)) means findings are published in a peer-reviewed scientific or technical journal; or a Federal agency publicly and officially cites the research findings in support of an agency action that has the force and effect of law. Used by the Federal government in developing an "agency action that has the force and effect of law" is defined as when an agency publicly and officially cites the research findings in support of an agency action that has the force and effect of law.

[9] As defined by 2 C.F.R. § 200.315(e)(3), research data means the recorded factual material commonly accepted in the scientific community as necessary to validate research findings, but not any of the following: preliminary analyses, drafts of scientific papers, plans for future research, peer reviews, or communications with colleagues. This "recorded" material excludes physical objects (e.g., laboratory samples). Research data also do not include: trade secrets, commercial information, materials necessary to be held confidential by a researcher until they are published, or similar information which is protected under law; and personnel and medical information and similar information the disclosure of which would constitute a clearly unwarranted invasion of personal privacy, such as information that could be used to identify a particular person in a research study.

State will comply with 2 C.F.R. § 200.322 "Procurement of recovered materials," and the State must ensure that every purchase order or other contract includes any clauses required by section 2 C.F.R. § 200.326 "Contract provisions." All other non-Federal entities, including subrecipients of a State, will follow the requirements of 2 C.F.R. §§ 200.318 "General procurement standards" through 200.326 "Contract provisions."

a. For recipients that are States: When executing procurement actions under the award, the recipient must follow the same policies and procedures it uses for procurements from its non-Federal funds. The recipient must ensure that every purchase order or other contract contains any clauses required by federal statutes and EOs and their implementing regulations, including all of the provisions listed in Appendix II to 2 C.F.R. Part 200 "Contract Provisions for Non-Federal Entity Contracts under Federal Awards," as well as any other provisions required by law or regulations.

b. For recipients that are not States: The recipient must follow all procurement requirements set forth in 2 C.F.R. §§ 200.318, 200.319, 200.320, 200.321, 200.323, 200.324, and 200.325. In addition, all contracts executed by the recipient to accomplish the approved scope of work must contain any clauses required by federal statutes and EOs and their implementing regulations, including all of the provisions listed in Appendix II to 2 C.F.R. Part 200 "Contract Provisions for Non-Federal Entity Contracts under Federal Awards."

G. NON-DISCRIMINATION REQUIREMENTS

No person in the United States shall, on the ground of race, color, national origin, handicap, age, religion, or sex, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity receiving Federal financial assistance. The non-Federal entity shall comply with the non-discrimination requirements below:

.01 Statutory Provisions

a. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d *et seq.*) and any Council regulations and policies promulgated pursuant to its authority prohibit discrimination on the grounds of race, color, or national origin under programs or activities receiving Federal financial assistance;

b. Title IX of the Education Amendments of 1972 (20 U.S.C. §§ 1681 *et seq.*) prohibits discrimination on the basis of sex under Federally assisted education programs or activities;

c. The Americans with Disabilities Act of 1990 (ADA) (42 U.S.C. §§ 12101 *et seq.*) prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto, as well as public or private entities that provide public transportation;

d. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), and any Council regulations and policies promulgated pursuant to its authority prohibit discrimination on the basis of handicap under any program or activity receiving or benefiting from Federal assistance.

e. Revised ADA Standards for Accessible Design for Construction Awards revised regulations implementing Title II of the Americans with Disabilities Act (ADA) (28 C.F.R. part 35; 75 FR 56164, as amended by 76 FR 13285) and Title III of the ADA (28 C.F.R. part 36; 75 FR 56164, as amended by 76 FR 13286) which adopted new enforceable accessibility standards called the "2010 ADA

Standards for Accessible Design" (2010 Standards). All new construction and alteration projects shall comply with the 2010 Standards.

f. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 *et seq.*), and any Council regulations and policies promulgated pursuant to its authority prohibit discrimination on the basis of age in programs or activities receiving Federal financial assistance;

g. Any other applicable non-discrimination law(s).

.02 Other Provisions

a. Parts II and III of EO 11246, "Equal Employment Opportunity," (30 FR 12319, 1965), as amended by EO 11375 (32 FR 14303, 1967) and EO 12086 (43 FR 46501, 1978), requiring Federally-assisted construction contracts to include the nondiscrimination provisions of §§ 202 and 203 of that EO and Department of Labor regulations implementing EO 11246 (41 C.F.R. § 60-1.4(b), 1991).

b. EO 13166 (August 11, 2000), "Improving Access to Services for Persons With Limited English Proficiency," requiring Federal agencies to examine the services provided, identify any need for services to those with limited English proficiency (LEP), and develop and implement a system to provide those services so LEP persons can have meaningful access to them.

c. Pilot Program for Enhancement of Employee Whistleblower Protections. The National Defense Authorization Act (NDAA) for Fiscal Year (FY) 2013 (Pub. L. No. 112-239, enacted January 2, 2013 and codified at 41 U.S.C. § 4712) includes a pilot program of whistleblower protection. It applies to all Council awards, subawards, or contracts under awards issued beginning July 1, 2013 through January 1, 2017. The following provision implements that law:

In accordance with 41 U.S.C. § 4712, an employee of a non-Federal entity or contractor under a Federal award or subaward may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body information that the employee reasonably believes is evidence of gross mismanagement of a Federal award, subaward, or a contract under a Federal award or subaward, a gross waste of Federal funds, an abuse of authority relating to a Federal award or subaward or contract under a Federal award or subaward, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal award, subaward, or contract under a Federal award or subaward. These persons or bodies include:

1. A Member of Congress or a representative of a committee of Congress.
2. An Inspector General.
3. The Government Accountability Office.
4. A Federal employee responsible for contract or grant oversight or management at the relevant agency.
5. An authorized official of the Department of Justice or other law enforcement agency.
6. A court or grand jury.
7. A management official or other employee of the contractor, subcontractor, or grantee who has the responsibility to investigate, discover, or address misconduct.

Non-Federal entities shall inform their employees in writing of the rights and remedies provided under 41 U.S.C. § 4712, in the predominant native language of the workforce.

.03 Title VII Exemption for Religious Organizations

Generally, Title VII of the Civil Rights Act of 1964, 42 U.S.C. § 2000e *et seq*., provides that it shall be an unlawful employment practice for an employer to discharge any individual or otherwise to discriminate against an individual with respect to compensation, terms, conditions, or privileges of employment because of such individual's race, color, religion, sex, or national origin. However, Title VII, 42 U.S.C. § 2000e-1(a), expressly exempts from the prohibition against discrimination on the basis of religion, a religious corporation, association, educational institution, or society with respect to the employment of individuals of a particular religion to perform work connected with the carrying on by such corporation, association, educational institution, or society of its activities.

H. RECORDS RETENTION

a. The recipient must retain all records pertinent to this award for a period of no less than three years, beginning on a date as described in 2 C.F.R. § 200.333. While electronic storage of records (backed up as appropriate) is preferable, the recipient has the option to store records in hardcopy (paper) format. For the purposes of this section, the term "records" includes but is not limited to:

    1. Copies of all contracts and all documents related to a contract, including the Request for Proposal (RFP), all proposals/bids received, all meeting minutes or other documentation of the evaluation and selection of contractors, any disclosed conflicts of interest regarding a contract, all signed conflict of interest forms (if applicable), all conflict of interest and other procurement rules governing a particular contract, and any bid protests;

    2. Copies of all subawards, including the funding opportunity announcement or equivalent, all applications received, all meeting minutes or other documentation of the evaluation and selection of subrecipients, any disclosed conflicts of interest regarding a subaward, and all signed conflict of interest forms (if applicable);

    3. All documentation of site visits, reports, audits, and other monitoring of contractors (vendors) and subrecipients (if applicable);

    4. All financial and accounting records, including records of disbursements to contractors (vendors) and subrecipients, and documentation of the allowability of Administrative Costs charged to this award;

    5. All supporting documentation for the performance outcome and other information reported on the recipient's Financial Reports and Performance (Technical) Reports; and

    6. Any reports, publications, and data sets from any research conducted under this award.

b. If any litigation, claim, investigation, or audit relating to this award or an activity funded with award funds is started before the expiration of the three 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.

I. AUDITS

a. Under the Government Accounting Office's authorities (5 U.S.C. § 701 et seq.) and the Inspector General Act of 1978, as amended, 5 U.S.C. App. 3, § 1 *et seq.*, an audit of the award may be conducted at any time. The Treasury Office of Inspector General (OIG), Government Accounting Office (GAO) and the Council are authorized to audit Council awards. *See* Section 1608 of the RESTORE Act; and *see* 31 C.F.R. §§ 34.205, 34.406, 34.508 and 34.805.

b. The Treasury OIG (as specified in the RESTORE Act), or any of his or her duly authorized representatives, the GAO and the Council shall have timely and unrestricted access to any pertinent books, documents, papers, and records of the non-Federal entity, whether written, printed, recorded, produced, or reproduced by any electronic, mechanical, magnetic, or other process or medium, in order to make audits, inspections, excerpts, transcripts, or other examinations as authorized by law.

c. If the Treasury OIG requires a program audit on a Council award, the OIG will usually make the arrangements to audit the award, whether the audit is performed by OIG personnel, an independent accountant under contract with the Council, or any other Federal, state, or local audit entity.

d. The Treasury OIG, the GAO, and the Council shall have the right during normal business hours to conduct announced and unannounced onsite and offsite physical visits of recipients and their subrecipients and contractors corresponding to the duration of their records retention obligation for this award.

.01 Organization-Wide, Program-Specific, and Project Audits

a. Organization-wide or program-specific audits must be performed in accordance with the Single Audit Act Amendments of 1996, as implemented by 2 C.F.R. part 200, Subpart F, "Audit Requirements." Recipients that are subject to the provisions of 2 C.F.R. part 200, Subpart F and that expend $750,000 or more in a year in Federal awards must have an audit conducted for that year in accordance with the requirements contained in 2 C.F.R. part 200, Subpart F. A copy of the audit shall be submitted to the Bureau of the Census, which has been designated by OMB as a central clearinghouse, by electronic submission to the Federal Audit Clearinghouse website.[10] If it is necessary to submit by paper, the address for submission is:

Federal Audit Clearinghouse
Bureau of the Census
1201 E. 10th Street
Jeffersonville, IN 47132

b. Except for the provisions for biennial audits provided in paragraphs (1) and (2) of this section, audits required must be performed annually. Any biennial audit must cover both years within the biennial period.

1. A State, local government, or Indian tribe that is required by constitution or statute, in effect on January 1, 1987, to undergo its audits less frequently than annually, is permitted to undergo its audits pursuant to this part biennially. This requirement must still be in effect for the biennial period.

[10] Federal Audit Clearinghouse website - http://harvester.census.gov/sac/, verified on 6/5/2015.

2. Any nonprofit organization that had biennial audits for all biennial periods ending between July 1, 1992, and January 1, 1995, is permitted to undergo its audits pursuant to this part biennially.

c. Council programs may have specific audit guidelines that will be incorporated into the award. When the Council does not have a program-specific audit guide available for the program, the auditor will follow the requirements for a program-specific audit as described in 2 C.F.R. § 200.507. The non-Federal entity may include a line item in the budget for the cost of the audit for approval. A copy of the program-specific audit shall be submitted to the Grants Officer and to the OIG at OIGCounsel@oig.treas.gov or if e-mail is unavailable, submission to the OIG can be made at the following address:

Treasury Office of Inspector General
1500 Pennsylvania Ave. NW
Washington, DC 20220

.02 Audit Resolution Process

a. An audit of the award may result in the disallowance of costs incurred by the non-Federal entity and the establishment of a debt (account receivable) due the Council. For this reason, the non-Federal entity should take seriously its responsibility to respond to all audit findings and recommendations with adequate explanations and supporting evidence whenever audit results are disputed.

b. A non-Federal entity whose award is audited has the following opportunities to dispute the proposed disallowance of costs and the establishment of a debt:

1. Unless the Inspector General determines otherwise, the non-Federal entity has 30 days after the date of the transmittal of the draft audit report to submit written comments and documentary evidence.

2. The non-Federal entity has 30 days after the date of the transmittal of the final audit report to submit written comments and documentary evidence. There will be no extension of this deadline.

3. The Council will review the documentary evidence submitted by the non-Federal entity and notify the non-Federal entity of the results in an *Audit Resolution Determination Letter*. The non-Federal entity has 30 days after the date of receipt of the *Audit Resolution Determination Letter* to submit a written appeal. There will be no extension of this deadline. The appeal is the last opportunity for the non-Federal entity to submit written comments and documentary evidence that dispute the validity of the audit resolution determination.

4. An appeal of the Audit Resolution Determination does not prevent the establishment of the audit-related debt nor does it prevent the accrual of interest on the debt. If the Audit Resolution Determination is overruled or modified on appeal, appropriate corrective action will be taken retroactively. An appeal will stay the offset of funds owed by the auditee against funds due to the auditee.

5. The Council will review the non-Federal entity's appeal and notify the non-Federal entity of the results in an *Appeal Determination Letter*. After the opportunity to appeal has expired or after the appeal determination has been rendered, the Council will not accept any further documentary evidence from the non-Federal entity. No other administrative appeals to the Council are available.

J. DEBTS

.01 Payment of Debts Owed the Federal Government

a. The non-Federal entity must promptly pay any debts determined to be owed the Federal Government. Council debt collection procedures are set out in 2 C.F.R. part 200, Subpart D. In accordance with 2 C.F.R. § 200.345, delinquent debt includes any funds paid to the non-Federal entity in excess of the amount to which the non-Federal entity is finally determined to be entitled under the terms of the Federal award, constituting a debt to the Federal government (this includes a post-delinquency payment agreement) unless other satisfactory payment arrangements have been made. In accordance with 2 C.F.R. § 200.345, failure to pay a debt by the due date, or if there is no due date, within 90 calendar days after demand, shall result in the assessment of interest, penalties and administrative costs in accordance with the provisions of 31 U.S.C. § 3717 and 31 C.F.R. parts 900 through 999. The Council will transfer any debt that is more than 180 days delinquent to the Bureau of the Fiscal Service for debt collection services, a process known as "cross-servicing," pursuant to 31 U.S.C. § 3711(g), 31 C.F.R. § 285.12 and any Council regulations and policies promulgated pursuant to its authority, and may result in the Council taking further action as specified in Section B.06 "Non-Compliance With Award Provisions" Above. Funds for payment of a debt shall not come from other Federally-sponsored programs. Verification that other Federal funds have not been used will be made (e.g., during on-site visits and audits).

b. If a non-Federal entity fails to repay a debt within 90 calendar days after the demand, the Council may reduce the debt by: (1) Making an administrative offset against other requests for reimbursements; (2) Withholding advance payments otherwise due to the non-Federal entity; or (3) Other action permitted by Federal statute. *See* 2 C.F.R. § 200.345(a).

.02 Late Payment Charges

a. Interest shall be assessed on the delinquent debt in accordance with section 3717(a) of the Debt Collection Act of 1982, as amended (31 U.S.C. § 3701 *et seq.)*. The minimum annual interest rate to be assessed is the Department of the Treasury's Current Value of Funds Rate (CVFR).[11] The CVFR is published by the Department of the Treasury in the *Federal Register*[12] and in the *Treasury Financial Manual Bulletin*.[13] The assessed rate shall remain fixed for the duration of the indebtedness.

b. Penalties shall accrue at a rate of not more than six percent (6%) per year or such higher rate as authorized by law.

c. Administrative charges, that is, the costs of processing and handling a delinquent debt, are determined by the Council.

[11] Department of the Treasury's Current Value of Funds Rate (CVFR) webpage - https://www.fiscal.treasury.gov/fsreports/rpt/cvfr/cvfr_home.htm, verified 8/18/2015.
[12] Federal Register website - http://www.gpo.gov/fdsys/browse/collection.action?collectionCode=FR and http://www.federalregister.gov/, verified 8/18/2015.
[13] Treasury Financial Manual Bulletin website - http://tfm.fiscal.treasury.gov/v1/bull.html, verified 8/18/2015.

.03 Effect of Judgment Lien on Eligibility for Federal Grants, Loans, or Programs

Pursuant to 28 U.S.C. § 3201(e), unless waived by the Council a debtor who has a judgment lien against the debtor's property for a debt to the United States shall not be eligible to receive any grant or loan that is made, insured, guaranteed, or financed directly or indirectly by the United States or to receive funds directly from the Federal Government in any program, except funds to which the debtor is entitled as beneficiary, until the judgment is paid in full or otherwise satisfied.

K. GOVERNMENTWIDE DEBARMENT AND SUSPENSION

The non-Federal entity shall comply with the provisions of 2 C.F.R. Part 180, "OMB Guidelines To Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," which generally prohibit entities, and their principals, that have been debarred, suspended, or voluntarily excluded from participating in Federal nonprocurement transactions either through primary or lower tier covered transactions, and which sets forth the responsibilities of recipients of Federal financial assistance regarding transactions with other persons, including subrecipients and contractors.

L. LOBBYING RESTRICTIONS

.01 Statutory Provisions

The non-Federal entity shall comply with 2 C.F.R. § 200.450 ("Lobbying"), which incorporates the provisions of 31 U.S.C. § 1352, the "New Restrictions on Lobbying" published at 55 FR 6736 (February 26, 1990), and OMB guidance and notices on lobbying restrictions. In addition, non-Federal entities must comply with any Council regulations and policies promulgated pursuant to its authority. These provisions prohibit the use of Federal funds for lobbying the executive or legislative branches of the Federal Government in connection with the award, and require the disclosure of the use of non-Federal funds for lobbying. Executive lobbying costs, i.e., costs incurred in attempting to improperly influence[14] either directly or indirectly an employee or officer of the executive branch of the Federal government to give consideration or to act regarding a Federal award or a regulatory matter, are unallowable costs. *See* 2 C.F.R. § 200.450(b) and (c).

.02 Disclosure of Lobbying Activities

The non-Federal entity receiving in excess of $100,000 in Federal funding shall submit a completed Form SF-LLL or any successor form, "Disclosure of Lobbying Activities," regarding the use of non-Federal funds for lobbying. The Form SF-LLL shall be submitted within 30 days following the end of the calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any disclosure form previously filed. The non-Federal entity must submit any required Forms SF-LLL, including those received from subrecipients, contractors, and subcontractors, to the Grants Officer. *See* 31 U.S.C. § 1352.

[14] To improperly influence means any influence that induces or tends to induce a Federal employee or officer to give consideration or to act regarding a Federal award or regulatory matter on any basis other than the merits of the matter.

M. REMEDIES FOR NONCOMPLIANCE

a. If a non-Federal entity fails to comply with Federal statutes, regulations or the terms and conditions of a Federal award, the Council or pass-through entity may impose additional conditions, as described in 2 C.F.R. § 200.207 "Specific conditions" (e.g., requiring additional reporting or more frequent submission of the Financial or Performance (Technical) Reports; requiring additional activity, project, or program monitoring; requiring the recipient or one or more of its subrecipients to obtain technical or management assistance; or establishing additional actions that require prior approval). If the Council or pass-through entity determines that noncompliance cannot be remedied by imposing additional conditions, pursuant to 2 C.F.R. § 200.338, the Council or pass-through entity may take one or more of the following actions, as appropriate in the circumstances:

1. Temporarily withhold cash payments pending correction of the deficiency by the non-Federal entity or more severe enforcement action by the Council or pass-through entity.

2. Disallow (that is, deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance.

3. Wholly or partly suspend or terminate the Federal award.

4. Initiate suspension or debarment proceedings as authorized under 2 C.F.R. part 180 and Council regulations (or in the case of a pass-through entity, recommend such a proceeding be initiated by the Council).

5. Withhold further Federal awards for the project or program.

6. Take other remedies that may be legally available.

The Council will notify the recipient in writing of the Council's proposed determination that an instance of non-compliance has occurred, provide details regarding the instance of noncompliance, and indicate the remedy that the Council proposes to pursue. The recipient will then have 30 calendar days to respond and provide information and documentation contesting the Council's proposed determination or suggesting an alternative remedy. The Council will consider information provided by the recipient and issue a final determination in writing, which will state the Council's final findings regarding noncompliance and the remedy to be imposed.

b. RESTORE Act-Specific Remedy for Non-compliance

1. If the Council determines that the recipient has expended funds to cover the cost of any ineligible activities, in addition to the remedies available in this section, the Council, in coordination with the U.S. Department of Treasury ("Treasury"), will make no additional payments to the recipient from the RESTORE Trust Fund, including no payments from the RESTORE Trust Fund for activities, projects, or programs under any other RESTORE Act Component until the recipient has either (a) deposited an amount equal to the amount expended for the ineligible activities in the RESTORE Trust Fund, or (b) the Council, in coordination with Treasury, has authorized the recipient to expend an equal amount from the recipient's own funds for an activity that meets the requirements of the RESTORE Act. *See* 33 U.S.C. § 1321(t)(1)(G) and (H), and *see* 31 C.F.R. § 34.804 "Noncompliance."

2. If the Council determines that the recipient has materially violated the terms of the award, the Council, in coordination with Treasury, will make no additional funds available to the recipient from any part of the RESTORE Trust Fund until the recipient corrects the violation.

c. In extraordinary circumstances, the Council may require that any of the remedies above take effect immediately upon notice in writing to the recipient. In such cases, the recipient may contest the Council's determination or suggest an alternative remedy in writing to the Council, and the Council will issue a final determination.

d. Instead of, or in addition to, the remedies listed above, the Council may refer the noncompliance to the Treasury OIG for investigation or audit, pursuant to 31 C.F.R. § 34.805 "Treasury Inspector General." The Council will refer all allegations of fraud, waste, or abuse to the Treasury OIG.

e. Termination. In accordance with 2 C.F.R. § 200.339, when a Federal award is terminated or partially terminated, both the Council or pass-through entity and the non-Federal entity remain responsible for compliance with the requirements in 2 C.F.R. §§ 200.343 "Closeout" and 200.344 "Post-closeout adjustments and continuing responsibilities."

1. The Federal award may be terminated in whole or in part as follows:

   i. By the Council or pass-through entity, if a non-Federal entity fails to comply with the terms and conditions of a Federal award;
   ii. By the Council or pass-through entity for cause;
   iii. By the Council or pass-through entity with the consent of the non-Federal entity, in which case the two parties will agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated; or
   iv. By the non-Federal entity upon sending to the Council or pass-through entity written notification setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if the Council or pass-through entity determines in the case of partial termination that the reduced or modified portion of the Federal award or subaward will not accomplish the purposes for which the Federal award was made, the Council or pass-through entity may terminate the Federal award in its entirety.

2. The Council or pass-through entity is required to provide a notice of termination to the non-federal entity, pursuant to 2 C.F.R. § 200.340:

   i. If the Federal award is terminated for the non-Federal entity's failure to comply with the Federal statutes, regulations, or terms and conditions of the Federal award, the notification must state that the termination decision may be considered in evaluating future applications received from the non-Federal entity.
   ii. Upon termination of a Federal award, the Council will provide the information required under FFATA to the Federal Web site established to fulfill the requirements of FFATA, and update or notify any other relevant governmentwide systems or entities of any indications of poor performance as required by 41 U.S.C. § 417b and 31 U.S.C. § 3321 and implementing guidance at 2 C.F.R. part 77. See also 2 C.F.R. part 180 for the requirements for Suspension and Debarment.

N. CODES OF CONDUCT AND SUBAWARD, CONTRACT, AND SUBCONTRACT PROVISIONS

.01 Code of Conduct for Recipients

a. The non-Federal entity must immediately report any indication of fraud, waste, abuse or potential criminal activity pertaining to grant funds to the Council, Treasury and the Treasury Inspector General in accordance with the requirements in 31 C.F.R. § 34.803(a).

b. Pursuant to the certification in Form SF-424B, paragraph 3, or equivalent, the non-Federal entity must maintain written standards of conduct to establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain in the administration of this award.

c. Non-Federal entities must comply with the requirements of 2 C.F.R. § 200.318 "General procurement standards," including maintaining written standards of conduct covering conflicts of interest and governing the performance of its employees engaged in the selection, award and administration of contracts. No employee, officer or agent shall participate in the selection, award or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to or planning to employ any of the foregoing parties, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees and agents of the non-Federal entity must neither solicit nor accept any gratuities, favors or anything of monetary value from contractors or parties to subcontracts. However, non-Federal entities may set written standards of conduct for circumstances in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. Such standards must provide for disciplinary actions to be taken for violations of the standards of conduct by officers, employees or agents of the non-Federal entity.

.02 Applicability of Award Provisions to Subrecipients

a. The non-Federal entity shall require all subrecipients, including lower tier subrecipients, under the award to comply with the provisions of the award, including applicable cost principles, administrative provisions, audit requirements, and all associated terms and conditions. *See* 2 C.F.R. part 200, Subpart D, "Subrecipient Monitoring and Management" *and see* 2 C.F.R. § 200.101(b)(1). Additionally, the non-Federal entity must perform all responsibilities required of a pass-through entity, as specified in 2 C.F.R. Part 200, including evaluating and documenting a subrecipient's risk of noncompliance; providing training and technical assistance necessary to complete the subaward activities; monitoring the performance of the subrecipient; and taking any necessary enforcement actions against a noncompliant subrecipient. *See* 2 C.F.R. § 200.331 "Requirements for pass through entities."

b. Prior to dispersing funds to a subrecipient, the recipient must execute a legally-binding written agreement with the entity receiving the subaward in accordance with the requirements in 31 C.F.R. § 34.803(c). The written agreement shall extend all applicable program requirements to the subrecipient. The written agreement must include a requirement that the contractor or subrecipient retain all records in compliance with 2 C.F.R. § 200.333.

c. A non-Federal entity is responsible for subrecipient monitoring, including the following:

1. Federal Award Identification. The non-Federal entity must ensure that each subaward includes the following information and applicable compliance requirements at the time of the subaward. If any of these data elements change, the pass through entity must include the changes in a subsequent subaward modification. When some of this information is not available, the pass-through entity must provide the best information available to describe the Federal award and subaward.

    i. Subrecipient name (which must match the registered name in DUNS);
    ii. Subrecipient's DUNS number (*see* 2 C.F.R. § 200.32 "Data Universal Numbering System (DUNS) number");
    iii. Federal Award Identification Number (FAIN);
    iv. Federal Award Date (*see* 2 C.F.R. § 200.39 "Federal award date");
    v. Subaward Period of Performance Start and End Date;
    vi. Amount of Federal Funds Obligated by this action;
    vii. Total Amount of Federal Funds Obligated to the subrecipient;
    viii. Total Amount of the Federal Award;
    ix. Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA);
    x. Name of Federal awarding agency, pass-through entity and contact information for awarding official;
    xi. CFDA Number and Name; the pass-through entity must identify the dollar amount made available under each Federal award and the CFDA number at time of disbursement;
    xii. Identification of whether the award is for research and development (R&D); and
    xiii. Indirect cost rate for the Federal award (including whether the *de minimis* rate is charged per 2 C.F.R. § 200.414 "Indirect (F&A) costs").

2. Award Monitoring. The non-Federal entity is responsible for oversight of the operations of the Federal award supported activities. The non-Federal entity must monitor its activities under Federal awards to assure that compliance with applicable Federal requirements and performance expectations are being achieved. Monitoring by the non-Federal entity must cover each program, function or activity. *See* 2 C.F.R. §§ 200.328 "Monitoring and reporting program performance," and 200.331 "Requirements for pass-through entities." The non-Federal entity shall monitor activities of the subrecipient through reporting, site visits, regular contact, or other means, as necessary to ensure that the subaward is used solely for authorized purposes, in compliance with Federal statutes, regulations and the terms and conditions of the subaward; and that subaward performance goals are achieved. Pass-through entity monitoring of the subrecipient must include:

    i. Reviewing financial and programmatic reports required by the pass-through entity.
    ii. Following-up and ensuring that the subrecipient takes timely and appropriate action on all deficiencies pertaining to the Federal award provided to the subrecipient from the pass-through entity detected through audits, on-site reviews, and other means.
    iii. Issuing a management decision for audit findings pertaining to the Federal award provided to the subrecipient from the pass-through entity as required by 2 C.F.R. § 200.521 "Management decision."

3. Subrecipient Audits. The non-Federal entity is responsible for ensuring that subrecipients expending $750,000 or more in Federal awards during the subrecipient's fiscal year have met the audit requirements of 2 C.F.R. part 200, Subpart F, "Audit Requirements," and that the required audits are completed within nine (9) months after the end of the subrecipient's audit period. In addition, the non-Federal entity is required to issue a management decision on audit findings within six (6) months after receipt of the subrecipient's audit report, and to ensure that the

subrecipient takes timely and appropriate corrective action on all audit findings. Pursuant to 2 C.F.R. § 200.505, in cases of continued inability or unwillingness to have an audit conducted in accordance with this part, Federal agencies and pass-through entities must take appropriate action as provided in 2 C.F.R. § 200.338 "Remedies for noncompliance."

.03 Competition and Codes of Conduct for Subawards

a. Unless otherwise approved in writing in advance by the Grants Officer, all subawards will be made in a manner to provide, to the maximum extent practicable, open and free competition in accordance with the requirements of 2 C.F.R. §§ 200.317 through 200.326 "Procurement Standards." The non-Federal entity must be alert to organizational conflicts of interest as well as other practices among subrecipients that may restrict or eliminate competition. In order to ensure objective subrecipient performance and eliminate unfair competitive advantage, subrecipients that develop or draft work requirements, statements of work, or requests for proposals shall be excluded from competing for such subawards.

b. The non-Federal entity must maintain written standards of conduct covering conflicts of interest and governing the performance of its employees engaged in the selection, award and administration of contracts. No employee, officer, or agent must participate in the selection, award, or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to or planning to employ any of the foregoing parties, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of the non-Federal entity shall neither solicit nor accept gratuities, favors or anything of monetary value from contractors or parties to subcontracts. However, non-Federal entities may set standards of conduct for circumstances in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. Such standards must provide for disciplinary actions to be taken for violations of the standards of conduct by officers, employees or agents of the non-Federal entity.

c. If the non-Federal entity has a parent, affiliate or subsidiary organization that is not a State, local government or Indian tribe, the non-Federal entity must also maintain written standards of conduct covering organizational conflicts of interest, wherein relationships with a parent company, affiliate or subsidiary organization cause the non-Federal entity to be or appear to be unable to be impartial in conducting a procurement action involving such related organization.

d. A financial interest may include employment, stock ownership, a creditor or debtor relationship, or prospective employment with the organization selected or to be selected for a subaward. An appearance of impairment of objectivity may result from an organizational conflict where, because of other activities or relationships with other persons or entities, a person is unable or potentially unable to render impartial assistance or advice. It may also result from non-financial gain to the individual, such as benefit to reputation or prestige in a professional field.

.04 Applicability of Provisions to Subawards, Contracts, and Subcontracts

a. The non-Federal entity shall include the following notice in each request for applications or bids for a subaward, contract, or subcontract, as applicable:

Applicants or bidders for a lower tier covered transaction (except procurement contracts for goods and services under $25,000 not requiring the consent of a Council official) are subject to 2 C.F.R. Part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)." In addition, applicants or bidders for a lower tier covered transaction for a subaward, contract, or subcontract greater than $100,000 of Federal funds at any tier are subject to relevant statutes, including among others, the provisions of 31 U.S.C. 1352, as well as the common rule, "New Restrictions on Lobbying," published at 55 FR 6736 (February 26, 1990), including definitions, and the Office of Management and Budget "Governmentwide Guidance for New Restrictions on Lobbying," and notices published at 54 FR 52306 (December 20, 1989), 55 FR 24540 (June 15, 1990), 57 FR 1772 (January 15, 1992), and 61 FR 1412 (January 19, 1996).

When the recipient makes a subaward to a subrecipient that is authorized to enter into contracts for the purpose of completing the subaward scope of work, the recipient must require the subrecipient to comply with the requirements contained in this section.

b. Pursuant to 2 C.F.R. Appendix II to part 200, "Contract Provisions for Non-Federal Entity Contracts Under Federal Awards," and in addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable:

1. Contracts for more than the Simplified Acquisition Threshold ($150,000 as of 12-26-2013), which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. § 1908, must address administrative, contractual or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

2. All contracts in excess of $10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

3. Equal Employment Opportunity. Except as otherwise provided under 41 C.F.R. part 60, all contracts that meet the definition of "Federally assisted construction contract" in 41 C.F.R. part 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. 60-1.4(b), in accordance with EO 11246, "Equal Employment Opportunity" (30 F.R. 12319, 12935, 3 C.F.R. part, 1964-1965 Comp., p. 339), as amended by EO 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

4. Davis-Bacon Act. When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. §§ 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Council. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of

Labor regulations (29 C.F.R. part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must 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 or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Council.

5. Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. part 5). Under 40 U.S.C. § 3702 of the Act, each contractor must 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 one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. 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.

6. Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the non-Federal entity or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the non-Federal entity or subrecipient must comply with the requirements of 37 C.F.R. part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

7. 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 (42 U.S.C. § 6201).

8. Debarment and Suspension (Executive Orders 12549 and 12689). A contract award (*see* 2 C.F.R. § 180.220) must not be made to parties listed on the governmentwide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. part 180 that implement Executive Orders 12549 (3 C.F.R. part 1986 Comp., p. 189) and 12689 (3 C.F.R. part 1989 Comp., p. 235), "Debarment and Suspension." The Excluded Parties List System in SAM[15] contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

9. Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352). Contractors that apply or bid for an award of $100,000 or more must file the required certification, a "Disclosure of Lobbying Activities" (Form SF-LLL or successor form). Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal

[15] System for Award Management (SAM) website - https://www.sam.gov, verified 8/18/2015.

contract, grant or any other award covered by 31 U.S.C. § 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier-to-tier up to the Federal award recipient. The Form SF-LLL must be submitted within 15 days following the end of the calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any disclosure form previously filed. The non-Federal entity must submit all disclosure forms received, including those that report lobbying activity on its own behalf, to the Grants Officer within 30 days following the end of the calendar quarter.

10. Procurement of recovered materials (section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act). A state agency or agency of a political subdivision of a State and its contractors must comply with requirements of Section 6002 including procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired by the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

11. Pilot Program for Enhancement of Employee Whistleblower Protections. The National Defense Authorization Act (NDAA) for Fiscal Year (FY) 2013 (Pub. L. No. 112-239, enacted January 2, 2013 and codified at 41 U.S.C. § 4712) includes a pilot program of whistleblower protection. It applies to all Council awards, subawards, or contracts under awards issued beginning July 1, 2013 through January 1, 2017. Non-Federal entities and contractors under Federal awards and subawards shall inform their employees in writing of the rights and remedies provided under 41 U.S.C. § 4712, in the predominant native language of the workforce. *See* section G.02 (c) of this document.

c. The recipient must include in its legal agreement or contract with the subrecipient a requirement that the subrecipient make available to the Council, the Treasury OIG, and the GAO any documents, papers or other records, including electronic records, of the subrecipient, that are pertinent to this award, in order to make audits, investigations, examinations, excerpts, transcripts, 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. This right of access shall continue as long as records are required to be retained.

d. The recipient and any subrecipients, contractors, or subcontractors must comply with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328), as applicable, which limit the political activities of employees whose principal employment activities are funded in whole or in part with federal funds.

e. When contracting, the non-Federal entity must take all necessary affirmative steps, as prescribed in 2 C.F.R. § 200.321(b), to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

.05 Subaward and/or Contract to a Federal Agency

a. The non-Federal entity, subrecipient, contractor, and/or subcontractor shall not sub-grant or sub-contract any part of the approved project to any agency or employee of the Council and/or other

Federal department, agency, or instrumentality without the prior written approval of the Grants Officer.

b. Requests for approval of such action must be submitted in writing to the Grants Officer. The Grants Officer will notify the non-Federal entity in writing of the final determination.

O. AMENDMENTS AND CLOSEOUT

a. Amendments to an award must be requested in writing and require the written approval of the Grants Officer. The recipient must provide an explanation for the reason an amendment is requested. The Council reserves the right to amend the terms of the award when required by law or regulation.

b. The non-Federal entity must comply with the closeout requirements as stipulated in 2 C.F.R. § 200.343. Closeout of the award does not affect any of the post-closeout adjustments and continuing responsibilities under 2 C.F.R. § 200.344.

P. ENVIRONMENTAL COMPLIANCE

Environmental impacts must be considered by Federal decision-makers in deciding whether or not to approve: (1) a proposal for Federal assistance; (2) such proposal with mitigation; or (3) a different proposal having less adverse environmental impacts. Federal environmental laws require that the funding agency initiate an early planning process that considers potential impacts that projects funded with Federal assistance may have on the environment. Non-Federal entities must comply with all applicable environmental laws, regulations and policies. Additionally, recipients may be required to assist the Council in complying with laws, regulations and policies applicable to Council actions. Laws, regulations, and policies potentially applicable to Council actions and/or recipients may include but are not limited to the statutes and EOs listed below. The Council does not make independent determinations of compliance with laws such as the Clean Water Act. Rather, the Council may require a recipient to provide information to the Council to demonstrate that the recipient has complied with or will comply with all such requirements. In some cases, if additional information is required after an application is selected, funds may be withheld by the Grants Officer under a special award condition requiring the recipient to submit additional information sufficient to enable the Council to make an assessment regarding compliance with applicable environmental laws, regulations and policies.

If a recipient is permitted to make any subawards, the recipient must include all of the environmental statutes, regulations and EOs listed below in any agreement or contract with a subrecipient, and require the subrecipient to comply with all of these and to notify the recipient if the subrecipient becomes aware of any impact on the environment that was not noted in the recipient's approved application package.

.01 The National Environmental Policy Act (42 U.S.C. § 4321 *et seq.*)

Council approval of financial assistance awards may be subject to the environmental review requirements of the National Environmental Policy Act (NEPA). In such cases, recipients of financial assistance awards may be required to assist the Council in complying with NEPA. For example, applicants may be required to assist the Council by providing information on a proposal's potential environmental impacts, or drafting or supplementing an environmental assessment or environmental impact statement if the Council determines such documentation is required. Independent of the Council's responsibility to comply with

NEPA, where appropriate, projects or programs funded by the Council may trigger Federal agency NEPA compliance duties involving a separate Federal action, such as the issuance of a Federal permit.

.02 The Endangered Species Act (16 U.S.C. § 1531 *et seq.*)

Council approval of financial assistance for project implementation is subject to compliance with section 7 of the Endangered Species Act (ESA). Recipients must identify any impact or activities that may involve a Federally-listed threatened or endangered species, or their designated critical habitat. Section 7 of the ESA requires every Federal agency to ensure that any action it authorizes, funds or carries out, in the United States or upon the high seas, is not likely to jeopardize the continued existence of any listed species or result in the destruction or adverse modification of designated critical habitat. Federal agencies have the responsibility for ensuring that a protected species or habitat does not incur adverse effects from actions taken under Federal assistance awards, and for conducting the required consultations with the National Marine Fisheries Service (NMFS) and the U.S. Fish and Wildlife Service under the Endangered Species Act, as applicable.

.03 Magnuson-Stevens Fishery Conservation and Management Act (16 U.S.C. § 1801 *et seq.*)

Recipients of financial assistance awards must identify to the Council any effects the award may have on essential fish habitat (EFH). Federal agencies which fund, permit, or carry out activities that may adversely impact EFH are required to consult with NMFS regarding the potential effects of their actions, and respond in writing to NMFS recommendations. These recommendations may include measures to avoid, minimize, mitigate, or otherwise offset adverse effects on EFH. In addition, NMFS is required to comment on any state agency activities that would impact EFH. Provided the specifications outlined in the regulations are met, EFH consultations will be incorporated into interagency procedures previously established under NEPA, the Endangered Species Act, Clean Water Act, Fish and Wildlife Coordination Act, or other applicable statutes.

.04 Clean Water Act Section 404 (33 U.S.C. § 1344 *et seq.*)

Clean Water Act (CWA) Section 404 regulates the discharge of dredged or fill material into waters of the United States, including wetlands. Activities in waters of the United States regulated under this program include fill for development, water resource projects (such as levees and some coastal restoration activities), and infrastructure development (such as highways and airports). CWA Section 404 requires a permit from the U.S. Army Corps of Engineers before dredged or fill material may be discharged into waters of the United States, unless the activity is exempt from Section 404 regulation (e.g., certain farming and forestry activities).

.05 The Migratory Bird Treaty Act (16 U.S.C. §§ 703-712), Bald and Golden Eagle Protection Act (16 U.S.C. § 668 *et seq.*), and Executive Order No. 13186, Responsibilities of Federal Agencies to Protect Migratory Birds

A number of prohibitions and limitations apply to projects that adversely impact migratory birds and bald and golden eagles. Executive Order 13186 directs Federal agencies to enter a Memorandum of Understanding with the U.S. Fish and Wildlife Service to promote conservation of migratory bird populations when a Federal action will have a measurable negative impact on migratory birds.

.06 National Historic Preservation Act (16 U.S.C. § 470 *et seq.*)

Council approval of financial assistance awards may be subject to Section 106 of the National Historic Preservation Act (NHPA). In such cases, recipients of financial assistance awards may be requested to assist the Council in identifying any adverse effects the award may have on properties included on or eligible for inclusion on the National Register of Historic Places. Pursuant to 36 C.F.R. § 800.2(c)(4), applicants and recipients may also be requested to assist the Council in initiating consultation with State or Tribal Historic Preservation Officers, Indian tribes, Native Hawaiian Organizations or other applicable interested parties as necessary to the Council's responsibilities to identify historic properties, assess adverse effects to them, and determine ways to avoid, minimize or mitigate adverse effects on historic properties.

Pursuant to guidelines issued by the National Park Service under the Abandoned Shipwreck Act (43 U.S.C. §§ 2101-2106), state and Federal agencies whose activities may disturb, alter, damage, or destroy State-owned shipwrecks must take into account the effect of the proposed activity on any state-owned shipwreck and afford the state agencies assigned management responsibility for state-owned shipwrecks a reasonable opportunity to comment on the proposed activity.

.07 Clean Air Act (42 U.S.C. § 7401 *et seq.*), Federal Water Pollution Control Act (33 U.S.C. § 1251 *et seq.*) (Clean Water Act), and Executive Order 11738 ("Providing for administration of the Clean Air Act and the Federal Water Pollution Control Act with respect to Federal contracts, grants or loans")

Recipients must comply with the provisions of the Clean Air Act (42 U.S.C. §§ 7401 *et seq.*), Clean Water Act (33 U.S.C. §§ 1251 *et seq.*), and Executive Order 11738. Recipients shall not use a facility that the Environmental Protection Agency (EPA) has placed on EPA's List of Violating Facilities (this list is incorporated into the Excluded Parties List System which is part of SAM) in performing any award that is nonexempt under subpart J of 2 C.F.R. part 1532.

.08 The Flood Disaster Protection Act (42 U.S.C. § 4002 *et seq.*)

Flood insurance, when available, is required for Federally-assisted construction or acquisition in areas having special flood hazards and flood-prone areas. When required, recipients will ensure that flood insurance is secured for their project(s).

.09 Executive Order 11988 ("Floodplain Management"), Executive Order 13690 ("Establishing a Federal Flood Risk Management Standard and a Process for Further Soliciting and Considering Stakeholder Input"), and Executive Order 11990 ("Protection of Wetlands")

Recipients must identify proposed actions located in a floodplain and/or wetlands to enable the Council to determine whether there is an alternative to minimize any potential harm. Floodplains are identified through a climate-informed science approach, adding 2-3 feet of elevation to the 100-year floodplain, or using the 500-year floodplain.

.10 Executive Order 13112 ("Invasive Species")

Federal agencies must identify actions that may affect the status of invasive species and use relevant programs and authorities to: (i) prevent the introduction of invasive species; (ii) detect and respond rapidly to and control populations of such species in a cost-effective and environmentally sound manner; (iii) monitor invasive species populations accurately and reliably; (iv) provide for restoration of native species and habitat conditions in ecosystems that have been invaded; (v) conduct research on invasive species and develop technologies to prevent introduction and provide for environmentally sound control of invasive species; and (vi) promote public education on invasive species and the means to address them. In addition, an agency may not authorize, fund, or carry out actions that it believes are likely to cause or promote the introduction or spread of invasive species in the United States or elsewhere.

.11 The Coastal Zone Management Act (16 U.S.C. § 1451 *et seq*.)

Federally funded projects must be consistent with a coastal state's approved management program for the coastal zone.

.12 The Coastal Barriers Resources Act (16 U.S.C. § 3501 *et seq*.)

Only in certain circumstances may Federal funding be provided for actions within a Coastal Barrier System. The Coastal Barriers Resources Act generally prohibits new Federal expenditures, including Federal grants, within specific units of the Coastal Barrier Resources System (CBRS). Although the Act restricts Federal expenditures for coastal barrier development, Section 6(a)(6)(A) contains an exemption for projects relating to the study, management, protection, or enhancement of fish and wildlife resources and habitats, including recreational projects. Section 6(a)(6)(G) also exempts nonstructural projects for shoreline stabilization that are designed to mimic, enhance or restore natural stabilization systems. However, care must be taken when interpreting any exemptions described, as they are limited to projects that are consistent with the purpose of this Act as interpreted by the lead agency, Department of Interior. Applicants should work with the U.S. Fish and Wildlife Service, which reviews proposals to determine whether a project falls within a protected unit and if so, whether an exception applies. Maps of the CBRS are available through the interactive U.S. Fish and Wildlife Service Coastal Barrier Resources System Mapper.[16]

.13 The Wild and Scenic Rivers Act (16 U.S.C. § 1271 *et seq*.)

This Act applies to awards that may affect existing or proposed components of the National Wild and Scenic Rivers system. Funded projects in the National Wild and Scenic Rivers system must be consistent with Wild and Scenic Rivers Act requirements.

.14 The Safe Drinking Water Act (42 U.S.C. § 300 *et seq*.)

The Sole Source Aquifer program under this statute precludes Federal financial assistance for any project that the EPA determines may contaminate a designated sole source aquifer through a recharge zone so as to create a significant hazard to public health.

[16] U.S. Fish and Wildlife Service Interactive Coastal Barrier Resources System Mapper - http://www.fws.gov/cbra/Maps/Mapper.html, verified 8/18/2015.

.15 The Resource Conservation and Recovery Act (42 U.S.C. § 6901 *et seq*.)

This act regulates the generation, transportation, treatment, and disposal of hazardous wastes, and also provides that recipients of Federal funds that are state agencies or political subdivisions of states give preference in their procurement programs to the purchase of recycled products pursuant to EPA guidelines.

.16 The Comprehensive Environmental Response, Compensation, and Liability Act (Superfund) (42 U.S.C. § 9601 *et seq*.)

The Comprehensive Environmental Response, Compensation, and Liability Act (Superfund) (42 U.S.C. § 9601 et seq.), as amended by the Community Environmental Response Facilitation Act, provides the President with broad, discretionary response authorities to address actual and threatened releases of hazardous substances, as well as pollutants and contaminants where there is an imminent and substantial danger to public health and the environment. Section 103 of this Act contains specific reporting requirements and responsibilities and section 117 of the Act contains specific provisions designed to ensure meaningful public participation in the response process.

.17 Executive Order 12898 ("Environmental Justice in Minority Populations and Low Income Populations")

This Order identifies and addresses adverse human health or environmental effects of programs, policies and activities on low income and minority populations. Consistent with EO 12898, recipients may be requested to help identify and address, as appropriate, disproportionate impacts to low income and minority populations which could result from their project.

.18 Rivers and Harbors Act (33 U.S.C. 407)

A permit may be required from the U.S. Army Corps of Engineers if the proposed activity involves any work in, over or under navigable waters of the United States. Recipients must identify any work (including structures) that will occur in, over or under navigable waters of the United States and obtain the appropriate permit, if applicable.

.19 Marine Protection, Research and Sanctuaries Act (Pub. L. 92-532, as amended), National Marine Sanctuaries Act (16 U.S.C. 1431 et seq.), and Executive Order 13089 ("Coral Reef Protection")

The Marine Protection, Research and Sanctuaries Act prohibits dumping of material into ocean waters beyond the territorial limit without a permit. Recipients must identify any potential ocean dumping of materials, obtain the appropriate permit, if applicable, and notify the Council. Under the National Marine Sanctuaries Act, Federal agencies are required to protect National Marine Sanctuary resources. Recipients must identify actions that are in or may affect a National Marine Sanctuary and notify the Council. EO 13089 requires that any actions authorized or funded by Federal agencies not degrade the condition of coral reef ecosystems. Recipients must identify any action that might affect a coral reef ecosystem and notify the Council.

.20 Executive Order 13653 ("Preparing the United States for the Impacts of Climate Change")

This EO requires Federal agencies to identify and support smarter, more climate-resilient investments by States, local communities and tribes, including by providing incentives through agency guidance and grants. Recipients must identify and describe any project elements that promote climate resilience.

.21 Farmland Protection Policy Act (7 U.S.C. 4201 et seq.)

This act requires agency programs, to the extent possible, be compatible with state, local and private programs and policies to protect farmland from irreversible conversion to nonagricultural uses. Recipients must identity any irreversible conversion of farmland to nonagricultural uses as a result of their project.

.22 Fish and Wildlife Coordination Act (16 U.S.C. 661 et seq.)

During the planning of water resource development projects, agencies are required to give fish and wildlife resources equal consideration with other values. Additionally, the Fish and Wildlife Service and fish and wildlife agencies of States must be consulted whenever waters of any stream or other body of water are "proposed or authorized, permitted or licensed to be impounded, diverted… or otherwise controlled or modified" by any agency under a Federal permit or license.

Q. MISCELLANEOUS REQUIREMENTS

.01 Criminal and Prohibited Activities

a. The Program Fraud Civil Remedies Act (31 U.S.C. § 3801 *et seq.*), provides for the imposition of civil penalties against persons who make false, fictitious or fraudulent claims to the Federal Government for money (including money representing grants, loans or other benefits).

b. The False Claims Amendments Act and the False Statements Act (18 U.S.C. §§ 287 and 1001, respectively), provide that whoever makes or presents any false, fictitious or fraudulent statement, representation or claim against the United States shall be subject to imprisonment of not more than five years and shall be subject to a fine in the amount provided by 18 U.S.C. § 287.

c. The Civil False Claims Act (31 U.S.C. § 3729 *et seq.*), provides that suits can be brought by the government, or a person on behalf of the government, for false claims made under Federal assistance programs.

d. The Copeland "Anti-Kickback" Act (18 U.S.C. § 874), prohibits a person or organization engaged in a Federally-supported project from enticing an employee working on the project from giving up a part of his compensation under an employment contract. The Copeland "Anti-Kickback" Act also applies to contractors and subcontractors pursuant to 40 U.S.C. § 3145.

.02 Political Activities

The non-Federal entity must comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

.03 Drug-Free Workplace

The non-Federal entity shall comply with the provisions of the Drug-Free Workplace Act of 1988 (Pub. L. No. 100-690, Title V, Sec. 5153, as amended by Pub. L. No. 105-85, Div. A, Title VIII, Sec. 809, as codified at 41 U.S.C. § 8102) and any Council regulations and policies promulgated pursuant to its authority, which require that the non-Federal entity take steps to provide a drug-free workplace.

.04 Foreign Travel

a. The non-Federal entity may not use funds from this award for travel outside of the United States unless the Grants Officer provides prior written approval. The non-Federal entity shall comply with the provisions of the Fly America Act (49 U.S.C. § 40118). The implementing regulations of the Fly America Act are found at 41 C.F.R. §§ 301-10.131 through 301-10.143.

b. The Fly America Act requires that Federal travelers and others performing U.S. Government-financed air travel must use U.S. flag air carriers, to the extent that service by such carriers is available. Foreign air carriers may be used only in specific instances, such as when a U.S. flag air carrier is unavailable, or use of U.S. flag air carrier service will not accomplish the agency's mission.

c. One exception to the requirement to fly U.S. flag carriers is transportation provided under a bilateral or multilateral air transport agreement, to which the United States Government and the government of a foreign country are parties, and which the Department of Transportation has determined meets the requirements of the Fly America Act pursuant to 49 U.S.C. § 40118(b). The United States Government has entered into bilateral/multilateral "Open Skies Agreements" (U.S. Government Procured Transportation) that allow Federally-funded transportation services for travel and cargo movements to use foreign air carriers under certain circumstances. There are multiple "Open Skies Agreements" currently in effect. For more information about the current bilateral and multilateral agreements, visit the GSA website.[17] Information on the Open Skies agreements (U.S. Government Procured Transportation) and other specific country agreements may be accessed via the Department of State's website.[18]

d. If a foreign air carrier is anticipated to be used for any portion of travel under a Council financial assistance award the non-Federal entity must obtain prior written approval from the Grants Officer. When requesting such approval, the non-Federal entity must provide a justification in accordance with guidance provided by 41 C.F.R. § 301-10.142, which requires the non-Federal entity to provide the Grants Officer with the following: name; dates of travel; origin and destination of travel; detailed itinerary of travel; name of the air carrier and flight number for each leg of the trip; and a statement explaining why the non-Federal entity meets one of the exceptions to the regulations. If the use of a foreign air carrier is pursuant to a bilateral agreement, the non-Federal entity must provide the Grants Officer with a copy of the agreement or a citation to the official agreement available on the GSA website. The Grants Officer shall make the final determination and notify the non-Federal entity in writing. Failure to adhere to the provisions of the Fly America Act will result in the non-Federal entity not being reimbursed for any transportation costs for which the non-Federal entity improperly used a foreign air carrier.

[17] GSA Fly America Act website - http://www.gsa.gov/portal/content/103191, verified 8/18/2015.
[18] Department of State Open Skies Agreements website - http://www.state.gov/e/eb/tra/ata/index.htm, verified 8/18/2015.

.05 Increasing Seat Belt Use in the United States

Pursuant to EO 13043, recipients should encourage employees and contractors to enforce on-the-job seat belt policies and programs when operating company-owned, rented or personally owned vehicles.

.06 Research Involving Human Subjects

a. All proposed research involving human subjects must be conducted in accordance with 15 C.F.R. part 27 "Protection of Human Subjects." No research involving human subjects is permitted under this award unless expressly authorized by special award condition, or otherwise in writing by the Grants Officer.

b. Federal policy defines a human subject as a living individual about whom an investigator conducting research obtains (1) data through intervention or interaction with the individual, or (2) identifiable private information. Research means a systematic investigation, including research development, testing and evaluation, designed to develop or contribute to generalizable knowledge.

c. Department of Commerce regulations at 15 C.F.R. part 27, applying to all Federal departments and agencies, require that recipients maintain appropriate policies and procedures for the protection of human subjects. In the event it becomes evident that human subjects may be involved in this project, the non-Federal entity shall submit appropriate documentation to the Federal Program Officer for approval by the appropriate Council officials. This documentation may include:

    1. Documentation establishing approval of the project by an institutional review board (IRB) approved for Federal-wide use under Department of Health and Human Services guidelines (*see also* 15 C.F.R. § 27.103);

    2. Documentation to support an exemption for the project under 15 C.F.R. § 27.101(b);

    3. Documentation to support deferral for an exemption or IRB review under 15 C.F.R. § 27.118;

    4. Documentation of IRB approval of any modification to a prior approved protocol or to an informed consent form.

d. No work involving human subjects may be undertaken or conducted, or costs incurred and/or charged for human subjects research, until the appropriate documentation is approved in writing by the Grants Officer. Notwithstanding this prohibition, work may be initiated or costs incurred and/or charged to the project for protocol or instrument development related to human subjects research.

.07 Federal Employee Expenses

Federal agencies are generally barred from accepting funds from a non-Federal entity to pay transportation, travel or other expenses for any Federal employee. Use of award funds (Federal or non-Federal) or the non-Federal entity's provision of in-kind goods or services, for the purposes of transportation, travel or any other expenses for any Federal employee may raise appropriation augmentation issues. In addition, Council policy prohibits the acceptance of gifts, including travel payments for Federal employees, from recipients or applicants, regardless of the source.

.08 Minority Serving Institutions Initiative

Pursuant to EOs 13555 ("White House Initiative on Educational Excellence for Hispanics"), 13270 ("Tribal Colleges and Universities"), and 13532 ("Promoting Excellence, Innovation, and Sustainability at Historically Black Colleges and Universities"), the Council is strongly committed to broadening the participation of minority serving institutions (MSIs) in its financial assistance programs. The Council's goals include achieving full participation of MSIs in order to advance the development of human potential, strengthen the Nation's capacity to provide high-quality education, and increase opportunities for MSIs to participate in and benefit from Federal financial assistance programs. The Council encourages all recipients to include meaningful participation of MSIs. Institutions eligible to be considered MSIs are listed on the Department of Education website.

.09 Research Misconduct

The Council adopts, and applies to financial assistance awards for research, the Federal Policy on Research Misconduct (Federal Policy) issued by the Executive Office of the President's Office of Science and Technology Policy on December 6, 2000 (65 FR 76260). As provided for in the Federal Policy, research misconduct refers to the fabrication, falsification or plagiarism in proposing, performing or reviewing research, or in reporting research results. Research misconduct does not include honest errors or differences of opinion. Non-Federal entities that conduct extramural research funded by the Council must foster an atmosphere conducive to the responsible conduct of sponsored research by safeguarding against and resolving allegations of research misconduct. Non-Federal entities also have the primary responsibility to prevent, detect and investigate allegations of research misconduct and, for this purpose, may rely on their internal policies and procedures, as appropriate, to do so. Federal award funds expended on an activity that is determined to be invalid or unreliable because of research misconduct may result in appropriate enforcement action under the award, up to and including award termination and/or suspension or debarment. The Council requires that any allegation that contains sufficient information to proceed with an inquiry be submitted to the Grants Officer, who will also notify the Treasury OIG of such allegation. Once the non-Federal entity has investigated the allegation, it shall submit its findings to the Grants Officer. The Council may accept the non-Federal entity's findings or proceed with its own investigation. The Grants Officer will inform the non-Federal entity of the Council's final determination.

.10 Publications, Videos, Signage and Acknowledgment of Sponsorship

a. Publication of results or findings in appropriate professional journals and production of video or other media is encouraged as an important method of recording, reporting and otherwise disseminating information and expanding public access to Federally-funded projects (*e.g.*, scientific research).

b. Recipients are required to submit a copy of any publication materials, including but not limited to print, recorded or Internet materials, to the Council.

c. When releasing information related to a funded project, recipients must include a statement that the project or effort undertaken was or is sponsored by the Council.

d. Any signage produced with funds from the award or informing the public about the activities funded in whole or in part by the award, must first be approved in writing by the Grants Officer.

e. Recipients are responsible for assuring that every publication of material based on, developed under, or otherwise produced under a Council financial assistance award, except scientific articles or papers

appearing in scientific, technical or professional journals, contains the following disclaimer or other disclaimer approved in writing by the Grants Officer:

This [report/video/etc.] was prepared by [non-Federal entity name] using Federal funds under award [number] from the RESTORE Council. The statements, findings, conclusions, and recommendations are those of the author(s) and do not necessarily reflect the views of the RESTORE Council.

.11 Care and Use of Live Vertebrate Animals

Recipients must comply with the Laboratory Animal Welfare Act of 1966, as amended, (Pub. L. No. 89-544, 7 U.S.C. § 2131 *et seq*.) (animal acquisition, transport, care, handling, and use in projects), and implementing regulations, 9 C.F.R. Parts 1, 2, and 3; the Endangered Species Act (16 U.S.C. § 1531 *et seq*.); Marine Mammal Protection Act (16 U.S.C. § 1361 *et seq*.) (taking possession, transport, purchase, sale, export or import of wildlife and plants); the Nonindigenous Aquatic Nuisance Prevention and Control Act (16 U.S.C. § 4701 *et seq*.) (ensure preventive measures are taken or that probable harm of using species is minimal if there is an escape or release); and all other applicable statutes pertaining to the care, handling and treatment of warm-blooded animals held for research, teaching or other activities supported by Federal financial assistance. No research involving vertebrate animals is permitted under any Council financial assistance award without the prior written approval of the Grants Officer.

.12 Homeland Security Presidential Directive 12

If the performance of a grant award requires non-Federal entity personnel to have routine access to Federally-controlled facilities and/or Federally-controlled information systems (for purpose of this term "routine access" is defined as more than 180 days), such personnel must undergo the personal identity verification credential process. In the case of foreign nationals, the Council will conduct a check with U.S. Citizenship and Immigration Services' (USCIS) Verification Division, a component of the Department of Homeland Security (DHS), to ensure that the individual is in a lawful immigration status and that he or she is eligible for employment within the United States. Any items or services delivered under a financial assistance award shall comply with the Council personal identity verification procedures that implement Homeland Security Presidential Directive 12, "Policy for a Common Identification Standard for Federal Employees and Contractors," FIPS PUB 201, and OMB Memorandum M-05-24. The non-Federal entity shall ensure that its subrecipients and contractors (at all tiers) performing work under this award comply with the requirements contained in this term. The Grants Officer may delay final payment under an award if the subrecipient or contractor fails to comply with the requirements provided below. The non-Federal entity shall insert the following term in all subawards and contracts when the subaward non-Federal entity or contractor is required to have routine physical access to a Federally-controlled facility or routine access to a Federally-controlled information system:

a. *The subrecipient or contractor shall comply with the Council personal identity verification procedures identified in the subaward or contract that implement Homeland Security Presidential Directive 12 (HSPD-12), Office of Management and Budget (OMB) Guidance M-05-24, as amended, and Federal Information Processing Standards Publication (FIPS PUB) Number 201, as amended, for all employees under this subaward or contract who require routine physical access to a Federally-controlled facility or routine access to a Federally-controlled information system.*

b. *The subrecipient or contractor shall account for all forms of Government-provided identification issued to the subrecipient or contractor employees in connection with performance under this subaward or contract. The subrecipient or contractor shall return such identification to the issuing agency at the earliest of any of the following, unless otherwise determined by the Council: (1) When*

no longer needed for subaward or contract performance; (2) Upon completion of the subrecipient or contractor employee's employment; or (3) Upon subaward or contract completion or termination.

.13 Compliance with Department of Commerce Bureau of Industry and Security Export Administration Regulations

a. This clause applies to the extent that this financial assistance award involves access to export-controlled items.

b. In performing this financial assistance award, the non-Federal entity may gain access to items subject to export control (export-controlled items) under the Export Administration Regulations (EAR). The non-Federal entity is responsible for compliance with all applicable laws and regulations regarding export-controlled items, including the EAR's deemed exports and reexports provisions. The non-Federal entity shall establish and maintain effective export compliance procedures at Council and non-Council facilities throughout performance of the financial assistance award. At a minimum, these export compliance procedures must include adequate controls of physical, verbal, visual, and electronic access to export-controlled items, including by foreign nationals.

c. Definitions

1. Export-controlled items. Items (commodities, software, or technology), that are subject to the EAR (15 C.F.R. §§ 730-774), implemented by the Department of Commerce's Bureau of Industry and Security. These are generally known as "dual-use" items, items with both a military and commercial application.

2. Deemed Export/Reexport. The EAR defines a deemed export as a release of export-controlled items (specifically, technology or source code) to a foreign national in the U.S. Such release is "deemed" to be an export to the home country of the foreign national. 15 C.F.R. § 734.2(b)(2)(ii). A release may take the form of visual inspection, oral exchange of information, or the application abroad of knowledge or technical experience acquired in the U.S. If such a release occurs abroad, it is considered a deemed reexport to the foreign national's home country. Licenses may be required for deemed exports or reexports.

d. The non-Federal entity shall control access to all export-controlled items that it possesses or that comes into its possession in performance of this financial assistance award, to ensure that access to, or release of, such items are restricted, or licensed, as required by applicable Federal laws, EOs, and/or regulations, including the EAR.

e. As applicable, non-Federal entity personnel and associates at Council sites shall be informed of any procedures to identify and protect export-controlled items.

f. To the extent the non-Federal entity wishes to provide foreign nationals with access to export-controlled items, the non-Federal entity shall be responsible for obtaining any necessary licenses, including licenses required under the EAR for deemed exports or deemed reexports.

g. Nothing in the terms of this financial assistance award is intended to change, supersede, or waive the requirements of applicable Federal laws, EOs or regulations.

h. Compliance with the foregoing will not satisfy any legal obligations the non-Federal entity may have regarding items that may be subject to export controls administered by other agencies such as the Department of State, which has jurisdiction over exports of munitions items subject to the

International Traffic in Arms Regulations (ITAR) (22 C.F.R. §§ 120-130), including releases of such items to foreign nationals.

i. The non-Federal entity shall include this Subsection .13, including this Subparagraph i, in all lower tier transactions (subawards, contracts, and subcontracts) under this financial assistance award that may involve access to export-controlled items.

.14 The Trafficking Victims Protection Act of 2000 (22 U.S.C. 7104(g)), as amended, and the implementing regulations at 2 C.F.R. part 175

The Trafficking Victims Protection Act of 2000 authorizes termination of financial assistance provided to a private entity, without penalty to the Federal Government, if the non-Federal entity engages in certain activities related to trafficking in persons. The Council incorporates the following award term required by 2 C.F.R. § 175.15(b).[19]

Award Term from 2 C.F.R. § 175.15(b):

I. Trafficking in persons.
- a. Provisions applicable to a non-Federal entity that is a private entity.
  1. You as the non-Federal entity, your employees, subrecipients under this award, and subrecipients' employees may not—
     - i. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
     - ii. Procure a commercial sex act during the period of time that the award is in effect; or
     - iii. Use forced labor in the performance of the award or subawards under the award.
  2. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity —
     - i. Is determined to have violated a prohibition in paragraph a.1 of this award term; or
     - ii. Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a.1 of this award term through conduct that is either— (A) Associated with performance under this award; or (B) Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 C.F.R. Part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 2 C.F.R. Part 1326, "Nonprocurement Debarment and Suspension."
- b. Provision applicable to a non-Federal entity other than a private entity. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity—
  1. Is determined to have violated an applicable prohibition in paragraph a.1 of this award term; or
  2. Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph a.1 of this award term through conduct that is either—
     - i. Associated with performance under this award; or

[19] *See* 2 C.F.R. § 175.15(b) - http://www.gpo.gov/fdsys/pkg/CFR-2012-title2-vol1/pdf/CFR-2012-title2-vol1-sec175-15.pdf, verified 8/18/2015.

ii. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 C.F.R. Part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 2 C.F.R. Part 1326, "Nonprocurement Debarment and Suspension."

c. Provisions applicable to any non-Federal entity.
   1. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a.1 of this award term.
   2. Our right to terminate unilaterally that is described in paragraph a.2 or b of this section:
      i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and
      ii. Is in addition to all other remedies for noncompliance that are available to us under this award.
   3. You must include the requirements of paragraph a.1 of this award term in any subaward you make to a private entity.

d. Definitions. For purposes of this award term:
   1. Employee means either:
      i. An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or
      ii. ii. Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
   2. Forced labor means: labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
   3. Private entity:
      i. Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 C.F.R. 175.25;
      ii. Includes: (A) A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 C.F.R. 175.25(b); and (B) A for-profit organization.
   4. "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102).

.15 The Federal Funding Accountability and Transparency Act of 2006 ("Transparency Act" or FFATA)—Public Law 109-282, as amended by section 6202(a) of Public Law 110-252 (31 U.S.C. 6101)

a. Searchable Website Requirements. The Federal Funding Accountability and Transparency Act of 2006 (FFATA) requires information on Federal awards (Federal financial assistance and expenditures) be made available to the public via a single, searchable website. This information is available at the USA Spending website.[20] Recipients and subrecipients must include the following required data elements in their application:

[20] USASpending.gov website - www.USASpending.gov, verified 8/18/2015.

- Name of entity receiving award;
- Award amount;
- Transaction type, funding agency, Catalog of Federal Domestic Assistance Number, and descriptive award title;
- Location of entity, primary location of performance (City/State/Congressional District/Country); and
- Unique identifier of entity.

b. Reporting Subawards and Executive Compensation. Prime grant recipients awarded a new Federal grant greater than or equal to $25,000 on or after October 1, 2010, other than those funded by the Recovery Act, are subject to FFATA subaward reporting requirements as outlined in the OMB guidance issued August 27, 2010. The prime non-Federal entity is required to file a FFATA subaward report by the end of the month following the month in which the prime non-Federal entity awards any sub-grant greater than or equal to $25,000. *See* Pub. L. No. 109-282, as amended by section 6202(a) of Pub. L. No. 110-252 (*see* 31 U.S.C. 6101 note). The reporting requirements are located in Appendix A of 2 C.F.R. Part 170.[21]

Award Term from Appendix A of 2 C.F.R. Part 170:

I. Reporting Subawards and Executive Compensation.
   a. Reporting of first-tier subawards.
      1. Applicability. Unless you are exempt as provided in paragraph d. of this award term, you must report each action that obligates $25,000 or more in Federal funds that does not include Recovery funds (as defined in section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111–5) for a subaward to an entity (*see* definitions in paragraph e. of this award term).
      2. Where and when to report.
         i. You must report each obligating action described in paragraph a.1 of this award term to the FFATA Subaward Reporting System (FSRS).[22]
         ii. For subaward information, report no later than the end of the month following the month in which the obligation was made. (For example, if the obligation was made on November 7, 2010, the obligation must be reported by no later than December 31, 2010.)
      3. What to report. You must report the information about each obligating action that the submission instructions posted at the FSRS website specify.
   b. Reporting Total Compensation of Non-Federal Entity Executives.
      1. Applicability and what to report. You must report total compensation for each of your five most highly compensated executives for the preceding completed fiscal year, if—
         i. the total Federal funding authorized to date under this award is $25,000 or more;
         ii. in the preceding fiscal year, you received—
            (A) 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 C.F.R. 170.320 (and subawards); and
            (B) $25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 C.F.R. 170.320 (and subawards); and

[21] 2 C.F.R. § 170.320 on GPO website - http://www.gpo.gov/fdsys/pkg/CFR-2011-title2-vol1/pdf/CFR-2011-title2-vol1-part170-appA.pdf, verified 8/18/2015.
[22] Federal Funding Accountability and Transparency Act Subaward Reporting System - http://www.fsrs.gov, verified 8/18/2015.

iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, *see* the U.S. Security and Exchange Commission total compensation filings.[23])

2. Where and when to report. You must report executive total compensation described in paragraph b.1 of this award term:
   i. As part of your registration profile in the System for Award Management (SAM),[24] and
   ii. By the end of the month following the month in which this award is made, and annually thereafter.

c. Reporting of Total Compensation of Subrecipient Executives.
1. Applicability and what to report. Unless you are exempt as provided in paragraph d. of this award term, for each first-tier subrecipient under this award, you shall report the names and total compensation of each of the subrecipient's five most highly compensated executives for the subrecipient's preceding completed fiscal year, if—
   i. In the subrecipient's preceding fiscal year, the subrecipient received—
      (A) 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 C.F.R. 170.320 (and subawards); and
      (B) $25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and
   ii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, *see* the U.S. Security and Exchange Commission total compensation filings at http://www.sec.gov/answers/execomp.htm.)
2. Where and when to report. You must report subrecipient executive total compensation described in paragraph c.1. of this award term:
   i. To the non-Federal entity.
   ii. By the end of the month following the month during which you make the subaward. For example, if a subaward is obligated on any date during the month of October of a given year (i.e., between October 1 and 31), you must report any required compensation information of the subrecipient by November 30 of that year.

d. Exemptions. If, in the previous tax year, you had gross income, from all sources, under $300,000, you are exempt from the requirements to report: i. Subawards, and ii. The total compensation of the five most highly compensated executives of any subrecipient.

e. Definitions. For purposes of this award term:
1. Entity means all of the following, as defined in 2 C.F.R. part 25:
   i. A Governmental organization, which is a State, local government, or Indian tribe;
   ii. A foreign public entity;
   iii. A domestic or foreign nonprofit organization;
   iv. A domestic or foreign for-profit organization;

[23] U.S. Security and Exchange Commission Executive Compensation "Fast Facts" - http://www.sec.gov/answers/execomp.htm, verified on 8/18/2015.
[24] System for Award Management (SAM) - https://www.sam.gov, verified on 8/18/2015.

v. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.

2. Executive means officers, managing partners, or any other employees in management positions.
3. Subaward:
   i. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the non-Federal entity award to an eligible subrecipient.
   ii. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, *see* 2 C.F.R. § 200.330).
   iii. A subaward may be provided through any legal agreement, including an agreement that you or a subrecipient considers a contract.
4. Subrecipient means an entity that:
   i. Receives a subaward from you (the non-Federal entity) under this award; and
   ii. Is accountable to you for the use of the Federal funds provided by the subaward.
5. Total compensation means the cash and noncash dollar value earned by the executive during the non-Federal entity's or subrecipient's preceding fiscal year and includes the following (for more information *see* 17 C.F.R. 229.402(c)(2)):
   i. Salary and bonus.
   ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
   iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
   iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
   v. Above-market earnings on deferred compensation which is not tax-qualified.
   vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds $10,000.

c. System for Award Management (SAM) and Universal Identifier requirements.

1. Requirement for SAM. Unless you are exempted from this requirement under 2 C.F.R. § 25.110, you as the recipient must maintain the currency of your information in the SAM until you submit the final financial report required under this award or receive the final payment, whichever is later. This requires that you review and update the information at least annually after the initial registration, and more frequently if required by changes in your information or another award term.

2. Requirement for unique entity identifier. If you are authorized to make subawards under this award, you:

   i. Must notify potential subrecipients that no entity (see definition in paragraph C of this award term) may receive a subaward from you unless the entity has provided its unique entity identifier to you.
   ii. May not make a subaward to an entity unless the entity has provided its unique entity identifier to you.

3. Definitions for purposes of this award term:

   i. System for Award Management (SAM) means the Federal repository into which an entity must provide information required for the conduct of business as a recipient. Additional information about registration procedures may be found at the System for Award Management Internet site.[25]
   ii. Unique entity identifier means the identifier required for SAM registration to uniquely identify business entities.
   iii. Entity, as it is used in this award term, means all of the following, as defined at 2 C.F.R. part 25, subpart C:
      (A) A Governmental organization, which is a State, local government, or Indian Tribe;
      (B) A foreign public entity;
      (C) A domestic or foreign nonprofit organization;
      (D) A domestic or foreign for-profit organization; and
      (E) A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.
   iv. Subaward:
      (A) This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the non-Federal entity award to an eligible subrecipient.
      (B) The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, *see* 2 C.F.R. § 200.330).
      (C) A subaward may be provided through any legal agreement, including an agreement that you consider a contract.
   v. Subrecipient means an entity that:
      (A) Receives a subaward from you under this award; and
      (B) Is accountable to you for the use of the Federal funds provided by the subaward.

.16 Federal Financial Assistance Planning During a Funding Hiatus or Government Shutdown

This term sets forth initial guidance that will be implemented for Federal assistance awards in the event of a lapse in appropriations, or a government shutdown. The Grants Officer may issue further guidance prior to an anticipated shutdown.

a. Unless there is an actual rescission of funds for specific grant obligations, recipients of Federal financial assistance awards for which funds have been obligated generally will be able to continue to perform and incur allowable expenses under the award during a funding hiatus. Recipients are advised that ongoing activities by Federal employees involved in grant administration (including payment processing) or similar operational and administrative work cannot continue when there is a funding lapse. Therefore, there may be delays, including payment processing delays, in the event of a shutdown.

b. All award actions will be delayed during a government shutdown; if it appears that a non-Federal entity's performance under a grant or cooperative agreement will require agency involvement, direction or clearance during the period of a possible government shutdown, the Program Officer or

[25] System for Award Management (SAM) - https://www.sam.gov, verified on 8/18/2015.

Grants Officer, as appropriate, may attempt to provide such involvement, direction, or clearance prior to the shutdown or advise recipients that such involvement, direction, or clearance will not be forthcoming during the shutdown. Accordingly, recipients whose ability to withdraw funds is subject to prior agency approval, which in general are recipients that have been designated high risk, recipients of construction awards, or are otherwise limited to reimbursements or subject to agency review, will be able draw funds down from the relevant Automatic Standard Application for Payment (ASAP) account only if agency approval is given and coded into ASAP prior to any government shutdown or closure. This limitation may not be lifted during a government shutdown. Recipients should plan to work with the Grants Officer to request prior approvals in advance of a shutdown wherever possible. Recipients whose authority to draw down award funds is restricted may decide to suspend work until the government reopens.

c. The ASAP system may remain operational during a government shutdown. As applicable, recipients that do not require Council approval to draw down advance funds from their ASAP accounts may be able to do so during a shutdown. The 30-day limitation on the drawdown of advance funds will apply notwithstanding a government shutdown and advanced funds held for more than 30 days shall be returned with interest.

R. CERTIFICATIONS

At a minimum, the non-Federal entity must comply with the certifications and requirements in 31 C.F.R. § 34.802, assurances (Forms SF-424B and SF-424D, or equivalent, as applicable), and any required Council-specific certifications. Other certifications may be required by 2 C.F.R. part 200. Certifications must be signed by an authorized senior official of the entity receiving grant funds who can legally bind the organization or entity, and who has oversight for the administration and use of the funds in question.

MDEQ SUB-AWARD TERMS AND CONDITIONS FOR CONTRACTED PARTIES

(V07152022)

ATTACHMENT F
SUB-AWARD 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) 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-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-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 paragraphs two (2) and (3) of this certification; and,

E. has not, within a three-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 SUB-RECIPIENT 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 SUB-RECIPIENT and Contracted Party also acknowledge and agree that any benefit to vendors contracting with the SUB-RECIPIENT 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 SUB-RECIPIENT.

Upon execution of any contract between the SUB-RECIPIENT and any other party in regard to the project, MDEQ does not assume any authorities, duties, responsibilities, or liabilities under such contract. The SUB-RECIPIENT and Contracted Party shall not have any authority to bind or otherwise obligate MDEQ, directly or indirectly, under any contract or agreement between the SUB-RECIPIENT and any other party. The SUB-RECIPIENT, 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 SUB-RECIPIENT and any other party. The SUB-RECIPIENT 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 SUB-RECIPIENT and the Contracted Party or any other parties.

5. ACCESS TO RECORDS

Treasury, the Treasury Office of Inspector General, the Government Accountability Office, MDEQ, the State or any duly authorized representatives shall have the right of timely and unrestricted access to any of Contracted Party's books, documents, papers, and other records, including electronic records, which are maintained or produced as a result of the agreement

and Project for the purpose of making audits, investigations, examinations, excerpts, transcripts, and copies of such documents. This right also includes timely and reasonable access to the SUB-RECIPIENT's personnel for the purpose of interview and discussion related to such documents. This right of access shall continue as long as records are required to be retained.

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, which are maintained or produced as a result of the agreement and the Project. These records must be retained for a minimum of three years after final payment under the agreement is made. These records shall be made available during the term of the agreement and the subsequent three-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 and Treasury. If any litigation, claim, investigation, or audit relating to Federal Award No. GNTSP18MS0058 ("Award") or an activity funded under the Award is started before the expiration of the three 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

Treasury, the Treasury Office of Inspector General, the Government Accountability Office, MDEQ and their representatives, invitees, and consultants, and Departments and Agencies of the State of Mississippi, and any of their duly authorized representatives', shall have access and the right to conduct announced and unannounced onsite and offsite physical visits to inspect all work hereunder.

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 above described Project 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 & EVALUATION

Both parties agree to assist and cooperate with the MDEQ or its duly designated representatives in the monitoring of the Project or projects 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, both parties agree 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.

APPENDIX II TO 2 CFR PART 200: CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of $10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

(D) Davis-Bacon Act, as amended (40 USC 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 USC. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 USC. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must 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 or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 USC 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment

of mechanics or laborers must include a provision for compliance with 40 USC 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 USC 3702 of the Act, each contractor must 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 one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 USC 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. 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.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 USC 7401-7671q.) and the Federal Water Pollution Control Act (33 USC 1251-1387), as amended—Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 USC 7401-7671q) and the Federal Water Pollution Control Act as amended (33 USC 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment (31 USC 1352)—Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 USC 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(J) See §200.323.

(K) See §200.216.

(L) See §200.322.

PROCUREMENT OF RECOVERED MATERIALS

The prime contractor must comply with federal regulations regarding procurement of recovered materials found at 2 CFR §200.323.

2 CFR §200.323 requires the Project Owner and its contractors to comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OF EQUIPMENT

The prime contractor must comply with federal regulations regarding prohibition on certain telecommunications and video surveillance services or equipment found at 2 CFR §200.216, which states:

(a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

(1) Procure or obtain;

(2) Extend or renew a contract to procure or obtain; or

(3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

(b) In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

(c) See Public Law 115-232, section 889 for additional information.

(d) See also §200.471.

DOMESTIC PREFERENCES FOR PROCUREMENTS

The prime contractor must comply with federal regulations regarding domestic preferences for procurements found at 2 CFR §200.322, which states:

(a) As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

(b) For purposes of this section:

> (1) ‘‘Produced in the United States’’ means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
>
> (2) ‘‘Manufactured products’’ means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS

Documentation of compliance with the following requirements is a matter of <u>contractor responsibility</u>. When subcontracting, the contractor must submit documentation of good faith efforts to meet the project's MBE/WBE requirements before contracted work can commence. (MBE/WBE requirements are outlined below and can be found at 2. C. F. R. §200.321.) Failure on the part of the contractor to submit proper documentation may cause the Owner not to execute or to terminate the contract.

(a) The prime contractor must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

(b) Affirmative steps must include:

(1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

(2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

(3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

(4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and,

(5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

The prime contractor should note that this requirement mandates two responsibilities. Separate solicitations must be made of minority **<u>and</u>** women's business enterprises.

SUBMITTAL OF MINORITY BUSINESS ENTERPRISE AND WOMEN'S BUSINESS ENTERPRISE (MBE/WBE) DOCUMENTATION

Prior to contract execution, the prime contractor must submit:

- A written certification that no subcontracts will be issued.

  - OR -

- The Subcontractor Listing Form detailing all subcontractors that will perform work on the project, including name, contact person, address, phone, and status (MBE, WBE or Non).

If subcontractors will be utilized, the prime contractor must submit the following for subcontracts proposed to be awarded to MBE/WBE enterprises:

- A certification from each MBE and/or WBE firm declaring its status as a MBE or WBE firm. This can be an MDOT, SBA or MDA certification. A self-certification is acceptable, if the certification specifies the basis for MBE/WBE designation (e.g., the business is 51% owned and daily operation is controlled by one or more women or minority owners).

If subcontractors will be utilized, the prime contractor must submit the following for subcontracts proposed to be awarded to Non-MBE/WBE:

- For all subcontracts for which there are capable certified MBE/WBE firms existing to potentially perform the work, letters transmitted to MBE and WBE firms requesting quotes or proposals for specific subcontracting opportunities and encouraging inquiries for further details. Solicitations should have been sent in a timely manner, including allowed response time. (See "Sample Letter from Contractor to MBE/WBE Firms" below.)

- A listing of certified MBE and WBE firms from whom quotes or proposals were received, if any, who were not awarded subcontracts.

- Evidence that each Non-MBE/WBE subcontractor selected for the scope of work, was lower in price than each MBE/WBE proposal (or that there is some other acceptable reason to select the Non-MBE/WBE) and that the scope of work was the same for both the MBE/WBE and Non-MBE/WBE.

The contractor may utilize the following resources to assist in MBE/WBE affirmative outreach:

- MDOT Disadvantaged Business Entity (DBE) Website:

  http://sp.mdot.ms.gov/Civil%20Rights/Pages/DBE.aspx

- MDA Minority Business Enterprise/Women Business Enterprise (MBE/WBE) Directory:

  https://minority.mississippi.org/MinorityBusinessDirectory.aspx

Should the Prime Contractor intend to later issue a subcontract, the above affirmative steps must be followed and documentation of such submitted to the Owner for review as described under this section.

SAMPLE LETTER FROM CONTRACTOR TO MBE/WBE FIRMS

(CONTRACTOR'S LETTERHEAD)

[DATE]

[MBE/WBE COMPANY NAME]
[ADDRESS]
[CITY, STATE ZIP]

RE: [NAME OF PROJECT]

Dear [MBE/WBE FIRM]:

This company intends to submit a bid on the above referenced project.

We are soliciting a proposal from you for any item or items on this project for which you are qualified to subcontract. You may submit proposals to subcontract items of construction or for project materials and supplies if you are a distributor of materials or equipment.

A [BID SCHEDULE OR DESCRIPTION OF THE SPECIFIC ITEM TO BID] is attached for your review. You are encouraged to submit proposals on any item(s) for which you are qualified to subcontract. Proposals must be submitted by [SUBMITTAL DEADLINE] to be considered.

For further details, you are encouraged to contact [NAME OF OWNER REPRESENTATIVE] by email at [EMAIL ADDRESS] or by telephone at [TELEPHONE NUMBER] during normal business hours.

Sincerely,

[NAME OF REPRESENTATIVE]
[NAME OF COMPANY]

Enclosure: [BID SCHEDULE OR DESCRIPTION OF THE SPECIFIC ITEM TO BID]

MISSISSIPPI EMPLOYMENT PROTECTION ACT OF 2008

TITLE 71. LABOR AND INDUSTRY
CHAPTER 11. EMPLOYMENT PROTECTION ACT

Miss. Code Ann. § 71-11-1

§ 71-11-1. Legislative findings

The Legislature finds that when illegal immigrants have been sheltered and harbored in this state and encouraged to reside in this state through the benefit of work without verifying immigration status, these practices impede and obstruct the enforcement of federal immigration law, undermine the security of our borders, and impermissibly restrict the privileges and immunities of the citizens of Mississippi. The Legislature further finds that illegal immigration is encouraged when public agencies within this state provide public benefits without verifying immigration status. The Legislature further finds that the Tenth Amendment to the United States Constitution reserves to the states those powers not delegated to the United States by the Constitution. Therefore, the Legislature declares that it is a compelling public interest of this state to discourage illegal immigration by requiring all agencies within this state to fully cooperate with federal immigration authorities in the enforcement of federal immigration laws. The Legislature also finds that other measures are necessary to ensure the integrity of various governmental programs and services.

TITLE 71. LABOR AND INDUSTRY
CHAPTER 11. EMPLOYMENT PROTECTION ACT

Miss. Code Ann. § 71-11-3

§ 71-11-3. Definitions; verification of work eligibility status of new hires; employer liability; exemptions; penalties for violation.

(1) This chapter shall be known as the "Mississippi Employment Protection Act."

(2) The provisions of this section shall be enforced without regard to race, gender, religion, ethnicity or national origin.

(3) For the purpose of this section only, the following words shall have the meanings ascribed herein unless the content clearly states otherwise:

(a) "Employer" is any person or business that is required by federal or state law to issue a United States Internal Revenue Service Form W-2 or Form 1099 to report income paid to employed or contracted personnel in Mississippi.

(b) "Employee" is any person or entity that is hired to perform work within the State of Mississippi and to whom a United States Internal Revenue Service Form W-2 or Form 1099 must be issued.

(c) "Third-party employer" is any person or company that provides workers for another person or company. This includes, but is not limited to, leasing companies and contract employers.

(d) "Status verification system" means the electronic verification of work authorization program of the Illegal Immigration Reform and Immigration Responsibility Act of 1996,

Public Law 104-208, Division C, Section 403(a); 8 USC, Section 1324a, and operated by the United States Department of Homeland Security, known as the E-Verify Program.

(e) "Unauthorized alien" means an alien as defined in Section 1324a(h)(3) of Title 8 of the United States Code.

(f) "Public employer" means every department, agency or instrumentality of the state or a political subdivision of the state.

(g) "Subcontractor" means a subcontractor, contract employee, staffing agency or any contractor regardless of its tier.

(4) (a) Employers in the State of Mississippi shall only hire employees who are legal citizens of the United States of America or are legal aliens. For purposes of this section, a legal alien is an individual who was lawfully present in the United States at the time of employment and for the duration of employment, or was permanently residing in the United States under color of law at the time of employment and for the duration of employment.

(b) (i) Every employer shall register with and utilize the status verification system to verify the federal employment authorization status of all newly hired employees.

(ii) No contractor or subcontractor shall hire any employee unless the contractor or subcontractor registers and participates in the status verification system to verify the work eligibility status of all newly hired employees.

(iii) No contractor or subcontractor who enters into a contract with a public employer shall enter into such a contract or subcontract unless the contractor or subcontractor registers and participates in the status verification system to verify information of all newly hired employees.

(c) The provision of this section shall not apply to any contracts entered into on or before July 1, 2008.

(d) It shall be a discriminatory practice for an employer to discharge an employee working in Mississippi who is a United States citizen or permanent resident alien while retaining an employee who the employing entity knows, or reasonably should have known, is an unauthorized alien hired after July 1, 2008, and who is working in Mississippi in a job category that requires equal skill, effort and responsibility, and which is performed under similar working conditions, as defined by 29 USC, Section 206(d) (1), as the job category held by the discharged employee.

(e) An employing entity which, on the date of the discharge in question, was enrolled in and used the status verification system to verify the employment eligibility of its employees in Mississippi hired after July 1, 2008, shall be exempt from liability, investigation or suit arising from any action under this section.

(f) No cause of action for a violation of this section shall lie under any other Mississippi law but shall arise solely from the provisions of this section.

(5) Any employer that complies with the requirements of this section shall be held harmless by the Mississippi Department of Employment Security, provided the employer is not directly involved in the creation of any false documents, and provided that the employer did

not knowingly and willfully accept false documents from the employee.

(6) (a) All third-party employers that conduct business in Mississippi shall register to do business in Mississippi with the Mississippi Department of Employment Security before placing employees into the workforce in Mississippi.

(b) Third-party employers shall provide proof of registration and any participation in the status verification system to any Mississippi employer with whom they do business.

(7) (a) State of Mississippi agencies and political subdivisions, public contractors and public subcontractors and private employers with two hundred fifty (250) or more employees shall meet verification requirements not later than July 1, 2008.

(b) Employers with at least one hundred (100) but less than two hundred fifty (250) employees shall meet verification requirements not later than July 1, 2009.

(c) Employers with at least thirty (30) but less than one hundred (100) employees shall meet verification requirements not later than July 1, 2010.

(d) All employers shall meet verification requirements not later than July 1, 2011.

(e) (i) Any employer violating the provisions of this section shall be subject to the cancellation of any state or public contract, resulting in ineligibility for any state or public contract for up to three (3) years, the loss of any license, permit, certificate or other document granted to the employer by any agency, department or government entity in the State of Mississippi for the right to do business in Mississippi for up to one (1) year, or both.

(ii) The contractor or employer shall be liable for any additional costs incurred by the agencies and institutions of the State of Mississippi, or any of its political subdivisions, because of the cancellation of the contract or the loss of any license or permit to do business in the state.

(iii) Any person or entity penalized under this section shall have the right to appeal to the appropriate entity bringing charges or to the circuit court of competent jurisdiction.

(f) The Department of Employment Security, State Tax Commission, Secretary of State, Department of Human Services and the Attorney General shall have the authority to seek penalties under this section and to bring charges for noncompliance against any employer or employee.

(8) (a) There shall be no liability under this section in the following circumstances:

(i) An employer who hires an employee through a state or federal work program that requires verification of the employee's social security number and provides for verification of the employee's lawful presence in the United States in an employment-authorized immigration status;

(ii) Any candidate for employment referred by the Mississippi Department of Employment Security, if the Mississippi Department of Employment Security has verified the social security number and provides for verification of the candidate's lawful presence in the United States in an employment-authorized immigration status; or

(iii) Individual homeowners who hire workers on their private property for noncommercial purposes, unless required by federal law to do so.

(b) (i) Compliance with the sections of this statute shall not exempt the employer from regulations and requirements related to any federal laws or procedures related to employers.

(ii) This section shall not be construed as an attempt to preempt federal law.

(c) (i) It shall be a felony for any person to accept or perform employment for compensation knowing or in reckless disregard that the person is an unauthorized alien with respect to employment during the period in which the unauthorized employment occurred. Upon conviction, a violator shall be subject to imprisonment in the custody of the Department of Corrections for not less than one (1) year nor more than five (5) years, a fine of not less than One Thousand Dollars ($ 1,000.00) nor more than Ten Thousand Dollars ($ 10,000.00), or both.

(ii) For purposes of determining bail for persons who are charged under this section, it shall be a rebuttable presumption that a defendant who has entered and remains in the United States unlawfully is deemed at risk of flight for purposes of bail determination.

EXAMPLE OF E-VERIFY CERTIFICATION LETTER

Date

TO: Project Owner
P. O. Box 12345
Anytown, MS 12345

RE: Compliance with Mississippi Employment Protection Act of 2008 and the United States Illegal Immigration Reform and Immigration Responsibility Act of 1996 (E-Verify)

Project Name _____
Project Number _____

The purpose of this letter is to inform you that _____(Contractor and/or Subcontractor's Company Name_____ is in compliance with the Mississippi Employment Protection Act of 2008 as described in Senate Bill 2988 of the 2008 Regular Session of the Mississippi Legislature and the United States Illegal Immigration Reform and Immigration Responsibility Act of 1996. Our E-verify registration number is _____.

Attached, for your review, is a copy of the documentation showing our company's participation in the E-Verify program and upon request, copies of employee's certifications will be provided as they are kept in the employee's personnel file.

Our company understands if compliance with the above-mentioned Act is not followed consequences may occur as contemplated in that Act.

Should you have any questions, please do not hesitate to contact me.

Sincerely,

President of Company

If you are not already enrolled you may enroll by going to the E-Verify Web site at www.uscis.gov/e-verify follow the directions and tutorial.

SUBCONTRACTOR LISTING FORM *(v.10.22.2020)*

The prime contractor must submit this form to the Owner prior to contract execution and must update it for each subcontractor performing any work resulting from this contract. If additional lines are needed, this form may be duplicated.

Subcontractor Name and Contact Person	Subcontractor Address and Phone Number	Subcontractor Sam.gov UEI #	MBE (Y/N)	WBE (Y/N)	On Site during this period (Y/N)
ECS Southeast, LLP Joel Kozlowski	528 Klondyke Road Long Beach, MS 39560 228-264-3231	CMTCKYC49C45	N	N	
W Engineering, P.A.	301 Central Ave. E Wiggins, MS 39577	NRUYPCE8B215	N	N	

COMPLETED BY: F. Jason Overstreet **DATE:** 10/13/2023

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 Resolution:

A RESOLUTION BY THE GULFPORT CITY COUNCIL TO APPROVE SPONSORSHIP PROGRAM FOR THE HARBOR LIGHTS WINTER FESTIVAL, AND FOR RELATED PURPOSES

WHEREAS, the City of Gulfport, annually, invites residents and visitors to our City to a winter wonderland of lights in Jones Park at the City's Harbor Lights Winter Festival; and

WHEREAS, in order to help defray the costs associated with presenting the festival each year, and to add or improve/repair the various amenities offered, the City desires to offer interested persons or entities the ability to sponsor certain portions of the festival in return for certain benefits received by the sponsor; and

WHEREAS, a proposed sponsorship structure has been developed and is attached hereto as Exhibit "A"; and

WHEREAS, adoption of a sponsorship structure for the festival is crucial to marketing the festival as an advertising opportunity for local businesses who wish to have their name/logo associated with the festival and the 100,000 + visitors to the show each year; and

WHEREAS, the Council finds it is in the best interest of the City to approve the sponsorship structure as found in Exhibit "A" hereto for the City's Harbor Lights Winter Festival.

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 sponsorship structure as more fully set forth in Exhibit "A" hereto be and the same is hereby approved and the City is hereby authorized to offer sponsorship opportunities in accord therewith.

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 Harbor Lights
WINTER FESTIVAL

Sponsorships

2023 - 2025

Introduction

The Gulfport Harbor Lights Winter Festival has become Mississippi's largest holiday tradition since 2015! We have welcomed over 200,000 visitors to Jones Park in the last two years.

The show began with nautical-themed light displays to match our coastal destination! Over the years, the show has expanded with over 2.5 million lights throughout 40 acres in Jones Park. Today, visitors can ride carnival rides, hop on a train at the Train Station, interact with our animatronic reindeer, or enjoy the "Dancing Trees" Show.

Visitors can even stroll through Santa's Village to see working elves and visit Santa Claus! Each year, the show grows and brings new surprises!

“The Most Magical Show in Mississippi”
- Only In Your State (2018-2022)

Named the #5 Christmas Attraction in the US
- Yahoo (2022)

Gulfport Harbor Lights
WINTER FESTIVAL

Harbor Lights Overview

Gulfport Harbor Lights WINTER FESTIVAL

Dancing Trees

Visitors can grab a hot chocolate and watch our famous Dancing Trees! These 15-50 ft trees display RGB lights choreographed to over 2 hours of Christmas Music! The Dancing Trees area includes a walking path to the carnival rides, a food vendor, and a heated trolley pick-up point!

Santa's Village

Santa's Village hosts the workings of the coastal Christmas experience! Visitors can stroll through Santa's Headquarters to watch elves working, visit Santa Claus, take pictures with Rudolph, and even enjoy a s'more or two! Santa's Village is at the east entry under the Barksdale Pavilion!

Train Station

While strolling from Santa's Village, visitors can stop at the Train Station! Visitors can use their train ticket to hop on one of three trains! The station is a great place to enjoy a moment with family and friends around the waiting station before heading to the next stop!

Reinder Stable

Speaking of new surprises! This year, our three life-size animatronic reindeer are back in Santa's Village! Visitors will be able to interact with Santa's Reindeer as they get ready to deliver presents all over the world, of course!

Gift Shop

An assortment of Harbor Lights merchandise is available for purchase in Santa's Village! Be on the lookout for the 2023 commemorative Harbor Lights Ornament reveal!

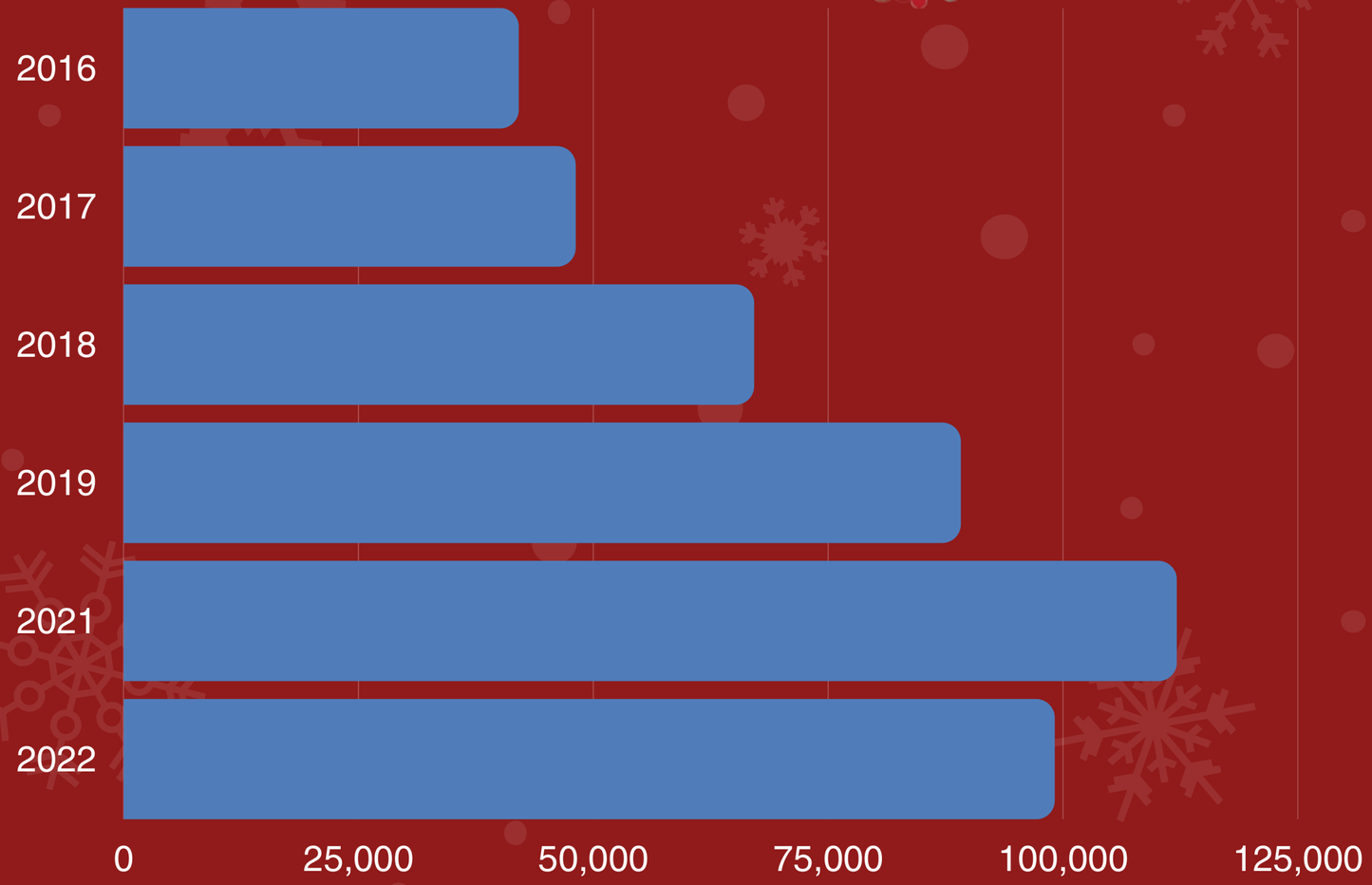
Trolley Service

An assortment of Harbor Lights merchandise is available for purchase in Santa's Village! Be on the lookout for the 2023 commemorative Harbor Lights Ornament reveal!

Visitation

Gulfport Harbor Lights
WINTER FESTIVAL

This steady growth trend demonstrates the increasing popularity and appeal of the festival, making it Mississippi's and one of the largest holiday traditions in the country!



**Event is subject to potential weather cancelations*

Sponsorship

Gulfport Harbor Lights WINTER FESTIVAL

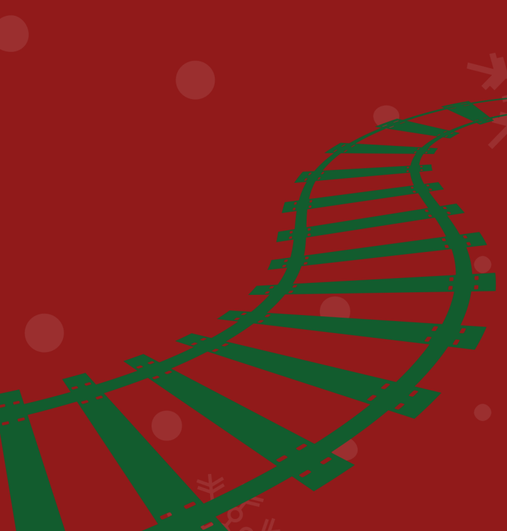
Sponsorship at the Gulfport Harbor Lights Winter Festival is an incredible promotional opportunity for all coastal businesses. When becoming a sponsor, you and your company are providing meaningful support to our local community, by offsetting the costs associated with the maintenance and upkeep of show equipment. You will demonstrate a commitment to improving the Mississippi Gulf Coast.

If you are trying to find a way for your business to become more involved in the community, this is the perfect opportunity. With the Gulfport Harbor Lights Winter Festival, your company's name will be in front of thousands of potential customers who continue to visit the show each year.

Sponsorship Opportunities

Train Station

- Logo and listing as a sponsor on all festival publicity and collateral material
- Logo recognition on a brightly lit custom sign on the Train Station and on five trains
- Logo recognition on lit area entrance signage
- 3 featured posts on the Gulfport Harbor Lights Winter Festival Facebook & Instagram page
- Logo link from Gulfport Harbor Lights Winter Festival website to your business site
- 30 complimentary admission tickets to the festival
- Option to provide giveaways/handouts



$35,000/year

($70,000 over two years; exclusive)

Gulfport Harbor Lights WINTER FESTIVAL

Santa's Village

- Logo and listing as a sponsor on all festival publicity and collateral material
- Logo recognition on brightly lit custom sign outside of Santa's Headquarters
- Logo recognition on lit area entrance signage
- Logo/company name on all Santa's Village signage throughout the park (wayfinding signs, maps,)
- 3 featured posts on the Gulfport Harbor Lights Winter Festival Facebook & Instagram page
- Logo link from Gulfport Harbor Lights Winter Festival website to your business site
- 30 complimentary admission tickets to the festival
- Option to provide branded ornaments to be placed on the center Christmas tree.

$35,000/year

($70,000 over two years; exclusive)

Gulfport Harbor Lights WINTER FESTIVAL

Santa's Reindeer Stable

- Logo and listing as a sponsor on all Reindeer Stable publicity and collateral materials
- Logo recognition on a brightly lit custom sign outside of the stable gate
- 2 featured posts on the Gulfport Harbor Lights Winter Festival's Facebook & Instagram page
- Logo link from Gulfport Harbor Lights Winter Festival website to your business site
- 20 complimentary admission tickets to the festival
- Option to provide branded ornaments to be placed on 9' Christmas trees placed around stable

$10,000/year

($20,000 over two years; exclusive)

Gulfport Harbor Lights WINTER FESTIVAL

Proposal Area

- Logo and listing as a sponsor on all proposal publicity and collateral materials
- Logo recognition on a brightly lit custom sign outside of the Gazebo
- 2 Featured posts on the Gulfport Harbor Lights Winter Festival Facebook & Instagram page
- Featured post on Facebook & Instagram page with engaged couples
- Logo link from Gulfport Harbor Lights Winter Festival website to your business site
- 20 complimentary admission tickets to the festival
- Option to provide logoed ornaments to be placed on a 9' Christmas tree placed under the Gazebo

$10,000/year

($20,000 over two years; exclusive)

Gulfport Harbor Lights WINTER FESTIVAL

Christmas Tree Sponsor

- Logo recognition on a pre-lit Christmas tree located at Santa's Village or West Entrance.
- Featured post on Gulfport Harbor Lights Winter Festival social media.
- Link from the festival website to your business site.
- 2 complimentary admission tickets to the festival.

$500/year

(30 Opportunities)

Gulfport Harbor Lights WINTER FESTIVAL

Benefits of Sponsorship

- Increase visibility with the coastal market and out-of-town families.
- Showcase your commitment to the local community.
- Reach over 100,000 festival attendees and thousands more through marketing and advertisements.
- Gain exposure through the festival website and social media channels.
- Be featured in news articles, magazines, and blogs.
- Create meaningful connections with potential customers.

Contact:

Jase Payne
Comms & Marketing Manager
City of Gulfport
jpayne@gulfport-ms.gov

Billy Lehman
Special Events Manager
City of Gulfport
blehman@gulfport-ms.gov

Gulfport Harbor Lights
WINTER FESTIVAL

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 OPERATING AGREEMENT BETWEEN THE CITY OF GULFPORT (POLICE DEPARTMENT) AND THE NAVAL CONSTRUCTION BATTALION CENTER GULFPORT (COMMANDING OFFICER), AND FOR RELATED PURPOSES

WHEREAS, the City of Gulfport, by and through its Police Department, the City of Long Beach, by and through its Police Department, and the Naval Construction Battalion Center Gulfport (NCBC) desire to enter into an Operating Agreement Agreement for the purpose of establishing responsibilities for managing emergency calls originating from the Naval Construction Battalion Center and associated Navy properties; and

WHEREAS, a proposed Operating Agreement is attached hereto as Exhibit "A" and establishes the terms of engagement among the entities when engaged in support of one another for the benefit of their respective jurisdictions with respect to emergency calls as set forth above; and

WHEREAS, approval, execution and delivery of the Operating Agreement among the City of Gulfport, the City of Long Beach and Naval Construction Battalion Center Gulfport is 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 proposed Operating Agreement between the City of Gulfport, the City of Long Beach and Naval Construction Battalion Center Gulfport, as attached hereto as Exhibit "A", be and the same is hereby approved, and the Chief of Police is hereby authorized to execute and deliver the same on behalf of the City of Gulfport.

SECTION 3. That this Resolution shall be in 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 submitted to and approved by the Mayor, this the _____ day of _____, 2023.

_____

MAYOR

NRSE
3440
Ser NOD/

NCBC
3440
Ser NOO/

OPERATING AGREEMENT
BETWEEN
NAVY REGION SOUTHEAST REGIONAL DISPATCH CENTER
AND
NAVAL CONSTRUCTION BATTALION CENTER GULFPORT, MISSISSIPPI
AND
GULFPORT POLICE DEPARTMENT, GULFPORT MISSISSIPPI
EMERGENCY COMMUNICATION CENTER
AND
HARRISON COUNTY SHERIFF'S OFFICE, GULFPORT MISSISSIPPI
EMERGENCY COMMUNICATION CENTER AND
LONG BEACH POLICE DEPARTMENT, LONG BEACH MISSISSIPPI
EMERGENCY COMMUNICATION CENTER

Subj: OPERATING AGREEMENT ON MANAGING EMERGENCY "911 " CALLS FOR SERVICE AT NAVAL CONSTRUCTION BATTALION CENTER GULFPORT

Ref: (a) DoD Instruction 6055.17 CH-3 of 12 June 2019

l . Purpose. This Agreement establishes delineating responsibilities and a concept of operations for managing emergency ("911 calls originating from Naval Construction Battalion Center (NCBC) Gulfport and associated Navy properties, and Navy interactions with Gulfport Police Department (GPD), Harrison County Sheriff's Office (HCSO), and Long Beach Police Department (LBPD).

2. Scope. This Agreement covers responsibilities and procedures associated with emergency calls originating from NCBC Gulfport and associated Navy properties.

3. Background

a. Navy Region Southeast (NRSE) Regional Dispatch Center (RDC) in Jacksonville, FL provides emergency dispatch services to NCBC Gulfport and associated Navy properties.

b. NRSE RDC, GPD, HCSO, LBPD, and NCBC Gulfport must coordinate closely to ensure emergency calls originating from NCBC Gulfport and associated Navy properties are promptly answered and managed by either NRSE RDC or GPD, HCSO, or LBPD.

4. Concepts of Operations

a. Normal Operations. Emergency calls made from landline phones onboard NCBC Gulfport and associated Navy properties are automatically routed to NRSE RDC to dispatch

appropriate emergency services support. Emergency calls made from cellular phones onboard NCBC Gulfport and associated Navy properties are typically routed to GPD, HCSO, or LBPD. When this occurs, GPD, HCSO, or LBPD will transfer calls to NRSE RDC as soon as a location is determined at NCBC Gulfport. NRSE RDC will dispatch appropriate emergency services support. During a transfer, GPD, HCSO, or LBPD will remain online until the call is answered by NRSE RDC.

b. "911" Outage

(l) If NRSE RDC experiences a "911" outage but maintains communications with NCBC Gulfport first responders:

(a) NRSE RDC will notify GPD, HCSO, and LBPD via phone regarding the "911" ,outage in advance if it results from pre-planned actions, or as soon as possible after the outage occurs if it was not foreseen,

(b) All emergency calls made from landline phones onboard NCBC Gulfport and associated Navy properties will be automatically re-routed to GPD, HCSO, or LBPD and those calls will not be transferred back to NRSE RDC.

(c) All emergency calls made from cellular phones onboard NCBC Gulfport and associated Navy properties will continue to be routed to the GPD, HCSO, or LBPD. GPD, HCSO, or LBPD will not transfer those calls to NRSE RDC.

(d) GPD, HCSO, or LBPD will manually forward pertinent information from emergency calls to NRSE RDC via admin phone, NRSE RDC will dispatch appropriate emergency services support.

(2) If NRSE RDC experiences a "911" outage and does not have communications with NCBC Gulfport first responders or becomes non-operational for any reason:

(a) NRSE RDC will notify GPD, HCSO, and LBPD via phone regarding the "911" ,,outage in advance if it results from pre-planned actions, or as soon as possible after the outage occurs if it was not foreseen (e.g. RDC evacuation).

(b) All emergency "911" calls made from landline phones onboard NCBC Gulfport and associated Navy properties will be automatically re-routed to GPD, HCSO, or LBPD and those calls will not be transferred back to the NRSE RDC.

(c) All emergency calls made from cellular phones onboard NCBC Gulfport and associated properties will continue to be routed to the GPD, HCSO, or LBPD. GPD, HCSO, or LBPD will not transfer those calls to the NRSE RDC.

(d) GPD, HCSO, or LBPD will forward pertinent information from emergency calls

to the NCBC Gulfport Security Watch Captain or Senior Fire Officer, as applicable, via predesignated phone numbers. NCBC Gulfport Security Watch Captain or Senior Fire Officer, as applicable, will be responsible for dispatching appropriate emergency services support.

5. Responsibilities

a. NRSE RDC will.

(1) Transfer any received emergency calls for service that originate outside NCBC Gulfport or associated Navy properties to GPD, HCSO, or LBPD. During such transfers, NRSE RDC will remain on the line until GPD, HCSO, or LBPD answer the call.

(2) Notify GPD, HCSO, and LBPD in advance of "911" outages if the action is preplanned, or as soon as possible after an unforeseen "911 " outage occurs or if NRSE RDC becomes non-operational for any reason (e.g. RDC evacuation).

(3) Advise GPD, HCSO, and LBPD as soon as possible if communications with NCBC Gulfport first responders are maintained or disrupted during "911 " outages.

(4) Be responsible for ensuring the telephone service provider re-routes all incoming "911 " emergency calls to GPD, HCSO, or LBPD prior to planned "911 " outages and when the NRSE RDC becomes non-operational. GPD, HCSO, or LBPD will not be required to reprogram their phone transfer equipment to accommodate NRSE RDC.

(5) Assign a point of contact (POC) for resolving technical or procedural questions and issues pertaining to this Agreement.

(6) Assign a POC to be notified in the event GPD, HCSO, or LBPD become nonoperational for any reason.

(7) Coordinate in advance with GPD, HCSO, and LBPD about any changes in notification contacts or procedures, modifications to "911 " system, or call routing that might affect the GPD, HCSO, and LBPD functionality or operations as agreed upon in this Agreement.

(8) Coordinate with the NRSE "911 " Addressing Coordinator to ensure updated street addressing data from onboard NCBC Gulfport is shared with GPD, HCSO, and LBPD as it becomes available.

(9) Assume all costs for NRSE RDC equipment, services, and recurring monthly costs of phone circuits and Automatic Location Identification (ALI) database access.

(10) Conduct a quarterly validation of POCs, contact numbers, and "911" transfer procedures with GPD, HCSO, LBPD, and NCBC Gulfport.

(11) Conduct an annual review and validation of this Agreement, and update it as appropriate.

b. GPD, HCSO, and LBPD will:

(l) Transfer any received emergency calls for service that originate onboard NCBC Gulfport or associated Navy properties to NRSE RDC. During such transfers, GPD, HCSO, or LBPD will remain on the line until the call is answered by NRSE RDC.

(2) During "911" transfer failures to NRSE RDC, GPD, HCSO, or LBPD will manually transfer pertinent information from emergency calls originating onboard NCBC Gulfport and associated Navy properties to NRSE RDC via a pre-determined 10-digit admin phone number.

(3) During "911 " failures at NRSE RDC, GPD, HCSO, or LBPD will manually forward pertinent information from emergency calls originating onboard NCBC Gulfport and associated Navy properties to NCBC Gulfport Security Watch Commander or Senior Fire Officer, as applicable, via pre-designated phone numbers.

(4) Notify NRSE RDC as soon as possible if the GPD, HCSO, or LBPD become nonoperational for any reason.

(5) Assign a POC for resolving technical or procedural questions and issues pertaining to this Agreement.

(6) Assign a POC to be notified in the event NRSE RDC becomes non-operational for any reason.

(7) Coordinate in advance with NRSE RDC regarding any changes in notification contacts or procedures, modifications to "911 " system, or call routing that might affect NRSE RDC functionality or operations as agreed upon in this Agreement.

(8) Support a quarterly validation of POCs, contact numbers, and "911 " transfer procedures by NRSE RDC.

(9) Conduct an annual review and validation of this Agreement, and update it as appropriate

c. NCBC Gulfport will:

(1) Provide 24/7 contact phone numbers for the Security Watch Captain and Senior Fire Officer to NRSE RDC, GPD, HCSO, and LBPD.

(2) Dispatch appropriate NCBC Gulfport first responders if NRSE RDC is non-operational for any reason, in response to emergency information received via phone from GPD, HCSO, or LBPD.

(3) Support quarterly validation of POCs, contact numbers, and "911 " transfer procedures by NRSE RDC.

(4) Assign a POC for resolving technical or procedural questions and issues pertaining to this Agreement.

(5) Conduct an annual review and validation of this Agreement, and update it as appropriate.

6. Other Provisions

a. Availability of State/Local Funds. All obligations assumed by the GPI), HCSO, and LBPD under this Agreement are subject to the availability of funds appropriated by the State of Mississippi, GPD, HCSO, and LBPD for carrying out such obligations. NRSE RDC and NCBC Gulfport hereby release GPD, HCSO, and LBPD from any claims based upon or attributable to the GPD, HCSO, and LBPD being unable to carry out obligations assumed under this Agreement due to a lack of appropriated funds made available to them for such purpose.

b. Availability of Navy Funds. All obligations assumed by NRSE RDC and NCBC Gulfport under this Agreement are subject to the availability of appropriated funds for the purpose of carrying out such obligations; as such funds are appropriated by the U.S. Congress and made available to NRSE RDC and NCBC Gulfport for such purpose. GPD, HCSO, and LBPD hereby release the NRSE RDC and NCBC Gulfport from any claims based upon or attributable to NRSE RDC or NCBC Gulfport being unable to carry out their obligations assumed under this Agreement due to a lack of appropriated funds made available to them for such purpose.

7. Termination of Agreement. This Agreement may be terminated by any party, upon written notice given not less than 30 days prior to the requested termination date, unless all parties agree to a lesser period. Termination by any party will not provide the basis for any claim against the U.S. Government, U.S. Navy, or State of Mississippi.

8. Points of Contact:

a. NRSE RDC Manager
Ms. Angela Reddish
Phone: (904) 542-2897
Email: angela.d.reddish2.civ@us.navy.mil

b, NCBC Gulfport
Lewis Fountain
Phone: (228) 871-3620
Email: lewis.c.fountain.civ@us.navy.mil

c. GPD
Chief Adam Cooper
Phone: (228) 868-5964
Email: acooper@gulfport-ms.gov

d. HCSO
Johnny Fischer
Phone: (228) 865-7060
Email: johnnyfischer@harrisoncountysheriff.com

e. Long Beach PD
Damian McRight, CDR
Phone: (228) 863-7292
Email: dmcright@longbeachms.gov

9. Effective Date. This Agreement is effective upon signature and will remain in effect until modified or terminated by any of the parties, or superseded by another signed Agreement, Each party will annually review this Agreement to evaluate its currency and effectiveness, and to determine if any modifications are needed. Modifications desired by any party are to be requested in writing at least 30 days in advance of the proposed effective date.

10. Expiration Date. This Agreement will remain in effect for a period not to exceed five (5) years.

A. REDDISH Date
Dispatch Center Manager
Navy Region Dispatch Center

A. I. FRANCO Date
CAPT, CEC, USN
Commanding Officer
Naval Construction Battalion Center Gulfport

Chief Adam Cooper Date
Gulfport Police Department

Johnny Fischer Date
Harrison County Sherriff's Office

D. McRight Date
CDR Long Beach Police Department

Coast Transit Authority

10/25/2023

RE: Cost of Transit Service and Parking for 2023 Gulfport Harbor Lights Winter Festival

Billy,

As requested, CTA has reviewed the cost of providing the same level service as prior year for the Gulfport Harbor Lights Winter Festival. Services provided will, once again, include FREE Event Parking in the CTA Parking Garage (with shuttle service) and 2-Trolleys on a route within Jones Park during the 37-Day event. --- Keep in mind that all CTA buses/trolleys are ADA equipped.

Overall cost for 2023 Light Show will be **$70,000**. --- *$10,000 increase over last year reflects our current cost of operations, an extra day of service and an increase in our parking rate.*

Let me know if you have any questions.

Thank You,

Chris Foret
Assistant Executive Director
228.896.8080 Ext. 217
cforet@coasttransit.com
333 DeBuys Rd., Gulfport, MS 39507

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 REJECT ALL PROPOSALS FOR ENGINEERING SERVICES FOR MISSISSIPPI MUNICIPALITY AND COUNTY WATER INFRASTRUCTURE PROJECTS AND AUTHORIZE RE-ADVERTISING FOR THE SAME, AND FOR RELATED PURPOSES

WHEREAS, the City intends to undertake several projects funded through the Mississippi Municipality and County Water Infrastructure Program through the Mississippi Department of Environmental Quality; and

WHEREAS, pursuant to authority previously granted by the City Council, the City solicited proposals for engineering services in connection with the said projects and, upon the advice of Horne, LLC, an entity engaged by the Mississippi Department of Environmental Quality to oversee compliance in connection with the said funding program, the City desires to reject all engineering services proposals and re-advertise for the same; and

WHEREAS, it is in the best interest of the City and the most prudent course of action in light of the involvement of public funds, to reject all proposals, and to re-advertise for engineering services in connection with the City's MCWI projects.

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 all proposals received for the City's MCWI projects, as described in the Memorandum from City Engineer, Wayne Miller, be and are hereby rejected, pursuant to

authority reserved in the proposal documents, and the Administration is authorized to re-advertise for engineering services in connection with the aforementioned projects.

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 AND ENGINEERING

To: Mayor Billy Hewes and Members of the City Council

CC: Leonard Papania, CAO
Jeff Bruni, Esq, City Attorney
Tyler Gentry, Assistant Director of Public Works – Operations
Jeremy Harrison, Assistant to the City Engineer
Jessica Versiga, Purchasing

From: Wayne E. Miller, P.E., Director of Public Works and Engineering

Date: 10/24/2023

Re: **Request Approval to Reject Proposals and Re-Advertise**
- **Mississippi Municipality and County Water Infrastructure "MCWI"**
- **Mississippi Department of Environmental Quality "MDEQ"**

On August 9, 2023, proposals were received for the above referenced project. A revised federal procurement checklist was provided by Horne LLP, which is the contractor for the Mississippi Department of Environmental Quality overseeing our projects. There have been some minor changes that affect our projects and it was recommended that we re-advertise to make sure all requirements are met.

The projects are as follows:

1. North Gulfport Wastewater Treatment Plant – Headworks and Sand Filters
2. Debuys Road Sewer Pump Station – Force Main Connection to West Biloxi Wastewater Treatment Plant
3. Citywide – Lift Station Rehabilitation
4. Mississippi Infrastructure Modernization Act – Paving Infrastructure

These projects are 100% funded by the Mississippi Municipality and County Water Infrastructure "MCWI" and the American Rescue Plan Act "ARPA".

I recommend approval of this item.

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 RENTAL AGREEMENT BETWEEN THE CITY OF GULFPORT AND PITNEY BOWES, AND FOR RELATED PURPOSES

WHEREAS, in order to approve efficiency in mailing operations, the City has, historically, rented postage meter equipment and obtained related maintenance from Pitney Bowes; and

WHEREAS, the required equipment rental and related maintenance are available via "State Contract" pursuant to the Rental Agreement attached hereto as Exhibit "A"; and

WHEREAS, in light of the foregoing, the Council finds that it is in the best interest of the City to approve the Rental Agreement between the City of Gulfport and Pitney Bowes for postage meter equipment and related maintenance.

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 Rental Agreement between the City of Gulfport and Pitney Bowes 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 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

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 PITNEY BOWES (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 Mississippi's Accountability System for Government Information and Collaboration (MAGIC) shall be made and remittance information provided electronically as directed by the State. The State, may at its sole discretion, require the Vendor to submit invoices and supporting documentation electronically at any time during the term of this Agreement. These payments shall be deposited into the bank account of the Vendor's choice. The Vendor understands and agrees that the State 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:	**For the Customer:**
Name Sasa Vukicevic	Name
Title RPM	Title
Address 1313 N. Atlantic.,STE 3000	Address
City, State, & Zip Code Spokane, WA 99223	City, State, & Zip Code

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.

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: Pitney Bowes _____

By: _____
Authorized Signature

Printed Name: _____

Title: _____

WITNESS:

_____

_____

Witness my signature this the _____ day of _____, 20____.

Customer: _____

By: _____
Authorized Signature

Printed Name: _____

Title: _____

WITNESS:

_____

_____

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.

State Contract Number: 8200068730

Vendor Company Name: Pitney Bowes

Customer Agency Name: CITY OF GULFPORT

Bill to Address: 1410 24th Ave, Gulfport, MS 39501-2067

Ship to Address: Multiple Locations, please see addendum

Description of Equipment, Software, or Services	Price
10 SendPro C-Lites w 5 lb scales with SP100 Label printer	$801.50/monthly

Delivery Schedule and Installation Date:

Rental Term: (Number of Months) 60 months
Start Date:
End Date:

Modifications: Includes Meter Rental, Maintenance and Postage Rates Updates

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 TO APPROVE SPONSORSHIP PROGRAM FOR THE HARBOR LIGHTS WINTER FESTIVAL, AND FOR RELATED PURPOSES

WHEREAS, the City of Gulfport, annually, invites residents and visitors to our City to a winter wonderland of lights in Jones Park at the City's Harbor Lights Winter Festival; and

WHEREAS, as an added amenity, beginning with the 2023 festival, the City intends to purchase a "Go Photo" photo system that will allow our visitors to add certain backgrounds to a photograph, purchase copies of the print on-site and, later, order copies thereof via use of a "QR Code"; and

WHEREAS, the "Go Photo" system to be acquired by the City is virtually identical to a similar system owned by and used at the Mississippi Aquarium proposed sponsorship structure has been developed and is attached hereto as Exhibit "A"; and

WHEREAS, the Mississippi Aquarium has offered to train City personnel in the operation of the "Go Photo" system and to allow digital purchase of photographs (i.e., via the "QR Code") to be purchased through their current digital system in return for the Aquarium retaining the proceeds associated with the purchase of photographs via the "QR Code"; and

WHEREAS, a proposed Professional Services Agreement outlining the terms of the agreement between the City of Gulfport and the Mississippi Aquarium is attached hereto as Exhibit "A".

WHEREAS, the Council finds it is in the best interest of the City to approve the Professional Services Agreement as found in Exhibit "A" hereto for the City's Harbor Lights Winter Festival.

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 Professional Services Agreement as more fully set forth in Exhibit "A" hereto be and the same is hereby approved and the Mayor is 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 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

STATE OF MISSISSIPPI
COUNTY OF HARRISON
CITY OF GULFPORT

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT FOR PROFESSIONAL SERVICES ("Agreement") entered into and executed in Gulfport, Mississippi on the day and year hereinafter set forth by and between the **CITY OF GULFPORT, MISSISSIPPI (herein** the "City"), having an address of Post Office Box 1780, Gulfport, Mississippi 39502, and **MISSISSIPPI AQUARIUM**, having an address of 2100 East Beach Blvd, Gulfport, MS 39501 (herein "MSAQ") for the purposes and according to the terms, covenants, and conditions hereinafter set forth, to-wit:

WITNESSETH THAT:

WHEREAS, the City of Gulfport, Mississippi is a municipal corporation organized and existing according to the laws of the State of Mississippi and is governed by its Mayor and City Council ("Governing Authority"); and

WHEREAS, the City of Gulfport is in need of assistance with training and digital photo services associated with the "Go Photo" photo system implementation at the City's Harbor Lights Winter Festival; and

WHEREAS, the Mississippi Aquarium and its staff have experience operating the "Go Photo" photograph system and have offered to provide training in the use of the same to employees of the City of Gulfport and have offered to allow the City to utilize its "QR Code" photo ordering system in return for retaining the proceeds of all "QR Code" sales.

NOW THEREFORE, for good and valuable consideration as herein provided, MSAQ agrees to perform professional services according to the following conditions, terms, and provisions, to-wit:

1 . Scope of Work. MSAQ shall, in a satisfactory and proper manner, and under the terms and conditions provided herein, and in accordance with any governing laws and professional rules of conduct, provide training to employees o fthe City of Gulfport in the proper set up, installation and operation of the City's "Go Photo" photograph system and will make available MSAQ's "QR Code" platform for the digital purchase of photographs made at the Harbor Lights Winter Festival.

2. Manner of Service. Services provided by MSAQ pursuant to or in accordance with this Agreement shall be performed in a professional, prompt and competent manner and in accordance with the laws of the State of Mississippi and the United States of America and conform to high and ethical standards in the community and in the State of Mississippi. .

3. Compensation. MSAQ shall retain the proceeds of all photographs sold via "QR Code" (i.e., ditigally) in return for the services set out in the Scope of Work hereinabove. The City shall retain the proceeds for all photographs sold on-site at the Harbor Lights Winter Festival.

4. **Term of Service.** The term of this Agreement shall be for the period commencing November 8, 2023, and expiring on January 1, 2024, ("Term"). Notwithstanding the foregoing, the ability to procure

photographs via the “Go Photo” “QR Code” system shall remain in place at least through January 31, 2024, or longer at the election of MSAQ.

5. **Non-Exclusive Contract.** This is a non-exclusive contract as to each party hereto, and each party retains the right at any time to contract with other persons or entities, including another governmental entity, where such engagement shall not result in a conflict of interest or other ethical conflict.

6. **Termination.** (a) *For convenience.* Either party may terminate this Agreement at any time for any reason (or no reason) by giving the other party written notice of termination at least ten (10) days prior to the effective date of termination. (b) *For default.* Breach or failure to perform any provision of this Agreement shall be an "event of default." If the party in breach fails to cure any default within ten (10) days from receipt of written notice of an event of default, then this Agreement may be terminated immediately for default by written notice to the breaching party or party in default and in such event, either party may assert any remedies at law or in equity that it/he deems to be entitled for breach of contract.

7. **Waiver; Remedies**. (a) Failure to enforce any provision of this Agreement in which an event of default has occurred shall not constitute a waiver of rights to subsequently enforce this contract and each provision hereof. To the extent allowable by law, and subject to any state and federal law immunities, each party agrees to indemnify the other against any loss or damages resulting from an event of default not cured as provided herein. (b) If any party is required to obtain or utilize the services of an attorney to enforce any provision of this Agreement for failure to cure any default as herein provided, then the party in default shall be liable for the other party's reasonable attorney's fees and costs of litigation.

8. **Independent Contractor; Professional Services Contract; Materials, Equipment, and Resources.** (a) MSAQ certifies that it and its employees are experienced, and qualified and able to perform any and all services set forth herein. (b) This is a professional services contract in which MSAQ and its employees shall at all times be acting as and considered an independent contractor with the City and not an employee of the City or any of the City’s employees, servants, agents, or representatives. MSAQ shall have no claim under this Agreement or otherwise against the City for wages, salary, vacation pay, sick leave, retirement benefits, Social Security, Workers' Compensation disability, unemployment insurance benefits, or benefits of any kind or sort other than the compensation as set forth herein.

9. **Taxes.** City and MSAQ acknowledge and agree that MSAQ will be solely and completely responsible for any and all taxes due and owing to any governmental entity or agency (local, state and/or federal) on any monies or compensation received by MSAQ from City under this Agreement.

10. Compliance with Legal Obligations. MSAQ agrees that, in rendering services under this Agreement, he shall comply with all federal, state, and local laws.

11. **Insurance; Defense of Claims.** MSAQ covenants and agrees to indemnity and hold harmless the City and the City's employees, servants, agents, officials, and representatives from and against any loss, damage, costs, charges, expenses, and fees, whether direct or indirect and whether known or unknown, in any way arising out of or by reason of any negligent or intentional act or omission on the part of MSAQ or anyone acting for, on behalf of, or at the direction of MSAQ in the performance or execution of this Agreement or in any way arising out of this Agreement. In case any suit or legal proceedings shall be brought against the City or any of its employees, servants, agents, officials, or representatives at any time on account

of or by reason of any negligent or intentional act or omission by MSAQ or anyone acting for, on behalf of, or at the direction of MSAQ, MSAQ hereby covenants and agrees to assume the defense thereof and to defend the same at the MSAQ's own expense and to fully pay for any and all loss, damages, costs, charges, expenses, fees, attorneys' fees and other expenses and any and all judgments that may be incurred by or obtained by or against the City or any of the City's employees, servants, agents, officials, or representatives in such suits or other proceedings or actions.

12. **Notices.** Official notice to MSAQ shall be to the mailing address identified above unless a change of address is provided to the City in writing. Official notice to the City shall be to the City Attorney, City of Gulfport, 2309 15th Street, Gulfport, Mississippi 39501 with copy to the City Prosecutor at the same address. All official notices shall be in writing and served by U. S. Mail or by hand delivery. The point of contact for the City under this Agreement shall be the City Attorney.

13. Severability. Should any clause, portion or section of this Agreement be unenforceable or invalid for any reason, City and MSAQ acknowledge and agree that such unenforceability or invalidity shall not affect the enforceability or validity of the remainder of the Agreement. The captions/titles have no effect or meaning other than as headings to identify the paragraphs.

14. Governing Law. City and MSAQ acknowledge and agree that this Agreement shall be construed in accordance with the laws of the State of Mississippi.

15. Entire Agreement and Amendments. This Agreement constitutes the entire agreement of the parties and supersedes and cancels all previous written or oral agreements or representations relating to the subject matter hereof. This Agreement may not be amended, supplemented or modified except by a written document signed by the City and MSAQ

16. Successors. This Agreement shall inure to the benefit of and may be enforced by the City, its successors and assigns, and shall be binding upon MSAQ, its employees, officers, executors, administrators, heirs, and other successors in interest. MSAQ's rights and obligations under this Agreement are not assignable.

17. Official Approval of Contract. This Agreement shall take full force and effect only after it is approved by the Governing Authority for the City and signed by the Mayor and MSAQ.

WITNESS OUR SIGNATURES as duly authorized and voluntarily signed on the day and year hereinafter stated.

Mississippi Aquarium
2100 East Beach Blvd
Gulfport, MS 39501

By: _____

Date: _____

CITY OF GULFPORT
Post Office Box 1780
Gulfport, Mississippi 39502-1780

By: _____

Printed Name: _____

Title: _____

Date: _____

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 MODIFICATION NO. 1 TO SUBAWARD AGREEMENT WITH THE MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY REGARDING THE NORTH GULFPORT WASTEWATER TREATMENT PLANT HEADWORKS PROJECT, AND FOR RELATED PURPOSES

WHEREAS, the City of Gulfport desires to undertake a project to increase and improve the headworks at the North Gulfport Wastewater Treatment Plant within the city limits of the City of Gulfport; and

WHEREAS, the City of Gulfport was awarded grant funds from the Mississippi Municipality and County Water Infrastructure Grant Program in the amount of $5,290,183.08 to go towards the total estimated cost of the project of $11,452,077.00, 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, on June 6, 2023, the governing authorities of the City of Gulfport approved a Subaward Agreement concerning the award of said state funds to the City for the project noted herein; and

WHEREAS, it is necessary to approve Modification No. 1 to the previously approved Subaward Agreement revise the total project cost and make other changes to the financial terms to the Subaward Agreement.

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 Modification No. 1 to Subaward Agreement 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: October 23, 2023

Re: **Recommendation to Approve Agreement Modification No. 1 with the Mississippi Department of Environmental Quality (MDEQ)**
– North Gulfport Wastewater Treatment Plant – Headworks
– MDEQ Agreement No. 150-2-CW-5.5

Attached for your consideration is the Agreement Modification No. 1 for the above referenced project with the Mississippi Department of Environmental Quality (MDEQ).

This project includes increasing and improving the headworks at the North Gulfport Wastewater Treatment Plant.

The total cost of this project is $19,000,000. The Mississippi Municipality and County Water Infrastructure (MCWI) will fund up to $8,066,823.54. The remaining balance will be funded by the American Rescue Plan Act (ARPA).

I recommend approval of this item.

Attachments:

1. Mississippi Department of Environmental Quality, Mississippi Municipality and County Water Infrastructure - Grant Agreement Modification

MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY
MISSISSIPPI MUNICIPALITY AND COUNTY WATER INFRASTRUCTURE GRANT AGREEMENT MODIFICATION #1

STATE OF MISSISSIPPI **MDEQ AGREEMENT NO. 150-2-CW-5.5**
COUNTY OF HINDS

SUBAWARD AGREEMENT

This document is a Modification to the Subaward Agreement between the Mississippi Department of Environmental Quality ("MDEQ"), a pass-through entity as defined in 2 C.F.R. 200.1, and the City of Gulfport, UEI Number: G8SCFJ32K4N5 ("SUBRECIPIENT", and together with MDEQ, the "Parties", and each, a "Party") which was entered into on the 5TH day of July 2023.

WITNESSETH THAT:

Whereas, MDEQ has determined that a modification of the Agreement is required:

IT IS NOW THEREFORE AGREED BY THE PARTIES THAT:

Section 7. **CONSIDERATION AND PAYMENT**, Subsections A-C. are revised as follows:

7. **CONSIDERATION AND PAYMENT**

A. *Project Cost.* The total Project cost shall not exceed **$19,000,000.00**, with said amount broken down as follows:

i. MCWI Grant Funds shall not exceed **$8,066,823.54**;

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 **$8,066,823.54**;

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 **$2,866,352.92**.

B. Professional fees that will be reimbursed with MCWI Grant Funds shall not exceed **$760,000.00**. 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 **Eight Million Sixty-Six Thousand Eight Hundred Twenty-Three Dollars and Fifty-Four Cents ($8,066,823.54)** (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.

{Signature Page Follows}

Except as it is modified by the provisions of **Agreement Modification No. 1,** this Agreement shall remain in full force and effect and all other provisions thereof are hereby incorporated and reaffirmed as if fully set forth herein.

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

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 CITY OF GULFPORT TO ACCEPT PROJECT SAFE NEIGHBORHOOD GRANT FROM THE MISSISSIPPI DEPARTMENT OF PUBLIC SAFETY PLANNING, OFFICE OF JUSTICE PROGRAMS, AND FOR RELATED PURPOSES

WHEREAS, the City of Gulfport, by and through the City of Gulfport Police Department, applied for the Project Safe Neighborhood Grant from the Mississippi Department of Public Safety Planning, Office of Justice Programs; and

WHEREAS, the grant application was submitted, and the City has recently been advised that the City is the recipient of a Project Safe Neighborhood Grant in the amount of $16,550.00 which grant proceeds will fund equipment costs to implement a Project Safe Neighborhood Grant project as more fully set forth in the in the Memo from Police Chief Adam Cooper attached hereto as Exhibit "A"; and

WHEREAS, the City of Gulfport seeks authorization of the City Council to accept the aforementioned grant and seeks authorization for the Mayor and/or other official required by the Mississippi Department of Public Safety Planning, Office of Justice Programs, to execute any and all documents required to effectuate the acceptance of the grant by the City of Gulfport, including those documents attached hereto as a part of Exhibit "B".

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 Police Department, be and it is hereby authorized to accept the Project Safe Neighborhood Grant in the amount of $10,070.00, the details of which are more fully set forth documentation attached hereto as Exhibit "A" and the Mayor (and/or other requested official) be and hereby is authorized to execute any and all documents as may be required to accept and administer the grant, including those documents attached as a part of Exhibit "B".

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

Memorandum

To: Mayor Billy Hewes

From: Chief Adam Cooper, Gulfport Police Department

Date: October 23, 2023

Re: Permission to Accept FY21 MS Project Safe Neighborhoods

Subject: Permission to accept the Fiscal Year 2021 MS Project Safe Neighborhoods (PSN) Grant Number 21PS2141 in the amount of $ 16,550.00.

Mississippi Department of Public Safety, Division of Public Safety Planning awarded this grant to the Gulfport Police Department. The funds will be used to purchase 15 Modular Speaker Mic L3Harris, 15 Gas Mask Adapters, 15 OTTO NoizeBarrier TAC OD Green/Single Comms, and 15 OTTO NoizeBarrier OPS-Core Mount OD Green. This program is funded 100% by federal funds. No city/local matching funds are required.

TATE REEVES
GOVERNOR

STATE OF MISSISSIPPI
DEPARTMENT OF PUBLIC SAFETY
DIVISION OF PUBLIC SAFETY PLANNING

SEAN J. TINDELL
COMMISSIONER

October 17, 2023

Billy Hewes, Mayor
City of Gulfport Police Department
P.O. Box S
Gulfport, MS 39502

Subject: Project Number: 21PS2141
Program: Project Safe Neighborhoods (PSN – Southern District)
Effective Date: October 17, 2023

Dear Mayor Hewes:

We are pleased to inform you that the Division of Public Safety Planning has approved your subgrant application for the **MS Project Safe Neighborhoods (PSN)** in the amount of **$16,550.00**. Enclosed are the following contractual items. Please read these documents to determine your requirements under the subgrant.

1. Subgrant Signature Sheet
2. Budget Summary - *initial*
3. Cost Summary Support Sheet – *initial*
4. OJP JAG Statement of Special Conditions – *initial all sheets*
5. OJP Subgrant Standard Assurances *(Attachment A)*
6. Certification of Equal Employment Opportunity *(Attachment B)*
7. Federal Civil Rights Compliance Checklist *(Attachment C-1)*
8. Civil Rights Training Certificate *(Attachment C-2)*
9. Discrimination Complaint Policy and Procedures *(Attachment E)*
10. Certification Regarding Debarment *(Attachment F)*
11. Certification Regarding Lobbying *(Attachment G)*
12. Match Certification (*Attachment H)*
13. Copy of Current CCR Registration
14. Return Document Checklist

We particularly want to bring to your attention the requirement that items **1 – 13 (*with the exception of item #9)* should be signed or initialed in blue ink and returned to the Department of Public Safety Planning immediately**. ***Please retain a copy for your files.*** If there are any questions concerning this award, please contact O.J. Craft at (601) 391-4889.

Sincerely,

Emberly K. Holmes

Emberly K. Holmes
Office Director

SUBGRANT SIGNATURE SHEET
DIVISION OF PUBLIC SAFETY PLANNING
OFFICE OF JUSTICE PROGRAMS
152 Watford Parkway Drive
Canton, MS 39046
Phone: (601) 391-4900 Fax: (601) 391-4936

1. Name, Address, & Phone Number:	2. Effective Date: October 17, 2023
City of Gulfport Police Department P.O. Box S Gulfport, MS 39502 228-868-5900 agingerella@gulport-ms.gov	3. Sub-grant Number: 21PS2141
	4. Grant Identifier: 15PBJA-21-GG-03037-GUNP
	5. Beginning & Ending Dates: 10/17/2023- 09/30/2024
	6. Sub-grant Payment Method: Cost Reimbursement X Other:

7. The following funds are obligated:

Budget Category	Source of Funds						Total Program Budget
	Federal	%	State/Local	%	In-Kind	%	
Personnel							
Fringe Benefits							
Equipment	$ 16,550.00						$ 16,550.00
Travel							
Commodities							
Contractual Services							
Miscellaneous							
Indirect Costs							
TOTAL	$ 16,550.00						$ 16,550.00

8. The Sub-grantee agrees to operate the program outlined in this sub-grant in accordance with all provisions of this sub-grant as included herein. The following sections are attached and incorporated into this agreement.

- Statement of Special Conditions
- Standard Assurances
- Certification Regarding Equal Employment
- Civil Rights Compliance Checklist
- Civil Rights Training Certification
- Certification Regarding Debarment
- Certification Regarding Lobbying
- Match Certification Form (if applicable)

AGENCY APPROVAL	SUBGRANTEE ACCEPTANCE
9. Typed Name & Title of Approving DPSP Official: Emberly K. Holmes Office Director	10. Typed Name & Title of Authorized Sub-grantee Official: Billy Hewes, Mayor City of Gulfport
11. Signature: Date: Emberly K. Holmes 10/17/2023	12. Signature: Date:

DIVISION OF PUBLIC SAFETY PLANNING
BUDGET SUMMARY SHEET

1. Applicant Agency: City of Gulfport Police Department			
2. Sub-grant Number	**3. Grant Identification Number**	**4. Beginning Date**	**Ending Date**
21PS2141	15PBJA-21-GG-03037-GUNP	October 17, 2023	September 30, 2024
6. Submitted as part of (Check One):	**A. Funding Request:** X	**B. Modification Number:**	**C. Modification Effective Date:**

		Funding Sources				
8. For DPSP Use Only	**9. Activity**	**Federal**	**State**	**Program Income**	**Other (Local-Private)**	**Total**
	Project Safe Neighborhoods/ Southern District	$ 16,550.00				$ 16,550.00
TOTAL		$ 16,550.00				$ 16,550.00

DIVISION OF PUBLIC SAFETY PLANNING
COST SUMMARY SUPPORT SHEET

1. Applicant Agency: City of Gulfport Police Department				Page 1 of 1
2. Sub-grant Number	**3. Grant Identifier Number**	**4. Beginning Date**	**5. Ending Date**	
21PS2141	**15PBJA-21-GG-03037-GUNP**	**October 17, 2023**	**September 30, 2024**	
6. Activity: FY2021 PSN / Southern District				

7. DPSP Use Only	8. Category / 9. Line Item	10. Description of item and/or Basis for Valuation		11. Budget Federal	All Other	Total
	Equipment	15 Modular Speaker Mic L3Harris @ $260 ea.	$ 3,900.00	**$ 16,550.00**		**$ 16,550.00**
		15 Gas Mask Adapter's @ $190 ea.	$ 2,850.00			
		15 OTTO NoizeBarrier TAC OD Green/Single Comms @ $570 ea.	$ 8,550.00			
		15 OTTO NoizeBarrier to OPS-CORE Mount OD Green @ $80.00 ea.	$1,200.00			
		Shipping and Handling (not to exceed) @ $50.00				
		Total		**$ 16,550.00**		**$ 16,550.00**

PSN AWARD PACKET
RETURN CHECKLIST

Please check the list below against the items you are returning to ensure that all pertinent information is enclosed. **Do not return Attachment E. It is intended as an example of what complaint policies and forms should look like.**

- ☐ One Signature Sheet signed in blue ink.
- ☐ Budget Summary Sheet (initialed)
- ☐ Cost Summary Sheet (initialed)
- ☐ OJP PSN Statement of Special Conditions
- ☐ OJP Sub-grant Standard Assurances (Attachment A)
- ☐ Certification of Equal Employment Opportunity (Attachment B)
- ☐ Federal Civil Rights Compliance Checklist (Attachment C-1)
- ☐ Civil Rights Training Certification Form (Attachment C-2)
- ☐ Certification Regarding Debarment (Attachment F)
- ☐ Certification Regarding Lobbying (Attachment G)
- ☐ Document Return Checklist

All of the above award documents (**signed in blue ink**) are enclosed and returned by:

_____ _____

Sub-grant Contact Person Date

Mississippi Department of Public Safety Planning
Office of Justice Programs (OJP)
PSN Standard Award Policy and Special Conditions

Pursuant to subgrantee management policies, the following special conditions are mandatory and are hereby made a part of this subgrant award:

Acceptance Procedures - The Subcontract Signature Sheet constitutes the operative document obligating and reserving Federal funds for use by the subgrantee in execution of the program or project covered by the award. `Such obligation may be terminated without further cause if the subgrantee fails to affirm its timely utilization of the grant by signing and returning the signed acceptance to the Division of Public Safety Planning (DPSP) **WITHIN 21 DAYS** from the date of award. No federal funds shall be disbursed to the recipient until the signed acceptance has been received.

The recipient agrees to sign and submit the following forms along with the Subcontract Signature Sheet:

- Budget and Cost Summary Sheets – (each sheet initialed)
- OJP JAG Statement of Special Conditions
- Subgrant Standard Assurances (attachment A)
- Nondiscrimination and Equal Employment Opportunity (attachment B)
- Civil Rights Certification Form Check List (attachment C)
- Certificate of Exemption for Hiring Practices (attachment D)
- Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions (attachment F)
- Certification Regarding Lobbying (attachment G)
- Match Verification Requirement Form (attachment H)

The recipient also, agrees to comply with the financial and administrative requirements set forth in the current edition of the Office of Justice Programs (OJP) Financial Guide. www.ojp.gov

Special Cancellation Condition for Subgrantees:

(1) **Commencement with 60 Days**. If a project is not operational within 60 days of the original starting date of the grant period, the subgrantee must report by letter to the DPSP the steps taken to initiate the project, the reasons for the delay, and the expected starting date.

(2) **Operational within 90 Days**. If a project is not operational within 90 days of the original starting date of the grant period, the subgrantee must submit a

second statement to the DPSP explaining the implementation delay. Upon receipt of the 90-day letter, the DPSP may cancel the project and request redistribution of the funds to other project areas. The DPSP may also, where extenuating circumstances warrant, extend the implementation date of the project past the 90-day period. When this occurs, the appropriate subgrant files and records must so note the extension.

Modifications to the Original Subcontract - Budget modifications request must be submitted in writing with a detailed justification and budget revision. Sub grantees are limited to three (3) per modifications per cycle. All changes or revisions to the original approved contract must be approved by an authorized DPSP Program Director, prior to the action(s) being taken. The effective date of the modification is determined by the date the request is submitted to DPSP and approved by the specified program director. The final modification must be submitted 90 days prior to the award end date. Retro-active modifications or revisions will not be granted.

Non-expendable Property Purchased with Grant Funds. Subgrantee agrees to submit a fully executed copy of an Equipment Control Sheet (attached) listing all non-expendable property purchased with grant funds. The Equipment Control Sheet should be submitted to the DPSP no later than ten (10) working days after the last item of non-expendable property is received.

Subgrantee agrees to notify the DPSP of all lost, stolen, or damaged property and shall submit within five (5) working days a detailed narrative of the incident, a copy of the police report, and any measures taken to resolve the problem. Subgrantee agrees not to loan, transfer, or liquidate property under any circumstances, unless prior approval is given by an appropriate designated OJP official. (refer to OJP Financial Guide)

Project Reporting Requirements: The recipient agrees to submit **Monthly** Project Narrative and **Monthly** reimbursement reporting worksheets with supporting documents to the DPSP, Office of Justice Programs, no later than ten (10) working days after the end of each month. The recipient agrees to provide information on the activities supported and an assessment of the effects that the grant funds have had on the project. Failure to submit in a timely manner could result in the de-obligation of the subgrantee award and/or discontinuing future funding under this program.

3Prior Approval for Travel Request

Subgrantee agrees to request in writing prior approval to attend any related training or conferences within 45 days of the event. Such training should be program related. Travel request should identify those who will be in attendance, a detailed budget of the estimated cost and contain a justification for the training. When seeking reimbursement all receipts must be submitted to reflect the cost of the assigned trip such as: hotel receipts minus any incidentals outside of the room cost, meal receipts, parking receipts, transposition receipts, gas receipts, (1) baggage receipt per traveler and any other approved travel cost's associated.

Use of Federal Funds - The recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without written approval of DPSP.

PSN – Subrecipient DHS question requirement

The sub-recipient agrees to obtain a properly executed certification of compliance with 8 U.S.C. 1373 along with responses to the questions identified in the program solicitation as "Information regarding Communication with the Department of Homeland Security (DHS) and/or Immigration and customs enforcement (ICE), and that certification and question responses have been submitted to BJA and BJA approves the subaward or that certification and question responses have been submitted to BJA and 30 days have passed since the submission without a denial from BJA.

Separate Tracking and Reporting of grant funds and outcomes - The recipient agrees to track, account for, and report on all funds from this award (including specific outcomes and benefits attributable to the project) and from all other funds, including DPSP award funds from non-federal awards awarded for the same or similar purposes or programs.

Accordingly, the accounting systems of the recipient and all subrecipients must ensure that funds awarded are not commingled with funds from any other source. The recipient further agrees that all personnel whose activities are to be charged to the award will maintain monthly timesheets and will document hours worked activities related to this award and non-related activities on the activity sheet.

Audit Requirements - The recipient agrees to comply with the organizational audit requirements as established by the Office of Management and Budget (OMB). One of the following will have specific information regarding your agency's audit requirements:

a. OMB Circular A-128. Audits of State and Local Governments.

b. OMB Circular A-133. Audits of Institutions of Higher Education and Other Non-profit Institutions.

All audit reports (initial and subsequent) shall be submitted no later than nine (9) months after the close of the Subgrantee's fiscal year.

Subgrantee Fiscal Year: (Check One)
____ State (July - June)
____ Federal (October - September)
____ Calendar (January - December)

The Office of Management and Budget (OMB) Circular A-133 requires a Single Audit for state and local governments as well as for non-profit organizations when federal expenditures are at least $500,000. Please check below if you are required to have a Single Audit.

Single Audit Required: ____Yes ____ No

Sub Awarding Federal Funds - The recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of any contract or subaward to either the Association of Community Organization for Reform Now (ACORN) or its subsidiaries.

Grantee Monitoring - The recipient understands that the OJP Programs will monitor a random selection of subaward projects under each specified program in accordance with all applicable statutes, regulations, OMB circulars, and program guidelines, including the OJP Financial Guide, and the applicable special conditions of this award. The OJP Programs will review the oversight of the grantees financial and programmatic activities, files and will monitor the specific outcomes and benefits attributable to the use of grant funds by subrecipients. In addition, the recipient agrees to submit, upon request, all documentation of its policies and procedures.

Subawards – DUNS and CCR for Reporting - The recipient agrees to submit with the award document, documentations of a valid DUNS profile and an active registration with the Central Contractor Registration (CCR) database. A printed copy of the DUNS and CCR is required for grant funding. If the CCR expires within the awarding cycle, the grantee agrees to submit an updated CCR no later than 15 days after the expiration date to the designated awarding program under the Office of Justice Programs.

Misuse of award funds - The recipient understands and agrees that misuse of award funds may result in a range of penalties, including suspension of current and future funds, suspension or debarment from federal grants, recoupment of monies provided under an award, and civil and/or criminal penalties.

Texting While Driving - Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving." 74 Fed. Reg. 51225 (October 1, 2009), the department encourages recipients to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this grant, and to establish workshop safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

Reporting Potential Fraud, Waste, and Abuse, and Similar Misconduct - The recipient must promptly refer to the DPSP and DOJ-OIG any credible evidence that a principal, employee, agent, contractor, subgrantee, subcontractor, or other person has either 1) submitted a false claim for grant funds under the False Claims Act; or 2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving grant funds. This condition also applies to any subrecipients. Potential fraud, waste, abuse, or misconduct should be reported to the DPSP by mail:

Mississippi Department of Public Safety Planning
Office of Justice Programs
1025 Northpark Drive
Ridgeland, Mississippi 39157
Contact 601-977-3700
or
e-mail: oig.hotline@usdoj.gov
Hotline: (in English/Spanish): (800) 869-4499 or Hotline fax: (202) 616-9881

Conflict with Other Standard Terms and Conditions - The recipient understands and agrees that all other terms and conditions contained in this award, or in applicable OJP grant policy statements or guidance, apply unless they conflict or are superseded by the terms and conditions included here in that specifically implement the grant requirements. Recipients are responsible for contacting their grant managers for any clarifications.

Americans With Disabilities Act – The recipient hereby assures and certifies compliance with Subtitle A, Title II of the Americans With Disabilities Act (ADA) 42 U.S.C.12131-12124, which removes the barriers that deny individuals with disabilities an

equal opportunity to share in and contribute to the vitality of American life. In other words, full participation in, and access to, all aspects for society.

Civil Rights: EEOP - The recipient acknowledges that failure to submit an acceptable Equal Employment Opportunity Plan (if recipient is required to submit one pursuant to 28 C.F.R.

Section 42.302), that is approved by the Office for Civil Rights, is a violation of its Certified Assurances and may result in suspension or termination of funding, until such time as the recipient is in compliance.

Discrimination Finding - The recipient assures that in the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, religion, national origin, sex, or disability against a recipient of victim assistance formula funds under this award, the grantee will forward a copy of the findings to the Division of Public Safety Planning: Office of Justice Programs and to the Office of Civil Rights of OJP.

Additional Requirements and Guidance - The recipient agrees to comply with any modifications or additional requirements that may be imposed during the award performance period or by law and future OJP (including government-wide) guidance and clarifications of OJP Programs requirements.

EQUAL TREATMENT REGULATION

Subgrantee certifies that it complies with the Equal Treatment Regulation in 28 C.F.R. parts 31, 33, 38, 90, 91, and 93, which ensures that no organization will be discriminated against in a Department of Justice funded social services program based on religion. The regulation, entitles "Participation in Justice Department Programs by Religious Organization; Providing for Equal Treatment of all Justice Department Program Participants."

EQUAL EMPLOYMENT OPPORTUNITY

Subgrantee hereby certifies that it has formulated an Equal Employment Opportunity Program plan in accordance with 28 C.F.R.42, 301, et seq., Subpart e. of the Code of Federal Regulations. The plan is on file for review or audit by officials of the Mississippi Division of Public Safety Planning or the Office of Justice Programs, U.S. Department of Justice as required by relevant laws and regulations.

Mississippi Department of Public Safety Planning
Office of Justice Programs (OJP)
PSN Standard Award Policy and Special Conditions

Please check one: _____ Required _____ Not Required

ENFORCING CIVIL RIGHTS LAWS

Subgrantee certifies that as a local government entity or non-profit organization recipient of Federal financial assistance, regardless of the particular funding source, the amount of the grant award, or the number of employees in the workforce, is subject to the prohibitions against unlawful discrimination.

NON-SUPPLANT CERTIFICATION

The _____ (Applicant/Agency) hereby assures that Federal funds will not be used to supplant State or local funds and that, Federal funds will be used to supplement existing funds for program activities and not to replace those funds which have been appropriated for the same purpose.

Compliance with these requirements will be monitored during the annually programmatic onsite monitoring visit or during a programmatic desk audit.

Mississippi Department of Public Safety Planning
Office of Justice Programs (OJP)
PSN Standard Award Policy and Special Conditions

By initialing and signing, your agency agrees to comply and adhere to all federal and state guidelines established governing the Mississippi Department of Public Safety, Office of Justice Grant Programs.

Agency's Name	**Subgrant Award Number**
Authorized Official (Please Print)	**Authorized Official Title**
Authorized Official (Signature)	**Date**

ATTACHMENT A

OFFICE OF JUSTICE PROGRAMS
SUBGRANT STANDARD ASSURANCES

The applicant/subgrantee assured and certified that:

1. It possesses legal authority to apply for and receive the grant; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body, authorizing the filing of the application, including all understanding and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

2. It will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352). Recipient will comply (and will require any subgrantees or contractors to comply) with any applicable federal nondiscrimination requirements, which may include the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. § 3789d); the Victims of Crime Act (42 U.S.C. § 10604(e)); the Violence Against Women Act (42 U.S.C. § 3796(gg)); the Juvenile Justice and Delinquency Prevention Act of 2002 (42 U.S.C. § 5672(b)); the Civil Rights Act of 1964 (42 U.S.C. § 2000d); the Rehabilitation Act of 1973 (29 U.S.C. § 794); the Americans with Disabilities Act of 1990 (42 U.S.C. §§ 12131-34); the Education Amendments of 1972 (20 U.S.C. §§ 1681, 1683, 1685-86); the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07); 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Ex. Order 13279 (equal protection of the laws for faith-based and community organizations); and 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations). Additional information about civil rights obligations of grantees can be found at http://www.ojp.usdoj.gov/ocr/.

   In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, national origin, religion, sex, or disability against a recipient of funds, the recipient will forward a copy of the finding to the U.S. Department of Justice, Office of Justice Programs, Office for Civil Rights (OCR), and the Mississippi Department of Public Safety, Division of Public Safety Planning, Office of Justice Programs (MDPS DPSP OJP).

   Recipient will complete MDPS's *Standard Assurance Conditions for Subgrantees* document regarding its Equal Employment Opportunity Plan (EEOP) obligations.

   The recipient will determine whether it is required to formulate an EEOP in accordance with 28 CFR 42.301 et. seq. If the applicant is not required to formulate an EEOP, it will submit a certification form to the U.S. Department of Justice, Office of Justice Programs, Office for Civil Rights (OCR), and the MDPS DPSP OJP indicating that it is not required to develop an EEOP. If the applicant is required to develop an EEOP, but is not required to submit the EEOP to the OCR, the applicant will submit a certification form to the OCR and the MDPS certifying that it has an EEOP on file which meets the applicable requirements. If the applicant is awarded a grant of $500,000 or more and has fifty or more employees, it will submit a copy of its EEOP to the OCR and the MDPS. Non-profit organizations, Indian Tribes, and medical and education institutions are exempt from the EEOP requirement, but are required to submit a certification form to the OCR to claim the exemption (a copy should also be submitted to the MDPS).

   Additional information regarding a grantee's EEOP requirements can be found at http://www.ojp.usdoj.gov/about/ocr/eeop_comply.htm.

   As clarified by Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the

basis of limited English proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, recipient must take reasonable steps to ensure that LEP persons have meaningful access to its programs. Meaningful access may entail providing language assistance services, including oral and written translation, where necessary. The recipient is encouraged to consider the need for language services for LEP persons served or encountered both in developing its budgets and in conducting its programs and activities. Additional assistance and information regarding your LEP obligations can be found at www.lep.gov.

The subrecipient shall not retaliate against individuals for taking action or participating in action to secure rights protected by these laws.

3. It will comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of federal and federally assisted programs.

4. It will comply with the provisions of the Hatch Act which limit the political activity of employees.

5. It will comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act, as they apply to hospital and educational institution employees of state and local government.

6. It will establish safeguards to prohibit employees from using their position 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 family, business or other ties.

7. It will give the grantor agency or its duly designated representative, the State Auditor's Office, the Comptroller General of the United State or any authorized representative and the Office of Management and Audits (OMSA), Department of Finance and administration (DFA), access to at all reasonable times, and the right to examine, monitor, audit, copy, remove, or otherwise, all records, books, papers, documents, or items of like or similar nature related to the grant.

8. It will establish and maintain both fiscal and program controls and funds accounting procedures acceptable to grantor agency, to assure the proper expenditure and disbursement of all funds, and for program management and execution, and that it will keep and maintain such books and records until audited by the OMSA, DFA of by an official representative of that office, by the federal grantor agency, the State Auditor, or either's duly authorized representative. Records must be maintained for a period of at least three years. Before destruction of any record, written approval must be obtained from the OMSA. These records include, but are not limited to:

   Financial report covering expenditures of the grant;
   Internal and external audit reports and project evaluation;
   Approved budget and subsequent modifications;
   Contracts, leases, employment agreements, and purchase invoices;
   Indirect cost allocation plans;
   All invoices, billings, request for cash, and reporting worksheets;
   General ledger, cash receipts journals, cash disbursements journals, and other subsidiary records;
   All personnel records of individuals paid with grant funds, including time sheets,
   wage authorization, tax withholdings forms, employment applications and other relevant data;
   Inventory records for all property purchased with grant funds showing acquisition data, cost of property, identification number, bid information, and the use of the property; and
   Bank statements and reconciliations.

9. It will insure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the project are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the federal agency and the state grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.

10. It will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234, 87 Stat. 975). Section 102(a) requires, on and after March 2, 1975, the purchase of flood insurance in communities where such insurances is available as a condition for the receipt of any federal financial assistance for construction or acquisition purposes for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards. The phrase "federal financial assistance" includes any form of loan, grant, guaranty, insurance payment rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect federal assistance.

11. It will assist the federal grantor agency in its compliance with Section 106 of the National Historic Preservation Act of 1966 as amended (16 U.S.C. 470), Executive Order 11593, and the Archaeological and Historic Preservation Act of 1966 (16 U.C.S. 469a-1 et seq.) by (a) consulting with the State Historic Preservation Officer on the conduct of investigations, as necessary, to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see CFR Part 800.8) by the activity, and notifying the federal grantor agency of the existence of any such properties, and by (b) complying with all requirements established by the federal grantor agency and the state grantor agency to avoid or mitigate adverse effects upon such properties.

12. It will insure that no member of the governing or policymaking body of applicant/grantee shall cast a vote or influence any matter which has a direct hearing on services to be provided by that member or any organization which such member directly or indirectly represents, or on any matter that would financially benefit such member or any organization such member represents.

13. It will comply with the provisions of the Single Audit Act of 1984 (P.L. 98-502) and if it does not meet minimum requirements as established in the Single Audit Act of 1984, it will consult with the OMSA, DFA, in regard to audit requirements.

We have read and understand all Subgrantee Standard Assurances as shown above and agree to fully comply with these conditions in the operation of the subgrant.

_____ _____

Name of Agency or Organization Subgrant Number

_____

Chief Administrative Officer

_____

Date

ATTACHMENT B

STANDARD ASSURANCE CONDITIONS FOR SUBGRANTEES

CERTIFICATION OF COMPLIANCE WITH REGULATIONS NONDISCRIMINATION; EQUAL EMPLOYMENT OPPORTUNITY

IN COOPERATION WITH THE FEDERAL OFFICE FOR CIVIL RIGHTS, OFFICE OF JUSTICE PROGRAMS, UNITED STATES DEPARTMENT OF JUSTICE

Instructions: Complete the blank lines below by entering identifying information which is found on the Subgrant Signature Sheet. Also, read this form completely, identify and enter, under Part I, the name of the organization's designated person responsible for reporting civil rights findings; and then in Part II, mark or check only one box which indicates the appropriate certification that applies to your organization. The organization's Authorized Official must sign this form on page 3. Please return the original form to the **Office of Justice Programs, Division of Public Safety Planning, 152 Watford Parkway Drive, Canton, MS 39046,** within 45 days of the grant award or implementation date. You must also forward a copy of the completed form to the organization's civil rights representative whom you have identified.

Subgrant Number: _____ Award Amount $_____

Subgrant Project Title:

_____

_____

Organizational Name (Subgrantee or Funded Entity):

_____

_____

Address:

_____

_____

_____

Telephone Number: _____

Subgrantee Duration:

Beginning Date: _____ Ending Date: _____

Project Director's Name, Address and Telephone Number:

_____

_____

_____

_____

AUTHORIZED OFFICIAL'S CERTIFICATION

As the Authorized Official for the above identified Subgrantee, I certify, by my signature below, that I have read and am fully cognizant of our duties and responsibilities under this Certification.

PART I. Requirements of Subgrant Recipients: All subgrant recipients (regardless of the type of entity or the amount awarded) are subject to prohibitions against discrimination in any program or activity, and must take reasonable steps to provide meaningful access for persons with limited English proficiency.

I certify that this agency will maintain data (and submit when required) to ensure that: our services are delivered in an equitable manner to all segments of the service population; our employment practices comply with Equal Opportunity Requirements, 28 CFR 42.207 and 42.301 et. seq.; our projects and activities provide meaningful access for people with limited English proficiency as required by Title VI of the Civil Rights Act, (See also, 2000 Executive Order #13166).

I also certify that the person in this agency or unit of government who is responsible for reporting civil rights findings of discrimination will submit these findings, if any, to the Office of Justice Programs, Division of Public Safety Planning (DPSP), Mississippi Department of Public Safety, within 45 days of the finding, and/or if the finding occurred prior to the grant award beginning date. A copy of this Certification will be provided to this person, as identified here:

The person responsible for reporting civil rights findings of discrimination is:
(Name, address and telephone number)

_____
_____
_____
_____

PART II. Equal Employment Opportunity Plan (EEOP) Certifications: Check the one box that applies to this subgrantee agency during the period of the grant duration noted above. (Check only the one appropriate certification (A, B, C1 or C2 below).

☐ **CERTIFICATION "A" [NO EEOP IS REQUIRED IF (1), (2) OR (3) APPLY]** This is the Certification that most non-profits and small agencies will use. Check (1), (2) and/or (3) as they apply to your entity: (Here, more than one may apply)

_____ (1) is an educational, medical or non-profit institution or an Indian Tribe; and/or
_____ (2) has less than 50 employees; and/or;
_____ (3) was awarded through this grant from the Office of Justice Programs, DPSP, less than $25,000 in federal U.S. Department of Justice funds.

Therefore, I hereby certify that this funded entity is not required to maintain an EEOP, pursuant to 28 CFR 42.301, et. seq.

☐ **CERTIFICATION "B" (EEOP MUST BE ON FILE)** This funded entity, as a for-profit entity or a state or local government having 50 or more employees, was awarded, through

this grant from the Office of Justice Programs, DPSP, more than $25,000, but less than $500,000 in federal U.S. Department of Justice funds.

Therefore, I hereby certify that the funded entity has formulated an Equal Employment Opportunity Plan in accordance with 28 CFR 42.301, et.seq., subpart E, that it has been signed into effect by the proper authority and disseminated to all employees, and that it is on file for review or audit by officials of the Office of Justice Programs, DPSP, or the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice, as required by relevant laws and regulations.

☐ **CERTIFICATION "C" (EEOP MUST BE SUBMITTED)** This funded entity, as a for-profit entity or a state or local government having 50 or more employees, was awarded, through this grant from the Office of Justice Programs, DPSP, more than $500,000 in federal U.S. Department of Justice funds.

Therefore, I hereby certify that the funded entity will submit, within 45 days of the award, an EEOP or an EEOP Short Form, that will include a section specifically analyzing the subgrantee (implementing) agency.

As the Authorized Official for the above Subgrantee, I certify, by my signature below, that I have read and am fully cognizant of our duties and responsibilities under this Certification.

_____ _____

Authorized Official's Signature (Subgrantee) Date

_____

Typed or Printed Name

_____

Person's Organizational Title

. . . . . .

This original signed form must be returned to the Office of Justice Programs, Division of Public Safety Planning, Department of Public Safety, within 45 days of the grant award beginning date. You must also forward a signed copy to the person you identified under "Part 1" on page 1. The Office of Justice Programs, DPSP will forward a copy to the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice.

ATTACHMENT C-1

Federal Civil Rights Compliance Checklist

1. If the subrecipient is required to prepare an Equal Employment Opportunity Plan (EEOP) in accordance with 28 C.F.R. §§42.301-.308, does the subrecipient have an EEOP on file for review?

   ☐ Yes
   ☐ No

   If yes, on what date did the subrecipient prepare the EEOP?

2. Has the subrecipient submitted an EEOP Short Form to the Office for Civil Rights (OCR), Office of Justice Programs (OJP), U.S. Department of Justice (DOJ), if required by 28 C.F.R. 42.301-.308? If the subrecipient is not required to submit an EEOP Short Form to the OCR, has it submitted a certification form to the OCR claiming a partial or complete exemption from the EEOP requirements?

   ☐ Yes – submitted an EEOP Short Form
   ☐ Yes – submitted a certification
   ☐ No

   If the subrecipient prepared an EEOP Short Form, on what date did the subrecipient prepare it?

3. How does the subrecipient notify program participants and beneficiaries that it does not discriminate on the basis of race, color, national origin, religion, sex, disability, and age in the delivery of services (e.g. posters, inclusion in brochures or other program materials, etc.)?

   Comments:

4. How does the subrecipient notify employees that it does not discriminate on the basis of race, color, national origin, religion, sex and disability in employment practices (e.g. posters, dissemination of relevant orders or policies, inclusion in recruitment materials, etc.)?

   Comments:

5. Does the agency have written policies or procedures in place for notifying program beneficiaries how to file complaints alleging discrimination by the subrecipient with the {State Administering Agency (DPSP)} or the OCR?

☐ Yes
☐ No

If yes, an explanation of these policies and procedures:

6. If the subrecipient has 50 or more employees and receives DOJ funding of $25,000 or more, has the subrecipient taken the following actions:

   a. Adopted grievance procedures that incorporate due process standards and provide for the prompt and equitable resolution of complaints alleging a violation of the DOJ regulations implementing Section 504 of the Rehabilitation Act of 1973, found at 28 C.F.R. Part 42, Subpart G, which prohibit discrimination on the basis of a disability in employment practices and the delivery of services?

      ☐ Yes
      ☐ No

   b. Designated a person to coordinate compliance with the prohibitions against disability discrimination contained in 28 C.F.R. Part 42, Subpart G?

      ☐ Yes
      ☐ No

   c. Notified participants, beneficiaries, employees, applicants, and others that the program does not discriminate on the basis of disability?

      ☐ Yes
      ☐ No

   Comments:

7. If the subrecipient operates an education program or activity, has the subrecipient taken the following actions:

   a. Adopted grievance procedures that provide for the prompt and equitable resolution of complaints alleging a violation of the DOJ regulations implementing Title IX of the Education Amendments of 1972, found at 28 C.F.R. Part 54, which prohibit discrimination on the basis of sex.

      ☐ Yes
      ☐ No

   b. Designated a person to coordinate compliance with the prohibitions against sex discrimination contained in 28 C.F.R. Part 54?

☐ Yes
☐ No

c. Notified participants for admission and employment, employees, students, parents, and others that the agency does not discriminate on the basis of sex in its educational programs or activities?

☐ Yes
☐ No

8. Has the subrecipient complied with the requirement to submit to the OCR any findings of discrimination against the agency issued by a federal or state court or federal or state administrative agency on the grounds of race, color, religion, national origin, or sex?

☐ Yes
☐ No

Comments:

9. What steps has the subrecipient taken to provide meaningful access to its programs and activities to persons who have limited English proficiency (LEP)?

Comments, including an indication of whether the subrecipient has developed a written policy on providing language access services to LEP person(s):

10. Does the subrecipient conduct any training for its employees on the requirements under federal civil rights laws?

☐ Yes
☐ No

Comments:

11. If the subrecipient conducts religious activities as part of its programs or services, does the subrecipient do the following:

a. Provide services to everyone regardless of religion or religious belief?

☐ Yes

☐ No

b. Ensure that it does not use federal funds to conduct inherently religious activities, such as prayer, religious instructions, or proselytization, and that such activities are kept separate in time or place from federally-funded activities?

☐ Yes
☐ No

c. Ensure that participation in religious activities is voluntary for beneficiaries of federally- funded programs?

☐ Yes
☐ No

12. Was a copy of the Mississippi Office of Justice Program Civil Rights Compliance PowerPoint Presentation provided to your agency?

☐ Yes

☐ No

Name of Agency or Organization (Please Print) _____ Subgrant Number _____

Authorized Official or Authorized Designee Signature _____ Date _____

Office of Justice Programs Monitor's Signature _____ Date _____

Attachment C-2

Office of Justice Programs
Division of Public Safety Planning

Civil Rights Training Certification Form

The, _____, hereby certifies that our agency has received Civil Rights Training required by the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice, and the Mississippi Division of Public Safety Planning in order to administer federal funds according to federal guidelines. Our agency further certifies that we have and/or will notify all employees, clients, customers, and program participants that discrimination is prohibited and the procedures for filing a complaint of discrimination.

(Date) (Names(s) of Individual(s)) _____

_____

Date of Training _____

Location of Training _____

State of Mississippi
County of _____
Signed [or attested] before me on _____, 20___ by _____

_____
Authorized Signatory official

Stamp

_____
Signature of Notarial Officer

_____
Title of office
My commission expires: _____

FOR OJP purposes only

This certification expires on: _____

THE OFFICE OF JUSTICE PROGRAMS

JUSTICE ASSISTANCE GRANT

CIVIL RIGHTS COMPLIANCE

1

THE OFFICE FOR CIVIL RIGHTS ENFORCES

- **Title VI of the Civil Rights Act of 1964** (*race, color, national origin*)
- **Section 504 of the Rehabilitation Act of 1973** (*disability*)
- **Title II of the Americans with Disabilities Act of 1990** (*disability*)
- **Age Discrimination Act of 1975** (*age*)
- **Title IX of the Education**

2

WHO IS SUBJECT TO THESE LAWS?

- Any "PROGRAM OR ACTIVITY" that receives financial assistance from the DOJ.
- Program or Activity means all of the operations of an organization receiving federal financial assistance, such as the entire department or office within a state or local government.

3

WHO IS SUBJECT TO THESE LAWS?

Examples:

- If a state Department of Public Safety receives federal funding and sub awards the funding to local community based organizations, all of the operations of the Department of Public Safety are covered, along with the operations of the local community based organizations.
- If a domestic violence shelter receives federal funds and uses the funds to operate particular programs, all of the activities of the shelter are covered, and not just the federally-funded programs.
- If a project of a county sheriff's department receives federal funds, the entire sheriff's department is covered, but not the other departments in the county.

4

Protected Classes

Race
Color
National Origin
Religion
Sex
Disability
Age

5

The statutes that OCR enforces prohibit discrimination in:

- Employment Practices

and/or

- Delivery of Services

6

DISABILITY

- Section 504 of the Rehabilitation Act of 1973 prohibits discrimination on the basis of disability by recipients of federal funding.
- Title II of the Americans with Disabilities Act of 1990 prohibits discrimination on the basis of disability and applies to public entities, whether or not they receive federal funding.

7

Under Section 504 and Title II of the ADA

Handicapped (disabled) person means any person who

- **has a physical or mental impairment which largely limits one or more major life activities**
- **has a record of such an impairment, or**
- **is regarded as having such an impairment**

8

RELIGION

Definitions

All aspects of religious practice as well as belief

42 USC 2000e(j)

Includes sincerely held moral or religious convictions

29 CFR 1605.1

9

NATIONAL ORIGIN DISCRIMINATION

Includes discrimination on the basis of *Limited English Proficiency* (*LEP*).

A *Limited English Proficient* (*LEP*) person has a first language other than English and a restricted ability to read, speak, write, or understand English.

10

TO AVOID DISCRIMINATION AGAINST LEP PERSONS, RECIPIENTS MUST

- ***reasonable steps*** to ensure ***valuable access*** to the programs, services, and information the recipients provide, ***free of charge.***
- Establish and implement ***policies and procedures*** for language assistance services that provide LEP persons with valuable access.

11

WHAT SHOULD A WRITTEN LEP POLICY HAVE?

FIVE ELEMENTS

1. A process for identifying LEP persons who need language assistance
2. Information about the available language assistance measures
3. Training for staff
4. Notice to LEP persons
5. Monitoring and updating the LEP policy

12

LEP RESOURCES

www.lep.gov – Contains tips and tools for different types of agencies on how to comply with requirements to provide services to LEP persons.

13

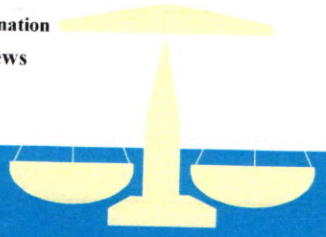
Regulation

- In the event a Federal or State court or Federal or State administrative agency makes a FINDING OF DISCRIMINATION after a due process hearing on the ground of race, color, religion, national origin, or sex against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, Office of Justice Programs.
- The recipient will provide an EQUAL EMPLOYMENT OPPORTUNITY PLAN if required to maintain one, where the application is for $25,000 or more.

14

OJP'S CIVIL RIGHTS ENFORCEMENT

- EEOPs (Equal Employment Opportunity Plans)
- Complaints
- Findings of Discrimination
- Compliance Reviews



15

SUB RECIPIENT COMPLAINT PROCEDURES

- **Sub recipients should have procedures in place for responding to discrimination complaints from clients, program participants, and employees. These procedures should include:**

  1. Investigating the complaint internally, or forwarding the complaint to the Mississippi Department of Public Safety, the Office for Civil Rights, or another agency such as the EEOC;

16

SUB RECIPIENT COMPLAINT PROCEDURES

2. Notifying DPS of any discrimination complaint that is not referred to DPS; and
3. Notifying the petitioner that he/she may file a complaint directly with the DPS or OCR.

- **Sub recipients should provide public notice of these complaint procedures, such as by posting signage in places of public contact and referencing the procedures in program materials.**

17

WHAT IS AN EEOP?

- **Comprehensive document which analyzes:**
- **an agency's workforce in comparison to its relevant labor market data**
- **all agency employment practices to determine their impact on the basis of race, sex, or national origin**
- **A tool used to identify possible problem areas where discrimination may be occurring**

18

DOES AN AGENCY HAVE TO PREPARE AN EEOP?

Depends on . . .

- Funding (Safe Streets Act, VOCA, or JJDPA)
- Status of Organization (*e.g.*, nonprofit)
- Amount of single award
- Number of employees

19

OMNIBUS CRIME CONTROL AND SAFE STREETS ACT OF 1968 NONDISCRIMINATION PROVISION

No person in any State shall on the ground of race, color, religion, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under or denied employment in connection with any programs or activity funded in whole or in part with funds made available under this chapter.

34 U.S.C. § 10228(c)

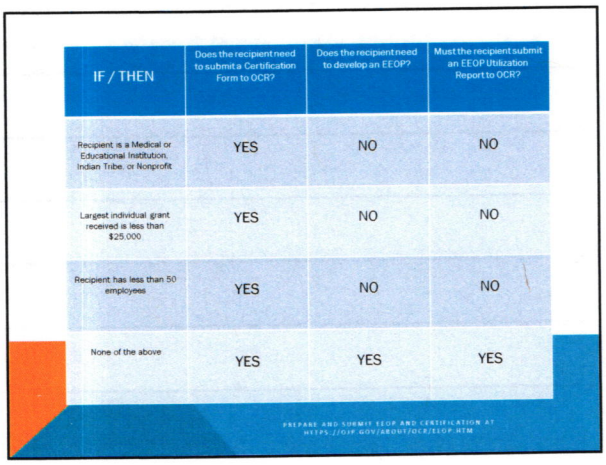
20

VICTIMS OF CRIME ACT OF 1984 NONDISCRIMINATION PROVISION

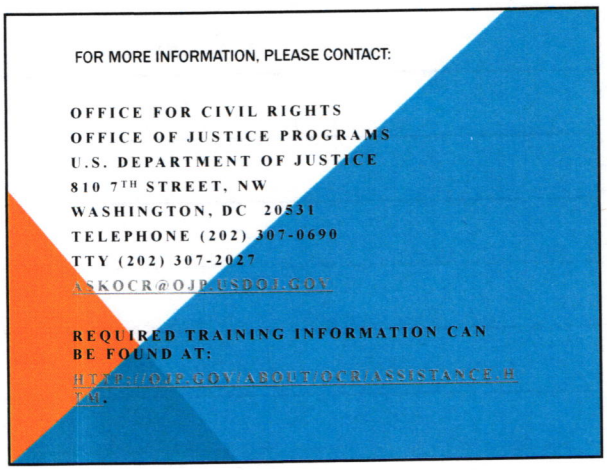
No person shall on the ground of race, color, religion, national origin, handicap, or sex be excluded from participation in, denied the benefits of, subjected to discrimination under, or denied employment in connection with, any undertaking funded in whole or in part with sums made available under this subchapter.

34 U.S.C. § 20110(e)

21


IF / THEN
Does the recipient need to submit a Certification Form to OCR?
Does the recipient need to develop an EEOP?
Must the recipient submit an EEOP Utilization Report to OCR?
Recipient is a Medical or Educational Institution, Indian Tribe, or Nonprofit
YES
NO
NO
Largest individual grant received is less than $25,000
YES
NO
NO
Recipient has less than 50 employees
YES
NO
NO
None of the above
YES
YES
YES
PREPARE AND SUBMIT EEOP AND CERTIFICATION AT HTTPS://OJP.GOV/ABOUT/OCR/EEOP.HTM

22


FOR MORE INFORMATION, PLEASE CONTACT:
OFFICE FOR CIVIL RIGHTS
OFFICE OF JUSTICE PROGRAMS
U.S. DEPARTMENT OF JUSTICE
810 7TH STREET, NW
WASHINGTON, DC 20531
TELEPHONE (202) 307-0690
TTY (202) 307-2027
ASKOCR@OJP.USDOJ.GOV
REQUIRED TRAINING INFORMATION CAN BE FOUND AT:
HTTP://OJP.GOV/ABOUT/OCR/ASSISTANCE.HTM.

23

ATTACHMENT E

OFFICE OF JUSTICE PROGRAMS
DISCRIMINATION COMPLAINT POLICIES AND PROCEDURES

Please do not return

I. PURPOSE

These policy and procedures establish requirements for all clients, customers, program participants, or consumers of the Division of Public Safety Planning (DPSP) and the DPSP's subrecipients to administer programs designed to recruit, select, and promote employees on the basis of their relative ability, knowledge, and skills. The selection process and criteria shall assure the fair and equitable treatment of all applicants and employees without regards to political affiliation, race, color, national origin, marital status, sex, religion, creed, age, or handicap. The DPSP will ensure the subrecipients comply with all applicable federal laws regarding employment discrimination.

II. POLICY

It is the policy of the DPSP to provide equal employment opportunity for all individuals regardless of race, color, national origin, marital status, sex, religion, creed, age, physical handicap, disability, or political affiliation. In order to assure non-discriminatory grant administration, DPSP promotes non-discriminatory practices and procedures in all phases of federal-state grant administration. Furthermore, DPSP's equal employment policy prohibits any form of unlawful discrimination based on the foregoing and other considerations made unlawful by federal or state laws.

All individuals have the right to participate in programs and activities operated by the DPSP and DPSP subrecipients regardless of race, color, national origin, sex, religion, disability, and age. The DPSP will ensure that the DPSP and its subrecipients are in compliance with the following statutes and regulations:

- Title VI of the Civil Rights Act of 1964, which prohibits discrimination on the basis of race, color or national origin in the delivery of services (42 U.S.C. & 2000d), and the DOJ implementing regulations at 28 C.F.R. Part 42, Subpart C;
- The Omnibus Crime Control and Safe Streets of Act of 1968, which prohibits discrimination on the basis of race, color, national origin, religion, or sex in the delivery of services and employment practices (42 U.S.C. &3789d(c)(1), and the DOJ implementing regulations at 28 C.F.R. Part 42, Subpart D;
- Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination on the basis of disability in the delivery of services and employment practices (29 U.S.C. & 794), and the DOJ implementing regulations at 28 C.F.R. Part 42, Subpart G;
- Title II of the Americans with Disabilities Act of 1990, which prohibits discrimination on the basis of disability in the delivery of services and employment practices (42 U.S.C. & 12132), and the DOJ implementing regulations at 28 C.F.R. Part 35;

- Title IX of the Education Amendments of 1972, which prohibit discrimination on the basis of sex in educational programs (20 U.S.C. & 1681), and the DOJ implementing regulations at 28 C.F.R. Part 54; and
- The Age Discrimination Act of 1975, which prohibits discrimination on the basis of age in the delivery of services (42 U.S.C. & 6102), and the DOJ implementing regulations at 28 C.F.R. Part 42, Subpart I.
- The DOJ regulations on the Equal Treatment for Faith-Based Organizations, which prohibit organizations from using DOJ funding on inherently religious activities (28 C.F.R. Part 38).

**These laws prohibit any agency from retaliating against an individual for taking action or participating in action to secure rights protected by these laws.

The Americans with Disabilities Act of 1990 (ADA) requires state agencies to make reasonable accommodations for the known physical and mental limitations of otherwise qualified individuals with disabilities who are employees, clients, customers, program participants or consumers provided such accommodations do not cause undue hardships to state agency operations. It is the policy of DPSP that the above stated individuals are provided equal employment and grant opportunities and have access to the same privileges and benefits as individuals without disabilities.

III. DEFINITIONS

Discrimination

To make a difference in treatment or favor on a basis other than individual merit.

Retaliation

It is against the law for someone to penalize or discriminate against an individual because:

A discrimination complaint has been filed;
The complainant cooperates with the discrimination complaint;
The complainant cooperates with the enforcement of a discrimination complaint;
The complainant complies with anti-discrimination laws.

Harassment

Harassment is conduct that is directed at an individual because of race, religion, gender, sexual orientation, disability, national origin, etc.

Harassment can include:

Threats;
Slurs or epithets;
Threatening acts;
Posting offensive materials on walls, bulletin boards, e-mails, etc.

To be considered harassment, conduct must:

Be serious and frequent enough to create a hostile environment;
Interfere with the ability to work, live, or enjoy a public place.

Complaint Coordinator

The DPSP staff member designated to maintain records of all complaints received including complaints forms, supporting documentation, acknowledgement of complaint receipt letters and resolution letters. All complaint records will be filed in a secured cabinet and access will be restricted to the Complaint Coordinator (Steve Coleman, DPSP Attorney) and Office of Justice Program's Office Director.

IV. COMPLAINT PROCEDURES

If you believe you have been discriminated against because of your race, color, or national origin, including limited English proficiency (LEP), by programs or activities receiving federal financial assistance, please contact the DPSP Complaint Coordinator or designee administering federal-state programs.

If you believe that you have been be excluded from participation in, denied the benefits of, or subjected to discrimination on the basis of your gender by any Office of Justice Program or activity receiving federal financial assistance, contact the DPSP Complaint Coordinator or designee administering federal-state programs.

The following complaint policies and procedures will be adhered to:

A. Any applicant for an employment position or employee who has reason to believe that they have been unlawfully discriminated against by the subrecipients of federal funds may file a complaint in accordance with the DPSP complaint procedures.

B. The Complaint Procedure begins with the individual who is filing the complaint, by completing the Title VI Form and/or preparing and submitting a written statement. The statement should contain the name, address, and telephone number of the individual or authorized representative filing the complaint; a thorough and specific description of the situation, incident, or condition; identity of witnesses, if any; the resolution the individual is seeking; and the signature of the individual filing the complaint properly dated by the complainant.

C. The complaint will be submitted to the Complaint Coordinator of the DPSP within seven (7) business days after the alleged violation occurred.

D. The Complaint Coordinator will have three (3) business days to provide the complainant written acknowledgement of the complaint.

E. The Complaint Coordinator will promptly conduct a review of the issues involved in the complaint to ascertain whether or not an information resolution of the complaint can be achieved. If an information resolution is possible and mutually agreeable by the parties involved, the coordinator will facilitate arrangement of the resolution and make a record of this agreement. If no informal resolution is possible, the coordinator will conduct an investigation of the complaint and provide a written response to the complaint outlining possible accommodations, if any, for resolution of the complaint. This response shall be approved by the agency head or appointing authority and must be completed no later than fifteen (15) business days of the DPSP's receipt of the complaint, when possible.

F. If a complaint is not presented within the timeframe as set forth, the complaint will be considered waived absent and extended by written mutual consent. If the Complaint Coordinator does not answer or acknowledge receipt of the complaint within the specified timeframe, the complainant may elect to treat the complaint as denied at that point and immediately appeal the complaint to Equal Employment Opportunity Commission (EEOC) or the appropriate state or local fair employment practices agency or human rights commission unless an extension of time is granted to the coordinator to respond by written mutual agreement.

G. The DPS shall notify employees and subrecipients of their rights regarding discrimination and make available copies of complaint procedures, policies, and forms. Complaints of discrimination can be filed directly with the DPS or with the Office of Civil Rights (OCR).

To file a complaint alleging discrimination in programs or activities administered by the DPS, please print and fill out the appropriate complaint form:

Title VI Complaint Form

Please review and complete the Title VI Complaint form. This form provides DPSP with information to be reviewed. **It is not a formal complaint**. Once we receive your completed questionnaire, we will review it and then contact you for more information.

To avoid delays in processing, please submit only one complaint form to SOCR (either by mail, , or in person) regarding the said matter.

First Name: Last Name:

Middle Initial:

Street Address:

City: State:

Zip Code:

County:

Home Phone: ( )

Work Phone: ( )

Cell Phone: ( )

Which telephone number is preferred to contact you? Home Work Cell

Email Address:

How did you hear about SOCR?

Do you require language interpretation? No Yes

If yes, what kind:

Do you require sign language interpretation? No Yes

If yes, what kind:

Who can we contact if we are unable to reach you?

Name:

Daytime Phone: ( )

Relationship:

Name of person(s) whom you believe discriminated against you:

When did this occur (please select a date)?

Where did this occur?

Please provide detailed account of alleged discrimination? (1,000 characters max)

Have you tried to resolve the issue through a grievance process, due process hearing, or some other method? No Yes

If yes, what method:

What is the status of that process:

Have you filed the same complaint with anyone else? No Yes

If yes, please provide date:

_____ _____

Signature of Complainant Date

V. TRAINING

The DPSP will provide periodic training for subrecipients on the complaint policies and procedures, including an employee's responsibility to refer discrimination complaints from employees or applicants of the DPSP subrecipients to the Complaint Coordinator.

The DPSP provide PowerPoint presentations of OCR training materials to subrecipients at Annual Implementation Conferences, as well as provide these materials along with technical assistance to subrecipients during project monitoring visits.

The DPSP can be contacted by submitting correspondence to:

The Division of Public Safety Planning
Office of Justice Programs (OJP)
ATTN: OJP Office Director
1025 Northpark Drive
Ridgeland, MS 39157

ATTACHMENT F

U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS
OFFICE OF THE COMPTROLLER

Certification Regarding
Debarment, Suspension, Ineligibility and Voluntary Exclusion
Lower Tier Covered Transactions
(Sub-Recipient)

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 28 CFR Part 67, Section 67.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211).

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Name and Title of Authorized Representative

Signature

Date

Name of Organization

Address of Organization

Revised May 2012

Instructions for Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms "covered transaction", "debarred", "suspended", "ineligible", "lower tier covered transaction", "participant", "person", "primary covered transaction", "principal", "proposal", and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion–Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may check the Nonprocurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant are not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntary excluded from participation on this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

ATTACHMENT G

CERTIFICATION REGARDING LOBBYING

Each person shall file the most current edition of this certification and disclosure form, if applicable, with each submission that initiates agency consideration of such person for an award of a federal contract, grant, or cooperative agreement of $100,000 or more; or Federal loan of $150,000 or more.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 or not more than $100,000 for each such failure.

The undersigned certifies, to the best of his or her knowledge and belief, that;

(1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer of employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or any employee of a member of Congress, in connection with the awarding of any Federal contract, the making of any Federal grant, the making 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.

(2) If any non-Federal 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 an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall initial here_____ and complete and submit "Disclosure of Lobbing Activities", in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers and that all sub-recipients shall certify and disclose accordingly.

_____
Name and Address of Organization

_____
Name of Authorized Individual
Signature and Date

_____
Subgrant Number

Revised May 2012

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 ACCEPTING DONATION OF GOODS FROM WALMART IN SUPPORT OF THE CITY'S 2023 HALLOWEEN PUMPKIN DECORATING CONTEST, AND FOR RELATED PURPOSES

WHEREAS, the City of Gulfport annually sponsors a pumpkin decorating contest that pits the City's various departments against each other to see who can best represent their department and the chosen theme of the year; and

WHEREAS, Walmart has offered assistance to the City in support of the annual Halloween pumpkin decorating contest in the form of the donation of not less than ten (10) or more than twenty (20) pumpkins; and

WHEREAS, the City desires to accept the assistance of Walmart in support of the 2023 Halloween pumpkin decorating contest and desires to dedicate the said goods donated to the 2023 Halloween pumpkin decorating contest.

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 Administration of the City of Gulfport be, and it is hereby, authorized to accept the donation of ten (10) to (20) pumpkins from Walmart, which good shall be used by the City in support of the 2023 Halloween pumpkin decorating contest.

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.

Section 4. That the City does hereby express its appreciation to the donor identified herein for their support of the City and its programming.

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 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 APPROPRIATION AND PAYMENT OF FUNDS TO SOUTHERN MISSISSIPPI PLANNING & DEVELOPMENT DISTRICT, IN ACCORD WITH MISS. CODE ANN. SECTION 17-19-1, AND FOR RELATED PURPOSES

WHEREAS, Miss. Code Ann. Section 17-19-1 authorizes municipalities to "appropriate and pay such sums as they deem necessary and desirable, out of any available funds of the county or municipality which are not required for any other purpose, to the planning and development district in which the … municipality is located"; and

WHEREAS, the City of Gulfport is located in the geographic area served by the Southern Mississippi Planning & Development District; and

WHEREAS, the City of Gulfport desires to appropriate and pay $21,000.00 to the Southern Mississippi Planning & Development District for use by the District in support of the City's annual Harbor Lights Winter Festival, an event that draws approximately 100,000 to Gulfport and South Mississippi each winter between Thanksgiving and the new year; and

WHEREAS, the Governing Authority of the City of Gulfport is of the opinion that the City of Gulfport benefits from such appropriation and payment and that such is in the best interest 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, pursuant to Miss. Code Ann. Section 17-19-1, to appropriate and pay $21,000.00 to the Southern Mississippi Planning & Development District for use by the District in support of the Harbor Lights Winter Festival, an event sponsored annually by the City of Gulfport as described herein, payable by special check.

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 ~~follo~~wing Resolution:

A RESOLUTION BY THE GULFPORT CITY COUNCIL AUTHORIZING CONTRIBUTION TO THE MISSISSIPPI COAST TRANSIT AUTHORITY, AND FOR RELATED PURPOSES

WHEREAS, on January 4, 2022, the Governing Authority for the City adopted a Resolution that memorialized the Mississippi Legislature to enact local and private legislation that would authorize the City to provide financial assistance to the MCTA; and

WHEREAS, the Mississippi Legislature has since adopted the noted legislation on April 4, 2022, and the same has now been enacted into law; and

WHEREAS, the noted local and private legislation authorizes the City of Gulfport to donate municipal "funds or monies to [the Mississippi Coast Transit Authority], accompanied with, or by way of express designation for, acceptance and use of funds or other requirements, conditions or restrictions associated with the acceptance and use of such funds"; and

WHEREAS, the Governing Authority hereby finds that it is in the best interests of the City that the City should allocate and deliver to the MTCA the sum of $418,000.00 (payable in quarterly installments of $104,500.00 each) and that such amount should be paid and delivered to the MTCA by way of a check or electronic transfer.

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 sum of $418,000.00 should be, and hereby is, authorized to be

paid and delivered to the Mississippi Coast Transit Authority by way of a check or electronic transfer in quarterly installments of $104,500.00, and the City's Director of Finance and Accounting and Mayor are both hereby authorized to effectuate transfer and delivery of such funds and to execute any and all documents on behalf of the City necessary to carry out the same. .

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 TO AUTHORIZE A DONATION OF FUNDS TO THE BOYS AND GIRLS CLUB OF THE GULF COAST PURSUANT TO MISS. CODE ANN. § 21-19-67(A), AND FOR RELATED PURPOSES

WHEREAS, pursuant to Miss. Code Ann. § 21-19-67(a) (2015), a municipality may donate funds to "[a]ny chartered chapter of the Boys and Girls Clubs of America located within the municipality, provided that the cumulative sum of donations to all chapters within the municipality does not exceed the amount generated in the municipality by one-fourth (1/4) mill on all of the taxable property within the municipality, during the fiscal year in which the donations are made"; and

WHEREAS, the City of Gulfport desires to donate funds, in the amount of $1,500.00 to the Boys and Girls Club of the Gulf Coast, which is a chartered chapter of the Boys and Girls Club of America and which operates within the City of Gulfport; and

WHEREAS, the Governing Authority of the City of Gulfport is of the opinion that the City of Gulfport benefits from such donation and that making the aforementioned donation, which shall be paid out of available funds in the general fund of the City, is in the best interest 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 donate municipal funds in the amount of One Thousand Five Hundred Dollars ($1,500.00) to the Boys and Girls Club of the Gulf Coast.

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 TO AUTHORIZE A DONATION OF FUNDS TO THE CASA OF HARRISON COUNTY, INC., PURSUANT TO MISS. CODE ANN. §§ 21-19-65 AND 21-17-1(8) (REV. 2015), AND FOR RELATED PURPOSES

WHEREAS, pursuant to Miss. Code Ann. § 21-19-65 (Rev. 2015), a municipality may "expend monies from the municipal general fund to match any other funds for the purpose of supporting social and community service programs including, but not limited to, juvenile residential treatment centers; juvenile and half-way houses; prenatal care facilities; child day care facilities; mentally ill and alcoholics half-way houses; child and adult emergency shelters; elderly home health aides programs"; and

WHEREAS, pursuant to Miss. Code Ann. § 21-17-1(8) (Rev. 2015), a municipality may "expend municipal funds to match any state, federal or private funding or any program administered by … any nonprofit organization that is exempt under 26 USCS Section 501(c)(3) from paying federal income tax; and

WHEREAS, the City of Gulfport desires to donate matching funds, in the amount of $8,000.00 to the CASA of Harrison County, Inc., a social and community service program (as contemplated by Miss. Code Ann. § 21-19-65) and a tax exempt nonprofit organization (as contemplated by Miss. Code Ann. § 21-17-1(8) to match funding received by the CASA of Harrison County, Inc., from various entities noted in the attached IRS Form 990-; and

WHEREAS, the Governing Authority of the City of Gulfport is of the opinion that the City of Gulfport benefits from such donation and that making the aforementioned donation, which shall be paid out of available funds in the general fund of the City, is in the best interest 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 donate municipal matching funds, via special check which is hereby authorized, in the amount of $8,000.00 to the CASA of Harrison County, Inc.

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 TO AUTHORIZE A DONATION OF FUNDS TO THE GULF COAST CENTER FOR NONVIOLENCE PURSUANT TO MISS. CODE ANN. §§ 21-19-65 AND 21-17-1(8) (REV. 2015), AND FOR RELATED PURPOSES

WHEREAS, pursuant to Miss. Code Ann. § 21-19-65 (Rev. 2015), a municipality may "expend monies from the municipal general fund to match any other funds for the purpose of supporting social and community service programs including, but not limited to, juvenile residential treatment centers; juvenile and half-way houses; prenatal care facilities; child day care facilities; mentally ill and alcoholics half-way houses; child and adult emergency shelters; elderly home health aides programs"; and

WHEREAS, pursuant to Miss. Code Ann. § 21-17-1(8) (Rev. 2015), a municipality may "expend municipal funds to match any state, federal or private funding or any program administered by … any nonprofit organization that is exempt under 26 USCS Section 501(c)(3) from paying federal income tax; and

WHEREAS, the City of Gulfport desires to donate matching funds, in the amount of $17,500.00 to the Gulf Coast Center for Nonviolence, Inc., a social and community service program (as contemplated by Miss. Code Ann. § 21-19-65) and a tax exempt nonprofit organization (as contemplated by Miss. Code Ann. § 21-17-1(8) to match funding received by the Gulf Coast Center for Nonviolence, Inc.; and

WHEREAS, the Governing Authority of the City of Gulfport is of the opinion that the City of Gulfport benefits from such donation and that making the aforementioned donation, which shall be paid out of available funds in the general fund of the City, is in the best interest 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 donate municipal matching funds, via special check which is hereby authorized, in the amount of $17,500.00 to the Gulf Coast Center for Nonviolence, Inc.

The above and foregoing Resolution, after having been first reduced to writing and read by the Clerk, was introduced by Councilmember _____, seconded by Councilmember _____, and was adopted by the following roll call vote:

YEAS: **NAYS:** **ABSENT:**

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

(SEAL)

ATTEST: **ADOPTED:**

_____ _____

Brittany Rodgers, Clerk of Council **F.B. "Rusty" Walker, IV, President**

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

APPROVED:

_____

Billy Hewes, Mayor

Gulf Coast Center for Nonviolence, Inc.
P.O. Box 333
Biloxi, MS 39533
Office 228-436-3809 Fax 228-435-0513 Crisis Line 800-800-1396

October 11, 2023

Brittany Rodgers, Clerk of Council
City of Gulfport
2309 15th Street
Gulfport, Mississippi 39501

RE: City of Gulfport funding allocation to Gulf Coast Center for Nonviolence
via: brodgers@gulfport-ms.gov

Ms. Rodgers:

The Gulf Coast Center for Nonviolence (Center) is thankful for the City of Gulfport's continued support over the years, especially for your FY 2024 funding allocation of $17,500 as local funding is more critical now than ever for our agency. These funds will afford us the opportunity to continue providing comprehensive programs and services to victims of domestic violence, sexual assault, stalking, and homicide in South Mississippi.

To underscore the importance of Gulfport's funding allocation, we'd like to state that while the $17,500 allotment awarded to the Center will not solely fund any one of our positions or programs offered on the Gulf Coast, it will accompany the funds from a variety of other local, state, and federal sources to fulfill the agency's budgeted needs through essential and diversified funding.

Funding sources exceeding $17,500 for the Center that the City of Gulfport can match include: US Department of Justice, including Stop Violence Against Women, Sexual Assault Services Grant, and Transitional Housing Program; Department of Mental Health; Department of Health, including Family Violence Prevention and Services Act, Rape Prevention and Education Program, and Victims of Crime Act; US Department of Housing and Urban Development, including Emergency Solutions Grant, Continuum of Care Supportive Housing Programs, and Community Development Block Grant.

Please contact me at 228.436.3809 or at sriley@gccfn.org if I can provide any additional information or answer any questions.

Sincerely,

Stacey Riley, LCSW
Chief Executive Officer

Gulf Coast Center for Nonviolence
PO Box 333
Biloxi, MS 39533
228-435-0074

Date:	10/11/2023
Invoice #	202310

Statement

TO: City of Gulfport
2309 15th Street
Gulfport, MS 39501

RE: **FY 2024 Allocation**

Date	Description	Units	Unit Cost	Amount
10/11/2023	2024 Gulfport Allocation	1	$17,500.00	$17,500.00
			$0.00	$0.00
			$0.00	$0.00
			$0.00	$0.00
			$0.00	$0.00
			$0.00	$0.00
			$0.00	$0.00
			$0.00	$0.00
			$0.00	$0.00
			$0.00	$0.00
			$0.00	$0.00
			$0.00	$0.00
			$0.00	$0.00
			$0.00	$0.00

Past Due	Amount Due
	$17,500.00

Remittance	
Statement #	202310
Date	10/11/2023
Amount Due	$17,500.00
Amount Enclosed	

Make all checks payable to **Gulf Coast Center for Nonviolence**

Thank you for the opportunity to partner with you in this project!

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 DONATION OF FUNDS TO GULFPORT MAIN STREET ASSOCIATION, IN ACCORD WITH MISS. CODE ANN. SECTION 21-19-44.1, AND FOR RELATED PURPOSES

WHEREAS, Miss. Code Ann. Section 21-19-44.1 authorizes municipalities to donate funds from the treasury of the municipality to the municipality's Main Street Project, Incorporated, in support of any economic development program or endeavor of the corporation, for the development of the municipality's central business district or for any lawful purpose of the municipality and to execute contracts and agreement and to expend municipal funds in support of any project sponsored by the corporation, the municipality or any other nonprofit corporation engaged in local economic development; and

WHEREAS, the City of Gulfport desires to support the economic development programs and endeavors of the Gulfport Main Street Association which are targeted at the development of the City's beachfront area, specifically in support of Main Street's 2nd Annual Gumbo Fest by donating the sum of $15,000.00 to Gulfport Main Street Association; and

WHEREAS, the Governing Authority of the City of Gulfport is of the opinion that the City of Gulfport benefits from such donation and that such is in the best interest 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, pursuant to Miss. Code Ann. Section 21-19-44.1, to donate $10,000.00 to the Gulfport Main Street Association in support of development projects and activities in the beachfront areas of Gulfport, in particular, the 2nd Annual Gumbo Fest to be held at Centennial Plaza in November 2023, payable by special check, as needed.

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

GULFPORT MAIN STREET ASSOCIATION

Invoice

FROM: Gulfport Main Street Association
P.O. Box 1780
Gulfport, MS 39502

DATE: November 1. 2023

INVOICE NUMBER: 000017

INVOICE DUE: November 10, 2023

BILL TO: City of Gulfport
2309 15th Street
Gulfport, MS 39501

TOTAL DUE:

$15,000

DESCRIPTION	PRICE		TOTAL
Gumbo Fest Donation	$15,000		$15,000

THANK YOU!

Kristen Garriga

WE VALUE YOUR PARTNERSHIP WITH GMSA AND
WE ARE LOOKING FORWARD TO A GREAT EVENT! PLEASE MAKE CHECKS
PAYABLE TO GULFPORT MAIN STREET ASSOCIATION.

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 A DONATION OF FUNDS TO THE HARRISON COUNTY LIBRARY SYSTEM PURSUANT TO MISS. CODE ANN. § 39-3-79(3) (2015), AND FOR RELATED PURPOSES

WHEREAS, pursuant to Miss. Code Ann. § 39-3-7(3) (2015), a municipality may donate "any available funds for the support, upkeep and maintenance of any public library or public library system located in such municipality"; and

WHEREAS, the City of Gulfport desires to donate funds, in the amount of $503,073.00 to the Harrison County Library System in support of the Gulfport-Harrison County Library, which is located within the corporate boundaries of the City of Gulfport; and

WHEREAS, the Governing Authority of the City of Gulfport is of the opinion that the City of Gulfport benefits from such donation and that making the aforementioned donation, which shall be paid out of available funds in the general fund of the City, is in the best interest 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 donate municipal funds, via special checks which are hereby authorized, the total amount of $503,073.00 (payable quarterly in the amount of $125,768.25) to the Harrison County Library System for the benefit of the Gulfport-Harrison County Library.

The above and foregoing Resolution, after having been first reduced to writing and read by the Clerk, was introduced by Councilmember _____, seconded by Councilmember _____, and was adopted by the following roll call vote:

YEAS: **NAYS:** **ABSENT:**

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

(SEAL)

ATTEST: **ADOPTED:**

_____ _____

Brittany Rodgers, Clerk of Council **F.B. "Rusty" Walker, IV, President**

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

APPROVED:

_____

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 Resolution:

A RESOLUTION BY THE GULFPORT CITY COUNCIL TO AUTHORIZE A DONATION OF FUNDS TO THE MENTAL HEALTH ASSOCIATION OF SOUTH MISSISSIPPI PURSUANT TO MISS. CODE ANN. §§ 21-19-65 AND 21-17-1(8), AND FOR RELATED PURPOSES

WHEREAS, pursuant to Miss. Code Ann. § 21-19-65, a municipality may "expend monies from the municipal general fund to match any other funds for the purpose of supporting social and community service programs including, but not limited to, juvenile residential treatment centers; juvenile and half-way houses; prenatal care facilities; child day care facilities; mentally ill and alcoholics half-way houses; child and adult emergency shelters; elderly home health aides programs", and

WHEREAS, pursuant to Miss. Code Ann. § 21-17-1(8), a municipality may "expend municipal funds to match any state, federal or private funding or any program administered by … any nonprofit organization that is exempt under 26 USCS Section 501(c)(3) from paying federal income tax; and

WHEREAS, the City of Gulfport desires to donate matching funds, in the amount of $15,000.00 to the Mental Health Association of South Mississippi, a social and community service program (as contemplated by Miss. Code Ann. § 21-19-65) and a tax exempt nonprofit organization (as contemplated by Miss. Code Ann. § 21-17-1(8) to match grant funding received by the Mental Health Association of South Mississippi; and

WHEREAS, the Governing Authority of the City of Gulfport is of the opinion that the City of Gulfport benefits from such donation and that making the aforementioned donation, which shall be paid out of available funds in the general fund of the City, is in the best interest 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 donate municipal funds/ matching funds, via special check which is hereby authorized, in the amount of $15,000.00 to the Mental Health Association of South Mississippi.

The above and foregoing Resolution, after having been first reduced to writing and read by the Clerk, was introduced by Councilmember _____, seconded by Councilmember _____, and was adopted by the following roll call vote:

YEAS: **NAYS:** **ABSENT:**

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

(SEAL)

ATTEST: **ADOPTED:**

_____ _____

Brittany Rodgers, Clerk of Council **F.B. "Rusty" Walker, IV, President**

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

APPROVED:

_____

Billy Hewes, Mayor

Mental Health Association of South Mississippi
4803 Harrison Circle – Gulfport, MS 39507
Phone (228) 864-6274 – Fax (228) 864-1310
Website www.msmentalhealth.org - E-Mail Info@msmentalhealth.org

October 13, 2023

Brittany Rodgers
Clerk of Council
P O Box 1780
Gulfport, MS 39502

Dear Ms. Rodgers:

The Mental Health Association of South Mississippi is grateful to receive the match funds that the City of Gulfport provides to our 501c3 organization. These funds assist to further our mission. Please accept this invoice for FY2024 in the amount of $15,000. It will serve as a match for our Projects for Assistance in Transition from Homelessness (PATH) Grant through MS Department of Mental Health. This grant requires a match of $32,890. Additional match funds are obtained through other resources.

According to Substance Abuse and Mental Health Service Administration people with mental health and substance use conditions comprise a disproportionate percentage of people who lack stable housing compared to individuals without mental health and substance abuse conditions. We have assisted people to obtain housing, which led to getting the healthcare they needed. Many are able to rebuild family relationships. They get a job or volunteer and become viable citizens in the Gulfport community. Our staff has been told things like, 'you are the first person who has spoken to me in months.' No matter the duration, being homeless is a life-altering traumatic event that creates major stress in a person's life.

Mental Health Association of South MS invoice to
City of Gulfport
FY 2024 - $15,000
Match for PATH Grant

Thank you for your support of people with mental illness in Gulfport, MS.

Sincerely,

Kay Daneault
Executive Director

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 November, 2023, the following Resolution:

A RESOLUTION BY THE GULFPORT CITY COUNCIL TO AUTHORIZE A DONATION OF FUNDS TO THE O'KEEFE EDUCATIONAL MEDIA D/B/A DISABILITY CONNECTION PURSUANT TO MISS. CODE ANN. §§ 21-19-65 AND 21-17-1(8) (REV. 2015), AND FOR RELATED PURPOSES

WHEREAS, pursuant to Miss. Code Ann. § 21-19-65 (Rev. 2015), a municipality may "expend monies from the municipal general fund to match any other funds for the purpose of supporting social and community service programs including, but not limited to, juvenile residential treatment centers; juvenile and half-way houses; prenatal care facilities; child day care facilities; mentally ill and alcoholics half-way houses; child and adult emergency shelters; elderly home health aides programs"; and

WHEREAS, pursuant to Miss. Code Ann. § 21-17-1(8) (Rev. 2015), a municipality may "expend municipal funds to match any state, federal or private funding or any program administered by … any nonprofit organization that is exempt under 26 USCS Section 501(c)(3) from paying federal income tax; and

WHEREAS, the City of Gulfport desires to donate funds and/or matching funds, in the amount of $5,000.00 to the O'Keefe Educational Media d/b/a Disability Connection a social and community service program (as contemplated by Miss. Code Ann. § 21-19-65) and a tax exempt nonprofit organization (as contemplated by Miss. Code Ann. § 21-17-1(8)) to match funding received by the O'Keefe Educational Media d/b/a Disability Connection from state and/or federal agencies and/or private sources; and

WHEREAS, the Governing Authority of the City of Gulfport is of the opinion that the City of Gulfport benefits from such donation and that making the aforementioned donation, which shall be paid out of available funds in the general fund of the City, is in the best interest 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 donate municipal funds and/or matching funds, via special check which is hereby authorized, in the amount of $5,000.00 to the O'Keefe Educational Media d/b/a Disability Connection.

The above and foregoing Resolution, after having been first reduced to writing and read by the Clerk, was introduced by Councilmember _____, seconded by Councilmember _____, and was adopted by the following roll call vote:

YEAS: **NAYS:** **ABSENT:**

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

(SEAL)

ATTEST: **ADOPTED:**

_____ _____

Brittany Rodgers, Clerk of Council **F.B. "Rusty" Walker, IV, President**

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

APPROVED:

_____

Billy Hewes, Mayor

Additional Funding: FY 2024

Organizations	Amount	Status
Walmart	$5000	Approved
Gulf Coast Community Foundation	$2000	Approved
	Total =$7,000	

DISABILITY CONNECTION INVOICE

Date: October 12, 2023

To: City of Gulfport
PO Box 1780
Gulfport, MS 39502

ATTN: Brittany Rodgers, Clerk of Council

Send to: 700 Pass Road
Gulfport, MS 39501

Description	Amount
Gulfport City Council Funds Donation for 2024	$5,000.00
Total	$5,000.00

Please make check payable to: Disability Connection

Thank you for your support!

O'Keefe Educational Media, Dba Disability Connection EIN: 36-4488806
700 Pass Rd, Gulfport, MS 39501 228.604.4020 FX 228.284.4419
www.DisabilityConnection.org Office@DisabilityConnection.org

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 A DONATION OF FUNDS TO THE WOMEN'S RESOURCE CENTER PURSUANT TO MISS. CODE ANN. §§ 21-19-65 and 21-17-1(8) (REV. 2015), AND FOR RELATED PURPOSES

WHEREAS, pursuant to Miss. Code Ann. § 21-19-65 (Rev. 2015), a municipality may "expend monies from the municipal general fund to match any other funds for the purpose of supporting social and community service programs including, but not limited to, juvenile residential treatment centers; juvenile and half-way houses; prenatal care facilities; child day care facilities; mentally ill and alcoholics half-way houses; child and adult emergency shelters; elderly home health aides programs"; and

WHEREAS, pursuant to Miss. Code Ann. § 21-17-1(8) (Rev. 2015), a municipality may "expend municipal funds to match any state, federal or private funding or any program administered by … any nonprofit organization that is exempt under 26 USCS Section 501(c)(3) from paying federal income tax; and

WHEREAS, the City of Gulfport desires to donate matching funds, in the amount of $7,500.00 to the Women's Resource Center, a social and community service program (as contemplated by Miss. Code Ann. § 21-19-65) and a tax exempt nonprofit organization (as contemplated by Miss. Code Ann. § 21-17-1(8)) to match funding received by the Women's Resource Center; and

WHEREAS, the Governing Authority of the City of Gulfport is of the opinion that the City of Gulfport benefits from such donation and that making the aforementioned donation, which shall be paid out of available funds in the general fund of the City, is in the best interest 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 donate municipal matching funds, via special check which is hereby authorized, in the amount of $7,500.00 to the Women's Resource Center.

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

Women's Resource Center

9155 Lorraine Road
Gulfport, Mississippi 39503
228-897-8958

Invoice

#3

PREPARED FOR

Ms. Brittany L. Rodgers

Clerk of Council, CDMC
City of Gulfport
2309 15th Street
Gulfport, Mississippi 39501

PREPARED DATE
10/03/2023

DESCRIPTION	QUANTITY	PRICE	TOTAL
FY 2024 Contribution	1	$7,500	$7,500

$7,500

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 FOR GULFPORT HIGH SCHOOL'S TEAM FUSION 364, AND FOR RELATED PURPOSES

WHEREAS, the Gulfport High School Team Fusion Robotics organization enriches young and old, big and small, with technology, science, and cutting-edge information through community outreach, fundraisers, mentor programs and other events and demonstrations of robotics; and

WHEREAS, the City of Gulfport receives valuable advertising thru the advance public relations and press coverage afforded Robotics Team Fusion 364 events and activities, which attract people to Gulfport each year for robotics events; and

WHEREAS, the Governing Authority of the City of Gulfport is of the opinion that the City of Gulfport benefits from such advertising of the event by having an opportunity to promote the City of Gulfport to individuals from around the Gulf South and from all over the country; 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 $3,500.00 to the Gulfport High School Team Fusion 364 Robotics organization 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 expend, via special check, if necessary, municipal funds in the amount of Three Thousand Five Hundred and

no/00 dollars ($3,500.00) payable to the Gulfport High School Robotics Team Fusion 364 organization to be used to advertise the City of Gulfport at its events.

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

September 19, 2023

City of Gulfport
Gulfport Office of City Council
P. O. Box 1780
Gulfport, MS 39502

RE: FY 2024 Allocation

Dear Gulfport City Council,

Team Fusion herein submits to the City of Gulfport an invoice for the $3,500 allocation of funds that was approved in its budget for FY 2024. The Team appreciates this allocation of funds that will allow it to provide the students opportunities to learn skills that will help them in their future endeavors – planning, scheduling, leadership, working as a team, CAD design,3D printing, electronics, CNC lathe operations and programming.

Thank you for this investment in our students.

Respectfully,

Donna H. Van Loon
Team Fusion Treasurer

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 AUTHORIZE AN EXPENDITURE FOR ADVERTISING AND BRINGING INTO FAVORABLE NOTICE THE OPPORTUNITIES, POSSIBILITIES AND RESOURCES OF THE CITY OF GULFPORT IN CONNECTION WITH THE HARRISON CAREER & TECHNICAL CENTER ENGINEERING & ROBOTICS PROGRAM (TSA), AND FOR RELATED PURPOSES

WHEREAS, Technology Student Association is a national organization of students engaged in STEM (science, technology, engineering and mathematics), and TSA chapters take the study of STEM beyond the classroom and give students the change to pursue academic challenges among friends with similar goals and interests and work on competitive events, learn and apply leadership skills, and may attend conferences at the state, regional and national levels; and

WHEREAS, the City of Gulfport receives valuable advertising thru the advance public relations and press coverage afforded the Harrison County Career and Technology Center's Engineering & Robotics Program (Harrison Central High School TSA Chapter) events which promote the City of Gulfport and the educational opportunities available in the City; and

WHEREAS, the Governing Authority of the City of Gulfport is of the opinion that the City of Gulfport benefits from such advertising of the event by having an opportunity to promote the City of Gulfport to individuals from around the world; 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 $3,500.00 to the Harrison County Career and Technology Center in support of the engineering and robotics program 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 expend, via special check, if necessary, municipal funds in the amount of Three thousand five hundred and no/00 dollars ($3,500.00) payable to the Harrison County Career and Technology Center to be used to advertise the City of Gulfport at its events.

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

Harrison County Career and Technical Center
15600 School Road, Gulfport, MS 39503
Phone: (228) 832-6652 Fax: (228) 539-5965
Mitchell King, Superintendent of Education Libby White, Director

October 12, 2023

City of Gulfport
Attn: Brittany Rodgers
P.O. Box 1780
Gulfport, MS 39502

INVOICE

Description

FY 2024 Donation to Harrison County Career & Technical Center Engineering & Robotics Program (TSA) in the amount of $3,500.00.

Thank you for your support of our students.

Total Due $3,500.00

Check needs to be mailed and made payable to contact listed below.

Harrison County Career & Technical Center
Attn: Lester Dempsey
15600 School Road
Gulfport, MS 39503

Harrison County Career and Technical Center does not discriminate on the basis of race, color, religion, national origin, sex or handicaps.

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 OF FUNDS IN SUPPORT OF THE HARRISON COUNTY MOTOR VEHICLES FOR HIRE AUTHORITY, PURSUANT TO INTERLOCAL AGREEMENT, AND FOR RELATED PURPOSES

WHEREAS, the City of Gulfport, Mississippi, is a party to an Interlocal Agreement (FOURTH AMENDED AND RESTATED INTERLOCAL COOPERATION AGREEMENT AMONG THE CITY OF GULFPORT, THE CITY OF BILOXI, AND THE CITY OF D'IBERVILLE FOR COOPERATION IN THE REGULATION OF MOTOR VEHICLES FOR HIRE AND FOR OTHER RELATED PURPOSES) with the Cities of Biloxi and D'Iberville pursuant to which the City of Gulfport is a participating entity in the Harrison County Motor Vehicles for Hire Authority (hereinafter, "the Authority"); and

WHEREAS, the aforementioned Fourth Amended and Restated Interlocal Agreement requires each participating entity to support the Authority financially, according to a formula contained in the Agreement; and

WHEREAS, the City of Gulfport's FYE 2024 total expenditure in support of the operations of the authority is $37,600.00, payable in quarterly installments of $9,400 per quarter; and

WHEREAS, the Governing Authority of the City of Gulfport is of the opinion that the City of Gulfport benefits from such expenditure and that making such expenditure, which shall be paid out of available funds in the general fund of the City, is in the best interest 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 expend municipal funds, via special check which is hereby authorized (if necessary), in the total amount of $37,600.00 to the Motor Vehicles for Hire Authority in quarterly installments of $9,400 per quarter.

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 TO AUTHORIZE AN EXPENDITURE FOR ADVERTISING AND BRINGING INTO FAVORABLE NOTICE THE OPPORTUNITIES, POSSIBILITIES, AND RESOURCES OF THE CITY OF GULFPORT, AND FOR RELATED PURPOSES

WHEREAS, the Gulfport Fire Department regularly participates in recruiting and community outreach efforts to assist in both identifying quality candidates to join the Department and promoting a good relationship between the Department and the community that it serves; and

WHEREAS, the City of Gulfport receives advertising thru the recruiting and community outreach efforts of the Department; 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 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 $7,000.00 for the purchase of the items identified in the attached documentation hereto 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 the Gulfport Fire Department, is hereby authorized to expend municipal funds in the amount of $7,000.00, payable in payment to the entity/ies listed on the attached requests to purchase.

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 TO AUTHORIZE AN EXPENDITURE (IN THE FORM OF AN IN-KIND DONATION) FOR ADVERTISING AND BRINGING INTO FAVORABLE NOTICE THE OPPORTUNITIES, POSSIBILITIES AND RESOURCES OF THE CITY OF GULFPORT IN CONNECTION WITH THE FOREST HEIGHTS OUTREACH ASSOCIATION'S COMMUNITY GOSPEL EXTRAVAGANZA, AND FOR RELATED PURPOSES

WHEREAS, the Forest Heights Outreach Association plans to host a Community Gospel Extravaganza, that is open to the public, on November 25, 2023, at Youther Lee Keys Park which is located adjacent to the Forest Heights subdivision; and

WHEREAS, the Forest Heights Outreach Association has requested that the City provide an in-kind contribution in the form of a fee waiver for the use of the stage for the November 25, 2023, song and music event; and

WHEREAS, City of Gulfport receives advertising thru the advance promotion of the planned event and the work of the Forest Heights Outreach Association in our community; and

WHEREAS, the Governing Authority of the City of Gulfport is of the opinion that the City of Gulfport benefits from such advertising by having an opportunity to 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 in the form of an in-kind donation (waiver of $150.00 rental fee) of the use of the stage to the Forest Heights Outreach Association in support of and as a sponsor of the aforementioned music 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 expend municipal funds in the form of an in-kind donation of the use of the stage to the Forest Heights Outreach Association in support and co-sponsorship of the music event described herein.

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

FOREST HEIGHTS
OUTREACH ASSOCIATION

The City of Gulfport
P.O. Box 1780
Gulfport, MS 39502

To whom it may concern.

We, the Forest Heights Outreach Association would like to request the use of a stage on Saturday, November 25, 2023. This stage will be used in the Forest Height Community at the Youther Lee Keys Park from 10:00 AM to 6:00 PM for a community Gospel Extravaganza.

In order for this worthwhile cause we would like to be exempt from the community noise ordinance during this time.

We are looking forward to providing an opportunity for the community to fellowship with each other in a positive and safe manner.

Warm regards, Forest Heights Outreach Association.

Will Anderson, President,
Isaac Pittman, Vice President

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 (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 THE WOUNDED WARRIOR PROJECT'S THANKSGIVING DINNER, AND FOR RELATED PURPOSES

WHEREAS, the Gulf Coast Chapter of the Wounded Warrior Project plans to host a pre-Thanksgiving Dinner for its alumni members and their families on November 18, 2023, at the Westside Community Center; and

WHEREAS, the Gulf Coast Wounded Warrior Project has requested that the City provide an in-kind contribution in the form of a fee waiver for the use of the Westside Community Center for the November 18, 2023, dinner and dance; and

WHEREAS, City of Gulfport receives advertising thru the advance promotion of the work of the Wounded Warrior Project in our community; and

WHEREAS, the Governing Authority of the City of Gulfport is of the opinion that the City of Gulfport benefits from such advertising by having an opportunity to 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 in the form of an in-kind donation (waiver of $160.00 rental fee) of the use of the Westside Community Center to the Gulf Coast Wounded Warrior Project in support of and as a co-sponsor of the aforementioned dinner and dance 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 expend municipal funds in the form of an in-kind donation of the use of the Westside Community Center to the Gulf Coast Wounded Warrior Project in support and co-sponsorship of the dinner/dance event described herein.

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

Gulfport
LEISURE SERVICES

Facility Use Fee Waiver Request Form

Date of Request: 8/1/23

Name of Person Submitting Request: Dexter Thames

Organization or Group Requesting Fee Waiver:

Name: Wouded Warrior Project

Address: 4889 Belfort Road Suite 300
Jacksonville FL 32256

Phone Number: 1 (904) 489 1421

Reason for Fee Waiver Request:

Wouded Warrior Project hosting a dinner and dance for it`s warrior

Primary Contact Person:

Name: Dexter Thames

Address: 13267 Sandy Brook Drive Gulfport MS 39503

Phone Number: (228) 313 3174

E-Mail Address: dingothames@gmail.com

Facility/facilities requested: Westside Community Center

Date/s of Event: 11/18/23

Event Type: Dinner & Dance

Event Time(start and end): 5:00 PM til 9:00 PM

Date/s Required for Set Up and Breakdown: 11/18/23

Anticipated Attendance (Number of Persons per day): 30 to 40

Fee Waiver Total: **Rental Fee:** $ 80 X 4 **Hours** = $320.00

(Must include set-up and breakdown times)

50% non-profit discount = $160.00

Gulfport
LEISURE SERVICES

Facility Use Fee Waiver Request Form

Circle one: **Y or N**

- Is applicant a 501 (c) non-profit pursuant to applicable IRS regulations? ☑ ☐
  If yes please, provide us with a copy of your 501 (c) non-profit status with this request.
- Does applicant intend to sell vendor space or tables? ☐ ☑
- Is there a charge to enter this event? ☐ ☑
- Is it open and free to the public? ☐ ☑

Submitt all documents to Reggie Sims at rsims@gulfport-ms.gov or submit to the facility at the time of completing the Facility Use Application. All Fee Waiver Request must be approved by the City Council. Please note that if your request is approved, you will be responsible for set-up and breakdown of your event (setting up tables and chairs).

I HAVE READ AND UNDERSTAND ALL OF THE ABOVE ITEMS AND STATEMENTS IN THIS REQUEST FOR USE AND ATTEST THAT ALL ARE TRUE. I FURTHER UNDERSTAND THAT THE EVENT DESCRIBED HEREIN SHALL FURTHER BE GOVERNED BY AN ACCOMPANYING AGREEMENT FOR USE OF THE FACILITY AND THE APPLICANT AGREES TO ABIDE BY THE TERMS THEREOF AS WELL AS ANY AND ALL POLICIES THAT THE CITY MAY PROSCRIBE. IT IS FURTHER UNDERSTOOD THAT THE CITY OF GULFPORT, IN ITS SOLE DISCRETION, RESERVES THE RIGHT TO REFUSE TO ALLOW THE EVENT AND/OR CERTAIN ACTIVITIES OF THE EVENT, AS DESCRIBED HEREIN TO BE HELD IN OR AROUND THE FACILITY.

SIGNATURE

Dexter Thames

PRINTED NAME

8/1/23

DATE

October 26, 2023

City of Gulfport
Department of Leisure Services
P.O. Box 1780
Gulfport, MS 39532

Dear Sir/Ma'am

Wounded Warrior Project (WWP) is an American charity and veterans service organization that operates as a nonprofit 501. WWP offers a variety of programs, services and events for wounded veterans who incurred a physical or mental injury, illnesses, or co-incident to their military service on or after September 11, 2001.

Our local Gulf Coast WWP Chapter is requesting your co-sponsorship for your West Side Community Center facility to host a Wounded Warrior Project Pre-Thanksgiving Dinner for our alumni members and their families.

This event will not be publicly advertised on television or radio. However, we have a private Facebook page for our alumni members and their families. Thank you for your consideration. It is greatly appreciated.

Respectfully submitted,

Dexter T. Thames
WWP, Peer Leader

WOUNDED WARRIOR PROJECT

Pre-Thanksgiving Dinner

Let's Be Thankful Together!

Come and Enjoy

MUSIC | PRIZES| FUN

November 18, 2023

5:00 pm – 9:00 pm

West Side Community Center

4006 8th Street

Gulfport, MS 39501

You must sign up on the wounded warrior event page.
Space is limited for this event.

Gulfport
MISSISSIPPI

FLORIDA

Consumer's Certificate of Exemption

Issued Pursuant to Chapter 212, Florida Statutes

85-8013720100C-7	06/30/2022	06/30/2027	501(C)(3) ORGANIZATION
Certificate Number	Effective Date	Expiration Date	Exemption Category

This certifies that

WOUNDED WARRIOR PROJECT INC
4899 BELFORT RD STE 300
JACKSONVILLE FL 32256-6033

is exempt from the payment of Florida sales and use tax on real property rented, transient rental property rented, tangible personal property purchased or rented, or services purchased.

FLORIDA

Important Information for Exempt Organizations

DR-14
R. 01/18

1. You must provide all vendors and suppliers with an exemption certificate before making tax-exempt purchases. See Rule 12A-1.038, Florida Administrative Code (F.A.C.).

2. Your *Consumer's Certificate of Exemption* is to be used solely by your organization for your organization's customary nonprofit activities.

3. Purchases made by an individual on behalf of the organization are taxable, even if the individual will be reimbursed by the organization.

4. This exemption applies only to purchases your organization makes. The sale or lease to others of tangible personal property, sleeping accommodations, or other real property is taxable. Your organization must register, and collect and remit sales and use tax on such taxable transactions. Note: Churches are exempt from this requirement except when they are the lessor of real property (Rule 12A-1.070, F.A.C.).

5. It is a criminal offense to fraudulently present this certificate to evade the payment of sales tax. Under no circumstances should this certificate be used for the personal benefit of any individual. Violators will be liable for payment of the sales tax plus a penalty of 200% of the tax, and may be subject to conviction of a third-degree felony. Any violation will require the revocation of this certificate.

6. If you have questions about your exemption certificate, please call Taxpayer Services at 850-488-6800. The mailing address is PO Box 6480, Tallahassee, FL 32314-6480.

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 SPECIAL CHECK PAYABLE TO NEEL-SCHAFFER, INC., CONNECTION WITH THE GULFPORT COMMERCE CORRIDOR PROJECT, AND FOR RELATED PURPOSES

WHEREAS, the City of Gulfport intends to undertake the Gulfport Commerce Corridor Project, a project intended to involve approximately 5800 feet 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; and

WHEREAS, per the Agreement previously entered into between the City and Neel-Schaffer, Inc., the City is obligated to pay certain costs associated with the preliminary engineering on the project, and Wayne Miller, Director of Public Works and Engineering, has requested issuance of a special check, in the amount of $12,800.00, payable to Neel-Schaffer, Inc., in accord therewith and in payment of Invoice #1090352 and Invoice # l09l159 (see Exhibits "A", "B" and "C" 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 a special check, in the amount of $12,800.00, payable to Neel-Schaffer, Inc., in accord therewith and in payment of Invoice #1090352 and Invoice # l09l159

(See Exhibits “B” and “C” hereto), be and the same is hereby approved and authorized to be issued.

SECTION 3. That this Resolution shall be in 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 submitted to and approved by the Mayor, this the _____ day of _____, 2023.

_____

MAYOR

Memorandum – City of Gulfport
PUBLIC WORKS AND ENGINEERING

To: Mayor and Members of the City Council

CC: Leonard Papania, CAO
Todd Harman, CPA, Director of Finance
Jeremy Harrison, P.E., Assistant to the 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: 10/06/2023

Re: **Recommendation to Approve Issuance of Special Check for Invoices 1090352 (1) and 1091159 (2) for the Gulfport Commerce Corridor Project**
– Neel-Schaffer, Inc.

The Department of Public Works is requesting approval for issuance of a special check in the amount of $12,800.00 for Preliminary Engineering services related to the Gulfport Commerce Corridor project.

On July 5, 2023, Council approved the Preliminary Engineering services contract with Neel-Schaffer, Inc. for the Gulfport Commerce Corridor project totaling $222,000.00. Funding for this project is expected to come from the Mississippi State Legislature and the Gulf Coast Restoration Fund. However, funds have not been received yet.

The Notice to Proceed for this project was July 6, 2023 so a budget amendment has been placed on the November 7, 2023 agenda to partially fund the engineering contract using the City's unobligated cash reserves, which will be replaced once grant funds arrive.

Invoice 1090352 (1) totaling $2,300.00 was billed September 29, 2023 and Invoice 1091159 (2) totaling $10,500.00 was billed October 17, 2023. However, neither invoice can be paid until the budget amendment referenced above is approved at the November 7, 2023 Council meeting. Therefore, we are requesting issuance of a special check contingent on Council approval of the aforementioned budget amendment to fund the project. This is to prevent the engineer from having to wait until November 21 to be paid for rendered services.

I recommend approval for issuance of this special check.

Attachment: Invoice 1090352 (1) – Neel-Schaffer, Inc.
Invoice 1091159 (2) – Nell-Schaffer, Inc.

Gulfport MISSISSIPPI — DEPARTMENT OF ENGINEERING

INVOICE REVIEW CHECKLIST

Project Name: Gulfport Commerce Corridor Project **Date:** 10/3/2023

PO #: Requested Awaiting Creation Invoice #: 1090352 (1)

Available Funds: $------ Funding Source: _____

■ **Project Engineer has provided a Cover Letter that includes the following:**

- ■ Submitted on Engineering Firm's letterhead
- ■ Addressed to the City Engineer
- ■ Project title is in the subject line
- ■ Date of the invoice
- ■ Invoice number (e.g., Invoice # 1)
- ☐ Purchase Order number
- ■ Dates of service of the invoice (cannot begin prior to contract execution or after contract termination)
- ■ Invoice amount
- ■ Signed by Project Engineer

Engineering Executive Secretary: NS (NE) Budget Analyst: V. Weaver

■ **Project Engineer/Contractor has provided an Invoice that includes the following:**

- ■ Submitted on Engineering Firm's letterhead
- ■ Includes remittance address
- ■ Date of the invoice
- ■ Invoice number (e.g., Invoice # 1)
- ☐ Purchase Order number — pay via special ck
- ■ Dates of service of the invoice
- ■ Project title
- ■ Amount invoiced by Task
- ☐ Funding amounts allocated for each task/line item has not been overspent
- ☐ Includes funding account(s) for invoice payments

Engineering Executive Secretary: NS (NE) Budget Analyst: V. Weaver

☑ **Project has been Inspected by Department of Engineering and current pay items meet Quality Expectations.**

DOE Representative: WEm

☑ **Project Engineer/Contractor has provided an Invoice Summary which summarizes all work completed per task during the dates of service of the invoice.**

- ☑ Invoice and invoice summary must be consistent with the Scope of Work and Project Timeline
- ☑ Funding amounts allocated for each task/line item has not been overspent; if so justification is submitted
- ☑ All sub-consultants must also submit an invoice summary for work completed

DOE Representative: WEm

☑ **Project Engineer has provided Documentation of Expenditures (receipts, staff timesheets, cancelled checks to consultant, consultant invoices, etc.)**

- ☑ All costs are eligible (review eligible and ineligible expenses per the Contract)
- ☑ Review invoice and deliverable(s) to verify what was paid for has been obtained
- ☑ If the Grantee has an Indirect Cost Allocation Plan (ICAP), documentation of the approved percentage and breakdown of indirect costs per task is provided

DOE Representative: WEm

NEEL-SCHAFFER

September 29, 2023

Mr. Wayne Miller, P.E.
City of Gulfport
Director of Public Works and Engineering
4050 Hewes Avenue
Gulfport, MS 39507

REFERENCE: Gulfport Commerce Corridor Project
Invoice Number 1090352

Dear Lee:

Please find the attached invoice dated September 6, 2023, for the period of August 1, 2023 to August 31, 2023 along with backup documentation for the above referenced project for preliminary engineering.

The current lump sum contract amounts are as follows:

- Original contract total - $182,000.00
- Previous amount billed - $ 0.00
- Current amount billed - $ 2,300.00

Should you have any questions or require any additional information, feel free to contact me at (228) 374-1211.

Sincerely,
NEEL-SCHAFFER, INC.

Damon Torricelli

Damon Torricelli, P.E.

Attachments

engineers | planners | surveyors | environmental scientists | landscape architects

P: 228.374.1211 | F: 228.374.1216
772 Howard Avenue
Biloxi, MS 39530
www.neel-schaffer.com

RECEIVED
10/3/2023
MD

NEEL-SCHAFFER

September 6, 2023
Project No: NS.18127.000
Invoice No: 1090352

City of Gulfport
Mr. Wayne Miller
4050 Hewes Avenue
Gulfport, MS 39507

Project NS.18127.000 COG Commerce Corridor

100-1030100-23040

Professional Services from August 01, 2023, to August 31, 2023

Phase 002 Preliminary/Environmental - NSI

Fee

Total Fee	182,000.00				
Percent Complete	1.2637	Total Earned	2,300.00		
		Previous Fee Billing	0.00		
		Current Fee Billing	2,300.00		
		Total Fee			**2,300.00**
				Total this Phase	**$2,300.00**
				Total this Invoice	**$2,300.00**

Billings to Date

	Current	Prior	Total
Fee	2,300.00	0.00	2,300.00
Totals	**2,300.00**	**0.00**	**2,300.00**

Ok to pay
WEM
10-6-23

PARTIAL

Signature

10/24/23
Date

Detailed Timesheet for the Period Ending 8/11/2023

Neel-Schaffer, Inc.

Employee **006631** **Torricelli, Damon**

				Total Hr	Sat 8/5	Sun 8/6	Mon 8/7	Tue 8/8	Wed 8/9	Thu 8/10	Fri 8/11
NS.02200.001		Unposted Entries - Biloxi, MS									**Client: Neel-Schaffer, Inc.**
	0120		**Reg**	2.50						2.50	

8/10 Review layout & attend kickoff meeting with Gulfport personnel for Gulfport Commerce Corridor project.

Detailed Timesheet for the Period Ending 8/25/2023

Neel-Schaffer, Inc.

Employee **006631** **Torricelli, Damon**

				Total Hr	Sat 8/19	Sun 8/20	Mon 8/21	Tue 8/22	Wed 8/23	Thu 8/24	Fri 8/25
NS.18127.000		COG Commerce Corridor									**Client: City of Gulfport, MS**
002		Preliminary/Environmental - NSI									
	0120		**Reg**	6.00			1.00	3.00		2.00	

8/21 Review contract scope of work.

8/22 Review possible alignment, existing utilities, and MDOT environmental information.

8/24 Review MDOT plans future Hwy 601

Detailed Timesheet for the Period Ending 8/25/2023

Monday, October 2, 2023
10:58:03 AM

Neel-Schaffer, Inc.

Employee **005842** **Dimitry, Sharon**

				Total Hr	Sat 8/19	Sun 8/20	Mon 8/21	Tue 8/22	Wed 8/23	Thu 8/24	Fri 8/25
NS.18127.000		COG Commerce Corridor									**Client: City of Gulfport, MS**
002		Preliminary/Environmental - NSI									
	0132		**Reg**	4.50						3.00	1.50

8/24 Setup survey exhibits for Canal Rd connector

8/25 Setup survey exhibits for Canal Rd connector

received 10/23

NEEL-SCHAFFER

October 17, 2023

Mr. Wayne Miller, P.E.
City of Gulfport
Director of Public Works and Engineering
4050 Hewes Avenue
Gulfport, MS 39507

REFERENCE: Gulfport Commerce Corridor Project
Invoice Number 1091159

Dear Lee:

Please find the attached invoice dated October 17, 2023, for the period of September 1, 2023 to September 30, 2023, along with backup documentation for the above referenced project for preliminary engineering.

The current lump sum contract amounts are as follows:

- Original contract total - $182,000.00
- Previous amount billed - $ 2,300.00
- Current amount billed - $ 10,500.00 — pay via special ck

Should you have any questions or require any additional information, feel free to contact me at (228) 374-1211.

Sincerely,
NEEL-SCHAFFER, INC.

Damon Torricelli

Damon Torricelli, P.E.

Attachments

engineers | planners | surveyors | environmental scientists | landscape architects

P: 228.374.1211 | F: 228.374.1216
772 Howard Avenue
Biloxi, MS 39530
www.neel-schaffer.com

NEEL-SCHAFFER

October 17, 2023
Project No: NS.18127.000
Invoice No: 1091159

City of Gulfport
Mr. Wayne Miller
4050 Hewes Avenue
Gulfport, MS 39507

Project NS.18127.000 COG Commerce Corridor

100-630100-23040

Professional Services from September 01, 2023, to September 30, 2023

Phase 002 Preliminary/Environmental - NSI

Fee

Total Fee	182,000.00			
Percent Complete	7.033	Total Earned	12,800.00	
		Previous Fee Billing	2,300.00	
		Current Fee Billing	10,500.00	
		Total Fee		**10,500.00**
			Total this Phase	**$10,500.00**
			Total this Invoice	**$10,500.00**

	Current	Prior	Total
Fee	10,500.00	2,300.00	12,800.00
Totals	**10,500.00**	**2,300.00**	**12,800.00**

Ok to pay
10-24-23

PARTIAL
Signature
10/24/23
Date

Detailed Timesheet for the Period Ending 9/1/2023

Tuesday, October 17, 2023
10:36:17 AM

Neel-Schaffer, Inc.

Employee **006631** **Torricelli, Damon**

				Total Hr	Sat 8/26	Sun 8/27	Mon 8/28	Tue 8/29	Wed 8/30	Thu 8/31	Fri 9/1
NS.18127.000		COG Commerce Corridor									**Client: City of Gulfport, MS**
002		Preliminary/Environmental - NSI									
	0120		**Reg**	4.50			1.50	1.50		1.50	

8/28 review MDOT proposed ROW for Hwy 601 and existing utilities.

8/29 Review possible ROW and tax parcel ownership.

8/31 Draft survey letter for property owners & forward to Gulfport for review & comment. Review property owners from Harrison County GIS.

Detailed Timesheet for the Period Ending 9/8/2023

Tuesday, October 17, 2023
10:36:50 AM

Neel-Schaffer, Inc.

Employee **006631** **Torricelli, Damon**

				Total Hr	Sat 9/2	Sun 9/3	Mon 9/4	Tue 9/5	Wed 9/6	Thu 9/7	Fri 9/8
NS.18127.000		COG Commerce Corridor									**Client: City of Gulfport, MS**
002		Preliminary/Environmental - NSI									
	0120		**Reg**	1.00					1.00		

9/6 Draft survey letter & forward to City for review.

Detailed Timesheet for the Period Ending 9/15/2023

Tuesday, October 17, 2023
10:37:14 AM

Neel-Schaffer, Inc.

Employee **006631** **Torricelli, Damon**

				Total Hr	Sat 9/9	Sun 9/10	Mon 9/11	Tue 9/12	Wed 9/13	Thu 9/14	Fri 9/15
NS.18127.000		COG Commerce Corridor									**Client: City of Gulfport, MS**
002		Preliminary/Environmental - NSI									
	0120		**Reg**	1.00							1.00

9/15 Review proposed typical section and route against MDOT proposed project.

Detailed Timesheet for the Period Ending 9/22/2023

Tuesday, October 17, 2023
10:37:42 AM

Neel-Schaffer, Inc.

Employee **006631** **Torricelli, Damon**

				Total Hr	Sat 9/16	Sun 9/17	Mon 9/18	Tue 9/19	Wed 9/20	Thu 9/21	Fri 9/22
NS.18127.000		COG Commerce Corridor									**Client: City of Gulfport, MS**
002		Preliminary/Environmental - NSI									
	0120		**Reg**	2.00						2.00	

9/21 Review MDOT Hwy 601 data & proposed alignment.

Detailed Timesheet for the Period Ending 9/29/2023

Tuesday, October 17, 2023
10:38:18 AM

Neel-Schaffer, Inc.

Employee **006631** **Torricelli, Damon**

				Total Hr	Sat 9/23	Sun 9/24	Mon 9/25	Tue 9/26	Wed 9/27	Thu 9/28	Fri 9/29
NS.18127.000		COG Commerce Corridor									**Client: City of Gulfport, MS**
002		Preliminary/Environmental - NSI									
	0120		**Reg**	5.50				2.50	2.00	1.00	

9/26 Review possible right of way and MDOT project.

9/27 Review connection of proposed right of way to MDOT Hwy 601 project.

9/28 Review wetlands delineation from MDOT Hwy 601 files.

Detailed Timesheet for the Period Ending 9/1/2023

Tuesday, October 17, 2023
10:39:07 AM

Neel-Schaffer, Inc.

Employee **005842** **Dimitry, Sharon**

				Total Hr	Sat 8/26	Sun 8/27	Mon 8/28	Tue 8/29	Wed 8/30	Thu 8/31	Fri 9/1
NS.18127.000		COG Commerce Corridor									**Client: City of Gulfport, MS**
002		Preliminary/Environmental - NSI									
	0132		**Reg**	3.50			1.00	2.50			

8/28 Rvw changes w/ David & Damon; Rvw ROW

8/29 ROW Acquisition - Rvs ROW layout; Rvs ROW map & Create Ownership Table

Detailed Timesheet for the Period Ending 9/22/2023

Tuesday, October 17, 2023
10:39:58 AM

Neel-Schaffer, Inc.

Employee **002376** **Stauts, David Lee**

				Total Hr	Sat 9/16	Sun 9/17	Mon 9/18	Tue 9/19	Wed 9/20	Thu 9/21	Fri 9/22
NS.18127.000		COG Commerce Corridor									**Client: City of Gulfport, MS**
002		Preliminary/Environmental - NSI									
	0230		**Reg**	21.50					8.50	8.50	4.50

9/20 alignment layout - Revisions to EOP

9/21 Pavement markings - revision to roundabouts for 2 lane traffic

9/22 importing surface and topo form SR601 - Proposed ROW

Detailed Timesheet for the Period Ending 9/29/2023

Tuesday, October 17, 2023
10:40:22 AM

Neel-Schaffer, Inc.

Employee **002376** **Stauts, David Lee**

				Total Hr	Sat 9/23	Sun 9/24	Mon 9/25	Tue 9/26	Wed 9/27	Thu 9/28	Fri 9/29
NS.18127.000		COG Commerce Corridor									**Client: City of Gulfport, MS**
002		Preliminary/Environmental - NSI									
	0230		**Reg**	24.50			8.00	6.50	4.00	5.00	1.00

9/25 EOP, Pavement Markings and Roundabout layout

9/26 EOP, Pavement Markings and Roundabout layout

9/27 Exhibit showing MDOT interchange tie - pavement markings

9/28 ROW and easements

9/29 ROW and Easements

Detailed Timesheet for the Period Ending 9/29/2023

Tuesday, October 17, 2023
10:40:58 AM

Neel-Schaffer, Inc.

Employee **007448** **Bradley, Kassidy Susan**

				Total Hr	Sat 9/23	Sun 9/24	Mon 9/25	Tue 9/26	Wed 9/27	Thu 9/28	Fri 9/29
NS.18127.000		COG Commerce Corridor									**Client: City of Gulfport, MS**
002		Preliminary/Environmental - NSI									
	4121		**Reg**	2.00				2.00			

9/26 Vehicle tracking for turn lanes and roundabouts

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 TO ENSURE PUBLIC SAFETY AND TO PREVENT DAMAGE TO PRIVATE AND PUBLIC PROPERTY, 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 temporarily close a municipal right of way in order to preserve "good order" and prevent damage to public or private property; and

WHEREAS, from time to time, a construction project requires that rights of way around and near the project be closed to the public due to the risk of injury to the public or to public or private property associated with the construction work being performed; and

WHEREAS, in light of the nature of the work to be performed as a part of the restoration of the Hewes Building by Keesler Federal Credit Union, to ensure the safety of the public, it is necessary to close certain parking spaces on the north side of the Hewes Building from November 27, 2023, through the completion of the project to repair brick and mortar on the north elevation of the building (estimated to be on or about February 29, 2024); and

WHEREAS, the Mayor and City Council are of the opinion that the right of way closure requested herein 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 municipal right of way located immediately north of the "Hewes Building" in downtown Gulfport shall be closed as set forth herein, 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

Brittany L. Rodgers

From: Robert Pegoda <Robert.Pegoda@kfcu.org>
Sent: Tuesday, September 26, 2023 9:32 AM
To: Brittany L. Rodgers
Cc: Mark Watkins; Aaron Allen
Subject: Keesler Federal Credit Union

Caution! This message was sent from outside of the City of Gulfport email system. Be careful where you click.

Good Morning,

We recently spoke on the phone about our building at 2505 14th Street in Gulfport. The building is commonly known as the Hewe's Building. Per our discussion we are scheduling a restoration company to make needed brick and mortar repairs to the north elevation of the building. We would need to block from the east corner of the adjacent alley to 3 parking spaces in front of the building. See marked up photo. We want to start this project 11/27/23 and anticipate it to last until approximately 1/29/2024. As we discussed this would have to go in front of the City Council. Can you please help with the steps and format needed? We have already determined that no permit is required.
Thank you.

KeeslerFederal
CREDIT UNION

Robert Pegoda
Facilities Manager
2602 Pass Road
Biloxi, MS 39531
Ph: 228-385-5500 x6611
Fax:

This email and any files transmitted with it are confidential and intended solely for the use of the individual or entity to whom they are addressed. Any unauthorized review, use, disclosure or distribution is prohibited. If you are not the intended recipient,

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, on July 5, 2023, on July 18, 2023; on August 8, 2023, on September 5, 2023, on October 3, 2023, and on October 17, 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, on July 5, 2023, on July 18, 2023; on August 8, 2023, on September 5, 2023, on October 3, 2023, and on October 17, 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 to the City Engineer
Tyler Gentry, Assistant Director of Public Works – Operations
Legal Department

From: Wayne E. Miller, P.E., Director of Public Works and Engineering WEM

Date: 10/05/2023

Re: **Budget Amendment to Fund Engineering Services Contract for Gulfport Commerce Corridor Project**
- Neel-Schaffer, Inc.

FROM	TO	AMOUNT
City Cash Reserves	100-630100-23040 (Capital Project Engineering – Gulfport Commerce Corridor)	$222,000.00
	TOTAL	**$222,000.00**

The Department of Public Works is requesting approval to transfer $222,000.00 from the City's Cash Reserves to the above listed account in order to fund an Engineering Services contract with Neel-Schaffer, Inc. for the Gulfport Commerce Corridor project.

On July 5, 2023, Council approved an engineering services contract with Neel-Schaffer, Inc. totaling $222,000.00 for the Gulfport Commerce Corridor project. This project will be funded through State Legislature Appropriated funds totaling $20,000,000.00. In order to get the project started, we are requesting to front the initial $222,000.00 with cash reserves until Legislature funds are sent.

I hereby recommend this budget amendment.

City of Gulfport

Budget Amendment Request

Fund Name	Capital Projects	Council Meeting Date:	11/07/23
Department #	103	Budget Amendment Number:	2024-02
Department Name	Capital Projects		

	Original Budget	Prior Amendments	This Amendment	Revised Budget
Personnel Services	-	-	-	-
Supplies	-	-	-	-
Other Services	-	-	-	-
Capital	25,873,158	113,154	222,000	26,208,312
Total	**25,873,158**	**113,154**	**222,000**	**26,208,312**

Total Budget Amendments as a percentage of the total originally adopted budget **1.30%**

SUMMARY:

As requested by the Public Works department, this budget amendment will fund the engineering contract with Neel Schaffer for the Gulfport Commerce Corridor project.

10% PUBLICATION RULE:

Per Mississippi state statute, public notice must be provided (in the same manner as the municipality must use for the publication of its final adopted budget) when budget amendments result in a ten percent increase or decrease in a municipal department's total budget. For purposes of determining if a ten percent change has occurred, all amendments made to a department's budget since its budget was originally adopted, or since the last adopted published revision, must be added together.

Is publication required due to this budget amendment?

X **No.** Total budget amendments do not exceed ten percent of the total of either the department's originally adopted budget amendment or its last adopted published revision.

_____ **Yes.** The adopted revision will be published within two weeks of the adoption of this budget amendment.

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 to the City Engineer
Tyler Gentry, Assistant Director of Public Works – Operations
Legal Department

From: Wayne E. Miller, P.E., Director of Public Works and Engineering WEM

Date: 10/06/2023

Re: **Budget Amendment to Fund Construction Engineering and Inspection Contract, and Supplemental Agreement 2 for Preliminary Engineering for Landon Road Widening Project**
- Construction, Engineering and Inspection: Volkert, Inc.
- Supplemental Agreement 2, Preliminary Engineering: Pickering Firm, Inc.

FROM	TO	AMOUNT
City Cash Reserves	346-640200-02804 (MDOT (reimbursable) Capital Engineering – Landon Road Widening)	$99,170.53
City Cash Reserves	345-640200-02804 (CITY (non-reimbursable) Capital Engineering – Landon Road Widening)	$13,983.36
	TOTAL	**$113,153.89**

The Department of Public Works is requesting approval to transfer a total of $113,153.89 from the City's Cash Reserves to the above listed accounts in order to fund both the Construction, Engineering and Inspection (CE&I) contract with Volkert, Inc. as well as Supplemental Agreement No. 2 for Preliminary Engineering Services with Pickering Firm, Inc. related to the Landon Road Widening project.

On March 3 2023, Council approved budget amendment 2023-71 to add $49,993.01 into the City (non-reimbursable) Capital Engineering account for the Landon Road Widening project in order to fund the anticipated cost of a CE&I contract with Volkert, Inc. However, the contract had to be re-bid; the new contract total to be approved by Council October 17, 2023 will be $373,911.63.

On September 19, 2023, Council approved Supplemental Agreement No. 2 for Preliminary Engineering with Pickering Firm, Inc. totaling $9,676.88.

In order to increase the City (non-reimbursable) engineering account for these two approved contracts, an additive amount of $13,983.36 is requested.

On August 29, 2023, the Gulf Regional Planning Commission amended the Gulf Coast's FY 2023-2026 Transportation Improvement Program (TIP) to add $1,500,000.00 federal STBG-TMA funds to Gulfport's Landon Road project; an additive amount of $99,170.53 is needed to fund the Volkert CE&I contract, as approved by GRPC. I hereby recommend this budget amendment.

Gulf Regional Planning Commission

August 29, 2023

Mr. Evan Wright
State Planning Engineer
Mississippi Department of Transportation (MDOT)
Jackson, MS 39215-1850

Re: City of Gulfport Landon Road (US 49 to Coleman Rd)

Dear Evan,

The Gulf Regional Planning Commission (GRPC) has amended the Gulf Coast's FY 2023-2026 Transportation Improvement Program (TIP) to add $1,500,000 federal STBG-TMA funds to Gulfport's Landon Road Project. Construction funds allocated have increased from $2,952,000 to $4,452,000. This amendment was approved by the MPO by poll vote. A public notice and comment period was provided for this amendment with no comment received.

Sincerely,

Kenneth Yarrow
Gulf Regional Planning Commission

CC: Mayor Billy Hewes, Gulfport
Wayne Miller, Gulfport
Jeremy Harrison, Gulfport
Chuck Starita, MDOT
Lee Frederick, MDOT
Lindsey Killebrew, MDOT
Amber Dixon, MDOT
Mack Dowell, MDOT

Kenneth Yarrow

From: Jeremy R. Harrison <jharrison@gulfport-ms.gov>
Sent: Friday, June 23, 2023 11:00 AM
To: Kenneth Yarrow
Cc: Wayne Miller; Lee J. Wood; Tyler Gentry; Natalie Sims; Sherry Beavers
Subject: Landon Road Widening - Project Total Increase

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Kenneth,

As you are aware, the City of Gulfport received construction bids for the subject project on 3/23/2023. A single bid was received in the amount of $4,722,250.25 which was in excess of the engineer's estimate by $1,306,706.70. In accordance with the MDOT, the received bid exceeds the allowable difference for a single bidder and requires the LPA to reject and re-bid. Knowing that costs for construction are steadily climbing and uncertain, I am requesting that an additional $1,500,000.00 be allocated to this project to ensure the new bid/s are within the project budget. Please feel free to contact me with any questions. Thanks for your help with all Gulfport projects and the entire Gulf Coast MPO!

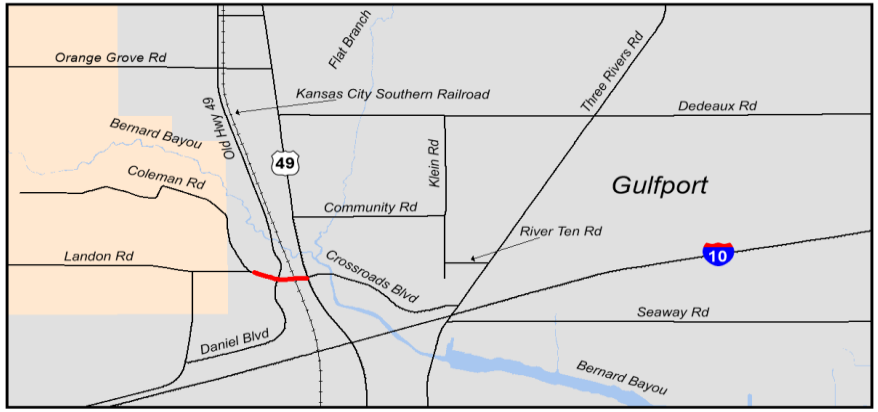
Thank you,

Jeremy R. Harrison, P.E.
Assistant Director of Engineering
4050 Hewes Avenue
Gulfport, MS 39507
voice: (228) 868-5740
fax: (228) 868-5822

Mississippi Gulf Coast Metropolitan Planning Organization

FY2023-2026 Transportation Improvement Program (TIP)

County	Harrison	**Agency**	City of Gulfport
Improvement Type	Capacity	**Project Name**	Landon Road
Project Termini	Hwy 49 to Coleman Road (.25 mile)		
Project Description	Widen Landon Road and add bike/ped facilities. Rail Road diagnostics work.		



FY	Source	Phase	Federal	Local	Total
2020	STP-TMA	RR Dia	$8,000	$2,000	$10,000
2022	STP-TMA	CON/RR	$4,452,000	$1,113,000	$5,565,000
		Project Totals	**$4,460,000**	**$1,115,000**	**$5,575,000**

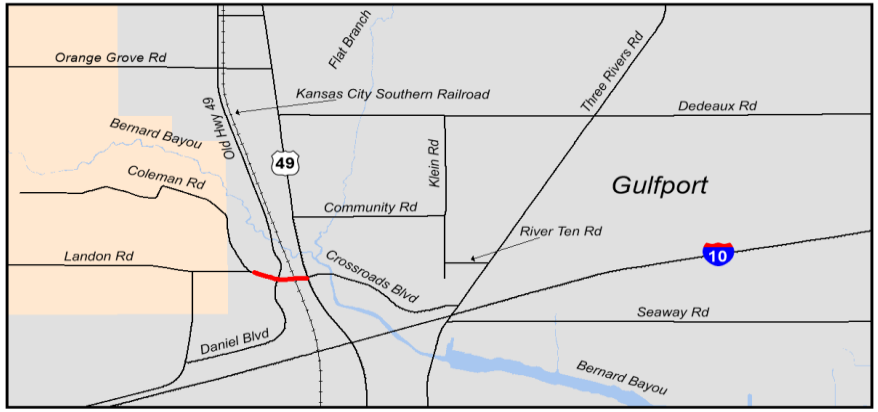
Project Notes					
Action	Add to TIP	Date	6/25/2015	Type	Amend
Remarks	$1,000,000 STP				
Action	Add Funds	Date	8/25/2016	Type	Amend
Remarks	Add $1,208,133 STP				
Action	Change Year	Date	8/25/2016	Type	Mod
Remarks	Advance Construction over FY19 & FY20				
Action	Add Funds	Date	8/23/2018	Type	Amend
Remarks	$751,867 STBG				
Action	Breakout RR	Date	3/20/2019	Type	Mod
Remarks	$8,000 federal				
Action	Move from $ from 2019 to 202(	Date	10/3/2019	Type	Mod
Remarks					
Action	Adjust phase description	Date	12/2/2020	Type	Mod
Remarks					
Action	Move FY	Date	3/30/2022	Type	Mod
Remarks	Move from 2021 to 2022				
Action	Increase funding	Date	8/29/2023	Type	Amend
Remarks	Add $1,500,000 from $2,952,000 to $4,452,000				
Action		Date		Type	
Remarks					

Mississippi Gulf Coast Metropolitan Planning Organization

FY2023-2026 Transportation Improvement Program (TIP)

OLD

County	Harrison	**Agency**	City of Gulfport
Improvement Type	Capacity	**Project Name**	Landon Road
Project Termini	Hwy 49 to Coleman Road (.25 mile)		
Project Description	Widen Landon Road and add bike/ped facilities. Rail Road diagnostics work.		



FY	Source	Phase	Federal	Local	Total
2020	STP-TMA	RR Dia	$8,000	$2,000	$10,000
2022	STP-TMA	CON/RR	$2,952,000	$738,000	$3,690,000
		Project Totals	**$2,960,000**	**$740,000**	**$3,700,000**

Project Notes					
Action	Add to TIP	Date	6/25/2015	Type	Amend
Remarks	$1,000,000 STP				
Action	Add Funds	Date	8/25/2016	Type	Amend
Remarks	Add $1,208,133 STP				
Action	Change Year	Date	8/25/2016	Type	Mod
Remarks	Advance Construction over FY19 & FY20				
Action	Add Funds	Date	8/23/2018	Type	Amend
Remarks	$751,867 STBG				
Action	Breakout RR	Date	3/20/2019	Type	Mod
Remarks	$8,000 federal				
Action	Move from $ from 2019 to 202(	Date	10/3/2019	Type	Mod
Remarks					
Action	Adjust phase description	Date	12/2/2020	Type	Mod
Remarks					
Action	Move FY	Date	3/30/2022	Type	Mod
Remarks	Move from 2021 to 2022				
Action		Date		Type	
Remarks					
Action		Date		Type	
Remarks					

City of Gulfport

Budget Amendment Request

Fund Name	Capital Projects	Council Meeting Date:	11/07/23
Department #	100	Budget Amendment Number:	2024-03
Department Name	Capital Projects		

	Original Budget	Prior Amendments	This Amendment	Revised Budget
Personnel Services	-	-	-	-
Supplies	-	-	-	-
Other Services	-	-	-	-
Capital	25,873,158	-	113,154	25,986,312
Total	**25,873,158**	**-**	**113,154**	**25,986,312**

Total Budget Amendments as a percentage of the total originally adopted budget **0.44%**

SUMMARY:

As requested by the Public Works department, this budget amendment will fund the construction, engineering, and inspection contract with Volkert Inc. for the Landon Rd Widening Project.

10% PUBLICATION RULE:

Per Mississippi state statute, public notice must be provided (in the same manner as the municipality must use for the publication of its final adopted budget) when budget amendments result in a ten percent increase or decrease in a municipal department's total budget. For purposes of determining if a ten percent change has occurred, all amendments made to a department's budget since its budget was originally adopted, or since the last adopted published revision, must be added together.

Is publication required due to this budget amendment?

X **No.** Total budget amendments do not exceed ten percent of the total of either the department's originally adopted budget amendment or its last adopted published revision.

_____ **Yes.** The adopted revision will be published within two weeks of the adoption of this budget amendment.

Memo

Gulfport Police Department

To: Todd Harmon, Director of Finance

Cc: Adam Cooper, Chief of Police

From: April Gingerella, Grants Manager

Date: October 13, 2023

Re: Budget Amendment

Alcohol DUI Enforcement (154AL)

Grant Identifier: 154AL-2024-ST-21-41

MS Department of Public Safety, Division of Public Safety, Office of Highway Safety.

Contact: LeKisha Noel 601-391-4920

Line Item	Expenses	Revenue
214-600400-Overtime	$7,615.04	
010-214-450100- Revenue		$7,615.04
Totals	**$7,615.04**	**$7,615.04**

Please place this item on the City Council Agenda meeting.

City of Gulfport

Budget Amendment Request

Fund Name	General Fund	Council Meeting Date:	11/07/24
Department #	214	Budget Amendment Number:	2024-04
Department Name	Police		

	Original Budget	Prior Amendments	This Amendment	Revised Budget
Grant Revenue	200,000	-	7,615	207,615
Personnel Services	18,019,741	-	7,615	18,027,356
Supplies	1,844,706	-	-	1,844,706
Other Services	2,408,830	-	-	2,408,830
Capital	162,000	-	-	162,000
Total Expenditures	**22,435,277**	**-**	**7,615**	**22,442,892**

Total Budget Amendments as a percentage of the total originally adopted budget **0.03%**

SUMMARY:

As requested by the Police Department, this budget amendment appropriates funds for the DUI enforcement grant.

10% PUBLICATION RULE:

Per Mississippi state statute, public notice must be provided (in the same manner as the municipality must use for the publication of its final adopted budget) when budget amendments result in a ten percent increase or decrease in a municipal department's total budget. For purposes of determining if a ten percent change has occurred, all amendments made to a department's budget since its budget was originally adopted, or since the last adopted published revision, must be added together.

Is publication required due to this budget amendment?

X **No.** Total budget amendments do not exceed ten percent of the total of either the department's originally adopted budget amendment or its last adopted published revision.

_____ **Yes.** The adopted revision will be published within two weeks of the adoption of this budget amendment.

Memo

Gulfport Police Department

To: Todd Harmon, Director of Finance

Cc: Adam Cooper, Chief of Police

From: April Gingerella, Grants Manager

Date: October 13, 2023

Re: Budget Amendment

Police Traffic Services

Grant Identifier: PT-2024-PT-21-41

MS Department of Public Safety, Division of Public Safety, Office of Highway Safety.

Contact: LeKisha Noel 601-391-4920

Line Item	Amount Awarded	Revenue
214-600400-Overtime	20,027.83	
214-630100- Capital ($12,522.00) / Shipping ($120.00)	12,642.00	
010-214-450100- Revenue		32,669.83
Totals	**32,669.83**	**32,669.83**

Please place this item on the next City Council Agenda meeting, so that these funds may be expended according to all local, state and federal regulations.

Your consideration of this request is greatly appreciated.

City of Gulfport

Budget Amendment Request

Fund Name	General Fund	Council Meeting Date:	11/07/24
Department #	214	Budget Amendment Number:	2024-05
Department Name	Police		

	Original Budget	Prior Amendments	This Amendment	Revised Budget
Grant Revenue	200,000	7,615	32,670	240,285
Personnel Services	18,019,741	7,615	20,028	18,047,384
Supplies	1,844,706	-	-	1,844,706
Other Services	2,408,830	-	-	2,408,830
Capital	162,000	-	12,642	174,642
Total Expenditures	**22,435,277**	**7,615**	**32,670**	**22,475,562**

Total Budget Amendments as a percentage of the total originally adopted budget **0.18%**

SUMMARY:

As requested by the Police Department, this budget amendment appropriates funds for the Traffic Grant.

10% PUBLICATION RULE:

Per Mississippi state statute, public notice must be provided (in the same manner as the municipality must use for the publication of its final adopted budget) when budget amendments result in a ten percent increase or decrease in a municipal department's total budget. For purposes of determining if a ten percent change has occurred, all amendments made to a department's budget since its budget was originally adopted, or since the last adopted published revision, must be added together.

Is publication required due to this budget amendment?

X **No.** Total budget amendments do not exceed ten percent of the total of either the department's originally adopted budget amendment or its last adopted published revision.

_____ **Yes.** The adopted revision will be published within two weeks of the adoption of this budget amendment.

Memo

Gulfport Police Department

To: Todd Harman, Director of Finance

Cc: Adam Cooper, Chief of Police

From: April Gingerella, Grants Manager

Date: October 17, 2023

Re: Budget Amendment

Grant Identifier: 21LE202 - FY21 HSGP EMW-2021-SS-00014
MS Office of Homeland Security
Contact: Beth Lofton (601-987-1232)

Line Item	Expenses	Revenue
214-630100 – Capital	$50,000.00	
010-214-450100- Revenue		$50,000.00
Totals	**$50,000.00**	**$50,000.00**

City of Gulfport

Budget Amendment Request

Fund Name	General Fund	Council Meeting Date:	11/07/24
Department #	214	Budget Amendment Number:	2024-06
Department Name	Police		

	Original Budget	Prior Amendments	This Amendment	Revised Budget
Grant Revenue	200,000	40,285	50,000	290,285
Personnel Services	18,019,741	27,643	-	18,047,384
Supplies	1,844,706	-	-	1,844,706
Other Services	2,408,830	-	-	2,408,830
Capital	162,000	12,642	50,000	224,642
Total Expenditures	**22,435,277**	**40,285**	**50,000**	**22,525,562**

Total Budget Amendments as a percentage of the total originally adopted budget **0.40%**

SUMMARY:

As requested by the Police Department, this budget amendment appropriates funds for the Homeland Security Grant.

10% PUBLICATION RULE:

Per Mississippi state statute, public notice must be provided (in the same manner as the municipality must use for the publication of its final adopted budget) when budget amendments result in a ten percent increase or decrease in a municipal department's total budget. For purposes of determining if a ten percent change has occurred, all amendments made to a department's budget since its budget was originally adopted, or since the last adopted published revision, must be added together.

Is publication required due to this budget amendment?

X **No.** Total budget amendments do not exceed ten percent of the total of either the department's originally adopted budget amendment or its last adopted published revision.

_____ **Yes.** The adopted revision will be published within two weeks of the adoption of this budget amendment.

Gulfport Police Department

Memo

To: Todd Harmon, Director of Finance

Cc: Adam Cooper, Chief of Police

From: April Gingerella, Grants Manager

Date: October 13, 2023

Re: Budget –JAG Program Grant 15BJA-23-03572-JAGX

FY 2023 Edward Byrne Memorial Justice Assistance Grant Program

Grant Identifier: 15BJA-23-03572-JAGX

Contact: Wai Yee Tsang-White
Wai.Yee.Tsang-White@usdoj.gov

Line Item	Expenses	Revenue
Communication Equipment 214-630500 (project code)	$42,925.00	
Contractual 214-620900 (Harrison County and Biloxi)	$43,806.00	
010-214-450100- Revenue	**$86,731.00**	**$86,731.00**

Please place this item on the next City Council Agenda so that these funds may be expended according to all local, state and federal regulations.

City of Gulfport

Budget Amendment Request

Fund Name	General Fund	Council Meeting Date:	11/07/24
Department #	214	Budget Amendment Number:	2024-07
Department Name	Police		

	Original Budget	Prior Amendments	This Amendment	Revised Budget
Grant Revenue	200,000	90,285	86,731	377,016
Personnel Services	18,019,741	27,643	-	18,047,384
Supplies	1,844,706	-	-	1,844,706
Other Services	2,408,830	-	43,806	2,452,636
Capital	162,000	62,642	42,925	267,567
Total Expenditures	**22,435,277**	**90,285**	**86,731**	**22,612,293**

Total Budget Amendments as a percentage of the total originally adopted budget **0.79%**

SUMMARY:

As requested by the Police Department, this budget amendment appropriates funds for the Edward Byrne JAG Grant.

10% PUBLICATION RULE:

Per Mississippi state statute, public notice must be provided (in the same manner as the municipality must use for the publication of its final adopted budget) when budget amendments result in a ten percent increase or decrease in a municipal department's total budget. For purposes of determining if a ten percent change has occurred, all amendments made to a department's budget since its budget was originally adopted, or since the last adopted published revision, must be added together.

Is publication required due to this budget amendment?

X **No.** Total budget amendments do not exceed ten percent of the total of either the department's originally adopted budget amendment or its last adopted published revision.

_____ **Yes.** The adopted revision will be published within two weeks of the adoption of this budget amendment.

Gulfport Police Department

Memo

To: Mayor Billy Hewes and City Council Members

From: Chief Adam Cooper

Date: October 12, 2023

Re: Budget Amendment

The following check was issued to the City of Gulfport from PropertyRoom.com. I request your permission to place these funds in the account below.

Check Number (65922) amount of $2,423.91

Account Number	Increase Amount	Increase Amount
Police Revenue 010-502500		$2,423.91
Photo & Fingerprint 213-615200	$2,423.91	
TOTAL	**$2,423.91**	**$2,423.91**

I appreciate your help. If you have questions, please call.

City of Gulfport

Budget Amendment Request

Fund Name	General Fund	Council Meeting Date:	11/07/24
Department #	213	Budget Amendment Number:	2024-08
Department Name	Police		

	Original Budget	Prior Amendments	This Amendment	Revised Budget
Charges for Services	5,250,000	-	2,424	5,252,424
Personnel Services	18,019,741	27,643	-	18,047,384
Supplies	1,844,706	-	2,424	1,847,130
Other Services	2,408,830	43,806	-	2,452,636
Capital	162,000	105,567	-	267,567
Total Expenditures	**22,435,277**	**177,016**	**2,424**	**22,614,717**

Total Budget Amendments as a percentage of the total originally adopted budget **0.80%**

SUMMARY:

As requested by the Police Department, this budget amendment appropriates funds associated with a check received from PropertyRoom.com.

10% PUBLICATION RULE:

Per Mississippi state statute, public notice must be provided (in the same manner as the municipality must use for the publication of its final adopted budget) when budget amendments result in a ten percent increase or decrease in a municipal department's total budget. For purposes of determining if a ten percent change has occurred, all amendments made to a department's budget since its budget was originally adopted, or since the last adopted published revision, must be added together.

Is publication required due to this budget amendment?

X **No.** Total budget amendments do not exceed ten percent of the total of either the department's originally adopted budget amendment or its last adopted published revision.

_____ **Yes.** The adopted revision will be published within two weeks of the adoption of this budget amendment.

Gulfport Police Department

Memo

To: Mayor Billy Hewes and City Council Members

From: Chief Adam Cooper

Date: October 12, 2023

Re: **Budget Amendment**

The following check was issued to the City of Gulfport from Southern Recycling LLC. I request your permission to place these funds in the account below.

Check number (13037624) amount of $499.95

Line Item	Decrease	Increase
Police Revenue 010-502500	499.95	
Motor Vehicle Repairs 213-611300		499.95
Total	499.95	499.95

I appreciate your help. If you have any questions, please call.

City of Gulfport

Budget Amendment Request

Fund Name	General Fund	Council Meeting Date:	11/07/24
Department #	213	Budget Amendment Number:	2024-09
Department Name	Police		

	Original Budget	Prior Amendments	This Amendment	Revised Budget
Charges for Services	5,250,000	2,424	500	5,252,924
Personnel Services	18,019,741	27,643	-	18,047,384
Supplies	1,844,706	2,424	500	1,847,630
Other Services	2,408,830	43,806	-	2,452,636
Capital	162,000	105,567	-	267,567
Total Expenditures	**22,435,277**	**179,440**	**500**	**22,615,217**

Total Budget Amendments as a percentage of the total originally adopted budget **0.80%**

SUMMARY:

As requested by the Police Department, this budget amendment appropriates funds associated with a check received from Southern Recycling LLC.

10% PUBLICATION RULE:

Per Mississippi state statute, public notice must be provided (in the same manner as the municipality must use for the publication of its final adopted budget) when budget amendments result in a ten percent increase or decrease in a municipal department's total budget. For purposes of determining if a ten percent change has occurred, all amendments made to a department's budget since its budget was originally adopted, or since the last adopted published revision, must be added together.

Is publication required due to this budget amendment?

X **No.** Total budget amendments do not exceed ten percent of the total of either the department's originally adopted budget amendment or its last adopted published revision.

_____ **Yes.** The adopted revision will be published within two weeks of the adoption of this budget amendment.

Memo

Gulfport Police Department

To: Todd Harman

Cc: Adam Cooper, Chief of Police

From: April Gingerella

Date: October 23, 2023

Re: New Budget Amendment

Grant Identifier: 21-PS-2141 (15PBJA-21-GG-03037-GUNP)
MS Office of Justice Programs
Contact: Sharon Nguyen (601-977-3756)

Line Item	Expenses	Revenue
214-630100 – Capital	$16,550.00	
010-214-450100- Revenue		$16,550.00
Totals	**$16,550.00**	**$16,550.00**

Request project code for tracking purposes.

City of Gulfport

Budget Amendment Request

Fund Name	General Fund	Council Meeting Date:	11/07/24
Department #	213	Budget Amendment Number:	2024-10
Department Name	Police		

	Original Budget	Prior Amendments	This Amendment	Revised Budget
Grant Revenue	200,000	177,016	16,550	393,566
Personnel Services	18,019,741	27,643	-	18,047,384
Supplies	1,844,706	2,924	-	1,847,630
Other Services	2,408,830	43,806	-	2,452,636
Capital	162,000	105,567	16,550	284,117
Total Expenditures	**22,435,277**	**179,940**	**16,550**	**22,631,767**

Total Budget Amendments as a percentage of the total originally adopted budget **0.88%**

SUMMARY:

As requested by the Police Department, this budget amendment appropriates funds for the Project Safe Neighborhoods Grant.

10% PUBLICATION RULE:

Per Mississippi state statute, public notice must be provided (in the same manner as the municipality must use for the publication of its final adopted budget) when budget amendments result in a ten percent increase or decrease in a municipal department's total budget. For purposes of determining if a ten percent change has occurred, all amendments made to a department's budget since its budget was originally adopted, or since the last adopted published revision, must be added together.

Is publication required due to this budget amendment?

X **No.** Total budget amendments do not exceed ten percent of the total of either the department's originally adopted budget amendment or its last adopted published revision.

_____ **Yes.** The adopted revision will be published within two weeks of the adoption of this budget amendment.

Gulfport Police Department

Memo

To: Mayor Billy Hewes and City Council Members

From: Chief Adam Cooper

Date: October 25, 2023

Re: Budget Amendment

The following check was issued to the City of Gulfport from PropertyRoom.com. I request your permission to place these funds in the account below.

Check Number (66013) amount of $691.01

Account Number	Increase Amount	Increase Amount
Police Revenue 010-502500		691.01
Photo & Fingerprint 213-615200	691.01	
TOTAL	**691.01**	**691.01**

I appreciate your help. If you have questions, please call.

City of Gulfport

Budget Amendment Request

Fund Name	General Fund	Council Meeting Date:	11/07/24
Department #	213	Budget Amendment Number:	2024-11
Department Name	Police		

	Original Budget	Prior Amendments	This Amendment	Revised Budget
Charges for Services	5,250,000	2,924	691	5,253,615
Personnel Services	18,019,741	27,643	-	18,047,384
Supplies	1,844,706	2,924	691	1,848,321
Other Services	2,408,830	43,806	-	2,452,636
Capital	162,000	122,117	-	284,117
Total Expenditures	**22,435,277**	**196,490**	**691**	**22,632,458**

Total Budget Amendments as a percentage of the total originally adopted budget **0.88%**

SUMMARY:

As requested by the Police Department, this budget amendment appropriates funds associated with a check received from PropertyRoom.com.

10% PUBLICATION RULE:

Per Mississippi state statute, public notice must be provided (in the same manner as the municipality must use for the publication of its final adopted budget) when budget amendments result in a ten percent increase or decrease in a municipal department's total budget. For purposes of determining if a ten percent change has occurred, all amendments made to a department's budget since its budget was originally adopted, or since the last adopted published revision, must be added together.

Is publication required due to this budget amendment?

X **No.** Total budget amendments do not exceed ten percent of the total of either the department's originally adopted budget amendment or its last adopted published revision.

_____ **Yes.** The adopted revision will be published within two weeks of the adoption of this budget amendment.

Gulfport Police Department

Memo

To: Mayor Billy Hewes

From: Chief Adam Cooper

Date: October 25, 2023

Re: Increase Line Item

The following check was issued by Connie Ladner's office Circuit Clerk of Harrison County for Restitution for drug related arrests.

Check number (51589) amount of $525.50 (GPD cases)

I request your permission to place these funds in the account below:

Account Number	Increase Amount	Increase Amount
Forfeiture and Seizure County and Local Shared **Vehicles- 277-*630200***	$525.50	
County/Local Shared Revenue 275-493100		$525.50

This amendment must be spread on the Council minutes so the funds can be spent according to federal, state and local statutes. Therefore, I ask that you place this on the next Council agenda.

City of Gulfport

Budget Amendment Request

Fund Name	Forfeitures and Seizures	Council Meeting Date:	11/07/24
Department #	277	Budget Amendment Number:	2024-12
Department Name	Forfeitures and Seizures		

	Original Budget	Prior Amendments	This Amendment	Revised Budget
Intergovernmental	-	-	526	526
Personnel Services	-	-	-	-
Supplies	95,924	-	-	95,924
Other Services	6,527	-	-	6,527
Capital	551,725	-	526	552,251
Total Expenditures	**654,176**	**-**	**526**	**654,702**

Total Budget Amendments as a percentage of the total originally adopted budget **0.08%**

SUMMARY:

As requested by the Police Department, this budget amendment appropriates funds associated with a check received from the Circuit Clerk of Harrsion County for drug related restitution.

10% PUBLICATION RULE:

Per Mississippi state statute, public notice must be provided (in the same manner as the municipality must use for the publication of its final adopted budget) when budget amendments result in a ten percent increase or decrease in a municipal department's total budget. For purposes of determining if a ten percent change has occurred, all amendments made to a department's budget since its budget was originally adopted, or since the last adopted published revision, must be added together.

Is publication required due to this budget amendment?

X **No.** Total budget amendments do not exceed ten percent of the total of either the department's originally adopted budget amendment or its last adopted published revision.

_____ **Yes.** The adopted revision will be published within two weeks of the adoption of this budget amendment.

Gulfport Police Department

Memo

To: Mayor Billy Hewes

From: Chief Adam Cooper

Date: October 25, 2023

Re: **Budget Amendment**

The following check was issued to the City of Gulfport from PropertyRoom.com and I request your permission to place these funds in the account below.

Check number (66012) amount of $92.83

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Line Item	Increase	Increase
Police Revenue 010-502500	92.83	
Forfeiture and Seizure County and Local Shared **Capital Outlay – 277-630100**		92.83
Total	**92.83**	**92.83**

I appreciate your help. If you have any questions, please call.

City of Gulfport

Budget Amendment Request

Fund Name	Forfeitures and Seizures	Council Meeting Date:	11/07/24
Department #	277	Budget Amendment Number:	2024-13
Department Name	Forfeitures and Seizures		

	Original Budget	Prior Amendments	This Amendment	Revised Budget
Charges for Services	-	-	93	93
Personnel Services	-	-	-	-
Supplies	95,924	-	-	95,924
Other Services	6,527	-	-	6,527
Capital	551,725	526	93	552,344
Total Expenditures	**654,176**	**526**	**93**	**654,795**

Total Budget Amendments as a percentage of the total originally adopted budget **0.09%**

SUMMARY:

As requested by the Police Department, this budget amendment appropriates funds associated with a check received from PropertyRoom.com.

10% PUBLICATION RULE:

Per Mississippi state statute, public notice must be provided (in the same manner as the municipality must use for the publication of its final adopted budget) when budget amendments result in a ten percent increase or decrease in a municipal department's total budget. For purposes of determining if a ten percent change has occurred, all amendments made to a department's budget since its budget was originally adopted, or since the last adopted published revision, must be added together.

Is publication required due to this budget amendment?

X **No.** Total budget amendments do not exceed ten percent of the total of either the department's originally adopted budget amendment or its last adopted published revision.

_____ **Yes.** The adopted revision will be published within two weeks of the adoption of this budget amendment.

EVENTS DEPARTMENT

P.O. Box 1780
Gulfport, MS 39502
Phone: 228-868-5789

MEMORANDUM

TO: Todd Harman

CC: City Councilmembers
Billy Hewes, Mayor
Leonard Papania, Chief Administrative Officer

FROM: William Lehman, Special Events Manager

DATE: October 29th, 2023

RE: Budget Amendment – Gulfport Harbor Lights Winter Festival 2023

The Events Department requests a budget amendment to move Capital monies to Contractual monies. We request this transfer because of the rising cost of services being provided. In years past, the city has utilized majority of Leisure Services resources. For the 2023 Gulfport Harbor Lights Winter Festival, we have turned majority to contract labor. These monies are within the FY 24 approved budget and no new monies are being requested.

Decrease:	447-630100	($180,000.00)
Increase:	447-620900	$180,000.00

Thank you in advance for your consideration. Please reach out if you have any questions.

William Lehman
Special Events Manager
Office of the CAO

City of Gulfport

Budget Amendment Request

Fund Name	Harbor Lights	Council Meeting Date:	11/07/24
Department #	447	Budget Amendment Number:	2024-14
Department Name	Harbor Lights		

	Original Budget	Prior Amendments	This Amendment	Revised Budget
Charges for Services	-	-	-	-
Personnel Services	627,661	-	-	627,661
Supplies	128,000	-	-	128,000
Contractual Services	621,500	-	180,000	801,500
Capital	300,000	-	(180,000)	120,000
Total Expenditures	**1,677,161**	**-**	**-**	**1,677,161**

Total Budget Amendments as a percentage of the total originally adopted budget **0.00%**

SUMMARY:

As requested by the Events Department, this budget amendment reallocates funding from Capital purchases to Contractual Services purchases.

10% PUBLICATION RULE:

Per Mississippi state statute, public notice must be provided (in the same manner as the municipality must use for the publication of its final adopted budget) when budget amendments result in a ten percent increase or decrease in a municipal department's total budget. For purposes of determining if a ten percent change has occurred, all amendments made to a department's budget since its budget was originally adopted, or since the last adopted published revision, must be added together.

Is publication required due to this budget amendment?

X **No.** Total budget amendments do not exceed ten percent of the total of either the department's originally adopted budget amendment or its last adopted published revision.

_____ **Yes.** The adopted revision will be published within two weeks of the adoption of this budget amendment.

City of Gulfport

Budget Amendment Request

Fund Name	General Fund	Council Meeting Date:	11/07/23
Department #	145	Budget Amendment Number:	2024-15A
Department Name	Gen Admin and Finance		

	Original Budget	Prior Amendments	This Amendment	Revised Budget
Personnel Services	1,669,808	-	-	1,669,808
Supplies	68,005	-	32,763	100,768
Other Services	1,407,275	-	68,992	1,476,267
Capital	-	-	4,590	4,590
Total Expenditures	**3,145,088**	**-**	**106,345**	**3,251,433**

Total Budget Amendments as a percentage of the total originally adopted budget **3.38%**

SUMMARY:

This budget amendment represents rollover purchase orders. The encumbered FY2023 funds need rolled to FY2024 because these expenses will be paid in FY2024.

10% PUBLICATION RULE:

Per Mississippi state statute, public notice must be provided (in the same manner as the municipality must use for the publication of its final adopted budget) when budget amendments result in a ten percent increase or decrease in a municipal department's total budget. For purposes of determining if a ten percent change has occurred, all amendments made to a department's budget since its budget was originally adopted, or since the last adopted published revision, must be added together.

Is publication required due to this budget amendment?

X **No.** Total budget amendments do not exceed ten percent of the total of either the department's originally adopted budget amendment or its last adopted published revision.

_____ **Yes.** The adopted revision will be published within two weeks of the adoption of this budget amendment.

City of Gulfport

Budget Amendment Request

Fund Name	General Fund	Council Meeting Date:	11/07/23
Department #	150	Budget Amendment Number:	2024-15B
Department Name	Information Technology		

	Original Budget	Prior Amendments	This Amendment	Revised Budget
Personnel Services	994,409	-	-	994,409
Supplies	51,000	-	-	51,000
Other Services	1,455,000	-	9,108	1,464,108
Capital	-	-	-	-
Total Expenditures	**2,500,409**	**-**	**9,108**	**2,509,517**

Total Budget Amendments as a percentage of the total originally adopted budget	**0.36%**

SUMMARY:

This budget amendment represents rollover purchase orders. The encumbered FY2023 funds need rolled to FY2024 because these expenses will be paid in FY2024.

10% PUBLICATION RULE:

Per Mississippi state statute, public notice must be provided (in the same manner as the municipality must use for the publication of its final adopted budget) when budget amendments result in a ten percent increase or decrease in a municipal department's total budget. For purposes of determining if a ten percent change has occurred, all amendments made to a department's budget since its budget was originally adopted, or since the last adopted published revision, must be added together.

Is publication required due to this budget amendment?

X **No.** Total budget amendments do not exceed ten percent of the total of either the department's originally adopted budget amendment or its last adopted published revision.

_____ **Yes.** The adopted revision will be published within two weeks of the adoption of this budget amendment.

City of Gulfport

Budget Amendment Request

Fund Name	General Fund	Council Meeting Date:	11/07/23
Department #	213	Budget Amendment Number:	2024-15C
Department Name	Police		

	Original Budget	Prior Amendments	This Amendment	Revised Budget
Personnel Services	18,019,741	27,643	-	18,047,384
Supplies	1,844,706	3,615	39,555	1,887,876
Other Services	2,408,830	43,806	48,436	2,501,072
Capital	162,000	122,117	3,500	287,617
Total Expenditures	**22,435,277**	**197,181**	**91,491**	**22,723,949**

Total Budget Amendments as a percentage of the total originally adopted budget **1.29%**

SUMMARY:

This budget amendment represents rollover purchase orders. The encumbered FY2023 funds need rolled to FY2024 because these expenses will be paid in FY2024.

10% PUBLICATION RULE:

Per Mississippi state statute, public notice must be provided (in the same manner as the municipality must use for the publication of its final adopted budget) when budget amendments result in a ten percent increase or decrease in a municipal department's total budget. For purposes of determining if a ten percent change has occurred, all amendments made to a department's budget since its budget was originally adopted, or since the last adopted published revision, must be added together.

Is publication required due to this budget amendment?

X **No.** Total budget amendments do not exceed ten percent of the total of either the department's originally adopted budget amendment or its last adopted published revision.

_____ **Yes.** The adopted revision will be published within two weeks of the adoption of this budget amendment.

City of Gulfport

Budget Amendment Request

Fund Name	General Fund	Council Meeting Date:	11/07/23
Department #	290	Budget Amendment Number:	2024-15D
Department Name	Fire		

	Original Budget	Prior Amendments	This Amendment	Revised Budget
Personnel Services	13,013,981	-	-	13,013,981
Supplies	946,363	-	27,810	974,173
Other Services	636,516	-	7,749	644,265
Capital	177,000	-	185,892	362,892
Total Expenditures	**14,773,860**	**-**	**221,451**	**14,995,311**

Total Budget Amendments as a percentage of the total originally adopted budget **1.50%**

SUMMARY:

This budget amendment represents rollover purchase orders. The encumbered FY2023 funds need rolled to FY2024 because these expenses will be paid in FY2024.

10% PUBLICATION RULE:

Per Mississippi state statute, public notice must be provided (in the same manner as the municipality must use for the publication of its final adopted budget) when budget amendments result in a ten percent increase or decrease in a municipal department's total budget. For purposes of determining if a ten percent change has occurred, all amendments made to a department's budget since its budget was originally adopted, or since the last adopted published revision, must be added together.

Is publication required due to this budget amendment?

X **No.** Total budget amendments do not exceed ten percent of the total of either the department's originally adopted budget amendment or its last adopted published revision.

_____ **Yes.** The adopted revision will be published within two weeks of the adoption of this budget amendment.

City of Gulfport

Budget Amendment Request

Fund Name	General Fund	Council Meeting Date:	11/07/23
Department #	411	Budget Amendment Number:	2024-15E
Department Name	Leisure Services		

	Original Budget	Prior Amendments	This Amendment	Revised Budget
Personnel Services	3,500,453	-	-	3,500,453
Supplies	955,357	-	14,916	970,273
Other Services	2,668,710	-	-	2,668,710
Capital	459,044	-	35,547	494,591
Total Expenditures	**7,583,564**	**-**	**50,463**	**7,634,027**

Total Budget Amendments as a percentage of the total originally adopted budget **0.67%**

SUMMARY:

This budget amendment represents rollover purchase orders. The encumbered FY2023 funds need rolled to FY2024 because these expenses will be paid in FY2024.

10% PUBLICATION RULE:

Per Mississippi state statute, public notice must be provided (in the same manner as the municipality must use for the publication of its final adopted budget) when budget amendments result in a ten percent increase or decrease in a municipal department's total budget. For purposes of determining if a ten percent change has occurred, all amendments made to a department's budget since its budget was originally adopted, or since the last adopted published revision, must be added together.

Is publication required due to this budget amendment?

X **No.** Total budget amendments do not exceed ten percent of the total of either the department's originally adopted budget amendment or its last adopted published revision.

_____ **Yes.** The adopted revision will be published within two weeks of the adoption of this budget amendment.

City of Gulfport

Budget Amendment Request

Fund Name	General Fund	Council Meeting Date:	11/07/23
Department #	415	Budget Amendment Number:	2024-15F
Department Name	Building Maintenance		

	Original Budget	Prior Amendments	This Amendment	Revised Budget
Personnel Services	281,774	-	-	281,774
Supplies	47,500	-	-	47,500
Other Services	170,210	-	842	171,052
Capital	75,000	-	-	75,000
Total Expenditures	**574,484**	**-**	**842**	**575,326**

Total Budget Amendments as a percentage of the total originally adopted budget **0.15%**

SUMMARY:

This budget amendment represents rollover purchase orders. The encumbered FY2023 funds need rolled to FY2024 because these expenses will be paid in FY2024.

10% PUBLICATION RULE:

Per Mississippi state statute, public notice must be provided (in the same manner as the municipality must use for the publication of its final adopted budget) when budget amendments result in a ten percent increase or decrease in a municipal department's total budget. For purposes of determining if a ten percent change has occurred, all amendments made to a department's budget since its budget was originally adopted, or since the last adopted published revision, must be added together.

Is publication required due to this budget amendment?

X **No.** Total budget amendments do not exceed ten percent of the total of either the department's originally adopted budget amendment or its last adopted published revision.

_____ **Yes.** The adopted revision will be published within two weeks of the adoption of this budget amendment.

City of Gulfport

Budget Amendment Request

Fund Name	Water Sewer Fund	Council Meeting Date:	11/07/23
Department #	811	Budget Amendment Number:	2024-15G
Department Name	Utility Billing		

	Original Budget	Prior Amendments	This Amendment	Revised Budget
Personnel Services	1,272,547	-	-	1,272,547
Supplies	85,000	-	537	85,537
Other Services	4,250,000	-	117,184	4,367,184
Capital	200,000	-	-	200,000
Total Expenditures	**5,807,547**	**-**	**117,721**	**5,925,268**

Total Budget Amendments as a percentage of the total originally adopted budget **2.03%**

SUMMARY:

This budget amendment represents rollover purchase orders. The encumbered FY2023 funds need rolled to FY2024 because these expenses will be paid in FY2024.

10% PUBLICATION RULE:

Per Mississippi state statute, public notice must be provided (in the same manner as the municipality must use for the publication of its final adopted budget) when budget amendments result in a ten percent increase or decrease in a municipal department's total budget. For purposes of determining if a ten percent change has occurred, all amendments made to a department's budget since its budget was originally adopted, or since the last adopted published revision, must be added together.

Is publication required due to this budget amendment?

X **No.** Total budget amendments do not exceed ten percent of the total of either the department's originally adopted budget amendment or its last adopted published revision.

_____ **Yes.** The adopted revision will be published within two weeks of the adoption of this budget amendment.

City of Gulfport

Budget Amendment Request

Fund Name	Water Sewer Fund	Council Meeting Date:	11/07/23
Department #	815	Budget Amendment Number:	2024-15H
Department Name	Water Operations		

	Original Budget	Prior Amendments	This Amendment	Revised Budget
Personnel Services	63,740	-	-	63,740
Supplies	2,147,000	-	44,049	2,191,049
Other Services	5,914,744	-	3,767	5,918,511
Capital	100,000	-	-	100,000
Total Expenditures	**8,225,484**	**-**	**47,816**	**8,273,300**

Total Budget Amendments as a percentage of the total originally adopted budget **0.58%**

SUMMARY:

This budget amendment represents rollover purchase orders. The encumbered FY2023 funds need rolled to FY2024 because these expenses will be paid in FY2024.

10% PUBLICATION RULE:

Per Mississippi state statute, public notice must be provided (in the same manner as the municipality must use for the publication of its final adopted budget) when budget amendments result in a ten percent increase or decrease in a municipal department's total budget. For purposes of determining if a ten percent change has occurred, all amendments made to a department's budget since its budget was originally adopted, or since the last adopted published revision, must be added together.

Is publication required due to this budget amendment?

X **No.** Total budget amendments do not exceed ten percent of the total of either the department's originally adopted budget amendment or its last adopted published revision.

_____ **Yes.** The adopted revision will be published within two weeks of the adoption of this budget amendment.

City of Gulfport

Budget Amendment Request

Fund Name	Water Sewer Fund	Council Meeting Date:	11/07/23
Department #	825	Budget Amendment Number:	2024-15I
Department Name	Sewer Operations		

	Original Budget	Prior Amendments	This Amendment	Revised Budget
Personnel Services	60,833	-	-	60,833
Supplies	1,600,000	-	17,413	1,617,413
Other Services	4,361,444	-	8,260	4,369,704
Capital	100,000	-	2,755	102,755
Total Expenditures	**6,122,277**	**-**	**28,428**	**6,150,705**

Total Budget Amendments as a percentage of the total originally adopted budget **0.46%**

SUMMARY:

This budget amendment represents rollover purchase orders. The encumbered FY2023 funds need rolled to FY2024 because these expenses will be paid in FY2024.

10% PUBLICATION RULE:

Per Mississippi state statute, public notice must be provided (in the same manner as the municipality must use for the publication of its final adopted budget) when budget amendments result in a ten percent increase or decrease in a municipal department's total budget. For purposes of determining if a ten percent change has occurred, all amendments made to a department's budget since its budget was originally adopted, or since the last adopted published revision, must be added together.

Is publication required due to this budget amendment?

X **No.** Total budget amendments do not exceed ten percent of the total of either the department's originally adopted budget amendment or its last adopted published revision.

_____ **Yes.** The adopted revision will be published within two weeks of the adoption of this budget amendment.

City of Gulfport

Budget Amendment Request

Fund Name	Water Sewer Fund	Council Meeting Date:	11/07/23
Department #	849	Budget Amendment Number:	2024-15J
Department Name	Water Sewer Projects		

	Original Budget	Prior Amendments	This Amendment	Revised Budget
Personnel Services	-	-	-	-
Supplies	-	-	-	-
Other Services	-	-	-	-
Capital	2,200,000	-	400	2,200,400
Total Expenditures	**2,200,000**	**-**	**400**	**2,200,400**

Total Budget Amendments as a percentage of the total originally adopted budget **0.02%**

SUMMARY:

This budget amendment represents rollover purchase orders. The encumbered FY2023 funds need rolled to FY2024 because these expenses will be paid in FY2024.

10% PUBLICATION RULE:

Per Mississippi state statute, public notice must be provided (in the same manner as the municipality must use for the publication of its final adopted budget) when budget amendments result in a ten percent increase or decrease in a municipal department's total budget. For purposes of determining if a ten percent change has occurred, all amendments made to a department's budget since its budget was originally adopted, or since the last adopted published revision, must be added together.

Is publication required due to this budget amendment?

X **No.** Total budget amendments do not exceed ten percent of the total of either the department's originally adopted budget amendment or its last adopted published revision.

_____ **Yes.** The adopted revision will be published within two weeks of the adoption of this budget amendment.

City of Gulfport

Budget Amendment Request

Fund Name	Harbor Operations	Council Meeting Date:	11/07/23
Department #	445	Budget Amendment Number:	2024-15K
Department Name	Harbor Operations		

	Original Budget	Prior Amendments	This Amendment	Revised Budget
Personnel Services	484,794	-	-	484,794
Supplies	550,000	-	20,480	570,480
Other Services	450,000	-	-	450,000
Capital	9,325	-	-	9,325
Total Expenditures	**1,494,119**	**-**	**20,480**	**1,514,599**

Total Budget Amendments as a percentage of the total originally adopted budget **1.37%**

SUMMARY:

This budget amendment represents rollover purchase orders. The encumbered FY2023 funds need rolled to FY2024 because these expenses will be paid in FY2024.

10% PUBLICATION RULE:

Per Mississippi state statute, public notice must be provided (in the same manner as the municipality must use for the publication of its final adopted budget) when budget amendments result in a ten percent increase or decrease in a municipal department's total budget. For purposes of determining if a ten percent change has occurred, all amendments made to a department's budget since its budget was originally adopted, or since the last adopted published revision, must be added together.

Is publication required due to this budget amendment?

X **No.** Total budget amendments do not exceed ten percent of the total of either the department's originally adopted budget amendment or its last adopted published revision.

_____ **Yes.** The adopted revision will be published within two weeks of the adoption of this budget amendment.

City of Gulfport

Budget Amendment Request

Fund Name	Harbor Lights	Council Meeting Date:	11/07/23
Department #	447	Budget Amendment Number:	2024-15L
Department Name	Harbor Lights		

	Original Budget	Prior Amendments	This Amendment	Revised Budget
Personnel Services	627,661	-	-	627,661
Supplies	128,000	-	12,293	140,293
Other Services	621,500	180,000	-	801,500
Capital	300,000	(180,000)	2,931	122,931
Total Expenditures	**1,677,161**	**-**	**15,224**	**1,692,385**

Total Budget Amendments as a percentage of the total originally adopted budget **0.91%**

SUMMARY:

This budget amendment represents rollover purchase orders. The encumbered FY2023 funds need rolled to FY2024 because these expenses will be paid in FY2024.

10% PUBLICATION RULE:

Per Mississippi state statute, public notice must be provided (in the same manner as the municipality must use for the publication of its final adopted budget) when budget amendments result in a ten percent increase or decrease in a municipal department's total budget. For purposes of determining if a ten percent change has occurred, all amendments made to a department's budget since its budget was originally adopted, or since the last adopted published revision, must be added together.

Is publication required due to this budget amendment?

X **No.** Total budget amendments do not exceed ten percent of the total of either the department's originally adopted budget amendment or its last adopted published revision.

_____ **Yes.** The adopted revision will be published within two weeks of the adoption of this budget amendment.

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: November 1, 2023

RE: Purchase Orders Written in FY2023 and Paid / Will Be Paid in FY2024

The following budget amendment needs made to account for purchase orders written in FY2023 using FY2023 budgeted money but not paid until FY2024. The budget for these purchase orders needs to be rolled from FY2023 to FY2024.

In summary, the following amounts need rolled for the following funds:

- General Fund - $479,700
- Water Sewer Fund - $194,365
- Harbor Operations - $20,480
- Harbor Lights Fund - $15,224

Please reach out if you have any questions. Thank you in advance for your consideration.

City of Gulfport

Budget Amendment Request

Fund Name	General Fund	Council Meeting Date:	11/07/23
Department #		Budget Amendment Number:	2024-16A
Department Name	General Fund		

	Original Budget	Prior Amendments	This Amendment	Revised Budget
Transfer Out - Gen Fund	-	-	3,600,000	3,600,000
Total Expenditures	**-**	**-**	**3,600,000**	**3,600,000**

Total Budget Amendments as a percentage of the total originally adopted budget **100.00%**

SUMMARY:

This budget amendment represents rollover purchase orders. The encumbered FY2023 funds need rolled to FY2024 because these expenses will be paid in FY2024.

10% PUBLICATION RULE:

Per Mississippi state statute, public notice must be provided (in the same manner as the municipality must use for the publication of its final adopted budget) when budget amendments result in a ten percent increase or decrease in a municipal department's total budget. For purposes of determining if a ten percent change has occurred, all amendments made to a department's budget since its budget was originally adopted, or since the last adopted published revision, must be added together.

Is publication required due to this budget amendment?

_____ **No.** Total budget amendments do not exceed ten percent of the total of either the department's originally adopted budget amendment or its last adopted published revision.

__X__ **Yes.** The adopted revision will be published within two weeks of the adoption of this budget amendment.

City of Gulfport

Budget Amendment Request

Fund Name	Group Health	Council Meeting Date:	11/07/23
Department #		Budget Amendment Number:	2024-16B
Department Name	Group Health		

	Original Budget	Prior Amendments	This Amendment	Revised Budget
Transfer In - Grp Health	-	-	600,000	600,000
Total Revenues	**-**	**-**	**600,000**	**600,000**

Total Budget Amendments as a percentage of the total originally adopted budget **100.00%**

SUMMARY:

This budget amendment represents rollover purchase orders. The encumbered FY2023 funds need rolled to FY2024 because these expenses will be paid in FY2024.

10% PUBLICATION RULE:

Per Mississippi state statute, public notice must be provided (in the same manner as the municipality must use for the publication of its final adopted budget) when budget amendments result in a ten percent increase or decrease in a municipal department's total budget. For purposes of determining if a ten percent change has occurred, all amendments made to a department's budget since its budget was originally adopted, or since the last adopted published revision, must be added together.

Is publication required due to this budget amendment?

_____ **No.** Total budget amendments do not exceed ten percent of the total of either the department's originally adopted budget amendment or its last adopted published revision.

__X__ **Yes.** The adopted revision will be published within two weeks of the adoption of this budget amendment.

City of Gulfport

Budget Amendment Request

Fund Name	Capital Projects	Council Meeting Date:	11/07/24
Department #		Budget Amendment Number:	2024-16C
Department Name	Capital Projects		

	Original Budget	Prior Amendments	This Amendment	Revised Budget
Transfer In - Cap Proj	-	-	3,000,000	3,000,000
Personnel Services	-	-	-	-
Supplies	-	-	-	-
Other Services	-	-	-	-
Capital	25,873,158	335,154	3,000,000	29,208,312
Total Expenditures	**25,873,158**	**335,154**	**3,000,000**	**29,208,312**

Total Budget Amendments as a percentage of the total originally adopted budget **12.89%**

SUMMARY:

As requested by the Police Department, this budget amendment appropriates funds associated with a check received from the Circuit Clerk of Harrsion County for drug related restitution.

10% PUBLICATION RULE:

Per Mississippi state statute, public notice must be provided (in the same manner as the municipality must use for the publication of its final adopted budget) when budget amendments result in a ten percent increase or decrease in a municipal department's total budget. For purposes of determining if a ten percent change has occurred, all amendments made to a department's budget since its budget was originally adopted, or since the last adopted published revision, must be added together.

Is publication required due to this budget amendment?

_____ **No.** Total budget amendments do not exceed ten percent of the total of either the department's originally adopted budget amendment or its last adopted published revision.

__X__ **Yes.** The adopted revision will be published within two weeks of the adoption of this budget amendment.

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: November 1, 2023

RE: FY2023 General Fund Surplus and Proposed Use for Those Funds

For the fiscal year ended September 30, 2023, the General Fund will end with a surplus (revenues in excess of expenditures) of approximately $4,954,600.

In summary, the Administration proposed the following uses for these funds:

- $479,700. Fund purchase orders encumbering FY2023 funds but being paid in FY2024.
- $600,000. Transfer money from the General Fund to the Group Health fund in order to obtain more acceptable reserves from future group health claims needs.
- $3,000,000. Transfer money from the General Fund to the City Gov't Capital Projects Fund for projects funded using city funds.
- $874,900. Leave this remaining amount as unobligated cash reserves in the General Fund for future needs of the City.

<u>$479,700. Fund purchase orders encumbering FY2023 funds but being paid in FY2024.</u>

This budget amendment was presented previously as budget amendment 15. These represent purchase orders written in FY2023 using FY2023 budgeted money but not paid until FY2024. The budget for these purchase orders needs to be rolled from FY2023 to FY2024.

<u>$600,000. Transfer money from the General Fund to the Group Health fund in order to obtain more acceptable reserves from future group health claims needs.</u>

At September 30, 2023, the Group Health bank account used for paying claims has a balance of approximately $300k. This amount is less than one month's claims. The Finance Department recommends moving $600k to the Group Health fund to increase the money available for claims from $300k to $900k. This will provide approximately 2 – 2.5 months of health insurance claims reserves.

$3,000,000. Transfer money from the General Fund to the City Gov't Capital Projects Fund for projects funded using city funds.

The Administration recommends the following capital projects for those surplus funds:

$500,000	This project will provide new vehicles for Leisure Services (approximately $400k) and Building Maintenance (approximately $100k). Both departments have an aged fleet that is in need of replacement.
$400,000	This project will provide needed IT capital infrastructure to the City. Director Newell is currently reviewing the needs of the City's IT capital and will use these funds as needed for improvements.
$250,000	This project will provide Microsoft Office 365 licensing to upgrade Microsoft licensing. This will also allow for single sign on capabilities with City IT assets.
$400,000	This project will provide an additional $400k for the air conditioner replacement project that was started in FY2023. We request the ability to continue this air conditioner replacement project.
$200,000	Similar to air conditioner replacement project, this project will provide funds for elevator capital improvements as deemed necessary throughout the fiscal year.
$300,000	This project will provide an additional $300k for the City Hall capital improvements project that was started in FY2023. We request the ability to continue this City Hall capital improvements projects.
$350,000	This project will provide funds to replace the fuel dock at the Harbor. The current fuel dock is past its useful life and is costing approximately $25k to $35k in maintenance costs just to keep it barely operational. A new fuel dock will also be easier for harbor staff to keep operational while saving maintenance costs.
$50,000	This project will provide funds to hire a contractor to evaluate the Hardy Building fire prevention and sprinkler system needs and make the improvements needed.
$50,000	In FY2023, City Council agreed to provide a $50,000 match for a grant to make building improvements for the Carnegie Library. This project will provide the funds for this match.
$100,000	This project will provide funds for a contractor to repaint the lighthouse at Jones Park.
$100,000	This project will provide funds for repairs needed at Fire Station 7.
$300,000	This project will provide funds for Leisure Service equipment that was not funded in FY2023. Director Wales is currently evaluating needs and will determine the best use of these funds.

$874,900. Leave this remaining amount as unobligated cash reserves in the General Fund for future needs of the City.

The amount will remain as unobligated cash reserves and be available for the future needs of the City.

Please reach out if you have any questions. Thank you in advance for your consideration.

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 THE DOCKET OF CLAIMS

WHEREAS, following the City Council's approval of the budget, funds for the City of Gulfport are vested with the Mayor and Administration; and

WHEREAS, claims presented to the City for payment must be approved by the City Council through a Docket of Claims process; and

WHEREAS, the Administration for the City of Gulfport has prepared, certified, and submitted to the City Council a "Docket of Claims" for approval, attached hereto as Exhibit "A"; and

WHEREAS, in submitting this Docket of Claims, the Director of Finance and Accounting has certified to the Council that to the best of his knowledge and belief, all items contained within the Docket of Claims have been properly procured and appear to be within previously budgeted amounts and are lawful and appropriate for payment; and

WHEREAS, in authorizing payment for the Docket, the City Council must rely on this certification and by reliance on this certification, hereby authorizes payment to be issued to satisfy all claims found within the Docket, unless specifically excluded by the Council; and

WHEREAS, it is understood and acknowledged that heretofore, the Dockets of Claims has been presented and certified to the Governing Authority by the Comptroller, or in his absence the Finance Manager or Purchasing Agent, or their designees, upon which the City Council has relied on these certifications and by such reliance, authorized payments to satisfy claims found therein.

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 Docket of Claims is hereby approved in the form attached hereto as Exhibit "A", except for those claims specifically excluded by the Council.

Section 3. That 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 Councilmember _____, seconded by Councilmember _____, and was adopted by the following roll call vote:

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

CITY OF GULFPORT
Bank Balances As Of October 22, 2023

BANK ACCOUNT NAME	BALANCE
City Depository	$ 25,024,858.47
Group Heath Insurance	672,467.92
Flexible Spending Accounts (FSAs)	119,538.83
Claims Contingency	1,825,276.39
Police Forfeiture & Seizure	479,707.61
Coastal Narcotics	98,177.29
Asset Forfeiture Clearing	202,914.44
Water & Sewer Clearing	31,213,182.74
Water & Sewer Trust	2,879,612.74
Harbor Clearing	153,170.41
Harbor Lights	506,749.43
American Rescue	20,491,869.68
2017 Bond Premium	3,524,945.37
DFA HB1353 Intraconnecting Gulfport Funding	3,634,307.59
MIMA Construction Bond Proceeds	7,766,148.12
TOTAL CITY BALANCES	**$ 98,592,927.03**

CITY OF GULFPORT

ACCOUNTS PAYABLE WARRANT REPORT

DATE: 11/08/2023
WARRANT: 11082023
AMOUNT: 1,860,131.35

ACCOUNTS PAYABLE WARRANT REPORT

Detail Invoice List

WARRANT: 11082023 11/08/2023

CASH ACCOUNT: 001 100350 ACCOUNTS PAYABLE CLEARING

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
58	A T & T	0011		INV	11/08/2023		360063	560214	

ACCOUNT DETAIL						LINE AMOUNT
1	213	626001		OPERATING	TELEPHONE	223.40
						223.40
					CHECK TOTAL	**223.40**

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
58	A T & T	0011		INV	11/08/2023		360213	560376	

ACCOUNT DETAIL						LINE AMOUNT
1	213	626001		OPERATING	TELEPHONE	503.12
						503.12
					CHECK TOTAL	**503.12**

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
58	A T & T	0011		INV	11/08/2023		360230	560393	

ACCOUNT DETAIL						LINE AMOUNT
1	213	626001		OPERATING	TELEPHONE	214.61
						214.61
					CHECK TOTAL	**214.61**

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
58	A T & T	0015		INV	11/08/2023		360231	560394	

ACCOUNT DETAIL						LINE AMOUNT
1	311	626001		STS & DRAI	TELEPHONE	1,596.42
						1,596.42
					CHECK TOTAL	**1,596.42**

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
58	A T & T	0015		INV	11/08/2023		360233	560396	

ACCOUNT DETAIL						LINE AMOUNT
1	811	626001		UTIL BILL	TELEPHONE	40.46
2	213	626001		OPERATING	TELEPHONE	40.46
3	411	626001	41136	LEISURE SE	TELEPHONE	416.68
4	411	626001	41138	LEISURE SE	TELEPHONE	248.23
5	411	626001	41139	LEISURE SE	TELEPHONE	81.81
						827.64
					CHECK TOTAL	**827.64**

CITY OF GULFPORT

ACCOUNTS PAYABLE WARRANT REPORT

Detail Invoice List

WARRANT: 11082023 11/08/2023

CASH ACCOUNT: 001 100350 ACCOUNTS PAYABLE CLEARING

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
58	A T & T	0015		INV	11/08/2023		360234	560397	

ACCOUNT DETAIL					LINE AMOUNT
1	145	626001	Finance	TELEPHONE	1,163.93
2	213	626001	OPERATING	TELEPHONE	1,680.35
3	290	626001	FIRE	TELEPHONE	813.75
4	315	626001	TRAFFIC	TELEPHONE	160.10
5	325	626001	ENGINEER	TELEPHONE	24.73
6	335	626001	MAINT GARA	TELEPHONE	19.04
7	146	626001	Grant Mgmt	TELEPHONE	64.80
8	144	626001	Bus Dev	TELEPHONE	12.79
9	445	626001	J T JONES	TELEPHONE	593.62
10	811	626001	UTIL BILL	TELEPHONE	315.42
11	825	626001	SEWER	TELEPHONE	16.32
12	815	626001	WATER	TELEPHONE	416.29
13	411	626001	LEISURE SE	TELEPHONE	2,594.15
14	111	626001	MAYOR	TELEPHONE	40.00
15	115	626001	COUNCIL	TELEPHONE	34.30
16	125	626001	CITY COURT	TELEPHONE	231.09
17	135	626001	CITY ATTY	TELEPHONE	40.87
					8,221.55
				CHECK TOTAL	**8,221.55**

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
58	A T & T	0015		INV	11/08/2023		360327	560495	

ACCOUNT DETAIL					LINE AMOUNT
1	811	626001	UTIL BILL	TELEPHONE	4,689.51
					4,689.51
				CHECK TOTAL	**4,689.51**

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
60	A1 BATTERY INC	0000	240251	EFT	11/08/2023		360166	560326	

ACCOUNT DETAIL					LINE AMOUNT
1	290	611300	FIRE	MOTR VEH	435.00
					435.00
				CHECK TOTAL	**435.00**

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
83	ACE DATA STORAGE COMP	0000		EFT	11/08/2023		360064	560215	

ACCOUNT DETAIL					LINE AMOUNT
1	811	620900	UTIL BILL	CONTRACT	195.00
					195.00

ACCOUNTS PAYABLE WARRANT REPORT

Detail Invoice List

WARRANT: 11082023 11/08/2023

CASH ACCOUNT: 001 100350 ACCOUNTS PAYABLE CLEARING

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
83	ACE DATA STORAGE COMP	0000		EFT	11/08/2023		360065	560216	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 125 620900		CITY COURT	CONTRACT		156.00			
						156.00			
83	ACE DATA STORAGE COMP	0000		EFT	11/08/2023		360066	560217	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 145 620900		Finance	CONTRACT		60.00			
						60.00			
83	ACE DATA STORAGE COMP	0000		EFT	11/08/2023		360067	560218	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 145 620900		Finance	CONTRACT		60.00			
						60.00			
						CHECK TOTAL	**471.00**		
25935	ADVANCED AUTO PARTS	0000	240131	INV	11/08/2023		360083	560236	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 213 611300		OPERATING	MOTR VEH		274.41			
						274.41			
25935	ADVANCED AUTO PARTS	0000	240131	INV	11/08/2023		360084	560237	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 213 611300		OPERATING	MOTR VEH		109.38			
						109.38			
25935	ADVANCED AUTO PARTS	0000	240131	INV	11/08/2023		360085	560238	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 213 611300		OPERATING	MOTR VEH		43.54			
						43.54			
25935	ADVANCED AUTO PARTS	0000	240131	INV	11/08/2023		360086	560239	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 213 611300		OPERATING	MOTR VEH		8.57			
						8.57			
25935	ADVANCED AUTO PARTS	0000	240131	INV	11/08/2023		360087	560240	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 213 611300		OPERATING	MOTR VEH		37.04			
						37.04			
25935	ADVANCED AUTO PARTS	0000	240131	INV	11/08/2023		360170	560330	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 213 611300		OPERATING	MOTR VEH		29.58			
						29.58			

ACCOUNTS PAYABLE WARRANT REPORT

Detail Invoice List

WARRANT: 11082023 11/08/2023

CASH ACCOUNT: 001 100350 ACCOUNTS PAYABLE CLEARING

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
25935	ADVANCED AUTO PARTS	0000	240131	INV	11/08/2023		360171	560331	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 213 611300		OPERATING MOTR VEH			109.50			
						109.50			
25935	ADVANCED AUTO PARTS	0000	240131	INV	11/08/2023		360172	560332	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 213 611300		OPERATING MOTR VEH			107.94			
						107.94			
25935	ADVANCED AUTO PARTS	0000	240131	INV	11/08/2023		360173	560333	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 213 611300		OPERATING MOTR VEH			6.47			
						6.47			
25935	ADVANCED AUTO PARTS	0000	240131	INV	11/08/2023		360174	560334	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 213 611300		OPERATING MOTR VEH			45.09			
						45.09			
25935	ADVANCED AUTO PARTS	0000	240131	INV	11/08/2023		360175	560335	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 213 611300		OPERATING MOTR VEH			23.26			
						23.26			
25935	ADVANCED AUTO PARTS	0000	240131	INV	11/08/2023		360504	560679	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 213 611300		OPERATING MOTR VEH			203.41			
						203.41			
25935	ADVANCED AUTO PARTS	0000	240131	INV	11/08/2023		360505	560680	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 213 611300		OPERATING MOTR VEH			95.67			
						95.67			
25935	ADVANCED AUTO PARTS	0000	240131	INV	11/08/2023		360507	560682	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 213 611300		OPERATING MOTR VEH			49.99			
						49.99			
25935	ADVANCED AUTO PARTS	0000	240131	INV	11/08/2023		360510	560685	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 213 611300		OPERATING MOTR VEH			7.35			
						7.35			

ACCOUNTS PAYABLE WARRANT REPORT

Detail Invoice List

WARRANT: 11082023 11/08/2023

CASH ACCOUNT: 001 100350 ACCOUNTS PAYABLE CLEARING

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
25935	ADVANCED AUTO PARTS	0000	240131	INV	11/08/2023		360512	560687	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 213 611300		OPERATING MOTR VEH			25.72			
						25.72			
25935	ADVANCED AUTO PARTS	0000	240131	INV	11/08/2023		360513	560688	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 213 611300		OPERATING MOTR VEH			14.07			
						14.07			
25935	ADVANCED AUTO PARTS	0000	240131	INV	11/08/2023		360514	560689	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 213 611300		OPERATING MOTR VEH			19.75			
						19.75			
25935	ADVANCED AUTO PARTS	0000	240131	INV	11/08/2023		360515	560690	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 213 611300		OPERATING MOTR VEH			184.28			
						184.28			
						CHECK TOTAL	**1,395.02**		
27268	AIRGAS INC	0001		INV	11/08/2023		360310	560476	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 411 610700		LEISURE SE OPER SUPL			311.20			
						311.20			
						CHECK TOTAL	**311.20**		
40633	ALAN FEATHERSTON	0000		INV	11/08/2023		360559	560735	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 411 626900		LEISURE SE TRAVEL			173.00			
						173.00			
						CHECK TOTAL	**173.00**		
40	ALL PHASE ELECTRIC SU	0000	240048	EFT	11/08/2023		360282	560447	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 415 611000		BLDG MAINT BLG MAT			51.90			
						51.90			
40	ALL PHASE ELECTRIC SU	0000	233232	EFT	11/08/2023		360380	560552	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 825 615800		SEWER LFT STATN			796.00			
						796.00			

ACCOUNTS PAYABLE WARRANT REPORT

Detail Invoice List

WARRANT: 11082023 11/08/2023

CASH ACCOUNT: 001 100350 ACCOUNTS PAYABLE CLEARING

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
40	ALL PHASE ELECTRIC SU	0000	240099	EFT	11/08/2023		360418	560590	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 815 610700		WATER	OPER SUPL		59.75			
						59.75			
40	ALL PHASE ELECTRIC SU	0000		EFT	11/08/2023		360439	560612	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 825 615800		SEWER	LFT STATN		3,171.12			
						3,171.12			
						CHECK TOTAL	**4,078.77**		
3764	ALL SAFE TECHNOLOGIES	0000		INV	11/08/2023		360545	560720	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 150 621700		INFO TECH	MAINT CONT		52.42			
						52.42			
3764	ALL SAFE TECHNOLOGIES	0000		INV	11/08/2023		360698	560913	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 411 620900		LEISURE SE	CONTRACT		66.00			
						66.00			
3764	ALL SAFE TECHNOLOGIES	0000		INV	11/08/2023		360699	560914	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 411 620900		LEISURE SE	CONTRACT		69.95			
						69.95			
3764	ALL SAFE TECHNOLOGIES	0000		INV	11/08/2023		360700	560915	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 145 620900		Finance	CONTRACT		103.90			
						103.90			
3764	ALL SAFE TECHNOLOGIES	0000		INV	11/08/2023		360701	560916	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 411 620900		LEISURE SE	CONTRACT		34.95			
						34.95			
3764	ALL SAFE TECHNOLOGIES	0000		INV	11/08/2023		360702	560917	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 445 626000		J T JONES	UTILITIES		104.90			
						104.90			
3764	ALL SAFE TECHNOLOGIES	0000		INV	11/08/2023		360703	560918	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 145 620900		Finance	CONTRACT		104.90			
						104.90			

ACCOUNTS PAYABLE WARRANT REPORT

Detail Invoice List

WARRANT: 11082023 11/08/2023

CASH ACCOUNT: 001 100350 ACCOUNTS PAYABLE CLEARING

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
3764	ALL SAFE TECHNOLOGIES	0000		INV	11/08/2023		360704	560919	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 411 620900		LEISURE SE	CONTRACT		63.90			
						63.90			
3764	ALL SAFE TECHNOLOGIES	0000		INV	11/08/2023		360705	560920	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 411 620900		LEISURE SE	CONTRACT		48.45			
						48.45			
3764	ALL SAFE TECHNOLOGIES	0000		INV	11/08/2023		360706	560921	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 145 620900		Finance	CONTRACT		34.95			
						34.95			
3764	ALL SAFE TECHNOLOGIES	0000		INV	11/08/2023		360707	560922	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 313 620900		PUB WORK A	CONTRACT		54.95			
						54.95			
3764	ALL SAFE TECHNOLOGIES	0000		INV	11/08/2023		360708	560923	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 155 620900		HR	CONTRACT		19.98			
						19.98			
3764	ALL SAFE TECHNOLOGIES	0000		INV	11/08/2023		360709	560924	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 145 620900		Finance	CONTRACT		34.95			
						34.95			
3764	ALL SAFE TECHNOLOGIES	0000		INV	11/08/2023		360710	560925	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 447 620900		HRB LGT EX	CONTRACT		39.95			
						39.95			
3764	ALL SAFE TECHNOLOGIES	0000		INV	11/08/2023		360711	560926	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 313 620900		PUB WORK A	CONTRACT		34.95			
						34.95			
						CHECK TOTAL	**869.10**		
93295	ALLEN BEVERAGES, INC	0000	240181	INV	11/08/2023		360547	560722	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 411 610700		LEISURE SE	OPER SUPL		660.00			
						660.00			

ACCOUNTS PAYABLE WARRANT REPORT

Detail Invoice List

WARRANT: 11082023 11/08/2023

CASH ACCOUNT: 001 100350 ACCOUNTS PAYABLE CLEARING

VENDOR		REMIT	PO	TYPE	DUE DATE		AMOUNT	DOCUMENT	VOUCHER	CHECK
						CHECK TOTAL	**660.00**			
42875	ALLISTONS LLC	0000		EFT	11/08/2023			360562	560738	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 411 612500		LEISURE SE	UNIFORMS		183.55				
							183.55			
						CHECK TOTAL	**183.55**			
42522	AMBER HINTON	0000		INV	11/08/2023			360496	560670	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 145 626900		Finance	TRAVEL		52.00				
							52.00			
						CHECK TOTAL	**52.00**			
31315	AMERICAN MUNICIPAL SE	0000		EFT	11/08/2023			360198	560359	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 010 480700		GENRL FUND	WARRANTS		2,891.61				
							2,891.61			
31315	AMERICAN MUNICIPAL SE	0000		EFT	11/08/2023			360261	560426	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 811 620900		UTIL BILL	CONTRACT		354.74				
							354.74			
						CHECK TOTAL	**3,246.35**			
1442	AMERICAN RED CROSS	0001		EFT	11/08/2023			360050	560200	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 115 627700		COUNCIL	CONTRIBUTE		6,000.00				
							6,000.00			
						CHECK TOTAL	**6,000.00**			
42691	AMILIA TECHNOLOGIES U	0000	240340	EFT	11/08/2023			360467	560640	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 150 621700		INFO TECH	MAINT CONT		799.00				
							799.00			
42691	AMILIA TECHNOLOGIES U	0000	240340	EFT	11/08/2023			360468	560641	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 150 621700		INFO TECH	MAINT CONT		799.00				
							799.00			

ACCOUNTS PAYABLE WARRANT REPORT

Detail Invoice List

WARRANT: 11082023 11/08/2023

CASH ACCOUNT: 001 100350 ACCOUNTS PAYABLE CLEARING

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
					CHECK TOTAL	**1,598.00**			
40483	ANDREW W BARSTOW	0000	233220	EFT	11/08/2023		360035	560178	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 215 625500		Code Enf	LOT ASSESS		3,750.00			
						3,750.00			
40483	ANDREW W BARSTOW	0000	233187	EFT	11/08/2023		360036	560179	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 215 625500		Code Enf	LOT ASSESS		5,200.00			
						5,200.00			
					CHECK TOTAL	**8,950.00**			
42740	ANTHONY J WILLIAMS	0000		INV	11/08/2023		360630	560818	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 447 620900		HRB LGT EX	CONTRACT		2,500.00			
						2,500.00			
					CHECK TOTAL	**2,500.00**			
39555	ASAP PLUMBING LLC	0000	240155	EFT	11/08/2023		359966	560100	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 290 612200		FIRE	REP&MAINT		3,700.00			
						3,700.00			
39555	ASAP PLUMBING LLC	0000		EFT	11/08/2023		360222	560385	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 447 612200		HRB LGT EX	REP&MAINT		325.00			
						325.00			
					CHECK TOTAL	**4,025.00**			
70340	CHAD ASHER	0000	240192	INV	11/08/2023		360060	560211	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 290 626900		FIRE	TRAVEL		138.00			
						138.00			
					CHECK TOTAL	**138.00**			

ACCOUNTS PAYABLE WARRANT REPORT

Detail Invoice List

WARRANT: 11082023 11/08/2023

CASH ACCOUNT: 001 100350 ACCOUNTS PAYABLE CLEARING

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
39312	AT&T MOBILITY II LLC	0001		INV	11/08/2023		360235	560398	

	ACCOUNT DETAIL				LINE AMOUNT
1	611	626001	PLAN & ZON	TELEPHONE	52.07
2	311	626001	STS & DRAI	TELEPHONE	47.04
3	313	626001	PUB WORK A	TELEPHONE	379.29
4	325	626001	ENGINEER	TELEPHONE	509.99
5	315	626001	TRAFFIC	TELEPHONE	260.35
6	815	626001	WATER	TELEPHONE	437.82
7	447	626001	HRB LGT EX	TELEPHONE	349.09

2,035.65

CHECK TOTAL **2,035.65**

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
39312	AT&T MOBILITY II LLC	0001		INV	11/08/2023		360238	560401	

	ACCOUNT DETAIL				LINE AMOUNT
1	290	626001	FIRE	TELEPHONE	1,904.54

1,904.54

CHECK TOTAL **1,904.54**

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
39312	AT&T MOBILITY II LLC	0001		INV	11/08/2023		360239	560402	

	ACCOUNT DETAIL				LINE AMOUNT
1	145	626001	Finance	TELEPHONE	99.74
2	147	626001	Marketing	TELEPHONE	49.87
3	148	626001	Events	TELEPHONE	49.87
4	447	626001	HRB LGT EX	TELEPHONE	49.87
5	815	626001	WATER	TELEPHONE	75.52

324.87

CHECK TOTAL **324.87**

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
39312	AT&T MOBILITY II LLC	0001		INV	11/08/2023		360326	560494	

	ACCOUNT DETAIL				LINE AMOUNT
1	213	626001	OPERATING	TELEPHONE	9,470.79

9,470.79

CHECK TOTAL **9,470.79**

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
5078	AUTO ZONE INC	0000	240117	INV	11/08/2023		360088	560241	

	ACCOUNT DETAIL				LINE AMOUNT
1	213	611300	OPERATING	MOTR VEH	209.99

209.99

ACCOUNTS PAYABLE WARRANT REPORT

Detail Invoice List

WARRANT: 11082023 11/08/2023

CASH ACCOUNT: 001 100350 ACCOUNTS PAYABLE CLEARING

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
5078	AUTO ZONE INC	0000	240117	INV	11/08/2023		360176	560336	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 213 611300		OPERATING MOTR VEH			16.82			
						16.82			
5078	AUTO ZONE INC	0000	240117	INV	11/08/2023		360177	560337	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 213 611300		OPERATING MOTR VEH			105.97			
						105.97			
5078	AUTO ZONE INC	0000	240117	INV	11/08/2023		360516	560691	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 213 611300		OPERATING MOTR VEH			47.99			
						47.99			
5078	AUTO ZONE INC	0000	240117	INV	11/08/2023		360517	560692	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 213 611300		OPERATING MOTR VEH			151.98			
						151.98			
5078	AUTO ZONE INC	0000	240117	INV	11/08/2023		360518	560693	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 213 611300		OPERATING MOTR VEH			203.98			
						203.98			
5078	AUTO ZONE INC	0000	240117	INV	11/08/2023		360520	560695	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 213 611300		OPERATING MOTR VEH			24.99			
						24.99			
5078	AUTO ZONE INC	0000	240117	INV	11/08/2023		360521	560696	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 213 611300		OPERATING MOTR VEH			25.00			
						25.00			
5078	AUTO ZONE INC	0000	240117	INV	11/08/2023		360522	560697	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 213 611300		OPERATING MOTR VEH			22.68			
						22.68			
5078	AUTO ZONE INC	0000	240117	INV	11/08/2023		360523	560698	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 213 611300		OPERATING MOTR VEH			35.63			
						35.63			

ACCOUNTS PAYABLE WARRANT REPORT

Detail Invoice List

WARRANT: 11082023 11/08/2023

CASH ACCOUNT: 001 100350 ACCOUNTS PAYABLE CLEARING

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
5078	AUTO ZONE INC	0000	240117	INV	11/08/2023		360524	560699	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 213 611300		OPERATING	MOTR VEH		27.98			
						27.98			
						CHECK TOTAL	**873.01**		
39534	AUTOMATED MERCHANTSYS	0000		EFT	11/08/2023		360323	560489	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 447 624200		HRB LGT EX	BANK FEES		37.95			
						37.95			
						CHECK TOTAL	**37.95**		
4019	CADENCE BANK (FKA BAN	0000		INV	11/08/2023		360152	560312	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 345 640100 02819		CP-CAP	CAP PROJ		154,011.45			
						154,011.45			
4019	CADENCE BANK (FKA BAN	0000		INV	11/08/2023		360354	560526	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 300 650400		DEBT SERV	INTEREST		524,099.47			
						524,099.47			
4019	CADENCE BANK (FKA BAN	0000		INV	11/08/2023		360519	560694	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 345 640100 02819		CP-CAP	CAP PROJ		140,100.32			
						140,100.32			
						CHECK TOTAL	**818,211.24**		
19719	BAYOU CONCRETE, LLC	0001	240038	EFT	11/08/2023		360391	560563	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 311 614300		STS & DRAI	GRAVEL		723.00			
						723.00			
19719	BAYOU CONCRETE, LLC	0001	240038	EFT	11/08/2023		360392	560564	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 311 614300		STS & DRAI	GRAVEL		502.50			
						502.50			
19719	BAYOU CONCRETE, LLC	0001	240038	EFT	11/08/2023		360393	560565	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 311 614300		STS & DRAI	GRAVEL		3,132.00			
						3,132.00			

ACCOUNTS PAYABLE WARRANT REPORT

Detail Invoice List

WARRANT: 11082023 11/08/2023

CASH ACCOUNT: 001 100350 ACCOUNTS PAYABLE CLEARING

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
19719	BAYOU CONCRETE, LLC	0001	240038	EFT	11/08/2023		360394	560566	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 311 614300		STS & DRAI	GRAVEL		685.00			
						685.00			
19719	BAYOU CONCRETE, LLC	0001	240038	EFT	11/08/2023		360395	560567	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 311 614300		STS & DRAI	GRAVEL		477.50			
						477.50			
19719	BAYOU CONCRETE, LLC	0001	240038	EFT	11/08/2023		360396	560568	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 311 614300		STS & DRAI	GRAVEL		1,044.00			
						1,044.00			
19719	BAYOU CONCRETE, LLC	0001	240038	EFT	11/08/2023		360397	560569	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 311 614300		STS & DRAI	GRAVEL		1,976.00			
						1,976.00			
19719	BAYOU CONCRETE, LLC	0001	240038	EFT	11/08/2023		360398	560570	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 311 614300		STS & DRAI	GRAVEL		1,018.00			
						1,018.00			
19719	BAYOU CONCRETE, LLC	0001	240038	EFT	11/08/2023		360399	560571	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 311 614300		STS & DRAI	GRAVEL		302.50			
						302.50			
19719	BAYOU CONCRETE, LLC	0001	240038	EFT	11/08/2023		360400	560572	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 311 614300		STS & DRAI	GRAVEL		415.00			
						415.00			
19719	BAYOU CONCRETE, LLC	0001	240038	EFT	11/08/2023		360401	560573	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 311 614300		STS & DRAI	GRAVEL		852.50			
						852.50			
19719	BAYOU CONCRETE, LLC	0001	240038	EFT	11/08/2023		360402	560574	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 311 614300		STS & DRAI	GRAVEL		650.00			
						650.00			

ACCOUNTS PAYABLE WARRANT REPORT

Detail Invoice List

WARRANT: 11082023 11/08/2023

CASH ACCOUNT: 001 100350 ACCOUNTS PAYABLE CLEARING

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
19719	BAYOU CONCRETE, LLC	0001	240038	EFT	11/08/2023		360403	560575	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 311 614300		STS & DRAI	GRAVEL		863.00			
						863.00			
19719	BAYOU CONCRETE, LLC	0001	240038	EFT	11/08/2023		360404	560576	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 311 614300		STS & DRAI	GRAVEL		590.00			
						590.00			
19719	BAYOU CONCRETE, LLC	0001	240038	EFT	11/08/2023		360405	560577	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 311 614300		STS & DRAI	GRAVEL		901.00			
						901.00			
19719	BAYOU CONCRETE, LLC	0001	240038	EFT	11/08/2023		360406	560578	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 311 614300		STS & DRAI	GRAVEL		1,041.00			
						1,041.00			
19719	BAYOU CONCRETE, LLC	0001	240038	EFT	11/08/2023		360407	560579	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 311 614300		STS & DRAI	GRAVEL		450.00			
						450.00			
19719	BAYOU CONCRETE, LLC	0001	240038	EFT	11/08/2023		360408	560580	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 311 614300		STS & DRAI	GRAVEL		797.50			
						797.50			
						CHECK TOTAL	**16,420.50**		
27628	BENJAMIN BENTZ	0000	240078	INV	11/08/2023		359839	559972	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 213 626900		OPERATING	TRAVEL		200.00			
						200.00			
						CHECK TOTAL	**200.00**		
107	BLOSSMAN GAS INC	0000	240211	EFT	11/08/2023		360221	560384	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 447 626004		HRB LGT EX	GAS		48.00			
						48.00			
						CHECK TOTAL	**48.00**		

ACCOUNTS PAYABLE WARRANT REPORT

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WARRANT: 11082023 11/08/2023

CASH ACCOUNT: 001 100350 ACCOUNTS PAYABLE CLEARING

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
43013	BRAIN ANSEMAN	0000	240305	INV	11/08/2023		360278	560443	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 290 626900		FIRE	TRAVEL		247.00			
						247.00			
						CHECK TOTAL	**247.00**		
153	BROWNELLS INC	0000	233252	EFT	11/08/2023		360330	560499	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 213 610700		OPERATING	OPER SUPL		273.75			
						273.75			
						CHECK TOTAL	**273.75**		
4301	CHADWICK BRYANT	0000		INV	11/08/2023		360130	560289	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 290 626900		FIRE	TRAVEL		241.00			
						241.00			
						CHECK TOTAL	**241.00**		
39331	BXS INSURANCE, INC	0001		EFT	11/08/2023		360043	560190	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 915 629300		WORKCOMP	INS PREM		150.00			
						150.00			
39331	BXS INSURANCE, INC	0001		EFT	11/08/2023		360164	560324	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 915 629300		WORKCOMP	INS PREM		7,133.15			
						7,133.15			
						CHECK TOTAL	**7,283.15**		
70000	CABLE ONE	0000		INV	11/08/2023		360978	561202	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 411 620900		LEISURE SE	CONTRACT		78.97			
						78.97			
70000	CABLE ONE	0000		INV	11/08/2023		360979	561203	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 411 620900		LEISURE SE	CONTRACT		56.88			
						56.88			

ACCOUNTS PAYABLE WARRANT REPORT

Detail Invoice List

WARRANT: 11082023 11/08/2023

CASH ACCOUNT: 001 100350 ACCOUNTS PAYABLE CLEARING

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
70000	CABLE ONE	0000		INV	11/08/2023		360980	561204	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 411 620900		LEISURE SE CONTRACT			80.00			
						80.00			
70000	CABLE ONE	0000		INV	11/08/2023		360981	561205	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 411 620900		LEISURE SE CONTRACT			55.00			
						55.00			
70000	CABLE ONE	0000		INV	11/08/2023		360982	561206	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 411 620900		LEISURE SE CONTRACT			69.26			
						69.26			
70000	CABLE ONE	0000		INV	11/08/2023		360983	561207	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 411 620900		LEISURE SE CONTRACT			56.88			
						56.88			
70000	CABLE ONE	0000		INV	11/08/2023		360984	561208	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 411 620900		LEISURE SE CONTRACT			66.88			
						66.88			
70000	CABLE ONE	0000		INV	11/08/2023		360985	561209	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 411 620900		LEISURE SE CONTRACT			56.88			
						56.88			
70000	CABLE ONE	0000		INV	11/08/2023		360986	561210	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 411 620900		LEISURE SE CONTRACT			59.99			
						59.99			
70000	CABLE ONE	0000		INV	11/08/2023		360987	561211	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 445 620900		J T JONES CONTRACT			184.91			
						184.91			
70000	CABLE ONE	0000		INV	11/08/2023		360989	561212	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 411 620900		LEISURE SE CONTRACT			270.93			
						270.93			

ACCOUNTS PAYABLE WARRANT REPORT

Detail Invoice List

WARRANT: 11082023 11/08/2023

CASH ACCOUNT: 001 100350 ACCOUNTS PAYABLE CLEARING

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
70000	CABLE ONE	0000		INV	11/08/2023		360990	561213	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 445 620900		J T JONES	CONTRACT		300.00			
						300.00			
70000	CABLE ONE	0000		INV	11/08/2023		360993	561214	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 411 620900		LEISURE SE	CONTRACT		300.00			
						300.00			
70000	CABLE ONE	0000		INV	11/08/2023		360994	561215	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 411 620900		LEISURE SE	CONTRACT		56.88			
						56.88			
70000	CABLE ONE	0000		INV	11/08/2023		360997	561216	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 411 620900		LEISURE SE	CONTRACT		78.97			
						78.97			
70000	CABLE ONE	0000		INV	11/08/2023		361014	561217	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 213 620900		OPERATING	CONTRACT		89.24			
						89.24			
70000	CABLE ONE	0000		INV	11/08/2023		361018	561218	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 145 620900		Finance	CONTRACT		318.34			
						318.34			
70000	CABLE ONE	0000		INV	11/08/2023		361019	561219	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 411 620900		LEISURE SE	CONTRACT		445.93			
						445.93			
70000	CABLE ONE	0000		INV	11/08/2023		361020	561220	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 411 620900		LEISURE SE	CONTRACT		445.93			
						445.93			
70000	CABLE ONE	0000		INV	11/08/2023		361022	561221	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 411 620900		LEISURE SE	CONTRACT		308.00			
						308.00			

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WARRANT: 11082023 11/08/2023

CASH ACCOUNT: 001 100350 ACCOUNTS PAYABLE CLEARING

VENDOR		REMIT	PO	TYPE	DUE DATE		AMOUNT	DOCUMENT	VOUCHER	CHECK
70000	CABLE ONE	0000		INV	11/08/2023			361023	561222	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 447 620900		HRB LGT EX	CONTRACT		321.00				
							321.00			
						CHECK TOTAL	**3,700.87**			
70000	SPARKLIGHT	0001		INV	11/08/2023			360564	560740	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 145 620900		Finance	CONTRACT		1,350.00				
	2 415 620900		BLDG MAINT	CONTRACT		1,000.00				
	3 290 626001		FIRE	TELEPHONE		3,400.00				
	4 311 620900		STS & DRAI	CONTRACT		1,750.00				
							7,500.00			
						CHECK TOTAL	**7,500.00**			
42600	CARR, ALLISON, OLIVER	0000		INV	11/08/2023			360203	560365	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 125 627900		CITY COURT	MISC		200.00				
							200.00			
						CHECK TOTAL	**200.00**			
23107	CENTERPOINT ENERGY RE	0000		INV	11/08/2023			360068	560219	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 213 626004		OPERATING	GAS		21.74				
							21.74			
23107	CENTERPOINT ENERGY RE	0000		INV	11/08/2023			360324	560490	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 290 626004		FIRE	GAS		62.93				
							62.93			
23107	CENTERPOINT ENERGY RE	0000		INV	11/08/2023			360337	560507	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 213 626004		OPERATING	GAS		35.15				
							35.15			
23107	CENTERPOINT ENERGY RE	0000		INV	11/08/2023			360340	560510	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 213 626004		OPERATING	GAS		35.15				
							35.15			

ACCOUNTS PAYABLE WARRANT REPORT

Detail Invoice List

WARRANT: 11082023 11/08/2023

CASH ACCOUNT: 001 100350 ACCOUNTS PAYABLE CLEARING

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
23107	CENTERPOINT ENERGY RE	0000		INV	11/08/2023		360728	560927	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 290 626004		FIRE	GAS		59.22			
						59.22			
23107	CENTERPOINT ENERGY RE	0000		INV	11/08/2023		360729	560928	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 311 626004		STS & DRAI	GAS		35.15			
						35.15			
23107	CENTERPOINT ENERGY RE	0000		INV	11/08/2023		360730	560929	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 411 626004		LEISURE SE	GAS		35.15			
						35.15			
23107	CENTERPOINT ENERGY RE	0000		INV	11/08/2023		360734	560930	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 290 626004		FIRE	GAS		30.49			
						30.49			
23107	CENTERPOINT ENERGY RE	0000		INV	11/08/2023		360735	560931	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 290 626004		FIRE	GAS		52.73			
						52.73			
23107	CENTERPOINT ENERGY RE	0000		INV	11/08/2023		360737	560932	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 290 626004		FIRE	GAS		56.20			
						56.20			
23107	CENTERPOINT ENERGY RE	0000		INV	11/08/2023		360738	560933	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 290 626004		FIRE	GAS		41.89			
						41.89			
23107	CENTERPOINT ENERGY RE	0000		INV	11/08/2023		360739	560934	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 411 626004 41130		LEISURE SE	GAS		37.23			
						37.23			
23107	CENTERPOINT ENERGY RE	0000		INV	11/08/2023		360740	560935	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 411 626004 41131		LEISURE SE	GAS		42.73			
						42.73			

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VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
23107	CENTERPOINT ENERGY RE	0000		INV	11/08/2023		360741	560936	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 411 626004 41133	LEISURE SE	GAS			51.14			
						51.14			
23107	CENTERPOINT ENERGY RE	0000		INV	11/08/2023		360742	560937	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 411 626004 41145	LEISURE SE	GAS			41.89			
						41.89			
23107	CENTERPOINT ENERGY RE	0000		INV	11/08/2023		360743	560938	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 290 626004	FIRE	GAS			69.67			
						69.67			
23107	CENTERPOINT ENERGY RE	0000		INV	11/08/2023		360749	560939	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 411 626004	LEISURE SE	GAS			36.83			
						36.83			
23107	CENTERPOINT ENERGY RE	0000		INV	11/08/2023		360751	560940	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 290 626004	FIRE	GAS			182.97			
						182.97			
23107	CENTERPOINT ENERGY RE	0000		INV	11/08/2023		360756	560941	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 411 626004	LEISURE SE	GAS			223.68			
						223.68			
23107	CENTERPOINT ENERGY RE	0000		INV	11/08/2023		360757	560942	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 411 626002	LEISURE SE	ELECTRIC			42.74			
						42.74			
23107	CENTERPOINT ENERGY RE	0000		INV	11/08/2023		360758	560943	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 311 626004	STS & DRAI	GAS			35.15			
						35.15			
23107	CENTERPOINT ENERGY RE	0000		INV	11/08/2023		360760	560944	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 411 626004 41140	LEISURE SE	GAS			37.61			
						37.61			

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WARRANT: 11082023 11/08/2023

CASH ACCOUNT: 001 100350 ACCOUNTS PAYABLE CLEARING

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
23107	CENTERPOINT ENERGY RE	0000		INV	11/08/2023		360761	560945	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 290 626004		FIRE	GAS		65.45			
						65.45			
						CHECK TOTAL	**1,332.89**		
923	CENTRAL PIPE SUPPLY I	0000	232964	EFT	11/08/2023		360349	560521	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 815 616700		WATER	WATERLINE		961.08			
						961.08			
						CHECK TOTAL	**961.08**		
20675	CHANCELLOR SUPPLY, IN	0001	240046	EFT	11/08/2023		360298	560463	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 415 611000		BLDG MAINT	BLG MAT		50.39			
						50.39			
20675	CHANCELLOR SUPPLY, IN	0001	240168	EFT	11/08/2023		360372	560544	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 825 615800		SEWER	LFT STATN		3,557.62			
						3,557.62			
20675	CHANCELLOR SUPPLY, IN	0001	240127	EFT	11/08/2023		360419	560591	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 815 610700		WATER	OPER SUPL		56.04			
						56.04			
20675	CHANCELLOR SUPPLY, IN	0001	240127	EFT	11/08/2023		360420	560592	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 815 610700		WATER	OPER SUPL		36.75			
						36.75			
20675	CHANCELLOR SUPPLY, IN	0001	240127	EFT	11/08/2023		360421	560593	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 815 610700		WATER	OPER SUPL		61.54			
						61.54			
						CHECK TOTAL	**3,762.34**		
41866	CHASE A H SCOTT	0000	240342	INV	11/08/2023		360471	560644	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 290 626900		FIRE	TRAVEL		266.00			
						266.00			

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CASH ACCOUNT: 001 100350 ACCOUNTS PAYABLE CLEARING

VENDOR		REMIT	PO	TYPE	DUE DATE		AMOUNT	DOCUMENT	VOUCHER	CHECK
						CHECK TOTAL	**266.00**			
42918	CHRISTINA HIGHSMITH	0000		INV	11/08/2023			360302	560467	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 150 610700		INFO TECH OP SUPPLIE			160.00				
							160.00			
						CHECK TOTAL	**160.00**			
166	CINTAS CORP 240	0000		EFT	11/08/2023			360160	560320	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 411 612500		LEISURE SE UNIFORMS			316.10				
							316.10			
166	CINTAS CORP 240	0000		EFT	11/08/2023			360161	560321	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 411 612500		LEISURE SE UNIFORMS			1.33				
							1.33			
166	CINTAS CORP 240	0000		EFT	11/08/2023			360162	560322	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 411 612500		LEISURE SE UNIFORMS			14.96				
							14.96			
166	CINTAS CORP 240	0000		EFT	11/08/2023			360163	560323	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 411 612500		LEISURE SE UNIFORMS			316.10				
							316.10			
166	CINTAS CORP 240	0000		EFT	11/08/2023			360573	560751	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 411 612500		LEISURE SE UNIFORMS			1.33				
							1.33			
166	CINTAS CORP 240	0000		EFT	11/08/2023			360574	560752	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 411 612500		LEISURE SE UNIFORMS			316.10				
							316.10			
						CHECK TOTAL	**965.92**			
90089	CITY OF GULFPORT	0000		INV	11/08/2023			361024	561354	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 213 626003		OPERATING WATER			177.70				
							177.70			

ACCOUNTS PAYABLE WARRANT REPORT

Detail Invoice List

WARRANT: 11082023 11/08/2023

CASH ACCOUNT: 001 100350 ACCOUNTS PAYABLE CLEARING

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
90089	CITY OF GULFPORT	0000		INV	11/08/2023		361026	561355	

ACCOUNT DETAIL						LINE AMOUNT
1	411	626003	41130	LEISURE SE	WATER	130.18

130.18

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
90089	CITY OF GULFPORT	0000		INV	11/08/2023		361027	561356	

ACCOUNT DETAIL						LINE AMOUNT
1	411	626003	41130	LEISURE SE	WATER	166.10

166.10

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
90089	CITY OF GULFPORT	0000		INV	11/08/2023		361090	561357	

ACCOUNT DETAIL						LINE AMOUNT
1	290	626003		FIRE	WATER	130.18

130.18

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
90089	CITY OF GULFPORT	0000		INV	11/08/2023		361091	561358	

ACCOUNT DETAIL						LINE AMOUNT
1	290	626003		FIRE	WATER	348.52

348.52

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
90089	CITY OF GULFPORT	0000		INV	11/08/2023		361092	561359	

ACCOUNT DETAIL						LINE AMOUNT
1	411	626003	41140	LEISURE SE	WATER	171.45

171.45

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
90089	CITY OF GULFPORT	0000		INV	11/08/2023		361093	561360	

ACCOUNT DETAIL						LINE AMOUNT
1	411	626003	41140	LEISURE SE	WATER	183.12

183.12

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
90089	CITY OF GULFPORT	0000		INV	11/08/2023		361094	561361	

ACCOUNT DETAIL						LINE AMOUNT
1	411	626003		LEISURE SE	WATER	88.60

88.60

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
90089	CITY OF GULFPORT	0000		INV	11/08/2023		361095	561362	

ACCOUNT DETAIL						LINE AMOUNT
1	290	626003		FIRE	WATER	113.16

113.16

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
90089	CITY OF GULFPORT	0000		INV	11/08/2023		361100	561363	

ACCOUNT DETAIL						LINE AMOUNT
1	411	626003		LEISURE SE	WATER	4,893.60

4,893.60

ACCOUNTS PAYABLE WARRANT REPORT

Detail Invoice List

WARRANT: 11082023 11/08/2023

CASH ACCOUNT: 001 100350 ACCOUNTS PAYABLE CLEARING

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
90089	CITY OF GULFPORT	0000		INV	11/08/2023		361101	561364	

ACCOUNT DETAIL						LINE AMOUNT
1	411	626003		LEISURE SE	WATER	24.24

24.24

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
90089	CITY OF GULFPORT	0000		INV	11/08/2023		361102	561365	

ACCOUNT DETAIL						LINE AMOUNT
1	411	626003		LEISURE SE	WATER	166.10

166.10

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
90089	CITY OF GULFPORT	0000		INV	11/08/2023		361103	561366	

ACCOUNT DETAIL						LINE AMOUNT
1	411	626003	41143	LEISURE SE	WATER	166.10

166.10

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
90089	CITY OF GULFPORT	0000		INV	11/08/2023		361104	561367	

ACCOUNT DETAIL						LINE AMOUNT
1	290	626003		FIRE	WATER	26.18

26.18

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
90089	CITY OF GULFPORT	0000		INV	11/08/2023		361105	561368	

ACCOUNT DETAIL						LINE AMOUNT
1	411	626003		LEISURE SE	WATER	41.26

41.26

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
90089	CITY OF GULFPORT	0000		INV	11/08/2023		361106	561369	

ACCOUNT DETAIL						LINE AMOUNT
1	411	626003		LEISURE SE	WATER	166.10

166.10

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
90089	CITY OF GULFPORT	0000		INV	11/08/2023		361107	561370	

ACCOUNT DETAIL						LINE AMOUNT
1	411	626003		LEISURE SE	WATER	476.10

476.10

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
90089	CITY OF GULFPORT	0000		INV	11/08/2023		361108	561371	

ACCOUNT DETAIL						LINE AMOUNT
1	411	626003		LEISURE SE	WATER	156.36

156.36

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
90089	CITY OF GULFPORT	0000		INV	11/08/2023		361109	561372	

ACCOUNT DETAIL						LINE AMOUNT
1	411	626003		LEISURE SE	WATER	26.70

26.70

ACCOUNTS PAYABLE WARRANT REPORT

Detail Invoice List

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CASH ACCOUNT: 001 100350 ACCOUNTS PAYABLE CLEARING

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
90089	CITY OF GULFPORT	0000		INV	11/08/2023		361110	561373	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 411 626003		LEISURE SE WATER			26.70			
						26.70			
90089	CITY OF GULFPORT	0000		INV	11/08/2023		361111	561374	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 411 626003		LEISURE SE WATER			26.70			
						26.70			
90089	CITY OF GULFPORT	0000		INV	11/08/2023		361112	561375	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 411 626003		LEISURE SE WATER			63.80			
						63.80			
90089	CITY OF GULFPORT	0000		INV	11/08/2023		361113	561376	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 411 626003		LEISURE SE WATER			32.80			
						32.80			
90089	CITY OF GULFPORT	0000		INV	11/08/2023		361114	561377	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 411 626003		LEISURE SE WATER			32.80			
						32.80			
90089	CITY OF GULFPORT	0000		INV	11/08/2023		361115	561378	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 411 626003		LEISURE SE WATER			26.70			
						26.70			
90089	CITY OF GULFPORT	0000		INV	11/08/2023		361116	561379	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 411 626003		LEISURE SE WATER			82.40			
						82.40			
90089	CITY OF GULFPORT	0000		INV	11/08/2023		361117	561380	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 411 626003		LEISURE SE WATER			26.70			
						26.70			
90089	CITY OF GULFPORT	0000		INV	11/08/2023		361118	561381	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 411 626003		LEISURE SE WATER			11.70			
						11.70			

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VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
90089	CITY OF GULFPORT	0000		INV	11/08/2023		361119	561382	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 411 626003		LEISURE SE WATER			11.70			
						11.70			
90089	CITY OF GULFPORT	0000		INV	11/08/2023		361125	561383	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 411 626003		LEISURE SE WATER			29.49			
						29.49			
90089	CITY OF GULFPORT	0000		INV	11/08/2023		361126	561384	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 411 626003		LEISURE SE WATER			29.90			
						29.90			
90089	CITY OF GULFPORT	0000		INV	11/08/2023		361127	561385	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 145 626003		Finance WATER			166.10			
						166.10			
90089	CITY OF GULFPORT	0000		INV	11/08/2023		361128	561386	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 411 626003		LEISURE SE WATER			39.00			
						39.00			
90089	CITY OF GULFPORT	0000		INV	11/08/2023		361129	561387	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 145 626003		Finance WATER			134.18			
						134.18			
90089	CITY OF GULFPORT	0000		INV	11/08/2023		361130	561388	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 411 626003		LEISURE SE WATER			326.66			
						326.66			
90089	CITY OF GULFPORT	0000		INV	11/08/2023		361131	561389	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 411 626003		LEISURE SE WATER			5.80			
						5.80			
90089	CITY OF GULFPORT	0000		INV	11/08/2023		361132	561390	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 411 626003		LEISURE SE WATER			66.18			
						66.18			

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VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
90089	CITY OF GULFPORT	0000		INV	11/08/2023		361133	561391	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 411 626003 41134	LEISURE SE WATER				113.16			
						113.16			
90089	CITY OF GULFPORT	0000		INV	11/08/2023		361134	561392	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 411 626003	LEISURE SE WATER				26.70			
						26.70			
90089	CITY OF GULFPORT	0000		INV	11/08/2023		361135	561393	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 411 626003	LEISURE SE WATER				39.00			
						39.00			
90089	CITY OF GULFPORT	0000		INV	11/08/2023		361136	561394	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 411 626003	LEISURE SE WATER				24.24			
						24.24			
90089	CITY OF GULFPORT	0000		INV	11/08/2023		361137	561395	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 411 626003	LEISURE SE WATER				41.26			
						41.26			
90089	CITY OF GULFPORT	0000		CRM	11/08/2023		361202	561396	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 290 626003	FIRE WATER				-12.80			
						-12.80			
90089	CITY OF GULFPORT	0000		INV	11/08/2023		361207	561397	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 815 626003	WATER WATER				70.00			
						70.00			
						CHECK TOTAL	**9,092.62**		
12604	KELLEY CLARK	0000	240077	INV	11/08/2023		359843	559976	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 213 626900	OPERATING TRAVEL				200.00			
						200.00			
						CHECK TOTAL	**200.00**		

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CASH ACCOUNT: 001 100350 ACCOUNTS PAYABLE CLEARING

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
187	CLAYS PRINT SHOP INC	0000	240075	EFT	11/08/2023		359665	559793	

ACCOUNT DETAIL						LINE AMOUNT
1	290	626500		FIRE	PRINTING	56.00

56.00

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
187	CLAYS PRINT SHOP INC	0000	240150	EFT	11/08/2023		360046	560193	

ACCOUNT DETAIL						LINE AMOUNT
1	611	626500		PLAN & ZON	PRINTING	210.00

210.00

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
187	CLAYS PRINT SHOP INC	0000	240091	EFT	11/08/2023		360082	560235	

ACCOUNT DETAIL						LINE AMOUNT
1	148	627800	24003	Events	EVENT	695.00

695.00

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
187	CLAYS PRINT SHOP INC	0000	240174	EFT	11/08/2023		360561	560737	

ACCOUNT DETAIL						LINE AMOUNT
1	411	610700		LEISURE SE	OPER SUPL	52.00

52.00

CHECK TOTAL **1,013.00**

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
190	COAST CHLORINATOR CO	0000	240166	EFT	11/08/2023		360366	560538	

ACCOUNT DETAIL						LINE AMOUNT
1	815	616400		WATER	WATERWELL	2,976.00

2,976.00

CHECK TOTAL **2,976.00**

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
193	COAST ELECTRIC POWER	0000		INV	11/08/2023		360762	561074	

ACCOUNT DETAIL						LINE AMOUNT
1	825	626002		SEWER	ELECTRIC	592.89

592.89

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
193	COAST ELECTRIC POWER	0000		INV	11/08/2023		360763	561075	

ACCOUNT DETAIL						LINE AMOUNT
1	825	626002		SEWER	ELECTRIC	69.23

69.23

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
193	COAST ELECTRIC POWER	0000		INV	11/08/2023		360764	561076	

ACCOUNT DETAIL						LINE AMOUNT
1	325	625100		ENGINEER	STREET LHT	1,256.99

1,256.99

ACCOUNTS PAYABLE WARRANT REPORT

Detail Invoice List

WARRANT: 11082023 11/08/2023

CASH ACCOUNT: 001 100350 ACCOUNTS PAYABLE CLEARING

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
193	COAST ELECTRIC POWER	0000		INV	11/08/2023		360765	561077	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 825 626002		SEWER	ELECTRIC		70.59			
						70.59			
193	COAST ELECTRIC POWER	0000		INV	11/08/2023		360766	561078	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 411 626002 41136		LEISURE SE	ELECTRIC		384.02			
						384.02			
193	COAST ELECTRIC POWER	0000		INV	11/08/2023		360768	561079	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 815 626002		WATER	ELECTRIC		2,000.48			
						2,000.48			
193	COAST ELECTRIC POWER	0000		INV	11/08/2023		360769	561080	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 325 625100		ENGINEER	STREET LHT		61.60			
						61.60			
193	COAST ELECTRIC POWER	0000		INV	11/08/2023		360770	561081	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 825 626002		SEWER	ELECTRIC		52.35			
						52.35			
193	COAST ELECTRIC POWER	0000		INV	11/08/2023		360771	561082	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 825 626002		SEWER	ELECTRIC		51.88			
						51.88			
193	COAST ELECTRIC POWER	0000		INV	11/08/2023		360772	561083	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 825 626002		SEWER	ELECTRIC		83.78			
						83.78			
193	COAST ELECTRIC POWER	0000		INV	11/08/2023		360773	561084	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 825 626002		SEWER	ELECTRIC		69.93			
						69.93			
193	COAST ELECTRIC POWER	0000		INV	11/08/2023		360774	561085	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 825 626002		SEWER	ELECTRIC		97.28			
						97.28			

ACCOUNTS PAYABLE WARRANT REPORT

Detail Invoice List

WARRANT: 11082023 11/08/2023

CASH ACCOUNT: 001 100350 ACCOUNTS PAYABLE CLEARING

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
193	COAST ELECTRIC POWER	0000		INV	11/08/2023		360775	561086	

	ACCOUNT DETAIL					LINE AMOUNT
1	825	626002		SEWER	ELECTRIC	63.99
						63.99

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
193	COAST ELECTRIC POWER	0000		INV	11/08/2023		360779	561087	

	ACCOUNT DETAIL					LINE AMOUNT
1	825	626002		SEWER	ELECTRIC	171.19
						171.19

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
193	COAST ELECTRIC POWER	0000		INV	11/08/2023		360780	561088	

	ACCOUNT DETAIL					LINE AMOUNT
1	411	626002	41138	LEISURE SE	ELECTRIC	1,962.97
						1,962.97

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
193	COAST ELECTRIC POWER	0000		INV	11/08/2023		360781	561089	

	ACCOUNT DETAIL					LINE AMOUNT
1	411	626002	41138	LEISURE SE	ELECTRIC	946.24
						946.24

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
193	COAST ELECTRIC POWER	0000		INV	11/08/2023		360782	561090	

	ACCOUNT DETAIL					LINE AMOUNT
1	815	626002		WATER	ELECTRIC	1,466.41
						1,466.41

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
193	COAST ELECTRIC POWER	0000		INV	11/08/2023		360783	561091	

	ACCOUNT DETAIL					LINE AMOUNT
1	825	626002		SEWER	ELECTRIC	55.97
						55.97

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
193	COAST ELECTRIC POWER	0000		INV	11/08/2023		360785	561092	

	ACCOUNT DETAIL					LINE AMOUNT
1	325	625100		ENGINEER	STREET LHT	409.09
						409.09

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
193	COAST ELECTRIC POWER	0000		INV	11/08/2023		360786	561093	

	ACCOUNT DETAIL					LINE AMOUNT
1	411	626002	41136	LEISURE SE	ELECTRIC	5,933.28
						5,933.28

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
193	COAST ELECTRIC POWER	0000		INV	11/08/2023		360787	561094	

	ACCOUNT DETAIL					LINE AMOUNT
1	411	626002	41136	LEISURE SE	ELECTRIC	4,390.13
						4,390.13

ACCOUNTS PAYABLE WARRANT REPORT

Detail Invoice List

WARRANT: 11082023 11/08/2023

CASH ACCOUNT: 001 100350 ACCOUNTS PAYABLE CLEARING

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
193	COAST ELECTRIC POWER	0000		INV	11/08/2023		360788	561095	

ACCOUNT DETAIL					LINE AMOUNT
1 411	626002	41136	LEISURE SE	ELECTRIC	105.38

105.38

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
193	COAST ELECTRIC POWER	0000		INV	11/08/2023		360790	561096	

ACCOUNT DETAIL					LINE AMOUNT
1 325	625100		ENGINEER	STREET LHT	63.39

63.39

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
193	COAST ELECTRIC POWER	0000		INV	11/08/2023		360791	561097	

ACCOUNT DETAIL					LINE AMOUNT
1 815	626002		WATER	ELECTRIC	84.28

84.28

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
193	COAST ELECTRIC POWER	0000		INV	11/08/2023		360792	561098	

ACCOUNT DETAIL					LINE AMOUNT
1 325	625100		ENGINEER	STREET LHT	59.37

59.37

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
193	COAST ELECTRIC POWER	0000		INV	11/08/2023		360793	561099	

ACCOUNT DETAIL					LINE AMOUNT
1 325	625100		ENGINEER	STREET LHT	59.64

59.64

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
193	COAST ELECTRIC POWER	0000		INV	11/08/2023		360794	561100	

ACCOUNT DETAIL					LINE AMOUNT
1 325	625100		ENGINEER	STREET LHT	59.73

59.73

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
193	COAST ELECTRIC POWER	0000		INV	11/08/2023		360796	561101	

ACCOUNT DETAIL					LINE AMOUNT
1 325	625100		ENGINEER	STREET LHT	51.04

51.04

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
193	COAST ELECTRIC POWER	0000		INV	11/08/2023		360797	561102	

ACCOUNT DETAIL					LINE AMOUNT
1 325	625100		ENGINEER	STREET LHT	52.35

52.35

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
193	COAST ELECTRIC POWER	0000		INV	11/08/2023		360798	561103	

ACCOUNT DETAIL					LINE AMOUNT
1 411	626002	41136	LEISURE SE	ELECTRIC	488.30

488.30

ACCOUNTS PAYABLE WARRANT REPORT

Detail Invoice List

WARRANT: 11082023 11/08/2023

CASH ACCOUNT: 001 100350 ACCOUNTS PAYABLE CLEARING

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
193	COAST ELECTRIC POWER	0000		INV	11/08/2023		360799	561104	

ACCOUNT DETAIL					LINE AMOUNT
1	411	626002	41136	LEISURE SE ELECTRIC	2,719.50

2,719.50

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
193	COAST ELECTRIC POWER	0000		INV	11/08/2023		360800	561105	

ACCOUNT DETAIL					LINE AMOUNT
1	825	626002		SEWER ELECTRIC	97.72

97.72

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
193	COAST ELECTRIC POWER	0000		INV	11/08/2023		360801	561106	

ACCOUNT DETAIL					LINE AMOUNT
1	825	626002		SEWER ELECTRIC	59.64

59.64

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
193	COAST ELECTRIC POWER	0000		INV	11/08/2023		360802	561107	

ACCOUNT DETAIL					LINE AMOUNT
1	825	626002		SEWER ELECTRIC	71.43

71.43

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
193	COAST ELECTRIC POWER	0000		INV	11/08/2023		360803	561108	

ACCOUNT DETAIL					LINE AMOUNT
1	325	625100		ENGINEER STREET LHT	70.95

70.95

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
193	COAST ELECTRIC POWER	0000		INV	11/08/2023		360804	561109	

ACCOUNT DETAIL					LINE AMOUNT
1	325	625100		ENGINEER STREET LHT	55.25

55.25

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
193	COAST ELECTRIC POWER	0000		INV	11/08/2023		360805	561110	

ACCOUNT DETAIL					LINE AMOUNT
1	325	625100		ENGINEER STREET LHT	58.99

58.99

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
193	COAST ELECTRIC POWER	0000		INV	11/08/2023		360806	561111	

ACCOUNT DETAIL					LINE AMOUNT
1	825	626002		SEWER ELECTRIC	72.55

72.55

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
193	COAST ELECTRIC POWER	0000		INV	11/08/2023		360809	561112	

ACCOUNT DETAIL					LINE AMOUNT
1	325	625100		ENGINEER STREET LHT	68.72

68.72

ACCOUNTS PAYABLE WARRANT REPORT

Detail Invoice List

WARRANT: 11082023 11/08/2023

CASH ACCOUNT: 001 100350 ACCOUNTS PAYABLE CLEARING

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
193	COAST ELECTRIC POWER	0000		INV	11/08/2023		360816	561113	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 311 626002		STS & DRAI	ELECTRIC		66.75			
						66.75			
193	COAST ELECTRIC POWER	0000		INV	11/08/2023		360817	561114	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 815 626002		WATER	ELECTRIC		2,603.58			
						2,603.58			
193	COAST ELECTRIC POWER	0000		INV	11/08/2023		360818	561115	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 825 626002		SEWER	ELECTRIC		63.01			
						63.01			
193	COAST ELECTRIC POWER	0000		INV	11/08/2023		360819	561116	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 825 626002		SEWER	ELECTRIC		53.00			
						53.00			
193	COAST ELECTRIC POWER	0000		INV	11/08/2023		360821	561117	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 325 625100		ENGINEER	STREET LHT		62.54			
						62.54			
193	COAST ELECTRIC POWER	0000		INV	11/08/2023		360822	561118	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 290 626002		FIRE	ELECTRIC		524.50			
						524.50			
193	COAST ELECTRIC POWER	0000		INV	11/08/2023		360823	561119	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 290 626002		FIRE	ELECTRIC		638.83			
						638.83			
193	COAST ELECTRIC POWER	0000		INV	11/08/2023		360824	561120	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 325 625100		ENGINEER	STREET LHT		56.27			
						56.27			
193	COAST ELECTRIC POWER	0000		INV	11/08/2023		360825	561121	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 325 625100		ENGINEER	STREET LHT		58.61			
						58.61			

ACCOUNTS PAYABLE WARRANT REPORT

Detail Invoice List

WARRANT: 11082023 11/08/2023

CASH ACCOUNT: 001 100350 ACCOUNTS PAYABLE CLEARING

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
193	COAST ELECTRIC POWER	0000		INV	11/08/2023		360826	561122	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 825 626002		SEWER	ELECTRIC		58.14			
						58.14			
193	COAST ELECTRIC POWER	0000		INV	11/08/2023		360827	561123	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 825 626002		SEWER	ELECTRIC		337.08			
						337.08			
193	COAST ELECTRIC POWER	0000		INV	11/08/2023		360828	561124	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 825 626002		SEWER	ELECTRIC		57.49			
						57.49			
193	COAST ELECTRIC POWER	0000		INV	11/08/2023		360829	561125	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 325 625100		ENGINEER	STREET LHT		57.49			
						57.49			
193	COAST ELECTRIC POWER	0000		INV	11/08/2023		360830	561126	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 411 626002		LEISURE SE	ELECTRIC		216.73			
						216.73			
193	COAST ELECTRIC POWER	0000		INV	11/08/2023		360831	561127	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 325 625100		ENGINEER	STREET LHT		1,411.10			
						1,411.10			
193	COAST ELECTRIC POWER	0000		INV	11/08/2023		360832	561128	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 325 625100		ENGINEER	STREET LHT		501.78			
						501.78			
193	COAST ELECTRIC POWER	0000		INV	11/08/2023		360833	561129	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 325 625100		ENGINEER	STREET LHT		76.57			
						76.57			
193	COAST ELECTRIC POWER	0000		INV	11/08/2023		360834	561130	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 325 625100		ENGINEER	STREET LHT		172.57			
						172.57			

ACCOUNTS PAYABLE WARRANT REPORT

Detail Invoice List

WARRANT: 11082023 11/08/2023

CASH ACCOUNT: 001 100350 ACCOUNTS PAYABLE CLEARING

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
193	COAST ELECTRIC POWER	0000		INV	11/08/2023		360835	561131	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 325 625100		ENGINEER	STREET LHT		840.51			
						840.51			
193	COAST ELECTRIC POWER	0000		INV	11/08/2023		360836	561132	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 411 626002 41136		LEISURE SE	ELECTRIC		5,015.63			
						5,015.63			
193	COAST ELECTRIC POWER	0000		INV	11/08/2023		360837	561133	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 325 625100		ENGINEER	STREET LHT		61.70			
						61.70			
193	COAST ELECTRIC POWER	0000		INV	11/08/2023		360838	561134	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 325 625100		ENGINEER	STREET LHT		440.41			
						440.41			
193	COAST ELECTRIC POWER	0000		INV	11/08/2023		360839	561135	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 325 625100		ENGINEER	STREET LHT		144.60			
						144.60			
193	COAST ELECTRIC POWER	0000		INV	11/08/2023		360840	561136	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 825 626002		SEWER	ELECTRIC		73.30			
						73.30			
193	COAST ELECTRIC POWER	0000		INV	11/08/2023		360841	561137	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 325 625100		ENGINEER	STREET LHT		26.16			
						26.16			
						CHECK TOTAL	**38,106.87**		
5228	COASTAL DUST CONTROL	0000		EFT	11/08/2023		359734	559863	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 143 620900		CAO Office	CONTRACT		37.07			
						37.07			
5228	COASTAL DUST CONTROL	0000		EFT	11/08/2023		360121	560278	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 213 610100		OPERATING	JANITORIAL		27.27			
						27.27			

ACCOUNTS PAYABLE WARRANT REPORT

Detail Invoice List

WARRANT: 11082023 11/08/2023

CASH ACCOUNT: 001 100350 ACCOUNTS PAYABLE CLEARING

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
5228	COASTAL DUST CONTROL	0000		EFT	11/08/2023		360122	560280	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 213 610100		OPERATING JANITORIAL			27.27			
						27.27			
5228	COASTAL DUST CONTROL	0000		EFT	11/08/2023		360266	560431	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 125 621700		CITY COURT MAINT CONT			37.55			
						37.55			
5228	COASTAL DUST CONTROL	0000		EFT	11/08/2023		360267	560432	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 125 621700		CITY COURT MAINT CONT			37.55			
						37.55			
5228	COASTAL DUST CONTROL	0000		EFT	11/08/2023		360268	560433	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 125 621700		CITY COURT MAINT CONT			37.55			
						37.55			
5228	COASTAL DUST CONTROL	0000		EFT	11/08/2023		360269	560434	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 125 621700		CITY COURT MAINT CONT			37.55			
						37.55			
5228	COASTAL DUST CONTROL	0000		EFT	11/08/2023		360270	560435	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 125 621700		CITY COURT MAINT CONT			37.55			
						37.55			
5228	COASTAL DUST CONTROL	0000		EFT	11/08/2023		360275	560440	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 143 620900		CAO Office	CONTRACT		37.07			
						37.07			
5228	COASTAL DUST CONTROL	0000		EFT	11/08/2023		360328	560497	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 213 610100		OPERATING JANITORIAL			27.27			
						27.27			
5228	COASTAL DUST CONTROL	0000		EFT	11/08/2023		360440	560613	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 815 620900		WATER	CONTRACT		140.92			
						140.92			

ACCOUNTS PAYABLE WARRANT REPORT

Detail Invoice List

WARRANT: 11082023 11/08/2023

CASH ACCOUNT: 001 100350 ACCOUNTS PAYABLE CLEARING

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
5228	COASTAL DUST CONTROL	0000		EFT	11/08/2023		360441	560614	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 815 620900		WATER	CONTRACT		122.92			
						122.92			
5228	COASTAL DUST CONTROL	0000		EFT	11/08/2023		360442	560615	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 815 620900		WATER	CONTRACT		122.92			
						122.92			
						CHECK TOTAL	**730.46**		
42007	COMMUNICATIONS INTERN	0000	240015	EFT	11/08/2023		360058	560209	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 290 612200		FIRE	REP&MAINT		95.00			
						95.00			
42007	COMMUNICATIONS INTERN	0000	240015	EFT	11/08/2023		360059	560210	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 290 612200		FIRE	REP&MAINT		47.50			
						47.50			
42007	COMMUNICATIONS INTERN	0000	240015	EFT	11/08/2023		360103	560257	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 290 612200		FIRE	REP&MAINT		124.60			
						124.60			
42007	COMMUNICATIONS INTERN	0000	240015	EFT	11/08/2023		360316	560482	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 290 612200		FIRE	REP&MAINT		231.90			
						231.90			
						CHECK TOTAL	**499.00**		
20659	CORNETT BOLT & SCREW,	0000	240125	EFT	11/08/2023		360110	560264	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 213 611300		OPERATING	MOTR VEH		77.57			
						77.57			
20659	CORNETT BOLT & SCREW,	0000	240100	EFT	11/08/2023		360111	560265	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 290 610700		FIRE	OPER SUPL		51.32			
						51.32			

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Detail Invoice List

WARRANT: 11082023 11/08/2023

CASH ACCOUNT: 001 100350 ACCOUNTS PAYABLE CLEARING

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
20659	CORNETT BOLT & SCREW,	0000	240125	EFT	11/08/2023		360179	560339	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 213 611300		OPERATING	MOTR VEH		4.08			
						4.08			
20659	CORNETT BOLT & SCREW,	0000		EFT	11/08/2023		360293	560458	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 447 612200		HRB LGT EX	REP&MAINT		46.59			
						46.59			
20659	CORNETT BOLT & SCREW,	0000	240027	EFT	11/08/2023		360416	560588	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 815 610700		WATER	OPER SUPL		149.56			
						149.56			
						CHECK TOTAL	**329.12**		
1576	COVINGTON SALES & SER	0000	1	EFT	11/08/2023		360383	560555	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 311 614300		STS & DRAI	GRAVEL		3,025.91			
						3,025.91			
						CHECK TOTAL	**3,025.91**		
39214	CUSTOM CALL CENTER LL	0000		EFT	11/08/2023		360443	560616	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 815 626001		WATER	TELEPHONE		501.59			
						501.59			
						CHECK TOTAL	**501.59**		
42605	DISTRIBUTORS HOLDING	0000	240062	EFT	11/08/2023		360384	560556	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 825 610700		SEWER	OPER SUPL		84.00			
						84.00			
						CHECK TOTAL	**84.00**		
10037	DMS MAIL MANAGEMENT,	0000	240163	EFT	11/08/2023		360070	560221	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 811 627900		UTIL BILL	MISC		1,562.48			
						1,562.48			

ACCOUNTS PAYABLE WARRANT REPORT

Detail Invoice List

WARRANT: 11082023 11/08/2023

CASH ACCOUNT: 001 100350 ACCOUNTS PAYABLE CLEARING

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
10037	DMS MAIL MANAGEMENT,	0000		EFT	11/08/2023		360205	560367	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 125 620900		CITY COURT CONTRACT			299.84			
						299.84			
10037	DMS MAIL MANAGEMENT,	0000		EFT	11/08/2023		360212	560374	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 213 625700		OPERATING POSTAGE			1,725.95			
						1,725.95			
						CHECK TOTAL	**3,588.27**		
43005	DOMANIQUE ADAMS	0000	240082	INV	11/08/2023		359810	559942	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 213 626900		OPERATING TRAVEL			157.00			
						157.00			
						CHECK TOTAL	**157.00**		
202	DPS CRIME LAB	0000		EFT	11/08/2023		360333	560503	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 213 620701		OPERATING FORENSIC			420.00			
						420.00			
						CHECK TOTAL	**420.00**		
11424	EAGLE ENERGY INC.	0000		EFT	11/08/2023		360245	560409	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 445 614100		J T JONES FUEL RETAI			9,348.51			
						9,348.51			
11424	EAGLE ENERGY INC.	0000		EFT	11/08/2023		360246	560410	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 445 614100		J T JONES FUEL RETAI			1,891.89			
						1,891.89			
11424	EAGLE ENERGY INC.	0000		EFT	11/08/2023		360276	560441	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 445 614100		J T JONES FUEL RETAI			3,536.57			
						3,536.57			
						CHECK TOTAL	**14,776.97**		

ACCOUNTS PAYABLE WARRANT REPORT

Detail Invoice List

WARRANT: 11082023 11/08/2023

CASH ACCOUNT: 001 100350 ACCOUNTS PAYABLE CLEARING

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
40843	EAGLE SERVICES, INC.	0000	233072	EFT	11/08/2023		359943	560077	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 100 630100 23013		CAP PROJ	CAP OTLY		4,790.00			
						4,790.00			
40843	EAGLE SERVICES, INC.	0000	240285	EFT	11/08/2023		360502	560677	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 415 624601		BLDG MAINT	REPAIRS		110.00			
						110.00			
						CHECK TOTAL	**4,900.00**		
39643	EK EMBROIDERY LLC	0000	240240	EFT	11/08/2023		360481	560654	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 213 612500		OPERATING	UNIFORMS		790.00			
						790.00			
						CHECK TOTAL	**790.00**		
24880	ERIC VALLES	0000	240284	INV	11/08/2023		360259	560423	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 290 626900		FIRE	TRAVEL		46.00			
						46.00			
						CHECK TOTAL	**46.00**		
2802	EVIDENT INC	0000	233162	EFT	11/08/2023		360071	560222	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 213 615200		OPERATING	PHOTO		245.00			
						245.00			
						CHECK TOTAL	**245.00**		
227	FASTENAL	0001	240299	EFT	11/08/2023		360588	560769	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 411 610600		LEISURE SE	LANDSCAPE		544.15			
						544.15			
						CHECK TOTAL	**544.15**		
1075	FEDEX	0001		INV	11/08/2023		360446	560619	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 815 625700		WATER	POSTAGE		18.66			
						18.66			

ACCOUNTS PAYABLE WARRANT REPORT

Detail Invoice List

WARRANT: 11082023 11/08/2023

CASH ACCOUNT: 001 100350 ACCOUNTS PAYABLE CLEARING

VENDOR		REMIT	PO	TYPE	DUE DATE		AMOUNT	DOCUMENT	VOUCHER	CHECK
						CHECK TOTAL	**18.66**			
41691	FERGUSON US HOLDINGS,	0000	240028	EFT	11/08/2023			360409	560581	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 815 610700		WATER	OPER SUPL		180.00				
							180.00			
						CHECK TOTAL	**180.00**			
19647	FLOORING MART, LLC	0000		INV	11/08/2023			360078	560231	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 447 612200		HRB LGT EX	REP&MAINT		3,155.20				
							3,155.20			
						CHECK TOTAL	**3,155.20**			
6528	FLEETCOR	0001		EFT	11/08/2023			359965	560099	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 290 614000		FIRE	FUEL		3,312.77				
							3,312.77			
6528	FLEETCOR	0001		EFT	11/08/2023			360029	560170	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 290 614000		FIRE	FUEL		83.27				
							83.27			
6528	FLEETCOR	0001		EFT	11/08/2023			360030	560171	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 411 614000		LEISURE SE	FUEL		45.35				
							45.35			
6528	FLEETCOR	0001		EFT	11/08/2023			360031	560173	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 411 614000		LEISURE SE	FUEL		421.09				
							421.09			
6528	FLEETCOR	0001		EFT	11/08/2023			360032	560174	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 411 614000		LEISURE SE	FUEL		295.50				
							295.50			
6528	FLEETCOR	0001		EFT	11/08/2023			360047	560194	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 611 614000		PLAN & ZON	FUEL		118.51				
							118.51			

ACCOUNTS PAYABLE WARRANT REPORT

Detail Invoice List

WARRANT: 11082023 11/08/2023

CASH ACCOUNT: 001 100350 ACCOUNTS PAYABLE CLEARING

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
6528	FLEETCOR	0001		EFT	11/08/2023		360079	560232	

ACCOUNT DETAIL					LINE AMOUNT
1	148	614000	Events	FUEL	54.24

54.24

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
6528	FLEETCOR	0001		EFT	11/08/2023		360120	560279	

ACCOUNT DETAIL					LINE AMOUNT
1	150	614000	INFO TECH	FUEL	43.58

43.58

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
6528	FLEETCOR	0001		EFT	11/08/2023		360135	560294	

ACCOUNT DETAIL					LINE AMOUNT
1	611	614000	PLAN & ZON	FUEL	199.31

199.31

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
6528	FLEETCOR	0001		EFT	11/08/2023		360137	560296	

ACCOUNT DETAIL					LINE AMOUNT
1	290	614000	FIRE	FUEL	3,324.55

3,324.55

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
6528	FLEETCOR	0001		EFT	11/08/2023		360151	560311	

ACCOUNT DETAIL					LINE AMOUNT
1	411	614000	LEISURE SE	FUEL	38.37

38.37

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
6528	FLEETCOR	0001		EFT	11/08/2023		360216	560379	

ACCOUNT DETAIL					LINE AMOUNT
1	213	614000	OPERATING	FUEL	9,959.60
2	215	614000	Code Enf	FUEL	99.98

10,059.58

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
6528	FLEETCOR	0001		EFT	11/08/2023		360249	560413	

ACCOUNT DETAIL					LINE AMOUNT
1	445	614000	J T JONES	FUEL	117.35

117.35

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
6528	FLEETCOR	0001		EFT	11/08/2023		360250	560414	

ACCOUNT DETAIL					LINE AMOUNT
1	445	614000	J T JONES	FUEL	98.49

98.49

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
6528	FLEETCOR	0001		EFT	11/08/2023		360338	560508	

ACCOUNT DETAIL					LINE AMOUNT
1	290	614000	FIRE	FUEL	3,094.56

3,094.56

ACCOUNTS PAYABLE WARRANT REPORT

Detail Invoice List

WARRANT: 11082023 11/08/2023

CASH ACCOUNT: 001 100350 ACCOUNTS PAYABLE CLEARING

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
6528	FLEETCOR	0001		EFT	11/08/2023		360447	560620	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 315 614000		TRAFFIC FUEL			319.02			
						319.02			
6528	FLEETCOR	0001		EFT	11/08/2023		360448	560621	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 315 614000		TRAFFIC FUEL			530.57			
						530.57			
6528	FLEETCOR	0001		EFT	11/08/2023		360449	560622	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 315 614000		TRAFFIC FUEL			479.33			
						479.33			
6528	FLEETCOR	0001		EFT	11/08/2023		360450	560623	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 313 614000		PUB WORK AFUEL			340.37			
						340.37			
6528	FLEETCOR	0001		EFT	11/08/2023		360451	560624	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 313 614000		PUB WORK AFUEL			159.13			
						159.13			
6528	FLEETCOR	0001		EFT	11/08/2023		360452	560625	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 313 614000		PUB WORK AFUEL			377.91			
						377.91			
6528	FLEETCOR	0001		EFT	11/08/2023		360453	560626	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 325 614000		ENGINEER FUEL			52.95			
						52.95			
6528	FLEETCOR	0001		EFT	11/08/2023		360454	560627	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 325 614000		ENGINEER FUEL			63.62			
						63.62			
6528	FLEETCOR	0001		EFT	11/08/2023		360455	560628	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 325 614000		ENGINEER FUEL			68.98			
						68.98			

ACCOUNTS PAYABLE WARRANT REPORT

Detail Invoice List

WARRANT: 11082023 11/08/2023

CASH ACCOUNT: 001 100350 ACCOUNTS PAYABLE CLEARING

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
6528	FLEETCOR	0001		EFT	11/08/2023		360456	560629	

ACCOUNT DETAIL					LINE AMOUNT
1	815	614000	WATER	FUEL	53.16

53.16

6528	FLEETCOR	0001		EFT	11/08/2023		360457	560630	

ACCOUNT DETAIL					LINE AMOUNT
1	315	614000	TRAFFIC	FUEL	59.90

59.90

6528	FLEETCOR	0001		EFT	11/08/2023		360470	560643	

ACCOUNT DETAIL					LINE AMOUNT
1	415	614000	BLDG MAINT	FUEL	150.13

150.13

6528	FLEETCOR	0001		EFT	11/08/2023		360473	560647	

ACCOUNT DETAIL					LINE AMOUNT
1	215	614000	Code Enf	FUEL	225.80
2	213	614000	OPERATING	FUEL	10,839.22

11,065.02

CHECK TOTAL **35,026.61**

384	GALLS LLC	0000	240110	EFT	11/08/2023		360073	560225	

ACCOUNT DETAIL					LINE AMOUNT
1	213	612500	OPERATING	UNIFORMS	1,368.47

1,368.47

CHECK TOTAL **1,368.47**

43050	GARRET M LANDRY	0000	240279	INV	11/08/2023		360254	560418	

ACCOUNT DETAIL					LINE AMOUNT
1	290	626900	FIRE	TRAVEL	46.00

46.00

CHECK TOTAL **46.00**

39641	GLOBE MANUFACTURING L	0000		EFT	11/08/2023		360138	560297	

ACCOUNT DETAIL					LINE AMOUNT
1	290	612500	FIRE	UNIFORMS	991.20

991.20

39641	GLOBE MANUFACTURING L	0000		EFT	11/08/2023		360311	560477	

ACCOUNT DETAIL					LINE AMOUNT
1	290	612500	FIRE	UNIFORMS	178.62

ACCOUNTS PAYABLE WARRANT REPORT

Detail Invoice List

WARRANT: 11082023 11/08/2023

CASH ACCOUNT: 001 100350 ACCOUNTS PAYABLE CLEARING

VENDOR		REMIT	PO	TYPE	DUE DATE		AMOUNT	DOCUMENT	VOUCHER	CHECK
							178.62			
						CHECK TOTAL	**1,169.82**			
291	GOLDIN METALS, INC	0000	240152	EFT	11/08/2023			360211	560373	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 415 611000		BLDG MAINT	BLG MAT		519.93				
							519.93			
						CHECK TOTAL	**519.93**			
12011	GOODYEAR CORPORATE #2	0000	240218	INV	11/08/2023			360180	560340	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 213 611300		OPERATING	MOTR VEH		1,401.48				
							1,401.48			
12011	GOODYEAR CORPORATE #2	0000	240294	INV	11/08/2023			360525	560700	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 213 611300		OPERATING	MOTR VEH		1,118.76				
							1,118.76			
						CHECK TOTAL	**2,520.24**			
43055	GRANT M VALDES	0000	240283	INV	11/08/2023			360258	560422	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 290 626900		FIRE	TRAVEL		46.00				
							46.00			
						CHECK TOTAL	**46.00**			
41824	GREENPOINT AG HOLDING	0001	240304	EFT	11/08/2023			360555	560729	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 411 613700		LEISURE SE	CHEMICALS		4,994.60				
							4,994.60			
						CHECK TOTAL	**4,994.60**			
35999	GULF BREEZE LANDSCAPI	0000		EFT	11/08/2023			360581	560761	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 411 620900		LEISURE SE	CONTRACT		37,070.00				
							37,070.00			
						CHECK TOTAL	**37,070.00**			

ACCOUNTS PAYABLE WARRANT REPORT

Detail Invoice List

WARRANT: 11082023 11/08/2023

CASH ACCOUNT: 001 100350 ACCOUNTS PAYABLE CLEARING

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
329	GULF COAST BUSINESS S	0000	240056	EFT	11/08/2023		360028	560168	

	ACCOUNT DETAIL				LINE AMOUNT
1	111	610400	MAYOR	OFF SUPPLS	19.58
2	143	610100	CAO Office	JANITORIAL	12.66
3	143	610400	CAO Office	OFF SUPPLS	6.93

39.17

329	GULF COAST BUSINESS S	0000	240151	EFT	11/08/2023		360165	560325	

	ACCOUNT DETAIL				LINE AMOUNT
1	290	610100	FIRE	JANITORIAL	625.97

625.97

329	GULF COAST BUSINESS S	0000	240190	EFT	11/08/2023		360168	560328	

	ACCOUNT DETAIL				LINE AMOUNT
1	290	610400	FIRE	OFF SUPPLS	35.82

35.82

329	GULF COAST BUSINESS S	0000	240190	EFT	11/08/2023		360169	560329	

	ACCOUNT DETAIL				LINE AMOUNT
1	290	610400	FIRE	OFF SUPPLS	481.03

481.03

329	GULF COAST BUSINESS S	0000	240220	EFT	11/08/2023		360236	560399	

	ACCOUNT DETAIL				LINE AMOUNT
1	611	610400	PLAN & ZON	OFF SUPPLS	298.52

298.52

329	GULF COAST BUSINESS S	0000	240220	EFT	11/08/2023		360240	560403	

	ACCOUNT DETAIL				LINE AMOUNT
1	611	610400	PLAN & ZON	OFF SUPPLS	67.76

67.76

329	GULF COAST BUSINESS S	0000	240149	EFT	11/08/2023		360260	560425	

	ACCOUNT DETAIL				LINE AMOUNT
1	111	610400	MAYOR	OFF SUPPLS	46.50
2	143	610400	CAO Office	OFF SUPPLS	46.50
3	145	610400	Finance	OFF SUPPLS	46.50
4	147	610400	Marketing	OFF SUPPLS	46.50

186.00

329	GULF COAST BUSINESS S	0000	240308	EFT	11/08/2023		360352	560524	

	ACCOUNT DETAIL				LINE AMOUNT
1	111	610400	MAYOR	OFF SUPPLS	6.26
2	143	610400	CAO Office	OFF SUPPLS	6.26

12.52

ACCOUNTS PAYABLE WARRANT REPORT

Detail Invoice List

WARRANT: 11082023 11/08/2023

CASH ACCOUNT: 001 100350 ACCOUNTS PAYABLE CLEARING

VENDOR		REMIT	PO	TYPE	DUE DATE		AMOUNT	DOCUMENT	VOUCHER	CHECK
329	GULF COAST BUSINESS S	0000	240094	EFT	11/08/2023			360569	560746	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 290 610700		FIRE	OPER SUPL		1,195.00				
							1,195.00			
329	GULF COAST BUSINESS S	0000	240346	EFT	11/08/2023			360976	561201	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 290 610400		FIRE	OFF SUPPLS		140.68				
							140.68			
						CHECK TOTAL	**3,082.47**			
42372	GULF COAST BUSINESS C	0000		INV	11/08/2023			360051	560201	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 115 627700		COUNCIL	CONTRIBUTE		1,500.00				
							1,500.00			
42372	GULF COAST BUSINESS C	0000		INV	11/08/2023			360314	560480	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 111 621900		MAYOR	MEMBER DUE		1,500.00				
							1,500.00			
						CHECK TOTAL	**3,000.00**			
360	GULF HYDRAULICS & PNE	0000	240337	EFT	11/08/2023			360332	560501	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 290 610700		FIRE	OPER SUPL		149.15				
							149.15			
						CHECK TOTAL	**149.15**			
420	GULF REGIONAL PLANNIN	0000		INV	11/08/2023			360048	560198	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 115 627700		COUNCIL	CONTRIBUTE		30,943.00				
							30,943.00			
						CHECK TOTAL	**30,943.00**			
40610	GYM WORX LLC	0000		INV	11/08/2023			360556	560732	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 411 612200		LEISURE SE	REP&MAINT		229.58				
							229.58			
						CHECK TOTAL	**229.58**			

ACCOUNTS PAYABLE WARRANT REPORT

Detail Invoice List

WARRANT: 11082023 11/08/2023

CASH ACCOUNT: 001 100350 ACCOUNTS PAYABLE CLEARING

VENDOR		REMIT	PO	TYPE	DUE DATE		AMOUNT	DOCUMENT	VOUCHER	CHECK
42661	H&S CONSTRUCTION	0000		EFT	11/08/2023			360612	560796	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 447 620900		HRB LGT EX CONTRACT			61,000.00				
							61,000.00			
						CHECK TOTAL	**61,000.00**			
1263	FRANCISCO HARDY	0000		INV	11/08/2023			360565	560742	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 411 620900		LEISURE SE CONTRACT			50.00				
							50.00			
						CHECK TOTAL	**50.00**			
1368	HARRISON COUNTY SOIL	0000		INV	11/08/2023			360049	560199	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 115 627700		COUNCIL CONTRIBUTE			15,000.00				
							15,000.00			
						CHECK TOTAL	**15,000.00**			
2085	HARRISON COUNTY	0000		INV	11/08/2023			360126	560285	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 213 622300		OPERATING TRAIN PRG			597.00				
							597.00			
						CHECK TOTAL	**597.00**			
2066	HAVARD PEST CONTROL	0001		EFT	11/08/2023			360013	560148	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 811 627900		UTIL BILL MISC			16.66				
							16.66			
2066	HAVARD PEST CONTROL	0001		EFT	11/08/2023			360080	560233	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 447 626008		HRB LGT EX PEST CTRL			70.00				
							70.00			
2066	HAVARD PEST CONTROL	0001		EFT	11/08/2023			360217	560380	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 213 620900		OPERATING CONTRACT			92.00				
							92.00			

ACCOUNTS PAYABLE WARRANT REPORT

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WARRANT: 11082023 11/08/2023

CASH ACCOUNT: 001 100350 ACCOUNTS PAYABLE CLEARING

VENDOR		REMIT	PO	TYPE	DUE DATE		AMOUNT	DOCUMENT	VOUCHER	CHECK
2066	HAVARD PEST CONTROL	0001		EFT	11/08/2023			360444	560617	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 815 620900		WATER	CONTRACT		90.00				
							90.00			
2066	HAVARD PEST CONTROL	0001		EFT	11/08/2023			360445	560618	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 815 620900		WATER	CONTRACT		45.00				
							45.00			
2066	HAVARD PEST CONTROL	0001		EFT	11/08/2023			361240	561420	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 445 620900		J T JONES	CONTRACT		65.00				
							65.00			
						CHECK TOTAL	**378.66**			
12506	ERIC HILL	0000		EFT	11/08/2023			360566	560743	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 411 620900		LEISURE SE	CONTRACT		250.00				
							250.00			
						CHECK TOTAL	**250.00**			
514	HOME DEPOT CREDIT SER	0000		INV	11/08/2023			360227	560390	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 290 611000		FIRE	BLG MAT		278.10				
							278.10			
514	HOME DEPOT CREDIT SER	0000		INV	11/08/2023			360229	560392	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 290 612200		FIRE	REP&MAINT		1,534.84				
							1,534.84			
						CHECK TOTAL	**1,812.94**			
555	HUNTOONS INC	0000	240157	EFT	11/08/2023			360374	560546	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 311 610700		STS & DRAI	OPER SUPL		577.60				
							577.60			
						CHECK TOTAL	**577.60**			

ACCOUNTS PAYABLE WARRANT REPORT

Detail Invoice List

WARRANT: 11082023 11/08/2023

CASH ACCOUNT: 001 100350 ACCOUNTS PAYABLE CLEARING

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
42384	IMPERIAL BAG & PAPER,	0000		EFT	11/08/2023		361239	561419	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 145 610100		Finance	JANITORIAL		128.24			
	2 811 610100		UTIL BILL	JANITORIAL		256.48			
							384.72		
						CHECK TOTAL	**384.72**		
42117	INTERSTATE BATTERY OF	0000	240140	EFT	11/08/2023		360182	560342	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 213 611300		OPERATING	MOTR VEH		1,293.70			
							1,293.70		
						CHECK TOTAL	**1,293.70**		
42450	ISAIAH MORGAN	0000		EFT	11/08/2023		360563	560739	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 411 620900		LEISURE SE	CONTRACT		200.00			
							200.00		
						CHECK TOTAL	**200.00**		
261	ISCO METALS & SUPPLY	0000	240235	EFT	11/08/2023		360526	560701	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 213 611300		OPERATING	MOTR VEH		440.00			
							440.00		
						CHECK TOTAL	**440.00**		
24653	ITSAVVY LLC	0001	240001	EFT	11/08/2023		360033	560175	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 290 621700		FIRE	MAINT CONT		125.68			
							125.68		
24653	ITSAVVY LLC	0001	240231	EFT	11/08/2023		360159	560319	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 290 610700		FIRE	OPER SUPL		309.27			
							309.27		
24653	ITSAVVY LLC	0001	240063	EFT	11/08/2023		360325	560491	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 148 627800 24003		Events	EVENT		159.41			
							159.41		

ACCOUNTS PAYABLE WARRANT REPORT

Detail Invoice List

WARRANT: 11082023 11/08/2023

CASH ACCOUNT: 001 100350 ACCOUNTS PAYABLE CLEARING

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
24653	ITSAVVY LLC	0001	240212	EFT	11/08/2023		360570	560747	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 150 610400		INFO TECH	OFF SUPPLS		180.79			
						180.79			
24653	ITSAVVY LLC	0001	240212	EFT	11/08/2023		360571	560748	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 150 610400		INFO TECH	OFF SUPPLS		3,461.07			
						3,461.07			
24653	ITSAVVY LLC	0001	240212	EFT	11/08/2023		360572	560749	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 150 610400		INFO TECH	OFF SUPPLS		58.05			
						58.05			
					CHECK TOTAL	**4,294.27**			
275	J H WRIGHT & ASSOC	0001	240236	EFT	11/08/2023		360345	560517	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 815 616400		WATER	WATERWELL		270.00			
						270.00			
					CHECK TOTAL	**270.00**			
43022	JAAF LLC	0000	240145	EFT	11/08/2023		360527	560702	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 213 611300		OPERATING	MOTR VEH		1,500.00			
						1,500.00			
					CHECK TOTAL	**1,500.00**			
3134	JACKSON COUNTY JUSTIC	0000		INV	11/08/2023		360475	560646	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 135 621300		CITY ATTY	LEGAL FEES		55.00			
						55.00			
3134	JACKSON COUNTY JUSTIC	0000		INV	11/08/2023		360480	560653	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 135 621300		CITY ATTY	LEGAL FEES		55.00			
						55.00			
					CHECK TOTAL	**110.00**			

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WARRANT: 11082023 11/08/2023

CASH ACCOUNT: 001 100350 ACCOUNTS PAYABLE CLEARING

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
43052	JACOB R MALLEY	0000	240281	INV	11/08/2023		360256	560420	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 290 626900		FIRE	TRAVEL		46.00			
						46.00			
						CHECK TOTAL	**46.00**		
43051	JAEDYN A LEBLANC	0000	240280	INV	11/08/2023		360255	560419	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 290 626900		FIRE	TRAVEL		46.00			
						46.00			
						CHECK TOTAL	**46.00**		
43089	JAMES M LADNER	0000		INV	11/08/2023		360558	560734	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 411 626900		LEISURE SE	TRAVEL		173.00			
						173.00			
						CHECK TOTAL	**173.00**		
43083	JANIAH OWENS	0000	240224	INV	11/08/2023		360129	560288	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 213 626900		OPERATING	TRAVEL		72.00			
						72.00			
						CHECK TOTAL	**72.00**		
15505	JAY JAY HOLDINGS LLC	0000		INV	11/08/2023		360149	560308	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 145 626700		Finance	RENTAL		692.44			
						692.44			
						CHECK TOTAL	**692.44**		
40045	JEREMY NEWSOME	0000	240217	INV	11/08/2023		360104	560258	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 290 626900		FIRE	TRAVEL		92.00			
						92.00			
						CHECK TOTAL	**92.00**		

ACCOUNTS PAYABLE WARRANT REPORT

Detail Invoice List

WARRANT: 11082023 11/08/2023

CASH ACCOUNT: 001 100350 ACCOUNTS PAYABLE CLEARING

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
43076	JEREMY VAN ABEL	0000	240086	INV	11/08/2023		359807	559939	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 213 626900		OPERATING	TRAVEL		144.00			
						144.00			
						CHECK TOTAL	**144.00**		
42628	JESSICA VERSIGA	0000		EFT	11/08/2023		360495	560669	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 145 626900		Finance	TRAVEL		52.00			
						52.00			
						CHECK TOTAL	**52.00**		
42340	JOHN D JOHNSON	0000		EFT	11/08/2023		360554	560731	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 411 620900		LEISURE SE	CONTRACT		375.00			
						375.00			
						CHECK TOTAL	**375.00**		
13406	JOHN FAYARD MOVING &	0000		EFT	11/08/2023		360045	560192	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 143 620900		CAO Office	CONTRACT		100.00			
						100.00			
13406	JOHN FAYARD MOVING &	0000		EFT	11/08/2023		360054	560204	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 145 620900		Finance	CONTRACT		1,015.99			
						1,015.99			
						CHECK TOTAL	**1,115.99**		
17386	JOHN MCADAMS, CHANCER	0000		INV	11/08/2023		360101	560255	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 145 624300		Finance	TAX COLECT		13,110.00			
						13,110.00			
17386	JOHN MCADAMS, CHANCER	0000		INV	11/08/2023		360422	560594	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 311 610700		STS & DRAI	OPER SUPL		26.00			
						26.00			
						CHECK TOTAL	**13,136.00**		

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WARRANT: 11082023 11/08/2023

CASH ACCOUNT: 001 100350 ACCOUNTS PAYABLE CLEARING

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
42637	JOHN T SCHWARTZ	0000	240081	INV	11/08/2023		359804	559935	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 213 626900		OPERATING	TRAVEL		144.00			
						144.00			
						CHECK TOTAL	**144.00**		
42313	JOHNSONS TREE SERVICE	0000	240169	INV	11/08/2023		360377	560549	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 311 620900		STS & DRAI	CONTRACT		2,500.00			
						2,500.00			
						CHECK TOTAL	**2,500.00**		
40938	JOSEPH PRINE	0000	240153	INV	11/08/2023		360142	560301	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 213 626900		OPERATING	TRAVEL		230.00			
						230.00			
						CHECK TOTAL	**230.00**		
39544	JUNIOR AUXILIARY OF G	0000		INV	11/08/2023		360052	560202	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 115 627700		COUNCIL	CONTRIBUTE		2,500.00			
						2,500.00			
						CHECK TOTAL	**2,500.00**		
43046	JUSTICE C COCHRAN	0000	240276	INV	11/08/2023		360251	560415	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 290 626900		FIRE	TRAVEL		46.00			
						46.00			
						CHECK TOTAL	**46.00**		
43075	KAMERYN WALKER	0000	240085	INV	11/08/2023		359814	559946	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 213 626900		OPERATING	TRAVEL		157.00			
						157.00			
						CHECK TOTAL	**157.00**		

ACCOUNTS PAYABLE WARRANT REPORT

Detail Invoice List

WARRANT: 11082023 11/08/2023

CASH ACCOUNT: 001 100350 ACCOUNTS PAYABLE CLEARING

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
1379	KANSAS CITY SOUTHERN	0001		EFT	11/08/2023		360476	560649	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 364 640100 02807		MDOTFUND	CAP CONST		9,375.00			
						9,375.00			
1379	KANSAS CITY SOUTHERN	0001		EFT	11/08/2023		360477	560650	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 364 640100 02807		MDOTFUND	CAP CONST		9,375.00			
						9,375.00			
						CHECK TOTAL	**18,750.00**		
43072	KAYLA SEALS	0000		EFT	11/08/2023		359982	560113	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 213 600100		OPERATING	WAGES\SAL		960.46			
						960.46			
						CHECK TOTAL	**960.46**		
16880	DS WATERS OF AMERICA	0000		INV	11/08/2023		360304	560468	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 445 610700		J T JONES	OPER SUPL		127.40			
						127.40			
16880	DS WATERS OF AMERICA	0000		INV	11/08/2023		360309	560475	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 445 610700		J T JONES	OPER SUPL		113.40			
						113.40			
						CHECK TOTAL	**240.80**		
42683	KEVIN T ROUSH	0000	240324	INV	11/08/2023		360335	560505	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 290 626900		FIRE	TRAVEL		161.00			
						161.00			
						CHECK TOTAL	**161.00**		
35998	KINGS SPRINKLER SYSTE	0000		EFT	11/08/2023		360582	560763	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 411 620900		LEISURE SE	CONTRACT		4,521.75			
						4,521.75			

ACCOUNTS PAYABLE WARRANT REPORT

Detail Invoice List

WARRANT: 11082023 11/08/2023

CASH ACCOUNT: 001 100350 ACCOUNTS PAYABLE CLEARING

VENDOR		REMIT	PO	TYPE	DUE DATE		AMOUNT	DOCUMENT	VOUCHER	CHECK
35998	KINGS SPRINKLER SYSTE	0000		EFT	11/08/2023			360583	560764	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 411 620900		LEISURE SE	CONTRACT		6,828.50				
							6,828.50			
						CHECK TOTAL	**11,350.25**			
43054	KOLTEN A SCOTT	0000	240282	INV	11/08/2023			360257	560421	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 290 626900		FIRE	TRAVEL		46.00				
							46.00			
						CHECK TOTAL	**46.00**			
36873	KULJIS MACHINE SHOP L	0000		INV	11/08/2023			361678	561858	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 445 612200		J T JONES	REP&MAINT		940.00				
							940.00			
						CHECK TOTAL	**940.00**			
35892	JOEL A LADNIER	0000	240216	INV	11/08/2023			360105	560259	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 290 626900		FIRE	TRAVEL		92.00				
							92.00			
						CHECK TOTAL	**92.00**			
43073	LAM HOANG	0000	240083	INV	11/08/2023			359805	559937	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 213 626900		OPERATING	TRAVEL		144.00				
							144.00			
						CHECK TOTAL	**144.00**			
43081	LAVAL BUSBY	0000	240222	INV	11/08/2023			360127	560286	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 213 626900		OPERATING	TRAVEL		72.00				
							72.00			
						CHECK TOTAL	**72.00**			

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WARRANT: 11082023 11/08/2023

CASH ACCOUNT: 001 100350 ACCOUNTS PAYABLE CLEARING

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
41693	LESLIE SLADE	0000	240138	EFT	11/08/2023		360090	560243	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 213 611300		OPERATING MOTR VEH			200.00			
						200.00			
41693	LESLIE SLADE	0000	240138	EFT	11/08/2023		360183	560343	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 213 611300		OPERATING MOTR VEH			100.00			
						100.00			
41693	LESLIE SLADE	0000	240138	EFT	11/08/2023		360185	560345	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 213 611300		OPERATING MOTR VEH			100.00			
						100.00			
						CHECK TOTAL	**400.00**		
380	LOWES OF GULFPORT MS	0000	240088	INV	11/08/2023		360286	560451	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 447 612200		HRB LGT EX REP&MAINT			58.50			
						58.50			
						CHECK TOTAL	**58.50**		
380	LOWES ACCTS RECEIVABL	0001	240043	INV	11/08/2023		359945	560079	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 415 611000		BLDG MAINT BLG MAT			58.30			
						58.30			
380	LOWES ACCTS RECEIVABL	0001	240109	INV	11/08/2023		360025	560165	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 213 611000		OPERATING BLG MAT			11.63			
	2 213 611300		OPERATING MOTR VEH			11.63			
						23.26			
380	LOWES ACCTS RECEIVABL	0001	240109	INV	11/08/2023		360026	560166	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 213 611000		OPERATING BLG MAT			17.79			
	2 213 611300		OPERATING MOTR VEH			17.79			
						35.58			
380	LOWES ACCTS RECEIVABL	0001	240109	INV	11/08/2023		360027	560167	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 213 611000		OPERATING BLG MAT			94.51			
	2 213 611300		OPERATING MOTR VEH			94.51			

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Detail Invoice List

WARRANT: 11082023 11/08/2023

CASH ACCOUNT: 001 100350 ACCOUNTS PAYABLE CLEARING

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
380	LOWES ACCTS RECEIVABL	0001	240014	INV	11/08/2023	189.02	360038	560182	

ACCOUNT DETAIL					LINE AMOUNT
1	290	610700	FIRE	OPER SUPL	66.49

66.49

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
380	LOWES ACCTS RECEIVABL	0001	240088	INV	11/08/2023	47.40	360072	560224	

ACCOUNT DETAIL					LINE AMOUNT
1	447	612200	HRB LGT EX	REP&MAINT	47.40

47.40

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
380	LOWES ACCTS RECEIVABL	0001	240057	INV	11/08/2023	495.16	360074	560226	

ACCOUNT DETAIL					LINE AMOUNT
1	148	627800	Events	EVENT	495.16

495.16

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
380	LOWES ACCTS RECEIVABL	0001	240057	INV	11/08/2023	82.53	360075	560227	

ACCOUNT DETAIL					LINE AMOUNT
1	148	627800	Events	EVENT	82.53

82.53

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
380	LOWES ACCTS RECEIVABL	0001	240057	INV	11/08/2023	217.71	360076	560228	

ACCOUNT DETAIL					LINE AMOUNT
1	148	627800	Events	EVENT	217.71

217.71

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
380	LOWES ACCTS RECEIVABL	0001	240109	INV	11/08/2023	175.05	360091	560244	

ACCOUNT DETAIL					LINE AMOUNT
1	213	611000	OPERATING	BLG MAT	87.52
2	213	611300	OPERATING	MOTR VEH	87.53

175.05

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
380	LOWES ACCTS RECEIVABL	0001	240014	INV	11/08/2023	124.76	360140	560299	

ACCOUNT DETAIL					LINE AMOUNT
1	290	610700	FIRE	OPER SUPL	124.76

124.76

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
380	LOWES ACCTS RECEIVABL	0001	240043	INV	11/08/2023	22.99	360153	560313	

ACCOUNT DETAIL					LINE AMOUNT
1	415	611000	BLDG MAINT	BLG MAT	22.99

22.99

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
380	LOWES ACCTS RECEIVABL	0001	240043	INV	11/08/2023	21.84	360154	560314	

ACCOUNT DETAIL					LINE AMOUNT
1	415	611000	BLDG MAINT	BLG MAT	21.84

21.84

ACCOUNTS PAYABLE WARRANT REPORT

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WARRANT: 11082023 11/08/2023

CASH ACCOUNT: 001 100350 ACCOUNTS PAYABLE CLEARING

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
380	LOWES ACCTS RECEIVABL	0001	240043	INV	11/08/2023		360155	560315	

ACCOUNT DETAIL				LINE AMOUNT
1	415 611000	BLDG MAINT	BLG MAT	50.30
				50.30

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
380	LOWES ACCTS RECEIVABL	0001	240043	INV	11/08/2023		360156	560316	

ACCOUNT DETAIL				LINE AMOUNT
1	415 611000	BLDG MAINT	BLG MAT	166.59
				166.59

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
380	LOWES ACCTS RECEIVABL	0001	240043	INV	11/08/2023		360157	560317	

ACCOUNT DETAIL				LINE AMOUNT
1	415 611000	BLDG MAINT	BLG MAT	59.76
				59.76

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
380	LOWES ACCTS RECEIVABL	0001	240109	INV	11/08/2023		360186	560346	

ACCOUNT DETAIL				LINE AMOUNT
1	213 611000	OPERATING	BLG MAT	296.66
2	213 611300	OPERATING	MOTR VEH	296.65
				593.31

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
380	LOWES ACCTS RECEIVABL	0001	240109	INV	11/08/2023		360188	560348	

ACCOUNT DETAIL				LINE AMOUNT
1	213 611000	OPERATING	BLG MAT	41.51
2	213 611300	OPERATING	MOTR VEH	41.52
				83.03

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
380	LOWES ACCTS RECEIVABL	0001	240109	INV	11/08/2023		360189	560349	

ACCOUNT DETAIL				LINE AMOUNT
1	213 611000	OPERATING	BLG MAT	55.85
2	213 611300	OPERATING	MOTR VEH	55.84
				111.69

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
380	LOWES ACCTS RECEIVABL	0001	240043	INV	11/08/2023		360209	560371	

ACCOUNT DETAIL				LINE AMOUNT
1	415 611000	BLDG MAINT	BLG MAT	2.62
				2.62

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
380	LOWES ACCTS RECEIVABL	0001	240043	INV	11/08/2023		360210	560372	

ACCOUNT DETAIL				LINE AMOUNT
1	415 611000	BLDG MAINT	BLG MAT	191.74
				191.74

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
380	LOWES ACCTS RECEIVABL	0001	240088	INV	11/08/2023		360218	560381	

ACCOUNT DETAIL				LINE AMOUNT
1	447 612200	HRB LGT EX	REP&MAINT	654.37

ACCOUNTS PAYABLE WARRANT REPORT

Detail Invoice List

WARRANT: 11082023 11/08/2023

CASH ACCOUNT: 001 100350 ACCOUNTS PAYABLE CLEARING

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
380	LOWES ACCTS RECEIVABL	0001	240088	INV	11/08/2023	654.37	360219	560382	

ACCOUNT DETAIL				LINE AMOUNT
1	447 612200	HRB LGT EX	REP&MAINT	164.48

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
						164.48			
380	LOWES ACCTS RECEIVABL	0001	240088	INV	11/08/2023		360220	560383	

ACCOUNT DETAIL				LINE AMOUNT
1	447 612200	HRB LGT EX	REP&MAINT	47.48

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
						47.48			
380	LOWES ACCTS RECEIVABL	0001	240014	INV	11/08/2023		360273	560438	

ACCOUNT DETAIL				LINE AMOUNT
1	290 610700	FIRE	OPER SUPL	112.14

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
						112.14			
380	LOWES ACCTS RECEIVABL	0001	240043	INV	11/08/2023		360279	560444	

ACCOUNT DETAIL				LINE AMOUNT
1	415 611000	BLDG MAINT	BLG MAT	31.29

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
						31.29			
380	LOWES ACCTS RECEIVABL	0001	240043	INV	11/08/2023		360280	560445	

ACCOUNT DETAIL				LINE AMOUNT
1	415 611000	BLDG MAINT	BLG MAT	26.08

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
						26.08			
380	LOWES ACCTS RECEIVABL	0001	240088	INV	11/08/2023		360283	560448	

ACCOUNT DETAIL				LINE AMOUNT
1	447 612200	HRB LGT EX	REP&MAINT	140.50

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
						140.50			
380	LOWES ACCTS RECEIVABL	0001	240088	INV	11/08/2023		360284	560449	

ACCOUNT DETAIL				LINE AMOUNT
1	447 612200	HRB LGT EX	REP&MAINT	341.31

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
						341.31			
380	LOWES ACCTS RECEIVABL	0001	240088	INV	11/08/2023		360285	560450	

ACCOUNT DETAIL				LINE AMOUNT
1	447 612200	HRB LGT EX	REP&MAINT	183.98

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
						183.98			
380	LOWES ACCTS RECEIVABL	0001	240088	INV	11/08/2023		360287	560452	

ACCOUNT DETAIL				LINE AMOUNT
1	447 612200	HRB LGT EX	REP&MAINT	570.81

570.81

ACCOUNTS PAYABLE WARRANT REPORT

Detail Invoice List

WARRANT: 11082023 11/08/2023

CASH ACCOUNT: 001 100350 ACCOUNTS PAYABLE CLEARING

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
380	LOWES ACCTS RECEIVABL	0001	240088	INV	11/08/2023		360294	560459	

ACCOUNT DETAIL					LINE AMOUNT
1	447	612200	HRB LGT EX	REP&MAINT	836.04

836.04

380	LOWES ACCTS RECEIVABL	0001	240043	INV	11/08/2023		360297	560462	

ACCOUNT DETAIL					LINE AMOUNT
1	415	611000	BLDG MAINT	BLG MAT	90.23

90.23

380	LOWES ACCTS RECEIVABL	0001	240014	INV	11/08/2023		360313	560479	

ACCOUNT DETAIL					LINE AMOUNT
1	290	610700	FIRE	OPER SUPL	89.86

89.86

380	LOWES ACCTS RECEIVABL	0001	240014	INV	11/08/2023		360315	560481	

ACCOUNT DETAIL					LINE AMOUNT
1	290	610700	FIRE	OPER SUPL	20.89

20.89

380	LOWES ACCTS RECEIVABL	0001	240088	INV	11/08/2023		360320	560486	

ACCOUNT DETAIL					LINE AMOUNT
1	447	612200	HRB LGT EX	REP&MAINT	674.07

674.07

380	LOWES ACCTS RECEIVABL	0001	240109	INV	11/08/2023		360351	560523	

ACCOUNT DETAIL					LINE AMOUNT
1	213	611000	OPERATING	BLG MAT	21.94
2	213	611300	OPERATING	MOTR VEH	21.95

43.89

380	LOWES ACCTS RECEIVABL	0001	240058	INV	11/08/2023		360410	560582	

ACCOUNT DETAIL					LINE AMOUNT
1	315	610700	TRAFFIC	OPER SUPL	54.12

54.12

380	LOWES ACCTS RECEIVABL	0001	240341	INV	11/08/2023		360472	560645	

ACCOUNT DETAIL					LINE AMOUNT
1	447	612200	HRB LGT EX	REP&MAINT	714.97

714.97

380	LOWES ACCTS RECEIVABL	0001	240043	INV	11/08/2023		360501	560676	

ACCOUNT DETAIL					LINE AMOUNT
1	415	611000	BLDG MAINT	BLG MAT	47.88

47.88

ACCOUNTS PAYABLE WARRANT REPORT

Detail Invoice List

WARRANT: 11082023 11/08/2023

CASH ACCOUNT: 001 100350 ACCOUNTS PAYABLE CLEARING

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
380	LOWES ACCTS RECEIVABL	0001	240109	INV	11/08/2023		360528	560703	

ACCOUNT DETAIL				LINE AMOUNT
1	213 611000	OPERATING BLG MAT		48.87
2	213 611300	OPERATING MOTR VEH		48.86

97.73

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
380	LOWES ACCTS RECEIVABL	0001	240176	INV	11/08/2023		360557	560733	

ACCOUNT DETAIL				LINE AMOUNT
1	411 610600	LEISURE SE LANDSCAPE		1,330.99

1,330.99

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
380	LOWES ACCTS RECEIVABL	0001	240177	INV	11/08/2023		360593	560774	

ACCOUNT DETAIL				LINE AMOUNT
1	411 610700	LEISURE SE OPER SUPL		613.58

613.58

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
380	LOWES ACCTS RECEIVABL	0001	240341	INV	11/08/2023		360606	560790	

ACCOUNT DETAIL				LINE AMOUNT
1	447 612200	HRB LGT EX REP&MAINT		1,455.57

1,455.57

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
380	LOWES ACCTS RECEIVABL	0001	240341	CRM	11/08/2023		360607	560791	

ACCOUNT DETAIL				LINE AMOUNT
1	447 612200	HRB LGT EX REP&MAINT		-594.00

-594.00

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
380	LOWES ACCTS RECEIVABL	0001	240341	INV	11/08/2023		360608	560792	

ACCOUNT DETAIL				LINE AMOUNT
1	447 612200	HRB LGT EX REP&MAINT		759.12

759.12

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
380	LOWES ACCTS RECEIVABL	0001	240373	INV	11/08/2023		360625	560810	

ACCOUNT DETAIL				LINE AMOUNT
1	447 612200	HRB LGT EX REP&MAINT		2,987.40

2,987.40

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
380	LOWES ACCTS RECEIVABL	0001	240341	INV	11/08/2023		360626	560811	

ACCOUNT DETAIL				LINE AMOUNT
1	447 612200	HRB LGT EX REP&MAINT		555.68

555.68

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
380	LOWES ACCTS RECEIVABL	0001	240341	INV	11/08/2023		360627	560812	

ACCOUNT DETAIL				LINE AMOUNT
1	447 612200	HRB LGT EX REP&MAINT		816.78

816.78

CHECK TOTAL **15,686.37**

ACCOUNTS PAYABLE WARRANT REPORT

Detail Invoice List

WARRANT: 11082023 11/08/2023

CASH ACCOUNT: 001 100350 ACCOUNTS PAYABLE CLEARING

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
12752	LYLE MACHINERY	0001	233456	EFT	11/08/2023		360124	560282	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 213 611300		OPERATING MOTR VEH			1,821.38			
						1,821.38			
						CHECK TOTAL	**1,821.38**		
2062	MAGNOLIA PRINTING CO	0000	240300	EFT	11/08/2023		360592	560773	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 411 613100		LEISURE SE ATHLETIC			639.50			
						639.50			
						CHECK TOTAL	**639.50**		
43082	MALLORY GREATBATCH	0000	240223	INV	11/08/2023		360128	560287	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 213 626900		OPERATING TRAVEL			72.00			
						72.00			
						CHECK TOTAL	**72.00**		
43047	MARK D CORMIER	0000	240277	INV	11/08/2023		360252	560416	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 290 626900		FIRE TRAVEL			46.00			
						46.00			
						CHECK TOTAL	**46.00**		
40283	MARLOW WHITE UNIFORMS	0000	240233	INV	11/08/2023		360543	560718	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 290 612500		FIRE UNIFORMS			106.95			
						106.95			
						CHECK TOTAL	**106.95**		
43074	MIA RODRIGUEZ	0000	240084	INV	11/08/2023		359812	559944	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 213 626900		OPERATING TRAVEL			157.00			
						157.00			
						CHECK TOTAL	**157.00**		

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WARRANT: 11082023 11/08/2023

CASH ACCOUNT: 001 100350 ACCOUNTS PAYABLE CLEARING

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
1054	MICRO METHODS INC	0000	240031	EFT	11/08/2023		360423	560596	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 815 620900		WATER	CONTRACT		380.00			
						380.00			
1054	MICRO METHODS INC	0000	240031	EFT	11/08/2023		360424	560597	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 815 620900		WATER	CONTRACT		180.00			
						180.00			
1054	MICRO METHODS INC	0000	240031	EFT	11/08/2023		360425	560598	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 815 620900		WATER	CONTRACT		320.00			
						320.00			
1054	MICRO METHODS INC	0000	240031	EFT	11/08/2023		360426	560599	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 815 620900		WATER	CONTRACT		120.00			
						120.00			
1054	MICRO METHODS INC	0000	240031	EFT	11/08/2023		360427	560600	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 815 620900		WATER	CONTRACT		120.00			
						120.00			
1054	MICRO METHODS INC	0000	240031	EFT	11/08/2023		360428	560601	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 815 620900		WATER	CONTRACT		120.00			
						120.00			
					CHECK TOTAL	**1,240.00**			
316	MID SOUTH UNIFORM & S	0000		EFT	11/08/2023		360112	560266	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 290 612500		FIRE	UNIFORMS		184.56			
						184.56			
316	MID SOUTH UNIFORM & S	0000		EFT	11/08/2023		360114	560270	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 290 612500		FIRE	UNIFORMS		659.12			
						659.12			
316	MID SOUTH UNIFORM & S	0000		EFT	11/08/2023		360116	560274	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 290 612500		FIRE	UNIFORMS		1,647.80			
						1,647.80			

ACCOUNTS PAYABLE WARRANT REPORT

Detail Invoice List

WARRANT: 11082023 11/08/2023

CASH ACCOUNT: 001 100350 ACCOUNTS PAYABLE CLEARING

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
316	MID SOUTH UNIFORM & S	0000		EFT	11/08/2023		360117	560275	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 290 612500		FIRE	UNIFORMS		968.94			
						968.94			
316	MID SOUTH UNIFORM & S	0000		EFT	11/08/2023		360118	560276	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 290 612500		FIRE	UNIFORMS		3,073.89			
						3,073.89			
316	MID SOUTH UNIFORM & S	0000	240098	EFT	11/08/2023		360131	560290	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 290 612500		FIRE	UNIFORMS		365.28			
						365.28			
316	MID SOUTH UNIFORM & S	0000	240107	EFT	11/08/2023		360331	560500	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 213 612500		OPERATING	UNIFORMS		767.84			
						767.84			
						CHECK TOTAL	**7,667.43**		
39572	MIDSOUTH SOLUTIONS	0000	240135	INV	11/08/2023		360123	560281	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 213 612500		OPERATING	UNIFORMS		1,882.00			
						1,882.00			
						CHECK TOTAL	**1,882.00**		
42812	MOBILE SOLVENTS & SUP	0000	240008	EFT	11/08/2023		360411	560583	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 815 616400		WATER	WATERWELL		6,682.50			
						6,682.50			
42812	MOBILE SOLVENTS & SUP	0000	240008	EFT	11/08/2023		360412	560584	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 815 616400		WATER	WATERWELL		7,492.50			
						7,492.50			
						CHECK TOTAL	**14,175.00**		
3823	MS ATTORNEY GENERALS	0000		INV	11/08/2023		359738	559868	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 010 210603		GENRL FUND	SIMPASSAUL		200.00			
						200.00			

ACCOUNTS PAYABLE WARRANT REPORT

Detail Invoice List

WARRANT: 11082023 11/08/2023

CASH ACCOUNT: 001 100350 ACCOUNTS PAYABLE CLEARING

VENDOR		REMIT	PO	TYPE	DUE DATE		AMOUNT	DOCUMENT	VOUCHER	CHECK
						CHECK TOTAL	**200.00**			
4792	MS DEPT OF PUBLIC SAF	0000		EFT	11/08/2023			359744	559874	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 010 507800		GENRL FUND	COLLECTON		966.18				
							966.18			
4792	MS DEPT OF PUBLIC SAF	0000		EFT	11/08/2023			359745	559875	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 010 210800		GENRL FUND	COURTPS		2,881.69				
							2,881.69			
						CHECK TOTAL	**3,847.87**			
374	MS MUNICIPAL LEAGUE	0000		EFT	11/08/2023			360042	560189	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 145 621900		Finance	MEMBER DUE		29,570.40				
							29,570.40			
						CHECK TOTAL	**29,570.40**			
378	MS POWER COMPANY	0000		INV	11/08/2023			360903	561171	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 213 626002		OPERATING	ELECTRIC		17,465.47				
							17,465.47			
378	MS POWER COMPANY	0000		INV	11/08/2023			360904	561172	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 125 626002		CITY COURT	ELECTRIC		5,821.83				
							5,821.83			
378	MS POWER COMPANY	0000		INV	11/08/2023			360906	561173	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 325 625100		ENGINEER	STREET LHT		605.45				
							605.45			
378	MS POWER COMPANY	0000		INV	11/08/2023			360916	561174	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 411 626002		LEISURE SE	ELECTRIC		129.54				
							129.54			
378	MS POWER COMPANY	0000		INV	11/08/2023			360919	561175	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 411 626002 41135		LEISURE SE	ELECTRIC		170.96				
							170.96			

ACCOUNTS PAYABLE WARRANT REPORT

Detail Invoice List

WARRANT: 11082023 11/08/2023

CASH ACCOUNT: 001 100350 ACCOUNTS PAYABLE CLEARING

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
378	MS POWER COMPANY	0000		INV	11/08/2023		360928	561176	

ACCOUNT DETAIL					LINE AMOUNT
1	290	626002	FIRE	ELECTRIC	1,326.20

1,326.20

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
378	MS POWER COMPANY	0000		INV	11/08/2023		360929	561177	

ACCOUNT DETAIL					LINE AMOUNT
1	825	626002	SEWER	ELECTRIC	93.25

93.25

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
378	MS POWER COMPANY	0000		INV	11/08/2023		360930	561178	

ACCOUNT DETAIL					LINE AMOUNT
1	325	625100	ENGINEER	STREET LHT	56.66

56.66

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
378	MS POWER COMPANY	0000		INV	11/08/2023		360935	561179	

ACCOUNT DETAIL					LINE AMOUNT
1	411	626002	LEISURE SE	ELECTRIC	52.74

52.74

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
378	MS POWER COMPANY	0000		INV	11/08/2023		360937	561180	

ACCOUNT DETAIL					LINE AMOUNT
1	325	625100	ENGINEER	STREET LHT	33.52

33.52

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
378	MS POWER COMPANY	0000		INV	11/08/2023		360940	561181	

ACCOUNT DETAIL					LINE AMOUNT
1	325	625100	ENGINEER	STREET LHT	139.58

139.58

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
378	MS POWER COMPANY	0000		INV	11/08/2023		360947	561182	

ACCOUNT DETAIL					LINE AMOUNT
1	145	626002	Finance	ELECTRIC	3,111.78

3,111.78

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
378	MS POWER COMPANY	0000		INV	11/08/2023		360949	561183	

ACCOUNT DETAIL					LINE AMOUNT
1	825	626002	SEWER	ELECTRIC	80.09

80.09

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
378	MS POWER COMPANY	0000		INV	11/08/2023		360951	561184	

ACCOUNT DETAIL					LINE AMOUNT
1	325	625100	ENGINEER	STREET LHT	226.29

226.29

ACCOUNTS PAYABLE WARRANT REPORT

Detail Invoice List

WARRANT: 11082023 11/08/2023

CASH ACCOUNT: 001 100350 ACCOUNTS PAYABLE CLEARING

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
378	MS POWER COMPANY	0000		INV	11/08/2023		360955	561185	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 325 625100		ENGINEER	STREET LHT		333.96			
						333.96			
378	MS POWER COMPANY	0000		INV	11/08/2023		360956	561186	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 825 626002		SEWER	ELECTRIC		54.29			
						54.29			
378	MS POWER COMPANY	0000		INV	11/08/2023		360957	561187	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 815 626002		WATER	ELECTRIC		13,078.00			
						13,078.00			
378	MS POWER COMPANY	0000		INV	11/08/2023		360958	561188	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 815 626002		WATER	ELECTRIC		23,620.54			
						23,620.54			
378	MS POWER COMPANY	0000		INV	11/08/2023		360959	561189	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 213 626002		OPERATING	ELECTRIC		2,727.13			
						2,727.13			
378	MS POWER COMPANY	0000		INV	11/08/2023		360964	561190	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 325 625100		ENGINEER	STREET LHT		88,465.33			
						88,465.33			
378	MS POWER COMPANY	0000		INV	11/08/2023		360965	561191	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 290 626002		FIRE	ELECTRIC		18,313.37			
						18,313.37			
378	MS POWER COMPANY	0000		INV	11/08/2023		360967	561192	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 411 626002		LEISURE SE	ELECTRIC		1,077.17			
						1,077.17			
378	MS POWER COMPANY	0000		INV	11/08/2023		360968	561193	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 145 626002		Finance	ELECTRIC		968.09			
						968.09			

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WARRANT: 11082023 11/08/2023

CASH ACCOUNT: 001 100350 ACCOUNTS PAYABLE CLEARING

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
378	MS POWER COMPANY	0000		INV	11/08/2023		360969	561194	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 325 625100		ENGINEER	STREET LHT		8,548.42			
						8,548.42			
378	MS POWER COMPANY	0000		INV	11/08/2023		360970	561195	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 325 625100		ENGINEER	STREET LHT		17,216.45			
						17,216.45			
378	MS POWER COMPANY	0000		INV	11/08/2023		360971	561196	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 825 626002		SEWER	ELECTRIC		5,307.80			
						5,307.80			
378	MS POWER COMPANY	0000		INV	11/08/2023		360972	561197	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 825 626002		SEWER	ELECTRIC		18,843.07			
						18,843.07			
378	MS POWER COMPANY	0000		INV	11/08/2023		360973	561198	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 145 626002		Finance	ELECTRIC		4,856.08			
						4,856.08			
378	MS POWER COMPANY	0000		INV	11/08/2023		360974	561199	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 411 626002		LEISURE SE	ELECTRIC		4,586.96			
						4,586.96			
378	MS POWER COMPANY	0000		INV	11/08/2023		360975	561200	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 411 626002		LEISURE SE	ELECTRIC		10,267.75			
						10,267.75			
						CHECK TOTAL	**247,577.77**		
1724	MS STATE TREASURER	0001		INV	11/08/2023		359739	559869	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 010 210700		GENRL FUND	ACC CRT AS		34,831.33			
						34,831.33			
						CHECK TOTAL	**34,831.33**		

ACCOUNTS PAYABLE WARRANT REPORT

Detail Invoice List

WARRANT: 11082023 11/08/2023

CASH ACCOUNT: 001 100350 ACCOUNTS PAYABLE CLEARING

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
18616	MUNICIPAL EMERGENCY S	0000	240042	EFT	11/08/2023		360469	560642	

ACCOUNT DETAIL					LINE AMOUNT
1	290	612500	FIRE	UNIFORMS	4,633.25

4,633.25

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
18616	MUNICIPAL EMERGENCY S	0000	240148	EFT	11/08/2023		360604	560788	

ACCOUNT DETAIL					LINE AMOUNT
1	290	612500	FIRE	UNIFORMS	4,610.14

4,610.14

CHECK TOTAL 9,243.39

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
35088	MUNICO CORP	0000	240097	INV	11/08/2023		360228	560391	

ACCOUNT DETAIL					LINE AMOUNT
1	447	610700	HRB LGT EX	OP SUPPLIE	1,822.80

1,822.80

CHECK TOTAL 1,822.80

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
10067	MYERS & COMPANY INC	0000		INV	11/08/2023		361219	561398	

ACCOUNT DETAIL						LINE AMOUNT
1	365	640300	02807	CITYFUND	REAL ACQ	1,000.00

1,000.00

CHECK TOTAL 1,000.00

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
407	NATIONAL MUFFLER INC.	0000		EFT	11/08/2023		360056	560207	

ACCOUNT DETAIL					LINE AMOUNT
1	213	611300	OPERATING	MOTR VEH	1,336.00

1,336.00

CHECK TOTAL 1,336.00

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
307	NECAISE LOCKSMITH SER	0000	240045	EFT	11/08/2023		360281	560446	

ACCOUNT DETAIL					LINE AMOUNT
1	415	611000	BLDG MAINT	BLG MAT	43.96

43.96

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
307	NECAISE LOCKSMITH SER	0000	240023	EFT	11/08/2023		360348	560520	

ACCOUNT DETAIL					LINE AMOUNT
1	311	620900	STS & DRAI	CONTRACT	2,529.00

2,529.00

ACCOUNTS PAYABLE WARRANT REPORT

Detail Invoice List

WARRANT: 11082023 11/08/2023

CASH ACCOUNT: 001 100350 ACCOUNTS PAYABLE CLEARING

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
307	NECAISE LOCKSMITH SER	0000	240106	EFT	11/08/2023		360350	560522	

ACCOUNT DETAIL						LINE AMOUNT
1	213	611000		OPERATING	BLG MAT	17.50
2	213	611300		OPERATING	MOTR VEH	17.50

35.00

307	NECAISE LOCKSMITH SER	0000	240032	EFT	11/08/2023		360413	560585	

ACCOUNT DETAIL						LINE AMOUNT
1	815	610700		WATER	OPER SUPL	15.00

15.00

307	NECAISE LOCKSMITH SER	0000	240032	EFT	11/08/2023		360414	560586	

ACCOUNT DETAIL						LINE AMOUNT
1	815	610700		WATER	OPER SUPL	48.75

48.75

307	NECAISE LOCKSMITH SER	0000	240032	EFT	11/08/2023		360415	560587	

ACCOUNT DETAIL						LINE AMOUNT
1	815	610700		WATER	OPER SUPL	20.00

20.00

CHECK TOTAL 2,691.71

4620	NEEL SCHAFFER INC	0000	229261	EFT	11/08/2023		360339	560509	

ACCOUNT DETAIL						LINE AMOUNT
1	364	640200	02807	MDOTFUND	CAP ENG	3,846.90
2	365	640200	02807	CITYFUND	CAP ENG	961.73

4,808.63

CHECK TOTAL 4,808.63

323	NORTH ALABAMA FIRE EQ	0000		INV	11/08/2023		360107	560261	

ACCOUNT DETAIL						LINE AMOUNT
1	290	612500		FIRE	UNIFORMS	616.00

616.00

323	NORTH ALABAMA FIRE EQ	0000	240076	INV	11/08/2023		360136	560295	

ACCOUNT DETAIL						LINE AMOUNT
1	290	612500		FIRE	UNIFORMS	320.00

320.00

323	NORTH ALABAMA FIRE EQ	0000	232802	INV	11/08/2023		360479	560652	

ACCOUNT DETAIL						LINE AMOUNT
1	290	610700		FIRE	OPER SUPL	39.36
2	290	630100	23022	FIRE	CAP OTLY	800.64

ACCOUNTS PAYABLE WARRANT REPORT

Detail Invoice List

WARRANT: 11082023 11/08/2023

CASH ACCOUNT: 001 100350 ACCOUNTS PAYABLE CLEARING

VENDOR		REMIT	PO	TYPE	DUE DATE		AMOUNT	DOCUMENT	VOUCHER	CHECK
							840.00			
						CHECK TOTAL	**1,776.00**			
389	OREILLY AUTO PARTS	0001		EFT	07/10/2023			360041	560188	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 290 611300		FIRE	MOTR VEH		-22.00				
							-22.00			
389	OREILLY AUTO PARTS	0001	240111	EFT	11/08/2023			360092	560245	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 213 611300		OPERATING	MOTR VEH		1,300.36				
							1,300.36			
389	OREILLY AUTO PARTS	0001	240111	EFT	11/08/2023			360190	560350	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 213 611300		OPERATING	MOTR VEH		451.99				
							451.99			
389	OREILLY AUTO PARTS	0001	240111	EFT	11/08/2023			360529	560704	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 213 611300		OPERATING	MOTR VEH		32.67				
							32.67			
						CHECK TOTAL	**1,763.02**			
42703	OLIVIA MCMAHAN	0000		INV	11/08/2023			360494	560668	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 145 626900		Finance	TRAVEL		52.00				
							52.00			
						CHECK TOTAL	**52.00**			
9995	ANGIE JUZANG	0000		INV	11/08/2023			360187	560347	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 010 505800 41140		GENRL FUND	RENTS		175.00				
							175.00			
						CHECK TOTAL	**175.00**			
9995	BELUAH PALACE	0000		INV	11/08/2023			360178	560338	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 010 505800 41139		GENRL FUND	RENTS		415.00				
							415.00			
						CHECK TOTAL	**415.00**			

ACCOUNTS PAYABLE WARRANT REPORT

Detail Invoice List

WARRANT: 11082023 11/08/2023

CASH ACCOUNT: 001 100350 ACCOUNTS PAYABLE CLEARING

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
9995	BOBBY HUDSON	0000		INV	11/08/2023		359781	559912	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 010 505800 41142		GENRL FUNDRENTS			100.00			
						100.00			
						CHECK TOTAL	**100.00**		
9995	CHERYL JOHNSON	0000		INV	11/08/2023		360264	560429	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 010 505800 41139		GENRL FUNDRENTS			175.00			
						175.00			
						CHECK TOTAL	**175.00**		
9995	DEBORAH WRIGHT	0000		INV	11/08/2023		359776	559907	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 010 505800 41140		GENRL FUNDRENTS			175.00			
						175.00			
						CHECK TOTAL	**175.00**		
9995	JLESSIA WHITE	0000		INV	11/08/2023		360141	560300	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 010 505800 41143		GENRL FUNDRENTS			175.00			
						175.00			
						CHECK TOTAL	**175.00**		
9995	KATHERINE FEILDMYER	0000		INV	11/08/2023		359779	559909	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 010 505800 41140		GENRL FUNDRENTS			175.00			
						175.00			
						CHECK TOTAL	**175.00**		
9995	TAKAYA ISAIAH	0000		INV	11/08/2023		360181	560341	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 010 505800 41142		GENRL FUNDRENTS			100.00			
						100.00			
						CHECK TOTAL	**100.00**		

ACCOUNTS PAYABLE WARRANT REPORT

Detail Invoice List

WARRANT: 11082023 11/08/2023

CASH ACCOUNT: 001 100350 ACCOUNTS PAYABLE CLEARING

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
9995	YOUTH FOR CHRIST	0000		INV	11/08/2023		360265	560430	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 010 505800 41140		GENRL FUND	RENTS		175.00			
						175.00			
						CHECK TOTAL	**175.00**		
9996	BILLY WALKER	0000		INV	11/08/2023		360534	560709	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 420 505200		HARBOR	DOCKAGE		376.02			
						376.02			
						CHECK TOTAL	**376.02**		
9996	JEFFREY SIEGEL	0000		INV	11/08/2023		360530	560705	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 420 505200		HARBOR	DOCKAGE		60.86			
						60.86			
						CHECK TOTAL	**60.86**		
9990	DAVID ALLEN	0000		INV	11/08/2023		358732	558804	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 010 421600		GENRL FUND	PERM-ELECT		30.00			
						30.00			
						CHECK TOTAL	**30.00**		
9990	LINDA C MARTIN	0000		INV	11/08/2023		360044	560191	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 010 422900		GENRL FUND	PERM-OTHER		27.17			
						27.17			
						CHECK TOTAL	**27.17**		
22287	PARTS AND SUPPLY INC	0000	240128	EFT	11/08/2023		360094	560247	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 213 611300		OPERATING	MOTR VEH		119.28			
						119.28			
22287	PARTS AND SUPPLY INC	0000	240128	EFT	11/08/2023		360095	560248	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 213 611300		OPERATING	MOTR VEH		10.64			
						10.64			

ACCOUNTS PAYABLE WARRANT REPORT

Detail Invoice List

WARRANT: 11082023 11/08/2023

CASH ACCOUNT: 001 100350 ACCOUNTS PAYABLE CLEARING

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
22287	PARTS AND SUPPLY INC	0000	240128	EFT	11/08/2023		360096	560249	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 213 611300		OPERATING MOTR VEH			88.68			
						88.68			
22287	PARTS AND SUPPLY INC	0000		EFT	11/08/2023		360102	560256	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 213 611300		OPERATING MOTR VEH			-133.91			
						-133.91			
22287	PARTS AND SUPPLY INC	0000	240128	EFT	11/08/2023		360192	560352	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 213 611300		OPERATING MOTR VEH			150.99			
						150.99			
22287	PARTS AND SUPPLY INC	0000	240128	EFT	11/08/2023		360194	560354	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 213 611300		OPERATING MOTR VEH			663.92			
						663.92			
22287	PARTS AND SUPPLY INC	0000	240128	EFT	11/08/2023		360532	560707	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 213 611300		OPERATING MOTR VEH			238.56			
						238.56			
22287	PARTS AND SUPPLY INC	0000	240128	EFT	11/08/2023		360535	560710	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 213 611300		OPERATING MOTR VEH			189.20			
						189.20			
22287	PARTS AND SUPPLY INC	0000	240128	EFT	11/08/2023		360536	560711	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 213 611300		OPERATING MOTR VEH			43.74			
						43.74			
22287	PARTS AND SUPPLY INC	0000	240128	EFT	11/08/2023		360537	560712	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 213 611300		OPERATING MOTR VEH			43.74			
						43.74			
22287	PARTS AND SUPPLY INC	0000	240128	EFT	11/08/2023		360538	560713	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 213 611300		OPERATING MOTR VEH			16.23			
						16.23			
						CHECK TOTAL	**1,431.07**		

ACCOUNTS PAYABLE WARRANT REPORT

Detail Invoice List

WARRANT: 11082023 11/08/2023

CASH ACCOUNT: 001 100350 ACCOUNTS PAYABLE CLEARING

VENDOR		REMIT	PO	TYPE	DUE DATE		AMOUNT	DOCUMENT	VOUCHER	CHECK
42247	PAYMENTUS CORPORATION	0000		EFT	11/08/2023			360262	560427	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 811 620900		UTIL BILL	CONTRACT		264.00				
							264.00			
						CHECK TOTAL	**264.00**			
377	PERFORMANCE TIRE & WH	0001	240108	EFT	11/08/2023			360100	560253	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 213 611300		OPERATING	MOTR VEH		278.00				
							278.00			
377	PERFORMANCE TIRE & WH	0001	240108	EFT	11/08/2023			360196	560356	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 213 611300		OPERATING	MOTR VEH		276.00				
							276.00			
377	PERFORMANCE TIRE & WH	0001	240108	EFT	11/08/2023			360197	560358	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 213 611300		OPERATING	MOTR VEH		172.00				
							172.00			
377	PERFORMANCE TIRE & WH	0001	240108	EFT	11/08/2023			360199	560360	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 213 611300		OPERATING	MOTR VEH		176.00				
							176.00			
377	PERFORMANCE TIRE & WH	0001	240108	EFT	11/08/2023			360200	560361	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 213 611300		OPERATING	MOTR VEH		400.00				
							400.00			
						CHECK TOTAL	**1,302.00**			
382	PHILLIPS BUILDING SUP	0000	240255	EFT	11/08/2023			360288	560453	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 447 612200		HRB LGT EX	REP&MAINT		124.46				
							124.46			
382	PHILLIPS BUILDING SUP	0000	240255	EFT	11/08/2023			360289	560454	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 447 612200		HRB LGT EX	REP&MAINT		-62.23				
							-62.23			

ACCOUNTS PAYABLE WARRANT REPORT

Detail Invoice List

WARRANT: 11082023 11/08/2023

CASH ACCOUNT: 001 100350 ACCOUNTS PAYABLE CLEARING

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
382	PHILLIPS BUILDING SUP	0000	240255	EFT	11/08/2023		360290	560455	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 447 612200		HRB LGT EX REP&MAINT			174.93			
						174.93			
382	PHILLIPS BUILDING SUP	0000	240255	EFT	11/08/2023		360321	560487	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 447 612200		HRB LGT EX REP&MAINT			25.14			
						25.14			
382	PHILLIPS BUILDING SUP	0000	240255	EFT	11/08/2023		360322	560488	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 447 612200		HRB LGT EX REP&MAINT			528.27			
						528.27			
382	PHILLIPS BUILDING SUP	0000	240255	EFT	11/08/2023		360621	560806	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 447 612200		HRB LGT EX REP&MAINT			56.95			
						56.95			
382	PHILLIPS BUILDING SUP	0000	240255	EFT	11/08/2023		360622	560807	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 447 612200		HRB LGT EX REP&MAINT			38.76			
						38.76			
						CHECK TOTAL	**886.28**		
40891	RACHAEL CORRIN	0000	240080	INV	11/08/2023		359809	559941	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 213 626900		OPERATING TRAVEL			157.00			
						157.00			
						CHECK TOTAL	**157.00**		
23810	TARA S REED	0000		INV	11/08/2023		360019	560154	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 811 627900		UTIL BILL MISC			9.47			
						9.47			
						CHECK TOTAL	**9.47**		
42881	REXEL USA INC	0000		EFT	11/08/2023		360356	560528	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 415 624601		BLDG MAINT REPAIRS			257.19			
						257.19			

ACCOUNTS PAYABLE WARRANT REPORT

Detail Invoice List

WARRANT: 11082023 11/08/2023

CASH ACCOUNT: 001 100350 ACCOUNTS PAYABLE CLEARING

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
42881	REXEL USA INC	0000		EFT	11/08/2023		360357	560529	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 415 624601		BLDG MAINT REPAIRS			32.68			
						32.68			
42881	REXEL USA INC	0000		EFT	11/08/2023		360358	560530	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 415 624601		BLDG MAINT REPAIRS			232.40			
						232.40			
42881	REXEL USA INC	0000		EFT	11/08/2023		360361	560533	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 415 624601		BLDG MAINT REPAIRS			348.02			
						348.02			
42881	REXEL USA INC	0000		EFT	11/08/2023		360362	560534	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 415 624601		BLDG MAINT REPAIRS			127.88			
						127.88			
						CHECK TOTAL	**998.17**		
42430	ROBERT H ALBERAL	0000	240321	INV	11/08/2023		360334	560504	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 290 626900		FIRE	TRAVEL		161.00			
						161.00			
						CHECK TOTAL	**161.00**		
850	ROCKING C TRUCK AND T	0000	240327	EFT	11/08/2023		360317	560483	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 290 611300		FIRE	MOTR VEH		1,426.41			
						1,426.41			
						CHECK TOTAL	**1,426.41**		
42444	RUSSOM'S GULF COAST	0000	240142	EFT	11/08/2023		360539	560714	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 213 611300		OPERATING	MOTR VEH		499.92			
						499.92			
						CHECK TOTAL	**499.92**		

ACCOUNTS PAYABLE WARRANT REPORT

Detail Invoice List

WARRANT: 11082023 11/08/2023

CASH ACCOUNT: 001 100350 ACCOUNTS PAYABLE CLEARING

VENDOR		REMIT	PO	TYPE	DUE DATE		AMOUNT	DOCUMENT	VOUCHER	CHECK
40329	F. B. RUSTY WALKER	0000		INV	11/08/2023			360214	560377	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 115 626900		COUNCIL	TRAVEL		1,766.78				
							1,766.78			
						CHECK TOTAL	**1,766.78**			
449	SAMS CLUB CORP	0000	240172	INV	11/08/2023			360057	560208	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 213 623900		OPERATING	ENTERTAIN		998.38				
							998.38			
449	SAMS CLUB CORP	0000		INV	11/08/2023			360299	560464	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 115 610700		COUNCIL	OPER SUPL		13.66				
							13.66			
						CHECK TOTAL	**1,012.04**			
42684	SEAN L WARNER	0000	240322	INV	11/08/2023			360336	560506	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 290 626900		FIRE	TRAVEL		161.00				
							161.00			
						CHECK TOTAL	**161.00**			
39427	SHAUN SEBRING	0000	240134	INV	11/08/2023			359837	559969	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 213 626900		OPERATING	TRAVEL		180.00				
							180.00			
						CHECK TOTAL	**180.00**			
42266	SIJ HOLDINGS, LLC	0000	240007	EFT	11/08/2023			359979	560115	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 145 626100		Finance	ADVERTSNG		40.00				
							40.00			
42266	SIJ HOLDINGS, LLC	0000	240007	EFT	11/08/2023			359980	560116	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 145 626100		Finance	ADVERTSNG		46.00				
							46.00			

ACCOUNTS PAYABLE WARRANT REPORT

Detail Invoice List

WARRANT: 11082023 11/08/2023

CASH ACCOUNT: 001 100350 ACCOUNTS PAYABLE CLEARING

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
42266	SIJ HOLDINGS, LLC	0000	240007	EFT	11/08/2023		359981	560117	

ACCOUNT DETAIL					LINE AMOUNT
1	145	626100	Finance	ADVERTSNG	41.35

41.35

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
42266	SIJ HOLDINGS, LLC	0000	240007	EFT	11/08/2023		359983	560118	

ACCOUNT DETAIL					LINE AMOUNT
1	145	626100	Finance	ADVERTSNG	40.90

40.90

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
42266	SIJ HOLDINGS, LLC	0000	240007	EFT	11/08/2023		359984	560119	

ACCOUNT DETAIL					LINE AMOUNT
1	145	626100	Finance	ADVERTSNG	41.20

41.20

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
42266	SIJ HOLDINGS, LLC	0000	240007	EFT	11/08/2023		359985	560120	

ACCOUNT DETAIL					LINE AMOUNT
1	145	626100	Finance	ADVERTSNG	41.50

41.50

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
42266	SIJ HOLDINGS, LLC	0000	240007	EFT	11/08/2023		359986	560121	

ACCOUNT DETAIL					LINE AMOUNT
1	145	626100	Finance	ADVERTSNG	41.95

41.95

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
42266	SIJ HOLDINGS, LLC	0000	240007	EFT	11/08/2023		359987	560122	

ACCOUNT DETAIL					LINE AMOUNT
1	145	626100	Finance	ADVERTSNG	42.10

42.10

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
42266	SIJ HOLDINGS, LLC	0000	240007	EFT	11/08/2023		359988	560123	

ACCOUNT DETAIL					LINE AMOUNT
1	145	626100	Finance	ADVERTSNG	41.65

41.65

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
42266	SIJ HOLDINGS, LLC	0000	240007	EFT	11/08/2023		359989	560124	

ACCOUNT DETAIL					LINE AMOUNT
1	145	626100	Finance	ADVERTSNG	41.50

41.50

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
42266	SIJ HOLDINGS, LLC	0000	240007	EFT	11/08/2023		359990	560125	

ACCOUNT DETAIL					LINE AMOUNT
1	145	626100	Finance	ADVERTSNG	40.00

40.00

ACCOUNTS PAYABLE WARRANT REPORT

Detail Invoice List

WARRANT: 11082023 11/08/2023

CASH ACCOUNT: 001 100350 ACCOUNTS PAYABLE CLEARING

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
42266	SIJ HOLDINGS, LLC	0000	240007	EFT	11/08/2023		359991	560126	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 145 626100		Finance	ADVERTSNG		41.20			
						41.20			
42266	SIJ HOLDINGS, LLC	0000	240007	EFT	11/08/2023		359992	560127	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 145 626100		Finance	ADVERTSNG		39.85			
						39.85			
42266	SIJ HOLDINGS, LLC	0000	240007	EFT	11/08/2023		359993	560128	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 145 626100		Finance	ADVERTSNG		40.75			
						40.75			
42266	SIJ HOLDINGS, LLC	0000	240007	EFT	11/08/2023		359994	560129	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 145 626100		Finance	ADVERTSNG		41.50			
						41.50			
42266	SIJ HOLDINGS, LLC	0000	240007	EFT	11/08/2023		359996	560130	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 145 626100		Finance	ADVERTSNG		41.50			
						41.50			
42266	SIJ HOLDINGS, LLC	0000	240007	EFT	11/08/2023		359997	560131	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 145 626100		Finance	ADVERTSNG		40.30			
						40.30			
42266	SIJ HOLDINGS, LLC	0000	240007	EFT	11/08/2023		359998	560132	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 145 626100		Finance	ADVERTSNG		39.70			
						39.70			
42266	SIJ HOLDINGS, LLC	0000	240007	EFT	11/08/2023		359999	560133	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 145 626100		Finance	ADVERTSNG		40.75			
						40.75			
42266	SIJ HOLDINGS, LLC	0000	240007	EFT	11/08/2023		360000	560134	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 145 626100		Finance	ADVERTSNG		40.90			
						40.90			

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WARRANT: 11082023 11/08/2023

CASH ACCOUNT: 001 100350 ACCOUNTS PAYABLE CLEARING

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
42266	SIJ HOLDINGS, LLC	0000	240007	EFT	11/08/2023		360001	560135	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 145 626100		Finance	ADVERTSNG		43.15			
						43.15			
42266	SIJ HOLDINGS, LLC	0000	240007	EFT	11/08/2023		360002	560136	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 145 626100		Finance	ADVERTSNG		40.75			
						40.75			
42266	SIJ HOLDINGS, LLC	0000	240007	EFT	11/08/2023		360003	560137	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 145 626100		Finance	ADVERTSNG		39.85			
						39.85			
42266	SIJ HOLDINGS, LLC	0000	240007	EFT	11/08/2023		360004	560138	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 145 626100		Finance	ADVERTSNG		39.85			
						39.85			
42266	SIJ HOLDINGS, LLC	0000	240007	EFT	11/08/2023		360005	560139	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 145 626100		Finance	ADVERTSNG		39.85			
						39.85			
42266	SIJ HOLDINGS, LLC	0000	240007	EFT	11/08/2023		360006	560140	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 145 626100		Finance	ADVERTSNG		39.85			
						39.85			
42266	SIJ HOLDINGS, LLC	0000	240007	EFT	11/08/2023		360007	560141	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 145 626100		Finance	ADVERTSNG		39.70			
						39.70			
42266	SIJ HOLDINGS, LLC	0000	240007	EFT	11/08/2023		360008	560142	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 145 626100		Finance	ADVERTSNG		40.75			
						40.75			
42266	SIJ HOLDINGS, LLC	0000	240007	EFT	11/08/2023		360009	560143	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 145 626100		Finance	ADVERTSNG		39.85			
						39.85			

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WARRANT: 11082023 11/08/2023

CASH ACCOUNT: 001 100350 ACCOUNTS PAYABLE CLEARING

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
42266	SIJ HOLDINGS, LLC	0000	240007	EFT	11/08/2023		360010	560144	

ACCOUNT DETAIL					LINE AMOUNT
1	145	626100	Finance	ADVERTSNG	39.55

39.55

42266	SIJ HOLDINGS, LLC		0000	240007	EFT	11/08/2023		360011	560145

ACCOUNT DETAIL					LINE AMOUNT
1	145	626100	Finance	ADVERTSNG	39.70

39.70

42266	SIJ HOLDINGS, LLC		0000	240213	EFT	11/08/2023		360134	560293

ACCOUNT DETAIL					LINE AMOUNT
1	611	626100	PLAN & ZON	ADVERTSNG	73.90

73.90

42266	SIJ HOLDINGS, LLC		0000	240213	EFT	11/08/2023		360491	560665

ACCOUNT DETAIL					LINE AMOUNT
1	611	626100	PLAN & ZON	ADVERTSNG	69.10

69.10

42266	SIJ HOLDINGS, LLC		0000	240213	EFT	11/08/2023		360492	560666

ACCOUNT DETAIL					LINE AMOUNT
1	611	626100	PLAN & ZON	ADVERTSNG	74.50

74.50

CHECK TOTAL **1,484.95**

220	NORMA JEAN SOROE		0000	240317	EFT	11/08/2023		360277	560442

ACCOUNT DETAIL					LINE AMOUNT
1	611	622100	PLAN & ZON	PROF FEES	199.53

199.53

CHECK TOTAL **199.53**

553	SOUTH MS BUSINESS MAC		0000		EFT	11/08/2023		360306	560471

ACCOUNT DETAIL					LINE AMOUNT
1	611	621700	PLAN & ZON	MAINT CONT	475.00

475.00

CHECK TOTAL **475.00**

1777	SOUTHERN MS PLANNING		0001	240178	EFT	11/08/2023		360548	560723

ACCOUNT DETAIL					LINE AMOUNT
1	411	623600	LEISURE SE	MEALS	167.40

167.40

ACCOUNTS PAYABLE WARRANT REPORT

Detail Invoice List

WARRANT: 11082023 11/08/2023

CASH ACCOUNT: 001 100350 ACCOUNTS PAYABLE CLEARING

VENDOR		REMIT	PO	TYPE	DUE DATE		AMOUNT	DOCUMENT	VOUCHER	CHECK
						CHECK TOTAL	**167.40**			
611	SOUTHERN PIPE & SUPPL	0000	233342	EFT	11/08/2023			360365	560537	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 815 617000		WATER	METERS		2,645.00				
							2,645.00			
611	SOUTHERN PIPE & SUPPL	0000	240044	EFT	11/08/2023			360483	560656	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 415 611000		BLDG MAINT	BLG MAT		242.92				
							242.92			
						CHECK TOTAL	**2,887.92**			
614	SOUTHERN PRINTING & S	0000		EFT	11/08/2023			360139	560298	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 290 622300		FIRE	TRAIN PRG		75.00				
							75.00			
						CHECK TOTAL	**75.00**			
32390	SOUTHERN PRO TRUCK	0000	240079	INV	11/08/2023			360378	560550	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 315 610700		TRAFFIC	OPER SUPL		499.00				
							499.00			
						CHECK TOTAL	**499.00**			
17329	SOUTHERN WATERWORKS S	0000	233400	INV	11/08/2023			360363	560535	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 825 616100		SEWER	SEWER-SUPP		640.66				
							640.66			
						CHECK TOTAL	**640.66**			
42973	SPATCO ENERGY SOLUTIO	0000	232985	INV	11/08/2023			360300	560465	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 445 612200		J T JONES	REP&MAINT		3,897.90				
							3,897.90			
						CHECK TOTAL	**3,897.90**			

ACCOUNTS PAYABLE WARRANT REPORT

Detail Invoice List

WARRANT: 11082023 11/08/2023

CASH ACCOUNT: 001 100350 ACCOUNTS PAYABLE CLEARING

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
39845	ST. TAMMANY FIRE DIST	0000	240191	INV	11/08/2023		360132	560291	

ACCOUNT DETAIL					LINE AMOUNT
1	290	622300	FIRE	TRAIN PRG	400.00
					400.00
				CHECK TOTAL	**400.00**

383	STATE FIRE ACADEMY	0000		INV	11/08/2023		360274	560439	

ACCOUNT DETAIL					LINE AMOUNT
1	290	622300	FIRE	TRAIN PRG	535.65
					535.65
				CHECK TOTAL	**535.65**

23563	SUN COAST BUSINESS SU	0000	233336	EFT	11/08/2023		360012	560147	

ACCOUNT DETAIL					LINE AMOUNT
1	811	610400	UTIL BILL	OFF SUPPLS	536.44
					536.44

23563	SUN COAST BUSINESS SU	0000	240171	EFT	11/08/2023		360146	560305	

ACCOUNT DETAIL					LINE AMOUNT
1	145	610400	Finance	OFF SUPPLS	33.10
					33.10

23563	SUN COAST BUSINESS SU	0000	240171	EFT	11/08/2023		360148	560307	

ACCOUNT DETAIL					LINE AMOUNT
1	145	610400	Finance	OFF SUPPLS	261.74
2	145	610700	Finance	OPER SUPL	1.15
3	611	610400	PLAN & ZON	OFF SUPPLS	71.43
4	811	610400	UTIL BILL	OFF SUPPLS	115.32
					449.64

23563	SUN COAST BUSINESS SU	0000	240171	EFT	11/08/2023		360303	560469	

ACCOUNT DETAIL					LINE AMOUNT
1	145	610700	Finance	OPER SUPL	1.15
					1.15

23563	SUN COAST BUSINESS SU	0000	240221	EFT	11/08/2023		360486	560660	

ACCOUNT DETAIL					LINE AMOUNT
1	611	610400	PLAN & ZON	OFF SUPPLS	246.45
					246.45

23563	SUN COAST BUSINESS SU	0000	240221	EFT	11/08/2023		360487	560661	

ACCOUNT DETAIL					LINE AMOUNT
1	611	610400	PLAN & ZON	OFF SUPPLS	10.94

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WARRANT: 11082023 11/08/2023

CASH ACCOUNT: 001 100350 ACCOUNTS PAYABLE CLEARING

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
						10.94			
23563	SUN COAST BUSINESS SU	0000	240221	EFT	11/08/2023		360488	560662	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 611 610400		PLAN & ZON	OFF SUPPLS		12.88			
						12.88			
23563	SUN COAST BUSINESS SU	0000	240221	EFT	11/08/2023		360489	560663	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 611 610400		PLAN & ZON	OFF SUPPLS		51.52			
						51.52			
					CHECK TOTAL	**1,342.12**			
31544	SUN SOUTH LLC	0001	240133	EFT	11/08/2023		360201	560362	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 213 611300		OPERATING	MOTR VEH		155.29			
						155.29			
					CHECK TOTAL	**155.29**			
610	SUNBELT FIRE INC	0000	240252	EFT	11/08/2023		360167	560327	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 290 612500		FIRE	UNIFORMS		3,446.00			
						3,446.00			
610	SUNBELT FIRE INC	0000	240225	EFT	11/08/2023		360215	560378	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 290 610700		FIRE	OPER SUPL		49.76			
						49.76			
610	SUNBELT FIRE INC	0000	240225	EFT	11/08/2023		360263	560428	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 290 610700		FIRE	OPER SUPL		163.12			
						163.12			
610	SUNBELT FIRE INC	0000	240365	EFT	11/08/2023		360544	560719	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 290 610700		FIRE	OPER SUPL		618.56			
						618.56			
					CHECK TOTAL	**4,277.44**			
39223	RONALD SUTTON	0000		INV	11/08/2023		360567	560744	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 411 620900		LEISURE SE	CONTRACT		200.00			

ACCOUNTS PAYABLE WARRANT REPORT

Detail Invoice List

WARRANT: 11082023 11/08/2023

CASH ACCOUNT: 001 100350 ACCOUNTS PAYABLE CLEARING

VENDOR		REMIT	PO	TYPE	DUE DATE		AMOUNT	DOCUMENT	VOUCHER	CHECK
							200.00			
						CHECK TOTAL	**200.00**			
10682	SWE, INC.	0000		INV	11/08/2023			359964	560098	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 213 611000		OPERATING	BLG MAT		900.00				
							900.00			
						CHECK TOTAL	**900.00**			
23654	TEC OF JACKSON INC	0000		EFT	11/08/2023			360305	560470	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 145 626001		Finance	TELEPHONE		301.94				
	2 290 626001		FIRE	TELEPHONE		0.09				
	3 213 626001		OPERATING	TELEPHONE		48.38				
	4 125 626001		CITY COURT	TELEPHONE		0.04				
	5 411 626001		LEISURE SE	TELEPHONE		3.31				
	6 411 626001		LEISURE SE	TELEPHONE		1.12				
							354.88			
						CHECK TOTAL	**354.88**			
42379	CHRISTOPHER WALKER	0000	240229	EFT	11/08/2023			360143	560302	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 215 625500		Code Enf	LOT ASSESS		500.00				
							500.00			
						CHECK TOTAL	**500.00**			
518	TEMPLE INC	0000	232344	EFT	11/08/2023			360381	560553	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 315 615600		TRAFFIC	TRAFFIC SG		10,161.00				
							10,161.00			
						CHECK TOTAL	**10,161.00**			
34785	THE ARBITRAGE GROUP I	0000		EFT	11/08/2023			360353	560525	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 107 624100		CP MIMA BD	ADMIN FEE		1,000.00				
							1,000.00			
						CHECK TOTAL	**1,000.00**			

ACCOUNTS PAYABLE WARRANT REPORT

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WARRANT: 11082023 11/08/2023

CASH ACCOUNT: 001 100350 ACCOUNTS PAYABLE CLEARING

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
41972	TIMOTHY WESTBROOK	0000	233404	EFT	11/08/2023		360109	560263	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 215 625500		Code Enf	LOT ASSESS		300.00			
						300.00			
41972	TIMOTHY WESTBROOK	0000	240228	EFT	11/08/2023		360145	560304	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 215 625500		Code Enf	LOT ASSESS		300.00			
						300.00			
41972	TIMOTHY WESTBROOK	0000	240228	EFT	11/08/2023		360147	560306	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 215 625500		Code Enf	LOT ASSESS		400.00			
						400.00			
41972	TIMOTHY WESTBROOK	0000	240227	EFT	11/08/2023		360341	560511	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 215 625500		Code Enf	LOT ASSESS		500.00			
						500.00			
41972	TIMOTHY WESTBROOK	0000	240228	EFT	11/08/2023		360342	560512	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 215 625500		Code Enf	LOT ASSESS		500.00			
						500.00			
41972	TIMOTHY WESTBROOK	0000	240228	EFT	11/08/2023		360343	560514	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 215 625500		Code Enf	LOT ASSESS		150.00			
						150.00			
41972	TIMOTHY WESTBROOK	0000	240228	EFT	11/08/2023		360344	560516	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 215 625500		Code Enf	LOT ASSESS		150.00			
						150.00			
						CHECK TOTAL	**2,300.00**		
43071	TODD STAGNER	0000	233457	INV	11/08/2023		360207	560369	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 290 610700		FIRE	OPER SUPL		745.70			
	2 290 612200		FIRE	REP&MAINT		2,054.30			
						2,800.00			
43071	TODD STAGNER	0000	240146	INV	11/08/2023		360208	560370	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 290 612200		FIRE	REP&MAINT		2,800.00			

ACCOUNTS PAYABLE WARRANT REPORT

Detail Invoice List

WARRANT: 11082023 11/08/2023

CASH ACCOUNT: 001 100350 ACCOUNTS PAYABLE CLEARING

VENDOR		REMIT	PO	TYPE	DUE DATE		AMOUNT	DOCUMENT	VOUCHER	CHECK
							2,800.00			
						CHECK TOTAL	**5,600.00**			
20539	BANKS & BANKS, INC.	0000	240167	EFT	11/08/2023			360347	560519	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 325 610700		ENGINEER	OPER SUPL		1,260.00				
							1,260.00			
20539	BANKS & BANKS, INC.	0000	240160	EFT	11/08/2023			360540	560715	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 213 611300		OPERATING	MOTR VEH		383.00				
							383.00			
						CHECK TOTAL	**1,643.00**			
23774	JOHN TUCKER	0000		INV	11/08/2023			360553	560728	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 411 620900		LEISURE SE	CONTRACT		500.00				
							500.00			
						CHECK TOTAL	**500.00**			
10126	LIONEL TURNER	0000		EFT	11/08/2023			360552	560725	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 411 620900		LEISURE SE	CONTRACT		450.00				
							450.00			
						CHECK TOTAL	**450.00**			
42970	TWINCREST INC	0000	232445	EFT	11/08/2023			360368	560540	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 315 615600		TRAFFIC	TRAFFIC SG		13,703.00				
							13,703.00			
						CHECK TOTAL	**13,703.00**			
40826	TYREE A DAVIS	0000		EFT	11/08/2023			360224	560387	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 447 620900		HRB LGT EX	CONTRACT		6,250.00				
							6,250.00			
40826	TYREE A DAVIS	0000		EFT	11/08/2023			360225	560388	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 447 620900		HRB LGT EX	CONTRACT		6,250.00				

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WARRANT: 11082023 11/08/2023

CASH ACCOUNT: 001 100350 ACCOUNTS PAYABLE CLEARING

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
						6,250.00			
40826	TYREE A DAVIS	0000		EFT	11/08/2023		360616	560801	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 447 620900		HRB LGT EX CONTRACT			6,250.00			
						6,250.00			
40826	TYREE A DAVIS	0000		EFT	11/08/2023		360620	560805	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 447 620900		HRB LGT EX CONTRACT			6,250.00			
						6,250.00			
						CHECK TOTAL	**25,000.00**		
36131	G F FULWOOD INC	0000	233358	EFT	11/08/2023		360226	560389	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 447 612200		HRB LGT EX REP&MAINT			7,332.22			
						7,332.22			
						CHECK TOTAL	**7,332.22**		
42233	VARSITY BRANDS HOLDIN	0001	233009	EFT	11/08/2023		360550	560726	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 411 613100		LEISURE SE ATHLETIC			7,999.04			
						7,999.04			
42233	VARSITY BRANDS HOLDIN	0001	233367	EFT	11/08/2023		360551	560727	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 411 613100		LEISURE SE ATHLETIC			1,874.99			
						1,874.99			
42233	VARSITY BRANDS HOLDIN	0001		EFT	11/08/2023		360594	560775	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 411 613100		LEISURE SE ATHLETIC			257.50			
						257.50			
						CHECK TOTAL	**10,131.53**		
883	WARREN PAVING INC	0000	232886	EFT	11/08/2023		360379	560551	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 367 640100 22007		MIMACAP CAP CONST			37,365.90			
						37,365.90			
883	WARREN PAVING INC	0000	240036	EFT	11/08/2023		360386	560558	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 311 613800		STS & DRAI ASPHALT			225.16			

ACCOUNTS PAYABLE WARRANT REPORT

Detail Invoice List

WARRANT: 11082023 11/08/2023

CASH ACCOUNT: 001 100350 ACCOUNTS PAYABLE CLEARING

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
						225.16			
883	WARREN PAVING INC	0000	240036	EFT	11/08/2023		360387	560559	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 311 613800		STS & DRAI	ASPHALT		217.40			
						217.40			
883	WARREN PAVING INC	0000	240036	EFT	11/08/2023		360388	560560	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 311 613800		STS & DRAI	ASPHALT		309.71			
						309.71			
883	WARREN PAVING INC	0000	240036	EFT	11/08/2023		360389	560561	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 311 613800		STS & DRAI	ASPHALT		150.11			
						150.11			
883	WARREN PAVING INC	0000	240036	EFT	11/08/2023		360390	560562	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 311 613800		STS & DRAI	ASPHALT		171.68			
						171.68			
883	WARREN PAVING INC	0000	240353	EFT	11/08/2023		360429	560602	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 311 613800		STS & DRAI	ASPHALT		169.95			
						169.95			
883	WARREN PAVING INC	0000	240353	EFT	11/08/2023		360430	560603	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 311 613800		STS & DRAI	ASPHALT		486.57			
						486.57			
883	WARREN PAVING INC	0000	240353	EFT	11/08/2023		360431	560604	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 311 613800		STS & DRAI	ASPHALT		171.68			
						171.68			
883	WARREN PAVING INC	0000	240353	EFT	11/08/2023		360432	560605	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 311 613800		STS & DRAI	ASPHALT		216.54			
						216.54			
883	WARREN PAVING INC	0000	240353	EFT	11/08/2023		360433	560606	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 311 613800		STS & DRAI	ASPHALT		192.38			
						192.38			

ACCOUNTS PAYABLE WARRANT REPORT

Detail Invoice List

WARRANT: 11082023 11/08/2023

CASH ACCOUNT: 001 100350 ACCOUNTS PAYABLE CLEARING

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
883	WARREN PAVING INC	0000	240353	EFT	11/08/2023		360434	560607	

ACCOUNT DETAIL					LINE AMOUNT
1	311	613800	STS & DRAI	ASPHALT	512.45

512.45

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
883	WARREN PAVING INC	0000	240353	EFT	11/08/2023		360435	560608	

ACCOUNT DETAIL					LINE AMOUNT
1	311	613800	STS & DRAI	ASPHALT	439.12

439.12

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
883	WARREN PAVING INC	0000		EFT	11/08/2023		360437	560610	

ACCOUNT DETAIL					LINE AMOUNT
1	311	613800	STS & DRAI	ASPHALT	433.94

433.94

CHECK TOTAL **41,062.59**

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
969	WASTE MANAGEMENT OF M	0001		INV	11/08/2023		360464	560637	

ACCOUNT DETAIL					LINE AMOUNT
1	815	627200	WATER	TRASH	282.26

282.26

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
969	WASTE MANAGEMENT OF M	0001		INV	11/08/2023		360465	560638	

ACCOUNT DETAIL					LINE AMOUNT
1	850	627100	Sld Wst Ex	SOLID WSTE	1,157.16

1,157.16

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
969	WASTE MANAGEMENT OF M	0001		INV	11/08/2023		360466	560639	

ACCOUNT DETAIL					LINE AMOUNT
1	850	627100	Sld Wst Ex	SOLID WSTE	4,379.13

4,379.13

CHECK TOTAL **5,818.55**

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
40182	WASTE PRO OF MISSISSI	0000	233064	EFT	11/08/2023		360077	560230	

ACCOUNT DETAIL					LINE AMOUNT
1	148	627800	Events	EVENT	260.00

260.00

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
40182	WASTE PRO OF MISSISSI	0000		EFT	11/08/2023		360241	560404	

ACCOUNT DETAIL					LINE AMOUNT
1	411	620900	LEISURE SE	CONTRACT	465.00

465.00

ACCOUNTS PAYABLE WARRANT REPORT

Detail Invoice List

WARRANT: 11082023 11/08/2023

CASH ACCOUNT: 001 100350 ACCOUNTS PAYABLE CLEARING

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
40182	WASTE PRO OF MISSISSI	0000		EFT	11/08/2023		360242	560405	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 411 620900		LEISURE SE	CONTRACT		1,547.38			
						1,547.38			
40182	WASTE PRO OF MISSISSI	0000		EFT	11/08/2023		360243	560406	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 411 620900		LEISURE SE	CONTRACT		161.11			
						161.11			
40182	WASTE PRO OF MISSISSI	0000		EFT	11/08/2023		360244	560407	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 411 620900		LEISURE SE	CONTRACT		185.30			
						185.30			
40182	WASTE PRO OF MISSISSI	0000	231687	EFT	11/08/2023		360271	560436	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 148 627800		Events	EVENT		260.00			
						260.00			
40182	WASTE PRO OF MISSISSI	0000		EFT	11/08/2023		360458	560631	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 815 626700		WATER	RENTAL		37.76			
						37.76			
40182	WASTE PRO OF MISSISSI	0000		EFT	11/08/2023		360459	560632	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 815 626700		WATER	RENTAL		92.65			
						92.65			
40182	WASTE PRO OF MISSISSI	0000		EFT	11/08/2023		360460	560633	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 815 626700		WATER	RENTAL		92.65			
						92.65			
40182	WASTE PRO OF MISSISSI	0000		EFT	11/08/2023		360461	560634	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 815 626700		WATER	RENTAL		115.36			
						115.36			
40182	WASTE PRO OF MISSISSI	0000		EFT	11/08/2023		360463	560636	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 815 626700		WATER	RENTAL		92.65			
						92.65			
						CHECK TOTAL	**3,309.86**		

ACCOUNTS PAYABLE WARRANT REPORT

Detail Invoice List

WARRANT: 11082023 11/08/2023

CASH ACCOUNT: 001 100350 ACCOUNTS PAYABLE CLEARING

VENDOR		REMIT	PO	TYPE	DUE DATE		AMOUNT	DOCUMENT	VOUCHER	CHECK
24702	WEAVER ELECTRIC INC	0000	240102	EFT	11/08/2023			360158	560318	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 415 624601		BLDG MAINT	REPAIRS		1,000.00				
							1,000.00			
24702	WEAVER ELECTRIC INC	0000	240183	EFT	11/08/2023			360370	560542	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 325 624601		ENGINEER	REPAIRS		1,040.00				
							1,040.00			
24702	WEAVER ELECTRIC INC	0000	240239	EFT	11/08/2023			360382	560554	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 325 624601		ENGINEER	REPAIRS		2,520.00				
							2,520.00			
						CHECK TOTAL	**4,560.00**			
43049	WILLIAM E FRANKLIN II	0000	240278	INV	11/08/2023			360253	560417	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 290 626900		FIRE	TRAVEL		46.00				
							46.00			
						CHECK TOTAL	**46.00**			
42660	WOLVERTON PROPERTY MA	0000		EFT	11/08/2023			360577	560756	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 411 620900		LEISURE SE	CONTRACT		4,060.00				
							4,060.00			
42660	WOLVERTON PROPERTY MA	0000		EFT	11/08/2023			360578	560757	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 411 620900		LEISURE SE	CONTRACT		19,200.00				
							19,200.00			
42660	WOLVERTON PROPERTY MA	0000		EFT	11/08/2023			360579	560758	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 411 620900		LEISURE SE	CONTRACT		4,060.00				
							4,060.00			
42660	WOLVERTON PROPERTY MA	0000		EFT	11/08/2023			360580	560760	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 411 620900		LEISURE SE	CONTRACT		4,060.00				
							4,060.00			
						CHECK TOTAL	**31,380.00**			

ACCOUNTS PAYABLE WARRANT REPORT

Detail Invoice List

WARRANT: 11082023 11/08/2023

CASH ACCOUNT: 001 100350 ACCOUNTS PAYABLE CLEARING

VENDOR		REMIT	PO	TYPE	DUE DATE		AMOUNT	DOCUMENT	VOUCHER	CHECK
42408	ZACHARY NORTHINGTON	0000	240215	INV	11/08/2023			360106	560260	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 290 626900		FIRE	TRAVEL		184.00				
							184.00			
						CHECK TOTAL	**184.00**			
38546	ZACHARY REGAN	0000	240158	INV	11/08/2023			360039	560185	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 290 611300		FIRE	MOTR VEH		1,780.38				
							1,780.38			
38546	ZACHARY REGAN	0000	240156	INV	11/08/2023			360040	560186	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 290 611300		FIRE	MOTR VEH		828.93				
							828.93			
38546	ZACHARY REGAN	0000	240368	INV	11/08/2023			360600	560782	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 290 611300		FIRE	MOTR VEH		180.00				
							180.00			
38546	ZACHARY REGAN	0000	240374	INV	11/08/2023			360601	560783	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 290 611300		FIRE	MOTR VEH		530.00				
							530.00			
38546	ZACHARY REGAN	0000	240376	INV	11/08/2023			360602	560784	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 290 611300		FIRE	MOTR VEH		985.00				
							985.00			
						CHECK TOTAL	**4,304.31**			

749	**INVOICES**	**WARRANT TOTAL**	**1,860,131.35**	**1,860,131.35**

ACCOUNTS PAYABLE WARRANT REPORT

Warrant Summary

WARRANT: 11082023 11/08/2023

FUND	ORG		ACCOUNT		AMOUNT
010	010	GENERAL FUND	010 -000-000-000-000-210603-	COURT ASSESS-SIMPLE A	200.00
010	010	GENERAL FUND	010 -000-000-000-000-210700-	ACCRUED COURT ASSESSM	34,831.33
010	010	GENERAL FUND	010 -000-000-000-000-210800-	COURT ASSESS PUBLIC S	2,881.69
010	010	GENERAL FUND	010 -000-000-000-000-421600-	PERMITS-ELECTRICAL	30.00
010	010	GENERAL FUND	010 -000-000-000-000-422900-	PERMITS-OTHER	27.17
010	010	GENERAL FUND	010 -000-000-000-000-480700-	WARRANTS FEES COLLECT	2,891.61
010	010	GENERAL FUND	010 -000-000-000-000-505800-41139	RENTS	590.00
010	010	GENERAL FUND	010 -000-000-000-000-505800-41140	RENTS	700.00
010	010	GENERAL FUND	010 -000-000-000-000-505800-41142	RENTS	200.00
010	010	GENERAL FUND	010 -000-000-000-000-505800-41143	RENTS	175.00
010	010	GENERAL FUND	010 -000-000-000-000-507800-	COLLECTION ASSESSMENT	966.18
010	111	EXECUTIVE	010 -100-111-000-000-610400-	OFFICE SUPPLIES	72.34
010	111	EXECUTIVE	010 -100-111-000-000-621900-	MEMBERSHIP DUES AND S	1,500.00
010	111	EXECUTIVE	010 -100-111-000-000-626001-	TELEPHONE	40.00
010	115	LEGISLATIVE	010 -100-115-000-000-610700-	OPERATING SUPPLIES	13.66
010	115	LEGISLATIVE	010 -100-115-000-000-626001-	TELEPHONE	34.30
010	115	LEGISLATIVE	010 -100-115-000-000-626900-	TRAVEL	1,766.78
010	115	LEGISLATIVE	010 -100-115-000-000-627700-	CONTRIBUTIONS	55,943.00
010	125	JUDICIAL	010 -100-125-000-000-620900-	CONTRACTUAL FEES	455.84
010	125	JUDICIAL	010 -100-125-000-000-621700-	MAINTENANCE CONTRACTS	187.75
010	125	JUDICIAL	010 -100-125-000-000-626001-	TELEPHONE	231.13
010	125	JUDICIAL	010 -100-125-000-000-626002-	ELECTRIC	5,821.83
010	125	JUDICIAL	010 -100-125-000-000-627900-	MISC SERVICES AND CHA	200.00
010	135	LEGAL	010 -100-135-000-000-621300-	LEGAL FEES	110.00
010	135	LEGAL	010 -100-135-000-000-626001-	TELEPHONE	40.87
010	143	CAO Office	010 -100-145-143-000-610100-	CLEANING AND JANITORI	12.66
010	143	CAO Office	010 -100-145-143-000-610400-	OFFICE SUPPLIES/NONCA	59.69
010	143	CAO Office	010 -100-145-143-000-620900-	CONTRACTUAL FEES	174.14
010	144	Business Development	010 -100-145-144-000-626001-	TELEPHONE	12.79
010	145	Finance	010 -100-145-145-000-6101-00-	CLEANING AND JANITORI	128.24
010	145	Finance	010 -100-145-145-000-6104-00-	OFFICE SUPPLIES	341.34
010	145	Finance	010 -100-145-145-000-6107-00-	OPERATING SUPPLIES	2.30
010	145	Finance	010 -100-145-145-000-6209-00-	CONTRACTUAL FEES	3,083.03
010	145	Finance	010 -100-145-145-000-6219-00-	MEMBERSHIP DUES AND S	29,570.40
010	145	Finance	010 -100-145-145-000-6243-00-	TAX COLLECTION FEES	13,110.00
010	145	Finance	010 -100-145-145-000-6260-01-	TELEPHONE	1,565.61
010	145	Finance	010 -100-145-145-000-6260-02-	ELECTRIC	8,935.95
010	145	Finance	010 -100-145-145-000-6260-03-	WATER	300.28
010	145	Finance	010 -100-145-145-000-6261-00-	ADVERTISING	1,267.45
010	145	Finance	010 -100-145-145-000-6267-00-	RENTAL	692.44

ACCOUNTS PAYABLE WARRANT REPORT

010	145	Finance	010 -100-145-145-000-6269-00-	TRAVEL	156.00
010	146	Grants Management	010 -100-145-146-000-626001-	TELEPHONE	64.80
010	147	Marketing	010 -100-145-147-000-610400-	OFFICE SUPPLIES/NONCA	46.50
010	147	Marketing	010 -100-145-147-000-626001-	TELEPHONE	49.87
010	148	City Events	010 -100-650-148-000-6140-00-	GASOLINE, OIL, GREASE	54.24
010	148	City Events	010 -100-650-148-000-6260-01-	TELEPHONE	49.87
010	148	City Events	010 -100-650-148-000-6278-00-	EVENT EXPENSES	1,315.40
010	148	City Events	010 -100-650-148-000-627800-24003	EVENT EXPENSES	854.41
010	150	INFORMATION TECHNOLOG	010 -100-150-150-000-6104-00-	OFFICE SUPPLIES	3,699.91
010	150	INFORMATION TECHNOLOG	010 -100-150-150-000-6107-00-	OPER SUPPLIES/NONCAPI	160.00
010	150	INFORMATION TECHNOLOG	010 -100-150-150-000-6140-00-	GASOLINE, OIL, GREASE	43.58
010	150	INFORMATION TECHNOLOG	010 -100-150-150-000-6217-00-	MAINTENANCE CONTRACTS	1,650.42
010	155	Human Resources	010 -100-145-155-000-620900-	CONTRACTUAL FEES	19.98
010	213	POLICE OPERATING	010 -200-212-213-000-600100-	WAGES AND SALARIES	960.46
010	213	POLICE OPERATING	010 -200-212-213-000-610100-	CLEANING AND JANITORI	81.81
010	213	POLICE OPERATING	010 -200-212-213-000-610700-	OPERATING SUPPLIES	273.75
010	213	POLICE OPERATING	010 -200-212-213-000-611000-	BLDG MATERIALS AND SU	1,593.78
010	213	POLICE OPERATING	010 -200-212-213-000-611300-	MOTOR VEHICLE REPAIRS	17,911.08
010	213	POLICE OPERATING	010 -200-212-213-000-612500-	UNIFORMS	4,808.31
010	213	POLICE OPERATING	010 -200-212-213-000-614000-	GASOLINE, OIL, GREASE	20,798.82
010	213	POLICE OPERATING	010 -200-212-213-000-615200-	PHOTOGRAPHY AND FINGE	245.00
010	213	POLICE OPERATING	010 -200-212-213-000-620701-	FORENSIC	420.00
010	213	POLICE OPERATING	010 -200-212-213-000-620900-	CONTRACTUAL FEES	181.24
010	213	POLICE OPERATING	010 -200-212-213-000-622300-	TRAINING PROGRAMS	597.00
010	213	POLICE OPERATING	010 -200-212-213-000-623900-	ENTERTAINMENT	998.38
010	213	POLICE OPERATING	010 -200-212-213-000-625700-	POSTAGE	1,725.95
010	213	POLICE OPERATING	010 -200-212-213-000-626001-	TELEPHONE	12,181.11
010	213	POLICE OPERATING	010 -200-212-213-000-626002-	ELECTRIC	20,192.60
010	213	POLICE OPERATING	010 -200-212-213-000-626003-	WATER	177.70
010	213	POLICE OPERATING	010 -200-212-213-000-626004-	GAS	92.04
010	213	POLICE OPERATING	010 -200-212-213-000-626900-	TRAVEL	2,086.00
010	215	Code Enforcement	010 -200-212-215-000-614000-	GASOLINE, OIL, GREASE	325.78
010	215	Code Enforcement	010 -200-212-215-000-625500-	LOT ASSESSMENTS	11,750.00
010	290	FIRE	010 -200-290-000-000-610100-	CLEANING AND JANITORI	625.97
010	290	FIRE	010 -200-290-000-000-610400-	OFFICE SUPPLIES	657.53
010	290	FIRE	010 -200-290-000-000-610700-	OPERATING SUPPLIES	3,735.38
010	290	FIRE	010 -200-290-000-000-611000-	BLDG MATERIALS AND SU	278.10
010	290	FIRE	010 -200-290-000-000-611300-	MOTOR VEHICLE REPAIRS	6,143.72
010	290	FIRE	010 -200-290-000-000-612200-	REPAIRS AND MAINTENAN	10,588.14
010	290	FIRE	010 -200-290-000-000-612500-	UNIFORMS	21,801.75
010	290	FIRE	010 -200-290-000-000-614000-	GASOLINE, OIL, GREASE	9,815.15
010	290	FIRE	010 -200-290-000-000-621700-	MAINTENANCE CONTRACTS	125.68
010	290	FIRE	010 -200-290-000-000-622300-	TRAINING PROGRAMS	1,010.65
010	290	FIRE	010 -200-290-000-000-626001-	TELEPHONE	6,118.38
010	290	FIRE	010 -200-290-000-000-626002-	ELECTRIC	20,802.90

ACCOUNTS PAYABLE WARRANT REPORT

010	290	FIRE	010 -200-290-000-000-626003-	WATER	605.24
010	290	FIRE	010 -200-290-000-000-626004-	GAS	621.55
010	290	FIRE	010 -200-290-000-000-626500-	PRINTING AND BINDING	56.00
010	290	FIRE	010 -200-290-000-000-626900-	TRAVEL	2,157.00
010	290	FIRE	010 -200-290-000-000-630100-23022	CAPITAL OUTLAY	800.64
010	311	STREETS AND DRAINAGE	010 -300-309-311-000-610700-	OPERATING SUPPLIES	603.60
010	311	STREETS AND DRAINAGE	010 -300-309-311-000-613800-	ASPHALT	3,696.69
010	311	STREETS AND DRAINAGE	010 -300-309-311-000-614300-	SHELLS,GRAVEL,SAND	19,446.41
010	311	STREETS AND DRAINAGE	010 -300-309-311-000-620900-	CONTRACTUAL FEES	6,779.00
010	311	STREETS AND DRAINAGE	010 -300-309-311-000-626001-	TELEPHONE	1,643.46
010	311	STREETS AND DRAINAGE	010 -300-309-311-000-626002-	ELECTRIC	66.75
010	311	STREETS AND DRAINAGE	010 -300-309-311-000-626004-	GAS	70.30
010	313	PUBLIC WORKS ADMIN	010 -300-309-313-000-614000-	GASOLINE, OIL, GREASE	877.41
010	313	PUBLIC WORKS ADMIN	010 -300-309-313-000-620900-	CONTRACTUAL FEES	89.90
010	313	PUBLIC WORKS ADMIN	010 -300-309-313-000-626001-	TELEPHONE	379.29
010	315	TRAFFIC CONTROL AND S	010 -300-309-315-000-610700-	OPERATING SUPPLIES	553.12
010	315	TRAFFIC CONTROL AND S	010 -300-309-315-000-614000-	GASOLINE, OIL, GREASE	1,388.82
010	315	TRAFFIC CONTROL AND S	010 -300-309-315-000-615600-	TRAFFIC SIGNAL SUPPLI	23,864.00
010	315	TRAFFIC CONTROL AND S	010 -300-309-315-000-626001-	TELEPHONE	420.45
010	325	ENGINEERING	010 -300-325-000-000-610700-	OPERATING SUPPLIES	1,260.00
010	325	ENGINEERING	010 -300-325-000-000-614000-	GASOLINE, OIL, GREASE	185.55
010	325	ENGINEERING	010 -300-325-000-000-624601-	REPAIRS AND MAINTENAN	3,560.00
010	325	ENGINEERING	010 -300-325-000-000-625100-	STREETS AND TRAFFIC L	121,863.08
010	325	ENGINEERING	010 -300-325-000-000-626001-	TELEPHONE	534.72
010	335	MAINTENANCE GARAGE	010 -300-309-335-000-626001-	TELEPHONE	19.04
010	411	LEISURE SERVICES	010 -400-407-411-000-610600-	LANDSCAPE SUPPLIES	1,875.14
010	411	LEISURE SERVICES	010 -400-407-411-000-610700-	OPERATING SUPPLIES	1,636.78
010	411	LEISURE SERVICES	010 -400-407-411-000-612200-	REPAIRS AND MAINTENAN	229.58
010	411	LEISURE SERVICES	010 -400-407-411-000-612500-	UNIFORMS	1,149.47
010	411	LEISURE SERVICES	010 -400-407-411-000-613100-	ATHLETIC PROGRAM SUPP	10,771.03
010	411	LEISURE SERVICES	010 -400-407-411-000-613700-	CHEMICALS	4,994.60
010	411	LEISURE SERVICES	010 -400-407-411-000-614000-	GASOLINE, OIL, GREASE	800.31
010	411	LEISURE SERVICES	010 -400-407-411-000-620900-	CONTRACTUAL FEES	86,954.67
010	411	LEISURE SERVICES	010 -400-407-411-000-623600-	SENIOR CENTER MEALS	167.40
010	411	LEISURE SERVICES	010 -400-407-411-000-626001-	TELEPHONE	2,598.58
010	411	LEISURE SERVICES	010 -400-407-411-000-626001-41136	TELEPHONE	416.68
010	411	LEISURE SERVICES	010 -400-407-411-000-626001-41138	TELEPHONE	248.23
010	411	LEISURE SERVICES	010 -400-407-411-000-626001-41139	TELEPHONE	81.81
010	411	LEISURE SERVICES	010 -400-407-411-000-626002-	ELECTRIC	16,373.63
010	411	LEISURE SERVICES	010 -400-407-411-000-626002-41135	ELECTRIC	170.96
010	411	LEISURE SERVICES	010 -400-407-411-000-626002-41136	ELECTRIC	19,036.24
010	411	LEISURE SERVICES	010 -400-407-411-000-626002-41138	ELECTRIC	2,909.21
010	411	LEISURE SERVICES	010 -400-407-411-000-626003-	WATER	7,009.29
010	411	LEISURE SERVICES	010 -400-407-411-000-626003-41130	WATER	296.28
010	411	LEISURE SERVICES	010 -400-407-411-000-626003-41134	WATER	113.16

ACCOUNTS PAYABLE WARRANT REPORT

010	411	LEISURE SERVICES	010 -400-407-411-000-626003-41140	WATER	354.57
010	411	LEISURE SERVICES	010 -400-407-411-000-626003-41143	WATER	166.10
010	411	LEISURE SERVICES	010 -400-407-411-000-626004-	GAS	295.66
010	411	LEISURE SERVICES	010 -400-407-411-000-626004-41130	GAS	37.23
010	411	LEISURE SERVICES	010 -400-407-411-000-626004-41131	GAS	42.73
010	411	LEISURE SERVICES	010 -400-407-411-000-626004-41133	GAS	51.14
010	411	LEISURE SERVICES	010 -400-407-411-000-626004-41140	GAS	37.61
010	411	LEISURE SERVICES	010 -400-407-411-000-626004-41145	GAS	41.89
010	411	LEISURE SERVICES	010 -400-407-411-000-626900-	TRAVEL	346.00
010	415	BUILDING MAINTENANCE	010 -100-660-415-000-6110-00-	BLDG MATERIALS AND SU	1,678.72
010	415	BUILDING MAINTENANCE	010 -100-660-415-000-6140-00-	GASOLINE, OIL, GREASE	150.13
010	415	BUILDING MAINTENANCE	010 -100-660-415-000-6209-00-	CONTRACTUAL FEES	1,000.00
010	415	BUILDING MAINTENANCE	010 -100-660-415-000-6246-01-	REPAIRS AND MAINTENAN	2,108.17
010	611	PLANNING AND ZONING	010 -600-611-611-000-610400-	OFFICE SUPPLIES	759.50
010	611	PLANNING AND ZONING	010 -600-611-611-000-614000-	GASOLINE, OIL, GREASE	317.82
010	611	PLANNING AND ZONING	010 -600-611-611-000-621700-	MAINTENANCE CONTRACTS	475.00
010	611	PLANNING AND ZONING	010 -600-611-611-000-622100-	PROFESSIONAL FEES	199.53
010	611	PLANNING AND ZONING	010 -600-611-611-000-626001-	TELEPHONE	52.07
010	611	PLANNING AND ZONING	010 -600-611-611-000-626100-	ADVERTISING	217.50
010	611	PLANNING AND ZONING	010 -600-611-611-000-626500-	PRINTING AND BINDING	210.00
				FUND TOTAL	**714,352.38**
100	100	CAPITAL PROJECTS	100 -000-000-000-000-630100-23013	CAPITAL OUTLAY	4,790.00
100	345	CAPITAL PROJECTS - CA	100 -300-345-000-000-640100-02819	CAPITAL PROJECTS	294,111.77
				FUND TOTAL	**298,901.77**
107	107	CAP PROJ MIMA BOND RE	107 -000-000-000-000-624100-	ADMINISTRATIVE FEES	1,000.00
107	364	REIMBURSABLE - SUBMIT	107 -920-100-100-000-640100-02807	CAP PRJ - CONSTRUCTIO	18,750.00
107	364	REIMBURSABLE - SUBMIT	107 -920-100-100-000-640200-02807	CAP PRJ - ENGINEERING	3,846.90
107	365	NON REIMBURSABLE - CI	107 -920-100-100-100-640200-02807	CAP PRJ - ENGINEERING	961.73
107	365	NON REIMBURSABLE - CI	107 -920-100-100-100-640300-02807	REAL ESTATE ACQUISITI	1,000.00
107	367	MIMA CAPITAL PROJECTS	107 -920-000-000-000-640100-22007	CAP PRJ - CONSTRUCTIO	37,365.90
				FUND TOTAL	**62,924.53**
300	300	MUNICIPAL DEBT SERVIC	300 -000-000-000-000-650400-	INTEREST	524,099.47
				FUND TOTAL	**524,099.47**
400	811	UTILITY BILLING	400 -800-811-000-000-610100-	CLEANING AND JANITORI	256.48
400	811	UTILITY BILLING	400 -800-811-000-000-610400-	OFFICE SUPPLIES	651.76
400	811	UTILITY BILLING	400 -800-811-000-000-620900-	CONTRACTUAL FEES	813.74
400	811	UTILITY BILLING	400 -800-811-000-000-626001-	TELEPHONE	5,045.39

ACCOUNTS PAYABLE WARRANT REPORT

400	811	UTILITY BILLING	400 -800-811-000-000-627900-	MISC SERVICES AND CHA	1,588.61
400	815	WATER OPERATIONS	400 -800-815-000-000-610700-	OPERATING SUPPLIES	627.39
400	815	WATER OPERATIONS	400 -800-815-000-000-614000-	GASOLINE, OIL, GREASE	53.16
400	815	WATER OPERATIONS	400 -800-815-000-000-616400-	WATERWELL SUPPLIES	17,421.00
400	815	WATER OPERATIONS	400 -800-815-000-000-616700-	WATERLINE SUPPLIES	961.08
400	815	WATER OPERATIONS	400 -800-815-000-000-617000-	WATER METERS	2,645.00
400	815	WATER OPERATIONS	400 -800-815-000-000-620900-	CONTRACTUAL FEES	1,761.76
400	815	WATER OPERATIONS	400 -800-815-000-000-625700-	POSTAGE	18.66
400	815	WATER OPERATIONS	400 -800-815-000-000-626001-	TELEPHONE	1,431.22
400	815	WATER OPERATIONS	400 -800-815-000-000-626002-	ELECTRIC	42,853.29
400	815	WATER OPERATIONS	400 -800-815-000-000-626003-	WATER	70.00
400	815	WATER OPERATIONS	400 -800-815-000-000-626700-	RENTAL	431.07
400	815	WATER OPERATIONS	400 -800-815-000-000-627200-	TRASH PICK-UP	282.26
400	825	SEWER OPERATIONS	400 -800-825-000-000-610700-	OPERATING SUPPLIES	84.00
400	825	SEWER OPERATIONS	400 -800-825-000-000-615800-	LIFT STATION SUPPLIES	7,524.74
400	825	SEWER OPERATIONS	400 -800-825-000-000-616100-	SEWERLINE SUPPLIES	640.66
400	825	SEWER OPERATIONS	400 -800-825-000-000-626001-	TELEPHONE	16.32
400	825	SEWER OPERATIONS	400 -800-825-000-000-626002-	ELECTRIC	26,700.94
				FUND TOTAL	**111,878.53**
405	850	Solid Waste Expenditu	405 -850-850-000-000-627100-	SOLID WASTE DISPOSAL	5,536.29
				FUND TOTAL	**5,536.29**
420	420	JOSEPH T JONES	420 -000-000-000-000-505200-	DOCKAGE FEES	436.88
420	445	JOSEPH T JONES	420 -400-445-000-000-610700-	OPERATING SUPPLIES	240.80
420	445	JOSEPH T JONES	420 -400-445-000-000-612200-	REPAIRS AND MAINTENAN	4,837.90
420	445	JOSEPH T JONES	420 -400-445-000-000-614000-	GASOLINE, OIL, GREASE	215.84
420	445	JOSEPH T JONES	420 -400-445-000-000-614100-	FUEL FOR RETAIL	14,776.97
420	445	JOSEPH T JONES	420 -400-445-000-000-620900-	CONTRACTUAL FEES	549.91
420	445	JOSEPH T JONES	420 -400-445-000-000-626000-	UTILITIES	104.90
420	445	JOSEPH T JONES	420 -400-445-000-000-626001-	TELEPHONE	593.62
				FUND TOTAL	**21,756.82**
430	447	HARBOR LIGHTS EXPENDI	430 -400-447-000-000-610700-	OPER SUPPLIES/NONCAPI	1,822.80
430	447	HARBOR LIGHTS EXPENDI	430 -400-447-000-000-612200-	BLDG REPAIRS AND MAIN	22,159.75
430	447	HARBOR LIGHTS EXPENDI	430 -400-447-000-000-620900-	CONTRACTUAL FEES	88,860.95
430	447	HARBOR LIGHTS EXPENDI	430 -400-447-000-000-624200-	BANK FEES	37.95
430	447	HARBOR LIGHTS EXPENDI	430 -400-447-000-000-626001-	TELEPHONE	398.96
430	447	HARBOR LIGHTS EXPENDI	430 -400-447-000-000-626004-	GAS	48.00
430	447	HARBOR LIGHTS EXPENDI	430 -400-447-000-000-626008-	PEST CONTROL	70.00
				FUND TOTAL	**113,398.41**

510	915	WORKERS COMPENSATION	510 -900-915-000-000-629300-	INSURANCE PREMIUMS	7,283.15
				FUND TOTAL	**7,283.15**
				WARRANT SUMMARY TOTAL	**1,860,131.35**
				GRAND TOTAL	**1,860,131.35**

ACCOUNTS PAYABLE WARRANT REPORT

Warrant List by Voucher

WARRANT: 11082023 11/08/2023

VOUCHER	VENDOR		DOCUMENT	PO	TYPE	DUE DATE	AMOUNT	COMMENT
558804	9990	DAVID ALLEN	358732		INV	11/08/2023	30.00	PERMIT DUPLICATED CHA
559793	187	CLAYS PRINT SHOP INC	359665	240075	EFT	11/08/2023	56.00	INVITATIONS
559863	5228	COASTAL DUST CONTROL	359734		EFT	11/08/2023	37.07	RUG CLEANING AT CH
559868	3823	MS ATTORNEY GENERALS OFFI	359738		INV	11/08/2023	200.00	VICTIMS HUMAN TRAFFIC
559869	1724	MS STATE TREASURER	359739		INV	11/08/2023	34,831.33	COURTASSESSMENT/FINE
559874	4792	MS DEPT OF PUBLIC SAFETY	359744		EFT	11/08/2023	966.18	INTERLOCK ASSESSMENT
559875	4792	MS DEPT OF PUBLIC SAFETY	359745		EFT	11/08/2023	2,881.69	COURT ASSESSMENT FOR
559907	9995	DEBORAH WRIGHT	359776		INV	11/08/2023	175.00	REFUND-ORANGE GROVE-9
559909	9995	KATHERINE FEILDMYER	359779		INV	11/08/2023	175.00	REFUND-ORANGE GROVE-9
559912	9995	BOBBY HUDSON	359781		INV	11/08/2023	100.00	REFUND-HANDSBORO-9-22
559935	42637	JOHN T SCHWARTZ	359804	240081	INV	11/08/2023	144.00	FOOD ALLOWANCE
559937	43073	LAM HOANG	359805	240083	INV	11/08/2023	144.00	FOOD ALLOWANCE
559939	43076	JEREMY VAN ABEL	359807	240086	INV	11/08/2023	144.00	FOOD ALLOWANCE
559941	40891	RACHAEL CORRIN	359809	240080	INV	11/08/2023	157.00	FOOD ALLOWANCE
559942	43005	DOMANIQUE ADAMS	359810	240082	INV	11/08/2023	157.00	FOOD ALLOWANCE
559944	43074	MIA RODRIGUEZ	359812	240084	INV	11/08/2023	157.00	FOOD ALLOWANCE
559946	43075	KAMERYN WALKER	359814	240085	INV	11/08/2023	157.00	FOOD ALLOWANCE
559969	39427	SHAUN SEBRING	359837	240134	INV	11/08/2023	180.00	FOOD ALLOWANCE
559972	27628	BENJAMIN BENTZ	359839	240078	INV	11/08/2023	200.00	FOOD ALLOWANCE
559976	12604	KELLEY CLARK	359843	240077	INV	11/08/2023	200.00	FOOD ALLOWANCE
560077	40843	EAGLE SERVICES, INC.	359943	233072	EFT	11/08/2023	4,790.00	A/C REPAIRS/REPLACEME
560079	380	LOWES ACCTS RECEIVABLE PR	359945	240043	INV	11/08/2023	58.30	OPEN PO FOR SUPPLIES
560098	10682	SWE, INC.	359964		INV	11/08/2023	900.00	WATER TREATMENT
560099	6528	FLEETCOR	359965		EFT	11/08/2023	3,312.77	FUELMAN CHARGES FOR G
560100	39555	ASAP PLUMBING LLC	359966	240155	EFT	11/08/2023	3,700.00	STATION MAINTENANCE /
560113	43072	KAYLA SEALS	359982		EFT	11/08/2023	960.46	CONTRACTED P/T EMPLOY
560115	42266	SIJ HOLDINGS, LLC	359979	240007	EFT	11/08/2023	40.00	Ordinance 3291
560116	42266	SIJ HOLDINGS, LLC	359980	240007	EFT	11/08/2023	46.00	Ordinance 3292
560117	42266	SIJ HOLDINGS, LLC	359981	240007	EFT	11/08/2023	41.35	Ordinance 3293
560118	42266	SIJ HOLDINGS, LLC	359983	240007	EFT	11/08/2023	40.90	Ordinance 3294
560119	42266	SIJ HOLDINGS, LLC	359984	240007	EFT	11/08/2023	41.20	Ordinance 3295
560120	42266	SIJ HOLDINGS, LLC	359985	240007	EFT	11/08/2023	41.50	Ordinance 3296
560121	42266	SIJ HOLDINGS, LLC	359986	240007	EFT	11/08/2023	41.95	Ordinance 3297
560122	42266	SIJ HOLDINGS, LLC	359987	240007	EFT	11/08/2023	42.10	Ordinance 3298
560123	42266	SIJ HOLDINGS, LLC	359988	240007	EFT	11/08/2023	41.65	Ordinance 3299
560124	42266	SIJ HOLDINGS, LLC	359989	240007	EFT	11/08/2023	41.50	Ordinance 3300
560125	42266	SIJ HOLDINGS, LLC	359990	240007	EFT	11/08/2023	40.00	Ordinance 3301
560126	42266	SIJ HOLDINGS, LLC	359991	240007	EFT	11/08/2023	41.20	Ordinance 3302
560127	42266	SIJ HOLDINGS, LLC	359992	240007	EFT	11/08/2023	39.85	Ordinance 3303
560128	42266	SIJ HOLDINGS, LLC	359993	240007	EFT	11/08/2023	40.75	Ordinance 3304

CITY OF GULFPORT

ACCOUNTS PAYABLE WARRANT REPORT

Warrant List by Voucher

WARRANT: 11082023 11/08/2023

VOUCHER	VENDOR		DOCUMENT	PO	TYPE	DUE DATE	AMOUNT	COMMENT
560129	42266	SIJ HOLDINGS, LLC	359994	240007	EFT	11/08/2023	41.50	Ordinance 3305
560130	42266	SIJ HOLDINGS, LLC	359996	240007	EFT	11/08/2023	41.50	Ordinance 3306
560131	42266	SIJ HOLDINGS, LLC	359997	240007	EFT	11/08/2023	40.30	Ordinance 3307
560132	42266	SIJ HOLDINGS, LLC	359998	240007	EFT	11/08/2023	39.70	Ordinance 3308
560133	42266	SIJ HOLDINGS, LLC	359999	240007	EFT	11/08/2023	40.75	Ordinance 3309
560134	42266	SIJ HOLDINGS, LLC	360000	240007	EFT	11/08/2023	40.90	Ordinance 3310
560135	42266	SIJ HOLDINGS, LLC	360001	240007	EFT	11/08/2023	43.15	Ordinance 3311
560136	42266	SIJ HOLDINGS, LLC	360002	240007	EFT	11/08/2023	40.75	Ordinance 3312
560137	42266	SIJ HOLDINGS, LLC	360003	240007	EFT	11/08/2023	39.85	Ordinance 3313
560138	42266	SIJ HOLDINGS, LLC	360004	240007	EFT	11/08/2023	39.85	Ordinance 3314
560139	42266	SIJ HOLDINGS, LLC	360005	240007	EFT	11/08/2023	39.85	Ordinance 3315
560140	42266	SIJ HOLDINGS, LLC	360006	240007	EFT	11/08/2023	39.85	Ordinance 3316
560141	42266	SIJ HOLDINGS, LLC	360007	240007	EFT	11/08/2023	39.70	Ordinance 3317
560142	42266	SIJ HOLDINGS, LLC	360008	240007	EFT	11/08/2023	40.75	Ordinance 3318
560143	42266	SIJ HOLDINGS, LLC	360009	240007	EFT	11/08/2023	39.85	Ordinance 3319
560144	42266	SIJ HOLDINGS, LLC	360010	240007	EFT	11/08/2023	39.55	Ordinance 3320
560145	42266	SIJ HOLDINGS, LLC	360011	240007	EFT	11/08/2023	39.70	Ordinance 3321
560147	23563	SUN COAST BUSINESS SUPPLY	360012	233336	EFT	11/08/2023	536.44	OFFICE SUPPLIES
560148	2066	HAVARD PEST CONTROL	360013		EFT	11/08/2023	16.66	HARDY BLDG SEPT PEST
560154	23810	TARA S REED	360019		INV	11/08/2023	9.47	REIMBURSEMENT FOR SAF
560165	380	LOWES ACCTS RECEIVABLE PR	360025	240109	INV	11/08/2023	23.26	BLANKET PO / SUPPLIES
560166	380	LOWES ACCTS RECEIVABLE PR	360026	240109	INV	11/08/2023	35.58	BLANKET PO / SUPPLIES
560167	380	LOWES ACCTS RECEIVABLE PR	360027	240109	INV	11/08/2023	189.02	BLANKET PO / SUPPLIES
560168	329	GULF COAST BUSINESS SUPPL	360028	240056	EFT	11/08/2023	39.17	OFFICE SUPPLIES FOR C
560170	6528	FLEETCOR	360029		EFT	11/08/2023	83.27	FUELMAN CHARGES FOR G
560171	6528	FLEETCOR	360030		EFT	11/08/2023	45.35	10/09/2023-126553
560173	6528	FLEETCOR	360031		EFT	11/08/2023	421.09	10/09/2023-126549
560174	6528	FLEETCOR	360032		EFT	11/08/2023	295.50	10/09/2023-201950
560175	24653	ITSAVVY LLC	360033	240001	EFT	11/08/2023	125.68	SMART DRAW LICENSES F
560178	40483	ANDREW W BARSTOW	360035	233220	EFT	11/08/2023	3,750.00	AS PER CITY COUNCIL A
560179	40483	ANDREW W BARSTOW	360036	233187	EFT	11/08/2023	5,200.00	LOT CLEAN-UP
560182	380	LOWES ACCTS RECEIVABLE PR	360038	240014	INV	11/08/2023	66.49	BLANKET PO FOR FY24
560185	38546	ZACHARY REGAN	360039	240158	INV	11/08/2023	1,780.38	VEHICLE MAINTENANCE /
560186	38546	ZACHARY REGAN	360040	240156	INV	11/08/2023	828.93	VEHICLE MAINTENANCE /
560188	389	OREILLY AUTO PARTS	360041		EFT	07/10/2023	-22.00	BATTERY CORE CREDIT
560189	374	MS MUNICIPAL LEAGUE	360042		EFT	11/08/2023	29,570.40	10/1/23-09/30/24 MML
560190	39331	BXS INSURANCE, INC	360043		EFT	11/08/2023	150.00	PUBLIC OFFICIALS BOND
560191	9990	LINDA C MARTIN	360044		INV	11/08/2023	27.17	RECORDS REQUEST REFUN
560192	13406	JOHN FAYARD MOVING & WHSE	360045		EFT	11/08/2023	100.00	RENT FOR UNIT RS1545
560193	187	CLAYS PRINT SHOP INC	360046	240150	EFT	11/08/2023	210.00	CONTRACTOR LICENSE CA

ACCOUNTS PAYABLE WARRANT REPORT

Warrant List by Voucher

WARRANT: 11082023 11/08/2023

VOUCHER	VENDOR		DOCUMENT	PO	TYPE	DUE DATE	AMOUNT	COMMENT
560194	6528	FLEETCOR	360047		EFT	11/08/2023	118.51	VEHICLE FUEL
560198	420	GULF REGIONAL PLANNING CO	360048		INV	11/08/2023	30,943.00	FY 2024 ANNUAL APPROP
560199	1368	HARRISON COUNTY SOIL & WA	360049		INV	11/08/2023	15,000.00	FY24 CONTRIBUTION
560200	1442	AMERICAN RED CROSS	360050		EFT	11/08/2023	6,000.00	FY24 DONATION OF FUND
560201	42372	GULF COAST BUSINESS COUNC	360051		INV	11/08/2023	1,500.00	FY24 ADVERTISING
560202	39544	JUNIOR AUXILIARY OF GULFP	360052		INV	11/08/2023	2,500.00	FY24 ADVERTISING
560204	13406	JOHN FAYARD MOVING & WHSE	360054		EFT	11/08/2023	1,015.99	September record stor
560207	407	NATIONAL MUFFLER INC.	360056		EFT	11/08/2023	1,336.00	CONVERTER/ ORIG PO 23
560208	449	SAMS CLUB CORP	360057	240172	INV	11/08/2023	998.38	BOO BASH
560209	42007	COMMUNICATIONS INTERNATIO	360058	240015	EFT	11/08/2023	95.00	BLANKET PO FOR FY24
560210	42007	COMMUNICATIONS INTERNATIO	360059	240015	EFT	11/08/2023	47.50	BLANKET PO FOR FY24
560211	70340	CHAD ASHER	360060	240192	INV	11/08/2023	138.00	FIRE DISTRICT ST. TAM
560214	58	A T & T	360063		INV	11/08/2023	223.40	PHONE LINES
560215	83	ACE DATA STORAGE COMPANY	360064		EFT	11/08/2023	195.00	SEPT23
560216	83	ACE DATA STORAGE COMPANY	360065		EFT	11/08/2023	156.00	SEPT23 165273
560217	83	ACE DATA STORAGE COMPANY	360066		EFT	11/08/2023	60.00	SEPT23 165273
560218	83	ACE DATA STORAGE COMPANY	360067		EFT	11/08/2023	60.00	SEPT23 165273
560219	23107	CENTERPOINT ENERGY RESOUR	360068		INV	11/08/2023	21.74	GAS
560221	10037	DMS MAIL MANAGEMENT, INC.	360070	240163	EFT	11/08/2023	1,562.48	MAILING SERVICES
560222	2802	EVIDENT INC	360071	233162	EFT	11/08/2023	245.00	FORENSIC SUPPLIES
560224	380	LOWES ACCTS RECEIVABLE PR	360072	240088	INV	11/08/2023	47.40	OPEN PO FOR HARBOR LI
560225	384	GALLS LLC	360073	240110	EFT	11/08/2023	1,368.47	BLANKET PO FOR UNIFOR
560226	380	LOWES ACCTS RECEIVABLE PR	360074	240057	INV	11/08/2023	495.16	OPEN PO - EVENT EXPEN
560227	380	LOWES ACCTS RECEIVABLE PR	360075	240057	INV	11/08/2023	82.53	OPEN PO - EVENT EXPEN
560228	380	LOWES ACCTS RECEIVABLE PR	360076	240057	INV	11/08/2023	217.71	OPEN PO - EVENT EXPEN
560230	40182	WASTE PRO OF MISSISSIPPI	360077	233064	EFT	11/08/2023	260.00	CASTING FOR CONSERVAT
560231	19647	FLOORING MART, LLC	360078		INV	11/08/2023	3,155.20	HARBOR LIGTHS 340sf G
560232	6528	FLEETCOR	360079		EFT	11/08/2023	54.24	3884 - FORD EXPEDITIO
560233	2066	HAVARD PEST CONTROL	360080		EFT	11/08/2023	70.00	HL WAREHOUSE MONTHLY
560235	187	CLAYS PRINT SHOP INC	360082	240091	EFT	11/08/2023	695.00	HALLOWEEN MOVIE NIGHT
560236	25935	ADVANCED AUTO PARTS	360083	240131	INV	11/08/2023	274.41	BLANKET PO FOR MOTOR
560237	25935	ADVANCED AUTO PARTS	360084	240131	INV	11/08/2023	109.38	BLANKET PO FOR MOTOR
560238	25935	ADVANCED AUTO PARTS	360085	240131	INV	11/08/2023	43.54	BLANKET PO FOR MOTOR
560239	25935	ADVANCED AUTO PARTS	360086	240131	INV	11/08/2023	8.57	BLANKET PO FOR MOTOR
560240	25935	ADVANCED AUTO PARTS	360087	240131	INV	11/08/2023	37.04	BLANKET PO FOR MOTOR
560241	5078	AUTO ZONE INC	360088	240117	INV	11/08/2023	209.99	BLANKET PO / VEHICLE
560243	41693	LESLIE SLADE	360090	240138	EFT	11/08/2023	200.00	WINDOW TINT
560244	380	LOWES ACCTS RECEIVABLE PR	360091	240109	INV	11/08/2023	175.05	BLANKET PO / SUPPLIES
560245	389	OREILLY AUTO PARTS	360092	240111	EFT	11/08/2023	1,300.36	BLANKET PO / VEHICLE
560247	22287	PARTS AND SUPPLY INC	360094	240128	EFT	11/08/2023	119.28	BLANKET PO FOR MOTOR

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VOUCHER	VENDOR		DOCUMENT	PO	TYPE	DUE DATE	AMOUNT	COMMENT
560248	22287	PARTS AND SUPPLY INC	360095	240128	EFT	11/08/2023	10.64	BLANKET PO FOR MOTOR
560249	22287	PARTS AND SUPPLY INC	360096	240128	EFT	11/08/2023	88.68	BLANKET PO FOR MOTOR
560253	377	PERFORMANCE TIRE & WHEEL	360100	240108	EFT	11/08/2023	278.00	TIRES
560255	17386	JOHN MCADAMS, CHANCERY CL	360101		INV	11/08/2023	13,110.00	TAX SALE MATURITY SEA
560256	22287	PARTS AND SUPPLY INC	360102		EFT	11/08/2023	-133.91	VEHICLE MAINT
560257	42007	COMMUNICATIONS INTERNATIO	360103	240015	EFT	11/08/2023	124.60	BLANKET PO FOR FY24
560258	40045	JEREMY NEWSOME	360104	240217	INV	11/08/2023	92.00	FOOD ALLOWANCE
560259	35892	JOEL A LADNIER	360105	240216	INV	11/08/2023	92.00	FOOD ALLOWANCE
560260	42408	ZACHARY NORTHINGTON	360106	240215	INV	11/08/2023	184.00	FOOD ALLOWANCE
560261	323	NORTH ALABAMA FIRE EQUIP	360107		INV	11/08/2023	616.00	UNIFORMS UNDER PO 233
560263	41972	TIMOTHY WESTBROOK	360109	233404	EFT	11/08/2023	300.00	LOT CLEAN-UP
560264	20659	CORNETT BOLT & SCREW, INC	360110	240125	EFT	11/08/2023	77.57	BLANKET PO / VEHICLE
560265	20659	CORNETT BOLT & SCREW, INC	360111	240100	EFT	11/08/2023	51.32	BLANKET PURCHASE ORDE
560266	316	MID SOUTH UNIFORM & SUPPL	360112		EFT	11/08/2023	184.56	NAME / SERVICE BARS U
560270	316	MID SOUTH UNIFORM & SUPPL	360114		EFT	11/08/2023	659.12	BADGES UNDER PO 23199
560274	316	MID SOUTH UNIFORM & SUPPL	360116		EFT	11/08/2023	1,647.80	BADGES UNDER PO 23-23
560275	316	MID SOUTH UNIFORM & SUPPL	360117		EFT	11/08/2023	968.94	PROMOTIONL BADGES UND
560276	316	MID SOUTH UNIFORM & SUPPL	360118		EFT	11/08/2023	3,073.89	UNIFORMS UNDER PO 23-
560278	5228	COASTAL DUST CONTROL	360121		EFT	11/08/2023	27.27	CARPET CLEANING
560279	6528	FLEETCOR	360120		EFT	11/08/2023	43.58	FUELMAN IT
560280	5228	COASTAL DUST CONTROL	360122		EFT	11/08/2023	27.27	CARPET CLEANING
560281	39572	MIDSOUTH SOLUTIONS	360123	240135	INV	11/08/2023	1,882.00	BLANKET PO FOR UNIFOR
560282	12752	LYLE MACHINERY	360124	233456	EFT	11/08/2023	1,821.38	SKID STEER REPAIR
560285	2085	HARRISON COUNTY	360126		INV	11/08/2023	597.00	INSTUCTOR DEVELOPMENT
560286	43081	LAVAL BUSBY	360127	240222	INV	11/08/2023	72.00	FOOD ALLOWANCE
560287	43082	MALLORY GREATBATCH	360128	240223	INV	11/08/2023	72.00	FOOD ALLOWANCE
560288	43083	JANIAH OWENS	360129	240224	INV	11/08/2023	72.00	FOOD ALLOWANCE
560289	4301	CHADWICK BRYANT	360130		INV	11/08/2023	241.00	GFD BRYANT US&R FLORI
560290	316	MID SOUTH UNIFORM & SUPPL	360131	240098	EFT	11/08/2023	365.28	BLANKET PURCHASE ORDE
560291	39845	ST. TAMMANY FIRE DISTRICT	360132	240191	INV	11/08/2023	400.00	FIREFIGHTER TRAINING
560293	42266	SIJ HOLDINGS, LLC	360134	240213	EFT	11/08/2023	73.90	NEWSPAPER AND PUBLICA
560294	6528	FLEETCOR	360135		EFT	11/08/2023	199.31	VEHICLE FUEL
560295	323	NORTH ALABAMA FIRE EQUIP	360136	240076	INV	11/08/2023	320.00	UNIFORMS
560296	6528	FLEETCOR	360137		EFT	11/08/2023	3,324.55	FUELMAN CHARGES FOR G
560297	39641	GLOBE MANUFACTURING LLC	360138		EFT	11/08/2023	991.20	GEAR CLEAINING/REPAIR
560298	614	SOUTHERN PRINTING & SILK	360139		EFT	11/08/2023	75.00	FF RECRUIT CLASS FLAG
560299	380	LOWES ACCTS RECEIVABLE PR	360140	240014	INV	11/08/2023	124.76	BLANKET PO FOR FY24
560300	9995	JLESSIA WHITE	360141		INV	11/08/2023	175.00	REFUND-WEST SIDE-9/7/
560301	40938	JOSEPH PRINE	360142	240153	INV	11/08/2023	230.00	FOOD ALLOWANCE
560302	42379	CHRISTOPHER WALKER	360143	240229	EFT	11/08/2023	500.00	LOT CLEAN-UP

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VOUCHER	VENDOR		DOCUMENT	PO	TYPE	DUE DATE	AMOUNT	COMMENT
560304	41972	TIMOTHY WESTBROOK	360145	240228	EFT	11/08/2023	300.00	LOT CLEAN-UP
560305	23563	SUN COAST BUSINESS SUPPLY	360146	240171	EFT	11/08/2023	33.10	SUPPLIES
560306	41972	TIMOTHY WESTBROOK	360147	240228	EFT	11/08/2023	400.00	LOT CLEAN-UP
560307	23563	SUN COAST BUSINESS SUPPLY	360148	240171	EFT	11/08/2023	449.64	SUPPLIES
560308	15505	JAY JAY HOLDINGS LLC	360149		INV	11/08/2023	692.44	LEASE PAYMENT LOTS 10
560311	6528	FLEETCOR	360151		EFT	11/08/2023	38.37	10/09/2023-2224103
560312	4019	CADENCE BANK (FKA BANCORP	360152		INV	11/08/2023	154,011.45	LOC #228000935756 PRI
560313	380	LOWES ACCTS RECEIVABLE PR	360153	240043	INV	11/08/2023	22.99	OPEN PO FOR SUPPLIES
560314	380	LOWES ACCTS RECEIVABLE PR	360154	240043	INV	11/08/2023	21.84	OPEN PO FOR SUPPLIES
560315	380	LOWES ACCTS RECEIVABLE PR	360155	240043	INV	11/08/2023	50.30	OPEN PO FOR SUPPLIES
560316	380	LOWES ACCTS RECEIVABLE PR	360156	240043	INV	11/08/2023	166.59	OPEN PO FOR SUPPLIES
560317	380	LOWES ACCTS RECEIVABLE PR	360157	240043	INV	11/08/2023	59.76	OPEN PO FOR SUPPLIES
560318	24702	WEAVER ELECTRIC INC	360158	240102	EFT	11/08/2023	1,000.00	ORANGE GROVE CC BALLA
560319	24653	ITSAVVY LLC	360159	240231	EFT	11/08/2023	309.27	FIRE PREVENTION BUREA
560320	166	CINTAS CORP 240	360160		EFT	11/08/2023	316.10	15123155-4170244425
560321	166	CINTAS CORP 240	360161		EFT	11/08/2023	1.33	15125407-4170244161
560322	166	CINTAS CORP 240	360162		EFT	11/08/2023	14.96	15125407-4169560173
560323	166	CINTAS CORP 240	360163		EFT	11/08/2023	316.10	15123155-4169560332
560324	39331	BXS INSURANCE, INC	360164		EFT	11/08/2023	7,133.15	NOVEMBER INSTALLMENT
560325	329	GULF COAST BUSINESS SUPPL	360165	240151	EFT	11/08/2023	625.97	JANITORIAL SUPPLIES
560326	60	A1 BATTERY INC	360166	240251	EFT	11/08/2023	435.00	VEHICLE MAINTENANCE /
560327	610	SUNBELT FIRE INC	360167	240252	EFT	11/08/2023	3,446.00	FIRE PROTECTIVE FACE
560328	329	GULF COAST BUSINESS SUPPL	360168	240190	EFT	11/08/2023	35.82	OFFICE SUPPLIES
560329	329	GULF COAST BUSINESS SUPPL	360169	240190	EFT	11/08/2023	481.03	OFFICE SUPPLIES
560330	25935	ADVANCED AUTO PARTS	360170	240131	INV	11/08/2023	29.58	BLANKET PO FOR MOTOR
560331	25935	ADVANCED AUTO PARTS	360171	240131	INV	11/08/2023	109.50	BLANKET PO FOR MOTOR
560332	25935	ADVANCED AUTO PARTS	360172	240131	INV	11/08/2023	107.94	BLANKET PO FOR MOTOR
560333	25935	ADVANCED AUTO PARTS	360173	240131	INV	11/08/2023	6.47	BLANKET PO FOR MOTOR
560334	25935	ADVANCED AUTO PARTS	360174	240131	INV	11/08/2023	45.09	BLANKET PO FOR MOTOR
560335	25935	ADVANCED AUTO PARTS	360175	240131	INV	11/08/2023	23.26	BLANKET PO FOR MOTOR
560336	5078	AUTO ZONE INC	360176	240117	INV	11/08/2023	16.82	BLANKET PO / VEHICLE
560337	5078	AUTO ZONE INC	360177	240117	INV	11/08/2023	105.97	BLANKET PO / VEHICLE
560338	9995	BELUAH PALACE	360178		INV	11/08/2023	415.00	REFUND-LYMAN-10/21/20
560339	20659	CORNETT BOLT & SCREW, INC	360179	240125	EFT	11/08/2023	4.08	BLANKET PO / VEHICLE
560340	12011	GOODYEAR CORPORATE #2728	360180	240218	INV	11/08/2023	1,401.48	TIRES
560341	9995	TAKAYA ISAIAH	360181		INV	11/08/2023	100.00	REFUND-HANDSBORO-10/1
560342	42117	INTERSTATE BATTERY OF SOU	360182	240140	EFT	11/08/2023	1,293.70	BLANKET PO / VEHICLE
560343	41693	LESLIE SLADE	360183	240138	EFT	11/08/2023	100.00	WINDOW TINT
560345	41693	LESLIE SLADE	360185	240138	EFT	11/08/2023	100.00	WINDOW TINT
560346	380	LOWES ACCTS RECEIVABLE PR	360186	240109	INV	11/08/2023	593.31	BLANKET PO / SUPPLIES

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VOUCHER	VENDOR		DOCUMENT	PO	TYPE	DUE DATE	AMOUNT	COMMENT
560347	9995	ANGIE JUZANG	360187		INV	11/08/2023	175.00	REFUND-ORANGE GROVE-1
560348	380	LOWES ACCTS RECEIVABLE PR	360188	240109	INV	11/08/2023	83.03	BLANKET PO / SUPPLIES
560349	380	LOWES ACCTS RECEIVABLE PR	360189	240109	INV	11/08/2023	111.69	BLANKET PO / SUPPLIES
560350	389	OREILLY AUTO PARTS	360190	240111	EFT	11/08/2023	451.99	BLANKET PO / VEHICLE
560352	22287	PARTS AND SUPPLY INC	360192	240128	EFT	11/08/2023	150.99	BLANKET PO FOR MOTOR
560354	22287	PARTS AND SUPPLY INC	360194	240128	EFT	11/08/2023	663.92	BLANKET PO FOR MOTOR
560356	377	PERFORMANCE TIRE & WHEEL	360196	240108	EFT	11/08/2023	276.00	TIRES
560358	377	PERFORMANCE TIRE & WHEEL	360197	240108	EFT	11/08/2023	172.00	TIRES
560359	31315	AMERICAN MUNICIPAL SERVIC	360198		EFT	11/08/2023	2,891.61	AMS COLLECTIONS FOR S
560360	377	PERFORMANCE TIRE & WHEEL	360199	240108	EFT	11/08/2023	176.00	TIRES
560361	377	PERFORMANCE TIRE & WHEEL	360200	240108	EFT	11/08/2023	400.00	TIRES
560362	31544	SUN SOUTH LLC	360201	240133	EFT	11/08/2023	155.29	BLANKET PO FOR MOWER
560365	42600	CARR, ALLISON, OLIVER & S	360203		INV	11/08/2023	200.00	CONFLICT COUNSEL-ALFR
560367	10037	DMS MAIL MANAGEMENT, INC.	360205		EFT	11/08/2023	299.84	FTP LETTERS MAILED 5/
560369	43071	TODD STAGNER	360207	233457	INV	11/08/2023	2,800.00	BUILDING MAINTENANCE
560370	43071	TODD STAGNER	360208	240146	INV	11/08/2023	2,800.00	FIRE STATION MAINTENA
560371	380	LOWES ACCTS RECEIVABLE PR	360209	240043	INV	11/08/2023	2.62	OPEN PO FOR SUPPLIES
560372	380	LOWES ACCTS RECEIVABLE PR	360210	240043	INV	11/08/2023	191.74	OPEN PO FOR SUPPLIES
560373	291	GOLDIN METALS, INC	360211	240152	EFT	11/08/2023	519.93	SPORTPLEX SOCCER REPA
560374	10037	DMS MAIL MANAGEMENT, INC.	360212		EFT	11/08/2023	1,725.95	MAILINGS
560376	58	A T & T	360213		INV	11/08/2023	503.12	PHONE SERVICES
560377	40329	F. B. RUSTY WALKER	360214		INV	11/08/2023	1,766.78	FLIGHT REIMBURSEMENT
560378	610	SUNBELT FIRE INC	360215	240225	EFT	11/08/2023	49.76	BLANKET PURCHASE ORDE
560379	6528	FLEETCOR	360216		EFT	11/08/2023	10,059.58	FUEL
560380	2066	HAVARD PEST CONTROL	360217		EFT	11/08/2023	92.00	PEST CONTROL 8TH AVE
560381	380	LOWES ACCTS RECEIVABLE PR	360218	240088	INV	11/08/2023	654.37	OPEN PO FOR HARBOR LI
560382	380	LOWES ACCTS RECEIVABLE PR	360219	240088	INV	11/08/2023	164.48	OPEN PO FOR HARBOR LI
560383	380	LOWES ACCTS RECEIVABLE PR	360220	240088	INV	11/08/2023	47.48	OPEN PO FOR HARBOR LI
560384	107	BLOSSMAN GAS INC	360221	240211	EFT	11/08/2023	48.00	OPEN PO FOR PROPANE
560385	39555	ASAP PLUMBING LLC	360222		EFT	11/08/2023	325.00	HL WAREHOUSE PLUMBING
560387	40826	TYREE A DAVIS	360224		EFT	11/08/2023	6,250.00	COUNCIL APPROVED 10/1
560388	40826	TYREE A DAVIS	360225		EFT	11/08/2023	6,250.00	COUNCIL APPROVED 10/1
560389	36131	G F FULWOOD INC	360226	233358	EFT	11/08/2023	7,332.22	UBOLTS FOR RGB TREE R
560390	514	HOME DEPOT CREDIT SERVICE	360227		INV	11/08/2023	278.10	SINK FOR STATION 1 UN
560391	35088	MUNICO CORP	360228	240097	INV	11/08/2023	1,822.80	SIGNAGE STANDS
560392	514	HOME DEPOT CREDIT SERVICE	360229		INV	11/08/2023	1,534.84	STATION 1 GRANITE INS
560393	58	A T & T	360230		INV	11/08/2023	214.61	831-001-1096 927 OCT2
560394	58	A T & T	360231		INV	11/08/2023	1,596.42	831-000-6763 753 OCT2
560396	58	A T & T	360233		INV	11/08/2023	827.64	228-831-0701 701 0596
560397	58	A T & T	360234		INV	11/08/2023	8,221.55	228 868-5800 421 0594

CITY OF GULFPORT

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VOUCHER	VENDOR		DOCUMENT	PO	TYPE	DUE DATE	AMOUNT	COMMENT
560398	39312	AT&T MOBILITY II LLC	360235		INV	11/08/2023	2,035.65	287293643619
560399	329	GULF COAST BUSINESS SUPPL	360236	240220	EFT	11/08/2023	298.52	SUPPLY ORDER
560401	39312	AT&T MOBILITY II LLC	360238		INV	11/08/2023	1,904.54	287290411730
560402	39312	AT&T MOBILITY II LLC	360239		INV	11/08/2023	324.87	287310505328
560403	329	GULF COAST BUSINESS SUPPL	360240	240220	EFT	11/08/2023	67.76	SUPPLY ORDER
560404	40182	WASTE PRO OF MISSISSIPPI	360241		EFT	11/08/2023	465.00	40171
560405	40182	WASTE PRO OF MISSISSIPPI	360242		EFT	11/08/2023	1,547.38	12394
560406	40182	WASTE PRO OF MISSISSIPPI	360243		EFT	11/08/2023	161.11	42862
560407	40182	WASTE PRO OF MISSISSIPPI	360244		EFT	11/08/2023	185.30	40406
560409	11424	EAGLE ENERGY INC.	360245		EFT	11/08/2023	9,348.51	Fuel for Resale
560410	11424	EAGLE ENERGY INC.	360246		EFT	11/08/2023	1,891.89	Fuel for Resale
560413	6528	FLEETCOR	360249		EFT	11/08/2023	117.35	Vehicle Fuel
560414	6528	FLEETCOR	360250		EFT	11/08/2023	98.49	Vehicle Fuel
560415	43046	JUSTICE C COCHRAN	360251	240276	INV	11/08/2023	46.00	FOOD ALLOWANCE SFA NO
560416	43047	MARK D CORMIER	360252	240277	INV	11/08/2023	46.00	FOOD ALLOWANCE SFA NO
560417	43049	WILLIAM E FRANKLIN III	360253	240278	INV	11/08/2023	46.00	FOOD ALLOWANCE SFA NO
560418	43050	GARRET M LANDRY	360254	240279	INV	11/08/2023	46.00	FOOD ALLOWANCE SFA NO
560419	43051	JAEDYN A LEBLANC	360255	240280	INV	11/08/2023	46.00	FOOD ALLOWANCE SFA NO
560420	43052	JACOB R MALLEY	360256	240281	INV	11/08/2023	46.00	FOOD ALLOWANCE SFA NO
560421	43054	KOLTEN A SCOTT	360257	240282	INV	11/08/2023	46.00	FOOD ALLOWANCE SFA NO
560422	43055	GRANT M VALDES	360258	240283	INV	11/08/2023	46.00	FOOD ALLOWANCE SFA NO
560423	24880	ERIC VALLES	360259	240284	INV	11/08/2023	46.00	FOOD ALLOWANCE SFA NO
560425	329	GULF COAST BUSINESS SUPPL	360260	240149	EFT	11/08/2023	186.00	COPY PAPER FOR CH
560426	31315	AMERICAN MUNICIPAL SERVIC	360261		EFT	11/08/2023	354.74	SEPTEMBER COLLECTION
560427	42247	PAYMENTUS CORPORATION	360262		EFT	11/08/2023	264.00	TRANSACTION FEES FOR
560428	610	SUNBELT FIRE INC	360263	240225	EFT	11/08/2023	163.12	BLANKET PURCHASE ORDE
560429	9995	CHERYL JOHNSON	360264		INV	11/08/2023	175.00	REFUND-LYMAN-9/23/202
560430	9995	YOUTH FOR CHRIST	360265		INV	11/08/2023	175.00	REFUND-ORANGE GROVE-1
560431	5228	COASTAL DUST CONTROL	360266		EFT	11/08/2023	37.55	SERVICES RENDERED FOR
560432	5228	COASTAL DUST CONTROL	360267		EFT	11/08/2023	37.55	SERVICES RENDERED FOR
560433	5228	COASTAL DUST CONTROL	360268		EFT	11/08/2023	37.55	SERVICES RENDERED FOR
560434	5228	COASTAL DUST CONTROL	360269		EFT	11/08/2023	37.55	SERVICES RENDERED FOR
560435	5228	COASTAL DUST CONTROL	360270		EFT	11/08/2023	37.55	SERVICES RENDERED FOR
560436	40182	WASTE PRO OF MISSISSIPPI	360271	231687	EFT	11/08/2023	260.00	CINEMA BY THE SHORE P
560438	380	LOWES ACCTS RECEIVABLE PR	360273	240014	INV	11/08/2023	112.14	BLANKET PO FOR FY24
560439	383	STATE FIRE ACADEMY	360274		INV	11/08/2023	535.65	DRIVER/OPERATOR CLASS
560440	5228	COASTAL DUST CONTROL	360275		EFT	11/08/2023	37.07	RUG CLEANING AT CH
560441	11424	EAGLE ENERGY INC.	360276		EFT	11/08/2023	3,536.57	FUEL FOR RESALE
560442	220	NORMA JEAN SOROE	360277	240317	EFT	11/08/2023	199.53	TRANSCRIPTS FOR ALL M
560443	43013	BRAIN ANSEMAN	360278	240305	INV	11/08/2023	247.00	FOOD ALLOWANCE

ACCOUNTS PAYABLE WARRANT REPORT

Warrant List by Voucher

WARRANT: 11082023 11/08/2023

VOUCHER	VENDOR		DOCUMENT	PO	TYPE	DUE DATE	AMOUNT	COMMENT
560444	380	LOWES ACCTS RECEIVABLE PR	360279	240043	INV	11/08/2023	31.29	OPEN PO FOR SUPPLIES
560445	380	LOWES ACCTS RECEIVABLE PR	360280	240043	INV	11/08/2023	26.08	OPEN PO FOR SUPPLIES
560446	307	NECAISE LOCKSMITH SERVICE	360281	240045	EFT	11/08/2023	43.96	OPEN PO FOR SUPPLIES
560447	40	ALL PHASE ELECTRIC SUPPLY	360282	240048	EFT	11/08/2023	51.90	OPEN PO FOR SUPPLIES
560448	380	LOWES ACCTS RECEIVABLE PR	360283	240088	INV	11/08/2023	140.50	OPEN PO FOR HARBOR LI
560449	380	LOWES ACCTS RECEIVABLE PR	360284	240088	INV	11/08/2023	341.31	OPEN PO FOR HARBOR LI
560450	380	LOWES ACCTS RECEIVABLE PR	360285	240088	INV	11/08/2023	183.98	OPEN PO FOR HARBOR LI
560451	380	LOWES OF GULFPORT MS 466	360286	240088	INV	11/08/2023	58.50	OPEN PO FOR HARBOR LI
560452	380	LOWES ACCTS RECEIVABLE PR	360287	240088	INV	11/08/2023	570.81	OPEN PO FOR HARBOR LI
560453	382	PHILLIPS BUILDING SUPPLY	360288	240255	EFT	11/08/2023	124.46	BUILDING SUPPLIES
560454	382	PHILLIPS BUILDING SUPPLY	360289	240255	EFT	11/08/2023	-62.23	BUILDING SUPPLIES
560455	382	PHILLIPS BUILDING SUPPLY	360290	240255	EFT	11/08/2023	174.93	BUILDING SUPPLIES
560458	20659	CORNETT BOLT & SCREW, INC	360293		EFT	11/08/2023	46.59	HARBOR LIGHTS - BOLTS
560459	380	LOWES ACCTS RECEIVABLE PR	360294	240088	INV	11/08/2023	836.04	OPEN PO FOR HARBOR LI
560462	380	LOWES ACCTS RECEIVABLE PR	360297	240043	INV	11/08/2023	90.23	OPEN PO FOR SUPPLIES
560463	20675	CHANCELLOR SUPPLY, INC	360298	240046	EFT	11/08/2023	50.39	OPEN PO FOR SUPPLIES
560464	449	SAMS CLUB CORP	360299		INV	11/08/2023	13.66	WATERS
560465	42973	SPATCO ENERGY SOLUTIONS,	360300	232985	INV	11/08/2023	3,897.90	Fuel Tank Sensor/ Pro
560467	42918	CHRISTINA HIGHSMITH	360302		INV	11/08/2023	160.00	FOOD ALLOWANCE 10/17-
560468	16880	DS WATERS OF AMERICA INC	360304		INV	11/08/2023	127.40	Water for Offices
560469	23563	SUN COAST BUSINESS SUPPLY	360303	240171	EFT	11/08/2023	1.15	SUPPLIES
560470	23654	TEC OF JACKSON INC	360305		EFT	11/08/2023	354.88	030818 OCT23
560471	553	SOUTH MS BUSINESS MACHINE	360306		EFT	11/08/2023	475.00	URBAN DEVELOPMENT 361
560475	16880	DS WATERS OF AMERICA INC	360309		INV	11/08/2023	113.40	Water for Offices
560476	27268	AIRGAS INC	360310		INV	11/08/2023	311.20	2433693
560477	39641	GLOBE MANUFACTURING LLC	360311		EFT	11/08/2023	178.62	GEAR CLEANED / REPAIR
560479	380	LOWES ACCTS RECEIVABLE PR	360313	240014	INV	11/08/2023	89.86	BLANKET PO FOR FY24
560480	42372	GULF COAST BUSINESS COUNC	360314		INV	11/08/2023	1,500.00	2024 GULF COAST LEGIS
560481	380	LOWES ACCTS RECEIVABLE PR	360315	240014	INV	11/08/2023	20.89	BLANKET PO FOR FY24
560482	42007	COMMUNICATIONS INTERNATIO	360316	240015	EFT	11/08/2023	231.90	BLANKET PO FOR FY24
560483	850	ROCKING C TRUCK AND TRAIL	360317	240327	EFT	11/08/2023	1,426.41	VEHICLE MAINTENANCE /
560486	380	LOWES ACCTS RECEIVABLE PR	360320	240088	INV	11/08/2023	674.07	OPEN PO FOR HARBOR LI
560487	382	PHILLIPS BUILDING SUPPLY	360321	240255	EFT	11/08/2023	25.14	BUILDING SUPPLIES
560488	382	PHILLIPS BUILDING SUPPLY	360322	240255	EFT	11/08/2023	528.27	BUILDING SUPPLIES
560489	39534	AUTOMATED MERCHANTSYSTEMS	360323		EFT	11/08/2023	37.95	HARBOR LIGHTS MONTHLY
560490	23107	CENTERPOINT ENERGY RESOUR	360324		INV	11/08/2023	62.93	ENERGY 3035121-7 STA
560491	24653	ITSAVVY LLC	360325	240063	EFT	11/08/2023	159.41	CBTS PROJECTOR BULB R
560494	39312	AT&T MOBILITY II LLC	360326		INV	11/08/2023	9,470.79	CELL PHONE AND CRADLE
560495	58	A T & T	360327		INV	11/08/2023	4,689.51	601 N10-0117 117
560497	5228	COASTAL DUST CONTROL	360328		EFT	11/08/2023	27.27	CARPET CLEANING

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VOUCHER	VENDOR		DOCUMENT	PO	TYPE	DUE DATE	AMOUNT	COMMENT
560499	153	BROWNELLS INC	360330	233252	EFT	11/08/2023	273.75	WEAPON CLEANING ITEMS
560500	316	MID SOUTH UNIFORM & SUPPL	360331	240107	EFT	11/08/2023	767.84	BLANKET PO FOR UNIFOR
560501	360	GULF HYDRAULICS & PNEUMAT	360332	240337	EFT	11/08/2023	149.15	EQUIPMENT MAINTENANCE
560503	202	DPS CRIME LAB	360333		EFT	11/08/2023	420.00	ANALYTICAL FEES
560504	42430	ROBERT H ALBERAL	360334	240321	INV	11/08/2023	161.00	FOOD ALLOWANCE
560505	42683	KEVIN T ROUSH	360335	240324	INV	11/08/2023	161.00	FOOD ALLOWANCE
560506	42684	SEAN L WARNER	360336	240322	INV	11/08/2023	161.00	FOOD ALLOWANCE
560507	23107	CENTERPOINT ENERGY RESOUR	360337		INV	11/08/2023	35.15	GAS
560508	6528	FLEETCOR	360338		EFT	11/08/2023	3,094.56	GFD FUELMAN CHARGES F
560509	4620	NEEL SCHAFFER INC	360339	229261	EFT	11/08/2023	4,808.63	BUILD GRANT - ENGINEE
560510	23107	CENTERPOINT ENERGY RESOUR	360340		INV	11/08/2023	35.15	GAS
560511	41972	TIMOTHY WESTBROOK	360341	240227	EFT	11/08/2023	500.00	LOT CLEAN-UP
560512	41972	TIMOTHY WESTBROOK	360342	240228	EFT	11/08/2023	500.00	LOT CLEAN-UP
560514	41972	TIMOTHY WESTBROOK	360343	240228	EFT	11/08/2023	150.00	LOT CLEAN-UP
560516	41972	TIMOTHY WESTBROOK	360344	240228	EFT	11/08/2023	150.00	LOT CLEAN-UP
560517	275	J H WRIGHT & ASSOC	360345	240236	EFT	11/08/2023	270.00	REPLACE, SERVICE & MA
560519	20539	BANKS & BANKS, INC.	360347	240167	EFT	11/08/2023	1,260.00	TOPPER FOR RICK MOONE
560520	307	NECAISE LOCKSMITH SERVICE	360348	240023	EFT	11/08/2023	2,529.00	LOBBY DOOR SECURITY S
560521	923	CENTRAL PIPE SUPPLY INC	360349	232964	EFT	11/08/2023	961.08	RESTOCK INVENTORY - 1
560522	307	NECAISE LOCKSMITH SERVICE	360350	240106	EFT	11/08/2023	35.00	BLANKET PO / KEYS AND
560523	380	LOWES ACCTS RECEIVABLE PR	360351	240109	INV	11/08/2023	43.89	BLANKET PO / SUPPLIES
560524	329	GULF COAST BUSINESS SUPPL	360352	240308	EFT	11/08/2023	12.52	FILE FOLDERS FOR CH
560525	34785	THE ARBITRAGE GROUP INC	360353		EFT	11/08/2023	1,000.00	PROFESSIONAL SERVICES
560526	4019	CADENCE BANK (FKA BANCORP	360354		INV	11/08/2023	524,099.47	GRC LOC 228000935756
560528	42881	REXEL USA INC	360356		EFT	11/08/2023	257.19	SUPPLIES
560529	42881	REXEL USA INC	360357		EFT	11/08/2023	32.68	SUPPLIES
560530	42881	REXEL USA INC	360358		EFT	11/08/2023	232.40	supplies
560533	42881	REXEL USA INC	360361		EFT	11/08/2023	348.02	SUPPLIES
560534	42881	REXEL USA INC	360362		EFT	11/08/2023	127.88	SUPPLIES
560535	17329	SOUTHERN WATERWORKS SUPPL	360363	233400	INV	11/08/2023	640.66	8" FIXED STEEL DEFLEC
560537	611	SOUTHERN PIPE & SUPPLY CO	360365	233342	EFT	11/08/2023	2,645.00	WATER METER RESTOCK
560538	190	COAST CHLORINATOR CO	360366	240166	EFT	11/08/2023	2,976.00	CHLORINE PARTS TO REP
560540	42970	TWINCREST INC	360368	232445	EFT	11/08/2023	13,703.00	STOCK MATERIAL NEW RA
560542	24702	WEAVER ELECTRIC INC	360370	240183	EFT	11/08/2023	1,040.00	REPAIR HIGH & LOW MAS
560544	20675	CHANCELLOR SUPPLY, INC	360372	240168	EFT	11/08/2023	3,557.62	STARTERS FOR BIG TAND
560546	555	HUNTOONS INC	360374	240157	EFT	11/08/2023	577.60	WOODEN STAKES - RESTO
560549	42313	JOHNSONS TREE SERVICE, LL	360377	240169	INV	11/08/2023	2,500.00	TREE REMOVAL AT 1610
560550	32390	SOUTHERN PRO TRUCK	360378	240079	INV	11/08/2023	499.00	RUNNING BOARDS FOR NE
560551	883	WARREN PAVING INC	360379	232886	EFT	11/08/2023	37,365.90	WA 98: AUDUBON (29 -
560552	40	ALL PHASE ELECTRIC SUPPLY	360380	233232	EFT	11/08/2023	796.00	THERMAL UNITS & BREAK

CITY OF GULFPORT

ACCOUNTS PAYABLE WARRANT REPORT

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VOUCHER	VENDOR		DOCUMENT	PO	TYPE	DUE DATE	AMOUNT	COMMENT
560553	518	TEMPLE INC	360381	232344	EFT	11/08/2023	10,161.00	STOCK MATERIAL FOR TR
560554	24702	WEAVER ELECTRIC INC	360382	240239	EFT	11/08/2023	2,520.00	REPAIR UNDERGROUND WI
560555	1576	COVINGTON SALES & SERVICE	360383	1	EFT	11/08/2023	3,025.91	PHPM 50 EMULSION
560556	42605	DISTRIBUTORS HOLDING CORP	360384	240062	EFT	11/08/2023	84.00	BELTS FOR LIFT STATIO
560558	883	WARREN PAVING INC	360386	240036	EFT	11/08/2023	225.16	BLANKET PO FOR TYPE S
560559	883	WARREN PAVING INC	360387	240036	EFT	11/08/2023	217.40	BLANKET PO FOR TYPE S
560560	883	WARREN PAVING INC	360388	240036	EFT	11/08/2023	309.71	BLANKET PO FOR TYPE S
560561	883	WARREN PAVING INC	360389	240036	EFT	11/08/2023	150.11	BLANKET PO FOR TYPE S
560562	883	WARREN PAVING INC	360390	240036	EFT	11/08/2023	171.68	BLANKET PO FOR TYPE S
560563	19719	BAYOU CONCRETE, LLC	360391	240038	EFT	11/08/2023	723.00	BLANKET PO FOR 3000 P
560564	19719	BAYOU CONCRETE, LLC	360392	240038	EFT	11/08/2023	502.50	BLANKET PO FOR 3000 P
560565	19719	BAYOU CONCRETE, LLC	360393	240038	EFT	11/08/2023	3,132.00	BLANKET PO FOR 3000 P
560566	19719	BAYOU CONCRETE, LLC	360394	240038	EFT	11/08/2023	685.00	BLANKET PO FOR 3000 P
560567	19719	BAYOU CONCRETE, LLC	360395	240038	EFT	11/08/2023	477.50	BLANKET PO FOR 3000 P
560568	19719	BAYOU CONCRETE, LLC	360396	240038	EFT	11/08/2023	1,044.00	BLANKET PO FOR 3000 P
560569	19719	BAYOU CONCRETE, LLC	360397	240038	EFT	11/08/2023	1,976.00	BLANKET PO FOR 3000 P
560570	19719	BAYOU CONCRETE, LLC	360398	240038	EFT	11/08/2023	1,018.00	BLANKET PO FOR 3000 P
560571	19719	BAYOU CONCRETE, LLC	360399	240038	EFT	11/08/2023	302.50	BLANKET PO FOR 3000 P
560572	19719	BAYOU CONCRETE, LLC	360400	240038	EFT	11/08/2023	415.00	BLANKET PO FOR 3000 P
560573	19719	BAYOU CONCRETE, LLC	360401	240038	EFT	11/08/2023	852.50	BLANKET PO FOR 3000 P
560574	19719	BAYOU CONCRETE, LLC	360402	240038	EFT	11/08/2023	650.00	BLANKET PO FOR 3000 P
560575	19719	BAYOU CONCRETE, LLC	360403	240038	EFT	11/08/2023	863.00	BLANKET PO FOR 3000 P
560576	19719	BAYOU CONCRETE, LLC	360404	240038	EFT	11/08/2023	590.00	BLANKET PO FOR 3000 P
560577	19719	BAYOU CONCRETE, LLC	360405	240038	EFT	11/08/2023	901.00	BLANKET PO FOR 3000 P
560578	19719	BAYOU CONCRETE, LLC	360406	240038	EFT	11/08/2023	1,041.00	BLANKET PO FOR 3000 P
560579	19719	BAYOU CONCRETE, LLC	360407	240038	EFT	11/08/2023	450.00	BLANKET PO FOR 3000 P
560580	19719	BAYOU CONCRETE, LLC	360408	240038	EFT	11/08/2023	797.50	BLANKET PO FOR 3000 P
560581	41691	FERGUSON US HOLDINGS, INC	360409	240028	EFT	11/08/2023	180.00	BLANKET PO FOR FY 202
560582	380	LOWES ACCTS RECEIVABLE PR	360410	240058	INV	11/08/2023	54.12	BLANKET FOR FY 2024
560583	42812	MOBILE SOLVENTS & SUPPLY	360411	240008	EFT	11/08/2023	6,682.50	BLKT PO FOR CHLROINE
560584	42812	MOBILE SOLVENTS & SUPPLY	360412	240008	EFT	11/08/2023	7,492.50	BLKT PO FOR CHLROINE
560585	307	NECAISE LOCKSMITH SERVICE	360413	240032	EFT	11/08/2023	15.00	BLANKET PO FOR LOCK S
560586	307	NECAISE LOCKSMITH SERVICE	360414	240032	EFT	11/08/2023	48.75	BLANKET PO FOR LOCK S
560587	307	NECAISE LOCKSMITH SERVICE	360415	240032	EFT	11/08/2023	20.00	BLANKET PO FOR LOCK S
560588	20659	CORNETT BOLT & SCREW, INC	360416	240027	EFT	11/08/2023	149.56	BLANKET PO FOR FY 202
560590	40	ALL PHASE ELECTRIC SUPPLY	360418	240099	EFT	11/08/2023	59.75	BLANKET PO FOR FY 202
560591	20675	CHANCELLOR SUPPLY, INC	360419	240127	EFT	11/08/2023	56.04	BLANKET PO FOR FY 202
560592	20675	CHANCELLOR SUPPLY, INC	360420	240127	EFT	11/08/2023	36.75	BLANKET PO FOR FY 202
560593	20675	CHANCELLOR SUPPLY, INC	360421	240127	EFT	11/08/2023	61.54	BLANKET PO FOR FY 202
560594	17386	JOHN MCADAMS, CHANCERY CL	360422		INV	11/08/2023	26.00	RECEIPT: 1862009; INS

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VOUCHER	VENDOR		DOCUMENT	PO	TYPE	DUE DATE	AMOUNT	COMMENT
560596	1054	MICRO METHODS INC	360423	240031	EFT	11/08/2023	380.00	BLANKET PO FOR WATER
560597	1054	MICRO METHODS INC	360424	240031	EFT	11/08/2023	180.00	BLANKET PO FOR WATER
560598	1054	MICRO METHODS INC	360425	240031	EFT	11/08/2023	320.00	BLANKET PO FOR WATER
560599	1054	MICRO METHODS INC	360426	240031	EFT	11/08/2023	120.00	BLANKET PO FOR WATER
560600	1054	MICRO METHODS INC	360427	240031	EFT	11/08/2023	120.00	BLANKET PO FOR WATER
560601	1054	MICRO METHODS INC	360428	240031	EFT	11/08/2023	120.00	BLANKET PO FOR WATER
560602	883	WARREN PAVING INC	360429	240353	EFT	11/08/2023	169.95	BLANKET PO: TYPE SC1
560603	883	WARREN PAVING INC	360430	240353	EFT	11/08/2023	486.57	BLANKET PO: TYPE SC1
560604	883	WARREN PAVING INC	360431	240353	EFT	11/08/2023	171.68	BLANKET PO: TYPE SC1
560605	883	WARREN PAVING INC	360432	240353	EFT	11/08/2023	216.54	BLANKET PO: TYPE SC1
560606	883	WARREN PAVING INC	360433	240353	EFT	11/08/2023	192.38	BLANKET PO: TYPE SC1
560607	883	WARREN PAVING INC	360434	240353	EFT	11/08/2023	512.45	BLANKET PO: TYPE SC1
560608	883	WARREN PAVING INC	360435	240353	EFT	11/08/2023	439.12	BLANKET PO: TYPE SC1
560610	883	WARREN PAVING INC	360437		EFT	11/08/2023	433.94	BLANKET ASPHALT PURCH
560612	40	ALL PHASE ELECTRIC SUPPLY	360439		EFT	11/08/2023	3,171.12	STARTERS - PO 233136
560613	5228	COASTAL DUST CONTROL	360440		EFT	11/08/2023	140.92	MAT CLEANING SERVICES
560614	5228	COASTAL DUST CONTROL	360441		EFT	11/08/2023	122.92	MAT CLEANING SERVICES
560615	5228	COASTAL DUST CONTROL	360442		EFT	11/08/2023	122.92	MAT CLEANING SERVICES
560616	39214	CUSTOM CALL CENTER LLC	360443		EFT	11/08/2023	501.59	ANSWERING SERVICE OCT
560617	2066	HAVARD PEST CONTROL	360444		EFT	11/08/2023	90.00	PEST CONTROL SERVICES
560618	2066	HAVARD PEST CONTROL	360445		EFT	11/08/2023	45.00	PEST CONTROL SERVICES
560619	1075	FEDEX	360446		INV	11/08/2023	18.66	SHIPMENT OF ELEC. COM
560620	6528	FLEETCOR	360447		EFT	11/08/2023	319.02	ACCT 126559 - PW TRAF
560621	6528	FLEETCOR	360448		EFT	11/08/2023	530.57	ACCT 126559 - PW TRAF
560622	6528	FLEETCOR	360449		EFT	11/08/2023	479.33	ACCT 126559 - PW TRAF
560623	6528	FLEETCOR	360450		EFT	11/08/2023	340.37	ACCT 126554 - PW ADMI
560624	6528	FLEETCOR	360451		EFT	11/08/2023	159.13	ACCT 126554 - PW ADMI
560625	6528	FLEETCOR	360452		EFT	11/08/2023	377.91	ACCT 126554 - PW ADMI
560626	6528	FLEETCOR	360453		EFT	11/08/2023	52.95	ACCT 126558 - ENGINEE
560627	6528	FLEETCOR	360454		EFT	11/08/2023	63.62	ACCT 126558 - ENGINEE
560628	6528	FLEETCOR	360455		EFT	11/08/2023	68.98	ACCT 126558 - ENGINEE
560629	6528	FLEETCOR	360456		EFT	11/08/2023	53.16	ACCT 126555: PW WATER
560630	6528	FLEETCOR	360457		EFT	11/08/2023	59.90	ACCT 2710013: TRAFFIC
560631	40182	WASTE PRO OF MISSISSIPPI	360458		EFT	11/08/2023	37.76	TOILET RENTAL - CITY
560632	40182	WASTE PRO OF MISSISSIPPI	360459		EFT	11/08/2023	92.65	TOILET RENTAL - PW -
560633	40182	WASTE PRO OF MISSISSIPPI	360460		EFT	11/08/2023	92.65	TOILET RENTAL - PW -
560634	40182	WASTE PRO OF MISSISSIPPI	360461		EFT	11/08/2023	115.36	TOILET RENTAL - 153 P
560636	40182	WASTE PRO OF MISSISSIPPI	360463		EFT	11/08/2023	92.65	TOILET RENTAL - PW -
560637	969	WASTE MANAGEMENT OF MS	360464		INV	11/08/2023	282.26	20 YD ROLL-OFF DUMPST
560638	969	WASTE MANAGEMENT OF MS	360465		INV	11/08/2023	1,157.16	FIRETOWER RD LANDFILL

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VOUCHER	VENDOR		DOCUMENT	PO	TYPE	DUE DATE	AMOUNT	COMMENT
560639	969	WASTE MANAGEMENT OF MS	360466		INV	11/08/2023	4,379.13	COASTAL RECYCLERS LAN
560640	42691	AMILIA TECHNOLOGIES USA I	360467	240340	EFT	11/08/2023	799.00	AMILIA MONTHY SUBSCRI
560641	42691	AMILIA TECHNOLOGIES USA I	360468	240340	EFT	11/08/2023	799.00	AMILIA MONTHY SUBSCRI
560642	18616	MUNICIPAL EMERGENCY SERVI	360469	240042	EFT	11/08/2023	4,633.25	UNIFORMS
560643	6528	FLEETCOR	360470		EFT	11/08/2023	150.13	FUEL FOR BM VEHICLES
560644	41866	CHASE A H SCOTT	360471	240342	INV	11/08/2023	266.00	FOOD ALLOWANCE
560645	380	LOWES ACCTS RECEIVABLE PR	360472	240341	INV	11/08/2023	714.97	OPEN PO - HARBOR LIGH
560646	3134	JACKSON COUNTY JUSTICE CO	360475		INV	11/08/2023	55.00	CASE# GV0111/0138CIVI
560647	6528	FLEETCOR	360473		EFT	11/08/2023	11,065.02	FUEL
560649	1379	KANSAS CITY SOUTHERN RR C	360476		EFT	11/08/2023	9,375.00	PERMIT FEE FOR PIPELI
560650	1379	KANSAS CITY SOUTHERN RR C	360477		EFT	11/08/2023	9,375.00	PERMIT FEE FOR PIPELI
560652	323	NORTH ALABAMA FIRE EQUIP	360479	232802	INV	11/08/2023	840.00	MOHS PROJECT 23022
560653	3134	JACKSON COUNTY JUSTICE CO	360480		INV	11/08/2023	55.00	CASE#GV0111/0139-CIVI
560654	39643	EK EMBROIDERY LLC	360481	240240	EFT	11/08/2023	790.00	FY 2024 BLANKET PO /
560656	611	SOUTHERN PIPE & SUPPLY CO	360483	240044	EFT	11/08/2023	242.92	OPEN PO FOR SUPPLIES
560660	23563	SUN COAST BUSINESS SUPPLY	360486	240221	EFT	11/08/2023	246.45	SUPPLY ORDER
560661	23563	SUN COAST BUSINESS SUPPLY	360487	240221	EFT	11/08/2023	10.94	SUPPLY ORDER
560662	23563	SUN COAST BUSINESS SUPPLY	360488	240221	EFT	11/08/2023	12.88	SUPPLY ORDER
560663	23563	SUN COAST BUSINESS SUPPLY	360489	240221	EFT	11/08/2023	51.52	SUPPLY ORDER
560665	42266	SIJ HOLDINGS, LLC	360491	240213	EFT	11/08/2023	69.10	NEWSPAPER AND PUBLICA
560666	42266	SIJ HOLDINGS, LLC	360492	240213	EFT	11/08/2023	74.50	NEWSPAPER AND PUBLICA
560668	42703	OLIVIA MCMAHAN	360494		INV	11/08/2023	52.00	MEAL REIMBURSEMENT
560669	42628	JESSICA VERSIGA	360495		EFT	11/08/2023	52.00	MEAL REIMBURSEMENT
560670	42522	AMBER HINTON	360496		INV	11/08/2023	52.00	MEAL REIMBURSEMENT
560676	380	LOWES ACCTS RECEIVABLE PR	360501	240043	INV	11/08/2023	47.88	OPEN PO FOR SUPPLIES
560677	40843	EAGLE SERVICES, INC.	360502	240285	EFT	11/08/2023	110.00	FLOAT SWITCH AT CITY
560679	25935	ADVANCED AUTO PARTS	360504	240131	INV	11/08/2023	203.41	BLANKET PO FOR MOTOR
560680	25935	ADVANCED AUTO PARTS	360505	240131	INV	11/08/2023	95.67	BLANKET PO FOR MOTOR
560682	25935	ADVANCED AUTO PARTS	360507	240131	INV	11/08/2023	49.99	BLANKET PO FOR MOTOR
560685	25935	ADVANCED AUTO PARTS	360510	240131	INV	11/08/2023	7.35	BLANKET PO FOR MOTOR
560687	25935	ADVANCED AUTO PARTS	360512	240131	INV	11/08/2023	25.72	BLANKET PO FOR MOTOR
560688	25935	ADVANCED AUTO PARTS	360513	240131	INV	11/08/2023	14.07	BLANKET PO FOR MOTOR
560689	25935	ADVANCED AUTO PARTS	360514	240131	INV	11/08/2023	19.75	BLANKET PO FOR MOTOR
560690	25935	ADVANCED AUTO PARTS	360515	240131	INV	11/08/2023	184.28	BLANKET PO FOR MOTOR
560691	5078	AUTO ZONE INC	360516	240117	INV	11/08/2023	47.99	BLANKET PO / VEHICLE
560692	5078	AUTO ZONE INC	360517	240117	INV	11/08/2023	151.98	BLANKET PO / VEHICLE
560693	5078	AUTO ZONE INC	360518	240117	INV	11/08/2023	203.98	BLANKET PO / VEHICLE
560694	4019	CADENCE BANK (FKA BANCORP	360519		INV	11/08/2023	140,100.32	LOC PRINCIPAL PMT 228
560695	5078	AUTO ZONE INC	360520	240117	INV	11/08/2023	24.99	BLANKET PO / VEHICLE
560696	5078	AUTO ZONE INC	360521	240117	INV	11/08/2023	25.00	BLANKET PO / VEHICLE

CITY OF GULFPORT

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VOUCHER	VENDOR		DOCUMENT	PO	TYPE	DUE DATE	AMOUNT	COMMENT
560697	5078	AUTO ZONE INC	360522	240117	INV	11/08/2023	22.68	BLANKET PO / VEHICLE
560698	5078	AUTO ZONE INC	360523	240117	INV	11/08/2023	35.63	BLANKET PO / VEHICLE
560699	5078	AUTO ZONE INC	360524	240117	INV	11/08/2023	27.98	BLANKET PO / VEHICLE
560700	12011	GOODYEAR CORPORATE #2728	360525	240294	INV	11/08/2023	1,118.76	TIRES
560701	261	ISCO METALS & SUPPLY	360526	240235	EFT	11/08/2023	440.00	METAL - 8TH AVE
560702	43022	JAAF LLC	360527	240145	EFT	11/08/2023	1,500.00	BLANKET PO FOR MOTOR
560703	380	LOWES ACCTS RECEIVABLE PR	360528	240109	INV	11/08/2023	97.73	BLANKET PO / SUPPLIES
560704	389	OREILLY AUTO PARTS	360529	240111	EFT	11/08/2023	32.67	BLANKET PO / VEHICLE
560705	9996	JEFFREY SIEGEL	360530		INV	11/08/2023	60.86	REFUND
560707	22287	PARTS AND SUPPLY INC	360532	240128	EFT	11/08/2023	238.56	BLANKET PO FOR MOTOR
560709	9996	BILLY WALKER	360534		INV	11/08/2023	376.02	REFUND
560710	22287	PARTS AND SUPPLY INC	360535	240128	EFT	11/08/2023	189.20	BLANKET PO FOR MOTOR
560711	22287	PARTS AND SUPPLY INC	360536	240128	EFT	11/08/2023	43.74	BLANKET PO FOR MOTOR
560712	22287	PARTS AND SUPPLY INC	360537	240128	EFT	11/08/2023	43.74	BLANKET PO FOR MOTOR
560713	22287	PARTS AND SUPPLY INC	360538	240128	EFT	11/08/2023	16.23	BLANKET PO FOR MOTOR
560714	42444	RUSSOM'S GULF COAST	360539	240142	EFT	11/08/2023	499.92	BLANKET PO / VEHICLE
560715	20539	BANKS & BANKS, INC.	360540	240160	EFT	11/08/2023	383.00	HITCH
560718	40283	MARLOW WHITE UNIFORMS, IN	360543	240233	INV	11/08/2023	106.95	HONOR GUARD SHOULD CO
560719	610	SUNBELT FIRE INC	360544	240365	EFT	11/08/2023	618.56	EQUIPMENT MAINTENANCE
560720	3764	ALL SAFE TECHNOLOGIES LLC	360545		INV	11/08/2023	52.42	JONES BUILDING ALARM
560722	93295	ALLEN BEVERAGES, INC	360547	240181	INV	11/08/2023	660.00	WATER
560723	1777	SOUTHERN MS PLANNING AND	360548	240178	EFT	11/08/2023	167.40	SENIOR MEALS
560725	10126	LIONEL TURNER	360552		EFT	11/08/2023	450.00	10/9-10/27/23
560726	42233	VARSITY BRANDS HOLDING CO	360550	233009	EFT	11/08/2023	7,999.04	FOOTBALL EQUIPMENT
560727	42233	VARSITY BRANDS HOLDING CO	360551	233367	EFT	11/08/2023	1,874.99	EQUIPMENT
560728	23774	JOHN TUCKER	360553		INV	11/08/2023	500.00	10/9-10/27/23
560729	41824	GREENPOINT AG HOLDINGS, L	360555	240304	EFT	11/08/2023	4,994.60	CHEMICALS
560731	42340	JOHN D JOHNSON	360554		EFT	11/08/2023	375.00	10/9-10/27/23
560732	40610	GYM WORX LLC	360556		INV	11/08/2023	229.58	I81476
560733	380	LOWES ACCTS RECEIVABLE PR	360557	240176	INV	11/08/2023	1,330.99	LANDSCAPE SUPPLIES
560734	43089	JAMES M LADNER	360558		INV	11/08/2023	173.00	TRAVEL REIMBURSEMENT
560735	40633	ALAN FEATHERSTON	360559		INV	11/08/2023	173.00	TRAVEL REIMBURSEMENT
560737	187	CLAYS PRINT SHOP INC	360561	240174	EFT	11/08/2023	52.00	PRINTING
560738	42875	ALLISTONS LLC	360562		EFT	11/08/2023	183.55	26174
560739	42450	ISAIAH MORGAN	360563		EFT	11/08/2023	200.00	10/-10/27/23
560740	70000	SPARKLIGHT	360564		INV	11/08/2023	7,500.00	107191736
560742	1263	FRANCISCO HARDY	360565		INV	11/08/2023	50.00	10/9-10/27/23
560743	12506	ERIC HILL	360566		EFT	11/08/2023	250.00	10/9-10/29/23
560744	39223	RONALD SUTTON	360567		INV	11/08/2023	200.00	10/9-10/27/23
560746	329	GULF COAST BUSINESS SUPPL	360569	240094	EFT	11/08/2023	1,195.00	STATION 12 CHAIRS

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VOUCHER	VENDOR		DOCUMENT	PO	TYPE	DUE DATE	AMOUNT	COMMENT
560747	24653	ITSAVVY LLC	360570	240212	EFT	11/08/2023	180.79	HP LAPTOP MONITOR AND
560748	24653	ITSAVVY LLC	360571	240212	EFT	11/08/2023	3,461.07	HP LAPTOP MONITOR AND
560749	24653	ITSAVVY LLC	360572	240212	EFT	11/08/2023	58.05	HP LAPTOP MONITOR AND
560751	166	CINTAS CORP 240	360573		EFT	11/08/2023	1.33	15125407-4170943045
560752	166	CINTAS CORP 240	360574		EFT	11/08/2023	316.10	15123155-4170943209
560756	42660	WOLVERTON PROPERTY MANAGE	360577		EFT	11/08/2023	4,060.00	#1289
560757	42660	WOLVERTON PROPERTY MANAGE	360578		EFT	11/08/2023	19,200.00	#1286
560758	42660	WOLVERTON PROPERTY MANAGE	360579		EFT	11/08/2023	4,060.00	#1283
560760	42660	WOLVERTON PROPERTY MANAGE	360580		EFT	11/08/2023	4,060.00	#1280
560761	35999	GULF BREEZE LANDSCAPING L	360581		EFT	11/08/2023	37,070.00	#28399
560763	35998	KINGS SPRINKLER SYSTEMS I	360582		EFT	11/08/2023	4,521.75	#3005
560764	35998	KINGS SPRINKLER SYSTEMS I	360583		EFT	11/08/2023	6,828.50	#2996
560769	227	FASTENAL	360588	240299	EFT	11/08/2023	544.15	SUPPLIES
560773	2062	MAGNOLIA PRINTING CO INC	360592	240300	EFT	11/08/2023	639.50	FLYERS
560774	380	LOWES ACCTS RECEIVABLE PR	360593	240177	INV	11/08/2023	613.58	SUPPLIES
560775	42233	VARSITY BRANDS HOLDING CO	360594		EFT	11/08/2023	257.50	#921905960
560782	38546	ZACHARY REGAN	360600	240368	INV	11/08/2023	180.00	VEHICLE MAINTENANCE /
560783	38546	ZACHARY REGAN	360601	240374	INV	11/08/2023	530.00	VEHICLE MAINTENANCE /
560784	38546	ZACHARY REGAN	360602	240376	INV	11/08/2023	985.00	VEHICLE MAINTENANCE /
560788	18616	MUNICIPAL EMERGENCY SERVI	360604	240148	EFT	11/08/2023	4,610.14	UNIFORMS
560790	380	LOWES ACCTS RECEIVABLE PR	360606	240341	INV	11/08/2023	1,455.57	OPEN PO - HARBOR LIGH
560791	380	LOWES ACCTS RECEIVABLE PR	360607	240341	CRM	11/08/2023	-594.00	OPEN PO - HARBOR LIGH
560792	380	LOWES ACCTS RECEIVABLE PR	360608	240341	INV	11/08/2023	759.12	OPEN PO - HARBOR LIGH
560796	42661	H&S CONSTRUCTION	360612		EFT	11/08/2023	61,000.00	HL INSTALLATION - INV
560801	40826	TYREE A DAVIS	360616		EFT	11/08/2023	6,250.00	COUNCIL APPROVED 10/1
560805	40826	TYREE A DAVIS	360620		EFT	11/08/2023	6,250.00	COUNCIL APPROVED 10/1
560806	382	PHILLIPS BUILDING SUPPLY	360621	240255	EFT	11/08/2023	56.95	BUILDING SUPPLIES
560807	382	PHILLIPS BUILDING SUPPLY	360622	240255	EFT	11/08/2023	38.76	BUILDING SUPPLIES
560810	380	LOWES ACCTS RECEIVABLE PR	360625	240373	INV	11/08/2023	2,987.40	OPEN PO - HARBOR LIGH
560811	380	LOWES ACCTS RECEIVABLE PR	360626	240341	INV	11/08/2023	555.68	OPEN PO - HARBOR LIGH
560812	380	LOWES ACCTS RECEIVABLE PR	360627	240341	INV	11/08/2023	816.78	OPEN PO - HARBOR LIGH
560818	42740	ANTHONY J WILLIAMS	360630		INV	11/08/2023	2,500.00	HL - CARPET SEAM WORK
560913	3764	ALL SAFE TECHNOLOGIES LLC	360698		INV	11/08/2023	66.00	10168L 3908 28TH STOR
560914	3764	ALL SAFE TECHNOLOGIES LLC	360699		INV	11/08/2023	69.95	10168L 135 COURTHOUSE
560915	3764	ALL SAFE TECHNOLOGIES LLC	360700		INV	11/08/2023	103.90	10168L 1419 27TH TRAI
560916	3764	ALL SAFE TECHNOLOGIES LLC	360701		INV	11/08/2023	34.95	10168L 3300 17TH ST L
560917	3764	ALL SAFE TECHNOLOGIES LLC	360702		INV	11/08/2023	104.90	10168L 1133 20TH AVE
560918	3764	ALL SAFE TECHNOLOGIES LLC	360703		INV	11/08/2023	104.90	10168L 1300 24TH CARN
560919	3764	ALL SAFE TECHNOLOGIES LLC	360704		INV	11/08/2023	63.90	10168L 12136 PRUDIE C
560920	3764	ALL SAFE TECHNOLOGIES LLC	360705		INV	11/08/2023	48.45	10168L 17200 16TH SPO

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560921	3764	ALL SAFE TECHNOLOGIES LLC	360706		INV	11/08/2023	34.95	10168L 3310 17TH ST R
560922	3764	ALL SAFE TECHNOLOGIES LLC	360707		INV	11/08/2023	54.95	10168L GULFPORT PUBLI
560923	3764	ALL SAFE TECHNOLOGIES LLC	360708		INV	11/08/2023	19.98	10168L 1422 23RD AVE
560924	3764	ALL SAFE TECHNOLOGIES LLC	360709		INV	11/08/2023	34.95	10168L 4015 SEARLE AV
560925	3764	ALL SAFE TECHNOLOGIES LLC	360710		INV	11/08/2023	39.95	10168L 1535 29TH AVE
560926	3764	ALL SAFE TECHNOLOGIES LLC	360711		INV	11/08/2023	34.95	10168L 4051 HEWES AVE
560927	23107	CENTERPOINT ENERGY RESOUR	360728		INV	11/08/2023	59.22	13440 OLD HIGHWAY 49
560928	23107	CENTERPOINT ENERGY RESOUR	360729		INV	11/08/2023	35.15	4050 HEWES AVE
560929	23107	CENTERPOINT ENERGY RESOUR	360730		INV	11/08/2023	35.15	4901 JEFFERSON AVE
560930	23107	CENTERPOINT ENERGY RESOUR	360734		INV	11/08/2023	30.49	1200 42ND AVE
560931	23107	CENTERPOINT ENERGY RESOUR	360735		INV	11/08/2023	52.73	13000 THREE RIVERS RD
560932	23107	CENTERPOINT ENERGY RESOUR	360737		INV	11/08/2023	56.20	641 41ST AVE
560933	23107	CENTERPOINT ENERGY RESOUR	360738		INV	11/08/2023	41.89	2324 25TH ST
560934	23107	CENTERPOINT ENERGY RESOUR	360739		INV	11/08/2023	37.23	1500 MILLS AVE
560935	23107	CENTERPOINT ENERGY RESOUR	360740		INV	11/08/2023	42.73	3319 19TH ST
560936	23107	CENTERPOINT ENERGY RESOUR	360741		INV	11/08/2023	51.14	3225 HANCOCK AVE
560937	23107	CENTERPOINT ENERGY RESOUR	360742		INV	11/08/2023	41.89	501 26TH ST
560938	23107	CENTERPOINT ENERGY RESOUR	360743		INV	11/08/2023	69.67	12001 DEDEAUX RD
560939	23107	CENTERPOINT ENERGY RESOUR	360749		INV	11/08/2023	36.83	1700 33RD AVE
560940	23107	CENTERPOINT ENERGY RESOUR	360751		INV	11/08/2023	182.97	15197 DEDEAUX RD
560941	23107	CENTERPOINT ENERGY RESOUR	360756		INV	11/08/2023	223.68	2615 19TH ST
560942	23107	CENTERPOINT ENERGY RESOUR	360757		INV	11/08/2023	42.74	2723 33RD AVE
560943	23107	CENTERPOINT ENERGY RESOUR	360758		INV	11/08/2023	35.15	4050 HEWES AVE CITY B
560944	23107	CENTERPOINT ENERGY RESOUR	360760		INV	11/08/2023	37.61	14416 DEDEAUX RD
560945	23107	CENTERPOINT ENERGY RESOUR	360761		INV	11/08/2023	65.45	210 COWAN RD
561074	193	COAST ELECTRIC POWER ASSO	360762		INV	11/08/2023	592.89	16TH ST 17200 WELL
561075	193	COAST ELECTRIC POWER ASSO	360763		INV	11/08/2023	69.23	CURTIS ST 13355 LIFT
561076	193	COAST ELECTRIC POWER ASSO	360764		INV	11/08/2023	1,256.99	11550 Dedeaux Rd
561077	193	COAST ELECTRIC POWER ASSO	360765		INV	11/08/2023	70.59	JACKSON ST 1ST WELL
561078	193	COAST ELECTRIC POWER ASSO	360766		INV	11/08/2023	384.02	16TH ST STORAGE
561079	193	COAST ELECTRIC POWER ASSO	360768		INV	11/08/2023	2,000.48	ONEAL RD TRAILWOOD WE
561080	193	COAST ELECTRIC POWER ASSO	360769		INV	11/08/2023	61.60	MOCK ST 13010
561081	193	COAST ELECTRIC POWER ASSO	360770		INV	11/08/2023	52.35	ONEAL RD 11003 LIFT S
561082	193	COAST ELECTRIC POWER ASSO	360771		INV	11/08/2023	51.88	LORRAINE RD 11375 LIF
561083	193	COAST ELECTRIC POWER ASSO	360772		INV	11/08/2023	83.78	JOHN ROSS RD LIFT STA
561084	193	COAST ELECTRIC POWER ASSO	360773		INV	11/08/2023	69.93	LUNDY RD 12335 LIFT S
561085	193	COAST ELECTRIC POWER ASSO	360774		INV	11/08/2023	97.28	11381 DEDEAUX RD E LI
561086	193	COAST ELECTRIC POWER ASSO	360775		INV	11/08/2023	63.99	RIVER RD S 11300 LOT
561087	193	COAST ELECTRIC POWER ASSO	360779		INV	11/08/2023	171.19	PRUDIE CIR LIFT STA
561088	193	COAST ELECTRIC POWER ASSO	360780		INV	11/08/2023	1,962.97	PRUDIE CIR CONCESSION

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VOUCHER	VENDOR	DOCUMENT	PO	TYPE	DUE DATE	AMOUNT	COMMENT
561089	193 COAST ELECTRIC POWER ASSO	360781		INV	11/08/2023	946.24	PRUDIE CIR PAVILLION
561090	193 COAST ELECTRIC POWER ASSO	360782		INV	11/08/2023	1,466.41	34TH S END WELL
561091	193 COAST ELECTRIC POWER ASSO	360783		INV	11/08/2023	55.97	WOODLAND LIFT STA
561092	193 COAST ELECTRIC POWER ASSO	360785		INV	11/08/2023	409.09	13502 CABINET DEDEAUX
561093	193 COAST ELECTRIC POWER ASSO	360786		INV	11/08/2023	5,933.28	16TH ST SOCCER
561094	193 COAST ELECTRIC POWER ASSO	360787		INV	11/08/2023	4,390.13	16TH ST SOFTBALL
561095	193 COAST ELECTRIC POWER ASSO	360788		INV	11/08/2023	105.38	16TH ST LIGHTING
561096	193 COAST ELECTRIC POWER ASSO	360790		INV	11/08/2023	63.39	Lorraine Rd-Traf Ligh
561097	193 COAST ELECTRIC POWER ASSO	360791		INV	11/08/2023	84.28	TURNBERRY SUBD
561098	193 COAST ELECTRIC POWER ASSO	360792		INV	11/08/2023	59.37	THREE RIVERS RD & ONE
561099	193 COAST ELECTRIC POWER ASSO	360793		INV	11/08/2023	59.64	RESERVATION & THREE R
561100	193 COAST ELECTRIC POWER ASSO	360794		INV	11/08/2023	59.73	THREE RIVERS RD & KLE
561101	193 COAST ELECTRIC POWER ASSO	360796		INV	11/08/2023	51.04	BOLES BLVD & BONNIE S
561102	193 COAST ELECTRIC POWER ASSO	360797		INV	11/08/2023	52.35	THREE RV & DUCKWORTH
561103	193 COAST ELECTRIC POWER ASSO	360798		INV	11/08/2023	488.30	16TH ST SIGN I-10 SER
561104	193 COAST ELECTRIC POWER ASSO	360799		INV	11/08/2023	2,719.50	16TH ST BASEBALL CONC
561105	193 COAST ELECTRIC POWER ASSO	360800		INV	11/08/2023	97.72	FISHERMANS TRAIL LIFT
561106	193 COAST ELECTRIC POWER ASSO	360801		INV	11/08/2023	59.64	ASHTON OAKS LIFT STA
561107	193 COAST ELECTRIC POWER ASSO	360802		INV	11/08/2023	71.43	72ND LIFT STA
561108	193 COAST ELECTRIC POWER ASSO	360803		INV	11/08/2023	70.95	1 LIFT STATION DEDEAU
561109	193 COAST ELECTRIC POWER ASSO	360804		INV	11/08/2023	55.25	448 Dedeaux Rd
561110	193 COAST ELECTRIC POWER ASSO	360805		INV	11/08/2023	58.99	13407 DEDEAUX RD
561111	193 COAST ELECTRIC POWER ASSO	360806		INV	11/08/2023	72.55	RESERVATION DR LIFT S
561112	193 COAST ELECTRIC POWER ASSO	360809		INV	11/08/2023	68.72	Lorraine I10 Traf-Lig
561113	193 COAST ELECTRIC POWER ASSO	360816		INV	11/08/2023	66.75	CANAL RD 7500
561114	193 COAST ELECTRIC POWER ASSO	360817		INV	11/08/2023	2,603.58	11535 DEDEAUX RD
561115	193 COAST ELECTRIC POWER ASSO	360818		INV	11/08/2023	63.01	CREEK & ALDEN LIFT-CO
561116	193 COAST ELECTRIC POWER ASSO	360819		INV	11/08/2023	53.00	ONEAL RD GARDEN LIFT
561117	193 COAST ELECTRIC POWER ASSO	360821		INV	11/08/2023	62.54	JOHN ROSS RD HWY 57
561118	193 COAST ELECTRIC POWER ASSO	360822		INV	11/08/2023	524.50	THREE RV RD 13000 FIR
561119	193 COAST ELECTRIC POWER ASSO	360823		INV	11/08/2023	638.83	12001 Dedeaux Rd Fire
561120	193 COAST ELECTRIC POWER ASSO	360824		INV	11/08/2023	56.27	17375 Meadowbrook Lot
561121	193 COAST ELECTRIC POWER ASSO	360825		INV	11/08/2023	58.61	MEADOWBROOK PHASE II
561122	193 COAST ELECTRIC POWER ASSO	360826		INV	11/08/2023	58.14	DELMAR DR LIFT STA
561123	193 COAST ELECTRIC POWER ASSO	360827		INV	11/08/2023	337.08	URBANA DR LIFT STA
561124	193 COAST ELECTRIC POWER ASSO	360828		INV	11/08/2023	57.49	CROWN HILL LIFT STA
561125	193 COAST ELECTRIC POWER ASSO	360829		INV	11/08/2023	57.49	Dedeaux & Sunnymead
561126	193 COAST ELECTRIC POWER ASSO	360830		INV	11/08/2023	216.73	PRUDIE CIR RESTROOM
561127	193 COAST ELECTRIC POWER ASSO	360831		INV	11/08/2023	1,411.10	Florence Gardens
561128	193 COAST ELECTRIC POWER ASSO	360832		INV	11/08/2023	501.78	Holliman Place

ACCOUNTS PAYABLE WARRANT REPORT

Warrant List by Voucher

WARRANT: 11082023 11/08/2023

VOUCHER	VENDOR		DOCUMENT	PO	TYPE	DUE DATE	AMOUNT	COMMENT
561129	193	COAST ELECTRIC POWER ASSO	360833		INV	11/08/2023	76.57	PRESERVATION DR 12208
561130	193	COAST ELECTRIC POWER ASSO	360834		INV	11/08/2023	172.57	Plantation Oaks
561131	193	COAST ELECTRIC POWER ASSO	360835		INV	11/08/2023	840.51	I-10 & Cowan Lights
561132	193	COAST ELECTRIC POWER ASSO	360836		INV	11/08/2023	5,015.63	16TH ST BASEBALL CONC
561133	193	COAST ELECTRIC POWER ASSO	360837		INV	11/08/2023	61.70	12054 Michael Grace D
561134	193	COAST ELECTRIC POWER ASSO	360838		INV	11/08/2023	440.41	Grand Oaks
561135	193	COAST ELECTRIC POWER ASSO	360839		INV	11/08/2023	144.60	Florence Gardens IV
561136	193	COAST ELECTRIC POWER ASSO	360840		INV	11/08/2023	73.30	THREE RIVERS RD 12399
561137	193	COAST ELECTRIC POWER ASSO	360841		INV	11/08/2023	26.16	TRACEWOOD DEV
561171	378	MS POWER COMPANY	360903		INV	11/08/2023	17,465.47	2227 15TH ST
561172	378	MS POWER COMPANY	360904		INV	11/08/2023	5,821.83	2226 15TH ST
561173	378	MS POWER COMPANY	360906		INV	11/08/2023	605.45	13306 TIARA DR
561174	378	MS POWER COMPANY	360916		INV	11/08/2023	129.54	GRASS LAWN
561175	378	MS POWER COMPANY	360919		INV	11/08/2023	170.96	GRASS LAWN
561176	378	MS POWER COMPANY	360928		INV	11/08/2023	1,326.20	210 COWAN RD FIRE STA
561177	378	MS POWER COMPANY	360929		INV	11/08/2023	93.25	57 51ST ST WATER TOWE
561178	378	MS POWER COMPANY	360930		INV	11/08/2023	56.66	199 DEBUYS RD
561179	378	MS POWER COMPANY	360935		INV	11/08/2023	52.74	1919 BULLIS AVE
561180	378	MS POWER COMPANY	360937		INV	11/08/2023	33.52	358 LIVE OAK AVE
561181	378	MS POWER COMPANY	360940		INV	11/08/2023	139.58	STREET LIGHTS GPT1 ST
561182	378	MS POWER COMPANY	360947		INV	11/08/2023	3,111.78	429 PASS RD
561183	378	MS POWER COMPANY	360949		INV	11/08/2023	80.09	13306 TIARA DR LFT ST
561184	378	MS POWER COMPANY	360951		INV	11/08/2023	226.29	1419 22ND AVE LIGHTIN
561185	378	MS POWER COMPANY	360955		INV	11/08/2023	333.96	424 34TH ST
561186	378	MS POWER COMPANY	360956		INV	11/08/2023	54.29	LIFT STATION #93
561187	378	MS POWER COMPANY	360957		INV	11/08/2023	13,078.00	SUMMARY BILL
561188	378	MS POWER COMPANY	360958		INV	11/08/2023	23,620.54	SUMMARY BILL
561189	378	MS POWER COMPANY	360959		INV	11/08/2023	2,727.13	SUMMARY BILL
561190	378	MS POWER COMPANY	360964		INV	11/08/2023	88,465.33	SUMMARY BILL
561191	378	MS POWER COMPANY	360965		INV	11/08/2023	18,313.37	SUMMARY BILL
561192	378	MS POWER COMPANY	360967		INV	11/08/2023	1,077.17	SUMMARY BILL
561193	378	MS POWER COMPANY	360968		INV	11/08/2023	968.09	SUMMARY BILL
561194	378	MS POWER COMPANY	360969		INV	11/08/2023	8,548.42	SUMMARY BILL
561195	378	MS POWER COMPANY	360970		INV	11/08/2023	17,216.45	SUMMARY BILL
561196	378	MS POWER COMPANY	360971		INV	11/08/2023	5,307.80	SUMMARY BILL
561197	378	MS POWER COMPANY	360972		INV	11/08/2023	18,843.07	SUMMARY BILL
561198	378	MS POWER COMPANY	360973		INV	11/08/2023	4,856.08	SUMMARY BILL
561199	378	MS POWER COMPANY	360974		INV	11/08/2023	4,586.96	SUMMARY BILL
561200	378	MS POWER COMPANY	360975		INV	11/08/2023	10,267.75	SUMMARY BILL
561201	329	GULF COAST BUSINESS SUPPL	360976	240346	EFT	11/08/2023	140.68	OFFICE SUPPLIES

ACCOUNTS PAYABLE WARRANT REPORT

Warrant List by Voucher

WARRANT: 11082023 11/08/2023

VOUCHER	VENDOR	DOCUMENT	PO	TYPE	DUE DATE	AMOUNT	COMMENT
561202	70000 CABLE ONE	360978		INV	11/08/2023	78.97	ORANGE GROVE COM CNT
561203	70000 CABLE ONE	360979		INV	11/08/2023	56.88	COLLEGE PRK FITNESS C
561204	70000 CABLE ONE	360980		INV	11/08/2023	80.00	135 COURTHOUSE RD
561205	70000 CABLE ONE	360981		INV	11/08/2023	55.00	13472 HIGHWAY 49 PARK
561206	70000 CABLE ONE	360982		INV	11/08/2023	69.26	GASTON COMMUNITY CTR
561207	70000 CABLE ONE	360983		INV	11/08/2023	56.88	HERBERT WILSON CTR
561208	70000 CABLE ONE	360984		INV	11/08/2023	66.88	19TH ST COMMUNITY CTR
561209	70000 CABLE ONE	360985		INV	11/08/2023	56.88	4006 8TH ST LEISURE S
561210	70000 CABLE ONE	360986		INV	11/08/2023	59.99	GULFPORT LEISURE SVCE
561211	70000 CABLE ONE	360987		INV	11/08/2023	184.91	HARBOR MASTER
561212	70000 CABLE ONE	360989		INV	11/08/2023	270.93	12136 PRUDIE CIR
561213	70000 CABLE ONE	360990		INV	11/08/2023	300.00	1133 20TH AVE
561214	70000 CABLE ONE	360993		INV	11/08/2023	300.00	ARMORY
561215	70000 CABLE ONE	360994		INV	11/08/2023	56.88	GASTON HEWES GYM
561216	70000 CABLE ONE	360997		INV	11/08/2023	78.97	3908 28TH ST
561217	70000 CABLE ONE	361014		INV	11/08/2023	89.24	ROOM 2031
561218	70000 CABLE ONE	361018		INV	11/08/2023	318.34	FISHBONE ALLEY
561219	70000 CABLE ONE	361019		INV	11/08/2023	445.93	SPORTPLEX BLDG 2
561220	70000 CABLE ONE	361020		INV	11/08/2023	445.93	SPORTPLEX BLDG 3
561221	70000 CABLE ONE	361022		INV	11/08/2023	308.00	135 COURTHOUSE RD
561222	70000 CABLE ONE	361023		INV	11/08/2023	321.00	424 34TH ST
561354	90089 CITY OF GULFPORT	361024		INV	11/08/2023	177.70	030091025 POL ATHL DE
561355	90089 CITY OF GULFPORT	361026		INV	11/08/2023	130.18	060000711 GASTON PT C
561356	90089 CITY OF GULFPORT	361027		INV	11/08/2023	166.10	060000811 GASTON PT C
561357	90089 CITY OF GULFPORT	361090		INV	11/08/2023	130.18	700081440 STATION 10
561358	90089 CITY OF GULFPORT	361091		INV	11/08/2023	348.52	710010420 STATION 9
561359	90089 CITY OF GULFPORT	361092		INV	11/08/2023	171.45	740058461 DEDEAUX RD
561360	90089 CITY OF GULFPORT	361093		INV	11/08/2023	183.12	750008660 ORG GRV COM
561361	90089 CITY OF GULFPORT	361094		INV	11/08/2023	88.60	760025050 PRUDIE CR B
561362	90089 CITY OF GULFPORT	361095		INV	11/08/2023	113.16	760031170 STATION 11
561363	90089 CITY OF GULFPORT	361100		INV	11/08/2023	4,893.60	070000111 BCH SPASH P
561364	90089 CITY OF GULFPORT	361101		INV	11/08/2023	24.24	070012511 CHAS WLKR S
561365	90089 CITY OF GULFPORT	361102		INV	11/08/2023	166.10	070012515 CHAS WLKR S
561366	90089 CITY OF GULFPORT	361103		INV	11/08/2023	166.10	070012530 WESTSIDE CO
561367	90089 CITY OF GULFPORT	361104		INV	11/08/2023	26.18	080009011 STATION 2
561368	90089 CITY OF GULFPORT	361105		INV	11/08/2023	41.26	080042011 HORTICLTR B
561369	90089 CITY OF GULFPORT	361106		INV	11/08/2023	166.10	080123319 19TH ST SPS
561370	90089 CITY OF GULFPORT	361107		INV	11/08/2023	476.10	080122519 LEISURE SER
561371	90089 CITY OF GULFPORT	361108		INV	11/08/2023	156.36	100057011 ARMORY
561372	90089 CITY OF GULFPORT	361109		INV	11/08/2023	26.70	110000011 EAST PIER

ACCOUNTS PAYABLE WARRANT REPORT

Warrant List by Voucher

WARRANT: 11082023 11/08/2023

VOUCHER	VENDOR		DOCUMENT	PO	TYPE	DUE DATE	AMOUNT	COMMENT
561373	90089	CITY OF GULFPORT	361110		INV	11/08/2023	26.70	110000012 EAST PIER
561374	90089	CITY OF GULFPORT	361111		INV	11/08/2023	26.70	110000015 EAST PIER
561375	90089	CITY OF GULFPORT	361112		INV	11/08/2023	63.80	110000022 EAST PIER 2
561376	90089	CITY OF GULFPORT	361113		INV	11/08/2023	32.80	110000033 EAST PIER
561377	90089	CITY OF GULFPORT	361114		INV	11/08/2023	32.80	110000044 EAST PIER
561378	90089	CITY OF GULFPORT	361115		INV	11/08/2023	26.70	110000055 EAST PIER
561379	90089	CITY OF GULFPORT	361116		INV	11/08/2023	82.40	110000060 EAST PIER
561380	90089	CITY OF GULFPORT	361117		INV	11/08/2023	26.70	110000065 EAST PIER
561381	90089	CITY OF GULFPORT	361118		INV	11/08/2023	11.70	110082012 13 ST IRRIG
561382	90089	CITY OF GULFPORT	361119		INV	11/08/2023	11.70	110090012 13 ST IRRIG
561383	90089	CITY OF GULFPORT	361125		INV	11/08/2023	29.49	110291330 QUANSET HUT
561384	90089	CITY OF GULFPORT	361126		INV	11/08/2023	29.90	130006011 29TH AVE WH
561385	90089	CITY OF GULFPORT	361127		INV	11/08/2023	166.10	130037515 AMTRAK DEPO
561386	90089	CITY OF GULFPORT	361128		INV	11/08/2023	39.00	130037525 27TH AVE
561387	90089	CITY OF GULFPORT	361129		INV	11/08/2023	134.18	130038011 AMTRAK DEPO
561388	90089	CITY OF GULFPORT	361130		INV	11/08/2023	326.66	130069010 FEED MY SHE
561389	90089	CITY OF GULFPORT	361131		INV	11/08/2023	5.80	140065512 26TH AVE IR
561390	90089	CITY OF GULFPORT	361132		INV	11/08/2023	66.18	140065515 MAINT BLDG
561391	90089	CITY OF GULFPORT	361133		INV	11/08/2023	113.16	140148350 GAST HEWES
561392	90089	CITY OF GULFPORT	361134		INV	11/08/2023	26.70	140149511 EVERGREEN G
561393	90089	CITY OF GULFPORT	361135		INV	11/08/2023	39.00	140149512 EVERGREEN C
561394	90089	CITY OF GULFPORT	361136		INV	11/08/2023	24.24	140149513 EVERGREEN C
561395	90089	CITY OF GULFPORT	361137		INV	11/08/2023	41.26	160006011 EVERGREEN G
561396	90089	CITY OF GULFPORT	361202		CRM	11/08/2023	-12.80	602281500 STATION 12
561397	90089	CITY OF GULFPORT	361207		INV	11/08/2023	70.00	620042011 42 HOLLY CI
561398	10067	MYERS & COMPANY INC	361219		INV	11/08/2023	1,000.00	CAUSE# D2401-23-1318
561419	42384	IMPERIAL BAG & PAPER, LLC	361239		EFT	11/08/2023	384.72	JANITORIAL SUPPLIES
561420	2066	HAVARD PEST CONTROL	361240		EFT	11/08/2023	65.00	MONTHLY PEST CONTROL
561858	36873	KULJIS MACHINE SHOP LLC	361678		INV	11/08/2023	940.00	REBUILD PUMPOUT GEAR
						WARRANT TOTAL	1,860,131.35	

COUNTY OF HARRISON
STATE OF MISSISSIPPI

AGREEMENT BETWEEN THE HARRISON COUNTY SCHOOL DISTRICT AND THE CITY OF GULFPORT, MISSISSIPPI, CONCERNING REIMBURSEMENT FOR LAW ENFORCEMENT SERVICES

WHEREAS, the Harrison County School district has expressed a desire to secure Law Enforcement Officers Training Academy-certified police protection from the City of Gulfport Police Department to work in designated Harrison County School District schools located within the city limits of the City of Gulfport, Mississippi; and

WHEREAS, the Harrison County School District and the City of Gulfport, Mississippi, desire to enter into an Agreement pursuant to the provisions of Miss. Code Ann. Section 21-19-4(2), as amended, which provides that a municipality and its police department may contract with the school board of any school district to provide such protection "on such terms and for such reimbursement as the school district and the entity may agree in their discretion"; and

WHEREAS, the purpose of this Agreement is to provide that the City of Gulfport, by and through its Police Department, shall, during the term hereof and under the conditions set forth in this Agreement, provide up to five (5) police officers, which shall include one (1) Supervisor (Sergeant), to the Harrison County School District, upon payment of certain fees from the Harrison County School District to the City of Gulfport under the terms and conditions set forth in this Agreement.

FOR AND IN CONSIDERATION of the mutual benefits and advantages each to the other as set forth herein, the Harrison County School District (HCSD) and the City of Gulfport, Mississippi (City) (collectively, the Parties), (hereby acting by and through their respective Governing Authorities, agree as follows:

Section 1: Authority. The Parties agree that this Agreement is entered into pursuant to authority found at Miss. Code Ann. Section 21-19-49(2), as amended.

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Section 2. Administration. This Agreement will be administered in accordance with the terms and conditions set forth herein by the Harrison County School District, under the direction of its Superintendent, and the City of Gulfport by and through its Police Department, under the Direction of its Mayor and Police Chief, all as more detailed in this Agreement.

Section 3. Law Enforcement Services. The City, by and through its Police Department, shall provide up to five (5) uniformed police officers, which shall include one (1) Supervisor (Sergeant), all certified as law enforcement officers by the Board on Law Enforcement Officers Standards and Training, who shall serve as School Resource Officers and said officers' uniforms shall bear the customary marking indicating that they are officers of the Gulfport Police Department. The Parties understand that the City will endeavor to provide the full number of officers provided for herein; however, the Parties also recognize that, from time to time, there may be instances where the City is not able to do so. The Services to be provided by the City, by and through its Police Department, to HCSD under this Agreement shall include, but are not limited to, the following:

A. Promote positive relationships with students.

B. Perform duties of a law enforcement officer to address criminal misconduct on school property and events (i.e., shall be made aware of and handle all on-campus criminal activity).

C. Assist with patrolling school grounds to help in preventing illegal entry onto school grounds.

D. Work closely with school principal in the coordination of safety programs.

E. The School Resource Officer (SRO) shall not utilize their police authority to serve as a school disciplinarian, as an enforcer of school regulations, or in place of school-based mental health providers, and the SRO shall not use police powers to address traditional school discipline issues, including non-violent disruptive behavior.

Section 4. Cost of Law Enforcement Services. The HCSD shall pay to the City for the law enforcement services to be rendered under this Agreement, the amount of $376,491.70 annually for up to

five (5) uniformed police officers, which shall include one (1) Supervisor (Sergeant), as more fully set forth in Exhibit "A". One officer will be assigned to the middle school, one officer to the alternative school and the remaining officers will be assigned, as needed. The HCSD also agrees to pay for any overtime generated by sporting events or as requested by the Superintendent's or Principal's office. The Gulfport Police Department shall assess each school event to determine the amount of law enforcement officers to be present. The HCSD understands and agrees that should a Gulfport police officer/supervisor assigned as a School Resource Officer (SRO) be promoted and/or receive any pay increase during the term of this Agreement, that such increase in pay shall be the responsibility of the HCSD over and above the amount set forth above. The HCSD further understands and agrees that should a police officer/supervisor assigned as an SRO be replaced by another qualified police officer/supervisor that holds a higher rank during the term of this Agreement, that such increase in pay shall be the responsibility of the HCSD over and above the amount set forth above. Payments shall be made by the HCSD to the City of Gulfport based on services rendered.

Section 5. Term of Agreement. This Agreement shall commence on October 1, 2023, and shall remain in full force for a period of one (1) year with an option of annual renewals upon the mutual agreement of both parties in writing, so long as the option is exercised by both parties prior to the termination of the Agreement. This Agreement may be terminated by either party upon thirty (30) days written notification to the other party.

Section 6. Amendment of this Agreement. This Agreement may be amended by the mutual written consent of the parties.

IN WITNESS WHEREOF, the parties hereto, by and through the appropriate officials, do hereby set and subscribe their signature by and on behalf of the Harrison County School District and the City of Gulfport, Mississippi.

THIS THE 9th DAY OF August, 2023.

CITY OF GULFPORT, MISSISSIPPI

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 9th day of August, 2023, BILLY HEWES and RASHIDA BELL, who acknowledged before me that they are the duly elected Mayor and duly appointed City Clerk of the City of Gulfport, Mississippi, and that they did sign, execute and deliver the above and foregoing instrument in writing on the date and for the purpose therein stated in the name of and for and in behalf of the City of Gulfport, Mississippi, having been first duly authorized so to act by Resolution of the City Council and Mayor of the City of Gulfport.

NOTARY PUBLIC

STATE OF MISSISSIPPI
APRIL D. GINGERELLA
ID NO. 249338
Commission Expires
02/08/2025
NOTARY PUBLIC
HARRISON COUNTY

My Commission Expires:
2/8/2025

WITNESS OUR SIGNATURES as duly authorized for and on behalf of the Harrison County School District on the date indicated below.

THIS THE 16th DAY OF October, 2023.

HARRISON COUNTY SCHOOL DISTRICT

HARRISON CO. SCHOOL DISTRICT APPROVED OCT 16 2023 SCHOOL BOARD

ERIC SIMMONS, PRESIDENT
HARRISON COUNTY SCHOOL BOARD

ATTEST:

BOARD SECRETARY, DAVID LADNER

****

STATE OF MISSISSIPPI
COUNTY OF HARRISON

PERSONALLY CAME and appeared before me, the undersigned authority in and for the jurisdiction aforesaid on this the 16TH day of OCTOBER, 2023, ERIC SIMMONS and DAVID LADNER, who acknowledged before me that they are the duly serving President and Clerk of the Harrison County School Board, and that they did sign, execute and deliver the above and foregoing instrument in writing on the date and for the purpose therein stated in the name of and for and in behalf of the Harrison County School Board, having been first duly authorized so to act by Resolution of the Harrison County School Board.

NOTARY PUBLIC

STATE OF MISSISSIPPI NOTARY PUBLIC ID # 46893 JODI L. TROSCLAIR Commission Expires April 4, 2027 HARRISON COUNTY

My Commission Expires:

4/4/2027

Page 5 of 5 - Agreement with City of Gulfport for Law Enforcement Services SROs.

STATE OF MISSISSIPPI

COUNTY OF HARRISON

FIRST JUDICIAL DISTRICT

AGREEMENT FOR SHELTERING SERVICES BETWEEN THE CITY OF GULFPORT, MISSISSIPPI AND THE HUMANE SOCIETY OF SOUTH MISSISSIPPI

THIS AGREEMENT, made and entered into the 01 day of October, 2023, at Gulfport, Mississippi, by and between the City of Gulfport, Mississippi, acting by and through its Mayor and City Council ("the Governing Authority"), hereinafter referred to as "City", and the Humane Society of South Mississippi, a Mississippi non-profit corporation, hereinafter referred to as "HSSM" with its principal place of business at 2615 25th Avenue, Gulfport, MS 39501, for the purposes, and on the terms and conditions, and under the authority hereinafter set forth:

WITNESS THAT:

WHEREAS, the City of Gulfport, pursuant to authority granted by Section 21-19-9, Miss. Code Ann. (1972, as amended), from time to time, has adopted certain and various municipal ordinances regarding "animal control" within the city limits of the City of Gulfport and, in the enforcement of the said ordinances, may cause certain animals found to be running at large to be impounded and sold to discharge the costs and penalties provided for the violation of such regulations and the expense of impounding and keeping and selling the same; and

WHEREAS, the City of Gulfport is further authorized by Section 2)-19-9, Miss Code Ann. (1972, as amended), to "provide for the erection of all needful pens, pounds, and buildings for the use of the municipality... and to appoint and confirm keepers thereof"; and

WHEREAS, the City of Gulfport is further authorized by Section 21-19-9, Miss Code Ann (1972, as amended), as set forth in Attorney General Opinions interpreting same (Dunbar, 2000 WL 1207481 (Miss. A.G.)), to contract with a local humane shelter to provide services that would otherwise be provided at/by a "city pound" (for example, to impound, keep and sell dogs which municipal law enforcement officers find running at large in the course and scope of their duties in enforcing ordinances); and

WHEREAS, pursuant to the aforementioned authority, the City of Gulfport desires to enter into such a contract with the Humane Society of South Mississippi, a Mississippi non-profit corporation, to provide the services that would otherwise be provided at/by a "city pound" as more fully set forth in the foregoing paragraph and as more fully set forth herein.

Now, therefore, let it be resolved that the CITY OF GULFPORT, MISSISSIPPI, a municipal corporation, and the HSSM do hereby mutually agree as follows:

1. **ANIMAL SHELTER SERVICES.** HSSM agrees to accept and shelter animals properly delivered by animal control officers and /or law enforcement personnel acting under the authority of the Chief of Police (hereinafter collectively referred to as "animal control officers") of the City at the HSSM shelter located at 2615 25th Avenue in Gulfport, Mississippi (hereinafter referred to as "the shelter") during business hours. Business hours for animal delivery are Monday through Sunday from 8am-5pm. The Humane Society of South Mississippi, Inc. also agrees to accept stray animals brought in by the public community from within the city limits of the City of Gulfport as provided in this Agreement.
In accord with applicable statues and ordinances, HSSM agrees to hold these animals and provide them with shelter, care, food, and water. At the conclusion of the applicable holding period as established by state statute, municipal ordinance or this agreement, if an animal has not been claimed by its owner, HSSM agrees to take ownership of said animals and further agrees to provide adoption services for said animals, and, if necessary, at the sole discretion of HSSM, to provide humane euthanasia services and sanitary disposal of remains as needed in accordance with applicable state and local statutes, laws and ordinances. The only animals accepted as a stray no hold at no charge are stray puppies and kittens that are 3 months of age or younger and which are received by HSSM before the date the City's total number of animals at large, as defined in Paragraph 5, reaches 1250.

2. **TERM.** The term of this Agreement shall commence on October 01, 2023, and terminate on September 30, 2026. Either party may terminate the Agreement, with cause upon thirty (30) days written notice to the other party and without cause upon ninety (90) days written notice to the other party. If this Agreement is terminated after the start of a month but before the month's end; monies owned by the City to HSSM for that period of time shall be calculated by taking the monthly payment set forth herein and dividing it by the number of days of the month to obtain a per day amount for that particular month and then multiplying the per day amount by the number of days of service provided under this agreement up to the effective date of termination. It is further expressly understood and acknowledged that the City's governing authority cannot bind its successors in office and that the governing authority which assumes office in July 2025 may void this Agreement as permitted by law; however, if the new governing authority does not act to terminate this agreement by August 31, 2025, then the agreement shall be considered to be ratified by the governing authority to the extent such is allowed by law.

3. **DELIVERY OF ANIMALS.** The City agrees to deliver animals to the HSSM by physically transporting the animals to the shelter and placing said animals into cages, pens, or other containment areas as directed by the shelter staff of HSSM. HSSM agrees that shelter staff shall accomplish any data entry required upon delivery of an animal in Petpoint or other similar tracking software or online program as may be utilized by HSSM. City shall be given access to Petpoint or other similar tracking software or online program as may be utilized by HSSM. HSSM and the City agree that record keeping, for purposes of the City, shall be as set forth elsewhere herein (see Paragraph 10).

HSSM has a 300-animal housing capacity limit. HSSM will notify the city once we approach capacity. Based on staffing, adoptions, foster, and transport ability, HSSM reserves the right to refuse intake

beyond the 300-animal housing capacity limit. The City of Gulfport, Mississippi further agrees that its animal control officers shall assist and otherwise cooperate to the fullest extent with the shelter staff of the Humane Society of South Mississippi, Inc. during these deliveries so as to facilitate the transfer of said animals. Where HSSM exercises its right to refuse intake pursuant to this paragraph, the monthly payment established in Paragraph 5 shall be reduced, on a pro-rata basis (monthly payment amount/number of days in the month shall provide the daily reduction amount), for those days where intake is refused.

4. **BITE AND COURT CASE ANIMALS.** HSSM agrees to accept from animal control officers of the City those animals alleged to have bitten a person (hereinafter "bite animals') and to accept animals that are ordered held and seized by a court of competent jurisdiction (hereinafter "court case animals"). HSSM shall hold bite animals for a period of ten (10) days and court case animals for a period of up to forty (40) days unless a longer period is ordered by the court, in which case documentation of such court order shall be provided by the City to HSSM within forty-eight (48) hours of issuance by the court. HSSM requires written prior notice if 5 or more animals from the same court case are to be delivered at one time (electronic mail is an acceptable means of providing written notice). The City shall compensate HSSM $15.00 per animal per day, plus necessary medical expenses determined by the veterinarian for public health and safety and approved by the City as set forth in Paragraph 6, for bite animals and court case animals. Billing for such animals shall be included on the monthly statement required elsewhere herein. HSSM shall accept no more than twenty-two (22) bite animals or court case animals at one time from all entities served. Once the maximum number of bite animals or court case animals is achieved, no further bite animals or court case animals will be accepted for sheltering from an entity served. Disposition of unclaimed bite animals and court case animals, after the applicable holding period is left to the sole discretion of HSSM. Nothing in this paragraph shall be construed to prohibit the City from holding bite animals and court case animals at a location other than HSSM.

5. **PAYMENT.** For and in consideration of the services rendered herein, the City shall pay to HSSM the annual sum of $215,234.38, payable in monthly installments of $17,936.20 during the term of the agreement. This agreement comprises a maximum of 1,250 animals at large brought in from the City of Gulfport city limits per contract year. Any animal at large brought in after the maximum of 1,250 animals per year is met will be billed to the City of Gulfport as a supplementary expense to the monthly payment agreement. The expense for this service is One Hundred and Seventy-Three Dollars and 30/100 ($173.30) per animal over 3 months of age, and One Hundred and Forty-Five Dollars and 57/100 ($145.57) per animal that is 3 months of age and younger during the term of this Agreement. For purposes of this paragraph, "animals at large" shall include strays delivered to HSSM by residents of Gulfport and animals delivered to HSSM by the Animal Control Officers of the Gulfport Police Department (puppies and kittens three months of age or younger are to be considered an "animal at large" only after the City's total number of "animals at large" exceeds 1250 in a contract year) and shall not include owner surrendered animals, animals surrendered anonymously via drop off at or near the HSSM facility or bite/court case animals. HSSM shall bill the City monthly and payment shall be made within thirty 30 days of monthly billing by HSSM and shall be in arrears (e.g., payment for September services shall be due at the end of October.) Payments shall be delivered to HSSM by the City to 2615 25th Avenue, Gulfport, MS 39501, by hand or by mail, first class, postage prepaid. The monthly payment amount due from Gulfport is subject to reduction as allowed elsewhere herein (including, but

not limited to, fees collected when an owner claims his/her animal during the applicable holding period), and if fewer than 1,250 animals are brought in during the contract year. The reimbursement will be equivalent to One Hundred and Seventy-Three Dollars and 30/100 ($173.30) per animal under 1,250.

6. **VETERINARY CARE.** The City understands and acknowledges that HSSM is unable to provide emergency veterinary care of animals twenty-four (24) hours per day, seven (7) days per week, and that the responsibility for providing emergency veterinary care for animals delivered after normal Veterinarian hours (currently Monday- Friday, between 7:30AM and 4:00PM) rests solely with the City of Gulfport. During non-business hours, life-saving emergency veterinary care, to the extent same is required, shall be provided by the City prior to the delivery of said animal to HSSM. No animal shall be brought to the shelter injured or suffering during non-business hours. Should the City deliver such an animal during non-business hours, such, at the discretion of HSSM, may provide grounds for termination of this agreement. The City shall pay for required, urgent, and emergency veterinary services rendered to an animal, during the requisite holding period, delivered to HSSM by the City and held by HSSM pursuant to this agreement, which have been verbally authorized in advance by the Chief of Police or one acting under his authority. Advance approval shall not be required for routine medical charges incurred at the time of animal delivery/intake. Where an animal is delivered to HSSM by a person or entity other than the City, the City shall be responsible for routine medical charges incurred at the time of animal intake (advanced approval not required), but the City shall not be responsible for the cost of required, urgent and emergency veterinary services rendered to that animal and written approval of the City shall not be required for emergency veterinary services provided to such animal by HSSM. The City of Gulfport is responsible for recouping these fees from the animal's original owner.

7. **SEIZURES/HOARDING CASES.** In the event of a mass (5 or more animals) seizure of animals ordered or conducted by the City, the City agrees to make prior arrangements and to pay for the additional humane containment and care of those animals seized due to the need of additional labor and supplies. HSSM requires prior written notice if 5 or more animals from the same case are to be delivered at one time (electronic mail is an acceptable means of providing written notice), and HSSM may accept to care for these animals at the sole discretion of HSSM. HSSM agrees to use its best efforts to assist the City in these seizures. If space allows and at it's discretion, HSSM agrees to accept these animals for care at the shelter for a period of time determined in the sole discretion of HSSM. If HSSM does agree to assist the City in a mass intake of animals, the City shall be responsible for reimbursing HSSM an amount not to exceed the costs incurred by HSSM. Nothing in this paragraph shall be construed to prohibit the City from holding mass seizure animals at a location other than HSSM.

8. **INDEMNIFICATION.** To the extent allowed by law, the City agrees to indemnify HSSM and its agents, volunteers, employees, Board of Directors, officers, successors and assigns from any responsibility for or liability resulting from the physical condition and/or actions of said animals that are attributed to the City or its agents, employees, or officials during the requisite holding period. Any indemnification from the City in favor of HSSM under this contract shall not exceed the City's authority permitted by law. HSSM agrees to indemnify and hold the City and its agents, employees, officers, and officials harmless from and against any responsibility or liability, including, without limitation, lawsuits, claims, demands, and causes of action, resulting from or in any way arising out of acts or omissions of HSSM or its agents, volunteers, employees, Board of Directors, officers, successors, and assigns, including but not limited to those involving the condition of the HSSM facilities or any animals kept or detained there or the disposition of any animals by way of adoption, return to owners, euthanasia, or otherwise.

9. **ANIMALS DELIVERED TO CITIZENS.** HSSM agrees that an animal which is subject to a holding period will not be released to the animal's owner except upon written authorization of the City. HSSM shall advise the City in writing (electronic mail or facsimile shall suffice) when any Gulfport animal is claimed by its owner, and provide the City a copy of the Intake Form described herein. Where appropriate, the City shall provide written (electronic mail or facsimile shall suffice) authorization to HSSM to release the animal to the owner. Nothing in this paragraph shall limit ability of HSSM to recover any costs that it is entitled for services provided to the animal such as installation of a microchip or spay or neuter, when required by statute or local ordinance, or any other fees or services charged to such owners or the public, through the normal course of HSSM's operations following the end of the applicable holding period.

10. **RECORD KEEPING.** HSSM agrees that it will complete an Intake Form (see Exhibit "B" hereto - the form may be changed upon mutual agreement of HSSM and the Police Chief) for each animal delivered to HSSM by a citizen claiming that an animal originated within the City limits of Gulfport or by one of the City's animal control officers. Each animal credited to the City by HSSM for record keeping purposes shall have a properly completed Intake Form. The animal counts for the City of Gulfport shall only be calculated using the information contained on the Intake Form. HSSM shall take all steps as are reasonable to ensure that any animal claimed to have originated in Gulfport did, in fact, originate within the city limits of Gulfport. Intake Forms for animals counted against the 1250 animals at large noted in Paragraph 5shall be provided to the City on a monthly basis with each monthly invoice. HSSM shall confirm with the City whether an animal is impounded for a second time.

11. **INSURANCE**. HSSM shall obtain and maintain insurance as follows:

a. Workers Compensation Insurance as required by the State of Mississippi;

b. Comprehensive General Liability Insurance with a minimum combined limit of not less than One Million Dollars ($1,000,000.00) per occurrence, including coverage for bodily injury. HSSM agrees to have the City named as an additional insured on said policy;

c. Comprehensive Automobile Liability Insurance with policy limits in the amount required by law. HSSM agrees to have the City named as an additional insured on said policy.

12. GENERAL PROVISIONS.

a. Entire Agreement Amendments: This Agreement, including exhibits hereto, constitutes the entire agreement of the parties and supersedes and cancels all previous written or oral agreements between HSSM and the City. This Agreement may not be amended, supplemented or modified except by a written document signed by the duly authorized representative of each party.

b. Severability: Should any clause, portion or section of this agreement be determined to be unenforceable or invalid for any reason, the parties acknowledge and agree that such : unenforceability or invalidity shall not affect the enforceability or validity of the remainder of this Agreement.

13. **GOVERNING LAW.** The parties hereto agree that this Agreement shall be construed in accordance with the laws of the State of Mississippi.

14. **COMPLIANCE WITH GOVERNING LAWS/INDEPENDENT CONTRACTOR**. HSSM

agrees that it and its agents, volunteers, employees, Board of Directors, officers and officials shall comply with all laws and regulations which may govern or otherwise pertain to any of the services or activities that HSSM is to perform pursuant to this Agreement. It is further acknowledged and understood that HSSM and its agents, volunteers, employees, servants, officers, and officials and all others who provide or will provide services under this Agreement are not employees or servants of the City, or in any joint venture, partnership, or corporate business, or agency relationship with the City, but instead are solely independent contractors.

15. **NON-EXCLUSIVE.** Nothing in this agreement shall be construed to prohibit the City from sheltering animals at a facility owned or managed by the City where the City determines it to be in the best interest of the City.

16. **INSPECTIONS.** HSSM agrees to allow representatives of the City to inspect HSSM facilities used in furtherance of this Agreement upon request.

17. **OFFICIAL NOTICES**. Official notice to HSSM shall be to the mailing address of 2615 25th Avenue, Gulfport, MS 39501, and to the attention of the "Chief Executive Officer" unless a change of address is provided to the City in writing. Official notice to the City shall be to the mailing address of 2309 15th Street, Gulfport, MS 39501, to the attention of the "Mayor" with a copy to the City Attorney at 2309 15th Street, Gulfport, MS 39501, unless a change is provided to HSSM in writing. All official notices shall be in writing and served by first class US Mail, postage prepaid, or by hand delivery.

IN WITNESS WHEREOF, the parties hereto have respectively caused this Agreement to be executed by their undersigned and duly authorized representatives, this the 20th day of September, 2023.

ATTEST

CITY OF GULFPORT, MISSISSIPPI

ATTEST

HUMANE SOCIETY OF SOUTH MISSISSIPPI

EXHIBIT "A"

Exhibit "A"

Intake Form

[] Dog [] Cat [] Puppy below 3 months [] Kitten [] Other

[] Animal collected alone [] Animal collected as part of a group

[] Microchip present []Identification Tag Present []Rabies Vaccination Tag Present

[] No Identification

Color(s)	Markings	Breed/Mix:
Approximate Weight	Notable defects	
[] No apparent medical issues	[]Aggressive at time of Pickup/Delivery	

[] Seen by Vet. Prior to delivery. Doctor:_____

Notable Medical Issues:

[]BITE CASE Case Number: ___-_____

[] COURT CASE Case Number ___-_____

Location of Pick up:

[] Animal Held by Citizen for Pickup []Animal was lose []Animal Delivered by Citizen to Shelter

Comments:

POLICE INTAKE

ACO/Police Representative: Case#: ___-_____

_____ ___/___/_____

Signature Date of Signature

SHELTER INTAKE

Shelter Representative: Position:

_____ ___/___/_____ _____

Signature Date of Signature Animal Intake #

THIS SECTION IS FOR A HOLD BY A CITIZEN OR DELIVERY BY A CITIZEN

Name: _____, _____ _____

Last First MI

Current Address:

City:	State:	ZIP:
Current Phone: ( )_____-_____		

State Identification/License: #_____ State:_____

Date of Expiration:_____/_____/_____

Location Animal was found:

Date found: Time found:

Owner of Animal: Attempted Contact: [] yes [] no

Address where animal lives:

I affirm that all the information is correct and accurate. I further state that I located this animal within the jurisdiction of the City of Gulfport. I understand that the City of Gulfport may incur cost associated with the receipt of this (these) animals and I may be contacted by the City of Gulfport for verification of information.

_____ ___/___/_____

Signature Date of Signature

DISPOSITION OF ANIMAL

[] **Returned to Owner:** [] by Police []by Shelter	Date Returned:	Charges $:
[] **Euthanized:** [] by Police [] by Vet [] by Shelter	Date Euthanized:	
[] **Surrendered to Shelter:** [] after 5 day hold []immediate	Date Surrendered:	

[]Audited DATE:___/___/_____ Audited by:

STATE OF MISSISSIPPI
TATE REEVES, GOVERNOR
DEPARTMENT OF PUBLIC SAFETY
SEAN J. TINDELL, COMMISSIONER

MISSISSIPPI OFFICE OF HOMELAND SECURITY
HOMELAND SECURITY GRANT PROGRAM
SUB-RECIPIENT GRANT AWARD

Sub-Recipient Name: Gulfport Fire Department Task Force

Project Title: Homeland Security Grant Program

Grant Period: 9/1/2023 – 8/31/2024 **Date of Award: 9/1/2023**

Total Amount of Award: $150,000 **Grant Number: 23HS202T**

In accordance with the provisions of Federal Fiscal Year 2023 Homeland Security Grant Program, the Mississippi Office of HomelandSecurity (MOHS), State Administrative Agency (SAA), hereby awards to the foregoing Sub-Recipient a grant in the federal amount shown above. The CFDA number is 97.067 and MOHS federal grant number is EMW-2023-SS-00007-S01. Authorizing Authority for Program: Section 2002 of the *Homeland Security Act of 2002*, as amended (Pub. L. No. 107-296), (6 U.S.C.603).

Enclosed is a signed grant agreement obligating federal funds as outlined above. Please review the grant agreement in full, sign in the designated signature areas and return to the MOHS by **November 1, 2023**. Strict adherence to these provisions is essential to ensure compliance with applicable federal and state statutes, rules, regulations, and guidelines.

Grant funds will be disbursed to Sub-Recipients (according to the approved project budget) upon receipt of evidence that funds have been invoiced and products received and/or that funds have been expended (i.e., invoices, contracts, itemized expenses, etc.).

I certify that I understand and agree that funds will only be expended for those projects outlined in the funding amounts as individually listed above. I also certify that I understand and agree to comply with the general and fiscal terms and conditions of the grant including special conditions and the Mississippi Department of Public Safety, Office of Homeland Security, Homeland Security Grant Program, Policies and Procedures Manual; to comply with provisions of the Act governing these funds and all other federal lawsand regulations; that all information is correct; that there has been appropriate coordination with affected agencies; that I am duly authorized to commit the applicant to these requirements; that costs incurred prior to grant application approval will result in the expenses being absorbed by the Sub-Recipient; and that all agencies involved with this project understand that all federal funds are limited to a twelve-month period.

10172023 _14

Supplantation: The Sub-Recipient provides assurance that funds will not be used to supplant or replace local, state funds or other resources that would otherwise have been available for homeland security activities. In compliance with that mandate, I certify that the receipt of federal funds through the MOHS shall in no way supplant or replace state or local funds or other resources that would have been made available for homeland security activities.

ACCEPTANCE OF THE FEDERAL GRANT AWARD FOR THE SUB-RECIPIENT

10/18/23

Signature of Authorized Signatory Official

9/27/23

Signature of MOHS Executive Director/SAA

MISSISSIPPI OFFICE OF HOMELAND SECURITY

FY23 HOMELAND SECURITY GRANT PROGRAM GRANT AGREEMENT AND AWARD PACKET

FY23 MISSISSIPPI OFFICE OF HOMELAND SECURITY GRANT AGREEMENT

1. Sub-Recipient's Name:
Gulfport Fire Department

Mailing Address:
1515 23rd Ave.
Gulfport, MS 39501

Telephone Number:
228.860.5008

E-Mail: cbryant@gulfport-ms.gov

2. Effective Date of Grant: September 1, 2023

3. Sub-Recipient Grant Number: 23HS202T

4. Grant Identifier (Funding Source & Year):
EMW-2023-SS-00007-S01

5. Period of Performance: Start and End Dates:
September 1, 2023-August 31, 2024

6. Subgrant Payment Method:
___ Cost Reimbursement Method

7. CFDA # - 97.607- Homeland Security Grant Program

8. UEI # -

9. Congressional District: 4th

10. FAIN #: 646000779

11. Initial Federal Award Date: September 1, 2023

12. Federal Awarding Agency: Homeland Security (800)368-6498

13. Research and Development Grant:
____Yes __X__No

14: Indirect Cost Rate Charged: $0.00

15. The following grant funds are obligated:

A. COST CATEGORY		B. SOURCE OF FUNDS		C. MATCH	D. RATIO%
(1) Personal Services-Salary		(1) Federal	$150,000	$0.00	100%
(2) Personal Services-Fringe		(2) State	$0.00	$0.00	0%
(3) Contractual Services	$,7050	(3) Local	$0.00	$0.00	0%
(4) Travel/Training	$35,000	(4) Other	$0.00	$0.00	0%
(5) Equipment	$104,050	Total:	$150,000	$0.00	100%
(6) Commodities/Supplies	$3,900				
(7) Other					
TOTAL	$150,000				

E. TOTAL OF ALL FEDERAL GRANTS THROUGH MOHS TO AGENCY:

Number of Grants:	FY20	FY21	FY22
TOTAL:	$202,200	$140,000	$150,000

The Sub-Recipient agrees to operate the program outlined in this Grant Agreement in accordance with all provisions of this Agreement as included herein. The following sections are attached and incorporated into this Agreement: Final Approved Agreement which includes Sub-Recipient Signature Sheet; Project Description; Goals and Objectives; Implementation Schedule; Cost Summary Support Sheet; Agreement of Understanding and Compliances, and all required documentation.

All policies, terms, conditions, and provisions listed in funding guidelines, grant agreement, and agreement of understanding which has been provided to Sub-Recipient, are also incorporated into this agreement, and Sub-Recipient agrees to fully comply therewith.

14. Approval from Grantee:

Signature 9/27/23 Date

Name: Baxter Kruger
Title: MOHS Executive Director/SAA

15. Approval from Sub-Recipient:

Signature 10/18/23 Date

Name: Billy Hewes, mayor
Title: Authorized Signatory Official

FY23 Homeland Security Grant Project Description

The Mississippi Office of Homeland Security Grant Program (HSGP) is provided by Federal grant funds to assist local, state, and tribal efforts in obtaining the resources required to support the National Preparedness Goal, mission areas and core capabilities to build a culture of preparedness. All grant programs funded will help the State of Mississippi in the prevention, preparation, protection, and response to acts of terrorism.

These efforts will be coordinated through the grants and operation programs, along with training and exercises developed during the grant year. All programs will utilize risk assessments, data, and community knowledge to target and deploy resources that are community and state-wide threats and hazards.

FY23 Homeland Security Project Goals and Objectives

PROJECT:
Establish and enhance terrorism intelligence to include, but not limited to an early warning system, center, or task force.

GOAL:
Increase jurisdiction participation with multi-level intelligence components and agencies to prevent, protect against, respond to, and recover from Weapons of Mass Destruction (WMD) and/or Terrorism incidents and attacks.

OBJECTIVES:
Provide intelligence gathering and information sharing capabilities to 50% of local jurisdictions within three (3) years after approval of state strategy.

Establish/enhance statewide deterrence/prevention and response efforts.

GOAL:
Reduce Mississippi's vulnerability to terrorism through preparedness and protective efforts.

OBJECTIVES:
Create, implement, and maintain terrorism preparedness plans consistent with the National Response Plan (NRP) and provide advice, assistance, training, and oversight to local governments in the development of such plans within three (3) years after approval of state strategy.

Improve the number of emergency responders prepared to respond to WMD/CBRNE incidents, including hoaxes and suspicious packages within three (3) years of the approval of the state strategy.

FY23 PROGRAM MILESTONE SCHEDULE

The program milestone schedule is intended to provide the Sub-Recipient, a proposed list of planned activities, implementation dates, for the implementation of the grant. Program milestones will be provided in the Sub-Recipient's quarterly reporting, as when the milestone should be completed.

1st QUARTER (SEPTEMBER, OCTOBER & NOVEMBER)

- Completed Environmental Historic Preservation Form and submit to MOHS (If required). Please include the EHP form and photographs of the outside of the building, as well as places where equipment will be installed.
- Complete NIMS Training (100, 200, 700 and 800), if not completed.
- Complete Cyber-Security Assessment required questions and return completion form to MOHS.
- Solicit quotes and/or bids for equipment. (If equipment is over $5,000.00, two (2) quotes are required)
- Review proposals, quotes, bids and select vendors.
- Purchase approved equipment during the 1st quarter for the grant year.
- Begin preparation of 1st Quarter Report. (September 1-November 30). Due to MOHS December 15th.
- Send the full Grant Agreement with authorized signatory signatures to MOHS.
- Assess and review program's threats, hazards, core capabilities and needs.
- Participate and attend any trainings, meetings, or conference calls with MOHS, as required and necessary.

2nd QUARTER (DECEMBER, JANUARY & FEBRUARY)

- Submit 1st Quarter Report to MOHS. Due December 15.
- Receive approved equipment or grant funded items.
- Prepare Equipment/Inventory Sheet for MOHS. Take pictures of all Equipment. Submit to MOHS.
- Prepare Reimbursement paperwork if equipment received.
- Begin preparation of 2nd Quarter Report. (December 1-February 28). Due to MOHS March 15.
- Assess and review program's threats, hazards, core capabilities and needs.
- Participate and attend any trainings, meetings, or conference calls with MOHS, as required and necessary.

3RD QUARTER (March, APRIL & MAY)

- Submit 2nd Quarter Report to MOHS. Due March 15th.
- Receive approved equipment or grant funded items.
- Prepare Equipment/Inventory Sheet for MOHS. Take pictures of all Equipment. Submit to MOHS.
- Prepare Reimbursement paperwork if equipment received.
- Begin preparation of 3rd Quarter Report. (March 1-May 31). Due to MOHS June 15th.
- Assess and review program's threats, hazards, core capabilities and needs.
- Participate and attend any trainings, meetings, or conference calls with MOHS, as required and necessary.

FY23 PROGRAM MILESTONE SCHEDULE

4th QUARTER (June, July, and August)

- Submit 3rd Quarter Report to MOHS. Due June 15th.
- Receive approved equipment or grant funded items.
- Prepare Equipment/Inventory Sheet for MOHS. Take pictures of all Equipment. Submit to MOHS.
- Prepare Reimbursement paperwork if equipment received.
- Begin preparation of 4th Quarter Report. (June 1-August 31). Due to MOHS September 15th.
- Assess and review program's threats, hazards, core capabilities and needs.
- Participate and attend any trainings, meetings, or conference calls with MOHS, as required and necessary.

CLOSEOUT (September 1-October 1)

- Submit 4th Quarter Report. (June 1-August 31). Due to MOHS September 15th.
- Prepare Closeout Documents and submit to MOHS. Due October 15th.
- Assess and review program's threats, hazards, core capabilities and needs.

FY23 Mississippi Office of Homeland Security-Cost Summary Support Sheet

1. Sub-Recipient Agency: Gulfport Fire Department Task Force			
2. Sub-Recipient Grant Number: 23HS202T	3. Grant ID: FY23 HSGP	4. Beginning: September 1, 2023	5. Ending: August 31, 2024
6. Activity: Homeland Security Grant Program			

7. Category & Line Item	8. Description of item and/or Basis for Valuation	9. Budget		
		Federal	All Other	Total
Personal Services-Salary			$0.00	
Personal Services-Fringe			$0.00	
Contractual Services	AT&T FirstNet (devices) $400/mo = $5,000 SatrLink Internet $150/mo = $1800 Sartopo $250 Yearly = $250	$7,050	$0.00	
Travel/Training	Training/Exercises est (60) @ $500 = $30,000 SUSAR Conferences 3-5 @ $1000 = $5,000	$35,000	$0.00	
Equipment	(2) Night Vision Kit @ $5000 = $10,000 (1) MSWIN Radio @ $10,000 Warning Lights (1) @ $5,000 Hazmat Suit (5) @ $1000 = $5,000 Bed Cover for Prime Mover @ $2,500 Prime Mover @ $64,000 StarLink @ $25,000	$104,050	$0.00	
Commodities/Supplies	(12) Gas Monitors @ $300 = $3,600 (1) Tow Hitch @ $300	$3,900	$0.00	
Other:			$0.00	

TOTALS	$150,000	$0.00	

MISSISSIPPI OFFICE HOMELAND SECURITY
GRANT AGREEMENT OF UNDERSTANDING AND COMPLIANCES

This Grant Agreement (GA) is made and entered into by and between the State of Mississippi by and through the Mississippi Department of Public Safety and the Mississippi Office of Homeland Security, hereto referred to as State, and governmental unit or agency named in this Agreement, hereinafter referred to as Sub-Recipient.

Section 2002 of the Homeland Security Act of 2023 and the Department of Homeland Security Appropriation Act. 2021, as amended, provides federal funds to the State for approved homeland security projects for the purpose of enhancing, the ability of state, local, tribal, and territorial governments, as well as non-profits, to prevent, protect against, respond to, and recover from terrorist attacks, and

The State may make said funds available to state, local, tribal, and territorial governments, as well as non-profits entities upon application and approval from the State and Homeland Security, and

The Sub-Recipient must comply with all requirements listed herein, to be eligible for federal funds in approved homeland security projects, and

Now, therefore in consideration of mutual promises and other consideration, the parties agree as follows:

Federal Terms and Conditions:

Terms and conditions pertain not only to Recipients, but grant funded Sub-Recipients, as well. The following list of terms and conditions should be reviewed and followed. The FY2023 Department of Homeland Security Standard Terms and Conditions, can be found at: https://www.dhs.gov/sites/default/files/2023-01/FY%202023%20DHS%20Terms%20and%20Conditions%20Version%202%20Dated%20November%2029%202023.pdf#:~:text=The%20Fiscal%20Year%20%28FY%29%202023%20DHS%20Standard%20Terms,right%20to%20seek%20judicial%20enforcement%20of%20these%20obligations.

The Fiscal Year (FY) 2023 DHS Standard Terms and Conditions apply to all new federal financial assistance awards funded in FY 2023. These terms and conditions flow down to subrecipients unless an award term or condition specifically indicates otherwise. The United States has the right to seek judicial enforcement of these obligations.

All legislation and digital resources are referenced with no digital links. The FY 2023 DHS Standard Terms and Conditions will be housed on dhs.gov at www.dhs.gov/publication/fy15-dhs-standard-terms-and-conditions.

A. Assurances, Administrative Requirements, Cost Principles, Representations and Certifications

I. DHS financial assistance recipients must complete either the Office of Management and Budget (OMB) Standard Form 424B Assurances – Non-Construction Programs, or OMB Standard Form 424D Assurances – Construction Programs, as applicable. Certain assurances in these documents may not be applicable to your program, and the DHS financial assistance office (DHS FAO) may require applicants to certify additional assurances. Applicants are required to fill out the assurances as instructed by the awarding agency.

II. DHS financial assistance recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at Title 2, Code of Federal Regulations (C.F.R.) Part 200 and adopted by DHS at 2 C.F.R. Part 3002.

III. By accepting this agreement, recipients, and their executives, as defined in 2 C.F.R. § 170.315, certify that their policies are in accordance with OMB's guidance located at 2 C.F.R. Part 200, all applicable federal laws, and relevant Executive guidance.

B. General Acknowledgements and Assurances

All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff.

I. Recipients must cooperate with any DHS compliance reviews or compliance investigations conducted by DHS.

II. Recipients must give DHS access to examine and copy records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities or personnel.

III. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.

IV. Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law, or detailed in program guidance.

V. Recipients (as defined in 2 C.F.R. Part 200 and including recipients acting as pass-through entities) of federal financial assistance from DHS or one of its awarding component agencies must complete the DHS Civil Rights Evaluation Tool within thirty (30) days of receipt of the Notice of Award for the first award under which this term applies. Recipients of multiple awards of DHS financial assistance should only submit one completed tool for their organization, not per award. After the initial submission, recipients are required to complete the tool once every two (2) years if they have an active award, not every time an award is made. Recipients should submit the completed tool, including supporting materials, to CivilRightsEvaluation@hq.dhs.gov. This tool clarifies the civil rights obligations and related reporting requirements contained in the DHS Standard Terms and Conditions. Subrecipients are not required to complete and submit this tool to DHS. The evaluation tool can be found at https://www.dhs.gov/publication/dhs-civil-rights-evaluation-tool.

The DHS Office for Civil Rights and Civil Liberties will consider, in its discretion, granting an extension if the recipient identifies steps and a timeline for completing the tool. Recipients should request extensions by emailing the request to CivilRightsEvaluation@hq.dhs.gov prior to expiration of the 30-day deadline.

C. Standard Terms & Conditions

I. Acknowledgement of Federal Funding from DHS

Recipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposal, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.

II. Activities Conducted Abroad

Recipients must ensure that project activities performed outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

III. Age Discrimination Act of 1975

Recipients must comply with the requirements of the Age Discrimination Act of 1975, Public Law 94-135 (1975) (codified as amended at Title 42, U.S. Code, § 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.

IV. Americans with Disabilities Act of 1990

Recipients must comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, Pub. L. 101-336 (1990) (codified as amended at 42 U.S.C. §§ 12101– 12213), which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.

V. Best Practices for Collection and Use of Personally Identifiable Information

Recipients who collect personally identifiable information (PII) are required to have a publicly available privacy policy that describes standards on the usage and maintenance of the PII they collect. DHS defines PII as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Recipients may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy Template as useful resources respectively.

VI. Civil Rights Act of 1964 – Title VI

Recipients must comply with the requirements of Title VI of the Civil Rights Act of 1964 (codified as amended at 42 U.S.C. § 2000d et seq.), which provides that no person in United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. DHS implementing regulations for the Act are found at 6 C.F.R. Part 21 and 44 C.F.R. Part 7.

VII. Civil Rights Act of 1968

Recipients must comply with Title VIII of the Civil Rights Act of 1968, Pub. L. 90-284, as amended through Pub. L. 113-4, which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (see 42 U.S.C. § 3601 et seq.), as implemented by the U.S. Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units— i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features. (See 24 C.F.R. Part 100, Subpart D.)

VIII. Copyright

Recipients must affix the applicable copyright notices of 17 U.S.C. §§ 401 or 402 and an acknowledgement of U.S. Government sponsorship (including the award number) to any work first produced under federal financial assistance awards.

IX. Debarment and Suspension

Recipients are subject to the non-procurement debarment and suspension regulations implementing Executive Orders (E.O.) 12549 and 12689, which are at 2 C.F.R. Part 180 as adopted by DHS at 2 C.F.R. Part 3002. These regulations restrict federal financial assistance awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.

X. Drug-Free Workplace Regulation

s Recipients must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of 2 C.F.R. Part 3001, which adopts the Government-wide implementation (2 C.F.R. Part 182) of Sec. 5152-5158 of the Drug-Free Workplace Act of 1988 (41 U.S.C. §§ 8101-8106).

XI. Duplication of Benefits

Any cost allocable to a particular federal financial assistance award provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other federal financial assistance awards to overcome fund deficiencies; to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions; or for other reasons. However, these prohibitions would not preclude recipients from shifting costs that are allowable under two or more awards in accordance with existing federal statutes, regulations, or the federal financial assistance award terms and conditions may not be charged to other federal financial assistance awards to overcome fund deficiencies; to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions; or for other reasons.

XII. Education Amendments of 1972 (Equal Opportunity in Education Act) – Title IX

Recipients must comply with the requirements of Title IX of the Education Amendments of 1972, Pub. L. 92-318 (1972) (codified as amended at 20 U.S.C. § 1681 et seq.), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. DHS implementing regulations are codified at 6 C.F.R. Part 17 and 44 C.F.R. Part 19.

XIII. Energy Policy and Conservation Act

Recipients must comply with the requirements of the Energy Policy and Conservation Act, Pub. L. 94- 163 (1975) (codified as amended at 42 U.S.C. § 6201 et seq.), which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

XIV. Ensuring the Future is Made in All of America by All of America's Workers

Recipients must comply with the "Build America, Buy America" provisions of the Infrastructure Investment and Jobs Act and E.O. 14005 which provide that, as appropriate and to the extent consistent with law, the recipient must use all practicable means within their authority under a federal award to provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products.)

XV. False Claims Act and Program Fraud Civil Remedies

Recipients must comply with the requirements of the False Claims Act, 31 U.S.C. §§3729- 3733, which prohibit the submission of false or fraudulent claims for payment to the Federal Government. (See 31 U.S.C. §§ 3801-3812, which details the administrative remedies for false claims and statements made.)

XVI. Federal Debt Status

All recipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. (See OMB Circular A-129.)

XVII. Federal Leadership on Reducing Text Messaging while Driving

Recipients are encouraged to adopt and enforce policies that ban text messaging while driving as described in E.O. 13513, including conducting initiatives described in Section 3(a) of the Order when on official government business or when performing any work for or on behalf of the Federal Government.

XVIII. Fly America Act of 1974

Recipients must comply with Preference for U.S. Flag Air Carriers (air carriers holding certificates under 49 U.S.C.) for international air transportation of people and property to the extent that such service is available, in

accordance with the International Air Transportation Fair Competitive Practices Act of 1974, 49 U.S.C. § 40118, and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.

XIX. Hotel and Motel Fire Safety Act of 1990

Recipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds complies with the fire prevention and control guidelines of Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. § 2225a.

XX. John S. McCain National Defense Authorization Act of Fiscal Year 2019

Recipients, subrecipients, and their contractors and subcontractors are subject to the prohibitions described in section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232 (2018) and 2 C.F.R. §§ 200.216, 200.327, 200.471, and Appendix II to 2 C.F.R. Part 200. Beginning August 13, 2020, the statute – as it applies to DHS recipients, subrecipients, and their contractors and subcontractors – prohibits obligating or expending federal award funds on certain telecommunications and video surveillance products and contracting with certain entities for national security reasons.

XXI. Limited English Proficiency (Civil Rights Act of 1964, Title VI)

Recipients must comply with Title VI of the Civil Rights Act of 1964, (42 U.S.C. § 2000d et seq.) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance: https://www.dhs.gov/guidance- published-help-department- supported-organizations-provide-meaningful-access-people-limited and additional resources on http://www.lep.gov.

XXII. Lobbying Prohibitions

Recipients must comply with 31 U.S.C. § 1352, which provides that none of the funds provided under a federal financial assistance award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal action related to a federal award or contract, including any extension, continuation, renewal, amendment, or modification.

XXIII. National Environmental Policy Act

Recipients must comply with the requirements of the National Environmental Policy Act of 1969, (NEPA) Pub. L. 91-190 (1970) (codified as amended at 42 U.S.C. § 4321 et seq. and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which require recipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.

XXIV. Nondiscrimination in Matters Pertaining to Faith-Based Organizations

It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. Recipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statues, regulations, and guidance governing the participations of faith- based organizations in individual DHS programs.

XXV. Non-Supplanting Requirement

Recipients receiving federal financial assistance awards made under programs that prohibit supplanting by law must ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources.

XXVI. Notice of Funding Opportunity Requirements

All the instructions, guidance, limitations, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this program are incorporated here by reference in the award terms and conditions. All recipients must comply with any such requirements set forth in the program NOFO.

XXVII. Patents and Intellectual Property Rights

Recipients are subject to the Bayh-Dole Act, 35 U.S.C. § 200 et seq, unless otherwise provided by law. Recipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from federal financial assistance awards located at 37 C.F.R. Part 401 and the standard patent rights clause located at 37 C.F.R. § 401.14.

XXVIII. Procurement of Recovered Materials

States, political subdivisions of states, and their contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. 89-272 (1965), (codified as amended by the Resource Conservation and Recovery Act, 42 U.S.C. § 6962.) The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

XXIX. Rehabilitation Act of 1973

Recipients must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, Pub. L. 93-112 (1973), (codified as amended at 29 U.S.C. § 794,) which provides that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

XXX. Reporting of Matters Related to Recipient Integrity and Performance

General Reporting Requirements: If the total value of any currently active grants, cooperative agreements, and procurement contracts from all federal awarding agencies exceeds $10,000,000 for any period of time during the period of performance of this federal award, then the recipients must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated here by reference in the award terms and conditions.

XXXI. Reporting Subawards and Executive Compensation Reporting of first tier subawards.

Recipients are required to comply with the requirements set forth in the government-wide award term on Reporting Subawards and Executive Compensation located at 2 C.F.R. Part FY 170, Appendix A, the full text of which is incorporated here by reference in the award terms and conditions.

XXXII. Required Use of American Iron, Steel, Manufactured Products, and Construction Materials.

Recipients must comply with the "Build America, Buy America" provisions of the Infrastructure Investment and Jobs Act and E.O. 14005. Recipients of an award of Federal financial assistance from a program for infrastructure

are hereby notified that none of the funds provided under this award may be used for a project for infrastructure unless:
(1) all iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;

(2) all manufactured products used in the project are produced in the United States—this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and

(3) all construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

Waivers

When necessary, recipients may apply for, and the agency may grant, a waiver from these requirements. Information on the process for requesting a waiver from these requirements is on the website below.

(a) When the Federal agency has made a determination that one of the following exceptions applies, the awarding official may waive the application of the domestic content procurement preference in any case in which the agency determines that:

(1) applying the domestic content procurement preference would be inconsistent with the public interest;

(2) the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or

(3) the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent.

A request to waive the application of the domestic content procurement preference must be in writing. The agency will provide instructions on the format, contents, and supporting materials required for any waiver request. Waiver requests are subject to public comment periods of no less than 15 days and must be reviewed by the Made in America Office.

There may be instances where an award qualifies, in whole or in part, for an existing waiver described at "Buy America" Preference in FEMA Financial Assistance Programs for Infrastructure | FEMA.gov.

The awarding Component may provide specific instructions to Recipients of awards from infrastructure programs that are subject to the "Build America, Buy America" provisions. Recipients should refer to the Notice of Funding Opportunity for further information on the Buy America preference and waiver process.

XXXIII. SAFECOM

Recipients receiving federal financial assistance awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

XXXIV. Terrorist Financing

Recipients must comply with E.O. 13224 and U.S. laws that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Recipients are legally responsible to ensure compliance with the Order and laws.

XXXV. Trafficking Victims Protection Act of 2000 (TVPA)

Trafficking in Persons. Recipients must comply with the requirements of the government-wide financial assistance award term which implements Section 106 (g) of the Trafficking Victims Protection Act of 2000 (TVPA), codified as amended at 22 U.S.C. § 7104. The award term is located at 2 C.F.R. § 175.15, the full text of which is incorporated here by reference.

XXXVI. Universal Identifier and System of Award Management Requirements for System for Award Management and Unique Entity Identifier

Recipients are required to comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A, the full text of which is incorporated here by reference.

XXXVII. USA PATRIOT Act of 2001

Recipients must comply with requirements of Section 817 of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (USA PATRIOT Act), which amends 18 U.S.C. §§ 175–175c.

XXXVIII. Use of DHS Seal, Logo and Flags

Recipients must obtain permission from their DHS FAO prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

XXXIX. Whistleblower Protection Act

Recipients must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U .S.C § 2409, 41 U.S.C. § 4712, and 10 U.S.C. § 2324, 41 U.S.C. §§ 4304 and 4310.

Certifications Regarding Lobbying; Debarment, Suspension, and other Responsibility Matters; Drug-Free Workplace Requirements; Procurement; Organizational and Financial Requirement; following Sub-Recipient Procedures: Disclosures: Disclosure of Information and Conflict of Interest

Sub-Recipients should refer to the regulations cited below to determine the certification to which they are required to attest. Sub-Recipients should also review the instructions for certification included in the regulations before completing this form. Signature of this agreement provides for compliance with certification requirements under 10 CFR Part 601 "New Restrictions on Lobbying," and 10 CFR Part 1036 "Government wide Debarment and

Suspension (Nonprocurement) and Government wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon which reliance will be placed when the State determines to award the covered transaction, grant, or other agreement.

1. Lobbying

As required by section 1352, Title 31 of the U.S. Code, and implemented at 44 CFR Part 18, for persons entering into a grant or cooperating agreement over $ 100,000, as defined at 44 CFR Part 18, the applicant certifies that:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation , renewal, amendment, or modification of any Federal grant or cooperative agreement.

(b) If any other funds than Federal appropriated funds have been paid or will be paid to any other person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or an employee of Congress, or employee of a member of Congress in connection with this Federal Grant or cooperative agreement, the undersigned shall complete and submit Stand Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions

(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all subrecipients shall certify and disclose accordingly.

2. Debarment, Suspension, and Other Responsibility Matters

1. The prospective primary participant 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.

2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

3. Applicable CFR's and Federal Executive Orders 12549 and 12689 prohibit non-federal entities from contracting with or making sub-awards under covered transactions to parties that are suspended or debarred or whose principals are suspended or debarred. Covered transactions include procurement contracts for goods

or services equal to or in excess of $25,000 and non-procurement transactions such as grants or cooperative agreements. By signing this Agreement, the Subgrantee agrees it will verify the status of potential vendors prior to any federal funds being obligated to prevent any debarred or suspended agencies or vendors from receiving federal funds. The Subrecipient can confirm the status of potential vendors by conducting a search on the System for Award Management (SAM) website (https://www.sam.gov/portal/public/SAM/). At this time, DPS does not require Subrecipients to submit proof of verification with any reimbursement request; however, the Subrecipient must maintain this information, in the form of a screen print, with other grant documentation. This documentation shall be available for review per Attachment C.

3. Drug-Free Workplace

This certification is required by the Drug-Free Workplace Act of 1988 (Pub.L. 100-690, Title V, Subtitle D) and is implemented through additions to the Debarment and Suspension regulations, published in the Federal Register on January 31, 1989, and May 25, 1990.

The Subrecipient will or will continue to provide a drug-free workplace by:

1. Maintaining a Zero Tolerance Drug Policy.

2. Posting in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Subrecipient's workplace and specifying the actions that will be taken against employees for violations of such prohibition.

3. Stating in all solicitations or advertisements for employees or subcontractors placed by or on behalf of the Subrecipient that the Subrecipient maintains a drug-free workplace.

4. Establishing an ongoing drug-free awareness program to inform employees about:
   (a) The dangers of drug abuse in the workplace.
   (b) The Subrecipient's policy of maintaining a drug-free workplace.
   (c) Any available drug counseling, rehabilitation, and employee assistance programs; and
   (d) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
   (e) Including the provisions of the foregoing clauses in all third-party contracts, subcontracts, and purchase orders that exceed ten thousand dollars ($10,000.00), so that the provisions will be binding upon each subcontractor or vendor.

4. Procurement:

The Subrecipient agrees to abide by their respective procurement rules, policies, and/or procedures as outlined in 2 CFR §§ 200.317 to 200.326.

1. Subrecipient must comply with proper competitive bidding procedures as required by the applicable federal and state rules.

2. The subrecipient entity must maintain written standards of conduct covering conflict of interest and governing the actions of its employees and engaged in selection, award, and administration of contracts.

3. The subrecipient must take all necessary affirmative steps to assure that minority business, women's business enterprises, and labor surplus area firms reused when possible. Please see 2 CFR § 200.321 for the affirmative steps that must be taken.

5. Organizational and Financial Requirement

1. All Subrecipients are required to establish and maintain accounting systems and financial records to accurately account for funds awarded to them. Determining allowability of costs claimed will be consistent with the requirements of the grant award and its applicable regulations.

   a. Subrecipients have the responsibility to employ the organizational and management techniques necessary to assure proper administration and cost allocation, including accounting, budgeting, reporting, auditing, and other review controls.

   b. All Subrecipients will accept responsibility for expending and accounting for funds in a manner consistent with an approved project, plan and or program as evidenced by their acceptance of an Agreement award by the Department of Public Safety; Policies, procedures, reporting requirements or other special conditions established by the appropriate Federal agency, if applicable, and the Department of Public Safety.

2. Subrecipients must have an adequate system of internal controls which:

   a. Presents, classifies, and retains all detailed financial records related to the Agreement award. Financial records must be retained by the Subrecipient and be available for review for a period of three (3) years after the expiration of the grant period except those records must be retained until completion or resolution of all issues arising from audit, litigation or claims started before the expiration of the three-year period, whichever is later.

   b. Provides reasonable assurance that Federal awards are managed in compliance with Federal statutes, regulations, and the terms and 4 2 CFR § 200.318(c)(1) conditions. These internal controls should be in compliance with the guidance in "Standards for Internal Control in the Federal Government" issued by the Comptroller General of the United States and the "Internal Control Integrated Framework," issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO).

   c. Provides information for planning, control, and evaluation of direct and indirect costs.

   d. Provides cost and property control to ensure optimal use of the grant funds; Controls funds and other resources to ensure that the expenditure of grant funds and use of any property acquired under the grant are in conformance with established guidelines and policies.

3. Notification of Organizational Changes Required:
   a. The recipient shall provide DPS written notification within 30 days should any of the following events occur:
      i. having new or substantially changed systems
      ii. having new compliance personnel
      iii. loss of license or accreditation to operate program
      iv. organizational restructuring

6. Following Subrecipient Procedures:

The undersigned certifies that the Subrecipient organization has in place standard policies and procedures that govern the Subrecipient's payroll, purchasing, contracting and inventory control in accordance with 2 CFR 225, Appendix A, Section C 1.e or 2 CFR 200.302. The undersigned further certifies that the Subrecipient organization will use those policies and procedures for any approved expenditure under this Agreement and for any equipment purchased with Agreement funds. The undersigned also agrees to make the policies and procedures available for examination by any authorized representatives of the State or

Federal Government. This does not relieve the Subrecipient from requirements of federal financial management, requirements in:

(a) 2 CFR 200 § 302 Financial Management

7. Disclosure of Information:

Any confidential or personally identifiable information (PII) acquired by subrecipient during the course of the subgrant shall not be disclosed by subrecipient to any person, firm, corporation, association, or other entity for any reason or purpose whatsoever without the prior written consent of the Department of Public Safety either during the term of the Agreement or in the event of termination of the Agreement for any reason whatsoever. Subrecipient agrees to abide by applicable federal regulations regarding confidential information and research standards, as appropriate, for federally supported projects.

8. Conflict of Interest

Subgrantee/Contractor covenants that, to the best of its knowledge, no person under its employ, including subcontractors, who presently exercises any functions or responsibilities in connection with Board, Department, or projects or programs funded by Board or Department, has any personal financial interest, direct or indirect, in this Subgrant Agreement /Contract.

1. Subgrantee/Contractor further covenants that in the performance of Subgrant Agreement/Contract, no person having such conflicting interest shall knowingly be employed by Subgrantee/Contractor.

2. Any such interest, on the part of Subgrantee /Contractor or its employees, when known, must be disclosed in writing to Department.

9. Prohibition on certain telecommunications and video surveillance services or equipment

(a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:
(1) Procure or obtain.
(2) Extend or renew a contract to procure or obtain; or
(3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

(b) In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

(c) See Public Law 115-232, section 889 for additional information. (d) See also §200.471.

FEMA Standard Terms and Conditions

FISCAL YEAR 2023 FEMA STANDARD TERMS AND CONDITIONS
[https://www.fema.gov/fact-sheet/fiscal-year-2023-fema-standard-terms-and-conditions]
Release Date: Mar 8, 2023

FEMA standard terms and conditions are updated each fiscal year (FY). This Fact Sheet displays the FEMA standard terms and conditions for FY 2023. These standard terms and conditions apply to all non-disaster financial assistance awards funded in FY 2023.

1. Environmental Planning and Historic Preservation (EHP) Review
DHS/FEMA funded activities that may require an Environmental Planning and Historic Preservation (EHP) review are subject to the FEMA EHP review process. This review does not address all federal, state, and local requirements. Acceptance of federal funding requires the recipient to comply with all federal, state and local laws.

DHS/FEMA is required to consider the potential impacts to natural and cultural resources of all projects funded by DHS/FEMA grant funds, through its EHP review process, as mandated by: the National Environmental Policy Act; National Historic Preservation Act of 1966, as amended; National Flood Insurance Program regulations; and any other applicable laws and executive orders. General guidance for FEMA's EHP process is available on the DHS/FEMA Website [https://www.fema.gov/grants/guidance-tools/environmental-historic]. Specific applicant guidance on how to submit information for EHP review depends on the individual grant program and applicants should contact their grant Program Officer to be put into contact with EHP staff responsible for assisting their specific grant program. The EHP review process must be completed before funds are released to carry out the proposed project; otherwise, DHS/FEMA may not be able to fund the project due to noncompliance with EHP laws, executive orders, regulations, and policies.

If ground disturbing activities occur during construction, applicant will monitor ground disturbance, and if any potential archaeological resources are discovered the applicant will immediately cease work in that area and notify the pass-through entity, if applicable, and DHS/FEMA.

2. Applicability of DHS Standard Terms and Conditions to Tribes
The DHS Standard Terms and Conditions are a restatement of general requirements imposed upon recipients and flow down to sub-recipients as a matter of law, regulation, or executive order. If the requirement does not apply to Indian tribes or there is a federal law or regulation exempting its application to Indian tribes, then the acceptance by Tribes of, or acquiescence to, DHS Standard Terms and Conditions does not change or alter its inapplicability to an Indian tribe. The execution of grant documents is not intended to change, alter, amend, or impose additional liability or responsibility upon the Tribe where it does not already exist.

3. Acceptance of Post Award Changes

In the event FEMA determines that changes are necessary to the award document after an award has been made, including changes to period of performance or terms and conditions, recipients will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate recipient acceptance of the changes to the award. Please call the FEMA/ GMD Call Center at (866) 927-5646 or via e-mail to: ASK-GMD@fema.dhs.gov if you have any questions.

4. Disposition of Equipment Acquired Under the Federal Award
For purposes of original or replacement equipment acquired under this award by a non-state recipient or non-state sub-recipients, when that equipment is no longer needed for the original project or program or for other activities currently or previously supported by a federal awarding agency, you must request instructions from FEMA to make proper disposition of the equipment pursuant to 2 C.F.R. section 200.313. State recipients and state sub-recipients must follow the disposition requirements in accordance with state laws and procedures.

5. Prior Approval for Modification of Approved Budget
Before making any change to the FEMA approved budget for this award, you must request prior written approval from FEMA where required by 2 C.F.R. section 200.308 [https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200/subpart-D/section-200.308].

For purposes of non-construction projects, FEMA is utilizing its discretion to impose an additional restriction under 2 C.F.R. section 200.308(f) [https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200/subpart-D/section-200.308] regarding the transfer of funds among direct cost categories, programs, functions, or activities. Therefore, for awards with an approved budget where the federal share is greater than the simplified acquisition threshold (currently $250,000), you may not transfer funds among direct cost categories, programs, functions, or activities without prior written approval from FEMA where the cumulative amount of such transfers exceeds or is expected to exceed ten percent (10%) of the total budget FEMA last approved.

For purposes of awards that support both construction and non-construction work, FEMA is utilizing its discretion under 2 C.F.R. section 200.308(h)(5) [https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200/subpart-D/section-200.308] to require the recipient to obtain prior written approval from FEMA before making any fund or budget transfers between the two types of work.

You must report any deviations from your FEMA approved budget in the first Federal Financial Report (SF-425) [https://www.grants.gov/forms/post-award-reporting-forms.html] you submit following any budget deviation, regardless of whether the budget deviation requires prior written approval.

6. Indirect Cost Rate
2 C.F.R. section 200.211(b)(15) [https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200/subpart-C/section-200.211] requires the terms of the award to include the indirect cost rate for the federal award. If applicable, the indirect cost rate for this award is stated in the budget documents or other materials approved by FEMA and included in the award file.

Mississippi Office of Homeland Security
Terms and Conditions:

1. Sub-Recipient must comply with the rules and regulations of 2 CFR 200.

2. Sub-Recipients are required to modify their existing incident management and emergency operations plans in accordance with the National Response Plan's coordinating structures, processes, and protocols.

3. Sub-Recipients must fully engage citizens by expanding plans and task force memberships to address citizen participation; awareness and outreach to inform and engage the public; include citizens in training and exercise; and develop or expand programs that integrate citizen/volunteer support for the emergency responder disciplines.

4. Internet service fees, radio service fees, cellular phone fees, satellite phone fees, etc. paid for with grant funds are for **twelve (12) months** during the year of equipment purchase only.

5. Position descriptions are required for each person to be paid with grant funds and an organizational chart identifying grant funded position(s).

6. A physical inventory of property and equipment must be completed, and the results reconciled with the MOHS property control, at least once every two years.

7. The MOHS requires that property and equipment acquired with grant funds be tagged and tracked using an inventory management system.

8. The FCC has chosen the Project 25 suite of standards for voice and low-moderate speed data interoperability. To improve interoperability, all radios purchased under this grant should be APCO 25 compliant.

9. The designated representative certifies that he/she has legal signatory authority to receive assistance.

10. Sub-Recipients shall provide all necessary financial and managerial resources to meet the terms and conditions of receiving Federal and State assistance.

11. Sub-Recipients shall use awarded funds solely for the purpose for which these funds are provided and as approved by the DPS Authorized Representative and the MOHS.

12. Sub-Recipient is aware of and shall comply with cost-sharing requirements, if applicable.

13. Sub-Recipient shall establish and maintain a proper accounting system to record expenditures of awarded funds in accordance with generally accepted accounting standards and OMB Circulars 2 CFR 200 as applicable and/or as directed by the DPS Authorized Representative and the MOHS.

14. Sub-Recipient shall comply with the Single Audit Act of 1996 and 2 CFR 200.501. Copies of audit reports when issued and provide audit findings to the MOHS. Copies will be made available, as needed.

15. Sub-Recipient shall give State and Federal agencies designated by the DPS Authorized Representative access to and the right to examine all records and documents related to use of award funds.

16. Sub-Recipient **shall return** to the State, within thirty (30) days of such request by the DPS Authorized Representative, any funds which are not supported by audit or other Federal or State review of documentation by the Applicant.

17. Sub-Recipient shall comply with all applicable provisions of Federal and State laws and regulations regarding procurement of goods and services.

18. Sub-Recipient shall comply with regulations implementing the Drug-Free Workplace Act of 1988, 41 U.S.C Code §8103.

19. Sub-Recipient shall comply with all Federal and State statutes and regulations relating to non-discrimination.

20. Sub-Recipient shall comply with provisions of the Hatch Act limiting political activities of public employees and 44CFR Part 18, New Restrictions on Lobbying.

21. Sub-Recipient shall comply, as applicable, with provisions of the Davis-Bacon Act relating to labor standards.

22. Sub-Recipient shall not enter any contracts or purchase merchandise from any party or vendor which is disbarred or suspended from participating in Federal assistance programs.

23. The period of performance for this Grant Agreement shall begin on the date of acceptance of the Subrecipient Award execution and shall continue through the period of Subrecipient unless terminated by the MOHS and/or the Department of Public Safety. Future Subrecipient for supporting the requirements of the jurisdiction may be awarded under the terms of this agreement through additional sub grants so long as all signatory officials remain unchanged.

24. Programmatic and Financial Reports: Program Reporting and Financial Reports are due within 15 days after each reporting quarter:

Grant Period	Quarter	Date Report is Due
September 1-November 30	1st Quarter	December 15
December 1-February 28	2nd Quarter	March 15
March 1-May 31	3rd Quarter	June 15
June 1-August 31	4th Quarter	September 15
Closeout	Closeout	October 15

25. The local Sub-Recipient shall develop and improve their capability to combat the effects of a terrorism event. This is accomplished through the purchase of specialized equipment as identified in the published FEMA Authorized Equipment List (AEL) or support of planning, exercises or training activities associated with the prevention, response, or recovery from terrorism incidents.

26. The Authorized Signatory Official is responsible for committing to the terms of this GA, budgeting local funds to purchase equipment or support jurisdictional exercise, training, and planning efforts for executing this GA on behalf of the Sub-Recipient's jurisdiction.

27. The Sub-Recipient shall designate a Sub-Recipient public official as the Sub-Recipient Grant Administrator (SGA) for developing and attaching the GA scope of work, obtaining project approval from respective officials, reporting, submitting applications to Recipient, equipment distribution, training, and obtaining and submitting supporting documentation and requests for reimbursement on behalf of the Sub-Recipient to

Recipient for repayment. The SGA shall be responsible for reporting to the Mississippi Office of Homeland Security (MOHS) via the Biannual Strategy Implementation Report (BSIR).

Funding Considerations:

28. It is mutually agreed that upon written application by Sub-Recipient and approval by State and FEMA (if applicable), State will obligate Federal funds to Sub-Recipient account for reimbursement of eligible expenditures as set forth in the application.

29. Grant funds expended prior to the date of the award letter are not authorized to be reimbursed.

30. Each quarter the SGA will prepare and submit a Quarterly Request for Reimbursement to the MOHS. This request shall contain all appropriate supporting documentation to substantiate expenses made in accordance with all applicable requirements. The MOHS will review the reimbursement package for completeness and process for payment through the Mississippi Accountability System for Government Information and Collaboration (MAGIC), accounting system.

31. The Recipient will not be liable under this Agreement for any amount greater than the award allocated by the FEMA and the Office for Domestic Preparedness to the State for the grant performance period.

32. No cost or obligation shall be incurred by the Recipient under this GA unless and until the Recipient advises the Sub-Recipient in writing that the Application and Award have been approved and funds are available.

33. Reimbursement is contingent upon the funds being expended in accordance with all applicable local and state regulations, as well as Federal regulations, policies, guidelines, and submission for reimbursement made in accordance with the SAA's grant policies and procedures manual.

34. Sub-Recipient's requests for advance of funds to support purchases of equipment or other expenditures must be requested in writing to the MOHS explaining the justification for the request. Reasons, i.e., shortage of local funds or items not contained in the current annual jurisdictional budget must be accompanied by supporting documentation.

35. Quarterly Request for Reimbursement and other required financial reports will be submitted to the Recipient with a copy of all receipt(s) or invoices showing that authorized equipment or other expenditures such as personnel, supplies, etc. has been paid for in full by Sub-Recipient with supporting documentation.

Maintenance, Replacement costs and Use of Equipment, Sell & Disposal

36. It is mutually agreed and promised that the Sub-Recipient shall immediately notify the MOHS, if any equipment purchased under this project ceases to be used in the manner set forth by the project agreement. In such an event, Sub-Recipient further agrees to transfer or otherwise dispose of such equipment, as directed by the MOHS.

37. It is mutually agreed and promised by the Sub-Recipient that no equipment will be conveyed, sold, salvaged, transferred, etc., without the express written approval of the MOHS.

38. It is mutually agreed and promised that the Sub-Recipient shall maintain, or cause to be maintained for its useful life, any equipment purchased under this project.

39. Each Sub-Recipient of federal grant funds must have a financial management system that complies with the minimum requirements of 2 CFR Part 200 (Super Circular).

40. All equipment awarded in this grant agreement **must be ordered** within ninety (90) days after project implementation. If unforeseen circumstances arise which prohibit this being accomplished, the MOHS must be notified as to the reason for the delay and projected purchase date of the equipment.

41. Property records must be maintained that include a description of the property, a serial number or other identification number, the source of the property, who holds the title, the acquisition date, cost of the property, percentage of Federal participation in the cost of the property, the location use and condition of the property and any ultimate disposition data including the data of disposal and sale price of the property.

42. A physical inventory of the property must be taken, and the results reconciled with the property records at least once every two (2) years for the useful life of the property.

43. A control system must be developed to ensure adequate safeguards to prevent loss, damage, or theft of the property. Any loss, damage or theft shall be investigated.

44. Adequate maintenance procedures must be developed to keep the property in good working condition.

45. If the Sub-Recipient is authorized or required to sell the property, proper sales procedures must be established to ensure the highest possible return. Sale of items must be approved by the MOHS.

46. Costs for equipment items are allowable only as part of a comprehensive program effort.

47. Equipment purchased under the terms of this GA will be stored, maintained, and used in accordance with the purpose and objectives of this Grant Agreement. The equipment may be used for terrorism training and exercise purposes and in response to an actual terrorism event. If the equipment is used in response to a non-terrorist related event, then any maintenance or replacement costs will be the sole responsibility of the Sub-Recipients.

48. Instructions on how to sell and/or dispose of equipment, please visit our website at www.homelandsecurity.ms.gov. (Click on the tab Grants /Grant Forms).

Non-performance of Grant Activities

49. Failure by the Sub-Recipient to comply with the terms of this Grant Agreement may result in suspension from the program and loss of any outstanding grant fund allocation balance, as determined by the Recipient.

50. Failure to expend all grant funds awarded (by date stated on Award Letter) and to comply with Recipient request and guidelines will result in the reallocation of unspent grant funds and the immediate redistribution of all equipment purchased with grant funds.

51. In addition, the failure to maintain adequate response capability (as determined by the MOHS) will also result in the reallocation of grant funds and the immediate redistribution of all equipment purchased with grant funds.

Administrative Provisions

52. The *Recipient* and *Sub-Recipient* agree to carry out the administrative and financial requirements of this Agreement in accordance with the policies and procedures established by FEMA and set forth in other applicable state and federal guides. The Biannual Strategy Implementation Report (BSIR) will update information on obligations, expenditures, and progress made on activities and will include an update of all information submitted in that report.

Audit Requirements

53. Law enforcement, state, local, non-profit agencies funded with Federal funds administered by the MOHS for the purpose of grant activity must comply with the following (2 CFR§200.501):

(a) *Audit required.* A non-Federal entity that expends $750,000 or more during the non-Federal entity's fiscal year in Federal awards must have a single or program-specific audit conducted for that year in accordance with the provisions of this part.

(b) *Single audit.* A non-Federal entity that expends $750,000 or more during the non-Federal entity's fiscal year in Federal awards must have a single audit conducted in accordance with §200.514 Scope of audit except when it elects to have a program-specific audit conducted in accordance with paragraph (c) of this section.

(c) *Program-specific audit election.* When an auditee expends Federal awards under only one Federal program (excluding R&D) and the Federal program's statutes, regulations, or the terms and conditions of the Federal award do not require a financial statement audit of the auditee, the auditee may elect to have a program-specific audit conducted in accordance with §200.507 Program-specific audits. A program-specific audit may not be elected for R&D unless all the Federal awards expended were received from the same Federal agency, or the same Federal agency and the same pass-through entity, and that Federal agency, or pass-through entity in the case of a sub recipient, approves in advance a program-specific audit.

(d) *Exemption when Federal awards expended are less than $750,000.* A non-Federal entity that expends less than $750,000 during the non-Federal entity's fiscal year in Federal awards is exempt from Federal audit requirements for that year, except as noted in §200.503 Relation to other audit requirements, but records must be available for review or audit by appropriate officials of the Federal agency, pass-through entity, and Government Accountability Office (GAO).

(e) *Federally Funded Research and Development Centers (FFRDC).* Management of an auditee that owns or operates a FFRDC may elect to treat the FFRDC as a separate entity for purposes of this part.

(f) *Sub-Recipients and Contractors.* An auditee may simultaneously be a recipient, a sub recipient, and a contractor. Federal awards expended as a recipient, or a sub recipient are subject to audit under this part. The payments received for goods or services provided as a contractor are not Federal awards. Section §200.330 Sub recipient and contractor determinations sets forth the considerations in determining whether payments constitute a Federal award or a payment for goods or services provided as a contractor.

(g) *Compliance responsibility for contractors.* In most cases, the auditee's compliance responsibility for contractors is only to ensure that the procurement, receipt, and payment for goods and services comply with Federal statutes, regulations, and the terms and conditions of Federal awards. Federal award compliance requirements normally do not pass through to contractors. However, the auditee is responsible for ensuring compliance for procurement transactions which are structured such that the contractor is responsible for program compliance or the contractor's records must be reviewed to determine program compliance. Also, when these procurement transactions relate to a major program, the scope of the audit must include determining whether these transactions follow Federal statutes, regulations, and the terms and conditions of Federal awards.

(h) *For-profit sub recipient.* Since this part does not apply to for-profit sub recipients, the pass-through entity is responsible for establishing requirements, as necessary, to ensure compliance by for-profit sub recipients. The agreement with the for-profit sub recipient must describe applicable compliance requirements and the for-profit sub recipient's compliance responsibility. Methods to ensure compliance for Federal awards made to

for-profit sub recipients may include pre-award audits, monitoring during the agreement, and post-award audits. See also §200.331 Requirements for pass-through entities.

Monitoring

54. Pursuant to Federal guidelines (2 CFR§200.328-329), the State has developed a plan for evaluating all projects. Each Sub-Recipient may be required to have at least one (1) on-site monitoring visits during the grant year. All written documents will be reviewed to determine progress, problems, and reimbursements of the project. The State evaluates all subrecipient's risk of noncompliance with Federal statutes, regulations and the terms and conditions of the sub-award for the purpose of determining the appropriate level of sub- recipient monitoring.

55. Management will evaluate audit findings, questioned costs and corrective action plans. The issuance of a written decision will be issued to the Sub-Recipient, which will entail whether or not the audit finding is sustained; the reasons for the decision; the expected action of the Sub-Recipient to repay any disallowed costs, make financial adjustments or take other actions; the reference number(s) the auditor assigned to each audit finding; and a description of any appeal process available to the Sub-Recipient regarding the management decision, as required by 2 CFR 200.521. If the Sub-Recipient has not completed corrective action, a timetable follow-up will be given.

56. The MOHS will contact Sub-Recipient(s) for additional information as needed and determines course of action for federal program audit findings, financial statement audit findings, negative disclosures (such as financial capacity concerns) and schedule of expenditures of federal awards deficiencies. Depending on the issue or combination of issues, procedures may be modified to ensure efficient and effective resolution. Updates the status of each audit review until all follow-up actions are completed and the file is closed.

Intelligence Sharing:

57. Sub-Recipients will provide available intelligence to the Mississippi Office of Homeland Security and the Mississippi Analysis and Information Center (FUSION). Intelligence should be shared between local, state, tribal, territorial, and federal agencies with the focus on homeland security matters.

58. Any agency or organization that accepts Homeland Security Grant Funding (HSGP) from MOHS agrees to share threat data with MOHS and MSAIC for use in Threat Analysis Reporting. This includes routine reporting designated by the MS Information Liaison Officer (MILO) Program Coordinator and situational reporting for events that have a Terrorism/Critical Infrastructure/Gangs nexus.

59. Usage of Homeland Security Grant Program (HSGP)Funding for the purchase of License Plate Reader (LPRs) must allow for access to the data of equipment in question by request from MOHS agents or MSAIC analysts and be sharable to other members of the agency's regional fusion center (if applicable).

Other Provisions

60. This agreement is not intended to conflict with current laws or regulations of Mississippi or your jurisdiction. If a term of this agreement is inconsistent with such authority, then that term shall be invalid, but the remaining terms and conditions of this agreement shall remain in full force and effect.

61. Sub-Recipient is required to ensure that grant monies are used to support all Emergency Service-related agencies and departments, specifically law enforcement, fire, and rescue. Senior officials of these agencies must sign this agreement and familiarize themselves with the rules and regulations governing each grant program. They are encouraged to work together in determining and prioritizing their needs and requirements prior to submitting their plan.

62. All final requests for reimbursement, performance reports and closeout documents must be received in the Mississippi Office of Homeland Security within thirty (30) days of completion of the project.

63. Sub-Recipient delinquent in submitting reimbursements, quarterly/progress reports, and/or final accomplishment reports, or incomplete progress reports that lack sufficient detail of progress during the period of performance, may be subject to having submitted reimbursement requests delayed, pending additional justification. Once completed reports are received, reimbursement requests will be processed.

64. All Sub-Recipients (and or jurisdictions) must also maintain membership in the Emergency Management Assistance Compact (EMAC) to facilitate the mutual aid of capabilities, to be eligible for Department of Homeland Security (DHS) grant funding and reimbursement of DHS grant funds.

ASSURANCE OF UNDERSTANDING REQUIREMENT FOR SUB-RECIPIENTS:

As the Authorized Official for, City of Gulfport (Sub-Recipient), I certify by my signature below, that I have fully read and am cognizant of our duties and responsibilities under this requirement. I acknowledge by my signature below, that I understand that the Grant Agreement is not effective until both parties (MOHS and Authorized Signatory Official) have signed, dated, and fully executed the Grant Agreement.

Therefore, the Agency I represent promises and will comply with all Federal, State and Mississippi Office of Homeland Security Certifications and Assurances and their conditions.

SUB-RECIPIENT:
ATTESTS:

	10/18/23
Authorized Signatory Official's Signature: (Sub-Recipient)	**Date:**
Billy Hawes	Mayor
Authorized Signatory Official's Printed Name:	**Organizational Title:**

UEI Number: GV8TJ67CQ2B6

APPROVED: STATE OF MISSISSIPPI/DEPARTMENT OF PUBLIC SAFETY/MISSISSIPPI OFFICE OF HOMELAND SECURITY

By: _____ **Date:** 9/27/23

Executive Director/SAA
Mississippi Office of Homeland Security

Grant Agreement Certifications

Below please assign **three (3) separate persons** to hold the following responsibilities: Sub-Recipient Grant Administrator, Financial Officer, and the Grant Authorized Signatory Official. The Sub-Recipient Administrator will be responsible for the day-to-day activities, correspondence, and management of the grant program. The Financial Officer is responsible for the payment, purchasing and gathering of all financial information and back up documentation. The Grant Authorized Signatory Official is the overall head of the agency that holds the full responsibility of the program to remain in state and federal compliances.

Staff that may be grant funded cannot be an authorized official on the grant without the written approval of the Executive Director.

Agency Name: Gulfport Fire Dept. **Grant Number:** 23HS202T

Agency Address: 1515 23RD Avenue Gulfport, MS 39501

Agency Phone Number: 228-868-5950 **Agency Fax Number:** _____

Sub-Recipient Grant Administrator Certification

I certify that I understand and agree to comply with the general and fiscal provisions of this grant agreement including all terms and conditions; to comply with provisions of the regulations governing these funds and all other federal and state laws; that all information presented is correct; that there has been appropriate coordination with the awarded agency. I am duly authorized by the Sub-Recipient to perform the tasks of the Sub-Recipient Grant Administrator (SGA), as they relate to the requirements of this Grant Agreement; costs incurred prior to Grantee approval may result in the expenditures being absorbed by the Sub-Recipient; and, that the receipt of these grant funds through the Grantee will not supplant state or local funds.

Name: Chadwick Bryant **Title:** Battalion Chief
(Designated Sub-Recipient Grant Administrator)

Phone Number: 228-868-5950

Email Address: cbryant@gulfport-ms.gov

Signature of Sub-Recipient Grant Administrator: _____

Financial Officer Certification

I certify that I understand and agree to comply with the general and fiscal provisions of this grant agreement including all terms and conditions; to comply with provisions of the regulations governing these funds and all other federal and state laws; that all information presented is correct; that there has been appropriate coordination with the awarded agency. I am duly authorized by the Sub-Recipient to perform the tasks of the Financial Officer, as they relate to the requirements of this Grant Agreement; costs incurred prior to Grantee approval may result in the expenditures being absorbed by the Sub-Recipient; and, that the receipt of these grant funds through the Grantee will not supplant state or local funds.

Name: Billy Kelley **Title:** Fire Chief
(Sub-Recipient Financial Officer)

Phone Number: 228-868-5950

Email Address: bkelley@gulfport-ms.gov

Signature of Sub-Recipient Financial Officer: Billy Kelley

Authorized Signatory Official Certification

I certify that I understand and agree to comply with the general and fiscal provisions of this grant agreement including all terms and conditions; to comply with provisions of the regulations governing these funds and all other federal and state laws; that all information presented is correct; that there has been appropriate coordination with the awarded agency. I am duly authorized by the Sub-Recipient to perform the tasks of the Grant Authorized Signatory Official, as they relate to the requirements of this Grant Agreement; costs incurred prior to Grantee approval may result in the expenditures being absorbed by the Sub-Recipient; and, that the receipt of these grant funds through the Grantee will not supplant state or local funds.

Name: Billy Hewes **Title:** Mayor
(Grant Authorized Signatory Official)

Phone Number: 228-868-5700

Email Address: bhewes@gulfport-ms.gov

Signature of Authorized Signatory Official:

Designation of Sub-Recipient Grant Administrator (SGA)

Pursuant to the Mississippi Office of Homeland's requirements that the signatory official is the only person authorized to sign official documentation in relation to the sub-grant, such as financial reimbursement, performance reports, etc. The **(agency/department name)** _____ has authorized and approved **(print designated sub-recipient grant administrator official name)** _____ to sign any/all forms related to this Grant Agreement.

Upon approval of this request said person will then be **Responsible/Liable**, as the signatory official, for claims and reporting submitted by them to this agency. The approval of this request will allow this person to complete the required documentation in the absence and/or on behalf of the signatory official.

The following person is officially appointed to represent your jurisdiction as the Sub-Recipient Grant Administrator (SGA) and is hereby duly authorized to fulfill the terms of this Grant Agreement during the performance period on behalf of the Sub-Recipient.

Sub-Recipient Grant Administrator (SGA)

Name: Chadwick Bryant **Title:** Battalion Chief
(Designated Sub-Recipient Grant Administrator)

Agency Name: Gulfport Fire Department

Mailing Address: 1515 23rd Avenue

City: Gulfport **Zip Code:** 39501

Telephone Number: 228-868-5950 **Fax Number:** _____

Email Address: cbryant@gulfport-ms.gov

Signature of Sub-Recipient Grant Administrator: Chadwick Bryant

Grant Authorized Signatory Official

Appointed by Authorized Signatory Official: **(Mayor, Board President, Commissioner, Director, Superintendent)**

Authorized Signatory Official Signature: _____

Title: Mayor

Date: 10/18/23

Grant Agreement-Scope of Work

Please provide a detailed description of work and grant activities that the awarded jurisdiction will take part in with the use of grant funds. Please include how the grant funds, equipment, supplies, etc. will be used to prevent and protect against terrorist activities.

The funding received will be used to purchase equipment to enable technical rescue response to prevent and protect lives from loss due to terrorist events. This grant will also fund personnel training in technical rescue disciplines.

Federal Funding Accountability and Transparency Act (FFATA) Compliance Form

To comply with the Federal Funding Accountability and Transparency Act (FFATA), the MOHS must report award information for all sub-recipients of federal awards as directed. Information provided will be made publicly available on USA Spending http://www.usaspending.gov/ per the Transparency Act requirement.

Section 1: Award Information:

Agency Name	**Gulfport Fire Department**
City	**Gulfport**
Zip Code +4 Digits (Required)	**39501**
Unique Entity Identification (UEI) #	**GV87J67CQ2B6**
Amount of Award:	**150,000.00**

Section 2: Compensation Information: Answer only is award is $30,000.00 or more in federal funds)

1. More than 80% of the Agency organization's annual gross revenue is federal funds.
   _____ Yes (If yes, proceed to Question 2)
   _____ No (If No, stop, proceed to Section 3)

2. Federal Revenue exceeds twenty-five (25) million dollars.
   _____ Yes (If Yes, proceed to Question 3)
   _____ No (If No, stop, proceed to Section 3)

3. Compensation information is not publicly available via federal tax filings, Securities and Exchange Commission (SEC) reporting, or any other source. (If other, please indicate: _____)
   _____ Yes (If Yes, proceed to Table)
   _____ No (If No, stop, proceed to Section 3)

Names and Salary of Organizations Top Five (5) Executives (By Salary)

	First and Last Name	Title	Annual Salary
1.			
2.			
3.			
4.			
5.			

Section 3: Certification of Information:

I certify that the above information is true and accurate.

_____ 10/18/23
Authorized Signatory Official (Signature) **Date**

Billy Hewes MAYOR
Authorized Signatory Official (Printed Name) **Title**

Memorandum – City of Gulfport
PUBLIC WORKS AND 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 to the City Engineer
Jessica Versiga, Purchasing Agent
Legal Department

From: Wayne E. Miller, P.E., Director of Public Works and Engineering WEM

Date: July 12, 2023

Re: **Recommendation to Approve the Second Amended and Restated Grant Agreement – Gulf Coast Restoration Fund Program – Flood Control and/or Drainage for the Forest Heights Project (GCRF-21-31)**

Attached for your consideration is the Mississippi Development Authority (Gulf Coast Restoration Fund Program) – Second Amended and Restated Grant Agreement for the above referenced project. This agreement reappropriated $2,100,000 from the 2022 funding year to 2023.

I recommend approval of this item.

Attachments: 1. Mississippi Development Authority, Gulf Coast Restoration Fund Program – Second Amended and Restated Grant Agreement

D8082023-24

MISSISSIPPI DEVELOPMENT AUTHORITY

GULF COAST RESTORATION FUND PROGRAM

SECOND AMENDED AND RESTATED GRANT AGREEMENT

City of Gulfport
Harrison County, Mississippi
GCRF-21-31

This Second Amended and Restated Grant Agreement ("Agreement"), dated as of July 1, 2023, by and between the Mississippi Development Authority (acting for and on behalf of the State of Mississippi ("MDA") and the City of Gulfport as set forth in Item 1 of Annex A (the "Entity")

W I T N E S S E T H:

WHEREAS, the Gulf Coast Restoration Fund, Section 57-119-1, Mississippi Code of 1972, as amended, was created for the purpose of funding programs or projects that are located in the Gulf Coast region as defined in the federal RESTORE Act, or twenty-five (25) miles from the northern boundaries of the three (3) coastal counties of Harrison, Hancock and Jackson, but not limited to expand beyond the boundaries of Hancock, Harrison, Jackson, Pearl River, Stone and George Counties; and

WHEREAS, these funds are provided for assistance to local units of government, nongovernmental organizations, institutions of higher learning, community colleges, ports, airports, public-private partnerships, private for-profit entities, private nonprofit entities and local economic development entities; and

WHEREAS, MDA is authorized to administer the Gulf Coast Restoration Fund monies upon appropriation by the Legislature; and

WHEREAS, pursuant to Section 20 of Senate Bill 2951 2021 Regular Session of the Mississippi Legislature, the Legislature appropriated Two Million, One Hundred Thousand Dollars ($2,100,000) to assist the City of Gulfport with its Flood Control and/or Drainage for the Forest Heights Project; and

WHEREAS, pursuant to Section 2 of Senate Bill 3049 2022 Regular Session of the Mississippi Legislature, the Legislature reappropriated Two Million, One Hundred Thousand Dollars ($2,100,000) to assist the City of Gulfport with its Flood Control and/or Drainage for the Forest Heights Project; and

WHEREAS, pursuant to Section 3 of Senate Bill 3047 2023 Regular Session of the Mississippi Legislature, the Legislature reappropriated Two Million, One Hundred Thousand Dollars ($2,100,000) to assist the City of Gulfport with its Flood Control and/or Drainage for the Forest Heights Project; and

WHEREAS, pursuant to the Gulf Coast Restoration Fund Act, Section 57-119, Mississippi Code of 1972, as amended, and the Gulf Coast Restoration Fund Regulations (the "Regulations") adopted by MDA, the Entity has filed an application (the "Application") with MDA for a grant to be used for the development of the Project, more particularly described in Item 2A of Annex A (the "Project"); and

WHEREAS, based upon the Application and other relevant factors, MDA has agreed to provide the Entity with a grant under the Gulf Coast Restoration Fund in the amount set forth in Item 3 of Annex A (the "Grant") under the terms and conditions set forth in Item 4 of Annex A, in order to fund, in part, and develop the Project; and

WHEREAS, in order to receive any funds, the Entity shall comply with the requirements of the Line-Item Appropriation Transparency Act, Section 27-104-351, Mississippi Code of 1972, as amended; and

WHEREAS, the Entity has committed to use the Grant funds for the Project; and

WHEREAS, the Project satisfies the provisions of the Gulf Coast Restoration Fund and the Regulations; and

WHEREAS, the parties hereto agree that it is necessary to provide for and demonstrate compliance with the provisions of the Act;

NOW, THEREFORE, KNOW ALL PERSONS BY THESE PRESENTS, that the parties hereto intend to be legally bound hereby and in consideration of the mutual covenants hereinafter contained do hereby agree as follows:

Section 1. Grant. MDA hereby agrees to make to the Entity and the Entity hereby agrees to accept from MDA a Grant pursuant and subject to the terms of this Agreement and the Gulf Coast Restoration Fund as set forth in Annex A. The Entity hereby agrees that it will apply the proceeds of the Grant only to the costs of the Project as more fully described in the Application. The Grant shall be disbursed by MDA to the Entity in installments as provided in this Agreement pursuant to Item 4 of Annex A. MDA's obligation to make the Grant and to disburse the Grant in installments shall be subject to all of the terms and conditions of this Agreement and the Entity satisfying all of its obligations under this Agreement and the Gulf Coast Restoration Fund.

Section 2. Disbursements. The obligation of MDA to make any disbursement of the Grant shall be subject to the following conditions, as well as any others herein set forth:

a. the Entity shall not be in default under this Agreement or the Gulf Coast Restoration Fund; and

b. funds appropriated by the Mississippi Legislature; and

c. the development of the Project shall have progressed at a rate and in a manner reasonably satisfactory to MDA; and

d. the receipt by MDA of a certificate of a representative of the Entity in the form set forth in Section 3 hereof and the notice required of the Entity set forth in Section 4 hereof for such disbursement in a form satisfactory to MDA. If the Entity fails at any time to meet the conditions precedent to any disbursement of the Grant as specified in the preceding sentence, the obligation of MDA to make further disbursements in connection with the grant shall cease until such time as such condition precedent is met and satisfied. The parties hereto agree that disbursements by MDA to the Entity of the Grant shall be made by June 30, 2024. Any portion of the grant funds not disbursed before June 30, 2024 will be subject to reappropriation by the Legislature in subsequent years until the project is complete.

Section 3. Conditions. A condition precedent to all disbursements of the Grant shall be the delivery of a certificate of a representative of the Entity to the effect that:

a. to the best of its knowledge, the representations and warranties of the Entity contained in this Agreement are true and correct as of the date of the disbursements with the same effect as if made on the date of such disbursements; and

b. this Agreement has been duly authorized, executed and delivered by the Entity and constitutes a legal, valid and binding obligation of the Entity enforceable in accordance with its terms, except as such enforceability may be limited by bankruptcy, reorganization, insolvency, moratorium or other laws affecting creditors' rights generally and except to the extent that the enforceability of the rights set forth herein may be limited by the availability of any particular remedies; and

c. this Agreement has not been amended or supplemented or modified since the date of its execution and remains in full force and effect as of the date of the disbursement; and

d. the authorization, execution and delivery of this Agreement by the Entity, and compliance by the Entity with the provisions hereof, will not conflict with or constitute a breach or default of the Entity's duties hereunder or under any law, administrative regulation, court decree, resolution, charter, bylaw or other agreement to which the Entity is subject or by which it is bound; and

e. there is no action, suit, proceeding or investigation at law or in equity before or by any court or governmental agency or body pending or, to the best of its knowledge, after reasonable investigation and due inquiry, threatened against the Entity in any way contesting or affecting the validity of this Agreement or contesting the powers of the Entity to enter into or perform its obligations under this Agreement.

Section 4. Requisitions. A condition precedent to all disbursements of the Grant shall be the presentation to the State Treasurer of a warrant issued by the Department of Finance and Administration of the State or its successor to such duties, which warrant shall be issued under proper requisition signed by the Executive Director of MDA, all pursuant to Section 57-119-1(1). Warrants may only be issued for costs and expenses that are authorized by the Gulf Coast Restoration Fund and the Regulations. No requisition shall be executed by the Executive Director of MDA until the following shall have been satisfied:

a. The Entity shall have provided MDA with reasonable written notice of the amount of the Grant disbursement requested by the Entity. Such notice shall contain all information necessary to enable MDA to

prepare the requisition for a warrant described in this Section 4 including, without limitation, the name and title of the requesting representative of the Entity, the name of the party to be reimbursed and a description of the work product or service. In addition, such notice shall certify that the amount requested is the just amount due at the current time, is for a work product or service which has heretofore been delivered or performed and that all statutory requirements in connection with the acquisition of such work product or service have been complied with by the Entity; and

b. The Entity must provide quarterly reports on the approved reporting form provided by MDA, due January 15, April 15, July 15 and October 15 on the status of the project. The report must include a written description and an itemized report detailing the expenditure of funds or the intended expenditure of any funds that have not been spent; and

c. The Entity must provide proof of all non-grant funds expended on the project to ensure that GCRF funds are proportionately spent in relation to the total project cost share outlined in the Application; and

d. MDA shall have indicated in writing its approval of the request for the Grant disbursement; and

e. Disbursement of any funds shall be contingent upon the Entity complying with the quarterly reporting requirements; and

f. A final written itemized report on the approved form provided by MDA must be timely submitted when all state funds have been spent.

Section 5. Representations of MDA. MDA makes the following representations as the basis for the undertakings on the part of the Local Sponsor herein contained:

a. MDA is an agency of the State and is authorized pursuant to the provisions of the Gulf Coast Restoration Fund and the Regulations to enter into the transactions contemplated by this Agreement.

b. MDA has full power and authority to enter into the transactions contemplated by this Agreement and to carry out its obligations hereunder.

c. MDA has been duly authorized to execute and deliver this Agreement and by proper action has duly authorized the execution and delivery hereof and as to MDA, this Agreement is valid and legally binding and enforceable in accordance with its terms except to the extent that the enforceability thereof may be limited:

(1) by bankruptcy, reorganization, or other similar laws limiting the enforceability of creditors' rights generally; or

(2) by the availability of any discretionary equitable remedies.

Section 6. Representations of the Entity. The Entity makes the following representations as a basis for the Grant and the undertakings on the part of MDA, herein contained:

a. The Entity has all necessary power and authority to enter into and perform its duties under this Agreement and, when executed and delivered by the respective parties hereto, this Agreement will constitute a legal, valid and binding obligation of the Entity enforceable in accordance with its terms except to the extent that the enforceability of the rights set forth herein may be limited:

(1) by bankruptcy, reorganization, insolvency, moratorium or other laws affecting creditors' rights generally

(2) by the validity of any particular remedy.

b. The execution and delivery of this Agreement and compliance with the provisions hereof will not conflict with, or constitute a breach of or default under, the Entity's duties under any law, administrative regulation, court decree, resolution, charter, bylaws or other agreement to which the Entity is subject or by which it is bound.

c. There is no consent, approval, authorization or other order of, filing with, or certification by, any regulatory authority having jurisdiction over the Entity required for the execution, delivery or the consummation by the Entity of any of the transactions contemplated by this Agreement and not already obtained.

d. There is no action, suit proceeding or investigation at law or in equity before or by any court or governmental agency or body pending or, to the best knowledge of the Entity, after reasonable investigation and due inquiry, threatened against the Entity in any way contesting or affecting the validity of this Agreement or contesting the powers of the Entity to adopt, enter into or perform its obligations under this Agreement or materially and adversely affecting the properties or condition (financial or otherwise) or existence or powers of the Entity.

e. The Entity will not discriminate against any employee or any applicant for employment because of race, religion, color, national origin, sex or age.

f. The Entity shall comply with the terms and provisions of this Agreement and the Act and specifically with the terms set out in Item 4 of Annex A.

g. The Entity certifies that all of the material information contained in the Application is true and correct as of the date of the Application and the date of this Agreement. The Entity acknowledges that MDA, in making the Grant, is relying upon the truthfulness and correctness of the material information contained in the Application. The Entity further acknowledges that MDA must account for the proper use of funds based on the information in the Application.

h. The Entity acknowledges that MDA will recover any expended grant funds if the assistance provided was based upon fraudulent information or if the recipient of the assistance fails to meet the performance requirements established by the Entity and MDA and referenced in the Annex A.

i. The Entity represents and warrants that it will further the purposes of the Act.

j. Upon request of the MDA or the Office of the State Auditor, the Entity will provide reasonable verification of its compliance with the performance metrics as set out in Annex A. Additionally, the Entity will cooperate fully with MDA and/or the Office of the State Auditor in performing audits from time to time to determine the Entity's compliance with the provision of this Agreement. The Entity further agrees that MDA and/or the Office of the State Auditor shall have the right to inspect books, records, plans and other data related to the Project.

k. The Entity shall follow General Auditing Standards for financial and other record retention requirements.

l. The Entity shall comply with the following requirements and responsibilities: enroll in the E-Verify program; display the E-Verify participation posters (English & Spanish) in prominent places that are visible to prospective employees and all employees who are to be verified through the system; comply with the most recent version of the E-Verify Manual; comply with current Form I-9 procedures; initiate E-verify verification procedures for new employees within three (3) business days after each employee has been hired, and record the case verification numbers on the employee's Form I-9 or print the screen containing the verification number and attach it to the employee's Form I-9.

m. Neither this Agreement, nor the incorporated Application, nor any other document or instrument delivered to MDA by the Company related to this Agreement contains any untrue statement of a material fact or omits to state a material fact necessary in order to make the statements contained herein or therein, in light of the circumstances under which they were made, not misleading. The Company has disclosed, in writing, to MDA all facts that might reasonably be expected to result in a material adverse effect upon the Company's ability to either conduct its business or to carry out this Agreement and the transactions contemplated hereby. The Company or its agents have not knowingly or willfully made or used a document or writing containing any false, fictious, or fraudulent statement or entry as part of its Application or correspondence or communication with MDA related to this Agreement.

n. The Entity shall notify the members of the House of Representatives and Mississippi Senate at least five (5) days prior to a public ceremony announcing the award of the grant in their district or any public announcement or ceremony regarding the groundbreaking or opening of a facility, roadway or bridge using grant funds.

o. The Entity will include the following language on signage regarding any public event or any new facility, roadway or bridge: "Funds were made available for this project by the Mississippi State Legislature."

Section 8. Termination.

a. MDA may terminate its obligation to honor any disbursement of the Grant at any time prior to any disbursement of the Grant if any event occurs, which would constitute a default under this Agreement.

b. It is expressly understood and agreed that the obligation of MDA to proceed under this Agreement is conditioned upon the appropriation of funds by the Mississippi Legislature and the receipt of state funds. If the funds anticipated for the continuing fulfillment of the agreement are, at any time, not forthcoming or insufficient, or if funds are not otherwise available to MDA, then MDA shall have the right upon ten (10) working days written notice to the Entity to terminate this Agreement without damage, penalty, cost or expense to MDA of any kind whatsoever. The effective date of termination shall be specified in the notice of termination.

Section 9. Notice Addresses. All notices given pursuant to this Agreement shall be in writing signed by the party giving the notice and shall be given by:

a) certified mail, postage prepaid;

b) prepaid overnight delivery; or

c) hand delivery.

For the purposes of this Agreement, notices shall be sent to the parties at the addresses set forth on Item 5 of Annex A hereto or to such other addresses that the parties may designate in writing.

Section 10. Miscellaneous.

a) No party may assign or delegate its rights or obligations pursuant to this Agreement without the prior written consent of the other parties. Such consent shall not be unreasonably withheld.

b) This Agreement has been made by MDA (acting for and on behalf of the State) and the Entity, and no person other than the foregoing and their successors or assigns shall acquire or have any right under or by virtue of this Agreement.

c) This Agreement shall become effective upon the execution and the acceptance hereof by the parties hereto and shall be valid and enforceable from and after the time of such execution and acceptance.

d) If any section or part of a section of this Agreement shall be declared null and void or unenforceable against any of the parties hereto by any court of competent jurisdiction, such declaration shall not affect the validity or enforceability of any other section or part of a section of this Agreement.

e) In the event any agreement contained in this Agreement shall be breached and such breach shall thereafter be waived, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

f) This Agreement shall inure to the benefit of MDA and the Entity and shall be binding upon MDA and the Entity and their respective successors and assigns.

g) This Agreement, and all claims or causes of action (whether in contract, tort or statute) that may be based upon, arise out of or relate to this Agreement, or the negotiation, execution or performance of this Agreement (including any claim or cause of action based upon, arising out of or related to any representation or warranty made in or in connection with this Agreement or as an inducement to enter into this Agreement), shall be governed by, and enforced in accordance with, the internal laws of the State of Mississippi, including its statutes of limitation and without regard to conflict of law principles.

All disputes regarding this Agreement, and all claims or causes of action (whether in contract, tort or statute) that may be based upon,

arise out of or relate to this Agreement, or the negotiation, execution or performance of this Agreement (including any claim or cause of action based upon, arising out of or related to any representation or warranty made in or in connection with this Agreement or as an inducement to enter into this Agreement), must be brought or filed in state court in the First Judicial District of Hinds County, Mississippi, which shall be the exclusive forum and jurisdiction for such disputes.

The Parties agree that their choice of laws and exclusive forum set forth above are mandatory and shall not be deemed permissive.

h) This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original; but such counterparts shall together constitute but one and the same agreement.

i) It is expressly understood and agreed by and between the Parties that this Agreement sets out the understandings between the Parties and that there are no promises, agreements, conditions, understandings, inducements, warranties or representations, either oral or written, express or implied, between them other than as set forth in this Agreement. No amendment, change, modification, or alteration of this Agreement shall be made other than pursuant to a written instrument signed by the parties to this Agreement.

j) This Agreement has been prepared by the efforts of all the parties. In any construction to be made to this Agreement, it shall not be construed against any party on the basis of authorship.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year first above written.

MISSISSIPPI DEVELOPMENT AUTHORITY (ACTING FOR AND ON BEHALF OF THE STATE OF MISSISSIPPI)

By: _____
Laura Hipp, Deputy Executive Director

ATTEST:

_____
Sarah Wright, Bureau Manager

CITY OF GULFPORT

By: _____
Mayor Billy Hewes

ATTEST:

_____
Title: _____

Annex A
to
Second Amended and Restated Grant Agreement

Item 1- **Name of Entity:** City of Gulfport

Item 2A- **Description of Project:** Gulf Coast Restoration Funds to be used to assist the City of Gulfport with flood control and drainage costs and other eligible expenditures as approved by MDA at the approved project site located at the Forest Heights subdivision within the Turkey Creek Basin in Gulfport, Harrison County, Mississippi ("Project Site"). Internal labor will not be reimbursable.

Item 2B- **Soft Cost Expenses:** Engineering, Architectural, Project Management and other soft costs shall not exceed 10% of this MDA grant amount. Any amount above 10% will be allowed to count toward the local match for the project as a whole.

Item 3- **Grant Amount:** $2,100,000

Item 4- **Grant Terms and Conditions**

MDA will approve and make available for reimbursement purposes grant funds in an amount not to exceed Two Million, One Hundred Thousand Dollars ($2,100,000) which amount has been previously approved and allocated with respect to the Project from the Gulf Coast Restoration Fund for the reimbursement of a portion of costs and expenses related to the Project. All documentation for disbursement must be received by June 30, 2024. Any grant funds not disbursed before June 30, 2024 will be subject to reappropriation by the Legislature in subsequent years until the project is complete.

The disbursement of grant funds shall be contingent upon the entity complying with the quarterly reporting requirements. No funds will be disbursed by MDA until the Entity has submitted all delinquent quarterly reports.

The Entity commits and warrants that an investment of at least Four Million, Seven Hundred Thousand Dollars ($4,700,000) in local funds and will allocate a Twelve Million, Five Hundred Thousand Dollar ($12,500,000) federal US Army Corps of Engineer grant for a total of Seventeen Million, Two Hundred Thousand Dollars ($17,200,000) to incentivize the development of the project.

Item 5- **Grant Performance Metrics**

The Entity commits to meet the following performance metrics as determined by the Entity and MDA: (1) The Entity will complete the design and permitting for the project by June 30, 2024; and (2) The Entity will complete the project by June 30, 2026 ("Performance Metric Commitments"). In the event that the Entity fails to satisfy the Performance Metric Commitment, then the Entity shall repay the State any expended grant funds.

MDA shall provide the Entity with written notice of default and the Entity will be given thirty (30) days following receipt of such notice to cure such default prior to the default payment becoming due and owing.

Item 6- **Address Notice:**

Mississippi Development Authority
Post Office Box 849
Jackson, Mississippi 39205
Attention: Financial Resources

City of Gulfport
Post Office Box 1780
Gulfport, Mississippi 39502
Attention: Mayor Billy Hewes

ACKNOWLEDGMENT OF MISSISSIPPI DEVELOPMENT AUTHORITY

STATE OF MISSISSIPPI)
) **ss:**
COUNTY OF HINDS)

Personally appeared before me, the undersigned authority in and for the said county and state, on this the 12th day of September, 2023, within my jurisdiction, the within named Laura Hipp who acknowledged she is the Deputy Executive Director, of the Mississippi Development Authority and that for and on behalf of said Department and as its act and deed, she executed the above and foregoing instrument, after first having been duly authorized by said Department so to do.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE, this the 12th day of September, 2023.

Kay L. Troxler
Notary Public

My Commission Expires:

July 15, 2026

[S E A L]

ACKNOWLEDGMENT OF ENTITY

STATE OF MISSISSIPPI)
) **ss:**
COUNTY OF Harrison)

Personally appeared before me, the undersigned authority in and for the said county and state, on this the 9 day of August, 2023, within my jurisdiction, the within named Billy Hewes, who acknowledged he/she is the Mayor, of City of Gulfport, Mississippi, and that for and on behalf of said City of Gulfport, Mississippi, and as its act and deed, they executed the above and foregoing instrument, after first having been duly authorized by said City of Gulfport, Mississippi so to do.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE, this the 9 day of August, 2023.

Notary Public

My Commission Expires:

September 30, 2025

[S E A L]

STATE OF MISSISSIPPI
RASHIDA T BELL
ID NO 92077
Commission Expires
09/30/2025
NOTARY PUBLIC
JACKSON COUNTY

State of Mississippi

TATE REEVES
Governor

MISSISSIPPI DEVELOPMENT AUTHORITY

received 10/4

September 18, 2023

Mayor Billy Hewes
City of Gulfport
Post Office Box 1780
Gulfport, Mississippi 39502

RE: City of Gulfport – Flood Control and/or Drainage for the Forest Heights Project – GCRF Second Amended and Restated Grant Agreement

Dear Mayor Hewes,

Enclosed is a fully executed and notarized amended grant agreement relative to the above-mentioned GCRF grant. Please keep a copy of the agreement for your records.

The grant funds will be disbursed on a reimbursement or services-rendered basis. The request for payment form, along with original invoices and copies of checks showing proof of payment, must be submitted to MDA each time funds are needed. Please note that section 2 of the grant agreement stipulates that all documentation for disbursements must be received by **June 30, 2024.**

If you have any questions regarding the next steps or if you need additional information beyond the instructions already provided, please contact me at (601) 359-2058 or swright@mississippi.org, respectively.

Sincerely,

Sol Wright

Sarah Wright
Bureau Manager
Financial Resources Division

Enclosures

MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY
MISSISSIPPI MUNICIPALITY AND COUNTY WATER INFRASTRUCTURE GRANT

STATE OF MISSISSIPPI **MDEQ AGREEMENT NO. 149-2-CW-5.5**
COUNTY OF HINDS

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:

REPORTING PERIOD	DEADLINE
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.mswaterinfrastructue.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]

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[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.

MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY
MISSISSIPPI MUNICIPALITY AND COUNTY WATER INFRASTRUCTURE GRANT

STATE OF MISSISSIPPI **MDEQ AGREEMENT NO. 156-2-CW-5.5**
COUNTY OF HINDS

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:

REPORTING PERIOD	DEADLINE
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.

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[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.mswaterinfrastructue.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 **MDEQ AGREEMENT NO. 150-2-CW-5.5**
COUNTY OF HINDS

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:

REPORTING PERIOD	DEADLINE
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 **MDEQ AGREEMENT NO. 154-2-CW-5.5**
COUNTY OF HINDS

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:

REPORTING PERIOD	DEADLINE
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.mswaterinfrastructue.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.

MEMORANDUM – CITY OF GULFPORT

Date: **OCTOBER 24, 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:**

WARD 2

Parcel 1: 0911A-01-013.001. Com At Inter Of N Line Of Fract Sec 1 & E Mar Of Courthouse Rd E Along Sec Line 519 Ft S 4 Dgs E 313.6 Ft S 73 Dgs W 175 Ft To Pob S 3 Dgs E 83.4 Ft S 80 Dgs W 83.2 Ft N 74.4 Ft N 75 Dgs E 76.6 Ft To Pob Part Of Nw 1/4 Of Ne 1/4 Of Sec 1-8-11. Property Located At 328 Courthouse Rd Bldg. For Violation Of Remove/Haul Off Trash & Debris, Remove Or Repair & Legally Tag, Remove Clutter And Debris, Remove/Relocate Rec Vehicle. Nelson Stephan & Smith Angela M Case: 11926

Parcel 2: 0910P-02-054.000. Lot 28 Blk 7 Wood Glen Subd Sec 4. Property Located At 226 Forest Ct. For Violation Of Remove/Haul Off Trash & Debris, Make Necessary Repairs, Remove Clutter And Debris. Galloway David Baker & Britton Lane Case: 12148

Parcel 3: 0911B-02-027.000. - Life Estate -1483/91- Lots 13 & 14 Blk 2 Gulf View Add Sec 1-8-11. Property Located At Arkansas Ave. For Violation Of Remove Objects. Mcghee Robert E & Mary G -L/E- Case: 12192

WARD 3

Parcel 4: 0911D-01-016.000. Lots 1 To 4 Blk 17 Grasslawn. Property Located At 719 27th St. For Violation Of Remove Or Repair & Legally Tag, Park In Approved Location, Remove/Relocate Storage Struct. Caviness Karen Cammon Case: 11686

Parcel 5: 0910M-03-032.000. Lots 8 - 10 Blk 23 Myrtle Resurvey. Property Located At 2817 5th Ave. For Violation Of Remove/Haul Off Trash & Debris, Correct Unsanitary Condition, Remove Clutter And Debris. Linker Christina Case: 12411

WARD 5

Parcel 6: 0808I-02-035.000. Lot 13 Dean Subd.. Property Located At 101 Terri Rd. For Violation Of Remove/Haul Off Trash & Debris, Remove Or Repair & Legally Tag, Park In Approved Location, Remove Clutter And Debris, Remove/Relocate Utl Trailer. Reese Alaric & Adrienne F Case: 12193

Parcel 7: 0808O-02-110.000. Lot 113 Bel-Aire Subd 7th Add. Property Located At 126 Ralph Dr. For Violation Of Make Necessary Repairs, Repair, Maintenance Or Remove, Park In Approved Location, Remove Clutter And Debris, Remove/Discard Used Appliances. Dedeaux Jim J & Lula M Case: 12211

Parcel 8: 0908N-01-104.000. E 20 Ft Of Lot 16 & All Lot 17 & W 10 Ft Of Lot 18 Blk 15 North Bayou Suburb. Property Located At 2405 Woolmarket St. For Violation Of Cut & Clean The Property, Remove Weeds, Vines, Limbs, Tr, Remove/Haul Off Trash & Debris, Remove Or Repair & Legally Tag, Make Necessary Repairs. Potts Amy Elizabeth Case: 12220

Parcel 9: 0908N-02-038.000. Lot 28 Loren D Heights Phase 1. Property Located At 508 Franklin Ave. For Violation Of Remove Or Repair & Legally Tag. Reynolds Shermaine D Case: 12221

Parcel 10: 0808J-01-073.000. Lot 16 Kerns Add To Bel-Aire Subd Part 4. Property Located At 107 Legg Dr. For Violation Of Make Necessary Repairs. Givens Markques Case: 12378

Parcel 11: 0808K-01-045.000. Lot 13 Blk 5 Bel-Aire Subd 1st Add. Property Located At 104 Estes St. For Violation Of Remove Or Repair & Legally Tag. Mccullough Doyle B & Crystal L Case: 12398

WARD 6

Parcel 12: 0808J-04-035.000. Lot 18 Blk 5 Kerns Add To Bel Aire Subd Part 3. Property Located At 109 Clarence Dr. For Violation Of Remove/Haul Off Trash & Debris, Remove Or Repair & Legally Tag, Remove Clutter And Debris, Remove Clutter From Carport, Remove/Relocate Utl Trailer, Remove Oversized Vehicle. Jasper Richard T Case: 12791

Parcel 13: 0808H-02-047.000. Lot 41 Olivet Subdivision 1st Add. Property Located At 328 Tandy Dr. For Violation Of Remove/Haul Off Trash & Debris, Remove Prohibited Items, Remove Clutter And Debris, Remove/Relocate Utl Trailer. McCaskill Cedric Case: 11938

Parcel 14: 0908E-01-019.000. Lot 16 Reservation Estates Subd Sec 1. Property Located At 106 Running Deer Dr. For Violation Of Remove/Haul Off Trash & Debris, Remove Clutter And Debris. Thompson James F Case: 12158

Parcel 15: 0808H-03-051.000. Lot 185 Olivet Subdivision. Property Located At 116 Olivet Dr. For Violation Of Remove/Haul Off Trash & Debris, Park In Approved Location, Remove Clutter And Debris, Remove/Relocate Rec Vehicle. Tran Sang Van & Bich Ngoc N Case: 12176

Parcel 16: 0908O-03-029.000. Lot 171 Less N 32.5 Ft Loren D Heights Phase IV. Property Located At 2549 West David Dr. For Violation Of Make Necessary Repairs. Englebretsen Mitsuko Case: 12183

Parcel 17: 0907P-01-021.001. S 1/2 Of Lot 11 Blk 2 Rolling Acres Subd 116.9 X 245 On Bonnie St. Property Located At 13210 Bonnie St. For Violation Of Remove/Haul

Off Trash & Debris, Remove Clutter And Debris. American Credit Corp Of MS LLC Case: 12228

WARD 7

Parcel 18: 0707H-03-030.000. Lot 18 Blk 2 Westwood Hills Sec 1. Property Located At 16486 Heatherwood Dr. For Violation Of Park In Approved Location. Cummings Dennis A Case: 12155

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

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

September 7, 2023

NELSON STEPHAN M & SMITH ANGELA M
328 COURTHOUSE RD BLDG
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: 0911A-01-013.001
328 COURTHOUSE RD BLDG

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
INOPERABLE VEHICLE, IPMC 302.8		REMOVE OR REPAIR & LEGALLY TAG
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,
Candace Gemmill

Candace Gemmill
City of Gulfport Code Official

Case Number: 11926

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

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

September 7, 2023

NELSON STEPHAN M & SMITH ANGELA M
22 TIMBER LANE
GULFPORT, MS 39507

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

Reference: Tax Parcel Number: 0911A-01-013.001
328 COURTHOUSE RD BLDG

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
INOPERABLE VEHICLE, IPMC 302.8		REMOVE OR REPAIR & LEGALLY TAG
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.

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Respectfully yours,
Candace Gemmill

Candace Gemmill
City of Gulfport Code Official

Case Number: 11926

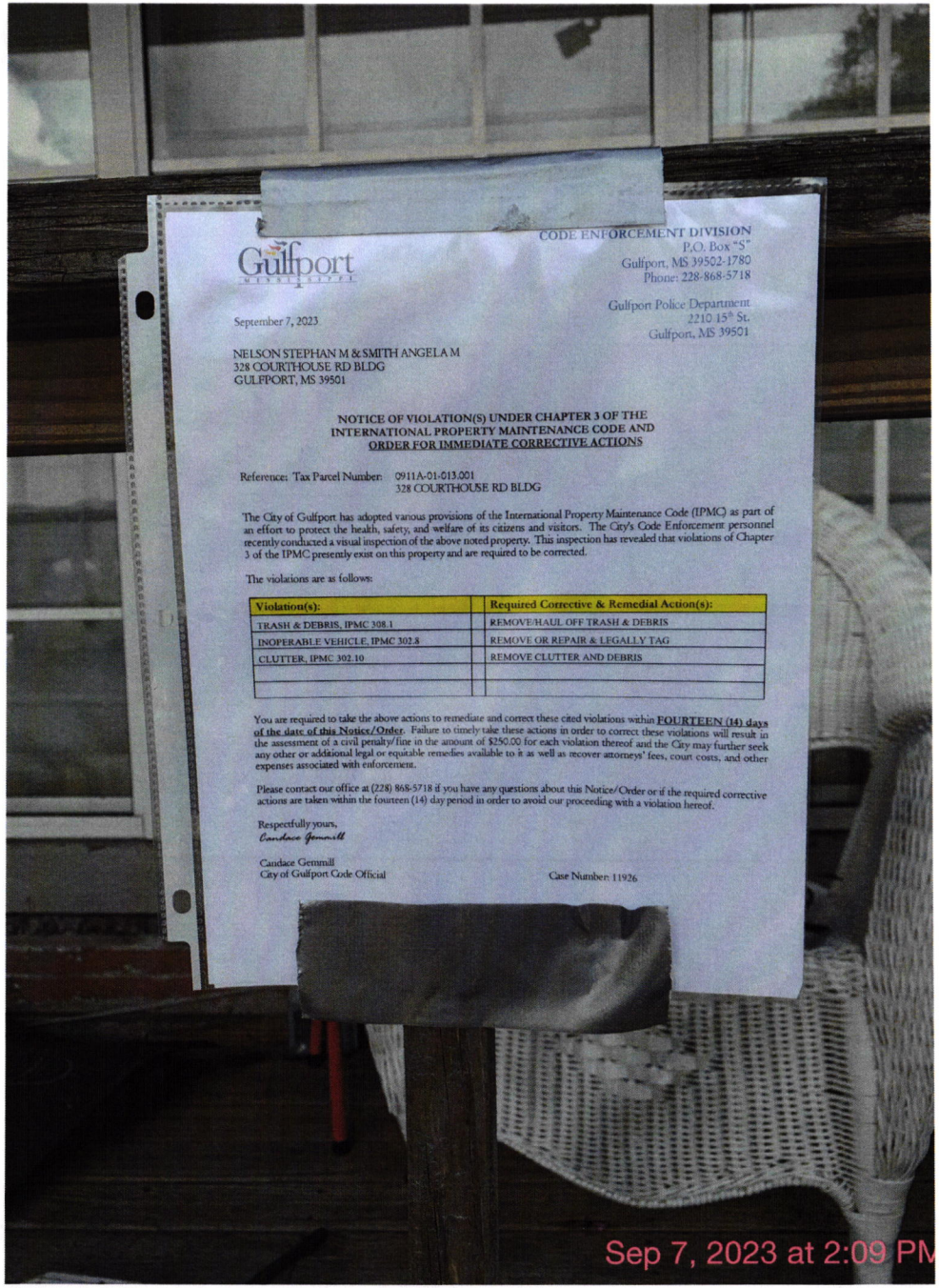
530i
TAHOE
CHEVR
BAYSIDE
Sep 7, 2023 at 9:56 AM

Sep 7, 2023 at 9:56 AM

CHEVROLET
Sep 7, 2023 at 9:56 AM

CHEVROLET
Sep 7, 2023 at 9:56 AM

Sep 7, 2023 at 2:09 PM


Gulfport
MISSISSIPPI
CODE ENFORCEMENT DIVISION
P.O. Box "S"
Gulfport, MS 39502-1780
Phone: 228-868-5718
Gulfport Police Department
2210 15th St.
Gulfport, MS 39501
September 7, 2023
NELSON STEPHAN M & SMITH ANGELA M
328 COURTHOUSE RD BLDG
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: 0911A-01-013.001
328 COURTHOUSE RD BLDG
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The violations are as follows:
Violation(s):
Required Corrective & Remedial Action(s):
TRASH & DEBRIS, IPMC 308.1
REMOVE/HAUL OFF TRASH & DEBRIS
INOPERABLE VEHICLE, IPMC 302.8
REMOVE OR REPAIR & LEGALLY TAG
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,
Candace Gemmill
Candace Gemmill
City of Gulfport Code Official
Case Number: 11926
Sep 7, 2023 at 2:09 PM

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

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

October 20, 2023

GALLOWAY DAVID BAKER & BRITTON LANE
226 FOREST CT
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: 0910P-02-054.000
226 FOREST CT

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
EXT MAINTENANCE, IPMC 304.1		MAKE NECESSARY REPAIRS
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.

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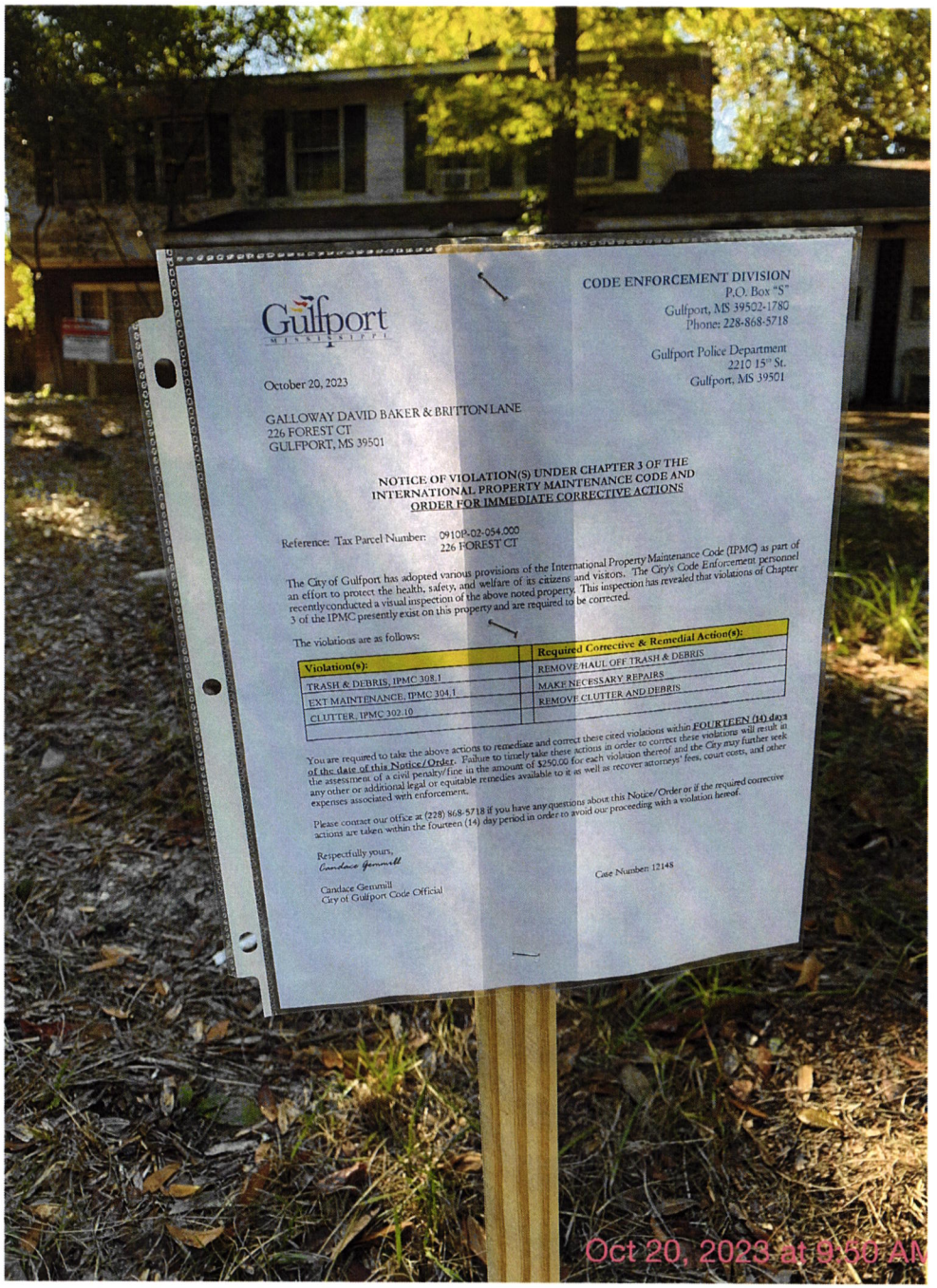
Respectfully yours,
Candace Gemmill

Candace Gemmill
City of Gulfport Code Official

Case Number: 12148



Gulfport
MISSISSIPPI

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

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

October 20, 2023

GALLOWAY DAVID BAKER & BRITTON LANE
226 FOREST CT
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: 0910P-02-054.000
226 FOREST CT

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
EXT MAINTENANCE, IPMC 304.1	MAKE NECESSARY REPAIRS
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,
Candace Gemmill

Candace Gemmill
City of Gulfport Code Official

Case Number: 12148

Oct 20, 2023 at 9:50 AM

NO TRESPASSING
THIS AREA IS A DESIGNATED CONSTRUCTION SITE.
Oct 20, 2023 at 9:49 AM

Oct 20, 2023 at 9:49 AM

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

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

October 18, 2023

MCGHEE ROBERT E & MARY G -L/E-
22 54TH 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: 0911B-02-027.000
ARKANSAS 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):
IMPROPER STORAGE ON VACANT LOT		REMOVE OBJECTS

You are required to take the above actions to remediate and correct these cited violations within **FOURTEEN (10) 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,
Candace Gemmill

Candace Gemmill
City of Gulfport Code Official

Case Number: 12192

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

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

October 18, 2023

MCGHEE ROBERT E & MARY G -L/E-
0 ARKANSAS AVE
GULFPORT, MS 39507

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

Reference: Tax Parcel Number: 0911B-02-027.000
ARKANSAS 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):
IMPROPER STORAGE ON VACANT LOT		REMOVE OBJECTS

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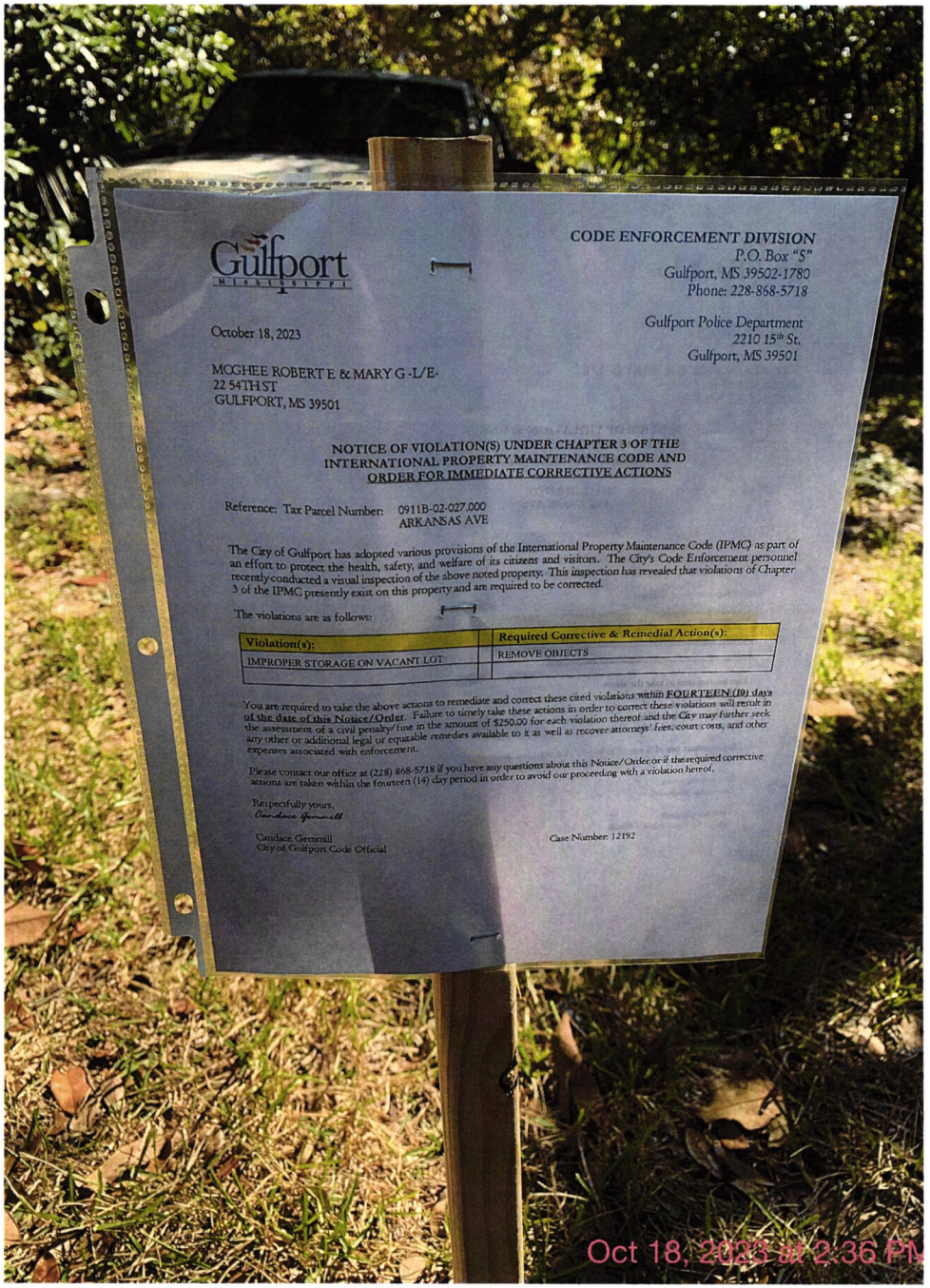
Please contact our office at (228) 868-5718 if you have any questions about this Notice/Order or if the required corrective actions are taken within the fourteen (14) day period in order to avoid our proceeding with a violation hereof.

Respectfully yours,
Candace Gemmill

Candace Gemmill
City of Gulfport Code Official

Case Number: 12192

Oct 18, 2023 at 2:36 PM


Gulfport
MISSISSIPPI
CODE ENFORCEMENT DIVISION
P.O. Box "S"
Gulfport, MS 39502-1780
Phone: 228-868-5718
Gulfport Police Department
2210 15th St.
Gulfport, MS 39501
October 18, 2023
MCGHEE ROBERT E & MARY G -L/E-
22 54TH 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: 0911B-02-027.000
ARKANSAS 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): IMPROPER STORAGE ON VACANT LOT
Required Corrective & Remedial Action(s): REMOVE OBJECTS
You are required to take the above actions to remediate and correct these cited violations within FOURTEEN (10) 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,
Candace Gemmill
Candace Gemmill
City of Gulfport Code Official
Case Number: 12192
Oct 18, 2023 at 2:36 PM

Oct 18, 2023 at 2:34 PM

Oct 18, 2023 at 2:34 PM

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

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

September 28, 2023

CAVINESS KAREN CAMMON
719 27TH 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: 0911D-01-016.000
719 27TH ST

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):
INOPERABLE VEHICLE, IPMC 302.8		REMOVE OR REPAIR & LEGALLY TAG
IMPROPER RESIDENTIAL PARKING		PARK IN APPROVED LOCATION
IMPROPER STORAGE, SEC IV (3)		REMOVE/RELOCATE STORAGE STRUCTURE (STORAGE CONTAINERS CANNOT BE STORED ON PROPERTY)

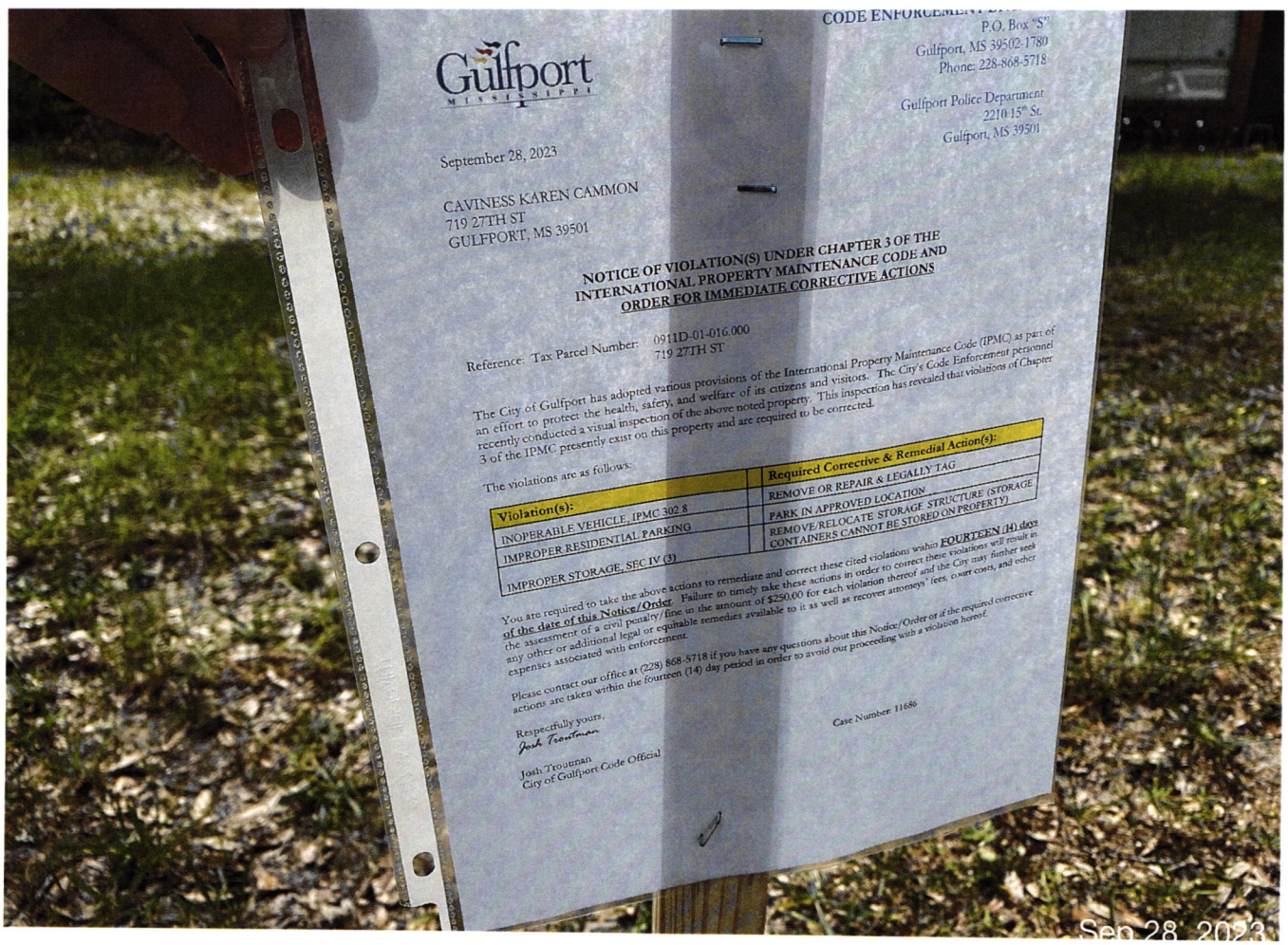
You are required to take the above actions to remediate and correct these cited violations within **FOURTEEN (14) days of the date of this Notice/Order**. Failure to timely take these actions in order to correct these violations will result in the assessment of a civil penalty/fine in the amount of $250.00 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: 11686



Gulfport
MISSISSIPPI

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

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

September 28, 2023

CAVINESS KAREN CAMMON
719 27TH 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: 0911D-01-016.000
719 27TH ST

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):
INOPERABLE VEHICLE, IPMC 302.8	REMOVE OR REPAIR & LEGALLY TAG
IMPROPER RESIDENTIAL PARKING	PARK IN APPROVED LOCATION
IMPROPER STORAGE, SEC IV (3)	REMOVE/RELOCATE STORAGE STRUCTURE (STORAGE CONTAINERS CANNOT BE STORED ON PROPERTY)

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.

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Respectfully yours,
Josh Troutman

Josh Troutman
City of Gulfport Code Official

Case Number: 11686

Sep 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

October 6, 2023

LINKER CHRISTINA
2415 DEMARET DR
GULFPORT, MS 39507

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

Reference: Tax Parcel Number: 0910M-03-032.000
2817 5TH 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
UNSANITARY CONDITION, IPMC 302		CORRECT UNSANITARY CONDITION
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.

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Respectfully yours,
Josh Troutman

Josh Troutman
City of Gulfport Code Official

Case Number: 12411

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

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

October 6, 2023

LINKER CHRISTINA
2817 5TH 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: 0910M-03-032.000
2817 5TH 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
UNSANITARY CONDITION, IPMC 302		CORRECT UNSANITARY CONDITION
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.

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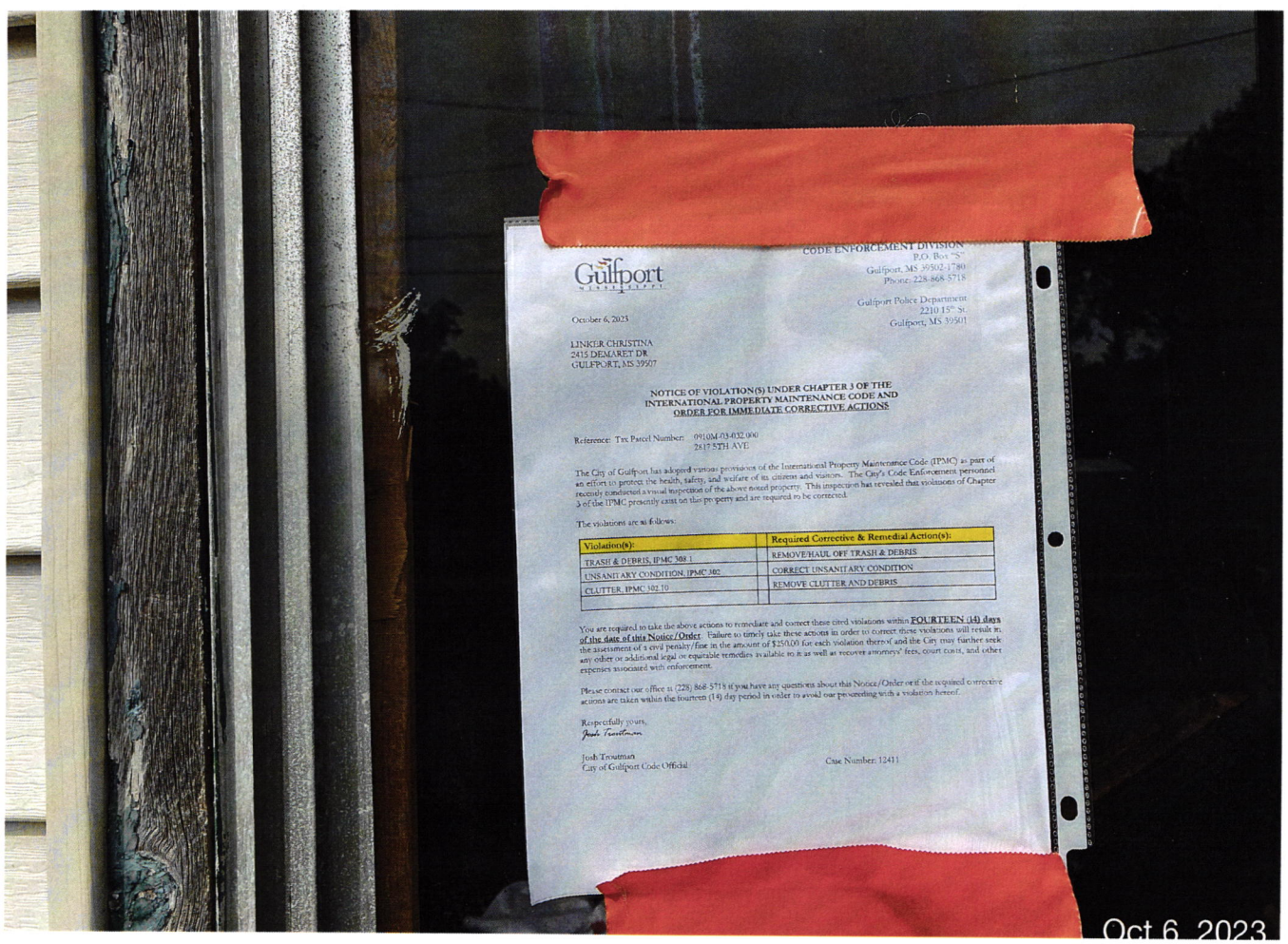
Respectfully yours,
Josh Troutman

Josh Troutman
City of Gulfport Code Official

Case Number: 12411

2817
2817
Oct 6, 2023


Gulfport
MISSISSIPPI
CODE ENFORCEMENT DIVISION
P.O. Box "S"
Gulfport, MS 39502-1780
Phone: 228-868-5718
Gulfport Police Department
2210 15th St
Gulfport, MS 39501
October 6, 2023
LINKER CHRISTINA
2415 DEMARET DR
GULFPORT, MS 39507
NOTICE OF VIOLATION(S) UNDER CHAPTER 3 OF THE INTERNATIONAL PROPERTY MAINTENANCE CODE AND ORDER FOR IMMEDIATE CORRECTIVE ACTIONS
Reference: Tax Parcel Number: 0910M-03-032.000
2817 5TH AVE
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The violations are as follows:
Violation(s): | Required Corrective & Remedial Action(s):
TRASH & DEBRIS, IPMC 308.1 | REMOVE/HAUL OFF TRASH & DEBRIS
UNSANITARY CONDITION, IPMC 302 | CORRECT UNSANITARY CONDITION
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: 12411
Oct 6, 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

September 27, 2023

REESE ALARIC & ADRIENNE F
101 TERRI ROAD
GULFPORT, MS 39503

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

Reference: Tax Parcel Number: 0808I-02-035.000
101 TERRI RD

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
INOPERABLE VEHICLE, IPMC 302.8		REMOVE OR REPAIR & LEGALLY TAG
IMPROPER RESIDENTIAL PARKING		PARK IN APPROVED LOCATION
CLUTTER, IPMC 302.10		REMOVE CLUTTER AND DEBRIS
UTILITY TLR PKG, IPMC 302.10.3		REMOVE/RELOCATE UTL TRAILER

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,
JARED POWER

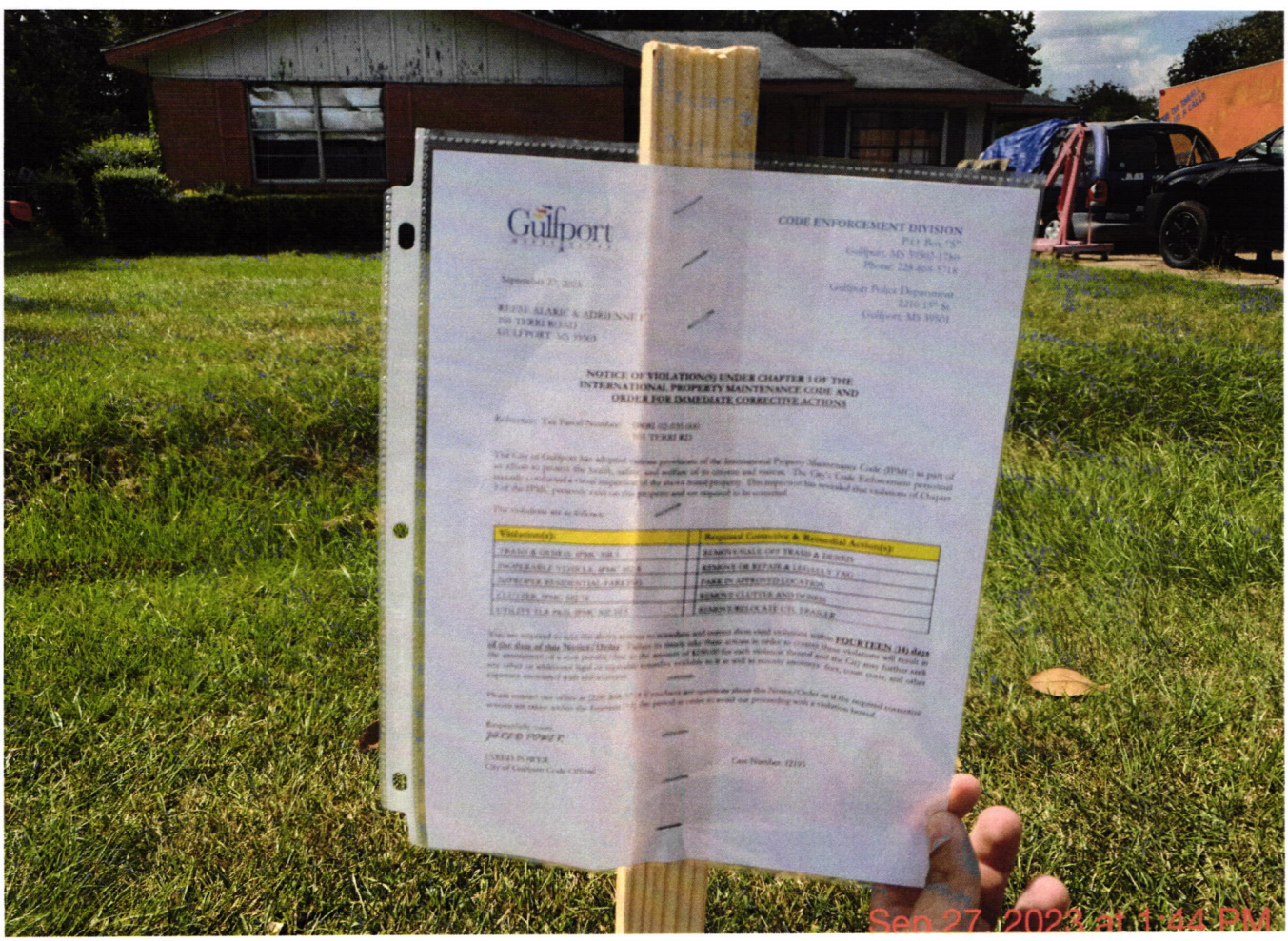
JARED POWER
City of Gulfport Code Official

Case Number: 12193

12193

12193

Sep 27, 2023 at 1:45 PM


Gulfport
CODE ENFORCEMENT DIVISION
NOTICE OF VIOLATION(S) UNDER CHAPTER 1 OF THE
INTERNATIONAL PROPERTY MAINTENANCE CODE AND
ORDER FOR IMMEDIATE CORRECTIVE ACTIONS
Violation(s)
Required Corrective & Remedial Action(s):
REMOVE/HAUL OFF TRASH & DEBRIS
REMOVE OR REPAIR & LEGALLY TAG
PARK IN APPROVED LOCATION
REMOVE CLUTTER AND DEBRIS
REMOVE/RELOCATE UTL TRAILER
FOURTEEN (14) days
Sep 27, 2023 at 1:44 PM

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

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

September 28, 2023

DEDEAUX JIM J & LULA M
126 RALPH DR
GULFPORT, MS 39503

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

Reference: Tax Parcel Number: 0808O-02-110.000
126 RALPH DR

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):
EXT MAINTENANCE, IPMC 304.1		MAKE NECESSARY REPAIRS
FENCE VIOLATION, IPMC 304.2		REPAIR, MAINTENANCE OR REMOVE
IMPROPER RESIDENTIAL PARKING		PARK IN APPROVED LOCATION
CLUTTER, IPMC 302.10		REMOVE CLUTTER AND DEBRIS
APPLIANCE(S) OUTSIDE OF BLDG		REMOVE/DISCARD USED APPLIANCES

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,
JARED POWER

JARED POWER
City of Gulfport Code Official

Case Number: 12211

Sep 28, 2023 at 11:19 AM

Sep 28, 2023 at 11:19 AM

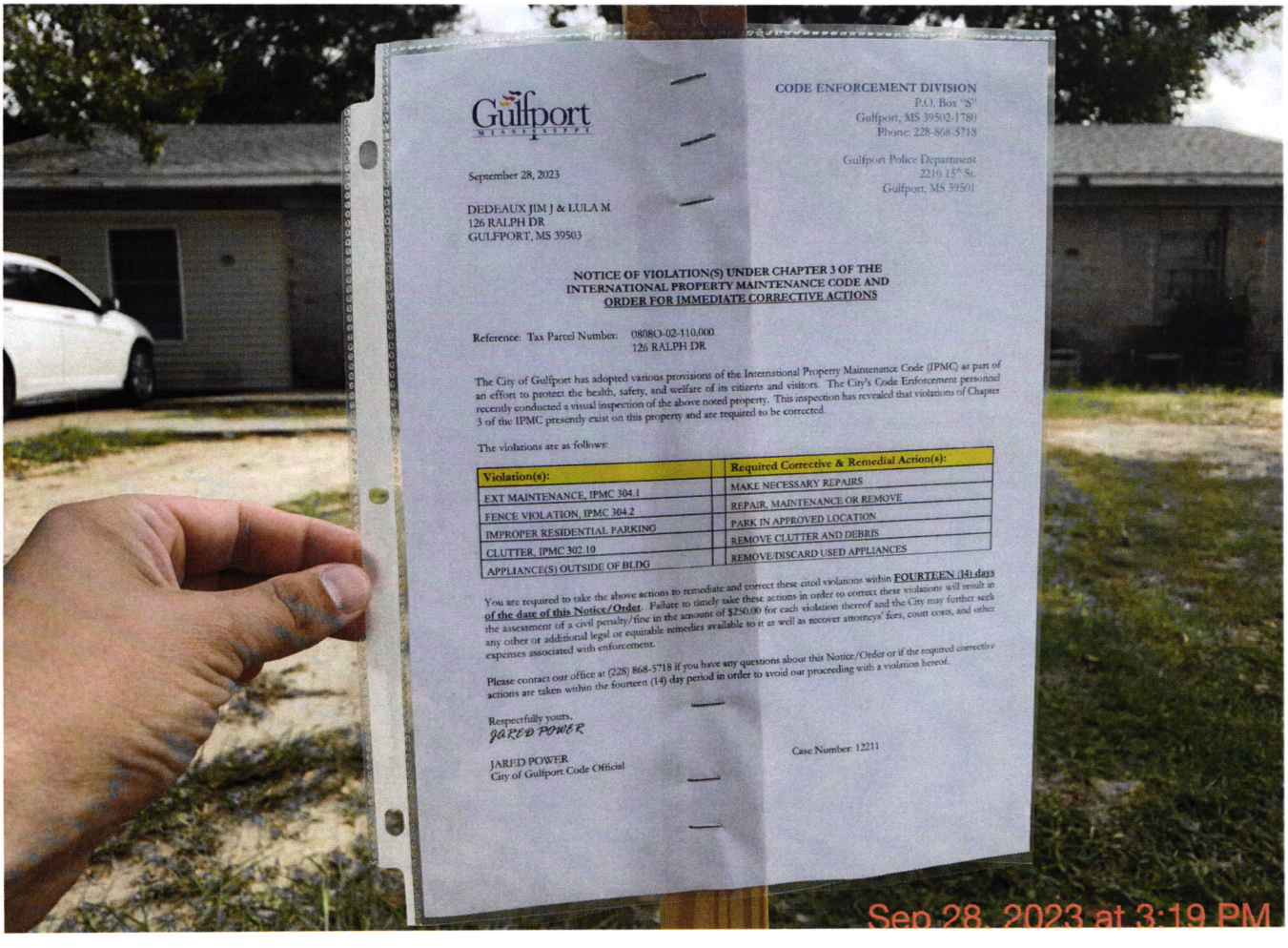
Sep 28, 2023 at 11:19 AM

Sep 28, 2023 at 11:20 AM

Sep 28, 2023 at 11:19 AM

Sep 28, 2023 at 11:19 AM

Sep 28, 2023 at 3:19 PM


Gulfport
MISSISSIPPI
CODE ENFORCEMENT DIVISION
P.O. Box "S"
Gulfport, MS 39502-1780
Phone: 228-868-5718
Gulfport Police Department
2210 15th St.
Gulfport, MS 39501
September 28, 2023
DEDEAUX JIM J & LULA M
126 RALPH DR
GULFPORT, MS 39503
NOTICE OF VIOLATION(S) UNDER CHAPTER 3 OF THE INTERNATIONAL PROPERTY MAINTENANCE CODE AND ORDER FOR IMMEDIATE CORRECTIVE ACTIONS
Reference: Tax Parcel Number: 0808O-02-110.000
126 RALPH DR
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):
EXT MAINTENANCE, IPMC 304.1 | MAKE NECESSARY REPAIRS
FENCE VIOLATION, IPMC 304.2 | REPAIR, MAINTENANCE OR REMOVE
IMPROPER RESIDENTIAL PARKING | PARK IN APPROVED LOCATION
CLUTTER, IPMC 302.10 | REMOVE CLUTTER AND DEBRIS
APPLIANCE(S) OUTSIDE OF BLDG | REMOVE/DISCARD USED APPLIANCES
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.
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Respectfully yours,
JARED POWER
JARED POWER
City of Gulfport Code Official
Case Number: 12211
Sep 28, 2023 at 3:19 PM

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

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

September 27, 2023

POTTS AMY ELIZABETH
2405 WOOLMARKET ST
GULFPORT, MS 39503

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

Reference: Tax Parcel Number: 0908N-01-104.000
2405 WOOLMARKET ST

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):
INOPERABLE VEHICLE, IPMC 302.8		REMOVE OR REPAIR & LEGALLY TAG
EXT MAINTENANCE, IPMC 304.1		MAKE NECESSARY REPAIRS

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.

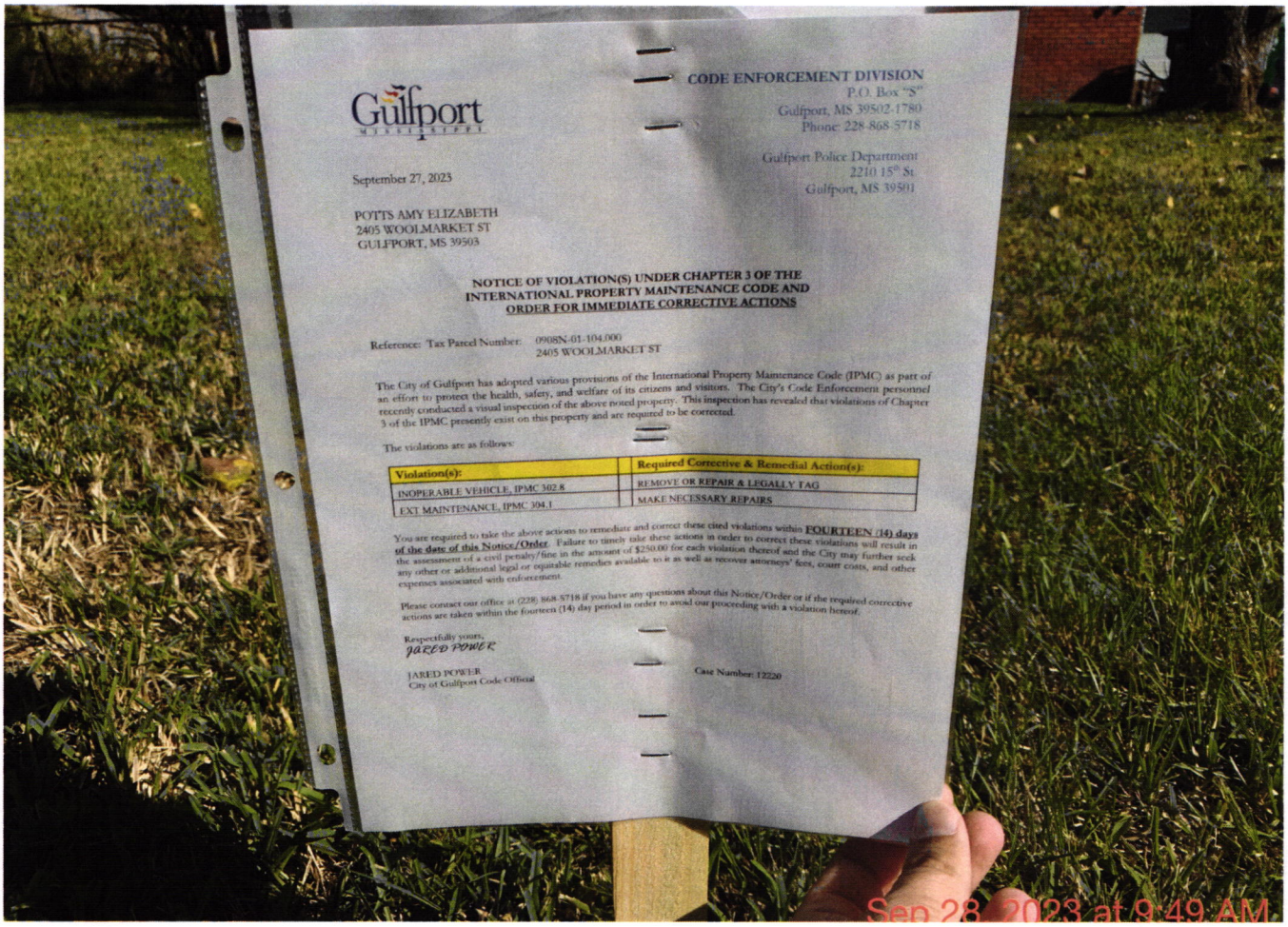
Respectfully yours,
JARED POWER

JARED POWER
City of Gulfport Code Official

Case Number: 12220

12220

12220



Gulfport
MISSISSIPPI

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

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

September 27, 2023

POTTS AMY ELIZABETH
2405 WOOLMARKET ST
GULFPORT, MS 39503

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

Reference: Tax Parcel Number: 0908N-01-104.000
2405 WOOLMARKET ST

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):
INOPERABLE VEHICLE, IPMC 302.8	REMOVE OR REPAIR & LEGALLY TAG
EXT. MAINTENANCE, IPMC 304.1	MAKE NECESSARY REPAIRS

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,
JARED POWER

JARED POWER
City of Gulfport Code Official

Case Number: 12220

Sep 28, 2023 at 9:49 AM

Sep 28, 2023 at 9:49 AM

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

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

September 27, 2023

REYNOLDS SHERMAINE D
508 FRANKLIN AVE
GULFPORT, MS 39503

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

Reference: Tax Parcel Number: 0908N-02-038.000
508 FRANKLIN 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):
INOPERABLE VEHICLE, IPMC 302.8		REMOVE OR REPAIR & LEGALLY TAG

You are required to take the above actions to remediate and correct these cited violations within **FOURTEEN (10) 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.

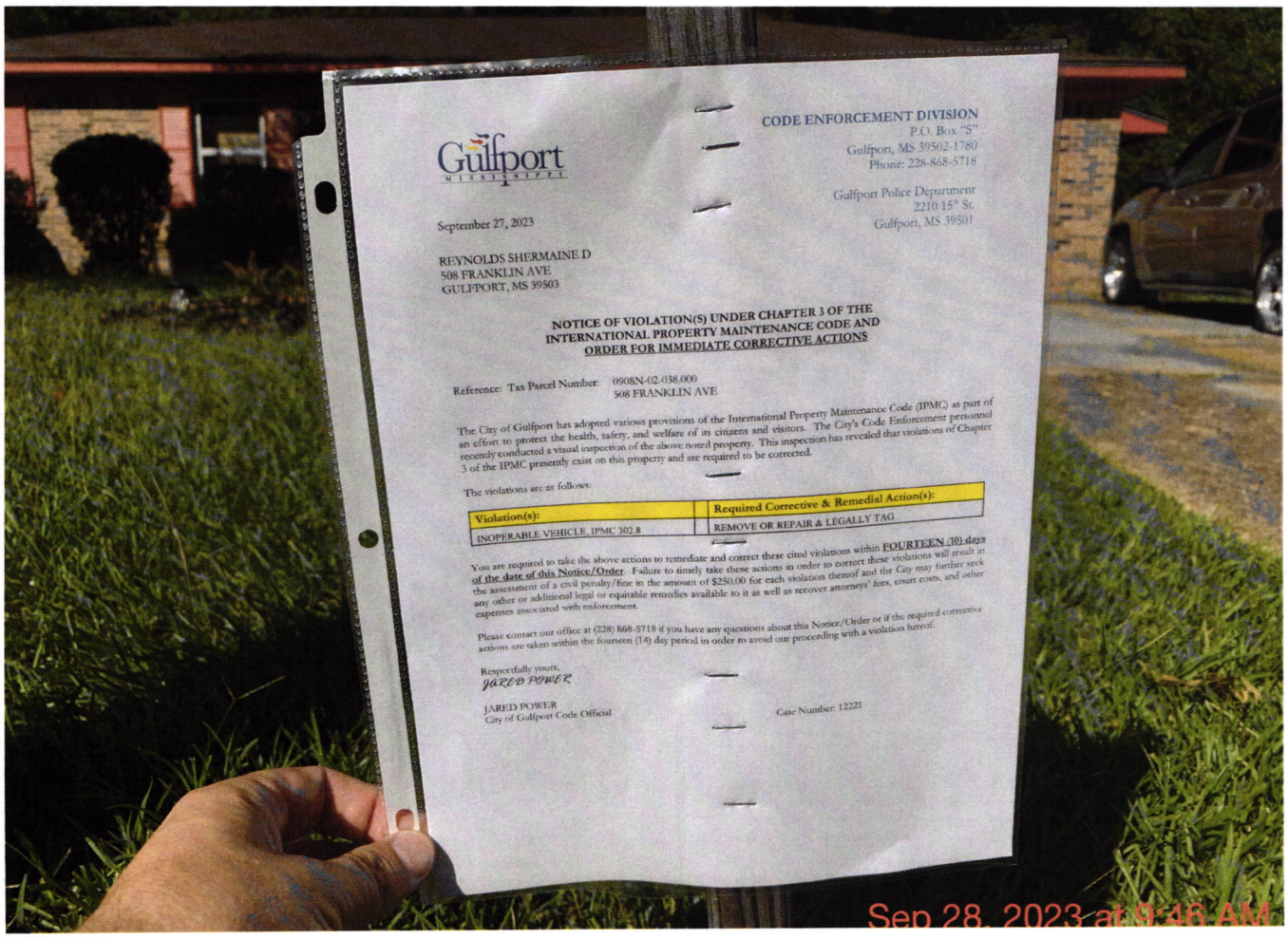
Respectfully yours,
JARED POWER

JARED POWER
City of Gulfport Code Official

Case Number: 12221

1221

Sep 28, 2023 at 9:46 AM


Gulfport
MISSISSIPPI
CODE ENFORCEMENT DIVISION
P.O. Box "S"
Gulfport, MS 39502-1780
Phone: 228-868-5718
Gulfport Police Department
2210 15th St.
Gulfport, MS 39501
September 27, 2023
REYNOLDS SHERMAINE D
508 FRANKLIN AVE
GULFPORT, MS 39503
NOTICE OF VIOLATION(S) UNDER CHAPTER 3 OF THE INTERNATIONAL PROPERTY MAINTENANCE CODE AND ORDER FOR IMMEDIATE CORRECTIVE ACTIONS
Reference: Tax Parcel Number: 0908N-02-038.000
508 FRANKLIN 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):
INOPERABLE VEHICLE, IPMC 302.8
Required Corrective & Remedial Action(s):
REMOVE OR REPAIR & LEGALLY TAG
You are required to take the above actions to remediate and correct these cited violations within FOURTEEN (10) 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,
JARED POWER
JARED POWER
City of Gulfport Code Official
Case Number: 12221
Sep 28, 2023 at 9:46 AM

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

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

October 2, 2023

GIVENS MARKQUES
107 LEGG DRIVE
GULFPORT, MS 39503

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

Reference: Tax Parcel Number: 0808J-01-073.000
107 LEGG DR

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):
EXT MAINTENANCE, IPMC 304.1		MAKE NECESSARY REPAIRS

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,
JARED POWER

JARED POWER
City of Gulfport Code Official

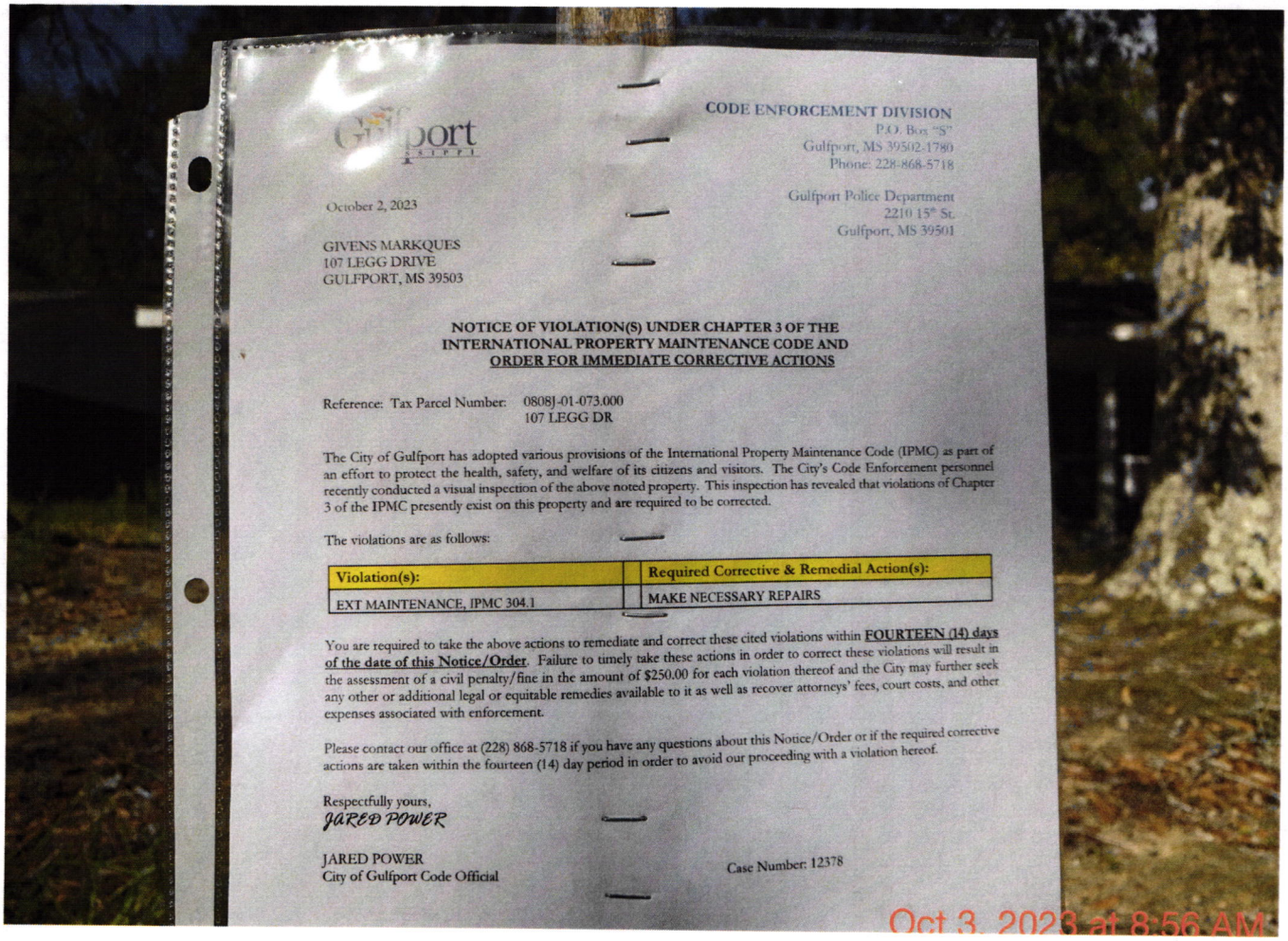
Case Number: 12378

Oct 2, 2023 at 3:34 PM

Oct 2, 2023 at 3:35 PM

Oct 2, 2023 at 3:34 PM

Oct 2, 2023 at 3:34 PM



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

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

October 2, 2023

GIVENS MARKQUES
107 LEGG DRIVE
GULFPORT, MS 39503

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

Reference: Tax Parcel Number: 0808J-01-073.000
107 LEGG DR

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):
EXT MAINTENANCE, IPMC 304.1	MAKE NECESSARY REPAIRS

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,
JARED POWER

JARED POWER
City of Gulfport Code Official

Case Number: 12378

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

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

October 19, 2023

MCCULLOUGH DOYLE B & CRYSTAL L
104 ESTES ST
GULFPORT, MS 39503

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

Reference: Tax Parcel Number: 0808K-01-045.000
104 ESTES ST

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):
INOPERABLE VEHICLE, IPMC 302.8		REMOVE OR REPAIR & LEGALLY TAG

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.

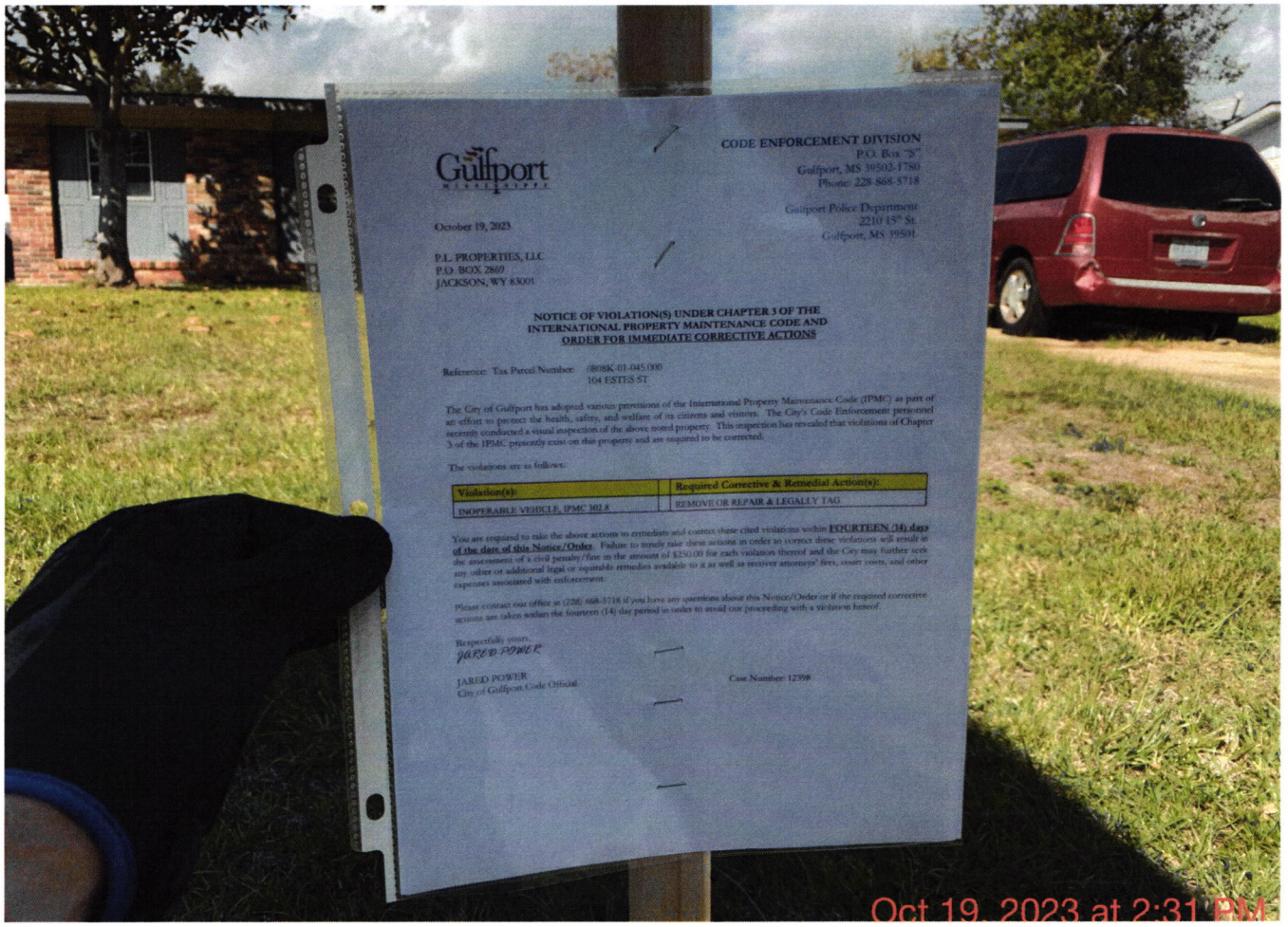
Please contact our office at (228) 868-5718 if you have any questions about this Notice/Order or if the required corrective actions are taken within the fourteen (14) day period in order to avoid our proceeding with a violation hereof.

Respectfully yours,
JARED POWER

JARED POWER
City of Gulfport Code Official

Case Number: 12398

HFA 179
Oct 19, 2023 at 9:39 AM


Gulfport
CODE ENFORCEMENT DIVISION
P.O. Box "5"
Gulfport, MS 39502-1780
Phone: 228-868-5718
Gulfport Police Department
2210 15th St.
Gulfport, MS 39501
October 19, 2023
P.L. PROPERTIES, LLC
P.O. BOX 2869
JACKSON, WY 83001
NOTICE OF VIOLATION(S) UNDER CHAPTER 3 OF THE INTERNATIONAL PROPERTY MAINTENANCE CODE AND ORDER FOR IMMEDIATE CORRECTIVE ACTIONS
Reference: Tax Parcel Number: 0808K-01-045.000
104 ESTES ST
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):
INOPERABLE VEHICLE, IPMC 302.8
REMOVE OR REPAIR & LEGALLY TAG
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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,
JARED POWER
JARED POWER
City of Gulfport Code Official
Case Number: 12398
Oct 19, 2023 at 2:31 PM

SHADOW
CRUISER
Oct 19, 2023 at 2:32 PM

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

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

October 19, 2023

P.L. PROPERTIES, LLC
P.O. BOX 2869
JACKSON, WY 83001

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

Reference: Tax Parcel Number: 0808K-01-045.000
104 ESTES ST

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.

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Violation(s):		Required Corrective & Remedial Action(s):
INOPERABLE VEHICLE, IPMC 302.8		REMOVE OR REPAIR & LEGALLY TAG

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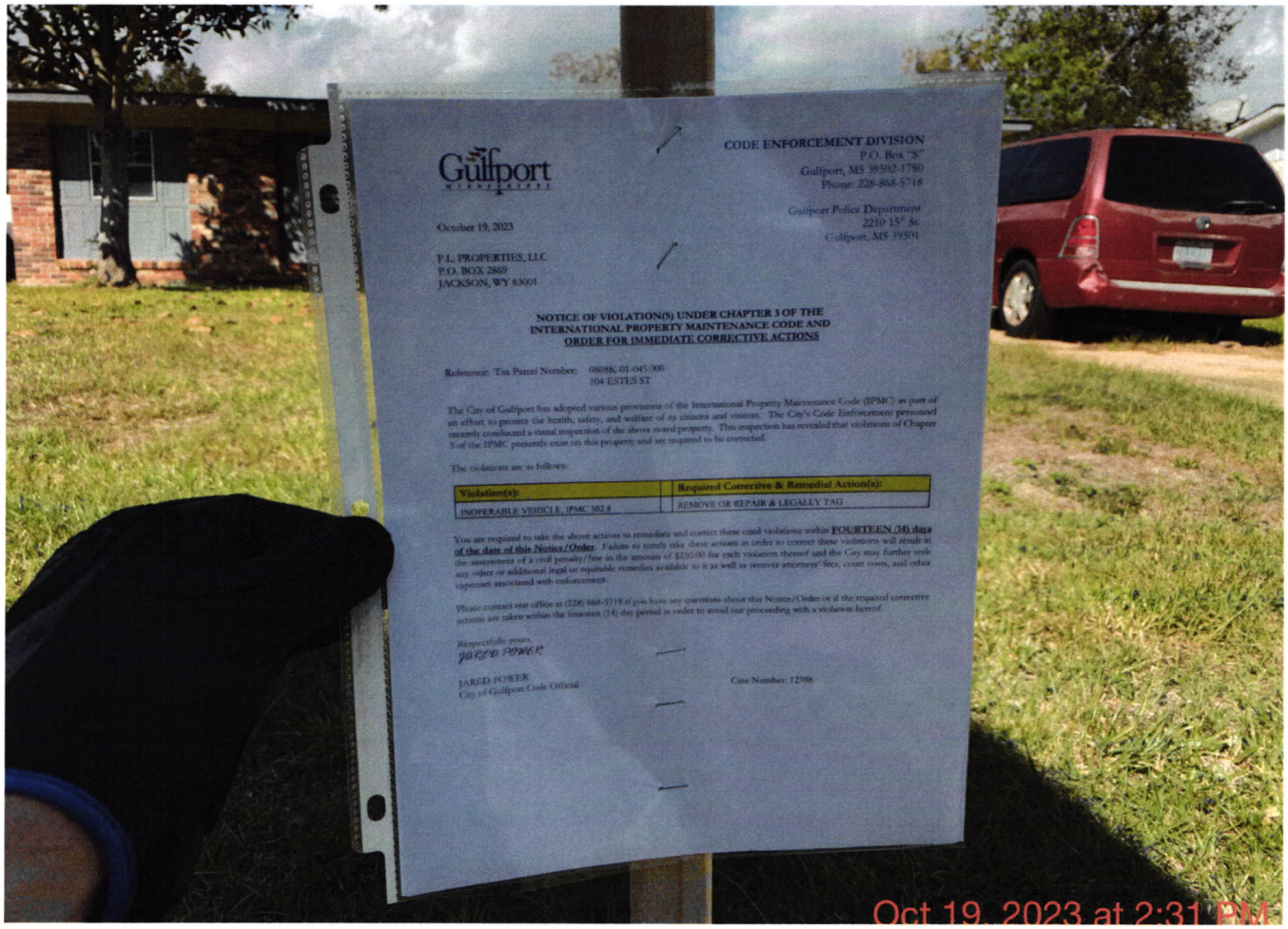
Respectfully yours,
JARED POWER

JARED POWER
City of Gulfport Code Official

Case Number: 12398

Oct 19, 2023 at 9:39 AM


Gulfport
CODE ENFORCEMENT DIVISION
P.O. Box "5"
Gulfport, MS 39502-1780
Phone: 228-868-5718
Gulfport Police Department
2210 15th St.
Gulfport, MS 39501
October 19, 2023
P.L. PROPERTIES, LLC
P.O. BOX 2869
JACKSON, WY 83001
NOTICE OF VIOLATION(S) UNDER CHAPTER 3 OF THE INTERNATIONAL PROPERTY MAINTENANCE CODE AND ORDER FOR IMMEDIATE CORRECTIVE ACTIONS
Reference: Tax Parcel Number: 0808K-01-045.000
104 ESTES ST
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):
INOPERABLE VEHICLE, IPMC 302.8
REMOVE OR REPAIR & LEGALLY TAG
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,
JARED POWER
JARED POWER
City of Gulfport Code Official
Case Number: 12398
Oct 19, 2023 at 2:31 PM

SHADOW
CRUISER
Oct 19, 2023 at 2:32 PM

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

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

October 19, 2023

DINA PROPERTIES, LLC
2596 BEINVILLE BLVD
OCEAN SPRINGS, MS 39564

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

Reference: Tax Parcel Number: 0808K-01-045.000
104 ESTES ST

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):
INOPERABLE VEHICLE, IPMC 302.8		REMOVE OR REPAIR & LEGALLY TAG

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.

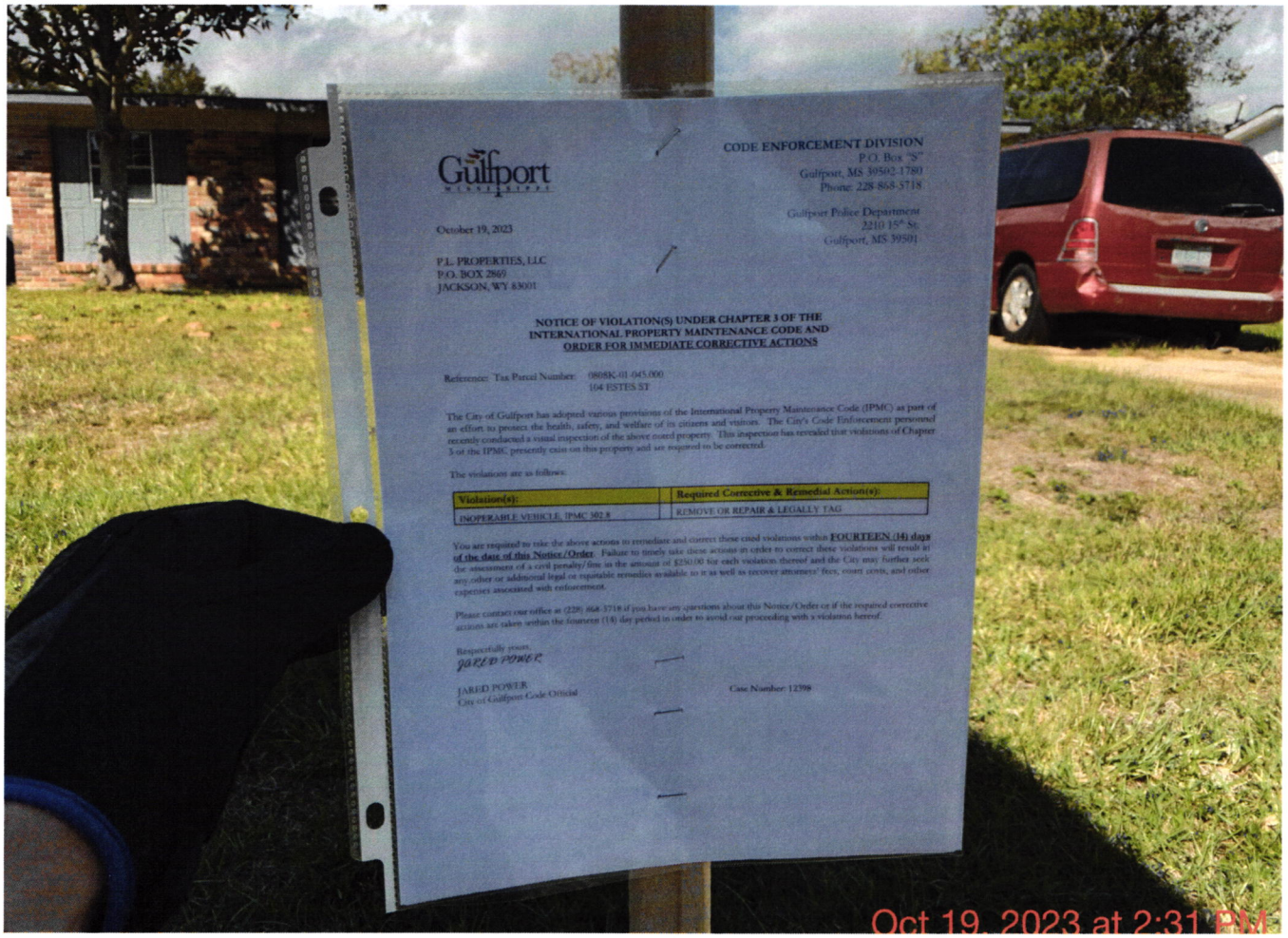
Respectfully yours,
JARED POWER

JARED POWER
City of Gulfport Code Official

Case Number: 12398

Oct 19, 2023 at 9:39 AM

SHADOW
CRUISER
Oct 19, 2023 at 2:32 PM


Gulfport
MISSISSIPPI
CODE ENFORCEMENT DIVISION
P.O. Box "S"
Gulfport, MS 39502-1780
Phone: 228-868-5718
Gulfport Police Department
2210 15th St.
Gulfport, MS 39501
October 19, 2023
P.L. PROPERTIES, LLC
P.O. BOX 2969
JACKSON, WY 83001
NOTICE OF VIOLATION(S) UNDER CHAPTER 3 OF THE INTERNATIONAL PROPERTY MAINTENANCE CODE AND ORDER FOR IMMEDIATE CORRECTIVE ACTIONS
Reference: Tax Parcel Number: 0808K-01-045.000
104 ESTES ST
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):
INOPERABLE VEHICLE, IPMC 302.8
REMOVE OR REPAIR & LEGALLY TAG
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,
JARED POWER
JARED POWER
City of Gulfport Code Official
Case Number: 12398
Oct 19, 2023 at 2:31 PM

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

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

October 18, 2023

JASPER RICHARD T
109 CLARENCE DR
GULFPORT, MS 39503

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

Reference: Tax Parcel Number: 0808J-04-035.000
109 CLARENCE DR

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
INOPERABLE VEHICLE, IPMC 302.8		REMOVE OR REPAIR & LEGALLY TAG
CLUTTER, IPMC 302.10		REMOVE CLUTTER AND DEBRIS
CARPORT CLUTTER, IPMC 302.10.1		REMOVE CLUTTER FROM CARPORT
UTILITY TLR PKG, IPMC 302.10.3		REMOVE/RELOCATE UTL TRAILER
10,000 GVW IN RESIDENTIAL AREA		REMOVE OVERSIZED VEHICLE

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,
JARED POWER

JARED POWER
City of Gulfport Code Official

Case Number: 12791

Oct 18, 2023 at 11:13 AM

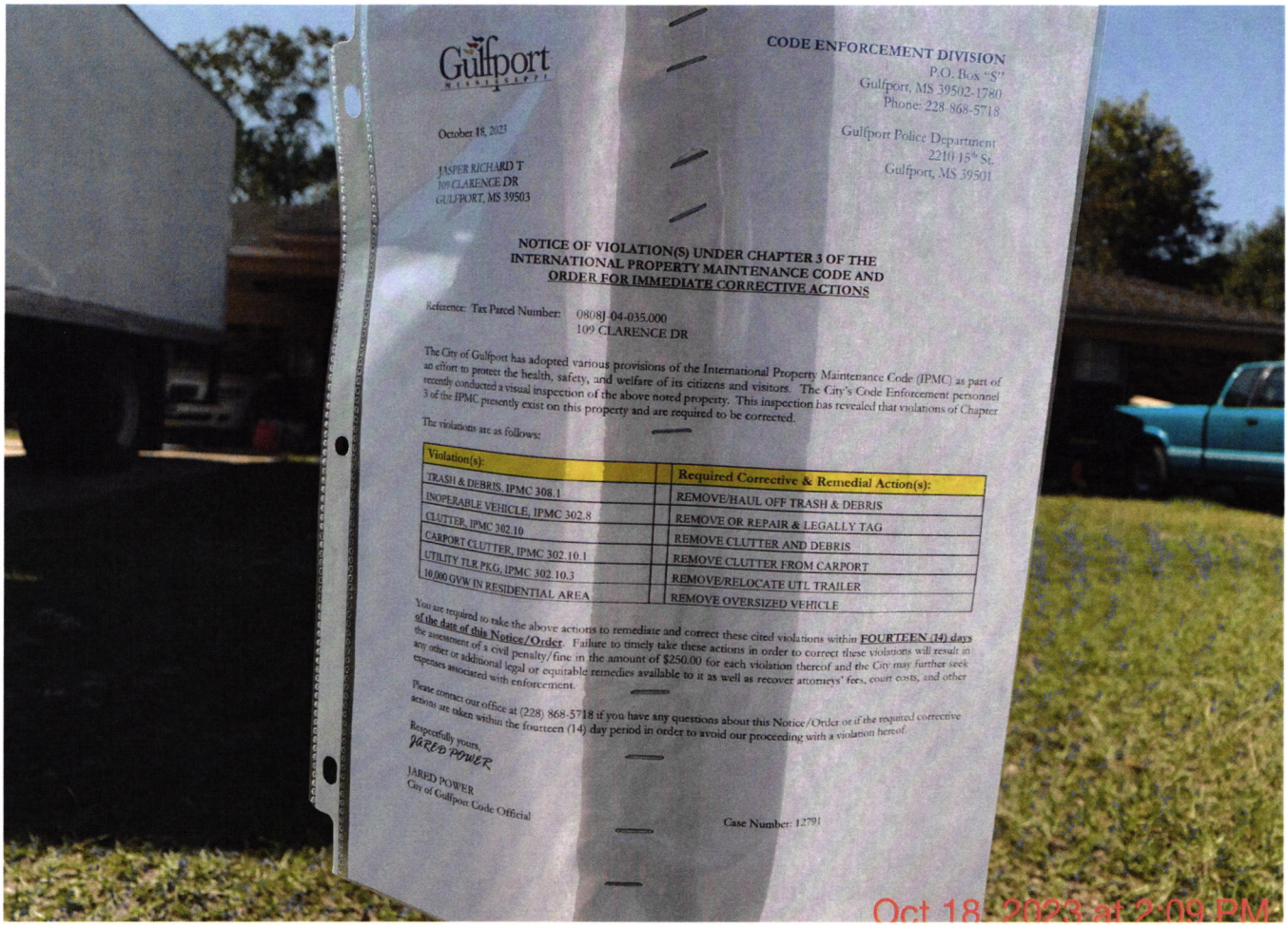
Oct 18, 2023 at 11:13 AM

Oct 18, 2023 at 11:14 AM

Oct 18, 2023 at 11:14 AM

GMC
Oct 18, 2023 at 11:14 AM

Oct 18, 2023 at 11:14 AM



Gulfport
MISSISSIPPI

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

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

October 18, 2023

JASPER RICHARD T
109 CLARENCE DR
GULFPORT, MS 39503

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

Reference: Tax Parcel Number: 0808J-04-035.000
109 CLARENCE DR

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
INOPERABLE VEHICLE, IPMC 302.8	REMOVE OR REPAIR & LEGALLY TAG
CLUTTER, IPMC 302.10	REMOVE CLUTTER AND DEBRIS
CARPORT CLUTTER, IPMC 302.10.1	REMOVE CLUTTER FROM CARPORT
UTILITY TLR PKG, IPMC 302.10.3	REMOVE/RELOCATE UTL TRAILER
10,000 GVW IN RESIDENTIAL AREA	REMOVE OVERSIZED VEHICLE

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,
JARED POWER

JARED POWER
City of Gulfport Code Official

Case Number: 12791

Oct 18, 2023 at 2:09 PM

Oct 18, 2023 at 2:10 PM

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

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

September 21, 2023

MCCASKILL CEDRIC
328 TANDY DR
GULFPORT, MS 39503

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

Reference: Tax Parcel Number: 0808H-02-047.000
328 TANDY DR

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
PROHIBITED DEBRIS, SEC. 4-174		REMOVE PROHIBITED ITEMS
CLUTTER, IPMC 302.10		REMOVE CLUTTER AND DEBRIS
UTILITY TLR PKG, IPMC 302.10.3		REMOVE/RELOCATE UTL TRAILER

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.

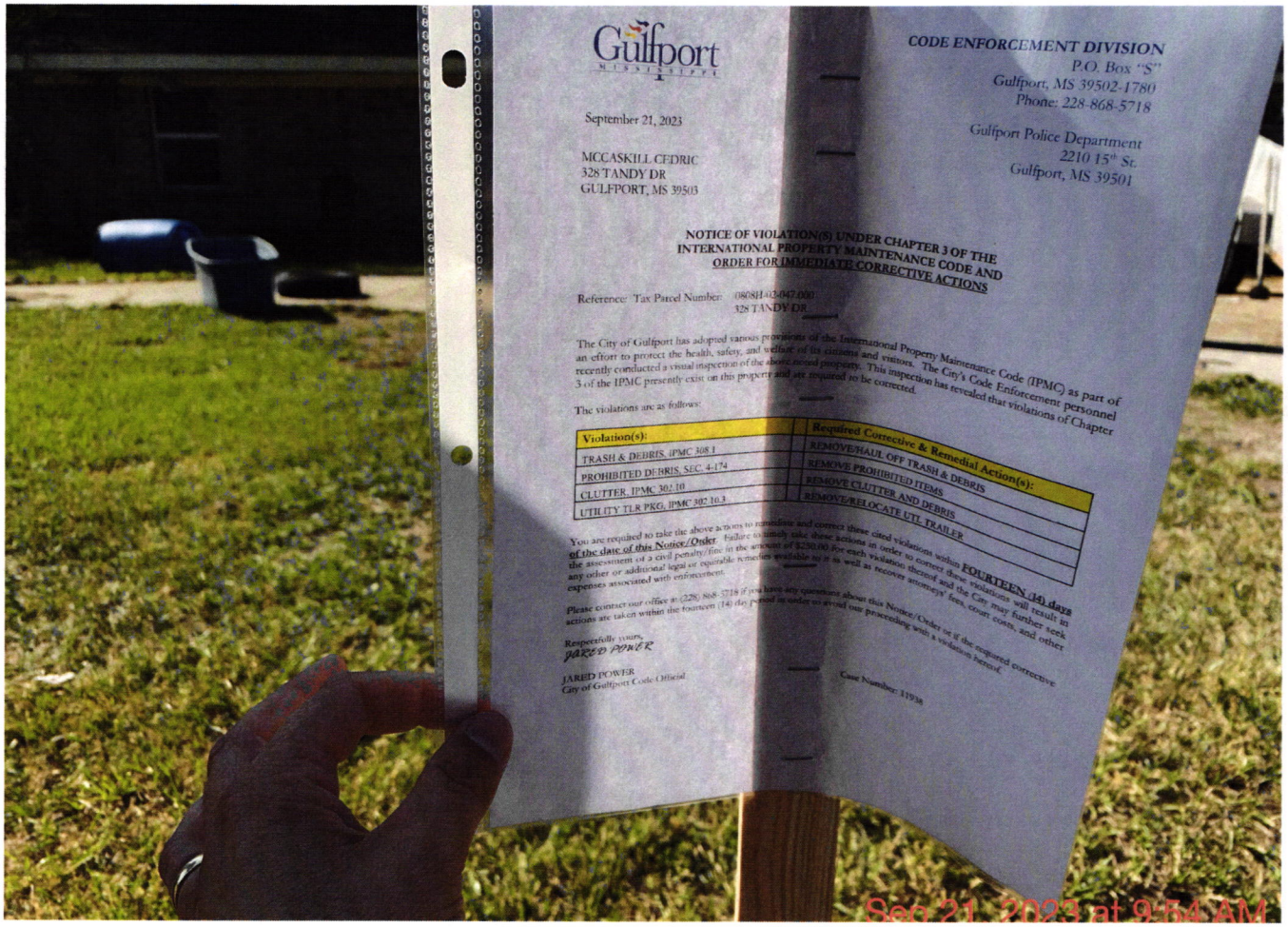
Please contact our office at (228) 868-5718 if you have any questions about this Notice/Order or if the required corrective actions are taken within the fourteen (14) day period in order to avoid our proceeding with a violation hereof.

Respectfully yours,
JARED POWER

JARED POWER
City of Gulfport Code Official

Case Number: 11938

1/938


Gulfport
MISSISSIPPI
CODE ENFORCEMENT DIVISION
P.O. Box "S"
Gulfport, MS 39502-1780
Phone: 228-868-5718
Gulfport Police Department
2210 15th St.
Gulfport, MS 39501
September 21, 2023
MCCASKILL CEDRIC
328 TANDY DR
GULFPORT, MS 39503
NOTICE OF VIOLATION(S) UNDER CHAPTER 3 OF THE INTERNATIONAL PROPERTY MAINTENANCE CODE AND ORDER FOR IMMEDIATE CORRECTIVE ACTIONS
Reference: Tax Parcel Number: 0808H-02-047.000
328 TANDY DR
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
PROHIBITED DEBRIS, SEC. 4-174
REMOVE PROHIBITED ITEMS
CLUTTER, IPMC 302.10
REMOVE CLUTTER AND DEBRIS
UTILITY TLR PKG, IPMC 302.10.3
REMOVE/RELOCATE UTL TRAILER
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,
JARED POWER
JARED POWER
City of Gulfport Code Official
Case Number: 31938
Sep 21, 2023 at 9:54 AM

Sep 21, 2023 at 9:54 AM

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

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

September 28, 2023

THOMPSON JAMES F
106 RUNNING DEER
GULFPORT, MS 39503

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

Reference: Tax Parcel Number: 0908E-01-019.000
106 RUNNING DEER DR

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,
Jeremy Perry

Jeremy Perry
City of Gulfport Code Official

Case Number: 12158

Sep 28, 2024

Sep 28, 2024

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

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

September 26, 2023

TRAN SANG VAN & BICH NGOC N
116 OLIVET DR
GULFPORT, MS 39503

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

Reference: Tax Parcel Number: 0808H-03-051.000
116 OLIVET DR

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
IMPROPER RESIDENTIAL PARKING		PARK IN APPROVED LOCATION
CLUTTER, IPMC 302.10		REMOVE CLUTTER AND DEBRIS
RECREATIONAL EQUIPMENT ORD.		REMOVE/RELOCATE REC VEHICLE

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,
JARED POWER

JARED POWER
City of Gulfport Code Official

Case Number: 12176

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

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

September 26, 2023

TRAN SANG VAN & BICH NGOC N
1200 2ND 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: 0808H-03-051.000
116 OLIVET DR

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
IMPROPER RESIDENTIAL PARKING		PARK IN APPROVED LOCATION
CLUTTER, IPMC 302.10		REMOVE CLUTTER AND DEBRIS
RECREATIONAL EQUIPMENT ORD.		REMOVE/RELOCATE REC VEHICLE

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,
JARED POWER

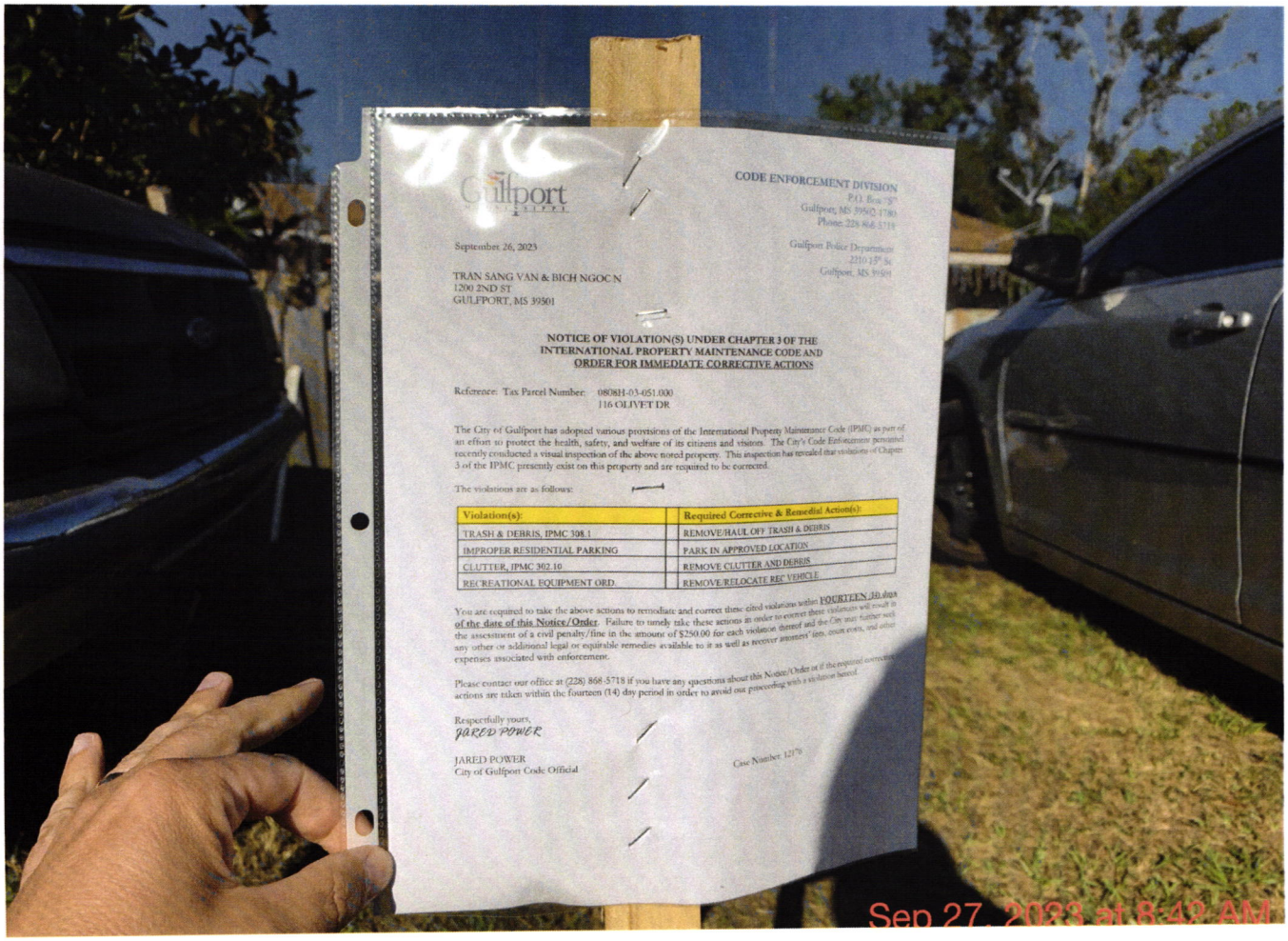
JARED POWER
City of Gulfport Code Official

Case Number: 12176

12176

12176

Sep 27, 2023 at 8:42 AM


Gulfport
CODE ENFORCEMENT DIVISION
P.O. Box 97
Gulfport, MS 39502-0780
Phone: 228-868-5718
Gulfport Police Department
2210 15th St.
Gulfport, MS 39501
September 26, 2023
TRAN SANG VAN & BICH NGOC N
1200 2ND 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: 0808H-03-051.000
116 OLIVET DR
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 stated 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
IMPROPER RESIDENTIAL PARKING
PARK IN APPROVED LOCATION
CLUTTER, IPMC 302.10
REMOVE CLUTTER AND DEBRIS
RECREATIONAL EQUIPMENT ORD.
REMOVE/RELOCATE REC VEHICLE
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,
JARED POWER
JARED POWER
City of Gulfport Code Official
Case Number: 12176
Sep 27, 2023 at 8:42 AM

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

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

September 28, 2023

ENGLEBRETSEN MITSUKO
2549 WEST DAVID DR
GULFPORT, MS 39503

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

Reference: Tax Parcel Number: 0908O-03-029.000
2549 WEST DAVID DR

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):
EXT MAINTENANCE, IPMC 304.1		MAKE NECESSARY REPAIRS

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,
JARED POWER

JARED POWER
City of Gulfport Code Official

Case Number: 12183

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

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

September 28, 2023

ENGLEBRETSEN MITSUKO
118 MITZI DR
GULFPORT, MS 39503

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

Reference: Tax Parcel Number: 0908O-03-029.000
2549 WEST DAVID DR

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):
EXT MAINTENANCE, IPMC 304.1		MAKE NECESSARY REPAIRS

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,
JARED POWER

JARED POWER
City of Gulfport Code Official

Case Number: 12183

Sep 28, 2023 at 10:41 AM

Sep 28, 2023 at 3:10 PM

Gulfport
MISSISSIPPI
CODE ENFORCEMENT DIVISION
P.O. Box "S"
Gulfport, MS 39502-1780
Phone: 228-868-5718
Gulfport Police Department
2210 15th St.
Gulfport, MS 39501
September 28, 2023
ENGLEBRETSEN MITSUKO
118 MITZI DR
GULFPORT, MS 39503
NOTICE OF VIOLATION(S) UNDER CHAPTER 3 OF THE INTERNATIONAL PROPERTY MAINTENANCE CODE AND ORDER FOR IMMEDIATE CORRECTIVE ACTIONS
Reference: Tax Parcel Number: 0908O-03-029.000
2549 WEST DAVID DR
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):
EXT MAINTENANCE, IPMC 304.1
MAKE NECESSARY REPAIRS
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,
JARED POWER
JARED POWER
City of Gulfport Code Official
Case Number: 12183
Sep 28, 2023 at 3:10 PM

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

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

October 6, 2023

AMERICAN CREDIT CORP OF MS LLC
P O BOX 3307
GULFPORT, MS 39505

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

Reference: Tax Parcel Number: 0907P-01-021.001
13210 BONNIE ST

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,
Jeremy Perry

Jeremy Perry
City of Gulfport Code Official

Case Number: 12228

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

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

October 6, 2023

AMERICAN CREDIT CORP OF MS LLC
13210 BONNIE ST
GULFPORT, MS 39503

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

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Jeremy Perry
City of Gulfport Code Official

Case Number: 12228

Oct 6, 202

Oct 6, 202

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

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

September 28, 2023

CUMMINGS DENNIS A
16486 HEATHERWOOD DR
GULFPORT, MS 39503

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

Reference: Tax Parcel Number: 0707H-03-030.000
16486 HEATHERWOOD DR

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):
IMPROPER RESIDENTIAL PARKING		PARK IN APPROVED LOCATION

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,
JARED POWER

JARED POWER
City of Gulfport Code Official

Case Number: 12155

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

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

September 28, 2023

CUMMINGS DENNIS A
9 HEATHERWOOD DR
GULFPORT, MS 39503

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

Reference: Tax Parcel Number: 0707H-03-030.000
16486 HEATHERWOOD DR

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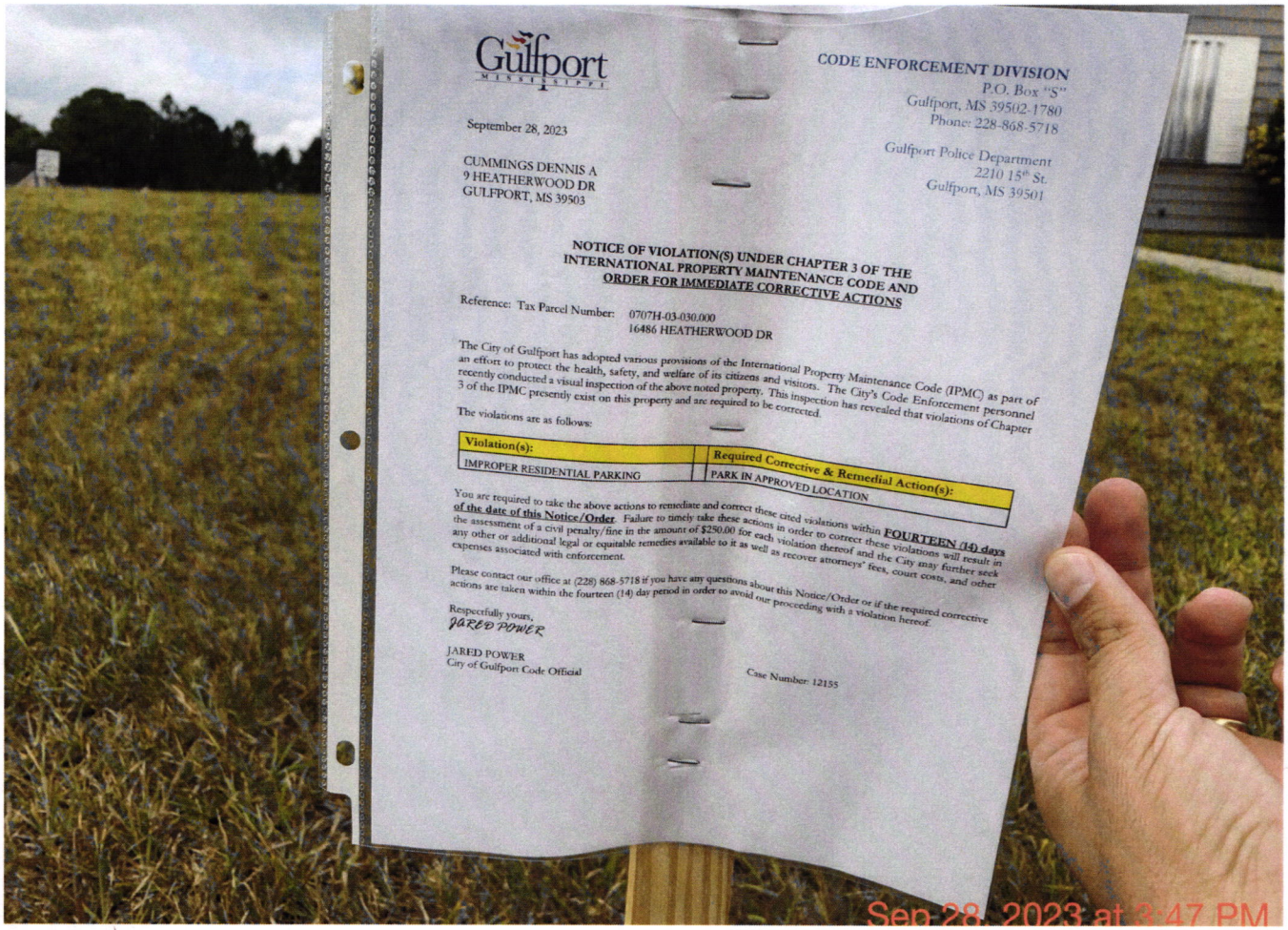
JARED POWER

JARED POWER
City of Gulfport Code Official

Case Number: 12155

Sep 28, 2023 at 11:06 AM

Sep 28, 2023 at 11:07 AM


Gulfport
MISSISSIPPI
CODE ENFORCEMENT DIVISION
P.O. Box "S"
Gulfport, MS 39502-1780
Phone: 228-868-5718
Gulfport Police Department
2210 15th St.
Gulfport, MS 39501
September 28, 2023
CUMMINGS DENNIS A
9 HEATHERWOOD DR
GULFPORT, MS 39503
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Reference: Tax Parcel Number: 0707H-03-030.000
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Violation(s): IMPROPER RESIDENTIAL PARKING
Required Corrective & Remedial Action(s): PARK IN APPROVED LOCATION
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.
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Respectfully yours,
JARED POWER
JARED POWER
City of Gulfport Code Official
Case Number: 12155
Sep 28, 2023 at 3:47 PM

Sep 28, 2023 at 3:47 PM

MEMORANDUM – CITY OF GULFPORT

Date: **OCTOBER 24, 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:**

WARD 2

Parcel 1: 0911A-01-013.001. Com At Inter Of N Line Of Fract Sec 1 & E Mar Of Courthouse Rd E Along Sec Line 519 Ft S 4 Dgs E 313.6 Ft S 73 Dgs W 175 Ft To Pob S 3 Dgs E 83.4 Ft S 80 Dgs W 83.2 Ft N 74.4 Ft N 75 Dgs E 76.6 Ft To Pob Part Of Nw 1/4 Of Ne 1/4 Of Sec 1-8-11. Property Located At 328 Courthouse Rd Bldg. For Violation Of Remove/Haul Off Trash & Debris, Remove Or Repair & Legally Tag, Remove Clutter And Debris, Remove/Relocate Rec Vehicle. Nelson Stephan & Smith Angela M Case: 11926

Parcel 2: 0910P-02-054.000. Lot 28 Blk 7 Wood Glen Subd Sec 4. Property Located At 226 Forest Ct. For Violation Of Remove/Haul Off Trash & Debris, Make Necessary Repairs, Remove Clutter And Debris. Galloway David Baker & Britton Lane Case: 12148

Parcel 3: 0911B-02-027.000. - Life Estate -1483/91- Lots 13 & 14 Blk 2 Gulf View Add Sec 1-8-11. Property Located At Arkansas Ave. For Violation Of Remove Objects. Mcghee Robert E & Mary G -L/E- Case: 12192

WARD 3

Parcel 4: 0911D-01-016.000. Lots 1 To 4 Blk 17 Grasslawn. Property Located At 719 27th St. For Violation Of Remove Or Repair & Legally Tag, Park In Approved Location, Remove/Relocate Storage Struct. Caviness Karen Cammon Case: 11686

Parcel 5: 0910M-03-032.000. Lots 8 - 10 Blk 23 Myrtle Resurvey. Property Located At 2817 5th Ave. For Violation Of Remove/Haul Off Trash & Debris, Correct Unsanitary Condition, Remove Clutter And Debris. Linker Christina Case: 12411

WARD 5

Parcel 6: 0808I-02-035.000. Lot 13 Dean Subd.. Property Located At 101 Terri Rd. For Violation Of Remove/Haul Off Trash & Debris, Remove Or Repair & Legally Tag, Park In Approved Location, Remove Clutter And Debris, Remove/Relocate Utl Trailer. Reese Alaric & Adrienne F Case: 12193

Parcel 7: 0808O-02-110.000. Lot 113 Bel-Aire Subd 7th Add. Property Located At 126 Ralph Dr. For Violation Of Make Necessary Repairs, Repair, Maintenance Or Remove, Park In Approved Location, Remove Clutter And Debris, Remove/Discard Used Appliances. Dedeaux Jim J & Lula M Case: 12211

Parcel 8: 0908N-01-104.000. E 20 Ft Of Lot 16 & All Lot 17 & W 10 Ft Of Lot 18 Blk 15 North Bayou Suburb. Property Located At 2405 Woolmarket St. For Violation Of Cut & Clean The Property, Remove Weeds, Vines, Limbs, Tr, Remove/Haul Off Trash & Debris, Remove Or Repair & Legally Tag, Make Necessary Repairs. Potts Amy Elizabeth Case: 12220

Parcel 9: 0908N-02-038.000. Lot 28 Loren D Heights Phase 1. Property Located At 508 Franklin Ave. For Violation Of Remove Or Repair & Legally Tag. Reynolds Shermaine D Case: 12221

Parcel 10: 0808J-01-073.000. Lot 16 Kerns Add To Bel-Aire Subd Part 4. Property Located At 107 Legg Dr. For Violation Of Make Necessary Repairs. Givens Markques Case: 12378

Parcel 11: 0808K-01-045.000. Lot 13 Blk 5 Bel-Aire Subd 1st Add. Property Located At 104 Estes St. For Violation Of Remove Or Repair & Legally Tag. Mccullough Doyle B & Crystal L Case: 12398

WARD 6

Parcel 12: 0808J-04-035.000. Lot 18 Blk 5 Kerns Add To Bel Aire Subd Part 3. Property Located At 109 Clarence Dr. For Violation Of Remove/Haul Off Trash & Debris, Remove Or Repair & Legally Tag, Remove Clutter And Debris, Remove Clutter From Carport, Remove/Relocate Utl Trailer, Remove Oversized Vehicle. Jasper Richard T Case: 12791

Parcel 13: 0808H-02-047.000. Lot 41 Olivet Subdivision 1st Add. Property Located At 328 Tandy Dr. For Violation Of Remove/Haul Off Trash & Debris, Remove Prohibited Items, Remove Clutter And Debris, Remove/Relocate Utl Trailer. McCaskill Cedric Case: 11938

Parcel 14: 0908E-01-019.000. Lot 16 Reservation Estates Subd Sec 1. Property Located At 106 Running Deer Dr. For Violation Of Remove/Haul Off Trash & Debris, Remove Clutter And Debris. Thompson James F Case: 12158

Parcel 15: 0808H-03-051.000. Lot 185 Olivet Subdivision. Property Located At 116 Olivet Dr. For Violation Of Remove/Haul Off Trash & Debris, Park In Approved Location, Remove Clutter And Debris, Remove/Relocate Rec Vehicle. Tran Sang Van & Bich Ngoc N Case: 12176

Parcel 16: 0908O-03-029.000. Lot 171 Less N 32.5 Ft Loren D Heights Phase IV. Property Located At 2549 West David Dr. For Violation Of Make Necessary Repairs. Englebretsen Mitsuko Case: 12183

Parcel 17: 0907P-01-021.001. S 1/2 Of Lot 11 Blk 2 Rolling Acres Subd 116.9 X 245 On Bonnie St. Property Located At 13210 Bonnie St. For Violation Of Remove/Haul

Off Trash & Debris, Remove Clutter And Debris. American Credit Corp Of MS LLC Case: 12228

WARD 7

Parcel 18: 0707H-03-030.000. Lot 18 Blk 2 Westwood Hills Sec 1. Property Located At 16486 Heatherwood Dr. For Violation Of Park In Approved Location. Cummings Dennis A Case: 12155

MEMORANDUM – CITY OF GULFPORT

Date: **OCTOBER 16, 2023**

To: **Mayor Billy Hewes**
City Council Members

From: **Linda Allen (Department of Urban Development)**

Re: **Privilege License Report – for the month of September 2023 – to be made a part of the minutes.**

The attached report of Privilege Licenses issued by the City of Gulfport for the period of September 1st through September 30th, 2023 to be presented to the City Council on the 17th day of October, 2023 per Mississippi Code § 27-17-501.

DBA	Posted Date	Tender Amount
FEDERAL EXPRESS HOME	09/28/2023	$54.00
FEDEX GROUND	09/28/2023	$54.00
PDN INC	09/28/2023	$30.00
KARE IN HOME HEALTH SERVICES INC	09/28/2023	$150.00
CITI TRENDS FASHION FOR LESS	09/28/2023	$50.00
H & M	09/28/2023	$75.00
VULCAN CONSTRUCTION MATERIALS LLC	09/28/2023	$150.00
CROCS RETAIL LLC	09/28/2023	$40.00
CLAIRES BOUTIQUES INC	09/28/2023	$20.00
CLAIRES 5373	09/28/2023	$20.00
MILLER ICE MACHINE COMPANY	09/28/2023	$20.00
QUALITY FLOORING SUPPLY	09/28/2023	$20.00
COVINGTON CIVIL & ENVIRONMENTAL LLC	09/28/2023	$20.00
ANDREWS CONSULTING & HANDYMAN SERVICES	09/28/2023	$20.00
THE MCKNIGHT LAW FIRM PLLC	09/28/2023	$20.00
PARADISE TRAILER PARK	09/28/2023	$30.00
SMOKESCREEN LLC / JOSHUA K COVACEVICH	09/28/2023	$20.00
HOME CARE HOSPICE SOUTH LLC	09/28/2023	$20.00
JACKSON'S DISCOUNT PHARMACY, INC	09/28/2023	$20.00
CLIMATE STORAGE LLC	09/28/2023	$20.00
MAGNOLIA ENDODONTICS	09/28/2023	$20.00
BENJAMIN F EDWARDS & CO INC	09/28/2023	$30.00
SUNBELT RENTALS INC	09/28/2023	$20.00
AFTERMATH SERVICES	09/28/2023	$30.00
ROTECH	09/28/2023	$20.00
ULTA BEAUTY	09/28/2023	$150.00
DOLEAC ELECTRIC COMPANY	09/28/2023	$150.00
FORE CONSTRUCTION INC	09/28/2023	$20.00
MICHAEL W CROSBY ATTORNEY	09/28/2023	$20.00
GULFPORT STORAGE SERVICES, LLC	09/28/2023	$20.00
GULFPORT PREMIER ABA	09/28/2023	$30.00
GULFPORT PREMIER ABA	09/28/2023	$20.00
CREATIVE CUTS	09/28/2023	$30.00
ROSE NAILS	09/28/2023	$20.00
DUNN DEAL PROPERTIES LLC	09/28/2023	$20.00
GILLESPIE LAW FIRM PLLC	09/28/2023	$30.00
STRICKLEN BUILDING	09/28/2023	$43.80
STRICKLEN BUILDING	09/28/2023	$43.80
BOND LEE	09/28/2023	$25.00
FLUFF & FOLD LAUNDROMAT	09/28/2023	$20.00
HARRISON OUTFITTERS	09/28/2023	$20.00
COASTLINE PAINT & HARDWARE INC	09/28/2023	$40.00
COMMUNITY REHAB LLC	09/28/2023	$36.00
JAY'S AUTO BODY REPAIR	09/28/2023	$20.00

COASTAL ANESTHESIA SERVICES PA	09/28/2023	$20.00
COASTAL CHRONIC PAIN SERVICES PLCC	09/28/2023	$30.00
DELUXE CLEANERS	09/28/2023	$30.00
SUDS & DUDS LAUNDRY	09/28/2023	$20.00
EASY WASH	09/28/2023	$20.00
THE PRINT SHED LLC	09/28/2023	$20.00
SOUTH MISSISSIPPI BUSINESS MACHINES	09/28/2023	$60.00
JEFF SHOWROOM AUTO CARE	09/28/2023	$20.00
SIMONS REFRIGERATION SERVICE	09/28/2023	$20.00
B & R INDUSTRIAL SUPPLY INC	09/28/2023	$20.00
IMAGE	09/28/2023	$20.00
KEELING CO	09/28/2023	$62.50
AFFORDABLE SLEEP SOLUTIONS	09/28/2023	$20.00
HENLEY TITLE COMPANY LLC	09/28/2023	$20.00
JIM THRIFFILEY MD PLLC	09/28/2023	$20.00
HEWES-GAINEY WEALTH MANAGEMENT	09/28/2023	$20.00
REDD PEST CONTROL	09/28/2023	$87.00
PPG PAINTS	09/28/2023	$40.00
GULF COAST	09/28/2023	$69.00
A PLUS PATIO & SCREEN	09/28/2023	$20.00
KONTOOR RETAIL INC	09/28/2023	$150.00
CELLCO PARTNERSHIP C/O KPMG LLP	09/28/2023	$62.50
HARDEE'S #1565	09/28/2023	$42.00
ZAXBY'S	09/28/2023	$30.00
S & R POULTRY LLC	09/28/2023	$30.00
INTERIOR/EXTERIOR BUILDING SUPPLY LLC	09/28/2023	$440.00
SHUTTLEWORTH CHIROPRACTIC CENTER	09/28/2023	$30.00
SMILE GULF COAST	09/28/2023	$30.00
BEACON BUILDING PRODUCTS	09/28/2023	$32.50
ROSES EXPRESS #573	09/28/2023	$250.00
HALF SHELL OYSTER HOUSE	09/28/2023	$144.00
FAST MART #23	09/28/2023	$35.00
SOUTHERN OAKS MHP LLC	09/28/2023	$20.00
M & C HOME SUPPLY	09/28/2023	$20.00
SIPPS	09/28/2023	$35.00
ALLURE NAIL SPA LLC	09/28/2023	$30.00
CAJUN OPERATING COMPANY	09/28/2023	$30.00
REGIONAL SUPPORT SERVICE LLC	09/28/2023	$20.00
COAST CONCRETE	09/28/2023	$54.00
FORE W C TRUCKING INC	09/28/2023	$123.00
HUNTOONS INC	09/28/2023	$20.00
K 9 PAWS	09/28/2023	$20.00
THE TALBOTS INC	09/28/2023	$75.00
OREILLY AUTO PARTS # 1994	09/28/2023	$25.00
OREILLY AUTO PARTS 1489	09/28/2023	$25.00
OREILLY AUTO PARTS #977	09/28/2023	$92.50

WESTAR SC HOLDING LLC	09/28/2023	$20.00
SUGAR MILL VII LLC	09/28/2023	$20.00
HAIR DAY SALON & SPA	09/28/2023	$20.00
JOAN S. WALDROUP, LCSW, PLLC	09/28/2023	$20.00
WAVELENGHT LLC	09/28/2023	$30.00
OASIS REAL ESTATE INVESTMENT INC	09/28/2023	$20.00
RUBYS GENTLE TOUCH HOME CARE	09/28/2023	$20.00
TYNES JOHN	09/28/2023	$20.00
STORAGE KING USA	09/28/2023	$20.00
ELITE HAIR & BEAUTY SUPPLY, LLC	09/28/2023	$20.00
HELLO DONUTS	09/28/2023	$20.00
MERAKI THERAPIES LLC	09/28/2023	$20.00
J & V FOOD STORE	09/28/2023	$35.00
EL GALLO USED TIRE SHOP	09/28/2023	$20.00
NAIL PALACE	09/28/2023	$20.00
JOES APPLIANCE REPAIR LLC	09/28/2023	$20.00
BROTHER'S FOOD MART	09/28/2023	$20.00
LIL TOTS ACADEMY CREOSOTE	09/28/2023	$72.00
LIL TOT'S DAY CARE CENTER	09/28/2023	$72.00
C & M TACTICAL LLC	09/28/2023	$400.00
CARTERS	09/28/2023	$25.00
FLYNN RESTAURANT GROUP	09/28/2023	$30.00
JELLY DONUTS & KOLACHES	09/28/2023	$20.00
MINDFUL MATTERS	09/28/2023	$30.00
BEST MART	09/28/2023	$92.50
THE POUR HOUSE	09/28/2023	$45.00
SHIRLEY HILLIARD LCSW PLLC	09/28/2023	$20.00
KERN OPTICAL LAB	09/28/2023	$20.00
THOMASVILLE APARTMENTS	09/28/2023	$20.00
ABILITY MARINE	09/28/2023	$20.00
CHANDELEUR ISLAND BREWING COMPANY	09/28/2023	$500.00
GILLIGANS LOUNGE	09/28/2023	$35.00
WHITE CAP SEAFOOD RESTAURANT INC.	09/28/2023	$117.00
JERRY JOHNSTON MUSIC LESSONS	09/28/2023	$20.00
HARDY COURT LIQUOR & WINE	09/28/2023	$150.00
RAFFERTY LAW GROUP PLLC	09/28/2023	$30.00
MEDICAL ANALYSIS	09/28/2023	$20.00
MEDICAL ANALYSIS	09/28/2023	$20.00
MEDICAL ANALYSIS	09/28/2023	$20.00
MEDICAL ANALYSIS	09/28/2023	$20.00
COLEMAN SHANETTE	09/28/2023	$20.00
SOUTHERN HEARING LLC	09/28/2023	$20.00
TURAN FOLEY MOTORS INC	09/28/2023	$560.00
COAST CUSTOM CYCLES	09/28/2023	$20.00
COMMUNITY CHOICE FINANCIAL	09/28/2023	$20.00
PAPA JOHNS	09/28/2023	$20.00

PAPA JOHNS PIZZA #324	09/28/2023	$20.00
U HAUL MOVING AND STORAGE	09/28/2023	$36.00
HOBBY LOBBY STORES, INC #497	09/28/2023	$150.00
DODGES STORE	09/28/2023	$107.50
JOHNSTONE SUPPLY OF GULFPORT	09/28/2023	$680.00
THE UNIFORM OUTLET	09/28/2023	$40.00
ASHE&C GIFT SHOP	09/28/2023	$20.00
ACME BRICK COMPANY	09/28/2023	$1,040.00
ENTERPRISE LEASING CO SOUTH CENTRAL LLC	09/28/2023	$1,530.00
HOLDERS RESTAURANT	09/28/2023	$45.00
ENTERPRISE LEASING CO - SOUTH CENTRAL LLC	09/28/2023	$5,025.00
BARNES & NOBLES BOOKSELLERS INC #2961	09/28/2023	$560.00
LIL RAY'S	09/28/2023	$45.00
HIGHSIDE	09/28/2023	$30.00
MOE'S SOUTHWEST GRILL	09/28/2023	$30.00
KELLY SERVICES INC	09/28/2023	$20.00
BEL-AIRE BAPTIST PRESCHOOL	09/28/2023	$20.00
PIBS LLC	09/28/2023	$20.00
GEIGER HEATING & AIR	09/28/2023	$51.00
THE EYE CLINIC P A	09/28/2023	$20.00
OROFACIAL PAIN, PLLC	09/28/2023	$20.00
SOUTHEAST COMMERICAL	09/28/2023	$20.00
SARTINS DISCOUNT DRUGS INC	09/28/2023	$380.00
SARTINS VITAL CARE INC	09/28/2023	$36.00
ROUSES ENTERPRISES LLC	09/28/2023	$815.00
BRANHAM CORPORATION	09/28/2023	$75.00
WETLANDS SOLUTIONS LLC	09/28/2023	$20.00
ROBERTSON CRISTA	09/28/2023	$20.00
CULTIVATED WELLNESS DISPENSARY NO. 3	09/28/2023	$62.50
CHRISTIAN SOUND CONSULTANTS	09/28/2023	$43.80
CHRISTIAN SOUND CONSULTANTS	09/28/2023	$43.80
ICC CABLE CORP.	09/28/2023	$920.00
NATIONAL CAR RENTAL	09/28/2023	$5,130.00
J.ALLEN FORD	09/28/2023	$150.00
J. ALLEN MAZDA	09/28/2023	$36.00
THE SAFE FOOD CULTURE	09/28/2023	$20.00
NAVIGATOR CREDIT UNION	09/28/2023	$30.00
FIRST BAPTIST CHURCH GULFPORT	09/28/2023	$20.00
BUTLER PHARMACY LLC	09/28/2023	$20.00
NEOLIFE PHYSICAL THERAPY & WELLNESS	09/28/2023	$20.00
ALPHACARE URGENT CARE	09/28/2023	$30.00
AUTOZONE #5978	09/28/2023	$150.00
AUTO ZONE INC 259	09/28/2023	$440.00
BELK EYE CLINIC AND OPTICAL	09/28/2023	$30.00
AUTO ZONE STORES INC	09/28/2023	$380.00
BROWN MITCHELL & ALEXANDER INC	09/28/2023	$63.00

MAGNOLIA COAST REALTY	09/28/2023	$20.00
ROY ANDERSON CORP	09/28/2023	$150.00
MC COAST PROPERTY MANAGEMENT	09/28/2023	$20.00
SPECIALTY MACHINE WORKS INC	09/28/2023	$80.00
MS AUDREYS SOUTHERN KITCHEN & CATERING	09/28/2023	$30.00
CHILLVILLE CREAMERY	09/28/2023	$45.00
WINDSOR ASHIRA	09/28/2023	$20.00
CHANNEL CAPITAL FINANCIAL GROUP	09/28/2023	$20.00
ADVANCED CAR AUDIO	09/28/2023	$20.00
ELISHA'S SPEECH AND LANGUAGE SERVICE	09/28/2023	$20.00
DME EXPRESS	09/28/2023	$30.00
CDI PLAZA INC	09/28/2023	$20.00
SPORT'S LAUNDRY	09/28/2023	$20.00
WXXV TELEVISION	09/28/2023	$150.00
WAYNE STEVEN	09/28/2023	$20.00
C A SARDUCCIS	09/28/2023	$45.00
SOUTHERN STITCH CANVAS & UPHOLSTERY LLC	09/28/2023	$20.00
BEAUTY ALLIANCE INC	09/27/2023	$50.00
CITI TRENDS # 434	09/27/2023	$62.50
REXEL USA INC	09/27/2023	$1,200.00
ROSS DRESS FOR LESS #820	09/27/2023	$340.00
ADVANCE AMERICA CASH ADVANCE	09/27/2023	$20.00
WHATABURGER RESTAURANTS LLC	09/27/2023	$105.00
THE HERTZ CORPORATION	09/27/2023	$3,015.00
HERTZ CORPORATION	09/27/2023	$150.00
THE HOME DEPOT #2901	09/27/2023	$1,840.00
LOANMASTER	09/27/2023	$20.00
LOANMASTER	09/27/2023	$20.00
UNITED RENTALS	09/27/2023	$30.00
LIFE STORAGE	09/27/2023	$20.00
PILGER TITLE CO	09/27/2023	$30.00
PILGER TITLE CO	09/27/2023	$30.00
LOGANS ROADHOUSE #406	09/27/2023	$144.00
COASTAL HEALTH & REHABILITATION CENTER	09/27/2023	$150.00
LEVI'S ONLY STORES INC	09/27/2023	$40.00
VALUE AUTO LLC	09/27/2023	$32.50
LHC GROUP INC	09/27/2023	$42.00
DEACONESS HOMECARE	09/27/2023	$75.00
APPLEBEE'S NEIGHBORHOOD RESTAURANT	09/27/2023	$63.00
RAISING CANES CHICKEN FINGERS	09/27/2023	$30.00
THE CLAIBORNE AT GULFPORT HIGHLANDS	09/27/2023	$90.00
SAS SHOEMAKERS #130	09/27/2023	$92.50
ACADEMY SPORTS & OUTDOORS	09/27/2023	$660.00
AFC INC	09/27/2023	$20.00
FIRST IMPRESSIONS LLC	09/27/2023	$20.00
TJ MAXX #008	09/27/2023	$200.00

BAYOU VIEW QUICK STOP	09/27/2023	$35.00
NORTHEND TRUCK SALES INC	09/27/2023	$20.00
CENTURYLINK COMMUNICATIONS COMPANY LLC	09/27/2023	$20.00
MADISON SECURITY	09/27/2023	$20.00
PENSKE TRUCK LEASING	09/27/2023	$42.00
KEESLER FEDERAL CREDIT UNION	09/27/2023	$36.00
WISE CARTER CHILD & CARAWAY PA	09/27/2023	$45.00
KEESLER FEDERAL CREDIT UNION	09/27/2023	$30.00
THE LAUNDRY	09/27/2023	$20.00
AWAKENING PA	09/27/2023	$20.00
DESIGN PRECAST & PIPE INC	09/27/2023	$168.00
MURPHY OIL USA #5508	09/27/2023	$20.00
WRIGHTSCAPES	09/27/2023	$20.00
CONTRACTING 24-7 LLC	09/27/2023	$20.00
MALONE SPECIALTY CONTRACTORS LLC	09/27/2023	$20.00
BLOSSMAN GAS INC	09/27/2023	$30.00
WORLD ACCEPTANCE CORPORATION	09/27/2023	$20.00
EDWARDS ANTONIO	09/27/2023	$20.00
L J CONSTRUCTION INC	09/27/2023	$30.00
SALLY BEAUTY SUPPLY #10740	09/27/2023	$50.00
ADVANCED COMMERCIAL SERVICES LLC	09/27/2023	$20.00
CH2M HILL	09/27/2023	$20.00
SOUTH MISSISSIPPI SMILES	09/27/2023	$36.00
M K BATTERY	09/27/2023	$62.50
RENT-A-CENTER ACCEPTANCE EAST LLC	09/27/2023	$30.00
5 STARS FASTMART LLC	09/27/2023	$35.00
COURT PROGRAM INC	09/27/2023	$20.00
EUNIQUE KUTZ	09/27/2023	$20.00
SAI SHELL	09/27/2023	$55.00
MR LEE MTS LLC	09/27/2023	$20.00
PRESERVATION HOMES LLC	09/27/2023	$30.00
DESIGN PRECAST AND PIPE INC.	09/27/2023	$20.00
CAPTAIN HOOKS SEAFOOD & MORE LLC	09/27/2023	$35.00
IMAGE HAIR SOLUTIONS LLC	09/27/2023	$20.00
COMPTONS CONTRACTING	09/27/2023	$20.00
EXCLUSIVE CLEANERS	09/27/2023	$40.00
EXCLUSIVE CLEANERS	09/27/2023	$40.00
NEIL MCINTYRE DMD, PLLC	09/27/2023	$30.00
APEX PARTY & EVENT RENTALS	09/27/2023	$20.00
COASTAL WHOLESALE	09/27/2023	$20.00
TEXAS ROADHOUSE HOLDINGS LLC	09/27/2023	$315.00
COAST HAND THERAPY	09/27/2023	$20.00
EDUCATE AND CELEBRATE	09/27/2023	$32.50
R KEITH BELL	09/27/2023	$20.00
REFINED THERAPY GROUP	09/27/2023	$20.00
HOTWORX	09/27/2023	$20.00

TITLEMAX	09/27/2023	$20.00
B'S STOP N SAVE LLC	09/27/2023	$35.00
H&S COMM & IND SUPPLY & SERVICES	09/27/2023	$20.00
TAMALE SHAK	09/27/2023	$35.00
ABC RENTAL INC	09/27/2023	$30.00
TAYLOR HARRIS DRUG STORE	09/27/2023	$20.00
5A CARPET CLEANERS	09/27/2023	$20.00
PARTY GIRLS	09/27/2023	$20.00
MARBLE SLAB CREAMERY	09/27/2023	$30.00
KAY JEWELERS OUTLET #4089	09/27/2023	$300.00
HOPKINS BARVIE & HOPKINS PLLC	09/27/2023	$30.00
MICHAEL VINCENT SALON	09/27/2023	$20.00
OXFORD POINT APARTMENTS	09/27/2023	$20.00
HUNG QUOC VU	09/27/2023	$30.00
FOOD QUEEN MINI MART INC	09/27/2023	$35.00
LAW OFFICES OF MATT GREENBAUM APLC	09/27/2023	$20.00
SALLOUM LAW FIRM PLLC	09/27/2023	$20.00
MOSES DEPARTMENT STORE	09/27/2023	$25.00
HAIR AND BEAUTY SUPPLY	09/27/2023	$62.50
GULFPORT WINDSURFING	09/27/2023	$20.00
YEAGER WAYNE & SHERRY	09/27/2023	$20.00
ADVANCED HEARING SYSTEM, INC	09/27/2023	$20.00
LENA'S BEAUTY SALON	09/27/2023	$20.00
COASTAL MEDICAL EQUIPMENT	09/27/2023	$20.00
RYAN ALSTON LAWN CARE	09/27/2023	$20.00
WROLSTAD REAL ESTATE AND INSURANCE	09/27/2023	$20.00
COASTAL HEARING CENTER	09/27/2023	$30.00
PERFUMANIA	09/27/2023	$50.00
LOWES HOME CENTER LLC	09/27/2023	$1,840.00
DOLLAR TREE #4346	09/27/2023	$62.50
TWIN STAR WINE & LIQUOR LLC	09/27/2023	$20.00
BLAKESLEE & BLAKESLEE	09/27/2023	$20.00
BURGER KING # 11080	09/27/2023	$80.00
BURGER KING #1596	09/27/2023	$80.00
BURGER KING	09/27/2023	$80.00
AMERICAN LEGION POST 119	09/27/2023	$35.00
VICTORIA LYNN JEWELRY	09/27/2023	$20.00
COWAN ROAD MINI STORAGE	09/27/2023	$20.00
TRINITY PRESCHOOL	09/27/2023	$30.00
JAPANESE BUGGY WORKS	09/27/2023	$20.00
SHARI HERRING ATTORNEY AT LAW	09/27/2023	$20.00
BOYCE HOLLEMAN & ASSOCIATES	09/27/2023	$30.00
DENISE BUSH PROPERTIES LLC	09/27/2023	$20.00
ROONEYS IRISH PUB	09/27/2023	$35.00
DOUGLAS EXPRESS DELIVERY	09/27/2023	$42.00
ST JOSEPH HOSPICE OF SOUTHERN MS	09/27/2023	$75.00

KENTUCKY FRIED CHICKEN #37	09/27/2023	$30.00
TRUSTMARK NATIONAL BANK	09/27/2023	$20.00
GULFPORT ACADEMY CHILD CARE INC	09/27/2023	$36.00
BEN BOWDEN PC	09/27/2023	$20.00
SUNSOUTH	09/27/2023	$300.00
TOPP MCWHORTER HARVEY PLLC	09/27/2023	$30.00
OLLIE'S BARGAIN OUTLET #343	09/27/2023	$340.00
150 GOLF	09/27/2023	$75.00
CAREPLUS REALTY LLC	09/27/2023	$20.00
AMBROSE CONSTRUCTION	09/27/2023	$20.00
DANIELS REAL ESTATE DEVELOPMENT & CONT	09/27/2023	$20.00
DANIELS REAL ESTATE	09/27/2023	$20.00
THE CADILLAC CUISINE & SPIRITS	09/27/2023	$15.00
CAMPBELLS FIX IT	09/27/2023	$20.00
AD MEDICAL CONSULTING LLC	09/27/2023	$20.00
CLASSY CHASSIS	09/27/2023	$30.00
ARCHIES HOTDOG ISLAND & CATERING LLC	09/27/2023	$20.00
SOUTHERN WAY REALTY	09/27/2023	$30.00
ATELIER, LLC	09/27/2023	$20.00
MILE HIGH DAIQUIRIS	09/27/2023	$20.00
SUBWAY	09/27/2023	$20.00
SIMPLY SADIE JANE	09/27/2023	$20.00
PIZZA HUT #2207	09/27/2023	$30.00
SURF STYLE	09/27/2023	$55.00
H&S COMMERCIAL AND INDUSTRIAL CONST. LLC	09/27/2023	$20.00
MIKE & JERRYS PAINT & SUPPLY	09/27/2023	$40.00
THE KAYALIFE	09/27/2023	$20.00
UROLOGY ASSOCIATES	09/27/2023	$30.00
HORNE LLP	09/27/2023	$111.00
ABC SUPPLY CO INC	09/27/2023	$200.00
ABC SUPPLY CO INC.	09/27/2023	$300.00
AMERICAN ESOTERIC LABORATORY	09/27/2023	$30.00
THE MEETING PLACE LLC	09/27/2023	$20.00
BAYVIEW FURNITURE	09/26/2023	$75.00
HILTON GARDEN INN	09/26/2023	$126.00
RIVERBEND UNDERGROUND LLC	09/26/2023	$20.00
HARTSON KENNEDY CABINET TOP CO	09/26/2023	$150.00
JWA CONSTRUCTION, LLC	09/26/2023	$30.00
FLOOR CO. LLC	09/26/2023	$20.00
NORTH WIND FABRICATION INC	09/26/2023	$45.00
COAST SPEECH-LANGUAGE THERAPY LLC	09/26/2023	$20.00
SHAW DESIGN GROUP P A	09/26/2023	$20.00
SUPERIOR NAILS	09/26/2023	$20.00
CENTER FOR HEALTH MANAGEMENT	09/26/2023	$20.00
DW LUXE	09/26/2023	$25.00
BRADFORD O'KEEFE FUNERAL HOME INC	09/26/2023	$30.00

BRADFORD O'KEEFE FUNERAL HOME	09/26/2023	$30.00
F & D STORAGE	09/26/2023	$20.00
BAYOU CONCRETE LLC	09/26/2023	$48.00
BAYOU CONCRETE LLC	09/26/2023	$90.00
CLAYS PRINT SHOP INC	09/26/2023	$30.00
BIRDSONG CONSTRUCTION CO INC	09/26/2023	$20.00
FOOD GIANT GAS	09/26/2023	$20.00
REGIONS FINANCIAL CORPORATION	09/26/2023	$30.00
FOOD GIANT SUPERMARKETS INC #607	09/26/2023	$315.00
BAYWOOD CAMPGROUND INC	09/26/2023	$20.00
TURAN FOLEY MOTORS	09/26/2023	$150.00
BUDGET CLEANERS	09/26/2023	$30.00
TELESOUTH MEDIA	09/26/2023	$36.00
911 RESTORATION OF SOUTH MISSISSSIPPI	09/26/2023	$30.00
DA'VEES	09/26/2023	$68.40
DA'VEES	09/26/2023	$68.40
DA'VEES	09/26/2023	$68.40
LUX STUDIO	09/26/2023	$21.60
LUX STUDIO	09/26/2023	$21.60
BIG BOY CONVENIENCE STORE	09/26/2023	$20.00
PROFESSIONAL REAL ESTATE MGT	09/26/2023	$30.00
BEAU ANDRE APARTMENTS	09/26/2023	$20.00
PROFESSIONAL REAL ESTATE MGT	09/26/2023	($20.00)
DAVIS & CRUMP PC	09/26/2023	$135.00
BALANCED MIND AND BODY LLC	09/26/2023	$20.00
BOBBY'S LOUNGE	09/26/2023	$15.00
PURPOSED BY DESIGN LAWN MAINTENANCE LLC	09/26/2023	$20.00
BOBBY'S LOUNGE	09/26/2023	$20.00
GREGS RESTORATION	09/26/2023	$20.00
FEARN BUILDERS LLC	09/26/2023	$20.00
MS GULF COAST CLEANING & JANITORIAL	09/26/2023	$20.00
FEARN PROPERTY SPECIALIST LLC	09/26/2023	$20.00
TABER EXTRUSIONS LLC	09/26/2023	$80.00
GREGS RESTORATION	09/26/2023	($20.00)
BAYOU REALTY LLC	09/26/2023	$20.00
TRAVEL AFFILIATES	09/25/2023	$30.00
CERBIDE INC	09/25/2023	($20.00)
D & G CLEANING SERVICES	09/25/2023	($20.00)
TRAVEL AFFILIATES	09/25/2023	($30.00)
PAV & BROOME WATCHMAKERS & JEWELER	09/25/2023	$800.00
CADENCE BANK	09/25/2023	$414.00
PYRON COASTAL	09/25/2023	$30.00
CORNETT BOLT & SCREW CO	09/25/2023	$92.50
ENERGY BEVERAGE MANAGEMENT LLC	09/25/2023	$30.00
STARVISION TECHNOLOGY	09/25/2023	$30.00
ELLIOTT HOMES	09/25/2023	$120.00

KATY BEAUTY SUPPLY	09/25/2023	$62.50
PERFORMANCE COACHWORKS INC	09/25/2023	$30.00
MY SALON SUITE	09/25/2023	$20.00
BED BREAKFAST & BEYOND	09/25/2023	$20.00
COAST OFF-ROAD OUTFITTERS	09/25/2023	$20.00
CERBIDE INC	09/25/2023	$20.00
CHIC HAIR SALON	09/25/2023	$20.00
TRI COUNTY EYE CLINIC	09/25/2023	$93.00
ECONO LODGE INN & SUITES	09/25/2023	$30.00
HEADLINERS PLUS	09/25/2023	$20.00
APPLE CONSTRUCTION CO	09/25/2023	$30.00
RAVISH SALON & SPA	09/25/2023	$20.00
SLOWIK BLANCA/KEVIN	09/25/2023	$20.00
JW PUCKETT & COMPANY, INC.	09/25/2023	$42.00
CHAMPION CHRYSLER DODGE JEEP RAM	09/25/2023	$150.00
BIG LOTS #840	09/25/2023	$200.00
FASTENAL COMPANY INC	09/25/2023	$92.50
ENCORE REHABILITATION INC	09/25/2023	$30.00
JA MOBILE CAR CARE LLC	09/25/2023	$30.00
BEST BUY STORES INC #1174	09/25/2023	$1,040.00
NEWMAN LUMBER CO INC	09/25/2023	$92.50
LPK ARCHITECTS - GULF COAST, PA	09/25/2023	$20.00
LYMAN MANOR APARTMENTS	09/25/2023	$20.00
VACUUM SERVICES LLC	09/25/2023	$45.00
THE FUNKEE MONKEY LLC	09/25/2023	$25.00
THRIFT MART	09/25/2023	$20.00
BLOOMINGDEALS	09/25/2023	$20.00
THRIFT MART	09/25/2023	$20.00
SALVAGE WORLD OF GULFPORT, LLC	09/25/2023	$20.00
SALVAGE WORLD OF GULFPORT, LLC	09/25/2023	$25.00
PHELPS DUNBAR LLP	09/25/2023	$36.00
DDB TRANSPORT	09/25/2023	$20.00
BLAZIN CAJUN SEAFOOD LLC	09/25/2023	$35.00
ENCORE REHABILITATION INC	09/25/2023	$30.00
CHICO'S FAS INC	09/25/2023	$40.00
BAY ICE CO	09/25/2023	$30.00
DOORWAYS INC	09/25/2023	$20.00
TRAVEL AFFILIATES	09/25/2023	$30.00
D & G CLEANING SERVICES	09/25/2023	$20.00
COASTAL REFRESHMENTS	09/25/2023	$20.00
ALLEN BEVERAGES INC	09/25/2023	$150.00
JOHNSONS HEATING AND AIR	09/25/2023	$20.00
BLUE CLIFF COLLEGE	09/25/2023	$66.00
KREAMY DONUTS	09/25/2023	$20.00
GORDON'S NEW & USED TIRES	09/25/2023	$20.00
COFFEE Y'ALL ESPRESSO LLC	09/25/2023	$20.00

K & S KWIK STOP	09/25/2023	$35.00
PHYSIC READING	09/25/2023	$20.00
H & R LAWNCARE LLC	09/25/2023	$20.00
RUBY NAIL LLC SALON	09/25/2023	$20.00
RIVERCHASE APTS	09/25/2023	$20.00
SAWGRASS PARK APARTMENTS	09/25/2023	$20.00
GULF SOUTH MORTGAGE	09/25/2023	$30.00
SAWGRASS PARK APARTMENTS	09/25/2023	$20.00
ALWAYS READY TRAVEL AGENCY	09/25/2023	$21.60
ALWAYS READY TRAVEL AGENCY	09/25/2023	$21.60
R & R LANDSCAPING & LAWN CARE	09/25/2023	$20.00
SUNRAY SPA 7 LLC	09/25/2023	$25.00
PANADERIA BAKERY LATINO LLC	09/25/2023	$20.00
MOSES CONCRETE INC	09/25/2023	$20.00
MIND BODY SOUL WEIGHT REDUCTION	09/25/2023	$20.00
OASIS MENTAL WELNESS	09/25/2023	$20.00
SUNCOAST MAINTENANCE	09/25/2023	$20.00
LATINO AMERICA ENVIO	09/25/2023	$20.00
J & S AUTO DETAILING	09/25/2023	$20.00
J T HALL FUNERAL HOME INC	09/25/2023	$20.00
STORSOFT TECHNOLOGY CORPORATION	09/25/2023	$30.00
DOLLAR RENT A CAR	09/25/2023	$2,430.00
MOBILE LUMBER & BUILDING MTLS INC	09/25/2023	$300.00
HOGAN SURGICAL CENTER PA	09/25/2023	$20.00
ANCHOR ACCOUNTING & TAX SERVICES LLC	09/25/2023	$20.00
WINDOW WORLD	09/25/2023	$20.00
IONSOUTH GULFPORT LLC	09/25/2023	$20.00
METADYNE GULFPORT LLC	09/25/2023	$20.00
PETE'S ELECTRIC SERVICE INC	09/25/2023	$20.00
HIDDEN ACRES	09/25/2023	$20.00
HOGAN EYE CLINIC PA	09/25/2023	$51.00
ALLIANCE PEST CONTROL	09/25/2023	$30.00
SONSHINE DESIGNS	09/25/2023	$20.00
GADDY EYE CLINIC	09/25/2023	$30.00
DUFRENE BUILDING MATERIALS LLC	09/25/2023	$92.50
PERFUME OUTLET	09/25/2023	$20.00
STIFEL NICOLAUS & COMPANY, INC.	09/25/2023	$20.00
RAY BRANDT VOLKSWAGEN LLC	09/25/2023	$30.00
PASS ROAD MINI STORAGE	09/25/2023	$20.00
WOMANS CLINIC	09/25/2023	$57.00
JET BLAST OF MS	09/25/2023	$20.00
JET BLAST	09/25/2023	$20.00
MURPHY CHIROPRACTIC GULFPORT, LLC	09/25/2023	$20.00
BUSCH REALTY GROUP LLC	09/25/2023	$20.00
INNOVATIVE THERAPIES INC.	09/25/2023	$30.00
COAST PROCESS SERVERS	09/25/2023	$20.00

BLOW FLY BAR & GRILL	09/25/2023	$45.00
ALEX NAIL SPA	09/25/2023	$20.00
BAYOU VIEW HARDWARE	09/25/2023	$20.00
ALL SAFE TECHNOLOGIES LLC	09/25/2023	$54.00
STEWART FACILITY SERVICES GULF COAST	09/25/2023	$20.00
CASSADY - ACADIA LAND SURVEYING LLC	09/25/2023	$30.00
MISS GULF COAST MULTIPLE LISTING	09/25/2023	$30.00
AMERICAN BLUES NETWORK	09/25/2023	$30.00
KEESLER FEDERAL CREDIT UNION	09/25/2023	$150.00
KEESLER FEDERAL CREDIT UNION	09/25/2023	$30.00
84 LUMBER CO	09/25/2023	$920.00
ORKIN PEST CONTROL	09/25/2023	$75.00
COAST VETERINARY HOSPITAL	09/25/2023	$20.00
PROFESSIONAL REAL ESTATE MGT	09/25/2023	($30.00)
COMMUNITY BANK	09/25/2023	$48.00
SOUTHERN PIPE & SUPPLY CO INC	09/25/2023	$560.00
SALAD STATION	09/25/2023	$20.00
BAYOU BIKES INC	09/25/2023	$20.00
SHAGGYS GULFPORT BEACH	09/25/2023	$105.00
GULF COAST ASSOC OF REALTORS INC	09/25/2023	$30.00
ALMANETT LLC	09/25/2023	$20.00
CAPTAIN D'S	09/25/2023	$60.00
FAIRFIELD INN MARRIOTT	09/25/2023	$36.00
MC BEAUTY	09/25/2023	$200.00
HP DEVELOPMENT	09/25/2023	$20.00
PEEKAY'S BAR & BISTRO	09/25/2023	$35.64
PEEKAY'S BAR & BISTRO	09/25/2023	$35.64
MIRAGE MOBILE HOME VILLAGE	09/25/2023	$20.00
ZIGNA SECURITY SERVICES	09/25/2023	$30.00
PROFESSIONAL REAL ESTATE MGT	09/25/2023	$30.00
BURGLASS & TANKERSLEY LLC	09/25/2023	$20.00
EEG MARINE LLC	09/25/2023	$51.00
SPENCER CHIROPRACTIC CLINIC INC	09/25/2023	$30.00
DWAYNE DAVIS DRYWALL	09/25/2023	$20.00
OXFORD OPTIONS OF GULFPORT	09/25/2023	$45.00
LAND SHAPER INC	09/25/2023	$105.00
HUTCHINS VOCATIONAL SERVICES	09/25/2023	$20.00
STEVE TOWING	09/25/2023	$20.00
PRIDESTAFF	09/25/2023	$20.00
VETERANS METAL RECYCLING	09/25/2023	$20.00
SE HOMES/STEVENSON ELITE RENOVATIONS	09/25/2023	$20.00
AFFORDABLE CABINETS PLUS	09/25/2023	$20.00
MCGUFFEE'S APPLIANCE REPAIR SERVICE	09/25/2023	$20.00
SADIE JANE'S FRESH FLORIST & GIFTS	09/25/2023	$20.00
AL-MS COASTAL LAW LLC	09/25/2023	$20.00
FOXWORTH LAW OFFICE	09/25/2023	$20.00

DIVINE DENISTRY	09/25/2023	$30.00
WHEELER FAMILY DENTISTRY	09/25/2023	$30.00
S F ALMAN LTD	09/25/2023	$200.00
MCALISTER LAW FIRM	09/25/2023	$20.00
FLOOR TRADER	09/25/2023	$680.00
AESTHETIC SURGERY CENTER	09/25/2023	$30.00
BOND SEPTIC SERVICE LLC	09/25/2023	$20.00
SPORTS TURF MAINTENANCE SERVICES	09/25/2023	$20.00
CONN ELECTRIC CO	09/25/2023	$20.00
BENEFIELD EYE CARE PC	09/25/2023	$63.00
GASTROENTEROLOGY CENTER, PA	09/25/2023	$39.00
EDDIE J DEANO, PLLC	09/25/2023	$20.00
H&S UTILITY MAINTENANCE SERVICES	09/25/2023	$43.80
H&S UTILITY MAINTENANCE SERVICES	09/25/2023	$43.80
DONALD R JONES ATTORNEY, PLLC	09/25/2023	$20.00
SALTY HAIR STUDIO	09/25/2023	$20.00
ALLISTON'S	09/25/2023	$20.00
PROGRESSIVE AUTOMOTIVE INC	09/25/2023	$20.00
GULFPORT NISSAN	09/25/2023	$1,840.00
FAIRY WINGS MOBILE PHLEBOTOMY SERVICE	09/25/2023	$20.00
H & S HOLDINGS	09/25/2023	$66.00
H & S HOLDINGS	09/25/2023	$66.00
H & S HOLDINGS	09/25/2023	$66.00
THE DAWG HOUSE OF MISSISSIPPI LLC	09/25/2023	$20.00
GULF SOUTH LAW FIRM PLLC	09/25/2023	$20.00
GOOD KARMA CAFE	09/25/2023	$20.00
BARBARA MASON INTERIOR DESIGN	09/25/2023	$20.00
PROPERTY MANAGEMENT DIVISION OF BUSCH REALTY GROUP	09/25/2023	$30.00
HOODS DISCOUNT HOME CENTER	09/25/2023	$560.00
CHATMANS LAWN SERVICE	09/25/2023	$20.00
IRBY ELECTRICAL DISTRIBUTOR	09/25/2023	$75.00
PURE SAFETY TRAINING&CONSULTING SVC LLC	09/25/2023	$20.00
THE FIRST BANCSHARES	09/25/2023	$30.00
THE FIRST BANCSHARES	09/25/2023	$20.00
LITTLE KITCHEN CATERING	09/25/2023	$20.00
THE FIRST BANK INC	09/25/2023	$36.00
THE FIRST BANCSHARES INC	09/25/2023	$30.00
UNITED CAB	09/25/2023	$20.00
THE GAP OUTLET # 7937	09/25/2023	$1,520.00
BANANA REPUBLIC #6295	09/25/2023	$920.00
OLD NAVY STORE #5889	09/25/2023	$1,840.00
PETSMART INC #633	09/25/2023	$150.00
HOME2 SUITES BY HILTON	09/25/2023	$66.00
SPRINGHILL SUITES	09/25/2023	$81.00
HAMPTON INN & SUITES GULFPORT	09/25/2023	$63.00
SPRINKLE CLEANING SERVICES LLC	09/25/2023	$20.00

AT&T MOBILITY	09/25/2023	$92.50
EYEMART EXPRESS	09/25/2023	$25.00
WOODFOREST NATIONAL BANK	09/25/2023	$30.00
SUPERIOR INSULATION OF THE GULF COAST	09/25/2023	$42.00
NORTHWOOD HILLS ANIMAL HOSPITAL	09/25/2023	$30.00
PREMIER WOMEN'S HEALTH PLLC	09/25/2023	$30.00
PREMIER WOMENS HEALTH	09/25/2023	$36.00
ABC TOWING	09/21/2023	$20.00
GOODYEAR AUTO & SERVICE CENTER #2733	09/21/2023	$20.00
RAS ENTERPRISES LLC	09/21/2023	$33.00
RED DOT STORAGE	09/21/2023	$20.00
ABC EASY STORAGE	09/21/2023	$20.00
GULF COAST FUEL	09/21/2023	$20.00
GAMESTOP 3744	09/21/2023	$25.00
MICHAEL H GILREATH PA	09/21/2023	$20.00
BUCHANAN TIMBER	09/21/2023	$20.00
BACK IN MOTION CHIROPRACTIC	09/21/2023	$30.00
APOLLO FLIGHT TRANING & AIRCRAFT MGT	09/21/2023	$20.00
LADY T'S BEAUTY SALON	09/21/2023	$20.00
CANVAS & COCKTAILS	09/21/2023	$20.00
LISA NAIL SPA	09/21/2023	$20.00
ELEPHANT IN THE ROOM	09/21/2023	$20.00
LISA NAILS & BEAUTY SUPPLIES	09/21/2023	($20.00)
SHERWIN WILLIAMS FLOOR COVERING #2405	09/21/2023	$200.00
SHERWIN WILLIAMS COMPANY #7357	09/21/2023	$150.00
THE SHERWIN WILLIAMS COMPANY #7532	09/21/2023	$92.50
SMOOTHIE KING #642	09/21/2023	$20.00
SMOOTHIE KING #1400	09/21/2023	$20.00
NEW BEGINNINGS CARPET CLEANING PLUS	09/21/2023	$20.00
PRESTIGE PROPERTIES INC	09/21/2023	$20.00
CHILDRENS WORLD LEARNING ACADEMY LLC	09/21/2023	$30.00
FABER NEWS & GIFT	09/21/2023	$50.00
OVERSTOCK FURNITURE & MATTRESS	09/21/2023	$32.50
PROFESSIONAL REAL ESTATE MGT	09/21/2023	$20.00
EXCEED PHYSICAL THERAPY	09/21/2023	$30.00
FRENCH DRUG CO INC	09/21/2023	$75.00
JANA MAYO LCSW	09/21/2023	$20.00
DA BEST WINGS	09/21/2023	$20.00
SUNCOAST/CLAYS BUSINESS SUPPLY	09/21/2023	$50.00
SAWYER REAL ESTATE INC	09/21/2023	$30.00
C & M SPANN CONSTRUCTION LLC	09/21/2023	$20.00
MURKY WATERS LLC	09/21/2023	$60.00
MORAN HAULING INC	09/21/2023	$30.00
REGIONS FINANCIAL CORPORATION	09/21/2023	$30.00
MISS THAI LLC	09/21/2023	$20.00
SOLAR SUPPLY INC	09/21/2023	$25.00

HAIR FETISH	09/21/2023	$20.00
AICHA AFRICAN HAIR BRAIDING & BEAUTY	09/21/2023	$20.00
RAY CROWELL REAL ESTATE INC	09/21/2023	$20.00
OWEN & CO. LLC	09/21/2023	$20.00
EXPRESS STORAGE	09/21/2023	$20.00
4 KING VAPE SHOP LLC	09/21/2023	$20.00
DREX EXECUTIVE PROTECTION	09/21/2023	$20.00
GULF COAST BONSAI	09/21/2023	$20.00
TAMMY MCCOY INSURANCE AGENCY LLC	09/21/2023	$20.00
SYLVAN LEARNING CENTER	09/21/2023	$20.00
ON THE SPOT SERVICES DBA D & D HOMES	09/21/2023	$20.00
MAJESTIC ELITE CLEANING SERVICES, LLC	09/21/2023	$20.00
BAUDIERS FLOORING	09/21/2023	$20.00
THE RADISH LOFT	09/21/2023	$25.00
NEWK'S EXPRESS CAFE	09/21/2023	$96.00
GULF SHIP LLC	09/21/2023	$60.00
GULF SHIP LLC	09/21/2023	$150.00
IMPERIO LATINO MINI MARKET 2 LLC	09/21/2023	$35.00
GULF COAST COMMUNITY FCU	09/21/2023	$78.00
GULF COAST COMMUNITY FCU	09/21/2023	$66.00
RAMEY HOSLEY & ASSOCIATES LLC	09/21/2023	$20.00
SURFACE SOLUTIONS	09/21/2023	$20.00
BETTER QUALITY BUILDER LLC	09/21/2023	$20.00
TOCS TOWING & RECOVERY INC	09/21/2023	$20.00
LY FIRST STOP	09/21/2023	$35.00
SAMSON & POWERS PLLC	09/20/2023	$20.00
SIGNS PLUS INC	09/20/2023	$30.00
WZKX WROA WRPM WGCM	09/20/2023	$54.00
NONSTOP ENTERPRISE LLC	09/20/2023	$21.60
NONSTOP ENTERPRISE LLC	09/20/2023	$21.60
PITSTOP CAR WASH	09/20/2023	$30.00
PITSTOP CAR WASH	09/20/2023	$30.00
THE YOGA BARRE	09/20/2023	$20.00
GALLOWAY JOHNSON TOMPKINS BURR & SMITH	09/20/2023	$30.00
SCHLOEGEL GEORGE A	09/20/2023	$20.00
ALAREON MEDIA GROUP LLC	09/20/2023	$20.00
BEACH PHARMACY	09/20/2023	$200.00
VICKERY REAL ESTATE APPRAISAL	09/20/2023	$20.00
BRIDGES SKIN AND BODY LLC	09/20/2023	$30.00
SYMMES & ESTES PLLC	09/20/2023	$20.00
CAM TRANSPORT INC	09/20/2023	$30.00
MIDWAY TRAILER PARK	09/20/2023	$20.00
5 STAR CLEANING SERVICE	09/20/2023	$20.00
SCHWARTZ ORGLER AND JORDAN PLLC	09/20/2023	$30.00
BALLET THEATRE SCHOOL	09/20/2023	$30.00
ADVANCED MEDICAL SYSTEMS INC	09/20/2023	$20.00

SUNDOWN LAWN SERVICES	09/20/2023	$20.00
DANNS FOOD MART	09/20/2023	$35.00
THE GREAT SOUTHERN CLUB	09/20/2023	$45.00
ELITE CARE HOME CARE SERVICES	09/20/2023	$20.00
CRUISIN THE COAST	09/20/2023	$20.00
GULF COAST DENTAL CARE P A	09/20/2023	$45.00
L V NAILS SPA	09/20/2023	$30.00
AGJ SYSTEMS & NETWORKS INC	09/20/2023	$81.00
STRONG HOME SERVICES	09/20/2023	$20.00
SHIRLE WARREN	09/20/2023	$20.00
LISA NAILS & BEAUTY SUPPLIES	09/20/2023	$20.00
DMS MAIL MANAGEMENT OF GULFPORT	09/20/2023	$30.00
BAYOU VIEW APARTMENTS	09/20/2023	$20.00
F & E JANITORIAL	09/20/2023	$20.00
SUGAR LILY'S	09/20/2023	$20.00
KIRKSEY PROFESSIONAL CLEANING SERVICE LLC	09/20/2023	$20.00
ALLEN AUTOMOTIVE INC	09/20/2023	$1,360.00
BOND USED APPLIANCE & REG	09/20/2023	$20.00
DULIN & DULIN	09/20/2023	$30.00
SCHWARTZ, ORGLER, JORDAN & WILLIAMS PLLC	09/20/2023	$30.00
STORAGE CHOICE	09/20/2023	$20.00
LIGHTHOUSE COUNSELING	09/20/2023	$20.00
RE-THREADS THRIFT STORE	09/20/2023	$20.00
MCCULLOUGH RENTAL	09/20/2023	$20.00
FIRST CONSUMER FINANCIAL	09/20/2023	$20.00
BURGER KING #5668	09/20/2023	$33.00
DIGITAL NETWORK SOLUTIONS LLC	09/20/2023	$25.00
AMERICAN READY MIX	09/20/2023	$20.00
WOODYS ROADSIDE GULFPORT	09/20/2023	$105.00
DEUTSCH KERRIGAN LLP	09/20/2023	$30.00
SUNBELT MEDICAL SOLUTIONS LLC	09/20/2023	$20.00
COASTAL TILE	09/20/2023	$20.00
HYDRATECH CARPET & DISASTER SERVICES LLC	09/20/2023	$20.00
MOSES ELECTRIC INC	09/20/2023	$150.00
WINN DIXIE #1511	09/20/2023	$455.00
MISSISSIPPI COAST MARINE INC	09/20/2023	$30.00
ZENAIDAS GIFTS & WRAPPING	09/20/2023	$20.00
RESILIENCE PSYCHOTHERAPY	09/20/2023	$20.00
DOWNTOWN SERVICE STATION	09/20/2023	$30.00
PHYSICIANS PAIN & SPINE SPECIALISTS PLLC	09/20/2023	$30.00
COASTAL WINDOW TINTING	09/20/2023	$20.00
COCA COLA BOTTLING CO UNITED	09/20/2023	$80.00
CRESTHAVEN INC	09/20/2023	$20.00
GREG SMITH PROPERTIES LLC	09/20/2023	$20.00
AMERICAN CREDIT CORP OF MS LLC	09/20/2023	$20.00
TRIBLE'S INC	09/20/2023	$30.00

NORWOOD VILLAGE SHOPPING CENTER	09/20/2023	$20.00
PLUM HOMES INC	09/20/2023	$20.00
ROOMING HOUSE	09/20/2023	$20.00
NORTH GULFPORT DISCOUNT PHARMACY	09/20/2023	$40.00
JAMISON AUTO GROUP	09/20/2023	$20.00
CHAMPIONS REAL ESTATE INC	09/20/2023	$20.00
A TAYLOR MAID SERVICE	09/20/2023	$20.00
RONNIE'S AUTOMOTIVE	09/20/2023	$30.00
MADISON BROOKE SALON	09/20/2023	$20.00
GULF COAST VISION	09/20/2023	$30.00
MULTI CARE JANITORIAL SERVICES	09/20/2023	$20.00
ALL PRO TOWING	09/20/2023	$20.00
AFFORDABLE TOWING	09/20/2023	$20.00
SMARTWAY DIRECT SPEED EQUIPMENT & AUTO REPAIRS	09/20/2023	$20.00
A CONFIDENTIAL CELEBRITY VIP LIMOUSINE	09/20/2023	$30.00
BUCKS TOWING	09/20/2023	$20.00
MILES TO ADVENTURE	09/20/2023	$20.00
ALLEN PLUMBING CO INC	09/20/2023	$20.00
NEXGEN HEALTHCARE LLC	09/20/2023	$20.00
COMMUNICATIONS INTERNATIONAL INC	09/20/2023	$30.00
MILLER & SMITH	09/20/2023	$20.00
SPEEDY CASH	09/20/2023	$30.00
SPEEDY CASH	09/20/2023	$30.00
AVONLEA SALON	09/20/2023	$20.00
CLARK OIL # 41	09/20/2023	$35.00
KELLYS SPORTS PUB	09/20/2023	$48.00
CLARK OIL #33	09/20/2023	$65.00
TD PHARMACY	09/20/2023	$75.00
VALBRIDGE PROPERTY ADVISORS SC MS.	09/20/2023	$30.00
CLARK OIL # 19	09/20/2023	$65.00
LOANMAX,LLC.	09/20/2023	$20.00
CLARKS EXXON #13	09/20/2023	$47.50
LA VERACRUZANA MEAT MARKET	09/20/2023	$35.00
CLARKS EXXON # 11	09/20/2023	$40.00
SKEETERS LLC	09/20/2023	$45.00
GULFPORT THERMO KING SERVICE INC	09/20/2023	$30.00
WAFFLE HOUSE INC	09/20/2023	$60.00
KID ACADEMY INC	09/20/2023	$54.00
WAFFLE HOUSE #2066	09/20/2023	$60.00
TAEKWONDO PLUS INC	09/20/2023	$20.00
UNIQUE COLLISION CENTER INC	09/20/2023	$60.00
WAFFLE HOUSE #757	09/20/2023	$60.00
UNIQUE COLLISION & TOWING INC	09/20/2023	$20.00
WAFFLE HOUSE # 319	09/20/2023	$60.00
D AND L FIRE AND SAFETY LLC	09/20/2023	$20.00
J SALLOUM PROPERTIES INC	09/20/2023	$20.00

MORTON AMANDA	09/20/2023	$20.00
SUNRAY SPA 7 LLC	09/20/2023	$20.00
KELLY MICHAEL RAYBURN ATTORNEY AT LAW	09/20/2023	$20.00
WAFFLE HOUSE # 199	09/20/2023	$60.00
ALPHABEST EDUCATION	09/20/2023	$20.00
MAVEN CONSTRUCTION & ENVIRONMENTAL LLC	09/20/2023	$20.00
1ST CHOICE STORAGE	09/20/2023	$20.00
ADVANCED CONTRACTING SERVICES LLC	09/20/2023	$20.00
WAFFLE HOUSE # 201	09/20/2023	$60.00
CLEARWATER GULF COAST	09/20/2023	$92.50
SAFE MINI STORAGE #4	09/20/2023	$20.00
DEFINED KUTZ	09/20/2023	$43.80
DEFINED KUTZ	09/20/2023	$43.80
THREE OAKS TRAILER PARK	09/20/2023	$20.00
MCMURPHY M TRACY	09/20/2023	$20.00
GOLDBENDER INC	09/20/2023	$75.00
T SMITH REAL ESTATE	09/20/2023	$20.00
ALL SIGNS	09/20/2023	$30.00
GULFEAGLE SUPPLY INC	09/20/2023	$800.00
LINCARE INC	09/20/2023	$20.00
LOOMIS ARMORED US LLC	09/20/2023	$20.00
UNITED RENTALS	09/20/2023	$25.00
MEINEKE	09/20/2023	$30.00
MAACO	09/20/2023	$30.00
MISSISSIPPI TITLE LOANS	09/20/2023	$20.00
MISSISSIPPI TITLE LOANS INC	09/20/2023	$20.00
MCALISTERS DELI	09/20/2023	$30.00
PLANET FITNESS	09/20/2023	$20.00
WELL FARGO BANK NA	09/20/2023	$30.00
HIBACHI EXPRESS INC.	09/20/2023	$45.00
CORE CHIROSPORT PLLC	09/20/2023	$20.00
ALBRITTON ACCOUNTING / INSURANCE AGENCY	09/20/2023	$30.00
ENGINEERING XCELLENCE WITH KRIS RIEMANN & ASSOC PLLC	09/20/2023	$20.00
REGENCY OF MISSISSIPPI	09/20/2023	$20.00
1ST CHOICE STORAGE	09/20/2023	$20.00
EDDIE'S TOWING TIRE & AUTOMOTIVE	09/20/2023	$30.00
RIVERSIDE AUTO SALES	09/20/2023	$200.00
CVS/PHARMACY #5923	09/20/2023	$165.00
CVS/PHARMACY #5908	09/20/2023	$165.00
WOK EXPRESS	09/20/2023	$30.00
CONVENIENT MINI STORAGE	09/20/2023	$20.00
HIGH MAINTENANCE HAIR SALON	09/20/2023	$30.00
DEDEAUX EAST SELF STORAGE	09/20/2023	$20.00
DEDEAUX WEST SELF STORAGE	09/20/2023	$20.00
GANT AND BROWN PREMIER HOMES LLC	09/20/2023	$20.00
CALIBER PROPERTIES LLC	09/20/2023	$20.00

CIRCA 1909 ANTIQUES	09/20/2023	$20.00
NUGENT UNITED METHODIST CHURCH DAY CARE	09/20/2023	$30.00
ENCOMPASS HEALTH REHAB HOSPITAL OF GULFPORT	09/20/2023	$150.00
A + PROPERTY MANAGEMENT	09/20/2023	$20.00
ACE DATA STORAGE CENTER	09/20/2023	$60.00
MORRIS BART & ASSOCIATES	09/20/2023	$93.00
COASTAL MARINE SALES	09/20/2023	$1,520.00
JKA PROPERTIES LLC	09/20/2023	$20.00
MCCABE DENTAL CLINIC	09/20/2023	$36.00
ALEXANDER VAN LOON SLOAN LEVENS & FAVRE	09/20/2023	$75.00
GWENDA PATTON REALTY	09/20/2023	$20.00
CORY FURY OT LLC	09/20/2023	$20.00
EDNAS CHILD DEVELOPMENT CENTER	09/20/2023	$30.00
KHI CORPORATION - KEITH HUBER CORP	09/20/2023	$80.00
SMITH JASON V PHYSICIAN	09/20/2023	$30.00
T&J CHUCKS AUTOMOTIVE	09/20/2023	$30.00
MCDONALD'S #12604	09/20/2023	$30.00
ISCO METALS & SUPPLIES OF MS LLC	09/20/2023	$92.50
DO IT RIGHT NOT TWICE	09/20/2023	$20.00
CAJUNS FABULOUS FRIED CHICKEN	09/19/2023	$75.00
CAJUNS FABULOUS FRIED CHICKEN INC	09/19/2023	$30.00
DGM VENTURES INC	09/19/2023	$150.00
STEWART MARINE LLC	09/19/2023	$20.00
ANDERCORP LLC	09/19/2023	$96.00
K. FERGUSON SALON	09/19/2023	$30.00
SOUTHERN PRO TRUCK	09/19/2023	$32.50
TRINITY LAWN PROFESSIONALS	09/19/2023	$20.00
Z TRIP	09/19/2023	$30.00
GLASS SOLUTIONS	09/19/2023	$36.00
STAIR DEPOT OF MS	09/19/2023	$20.00
COVENANT CHRISTIAN BOOKSTORE	09/19/2023	$20.00
DOMINO HOUSE	09/19/2023	$20.00
DOCTORS' CARE BHRT & VITAMIN CENTER	09/19/2023	$20.00
CROSSROADS FAMILY VISION LLC	09/19/2023	$30.00
INSTITUTE FOR MARINE MAMMAL STUDIES INC	09/19/2023	$147.00
TWO MEN AND A TRUCK	09/19/2023	$60.00
WICKED FISH BAIT & TACKLE	09/19/2023	$20.00
JADOT CONSTRUCTION	09/19/2023	$20.00
SOKOLOVE LAW LLC	09/19/2023	$20.00
PICK UP AND GO INC	09/19/2023	$20.00
FELIXS RESTAURANT & OYSTER BAR	09/19/2023	$45.00
MEDICAL ANALYSIS GHV	09/19/2023	$30.00
MEDICAL ANALYSIS	09/19/2023	$30.00
COAST COUPLE REALTY	09/19/2023	$20.00
NEGROTTO'S FRAME & ART	09/19/2023	$20.00
MICHAEL PAYMENT MD CARDIOLOGY PA	09/20/2023	$30.00

ABUNDANT ELECTRIC	09/19/2023	$20.00
BLACK DIAMOND HOLDINGS LLC	09/19/2023	$20.00
CANDLEWOOD VILLA APARTMENTS	09/19/2023	$20.00
HOPKINS GEORGE P INC	09/19/2023	$20.00
HEALY & JORDAN PLLC	09/19/2023	$30.00
LADNER GROUP LLC	09/19/2023	$20.00
TRUCKERS SUPPLY CO INC	09/19/2023	$25.00
BRANDI'S HOPE COMMUNITY SERVICE	09/19/2023	$30.00
BURNS COOLEY DENNIS INC	09/19/2023	$20.00
TELAGEN LLC	09/19/2023	$20.00
SERVICE MASTER CLEAN	09/19/2023	$90.00
CASPOINT CARE INC	09/19/2023	$20.00
BLUE MERCHANTS	09/19/2023	$20.00
JANIES PET CENTER	09/19/2023	$20.00
DACUS JOSHUA P	09/19/2023	$20.00
PASS GROCERY & TOBACCO SHOP	09/19/2023	$40.00
RUS MOTORS	09/19/2023	$20.00
GULF COAST NEUROSPA LLC	09/19/2023	$30.00
FAMILY AFFORDABLE HOME REPAIRS	09/19/2023	$20.00
DICKEYS BARBECUE PIT	09/19/2023	$45.00
TELLUS SELF STORAGE NORTHWOOD	09/19/2023	$20.00
PHYSICAL MEDICINE & REHAB LLC	09/19/2023	$30.00
MCDONALD'S #30191	09/19/2023	$30.00
NAV SYSTEMS INC	09/19/2023	$20.00
GULF COAST PHYSICAL MEDICINE & REHAB INC	09/19/2023	$20.00
3 SONS MINI STORAGE	09/19/2023	$20.00
ROXANNE CAVATAIO LCSW PLLC	09/19/2023	$20.00
DETAILS WORLD LLC	09/19/2023	$20.00
SOUTHERN RECYCLING LLC	09/19/2023	$30.00
MY PROPS CRAFTS	09/19/2023	$20.00
SOUTHERN CHARM FURNITURE & DESIGN	09/19/2023	$92.50
ROCHELLE'S BEAUTY SHOP	09/19/2023	$20.00
ENMON CHANCE	09/19/2023	$30.00
FLASH PRINTING USA LLC	09/19/2023	$20.00
COMMUNITY BANK	09/19/2023	$30.00
SPECIALTY HOSE & FABRICATION	09/19/2023	$20.00
METAL TECH INC	09/19/2023	$80.00
SHOE CARNIVAL INC # 165	09/19/2023	$560.00
RACETRAC PETROLEUM INC.	09/19/2023	$65.00
SPECIALTY CONTR & ASSOC INC	09/19/2023	$75.00
EDWARDS ELECTRIC SERVICE LLC	09/19/2023	$150.00
CINTAS CORPORATION	09/19/2023	$60.00
AZTECAS	09/19/2023	$75.00
QUEST ORTHOTICS AND PROSTHETICS	09/19/2023	$20.00
COLLINS FILTER CO INC	09/19/2023	$20.00
JONES JONES & JONES ATTORNEYS	09/19/2023	$20.00

KENTUCKY FRIED CHICKEN #68	09/19/2023	$30.00
SIGNATURE REAL ESTATE	09/19/2023	$20.00
SIGNATURE REAL ESTATE LLC	09/19/2023	$20.00
GULF COAST EDUCATION SOLUTIONS	09/19/2023	$30.00
FIVE BELOW #6001	09/19/2023	$75.00
MURPHY ELECTRIC INC	09/19/2023	$90.00
JOHNSON-DAY PROPERTIES	09/19/2023	$20.00
GULF COAST EAR NOSE & THROAT ASSOC LLC	09/19/2023	$30.00
STORAGE PLUS	09/19/2023	$20.00
GRAYBAR ELECTRIC COMPANY	09/19/2023	$150.00
BAKER, HOOKER & ASSOCIATES, PLCC	09/19/2023	$30.00
SOUTHERN PROSTHETIC CARE	09/19/2023	$20.00
FERGUSON ENTERPRISES INC	09/19/2023	$440.00
INTERACTIVE PATIENT CARE ATTENDANT SERVICES LLC	09/19/2023	$20.00
AT HOME STORES LLC	09/19/2023	$680.00
HIBBETT SPORTING GOODS INC #480	09/19/2023	$150.00
WILLIAM A PENEGUY CPA	09/18/2023	$30.00
MCMULLAN WINDOW CLEANING SERVICES LLC	09/18/2023	$20.00
GULF COAST LIMB & BRACE INC	09/18/2023	$20.00
NEXT LEVEL AUTOS LLC	09/18/2023	$75.00
SOUTHEASTERN COMMERCIAL MASONRY, INC.	09/18/2023	$40.00
PREMIUM INDUSTRIAL MACHINES OF AMERICA CORP	09/18/2023	$92.50
SOUTHEASTERN COMMERCIAL MASONRY, INC.	09/18/2023	$40.00
NORWOOD VILLAGE BARBER SHOP	09/18/2023	$30.00
STOWERS ELECTRIC & TJ CONTRACTOR	09/18/2023	$20.00
KROL ELECTRIC INC	09/18/2023	$30.00
TACO SOMBRERO INC	09/18/2023	$30.00
PLAY AND TALK	09/18/2023	$40.00
JERNIGAN CHIROPRACTIC & REHAB	09/18/2023	$36.00
BENECORP INC	09/18/2023	$20.00
ASAP PLUMBING LLC	09/18/2023	$30.00
SONIC DRIVE IN	09/18/2023	$30.00
PURE AIR FILTER	09/18/2023	$20.00
NELLA	09/18/2023	$32.50
TOP HAT FIREPLACE STORE	09/18/2023	$30.00
FLEUR DE LIS GOURMET BAKERY LLC	09/18/2023	$30.00
FIREHOUSE SUBS	09/18/2023	$30.00
SHANNON'S BUILDING SERVICE	09/18/2023	$20.00
HARBORVIEW ORAL & FACIAL SURGERY	09/18/2023	$30.00
HEALTH CONNECT AMERICA CORP	09/18/2023	$30.00
WOERNER LANDSCAPE SOURCE	09/18/2023	$50.00
QUICK PHONES INC	09/18/2023	$20.00
SERVICEMASTER PROFESSIONAL SERVICES	09/18/2023	$20.00
PALM BEACH TAN	09/18/2023	$30.00
PALM BEACH TAN	09/18/2023	$30.00
GLASS INC	09/18/2023	$25.00

NO DOUBT CUTTS	09/18/2023	$20.00
GODS DIVINE DESIGNS	09/18/2023	$20.00
AUSSIE AUTO ACTION	09/18/2023	$109.50
AUSSIE AUTO ACTION	09/18/2023	$109.50
M SCOTT BREAZEALE DMD	09/18/2023	$20.00
PAPANIA FAMILY DENTISTRY	09/18/2023	$45.00
PASS RD FLEA MARKET	09/18/2023	$20.00
A 1 BATTERY DISTRIBUTOR INC	09/18/2023	$20.00
SOUTH MS POWERSPORTS INC	09/18/2023	$1,296.00
SOUTH MS POWERSPORTS INC	09/18/2023	$1,296.00
HOLTSFORD, GILLILAND, HIGGINS, HITSON, & HOWARD P.C.	09/18/2023	$20.00
GULFPORT 49 LLC	09/18/2023	$35.00
BEAVERS PAUL	09/18/2023	$20.00
COAST RESTAURANT EQUIPMENT SERVICE	09/18/2023	$42.00
HAVARD PEST CONTROL	09/18/2023	$30.00
LORRY J WEAVER PA	09/18/2023	$20.00
BLACKLINE CORP	09/18/2023	$30.00
MAGGIO LAW FIRM PC	09/18/2023	$20.00
NKS MANAGEMENT COMPANY INC	09/18/2023	$20.00
ROBERT H KOON ATTORNEY AT LAW	09/18/2023	$20.00
SHAGGY SHACK	09/18/2023	$20.00
MS COAST AUTO BROKERS GPT	09/18/2023	$150.00
MAVERICKS TRUCK REPAIR LLC	09/18/2023	$20.00
CROSSROAD PANDA PALACE INC	09/18/2023	$57.00
GOODWILL SUPER STORE	09/18/2023	$40.00
STELLY HERBERT J SR	09/18/2023	$20.00
RICHMOND CONSTRUCTION	09/18/2023	$20.00
LUGENHUHL WHEATON PECK RANKIN & HUBBARD, A LAW CORP	09/18/2023	$20.00
DEWITT CHIROPRACTIC	09/18/2023	$20.00
RESIDENCE INN GULFPORT- BILOXI AIRPORT	09/18/2023	$99.00
TENDER LOVING CARE, AN AMEDISYS CO.	09/18/2023	$78.00
FRANKLIN POINT APARTMENTS	09/18/2023	$20.00
HANDSBORO CLEANERS & TAILORS	09/18/2023	$20.00
HANDSBORO CLEANERS & TAILORS	09/18/2023	$20.00
MATRIX BUILDING LLC	09/18/2023	$33.00
NEEL - SCHAFFER, INC.	09/18/2023	$20.00
WALMART #6323 FUEL STATION	09/18/2023	$35.00
WALMART #6323	09/18/2023	$215.00
SONIC DRIVE IN	09/18/2023	$30.00
WALMART #6165 FUEL STATION	09/18/2023	$35.00
WALMART #6165	09/18/2023	$265.00
WALMART SUPERCENTER # 969	09/18/2023	$1,855.00
BOURG DARRELL P	09/18/2023	$20.00
SAMS CLUB #8236	09/18/2023	$1,855.00
AUDIBEL HEARING HEALTHCARE	09/18/2023	$20.00
PGM OF TEXAS	09/18/2023	$36.00

MCNAIRS TAX SERVICE	09/18/2023	$20.00
W J Z D INC	09/18/2023	$51.00
MANDAL'S INC	09/18/2023	$150.00
COOPER REAL ESTATE HOLDINGS LLC	09/18/2023	$20.00
JUST IN TIME LAWN SERVICE	09/18/2023	$20.00
ESPLANADE LAND & TITLE CO, LLC	09/18/2023	$20.00
FIG BOUTIQUE	09/18/2023	$20.00
PANACHE APPAREL & ACCESSORIES INC	09/18/2023	$25.00
REBEL DIP	09/18/2023	$39.00
OWCO LLC	09/18/2023	$20.00
PITSTOP CAR WASH	09/18/2023	($30.00)
PITSTOP CAR WASH	09/18/2023	$30.00
OWEN & OWEN PLLC	09/18/2023	$30.00
ROBINSON HOLDINGS LLC	09/18/2023	$20.00
THE CITIZENS BANK	09/18/2023	$30.00
HAGE FAMILY DENTISTRY	09/18/2023	$30.00
CHEVRON TOWING	09/18/2023	$30.00
ELECTION IMPACT GROUP	09/18/2023	$20.00
KWICKSILVER OF GULFPORT	09/18/2023	$20.00
WILDFLOWER CATERING	09/18/2023	$20.00
DEAN'S TOWING & RECOVERY INC	09/18/2023	$30.00
HAIR PLUS BEAUTY SUPPLY	09/18/2023	$20.00
WELCON ELECTRICAL CONSULTANTS PLLC	09/18/2023	$20.00
VALUE DRUG MART	09/18/2023	$25.00
GULF COAST TOWING INC	09/18/2023	$30.00
GOULET GARY M DR	09/18/2023	$20.00
RELIANT REALTY GROUP LLC	09/18/2023	$20.00
WRIGHT WARD HATTEN & GUEL, CPA'S	09/18/2023	$30.00
GORAM AIR CONDITIONING COMPANY INC	09/18/2023	$120.00
PERFORMANCE SPINE	09/18/2023	$20.00
MICHAELS STORES INC # 5022	09/18/2023	$340.00
TOPPER WORLD OF GULFPORT	09/18/2023	$20.00
PROSTHETIC SOLUTIONS INC	09/18/2023	$20.00
FANTASY DONUTS #2	09/18/2023	$20.00
HEART 2 HEART HOMECARE SERVICES, INC	09/18/2023	$81.00
ASSOCIATED FOOD EQUIPMENT & SUPPLIES INC	09/18/2023	$920.00
SELECT ONE AUTO REPAIR	09/18/2023	$20.00
FLOORING MART	09/18/2023	$20.00
STEENKAMP AGENCY	09/18/2023	$21.60
STEENKAMP AGENCY	09/18/2023	$21.60
MR ELECTRIC OF GULFPORT	09/18/2023	$30.00
GOLDIN METALS INCORPORATED	09/18/2023	$80.00
PROPERTIES	09/18/2023	$30.00
GOLDIN METALS INCORPORATED	09/18/2023	$72.00
GRACE & MERCY PERSONAL CARE & RESPITE SERV LLC	09/18/2023	$20.00
KARL LEVINES HEAT, A/C & ELECTRICAL	09/18/2023	$20.00

VOGLES	09/18/2023	$35.00
PRECISION BEHAVIORAL AND MEDICAL GROUP LLC	09/18/2023	$20.00
F E B DISTRIBUTING CO INC	09/18/2023	$150.00
MY HANDYMAN - HOUSE TECH	09/18/2023	$20.00
SUTTON CONSTRUCTION COMPANY	09/18/2023	$20.00
BILLS BARBER SHOP	09/18/2023	$20.00
IMPORT PERFORMANCE	09/18/2023	$20.00
CLIFFANN ENTERPRISES	09/15/2023	$20.00
FUNNY ICE CREAM	09/15/2023	$25.00
SMILE PUBLICATIONS	09/15/2023	$20.00
SMILE PUBLICATIONS	09/15/2023	($20.00)
SMILE PUBLICATIONS	09/15/2023	$20.00
SOUTHERN HERITAGE CONSTRUCTION & DEVLLC	09/15/2023	$220.00
CRAIG ELECTRICAL SERVICE	09/15/2023	$20.00
EL AGUILA	09/15/2023	$35.00
HOLIDAY INN GULFPORT	09/15/2023	$135.00
DALES AUTO SALES	09/15/2023	$20.00
R SCOTT SHAW REGISTERED MASSAGE THERAPIS	09/15/2023	$20.00
MEDLOGIC	09/15/2023	$90.00
TIPS-N-TOES	09/15/2023	$20.00
HEMLOCK CUSTOMS	09/15/2023	$20.00
EVAPE & SMOKE	09/15/2023	$20.00
THE CUE SHOP, LLC	09/15/2023	$20.00
DEVIL'S CLOTHING AND ACCESSORIES	09/15/2023	$20.00
SOUTHERN LAWN EQUIPME NT & HDD SUPPLY	09/15/2023	$75.00
THE UPS STORE #2816	09/15/2023	$20.00
GULF ORLEANS INC	09/15/2023	$20.00
PANDAS PAIR O DICE	09/15/2023	$20.00
NATIONAL AUTO SALES	09/15/2023	$50.00
DWIGHT TELLIER CHURCH ORGANS INC	09/15/2023	$20.00
PYRAMID RENOVATIONS	09/15/2023	$20.00
A WIRELESS SOLUTIONS & SERVICES LLC	09/15/2023	$20.00
THE GREEN THUMB BEAUTY BAR	09/15/2023	$20.00
1800 WATER DAMAGE OF THE MS GULF COAST	09/15/2023	$20.00
GULFPORT VETERINARY HOSPITAL	09/15/2023	$30.00
LADY L NAILS & SPA	09/15/2023	$20.00
GENTRYS AUTO BODY	09/15/2023	$20.00
DEVINEY CONSTRUCTION CO INC	09/15/2023	$51.00
AT HOME CARE INC	09/15/2023	$20.00
KD SERVICES LLC	09/15/2023	$30.00
DNA UNDERGROUND LLC	09/15/2023	$102.00
SUMMIT FINANCIAL SERVICES CORP	09/15/2023	$20.00
GREGS RESTORATION	09/15/2023	$20.00
GOLLOTT & SONS TRANSFER & STORAGE	09/15/2023	$30.00
HAIR AND BEAUTY 3	09/15/2023	$50.00
NICHOLSON & NICHOLSON LAWYERS	09/15/2023	$20.00

SMITH & HOLDER PROPERTIES LLC	09/15/2023	$30.00
MIAZZA MARTIN GIFTS	09/15/2023	$20.00
JAY LEE COMPANY LLC	09/15/2023	$30.00
ADVANCED MOBILE HOME SUPPLY	09/15/2023	$40.00
DOCTOR'S NUTRITION	09/15/2023	$40.00
BLACKWATER REALTY	09/15/2023	$30.00
GAUDET USED CARS	09/15/2023	$20.00
HOLDER W.F. II	09/15/2023	$20.00
BEST WESTERN SEAWAY INN	09/15/2023	$129.00
GULF COAST EVENT CENTER	09/15/2023	$35.00
GULF COAST MEDICAL SUPPLY	09/15/2023	$20.00
VFW POST 4526	09/15/2023	$35.00
DAYS INN	09/15/2023	$30.00
DAVIS LIQUOR & WINE	09/15/2023	$40.00
A PET'S MEMORY FUNERAL / CREMATORY LLC	09/15/2023	$20.00
AMELIA'S ATTIC DBA AMELIA'S TIRES	09/15/2023	$20.00
WARDS	09/15/2023	$30.00
SIMPKINS & COSTELLI INC	09/15/2023	$30.00
AMELIA'S TIRES	09/15/2023	$20.00
JACK & DIANES TATTOO	09/15/2023	$20.00
QUALITY INN	09/15/2023	$117.00
MCKEE TRIM LLC	09/15/2023	$30.00
GULFPORT PRECISION VISION	09/15/2023	$30.00
WETZEL JAMES K	09/15/2023	$30.00
TERROR ON THE COAST	09/15/2023	$20.00
SIDE SHOW PROPS	09/15/2023	$20.00
B LINE FABRICATION	09/15/2023	$72.00
DIXIE PRESS PUBLISHING LLC	09/15/2023	$20.00
LAURA F. PAULK, P.L.L.C.	09/15/2023	$20.00
SAJWAJ FIBERGLASS SPECIALTIES	09/15/2023	$20.00
K & S TOWING	09/15/2023	$20.00
HEALTHY SMILES FAMILY DENTISTRY	09/15/2023	$30.00
CARR,ALLISON,HOWARD,OLIVER & SISSON, P.C	09/15/2023	$33.00
COLLECTIONS INC	09/15/2023	$30.00
SCIALDONE LAW FIRM	09/15/2023	$39.00
CASTLE BOOKKEEPING SERVICES	09/14/2023	$20.00
SWEIDAN CAESAR	09/14/2023	$30.00
ACTION DOOR CLOSER SERVICE	09/14/2023	$20.00
GULF STATES ENGINEERING OF MS INC	09/14/2023	$36.00
PHILLIPS METAL PRODUCTS	09/14/2023	$92.50
THE SITE FOR PEDIATRIC OCCUPATIONAL THERAPY	09/14/2023	$20.00
MCCABE ORTHODONTICS PLLC	09/14/2023	$30.00
THE DISTRICT SALON	09/14/2023	$20.00
HAIR R-US BEAUTY SALON	09/14/2023	$20.00
HAIR R US BEAUTY BAR	09/14/2023	$20.00
JEFFERY J ISABELL GROUP	09/14/2023	$20.00

DIXIE FIREARMS LLC	09/14/2023	$100.00
HUDSON & SMITH ATTORNEYS	09/14/2023	$20.00
PRISTINE CLEANING SERVICES, INC	09/14/2023	$20.00
B & D CONTRACTING INC	09/14/2023	$20.00
CROFT CONSTRUCTION SERVICES	09/14/2023	$20.00
LANDMARK CONTRACTING INC	09/14/2023	$120.00
DAD'S SUPER PAWN	09/14/2023	$500.00
BRIDGEWATER PSYCHIATRY	09/14/2023	$30.00
SSA GULF INC	09/14/2023	$54.00
HITZ HAIR SALON	09/14/2023	$20.00
DUPREES AUTO REPAIR	09/14/2023	$20.00
AUTO ASYLUM	09/14/2023	$20.00
HANDY LOCK STORAGE	09/14/2023	$20.00
MR & MRS CRAB GULFPORT LLC	09/14/2023	$45.00
RUFUS ALLDREDGE JR ATTORNEY AT LAW	09/14/2023	$20.00
R A BRAUN CUSTOM CONSTRUCTION INC	09/14/2023	$30.00
CRYSTAL REEF AQUARIUM	09/14/2023	$20.00
CLOSE ENCOUNTER	09/14/2023	$35.00
GOTTA LOVETT WINGS & THINGS	09/14/2023	$25.00
BLUSH NAILS & SPA	09/14/2023	$30.00
SMOKEEZ & VAPES #2	09/14/2023	$20.00
EYECONIC BEAUTY SPA LLC	09/14/2023	$20.00
VIVID NAILS & SPA LLC	09/14/2023	$30.00
TANGENT DREAMS	09/14/2023	$20.00
DND TOWING INC	09/14/2023	$45.00
BAYOU VIEW FITNESS	09/14/2023	$20.00
DAD'S CASH A CHECK	09/14/2023	$20.00
MARSHALL PROPERTIES LLC	09/14/2023	$20.00
DAD'S TITLE PAWN	09/14/2023	$20.00
PRESTIA MICHAEL G LAW FIRM	09/14/2023	$20.00
HOOTERS OF GULFPORT	09/14/2023	$105.00
CENTER FOR HEAD & NECK MEDICINE	09/14/2023	$30.00
DIPPIN' DOTS	09/14/2023	$20.00
GULF COAST DERMATOLOGY	09/14/2023	$30.00
HOWARD'S PAINT & DECORATING INC	09/14/2023	$20.00
RUN-N-TRI COMPANY	09/14/2023	$32.50
JAQUELINE UNIQUE BOUTIQUE LLC	09/14/2023	$20.00
BUBBLES AND BOWS	09/14/2023	$30.00
3D GLASS COMPANY	09/14/2023	$39.00
GULF SOUTH REALTY GROUP	09/14/2023	$20.00
R & M IMPORT	09/14/2023	$20.00
ADVANCED PSYCHOTHERAPY ASSOCIATES LLC	09/14/2023	$20.00
ANDERSON OROZCO HOLDINGS LLC	09/14/2023	$20.00
SIMONE & ASSOCIATES PLLC	09/14/2023	$20.00
THE ANDERSON IMMIGRATION LAW GROUP PLLC	09/14/2023	$57.00
NU-WAY AUTO	09/14/2023	$20.00

WALKERS ELECTRONICS	09/14/2023	$20.00
TOP SHOP BERTUCCI TROSCLAIR LLC	09/14/2023	$32.50
ALL STAR	09/14/2023	$20.00
COHEN EDWARD R DPM	09/14/2023	$30.00
GRAYS FURNITURE GALLERIES	09/14/2023	$92.50
JOHN S HEATH	09/14/2023	$20.00
J & B CREATIVE SOLUTIONS	09/14/2023	$20.00
GULF COAST HOLDINGS COM LLC	09/14/2023	$20.00
COLDWELL BANKER ALFONSO REALTY INC	09/14/2023	$78.00
ALEXAS DIAMOND JEWELRY CENTER	09/14/2023	$20.00
REAL ESTATE UNIVERSITY	09/14/2023	$20.00
MAGNOLIA PRINTING COMPANY	09/14/2023	$20.00
MAGNOLIA PRINTING COMPANY	09/14/2023	$20.00
EDWARDS DENTAL EMPORIUM	09/14/2023	$30.00
SOUTHEAST AUTO FINANCIAL SERVICES	09/14/2023	$20.00
GLEEM PAINT CENTER	09/14/2023	$20.00
GULF COAST EXOTIC AUTO LLC	09/14/2023	$560.00
SHANTI YOGA AND COUNSELING	09/14/2023	$20.00
BOOZERS BREW & A CAFE TOO II	09/14/2023	$20.00
HAROLD GRISSOM ATTORNEY	09/14/2023	$20.00
BOOZERS BREW & A CAFE TOO	09/14/2023	$20.00
MUNRO PRODUCTS INC	09/14/2023	$25.00
TIMBER AT THE BAY	09/14/2023	$20.00
AFFORDABLE GARAGE DOOR SERVICE	09/14/2023	$20.00
AMERICAN TOP TEAM GULFPORT	09/14/2023	$20.00
DANCE FOR JOY DANCEWEAR	09/14/2023	$20.00
LOP EARED COYOTE GUNSMITHING	09/14/2023	$20.00
COYOTE PROPERTIES	09/14/2023	$20.00
THRIVE COUNSELING PLLC	09/14/2023	$20.00
CENTURY 21 J CARTER & COMPANY	09/14/2023	$20.00
KLUBNIK JODI	09/14/2023	$20.00
ACE RADIATOR ALIGNMENT & AIR CONDITIONIN	09/14/2023	$20.00
AZALEA SPA SALON	09/14/2023	$20.00
13TH STREET SALON	09/14/2023	$30.00
SALUTE ITALIAN RESTAURANT	09/14/2023	$192.00
KESSEN MOTOR SALES	09/14/2023	$40.00
HURST CONSTRUCTION	09/14/2023	$40.00
HURST AUTOMOTIVE	09/14/2023	$40.00
MARY MCCABE REALTY	09/14/2023	$20.00
HILTON FRANK B DDS	09/14/2023	$20.00
PATTEN FAMILY CHIROPRACTIC	09/14/2023	$20.00
HAPPY NAILS	09/14/2023	$30.00
B & B MOBILE HOME PARK	09/14/2023	$20.00
RESERVE AT THREE RIVERS	09/14/2023	$43.80
RESERVE AT THREE RIVERS	09/14/2023	$43.80
LEONS ARMY NAVY STORE OF GULFPORT LLC	09/14/2023	$50.00

HILLCREST DENTAL GROUP	09/14/2023	$90.00
JERRY'S TOWING & AUTO SERVICE	09/14/2023	$20.00
CLEAR FAMILIES CHIROPRACTIC	09/14/2023	$20.00
SMOKE LOCKER	09/14/2023	$20.00
CAMERON BELL PROPERTIES INC	09/14/2023	$20.00
RA SERVICES LLC	09/14/2023	$20.00
605 PHARMACY LLC	09/14/2023	$25.00
LAW OFFICE OF D JEFFREY WHITE	09/14/2023	$20.00
DANIELAS CLEANING SERVICE	09/14/2023	$20.00
GREENWISE	09/14/2023	$20.00
BAYOU RENTAL PROPERTIES	09/14/2023	$20.00
TCB STOP 'N GEAUX LLC	09/14/2023	$77.50
SEAWAY DEVELOPMENT CO LLC	09/14/2023	$30.00
THE UPS STORE	09/14/2023	$20.00
ANGELS AUTO ACCESSORIES	09/14/2023	$20.00
MOZINGO REAL ESTATE & AUCTION	09/14/2023	$20.00
CAMPGROUNDS OF THE SOUTH	09/14/2023	$20.00
MISSISSIPPI UTILITIES SUPPLY CO #1227	09/14/2023	$1,200.00
COPPER KEY REAL ESTATE	09/14/2023	$20.00
BOUJEE BEVERAGE CARTS	09/14/2023	$20.00
SEALS TIRE & AUTO REPAIR	09/14/2023	$30.00
BUCHANANS TRANSMISSIONS	09/14/2023	$20.00
A & E ELECTRIC INC	09/14/2023	$20.00
NATE GREAT'S PRESSURE WASHING SERVICE	09/14/2023	$20.00
MY FIRST STOP CHILDCARE CENTER LLC	09/14/2023	$20.00
THE HEADACHE SPECIALISTS PLLC	09/14/2023	$30.00
TAYLOR TAX SERVICE	09/14/2023	$30.00
BRIMMER-TURAN FOUNDRY & MACH. LLC	09/14/2023	$30.00
MORGAN DEAN INC	09/14/2023	$20.00
RELIABLE CONCRETE SCANNING AND CUTTING	09/14/2023	$30.00
RESTORE OCULOPLASTICS GULF COAST PLLC	09/14/2023	$30.00
THE BLIND PLACE	09/14/2023	$20.00
GCCC LLC	09/14/2023	$20.00
LEMON TREE	09/14/2023	$20.00
FRIENDLY BARBERS	09/14/2023	$20.00
LEGENDARY TURF MANAGEMENT	09/14/2023	$20.00
MIKES HANDYMAN SERVICES INC	09/14/2023	$20.00
NIC NAC GROCERY	09/14/2023	$35.00
EVAPES LLC	09/14/2023	$20.00
WILLOW CLOTHING INC	09/14/2023	$25.00
GET IT RIGHT TAX SERVICE	09/14/2023	$30.00
COASTAL TOWING	09/14/2023	$20.00
TULANE DERMATOLOGY AFFILIATES	09/14/2023	$30.00
COCO NAIL	09/14/2023	$20.00
BUCKETS & BUBBLES	09/14/2023	$20.00
CHAPTER 13 BANKRUPTCY TRUSTEE	09/14/2023	$30.00

DOGWOOD CERAMIC SUPPLY INC	09/14/2023	$75.00
MEDI-LIFT OF MS LLC	09/14/2023	$30.00
SCENTCIOUS CREATIONS	09/14/2023	$20.00
HEALING GARDEN THERAPIES	09/14/2023	$20.00
EL SALTILLO MEXICAN RESTAURANT	09/14/2023	$45.00
CHASES AUTO SALES	09/13/2023	$20.00
CHASES AUTO SALES	09/13/2023	($20.00)
PANORAMIC PROPERTIES INC	09/13/2023	$20.00
THE ROLLINS LAW FIRM PLLC	09/13/2023	$20.00
KENDALL TURNAGE & BRIAN MOODY	09/13/2023	$21.60
KENDALL TURNAGE & BRIAN MOODY	09/13/2023	$21.60
JUANES AUTO SERVICE LLC	09/13/2023	$43.80
JUANES AUTO SERVICE LLC	09/13/2023	$43.80
THRIFTIQUE MARKETPLACE	09/13/2023	$25.00
THRIFTIQUE THRIFT STORE	09/13/2023	$20.00
HELP FOR MOM	09/13/2023	$20.00
PRN HEALTHCARE GROUP LLC	09/13/2023	$20.00
PERSONAL CARE SERVICES MIDSOUTH, LLC	09/13/2023	$30.00
PATIENCE VIRTUE HOME CARE LLC	09/13/2023	$20.00
RILEYS MAGIC CUTS INC	09/13/2023	$20.00
MISSISSIPPI CANDLE CO	09/13/2023	$20.00
PINK NAILS	09/13/2023	$20.00
CHASES AUTO SALES	09/13/2023	$20.00
KING FOOD MART	09/13/2023	$35.00
MILLION AIR GULFPORT- BILOXI	09/13/2023	$54.00
COLE CUTS BARBER SHOP	09/13/2023	$20.00
DIBS CHEMICAL & SUPPLY CO INC	09/13/2023	$92.50
DUE SEASON TAX & WEDDING SERVICE	09/13/2023	$20.00
OCEANVIEW NAILS	09/13/2023	$20.00
COAST GOLF LLC	09/13/2023	$35.00
SECOND STOP	09/13/2023	$35.00
NAVY FEDERAL CREDIT UNION INC	09/13/2023	$45.00
K'TERI APARTMENTS	09/13/2023	$20.00
EASY GREEN LAWN CARE	09/12/2023	$20.00
3 C'S A/S	09/12/2023	$20.00
3 C'S TOWING AND STORAGE	09/12/2023	$20.00
COTTONS FOUR WHEEL DR TOWING & STORAGE	09/12/2023	$20.00
TWIN CITY LAWN CARE	09/12/2023	$20.00
L & M LAWN CARE	09/12/2023	$20.00
TWIN CITY CONSTRUCTION	09/12/2023	$20.00
BALCH & BINGHAM LLP	09/12/2023	$123.00
CLIP AND DIP DOG GROOMING LLC	09/12/2023	$20.00
PAUL GATES PHOTOGRAPHY	09/12/2023	$20.00
PEARL NAILS & SPA LLC	09/12/2023	$20.00
OIL OF GLADNESS ICE CREAM & SNOWCONE	09/12/2023	$25.00
OIL OF GLADNESS PRODUCE & CONTRACTING	09/12/2023	$25.00

FASHION FACTORY MS LLC	09/12/2023	$20.00
PRO COMPUTERS	09/12/2023	$20.00
GOTT REAL ESTATE LLC	09/12/2023	$20.00
RE/MAX RESULTS IN REAL ESTATE	09/12/2023	$20.00
STR8 OUTTA LUV SNACK SHOP	09/12/2023	$20.00
LOCKETT WILLIAMS MORTUARY	09/12/2023	$30.00
TV NAILS BAR	09/12/2023	$30.00
BOLDING BETINA M	09/12/2023	$20.00
DJ C-ROC ENTERTAINMENT & ILLUSTRATIONS/CHRISTOPHER HALL	09/12/2023	$20.00
SOUTHERN MARSH COLLECTION	09/12/2023	$410.40
SOUTHERN MARSH COLLECTION	09/12/2023	$410.40
KLEIN ROAD MOBILE HOME PARK	09/12/2023	$20.00
CRICKET WIRELESS-MOBILELINK MS LLC	09/12/2023	$20.00
CRICKET WIRELESS	09/12/2023	$20.00
PINNACLE PROTECTION SOLUTIONS	09/12/2023	$20.00
FAMILY SEAFOOD	09/12/2023	$20.00
TOP SHELF CANNA	09/12/2023	$20.00
SOLAR NAILS	09/12/2023	$20.00
ALTERATION-LYNN	09/12/2023	$20.00
LITTLE ANGELS LEARNING LAND	09/12/2023	$30.00
SAMURAI	09/12/2023	$45.00
SEAQUEST DIVING SERVICE	09/12/2023	$20.00
UNIFORM LOCKERS LLC	09/12/2023	$25.00
ALFONSO CONSTRUCTION	09/12/2023	$20.00
EXCLUSIVE NAIL SPA	09/11/2023	$20.00
INFINITY HOME CARE SERVICES LLC	09/11/2023	$20.00
DISCOUNT TIRE & RIMS LLC	09/11/2023	$20.00
PANDA HOUSE II	09/11/2023	$20.00
SOUTHERN MS PLANNING & DEVELOPMENT DISTRICT	09/11/2023	$20.00
DEDEAUX PLAZA	09/11/2023	$23.40
DEDEAUX PLAZA	09/11/2023	$23.40
A-LESS STORAGE	09/11/2023	$20.00
ZACKS PLUS ELECTRIC	09/11/2023	$20.00
GULFPORT EXPRESS	09/11/2023	$35.00
LORRAINE CHEVRON LLC	09/11/2023	$20.00
CHUCK'S WAGON	09/11/2023	$25.00
SHULAR CONTRACTING INC	09/11/2023	$30.00
WILLIAMS PLUMBING	09/11/2023	$20.00
SMOKEYS TOBACCO # 17	09/11/2023	$35.00
BRILLIANT CHILDCARE AND LEARNING CENTER	09/11/2023	$30.00
VFW POST #2539	09/11/2023	$35.00
BIG BOY EXPRESS INC	09/11/2023	$35.00
THE KRATOM SHACK	09/11/2023	$20.00
WE DO IT ENTERTAINMENT	09/11/2023	$20.00
MAAS FOOD MART	09/11/2023	$40.00
RICHARD F BOOTON	09/11/2023	$20.00

RISING BEAUTY SPA, LLC	09/11/2023	$21.60
RISING BEAUTY SPA, LLC	09/11/2023	$21.60
E K EMBROIDERY	09/11/2023	$20.00
EVERYTHING KAYAK, LLC	09/11/2023	$92.50
PONY EXPRESS	09/11/2023	$25.00
WILLIAMS SECURITY & PRIVATE INV	09/11/2023	$20.00
SMOKEY'S DISCOUNT TOBACCO	09/11/2023	$47.50
CDO DISCOUNT EXPRESS(LLC)	09/11/2023	$35.00
K & D SERVICES INC	09/11/2023	$20.00
A1 COIN LAUNDRY	09/11/2023	$20.00
BKONIC LOOKS LLC	09/08/2023	$20.00
GULF COAST ESTATES	09/08/2023	$21.60
GULF COAST ESTATES	09/08/2023	$21.60
BINS GALORE INC	09/08/2023	$20.00
BINS GALORE INC	09/08/2023	$1.60
LAGNIAPPE NATIONAL CONSTRUCTION LLC	09/08/2023	$45.00
JOLLY JACK ICE CREAM	09/08/2023	$25.00
BEAUTIFUL MINDS CHILDCARE AND LEARNING CENTER	09/08/2023	$32.40
BEAUTIFUL MINDS CHILDCARE AND LEARNING CENTER	09/08/2023	$32.40
MYSTIC NAIL BAR & ORGANIC SPA	09/08/2023	$20.00
EL SALTILLO	09/07/2023	$69.00
COASTAL MEDICAL TRAINING INSTITUTE	09/07/2023	$20.00
COAST DISCOUNT DRUGS LLC	09/07/2023	$21.60
COAST DISCOUNT DRUGS LLC	09/07/2023	$21.60
HOWELL MANAGEMENT GROUP LLC	09/07/2023	$20.00
SOUTHERN HOME PRIVATE CARE	09/07/2023	$20.00
TRUCKWORX	09/07/2023	$99.00
CAJUN FOOD MART LLC	09/07/2023	$47.50
BELLA TU DAY SPA	09/06/2023	$20.00
LUXE NAIL SALON & SPA	09/06/2023	$32.40
LUXE NAIL SALON & SPA	09/06/2023	$32.40
TIMS SNOWBALL	09/06/2023	$20.00
TERRA NOSTRA LLC	09/06/2023	$20.00
AMS LAWN SERVICE LLC	09/05/2023	$20.00
PURPLE ILLUSION LLC	09/05/2023	$21.60
PURPLE ILLUSION LLC	09/05/2023	$21.60
U SMOKE SHOP	09/01/2023	$1.60
	MONTHLY TOTAL AMOUNT:	***$105,569.18***

ADVERTISEMENT FOR PROPOSALS

The City of Gulfport is seeking un-priced technical proposals from equipment dealers for:

LED Roadway Lighting Fixtures and Poles

(Courthouse Rd, Dedeaux Road)

Deadline for receipt of un-priced technical proposals is **December 5, 2023 before 10:00 AM**, local time at Hardy Building, 1410 24th Avenue, Gulfport, MS 39501. Bidders may also submit responses electronically at www.gulfportmsbids.com

Pursuant to MS Code 31-7-13 and House Bill 1109, this commodity will be procured through a multi-step procurement process, including a Reverse Auction. In Phase One, un-priced technical proposals are evaluated for potential acceptability based upon pre-determined criteria. In Phase Two, only those bidders whose technical proposals are determined acceptable shall be invited to provide priced bids for consideration. City of Gulfport encourages vendor participation in this multi-step process. Complete instructions are provided in the specifications package.

Specifications and detailed instructions regarding the bid process may be obtained by visiting the website www.gulfportmsbids.com. Specification response forms, along with all other required information detailed in the bid instructions should be submitted no later than **December 5, 2023, before 10:00 AM** per the detailed bid instructions. Un-priced Specification Response submissions will be evaluated, and vendors meeting the required specifications will be invited to participate in the **Electronic Reverse Auction process on December 8, 2023, at 10:00 AM.** Approved vendors will be given detailed instructions regarding the reverse auction. The City of Gulfport reserved the right to extend the auction date if necessary, to complete the pre-qualification process. For any questions relating to the electronic submittal or reverse auction process, please call PH Bidding Group at 662-407-0193.

The City of Gulfport is an equal opportunity employer and hereby notifies all bidders that it will affirmatively ensure that, in any contract entered unto pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, sex, age, disability or national origin in consideration for an award.

The City of Gulfport reserves the right to reject any and or all bids, waive technicalities, informalities or irregularities in the bids received, solicit new bids or to choose that bid which is deemed to be in the best interest of the City of Gulfport.

Jessica Versiga
Purchasing Agent

Publishing Dates: November 10, 2023 and November 17, 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), December 6, 2023 for The City Wide Lift Station Rehabilitation.

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.

The Owner is an equal opportunity employer.

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 November 29, 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 November 9,2023 and November 16, 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), December 6, 2023 for The Debuys Sewer Pump Station.

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 locatedin 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.

The Owner is an equal opportunity employer.

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 November 29, 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 November 9, 2023 and November 16, 2023.

City of Gulfport
Request for Qualifications for Engineering Services
Hydraulic Model for Gulfport's Water Distribution System

Legal Notice

The City of Gulfport intends to employ a consulting engineering firm to provide engineering services utilizing a Cost plus Fixed Fee, Labor Hour/Unit Price or Lump Sum/Firm Fixed Price contract for the update of the existing computerized hydraulic model and provide modeling services for the water distrubution infrastructure within the City's franchise area. The seleted consultant will provide all materials, labor, field-testing, database updating, model licensing, software and incidentals necessary to provide a fully updated and calibrated hydraulic model.

Upon selection, negotiation, and execution of contract, the City of Gulfport anticipates the duration of the consultant's contract to be indefinite with the execution of said contract by January 2024.

Consulting engineering firms interested in providing these services may so indicate by furnishing the City of Gulfport **one (1) original and one (1) digital in the form USB flash drive** of their Qualifications which should consist of the following:

1. A cover letter specifying the name and complete description of project, the name of the project manager, and the location and address of the office to be assigned the majority of the work;

2. A resume for each principal member**,** the project manager, and employee(s) of the firm anticipated to be assigned to the project**.** Also, provide an organizational chart and list each person's experience and qualifications, including proof that the Project Manager is licensed as a Mississippi Professional Engineer and that the firm has met state licensure and certification requirements*;

3. A description of similar type work completed during the past five (5) years which qualifies the consultant for this work; the consultant's cost and consultant's schedule completion and actual completion of this work;

4. Provide any information to indicate that the team has the necessary resources, including available staff, to complete the project within the timeframe indicated above. The Consultant should indicate any other active and planned projects that any individuals, as listed on the organization chart (including any subconsultant(s)), are currently working to complete. The consultant should indicate how they plan to balance workloads to commit the staff and resources necessary to successfully complete the project on-time.

5. A response containing the information upon which the consultant will be evaluated; and,

6. Part II of Standard Form (SF) 330, Architect-Engineer Qualifications. This Form can be obtained at http://sp.gomdot.com/Consulting%20Services/Forms/Standard%20Form%20(SF)%20330,%20Part%20II.pdf

The City of Gulfport will evaluate the Qualifications based on the following factors listed in their relative order of importance:

1. The experience in performing the type of work outlined in the Scope of Work;

2. Qualifications of the principals and professionals to be assigned;

3. The consultant's experience in working with projects involving public funding;

4. The extent of in-house capabilities of the firm; and

5. The consultant's size and capability of available staff to perform this work in accordance with an expedited progress schedule, considering the firm's current and planned workload.

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 Qualifications and/or to discontinue contract execution with any party at any time prior to final contract execution.

All questions in reference to this RFQ shall be directed in writing to jversiga@gulfport-ms.gov. The last day to submit questions will be December 1, 2023 at 10:00 am.

To be considered, all replies must be received in person at the Office of the Procurement, at 1410 24th Street, Gulfport, MS 39501, or online at www.gulfportmsbids.com on or before 10:00 am December 8, 2023. The Proposal should be submitted and marked on the outside as **"Hydraulic Model for Gulfport's Water Distribution System"**.

Publish on: November 9, 2023 and November 16, 2023.

*Miss. Code Ann Sections 73-13-1 through 73-13-45 (1972) (as amended) govern the practice of engineering in Mississippi. Firms are encouraged to contact the Mississippi Board of Licensure for Professional Engineers and Surveyors at (601) 359-6160 to ensure that individuals and firms are qualified to offer and provide services in the State of Mississippi. The Board's web address is www.pepls.state.ms.us.

Send Invoice & Proof of Publication to: **Jessica Versiga**
City of Gulfport
P.O. Box 1780
Gulfport, MS 39502-1780

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), December 6, 2023 for The Mississippi Infrastructure Modernization Act – Paving Infrastructure.

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.

The Owner is an equal opportunity employer.

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 November 29, 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 November 9, 2023 and November 16, 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), December 6, 2023 for the North Gulfport Wastewater Treatment Plant – Headworks and Sandfilters.

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 (USB flash drive)** 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.

The Owner is an equal opportunity employer.

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 November 29, 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 November 9, 2023 and November 16, 2023.

Request for Proposals
Professional Auditing Services
City of Gulfport, MS

The City of Gulfport is requesting proposals from qualified individuals and firms for Professional Auditing Services.

RFP packets will be located at www.gulfportmsbids.com or an email request can be submitted to jversiga@gulfport-ms.gov .

Delivery of Proposals – One (1) original, one (1) copy and one (1) digitally converted file (USB flash drives) copy shall be submitted in a sealed envelope, clearly identified as "RFP for City of Gulfport Professional Auditing Services" and delivered to The City of Gulfport, 1410 24th Avenue, Gulfport, MS 39501 or uploaded to the Planroom at www.gulfportbidsms.com no later than **10:00 am local time on December 12, 2023** after which time they will be delivered to the selection committee. Any proposal received after the time and date stated will be returned unopened.

Questions – All questions regarding this Request for Proposals should be directed to Jessica Versiga via email only jversiga@gulfport-ms.gov *(7) business days* prior to the proposal due date, December 5, 2023 at 10:00 am. All questions must be submitted *in writing*; telephonic inquiries will not be considered.

A selection committee will review each proposal based on grading criteria to be published in the RFP document 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 proposal. Upon final selection and determination made by the City's governing authority, a written contract may be awarded to the individual/firm whose bid/proposal is determined by the governing authority to be the most qualified and/or the lowest and best.

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 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 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.

Publish in the Legal Section on: 11/9/23 and 11/16/23

Request for Proposals
For
Professional Auditing Services

The City of Gulfport ("City") is seeking proposals from qualified experienced public accounting firms ("Auditor") whose principal officers are independent Certified Public Accountants, to provide audit services for the City for a period of one (1) year with an option for the city to renew for four (4) additional one year periods.

- The City of Gulfport serves an area of 62 square miles with a population in excess of 70,000.
- The City's fiscal year begins on October 1 and ends on September 30.
- The City provides services to its citizens in the area of:
  - Police and Fire Protection
  - Water and Sewer Utility
  - Streets and Drainage Maintenance and Construction
  - Planning and Zoning
  - Recreational and Cultural Services
  - General Administrative Services
- The City of Gulfport has a payroll in excess of $36 million and employs approximately 650+ employees.
- The accounting, financial reporting, and budgeting functions of the City are centralized within the Administration and Finance's Office. The City maintains its financial records on a cash basis which is prescribed by state statutes.
- The City's most recent Audit Report is available for review.

I. STATEMENT OF WORK

Proposal for Audit services are hereby solicited by the City of Gulfport, Mississippi in accordance with the following:

- Generally Accepted Auditing Standards promulgated by the Auditing Standards Board of the American Institute of Certified Public Accountants.
- Single Audit Act of 1984 and the Single Audit Act Amendments.
- Government Audit Standards: 2011 Revision (Yellow Book) issued by the Comptroller General of the United States and all amendments thereto.
- OMB Circular A-133: Audits of Audits of States, Local Governments, and Non-Profit Organizations (Latest Revision.)
- Mississippi Municipal Audit and Accounting Guide issued by the Office of the State Auditor, State of Mississippi.

Should the Auditor determine during the course of the audit that it cannot issue an unqualified opinion; the Auditor shall formally notify the Director of Finance and Accounting as soon as possible.

The Auditor shall immediately report all irregularities and illegal acts or indications of illegal acts to the Director of Finance and Accounting.

The Auditor agrees that the firm and all auditors working on the audit are independent of the City, and shall comply with all federal, state, and local laws and regulations in the performance of this engagement.

The Auditor agrees to attend requested meetings with the Director of Finance and Accounting to discuss the financial statement audit.

II. PROPOSED FORMAT

Each participating firm shall submit, as an integral part of this proposal, a Letter of Transmittal to include at a minimum the following information:

A. Executive Summary – This should include a statement of understanding of the Scope of Services, and a brief overview of the key elements of your proposal. Highlight any features or areas that differentiate your services from competitors.

B. Request for Proposal - The Request for Proposal document with any addenda acknowledgements filled out and signed as required.

C. Audit Approach – Describe how the Auditor will plan, conduct, and report on the audit. Include milestones, deliverables, and estimated begin and end dates.

D. Qualifications and Experience of Firm – Describe the firm's qualifications to perform the audit, and the firm's experience with public funding. Include references from similar projects. Discuss availability of experts.

E. Qualifications and Experience of Auditors – Identify the individual auditors assigned to the audit, and their qualifications, training and experience to perform the audit. (Resumes should be included.)

F. Joint Ventures or Associated Firms – Name and describe any associated firm or joint venture that would be involved in the assignment. Show the names and addresses of all individuals or organizations included, and describe their particular areas of anticipated responsibility(ies) with respect to the requested audit services.

G. Cost – Describe the total price for the Auditor to provide the services listed in this solicitation. Also include any travel and lodging expenses that the City may expect to pay.

III. TECHNICAL PROPOSAL

Proposals will be reviewed by the Selection Committee, using the following selection criteria. Each member of the committee will assign points to each criteria based on the content of the proposal. Negotiations will be conducted initially with the firm receiving the highest number of votes, as rated by the Selection Committee. If a mutually satisfactory contract cannot be negotiated with the firm, the firm will be requested to submit a best and final offer, in writing, and if a contract cannot be reached after the best and final offer, negotiation with that firm will be terminated. Negotiations then will be initiated with the subsequently listed firm in the order of rating, and this procedure will be continued until a mutually satisfactory contract has been negotiated. In addition to reaching a fair and reasonable price for required work, the objective of negotiations will be to reach an agreement on the provisions of the proposed contract including scope and extent of work and other essential requirements.

Evaluation Criteria –

Each proposal will be evaluated for full compliance with the RFP instructions to the offeror and the mandatory terms and conditions set forth within the RFP document. The objective of the evaluation will be to recommend the firm who is most responsive to the herein described needs of the City. The proposal will be evaluated on the following criteria:

1 **Qualifications, Resources, and Experience of the Firm** – specific audit experience and client references as it relates to conducting financial audit services and dealing with fund management activities. **(0-20 pts)**

2. **Capability and Skill** – qualifications and prior job experience of proposed assigned auditors, and their professional competence to provide the required audit services. **(0-20 pts)**

3. **Work Approach and Audit Plan** - general understanding of the scope of services, the firm's corresponding adaptability to the work, the project approach and demonstrated solutions to achieving a cost-effective project, to include at a minimum testing cash controls and cash drawers through various processes. **(0-20 pts)**

4. **Cost** – A reasonable cost offered to the City to provide the desired services. **(0-40 pts)**

Expenses of Preparing Responses to this RFP

The City of Gulfport accepts no responsibility for any expenses incurred by the responders to this RFP in the preparation of their responses. Such expenses are borne exclusively by the responders.

Submittal Instructions

One (1) original, three (1) copy and one (1) digitally converted file (USB flash drive), shall be submitted to the Purchasing Office, 1410 24th Avenue, Gulfport, MS 39501, no later than 10:00 am local time on December 12, 2023, after which time they will be delivered to the Selection Committee. Any proposal submitted after the date and time as noted will be returned unopened.

Each proposal will be evaluated for full compliance with the RFP instructions to the offeror and the mandatory terms and conditions set forth within the RFP document. The objective of the evaluation will be to recommend the firm who is most responsive to the herein described needs of the City.

All proposals submitted under this RFP shall become the property of the City of Gulfport and will not be returned

Proposal Duration
Proposals submitted in response to this RFP must be valid for a period of sixty (60) days from proposal submission deadline, and must be so marked.

Contract Term and Renewal Option
The term of the contract shall be for one (1) year. Upon the sole discretion of the City and agreement by the Auditor, this contract may be extended for a period of four (4) additional one (1) year periods.

Availability of Funds
It is understood and agreed between parties to any agreement resulting from this proposal that the City shall be bound hereunder only to the extent of funds available or which may become available for the purposes of this agreement.

It is further understood and agreed between the parties to any agreement resulting from this proposal that the City shall not be obligated to purchase or pay for services covered by this agreement unless and until they are ordered, delivered, and performed for the City.

Payment
Payment to the Auditor shall be made upon completion of the services and acceptance of the reports each year by the Gulfport City Council. The Auditor shall submit itemized invoices to the Clerk of Council with detail consistent with final contract prices.

Access to Auditor's Work Papers
The Auditors' work papers will be available for routine review by the Director of Finance and Accounting, Audit, and appropriate auditors of the Federal or State governments and retained for a period of five (5) years after final issuance of the audit reports.

Should the City change Auditors, the Auditor will make the work papers available to the successor auditor and provide usual and customary professional courtesy and responses to successor auditor inquiries without additional charge to the City or successor auditor.

Award of Contract
A selection committee will review and rate all proposals and may determine an interview list of the firms whose proposal is highest rated based on qualifications and information provided.

Interview listed firms will be scheduled for oral presentation to the selection committee, not to exceed one hour's duration, responding to questions from the selection committee relevant to the firm's proposal.

The selection committee may then rescore all interview-listed firms based on the information submitted and oral interview, and will compile a new list ranking those firms. After all rating is completed, the committee will open cost proposals of only the final short listed firms and will include the cost proposal information along with its recommendation to the Administration and City Council, who will make the final decision as to award of Contract.

Authorizations
Proposals are to be signed by those officials and agents duly authorized on behalf of their respective institutions to sign proposals and contracts.

Cancellation
The City may terminate this contract at any time without cause, in whole or in part, upon giving a thirty (30) day written notice. Upon such cancellation, the contractor shall immediately cease services at the conclusion of the thirty (30) day notice period. The City shall be liable and responsible to the contractor only to the extent of work already performed. Should services be unsatisfactory or untimely, the City shall have the right to cancel the services immediately pursuant to a written notice that identifies the failure to the contractor. Cancellation shall not release the OFFEROR from legal remedies available to the City.

The Contractor may not cancel the award during the initial contract term, but may, upon sixty (60) days written notice to the City, cancel the contract during subsequent terms.

Disqualification of Proposer

Although not intended to be an inclusive list of causes for disqualification, any one or more of the following causes, among others, may be considered sufficient for the disqualification of a proposer and the rejection of his proposal:

1. Evidence of collusion among proposers.
2. Lack of competency as revealed by either financial statements and/or experience as submitted or other factors.
3. Lack of responsibility as shown by past work, judged from the standpoint of workmanship as submitted.
4. Default or termination on a previous contract for failure to perform or otherwise.

Questions
Questions regarding this RFP should be directed to the Purchasing Office by email: jversiga@gulfport-ms.gov, *not less than seven (7) business days* prior to the proposal due date. All questions must be submitted *in writing*; telephonic inquiries will not be considered.

Direct Contact
Direct contact with any City employee, including the Governing Authority, on the subject of this proposal, is strictly forbidden. Violation of this paragraph will result in disqualification of your proposal.

Trade Secrets/Proprietary Information
Trade Secrets or Proprietary information submitted by an, offeror, or contractor in connection with a procurement transaction shall not be subject to public disclosure under the Mississippi Freedom of Information Act; however, the, offeror or contractor must invoke the protections of this section prior to or upon submission of data or other materials to be protected and state the reasons why protection is necessary. *Price quotations in proposals submitted to the City are not "proprietary" or "confidential"*. They are considered public information.

Please mark one:

( ) **No**, the submittal I have turned in does not contain any trade secrets and/or proprietary information.

( ) **Yes**, the submittal I have turned in does contain trade secrets and/or proprietary information. If **YES**, please list the *page numbers* **and** the *reasons* why the information is considered a trade secret and/or proprietary information. These pages shall be conspicuously labeled "PROPRIETARY INFORMATION" in red ink at the top and bottom center of each page.

Do Not Mark the Whole Proposal Proprietary

The contractor will be and state that he is an equal opportunity employer in all solicitations or advertisements.

For the purposes of this subsection, "A drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor in accordance with this subsection, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

Complete the following information and return the form with your package.

1) If you are a SBE, MBE or WBE, please check one of the following boxes:

☐	☐	☐
SBE	**MBE**	**WBE**

Minimum Insurance Requirements

Professional Liability:	$1,000,000	Each Person
	$3,000,000	Total Aggregate
Workers Compensation:	$500,000	Each Accident
	$500,000	Each Employee Disease
	$500,000	Policy Limit Disease

Acknowledgement of Addenda

Addenda may be issued in response to changes in the Request for Proposals. Addenda must be acknowledged by signing and returning the addenda form. Acknowledgements must be received no later than the proposal due date. If acknowledgments are returned with the proposal, they must be submitted with the technical proposal only. Failure to properly acknowledge any addendum may result in a declaration of non-responsiveness by the Governing Authority.

Proposer acknowledges receipt of the following addenda:

Addendum No. _____ dated ___ _____

Addendum No._____ dated _____

Cost Proposal

Place: Office of Procurement, 1410 24th Avenue, Gulfport, Mississippi, 39501

Date: _____

Proposal of: Professional Auditing Services

(_____), organized and existing under the laws of the
Company/Firm name

State of _____, doing business as _____.

To: City of Gulfport
1410 24th Avenue
Gulfport, MS 39501

Gentlemen, in compliance with your invitation for proposals for:

PROFESSIONAL AUDITING SERVICES

FOR THE CITY OF GULFPORT, MISSISSIPPI

Having examined the proposal documents, and scope of work, we do hereby propose to provide professional services and meet and satisfy all requirements and duties in accordance with the contract documents and at the price stated below. This price is to cover all expenses incurred in adequately and properly performing the work and services required under the contract documents, of which this proposal is a part.

$_____

Company/Firm Name	
Authorized Representative (print)	
Authorized Representative (signature)	
Address	
Phone Number	
Facsimile Number	
Email	

Notice to Bidders

Notice is hereby given that the City of Gulfport will receive sealed bids until 10:00 AM, Local Time, December 12, 2023, at the Office of Procurement, located at 1410 24th Ave, Gulfport, MS 39501 for furnishing the City of Gulfport as ordered below:

GROUP C8 – Infield Material

Electronic copies of the bid packages are available by contacting jversiga@gulfport-ms.gov or from www.gulfportmsbids.com . All bids must comply with the specifications provided. The City of Gulfport reserves the right to amend the specifications as necessary and agrees to notify all parties having requested bid packets.

Above items are to be submitted on the bid form as provided. Failure to do so may disqualify the bidder.

The City reserves the right to accept bids by items or by group and to reject any or all bids if deemed to be in the best interest of the City of Gulfport. Bids will be awarded to the "lowest and best" bid submitted.

The owner is NOT responsible for bids which are mailed to the wrong address or which arrive in the mail after the designated bid opening time. Bids may be delivered in person to the Owner's office prior to the bid opening at the time, date and location listed above.

Minority and Women's business enterprises are solicited to bid on this contract as prime contractors and are encouraged to make inquiries regarding potential subcontracting opportunities and equipment, material and/or supply needs.

The successful bidder must adhere to the City's policy concerning non-discrimination without regard to race, creed, color, age, sex, national origin or handicap.

No bidder may withdraw his bid within sixty (60) days after the actual date of the opening thereof.

Direct contact with any City employee, GRC Commissioners, including Administration and City Council, on the subject of this proposal is strictly forbidden. Violation of this paragraph will result in disqualification of your submission.

Ad Dates: 11/9/2023 & 11/16/2023

Send Invoice & Proof of Publication to:

Jessica Versiga
City of Gulfport
P. O. Box 1780
Gulfport, MS 39502-1780

Memorandum – City of Gulfport
PUBLIC WORKS AND 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
Legal Department

From: Wayne E. Miller, P.E., Director of Public Works and Engineering

WEM

Date: October 23, 2023

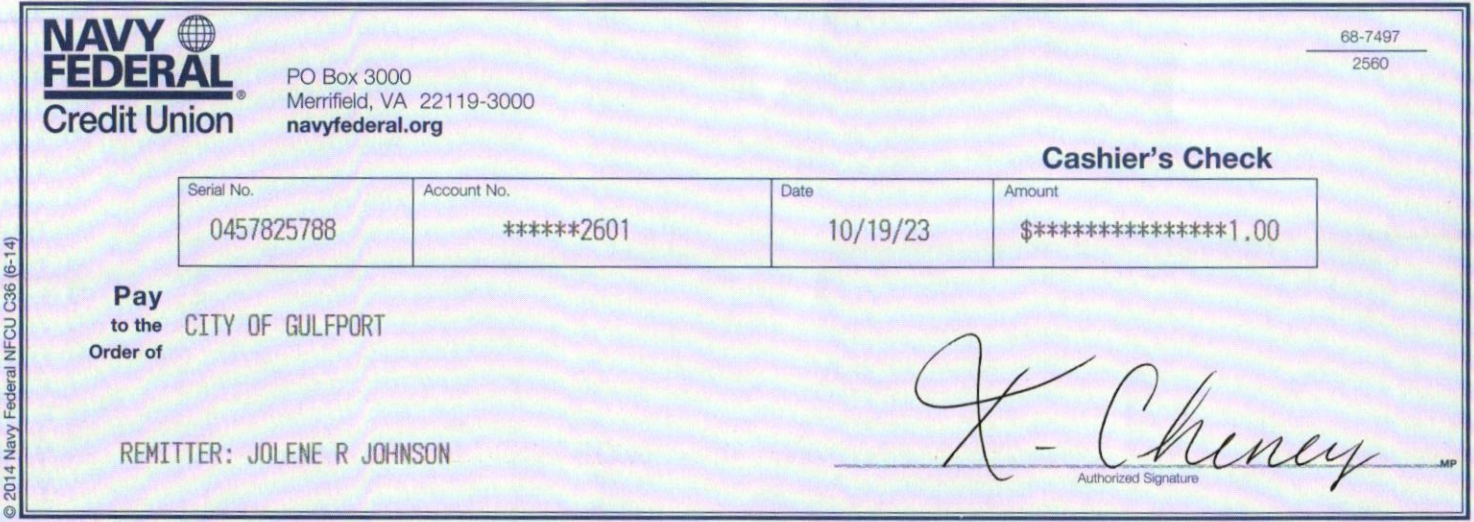
Re: **Waste Pro of Mississippi, Inc.**
– Release of use of City Property

On August 22, 2023 the Gulfport City Council approved two (2) agreements with Waste Pro of Mississippi, Inc. for temporary use of facilities for Waste Pro to facilitate swapping out garbage and recycling carts as part of the new solid waste contract that went into effect on October 1, 2023. Please note that Waste Pro only used one (1) of these approved locations, the one on Hewes Avenue. On October 20, 2023, Waste Pro finished the cart swap out and restored the property to the condition it was in prior to their use.

I recommend approval of this item.

Attachment

1. Cashier's Check from Jolene R. Johnson
2. Email from Tony Jemmott dated October 20, 2023



NAVY FEDERAL Credit Union

PO Box 3000
Merrifield, VA 22119-3000
navyfederal.org

68-7497
2560

Cashier's Check

Serial No.	Account No.	Date	Amount
0457825788	******2601	10/19/23	$***********1.00

Pay to the Order of CITY OF GULFPORT

REMITTER: JOLENE R JOHNSON

Authorized Signature

MP

⑆256074974⑆ 280912 ⑈002

© 2014 Navy Federal NFCU C36 (6-14)

From: Tony Jemmott
To: Wayne Miller
Subject: Property at 3999 Hewes Avenue
Date: Friday, October 20, 2023 9:04:58 AM
Attachments: image001.png

This sender is trusted.

Wayne,

Waste Pro would like to thank the City of Gulfport for allowing us to lease the property at 3999 Hewes Avenue to stage garbage and recycle carts. Effective 10/20/2023, we have completed the cart delivery and reclamation project, and no longer have the need to utilize the property. All items and equipment have been removed from the property. We did not use the property located on Dobson Road.

Best Regards,

Tony Jemmott

"Like Us? – We would appreciate a great review. To leave a review on Google is easy, first Google "Waste Pro Gautier". Select "Write a review". You can give a star rating, leave comments, and upload photos. Thank You!

Tony Jemmott
Operations Manager
Division 600- Gulfport
Waste Pro USA
9255 County Farm Road
Gulfport, MS 39503
Office: 228-256-0215
Cell: 228-369-3079

STATE OF MISSISSIPPI
COUNTY OF HARRISON

CONVEYANCE DEED

FOR AND IN CONSIDERATION of one dollar ($1.00), cash in hand paid and other good and valuable consideration, the receipt and sufficiency of all which is hereby acknowledge the undersigned Mildred Faye Ward (heir at law/testamentary heir of Ruby Parker, testamentary heir of Leo S. Parker) hereby conveys unto Matthew B. Hariel the rights that she holds in the following described property located in Evergreen Gardens Cemetery in the City of Gulfport and more particularly described as follows, to wit:

BLOCK	LOT	SPACE(S)
Block 11	Lot 10	Spaces 1, 2 and 3

The agreement on the part of the Grantees herein is that if Grantees shall fail or refuse to obey all the regulations of the Mayor and Council of the CITY OF GULFPORT, touching the herein above mentioned Cemetery, now in force or hereafter to be passed, then the title to said property shall immediately revert and vest in said city at its option, as set out in the original deed, is hereby confirmed.

WITNESS THE SIGNATURE(S) of the undersigned this the 18th day of Oct. 2023.

Mildred Faye Ward
Mildred Faye Ward

STATE OF Mississippi

COUNTY OF Harrison

PERSONALLY appeared before me, the undersigned authority in and for the above named jurisdiction, the within named MILDRED FAYE WARD who acknowledge that he signed and delivered the foregoing instrument on the day and year therein mentioned, having been first authorized.

Given under my hand and official seal, this the 18th day of October 2023.

Janine Williams
Notary Public

My Commission Expires:

STATE OF MISSISSIPPI
JANINE WILLIAMS
NOTARY PUBLIC
Harrison County
Commission Expires
October 14, 2026
COMMISSION NUMBER 125723

Matthew B. Hariel
24820 Bosbyshell Ave
Daphne, AL 36526

STATE OF MISSISSIPPI
COUNTY OF HARRISON

CONVEYANCE DEED

FOR AND IN CONSIDERATION of one dollar ($1.00), cash in hand paid and other good and valuable consideration, the receipt and sufficiency of all which is hereby acknowledge the undersigned Mildred Faye Hariel Ward (formerly Mrs. Ron Hariel) hereby convey unto Matthew B. Hariel the rights that she holds in the following described property located in Evergreen Gardens Cemetery in the City of Gulfport and more particularly described as follows, to wit:

BLOCK	LOT	SPACE(S)
Block 10	Lot 24	Spaces 1, 2 and 3

The agreement on the part of the Grantees herein is that if Grantees shall fail or refuse to obey all the regulations of the Mayor and Council of the CITY OF GULFPORT, touching the herein above mentioned Cemetery, now in force or hereafter to be passed, then the title to said property shall immediately revert and vest in said city at its option, as set out in the original deed, is hereby confirmed.

WITNESS THE SIGNATURE(S) of the undersigned this the 18th day of Oct. 2023.

Mildred Faye Hariel Ward
Mildred Faye Hariel Ward

STATE OF Mississippi

COUNTY OF Harrison

PERSONALLY appeared before me, the undersigned authority in and for the above named jurisdiction, the within named MILDRED FAYE HARIEL WARD who acknowledge that he signed and delivered the foregoing instrument on the day and year therein mentioned, having been first authorized.

Given under my hand and official seal, this the 18th day of October 2023.

Janine Williams
Notary Public

My Commission Expires:

STATE OF MISSISSIPPI
JANINE WILLIAMS
NOTARY PUBLIC
Harrison County
Commission Expires
October 14, 2026
COMMISSION NUMBER 125723

Matthew B. Hariel
24820 Bosbyshell Ave
Daphne, AL 36526

EVENTS DIVISION

P.O. Box 1780
Gulfport, MS 39502
Phone: 228-868-5789

MEMORANDUM

TO: City Councilmembers
Billy Hewes, Mayor
Leonard Papania, Chief Administrative Officer'
Todd Harman, Director of Finance

FROM: William Lehman, Special Events Manager

DATE: October 29th, 2023

RE: Petty Cash for Gulfport Harbor Lights Winter Festival 2023

The special events division requests a temporary Petty Chas fund in the amount of $12,000 for the purpose of register drawers and making change for the Gulfport Harbor Lights Winter Festival 2023. This fund will be closed out and deposited after the show the week of January 1st, 2024. The custodian of this fund will be William Lehman, Special Events Manager, and there will be no purchases made from this fund.

Thank you in advance for your consideration. Please reach out if you have any questions.

William Lehman
Special Events Manager
Office of the CAO