City of Gulfport, Mississippi

Minutes

City Council

2309 15th Street
Gulfport, MS 39501

Tuesday, February 6, 2024 **1:30 PM** ***Gulfport City Hall Council Chambers***

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

The Mayor and Members of Council met at City Hall at 1:30 PM, on the above date, same being an adjourned meeting from a Special Call Meeting on January 30, 2024 at 3:45 P.M.

Present: Mayor Billy Hewes, CAO Wayne Miller, General Counsel Hugh Keating, Clerk of Council Brittany Rodgers, Deputy Clerk of Council Brittany Thomas, **Councilmembers**: Ron Roland, Ella Holmes-Hines, Rusty Walker, Myles Sharp (out at 3:46 P.M.), R.Lee Flowers, and Richard Kosloski. **Absent:** Councilmember Kenneth Casey.

The President announced a quorum and called the meeting to order.

Agenda Order Confirmation or adjustment of the agenda order

Motion to Accept the Agenda with the following adjustments; Amend item 29's title from "Premier CDJR" to "Step One Automotive", Moved By Myles Sharp, **Seconded by** R.Lee Flowers

Vote: Motion Carried By Unanimous Roll Call Vote
Aye: Ron Roland, Ella Holmes-Hines, Rusty Walker, Myles Sharp, R.Lee Flowers, Richard Kosloski
Absent: Kenneth Casey

Presentation Agenda

- **Mayor's Report**

Policy Issues

Minutes

1 Approval of Minutes - for January 2, 2024.

Motion to Approve January 2, 2024 Minutes, Moved By R. Lee Flowers, **Seconded by** Rusty Walker

Vote: Motion Carried By Unanimous Roll Call Vote
Aye: Ron Roland, Ella Holmes-Hines, Rusty Walker, Myles Sharp, R. Lee Flowers, Richard Kosloski
Absent: Kenneth Casey

Attachment(s):
January 2, 2024 - Minutes

Code Enforcement / Planning

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.

Motion to Open the Code Enforcement Hearing, Moved By R. Lee Flowers, **Seconded by** Ron Roland

Vote: Motion Carried By Unanimous Roll Call Vote
Aye: Ron Roland, Ella Holmes-Hines, Rusty Walker, Myles Sharp, R. Lee Flowers, Richard Kosloski
Absent: Kenneth Casey

The following Citizen(s) addressed the Council:

- **Parcel 7 - 8194 Mississippi Avenue**
- **Parcel 11 - 1919 21st Avenue**
- **Parcel 6 - 1600 42nd Avenue**

Motion to Close the Hearing and Approve the Resolution, Moved By Ron Roland, **Seconded by** R.Lee Flowers

Vote: Motion Carried By Unanimous Roll Call Vote
Aye: Ron Roland, Ella Holmes-Hines, Rusty Walker, Myles Sharp, R.Lee Flowers, Richard Kosloski
Absent: Kenneth Casey

Attachment(s):
NOTIFICATIONS CODE ENFORCEMENT HEARING
Resolution 02062024_2 - Signed

3 Final Plat - approval of a 66-lot subdivision with one out parcel (Highland Lake Townhomes Phase 2) on tax parcel zoned R-B - located at Sinclair Drive and Fraizer Lane - Case # 2403CC027 - Ward 6.

Motion to Approve Highland Lake Townhouses Phase 2, Moved By R. Lee Flowers, **Seconded by** Richard Kosloski

Vote: Motion Carried By Unanimous Roll Call Vote
Aye: Ron Roland, Ella Holmes-Hines, Rusty Walker, Myles Sharp, R. Lee Flowers, Richard Kosloski
Absent: Kenneth Casey

Attachment(s):
Highland Lake Townhouses Phase 2 Final Plat

4 Acceptance - of Landy Trace Subdivision, Phase II - Water and Sewer Only Warranty Period.

Motion to Accept Landy Trace Subdivision Phase II, Water and Sewer only, Moved By R. Lee Flowers, **Seconded by** Ron Roland

Vote: Motion Carried By Unanimous Roll Call Vote
Aye: Ron Roland, Ella Holmes-Hines, Rusty Walker, Myles Sharp, R. Lee Flowers, Richard Kosloski
Absent: Kenneth Casey

Attachment(s):
Landy Trace Subdivision Phase II – Water & Sewer Only

Ordinances

5 Ordinance - rezoning tax parcel from B-2 (General business) to R-2 (Single-family) - located at Hewes Avenue - Case # 2312PC140 - Ward 3.

Motion to Adopt Ordinance, Moved By Ella Holmes-Hines, **Seconded by** Ron Roland

Motion to Table, Moved By Ella Holmes-Hines, **Seconded by** R.Lee Flowers

Vote: Motion Carried By Unanimous Roll Call Vote
Aye: Ron Roland, Ella Holmes-Hines, Rusty Walker, Myles Sharp, R.Lee Flowers, Richard Kosloski
Absent: Kenneth Casey

6 Ordinance - providing for removal or deletion of two (2) "IT Support Specialist II" position from the City of Gulfport, Mississippi's Salary Grade Schedule, and for related purposes.

Motion to Adopt Ordinance, Moved By R. Lee Flowers, **Seconded by** Richard Kosloski

Vote: Motion Carried By Unanimous Roll Call Vote
Aye: Ron Roland, Ella Holmes-Hines, Rusty Walker, Myles Sharp, R.Lee Flowers, Richard Kosloski
Absent: Kenneth Casey

Attachment(s):
Ordinance 3342 02062024_6 - Signed

7 Ordinance - providing for removal or deletion of one (1) "Systems Analyst" position from the City of Gulfport, Mississippi's Salary Grade Schedule, and for related purposes.

Motion to Adopt Ordinance, Moved By R.Lee Flowers, **Seconded by** Richard Kosloski

Vote: Motion Carried By Unanimous Roll Call Vote
Aye: Ron Roland, Ella Holmes-Hines, Rusty Walker, Myles Sharp, R.Lee Flowers, Richard Kosloski
Absent: Kenneth Casey

Attachment(s):
Ordinance 3343 02062024_7 - Signed

8 Ordinance - providing for the salary of compensation for one (1) "Application Services Manager" position, and for related purposes.

Motion to Adopt Ordinance, Moved By R.Lee Flowers, **Seconded by** Richard Kosloski

Vote: Motion Carried By Unanimous Roll Call Vote
Aye: Ron Roland, Ella Holmes-Hines, Rusty Walker, Myles Sharp, R.Lee Flowers, Richard Kosloski
Absent: Kenneth Casey

Attachment(s):
Ordinance 3344 02062024_8 - Signed

9 Ordinance - providing for the salary of compensation for one (1) "Senior Network Engineer" position, and for related purposes.

Motion to Adopt Ordinance, Moved By R.Lee Flowers, **Seconded by** Richard Kosloski

Vote: Motion Carried By Unanimous Roll Call Vote
Aye: Ron Roland, Ella Holmes-Hines, Rusty Walker, Myles Sharp, R.Lee Flowers, Richard Kosloski
Absent: Kenneth Casey

Attachment(s):
Ordinance 3345 02062024_9 - Signed

10 Ordinance - providing for the salary of compensation for one (1) "Systems Administrator" position, and for related purposes.

Motion to Adopt Ordinance, Moved By R.Lee Flowers, **Seconded by** Richard Kosloski

Vote: Motion Carried By Unanimous Roll Call Vote
Aye: Ron Roland, Ella Holmes-Hines, Rusty Walker, Myles Sharp, R.Lee Flowers, Richard Kosloski
Absent: Kenneth Casey

Attachment(s):
Ordinance 3346 02062024_10 - Signed

11 Ordinance - providing for the salary of compensation for one (1) "Assistant to the City Engineer" position, and for related purposes.

Motion to Adopt Ordinance, Moved By R.Lee Flowers, **Seconded by** Richard Kosloski

Vote: Motion Carried By Unanimous Roll Call Vote
Aye: Ron Roland, Ella Holmes-Hines, Rusty Walker, Myles Sharp, R.Lee Flowers, Richard Kosloski
Absent: Kenneth Casey

Attachment(s):
Ordinance 3347 02062024_11 - Signed

12 Ordinance - providing for the salary of compensation for one (1) "Planner II" position, and for related purposes.

Motion to Adopt Ordinance, Moved By R.Lee Flowers, **Seconded by** Ron Roland

Vote: Motion Carried By Unanimous Roll Call Vote
Aye: Ron Roland, Ella Holmes-Hines, Rusty Walker, Myles Sharp, R.Lee Flowers, Richard Kosloski
Absent: Kenneth Casey

Attachment(s):
Ordinance 3348 02062024_12 - Signed

13 Ordinance - providing for the salary of compensation for various positions related to the City's Summer Camp Program, and for related purposes.

Motion to Adopt Ordinance, Moved By Ron Roland, **Seconded by** Richard Kosloski

Vote: Motion Carried By Unanimous Roll Call Vote
Aye: Ron Roland, Ella Holmes-Hines, Rusty Walker, Myles Sharp, R.Lee Flowers, Richard Kosloski
Absent: Kenneth Casey

Attachment(s):
Ordinance 3349 02062024_13 - Signed

Resolutions

14 Resolution - approving Axon Enterprises, Inc., as a Sole Source Vendor, and approving Agreement for the purchase of body worn cameras, and for related purposes.

Motion to Approve, Moved By R. Lee Flowers, **Seconded by** Rusty Walker

Vote: Motion Carried By Unanimous Roll Call Vote
Aye: Ron Roland, Ella Holmes-Hines, Rusty Walker, Myles Sharp, R. Lee Flowers, Richard Kosloski
Absent: Kenneth Casey

Attachment(s):
Resolution 02062024_14 - Signed

15 Resolution - approving award to Hancock Whitney for Municipal Depository Banking Services, and for related purposes.

Motion to Suspend the Rules, Moved By R.Lee Flowers, **Seconded by** Ella Holmes-Hines

Vote: Motion Carried By Unanimous Roll Call Vote
Aye: Ron Roland, Ella Holmes-Hines, Rusty Walker, Myles Sharp, R.Lee Flowers, Richard Kosloski
Absent: Kenneth Casey

Motion to Approve, Moved By Ron Roland, **Seconded by** Richard Kosloski

Vote: Motion Carried By Unanimous Roll Call Vote
Aye: Ron Roland, Ella Holmes-Hines, Rusty Walker, Myles Sharp, R.Lee Flowers, Richard Kosloski
Absent: Kenneth Casey

Attachment(s):
Resolution 02062024_15 - Signed

16 Resolution - awarding and approving Contract with Sports Facilities Management/SFM Gulfport, LLC for the operation and maintenance of the Gulfport Sportsplex and Goldin Park Sportsplex Facilities, and related purposes.

Motion to Table, Moved By R.Lee Flowers, **Seconded by** Ron Roland

Vote: Motion Carried By Unanimous Roll Call Vote
Aye: Ron Roland, Rusty Walker, Myles Sharp, R.Lee Flowers
Absent: Kenneth Casey, Ella Holmes-Hines, Richard Kosloski

17 Resolution - approving Continuation Certificate for Miscellaneous Terms Bonds with Zurich Surety/Fidelity and Deposit Company of Maryland, and for related purposes.

*** Councilmember Flowers recused and removed himself from the Chambers during the discussion and vote on this item**.

Motion to Approve, Moved By Ron Roland, **Seconded by** Rusty Walker

Vote: Motion Carried By Unanimous Roll Call Vote
Aye: Ron Roland, Rusty Walker, Myles Sharp, Richard Kosloski
Absent: Kenneth Casey, Ella Holmes-Hines
Recused: R. Lee Flowers

Attachment(s):
Resolution 02062024_17 - Signed

18 Resolution - approving Engineering Services Contract with Covington Civil and Environmental, LLC, for the North Gulfport Wastewater Treatment Plant Headworks Project, and for related purposes.

Motion to Approve, Moved By Myles Sharp, **Seconded by** R.Lee Flowers

Vote: Motion Carried By Unanimous Roll Call Vote
Aye: Ron Roland, Rusty Walker, Myles Sharp, R.Lee Flowers, Richard Kosloski
Absent: Kenneth Casey, Ella Holmes-Hines

Attachment(s):
Resolution 02062024_18 - Signed

19 Resolution - approving Engineering Services Contract with Covington Civil & Environmental, LLC, for the North Gulfport Wastewater Treatment Plant Sand Filter Project, and for related purposes.

Motion to Approve, Moved By Myles Sharp, **Seconded by** R.Lee Flowers

Vote: Motion Carried By Unanimous Roll Call Vote
Aye: Ron Roland, Rusty Walker, Myles Sharp, R.Lee Flowers, Richard Kosloski
Absent: Kenneth Casey, Ella Holmes-Hines

Attachment(s):
Resolution 02062024_19 - Signed

20 Resolution - approving Engineering Services Contract with Engineering Xcellence, LLC, for the Mississippi Infrastructure Modernization Act - Paving Infrastructure Project, and for related purposes.

Motion to Approve, Moved By Myles Sharp, **Seconded by** R.Lee Flowers

Vote: Motion Carried By Unanimous Roll Call Vote
Aye: Ron Roland, Rusty Walker, Myles Sharp, R.Lee Flowers, Richard Kosloski
Absent: Kenneth Casey, Ella Holmes-Hines

Attachment(s):
Resolution 02062024_20 - Signed

21 Resolution - approving Engineering Services Contract with Machado Patano, PLLC., for the City Wide Lift Station Rehabilitation Project, and for related purposes.

Motion to Approve, Moved By Myles Sharp, **Seconded by** R.Lee Flowers

Vote: Motion Carried By Unanimous Roll Call Vote
Aye: Ron Roland, Rusty Walker, Myles Sharp, R.Lee Flowers, Richard Kosloski
Absent: Kenneth Casey, Ella Holmes-Hines

Attachment(s):
Resolution 02062024_21 - Signed

22 Resolution - approving Engineering Services Contract with Seymour Engineering, LLC., for the Debuys Road Pump Station Force Main Connection Treatment Plant Project, and for related purposes.

Motion to Approve, Moved By Myles Sharp, **Seconded by** R.Lee Flowers

Vote: Motion Carried By Unanimous Roll Call Vote
Aye: Ron Roland, Rusty Walker, Myles Sharp, R.Lee Flowers, Richard Kosloski
Absent: Kenneth Casey, Ella Holmes-Hines

Attachment(s):
Resolution 02062024_22 - Signed

23 Resolution - approving Letter Agreement with Mauldin & Jenkins, LLC, to provide auditing services to the City of Gulfport for the Fiscal Year ending 2023, and for related purposes.

Motion to Approve, Moved By Myles Sharp, **Seconded by** R.Lee Flowers

Vote: Motion Carried By Unanimous Roll Call Vote
Aye: Ron Roland, Rusty Walker, Myles Sharp, R.Lee Flowers, Richard Kosloski
Absent: Kenneth Casey, Ella Holmes-Hines

Attachment(s):
Resolution 02062024_23 - Signed

24 Resolution - approving Letter of Agreement for Planning and Consulting Services with Bridge & Watson, Inc., and for related purposes.

Motion to Approve, Moved By Myles Sharp, **Seconded by** R.Lee Flowers

Vote: Motion Carried By Unanimous Roll Call Vote
Aye: Ron Roland, Rusty Walker, Myles Sharp, R.Lee Flowers, Richard Kosloski
Absent: Kenneth Casey, Ella Holmes-Hines

Attachment(s):
Resolution 02062024_24 - Signed

25 Resolution - approving Memorandum of Agreement among the City of Gulfport, Memorial Hospital at Gulfport, Harrison County and Coast Transit Authority with regard to certain transportation and/or parking improvements at Memorial Hospital, and for related purposes.

Motion to Approve, Moved By Ron Roland, **Seconded by** Rusty Walker

Vote: Motion Carried By Unanimous Roll Call Vote
Aye: Ron Roland, Rusty Walker, Myles Sharp, R.Lee Flowers, Richard Kosloski
Absent: Kenneth Casey, Ella Holmes-Hines

Attachment(s):
Resolution 02062024_25 - Signed

26 Resolution - approving Mutual Agreement to terminate Interlocal Cooperation Agreement with Harrison County, and for related purposes.

Motion to Approve, Moved By Myles Sharp, **Seconded by** Rusty Walker

Vote: Motion Carried By Unanimous Roll Call Vote
Aye: Ron Roland, Rusty Walker, Myles Sharp, R.Lee Flowers, Richard Kosloski
Absent: Kenneth Casey, Ella Holmes-Hines

Attachment(s):
Resolution 02062024_26 - Signed

27 Resolution - approving Order Form with Thomson Reuters for on-line legal research services for the Legal Department, and for related purposes.

Motion to Approve, Moved By Myles Sharp, **Seconded by** Rusty Walker

Vote: Motion Carried By Unanimous Roll Call Vote
Aye: Ron Roland, Ella Holmes-Hines, Rusty Walker, Myles Sharp, R.Lee Flowers, Richard Kosloski
Absent: Kenneth Casey

Attachment(s):
Resolution 02062024_27 - Signed

28 Resolution - approving Proposal and Terms and Conditions with Granicus, LLC, and for related purposes.

Motion to Approve, Moved By Myles Sharp, **Seconded by** Rusty Walker

Vote: Motion Carried By Unanimous Roll Call Vote
Aye: Ron Roland, Ella Holmes-Hines, Rusty Walker, Myles Sharp, R.Lee Flowers, Richard Kosloski
Absent: Kenneth Casey

Attachment(s):
Resolution 02062024_28 - Signed

29 Resolution - awarding reverse auction to Step One Automotive for Police Pursuit Vehicles, and for related purposes.

Motion to Approve, Moved By Myles Sharp, **Seconded by** Rusty Walker

Vote: Motion Carried By Unanimous Roll Call Vote
Aye: Ron Roland, Ella Holmes-Hines, Rusty Walker, Myles Sharp, R.Lee Flowers, Richard Kosloski
Absent: Kenneth Casey

Attachment(s):
Resolution 02062024_29 - Signed

30 Resolution - approving Software Service Agreement with Blazestack, Inc. for Fire Investigation Case Management Software, and for related purposes.

Motion to Approve, Moved By Myles Sharp, **Seconded by** Rusty Walker

Vote: Motion Carried By Unanimous Roll Call Vote
Aye: Ron Roland, Ella Holmes-Hines, Rusty Walker, Myles Sharp, R.Lee Flowers, Richard Kosloski
Absent: Kenneth Casey

Attachment(s):
Resolution 02062024_30 - Signed

31 Resolution - approving Water Tank Maintenance Agreement with American Tank Maintenance concerning the Bayou View Water Tank, and for related purposes.

Motion to Approve, Moved By Myles Sharp, **Seconded by** Rusty Walker

Vote: Motion Carried By Unanimous Roll Call Vote
Aye: Ron Roland, Ella Holmes-Hines, Rusty Walker, Myles Sharp, R.Lee Flowers, Richard Kosloski
Absent: Kenneth Casey

Attachment(s):
Resolution 02062024_31 - Signed

32 Resolution - approving Change Order No. 2 (Summary) to Contract with SCI, Inc., for the Debuys Road Pump Station Replacement Project, and for related purposes.

Motion to Approve, Moved By Myles Sharp, **Seconded by** Rusty Walker

Vote: Motion Carried By Unanimous Roll Call Vote
Aye: Ron Roland, Ella Holmes-Hines, Rusty Walker, Myles Sharp, R.Lee Flowers, Richard Kosloski
Absent: Kenneth Casey

Attachment(s):
Resolution 02062024_32 - Signed

33 Resolution - approving Second Amendment to City's Contract with H2O Innovation Operation & Maintenance, LLC, and for related purposes.

Motion to Approve, Moved By Myles Sharp, **Seconded by** Rusty Walker

Vote: Motion Carried By Unanimous Roll Call Vote
Aye: Ron Roland, Ella Holmes-Hines, Rusty Walker, Myles Sharp, R.Lee Flowers, Richard Kosloski
Absent: Kenneth Casey

Attachment(s):
Resolution 02062024_33 - Signed

34 Resolution - authorizing application for the 2024 RAISE Grant Program, and for related purposes.

Motion to Approve, Moved By Myles Sharp, **Seconded by** Rusty Walker

Vote: Motion Carried By Unanimous Roll Call Vote
Aye: Ron Roland, Ella Holmes-Hines, Rusty Walker, Myles Sharp, R.Lee Flowers, Richard Kosloski
Absent: Kenneth Casey

Attachment(s):
Resolution 02062024_34 - Signed

35 Resolution - waiving any and all objections to the proposed subcontract with Thompson Engineering, Inc., as requested by Volkert, Inc., the City's Engineering Consultant on the MIMA Paving Project, and for related purposes.

Motion to Approve, Moved By Myles Sharp, **Seconded by** Rusty Walker

Vote: Motion Carried By Unanimous Roll Call Vote
Aye: Ron Roland, Ella Holmes-Hines, Rusty Walker, Myles Sharp, R.Lee Flowers, Richard Kosloski
Absent: Kenneth Casey

Attachment(s):
Resolution 02062024_35 - Signed

36 Resolution - acknowledging real property to be surplus, approving Lease Agreement with Sports Facilities Management, LLC, for the rental of surplus municipal property at the Gulfport Sportsplex and Goldin Sportsplex, and for related purposes.

Motion to Table, Moved By R.Lee Flowers, **Seconded by** Ron Roland

Vote: Motion Carried By Unanimous Roll Call Vote
Aye: Ron Roland, Ella Holmes-Hines, Rusty Walker, Myles Sharp, R.Lee Flowers, Richard Kosloski
Absent: Kenneth Casey

37 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 Centennial Plaza's post Mardi Gras parade party, and for related purposes.

Motion to Approve, Moved By R.Lee Flowers, **Seconded by** Rusty Walker

Vote: Motion Carried By Unanimous Roll Call Vote
Aye: Ron Roland, Ella Holmes-Hines, Rusty Walker, Myles Sharp, R.Lee Flowers, Richard Kosloski
Absent: Kenneth Casey

Attachment(s):
Resolution 02062024_37 - Signed

38 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 Chandy Gras 2024, and for related purposes.

Motion to Approve, Moved By R.Lee Flowers, **Seconded by** Rusty Walker

Vote: Motion Carried By Unanimous Roll Call Vote
Aye: Ron Roland, Ella Holmes-Hines, Rusty Walker, Myles Sharp, R.Lee Flowers, Richard Kosloski
Absent: Kenneth Casey

Attachment(s):
Resolution 02062024_38 - Signed

39 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 Jeepin' the Coast 2024, and for related purposes.

Motion to Approve, Moved By R.Lee Flowers, **Seconded by** Rusty Walker

Vote: Motion Carried By Unanimous Roll Call Vote
Aye: Ron Roland, Ella Holmes-Hines, Rusty Walker, Myles Sharp, R.Lee Flowers, Richard Kosloski
Absent: Kenneth Casey

Attachment(s):
Resolution 02062024_39 - Signed

40 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 MS Association of Coaches, and for related purposes.

Motion to Approve, Moved By R.Lee Flowers, **Seconded by** Rusty Walker

Vote: Motion Carried By Unanimous Roll Call Vote
Aye: Ron Roland, Ella Holmes-Hines, Rusty Walker, Myles Sharp, R.Lee Flowers, Richard Kosloski
Absent: Kenneth Casey

Attachment(s):
Resolution 02062024_40 - Signed

41 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.

Motion to Approve, Moved By R.Lee Flowers, **Seconded by** Rusty Walker

Vote: Motion Carried By Unanimous Roll Call Vote
Aye: Ron Roland, Ella Holmes-Hines, Rusty Walker, Myles Sharp, R.Lee Flowers, Richard Kosloski
Absent: Kenneth Casey

Attachment(s):
Resolution 02062024_41 - Signed

42 Resolution - authorizing issuance of special check to Volkert, Inc. for payment of Invoices 209017 (2), 310017 (3) and 411018 (4) for the Quarters Revitalization Master Plan Project, and for related purposes.

Motion to Approve, Moved By R. Lee Flowers, Seconded by Rusty Walker

Vote: Motion Carried By The Following Roll Call Vote
Aye: Ron Roland, Rusty Walker, Myles Sharp, R.Lee Flowers, Richard Kosloski
Nay: Ella Holmes-Hines
Absent: Kenneth Casey

43 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.

Motion to Approve, Moved By R.Lee Flowers, **Seconded by** Rusty Walker

Vote: Motion Carried By Unanimous Roll Call Vote
Aye: Ron Roland, Ella Holmes-Hines, Rusty Walker, Myles Sharp, R.Lee Flowers, Richard Kosloski
Absent: Kenneth Casey

Attachment(s):
Resolution 02062024_43 - Signed

44 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.

Motion to Approve, Moved By R.Lee Flowers, **Seconded by** Rusty Walker

Vote: Motion Carried By Unanimous Roll Call Vote
Aye: Ron Roland, Ella Holmes-Hines, Rusty Walker, Myles Sharp, R.Lee Flowers, Richard Kosloski
Absent: Kenneth Casey

Attachment(s):
Resolution 02062024_44 - Signed

Budget Amendments / Docket of Claims

45 Budget Amendment #35 - increasing line item 277 vehicles from drug-related arrest.

Motion to Approve Budget Amendment #35, Moved By R.Lee Flowers, **Seconded by** Ron Roland

Vote: Motion Carried By Unanimous Roll Call Vote
Aye: Ron Roland, Ella Holmes-Hines, Rusty Walker, Myles Sharp, R.Lee Flowers, Richard Kosloski
Absent: Kenneth Casey

Attachment(s):
Budget Amendment 2024-35

46 Budget Amendment #36 - increasing line item 286 Capital (CNET) from restitution.

Motion to Approve Budget Amendment #36, Moved By R.Lee Flowers, **Seconded by** Ron Roland

Vote: Motion Carried By Unanimous Roll Call Vote
Aye: Ron Roland, Ella Holmes-Hines, Rusty Walker, Myles Sharp, R.Lee Flowers, Richard Kosloski
Absent: Kenneth Casey

Attachment(s):
Budget Amendment 2024-36

47 Budget Amendment #37 - increasing line item 286 Capital (CNET) from restitution.

Motion to Approve Budget Amendment #37, Moved By R.Lee Flowers, **Seconded by** Ron Roland

Vote: Motion Carried By Unanimous Roll Call Vote
Aye: Ron Roland, Ella Holmes-Hines, Rusty Walker, Myles Sharp, R.Lee Flowers, Richard Kosloski
Absent: Kenneth Casey

Attachment(s):
Budget Amendment 2024-37

48 Budget Amendment #38 - funding Year 1 of the Water Tank Maintenance Agreement for Bayou View Water Tank with American Tank Maintenance LLC.

Motion to Approve Budget Amendment #38, Moved By R.Lee Flowers, **Seconded by** Ron Roland

Vote: Motion Carried By Unanimous Roll Call Vote
Aye: Ron Roland, Ella Holmes-Hines, Rusty Walker, Myles Sharp, R.Lee Flowers, Richard Kosloski
Absent: Kenneth Casey

Attachment(s):
Budget Amendment 2024-38

49 Budget Amendment #39 - funding personnel costs associated with previously proposed IT reorganization.

Motion to Approve Budget Amendment #49, Moved By R.Lee Flowers, **Seconded by** Ron Roland

Vote: Motion Carried By Unanimous Roll Call Vote
Aye: Ron Roland, Ella Holmes-Hines, Rusty Walker, Myles Sharp, R.Lee Flowers, Richard Kosloski
Absent: Kenneth Casey

Attachment(s):
Budget Amendment 2024-39

50 Budget Amendment #40 - funding Preliminary Engineering Services Contract with Engineering Xcellence LLC for MIMA Paving Infrastructure Project.

Motion to Approve Budget Amendment #50, Moved By R.Lee Flowers, **Seconded by** Ron Roland

Vote: Motion Carried By Unanimous Roll Call Vote
Aye: Ron Roland, Ella Holmes-Hines, Rusty Walker, Myles Sharp, R.Lee Flowers, Richard Kosloski
Absent: Kenneth Casey

Attachment(s):
Budget Amendment 2024-40

51 Budget Amendment #41 - increasing line item 277 vehicles from drug-related arrest.

Motion to Approve Budget Amendment #41, Moved By R.Lee Flowers, **Seconded by** Ron Roland

Vote: Motion Carried By Unanimous Roll Call Vote
Aye: Ron Roland, Ella Holmes-Hines, Rusty Walker, Myles Sharp, R.Lee Flowers, Richard Kosloski
Absent: Kenneth Casey

Attachment(s):
Budget Amendment 2024-41

52 Docket of Claims - to be approved through February 7, 2024.

Motion to Approve Docket of Claims, in the amount of $3,413,196.24, Moved By Ron Roland, **Seconded by** Rusty Walker

Vote: Motion Carried By Unanimous Roll Call Vote
Aye: Ron Roland, Ella Holmes-Hines, Rusty Walker, Myles Sharp, R.Lee Flowers, Richard Kosloski
Absent: Kenneth Casey

Attachment(s):
Resolution 02062024_52 - Signed

Routine Agenda

Motion to Approve Routine Agenda as presented, Moved By R.Lee Flowers, **Seconded by** Richard Kosloski

Vote: Motion Carried By Unanimous Roll Call Vote
Aye: Ron Roland, Ella Holmes-Hines, Rusty Walker, R.Lee Flowers, Richard Kosloski
Absent: Kenneth Casey, Myles Sharp

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

Attachment(s):
Code Enforcement Chapter 3 Memorandum
Code Enforcement Chapter 3 Notifications
Code Enforcement 7-Day Memorandum
Code Enforcement 7-Day Notification

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

Attachment(s):
MOU Harrison County SO FY22 JAG - 11212023_20 - Executed
MOU Biloxi PD FY23 JAG - 10032023_48 - Executed

55 Privilege License Report - for the month of January 2024 - to be made a part of the minutes.

Attachment(s):
Privilege License Report - January 2024

56 Public Records Request - for the month of December 2023 - to be made a part of the minutes.

Attachment(s):
December 2023 Records Request

57 Letter - regarding bid awarded by Purchasing to AD&R for demolition - Code Enforcement Department - to be made a part of the minutes.

Attachment(s):
8404 Georgia Ave - A D & R - Code Enforcement

58 Letter - regarding bid awarded by Purchasing to AD&R for demolition - Code Enforcement Department - to be made a part of the minutes.

Attachment(s):
5901 17th St - A D & R - Code Enforcement

59 Letter - regarding bid awarded by Purchasing to All-Phase Electric for 135 AMP size 4 starters - Public Works Department - to be made a part of the minutes.

Attachment(s):
135 AMP size 4 starters - All-Phase Electric - Public Works

60 Letter - regarding bid awarded by Purchasing to Benvenutti Electrical Apparatus & Repair for 45 HP FLYGT PUMP - Public Works Department - to be made a part of the minutes.

Attachment(s):
Pump- Public Works

61 Letter - regarding bid awarded by Purchasing to Crawford for a 30' mast arm replacement - Public Works Department - to be made a part of the minutes.

Attachment(s):
30' mast arm replacement - Crawford - Public Works

62 Letter - regarding bid awarded by Purchasing to JH Wright & Associates for a 100HP vertical turbine well motor - Public Works Department - to be made a part of the minutes.

Attachment(s):
100HP vertical turbine well motor - JH Wright Associates - Public Works

63 Ratification - of Administrative Closure Order - Winter Storm Heather - to be made a part of the minutes.

Attachment(s):
administrative closure proclamation - winter storm heather - 1 15 2024 (002)

64 Ratification - of Cemetery Deeds - Bounds/Roush - to be made a part of the minutes.

Attachment(s):
Roush space 1
Roush spaces 2 and 3
Roush space 4

65 Ratification - of Elliott Homes - Utility Easement - to be made a part of the minutes.

Attachment(s):
Elliott Homes - Recorded Easement
Lots 3&4 Unit 1 Biloxi River Estates Easement Memo 30JAN2023

Public Agenda

The President called for comments during the Public Agenda.

The following Citizen(s) addressed the Council:

- Dr. Matthews
- Kelvin Barnett
- Shoncy Wibel
- Jody Couch
- David Easterling

This Concluded the Public Agenda.

Council Comments

Memorial Adjournment

- Miss Alivia “Liv” Jean Hood
- Mr. Earl Judson “Jud” Williams III
- Mr. Walter V. “P.I.” Williams
- Mr. Purvis L. McBride Jr.
- Mrs. Mary Lou Lavin-Green
- Mr. Robert “Bobby” Donald Ladner
- Major Nicholas “Nick” Sargent Evanish
- Ms. Kelli Michele (James) Sowles

Executive Session

Upon the advice of General Counsel, Motion to Enter Closed Session to make a preliminary determination of the necessity for Executive Session, Moved By Ella Holmes-Hines**, Seconded by** Rusty Walker

Vote: Motion Carried By Unanimous Roll Call Vote
Aye: Ron Roland, Ella Holmes-Hines, Rusty Walker, Richard Kosloski
Absent: Kenneth Casey, Myles Sharp, R. Lee Flowers

The Council entered Closed Session at 3:54 P.M. In attendance: Ron Roland, Ella Holmes-Hines, Rusty Walker, Richard Kosloski, Mayor Billy Hewes, CAO Wayne Miller, General Counsel Hugh Keating, City Attorney Jeff Bruni, Assistant City Attorney Margaret Murdock, Clerk of Council Brittany Rodgers, and Deputy Clerk of Council Brittany Thomas.

Motion to Exit Closed Session at 3:59 P.M., Moved By Ron Roland, **Seconded by** Rusty Walker

Vote: Motion Carried By Unanimous Roll Call Vote
Aye: Ron Roland, Ella Holmes-Hines, Rusty Walker, Richard Kosloski
Absent: Kenneth Casey, Myles Sharp, R. Lee Flowers

No official action was taken during Closed Session.

Upon hearing from General Counsel regarding the nature of the request for Executive Session, Motion to Enter Executive Session at 3:59 P.M. for (1) strategy session with respect to prospective litigation arising out of an auto incident involving a vehicle being operated by Cason McHugh and owned by Kevin Holtzclaw (Allstate Insurance Company) that resulted in damage to a City light pole (incident occurred on December 21, 2023); (2) strategy session with respect to prospective litigation arising out of an auto incident involving a vehicle owned and being operated by Wayne Harbour (State Farm Insurance Company) that resulted in damage to a City light pole (incident occurred on November 21, 2023); (3) strategy session with respect to prospective litigation involving Hosley-Bearden Investments, LLC and "Westbury Subdivision"; (4) strategy session with respect to prospective litigation involving the opioid lawsuit; (5) strategy session with respect to prospective litigation arising out of ambulance services; (6) strategy session with respect to prospective litigation arising out of or involving property owned by MDOT along 13th Street in Gulfport and the use of municipal resources associated with the same; (7) strategy session with respect to prospective litigation involving Sharon Peterson claim; and (8) transaction of business and discussion regarding the prospective leasing of lands or parts thereof at the City sportsplex facilities, Moved By Ron Roland, **Seconded by** Richard Kosloski

Vote: Motion Carried By Unanimous Roll Call Vote
Aye: Ron Roland, Ella Holmes-Hines, Rusty Walker, Richard Kosloski
Absent: Kenneth Casey, Myles Sharp, R. Lee Flowers

The Council entered Executive Session at 3:59 P.M. In attendance: Ron Roland, Ella Holmes-Hines, Rusty Walker, R. Lee Flowers (in at 4:02 P.M./ out at 4:59 P.M.) Richard Kosloski, Mayor Billy Hewes, CAO Wayne Miller, General Counsel Hugh Keating, City Attorney Jeff Bruni, Assistant City Attorney Margaret Murdock (out at 4:26 P.M.), Director of Engineering Jeremy Harrison (in at 4:03 P.M./ out at 4:26 P.M.), Clerk of Council Brittany Rodgers and Deputy Clerk of Council Brittany Thomas.

Motion to Exit Executive Session at 5:04 P.M., Moved By Ron Roland, **Seconded by** Ella Holmes-Hines

Vote: Motion Carried By Unanimous Roll Call Vote
Aye: Ron Roland, Ella Holmes-Hines, Rusty Walker, Richard Kosloski
Absent: Kenneth Casey, Myles Sharp, R. Lee Flowers

No official action was taken during Executive Session.

Upon reconvening in an open meeting, the following actions were taken:

Move to authorize the City Attorney's Office to accept the sum of $3,599.53 from Allstate Insurance in settlement of the City's property damage arising out of an automobile accident that occurred on December 21, 2023 when a vehicle owned by this company's insured, Kevin Holtzclaw, collided with a light pole belonging to the City of Gulfport, causing damages and that the Mayor and City Attorney's office be authorized to execute any and all documents necessary to effectuate this settlement on behalf of the City, including, without limitation, any releases or settlement agreements., Moved By Ron Roland**, Seconded by** Richard Kosloski

Vote: Motion Carried By Unanimous Roll Call Vote
Aye: Ron Roland, Ella Holmes-Hines, Rusty Walker, Richard Kosloski
Absent: Kenneth Casey, Myles Sharp, R. Lee Flowers

Move to authorize the City Attorney's Office to accept the sum of $25,000 from State Farm Insurance in settlement of the City's property damage arising out of an automobile accident that occurred on November 21, 2023 when a vehicle owned by this company's insured, Wayne Harbour, collided with a light pole belonging to the City of Gulfport, causing damages and that the Mayor and City Attorney's office be authorized to execute any and all documents necessary to effectuate this settlement on behalf of the City, including, without limitation, any releases or settlement agreements., Moved By Ron Roland**, Seconded by** Ella Holmes-Hines

Vote: Motion Carried By Unanimous Roll Call Vote
Aye: Ron Roland, Ella Holmes-Hines, Rusty Walker, Richard Kosloski
Absent: Kenneth Casey, Myles Sharp, R. Lee Flowers

Move to authorize the Mayor, for and on behalf of the City of Gulfport, to approve the Plan of Reorganization for Endo International, PLC and its affiliates and to mark "accept" on the ballot in support thereof and to sign and return the ballot before February 22, 2024., **Moved By** Ron Roland**, Seconded by** Richard Kosloski

Vote: Motion Carried By Unanimous Roll Call Vote
Aye: Ron Roland, Ella Holmes-Hines, Rusty Walker, Richard Kosloski
Absent: Kenneth Casey, Myles Sharp, R. Lee Flowers

Setting of Next Meeting and Adjournment

There being no further business to come before the Council at this time, Motion to Adjourn in memory of Miss Alivia "Liv" Jean Hood, Mrs. Mary Lou Lavin-Green, Mr. Robert "Bobby" Donald Ladner, Mr. Walter V. "P.I." Williams, Major Nicholas "Nick" Sargent Evanish, Mr. Purvis L. McBride Jr., and Ms. Kelli Michel (James) Sowles until February 20, 2024 at 1:30 P.M. for a Regular Meeting, Moved By Ron Roland, **Seconded by** Rusty Walker

Vote: Motion Carried By Unanimous Roll Call Vote
Aye: Ron Roland, Ella Holmes-Hines, Rusty Walker, Richard Kosloski
Absent: Kenneth Casey, Myles Sharp, R. Lee Flowers

_____
City Clerk

_____
Mayor

City of Gulfport, Mississippi

Minutes

City Council

2309 15th Street
Gulfport, MS 39501

Tuesday, January 2, 2024 **1:30 PM** ***Gulfport City Hall Council Chambers***

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

The Mayor and Members of Council met at City Hall at 1:30 PM, on the above date, same being an adjourned meeting from a Regular Meeting on December 19, 2023 at 1:30 P.M.

Present: Mayor Billy Hewes, CAO Wayne Miller, General Counsel Hugh Keating, Clerk of Council Brittany Rodgers, Deputy Clerk of Council Brittany Thomas, **Councilmembers**: Kenneth Casey, Ron Roland, Ella Holmes-Hines, Rusty Walker, Myles Sharp, R. Lee Flowers, and Richard Kosloski. **Absent:** Councilmember Kenneth Casey

The President announced a quorum and called the meeting to order.

Agenda Order Confirmation or adjustment of the agenda order

Motion to Accept the Agenda with the following adjustments, add Item 17 - A - Resolution - requesting the support of the Harrison County Board of Supervisors with respect to certain road/right of way improvements in "North Gulfport" at or near the intersection of Martin Luther King, Jr. Boulevard and the CPCK (formerly KCS) railway crossing in the City of Gulfport, Mississippi, to obtain approval of said request by the board, and for related purposes; and add Item 17 – B – Resolution – authorizing and approving issuance of letter regarding the 2024 Water Resources Development Act (WRDA), and for related purposes., Moved By Myles Sharp, **Seconded by** R. Lee Flowers

Vote: Motion Carried By Unanimous Roll Call Vote
Aye: Ron Roland, Ella Holmes-Hines, Rusty Walker, Myles Sharp, R.Lee Flowers, Richard Kosloski
Absent: Kenneth Casey

Presentation Agenda

- **Mayor's Report**

Policy Issues

Appointment(s)

1 Ratification - of reappointment to the Civil Service Commission.

Motion to Ratify the reappointment of Don Knox to the Civil Service Commission, Moved By Ella Holmes-Hines, **Seconded by** Ron Roland

Vote: Motion Carried By Unanimous Roll Call Vote
Aye: Ron Roland, Ella Holmes-Hines, Rusty Walker, R. Lee Flowers, Richard Kosloski
Absent: Kenneth Casey, Myles Sharp

Attachment(s):
Reappointment Letter - Don Knox to Civil Service Commission

2 Ratification - of appointment for Director of Engineering.

Motion to Ratify the appointment of Jeremy Harrison as the Director of Engineering, Moved By R. Lee Flowers, **Seconded by** Ron Roland

Vote: Motion Carried By Unanimous Roll Call Vote
Aye: Ron Roland, Ella Holmes-Hines, Rusty Walker, Myles Sharp, R. Lee Flowers, Richard Kosloski
Absent: Kenneth Casey

Attachment(s):
Appointment letter - Jeremy Harrison as City Engineer

3 Ratification - of appointment for Director of Public Works.

Motion to Ratify the appointment of Tyler Gentry as the Director of Public Works, Moved By R.Lee Flowers, **Seconded by** Ron Roland

Vote: Motion Carried By Unanimous Roll Call Vote
Aye: Ron Roland, Ella Holmes-Hines, Rusty Walker, Myles Sharp, R.Lee Flowers, Richard Kosloski
Absent: Kenneth Casey

Attachment(s):
Appointment Letter - Tyler Gentry to Director of Public Works

The President called for recess at 2:10 P.M. – 2:12 P.M.

Code Enforcement / Planning

4 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.

Motion to Open the Code Enforcement Hearing, Moved By R. Lee Flowers, Seconded by Rusty Walker

Vote: Motion Carried By Unanimous Roll Call Vote
Aye: Ron Roland, Ella Holmes-Hines, Rusty Walker, Myles Sharp, R. Lee Flowers, Richard Kosloski
Absent: Kenneth Casey

There being no one to address the Council, Motion to Close the Hearing and Approve the Resolution, Moved By R.Lee Flowers, **Seconded by** Richard Kosloski

Vote: Motion Carried By Unanimous Roll Call Vote
Aye: Ron Roland, Ella Holmes-Hines, Rusty Walker, Myles Sharp, R. Lee Flowers, Richard Kosloski
Absent: Kenneth Casey

Motion to Suspend the Rules without objection, Moved By R. Lee Flowers, **Seconded by** Rusty Walker

Vote: Motion Carried By Unanimous Roll Call Vote
Aye: Ron Roland, Ella Holmes-Hines, Rusty Walker, Myles Sharp, R. Lee Flowers, Richard Kosloski
Absent: Kenneth Casey

Attachment(s):
NOTICE OF HEARING CODE ENFORCEMENT
Resolution 01022024_4 - Signed

Ordinances

5 Ordinance - rezoning tax parcel from T5 (Urban Center Zone) to T4+ (General Urban Zone "Plus") - located at 530 Beach Drive - Case # 2311PC132 - Ward 2.

Motion to Adopt Ordinance, Moved By Ron Roland, **Seconded by** Richard Kosloski

Vote: Motion Carried By Unanimous Roll Call Vote
Aye: Ron Roland, Ella Holmes-Hines, Rusty Walker, Myles Sharp, R.Lee Flowers, Richard Kosloski

Attachment(s):
Ordinance 3335 01022024_5 - Signed

6 Ordinance - providing for removal and deletion of the position of "Director of Public Work and Engineering" from the City of Gulfport, Mississippi's Salary Grade Schedule, and for related purposes.

Motion to Adopt Ordinance, Moved By Myles Sharp, **Seconded by** Rusty Walker

Vote: Motion Carried By Unanimous Roll Call Vote
Aye: Ron Roland, Ella Holmes-Hines, Rusty Walker, Myles Sharp, R.Lee Flowers, Richard Kosloski
Absent: Kenneth Casey

Attachment(s):
Ordinance 3336 01022024_6 - Signed

7 Ordinance - providing for removal and deletion of the position of "Assistant Director of Public Works" from the City of Gulfport, Mississippi's Salary Grade Schedule, and for related purposes.

Motion to Adopt Ordinance, Moved By Myles Sharp, **Seconded by** Rusty Walker

Vote: Motion Carried By Unanimous Roll Call Vote
Aye: Ron Roland, Ella Holmes-Hines, Rusty Walker, Myles Sharp, R.Lee Flowers, Richard Kosloski
Absent: Kenneth Casey

Attachment(s):
Ordinance 3337 01022024_7 - Signed

8 Ordinance - providing for the salary of compensation for one (1) "Director of Engineering" position, and for related purposes.

Motion to Adopt Ordinance, Moved By R. Lee Flowers, **Seconded by** Richard Kosloski

Vote: Motion Carried By Unanimous Roll Call Vote
Aye: Ron Roland, Ella Holmes-Hines, Rusty Walker, Myles Sharp, R.Lee Flowers, Richard Kosloski
Absent: Kenneth Casey

Attachment(s):
Ordinance 3338 01022024_8 - Signed

9 Ordinance - providing for the salary of compensation for one (1) "Director of Public Works" position, and for related purposes.

Motion to Adopt Ordinance, Moved By R. Lee Flowers, **Seconded by** Richard Kosloski

Vote: Motion Carried By Unanimous Roll Call Vote
Aye: Ron Roland, Ella Holmes-Hines, Rusty Walker, Myles Sharp, R.Lee Flowers, Richard Kosloski
Absent: Kenneth Casey

Attachment(s):
Ordinance 3339 01022024_9 - Signed

10 Ordinance - providing for the salary of compensation for one (1) "Finance Manager" position, and for related purposes.

Motion to Adopt Ordinance, Moved By Ron Roland, **Seconded by** R. Lee Flowers

Vote: Motion Carried By The Following Roll Call Vote
Aye: Ron Roland, Ella Holmes-Hines, Rusty Walker, R. Lee Flowers, Richard Kosloski
Nay: Myles Sharp
Absent: Kenneth Casey

Attachment(s):
Ordinance 3340 01022024_10 - Signed

11 Ordinance - providing for the salary of compensation for one (1) "Grant Accounting Specialist" position, and for related purposes.

Motion to Adopt Ordinance, Moved By R. Lee Flowers, **Seconded by** Richard Kosloski

Vote: Motion Carried By Unanimous Roll Call Vote
Aye: Ron Roland, Ella Holmes-Hines, Rusty Walker, Myles Sharp, R. Lee Flowers, Richard Kosloski
Absent: Kenneth Casey

Attachment(s):
Ordinance 3341 01022024_11 - Signed

Resolutions

12 Resolution - approving Service Agreement with Johnson Controls for the Police Department Fire Protection System, and for related purposes.

Motion to Approve, Moved By R. Lee Flowers, **Seconded by** Richard Kosloski

Vote: Motion Carried By Unanimous Roll Call Vote
Aye: Ron Roland, Ella Holmes-Hines, Rusty Walker, Myles Sharp, R.Lee Flowers, Richard Kosloski
Absent: Kenneth Casey

Attachment(s):
Resolution 01022024_12 - Signed

13 Resolution - approving Sponsorship Program for Cinema by the Shore, and for related purposes.

Motion to Approve, Moved By R. Lee Flowers, **Seconded by** Richard Kosloski

Vote: Motion Carried By Unanimous Roll Call Vote
Aye: Ron Roland, Ella Holmes-Hines, Rusty Walker, Myles Sharp, R.Lee Flowers, Richard Kosloski
Absent: Kenneth Casey

Attachment(s):
Resolution 01022024_13 - Signed

14 Resolution - approving the Daddy Daughter Dances, and for related purposes.

Motion to Approve, Moved By R. Lee Flowers, **Seconded by** Richard Kosloski

Vote: Motion Carried By Unanimous Roll Call Vote
Aye: Ron Roland, Ella Holmes-Hines, Rusty Walker, Myles Sharp, R.Lee Flowers, Richard Kosloski
Absent: Kenneth Casey

Attachment(s):
Resolution 01022024_14 - Signed

15 Resolution - awarding bid and approving contract for Term Contract C 8 - Infield, Track and Walkway Materials, and for related purposes.

Motion to Approve, Moved By R. Lee Flowers, **Seconded by** Richard Kosloski

Vote: Motion Carried By Unanimous Roll Call Vote
Aye: Ron Roland, Ella Holmes-Hines, Rusty Walker, Myles Sharp, R.Lee Flowers, Richard Kosloski
Absent: Kenneth Casey

Attachment(s):
Resolution 01022024_15 - Signed

16 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 Gulfport Branch NAACP Oratorical Scholarship Program, and for related purposes.

Motion to Approve, Moved By R. Lee Flowers, **Seconded by** Richard Kosloski

Vote: Motion Carried By Unanimous Roll Call Vote
Aye: Ron Roland, Ella Holmes-Hines, Rusty Walker, Myles Sharp, R.Lee Flowers, Richard Kosloski
Absent: Kenneth Casey

Attachment(s):
Resolution 01022024_16 - Signed

17 Resolution - approving the temporary closure of municipal right of way for Second Street Social Club Mardi Gras Parade, and for related purposes.

Motion to Approve, Moved By R. Lee Flowers, **Seconded by** Richard Kosloski

Vote: Motion Carried By Unanimous Roll Call Vote
Aye: Ron Roland, Ella Holmes-Hines, Rusty Walker, Myles Sharp, R.Lee Flowers, Richard Kosloski
Absent: Kenneth Casey

Attachment(s):
Resolution 01022024_17 - Signed

17 - A Resolution - requesting the support of the Harrison County Board of Supervisors with respect to certain road/right of way improvements in “North Gulfport” at or near the intersection of Martin Luther King, Jr. Boulevard and the CPCK (formerly KCS) railway crossing in the City of Gulfport, Mississippi, to obtain approval of said request by the board, and for related purposes.

Motion to Approve, Moved By R. Lee Flowers, **Seconded by** Richard Kosloski

Vote: Motion Carried By Unanimous Roll Call Vote
Aye: Ron Roland, Ella Holmes-Hines, Rusty Walker, Myles Sharp, R.Lee Flowers, Richard Kosloski
Absent: Kenneth Casey

Attachment(s):
Resolution 01022024_17-A - Signed

17 - B Resolution - authorizing and approving issuance of letter regarding the 2024 Water Resources Development Act (WRDA), and for related purposes.

Motion to Approve, Moved By R. Lee Flowers, **Seconded by** Richard Kosloski

Vote: Motion Carried By Unanimous Roll Call Vote
Aye: Ron Roland, Ella Holmes-Hines, Rusty Walker, Myles Sharp, R.Lee Flowers, Richard Kosloski
Absent: Kenneth Casey

Attachment(s):
Resolution 01022024_17-B - Signed

Budget Amendments / Docket of Claims

18 Docket of Claims - to be approved through January 3, 2024.

Motion to Approve Docket of Claims in the amount of $2,820,782.52, Moved By Richard Kosloski, **Seconded by** R.Lee Flowers

Vote: Motion Carried By The Following Roll Call Vote
Aye: Ron Roland, Rusty Walker, R. Lee Flowers, Richard Kosloski
Nay: Ella Holmes-Hines, Myles Sharp
Absent: Kenneth Casey

Attachment(s):
Resolution 01022024_18 - Signed

Routine Agenda

Motion to Accept Routine Agenda as presented, Moved By R. Lee Flowers, **Seconded by** Richard Kosloski

Vote: Motion Carried By Unanimous Roll Call Vote
Aye: Ron Roland, Ella Holmes-Hines, Rusty Walker, Myles Sharp, R. Lee Flowers, Richard Kosloski
Absent: Kenneth Casey

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

Attachment(s):
Certificate of Substantial Completion 12052023_15 - Executed

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

Attachment(s):
CHAPTER 3 NOTICES
CODE ENFORCEMENT CHAPTER 3 MEMORANDUM

21 Legal Notice - advertisement for Reverse Auction of Dodge Chargers for the Police Department.

Attachment(s):
ADVERTISEMENT FOR PROPOSALS- 5 Police Dodge Chargers

22 Letter - permission to enter into negotiations with Covington Civil and Environmental for the MCWI North Gulfport Wastewater Treatment Plant Project.

Attachment(s):
NG Wastewater Recommendation

23 Letter - permission to enter into negotiations with Seymour Engineering for the MCWI Debuys Road Pump Station Force Main Connection Treatment Plant Project.

Attachment(s):
Debuys Road Treatment Plant Recommendation

24 Letter - permission to enter into negotiations with Machado Patano for MCWI City-Wide Lift Station Rehabilitation Project.

Attachment(s):
City-Wide Lift Stations Recommendation

25 Letter - requesting permission to enter into negotiations with Engineering Xcellence for the MIMA Paving Infrastructure Project.

Attachment(s):
MIMA Paving Infrastructure Recommendation

26 Letter - regarding bid awarded by Purchasing to All-Phase Electric for contractors restock - Public Works Department - to be made a part of the minutes.

Attachment(s):
Contractors Restock - All-Phase Electric - Public Works

27 Letter - request permission to enter into negotiations with Covington Civil and Environmental for The Hydraulic Model Water Distribution System Project.

Attachment(s):
Hydraulic Model Recommendation

28 Letter - request permission to enter into negotiations with Pickering Engineering for the Dedeaux Road Widening Phase 2 Project.

Attachment(s):
Dedeaux Road Widening Recommendation

Public Agenda

Council Comments

Memorial Adjournment

- **Mr. Curtis Lee Sanders**
- **Mr. George William Edwards Jr.**

Executive Session

Upon the advice of General Counsel, Motion to Enter Closed Session to make a preliminary determination of the necessity for Executive Session, Moved By Ella Holmes-Hines**, Seconded by** Rusty Walker

Vote: Motion Carried By Unanimous Roll Call Vote
Aye: Ella Holmes-Hines, Rusty Walker, Myles Sharp, R. Lee Flowers
Absent: Kenneth Casey, Ron Roland, Richard Kosloski

The Council entered Closed Session at 2:59 P.M. In attendance: Ella Holmes-Hines, Rusty Walker, Myles Sharp, R. Lee Flowers, Mayor Billy Hewes, CAO Wayne Miller, General Counsel Hugh Keating, City Attorney Jeff Bruni, Assistant City Attorney Margaret Murdock, Clerk of Council Brittany Rodgers, and Deputy Clerk of Council Brittany Thomas.

Motion to Exit Closed Session at 3:06 P.M., Moved By Myles Sharp, **Seconded by** Rusty Walker

Vote: Motion Carried By Unanimous Roll Call Vote
Aye: Ron Roland, Ella Holmes-Hines, Rusty Walker, Myles Sharp, R.Lee Flowers
Absent: Kenneth Casey, Richard Kosloski

No official action was taken during Closed Session.

Upon hearing from General Counsel regarding the nature of the request for Executive Session, Motion to Enter Executive Session at 3:07 P.M. for (1) transaction of business and discussion regarding the prospective leasing of lands or parts thereof at the City sportsplex facilities; (2) strategy session with respect to prospective litigation associated with Westbury Subdivision; (3) strategy session with respect to prospective litigation associated with the provision of emergency ambulance services; and (4) strategy session with respect to litigation involving the vacation of areas of land/rights of way regarding Huey Franks in the Venetian Gardens Subdivision., Moved By Ron Roland, **Seconded by** Rusty Walker

Vote: Motion Carried By Unanimous Roll Call Vote
Aye: Ron Roland, Ella Holmes-Hines, Rusty Walker, Myles Sharp, R.Lee Flowers, Richard Kosloski
Absent: Kenneth Casey

The Council entered Executive Session at 3:07 P.M. In attendance: Ron Roland, Ella Holmes-Hines, Rusty Walker, Myles Sharp, R. Lee Flowers, Richard Kosloski, Mayor Billy Hewes, CAO Wayne Miller, General Counsel Hugh Keating, City Attorney Jeff Bruni, Assistant City Attorney Margaret Murdock (out at 3:33 P.M.), Director of Engineering Jeremy Harrison (in at 3:12 P.M./ out at 3:33 P.M.), Director of Urban Development Greg Holmes (in at 3:12 P.M./ out at 3:33 P.M.), Director of Leisure Services Randy Wales (in at 3:34 P.M./ out at 3:50 P.M.), Human Resource Manager

Samantha Sherrill (in at 3:34 P.M./ out at 3:50 P.M.), Fire Chief Billy Kelley (in at 3:50 P.M./ out at 4:09 P.M.), Clerk of Council Brittany Rodgers and Deputy Clerk of Council Brittany Thomas.

Motion to Exit Executive Session at 4:09 P.M., Moved By R. Lee Flowers, **Seconded by** Richard Kosloski

Vote: Motion Carried By Unanimous Roll Call Vote
Aye: Ron Roland, Ella Holmes-Hines, Rusty Walker, Myles Sharp, R. Lee Flowers, Richard Kosloski
Absent: Kenneth Casey

No official action was taken during Executive Session.

Upon reconvening in an open meeting, the following actions were taken:

Move to authorize the City, by and through the Legal Department, to take whatever steps are requires to agree to the vacation of that certain 4' strip of land located in Block 3 of the Venetians Gardens Subdivision between lots 8 and 9 on the west and lots 14 and 15 on the east as per Petition to Vacate, to Amend Plat and for Other Relief filed by property owners Huey J. Franks and Patsy Franks (Chancery Court Cause No. 23-1715(4))., Moved By Myles Sharp**, Seconded by** Ron Roland

Vote: Motion Carried By Unanimous Roll Call Vote
Aye: Ron Roland, Ella Holmes-Hines, Rusty Walker, Myles Sharp, R. Lee Flowers, Richard Kosloski
Absent: Kenneth Casey

Motion to waive the formality concerning the time/place of delivery of proposals submitted in response to the City's request for proposals for emergency medical and ambulance transport services with respect to the proposal of AMR which was delivered timely to Harrison County offices and not City offices, reserving all other bases for rejection of the same not specifically stated herein, and, further, to authorize the Administration to evaluate all proposals received and commence negotiations with the respondents in order to present the same to the governing authority for consideration, while reserving all bases for consideration and/or rejection of the same., Moved By Myles Sharp**, Seconded by** Ella Holmes-Hines

Vote: Motion Carried By Unanimous Roll Call Vote
Aye: Ron Roland, Ella Holmes-Hines, Rusty Walker, Myles Sharp, R. Lee Flowers, Richard Kosloski
Absent: Kenneth Casey

Move to authorize the Clerk of Council to negotiate Mauldin and Jenkins Auditor., Moved By Myles Sharp**, Seconded by** Rusty Walker

Vote: Motion Carried By Unanimous Roll Call Vote
Aye: Ron Roland, Ella Holmes-Hines, Rusty Walker, Myles Sharp, R. Lee Flowers, Richard Kosloski
Absent: Kenneth Casey

Setting of Next Meeting and Adjournment

There being no further business to come before the Council at this time, Motion to Adjourn in memory of Mr. Curtis Lee Sanders and Mr. George William Edwards Jr., until January 16, 2024 at 1:30 P.M. for a Regular Meeting, Moved By R. Lee Flowers, **Seconded by** Richard Kosloski

Vote: Motion Carried By Unanimous Roll Call Vote
Aye: Ron Roland, Ella Holmes-Hines, Rusty Walker, Myles Sharp, R.Lee Flowers, Richard Kosloski
Absent: Kenneth Casey

City Clerk **Mayor**

Agenda Adjustments

17 - A Resolution - requesting the support of the Harrison County Board of Supervisors with respect to certain road/right of way improvements in “North Gulfport” at or near the intersection of Martin Luther King, Jr. Boulevard and the CPCK (formerly KCS) railway crossing in the City of Gulfport, Mississippi, to obtain approval of said request by the board, and for related purposes.

17 - B Resolution - authorizing and approving issuance of letter regarding the 2024 Water Resources Development Act (WRDA), and for related purposes.

TABLE OF CONTENTS

WARD 1

PARCEL	LOCATION	OWNER
0711H-02-028.000	3604 18TH ST	THOMAS MICHAEL FITZGERALD
0711H-02-029.000	3608 18TH ST	CLARK LAURA L/E
0711H-02-030.000	3605 19TH ST	PHILLIPS JAMES L/E
0711H-02-035.000	18TH ST	GATES ANGIE
0711H-02-032.000	18TH ST	FORD JOSEPH
0711H-04-029.000	1600 42ND AVE	BABIN TODD J

WARD 3

PARCEL	LOCATION	OWNER
0810F-03-031.000	8194 MISSISSIPPI AVE	DURR COLEMAN -EST-
0810C-03-055.001	8352 49	ZHU JIAFENG
0810C-03-056.000	8336 49	ZHU JIAFENG
0810C-03-057.000	ALABAMA AVE	ZHU JIAFENG
0811F-01-043.001	1919 21ST AVE	PETERSON JERRY
0811B-04-070.000	2322 18TH AVE	PIPPIN JAMES W
0910M-02-056.000	707 TENNESSEE ST	MINAYA ROUSE
0810D-02-038.000	5013 OHIO AVE	JONES RICH & OPHELIA -EST-

WARD 4

PARCEL	LOCATION	OWNER
0910J-02-002.000	9 PASS RD	OUTBACK EXPRESS CARWASH LLC

WARD 7

PARCEL	LOCATION	OWNER
0708H-03-031.000	12219 VADA DR	GARNER LYMAN LANCE

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

January 16, 2024

THOMAS MICHAEL FITZGERALD
3604 18TH ST
GULFPORT, MS 39501

Reference: Tax Parcel Number: 0711H-02-028.000
3604 18TH ST

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

Violation(s):		Corrective Actions Required:
OVERGROWN PROPERTY, IPMC 302.4		CUT & CLEAN THE PROPERTY
WEEDS,VINES, TREE OR LIMBS		REMOVE WEEDS, VINES, LIMBS, TR
TRASH & DEBRIS, IPMC 308.1		REMOVE/HAUL OFF TRASH & DEBRIS
INOPERABLE VEHICLE, IPMC 302.8		REMOVE OR REPAIR & LEGALLY TAG CAMPER
EXT MAINTENANCE, IPMC 304.1		MAKE NECESSARY REPAIRS
VACANT STRUCTURE, IPMC 301.3		BOARD UP AND SECURE OPENINGS
UNSAFE CONDITION, IPMC 302.1		CORRECT UNSAFE CONDITIONS
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.

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, February 6TH, 2024 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: 13227


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
January 16, 2024
THOMAS MICHAEL FITZGERALD
3604 18TH ST
GULFPORT, MS 39501
Reference: Tax Parcel Number: 071H-02-028.000
3604 18TH ST
As the City of Gulfport works to ensure a safe and healthy environment for our citizens and visitors, it is sometimes necessary to request the help of private property owners to improve the safety, health and appearance of our City. As a part of ongoing efforts, Code Enforcement personnel recently conducted a visual inspection of the above noted property. As a result, violations of one or more of the following laws, statutes, codes or ordinances were identified: Section 21-19-11 (Miss Code Ann. 1972 as amended), the International Property Maintenance Code (IPMC), and applicable Municipal Ordinances. The violations are as follows and based on the violations identified, the City requests that you take the following corrective actions:
Violation(s):
Corrective Actions Required:
OVERGROWN PROPERTY, IPMC 302.4
CUT & CLEAN THE PROPERTY
WEEDS, VINES, TREE OR LIMBS
REMOVE WEEDS, VINES, LIMBS, TR
TRASH & DEBRIS, IPMC 308.1
REMOVE/HAUL OFF TRASH & DEBRIS
INOPERABLE VEHICLE, IPMC 302.8
REMOVE/HAUL OFF INOPERABLE VEHICLE
EXT MAINTENANCE, IPMC 304.1
REMOVE OR REPAIR & LEGALLY TAG CAMPER
VACANT STRUCTURE, IPMC 301.3
MAKE NECESSARY REPAIRS
UNSAFE CONDITION, IPMC 302.1
BOARD UP AND SECURE OPENINGS
UNSANITARY CONDITION, IPMC 302
CORRECT UNSAFE CONDITIONS
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,
Tyler Wales
Tyler Wales - CODE ENFORCEMENT
cc: Mayor Billy Hewes
Council Member KENNETH CASEY SR
Case Number: 13227
Jan 16, 2024 at 4:22 PM


3604
18TH ST.
Jan 16, 2024 at 4:22 PM


NEVER MIND
THE DOG
BEWARE
OF
OWNER!
Jan 16, 2024 at 2:48 PM


Jan 16, 2024 at 2:48 PM


Jan 16, 2024 at 2:48 PM


Jan 16, 2024 at 2:48 PM


Jan 16, 2024 at 2:49 PM


Jan 16, 2024 at 2:50 PM


Jan 16, 2024 at 2:50 PM


MISSISSIPPI 55
TLR
89524U
TRAILER
Jan 16, 2024 at 2:50 PM


Jan 16, 2024 at 2:52 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

January 16, 2024

CLARK LAURA L/E
3608 18TH ST
GULFPORT, MS 39501

Reference: Tax Parcel Number: 0711H-02-029.000
3608 18TH ST

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

Violation(s):		Corrective Actions Required:
OVERGROWN PROPERTY, IPMC 302.4		CUT & CLEAN THE PROPERTY
WEEDS,VINES, TREE OR LIMBS		REMOVE WEEDS, VINES, LIMBS, TR
TRASH & DEBRIS, IPMC 308.1		REMOVE/HAUL OFF TRASH & DEBRIS
INOPERABLE VEHICLE, IPMC 302.8		REMOVE OR REPAIR & LEGALLY TAG
INOPERABLE VEHICLE, IPMC 302.8		REMOVE OR REPAIR & LEGALLY TAG
UNSAFE CONDITION, IPMC 302.1		CORRECT UNSAFE CONDITIONS
UNSANITARY CONDITION, IPMC 302		CORRECT UNSANITARY CONDITIONS

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
cc: Mayor Billy Hewes
Council Member: KENNETH CASEY SR

Case Number: 13228

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

January 16, 2024

CLARK LAURA L/E
13472 REGALE DR
VANCLEAVE, MS 39565

Reference: Tax Parcel Number: 0711H-02-029.000
3608 18TH 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:

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TRASH & DEBRIS, IPMC 308.1		REMOVE/HAUL OFF TRASH & DEBRIS
INOPERABLE VEHICLE, IPMC 302.8		REMOVE OR REPAIR & LEGALLY TAG
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UNSAFE CONDITION, IPMC 302.1		CORRECT UNSAFE CONDITIONS
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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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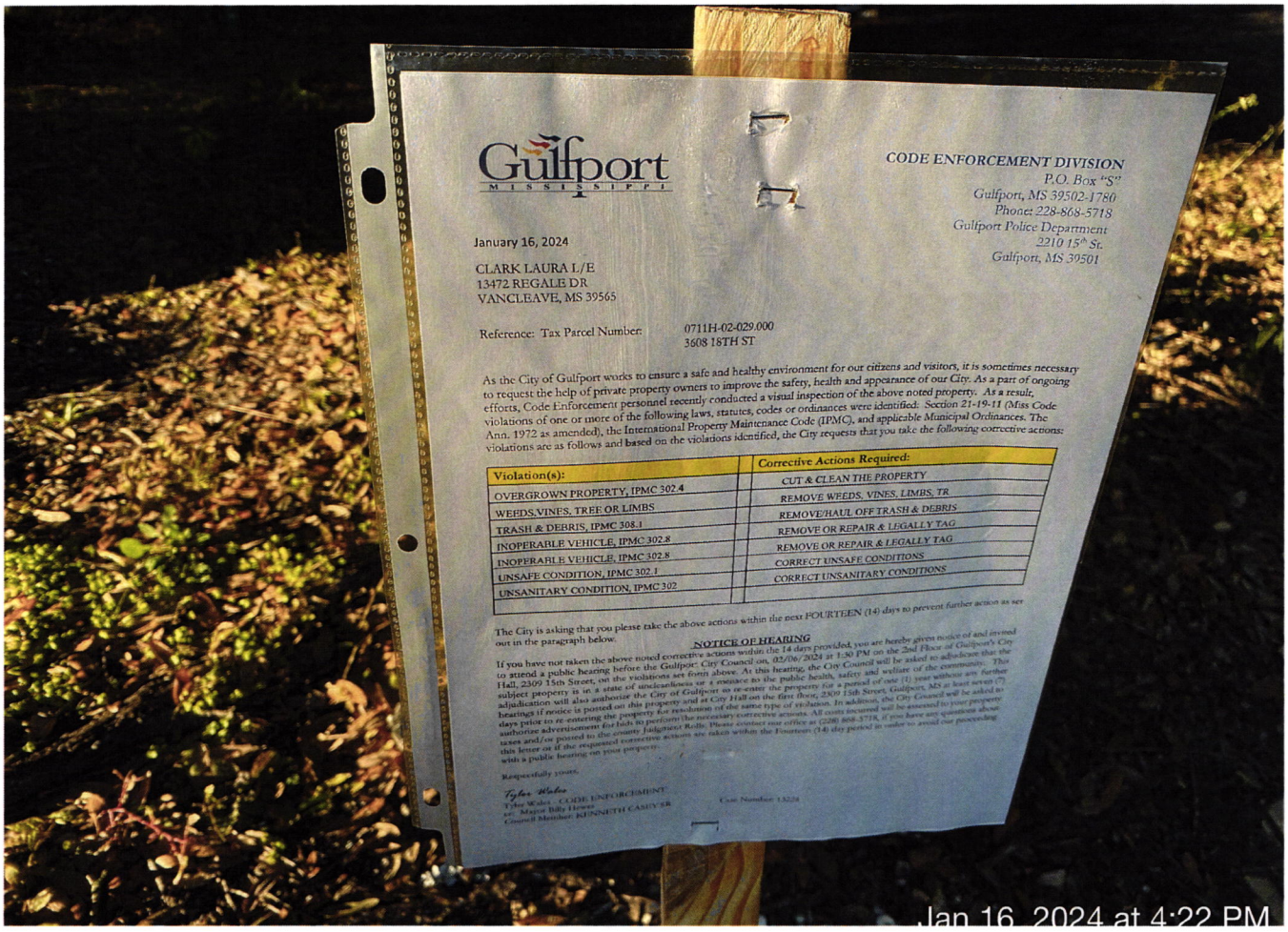
Tyler Wales

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

Case Number: 13228


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
January 16, 2024
CLARK LAURA L/E
13472 REGALE DR
VANCLEAVE, MS 39565
Reference: Tax Parcel Number: 0711H-02-029.000
3608 18TH 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:
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REMOVE/HAUL OFF TRASH & DEBRIS
INOPERABLE VEHICLE, IPMC 302.8
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REMOVE OR REPAIR & LEGALLY TAG
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CORRECT UNSAFE CONDITIONS
UNSANITARY CONDITION, IPMC 302
CORRECT UNSANITARY CONDITIONS
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Respectfully yours,
Tyler Walker CODE ENFORCEMENT
cc: Mayor Billy Hewes
Council Member KENNETH CASEY SR
Case Number: 13224
Jan 16, 2024 at 4:22 PM


Jan 16, 2024 at 4:22 PM


Jan 16, 2024 at 2:47 PM


Jan 16, 2024 at 2:48 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

January 16, 2024

PHILLIPS JAMES L/E
3605 19TH ST
GULFPORT, MS 39501

Reference: Tax Parcel Number: 0711H-02-030.000
3605 19TH 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:
TRASH & DEBRIS, IPMC 308.1		REMOVE/HAUL OFF TRASH & DEBRIS
EXT MAINTENANCE, IPMC 304.1		MAKE NECESSARY REPAIRS
UNSAFE CONDITION, IPMC 302.1		CORRECT UNSAFE CONDITIONS
UNSANITARY CONDITION, IPMC 302		CORRECT UNSANITARY CONDITION
CLUTTER, IPMC 302.10		REMOVE CLUTTER AND DEBRIS

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

NOTICE OF HEARING

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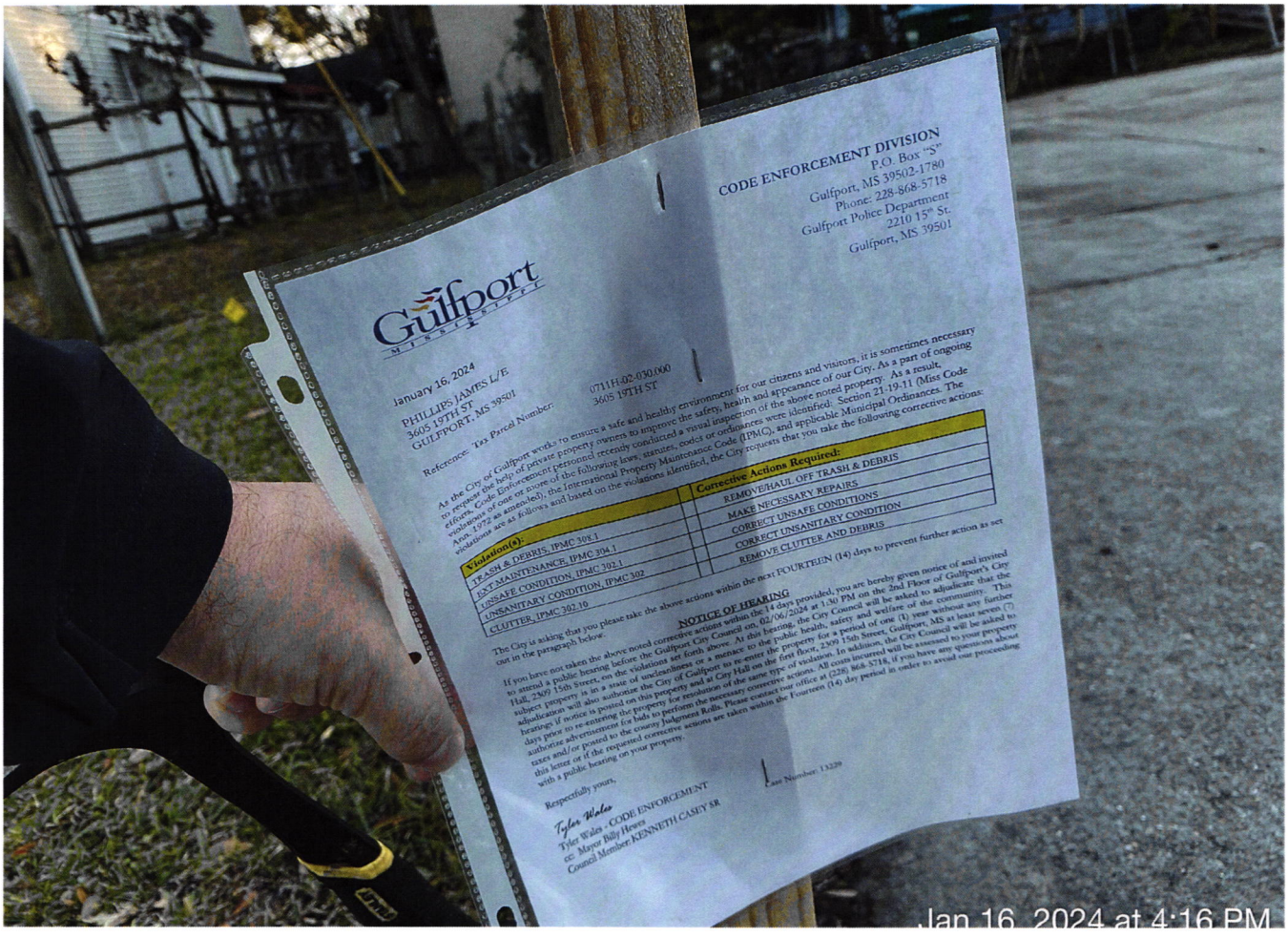
Respectfully yours,

Tyler Wales

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

Case Number: 13229


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
January 16, 2024
PHILLIPS JAMES L/E
3605 19TH ST
GULFPORT, MS 39501
Reference: Tax Parcel Number: 0711H-02-030.000
3605 19TH ST
Violation(s):
TRASH & DEBRIS, IPMC 308.1
EXT-MAINTENANCE, IPMC 304.1
UNSAFE CONDITION, IPMC 302
UNSANITARY CONDITION, IPMC 302.10
CLUTTER, IPMC 302.10
Corrective Actions Required:
REMOVE/HAUL OFF TRASH & DEBRIS
MAKE NECESSARY REPAIRS
CORRECT UNSAFE CONDITIONS
CORRECT UNSANITARY CONDITION
REMOVE CLUTTER AND DEBRIS
NOTICE OF HEARING
Case Number: 13229
Tyler Wales - CODE ENFORCEMENT
cc: Mayor Billy Hayes
Council Member KENNETH CASEY SR
Jan 16, 2024 at 4:16 PM


Jan 16, 2024 at 4:16 PM


Jan 16, 2024 at 2:56 PM


Jan 16, 2024 at 2:56 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

January 16, 2024

GATES ANGIE
18TH ST
GULFPORT, MS 39501

Reference: Tax Parcel Number: 0711H-02-035.000
18TH 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:
TRASH & DEBRIS, IPMC 308.1		REMOVE/HAUL OFF TRASH & DEBRIS
UNSAFE STRUCTURE, MS 21-19-11		BRING BLDG UP TO CODE OR DEMO

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

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Respectfully yours,

Tyler Wales

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

Case Number: 13230

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

January 16, 2024

GATES ANGIE
3420 18TH ST
GULFPORT, MS 39501

Reference: Tax Parcel Number: 0711H-02-035.000
18TH ST

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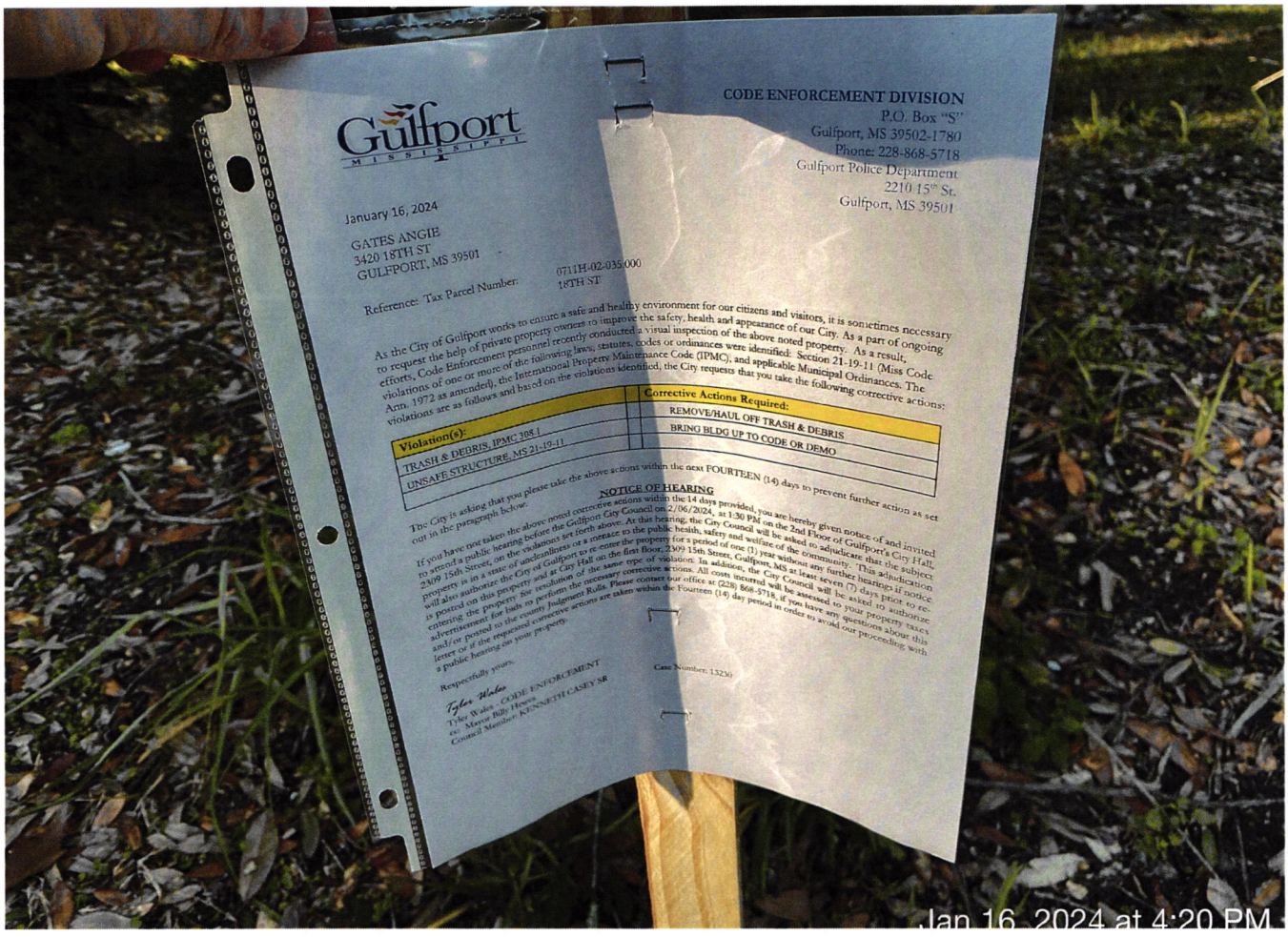
Respectfully yours,

Tyler Wales

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

Case Number: 13230


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
January 16, 2024
GATES ANGIE
3420 18TH ST
GULFPORT, MS 39501
Reference: Tax Parcel Number: 0711H-02-035.000
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Violation(s):
TRASH & DEBRIS, IPMC 308.1
UNSAFE STRUCTURE, MS 21-19-11
Corrective Actions Required:
REMOVE/HAUL OFF TRASH & DEBRIS
BRING BLDG UP TO CODE OR DEMO
The City is asking that you please take the above actions within the next FOURTEEN (14) days to prevent further action as set out in the paragraph below.
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Respectfully yours,
Case Number: 13230
Tyler Wales - CODE ENFORCEMENT
cc: Mayor Billy Hewes
Council Member KENNETH CASEY SR
Jan 16, 2024 at 4:20 PM


Jan 16, 2024 at 4:20 PM


Jan 16, 2024 at 4:20 PM


Jan 16, 2024 at 2:54 PM


Jan 16, 2024 at 3:05 PM


Jan 16, 2024 at 3:05 PM


Jan 16, 2024 at 3:05 PM


Jan 16, 2024 at 3:05 PM

CODE ENFORCEMENT DIVISION
P.O. Box "S"
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Gulfport Police Department
2210 15th St.
Gulfport, MS 39501

January 16, 2024

FORD JOSEPH
2536 OLD BAY ROAD
BILOXI, MS 39531

Reference: Tax Parcel Number: 0711H-02-032.000
18TH 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:
TRASH & DEBRIS, IPMC 308.1		REMOVE/HAUL OFF TRASH & DEBRIS
VEHICLE ON VACANT LOT		REMOVE VEHICLE
UNSANITARY CONDITION, IPMC 302		CORRECT UNSANITARY CONDITION
IMPROPER STORAGE ON VACANT LOT		REMOVE ALL ITEMS FROM VACANT LOT

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.

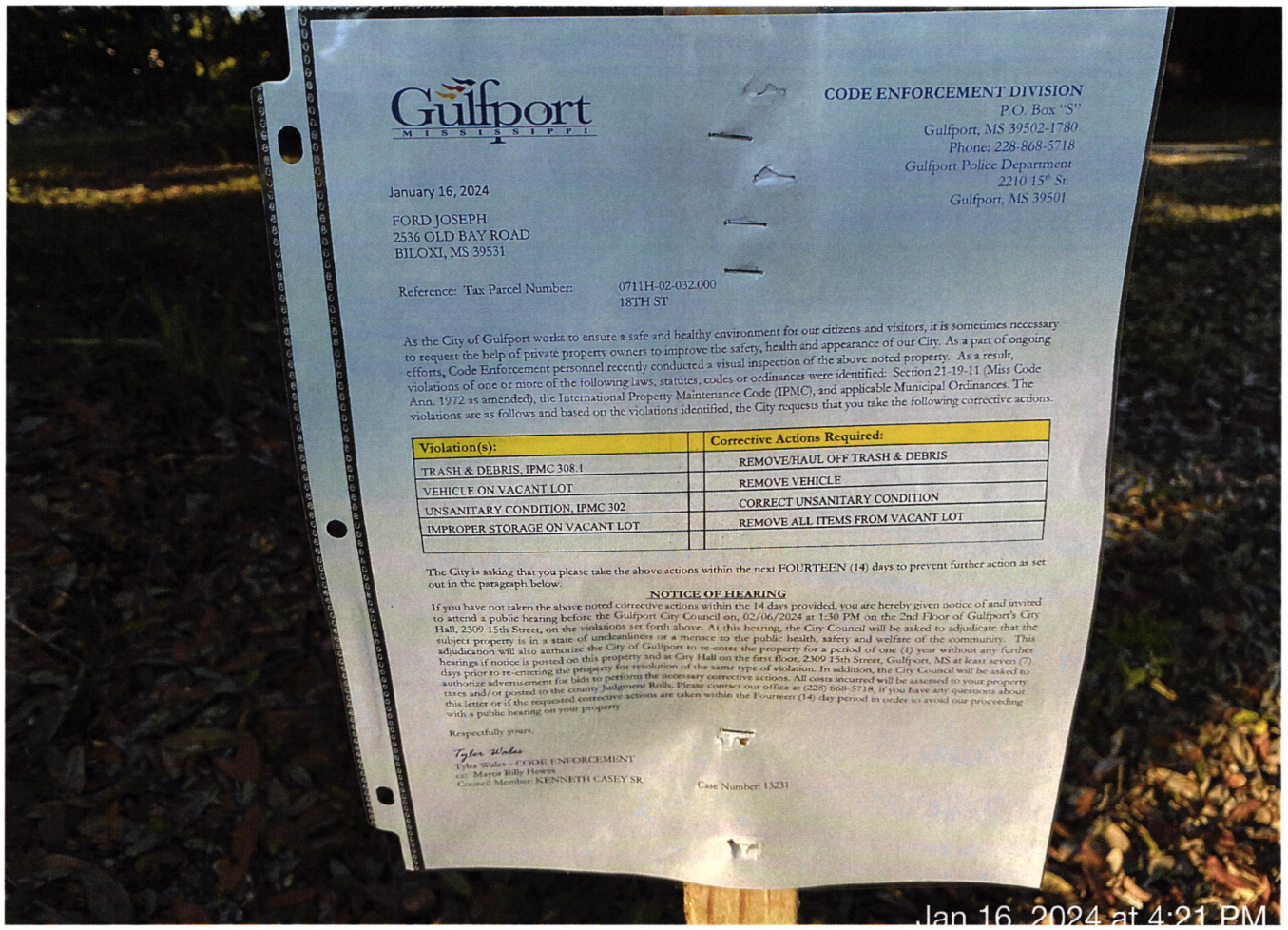
NOTICE OF HEARING

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, 02/06/2024 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: 13231



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

January 16, 2024

FORD JOSEPH
2536 OLD BAY ROAD
BILOXI, MS 39531

Reference: Tax Parcel Number: 0711H-02-032.000
18TH 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:
TRASH & DEBRIS, IPMC 308.1	REMOVE/HAUL OFF TRASH & DEBRIS
VEHICLE ON VACANT LOT	REMOVE VEHICLE
UNSANITARY CONDITION, IPMC 302	CORRECT UNSANITARY CONDITION
IMPROPER STORAGE ON VACANT LOT	REMOVE ALL ITEMS FROM VACANT LOT

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, 02/06/2024 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: 13231

Jan 16, 2024 at 4:21 PM



Jan 16, 2024 at 4:21 PM


Jan 16, 2024 at 4:21 PM


Jan 16, 2024 at 2:54 PM


Jan 16, 2024 at 2:55 PM


Jan 16, 2024 at 2:55 PM


DODGE
DURANGO
HAX 4506
HARRISON
Jan 16, 2024 at 2:56 PM


Jan 16, 2024 at 2:56 PM


Jan 16, 2024 at 2:56 PM


Jan 16, 2024 at 2:56 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

January 22, 2024

BABIN TODD J
1600 42ND AVE
GULFPORT, MS 39501

Reference: Tax Parcel Number: 0711H-04-029.000
1600 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:

Violation(s):		Corrective Actions Required:
TRASH & DEBRIS, IPMC 308.1		REMOVE/HAUL OFF TRASH & DEBRIS
INOPERABLE VEHICLE, IPMC 302.8		REMOVE OR REPAIR & LEGALLY TAG
EXT MAINTENANCE, IPMC 304.1		MAKE NECESSARY REPAIRS
UNSAFE STRUCTURE, MS 21-19-11		BRING BLDG UP TO CODE OR DEMO

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, 02/06/2024 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: 13250

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

January 22, 2024

BABIN TODD J
617 CARMADELLE ST
MARRERO, LA 70072

Reference: Tax Parcel Number: 0711H-04-029.000
1600 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:

Violation(s):		Corrective Actions Required:
TRASH & DEBRIS, IPMC 308.1		REMOVE/HAUL OFF TRASH & DEBRIS
INOPERABLE VEHICLE, IPMC 302.8		REMOVE OR REPAIR & LEGALLY TAG
EXT MAINTENANCE, IPMC 304.1		MAKE NECESSARY REPAIRS
UNSAFE STRUCTURE, MS 21-19-11		BRING BLDG UP TO CODE OR DEMO

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

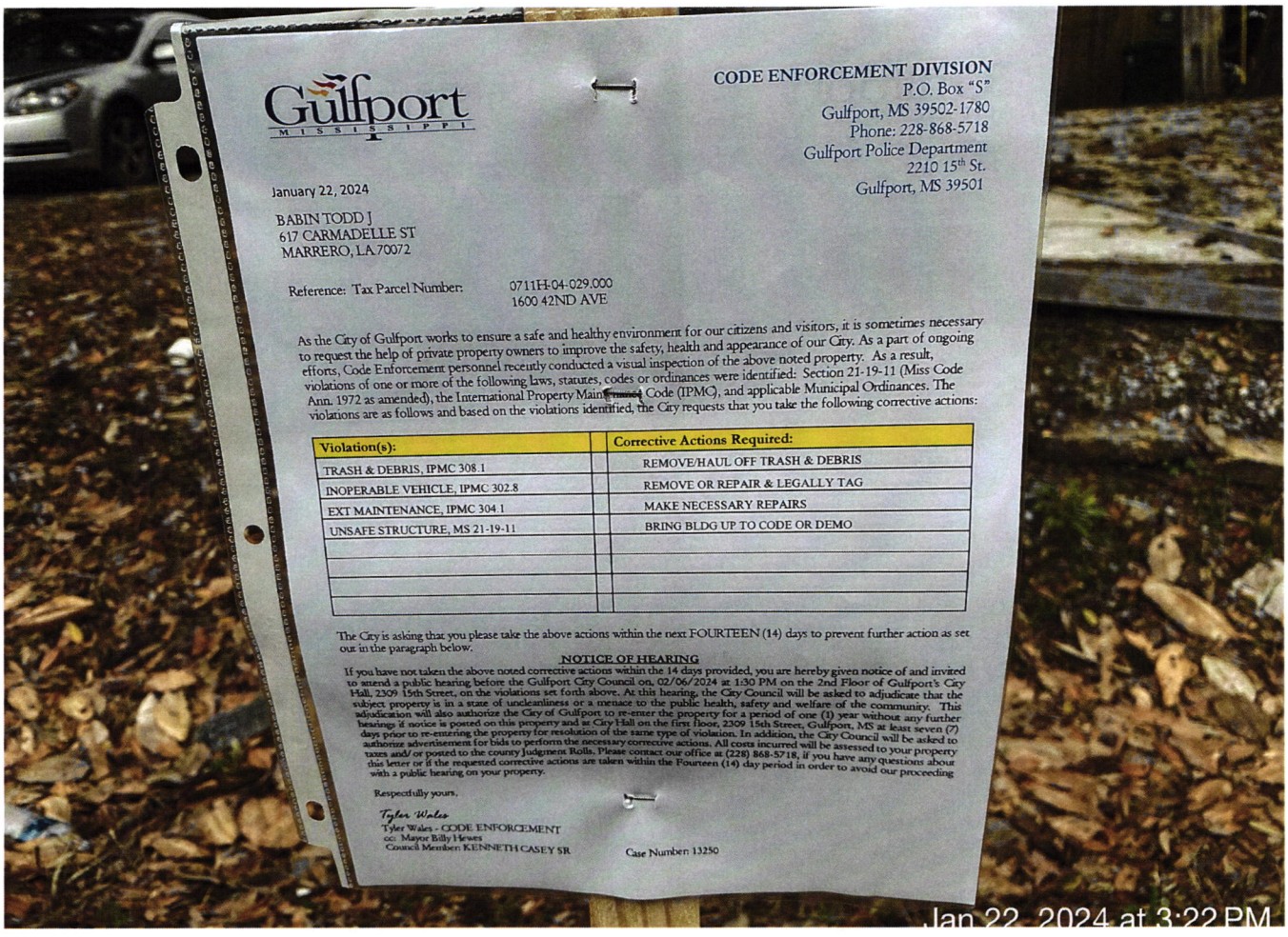
If you have not taken the above noted corrective actions within the 14 days provided, you are hereby given notice of and invited to attend a public hearing before the Gulfport City Council on, 02/06/2024 at 1:30 PM on the 2nd Floor of Gulfport's City Hall, 2309 15th Street, on the violations set forth 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: 13250


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
January 22, 2024
BABIN TODD J
617 CARMADELLE ST
MARRERO, LA 70072
Reference: Tax Parcel Number: 0711H-04-029.000
1600 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:
Violation(s):
Corrective Actions Required:
TRASH & DEBRIS, IPMC 308.1
REMOVE/HAUL OFF TRASH & DEBRIS
INOPERABLE VEHICLE, IPMC 302.8
REMOVE OR REPAIR & LEGALLY TAG
EXT MAINTENANCE, IPMC 304.1
MAKE NECESSARY REPAIRS
UNSAFE STRUCTURE, MS 21-19-11
BRING BLDG UP TO CODE OR DEMO
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,
Tyler Wales
Tyler Wales - CODE ENFORCEMENT
cc: Mayor Billy Hewes
Council Member: KENNETH CASEY SR
Case Number: 13250
Jan 22, 2024 at 3:22 PM


Jan 22, 2024 at 3:22 PM


Jan 19, 2024 at 10:13 AM


STOP
Jan 19, 2024 at 10:13 AM


Jan 19, 2024 at 10:14 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

January 19, 2024

DURR COLEMAN -EST-
C/O MAVIS L DURR
8194 MISSISSIPPI AVE
GULFPORT, MS 39501

Reference: Tax Parcel Number: 0810F-03-031.000
8194 MISSISSIPPI AVE

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

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

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

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Respectfully yours,

Josh Troutman

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

Case Number: 12377

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

January 19, 2024

DURR COLEMAN -EST-
C/O MAVIS L DURR
7555 PEMBROKE ST
BATON ROUGE, LA 70807

Reference: Tax Parcel Number: 0810F-03-031.000
8194 MISSISSIPPI 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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WEEDS,VINES, TREE OR LIMBS		REMOVE WEEDS, VINES, LIMBS, TR
TRASH & DEBRIS, IPMC 308.1		REMOVE/HAUL OFF TRASH & DEBRIS
UNSAFE STRUCTURE, MS 21-19-11		BRING BLDG UP TO CODE OR DEMO

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

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Respectfully yours,

Josh Troutman

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

Case Number: 12377


PRIVATE PROPERTY
Jan 19, 2024


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
January 19, 2024
DURR COLEMAN -EST-
C/O MAVIS L DURR
8194 MISSISSIPPI AVE
GULFPORT, MS 39501
Reference: Tax Parcel Number: 0810F-03-031.000
8194 MISSISSIPPI 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 (Ms 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
UNSAFE STRUCTURE, MS 21-19-11 | BRING BLDG UP TO CODE OR DEMO
The City is asking that you please take the above actions within the next FOURTEEN (14) days to prevent further action as set out in the paragraph below.
NOTICE OF HEARING
If you have not taken the above noted corrective work, or has the 14-days provided, you are hereby given notice of and invited to attend a public hearing before the Gulfport City Council on (2/6/2024 at 1:30 PM on the 2nd Floor of Gulfport's City Hall, 2309 15th Street, on the violations set forth above. At that hearing, the City Council will be asked to declare that the subject property is in a state of uncleanliness or a nuisance 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 acts similar 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 assessed will be assessed to the property taxes and/or posted to the property Judgment Rolls. Please contact our office at (228) 868-5718, if you have any questions about this letter or of the requested corrective actions are taken within the Fourteen (14) day period to avoid our presence with a public hearing on your property.
Respectfully yours,
Josh Troutman
Josh Troutman - CODE ENFORCEMENT
cc: Mayor Billy Hewes
Council Member ELLA HOLMES-HINES
Jan 19, 2024


Jan 19, 2024


Jan 19, 2024


Jan 19, 2024


Jan 19, 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

January 19, 2024

ZHU JIAFENG
8352 HWY 49
GULFPORT, MS 39501

Reference: Tax Parcel Number: 0810C-03-055.001
8352 49

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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WEEDS,VINES, TREE OR LIMBS		REMOVE WEEDS, VINES, LIMBS, TR
TRASH & DEBRIS, IPMC 308.1		REMOVE/HAUL OFF TRASH & DEBRIS
EXT MAINTENANCE, IPMC 304.1		MAKE NECESSARY REPAIRS

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,

Josh Troutman

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

Case Number: 13122

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

January 19, 2024

ZHU JIAFENG
1005 WEST HUEY ST
GONZALEZ, LA 70737

Reference: Tax Parcel Number: 0810C-03-055.001
8352 49

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:
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TRASH & DEBRIS, IPMC 308.1		REMOVE/HAUL OFF TRASH & DEBRIS
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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, 02/06/2024 at 1:30 PM on the 2nd Floor of Gulfport's City Hall, 2309 15th Street, on the violations set forth above. At this hearing, the City Council will be asked to adjudicate that the subject property is in a state of uncleanliness or a menace to the public health, safety and welfare of the community. This adjudication will also authorize the City of Gulfport to re-enter the property for a period of one (1) year without any further hearings if notice is posted on this property and at City Hall on the first floor, 2309 15th Street, Gulfport, MS at least seven (7) days prior to re-entering the property for resolution of the same type of violation. In addition, the City Council will be asked to authorize advertisement for bids to perform the necessary corrective actions. All costs incurred will be assessed to your property taxes and/or posted to the county Judgment Rolls. Please contact our office at (228) 868-5718, if you have any questions about this letter or if the requested corrective actions are taken within the Fourteen (14) day period in order to avoid our proceeding with a public hearing on your property.

Respectfully yours,

Josh Troutman

Josh Troutman - CODE ENFORCEMENT
cc: Mayor Billy Hewes
Council Member: ELLA HOLMES-HINES Case Number: 13122


U.S. CABINET WORLD
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985.318.2009
www.uscabinetworld.com
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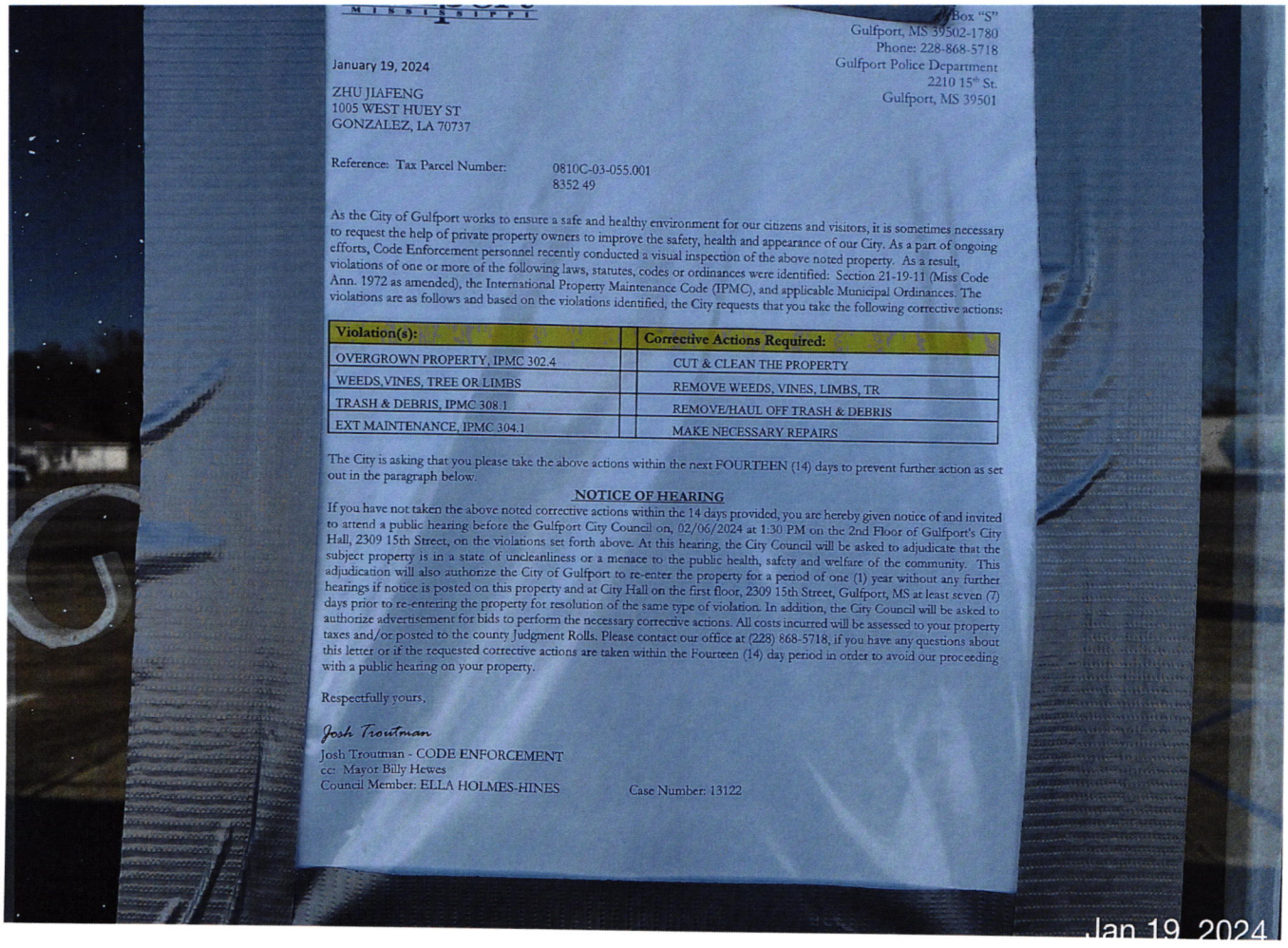
PARKING
Jan 19, 2024


Box "S"
Gulfport, MS 39502-1780
Phone: 228-868-5718
Gulfport Police Department
2210 15th St.
Gulfport, MS 39501
January 19, 2024
ZHU JIAFENG
1005 WEST HUEY ST
GONZALEZ, LA 70737
Reference: Tax Parcel Number: 0810C-03-055.001
8352 49
As the City of Gulfport works to ensure a safe and healthy environment for our citizens and visitors, it is sometimes necessary to request the help of private property owners to improve the safety, health and appearance of our City. As a part of ongoing efforts, Code Enforcement personnel recently conducted a visual inspection of the above noted property. As a result, violations of one or more of the following laws, statutes, codes or ordinances were identified: Section 21-19-11 (Miss Code Ann. 1972 as amended), the International Property Maintenance Code (IPMC), and applicable Municipal Ordinances. The violations are as follows and based on the violations identified, the City requests that you take the following corrective actions:
Violation(s): | Corrective Actions Required:
OVERGROWN PROPERTY, IPMC 302.4 | CUT & CLEAN THE PROPERTY
WEEDS, VINES, TREE OR LIMBS | REMOVE WEEDS, VINES, LIMBS, TR
TRASH & DEBRIS, IPMC 308.1 | REMOVE/HAUL OFF TRASH & DEBRIS
EXT MAINTENANCE, IPMC 304.1 | MAKE NECESSARY REPAIRS
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: 13122
Jan 19, 2024


Jan 19, 2024


Jan 19, 2024


CENTER
MEETINGS | CATER EVENTS
8352
U.S. CABINET WORLD
985.318.2009
Jan 19, 2024


Jan 19, 2024


Jan 19, 2024


Jan 19, 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

January 19, 2024

ZHU JIAFENG
1005 W HUEY ST
GONZALES, LA 93926

Reference: Tax Parcel Number: 0810C-03-056.000
8336 49

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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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,

Josh Troutman

Josh Troutman - CODE ENFORCEMENT
cc: Mayor Billy Hewes
Council Member: ELLA HOLMES-HINES Case Number: 13124


Jan 19, 2024


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
January 19, 2024
ZHU JIAFENG
1005 W HUEY ST
GONZALES, LA 93926
Reference: Tax Parcel Number: 0810C-03-05[redacted]
8336 49
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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OVERGROWN PROPERTY, IPMC 302.4
WEEDS, VINES, TREE OR LIMBS
TRASH & DEBRIS, IPMC 308.1
Corrective Actions Required:
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REMOVE WEEDS, VINES, LIMBS, TR
REMOVE/HAUL OFF TRASH & DEBRIS
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Respectfully yours,
Josh Troutman - CODE ENFORCEMENT
cc: Mayor Billy Hewes
Council Member: ELLA HOLMES-HINES
Case Number: 13124
Jan 19, 2024


Jan 19, 2024


$20 + $20
NEW MEMBERS!
Slot View Play
Food Credit
ISLAND VIEW
Jan 19, 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

January 19, 2024

ZHU JIAFENG
1005 W HUEY ST
GONZALES, LA 93926

Reference: Tax Parcel Number: 0810C-03-057.000
ALABAMA 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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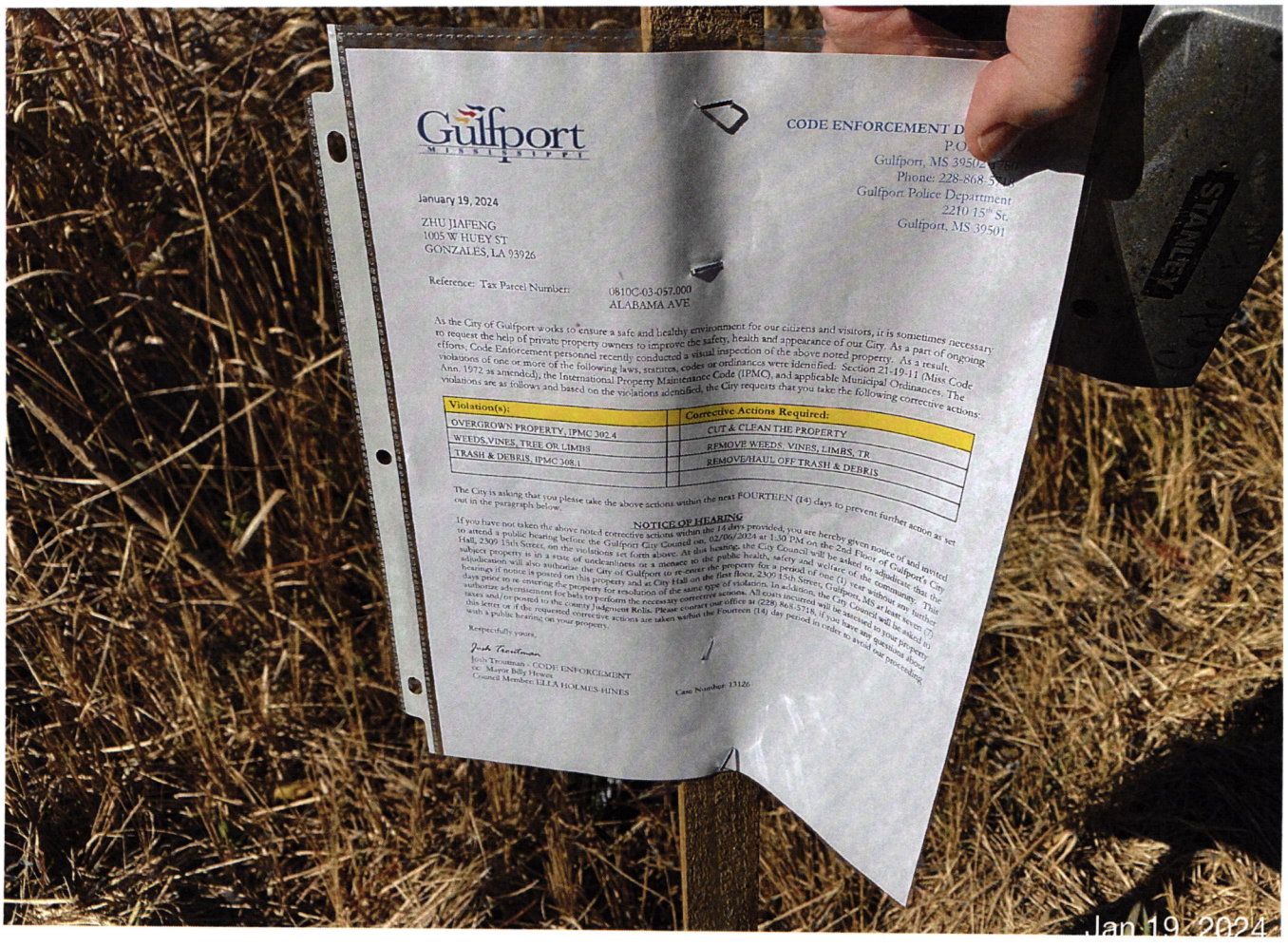
Josh Troutman

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

Case Number: 13126


Jan 19, 2024


Gulfport
MISSISSIPPI
CODE ENFORCEMENT D
P.O.
Gulfport, MS 3950
Phone: 228-868-5
Gulfport Police Department
2210 15th St.
Gulfport, MS 39501
January 19, 2024
ZHU JIAFENG
1005 W HUEY ST
GONZALES, LA 93926
Reference: Tax Parcel Number: 0810C-03-057.000
ALABAMA AVE
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TRASH & DEBRIS, IPMC 308.1
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Respectfully yours,
Josh Troutman - CODE ENFORCEMENT
cc: Mayor Billy Hewes
Council Member: ELEA HOLMES-HINES
Case Number: 13126
Jan 19, 2024


Jan 19, 2024


Jan 19, 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

January 5, 2024

PETERSON JERRY
1919 21ST AVE
GULFPORT, MS 39501

Reference: Tax Parcel Number: 0811F-01-043.001
1919 21ST 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
UNSAFE STRUCTURE, MS 21-19-11		BRING BLDG UP TO CODE OR DEMO
IMPROPER RESIDENTIAL PARKING		PARK IN APPROVED LOCATION
CLUTTER, IPMC 302.10		REMOVE CLUTTER AND DEBRIS

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

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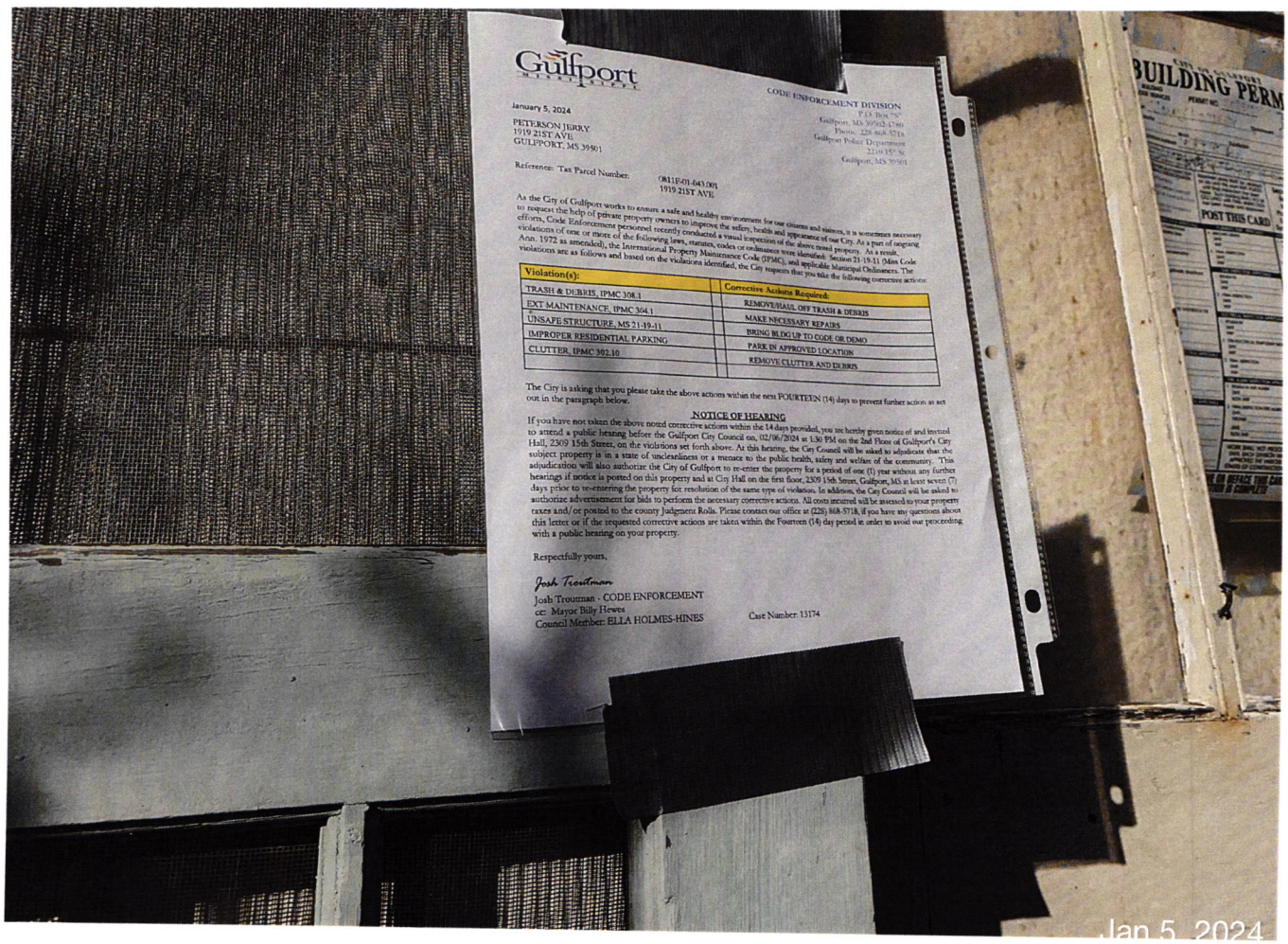
Respectfully yours,

Josh Troutman

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

Case Number: 13174


1919
Jan 5, 2024


Gulfport
CODE ENFORCEMENT DIVISION
P.O. Box 779
Gulfport, MS 39502-0780
Phone: 228-868-5718
Gulfport Police Department
2116 15th St
Gulfport, MS 39501
January 5, 2024
PETERSON JERRY
1919 21ST AVE
GULFPORT, MS 39501
Reference: Tax Parcel Number: 0611E-01-043.001
1919 21ST 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
UNSAFE STRUCTURE, MS 21-19-11
MAKE NECESSARY REPAIRS
IMPROPER RESIDENTIAL PARKING
BRING BLDG UP TO CODE OR DEMO
CLUTTER, IPMC 302.10
PARK IN APPROVED LOCATION
REMOVE CLUTTER AND DEBRIS
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Respectfully yours,
Josh Troutman
Josh Troutman - CODE ENFORCEMENT
cc: Mayor Billy Hewes
Council Member: ELLA HOLMES-HINES
Case Number: 13174
BUILDING PERM
POST THIS CARD
Jan 5, 2024


Jan 5, 2024


Jan 5, 2024


Jan 5, 2024


Jan 5, 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

January 19, 2024

PIPPIN JAMES W
2322 18TH AVE
GULFPORT, MS 39501

Reference: Tax Parcel Number: 0811B-04-070.000
2322 18TH 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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UNSAFE STRUCTURE, MS 21-19-11		BRING BLDG UP TO CODE OR DEMO

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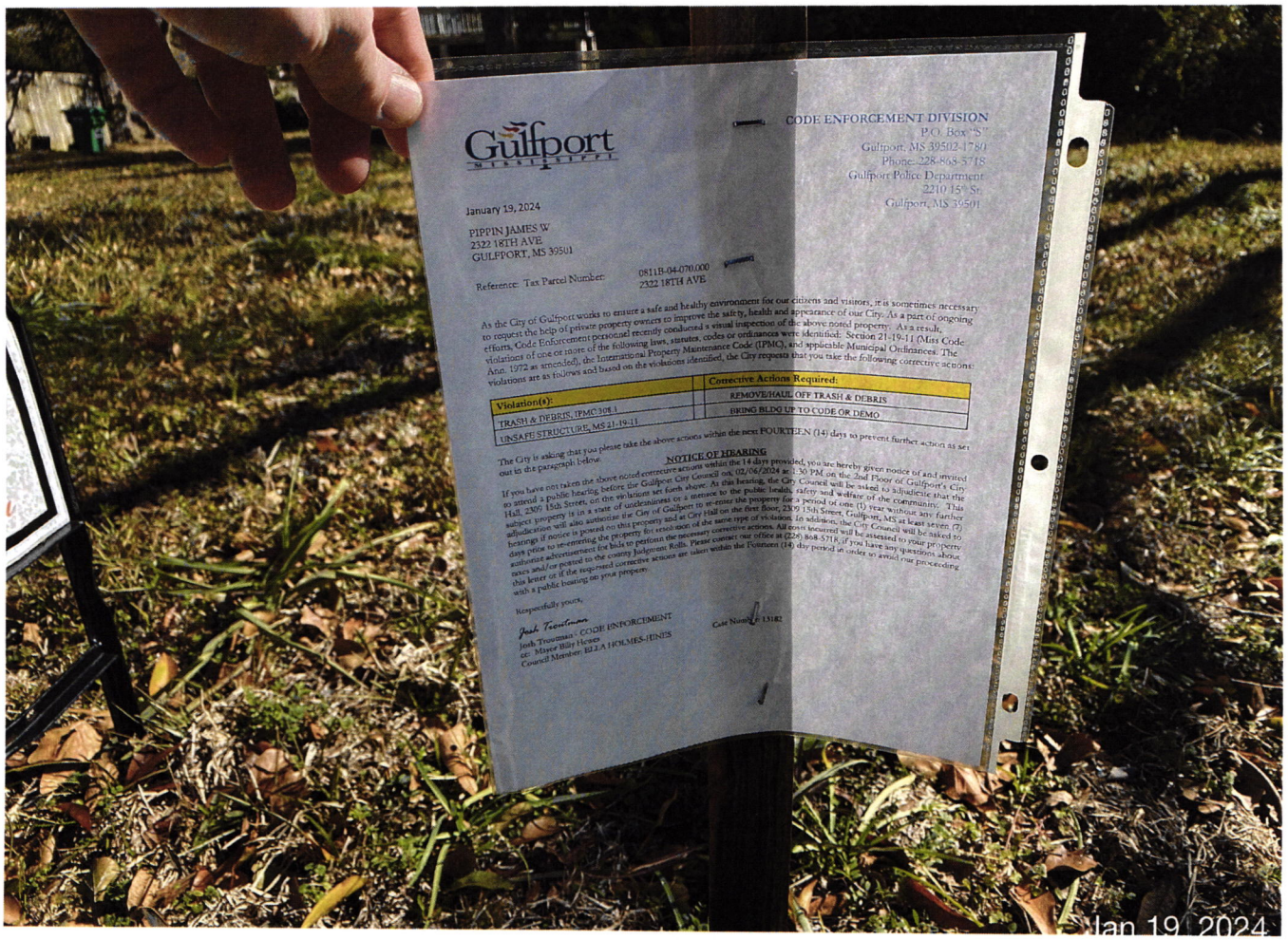
Respectfully yours,

Josh Troutman

Josh Troutman - CODE ENFORCEMENT
cc: Mayor Billy Hewes
Council Member: ELLA HOLMES-HINES Case Number: 13182


Owen & Co.
REAL ESTATE
SHERRY L. OWEN
Sherry Owen
228-760-3815
228-822-8870
Jan 19, 2024


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
January 19, 2024
PIPPIN JAMES W
2322 18TH AVE
GULFPORT, MS 39501
Reference: Tax Parcel Number: 0811B-04-070.000
2322 18TH AVE
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TRASH & DEBRIS, IPMC 308.1
UNSAFE STRUCTURE, MS 21-19-11
Corrective Actions Required:
REMOVE/HAUL OFF TRASH & DEBRIS
RHING BLDG UP TO CODE OR DEMO
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Respectfully yours,
Josh Trousman - CODE ENFORCEMENT
cc: Mayor Billy Hewes
Council Member: Ed A. HOLMES-JENES
Case Number: 13182
Jan 19, 2024


Jan 19, 2024


Jan 19, 2024


Jan 19, 2024


Jan 19, 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

January 10, 2024

MINAYA ROUSE
707 TENNESSEE ST
GULFPORT, MS 39501

Reference: Tax Parcel Number: 0910M-02-056.000
707 TENNESSEE 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:
TRASH & DEBRIS, IPMC 308.1		REMOVE/HAUL OFF TRASH & DEBRIS
EXT MAINTENANCE, IPMC 304.1		MAKE NECESSARY REPAIRS
VACANT STRUCTURE, IPMC 301.3		BOARD UP AND SECURE OPENINGS

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

NOTICE OF HEARING

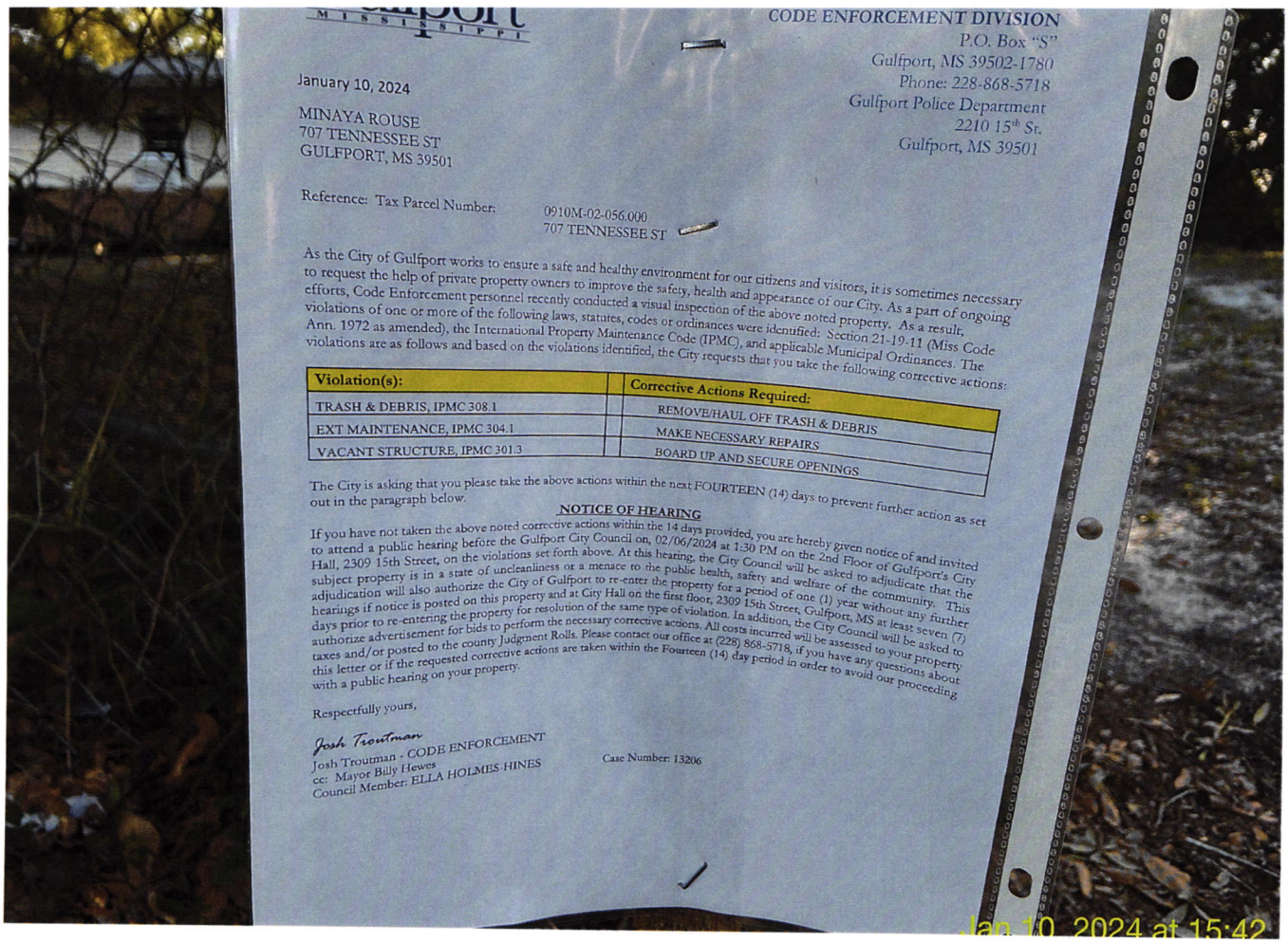
If you have not taken the above noted corrective actions within the 14 days provided, you are hereby given notice of and invited to attend a public hearing before the Gulfport City Council on, 02/06/2024 at 1:30 PM on the 2nd Floor of Gulfport's City Hall, 2309 15th Street, on the violations set forth above. At this hearing, the City Council will be asked to adjudicate that the subject property is in a state of uncleanliness or a menace to the public health, safety and welfare of the community. This adjudication will also authorize the City of Gulfport to re-enter the property for a period of one (1) year without any further hearings if notice is posted on this property and at City Hall on the first floor, 2309 15th Street, Gulfport, MS at least seven (7) days prior to re-entering the property for resolution of the same type of violation. In addition, the City Council will be asked to authorize advertisement for bids to perform the necessary corrective actions. All costs incurred will be assessed to your property taxes and/or posted to the county Judgment Rolls. Please contact our office at (228) 868-5718, if you have any questions about this letter or if the requested corrective actions are taken within the Fourteen (14) day period in order to avoid our proceeding with a public hearing on your property.

Respectfully yours,

Josh Troutman

Josh Troutman - CODE ENFORCEMENT
cc: Mayor Billy Hewes
Council Member: ELLA HOLMES-HINES Case Number: 13206





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

January 10, 2024

MINAYA ROUSE
707 TENNESSEE ST
GULFPORT, MS 39501

Reference: Tax Parcel Number: 0910M-02-056.000
707 TENNESSEE 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:
TRASH & DEBRIS, IPMC 308.1	REMOVE/HAUL OFF TRASH & DEBRIS
EXT MAINTENANCE, IPMC 304.1	MAKE NECESSARY REPAIRS
VACANT STRUCTURE, IPMC 301.3	BOARD UP AND SECURE OPENINGS

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

NOTICE OF HEARING

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Respectfully yours,

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

Case Number: 13206


Jan 10, 2024


Jan 10, 2024


Jan 10, 2024


Jan 10, 2024


Jan 10, 2024


Jan 10, 2024


GULF PRIDE
228-217-9475
228-217-7417
WASTEQUIP
Jan 10, 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

January 11, 2024

JONES RICH & OPHELIA -EST-
5013 OHIO AVE
GULFPORT, MS 39501

Reference: Tax Parcel Number: 0810D-02-038.000
5013 OHIO AVE

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

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

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

NOTICE OF HEARING

If you have not taken the above noted corrective actions within the 14 days provided, you are hereby given notice of and invited to attend a public hearing before the Gulfport City Council on, 02/06/2024 at 1:30 PM on the 2nd Floor of Gulfport's City Hall, 2309 15th Street, on the violations set forth above. At this hearing, the City Council will be asked to adjudicate that the subject property is in a state of uncleanliness or a menace to the public health, safety and welfare of the community. This adjudication will also authorize the City of Gulfport to re-enter the property for a period of one (1) year without any further hearings if notice is posted on this property and at City Hall on the first floor, 2309 15th Street, Gulfport, MS at least seven (7) days prior to re-entering the property for resolution of the same type of violation. In addition, the City Council will be asked to authorize advertisement for bids to perform the necessary corrective actions. All costs incurred will be assessed to your property taxes and/or posted to the county Judgment Rolls. Please contact our office at (228) 868-5718, if you have any questions about this letter or if the requested corrective actions are taken within the Fourteen (14) day period in order to avoid our proceeding with a public hearing on your property.

Respectfully yours,

Tyler Wales

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

Case Number: 13214

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

January 11, 2024

JONES RICH & OPHELIA -EST-
527 25TH STREET
GULFPORT, MS 39507

Reference: Tax Parcel Number: 0810D-02-038.000
5013 OHIO AVE

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

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

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

NOTICE OF HEARING

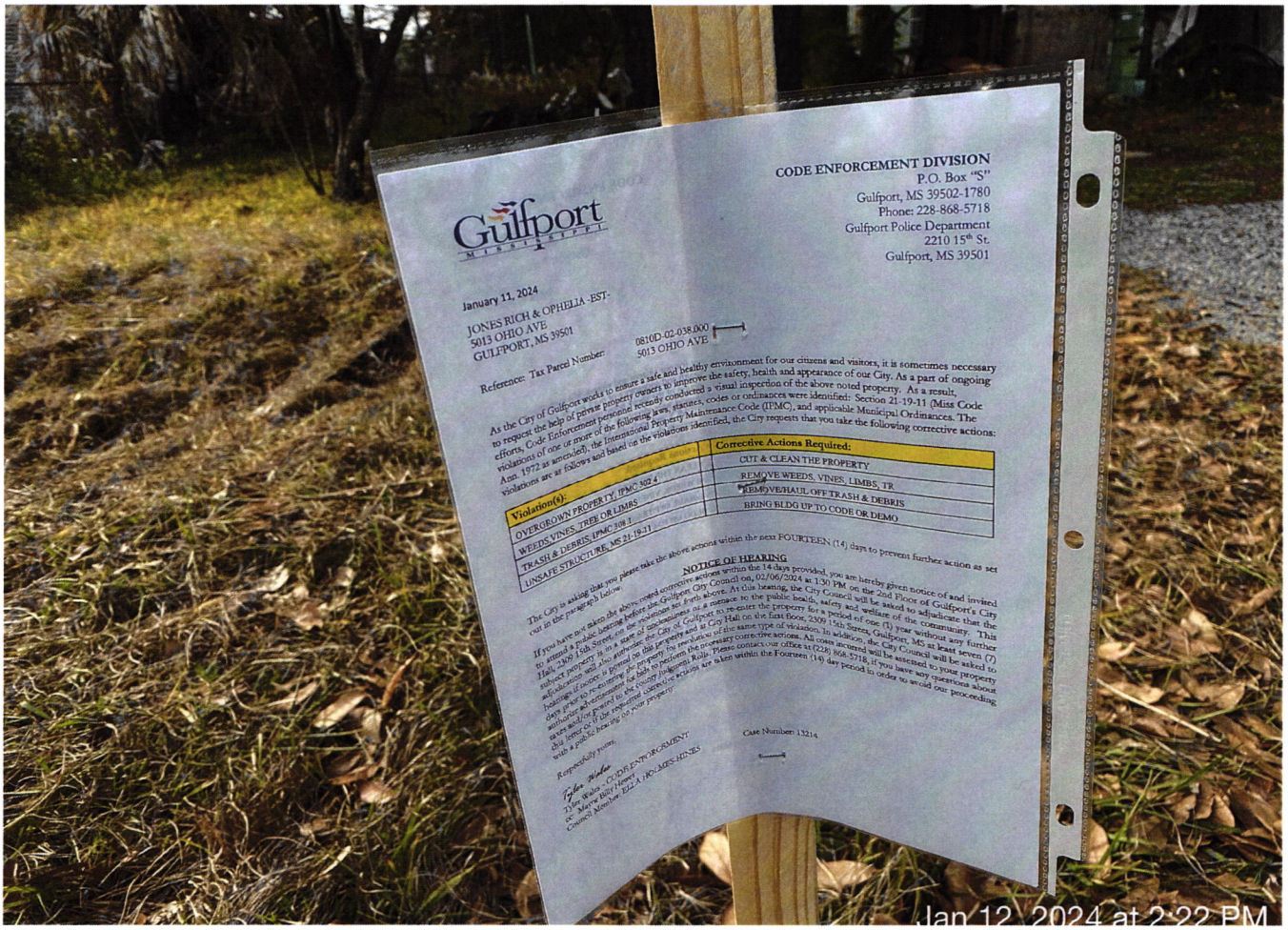
If you have not taken the above noted corrective actions within the 14 days provided, you are hereby given notice of and invited to attend a public hearing before the Gulfport City Council on, 02/06/2024 at 1:30 PM on the 2nd Floor of Gulfport's City Hall, 2309 15th Street, on the violations set forth above. At this hearing, the City Council will be asked to adjudicate that the subject property is in a state of uncleanliness or a menace to the public health, safety and welfare of the community. This adjudication will also authorize the City of Gulfport to re-enter the property for a period of one (1) year without any further hearings if notice is posted on this property and at City Hall on the first floor, 2309 15th Street, Gulfport, MS at least seven (7) days prior to re-entering the property for resolution of the same type of violation. In addition, the City Council will be asked to authorize advertisement for bids to perform the necessary corrective actions. All costs incurred will be assessed to your property taxes and/or posted to the county Judgment Rolls. Please contact our office at (228) 868-5718, if you have any questions about this letter or if the requested corrective actions are taken within the Fourteen (14) day period in order to avoid our proceeding with a public hearing on your property.

Respectfully yours,

Tyler Wales

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

Case Number: 13214


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
January 11, 2024
JONES RICH & OPHELIA -EST-
5013 OHIO AVE
GULFPORT, MS 39501
Reference: Tax Parcel Number: 0810D-02-038.000
5013 OHIO 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):
OVERGROWN PROPERTY, IPMC 302.4
WEEDS, VINES, TREE OR LIMBS
TRASH & DEBRIS, IPMC 308.1
UNSAFE STRUCTURE, MS 21-19-11
Corrective Actions Required:
CUT & CLEAN THE PROPERTY
REMOVE WEEDS, VINES, LIMBS, TR
REMOVE/HAUL OFF TRASH & DEBRIS
BRING BLDG UP TO CODE OR DEMO
NOTICE OF HEARING
The City is asking that you please take the above noted corrective actions within the next FOURTEEN (14) days to prevent further action as set out in the paragraph below.
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, 02/06/2024 at 1:30 PM on the 2nd Floor of Gulfport's City Hall, 2309 15th Street, in a state of nuisance as set forth above. At this hearing, the City Council will be asked to adjudicate that the subject property is in a state of nuisance to the public health, safety and welfare of the community. This adjudication will, if granted on this property, authorize the City of Gulfport to re-enter the property for a period of one (1) year without any further hearings or notice to the property owner to perform the necessary corrective actions. In addition, the City Council will be asked to authorize the City of Gulfport to file a lien against the property for the costs incurred in the abatement of this same type of violation. In addition, the City Council will be asked to authorize the City of Gulfport to file a lien against the property for the costs incurred in the abatement of this same type of violation. In addition, the City Council will be asked to assess daily fines of $500.00 per day, per violation, for failure to perform the necessary corrective actions. All costs incurred will be assessed to your property as a lien on the property and collected in the same manner as ad valorem taxes are collected. Please contact our office at (228) 868-5718, if you have any questions about this matter or if the property is brought into compliance prior to the hearing. Your presence is required at the hearing with a public hearing to your property.
Case Number: 13214
Respectfully yours,
Tyler Wicker
Tyler Wicker, CODE ENFORCEMENT
cc: Marie Bell, Mayor
Council Member, ELLA J. HOLMES-HINES
Jan 12, 2024 at 2:22 PM


Jan 12, 2024 at 2:22 PM


Jan 12, 2024 at 2:23 PM


Jan 12, 2024 at 2:23 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

January 19, 2024

CARITE REALITY, LLC
4 W 14 MILE ROAD
MADISON HEIGHTS, MI 48071

Reference: Tax Parcel Number: 0910J-02-002.000
9 PASS RD

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
FENCE VIOLATION, IPMC 304.2		REPAIR, MAINTENANCE OR REMOVE
CLUTTER, IPMC 302.10		REMOVE CLUTTER AND DEBRIS

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

NOTICE OF HEARING

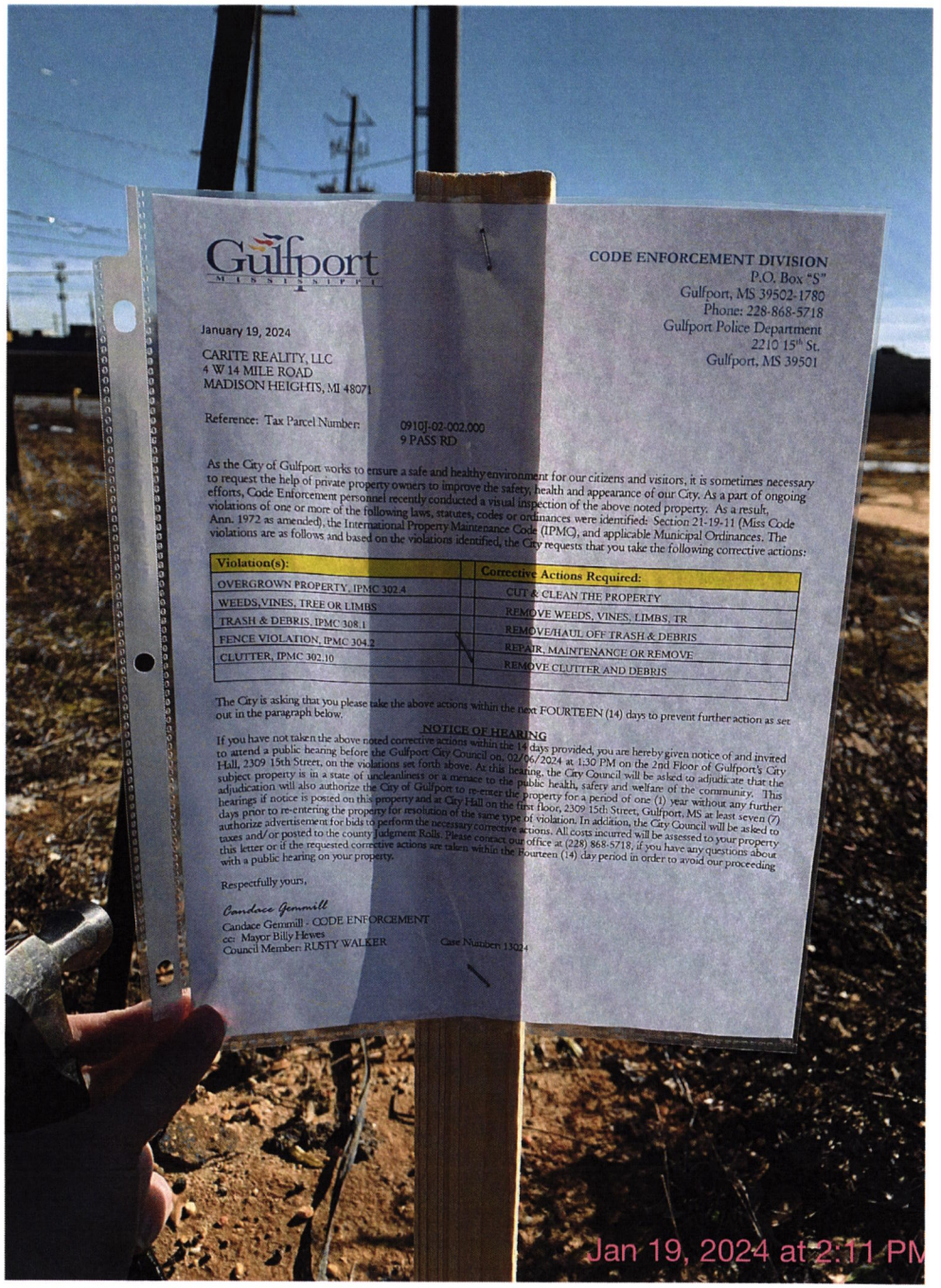
If you have not taken the above noted corrective actions within the 14 days provided, you are hereby given notice of and invited to attend a public hearing before the Gulfport City Council on, 02/06/2024 at 1:30 PM on the 2nd Floor of Gulfport's City Hall, 2309 15th Street, on the violations set forth 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,

Candace Gemmill

Candace Gemmill - CODE ENFORCEMENT
cc: Mayor Billy Hewes
Council Member: RUSTY WALKER Case Number: 13024


EXPRESS
Car Wash
JALAPEÑO GRI
Jan 19, 2024 at 2:11 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
January 19, 2024
CARITE REALITY, LLC
4 W 14 MILE ROAD
MADISON HEIGHTS, MI 48071
Reference: Tax Parcel Number: 0910J-02-002.000
9 PASS RD
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
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TRASH & DEBRIS, IPMC 308.1
REMOVE/HAUL OFF TRASH & DEBRIS
FENCE VIOLATION, IPMC 304.2
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CLUTTER, IPMC 302.10
REMOVE CLUTTER AND DEBRIS
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Respectfully yours,
Candace Gemmill
Candace Gemmill - CODE ENFORCEMENT
cc: Mayor Billy Hewes
Council Member: RUSTY WALKER
Case Number: 13024
Jan 19, 2024 at 2:11 PM


Jan 19, 2024 at 2:11 PM


Jan 19, 2024 at 2:09 PM


JALAPEÑO
GRILL
CARite
EXPRESS
Car Wash
COMING SOON
Jan 19, 2024 at 2:10 PM


Jan 19, 2024 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

January 19, 2024

GARNER LYMAN LANCE
12219 VADA DR
GULFPORT, MS 39503

Reference: Tax Parcel Number: 0708H-03-031.000
12219 VADA DR

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

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

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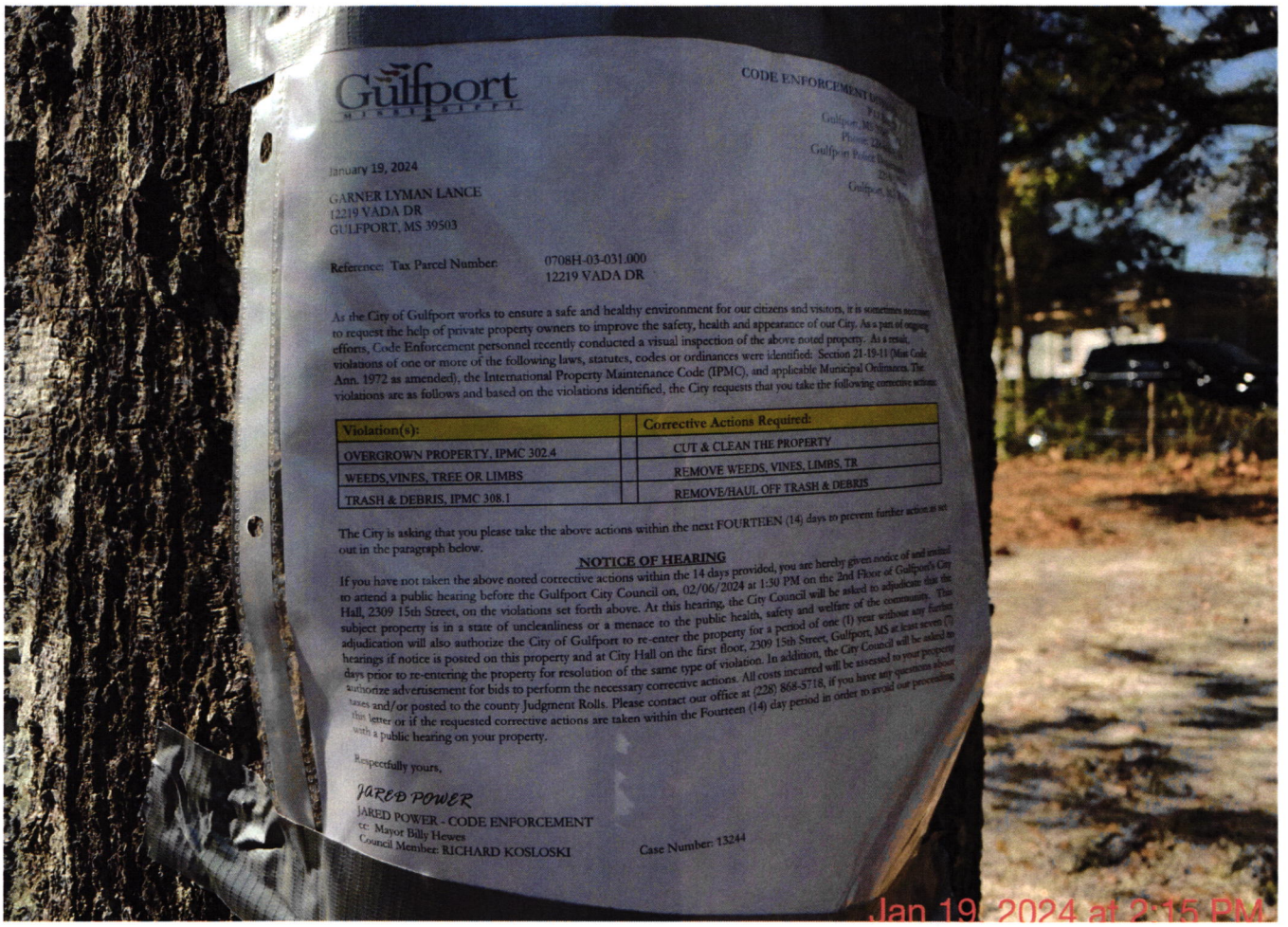
Respectfully yours,

JARED POWER

JARED POWER - CODE ENFORCEMENT
cc: Mayor Billy Hewes
Council Member: RICHARD KOSLOSKI Case Number: 13244



Gulfport
MISSISSIPPI

CODE ENFORCEMENT

January 19, 2024

GARNER LYMAN LANCE
12219 VADA DR
GULFPORT, MS 39503

Reference: Tax Parcel Number: 0708H-03-031.000
12219 VADA 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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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,

JARED POWER

JARED POWER - CODE ENFORCEMENT
cc: Mayor Billy Hewes
Council Member: RICHARD KOSLOSKI

Case Number: 13244

Jan 19, 2024 at 2:15 PM



Jan 19, 2024 at 2:15 PM

Jan 19, 2024 at 10:11 AM

Jan 19, 2024 at 10:10 AM


Jan 19, 2024 at 10:10 AM


Jan 19, 2024 at 10:10 AM

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 6th day of February, 2024, 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: 0711H-02-028.000. Lots 21 - 22 Blk 14 Sea View Add. 3604 18th St. Cut & Clean The Property, Remove Weeds, Vines, Limbs, Tr, Remove/Haul Off Trash & Debris, Remove Or Repair & Legally Tag, Make Necessary Repairs, Board Up And Secure Openings, Correct Unsafe Conditions, Correct Unsanitary Condition. Thomas Michael Fitzgerald

Parcel 2: 0711H-02-029.000. Life Estate -1455/422- & 1458/544 Lots 19 & 20 Blk 14 Sea View Add. 3608 18th St. Cut & Clean The Property, Remove Weeds, Vines, Limbs, Tr, Remove/Haul Off Trash & Debris, Remove Or Repair & Legally Tag, Remove Or Repair & Legally Tag, Correct Unsafe Conditions, Correct Unsanitary Condition. Clark Laura L/E

Parcel 3: 0711H-02-030.000. Life Estate -2016-1848- Lots 5 & 6 Blk 14 Sea View Add.. 3605 19th St. Remove/Haul Off Trash & Debris, Make Necessary Repairs, Correct Unsafe Conditions, Correct Unsanitary Condition, Remove Clutter And Debris. Phillips James L/E

Parcel 4: 0711H-02-035.000. Lots 13 - 16 Blk 14 Sea View Add. 18th St. Remove/Haul Off Trash & Debris, Remove Or Repair & Legally Tag, Remove Vehicle, Bring Bldg Up To Code Or Demo. Gates Angie

Parcel 5: 0711H-02-032.000. Lots 17 & 18 Blk 14 Sea View Add. 18th St. Remove/Haul Off Trash & Debris, Remove Vehicle, Bring Bldg Up To Code Or Demo, Correct Unsanitary Condition, Remove Objects. Ford Joseph

~~Parcel 6: 0711H-04-029.000. Lot 8 Blk 14 Southmoor Heights Resurvey. 1600 42nd Ave. Remove/Haul Off Trash & Debris, Remove Or Repair & Legally Tag, Make Necessary Repairs, Bring Bldg Up To Code Or Demo. Babin Todd J~~
(postponed until 2/20/2024)

Parcel 7: 0810F-03-031.000. Lots 22 & 23 Inc Blk 272 North Gulfport. 8194 Mississippi Ave. Cut & Clean The Property, Remove Weeds, Vines, Limbs, Tr, Remove/Haul Off Trash & Debris, Bring Bldg Up To Code Or Demo. Durr Coleman -EST-

Parcel 8: 0810C-03-055.001. Lots 2 To 6 Inc Blk 142 North Gulfport Sec 27/28-7-11. 8352 49. Cut & Clean The Property, Remove Weeds, Vines, Limbs, Tr, Remove/Haul Off Trash & Debris, Make Necessary Repairs. Zhu Jiafeng

Parcel 9: 0810C-03-056.000. Lots 9 To 16 Less Part To Hwy Blk 153 North Gulfport Secs 27/28-7-11. 8336 49. Cut & Clean The Property, Remove Weeds, Vines, Limbs, Tr, Remove/Haul Off Trash & Debris. Zhu Jiafeng

Parcel 10: 0810C-03-057.000. Lots 7 & 8 Less Part To Hwy Blk. 153 North Gulfport Secs. 27/28-7-11. Alabama Ave. Cut & Clean The Property, Remove Weeds, Vines, Limbs, Tr, Remove/Haul Off Trash & Debris. Zhu Jiafeng

Parcel 11: 0811F-01-043.001. Lots 3 & 4 Less W 50 Ft Of Lot 3 & Less 15 X 50 Ft In Nw Cor Of Lot 4 Blk 106 Original Gulfport. 1919 21st Ave. Remove/Haul Off Trash & Debris, Make Necessary Repairs, Bring Bldg Up To Code Or Demo, Park In Approved Location, Remove Clutter And Debris. Peterson Jerry

Parcel 12: 0811B-04-070.000. Pippin, Helen C. - Life EST – N 10 FTOF Lot 17 & S 15 Ft Lot 21 & Also Lots 18 To 20 Inc Blk 33 Arlington Heights Add. 2322 18th Ave. Remove/Haul Off Trash & Debris, Bring Bldg Up To Code Or Demo. Pippin James W

Parcel 13: 0910M-02-056.000. Lots 3 To 6 Blk 6 Manhatten Add Part Of Se 1/4 Of Sw 1/4 Of Sec 35-7-11. 707 Tennessee St. Remove/Haul Off Trash & Debris, Make Necessary Repairs, Board Up And Secure Openings. Minaya Rouse

Parcel 14: 0810D-02-038.000. Lots 9 To 11 Inc. Blk. 146 North Gulfport Secs. 27/28-7-11. 5013 Ohio Ave. Cut & Clean The Property, Remove Weeds, Vines, Limbs, Tr, Remove/Haul Off Trash & Debris, Bring Bldg Up To Code Or Demo. Jones Rich & Ophelia -EST-

Parcel 15: 0910J-02-002.000. Beg On S Line Of Pass Rd & E Line Of Courthouse Rd & Run W 362 Ft To Beg S 387 Ft M Or L W 113 Ft N 351 Ft To Pass Rd Ne Along Pass Rd 113 Ft M Or L To Beg Gulfport Acreage Sec 36-7-11. 9 Pass Rd. Cut & Clean The Property, Remove Weeds, Vines, Limbs, Tr, Remove/Haul Off Trash & Debris, Repair, Maintenance Or Remove, Remove Clutter And Debris. Outback Express Carwash LLC

Parcel 16: 0708H-03-031.000. Lot 99 Crestview Subd. 3rd Add. 12219 Vada Dr. Cut & Clean The Property, Remove Weeds, Vines, Limbs, Tr, Remove/Haul Off Trash & Debris. Garner Lyman Lance

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.

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

YEAS:	**NAYS:**	**ABSENT:**
Roland	**None**	**Casey**
Holmes-Hines		
Walker		
Sharp		
Flowers		
Kosloski		

WHEREUPON the President declared the motion carried and the Resolution adopted, this the 6th day of February, 2024.

CITY OF GULFPORT SEAL MISSISSIPPI

ATTEST:

Brittany Rodgers, Clerk of Council

ADOPTED:

F.B. "Rusty" Walker, IV, President

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 7th day of February, 2024.

APPROVED:

Billy Hewes, Mayor

HIGHLAND LAKE TOWNHOMES - PHASE II

AT GULFPORT HIGHLANDS

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

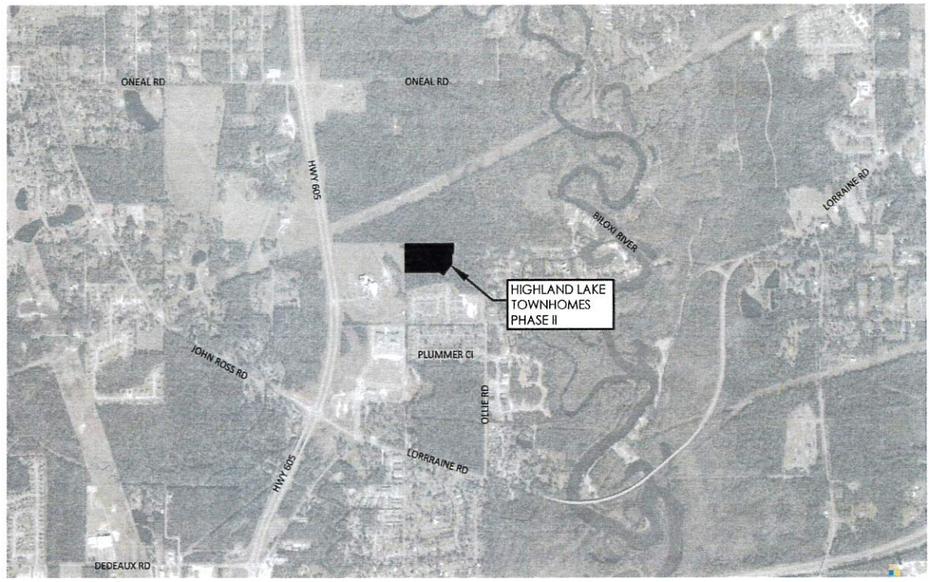
LEGAL DESCRIPTION

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

COMMENCING AT A FOUND IRON ROD AT THE NORTHEAST CORNER OF THE NE 1/4 OF THE SE 1/4 OF SECTION 6, T7S, R10W, HARRISON COUNTY, MISSISSIPPI; THENCE RUN SOUTH 89 DEGREES 57 MINUTES 53 SECONDS WEST 558.12 FEET TO A SET IRON ROD, ALSO BEING THE POINT OF BEGINNING; THENCE RUN SOUTH 00 DEGREES 07 MINUTES 29 SECONDS WEST 148.70 FEET TO A SET IRON ROD; THENCE RUN NORTH 89 DEGREES 52 MINUTES 31 SECONDS WEST 30.72 FEET TO A SET IRON ROD; THENCE RUN SOUTH 00 DEGREES 20 MINUTES 45 SECONDS WEST 181.61 FEET TO A SET IRON ROD; THENCE RUN SOUTH 37 DEGREES 26 MINUTES 13 SECONDS WEST 215.48 FEET TO A SET IRON ROD; THENCE RUN NORTH 54 DEGREES 50 MINUTES 33 SECONDS WEST 80.00 FEET TO A SET IRON ROD; THENCE RUN SOUTH 89 DEGREES 55 MINUTES 51 SECONDS WEST 97.98 FEET TO A FOUND IRON ROD; THENCE CONTINUE SOUTH 89 DEGREES 55 MINUTES 51 SECONDS WEST 478.80 FEET TO A FOUND IRON ROD; THENCE RUN NORTH 00 DEGREES 03 MINUTES 41 SECONDS EAST 455.47 FEET TO A FOUND IRON PIPE AT THE NORTHWEST CORNER OF THE NE 1/4 OF THE SE 1/4 OF SECTION 6, T7S, R10W, HARRISON COUNTY, MISSISSIPPI; THENCE RUN NORTH 89 DEGREES 57 MINUTES 53 SECONDS EAST 804.84 FEET BACK TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 8.10 ACRES MORE OR LESS.

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



OWNER'S CERTIFICATE AND DEDICATION:

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

WITNESS MY SIGNATURE THIS 15th DAY OF January 2024.

BY: _____ TITLE: Member
NAME

ACKNOWLEDGEMENT:

STATE OF MISSISSIPPI
COUNTY OF HARRISON

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 15th DAY OF January 2024.

_____ MY COMMISSION EXPIRES:_____
NOTARY PUBLIC

STATE OF MISSISSIPPI
NOTARY PUBLIC
ID # 86082
EVELYN DEE JONES
Commission Expires
Sept. 11, 2027
HARRISON COUNTY

CITY ENGINEER'S CERTIFICATE OF APPROVAL:

ALL IMPROVEMENTS HAVE BEEN INSTALLED IN ACCORD WITH THE REQUIREMENTS OF THESE REGULATIONS AND WITH THE ACTION OF THE PLANNING COMMISSION IN GIVING TENTATIVE APPROVAL OF THE GENERAL SUBDIVISION PLAN.
THE CITY ENGINEER IS HEREBY GIVEN ON THIS _____ DAY OF _____, 2024

_____
JEREMY HARRISON, P.E.
CITY ENGINEER

CERTIFICATE OF APPROVAL AND ACCEPTANCE:

THIS SUBDIVISION PLAT HAS BEEN SUBMITTED TO AND APPROVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF GULFPORT, MISSISSIPPI BY ORDER DULY ADOPTED ON THE ____ DAY OF _____, 2024, AND ENTERED IN THE OFFICIAL MINUTES OF THE CITY OF GULFPORT IN MINUTE BOOK NO:_____ PAGES _____.

CITY OF GULFPORT

BY: _____ _____
BILLY HEWES, MAYOR DATE OF EXECUTION

BY: _____ _____
MUNICIPAL CLERK DATE OF EXECUTION

CERTIFICATE OF COMPARISON:

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

WITNESS OUR SIGNATURES THIS _____ DAY OF _____ 2024.

_____ Hollis S. "Pete" Williams
DEPUTY CLERK HOLLIS S. "PETE" WILLIAMS P.L.S. NO. 02946

SURVEYOR'S CERTIFICATE:

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

WITNESS MY SIGNATURE AND SEAL THIS 12th DAY OF January 2024.

Hollis S. "Pete" Williams
HOLLIS S. "PETE" WILLIAMS, P.L.S. NO. 02946

HOLLIS S. WILLIAMS, JR.
REGISTERED PROFESSIONAL
ENGINEER AND LAND SURVEYOR
PE-14251
PS-02946
STATE OF MISSISSIPPI

RECORDING CERTIFICATE:

FILED AND RECORDED IN DUPLICATE ON THIS ____ DAY OF _____, 2024, IN THE RECORD OF PLATS OF HARRISON COUNTY, MISSISSIPPI, IN PLAT BOOK ___ ON PAGES _____.

_____
CHANCERY CLERK

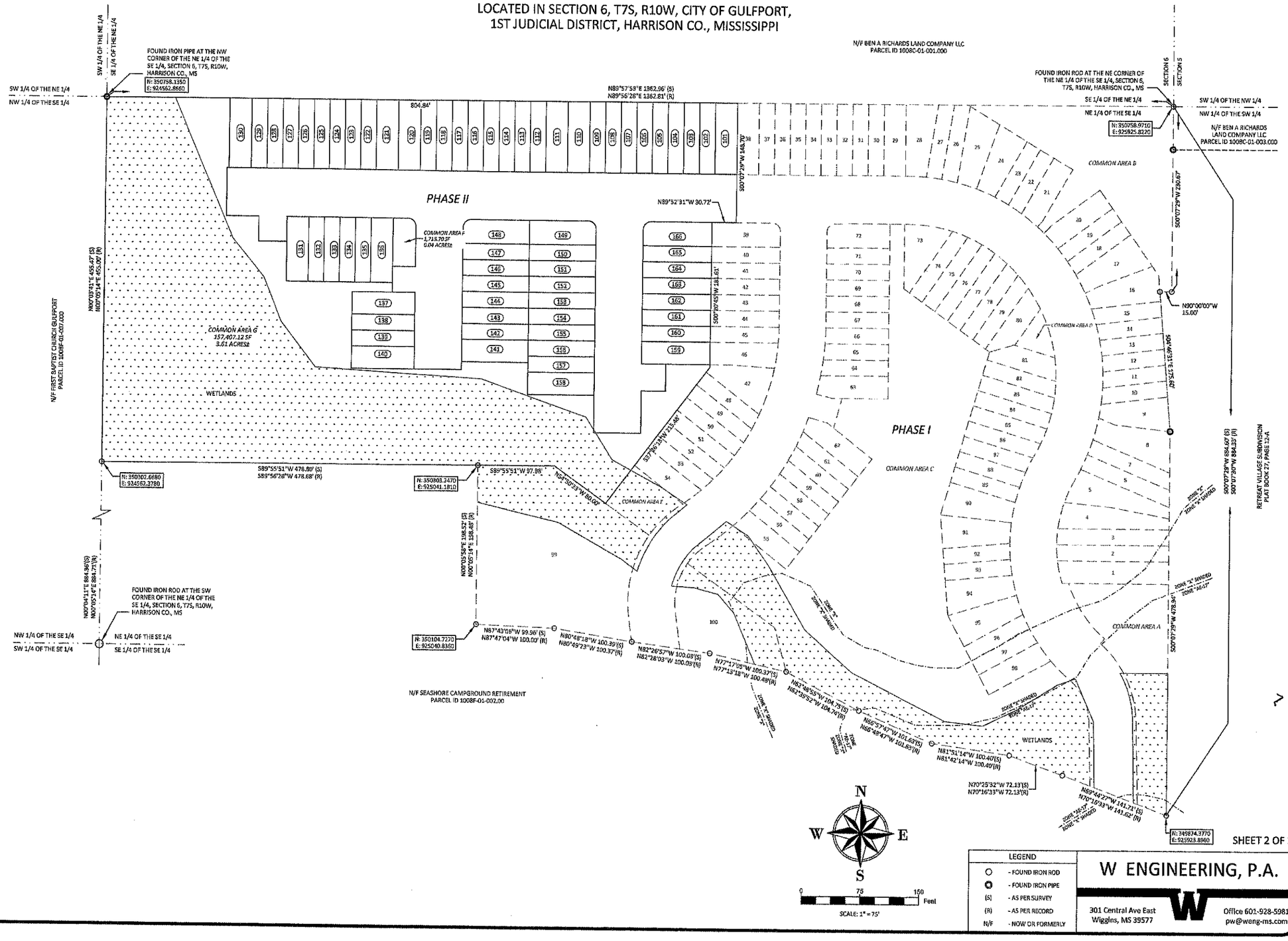
BY: _____
DEPUTY CLERK

W ENGINEERING, P.A.
301 Central Ave East
Wiggins, MS 39577
Office 601-928-5981
pw@weng-ms.com

HIGHLAND LAKE TOWNHOMES - PHASE II

AT GULFPORT HIGHLANDS

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



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

W ENGINEERING, P.A.

301 Central Ave East
Wiggins, MS 39577

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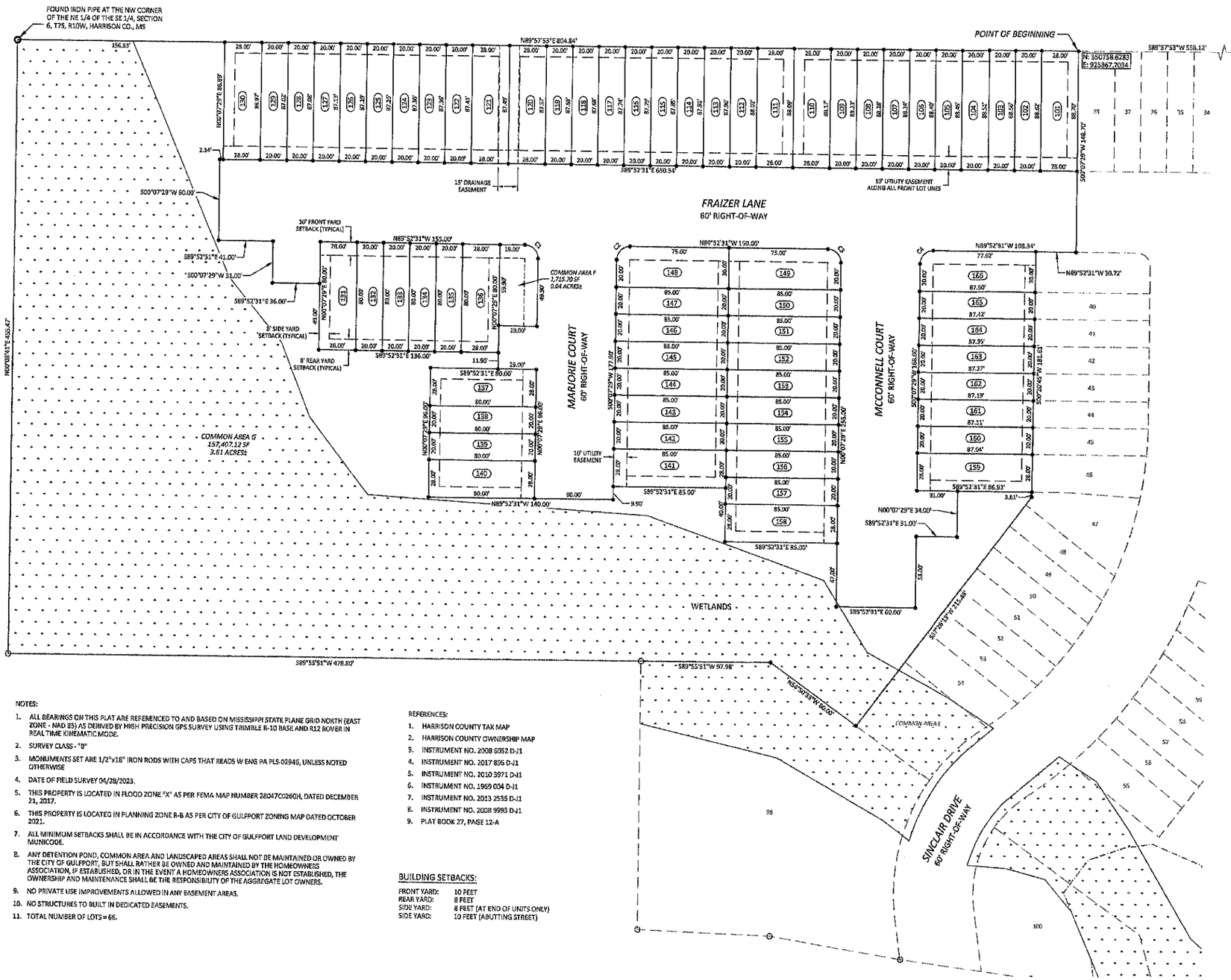


Lot Size Table			Lot Size Table		
Lot #	Area Sq. Ft.	Area Acres	Lot #	Area Sq. Ft.	Area Acres
101	2482.45	0.06	134	1600.00	0.04
102	1771.84	0.04	135	1600.00	0.04
103	1770.72	0.04	136	2240.00	0.05
104	1769.60	0.04	137	2240.00	0.05
105	1768.49	0.04	138	1600.00	0.04
106	1767.37	0.04	139	1600.00	0.04
107	1766.25	0.04	140	2240.00	0.05
108	1765.14	0.04	141	2380.00	0.05
109	1764.02	0.04	142	1700.00	0.04
110	2467.75	0.06	143	1700.00	0.04
111	2465.56	0.06	144	1700.00	0.04
112	1759.78	0.04	145	1700.00	0.04
113	1758.66	0.04	146	1700.00	0.04
114	1757.54	0.04	147	1700.00	0.04
115	1756.43	0.04	148	2528.54	0.06
116	1755.31	0.04	149	2528.54	0.06
117	1754.19	0.04	150	1700.00	0.04
118	1753.08	0.04	151	1700.00	0.04
119	1751.96	0.04	152	1700.00	0.04
120	2450.87	0.06	153	1700.00	0.04
121	2448.68	0.06	154	1700.00	0.04
122	1747.72	0.04	155	1700.00	0.04
123	1746.60	0.04	156	1700.00	0.04
124	1745.49	0.04	157	1700.00	0.04
125	1744.37	0.04	158	2380.00	0.05
126	1743.25	0.04	159	2435.53	0.06
127	1742.14	0.04	160	1741.92	0.04
128	1741.02	0.04	161	1743.06	0.04
129	1739.90	0.04	162	1744.60	0.04
130	2433.99	0.06	163	1746.14	0.04
131	2240.00	0.05	164	1747.69	0.04
132	1600.00	0.04	165	1749.23	0.04
133	1600.00	0.04	166	2605.28	0.06

Curve Table			
Curve #	Radius	Chord	Arc Length
C1	10.00	S44°52'31"E 14.14	15.71
C2	10.00	N45°07'29"E 14.14	15.71
C3	10.00	S44°52'31"E 14.14	15.71
C4	10.00	N45°07'29"E 14.14	15.71

NOTES:

1. ALL BEARINGS ON THIS PLAT ARE REFERENCED TO AND BASED ON MISSISSIPPI STATE PLANE GRID NORTH (EAST ZONE - NAD 83) AS DERIVED BY HIGH PRECISION GPS SURVEY USING TRIMBLE R-10 BASE AND R12 ROVER IN REAL TIME KINEMATIC MODE.
2. SURVEY CLASS - "B"
3. MONUMENTS SET ARE 1/2"x18" IRON RODS WITH CAPS THAT READS W ENG PA PLS-02946, UNLESS NOTED OTHERWISE
4. DATE OF FIELD SURVEY 04/28/2023.
5. THIS PROPERTY IS LOCATED IN FLOOD ZONE "X" AS PER FEMA MAP NUMBER 28047C0260H, DATED DECEMBER 21, 2017.
6. THIS PROPERTY IS LOCATED IN PLANNING ZONE R-B AS PER CITY OF GULFPORT ZONING MAP DATED OCTOBER 2021.
7. ALL MINIMUM SETBACKS SHALL BE IN ACCORDANCE WITH THE CITY OF GULFPORT LAND DEVELOPMENT MUNICODE.
8. ANY DETENTION POND, COMMON AREA AND LANDSCAPED AREAS SHALL NOT BE MAINTAINED OR OWNED BY THE CITY OF GULFPORT, BUT SHALL RATHER BE OWNED AND MAINTAINED BY THE HOMEOWNERS ASSOCIATION, IF ESTABLISHED, OR IN THE EVENT A HOMEOWNERS ASSOCIATION IS NOT ESTABLISHED, THE OWNERSHIP AND MAINTENANCE SHALL BE THE RESPONSIBILITY OF THE AGGREGATE LOT OWNERS.
9. NO PRIVATE USE IMPROVEMENTS ALLOWED IN ANY EASEMENT AREAS.
10. NO STRUCTURES TO BUILT IN DEDICATED EASEMENTS.
11. TOTAL NUMBER OF LOTS = 66.

REFERENCES:

1. HARRISON COUNTY TAX MAP
2. HARRISON COUNTY OWNERSHIP MAP
3. INSTRUMENT NO. 2008 6052 D-J1
4. INSTRUMENT NO. 2017 896 D-J1
5. INSTRUMENT NO. 2010 3971 D-J1
6. INSTRUMENT NO. 1969 004 D-J1
7. INSTRUMENT NO. 2013 2535 D-J1
8. INSTRUMENT NO. 2008 9993 D-J1
9. PLAT BOOK 27, PAGE 12-A

BUILDING SETBACKS:

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

TOTAL AREA REPORT:		
LOTS 101 thru 166:	124,580.30 SF	2.86 AC.
COMMON AREAS F & G	159,122.81 SF	3.65 AC.
ROAD RIGHTS-OF-WAY	69,378.33 SF	1.59 AC.
TOTAL AREA	*353,081.44 SF*	*8.10 AC.*

N
W E
S

0 50 100 Feet

SCALE: 1" = 50'

HIGHLAND LAKE TOWNHOMES - PHASE II

AT GULFPORT HIGHLANDS

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

SHEET 3 OF 3

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

W ENGINEERING, P.A.
301 Central Ave East
Wiggins, MS 39577
Office 601-928-5981
pw@weng-ms.com

Memorandum – City of Gulfport
ENGINEERING

To: Mayor and Members of the City Council

CC: Wayne Miller P.E., CAO
Todd Harman, CPA, Director of Finance and Accounting
Jeremy Harrison, P.E., Director of Engineering
Curtis R. Thornton, Engineer Technician
Tyler Gentry, Director of Public Works
Legal Department
Jaci Turner, P.E., Harrison County Engineer

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

Date: January 22, 2024

Re: **Recommendation to Accept Landry Trace Subdivision, Phase II – Water and Sewer Only -Improvements for the Start of the Warranty Period**

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

A warranty bond in the amount of $7,600.00 is required for a period of one (1) year to cover the improvements.

At the conclusion of the warranty period, the developer is required to notify the city to schedule a warranty inspection. Prior to acceptance for perpetual maintenance all deficiencies shall be corrected.

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

Attachments:

1. Subdivision Inspection Report
2. Subdivision Closeout Checklist
3. Map

Department of Engineering

4050 Hewes Avenue
Gulfport, MS 39507-3903
Phone: 228-868-5740
Fax: 228-214-2238

SUBDIVISION CLOSEOUT CHECKLIST

SUBDIVISION NAME: **Landry Trace Subdivision Phase 2**

- [x] As-builts; pdf & dwg format 1/18/2024
- [ ] ~~Plat~~
- [x] All testing for gravity sewer in accordance with City standards, specifically Section 2730, sub-section 3.7
  - [x] Video 10/10/2023
  - [x] Deflection Test 10/3/2023
  - [x] Infiltration/Exfiltration Test or Air Test 10/19/2023
- [x] All testing for water pipe in accordance with City standards, specifically Section 2660, sub-sections 3.8 & 3.9
  - [x] Pressure/Leakage Test 10/4/2023
  - [x] Disinfection & Bacteriological Test 10/17/2023 and 10/18/2023
- [x] Construction cost (sewer, water, ~~drainage, & roadway separated~~)
- [x] Warranty Bonds – 5% of Construction Cost; dated to match Council Final Approval date
- [ ] ~~Performance Bonds – Required on all unconstructed infrastructure; additional 20% for cost increases~~
- [x] All required documents are to be certified by the engineer of record
- [ ] ~~Covenants & Agreements for Permanent Maintenance of Storm Water System (Attached)~~
- [x] Final Approval from MDEQ & MSDH
- [x] Final Inspection 1/11/2024 Follow-Up Inspection 1/19/2024

DEPARTMENT OF ENGINEERING

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

SUBDIVISION INSPECTION CHECKLIST

SUBDIVISION:	**Landry Trace Phase II Subdivision**
TYPE OF INSPECTION:	**Final Inspection**
DATE:	January 11, 2024
PERSONS PRESENT:	Rick Mooney, Department of Engineering Ronald Cook, Public Works Curtis Thornton, Department of Engineering David Sanzin, H2O Innovation Andy Phelan, Gulf coast Development Robert Compton, JLB Johnathon Damiens, JLB

CHECKLIST ITEMS

STREETS & DRAINAGE:

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

WATER & SEWER:

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

TRAFFIC & SAFETY:

1. Are street name signs correct & in place? ❑.Yes ❑.No ☒.N/A

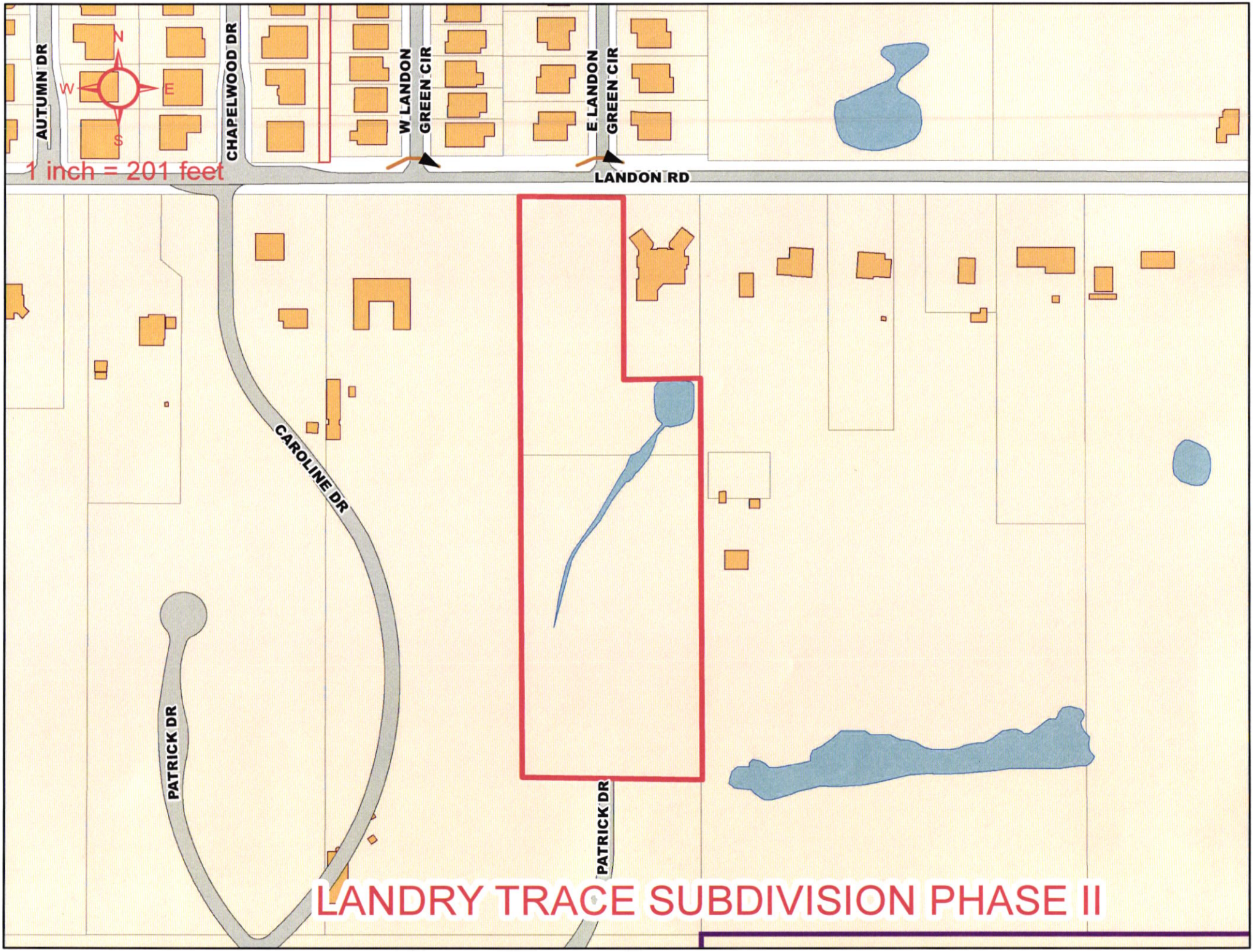
2. Are traffic control signs correct & in place? ❑.Yes ❑.No ☒.N/A

PUNCHLIST ITEMS

1. The water valve hot tap at Landon Rd. is to have the riser stabilized and realigned to allow access to the valve. COMPLETE
2. Sewer manhole #15, #14 are to have the trace wire relocated to the top step to allow access for line locate personnel. COMPLETE
3. Water meters at lot #80 are to be checked and tested for leaks. COMPLETE
4. Fire hydrant at lots #83, 84 is to be back-filled, and the concrete ring on the valve box is to be leveled. COMPLETE

Signed: Curtis Thornton Date: 1/19/24

Name: Curtis R. Thornton Title: Engineering Technician


AUTUMN DR
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1 inch = 201 feet
LANDON RD
CAROLINE DR
PATRICK DR
PATRICK DR
LANDRY TRACE SUBDIVISION PHASE II

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 6th day of February, 2024, the following Ordinance:

ORDINANCE NO. 3342

AN ORDINANCE PROVIDING FOR REMOVAL OR DELETION OF TWO (2) "IT SUPPORT SPECIALIST II" POSITIONS FROM THE CITY OF GULFPORT, MISSISSIPPI'S SALARY GRADE SCHEDULE, 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 City of Gulfport's Governing Authority utilizes a "Salary Grade Schedule" to memorialize and to effectuate the setting of salaries during the course of each fiscal year and, from time to time, as part of this process there is the need to add and remove positions from this Schedule, such Schedule as previously approved by the Governing Authority on October 6, 2020; and

WHEREAS, two (2) "IT Support Specialist II" positions were previously created and funded by the Governing Authority in Grade 109 in the City's "Salary Grade Schedule" and the City's Administration now reports that there is no longer a need to have these positions funded as the Administration is undertaking an effort to re-organize various positions and, therefore, such positions can now be removed or deleted from the City's "Salary Grade Schedule" effective February 19, 2024.

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 two (2) "IT Support Specialist II" positions are hereby removed and deleted from the City's "Salary Grade Schedule" currently in effect, with such removal and deletion to be effective at 12:00 a.m. on February 19, 2024.

SECTION 3. To provide for the immediate and temporary preservation of the public peace, health and safety, this Ordinance shall be in full force and become effective upon its passage by unanimous vote and enactment according to law and shall be spread on the minutes

of the Gulfport City Council. The Ordinance shall be published according to law and for failure to pass unanimously, shall take effect thirty (30) days after the date of passage, and in such case, the removal and deletion of these two (2) positions from the City's "Salary Grade Schedule" shall take effect and be effective thirty (30) days after such date of passage.

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 deletes and removes two (2) "IT Support Specialist II" positions from the City's 'Salary Grade Schedule' effective February 19, 2024. 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 Flowers, seconded by Councilmember Kosloski, and was adopted by the following roll call vote:

YEAS:	**NAYS:**	**ABSENT:**
Roland	**None**	**Casey**
Holmes-Hines		
Walker		
Sharp		
Flowers		
Kosloski		

WHEREUPON the President declared the motion carried and the Ordinance adopted, this the 6th day of February, 2024.

CITY OF GULFPORT SEAL MISSISSIPPI

ATTEST:

Brittany Rodgers, Clerk of Council

ADOPTED:

F.B. "Rusty" Walker, IV, President

The above and foregoing Ordinance having been submitted to and approved by the Mayor, this the 7th day of February, 2024.

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 6th day of February, 2024, the following Ordinance:

ORDINANCE NO. 3343

AN ORDINANCE PROVIDING FOR REMOVAL OR DELETION OF ONE (1) "SYSTEMS ANALYST" POSITION FROM THE CITY OF GULFPORT, MISSISSIPPI'S SALARY GRADE SCHEDULE, 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 City of Gulfport's Governing Authority utilizes a "Salary Grade Schedule" to memorialize and to effectuate the setting of salaries during the course of each fiscal year and, from time to time, as part of this process there is the need to add and remove positions from this Schedule, such Schedule as previously approved by the Governing Authority on October 6, 2020; and

WHEREAS, one (1) "Systems Analyst" position in the City's Department of Information Technology was previously created and funded by the Governing Authority in Grade 205 in the City's "Salary Grade Schedule," with such position presently funded up to Step 25 therein, and the City's Administration now reports that it is seeking to create a new position within this Department to be known as a "Systems Administrator" position and which position shall take the place of the "Systems Analyst" position sought to be defunded and removed from the "Salary Grade Schedule" herein, with the defunding of such position to be effective at 12:00 a.m. on February 19, 2024.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF GULFPORT, MISSISSIPPI, AS FOL*LOWS:

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) "Systems Analyst" position in the City of Gulfport's Department of Information Technology is hereby removed and deleted from the City's "Salary Grade Schedule" currently in effect, with such removal and deletion to be effective at 12:00 a.m. on February 19, 2024.

SECTION 3. To provide for the immediate and temporary preservation of the public peace, health and safety, this Ordinance shall be in full force and become effective upon its passage by unanimous vote and enactment according to law and shall be spread on the minutes of the Gulfport City Council. The Ordinance shall be published according to law and for failure to pass unanimously, shall take effect thirty (30) days after the date of passage, and in such case, the removal and deletion of this one (1) position from the City's "Salary Grade Schedule" shall take effect and be effective thirty (30) days after such date of passage.

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 deletes and removes one (1) "Systems Analyst" position from the City's 'Salary Grade Schedule' effective February 19, 2024. 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 Flowers, seconded by Councilmember Kosloski, and was adopted by the following roll call vote:

YEAS:	**NAYS:**	**ABSENT:**
Roland	**None**	**Casey**
Holmes-Hines		
Walker		
Sharp		
Flowers		
Kosloski		

WHEREUPON the President declared the motion carried and the Ordinance adopted, this the 6th day of February, 2024.

CITY OF GULFPORT SEAL MISSISSIPPI

ATTEST:

Brittany Rodgers, Clerk of Council

ADOPTED:

F.B. "Rusty" Walker, IV, President

The above and foregoing Ordinance having been submitted to and approved by the Mayor, this the 7th day of February, 2024.

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 6th day of February, 2024, the following Ordinance:

ORDINANCE NO. 3344

AN ORDINANCE PROVIDING FOR THE SALARY OF COMPENSATION FOR AN "APPLICATION AND SERVICES MANAGER" POSITION (GRADE 205) IN THE CITY OF GULFPORT, MISSISSIPPI'S DEPARTMENT OF INFORMATION TECHNOLOGY 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, an "IT Support Specialist II" position within the City of Gulfport's Department of Information Technology is to be de-funded by order of the Governing Authority of the City of Gulfport, and there is a need to create one (1) new position and fund the same, which is an "Application and Services Manager" position in the City's Department of Information Technology; and

WHEREAS, the salary of compensation for employees holding this one (1) position of "Application and Services Manager" within the City's Department of Information Technology should fall within the range set for Grade 205 ($44,010.34 - $65,525.40) in the City's presently existing Salary Grade Schedule; and

WHEREAS, the salary of compensation as set out herein is in accord with the new (and now existing) grade schedule of the City of Gulfport, and the one (1) "Application and Services Manager" position is hereby being added to the "Salary Grade Schedule" previously approved by the City Governing Authority on October 6, 2020.

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

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

SECTION 2. That the aforementioned one (1) "Application and Services Manager" position within the City's Department of Information Technology is hereby added to and funded as the only such position 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"), and as amended since, with funds hereby budgeted up to Step 16 for this position, and which will be effective on February 19, 2023.

SECTION 3. That the salary of compensation for the employees holding this one (1) position (the "Application and Services Manager" position) shall be within the ranges and presently set at the amounts provided herein and in the preamble.

SECTION 4. That those employees employed by the City on or before September 30, 2009, shall continue to receive Longevity Pay and Education Pay (at the rate and in accord with the policies governing the same (which are hereby incorporated herein by reference and made effective hereby) in effect on September 30, 2009) to the extent that they are otherwise eligible for that pay and those noted employees entitled to a Cost of Living Adjustment (COLA) per prior budget adoptions shall continue to receive the COLA in addition to the base pay salaries of compensation set forth herein.

SECTION 5. To provide for the immediate and temporary preservation of the public peace, health and safety, this Ordinance shall be in full force and become effective upon its passage by unanimous vote and enactment according to law and shall be spread on the minutes of the Gulfport City Council. The Ordinance shall be published according to law and for failure to pass unanimously, shall take effect thirty (30) days after the date of passage.

SECTION 6. The Governing Authority further finds that the following shall serve as an explanatory statement of this Ordinance for purposes of publication: "This Ordinance provides for the salary of compensation in Grade 205 in the City of Gulfport's Salary Grade Schedule for one (1) 'Application and Services Manager' position within the City's Department of Information Technology and for those employees serving in this position. A copy of the full text of this Ordinance is available to municipal residents upon request to the City Clerk." For the next thirty (30) days, a copy of the full text of this Ordinance shall be posted by the City Clerk: (a) in the first floor lobby at City Hall (2309 15th Street, Gulfport, Mississippi 39501); (b) in the first floor lobby of the City's Hardy Building (1410 24th Avenue, Gulfport, Mississippi 39501); and (c) in the first floor lobby of the County Courthouse in Gulfport (1801 23rd Avenue, Gulfport, Mississippi 39501). The City Clerk shall further furnish any resident of the City a copy of the full text of this Ordinance upon request.

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

YEAS:	**NAYS:**	**ABSENT:**
Roland	**None**	**Casey**
Holmes-Hines		
Walker		
Sharp		
Flowers		
Kosloski		

WHEREUPON the President declared the motion carried and the Ordinance adopted, this the 6th day of February, 2024.

CITY OF GULFPORT SEAL MISSISSIPPI

ATTEST:

Brittany Rodgers, Clerk of Council

ADOPTED:

F.B. "Rusty" Walker, IV, President

The above and foregoing Ordinance having been submitted to and approved by the Mayor, this the 7th day of February, 2024.

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 6th day of February, 2024, the following Ordinance:

ORDINANCE NO. 3345

AN ORDINANCE PROVIDING FOR THE SALARY OF COMPENSATION FOR A "SENIOR NETWORK ENGINEER" POSITION (GRADE 211) IN THE CITY OF GULFPORT, MISSISSIPPI'S DEPARTMENT OF INFORMATION TECHNOLOGY 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, a "Senior Systems Analyst" position within the City of Gulfport's Department of Information Technology will soon be vacated through retirement in the current fiscal year, and there is a need to create one (1) new position and fund the same, which is a "Senior Network Engineer" position in the City's Department of Information Technology; and

WHEREAS, the salary of compensation for employees holding this one (1) position of "Senior Network Engineer" within the City's Department of Information Technology should fall within the range set for Grade 211 ($70,813.68 - $105,431.92) in the City's presently existing Salary Grade Schedule; and

WHEREAS, the salary of compensation as set out herein is in accord with the new (and now existing) grade schedule of the City of Gulfport, and the one (1) "Senior Network Engineer" position is hereby being added to the "Salary Grade Schedule" previously approved by the City Governing Authority on October 6, 2020.

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

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

SECTION 2. That the aforementioned one (1) "Senior Network Engineer" position within the City's Department of Information Technology is hereby added to and funded as the only such position in "Grade 211" 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"), and as amended since, with funds hereby budgeted up to Step 31 for this position, and which will be effective on February 19, 2023.

SECTION 3. That the salary of compensation for the employees holding this one (1) position (the "Senior Network Engineer" position) shall be within the ranges and presently set at the amounts provided herein and in the preamble.

SECTION 4. That those employees employed by the City on or before September 30, 2009, shall continue to receive Longevity Pay and Education Pay (at the rate and in accord with the policies governing the same (which are hereby incorporated herein by reference and made effective hereby) in effect on September 30, 2009) to the extent that they are otherwise eligible for that pay and those noted employees entitled to a Cost of Living Adjustment (COLA) per prior budget adoptions shall continue to receive the COLA in addition to the base pay salaries of compensation set forth herein.

SECTION 5. To provide for the immediate and temporary preservation of the public peace, health and safety, this Ordinance shall be in full force and become effective upon its passage by unanimous vote and enactment according to law and shall be spread on the minutes of the Gulfport City Council. The Ordinance shall be published according to law and for failure to pass unanimously, shall take effect thirty (30) days after the date of passage.

SECTION 6. The Governing Authority further finds that the following shall serve as an explanatory statement of this Ordinance for purposes of publication: "This Ordinance provides for the salary of compensation in Grade 211 in the City of Gulfport's Salary Grade Schedule for one (1) 'Senior Network Engineer' position within the City's Department of Information Technology and for those employees serving in this position. A copy of the full text of this Ordinance is available to municipal residents upon request to the City Clerk." For the next thirty (30) days, a copy of the full text of this Ordinance shall be posted by the City Clerk: (a) in the first floor lobby at City Hall (2309 15th Street, Gulfport, Mississippi 39501); (b) in the first floor lobby of the City's Hardy Building (1410 24th Avenue, Gulfport, Mississippi 39501); and (c) in the first floor lobby of the County Courthouse in Gulfport (1801 23rd Avenue, Gulfport, Mississippi 39501). The City Clerk shall further furnish any resident of the City a copy of the full text of this Ordinance upon request.

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

YEAS:	**NAYS:**	**ABSENT:**
Roland	**None**	**Casey**
Holmes-Hines		
Walker		
Sharp		
Flowers		
Kosloski		

WHEREUPON the President declared the motion carried and the Ordinance adopted, this the 6th day of February, 2024.

CITY OF GULFPORT SEAL MISSISSIPPI

ATTEST:

Brittany Rodgers, Clerk of Council

ADOPTED:

F.B. "Rusty" Walker, IV, President

The above and foregoing Ordinance having been submitted to and approved by the Mayor, this the 7th day of February, 2024.

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 6th day of February, 2024, the following Ordinance:

ORDINANCE NO. 3346

AN ORDINANCE PROVIDING FOR THE SALARY OF COMPENSATION FOR A "SYSTEMS ADMINISTRATOR" POSITION (GRADE 209) IN THE CITY OF GULFPORT, MISSISSIPPI'S DEPARTMENT OF INFORMATION TECHNOLOGY 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, a "Systems Analyst" position within the City of Gulfport's Department of Information Technology is to be de-funded by order of the Governing Authority of the City of Gulfport, and there is a need to create one (1) new position and fund the same, which is a "Systems Administrator" position in the City's Department of Information Technology; and

WHEREAS, the salary of compensation for employees holding this one (1) position of "Systems Administrator" within the City's Department of Information Technology should fall within the range set for Grade 209 ($60,431.25 - $89,973.90) in the City's presently existing Salary Grade Schedule; and

WHEREAS, the salary of compensation as set out herein is in accord with the new (and now existing) grade schedule of the City of Gulfport, and the one (1) "Systems Administrator" position is hereby being added to the "Salary Grade Schedule" previously approved by the City Governing Authority on October 6, 2020.

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

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

SECTION 2. That the aforementioned one (1) "Systems Administrator" position within the City's Department of Information Technology is hereby added to and funded as the only such position in "Grade 209" 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"), and as amended since, with funds hereby budgeted up to Step 4 for this position, and which will be effective on February 19, 2023.

SECTION 3. That the salary of compensation for the employees holding this one (1) position (the "Systems Administrator" position) shall be within the ranges and presently set at the amounts provided herein and in the preamble.

SECTION 4. That those employees employed by the City on or before September 30, 2009, shall continue to receive Longevity Pay and Education Pay (at the rate and in accord with the policies governing the same (which are hereby incorporated herein by reference and made effective hereby) in effect on September 30, 2009) to the extent that they are otherwise eligible for that pay and those noted employees entitled to a Cost of Living Adjustment (COLA) per prior budget adoptions shall continue to receive the COLA in addition to the base pay salaries of compensation set forth herein.

SECTION 5. To provide for the immediate and temporary preservation of the public peace, health and safety, this Ordinance shall be in full force and become effective upon its passage by unanimous vote and enactment according to law and shall be spread on the minutes of the Gulfport City Council. The Ordinance shall be published according to law and for failure to pass unanimously, shall take effect thirty (30) days after the date of passage.

SECTION 6. The Governing Authority further finds that the following shall serve as an explanatory statement of this Ordinance for purposes of publication: "This Ordinance provides for the salary of compensation in Grade 209 in the City of Gulfport's Salary Grade Schedule for one (1) 'Systems Administrator' position within the City's Department of Information Technology and for those employees serving in this position. A copy of the full text of this Ordinance is available to municipal residents upon request to the City Clerk." For the next thirty (30) days, a copy of the full text of this Ordinance shall be posted by the City Clerk: (a) in the first floor lobby at City Hall (2309 15th Street, Gulfport, Mississippi 39501); (b) in the first floor lobby of the City's Hardy Building (1410 24th Avenue, Gulfport, Mississippi 39501); and (c) in the first floor lobby of the County Courthouse in Gulfport (1801 23rd Avenue, Gulfport, Mississippi 39501). The City Clerk shall further furnish any resident of the City a copy of the full text of this Ordinance upon request.

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

YEAS:	NAYS:	ABSENT:
Roland	**None**	**Casey**
Holmes-Hines		
Walker		
Sharp		
Flowers		
Kosloski		

WHEREUPON the President declared the motion carried and the Ordinance adopted, this the 6th day of February, 2024.

CITY OF GULFPORT SEAL MISSISSIPPI

ATTEST:

Brittany Rodgers, Clerk of Council

ADOPTED:

F.B. "Rusty" Walker, IV, President

The above and foregoing Ordinance having been submitted to and approved by the Mayor, this the 7th day of February, 2024.

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 6th day of February, 2024, the following Ordinance:

ORDINANCE NO. 3347

AN ORDINANCE PROVIDING FOR THE SALARY OF COMPENSATION FOR ONE (1) "ASSISTANT CITY ENGINEER" POSITION IN THE DEPARTMENT OF ENGINEERING (GRADE 209) IN THE CITY OF GULFPORT, MISSISSIPPI 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, one (1) "Assistant City Engineer" position in the Department of Engineering (previously also referred to as the "Department of Public Works and Engineering") was recently vacated (and related required de-funding in accordance with the Governing Authority's adopted Ordinance pertaining to the same) and there is a need to re-fund this position; and

WHEREAS, the salary of compensation for the employees holding the following position shall fall within the ranges set for the corresponding Grade noted and should be presently set at the noted Steps within this Grade: "Assistant City Engineer" in the City's Department of Engineering (one (1) position), which shall fall within the range set for Grade 209 ($60,431.25 - $89,973.90); and

WHEREAS, the salary of compensation as set out herein is in accord with the new (and now existing) grade schedule of the City of Gulfport, and the one (1) "Assistant City Engineer" position is hereby being added to the "Salary Grade Schedule" previously approved by the City Governing Authority on October 6, 2020.

NOW, THEREFORE, BE IT ORDAINED BY THE GOVERNING AUTHORITY 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) "Assistant City Engineer" position is hereby added to and funded as the only such position in "Grade 209" 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 budgeted up to Step 25 for this position.

SECTION 3. That the salary of compensation for the employee holding this one (1) position (the "Assistant City Engineer" position in the City's Department of Engineering) 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. To provide for the immediate and temporary preservation of the public peace, health and safety, this Ordinance shall be in full force and become effective upon its passage by unanimous vote and enactment according to law and shall be spread on the minutes of the Gulfport City Council. The Ordinance shall be published according to law and for failure to pass unanimously, shall take effect thirty (30) days after the date of passage.

SECTION 6. The Governing Authority further finds that the following shall serve as an explanatory statement of this Ordinance for purposes of publication: "This Ordinance provides for the salary of compensation for one (1) 'Assistant City Engineer' position in Grade 209 in the City's 'Salary Grade Schedule' and for those employees serving in this position. A copy of the full text of this Ordinance is available to municipal residents upon request to the City Clerk." For the next thirty (30) days, a copy of the full text of this Ordinance shall be posted by the City Clerk: (a) in the first floor lobby at City Hall (2309 15th Street, Gulfport, Mississippi 39501); (b) in the first floor lobby of the City's Hardy Building (1410 24th Avenue, Gulfport, Mississippi 39501); and (c) in the first floor lobby of the County Courthouse in Gulfport (1801 23rd Avenue, Gulfport, Mississippi 39501). The City Clerk shall further furnish any resident of the City a copy of the full text of this Ordinance upon request.

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

YEAS:	**NAYS:**	**ABSENT:**
Roland	**None**	**Casey**
Holmes-Hines		
Walker		
Sharp		
Flowers		
Kosloski		

WHEREUPON the President declared the motion carried and the Ordinance adopted, this the 6th day of February, 2024.

CITY OF GULFPORT SEAL MISSISSIPPI

ATTEST:

Brittany Rodgers, Clerk of Council

ADOPTED:

F.B. "Rusty" Walker, IV, President

The above and foregoing Ordinance having been submitted to and approved by the Mayor, this the 7th day of February, 2024.

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 6th day of February, 2024, the following Ordinance:

ORDINANCE NO. 3348

AN ORDINANCE PROVIDING FOR THE SALARY OF COMPENSATION FOR A "PLANNER II" POSITION IN THE DEPARTMENT OF URBAN DEVELOPMENT (GRADE 204) IN THE CITY OF GULFPORT, MISSISSIPPI 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, a "Planner II" position in the Department of Urban Development was previously vacated (and related required de-funding in accordance with the Governing Authority's adopted Ordinance pertaining to the same) and there is a need to re-fund this position; and

WHEREAS, the salary of compensation for the employees holding the following position shall fall within the ranges set for the corresponding Grade noted and should be presently set at the noted Steps within this Grade: "Planner II" in the City's Department of Urban Development (one (1) position), which shall fall within the range set for Grade 204 ($40,750.63 - $60,672.14); and

WHEREAS, the salary of compensation as set out herein is in accord with the new (and now existing) grade schedule of the City of Gulfport, and the one (1) "Planner II" position is hereby being added to the "Salary Grade Schedule" previously approved by the City Governing Authority on October 6, 2020.

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

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

SECTION 2. That the aforementioned one (1) "Planning II" position is hereby added to and funded as the only such position in "Grade 204" 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 budgeted up to Step 12

for this position, with such budgeted funds to also be set forth and memorialized in a budget amendment related hereto.

SECTION 3. That the salary of compensation for the employee holding this one (1) position (the "Planner II" position in the City's Department of Urban Development) 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. To provide for the immediate and temporary preservation of the public peace, health and safety, this Ordinance shall be in full force and become effective upon its passage by unanimous vote and enactment according to law and shall be spread on the minutes of the Gulfport City Council. The Ordinance shall be published according to law and for failure to pass unanimously, shall take effect thirty (30) days after the date of passage.

SECTION 6. The Governing Authority further finds that the following shall serve as an explanatory statement of this Ordinance for purposes of publication: "This Ordinance provides for the salary of compensation for one (1) 'Planner II' position in Grade 204 in the City's 'Salary Grade Schedule' and for those employees serving in this position. A copy of the full text of this Ordinance is available to municipal residents upon request to the City Clerk." For the next thirty (30) days, a copy of the full text of this Ordinance shall be posted by the City Clerk: (a) in the first floor lobby at City Hall (2309 15th Street, Gulfport, Mississippi 39501); (b) in the first floor lobby of the City's Hardy Building (1410 24th Avenue, Gulfport, Mississippi 39501); and (c) in the first floor lobby of the County Courthouse in Gulfport (1801 23rd Avenue, Gulfport, Mississippi 39501). The City Clerk shall further furnish any resident of the City a copy of the full text of this Ordinance upon request.

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

YEAS:	**NAYS:**	**ABSENT:**
Roland	**None**	**Casey**
Holmes-Hines		
Walker		
Sharp		
Flowers		
Kosloski		

WHEREUPON the President declared the motion carried and the Ordinance adopted, this the 6th day of February, 2024.

CITY OF GULFPORT SEAL MISSISSIPPI

ATTEST:

Brittany Rodgers, Clerk of Council

ADOPTED:

F.B. "Rusty" Walker, IV, President

The above and foregoing Ordinance having been submitted to and approved by the Mayor, this the 7th day of February, 2024.

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 6th day of February, 2024, the following Ordinance:

ORDINANCE NO. 3349

AN ORDINANCE PROVIDING FOR THE SALARIES OF COMPENSATION FOR POSITIONS RELATED TO THE CITY OF GULFPORT, MISSISSIPPI'S SUMMER CAMP PROGRAM AND FOR THOSE EMPLOYEES SERVING IN THOSE POSITIONS, 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 Part Time Temporary Seasonal positions shall fall within the ranges set for the corresponding Grades noted and should be presently set at the noted Steps within these Grades:

- Camp Director – 4 Positions – Seasonal – Grade 103 Step 40 - $15.49/ Hr.
- Camp Assistant Director - 4 Positions – Seasonal – Grade 103 Step 34 - $14.54/ Hr.
- Camp Counselor – 46 positions – Seasonal – Grade 102 Step 37 - $14.00 / Hr.
- Camp Lead Life Guard – 2 Positions – Seasonal – Grade 103 Step 34 - $14.54 / Hr.
- Camp Life Guard – 6 Positions – Seasonal – Grade 102 Step 37 - $14.00 / Hr.
- Camp Administrative Assistant - 1 Position - Seasonal - Grade 103 Step 40 - $15.49/Hr.; and

WHEREAS, the salaries of compensation as set out herein are in accord with the salary grade schedule of the City of Gulfport, and the positions noted above are hereby being added to the "Salary Grade Schedule" previously approved by the City Governing Authority on October 6, 2020, as amended from time to time.

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 positions are hereby added to and funded in the Grades noted above 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") and as amended from time to time.

SECTION 3. That the salaries of compensation for the employees holding these positions in the City's Department of Leisure Services shall be within the ranges and presently set at the amounts provided herein and in the preamble.

SECTION 4. That those employees employed by the City on or before September 30, 2009, shall continue to receive Longevity Pay and Education Pay (at the rate and in accord with the policies governing the same (which are hereby incorporated herein by reference and made effective hereby) in effect on September 30, 2009) to the extent that they are otherwise eligible for that pay and those noted employees entitled to a Cost of Living Adjustment (COLA) per prior budget adoptions shall continue to receive the COLA in addition to the base pay salaries of compensation set forth herein.

SECTION 5. To allow the positions noted herein to be advertised at the earliest possible time (i.e., the immediate and temporary preservation of the public peace, health and safety), this Ordinance shall be in full force and become effective upon its passage by unanimous vote and enactment according to law and shall be spread on the minutes of the Gulfport City Council. The Ordinance shall be published according to law and for failure to pass unanimously, shall take effect thirty (30) days after the date of passage.

SECTION 6. The Governing Authority further finds that the following shall serve as an explanatory statement of this Ordinance for purposes of publication: "This Ordinance provides for the salaries of compensation for four (4) Camp Director positions at Grade 103 Step 40, four (4) Camp Assistant Director positions at Grade 103 Step 34, forty-six (46) Camp Counselor positions at Grade 102 Step 37, two (2) Camp Lead Life Guard positions at Grade 103 Step 34, six (6) Camp Life Guard positions at Grade 102 Step 37, and one (1) Camp Administrative Assistant position at Grade 103 Step 40 in the City's 'Salary Grade Schedule' and for those employees serving in these positions. 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 Roland, seconded by Councilmember Kosloski, and was adopted by the following roll call vote:

YEAS:	**NAYS:**	**ABSENT:**
Roland	**None**	**Casey**
Holmes-Hines		
Walker		
Sharp		
Flowers		
Kosloski		

WHEREUPON the President declared the motion carried and the Ordinance adopted, this the 6th day of February, 2024.

CITY OF GULFPORT SEAL MISSISSIPPI

ATTEST:

Brittany Rodgers, Clerk of Council

ADOPTED:

F.B. "Rusty" Walker, IV, President

The above and foregoing Ordinance having been submitted to and approved by the Mayor, this the 7th day of February, 2024.

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 6th day of February, 2024, the following Resolution:

A RESOLUTION BY THE GULFPORT CITY COUNCIL TO APPROVE AXON ENTERPRISES, INC., AS A SOLE SOURCE VENDOR AND TO APPROVE AGREEMENT WITH AXON ENTERPRISES, INC., FOR THE PURCHASE OF BODY WORN CAMERAS AND FOR RELATED PURPOSES

WHEREAS, the City of Gulfport desires to replace the body worn cameras utilized by officers of the Gulfport Police Department; and

WHEREAS, the Gulfport Police Department has requested to purchase the said body worn cameras from Axon Enterprises, Inc., as a sole source vendor and, pursuant to Miss. Code Ann § 31-7-13(m)(viii), the Police Department has filed a certification of the conditions and circumstances requiring the purchase (See Exhibit "A"); and

WHEREAS, it has been confirmed that other cities in the State of Mississippi, including the city of Oxford, have purchased Axon body worn cameras and supporting software using Axon as a sole source vendor; and

WHEREAS, the Council finds that it is in the best interest of the City to award the contract for body worn cameras to Axon Enterprises, Inc., and to approve a contract/agreement with Axon Enterprises, Inc., concerning the same (see Exhibit "A" attached hereto).

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 sole source designation of Axon Enterprises, LLC, requested by the Police Department, the conditions and circumstances justify designating Axon Enterprises, Inc., as a sole source vendor for the products and services required by the Police Department for the use of body worn cameras are hereby approved, and that Axon Enterprises, Inc., is hereby declared to be a sole source vendor for the said products and services and that the contracts/agreement with Axon Enterprises, Inc., and attached hereto as Exhibit "A" be and the same are hereby approved, to the extent they comply with Mississippi law, and are found to be in the best interest of the City, and the Mayor is hereby authorized to execute the same on behalf of the City of Gulfport after final approval by the Legal Department.

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 Councilmember Flowers, seconded by Councilmember Walker, and was adopted by the following roll call vote:

YEAS:	**NAYS:**	**ABSENT:**
Roland	**None**	**Casey**
Holmes-Hines		
Walker		
Sharp		
Flowers		
Kosloski		

WHEREUPON the President declared the motion carried and the Resolution adopted, this the 6th day of February, 2024.

CITY OF GULFPORT SEAL MISSISSIPPI

ATTEST:

Brittany Rodgers, Clerk of Council

ADOPTED:

F.B. "Rusty" Walker, IV, President

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 7th day of February, 2024.

APPROVED:

Billy Hewes, Mayor

Gulfport Police Department

Memorandum

To: Mayor Billy Hewes, City Council

From: Chief Adam Cooper

Date: January 22, 2024

Re: Purchase of additional Axon products

Your permission is requested to purchase additional quantities of axon products currently in use by the Gulfport Police Department. These products include body cameras, in car camera equipment, and associated software licenses.

Original equipment and items were previously purchased with sole source procurement guidelines and approved by council on January 4, 2022.

We are requesting this additional equipment to expand video capabilities on our department personnel. The cost of the additional equipment is a one-time price of $8,490.

The point of contact for this purchase is Chief Adam Cooper. The purchase will be paid for with current year budgeted funds. This purchase has also been vetted through the Purchasing Department.

Axon Enterprise, Inc.
17800 N 85th St.
Scottsdale, Arizona 85255
United States
VAT: 86-0741227
Domestic: (800) 978-2737
International: +1.800.978.2737

Q-540555-45295.515JG

Issued: 01/04/2024

Quote Expiration: 01/19/2024

Estimated Contract Start Date: 02/15/2024

Account Number: 112376

Payment Terms: N30

Delivery Method:

SHIP TO	BILL TO
GULFPORT POLICE DEPT. - MS 2220 15TH ST GULFPORT, MS 39501-2025 USA	Gulfport Police Dept. - MS PO Box S Gulfport MS 39502-0560 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Jamie Gorsuch Phone: Email: jgorsuch@axon.com Fax:	Michael Hauler Phone: 228-224-4695 Email: mhauler@gulfport-ms.gov Fax:

Quote Summary

Program Length	37 Months
TOTAL COST	$8,490.00
ESTIMATED TOTAL W/ TAX	$8,490.00

Discount Summary

Average Savings Per Year	$0.00
TOTAL SAVINGS	$0.00

Payment Summary

Date	Subtotal	Tax	Total
Jan 2024	$8,490.00	$0.00	$8,490.00
Total	**$8,490.00**	**$0.00**	**$8,490.00**

Quote Unbundled Price:	**$8,490.00**
Quote List Price:	**$8,490.00**
Quote Subtotal:	**$8,490.00**

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
A la Carte Hardware									
71200	AXON FLEET - AIRGAIN ANT - 5-IN-1 2LTE 2WIFI 1GNSS BL	5			$249.00	$249.00	$1,245.00	$0.00	$1,245.00
11634	AXON FLEET - CRADLEPOINT IBR900-1200M-B-NPS+5YR NETCLOUD	5			$1,449.00	$1,449.00	$7,245.00	$0.00	$7,245.00
Total							**$8,490.00**	**$0.00**	**$8,490.00**

Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Estimated Delivery Date
A la Carte	11634	AXON FLEET - CRADLEPOINT IBR900-1200M-B-NPS+5YR NETCLOUD	5	01/15/2024
A la Carte	71200	AXON FLEET - AIRGAIN ANT - 5-IN-1 2LTE 2WIFI 1GNSS BL	5	01/15/2024

Payment Details

Jan 2024

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Upfront	11634	AXON FLEET - CRADLEPOINT IBR900-1200M-B-NPS+5YR NETCLOUD	5	$7,245.00	$0.00	$7,245.00
Upfront	71200	AXON FLEET - AIRGAIN ANT - 5-IN-1 2LTE 2WIFI 1GNSS BL	5	$1,245.00	$0.00	$1,245.00
Total				**$8,490.00**	**$0.00**	**$8,490.00**

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at www.axon.com/legal/sales-terms-and-conditions), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

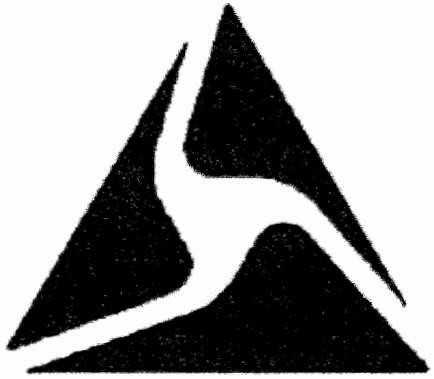
Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Signature

Date Signed

1/4/2024



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 6th day of February, 2024, the following Resolution:

A RESOLUTION BY THE GULFPORT CITY COUNCIL APPROVING AWARD TO HANCOCK WHITNEY BANK FOR MUNICIPAL DEPOSITORY BANKING SERVICES, AND FOR RELATED PURPOSES

WHEREAS, pursuant to *Miss. Code Ann.* § 27-105-305 and *Miss. Code Ann.* § 27-105-353, as amended, the Governing Authority for the City of Gulfport, Mississippi previously authorized the solicitation for "bids or proposals" associated with banking depository services for the City on December 19, 2023, with such "bids or proposals for the same being submitted on or prior to January 23, 2024; and

WHEREAS, pursuant to such authority, the City advertised and solicited for bids / proposals for the aforementioned services on December 21, 2023 and December 28, 2023, and received one bid / proposal from one financial institution, Hancock Whitney Bank; and

WHEREAS, this bid / proposal from Hancock Whitney Bank was determined to be the most suitable financial institution to meet the needs of the City and is therefore recommended to the governing authority by the selection committee as being in the City's best interest to select (See Exhibit "A" attached hereto); and

WHEREAS, the Council finds that it is in the best interest of the City to select Hancock Whitney Bank and to enter into such agreement or agreements with Hancock Whitney Bank as are necessary to fully implement said services for the provision of municipal depository banking services for 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 recommendation of the Finance Department be accepted and that Hancock Whitney Bank be and it is hereby selected as the City's financial institution for municipal depository banking services.

SECTION 3. That the Mayor be, and he is hereby, authorized to execute said agreements, after the same have been reviewed and approved by the Legal Department, and to deliver the same on behalf of the City of Gulfport.

SECTION 4. That this Resolution be, and it is hereby ordered to be spread on the minutes of the Governing Authority, and to be in full force and effect immediately upon its passage and enactment according to law.

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

YEAS:	**NAYS:**	**ABSENT:**
Roland	**None**	**Casey**
Holmes-Hines		
Walker		
Sharp		
Flowers		
Kosloski		

WHEREUPON the President declared the motion carried and the Resolution adopted, this the 6th day of February, 2024.

CITY OF GULFPORT SEAL MISSISSIPPI

ATTEST:

/s/ Brittany Rodgers

Brittany Rodgers, Clerk of Council

ADOPTED:

/s/ Rusty Walker

F.B. "Rusty" Walker, IV, President

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 7th day of February, 2024.

APPROVED:

/s/ Billy Hewes

Billy Hewes, 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
Wayne Miller, Chief Administrative Officer

FROM: Todd Harman, Director of Finance and Accounting TH

DATE: January 26, 2024

RE: Recommendation for the Municipal City Depository

The City recently conducted a request for proposal for a municipal city depository for the time period February 20, 2024 through December 31, 2027. Only one bidder – Hancock Whitney (our current city depository) submitted a proposal. After reviewing this proposal, the Finance Department recommends accepting this proposal.

There were two significant changes between our current agreement and the proposed agreement. These changes are summarized in the table on the next page.

Significant Change:	Current Agreement:	Proposed Agreement:	What this change means to the City?
Decrease in interest rate paid on bank balances	Variable rate. **90%** of the 28 day Treasury bill, as reported by the Federal Reserve on the last business day of immediately preceding month.	Variable rate. **75%** of the 28 day Treasury bill, as reported by the Federal Reserve on the last business day of immediately preceding month.	The interest rate the bank is going to pay us went down. For example, the 28-day T-bill rate on Jan 31, 2024 was 5.27%. Under our current agreement, the bank will pay us 4.74%. Under our new agreement, the bank would pay us 3.95%. The interest income difference between the two equates to approximately $72,500 per month or $869,000 per year on average daily deposits of $110 million.
Increase on supervision and assessment fee (equivalent to an assets under management fee)	**2 cents** per $1,000 per month.	**4 cents** per $1,000 per month.	This bank charge doubled. On average daily deposits of $110 million, the City will pay approximately $4,400 per month instead of our current rate of $2,200 per month. This is an estimated annual increase of $26,400.

The Finance Department considered the possibility of interest rates decreasing when this request for proposal was sent out. The attached memo, included in the request for proposal and reviewed by our Municipal Advisor, stated:

- The City has idle and surplus funds and that our goal is to maximize the interest earnings for the City;
- State law allows the City to invest idle and surplus funds in federal Treasury bills; and
- If and when the City elects to invest surplus and idle funds, the City shall maintain a minimum daily balance of $15 million in total funds held in the city depository.

For the following example, assume the City has total deposits of $110 million. The City elects to keep $20 million in the city depository and invest the $90 million in surplus and idle funds in 28-day T-bills. In summary, for surplus and idle funds, why settle for 75% of the T-bill interest rate when we can buy our own T-bills and get the whole 100% of the T-bill interest rate.

Interest earned by keeping surplus and idle money in the bank for one month: **$296,250.**
($90 million x 3.95% divided by 12 to get to interest earned for one month)
Interest earned by investing surplus and idle money in T-bills for one month: **$395,250.**
($90 million x 5.27% divided by 12 to get to interest earned for one month)

Opportunity cost of not actively managing surplus and idle money (just leaving it in the bank):
Interest income: **$99,000 per month or $1,188,000 per year.**

Additionally, money invested in T-bills is not deposited in the bank so you would not be paying supervision and assessment fees on this money.
Fee savings: **$3,600 per month or $43,200 per year**
(4 cents per $1,000 on $90 million per month)

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

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 6th day of February, 2024, the following Resolution:

A RESOLUTION BY THE GULFPORT CITY COUNCIL APPROVING CONTINUATION CERTIFICATE FOR MISCELLANEOUS TERMS BONDS WITH ZURICH SURETY/FIDELITY AND DEPOSIT COMPANY OF MARYLAND; AND FOR RELATED PURPOSES

WHEREAS, the City of Gulfport is required to provide a bond in the amount of $96,321.00 in favor of the Mississippi Department of Employment Security (MDES) in connection with any "unemployment" claims that the City may have during the year; and

WHEREAS, accordingly, the City desires to continue its MDES bond with Zurich Surety/Fidelity and Deposit Company of Maryland in the said amount for the period February 16, 2024, through February 16, 2025; and

WHEREAS, the Mayor and the City Clerk (or their designees) are designated to execute the said bond on behalf 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 Continuation Certificate attached hereto as Exhibit "A", be and it is hereby approved in the form as attached hereto as Exhibit "A" and the Mayor and is hereby authorized to execute the same on behalf of the City of Gulfport.

Section 3. That this Resolution be, and it is hereby ordered to be spread on the minutes of the governing Authority, and to be in full force and effect immediately upon its passage and enactment according to law.

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

Councilman Flowers recused and removed himself from the Chambers during the discussion and vote on this item.

YEAS:	**NAYS:**	**ABSENT:**
Roland	**None**	**Casey**
Walker		**Holmes-Hines**
Sharp		**Flowers (recused)**
Kosloski		

WHEREUPON the President declared the motion carried and the Resolution adopted, this the 6th day of February, 2024.

CITY OF GULFPORT SEAL MISSISSIPPI

ATTEST:

Brittany Rodgers, Clerk of Council

ADOPTED:

F.B. "Rusty" Walker, IV, President

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 7th day of February, 2024.

APPROVED:

Billy Hewes, Mayor

ZURICH

Zurich Surety

Surety Service Center
1299 Zurich Way
Schaumburg, IL 60196

Bond No. 30478134

CONTINUATION CERTIFICATE

For Miscellaneous Terms Bonds

Principal: THE CITY OF GULFPORT

and the Fidelity and Deposit Company of Maryland, as Surety in a certain Bond No. 30478134, with an effective date of the 16th day of February, 1994 in the penalty of :

Ninety Six Thousand Three Hundred Twenty One and 00/100

Dollars ($96,321.00)

In Favor of: MISS. EMPLOYMENT SECURITY

do hereby continue said bond in force for the further term(s) of 1 years(s) beginning on the 16th day of February, 2024 and ending on the 16th day of February, 2025.

LICENSE & PERMIT

PROVIDED, however, that said bond, as continued hereby, shall be subject to all its terms and conditions, except as herein modified, and that the liability of the said Fidelity and Deposit Company of Maryland under said bond and any and all continuations thereof shall in no event exceed in the aggregate the above named penalty, and that this certificate shall not be valid unless signed by said Principal.

Signed, sealed and dated this 18th day of November, 2023

Witness:

_____ _____ (SEAL)
Principal

_____ _____ (SEAL)
Principal

_____ _____ (SEAL)
Principal

Fidelity and Deposit Company of Maryland

BY: Candy L. Browning

Candy L. Browning, Attorney-in-fact

LPM 90001 Ed.(08/16)

30478134

Bond Number

MISS. EMPLOYMENT SECURITY

Obligee

ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by **Robert D. Murray, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appointCandy L. Browning, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings,** and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY,** and **FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 18th day of November, A.D. 2023 .

ATTEST:

ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By: Robert D. Murray
Vice President

By: Dawn E. Brown
Secretary

State of Maryland

County of Baltimore

On this 18th day of November, A.D. 2023 , before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposeth and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Genevieve M. Maison

GENEVIEVE M. MAISON
NOTARY PUBLIC
BALTIMORE COUNTY, MD
My Commission Expires JANUARY 27, 2025

GEN00011 Ed.(08/23)

Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys -in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify of revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 18th day of November, 2023.



MJ Pethick

By: Mary Jean Pethick
Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
800-626-4577

If your jurisdiction allows for electronic reporting of surety claims, please submit to:
reportsfclaims@zurichna.com

Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

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 6th day of February, 2024, the following Resolution:

A RESOLUTION BY THE GULFPORT CITY COUNCIL TO APPROVE AWARD TO AND ENGINEERING SERVICES CONTRACT WITH COVINGTON CIVIL AND ENVIRONMENTAL, LLC, FOR ENGINEERING SERVICES IN CONNECTION WITH THE NORTH GULFPORT WASTEWATER TREATMENT PLANT HEADWORKS PROJECT, AND FOR RELATED PURPOSES

WHEREAS, the City of Gulfport desires to undertake the North Gulfport Wastewater Treatment Plant Headworks Project, a project intended to increase and improve the headworks at North Gulfport Wastewater Treatment Plant; and

WHEREAS, pursuant to authority of this City Council, the City solicited proposals for the North Gulfport Wastewater Treatment Plant Headworks Project and received proposals from five (5) firms; and

WHEREAS, after referral to and grading by a selection committee, Covington Civil and Environmental, LLC, was selected as the highest scoring firm (see January 2, 2024, minutes) and recommended for award Jeremy Harrison, City Engineer, as set forth in the supporting documentation; and

WHEREAS, the Council finds that it is in the best interest of the City to award the contract for engineering services related to the North Gulfport Wastewater Treatment Plant Headworks Project to Covington Civil And Environmental, LLC, and to approve an agreement with Covington Civil and Environmental, LLC, subject to final approval of the Legal Department, concerning the same (see Exhibit "A" attached hereto).

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

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

SECTION 2. That the award of the contract for engineering services related to the North Gulfport Wastewater Treatment Plant Headworks Project., be and the same is hereby approved and the proposed Engineering Services Contract between Covington Civil and Environmental, LLC, and the City be and it is hereby approved in substantially the form found at Exhibit "A" hereto, subject to final approval by the Legal Department, and found to be in the best interest of the City, and the Mayor (or his designee) is, hereby, authorized to execute the same on behalf of the City of Gulfport.

SECTION 3. That this Resolution be, and it is hereby ordered to be spread on the minutes of the governing Authority, and to be in full force and effect immediately upon its passage and enactment according to law.

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

YEAS:	**NAYS:**	**ABSENT:**
Roland	**None**	**Casey**
Walker		**Holmes-Hines (out)**
Sharp		
Flowers		
Kosloski		

WHEREUPON the President declared the motion carried and the Resolution adopted, this the 6th day of February, 2024.

CITY OF GULFPORT SEAL MISSISSIPPI

ATTEST:

Brittany Rodgers, Clerk of Council

ADOPTED:

F.B. "Rusty" Walker, IV, President

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 7th day of February, 2024.

APPROVED:

Billy Hewes, Mayor

Memorandum – City of Gulfport

ENGINEERING

To: Mayor Billy Hewes and Members of the City Council

CC: Wayne Miller, CAO
Todd Harman, CPA, Director of Finance and Accounting
Tyler Gentry, Director of Public Works
Lee Wood, Project Manager
Jessica Versiga, Purchasing Agent
Legal Department

From: Jeremy R. Harrison, P.E., Director of Engineering

Date: January 29, 2024

Re: **Recommendation to Approve Engineering Services Contract**
- Covington Civil & Environmental, LLC
- North Gulfport Wastewater Treatment Plant - Headworks Project (MCWI)

Attached for your consideration is the Engineering Services Contract for the referenced project in the not-to-exceed amount of $2,185,000.00. 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 includes increasing and improving the headworks at North Gulfport Wastewater Treatment Plant. The total cost of engineering and construction for this project is $19,000,000.00. The project is 100% funded by the Mississippi Municipality and County Water Infrastructure "MCWI" and the American Rescue Plan Act "ARPA".

I recommend approval of this contract.

Attachments:

1) Ben Benvenutti, P.E., Principle Engineer, letter dated January 29, 2024
2) Engineering Services Contract

COVINGTON
CIVIL AND ENVIRONMENTAL

January 29, 2024

Mr. Jeremy Harrison
Director of Engineering
4050 Hewes Ave
Gulfport, MS 39501

Re: North Gulfport Wastewater Treatment Plant – Headworks Project

Dear Mr. Harrison:

Covington Civil & Environmental LLC (Covington) is pleased to furnish the City of Gulfport our contract to provide engineering services to replace the Headworks at the North Gulfport WWTP. Our team, which includes process and structural engineers who designed the original North Plant are ready to serve the City of Gulfport. We look forward to working with the City to complete this important project on time and within budget.

Sincerely,

Benjamin Benvenutti, P.E.
Principal Engineer
Covington Civil & Environmental, LLC

Fax: (228) 396-0487
2300 14th Street
Gulfport, Mississippi 39501
Phone: (228) 396-0486



Billy Hewes, Mayor

Gulfport City Council

Kenneth L. Casey, SR
Ward 1

F.B. 'Rusty' Walker, IV
Ward 4

Ron Roland
Ward 2

Myles Sharp
Ward 5

Ella Holmes-Hines
Ward 3

Robert 'R.Lee' Flowers
Ward 6

Richard Kosloski
Ward 7

Agreement for:

North Gulfport Wastewater Treatment Plant – Headworks Project

February 2024

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AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

Prepared by









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AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

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AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

This is an Agreement between **City of Gulfport** (Owner) and **Covington Civil and Environmental, LLC** (Engineer). Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as **North Gulfport Wastewater Treatment Plant – Headworks** (Project). Other terms used in this Agreement are defined in Article 7. Engineer's services under this Agreement are generally identified as design phase services including preparation of contract documents (plans and specifications), bid phase services for project award, construction phase services including processing of progress payments and project representative 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 Project Information

A. To the extent Owner has not already provided the following, or has new, additional, or revised information from that previously provided, Owner shall provide Engineer with information and data needed by Engineer in the performance of Basic and Additional Services, including Owner's:

1. design objectives and constraints;
2. space, capacity, and performance requirements;
3. flexibility and expandability needs;
4. design and construction standards;
5. budgetary limitations; and
6. 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.

B. Following Engineer's assessment of initially-available Project information and data and upon Engineer's request, Owner shall obtain, furnish, or otherwise make available (if necessary through 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; or, with consent of Engineer, Owner may authorize the Engineer to obtain or provide all or part of such additional information as Additional Services. Such additional information or data may include the following:

1. Property descriptions.
2. Zoning, deed, and other land use restrictions.
3. Explorations and tests of subsurface conditions at or adjacent to the Site; geotechnical reports and investigations; drawings of physical conditions relating to existing surface

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or subsurface structures at the Site; hydrographic surveys, laboratory tests and inspections of samples, materials, and equipment; appropriate professional interpretation of such information or data.

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

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

C. Owner shall 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.

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

E. Owner shall advise Engineer if any invention, design, process, product, or device that Owner has requested, required, or recommended for inclusion in the Drawings or Specifications will be subject to payment (whether by Owner or Contractor) of any license fee or royalty to others, as required by patent rights or copyrights.

F. Owner shall inform Engineer as to whether Engineer's assistance is requested with respect to Owner's evaluation of the possible use of Project Strategies, Technologies, and Techniques, as defined in Exhibit A.

2.02 Owner's Instructions Regarding Bidding/Proposal and Front-End Construction Contract Documents

A. Owner shall 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) and Owner's construction contract practices and requirements, and furnish to Engineer (or give specific directions requesting Engineer to use copies already in Engineer's possession) the following:

1. Owner's standard contract forms, general conditions (if other than the current edition of EJCDC® C-700, Standard General Conditions of the Construction Contract), supplementary conditions, text, and related documents and content for Engineer to include in the draft Bidding/Proposal Documents, and in draft Front-End Construction Contract Documents;

2. insurance and bonding requirements;

3. protocols for electronic transmittals during bidding and construction;

4. Owner's safety and security programs applicable to Contractor and other Constructors;

5. diversity and other social responsibility requirements;

6. bidding and contract requirements of funding, financing, or regulatory entities;

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7. other specific conditions applicable to the procurement of construction or contract documents;

8. any other information necessary for Engineer to assist Owner in preparing its Bidding/Proposal Documents and Front-End Construction Contract Documents.

B. Owner shall have responsibility for the final content of (1) such Bidding/Proposal Documents, and (2) such Front-End Construction Contract Documents, other than content furnished by Engineer concerning the design (as set forth in the Drawings, Specifications, or otherwise) or other engineering or technical matters.

1. 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. If there will be an advertisement soliciting bids for construction, Owner shall place and pay for such advertisement.

2.03 Owner-Furnished Services

A. Recognizing and acknowledging that Engineer's services and expertise do not include the following services, Owner shall obtain, as required for the Project:

1. Accounting, bond and financial advisory services (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, including attorney review of proposed Construction Contract Documents, legal services required by Owner, legal services needed as a result of issues raised by Contractor, and Project-related legal services reasonably requested by Engineer.

3. Auditing services, including those needed by Owner to ascertain how or for what purpose Contractor has used money paid to it.

B. Owner shall 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. Owner shall provide Engineer with the findings and reports generated by testing laboratories, including findings and reports obtained from or through Contractor.

C. Owner shall acquire or arrange for acquisition of the Site(s) and any temporary or permanent rights of access, easements, or property rights needed for the Project.

D. With respect to the portions or phases of the Project designed or specified by Engineer, Owner shall provide, obtain, or arrange for:

1. all required reviews, approvals, consents, and permits from governmental authorities having jurisdiction, and

2. such reviews, approvals, and consents from others as may be necessary for completion of each portion or phase of the Project.

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E. Owner may delegate to Contractor or others the responsibilities set forth in Paragraphs 2.03.C and D.

2.04 Owner's General Responsibilities

A. Owner shall inform Engineer of the policies, procedures, and requirements of Owner that are applicable to Engineer's performance of services under this Agreement.

B. Owner shall provide Engineer with Owner's budget for the Project, including type and source of funding to be used, and will promptly inform Engineer if the budget or funding sources change.

C. Owner shall inform Engineer in writing of any safety or security programs that are applicable to the personnel of Engineer, its Subconsultants, and Engineer's Subcontractors, as they visit the Site or otherwise perform services under this Agreement.

D. Owner shall 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 this Agreement.

E. Owner shall provide necessary direction and make decisions, including prompt review of Engineer's submittals, and carry out its other responsibilities in a timely manner so as not to delay Engineer's performance of its services.

F. 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.

G. 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;

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.

H. Owner shall 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 constructability review.

I. If Owner designates a construction manager, site representative, or any individual or entity other than, or in addition to, Engineer to represent Owner at the Site, Owner shall define and set forth as an exhibit to this Agreement the duties, responsibilities, and limitations of authority of such other party and the relation thereof to the duties, responsibilities, and authority of Engineer.

J. Owner shall:

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1. 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.
2. Primarily communicate with Engineer's Subcontractors and Subconsultants through the Engineer.
    a. Promptly inform Engineer of the substance of any communications between Owner and Engineer's Subcontractors or Subconsultants.
    b. Refrain from directing the services of Engineer's Subcontractors or Subconsultants.
3. Authorize Engineer to provide Additional Services as set forth in Article 2 of Exhibit A of the Agreement, as required.
4. Perform or provide the following:
    a. **N/A**

2.05 Payment

A. Owner shall pay Engineer as set forth in Article 4 and Exhibit J.

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 B, 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, will 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 amounts of Engineer's compensation, will be adjusted equitably.

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, the progress reporting and special invoicing requirements (if any) in Exhibit A Paragraph 1.01.A, and the terms of Exhibit J. Engineer shall submit its invoices to Owner on a monthly basis. Invoices are due and payable within 45 days of receipt.

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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. 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. After a disputed item has been resolved, Engineer shall include the agreed-upon amount on a new invoice.

C. Failure to Pay: If Owner fails to make any undisputed payment due Engineer within 45 days after receipt of Engineer's invoice, then:

1. amounts due Engineer will be increased at the rate of 1.5% per month (or the maximum rate of interest permitted by law, if less) from said forty-fifth day, and

2. Engineer may, after giving 7 days' written notice to Owner, suspend services under this Agreement until Owner has paid in full amounts due. Owner waives any and all claims against Engineer for any such suspension.

D. Sales or Use Taxes: If after the Effective Date any governmental entity takes an 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 will be in addition to the compensation to which Engineer is entitled under the terms of Exhibit J.

ARTICLE 5—OPINIONS OF COST

5.01 Opinions of Probable Construction Cost

A. Engineer's opinions of probable Construction Cost (if any) 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 Opinions of Total Project Costs

A. The services, if any, of Engineer with respect to Total Project Costs will 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

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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 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. Engineer's Subcontractors and Subconsultants: Engineer may retain such Engineer's Subcontractors and Subconsultants 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 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 the 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, and

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

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

G. Copies of Drawings and Specifications: If Engineer is required to prepare or furnish Drawings or Specifications under this Agreement, Engineer shall deliver to Owner at least one complete electronic copy of such Drawings and Specifications, signed and sealed according to applicable Laws and Regulations, and one complete printed copy, duly signed and sealed.

H. Engineer shall not be required to sign any document, no matter by whom requested, that would result in Engineer having to certify, guarantee, or warrant conditions whose existence

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Engineer cannot ascertain within the authorized scope of Engineer's services. Owner agrees not to make resolution of any dispute with Engineer or payment of any amount due to Engineer in any way contingent upon Engineer signing any such document.

I. Engineer shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor will 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.

J. 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.

K. 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.

L. 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.

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

N. 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.

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

6.02 Ownership and Use of Documents

A. All Documents are instruments of service, and Engineer owns the Documents, including all associated copyrights and the right of reuse at the discretion of the Engineer. Engineer shall continue to own the Documents and all associated rights whether or not the Project is completed.

1. Owner may make and retain copies of Documents for information and reference in connection with the use of the Documents on the Project.

2. 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:

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a. 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;

b. 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 Subconsultants;

c. Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Subconsultants 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

d. such limited license to Owner shall not create any rights in third parties.

B. 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.

C. Engineer shall inform Owner if Engineer is aware of any invention, design, process, product, or device specified in the Drawings, Specifications, or other Documents that is subject to payment (whether by Owner or Contractor) of any license fee or royalty to others, as required by patent rights or copyrights. If Engineer's good-faith inclusion in the Drawings, Specifications, or other Documents of new, innovative, or non-standard technologies, for the benefit of Owner and the Project, results in third-party claims of infringement or violation of intellectual property rights, then Owner and Engineer shall share equally the costs of defending against, settling, or paying such claims.

D. Engineer will obtain Owner's consent, which will not be unreasonably withheld, prior to releasing any publicity, including news and press releases, promotional publications, award and prize competition submittals, and other advertising regarding the subject matter of this Agreement. Nothing herein will limit the Engineer's right to include information in statements of qualifications and proposals to others accurately describing its participation and participation of employees in the Project.

6.03 Electronic Transmittals

A. To the fullest extent practical, Owner and Engineer agree to transmit, and 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 mutually agreeable protocol.

B. If this Agreement does not establish or include protocols for electronic or digital transmittals, then Owner and Engineer may operate without specific protocols or may jointly develop such protocols at a later date.

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

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computer hardware differing from those used in the drafting or transmittal of items, or from those established in applicable protocols.

6.04 Insurance

A. Engineer shall procure and maintain insurance as set forth in Exhibit G.

B. Additional Insureds: The Engineer's commercial general liability policy must include and list Owner as additional insureds.

C. Owner shall procure and maintain insurance as set forth in Exhibit G.

D. 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, its Subconsultants, and Engineer's Subcontractors to be listed as additional insureds with respect to such liability insurance purchased and maintained by Contractor for the Project. Owner shall give Engineer access to any certificates of insurance and copies of endorsements and policies obtained by Owner from Contractor.

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

F. All construction contracts entered into by Owner with respect to the Project must require builder's risk or similar property insurance.

G. All policies of property insurance relating to the Project, including but not limited to any builder's risk or similar policy, must 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, its Subconsultants, or Engineer's Subcontractors. Owner and Engineer waive all rights against each other, Contractor, Engineer's Subcontractors and Subconsultants, 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 such builder's risk or similar 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.

H. All policies of insurance must contain a provision or endorsement that the coverage afforded will not be canceled, 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 primary insured must promptly forward a copy of the notice to the other party to this Agreement and replace the coverage being cancelled or reduced to conform to the requirements of this Agreement.

6.05 Suspension and Termination

A. Suspension

1. By Owner: Owner may suspend Engineer's services for up to 90 days upon 7 days' written notice to Engineer.

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2. By Engineer: Engineer may, after giving 7 days' written notice to Owner, suspend services under this Agreement:

    a. if Owner has failed to pay Engineer for invoiced services and expenses, as set forth in Paragraphs 4.02.B and 4.02.C; or

    b. in response to the presence of Constituents of Concern at the Site, as set forth in Paragraph 6.09.D.

B. Termination for Cause

1. Either party may terminate the Agreement for cause upon 30 days' written notice in the event of substantial failure by the other party to perform in accordance with the terms of the Agreement, through no fault of the terminating party.

    a. Notwithstanding the foregoing, this Agreement will not terminate under Paragraph 6.05.B.1 if the party receiving such notice begins, within 7 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 will extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. In addition to its termination rights in Paragraph 6.05.B.1, Engineer may terminate this Agreement for cause upon 7 days' written notice:

    a. if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional;

    b. if Engineer's services for the Project are delayed or suspended for more than 90 days for reasons beyond Engineer's control; or

    c. as the result of the presence at or adjacent to the Site of undisclosed Constituents of Concern, as set forth in Paragraph 6.09.E.

3. Engineer will have no liability to Owner on account of any termination by Engineer for cause.

C. Termination for Convenience: Owner and/or Engineer may terminate this Agreement for convenience, effective upon receipt of notice from either party.

D. Extension of Effective Date of Termination: If Owner terminates the Agreement for cause or convenience, Owner 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. Engineer shall be entitled to compensation for such tasks.

E. Payments Upon Termination: In the event of any termination under Paragraph 6.05, 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 will

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have the limited right to the use of Documents, at Owner's sole risk, subject to the provisions of Paragraph 6.02.A.

1. If Owner has terminated the Agreement for convenience, or if Engineer has terminated the Agreement for cause, then Engineer will be entitled, in addition to the payments identified above, 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 Subcontractors or Subconsultants, and other related close-out costs, using methods and rates for Additional Services as set forth in Exhibit J.

6.06 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 6.06.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, claims arising out of this Agreement or 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. 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.

2. Nothing in this Agreement will 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.

3. Owner agrees that the substance of the provisions of this Paragraph 6.06.C will appear in the Construction Contract Documents.

6.07 Dispute Resolution

A. Owner and Engineer shall resolve all disputes in the following manner:

1. 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 mediation.

2. Owner and Engineer agree that they shall first submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this Agreement or the breach thereof ("Disputes") to mediation. Owner and Engineer agree to participate in the mediation process in good faith. The process will be conducted on a confidential basis, and must be completed within 120 days.

3. If the parties fail to resolve a Dispute through negotiations under Paragraph 6.07.A.1 or mediation under Paragraph 6.07.A.2, then, if Exhibit H is not included, or if no final

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dispute resolution method is specified in Exhibit H, then the parties may exercise their rights at law.

6.08 Controlling Law; Venue

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

B. Venue for any exercise of rights at law will be the state court having jurisdiction at the location of the Project; or at the choice of either party, and if federal jurisdictional requirements can be met, in federal court in the district in which the Project is located.

6.09 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. Undisclosed Constituents of Concern: For purposes of this Paragraph 6.09, the presence at or adjacent to the Site of Constituents of Concern that were not disclosed to Engineer pursuant to Paragraph 6.09.A, in such quantities or circumstances that such Constituents of Concern may present a danger to persons or property exposed to them, will be referred to as "undisclosed" Constituents of Concern.

1. The presence at the Site of materials that are necessary for the execution of the Work, or that are to be incorporated in the Work, and that are controlled and contained pursuant to industry practices, Laws and Regulations, and the requirements of this Agreement or the Construction Contract, are not undisclosed Constituents of Concern.

2. Constituents of Concern that are to be located, identified, studied, removed, or remediated as part of the services under this Agreement are not undisclosed Constituents of Concern.

3. Constituents of Concern that are to be located, identified, studied, removed, or remediated as part of the services under another professional services contract for Owner, or as part of the work under a construction or remediation contract, are not undisclosed Constituents of Concern if Engineer has been informed of the general scope of such contract.

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

D. It is acknowledged by both parties that Engineer's scope of services does not include any services related to undisclosed Constituents of Concern. If Engineer or any other party encounters, uncovers, or reveals an undisclosed Constituent of Concern, or if encountered, uncovered, or revealed Constituents of Concern are present in substantially greater quantities or substantially different locations than disclosed or anticipated, or if investigative or remedial action, or other professional services, are necessary or required by applicable Laws and Regulations with respect to such Constituents of Concern, then Engineer may, at its option and without liability for direct, consequential, or any other damages, suspend performance of services on the portion of the Project adversely affected thereby until such portion of the Project is no longer so affected; and Owner shall promptly determine whether

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to retain a qualified expert to evaluate such condition or take any necessary corrective action.

E. If the presence at the Site of undisclosed Constituents of Concern, or of Constituents of Concern in substantially greater quantities or in substantially different locations than disclosed or anticipated, adversely affects the performance of Engineer's services under this Agreement, then:

1. if the adverse effects do not preclude Engineer from completing its Project services in general accordance with this Agreement on unaffected or marginally affected portions of the Project, Engineer may accept an equitable adjustment in its compensation or in the time of completion, or both; and the Agreement will be amended to reflect changes necessitated by the presence of such Constituents of Concern; or

2. if the adverse effects are of such materiality to the overall performance of Engineer that it cannot complete its services without significant changes to the scope of services, time of completion, and compensation, then Engineer may terminate this Agreement for cause on 7 days' written notice.

F. Owner acknowledges that Engineer is performing professional services for Owner and that Engineer is not and will 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.

6.10 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, and employees, from losses, damages, and 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, Subconsultants, or Engineer's Subcontractors.

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 required in paragraph 6.11.

C. Environmental Indemnification: To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Engineer, its Subconsultants, Engineer's Subcontractors, and their officers, directors, members, partners, agents, employees, and subconsultants from all claims, costs, losses, damages, actions, and judgments (including reasonable consultants' and attorney's 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:

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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 obligates 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, will 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 officers, directors, members, partners, agents, employees, subconsultants, and insurers, 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. Such excluded damages include but are not limited to loss of profits or revenue; loss of use or opportunity; loss of good will; cost of substitute facilities, goods, or services; and cost of capital.

G. Exclusion of Special, Incidental, Indirect, and Consequential Damages: To the fullest extent permitted by Laws and Regulations, and notwithstanding any other provision in the Agreement, the Owner and the Engineer and their officers, directors, members, partners, agents, Consultants, and employees shall not be liable to the other or anyone claiming by, through, or under each other for 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, including but not limited to: Loss of use, loss of profit; loss of business; loss of income; loss of reputation or any other consequential damages that either party may have incurred from any cause of actions including negligence, strict liability , breach of contract and breach of strict or implied warranty. Both the Owner and the Engineer shall require similar waivers of consequential damages protecting all the entities or person named herein in all contracts and subcontracts with other involved in the project. Both the Owner and the Engineer agree that Engineer's total liability to Owner under this Agreement shall be limited to $100,000 or the total amount of compensation received by Engineer, whichever is greater.

6.11 Records Retention

A. Engineer shall maintain on file in legible form, for a period of five years following completion or termination of its services, or such other period as required by Laws and Regulations, 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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6.12 Miscellaneous Provisions

A. Notices: Any notice required under this Agreement will be in writing, and delivered: in person (by commercial courier or otherwise); by registered or certified mail; or by e-mail to the recipient, with the words "Formal Notice" or similar in the e-mail's subject line. All such notices are effective upon the date of receipt.

B. Survival: Subject to applicable Laws and Regulations, 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 will be deemed stricken, and all remaining provisions will continue to be valid and binding upon Owner and Engineer.

D. No Waiver: A party's non-enforcement of any provision will not constitute a waiver of that provision, nor will 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 will be deemed to have accrued, and all statutory periods of limitation will commence, no later than the date of Substantial Completion; or, if Engineer's services do not include Construction Phase services, or the Project is not completed, then no later than the date of Owner's last payment to Engineer.

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 Article 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 Article 1 of Exhibit A of this Agreement.

6. Bidding/Proposal Documents—Documents related to the selection of the Contractor, including advertisements or invitations to bid; requests for proposals; instructions to

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bidders or proposers, including any attachments such as lists of available Site-related documents; bid forms; bids; proposal forms; proposals; bidding requirements; and qualifications documents.

7. 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.

8. 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.

9. Constituents of Concern—Asbestos, petroleum, radioactive materials, polychlorinated biphenyls (PCBs), lead-based paint (as defined by the HUD/EPA standard), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to Laws and Regulations regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

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

11. Construction Contract Documents—Those items designated as "Contract Documents" in the Construction Contract, and which together comprise the Construction Contract. See also definition of "Front-End Construction Contract Documents" below.

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

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

14. 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.

15. Constructor—Any person or entity (not including the Engineer, its employees, agents, representatives, or Subconsultants, or Engineer's Subcontractors), performing or supporting construction activities relating to the Project, including but not limited to Contractors, Subcontractors, Suppliers, Owner's work forces, utility companies, other

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contractors, construction managers, design-builders, testing firms, shippers, and truckers, and the employees, agents, and representatives of any or all of them.

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

17. Documents—All documents expressly identified as deliverables in this Agreement, whether in printed or Electronic Document form, required by this Agreement to be provided or furnished by Engineer to Owner. Such specifically required deliverables may include, by way of example, Drawings, Specifications, data, reports, building information models, and civil integrated management models.

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. Electronic Document—Any Project-related correspondence, attachments to correspondence, data, documents, drawings, information, or graphics, including but not limited to Shop Drawings and other Submittals, that are in an electronic or digital format.

21. Electronic Means—Electronic mail (e-mail), upload/download from a secure Project website, or other communications methods that allow: (a) the transmission or communication of Electronic Documents; (b) the documentation of transmissions, including sending and receipt; (c) printing of the transmitted Electronic Document by the recipient; (d) the storage and archiving of the Electronic Document by sender and recipient; and (e) the use by recipient of the Electronic Document for purposes permitted by this Agreement. Electronic Means does not include the use of text messaging, or of Facebook, Twitter, Instagram, or similar social media services for transmission of Electronic Documents.

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

23. Engineer's Subcontractor—An individual, firm, vendor, or other entity having a contract with Engineer to furnish general services, equipment, or materials with respect to the Project as an independent contractor.

24. 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.

25. Front-End Construction Contract Documents—Those Construction Contract Documents whose primary purpose is to establish legal and contractual terms and conditions, typically including the Owner-Contractor agreement, bonds, general conditions, and supplementary conditions. The term excludes the Drawings and Specifications, and any Construction Contract Documents delivered or issued after the effective date of the Construction Contract.

26. 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.

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27. 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.

28. 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.

29. Record Drawings—Drawings depicting the completed Project, or a specific portion of the completed Project, prepared by Engineer 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.

30. 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 (RPR) includes any assistants or field staff of the RPR.

31. 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.

32. 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.

33. 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.

34. 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.

35. Subconsultant—An individual, design firm, consultant, or other entity having a contract with Engineer to furnish professional services with respect to the Project as an independent contractor.

36. 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.

37. Submittal—A written or graphic document, prepared by or for Contractor, which the Construction Contract Documents require Contractor to submit to Engineer, or that is indicated as a Submittal in the Schedule of Submittals accepted by Engineer. Submittals may include Shop Drawings and Samples; schedules; product data; Owner-delegated designs; sustainable design information; information on special procedures; testing plans; results of tests and evaluations, source quality-control testing and inspections,

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and field or Site quality-control testing and inspections; warranties and certifications; Suppliers' instructions and reports; records of delivery of spare parts and tools; operations and maintenance data; Project photographic documentation; record documents; and other such documents required by the Construction Contract Documents. Submittals, whether or not approved or accepted by Engineer, are not Construction Contract Documents. Change Proposals, Change Orders, Claims, notices, Applications for Payment, and requests for interpretation or clarification are not Submittals.

38. 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.

39. 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.

40. 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 and private utilities (including relocation if not part of Construction Cost), 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.

41. Underground Facilities—All active or not-in-service underground lines, pipelines, conduits, ducts, encasements, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or systems at the Site, including but not limited to those facilities or systems that produce, transmit, distribute, or convey telephone or other communications, cable television, fiber optic transmissions, power, electricity, light, heat, gases, oil, crude oil products, liquid petroleum products, water, steam, waste, wastewater, storm water, other liquids or chemicals, or traffic or other control systems. An abandoned facility or system is not an Underground Facility.

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

43. 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.

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B. Terminology

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 to Agreement

The following exhibits are incorporated by reference and included as part of this Agreement:

A. Exhibit A, Engineer’s Services.

B. Exhibit B, Deliverables Schedule.

C. Exhibit C, Owner’s Responsibilities

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

E. Exhibit E, Notice of Acceptability of Work

F. Exhibit F, NOT USED

G. Exhibit G, Insurance.

H. Exhibit H, Subaward Terms and Conditions for Contracted Parties

I. Exhibit I, Appendix II to Part 200 – Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

J. Exhibit J, Payments to Engineer for Services.

K. Exhibit K, Amendment to Owner-Engineer Agreement

8.02 Total Agreement

A. This Agreement (which includes the exhibits listed above) constitutes the entire contractual 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.

8.03 Designated Representatives

A. With the execution of this Agreement, Engineer and Owner shall each designate a specific individual to act as representative under this Agreement. Such an individual must have authority to transmit instructions, receive information, and render decisions with respect to this Agreement on behalf of the party that 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 anything of value likely to influence the action of a public official in the selection process or in the Agreement execution;

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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.

8.05 Conflict of Interest

A. Nothing in this Agreement will be construed to create or impose any duty on the part of Engineer that would be in conflict with Engineer's paramount obligations to the public health, safety, and welfare under the professional practice requirements governing Engineer, its Subconsultants, and all licensed professionals employed by Engineer or its Subconsultants.

B. If during the term of this Agreement a potential or actual conflict of interest arises or is identified:

1. Engineer and Owner together will make reasonable, good faith efforts to avoid or eliminate the conflict of interest; to mitigate any adverse consequences of the conflict of interest; and, if necessary and feasible, to modify this Agreement to address the conflict of interest and its consequences, such that progress under the Agreement may continue.

2. Such efforts will be governed by applicable Laws and Regulations and by any pertinent Owner's policies, procedures, and requirements (including any conflict of interest resolution methodologies) provided to Engineer under Paragraph 2.04.A of this Agreement.

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This Agreement's Effective Date is **February 6, 2024, or the date executed by City of Gulfport (whichever is later).**

Owner:		Engineer:	
City of Gulfport		Covington Civil and Environmental, LLC	
(name of organization)		(name of organization)	
By:		By:	
(individual's signature)		(individual's signature)	
Date:		Date:	January 25, 2024
(date signed)		(date signed)	
Name:	Billy Hewes	Name:	Ben Benvenutti
(typed or printed)		(typed or printed)	
Title:	Mayor	Title:	Principal Engineer
(typed or printed)		(typed or printed)	
Address for giving notices:		Address for giving notices:	
P.O. Box 1780		2300 14th Street	
Gulfport, MS 39571		Gulfport, MS 39501	
Designated Representative:		Designated Representative:	
Name:	Jeremy Harrison	Name:	Ben Benvenutti
(typed or printed)		(typed or printed)	
Title:	City Engineer	Title:	Principal Engineer
(typed or printed)		(typed or printed)	
Address:		Address:	
4050 Hewes Avenue		2300 14th Street	
Gulfport, MS 39571		Gulfport, MS 39501	
Phone:	228-868-5805	Phone:	228-396-0486
Email:	wmiller@gulfport-ms.gov	Email:	Ben@ccellc.us

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Article 1 of the Agreement, Services of Engineer, is supplemented to include the following provisions:

Baseline Information: Owner has furnished the following Project information to Engineer as of the Effective Date. Engineer's scope of services has been developed based on this information. As the Project moves forward, some of the information may change or be refined, and additional information will become known, resulting in the possible need to change, refine, or supplement the scope of services.

Project Title:	North Gulfport Wastewater Treatment Plant – Headworks Replacement
Type and Size of Facility:	The existing headworks structure includes an influent station where three pipes consisting of the 36-inch influent force main, a 14-inch pipe conveying filtrate and septage flow, and a 12-inch pipe carrying the plant drain from filter backwash are connected. The headworks consists of two mechanical screens, a manual bar screen, and grit removal system.
Description of Improvements:	The headworks screens and grit system at the North Gulfport WWTF have reached the end of their useful life and do not have capacity to handle current peak flows above 25 MGD. The scope of work includes the replacement of the entire headworks structure including new mechanical screens and grit removal system. The design flows are 23 MGD average and 46 MGD Peak as set by the Owner and HCUA. Engineer shall be responsible for all MCWI/ARPA grant management requirements. Any additional MDEQ contract provisions will be included through an amendment to the contract.

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

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ARTICLE 1—BASIC SERVICES

1.01 Study and Report Phase

A. Engineer shall use the previously completed "HCUA Water and Resources Plan – Phase II" for this project and no additional report is required.

1.02 Preliminary Design Phase

1. 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:

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

b. 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.

c. 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. 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.

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

e. 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.

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

g. 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.

h. 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

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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.

i. Perform or provide the following other Preliminary Design Phase tasks or deliverables: None

j. Furnish two review copies of the Preliminary Design Phase documents, opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables to Owner within 120 days of authorization to proceed with this phase, and review them with Owner. Within 14 days of receipt, Owner shall submit to Engineer any comments regarding the furnished items.

k. If required by Owner, 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 two copies of the revised Preliminary Design Phase documents, revised opinion of probable Construction Cost, and any other deliverables within 21 days after receipt of Owner's comments.

2. 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 or on the date Owner's comments are received if revised Preliminary Design Phase documents are not required.

1.03 Final Design Phase

A. After acceptance by Owner of the Preliminary Design Phase documents and any other Preliminary Design Phase deliverables; issuance by Owner of any instructions for specific modifications or changes in the scope, extent, character, or design requirements of the Project desired by Owner; and any necessary changes, refinements, and supplementation of the Baseline Information set forth at the beginning of this Exhibit A, Engineer and Owner shall discuss, resolve, and document any necessary revisions to Engineer's scope of services, compensation (through application of the provisions regarding Additional Services, or otherwise), and the time for completion of Engineer's services, resulting from specific modifications to the Project, or changes, refinements, or supplementation of the Baseline Information.

1. 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 **1.** If more prime contracts are awarded, Engineer shall be entitled to an equitable increase in its compensation under this Agreement.

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2. If more than one prime construction contract is to be awarded for the Work designed or specified by Engineer, then Owner shall define and set forth (in an exhibit to this Agreement, or in a subsequent document) the duties, responsibilities, and limitations of authority of a person or entity that will have authority and responsibility for coordinating the activities among the various prime Contractors, and any resulting changes in the duties, responsibilities, and authority of Engineer.

3. In the event that the Work designed or specified by Engineer is to be performed or furnished under more than one prime construction 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/Proposal, Construction, and Post-Construction Phases in order to sequence and coordinate properly such services as are applicable under such separate prime construction contracts. This schedule is to be prepared and included in or become an amendment to Exhibit A whether or not the work under such construction contracts is to proceed concurrently.

B. Upon written authorization from Owner, Engineer shall prepare final Drawings and Specifications indicating the scope, extent, and character of the Work to be performed and furnished by Contractor, in accordance with the Preliminary Design Phase documents (as revised) and other Preliminary Design Phase deliverables. As part of the preparation of the Drawings and Specifications, Engineer shall prepare interim drafts and final Drawings and Specifications as follows:

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 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.

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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, two 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 120 days of authorization to proceed with the Final Design Phase, and review them with Owner. Within 14 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 two final copies of such documents to Owner within 21 days after receipt of Owner's comments and instructions.

C. Engineer shall prepare or assemble draft Bidding/Proposal Documents and Front-End Construction Contract Documents as follows:

1. Such documents will be based on the 2018 EJCDC Construction Documents, and on the specific bidding or Contractor selection-related instructions and forms, contract forms, text, or other content received from Owner.

2. When Engineer is required to use other than the 2018 EJCDC Construction Documents, then as required in the Preliminary Design Phase Owner will furnish to Engineer a copy of the required documents to be used for the Project's Bidding/Proposal Documents and Front-End Construction Contract Documents. Prior to the first Final Design Phase submittal, Engineer will review the bidding and contracting documents furnished by Owner and provide comments to Owner. Engineer will meet with Owner to discuss Engineer's comments. Owner will consider Engineer's recommendations to revise Owner's documents for the Project.

3. Engineer will furnish to Owner, for review by Owner's legal counsel, the draft Bidding/Proposal Documents and Front-End Construction Contract Documents. Owner and Owner's legal counsel must transmit to Engineer, in a timely manner, one coordinated set of comments and revisions to the draft documents.

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D. 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; assembled drafts of the Front-End Construction Contract Documents; the draft Bidding/Proposal Documents; and any other Final Design Phase deliverables, as revised.

1.04 Bidding/Proposal Phase

A. After acceptance by Owner of the final Drawings and Specifications; assembled drafts of other Construction Contract Documents, including the draft Front-End Construction Contract Documents; the draft Bidding/Proposal Documents; the most recent opinion of probable Construction Cost as determined in the Final Design Phase, and any other Final Design Phase deliverables, 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 Bidding/Proposal Documents and proposed Construction Contract Documents to prospective contractors; if 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, if any, for the issued documents.

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

3. 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 Exhibit A Paragraph 2.01 and 2.02.

4. Attend the bid opening; prepare bid tabulation sheets; and assist Owner in evaluating bids or proposals, assembling final Construction Contracts for the Work for execution by Owner and Contractor, and in preparing notices of award to be issued by Owner for such contracts.

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

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

7. Consult with Owner as to the qualifications of subcontractors, 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.

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/Proposal Phase tasks or deliverables:

   a. **N/A**

10. The Bidding/Proposal Phase will be considered complete upon award of Construction Contracts for the Work and commencement of the Construction Phase, or upon cessation of negotiations with prospective contractors.

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1.05 Construction Phase

A. Upon successful completion of the Bidding/Proposal Phase, and upon written authorization from Owner, Engineer shall provide the following services:

1. General Administration of Construction Contract: Consult with Owner and act as Owner's representative as provided in this Agreement and the Construction Contract. Unless otherwise set forth in the scope of Basic Services (as duly modified), 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 (2018) or other construction general conditions specified in this Agreement. Except as otherwise provided in the Construction Contract, Owner's communications to Contractor will be issued through Engineer.

    a. If the responsibilities of Engineer as set forth in the Construction Contract are greater than those Construction Phase services expressly required of Engineer in Exhibit A Paragraph 1.06, as duly modified, then Owner shall either (1) expand the scope of the Construction Phase services to match those of the Construction Contract, and compensate Engineer for any related increases in the cost to provide Construction Phase services, pursuant to the provisions for compensating Additional Services, or (2) identify a qualified individual or entity (other than Engineer) responsible for the additional responsibilities in the Construction Contract.

    b. 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, or if Owner requires Engineer's services for construction that extends longer than the anticipated Construction Contract Times, then Owner shall compensate Engineer for any related increases in the cost to provide Construction Phase services, pursuant to the provisions for compensating Additional Services.

    c. Engineer shall not be required to furnish or perform services contrary to Engineer's responsibilities as a licensed professional.

2. Resident Project Representative (RPR): Provide the services of an RPR at the Site to assist 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.

3. Independent Testing Laboratory: An independent testing laboratory to perform required testing services shall be included in the construction contract.

4. Pre-Construction Conference: Participate in a pre-construction conference prior to commencement of Work at the Site; prepare and distribute agenda for the conference and prepare and distribute minutes of such conference.

5. Electronic Transmittal Protocols: If the Construction Contract does not establish protocols for transmittal of Electronic Documents by Electronic Means, then Owner, Engineer, and Contractor shall jointly develop such protocols.

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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, and, subject to the criteria of the Construction Contract, 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. Advise Contractor in writing of Engineer's comments or acceptance of schedules.

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 the Work, 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, including its RPR, 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 its RPR, 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. Engineer will make a report of Engineer's visit, summarizing Engineer's general observations and any significant findings.

    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 by this Agreement 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 will not, during such visits or as a result of such observations of the Work, supervise, direct, or have control over the Work, nor will Engineer have authority over or responsibility for the means, methods, techniques,

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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: If, on the basis of Engineer's/Owner's observations or as indicated in documentation available to Engineer, Engineer believes that any part of the Work is defective under the terms and standards set forth in the Construction Contract Documents, Engineer will promptly issue written notice to Contractor (with copy to Owner) of such defective Work. Such notice will communicate the scope, extent (to Engineer's understanding) of defect, and associated provisions of the Construction Contract Documents.

    a. Provide recommendations to Owner regarding whether Contractor should correct such Work or remove and replace such Work, or whether Owner should consider accepting the defective Work in accordance with the provisions of the Construction Contract Documents. Engineer shall give notice to Contractor regarding whether the defective Work should be repaired, replaced, or will be accepted by Owner.

    b. However, Engineer's authority to provide this information to Owner or Engineer's decision to exercise or not exercise such authority will not give rise to a duty or responsibility of the Engineer to Contractors, Subcontractors, material and equipment suppliers, their agents or employees, or any other person(s) or entities performing any of the Work, including but not limited to any duty or responsibility for Contractors' or Subcontractors' safety precautions and programs incident to the Work.

11. Compatibility with Design Concept: If Engineer/Owner 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 (a) the performance or acceptability of the Work under the Construction Contract Documents, (b) the design (as set forth in the Drawings, Specifications, or otherwise), or (c) other engineering or technical matters,

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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. 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 must 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.

17. Differing Site Conditions: Respond to any notice from Contractor of differing site conditions, including conditions relating to Underground Facilities such as utilities, and hazardous environmental conditions. Promptly conduct reviews and prepare findings, conclusions, and recommendations for Owner's use subject to limitations of Engineer's obligations under this Agreement.

18. Contractor's Submittals: Review and approve or take other appropriate action with respect to required Contractor Submittals, but only to determine if the items covered by the Submittals will, after installation or incorporation in the Work, comply with the requirements of the Construction Contract Documents, and for 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.

19. Substitutes and "Or-equals": Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor, but subject to the provisions of Exhibit A Paragraph 2.01.A.2.

20. 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 whether 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

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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 additional inspections or testing of the Work, whether or not the Work is fabricated, installed, or completed.

21. Contractor's 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 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, within the limits 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.

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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 Exhibit A Paragraph 1.06.B.20. 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 will be to check that Contractor has submitted a complete set of those documents that Contractor is required to submit.

23. Substantial Completion: Promptly after notice from Contractor that Contractor considers the entire Work ready for its intended use, visit the Site in company with Owner and Contractor 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, 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:

    a. Engineer shall perform MCWI/ARPA grant management and project closeout.

25. Completion and Acceptability of the Work: After notice from Contractor that the Work is complete:

    a. visit the Site with Owner and Contractor to determine if the Work is in fact complete and acceptable;

    b. notify Contractor of any part of the Work that is found during the visit to be incomplete or defective, and subsequently confirm that Contractor has corrected any such deficiencies;

    c. follow the procedures in the Construction Contract regarding review and response to Contractor's application for final payment and accompanying documentation; and

    d. if Engineer is satisfied that the Work is complete and acceptable, provide a notice to Owner and Contractor using EJCDC® C-626, Notice of Acceptability of Work (attached as Exhibit E), stating that the Work is acceptable (subject to the provisions of the Notice and this Exhibit A) within the limits 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

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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 Contractor. If the Project involves more than one prime contract as indicated in Exhibit A Paragraph 1.04.A.1, 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.

1.06 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.

3. Perform or provide the following other Post-Construction Phase tasks or deliverables:

a. Survey grade as-builts in .pdf and .dwg format

B. The Post-Construction Phase services may commence during the Construction Phase and, if not otherwise modified in this Exhibit A, will terminate 12 months after the commencement of the Construction Contract's correction period.

ARTICLE 2—ADDITIONAL SERVICES

2.01 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. These services are not included as part of Basic Services and will be paid for by Owner through a supplemental agreement.

1. Substantive design and other technical services in connection with Work Change Directives, Change Proposals, and Change Orders to reflect changes requested by Owner.

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2. Services essential to the orderly progress of the Bidding/Proposal and Construction Phases and not wholly quantifiable prior to those Phases or otherwise dependent on the actions of prospective individual bidders or contractors and including:

    a. making revisions to Drawings and Specifications occasioned by the acceptance of substitute materials or equipment other than “or equal” items;

    b. 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;

    c. evaluation and determination of an excessive number of proposed "or equals" or substitutions, whether proposed before or after award of the Construction Contract; and

    d. providing to the Contractor or Owner additional or new information not previously prepared or developed by the Engineer for their use in applying for or obtaining required permits and licenses, in responding to agency comments on such applications, or in the administration of any such permits or licenses.

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.

2.02 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 through a supplemental agreement.

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

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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 Exhibit A Paragraph 1.02.A.1.

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 development, management, and other services in support of building information modeling or civil integrated management.

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

    a. All-hazards risk assessments and other studies to evaluate the feasibility of enhancing the resiliency of the design;

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

    c. 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;

    d. preparation of appraisals;

    e. with respect to proprietary systems or processes requiring licensing, providing services necessary to assist Owner in obtaining such licensing.

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

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

8. Furnishing services of Subconsultants or Engineer's Subcontractors for other than Basic Services.

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9. Providing data or services of the types described in Article 2, 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 Exhibit A.

    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 (Article 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 constructability 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); preparing pre-qualification procedures and documents, and participating in pre-qualifying prospective Bidders; and preparing Construction Contract Documents for alternate bids.

14. Assistance in connection with bid protests, rebidding, or renegotiating contracts for construction, materials, equipment, or services.

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

16. Services to assist Owner in developing or modifying protocols for transmittal of Electronic Documents by Electronic Means after the effective date of this Agreement, either by revising or adapting Exhibit F to the Project or implementing other Electronic Documents protocols among Project participants.

17. 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.

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.

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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, or producing documents for or on behalf of, Owner in any litigation, arbitration, mediation, lien or bond claim, or other legal or administrative proceeding involving the Project (but not including disputes between Owner and Engineer).
25. Other additional services performed or furnished by Engineer not otherwise provided for in this Agreement.

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EXHIBIT B—DELIVERABLES SCHEDULE

Paragraphs 2.04.E, 3.02.A, and Exhibit A of the Agreement are supplemented by the following paragraph and table.

Engineer shall furnish Documents to Owner as required in Column 2 of the following table (and as further described in Exhibit A), according to the schedule in Column 4. Owner shall comment or take other identified actions with respect to the Documents as indicated in Column 2 (and as further described in Exhibit A), according to the schedule in Column 4.

Party	Action	Exhibit A Reference	Schedule
Engineer	Submit **1** review copies of the Preliminary Design documents, opinion of probable Construction Cost, and other Preliminary Design Phase deliverables to Owner.	1.02	Within **120** days of Owner's authorization to proceed with Preliminary Design Phase services.
Owner	Submit comments regarding Preliminary Design documents, opinion of probable Construction Cost, and other Preliminary Design Phase deliverables to Engineer.	1.02	Within **14** days of the receipt from Engineer of Preliminary Design documents, opinion of probable Construction Cost, and other Preliminary Design Phase deliverables.
Engineer	Submit **1** copies of the revised Preliminary Design documents, opinion of probable Construction Cost, and other Preliminary Design Phase deliverables to Owner.	1.02	Within **21** days of the receipt of Owner's comments regarding the Preliminary Design documents, opinion of probable Construction Cost, and other Preliminary Design Phase deliverables.
Engineer	Submit **1** copies of the Final Design Phase draft of Drawings and Specifications to Owner.	1.03	Within **120** days of Owner's authorization to proceed with Final Design Phase services.
Owner	Submit comments and instructions regarding the first Final Design Phase draft of Drawings and Specifications to Engineer.	1.03	Within **14** days of the receipt of the first final Design Phase drafts of Drawings and Specifications from Engineer.
Engineer	Submit to Owner: **1** copies of the revised final, completed, pricing-ready and construction-ready Drawings and Specifications; and **1** of copies of assembled Bidding/Proposal and Front-End Construction Contract Documents, and any other Final Design Phase deliverables.	1.03	Within **21** days of receipt of Owner's final comments and instructions regarding the regarding the final, completed, pricing-ready and construction-ready Drawings and Specifications, the Bidding/Proposal and Front-End Construction Contract Documents, and any other Final Design Phase deliverables.

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EXHIBIT C - OWNER'S RESPONSIBILITIES

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

2.06 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. 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.

E. 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.

F. 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.

G. 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

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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.

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

I. 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.

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

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

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

M. 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.

N. 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.

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

P. Perform or provide the following: None.

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EXHIBIT D—DUTIES, RESPONSIBILITIES, AND LIMITATIONS OF AUTHORITY OF RESIDENT PROJECT REPRESENTATIVE

ARTICLE 1—RESIDENT PROJECT REPRESENTATIVE SERVICES

Article 1 of the Agreement, Services of Engineer, and Exhibit A, Engineer's Services, are supplemented to include Exhibit D Paragraphs 1.01, 1.02, and 1.03, as follows:

1.01 Resident Project Representative

A. Engineer shall furnish a Resident Project Representative ("RPR") to observe progress and quality of the Work. The RPR may 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. Subject to the scope of RPR's observations of the Work, which may include field checks of materials and installed equipment, Engineer shall endeavor to identify defects and deficiencies in the Work. However, Engineer shall not, as a result of such RPR observations of the Work, supervise, direct, inspect, 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 performance 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 1.05 are applicable.

1.02 Duties and Responsibilities of RPR

A. The duties and responsibilities of the RPR are as follows:

1. General: RPR's dealings in matters pertaining to the Work in general will be with 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, Samples, and other Submittals

    a. Receive Samples that are furnished at the Site by Contractor.

    b. Receive Contractor-approved Shop Drawings.

    c. Receive other Submittals from Contractor.

    d. Record date of receipt of Samples, Contractor-approved Shop Drawings, and other Submittals.

    e. Notify Engineer of availability of Samples for examination, and forward Contractor-approved Shop Drawings and other Submittals to Engineer. When appropriate recommend distribution of Submittal to specified Subconsultants.

    f. 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 Modifications: 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,

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removed and replaced, or accepted as provided in the Construction Contract Documents.

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.

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.

f. Nothing in this Agreement will be construed to require RPR to conduct inspections.

11. Records

a. Maintain at the Site orderly files for correspondence, reports of job conferences, copies of Construction Contract Documents including all Change Proposals, 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 Proposals, 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.

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d. Record and maintain accurate, up-to-date lists of the company names and points of contact for Contractors, Subcontractors, and major Suppliers of materials and equipment.

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 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 responses to or make recommends on Change Proposals, 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 appropriate parties of the occurrence of any Site accidents, emergencies, natural catastrophes 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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1.03 Limitations of Authority

A. 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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ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE



NOTICE OF ACCEPTABILITY OF WORK

PROJECT:

OWNER:

CONTRACTOR:

OWNER'S CONSTRUCTION CONTRACT IDENTIFICATION:

EFFECTIVE DATE OF THE CONSTRUCTION CONTRACT:

ENGINEER:

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 _____, and the following terms and conditions of this Notice:

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.

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EXHIBIT G—INSURANCE

ARTICLE 1—INSURANCE

Paragraph 6.04 of the Agreement, Insurance, is supplemented to include the following Exhibit G Paragraphs 1.01 and 1.02:

1.01 Insurance Policies and Limits

A. In accordance with Paragraph 6.04.A of the Agreement, the insurance that Engineer must procure and maintain, and the policy limits of such insurance, are as follows:

Coverage	Policy limits of not less than:
Workers' Compensation	
State	Statutory
Employer's Liability	
Each accident	$100,000
Each employee	$100,000
Policy limit	$500,000
Commercial General Liability	
General Aggregate	$2,000,000
Personal and Advertising Injury	$1,000,000
Bodily Injury and Property Damage—Each Occurrence	$1,000,000
Automobile Liability	
Bodily Injury	
Each Person	$1,000,000
Each Accident	$1,000,000
Property Damage	
Each Accident	$1,000,000
Or	
Combined Single Limit	
Combined Single Limit (Bodily Injury and Property Damage)	$1,000,000
Excess or Umbrella Liability	
Each Occurrence	$2,000,000
General Aggregate	$2,000,000
Professional Liability	
Each Claim	$1,000,000
Annual Aggregate	$1,000,000
Unmanned Aerial Vehicle Liability Insurance	
Each Claim	$
General Aggregate	$
Other Insurance [Specify]	
Each Claim	$NA
General Aggregate	$NA

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EXHIBIT H— 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.

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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

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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

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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.

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EXHIBIT I — APPENDIX II TO 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 U.S.C. 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 U.S.C. 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.

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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 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 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 CFR 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.

(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 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 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 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 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

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under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 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 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 non-Federal award.

(J) See § 200.323.

(K) See § 200.216.

(L) See § 200.322.

1.

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EXHIBIT J—PAYMENTS TO ENGINEER FOR SERVICES AND REIMBURSABLE EXPENSES

COMPENSATION PACKET BC-1: BASIC SERVICES—LUMP SUM

ARTICLE 1—COMPENSATION PACKET BC-1: BASIC SERVICESLUMP SUM

Article 2 of the Agreement is supplemented to include the following Exhibit J Paragraph 1.01:

1.01 Compensation for Basic Services— 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 $2,185,000.00 based on the following estimated distribution of compensation:

a.	Study and Report Phase	$0.00
b.	Preliminary Design Phase	$630,000.00
c.	Final Design Phase	$675,000.00
d.	Bidding and Negotiating Phase	$40,000.00
e.	Construction Phase including RPR	$825,000.00
f.	Post-Construction Phase	$15,000.00

2. Engineer may alter the distribution of compensation between individual phases noted herein, but shall not exceed the total Lump Sum amount unless approved in writing by the Owner.

3. 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, and Consultant charges.

4. Reimbursable Expenses are included in the Lump Sum Fee.

5. The portion of the Lump Sum amount billed for Engineer's services will be based upon Engineer's estimate of the percentage complete of each phase identified above.

6. The Lump Sum includes all grant management and grant compliance throughout the period of service.

Period of Service*:* The compensation amount stipulated in Compensation Packet BC-1 is conditioned on a period of service not exceeding 10 months for Design Phase and Bidding Phase Services and an estimated 12 months for Construction Phase Services.

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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 J.

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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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 6th day of February, 2024, the following Resolution:

A RESOLUTION BY THE GULFPORT CITY COUNCIL TO APPROVE AWARD TO AND ENGINEERING SERVICES CONTRACT WITH COVINGTON CIVIL AND ENVIRONMENTAL, LLC, FOR ENGINEERING SERVICES IN CONNECTION WITH THE NORTH GULFPORT WASTEWATER TREATMENT PLANT SAND FILTERS PROJECT, AND FOR RELATED PURPOSES

WHEREAS, the City of Gulfport desires to undertake the North Gulfport Wastewater Treatment Plant Sand Filters Project, a project intended to replace the sand filter and anthracite system at the North Gulfport Wastewater Treatment Plant.; and

WHEREAS, pursuant to authority of this City Council, the City solicited proposals for the North Gulfport Wastewater Treatment Plant Sand Filters Project and received proposals from five (5) firms; and

WHEREAS, after referral to and grading by a selection committee, Covington Civil and Environmental, LLC, was selected as the highest scoring firm (see January 2, 2024, minutes) and recommended for award Jeremy Harrison, City Engineer, as set forth in the supporting documentation; and

WHEREAS, the Council finds that it is in the best interest of the City to award the contract for engineering services related to the North Gulfport Wastewater Treatment Plant Sand Filters Project to Covington Civil and Environmental, LLC, and to approve an agreement with Covington Civil and Environmental, LLC, subject to final approval of the Legal Department, concerning the same (see Exhibit "A" attached hereto).

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

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

SECTION 2. That the award of the contract for engineering services related to the North Gulfport Wastewater Treatment Plant Sand Filters Project., be and the same is hereby approved and the proposed Engineering Services Contract between Covington Civil and Environmental, LLC, and the City be and it is hereby approved in substantially the form found at Exhibit "A" hereto, subject to final approval of the Legal Department, and found to be in the best interest of the City, and the Mayor (or his designee) is, hereby, authorized to execute the same on behalf of the City of Gulfport.

SECTION 3. That this Resolution be, and it is hereby ordered to be spread on the minutes of the governing Authority, and to be in full force and effect immediately upon its passage and enactment according to law.

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

YEAS:	**NAYS:**	**ABSENT:**
Roland	**None**	**Casey**
Walker		**Holmes-Hines (out)**
Sharp		
Flowers		
Kosloski		

WHEREUPON the President declared the motion carried and the Resolution adopted, this the 6th day of February, 2024.

CITY OF GULFPORT SEAL MISSISSIPPI

ATTEST:

Brittany Rodgers, Clerk of Council

ADOPTED:

F.B. "Rusty" Walker, IV, President

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 7th day of February, 2024.

APPROVED:

Billy Hewes, Mayor

Memorandum – City of Gulfport

ENGINEERING

To: Mayor Billy Hewes and Members of the City Council

CC: Wayne Miller, CAO
Todd Harman, CPA, Director of Finance and Accounting
Tyler Gentry, Director of Public Works
Lee Wood, Project Manager
Jessica Versiga, Purchasing Agent
Legal Department

From: Jeremy R. Harrison, P.E., Director of Engineering

Date: January 29, 2024

Re: **Recommendation to Approve Engineering Services Contract**
- Covington Civil & Environmental, LLC
- North Gulfport Wastewater Treatment Plant - Sand Filters (MCWI)

Attached for your consideration is the Engineering Services Contract for the referenced project in the not-to-exceed amount of $ 1,630,000.00. 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.

The Project includes replacement of the sand filter and anthracite system at the North Gulfport Wastewater Treatment Plant. The total cost of engineering and construction for this project is $11,082,125.92. The project is 100% funded by the Mississippi Municipality and County Water Infrastructure "MCWI" and the American Rescue Plan Act "ARPA".

I recommend this contract pending a full MDEQ review and contract approval.

Attachments:

1) Ben Benvenutti, P.E., Principle Engineer, letter dated January 29, 2024
2) Engineering Services Contract

COVINGTON
CIVIL AND ENVIRONMENTAL

January 29, 2024

Mr. Jeremy Harrison
Director of Engineering
4050 Hewes Ave
Gulfport, MS 39501

Re: North Gulfport Wastewater Treatment Plant – Sand Filter Project

Dear Mr. Harrison:

Covington Civil & Environmental LLC (Covington) is pleased to furnish the City of Gulfport our contract to provide engineering services to complete the Sand Filter Replacement Project at the North Gulfport WWTP. Our team, which includes process and structural engineers who designed the original North Plant are ready to serve the City of Gulfport. We look forward to working with the City to complete this important project on time and within budget.

Sincerely,



Benjamin Benvenutti, P.E.
Principal Engineer
Covington Civil & Environmental, LLC

Fax: (228) 396-0487
2300 14th Street
Gulfport, Mississippi 39501
Phone: (228) 396-0486

Billy Hewes, Mayor

Gulfport City Council

Kenneth L. Casey, SR
Ward 1

F.B. 'Rusty' Walker, IV
Ward 4

Ron Roland
Ward 2

Myles Sharp
Ward 5

Ella Holmes-Hines
Ward 3

Robert 'R.Lee' Flowers
Ward 6

Richard Kosloski
Ward 7

Agreement for:

North Gulfport Wastewater Treatment Plant – Sand Filter Project

February 2024

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AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

Prepared by









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AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

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AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

This is an Agreement between **City of Gulfport** (Owner) and **Covington Civil and Environmental, LLC** (Engineer). Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as **North Gulfport Wastewater Treatment Plant – Sand Filters** (Project). Other terms used in this Agreement are defined in Article 7. Engineer's services under this Agreement are generally identified as design phase services including preparation of contract documents (plans and specifications), bid phase services for project award, construction phase services including processing of progress payments and project representative 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 Project Information

A. To the extent Owner has not already provided the following, or has new, additional, or revised information from that previously provided, Owner shall provide Engineer with information and data needed by Engineer in the performance of Basic and Additional Services, including Owner's:

1. design objectives and constraints;
2. space, capacity, and performance requirements;
3. flexibility and expandability needs;
4. design and construction standards;
5. budgetary limitations; and
6. 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.

B. Following Engineer's assessment of initially-available Project information and data and upon Engineer's request, Owner shall obtain, furnish, or otherwise make available (if necessary through 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; or, with consent of Engineer, Owner may authorize the Engineer to obtain or provide all or part of such additional information as Additional Services. Such additional information or data may include the following:

1. Property descriptions.
2. Zoning, deed, and other land use restrictions.
3. Explorations and tests of subsurface conditions at or adjacent to the Site; geotechnical reports and investigations; drawings of physical conditions relating to existing surface

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or subsurface structures at the Site; hydrographic surveys, laboratory tests and inspections of samples, materials, and equipment; appropriate professional interpretation of such information or data.

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

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

C. Owner shall 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.

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

E. Owner shall advise Engineer if any invention, design, process, product, or device that Owner has requested, required, or recommended for inclusion in the Drawings or Specifications will be subject to payment (whether by Owner or Contractor) of any license fee or royalty to others, as required by patent rights or copyrights.

F. Owner shall inform Engineer as to whether Engineer's assistance is requested with respect to Owner's evaluation of the possible use of Project Strategies, Technologies, and Techniques, as defined in Exhibit A.

2.02 Owner's Instructions Regarding Bidding/Proposal and Front-End Construction Contract Documents

A. Owner shall 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) and Owner's construction contract practices and requirements, and furnish to Engineer (or give specific directions requesting Engineer to use copies already in Engineer's possession) the following:

1. Owner's standard contract forms, general conditions (if other than the current edition of EJCDC® C-700, Standard General Conditions of the Construction Contract), supplementary conditions, text, and related documents and content for Engineer to include in the draft Bidding/Proposal Documents, and in draft Front-End Construction Contract Documents;

2. insurance and bonding requirements;

3. protocols for electronic transmittals during bidding and construction;

4. Owner's safety and security programs applicable to Contractor and other Constructors;

5. diversity and other social responsibility requirements;

6. bidding and contract requirements of funding, financing, or regulatory entities;

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7. other specific conditions applicable to the procurement of construction or contract documents;

8. any other information necessary for Engineer to assist Owner in preparing its Bidding/Proposal Documents and Front-End Construction Contract Documents.

B. Owner shall have responsibility for the final content of (1) such Bidding/Proposal Documents, and (2) such Front-End Construction Contract Documents, other than content furnished by Engineer concerning the design (as set forth in the Drawings, Specifications, or otherwise) or other engineering or technical matters.

1. 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. If there will be an advertisement soliciting bids for construction, Owner shall place and pay for such advertisement.

2.03 Owner-Furnished Services

A. Recognizing and acknowledging that Engineer's services and expertise do not include the following services, Owner shall obtain, as required for the Project:

1. Accounting, bond and financial advisory services (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, including attorney review of proposed Construction Contract Documents, legal services required by Owner, legal services needed as a result of issues raised by Contractor, and Project-related legal services reasonably requested by Engineer.

3. Auditing services, including those needed by Owner to ascertain how or for what purpose Contractor has used money paid to it.

B. Owner shall 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. Owner shall provide Engineer with the findings and reports generated by testing laboratories, including findings and reports obtained from or through Contractor.

C. Owner shall acquire or arrange for acquisition of the Site(s) and any temporary or permanent rights of access, easements, or property rights needed for the Project.

D. With respect to the portions or phases of the Project designed or specified by Engineer, Owner shall provide, obtain, or arrange for:

1. all required reviews, approvals, consents, and permits from governmental authorities having jurisdiction, and

2. such reviews, approvals, and consents from others as may be necessary for completion of each portion or phase of the Project.

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E. Owner may delegate to Contractor or others the responsibilities set forth in Paragraphs 2.03.C and D.

2.04 Owner's General Responsibilities

A. Owner shall inform Engineer of the policies, procedures, and requirements of Owner that are applicable to Engineer's performance of services under this Agreement.

B. Owner shall provide Engineer with Owner's budget for the Project, including type and source of funding to be used, and will promptly inform Engineer if the budget or funding sources change.

C. Owner shall inform Engineer in writing of any safety or security programs that are applicable to the personnel of Engineer, its Subconsultants, and Engineer's Subcontractors, as they visit the Site or otherwise perform services under this Agreement.

D. Owner shall 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 this Agreement.

E. Owner shall provide necessary direction and make decisions, including prompt review of Engineer's submittals, and carry out its other responsibilities in a timely manner so as not to delay Engineer's performance of its services.

F. 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.

G. 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;

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.

H. Owner shall 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 constructability review.

I. If Owner designates a construction manager, site representative, or any individual or entity other than, or in addition to, Engineer to represent Owner at the Site, Owner shall define and set forth as an exhibit to this Agreement the duties, responsibilities, and limitations of authority of such other party and the relation thereof to the duties, responsibilities, and authority of Engineer.

J. Owner shall:

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1. 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.
2. Primarily communicate with Engineer's Subcontractors and Subconsultants through the Engineer.
    a. Promptly inform Engineer of the substance of any communications between Owner and Engineer's Subcontractors or Subconsultants.
    b. Refrain from directing the services of Engineer's Subcontractors or Subconsultants.
3. Authorize Engineer to provide Additional Services as set forth in Article 2 of Exhibit A of the Agreement, as required.
4. Perform or provide the following:
    a. **N/A**

2.05 Payment

A. Owner shall pay Engineer as set forth in Article 4 and Exhibit J.

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 B, 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, will 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 amounts of Engineer's compensation, will be adjusted equitably.

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, the progress reporting and special invoicing requirements (if any) in Exhibit A Paragraph 1.01.A, and the terms of Exhibit J. Engineer shall submit its invoices to Owner on a monthly basis. Invoices are due and payable within 45 days of receipt.

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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. 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. After a disputed item has been resolved, Engineer shall include the agreed-upon amount on a new invoice.

C. Failure to Pay: If Owner fails to make any undisputed payment due Engineer within 45 days after receipt of Engineer's invoice, then:

1. amounts due Engineer will be increased at the rate of 1.5% per month (or the maximum rate of interest permitted by law, if less) from said forty-fifth day, and

2. Engineer may, after giving 7 days' written notice to Owner, suspend services under this Agreement until Owner has paid in full amounts due. Owner waives any and all claims against Engineer for any such suspension.

D. Sales or Use Taxes: If after the Effective Date any governmental entity takes an 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 will be in addition to the compensation to which Engineer is entitled under the terms of Exhibit J.

ARTICLE 5—OPINIONS OF COST

5.01 Opinions of Probable Construction Cost

A. Engineer's opinions of probable Construction Cost (if any) 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 Opinions of Total Project Costs

A. The services, if any, of Engineer with respect to Total Project Costs will 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

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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 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. Engineer's Subcontractors and Subconsultants: Engineer may retain such Engineer's Subcontractors and Subconsultants 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 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 the 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, and

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

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

G. Copies of Drawings and Specifications: If Engineer is required to prepare or furnish Drawings or Specifications under this Agreement, Engineer shall deliver to Owner at least one complete electronic copy of such Drawings and Specifications, signed and sealed according to applicable Laws and Regulations, and one complete printed copy, duly signed and sealed.

H. Engineer shall not be required to sign any document, no matter by whom requested, that would result in Engineer having to certify, guarantee, or warrant conditions whose existence

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Engineer cannot ascertain within the authorized scope of Engineer's services. Owner agrees not to make resolution of any dispute with Engineer or payment of any amount due to Engineer in any way contingent upon Engineer signing any such document.

I. Engineer shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor will 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.

J. 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.

K. 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.

L. 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.

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

N. 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.

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

6.02 Ownership and Use of Documents

A. All Documents are instruments of service, and Engineer owns the Documents, including all associated copyrights and the right of reuse at the discretion of the Engineer. Engineer shall continue to own the Documents and all associated rights whether or not the Project is completed.

1. Owner may make and retain copies of Documents for information and reference in connection with the use of the Documents on the Project.

2. 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:

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a. 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;

b. 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 Subconsultants;

c. Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Subconsultants 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

d. such limited license to Owner shall not create any rights in third parties.

B. 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.

C. Engineer shall inform Owner if Engineer is aware of any invention, design, process, product, or device specified in the Drawings, Specifications, or other Documents that is subject to payment (whether by Owner or Contractor) of any license fee or royalty to others, as required by patent rights or copyrights. If Engineer's good-faith inclusion in the Drawings, Specifications, or other Documents of new, innovative, or non-standard technologies, for the benefit of Owner and the Project, results in third-party claims of infringement or violation of intellectual property rights, then Owner and Engineer shall share equally the costs of defending against, settling, or paying such claims.

D. Engineer will obtain Owner's consent, which will not be unreasonably withheld, prior to releasing any publicity, including news and press releases, promotional publications, award and prize competition submittals, and other advertising regarding the subject matter of this Agreement. Nothing herein will limit the Engineer's right to include information in statements of qualifications and proposals to others accurately describing its participation and participation of employees in the Project.

6.03 Electronic Transmittals

A. To the fullest extent practical, Owner and Engineer agree to transmit, and 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 mutually agreeable protocol.

B. If this Agreement does not establish or include protocols for electronic or digital transmittals, then Owner and Engineer may operate without specific protocols or may jointly develop such protocols at a later date.

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

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computer hardware differing from those used in the drafting or transmittal of items, or from those established in applicable protocols.

6.04 Insurance

A. Engineer shall procure and maintain insurance as set forth in Exhibit G.

B. Additional Insureds: The Engineer's commercial general liability policy must include and list Owner as additional insureds.

C. Owner shall procure and maintain insurance as set forth in Exhibit G.

D. 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, its Subconsultants, and Engineer's Subcontractors to be listed as additional insureds with respect to such liability insurance purchased and maintained by Contractor for the Project. Owner shall give Engineer access to any certificates of insurance and copies of endorsements and policies obtained by Owner from Contractor.

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

F. All construction contracts entered into by Owner with respect to the Project must require builder's risk or similar property insurance.

G. All policies of property insurance relating to the Project, including but not limited to any builder's risk or similar policy, must 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, its Subconsultants, or Engineer's Subcontractors. Owner and Engineer waive all rights against each other, Contractor, Engineer's Subcontractors and Subconsultants, 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 such builder's risk or similar 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.

H. All policies of insurance must contain a provision or endorsement that the coverage afforded will not be canceled, 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 primary insured must promptly forward a copy of the notice to the other party to this Agreement and replace the coverage being cancelled or reduced to conform to the requirements of this Agreement.

6.05 Suspension and Termination

A. Suspension

1. By Owner: Owner may suspend Engineer's services for up to 90 days upon 7 days' written notice to Engineer.

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2. By Engineer: Engineer may, after giving 7 days' written notice to Owner, suspend services under this Agreement:

    a. if Owner has failed to pay Engineer for invoiced services and expenses, as set forth in Paragraphs 4.02.B and 4.02.C; or

    b. in response to the presence of Constituents of Concern at the Site, as set forth in Paragraph 6.09.D.

B. Termination for Cause

1. Either party may terminate the Agreement for cause upon 30 days' written notice in the event of substantial failure by the other party to perform in accordance with the terms of the Agreement, through no fault of the terminating party.

    a. Notwithstanding the foregoing, this Agreement will not terminate under Paragraph 6.05.B.1 if the party receiving such notice begins, within 7 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 will extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. In addition to its termination rights in Paragraph 6.05.B.1, Engineer may terminate this Agreement for cause upon 7 days' written notice:

    a. if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional;

    b. if Engineer's services for the Project are delayed or suspended for more than 90 days for reasons beyond Engineer's control; or

    c. as the result of the presence at or adjacent to the Site of undisclosed Constituents of Concern, as set forth in Paragraph 6.09.E.

3. Engineer will have no liability to Owner on account of any termination by Engineer for cause.

C. Termination for Convenience: Owner and/or Engineer may terminate this Agreement for convenience, effective upon receipt of notice from either party.

D. Extension of Effective Date of Termination: If Owner terminates the Agreement for cause or convenience, Owner 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. Engineer shall be entitled to compensation for such tasks.

E. Payments Upon Termination: In the event of any termination under Paragraph 6.05, 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 will

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have the limited right to the use of Documents, at Owner's sole risk, subject to the provisions of Paragraph 6.02.A.

1. If Owner has terminated the Agreement for convenience, or if Engineer has terminated the Agreement for cause, then Engineer will be entitled, in addition to the payments identified above, 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 Subcontractors or Subconsultants, and other related close-out costs, using methods and rates for Additional Services as set forth in Exhibit J.

6.06 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 6.06.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, claims arising out of this Agreement or 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. 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.

2. Nothing in this Agreement will 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.

3. Owner agrees that the substance of the provisions of this Paragraph 6.06.C will appear in the Construction Contract Documents.

6.07 Dispute Resolution

A. Owner and Engineer shall resolve all disputes in the following manner:

1. 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 mediation.

2. Owner and Engineer agree that they shall first submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this Agreement or the breach thereof ("Disputes") to mediation. Owner and Engineer agree to participate in the mediation process in good faith. The process will be conducted on a confidential basis, and must be completed within 120 days.

3. If the parties fail to resolve a Dispute through negotiations under Paragraph 6.07.A.1 or mediation under Paragraph 6.07.A.2, then, if Exhibit H is not included, or if no final

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dispute resolution method is specified in Exhibit H, then the parties may exercise their rights at law.

6.08 Controlling Law; Venue

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

B. Venue for any exercise of rights at law will be the state court having jurisdiction at the location of the Project; or at the choice of either party, and if federal jurisdictional requirements can be met, in federal court in the district in which the Project is located.

6.09 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. Undisclosed Constituents of Concern: For purposes of this Paragraph 6.09, the presence at or adjacent to the Site of Constituents of Concern that were not disclosed to Engineer pursuant to Paragraph 6.09.A, in such quantities or circumstances that such Constituents of Concern may present a danger to persons or property exposed to them, will be referred to as "undisclosed" Constituents of Concern.

1. The presence at the Site of materials that are necessary for the execution of the Work, or that are to be incorporated in the Work, and that are controlled and contained pursuant to industry practices, Laws and Regulations, and the requirements of this Agreement or the Construction Contract, are not undisclosed Constituents of Concern.

2. Constituents of Concern that are to be located, identified, studied, removed, or remediated as part of the services under this Agreement are not undisclosed Constituents of Concern.

3. Constituents of Concern that are to be located, identified, studied, removed, or remediated as part of the services under another professional services contract for Owner, or as part of the work under a construction or remediation contract, are not undisclosed Constituents of Concern if Engineer has been informed of the general scope of such contract.

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

D. It is acknowledged by both parties that Engineer's scope of services does not include any services related to undisclosed Constituents of Concern. If Engineer or any other party encounters, uncovers, or reveals an undisclosed Constituent of Concern, or if encountered, uncovered, or revealed Constituents of Concern are present in substantially greater quantities or substantially different locations than disclosed or anticipated, or if investigative or remedial action, or other professional services, are necessary or required by applicable Laws and Regulations with respect to such Constituents of Concern, then Engineer may, at its option and without liability for direct, consequential, or any other damages, suspend performance of services on the portion of the Project adversely affected thereby until such portion of the Project is no longer so affected; and Owner shall promptly determine whether

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to retain a qualified expert to evaluate such condition or take any necessary corrective action.

E. If the presence at the Site of undisclosed Constituents of Concern, or of Constituents of Concern in substantially greater quantities or in substantially different locations than disclosed or anticipated, adversely affects the performance of Engineer's services under this Agreement, then:

1. if the adverse effects do not preclude Engineer from completing its Project services in general accordance with this Agreement on unaffected or marginally affected portions of the Project, Engineer may accept an equitable adjustment in its compensation or in the time of completion, or both; and the Agreement will be amended to reflect changes necessitated by the presence of such Constituents of Concern; or

2. if the adverse effects are of such materiality to the overall performance of Engineer that it cannot complete its services without significant changes to the scope of services, time of completion, and compensation, then Engineer may terminate this Agreement for cause on 7 days' written notice.

F. Owner acknowledges that Engineer is performing professional services for Owner and that Engineer is not and will 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.

6.10 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, and employees, from losses, damages, and 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, Subconsultants, or Engineer's Subcontractors.

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 required in paragraph 6.11.

C. Environmental Indemnification: To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Engineer, its Subconsultants, Engineer's Subcontractors, and their officers, directors, members, partners, agents, employees, and subconsultants from all claims, costs, losses, damages, actions, and judgments (including reasonable consultants' and attorney's 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:

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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 obligates 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, will 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 officers, directors, members, partners, agents, employees, subconsultants, and insurers, 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. Such excluded damages include but are not limited to loss of profits or revenue; loss of use or opportunity; loss of good will; cost of substitute facilities, goods, or services; and cost of capital.

G. Exclusion of Special, Incidental, Indirect, and Consequential Damages: To the fullest extent permitted by Laws and Regulations, and notwithstanding any other provision in the Agreement, the Owner and the Engineer and their officers, directors, members, partners, agents, Consultants, and employees shall not be liable to the other or anyone claiming by, through, or under each other for 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, including but not limited to: Loss of use, loss of profit; loss of business; loss of income; loss of reputation or any other consequential damages that either party may have incurred from any cause of actions including negligence, strict liability , breach of contract and breach of strict or implied warranty. Both the Owner and the Engineer shall require similar waivers of consequential damages protecting all the entities or person named herein in all contracts and subcontracts with other involved in the project. Both the Owner and the Engineer agree that Engineer's total liability to Owner under this Agreement shall be limited to $100,000 or the total amount of compensation received by Engineer, whichever is greater.

6.11 Records Retention

A. Engineer shall maintain on file in legible form, for a period of five years following completion or termination of its services, or such other period as required by Laws and Regulations, 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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6.12 Miscellaneous Provisions

A. Notices: Any notice required under this Agreement will be in writing, and delivered: in person (by commercial courier or otherwise); by registered or certified mail; or by e-mail to the recipient, with the words "Formal Notice" or similar in the e-mail's subject line. All such notices are effective upon the date of receipt.

B. Survival: Subject to applicable Laws and Regulations, 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 will be deemed stricken, and all remaining provisions will continue to be valid and binding upon Owner and Engineer.

D. No Waiver: A party's non-enforcement of any provision will not constitute a waiver of that provision, nor will 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 will be deemed to have accrued, and all statutory periods of limitation will commence, no later than the date of Substantial Completion; or, if Engineer's services do not include Construction Phase services, or the Project is not completed, then no later than the date of Owner's last payment to Engineer.

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 Article 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 Article 1 of Exhibit A of this Agreement.

6. Bidding/Proposal Documents—Documents related to the selection of the Contractor, including advertisements or invitations to bid; requests for proposals; instructions to

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bidders or proposers, including any attachments such as lists of available Site-related documents; bid forms; bids; proposal forms; proposals; bidding requirements; and qualifications documents.

7. 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.

8. 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.

9. Constituents of Concern—Asbestos, petroleum, radioactive materials, polychlorinated biphenyls (PCBs), lead-based paint (as defined by the HUD/EPA standard), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to Laws and Regulations regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

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

11. Construction Contract Documents—Those items designated as "Contract Documents" in the Construction Contract, and which together comprise the Construction Contract. See also definition of "Front-End Construction Contract Documents" below.

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

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

14. 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.

15. Constructor—Any person or entity (not including the Engineer, its employees, agents, representatives, or Subconsultants, or Engineer's Subcontractors), performing or supporting construction activities relating to the Project, including but not limited to Contractors, Subcontractors, Suppliers, Owner's work forces, utility companies, other

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contractors, construction managers, design-builders, testing firms, shippers, and truckers, and the employees, agents, and representatives of any or all of them.

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

17. Documents—All documents expressly identified as deliverables in this Agreement, whether in printed or Electronic Document form, required by this Agreement to be provided or furnished by Engineer to Owner. Such specifically required deliverables may include, by way of example, Drawings, Specifications, data, reports, building information models, and civil integrated management models.

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. Electronic Document—Any Project-related correspondence, attachments to correspondence, data, documents, drawings, information, or graphics, including but not limited to Shop Drawings and other Submittals, that are in an electronic or digital format.

21. Electronic Means—Electronic mail (e-mail), upload/download from a secure Project website, or other communications methods that allow: (a) the transmission or communication of Electronic Documents; (b) the documentation of transmissions, including sending and receipt; (c) printing of the transmitted Electronic Document by the recipient; (d) the storage and archiving of the Electronic Document by sender and recipient; and (e) the use by recipient of the Electronic Document for purposes permitted by this Agreement. Electronic Means does not include the use of text messaging, or of Facebook, Twitter, Instagram, or similar social media services for transmission of Electronic Documents.

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

23. Engineer's Subcontractor—An individual, firm, vendor, or other entity having a contract with Engineer to furnish general services, equipment, or materials with respect to the Project as an independent contractor.

24. 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.

25. Front-End Construction Contract Documents—Those Construction Contract Documents whose primary purpose is to establish legal and contractual terms and conditions, typically including the Owner-Contractor agreement, bonds, general conditions, and supplementary conditions. The term excludes the Drawings and Specifications, and any Construction Contract Documents delivered or issued after the effective date of the Construction Contract.

26. 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.

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27. 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.

28. 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.

29. Record Drawings—Drawings depicting the completed Project, or a specific portion of the completed Project, prepared by Engineer 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.

30. 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 (RPR) includes any assistants or field staff of the RPR.

31. 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.

32. 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.

33. 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.

34. 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.

35. Subconsultant—An individual, design firm, consultant, or other entity having a contract with Engineer to furnish professional services with respect to the Project as an independent contractor.

36. 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.

37. Submittal—A written or graphic document, prepared by or for Contractor, which the Construction Contract Documents require Contractor to submit to Engineer, or that is indicated as a Submittal in the Schedule of Submittals accepted by Engineer. Submittals may include Shop Drawings and Samples; schedules; product data; Owner-delegated designs; sustainable design information; information on special procedures; testing plans; results of tests and evaluations, source quality-control testing and inspections,

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and field or Site quality-control testing and inspections; warranties and certifications; Suppliers' instructions and reports; records of delivery of spare parts and tools; operations and maintenance data; Project photographic documentation; record documents; and other such documents required by the Construction Contract Documents. Submittals, whether or not approved or accepted by Engineer, are not Construction Contract Documents. Change Proposals, Change Orders, Claims, notices, Applications for Payment, and requests for interpretation or clarification are not Submittals.

38. 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.

39. 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.

40. 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 and private utilities (including relocation if not part of Construction Cost), 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.

41. Underground Facilities—All active or not-in-service underground lines, pipelines, conduits, ducts, encasements, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or systems at the Site, including but not limited to those facilities or systems that produce, transmit, distribute, or convey telephone or other communications, cable television, fiber optic transmissions, power, electricity, light, heat, gases, oil, crude oil products, liquid petroleum products, water, steam, waste, wastewater, storm water, other liquids or chemicals, or traffic or other control systems. An abandoned facility or system is not an Underground Facility.

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

43. 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.

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B. Terminology

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 to Agreement

The following exhibits are incorporated by reference and included as part of this Agreement:

A. Exhibit A, Engineer’s Services.

B. Exhibit B, Deliverables Schedule.

C. Exhibit C, Owner’s Responsibilities

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

E. Exhibit E, Notice of Acceptability of Work

F. Exhibit F, NOT USED

G. Exhibit G, Insurance.

H. Exhibit H, Subaward Terms and Conditions for Contracted Parties

I. Exhibit I, Appendix II to Part 200 – Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

J. Exhibit J, Payments to Engineer for Services.

K. Exhibit K, Amendment to Owner-Engineer Agreement

8.02 Total Agreement

A. This Agreement (which includes the exhibits listed above) constitutes the entire contractual 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.

8.03 Designated Representatives

A. With the execution of this Agreement, Engineer and Owner shall each designate a specific individual to act as representative under this Agreement. Such an individual must have authority to transmit instructions, receive information, and render decisions with respect to this Agreement on behalf of the party that 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 anything of value likely to influence the action of a public official in the selection process or in the Agreement execution;

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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.

8.05 Conflict of Interest

A. Nothing in this Agreement will be construed to create or impose any duty on the part of Engineer that would be in conflict with Engineer's paramount obligations to the public health, safety, and welfare under the professional practice requirements governing Engineer, its Subconsultants, and all licensed professionals employed by Engineer or its Subconsultants.

B. If during the term of this Agreement a potential or actual conflict of interest arises or is identified:

1. Engineer and Owner together will make reasonable, good faith efforts to avoid or eliminate the conflict of interest; to mitigate any adverse consequences of the conflict of interest; and, if necessary and feasible, to modify this Agreement to address the conflict of interest and its consequences, such that progress under the Agreement may continue.

2. Such efforts will be governed by applicable Laws and Regulations and by any pertinent Owner's policies, procedures, and requirements (including any conflict of interest resolution methodologies) provided to Engineer under Paragraph 2.04.A of this Agreement.

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This Agreement's Effective Date is **June 29, 2022, or the date executed by Forrest County (whichever is later).**

Owner:	Engineer:
City of Gulfport	Covington Civil and Environmental, LLC
(name of organization)	(name of organization)
By:	By: 
(individual's signature)	(individual's signature)
Date:	Date: January 25, 2024
(date signed)	(date signed)
Name: Billy Hewes	Name: Ben Benvenutti
(typed or printed)	(typed or printed)
Title: Mayor	Title: Principal Engineer
(typed or printed)	(typed or printed)
Address for giving notices:	Address for giving notices:
P.O. Box 1780	2300 14th Street
Gulfport, MS 39571	Gulfport, MS 39501
Designated Representative:	Designated Representative:
Name: Jeremy Harrison	Name: Ben Benvenutti
(typed or printed)	(typed or printed)
Title: City Engineer	Title: Principal Engineer
(typed or printed)	(typed or printed)
Address:	Address:
4050 Hewes Avenue	2300 14th Street
Gulfport, MS 39571	Gulfport, MS 39501
Phone: 228-868-5805	Phone: 228-396-0486
Email: wmiller@gulfport-ms.gov	Email: Ben@ccellc.us

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Article 1 of the Agreement, Services of Engineer, is supplemented to include the following provisions:

Baseline Information: Owner has furnished the following Project information to Engineer as of the Effective Date. Engineer's scope of services has been developed based on this information. As the Project moves forward, some of the information may change or be refined, and additional information will become known, resulting in the possible need to change, refine, or supplement the scope of services.

Project Title:	North Gulfport Wastewater Treatment Plant – Sand Filter Replacement
Type and Size of Facility:	As part of the original plant's construction, the EIMCO traveling bridge filter system remains in daily operation and provides tertiary filtration for the process flow. This EIMCO system is a dual media (sand and anthracite) system comprised of four individual filter cells contained within a single, partitioned concrete basin.
Description of Improvements:	The scope of work includes the retrofit of the existing filter system staying within the single, partitioned concrete basin and replacing the sand and anthracite system with new disk or cloth media. The design flows are 23 MGD average and 46 MGD Peak as set by the Owner and HCUA. Engineer shall be responsible for all MCWI/ARPA grant management requirements. Any additional MDEQ contract provisions will be included through an amendment to the contract.

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

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ARTICLE 1—BASIC SERVICES

1.01 Study and Report Phase

A. Engineer shall use the previously completed "Filtration & Disinfection Assessment" and "HCUA Water and Resources Plan – Phase II" for this project and no additional report is required.

1.02 Preliminary Design Phase

1. 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:

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

   b. 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.

   c. 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. 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.

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

   e. 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.

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

   g. 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.

   h. Obtain and review Owner's instructions regarding Owner's procurement of construction services (including instructions regarding advertisements for bids,

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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.

i. Perform or provide the following other Preliminary Design Phase tasks or deliverables: None

j. Furnish two review copies of the Preliminary Design Phase documents, opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables to Owner within 60 days of authorization to proceed with this phase, and review them with Owner. Within 14 days of receipt, Owner shall submit to Engineer any comments regarding the furnished items.

k. If required by Owner, 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 two copies of the revised Preliminary Design Phase documents, revised opinion of probable Construction Cost, and any other deliverables within 21 days after receipt of Owner's comments.

2. 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 or on the date Owner's comments are received if revised Preliminary Design Phase documents are not required.

1.03 Final Design Phase

A. After acceptance by Owner of the Preliminary Design Phase documents and any other Preliminary Design Phase deliverables; issuance by Owner of any instructions for specific modifications or changes in the scope, extent, character, or design requirements of the Project desired by Owner; and any necessary changes, refinements, and supplementation of the Baseline Information set forth at the beginning of this Exhibit A, Engineer and Owner shall discuss, resolve, and document any necessary revisions to Engineer's scope of services, compensation (through application of the provisions regarding Additional Services, or otherwise), and the time for completion of Engineer's services, resulting from specific modifications to the Project, or changes, refinements, or supplementation of the Baseline Information.

1. 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 **1.** If more

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prime contracts are awarded, Engineer shall be entitled to an equitable increase in its compensation under this Agreement.

2. If more than one prime construction contract is to be awarded for the Work designed or specified by Engineer, then Owner shall define and set forth (in an exhibit to this Agreement, or in a subsequent document) the duties, responsibilities, and limitations of authority of a person or entity that will have authority and responsibility for coordinating the activities among the various prime Contractors, and any resulting changes in the duties, responsibilities, and authority of Engineer.

3. In the event that the Work designed or specified by Engineer is to be performed or furnished under more than one prime construction 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/Proposal, Construction, and Post-Construction Phases in order to sequence and coordinate properly such services as are applicable under such separate prime construction contracts. This schedule is to be prepared and included in or become an amendment to Exhibit A whether or not the work under such construction contracts is to proceed concurrently.

B. Upon written authorization from Owner, Engineer shall prepare final Drawings and Specifications indicating the scope, extent, and character of the Work to be performed and furnished by Contractor, in accordance with the Preliminary Design Phase documents (as revised) and other Preliminary Design Phase deliverables. As part of the preparation of the Drawings and Specifications, Engineer shall prepare interim drafts and final Drawings and Specifications as follows:

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 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

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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, two 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 14 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 two final copies of such documents to Owner within 21 days after receipt of Owner's comments and instructions.

C. Engineer shall prepare or assemble draft Bidding/Proposal Documents and Front-End Construction Contract Documents as follows:

1. Such documents will be based on the 2018 EJCDC Construction Documents, and on the specific bidding or Contractor selection-related instructions and forms, contract forms, text, or other content received from Owner.

2. When Engineer is required to use other than the 2018 EJCDC Construction Documents, then as required in the Preliminary Design Phase Owner will furnish to Engineer a copy of the required documents to be used for the Project's Bidding/Proposal Documents and Front-End Construction Contract Documents. Prior to the first Final Design Phase submittal, Engineer will review the bidding and contracting documents furnished by Owner and provide comments to Owner. Engineer will meet with Owner to discuss Engineer's comments. Owner will consider Engineer's recommendations to revise Owner's documents for the Project.

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3. Engineer will furnish to Owner, for review by Owner's legal counsel, the draft Bidding/Proposal Documents and Front-End Construction Contract Documents. Owner and Owner's legal counsel must transmit to Engineer, in a timely manner, one coordinated set of comments and revisions to the draft documents.

D. 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; assembled drafts of the Front-End Construction Contract Documents; the draft Bidding/Proposal Documents; and any other Final Design Phase deliverables, as revised.

1.04 Bidding/Proposal Phase

A. After acceptance by Owner of the final Drawings and Specifications; assembled drafts of other Construction Contract Documents, including the draft Front-End Construction Contract Documents; the draft Bidding/Proposal Documents; the most recent opinion of probable Construction Cost as determined in the Final Design Phase, and any other Final Design Phase deliverables, 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 Bidding/Proposal Documents and proposed Construction Contract Documents to prospective contractors; if 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, if any, for the issued documents.

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

3. 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 Exhibit A Paragraph 2.01 and 2.02.

4. Attend the bid opening; prepare bid tabulation sheets; and assist Owner in evaluating bids or proposals, assembling final Construction Contracts for the Work for execution by Owner and Contractor, and in preparing notices of award to be issued by Owner for such contracts.

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

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

7. Consult with Owner as to the qualifications of subcontractors, 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.

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/Proposal Phase tasks or deliverables:

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a. **N/A**

10. The Bidding/Proposal Phase will be considered complete upon award of Construction Contracts for the Work and commencement of the Construction Phase, or upon cessation of negotiations with prospective contractors.

1.05 Construction Phase

A. Upon successful completion of the Bidding/Proposal Phase, and upon written authorization from Owner, Engineer shall provide the following services:

1. General Administration of Construction Contract: Consult with Owner and act as Owner's representative as provided in this Agreement and the Construction Contract. Unless otherwise set forth in the scope of Basic Services (as duly modified), 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 (2018) or other construction general conditions specified in this Agreement. Except as otherwise provided in the Construction Contract, Owner's communications to Contractor will be issued through Engineer.

a. If the responsibilities of Engineer as set forth in the Construction Contract are greater than those Construction Phase services expressly required of Engineer in Exhibit A Paragraph 1.06, as duly modified, then Owner shall either (1) expand the scope of the Construction Phase services to match those of the Construction Contract, and compensate Engineer for any related increases in the cost to provide Construction Phase services, pursuant to the provisions for compensating Additional Services, or (2) identify a qualified individual or entity (other than Engineer) responsible for the additional responsibilities in the Construction Contract.

b. 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, or if Owner requires Engineer's services for construction that extends longer than the anticipated Construction Contract Times, then Owner shall compensate Engineer for any related increases in the cost to provide Construction Phase services, pursuant to the provisions for compensating Additional Services.

c. Engineer shall not be required to furnish or perform services contrary to Engineer's responsibilities as a licensed professional.

2. Resident Project Representative (RPR): Provide the services of an RPR at the Site to assist 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.

3. Independent Testing Laboratory: An independent testing laboratory to perform required testing services shall be included in the construction contract.

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4. Pre-Construction Conference: Participate in a pre-construction conference prior to commencement of Work at the Site; prepare and distribute agenda for the conference and prepare and distribute minutes of such conference.

5. Electronic Transmittal Protocols: If the Construction Contract does not establish protocols for transmittal of Electronic Documents by Electronic Means, then Owner, Engineer, and Contractor shall jointly develop such protocols.

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, and, subject to the criteria of the Construction Contract, 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. Advise Contractor in writing of Engineer's comments or acceptance of schedules.

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 the Work, 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, including its RPR, 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 its RPR, 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. Engineer will make a report of Engineer's visit, summarizing Engineer's general observations and any significant findings.

    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 by this Agreement 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

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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 will not, during such visits or as a result of such observations of the Work, supervise, direct, or have control over the Work, nor will 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: If, on the basis of Engineer's/Owner's observations or as indicated in documentation available to Engineer, Engineer believes that any part of the Work is defective under the terms and standards set forth in the Construction Contract Documents, Engineer will promptly issue written notice to Contractor (with copy to Owner) of such defective Work. Such notice will communicate the scope, extent (to Engineer's understanding) of defect, and associated provisions of the Construction Contract Documents.

    a. Provide recommendations to Owner regarding whether Contractor should correct such Work or remove and replace such Work, or whether Owner should consider accepting the defective Work in accordance with the provisions of the Construction Contract Documents. Engineer shall give notice to Contractor regarding whether the defective Work should be repaired, replaced, or will be accepted by Owner.

    b. However, Engineer's authority to provide this information to Owner or Engineer's decision to exercise or not exercise such authority will not give rise to a duty or responsibility of the Engineer to Contractors, Subcontractors, material and equipment suppliers, their agents or employees, or any other person(s) or entities performing any of the Work, including but not limited to any duty or responsibility for Contractors' or Subcontractors' safety precautions and programs incident to the Work.

11. Compatibility with Design Concept: If Engineer/Owner 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

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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 (a) the performance or acceptability of the Work under the Construction Contract Documents, (b) the design (as set forth in the Drawings, Specifications, or otherwise), or (c) 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. 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 must 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.

17. Differing Site Conditions: Respond to any notice from Contractor of differing site conditions, including conditions relating to Underground Facilities such as utilities, and hazardous environmental conditions. Promptly conduct reviews and prepare findings, conclusions, and recommendations for Owner's use subject to limitations of Engineer's obligations under this Agreement.

18. Contractor's Submittals: Review and approve or take other appropriate action with respect to required Contractor Submittals, but only to determine if the items covered by the Submittals will, after installation or incorporation in the Work, comply with the requirements of the Construction Contract Documents, and for 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.

19. Substitutes and "Or-equals": Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor, but subject to the provisions of Exhibit A Paragraph 2.01.A.2.

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20. 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 whether 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 additional inspections or testing of the Work, whether or not the Work is fabricated, installed, or completed.

21. Contractor's 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 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, within the limits 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

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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 Exhibit A Paragraph 1.06.B.20. 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 will be to check that Contractor has submitted a complete set of those documents that Contractor is required to submit.

23. Substantial Completion: Promptly after notice from Contractor that Contractor considers the entire Work ready for its intended use, visit the Site in company with Owner and Contractor 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, 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:

    a. Engineer shall perform MCWI/ARPA grant management and project closeout.

25. Completion and Acceptability of the Work: After notice from Contractor that the Work is complete:

    a. visit the Site with Owner and Contractor to determine if the Work is in fact complete and acceptable;

    b. notify Contractor of any part of the Work that is found during the visit to be incomplete or defective, and subsequently confirm that Contractor has corrected any such deficiencies;

    c. follow the procedures in the Construction Contract regarding review and response to Contractor's application for final payment and accompanying documentation; and

    d. if Engineer is satisfied that the Work is complete and acceptable, provide a notice to Owner and Contractor using EJCDC® C-626, Notice of Acceptability of Work (attached as Exhibit E), stating that the Work is acceptable (subject to the provisions of the Notice and this Exhibit A) within the limits of Engineer's

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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 Contractor. If the Project involves more than one prime contract as indicated in Exhibit A Paragraph 1.04.A.1, 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.

1.06 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.

3. Perform or provide the following other Post-Construction Phase tasks or deliverables:

a. Survey grade as-builts in .pdf and .dwg format

B. The Post-Construction Phase services may commence during the Construction Phase and, if not otherwise modified in this Exhibit A, will terminate 12 months after the commencement of the Construction Contract's correction period.

ARTICLE 2—ADDITIONAL SERVICES

2.01 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

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performing or furnishing such Additional Services upon receipt of written notice to cease from Owner. These services are not included as part of Basic Services and will be paid for by Owner through a supplemental agreement.

1. Substantive design and other technical services in connection with Work Change Directives, Change Proposals, and Change Orders to reflect changes requested by Owner.

2. Services essential to the orderly progress of the Bidding/Proposal and Construction Phases and not wholly quantifiable prior to those Phases or otherwise dependent on the actions of prospective individual bidders or contractors and including:

    a. making revisions to Drawings and Specifications occasioned by the acceptance of substitute materials or equipment other than “or equal” items;

    b. 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;

    c. evaluation and determination of an excessive number of proposed "or equals" or substitutions, whether proposed before or after award of the Construction Contract; and

    d. providing to the Contractor or Owner additional or new information not previously prepared or developed by the Engineer for their use in applying for or obtaining required permits and licenses, in responding to agency comments on such applications, or in the administration of any such permits or licenses.

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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2.02 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 through a supplemental agreement.

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 Exhibit A Paragraph 1.02.A.1.

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 development, management, and other services in support of building information modeling or civil integrated management.

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

a. All-hazards risk assessments and other studies to evaluate the feasibility of enhancing the resiliency of the design;

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

c. 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;

d. preparation of appraisals;

e. with respect to proprietary systems or processes requiring licensing, providing services necessary to assist Owner in obtaining such licensing.

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

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

8. Furnishing services of Subconsultants or Engineer's Subcontractors for other than Basic Services.

9. Providing data or services of the types described in Article 2, 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 Exhibit A.

    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 (Article 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 constructability 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); preparing pre-qualification procedures and documents, and participating in pre-qualifying prospective Bidders; and preparing Construction Contract Documents for alternate bids.

14. Assistance in connection with bid protests, rebidding, or renegotiating contracts for construction, materials, equipment, or services.

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

16. Services to assist Owner in developing or modifying protocols for transmittal of Electronic Documents by Electronic Means after the effective date of this Agreement, either by revising or adapting Exhibit F to the Project or implementing other Electronic Documents protocols among Project participants.

17. 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.

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.

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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, or producing documents for or on behalf of, Owner in any litigation, arbitration, mediation, lien or bond claim, or other legal or administrative proceeding involving the Project (but not including disputes between Owner and Engineer).
25. Other additional services performed or furnished by Engineer not otherwise provided for in this Agreement.

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EXHIBIT B—DELIVERABLES SCHEDULE

Paragraphs 2.04.E, 3.02.A, and Exhibit A of the Agreement are supplemented by the following paragraph and table.

Engineer shall furnish Documents to Owner as required in Column 2 of the following table (and as further described in Exhibit A), according to the schedule in Column 4. Owner shall comment or take other identified actions with respect to the Documents as indicated in Column 2 (and as further described in Exhibit A), according to the schedule in Column 4.

Party	Action	Exhibit A Reference	Schedule
Engineer	Submit **1** review copies of the Preliminary Design documents, opinion of probable Construction Cost, and other Preliminary Design Phase deliverables to Owner.	1.02	Within **60** days of Owner's authorization to proceed with Preliminary Design Phase services.
Owner	Submit comments regarding Preliminary Design documents, opinion of probable Construction Cost, and other Preliminary Design Phase deliverables to Engineer.	1.02	Within **14** days of the receipt from Engineer of Preliminary Design documents, opinion of probable Construction Cost, and other Preliminary Design Phase deliverables.
Engineer	Submit **1** copies of the revised Preliminary Design documents, opinion of probable Construction Cost, and other Preliminary Design Phase deliverables to Owner.	1.02	Within **21** days of the receipt of Owner's comments regarding the Preliminary Design documents, opinion of probable Construction Cost, and other Preliminary Design Phase deliverables.
Engineer	Submit **1** copies of the Final Design Phase draft of Drawings and Specifications to Owner.	1.03	Within **60** days of Owner's authorization to proceed with Final Design Phase services.
Owner	Submit comments and instructions regarding the first Final Design Phase draft of Drawings and Specifications to Engineer.	1.03	Within **14** days of the receipt of the first final Design Phase drafts of Drawings and Specifications from Engineer.
Engineer	Submit to Owner: **1** copies of the revised final, completed, pricing-ready and construction-ready Drawings and Specifications; and **1** of copies of assembled Bidding/Proposal and Front-End Construction Contract Documents, and any other Final Design Phase deliverables.	1.03	Within **21** days of receipt of Owner's final comments and instructions regarding the regarding the final, completed, pricing-ready and construction-ready Drawings and Specifications, the Bidding/Proposal and Front-End Construction Contract Documents, and any other Final Design Phase deliverables.

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EXHIBIT C - OWNER'S RESPONSIBILITIES

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

2.06 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. 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.

E. 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.

F. 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.

G. 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

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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.

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

I. 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.

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

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

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

M. 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.

N. 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.

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

P. Perform or provide the following: None.

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EXHIBIT D—DUTIES, RESPONSIBILITIES, AND LIMITATIONS OF AUTHORITY OF RESIDENT PROJECT REPRESENTATIVE

ARTICLE 1—RESIDENT PROJECT REPRESENTATIVE SERVICES

Article 1 of the Agreement, Services of Engineer, and Exhibit A, Engineer's Services, are supplemented to include Exhibit D Paragraphs 1.01, 1.02, and 1.03, as follows:

1.01 Resident Project Representative

A. Engineer shall furnish a Resident Project Representative ("RPR") to observe progress and quality of the Work. The RPR may 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. Subject to the scope of RPR's observations of the Work, which may include field checks of materials and installed equipment, Engineer shall endeavor to identify defects and deficiencies in the Work. However, Engineer shall not, as a result of such RPR observations of the Work, supervise, direct, inspect, 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 performance 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 1.05 are applicable.

1.02 Duties and Responsibilities of RPR

A. The duties and responsibilities of the RPR are as follows:

1. General: RPR's dealings in matters pertaining to the Work in general will be with 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, Samples, and other Submittals

    a. Receive Samples that are furnished at the Site by Contractor.

    b. Receive Contractor-approved Shop Drawings.

    c. Receive other Submittals from Contractor.

    d. Record date of receipt of Samples, Contractor-approved Shop Drawings, and other Submittals.

    e. Notify Engineer of availability of Samples for examination, and forward Contractor-approved Shop Drawings and other Submittals to Engineer. When appropriate recommend distribution of Submittal to specified Subconsultants.

    f. 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 Modifications: 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,

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removed and replaced, or accepted as provided in the Construction Contract Documents.

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.

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.

f. Nothing in this Agreement will be construed to require RPR to conduct inspections.

11. Records

a. Maintain at the Site orderly files for correspondence, reports of job conferences, copies of Construction Contract Documents including all Change Proposals, 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 Proposals, 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.

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d. Record and maintain accurate, up-to-date lists of the company names and points of contact for Contractors, Subcontractors, and major Suppliers of materials and equipment.

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 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 responses to or make recommends on Change Proposals, 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 appropriate parties of the occurrence of any Site accidents, emergencies, natural catastrophes 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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1.03 Limitations of Authority

A. 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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EJCDC®
ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE



NOTICE OF ACCEPTABILITY OF WORK

PROJECT:

OWNER:

CONTRACTOR:

OWNER'S CONSTRUCTION CONTRACT IDENTIFICATION:

EFFECTIVE DATE OF THE CONSTRUCTION CONTRACT:

ENGINEER:

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 _____, and the following terms and conditions of this Notice:

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.

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EXHIBIT G—INSURANCE

ARTICLE 1—INSURANCE

Paragraph 6.04 of the Agreement, Insurance, is supplemented to include the following Exhibit G Paragraphs 1.01 and 1.02:

1.01 Insurance Policies and Limits

A. In accordance with Paragraph 6.04.A of the Agreement, the insurance that Engineer must procure and maintain, and the policy limits of such insurance, are as follows:

Coverage	Policy limits of not less than:
Workers' Compensation	
State	Statutory
Employer's Liability	
Each accident	$100,000
Each employee	$100,000
Policy limit	$500,000
Commercial General Liability	
General Aggregate	$2,000,000
Personal and Advertising Injury	$1,000,000
Bodily Injury and Property Damage—Each Occurrence	$1,000,000
Automobile Liability	
Bodily Injury	
Each Person	$1,000,000
Each Accident	$1,000,000
Property Damage	
Each Accident	$1,000,000
Or	
Combined Single Limit	
Combined Single Limit (Bodily Injury and Property Damage)	$1,000,000
Excess or Umbrella Liability	
Each Occurrence	$2,000,000
General Aggregate	$2,000,000
Professional Liability	
Each Claim	$1,000,000
Annual Aggregate	$1,000,000
Unmanned Aerial Vehicle Liability Insurance	
Each Claim	$
General Aggregate	$
Other Insurance [Specify]	
Each Claim	$NA
General Aggregate	$NA

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EXHIBIT H— 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.

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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

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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

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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.

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EXHIBIT I — APPENDIX II TO 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 U.S.C. 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 U.S.C. 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.

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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 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 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 CFR 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.

(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 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 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 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 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

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under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 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 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 non-Federal award.

(J) See § 200.323.

(K) See § 200.216.

(L) See § 200.322.

1.

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EXHIBIT J—PAYMENTS TO ENGINEER FOR SERVICES AND REIMBURSABLE EXPENSES

COMPENSATION PACKET BC-1: BASIC SERVICES—LUMP SUM

ARTICLE 1—COMPENSATION PACKET BC-1: BASIC SERVICESLUMP SUM

Article 2 of the Agreement is supplemented to include the following Exhibit J Paragraph 1.01:

1.01 Compensation for Basic Services— 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 $1,630,000.00 based on the following estimated distribution of compensation:

a.	Study and Report Phase	$0.00
b.	Preliminary Design Phase	$395,000.00
c.	Final Design Phase	$455,000.00
d.	Bidding and Negotiating Phase	$40,000.00
e.	Construction Phase including RPR	$725,000.00
f.	Post-Construction Phase	$15,000.00

2. Engineer may alter the distribution of compensation between individual phases noted herein, but shall not exceed the total Lump Sum amount unless approved in writing by the Owner.

3. 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, and Consultant charges.

4. Reimbursable Expenses are included in the Lump Sum Fee.

5. The portion of the Lump Sum amount billed for Engineer's services will be based upon Engineer's estimate of the percentage complete of each phase identified above.

6. The Lump Sum includes all grant management and grant compliance throughout the period of service.

Period of Service*:* The compensation amount stipulated in Compensation Packet BC-1 is conditioned on a period of service not exceeding 8 months for Design Phase and Bidding Phase Services and an estimated 12 months for Construction Phase Services.

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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 J.

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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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 6th day of February, 2024, the following Resolution:

A RESOLUTION BY THE GULFPORT CITY COUNCIL TO APPROVE AWARD TO AND ENGINEERING SERVICES CONTRACT WITH ENGINEERING XCELLENCE WITH KRIS RIEMANN & ASSOCIATES, PLLC, FOR ENGINEERING SERVICES IN CONNECTION WITH THE MIMA PAVING INFRASTRUCTURE PROJECT, AND FOR RELATED PURPOSES

WHEREAS, the City of Gulfport desires to undertake the MIMA Paving Infrastructure Project, a project intended to repair or replace outdated, undersized and/or damaged water, sewer and drainage infrastructure across the City; and

WHEREAS, pursuant to authority of this City Council, the City solicited proposals for the MIMA Paving Infrastructure Project and received proposals from seven (7) firms; and

WHEREAS, after referral to and grading by a selection committee, Engineering Xcellence With Kris Riemann & Associates, PLLC was selected as the highest scoring firm (see January 2, 2024, minutes) and recommended for award Jeremy Harrison, City Engineer, as set forth in the supporting documentation; and

WHEREAS, the Council finds that it is in the best interest of the City to award the contract for engineering services related to the MIMA Paving Infrastructure Project to Engineering Xcellence With Kris Riemann & Associates, PLLC and to approve an agreement with Engineering Xcellence With Kris Riemann & Associates, PLLC, subject to final approval of the Legal Department, concerning the same (see Exhibit "A" attached hereto).

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

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

SECTION 2. That the award of the contract for engineering services related to the MIMA Paving Infrastructure Project, be and the same is hereby approved and the proposed Engineering Services Contract between Engineering Xcellence With Kris Riemann & Associates, PLLC and the City be and it is hereby approved in substantially the form found at Exhibit "A" hereto, subject to final approval by the Legal Department, and found to be in the best interest of the City, and the Mayor (or his designee) is, hereby, authorized to execute the same on behalf of the City of Gulfport.

SECTION 3. That this Resolution be, and it is hereby ordered to be spread on the minutes of the governing Authority, and to be in full force and effect immediately upon its passage and enactment according to law.

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

YEAS:	**NAYS:**	**ABSENT:**
Roland	**None**	**Casey**
Walker		**Holmes-Hines (out)**
Sharp		
Flowers		
Kosloski		

WHEREUPON the President declared the motion carried and the Resolution adopted, this the 6th day of February, 2024.

CITY OF GULFPORT SEAL MISSISSIPPI

ATTEST:

Brittany Rodgers, Clerk of Council

ADOPTED:

F.B. "Rusty" Walker, IV, President

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 7th day of February, 2024.

APPROVED:

Billy Hewes, Mayor

Memorandum – City of Gulfport

ENGINEERING

To: Mayor Billy Hewes and Members of the City Council

CC: Wayne Miller, CAO
Todd Harman, CPA, Director of Finance and Accounting
Tyler Gentry, Director of Public Works
Lee Wood, Project Manager
Jessica Versiga, Purchasing Agent
Legal Department

From: Jeremy R. Harrison, P.E., Director of Engineering

Date: January 26, 2024

Re: **Recommendation to Approve Engineering Services Contract**
- Engineering Xcellence, LLC.
- Mississippi Infrastructure Modernization Act - Paving Infrastructure Project (MCWI)

Attached for your consideration is the Engineering Services Contract for the referenced project in the not-to-exceed amount of $423,783.80. 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 includes repairing or replacing outdated, undersized and/or damaged water, sewer, and drainage infrastructure across the City. The total cost of engineering and construction for this project is $3,057,892.50. The project is 100% funded by the Mississippi Municipality and County Water Infrastructure "MCWI" and the American Rescue Plan Act "ARPA".

I recommend approval of this contract.

Attachments:

1) Kris Riemann, P.E., President, letter dated January 26, 2024
2) Engineering Services Contract

ENGINEERING XCELLENCE
WITH KRIS RIEMANN & ASSOCIATES

Robert K. Riemann, P.E.
President/Owner

3103 5TH Avenue, Suite B
Gulfport, MS 39501
Phone: 228-518-2980

January 26, 2024

Jeremy Harrison, P.E., Director of Engineering
City of Gulfport
4050 Hewes Avenue
Gulfport, MS 39507

Re: Engineering Services Agreement between The City of Gulfport and Engineering Xcellence with Kris Riemann & Associates, PLLC for the MIMA Paving Infrastructure Project – MCWI Grant
- **City-Wide Paving Infrastructure**

Dear Mr. Harrison:

Please find enclosed **two (2)** originals of the "Engineering Services Agreement for Professional Services By and Between the City of Gulfport, Mississippi and Engineering Xcellence, PLLC." This agreement provides for engineering necessary to repair or replace outdated, undersized, and/or damaged water, sewer, and drainage infrastructure across the City in order to pave the streets. The scope of the services includes, but is not limited to, surveying, video inspection of pipes, development of construction plans/specifications, preparation of easements/right-of-way maps and deeds for purchases, permitting related services, bidding phase services, construction engineering, and inspection services.

These services will be provided for a NOT TO EXCEED amount of $423,783.80 in accordance with the attached Agreement. Engineering Xcellence's vendor number with the City of Gulfport is 42004.

If this Agreement is acceptable, please present it to the City Council for approval, and then have the Mayor execute and return one (1) original to my office. We appreciate the opportunity to work with the City of Gulfport on this project.

If you need any further information or have any questions, please contact me at (228) 518-2980 or kris@engineeringxcellece.com. As always, it is a pleasure working with you and the City of Gulfport.

Sincerely,

Robert K. Riemann

Robert K. Riemann, P.E.
President/Owner
Engineering Xcellence with Kris Riemann & Associates, PLLC

Attachments: 1. Engineering Services Agreement
2. Certificate of Liability Insurance

This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the contemplated Project and the controlling Laws and Regulations.

EJCDC® E-500, Agreement between Owner and Engineer for Professional Services, is published in two parts: (1) this part, the E-500 Agreement form, and (2) the Exhibits to Agreement between Engineer and Subconsultant for Professional Services. This first part contains a Guidelines for Use section that pertains to both the Agreement form and the Exhibits.

AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

Prepared by

EJCDC®
ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

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AMERICAN SOCIETY OF CIVIL ENGINEERS

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AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

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AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

This is an Agreement between **City of Gulfport** (Owner) and **[Engineering Xcellence with Kris Riemann & Associates, PLLC** (Engineer). Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as **MIMA Paving Infrastructure Project** (Project). Other terms used in this Agreement are defined in Article 7. Engineer's services under this Agreement are generally identified as **Repairing or replacing outdated, undersized, and/or damaged water, sewer, and drainage infrastructure across the City in order to pave the streets**.

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.

B. All phases of service will include Management of Engineering Services as shown in Exhibit A.

ARTICLE 2—OWNER'S RESPONSIBILITIES

2.01 Project Information

A. To the extent Owner has not already provided the following, or has new, additional, or revised information from that previously provided, Owner shall provide Engineer with information and data needed by Engineer in the performance of Basic and Additional Services, including Owner's:

1. design objectives and constraints;
2. space, capacity, and performance requirements;
3. flexibility and expandability needs;
4. design and construction standards;
5. budgetary limitations; and
6. 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.

B. Following Engineer's assessment of initially-available Project information and data and upon Engineer's request, Owner shall obtain, furnish, or otherwise make available (if necessary through 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; or, with consent of Engineer, Owner may authorize the Engineer to obtain or provide all or part of such additional information as Additional Services. Such additional information or data may include the following:

1. Property descriptions.
2. Zoning, deed, and other land use restrictions.
3. Surveys, topographic mapping, and utility documentation.

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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; 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.

C. Owner shall 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.

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

E. Owner shall advise Engineer if any invention, design, process, product, or device that Owner has requested, required, or recommended for inclusion in the Drawings or Specifications will be subject to payment (whether by Owner or Contractor) of any license fee or royalty to others, as required by patent rights or copyrights.

F. Owner shall inform Engineer as to whether Engineer's assistance is requested with respect to Owner's evaluation of the possible use of Project Strategies, Technologies, and Techniques, as defined in Exhibit A.

G. Owner shall inform Engineer as to whether Engineer's assistance is requested in identifying opportunities for enhancing the sustainability of the Project.

2.02 Owner's Instructions Regarding Bidding/Proposal and Front-End Construction Contract Documents

A. Owner shall 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) and Owner's construction contract practices and requirements, and furnish to Engineer (or give specific directions requesting Engineer to use copies already in Engineer's possession) the following:

1. Owner's standard contract forms, general conditions (if other than the current edition of EJCDC® C-700, Standard General Conditions of the Construction Contract), supplementary conditions, text, and related documents and content for Engineer to include in the draft Bidding/Proposal Documents, and in draft Front-End Construction Contract Documents;

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2. insurance and bonding requirements;

3. protocols for electronic transmittals during bidding and construction;

4. Owner's safety and security programs applicable to Contractor and other Constructors;

5. diversity and other social responsibility requirements;

6. bidding and contract requirements of funding, financing, or regulatory entities;

7. other specific conditions applicable to the procurement of construction or contract documents;

8. any other information necessary for Engineer to assist Owner in preparing its Bidding/Proposal Documents and Front-End Construction Contract Documents.

B. Owner shall have responsibility for the final content of (1) such Bidding/Proposal Documents, and (2) such Front-End Construction Contract Documents, other than content furnished by Engineer concerning the design (as set forth in the Drawings, Specifications, or otherwise) or other engineering or technical matters.

1. 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. If there will be an advertisement soliciting bids for construction, Owner shall place and pay for such advertisement.

2.03 Owner-Furnished Services

A. Recognizing and acknowledging that Engineer's services and expertise do not include the following services, Owner shall obtain, as required for the Project:

1. Accounting, bond and financial advisory services (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, including attorney review of proposed Construction Contract Documents, legal services required by Owner, legal services needed as a result of issues raised by Contractor, and Project-related legal services reasonably requested by Engineer.

3. Auditing services, including those needed by Owner to ascertain how or for what purpose Contractor has used money paid to it.

B. Owner shall 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. Owner shall provide Engineer with the findings and reports generated by testing laboratories, including findings and reports obtained from or through Contractor.

C. Owner shall acquire or arrange for acquisition of the Site(s) and any temporary or permanent rights of access, easements, or property rights needed for the Project.

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D. With respect to the portions or phases of the Project designed or specified by Engineer, Owner shall provide, obtain, or arrange for:

1. all required reviews, approvals, consents, and permits from governmental authorities having jurisdiction, and

2. such reviews, approvals, and consents from others as may be necessary for completion of each portion or phase of the Project.

E. Owner may delegate to Contractor or others the responsibilities set forth in Paragraphs 2.03.C and D.

2.04 Owner's General Responsibilities

A. Owner shall inform Engineer of the policies, procedures, and requirements of Owner that are applicable to Engineer's performance of services under this Agreement.

B. Owner shall provide Engineer with Owner's budget for the Project, including type and source of funding to be used, and will promptly inform Engineer if the budget or funding sources change.

C. Owner shall inform Engineer in writing of any safety or security programs that are applicable to the personnel of Engineer, its Subconsultants, and Engineer's Subcontractors, as they visit the Site or otherwise perform services under this Agreement.

D. Owner shall 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 this Agreement.

E. Owner shall provide necessary direction and make decisions, including prompt review of Engineer's submittals, and carry out its other responsibilities in a timely manner so as not to delay Engineer's performance of its services.

F. 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.

G. 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;

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.

H. Owner shall 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 constructability review.

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I. If Owner designates a construction manager, site representative, or any individual or entity other than, or in addition to, Engineer to represent Owner at the Site, Owner shall define and set forth as an exhibit to this Agreement the duties, responsibilities, and limitations of authority of such other party and the relation thereof to the duties, responsibilities, and authority of Engineer.

J. Owner shall:

1. 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.

2. Primarily communicate with Engineer's Subcontractors and Subconsultants through the Engineer.

a. Promptly inform Engineer of the substance of any communications between Owner and Engineer's Subcontractors or Subconsultants.

b. Refrain from directing the services of Engineer's Subcontractors or Subconsultants.

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

4. Perform or provide the following:

a. **List of streets to be paved in the City that require removal, replacement, or CIPP of the pipe**

b. **Map of the streets overlayed with the sewer master plan and water master plan.**

c. **Water, Sewer, and Drainage Master Plans**

2.05 Payment

A. Owner shall pay Engineer as set forth in Article 4 and Exhibit J.

B. Engineer's compensation is summarized as follows; if there is a conflict between the following summary and the contents of Exhibit J, then Exhibit J will prevail.

Description of Service		**Amount**	**Basis of Compensation**
1.	Basic Services (Article 1 of Exhibit A)	$	268,396.58
2.	Resident Project Representative Services	$	84,756.66
3.	Additional Services (Article 2 of Exhibit A)		70,630.56

Based on a **12-month** continuous construction period.

1. Compensation items and totals based in whole or in part on Hourly Rates, Direct Labor, or Percentage of Construction Cost are estimates only.

2. Lump sum amounts incorporate Engineer's labor, overhead, profit, and Engineer's Subcontractor and Subconsultants' charges.

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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 B, 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, will 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, will be adjusted equitably.

D. If Engineer fails, for reasons within control of Engineer, 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 to the extent, if any, resulting from such failure by Engineer.

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, the progress reporting and special invoicing requirements (if any) in Exhibit A Paragraph 1.01.A, and the terms of Exhibit J. 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. 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. After a disputed item has been resolved, Engineer shall include the agreed-upon amount on a new invoice.

C. Failure to Pay: If Owner fails to make any undisputed payment due Engineer 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

2. Engineer may, after giving 7 days' written notice to Owner, suspend services under this Agreement until Owner has paid in full amounts due. Owner waives any and all claims against Engineer for any such suspension.

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D. Sales or Use Taxes: If after the Effective Date any governmental entity takes an 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 will be in addition to the compensation to which Engineer is entitled under the terms of Exhibit J.

ARTICLE 5—OPINIONS OF COST

5.01 Opinions of Probable Construction Cost

A. Engineer's opinions of probable Construction Cost (if any) 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 Opinions of Total Project Costs

A. The services, if any, of Engineer with respect to Total Project Costs will 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 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. Engineer's Subcontractors and Subconsultants: Engineer may retain such Engineer's Subcontractors and Subconsultants 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 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.

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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 the 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, and

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

F. General Conditions of Construction Contract: The general conditions for any Construction Contract Documents prepared hereunder are to be the current edition of EJCDC® C-700, Standard General Conditions of the Construction Contract, prepared by the Engineers Joint Contract Documents Committee, unless expressly indicated otherwise.

G. Copies of Drawings and Specifications: If Engineer is required to prepare or furnish Drawings or Specifications under this Agreement, Engineer shall deliver to Owner at least one complete electronic copy of such Drawings and Specifications, signed and sealed according to applicable Laws and Regulations, and one complete printed copy, duly signed and sealed.

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

I. Engineer shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor will 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.

J. 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.

K. 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.

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L. 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.

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

N. 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.

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

6.02 Ownership and Use of Documents

A. All Documents are instruments of service, and Engineer owns the Documents, including all associated copyrights and the right of reuse at the discretion of the Engineer. Engineer shall continue to own the Documents and all associated rights whether or not the Project is completed.

1. Owner may make and retain copies of Documents for information and reference in connection with the use of the Documents on the Project.

2. 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:

a. 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;

b. 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 Subconsultants;

c. Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Subconsultants 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

d. such limited license to Owner shall not create any rights in third parties.

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B. 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.

C. Engineer shall inform Owner if Engineer is aware of any invention, design, process, product, or device specified in the Drawings, Specifications, or other Documents that is subject to payment (whether by Owner or Contractor) of any license fee or royalty to others, as required by patent rights or copyrights. If Engineer's good-faith inclusion in the Drawings, Specifications, or other Documents of new, innovative, or non-standard technologies, for the benefit of Owner and the Project, results in third-party claims of infringement or violation of intellectual property rights, then Owner and Engineer shall share equally the costs of defending against, settling, or paying such claims.

D. Engineer will obtain Owner's consent, which will not be unreasonably withheld, prior to releasing any publicity, including news and press releases, promotional publications, award and prize competition submittals, and other advertising regarding the subject matter of this Agreement. Nothing herein will limit the Engineer's right to include information in statements of qualifications and proposals to others accurately describing its participation and participation of employees in the Project.

6.03 Electronic Transmittals

A. To the fullest extent practical, Owner and Engineer agree to transmit, and 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 Exhibit F, Electronic Documents Protocol (EDP).

1. Compliance with the EDP by Engineer shall be considered a Basic Service and no direct or separate compensation will be paid to Engineer for such compliance, unless provisions for separate compensation are expressly set forth in the EDP.

2. Engineer's costs directly attributable to changes in Engineer's Electronic Documents obligations, after the effective date of this Agreement, necessitated by revisions to Exhibit F, delayed adoption of Exhibit F, or implementation of other Electronic Documents protocols, will be compensated as Additional Services.

B. If this Agreement does not include Exhibit F or otherwise does not establish or include protocols for transmittal of Electronic Documents by Electronic Means, then Owner and Engineer may operate without specific protocols or may jointly develop such protocols at a later date.

C. Except as stated otherwise in Exhibit F (if included in this Agreement), when transmitting Electronic Documents by Electronic Means, the transmitting party makes no representations as to long term compatibility, usability, or readability of the Electronic Documents 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 Electronic Documents, or from those established in applicable protocols.

D. This Agreement (including the EDP) is not intended to create obligations for Owner or Engineer with respect to transmittals to or from third parties, except as expressly stated in the EDP.

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6.04 Insurance

A. Engineer shall procure and maintain insurance as set forth in Exhibit G.

B. Additional Insureds: The Engineer's commercial general liability, automobile liability, and umbrella or excess liability policies, must:

1. include and list as additional insureds Owner, and any individuals or entities identified as additional insureds in Exhibit G;

2. include coverage for the respective officers, directors, members, partners, and employees of all such additional insureds;

3. afford primary coverage to these additional insureds for all claims covered thereby (including as applicable those arising from both ongoing and completed operations); and

4. not seek contribution from insurance maintained by the additional insured.

C. ~~Owner shall procure and maintain insurance as set forth in Exhibit G.~~

D. 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, its Subconsultants, and Engineer's Subcontractors to be listed as additional insureds with respect to such liability insurance purchased and maintained by Contractor for the Project. Owner shall give Engineer access to any certificates of insurance and copies of endorsements and policies obtained by Owner from Contractor.

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

1. Upon request by Owner or any other insured, Engineer shall also furnish other evidence of such required insurance, including but not limited to copies of policies and endorsements, documentation of applicable self-insured retentions (if allowed) and deductibles, full disclosure of all relevant exclusions, and evidence of insurance required to be purchased and maintained by Subconsultants and Engineer's Subcontractors. In any documentation furnished under this provision, Engineer may redact (a) any confidential premium or pricing information and (b) any wording specific to projects or jurisdictions other than those applicable to this Agreement.

F. All construction contracts entered into by Owner with respect to the Project must require builder's risk or similar property insurance.

G. All policies of property insurance relating to the Project, including but not limited to any builder's risk or similar policy, must 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, its Subconsultants, or Engineer's Subcontractors. Owner and Engineer waive all rights against each other, Contractor, Engineer's Subcontractors and Subconsultants, 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 such builder's risk or similar policy and

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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.

H. All policies of insurance must contain a provision or endorsement that the coverage afforded will not be canceled, 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 primary insured must promptly forward a copy of the notice to the other party to this Agreement and replace the coverage being cancelled or reduced to conform to the requirements of this Agreement.

I. At any time, Owner may request that Engineer, or Engineer's Subcontractors or Subconsultants, 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 Engineer's Subcontractors or Subconsultants 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.

6.05 Suspension and Termination

A. Suspension

1. By Owner: Owner may suspend Engineer's services for up to 90 days upon 7 days' written notice to Engineer.

2. By Engineer: Engineer may, after giving 7 days' written notice to Owner, suspend services under this Agreement:

a. if Owner has failed to pay Engineer for invoiced services and expenses, as set forth in Paragraphs 4.02.B and 4.02.C;

b. in response to the presence of Constituents of Concern at the Site, as set forth in Paragraph 6.09.D; or

c. if persistent circumstances beyond the control of Engineer have prevented it from performing its obligations under this Agreement.

B. Termination for Cause

1. Either party may terminate the Agreement for cause upon 30 days' written notice in the event of substantial failure by the other party to perform in accordance with the terms of the Agreement, through no fault of the terminating party.

a. Notwithstanding the foregoing, this Agreement will not terminate under Paragraph 6.05.B.1 if the party receiving such notice begins, within 7 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 will extend up to, but in no case more than, 60 days after the date of receipt of the notice.

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2. In addition to its termination rights in Paragraph 6.05.B.1, Engineer may terminate this Agreement for cause upon 7 days' written notice:

    a. if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional;

    b. if Engineer's services for the Project are delayed or suspended for more than 90 days for reasons beyond Engineer's control; or

    c. as the result of the presence at or adjacent to the Site of undisclosed Constituents of Concern, as set forth in Paragraph 6.09.E.

3. Engineer will have no liability to Owner on account of any termination by Engineer for cause.

C. Termination for Convenience: Owner may terminate this Agreement for convenience, effective upon Engineer's receipt of notice from Owner.

D. Extension of Effective Date of Termination: If Owner terminates the Agreement for cause or convenience, Owner 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. Engineer shall be entitled to compensation for such tasks.

E. Payments Upon Termination: In the event of any termination under Paragraph 6.05, 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 will have the limited right to the use of Documents, at Owner's sole risk, subject to the provisions of Paragraph 6.02.A.

1. If Owner has terminated the Agreement for cause and disputes Engineer's entitlement to compensation for services and reimbursement of expenses, then Engineer's entitlement to payment and Owner's rights to the use of the Documents will be resolved in accordance with the dispute resolution provisions of this Agreement or as otherwise agreed in writing.

2. If Owner has terminated the Agreement for convenience, or if Engineer has terminated the Agreement for cause, then Engineer will be entitled, in addition to the payments identified above, 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 Subcontractors or Subconsultants, and other related close-out costs, using methods and rates for Additional Services as set forth in Exhibit J.

6.06 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 6.06.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.

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B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, claims arising out of this Agreement or 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. 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.

2. Nothing in this Agreement will 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.

3. Owner agrees that the substance of the provisions of this Paragraph 6.06.C will appear in the Construction Contract Documents.

6.07 Dispute Resolution

A. Unless otherwise required by Exhibit H, Owner and Engineer shall resolve all disputes in the following manner:

1. 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 mediation.~~

2. ~~Owner and Engineer agree that they shall first submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this Agreement or the breach thereof ("Disputes") to mediation. Owner and Engineer agree to participate in the mediation process in good faith. The process will be conducted on a confidential basis, and must be completed within 120 days.~~

3. If the parties fail to resolve a Dispute through negotiations under Paragraph 6.07.A.1 ~~or mediation under Paragraph 6.07.A.2~~, then:

a. either or both may invoke the applicable dispute resolution procedures of Exhibit H for final resolution of Disputes.

b. If Exhibit H is not included, or if no final dispute resolution method is specified in Exhibit H, then the parties may exercise their rights at law.

6.08 Controlling Law; Venue

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

B. Venue for any exercise of rights at law will be the state court having jurisdiction at the location of the Project; or at the choice of either party, and if federal jurisdictional requirements can be met, in federal court in the district in which the Project is located.

6.09 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.

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B. Undisclosed Constituents of Concern: For purposes of this Paragraph 6.09, the presence at or adjacent to the Site of Constituents of Concern that were not disclosed to Engineer pursuant to Paragraph 6.09.A, in such quantities or circumstances that such Constituents of Concern may present a danger to persons or property exposed to them, will be referred to as "undisclosed" Constituents of Concern.

1. The presence at the Site of materials that are necessary for the execution of the Work, or that are to be incorporated in the Work, and that are controlled and contained pursuant to industry practices, Laws and Regulations, and the requirements of this Agreement or the Construction Contract, are not undisclosed Constituents of Concern.

2. Constituents of Concern that are to be located, identified, studied, removed, or remediated as part of the services under this Agreement are not undisclosed Constituents of Concern.

3. Constituents of Concern that are to be located, identified, studied, removed, or remediated as part of the services under another professional services contract for Owner, or as part of the work under a construction or remediation contract, are not undisclosed Constituents of Concern if Engineer has been informed of the general scope of such contract.

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

D. It is acknowledged by both parties that Engineer's scope of services does not include any services related to undisclosed Constituents of Concern. If Engineer or any other party encounters, uncovers, or reveals an undisclosed Constituent of Concern, or if encountered, uncovered, or revealed Constituents of Concern are present in substantially greater quantities or substantially different locations than disclosed or anticipated, or if investigative or remedial action, or other professional services, are necessary or required by applicable Laws and Regulations with respect to such Constituents of Concern, then Engineer may, at its option and without liability for direct, consequential, or any other damages, suspend performance of services on the portion of the Project adversely affected thereby until such portion of the Project is no longer so affected; and Owner shall promptly determine whether to retain a qualified expert to evaluate such condition or take any necessary corrective action.

E. If the presence at the Site of undisclosed Constituents of Concern, or of Constituents of Concern in substantially greater quantities or in substantially different locations than disclosed or anticipated, adversely affects the performance of Engineer's services under this Agreement, then:

1. if the adverse effects do not preclude Engineer from completing its Project services in general accordance with this Agreement on unaffected or marginally affected portions of the Project, Engineer may accept an equitable adjustment in its compensation or in the time of completion, or both; and the Agreement will be amended to reflect changes necessitated by the presence of such Constituents of Concern; or

2. if the adverse effects are of such materiality to the overall performance of Engineer that it cannot complete its services without significant changes to the scope of services, time

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of completion, and compensation, then Engineer may terminate this Agreement for cause on 7 days' written notice.

F. Owner acknowledges that Engineer is performing professional services for Owner and that Engineer is not and will 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.

6.10 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, and employees, from losses, damages, and 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, Subconsultants, or Engineer's Subcontractors. 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. Environmental Indemnification: To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Engineer, its Subconsultants, Engineer's Subcontractors, and their officers, directors, members, partners, agents, employees, and subconsultants from all claims, costs, losses, damages, actions, and judgments (including reasonable consultants' and attorney's 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 obligates Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence or willful misconduct.

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

D. 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, will 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.

E. Mutual Waiver: To the fullest extent permitted by Laws and Regulations, Owner and Engineer waive against each other, and the other's officers, directors, members, partners, agents,

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employees, subconsultants, and insurers, 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. Such excluded damages include but are not limited to loss of profits or revenue; loss of use or opportunity; loss of good will; cost of substitute facilities, goods, or services; and cost of capital.

6.11 Records Retention

A. Engineer shall maintain on file in legible form, for a period of five years following completion or termination of its services, or such other period as required by Laws and Regulations, 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.

6.12 Miscellaneous Provisions

A. Notices: Any notice required under this Agreement will be in writing, and delivered: in person (by commercial courier or otherwise); by registered or certified mail; or by e-mail to the recipient, with the words "Formal Notice" or similar in the e-mail's subject line. All such notices are effective upon the date of receipt.

B. Survival: Subject to applicable Laws and Regulations, 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 will be deemed stricken, and all remaining provisions will continue to be valid and binding upon Owner and Engineer.

D. No Waiver: A party's non-enforcement of any provision will not constitute a waiver of that provision, nor will 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 will be deemed to have accrued, and all statutory periods of limitation will commence, no later than the date of Substantial Completion; or, if Engineer's services do not include Construction Phase services, or the Project is not completed, then no later than the date of Owner's last payment to Engineer.

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 Article 2 of Exhibit A of this Agreement.

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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 Article 1 of Exhibit A of this Agreement.

6. Bidding/Proposal Documents—Documents related to the selection of the Contractor, including advertisements or invitations to bid; requests for proposals; instructions to bidders or proposers, including any attachments such as lists of available Site-related documents; bid forms; bids; proposal forms; proposals; bidding requirements; and qualifications documents.

7. 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.

8. 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.

9. Constituents of Concern—Asbestos, petroleum, radioactive materials, polychlorinated biphenyls (PCBs), lead-based paint (as defined by the HUD/EPA standard), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to Laws and Regulations regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

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

11. Construction Contract Documents—Those items designated as "Contract Documents" in the Construction Contract, and which together comprise the Construction Contract. See also definition of "Front-End Construction Contract Documents" below.

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

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

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14. 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.

15. Constructor—Any person or entity (not including the Engineer, its employees, agents, representatives, or Subconsultants, or Engineer's Subcontractors), performing or supporting construction activities relating to the Project, including but not limited to Contractors, Subcontractors, Suppliers, Owner's work forces, utility companies, other contractors, construction managers, design-builders, testing firms, shippers, and truckers, and the employees, agents, and representatives of any or all of them.

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

17. Documents—All documents expressly identified as deliverables in this Agreement, whether in printed or Electronic Document form, required by this Agreement to be provided or furnished by Engineer to Owner. Such specifically required deliverables may include, by way of example, Drawings, Specifications, data, reports, building information models, and civil integrated management models.

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. Electronic Document—Any Project-related correspondence, attachments to correspondence, data, documents, drawings, information, or graphics, including but not limited to Shop Drawings and other Submittals, that are in an electronic or digital format.

21. Electronic Means—Electronic mail (e-mail), upload/download from a secure Project website, or other communications methods that allow: (a) the transmission or communication of Electronic Documents; (b) the documentation of transmissions, including sending and receipt; (c) printing of the transmitted Electronic Document by the recipient; (d) the storage and archiving of the Electronic Document by sender and recipient; and (e) the use by recipient of the Electronic Document for purposes permitted by this Agreement. Electronic Means does not include the use of text messaging, or of Facebook, Twitter, Instagram, or similar social media services for transmission of Electronic Documents.

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

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23. Engineer's Subcontractor—An individual, firm, vendor, or other entity having a contract with Engineer to furnish general services, equipment, or materials with respect to the Project as an independent contractor.

24. 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.

25. Front-End Construction Contract Documents—Those Construction Contract Documents whose primary purpose is to establish legal and contractual terms and conditions, typically including the Owner-Contractor agreement, bonds, general conditions, and supplementary conditions. The term excludes the Drawings and Specifications, and any Construction Contract Documents delivered or issued after the effective date of the Construction Contract.

26. 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.

27. 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.

28. 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.

29. Record Drawings—Drawings depicting the completed Project, or a specific portion of the completed Project, prepared by Engineer 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.

30. 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 (RPR) includes any assistants or field staff of the RPR.

31. 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.

32. 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.

33. 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.

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34. 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.

35. Subconsultant—An individual, design firm, consultant, or other entity having a contract with Engineer to furnish professional services with respect to the Project as an independent contractor.

36. 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.

37. Submittal—A written or graphic document, prepared by or for Contractor, which the Construction Contract Documents require Contractor to submit to Engineer, or that is indicated as a Submittal in the Schedule of Submittals accepted by Engineer. Submittals may include Shop Drawings and Samples; schedules; product data; Owner-delegated designs; sustainable design information; information on special procedures; testing plans; results of tests and evaluations, source quality-control testing and inspections, and field or Site quality-control testing and inspections; warranties and certifications; Suppliers' instructions and reports; records of delivery of spare parts and tools; operations and maintenance data; Project photographic documentation; record documents; and other such documents required by the Construction Contract Documents. Submittals, whether or not approved or accepted by Engineer, are not Construction Contract Documents. Change Proposals, Change Orders, Claims, notices, Applications for Payment, and requests for interpretation or clarification are not Submittals.

38. 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.

39. 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.

40. 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 and private utilities (including relocation if not part of Construction Cost), 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.

41. Underground Facilities—All active or not-in-service underground lines, pipelines, conduits, ducts, encasements, cables, wires, manholes, vaults, tanks, tunnels, or other

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such facilities or systems at the Site, including but not limited to those facilities or systems that produce, transmit, distribute, or convey telephone or other communications, cable television, fiber optic transmissions, power, electricity, light, heat, gases, oil, crude oil products, liquid petroleum products, water, steam, waste, wastewater, storm water, other liquids or chemicals, or traffic or other control systems. An abandoned facility or system is not an Underground Facility.

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

43. 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. Terminology

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 to Agreement

The following exhibits are incorporated by reference and included as part of this Agreement:

A. Exhibit A, Engineer's Services.

B. Exhibit B, Deliverables Schedule.

C. Exhibit C, Amendment to Owner-Engineer Agreement (form).

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

E. Exhibit E, EJCDC® C-626, Notice of Acceptability of Work (form).

F. Exhibit F, Electronic Documents Protocol (EDP).

G. Exhibit G, Insurance.

H. Exhibit H, Dispute Resolution. – **Not Used**

I. Exhibit I, Limitations of Liability.

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

8.02 Total Agreement

A. This Agreement (which includes the exhibits listed above) constitutes the entire contractual agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or

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canceled by a written instrument duly executed by both parties. Amendments should be based whenever possible on the format of Exhibit C to this Agreement.

8.03 Designated Representatives

A. With the execution of this Agreement, Engineer and Owner shall each designate a specific individual to act as representative under this Agreement. Such an individual must have authority to transmit instructions, receive information, and render decisions with respect to this Agreement on behalf of the party that 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 anything 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.

8.05 Conflict of Interest

A. Nothing in this Agreement will be construed to create or impose any duty on the part of Engineer that would be in conflict with Engineer's paramount obligations to the public health, safety, and welfare under the professional practice requirements governing Engineer, its Subconsultants, and all licensed professionals employed by Engineer or its Subconsultants.

B. If during the term of this Agreement a potential or actual conflict of interest arises or is identified:

1. Engineer and Owner together will make reasonable, good faith efforts to avoid or eliminate the conflict of interest; to mitigate any adverse consequences of the conflict of interest; and, if necessary and feasible, to modify this Agreement to address the conflict of interest and its consequences, such that progress under the Agreement may continue.

2. Such efforts will be governed by applicable Laws and Regulations and by any pertinent Owner's policies, procedures, and requirements (including any conflict of interest resolution methodologies) provided to Engineer under Paragraph 2.04.A of this Agreement.

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This Agreement's Effective Date is _____.

Owner:	Engineer:
City of Gulfport	Engineering Xcellence with Kris Riemann & Associates
(name of organization)	(name of organization)
By: _____	By: _____
(individual's signature)	(individual's signature)
Date: _____	Date: _____
(date signed)	(date signed)
Name: Billy Hewes	Name: Robert K. Riemann, P.E.
(typed or printed)	(typed or printed)
Title: Mayor	Title: Owner/President
(typed or printed)	(typed or printed)
Attach evidence of authority to sign.	Attach evidence of authority to sign.
Attest: _____	Attest: _____
(individual's signature)	(individual's signature)
Title: _____	Title: _____
(typed or printed)	(typed or printed)
Address for giving notices:	Address for giving notices:
2309 15th Street	3103 5th Avenue, Suite B
Gulfport, MS 39501	Gulfport, MS 39501
Designated Representative:	Designated Representative:
Name: Jeremy Harrison, P.E.	Name: Robert K. Riemann, P.E.
(typed or printed)	(typed or printed)
Title: Director of Engineering	Title: Owner/President
(typed or printed)	(typed or printed)
Address:	Address:
4050 Hewes Avenue	3103 5th Avenue, Suite B
Gulfport, MS 39507	Gulfport, MS 39501
Phone: 228-697-2923	Phone: 228-518-2980
Email: jharrison@gulfport-ms.gov	Email: kris@engineeringxcellence.com

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EXHIBITS TO AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

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Article 1 of the Agreement, Services of Engineer, is supplemented to include the following provisions:

Baseline Information: Owner has furnished the following Project information to Engineer as of the Effective Date. Engineer's scope of services has been developed based on this information. As the Project moves forward, some of the information may change or be refined, and additional information will become known, resulting in the possible need to change, refine, or supplement the scope of services.

Project Title: MIMA Paving Infrastructure Project
Type and Size of Project: Citywide
Description of Improvements: Replacement or CIPP Water, Sewer or Drainage Pipe in Streets that require paving
Expected Construction Start: Estimated September 2024
Prior Studies, Reports, Plans: Paving Plan from the City, 2013 Master Water and Sewer Plan, 2000 Master Drainage Plan
Facility Location(s): Citywide – All 7 Wards
Current Project Budget: $2.8 Million
Funding Sources: MDEQ – MCWI Grant and City Matching Funds
Known Design Standards: City of Gulfport Standards
Known Project Limitations: None
Project Assumptions: Refer to Attachment for detailed Scope of Services – Exhibit A continued…..
Other Pertinent Information: Refer to Attachment for detailed Scope of Services – Exhibit A

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continued…

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

ARTICLE 1—BASIC SERVICES

1.01 Management of Engineering Services

A. All phases of Engineer's services will include management of Engineer's Project-specific responsibilities, including but not limited to the following management tasks, whether separately tracked and itemized or included as being incidental to other phase and scope task items.

1. Develop and submit an Engineering Services Schedule. The Engineering Services Schedule will:

a. be consistent with and serve as a supplement to the Schedule of Deliverables set forth in Exhibit B.

b. be updated on a regular basis, and as required to reflect any programmatic decisions by Owner.

c. include, but not be limited to, an anticipated sequence of tasks; estimates of task duration; interrelationships among tasks; milestone meetings and submittals; anticipated schedule of construction; and other pertinent Project events.

2. Develop and submit detailed work plans from Exhibit A tasks. **Not Applicable.**

3. Coordinate services within Engineer's internal team, and with Subconsultants and Engineer's Subcontractors.

4. Prepare for and participate in meetings with consultants and contractors working on other parts of the Project that may affect, or be affected by, Engineer's services or resulting construction.

5. Prepare and submit **monthly** engineering services progress reports to the Owner. Include summary of services performed in period, expected progress in next period, percent completion of current tasks, and a description of major issues or concerns.

6. Special Invoicing: In addition to, or as a substitute for, Engineer's standard invoicing, provide the specified additional information or documentation, following the invoicing procedures indicated: **Not Applicable;** .

7. Conduct ongoing management tasks, including:

a. Maintaining communications records and files pertaining to or arising from Engineer's services;

b. With respect to Engineer's services and other directly relevant parts of the Project, prepare for and participate in periodic progress meetings with Owner to discuss progress, schedule, budget, issues, potential problems and their resolution; and

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c. Preparing agendas prior to and minutes following all Engineer-led meetings.

B. In all phases of Engineer's services, Engineer shall prepare draft and final Drawings in accordance with **Engineer's CAD standards using AutoCAD, Owner's CAD standards, ACAD standard**, using **ACAD 2013 or newer** version **AutoCAD** software.

C. The source documents for the draft and final Specifications in all phases of Engineer's services will be **Engineer's standard specifications and Owner's standard specifications**, unless otherwise mutually agreed upon by the parties.

1.02 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 the Owner-identified potential solutions listed here:

1) **Refer to attachment Exhibit A Scope of Services**.

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 **other 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.

1) **Refer to attachment Exhibit A Scope of Services**.

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. Assess initially available Project information and data, including the Baseline Information set forth at the beginning of this Exhibit A.

6. Advise Owner of any need for Owner to obtain, furnish, or otherwise make available to Engineer additional Project-related information and data, 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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7. After consultation with Owner, recommend the solution(s) which in Engineer's judgment meet Owner's requirements for the Project.

8. Identify, consult with, and analyze requirements of authorities having jurisdiction to permit or approve construction or operation of the portions of the Project to be designed or specified by Engineer, including but not limited to impacts and mitigating measures identified in previously prepared environmental assessments for the Project provided to the Engineer or being concurrently prepared for Owner by others.

9. Advise the Owner of any need for Owner to provide data or services of the types described in Article 2 of the Agreement, for use in Project design, or in preparation for Contractor selection and construction.

10. Assist Owner in evaluating the possible use of building information modeling; civil integrated management; geotechnical baselining of subsurface conditions at the Site; innovative design, contracting, or procurement strategies; project delivery method; or other strategies, technologies, or techniques for assisting in the design, construction, and operation of Owner's facilities. The subject matter of this paragraph will be referred to in Exhibit A as "Project Strategies, Technologies, and Techniques**." Not Applicable.**

11. 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. Review with Owner the thresholds established in applicable codes, standards, and design criteria specifically governing the ability of the proposed facilities or improvements to perform, and to absorb or avoid damage without suffering complete or substantial failure. As part of the review, identify additional risk assessment studies or tools that are available to evaluate the susceptibility of the facilities or improvements to natural and man-made events beyond the applicable established thresholds. Upon Owner request, as an additional service, perform additional risk assessment studies or tools to further evaluate system resiliency beyond the applicable established thresholds. **Not Applicable.**

13. Utilities, including Underground Facilities

    a. Review any utility mapping and surveys and other utilities documentation made available by Owner. Take note of observable utilities during Site visit.

    b. Identify, in a preliminary manner and to the extent determinable by such mapping or other information provided by Owner, and by observations at the Site, those utilities (whether above-ground utilities of any type, or Underground Facilities) likely to be affected by the Project construction and additional utility facilities or extensions that will be needed to serve the Project.

    c. If the impact on existing utilities or the need for additional utility facilities or extensions cannot reasonably be determined in a preliminary manner from mapping or other information provided by Owner, or such information was not available from Owner, then assist Owner in evaluating the need to either obtain

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additional utility mapping and utility documentation during the Study and Report Phase, or undertake other alternative approaches and contingencies to account for utility uncertainties in this phase.

d. Advise Owner of additional utility documentation and coordination needed during the design and construction phases to adequately assess, mitigate, and manage the impact of the Project (including any additional utility facilities or extensions needed to serve the Project) on existing utilities.

e. Use ASCE 38, "Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data" as a means to advise the Owner regarding the extent and identification and mapping of existing Underground Facilities during the design and construction phases.

1) If Owner has retained a land surveyor, utility engineer, or utility consultant, collaborate with such individuals or entities regarding the application of ASCE 38.

14. Inquire regarding survey methodologies and technologies that would aid in addressing Owner's Project requirements. Develop a scope of work and survey limits for any topographic and other surveys necessary for design. For recommended survey deliverables, specify a) required technical specifications; b) pertinent datum; c) survey limits, and d) formats of deliverables. Collaborate with land surveyor, when separately retained by Owner or third party, to develop such scope of work.

a. **Refer to Attachment Exhibit A Scope of Services**

15. 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).

a. For each recommended solution, Engineer will separately tabulate Total Project Cost, itemizing those items and services included within the definition of Total Project Costs.

b. Engineer will meet with Owner to discuss the draft Report and receive Owner's comments.

16. Perform or provide the following other Study and Report Phase tasks or deliverables:

a. **[Refer to Attachment Exhibit A Scope of Services**

17. Furnish the Report and any other Study and Report Phase deliverables to Owner pursuant to the requirements of the Deliverables Schedule in Exhibit B, and review the deliverables with Owner.

18. Revise the Report and any other Study and Report Phase deliverables in response to Owner's comments, as appropriate, and submit revised deliverables pursuant to the Deliverables Schedule.

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

1.03 Preliminary Design Phase

A. After acceptance by Owner of the Report and any other Study and Report Phase deliverables (if Engineer's services under this Agreement included Study and Report Phase services); selection by Owner of a recommended solution; issuance by Owner of any instructions for use of Project Strategies, Technologies, and Techniques, or for inclusion of sustainable features in the design, or enhanced resiliency of the design; indication by Owner of any specific modifications or changes in the scope, extent, character, or design requirements of the Project desired by Owner; and any necessary changes, refinements, and supplementation of the Baseline Information set forth at the beginning of this Exhibit A, Engineer and Owner shall discuss, resolve, and document in writing any necessary revisions to Engineer's scope of services, compensation (through application of the provisions regarding Additional Services, or otherwise), and the time for completion of Engineer's services, resulting from the selected solution, related Project Strategies, Technologies, or Techniques, sustainable design and resiliency instructions, specific modifications to the Project, or changes, refinements, or supplementation of the Baseline Information.

B. Upon written authorization from Owner, Engineer shall:

1. Review and assess all available Project information and data, including any pertinent reports or studies (whether prepared by Engineer or others) and any related instructions from Owner.

2. Based on the threshold review and assessment of available information and data, advise Owner of any need for Owner to obtain, furnish, or otherwise make available to Engineer any additional information and data, for Engineer's use in the preparation of a Preliminary Design Phase Report.

3. Prepare a Preliminary Design Phase Report in the following format: **The scope of the design and sufficient for Owner's purposes— ranging from a consolidated and comprehensive technical specs, narrative report, and assemblage of required 30% drawings**.

4. The Preliminary Design Phase Report will consist of final design criteria, preliminary drawings, a preliminary list of expected specifications, and written descriptions of the Project. The Preliminary Design Phase Report will consider the following matters to the extent applicable to the Project and as necessary to establish the basis of design for proceeding to final design and construction:

a. The Project concept, intent, performance criteria, desired outcomes, Owner's standards and Owner directed improvements and facility elements as established in the Study and Report Phase and as expressly set forth in the Baseline Information section of this Exhibit A (collectively the "Project Goals").

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b. Recommended appropriate design criteria for each primary portion and significant discipline of the design necessary to address the Project Goals.

c. Site conditions and characterization as known at the time of, or to be determined during, the Preliminary Design Phase, including topography; subsurface information; Constituents of Concern; cultural, historical, and archaeological resources at the Site; wetlands information; and evaluations of flora and fauna that may be affected by the Project.

d. The time schedule for completion of the Project in accordance with Project Goals, including any recommended changes to the time required to complete the Final Design Phase (as set forth in Exhibit B, Deliverables Schedule) and estimated schedule(s) for construction.

e. Identification of major items of materials and equipment, rationale for selection with consideration of quality, suitability, pricing, sourcing, regulatory, and bidding issues affecting recommended selection.

f. Revised opinions of probable Construction Cost.

g. The impact of Project Strategies, Technologies, and Techniques, sustainable features, and enhanced resiliency selected by Owner for inclusion in the Project on the Project Goals, schedule and probable Construction Cost, including impact of multiple prime construction contracts, separate procurement of materials or equipment, and other alternate project delivery methods when the Project Goals necessitate and Owner authorizes;

h. Construction Phase quality assurance and quality control needs affecting development of Drawings and Specifications and other Final Design and Bidding Phase documents.

i. The effect of permits and authorizations by other entities and utility coordination needs on the Project.

j. Other matters and information pertinent to addressing the Project Goals.

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

6. Visit the Site as needed to prepare the Preliminary Design Phase Report.

7. If at any point in the Preliminary Design Phase it becomes apparent to Engineer that additional reports, data, information, or services of the types described in Article 2 are necessary, then so advise Owner, and assist Owner in obtaining such reports, data, information, or services.

8. Above-Ground Utilities

   a. Review above-ground utilities information obtained from Owner and from observations at the Site.

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b. Make recommendations regarding any further identification, investigation, and mapping of above-ground utilities at or adjacent to the Site, for Engineer's design purposes or otherwise.

c. Account for above-ground utilities, based on available information, when advancing design during the Preliminary Design Phase.

9. Underground Facilities

a. Review Underground Facilities data furnished by Owner. Assist Owner in reducing and managing risks associated with Underground Facilities by working together with Owner to jointly establish a procedure ("Underground Facilities Procedure") for the further identification, investigation, and mapping of Underground Facilities at or adjacent to the Site, using ASCE 38, "Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data," as a basis for establishing such Underground Facilities Procedure.

b. Such Underground Facilities Procedure must take into account the Site and the nature of the Project.

c. Use the Underground Facilities Procedure to aid in the performance of design services:

1) Account for Underground Facilities, based on available information, when advancing the design during the Preliminary Design Phase.

2) The Underground Facilities Procedure will include a plan to keep Underground Facilities information current as Engineer proceeds with the provision of design services, and to add new or relocated Underground Facilities information to the base utility or Site drawings.

3) To manage the potential impact of design changes on Underground Facilities, Engineer shall work together with Owner to modify or reapply the Underground Facilities Procedure as the design progresses and changes.

10. Mitigation of Utilities Conflicts

a. Identify potential conflicts between the Project (including existing and new facilities and structures) and above-ground utilities and Underground Facilities as reviewed in Exhibit A Paragraphs 1.03.B.8 and 9 above, and advise Owner regarding the need for resolution of such conflicts with utility and Underground Facilities owners and permit agencies. Identify the potential need for the relocation of existing above-ground utilities and Underground Facilities.

b. Update the Underground Facilities Procedure as necessary for any Underground Utilities conflicts and relocations.

c. Working together with Owner, jointly identify which specific parties or other entities will be responsible for implementation of the various specific parts of the Underground Facilities Procedure (including those parts that address resolution of Underground Facilities conflicts), and for resolution of above-ground utilities

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conflicts. Such identification will take into account Owner's authority and standing, as owner of the Site, with respect to Underground Facilities and above-ground utilities.

1) To the extent that Owner and Engineer agree that in addition to performing the design-related obligations set forth in Exhibit A Paragraphs 1.03.B.8 and 9, Engineer will also implement any non-design part of the Underground Facilities Procedure (including resolution of Underground Facilities conflicts), or undertake resolution of above-ground utilities conflicts, such additional duties will be Additional Services under Article 2 of this Exhibit A.

11. Surveys, Topographic Mapping, and Utility Documentation

    a. Coordinate with Owner's utility engineer, utility consultant, or land surveyor for the necessary field surveys, topographic mapping, and utility documentation required for Engineer's design purposes, or by the Underground Facilities Procedure.

    b. If no scope of work and procedure for utility documentation has been established, selected, or authorized, then at a minimum Engineer will contact utility owners and obtain available information. Except as otherwise provided in this Agreement, Owner acknowledges that the information gathered from utility owners may be incorrect, incomplete, outdated, or otherwise flawed, and as to Engineer, bidders, and Contractor, the Owner accepts all associated risks. Owner reserves all associated rights as to recourse against the sources of such flawed information and against third parties.

12. Prepare initial draft of a comprehensive permit document that identifies Owner's permit duties, Engineer's permit duties, and Contractor's permit duties, and the schedule for permitting activities.

13. Continue to assist Owner with Project Strategies, Technologies, and Techniques that Owner has chosen to implement in Exhibit A Paragraph 1.03.A.

14. Obtain 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/Proposal Documents and Front-End Construction Contract Documents.

    a. Also obtain copies of Owner's standard Bidding/Proposal Documents and Front-End Construction Contract Documents (if other than the EJCDC 2018 Construction Series documents), and any other related documents or content for Engineer to include in drafts of the Project-specific Bidding/Proposal Documents and Front-End Construction Contract Documents, when applicable.

    b. Review Owner's instructions regarding procurement, bidding and contracting of construction services with respect to effects on the Project design, schedule and construction and address as needed in the Preliminary Design Phase deliverables.

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15. Prepare the Preliminary Design Phase Report. This Report will consist of, as appropriate, separate or combined submittals in whole or summary, the Preliminary Design Phase documents listed in Exhibit A Paragraph 1.03.B.4, and Engineer's findings and recommendations for advancing the Project to the Final Design Phase (including Engineer's findings and recommendations, if any, regarding permitting, utilities, and Underground Facilities). The submittal will be in the format of a report, or otherwise organized and assembled for ease and practicality of use.

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

    b. Engineer will meet with Owner to discuss the draft Preliminary Design Phase submittal and receive Owner's comments.

16. Perform or provide the following other Preliminary Design Phase tasks or deliverables:

    a. **NONE**.

17. Furnish the Preliminary Design Phase Report, opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables to Owner pursuant to the requirements of the Deliverables Schedule in Exhibit B, and review the deliverables with Owner.

18. Revise the Report and any other deliverables in response to Owner's comments, as appropriate, and submit revised deliverables pursuant to the Deliverables Schedule.

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

1.04 Final Design Phase

A. After acceptance by Owner of the Preliminary Design Phase Report and any other Preliminary Design Phase deliverables; issuance by Owner of any instructions for specific modifications or changes in the scope, extent, character, or design requirements of the Project desired by Owner; and any necessary changes, refinements, and supplementation of the Baseline Information set forth at the beginning of this Exhibit A, Engineer and Owner shall discuss, resolve, and document any necessary revisions to Engineer's scope of services, compensation (through application of the provisions regarding Additional Services, or otherwise), and the time for completion of Engineer's services, resulting from specific modifications to the Project, or changes, refinements, or supplementation of the Baseline Information.

    1. 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.

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2. If more than one prime construction contract is to be awarded for the Work designed or specified by Engineer, then Owner shall define and set forth (in an exhibit to this Agreement, or in a subsequent document) the duties, responsibilities, and limitations of authority of a person or entity that will have authority and responsibility for coordinating the activities among the various prime Contractors, and any resulting changes in the duties, responsibilities, and authority of Engineer.

3. In the event that the Work designed or specified by Engineer is to be performed or furnished under more than one prime construction contract, or if Engineer's services are to be separately sequenced with the work of one or more separate design professional consultants or 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/Proposal, Construction, and Post-Construction Phases in order to sequence and coordinate properly such services as are applicable under such separate prime construction contracts. This schedule is to be prepared and included in or become an amendment to Exhibit A whether or not the work under such construction contracts is to proceed concurrently.

B. Upon written authorization from Owner, Engineer shall prepare final Drawings and Specifications indicating the scope, extent, and character of the Work to be performed and furnished by Contractor, in accordance with the Preliminary Design Phase Report (as revised) and other Preliminary Design Phase deliverables. As part of the preparation of the Drawings and Specifications, Engineer shall prepare interim drafts and final Drawings and Specifications as follows, pursuant to the Deliverables Schedule in Exhibit B:

1. 60% - First Final Design Phase draft of all Drawings and Specifications.

2. 90% - Second Final Design Phase draft of all Drawings and Specifications, addressing Owner comments and including appropriate design advancement.

3. Final Drawings and Specifications that address Owner comments; complete the design; are suitable for estimating and pricing by prospective Contractors; and are complete and ready for construction.

C. In preparing the Specifications (and any bidding, contract, or other documents that are part of Engineer's scope of services), Engineer shall obtain from Owner or Owner's legal counsel any relevant constraints such as requirements for use of domestic steel and iron, other domestic purchasing requirements, statutory restrictions on utilizing proprietary specifying methods, and the like, and comply with or account for such constraints in drafting Specifications, Bidding/Proposal Documents, and other Project documents.

D. Engineer shall prepare or assemble draft Bidding/Proposal Documents and Front-End Construction Contract Documents as follows:

1. Such documents will be based on the 2018 EJCDC Construction Documents, and on the specific bidding or Contractor selection-related instructions and forms, contract forms, text, or other content received from Owner.

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2. When Engineer is required to use other than the 2018 EJCDC Construction Documents, then as required in the Preliminary Design Phase Owner will furnish to Engineer a copy of the required documents to be used for the Project's Bidding/Proposal Documents and Front-End Construction Contract Documents. Prior to the first Final Design Phase submittal, Engineer will review the bidding and contracting documents furnished by Owner and provide comments to Owner. Engineer will meet with Owner to discuss Engineer's comments. Owner will consider Engineer's recommendations to revise Owner's documents for the Project.

3. Engineer will furnish to Owner, for review by Owner's legal counsel, the draft Bidding/Proposal Documents and Front-End Construction Contract Documents. Owner and Owner's legal counsel must transmit to Engineer, in a timely manner, one coordinated set of comments and revisions to the draft documents.

E. During the Final Design Phase the Engineer shall continue to account for above-ground utilities and Underground Facilities as the design advances and is finalized. This may include:

1. performing the services assigned to Engineer under the Underground Facilities Procedure described in Exhibit A Paragraph 1.03 above, including but not limited to the design-related tasks in Exhibit A Paragraph 1.03.B.9.

2. addressing required and proposed activities or mitigations identified in the analysis of utilities and by the Underground Facilities Procedure as having an impact on the final design, and considering such in preparing the Drawings and Specifications.

F. Engineer shall perform or furnish the following other Final Design Phase services:

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

2. Assist with or prepare applications for permits and approvals, as follows:

a. Update comprehensive permit document created in Preliminary Design Phase for Final Design detail.

b. Prepare the following applications for Owner's submittal to authorities having jurisdiction over the construction or operation of the Project:

1) **MDEQ – Sewer Permit**

2) **MDOH – Water Permit**

3) **MDEQ – SWPPP Permit**

c. Confer with Owner regarding revisions, if any, to the application(s), and make appropriate revisions to the application(s) for Owner's resubmittal to the authority having jurisdiction.

d. Provide technical criteria, written descriptions, and design data for Owner's use in filing applications for permits from or approvals of the authorities having jurisdiction listed above, including applications for review or approval of the final design.

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e. Identify and indicate in the Construction Contract Documents the permits and approvals for which Contractor will be responsible, including work permits, building permits, and other permits and approvals that will be Contractor's responsibility; and, in addition, indicate those permits initially obtained by Owner for which Contractor will be a co-permittee, together with associated requirements.

f. Unless expressly indicated otherwise, Engineer's scope and budget includes attending one meeting or conference call with each permit and approval-issuing agency to discuss the Project and receive the agency's comments on the application.

g. Engineer does not guarantee issuance of any required permit or approval.

h. Fees charged by authorities having jurisdiction for such permits or approvals are the responsibility of Owner.

3. Advise Owner of any recommended adjustments to the opinion of probable Construction Cost. Furnish to Owner an updated opinion of probable Construction Cost with the interim and final deliverables of the Drawings and Specifications.

4. After consultation with Owner, include in the Front-End Construction Contract Documents any Electronic Document Protocol addressing 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.

5. 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.

6. Review the preliminary schedule for the Construction Phase and advise Owner when initial understanding of the Construction Contract Times must or should be revised, and furnish Owner with recommendations on revisions to the proposed Construction Contract Times.

7. Engineer's project manager and other appropriate staff will participate in the following meetings and conference calls:

   a. First draft design review meeting at Owner's office.

   b. Second draft design review meeting at Owner's office.

   c. **Other meetings as needed.**

   d. Engineer will prepare and distribute minutes of each such meeting and conference call, indicating attendees, topics discussed, decisions made, and action items for follow-up.

8. Perform or provide the following other Final Design Phase activities or deliverables:

   a. **Any other tasks as needed.**

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G. Engineer shall complete the Final Design Phase as follows:

1. Pursuant to the requirements of the Deliverables Schedule in Exhibit B, furnish for review by Owner, its legal counsel, and other advisors, the final Drawings and Specifications (as set forth in Exhibit A Paragraph 1.04.B.3 above); assembled drafts of other Construction Contract Documents including the draft Front-End Construction Contract Documents; the draft Bidding/Proposal Documents; the most recent opinion of probable Construction Cost; and any other Final Design Phase deliverables, and review the deliverables with Owner.

2. Revise the final Design Phase deliverables in response to Owner's comments, as appropriate, and submit revised deliverables pursuant to the Deliverables Schedule.

3. 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; assembled drafts of the Front-End Construction Contract Documents; the draft Bidding/Proposal Documents; and any other Final Design Phase deliverables, as revised.

1.05 Bidding/Proposal Phase

A. After acceptance by Owner of the final Drawings and Specifications; assembled drafts of other Construction Contract Documents, including the draft Front-End Construction Contract Documents; the draft Bidding/Proposal Documents; the most recent opinion of probable Construction Cost as determined in the Final Design Phase, and any other Final Design Phase deliverables, 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 Bidding/Proposal Documents and proposed Construction Contract Documents to prospective contractors; if 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, if any, for the issued documents.

a. **Owner's procurement website, commercial plan room or web service, and distribution by Engineer that Owner will use for distributing Bidding Documents.**

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

3. 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 Exhibit A Paragraph 2.01.A.2.

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4. Attend the bid opening; prepare bid tabulation sheets; and assist Owner in evaluating bids or proposals, assembling final Construction Contracts for the Work for execution by Owner and Contractor, and in preparing notices of award to be issued by Owner for such contracts.

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

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

7. Consult with Owner as to the qualifications of subcontractors, 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.

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/Proposal Phase tasks or deliverables:

    a. **Other needed tasks.**

10. The Bidding/Proposal Phase will be considered complete upon award of Construction Contracts for the Work and commencement of the Construction Phase, or upon cessation of negotiations with prospective contractors.

1.06 Construction Phase

A. After completion of the Final Design Phase and concurrent with the Bidding/Proposal Phase, and after issuance by Owner of any instructions for specific modifications or changes in the scope, extent, character, design, schedule, number of prime construction contracts, and other construction requirements of the Project during the Construction Phase desired by Owner, the Engineer and Owner shall discuss, resolve, and document any necessary revisions to Engineer's scope of services or compensation (through application of the provisions regarding Additional Services, or otherwise), or the time for completion of Engineer's services, resulting from specific modifications to the Project.

    1. Engineer shall be responsible only for those Construction Phase services expressly required of Engineer in Exhibit A Paragraph 1.06, as duly modified. With the exception of such expressly required services, Engineer shall have no design, Submittal (including Shop Drawing) review, or other obligations during construction, and Owner assumes all responsibility for providing or arranging for all other necessary Construction Phase administrative, engineering, and professional services.

    2. Owner waives all claims against Engineer and its officers, directors, members, partners, agents, employees, and Subconsultants, and Engineer's Subcontractors, 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. Notwithstanding the foregoing waiver, Engineer shall be responsible for any professional opinions and interpretations provided by Engineer to Owner during the Construction Phase or Post-Construction Phase, including interpretations or clarifications of the Construction Contract Documents.

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B. Upon successful completion of the Bidding/Proposal Phase, and upon written authorization from Owner, Engineer shall provide the following services:

1. General Administration of Construction Contract: Consult with Owner and act as Owner's representative as provided in this Agreement and the Construction Contract. Unless otherwise set forth in the scope of Basic Services (as duly modified), 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 (2018) or other construction general conditions specified in this Agreement. Except as otherwise provided in the Construction Contract, Owner's communications to Contractor will be issued through Engineer.

    a. If the responsibilities of Engineer as set forth in the Construction Contract are greater than those Construction Phase services expressly required of Engineer in Exhibit A Paragraph 1.06, as duly modified, then Owner shall either (1) expand the scope of the Construction Phase services to match those of the Construction Contract, and compensate Engineer for any related increases in the cost to provide Construction Phase services, pursuant to the provisions for compensating Additional Services, or (2) identify a qualified individual or entity (other than Engineer) responsible for the additional responsibilities in the Construction Contract.

    b. 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, or if Owner requires Engineer's services for construction that extends longer than the anticipated Construction Contract Times, then Owner shall compensate Engineer for any related increases in the cost to provide Construction Phase services, pursuant to the provisions for compensating Additional Services.

    c. Engineer shall not be required to furnish or perform services contrary to Engineer's responsibilities as a licensed professional.

2. Field Office: **Not Applicable -** Engineer and Resident Project Representative (if any) will be based in a field office at the Site. The field office will be furnished and maintained at Owner's expense, and will include reasonable furnishings, all required temporary utilities (including internet service) and facilities, and be secured for Engineer's (and RPR's) exclusive use.

3. Resident Project Representative (RPR): Provide the services of an RPR at the Site to assist 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.

4. Selection of Independent Testing Laboratory: Assist Owner in the selection of an independent testing laboratory to perform required testing services.

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5. Pre-Construction Conference: Participate in a pre-construction conference prior to commencement of Work at the Site; prepare and distribute agenda for the conference and prepare and distribute minutes of such conference.

6. Electronic Transmittal Protocols: If the Construction Contract does not establish protocols for transmittal of Electronic Documents by Electronic Means, then Owner, Engineer, and Contractor shall jointly develop such protocols.

7. 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.

8. Schedules: Receive, review, and, and, subject to the criteria of the Construction Contract, 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. Advise Contractor in writing of Engineer's comments or acceptance of schedules.

    a. Schedules will be acceptable to Engineer as to form and substance:

        1) Progress Schedule: if it provides an orderly progression of the Work to completion within the Contract Times. Such acceptance will not impose on Engineer responsibility for the Progress Schedule, for sequencing, scheduling, or progress of the Work, nor interfere with or relieve Contractor from Contractor's full responsibility therefor.

        2) Contractor's Schedule of Submittals: if it provides a workable arrangement for reviewing and processing the required Submittals.

        3) Contractor's Schedule of Values: if it provides a reasonable allocation of the Contract Price to the component parts of the Work.

9. 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.

10. Permits: Provide Owner with copies of technical information and supporting data previously obtained or developed by Engineer for Owner's use, or for Owner to provide to Contractor, in obtaining required permits and licenses delegated to Contractor by Owner.

11. 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 the Work, as Engineer deems necessary, to observe as an experienced and qualified design professional, the progress of Contractor's executed Work. Such visits and

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observations by Engineer, including its RPR, 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 its RPR, 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. Engineer will make a report of Engineer's visit, summarizing Engineer's general observations and any significant findings.

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 by this Agreement 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 will not, during such visits or as a result of such observations of the Work, supervise, direct, or have control over the Work, nor will 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.

12. Defective Work: If, on the basis of Engineer's observations or as indicated in documentation available to Engineer, Engineer believes that any part of the Work is defective under the terms and standards set forth in the Construction Contract Documents, Engineer will promptly issue written notice to Contractor (with copy to Owner) of such defective Work. Such notice will communicate the scope, extent (to Engineer's understanding) of defect, and associated provisions of the Construction Contract Documents.

    a. Provide recommendations to Owner regarding whether Contractor should correct such Work or remove and replace such Work, or whether Owner should consider accepting the defective Work in accordance with the provisions of the

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Construction Contract Documents. Engineer shall give notice to Contractor regarding whether the defective Work should be repaired, replaced, or will be accepted by Owner.

b. However, Engineer's authority to provide this information to Owner or Engineer's decision to exercise or not exercise such authority will not give rise to a duty or responsibility of the Engineer to Contractors, Subcontractors, material and equipment suppliers, their agents or employees, or any other person(s) or entities performing any of the Work, including but not limited to any duty or responsibility for Contractors' or Subcontractors' safety precautions and programs incident to the Work.

13. 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.

14. 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.

15. 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 (a) the performance or acceptability of the Work under the Construction Contract Documents, (b) the design (as set forth in the Drawings, Specifications, or otherwise), or (c) 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.

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

17. 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.

18. 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 must 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

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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.

19. Differing Site Conditions: Respond to any notice from Contractor of differing site conditions, including conditions relating to Underground Facilities such as utilities, and hazardous environmental conditions. Promptly conduct reviews and prepare findings, conclusions, and recommendations for Owner's use subject to limitations of Engineer's obligations under this Agreement.

20. Contractor's Submittals: Review and approve or take other appropriate action with respect to required Contractor Submittals, but only to determine if the items covered by the Submittals will, after installation or incorporation in the Work, comply with the requirements of the Construction Contract Documents, and for 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.

21. Substitutes and "Or-equals": Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor, but subject to the provisions of Exhibit A Paragraph 2.01.A.2.

22. 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 whether 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. Reply to Contractor requests for written concurrence that specific portions of the Work that are to be inspected, tested, or approved may be covered.

    c. Issue written requests to Contractor that specific portions of the Work remain uncovered.

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

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

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23. Contractor's 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 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, within the limits 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.

24. 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 Exhibit A Paragraph 1.06.B.20. Receive from Contractor, review, and transmit to Owner the annotated record

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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 will be to check that Contractor has submitted a complete set of those documents that Contractor is required to submit.

25. Substantial Completion: Promptly after notice from Contractor that Contractor considers the entire Work ready for its intended use, visit the Site in company with Owner and Contractor 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, 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.

26. Other Tasks: Perform or provide the following other Construction Phase tasks or deliverables:

    a. **Any tasks as needed.**

27. Completion and Acceptability of the Work: After notice from Contractor that the Work is complete:

    a. visit the Site with Owner and Contractor to determine if the Work is in fact complete and acceptable;

    b. notify Contractor of any part of the Work that is found during the visit to be incomplete or defective, and subsequently confirm that Contractor has corrected any such deficiencies;

    c. follow the procedures in the Construction Contract regarding review and response to Contractor's application for final payment and accompanying documentation; and

    d. if Engineer is satisfied that the Work is complete and acceptable, provide a notice to Owner and Contractor using EJCDC® C-626, Notice of Acceptability of Work (attached as Exhibit E), stating that the Work is acceptable (subject to the provisions of the Notice and this Exhibit A) within the limits of Engineer's knowledge, information, and belief, and based on the extent of the services provided by Engineer under this Agreement.

28. 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.

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C. 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 Contractor. If the Project involves more than one prime contract as indicated in Exhibit A Paragraph 1.04.A.1, 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.

1.07 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.

3. Perform or provide the following other Post-Construction Phase tasks or deliverables:

a. **Any such tasks as needed.**

B. The Post-Construction Phase services may commence during the Construction Phase and, if not otherwise modified in this Exhibit A, will terminate 12 months after the commencement of the Construction Contract's correction period.

ARTICLE 2—ADDITIONAL SERVICES

2.01 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. These services are not included as part of Basic Services and will be paid for by Owner as indicated in Exhibit J.

1. Substantive design and other technical services in connection with Work Change Directives, Change Proposals, and Change Orders to reflect changes requested by Owner.

2. Services essential to the orderly progress of the Bidding/Proposal and Construction Phases and not wholly quantifiable prior to those Phases or otherwise dependent on the actions of prospective individual bidders or contractors and including:

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a. making revisions to Drawings and Specifications occasioned by the acceptance of substitute materials or equipment other than “or equal” items;

b. 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;

c. evaluation and determination of an excessive number of proposed "or equals" or substitutions, whether proposed before or after award of the Construction Contract; and

d. providing to the Contractor or Owner additional or new information not previously prepared or developed by the Engineer for their use in applying for or obtaining required permits and licenses, in responding to agency comments on such applications, or in the administration of any such permits or licenses.

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. Implement coordination of Engineer’s services with other parts of the Project that are not planned or designed by Engineer or its Subconsultants, unless Owner furnished to Engineer substantive information about such other parts of the Project prior to the parties’ entry into this Agreement, in the Baseline Information section of this Exhibit A, or otherwise in Exhibit A; if such substantive information has been so provided, coordination of Engineer’s services will be part of Basic Services.

6. Implement the specific parts of an Underground Facilities Procedure that are assigned to Engineer, or above-ground utilities tasks that are assigned to Engineer as the Project progresses (but not including the design-related services already assigned to Engineer as a Basic Service).

7. 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.

8. 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.

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

10. 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

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that exceed those normally required of engineering personnel by federal, State, or local safety authorities for similar construction sites.

11. To the extent the Project is subject to Laws and Regulations governing public or government records disclosure or non-disclosure, Engineer will comply with provisions applicable to Engineer, and Owner will compensate Engineer as Additional Services for Engineer's costs to comply with any disclosure or non-disclosure obligations beyond those identified in the Basic Services.

12. Services directly attributable to changes in Engineer's Electronic Documents obligations after the effective date of the Agreement.

2.02 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 J.

1. Obtain or provide specified additional Project-related information and data to enable Engineer to complete its Basic and Additional Services.

2. Preparation of special and customized reporting, invoicing, and related support documentation in addition to that identified to be provided under Basic Services.

3. 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.

4. 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.

5. 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.

6. Services resulting from Owner's request to evaluate additional Study and Report Phase alternative solutions beyond those agreed to in Exhibit A Paragraph 1.02.A.1.

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

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

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

    a. All-hazards risk assessments and other studies to evaluate the feasibility of enhancing the resiliency of the design;

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

    c. 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;

    d. preparation of appraisals;

    e. with respect to proprietary systems or processes requiring licensing, providing services necessary to assist Owner in obtaining such licensing.

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

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

10. Furnishing services of Subconsultants or Engineer's Subcontractors for other than Basic Services.

11. Providing data or services of the types described in Article 2, when Owner retains Engineer to provide such data or services instead of Owner furnishing the same.

12. Providing the following services:

    a. Services attributable to more prime construction contracts than specified in Exhibit A Paragraph 1.04.A.1.

    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.

13. 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 (Article 1 of Exhibit A).

14. 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 constructability 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.

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15. Preparing additional bidding-related documents (or requests for proposals or other construction procurement documents); preparing pre-qualification procedures and documents, and participating in pre-qualifying prospective Bidders; and preparing Construction Contract Documents for alternate bids.

16. Assistance in connection with bid protests, rebidding, or renegotiating contracts for construction, materials, equipment, or services.

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

18. Services to assist Owner in developing or modifying protocols for transmittal of Electronic Documents by Electronic Means after the effective date of this Agreement, either by revising or adapting Exhibit F to the Project or implementing other Electronic Documents protocols among Project participants.

19. Any services by Engineer in connection with Owner or Engineer providing a Document to a Requesting Party under Exhibit F Paragraph 1.01.D (see Exhibit F, Electronic Documents Protocol), or any other distribution of a Document to a third party. Such services may include but are not limited to preparing the data contained in the requested Document in a manner deemed appropriate by Engineer; creating or otherwise preparing and distributing the Document in a format necessary to respond to Owner's direction or decision to provide the Document to a requesting party, including Contractor, in a format other than that required for deliverables from Engineer to Owner; and services in connection with obtaining required releases from the third parties to which the Documents will be distributed. Compensation for these Additional Services is not contingent upon Owner's reimbursement from the requesting party.

20. 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.

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

22. 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.

23. 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.

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

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

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

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27. 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.

28. Preparing to serve or serving as a consultant or witness for, or producing documents for or on behalf of, Owner in any litigation, arbitration, mediation, lien or bond claim, or other legal or administrative proceeding involving the Project (but not including disputes between Owner and Engineer).

29. Overtime work requiring higher than regular rates.

30. Providing construction surveys and staking to enable Contractor to perform its work other than as required under Exhibit A Paragraph 1.06.B.9; any type of property surveys or related engineering services needed for the transfer of interests in real property; providing construction and property surveys to replace reference points or property monuments lost or destroyed during construction; and providing other special field surveys.

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

32. 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).

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

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EXHIBIT B—DELIVERABLES SCHEDULE

Paragraphs 2.04.E, 3.02.A, and Exhibit A of the Agreement are supplemented by the following paragraph and table.

Engineer shall furnish Documents to Owner as required in Column 2 of the following table (and as further described in Exhibit A), according to the schedule in Column 4. Owner shall comment or take other identified actions with respect to the Documents as indicated in Column 2 (and as further described in Exhibit A), according to the schedule in Column 4.

Party	Action	Exhibit A Reference	Schedule
Engineer	Submit **2** review copies of the Report and other Study and Report Phase deliverables to Owner.	1.02.A.17	Within **90** days of the Effective Date.
Owner	Submit comments regarding the Report and other Study and Report Phase deliverables to Engineer.	1.02.A.18	Within **14** days of the receipt from Engineer of the Report and other Study and Report Phase deliverables.
Engineer	Submit **2** copies of the revised Report and other Study and Report Phase deliverables to Owner.	1.02.A.18	Within **5** days of the receipt of Owner's comments regarding the Report and other Study and Report Phase deliverables.
Engineer	Submit **2** review copies of the Preliminary Design Report, opinion of probable Construction Cost, and other Preliminary Design Phase deliverables to Owner.	1.03.B.17	Within **30** days of Owner's authorization to proceed with Preliminary Design Phase services.
Owner	Submit comments regarding Preliminary Design Report, opinion of probable Construction Cost, and other Preliminary Design Phase deliverables to Engineer.	1.03.B.18	Within **5** days of the receipt from Engineer of Preliminary Design Report, opinion of probable Construction Cost, and other Preliminary Design Phase deliverables.
Engineer	Submit **2** copies of the revised Preliminary Design Report, opinion of probable Construction Cost, and other Preliminary Design Phase deliverables to Owner.	1.03.B.18	Within **5** days of the receipt of Owner's comments regarding the Preliminary Design Report, opinion of probable Construction Cost, and other Preliminary Design Phase deliverables.
Engineer	Submit **2** copies of the first Final Design Phase draft of Drawings and Specifications to Owner.	1.04.B.1	Within **30** days of Owner's authorization to proceed with Final Design Phase services.
Owner	Submit comments and instructions regarding the first Final Design Phase draft of Drawings and Specifications to Engineer.	1.04.B.1	Within **5** days of the receipt of the first final Design Phase drafts of Drawings and Specifications from Engineer.

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Party	Action	Exhibit A Reference	Schedule
Engineer	Submit **2** copies of the second Final Design Phase drafts of Drawings and Specifications to Owner.	1.04.B.2	Within **5** days of the receipt of Owner's comments and instructions regarding the first Final Design Phase drafts of Drawings and Specifications.
Engineer	Submit **2** of copies of draft Bidding/Proposal and Front-End Construction Contract Documents, as required, and any other Final Design Phase deliverables (other than Drawings and Specifications) to Owner.	1.04.D.3; 1.04.F.8	Concurrent with submittal to Owner of the second Final Design Phase drafts of Drawings and Specifications.
Owner	Submit comments and instructions regarding the second Final Design Phase drafts of Drawings and Specifications to Engineer.	1.04.B.2	Within **5** days of the receipt from Engineer of the second Final Design Phase drafts of Drawings and Specifications.
Engineer	Submit **2** copies of the final, completed, pricing-ready and construction-ready Drawings and Specifications to Owner.	1.04.B.3 and 1.04.G.1	Within **15** days of the receipt of Owner's comments and instructions regarding the second Final Design Phase drafts of Drawings and Specifications.
Owner	Submit comments and instructions regarding the final, completed, pricing-ready and construction-ready Drawings and Specifications to Engineer.	1.04.G.2	Within **15** days of the receipt from Engineer of the final, completed, pricing-ready and construction-ready Drawings and Specifications.
Owner	Submit comments and instructions regarding drafts of Bidding/Proposal and Front-End Construction Contract Documents, and any other Final Design Phase deliverables (other than Drawings and Specifications) to Engineer.	1.04.D.3; 1.04.F.8	Concurrent with Owner's submittal of comments and instructions regarding the final, completed, pricing-ready and construction-ready Drawings and Specifications.

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Party	Action	Exhibit A Reference	Schedule
Engineer	Submit to Owner: **2** copies of the revised final, completed, pricing-ready and construction-ready Drawings and Specifications; and **2** of copies of assembled Bidding/Proposal and Front-End Construction Contract Documents, and any other Final Design Phase deliverables.	1.04.G.2 1.04.G.3	Within **5** days of receipt of Owner's final comments and instructions regarding the regarding the final, completed, pricing-ready and construction-ready Drawings and Specifications, the Bidding/Proposal and Front-End Construction Contract Documents, and any other Final Design Phase deliverables.
Engineer	Submit **2** copies of Bidding/Proposal Phase deliverables (if any) identified in Exhibit A Paragraph 1.05.A.9.a to Owner.	1.05.A.9.a	Within **5** days of written authorization by Owner to proceed with Bidding/Proposal Phase services.
Engineer	Submit **2** copies of Construction Phase deliverables (if any) identified in Exhibit A Paragraph 1.06.B.26.a to Owner.	1.06.B.26.a	Within **2** days of **applicable benchmark event such as commencement of the Construction Contract Times**
Engineer	Submit **2** copies of Post-Construction Phase deliverables (if any) identified in Exhibit A Paragraph 1.07.A.3.a to Owner.	1.07.A.3.a	Within **2** days of Substantial Completion.

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AMENDMENT TO OWNER-ENGINEER AGREEMENT

Amendment No. **[Enter Amendment Number]**

Owner: **[Name of Owner]**
Engineer: **[Name of Engineer]**
Project: **[Name of Project]**
Effective Date of Owner-Engineer Agreement: **[Effective Date of Agreement]**
Nature of Amendment: (Check those that apply)

☐ 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. Include cost breakdown and documentation, if applicable.]

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):

Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Amendment. The Effective Date of the Amendment is **[Enter Effective Date of Amendment]**.

Owner	Engineer
_____ (typed or printed name of organization)	_____ (typed or printed name of organization)
By: _____ (individual's signature)	By: _____ (individual's signature)
(Attach evidence of authority to sign.)	(Attach evidence of authority to sign.)
Date: _____ (date signed)	Date: _____ (date signed)
Name: _____ (typed or printed)	Name: _____ (typed or printed)
Title: _____ (typed or printed)	Title: _____ (typed or printed)

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EXHIBIT D—DUTIES, RESPONSIBILITIES, AND LIMITATIONS OF AUTHORITY OF RESIDENT PROJECT REPRESENTATIVE

ARTICLE 1—RESIDENT PROJECT REPRESENTATIVE SERVICES

Article 1 of the Agreement, Services of Engineer, and Exhibit A, Engineer's Services, are supplemented to include Exhibit D Paragraphs 1.01, 1.02, and 1.03, as follows:

1.01 Resident Project Representative

A. Engineer shall furnish a Resident Project Representative ("RPR") to observe progress and quality of the Work. 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. **The RPR will provide full-time representation unless requested by the Owner to work less hours during the working day.**

C. Subject to the scope of RPR's observations of the Work, which may include field checks of materials and installed equipment, Engineer shall endeavor to identify defects and deficiencies in the Work. However, Engineer shall not, as a result of such RPR observations of the Work, supervise, direct, inspect, 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 performance 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 1.06 are applicable.

1.02 Duties and Responsibilities of RPR

A. The duties and responsibilities of the RPR are as follows:

1. General: RPR's dealings in matters pertaining to the Work in general will be with 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, Samples, and other Submittals

    a. Receive Samples that are furnished at the Site by Contractor.

    b. Receive Contractor-approved Shop Drawings.

    c. Receive other Submittals from Contractor.

    d. Record date of receipt of Samples, Contractor-approved Shop Drawings, and other Submittals.

    e. Notify Engineer of availability of Samples for examination, and forward Contractor-approved Shop Drawings and other Submittals to Engineer. When appropriate recommend distribution of Submittal to specified Subconsultants.

    f. 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 Modifications: 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,

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and provide recommendations as to whether such Work should be corrected, removed and replaced, or accepted as provided in the Construction Contract Documents.

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.

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.

f. Nothing in this Agreement will be construed to require RPR to conduct inspections.

11. Records

a. Maintain at the Site orderly files for correspondence, reports of job conferences, copies of Construction Contract Documents including all Change Proposals, 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 Proposals, 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.

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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 company names and points of contact for Contractors, Subcontractors, and major Suppliers of materials and equipment.

e. Maintain records for use in preparing Project documentation.

f. Upon completion of the Work, furnish original set of all RPR Project documentation to designated recipients.

12. Reports

    a. Furnish 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 responses to or make recommends on Change Proposals, 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 appropriate parties of the occurrence of any Site accidents, emergencies, natural catastrophes 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.

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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).

1.03 Limitations of Authority

A. 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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NOTICE OF ACCEPTABILITY OF WORK (EJCDC® C-626 2018)

Owner: Owner's Project No.:
Engineer: Engineer's Project No.:
Contractor: Contractor's Project No.:
Project:
Contract Name:
Notice Date: Effective Date of the Construction Contract:

The Engineer hereby gives notice to the Owner and Contractor that Engineer recommends final payment to Contractor, and that the Work furnished and performed by Contractor under the Construction Contract is acceptable, expressly subject to the provisions of the Construction Contract's Contract Documents ("Contract Documents") and of the Agreement between Owner and Engineer for Professional Services dated **[date of professional services agreement]** ("Owner Engineer Agreement"). This Notice of Acceptability of Work (Notice) is made expressly subject to the following terms and conditions to which all who receive and rely on said Notice agree:

1. This Notice has been prepared 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 has been prepared 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 the Owner Engineer Agreement, 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 Owner Engineer 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 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 Contract Documents, or to otherwise comply with the 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.

Engineer

By (signature): _____
Name (printed): _____
Title: _____

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EXHIBIT F—ELECTRONIC DOCUMENTS PROTOCOL (EDP)

ARTICLE 1—ELECTRONIC DOCUMENTS PROTOCOL (EDP)

Paragraph 6.03 of the Agreement is supplemented by the following Exhibit F Paragraph 1.01 and Exhibit F—Attachment 1: Software Requirements for Electronic Document Exchange:

1.01 Electronic Documents Protocol

A. Electronic Transmittals: The parties shall conform to the following provisions together referred to as the Electronic Documents Protocol ("EDP" or "Protocol") for exchange of electronic transmittals.

1. Basic Requirements

a. To the fullest extent practical, the parties agree to and will transmit and accept Electronic Documents by Electronic Means using the procedures described in this Protocol. Use of the Electronic Documents and any information contained therein is subject to the requirements of this Protocol and other provisions of the Agreement.

b. The contents of the information in any Electronic Document will be the responsibility of the transmitting party.

c. Electronic Documents as exchanged by this Protocol may be used in the same manner as the printed versions of the same documents that are exchanged using non-electronic format and methods, subject to the same governing requirements, limitations, and restrictions, set forth in the Agreement.

d. Except as otherwise explicitly stated herein, the terms of this Protocol will be incorporated into any other agreement or subcontract between the Owner and Engineer and any third party for any portion of the Project, or any Project-related services, where that third party is, either directly or indirectly, required to exchange Electronic Documents with Owner, Engineer, or any Contractor or other entity directly contracted with the Owner to furnish Program-related services. Nothing herein will modify the requirements of the Agreement and applicable Construction Contract Documents regarding communications between and among the individual third parties and their respective subcontractors and consultants, except to the extent that any respective subcontractor or consultant exchanges Electronic Documents with the Owner or Engineer.

e. When transmitting Electronic Documents, the transmitting Party makes no representations as to long term compatibility, usability, or readability of the items resulting from the receiving Party's use of software application packages, operating systems, or computer hardware differing from those established in this Protocol.

f. Nothing herein negates any obligation (1) in the Agreement to create, provide, or maintain an original printed record version of Drawings and Specifications, signed and sealed according to applicable Laws and Regulations; (2) to comply with any applicable Law or Regulation governing the signing and sealing of design

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documents or the signing and electronic transmission of any other documents; or (3) to comply with any notice requirements limiting or otherwise modifying the acceptance of Electronic Documents for such notice.

2. System Infrastructure for Electronic Document Exchange

   a. Each party will provide hardware, operating system(s) software, internet, e-mail, and large file transfer functions ("System Infrastructure") at its own cost and sufficient for complying with the EDP requirements. With the exception of minimum standards set forth in this EDP and any explicit system requirements specified by attachment to this EDP, it will be the obligation of each party to determine, for itself, its own System Infrastructure.

      1) **The maximum size of an e-mail attachment for exchange of Electronic Documents under this EDP is 15 MB**. Attachments larger than that may be exchanged using large file transfer functions or physical media.

      2) Each Party assumes full and complete responsibility for any and all of its own costs, delays, deficiencies, and errors associated with converting, translating, updating, verifying, licensing, or otherwise enabling its System Infrastructure, including operating systems and software, for use with respect to this EDP.

   b. Each party is responsible for its own system operations, security, back-up, archiving, audits, printing resources, and other Information Technology ("IT") for maintaining operations of its System Infrastructure during the Project, including coordination with the party's individual(s) or entity responsible for managing its System Infrastructure and capable of addressing routine communications and other IT issues affecting the exchange of Electronic Documents.

   c. Each party will operate and maintain industry-standard, industry-accepted, ISO-standard, commercial-grade security software and systems that are intended to protect the other party from: software viruses and other malicious software like worms, trojans, adware; data breaches; loss of confidentiality; and other threats in the transmission to or storage of information from the other parties, including transmission of Electronic Documents by physical media such as CD/DVD/flash drive/hard drive. To the extent that a party maintains and operates such security software and systems, it will not be liable to the other party for any breach of system security.

   d. In the case of disputes, conflicts, or modifications to the EDP required to address issues affecting System Infrastructure, the parties will cooperatively resolve the issues; but, failing resolution, the Owner is authorized to make and require reasonable and necessary changes to the EDP to effectuate its original intent. If the changes cause additional cost or time to Engineer, not reasonably anticipated under the original EDP, Engineer shall be entitled to compensation as Additional Services for its costs associated with the revisions to the EDP, delayed adoption of Exhibit L or implementation of other Electronic Documents protocols.

   e. Each party is responsible for its own back-up and archive of documents sent and received during the term of any Project contract/agreement under this EDP, unless this EDP establishes a Project document archive, either as part of a

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mandatory Project website or other communications protocol, upon which the Parties may rely for document archiving during the specified term of operation of such project document archive. Further, each party remains solely responsible for its own post-Project back-up and archive of project documents, as each party deems necessary for its own purposes, after the term of contract, or termination of the project document archive, if one is established.

f. If a receiving party receives an obviously corrupted, damaged, or unreadable Electronic Document, the receiving party will advise the sending party of the incomplete transmission.

g. The parties will bring any non-conforming Electronic Documents into compliance with the EDP. The parties will attempt to complete a successful transmission of the Electronic Document or use an alternative delivery method to complete the communication.

h. The **Owner** will operate a Project information management system (also referred to in this EDP as "Project Website") for use of Owner, Engineer, Contractors, during the Project for exchange and storage of Project-related communications and information. Except as otherwise provided in this EDP or the General Conditions, use of the Project Website by the Parties as described in this paragraph will be mandatory for exchange of Project documents, communications, submittals, and other Project-related information. The following conditions and standards will govern use of the Project Website:

1) Describe the period of time during which the Project Website will be operated and be available for reliance by the Parties.

2) Provide any minimum system infrastructure, software licensing and security standards for access to and use of the Project Website.

3) Describe the types and extent of services to be provided at the Project Website (such as large file transfer, email, communication and document archives, etc.).

4) Include any other Project Website attributes that may be pertinent to the use of the facility by Project-related parties and evaluation by those parties of the functionality and cost of such use.

5) Operation of the Project Website by the Engineer shall be part of Engineer's Basic Services and compensation will be paid on an hourly basis **standard hourly rate** plus expenses associated with operation as detailed in Exhibit C. Total estimated compensation is based on expenses associated with operation for a period of **360 days**.

B. Software Requirements for Electronic Document Exchange; Limitations

1. Each party will acquire the software and software licenses necessary to create and transmit Electronic Documents and to read and to use any Electronic Documents received from the other party (and if relevant from third parties), using the software formats required in this section of the EDP.

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a. Prior to using any updated version of the software required in this section for sending Electronic Documents to the other party, the originating party will first notify and receive concurrence from the other party for use of the updated version or adjust its transmission to comply with this EDP.

2. The parties agree not to intentionally edit, reverse engineer, decrypt, remove security or encryption features, or convert to another format for modification purposes any Electronic Document or information contained therein that was transmitted in a software data format, including Portable Document Format (PDF), intended by sender not to be modified, unless the receiving party obtains the permission of the sending party or is citing or quoting excerpts of the Electronic Document for Project purposes.

3. Software and data formats for exchange of Electronic Documents will conform to the requirements set forth in the following Attachment 1 to this EDP, including software version, if listed.

C. Format and Distribution of Deliverables

1. By definition, "Documents" as used in this Agreement are documents expressly identified as deliverables from Engineer to Owner. Exhibit A of the Agreement identifies various Documents that Engineer is required to deliver to Owner as part of Engineer's services; Exhibit B is a schedule of such Documents. Engineer will transmit such Documents to Owner in the formats identified in Attachment 1 to this Protocol. If no specific format is identified for a deliverable Document, the format will be Portable Document Format (PDF).

2. If a Document will be distributed to third parties, such as prospective bidders and contractors, reviewing agencies, or lenders, the transmittal format for distribution will be as identified in Attachment 1 to this Protocol; provided, however, that if a format for distribution of a specific Document is expressly stated in Exhibit A, then the Exhibit A format will take precedence. If no specific format is identified for distribution of a deliverable Document to third parties, the format will be Portable Document Format (PDF).

a. If a format for Document distribution other than Portable Document Format (PDF) is specified, Owner shall first obtain a written, signed release from each third party to which the deliverable Document is distributed, establishing agreement to the following conditions:

1) The content included in the Electronic Documents prepared by or for Engineer and covered by the request was prepared as an internal working document for Engineer's purposes solely, and is being provided to the third party on an "AS IS" basis without any warranties of any kind, including, but not limited to any implied warranties of fitness for any purpose. As such, the third party is advised and acknowledges that the content may not be suitable for the third party's application, or may require substantial modification and independent verification by the third party. The content may include limited resolution of models; not-to-scale schematic representations and symbols; use of notes to convey design concepts in lieu of accurate graphics; approximations; graphical simplifications; undocumented intermediate revisions; and other devices that may affect subsequent reuse.

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2) Electronic Documents containing text, graphics, metadata, or other types of data that are provided to the Requesting Party are only for the convenience of the third party. Any conclusion or information obtained or derived from such data will be at the third party's sole risk and the third party waives any and all claims against Engineer or Owner arising from the use of the Electronic Documents covered by the request, or of any data contained in such Electronic Documents.

3) The third party shall indemnify and hold harmless Owner, Engineer, and Engineer's Subcontractors and Subconsultants, from all claims, damages, losses, and expenses, including attorneys' fees and defense costs arising out of or resulting from the third party's use, adaptation, or distribution of any Electronic Documents provided under the request.

4) The third party agrees not to sell, copy, transfer, forward, give away or otherwise distribute this information (in source or modified file format) to any third party without the direct written authorization of Engineer, unless such distribution is specifically identified in the request and is limited to the third party's subcontractors and consultants. The third party warrants that subsequent use by the third party's subcontractors and subconsultants will comply with all terms of the Construction Contract Documents and any specific instructions or conditions established by Owner.

b. If Engineer is required to assist or participate in obtaining such releases from third parties, such services will be categorized as Additional Services.

D. Requests by Project-Related Parties for Electronic Documents in Other Formats

1. Owner may release (or direct Engineer to release) an Electronic Document version of a Document prepared by or for Engineer, including but not limited to a deliverable Document as set forth in Exhibit F Paragraph 1.01.C, in a format other than those identified in Exhibit F Paragraph 1.01.B or 1.01.C of the Electronic Documents Protocol, or elsewhere in the Agreement, only if (a) a Contractor or other Project-related party (Requesting Party) makes a good faith request for such release, (b) Owner determines in its sole discretion that such release is prudent and will be beneficial to the Project, and (c) Owner obtains Requesting Party's written consent to the four conditions set forth in Exhibit F Paragraph 1.01.C.2.a.1-4 above.

2. Any services by Engineer in connection with Owner or Engineer providing a Document to a Requesting Party under this Exhibit F Paragraph 1.01.D are Additional Services. Such services may include but are not limited to preparing the data in a manner deemed appropriate by Engineer. Owner may require reimbursement from the Requesting Party for the cost of such Additional Services, but compensation by Owner to Engineer for the Additional Services is not contingent upon Owner obtaining reimbursement from the Requesting Party.

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EXHIBIT F—ATTACHMENT 1: SOFTWARE REQUIREMENTS FOR ELECTRONIC DOCUMENT EXCHANGE

Item	Electronic Documents	Transmittal Means	Data Format	Note (1)
a.1	General communications, transmittal covers, meeting notices, and responses to general information requests for which there is no specific prescribed form.	Email	Email	
a.2	Meeting agendas; meeting minutes; RFI's and Responses to RFI's; and Construction Contract administrative forms.	Email w/Attach	PDF	(2)
a.3	Contractor's Submittals (Shop Drawings, "Or Equal" requests, Substitute requests, documentation accompanying Sample submittals and other Submittals) to Owner and Engineer; and, Owner's and Engineer's Responses to Contractor's Submittals, Shop Drawings, Correspondence, and Applications for Payment	Email w/Attach	PDF	
a.4	Correspondence; Interim and Final Versions of reports, layouts, Specifications, Drawings, maps, calculations and spreadsheets, Construction Contract, Bidding/Proposal Documents, and Front-End Construction Contract Documents.	Email w/ Attach or LFE	PDF	(3)
a.5	Layouts, plans, maps, and Drawings to be submitted to Owner by Engineer for future use and modification	Email w/ Attach or LFE	DWG	
a.6	Correspondence, reports, and specifications to be submitted by Engineer to Owner for future word processing use and modification	Email w/ Attach or LFE	DOC	
a.7	Spreadsheets and data to be submitted to Owner by Engineer for future data processing use and modification	Email w/ Attach or LFE	EXC	
a.8	Database files and data to be submitted to Owner for future data processing use and modification	Email w/ Attach or LFE	DB	

Notes	
(1)	All exchanges and uses of transmitted data are subject to the appropriate provisions of the Agreement and Construction Contract.
(2)	Transmittal of written notices is governed by requirements of the Agreement and Construction Contract.
(3)	Transmittal of Bidding/Proposal Documents and Front-End Construction Contract Documents will be in manner selected by Owner in Exhibit A, Paragraph 1.05.A.1.a. Unless otherwise expressly stated, these documents and the Construction Contract will be transmitted in PDF format, including transmittals to bidders and Contractor.
Key	
EMAIL	Standard Email formats (.htm, .rtf, or .txt). Do not use stationery formatting or other features that impair legibility of content on screen or in printed copies.
LFE	Agreed upon Large File Exchange method (FTP, CD, DVD, hard drive.)
PDF	Portable Document Format readable by Adobe® Acrobat Reader Version **[number]** or later.
DWG	Autodesk® AutoCAD. dwg format Version **[number]**.
DOC	Microsoft® Word. docx format Version **[number]**.
EXC	Microsoft® Excel .xlsx or .xml
DB	Microsoft® Access .mdb

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EXHIBIT G—INSURANCE

ARTICLE 1—INSURANCE

Paragraph 6.04 of the Agreement, Insurance, is supplemented to include the following Exhibit G Paragraphs 1.01 and 1.02:

1.01 Insurance Policies and Limits

A. In accordance with Paragraph 6.04.A of the Agreement, the insurance that Engineer must procure and maintain, and the policy limits of such insurance, are as follows:

Coverage	Policy limits of not less than:
Workers' Compensation	
State	Statutory
Employer's Liability	
Each accident	$1,000,000
Each employee	$1,000,000
Policy limit	$1,000,000
Commercial General Liability	
General Aggregate	$1,000,000
Personal and Advertising Injury	$
Bodily Injury and Property Damage—Each Occurrence	$1,000,000
Automobile Liability	
Bodily Injury	
Each Person	$
Each Accident	$
Property Damage	
Each Accident	$
Or	
Combined Single Limit	
Combined Single Limit (Bodily Injury and Property Damage)	$1,000,000
Excess or Umbrella Liability	
Each Occurrence	$1,000,000
General Aggregate	$1,000,000
Professional Liability	
Each Claim	$1,000,000
Annual Aggregate	$1,000,000
Unmanned Aerial Vehicle Liability Insurance	
Each Claim	$1,000,000
General Aggregate	$1,000,000
Other Insurance [Specify]	
Each Claim	$
General Aggregate	$

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B. ~~In accordance with Paragraph 6.04.C of the Agreement, the insurance that Owner must procure and maintain, and the policy limits of such insurance, are as follows:~~

~~Coverage~~	~~Policy limits of not less than:~~
~~**Workers' Compensation**~~	
~~State~~	~~Statutory~~
~~**Employer's Liability**~~	
~~Each accident~~	~~$~~
~~Each employee$~~	~~$~~
~~Policy limit~~	~~$~~
~~**Commercial General Liability**~~	
~~General Aggregate~~	~~$~~
~~Personal and Advertising Injury~~	~~$~~
~~Bodily Injury and Property Damage—Each Occurrence~~	~~$~~
~~**Automobile Liability**~~	
~~Bodily Injury~~	
~~Each Person~~	~~$~~
~~Each Accident~~	~~$~~
~~Property Damage~~	
~~Each Accident~~	~~$~~
~~Or~~	
~~Combined Single Limit~~	
~~Combined Single Limit (Bodily Injury and Property Damage)~~	~~$~~
~~**Excess or Umbrella Liability**~~	
~~Each Occurrence~~	~~$~~
~~General Aggregate~~	~~$~~
~~**Unmanned Aerial Vehicle Liability Insurance**~~	
~~Each Claim~~	~~$~~
~~General Aggregate~~	~~$~~
~~**Other Insurance [Specify]**~~	
~~Each Claim~~	~~$~~
~~General Aggregate~~	~~$~~

1.02 Additional Insureds

A. Owner shall cause Engineer, its Subconsultants, and its Engineer's Subcontractors to be listed as additional insureds on any of Owner's general liability policies that are applicable to the Project. The following individuals or entities are to be listed on Owner's general liability policies of insurance (and on Contractor's policies required under Paragraph 6.04.D of the Agreement) as additional insureds:

Name of Additional Insured	Address
Engineering Xcellence with Kris Riemann & Associates, PLLC	**3103 5th Avenue, Suite B, Gulfport, MS 39501**
[Engineer's Subconsultant]	**[Subconsultant's Corporate Address]**
[Engineer's Subconsultant]	**[Subconsultant's Corporate Address]**
[Other Additional Insured]	**[Other Additional Insured's Corporate Address]**

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B. Prior to commencement of work under this Agreement, Engineer shall obtain and furnish certificates of coverage, or any required documentation to evidence coverage, to the Owner for the following minimum amounts of insurance:

1. Workers Compensation Insurance as required by the State of Mississippi;

2. 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, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, contractors protective, sudden and accidental pollution, products and completed operations, and coverage for other hazards;

3. Valuable Documents Insurance, whether as part of the property damage insurance referenced above or as separate insurance, in an amount sufficient to cover all costs associated with repairing, restoring, or replacing any documents kept or created by Engineer, as a part of the services, in the event of casualty to, or loss or theft of such documents;

4. Errors and Omissions Insurance in an amount not less than One Million Dollars ($1,000,000.00) per incident; One Million Dollars ($1,000,000.00) aggregate; and

5. Comprehensive Automobile Liability Insurance with a combined single limit for bodily injury and property damage of not less than One Million Dollars ($1,000,000.00) per incident with respect to the Engineer's owned, hired, or non-owned vehicles, assigned to or used in the performance of services.

C. The Owner shall be listed as a certificate holder or additional insured on any of the insurance required under this Agreement. Insurance identified herein shall be maintained in full force and effect by the Engineer throughout the duration of the Agreement, including any extra time for which ongoing work is completed. Should Engineer cease to carry the errors and/or omissions coverage provided herein, Engineer shall obtain "tail" or extension coverage at the same limits for a period of not less than three (3) years subsequent to policy termination or Agreement termination, whichever is longer.

D. In the event that the Engineer retains any subcontractor or other personnel to perform services or to carry out any activities under or incident to work on any work assigned as part of this Agreement, Engineer agrees to obtain from said subcontractor or other personnel, certificates of insurance demonstrating that said subcontractor or other personnel has all of the above coverage or sufficient coverage to cover their portion of the work. As an alternative, Engineer may include said subcontractor or other personnel within Engineer's coverage for the duration of the work assignment involving the subcontractor or other personnel.

E. Should Engineer change carriers or policies for any insurance required herein, Engineer shall provider new certificates of coverage, as well as any retroactive coverage from the new carrier. If the Engineer fails to procure or maintain required insurance, the Owner may immediately terminate this Agreement.

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F. During the term of this Agreement the Engineer shall notify Owner of any other Subconsultant or Engineer's Subcontractor to be listed as an additional insured on Owner's and applicable Contractor's general liability policies of insurance.

G. The Owner must be listed on Engineer's general liability policy as provided in Paragraph 6.04.B.

H. For applicable Contractor's general liability policies of insurance, the additional insured endorsements will include both ongoing operations and products and completed operations coverage through ISO Endorsements CG 20 10 10 01 and CG 20 37 10 01 (together). If Contractor demonstrates to Owner that the specified ISO endorsements are not commercially available, then Contractor may satisfy this requirement by providing equivalent endorsements.

I. For applicable Contractor's general liability policies of insurance, Contractor shall provide ISO Endorsement CG 20 32 07 04, "Additional Insured—Engineers, Architects or Surveyors Not Engaged by the Named Insured" or its equivalent for Engineer, Subconsultants, and other design professional additional insureds.

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EXHIBIT H—DISPUTE RESOLUTION

ARTICLE 1—NOT APPLICABLE

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EXHIBIT I—LIMITATIONS OF LIABILITY

ARTICLE 1—LIMITATIONS OF LIABILITY

Paragraph 6.10 of the Agreement is supplemented to include Exhibit I Paragraph(s) **1.01, Mutual Indemnification; 1.02 and Limitation of Engineer's Liability:**

1.01 Mutual Indemnification

A. Indemnification by Owner: 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 Subconsultants, and Engineer's Subcontractors, from and against any and all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to the Project, provided that any such claim, cost, loss, or damage 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 Owner or Owner's officers, directors, members, partners, agents, employees, or others retained by or under contract to the Owner with respect to this Agreement or to the Project.

1.02 Limitation of Engineer's Liability

A. Engineer's Liability Limited to Amount of Engineer's Compensation: To the fullest extent permitted by Laws and Regulations, and notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of Engineer and Engineer's officers, directors, members, partners, agents, employees, Subconsultants, and Engineer's Subcontractors, to Owner and anyone claiming by, through, or under Owner for any and all claims, losses, costs, or damages whatsoever (including but not limited to direct, indirect, special, incidental, punitive, exemplary, or consequential damages) arising out of, resulting from, or in any way related to the Project or the Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability, breach of contract, indemnity obligations, or warranty express or implied of Engineer or Engineer's officers, directors, members, partners, agents, employees, Subconsultants, or Engineer's Subcontractors, will not exceed the total compensation received by Engineer under this Agreement.

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EXHIBIT J—PAYMENTS TO ENGINEER FOR SERVICES AND REIMBURSABLE EXPENSES

COMPENSATION PACKET BC-1: BASIC SERVICES—LUMP SUM

ARTICLE 2—COMPENSATION PACKET BC-1: BASIC SERVICES—LUMP SUM

Article 2 of the Agreement is supplemented to include the following Exhibit J Paragraph 1.01:

2.01 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 (except for Resident Project Representative services, if any) as follows:

1. A Lump Sum amount of **$423,783.80 (**15% of Construction Cost) based on the following estimated distribution of compensation:

a.	Study and Report Phase	$ 77,284.68
	Surveying & Video Inspection	$ 70,630.56
b.	Preliminary Design Phase	$ 78,608.50
c.	Final Design Phase	$ 81,574.25
d.	Bidding/Proposal Phase	$ 4,872.10
e.	Construction Phase	$ 18,520.95
	RPR	$ 84,756.66
f.	Post-Construction Phase	$ 7,536.78

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

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

4. 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): Owner shall reimburse Engineer for Reimbursable Expenses directly related to the provision of Basic Services, using the rates set forth in Appendix 1 to this Exhibit J when applicable.

5. 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; 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.

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B. Period of Service: The compensation amount stipulated in Compensation Packet BC-1 is conditioned on a period of service not exceeding **36 months.** If such period of service is extended, the compensation amount for Engineer's services will be appropriately adjusted.

C. Below is the FEMA Curve used to determine the costs.

FEMA Public Assistance Cost Estimating Tool for Engineering and Design Services (12/18/2015)

Curve B

Curve B[2] applies to projects of average complexity. Examples of such projects include:

- Industrial buildings, warehouses, garages, hangars, and comparable structures;
- Bridges and other structures of conventional design;
- Simple waterfront facilities;
- Roads and streets;
- Conventional levees, floodwalls, and retaining walls;
- Small dams;
- Storm sewers and drains;
- Sanitary sewers;
- Water distribution lines;
- Irrigation works, except pumping plants; and
- Airports, except as classified for Curve A.

In addition to the basic engineering services, special services may be required for some projects. Such services include engineering surveys, soil investigations, services of a resident engineer, and feasibility studies. Because special services are not required on all projects, they are not included in the percentages on the engineering and design services curves. These services are estimated separately.

If a project requires only basic construction management, a fee not exceeding 3 percent of construction costs may be used for the estimate. Management functions include review of bids, work site inspection visits, checking and approval of material samples, review of shop drawings and change orders, review of contractor's request for payment, and acting as the client's representative. An example of a project requiring only inspection services but no design and engineering would be a building repair project that only included patching and painting damaged interior wall. Another example would be where a contractor is hired to repair local roads back to the pre-disaster condition, using local construction standards.
Estimates for engineering and design services and construction inspection typically are not included in small project estimates or emergency work project estimates except for complex projects or projects where special services are required.

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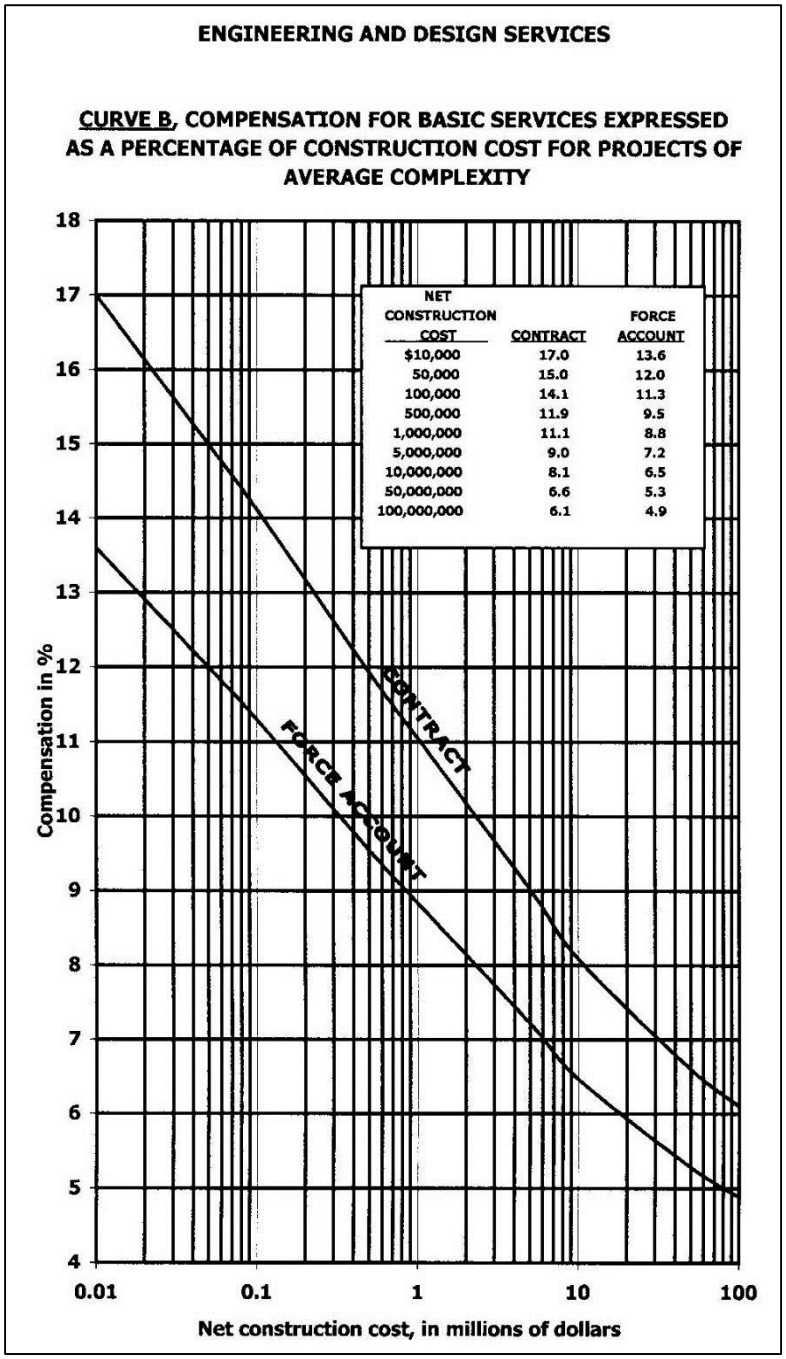
Figure 2:

Engineering and Design Services of Average Complexity



NOTE: "Contract" and "Force Account" above mean engineering and design services performed by contract or by an applicant's own employees, respectively.

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EXHIBIT J—PAYMENTS TO ENGINEER FOR SERVICES AND REIMBURSABLE EXPENSES

COMPENSATION PACKET RPR-1: RESIDENT PROJECT REPRESENTATIVE—LUMP SUM

ARTICLE 3—COMPENSATION PACKET RPR-1: RESIDENT PROJECT REPRESENTATIVE—LUMP SUM

Article 2 of the Agreement is supplemented to include the following Exhibit J Paragraph 2.01:

3.01 Compensation for Resident Project Representative Services—Lump Sum Method of Payment

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

1. Resident Project Representative Services: For services of Engineer's Resident Project Representative (RPR), if any, under Exhibits A and D, the Lump Sum amount of **$84,756.66.** The Lump Sum includes compensation for Resident Project Representative services, including any RPR-related services performed by Engineer's Subcontractors and Subconsultants. Appropriate amounts have been incorporated in the Lump Sum to account for labor costs, overhead, profit, and expenses (other than any expressly allowed Reimbursable Expenses, as set forth immediately below) related to the Resident Project Representative services.

2. Reimbursable Expenses: In addition to the Lump Sum, Engineer is also entitled to reimbursement from Owner for the following RPR-related Reimbursable Expenses (see Appendix 1 for rates or charges); all other expenses are accounted for in the Lump Sum: **None**

3. Resident Project Representative Schedule: The Lump Sum amount set forth in Exhibit J Paragraph 2.01.A.1 above is based on full-time RPR services on an eight-hour workday Monday through Friday over a 360-day construction schedule. Modifications to the construction schedule will entitle Engineer to an equitable adjustment of compensation for RPR services.

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EXHIBIT J—PAYMENTS TO ENGINEER FOR SERVICES AND REIMBURSABLE EXPENSES

COMPENSATION PACKET AS-1: ADDITIONAL SERVICES—STANDARD HOURLY RATES

ARTICLE 4—COMPENSATION PACKET AS-1: ADDITIONAL SERVICES—STANDARD HOURLY RATES

Article 2 of the Agreement is supplemented to include the following Exhibit J Paragraph 3.01:

4.01 Compensation for Additional Services—Standard Hourly Rates Method of Payment

A. Owner shall pay Engineer for Additional Services, if any, as follows:

1. For services of Engineer's personnel engaged directly on the Project pursuant to Exhibit A Paragraph 2.01 or 2.02, except for services as a consultant or witness under Exhibit A Paragraph 2.02.A.28 (which if needed will be separately negotiated based on the nature of the required consultation or testimony), an amount equal to the cumulative hours charged by each class of Engineer's personnel providing such Additional Services times Standard Hourly Rates for each applicable billing class, plus Additional Services-related Reimbursable Expenses and Additional Services-related Engineer's Subcontractors' and Subconsultants' charges, if any.

B. Compensation for Reimbursable Expenses

1. For those Reimbursable Expenses that are directly related to the provision of Additional Services, and are not already accounted for in the compensation for Basic Services or RPR-related services, Owner shall reimburse Engineer, using the rates set forth in Appendix 1 to this Exhibit J when applicable.

2. Such Reimbursable Expenses include, to the extent Additional Services-related, 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 items. In addition, if authorized in advance by Owner, Reimbursable Expenses will also include expenses incurred for the use of highly specialized equipment.

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 **5%**.

C. Other Provisions Concerning Payment for Additional Services

1. Whenever Engineer is entitled to compensation for the charges of Engineer's Subcontractors and Subconsultants, such compensation will be the amounts billed by Engineer's Subcontractors and Subconsultants to Engineer times a factor of **10%**.

2. Factors: The external Reimbursable Expenses and Engineer's Subcontractors' and Subconsultants' factors include Engineer's overhead and profit associated with Engineer's responsibility for the administration of such services and costs.

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3. The Standard Hourly Rates and the Reimbursable Expenses Schedule will be adjusted annually (as of **January 1**) to reflect equitable changes in the compensation payable to Engineer for Additional Services-related services and expenses.
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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EXHIBIT J—PAYMENTS TO ENGINEER FOR SERVICES AND REIMBURSABLE EXPENSES

APPENDIX 1: REIMBURSABLE EXPENSES SCHEDULE

Reimbursable Expenses are subject to review and adjustment per Exhibit J.

Reimbursable Expenses: Reimbursable expenses shall be included in the total maximum fee. Reimbursable expenses include expenses of transportation in connection with the Project; expenses in connection with long-distance communications; expenses of printing and reproductions, postage and facsimile transmissions; expenses of renderings and models requested by the Owner and other costs as authorized by the Owner. Reimbursable expenses will not include overhead costs or additional insurance premiums.

Rates and charges for Reimbursable Expenses as of the date of the Agreement are:

8"x11" Copies/Impressions	$ /page – at cost
Copies of Drawings	$ /sq. ft. – at cost
Mileage (auto)	$ /mile – at cost
Air Transportation	at cost
Laboratory Testing	at cost
Health and Safety Level D	at cost
Health and Safety Level C	at cost
Meals and Lodging	at cost

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EXHIBIT J—PAYMENTS TO ENGINEER FOR SERVICES AND REIMBURSABLE EXPENSES

APPENDIX 2: STANDARD HOURLY RATES SCHEDULE

A. Standard Hourly Rates

1. Standard Hourly Rates are set forth in this Appendix 2 to this Exhibit J 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 Exhibit J.

B. Schedule: Hourly rates for services performed on or after the date of the Agreement are:

Gulfport DOE

MCWI Average Hourly Rate

Principal Engineer	$194.00
Senior Engineer	$183.00
Professional Engineer	$153.00
Senior Project Manager	$150.00
Project Engineer	$133.00
Professional Land Surveyor	$120.00
Survey Crew Chief	$72.00
Instrument Man	$58.00
Senior CAD Tech	$90.00
CAD Tech	$73.00
Clerical	$58.00
Resident Project Representative	$104.00
Engineering/Specification Technician	$70.00
Sub-Consultant Fee	Cost + 10%

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Under no circumstances shall the amount payable by the Owner for this assignment exceed **$423,783.80** (Total of all Charges) without the prior written consent of both parties. The Labor Rates have been identified in Paragraph B: Schedule of Hourly Rate above. The staff to be available to work on this project are listed below, however, may change if needed.

NAMES	LABOR CLASSIFICATION	RATE
Robert "Kris" Riemann, P.E.	Principal Engineer	194.00
Dennis Stieffel, P.E.	Principal Engineer	194.00
Robert "Kris" Riemann, P.E.	Senior Professional Engineer (held P.E. License minimum 10 Years)	183.00
Madeline Costelli Pettry, P.E.	Principal Engineer	194.00
Richard Thorsten	Resident Project Representative	104.00
Larry Smith, PLS	Professional Land Surveyor	120.00
Cliff Crosby, PLS	Professional Land Surveyor	120.00
Jim Holt	Senior CAD Technician (minimum 15 Years Experience)	90.00
David Leblanc, P.E.	Resident Project Representative	104.00
Fred Fountain	Project Engineer	133.00
Nick Fountain	Project Engineer	133.00
Nick Fountain	CAD Tech	73.00
Tracy Riemann	Engineering/Specification Technician	70.00
Tracy Riemann	Clerical	58.00
Other Local	Resident Project Representative	104.00
Other Local	Professional Land Surveyor	120.00
Other Local	Survey Crew Chief	72.00

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Other Local	Instrument Man	58.00
Other Local	Project Engineer	133.00

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EXHIBIT A

SCOPE OF SERVICES

MIMA PAVING INFRASTRUCTURE PROJECT

GENERAL PROJECT DESCRIPTION

This project generally consists of an Inspection of Water, Sewer and Drainage Pipes using Visual Inspection, Sanitary Sewer/Drainage Evaluation Survey (SSDES) Video, Smoke Testing, and Leak Fixed Reports in Cityworks, Water Master Plan, Sewer Master Plan, and Drainage Master Plan, **of at least seven (7) streets, one (1) street** from each Ward of an existing sewer and drainage collection system and existing water mains in the "MIMA City-wide Paving Area." The purpose of this assessment is to identify sewer mains, sewer service line, sewer manholes, drainage main, drainage inlets, water mains, water fire hydrants, water service lines, requiring removal and replacement, mains requiring cured-in-place rehabilitation, and other repairs to associated manholes, services, lift stations, force mains, fire hydrants and other related appurtenances. The next step would be to design a project to use removal and replacement, or use Cured In Place Pipe (CIPP) to restore the inadequate pipes.

SCOPE OF WORK – BASIC SERVICES

Phase I — STUDY AND REPORT PHASE - Sanitary Sewer/Drainage Evaluation Survey (SSDES) & Water System Analysis

The primary goal of the Study and Report Phase is to identify and evaluate alternatives for the work to be done to the water, sewer, and drainage system. Factors and limitations that will be considered and evaluated may include, but not be limited to, wastewater/water sources, drainage, review the CCTV video of the drainage system and sewer system, review the maps of water leak repairs made in the area, review the sewer leak repairs in the area, review of Master Plan maps for water, sewer, and drainage, review of all drainage/utility easements through the property, constructability, longevity, construction cost and maintainability of each of the identified alternatives.

STUDY AND REPORT PHASE TASKS

- Assemble and review maps, aerial photography and previous topographic information.
- Call Mississippi One Call to locate underground utilities within the project limits.
- Conduct field review of existing improvements and video documentation of project.
- Conduct preliminary surveying work of existing improvements.

- Prepare schematic layout of proposed infrastructure of each street.
- Compare the cost of CIPP vs replacement of the infrastructure.
- Prepare Preliminary Opinion of Probable Costs based on schematic layout.
- Conduct meeting with OWNER to discuss and decide on preferred alternative.

Utilizing information acquired per OWNER-provided Lift Station run-time data, rainfall gauge information, Geographic Information System (GIS), utilities location, previous project plans for this area, and planimetric data (with topography), and per any other deliverable 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, the Engineer shall:

1. Field verify existing utility location and condition.
2. Perform a condition assessment for approximately existing sanitary sewer structures, including lift stations and manholes. Individual Inspection Forms will be prepared for each structure. Inspection Forms will indicate findings based on visual observations including: number of pipes, direction of flow, and type of pipes entering/exiting the structure, structure construction, evidence of infiltration, evidence of inflow, and overall condition of manhole. This data will then be utilized to rank the condition of each manhole and rehabilitation recommendations will be prioritized.
3. Perform smoke testing assessment (see special services) completed by the owner for necessary feet of sewer mains and record any defects found.
4. Review CCTV video (see special services) for evidence of inflow/infiltration, structural damage, obstructions, etc. and to rank the pipe's conditions and prioritize recommendations for rehabilitation and replacement.
5. The condition of, construction of, and depths of pipes and manholes visually observed during this phase of work will be utilized to prioritize areas of CCTV and survey in future phases of this project.
6. A preliminary opinion of probable construction cost will be provided.

Following the OWNER's review, the OWNER and the Engineer will determine priority areas for the project, considering the project budget, and develop the final project scope. This preliminary design will be performed without the benefit of a survey and based solely on planimetric data. As such, horizontal and vertical information is subject to change.

PHASE I – STUDY AND REPORT PHASE - Special Services

#1 - CCTV Inspection and Smoke Testing

We propose to closed-circuit-televise (CCTV) (with pre-cleaning) sewer/drainage mains identified as at risk for damage where complete removal and replacement is not feasible either from an economic standpoint or constructability stand point. Based on information provided by the OWNER, this work assignment assumes the feet of sewer and water main will be inspected via CCTV. CCTV inspections will

note any defects within the existing mains including: evidence of inflow, evidence of infiltration, structural damage, etc. After CCTV inspection is complete, a DVD disk and written reports identifying above-referenced defects and rehabilitation recommendations will be provided to the OWNER.

CCTV inspections will be per the standards of practice of the NASSCO Pipeline Assessment Condition Program (PACP).

We also propose to possibly smoke test the mains and services to find any defects. The smoke testing results already in place from the OWNER's Sewer Crew could also be used.

The cost of CCTV Inspection and Smoke Testing is included in this Engineering Agreement.

PHASE I – STUDY AND REPORT PHASE - Boundary and Topographic Survey

This phase is the beginning to the following items survey, design phase, bid phase, construction phase, and post-construction phase services for the rehabilitation of an existing sewer, water and drainage systems in the **"MIMA Paving Infrastructure Project."** Designed improvements will be based on Sanitary Sewer/Drainage Evaluation Survey (SSDES) performed at the Direction of the Gulfport (OWNER) by the Engineer, Engineering Xcellence.

Based on recommendations determined in the SSDES and the water system survey, we propose to survey and prepare a boundary and topographic map within the limits of the right-of-ways for any areas of sewer, water, and drainage identified as needing full removal and replacement. Based on information provided by the OWNER approximately 7 streets and alleys will be surveyed. The design survey will include: all surface features, existing R.O.W. lines, utilities (visible and per locates), publically-maintained cleanouts (with invert elevations), privately-maintained cleanouts (with invert elevations; with homeowner approval), finished floor elevations, horizontal and vertical controls, trees (protected species or >18" diameter at breast height), etc. One foot contour lines and spot elevations will also be provided. Any easements, etc. found on OWNER-provided records (i.e. plats, deeds, etc.) will also be included. Survey will further include adjoining property OWNER information as found on the Gulfport Online Atlas.

Survey will be per the standards of practice for the State of Mississippi.

Topographic surveying of the project area as necessary to determine depth.

Draft up to 5 easement documents with Maps and Deeds to be provided to the OWNER.

PHASE II – PRELIMINARY DESIGN PHASE

Utilizing information acquired in previous phases, per CCTV inspection, per the SSDES, per prepared opinion of preliminary construction costs, and per any other deliverable 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 Conceptual (30%) drawings indicating the general scope, extent, and character of the Work. Furnish 3 review copies of the Conceptual (30%) documents and any other deliverables to the OWNER. A Conceptual (30%) Engineer's Opinion of Probable

Construction Cost will be provided. Following their review, OWNER shall submit to the Engineer any comments regarding the Design Phase documents and any other deliverables.

The preliminary design plans and an Opinion of Probable Costs will be presented to the OWNER for review, and will represent a 30% completion stage.

Coordination with various Agencies and updating permits. Engineering Xcellence will coordinate with MDEQ, MDOH in preparing permit applications for the respective Agencies as necessary.

Engineer (Engineering Xcellence) will not be applying for a Joint ACOE & MDMR permit in the project.

PRELIMINARY DESIGN PHASE TASKS

- Conduct kickoff meeting with OWNER to discuss specifics about project.
- Prepare a set of Preliminary Engineering Sheets to include, at a minimum:
  a. Layout Sheets
  b. Typical Section Sheets
  c. Cross Sections
  d. Plan and Profile Sheets
- Conduct a review IN-HOUSE and separately with OWNER.
- Complete review comments.
- Updating NEPA EA, MS Department of Archives and History, Joint ACOE & MDMR Permit Application – Not Included
- MDEQ General Stormwater and SWPPP
- MDEQ Sewer Permit
- MDOH Water Permit

PHASE III – DESIGN PHASE

The Design Phase will include preliminary design of the proposed improvements, in the location.

The Final Design Phase will include the detailed design of the proposed infrastructure improvements, in the location as outlined. The design will include CIPP replacement, replacement of pipe, replacement of fire hydrant, grassing and cleanup. The construction plans and an Opinion of Probable Costs will be presented to the OWNER for review, comment and revisions at the 60% completion stage and at the 90% completion stage.

DESIGN PHASE TASKS

- Prepare a set of Design Development Engineering Plans (60% and 90%) to include, at a minimum:
    a. Cover Sheet
    b. Location Plan, General Notes and Layout Sheets
    c. Typical Section Sheets
    d. Plan and Profile Sheets
    e. Standards and Special Details Sheets (if needed)
    f. Erosion Control Sheets
    g. Demolition Plan
    h. Cross Sections
    i. Landscaping Plan (grassing)

- Prepare the Technical Specifications and Contract Documents.
- Complete 60% Completion Plans.
- Calculate quantities and prepare OPC.
- Conduct a 60% completion review IN-HOUSE and separately with OWNER.
- Complete 90% Completion Plans.
- Conduct 90% completion review IN-HOUSE and separately with OWNER.
- Reproduction Costs

Utilizing information acquired in previous phases, per CCTV inspection, per the SSDES, per prepared opinion of preliminary construction costs, and per any other deliverable 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 (90%) drawings and specifications indicating the scope, extent, and character of the work to be performed and furnished by the contractor. Furnish 3 review copies of the Final (90%) documents and any other deliverables to the OWNER. A Final (90%) Engineer's Opinion of Probable Construction Cost will be provided. Following their review, OWNER shall submit to the Engineer any comments regarding the Design Phase documents and any other deliverables.

2. 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 of the Project; assist OWNER in consultations with such authorities; and revise the Drawings and Specifications in response to directives from such authorities.

3. Prepare and furnish bidding documents for review by OWNER, its legal counsel, and other advisors, and assist OWNER in the preparation of other related documents. OWNER shall submit to Engineer any comments and instructions for revisions and Engineer will revise the bidding documents accordingly. 3 Final copies of the bidding documents, including a final Opinion of Probable Construction Cost, will be provided to the OWNER.

PHASE III – DESIGN PHASE – EASEMENTS - Boundary and Topographic Survey

If needed, OWNER shall instruct Engineering Xcellence to provide easement maps and deeds to complete the work. This phase generally consists of providing easement documents relative to improvements to an existing sewer/water/drainage system in the "MIMA Paving Instructure Project Area." Designed improvements will be based on Sanitary Sewer/Drainage Evaluation Survey (SSDES) already performed.

Easements. A meeting between Engineer, Engineering Xcellence, and the OWNER of Gulfport can identify the needs for up to five easements for new sewer, water, or drainage easements. Some examples of issues are:

1. These properties could have existing utility lines on them with no existing easement known.
2. These properties could involve rerouting an existing utility line onto private property to avoid a stream / road / bridge conflict.

This item will allow for the five (5) known easement documents to be prepared. Each of these easement documents will be prepared at a fee not more than $500 a piece (based on actual hours spent) and will include setting rods at the easement corners.

Please note, these easements, requiring only a single straight line across each individual property are considered simple easement documents. Should additional easements be required in future amendments, the fee per each may vary.

PHASE IV – BIDDING/PROPOSAL PHASE

The Contracting Phase will include assistance to the OWNER in Bidding and Awarding of the contract. This phase will include answering any technical questions during the contracting process.

BIDDING/PROPOSAL PHASE TASKS

- Distribute plans to the OWNER and potential bidders
- Taking Bids and Reading the Bids at the OWNER

- Providing the Bid Tabulation
- Providing a Recommendation to the OWNER regarding the Bids Received

After acceptance by OWNER of the bidding documents and the Opinion of Probable Construction Cost as determined in the Design Phase, and upon written authorization by the OWNER to proceed, the Engineer shall:

1. Assist OWNER in advertising for and obtaining bids for proposals for the Work and, where applicable, maintain a record of prospective bidders to whom Bidding Documents have been issued, attend pre-bid conferences, if any, and receive and process contractor deposits or charges for the bidding documents.

2. Issue addenda as appropriate to clarify, correct, or change the bidding documents.

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

4. Consult with OWNER as to the acceptability of subcontractors, suppliers, and other individuals and entities proposed by prospective contractors for those portions of the Work as to which such acceptability is required by the bidding documents.

5. If bidding documents require, the Engineer shall evaluate and determine the acceptability of "or equals" and substitute materials and equipment proposed by bidders.

6. Attend the Bid opening, prepare Bid tabulation sheets, and assist OWNER in evaluating Bids or proposals and in assembling and awarding contracts for the Work.

7. The Bidding Phase will be considered complete upon commencement of the Construction Phase or upon cessation of negotiations with prospective contractors.

PHASE V – CONSTRUCTION PHASE – INCLUDING RESIDENT PROJECT REPRESENTATION (RPR)

The Construction Engineering Phase shall include the general administration of the project, documentation of the Contractor's progress, and general construction engineering. Engineering Xcellence will act as the OWNERs representative, issuing instructions to the Contractor. Engineering Xcellence shall visit the project at appropriate intervals during construction to become generally familiar with the progress and quality of the contractor's work and to determine if the work is proceeding in

general accordance with the Engineering Plans. Engineering Xcellence will provide Resident Project Representation for the duration of construction at a minimum of 8 hour per day.

CONSTRUCTION ENGINEERING PHASE TASKS

- Hold Pre-Construction Conference
- Issue necessary interpretations and clarifications of the Plans.
- Review and process Shop Drawings, samples and other data which the Contractor is required to submit.
- Evaluate and determine the acceptability of substitute materials.
- Provide resident project representation.
- Provide a Flyer to the OWNER to pass out to the Public.
- If needed, Schedule and conduct progress meetings with the OWNER, Contractor to discuss progress, scheduling problems, conflicts and observations of all parties involved.

It is anticipated that the construction period for this project will be 360 calendar days. If the construction Contractor extends his work beyond the anticipated construction period, it may be necessary to revise this Agreement for these extended Construction Phase services.

Upon successful completion of the Bidding Phase, and upon written authorization from OWNER, Engineer shall proceed with Construction Phase services. For purposes of this proposal, a **12- month (360 day)** construction time is assumed. For the construction phase, the 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 as assigned in the Construction Contract shall not be modified, except as Engineer may otherwise agree in writing. 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.

3. *Selecting Independent Testing Laboratory:* Assist OWNER in the selection of an independent testing laboratory if necessary

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

5. *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.

6. *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 are not intended to be exhaustive or to extend to every aspect of Contractor's Work in progress or to involve detailed inspections of Contractor's Work in progress beyond the responsibilities specifically assigned to Engineer in this Agreement and the Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on 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 Contract Documents, and Engineer shall keep OWNER informed of the progress of the Work.

b. The purpose of Engineer's visits to, and representation by the Resident Project Representative 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 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 Contract Documents. Engineer shall not, during such visits or as a result of such observations of Contractor's Work in progress, supervise, direct, or have control over Contractor's Work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by Contractor, for security or safety at the Site, for safety precautions and programs incident to Contractor's Work, nor for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's furnishing and performing the Work. Accordingly, Engineer neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish or perform the Work in accordance with the Contract Documents.

7. *Defective Work:* Reject Work if, on the basis of Engineer's observations, Engineer believes that such Work (a) is defective under the standards set forth in the Contract Documents, (b) will not produce a completed Project that conforms to the Contract Documents, or (c) will imperil the integrity of the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.

8. *Clarifications and Interpretations; Field Orders:* Issue necessary clarifications and interpretations of the Contract Documents as appropriate to the orderly completion of Contractor's work. Such clarifications and interpretations will be consistent with the intent of and reasonably inferable from the Contract Documents. Subject to any

limitations in the Contract Documents, Engineer may issue field orders authorizing minor variations in the Work from the requirements of the Contract Documents.

9. *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.

10. *Shop Drawings and Samples:* Review and approve or take other appropriate action in respect to Shop Drawings and Samples and other data which Contractor is required to submit, but only for conformance with the information given in the Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated by the 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.

11. *Substitutes and "or-equal":* Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor.

12. *Inspections and Tests:* Require such special inspections or tests of Contractor's work as deemed reasonably necessary, and receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Contract Documents. Engineer's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the 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 Contract Documents. Engineer shall be entitled to rely on the results of such tests.

13. *Disagreements between OWNER and Contractor*: Render formal written decisions on all duly submitted issues relating to the acceptability of Contractor's work or the interpretation of the requirements of the Contract Documents pertaining to the execution, performance, or progress of Contractor's Work; review each duly submitted Claim by OWNER or Contractor, and in writing either deny such Claim in whole or in part, approve such Claim, or decline to resolve such Claim if Engineer in its discretion concludes that to do so would be inappropriate. In rendering such decisions, Engineer shall be fair and not show partiality to OWNER or Contractor and shall not be liable in connection with any decision rendered in good faith in such capacity.

14. *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. 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 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 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 Contractor's Work. In the case of unit price work, Engineer's recommendations of payment will include final determinations of quantities and classifications of Contractor's Work (subject to any subsequent adjustments allowed by the Contract Documents).

b. By recommending any 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 and the Contract Documents. 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 Contractor's Work in progress 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 moneys paid on account of the Contract Price, or to determine that title to any portion of the Work in progress, 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.

15. *Contractor's Completion Documents:* Receive, review, and transmit to OWNER maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance required by the Contract Documents, certificates of inspection, tests and approvals, Shop Drawings, Samples and other data approved as provided under Paragraph 11 above, and transmit the annotated record documents which are to be assembled by Contractor in accordance with the Contract Documents to obtain final payment. The extent of such review by Engineer will be limited as provided in Paragraph 11 above.

16. *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 Project to determine if the Work is substantially complete. If after considering any objections of OWNER, Engineer considers the Work substantially complete; Engineer shall deliver a certificate of Substantial Completion to OWNER and Contractor.

17. *Final Notice of Acceptability of the Work:* Conduct a final visit to the Project to determine if the completed Work of Contractor is acceptable so that Engineer may recommend, in writing, final payment to Contractor.

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.

Engineer shall be entitled to an equitable increase in compensation if Construction Phase services (including Resident Project Representative services) are required after the original date for completion and readiness for final payment of Contractor as set forth in the Construction Contract.

C. *Limitation of Responsibilities:* Engineer shall not be responsible for the acts or omissions of any Contractor, Subcontractor or Supplier, or other individuals or entities performing or furnishing any of the Work, for safety or security at the Site, or for safety precautions and programs incident to Contractor's Work, during the Construction Phase or otherwise. Engineer shall not be responsible for the failure of any Contractor to perform or furnish the Work in accordance with the Contract Documents.

PHASE VI – POST-CONSTRUCTION PHASE

Close Out shall include the review and compilation of all construction documentation, and certifications, as provided by the contractor for submission to the OWNER. As-Built Drawings are part of this agreement.

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, assist OWNER in consultations and discussions with Contractor concerning correction of any such defects, and make recommendations as to replacement or correction of defective Work, if any.

2. Together with OWNER or OWNER's representative, visit the Project within one month before the end of the correction period to ascertain whether any portion of the Work is subject to correction.

3. Perform or provide the following additional Post-Construction Phase tasks or deliverables: Provide printed and electronic record drawings in latest version of AutoCAD or approved software.

4. Provide technical assistance to the OWNER until completion of the Project as defined by the Project scope.

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

C. As-built surveying services and a set of as-builts will be provided to the City.

Specific Services Excluded

Scope of services and related costs outlined in this proposal **do not** include the following. However, these services can be provided as additional services at an additional cost if requested:

- Flow Monitoring
- ALTA Survey or Title Search

- Wetlands delineation or environmental permitting
- MDMR Permitting
- SAV Analysis
- Construction Staking
- Construction Materials Testing

TIME

This AGREEMENT shall be effective upon the latest date of execution hereof and continue until, January 1, 2027 at 11:59 P.M. CDT. However, the Engineer may not begin work prior to receiving the agreement signed by the OWNER.

DELIVERABLE SCHEDULE

TASK	ESTIMATED	RESPONSIBLE PARTY
Notice to Proceed	TBD	Owner
Study and Report Phase	May 21, 2024	Engineer
Boundary and Topographic Survey – Video Inspection	April 15, 2024	Engineer
Conceptual - Preliminary Plan Design (30%) to City	June 21, 2024	Engineer
City Conceptual - Preliminary Design (30%) Review Complete	June 25, 2024	Owner
Final Plans and Specs Design (60%) to City	July 23, 2024	Engineer
City Final Design (60%) Review Complete	July 25, 2024	Owner
Incorporate Final (90%) comments. Assist City with Bid Letting	August 20, 2024	Engineer
Open Bids	September 26, 2024	Engineer/Owner
Recommendation to the City	October 4, 2024	Engineer
Contract Award	October 23, 2024	Owner

Construction Begins	November 11, 2024	Engineer/Owner
Final Close out - 360 Days	November 11, 2025	Engineer
Post-Construction Phase Complete – 180 Days	April 11, 2026	Engineer

DBE/WBE GOAL

The DBE/WBE goal established for the Work shall be 0%.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 5/24/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER AssuredPartners of Washington, LLC 19689 7th Ave NE, Ste 183, PMB #369 Poulsbo WA 98370	**CONTACT NAME:** Bryn Steele **PHONE (A/C, No, Ext):** 360-598-5019 **FAX (A/C, No):** 360-598-5019 **E-MAIL ADDRESS:** bryn.steele@assuredpartners.com
	INSURER(S) AFFORDING COVERAGE / **NAIC #** **INSURER A :** Hudson Insurance Company / 25054
INSURED ENGIXCE-01 Engineering Xcellence with Kris Riemann & Associates PLLC 3013 5th Avenue Suite B Gulfport MS 39501	**INSURER B :** **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 1955095865 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG 	$ $ $ $ $ $ $
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) 	$ $ $ $ $
	☐ **UMBRELLA LIAB** ☐ OCCUR ☐ **EXCESS LIAB** ☐ CLAIMS-MADE ☐ DED ☐ RETENTION $						EACH OCCURRENCE AGGREGATE 	$ $ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					☐ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $
A	Professional Liab;Claims Made			PRB0619113704	4/5/2022	4/5/2024	Per Claim Aggregate	$1,000,000 $1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Additional Insured Status is not available on Professional Liability Policy.

CERTIFICATE HOLDER

Proof of Insurance

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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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 6th day of February, 2024, the following Resolution:

A RESOLUTION BY THE GULFPORT CITY COUNCIL TO APPROVE AWARD TO AND ENGINEERING SERVICES CONTRACT WITH MACHADO PATANO, PLLC, D/B/A MACHADO DESIGN GROUP, FOR ENGINEERING SERVICES IN CONNECTION WITH THE CITY WIDE LIFT STATION REHABILITATION PROJECT, AND FOR RELATED PURPOSES

WHEREAS, the City of Gulfport desires to undertake the City Wide Lift Station Rehabilitation Project, a project intended to rehabilitate existing sewer pump stations located within the city limits of the City of Gulfport; and

WHEREAS, pursuant to authority of this City Council, the City solicited proposals for the City Wide Lift Station Rehabilitation Project and received proposals from seven (7) firms; and

WHEREAS, after referral to and grading by a selection committee, Machado Patano, PLLC, D/B/A Machado Design Group was selected as the highest scoring firm (see January 2, 2024, minutes) and recommended for award Jeremy Harrison, City Engineer, as set forth in the supporting documentation; and

WHEREAS, the Council finds that it is in the best interest of the City to award the contract for engineering services related to the City Wide Lift Station Rehabilitation Project to Machado Patano, PLLC, D/B/A Machado Design Group and to approve an agreement with Machado Patano, PLLC, D/B/A Machado Design Group, subject to final approval of the Legal Department, concerning the same (see Exhibit "A" attached hereto).

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

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

SECTION 2. That the award of the contract for engineering services related to the City Wide Lift Station Rehabilitation Project, be and the same is hereby approved and the proposed Engineering Services Contract between Machado Patano, PLLC, D/B/A Machado Design Group and the City be and it is hereby approved in substantially the form found at Exhibit "A" hereto, subject to final approval by the Legal Department, and found to be in the best interest of the City, and the Mayor (or his designee) is, hereby, authorized to execute the same on behalf of the City of Gulfport.

SECTION 3. That this Resolution be, and it is hereby ordered to be spread on the minutes of the governing Authority, and to be in full force and effect immediately upon its passage and enactment according to law.

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

YEAS:	**NAYS:**	**ABSENT:**
Roland	**None**	**Casey**
Walker		**Holmes-Hines (out)**
Sharp		
Flowers		
Kosloski		

WHEREUPON the President declared the motion carried and the Resolution adopted, this the 6th day of February, 2024.

CITY OF GULFPORT SEAL MISSISSIPPI

ATTEST:

Brittany Rodgers, Clerk of Council

ADOPTED:

F.B. "Rusty" Walker, IV, President

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 7th day of February, 2024.

APPROVED:

Billy Hewes, Mayor

Memorandum – City of Gulfport

ENGINEERING

To: Mayor Billy Hewes and Members of the City Council

CC: Wayne Miller, CAO
Todd Harman, CPA, Director of Finance and Accounting
Tyler Gentry, Director of Public Works
Lee Wood, Project Manager
Jessica Versiga, Purchasing Agent
Legal Department

From: Jeremy R. Harrison, P.E., Director of Engineering

Date: January 26, 2024

Re: **Recommendation to Approve Preliminary Engineering Services Contract**
- Machado Patano, PLLC.
- City Wide Lift Station Rehabilitation Project (MCWI)

Attached for your consideration is the Preliminary Engineering Services Contract for the referenced project in the not-to-exceed amount of $778,932.00. 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 includes rehabilitation of existing sewer pump stations located inside the City limits of Gulfport. The total cost of engineering and construction for this project is $ 6,613,772.92. The project is 100% funded by the Mississippi Municipality and County Water Infrastructure "MCWI" and the American Rescue Plan Act "ARPA".

I recommend approval of this contract.

Attachments:

1) Gerrod W. Kilpatrick, P.E., Principal, letter dated January 29, 2024
2) Preliminary Engineering Services Contract

MP DESIGN GROUP
ARCHITECTURE + ENGINEERING

David J. Machado, PE
Brad P. Patano, PE
Gerrod W. Kilpatrick, PE
Bradford A. Jones. AIA

January 29, 2024

City of Gulfport
c/o Jeremy Harrison
P.O. Box 1780
Gulfport, MS 39502

RE: Proposal for Professional Engineering Services for City Wide Lift Stations
ARPA project #154-2-CW-5.5

VIA Email: jharrison@gulfport-ms.gov

Jeremy,

MP Design Group (MPDG) is pleased to offer you our proposal to provide engineering services for the city wide lift station project, ARPA project 154-2-CW-5.5. We have based our fee proposal on the industry standard FEMA Design Curves. The proposal will be an hourly not to exceed fee of $778,932.00, which is based on a construction value of $6,600,000. The fee for this proposal includes both the design phase and the construction administration services for this project.

We appreciate the opportunity and look forward to working with you on this project. I will be happy to answer any questions or concerns you have regarding the proposal.

Respectfully,
MP DESIGN GROUP

Gerrod W. Kilpatrick, P.E.
Principal

STANDARD FORM OF AGREEMENT BETWEEN
THE OWNER AND THE DESIGN PROFESSIONAL

This Agreement for professional design engineering services (the "Agreement") is entered into and made effective this, the 30th day of January, 2024, by and between City of Gulfport ("Owner") and the Design Professional identified below ("Professional").

OWNER: City of Gulfport
P.O. Box 1780
Gulfport, MS 39502

PROFESSIONAL:

Business Name _Machado | Patano, PLLC dba MP Design Group_____
Mailing Address _918 Howard Avenue, Suite F, Biloxi, MS 39530_____
City/State/Zip_Biloxi, MS 39530_____
Email Address_gkilpatrick@mpdesigngroup.us_____Phone:__(228)388-1950_____

The Professional is a *(Check and complete one of the following)*:

(X) CORPORATION (includes PA, LLC, or PLLC) solely organized and existing under the laws of the State of _Mississippi_____and having its principal office in ___Biloxi_____Harrison_____MS
(City) (County) (State)

( ) PARTNERSHIP of the following (*List all partners or joint venture partners*):_____

( ) SOLE PROPRIETORSHIP ( ) OTHER _____

The Professional shall provide services for the following Project: **CITY OF GULPFORT CITY WIDE LIFT STATION REHABILITATION PROJECT, MCWI 154-2-CW-5.5** (the "Project").

The Owner's total budget for construction of the Project, including all related costs and expenses, is limited to and shall not exceed $6,613,773.92 (Six Million, Six Hundred Thirteen Thousand, Seven Hundred Seventy Three dollars, and ninety two cents) unless otherwise provided for in writing by the Owner.

The Professional warrants and represents that it is authorized to do business in Mississippi and that it holds a valid license from the governing Mississippi authority or agency, with its license number being MS-16559 Gerrod W. Kilpatrick, P.E.); E-1077 (Machado | Patano, PLLC).

[SIGNATURES TO FOLLOW]

PROFESSIONAL: MACHADO | PATANO, PLLC dba MP DESIGN GROUP



By: _____ January 24,2024
(Signature) (Date)

Gerrod W. Kilpatrick, PE – Principal in Charge
(Name and Title)

OWNER: CITY OF GULFPORT

By: _____ _____
(Signature) (Date)

Billy Hewes– Mayor
(Name and Title)

For and in consideration of the covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Owner and Professional agree as follows and specifically set forth in Articles 1 through 10 below:

1. PROFESSIONAL'S SERVICES AND COMPENSATION

For the scope of this engagement, the Professional's Services shall be classified as: (1) Basic; (2) Additional; or (3) Extra (the "Services"). The Professional's engagement may include one or more of the Services depending upon the needs of the Project. The Professional's compensation for its work on the Project is calculated based upon the type of Services the Professional is engaged to perform. The Professional's fee is calculated differently for each type of Service. The Professional may also be entitled to reimbursement for actual costs incurred as a result of performing certain enumerated Project-related activities ("Reimbursable Expenses").

1.1 BASIC SERVICES

1.1.1 The Professional's Basic Services on the Project shall consist of Program Phase Services, Construction Document Services, Bidding Phase Services, and Construction Phase Services, and MCWI/ARPA Program Requirements. The scope of the Basic Services is explained in further detail in Article 3.

1.1.2 The Professional's compensation for Basic Services shall be an hourly not to exceed fee of **$778,932.00** that will be billed per the approved City of Gulfport hourly rate sheet. The not to exceed fee is based of the FEMA Curve A requirements (attached) for a construction value of $6,600,000. This fee includes both the design phase and the construction administration phase. Cost of Construction shall be the total cost to the Owner to construct all elements of the Project as designed and specified by the Professional, as set forth in the plans, specifications, and other contract documents, and as approved by the Owner. In no event shall the Professional's Fee for its Basic Services be calculated using a Cost of Construction exceeding the Owner's Budget as defined in Article 1.5. The Professional shall be compensated for its Basic Services in accordance with the provisions of Article 4 below.

1.1.3 Any consultants retained or otherwise employed by the Professional must be approved by the Owner. The Professional shall not employ or otherwise retain consulting Professionals with proprietary interests. The Professional agrees to employ any consultants needed for complete services, including inspection.

1.1.4 All consultants hired by the Professional shall be required to obtain the same levels and amounts of insurance for protection of the Owner and the Project that the Professional is required to obtain pursuant to Article 2.10 of this Agreement.

1.1.5 The Professional shall be responsible for all applicable taxes and shall not receive any extra or increase payment from the Owner for such taxes.

1.2 ADDITIONAL SERVICES

1.2.1 Additional Services are Services the Owner may elect for the Professional to perform. Additional Services performed by the Professional shall be billed to the Owner on a lump sum basis. Additional Services performed by a third party engaged by the Professional shall be billed to the Owner at the actual cost incurred by the Professional for the third-party service plus an amount equal to **10.0%** (ten percent) of the cost incurred. Prior to performing any Additional Service, the Professional shall provide the Owner with a detailed cost estimate of the Additional Service. If the Owner is dissatisfied with the proposed cost, the Professional shall obtain additional estimates. Additional Services shall only be performed with the Owner's prior written approval. In no event shall the Owner be responsible for Additional Services where the Owner's prior written approval was not first obtained.

1.2.2 The Owner shall make payments to Professional for any Additional Services upon completion of the same and Owner's approval of the same. Partial payments may be made upon written request by Professional and Owner's approval.

1.3 EXTRA SERVICES

1.3.1 During the course of its engagement, the Professional may be required to perform Extra Services as defined as follows:

.1 Services necessitated by a change in material information supplied by the Owner, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of Construction, or procurement or delivery method;

.2 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;

.3 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;

.4 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner-authorized recipients;

.5 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;

.6 Preparation for, and attendance at, a public presentation, meeting, or hearing;

.7 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Engineer is party thereto; or

.8 Evaluation of the qualifications of entities providing bids or proposals.

1.3.2 Prior to performing any Extra Service, the Professional shall notify the Owner in writing of the circumstance creating the need for the Extra Service, the proposed scope of the Extra Service, and an estimate of the cost to the Owner for proposed Extra Service. Extra Services shall only be performed with the Owner's prior written approval. In no event shall the Owner be responsible for Extra Services where the Owner's prior written approval was not first obtained.

1.3.3 Except for Extra Services required due to the fault of the Professional, the Professional shall be compensated on an hourly basis as follows:

.1 The Professional's Principals' hourly rate shall be $194.00 per hour.

1.3.4 For purposes of this Agreement, the Professional's "principals" include the following individuals:

Gerrod W. Kilpatric, PE, David J. Machado, PE; Bradley P. Patano, PE, and Bradford A. Jones, AIA

1.3.5 For purposes of this Agreement, "Employees" are defined as anyone employed by the Professional but not identified as a Principal, including, but not limited to architects, engineers, professionals, draftsmen, specification writers, inspectors, and secretaries in consultation, research, design, production of the Instruments of Service and other documents pertaining to the Project and inspection of construction of the Project.

1.4 REIMBURSABLE EXPENSES

1.4.1 Reimbursable Expenses are in addition to compensation for Basic, Additional, and Extra Services and include expenses incurred by the Professional directly related to the Project. The Professional may be entitled to reimbursement for the following Project-related expenses:

.1 Permit fees and other fees required by authorities having jurisdiction over the Project;

~~.2 Printing, reproductions, plots, and standard form documents;~~

~~.3 Postage, handling, and delivery;~~

~~.4 Expense of overtime work requiring higher than regular rates, if authorized in advance in writing by the Owner; and~~

.5 Additional renderings, physical models, mock-ups, professional photography, and presentation materials requested by Owner or required for the Project.

1.4.2 The Professional shall not be reimbursed for any traveling or living expenses incurred personally, by associates, employees, or consultants.

1.4.3 The Professional shall be entitled only to reimbursement of actual expenses incurred by the Professional with no markup or fee.

1.4.4 All requests for reimbursement must be received with or before the Professional's final request for payment. Payment of the Professional's retainage as indicated below constitutes waiver by the Professional of any past, present, or future claims for reimbursement or other amounts.

1.5 THE OWNER'S BUDGET

1.5.1 Before the Professional begins its work on the Project, the Owner shall provide the Professional with a budget of all funds available to the Owner for completion of the Project (the "Owner's Budget"), which includes the contract(s) for construction, all fees, special consultants and contracts, advertising costs, code compliance expenses, a reasonable contingency, and any other expenses necessary to complete the Project and deliver a useful facility. The Owner's Budget may be revised from time to time in writing by the Owner and in the Owner's sole discretion. As stated above, the Owner's Budget for construction of the Project, including all related costs and expenses, is limited to and shall not exceed $6,600,000, unless otherwise provided for in writing by the Owner.

1.5.2 As stated below, the Professional shall submit estimates for the Cost of Construction to the Owner in the course of performing its Basic Services. In the event the Professional submits an estimate of the Cost of Construction exceeding the Owner's Budget, the Professional shall also submit a detailed written report, at no additional cost to the Owner, explaining why the Professional's estimate exceeded the Owner's Budget and what steps are needed to bring the Professional's estimate within the Owner's Budget.

1.5.3 If after the Bidding Phase, the Owner determines that the Project cannot be constructed within the Owner's Budget, the Owner may authorize the Professional to either:

.1 Revise the Contract Documents (including the plans and specifications) and rebid; or
.2 Modify the Program, adjust the Project scope, and/or revise the Contract Documents, and rebid.

1.5.4 If at any time, it is determined by the Owner, in the Owner's sole discretion, that the Project cannot be constructed and completed within the Owner's Budget, the Owner may terminate this Agreement for convenience pursuant

to Article 9, and the Owner shall not be obligated to the Professional for any part of the Professional's fees or payments beyond the last Owner-approved phase.

1.6 PAYMENT

1.6.1 The Professional shall submit applications for payment for its Basic Services in accordance with Article 4. At the time the Professional submits its applications for payment for its Basic Services, the Professional shall also include applications for payment for any previously approved Additional or Extra Services the Professional has performed along with any Reimbursable Expenses incurred by the Professional. All applications for payment shall be itemized in detail and be supported by all related estimates, receipts, or invoices. Owner shall make payment to the Professional within thirty (30) days of receipt of the Professional's application for payment. Payments made by Owner shall not be construed as acceptance of defects in the Professional's Services.

1.6.2 All applications for payment by the Professional shall be submitted by the PRINCIPAL IN CHARGE identified in the Agreement.

1.6.3 The Professional shall keep full and detailed records and accounts related to its Services, expenses, payments, and reimbursements and exercise such controls as may be necessary for proper financial management under this Agreement. The accounting and control systems shall be satisfactory to the Owner. The Owner and the Owner's auditors shall, during regular business hours and upon reasonable notice, be afforded access to, and shall be permitted to audit and copy, the Professional's records and accounts, including complete documentation supporting accounting entries, books, correspondence, instructions, drawings, receipts, consultant agreements, invoices, purchase orders, vouchers, memoranda and other data relating to this Agreement. The Professional shall preserve these records for a period of three years after final payment, or for such longer period as may be required by law.

1.6.4 In the event that the Professional seeks to utilize drawings and/or specifications prepared under this Agreement for separate projects with Owner that are not covered by this Agreement, and understanding that such "duplicate work" requires primarily the modification of plot plans, foundations, service connections, incidental changes, supervision, and the like, then Owner will be entitled to credit toward the design costs for the other Project to the extent of such costs paid by Owner pursuant to this Agreement. Owner is not obligated to enter a new Agreement for duplicate work.

2. PROFESSIONAL'S RESPONSIBILITIES

2.1 The Professional shall provide professional services as set forth in this Agreement. The Professional represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

2.2 The Professional shall perform all Services consistent with the professional skill and care ordinarily provided by Professionals practicing in the same or similar locality under the same or similar circumstances. The Professional shall perform all Services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

2.3 The Professional shall be responsible for complying with all applicable laws, rules, regulations, codes, and industry standards in performing its Services under this Agreement.

2.4 The Professional shall identify a representative authorized to act on behalf of the Professional with respect to the Project. The Professional shall be bound by all acts, omissions, statements, and representations of its representative. The Owner shall have the right to approve or reject the Professional's authorized representative.

2.5 The Professional shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Professional's professional judgment with respect to the Project or otherwise.

2.6 The Professional shall assist the Owner with preparing and filing any documents required for the approval of governmental authorities having jurisdiction over the Project.

2.7 The Professional shall contact the appropriate government authorities required to approve the plans, specifications, and other construction or design documents, as well as the entities providing utility services to the Project. In designing the Project, the Professional shall respond to applicable design requirements imposed by such governmental

authorities and entities providing utility services. The Professional shall also assist the Owner in the preparation of applications to the U.S. Government or other granting agencies for construction, interest subsidy, or other forms of grants.

2.8 Time is of the essence of this Agreement. The Professional shall submit for the Owner's approval, an estimated Schedule of Performance of Services. The estimated Schedule of Performance shall specify the number days needed by the Professional to complete each phase of the Professional's Services and shall account for time needed by the Owner and/or a governing body to review any submission by the Professional. The Schedule of Performance may be modified as the Project proceeds but only with the Owner's written approval. This Schedule of Performance, when approved by Owner, shall not, except for reasonable cause, be exceeded by the Professional.

2.9 The Schedule of Performance shall designate the length of time in calendar days for completion of each phase of Services. The dates for receipt of phases shall be the date the documents are stamped into the Owner's office if they are in an approval condition. If submittals are rejected, then the clock will continue to run without charge for that time being reviewed by the Owner. The date for approval and beginning of the next phase shall be the date of receipt, by the Professional, of written approval from the Owner.

2.10 PROFESSIONAL'S INSURANCE AND INDEMNITY OBLIGATIONS

2.10.1 The Professional shall purchase and maintain with a company, or companies, licensed to do business in the State of Mississippi such insurance as will provide protection from claims resulting from errors and omissions, or negligent acts arising out of the performance of professional services and operations under this Agreement. The Professional shall maintain the following insurances, at a minimum, until termination of this Agreement:

.1 Commercial General Liability insurance with policy limits of not less than $1,000,000 for each occurrence and $2,000,000 in the aggregate for bodily injury and property damage.

.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Professional with policy limits of not less than $1,000,000 per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

.3 The Professional may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.10.1.1 and 2.10.2.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

.4 Workers' Compensation insurance at statutory minimum limits.

.5 Employers Liability insurance with policy limits not less than $1,000,000 each accident, $1,000,000 each employee, and $2,000,000 policy limit.

.6 Professional Liability insurance covering negligent acts, errors, and omissions in the performance of professional services with policy limits of not less than $1,000,000 per claim or occurrence and $2,000,000 in aggregate.

2.10.2 To the fullest extent permitted by law, the Professional shall cause the primary and excess or umbrella polices for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Professional's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations. Further, each of the Professional's insurance policies shall include waivers of subrogation in favor of the Owner.

2.10.3 The Professional shall provide Certificates of Insurance to the Owner that evidence compliance with the requirements in this Section 2.10 prior to beginning work or performing Services for the Project. The Certificate of Insurance shall contain a provision stating that the policy may not be canceled or not renewed without at least thirty (30) days prior written notice to the Owner. Failure to provide the Owner with a Certificate of Insurance reflecting all insurance coverages and requirements set forth in this Section 2.10 shall be a material breach of this Agreement.

2.10.4 If by the terms of this insurance any mandatory deductibles are required, or if the Professional should elect with the concurrence of the Owner, to increase the mandatory deductible amounts or purchase this insurance with voluntary deductible amounts, the Professional shall be responsible for payment of the amount of the deductible in the event a claim is paid. In the event of a claim against the policy, the Professional shall arrange for the restoration of the limit of liability so that full coverage is maintained at all times.

2.10.5 The Professional shall be fully responsible to the Owner for work performed by any employees, associates, and/or consultants. Errors and omissions insurance coverage for the total Project design, including that of all Associates and/or consultants, rests solely with the Professional. In the case of joint ventures, joint venture errors and omissions insurance coverage shall be required in accordance with the limits stated above.

2.10.6 The Professional shall defend, indemnify, and hold harmless the Owner and the Owner's agents and employees from and against all claims, damages, losses and expenses, including but not limited to attorneys' fees and litigation expenses, regardless of the nature or type of claim, which arise from or relate to the Professional's performance of Services under this Agreement, any acts or omissions of the Professional, or any alleged negligence of the Professional or the Professional's consultants, anyone directly or indirectly employed by them, or anyone for whose acts they or the Professional may be liable. This indemnification requirement shall survive the expiration or earlier termination of this Agreement.

3. BASIC SERVICES

The Professional's Basic Services are those described in this Article 3 and include all usual and customary civil, structural, mechanical, and electrical engineering services. The Professional shall manage all Services, consult with the Owner, research applicable design criteria, attend Project meetings, communicate with members of the Project team and report progress to the Owner. The Professional shall coordinate its Services with those being provided by the Owner or any separate consultants hired by the Owner.

3.1 SCOPE OF PROGRAM PHASE SERVICES

3.1.1 Professional shall meet with Owner to ascertain the general requirements for the Project and shall meet with the Project Program Committee (or other persons or groups of persons designated by Owner and/or Professional) to discuss, among other things, the scope of the Project, the functional and departmental objectives of the Project, and the relationship of the Project to other structures and facilities.. Professional shall advise Owner and the Project Program Committee (or other persons or groups of persons designated by Owner and/or Professional) as to cost of the Project and time requirements for planning and construction of the Project.

3.1.2 The Professional shall prepare and submit to the Owner a comprehensive written Project Program, which shall set forth the scope of the Project. The Program will include at a minimum the following elements:

.1 Goal: Design objectives, limitations, and criteria;
.2 Site: Site requirements and analysis including location, boundaries, topography, vegetation, utilities, climate, flooding, traffic, and priority;
.3 Equipment: Special equipment and systems;
.4 Energy: Energy considerations;
.5 Existing: Analysis of existing facilities(lift station sites);
.6 Concept: Summary of Project concept, scope and goal with priority list; and
.7 Budget: Total Project budget, with controlling input from Owner

3.1.3 The Professional shall submit to the Owner copies of the written Project Program.

3.1.4 The Professional shall show progress to date, confirm the remainder of the Schedule of Performance, and obtain the Owner's written approval for completing the Program Phase before proceeding with the Construction Phase Design.

3.4 SCOPE OF CONSTRUCTION DOCUMENT PHASE SERVICES

3.4.1 After obtaining the written approval of the Owner for the Design Development Phase, the Professional shall prepare and submit to the Owner copies of working drawings and specifications detailing and prescribing the work to be accomplished to construct the Project including materials; workmanship; finishes; mechanical and electrical systems;

special equipment; general, special, and supplementary conditions for the agreement between the Owner and the contractor; and any and all other information required for receiving bids on the Project and subsequent preparation of shop drawings and detail drawings.

3.4.2 Upon receipt of the review comments from the Owner, the Professional shall complete and finalize the Contract Documents to conform to the Owner's review comments. Professional shall furnish copies to the Owner of the final version of the Contract Documents prior to release of said documents for bids.

3.4.3 The Professional shall furnish and distribute complete sets of plans, specifications, and other Bidding Documents as are necessary for bidding purposes (the "Contract Documents"), including in electronic form if required. Any cost of printing and mailing these Contract Documents shall be paid by the Professional and reimbursed by the Owner, with cost approval by the Owner before printing is ordered. Reimbursement to the Professional by the Owner of printing costs is to assure that an adequate number of plans and specifications shall be available for bidding purposes and thereby resulting in the best possible competitive bids being received by the Owner for the Project. Costs of all plans and specifications, other than for bidding, required for the design process shall be at the expense of the Professional.

3.4.4 The Professional shall prepare and submit to the Owner a detailed Cost of Construction estimate demonstrating allocation of cost for various systems. The basis for the cost estimate shall be a quantity survey. The estimate shall show an escalation projected from the date of the estimate to the projected bid date.

3.4.5 The date for receipt of bids shall be established by the Owner.

3.4.6 The Professional agrees that approval of the Contract Documents, including drawings and specifications, by Owner or by any person, body, or agency shall not relieve Professional of the responsibility for the adequacy, fitness, suitability, correctness of design, and for designing all documents and completing all Services in accordance with sound and accepted engineering practices and in compliance with all prevailing building codes and federal and state laws and regulations, including but not limited to such codes and regulations set forth below in Section 6.4.

3.4.7 The Professional shall submit to the Owner complete Contract Documents in electronic format within time sufficient to distribute same for bids.

3.5 SCOPE OF BIDDING PHASE SERVICES

3.5.1 After obtaining the written approval of the Owner of the Construction Document Phase, the Professional shall assist the Owner in obtaining bids and preparing and awarding all construction contracts. The Professional shall provide other preconstruction and bidding phase services such as preconstruction estimates, constructability analyses, project scheduling, and identifying potential qualified subcontractors and materialmen, if necessary.

3.5.2 For project subject to competitive bidding laws, the professional shall assist the Owner in bidding the Project by: procuring the reproduction of Contract Documents for distribution to prospective bidders; distributing the Contract Documents to prospective bidders and maintaining a log of distribution; organizing and conducting a pre-bid conference for prospective bidders; preparing responses to questions from bidders and providing clarifications and interpretations of the Contract Documents in the form of addenda to the same; and organizing and conducting the opening of bids and documenting the bidding results.

3.5.2 The Professional shall attend the bid opening and furnish a suitably detailed tabulation sheet for recording the name of each Bidder, the Bidder's Certificate of Responsibility Number, Bid Security, Base Bid, Alternates, and remarks. The Professional shall furnish sufficient tabulation sheets for all in attendance. Immediately after receipt of bids, the Professional shall submit to the Owner a certified tabulation of all bids received, along with his recommendation as to Contract award.

3.5.3 The Professional, following the award of a Construction Contract, shall prepare and submit to the Owner, copies of updated Construction Documents (including plans and specifications). Each copy shall be marked OFFICIAL CONTRACT DOCUMENTS and shall include an executed bid proposal form, agreement form, contract bond, power of attorney, certificate of insurance, all bulletins, addenda, and supplemental drawings. One (1) copy shall be retained by the Owner; one (1) copy shall be for the Contractor. Any other contract document guidelines will be distributed by the Professional at the bid opening.

3.6 SCOPE OF CONSTRUCTION PHASE SERVICES

3.6.1 The Construction Phase begins with the award and the preparation of the construction contract(s). The Professional is responsible for keeping the Owner completely apprised of the Project during the Construction Phase. The Professional shall perform all services necessary to ensure the construction of the Project is moving forward in a timely and cost effective manner and in accordance with the Contract Documents. Those services shall include, but not be limited to, the following:

1. Sanitary sewer design
2. Lift Station Design
3. Plan and Profiles sheets of proposed design
4. Electrical Controls Design
5. Mechanical Pump Selection/Design (if required)
6. Erosion control Plan
7. Overall Utility Plan
8. Obtain necessary MDEQ Stormwater permits
9. Obtain necessary MDEQ sanitary sewer approvals (if required)
10. Construction Details
11. Technical Specifications
12. Provide necessary documentation for ARPA Reimbursement

3.6.2 The Professional shall conduct on-site inspections as necessary to guard against nonconformity of the construction work with the Contract Documents and to observe and report on compliance with agreed upon construction schedules. The Professional shall be responsible for ensuring all inspections are made as needed and during the critical phases of construction by the consultants and the Professional's firm. The Professional shall maintain a written log of all visits to the site by the Professional and/or any consultants identifying by name and title each attendee and a brief description explaining the nature of the site visit. On-site inspections shall be done by a Principal of the Professional's firm and/or of each consultant firm, or a qualified employee of each firm as approved by the Owner. The Professional shall not be responsible for construction means, methods, techniques, sequence of procedures, or the safety precautions and programs in connection with the work. The Professional has the authority to disapprove or reject work that, in its judgment, fails to conform to the Contract Documents. The Professional shall submit monthly written reports to Owner detailing progress and condition of construction of the Project.

3.6.3 As required by the Owner, or upon the written request of the Contractor, the Professional shall promptly respond to any request for information relating to interpretation of the Contract Documents to ensure proper and timely execution of the work and construction of the Project. The Professional shall be the interpreter of the requirements of the Contract Documents and judge of the performance thereunder of the Contractor. The Professional's responses to such requests for information shall be in writing and issued with reasonable promptness so as not to delay the Project.

3.6.4 The Professional shall prepare change Orders for the Owner's approval and execution in accordance with the Contract Documents. The Professional shall have authority to order minor changes in the work which do not involve an adjustment in the Contract Sum or an extension of the Contract Time and which are not inconsistent with the intent of the Contract Documents. The Professional shall not issue any verbal or written directives that materially change the Contract Documents until approved in writing by the Owner.

3.6.5 Upon receipt of an application for payment from the Contractor, the Professional shall determine and confirm the amount owed to the contractor based on the Professional's field inspections, evaluations of the contractor's applications for payment in relation to the most recent schedule of values, and any other information the Professional deems necessary. Based on the Professional's evaluation, the Professional shall recommend to the Owner an amount the Professional believes the contractor is owed and shall issue for the Owner's approval a certificate for payment in that amount. The Professional's recommendation or certification of payment shall constitute a representation on which the Owner is entitled to rely that the work has progressed to the point indicated; that, to the best of the Professional's knowledge, information and belief, the quality of the work is in accordance with the Contract Documents; and, that the Contractor is entitled to payment in the amount certified. The issuance of a certificate for payment will not be a representation that the Professional has made any examination relating to how the Contractor has used or applied previous payments from Owner other than to secure certification under oath that all materialmen, laborers, and subcontractors have been paid by the contractor.

3.6.6 The Professional shall conduct inspections to determine the date of Substantial Completion and the date of final completion; issue certificates of Substantial Completion; receive from contractor and forward to Owner all written

warranties and related documents required by the Contract Documents; and issue a final Certificate for Payment based upon a final inspection of the Project indicating that the Project was constructed in accordance with the requirements of the Contract Documents.

3.6.7 When the Professional is notified by the contractor that the work has been substantially completed and the Project is ready for inspection, the Professional and the Professional's consultants shall inspect the work. Based on this inspection, the Professional and consultants shall prepare lists of items needing correction, repair, or completion. When these items have been corrected by the contractor, the Professional and the Professional's consultants shall make a subsequent inspection to ensure all issues previously identified have been properly addressed. A representative for the Owner shall be present during this inspection. When all issues identified by the Professional and/or the Professional's consultants have been properly addressed, the Professional shall certify to the Owner that, to the best of the Professionals' knowledge, the Project has been fully completed in compliance with the Contract Documents. It is the responsibility of the Professional to have a representative(s) from each of its consultants present for all inspections.

3.6.8 Upon completion of the Project, the Professional shall deliver to the Owner two sets of revised Contract Documents which reflect the as-built condition of the Project. Such as-built documents shall reflect all changes caused by addenda, field changes, change orders, and observed changes by the Professional, contractor, or subcontractors. Additionally, the Professional shall submit two electronic format copies of the as-built Contract Documents in both PDF and CAD format. The Professional shall also deliver to the Owner the Manufacturer's data for the roof materials used, the Manufacturer's Guarantee, and the Roofing Contractor's Guarantee. The Professional shall deliver to the Owner all certificates, data, manuals, warranties, and/or guarantees relating to the Project.

3.6.9 The Professional shall forward to the Owner the following information received from the contractor: consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment to the contractor; affidavits, receipts, releases, and waivers of liens or bonds indemnifying Owner against lines and claims; and any other documentation required of the contractor under the Contract Documents.

3.6.10 During the warranty period of the construction contract(s), the Professional shall work with a representative of the Owner to secure remediation of any defects that are discovered. The Professional shall make, with a representative of the Owner present, a warranty inspection of the Project prior to the expiration of any warranty periods and report observed defects to the Owner and the contractor for correction. The Professional shall be responsible for coordinating all work necessary to repair, correct, or complete defects in the construction, and the Professional shall be responsible to prepare and issue any paper work necessary to effect such repair, regardless of whether such constitutes a change.

3.6.11 The Construction Phase shall terminate upon expiration of the Warranty period or settlement of all Warranty claims, whichever occurs last.

4. PAYMENT TO THE PROFESSIONAL FOR BASIC SERVICES

4.1 PAYMENTS FOR BASIC FEE

4.1.1 Upon completion of the Program Phases and written approval of the Owner and any governing authority or board, the Professional will submit invoices based on hours expended on a monthly basis.

4.1.2 Upon completion of the Construction Document Phase and written approval of the Owner and any governing authority or board, the Professional will submit invoices based on hours expended on a monthly basis.

4.1.4 Upon completion of the Bidding Phase, written approval of the Owner and any governing authority or board, and receipt of a construction contract executed by the contractor, the Professional shall be will submit invoices based on hours expended on a monthly basis.

4.1.5 During the Construction Phase, written approval of the Owner and any governing authority or board, the Professional shall be will submit invoices based on hours expended on a monthly basis.

4.1.6 The Owner reserves the right to determine when and who provides the Professional service items needed for this Project. Any pay request submitted by the Professional which contains service items not authorized by the Owner to be performed by the Professional may be disapproved in part, or total.

4.1.7 No delay in payment to the Professional, whether under section 5 of this Agreement or otherwise, shall entitle the Professional to terminate or suspend its Services.

5. PROFESSIONAL CONSULTING SERVICES AND CODES

5.1 PROFESSIONAL CONSULTING SERVICES

5.1.1 If the Professional, who is a party to this Agreement, is retained for the primary purpose of rendering design services, he hereby agrees that all plans, specifications, detail drawings, and miscellaneous services required for engineering work pertaining to heating, ventilation, refrigeration, electrical, mechanical, or structural work shall be performed by a registered engineer in his own organization or he agrees to employ, without additional cost to the Owner and subject to the approval of the Owner, the services of a registered engineer regularly engaged in the work. Drawings prepared shall bear the stamp of the responsible registered professional. The Professional shall enter into Contract agreements with such registered professional with contracts binding them to terms and responsibilities substantially set forth herein regarding design and inspection services.

5.1.2 If the Professional, who is a party to this Agreement, is retained for the primary purpose of rendering engineering services, he hereby agrees that all plans, specifications, detail drawings, and miscellaneous services required for engineering work pertaining to heating, ventilation, refrigeration, electrical, mechanical, or structural work shall be performed by a registered engineer in his own organization or he agrees to employ, without additional cost to the Owner and subject to the approval of the Owner, the services of a registered engineer regularly engaged in the work. Drawings prepared above shall bear the stamp of the responsible registered professional. The Professional shall enter into contract agreements with such registered professional with contracts binding them to terms and responsibilities substantially set forth herein regarding design and inspection services.

5.2 CODES AND REGULATIONS

5.2.1 The Professional shall prepare all Contract Documents, including drawings and specifications, in full conformance and compliance with all applicable codes and regulations, including but not limited to the following specific codes and regulations. The Professional shall reference the versions of the below codes and regulations that are current and in effect as of the date of this Agreement and all subsequent amendments to the same, unless a different and specific edition is expressly noted in the Contract Documents. In the event of any discrepancy or ambiguity, the Professional must comply with, and will be held to, the adopted and applicable codes of the local jurisdiction.

1. International Building Code
2. International Existing Building Code
3. International Plumbing Code
4. International Mechanical Code
5. International Fuel Gas Code
6. International Electrical Code
7. International Fire Code

6. OWNER'S RESPONSIBILITIES

6.1 Before the Professional begins its work on the Project, the Owner shall provide the Professional with the Owner's Budget, which shall state all funds available to the Owner for completion of the Project. The Owner's Budget may be revised from time to time in the Owner's sole discretion.

6.2 Unless otherwise provided for under this Agreement, the Owner shall provide information relating to the Project to the Professional in a timely manner when requested by the Professional.

6.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project.

7. OWNERSHIP OF DOCUMENTS

7.1 The Professional's instruments of service, including all contract documents and drawings and specifications, shall be the Owner's property upon payment of the Professional's fees through the latest completed phase. The Owner shall have full and unrestricted use of such instruments of service. The Professional shall not be entitled to re-use or recycle any of the instruments of service without the prior written permission of the Owner. The Professional shall furnish

permanent reproducible transparencies at the Owner's request and the Owner shall reimburse Professional for the actual cost. Original tracings and specifications shall remain in the Professional's custody until the Owner requests delivery.

7.2 The Owner shall have full and unrestricted use of the instruments of service, including all contract documents and drawings and specifications drawings and specifications, for use on any future Project without further compensation due to the Professional.

8. APPLICABLE LAW AND DISPUTE RESOLUTION

8.1 This Agreement shall be governed exclusively by the laws of the State of Mississippi, regardless of any choice of law provisions that might otherwise be applicable.

8.2 The parties shall attempt to resolve any dispute that arises out of or is related to this Agreement by first submitting the dispute to mediation. Any mediation will be conducted by one mediator selected by the Owner and will only be conducted in Harrison County, Mississippi or such other place selected by the Owner. If the parties do not resolve any such dispute through mediation, the parties shall resolve the dispute by litigation.

8.3 The courts of Harrison County, Mississippi shall be the sole and exclusive jurisdiction and venue for any civil action related to this Agreement. Each party irrevocably consents to jurisdiction in said courts and waives any argument that such courts are not a convenient forum or that venue is not proper in Harrison County.

8.4 If the Owner in good faith believes that any claim, dispute, or matter in controversy with the Professional also involves rights or liabilities of the contractor, or other third party, then, at the Owner's sole election, the Professional agrees to resolve such issues in the same forum or proceeding, including court or administrative authority, which has jurisdiction over some or all claims, disputes, and matters in controversy involving the Contractor, or other third party so as to promote economy and avoid inconsistent results.

8.5 No claim, dispute, or matter in controversy or question shall interfere with the progress of the Professional's Services, and the Professional shall proceed diligently with performance of its Services, notwithstanding the existence of any claim, dispute, or matter in controversy or question.

9. TERMINATION

9.1 The Owner may terminate this Agreement for cause should the Professional fail to timely perform its Services or fail to satisfy any of the terms or conditions of this Agreement, as determined in the Owner's sole discretion, within three calendar days after receipt of the Owner's notice of deficiency. In the event of such termination for cause, the Professional shall be responsible for all costs, fees, and expenses, including reasonable attorneys' fees, incurred by the Owner to remedy the deficiencies caused or created by the Professional or to otherwise complete the Professional's Services under this Agreement. Upon such termination, the Professional shall only be entitled to receive as payment any outstanding balance due by the Owner to the Professional for satisfactory Services that the Professional completed as part of the last approved design phase, but only to the extent that such payment exceeds all costs, fees, and expenses incurred by the Owner in connection with correction or completion of the Professional's Services or termination of the Professional. At the option of the Owner, all finished or unfinished instruments of service prepared by the Professional shall be the property of the Owner.

9.2 Notwithstanding anything to the contrary in this Agreement and in addition to the Owner's right to terminate this Agreement for cause, breach or default, the Owner may also suspend the Professional's Services or terminate all or any part of this Agreement, without cause, regardless of fault or the lack thereof by any party, for its sole convenience, or for any reason or no reason whatsoever. Upon such no-fault termination, the Professional shall be entitled only to payment for Services satisfactorily completed up to the date of termination. The Professional shall not be entitled to any payment, compensation, or damages, including but not limited to lost profits or other theory of recovery, with respect to Services not performed or not accepted.

9.3 If the Owner terminates the Agreement for default or breach but it is determined, for any reason, that sufficient grounds did not exist for terminating the Agreement, the Professional shall, as its sole and exclusive remedy, be entitled only to the amount due under the Agreement as if the termination were for no fault. Regardless of whether termination is for default or no fault, the Professional shall not be entitled to any payment in excess of the reasonable value or actual cost of work actually performed by the Professional in strict accordance with the Agreement, less offsets and other amounts due the Owner under this Agreement.

9.4 The Professional shall, in no event, be entitled to special, consequential, exemplary, or punitive damages because of the Owner's termination of this Agreement, the Owner's alleged breach or default under this Agreement, or any other act or omission of the Owner.

10. MISCELLANEOUS

10.1 Any notice to the Professional may be given in writing by United States Mail, fax, email, or verbally in person. Notice by mail shall be considered as given and effective when addressed to the last-known address of the Professional and deposited in the United States Mail, and shall be effective for all purposes as of the time of such deposit, whether actually received or not. Notice by any other means shall be effective when sent by the Owner to the Professional. Any notice to the Owner shall be in writing and sent to the Owner by certified or registered mail, return receipt requested, to Owner's office of general counsel.

10.2 The Professional shall not assign its rights nor delegate its obligations under this Agreement without first obtaining the written consent and approval of the Owner. The Professional shall not assign any amounts due or to become due under this subcontract without written consent from the Owner.

10.3 The parties intend as follows: (a) that if any provision of this Agreement is held to be unenforceable, then that provision will be modified to the minimum extent necessary to make it enforceable, unless that modification is not permitted by law, in which case that provision will be disregarded; (b) that if an unenforceable provision is modified or disregarded in accordance with this section, then the rest of this Agreement will remain in effect as written; and (c) that any unenforceable provision will remain as written in any circumstances other than those in which the provision is held to be unenforceable.

10.4 If a party desires to waive any right under this Agreement, it may only do so by signing a writing specifying the right waived. Any such waiver will be binding only for the limited purpose for which the written waiver was given.

10.5 Under no circumstances shall the Professional be entitled to receive consequential damages or lost profits from the Owner, regardless of the nature or type of breach or claim made by the Professional.

10.6 This Agreement constitutes the entire understanding between the parties with respect to its subject matter and supersedes all other agreements, whether written or oral. This Agreement may not be amended except in writing signed by both parties. All proposals, negotiations, and representations with respect to this Agreement, whether oral or written, are hereby superseded and merged into this Agreement. This Agreement cannot be changed, modified, altered, suspended, or terminated, except in writing signed by an authorized representative of the Owner. No delay, waiver, forbearance, or failure by the Owner to exercise rights or remedies under this Agreement or to insist upon strict compliance by the Professional shall prevent the Owner from strictly enforcing any of the provisions of this Agreement, nor shall relieve the Professional from strict compliance with all terms and conditions hereof nor shall waive, restrict, or adversely affect any of the Owner's rights and remedies as to any subsequent or continuing failure of the Professional to comply strictly with all terms and conditions of this Agreement. The invalidity or unenforceability of any term or condition of this Agreement shall not invalidate, render unenforceable, or adversely affect the remaining terms and conditions. This Agreement shall be binding upon the successors in interest of the parties hereto, but nothing in this Agreement is intended nor shall be construed to create any rights for or to benefit any third parties. Both parties have had the opportunity to review with their respective legal counsel and technical advisors this Agreement, and both parties therefore stipulate that this Agreement shall be given effect and shall not be subject to the rule of construction of being construed against the drafting party.

END OF DOCUMENT

Applicant: City of Gulfport/ MCWI 154-2-CW-5.5 (CA Phase)
FIPS #
PW #
Declaration Number:

Based on 2007 Public Assistance PA Guide - FEMA 322

NOTE: Enter Construction Costs in Yellow Shaded Cell, below

Construction Estimate:

$6,600,000.00

Curve A Percentage		**Curve A $ Amount**
3.00%		$198,000.00
Curve B Percentage		**Curve B $ Amount**
3.00%		$198,000.00

NOTE:
Range is limited to:
more than $10,000.00
and less than $100,000,000.00

Applicant: City of Gulfport/ MCWI 154-2-CW-5.5 (Design Phase)
FIPS #
PW #
Declaration Number:

Based on 2007 Public Assistance PA Guide - FEMA 322

NOTE: Enter Construction Costs in Yellow Shaded Cell, below

Construction Estimate:

$6,600,000.00

Curve A Percentage		**Curve A $ Amount**
8.80%		$580,932.00
Curve B Percentage		**Curve B $ Amount**
8.60%		$567,864.00

NOTE:
Range is limited to:
more than $10,000.00
and less than $100,000,000.00

STANDARD FORM OF AGREEMENT BETWEEN
THE OWNER AND THE DESIGN PROFESSIONAL

This Agreement for professional design engineering services (the "Agreement") is entered into and made effective this, the 30th day of January, 2024, by and between City of Gulfport ("Owner") and the Design Professional identified below ("Professional").

OWNER: City of Gulfport
P.O. Box 1780
Gulfport, MS 39502

PROFESSIONAL:

Business Name _Machado | Patano, PLLC dba MP Design Group_____
Mailing Address _918 Howard Avenue, Suite F, Biloxi, MS 39530_____
City/State/Zip_Biloxi, MS 39530_____
Email Address_gkilpatrick@mpdesigngroup.us_____Phone:__(228)388-1950_____

The Professional is a *(Check and complete one of the following)*:

(X) CORPORATION (includes PA, LLC, or PLLC) solely organized and existing under the laws of the State of _Mississippi_____and having its principal office in ___Biloxi_____Harrison_____MS
(City) (County) (State)

( ) PARTNERSHIP of the following (*List all partners or joint venture partners*):_____

( ) SOLE PROPRIETORSHIP ( ) OTHER _____

The Professional shall provide services for the following Project: **CITY OF GULPFORT CITY WIDE LIFT STATION REHABILITATION PROJECT, MCWI 154-2-CW-5.5** (the "Project").

The Owner's total budget for construction of the Project, including all related costs and expenses, is limited to and shall not exceed $6,613,773.92 (Six Million, Six Hundred Thirteen Thousand, Seven Hundred Seventy Three dollars, and ninety two cents) unless otherwise provided for in writing by the Owner.

The Professional warrants and represents that it is authorized to do business in Mississippi and that it holds a valid license from the governing Mississippi authority or agency, with its license number being MS-16559 Gerrod W. Kilpatrick, P.E.); E-1077 (Machado | Patano, PLLC).

[SIGNATURES TO FOLLOW]

PROFESSIONAL: MACHADO | PATANO, PLLC dba MP DESIGN GROUP



By: _____ January 24,2024
(Signature) (Date)

Gerrod W. Kilpatrick, PE – Principal in Charge
(Name and Title)

OWNER: CITY OF GULFPORT

By: _____ _____
(Signature) (Date)

Billy Hewes– Mayor
(Name and Title)

For and in consideration of the covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Owner and Professional agree as follows and specifically set forth in Articles 1 through 10 below:

1. PROFESSIONAL'S SERVICES AND COMPENSATION

For the scope of this engagement, the Professional's Services shall be classified as: (1) Basic; (2) Additional; or (3) Extra (the "Services"). The Professional's engagement may include one or more of the Services depending upon the needs of the Project. The Professional's compensation for its work on the Project is calculated based upon the type of Services the Professional is engaged to perform. The Professional's fee is calculated differently for each type of Service. The Professional may also be entitled to reimbursement for actual costs incurred as a result of performing certain enumerated Project-related activities ("Reimbursable Expenses").

1.1 BASIC SERVICES

1.1.1 The Professional's Basic Services on the Project shall consist of Program Phase Services, Construction Document Services, Bidding Phase Services, and Construction Phase Services, and MCWI/ARPA Program Requirements. The scope of the Basic Services is explained in further detail in Article 3.

1.1.2 The Professional's compensation for Basic Services shall be an hourly not to exceed fee of **$778,932.00** that will be billed per the approved City of Gulfport hourly rate sheet. The not to exceed fee is based of the FEMA Curve A requirements (attached) for a construction value of $6,600,000. This fee includes both the design phase and the construction administration phase. Cost of Construction shall be the total cost to the Owner to construct all elements of the Project as designed and specified by the Professional, as set forth in the plans, specifications, and other contract documents, and as approved by the Owner. In no event shall the Professional's Fee for its Basic Services be calculated using a Cost of Construction exceeding the Owner's Budget as defined in Article 1.5. The Professional shall be compensated for its Basic Services in accordance with the provisions of Article 4 below.

1.1.3 Any consultants retained or otherwise employed by the Professional must be approved by the Owner. The Professional shall not employ or otherwise retain consulting Professionals with proprietary interests. The Professional agrees to employ any consultants needed for complete services, including inspection.

1.1.4 All consultants hired by the Professional shall be required to obtain the same levels and amounts of insurance for protection of the Owner and the Project that the Professional is required to obtain pursuant to Article 2.10 of this Agreement.

1.1.5 The Professional shall be responsible for all applicable taxes and shall not receive any extra or increase payment from the Owner for such taxes.

1.2 ADDITIONAL SERVICES

1.2.1 Additional Services are Services the Owner may elect for the Professional to perform. Additional Services performed by the Professional shall be billed to the Owner on a lump sum basis. Additional Services performed by a third party engaged by the Professional shall be billed to the Owner at the actual cost incurred by the Professional for the third-party service plus an amount equal to **10.0%** (ten percent) of the cost incurred. Prior to performing any Additional Service, the Professional shall provide the Owner with a detailed cost estimate of the Additional Service. If the Owner is dissatisfied with the proposed cost, the Professional shall obtain additional estimates. Additional Services shall only be performed with the Owner's prior written approval. In no event shall the Owner be responsible for Additional Services where the Owner's prior written approval was not first obtained.

1.2.2 The Owner shall make payments to Professional for any Additional Services upon completion of the same and Owner's approval of the same. Partial payments may be made upon written request by Professional and Owner's approval.

1.3 EXTRA SERVICES

1.3.1 During the course of its engagement, the Professional may be required to perform Extra Services as defined as follows:

.1 Services necessitated by a change in material information supplied by the Owner, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of Construction, or procurement or delivery method;

.2 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;

.3 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;

.4 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner-authorized recipients;

.5 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;

.6 Preparation for, and attendance at, a public presentation, meeting, or hearing;

.7 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Engineer is party thereto; or

.8 Evaluation of the qualifications of entities providing bids or proposals.

1.3.2 Prior to performing any Extra Service, the Professional shall notify the Owner in writing of the circumstance creating the need for the Extra Service, the proposed scope of the Extra Service, and an estimate of the cost to the Owner for proposed Extra Service. Extra Services shall only be performed with the Owner's prior written approval. In no event shall the Owner be responsible for Extra Services where the Owner's prior written approval was not first obtained.

1.3.3 Except for Extra Services required due to the fault of the Professional, the Professional shall be compensated on an hourly basis as follows:

.1 The Professional's Principals' hourly rate shall be $194.00 per hour.

1.3.4 For purposes of this Agreement, the Professional's "principals" include the following individuals:

Gerrod W. Kilpatric, PE, David J. Machado, PE; Bradley P. Patano, PE, and Bradford A. Jones, AIA

1.3.5 For purposes of this Agreement, "Employees" are defined as anyone employed by the Professional but not identified as a Principal, including, but not limited to architects, engineers, professionals, draftsmen, specification writers, inspectors, and secretaries in consultation, research, design, production of the Instruments of Service and other documents pertaining to the Project and inspection of construction of the Project.

1.4 REIMBURSABLE EXPENSES

1.4.1 Reimbursable Expenses are in addition to compensation for Basic, Additional, and Extra Services and include expenses incurred by the Professional directly related to the Project. The Professional may be entitled to reimbursement for the following Project-related expenses:

.1 Permit fees and other fees required by authorities having jurisdiction over the Project;

~~.2 Printing, reproductions, plots, and standard form documents;~~

~~.3 Postage, handling, and delivery;~~

~~.4 Expense of overtime work requiring higher than regular rates, if authorized in advance in writing by the Owner; and~~

.5 Additional renderings, physical models, mock-ups, professional photography, and presentation materials requested by Owner or required for the Project.

1.4.2 The Professional shall not be reimbursed for any traveling or living expenses incurred personally, by associates, employees, or consultants.

1.4.3 The Professional shall be entitled only to reimbursement of actual expenses incurred by the Professional with no markup or fee.

1.4.4 All requests for reimbursement must be received with or before the Professional's final request for payment. Payment of the Professional's retainage as indicated below constitutes waiver by the Professional of any past, present, or future claims for reimbursement or other amounts.

1.5 THE OWNER'S BUDGET

1.5.1 Before the Professional begins its work on the Project, the Owner shall provide the Professional with a budget of all funds available to the Owner for completion of the Project (the "Owner's Budget"), which includes the contract(s) for construction, all fees, special consultants and contracts, advertising costs, code compliance expenses, a reasonable contingency, and any other expenses necessary to complete the Project and deliver a useful facility. The Owner's Budget may be revised from time to time in writing by the Owner and in the Owner's sole discretion. As stated above, the Owner's Budget for construction of the Project, including all related costs and expenses, is limited to and shall not exceed $6,600,000, unless otherwise provided for in writing by the Owner.

1.5.2 As stated below, the Professional shall submit estimates for the Cost of Construction to the Owner in the course of performing its Basic Services. In the event the Professional submits an estimate of the Cost of Construction exceeding the Owner's Budget, the Professional shall also submit a detailed written report, at no additional cost to the Owner, explaining why the Professional's estimate exceeded the Owner's Budget and what steps are needed to bring the Professional's estimate within the Owner's Budget.

1.5.3 If after the Bidding Phase, the Owner determines that the Project cannot be constructed within the Owner's Budget, the Owner may authorize the Professional to either:

.1 Revise the Contract Documents (including the plans and specifications) and rebid; or
.2 Modify the Program, adjust the Project scope, and/or revise the Contract Documents, and rebid.

1.5.4 If at any time, it is determined by the Owner, in the Owner's sole discretion, that the Project cannot be constructed and completed within the Owner's Budget, the Owner may terminate this Agreement for convenience pursuant

to Article 9, and the Owner shall not be obligated to the Professional for any part of the Professional's fees or payments beyond the last Owner-approved phase.

1.6 PAYMENT

1.6.1 The Professional shall submit applications for payment for its Basic Services in accordance with Article 4. At the time the Professional submits its applications for payment for its Basic Services, the Professional shall also include applications for payment for any previously approved Additional or Extra Services the Professional has performed along with any Reimbursable Expenses incurred by the Professional. All applications for payment shall be itemized in detail and be supported by all related estimates, receipts, or invoices. Owner shall make payment to the Professional within thirty (30) days of receipt of the Professional's application for payment. Payments made by Owner shall not be construed as acceptance of defects in the Professional's Services.

1.6.2 All applications for payment by the Professional shall be submitted by the PRINCIPAL IN CHARGE identified in the Agreement.

1.6.3 The Professional shall keep full and detailed records and accounts related to its Services, expenses, payments, and reimbursements and exercise such controls as may be necessary for proper financial management under this Agreement. The accounting and control systems shall be satisfactory to the Owner. The Owner and the Owner's auditors shall, during regular business hours and upon reasonable notice, be afforded access to, and shall be permitted to audit and copy, the Professional's records and accounts, including complete documentation supporting accounting entries, books, correspondence, instructions, drawings, receipts, consultant agreements, invoices, purchase orders, vouchers, memoranda and other data relating to this Agreement. The Professional shall preserve these records for a period of three years after final payment, or for such longer period as may be required by law.

1.6.4 In the event that the Professional seeks to utilize drawings and/or specifications prepared under this Agreement for separate projects with Owner that are not covered by this Agreement, and understanding that such "duplicate work" requires primarily the modification of plot plans, foundations, service connections, incidental changes, supervision, and the like, then Owner will be entitled to credit toward the design costs for the other Project to the extent of such costs paid by Owner pursuant to this Agreement. Owner is not obligated to enter a new Agreement for duplicate work.

2. PROFESSIONAL'S RESPONSIBILITIES

2.1 The Professional shall provide professional services as set forth in this Agreement. The Professional represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

2.2 The Professional shall perform all Services consistent with the professional skill and care ordinarily provided by Professionals practicing in the same or similar locality under the same or similar circumstances. The Professional shall perform all Services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

2.3 The Professional shall be responsible for complying with all applicable laws, rules, regulations, codes, and industry standards in performing its Services under this Agreement.

2.4 The Professional shall identify a representative authorized to act on behalf of the Professional with respect to the Project. The Professional shall be bound by all acts, omissions, statements, and representations of its representative. The Owner shall have the right to approve or reject the Professional's authorized representative.

2.5 The Professional shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Professional's professional judgment with respect to the Project or otherwise.

2.6 The Professional shall assist the Owner with preparing and filing any documents required for the approval of governmental authorities having jurisdiction over the Project.

2.7 The Professional shall contact the appropriate government authorities required to approve the plans, specifications, and other construction or design documents, as well as the entities providing utility services to the Project. In designing the Project, the Professional shall respond to applicable design requirements imposed by such governmental

authorities and entities providing utility services. The Professional shall also assist the Owner in the preparation of applications to the U.S. Government or other granting agencies for construction, interest subsidy, or other forms of grants.

2.8 Time is of the essence of this Agreement. The Professional shall submit for the Owner's approval, an estimated Schedule of Performance of Services. The estimated Schedule of Performance shall specify the number days needed by the Professional to complete each phase of the Professional's Services and shall account for time needed by the Owner and/or a governing body to review any submission by the Professional. The Schedule of Performance may be modified as the Project proceeds but only with the Owner's written approval. This Schedule of Performance, when approved by Owner, shall not, except for reasonable cause, be exceeded by the Professional.

2.9 The Schedule of Performance shall designate the length of time in calendar days for completion of each phase of Services. The dates for receipt of phases shall be the date the documents are stamped into the Owner's office if they are in an approval condition. If submittals are rejected, then the clock will continue to run without charge for that time being reviewed by the Owner. The date for approval and beginning of the next phase shall be the date of receipt, by the Professional, of written approval from the Owner.

2.10 PROFESSIONAL'S INSURANCE AND INDEMNITY OBLIGATIONS

2.10.1 The Professional shall purchase and maintain with a company, or companies, licensed to do business in the State of Mississippi such insurance as will provide protection from claims resulting from errors and omissions, or negligent acts arising out of the performance of professional services and operations under this Agreement. The Professional shall maintain the following insurances, at a minimum, until termination of this Agreement:

.1 Commercial General Liability insurance with policy limits of not less than $1,000,000 for each occurrence and $2,000,000 in the aggregate for bodily injury and property damage.

.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Professional with policy limits of not less than $1,000,000 per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

.3 The Professional may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.10.1.1 and 2.10.2.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

.4 Workers' Compensation insurance at statutory minimum limits.

.5 Employers Liability insurance with policy limits not less than $1,000,000 each accident, $1,000,000 each employee, and $2,000,000 policy limit.

.6 Professional Liability insurance covering negligent acts, errors, and omissions in the performance of professional services with policy limits of not less than $1,000,000 per claim or occurrence and $2,000,000 in aggregate.

2.10.2 To the fullest extent permitted by law, the Professional shall cause the primary and excess or umbrella polices for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Professional's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations. Further, each of the Professional's insurance policies shall include waivers of subrogation in favor of the Owner.

2.10.3 The Professional shall provide Certificates of Insurance to the Owner that evidence compliance with the requirements in this Section 2.10 prior to beginning work or performing Services for the Project. The Certificate of Insurance shall contain a provision stating that the policy may not be canceled or not renewed without at least thirty (30) days prior written notice to the Owner. Failure to provide the Owner with a Certificate of Insurance reflecting all insurance coverages and requirements set forth in this Section 2.10 shall be a material breach of this Agreement.

2.10.4 If by the terms of this insurance any mandatory deductibles are required, or if the Professional should elect with the concurrence of the Owner, to increase the mandatory deductible amounts or purchase this insurance with voluntary deductible amounts, the Professional shall be responsible for payment of the amount of the deductible in the event a claim is paid. In the event of a claim against the policy, the Professional shall arrange for the restoration of the limit of liability so that full coverage is maintained at all times.

2.10.5 The Professional shall be fully responsible to the Owner for work performed by any employees, associates, and/or consultants. Errors and omissions insurance coverage for the total Project design, including that of all Associates and/or consultants, rests solely with the Professional. In the case of joint ventures, joint venture errors and omissions insurance coverage shall be required in accordance with the limits stated above.

2.10.6 The Professional shall defend, indemnify, and hold harmless the Owner and the Owner's agents and employees from and against all claims, damages, losses and expenses, including but not limited to attorneys' fees and litigation expenses, regardless of the nature or type of claim, which arise from or relate to the Professional's performance of Services under this Agreement, any acts or omissions of the Professional, or any alleged negligence of the Professional or the Professional's consultants, anyone directly or indirectly employed by them, or anyone for whose acts they or the Professional may be liable. This indemnification requirement shall survive the expiration or earlier termination of this Agreement.

3. BASIC SERVICES

The Professional's Basic Services are those described in this Article 3 and include all usual and customary civil, structural, mechanical, and electrical engineering services. The Professional shall manage all Services, consult with the Owner, research applicable design criteria, attend Project meetings, communicate with members of the Project team and report progress to the Owner. The Professional shall coordinate its Services with those being provided by the Owner or any separate consultants hired by the Owner.

3.1 SCOPE OF PROGRAM PHASE SERVICES

3.1.1 Professional shall meet with Owner to ascertain the general requirements for the Project and shall meet with the Project Program Committee (or other persons or groups of persons designated by Owner and/or Professional) to discuss, among other things, the scope of the Project, the functional and departmental objectives of the Project, and the relationship of the Project to other structures and facilities.. Professional shall advise Owner and the Project Program Committee (or other persons or groups of persons designated by Owner and/or Professional) as to cost of the Project and time requirements for planning and construction of the Project.

3.1.2 The Professional shall prepare and submit to the Owner a comprehensive written Project Program, which shall set forth the scope of the Project. The Program will include at a minimum the following elements:

.1 Goal: Design objectives, limitations, and criteria;
.2 Site: Site requirements and analysis including location, boundaries, topography, vegetation, utilities, climate, flooding, traffic, and priority;
.3 Equipment: Special equipment and systems;
.4 Energy: Energy considerations;
.5 Existing: Analysis of existing facilities(lift station sites);
.6 Concept: Summary of Project concept, scope and goal with priority list; and
.7 Budget: Total Project budget, with controlling input from Owner

3.1.3 The Professional shall submit to the Owner copies of the written Project Program.

3.1.4 The Professional shall show progress to date, confirm the remainder of the Schedule of Performance, and obtain the Owner's written approval for completing the Program Phase before proceeding with the Construction Phase Design.

3.4 SCOPE OF CONSTRUCTION DOCUMENT PHASE SERVICES

3.4.1 After obtaining the written approval of the Owner for the Design Development Phase, the Professional shall prepare and submit to the Owner copies of working drawings and specifications detailing and prescribing the work to be accomplished to construct the Project including materials; workmanship; finishes; mechanical and electrical systems;

special equipment; general, special, and supplementary conditions for the agreement between the Owner and the contractor; and any and all other information required for receiving bids on the Project and subsequent preparation of shop drawings and detail drawings.

3.4.2 Upon receipt of the review comments from the Owner, the Professional shall complete and finalize the Contract Documents to conform to the Owner's review comments. Professional shall furnish copies to the Owner of the final version of the Contract Documents prior to release of said documents for bids.

3.4.3 The Professional shall furnish and distribute complete sets of plans, specifications, and other Bidding Documents as are necessary for bidding purposes (the "Contract Documents"), including in electronic form if required. Any cost of printing and mailing these Contract Documents shall be paid by the Professional and reimbursed by the Owner, with cost approval by the Owner before printing is ordered. Reimbursement to the Professional by the Owner of printing costs is to assure that an adequate number of plans and specifications shall be available for bidding purposes and thereby resulting in the best possible competitive bids being received by the Owner for the Project. Costs of all plans and specifications, other than for bidding, required for the design process shall be at the expense of the Professional.

3.4.4 The Professional shall prepare and submit to the Owner a detailed Cost of Construction estimate demonstrating allocation of cost for various systems. The basis for the cost estimate shall be a quantity survey. The estimate shall show an escalation projected from the date of the estimate to the projected bid date.

3.4.5 The date for receipt of bids shall be established by the Owner.

3.4.6 The Professional agrees that approval of the Contract Documents, including drawings and specifications, by Owner or by any person, body, or agency shall not relieve Professional of the responsibility for the adequacy, fitness, suitability, correctness of design, and for designing all documents and completing all Services in accordance with sound and accepted engineering practices and in compliance with all prevailing building codes and federal and state laws and regulations, including but not limited to such codes and regulations set forth below in Section 6.4.

3.4.7 The Professional shall submit to the Owner complete Contract Documents in electronic format within time sufficient to distribute same for bids.

3.5 SCOPE OF BIDDING PHASE SERVICES

3.5.1 After obtaining the written approval of the Owner of the Construction Document Phase, the Professional shall assist the Owner in obtaining bids and preparing and awarding all construction contracts. The Professional shall provide other preconstruction and bidding phase services such as preconstruction estimates, constructability analyses, project scheduling, and identifying potential qualified subcontractors and materialmen, if necessary.

3.5.2 For project subject to competitive bidding laws, the professional shall assist the Owner in bidding the Project by: procuring the reproduction of Contract Documents for distribution to prospective bidders; distributing the Contract Documents to prospective bidders and maintaining a log of distribution; organizing and conducting a pre-bid conference for prospective bidders; preparing responses to questions from bidders and providing clarifications and interpretations of the Contract Documents in the form of addenda to the same; and organizing and conducting the opening of bids and documenting the bidding results.

3.5.2 The Professional shall attend the bid opening and furnish a suitably detailed tabulation sheet for recording the name of each Bidder, the Bidder's Certificate of Responsibility Number, Bid Security, Base Bid, Alternates, and remarks. The Professional shall furnish sufficient tabulation sheets for all in attendance. Immediately after receipt of bids, the Professional shall submit to the Owner a certified tabulation of all bids received, along with his recommendation as to Contract award.

3.5.3 The Professional, following the award of a Construction Contract, shall prepare and submit to the Owner, copies of updated Construction Documents (including plans and specifications). Each copy shall be marked OFFICIAL CONTRACT DOCUMENTS and shall include an executed bid proposal form, agreement form, contract bond, power of attorney, certificate of insurance, all bulletins, addenda, and supplemental drawings. One (1) copy shall be retained by the Owner; one (1) copy shall be for the Contractor. Any other contract document guidelines will be distributed by the Professional at the bid opening.

3.6 SCOPE OF CONSTRUCTION PHASE SERVICES

3.6.1 The Construction Phase begins with the award and the preparation of the construction contract(s). The Professional is responsible for keeping the Owner completely apprised of the Project during the Construction Phase. The Professional shall perform all services necessary to ensure the construction of the Project is moving forward in a timely and cost effective manner and in accordance with the Contract Documents. Those services shall include, but not be limited to, the following:

1. Sanitary sewer design
2. Lift Station Design
3. Plan and Profiles sheets of proposed design
4. Electrical Controls Design
5. Mechanical Pump Selection/Design (if required)
6. Erosion control Plan
7. Overall Utility Plan
8. Obtain necessary MDEQ Stormwater permits
9. Obtain necessary MDEQ sanitary sewer approvals (if required)
10. Construction Details
11. Technical Specifications
12. Provide necessary documentation for ARPA Reimbursement

3.6.2 The Professional shall conduct on-site inspections as necessary to guard against nonconformity of the construction work with the Contract Documents and to observe and report on compliance with agreed upon construction schedules. The Professional shall be responsible for ensuring all inspections are made as needed and during the critical phases of construction by the consultants and the Professional's firm. The Professional shall maintain a written log of all visits to the site by the Professional and/or any consultants identifying by name and title each attendee and a brief description explaining the nature of the site visit. On-site inspections shall be done by a Principal of the Professional's firm and/or of each consultant firm, or a qualified employee of each firm as approved by the Owner. The Professional shall not be responsible for construction means, methods, techniques, sequence of procedures, or the safety precautions and programs in connection with the work. The Professional has the authority to disapprove or reject work that, in its judgment, fails to conform to the Contract Documents. The Professional shall submit monthly written reports to Owner detailing progress and condition of construction of the Project.

3.6.3 As required by the Owner, or upon the written request of the Contractor, the Professional shall promptly respond to any request for information relating to interpretation of the Contract Documents to ensure proper and timely execution of the work and construction of the Project. The Professional shall be the interpreter of the requirements of the Contract Documents and judge of the performance thereunder of the Contractor. The Professional's responses to such requests for information shall be in writing and issued with reasonable promptness so as not to delay the Project.

3.6.4 The Professional shall prepare change Orders for the Owner's approval and execution in accordance with the Contract Documents. The Professional shall have authority to order minor changes in the work which do not involve an adjustment in the Contract Sum or an extension of the Contract Time and which are not inconsistent with the intent of the Contract Documents. The Professional shall not issue any verbal or written directives that materially change the Contract Documents until approved in writing by the Owner.

3.6.5 Upon receipt of an application for payment from the Contractor, the Professional shall determine and confirm the amount owed to the contractor based on the Professional's field inspections, evaluations of the contractor's applications for payment in relation to the most recent schedule of values, and any other information the Professional deems necessary. Based on the Professional's evaluation, the Professional shall recommend to the Owner an amount the Professional believes the contractor is owed and shall issue for the Owner's approval a certificate for payment in that amount. The Professional's recommendation or certification of payment shall constitute a representation on which the Owner is entitled to rely that the work has progressed to the point indicated; that, to the best of the Professional's knowledge, information and belief, the quality of the work is in accordance with the Contract Documents; and, that the Contractor is entitled to payment in the amount certified. The issuance of a certificate for payment will not be a representation that the Professional has made any examination relating to how the Contractor has used or applied previous payments from Owner other than to secure certification under oath that all materialmen, laborers, and subcontractors have been paid by the contractor.

3.6.6 The Professional shall conduct inspections to determine the date of Substantial Completion and the date of final completion; issue certificates of Substantial Completion; receive from contractor and forward to Owner all written

warranties and related documents required by the Contract Documents; and issue a final Certificate for Payment based upon a final inspection of the Project indicating that the Project was constructed in accordance with the requirements of the Contract Documents.

3.6.7 When the Professional is notified by the contractor that the work has been substantially completed and the Project is ready for inspection, the Professional and the Professional's consultants shall inspect the work. Based on this inspection, the Professional and consultants shall prepare lists of items needing correction, repair, or completion. When these items have been corrected by the contractor, the Professional and the Professional's consultants shall make a subsequent inspection to ensure all issues previously identified have been properly addressed. A representative for the Owner shall be present during this inspection. When all issues identified by the Professional and/or the Professional's consultants have been properly addressed, the Professional shall certify to the Owner that, to the best of the Professionals' knowledge, the Project has been fully completed in compliance with the Contract Documents. It is the responsibility of the Professional to have a representative(s) from each of its consultants present for all inspections.

3.6.8 Upon completion of the Project, the Professional shall deliver to the Owner two sets of revised Contract Documents which reflect the as-built condition of the Project. Such as-built documents shall reflect all changes caused by addenda, field changes, change orders, and observed changes by the Professional, contractor, or subcontractors. Additionally, the Professional shall submit two electronic format copies of the as-built Contract Documents in both PDF and CAD format. The Professional shall also deliver to the Owner the Manufacturer's data for the roof materials used, the Manufacturer's Guarantee, and the Roofing Contractor's Guarantee. The Professional shall deliver to the Owner all certificates, data, manuals, warranties, and/or guarantees relating to the Project.

3.6.9 The Professional shall forward to the Owner the following information received from the contractor: consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment to the contractor; affidavits, receipts, releases, and waivers of liens or bonds indemnifying Owner against lines and claims; and any other documentation required of the contractor under the Contract Documents.

3.6.10 During the warranty period of the construction contract(s), the Professional shall work with a representative of the Owner to secure remediation of any defects that are discovered. The Professional shall make, with a representative of the Owner present, a warranty inspection of the Project prior to the expiration of any warranty periods and report observed defects to the Owner and the contractor for correction. The Professional shall be responsible for coordinating all work necessary to repair, correct, or complete defects in the construction, and the Professional shall be responsible to prepare and issue any paper work necessary to effect such repair, regardless of whether such constitutes a change.

3.6.11 The Construction Phase shall terminate upon expiration of the Warranty period or settlement of all Warranty claims, whichever occurs last.

4. PAYMENT TO THE PROFESSIONAL FOR BASIC SERVICES

4.1 PAYMENTS FOR BASIC FEE

4.1.1 Upon completion of the Program Phases and written approval of the Owner and any governing authority or board, the Professional will submit invoices based on hours expended on a monthly basis.

4.1.2 Upon completion of the Construction Document Phase and written approval of the Owner and any governing authority or board, the Professional will submit invoices based on hours expended on a monthly basis.

4.1.4 Upon completion of the Bidding Phase, written approval of the Owner and any governing authority or board, and receipt of a construction contract executed by the contractor, the Professional shall be will submit invoices based on hours expended on a monthly basis.

4.1.5 During the Construction Phase, written approval of the Owner and any governing authority or board, the Professional shall be will submit invoices based on hours expended on a monthly basis.

4.1.6 The Owner reserves the right to determine when and who provides the Professional service items needed for this Project. Any pay request submitted by the Professional which contains service items not authorized by the Owner to be performed by the Professional may be disapproved in part, or total.

4.1.7 No delay in payment to the Professional, whether under section 5 of this Agreement or otherwise, shall entitle the Professional to terminate or suspend its Services.

5. PROFESSIONAL CONSULTING SERVICES AND CODES

5.1 PROFESSIONAL CONSULTING SERVICES

5.1.1 If the Professional, who is a party to this Agreement, is retained for the primary purpose of rendering design services, he hereby agrees that all plans, specifications, detail drawings, and miscellaneous services required for engineering work pertaining to heating, ventilation, refrigeration, electrical, mechanical, or structural work shall be performed by a registered engineer in his own organization or he agrees to employ, without additional cost to the Owner and subject to the approval of the Owner, the services of a registered engineer regularly engaged in the work. Drawings prepared shall bear the stamp of the responsible registered professional. The Professional shall enter into Contract agreements with such registered professional with contracts binding them to terms and responsibilities substantially set forth herein regarding design and inspection services.

5.1.2 If the Professional, who is a party to this Agreement, is retained for the primary purpose of rendering engineering services, he hereby agrees that all plans, specifications, detail drawings, and miscellaneous services required for engineering work pertaining to heating, ventilation, refrigeration, electrical, mechanical, or structural work shall be performed by a registered engineer in his own organization or he agrees to employ, without additional cost to the Owner and subject to the approval of the Owner, the services of a registered engineer regularly engaged in the work. Drawings prepared above shall bear the stamp of the responsible registered professional. The Professional shall enter into contract agreements with such registered professional with contracts binding them to terms and responsibilities substantially set forth herein regarding design and inspection services.

5.2 CODES AND REGULATIONS

5.2.1 The Professional shall prepare all Contract Documents, including drawings and specifications, in full conformance and compliance with all applicable codes and regulations, including but not limited to the following specific codes and regulations. The Professional shall reference the versions of the below codes and regulations that are current and in effect as of the date of this Agreement and all subsequent amendments to the same, unless a different and specific edition is expressly noted in the Contract Documents. In the event of any discrepancy or ambiguity, the Professional must comply with, and will be held to, the adopted and applicable codes of the local jurisdiction.

1. International Building Code
2. International Existing Building Code
3. International Plumbing Code
4. International Mechanical Code
5. International Fuel Gas Code
6. International Electrical Code
7. International Fire Code

6. OWNER'S RESPONSIBILITIES

6.1 Before the Professional begins its work on the Project, the Owner shall provide the Professional with the Owner's Budget, which shall state all funds available to the Owner for completion of the Project. The Owner's Budget may be revised from time to time in the Owner's sole discretion.

6.2 Unless otherwise provided for under this Agreement, the Owner shall provide information relating to the Project to the Professional in a timely manner when requested by the Professional.

6.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project.

7. OWNERSHIP OF DOCUMENTS

7.1 The Professional's instruments of service, including all contract documents and drawings and specifications, shall be the Owner's property upon payment of the Professional's fees through the latest completed phase. The Owner shall have full and unrestricted use of such instruments of service. The Professional shall not be entitled to re-use or recycle any of the instruments of service without the prior written permission of the Owner. The Professional shall furnish

permanent reproducible transparencies at the Owner's request and the Owner shall reimburse Professional for the actual cost. Original tracings and specifications shall remain in the Professional's custody until the Owner requests delivery.

7.2 The Owner shall have full and unrestricted use of the instruments of service, including all contract documents and drawings and specifications drawings and specifications, for use on any future Project without further compensation due to the Professional.

8. APPLICABLE LAW AND DISPUTE RESOLUTION

8.1 This Agreement shall be governed exclusively by the laws of the State of Mississippi, regardless of any choice of law provisions that might otherwise be applicable.

8.2 The parties shall attempt to resolve any dispute that arises out of or is related to this Agreement by first submitting the dispute to mediation. Any mediation will be conducted by one mediator selected by the Owner and will only be conducted in Harrison County, Mississippi or such other place selected by the Owner. If the parties do not resolve any such dispute through mediation, the parties shall resolve the dispute by litigation.

8.3 The courts of Harrison County, Mississippi shall be the sole and exclusive jurisdiction and venue for any civil action related to this Agreement. Each party irrevocably consents to jurisdiction in said courts and waives any argument that such courts are not a convenient forum or that venue is not proper in Harrison County.

8.4 If the Owner in good faith believes that any claim, dispute, or matter in controversy with the Professional also involves rights or liabilities of the contractor, or other third party, then, at the Owner's sole election, the Professional agrees to resolve such issues in the same forum or proceeding, including court or administrative authority, which has jurisdiction over some or all claims, disputes, and matters in controversy involving the Contractor, or other third party so as to promote economy and avoid inconsistent results.

8.5 No claim, dispute, or matter in controversy or question shall interfere with the progress of the Professional's Services, and the Professional shall proceed diligently with performance of its Services, notwithstanding the existence of any claim, dispute, or matter in controversy or question.

9. TERMINATION

9.1 The Owner may terminate this Agreement for cause should the Professional fail to timely perform its Services or fail to satisfy any of the terms or conditions of this Agreement, as determined in the Owner's sole discretion, within three calendar days after receipt of the Owner's notice of deficiency. In the event of such termination for cause, the Professional shall be responsible for all costs, fees, and expenses, including reasonable attorneys' fees, incurred by the Owner to remedy the deficiencies caused or created by the Professional or to otherwise complete the Professional's Services under this Agreement. Upon such termination, the Professional shall only be entitled to receive as payment any outstanding balance due by the Owner to the Professional for satisfactory Services that the Professional completed as part of the last approved design phase, but only to the extent that such payment exceeds all costs, fees, and expenses incurred by the Owner in connection with correction or completion of the Professional's Services or termination of the Professional. At the option of the Owner, all finished or unfinished instruments of service prepared by the Professional shall be the property of the Owner.

9.2 Notwithstanding anything to the contrary in this Agreement and in addition to the Owner's right to terminate this Agreement for cause, breach or default, the Owner may also suspend the Professional's Services or terminate all or any part of this Agreement, without cause, regardless of fault or the lack thereof by any party, for its sole convenience, or for any reason or no reason whatsoever. Upon such no-fault termination, the Professional shall be entitled only to payment for Services satisfactorily completed up to the date of termination. The Professional shall not be entitled to any payment, compensation, or damages, including but not limited to lost profits or other theory of recovery, with respect to Services not performed or not accepted.

9.3 If the Owner terminates the Agreement for default or breach but it is determined, for any reason, that sufficient grounds did not exist for terminating the Agreement, the Professional shall, as its sole and exclusive remedy, be entitled only to the amount due under the Agreement as if the termination were for no fault. Regardless of whether termination is for default or no fault, the Professional shall not be entitled to any payment in excess of the reasonable value or actual cost of work actually performed by the Professional in strict accordance with the Agreement, less offsets and other amounts due the Owner under this Agreement.

9.4 The Professional shall, in no event, be entitled to special, consequential, exemplary, or punitive damages because of the Owner's termination of this Agreement, the Owner's alleged breach or default under this Agreement, or any other act or omission of the Owner.

10. MISCELLANEOUS

10.1 Any notice to the Professional may be given in writing by United States Mail, fax, email, or verbally in person. Notice by mail shall be considered as given and effective when addressed to the last-known address of the Professional and deposited in the United States Mail, and shall be effective for all purposes as of the time of such deposit, whether actually received or not. Notice by any other means shall be effective when sent by the Owner to the Professional. Any notice to the Owner shall be in writing and sent to the Owner by certified or registered mail, return receipt requested, to Owner's office of general counsel.

10.2 The Professional shall not assign its rights nor delegate its obligations under this Agreement without first obtaining the written consent and approval of the Owner. The Professional shall not assign any amounts due or to become due under this subcontract without written consent from the Owner.

10.3 The parties intend as follows: (a) that if any provision of this Agreement is held to be unenforceable, then that provision will be modified to the minimum extent necessary to make it enforceable, unless that modification is not permitted by law, in which case that provision will be disregarded; (b) that if an unenforceable provision is modified or disregarded in accordance with this section, then the rest of this Agreement will remain in effect as written; and (c) that any unenforceable provision will remain as written in any circumstances other than those in which the provision is held to be unenforceable.

10.4 If a party desires to waive any right under this Agreement, it may only do so by signing a writing specifying the right waived. Any such waiver will be binding only for the limited purpose for which the written waiver was given.

10.5 Under no circumstances shall the Professional be entitled to receive consequential damages or lost profits from the Owner, regardless of the nature or type of breach or claim made by the Professional.

10.6 This Agreement constitutes the entire understanding between the parties with respect to its subject matter and supersedes all other agreements, whether written or oral. This Agreement may not be amended except in writing signed by both parties. All proposals, negotiations, and representations with respect to this Agreement, whether oral or written, are hereby superseded and merged into this Agreement. This Agreement cannot be changed, modified, altered, suspended, or terminated, except in writing signed by an authorized representative of the Owner. No delay, waiver, forbearance, or failure by the Owner to exercise rights or remedies under this Agreement or to insist upon strict compliance by the Professional shall prevent the Owner from strictly enforcing any of the provisions of this Agreement, nor shall relieve the Professional from strict compliance with all terms and conditions hereof nor shall waive, restrict, or adversely affect any of the Owner's rights and remedies as to any subsequent or continuing failure of the Professional to comply strictly with all terms and conditions of this Agreement. The invalidity or unenforceability of any term or condition of this Agreement shall not invalidate, render unenforceable, or adversely affect the remaining terms and conditions. This Agreement shall be binding upon the successors in interest of the parties hereto, but nothing in this Agreement is intended nor shall be construed to create any rights for or to benefit any third parties. Both parties have had the opportunity to review with their respective legal counsel and technical advisors this Agreement, and both parties therefore stipulate that this Agreement shall be given effect and shall not be subject to the rule of construction of being construed against the drafting party.

END OF DOCUMENT

Applicant: City of Gulfport/ MCWI 154-2-CW-5.5 (CA Phase)
FIPS #
PW #
Declaration Number:

Based on 2007 Public Assistance PA Guide - FEMA 322

NOTE: Enter Construction Costs in Yellow Shaded Cell, below

Construction Estimate:

$6,600,000.00

Curve A Percentage		**Curve A $ Amount**
3.00%		$198,000.00
Curve B Percentage		**Curve B $ Amount**
3.00%		$198,000.00

NOTE:
Range is limited to:
more than $10,000.00
and less than $100,000,000.00

Applicant: City of Gulfport/ MCWI 154-2-CW-5.5 (Design Phase)
FIPS #
PW #
Declaration Number:

Based on 2007 Public Assistance PA Guide - FEMA 322

NOTE: Enter Construction Costs in Yellow Shaded Cell, below

Construction Estimate:

$6,600,000.00

Curve A Percentage		**Curve A $ Amount**
8.80%		$580,932.00
Curve B Percentage		**Curve B $ Amount**
8.60%		$567,864.00

NOTE:
Range is limited to:
more than $10,000.00
and less than $100,000,000.00

MP DESIGN GROUP
ARCHITECTURE + ENGINEERING

David J. Machado, PE
Brad P. Patano, PE
Gerrod W. Kilpatrick, PE
Bradford A. Jones. AIA

January 29, 2024

City of Gulfport
c/o Jeremy Harrison
P.O. Box 1780
Gulfport, MS 39502

RE: Proposal for Professional Engineering Services for City Wide Lift Stations
ARPA project #154-2-CW-5.5

VIA Email: jharrison@gulfport-ms.gov

Jeremy,

MP Design Group (MPDG) is pleased to offer you our proposal to provide engineering services for the city wide lift station project, ARPA project 154-2-CW-5.5. We have based our fee proposal on the industry standard FEMA Design Curves. The proposal will be an hourly not to exceed fee of $778,932.00, which is based on a construction value of $6,600,000. The fee for this proposal includes both the design phase and the construction administration services for this project.

We appreciate the opportunity and look forward to working with you on this project. I will be happy to answer any questions or concerns you have regarding the proposal.

Respectfully,
MP DESIGN GROUP

Gerrod W. Kilpatrick, P.E.
Principal

STANDARD FORM OF AGREEMENT BETWEEN
THE OWNER AND THE DESIGN PROFESSIONAL

This Agreement for professional design engineering services (the "Agreement") is entered into and made effective this, the 30th day of January, 2024, by and between City of Gulfport ("Owner") and the Design Professional identified below ("Professional").

OWNER: City of Gulfport
P.O. Box 1780
Gulfport, MS 39502

PROFESSIONAL:

Business Name _Machado | Patano, PLLC dba MP Design Group_____
Mailing Address _918 Howard Avenue, Suite F, Biloxi, MS 39530_____
City/State/Zip_Biloxi, MS 39530_____
Email Address_gkilpatrick@mpdesigngroup.us_____Phone:__(228)388-1950_____

The Professional is a *(Check and complete one of the following)*:

(X) CORPORATION (includes PA, LLC, or PLLC) solely organized and existing under the laws of the State of _Mississippi_____and having its principal office in ___Biloxi_____Harrison_____MS
(City) (County) (State)

( ) PARTNERSHIP of the following (*List all partners or joint venture partners*):_____

( ) SOLE PROPRIETORSHIP ( ) OTHER _____

The Professional shall provide services for the following Project: **CITY OF GULPFORT CITY WIDE LIFT STATION REHABILITATION PROJECT, MCWI 154-2-CW-5.5** (the "Project").

The Owner's total budget for construction of the Project, including all related costs and expenses, is limited to and shall not exceed $6,613,773.92 (Six Million, Six Hundred Thirteen Thousand, Seven Hundred Seventy Three dollars, and ninety two cents) unless otherwise provided for in writing by the Owner.

The Professional warrants and represents that it is authorized to do business in Mississippi and that it holds a valid license from the governing Mississippi authority or agency, with its license number being MS-16559 Gerrod W. Kilpatrick, P.E.); E-1077 (Machado | Patano, PLLC).

[SIGNATURES TO FOLLOW]

PROFESSIONAL: MACHADO | PATANO, PLLC dba MP DESIGN GROUP



By: _____ January 24,2024
(Signature) (Date)

Gerrod W. Kilpatrick, PE – Principal in Charge
(Name and Title)

OWNER: CITY OF GULFPORT

By: _____ _____
(Signature) (Date)

Billy Hewes– Mayor
(Name and Title)

For and in consideration of the covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Owner and Professional agree as follows and specifically set forth in Articles 1 through 10 below:

1. PROFESSIONAL'S SERVICES AND COMPENSATION

For the scope of this engagement, the Professional's Services shall be classified as: (1) Basic; (2) Additional; or (3) Extra (the "Services"). The Professional's engagement may include one or more of the Services depending upon the needs of the Project. The Professional's compensation for its work on the Project is calculated based upon the type of Services the Professional is engaged to perform. The Professional's fee is calculated differently for each type of Service. The Professional may also be entitled to reimbursement for actual costs incurred as a result of performing certain enumerated Project-related activities ("Reimbursable Expenses").

1.1 BASIC SERVICES

1.1.1 The Professional's Basic Services on the Project shall consist of Program Phase Services, Construction Document Services, Bidding Phase Services, and Construction Phase Services, and MCWI/ARPA Program Requirements. The scope of the Basic Services is explained in further detail in Article 3.

1.1.2 The Professional's compensation for Basic Services shall be an hourly not to exceed fee of **$778,932.00** that will be billed per the approved City of Gulfport hourly rate sheet. The not to exceed fee is based of the FEMA Curve A requirements (attached) for a construction value of $6,600,000. This fee includes both the design phase and the construction administration phase. Cost of Construction shall be the total cost to the Owner to construct all elements of the Project as designed and specified by the Professional, as set forth in the plans, specifications, and other contract documents, and as approved by the Owner. In no event shall the Professional's Fee for its Basic Services be calculated using a Cost of Construction exceeding the Owner's Budget as defined in Article 1.5. The Professional shall be compensated for its Basic Services in accordance with the provisions of Article 4 below.

1.1.3 Any consultants retained or otherwise employed by the Professional must be approved by the Owner. The Professional shall not employ or otherwise retain consulting Professionals with proprietary interests. The Professional agrees to employ any consultants needed for complete services, including inspection.

1.1.4 All consultants hired by the Professional shall be required to obtain the same levels and amounts of insurance for protection of the Owner and the Project that the Professional is required to obtain pursuant to Article 2.10 of this Agreement.

1.1.5 The Professional shall be responsible for all applicable taxes and shall not receive any extra or increase payment from the Owner for such taxes.

1.2 ADDITIONAL SERVICES

1.2.1 Additional Services are Services the Owner may elect for the Professional to perform. Additional Services performed by the Professional shall be billed to the Owner on a lump sum basis. Additional Services performed by a third party engaged by the Professional shall be billed to the Owner at the actual cost incurred by the Professional for the third-party service plus an amount equal to **10.0%** (ten percent) of the cost incurred. Prior to performing any Additional Service, the Professional shall provide the Owner with a detailed cost estimate of the Additional Service. If the Owner is dissatisfied with the proposed cost, the Professional shall obtain additional estimates. Additional Services shall only be performed with the Owner's prior written approval. In no event shall the Owner be responsible for Additional Services where the Owner's prior written approval was not first obtained.

1.2.2 The Owner shall make payments to Professional for any Additional Services upon completion of the same and Owner's approval of the same. Partial payments may be made upon written request by Professional and Owner's approval.

1.3 EXTRA SERVICES

1.3.1 During the course of its engagement, the Professional may be required to perform Extra Services as defined as follows:

.1 Services necessitated by a change in material information supplied by the Owner, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of Construction, or procurement or delivery method;

.2 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;

.3 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;

.4 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner-authorized recipients;

.5 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;

.6 Preparation for, and attendance at, a public presentation, meeting, or hearing;

.7 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Engineer is party thereto; or

.8 Evaluation of the qualifications of entities providing bids or proposals.

1.3.2 Prior to performing any Extra Service, the Professional shall notify the Owner in writing of the circumstance creating the need for the Extra Service, the proposed scope of the Extra Service, and an estimate of the cost to the Owner for proposed Extra Service. Extra Services shall only be performed with the Owner's prior written approval. In no event shall the Owner be responsible for Extra Services where the Owner's prior written approval was not first obtained.

1.3.3 Except for Extra Services required due to the fault of the Professional, the Professional shall be compensated on an hourly basis as follows:

.1 The Professional's Principals' hourly rate shall be $194.00 per hour.

1.3.4 For purposes of this Agreement, the Professional's "principals" include the following individuals:

Gerrod W. Kilpatric, PE, David J. Machado, PE; Bradley P. Patano, PE, and Bradford A. Jones, AIA

1.3.5 For purposes of this Agreement, "Employees" are defined as anyone employed by the Professional but not identified as a Principal, including, but not limited to architects, engineers, professionals, draftsmen, specification writers, inspectors, and secretaries in consultation, research, design, production of the Instruments of Service and other documents pertaining to the Project and inspection of construction of the Project.

1.4 REIMBURSABLE EXPENSES

1.4.1 Reimbursable Expenses are in addition to compensation for Basic, Additional, and Extra Services and include expenses incurred by the Professional directly related to the Project. The Professional may be entitled to reimbursement for the following Project-related expenses:

.1 Permit fees and other fees required by authorities having jurisdiction over the Project;

~~.2 Printing, reproductions, plots, and standard form documents;~~

~~.3 Postage, handling, and delivery;~~

~~.4 Expense of overtime work requiring higher than regular rates, if authorized in advance in writing by the Owner; and~~

.5 Additional renderings, physical models, mock-ups, professional photography, and presentation materials requested by Owner or required for the Project.

1.4.2 The Professional shall not be reimbursed for any traveling or living expenses incurred personally, by associates, employees, or consultants.

1.4.3 The Professional shall be entitled only to reimbursement of actual expenses incurred by the Professional with no markup or fee.

1.4.4 All requests for reimbursement must be received with or before the Professional's final request for payment. Payment of the Professional's retainage as indicated below constitutes waiver by the Professional of any past, present, or future claims for reimbursement or other amounts.

1.5 THE OWNER'S BUDGET

1.5.1 Before the Professional begins its work on the Project, the Owner shall provide the Professional with a budget of all funds available to the Owner for completion of the Project (the "Owner's Budget"), which includes the contract(s) for construction, all fees, special consultants and contracts, advertising costs, code compliance expenses, a reasonable contingency, and any other expenses necessary to complete the Project and deliver a useful facility. The Owner's Budget may be revised from time to time in writing by the Owner and in the Owner's sole discretion. As stated above, the Owner's Budget for construction of the Project, including all related costs and expenses, is limited to and shall not exceed $6,600,000, unless otherwise provided for in writing by the Owner.

1.5.2 As stated below, the Professional shall submit estimates for the Cost of Construction to the Owner in the course of performing its Basic Services. In the event the Professional submits an estimate of the Cost of Construction exceeding the Owner's Budget, the Professional shall also submit a detailed written report, at no additional cost to the Owner, explaining why the Professional's estimate exceeded the Owner's Budget and what steps are needed to bring the Professional's estimate within the Owner's Budget.

1.5.3 If after the Bidding Phase, the Owner determines that the Project cannot be constructed within the Owner's Budget, the Owner may authorize the Professional to either:

.1 Revise the Contract Documents (including the plans and specifications) and rebid; or
.2 Modify the Program, adjust the Project scope, and/or revise the Contract Documents, and rebid.

1.5.4 If at any time, it is determined by the Owner, in the Owner's sole discretion, that the Project cannot be constructed and completed within the Owner's Budget, the Owner may terminate this Agreement for convenience pursuant

to Article 9, and the Owner shall not be obligated to the Professional for any part of the Professional's fees or payments beyond the last Owner-approved phase.

1.6 PAYMENT

1.6.1 The Professional shall submit applications for payment for its Basic Services in accordance with Article 4. At the time the Professional submits its applications for payment for its Basic Services, the Professional shall also include applications for payment for any previously approved Additional or Extra Services the Professional has performed along with any Reimbursable Expenses incurred by the Professional. All applications for payment shall be itemized in detail and be supported by all related estimates, receipts, or invoices. Owner shall make payment to the Professional within thirty (30) days of receipt of the Professional's application for payment. Payments made by Owner shall not be construed as acceptance of defects in the Professional's Services.

1.6.2 All applications for payment by the Professional shall be submitted by the PRINCIPAL IN CHARGE identified in the Agreement.

1.6.3 The Professional shall keep full and detailed records and accounts related to its Services, expenses, payments, and reimbursements and exercise such controls as may be necessary for proper financial management under this Agreement. The accounting and control systems shall be satisfactory to the Owner. The Owner and the Owner's auditors shall, during regular business hours and upon reasonable notice, be afforded access to, and shall be permitted to audit and copy, the Professional's records and accounts, including complete documentation supporting accounting entries, books, correspondence, instructions, drawings, receipts, consultant agreements, invoices, purchase orders, vouchers, memoranda and other data relating to this Agreement. The Professional shall preserve these records for a period of three years after final payment, or for such longer period as may be required by law.

1.6.4 In the event that the Professional seeks to utilize drawings and/or specifications prepared under this Agreement for separate projects with Owner that are not covered by this Agreement, and understanding that such "duplicate work" requires primarily the modification of plot plans, foundations, service connections, incidental changes, supervision, and the like, then Owner will be entitled to credit toward the design costs for the other Project to the extent of such costs paid by Owner pursuant to this Agreement. Owner is not obligated to enter a new Agreement for duplicate work.

2. PROFESSIONAL'S RESPONSIBILITIES

2.1 The Professional shall provide professional services as set forth in this Agreement. The Professional represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

2.2 The Professional shall perform all Services consistent with the professional skill and care ordinarily provided by Professionals practicing in the same or similar locality under the same or similar circumstances. The Professional shall perform all Services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

2.3 The Professional shall be responsible for complying with all applicable laws, rules, regulations, codes, and industry standards in performing its Services under this Agreement.

2.4 The Professional shall identify a representative authorized to act on behalf of the Professional with respect to the Project. The Professional shall be bound by all acts, omissions, statements, and representations of its representative. The Owner shall have the right to approve or reject the Professional's authorized representative.

2.5 The Professional shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Professional's professional judgment with respect to the Project or otherwise.

2.6 The Professional shall assist the Owner with preparing and filing any documents required for the approval of governmental authorities having jurisdiction over the Project.

2.7 The Professional shall contact the appropriate government authorities required to approve the plans, specifications, and other construction or design documents, as well as the entities providing utility services to the Project. In designing the Project, the Professional shall respond to applicable design requirements imposed by such governmental

authorities and entities providing utility services. The Professional shall also assist the Owner in the preparation of applications to the U.S. Government or other granting agencies for construction, interest subsidy, or other forms of grants.

2.8 Time is of the essence of this Agreement. The Professional shall submit for the Owner's approval, an estimated Schedule of Performance of Services. The estimated Schedule of Performance shall specify the number days needed by the Professional to complete each phase of the Professional's Services and shall account for time needed by the Owner and/or a governing body to review any submission by the Professional. The Schedule of Performance may be modified as the Project proceeds but only with the Owner's written approval. This Schedule of Performance, when approved by Owner, shall not, except for reasonable cause, be exceeded by the Professional.

2.9 The Schedule of Performance shall designate the length of time in calendar days for completion of each phase of Services. The dates for receipt of phases shall be the date the documents are stamped into the Owner's office if they are in an approval condition. If submittals are rejected, then the clock will continue to run without charge for that time being reviewed by the Owner. The date for approval and beginning of the next phase shall be the date of receipt, by the Professional, of written approval from the Owner.

2.10 PROFESSIONAL'S INSURANCE AND INDEMNITY OBLIGATIONS

2.10.1 The Professional shall purchase and maintain with a company, or companies, licensed to do business in the State of Mississippi such insurance as will provide protection from claims resulting from errors and omissions, or negligent acts arising out of the performance of professional services and operations under this Agreement. The Professional shall maintain the following insurances, at a minimum, until termination of this Agreement:

.1 Commercial General Liability insurance with policy limits of not less than $1,000,000 for each occurrence and $2,000,000 in the aggregate for bodily injury and property damage.

.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Professional with policy limits of not less than $1,000,000 per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

.3 The Professional may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.10.1.1 and 2.10.2.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

.4 Workers' Compensation insurance at statutory minimum limits.

.5 Employers Liability insurance with policy limits not less than $1,000,000 each accident, $1,000,000 each employee, and $2,000,000 policy limit.

.6 Professional Liability insurance covering negligent acts, errors, and omissions in the performance of professional services with policy limits of not less than $1,000,000 per claim or occurrence and $2,000,000 in aggregate.

2.10.2 To the fullest extent permitted by law, the Professional shall cause the primary and excess or umbrella polices for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Professional's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations. Further, each of the Professional's insurance policies shall include waivers of subrogation in favor of the Owner.

2.10.3 The Professional shall provide Certificates of Insurance to the Owner that evidence compliance with the requirements in this Section 2.10 prior to beginning work or performing Services for the Project. The Certificate of Insurance shall contain a provision stating that the policy may not be canceled or not renewed without at least thirty (30) days prior written notice to the Owner. Failure to provide the Owner with a Certificate of Insurance reflecting all insurance coverages and requirements set forth in this Section 2.10 shall be a material breach of this Agreement.

2.10.4 If by the terms of this insurance any mandatory deductibles are required, or if the Professional should elect with the concurrence of the Owner, to increase the mandatory deductible amounts or purchase this insurance with voluntary deductible amounts, the Professional shall be responsible for payment of the amount of the deductible in the event a claim is paid. In the event of a claim against the policy, the Professional shall arrange for the restoration of the limit of liability so that full coverage is maintained at all times.

2.10.5 The Professional shall be fully responsible to the Owner for work performed by any employees, associates, and/or consultants. Errors and omissions insurance coverage for the total Project design, including that of all Associates and/or consultants, rests solely with the Professional. In the case of joint ventures, joint venture errors and omissions insurance coverage shall be required in accordance with the limits stated above.

2.10.6 The Professional shall defend, indemnify, and hold harmless the Owner and the Owner's agents and employees from and against all claims, damages, losses and expenses, including but not limited to attorneys' fees and litigation expenses, regardless of the nature or type of claim, which arise from or relate to the Professional's performance of Services under this Agreement, any acts or omissions of the Professional, or any alleged negligence of the Professional or the Professional's consultants, anyone directly or indirectly employed by them, or anyone for whose acts they or the Professional may be liable. This indemnification requirement shall survive the expiration or earlier termination of this Agreement.

3. BASIC SERVICES

The Professional's Basic Services are those described in this Article 3 and include all usual and customary civil, structural, mechanical, and electrical engineering services. The Professional shall manage all Services, consult with the Owner, research applicable design criteria, attend Project meetings, communicate with members of the Project team and report progress to the Owner. The Professional shall coordinate its Services with those being provided by the Owner or any separate consultants hired by the Owner.

3.1 SCOPE OF PROGRAM PHASE SERVICES

3.1.1 Professional shall meet with Owner to ascertain the general requirements for the Project and shall meet with the Project Program Committee (or other persons or groups of persons designated by Owner and/or Professional) to discuss, among other things, the scope of the Project, the functional and departmental objectives of the Project, and the relationship of the Project to other structures and facilities.. Professional shall advise Owner and the Project Program Committee (or other persons or groups of persons designated by Owner and/or Professional) as to cost of the Project and time requirements for planning and construction of the Project.

3.1.2 The Professional shall prepare and submit to the Owner a comprehensive written Project Program, which shall set forth the scope of the Project. The Program will include at a minimum the following elements:

.1 Goal: Design objectives, limitations, and criteria;
.2 Site: Site requirements and analysis including location, boundaries, topography, vegetation, utilities, climate, flooding, traffic, and priority;
.3 Equipment: Special equipment and systems;
.4 Energy: Energy considerations;
.5 Existing: Analysis of existing facilities(lift station sites);
.6 Concept: Summary of Project concept, scope and goal with priority list; and
.7 Budget: Total Project budget, with controlling input from Owner

3.1.3 The Professional shall submit to the Owner copies of the written Project Program.

3.1.4 The Professional shall show progress to date, confirm the remainder of the Schedule of Performance, and obtain the Owner's written approval for completing the Program Phase before proceeding with the Construction Phase Design.

3.4 SCOPE OF CONSTRUCTION DOCUMENT PHASE SERVICES

3.4.1 After obtaining the written approval of the Owner for the Design Development Phase, the Professional shall prepare and submit to the Owner copies of working drawings and specifications detailing and prescribing the work to be accomplished to construct the Project including materials; workmanship; finishes; mechanical and electrical systems;

special equipment; general, special, and supplementary conditions for the agreement between the Owner and the contractor; and any and all other information required for receiving bids on the Project and subsequent preparation of shop drawings and detail drawings.

3.4.2 Upon receipt of the review comments from the Owner, the Professional shall complete and finalize the Contract Documents to conform to the Owner's review comments. Professional shall furnish copies to the Owner of the final version of the Contract Documents prior to release of said documents for bids.

3.4.3 The Professional shall furnish and distribute complete sets of plans, specifications, and other Bidding Documents as are necessary for bidding purposes (the "Contract Documents"), including in electronic form if required. Any cost of printing and mailing these Contract Documents shall be paid by the Professional and reimbursed by the Owner, with cost approval by the Owner before printing is ordered. Reimbursement to the Professional by the Owner of printing costs is to assure that an adequate number of plans and specifications shall be available for bidding purposes and thereby resulting in the best possible competitive bids being received by the Owner for the Project. Costs of all plans and specifications, other than for bidding, required for the design process shall be at the expense of the Professional.

3.4.4 The Professional shall prepare and submit to the Owner a detailed Cost of Construction estimate demonstrating allocation of cost for various systems. The basis for the cost estimate shall be a quantity survey. The estimate shall show an escalation projected from the date of the estimate to the projected bid date.

3.4.5 The date for receipt of bids shall be established by the Owner.

3.4.6 The Professional agrees that approval of the Contract Documents, including drawings and specifications, by Owner or by any person, body, or agency shall not relieve Professional of the responsibility for the adequacy, fitness, suitability, correctness of design, and for designing all documents and completing all Services in accordance with sound and accepted engineering practices and in compliance with all prevailing building codes and federal and state laws and regulations, including but not limited to such codes and regulations set forth below in Section 6.4.

3.4.7 The Professional shall submit to the Owner complete Contract Documents in electronic format within time sufficient to distribute same for bids.

3.5 SCOPE OF BIDDING PHASE SERVICES

3.5.1 After obtaining the written approval of the Owner of the Construction Document Phase, the Professional shall assist the Owner in obtaining bids and preparing and awarding all construction contracts. The Professional shall provide other preconstruction and bidding phase services such as preconstruction estimates, constructability analyses, project scheduling, and identifying potential qualified subcontractors and materialmen, if necessary.

3.5.2 For project subject to competitive bidding laws, the professional shall assist the Owner in bidding the Project by: procuring the reproduction of Contract Documents for distribution to prospective bidders; distributing the Contract Documents to prospective bidders and maintaining a log of distribution; organizing and conducting a pre-bid conference for prospective bidders; preparing responses to questions from bidders and providing clarifications and interpretations of the Contract Documents in the form of addenda to the same; and organizing and conducting the opening of bids and documenting the bidding results.

3.5.2 The Professional shall attend the bid opening and furnish a suitably detailed tabulation sheet for recording the name of each Bidder, the Bidder's Certificate of Responsibility Number, Bid Security, Base Bid, Alternates, and remarks. The Professional shall furnish sufficient tabulation sheets for all in attendance. Immediately after receipt of bids, the Professional shall submit to the Owner a certified tabulation of all bids received, along with his recommendation as to Contract award.

3.5.3 The Professional, following the award of a Construction Contract, shall prepare and submit to the Owner, copies of updated Construction Documents (including plans and specifications). Each copy shall be marked OFFICIAL CONTRACT DOCUMENTS and shall include an executed bid proposal form, agreement form, contract bond, power of attorney, certificate of insurance, all bulletins, addenda, and supplemental drawings. One (1) copy shall be retained by the Owner; one (1) copy shall be for the Contractor. Any other contract document guidelines will be distributed by the Professional at the bid opening.

3.6 SCOPE OF CONSTRUCTION PHASE SERVICES

3.6.1 The Construction Phase begins with the award and the preparation of the construction contract(s). The Professional is responsible for keeping the Owner completely apprised of the Project during the Construction Phase. The Professional shall perform all services necessary to ensure the construction of the Project is moving forward in a timely and cost effective manner and in accordance with the Contract Documents. Those services shall include, but not be limited to, the following:

1. Sanitary sewer design
2. Lift Station Design
3. Plan and Profiles sheets of proposed design
4. Electrical Controls Design
5. Mechanical Pump Selection/Design (if required)
6. Erosion control Plan
7. Overall Utility Plan
8. Obtain necessary MDEQ Stormwater permits
9. Obtain necessary MDEQ sanitary sewer approvals (if required)
10. Construction Details
11. Technical Specifications
12. Provide necessary documentation for ARPA Reimbursement

3.6.2 The Professional shall conduct on-site inspections as necessary to guard against nonconformity of the construction work with the Contract Documents and to observe and report on compliance with agreed upon construction schedules. The Professional shall be responsible for ensuring all inspections are made as needed and during the critical phases of construction by the consultants and the Professional's firm. The Professional shall maintain a written log of all visits to the site by the Professional and/or any consultants identifying by name and title each attendee and a brief description explaining the nature of the site visit. On-site inspections shall be done by a Principal of the Professional's firm and/or of each consultant firm, or a qualified employee of each firm as approved by the Owner. The Professional shall not be responsible for construction means, methods, techniques, sequence of procedures, or the safety precautions and programs in connection with the work. The Professional has the authority to disapprove or reject work that, in its judgment, fails to conform to the Contract Documents. The Professional shall submit monthly written reports to Owner detailing progress and condition of construction of the Project.

3.6.3 As required by the Owner, or upon the written request of the Contractor, the Professional shall promptly respond to any request for information relating to interpretation of the Contract Documents to ensure proper and timely execution of the work and construction of the Project. The Professional shall be the interpreter of the requirements of the Contract Documents and judge of the performance thereunder of the Contractor. The Professional's responses to such requests for information shall be in writing and issued with reasonable promptness so as not to delay the Project.

3.6.4 The Professional shall prepare change Orders for the Owner's approval and execution in accordance with the Contract Documents. The Professional shall have authority to order minor changes in the work which do not involve an adjustment in the Contract Sum or an extension of the Contract Time and which are not inconsistent with the intent of the Contract Documents. The Professional shall not issue any verbal or written directives that materially change the Contract Documents until approved in writing by the Owner.

3.6.5 Upon receipt of an application for payment from the Contractor, the Professional shall determine and confirm the amount owed to the contractor based on the Professional's field inspections, evaluations of the contractor's applications for payment in relation to the most recent schedule of values, and any other information the Professional deems necessary. Based on the Professional's evaluation, the Professional shall recommend to the Owner an amount the Professional believes the contractor is owed and shall issue for the Owner's approval a certificate for payment in that amount. The Professional's recommendation or certification of payment shall constitute a representation on which the Owner is entitled to rely that the work has progressed to the point indicated; that, to the best of the Professional's knowledge, information and belief, the quality of the work is in accordance with the Contract Documents; and, that the Contractor is entitled to payment in the amount certified. The issuance of a certificate for payment will not be a representation that the Professional has made any examination relating to how the Contractor has used or applied previous payments from Owner other than to secure certification under oath that all materialmen, laborers, and subcontractors have been paid by the contractor.

3.6.6 The Professional shall conduct inspections to determine the date of Substantial Completion and the date of final completion; issue certificates of Substantial Completion; receive from contractor and forward to Owner all written

warranties and related documents required by the Contract Documents; and issue a final Certificate for Payment based upon a final inspection of the Project indicating that the Project was constructed in accordance with the requirements of the Contract Documents.

3.6.7 When the Professional is notified by the contractor that the work has been substantially completed and the Project is ready for inspection, the Professional and the Professional's consultants shall inspect the work. Based on this inspection, the Professional and consultants shall prepare lists of items needing correction, repair, or completion. When these items have been corrected by the contractor, the Professional and the Professional's consultants shall make a subsequent inspection to ensure all issues previously identified have been properly addressed. A representative for the Owner shall be present during this inspection. When all issues identified by the Professional and/or the Professional's consultants have been properly addressed, the Professional shall certify to the Owner that, to the best of the Professionals' knowledge, the Project has been fully completed in compliance with the Contract Documents. It is the responsibility of the Professional to have a representative(s) from each of its consultants present for all inspections.

3.6.8 Upon completion of the Project, the Professional shall deliver to the Owner two sets of revised Contract Documents which reflect the as-built condition of the Project. Such as-built documents shall reflect all changes caused by addenda, field changes, change orders, and observed changes by the Professional, contractor, or subcontractors. Additionally, the Professional shall submit two electronic format copies of the as-built Contract Documents in both PDF and CAD format. The Professional shall also deliver to the Owner the Manufacturer's data for the roof materials used, the Manufacturer's Guarantee, and the Roofing Contractor's Guarantee. The Professional shall deliver to the Owner all certificates, data, manuals, warranties, and/or guarantees relating to the Project.

3.6.9 The Professional shall forward to the Owner the following information received from the contractor: consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment to the contractor; affidavits, receipts, releases, and waivers of liens or bonds indemnifying Owner against lines and claims; and any other documentation required of the contractor under the Contract Documents.

3.6.10 During the warranty period of the construction contract(s), the Professional shall work with a representative of the Owner to secure remediation of any defects that are discovered. The Professional shall make, with a representative of the Owner present, a warranty inspection of the Project prior to the expiration of any warranty periods and report observed defects to the Owner and the contractor for correction. The Professional shall be responsible for coordinating all work necessary to repair, correct, or complete defects in the construction, and the Professional shall be responsible to prepare and issue any paper work necessary to effect such repair, regardless of whether such constitutes a change.

3.6.11 The Construction Phase shall terminate upon expiration of the Warranty period or settlement of all Warranty claims, whichever occurs last.

4. PAYMENT TO THE PROFESSIONAL FOR BASIC SERVICES

4.1 PAYMENTS FOR BASIC FEE

4.1.1 Upon completion of the Program Phases and written approval of the Owner and any governing authority or board, the Professional will submit invoices based on hours expended on a monthly basis.

4.1.2 Upon completion of the Construction Document Phase and written approval of the Owner and any governing authority or board, the Professional will submit invoices based on hours expended on a monthly basis.

4.1.4 Upon completion of the Bidding Phase, written approval of the Owner and any governing authority or board, and receipt of a construction contract executed by the contractor, the Professional shall be will submit invoices based on hours expended on a monthly basis.

4.1.5 During the Construction Phase, written approval of the Owner and any governing authority or board, the Professional shall be will submit invoices based on hours expended on a monthly basis.

4.1.6 The Owner reserves the right to determine when and who provides the Professional service items needed for this Project. Any pay request submitted by the Professional which contains service items not authorized by the Owner to be performed by the Professional may be disapproved in part, or total.

4.1.7 No delay in payment to the Professional, whether under section 5 of this Agreement or otherwise, shall entitle the Professional to terminate or suspend its Services.

5. PROFESSIONAL CONSULTING SERVICES AND CODES

5.1 PROFESSIONAL CONSULTING SERVICES

5.1.1 If the Professional, who is a party to this Agreement, is retained for the primary purpose of rendering design services, he hereby agrees that all plans, specifications, detail drawings, and miscellaneous services required for engineering work pertaining to heating, ventilation, refrigeration, electrical, mechanical, or structural work shall be performed by a registered engineer in his own organization or he agrees to employ, without additional cost to the Owner and subject to the approval of the Owner, the services of a registered engineer regularly engaged in the work. Drawings prepared shall bear the stamp of the responsible registered professional. The Professional shall enter into Contract agreements with such registered professional with contracts binding them to terms and responsibilities substantially set forth herein regarding design and inspection services.

5.1.2 If the Professional, who is a party to this Agreement, is retained for the primary purpose of rendering engineering services, he hereby agrees that all plans, specifications, detail drawings, and miscellaneous services required for engineering work pertaining to heating, ventilation, refrigeration, electrical, mechanical, or structural work shall be performed by a registered engineer in his own organization or he agrees to employ, without additional cost to the Owner and subject to the approval of the Owner, the services of a registered engineer regularly engaged in the work. Drawings prepared above shall bear the stamp of the responsible registered professional. The Professional shall enter into contract agreements with such registered professional with contracts binding them to terms and responsibilities substantially set forth herein regarding design and inspection services.

5.2 CODES AND REGULATIONS

5.2.1 The Professional shall prepare all Contract Documents, including drawings and specifications, in full conformance and compliance with all applicable codes and regulations, including but not limited to the following specific codes and regulations. The Professional shall reference the versions of the below codes and regulations that are current and in effect as of the date of this Agreement and all subsequent amendments to the same, unless a different and specific edition is expressly noted in the Contract Documents. In the event of any discrepancy or ambiguity, the Professional must comply with, and will be held to, the adopted and applicable codes of the local jurisdiction.

1. International Building Code
2. International Existing Building Code
3. International Plumbing Code
4. International Mechanical Code
5. International Fuel Gas Code
6. International Electrical Code
7. International Fire Code

6. OWNER'S RESPONSIBILITIES

6.1 Before the Professional begins its work on the Project, the Owner shall provide the Professional with the Owner's Budget, which shall state all funds available to the Owner for completion of the Project. The Owner's Budget may be revised from time to time in the Owner's sole discretion.

6.2 Unless otherwise provided for under this Agreement, the Owner shall provide information relating to the Project to the Professional in a timely manner when requested by the Professional.

6.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project.

7. OWNERSHIP OF DOCUMENTS

7.1 The Professional's instruments of service, including all contract documents and drawings and specifications, shall be the Owner's property upon payment of the Professional's fees through the latest completed phase. The Owner shall have full and unrestricted use of such instruments of service. The Professional shall not be entitled to re-use or recycle any of the instruments of service without the prior written permission of the Owner. The Professional shall furnish

permanent reproducible transparencies at the Owner's request and the Owner shall reimburse Professional for the actual cost. Original tracings and specifications shall remain in the Professional's custody until the Owner requests delivery.

7.2 The Owner shall have full and unrestricted use of the instruments of service, including all contract documents and drawings and specifications drawings and specifications, for use on any future Project without further compensation due to the Professional.

8. APPLICABLE LAW AND DISPUTE RESOLUTION

8.1 This Agreement shall be governed exclusively by the laws of the State of Mississippi, regardless of any choice of law provisions that might otherwise be applicable.

8.2 The parties shall attempt to resolve any dispute that arises out of or is related to this Agreement by first submitting the dispute to mediation. Any mediation will be conducted by one mediator selected by the Owner and will only be conducted in Harrison County, Mississippi or such other place selected by the Owner. If the parties do not resolve any such dispute through mediation, the parties shall resolve the dispute by litigation.

8.3 The courts of Harrison County, Mississippi shall be the sole and exclusive jurisdiction and venue for any civil action related to this Agreement. Each party irrevocably consents to jurisdiction in said courts and waives any argument that such courts are not a convenient forum or that venue is not proper in Harrison County.

8.4 If the Owner in good faith believes that any claim, dispute, or matter in controversy with the Professional also involves rights or liabilities of the contractor, or other third party, then, at the Owner's sole election, the Professional agrees to resolve such issues in the same forum or proceeding, including court or administrative authority, which has jurisdiction over some or all claims, disputes, and matters in controversy involving the Contractor, or other third party so as to promote economy and avoid inconsistent results.

8.5 No claim, dispute, or matter in controversy or question shall interfere with the progress of the Professional's Services, and the Professional shall proceed diligently with performance of its Services, notwithstanding the existence of any claim, dispute, or matter in controversy or question.

9. TERMINATION

9.1 The Owner may terminate this Agreement for cause should the Professional fail to timely perform its Services or fail to satisfy any of the terms or conditions of this Agreement, as determined in the Owner's sole discretion, within three calendar days after receipt of the Owner's notice of deficiency. In the event of such termination for cause, the Professional shall be responsible for all costs, fees, and expenses, including reasonable attorneys' fees, incurred by the Owner to remedy the deficiencies caused or created by the Professional or to otherwise complete the Professional's Services under this Agreement. Upon such termination, the Professional shall only be entitled to receive as payment any outstanding balance due by the Owner to the Professional for satisfactory Services that the Professional completed as part of the last approved design phase, but only to the extent that such payment exceeds all costs, fees, and expenses incurred by the Owner in connection with correction or completion of the Professional's Services or termination of the Professional. At the option of the Owner, all finished or unfinished instruments of service prepared by the Professional shall be the property of the Owner.

9.2 Notwithstanding anything to the contrary in this Agreement and in addition to the Owner's right to terminate this Agreement for cause, breach or default, the Owner may also suspend the Professional's Services or terminate all or any part of this Agreement, without cause, regardless of fault or the lack thereof by any party, for its sole convenience, or for any reason or no reason whatsoever. Upon such no-fault termination, the Professional shall be entitled only to payment for Services satisfactorily completed up to the date of termination. The Professional shall not be entitled to any payment, compensation, or damages, including but not limited to lost profits or other theory of recovery, with respect to Services not performed or not accepted.

9.3 If the Owner terminates the Agreement for default or breach but it is determined, for any reason, that sufficient grounds did not exist for terminating the Agreement, the Professional shall, as its sole and exclusive remedy, be entitled only to the amount due under the Agreement as if the termination were for no fault. Regardless of whether termination is for default or no fault, the Professional shall not be entitled to any payment in excess of the reasonable value or actual cost of work actually performed by the Professional in strict accordance with the Agreement, less offsets and other amounts due the Owner under this Agreement.

9.4 The Professional shall, in no event, be entitled to special, consequential, exemplary, or punitive damages because of the Owner's termination of this Agreement, the Owner's alleged breach or default under this Agreement, or any other act or omission of the Owner.

10. MISCELLANEOUS

10.1 Any notice to the Professional may be given in writing by United States Mail, fax, email, or verbally in person. Notice by mail shall be considered as given and effective when addressed to the last-known address of the Professional and deposited in the United States Mail, and shall be effective for all purposes as of the time of such deposit, whether actually received or not. Notice by any other means shall be effective when sent by the Owner to the Professional. Any notice to the Owner shall be in writing and sent to the Owner by certified or registered mail, return receipt requested, to Owner's office of general counsel.

10.2 The Professional shall not assign its rights nor delegate its obligations under this Agreement without first obtaining the written consent and approval of the Owner. The Professional shall not assign any amounts due or to become due under this subcontract without written consent from the Owner.

10.3 The parties intend as follows: (a) that if any provision of this Agreement is held to be unenforceable, then that provision will be modified to the minimum extent necessary to make it enforceable, unless that modification is not permitted by law, in which case that provision will be disregarded; (b) that if an unenforceable provision is modified or disregarded in accordance with this section, then the rest of this Agreement will remain in effect as written; and (c) that any unenforceable provision will remain as written in any circumstances other than those in which the provision is held to be unenforceable.

10.4 If a party desires to waive any right under this Agreement, it may only do so by signing a writing specifying the right waived. Any such waiver will be binding only for the limited purpose for which the written waiver was given.

10.5 Under no circumstances shall the Professional be entitled to receive consequential damages or lost profits from the Owner, regardless of the nature or type of breach or claim made by the Professional.

10.6 This Agreement constitutes the entire understanding between the parties with respect to its subject matter and supersedes all other agreements, whether written or oral. This Agreement may not be amended except in writing signed by both parties. All proposals, negotiations, and representations with respect to this Agreement, whether oral or written, are hereby superseded and merged into this Agreement. This Agreement cannot be changed, modified, altered, suspended, or terminated, except in writing signed by an authorized representative of the Owner. No delay, waiver, forbearance, or failure by the Owner to exercise rights or remedies under this Agreement or to insist upon strict compliance by the Professional shall prevent the Owner from strictly enforcing any of the provisions of this Agreement, nor shall relieve the Professional from strict compliance with all terms and conditions hereof nor shall waive, restrict, or adversely affect any of the Owner's rights and remedies as to any subsequent or continuing failure of the Professional to comply strictly with all terms and conditions of this Agreement. The invalidity or unenforceability of any term or condition of this Agreement shall not invalidate, render unenforceable, or adversely affect the remaining terms and conditions. This Agreement shall be binding upon the successors in interest of the parties hereto, but nothing in this Agreement is intended nor shall be construed to create any rights for or to benefit any third parties. Both parties have had the opportunity to review with their respective legal counsel and technical advisors this Agreement, and both parties therefore stipulate that this Agreement shall be given effect and shall not be subject to the rule of construction of being construed against the drafting party.

END OF DOCUMENT

Applicant: City of Gulfport/ MCWI 154-2-CW-5.5 (CA Phase)
FIPS #
PW #
Declaration Number:

Based on 2007 Public Assistance PA Guide - FEMA 322

NOTE: Enter Construction Costs in Yellow Shaded Cell, below

Construction Estimate:

$6,600,000.00

Curve A Percentage		**Curve A $ Amount**
3.00%		$198,000.00
Curve B Percentage		**Curve B $ Amount**
3.00%		$198,000.00

NOTE:
Range is limited to:
more than $10,000.00
and less than $100,000,000.00

Applicant: City of Gulfport/ MCWI 154-2-CW-5.5 (Design Phase)
FIPS #
PW #
Declaration Number:

Based on 2007 Public Assistance PA Guide - FEMA 322

NOTE: Enter Construction Costs in Yellow Shaded Cell, below

Construction Estimate:

$6,600,000.00

Curve A Percentage		**Curve A $ Amount**
8.80%		$580,932.00
Curve B Percentage		**Curve B $ Amount**
8.60%		$567,864.00

NOTE:
Range is limited to:
more than $10,000.00
and less than $100,000,000.00

STANDARD FORM OF AGREEMENT BETWEEN
THE OWNER AND THE DESIGN PROFESSIONAL

This Agreement for professional design engineering services (the "Agreement") is entered into and made effective this, the 30th day of January, 2024, by and between City of Gulfport ("Owner") and the Design Professional identified below ("Professional").

OWNER: City of Gulfport
P.O. Box 1780
Gulfport, MS 39502

PROFESSIONAL:

Business Name _Machado | Patano, PLLC dba MP Design Group_____
Mailing Address _918 Howard Avenue, Suite F, Biloxi, MS 39530_____
City/State/Zip_Biloxi, MS 39530_____
Email Address_gkilpatrick@mpdesigngroup.us_____Phone:__(228)388-1950_____

The Professional is a *(Check and complete one of the following)*:

(X) CORPORATION (includes PA, LLC, or PLLC) solely organized and existing under the laws of the State of _Mississippi_____and having its principal office in ___Biloxi_____Harrison_____MS
(City) (County) (State)

( ) PARTNERSHIP of the following (*List all partners or joint venture partners*):_____

( ) SOLE PROPRIETORSHIP ( ) OTHER _____

The Professional shall provide services for the following Project: **CITY OF GULPFORT CITY WIDE LIFT STATION REHABILITATION PROJECT, MCWI 154-2-CW-5.5** (the "Project").

The Owner's total budget for construction of the Project, including all related costs and expenses, is limited to and shall not exceed $6,613,773.92 (Six Million, Six Hundred Thirteen Thousand, Seven Hundred Seventy Three dollars, and ninety two cents) unless otherwise provided for in writing by the Owner.

The Professional warrants and represents that it is authorized to do business in Mississippi and that it holds a valid license from the governing Mississippi authority or agency, with its license number being MS-16559 Gerrod W. Kilpatrick, P.E.); E-1077 (Machado | Patano, PLLC).

[SIGNATURES TO FOLLOW]

PROFESSIONAL: MACHADO | PATANO, PLLC dba MP DESIGN GROUP



By: _____ January 24,2024
(Signature) (Date)

Gerrod W. Kilpatrick, PE – Principal in Charge
(Name and Title)

OWNER: CITY OF GULFPORT

By: _____ _____
(Signature) (Date)

Billy Hewes– Mayor
(Name and Title)

For and in consideration of the covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Owner and Professional agree as follows and specifically set forth in Articles 1 through 10 below:

1. PROFESSIONAL'S SERVICES AND COMPENSATION

For the scope of this engagement, the Professional's Services shall be classified as: (1) Basic; (2) Additional; or (3) Extra (the "Services"). The Professional's engagement may include one or more of the Services depending upon the needs of the Project. The Professional's compensation for its work on the Project is calculated based upon the type of Services the Professional is engaged to perform. The Professional's fee is calculated differently for each type of Service. The Professional may also be entitled to reimbursement for actual costs incurred as a result of performing certain enumerated Project-related activities ("Reimbursable Expenses").

1.1 BASIC SERVICES

1.1.1 The Professional's Basic Services on the Project shall consist of Program Phase Services, Construction Document Services, Bidding Phase Services, and Construction Phase Services, and MCWI/ARPA Program Requirements. The scope of the Basic Services is explained in further detail in Article 3.

1.1.2 The Professional's compensation for Basic Services shall be an hourly not to exceed fee of **$778,932.00** that will be billed per the approved City of Gulfport hourly rate sheet. The not to exceed fee is based of the FEMA Curve A requirements (attached) for a construction value of $6,600,000. This fee includes both the design phase and the construction administration phase. Cost of Construction shall be the total cost to the Owner to construct all elements of the Project as designed and specified by the Professional, as set forth in the plans, specifications, and other contract documents, and as approved by the Owner. In no event shall the Professional's Fee for its Basic Services be calculated using a Cost of Construction exceeding the Owner's Budget as defined in Article 1.5. The Professional shall be compensated for its Basic Services in accordance with the provisions of Article 4 below.

1.1.3 Any consultants retained or otherwise employed by the Professional must be approved by the Owner. The Professional shall not employ or otherwise retain consulting Professionals with proprietary interests. The Professional agrees to employ any consultants needed for complete services, including inspection.

1.1.4 All consultants hired by the Professional shall be required to obtain the same levels and amounts of insurance for protection of the Owner and the Project that the Professional is required to obtain pursuant to Article 2.10 of this Agreement.

1.1.5 The Professional shall be responsible for all applicable taxes and shall not receive any extra or increase payment from the Owner for such taxes.

1.2 ADDITIONAL SERVICES

1.2.1 Additional Services are Services the Owner may elect for the Professional to perform. Additional Services performed by the Professional shall be billed to the Owner on a lump sum basis. Additional Services performed by a third party engaged by the Professional shall be billed to the Owner at the actual cost incurred by the Professional for the third-party service plus an amount equal to **10.0%** (ten percent) of the cost incurred. Prior to performing any Additional Service, the Professional shall provide the Owner with a detailed cost estimate of the Additional Service. If the Owner is dissatisfied with the proposed cost, the Professional shall obtain additional estimates. Additional Services shall only be performed with the Owner's prior written approval. In no event shall the Owner be responsible for Additional Services where the Owner's prior written approval was not first obtained.

1.2.2 The Owner shall make payments to Professional for any Additional Services upon completion of the same and Owner's approval of the same. Partial payments may be made upon written request by Professional and Owner's approval.

1.3 EXTRA SERVICES

1.3.1 During the course of its engagement, the Professional may be required to perform Extra Services as defined as follows:

.1 Services necessitated by a change in material information supplied by the Owner, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of Construction, or procurement or delivery method;

.2 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;

.3 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;

.4 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner-authorized recipients;

.5 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;

.6 Preparation for, and attendance at, a public presentation, meeting, or hearing;

.7 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Engineer is party thereto; or

.8 Evaluation of the qualifications of entities providing bids or proposals.

1.3.2 Prior to performing any Extra Service, the Professional shall notify the Owner in writing of the circumstance creating the need for the Extra Service, the proposed scope of the Extra Service, and an estimate of the cost to the Owner for proposed Extra Service. Extra Services shall only be performed with the Owner's prior written approval. In no event shall the Owner be responsible for Extra Services where the Owner's prior written approval was not first obtained.

1.3.3 Except for Extra Services required due to the fault of the Professional, the Professional shall be compensated on an hourly basis as follows:

.1 The Professional's Principals' hourly rate shall be $194.00 per hour.

1.3.4 For purposes of this Agreement, the Professional's "principals" include the following individuals:

Gerrod W. Kilpatric, PE, David J. Machado, PE; Bradley P. Patano, PE, and Bradford A. Jones, AIA

1.3.5 For purposes of this Agreement, "Employees" are defined as anyone employed by the Professional but not identified as a Principal, including, but not limited to architects, engineers, professionals, draftsmen, specification writers, inspectors, and secretaries in consultation, research, design, production of the Instruments of Service and other documents pertaining to the Project and inspection of construction of the Project.

1.4 REIMBURSABLE EXPENSES

1.4.1 Reimbursable Expenses are in addition to compensation for Basic, Additional, and Extra Services and include expenses incurred by the Professional directly related to the Project. The Professional may be entitled to reimbursement for the following Project-related expenses:

.1 Permit fees and other fees required by authorities having jurisdiction over the Project;

~~.2 Printing, reproductions, plots, and standard form documents;~~

~~.3 Postage, handling, and delivery;~~

~~.4 Expense of overtime work requiring higher than regular rates, if authorized in advance in writing by the Owner; and~~

.5 Additional renderings, physical models, mock-ups, professional photography, and presentation materials requested by Owner or required for the Project.

1.4.2 The Professional shall not be reimbursed for any traveling or living expenses incurred personally, by associates, employees, or consultants.

1.4.3 The Professional shall be entitled only to reimbursement of actual expenses incurred by the Professional with no markup or fee.

1.4.4 All requests for reimbursement must be received with or before the Professional's final request for payment. Payment of the Professional's retainage as indicated below constitutes waiver by the Professional of any past, present, or future claims for reimbursement or other amounts.

1.5 THE OWNER'S BUDGET

1.5.1 Before the Professional begins its work on the Project, the Owner shall provide the Professional with a budget of all funds available to the Owner for completion of the Project (the "Owner's Budget"), which includes the contract(s) for construction, all fees, special consultants and contracts, advertising costs, code compliance expenses, a reasonable contingency, and any other expenses necessary to complete the Project and deliver a useful facility. The Owner's Budget may be revised from time to time in writing by the Owner and in the Owner's sole discretion. As stated above, the Owner's Budget for construction of the Project, including all related costs and expenses, is limited to and shall not exceed $6,600,000, unless otherwise provided for in writing by the Owner.

1.5.2 As stated below, the Professional shall submit estimates for the Cost of Construction to the Owner in the course of performing its Basic Services. In the event the Professional submits an estimate of the Cost of Construction exceeding the Owner's Budget, the Professional shall also submit a detailed written report, at no additional cost to the Owner, explaining why the Professional's estimate exceeded the Owner's Budget and what steps are needed to bring the Professional's estimate within the Owner's Budget.

1.5.3 If after the Bidding Phase, the Owner determines that the Project cannot be constructed within the Owner's Budget, the Owner may authorize the Professional to either:

.1 Revise the Contract Documents (including the plans and specifications) and rebid; or
.2 Modify the Program, adjust the Project scope, and/or revise the Contract Documents, and rebid.

1.5.4 If at any time, it is determined by the Owner, in the Owner's sole discretion, that the Project cannot be constructed and completed within the Owner's Budget, the Owner may terminate this Agreement for convenience pursuant

to Article 9, and the Owner shall not be obligated to the Professional for any part of the Professional's fees or payments beyond the last Owner-approved phase.

1.6 PAYMENT

1.6.1 The Professional shall submit applications for payment for its Basic Services in accordance with Article 4. At the time the Professional submits its applications for payment for its Basic Services, the Professional shall also include applications for payment for any previously approved Additional or Extra Services the Professional has performed along with any Reimbursable Expenses incurred by the Professional. All applications for payment shall be itemized in detail and be supported by all related estimates, receipts, or invoices. Owner shall make payment to the Professional within thirty (30) days of receipt of the Professional's application for payment. Payments made by Owner shall not be construed as acceptance of defects in the Professional's Services.

1.6.2 All applications for payment by the Professional shall be submitted by the PRINCIPAL IN CHARGE identified in the Agreement.

1.6.3 The Professional shall keep full and detailed records and accounts related to its Services, expenses, payments, and reimbursements and exercise such controls as may be necessary for proper financial management under this Agreement. The accounting and control systems shall be satisfactory to the Owner. The Owner and the Owner's auditors shall, during regular business hours and upon reasonable notice, be afforded access to, and shall be permitted to audit and copy, the Professional's records and accounts, including complete documentation supporting accounting entries, books, correspondence, instructions, drawings, receipts, consultant agreements, invoices, purchase orders, vouchers, memoranda and other data relating to this Agreement. The Professional shall preserve these records for a period of three years after final payment, or for such longer period as may be required by law.

1.6.4 In the event that the Professional seeks to utilize drawings and/or specifications prepared under this Agreement for separate projects with Owner that are not covered by this Agreement, and understanding that such "duplicate work" requires primarily the modification of plot plans, foundations, service connections, incidental changes, supervision, and the like, then Owner will be entitled to credit toward the design costs for the other Project to the extent of such costs paid by Owner pursuant to this Agreement. Owner is not obligated to enter a new Agreement for duplicate work.

2. PROFESSIONAL'S RESPONSIBILITIES

2.1 The Professional shall provide professional services as set forth in this Agreement. The Professional represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

2.2 The Professional shall perform all Services consistent with the professional skill and care ordinarily provided by Professionals practicing in the same or similar locality under the same or similar circumstances. The Professional shall perform all Services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

2.3 The Professional shall be responsible for complying with all applicable laws, rules, regulations, codes, and industry standards in performing its Services under this Agreement.

2.4 The Professional shall identify a representative authorized to act on behalf of the Professional with respect to the Project. The Professional shall be bound by all acts, omissions, statements, and representations of its representative. The Owner shall have the right to approve or reject the Professional's authorized representative.

2.5 The Professional shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Professional's professional judgment with respect to the Project or otherwise.

2.6 The Professional shall assist the Owner with preparing and filing any documents required for the approval of governmental authorities having jurisdiction over the Project.

2.7 The Professional shall contact the appropriate government authorities required to approve the plans, specifications, and other construction or design documents, as well as the entities providing utility services to the Project. In designing the Project, the Professional shall respond to applicable design requirements imposed by such governmental

authorities and entities providing utility services. The Professional shall also assist the Owner in the preparation of applications to the U.S. Government or other granting agencies for construction, interest subsidy, or other forms of grants.

2.8 Time is of the essence of this Agreement. The Professional shall submit for the Owner's approval, an estimated Schedule of Performance of Services. The estimated Schedule of Performance shall specify the number days needed by the Professional to complete each phase of the Professional's Services and shall account for time needed by the Owner and/or a governing body to review any submission by the Professional. The Schedule of Performance may be modified as the Project proceeds but only with the Owner's written approval. This Schedule of Performance, when approved by Owner, shall not, except for reasonable cause, be exceeded by the Professional.

2.9 The Schedule of Performance shall designate the length of time in calendar days for completion of each phase of Services. The dates for receipt of phases shall be the date the documents are stamped into the Owner's office if they are in an approval condition. If submittals are rejected, then the clock will continue to run without charge for that time being reviewed by the Owner. The date for approval and beginning of the next phase shall be the date of receipt, by the Professional, of written approval from the Owner.

2.10 PROFESSIONAL'S INSURANCE AND INDEMNITY OBLIGATIONS

2.10.1 The Professional shall purchase and maintain with a company, or companies, licensed to do business in the State of Mississippi such insurance as will provide protection from claims resulting from errors and omissions, or negligent acts arising out of the performance of professional services and operations under this Agreement. The Professional shall maintain the following insurances, at a minimum, until termination of this Agreement:

.1 Commercial General Liability insurance with policy limits of not less than $1,000,000 for each occurrence and $2,000,000 in the aggregate for bodily injury and property damage.

.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Professional with policy limits of not less than $1,000,000 per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

.3 The Professional may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.10.1.1 and 2.10.2.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

.4 Workers' Compensation insurance at statutory minimum limits.

.5 Employers Liability insurance with policy limits not less than $1,000,000 each accident, $1,000,000 each employee, and $2,000,000 policy limit.

.6 Professional Liability insurance covering negligent acts, errors, and omissions in the performance of professional services with policy limits of not less than $1,000,000 per claim or occurrence and $2,000,000 in aggregate.

2.10.2 To the fullest extent permitted by law, the Professional shall cause the primary and excess or umbrella polices for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Professional's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations. Further, each of the Professional's insurance policies shall include waivers of subrogation in favor of the Owner.

2.10.3 The Professional shall provide Certificates of Insurance to the Owner that evidence compliance with the requirements in this Section 2.10 prior to beginning work or performing Services for the Project. The Certificate of Insurance shall contain a provision stating that the policy may not be canceled or not renewed without at least thirty (30) days prior written notice to the Owner. Failure to provide the Owner with a Certificate of Insurance reflecting all insurance coverages and requirements set forth in this Section 2.10 shall be a material breach of this Agreement.

2.10.4 If by the terms of this insurance any mandatory deductibles are required, or if the Professional should elect with the concurrence of the Owner, to increase the mandatory deductible amounts or purchase this insurance with voluntary deductible amounts, the Professional shall be responsible for payment of the amount of the deductible in the event a claim is paid. In the event of a claim against the policy, the Professional shall arrange for the restoration of the limit of liability so that full coverage is maintained at all times.

2.10.5 The Professional shall be fully responsible to the Owner for work performed by any employees, associates, and/or consultants. Errors and omissions insurance coverage for the total Project design, including that of all Associates and/or consultants, rests solely with the Professional. In the case of joint ventures, joint venture errors and omissions insurance coverage shall be required in accordance with the limits stated above.

2.10.6 The Professional shall defend, indemnify, and hold harmless the Owner and the Owner's agents and employees from and against all claims, damages, losses and expenses, including but not limited to attorneys' fees and litigation expenses, regardless of the nature or type of claim, which arise from or relate to the Professional's performance of Services under this Agreement, any acts or omissions of the Professional, or any alleged negligence of the Professional or the Professional's consultants, anyone directly or indirectly employed by them, or anyone for whose acts they or the Professional may be liable. This indemnification requirement shall survive the expiration or earlier termination of this Agreement.

3. BASIC SERVICES

The Professional's Basic Services are those described in this Article 3 and include all usual and customary civil, structural, mechanical, and electrical engineering services. The Professional shall manage all Services, consult with the Owner, research applicable design criteria, attend Project meetings, communicate with members of the Project team and report progress to the Owner. The Professional shall coordinate its Services with those being provided by the Owner or any separate consultants hired by the Owner.

3.1 SCOPE OF PROGRAM PHASE SERVICES

3.1.1 Professional shall meet with Owner to ascertain the general requirements for the Project and shall meet with the Project Program Committee (or other persons or groups of persons designated by Owner and/or Professional) to discuss, among other things, the scope of the Project, the functional and departmental objectives of the Project, and the relationship of the Project to other structures and facilities.. Professional shall advise Owner and the Project Program Committee (or other persons or groups of persons designated by Owner and/or Professional) as to cost of the Project and time requirements for planning and construction of the Project.

3.1.2 The Professional shall prepare and submit to the Owner a comprehensive written Project Program, which shall set forth the scope of the Project. The Program will include at a minimum the following elements:

.1 Goal: Design objectives, limitations, and criteria;
.2 Site: Site requirements and analysis including location, boundaries, topography, vegetation, utilities, climate, flooding, traffic, and priority;
.3 Equipment: Special equipment and systems;
.4 Energy: Energy considerations;
.5 Existing: Analysis of existing facilities(lift station sites);
.6 Concept: Summary of Project concept, scope and goal with priority list; and
.7 Budget: Total Project budget, with controlling input from Owner

3.1.3 The Professional shall submit to the Owner copies of the written Project Program.

3.1.4 The Professional shall show progress to date, confirm the remainder of the Schedule of Performance, and obtain the Owner's written approval for completing the Program Phase before proceeding with the Construction Phase Design.

3.4 SCOPE OF CONSTRUCTION DOCUMENT PHASE SERVICES

3.4.1 After obtaining the written approval of the Owner for the Design Development Phase, the Professional shall prepare and submit to the Owner copies of working drawings and specifications detailing and prescribing the work to be accomplished to construct the Project including materials; workmanship; finishes; mechanical and electrical systems;

special equipment; general, special, and supplementary conditions for the agreement between the Owner and the contractor; and any and all other information required for receiving bids on the Project and subsequent preparation of shop drawings and detail drawings.

3.4.2 Upon receipt of the review comments from the Owner, the Professional shall complete and finalize the Contract Documents to conform to the Owner's review comments. Professional shall furnish copies to the Owner of the final version of the Contract Documents prior to release of said documents for bids.

3.4.3 The Professional shall furnish and distribute complete sets of plans, specifications, and other Bidding Documents as are necessary for bidding purposes (the "Contract Documents"), including in electronic form if required. Any cost of printing and mailing these Contract Documents shall be paid by the Professional and reimbursed by the Owner, with cost approval by the Owner before printing is ordered. Reimbursement to the Professional by the Owner of printing costs is to assure that an adequate number of plans and specifications shall be available for bidding purposes and thereby resulting in the best possible competitive bids being received by the Owner for the Project. Costs of all plans and specifications, other than for bidding, required for the design process shall be at the expense of the Professional.

3.4.4 The Professional shall prepare and submit to the Owner a detailed Cost of Construction estimate demonstrating allocation of cost for various systems. The basis for the cost estimate shall be a quantity survey. The estimate shall show an escalation projected from the date of the estimate to the projected bid date.

3.4.5 The date for receipt of bids shall be established by the Owner.

3.4.6 The Professional agrees that approval of the Contract Documents, including drawings and specifications, by Owner or by any person, body, or agency shall not relieve Professional of the responsibility for the adequacy, fitness, suitability, correctness of design, and for designing all documents and completing all Services in accordance with sound and accepted engineering practices and in compliance with all prevailing building codes and federal and state laws and regulations, including but not limited to such codes and regulations set forth below in Section 6.4.

3.4.7 The Professional shall submit to the Owner complete Contract Documents in electronic format within time sufficient to distribute same for bids.

3.5 SCOPE OF BIDDING PHASE SERVICES

3.5.1 After obtaining the written approval of the Owner of the Construction Document Phase, the Professional shall assist the Owner in obtaining bids and preparing and awarding all construction contracts. The Professional shall provide other preconstruction and bidding phase services such as preconstruction estimates, constructability analyses, project scheduling, and identifying potential qualified subcontractors and materialmen, if necessary.

3.5.2 For project subject to competitive bidding laws, the professional shall assist the Owner in bidding the Project by: procuring the reproduction of Contract Documents for distribution to prospective bidders; distributing the Contract Documents to prospective bidders and maintaining a log of distribution; organizing and conducting a pre-bid conference for prospective bidders; preparing responses to questions from bidders and providing clarifications and interpretations of the Contract Documents in the form of addenda to the same; and organizing and conducting the opening of bids and documenting the bidding results.

3.5.2 The Professional shall attend the bid opening and furnish a suitably detailed tabulation sheet for recording the name of each Bidder, the Bidder's Certificate of Responsibility Number, Bid Security, Base Bid, Alternates, and remarks. The Professional shall furnish sufficient tabulation sheets for all in attendance. Immediately after receipt of bids, the Professional shall submit to the Owner a certified tabulation of all bids received, along with his recommendation as to Contract award.

3.5.3 The Professional, following the award of a Construction Contract, shall prepare and submit to the Owner, copies of updated Construction Documents (including plans and specifications). Each copy shall be marked OFFICIAL CONTRACT DOCUMENTS and shall include an executed bid proposal form, agreement form, contract bond, power of attorney, certificate of insurance, all bulletins, addenda, and supplemental drawings. One (1) copy shall be retained by the Owner; one (1) copy shall be for the Contractor. Any other contract document guidelines will be distributed by the Professional at the bid opening.

3.6 SCOPE OF CONSTRUCTION PHASE SERVICES

3.6.1 The Construction Phase begins with the award and the preparation of the construction contract(s). The Professional is responsible for keeping the Owner completely apprised of the Project during the Construction Phase. The Professional shall perform all services necessary to ensure the construction of the Project is moving forward in a timely and cost effective manner and in accordance with the Contract Documents. Those services shall include, but not be limited to, the following:

1. Sanitary sewer design
2. Lift Station Design
3. Plan and Profiles sheets of proposed design
4. Electrical Controls Design
5. Mechanical Pump Selection/Design (if required)
6. Erosion control Plan
7. Overall Utility Plan
8. Obtain necessary MDEQ Stormwater permits
9. Obtain necessary MDEQ sanitary sewer approvals (if required)
10. Construction Details
11. Technical Specifications
12. Provide necessary documentation for ARPA Reimbursement

3.6.2 The Professional shall conduct on-site inspections as necessary to guard against nonconformity of the construction work with the Contract Documents and to observe and report on compliance with agreed upon construction schedules. The Professional shall be responsible for ensuring all inspections are made as needed and during the critical phases of construction by the consultants and the Professional's firm. The Professional shall maintain a written log of all visits to the site by the Professional and/or any consultants identifying by name and title each attendee and a brief description explaining the nature of the site visit. On-site inspections shall be done by a Principal of the Professional's firm and/or of each consultant firm, or a qualified employee of each firm as approved by the Owner. The Professional shall not be responsible for construction means, methods, techniques, sequence of procedures, or the safety precautions and programs in connection with the work. The Professional has the authority to disapprove or reject work that, in its judgment, fails to conform to the Contract Documents. The Professional shall submit monthly written reports to Owner detailing progress and condition of construction of the Project.

3.6.3 As required by the Owner, or upon the written request of the Contractor, the Professional shall promptly respond to any request for information relating to interpretation of the Contract Documents to ensure proper and timely execution of the work and construction of the Project. The Professional shall be the interpreter of the requirements of the Contract Documents and judge of the performance thereunder of the Contractor. The Professional's responses to such requests for information shall be in writing and issued with reasonable promptness so as not to delay the Project.

3.6.4 The Professional shall prepare change Orders for the Owner's approval and execution in accordance with the Contract Documents. The Professional shall have authority to order minor changes in the work which do not involve an adjustment in the Contract Sum or an extension of the Contract Time and which are not inconsistent with the intent of the Contract Documents. The Professional shall not issue any verbal or written directives that materially change the Contract Documents until approved in writing by the Owner.

3.6.5 Upon receipt of an application for payment from the Contractor, the Professional shall determine and confirm the amount owed to the contractor based on the Professional's field inspections, evaluations of the contractor's applications for payment in relation to the most recent schedule of values, and any other information the Professional deems necessary. Based on the Professional's evaluation, the Professional shall recommend to the Owner an amount the Professional believes the contractor is owed and shall issue for the Owner's approval a certificate for payment in that amount. The Professional's recommendation or certification of payment shall constitute a representation on which the Owner is entitled to rely that the work has progressed to the point indicated; that, to the best of the Professional's knowledge, information and belief, the quality of the work is in accordance with the Contract Documents; and, that the Contractor is entitled to payment in the amount certified. The issuance of a certificate for payment will not be a representation that the Professional has made any examination relating to how the Contractor has used or applied previous payments from Owner other than to secure certification under oath that all materialmen, laborers, and subcontractors have been paid by the contractor.

3.6.6 The Professional shall conduct inspections to determine the date of Substantial Completion and the date of final completion; issue certificates of Substantial Completion; receive from contractor and forward to Owner all written

warranties and related documents required by the Contract Documents; and issue a final Certificate for Payment based upon a final inspection of the Project indicating that the Project was constructed in accordance with the requirements of the Contract Documents.

3.6.7 When the Professional is notified by the contractor that the work has been substantially completed and the Project is ready for inspection, the Professional and the Professional's consultants shall inspect the work. Based on this inspection, the Professional and consultants shall prepare lists of items needing correction, repair, or completion. When these items have been corrected by the contractor, the Professional and the Professional's consultants shall make a subsequent inspection to ensure all issues previously identified have been properly addressed. A representative for the Owner shall be present during this inspection. When all issues identified by the Professional and/or the Professional's consultants have been properly addressed, the Professional shall certify to the Owner that, to the best of the Professionals' knowledge, the Project has been fully completed in compliance with the Contract Documents. It is the responsibility of the Professional to have a representative(s) from each of its consultants present for all inspections.

3.6.8 Upon completion of the Project, the Professional shall deliver to the Owner two sets of revised Contract Documents which reflect the as-built condition of the Project. Such as-built documents shall reflect all changes caused by addenda, field changes, change orders, and observed changes by the Professional, contractor, or subcontractors. Additionally, the Professional shall submit two electronic format copies of the as-built Contract Documents in both PDF and CAD format. The Professional shall also deliver to the Owner the Manufacturer's data for the roof materials used, the Manufacturer's Guarantee, and the Roofing Contractor's Guarantee. The Professional shall deliver to the Owner all certificates, data, manuals, warranties, and/or guarantees relating to the Project.

3.6.9 The Professional shall forward to the Owner the following information received from the contractor: consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment to the contractor; affidavits, receipts, releases, and waivers of liens or bonds indemnifying Owner against lines and claims; and any other documentation required of the contractor under the Contract Documents.

3.6.10 During the warranty period of the construction contract(s), the Professional shall work with a representative of the Owner to secure remediation of any defects that are discovered. The Professional shall make, with a representative of the Owner present, a warranty inspection of the Project prior to the expiration of any warranty periods and report observed defects to the Owner and the contractor for correction. The Professional shall be responsible for coordinating all work necessary to repair, correct, or complete defects in the construction, and the Professional shall be responsible to prepare and issue any paper work necessary to effect such repair, regardless of whether such constitutes a change.

3.6.11 The Construction Phase shall terminate upon expiration of the Warranty period or settlement of all Warranty claims, whichever occurs last.

4. PAYMENT TO THE PROFESSIONAL FOR BASIC SERVICES

4.1 PAYMENTS FOR BASIC FEE

4.1.1 Upon completion of the Program Phases and written approval of the Owner and any governing authority or board, the Professional will submit invoices based on hours expended on a monthly basis.

4.1.2 Upon completion of the Construction Document Phase and written approval of the Owner and any governing authority or board, the Professional will submit invoices based on hours expended on a monthly basis.

4.1.4 Upon completion of the Bidding Phase, written approval of the Owner and any governing authority or board, and receipt of a construction contract executed by the contractor, the Professional shall be will submit invoices based on hours expended on a monthly basis.

4.1.5 During the Construction Phase, written approval of the Owner and any governing authority or board, the Professional shall be will submit invoices based on hours expended on a monthly basis.

4.1.6 The Owner reserves the right to determine when and who provides the Professional service items needed for this Project. Any pay request submitted by the Professional which contains service items not authorized by the Owner to be performed by the Professional may be disapproved in part, or total.

4.1.7 No delay in payment to the Professional, whether under section 5 of this Agreement or otherwise, shall entitle the Professional to terminate or suspend its Services.

5. PROFESSIONAL CONSULTING SERVICES AND CODES

5.1 PROFESSIONAL CONSULTING SERVICES

5.1.1 If the Professional, who is a party to this Agreement, is retained for the primary purpose of rendering design services, he hereby agrees that all plans, specifications, detail drawings, and miscellaneous services required for engineering work pertaining to heating, ventilation, refrigeration, electrical, mechanical, or structural work shall be performed by a registered engineer in his own organization or he agrees to employ, without additional cost to the Owner and subject to the approval of the Owner, the services of a registered engineer regularly engaged in the work. Drawings prepared shall bear the stamp of the responsible registered professional. The Professional shall enter into Contract agreements with such registered professional with contracts binding them to terms and responsibilities substantially set forth herein regarding design and inspection services.

5.1.2 If the Professional, who is a party to this Agreement, is retained for the primary purpose of rendering engineering services, he hereby agrees that all plans, specifications, detail drawings, and miscellaneous services required for engineering work pertaining to heating, ventilation, refrigeration, electrical, mechanical, or structural work shall be performed by a registered engineer in his own organization or he agrees to employ, without additional cost to the Owner and subject to the approval of the Owner, the services of a registered engineer regularly engaged in the work. Drawings prepared above shall bear the stamp of the responsible registered professional. The Professional shall enter into contract agreements with such registered professional with contracts binding them to terms and responsibilities substantially set forth herein regarding design and inspection services.

5.2 CODES AND REGULATIONS

5.2.1 The Professional shall prepare all Contract Documents, including drawings and specifications, in full conformance and compliance with all applicable codes and regulations, including but not limited to the following specific codes and regulations. The Professional shall reference the versions of the below codes and regulations that are current and in effect as of the date of this Agreement and all subsequent amendments to the same, unless a different and specific edition is expressly noted in the Contract Documents. In the event of any discrepancy or ambiguity, the Professional must comply with, and will be held to, the adopted and applicable codes of the local jurisdiction.

1. International Building Code
2. International Existing Building Code
3. International Plumbing Code
4. International Mechanical Code
5. International Fuel Gas Code
6. International Electrical Code
7. International Fire Code

6. OWNER'S RESPONSIBILITIES

6.1 Before the Professional begins its work on the Project, the Owner shall provide the Professional with the Owner's Budget, which shall state all funds available to the Owner for completion of the Project. The Owner's Budget may be revised from time to time in the Owner's sole discretion.

6.2 Unless otherwise provided for under this Agreement, the Owner shall provide information relating to the Project to the Professional in a timely manner when requested by the Professional.

6.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project.

7. OWNERSHIP OF DOCUMENTS

7.1 The Professional's instruments of service, including all contract documents and drawings and specifications, shall be the Owner's property upon payment of the Professional's fees through the latest completed phase. The Owner shall have full and unrestricted use of such instruments of service. The Professional shall not be entitled to re-use or recycle any of the instruments of service without the prior written permission of the Owner. The Professional shall furnish

permanent reproducible transparencies at the Owner's request and the Owner shall reimburse Professional for the actual cost. Original tracings and specifications shall remain in the Professional's custody until the Owner requests delivery.

7.2 The Owner shall have full and unrestricted use of the instruments of service, including all contract documents and drawings and specifications drawings and specifications, for use on any future Project without further compensation due to the Professional.

8. APPLICABLE LAW AND DISPUTE RESOLUTION

8.1 This Agreement shall be governed exclusively by the laws of the State of Mississippi, regardless of any choice of law provisions that might otherwise be applicable.

8.2 The parties shall attempt to resolve any dispute that arises out of or is related to this Agreement by first submitting the dispute to mediation. Any mediation will be conducted by one mediator selected by the Owner and will only be conducted in Harrison County, Mississippi or such other place selected by the Owner. If the parties do not resolve any such dispute through mediation, the parties shall resolve the dispute by litigation.

8.3 The courts of Harrison County, Mississippi shall be the sole and exclusive jurisdiction and venue for any civil action related to this Agreement. Each party irrevocably consents to jurisdiction in said courts and waives any argument that such courts are not a convenient forum or that venue is not proper in Harrison County.

8.4 If the Owner in good faith believes that any claim, dispute, or matter in controversy with the Professional also involves rights or liabilities of the contractor, or other third party, then, at the Owner's sole election, the Professional agrees to resolve such issues in the same forum or proceeding, including court or administrative authority, which has jurisdiction over some or all claims, disputes, and matters in controversy involving the Contractor, or other third party so as to promote economy and avoid inconsistent results.

8.5 No claim, dispute, or matter in controversy or question shall interfere with the progress of the Professional's Services, and the Professional shall proceed diligently with performance of its Services, notwithstanding the existence of any claim, dispute, or matter in controversy or question.

9. TERMINATION

9.1 The Owner may terminate this Agreement for cause should the Professional fail to timely perform its Services or fail to satisfy any of the terms or conditions of this Agreement, as determined in the Owner's sole discretion, within three calendar days after receipt of the Owner's notice of deficiency. In the event of such termination for cause, the Professional shall be responsible for all costs, fees, and expenses, including reasonable attorneys' fees, incurred by the Owner to remedy the deficiencies caused or created by the Professional or to otherwise complete the Professional's Services under this Agreement. Upon such termination, the Professional shall only be entitled to receive as payment any outstanding balance due by the Owner to the Professional for satisfactory Services that the Professional completed as part of the last approved design phase, but only to the extent that such payment exceeds all costs, fees, and expenses incurred by the Owner in connection with correction or completion of the Professional's Services or termination of the Professional. At the option of the Owner, all finished or unfinished instruments of service prepared by the Professional shall be the property of the Owner.

9.2 Notwithstanding anything to the contrary in this Agreement and in addition to the Owner's right to terminate this Agreement for cause, breach or default, the Owner may also suspend the Professional's Services or terminate all or any part of this Agreement, without cause, regardless of fault or the lack thereof by any party, for its sole convenience, or for any reason or no reason whatsoever. Upon such no-fault termination, the Professional shall be entitled only to payment for Services satisfactorily completed up to the date of termination. The Professional shall not be entitled to any payment, compensation, or damages, including but not limited to lost profits or other theory of recovery, with respect to Services not performed or not accepted.

9.3 If the Owner terminates the Agreement for default or breach but it is determined, for any reason, that sufficient grounds did not exist for terminating the Agreement, the Professional shall, as its sole and exclusive remedy, be entitled only to the amount due under the Agreement as if the termination were for no fault. Regardless of whether termination is for default or no fault, the Professional shall not be entitled to any payment in excess of the reasonable value or actual cost of work actually performed by the Professional in strict accordance with the Agreement, less offsets and other amounts due the Owner under this Agreement.

9.4 The Professional shall, in no event, be entitled to special, consequential, exemplary, or punitive damages because of the Owner's termination of this Agreement, the Owner's alleged breach or default under this Agreement, or any other act or omission of the Owner.

10. MISCELLANEOUS

10.1 Any notice to the Professional may be given in writing by United States Mail, fax, email, or verbally in person. Notice by mail shall be considered as given and effective when addressed to the last-known address of the Professional and deposited in the United States Mail, and shall be effective for all purposes as of the time of such deposit, whether actually received or not. Notice by any other means shall be effective when sent by the Owner to the Professional. Any notice to the Owner shall be in writing and sent to the Owner by certified or registered mail, return receipt requested, to Owner's office of general counsel.

10.2 The Professional shall not assign its rights nor delegate its obligations under this Agreement without first obtaining the written consent and approval of the Owner. The Professional shall not assign any amounts due or to become due under this subcontract without written consent from the Owner.

10.3 The parties intend as follows: (a) that if any provision of this Agreement is held to be unenforceable, then that provision will be modified to the minimum extent necessary to make it enforceable, unless that modification is not permitted by law, in which case that provision will be disregarded; (b) that if an unenforceable provision is modified or disregarded in accordance with this section, then the rest of this Agreement will remain in effect as written; and (c) that any unenforceable provision will remain as written in any circumstances other than those in which the provision is held to be unenforceable.

10.4 If a party desires to waive any right under this Agreement, it may only do so by signing a writing specifying the right waived. Any such waiver will be binding only for the limited purpose for which the written waiver was given.

10.5 Under no circumstances shall the Professional be entitled to receive consequential damages or lost profits from the Owner, regardless of the nature or type of breach or claim made by the Professional.

10.6 This Agreement constitutes the entire understanding between the parties with respect to its subject matter and supersedes all other agreements, whether written or oral. This Agreement may not be amended except in writing signed by both parties. All proposals, negotiations, and representations with respect to this Agreement, whether oral or written, are hereby superseded and merged into this Agreement. This Agreement cannot be changed, modified, altered, suspended, or terminated, except in writing signed by an authorized representative of the Owner. No delay, waiver, forbearance, or failure by the Owner to exercise rights or remedies under this Agreement or to insist upon strict compliance by the Professional shall prevent the Owner from strictly enforcing any of the provisions of this Agreement, nor shall relieve the Professional from strict compliance with all terms and conditions hereof nor shall waive, restrict, or adversely affect any of the Owner's rights and remedies as to any subsequent or continuing failure of the Professional to comply strictly with all terms and conditions of this Agreement. The invalidity or unenforceability of any term or condition of this Agreement shall not invalidate, render unenforceable, or adversely affect the remaining terms and conditions. This Agreement shall be binding upon the successors in interest of the parties hereto, but nothing in this Agreement is intended nor shall be construed to create any rights for or to benefit any third parties. Both parties have had the opportunity to review with their respective legal counsel and technical advisors this Agreement, and both parties therefore stipulate that this Agreement shall be given effect and shall not be subject to the rule of construction of being construed against the drafting party.

END OF DOCUMENT

Applicant: City of Gulfport/ MCWI 154-2-CW-5.5 (CA Phase)
FIPS #
PW #
Declaration Number:

Based on 2007 Public Assistance PA Guide - FEMA 322

NOTE: Enter Construction Costs in Yellow Shaded Cell, below

Construction Estimate:

$6,600,000.00

Curve A Percentage		**Curve A $ Amount**
3.00%		$198,000.00
Curve B Percentage		**Curve B $ Amount**
3.00%		$198,000.00

NOTE:
Range is limited to:
more than $10,000.00
and less than $100,000,000.00

Applicant: City of Gulfport/ MCWI 154-2-CW-5.5 (Design Phase)
FIPS #
PW #
Declaration Number:

Based on 2007 Public Assistance PA Guide - FEMA 322

NOTE: Enter Construction Costs in Yellow Shaded Cell, below

Construction Estimate:

$6,600,000.00

Curve A Percentage		**Curve A $ Amount**
8.80%		$580,932.00
Curve B Percentage		**Curve B $ Amount**
8.60%		$567,864.00

NOTE:
Range is limited to:
more than $10,000.00
and less than $100,000,000.00

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 6th day of February, 2024, the following Resolution:

A RESOLUTION BY THE GULFPORT CITY COUNCIL TO APPROVE AWARD TO AND ENGINEERING SERVICES CONTRACT WITH SEYMOUR ENGINEERING, LLC, FOR ENGINEERING SERVICES IN CONNECTION WITH THE DEBUYS ROAD SEWER PUMP STATION – FORCE MAIN CONNECTION TO WEST BILOXI WASTEWATER TREATMENT PLANT PROJECT, AND FOR RELATED PURPOSES

WHEREAS, the City of Gulfport desires to undertake the Debuys Road Sewer Pump Station – Force Main Connection to West Biloxi Wastewater Treatment Plant Project, a project intended to repair the existing force main and associated appurtenances and re-routing the wastewater from the North Gulfport Wastewater Treatment Plant to the West Biloxi Wastewater Treatment Plat; and

WHEREAS, pursuant to authority of this City Council, the City solicited proposals for the Debuys Road Sewer Pump Station – Force Main Connection to West Biloxi Wastewater Treatment Plant Project and received proposals from five (5) firms; and

WHEREAS, after referral to and grading by a selection committee, Seymour Engineering, LLC, was selected as the highest scoring firm (see January 2, 2024 minutes) and recommended for award by Jeremy Harrison, City Engineer, as set forth in the supporting documentation; and

WHEREAS, the Council finds that it is in the best interest of the City to award the contract for engineering services related to the Debuys Road Sewer Pump Station – Force Main Connection to West Biloxi Wastewater Treatment Plant Project to Seymour Engineering, LLC, and to approve an agreement with Seymour Engineering, LLC, concerning the same (see Exhibit "A" attached hereto).

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

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

SECTION 2. That the award of the contract for engineering services related to the Debuys Road Sewer Pump Station – Force Main Connection to West Biloxi Wastewater Treatment Plant Project., be and the same is hereby approved and the proposed Engineering Services Contract between Seymour Engineering, LLC, and the City be and it is hereby approved in substantially its current form as found in Exhibit "A" hereto and found to be in the best interest of the City, and the Mayor (or his designee) is, hereby, authorized to execute the same on behalf of the City of Gulfport.

SECTION 3. That this Resolution be, and it is hereby ordered to be spread on the minutes of the governing Authority, and to be in full force and effect immediately upon its passage and enactment according to law.

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

YEAS:	**NAYS:**	**ABSENT:**
Roland	**None**	**Casey**
Walker		**Holmes-Hines (out)**
Sharp		
Flowers		
Kosloski		

WHEREUPON the President declared the motion carried and the Resolution adopted, this the 6th day of February, 2024.

CITY OF GULFPORT SEAL MISSISSIPPI

ATTEST:

Brittany Rodgers, Clerk of Council

ADOPTED:

F.B. "Rusty" Walker, IV, President

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 7th day of February, 2024.

APPROVED:

Billy Hewes, Mayor

Memorandum – City of Gulfport

ENGINEERING

To: Mayor Billy Hewes and Members of the City Council

CC: Wayne Miller, CAO
Todd Harman, CPA, Director of Finance and Accounting
Tyler Gentry, Director of Public Works
Lee Wood, Project Manager
Jessica Versiga, Purchasing Agent
Legal Department

From: Jeremy R. Harrison, P.E., Director of Engineering

Date: January 26, 2024

Re: **Recommendation to Approve Engineering Services Contract**
- Seymour Engineering, LLC.
- Debuys Road Sewer Pump Station - Force Main Connection to West Biloxi Wastewater Treatment Plant (MCWI)

Attached for your consideration is the Engineering Services Contract for the referenced project in the not-to-exceed amount of $79,490.00. 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 includes repairing the 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 total cost of engineering and construction for this project is $516,067.50. The project is 100% funded by the Mississippi Municipality and County Water Infrastructure Grant "MCWI" and the American Rescue Plan Act "ARPA".

I recommend approval of this contract.

Attachments:

1) Mark Seymour, P.E., President/Principal, letter dated January 26, 2024
2) Engineering Services Contract

January 26, 2024

Jeremy R. Harrison, P.E.
Director of Engineering
4050 Hewes Avenue
Gulfport, MS 39507

Re: Engineering Contract – Debuys Road Sewer Pump Station Force Main Connection to West Biloxi Wastewater Treatment Plant

Dear Mr. Harrison:

Attached, you will find our Engineering Contract for the aforementioned project. We are eager to engage in collaboration with the City of Gulfport and look forward to nurturing an enduring partnership.

If you need any further information, please feel free to reach out to me.

Respectfully submitted,

Mark M. Seymour, Jr., P.E.
President/Principal

MMS/tmp

Enclosure

STANDARD FORM OF AGREEMENT
BETWEEN
OWNER AND ENGINEER
FOR
PROFESSIONAL SERVICES

THIS IS AN AGREEMENT made as of _____, 2024, between the CITY OF GULFPORT (OWNER) and SEYMOUR ENGINEERING, 925 Tommy Munro Drive, Suite G, Biloxi, Mississippi 39532 (ENGINEER). OWNER intends to repair two (2) existing force mains located at the intersection of Debuys Road/Switzer Road and Parkview Subdivision entitled "Debuys Road Sewer Pump Station - Force Main Connection to West Biloxi Wastewater Treatment Plant" (hereinafter called the Project).

OWNER and ENGINEER in consideration of their mutual covenants herein agree in respect of the performance of professional engineering services by ENGINEER and the payment for those services by OWNER as set forth below.

SECTION 1-BASIC SERVICES OF ENGINEER

1.1 General.

1.1.1. ENGINEER shall provide for OWNER professional engineering services in all phases of the Project to which this Agreement applies as hereinafter provided. These services will include serving as OWNER's professional engineering representative for the Project, providing professional engineering consultation and advice and furnishing customary civil engineering services, including but not limited to, all services required or requested by OWNER in connection with obtaining any permits required by an governmental agency or authority in connection with the project. The Contract will extend through completion of project construction and submittal of all required closeout documents to the Owner.

1.2 Preliminary Design.

1.2.1 ENGINEER shall provide preliminary design for the project. Upon completion of preliminary design, ENGINEER shall meet with OWNER to review documents. Upon acceptance by OWNER, ENGINEER shall commence with Final Design Documents.

1.3. Final Design Phase.

After written authorization to proceed with the Final Design Phase, ENGINEER shall:

1.3.1 On the basis of the accepted Preliminary Design documents and the revised opinion of probable Total Project Costs prepare for incorporation in the Project Documents final drawings to show the general scope, extent and character of the work to be furnished and performed by Contractor(s) (hereinafter called "Drawings") and Specifications (which will be prepared in conformance with the sixteen division format of the construction specifications Institute).

1.3.2 Provide technical criteria, written descriptions and design data for OWNER's use in filing applications for permits with or obtaining approvals of such governmental authorities as have jurisdiction to approve the design of the Project, and assist OWNER in consultations with appropriate authorities.

1.3.3 Advise OWNER of any adjustments to the latest opinion of probable Total Project Costs caused by changes in general scope, extent or character or design requirements of the Project or Construction Costs. Furnish to OWNER a revised opinion of probable Total Project Costs based on the Drawings and Specifications. Total project

cost for purposes of determining engineering fees excludes mitigation, relocation or any other costs not directly involving the actual construction or building of the project.

1.3.4 Prepare for review and approval by OWNER, its legal counsel and other advisors contract agreement forms, general conditions and supplementary conditions, and (where appropriate) bid forms, invitations to bid and instructions to bidders (all of which shall be consistent with the forms and pertinent guide sheets prepared by the Engineers Joint Contract Documents Committee), and assist in the preparation of other related documents.

1.3.5 Furnish copies of the above documents and of the Drawings and Specifications and present and review them in person with OWNER.

1.4 Bidding or Negotiating Phase.

After written authorization to proceed with the Bidding or Negotiating Phase, ENGINEER shall:

1.4.1 Assist OWNER in advertising for and obtaining bids or negotiating proposals for each separate prime contract for construction, materials, equipment and services; and, where applicable, maintain a record of prospective bidders to whom Bidding Documents have been issued, attend pre-bid conferences and receive and process deposits for Bidding Documents.

1.4.2 Issue addenda as appropriate to interpret, clarify or expand the Bidding Documents.

1.4.3 Advise OWNER as to the acceptability of subcontractors, suppliers and other persons and organizations proposed by the prime contractor(s) (herein called "Contractor(s)") for those portions of the work as to which such acceptability is required by the Bidding Documents.

1.4.4 Advise OWNER concerning and determine the acceptability of substitute materials and equipment proposed by Contractor(s) when substitution prior to the award of contracts is allowed by the Bidding Documents.

1.4.5 Attend the bid opening, prepare bid tabulation sheets and assist OWNER in evaluating bids or proposals and in assembling and awarding contracts for construction, materials, equipment and services.

1.5. Construction Phase.

During the Construction Phase:

1.5.1 *General Administration of Construction Contract*. ENGINEER shall consult with and advise OWNER and act as OWNER's representative. All of OWNER's instructions to Contractor(s) will be issued through ENGINEER as instructed by Owner.

1.5.2 *Visits to Site and Observation of Construction.* In connection with observations of the work of Contractor(s) while it is in progress:

> 1.5.2.1. ENGINEER shall make visits to the site at intervals appropriate to the various stages of construction as necessary in order to observe as an experienced and qualified design professional the progress and quality of the various aspects of Contractor(s)' work. In addition, ENGINEER shall provide the services of a Resident Project Representative (and assistants) at the site to assist ENGINEER and to provide more continuous observation of such work. Based on information obtained during such visits and on such observations, ENGINEER shall endeavor to determine in general if such work is proceeding in accordance with the Project Documents and ENGINEER shall keep OWNER informed of the progress of the work.
>
> 1.5.2.2. The Resident Project Representative (and any assistants) will be ENGINEER's agent or employee and under ENGINEER's supervision. The duties and responsibilities of the Resident Project Representative (and assistants) are set forth in Exhibit A "Duties, Responsibilities and Limitation of Authority of Resident Project Representative".

1.5.2.3. The purpose of Engineer's visits to and representation by the Resident Project Representative (and assistants, 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 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 of Contractor(s) will conform generally to the Project Documents and that the integrity of the design concept as reflected in the Project Documents has been implemented and preserved by Contractor(s). On the other hand, ENGINEER shall not, during such visits or as a result of such observations of Contractor(s)' work in progress, supervise, direct or have control over Contractor(s)' work nor shall ENGINEER have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by Contractor(s), for safety precautions and programs incident to the work of Contractor(s) or for any failure of Contractor(s) to comply with laws, rules, regulations, ordinances, codes or orders applicable to Contractor(s) furnishing and performing their work. Accordingly, ENGINEER can neither guarantee the performance of the construction contracts by Contractor(s) nor assume responsibility for Contractor(s)' failure to furnish and perform their work in accordance with the Project Documents.

1.5.3 *Defective Work*. During such visits and on the basis of such observations, ENGINEER may disapprove of or reject Contractor(s)' work while it is in progress if ENGINEER believes that such work will not produce a completed Project that conforms generally to the Project Documents or that it will prejudice the integrity of the design concept of the Project as reflected in the Project Documents.

1.5.4 *Interpretations and Clarifications*. ENGINEER shall issue necessary interpretations and clarifications of the Project Documents and in connection therewith and prepare work directive changes and change orders as required.

1.5.5 *Shop Drawings*. ENGINEER shall review and approve (or take other appropriate action in respect of) Shop Drawings, samples and other data which Contractor(s) are required to submit, but only for conformance with the design concept of the Project and compliance with the information given in the Project Documents. Such reviews and approvals or other action shall not extend to means, methods, techniques, sequences or procedures of construction or to safety precautions and programs incident thereto.

1.5.6 *Substitutes*. ENGINEER shall evaluate and determine the acceptability of substitute materials and equipment proposed by Contractor(s).

1.5.7 *Inspections and Tests*. ENGINEER shall have authority, as OWNER's representative, to require special inspection or testing of the work, and shall receive and review all certificates of inspections, testings and approvals required by laws, rules, regulations, ordinances, codes, orders or the Project Documents (but only to determine generally that their content complies with the requirements of, and the results certified indicate compliance with, the Project Documents).

1.5.8 *Disputes between OWNER and Contractor*. Engineer shall act as initial interpreter of the requirements of the Project Documents and judge of the acceptability of the work thereunder and make recommendations on all claims of OWNER and Contractor(s) relating to the acceptability of the work or the interpretation of the requirements of the Project Documents pertaining to the execution and progress of the work. To the extent allowable under Mississippi law, ENGINEER shall not be liable for the results of any such interpretations or decisions rendered in good faith.

1.5.9 *Applications for Payment*. Based on on-site observations as an experienced and qualified design professional, on information provided by the Resident Project Representative and on review of applications for payment and the accompanying data and schedules:

1.5.9.1. ENGINEER shall determine the amounts owing to Contractor(s) and recommend in writing payment to Contractor(s) in such amounts. Such recommendations of payment will constitute a representation to OWNER, based on such observations and review, that the work has progressed to the point indicated, and that, to the best of ENGINEER's knowledge, information and belief, the quality of such work is generally in accordance with the Project Documents (subject to an evaluation of such work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for

in the Project Documents and to any other qualifications stated in the recommendation). In the case of unit price work, ENGINEER's recommendations of payment will include final determinations of quantities and classifications of such work (subject to any subsequent adjustments allowed by the Project Documents).

1.5.9.2. By recommending any payment ENGINEER will not thereby be deemed to have represented that exhaustive, continuous or detailed reviews or examinations have been made by ENGINEER to check the quality or quantity of Contractor(s)' work as it is furnished and performed beyond the responsibilities specifically assigned to ENGINEER in this Agreement and the Project Documents. ENGINEER's review of Contractor(s)' work for the purposes of recommending payments will not impose on ENGINEER responsibility to supervise, direct or control such 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, rules, regulations, ordinances, codes or orders applicable to their furnishing and performing the work. It will also not impose responsibility on ENGINEER to make any examination to ascertain how or for what purposes any Contractor has used the moneys paid on account of the Contract Price, or to determine that title to any of the work, materials or equipment has passed to OWNER free and clear of any lien, 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.

1.5.10 *Contractor(s)' Completion Documents*. ENGINEER shall receive and review maintenance and operating instructions, schedules, guarantees, bonds and certificates of inspection, tests and approvals which are to be assembled by Contractor(s) in accordance with the Project Documents (but such review will only be to determine that their content complies with the requirements of, and in the case of certificates of inspection, tests and approvals the results certified indicate compliance with, the Project Documents); and shall transmit them to OWNER with written comments. Engineer shall provide record drawings to the Owner and provide written certification that the project was constructed according to the approved plans, specifications, and contract documents.

1.5.11 *Inspections*. ENGINEER shall conduct an inspection to determine if the work is substantially complete and a final inspection to determine if the completed work is acceptable so that ENGINEER may recommend, in writing, final payment to Contractor(s) and may give written notice to OWNER and the Contractor(s) that the work is acceptable (subject to any conditions therein expressed), but any such recommendation and notice will be subject to the limitations expressed in paragraph 1.4.9.2.

1.5.12 *Limitation of Responsibilities*. ENGINEER shall not be responsible for the acts or omissions of any Contractor, or of any subcontractor or supplier, or any of the Contractor(s)' or subcontractor's or supplier's agents or employees or any other persons (except ENGINEER's own employees and agents) at the site or otherwise furnishing or performing any of the Contractor(s)' work: however, nothing contained in paragraphs 1.1 thru 1.4.12 inclusive, shall be construed to release ENGINEER from liability for failure to properly perform duties and responsibilities assumed by ENGINEER in the Project Documents.

1.5.13 *Indemnification*. ENGINEER shall defend, indemnify and hold harmless OWNER, its agents, servants, employees, successors and assigns from actions, causes, suits, costs, claims, damages, expenses and demands whatsoever in law or in equity, including but not limited to attorneys' fees, with respect to, or on account of, any injury, including bodily injury, disability or death, or damages to property, including loss of the use thereof, in any way attributable to or in connection with performance of Engineer under this Contract.

SECTION 2 - ADDITIONAL SERVICES OF ENGINEER

2.1. Services Requiring Authorization in Advance.
If authorized in writing by OWNER, ENGINEER shall furnish or obtain from others Additional Services of the types listed in paragraphs 2.1.1 through 2.1.6, inclusive. These services are not included as part of Basic Services; these will be paid for by OWNER, as indicated in Section 3.

2.1.1. Assistance in connection with bid protests, rebidding or renegotiating Project for construction, materials, equipment or services.

2.1.2. Providing any type of property surveys or related engineering services needed for the transfer of interests in real property and field surveys for design purposes and engineering surveys and staking to enable Contractor(s) to proceed with their work; and providing other special field surveys.

2.1.3. Preparing to serve or serving as a consultant or witness for OWNER in any litigation, arbitration or other legal or administrative proceeding involving the Project.

2.1.4. Topographic Survey to assist with Design Phase.

2.1.5. Geotechnical Engineering.

SECTION 3 - PAYMENTS TO ENGINEER

3.1. Methods of Payment for Services and Expenses of ENGINEER.

3.1.1. *For Basic Services.* OWNER shall pay ENGINEER for Basic Services rendered under Section 1 as follows:

3.1.1.1. *Payment to Engineer for Basic Services.* ENGINEER shall be paid the total amount outlined in Exhibit C:

3.1.1.2 ENGINEER shall be paid monthly based upon the percentage complete of the phase of the project on which ENGINEER is working.

3.1.2. *For additional Services.* OWNER shall pay ENGINEER for Additional Services rendered under Section 2 as follows:

3.1.2.1. *General.* For Additional Services of ENGINEER's principals and employees engaged directly on the Project and rendered pursuant to paragraph 2.1. (except services as a consultant or witness under paragraph 2.1.3), at standard hourly rates for services rendered by principals and employees for Items 2.1.1 and 2.1.2 as shown in Exhibit B. Item numbers 2.1.4, 2.1.5 and 2.1.6 shall be paid monthly based on percentage complete of the Lump Sum Amount.

3.1.2.2. *Serving as a Witness.* For services rendered by ENGINEER's principals and employees as consultants or witnesses in any litigation, arbitration or other legal or administrative proceeding in accordance with paragraph 2.1.3. at the rate agreed to by both parties before the start of such additional service.

3.2 Times of Payments.

3.2.1. ENGINEER shall submit statements for Basic and Additional Services rendered and for Reimbursable Expenses incurred. The statements for Basic Services will be based upon ENGINEER's estimate of the proportion of the total services actually completed at the time of billing. OWNER shall make prompt undisputed payments in response to ENGINEER's statements in accordance with its claims docket and state law.

SECTION 4 - GENERAL CONSIDERATION

4.1. Termination.

The obligation to provide further services under this Agreement may be terminated by either party upon thirty 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. The ENGINEER understands that this Contract is voidable by any newly elected City Council upon taking office.

4.2. Reuse of Documents.

All documents including Drawings and Specifications prepared or furnished by ENGINEER (and ENGINEER's independent professional associates and consultants) pursuant to this Agreement are instruments of service and shall be owned by OWNER, whether or not the project is completed. However, OWNER may not reuse the documents without authorization of ENGINEER and should the OWNER do so, OWNER shall do so at OWNERS sole risk and without liability or legal exposure to ENGINEER or to ENGINEER's independent professional associates or consultants.

4.3. Insurance.

4.3.1. ENGINEER shall procure and maintain insurance for protection from claims under workers compensation acts, claims for damages because of bodily injury including personal injury, sickness or disease or death of any and all employees or of any person other than such employees, and from claims or damages because of injury to or destruction of property including loss of use resulting therefrom.

4.3.2. Also ENGINEER shall procure and maintain professional liability insurance for protection from claims arising out of professional services caused by a negligent error, omission or act for which the insured is legally liable; such professional liability insurance shall provide coverage in the amount of $1,000,000 and shall name OWNER as an additional insured. ENGINEER shall deliver to OWNER a certificate evidencing the assurance of such a policy.

4.4. Controlling Law.

This Agreement is to be governed by the law of the State of Mississippi.

4.5. Successors and Assigns.

4.5.1. OWNER and ENGINEER each is hereby bound and the partners, successors, executors, representatives, administrators and assigns of OWNER and ENGINEER (and to the extent permitted by paragraph 4.5.2. that assigns of OWNER and ENGINEER) are hereby bound to the other party to this Agreement and to the partner successors, executors, administrators and legal representatives (and said assigns) of such other party, respect of all covenants, agreements and obligations of this Agreement.

4.5.2. Neither OWNER nor ENGINEER shall assign sublet or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this Agreement without the written consent of the other, except to the extent that any assignment, subletting or transfer is mandate by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in and written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent ENGINEER from employing such independent professional associates and consultants as ENGINEER may deem appropriate to assist in the performance of services hereunder. ENGINEER may subcontract portions of the services under this Agreement, subject to the written approval of OWNER and reflected on its minutes.

4.5.3. Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than OWNER and ENGINEER, and 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.

SECTION 5 - SPECIAL PROVISIONS, EXHIBITS AND SCHEDULES

5.1 This Agreement is subject to the following special provisions.

5.1.1 The Final Design and Construction Phases of this Contract between the the City of Gulfport and Seymour Engineering, are subject to the availability and amount of funding for this project.

5.2 The following Exhibits are attached to and made a part of this Agreement:

5.2.1 **Exhibit A** Duties, Responsibilities and Limitations of Authority of Resident Project Representative consisting of 3 pages.

5.2.2 **Exhibit B** MCWI Average Hourly Rate, consisting of 1 page.

5.2.3 **Exhibit C** Payments to Engineer, consisting of 2 pages.

5.2.4 **Attachment to Exhibit C** Curve B, consisting of 1 page.

5.3 This Agreement (consisting of pages 1 to 14, inclusive) together with the Exhibits and Schedules identified above constitute the entire agreement between OWNER and ENGINEER and superseded all prior written or oral understandings. This Agreement and said Exhibits and schedules may only be amended, supplemented, modified or cancelled by a duly executed written instrument.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year first above written.

OWNER: DATE:

CITY OF GULFPORT

ADDRESS FOR GIVING NOTICES:

4050 HEWES AVENUE
GULFPORT, MS 39507

ENGINEER: DATE: 1-24-24

MARK M. SEYMOUR, JR., P.E.
SEYMOUR ENGINEERING

ADDRESS FOR GIVING NOTICES:

925 TOMMY MUNRO DRIVE, SUITE G
BILOXI, MISSISSIPPI 39532

EXHIBIT A

TO AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES,

(for use with No. 1910-1. 1984 Edition)

A LISTING OF THE DUTIES, RESPONSIBILITIES AND LIMITATIONS OF AUTHORITY OF THE RESIDENT PROJECT REPRESENTATIVE

This is an Exhibit attached to, made a part of and incorporated by reference with the Agreement made on **_____2024**, between the City of Gulfport (OWNER) and SEYMOUR ENGINEERING (ENGINEER) providing for professional engineering services.

ENGINEER shall furnish a Resident Project Representative (RPR), assistants and other field staff to ENGINEER in observing performance of the work of Contractor.

Through more extensive on-site observations of the work in progress and field checks of materials and equipment by the RPR and assistants. ENGINEER shall endeavor to provide further protection for OWNER against defects and deficiencies in the Work; but, the furnishing of such services will not make ENGINEER responsible for or give ENGINEER control over construction means, methods, techniques, sequences or procedures or for safety precautions or programs, or responsibility for CONTRACTOR's failure to perform the Work in accordance with the Project Documents.

The duties and responsibilities of the RPR are limited to those of ENGINEER in ENGINEER's agreement with the OWNER and in the Project Contract Documents, and are further limited and described as follows:

A. GENERAL

RPR is ENGINEER's agent at the site, will act as directed by and under the supervision of ENGINEER, and will confer with ENGINEER regarding RPR's actions. RPR's dealings in matters pertaining to the on-site work shall in general be with ENGINEER and CONTRACTOR keeping OWNER advised as necessary. RPR's dealings with subcontractors shall only be through or with the full knowledge and approval of CONTRACTOR. RPR shall generally communicate with OWNER with the knowledge and approval of CONTRACTOR. RPR shall generally communicate with OWNER with the knowledge of and under the direction of the ENGINEER.

B. DUTIES AND RESPONSIBILITIES OF RPR

1. Schedules: Review the progress schedules, schedule of Shop Drawing submittals and schedule of values prepared by CONTRACTOR and consult with ENGINEER concerning acceptability.

2. Conferences and Meetings: Attend meetings with CONTRACTOR, such as preconstruction conferences, progress meetings, job conferences and other project related meetings, and prepare and circulate copies of minutes thereof.

3. Liaison:

    a. Serve as ENGINEER's liaison with CONTRACTOR, working principally through CONTRACTOR's superintendent and assist in understanding the intent of the Project Documents; and assist ENGINEER in serving as OWNER's liaison with CONTRACTOR when CONTRACTOR's operations affect OWNER's on-site operations.

    b. Assist in obtaining from OWNER additional details or information, when required for proper execution of the Work.

4. Shop Drawings and Samples:

    a. Record date of receipt of Shop Drawings and samples.

    b. Receive samples which 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 Work requiring a Shop Drawing or sample if the submittal has not been approved by ENGINEER.

5. Review of Work, Rejection of Defective Work, Inspections and Tests:

a. Conduct on-site observations of the Work in progress to assist ENGINEER in determining if the Work is in general proceeding in accordance with the Project Documents.

b. Report to ENGINEER whenever RPR believes that any Work is unsatisfactory, faulty or defective or does not conform to the Project Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise ENGINEER or Work that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.

c. Verify that tests, equipment and systems startups and operating and maintenance training are conducted in the presence of appropriate personnel, and that CONTRACTOR maintains adequate records thereof; and observe, record and report to ENGINEER appropriate details relative to the test procedures and startups.

d. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections and report to ENGINEER.

6. Interpretation of Project Documents: Report to ENGINEER when clarifications and interpretations of the Project Documents are needed and transmit to CONTRACTOR clarifications and interpretations as issued by ENGINEER.

7. Modifications: Consider and evaluate CONTRACTOR's suggestions for modifications in Drawings or Specifications and report with RPR's recommendations to ENGINEER. Transmit to CONTRACTOR decisions as issued by ENGINEER.

8. Records

a. Maintain at the job site orderly files for correspondence, reports of job conferences, Shop Drawings and samples, reproductions of original Project Documents including all Work Directive Changes, Addenda, Change Orders, Field Orders, additional Drawings issued subsequent to the execution of the Contract, ENGINEER's clarifications and interpretations of the Project Documents, progress reports, and other Project related documents.

b. Keep a diary or log book, recording CONTRACTOR hours on the job site, weather conditions, data relative to questions of Work Directive Changes, Change Orders or changed conditions, list of job site visitors, 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. Record names, addresses and telephone numbers of all CONTRACTORS, subcontractors and major suppliers of materials and equipment.

9. Reports

a. Furnish 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. Consult with ENGINEER in advance of scheduled major tests, inspections or start of important phases of the Work.

c. Draft proposed Change Orders and Work Directive Changes, obtaining backup material from CONTRACTOR and recommend to ENGINEER Change Orders, Work Directive Changes, and Field Orders.

d. Report immediately to ENGINEER and OWNER upon the occurrence of any accident.

10. Payment Requests: Review applications for payment with CONTRACTOR for compliance with the established procedures 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.

11. Certificates, Maintenance and Operation Manuals: During the course of the Work, verify that certificates, maintenance and operation manuals and other data required to be assembled and furnished by CONTRACTOR are applicable to the items actually installed and in accordance with the Project Documents, and have this material delivered to ENGINEER for review and forwarding to OWNER prior to final payment for the Work.

12. Completion

    a. Before ENGINEER issues a Certificate of Substantial Completion, submit to CONTRACTOR a list of observed items requiring completion or correction.

    b. Conduct final inspection in the company of ENGINEER, OWNER and CONTRACTOR and prepare a final list of items to be completed or corrected.

    c. Observe that all items on final list have been completed or corrected and make recommendations to ENGINEER concerning acceptance.

C. LIMITATIONS OF AUTHORITY - Resident Project Representative:

1. Shall not authorize any deviation from the Project Documents or substitution of materials or equipment, unless authorized by ENGINEER.

2. Shall not exceed limitations of ENGINEER's authority as set forth in the Project Documents.

3. Shall not undertake any of the responsibilities of CONTRACTOR, subcontractors or CONTRACTOR's superintendent.

4. Shall not advise on, issue directions relative to or assume control over any aspect of the means, methods, techniques, sequences or procedures of construction unless such advise or directions are specifically required by the Project Documents.

5. Shall not advise on, issue directions regarding or assume control over safety precautions and programs in connection with the Work.

6. Shall not accept Shop Drawings or sample submittals from anyone other than Contractor.

7. Shall not authorize OWNER to occupy the Project in whole or in part.

8. Shall not participate in specialized field or laboratory tests or inspections conducted by others except as specifically authorized by ENGINEER.

EXHIBIT B

Gulfport DOE

MCWI Average Hourly Rate

Principal Engineer	$194.00
Senior Engineer	$183.00
Professional Engineer	$153.00
Senior Project Manager	$150.00
Project Engineer	$133.00
Professional Land Surveyor	$120.00
Survey Crew Chief	$72.00
Instrument Man	$58.00
Senior CAD Tech	$90.00
CAD Tech	$73.00
Clerical	$58.00
Resident Project Representative	$104.00
Engineering/Specification Technician	$70.00
Sub-Consultant Fee	Cost + 10%

EXHIBIT C
TO AGREEMENT BETWEEN OWNER
AND ENGINEER FOR PROFESSIONAL SERVICES,
Dated _____ (for use with No. 1910-1, 1984 Edition).

PAYMENTS TO ENGINEER

This is an exhibit attached to, made part of, and incorporated by reference into the Agreement made on _____, 2024 between the CITY OF GULFPORT (OWNER) and SEYMOUR ENGINEERING (ENGINEER) providing for professional engineering services.

1. ADDITIONAL SERVICES:

   A. Topographic Survey

   Conduct a topographic survey of the project area with elevation cross-sections and existing structures. Existing sanitary sewer and other utilities within the work zone will be located. A Topographic Survey drawing will be provided depicting existing conditions.

   COST: LUMP SUM - $2,760.00

2. BASIC SERVICES:

   A. Engineering Design/Bidding

      1. Engineering Design

      Construction drawings and specifications will be prepared for the Project, taking into consideration the fees and costs associated with the construction and the professional services and administration of the Project. The Project concept includes repairing two (2) existing force mains located at the intersection of Debuys Road/Switzer Road and Parkview Subdivision.

      2. Bidding

      Assist Owner in obtaining bids for the construction contract. Review submitted bids and recommend a contractor to perform the project. Consult with the Owner in the execution of Contract Documents.

      COST: $51,500.00 Curve B, Engineering and Design Services (Attachment to Exhibit C)

      (12.13% of Preliminary Opinion of Probable Cost - $425,000.00)

      COST: LUMP SUM - $51,500.00

   B. Construction Administration / Resident Project Representative

      1. Construction Administration

         a. Review the contractor's shop drawings and materials submittals for conformance with the construction documents.

b. Serve as OWNER'S liaison with CONTRACTOR, work principally through CONTRACTOR'S superintendent and assist in understanding the intent of the Contract Documents.

c. Payment Requests: Review applications for payment with CONTRACTOR for compliance with the established procedures for their submission and forward with recommendations to OWNER.

d. Conduct final inspection in the company of OWNER and CONTRACTOR and prepare a final list of items to be completed or corrected.

COST: 3% of $425,000 - $12,750.00

2. Resident Project Representative

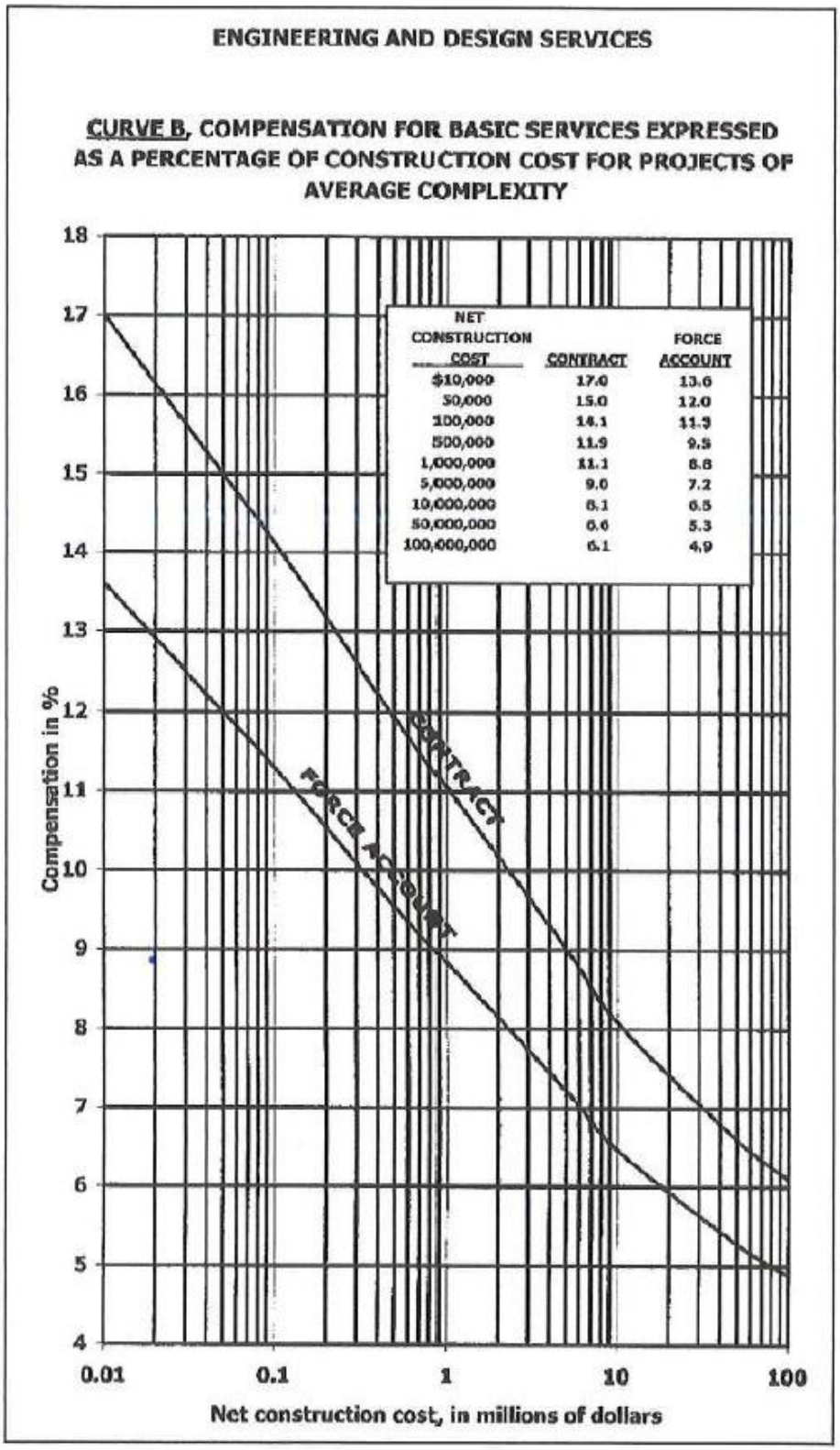
ENGINEER shall furnish a Resident Project Representative (RPR), in observing performance of the work of Contractor. (See Exhibit A)

COST: $12,480.00

TOTAL COST: $79,490.00

ATTACHMENT TO EXHIBIT C

Curve B – Engineering and Design Services



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 6th day of February, 2024, the following Resolution:

A RESOLUTION BY THE GULFPORT CITY COUNCIL TO APPROVE LETTER AGREEMENTS WITH MAULDIN & JENKINS, LLC, TO PROVIDE AUDITING SERVICES TO THE CITY OF GULFPORT FOR THE FISCAL YEAR ENDING 2023, AND FOR RELATED PURPOSES

WHEREAS, Mississippi law requires annual audits of municipal accounts and finances and the City desires to engage Mauldin & Jenkins, LLC, to complete those audit services; and

WHEREAS, as the only respondent to the City's Request for proposals for the required audit work, Mauldin & Jenkins, LLC, has submitted a proposed Engagement Letter concerning their work as auditors for the City of Gulfport for Fiscal Year ending September 30, 2023 (see Exhibit "A" hereto); and

WHEREAS, the Mayor and Council are of the opinion that approval of the Engagement Letter for audit services by Mauldin & Jenkins, LLC, as attached hereto as Exhibit "A", 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 Engagement Letter be, and it is hereby, approved/ratified, in substantially the form as is found in Exhibit "A" to this resolution, and the Mayor (or his designee) is, hereby, authorized to execute and deliver, as necessary, 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 Councilmember Sharp, seconded by Councilmember Flowers, and was adopted by the following roll call vote:

YEAS:	**NAYS:**	**ABSENT:**
Roland	**None**	**Casey**
Walker		**Holmes-Hines**
Sharp		
Flowers		
Kosloski		

WHEREUPON the President declared the motion carried and the Resolution adopted, this the 6th day of February, 2024.

CITY OF GULFPORT SEAL MISSISSIPPI

ATTEST:

Brittany Rodgers, Clerk of Council

ADOPTED:

F.B. "Rusty" Walker, IV, President

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 7th day of February, 2024.

APPROVED:

Billy Hewes, Mayor

MAULDIN & JENKINS
CPAs & ADVISORS

January 8, 2024

Honorable Mayor and Members of the
City Council
City of Gulfport, Mississippi
1410 24th Avenue
Gulfport, Mississippi 39501

Attn: Todd Harman, Director of Finance and Accounting

We are pleased to confirm our understanding of the services we are to provide the City of Gulfport, Mississippi (the "City") for the year ended September 30, 2023.

Audit Scope and Objectives

We will audit the financial statements of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information, including the disclosures, which collectively comprise the basic financial statements, of the City of Gulfport, Mississippi as of and for the year then ended. Accounting standards generally accepted in the United States of America (GAAP) provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the City's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the City's RSI in accordance with auditing standards generally accepted in the United States of America (GAAS). These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by GAAP and will be subjected to certain limited procedures, but will not be audited:

1. Management's Discussion and Analysis (MD&A).
2. Schedule of City's Proportionate Share of the Net Pension Liability - MPERS
3. Schedule of City's Proportionate Share of the Net Pension Liability - MMRS
4. Schedule of City Contributions – MPERS
5. Schedule of City Contributions - MMRS
6. Schedule of Budget to Actual – Budgetary Basis – General Fun
7. Schedule of Budget to Actual – Budgetary Basis – CDBG Fund

We have also been engaged to report on supplementary information other than RSI that accompanies the City's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with GAAS and will provide an opinion on it in relation to the financial statements as a whole in a report combined with our auditor's report on the financial statements:

1. Schedule of expenditures of federal awards.
2. Combining and individual fund statements and schedules.

In connection with our audit of the basic financial statements, we will read the following other information and consider whether a material inconsistency exists between the other information and the basic financial statements, or the other information otherwise appears to be materially misstated. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report:

1. Introductory section
2. Statistical section

The objectives of our audit are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and issue an auditor's report that includes our opinions about whether your financial statements are fairly presented, in all material respects, in conformity with GAAP, and report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment of a reasonable user made based on the financial statements. The objectives also include reporting on -

- Internal control over financial reporting and compliance with provisions of laws, regulations, contracts and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards.*

- Internal control over compliance related to major programs and an opinion (or disclaimer of opinion) on compliance with federal statutes, regulations, and the terms and conditions of federal awards that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and Title 2 U.S. *Code of Federal Regulations* (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance).

Auditor's Responsibilities for the Audit of the Financial Statements and Single Audit

We will conduct our audit in accordance with GAAS; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of the Uniform Guidance, and will include tests of accounting records, a determination of major program(s) in accordance with the Uniform Guidance, and other procedures we consider necessary to enable us to express such opinions. As part of an audit in accordance with GAAS and *Government Auditing Standards*, we will exercise professional judgment and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of waste and abuse is subjective, *Government Auditing Standards* do not expect auditors to perform specific procedures to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste or abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements or noncompliance may not be detected by us, even though the audit is properly planned and performed in accordance with GAAS and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or on major programs. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

We will also conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the government's ability to continue as a going concern for a reasonable period of time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry.

We may, from time to time and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

Audit Procedures—Internal Control

We will obtain an understanding of the government and its environment, including the system of internal control, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinions. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards.*

As required by the Uniform Guidance, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, and the Uniform Guidance.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the City of Gulfport, Mississippi's compliance with provisions of applicable laws, regulations, contracts and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with federal statutes, regulations, and the terms and conditions of federal awards applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of the City of Gulfport's major programs. For federal programs that are included in the Compliance Supplement, our compliance and internal control procedures will relate to the compliance requirements that the Compliance Supplement identifies as being subject to audit. The purpose of these procedures will be to express an opinion on the City of Gulfport's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

Other Services

We will also assist in preparing the financial statements, schedule of expenditures of federal awards, and related notes of the City in conformity with U.S. generally accepted accounting principles and the Uniform Guidance based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform these services in accordance with applicable professional standards. The other services are limited to the financial statements, schedule of expenditures of federal awards, and related notes services previously defined. We, in our sole professional judgement, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

You agree to assume all management responsibilities relating to the financial statements, schedule of expenditures of federal awards, related notes, and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements, schedule of expenditures of federal awards, and related notes and that you have reviewed and approved the financial statements, schedule of expenditures of federal awards, and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, who possesses suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Responsibilities of Management for the Financial Statements and Single Audit

Our audit will be conducted on the basis that you acknowledge and understand your responsibility for (1) designing, implementing, establishing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including internal controls over federal awards, and for evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (4) ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements, schedule of expenditures of federal awards, and all accompanying information in conformity with accounting principles generally accepted in the United States of America; and for compliance

with applicable laws and regulations (including federal statutes) and the provisions of contracts and grant agreements (including award agreements). Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

You are also responsible for making drafts of financial statements, schedule of expenditures of federal awards, all financial records and related information available to us and for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers). You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform Guidance, (3) additional information that we may request for the purpose of the audit, and (4) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence. At the conclusion of our audit, we will require certain written representations from you about the financial statements; schedule of expenditures of federal awards; federal award programs; compliance with laws, regulations, contracts, and grant agreements; and related matters.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements of each opinion unit taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants. You are also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements that we report. Additionally, as required by the Uniform Guidance, it is management's responsibility to evaluate and monitor noncompliance with federal statutes, regulations, and the terms and conditions of federal awards; take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; promptly follow up and take corrective action on reported audit findings; and to prepare a summary schedule of prior audit findings and a separate corrective action plan. The summary schedule of prior audit findings should be available for our review subsequent to the start of fieldwork.

You are responsible for identifying all federal awards received and understanding and complying with the compliance requirements and for the preparation of the schedule of expenditures of federal awards (including notes and noncash assistance received, and COVID-19 related concepts, such as lost revenues, if applicable) in conformity with the Uniform Guidance. You agree to include our report on the schedule of

expenditures of federal awards in any document that contains and indicates that we have reported on the schedule of expenditures of federal awards. You also agree to include the audited financial statements with any presentation of the schedule of expenditures of federal awards that includes our report thereon or make the audited financial statements readily available to intended users of the schedule of expenditures of federal awards no later than the date the schedule of expenditures of federal awards is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal awards in accordance with the Uniform Guidance; (2) you believe the schedule of expenditures of federal awards, including its form and content, is stated fairly in accordance with the Uniform Guidance; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards.

You are also responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon or make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes): and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits or other studies related to the objectives discussed in the Audit Scope and Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

With regard to an exempt offering document with which Mauldin & Jenkins is not involved, you agree to clearly indicate in the exempt offering document that Mauldin & Jenkins is not involved with the contents of such offering document. In the event that Mauldin & Jenkins is requested to be involved with an exempt offering document, you agree that the aforementioned auditor's report or reference to Mauldin & Jenkins will not be included without our prior permission or consent. Furthermore, any agreement to perform work in connection with an exempt offering document, including an agreement to provide permission or consent, will be a separate engagement.

With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on your website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

You acknowledge the City of Gulfport will not utilize Mauldin & Jenkins, LLC to store documents, data, or records on behalf of the City in accordance with the "Hosting Services" (see ET section 1.295.143) interpretation of the AICPA Code of Professional Conduct. The City is solely responsible for maintaining its own data and records.

In that regard, SuraLink is used solely as a method of transferring data to Mauldin & Jenkins, LLC and is not intended for the storage of the City's information. All information you will provide through SuraLink is a copy and you will maintain original documents and data as part of your records.

Engagement Administration, Fees, and Other

We understand that your employees will prepare all cash or other confirmations we request and will locate any documents selected by us for testing.

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to electronically submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditors' reports, and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse. We will coordinate with you the electronic submission and certification. The Data Collection Form and the reporting package must be submitted within the earlier of 30 calendar days after receipt of the auditors' reports or nine months after the end of the audit period.

We will provide copies of our reports to the City of Gulfport, Mississippi; however, management is responsible for distribution of the reports and financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Mauldin & Jenkins and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to the Mississippi Office of the State Auditor or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Mauldin & Jenkins personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by a regulatory body. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party (ies) contesting the audit finding for guidance prior to destroying the audit documentation.

We expect to begin our audit immediately upon the completion of the September 30, 2022 audit and to issue our reports no later than July 31, 2024. David Irwin is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them. Our fee for the financial and compliance audit will be $89,000 for the year ended September 30, 2023. Our fee for the Single Audit will be $8,000 per major program that is required to be audited under the Uniform Guidance. Our hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees will be rendered as work progresses and are payable upon presentation. The above fees are based on anticipated cooperation from your personnel (including complete and timely receipt by us of the information on the respective client participation listings) and the assumption that unexpected circumstances (including scope changes) will not be encountered during the audit. If significant additional time is necessary, we will discuss it with management and arrive at a new fee estimate before we incur the additional costs.

As a result of our prior or future services to you, we might be requested or required to provide information or documents to you or a third party in a legal, administrative, arbitration, or similar proceeding in which we are not a party. If this occurs, our efforts in complying with such requests will be deemed billable to you as a separate engagement. We shall be entitled to compensation for our time and reasonable reimbursement for our expenses (including legal fees) in complying with the request. For all requests we will observe the confidentiality requirements of our profession and will notify you promptly of the request.

Reporting

We will issue written reports upon completion of our Single Audit. Our reports will be addressed to the Honorable Mayor and Members of the City Council for the City of Gulfport, Mississippi. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs to our auditor's report, or if necessary, withdraw from this engagement. If our opinions on the financial statements or the Single Audit compliance opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or to issue reports, or may withdraw from this engagement.

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will state (1) that the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (2) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The Uniform Guidance report on internal control over compliance will state that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal

control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Both reports will state that the report is not suitable for any other purpose.

We appreciate the opportunity to be of service to the City of Gulfport, Mississippi and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign below and return it to us.

Sincerely,

MAULDIN & JENKINS, LLC



David Irwin

RESPONSE:

This letter correctly sets forth the understanding of the City of Gulfport, Mississippi.

By: _____

Title: _____

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 6th day of February, 2024, the following Resolution:

A RESOLUTION BY THE GULFPORT CITY COUNCIL APPROVING LETTER OF AGREEMENT FOR PLANNING AND CONSULTING SERVICES WITH BRIDGE AND WATSON, INC., AND FOR RELATED PURPOSES

WHEREAS, the City of Gulfport desires to employ a consultant to perform professional and technical services in conjunction with the development of an updated Comprehensive Plan for the City of Gulfport; and

WHEREAS, Bridge and Watson, Inc., of Oxford, Mississippi, has presented its proposal of the work to be undertaken (See Exhibit "B" attached); and

WHEREAS, Bridge and Watson has agreed to perform the work outlined in the attached proposal according to the terms and conditions outlined in a proposed Letter of Agreement for Planning and Consulting Services, which is attached hereto as Exhibit "A", for consideration; and

WHEREAS, approval of the Letter of Agreement for Planning and Consulting Services between the City of Gulfport and Bridge & Watson, Inc., concerning the Comprehensive Plan is in the best interest of the City of Gulfport; and

WHEREAS, funding for this agreement shall be from the General Fund.

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 Letter of Agreement for Planning and Consulting Services between the City of Gulfport and Bridge & Watson, Inc., concerning the Comprehensive Plan 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, and funding for this Letter Agreement shall be from the General Fund.

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 Councilmember Roland, seconded by Councilmember Kosloski, and was adopted by the following roll call vote:

YEAS:	**NAYS:**	**ABSENT:**
Roland	**None**	**Casey**
Walker		**Holmes-Hines**
Sharp		
Flowers		
Kosloski		

WHEREUPON the President declared the motion carried and the Resolution adopted, this the 6th day of February, 2024.

CITY OF GULFPORT SEAL MISSISSIPPI

ATTEST:

Brittany Rodgers, Clerk of Council

ADOPTED:

F.B. "Rusty" Walker, IV, President

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 7th day of February, 2024.

APPROVED:

Billy Hewes, Mayor

LETTER OF AGREEMENT FOR
PLANNING AND CONSULTING SERVICES

THIS AGREEMENT is entered into by and between **BRIDGE & WATSON, INC.**, hereinafter called the CONSULTANT and **CITY OF GULFPORT, MISSISSIPPI,** hereinafter called the CITY.

1. The CITY does hereby employ the CONSULTANT to perform professional and technical services for: PREPARATION OF A COMPREHENSIVE PLAN AS DEFINED BY MISS. CODE ANN. 17-1-1.

2. The CONSULTANT hereby agrees to perform the above services in a diligent and competent manner in accordance with the standards applicable to this work. It is also acknowledged that this is a professional services agreement in which CONSULTANT shall at all times be acting as and considered an independent contractor (or independent contractors) with the City and not an employee or employees of the City or any of the City's servants, agents, or representatives.

3. The CITY shall compensate the CONSULTANT for professional services as stated below plus direct reimbursement of out-of-pocket expenses including travel, per diem expenses for personnel, purchased information and services, copies, graphic materials and other necessary expenses. The CITY acknowledges that this project will be undertaken as a joint effort between the CONSULTANT and Orion Planning and Design and their associates as subconsultants. Further, the CITY acknowledges that fees and expenses of the subconsultants will be billed to the CITY through the CONSULTANT.

4. The project approach, scope of work and estimated cost is identified in a proposal dated December 7, 2022, and a supplemental proposal dated January 8, 2024, both of which have been previously provided to the CITY are incorporated herein.

5. The CONSULTANT will submit monthly or periodic invoices to the CITY requesting payment. Such requests will be based upon the amount and value of work and services performed by the CONSULTANT and subconsultant and will be accompanied by an itemized statement of work performed. The CITY shall pay the CONSULTANT the total amount of the invoice within forty-five (45) days after receipt of the invoice. Nonpayment or payment less than the amount of the invoice within the specified time shall be cause for suspension of work by the CONSULTANT. The invoices will be based on the following rate schedule:

Hourly Rates for Bridge & Watson, Inc.:

Principal Planner:	$175.00/hr.
Associate Planner:	$125.00/hr.
Assistant Planner I:	$ 85.00/hr.
Planning Technician:	$ 60.00/hr.

Hourly Rates for Orion Planning and Design:

Partner:	$175.00/hr.
Senior Planner:	$125.00/hr.
Junior Planner:	$ 80.00/hr.

Miles driven will be billed based upon IRS standard business mileage rate.

6. The CITY may terminate or re-negotiate this letter of agreement at any time with written notification to the CONSULTANT. Termination or re-negotiation shall not relieve the CITY of any time or expenses accrued against the project at the time of termination or re-negotiation.

7. Any reports, information, data, memoranda, or documents in any form, electronic or otherwise, prepared or assembled by the CONSULTANT under this agreement shall be the property of the CITY, even if remaining with the CONSULTANT, and the CONSULTANT shall maintain confidential all of such information unless specifically authorized in writing by the CITY through its Mayor or Attorney.

8. The CITY'S point of contact with respect to this Agreement shall be the Director of Urban Development, Post Office Box 1780, Gulfport, Mississippi 39502; 2220 15th Street, Gulfport, Mississippi 39501; (228) 868-5790.

9. This Agreement shall take full force and effect only after it is approved by the Governing Authority for the CITY and signed by its duly authorized representative and the CONSULTANT.

IN WITNESS WHEREOF the CITY and the CONSULTANT have executed this Agreement this the_____day of _____, 2024.

CITY: CITY OF GULFPORT, MISSISSIPPI

BY: _____ WITNESS: _____

CONSULTANT: BRIDGE & WATSON, INC.

BY: _____ WITNESS: _____

Chris Watson, AICP Tim Youngblood

BRIDGE & WATSON INC
URBAN PLANNERS • CONSULTANTS • ADVISORS

Chris Watson, AICP
cwatson@planning-consultants.com

In Memoriam:
Michael L. Bridge (1938-2022)

Municipal Annexation Analysis
Comprehensive Planning
Subdivision Regulations
Expert Testimony
Redistricting
Mapping
Zoning
GIS

December 7, 2022

Mr. Billy Hewes, Mayor
Mr. Rusty Walker, Council President
Mr. Jeff Bruni, City Attorney
City of Gulfport
2309 15th Street
Gulfport, MS 39501

RE: Comprehensive Planning

Gentlemen:

Over the last several months I have had the opportunity to speak with some of you regarding Gulfport's need and desire to put in place a new comprehensive development plan. I appreciate your reaching out to me to provide a cost estimate for a project of this nature.

As you all know, Gulfport most recently engaged in a comprehensive planning effort beginning in 2008 with a draft plan being produced in February 2010. For reasons with which I am not familiar, Gulfport never adopted this 2010 plan. Our previous discussions have surrounded the concept of getting this 2010 plan to a point of adoption. Although the task sounds simple enough, there is much more than meets the eye.

After reviewing the 2010 plan, there are substantial updates needed. For example, two census cycles have occurred since the plan was drafted. Land uses have changed over time as significant development has occurred, particularly in north Gulfport. The city now has the influence of the aquarium to consider. New regional transportation plans have been developed since 2010, and certainly, the city has commissioned other studies since 2010 that would influence the comprehensive plan.

Important to the comprehensive planning process is that of public input. The plain language of the draft plan indicates there was significant public input, but because the plan never made it to adoption, it is unclear whether there was public buy-in or other political concerns impeding the plan's ultimate adoption. Although the law only requires a public hearing prior to the adoption of a comprehensive plan, I expect some level of public engagement will be needed for this process.

One thing I have mentioned to each of you is the concern that my current workload prevents me from moving on this project very quickly. In fact, it would probably be late summer of 2023 before I could make any appreciable progress and even then, the scale of this project is significant and as such, it would move slowly. Therefore, in order to provide the City of Gulfport with the best possible services in a timely manner, I proposed to associate a colleague and fellow consulting planner, Bob Barber, AICP, with Orion Planning and Design. Although we would divide the many tasks between our firms, I want you to know that I will be involved in every aspect of the project and would serve as project manager.

From a cost standpoint, the necessary updates I mentioned above are substantial in terms of time and effort to complete and are nearly equivalent to developing a completely new plan. Although there are surely some concepts and language that can be recycled from the 2010 plan, it would be difficult to assign a value in terms of how such would impact overall project cost. From a logistics standpoint, the City is not in possession of the native word processing or mapping files from which to even begin modifying the 2010 document. Therefore, I think the safest approach for your budgeting purposes is to treat this project as though we are starting from scratch and developing an entirely new plan.

I have consulted with Bob and we both agree a start-from-scratch planning project for Gulfport could cost approximately $250,000. Because of the potential to recycle parts of the 2010 plan, together with the potential for the project to proceed more efficiently than expected, I recommend that an hourly basis billing structure be utilized (as I do for all my projects with Gulfport). This approach protects both the city and the consultants from unknowns.

If this approach is acceptable to you, then I will be glad to provide our standard letter of agreement for your review and ultimate approval by the Council. Also, we will be more than happy to come down and meet with you all and introduce you to Bob Barber.

Please let me know if you have any questions, and I look forward to hearing from you regarding our next steps.

Sincerely,
Bridge & Watson, Inc.



Chris Watson, AICP

CEW/vs

BRIDGE & WATSON INC
URBAN PLANNERS • CONSULTANTS • ADVISORS

Chris Watson, AICP
cwatson@planning-consultants.com

In Memoriam:
Michael L. Bridge (1938-2022)

Municipal Annexation Analysis
Comprehensive Planning
Subdivision Regulations
Expert Testimony
Redistricting
Mapping
Zoning
GIS

January 8, 2024

Mr. Jeff Bruni, City Attorney
City of Gulfport
2309 15th Street
Gulfport, MS 39501

RE: Comprehensive Planning

Dear Jeff:

I am writing to you to provide additional information concerning the development of a new Comprehensive Plan for the City of Gulfport. I previously provided a proposal dated December 7, 2022 and subsequently you requested additional information. Specifically, you requested the following information:

1. A proposed schedule for this project with estimates of hours associated with each stage.
2. A timeline of how long this work will take along the various stages.
3. The hourly rates that would be associated with this effort.
4. What will be involved in terms of public hearings and Council involvement along the way.

I'm pleased to provide the following responses to your request for additional information. I have compiled a table that I believe contains much of the information you seek. Following the table below I provide additional information regarding your request.

Post Office Box 1482 ▪ 507 Heritage Dr., Ste. 201 ▪ Oxford, Mississippi 38655
Phone: (662) 234-0958 ▪ Fax: (662) 234-0997

City of Gulfport Comprehensive Plan Scope of Services		
Part 1: DISCOVERY AND STARTUP		
Part 1 focuses on organization and information collection. An Advisory Group should be created during this time and the plan brand introduced. The Planning team will also work with Staff to identify key stakeholders that should be engaged during the project and begin outreach to these individuals and groups as soon as possible.		
Task 1.1 – Establish Project Infrastructure		
a. Generate plan branding and project title (e.g. Envision Gulfport 2045). Existing Gulfport branding will be used as a baseline.		
b. Create project website and engagement plan.		
c. Advisory Group polling on initial priorities, perceptions and project direction.		
d. Establish plan templates. Layout and overall document design options will be presented and a basic template chosen.		
Milestone 1 – On site team Discovery orientation, introductory Advisory Group meeting to review the project, proposed schedule, results of initial committee polling and overall project sequencing, initial public engagement meeting.		
DELIVERABLES - Project branding, project calling cards, project website, document template		
Est. Cost for this Task: $10,000	**Est. Time to Complete – 1 Month**	**Est. Man Hours - 80**
Task 1.2 – Existing Plans and Studies Overview		
a. An inventory and overview of all existing and applicable plans and studies will be conducted to identify and leverage previous research and planning and strategically focus current planning. Strategic attention will be given to Gulfport's community governance organizations and structures.		
b. Develop summary of findings and conclusions.		
c. Develop and propose interim polices for critical areas needed to insure planning options until the conclusion of the planning process (i.e. interim overlay district, targeted moratorium, etc.)		
Est. Cost for this Task: $8,000	**Est. Time to Complete – 1 Month**	**Est. Man Hours - 65**
Task 1.3 – Existing Development Conditions Baseline Analysis		
a. Land use and build-out analysis - The land use and build-out analysis will establish the existing land use and development patterns in the City. Vacant Land will be identified by current zoning and capacity for future development will be forecast.		
b. Market and economic analysis - The Gulfport market and economy will be studied with emphasis on housing, current and future employment opportunity, retail market assessment, role in the region and forecast of future conditions.		
c. Demographic trends analysis - Demographic characteristics and trends will be studied to forecast likely changes in future growth trends and prospects.		
d. Mobility assessment - Gulfport's mobility systems (vehicular and non-vehicular) will be assessed to identify opportunities for connectivity, expansion or retrofit for place making.		
e. Natural environment assessment - Parks, waterfront, natural environmental features and hazardous mitigation needs will be assessed for current and future impact on development patterns, healthy functioning, and opportunity for rest and recreation.		
f. Community facilities - Gulfport community facilities, including schools, will be inventoried and assessed in the context of the city's overall development conditions.		
g. Report Synthesis - The above analysis will be synthesized into a single summary report (Power-Point format) which shall form the basis of the next phases of the project.		
DELIVERABLES – Baseline Summary Report (.ppt format) including findings and conclusions of the analysis of the components listed and a complete suite of mapping.		

Est. Cost for this Task: $62,000	Est. Time to Complete – 4 Months	Est. Man Hours - 500
Part 2: DIRECTION – VISIONING AND CONCEPT PLAN DEVELOPMENT		
Part 2 of the planning process will provide a significant opportunity for meaningful, hands-on involvement in creating the major conceptual plan components. The result of Phase 2 will be a working draft of goals, priorities, and policies as well as a concept plan that outlines future growth areas and types as well as future land use and general mobility infrastructure locations. Under the direction of staff and the Advisory Group, the Planning team will design the public engagement process from one of the two options below:		
a. Option 1 - Planning (Work Shop) Week - This on-site work session involves the presence of the planning team for approximately 4.5 days for intensive on-site community engagement and concept plan creation. The option requires strong teamwork between the city and the planning team. Typically, the city will provide the logistical arrangements, advertise the event, recruit participants and schedule the public events. The planning team will facilitate all workshops and interviews. Special effort will be made to make the meetings broadly inclusive.		
b. Option 2 - Neighborhood or area meeting series - In option 2, a series of three neighborhood or area meetings will be conducted to review the baseline report and to engage participants in hands-on planning of Gulfport. At the conclusion of the meeting series, results will be aggregated and reported back to the Advisory Group.		
Milestone 2 – Opening public engagement meeting, Advisory Group meeting, closing public engagement meeting.		
DELIVERABLES – Vision, Goals and Concept Plan		
Est. Cost for this Task: $93,000	**Est. Time to Complete – 6 Months**	**Est. Man Hours - 500**
Part 3: DESIGN-PLAN CREATION		
Part 3 involves the creation of the detailed comprehensive plan based on all previous steps of the process.		
a. Completion of draft plan - A draft plan to include community vision and planning principles, future land use and place types, and future mobility will be created incorporating and addressing project objectives.		
b. Review and Edits - Once submitted, the plan will be reviewed by staff and "red lined" for edits and adjustments. Edits will be returned to the planning team in a single red lined PDF.		
Milestone 3 – Advisory Group meeting to present the draft plan.		
DELIVERABLES – Draft Plan		
Est. Cost for this Task: $52,000	**Est. Time to Complete – 4 Months**	**Est. Man Hours - 420**
Part 4: IMPLEMENTATION		
Part 4 consists of creating the implementation component of the plan and the plan's adoption.		
a. Implementation strategies - Detailed strategies will be created that address how the plan is to be implemented. Provisions will include recommendations on policy with emphasis on recommended zoning amendments, catalytic projects, and best practices in the development process. Performance metrics will also be included.		
b. Public comment, final review and edits - The plan will be reviewed to incorporate final edits. Edits will be returned to the team in a single red lined PDF.		
DELIVERABLES – Final Plan		
a. Presentation to Planning Commission		
b. Presentation to City Council		
Est. Cost for this Task: $25,000	**Est. Time to Complete – 2 Months**	**Est. Man Hours - 200**

1. **Proposed schedule for this project with estimates of hours associated with each stage** and
2. **A timeline of how long this work will take along the various stages.**

In my previous correspondence I mentioned associating my colleague Mr. Bob Bober, FAICP to assist with this project. Bob and I both have heavy workloads and would not be able to begin the project until late Spring, 2024. Of course, some preliminary data gathering could be underway before then.

In the table above I provide an estimated time in months to complete each of the major tasks. Once we begin the project we anticipate progressing steadily until the project is complete. We expect this project to take 18 months to complete. As you can understand, there are elements of the project that we cannot control from a timing standpoint, such as the timeliness of responses to data requests or comment periods. Hopefully there will be no external influences that impact the timing.

Regarding the estimate of the number of hours associated with each stage of this project, I have included in the table above an estimate of the number of manhours necessary to complete the work.

3. **The hourly rates that would be associated with this effort.**

There are several employees associated with my firm and likewise Bob's firm has a number of employees. Thus, a variety of hourly rates will be associated with this project. The hourly rates of the various positions that would be involved in this project are:

Bridge & Watson, Inc.:
- Principal Planner - $175/hr.
- Associate Planner - $125/hr.
- Assistant Planner - $85/hr.
- Planning Technician - $60/hr.

Mr. Bob Barber (Orion Planning & Design):
- Partner - $175/hr.
- Senior Planner - $125/hr.
- Junior Planner - $80/hr.

4. **What will be involved in terms of public hearings and Council involvement along the way?**

We want the Council to be very involved in this planning process. Note in Part 1 we recommend the creation of an Advisory Group. We certainly expect the Councilmembers to have input as to the membership of the Advisory Group, and in fact we welcome Councilmembers to serve on the Advisory Group. However, we do not want to create a situation that may violate the Open Meetings Act. Council input will be very important as perhaps no one has as much cross sectional information about the communities of the city than Councilmembers. In short, Councilmembers can be as involved as they like.

Part 2 of the scope of services offers two forms of public engagement: a weeklong workshop or three neighborhood meetings. Either of these choices will involve public participation in a workshop format as opposed to a formal public hearing. Additionally, part 4 of the scope of services provides for the formal public hearing that is required by law.

Public engagement is a critically important step in developing a successful long-range plan. Public buy-in is the goal of public engagement, and having public support for the plan provides support to the Council going forward in implementing the plan.

I hope this information is helpful to you. Should you need anything further please don't hesitate to contact me.

Sincerely,
Bridge & Watson, Inc.

Chris Watson, AICP

CEW/vs

CC: Mr. Bob Barber, FAICP

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 6th day of February, 2024, the following Resolution:

RESOLUTION APPROVING MEMORANDUM OF AGREEMENT WITH THE MISSISSIPPI COAST TRANSPORTATION AUTHORITY, MEMORIAL HOSPITAL AT GULFPORT, AND HARRISON COUNTY, MISSISSIPPI REGARDING SUBMISSION OF APPLICATION TO THE US DEPARTMENT OF TRANSPORTATION, FEDERAL HIGHWAY ADMINISTRATION, FOR GRANT FUNDING FROM THE REBUILDING AMERICAN INFRASTRUCTURE WITH SUSTAINABILITY AND EQUITY (RAISE) GRANT PROGRAM, AND FOR RELATED PURPOSES

WHEREAS, the US Department of Transportation, Federal Highway Administration, has solicited projects for funding through the Rebuilding American Infrastructure with Sustainability and Equity ("RAISE") Grant Program that was established by Congress to help communities build transportation projects that have significant local or regional impact and improve safety and equity; and

WHEREAS, the Mississippi Coast Transportation Authority ("CTA"), a political subdivision of the State of Mississippi pursuant to *Miss. Code Ann.* § 21-27-11, *et seq.*, as amended, aspires to extend its fixed route bus services westward and, in order to accomplish that stated goal, a transportation related intermodal facility at or near property owned, managed, operated and overseen by Memorial Hospital at Gulfport ("Hospital"), a Community Hospital existing under the laws of the State of Mississippi and providing medical services to residents of the City and Harrison County, would serve as a pivotal connection point where the CTA's existing western route (CTA Route #38), which serves the Hospital, would intersect with new routes catering to the west; and

WHEREAS, the contemplated intermodal facility's design is intended to facilitate smooth passenger transfers between buses, accommodating brief overlaps in their schedules; and

WHEREAS, additionally, the proposed intermodal facility is intended to support a hospital campus bus circulator, enhancing the overall accessibility at and to and from the Hospital; and

WHEREAS, the CTA's requirements at the intermodal facility would include an indoor passenger waiting area, equipped with benches and restrooms; and

WHEREAS, this facility is envisioned to also be available to Hospital patients and patrons needing access to the campus bus circulator, which would provide dual functionality that not only optimizes space but also aligns with the overall utility of the transit hub, making it a vital component of the intermodal facility (the "Project"); and

WHEREAS, the CTA has proposed to accomplish the passenger transportation project with funds obtained via a RAISE Grant from the U. S. Department of Transportation; and

WHEREAS, the CTA will take the lead role in the design and construction of the project, aimed at enhancing the experience of the City's and County's residents, visitors, and tourists, and those seeking or receiving services at the Hospital; and

WHEREAS, to ensure the project's long-term success and sustainability, a cooperative agreement or similar type instrument will be established between the Hospital and the CTA for ongoing maintenance, support, and funding responsibilities, structured to operate independently of and without financial contributions from the City and County; and

WHEREAS, in recognition and consideration of the benefit and significant positive impact the project and its construction will have on the City, some of which will include the enhancement of the medical facilities located within the City as well as the enhancement of public transportation on the City's west side, the City, Harrison County, Mississippi, a political subdivision of the State of Mississippi, the Hospital and CTA desire to enter into a Memorandum of Agreement to establish the duties and obligations of each party with respect to the

aforementioned Project and to serve as a means to apply for RAISE grant funding in support of such a CTA intermodal facility located on property owned by the Hospital; and

WHEREAS, it is believed to be in the best interests of the City to enter into such a Memorandum of Agreement with the CTA, the Hospital, and Harrison County, in substantial form as is attached hereto as Exhibit "A."

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 Memorandum of Agreement attached hereto as Exhibit "A" be and the same is hereby approved and the Mayor (or his designee) is 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 Councilmember Roland, seconded by Councilmember Walker, and was adopted by the following roll call vote:

YEAS:	**NAYS:**	**ABSENT:**
Roland	**None**	**Casey**
Holmes - Hines		
Walker		
Sharp		
Flowers		
Kosloski		

WHEREUPON the President declared the motion carried and the Resolution adopted, this the 6th day of February, 2024.

CITY OF GULFPORT SEAL MISSISSIPPI

ATTEST:

Brittany Rodgers, Clerk of Council

ADOPTED:

F.B. "Rusty" Walker, IV, President

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 7th day of February, 2024.

APPROVED:

Billy Hewes, Mayor

STATE OF MISSISSIPPI
COUNTY OF HARRISON
FIRST JUDICIAL DISTRICT

MEMORANDUM OF AGREEMENT AMONG THE MISSISSIPPI COAST TRANSPORTATION AUTHORITY, MEMORIAL HOSPITAL AT GULFPORT, HARRISON COUNTY, MISSISSIPPI, AND THE CITY OF GULFPORT, MISSISSIPPI CONCERNING CERTAIN TRANSPORTATION IMPROVEMENTS ON PROPERTY OWNED BY MEMORIAL HOSPITAL AT GULFPORT, AND FOR OTHER RELATED PURPOSES

THIS MEMORANDUM OF AGREEMENT is entered into on the dates hereinafter set forth by and among the MISSISSIPPI COAST TRANSPORTATION AUTHORITY d/b/a COAST TRANSIT AUTHORITY, a political subdivision of the State of Mississippi pursuant to Miss. Code Ann. § 21-27-11, *et seq.*, as amended, (herein the "CTA"), MEMORIAL HOSPITAL AT GULFPORT, a Community Hospital established and existing under the laws of the State of Mississippi (herein the "Hospital"), HARRISON COUNTY, MISSISSIPPI, a political subdivision of the State of Mississippi pursuant to Miss. Code Ann. § 19-1-47, *et seq.*, as amended, (herein the "County"), and the CITY OF GULFPORT, MISSISSIPPI, a municipal corporation organized and existing according to the laws of the State of Mississippi (herein the "City") for the purposes and on the terms and conditions, and under the authority hereinafter set forth:

WHEREAS, the Hospital owns, manages, operates, and oversees numerous parking and transportation related facilities on property owned by the Hospital; and

WHEREAS, CTA aspires to extend its fixed route bus services westward and, in order to accomplish that stated goal, a transportation related intermodal facility at or near property owned, managed, operated and overseen by the Hospital has been assessed to serve as a pivotal

connection point where the CTA's existing western route (CTA Route #38), which serves the Hospital, would intersect with new routes catering to the west; and

WHEREAS, the design of such an intermodal facility would be intended to facilitate smooth passenger transfers between buses, accommodating brief overlaps in their schedules; and

WHEREAS, additionally, the proposed intermodal facility would look to support a hospital campus bus circulator, enhancing the overall accessibility at and to and from the Hospital; and

WHEREAS, the CTA's requirements at the intermodal facility would include a modest, indoor passenger waiting area, equipped with benches and restrooms; and

WHEREAS, this facility could also be utilized by Hospital patients and visitors needing access to the campus bus circulator, thereby providing dual functionality that not only optimizes space but also aligns with the overall utility of the transit hub, making it a vital component of the intermodal facility (herein, the "Project"); and

WHEREAS, the CTA has proposed to support the passenger transportation project with funds obtained via a RAISE Grant from the U. S. Department of Transportation; and

WHEREAS, the CTA will take the lead role in the design and construction of the Project, aimed at enhancing the experience of the City's and County's residents, visitors, and tourists, as well as patients and visitors to the Hospital; and

WHEREAS, to ensure the Project's long-term success and sustainability, a written cooperative or similar type formal agreement will ultimately be established between the Hospital and the CTA for ongoing maintenance, support, and funding responsibilities associated with the completed Project, structured to operate independently of and without financial contributions from the City and County; and

WHEREAS, it is expressly understood that the construction, operation, and maintenance of the Project will proceed without financial obligations from the City and County, underscoring the commitment of the Hospital and the CTA to manage the Project's financial responsibilities independently; and

WHEREAS, in recognition and consideration of the benefit and significant positive impact the Project and its construction will have on the respective parties, to include the enhancement of medical facilities located within the City and County as well as the enhancement of public transportation on the City's west side, the parties do find that it is in their respective best interests to enter into this Memorandum of Agreement on the terms and conditions set forth in this Agreement.

NOW THEREFORE, for the purposes hereinabove recited, the parties covenant and agree to enter into this agreement in order to effectuate the above stated purposes, recitations, understandings, and agreements.

1. **Terms of Agreement**. The parties agree that the above stated purposes, recitations, and understandings and the provisions herein encapsulate the terms of this Memorandum of Agreement. It is specifically acknowledged and agreed that the CTA shall lead the design and construction phases of the Project, with a separate written cooperative or similar type of formal agreement or agreements to be established between the Hospital and the CTA for any shared responsibilities involving the design and construction phases of the Project as well as for shared responsibilities among the Hospital and the CTA for maintenance, support, and funding post-completion, ensuring the Project's ongoing success and sustainability. Such agreement(s) will, among other things, detail the commitment of both said parties to manage these aspects without requiring financial contributions from the City and the County. It is further agreed that the parties hereto shall reasonably cooperate concerning efforts by the CTA and the Hospital to seek, request, or apply for funding in the names of such parties associated with the design, construction, oversight, and maintenance of the Project as well as for maintenance and operation of the facility and infrastructure contemplated to be completed as part of the Project, with such efforts to include, but not be limited to, grant funding applications submitted to federal and/or state agencies and other steps in the process to conclude the Project, with the similar understanding and agreement that these efforts will not require or result in financial contributions from the City or the County and that such assistance shall not be interpreted or construed to conflict with grants sought or received from the same or similar funding sources for other projects independently pursued by the City and/or the County.

2. **Term; Effective Date**. This Memorandum of Agreement shall be in full force and effect for a period commencing on the effective date hereof, as hereinafter provided, and running until October 31, 2070. The Effective Date hereof shall be the last date on which the following required events are completed: approval and execution of the Memorandum of Agreement by Resolution or Order adopted by the governing authorities of the CTA, the Hospital, the County, and the City.

3. **Amendments**. This Memorandum of Agreement may be amended by mutual consent of the parties hereto in writing and duly authorized by each parties' Governing Authority.

4. **Notices**. Official notice to the parties shall be to the mailing addresses identified below unless a change of address is provided to the parties in writing. Notice to the City shall be to: Mayor, City of Gulfport, 2309 15th Street, Gulfport, Mississippi 39501 with a courtesy copy to City Attorney at the same address. Notice to the CTA shall be provided to: Executive Director, Coast Transit Authority, 333 Debuys Road, Gulfport, Mississippi 39507. Notice to the County shall be provided to: County Administrator, Harrison County, Gulfport, Mississippi 39501. Notice to the Hospital shall be provided to: _____, Gulfport, Mississippi 39501. All official notices shall be in writing and served by First Class United States Mail, postage prepaid, or by hand delivery.

5. **Severance of Provisions**. In the event any provision or part of this Memorandum of Agreement shall be rendered or determined by any court of competent jurisdiction to be legally unenforceable, without legal authority, or in violation of any law or court decision, such provision or part shall be severed herefrom, and all remaining provisions and parts shall continue in full force and effect.

6. **Captions**. The captions, titles, or headings of each section or subsection hereof are included for identification purposes only and shall not control the context or interpretation of the section or subsection that it identifies.

7. **Counterparts**. This Memorandum of Agreement may be executed in more than one (1) counterpart, each of which shall constitute an original.

8. **Effect of Agreement**. Nothing in this Memorandum of Agreement waives, nullifies, rescinds, eliminates, or reduces in any way any immunity or exemption from liability afforded the parties under state or federal constitutional, statutory, or common law. It is further acknowledged and understood by the parties that nothing in this Memorandum of Agreement is meant or intended to convey, sell, or transfer any interest in land or title in or to any of the parties hereto or in or to anyone else and this Agreement therefore does not convey, sell, or transfer any such interests of any of the parties to anyone. In addition, if this Memorandum of Agreement or any part thereof is determined by any court of competent jurisdiction to violate any restrictions on title or restrictions or conditions associated with use concerning any properties in which any of the parties have any interest and which would operate so as to revert title or use of the property to anyone other than the respective party (or parties) hereto, then this Memorandum of Agreement shall then be void and of no effect.

9. **Liabilities**. Any liabilities, claims, demands, and actions arising out of and during the performance of this Memorandum of Agreement will be determined according to applicable laws. CTA and/or its contractors (and not the Hospital, County, or City) will be responsible for any and all claims, demands, actions, and liabilities arising out of the design, construction, and placement of the infrastructure and improvements described in this Memorandum of Agreement or otherwise contemplated herein and for any and all claims, demands, actions, and liabilities arising out of the use of the same during the term of this Agreement. Nothing in this Memorandum of Agreement in any way waives, nullifies, or limits any immunities afforded to or provided the parties under any statutory or decisional law or constitutional provision.

10. **Compliance with Applicable Regulations and Laws; Approval of Situs/Locations**. CTA acknowledges and understands that all parking and transportation infrastructure and improvements to be constructed by or on behalf of the CTA and of which it will have oversight, maintenance, or control and to be located on, over, above, or under property owned in whole or part by the Hospital, will be designed, constructed, and maintained in accordance with applicable and governing standards, regulations, and laws. CTA further acknowledges and agrees that the Hospital shall approve the location and situs of all infrastructure and improvements to be constructed or otherwise located on, above, or under any properties owned in whole or part by the Hospital. At present, the locations of the contemplated parking and transportation infrastructure and improvements are set out and shown in Exhibit "A" attached hereto, which locations are approved by the Hospital herein. Any changes to these locations must be pre-approved by the Hospital and incorporated as an addendum hereto. CTA further acknowledges that it shall comply with all regulations and laws applicable to the design, construction, placement, oversight, and maintenance of the Project and that nothing in this Agreement is meant to limit, waive, or nullify any of the same.

11. **Relationship of the Parties**. The parties agree and acknowledge that this Memorandum of Agreement does not create any separate legal or administrative entity, nor does it create any partnership, joint venture, or contractual relationship or any other or similar type relationship among them with respect to the CTA's design or construction of the parking and transportation infrastructure or improvements contemplated herein or with respect to the oversight, maintenance, or control of the same. It is further understood and agreed that the City, the County, the Hospital and the CTA are not an agent or representative of one or any of the parties hereto.

12. **Governing Law**. This Memorandum of Agreement will be construed in accordance with the laws of the State of Mississippi.

13. **Authority**. Actions taken by the parties with respect to approval and execution of this Memorandum of Agreement shall be by Resolution, Order, or Motion by the Governing Authority for each party.

WITNESS OUR SIGNATURES as duly authorized for, and on behalf of these parties on the dates indicated below.

CITY OF GULFPORT, MISSISSIPPI

By:_____ Attest:_____
Mayor City Clerk

Dated:_____, 2024

MISSISSIPPI COAST TRANSPORTATION AUTHORITY d/b/a COAST TRANSIT AUTHORITY

By:_____ Attest:_____
Signature Signature

Printed Name:_____ Printed Name:_____

Title:_____

Dated:_____, 2024

(SIGNATURES CONTINUED ON FOLLOWING PAGE)

HARRISON COUNTY, MISSISSIPPI

By:_____ Attest:_____
Signature Signature

Printed Name:_____ Printed Name:_____

Title:_____

Dated:_____, 2024

MEMORIAL HOSPITAL AT GULFPORT

By:_____ Attest:_____
Signature Signature

Printed Name:_____ Printed Name:_____

Title:_____

Dated:_____, 2024

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 6th day of February, 2024, the following Resolution:

A RESOLUTION BY THE GULFPORT CITY COUNCIL TO APPROVE MUTUAL AGREEMENT TO TERMINATE "MEMORANDUM OF INTERLOCAL COOPERATION AGREEMENT BETWEEN HARRISON COUNTY AND THE CITY OF GULFPORT FOR THE PROVISION OF AMBULANCE SERVICE," AND FOR RELATED PURPOSES

WHEREAS, in 1993, the City of Gulfport, Mississippi and Harrison County, Mississippi entered into an Interlocal Cooperation Agreement (the same being entitled "Memorandum of Interlocal Cooperation Agreement Between Harrison County and the City of Gulfport for the Provision of Ambulance Service") for the provision of ambulance services within the City of Gulfport; and

WHEREAS, on June 20, 2023, the City established an emergency medical service district ("EMS District") in accordance with Miss. Code Ann. § 41-59-51, *et seq.* for the purposes of overseeing and managing the provision of such services within its corporate limits; and

WHEREAS, the County, City of Gulfport, and all of the other incorporated areas within the County recently participated in a process to identify and select providers of ambulance services for each of the three (3) EMS Districts now located within the jurisdictional limits of the County, including the one established by the City of Gulfport; and

WHEREAS, as the circumstances have now changed since 1993, there is a need to terminate the aforesaid Interlocal Cooperation Agreement; and

WHEREAS, the said Interlocal Cooperation Agreement provides in Paragraph 9 thereof that the parties may terminate such Agreement by mutual written agreement; and

WHEREAS, the City's Governing Authority finds that it is in the best interests of the City that the proposed agreement attached hereto as Exhibit "A," which will terminate the aforesaid Interlocal Cooperation Agreement at 11:59 p.m. on February 29, 2024, should be approved and the Mayor or his designee authorized to execute the same on behalf of the City.

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 "Mutual Agreement to Terminate 'Memorandum of Interlocal Cooperation Agreement Between Harrison County and the City of Gulfport for the Provision of Ambulance Service'" be and the same is hereby approved in the form as is found in Exhibit "A" attached to this Resolution, and the Mayor (or his designee) is, hereby, authorized to execute the same on behalf of the City of Gulfport.

SECTION 3. That this resolution shall be in full force and effect upon passage. It shall be shall be spread on 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 Sharp, seconded by Councilmember Walker, and was adopted by the following roll call vote:

YEAS:	**NAYS:**	**ABSENT:**
Roland	**None**	**Casey**
Walker		**Holmes-Hines**
Sharp		
Flowers		
Kosloski		

WHEREUPON the President declared the motion carried and the Resolution adopted, this the 6th day of February, 2024.

CITY OF GULFPORT SEAL MISSISSIPPI

ATTEST:

Brittany Rodgers, Clerk of Council

ADOPTED:

F.B. "Rusty" Walker, IV, President

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 7th day of February, 2024.

APPROVED:

Billy Hewes, Mayor

WHEREUPON the President declared the motion carried and the Resolution adopted, this the 6th day of February, 2024.

CITY OF GULFPORT SEAL MISSISSIPPI

ATTEST:

Brittany Rodgers, Clerk of Council

ADOPTED:

RUSTY WALKER

F.B. "Rusty" Walker, IV, President

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 7th day of February, 2024.

APPROVED:

Billy Hewes, Mayor

STATE OF MISSISSIPPI

HARRISON COUNTY

FIRST JUDICIAL DISTRICT

MUTUAL AGREEMENT TO TERMINATE "MEMORANDUM OF INTERLOCAL COOPERATION AGREEMENT BETWEEN HARRISON COUNTY AND THE CITY OF GULFPORT FOR THE PROVISION OF AMBULANCE SERVICE"

The undersigned parties at the request of the City of Gulfport herein mutually agree to terminate the "Memorandum of Interlocal Cooperation Agreement Between Harrison County and the City of Gulfport for the Provision of Ambulance Service" that was executed in 1993 by the City of Gulfport, Mississippi and Harrison County, Mississippi regarding the provision of ambulance services, also generally referred to as "emergency medical services" or "EMS," with such termination to be effective at 11:59 p.m. on February 29, 2024.

IN WITNESS whereof, the parties hereto have made and executed this Mutual Agreement to Terminate on the dates in February of 2024, as reflected below.

CITY OF GULFPORT, MISSISSIPPI

BY:_____
BILLY HEWES, MAYOR OF
CITY OF GULFPORT, MISSISSIPPI

DATE:_____

ATTEST:_____
RASHIDA BELL, CITY CLERK

HARRISON COUNTY, MISSISSIPPI

BY:_____
MARLIN LADNER, PRESIDENT OF
HARRISON COUNTY BOARD OF
SUPERVISORS

DATE:_____

ATTEST:_____
ANGELA THRASH, CHANCERY 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 6th day of February, 2024, the following Resolution:

A RESOLUTION BY THE GULFPORT CITY COUNCIL TO APPROVE ORDER FORM WITH THOMSON REUTERS FOR ON-LINE LEGAL RESEARCH SERVICES FOR THE LEGAL DEPARTMENT, AND FOR RELATED PURPOSES

WHEREAS, to provide proper legal services to the City of Gulfport, the Legal Department requires access to a on-line legal research service; and

WHEREAS, the Legal Department has, for a number of years, utilized Westlaw, a Thomson Reuters and West Publishing Corporation product, as its on-line legal research service and desires to continue to do so; and

WHEREAS, in order to continue its use of Westlaw, it is necessary that the Order Form attached hereto as Exhibit "A" be approved and approval thereof is believed to be in the best interest of the City of Gulfport.

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

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

SECTION 2. That the Order Form relative to on-line legal research services by Westlaw be and the same is hereby approved as attached hereto as Exhibit "A", and the Mayor is authorized to execute the same on behalf of the City of Gulfport.

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 re

duced to writing and read by the Clerk, was introduced by Councilmember Sharp, seconded by Councilmember Walker, and was adopted by the following roll call vote:

YEAS:	NAYS:	ABSENT:
Roland	**None**	**Casey**
Holmes - Hines		
Walker		
Sharp		
Flowers		
Kosloski		

WHEREUPON the President declared the motion carried and the Resolution adopted, this the 6th day of February, 2024.

CITY OF GULFPORT SEAL MISSISSIPPI

ATTEST:

Brittany Rodgers, Clerk of Council

ADOPTED:

F.B. "Rusty" Walker, IV, President

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 7th day of February, 2024.

APPROVED:

Billy Hewes, Mayor

WEST ORDER FORM – For West Complete Print and ProView eBook Products Only
610 Opperman Drive, P.O. Box 64833
St. Paul, MN 55164-1803
Tel: 651/687-8000

THOMSON REUTERS

REQUIRED

Check West account status below as applicable: Rep Name & Number Print Contact: Chad Houghton / 6120540 Jose Carlos Manriquez

New ____ (NACI Form attached) **Existing with Increase Credit Limit** _____ (NACI Form attached)

Existing with no changes _____ **Existing with changes** X (Permanent name change must attach a Customer Name Change Form)

Acct # 1000100573 Quote # _____ PO # _____ Date 01/24/2024

Name/Subscriber GULFPORT CITY ATTORNEY Bill To Acct # 1000100573

Order Confirmation Contact Name Jennifer Jones

E-Mail jmjones@gulfport-ms.gov

Westlaw Password Contact Name (for password delivery) _____

E-Mail _____

IF NEEDED

Permanent Address Change _____ **One-Time Ship To** _____ **Additional Ship To** _____ **Additional Bill To** _____

Name _____ Attn: _____

Address _____ Suite/Floor _____

City _____ State _____ County _____ Zip _____

This Order Form is a legal document between Customer and West Publishing Corporation. West Publishing Corporation is referred to as "Thomson Reuters", "we" or "our" and Customer will be referred to as "you", or "I" or "Client".

Thomson Reuters General Terms and Conditions, apply to all products ordered, except print and is located at http://tr.com/TermsandConditions. The Thomson Reuters General Terms and Conditions for Federal Subscribers is located at legalsolutions.com/Federal-ThomsonReuters-General-Terms-Conditions.pdf. In the event that there is a conflict of terms between the Thomson Reuters General Terms and Conditions and this Order Form, the terms of this Order Form control. This Order Form is subject to our approval.

West Complete Print

Program ID: **WCMP**

Full Svc #	Print Products	List Charges	Other	Monthly Charges	Minimum Term (Months)
40666420	West Complete			$55.76	60 Months

See Attachment (988.dot) for print product detail, which is incorporated by reference.

During your subscription terms, you will receive subscription services consisting of automatic shipments of updates and supplements to the print product, including but not limited to pocket parts, pamphlets, replacement volumes, or loose-leaf pages, as available. For eBook products you will receive updates to the most current version of each edition of the eBooks which are available during your subscription term. If you terminate any West Complete Print products during the Minimum Term or subsequent Renewal Term, the Monthly Charges will not be adjusted. We will contact you if any of the titles are no longer commercially available. You will then have 60 days to choose a replacement title of equal or lesser value.

Your subscription is effective upon the date we process your order ("Effective Date") and Monthly Charges will be prorated for the number of days remaining in that month, if any. Your subscription will continue for the number of months listed in the Minimum Term column above counting from the first day of the month following the Effective Date. Your Monthly Charges during the first twelve (12) months of the Minimum Term are as set forth above. If your Minimum Term is longer than 12 months, then your Monthly Charges for each year of the Minimum Term are displayed in the Pricing Attachment (#1113) to the Order Form.

_____ **Initials for Automatic Renewal Term.** I understand that West will continue to provide subscription services for the products listed above after the Minimum Term. Each Automatic Renewal Term will be 12 months in length ("Automatic Renewal Term") and we will notify you of any changes to your Charges at least 60 days before each Automatic Renewal Term begins. Automatic Renewal Charges will be in effect the month before the Automatic Renewal Term starts. Either of us may cancel in writing at least 30 days before an Automatic Renewal Term starts.

For any ProView Enterprise products listed above: Upon termination, your right to access and use eBooks, including content and retention of content, will terminate, and West retains the right to delete any user notes that may be attached to terminated eBooks.

Your West sales representative will provide frequency of updates upon request. Transportation charges, returns and refunds information is in the "Miscellaneous" section below.

West Complete Print Renewals				
Sub Matl #	Print Products	Initial Renewal Year Monthly Charges	Renewal Effective Date	Renewal Term (Months)
40666551	West Complete			
Notes:				

Monthly Charges for the Initial Renewal Year are set forth above and begin on your Renewal Effective Date. The Renewal Term will continue for the number of months identified in the Renewal Term column above. If your Renewal Term is longer than 12 months, then your Monthly Charges for each year of the Renewal Term are displayed in the Pricing Attachment (#1113) to the Order Form.
During your subscription terms, you will receive subscription services consisting of automatic shipments of updates and supplements to the print product, including but not limited to pocket parts, pamphlets, replacement volumes, or loose-leaf pages, as available. For eBook products you will receive updates to the most current version of each edition of the eBooks which are available during your subscription term. If you terminate any of your West Complete Print products during any Renewal Term, the Monthly Charges will not be adjusted.

_____**Initials for Automatic Renewal Term.** I understand that West will continue to provide subscription services for the products listed above after the Minimum Term. Each Automatic Renewal Term will be 12 months in length ("Automatic Renewal Term") and we will notify you of any changes to your Charges at least 60 days before each Automatic Renewal Term begins. Automatic Renewal Charges will be in effect the month before the Automatic Renewal Term starts. Either of us may cancel in writing at least 30 days before an Automatic Renewal Term starts.
Your West sales representative will provide frequency of updates upon request. Transportation charges, returns and refunds information is in the "Miscellaneous" section below.

ProView eBook Users			
Last Name	First Name, M.I.	ProView eBook Product(s)	*Optional E-Mail Address

*An e-mail address is required only if an individual user prefers to receive his or her registration key to a personal e-mail address. If necessary, attach additional page(s) including full names, products and optional e-mail addresses.

ProView Enterprise IP Subscriptions. You certify your total number of attorneys (partners, shareholders, associates, contract or staff attorneys, of counsel, and the like), corporate users, personnel or full-time-equivalent students is indicated in the Order Form as the Unit of Pricing Type. Our pricing for ProView Enterprise IP banded products is made in reliance upon your certification. If we learn that the actual number is greater or increases at any time, we reserve the right to increase your charges as applicable.

Miscellaneous

1. Applicable Law. If you are a state or local governmental entity, your state's law will apply and any claim may be brought in the state or federal courts located in your state. If you are a non-governmental entity, this Order Form will be interpreted under Minnesota state law and any claim by one of us may be brought in the state or federal courts in Minnesota. If you are a United States Federal Government subscriber, United States federal law will apply and any claim may be brought in any federal court.

2. Charges, Payments & Taxes. You agree to pay all charges in full within 30 days of the date of invoice. You are responsible for any applicable sales, use, value added tax (VAT), etc. unless you are tax exempt. If you are a non-government subscriber and fail to pay your invoiced charges, you are responsible for collection costs including attorneys' fees.

3. Credit Verification. If you are applying for credit as an individual, we may request a consumer credit report to determine your creditworthiness. If we obtain a consumer credit report, you may request the name, address and telephone number of the agency that supplied the credit report. If you are applying for credit on behalf of a business, we may request a current business financial statement from you to consider your request.

4. Returns and Refunds. You may return a print or CD-ROM product to us within 45 days of the original shipment date if you are not completely satisfied. Assured Print Pricing, Library Savings Plan, West Complete, Library Maintenance Agreements, ePack, WestPack, Westlaw, CLEAR, Monitor Suite, ProView eBook, Software, West LegalEdcenter, Practice Solutions, TREWS, Peer Monitor and Data Privacy Advisor charges are not refundable. Please see http://static.legalsolutions.thomsonreuters.com/static/returns-refunds.pdf or contact Customer Service at 1-800-328-4880 for additional details regarding our policies on returns and refunds.

5. Cancellation Notice. Send your notice of cancellation to Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan MN 55123-1803.

6. Transportation Charges. Print and CD-ROM products are shipped F.O.B. origin. Transportation charges will be added for expedited shipments made at your request and for international product delivery. Expedited shipments and international product shipments will be charged at the then current carrier rates.

7. Product Specific Terms. The following products have specific terms which are incorporated by reference and made part of this Order Form if they apply to your order. They can be found at legalsolutions.com/ThomsonReuters-General-Terms-Conditions PST.pdf. If the product is not part of your order, the product specific terms do not apply. If there is a conflict between product specific terms and the Order Form, the product specific terms control.

- Campus Research
- CD-ROM
- Contract Express
- Hosted Practice Solutions
- ProView eBooks
- Time and Billing
- West km software
- West LegalEdcenter
- Westlaw
- Westlaw Doc & Form Builder
- Westlaw Paralegal
- Westlaw Patron Access
- Westlaw Public Records

8. Assignment. This Order Form is subject to our approval. You may not assign, sublicense or otherwise transfer this Order Form without our prior written consent.

ACKNOWLEDGMENT

I warrant that I am authorized to accept these terms and conditions on behalf of Subscriber.

Printed Name _____

Title _____

Date _____

Signature X _____

West Order Form Attachment
West Complete Additional Components
610 Opperman Drive, P.O. Box 64833
St. Paul, MN 55164-1803
Tel: 651/687-8000

THOMSON REUTERS

This Attachment is incorporated by reference into and made a part of the underlying Order Form.

Account #	1000100573	Account Name	GULFPORT CITY ATTORNEY

Sub/Full Svc #	Print Products	Quantity	New or Existing
12370848	FEDERAL CIV RULES HNDBK SUB	1	Keep
21061301	FED CIV JUD PROC & RULES SUB	2	Keep
41049829	MS CR S/F/FK V1&2-2A SUB	3	Keep
	LAPSE PRINT PRODUCTS		
39030210	MS LEGIS SERV DISCOUNTED SUB	1	Lapse

Monthly Pricing Attachment to Order Form



THOMSON REUTERS™

Monthly Pricing for New/Service Products

		Year 1	Year 2		Year 3		Year 4		Year 5	
Material #	Product/Service Name	Monthly Charge	Percent Increase	Monthly Charge	Percent Increase	Monthly Charge	Percent Increase	Monthly Charge	Percent Increase	Monthly Charge
40666420	West Complete	$ 55.76	4.00%	$57.99	4.00%	$60.31	4.00%	$62.72	4.00%	$65.23

Monthly Pricing for Renewal/Service Products

		Year 1	Year 2		Year 3		Year 4		Year 5	
Material #	Product/Service Name	Monthly Charge	Percent Increase	Monthly Charge	Percent Increase	Monthly Charge	Percent Increase	Monthly Charge	Percent Increase	Monthly Charge

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 6th day of February, 2024, the following Resolution:

A RESOLUTION OF THE GULFPORT CITY COUNCIL APPROVING PROPOSAL AND TERMS AND CONDITIONS WITH GRANICUS, LLC, AND FOR RELATED PURPOSES

WHEREAS, the City of Gulfport, Mississippi, utilizes the services of Granicus, LLC, to provide a mapping system in connection with City Works and other mapping applications throughout the City; and

WHEREAS, it is necessary to renew the City's subscription with Granicus, LLC (formerly Citysourced, Inc.) for a period of three years, as more fully set forth in the Memorandum of Purchasing Agent, Jessica Versiga, as a part of Exhibit "A" hereto; and

WHEREAS, in order to effectuate the renewal, approval of the attached Proposal (part of Exhibit "A" hereto) and the Terms and Conditions associated therewith (Exhibit "B" hereto) must be approved by the City's governing authority and executed and delivered on behalf of the City; and

WHEREAS, the City finds that approval and execution of the Proposal and the Terms and Conditions as found in Exhibits "A" and "B" attached hereto 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 Proposal and the Terms and Conditions as found in Exhibits "A" and "B", be and the same are 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 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 Councilmember Sharp, seconded by Councilmember Walker, and was adopted by the following roll call vote:

YEAS:	**NAYS:**	**ABSENT:**
Roland	**None**	**Casey**
Holmes - Hines		
Walker		
Sharp		
Flowers		
Kosloski		

WHEREUPON the President declared the motion carried and the Resolution adopted, this the 6th day of February, 2024.

CITY OF GULFPORT SEAL MISSISSIPPI

ATTEST:

Brittany Rodgers, Clerk of Council

ADOPTED:

F.B. "Rusty" Walker, IV, President

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 7th day of February, 2024.

APPROVED:

Billy Hewes, Mayor

PURCHASING DEPARTMENT

P.O. Box 1780
Gulfport, MS 39502
Phone: 228-868-5705
Fax: 228-868-0223

William H. Hardy Building
1410 24th Ave. 2nd Floor
Gulfport, MS 39501

MEMORANDUM

To: City Councilmembers
Mayor Billy Hewes

From: Jessica Versiga, Purchasing Agent

Date: January 25, 2024

RE: Granicus, LLC

Please see attached the proposal and agreement for Granicus, LLC. Granicus is formally known as CitySourced, Inc. On March 2, 2021 the City Council approved the subscription of CitySourced, Inc. for the annual subscription of Custom Geocoder. This is a mapping system that is currently used with City Works utilized throughout many departments in the city.

This agreement is for a 3-year subscription with an increase of 7% each year for the next three years.

Thank you for your consideration.

Granicus Proposal for Gulfport MS

ORDER DETAILS

Prepared By:	Francisco Garcia
Phone:	(730) 550-0686
Email:	francisco.garcia@granicus.com
Order #:	Q-317823
Prepared On:	09 Jan 2024
Expires On:	16 Jan 2024

ORDER TERMS

Currency:	USD
Payment Terms:	Net 30 (Payments for subscriptions are due at the beginning of the period of performance.)
Current Subscription End Date:	16 Jan 2024
Initial Order Term End Date:	16 Jan 2027
Period of Performance:	17 Jan 2024 - 16 Jan 2025

PRICING SUMMARY

The pricing and terms within this Proposal are specific to the products and volumes contained within this Proposal.

Renewing Subscription Fees			
Solution	**Billing Frequency**	**Quantity/Unit**	**Annual Fee**
Custom Geocoder: Subscription	Annual	1 Each	$4,086.59
CS Platform - Enterprise Plus: Subscription	Annual	1 Each	$18,824.40
		SUBTOTAL:	**$22,910.99**

FUTURE YEAR PRICING

Solution(s)	Period of Performance	
	17 Jan 2025 - 16 Jan 2026	17 Jan 2026 - 16 Jan 2027
Custom Geocoder: Subscription	$4,372.65	$4,678.74
CS Platform - Enterprise Plus: Subscription	$20,142.11	$21,552.06
SUBTOTAL:	**$24,514.76**	**$26,230.80**

PRODUCT DESCRIPTIONS

Solution	Description
Custom Geocoder: Subscription	Ongoing annual fee for swapping in customer's own instance of geocoder. (Must follow ArcGIS Online Patterns; SRID req. as well)
CS Platform - Enterprise Plus: Subscription	OneView Enterprise Plus Level Subscription, includes the OneView console and connection to OneView for Dynamics. Enterprise Plus includes the Serv ice Request and Knowledge Base Modules, and two integrations into third party Service Request Management Systems.

TERMS & CONDITIONS

- This quote, and all products and services delivered hereunder are governed by the terms located at https://granicus.com/legal/licensing, including any product-specific terms included therein (the "License Agreement"). If your organization and Granicus has entered into a separate agreement or is utilizing a contract vehicle for this transaction, the terms of the License Agreement are incorporated into such separate agreement or contract vehicle by reference, with any directly conflicting terms and conditions being resolved in favor of the separate agreement or contract vehicle to the extent applicable.
- If submitting a Purchase Order, please include the following language: The pricing, terms and conditions of quote Q-317823 dated 09 Jan 2024 are incorporated into this Purchase Order by reference and shall take precedence over any terms and conditions included in this Purchase Order.
- This quote is exclusive of applicable state, local, and federal taxes, which, if any, will be included in the invoice. It is the responsibility of Gulfport MS to provide applicable exemption certificate(s).
- Any lapse in payment may result in suspension of service and will require the payment of a setup fee to reinstate the subscription.

BILLING INFORMATION

Billing Contact:		**Purchase Order Required?**	[ ] - No [ ] - Yes
Billing Address:		**PO Number:** *If PO required*	
Billing Email:		**Billing Phone:**	

If submitting a Purchase Order, please include the following language:
The pricing, terms, and conditions of quote Q-317823 dated 09 Jan 2024 are incorporated into this Purchase Order by reference and shall take precedence over any terms and conditions included in this Purchase Order.

AGREEMENT AND ACCEPTANCE

By signing this document, the undersigned certifies they have authority to enter the agreement. The undersigned also understands the services and terms.

Gulfport MS	
Signature:	
Name:	
Title:	
Date:	

Master Subscription Agreement
US/Canada

This Master Subscription Agreement ("**Agreement**") is effective as of the date an Order or SOW (as defined below) commences ("**Effective Date**") between the party procuring Granicus Products and/or Services ("**Client**") and Granicus, LLC, a Minnesota Limited Liability Company ("**Granicus**").

1. **Definitions.** For the purpose of this Agreement, the following terms have the corresponding definitions:

"Content" means any material or data: (i) displayed or published on Client's website; (ii) provided by Client to Granicus to perform the Services; or (iii) uploaded into Products.

"Products" means the online or cloud subscription services, on premise software, and embedded software licensed to Client, and hardware components purchased by Client under this Agreement;

"IP Rights" means all current and future worldwide statutory or other proprietary rights, whether registered or unregistered, including but not limited to, moral rights, copyright, trademarks, rights in designs, patents, rights in computer software data base rights, rights in know how, mask work, trade secrets, inventions, domain or company names and any application for the foregoing, including registration rights.

"Order" means a binding proposal, written order, or purchasing document setting forth the Products made available to Client pursuant to this Agreement;

"Services" means the consulting, integration, installation, and/or implementation services to be performed by Granicus as described in the SOW;

"SOW" means a statement of work agreed to by the parties that references this Agreement and describes the Services and Deliverables provided as part of a Services engagement pursuant to the Services provisions set forth in this Agreement; and

2. **Intellectual Property Ownership and Use Rights.**

a) **Intellectual Property Ownership.** Granicus and its licensors own all IP Rights in the Products. Client and its authorized users have no right, title or interest in the Products other than the license rights expressly granted herein. All rights not expressly granted in the Products are reserved by Granicus or its licensors.

b) **License to Products.** Granicus hereby grants Client a non-exclusive, non-transferable license to access and use the Products identified in the Order during the Term set forth therein. In addition to the terms of this Agreement and the Order, product-specific license terms applicable to certain of the Products can be found at granicus.com/legal/licensing and are hereby incorporated into this Agreement

by reference. Granicus reserves all right, title and interest in and to all Granicus Products, including all rights not expressly granted to Client under this Agreement.

c) **Third Party Contractors.** Client may permit its third-party contractors to access and use the Products solely on behalf of and for the benefit of Client, so long as: (i) such contractor agrees to comply with this Agreement as if it were Client; (ii) Client remains responsible for each contractor's compliance with this Agreement and any breach thereof; and (iii) all volume or transaction-based use of the Products includes use by contractors. All rights granted to any contractor terminate immediately upon conclusion of the Services rendered to Client that give rise to such right. Upon termination of such rights, contractor will immediately cease all use of the Products and uninstall and destroy all confidential or proprietary Granicus information in its possession. Client will certify compliance with this section in writing upon Granicus' request.

d) **Data Sources.** Client may only upload data related to individuals that originates with or is owned by Client. Client shall not upload data purchased from third parties without Granicus' prior written consent and list cleansing Services provided by Granicus for an additional fee. Granicus will not sell, use, or disclose any personal information provided by Client for any purpose other than performing Services subject to this Agreement.

e) **Content.** Client can only use Products to share Content that is created by or owned by Client and/or Content for affiliated organizations, provided that use by Client for affiliated organizations is in support only, and not as a primary communication vehicle for such organizations that do not have their own license to the Products. Granicus is not responsible for any Content used, uploaded or migrated by Client or any third party.

f) **Advertising.** Client shall not use Products to promote products or services available for sale through Client or any third party without Granicus' prior written consent.

g) **Restrictions.** Client shall not:

(i) Use or permit any end user to use the Products to store or display adult content, promote illegal or immoral activities, send or store infringing, obscene, threatening or unlawful or tortious material or disrupt others use of the Products, network services or network equipment, including unsolicited advertising or chain letters, propagation of computer worms and viruses, or use of the Products to make unauthorized entry into any other device accessible via the network or Products;

(ii) Use the Products as a door or signpost to another server;

(iii) Disassemble, decompile, reverse engineer or make derivative works of the Products;

(iv) Rent, lease, lend, or host the Products to or for any third party, or disclose the Products to any third party except as otherwise permitted in this Agreement or an Order or SOW;

(v) Use the Products in violation of any applicable law, rule, or regulation, including violation of laws regarding the processing, use, or disclosure of personal information, or violation of any United States export control or regulation, United States embargo, or denied or sanctioned parties prohibitions; or

(vi) Modify, adapt, or use the Products to develop any software application intended for resale which uses or competes with the Products in whole or in part.

3. Term; Termination.

a) **Agreement Term.** This Agreement begins on the Effective Date and remains in effect for the period set out in the Order ("**Initial Term**"). Thereafter, this Agreement will continue in effect until all Orders or SOWs have expired or been terminated.

b) **Order Term.** Each Order will be effective on the date set out therein and will remain in effect during the Initial Term identified in such Order. Each Order will automatically renew for twelve (12) month terms (each, a "**Renewal Term**") unless either party gives the other party notice of non-renewal at least sixty (60) days prior to the end of the applicable Term of the Order. The Initial Term and all Renewal Terms are collectively, the "**Term**".

c) **SOW Term.** Each SOW will begin on the effective date of the SOW and will remain in effect until the Services are completed, this Agreement is terminated, or the termination date set out in the SOW (the **"Termination Date"**), whichever is later. If no specific Termination Date is designated in the SOW, Client may terminate the SOW upon thirty (30) days written notice to Granicus.

d) **Termination for Default.** Either party may terminate this Agreement or any Order or SOW by written notice if the other party commits a material breach of this Agreement or the applicable Order or SOW and fails to cure such breach within thirty (30) days after receipt of such notice, or an additional period of time as agreed to by the parties.

e) **Effect of Termination.** Upon expiration or termination of an Order or SOW for any reason: (i) Client's right to access and use the Products will immediately cease (except for perpetual licenses granted under an Order, which will continue to be governed by this Agreement for the duration of the license); (ii) Client will promptly remit any fees due to Granicus under all Orders and SOWs; (iii) Granicus will promptly

cease performance of any Services; and (iv) the parties will return or destroy any Confidential Information of the other party in its possession, and certify upon request to the other party of compliance with the foregoing. Client will have thirty (30) days from the expiration date of a subscription to extract or download any Content stored in the Products. Granicus has no obligation to retain any Content after such thirty (30)-day period nor is Granicus responsible for extracting the data on Client's behalf absent separate written agreement and the payment of additional fees.

f) **Survival.** Sections 4 (Fees, Payment), 9 (Confidentiality), 10 (Indemnification), 11 (Limitation of Liability), 13 (Governing Law) and any other clause that by its nature is intended to survive will survive termination of this Agreement indefinitely or to the extent set out therein.

4. Fees; Payment.

a) **Fees.** Client will pay all fees, costs and other amounts as specified in each Order or SOW. Annual fees are due upfront at the beginning of each annual term. Services fees and one-time fees are due according to the billing frequency specified in each Order or SOW. Granicus may suspend Client's access to any Products if there is a lapse in payment not remedied promptly upon notice to Client. A lapse in the Term of each Order or SOW will require the payment of a setup fee to reinstate the subscription. All fees are exclusive of applicable state, local, and federal taxes, which, if any, will be included in the invoice. It is Client's responsibility to provide applicable exemption certificate(s).

b) **Payment.** Client will remit payment of the fees due within thirty (30) days of receipt of an accurate invoice from Granicus or its authorized reseller, or if Client is subject to different payment terms imposed by applicable regulation, such required payment duration. Any disputed amounts will be identified in writing to Granicus within the payment period or be deemed accurate and payable. With respect to any amount due to Granicus which is not paid within thirty (30) days of an undisputed invoice, Granicus may apply interest at the rate of one and half percent (1.5%) per month, or such lesser amount required by law, assessed from the due date through the date of payment. Client acknowledges and agrees that orders placed by Client for Products and Services will be non-cancellable and the fees paid are non-refundable unless otherwise expressly stated in the Agreement.

c) **Purchase Orders.** Upon request, Granicus will reference a purchase order numbr on its invoices if Client provides the corresponding purchase order information to Granicus prior to generating the invoice. Client agrees that a failure to provide Granicus with purchase order information will not relieve Client of its obligations to provide payment in accordance with this section.

d) **Price Changes.** Subject to any price schedule or pre-negotiated fees to which this Agreement or an Order may be subject, Granicus will provide notice of any price changes at least ninety (90) days prior to the end of the current Term, which will become effective as of the next Renewal Term. Renewals at the same volume amount will not increase more than ten percent (10%) over the prior year's fees.

Purchases of additional Products will be at Granicus' then-current price and licenses, subject to volume or transaction metrics, and will be reviewed annually prior to commencement of the Renewal Term, with fees adjusted to cover increases in Client's use.

e) **Cooperative Purchasing.** To the extent permitted by law the terms of this Agreement may be extended for use by other municipalities, school districts and governmental agencies. Orders and SOWs entered into by such third parties are independent agreements between the third party and Granicus and do not affect this Agreement or any Order or SOW between Granicus and Client.

5. Client Responsibilities.

a) **Content.** Client will be solely responsible for the Content submitted to the Products and will comply with all laws, rules and regulations relating to the use, disclosure and transmission of such Content, including providing such to Granicus. Client represents and warrants it has the legal right to provide the Content to Granicus and that such use or disclosure does not violate the intellectual property, privacy or other legal rights of any third party. Client grants Granicus a limited, non-exclusive right during the Term to access and use the Content to provide the Products and Services. Content does not include user feedback related to the Products or Services, which Granicus is free to use without any further permission or consideration to Client. In addition, Content does not include data generated by use of the Products, including system data and data derived from Content in an aggregated and anonymized form, which may be used by Granicus for any and all business purposes including diagnostics and system and product improvements.

b) **Data Backup and Protection.** Client will maintain a back-up of any data or data files provided to Granicus. For certain Products, Granicus offers functionality that requires subscribers to enable password protection of subscriber profiles and associated data. Client assumes all responsibility for implementing and enforcing this security functionality in its sole discretion.

c) **Passwords.** Sign-on credentials used to access the Products are non-transferable. Client is responsible for keeping all passwords secure and for all use of the Products through Client's sign in credentials.

d) **Cooperation.** Client will provide any assistance reasonably required by Granicus to perform the Services, including timely review of plans and schedules for the Services and reasonable access to Client's offices for Services performed onsite.

e) **Third-Party Technology.** Client will be responsible for securing all licenses for third party technology necessary for Granicus to perform the Services (including the right for Granicus to use such technology) and will be responsible for the performance of any third-party providing goods or services to Client related to the Services, including such third party's cooperation with Granicus.

6. Support. Basic support and maintenance services provided to Client for Products ("Support") is included in the fees paid for the Granicus Product

subscription or maintenance during the Term and will be provided in accordance with the Service Level Agreement set forth at www.granicus.com/legal/licensing. Granicus may update its Support obligations under this Agreement, so long as the level of Support agreed to by the parties is not materially diminished due to such modification.

7. Representations; Warranties; Disclaimers.

a) **Representations.** Each Party represents that it has validly entered into this Agreement and has the legal power to do so.

b) **Warranties:**

(i) Each party warrants that it has the rights necessary to grant to the other party the licenses granted in this Agreement.

(ii) Granicus warrants that it will perform its obligations in a professional and workmanlike manner in accordance with industry standards.

(iii) Client's sole and exclusive remedy and Granicus ' sole obligation for breach of the warranties in this Section are as follows: (i) for a breach of the warranty in Section 7.b.(i), the indemnity in Section 10 of this Agreement; and (ii) for a breach of the warranty in Section 7.b.(ii) reperformance of the non-conforming Services, provided that Client notifies Granicus of a non-conformity in this Section during the thirty (30) day period following Granicus' completion of the applicable Services.

c) **Disclaimers.** EXCEPT AS EXPRESSLY STATED IN THIS THIS SECTION, THE PRODUCTS AND SERVICES ARE PROVIDED "AS IS" AND GRANICUS DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE. GRANICUS DOES NOT WARRANT THAT PRODUCTS OR SERVICES WILL MEET CLIENT'S REQUIREMENTS OR THAT THE OPERATION THEREOF WILL BE UNINTERRUPTED OR ERROR FREE.

8. Services.

a) Granicus will perform Services in accordance with this Agreement and the SOW. Granicus is not obligated to provide any Services unless set out in the SOW. Unless otherwise set out in the SOW or as agreed to by the parties the Services will be performed remotely. Any estimates provided in the SOW, including expected hours to complete the Services and any timeline provided by Granicus, are based on known functional requirements and technical environments as of the effective date of the SOW. Changes or delays in the work schedule originating with Client are subject to the project change procedure and may result in an increase in fees.

b) Granicus grants Client a non-exclusive, non-transferable, royalty-free, perpetual license to use the Deliverables on behalf of and for the benefit of Client independently and with the Products. Granicus retains all right, title and interest to

the Deliverables except for those rights expressly granted to Client and reserves all rights not otherwise expressly granted herein. Deliverables and Services are deemed accepted upon delivery unless otherwise set forth in a SOW. **"Deliverable(s)"** means any computer software, written documentation, reports or materials developed by Granicus specifically for Client pursuant to a SOW;

c) Any modifications to the Services must be in writing and signed by authorized representatives of each party. Granicus personnel performing Services at Client's offices will comply with Client's policies and procedures in effect at such location.

d) If agreed to by the Parties in the SOW, Client will also pay for all reasonable travel-related and out-of-pocket expenses incurred by Granicus in the performance of the Services in accordance with Client's travel and expense policy which will be provided to Granicus in writing (or Granicus' policy if none is provided by Client) and which will be billed monthly and due thirty (30) days following date of invoice.

9. Confidentiality. During performance of the Services, each party may receive Confidential Information of the other party.

a) **"Confidential Information"** means all confidential and/or trade secret information of either party (**"Disclosing Party"**), including but not limited to: (i) Granicus' Products; (ii) non-public information if it is clearly and conspicuously marked as "confidential" or with a similar designation at the time of disclosure; (iii) non-public information of the Disclosing Party if it is identified as confidential and/or proprietary before, during, or promptly after presentation or communication; and (iv) any information that should be reasonably understood to be confidential or proprietary given the nature of the information and the context in which disclosed, in each case that is disclosed to the other party (**"Receiving Party"**) or to which the Receiving Party gains access in connection with performance of the Services.

b) Subject to freedom of information, government transparency, or similar applicable law, each Receiving Party will receive and hold any Confidential Information in strict confidence and will: (i) protect and safeguard the Confidential Information against unauthorized use, publication or disclosure; (ii) not reveal, report, publish, disclose, transfer, copy or otherwise use any Confidential Information except as specifically authorized by the Disclosing Party; (iii) not use any Confidential Information for any purpose other than in performance of this Agreement; (iv) restrict access to Confidential Information to those of its advisors, officers, directors, employees, agents, consultants, contractors and lobbyists who have a need to know, who have been advised of the confidential nature thereof, and who are under express written obligations of confidentiality or under obligations of confidentiality imposed by law or rule; and (v) exercise at least the same standard of care and security to protect the confidentiality of the Confidential Information received by it as it protects its own confidential information, but no less than a reasonable degree of care.

c) If a Receiving Party is requested or required in a judicial, administrative, or governmental proceeding to disclose any Confidential Information, it will notify the

Disclosing Party as promptly as practicable so that the Disclosing Party may seek an appropriate protective order or waiver for that instance, unless such notification is prohibited by law or judicial order.

d) The foregoing obligations do not apply to information that: (i) is already public or becomes available to the public through no breach of this section; (ii) was in the Receiving Party's lawful possession before receipt from the Disclosing Party; (iii) is lawfully received independently from a third party who is not bound by a confidentiality obligation; or (iv) is independently developed by or on behalf of the Receiving Party without use of any Confidential Information.

e) Upon written request of the Disclosing Party, the Receiving Party agrees to promptly return or destroy all Confidential Information in its possession, and certify its destruction in writing, provided that the Receiving Party may retain a copy of the returned or destroyed items for archival purposes in accordance with its records retention policies and subject to this section.

f) Disclosing Party may be irreparably damaged if the obligations under this section are not enforced and as such may not have an adequate remedy in the event of a breach by Receiving Party of its obligations hereunder. The parties agree, therefore, that Disclosing Party is entitled to seek, in addition to other available remedies, an injunction restraining any actual, threatened or further breaches of the Receiving Party's obligations under this section or any other appropriate equitable order or decree.

10. Indemnification.

a) Granicus will defend, indemnify and hold Client harmless from and against all losses, liabilities, damages and expenses including reasonable attorney fees (collectively, "Losses") arising from any claim or suit by an unaffiliated third party that the Products or Deliverables, as delivered to Client and when used in accordance with this Agreement and the applicable Order or SOW, infringes a valid U.S. copyright or U.S. patent issued as of the date of the applicable Order or SOW (a "Claim").

b) To the extent permitted by applicable law, Granicus will have control of the defense and reserves the right to settle any Claim. Client must notify Granicus promptly of any Claim and provide reasonable cooperation to Granicus, upon Granicus' request and at Granicus' cost, to defend such Claim. Granicus will not agree to any settlement which requires acknowledgment of fault or an incurred liability on the part of an indemnified party not otherwise covered by this indemnification without indemnified party's prior consent. Client may elect to participate in the defense of any claim with counsel of its choosing at its own expense.

c) If the Products or Deliverables are subject to a claim of infringement or misappropriation, or if Granicus reasonably believes the Products or Deliverables may be subject to such a Claim, Granicus reserves the right, in its sole discretion, to:

(i) replace the affected Products or Deliverable with non-infringing functional equivalents; (ii) modify the affected Products or Deliverable to render it non-infringing; or (iii) terminate this Agreement or the applicable Order or SOW with respect to the affected Granicus Product or Deliverable and refund to Client any prepaid fees for the then-remaining portion of the Order or SOW Term.

d) Granicus will have no obligation to indemnify, defend, or hold Client harmless from any Claim to the extent it is based upon: (i) a modification to the Granicus Product or Deliverable by anyone other than Granicus; (ii) a modification made by Granicus pursuant to Client's required instructions or specifications or in reliance on materials or information provided by Client; (iii) combination with the Products or Deliverable with non-Granicus software or data; or (iv) Client's (or any authorized user of Client) use of any Products or Deliverables other than in accordance with this Agreement.

e) This section sets forth Client's sole and exclusive remedy, and Granicus' entire liability, for any Claim that the Products, Deliverables or any other materials provided by Granicus violate or infringe upon the rights of any third party.

11. Limitation of Liability.

a) EXCEPT FOR LIABILITY THAT CANNOT BE LIMITED OR EXCLUDED UNDER APPLICABLE LAW, UNDER NO CIRCUMSTANCES WILL EITHER PARTY BE LIABLE FOR ANY: (I) SPECIAL, INDIRECT, PUNITIVE, INCIDENTAL, OR CONSEQUENTIAL DAMAGES; OR (II) LOSS OR DAMAGE TO DATA, LOST PROFITS, SALES, BUSINESS, GOODWILL OR ANTICIPATED SAVINGS, WHETHER AN ACTION IS IN CONTRACT OR TORT (INCLUDING NEGLIGENCE) AND REGARDLESS OF THE THEORY OF LIABILITY, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

b) IN NO EVENT, EXCEPT FOR CLIENT'S OBLIGATIONS TO PAY AMOUNTS DUE UNDER THE ORDER OR SOW, OR GRANICUS' INDEMNIFICATION OBLIGATIONS SET FORTH IN SECTION 10 (INDEMNIFICATION), WILL EITHER PARTY'S MAXIMUM AGGREGATE LIABILITY FOR ALL CLAIMS ARISING IN CONNECTION WITH THIS AGREEMENT (IN TORT (INCLUDING NEGLIGENCE), CONTRACT OR OTHERWISE) EXCEED THE AMOUNT OF FEES PAID BY CLIENT TO GRANICUS IN THE SIX (6) MONTHS IMMEDIATELY PRECEDING THE DATE THE DAMAGED PARTY NOTIFIES THE OTHER PARTY IN WRITING OF THE CLAIM. HOWEVER, IF CLIENT HAS PAID NO FEES UNDER THE TERMS OF AN ORDER IN THE TWELVE (12) MONTH PERIOD PRECEDING THE DATE OF THE INCIDENT GIVING RISE TO THE CLAIM, THE AGGREGATE LIABILITY OF GRANICUS TO CUSTOMER FOR SUCH CLAIM SHALL NOT EXCEED FIVE THOUSDAND DOLLARS ($5,000).

12. General.

a) Force Majeure. With the exception of payment obligations, any delay in the performance by either party of its obligations hereunder will be excused when such delay in performance is due to any cause or event of any nature whatsoever beyond the reasonable control of such Party, including, without limitation, any act of God; any fire, flood, or weather condition; any computer virus, worm, denial of

service attack; any earthquake; any act of a public enemy, war, insurrection, riot, explosion or strike; provided, that written notice thereof must be given by such Party to the other Party within twenty (20) days after occurrence of such cause or event.

b) **Independent Contractor.** Each party is an independent contractor and employees of each party are not considered to be employees of the other party. No agency, partnership, joint venture or other joint relationship is created by this Agreement. The parties shall not make any commitments binding on the other or make any representation that they are acting for, or on behalf of, the other. Each party assumes full responsibility for the actions of its personnel while performing the Services and such party will be solely responsible for the supervision, daily direction, control of its personnel, and for the payment of all of their compensation and any taxes related thereto.

c) **Publicity.** Neither party will use the name of the other party in publicity releases or similar activity without the consent of the other party, except Granicus may include Client's name and logo in client lists and similar communications.

d) **Waiver.** No waiver of any breach of any provision of this Agreement or the SOW by either party or the failure of either party to insist on the exact performance of any provision of this Agreement or the SOW will constitute a waiver of any prior, concurrent or subsequent breach of performance of the same or any other provisions hereof, and no waiver will be effective unless made in writing.

e) **Notices.** Other than routine administrative communications, which may be exchanged by the Parties via email or other means, all notices, consents, and approvals hereunder will be in writing and will be deemed to have been given upon: (i) personal delivery; (ii) the day of receipt, as shown in the applicable carrier's systems, if sent via FedEx, UPS, DHL, or other nationally recognized express carrier; (iii) the third business day after sending by U.S. Postal Service, First Class, postage prepaid, return receipt requested; or (iv) sending by email, with confirmed receipt from the receiving party. Either Party may provide the other with notice of a change in mailing or email address in which case the mailing or email address, as applicable, for that Party will be deemed to have been amended. Client's mailing and email address are as set forth in the Order. The mailing and email address of Granicus is as follows:

Granicus
Contracts
408 St. Peter Street, Suite 600, Saint Paul, MN 55102

(651) 757-4154
contracts@granicus.com

f) **Severability.** If any provision of this Agreement, Order, or SOW, or portion thereof, is held to be invalid, illegal or unenforceable by a court of competent jurisdiction, such provision will be severed and the remaining provisions of the Agreement, Order or SOW will remain in full force and effect.

g) **Assignment.** Neither Party may assign, delegate, or otherwise transfer this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party (such consent not to be unreasonably withheld); provided that either Party may assign this Agreement with reasonable notice to the other party to an affiliate or to a successor in interest resulting from acquisition of all, or substantially all, of the assigning party's business by means of merger, stock or asset purchase, or otherwise. Any assignment or attempted assignment in violation of this Agreement will be null and void.

h) **Amendment.** This Agreement may not be amended or modified except by a written instrument signed by authorized representatives of both Parties.

i) **Applicable Law.** Each party will, at all times, exercise its rights and perform its obligations under this Agreement in compliance with all applicable law, rules, and regulations.

j) **Headings.** The various section headings of this Agreement are inserted only for convenience of reference and are not intended, nor will they be construed to modify, define, limit, or expand the intent of the Parties.

k) **No Third-Party Beneficiaries.** This Agreement is binding upon and insures solely to the benefit of the Parties hereto and their respective permitted successors and assigns; there are no third-party beneficiaries to this Agreement.

13. Governing Law. If Client is a public entity (a state or any agency or authority thereof, or county, city or town, public educational institution or other entity that serves a public purpose), this Agreement will be governed by and construed in accordance with the laws of the state in which the public entity is located, with venue being a court of competent jurisdiction within such state. If Client is the Federal government of the United States or any branch or agency thereof, this Agreement will be governed by the laws of the United States with venue being any Federal district court of competent jurisdiction. If Client is a private or commercial entity, this Agreement will be governed by the laws of the state of New York, without reference to the state's conflict of law principles, with exclusive jurisdiction of the state and federal courts located in the borough of Manhattan, New York, New York. If Client is located in Canada, this Agreement will be governed by the laws of the Province of Ontario with suit brought only in the General Division of the Ontario Court of Justice. No applicable principals of conflicts of laws, imputed terms of the Uniform

Commercial Code, or the United Nations Convention on contracts for the international sale of goods will apply to this Agreement.

14. Entire Agreement. This Agreement and Orders and SOWs governed by this Agreement constitutes the entire agreement between Granicus and Client, and supersedes all prior agreements, requests for proposals or pricing and the corresponding responses, understandings, representations or correspondence relevant to the subject matter hereof. Perpetual licenses granted to Client under prior agreements remain in full force and effect. Inconsistencies between documents will be resolved in the following order: (I) this Agreement; (ii) Orders and SOWs; (iii) all other purchase documents executed by the parties (except for any pre-printed or standard terms contained on purchase orders which shall have no force or effect); (iv) Granicus' response to Client's RFI, RFP, RFQ; and (v) Client's RFI, RFP, RFQ. If Client issues a purchase order, Granicus hereby rejects any additional or conflicting terms appearing on the purchase order or any other ordering materials submitted by Client. Client has not been induced to enter into this Agreement or the SOW by any representations or promises not specifically stated herein.

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 6th day of February, 2024, the following Resolution:

A RESOLUTION BY THE GULFPORT CITY COUNCIL TO APPROVE AWARD TO STEP ONE AUTOMOTIVE IN CONNECTION WITH THE REVERSE AUCTION FOR THE PURCHASE OF FIVE (5) POLICE PURSUIT VEHICLES, AND FOR RELATED PURPOSES

WHEREAS, the Procurement Office of the City of Gulfport conducted a "reverse auction" for the purchase of five (5) police pursuit vehicles for use by the Police Department; and

WHEREAS, four (4) auto dealers participated in the auction, with Premier Chrysler Dodge Jeep Ram having the lowest bid at $36,400.00 per vehicle; and

WHEREAS, subsequent to the close of the auction, Premier Chrysler Dodge Jeep Ram withdrew from the auction having determined that they were no longer able to sell the required vehicles at the price that it had bid; and

WHEREAS, the next two (2) lowest bidders then advised that they no longer had cars available that met the City's specifications, leaving Step One Automotive as the only remaining bidder at $36,900.00 per vehicle, all as more fully set forth in the Memorandum of Purchasing Agent, Jessica Versiga, which is attached hereto as Exhibit "A".

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 bid of Step One Automotive of $36,900.00 per vehicle be accepted and that the City be and it is hereby authorized to purchase five (5) police pursuit vehicles from Step One Automotive and that the Mayor (or his designee) is, hereby, authorized to execute and deliver any and all documents required to effectuate the purchase of said vehicles.

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 Councilmember Sharp, seconded by Councilmember Walker, and was adopted by the following roll call vote:

YEAS:	**NAYS:**	**ABSENT:**
Roland	**None**	**Casey**
Holmes - Hines		
Walker		
Sharp		
Flowers		
Kosloski		

WHEREUPON the President declared the motion carried and the Resolution adopted, this the 6th day of February, 2024.

CITY OF GULFPORT SEAL MISSISSIPPI

ATTEST:

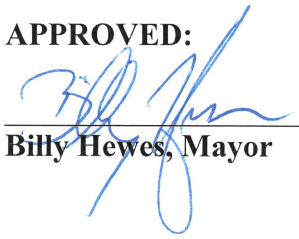
Brittany Rodgers, Clerk of Council

ADOPTED:

F.B. "Rusty" Walker, IV, President

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 7th day of February, 2024.

APPROVED:



Billy Hewes, Mayor

PURCHASING DEPARTMENT

P.O. Box 1780
Gulfport, MS 39502
Phone: 228-868-5705
Fax: 228-868-0223

William H. Hardy Building
1410 24th Ave. 2nd Floor
Gulfport, MS 39501

MEMORANDUM

To: City Councilmembers
Mayor Billy Hewes

From: Jessica Versiga, Purchasing Agent

Date: February 6, 2024

RE: Reverse Auction
Police Pursuit Vehicles - Police

The Purchasing Department performed a Reverse Auction of five (5) 2023 Police Pursuit Vehicles for the Police Department. We had four (4) bidders with Premier CDJR being the lowest at $36,400.00 per vehicle. After winning the reverse auction, Premier CDJR decided that they were no longer able to sell the vehicles as agreed upon in the reverse auction. We checked with the other bidders in order and the only vendor that still had vehicles to sell was Step One Automotive at $36,990.00 per vehicle. We request permission to purchase the five (5) vehicles from Step One Automotive.

This purchase will be funded by the Police Departments FY24 budget as well as grant funds.

Attached is the reverse auction bid tabulation for your review.

Thank you for your consideration.

CITY OF GULFPORT
FIVE (5) POLICE PURSUIT VEHICLES

Lot Start Date / Time	Jan 26, 2024 10:00 AM US/Central
Lot End Date / Time	Jan 26, 2024 10:39 AM US/Central

BID SUMMARY

Company	Unit Price	Qty	Total Price	Bidding Time	Delivery Lead Time
Premier CDJR	$ 36,400.00	5	$ 182,000.00	10:35:03 AM	2 Days
Kirk Auto World	$ 36,450.00	5	$ 182,250.00	10:32:18 AM	10 days
Cannon Motors	$ 36,700.00	5	$ 183,500.00	10:26:41 AM	7 Days
Step One Automotive	$ 36,990.00	5	$ 184,950.00	10:21:11 AM	30 days

FULL BID HISTORY

Company	Unit Price	Qty	Total Price	Bidding Time	Delivery Lead Time
Premier CDJR	$ 36,400.00	5	$ 182,000.00	10:35:03 AM	2 Days
Kirk Auto World	$ 36,450.00	5	$ 182,250.00	10:32:18 AM	10 days
Kirk Auto World	$ 36,498.99	5	$ 182,494.95	10:32:01 AM	10 days
Kirk Auto World	$ 36,499.31	5	$ 182,496.55	10:31:46 AM	10 days
Premier CDJR	$ 36,475.00	5	$ 182,375.00	10:27:16 AM	2 Days
Cannon Motors	$ 36,700.00	5	$ 183,500.00	10:26:41 AM	7 Days
Premier CDJR	$ 36,525.00	5	$ 182,625.00	10:23:42 AM	2 Days
Step One Automotive	$ 36,990.00	5	$ 184,950.00	10:21:11 AM	30 days
Step One Automotive	$ 37,191.00	5	$ 185,955.00	10:20:43 AM	30 days
Step One Automotive	$ 37,291.00	5	$ 186,455.00	10:19:11 AM	30 days
Step One Automotive	$ 37,891.00	5	$ 189,455.00	10:18:06 AM	30 days
Kirk Auto World	$ 36,500.00	5	$ 182,500.00	10:17:56 AM	10 days
Premier CDJR	$ 36,550.00	5	$ 182,750.00	10:12:53 AM	2 Days
Premier CDJR	$ 36,650.00	5	$ 183,250.00	10:12:27 AM	2 Days
Premier CDJR	$ 36,700.00	5	$ 183,500.00	10:12:07 AM	2 Days
Kirk Auto World	$ 36,600.00	5	$ 183,000.00	10:11:23 AM	10 days
Premier CDJR	$ 36,750.00	5	$ 183,750.00	10:10:02 AM	2 Days
Premier CDJR	$ 37,000.00	5	$ 185,000.00	10:09:03 AM	2 Days
Premier CDJR	$ 37,200.00	5	$ 186,000.00	10:08:56 AM	2 Days
Premier CDJR	$ 37,500.00	5	$ 187,500.00	10:08:40 AM	2 Days
Premier CDJR	$ 38,000.00	5	$ 190,000.00	10:08:18 AM	2 Days
Premier CDJR	$ 39,000.00	5	$ 195,000.00	10:07:59 AM	2 Days
Premier CDJR	$ 40,000.00	5	$ 200,000.00	10:07:38 AM	2 Days
Premier CDJR	$ 41,000.00	5	$ 205,000.00	10:07:28 AM	2 Days
Premier CDJR	$ 41,500.00	5	$ 207,500.00	10:07:19 AM	2 Days
Premier CDJR	$ 42,000.00	5	$ 210,000.00	10:07:01 AM	2 Days
Cannon Motors	$ 38,100.00	5	$ 190,500.00	10:05:14 AM	7 Days
Kirk Auto World	$ 36,800.00	5	$ 184,000.00	10:04:48 AM	10 days
Premier CDJR	$ 42,500.00	5	$ 212,500.00	10:04:07 AM	2 Days

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 6th day of February, 2024, the following Resolution:

A RESOLUTION OF THE GULFPORT CITY COUNCIL APPROVING SOFTWARE SERVICE AGREEMENT WITH BLAZESTACK, INC., AND FOR RELATED PURPOSES

WHEREAS, the City of Gulfport, to facilitate fire investigative report preparation and storage/retrieval, the Fire Department desires to replace its current software with Blazestack, a web/cloud-based software that provides more efficient investigation case management; and

WHEREAS, the Fire Department has requested approval of the Software Services Order Form and SAAS Services Agreement between the City and Blazestack, Inc., which are attached hereto as a part of Exhibit "A"; and

WHEREAS, the City finds that approval and execution of the Software Services Order Form and SAAS Services Agreement, as found at Exhibit "A" hereto, 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 Software Services Order Form and SAAS Services Agreement between the City of Gulfport and Blazestack, as attached hereto as Exhibit "A", be and the same is hereby approved to the extent that it complies with Mississippi law, 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 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 Councilmember Sharp, seconded by Councilmember Walker, and was adopted by the following roll call vote:

YEAS:	**NAYS:**	**ABSENT:**
Roland	**None**	**Casey**
Holmes - Hines		
Walker		
Sharp		
Flowers		
Kosloski		

WHEREUPON the President declared the motion carried and the Resolution adopted, this the 6th day of February, 2024.

CITY OF GULFPORT SEAL MISSISSIPPI

ATTEST:

Brittany Rodgers, Clerk of Council

ADOPTED:

F.B. "Rusty" Walker, IV, President

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 7th day of February, 2024.

APPROVED:

Billy Hewes, Mayor

PURCHASING DEPARTMENT

P.O. Box 1780
Gulfport, MS 39502
Phone: 228-868-5705
Fax: 228-868-0223

William H. Hardy Building
1410 24th Ave. 2nd Floor
Gulfport, MS 39501

MEMORANDUM

To: City Councilmembers
Mayor Billy Hewes

From: Jessica Versiga, Purchasing Agent

Date: January 19, 2024

RE: Blazestack Fire Investigation Software

Please see attached a Software Service Agreement with Blazestack, Inc. The Fire Department asks permission to enter into this agreement for the Fire Investigation Case Management Software. They are currently using a software that is not working for the needs of the department.

This is a web/cloud-based software that will replace the investigations module by ImageTrend currently utilized by the department.

Thank you for your consideration.

BLAZESTACK

SOFTWARE SERVICES ORDER FORM AND SAAS SERVICES AGREEMENT

This Software Services Order Form and SAAS Services Agreement (this "**Agreement**") is between Blazestack Inc., a Texas corporation with mailing address of POB 160266, Austin, TX 78716 ("**Blazestack**"), and "**Customer**" identified immediately below.

CUSTOMER INFORMATION:

City of Gulfport Fire Department
("Customer") with offices at:
1515 23rd Ave Gulfport, MS 39501
228.868.5950

SERVICE FEE AND TERM:

SERVICE, SERVICE LEVEL, USER-SEATS & CASE VOLUME,	INITIAL ANNUAL SERVICE FEE & TERM	EFFECTIVE DATE & DUE DATE	RENEWAL DATE
Fire Investigation Case Management Software Platinum Plan Special User-Seats: 6 Annual Case Volume: 100	$6,200 for 12-month term	01/15/2024	01/15/2025; automatic annual renewal into 12-month term unless Customer provides Blazestack 30 days prior written notice of non-renewal.

STANDARD SUPPORT:

Blazestack will provide Technical Support to Customer via both telephone and electronic mail Monday through Friday during the hours of 9:00AM through 5:00PM Central Time, with the exclusion of federal holidays ("Support Hours"). Customer may initiate a helpdesk ticket during Support Hours by calling (855) 735-6673 or any time by emailing support@blazestack.com.

Company will use commercially reasonable efforts to respond to all helpdesk tickets within one (1) business day.

SERVICE INFORMATION:

Service Fee includes implementation, support and 100 GB of Case Media Storage. (Additional case media storage capacity can be added at a cost of $100/year per each additional 100 GB. Blazestack will provide notice when storage capacity reaches 50%.)

Blazestack Inc.
907 Ranch Rd 620 S # 302, Lakeway, TX 78734
hello@blazestack.com
(855) 735-6673

BLAZESTACK

This Agreement is entered into on the "Effective Date" listed above, between Blazestack and Customer.

This Agreement consists of the above Order Form, as well as the attached Terms and Conditions and contains, among other things, warranty disclaimers, liability limitations and use limitations. There shall be no force or effect to any different terms of any related purchase order or similar form provided by Customer.

BLAZESTACK:

Name: Randy Elmore
Title: CEO
Email: randy@blazestack.com

CUSTOMER:

Name: Billy Hewes
Title: Mayor
Email: bhewes@gulfport-ms.gov

TERMS OF SERVICE

These Terms of Service is between Blazestack Inc., a Texas corporation (collectively, "Blazestack"), and the entity identified on the applicable Order Form ("Customer"). The Agreement is effective as of the date in the applicable Order Form ("Effective Date").

1. DEFINITIONS

Capitalized terms have the meanings described in this section or in the body of the Agreement.

"Agreement" means these Terms of Service and the relevant Order Form.

"Annual Case Volume" means maximum number of Cases entered into the system by Customer's Users per year.

"Case" means one individual incident at a specific location.

"Customer Data" means all electronic data or information that Customer submits to the Service or is submitted on behalf of Customer as well as all Generated Data, as defined in Section 2.2, except to the extent of any data, information, or intellectual property owned by Company or a third-party.

"Order Form" means a Blazestack ordering document that references these Terms of Service, whether online or via a separate form.

"Report" means any report, analysis, content, survey, opinion, photo, technique, hypothesis, finding, study relating to any fire investigation prepared by Customer and/or User.

"Service" means Blazestack's proprietary fire investigation software accessible through the internet, that is intended for use in the investigation of fire.

"Term" means the period of Customer's subscription to the Service as specified in an Order Form, unless terminated earlier under Section 7 (Term and Termination).

"Third-Party Products" means any products or services not developed by Blazestack.

"User" means a single, unique authorized individual of the Customer that uses the Service on Customer's behalf.

"User-Seat" is a license for one User to use the Service.

2. SERVICE AND SUPPORT

2.1. Provision of Service. Blazestack shall provide Customer with access to the Service for the number of User-Seats specified on the Order Form during the Term, or if not specified a reasonable amount of Users in the sole discretion of Blazestack.

2.2. Use of Service. Customer shall use the Service and the data generated by the Service ("Generated Data") only for fire investigation purposes.

2.3. System Requirements. Customer shall meet the minimum system requirements for access to the Service, currently set forth at the end of this Agreement but subject to change by Blazestack on a reasonable basis. Blazestack shall provide written notification to Customer for any changes to the minimum system requirements.

2.4. Third-Party Products. Blazestack may offer Customer the ability to use Third Party Products with the Service, subject to Customer's agreement with any applicable terms and conditions for those Third-Party Products.

3. RESPONSIBILITES AND RESTRICTIONS

3.1. Blazestack Responsibilities. Blazestack shall: (i) provide Customer with access to the Service in accordance with this Agreement and all applicable laws; and (ii) provide the Service with a minimum of 99.0% Uptime during any calendar month, except Blazestack shall have 2 business days to restore availability after any downtime. "Uptime" means the availability of the Service, excluding lack of availability due to Customer or third-party causes, downtime for maintenance, or a Force Majeure Event.

3.2. Customer Responsibilities. Customer shall: (i) ensure Users to comply with this Agreement; (ii) ensure that any firewalls or other security measures are properly configured to allow Blazestack internet traffic on the necessary IP addresses and ports; (iii) whitelist any and all *.blazestack.com domains and *@blazestack.com email addresses, and disable any ad blockers, pop-up blockers, content filters, or any other technologies that may interfere with Blazestack security or User usability, in order to enable proper functioning of the Service; (iv) cooperate with Blazestack so that Blazestack can provide the Service; (v) be responsible for the Customer Data including the accuracy, completeness, and legality of the Customer Data; (vi) prevent unauthorized access or use of the Service and promptly notify Blazestack if Customer discovers or reasonably believes any unauthorized access or use has occurred; (vii) use the Service in accordance with this Agreement and applicable laws; and (viii) create Reports in accordance with industry standards. Furthermore, the Customer is responsible for the results of the use of the Service, including any and all Reports, and hereby acknowledges to the Company that (a) Customer is solely responsible for any such use of Report and (b) the Company is not certifying or validating any portion of the Report.

3.3 Restrictions. Only Users may use the Service and only with the account credentials issued to that User by the Customer. Users may not share their account credentials. Customer shall not, and shall not permit any third party to: (i) use the Service except as expressly authorized under this Agreement; (ii) interfere with or disrupt the integrity or performance of the Service; (iii) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer or otherwise make the Service available; (iv) remove any title, trademark, copyright, or restricted rights notices or labels from the Service; (v) modify or create a derivative work of the Service or any portion of the Service; (vi) reverse engineer, disassemble, decompile, decode, adapt or otherwise attempt to derive or gain access to the source code, object code or underlying structure or algorithms of the Service; (vii) access or attempt to access or use the Services for purposes of competitive analysis of the Services or the development, provision, or use of a competing software service or product; or (viii) copy, record, screenshot, or otherwise capture any aspect of the Service in any medium without the prior written consent of Blazestack.

4. FEES

4.1. Fees. Customer shall pay all fees specified in all Order Forms ("Fees"). Fees are quoted and payable in United States dollars and are non-refundable, except as described in Section 7 (Term and Termination). Acceptable forms of payment are limited to credit card, ACH, wire transfers and physical check, provided that Blazestack may change acceptable forms of payment upon thirty (30) days' notice to the Customer. User-Seats purchased but not utilized during the Term are not eligible for refunds.

4.2. Taxes. Fees are exclusive of all taxes, including any applicable sales, excise, or use taxes ("Taxes"). Customer shall pay any Taxes directly or to Blazestack, as required by law. If Customer is exempt from paying Taxes, Customer shall provide Blazestack with a valid tax exemption certificate.

Blazestack Inc.
907 Ranch Rd 620 S # 302, Lakeway, TX 78734
hello@blazestack.com
(855) 735-6673

4.3. Invoicing and Payment. Blazestack shall invoice Customer according to the terms on the Order Form. Unless the Order Form states otherwise, Fees are due upon receipt of invoice (the "Due Date"). Customer shall provide Blazestack with complete and accurate billing and contact information and promptly notify Blazestack of any changes throughout the Term.

4.4. Overdue Fees. If Blazestack does not receive all Fees by the applicable Due Date, Blazestack may charge a late fee on the unpaid balance at the lesser of 1.5% per month or the maximum lawful rate, starting from the date the payment was due until the date paid. Customer shall also reimburse Blazestack for all reasonable costs incurred in collecting any amounts not paid when due, including any attorneys' fees. Blazestack reserves all rights and available remedies to collect overdue Fees from Customer, including but not limited to suspending Customer's access to the Service until all Fees are paid.

5. CONFIDENTIALITY

5.1. Definition. "Confidential Information" means oral, electronic, or written information disclosed by a party, whether designated confidential or not, or that a reasonable person would know it was confidential based upon the nature or content of the information or the circumstances of its disclosure.

Blazestack Confidential Information includes, but is not limited to, information pertaining to the features, functionality, any testing, and performance of the Service, pricing, and this Agreement as well as Feedback. Confidential Information does not include information that: (i) is now or becomes generally known or available to the public without breach of this Agreement by the receiving party (the "Recipient"); (ii) was acquired by the Recipient without restriction on its use or disclosure before the information was received from the disclosing party (the "Discloser"); (iii) is obtained by the Recipient without restriction on its use or disclosure from a third party authorized to make the disclosure; or (iv) is independently developed by the Recipient without using or referring to the Discloser's Confidential Information.

5.2. Protection of Confidential Information. The Recipient may only use the Discloser's Confidential Information in relation to this Agreement. The Recipient shall maintain the confidentiality of the Discloser's Confidential Information with at least the same degree of care that it uses to protect its own confidential and proprietary information (including but not limited to maintaining reasonable administrative, physical, and technical safeguards) and no less than a reasonable degree of care. Each party has the right to seek an injunction (without having to post a bond) to prevent any breach or continued breach of this section.

5.3. Compelled Disclosure. If the Recipient is required by law or a valid court or government order to disclose any of the Discloser's Confidential Information, then (to the extent permitted under law) the Recipient shall promptly notify the Discloser in writing of the required disclosure so that the Discloser may seek to protect its Confidential Information. The Recipient shall cooperate with the Discloser in seeking such protection.

6. PROPRIETARY RIGHTS

6.1. Customer Ownership and Licenses. Customer owns all rights, title and interest in and to Customer Data and Reports. During the Term, Customer grants Blazestack a worldwide, non-exclusive, royalty-free, non-sublicensable (except as needed to provide the Service), non-transferable (except as described in Section 11.5 (Assignment)) right to access and use the Customer Data to provide the Service to Customer and to monitor and improve the Service. Customer shall back up Customer Data during the Term and may not have access to the Customer Data via the Service after the Term.

6.2. De-Identified Data. Blazestack may collect, develop, create, extract, compile, synthesize, analyze and commercialize statistics, benchmarks, measures and other information based on Aggregated Data (collectively, "De-Identified Data"). De-Identified Data will be owned solely by Blazestack and may be used for any lawful business purpose. "Aggregated Data" means Customer Data that is: (i) anonymized and not identifiable to any person or entity; (ii) combined with the data of other customers or additional data sources; and (iii) presented in a way which does not reveal Customer's identity.

Blazestack Inc.
907 Ranch Rd 620 S # 302, Lakeway, TX 78734
hello@blazestack.com
(855) 735-6673

6.3. Feedback. If Customer provides Feedback, Customer grants to Blazestack sole and exclusive ownership of all intellectual property rights to any Feedback and results of the implementation or any such Feedback. "Feedback" means recommendations, suggestions, enhancement requests or any ideas, technology, developments, derivative works, or other intellectual property related to the Service or Blazestack.

6.4. Reservation of Rights. Blazestack and its licensors reserve all right, title and interest in and to the Service, including all related intellectual property rights, subject to the limited rights expressly granted in this Agreement. No other rights are granted to Customer by this Agreement.

7. TERM AND TERMINATION

7.1. Term. The Term begins on the Effective Date and ends on the Termination Date. "Termination Date" means the earlier date of: (i) the expiration or termination of all Order Forms under this Agreement; or (ii) termination of this Agreement under this section.

7.2. Automatic Renewal. All subscriptions will renew for an additional 1-year term ("Renewal Term") at the prevailing list price at the time of such renewal unless either party receives written notice of an intent not to renew at least 30 days before the end of the Term or Renewal Term.

7.3. Termination for Cause. A party may terminate this Agreement or any applicable Order Form: (i) if the other party is in material breach of this Agreement and fails to cure the breach within 30 days of receiving written notice from the non-breaching party; or (ii) if the other party becomes the subject of a petition in bankruptcy or any proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors. If Customer terminates due to Blazestack's breach, Customer's exclusive remedy is a pro-rata reimbursement of prepaid Fees covering the remainder of the Term after the Termination Date. If Blazestack terminates due to Customer's breach, Customer will pay any unpaid Fees covering the remainder of the Term after the Termination Date. Termination under this section will not relieve Customer of its obligation to pay any Fees owed for the period prior to the Termination Date.

8. WARRANTIES AND DISCLAIMERS; INDEMNIFICATION

8.1. Mutual Warranties. Each party represents that it: (i) has the legal power to enter into this Agreement; (ii) will comply with all applicable laws in relationship to the provision and use of the Service during the Term; and (iii) will use reasonable efforts to avoid transmitting to the other party any harmful or malicious code, files, scripts, agents or programs.

8.2. Warranty Disclaimer. Blazestack does not make any representations that the functions performed by the Service will meet all of Customer's requirements, that the operation of the Service will be uninterrupted or error free, that all defects in the Service will be corrected, or that the Service will be available in all languages or all countries.

THE SERVICE IS PROVIDED "AS IS." EXCEPT AS EXPRESSLY PROVIDED HEREIN, BLAZESTACK MAKES NO WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. SPECIFICALLY, THIRD PARTY CONTENT AND TEST FEATURES ARE PROVIDED "AS IS," EXCLUSIVE OF ANY WARRANTY. EACH PARTY DISCLAIMS ALL LIABILITY AND INDEMNIFICATION OBLIGATIONS FOR ANY HARM OR DAMAGES CAUSED BY ANY THIRD-PARTY NETWORKING OR HOSTING PROVIDERS OR THIRD-PARTY PRODUCTS.

8.3 Indemnification. Customer shall indemnify, defend, and hold harmless the Company and its officers, directors, employees, agents, successors, and assigns against all losses arising out of or resulting from any third party claim, suit, action, or proceeding related to or arising out of or resulting from: (i) Customer's (or its User's) breach of any representation, warranty, covenant, or obligation

Blazestack Inc.
907 Ranch Rd 620 S # 302, Lakeway, TX 78734
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(855) 735-6673

under this Agreement, (ii) all matters related to any Report, (iii) the transmission of harmful or malicious code, files, scripts, agents or programs by or through Customer (or its Users), (iv) any intellectual property infringement or other matter resulting from the Customer's Data, or (v) any acts or omissions of Customer (or its Users).

9. LIMITATION OF LIABILITY

9.1 Limitation of Liability. IN NO EVENT WILL EITHER PARTY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, EXCEED THE TOTAL AMOUNT PAID BY CUSTOMER HEREUNDER IN THE 12 MONTHS PRECEDING THE INCIDENT GIVING RISE TO THE LIABILITY. THE FOREGOING LIMITATIONS WILL NOT APPLY TO CUSTOMER'S PAYMENT OBLIGATIONS OR CUSTOMER'S WILLFUL MISCONDUCT, FRAUD, NEGLIGENCE, OR INDEMNIFICATION OBLIGATIONS.

9.2. Exclusion of Consequential and Related Damages. IN NO EVENT WILL EITHER PARTY HAVE ANY LIABILITY TO THE OTHER PARTY FOR ANY LOST PROFITS OR REVENUES OR FOR ANY OTHER CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, COVER OR PUNITIVE DAMAGES, HOWEVER CAUSED, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, AND WHETHER THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING WILL NOT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAW.

10. US. GOVERNMENT MATTERS

10.1. Terms for U.S. Government Customers. This section applies only to Customers that are U.S. government entities subject to the cited regulations ("U.S. Government Customers"). The Service is a "commercial item" (as defined in 48 C.F.R. 2.101) and involves the use of "commercial computer software" and "commercial computer software documentation" (as used in 48 C.F.R. 12.212). All U.S. Government Customers acquire subscriptions to the Service only as a "commercial item" and only with those rights that are granted to all other end-users pursuant to the terms and conditions of this Agreement, consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.72021 through 227.72024.

11. GENERAL TERMS

11.1. Dispute Resolution; Governing Law; Forum. The parties shall first attempt to resolve any dispute through mediation. The parties shall jointly select a mediator and shall participate in good faith in the mediation process. The costs of the mediation process shall be shared equally by the parties. The mediation shall take place in Austin, Texas. If the dispute is not resolved through mediation within 90 days from receipt by one party of the initial notice of the dispute from the other party, either party may proceed to court to seek resolution. Each party waives its right to a jury trial. The laws of the State of Texas govern this Agreement excluding that State's choice-of-law provisions. Venue for any disputes that proceed to legal action shall take place in Travis County, Texas.

11.2. Notices. Notices under this Agreement must be in writing and will be considered given upon: (i) delivery by traceable courier or mail (delivery confirmation/ return receipt requested); or (ii) the second business day after sending by email. Notices to Blazestack should be sent to notice@blazestack.com. Billing notices and notices relating to this Agreement will be sent to the contacts designated by Customer on the Order Form.

11.3. Customer References. During the Term, Blazestack may include Customer's name, logo and success stories in Blazestack's website, press releases, promotional and sales literature, and lists of customers.

11.4. Force Majeure. Neither party will be responsible for failure or delay of performance if caused by an event outside the reasonable control of the obligated party, including but not limited to an electrical, internet, or telecommunication change or outage not caused by the obligated party; government restrictions; or illegal acts of third parties ("Force Majeure Event"). Each party will use reasonable efforts to mitigate the effect of a Force Majeure Event.

Blazestack Inc.
907 Ranch Rd 620 S # 302, Lakeway, TX 78734
hello@blazestack.com
(855) 735-6673

11.5. Assignment. Neither party may assign any of its rights or obligations under this Agreement without the other party's prior written consent (not to be unreasonably withheld), except either party may assign this Agreement in its entirety without the other party's consent to its affiliate or as part of a merger, acquisition, corporate reorganization, or sale of all or substantially of all its assets.

11.6. Relationship of the Parties. The parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties.

11.7. Waiver. No failure or delay by either party to exercise any right under this Agreement will constitute a waiver of that right, unless expressly stated in this Agreement.

11.8. Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the provision will be modified to the minimum extent necessary to make it enforceable. The provision will be disregarded only if such modification is not possible or is prohibited by law. The remaining provisions of this Agreement will remain in effect.

11.9. Order of Precedence. If there is a conflict or inconsistency between any Order Form, Statement of Work, Exhibit, and this Agreement, the order of precedence shall be: (i) Order Form, (ii) Statement of Work, (iii) an Exhibit, and (iv) this Agreement.

11.10 Entire Agreement; Amendment. This Agreement, including the Software Services Order Form, constitutes the entire agreement between the parties with respect to the subject matter set forth herein, and supersedes all prior and contemporaneous agreements, proposals, or representations, written or oral, concerning its subject matter. No terms, provisions, or conditions of any purchase order, acknowledgement, check, or other business form that Customer may use in connection with the acquisition or licensing of the Service or Software will have any effect on the rights, duties, or obligations of the parties under this Agreement, regardless of any failure of Blazestack to object to such terms, provisions, or conditions.

As used in this Agreement, the terms "including," "include," and "includes" are not limiting and shall be deemed to be followed by the phrase "without limitation." Use of the terms "hereunder," "herein," "hereby," and similar terms refer to this Agreement. No modification, amendment, or waiver of any provision of this Agreement shall be effective unless in writing and signed by both parties hereto.

11.11. Headings. Headings are for reference only and do not affect the meaning or interpretation of this Agreement.

11.12. Counterparts. This Agreement may be executed in one or more counterparts. Each counterpart is an original. All counterparts together form one document.

11.13. System Requirements. Customer shall meet the minimum system requirements for access to the Service

- Google Chrome™: Version 97 to most Current
- Microsoft® Edge®: Version 96 to most Current
- Mozilla® Firefox®: Version 96 to most Current
- Apple® Safari®: Version 15 to most Current

Blazestack Inc.
907 Ranch Rd 620 S # 302, Lakeway, TX 78734
hello@blazestack.com
(855) 735-6673

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 6th day of February, 2024, the following Resolution:

A RESOLUTION BY THE GULFPORT CITY COUNCIL TO APPROVE WATER TANK MAINTENANCE AGREEMENT CONCERNING THE BAYOU VIEW WATER TANK BETWEEN THE CITY OF GULFPORT AND AMERICAN TANK MAINTENANCE, TO AUTHORIZE THE MAYOR (OR DESIGNEE) TO EXECUTE THE SAME ON BEHALF OF THE CITY, AND FOR RELATED PURPOSES

WHEREAS, in order to ensure regular maintenance of its water tanks, the City of Gulfport, Mississippi, has contracted with American Tank Company, a company qualified to provide certain and various water tank maintenance services as are required by the City; and

WHEREAS, the City recently brought on line a new water tank, the Bayou View Water Tank, and it is now necessary to add that new tank the list of tanks being maintained by American Tank Maintenance; and

WHEREAS, a Water Tank Maintenance Agreement between the City of Gulfport and American Tank Maintenance for the Bayou View Water Tank is attached hereto as Exhibit "A" for consideration; and

WHEREAS, the Council finds that it is in the best interest of the City to enter into the Water Tank Maintenance Agreement concerning the Bayou View Water Tank which is attached hereto as Exhibits "A".

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 Water Tank Maintenance Agreement for the Bayou View Water Tank be and the same is hereby approved in substantially the form attached hereto as Exhibit "A", and the Mayor (or his designee) 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 Councilmember Sharp, seconded by Councilmember Walker, and was adopted by the following roll call vote:

YEAS:	**NAYS:**	**ABSENT:**
Roland	**None**	**Casey**
Holmes - Hines		
Walker		
Sharp		
Flowers		
Kosloski		

WHEREUPON the President declared the motion carried and the Resolution adopted, this the 6th day of February, 2024.

CITY OF GULFPORT SEAL MISSISSIPPI

ATTEST:

Brittany Rodgers, Clerk of Council

ADOPTED:

F.B. "Rusty" Walker, IV, President

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 7th day of February, 2024.

APPROVED:

Billy Hewes, Mayor

Memorandum – City of Gulfport
PUBLIC WORKS

TO: Mayor Billy Hewes and Members of the City Council

CC: Wayne E. Miller, P.E., CAO
Jeremy Harrison, P.E., Director of Engineering
Todd Harman, CPA, Director of Finance and Accounting
Legal Department

FROM: J. Tyler Gentry, Director of Public Works JTG

DATE: January 16, 2024

RE: Recommendation to Approve the Water Tank Maintenance Agreement with American Tank Maintenance for the Bayou View Water Tank

---

Attached for your consideration is the referenced Water Tank Maintenance Agreement with American Tank Maintenance for Bayou View Water Tank. This will be a **twelve (12)** year contract that includes scheduled repairs, an annual tank inspection, preventative maintenance, interior and exterior coating, and tank washout and disinfection. All work performed shall be in accordance with the Mississippi State Department of Health Standards and AWWA C652 & C651, and all associated subsections. This project will be fully funded by the Water and Sewer Fund.

I recommend approval of this item.

Attachments:

1. American Tank Maintenance - Water Tank Maintenance Agreement

American Tank Maintenance

Water Tank Maintenance Agreement

Tank Owner: City of Gulfport

Tank Location: New Bayou View Tank

Tank Size and Style: 750,000 Gallon Composite Hydropillar

This agreement entered into by and between the City of Gulfport hereinafter known as the Owner, and American Tank Maintenance, LLC hereinafter known as the Company.

The Owner agrees to employ the Company to provide the professional services needed to maintain its 750,000 gallon water storage tank located at New Bayou View Tank.

This agreement outlines the Company's responsibility and accountability for the care and maintenance of the above referenced water storage tank. The Company's care and maintenance shall include the following:

The Company shall furnish all specialized services including engineering and inspection services necessary to maintain and care for the water storage tank during the term of this agreement. Maintenance and care shall include: steel replacement, steel components, expansion joints, water level indicators, manhole covers and/or gaskets, and other components of the water storage tank.

The Company shall perform annual visual inspections and service the water storage tank beginning in Contract Year 1. The water storage tank and its components including the safety, sanitary, structure, security and coatings aspects of the water storage tank shall be inspected and the findings documented to ensure that the water storage tank is in a sound and watertight condition.

The Company shall schedule and coordinate a washout inspection of the water storage tank every two years with the Owner beginning in Contract Year 2. The Owner is responsible for draining the water storage tank. The Company shall clean the water storage tank of all mud, silt, and other accumulations which may be harmful to the water storage tank and/or its contents. The Company shall utilize high pressure equipment to perform this operation. Upon cleaning the water storage tank, the Company shall inspect and document the condition as outlined in the preceding paragraph. Once the cleaning and inspection services are completed the Company shall disinfect the interior surfaces of the water storage tank utilizing AWWA Spray Method #2. A written report of the documented findings including photographs shall be made available to the Owner via mail or electronically.

The Company shall perform surface preparation and paint the exterior and/or interior surfaces of the water storage tank at such time as needed. The need for exterior painting shall be determined by the appearance and protective condition of the existing coating system and the Company shall use the same color of the existing coating system. The need for interior painting shall be determined by the thickness of the existing coating system and its protective condition.

The Company shall perform all services and utilize products which shall be equal to, or exceed the standards of the State of Mississippi, the American Water Works Association, and the Steel Structures Painting Council. The Company shall perform all services relating to the interior of the water storage tank in accordance with procedures outlined in American Water Works Association D-102 standards.

The Company shall utilize coating systems which best suit the site conditions, environment, and general location of the water storage tank and are in compliance with local, state and federal statutes.

The Company shall install and maintain an anti-climb deterrent device on the access ladder to deter unauthorized access to the water storage tank. The Company shall install and maintain locks on all hatches of the water storage tank to deter unauthorized entry. The keys to the locks shall remain in the possession of the Owner and the Company.

The Company shall provide emergency service to handle any problems covered by this agreement with the water storage tank. Reasonable mobilization time shall be acceptable to the Owner.

If the Owner needs and requests, then the Company shall provide pressure relief valves to the Owner for the Owner's use during service events which require the water storage tank to be drained.

The Owner shall have the right to continue this agreement for an indefinite period of time providing that the annual fee is paid in accordance with the terms of this agreement. The Owner shall have the right to terminate this agreement by sending written notice to American Tank Maintenance, LLC, PO Box 130, Warthen, GA 31094. The Owner's right to termination shall be subject to any agreement provisions incorporated herein.

The Company shall maintain and furnish current certificates of insurance coverage to the Owner during the duration of this agreement.

This agreement shall be managed by "Contract Years". "Contract Years" shall be defined as the consecutive 12-month periods beginning March 1, 2024. The annual fee for Contract Years 1, 2 & 3 shall be $29,060.00 per year. The annual fee for Contract Year 4 shall be adjusted to reflect the current cost of service. The adjustment to annual fees shall be limited to a maximum of 4% annually. Any applicable taxes shall be the responsibility of the Owner.

The first annual fee for Contract Year 1 shall be due and payable in semiannual installments beginning March 1, 2024. The annual fee for Contract Year 2 shall be due and payable in semiannual installments beginning March 1, 2025. Each subsequent annual fee shall be due and payable in semiannual installments beginning each subsequent March 1st.

The Owner and the Company agree that any future mandated environmental, health or safety requirements which cause significant changes in cost of services provided under this agreement shall be cause for modification of this agreement. The Company is accepting this water storage tank under this agreement based on the current existing structure, components, location and surroundings. Any modification to the water storage tank, including antenna installations, and changes in surroundings especially real estate development shall be cause for modification of this agreement. This agreement does not include the cost for and/or liability on the part of the Company for: containment, repairs to fill pipe, removal and/or disposal of any hazardous waste materials, electrical wiring or components, operational problems due to cold weather, Acts of

God, structural damage due to antenna installations or other attachments for which the tank was not originally designed, any defects found during the initial washout inspection shall be the responsibility of the tank builder, repairs to the foundation of the water storage tank, operational or structural problems caused by physical conditions below the surface of the ground, acts of terrorism, or other conditions which are beyond the Owner's and/or Company's control.

The Company and its agents, servants, employees, and representatives agree to fully defend, indemnify, and hold harmless the Owner and its employees, agents, and officials with respect to and from and against any and all claims, demands, causes of actions, damages, injuries, fees, expenses, penalties, lawsuits, judgements, and orders, including, without limitation, attorney's fees, which in any way arise out of or relate to any acts of omission or commission of or attributed to the Company and/or its agents, servants, employees, visitors, invites, guests, and representatives, including but not limited to, those asserted as negligent, gross negligent, and/or intentional. Only to the extent that the Owner is authorized by the laws of the State of Mississippi, and without waiving any constitutional, statutory, or common defense, immunities, or exemptions from liability, including, but not limited to, those set forth in Miss. Code Ann. 11-46-9(1) (Rev. 2001), the Owner agrees to defend , indemnify, and hold harmless the City of Gulfport with respect to or from and against all claims, demands, causes of actions, lawsuits, judgments, and orders arising out of or as a result of negligent acts or omissions of the Owner.

The Company reserves the right to assign any outstanding receivables from this agreement to its bank or other lending institution as collateral for any loans or lines of credit.

This Agreement is signed this _____ day of _____, _____.

Owner:

_____

By:_____

Witness:_____

American Tank Maintenance, LLC

_____

By:_____

Witness:_____

The above signatories certify that they are duly authorized to sign the Agreement on behalf of the entities represented.

	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Year 11	Year 12
750 Composite - New Bayou View Tank	Visual Inspection	Washout Inspection	Visual Inspection	Washout Inspection	Visual Inspection	Washout Inspection	Visual Inspection	Exterior Renovation & WO Inspection	Visual Inspection	Washout Inspection	Visual Inspection	Interior Renovation & Visual Inspection
	$ 29,060	$ 29,060	$ 29,060	$ 31,676	$ 31,676	$ 31,676	$ 34,527	$ 34,527	$ 34,527	$ 37,634	$ 37,634	$ 37,634

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 6th day of February, 2024, the following Resolution:

A RESOLUTION BY THE GULFPORT CITY COUNCIL TO APPROVE CHANGE ORDER NO. 2 TO CONTRACT WITH SCI, INC., FOR THE DEBUYS ROAD PUMP STATION REPLACEMENT PROJECT, AND FOR RELATED PURPOSES

WHEREAS, SCI, Inc., was awarded the contract for a project to replace the existing sewer pump station located on or near DeBuys Road; and

WHEREAS, certain and various changes to the contract as more fully set forth in the attached Change Order No. 2 (which is attached hereto as a part of Exhibit "A"), resulting in a INCREASE in project costs ($4,975.24) and an INCREASE in project time (100 days) as more fully described in the Memorandum from Jeremy Harrison, City Engineer, (attached as part of Exhibit "A") and the proposed Change Order No. 2; and

WHEREAS, the City Engineer has recommended approval of Change Order No. 2; and

WHEREAS, approval of Change Order No. 2 is believed to be in the best interest of the City of Gulfport.

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

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

SECTION 2. That Change Order No. 2 to the City's contract with SCI, Inc., for the DeBuys Road Pump Station Replacement Project be and it is hereby approved in the form as is found in Exhibit "A" to this resolution, and the Mayor is, hereby, authorized to execute the same on behalf of the City of Gulfport.

SECTION 3. That the proposed changes to the contract are necessary and/or incidental to the completion of the work as originally bid, are not outside the scope of the original contract, are commercially reasonable and not made to circumvent the public purchasing statutes.

SECTION 4. That the INCREASE in project costs and INCREASE in project time are reasonable in light of all relevant facts and circumstances.

SECTION 5. 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 Councilmember Sharp, seconded by Councilmember Walker, and was adopted by the following roll call vote:

YEAS:	**NAYS:**	**ABSENT:**
Roland	**None**	**Casey**
Holmes - Hines		
Walker		
Sharp		
Flowers		
Kosloski		

WHEREUPON the President declared the motion carried and the Resolution adopted, this the 6th day of February, 2024.

CITY OF GULFPORT SEAL MISSISSIPPI

ATTEST:

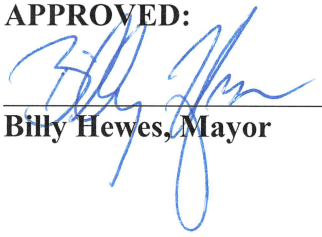
Brittany Rodgers, Clerk of Council

ADOPTED:

F.B. "Rusty" Walker, IV, President

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 7th day of February, 2024.

APPROVED:



Billy Hewes, Mayor

Memorandum – City of Gulfport

ENGINEERING

To: Mayor Billy Hewes and Members of the City Council

CC: Wayne E. Miller, CAO
Todd Harman, CPA, Director of Finance and Accounting
Tyler Gentry, Director of Public Works
Jessica Versiga, Purchasing Agent
Legal Department

From: Jeremy Harrison, P.E., Director of Engineering JH

Date: January 24, 2024

Re: **Recommendation to Approve Change Order No. 2 (Summary)**
Debuys Road Pump Station Replacement Project
– SCI, Inc.

Attached for your consideration is Change Order No. 2 (summary) for the increased amount of $4,975.24 and additive time of 100 days due to material delays and the temporary electric bypass pump power reimbursement. This change order has been prepared to reflect actual quantities and time used during the construction of the project.

This project is designed to replace the existing Debuys Road Pump Station. The cost of construction for this project is funded 100% by Water and Sewer Capital Project Fund.

I recommend approval of this item.

Attachments:

1. Andrew Levens, P.E., Engineering Manager, letter dated January 22, 2024
2. Change Order No. 2 (Summary)

COVINGTON
CIVIL AND ENVIRONMENTAL

January 22, 2024

Mr. Jeremy R. Harrison, P.E.
Director of Engineering
4050 Hewes Avenue
Gulfport, MS 39507

Re: Change Order #2 (Summary) Recommendation
Debuys Road Pump Station Replacement

Dear Mr. Harrison:

For consideration by the Board, I have enclosed Change Order #2 (Summary) for this project.

This Change Order serves to adjust the Contract Value based on the summary of quantities and addition of the pay item for the power reimbursement while running the temporary electric bypass pump.

Lastly, Contract Time was increased by 100 days due to material delays, mainly the electrical disconnect.

Based on the final quantity summary, the contract value resulted in a net decrease of $815.00. These updated quantities are shown on the enclosed Summary of Amended Quantities and Totals.

The reimbursement cost for the power while running the temporary electric bypass pump is $5,790.24.

Therefore, the Contract Value is being increased by a net of $4,975.24 and a total value from $1,205,476.37 to $1,210,451.61.

Fax: (228) 396-0487
2300 14th Street
Gulfport, Mississippi 39501
Phone: (228) 396-0486

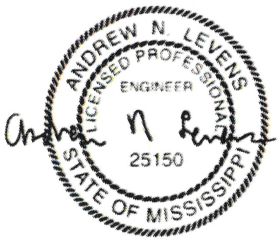
COVINGTON
CIVIL AND ENVIRONMENTAL

With that said, I recommend that the Board approve this Change Order #2. Should you have any questions, please do not hesitate to contact me at 228-396-0486 or andrew@ccellc.us.

Sincerely,

COVINGTON CIVIL & ENVIRONMENTAL, LLC

Andrew Levens, P.E.
Engineering Manager



1/22/2024

Enclosures: Final Change Order 2
Summary of Amended Quantities and Totals

CHANGE ORDER

OWNER:
City of Gulfport
4050 Hewes Avenue
Gulfport, MS 39507

CHANGE ORDER NO. 2 (Summary)
DATE: January 19, 2024

CONTRACTOR:
SCI, Inc.
13520 Old Highway 67
Biloxi, MS 39532

ENGINEER: Covington Civil & Environmental
PROJECT: Debuys Road Pump Station Replacement Project

SUMMARY:

This change order serves to increase the Contract Amount and Contract Time.

Installed quantities in the field differ from the original estimated quantities in the contract.

The cost to power the bypass pumping during construction.

A detailed summary of the quantity adjustments is included with this Change Order. The net change to the Contract amount with the adjustments is a increase in the total contract amount by $4,975.24

Lastly, Contract Time was increased by 100 days due to material delays. Substantial Completion was given on November 16, 2023.

The following Items have been added to the Contractor's scope of work:	
CO2-1 Power for Bypassing	$5,790.24
Summary Quantity Change (Decrease)	($815.00)
The Net Change to the Contract Amount will therefore be plus.	$4,975.24

THE CONTRACT IS AMENDED AS SHOWN BELOW:

(Not valid until executed by the Owner, Engineer, and Contractor)

The original Contract Sum:	$1,211,294.80
Net Change by previously authorized Change Orders:	($5,818.43)
The Contract Sum prior to this Change Order was:	$1,205,476.37
The Contract Sum will now Change (+):	$4,975.24
The New Contract Sum including this Change Order will be:	$1,210,451.61
The original Contract Time:	6/9/2023
Net Change by previously authorized Change Orders:	60
The Date of Substantial Completion prior to this Change Order:	8/8/2023
The Contract Time will now Change by (+) days:	100
The New Date of Substantial Completion will be:	11/16/2023

CONTRACTOR:	ENGINEER:	OWNER:
By:	By:	By:
Date: 1-22-24	Date: 1/22/2024	Date:

DEBUYS ROAD PUMP STATION REPLACEMENT PROJECT
CITY OF GULFPORT
CITY PROJECT NUMBER: 00229406
CHANGE ORDER #2 (FINAL) (SUMMARY)
SUMMARY OF AMENDED QUANTITIES AND TOTALS

				ORIGINAL CONTRACT		AMENDED QUANTITIES		CONTRACT REVISIONS		
PAY ITEM NO.	PAY ITEM	UNIT	UNIT PRICE	CONTRACT QUANTITY	EXTENSION	INCREASE	DECREASE	NEW QUANTITY	NEW EXTENSION	DELTA
02732-C	6' Chain Link Fence (Including Gates)	LF	$ 72.50	200	$ 14,500.00	10.00		210.00	$ 15,225.00	$ 725.00
02522-B	Concrete Driveway	SY	$ 110.00	45	$ 4,950.00		(14)	31	$ 3,410.00	$ (1,540.00)
									TOTAL SUMMARY QUANTITY CHANGE	**$ (815.00)**
CO2-1	Power for Bypass Pumping	LS	$ 5,790.24	0	$ -	1		1	$ 5,790.24	$ 5,790.24
									TOTAL CHANGE ORDER #2	**$ 5,790.24**
									TOTAL CONTRACT CHANGE (INCREASE)	**$ 4,975.24**

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 6th day of February, 2024, the following Resolution:

A RESOLUTION BY THE GULFPORT CITY COUNCIL TO APPROVE SECOND AMENDMENT TO THE CITY'S CONTRACT WITH H2O INNOVATION OPERATION & MAINTENANCE, LLC, AND FOR RELATED PURPOSES

WHEREAS, the City has contracted with H2O Innovation Operation & Maintenance, LLC, to provide various services in connection with water, sewer, streets and drainage in and for the City of Gulfport pursuant to that certain CONTRACT FOR OPERATIONS AND MAINTENANCE OF THE WATER AND SEWER SYSTEMS AS WELL AS THE STREETS AND DRAINAGE SYSTEMS FOR THE CITY OF GULFPORT, dated April 1, 2024 (hereinafter, "the Contract); and

WHEREAS, the City of Gulfport and H2O Innovation Operation & Maintenance, LLC, following a vote at the January 16, 2024, Council Meeting have determined that amendment of the contract is needed to provide for the addition of the following positions:

1) Four (4) Meter Readers at an annual cost of $250,000.00 (inclusive of any associated machinery, equipment, tools and vehicles); and

WHEREAS, a proposed SECOND AMENDMENT TO THE CONTRACT FOR OPERATIONS AND MAINTENANCE OF THE WATER AND SEWER SYSTEMS AS WELL AS THE STREETS AND DRAINAGE SYSTEMS FOR THE CITY OF GULFPORT is attached hereto as Exhibit "A".

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 Second Amendment to the contract with H2O Innovation Operation & Maintenance, LLC, be and the same is hereby approved in substantially the form as is found in Exhibit "A" to this resolution, and the Mayor (or his designee) is, hereby, authorized to execute the same on behalf of the City of Gulfport.

SECTION 3. That this resolution shall be in full force and effect upon passage. It shall be shall be spread on 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 Sharp, seconded by Councilmember Walker, and was adopted by the following roll call vote:

YEAS:	**NAYS:**	**ABSENT:**
Roland	**None**	**Casey**
Holmes - Hines		
Walker		
Sharp		
Flowers		
Kosloski		

WHEREUPON the President declared the motion carried and the Resolution adopted, this the 6th day of February, 2024.

CITY OF GULFPORT SEAL MISSISSIPPI

ATTEST:

Brittany Rodgers, Clerk of Council

ADOPTED:

F.B. "Rusty" Walker, IV, President

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 7th day of February, 2024.

APPROVED:

Billy Hewes, Mayor

STATE OF MISSISSIPPI
COUNTY OF HARRISON
FIRST JUDICIAL DISTRICT

SECOND AMENDMENT TO THE CONTRACT FOR OPERATIONS AND MAINTENANCE OF THE WATER AND SEWER SYSTEMS AS WELL AS THE STREETS AND DRAINAGE SYSTEMS FOR THE CITY OF GULFPORT

THIS SECOND AMENDMENT to the CONTRACT FOR OPERATIONS AND MAINTENANCE OF THE WATER AND SEWER SYSTEMS AS WELL AS THE STREETS AND DRAINAGE SYSTEMS FOR THE CITY OF GULFPORT (hereinafter, "the Contract") is hereby entered into and agreed to by and between the CITY OF GULFPORT, MISSISSIPPI ("City" or "Owner") and H20 INNOVATION OPERATION & MAINTENANCE, LLC ("H20" or "Operator"), on the date hereinafter set forth for the purpose of amending in writing certain covenants and conditions of the Contract as approved by the City Council of the City of Gulfport, Mississippi, and signed by the Mayor and the authorized representative of H2O on April 1, 2022, and the Contract is hereby further amended by this SECOND AMENDMENT, as follows:

WITNESSETH THAT:

WHEREAS, the City of Gulfport has approved its budget for Fiscal Year Ending 2024, including any budget amendments made heretofore, and the aforementioned budget included funding for the addition of the following crews/positions to the Contract:

1) Four (4) Meter Readers at an annual cost of $250,000 (inclusive of any associated machinery, equipment, tools and vehicles).

WHEREAS, it is mutually agreed by the parties to add the aforementioned positions to the Contract.

NOW THEREFORE, for the purposes hereinabove set forth, it is hereby agreed by and between the parties to the Contract that the Contract shall be amended hereby, commencing on February 1, 2024, as follows:

A. Section 6.01 of the Contract (Annual Base Fee) shall be amended as set forth herein to reflect the new positions being added to the contract, which additions to the base fee shall be effective as of the date that employees holding the new positions begin work for H2O under the Contract.

B. The following positions are hereby added to the Contract, at the cost noted:

1) Four (4) Meter Readers at an annual cost of $250,000 (inclusive of any associated machinery, equipment, tools and vehicles).

Except as specifically amended herein, said CONTRACT FOR OPERATIONS AND MAINTENANCE OF THE WATER AND SEWER SYSTEMS AS WELL AS THE STREETS AND DRAINAGE SYSTEMS FOR THE CITY OF GULFPORT is not amended, modified or changed, and shall remain in full force and effect.

IN WITNESS WHEREOF, each of the Owner and Operator has caused this Second Amendment to Contract to be signed, executed and delivered by its duly authorized representative on the day and date hereinafter stated after having been first duly authorized so to act.

Owner:
CITY OF GULFPORT, MISSISSIPPI

BY: _____
MAYOR

_____, 2024

ATTESTED BY:

_____
CITY CLERK

Operator:
H20 INNOVATION OPERATION & MAINTENANCE, LLC

BY: _____
Authorized Representative

ATTESTED BY:

_____
Secretary

_____, 2024

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 6th day of February, 2024, the following Resolution:

RESOLUTION AUTHORIZING THE CITY OF GULFPORT TO APPLY TO THE US DEPARTMENT OF TRANSPORTATION, FEDERAL HIGHWAY ADMINISTRATION, FOR GRANT FUNDING FROM THE REBUILDING AMERICAN INFRASTRUCTURE WITH SUSTAINABILITY AND EQUITY (RAISE) GRANT PROGRAM, AND FOR RELATED PURPOSES

WHEREAS, the US Department of Transportation, Federal Highway Administration, has solicited projects for funding through the Rebuilding American Infrastructure with Sustainability and Equity (RAISE) Grant Program which was established by Congress to help communities build transportation projects that have significant local or regional impact and improve safety and equity; and

WHEREAS, the City of Gulfport desires to submit applications for the following two (2) projects (described more fully in the Memorandum from Tyler Gentry, Director of Public Works attached hereto as Exhibit "A"):

1) Dedeaux Road Widening Project, Phase III
2) Three Rivers Road Widening Project
3) Interconnecting Gulfport (Build Grant) Project

WHEREAS, the City of Gulfport acknowledges that, if the project is awarded, grant funding will not exceed the amount requested in the application or eligible project costs, whichever is less, and that the City of Gulfport will be responsible for any funding that exceeds the requested amount or eligible projects costs, whichever is less; and

WHEREAS, the Gulfport City Council is of the opinion that it is in the best interest of the City of Gulfport to apply to the US Department of Transportation, Federal Highway Administration, for funds from the Rebuilding American Infrastructure with Sustainability and Equity (RAISE) Grant Program, for the projects outlined herein.

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

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

Section 2. That the City of Gulfport be and it is hereby authorized to prepare and submit applications for matching grant funding from the Rebuilding American Infrastructure with Sustainability and Equity (RAISE) Grant Program.

Section 3. That the Mayor and other city employees be and they are hereby authorized to execute and deliver any and all documents as may be required to effectuate the grant applications contemplated herein.

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

YEAS:	**NAYS:**	**ABSENT:**
Roland	**None**	**Casey**
Holmes - Hines		
Walker		
Sharp		
Flowers		
Kosloski		

WHEREUPON the President declared the motion carried and the Resolution adopted, this the 6th day of February, 2024.

CITY OF GULFPORT SEAL MISSISSIPPI

ATTEST:

Brittany Rodgers, Clerk of Council

ADOPTED:

F.B. "Rusty" Walker, IV, President

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 7th day of February, 2024.

APPROVED:

Billy Hewes, Mayor

Memorandum – City of Gulfport

ENGINEERING

To: Mayor Billy Hewes and Members of the City Council

CC: Wayne Miller, CAO
Todd Harman, CPA, Director of Finance and Accounting
Tyler Gentry, Director of Public Works
Lee Wood, Project Manager
Jessica Versiga, Purchasing Agent
Legal Department

From: Jeremy R. Harrison, P.E., Director of Engineering

Date: January 24, 2024

Re: **Request Permission to Apply for the RAISE 2024 Grant**
- **Dedeaux Road Widening Project**
- **Three Rivers Road Widening Project**
- **Interconnecting Gulfport Project - Build Grant**

Below for your consideration are the three (3) projects with brief descriptions for 2024 Rebuilding American Infrastructure with Sustainability and Equity (RAISE).

1. Dedeaux Road Widening Project – Extending the existing four (4) lane boulevard approximately 2.1 miles from Dede Drive to SR 605. The 100' right-of-way roadway section will be four (4) lanes with sidewalks, bike paths, raised median and streetlights.

2. Three Rivers Road Widening Project – Extending the existing four (4) lane boulevard approximately 1.25 miles from Seaway Road to Dedeaux Road. The 100' right-of-way roadway section will be four (4) lanes with sidewalks, bike paths, raised median and streetlights.

3. Interconnecting Gulfport Project shall be designed to install approximately 0.8 miles of a four (4) lane boulevard roadway and approximately 1.1 miles of two (2) lane roadway with lighting, storm drain improvements, multimodal paths, signals, raised median, roundabouts, and other street improvements. This application is a request for supplemental funding to the existing BUILD grant.

I recommend approval to move forward with these submittals.

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 6th day of February, 2024, the following Resolution:

A RESOLUTION BY THE GULFPORT CITY COUNCIL TO WAIVE ANY AND ALL OBJECTIONS TO PROPOSED SUBCONTRACT WITH THOMPSON ENGINEERING, INC., AS REQUESTED BY VOLKERT, INC., THE CITY'S ENGINEERING CONSULTANT ON THE MIMA PAVING PROJECT, AND FOR RELATED PURPOSES

WHEREAS, the City of Gulfport previously contracted with Volkert, Inc., to provide certain and various engineering services associated with the MIMA paving project; and desires to replace the body worn cameras utilized by officers of the Gulfport Police Department; and

WHEREAS, the City's contract with Volkert, at Section 3.2.2 provides that Volkert can retain sub-consultants as it deems necessary to assist in it performance or furnishing of services, subject to "reasonable, timely and substantive objection by" the City; and

WHEREAS, Volkert has requested that it be allowed to retain Thomson Engineering, Inc., as a sub-consultant on this project and has submitted a fee estimate from Thomson Engineering, Inc., to perform Geotechnical Engineering Services for Volkert, and Volkert has represented to the City that the fees associated with the said Geotechnical Engineering Services will not result in an increase of costs to the City or an increase in Volkert's fees under its contract with the City; and

WHEREAS, the Council finds that it is in the best interest of the City to waive any and all objection to the retention of Thomson Engineering to perform Geotechnical Engineering Services for Volkert on the MIMA paving project as such services are outlined in the fee estimate from Thomson Engineering (see Exhibit "A" attached hereto).

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 hereby waives any and all objections to the retention of Thomson Engineering to perform Geotechnical Engineering Services for Volkert on the MIMA paving project as such services are outlined in the fee estimate from Thomson Engineering (see Exhibit "A" attached hereto)

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 Councilmember Sharp, seconded by Councilmember Walker, and was adopted by the following roll call vote:

YEAS:	**NAYS:**	**ABSENT:**
Roland	**None**	**Casey**
Holmes - Hines		
Walker		
Sharp		
Flowers		
Kosloski		

WHEREUPON the President declared the motion carried and the Resolution adopted, this the 6th day of February, 2024.

CITY OF GULFPORT SEAL MISSISSIPPI

ATTEST:

Brittany Rodgers, Clerk of Council

ADOPTED:

F.B. "Rusty" Walker, IV, President

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 7th day of February, 2024.

APPROVED:

Billy Hewes, Mayor

Memorandum – City of Gulfport
PUBLIC WORKS

TO: Mayor Billy Hewes and Members of the City Council

CC: Wayne E. Miller, P.E., CAO
Jeremy Harrison, P.E., Director of Engineering
Todd Harman, CPA, Director of Finance and Accounting
Legal Department

FROM: J. Tyler Gentry, Director of Public Works JTG

DATE: January 22, 2024

RE: Requesting Permission to Waive Subcontract Objections
Mississippi Infrastructure Modernization Act (MIMA) Engineering

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As you know, the City previously contracted with Volkert, Inc. with respect to engineering services associated with the MIMA paving project. Volkert has recently approached our Office and has inquired about associating (by way of a sub-contract) with Thompson Engineering, Inc. for consultant services on this project. Section 3.2.2 of the City's contract with Volkert provides that Volkert can retain subconsultants as Volkert deems necessary to assist in its performance or furnishing of services, subject to "reasonable, timely, and substantive objection by Owner." Volkert has provided the attached fee estimate from Thompson Engineering, Inc. to perform the sub-consultant services it is seeking (Geotechnical Engineering Services). Volkert will be solely responsible for paying these fees (for this sub-consultant work) and Volkert has represented this will not result in an increase in the City's costs or an increase in Volkert's fees under its contract with the City (i.e., Volkert will be solely responsible for paying the fees of its sub-consultants).

We are seeking permission to waive objections to Volkert's effort to subcontract with Thompson Engineering, Inc. on the terms and understandings set forth herein.

I recommend approval of this item.

Attachments:

1. Executed Contract with Volkert, Inc.
2. Fee Estimate Proposal from Thompson Engineering, Inc.

AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN OWNER AND CONSULTANT

This Agreement made and entered into this **17th** day of **November, 2021**, by and between the **City of Gulfport**, hereafter referred to as the OWNER, and Volkert, Inc., hereinafter referred to as the CONSULTANT; WITNESSETH THAT:

WHEREAS, the OWNER desires to retain the CONSULTANT to perform certain professional planning, programming, and engineering services as outlined in the Scope of Services;

WHEREAS, the CONSULTANT desires to perform said professional services for the OWNER;

NOW, THEREFORE, for and in consideration of the mutual covenants hereinafter stipulated to be kept and performed, the parties hereto agree as follows:

ARTICLE 1
DEFINITIONS

1.1 PROJECT or PROJECTS. The total construction or scope of which the Work to be performed under the Contract Documents may be the whole, or a part.

1.2 BASIC SERVICES. The professional services to be performed by CONSULTANT under this Agreement, as set out in Article 3 and as described in the "Basic Services" of Attachment A.

1.3 ADDITIONAL SERVICES. Any services beyond Basic Services as described in Article 3 and the "Basic Services" of Attachment A, as mutually agreed to in writing between OWNER and CONSULTANT.

1.4 CONSTRUCTION CONTRACT. The entire and integrated written agreement, or agreements, between OWNER and Contractor concerning the Work.

1.5 CONTRACT DOCUMENTS. Those items so designated in the Construction Contract, including the Drawings, Specifications, Construction Contract, and general and supplementary conditions. Only printed or hard copies of the items listed in the Construction Contract are Contract Documents. Reviewed Shop Drawings, other Contractor submittals, and the reports and drawings of subsurface and physical conditions are not Contract Documents.

1.6 DRAWINGS. That part of the Contract Documents prepared or approved by CONSULTANT which graphically shows the scope, extent, and character of the Work to be performed by Contractor. Shop Drawings are not Drawings as so defined.

1.7 SPECIFICATIONS. That part of the Contract Documents consisting of written technical descriptions of materials, equipment, systems, standards, and workmanship as applied to the Work and certain administrative details applicable thereto.

1.8 SHOP DRAWINGS. All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for Contractor by someone other than CONSULTANT, and submitted by Contractor to illustrate some portion of the Work.

1.9 RECORD DRAWINGS. Also referred to as "As-Builts" and "As-Built Plans," Record Drawings shall mean drawings depicting the completed Project, prepared by CONSULTANT as an Additional Service and based solely 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 CONSULTANT and annotated by Contractor to show changes made during construction.

1.10 CONSTRUCTION OBSERVER. The authorized representative of CONSULTANT assigned to assist CONSULTANT at the site during construction. As used herein, the term CONSTRUCTION OBSERVER includes any assistants or field staff of CONSTRUCTION OBSERVER agreed to by OWNER. The duties and responsibilities of the CONSTRUCTION OBSERVER, if any, are as set forth in the "Basic Services" of Attachment A.

1.11 CONTRACTOR. A Contractor is any person or entity which enters into an agreement with OWNER to perform the construction of or any construction on any Project, including, without limitation, the providing of labor, materials, and equipment incorporated or to be incorporated into the Project. The term "Contractor" means the Contractor or its authorized representative, but excludes the CONSULTANT and its subconsultants.

1.12 APPLICABLE LAWS. Applicable Laws, as used herein, shall mean the law of the State of **Mississippi** as well as applicable regulations, codes and licenses promulgated or issued by any board, commission or agency having authority and jurisdiction over this Agreement.

ARTICLE 2
RELATIONSHIP OF THE PARTIES

CONSULTANT is providing professional engineering services pursuant to this Agreement. Nothing in this Agreement shall be construed to mean that CONSULTANT assumes any responsibility or duties of the Contractor(s) or can be held liable for its failure to perform its obligations and duties to OWNER. The Contractor(s) will be solely responsible for means, methods, techniques, sequences and procedures used in the construction of the Project and for the safety of its personnel, property and its operations, and for performing in accordance with its contract(s) with OWNER, as well as for any damages for construction defects caused, in whole or in part, by the Contractor's work. CONSULTANT shall be able to rely upon the Contractor for the proper performance of its obligations to OWNER.

OWNER acknowledges and takes into account the fact that CONSULTANT does not have a contract with Contractor(s) and, as such, cannot direct its respective means and methods, its forces, its personnel, its subcontractors, suppliers and/or subconsultants. CONSULTANT cannot require those parties with which it has no contract to refrain from or perform any acts they are not willing to perform. Requiring action or conduct out of Contractor and/or Architect is the responsibility of the OWNER.

ARTICLE 3
SCOPE OF SERVICES

3.1 Generally. CONSULTANT shall perform the Basic Services set forth in Schedule of Services to be addressed in Attachment A, as well as any Additional Services in accordance with the terms and conditions herein.

CONSULTANT's Scope of Services as set out hereunder are finite, and CONSULTANT is not being compensated by OWNER to provide or perform services which are not specifically set out herein. Anything not expressly stated in this provision, or in Attachment A, or in any subsequent written agreements between OWNER and CONSULTANT, are not a part of CONSULTANT's Scope of Services.

3.1.1 Safety. Consistent with and pursuant to Section 3.2.4, *infra*, CONSULTANT shall not be responsible for site safety, or for the safety of Contractor or its employees or subcontractors. CONSULTANT is not being retained to, and shall not be expected or required to, research or review the safety record or history of OSHA violations of any potential bidding contractor, and shall not be expected, required, or retained to undertake vetting, pre-screening, researching, or approving any potential bidding contractor based on its safety record.

3.2 Standards of Performance.

3.2.1 Standard of Care. CONSULTANT shall at all times endeavor to perform Basic Services in conformance with the generally accepted care and skill exercised by professional engineers practicing under similar circumstances at the same time and in the same locality. CONSULTANT makes no warranties, express or implied, under this Agreement or otherwise, in connection with CONSULTANT's services, and guarantees no particular result. CONSULTANT neither guarantees the performance of any Contractor(s), nor assumes the responsibility of the Contractor(s) to furnish or perform its obligations to OWNER, whether arising from the Construction Contracts, the Contract Documents or otherwise.

3.2.2 CONSULTANTs. CONSULTANT may retain such subconsultants as CONSULTANT deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objections by OWNER.

3.2.3 Reliance on Others. Subject to the Standard of Care set forth in Paragraph 3.2.1, *supra*, CONSULTANT and its subconsultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, OWNER, Contractor, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.

3.2.4 CONSULTANT and Contractor.

3.2.4.1 CONSULTANT shall not at any time supervise, direct, control, or have authority over any contractor work, nor shall CONSULTANT have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by the Contractor, or the safety precautions and programs incident thereto, for security or safety at any Project site, nor for any failure of the Contractor to comply with Applicable Law and Contract Documents as it pertains to the Contractor's furnishing and performing of its work.

3.2.4.2 CONSULTANT neither guarantees the performance of the Contractor nor assumes responsibility for the Contractor's failure to furnish and perform the Work in accordance with the Contract Documents.

3.2.4.3 CONSULTANT shall not be responsible for the acts or omissions of the Contractor, or of any subcontractor, supplier, or any of their agents or employees, or of any other persons (except CONSULTANT's own agents, employees, and subconsultant(s) at the Project site or otherwise furnishing or performing any Work; or for any decision made regarding the Contract Documents, or any application, interpretation, or clarification, of the Contract Documents, other than those made by CONSULTANT.

3.2.4.4 While at the Project site, CONSULTANT's employees and representatives shall comply with the specific applicable requirements of Contractor's and OWNER's safety programs of which CONSULTANT has been informed in writing.

3.3 Additional Services

It is mutually understood and agreed that the OWNER will compensate the CONSULTANT for services resulting from changes in the scope of a project or its design, including but not necessarily limited to, change in size, complexity, project schedules, character of construction, revisions to previously accepted studies, reports, design documents or contract documents and for preparation of documents for separate bids, when such revisions are due to causes beyond the CONSULTANT's control and when requested or authorized by the OWNER.

When requested by OWNER, or when circumstances otherwise reasonably require, CONSULTANT shall furnish or obtain from others Additional Services of the types listed below.

(a) Preparation of applications and supporting documents (in addition to those furnished under Basic Services, if any) 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.

(b) Services (in addition to those furnished under Basic Services, if any) to assist OWNER in obtaining bids from contractors.

(c) Services (in addition to those furnished under Basic Services, if any) to make measured drawings of or to investigate existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by OWNER or others.

(d) Services resulting from significant changes in the scope, extent, or character of the portions of the Project designed or specified by CONSULTANT or its 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 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 CONSULTANT's control.

(e) Services required as a result of OWNER's providing incomplete or incorrect Project information to CONSULTANT.

(f) Undertaking investigations and studies including, but not limited to, detailed consideration of operations, maintenance, and overhead expenses; the preparation of financial feasibility and cash flow studies, rate schedules, and appraisals; detailed quantity surveys of materials, equipment, and labor; and audits or inventories required in connection with construction performed by OWNER.

(g) Furnishing services of CONSULTANTs for other than Basic Services.

(h) Services during out-of-town travel required of CONSULTANT other than for visits to the Site or OWNER's office as required in Basic Services.

(i) Preparing additional Bidding Documents or Contract Documents for alternate bids or prices requested by OWNER for the Work or a portion thereof.

(j) Assistance in connection with bid protests, rebidding, or renegotiating contracts for construction, materials, equipment, or services.

(k) Providing construction surveys and staking (in addition to those furnished under Basic Services, if any) to enable Contractor to perform its work and any type of property surveys or related engineering services; and providing other special field surveys.

(l) Providing Basic Services beyond the original date for completion and readiness for final payment of Contractor.

(m) Preparing Record Drawings (in addition to those furnished under Basic Services, if any) showing appropriate record information based on Project annotated record documents received from Contractor, and furnishing such Record Drawings to OWNER.

(n) 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.

(o) 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.

(p) Preparing to serve or serving as a CONSULTANT or witness for OWNER in any litigation, arbitration, or other dispute resolution process related to the Project.

(q) Preparation of operation and maintenance manuals; assistance to OWNER in training OWNER's staff to operate and maintain Project equipment and systems; assistance to OWNER in developing procedures for (a) control of the operation and maintenance of Project equipment and systems, and (b) related record-keeping.

(r) Overtime work requiring higher-than-regular rates.

(s) Providing more extensive services required to enable CONSULTANT to issue notices or certifications requested by OWNER.

(t) 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).

(u) Other services performed or furnished by CONSULTANT not otherwise provided for in this Agreement.

(v) Services in connection with work change directives and change orders to reflect changes requested by OWNER.

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

(x) Additional or extended services during construction made necessary by (1) emergencies or acts of God endangering the Work (advance notice not required), (2) the presence at the Site of any items of historical or cultural significance, (3) Work damaged by fire or other cause during construction, (4) a significant amount of defective, neglected, or delayed work by Contractor, (5) acceleration of the progress schedule involving services beyond normal working hours, or (6) default by Contractor.

(y) Evaluating an unreasonable claim or an excessive number of claims or requests for information submitted by Contractor or others in connection with the Work.

ARTICLE 4
COMPENSATION OF CONSULTANT

4.1 As compensation for satisfactory performance of the work contemplated under Attachment A, and as full and complete compensation therefore, including all expenditures made and all expenses incurred by the CONSULTANT in connection with this Agreement, the OWNER will pay the CONSULTANT on a **monthly** basis; the total amount paid pursuant to this Agreement shall not exceed **$150,000.**

4.1.1 OWNER shall pay all costs associated with Additional Services authorized by the OWNER.

4.1.2 For Projects involving a supplemental agreement, the scope of services, schedule, and amount of compensation to be paid will be included therein

4.1.3 The OWNER will pay the CONSULTANT for services performed by subconsultants at the actual invoice amount times a factor of 1.10 for assisting and coordinating the subconsultants' services.

4.1.4 Reimbursable expenses are defined as follows: Travel and subsistence cost, printing and reproduction, computer services, advertising costs, mail distribution costs, permit fees, application fees or deposits, and all other costs incidental to performing the assignment.

4.1.5 The OWNER as purchaser of the services described herein shall pay any applicable sales tax in the manner and in the amount as required by law

4.2 Invoices. CONSULTANT shall prepare invoices in accordance with its standard invoicing practices. CONSULTANT shall submit its invoices to OWNER on a monthly basis. Invoices are due and payable within 30 days of receipt.

4.3 Payments. Application to Interest and Principal: Payment will be credited first to any interest owed to CONSULTANT and then to principal.

4.3.1 Payment shall be made payable to Volkert, Inc. and submitted to the following address:

Department #2042, Volkert, Inc.
P. O. Box 11407
Birmingham, AL 35246-2042

4.3.2 Failure to Pay. If OWNER fails to make any payment due CONSULTANT for services and expenses within 30 days after receipt of CONSULTANT's invoice, then:

(a) amounts due CONSULTANT 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

(b) CONSULTANT 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 CONSULTANT for any such suspension.

(c) OWNER shall reimburse CONSULTANT for any expenses, including legal costs, incurred in collection of outstanding amounts due from OWNER.

4.4 Disputed Invoices. If OWNER contests an invoice, OWNER shall promptly advise CONSULTANT of the specific basis for doing so, may withhold only that portion so contested, and must pay the undisputed portion.

ARTICLE 5
RESPONSIBILITIES OF THE OWNER

In addition to other responsibilities of OWNER as set forth in this Agreement, OWNER shall, at its expense:

5.1 Provide CONSULTANT with all criteria and full information regarding OWNER's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations.

5.2 Give instructions to CONSULTANT 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 CONSULTANT to use copies already in CONSULTANT's possession) of all design and construction standards, OWNER's standard forms, general conditions, supplementary conditions, text, and related documents and content for CONSULTANT 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.

5.3 Furnish to CONSULTANT any other available information pertinent to the Project, including reports and data relative to previous designs or investigation at or adjacent to the Project site(s).

5.4 Furnish or otherwise make available to CONSULTANT such Project-related information and data as are reasonably required to enable CONSULTANT to complete its Basic and Additional Services hereunder. Such information and data would generally include the following:

5.4.1 Property descriptions;

5.4.2 Zoning, deed, and other land use restrictions;

5.4.3 Utility and topographic mapping and surveys;

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

5.4.5 Explorations and tests of subsurface conditions at or contiguous to the Project site, drawings of physical conditions relating to existing surface or subsurface structures at the Project site, or hydrographic surveys, with appropriate professional interpretation thereof.

5.4.6 Environmental assessments, audits, investigations, and impact statements, and other relevant environmental or cultural studies as to the Project, the Project site, and adjacent areas.

5.5 Arrange for safe access to, and make all provisions for, CONSULTANT to enter upon public and private property as may be required for CONSULTANT to perform Services hereunder. CONSULTANT shall take reasonable precautions to minimize damage to the property during the course of its Services. OWNER acknowledges that a certain amount of damage, wear and tear, and depreciation is likely to result from CONSULTANT's operations on the property in furtherance of CONSULTANT's Services under this Agreement. The cost for restoration or remediation of damaged property which may result from CONSULTANT's operations is not included in CONSULTANT's compensation hereunder unless explicitly stated otherwise in this Agreement. If the property is damaged during CONSULTANT's operations and if OWNER desires CONSULTANT to restore or remediate the property to its former condition, CONSULTANT will do so for additional compensation.

5.6 Examine all alternate solutions ("value engineering"), studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by CONSULTANT (including obtaining the advice of an attorney, insurance counselor, and other advisors or CONSULTANTs as OWNER deems appropriate with respect to such examination) and render timely written decisions pertaining thereto.

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

5.8 Provide the following services in recognition and acknowledgement that CONSULTANT's Services do not include them:

5.8.1 Accounting, bond and financial advisory, independent cost estimating, and insurance counseling services;

5.8.2 Legal services and advice with regard to issues pertaining to the Project as OWNER requires, as Contractor raises, and/or as CONSULTANT reasonably requests.

5.9 Inform CONSULTANT in writing of any specific safety or security plans or requirements to which CONSULTANT will be required to adhere while on the Project site.

5.10 Designate and identify to CONSULTANT a person to act with authority on OWNER's behalf.

5.11 Communicate to CONSULTANT in writing with regard to any issues that impact project safety or the project schedule or cost.

ARTICLE 6
INSURANCE AND INDEMNFICIATION

6.1 Insurance. CONSULTANT shall procure and maintain the types and amounts of insurance as are set forth below. CONSULTANT shall cause OWNER to be an additional insured on CONSULTANT's policy of commercial general liability and automobile liability insurance.

6.1.1 Commercial General Liability

(a)	Each Occurrence:	$1,000,000
(b)	General Aggregate:	$2,000,000

6.1.2 Automobile Liability (Combined Single Limit BI/PD)

(a)	Each Accident:	$1,000,000

6.1.3 Worker Compensation: Statutory

6.1.4 Employers' Liability

(a)	Each Accident:	$1,000,000
(b)	Disease, Each Employee:	$1,000,000
(c)	Disease, Policy Limit:	$1,000,000

6.1.5 Professional Liability

(a)	Each Claim:	$2,000,000
(b)	Annual Aggregate:	$2,000,000

6.1.6 OWNER shall require Contractor to purchase and maintain policies of insurance covering worker compensation, general liability, property damages (other than to the Work itself), motor vehicle damage and injuries, builder's risk, and other insurance necessary to protect OWNER's and CONSULTANT's interests in the Project. OWNER shall require Contractor to be fully licensed and bonded. OWNER shall require Contractor to cause OWNER and CONSULTANT, their officers, directors, employees, agents, representatives, assigns and subconsultants to be named, listed or otherwise made additional insureds with respect to such liability and other insurance purchased and maintained by Contractor for the Project.

6.17 OWNER and CONSULTANT, only to the extent allowed by law, hereby mutually waive all rights of subrogation, as well as all claims and other rights they may have against each other for loss of and/or damage to (a) the Work and any Project therein, (b) all materials, machinery, equipment and other items used in the Project and/or to be incorporated into the Project, while the same are in transit, at Project sites, during erection and otherwise, and (c) all property owned by or in the custody of OWNER and its affiliates, however such loss or damage shall occur, except such rights as they may have to the proceeds of such instance held by the OWNER as trustee. If OWNER is not the sole Owner of the Project sites and all property at and adjacent thereto, OWNER shall obtain an undertaking from the other owners thereof sufficient to provide CONSULTANT the same protection from liability for loss or damage as would be afforded to CONSULTANT under this Agreement if OWNER were the sole owner. OWNER shall cause all policies of property insurance relating to the Project to contain a provision or endorsement to the effect that in the event of payment of any loss or damage, the insurers will have no rights of recovery against CONSULTANT or its subconsultants, or any insureds, additional insureds, or loss payees thereunder.

6.2 Indemnification.

6.2.1 Indemnification by CONSULTANT. To the fullest extent permitted by law, **and up to the limits of the Exclusivity of Remedies provision contained herein**, CONSULTANT shall indemnify OWNER and OWNER's officers, directors and employees for costs, losses, judgments, damages and expenses (including reasonable attorneys' fees) to the extent caused by the negligent acts, errors and omissions of CONSULTANT in the performance of its professional Services hereunder. In any matters involving allegations of negligent performance of professional Services by CONSULTANT, CONSULTANT's defense duties under this indemnification provision (which are expressly disclaimed) shall include only reimbursement of reasonable defense costs to the extent incurred as a proximate result of CONSULTANT's actual negligent performance.

6.2.2 Indemnification by OWNER. To the fullest extent permitted by law, OWNER shall indemnify and hold harmless CONSULTANT and its officers, directors, members, partners, agents, employees, and subconsultants from and against any and all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to the Project, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death or to injury to or destruction of tangible property,

including the loss of use resulting therefrom, but only to the extent caused by any negligent act, omission, or willful misconduct of OWNER or OWNER officers, directors, members, partners, agents, employees, CONSULTANTs, or others retained by or under contract to the OWNER with respect to this Agreement or to the Project.

6.2.3 Environmental Indemnification. To the fullest extent permitted by law, OWNER shall indemnify and hold harmless CONSULTANT and its officers, directors, employees, and subconsultants from and against any and all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys and other professionals, and all court, arbitration, or other dispute resolution costs) caused by, arising out of, relating to, or resulting from any substance, product, waste, or other material of any nature whatsoever (including, but not limited to, Asbestos, Petroleum, Radioactive Material, and PCBs) which 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. §§1801 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.; and (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 at, on, or under the Site, provided that (1) any such claim, cost, loss, or damage 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.

6.2.4 Percentage Share of Liability.

OWNER and CONSULTANT hereby expressly agree that, to the extent allowed by law, each party's total liability under this Agreement shall not exceed the party's percentage share of the total liability of a claim or dispute arising under this Agreement **up to the limits of the Exclusivity of Remedies provision contained herein.**

ARTICLE 7
TERMINATION AND SUSPENSION

7.1 Suspension.

7.1.1 By OWNER. OWNER may suspend the Project for up to 90 days upon seven days written notice to CONSULTANT.

7.1.2 By CONSULTANT. CONSULTANT may, after giving seven days written notice to OWNER, suspend services under this Agreement if CONSULTANT's performance has been substantially delayed through no fault of CONSULTANT, or due to OWNER's failure to pay CONSULTANT as set forth in Section 4.3.2 above.

7.2 Termination. The obligation to provide further Services under this Agreement may be terminated:

7.2.1 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 CONSULTANT:

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

(2) upon seven days written notice if the CONSULTANT's services for the Project are delayed or suspended for more than 90 days for reasons beyond CONSULTANT's control.

(3) CONSULTANT shall have no liability to OWNER on account of such termination.

(c) Notwithstanding the foregoing, this Agreement will not terminate under Paragraph 7.2.1(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.

7.2.2 For convenience,

(a) By OWNER effective upon CONSULTANT's receipt of notice from OWNER.

7.3 Effective Date of Termination. The terminating party under Paragraph 7.2 may set the effective date of termination at a time up to 30 days later than otherwise provided to allow CONSULTANT to demobilize personnel and equipment from the Project 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.

7.4. Payments Upon Termination

7.4.1 In the event of any termination under Paragraph 7.2, CONSULTANT 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 8.2 ("Ownership and Reuse of Documents").

7.4.2 In the event of termination by OWNER for convenience, or by CONSULTANT for cause, CONSULTANT shall be entitled, in addition to invoicing for those items identified in Paragraph 7.4.1, to invoice OWNER and to 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 CONSULTANT's subconsultants, and other related close-out costs, using methods and rates for Additional Services as set forth herein.

ARTICLE 8
MISCELLANEOUS PROVISIONS

8.1 Contract Period: All contracts, agreements, provisions and stipulations of this Agreement shall remain in full force for a period of **Eighteen (18) Months** from the date of the Agreement, and for such periods as the contract time may be extended by mutual written agreement between the OWNER and the CONSULTANT.

8.2 Ownership and Reuse of Documents. All Project documents including but not necessarily limited to reports, Drawings, studies, findings, correspondence, specifications, survey notes, estimates, maps, computations, calculations, computer files, computer assisted design and drafting (CADD) files (electronic and hard copy), and other data, as well as any and all other documents and other materials prepared, generated, or furnished by or for CONSULTANT and/or its subconsultant(s) for the Project pursuant to this Agreement (hereinafter referred to in this Paragraph 8.2 as "Documents") are instruments of service with respect to the Project, and CONSULTANT shall retain an ownership and intellectual property interest therein regardless whether the Project is completed. OWNER may make and retain copies thereof for information and reference in connection with the use and/or occupancy of the Project by OWNER and others. However, such Documents are not intended for reuse or future use by OWNER or others for any purpose whatsoever or on any other project. No representation is made that such Documents are or will be suitable for reuse or future use by OWNER or others for any purpose whatsoever or on any other project. Any use of such Documents by OWNER or others on any project other than the Project which is the subject of this Agreement is not advised and shall be done without warranty, representation, or liability to any extent whatsoever on the part of CONSULTANT. OWNER shall defend, indemnify, save and hold harmless CONSULTANT, its officers, directors, employees, agents, successors, and assigns against any and all liability for any and all claims, demands, fines, fees, damages, actions, causes of action, lawsuits, expenses (including attorneys' fees), mediations, and arbitrations arising out of, resulting from, or relating in any way to the OWNER's use of such Documents.

8.3 Electronic Transmittals.

8.3.1 OWNER and CONSULTANT 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.

8.3.2 If this Agreement does not establish protocols for electronic or digital transmittals, then OWNER and CONSULTANT shall jointly develop such protocols.

8.3.3 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.

8.4 Municipal Advisor Disclosure and Disclaimer

CONSULTANT is not acting or being retained to act as a "municipal advisor," as that term is defined by Section 15B(e)(4)(A)(i) and (ii) of the Securities and Exchange Act of 1934, as amended, and does not owe a fiduciary duty to OWNER or an "obligated person," as that term is defined by Section 15B(e)(10) of the Securities and Exchange Act of 1934, as amended. CONSULTANT shall not provide advice or recommendations to or on behalf of OWNER or an obligated person regarding municipal financial products or the issuance of municipal securities. CONSULTANT is not recommending an action to OWNER or an obligated person; CONSULTANT is not acting as an advisor to OWNER or an obligated person and does not owe a fiduciary duty pursuant to Section 15B of the Securities and Exchange Act to OWNER or an obligated person with respect to the information and material communicated pursuant to this Agreement or the Project; CONSULTANT is acting for its own interests; and OWNER and any obligated persons should discuss any information and material contained in any communications with any and all internal or external advisors and experts that OWNER or obligated person deems appropriate before acting on any information or material. CONSULTANT will not be providing advice or recommendations that are particularized to the specific needs, objectives, or circumstances of OWNER or an obligated person with respect to municipal financial products or the issuance of municipal securities, including with respect to the structure, timing, terms, and other similar matters concerning such financial products or issues. CONSULTANT will not be asked or expected to provide anything other than general information that does not involve a recommendation regarding municipal financial products or the issuance of municipal securities; nor will CONSULTANT be asked or expected to provide anything other than information of a factual nature without subjective assumptions, opinions, or views, and information that is not particularized to OWNER.

8.6 Delays and Extensions of Time. If CONSULTANT is delayed, impacted, or frustrated from commencing or progressing the Services at any time by any cause beyond the reasonable control of CONSULTANT, the schedule will be automatically extended and Compensation will be equitably adjusted to the extent reasonably necessary to compensate CONSULTANT for any increases in the cost of the Services caused by such delay. Examples of causes beyond the control of CONSULTANT include (without limitation): fire, flood, explosion, war, strike, emergency, pandemic, epidemic, terrorism, embargo, government requirement, civil or military authority, act of God, act or neglect of the OWNER, shipping delays, changes ordered in the construction of the Project, labor disputes, actions or inactions of governmental authorities, encountering hazardous materials, concealed or unknown conditions.

8.7 COVID-19 Exception. CONSULTANT and OWNER agree that they are entering into this Agreement under an unprecedented set of circumstances posed by a global pandemic and outbreak of COVID-19 Coronavirus, as identified by the World Health Organization and American Centers for Disease Control. These circumstances include the public health effects of the virus itself and responses of governments, businesses, and society to the pandemic and outbreak. The extent and impact of COVID-19 is unknown and presents an ongoing and currently indeterminable risk to CONSULTANT's performance under this Agreement. In consideration of the same, CONSULTANT and OWNER agree that to the extent COVID-19 may impact, interfere with, delay, or frustrate CONSULTANT's ability to perform under this Agreement, CONSULTANT's performance is excused under this Agreement and CONSULTANT is entitled to equitable adjustment of the schedule and Compensation, upon reasonable proof by CONSULTANT of the impact, interference, delay, or frustration. This provision supersedes and takes priority over any other provision of this Agreement.

8.8 Exclusivity of Remedies. To the fullest extent permitted by law, the total liability, in the aggregate, of CONSULTANT and CONSULTANT's officers, directors, employees, agents and subconsultants, and of any of them, to OWNER and anyone claiming by, through or under OWNER, for any and all injuries, claims, losses, expenses or damages whatsoever arising out of or in any way related to CONSULTANT's Services, the Project or this Agreement from any cause or causes whatsoever, including but not limited to the negligence, errors, omissions, strict liability or breach of contract by CONSULTANT or CONSULTANT's officers, directors, employees, agents or subconsultants, or any of them, shall be limited to and shall not exceed the total compensation received by CONSULTANT under this Agreement, but in no event shall exceed the amount of available insurance proceeds.

8.9 Successors and Assigns

8.9.1 OWNER and CONSULTANT each is hereby bound and the partners, successors, executors, administrators and legal representatives of OWNER and CONSULTANT (and to the extent permitted by Paragraph 8.9.2, the assigns of OWNER and CONSULTANT) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of this Agreement.

8.9.2 Neither OWNER nor CONSULTANT shall assign, sublet or transfer any rights under or interest in (including, but without limitation, monies that may become due or monies that are due) this Agreement without the written consent of the other, except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted 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. Nothing contained in this paragraph shall prevent CONSULTANT from employing such independent professional associates and CONSULTANTs as CONSULTANT may deem appropriate to assist in performance of Services hereunder.

8.9.3 Nothing under this Agreement shall be construed to give any right or benefits in this Agreement to anyone other than OWNER and CONSULTANT, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of OWNER and CONSULTANT and not for the benefit of any other party. OWNER agrees that that the substance of the provisions of this Paragraph 8.9.3 shall appear in the construction Contract Documents.

8.10 Dispute Resolution. If a dispute arises out of or relates to this Agreement or its alleged breach, the OWNER and CONSULTANT shall direct their representatives to endeavor to settle the dispute first through direct discussions. If the dispute cannot be resolved through direct discussions, the OWNER and CONSULTANT shall participate in mediation before recourse to litigation. The OWNER's and CONSULTANT's representatives shall attend all mediation sessions. Engaging in mediation is a condition precedent to litigation. Only after the parties have exhausted direct discussions AND mediation in accordance with the foregoing shall either of them be entitled to initiate litigation. Should either party initiate litigation prior to engaging in direct discussions and good faith mediation, it shall pay all attorneys' fees and expenses and other costs incurred by the other party in responding to said litigation. Any provisions herein to the contrary notwithstanding, OWNER and CONSULTANT hereby agree that any disputes between them will be tried to the Bench and not to a jury, and each of them willfully and voluntarily waives its right to trial by jury for any dispute arising out of this Agreement.

8.11 Disclaimer of Third-Party Benefits. OWNER and CONSULTANT expressly disclaim third-party beneficiaries hereunder and no one not a Party to the Agreement shall be entitled to seek enforcement against OWNER and/or CONSULTANT of any provision herein, or to otherwise seek damages from either Party for the alleged breach of any provision contained herein or purported duty or standard created or conferred hereunder. It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of the Agreement to create in the public or any member thereof a third party beneficiary hereunder, or to authorize anyone not a Party to the Agreement to maintain a claim, cause of action, lien or any other damages or any relief of any kind pursuant to the terms and provisions of this Agreement.

8.12 Waiver of Consequential Damages. Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither OWNER nor CONSULTANT, their respective officers, directors, agents, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the Project or to this Agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation, or any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty. Both OWNER and CONSULTANT shall require similar waivers of consequential damages protecting all the entities and persons named herein in all contracts and subcontracts with others involved in the Project.

8.13 Jurisdiction/Venue. This Agreement shall be governed by the laws of the State of **Mississippi** and any disputes related to or arising out of this Agreement or its alleged breach shall be brought in the appropriate courts of the State of **Mississippi**, exclusive of its choice of law provisions.

8.14 Severability. Any provision or part hereof which is held to be void or unenforceable under Applicable Laws shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and CONSULTANT, which hereby agreed that the Agreement shall be reformed to replace such stricken provision or part hereof with a valid and enforceable provision that comes as close as possible to expressing the intent of the stricken provision.

8.15 Total Agreement. This Agreement, (together with the attachments included above) constitutes the entire agreement between OWNER and CONSULTANT 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.

8.16 Designated Representative. With the execution of this Agreement, CONSULTANT and OWNER shall designate specific individuals to act as CONSULTANT's and OWNER's representatives with respect to the services to be performed or furnished by CONSULTANT 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.

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: (signature)
Print name: Billy Hewes
Title: Mayor
Date Signed: 11/17/2021

Federal Employer ID # (Corporation) _____

Address for Owner's receipt of notices:

_____

Designated Representative (Paragraph 8.16):
Name:
Title:
Phone Number:
E-Mail Address:

CONSULTANT: VOLKERT, INC.

By: Mark C. McConnell
Print name: Mark McConnell
Title: Senior Vice President
Date Signed: 11/17/2021

Address for Engineer's receipt of notices:

111 East Capital St.
Jackson, MS 39201

Designated Representative (Paragraph 8.16):
Name: Justin Walker
Title: V.P. MS Operations
Phone Number: 601-757-3197
E-Mail Address: justin.walker@volkert.com

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 16th day of November, 2021, the following Resolution:

A RESOLUTION OF THE GULFPORT CITY COUNCIL PROFESSIONAL SERVICES AGREEMENT WITH VOLKERT, INC., AUTHORIZING THE MAYOR TO EXECUTE THE SAME ON BEHALF OF THE CITY OF GULFPORT, AND FOR RELATED PURPOSES

WHEREAS, the City of Gulfport desires to contract with Volkert, Inc., to provide certain services pertaining to the overlay/repaving of a large number of public rights of way in the City of Gulfport pursuant to a Professional Services Agreement attached hereto as Exhibit "A"; and

WHEREAS, as more fully set forth in Attachment A to the Professional Services Agreement, Volkert is to coordinate with the City's paving contractor, prepare work authorizations, perform construction administration and resident project representation for construction maintenance overly and minor roadway and utility repairs; and

WHEREAS, because time is of the essence in this matter, any applicable city requirement that the services herein be procured via a request for proposals should be waived; and

WHEREAS, the proposed Professional Services Agreement (including attachments thereto) 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 City Council does hereby waive any city requirement that the professional services that are the subject of this resolution be procured via request for proposals is hereby waived and the Professional Services Agreement 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 Professional Services Agreement 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 Councilmember Flowers, seconded by Councilmember Kosloski, and was adopted by the following roll call vote:

YEAS:	**NAYS:**	**ABSENT:**
Casey	**None**	**None**
Roland		
Holmes-Hines		
Walker		
Sharp		
Flowers		
Kosloski		

WHEREUPON the President declared the motion carried and the Resolution adopted, this the 16th day of November, 2021.

(SEAL)

ATTEST:

Brittany Rodgers, Clerk of Council

ADOPTED:

F.B. "Rusty" Walker, IV, President

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 17th day of November, 2021.

APPROVED:

Billy Hewes, Mayor

thompson
ENGINEERING

January 3, 2024

Mr. Dave Steele, P.E.
Volkert, Inc.
14231 Seaway Rd., Suite 1003
Gulfport, MS 39503

Subject: Fee Estimate for Construction Materials Testing
Investigation of Subgrade Materials
Beneath Gulfport City Streets
Thompson Proposal No. 24-2123-0001

Dear Mr. Steele:

Attached please find Thompson Engineering's (TE) estimated fees for the services that you have requested for the Gulfport street investigation Project. This fee proposal is based upon the following assumptions:

1. TE will coordinate coring of selected city streets to access the underlying materials, and obtain any necessary samples for testing as directed by Volkert, Inc. Upon conclusion of investigating a particular location, the hole will be backfilled using sand, the core, and asphalt patching material.
2. A field technician will be provided. Any laboratory testing of earthwork materials will be performed in TE's lab located in Richland, MS. Per diem for the technician during the field portion of the work is included in the fee proposal.
3. A coring subcontractor will be used.

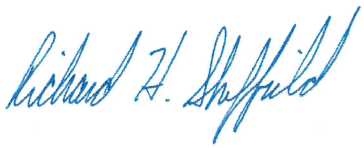
Changes in schedule or scope of work may affect the estimated fees, but billing will be in accordance with the attached fee schedule. If due to your knowledge of the project scope, you feel any of the assumptions or quantity estimates shown in this proposal are incorrect, please do not hesitate to call. *In rounded numbers, our estimated cost for CMT QC services is $18,665.00.*

599 Northpark Drive, Suite A
Ridgeland, MS 39157
601.899.9252 ph. / 601.899.9253 fax
www.thompsonengineering.com

A THOMPSON HOLDINGS, INC. COMPANY

Thank you for the opportunity to quote these services for you. We look forward to working with Volkert on this project.

THOMPSON ENGINEERING, INC.



Richard H. Sheffield, P.E.
Senior Engineer

TE Proposal:	24-2123-0001	**Rev. 0**	**Date:**	1/3/2024	

Client / Project: **Volkert**
Subgrade Investigation - Gulfport Streets

Prepared by: R. Sheffield
Phone: 601.519.9256
Email: rsheffield@thompsonengineering.com

thompson ENGINEERING

CMT Services

Description of Services	Labor Class	Role	Class Code	Unit of Measure	Unit Fees	Total Units	Cost
Field Services	Materials Specialist	Lead Technician	514	Hour	$104.00	40	$4,160.00
Project Management, Document Controls & Professional Services	Senior Engineer	CMT Oversight, Reporting	050	Hour	$188.00	12	$2,256.00
	Admin. Asst. II	Document Controls	799	Hour	$70.00	2	$140.00
					Support Services Subtotal:		$6,556.00

Laboratory Services

Description of Services	Class Code	Unit of Measure	Unit Fees	Total Units	Cost
Moisture Content	G020	Each	$11.50	42	$483.00
Sieve Analysis	G024	Each	$58.00	22	$1,276.00
Atterberg Limits	G002	Each	$75.00	22	$1,650.00
			Laboratory Services Subtotal:		$3,409.00

Direct Costs

Description of Services	Unit of Measure	Unit Fees	Total Units	Cost
Coring, 5" Diameter (Sub.) *	Lump Sum	$6,655.00	1	$6,655.00
Patching Materials	Cost	$400.00	1	$400.00
Per Diem	Day	$179.00	4	$716.00
Technician Mileage	Mile	$0.67	450	$301.50
		Direct Costs Subtotal:		$8,072.50

Contingency* :	$625.00
Support Services Total:	**$18,662.50**

1. Notes: Thompson Engineering is pleased to provide this proposal for providing our Construction Materials Testing and Inspection Services for the subject project. This proposal was estimated using a history of similar projects. Coring subcontractor estimates it will take three (3) days to perform the coring. Fees for any additional services requested not listed in the proposal will be charged in accordance with our standard schedule of fees.
2. Subcontractor contingency in case additional mobilization is required due to weather.

Richard H. Sheffield, P.E.

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 6th day of February, 2024, the following Resolution:

A RESOLUTION BY THE GULFPORT CITY COUNCIL TO AUTHORIZE AN EXPENDITURE (VIA EQUIPMENT IN-LIEU OF FUNDS) FOR ADVERTISING AND BRINGING INTO FAVORABLE NOTICE THE OPPORTUNITIES, POSSIBILITIES AND RESOURCES OF THE CITY OF GULFPORT, AND FOR RELATED PURPOSES

WHEREAS, Centennial Plaza and Lodging & Leisure Development Group, LLC d/b/a Lodging and Leisure Investments (hereinafter, "CP") is involved with planning a Mardi Gras parade that will terminate at Centennial Plaza on February 11, 2024, and end with a public event that will draw citizens and visitors alike to the CP properties in Gulfport that date; and

WHEREAS, CP has requested use of seventy-five (75) of the City's barricades in return for the City being named a sponsor of the aforementioned event, which sponsorship will include mention of Gulfport involvement in radio and television advertising; and

WHEREAS, the City of Gulfport will receive acknowledgement for the use of the City's barricades at the event, which will be attended by many and covered on local news media and social media; 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 area; 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 of the use of the barricades by CP at the Mardi Gras parade event planned for February 11, 2024, 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 up to seventy-five (75) barricades at an event sponsored by CP to advertise the resources and opportunities of the City of Gulfport and for other reasons set forth herein.

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

YEAS:	**NAYS:**	**ABSENT:**
Roland	**None**	**Casey**
Holmes - Hines		
Walker		
Sharp		
Flowers		
Kosloski		

WHEREUPON the President declared the motion carried and the Resolution adopted, this the 6th day of February, 2024.

CITY OF GULFPORT SEAL MISSISSIPPI

ATTEST:

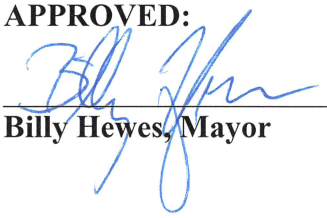
Brittany Rodgers, Clerk of Council

ADOPTED:

F.B. "Rusty" Walker, IV, President

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 7th day of February, 2024.

APPROVED:



Billy Hewes, Mayor

Centennial Plaza
Angie Dearman
700 E. Beach Blvd
Gulfport, Ms 39530

Mayor Hewes, CAO Wayne Miller and Gulfport City Council,

I hope this letter finds everyone well and we wish you all a Happy New Year!!!

Centennial Plaza would like to request 75 barricades delivered to the property on Feb. 9 for an event we are hosting on Feb. 11.

Your assistance is greatly appreciated!

Thank you in advance,

Angie Dearman
228-861-0557

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 6th day of February, 2024, the following Resolution:

A RESOLUTION BY THE GULFPORT CITY COUNCIL TO AUTHORIZE AN EXPENDITURE (VIA EQUIPMENT IN-LIEU OF FUNDS) FOR ADVERTISING AND BRINGING INTO FAVORABLE NOTICE THE OPPORTUNITIES, POSSIBILITIES AND RESOURCES OF THE CITY OF GULFPORT, AND FOR RELATED PURPOSES

WHEREAS, Chandeleur Island Brewing Company (hereinafter, "CB") is involved with planning a Mardi Gras event in conjunction with the annual Gemini Parade that will roll on Mardi Gras Saturday, February 10, 2024; and

WHEREAS, CB has requested use of the City's barricades and bleachers in return for the City being named a sponsor of the aforementioned event, which sponsorship will include mention of Gulfport involvement in radio and television advertising; and

WHEREAS, the City of Gulfport will receive acknowledgement for the use of the City's barricades and bleachers at the event, which will be attended by many and covered on local news media and social media; 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 area; 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 of the use of the barricades and bleachers by CB at the Mardi Gras parade event planned for February 10, 2024, 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 barricades and bleachers (a value of $300.00) at an event sponsored by CB to advertise the resources and opportunities of the City of Gulfport and for other reasons set forth herein.

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 Councilmember Flowers, seconded by Councilmember Walker, and was adopted by the following roll call vote:

YEAS:	**NAYS:**	**ABSENT:**
Roland	**None**	**Casey**
Holmes - Hines		
Walker		
Sharp		
Flowers		
Kosloski		

WHEREUPON the President declared the motion carried and the Resolution adopted, this the 6th day of February, 2024.

CITY OF GULFPORT SEAL MISSISSIPPI

ATTEST:

Brittany Rodgers, Clerk of Council

ADOPTED:

F.B. "Rusty" Walker, IV, President

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 7th day of February, 2024.

APPROVED:

Billy Hewes, Mayor

EVENTS DIVISION

P.O. Box 1780
Gulfport, MS 39502
Phone: 228-868-5789

MEMORANDUM

TO: City Councilmembers
Billy Hewes, Mayor
Wayne Miller, Chief Administrative Officer

FROM: William Lehman, Special Events Manager

DATE: January 23rd, 2024

RE: Chandy Gras – Bleachers and Barricades

Chandeleur Island Brewery is requesting use of the bleachers and barricades for their event in conjunction with The Krewe of Gemini Parade on Saturday, February 10th.

Value for the items below:

- Bleachers - $200
- Barricades - $100

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

William Lehman
Special Events Manager
Office of the CAO

CHANDY GRAS

Gina Prater - Chandeleur Island Brewery

2711 14th Street
Gulfport, MS 39501
228-701-9985
gina@chandybrewing.com

12 January, 2024

Billy Lehman - City of Gulfport

Dear Mr. Lehman and the City of Gulfport,

I'm writing to request permission to extend the footprint of the Gulfport Mardi Gras Day Parade in collaboration with the Krewe of Gemini to include the street in front of the brewery on 14th Street.

We are producing the 2nd Annual Chandy Gras to provide activity and entertainment to guests prior to the parade that rolls at 2pm. Currently we have music outside from 11am - 2pm, we've invited the Island School of Dance to perform, Just Cause Dog Rescue is hosting a dog costume contest and we are going to do the second line march around the block again with horns and all of the fun!

We would like to request a few barricades and the bleachers again please. We would also like to block the street from traffic on 14th Street down to 28th Avenue.

I have attached a map with details.

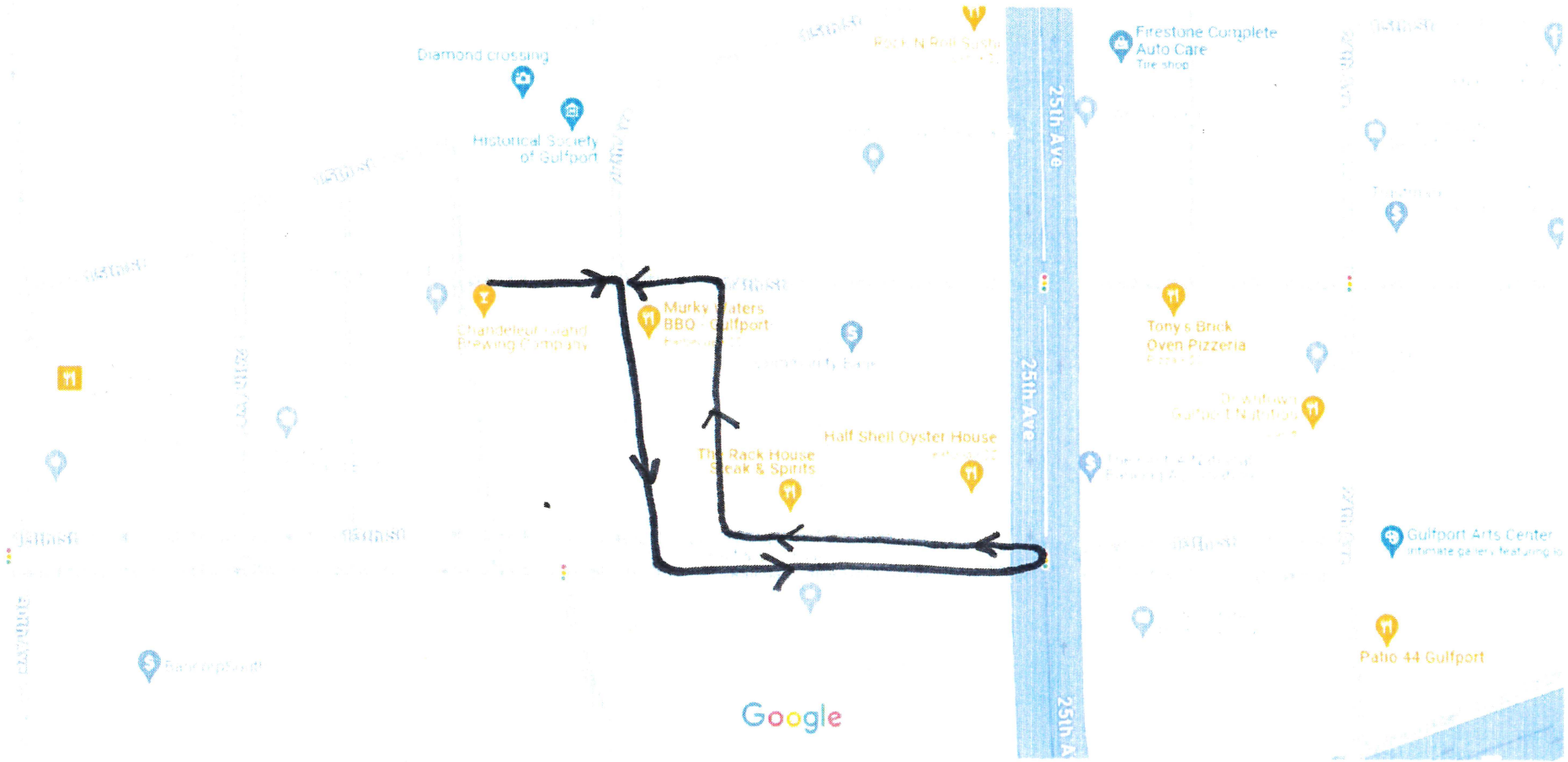
We are excited to be offering these festivities in downtown Gulfport again in 2024!

Thank you for your consideration and partnership with Chandeleur Island Brewery.

Gina Prater

Google Maps Chandy Gras 2024

SATURDAY, FEBRUARY 10, 2024
1:30PM



Additional Details:

1:30pm Second Line March to begin in Front of Chandeleur Island Brewery, 2711 14th Street. Our Grand Marshall will lead the 2nd Line East on 14th Street and turn South onto 27th Avenue, East onto 13th Street, make a U turn and head back West on 13th Street, turn North into Fishbone Alley to 14th Street and back West toward the brewery. We expect this march will last about 30-40 minutes, ending just as the parade begins to roll.

We would like to place the bleachers on the corner of 25th Avenue close to 14th Street, in front of the forthcoming Renee's Downtown Bistro. We will need some barricades to block that area off like last year. I have reached out to Renee's Downtown Bistro to see about their plans and invite them to be part of our VIP area. We have someone controlling entry to this area.

We will have banners made that mark the area as VIP, and promote the partners we have in this event - The City of Gulfport, The Krewe of Gemini, Mitchell Distributing, Island School of Dance, Just Cause Dog Rescue and the second line band.

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 6th day of February, 2024, the following Resolution:

A RESOLUTION BY THE GULFPORT CITY COUNCIL TO AUTHORIZE AN EXPENDITURE (IN THE FORM OF A MONETARY DONATION AND AN IN-KIND DONATION) FOR ADVERTISING AND BRINGING INTO FAVORABLE NOTICE THE OPPORTUNITIES, POSSIBILITIES AND RESOURCES OF THE CITY OF GULFPORT IN CONNECTION WITH JEEPIN THE COAST, AND FOR RELATED PURPOSES

WHEREAS, Jeepin the Coast, LLC, plans to host an event (Thankful Thursday) on Thursday, May 30, 2024, at Sully's in Gulfport, as a part of the 2024 Jeepin the Coast event; and

WHEREAS, Jeepin the Coast has requested that the City provide an in-kind contribution in benefit of the event in the form of a fee waiver for the use of the City's large stage and funding for the rental of portolets and handwashing stations; and

WHEREAS, City of Gulfport will receive advertising thru the advance promotion of and press coverage afforded this event; 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 area; 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 of the use of the City's large stage (a value of $3,500.00) and a donation in the amount of $800.00 for the rental of portolets and handwashing stations in support of the Jeepin the Coast event at Sully's to be held on May 30, 2024, and that the same 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 ($3,500.00) of the use of the City's large stage and a payment to Jeepin the Coast in the amount of $800.00 (special check approved, if needed) to be used in support of the Jeepin the Coast event at Sully's on May 30, 2024.

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

YEAS:	**NAYS:**	**ABSENT:**
Roland	**None**	**Casey**
Holmes - Hines		
Walker		
Sharp		
Flowers		
Kosloski		

WHEREUPON the President declared the motion carried and the Resolution adopted, this the 6th day of February, 2024.

CITY OF GULFPORT SEAL MISSISSIPPI

ATTEST:

Brittany Rodgers, Clerk of Council

ADOPTED:

F.B. "Rusty" Walker, IV, President

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 7th day of February, 2024.

APPROVED:

Billy Hewes, Mayor

EVENTS DIVISION

P.O. Box 1780
Gulfport, MS 39502
Phone: 228-868-5789

MEMORANDUM

TO: City Councilmembers
Billy Hewes, Mayor
Wayne Miller, Chief Administrative Officer

FROM: William Lehman, Special Events Manager

DATE: January 19, 2024

RE: Jeepin' The Coast – Stage & Portolets

Jeepin' the Coast is requesting the city to provide a stage and portolets for Jeepin' the Coast Thankful Thursday event at Sully's. The costs associated are below:

- Stage - $800
- Portolets & Handwashing - $800

Previously (11/21/2023), the City Council has approved the $3,000 "Official Event Sponsor" request.

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

William Lehman
Special Events Manager
Office of the CAO

JTC 2024

City of Gulfport Sponsorship Proposal

JEEPIN THE COAST

May 29-June 2, 2024

JTC unites thousands of Jeep Enthusiasts from all around the US for an annual 5-day Jeep Event on the MS Gulf Coast.

Our Economic Impact Study shows JTC 2023 had a $2.45 million economic impact for the MS Gulf Coast. It also shows a total of 19,000 out of town guests traveled to the MS Gulf Coast for JTC 2023.

JTC appreciates the relationship we have developed with The City of Gulfport. With your continued support, JTC will continue to grow bigger each year.

Below is the Sponsorship Package for 2024. If you are interested in returning as our Official City Sponsor, complete & return the commitment form below and **before 11/01/23.**

OFFICIAL EVENT SPONSOR – $3,000.00

1. Thankful Thursday Event will be held in the City of Gulfport in front of Sully's.
2. Logo/Name listed on our event schedule, event shirts, & social media as City Sponsor for Thursday nights event.
3. Link to your business on the JTC website
4. Logo on sponsorship banners at Jeep Central & on Thursday nights Concert Stage
5. The City of Gulfport downtown businesses listed on promo cards for Swag Bags. (The city must provide us with a list of participating businesses. We can discuss in meeting)

JTC 2024 SPONSORSHIP COMMITMENT FORM

Company Name_____ Contact_____

Email address_____ Phone#_____

Address_____ City/State/Zip_____

Signature of Authorized Rep_____ Date: _____

By signing, Sponsor agrees to a contractual obligation to Sponsor Jeepin The Coast 2024 per the details within.

NOTES:

We do ask that the City of Gulfport provide:

- ***Concert Stage***
- ***8 Portolet's & 4 handwashing stations***

Sponsorship Commitment Deadline 11/01/23

Sponsorship payments due 01/05/24

For more information contact Julie at 228-861-9270 or

email us at: jeepinthecoast@gmail.com

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 6th day of February, 2024, 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 MISSISSIPPI ASSOCIATION OF COACHES ALL-STAR FOOTBALL BANQUET, AND FOR RELATED PURPOSES

WHEREAS, the Mississippi Association of Coaches desires to utilize the Lyman Community Center on December 20, 2024, from 6:00 PM until 9:00 PM to conduct and host an All-Star Football Banquet; and

WHEREAS, the Mississippi Association of Coaches has requested waiver of associated rental fees in the amount of $1,260.00; and

WHEREAS, City of Gulfport will receive advertising from publicity afforded the event contemplated by the Mississippi Association of Coaches; 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 of the rental fees ($1,260.00) for the use of the Lyman Community Center by the Mississippi Association of Coaches on December 20, 2024, for an All-Star Football Banquet 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 wavier of rental fees in the amount of $1,260.00 for the rental of the Lyman Community Center by the Mississippi Association of Coaches for its All-Star Football Banquet on December 20, 2024.

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

YEAS:	**NAYS:**	**ABSENT:**
Roland	**None**	**Casey**
Holmes - Hines		
Walker		
Sharp		
Flowers		
Kosloski		

WHEREUPON the President declared the motion carried and the Resolution adopted, this the 6th day of February, 2024.

CITY OF GULFPORT SEAL MISSISSIPPI

ATTEST:

Brittany Rodgers, Clerk of Council

ADOPTED:

F.B. "Rusty" Walker, IV, President

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 7th day of February, 2024.

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 6th day of February, 2024, the following Resolution:

A RESOLUTION BY THE GULFPORT CITY COUNCIL TO AUTHORIZE AN EXPENDITURE (IN THE FORM OF IN-KIND DONATION) FOR ADVERTISING AND BRINGING INTO FAVORABLE NOTICE THE OPPORTUNITIES, POSSIBILITIES AND RESOURCES OF THE CITY OF GULFPORT IN CONNECTION WITH THE WOUNDED WARRIOR SPOUSE APPRECIATION DINNER, AND FOR RELATED PURPOSES

WHEREAS, Wounded Warrior Project plans to hold its Spouse Appreciation Dinner at the Westside Community Center on May 18, 2024, to honor the spouses of wounded warriors who have stood by their loved ones at the time of their greatest need; and

WHEREAS, the Wounded Warrior Project has requested that the City provide an in-kind contribution in benefit of its Spouse Appreciation Dinner in the form of a fee waiver for the use of the Westside Community Center ($160.00) for the dinner; and

WHEREAS, City of Gulfport receives advertising thru the advance promotion of this event which serves to benefit the wounded warriors and their spouses along the Mississippi Gulf Coast; 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 Mississippi Gulf Coast; 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 of the use of the Westside Community Center to the Wounded Warriors Project in support of its Spouse Appreciation Dinner 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 Westside Community Center to the Wounded Warriors Project in support of its Spouse Appreciation Dinner.

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 Councilmember Flowers, seconded by Councilmember Walker, and was adopted by the following roll call vote:

YEAS:	**NAYS:**	**ABSENT:**
Roland	**None**	**Casey**
Holmes - Hines		
Walker		
Sharp		
Flowers		
Kosloski		

WHEREUPON the President declared the motion carried and the Resolution adopted, this the 6th day of February, 2024.

CITY OF GULFPORT SEAL MISSISSIPPI

ATTEST:

Brittany Rodgers, Clerk of Council

ADOPTED:

F.B. "Rusty" Walker, IV, President

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 7th day of February, 2024.

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 6th day of February, 2024, 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, on October 17, 2023, on November 7, 2023, on December 5, 2023, on December 19, 2023, and on January 16, 2024, 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 Councilmember Flowers, seconded by Councilmember Walker, and was adopted by the following roll call vote:

YEAS:	**NAYS:**	**ABSENT:**
Roland	**None**	**Casey**
Holmes - Hines		
Walker		
Sharp		
Flowers		
Kosloski		

WHEREUPON the President declared the motion carried and the Resolution adopted, this the 6th day of February, 2024.

CITY OF GULFPORT SEAL MISSISSIPPI

ATTEST:

Brittany Rodgers, Clerk of Council

ADOPTED:

F.B. "Rusty" Walker, IV, President

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 7th day of February, 2024.

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 6th day of February, 2024, 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, on October 17, 2023, on November 7, 2023, on December 5, 2023, on December 19, 2023, and on January 16, 2024, 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 Councilmember Flowers, seconded by Councilmember Walker, and was adopted by the following roll call vote:

YEAS:	**NAYS:**	**ABSENT:**
Roland	**None**	**Casey**
Holmes - Hines		
Walker		
Sharp		
Flowers		
Kosloski		

WHEREUPON the President declared the motion carried and the Resolution adopted, this the 6th day of February, 2024.

CITY OF GULFPORT * SEAL * MISSISSIPPI

ATTEST:

Brittany Rodgers, Clerk of Council

ADOPTED:

F.B. "Rusty" Walker, IV, President

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 7th day of February, 2024.

APPROVED:

Billy Hewes, Mayor

City of Gulfport

Budget Amendment Request

Fund Name	Forfeitures and Seizures	Council Meeting Date:	02/06/24
Department #	277	Budget Amendment Number:	2024-35
Department Name	Forfeitures and Seizures		

	Original Budget	Prior Amendments	This Amendment	Revised Budget
Charges for Services	-	617	250	867
Personnel Services	-	-	-	-
Supplies	95,924	-	-	95,924
Other Services	6,527	-	-	6,527
Capital	551,725	1,143	250	553,118
Total Expenditures	**654,176**	**1,143**	**250**	**655,569**

Total Budget Amendments as a percentage of the total originally adopted budget **0.21%**

SUMMARY:

As requested by the Police Department, this budget amendment appropriates funds associated with a check received from the Circuit Clerk of Harrison County.

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	CNET	Council Meeting Date:	02/06/24
Department #	286	Budget Amendment Number:	2024-36
Department Name	CNET		

	Original Budget	Prior Amendments	This Amendment	Revised Budget
Intergovernmental Revenue	-	-	142	142
Personnel Services	-	-	-	-
Supplies	56,948	-	-	56,948
Other Services	-	-	-	-
Capital	14,481	-	142	14,623
Total Expenditures	**71,429**	**-**	**142**	**71,571**

Total Budget Amendments as a percentage of the total originally adopted budget **0.20%**

SUMMARY:

As requested by the Police Department, this budget amendment appropriates funds associated with a check received for the Coastal Narcotics Enforcement Team budget.

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	CNET	Council Meeting Date:	02/06/24
Department #	286	Budget Amendment Number:	2024-37
Department Name	CNET		

	Original Budget	Prior Amendments	This Amendment	Revised Budget
Intergovernmental Revenue	-	142	85	227
Personnel Services	-	-	-	-
Supplies	56,948	-	-	56,948
Other Services	-	-	-	-
Capital	14,481	142	85	14,708
Total Expenditures	**71,429**	**142**	**85**	**71,656**

Total Budget Amendments as a percentage of the total originally adopted budget **0.32%**

SUMMARY:

As requested by the Police Department, this budget amendment appropriates funds associated with a check received for the Coastal Narcotics Enforcement Team budget.

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:	02/06/24
Department #	815	Budget Amendment Number:	2024-38
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	253,767	29,060	6,197,571
Capital	100,000	-	-	100,000
Total Expenditures	**8,225,484**	**297,816**	**29,060**	**8,552,360**

Total Budget Amendments as a percentage of the total originally adopted budget **3.97%**

SUMMARY:

The Department of Public Works is requesting approval to transfer a total of $29,060.00 of the City's Unobligated Water/Sewer funds into the Public Works' Water Operations Contractual Fees account in order to fund Year 1 of the Tank Maintenance Agreement for Bayou View Water Tank with American Tank Maintenance, 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.

City of Gulfport

Budget Amendment Request

Fund Name	General Fund	Council Meeting Date:	02/06/24
Department #	150	Budget Amendment Number:	2024-39
Department Name	Information Technology		

	Original Budget	Prior Amendments	This Amendment	Revised Budget
Personnel Services	994,409	-	50,000	1,044,409
Supplies	51,000	-	-	51,000
Other Services	1,455,000	9,108	-	1,464,108
Capital	-	-	-	-
Total Expenditures	**2,500,409**	**9,108**	**50,000**	**2,559,517**

Total Budget Amendments as a percentage of the total originally adopted budget **2.36%**

SUMMARY:

The Department of Information Technology requests a budget amendment that will increase our personnel services budget by $50,000. This increase is needed to support the personnel reorganization previously presented. No new funds are requested for this budgeted. This $50,000 increase is being paid for by using surplus personnel services funds from the General Administrative and Finance department, the Police Department, the Fire Department, and the Leisure Services department.

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:	02/06/24
Department #	213	Budget Amendment Number:	2024-39
Department Name	Police		

	Original Budget	Prior Amendments	This Amendment	Revised Budget
Charges for Services	5,425,000	4,427	-	5,429,427
Personnel Services	18,019,741	27,643	(12,500)	18,034,884
Supplies	1,844,706	43,889	-	1,888,595
Other Services	2,408,830	92,242	-	2,501,072
Capital	162,000	125,617	-	287,617
Total Expenditures	**22,435,277**	**289,391**	**(12,500)**	**22,712,168**

Total Budget Amendments as a percentage of the total originally adopted budget **1.23%**

SUMMARY:

The Department of Information Technology requests a budget amendment that will increase our personnel services budget by $50,000. This increase is needed to support the personnel reorganization previously presented. No new funds are requested for this budgeted. This $50,000 increase is being paid for by using surplus personnel services funds from the General Administrative and Finance department, the Police Department, the Fire Department, and the Leisure Services department.

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:	02/06/24
Department #	145	Budget Amendment Number:	2024-39
Department Name	Gen Admin and Finance		

	Original Budget	Prior Amendments	This Amendment	Revised Budget
Personnel Services	1,669,808	-	(12,500)	1,657,308
Supplies	68,005	32,763	-	100,768
Contractual Services	1,407,275	58,992	-	1,466,267
Capital	-	4,590	-	4,590
Total Expenditures	**3,145,088**	**96,345**	**(12,500)**	**3,228,933**

Total Budget Amendments as a percentage of the total originally adopted budget **2.67%**

SUMMARY:

The Department of Information Technology requests a budget amendment that will increase our personnel services budget by $50,000. This increase is needed to support the personnel reorganization previously presented. No new funds are requested for this budgeted. This $50,000 increase is being paid for by using surplus personnel services funds from the General Administrative and Finance department, the Police Department, the Fire Department, and the Leisure Services department.

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:	02/06/24
Department #	411	Budget Amendment Number:	2024-39
Department Name	Leisure Services		

	Original Budget	Prior Amendments	This Amendment	Revised Budget
Miscellaneous / Other	50,000	1,620	-	51,620
Total Revenues	**50,000**	**1,620**	**-**	**51,620**
Personnel Services	3,500,453	-	(12,500)	3,487,953
Supplies	955,357	16,536	-	971,893
Other Services	2,668,710	-	-	2,668,710
Capital	459,044	35,547	-	494,591
Total Expenditures	**7,583,564**	**52,083**	**(12,500)**	**7,623,147**

Total Budget Amendments as a percentage of the total originally adopted budget **0.52%**

SUMMARY:

The Department of Information Technology requests a budget amendment that will increase our personnel services budget by $50,000. This increase is needed to support the personnel reorganization previously presented. No new funds are requested for this budgeted. This $50,000 increase is being paid for by using surplus personnel services funds from the General Administrative and Finance department, the Police Department, the Fire Department, and the Leisure Services department.

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:	02/06/24
Department #	290	Budget Amendment Number:	2024-39
Department Name	Fire		

	Original Budget	Prior Amendments	This Amendment	Revised Budget
Personnel Services	13,013,981	-	(12,500)	13,001,481
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**	**(12,500)**	**14,982,811**

Total Budget Amendments as a percentage of the total originally adopted budget	**1.41%**

SUMMARY:

The Department of Information Technology requests a budget amendment that will increase our personnel services budget by $50,000. This increase is needed to support the personnel reorganization previously presented. No new funds are requested for this budgeted. This $50,000 increase is being paid for by using surplus personnel services funds from the General Administrative and Finance department, the Police Department, the Fire Department, and the Leisure Services department.

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	Capital Projects - ARPA	Council Meeting Date:	02/06/24
Department #		Budget Amendment Number:	2024-40
Department Name	Capital Projects - ARPA		

PROJECT 24020

	Original Budget	Prior Amendments	This Amendment	Revised Budget
Grant Revenues	16,050,000	-	122,316	16,172,316
Interest Revenue	750,000	-	-	750,000
Total Revenues	16,800,000	-	122,316	16,922,316
Personnel Services	-	-	-	-
Supplies	-	-	-	-
Other Services	-	-	-	-
Capital	32,100,000	-	423,784	32,523,784
Total Expenditures	**32,100,000**	**-**	**423,784**	**32,523,784**

Total Budget Amendments as a percentage of the total originally adopted budget **0.00%**

SUMMARY:

The Department of Engineering requests approval to use APRA funds for the engineering of this City Wide Paving Infrastructure 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.

City of Gulfport

Budget Amendment Request

Fund Name	Forfeitures and Seizures	Council Meeting Date:	02/06/24
Department #	277	Budget Amendment Number:	2024-41
Department Name	Forfeitures and Seizures		

	Original Budget	Prior Amendments	This Amendment	Revised Budget
Intergovernmental Revnenue	-	507	110	617
Personnel Services	-	-	-	-
Supplies	95,924	-	-	95,924
Other Services	6,527	-	-	6,527
Capital	551,725	1,033	110	552,868
Total Expenditures	**654,176**	**1,033**	**110**	**655,319**

Total Budget Amendments as a percentage of the total originally adopted budget	**0.17%**

SUMMARY:

As requested by the Police Department, this budget amendment appropriates funds associated with a check received from the Circuit Clerk of Harrison County.

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.

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 6th day of February, 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 Roland, seconded by Councilmember Walker, and was adopted by the following roll call vote:

YEAS:	**NAYS:**	**ABSENT:**
Roland	**None**	**Casey**
Holmes - Hines		
Walker		
Sharp		
Flowers		
Kosloski		

WHEREUPON the President declared the motion carried and the Resolution adopted, this the 6th day of February, 2024.

CITY OF GULFPORT SEAL MISSISSIPPI

ATTEST:

Brittany Rodgers, Clerk of Council

ADOPTED:

F.B. "Rusty" Walker, IV, President

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 7th day of February, 2024.

APPROVED:

Billy Hewes, Mayor

City of Gulfport, MS
Cash Balance Report
January 31, 2024

Fund	Object	Account Name		Balance
001	100350	ACCOUNTS PAYABLE CLEARING		50,000.00
001	100351	PAYROLL CLEARING		109,592.78
010	100310	GENERAL FUND		22,709,929.87
030	100409	DISASTER RELIEF		1,325,713.14
100	100306	CASH AQUARIUM		1,306,655.76
100	100405	CAPITAL PROJECTS CITY FUNDED		2,096,894.86
100	100413	COUNCIL BP MONEY		661,587.73
103	100314	W/S CAPITAL PROJECTS		593,910.35
105	100307	ARPA GRANT MONEY		20,738,763.71
107	100402	CONST BOND PROCEEDS 2021		6,952,306.79
107	100404	DFA 2022 HB1353 FUNDING		3,678,095.15
109	100408	MIMA USE TAX RECEIPTS		9,015,733.60
200	100311	COMMUNITY DEVELOPMENT		535,424.14
210	100410	POLICE AND FIRE RETIRMENT		334.91
274	100416	FEDERAL FORFEITURES & SEIZURES		328,921.35
275	100315	FORFEITS AND SEIZURES		134,721.13
285	100318	COASTAL NARCOTICS		99,686.01
300	100406	DEBT SERVICE AD VALOREM TAXES		2,373,425.98
305	100407	DEBT SERVICE MIMA BOND		1,616,013.64
400	100340	WATER TRUST		2,967,207.82
400	100341	WATER AND SEWER CLEARING		34,745,383.04
405	100411	SOLID WASTE		(289,577.28)
420	100401	HARBOR CLEARING		73,440.83
421	100403	HARBOR LIGHTS CASH		1,402,652.81
500	100303	GROUP HEALTH		309,282.75
500	100357	FLEXIBLE SPENDING ACCOUNT		81,189.95
510	100305	CLAIMS CONTINGENCY		1,795,959.48
510	100414	CLAIMS CONTINGENCY-TORTS		1,793,718.24
510	100415	INSURANCE PREMIUMS		922,559.52
		Total Cash Balances	**$**	**118,129,528.06**

CITY OF GULFPORT

ACCOUNTS PAYABLE WARRANT REPORT

DATE: 02/07/2024
WARRANT: 02072024
AMOUNT: 3,413,196.24

ACCOUNTS PAYABLE WARRANT REPORT

Detail Invoice List

WARRANT: 02072024 02/07/2024

CASH ACCOUNT: 001 100350 ACCOUNTS PAYABLE CLEARING

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
58	A T & T	0001		INV	02/07/2024		366190	565809	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 213 626001		OPERATING	TELEPHONE		503.12			
						503.12			
						CHECK TOTAL	**503.12**		
58	A T & T	0011		INV	02/07/2024		366083	565698	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 213 626001		OPERATING	TELEPHONE		232.56			
						232.56			
						CHECK TOTAL	**232.56**		
58	A T & T	0011		INV	02/07/2024		366659	566265	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 213 626001		OPERATING	TELEPHONE		214.61			
						214.61			
						CHECK TOTAL	**214.61**		
58	A T & T	0011		INV	02/07/2024		366660	566266	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 311 626001		STS & DRAI	TELEPHONE		1,596.42			
						1,596.42			
						CHECK TOTAL	**1,596.42**		
58	A T & T	0015		INV	02/07/2024		366620	566226	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 111 626001		MAYOR	TELEPHONE		41.75			
						41.75			
						CHECK TOTAL	**41.75**		
58	A T & T	0015		INV	02/07/2024		366621	566227	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 115 626001		COUNCIL	TELEPHONE		35.80			
						35.80			
						CHECK TOTAL	**35.80**		

ACCOUNTS PAYABLE WARRANT REPORT

Detail Invoice List

WARRANT: 02072024 02/07/2024

CASH ACCOUNT: 001 100350 ACCOUNTS PAYABLE CLEARING

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
58	A T & T	0015		INV	02/07/2024		366622	566228	

ACCOUNT DETAIL					LINE AMOUNT
1	125	626001	CITY COURT	TELEPHONE	241.19
					241.19
				CHECK TOTAL	**241.19**

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
58	A T & T	0015		INV	02/07/2024		366623	566229	

ACCOUNT DETAIL					LINE AMOUNT
1	135	626001	CITY ATTY	TELEPHONE	42.66
					42.66
				CHECK TOTAL	**42.66**

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
58	A T & T	0015		INV	02/07/2024		366624	566230	

ACCOUNT DETAIL					LINE AMOUNT
1	145	626001	Finance	TELEPHONE	1,262.49
					1,262.49
				CHECK TOTAL	**1,262.49**

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
58	A T & T	0015		INV	02/07/2024		366625	566231	

ACCOUNT DETAIL					LINE AMOUNT
1	213	626001	OPERATING	TELEPHONE	1,753.82
					1,753.82
				CHECK TOTAL	**1,753.82**

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
58	A T & T	0015		INV	02/07/2024		366626	566232	

ACCOUNT DETAIL					LINE AMOUNT
1	290	626001	FIRE	TELEPHONE	849.33
					849.33
				CHECK TOTAL	**849.33**

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
58	A T & T	0015		INV	02/07/2024		366627	566233	

ACCOUNT DETAIL					LINE AMOUNT
1	315	626001	TRAFFIC	TELEPHONE	167.10
					167.10
				CHECK TOTAL	**167.10**

ACCOUNTS PAYABLE WARRANT REPORT

Detail Invoice List

WARRANT: 02072024 02/07/2024

CASH ACCOUNT: 001 100350 ACCOUNTS PAYABLE CLEARING

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
58	A T & T	0015		INV	02/07/2024		366628	566234	

ACCOUNT DETAIL					LINE AMOUNT
1	325	626001	ENGINEER	TELEPHONE	25.81
					25.81
				CHECK TOTAL	**25.81**

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
58	A T & T	0015		INV	02/07/2024		366629	566235	

ACCOUNT DETAIL					LINE AMOUNT
1	335	626001	MAINT GARA	TELEPHONE	19.87
					19.87
				CHECK TOTAL	**19.87**

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
58	A T & T	0015		INV	02/07/2024		366630	566236	

ACCOUNT DETAIL					LINE AMOUNT
1	411	626001	LEISURE SE	TELEPHONE	2,202.71
					2,202.71
				CHECK TOTAL	**2,202.71**

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
58	A T & T	0015		INV	02/07/2024		366631	566237	

ACCOUNT DETAIL					LINE AMOUNT
1	146	626001	Grant Mgmt	TELEPHONE	67.63
					67.63
				CHECK TOTAL	**67.63**

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
58	A T & T	0015		INV	02/07/2024		366632	566238	

ACCOUNT DETAIL					LINE AMOUNT
1	611	626001	PLAN & ZON	TELEPHONE	300.29
					300.29
				CHECK TOTAL	**300.29**

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
58	A T & T	0015		INV	02/07/2024		366633	566239	

ACCOUNT DETAIL					LINE AMOUNT
1	144	626001	Bus Dev	TELEPHONE	13.35
					13.35
				CHECK TOTAL	**13.35**

ACCOUNTS PAYABLE WARRANT REPORT

Detail Invoice List

WARRANT: 02072024 02/07/2024

CASH ACCOUNT: 001 100350 ACCOUNTS PAYABLE CLEARING

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
58	A T & T	0015		INV	02/07/2024		366634	566240	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 445 626001		J T JONES	TELEPHONE		619.57			
						619.57			
						CHECK TOTAL	**619.57**		
58	A T & T	0015		INV	02/07/2024		366635	566241	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 811 626001		UTIL BILL	TELEPHONE		329.21			
						329.21			
						CHECK TOTAL	**329.21**		
58	A T & T	0015		INV	02/07/2024		366636	566242	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 825 626001		SEWER	TELEPHONE		11.24			
						11.24			
						CHECK TOTAL	**11.24**		
58	A T & T	0015		INV	02/07/2024		366637	566243	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 815 626001		WATER	TELEPHONE		434.49			
						434.49			
						CHECK TOTAL	**434.49**		
58	A T & T	0015		INV	02/07/2024		366638	566244	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 811 626001		UTIL BILL	TELEPHONE		40.46			
						40.46			
						CHECK TOTAL	**40.46**		
58	A T & T	0015		INV	02/07/2024		366639	566245	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 213 626001		OPERATING	TELEPHONE		40.46			
						40.46			
						CHECK TOTAL	**40.46**		

ACCOUNTS PAYABLE WARRANT REPORT

Detail Invoice List

WARRANT: 02072024 02/07/2024

CASH ACCOUNT: 001 100350 ACCOUNTS PAYABLE CLEARING

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
58	A T & T	0015		INV	02/07/2024		366640	566246	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 411 626001		LEISURE SE	TELEPHONE		751.77			
						751.77			
						CHECK TOTAL	**751.77**		
58	A T & T	0015		INV	12/28/2024		366641	566247	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 111 626001		MAYOR	TELEPHONE		4.10			
						4.10			
						CHECK TOTAL	**4.10**		
58	A T & T	0015		INV	12/28/2024		366642	566248	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 115 626001		COUNCIL	TELEPHONE		3.52			
						3.52			
						CHECK TOTAL	**3.52**		
58	A T & T	0015		INV	12/28/2024		366643	566249	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 125 626001		CITY COURT	TELEPHONE		23.69			
						23.69			
						CHECK TOTAL	**23.69**		
58	A T & T	0015		INV	12/28/2024		366644	566250	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 135 626001		CITY ATTY	TELEPHONE		4.19			
						4.19			
						CHECK TOTAL	**4.19**		
58	A T & T	0015		INV	12/28/2024		366645	566251	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 145 626001		Finance	TELEPHONE		124.02			
						124.02			
						CHECK TOTAL	**124.02**		

ACCOUNTS PAYABLE WARRANT REPORT

Detail Invoice List

WARRANT: 02072024 02/07/2024

CASH ACCOUNT: 001 100350 ACCOUNTS PAYABLE CLEARING

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
58	A T & T	0015		INV	12/28/2024		366646	566252	

ACCOUNT DETAIL					LINE AMOUNT
1	213	626001	OPERATING	TELEPHONE	172.29
					172.29
				CHECK TOTAL	**172.29**

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
58	A T & T	0015		INV	12/28/2024		366647	566253	

ACCOUNT DETAIL					LINE AMOUNT
1	290	626001	FIRE	TELEPHONE	83.44
					83.44
				CHECK TOTAL	**83.44**

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
58	A T & T	0015		INV	12/28/2024		366648	566254	

ACCOUNT DETAIL					LINE AMOUNT
1	315	626001	TRAFFIC	TELEPHONE	16.42
					16.42
				CHECK TOTAL	**16.42**

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
58	A T & T	0015		INV	12/28/2024		366649	566255	

ACCOUNT DETAIL					LINE AMOUNT
1	325	626001	ENGINEER	TELEPHONE	2.54
					2.54
				CHECK TOTAL	**2.54**

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
58	A T & T	0015		INV	12/28/2024		366650	566256	

ACCOUNT DETAIL					LINE AMOUNT
1	335	626001	MAINT GARA	TELEPHONE	1.95
					1.95
				CHECK TOTAL	**1.95**

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
58	A T & T	0015		INV	12/28/2024		366651	566257	

ACCOUNT DETAIL					LINE AMOUNT
1	411	626001	LEISURE SE	TELEPHONE	216.39
					216.39
				CHECK TOTAL	**216.39**

ACCOUNTS PAYABLE WARRANT REPORT

Detail Invoice List

WARRANT: 02072024 02/07/2024

CASH ACCOUNT: 001 100350 ACCOUNTS PAYABLE CLEARING

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
58	A T & T	0015		INV	12/28/2024		366652	566258	

ACCOUNT DETAIL					LINE AMOUNT
1	146	626001	Grant Mgmt	TELEPHONE	6.64
					6.64
				CHECK TOTAL	**6.64**

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
58	A T & T	0015		INV	12/28/2024		366653	566259	

ACCOUNT DETAIL					LINE AMOUNT
1	611	626001	PLAN & ZON	TELEPHONE	29.50
					29.50
				CHECK TOTAL	**29.50**

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
58	A T & T	0015		INV	12/28/2024		366654	566260	

ACCOUNT DETAIL					LINE AMOUNT
1	144	626001	Bus Dev	TELEPHONE	1.32
					1.32
				CHECK TOTAL	**1.32**

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
58	A T & T	0015		INV	12/28/2024		366655	566261	

ACCOUNT DETAIL					LINE AMOUNT
1	445	626001	J T JONES	TELEPHONE	60.87
					60.87
				CHECK TOTAL	**60.87**

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
58	A T & T	0015		INV	12/28/2024		366656	566262	

ACCOUNT DETAIL					LINE AMOUNT
1	811	626001	UTIL BILL	TELEPHONE	32.34
					32.34
				CHECK TOTAL	**32.34**

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
58	A T & T	0015		INV	12/28/2024		366657	566263	

ACCOUNT DETAIL					LINE AMOUNT
1	825	626001	SEWER	TELEPHONE	1.10
					1.10
				CHECK TOTAL	**1.10**

ACCOUNTS PAYABLE WARRANT REPORT

Detail Invoice List

WARRANT: 02072024 02/07/2024

CASH ACCOUNT: 001 100350 ACCOUNTS PAYABLE CLEARING

VENDOR		REMIT	PO	TYPE	DUE DATE		AMOUNT	DOCUMENT	VOUCHER	CHECK
58	A T & T	0015		INV	12/28/2024			366658	566264	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 815 626001		WATER	TELEPHONE		42.68				
							42.68			
						CHECK TOTAL	**42.68**			
58	A T & T PRO - CABS	0016		INV	02/07/2024			366661	566267	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 811 626001		UTIL BILL	TELEPHONE		4,689.51				
							4,689.51			
						CHECK TOTAL	**4,689.51**			
60	A1 BATTERY INC	0000	240999	EFT	02/07/2024			366432	566074	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 815 610700		WATER	OPER SUPL		399.00				
							399.00			
						CHECK TOTAL	**399.00**			
43163	AARON LYNN VOGEL	0000		INV	02/07/2024			366554	566180	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 411 626900		LEISURE SE	TRAVEL		32.00				
							32.00			
						CHECK TOTAL	**32.00**			
25935	ADVANCED AUTO PARTS	0000	240928	INV	02/07/2024			366044	565659	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 213 611300		OPERATING	MOTR VEH		39.99				
							39.99			
25935	ADVANCED AUTO PARTS	0000	240928	INV	02/07/2024			366045	565660	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 213 611300		OPERATING	MOTR VEH		35.09				
							35.09			
25935	ADVANCED AUTO PARTS	0000	240928	INV	02/07/2024			366046	565661	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 213 611300		OPERATING	MOTR VEH		33.14				
							33.14			

ACCOUNTS PAYABLE WARRANT REPORT

Detail Invoice List

WARRANT: 02072024 02/07/2024

CASH ACCOUNT: 001 100350 ACCOUNTS PAYABLE CLEARING

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
25935	ADVANCED AUTO PARTS	0000	240928	INV	02/07/2024		366047	565662	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 213 611300		OPERATING MOTR VEH			285.97			
						285.97			
25935	ADVANCED AUTO PARTS	0000	240928	INV	02/07/2024		366048	565663	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 213 611300		OPERATING MOTR VEH			73.98			
						73.98			
25935	ADVANCED AUTO PARTS	0000	240928	INV	02/07/2024		366049	565664	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 213 611300		OPERATING MOTR VEH			88.44			
						88.44			
25935	ADVANCED AUTO PARTS	0000	240928	INV	02/07/2024		366050	565665	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 213 611300		OPERATING MOTR VEH			27.17			
						27.17			
25935	ADVANCED AUTO PARTS	0000	240740	INV	02/07/2024		366141	565759	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 213 611300		OPERATING MOTR VEH			15.57			
						15.57			
25935	ADVANCED AUTO PARTS	0000	240928	INV	02/07/2024		366145	565763	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 213 611300		OPERATING MOTR VEH			39.36			
						39.36			
25935	ADVANCED AUTO PARTS	0000	240928	INV	02/07/2024		366146	565764	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 213 611300		OPERATING MOTR VEH			49.49			
						49.49			
25935	ADVANCED AUTO PARTS	0000	240928	INV	02/07/2024		366147	565765	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 213 611300		OPERATING MOTR VEH			120.93			
						120.93			
25935	ADVANCED AUTO PARTS	0000	240928	INV	02/07/2024		366148	565767	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 213 611300		OPERATING MOTR VEH			28.13			
						28.13			

ACCOUNTS PAYABLE WARRANT REPORT

Detail Invoice List

WARRANT: 02072024 02/07/2024

CASH ACCOUNT: 001 100350 ACCOUNTS PAYABLE CLEARING

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
25935	ADVANCED AUTO PARTS	0000	240928	INV	02/07/2024		366149	565768	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 213 611300		OPERATING MOTR VEH			27.59			
						27.59			
25935	ADVANCED AUTO PARTS	0000	240928	INV	02/07/2024		366150	565769	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 213 611300		OPERATING MOTR VEH			84.41			
						84.41			
25935	ADVANCED AUTO PARTS	0000	240928	INV	02/07/2024		366152	565770	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 213 611300		OPERATING MOTR VEH			214.84			
						214.84			
						CHECK TOTAL	**1,164.10**		
27268	AIRGAS INC	0001	241043	INV	02/07/2024		366338	565973	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 213 611300		OPERATING MOTR VEH			74.19			
						74.19			
27268	AIRGAS INC	0001		INV	02/07/2024		366428	566071	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 411 610700		LEISURE SE OPER SUPL			328.47			
						328.47			
						CHECK TOTAL	**402.66**		
53	GARY E ALEXANDER	0000		INV	02/07/2024		365560	565345	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 411 620900		LEISURE SE CONTRACT			75.00			
						75.00			
53	GARY E ALEXANDER	0000		INV	02/07/2024		366555	566179	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 411 620900		LEISURE SE CONTRACT			100.00			
						100.00			
						CHECK TOTAL	**175.00**		
43156	ALICIA CHAMBLESS	0000	241057	INV	02/07/2024		366222	565844	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 148 626900		Events	TRAVEL		345.00			
						345.00			

ACCOUNTS PAYABLE WARRANT REPORT

Detail Invoice List

WARRANT: 02072024 02/07/2024

CASH ACCOUNT: 001 100350 ACCOUNTS PAYABLE CLEARING

VENDOR		REMIT	PO	TYPE	DUE DATE		AMOUNT	DOCUMENT	VOUCHER	CHECK
						CHECK TOTAL	**345.00**			
40	ALL PHASE ELECTRIC SU	0000	240973	EFT	02/07/2024			366042	565657	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 290 611000		FIRE	BLG MAT		750.00				
							750.00			
						CHECK TOTAL	**750.00**			
3764	ALL SAFE TECHNOLOGIES	0000	240362	INV	02/07/2024			366371	566010	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 411 610700		LEISURE SE	OPER SUPL		2,375.73				
							2,375.73			
						CHECK TOTAL	**2,375.73**			
1311	ALLEN BEVERAGES INC	0000		INV	02/07/2024			366259	565890	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 447 614110		HRB LGT EX	RESALE		72.00				
							72.00			
						CHECK TOTAL	**72.00**			
93295	ALLEN BEVERAGES, INC	0000	240180	INV	02/07/2024			366391	566033	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 411 610700		LEISURE SE	OPER SUPL		660.00				
							660.00			
						CHECK TOTAL	**660.00**			
42875	ALLISTONS LLC	0000	240884	EFT	02/07/2024			366056	565671	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 415 612500		BLDG MAINT	UNIFORMS		207.89				
							207.89			
42875	ALLISTONS LLC	0000	241042	EFT	02/07/2024			366280	565913	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 148 612500		Events	UNIFORMS		551.70				
							551.70			
42875	ALLISTONS LLC	0000	241042	EFT	02/07/2024			366281	565914	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 148 612500		Events	UNIFORMS		292.95				
							292.95			

ACCOUNTS PAYABLE WARRANT REPORT

Detail Invoice List

WARRANT: 02072024 02/07/2024

CASH ACCOUNT: 001 100350 ACCOUNTS PAYABLE CLEARING

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
42875	ALLISTONS LLC	0000		EFT	02/07/2024		366312	565946	

ACCOUNT DETAIL					LINE AMOUNT
1	148 612500		Events	UNIFORMS	57.99

57.99

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
42875	ALLISTONS LLC	0000		EFT	02/07/2024		366313	565947	

ACCOUNT DETAIL					LINE AMOUNT
1	148 612500		Events	UNIFORMS	97.36
2	148 627800		Events	EVENT	10.58

107.94

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
42875	ALLISTONS LLC	0000	240843	EFT	02/07/2024		366613	566218	

ACCOUNT DETAIL					LINE AMOUNT
1	411 613100		LEISURE SE	ATHLETIC	106.91

106.91

CHECK TOTAL **1,325.38**

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
31315	AMERICAN MUNICIPAL SE	0000		EFT	02/07/2024		366823	566403	

ACCOUNT DETAIL					LINE AMOUNT
1	811 620900		UTIL BILL	CONTRACT	1,478.09

1,478.09

CHECK TOTAL **1,478.09**

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
40138	AMTEC LESS LETHAL SYS	0000	232850	EFT	02/07/2024		366339	565974	

ACCOUNT DETAIL					LINE AMOUNT
1	213 610700		OPERATING	OPER SUPL	3,462.45

3,462.45

CHECK TOTAL **3,462.45**

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
1764	ANIMAL CARE EQUIPMENT	0000	241003	EFT	02/07/2024		366122	565739	

ACCOUNT DETAIL					LINE AMOUNT
1	213 610700		OPERATING	OPER SUPL	250.40

250.40

CHECK TOTAL **250.40**

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
39555	ASAP PLUMBING LLC	0000	241045	EFT	02/07/2024		366387	566028	

ACCOUNT DETAIL					LINE AMOUNT
1	415 624601		BLDG MAINT	REPAIRS	310.00

310.00

CHECK TOTAL **310.00**

ACCOUNTS PAYABLE WARRANT REPORT

Detail Invoice List

WARRANT: 02072024 02/07/2024

CASH ACCOUNT: 001 100350 ACCOUNTS PAYABLE CLEARING

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
95005	MILTON ASHLEY	0000	241133	INV	02/07/2024		366797	566377	

ACCOUNT DETAIL					LINE AMOUNT
1	148	627800	24008	Events EVENT	250.00

250.00

CHECK TOTAL 250.00

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
39312	AT&T MOBILITY II LLC	0001		INV	02/07/2024		366350	565986	

ACCOUNT DETAIL					LINE AMOUNT
1	213	626001		OPERATING TELEPHONE	9,471.60

9,471.60

CHECK TOTAL 9,471.60

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
39312	AT&T MOBILITY II LLC	0001		INV	02/07/2024		366697	566292	

ACCOUNT DETAIL					LINE AMOUNT
1	411	626001		LEISURE SE TELEPHONE	80.46

80.46

CHECK TOTAL 80.46

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
39312	AT&T MOBILITY II LLC	0001		INV	02/07/2024		366698	566293	

ACCOUNT DETAIL					LINE AMOUNT
1	147	626001		Marketing TELEPHONE	49.98

49.98

CHECK TOTAL 49.98

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
39312	AT&T MOBILITY II LLC	0001		INV	02/07/2024		366699	566294	

ACCOUNT DETAIL					LINE AMOUNT
1	815	626001		WATER TELEPHONE	80.46

80.46

CHECK TOTAL 80.46

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
39312	AT&T MOBILITY II LLC	0001		INV	02/07/2024		366700	566295	

ACCOUNT DETAIL					LINE AMOUNT
1	447	626001		HRB LGT EX TELEPHONE	49.98

49.98

CHECK TOTAL 49.98

ACCOUNTS PAYABLE WARRANT REPORT

Detail Invoice List

WARRANT: 02072024 02/07/2024

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	02/07/2024		366701	566296	

ACCOUNT DETAIL					LINE AMOUNT
1	148	626001	Events	TELEPHONE	49.48

49.48

CHECK TOTAL **49.48**

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
39312	AT&T MOBILITY II LLC	0001		INV	02/07/2024		366702	566297	

ACCOUNT DETAIL					LINE AMOUNT
1	145	626001	Finance	TELEPHONE	49.98

49.98

CHECK TOTAL **49.98**

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
39312	AT&T MOBILITY II LLC	0001		INV	02/07/2024		366703	566298	

ACCOUNT DETAIL					LINE AMOUNT
1	290	626001	FIRE	TELEPHONE	1,854.41

1,854.41

CHECK TOTAL **1,854.41**

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
5078	AUTO ZONE INC	0000	240615	INV	02/07/2024		366051	565666	

ACCOUNT DETAIL					LINE AMOUNT
1	213	611300	OPERATING	MOTR VEH	449.99

449.99

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
5078	AUTO ZONE INC	0000	240615	INV	02/07/2024		366052	565667	

ACCOUNT DETAIL					LINE AMOUNT
1	213	611300	OPERATING	MOTR VEH	52.06

52.06

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
5078	AUTO ZONE INC	0000	240615	INV	02/07/2024		366053	565668	

ACCOUNT DETAIL					LINE AMOUNT
1	213	611300	OPERATING	MOTR VEH	69.57

69.57

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
5078	AUTO ZONE INC	0000	240615	INV	02/07/2024		366054	565669	

ACCOUNT DETAIL					LINE AMOUNT
1	213	611300	OPERATING	MOTR VEH	7.79

7.79

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
5078	AUTO ZONE INC	0000	240615	INV	02/07/2024		366055	565670	

ACCOUNT DETAIL					LINE AMOUNT
1	213	611300	OPERATING	MOTR VEH	5.99

5.99

ACCOUNTS PAYABLE WARRANT REPORT

Detail Invoice List

WARRANT: 02072024 02/07/2024

CASH ACCOUNT: 001 100350 ACCOUNTS PAYABLE CLEARING

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
5078	AUTO ZONE INC	0000	240615	INV	02/07/2024		366057	565672	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 213 611300		OPERATING MOTR VEH			41.88			
						41.88			
5078	AUTO ZONE INC	0000	240615	INV	02/07/2024		366060	565675	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 213 611300		OPERATING MOTR VEH			163.05			
						163.05			
5078	AUTO ZONE INC	0000	240615	INV	02/07/2024		366061	565676	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 213 611300		OPERATING MOTR VEH			31.32			
						31.32			
5078	AUTO ZONE INC	0000	240615	INV	02/07/2024		366062	565677	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 213 611300		OPERATING MOTR VEH			14.34			
						14.34			
5078	AUTO ZONE INC	0000	240948	INV	02/07/2024		366063	565678	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 213 611300		OPERATING MOTR VEH			11.37			
						11.37			
5078	AUTO ZONE INC	0000	240948	INV	02/07/2024		366064	565679	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 213 611300		OPERATING MOTR VEH			82.96			
						82.96			
5078	AUTO ZONE INC	0000	240948	INV	02/07/2024		366066	565681	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 213 611300		OPERATING MOTR VEH			13.98			
						13.98			
5078	AUTO ZONE INC	0000	240948	INV	02/07/2024		366067	565682	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 213 611300		OPERATING MOTR VEH			50.98			
						50.98			
5078	AUTO ZONE INC	0000	240948	INV	02/07/2024		366153	565771	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 213 611300		OPERATING MOTR VEH			9.49			
						9.49			

ACCOUNTS PAYABLE WARRANT REPORT

Detail Invoice List

WARRANT: 02072024 02/07/2024

CASH ACCOUNT: 001 100350 ACCOUNTS PAYABLE CLEARING

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
5078	AUTO ZONE INC	0000	240948	INV	02/07/2024		366154	565772	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 213 611300		OPERATING MOTR VEH			7.99			
						7.99			
5078	AUTO ZONE INC	0000	240948	INV	02/07/2024		366155	565773	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 213 611300		OPERATING MOTR VEH			32.99			
						32.99			
5078	AUTO ZONE INC	0000	240948	INV	02/07/2024		366156	565774	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 213 611300		OPERATING MOTR VEH			22.18			
						22.18			
5078	AUTO ZONE INC	0000	240948	INV	02/07/2024		366157	565775	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 213 611300		OPERATING MOTR VEH			249.97			
						249.97			
5078	AUTO ZONE INC	0000	240948	INV	02/07/2024		366158	565776	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 213 611300		OPERATING MOTR VEH			143.95			
						143.95			
5078	AUTO ZONE INC	0000	240948	INV	02/07/2024		366159	565777	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 213 611300		OPERATING MOTR VEH			143.95			
						143.95			
5078	AUTO ZONE INC	0000	240948	INV	02/07/2024		366160	565778	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 213 611300		OPERATING MOTR VEH			37.08			
						37.08			
5078	AUTO ZONE INC	0000	240948	CRM	02/07/2024		366161	565779	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 213 611300		OPERATING MOTR VEH			-9.19			
						-9.19			
						CHECK TOTAL	**1,633.69**		
25373	AUTOMATION PERSONNEL	0000		EFT	02/07/2024		366247	565877	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 411 620900		LEISURE SE CONTRACT			328.80			
						328.80			

ACCOUNTS PAYABLE WARRANT REPORT

Detail Invoice List

WARRANT: 02072024 02/07/2024

CASH ACCOUNT: 001 100350 ACCOUNTS PAYABLE CLEARING

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
25373	AUTOMATION PERSONNEL	0000		EFT	02/07/2024		366248	565879	

ACCOUNT DETAIL						LINE AMOUNT
1	411	620900		LEISURE SE	CONTRACT	548.00
						548.00
					CHECK TOTAL	**876.80**

40197	AWARDS UNLIMITED	0000	240848	INV	02/07/2024		366239	565865	

ACCOUNT DETAIL						LINE AMOUNT
1	611	610400		PLAN & ZON	OFF SUPPLS	105.00
						105.00
					CHECK TOTAL	**105.00**

2264	AYERS DISTRIBUTION CO	0000	240990	EFT	02/07/2024		366302	565936	

ACCOUNT DETAIL						LINE AMOUNT
1	148	627800	24005	Events	EVENT	1,192.00
						1,192.00
					CHECK TOTAL	**1,192.00**

10120	B & H PHOTO	0001	240910	EFT	02/07/2024		366265	565896	

ACCOUNT DETAIL						LINE AMOUNT
1	148	627800		Events	EVENT	997.31
						997.31

10120	B & H PHOTO	0001	241053	EFT	02/07/2024		366794	566372	

ACCOUNT DETAIL						LINE AMOUNT
1	148	627800		Events	EVENT	1,645.23
						1,645.23
					CHECK TOTAL	**2,642.54**

42020	B&R INDUSTRIAL SUPPLY	0000	241049	EFT	02/07/2024		366410	566052	

ACCOUNT DETAIL						LINE AMOUNT
1	311	610700		STS & DRAI	OPER SUPL	2,906.68
						2,906.68

42020	B&R INDUSTRIAL SUPPLY	0000	240965	EFT	02/07/2024		366429	566070	

ACCOUNT DETAIL						LINE AMOUNT
1	311	610700		STS & DRAI	OPER SUPL	140.30
						140.30
					CHECK TOTAL	**3,046.98**

ACCOUNTS PAYABLE WARRANT REPORT

Detail Invoice List

WARRANT: 02072024 02/07/2024

CASH ACCOUNT: 001 100350 ACCOUNTS PAYABLE CLEARING

VENDOR		REMIT	PO	TYPE	DUE DATE		AMOUNT	DOCUMENT	VOUCHER	CHECK
42599	BAGWELL TRUCK AND EQU	0000		EFT	02/07/2024			366814	566395	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 825 620900		SEWER	CONTRACT		460.00				
							460.00			
42599	BAGWELL TRUCK AND EQU	0000		EFT	02/07/2024			366815	566396	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 825 620900		SEWER	CONTRACT		685.12				
							685.12			
42599	BAGWELL TRUCK AND EQU	0000		EFT	02/07/2024			366816	566397	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 825 620900		SEWER	CONTRACT		672.99				
							672.99			
						CHECK TOTAL	**1,818.11**			
129	BAY MOTOR WINDING INC	0000	240352	EFT	02/07/2024			366406	566048	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 825 620900		SEWER	CONTRACT		15,881.00				
							15,881.00			
						CHECK TOTAL	**15,881.00**			
19719	BAYOU CONCRETE, LLC	0001		EFT	02/07/2024			366783	566362	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 311 614300		STS & DRAI	GRAVEL		725.63				
							725.63			
19719	BAYOU CONCRETE, LLC	0001		EFT	02/07/2024			366784	566363	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 311 614300		STS & DRAI	GRAVEL		634.00				
							634.00			
19719	BAYOU CONCRETE, LLC	0001		EFT	02/07/2024			366785	566364	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 311 614300		STS & DRAI	GRAVEL		810.75				
							810.75			
19719	BAYOU CONCRETE, LLC	0001		EFT	02/07/2024			366786	566365	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 311 614300		STS & DRAI	GRAVEL		380.50				
							380.50			

ACCOUNTS PAYABLE WARRANT REPORT

Detail Invoice List

WARRANT: 02072024 02/07/2024

CASH ACCOUNT: 001 100350 ACCOUNTS PAYABLE CLEARING

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
19719	BAYOU CONCRETE, LLC	0001		EFT	02/07/2024		366787	566366	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 311 614300		STS & DRAI	GRAVEL		486.00			
						486.00			
19719	BAYOU CONCRETE, LLC	0001		EFT	02/07/2024		366788	566367	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 311 614300		STS & DRAI	GRAVEL		511.88			
						511.88			
19719	BAYOU CONCRETE, LLC	0001		EFT	02/07/2024		366789	566368	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 311 614300		STS & DRAI	GRAVEL		221.25			
						221.25			
19719	BAYOU CONCRETE, LLC	0001		EFT	02/07/2024		366790	566369	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 311 614300		STS & DRAI	GRAVEL		507.00			
						507.00			
						CHECK TOTAL	**4,277.01**		
107	BLOSSMAN GAS INC	0000		EFT	02/07/2024		366260	565891	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 447 610700		HRB LGT EX	OP SUPPLIE		240.00			
						240.00			
107	BLOSSMAN GAS INC	0000		EFT	02/07/2024		366262	565893	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 447 610700		HRB LGT EX	OP SUPPLIE		285.00			
						285.00			
107	BLOSSMAN GAS INC	0000		EFT	02/07/2024		366285	565911	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 411 626700		LEISURE SE	RENTAL		100.00			
						100.00			
						CHECK TOTAL	**625.00**		
39021	BOOT OUTLET LLC	0000	241014	EFT	02/07/2024		366425	566067	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 313 612500		PUB WORK A	UNIFORMS		154.95			
						154.95			
						CHECK TOTAL	**154.95**		

ACCOUNTS PAYABLE WARRANT REPORT

Detail Invoice List

WARRANT: 02072024 02/07/2024

CASH ACCOUNT: 001 100350 ACCOUNTS PAYABLE CLEARING

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
43013	BRAIN ANSEMAN	0000	241044	INV	02/07/2024		366206	565828	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 290 626900		FIRE	TRAVEL		232.00			
						232.00			
						CHECK TOTAL	**232.00**		
39986	JEFF BRUNI	0000		INV	02/07/2024		366776	566355	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 135 626900		CITY ATTY	TRAVEL		223.78			
						223.78			
						CHECK TOTAL	**223.78**		
39331	BXS INSURANCE, INC	0001		EFT	02/07/2024		366020	565634	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 915 629300		WORKCOMP	INS PREM		1,926.00			
						1,926.00			
39331	BXS INSURANCE, INC	0001		EFT	02/07/2024		366021	565635	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 917 629300		PROP LIAB	INS PREM		215.00			
						215.00			
39331	BXS INSURANCE, INC	0001		EFT	02/07/2024		366109	565725	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 917 629300		PROP LIAB	INS PREM		173.00			
						173.00			
						CHECK TOTAL	**2,314.00**		
39331	BXS INSURANCE, INC	0001		EFT	02/07/2024		366325	565959	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 917 629300		PROP LIAB	INS PREM		50.00			
						50.00			
						CHECK TOTAL	**50.00**		
39331	BXS INSURANCE, INC	0001		EFT	02/07/2024		366688	566283	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 917 629300		PROP LIAB	INS PREM		50.00			
						50.00			
						CHECK TOTAL	**50.00**		

ACCOUNTS PAYABLE WARRANT REPORT

Detail Invoice List

WARRANT: 02072024 02/07/2024

CASH ACCOUNT: 001 100350 ACCOUNTS PAYABLE CLEARING

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
39331	BXS INSURANCE, INC	0001		EFT	02/07/2024		366689	566284	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 917 629300		PROP LIAB INS PREM			50.00			
						50.00			
						CHECK TOTAL	**50.00**		
25676	CELLULAR SOUTH, INC	0003		INV	02/07/2024		366739	566329	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 411 626001		LEISURE SE TELEPHONE			414.24			
						414.24			
						CHECK TOTAL	**414.24**		
70000	CABLE ONE	0000		INV	02/07/2024		367234	566807	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 411 620900		LEISURE SE CONTRACT			78.97			
						78.97			
70000	CABLE ONE	0000		INV	02/07/2024		367235	566808	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 411 620900		LEISURE SE CONTRACT			55.00			
						55.00			
70000	CABLE ONE	0000		INV	02/07/2024		367236	566809	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 411 620900		LEISURE SE CONTRACT			80.00			
						80.00			
70000	CABLE ONE	0000		INV	02/07/2024		367237	566810	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 411 620900		LEISURE SE CONTRACT			55.00			
						55.00			
70000	CABLE ONE	0000		INV	02/07/2024		367238	566811	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 411 620900		LEISURE SE CONTRACT			67.56			
						67.56			
70000	CABLE ONE	0000		INV	02/07/2024		367239	566812	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 411 620900		LEISURE SE CONTRACT			55.00			
						55.00			

ACCOUNTS PAYABLE WARRANT REPORT

Detail Invoice List

WARRANT: 02072024 02/07/2024

CASH ACCOUNT: 001 100350 ACCOUNTS PAYABLE CLEARING

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
70000	CABLE ONE	0000		INV	02/07/2024		367240	566813	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 411 620900		LEISURE SE CONTRACT			149.15			
						149.15			
70000	CABLE ONE	0000		INV	02/07/2024		367241	566814	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 411 620900		LEISURE SE CONTRACT			138.49			
						138.49			
70000	CABLE ONE	0000		INV	02/07/2024		367242	566815	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 411 620900		LEISURE SE CONTRACT			55.00			
						55.00			
70000	CABLE ONE	0000		INV	02/07/2024		367243	566816	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 445 620900		J T JONES CONTRACT			369.82			
						369.82			
70000	CABLE ONE	0000		INV	02/07/2024		367245	566817	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 411 620900		LEISURE SE CONTRACT			270.93			
						270.93			
70000	CABLE ONE	0000		INV	02/07/2024		367246	566818	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 445 620900		J T JONES CONTRACT			300.00			
						300.00			
70000	CABLE ONE	0000		INV	02/07/2024		367249	566819	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 411 620900		LEISURE SE CONTRACT			300.00			
						300.00			
70000	CABLE ONE	0000		INV	02/07/2024		367250	566820	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 411 620900		LEISURE SE CONTRACT			55.00			
						55.00			
70000	CABLE ONE	0000		INV	02/07/2024		367253	566821	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 411 620900		LEISURE SE CONTRACT			78.97			
						78.97			

ACCOUNTS PAYABLE WARRANT REPORT

Detail Invoice List

WARRANT: 02072024 02/07/2024

CASH ACCOUNT: 001 100350 ACCOUNTS PAYABLE CLEARING

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
70000	CABLE ONE	0000		INV	02/07/2024		367270	566822	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 213 620900		OPERATING	CONTRACT		182.50			
						182.50			
70000	CABLE ONE	0000		INV	02/07/2024		367272	566823	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 445 620900		J T JONES	CONTRACT		177.50			
						177.50			
70000	CABLE ONE	0000		INV	02/07/2024		367273	566824	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 145 620900		Finance	CONTRACT		318.34			
						318.34			
70000	CABLE ONE	0000		INV	02/07/2024		367274	566825	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 411 620900		LEISURE SE	CONTRACT		445.93			
						445.93			
70000	CABLE ONE	0000		INV	02/07/2024		367275	566826	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 411 620900		LEISURE SE	CONTRACT		445.93			
						445.93			
70000	CABLE ONE	0000		INV	02/07/2024		367277	566827	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 411 620900		LEISURE SE	CONTRACT		308.00			
						308.00			
70000	CABLE ONE	0000		INV	02/07/2024		367278	566828	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 447 620900		HRB LGT EX	CONTRACT		321.00			
						321.00			
70000	CABLE ONE	0000		INV	02/07/2024		367279	566829	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 290 626001		FIRE	TELEPHONE		3,055.57			
						3,055.57			
70000	CABLE ONE	0000		INV	02/07/2024		367280	566830	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 311 620900		STS & DRAI	CONTRACT		2,777.79			
						2,777.79			

ACCOUNTS PAYABLE WARRANT REPORT

Detail Invoice List

WARRANT: 02072024 02/07/2024

CASH ACCOUNT: 001 100350 ACCOUNTS PAYABLE CLEARING

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
70000	CABLE ONE	0000		INV	02/07/2024		367281	566831	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 411 620900		LEISURE SE CONTRACT			833.33			
						833.33			
70000	CABLE ONE	0000		INV	02/07/2024		367282	566832	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 313 620900		PUB WORK ACONTRACT			277.77			
						277.77			
70000	CABLE ONE	0000		INV	02/07/2024		367283	566833	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 213 620900		OPERATING CONTRACT			277.77			
						277.77			
70000	CABLE ONE	0000		INV	02/07/2024		367284	566834	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 155 620900		HR CONTRACT			277.77			
						277.77			
						CHECK TOTAL	**11,808.09**		
38362	CDW LLC	0001	240922	EFT	02/07/2024		365953	565573	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 411 610700		LEISURE SE OPER SUPL			359.27			
						359.27			
38362	CDW LLC	0001	241009	EFT	02/07/2024		366243	565873	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 150 621700		INFO TECH MAINT CONT			8,883.12			
						8,883.12			
38362	CDW LLC	0001	232254	EFT	02/07/2024		366267	565898	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 447 610700		HRB LGT EX OP SUPPLIE			442.96			
						442.96			
						CHECK TOTAL	**9,685.35**		
23107	CENTERPOINT ENERGY RE	0000		INV	02/07/2024		366033	565648	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 213 626004		OPERATING GAS			24.90			
						24.90			

ACCOUNTS PAYABLE WARRANT REPORT

Detail Invoice List

WARRANT: 02072024 02/07/2024

CASH ACCOUNT: 001 100350 ACCOUNTS PAYABLE CLEARING

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
23107	CENTERPOINT ENERGY RE	0000		INV	02/07/2024		366353	565989	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 290 626004		FIRE GAS			391.26			
						391.26			
23107	CENTERPOINT ENERGY RE	0000		INV	02/07/2024		367607	567413	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 290 626004		FIRE GAS			64.11			
						64.11			
23107	CENTERPOINT ENERGY RE	0000		INV	02/07/2024		367608	567414	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 313 626004		PUB WORK AGAS			345.86			
						345.86			
23107	CENTERPOINT ENERGY RE	0000		INV	02/07/2024		367609	567415	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 411 626004		LEISURE SE GAS			36.41			
						36.41			
23107	CENTERPOINT ENERGY RE	0000		INV	02/07/2024		367610	567416	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 290 626004		FIRE GAS			95.07			
						95.07			
23107	CENTERPOINT ENERGY RE	0000		INV	02/07/2024		367611	567417	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 290 626004		FIRE GAS			389.21			
						389.21			
23107	CENTERPOINT ENERGY RE	0000		INV	02/07/2024		367612	567418	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 290 626004		FIRE GAS			164.40			
						164.40			
23107	CENTERPOINT ENERGY RE	0000		INV	02/07/2024		367613	567419	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 290 626004		FIRE GAS			186.27			
						186.27			
23107	CENTERPOINT ENERGY RE	0000		INV	02/07/2024		367614	567420	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 411 626004		LEISURE SE GAS			74.08			
						74.08			

ACCOUNTS PAYABLE WARRANT REPORT

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WARRANT: 02072024 02/07/2024

CASH ACCOUNT: 001 100350 ACCOUNTS PAYABLE CLEARING

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
23107	CENTERPOINT ENERGY RE	0000		INV	02/07/2024		367615	567421	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 411 626004		LEISURE SE GAS			165.19			
						165.19			
23107	CENTERPOINT ENERGY RE	0000		INV	02/07/2024		367616	567422	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 411 626004		LEISURE SE GAS			689.20			
						689.20			
23107	CENTERPOINT ENERGY RE	0000		INV	02/07/2024		367617	567423	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 411 626004		LEISURE SE GAS			145.42			
						145.42			
23107	CENTERPOINT ENERGY RE	0000		INV	02/07/2024		367618	567424	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 290 626004		FIRE GAS			350.70			
						350.70			
23107	CENTERPOINT ENERGY RE	0000		INV	02/07/2024		367619	567425	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 411 626004		LEISURE SE GAS			222.72			
						222.72			
23107	CENTERPOINT ENERGY RE	0000		INV	02/07/2024		367620	567426	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 290 626004		FIRE GAS			196.81			
						196.81			
23107	CENTERPOINT ENERGY RE	0000		INV	02/07/2024		367621	567427	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 411 626004		LEISURE SE GAS			272.13			
						272.13			
23107	CENTERPOINT ENERGY RE	0000		INV	02/07/2024		367622	567428	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 311 626004		STS & DRAI GAS			35.61			
						35.61			
23107	CENTERPOINT ENERGY RE	0000		INV	02/07/2024		367623	567429	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 411 626004		LEISURE SE GAS			38.10			
						38.10			

ACCOUNTS PAYABLE WARRANT REPORT

Detail Invoice List

WARRANT: 02072024 02/07/2024

CASH ACCOUNT: 001 100350 ACCOUNTS PAYABLE CLEARING

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
23107	CENTERPOINT ENERGY RE	0000		INV	02/07/2024		367624	567430	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 290 626004		FIRE	GAS		321.54			
						321.54			
						CHECK TOTAL	**4,208.99**		
20675	CHANCELLOR SUPPLY, IN	0001	240126	EFT	02/07/2024		365927	565562	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 213 611000		OPERATING	BLG MAT		115.00			
						115.00			
20675	CHANCELLOR SUPPLY, IN	0001	240046	EFT	02/07/2024		366026	565641	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 415 611000		BLDG MAINT	BLG MAT		118.08			
						118.08			
20675	CHANCELLOR SUPPLY, IN	0001	240949	EFT	02/07/2024		366093	565709	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 213 611300		OPERATING	MOTR VEH		1,480.88			
						1,480.88			
20675	CHANCELLOR SUPPLY, IN	0001	240126	EFT	02/07/2024		366340	565975	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 213 611000		OPERATING	BLG MAT		44.00			
						44.00			
20675	CHANCELLOR SUPPLY, IN	0001	240127	EFT	02/07/2024		366730	566314	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 315 610700		TRAFFIC	OPER SUPL		28.06			
						28.06			
20675	CHANCELLOR SUPPLY, IN	0001	240127	EFT	02/07/2024		366826	566406	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 815 610700		WATER	OPER SUPL		30.39			
						30.39			
20675	CHANCELLOR SUPPLY, IN	0001	240127	EFT	02/07/2024		366829	566409	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 815 610700		WATER	OPER SUPL		67.93			
						67.93			
						CHECK TOTAL	**1,884.34**		

ACCOUNTS PAYABLE WARRANT REPORT

Detail Invoice List

WARRANT: 02072024 02/07/2024

CASH ACCOUNT: 001 100350 ACCOUNTS PAYABLE CLEARING

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
166	CINTAS CORP 240	0000		EFT	02/07/2024		365448	565231	

	ACCOUNT DETAIL				LINE AMOUNT
1	411	612500	LEISURE SE	UNIFORMS	3,380.64

3,380.64

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
166	CINTAS CORP 240	0000		EFT	02/07/2024		365767	565514	

	ACCOUNT DETAIL				LINE AMOUNT
1	213	610100	OPERATING	JANITORIAL	27.27

27.27

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
166	CINTAS CORP 240	0000		EFT	02/07/2024		366018	565632	

	ACCOUNT DETAIL				LINE AMOUNT
1	111	621700	MAYOR	MAINT CONT	12.35
2	143	620900	CAO Office	CONTRACT	12.36
3	147	621700	Marketing	MAINT CONT	12.36

37.07

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
166	CINTAS CORP 240	0000		EFT	02/07/2024		366186	565805	

	ACCOUNT DETAIL				LINE AMOUNT
1	213	610100	OPERATING	JANITORIAL	27.27

27.27

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
166	CINTAS CORP 240	0000		EFT	02/07/2024		366343	565978	

	ACCOUNT DETAIL				LINE AMOUNT
1	213	610100	OPERATING	JANITORIAL	27.27

27.27

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
166	CINTAS CORP 240	0000	240944	EFT	02/07/2024		366368	566007	

	ACCOUNT DETAIL				LINE AMOUNT
1	411	610700	LEISURE SE	OPER SUPL	106.71

106.71

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
166	CINTAS CORP 240	0000		EFT	02/07/2024		366433	566076	

	ACCOUNT DETAIL				LINE AMOUNT
1	411	612500	LEISURE SE	UNIFORMS	167.43

167.43

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
166	CINTAS CORP 240	0000		EFT	02/07/2024		366811	566392	

	ACCOUNT DETAIL				LINE AMOUNT
1	815	620900	WATER	CONTRACT	124.83

124.83

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
166	CINTAS CORP 240	0000		EFT	02/07/2024		366812	566393	

	ACCOUNT DETAIL				LINE AMOUNT
1	815	620900	WATER	CONTRACT	128.01

128.01

ACCOUNTS PAYABLE WARRANT REPORT

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WARRANT: 02072024 02/07/2024

CASH ACCOUNT: 001 100350 ACCOUNTS PAYABLE CLEARING

VENDOR		REMIT	PO	TYPE	DUE DATE		AMOUNT	DOCUMENT	VOUCHER	CHECK
166	CINTAS CORP 240	0000		EFT	02/07/2024			366813	566394	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 815 620900		WATER	CONTRACT		132.25				
							132.25			
						CHECK TOTAL	**4,158.75**			
33798	CINTAS CORPORATION NO	0000		EFT	02/07/2024			366327	565961	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 143 610100		CAO Office	JANITORIAL		12.36				
	2 111 621900		MAYOR	MEMBER DUE		12.35				
	3 147 610100		Marketing	JANITORIAL		12.36				
							37.07			
						CHECK TOTAL	**37.07**			
90089	CITY OF GULFPORT	0000		CRM	10/18/2023			359730	559859	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 411 626003 41140		LEISURE SE WATER			-0.45				
							-0.45			
90089	CITY OF GULFPORT	0000		INV	02/07/2024			367285	566836	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 213 626003		OPERATING WATER			177.70				
							177.70			
90089	CITY OF GULFPORT	0000		INV	02/07/2024			367286	566837	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 213 626003		OPERATING WATER			11.70				
							11.70			
90089	CITY OF GULFPORT	0000		INV	02/07/2024			367287	566838	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 411 626003		LEISURE SE WATER			329.51				
							329.51			
90089	CITY OF GULFPORT	0000		INV	02/07/2024			367288	566839	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 411 626003		LEISURE SE WATER			166.10				
							166.10			
90089	CITY OF GULFPORT	0000		INV	02/07/2024			367361	566840	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 411 626003		LEISURE SE WATER			3,582.30				
							3,582.30			

ACCOUNTS PAYABLE WARRANT REPORT

Detail Invoice List

WARRANT: 02072024 02/07/2024

CASH ACCOUNT: 001 100350 ACCOUNTS PAYABLE CLEARING

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
90089	CITY OF GULFPORT	0000		INV	02/07/2024		367362	566841	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 411 626003		LEISURE SE WATER			24.24			
						24.24			
90089	CITY OF GULFPORT	0000		INV	02/07/2024		367363	566842	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 411 626003		LEISURE SE WATER			166.10			
						166.10			
90089	CITY OF GULFPORT	0000		INV	02/07/2024		367364	566843	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 411 626003		LEISURE SE WATER			166.10			
						166.10			
90089	CITY OF GULFPORT	0000		INV	02/07/2024		367365	566844	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 290 626003		FIRE WATER			123.56			
						123.56			
90089	CITY OF GULFPORT	0000		INV	02/07/2024		367366	566845	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 411 626003		LEISURE SE WATER			60.24			
						60.24			
90089	CITY OF GULFPORT	0000		INV	02/07/2024		367367	566846	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 411 626003		LEISURE SE WATER			166.10			
						166.10			
90089	CITY OF GULFPORT	0000		INV	02/07/2024		367368	566847	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 411 626003		LEISURE SE WATER			476.10			
						476.10			
90089	CITY OF GULFPORT	0000		INV	02/07/2024		367369	566848	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 411 626003		LEISURE SE WATER			349.28			
						349.28			
90089	CITY OF GULFPORT	0000		INV	02/07/2024		367370	566849	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 411 626003		LEISURE SE WATER			26.70			
						26.70			

ACCOUNTS PAYABLE WARRANT REPORT

Detail Invoice List

WARRANT: 02072024 02/07/2024

CASH ACCOUNT: 001 100350 ACCOUNTS PAYABLE CLEARING

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
90089	CITY OF GULFPORT	0000		INV	02/07/2024		367371	566850	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 411 626003		LEISURE SE WATER			26.70			
						26.70			
90089	CITY OF GULFPORT	0000		INV	02/07/2024		367372	566851	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 411 626003		LEISURE SE WATER			26.70			
						26.70			
90089	CITY OF GULFPORT	0000		INV	02/07/2024		367373	566852	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 411 626003		LEISURE SE WATER			63.80			
						63.80			
90089	CITY OF GULFPORT	0000		INV	02/07/2024		367374	566853	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 411 626003		LEISURE SE WATER			32.80			
						32.80			
90089	CITY OF GULFPORT	0000		INV	02/07/2024		367375	566854	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 411 626003		LEISURE SE WATER			32.80			
						32.80			
90089	CITY OF GULFPORT	0000		INV	02/07/2024		367376	566855	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 411 626003		LEISURE SE WATER			26.70			
						26.70			
90089	CITY OF GULFPORT	0000		INV	02/07/2024		367377	566856	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 411 626003		LEISURE SE WATER			82.40			
						82.40			
90089	CITY OF GULFPORT	0000		INV	02/07/2024		367378	566857	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 411 626003		LEISURE SE WATER			26.70			
						26.70			
90089	CITY OF GULFPORT	0000		INV	02/07/2024		367379	566858	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 411 626003		LEISURE SE WATER			23.40			
						23.40			

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WARRANT: 02072024 02/07/2024

CASH ACCOUNT: 001 100350 ACCOUNTS PAYABLE CLEARING

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
90089	CITY OF GULFPORT	0000		INV	02/07/2024		367380	566859	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 411 626003		LEISURE SE WATER			23.40			
						23.40			
90089	CITY OF GULFPORT	0000		INV	02/07/2024		367381	566860	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 445 626003		J T JONES WATER			29.49			
						29.49			
90089	CITY OF GULFPORT	0000		INV	02/07/2024		367387	566861	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 411 626003		LEISURE SE WATER			29.90			
						29.90			
90089	CITY OF GULFPORT	0000		INV	02/07/2024		367388	566862	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 145 626003		Finance WATER			166.10			
						166.10			
90089	CITY OF GULFPORT	0000		INV	02/07/2024		367389	566863	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 411 626003		LEISURE SE WATER			39.00			
						39.00			
90089	CITY OF GULFPORT	0000		INV	02/07/2024		367390	566864	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 145 626003		Finance WATER			149.16			
						149.16			
90089	CITY OF GULFPORT	0000		INV	02/07/2024		367391	566865	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 411 626003		LEISURE SE WATER			330.11			
						330.11			
90089	CITY OF GULFPORT	0000		INV	02/07/2024		367392	566866	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 411 626003		LEISURE SE WATER			5.80			
						5.80			
90089	CITY OF GULFPORT	0000		INV	02/07/2024		367393	566867	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 411 626003		LEISURE SE WATER			85.16			
						85.16			

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WARRANT: 02072024 02/07/2024

CASH ACCOUNT: 001 100350 ACCOUNTS PAYABLE CLEARING

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
90089	CITY OF GULFPORT	0000		INV	02/07/2024		367394	566868	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 411 626003		LEISURE SE WATER			113.16			
						113.16			
90089	CITY OF GULFPORT	0000		INV	02/07/2024		367395	566869	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 411 626003		LEISURE SE WATER			26.70			
						26.70			
90089	CITY OF GULFPORT	0000		INV	02/07/2024		367396	566870	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 411 626003		LEISURE SE WATER			39.00			
						39.00			
90089	CITY OF GULFPORT	0000		INV	02/07/2024		367397	566871	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 411 626003		LEISURE SE WATER			24.24			
						24.24			
90089	CITY OF GULFPORT	0000		INV	02/07/2024		367398	566872	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 411 626003		LEISURE SE WATER			60.24			
						60.24			
90089	CITY OF GULFPORT	0000		INV	02/07/2024		367446	566873	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 213 626003		OPERATING WATER			123.35			
						123.35			
90089	CITY OF GULFPORT	0000		INV	02/07/2024		367447	566874	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 411 626003		LEISURE SE WATER			26.55			
						26.55			
90089	CITY OF GULFPORT	0000		INV	02/07/2024		367448	566875	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 411 626003		LEISURE SE WATER			117.35			
						117.35			
90089	CITY OF GULFPORT	0000		INV	02/07/2024		367449	566876	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 411 626003		LEISURE SE WATER			133.59			
						133.59			

ACCOUNTS PAYABLE WARRANT REPORT

Detail Invoice List

WARRANT: 02072024 02/07/2024

CASH ACCOUNT: 001 100350 ACCOUNTS PAYABLE CLEARING

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
90089	CITY OF GULFPORT	0000		INV	02/07/2024		367463	566877	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 290 626003		FIRE	WATER		161.96			
						161.96			
90089	CITY OF GULFPORT	0000		INV	02/07/2024		367468	566878	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 815 626003		WATER	WATER		70.00			
						70.00			
90089	CITY OF GULFPORT	0000		INV	02/07/2024		367473	566879	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 290 626003		FIRE	WATER		123.56			
						123.56			
90089	CITY OF GULFPORT	0000		INV	02/07/2024		367474	566880	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 290 626003		FIRE	WATER		363.50			
						363.50			
90089	CITY OF GULFPORT	0000		INV	02/07/2024		367475	566881	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 411 626003		LEISURE SE	WATER		344.25			
						344.25			
90089	CITY OF GULFPORT	0000		INV	02/07/2024		367476	566882	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 411 626003		LEISURE SE	WATER		202.10			
						202.10			
90089	CITY OF GULFPORT	0000		INV	02/07/2024		367478	566883	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 411 626003		LEISURE SE	WATER		35.90			
						35.90			
90089	CITY OF GULFPORT	0000		INV	02/07/2024		367479	566884	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 290 626003		FIRE	WATER		113.16			
						113.16			
						CHECK TOTAL	**9,104.01**		
17965	MITCHEAL CLARK	0000		INV	02/07/2024		366608	566212	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 411 620900		LEISURE SE	CONTRACT		100.00			
						100.00			

ACCOUNTS PAYABLE WARRANT REPORT

Detail Invoice List

WARRANT: 02072024 02/07/2024

CASH ACCOUNT: 001 100350 ACCOUNTS PAYABLE CLEARING

VENDOR		REMIT	PO	TYPE	DUE DATE		AMOUNT	DOCUMENT	VOUCHER	CHECK
						CHECK TOTAL	**100.00**			
187	CLAYS PRINT SHOP INC	0000	240159	EFT	01/17/2024			365280	565056	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 213 610400		OPERATING	OFF SUPPLS		510.00				
							510.00			
187	CLAYS PRINT SHOP INC	0000	240893	EFT	02/07/2024			365619	565407	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 213 626500		OPERATING	PRINTING		870.00				
							870.00			
						CHECK TOTAL	**1,380.00**			
193	COAST ELECTRIC POWER	0000		INV	02/07/2024			367491	567265	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 825 626002		SEWER	ELECTRIC		413.84				
							413.84			
193	COAST ELECTRIC POWER	0000		INV	02/07/2024			367492	567266	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 825 626002		SEWER	ELECTRIC		82.43				
							82.43			
193	COAST ELECTRIC POWER	0000		INV	02/07/2024			367493	567267	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 325 625100		ENGINEER	STREET LHT		1,795.32				
							1,795.32			
193	COAST ELECTRIC POWER	0000		INV	02/07/2024			367494	567268	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 825 626002		SEWER	ELECTRIC		63.41				
							63.41			
193	COAST ELECTRIC POWER	0000		INV	02/07/2024			367495	567269	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 411 626002		LEISURE SE	ELECTRIC		453.00				
							453.00			
193	COAST ELECTRIC POWER	0000		INV	02/07/2024			367496	567270	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 325 625100		ENGINEER	STREET LHT		129.65				
							129.65			

ACCOUNTS PAYABLE WARRANT REPORT

Detail Invoice List

WARRANT: 02072024 02/07/2024

CASH ACCOUNT: 001 100350 ACCOUNTS PAYABLE CLEARING

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
193	COAST ELECTRIC POWER	0000		INV	02/07/2024		367497	567271	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 815 626002		WATER	ELECTRIC		855.30			
						855.30			
193	COAST ELECTRIC POWER	0000		INV	02/07/2024		367498	567272	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 325 625100		ENGINEER	STREET LHT		70.85			
						70.85			
193	COAST ELECTRIC POWER	0000		INV	02/07/2024		367499	567273	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 825 626002		SEWER	ELECTRIC		64.12			
						64.12			
193	COAST ELECTRIC POWER	0000		INV	02/07/2024		367500	567274	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 825 626002		SEWER	ELECTRIC		57.49			
						57.49			
193	COAST ELECTRIC POWER	0000		INV	02/07/2024		367501	567275	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 825 626002		SEWER	ELECTRIC		92.90			
						92.90			
193	COAST ELECTRIC POWER	0000		INV	02/07/2024		367502	567276	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 825 626002		SEWER	ELECTRIC		152.58			
						152.58			
193	COAST ELECTRIC POWER	0000		INV	02/07/2024		367503	567277	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 825 626002		SEWER	ELECTRIC		70.60			
						70.60			
193	COAST ELECTRIC POWER	0000		INV	02/07/2024		367504	567278	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 825 626002		SEWER	ELECTRIC		169.48			
						169.48			
193	COAST ELECTRIC POWER	0000		INV	02/07/2024		367505	567279	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 825 626002		SEWER	ELECTRIC		204.33			
						204.33			

ACCOUNTS PAYABLE WARRANT REPORT

Detail Invoice List

WARRANT: 02072024 02/07/2024

CASH ACCOUNT: 001 100350 ACCOUNTS PAYABLE CLEARING

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
193	COAST ELECTRIC POWER	0000		INV	02/07/2024		367506	567280	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 411 626002		LEISURE SE	ELECTRIC		1,666.01			
						1,666.01			
193	COAST ELECTRIC POWER	0000		INV	02/07/2024		367507	567281	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 411 626002		LEISURE SE	ELECTRIC		994.10			
						994.10			
193	COAST ELECTRIC POWER	0000		INV	02/07/2024		367508	567282	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 815 626002		WATER	ELECTRIC		2,759.00			
						2,759.00			
193	COAST ELECTRIC POWER	0000		INV	02/07/2024		367509	567283	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 825 626002		SEWER	ELECTRIC		77.83			
						77.83			
193	COAST ELECTRIC POWER	0000		INV	02/07/2024		367510	567284	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 325 625100		ENGINEER	STREET LHT		426.12			
						426.12			
193	COAST ELECTRIC POWER	0000		INV	02/07/2024		367511	567285	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 411 626002		LEISURE SE	ELECTRIC		5,803.29			
						5,803.29			
193	COAST ELECTRIC POWER	0000		INV	02/07/2024		367512	567286	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 411 626002		LEISURE SE	ELECTRIC		2,353.18			
						2,353.18			
193	COAST ELECTRIC POWER	0000		INV	02/07/2024		367513	567287	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 411 626002		LEISURE SE	ELECTRIC		129.52			
						129.52			
193	COAST ELECTRIC POWER	0000		INV	02/07/2024		367514	567288	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 325 625100		ENGINEER	STREET LHT		71.78			
						71.78			

ACCOUNTS PAYABLE WARRANT REPORT

Detail Invoice List

WARRANT: 02072024 02/07/2024

CASH ACCOUNT: 001 100350 ACCOUNTS PAYABLE CLEARING

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
193	COAST ELECTRIC POWER	0000		INV	02/07/2024		367515	567289	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 815 626002		WATER	ELECTRIC		87.72			
						87.72			
193	COAST ELECTRIC POWER	0000		INV	02/07/2024		367516	567290	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 825 626002		SEWER	ELECTRIC		295.19			
						295.19			
193	COAST ELECTRIC POWER	0000		INV	02/07/2024		367517	567291	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 325 625100		ENGINEER	STREET LHT		66.00			
						66.00			
193	COAST ELECTRIC POWER	0000		INV	02/07/2024		367518	567292	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 325 625100		ENGINEER	STREET LHT		65.62			
						65.62			
193	COAST ELECTRIC POWER	0000		INV	02/07/2024		367519	567293	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 325 625100		ENGINEER	STREET LHT		65.71			
						65.71			
193	COAST ELECTRIC POWER	0000		INV	02/07/2024		367520	567294	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 325 625100		ENGINEER	STREET LHT		107.96			
						107.96			
193	COAST ELECTRIC POWER	0000		INV	02/07/2024		367521	567295	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 325 625100		ENGINEER	STREET LHT		58.24			
						58.24			
193	COAST ELECTRIC POWER	0000		INV	02/07/2024		367522	567296	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 411 626002		LEISURE SE	ELECTRIC		739.11			
						739.11			
193	COAST ELECTRIC POWER	0000		INV	02/07/2024		367523	567297	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 411 626002		LEISURE SE	ELECTRIC		1,241.08			
						1,241.08			

ACCOUNTS PAYABLE WARRANT REPORT

Detail Invoice List

WARRANT: 02072024 02/07/2024

CASH ACCOUNT: 001 100350 ACCOUNTS PAYABLE CLEARING

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
193	COAST ELECTRIC POWER	0000		INV	02/07/2024		367524	567298	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 825 626002		SEWER	ELECTRIC		130.78			
						130.78			
193	COAST ELECTRIC POWER	0000		INV	02/07/2024		367525	567299	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 825 626002		SEWER	ELECTRIC		66.27			
						66.27			
193	COAST ELECTRIC POWER	0000		INV	02/07/2024		367526	567300	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 825 626002		SEWER	ELECTRIC		109.31			
						109.31			
193	COAST ELECTRIC POWER	0000		INV	02/07/2024		367527	567301	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 325 625100		ENGINEER	STREET LHT		60.10			
						60.10			
193	COAST ELECTRIC POWER	0000		INV	02/07/2024		367528	567302	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 325 625100		ENGINEER	STREET LHT		95.55			
						95.55			
193	COAST ELECTRIC POWER	0000		INV	02/07/2024		367529	567303	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 325 625100		ENGINEER	STREET LHT		68.75			
						68.75			
193	COAST ELECTRIC POWER	0000		INV	02/07/2024		367530	567304	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 825 626002		SEWER	ELECTRIC		92.15			
						92.15			
193	COAST ELECTRIC POWER	0000		INV	02/07/2024		367531	567305	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 325 625100		ENGINEER	STREET LHT		83.36			
						83.36			
193	COAST ELECTRIC POWER	0000		INV	02/07/2024		367532	567306	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 311 626002		STS & DRAI	ELECTRIC		58.70			
						58.70			

ACCOUNTS PAYABLE WARRANT REPORT

Detail Invoice List

WARRANT: 02072024 02/07/2024

CASH ACCOUNT: 001 100350 ACCOUNTS PAYABLE CLEARING

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
193	COAST ELECTRIC POWER	0000		INV	02/07/2024		367533	567307	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 815 626002		WATER	ELECTRIC		4,791.39			
						4,791.39			
193	COAST ELECTRIC POWER	0000		INV	02/07/2024		367534	567308	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 825 626002		SEWER	ELECTRIC		72.34			
						72.34			
193	COAST ELECTRIC POWER	0000		INV	02/07/2024		367535	567309	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 825 626002		SEWER	ELECTRIC		59.08			
						59.08			
193	COAST ELECTRIC POWER	0000		INV	02/07/2024		367536	567310	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 325 625100		ENGINEER	STREET LHT		73.37			
						73.37			
193	COAST ELECTRIC POWER	0000		INV	02/07/2024		367537	567311	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 290 626002		FIRE	ELECTRIC		376.53			
						376.53			
193	COAST ELECTRIC POWER	0000		INV	02/07/2024		367538	567312	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 290 626002		FIRE	ELECTRIC		136.56			
						136.56			
193	COAST ELECTRIC POWER	0000		INV	02/07/2024		367539	567313	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 325 625100		ENGINEER	STREET LHT		62.81			
						62.81			
193	COAST ELECTRIC POWER	0000		INV	02/07/2024		367540	567314	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 325 625100		ENGINEER	STREET LHT		67.40			
						67.40			
193	COAST ELECTRIC POWER	0000		INV	02/07/2024		367541	567315	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 825 626002		SEWER	ELECTRIC		131.57			
						131.57			

ACCOUNTS PAYABLE WARRANT REPORT

Detail Invoice List

WARRANT: 02072024 02/07/2024

CASH ACCOUNT: 001 100350 ACCOUNTS PAYABLE CLEARING

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
193	COAST ELECTRIC POWER	0000		INV	02/07/2024		367542	567316	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 825 626002		SEWER	ELECTRIC		739.74			
						739.74			
193	COAST ELECTRIC POWER	0000		INV	02/07/2024		367543	567317	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 825 626002		SEWER	ELECTRIC		130.54			
						130.54			
193	COAST ELECTRIC POWER	0000		INV	02/07/2024		367544	567318	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 325 625100		ENGINEER	STREET LHT		65.02			
						65.02			
193	COAST ELECTRIC POWER	0000		INV	02/07/2024		367545	567319	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 411 626002		LEISURE SE	ELECTRIC		56.46			
						56.46			
193	COAST ELECTRIC POWER	0000		INV	02/07/2024		367546	567320	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 325 625100		ENGINEER	STREET LHT		1,398.10			
						1,398.10			
193	COAST ELECTRIC POWER	0000		INV	02/07/2024		367547	567321	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 325 625100		ENGINEER	STREET LHT		488.78			
						488.78			
193	COAST ELECTRIC POWER	0000		INV	02/07/2024		367548	567322	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 325 625100		ENGINEER	STREET LHT		83.03			
						83.03			
193	COAST ELECTRIC POWER	0000		INV	02/07/2024		367549	567323	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 325 625100		ENGINEER	STREET LHT		159.57			
						159.57			
193	COAST ELECTRIC POWER	0000		INV	02/07/2024		367550	567324	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 325 625100		ENGINEER	STREET LHT		2,059.45			
						2,059.45			

ACCOUNTS PAYABLE WARRANT REPORT

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WARRANT: 02072024 02/07/2024

CASH ACCOUNT: 001 100350 ACCOUNTS PAYABLE CLEARING

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
193	COAST ELECTRIC POWER	0000		INV	02/07/2024		367551	567325	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 411 626002		LEISURE SE	ELECTRIC		3,607.24			
						3,607.24			
193	COAST ELECTRIC POWER	0000		INV	02/07/2024		367552	567326	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 325 625100		ENGINEER	STREET LHT		75.06			
						75.06			
193	COAST ELECTRIC POWER	0000		INV	02/07/2024		367553	567327	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 325 625100		ENGINEER	STREET LHT		427.41			
						427.41			
193	COAST ELECTRIC POWER	0000		INV	02/07/2024		367554	567328	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 325 625100		ENGINEER	STREET LHT		131.60			
						131.60			
193	COAST ELECTRIC POWER	0000		INV	02/07/2024		367555	567329	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 825 626002		SEWER	ELECTRIC		139.15			
						139.15			
193	COAST ELECTRIC POWER	0000		INV	02/07/2024		367556	567330	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 325 625100		ENGINEER	STREET LHT		26.16			
						26.16			
						CHECK TOTAL	**37,806.09**		
43153	COLLEEN PETERSON	0000		INV	02/07/2024		366143	565761	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 010 210601		GENRL FUND	BONDS PAY		1,954.50			
						1,954.50			
						CHECK TOTAL	**1,954.50**		
42007	COMMUNICATIONS INTERN	0000	240015	EFT	02/07/2024		366120	565737	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 290 612200		FIRE	REP&MAINT		228.90			
						228.90			

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WARRANT: 02072024 02/07/2024

CASH ACCOUNT: 001 100350 ACCOUNTS PAYABLE CLEARING

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
42007	COMMUNICATIONS INTERN	0000	240687	EFT	02/07/2024		366231	565856	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 290 612200		FIRE	REP&MAINT		150.00			
						150.00			
42007	COMMUNICATIONS INTERN	0000	240687	EFT	02/07/2024		366796	566374	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 290 612200		FIRE	REP&MAINT		427.50			
						427.50			
						CHECK TOTAL	**806.40**		
20659	CORNETT BOLT & SCREW,	0000	240026	EFT	02/07/2024		366731	566315	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 315 610700		TRAFFIC	OPER SUPL		221.44			
						221.44			
						CHECK TOTAL	**221.44**		
43160	COURTNEY BEAVERS JR	0000		EFT	02/07/2024		366510	566159	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 411 620900		LEISURE SE	CONTRACT		225.00			
						225.00			
						CHECK TOTAL	**225.00**		
37710	COVINGTON CIVIL & ENV	0000	232627	EFT	02/07/2024		366735	566320	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 325 620900		ENGINEER	CONTRACT		2,978.25			
						2,978.25			
						CHECK TOTAL	**2,978.25**		
1961	COVINGTON FLOORING CO	0000	240476	INV	02/07/2024		366400	566042	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 411 612200		LEISURE SE	REP&MAINT		3,345.00			
						3,345.00			
						CHECK TOTAL	**3,345.00**		
40516	DANA SAFETY SUPPLY	0001	240136	EFT	02/07/2024		366341	565976	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 213 611300		OPERATING	MOTR VEH		737.12			
						737.12			

ACCOUNTS PAYABLE WARRANT REPORT

Detail Invoice List

WARRANT: 02072024 02/07/2024

CASH ACCOUNT: 001 100350 ACCOUNTS PAYABLE CLEARING

VENDOR		REMIT	PO	TYPE	DUE DATE		AMOUNT	DOCUMENT	VOUCHER	CHECK
40516	DANA SAFETY SUPPLY	0001	240136	EFT	02/07/2024			366342	565977	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 213 611300		OPERATING	MOTR VEH		1,414.56				
							1,414.56			
						CHECK TOTAL	**2,151.68**			
40928	DAVID HAUPTON CO., IN	0000	240524	INV	02/07/2024			366270	565902	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 411 613100		LEISURE SE	ATHLETIC		430.00				
							430.00			
						CHECK TOTAL	**430.00**			
1981	DENIS DAVIDSON	0000		INV	02/07/2024			366351	565987	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 290 622300		FIRE	TRAIN PRG		40.00				
							40.00			
1981	DENIS DAVIDSON	0000		INV	02/07/2024			366352	565988	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 290 622300		FIRE	TRAIN PRG		25.00				
							25.00			
						CHECK TOTAL	**65.00**			
10297	DESIGN PRECAST INC	0000	240919	EFT	02/07/2024			366444	566087	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 311 614600		STS & DRAI	STORM PIPE		7,896.00				
							7,896.00			
10297	DESIGN PRECAST INC	0000	240919	EFT	02/07/2024			366445	566088	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 311 614600		STS & DRAI	STORM PIPE		7,862.40				
							7,862.40			
10297	DESIGN PRECAST INC	0000	240919	EFT	02/07/2024			366446	566089	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 311 614600		STS & DRAI	STORM PIPE		1,965.60				
							1,965.60			
						CHECK TOTAL	**17,724.00**			

ACCOUNTS PAYABLE WARRANT REPORT

Detail Invoice List

WARRANT: 02072024 02/07/2024

CASH ACCOUNT: 001 100350 ACCOUNTS PAYABLE CLEARING

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
43112	ELLIS AND ELLIS INC	0000		INV	02/07/2024		366263	565894	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 447 614110		HRB LGT EX RESALE			691.20			
						691.20			
						CHECK TOTAL	**691.20**		
42605	DISTRIBUTORS HOLDING	0000	240143	EFT	02/07/2024		366183	565802	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 213 611300		OPERATING MOTR VEH			64.39			
						64.39			
						CHECK TOTAL	**64.39**		
39259	DNA UNDERGROUND LLC	0000	240291	EFT	02/07/2024		366220	565842	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 103 630100 24011		CP WS REV CAP OTLY			163,215.59			
						163,215.59			
						CHECK TOTAL	**163,215.59**		
43171	DORIC SOUTH MANAGEMEN	0000		INV	02/07/2024		366452	566095	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 411 620900		LEISURE SE CONTRACT			500.00			
						500.00			
						CHECK TOTAL	**500.00**		
202	DPS CRIME LAB	0000		EFT	02/07/2024		366032	565647	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 213 620701		OPERATING FORENSIC			720.00			
						720.00			
						CHECK TOTAL	**720.00**		
70	DUNAWAY GLASS INC	0000	240611	EFT	02/07/2024		366068	565683	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 213 611300		OPERATING MOTR VEH			320.00			
						320.00			
						CHECK TOTAL	**320.00**		

ACCOUNTS PAYABLE WARRANT REPORT

Detail Invoice List

WARRANT: 02072024 02/07/2024

CASH ACCOUNT: 001 100350 ACCOUNTS PAYABLE CLEARING

VENDOR		REMIT	PO	TYPE	DUE DATE		AMOUNT	DOCUMENT	VOUCHER	CHECK
11424	EAGLE ENERGY INC.	0000		EFT	02/07/2024			366395	566036	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 445 614100		J T JONES	FUEL RETAI		3,839.22				
							3,839.22			
						CHECK TOTAL	**3,839.22**			
39322	KEAIR EDWARDS	0000		INV	02/07/2024			366174	565792	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 411 626900		LEISURE SE	TRAVEL		260.00				
							260.00			
						CHECK TOTAL	**260.00**			
42675	ELITE SCREEN PRINTING	0000	240648	INV	02/07/2024			366507	566156	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 811 612500		UTIL BILL	UNIFORMS		225.26				
							225.26			
42675	ELITE SCREEN PRINTING	0000	240606	INV	02/07/2024			366513	566163	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 815 612500		WATER	UNIFORMS		1,246.77				
							1,246.77			
42675	ELITE SCREEN PRINTING	0000	240606	INV	02/07/2024			366549	566176	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 811 612500		UTIL BILL	UNIFORMS		25.06				
							25.06			
						CHECK TOTAL	**1,497.09**			
43135	ENTERPRISE DATA RESOU	0000	240980	EFT	02/07/2024			366069	565684	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 213 610700		OPERATING	OPER SUPL		450.00				
							450.00			
						CHECK TOTAL	**450.00**			
216	EQUIFAX CREDIT INFORM	0000		INV	02/07/2024			366348	565983	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 213 627900		OPERATING	MISC		111.74				
							111.74			

ACCOUNTS PAYABLE WARRANT REPORT

Detail Invoice List

WARRANT: 02072024 02/07/2024

CASH ACCOUNT: 001 100350 ACCOUNTS PAYABLE CLEARING

VENDOR		REMIT	PO	TYPE	DUE DATE		AMOUNT	DOCUMENT	VOUCHER	CHECK
216	EQUIFAX CREDIT INFORM	0000		INV	02/07/2024			366349	565984	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 213 627900		OPERATING MISC			102.00				
							102.00			
						CHECK TOTAL	**213.74**			
35145	ESTATE MANAGEMENT SER	0000		EFT	02/07/2024			366375	566014	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 411 620900		LEISURE SE CONTRACT			1,507.71				
							1,507.71			
						CHECK TOTAL	**1,507.71**			
43167	EVAN HOWARD	0000		INV	02/07/2024			366548	566175	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 411 620900		LEISURE SE CONTRACT			50.00				
							50.00			
						CHECK TOTAL	**50.00**			
2802	EVIDENT INC	0000	240736	EFT	02/07/2024			365621	565409	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 213 615200		OPERATING PHOTO			521.14				
							521.14			
2802	EVIDENT INC	0000	240736	EFT	02/07/2024			366347	565982	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 213 615200		OPERATING PHOTO			95.00				
							95.00			
						CHECK TOTAL	**616.14**			
16063	FAZZIOS HOME & FARM C	0000	240925	INV	02/07/2024			366307	565941	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 411 613100		LEISURE SE ATHLETIC			1,752.75				
							1,752.75			
						CHECK TOTAL	**1,752.75**			
1075	FEDEX	0001		INV	02/07/2024			366040	565655	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 290 625700		FIRE POSTAGE			11.34				
							11.34			

ACCOUNTS PAYABLE WARRANT REPORT

Detail Invoice List

WARRANT: 02072024 02/07/2024

CASH ACCOUNT: 001 100350 ACCOUNTS PAYABLE CLEARING

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
					CHECK TOTAL	11.34			
41691	FERGUSON US HOLDINGS,	0000	240964	EFT	02/07/2024		366413	566055	
	ACCOUNT DETAIL					LINE AMOUNT			
	1 815 616700		WATER	WATERLINE		150.00			
						150.00			
41691	FERGUSON US HOLDINGS,	0000	240801	EFT	02/07/2024		366450	566093	
	ACCOUNT DETAIL					LINE AMOUNT			
	1 815 616700		WATER	WATERLINE		287.25			
						287.25			
41691	FERGUSON US HOLDINGS,	0000	240553	EFT	02/07/2024		366451	566094	
	ACCOUNT DETAIL					LINE AMOUNT			
	1 815 616700		WATER	WATERLINE		1,950.00			
						1,950.00			
41691	FERGUSON US HOLDINGS,	0000	240028	EFT	02/07/2024		366674	566269	
	ACCOUNT DETAIL					LINE AMOUNT			
	1 815 610700		WATER	OPER SUPL		16.08			
						16.08			
41691	FERGUSON US HOLDINGS,	0000	240028	EFT	02/07/2024		366675	566270	
	ACCOUNT DETAIL					LINE AMOUNT			
	1 815 610700		WATER	OPER SUPL		33.54			
						33.54			
41691	FERGUSON US HOLDINGS,	0000	240028	EFT	02/07/2024		366676	566271	
	ACCOUNT DETAIL					LINE AMOUNT			
	1 815 610700		WATER	OPER SUPL		18.82			
						18.82			
41691	FERGUSON US HOLDINGS,	0000	240028	EFT	02/07/2024		366677	566272	
	ACCOUNT DETAIL					LINE AMOUNT			
	1 815 610700		WATER	OPER SUPL		756.99			
						756.99			
41691	FERGUSON US HOLDINGS,	0000	240028	EFT	02/07/2024		366678	566273	
	ACCOUNT DETAIL					LINE AMOUNT			
	1 815 610700		WATER	OPER SUPL		52.00			
						52.00			
41691	FERGUSON US HOLDINGS,	0000	240028	EFT	02/07/2024		366679	566274	
	ACCOUNT DETAIL					LINE AMOUNT			
	1 815 610700		WATER	OPER SUPL		134.81			
						134.81			

ACCOUNTS PAYABLE WARRANT REPORT

Detail Invoice List

WARRANT: 02072024 02/07/2024

CASH ACCOUNT: 001 100350 ACCOUNTS PAYABLE CLEARING

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
41691	FERGUSON US HOLDINGS,	0000	240028	EFT	02/07/2024		366680	566275	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 815 610700		WATER	OPER SUPL		544.32			
						544.32			
41691	FERGUSON US HOLDINGS,	0000	240028	EFT	02/07/2024		366681	566276	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 815 610700		WATER	OPER SUPL		30.00			
						30.00			
41691	FERGUSON US HOLDINGS,	0000	240028	EFT	02/07/2024		366682	566277	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 815 610700		WATER	OPER SUPL		110.60			
						110.60			
41691	FERGUSON US HOLDINGS,	0000	240028	EFT	02/07/2024		366683	566278	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 815 610700		WATER	OPER SUPL		15.00			
						15.00			
41691	FERGUSON US HOLDINGS,	0000	240028	EFT	02/07/2024		366685	566280	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 815 610700		WATER	OPER SUPL		110.00			
						110.00			
						CHECK TOTAL	**4,209.41**		
6528	FLEETCOR	0001		EFT	02/07/2024		365652	565440	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 611 614000		PLAN & ZON	FUEL		145.61			
						145.61			
6528	FLEETCOR	0001		EFT	02/07/2024		365654	565442	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 290 614000		FIRE	FUEL		2,120.40			
						2,120.40			
6528	FLEETCOR	0001		EFT	02/07/2024		365764	565511	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 415 614000		BLDG MAINT	FUEL		117.79			
						117.79			
6528	FLEETCOR	0001		EFT	02/07/2024		365765	565512	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 215 614000		Code Enf	FUEL		144.60			
	2 213 614000		OPERATING	FUEL		7,979.77			

ACCOUNTS PAYABLE WARRANT REPORT

Detail Invoice List

WARRANT: 02072024 02/07/2024

CASH ACCOUNT: 001 100350 ACCOUNTS PAYABLE CLEARING

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
						8,124.37			
6528	FLEETCOR	0001		EFT	02/07/2024		366132	565750	

ACCOUNT DETAIL					LINE AMOUNT
1	611	614000	PLAN & ZON	FUEL	144.60

						144.60			
6528	FLEETCOR		0001		EFT	02/07/2024		366133	565751

ACCOUNT DETAIL					LINE AMOUNT
1	290	614000	FIRE	FUEL	2,173.76

						2,173.76			
6528	FLEETCOR		0001		EFT	02/07/2024		366184	565801

ACCOUNT DETAIL					LINE AMOUNT
1	411	614000	LEISURE SE	FUEL	56.53

						56.53			
6528	FLEETCOR		0001		EFT	02/07/2024		366189	565808

ACCOUNT DETAIL					LINE AMOUNT
1	215	614000	Code Enf	FUEL	90.71
2	213	614000	OPERATING	FUEL	8,924.76

						9,015.47			
6528	FLEETCOR		0001		EFT	02/07/2024		366196	565815

ACCOUNT DETAIL					LINE AMOUNT
1	411	614000	LEISURE SE	FUEL	68.66

						68.66			
6528	FLEETCOR		0001		EFT	02/07/2024		366197	565816

ACCOUNT DETAIL					LINE AMOUNT
1	411	614000	LEISURE SE	FUEL	1,342.57

						1,342.57			
6528	FLEETCOR		0001		EFT	02/07/2024		366244	565874

ACCOUNT DETAIL					LINE AMOUNT
1	611	614000	PLAN & ZON	FUEL	178.13

						178.13			
6528	FLEETCOR		0001		EFT	02/07/2024		366245	565875

ACCOUNT DETAIL					LINE AMOUNT
1	290	614000	FIRE	FUEL	2,340.85

						2,340.85			
6528	FLEETCOR		0001		EFT	02/07/2024		366284	565917

ACCOUNT DETAIL					LINE AMOUNT
1	148	614000	Events	FUEL	32.68
2	447	614000	HRB LGT EX	FUEL	90.38

ACCOUNTS PAYABLE WARRANT REPORT

Detail Invoice List

WARRANT: 02072024 02/07/2024

CASH ACCOUNT: 001 100350 ACCOUNTS PAYABLE CLEARING

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
						123.06			
6528	FLEETCOR	0001		EFT	02/07/2024		366306	565940	

ACCOUNT DETAIL					LINE AMOUNT
1	148	614000	Events	FUEL	37.69

						37.69			
6528	FLEETCOR		0001		EFT	02/07/2024		366310	565944

ACCOUNT DETAIL					LINE AMOUNT
1	148	614000	Events	FUEL	39.39
2	447	614000	HRB LGT EX	FUEL	53.41

						92.80			
6528	FLEETCOR		0001		EFT	02/07/2024		366377	566017

ACCOUNT DETAIL					LINE AMOUNT
1	415	614000	BLDG MAINT	FUEL	119.31

						119.31			
6528	FLEETCOR		0001		EFT	02/07/2024		366378	566018

ACCOUNT DETAIL					LINE AMOUNT
1	415	614000	BLDG MAINT	FUEL	141.91

						141.91			
6528	FLEETCOR		0001		EFT	02/07/2024		366552	566178

ACCOUNT DETAIL					LINE AMOUNT
1	148	614000	Events	FUEL	38.73

						38.73			
6528	FLEETCOR		0001		EFT	02/07/2024		366553	566181

ACCOUNT DETAIL					LINE AMOUNT
1	148	614000	Events	FUEL	38.21

						38.21			
6528	FLEETCOR		0001		EFT	02/07/2024		366611	566216

ACCOUNT DETAIL					LINE AMOUNT
1	411	614000	LEISURE SE	FUEL	18.26

						18.26			
6528	FLEETCOR		0001		EFT	02/07/2024		366791	566370

ACCOUNT DETAIL					LINE AMOUNT
1	313	614000	PUB WORK A	FUEL	314.92

						314.92			
6528	FLEETCOR		0001		EFT	02/07/2024		366792	566371

ACCOUNT DETAIL					LINE AMOUNT
1	325	614000	ENGINEER	FUEL	116.39

116.39

ACCOUNTS PAYABLE WARRANT REPORT

Detail Invoice List

WARRANT: 02072024 02/07/2024

CASH ACCOUNT: 001 100350 ACCOUNTS PAYABLE CLEARING

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
6528	FLEETCOR	0001		EFT	02/07/2024		366793	566373	

ACCOUNT DETAIL					LINE AMOUNT
1	815	614000	WATER	FUEL	153.43

153.43

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
6528	FLEETCOR	0001		EFT	02/07/2024		366795	566375	

ACCOUNT DETAIL					LINE AMOUNT
1	315	614000	TRAFFIC	FUEL	344.45

344.45

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
6528	FLEETCOR	0001		EFT	02/07/2024		366798	566378	

ACCOUNT DETAIL					LINE AMOUNT
1	313	614000	PUB WORK A	FUEL	348.61

348.61

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
6528	FLEETCOR	0001		EFT	02/07/2024		366799	566380	

ACCOUNT DETAIL					LINE AMOUNT
1	315	614000	TRAFFIC	FUEL	294.02

294.02

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
6528	FLEETCOR	0001		EFT	02/07/2024		366817	566398	

ACCOUNT DETAIL					LINE AMOUNT
1	313	614000	PUB WORK A	FUEL	305.46

305.46

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
6528	FLEETCOR	0001		EFT	02/07/2024		366818	566399	

ACCOUNT DETAIL					LINE AMOUNT
1	815	614000	WATER	FUEL	103.68

103.68

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
6528	FLEETCOR	0001		EFT	02/07/2024		366819	566400	

ACCOUNT DETAIL					LINE AMOUNT
1	325	614000	ENGINEER	FUEL	46.40

46.40

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
6528	FLEETCOR	0001		EFT	02/07/2024		366820	566401	

ACCOUNT DETAIL					LINE AMOUNT
1	315	614000	TRAFFIC	FUEL	191.57

191.57

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
6528	FLEETCOR	0001		EFT	02/07/2024		367162	566745	

ACCOUNT DETAIL					LINE AMOUNT
1	411	614000	LEISURE SE	FUEL	144.58

144.58

ACCOUNTS PAYABLE WARRANT REPORT

Detail Invoice List

WARRANT: 02072024 02/07/2024

CASH ACCOUNT: 001 100350 ACCOUNTS PAYABLE CLEARING

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
6528	FLEETCOR	0001		EFT	02/07/2024		367163	566746	

ACCOUNT DETAIL					LINE AMOUNT
1	411	614000	LEISURE SE	FUEL	18.25
					18.25
				CHECK TOTAL	**28,820.47**

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
384	GALLS LLC	0000	240110	EFT	02/07/2024		365623	565411	

ACCOUNT DETAIL					LINE AMOUNT
1	213	612500	OPERATING	UNIFORMS	105.45
					105.45

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
384	GALLS LLC	0000	240621	EFT	02/07/2024		365624	565412	

ACCOUNT DETAIL					LINE AMOUNT
1	213	612500	OPERATING	UNIFORMS	335.16
					335.16

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
384	GALLS LLC	0000	240621	EFT	02/07/2024		365625	565413	

ACCOUNT DETAIL					LINE AMOUNT
1	213	612500	OPERATING	UNIFORMS	92.20
					92.20

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
384	GALLS LLC	0000	240621	EFT	02/07/2024		366035	565650	

ACCOUNT DETAIL					LINE AMOUNT
1	213	612500	OPERATING	UNIFORMS	186.43
					186.43

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
384	GALLS LLC	0000	240851	EFT	02/07/2024		366420	566062	

ACCOUNT DETAIL					LINE AMOUNT
1	415	612500	BLDG MAINT	UNIFORMS	135.00
2	415	627900	BLDG MAINT	MISC	4.99
					139.99
				CHECK TOTAL	**859.23**

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
34366	GLOBAL EQUIPMENT COMP	0000	241075	INV	02/07/2024		366728	566312	

ACCOUNT DETAIL					LINE AMOUNT
1	148	627800	Events	EVENT	176.40
2	447	612200	HRB LGT EX	REP&MAINT	4,965.94
					5,142.34
				CHECK TOTAL	**5,142.34**

ACCOUNTS PAYABLE WARRANT REPORT

Detail Invoice List

WARRANT: 02072024 02/07/2024

CASH ACCOUNT: 001 100350 ACCOUNTS PAYABLE CLEARING

VENDOR		REMIT	PO	TYPE	DUE DATE		AMOUNT	DOCUMENT	VOUCHER	CHECK
43179	GRACE AARON	0000		INV	02/07/2024			366835	566415	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 145 620900		Finance	CONTRACT		12,375.00				
							12,375.00			
						CHECK TOTAL	**12,375.00**			
4297	GRAYBAR ELECTRIC CO	0000	240567	EFT	02/07/2024			366269	565899	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 447 612200		HRB LGT EX	REP&MAINT		110.25				
							110.25			
4297	GRAYBAR ELECTRIC CO	0000	240315	EFT	02/07/2024			366434	566077	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 825 615800		SEWER	LFT STATN		5,354.01				
							5,354.01			
						CHECK TOTAL	**5,464.26**			
3220	GREEN FOREST NURSERY	0000	240772	INV	02/07/2024			366616	566222	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 411 615300		LEISURE SE	MEMORY TRE		332.70				
							332.70			
						CHECK TOTAL	**332.70**			
41824	GREENPOINT AG HOLDING	0001	240725	EFT	02/07/2024			366364	566001	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 411 613700		LEISURE SE	CHEMICALS		4,447.40				
							4,447.40			
41824	GREENPOINT AG HOLDING	0001	240952	EFT	02/07/2024			366389	566031	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 411 613700		LEISURE SE	CHEMICALS		4,886.10				
							4,886.10			
						CHECK TOTAL	**9,333.50**			
35999	GULF BREEZE LANDSCAPI	0000		EFT	02/07/2024			366293	565925	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 411 620900		LEISURE SE	CONTRACT		13,865.00				
							13,865.00			

ACCOUNTS PAYABLE WARRANT REPORT

Detail Invoice List

WARRANT: 02072024 02/07/2024

CASH ACCOUNT: 001 100350 ACCOUNTS PAYABLE CLEARING

VENDOR		REMIT	PO	TYPE	DUE DATE		AMOUNT	DOCUMENT	VOUCHER	CHECK
35999	GULF BREEZE LANDSCAPI	0000		EFT	02/07/2024			366298	565932	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 411 620900		LEISURE SE CONTRACT			1,555.00				
							1,555.00			
						CHECK TOTAL	**15,420.00**			
329	GULF COAST BUSINESS S	0000	240970	EFT	02/07/2024			366096	565712	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 125 610700		CITY COURT OPER SUPL			330.41				
							330.41			
329	GULF COAST BUSINESS S	0000	241032	EFT	02/07/2024			366167	565785	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 213 610400		OPERATING OFF SUPPLS			1,234.71				
							1,234.71			
329	GULF COAST BUSINESS S	0000	241032	EFT	02/07/2024			366193	565812	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 213 610400		OPERATING OFF SUPPLS			248.52				
							248.52			
329	GULF COAST BUSINESS S	0000	241038	EFT	02/07/2024			366388	566029	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 290 610100		FIRE JANITORIAL			1,129.96				
							1,129.96			
329	GULF COAST BUSINESS S	0000		EFT	02/07/2024			366398	566040	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 411 610100		LEISURE SE JANITORIAL			174.02				
							174.02			
329	GULF COAST BUSINESS S	0000	241077	EFT	02/07/2024			366436	566079	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 611 610400		PLAN & ZON OFF SUPPLS			89.30				
							89.30			
329	GULF COAST BUSINESS S	0000	241072	EFT	02/07/2024			366732	566316	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 290 610700		FIRE OPER SUPL			1,252.00				
							1,252.00			
						CHECK TOTAL	**4,458.92**			

ACCOUNTS PAYABLE WARRANT REPORT

Detail Invoice List

WARRANT: 02072024 02/07/2024

CASH ACCOUNT: 001 100350 ACCOUNTS PAYABLE CLEARING

VENDOR		REMIT	PO	TYPE	DUE DATE		AMOUNT	DOCUMENT	VOUCHER	CHECK
2175	GULF COAST PUMP & EQU	0000	240244	INV	02/07/2024			366426	566068	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 825 615800		SEWER	LFT STATN		3,992.96				
							3,992.96			
						CHECK TOTAL	**3,992.96**			
360	GULF HYDRAULICS & PNE	0000	240991	EFT	02/07/2024			366041	565656	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 290 612200		FIRE	REP&MAINT		413.27				
							413.27			
						CHECK TOTAL	**413.27**			
13879	GULFPORT MAIN STREET	0000		INV	02/07/2024			366499	566143	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 145 620900		Finance	CONTRACT		25,000.00				
							25,000.00			
						CHECK TOTAL	**25,000.00**			
2592	HANCOCK BANK/WHITNEY	0001		INV	02/07/2024			366615	566220	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 305 650400		DS MIMA RV	INTEREST		892,882.50				
							892,882.50			
						CHECK TOTAL	**892,882.50**			
468	HARRISON COUNTY UTILI	0000	240020	INV	02/07/2024			366208	565831	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 845 627500		HCWWSWMD	WWATER TRT		569,550.00				
							569,550.00			
						CHECK TOTAL	**569,550.00**			
2066	HAVARD PEST CONTROL	0001		EFT	02/07/2024			366030	565645	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 213 620900		OPERATING	CONTRACT		40.00				
							40.00			
2066	HAVARD PEST CONTROL	0001	240179	EFT	02/07/2024			366198	565818	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 411 620900		LEISURE SE	CONTRACT		200.00				
							200.00			

ACCOUNTS PAYABLE WARRANT REPORT

Detail Invoice List

WARRANT: 02072024 02/07/2024

CASH ACCOUNT: 001 100350 ACCOUNTS PAYABLE CLEARING

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
2066	HAVARD PEST CONTROL	0001		EFT	02/07/2024		366233	565858	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 150 621700		INFO TECH	MAINT CONT		35.00			
						35.00			
2066	HAVARD PEST CONTROL	0001		EFT	02/07/2024		366357	565994	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 811 626900		UTIL BILL	TRAVEL		16.66			
						16.66			
2066	HAVARD PEST CONTROL	0001		EFT	02/07/2024		366500	566146	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 145 620900		Finance	CONTRACT		115.00			
						115.00			
2066	HAVARD PEST CONTROL	0001		EFT	02/07/2024		366504	566153	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 145 620900		Finance	CONTRACT		119.00			
						119.00			
2066	HAVARD PEST CONTROL	0001		EFT	02/07/2024		366827	566407	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 811 627900		UTIL BILL	MISC		16.66			
						16.66			
						CHECK TOTAL	**542.32**		
484	HELWICK ELECTRONICS	0000	240947	INV	02/07/2024		366309	565943	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 411 610700		LEISURE SE	OPER SUPL		361.90			
						361.90			
						CHECK TOTAL	**361.90**		
12506	ERIC HILL	0000		EFT	02/07/2024		365562	565347	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 411 620900		LEISURE SE	CONTRACT		75.00			
						75.00			
12506	ERIC HILL	0000		EFT	02/07/2024		366512	566161	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 411 620900		LEISURE SE	CONTRACT		375.00			
						375.00			
						CHECK TOTAL	**450.00**		

ACCOUNTS PAYABLE WARRANT REPORT

Detail Invoice List

WARRANT: 02072024 02/07/2024

CASH ACCOUNT: 001 100350 ACCOUNTS PAYABLE CLEARING

VENDOR		REMIT	PO	TYPE	DUE DATE		AMOUNT	DOCUMENT	VOUCHER	CHECK
530	HOWARD SMITH EQUIPMEN	0000	240009	EFT	02/07/2024			366116	565733	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 290 610700		FIRE	OPER SUPL		346.79				
							346.79			
530	HOWARD SMITH EQUIPMEN	0000	240009	EFT	02/07/2024			366453	566096	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 290 610700		FIRE	OPER SUPL		39.22				
							39.22			
						CHECK TOTAL	**386.01**			
548	HUMANE SOCIETY OF S M	0000		EFT	02/07/2024			366031	565646	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 213 614900		OPERATING	ANIMAL CON		17,936.20				
							17,936.20			
						CHECK TOTAL	**17,936.20**			
15738	IHEARTMEDIA + ENTERTA	0000		INV	02/07/2024			366292	565924	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 447 626100		HRB LGT EX	ADVERTSNG		6,770.00				
							6,770.00			
15738	IHEARTMEDIA + ENTERTA	0000		INV	02/07/2024			366294	565926	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 447 626100		HRB LGT EX	ADVERTSNG		1,740.00				
							1,740.00			
15738	IHEARTMEDIA + ENTERTA	0000		INV	02/07/2024			366295	565927	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 447 626100		HRB LGT EX	ADVERTSNG		1,485.00				
							1,485.00			
						CHECK TOTAL	**9,995.00**			
1140	INTERNATIONAL ASSOCIA	0001	240749	INV	02/07/2024			366036	565651	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 213 621900		OPERATING	MEMBER DUE		190.00				
							190.00			
1140	INTERNATIONAL ASSOCIA	0001	240749	INV	02/07/2024			366037	565652	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 213 621900		OPERATING	MEMBER DUE		190.00				
							190.00			

ACCOUNTS PAYABLE WARRANT REPORT

Detail Invoice List

WARRANT: 02072024 02/07/2024

CASH ACCOUNT: 001 100350 ACCOUNTS PAYABLE CLEARING

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
1140	INTERNATIONAL ASSOCIA	0001	240749	INV	02/07/2024		366038	565653	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 213 621900		OPERATING	MEMBER DUE		190.00			
						190.00			
1140	INTERNATIONAL ASSOCIA	0001	240749	INV	02/07/2024		366039	565654	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 213 621900		OPERATING	MEMBER DUE		190.00			
						190.00			
						CHECK TOTAL	**760.00**		
42450	ISAIAH MORGAN	0000		EFT	02/07/2024		366503	566152	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 411 620900		LEISURE SE	CONTRACT		640.00			
						640.00			
						CHECK TOTAL	**640.00**		
12198	TIMOTHY ISHEE	0000		INV	02/07/2024		366241	565867	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 290 622300		FIRE	TRAIN PRG		26.00			
						26.00			
						CHECK TOTAL	**26.00**		
24653	ITSAVVY LLC	0001	240995	EFT	02/07/2024		366232	565857	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 213 610700		OPERATING	OPER SUPL		268.62			
						268.62			
						CHECK TOTAL	**268.62**		
275	J H WRIGHT & ASSOC	0001	240962	EFT	02/07/2024		366441	566084	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 815 620900		WATER	CONTRACT		1,560.00			
						1,560.00			
275	J H WRIGHT & ASSOC	0001	240022	EFT	02/07/2024		366442	566085	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 815 616400		WATER	WATERWELL		2,210.00			
						2,210.00			
						CHECK TOTAL	**3,770.00**		

ACCOUNTS PAYABLE WARRANT REPORT

Detail Invoice List

WARRANT: 02072024 02/07/2024

CASH ACCOUNT: 001 100350 ACCOUNTS PAYABLE CLEARING

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
43022	JAAF LLC	0000	240145	EFT	02/07/2024		366070	565685	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 213 611300		OPERATING MOTR VEH			1,339.55			
						1,339.55			
43022	JAAF LLC	0000	240145	EFT	02/07/2024		366071	565686	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 213 611300		OPERATING MOTR VEH			226.26			
						226.26			
43022	JAAF LLC	0000	240145	EFT	02/07/2024		366163	565782	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 213 611300		OPERATING MOTR VEH			43.74			
						43.74			
43022	JAAF LLC	0000	240145	EFT	02/07/2024		366164	565783	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 213 611300		OPERATING MOTR VEH			62.26			
						62.26			
						CHECK TOTAL	**1,671.81**		
43089	JAMES M LADNER	0000		INV	02/07/2024		366556	566182	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 411 626900		LEISURE SE TRAVEL			32.00			
						32.00			
						CHECK TOTAL	**32.00**		
42317	GULF COAST RESTROOM T	0000	240196	EFT	02/07/2024		366278	565910	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 447 620900		HRB LGT EX CONTRACT			51,100.00			
						51,100.00			
						CHECK TOTAL	**51,100.00**		
42912	JEFCOAT RECREATION AN	0000	240661	INV	02/07/2024		366431	566073	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 411 610700		LEISURE SE OPER SUPL			3,186.86			
						3,186.86			
						CHECK TOTAL	**3,186.86**		

ACCOUNTS PAYABLE WARRANT REPORT

Detail Invoice List

WARRANT: 02072024 02/07/2024

CASH ACCOUNT: 001 100350 ACCOUNTS PAYABLE CLEARING

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
294	JERRYS LAWNMOWER SALE	0000	240782	EFT	02/07/2024		366487	566130	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 411 610600		LEISURE SE	LANDSCAPE		820.33			
						820.33			
						CHECK TOTAL	**820.33**		
43151	JHS ENTERPRISES INC	0000	240931	EFT	02/07/2024		366019	565633	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 143 610400		CAO Office	OFF SUPPLS		52.00			
						52.00			
43151	JHS ENTERPRISES INC	0000	240974	EFT	02/07/2024		366088	565704	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 611 626500		PLAN & ZON	PRINTING		52.00			
						52.00			
43151	JHS ENTERPRISES INC	0000	241008	EFT	02/07/2024		366123	565740	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 213 626500		OPERATING	PRINTING		319.00			
						319.00			
43151	JHS ENTERPRISES INC	0000	240839	EFT	02/07/2024		366125	565742	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 611 626500		PLAN & ZON	PRINTING		749.00			
						749.00			
43151	JHS ENTERPRISES INC	0000	241052	EFT	02/07/2024		366175	565793	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 290 626500		FIRE	PRINTING		420.00			
						420.00			
43151	JHS ENTERPRISES INC	0000	241008	EFT	02/07/2024		366191	565810	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 213 626500		OPERATING	PRINTING		52.00			
						52.00			
43151	JHS ENTERPRISES INC	0000	241008	EFT	02/07/2024		366192	565811	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 213 626500		OPERATING	PRINTING		52.00			
						52.00			
43151	JHS ENTERPRISES INC	0000	240981	EFT	02/07/2024		366271	565903	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 148 627800 24010		Events	EVENT		70.50			
						70.50			

ACCOUNTS PAYABLE WARRANT REPORT

Detail Invoice List

WARRANT: 02072024 02/07/2024

CASH ACCOUNT: 001 100350 ACCOUNTS PAYABLE CLEARING

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
43151	JHS ENTERPRISES INC	0000	240996	EFT	02/07/2024		366317	565951	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 143 610400		CAO Office	OFF SUPPLS		27.95			
						27.95			
43151	JHS ENTERPRISES INC	0000	241016	EFT	02/07/2024		366438	566081	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 313 610700		PUB WORK A	OPER SUPL		52.00			
						52.00			
43151	JHS ENTERPRISES INC	0000	241016	EFT	02/07/2024		366439	566082	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 325 610700		ENGINEER	OPER SUPL		52.00			
						52.00			
43151	JHS ENTERPRISES INC	0000	240897	EFT	02/07/2024		366440	566083	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 815 610700		WATER	OPER SUPL		1,032.00			
						1,032.00			
						CHECK TOTAL	**2,930.45**		
13406	JOHN FAYARD MOVING &	0000		EFT	02/07/2024		366022	565637	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 145 620900		Finance	CONTRACT		1,015.99			
						1,015.99			
13406	JOHN FAYARD MOVING &	0000		EFT	02/07/2024		366356	565992	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 145 620900		Finance	CONTRACT		100.00			
						100.00			
						CHECK TOTAL	**1,115.99**		
17386	JOHN MCADAMS, CHANCER	0000		INV	02/07/2024		366369	566006	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 325 620900		ENGINEER	CONTRACT		26.00			
						26.00			
17386	JOHN MCADAMS, CHANCER	0000		INV	02/07/2024		367171	566754	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 365 621200 02807		CITYFUND	APPRAISE		62.00			
						62.00			
						CHECK TOTAL	**88.00**		

ACCOUNTS PAYABLE WARRANT REPORT

Detail Invoice List

WARRANT: 02072024 02/07/2024

CASH ACCOUNT: 001 100350 ACCOUNTS PAYABLE CLEARING

VENDOR		REMIT	PO	TYPE	DUE DATE		AMOUNT	DOCUMENT	VOUCHER	CHECK
11185	LEE J JOHNSON	0000	240955	INV	02/07/2024			366374	566013	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 411 620900		LEISURE SE CONTRACT			2,500.00				
							2,500.00			
						CHECK TOTAL	**2,500.00**			
42355	ASCEND LEARNING HOLDI	0000	240932	INV	02/07/2024			365646	565434	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 290 622300		FIRE TRAIN PRG			403.57				
							403.57			
						CHECK TOTAL	**403.57**			
753	EULA R JOSEPH	0000		EFT	02/07/2024			366514	566164	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 411 620900		LEISURE SE CONTRACT			150.00				
							150.00			
						CHECK TOTAL	**150.00**			
42792	JUAN A LOCKETT JR	0000		EFT	02/07/2024			366558	566184	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 411 620900		LEISURE SE CONTRACT			275.00				
							275.00			
						CHECK TOTAL	**275.00**			
41134	JULIUS BUCKHALTER	0000		EFT	02/07/2024			365552	565336	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 411 620900		LEISURE SE CONTRACT			50.00				
							50.00			
41134	JULIUS BUCKHALTER	0000		EFT	02/07/2024			366559	566186	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 411 620900		LEISURE SE CONTRACT			525.00				
							525.00			
						CHECK TOTAL	**575.00**			
320	KEELING CO	0000	240627	EFT	02/07/2024			366311	565945	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 411 610600		LEISURE SE LANDSCAPE			273.43				
							273.43			

ACCOUNTS PAYABLE WARRANT REPORT

Detail Invoice List

WARRANT: 02072024 02/07/2024

CASH ACCOUNT: 001 100350 ACCOUNTS PAYABLE CLEARING

VENDOR		REMIT	PO	TYPE	DUE DATE		AMOUNT	DOCUMENT	VOUCHER	CHECK
						CHECK TOTAL	**273.43**			
43152	KENDRICK BRONTE EVANS	0000		INV	02/07/2024			366142	565760	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 010 210601		GENRL FUND	BONDS PAY		192.75				
							192.75			
						CHECK TOTAL	**192.75**			
1166	KENS HARDWARE & MARIN	0000	240811	INV	02/07/2024			366328	565962	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 445 610700		J T JONES	OPER SUPL		40.50				
							40.50			
						CHECK TOTAL	**40.50**			
16880	DS WATERS OF AMERICA	0000		INV	02/07/2024			365223	564994	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 445 610700		J T JONES	OPER SUPL		163.86				
							163.86			
						CHECK TOTAL	**163.86**			
35998	KINGS SPRINKLER SYSTE	0000		EFT	02/07/2024			366255	565886	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 411 620900		LEISURE SE	CONTRACT		1,991.75				
							1,991.75			
						CHECK TOTAL	**1,991.75**			
337	KNIGHT ABBEY COMMERCI	0000		INV	02/07/2024			366092	565708	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 125 625700		CITY COURT	POSTAGE		508.20				
	2 125 620900		CITY COURT	CONTRACT		400.00				
							908.20			
337	KNIGHT ABBEY COMMERCI	0000		INV	02/07/2024			366824	566404	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 811 610700		UTIL BILL	OPER SUPL		2,186.17				
							2,186.17			
						CHECK TOTAL	**3,094.37**			

ACCOUNTS PAYABLE WARRANT REPORT

Detail Invoice List

WARRANT: 02072024 02/07/2024

CASH ACCOUNT: 001 100350 ACCOUNTS PAYABLE CLEARING

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
71700	KREWE OF GEMINI	0000		INV	02/07/2024		366256	565887	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 148 627800 24004	Events	EVENT			840.00			
						840.00			
						CHECK TOTAL	**840.00**		
357	LAND SHAPER INC	0000	240906	EFT	02/07/2024		366365	566002	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 411 614300	LEISURE SE	GRAVEL			1,080.00			
						1,080.00			
357	LAND SHAPER INC	0000	240906	EFT	02/07/2024		366373	566012	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 411 614300	LEISURE SE	GRAVEL			306.00			
						306.00			
357	LAND SHAPER INC	0000	241103	EFT	02/07/2024		366405	566047	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 815 614300	WATER	GRAVEL			1,062.00			
						1,062.00			
357	LAND SHAPER INC	0000	240917	EFT	02/07/2024		366408	566050	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 825 614300	SEWER	GRAVEL			31,300.00			
						31,300.00			
						CHECK TOTAL	**33,748.00**		
15015	LANGUAGE LINE SERVICE	0001		EFT	02/07/2024		365615	565403	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 213 626001	OPERATING	TELEPHONE			405.27			
						405.27			
						CHECK TOTAL	**405.27**		
19073	LARRY M DAVIS	0000		INV	02/07/2024		366593	566197	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 411 620900	LEISURE SE	CONTRACT			375.00			
						375.00			
						CHECK TOTAL	**375.00**		

ACCOUNTS PAYABLE WARRANT REPORT

Detail Invoice List

WARRANT: 02072024 02/07/2024

CASH ACCOUNT: 001 100350 ACCOUNTS PAYABLE CLEARING

VENDOR		REMIT	PO	TYPE	DUE DATE		AMOUNT	DOCUMENT	VOUCHER	CHECK
43157	LATASHA CRUZ	0000		EFT	02/07/2024			366810	566391	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 815 626001		WATER	TELEPHONE		524.94				
							524.94			
						CHECK TOTAL	**524.94**			
40677	LEE C. RUSSELL	0000		INV	02/07/2024			366091	565707	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 125 621500		CITY COURT	LEGAL-CD		4,167.00				
							4,167.00			
						CHECK TOTAL	**4,167.00**			
43159	LEONARD BENNETT	0000		INV	02/07/2024			366594	566198	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 411 620900		LEISURE SE	CONTRACT		175.00				
							175.00			
						CHECK TOTAL	**175.00**			
42389	LMR HARDWARE	0000	240029	EFT	02/07/2024			366692	566288	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 315 610700		TRAFFIC	OPER SUPL		19.98				
							19.98			
42389	LMR HARDWARE	0000	240029	EFT	02/07/2024			366694	566289	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 315 610700		TRAFFIC	OPER SUPL		35.72				
							35.72			
						CHECK TOTAL	**55.70**			
380	LOWES ACCTS RECEIVABL	0001	240043	INV	02/07/2024			365637	565425	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 415 611000		BLDG MAINT	BLG MAT		53.18				
							53.18			
380	LOWES ACCTS RECEIVABL	0001	240043	INV	02/07/2024			365638	565426	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 415 611000		BLDG MAINT	BLG MAT		93.97				
							93.97			

ACCOUNTS PAYABLE WARRANT REPORT

Detail Invoice List

WARRANT: 02072024 02/07/2024

CASH ACCOUNT: 001 100350 ACCOUNTS PAYABLE CLEARING

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
380	LOWES ACCTS RECEIVABL	0001	240043	INV	02/07/2024		365639	565427	

ACCOUNT DETAIL					LINE AMOUNT
1	415	611000	BLDG MAINT	BLG MAT	48.43

48.43

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
380	LOWES ACCTS RECEIVABL	0001	240043	INV	02/07/2024		365640	565428	

ACCOUNT DETAIL					LINE AMOUNT
1	415	611000	BLDG MAINT	BLG MAT	36.72

36.72

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
380	LOWES ACCTS RECEIVABL	0001	240941	INV	02/07/2024		365641	565429	

ACCOUNT DETAIL					LINE AMOUNT
1	415	610700	BLDG MAINT	OPER SUPL	890.94

890.94

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
380	LOWES ACCTS RECEIVABL	0001	240043	INV	02/07/2024		365642	565431	

ACCOUNT DETAIL					LINE AMOUNT
1	415	611000	BLDG MAINT	BLG MAT	61.90

61.90

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
380	LOWES ACCTS RECEIVABL	0001	240043	INV	02/07/2024		365643	565432	

ACCOUNT DETAIL					LINE AMOUNT
1	415	611000	BLDG MAINT	BLG MAT	10.45

10.45

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
380	LOWES ACCTS RECEIVABL	0001	240043	INV	02/07/2024		365645	565433	

ACCOUNT DETAIL					LINE AMOUNT
1	415	611000	BLDG MAINT	BLG MAT	37.18

37.18

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
380	LOWES ACCTS RECEIVABL	0001	240014	INV	02/07/2024		365649	565437	

ACCOUNT DETAIL					LINE AMOUNT
1	290	610700	FIRE	OPER SUPL	42.73

42.73

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
380	LOWES ACCTS RECEIVABL	0001	240109	INV	02/07/2024		365684	565473	

ACCOUNT DETAIL					LINE AMOUNT
1	213	611000	OPERATING	BLG MAT	8.53
2	213	611300	OPERATING	MOTR VEH	8.53

17.06

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
380	LOWES ACCTS RECEIVABL	0001	240109	INV	02/07/2024		365685	565474	

ACCOUNT DETAIL					LINE AMOUNT
1	213	611000	OPERATING	BLG MAT	664.05
2	213	611300	OPERATING	MOTR VEH	664.05

1,328.10

ACCOUNTS PAYABLE WARRANT REPORT

Detail Invoice List

WARRANT: 02072024 02/07/2024

CASH ACCOUNT: 001 100350 ACCOUNTS PAYABLE CLEARING

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
380	LOWES ACCTS RECEIVABL	0001	240043	INV	02/07/2024		365762	565509	

ACCOUNT DETAIL					LINE AMOUNT
1	415	611000	BLDG MAINT	BLG MAT	122.80

122.80

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
380	LOWES ACCTS RECEIVABL	0001	240242	INV	02/07/2024		366028	565643	

ACCOUNT DETAIL					LINE AMOUNT
1	215	610700	Code Enf	OPER SUPL	73.98

73.98

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
380	LOWES ACCTS RECEIVABL	0001	240109	INV	02/07/2024		366029	565644	

ACCOUNT DETAIL					LINE AMOUNT
1	213	611000	OPERATING	BLG MAT	10.92
2	213	611300	OPERATING	MOTR VEH	10.92

21.84

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
380	LOWES ACCTS RECEIVABL	0001	240043	INV	02/07/2024		366058	565673	

ACCOUNT DETAIL					LINE AMOUNT
1	415	611000	BLDG MAINT	BLG MAT	160.92

160.92

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
380	LOWES ACCTS RECEIVABL	0001	240043	INV	02/07/2024		366059	565674	

ACCOUNT DETAIL					LINE AMOUNT
1	415	611000	BLDG MAINT	BLG MAT	85.83

85.83

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
380	LOWES ACCTS RECEIVABL	0001	241010	INV	02/07/2024		366089	565705	

ACCOUNT DETAIL					LINE AMOUNT
1	290	610700	FIRE	OPER SUPL	489.23

489.23

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
380	LOWES ACCTS RECEIVABL	0001	240043	INV	02/07/2024		366104	565720	

ACCOUNT DETAIL					LINE AMOUNT
1	415	611000	BLDG MAINT	BLG MAT	97.40

97.40

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
380	LOWES ACCTS RECEIVABL	0001	241031	INV	02/07/2024		366105	565721	

ACCOUNT DETAIL					LINE AMOUNT
1	415	624601	BLDG MAINT	REPAIRS	66.01

66.01

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
380	LOWES ACCTS RECEIVABL	0001	241031	INV	02/07/2024		366106	565722	

ACCOUNT DETAIL					LINE AMOUNT
1	415	624601	BLDG MAINT	REPAIRS	284.05

284.05

ACCOUNTS PAYABLE WARRANT REPORT

Detail Invoice List

WARRANT: 02072024 02/07/2024

CASH ACCOUNT: 001 100350 ACCOUNTS PAYABLE CLEARING

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
380	LOWES ACCTS RECEIVABL	0001	241026	INV	02/07/2024		366110	565726	

	ACCOUNT DETAIL				LINE AMOUNT
1	150	610400	INFO TECH	OFF SUPPLS	94.92

94.92

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
380	LOWES ACCTS RECEIVABL	0001	240014	INV	02/07/2024		366117	565734	

	ACCOUNT DETAIL				LINE AMOUNT
1	290	610700	FIRE	OPER SUPL	186.08

186.08

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
380	LOWES ACCTS RECEIVABL	0001	240014	INV	02/07/2024		366137	565755	

	ACCOUNT DETAIL				LINE AMOUNT
1	290	610700	FIRE	OPER SUPL	276.81

276.81

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
380	LOWES ACCTS RECEIVABL	0001	240014	INV	02/07/2024		366166	565784	

	ACCOUNT DETAIL				LINE AMOUNT
1	290	610700	FIRE	OPER SUPL	90.23

90.23

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
380	LOWES ACCTS RECEIVABL	0001	240014	INV	02/07/2024		366173	565791	

	ACCOUNT DETAIL				LINE AMOUNT
1	290	610700	FIRE	OPER SUPL	9.06

9.06

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
380	LOWES ACCTS RECEIVABL	0001	240109	INV	02/07/2024		366187	565806	

	ACCOUNT DETAIL				LINE AMOUNT
1	213	611000	OPERATING	BLG MAT	74.79
2	213	611300	OPERATING	MOTR VEH	74.79

149.58

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
380	LOWES ACCTS RECEIVABL	0001	240109	INV	02/07/2024		366188	565807	

	ACCOUNT DETAIL				LINE AMOUNT
1	213	611000	OPERATING	BLG MAT	8.54
2	213	611300	OPERATING	MOTR VEH	8.54

17.08

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
380	LOWES ACCTS RECEIVABL	0001	240014	INV	02/07/2024		366209	565830	

	ACCOUNT DETAIL				LINE AMOUNT
1	290	610700	FIRE	OPER SUPL	8.72

8.72

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
380	LOWES ACCTS RECEIVABL	0001	240109	INV	02/07/2024		366227	565850	

	ACCOUNT DETAIL				LINE AMOUNT
1	213	611000	OPERATING	BLG MAT	16.95
2	213	611300	OPERATING	MOTR VEH	16.95

ACCOUNTS PAYABLE WARRANT REPORT

Detail Invoice List

WARRANT: 02072024 02/07/2024

CASH ACCOUNT: 001 100350 ACCOUNTS PAYABLE CLEARING

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
380	LOWES ACCTS RECEIVABL	0001	240761	INV	02/07/2024	33.90	366253	565884	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 447 612200		HRB LGT EX REP&MAINT			15.06			
						15.06			
380	LOWES ACCTS RECEIVABL	0001	240761	INV	02/07/2024		366257	565888	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 447 612200		HRB LGT EX REP&MAINT			263.76			
						263.76			
380	LOWES ACCTS RECEIVABL	0001	240761	INV	02/07/2024		366258	565889	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 447 612200		HRB LGT EX REP&MAINT			506.10			
						506.10			
380	LOWES ACCTS RECEIVABL	0001	240176	INV	02/07/2024		366290	565922	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 411 610600		LEISURE SE LANDSCAPE			472.30			
						472.30			
380	LOWES ACCTS RECEIVABL	0001		INV	02/07/2024		366318	565952	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 415 624601		BLDG MAINT REPAIRS			88.30			
						88.30			
380	LOWES ACCTS RECEIVABL	0001		INV	02/07/2024		366319	565953	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 415 624601		BLDG MAINT REPAIRS			128.15			
						128.15			
380	LOWES ACCTS RECEIVABL	0001		INV	02/07/2024		366320	565954	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 415 624601		BLDG MAINT REPAIRS			65.50			
						65.50			
380	LOWES ACCTS RECEIVABL	0001		INV	02/07/2024		366321	565955	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 415 624601		BLDG MAINT REPAIRS			19.54			
						19.54			
380	LOWES ACCTS RECEIVABL	0001		INV	02/07/2024		366322	565956	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 415 624601		BLDG MAINT REPAIRS			12.32			
						12.32			

ACCOUNTS PAYABLE WARRANT REPORT

Detail Invoice List

WARRANT: 02072024 02/07/2024

CASH ACCOUNT: 001 100350 ACCOUNTS PAYABLE CLEARING

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
380	LOWES ACCTS RECEIVABL	0001		INV	02/07/2024		366323	565957	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 415 624601		BLDG MAINT REPAIRS			9.01			
						9.01			
380	LOWES ACCTS RECEIVABL	0001	240057	INV	02/07/2024		366332	565967	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 148 627800		Events EVENT			81.32			
						81.32			
380	LOWES ACCTS RECEIVABL	0001	241031	INV	02/07/2024		366358	565995	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 415 624601		BLDG MAINT REPAIRS			29.26			
						29.26			
380	LOWES ACCTS RECEIVABL	0001	241031	INV	02/07/2024		366359	565996	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 415 624601		BLDG MAINT REPAIRS			64.56			
						64.56			
380	LOWES ACCTS RECEIVABL	0001	240182	INV	02/07/2024		366366	566004	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 411 610700		LEISURE SE OPER SUPL			102.48			
						102.48			
380	LOWES ACCTS RECEIVABL	0001	240043	INV	02/07/2024		366381	566021	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 415 611000		BLDG MAINT BLG MAT			25.90			
						25.90			
380	LOWES ACCTS RECEIVABL	0001	240043	INV	02/07/2024		366382	566023	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 415 611000		BLDG MAINT BLG MAT			21.84			
						21.84			
380	LOWES ACCTS RECEIVABL	0001	241031	INV	02/07/2024		366383	566024	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 415 624601		BLDG MAINT REPAIRS			80.75			
						80.75			
380	LOWES ACCTS RECEIVABL	0001	241031	INV	02/07/2024		366385	566026	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 415 624601		BLDG MAINT REPAIRS			32.62			
						32.62			

ACCOUNTS PAYABLE WARRANT REPORT

Detail Invoice List

WARRANT: 02072024 02/07/2024

CASH ACCOUNT: 001 100350 ACCOUNTS PAYABLE CLEARING

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
380	LOWES ACCTS RECEIVABL	0001	241031	INV	02/07/2024		366386	566027	

ACCOUNT DETAIL					LINE AMOUNT
1	415	624601	BLDG MAINT	REPAIRS	43.65

43.65

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
380	LOWES ACCTS RECEIVABL	0001	241031	INV	02/07/2024		366468	566111	

ACCOUNT DETAIL					LINE AMOUNT
1	415	624601	BLDG MAINT	REPAIRS	50.54

50.54

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
380	LOWES ACCTS RECEIVABL	0001	240058	INV	02/07/2024		366686	566282	

ACCOUNT DETAIL					LINE AMOUNT
1	311	610700	STS & DRAI	OPER SUPL	39.78

39.78

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
380	LOWES ACCTS RECEIVABL	0001	240058	INV	02/07/2024		366690	566285	

ACCOUNT DETAIL					LINE AMOUNT
1	815	610700	WATER	OPER SUPL	59.85
2	825	610700	SEWER	OPER SUPL	62.61

122.46

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
380	LOWES ACCTS RECEIVABL	0001	240058	INV	02/07/2024		366691	566286	

ACCOUNT DETAIL					LINE AMOUNT
1	815	610700	WATER	OPER SUPL	4.99
2	825	610700	SEWER	OPER SUPL	5.22

10.21

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
380	LOWES ACCTS RECEIVABL	0001	240761	INV	02/07/2024		366825	566405	

ACCOUNT DETAIL					LINE AMOUNT
1	447	612200	HRB LGT EX	REP&MAINT	126.17

126.17

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
380	LOWES ACCTS RECEIVABL	0001	240761	INV	02/07/2024		366828	566408	

ACCOUNT DETAIL					LINE AMOUNT
1	447	612200	HRB LGT EX	REP&MAINT	133.34

133.34

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
380	LOWES ACCTS RECEIVABL	0001	240761	INV	02/07/2024		366830	566410	

ACCOUNT DETAIL					LINE AMOUNT
1	447	612200	HRB LGT EX	REP&MAINT	61.17

61.17

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
380	LOWES ACCTS RECEIVABL	0001	240761	INV	02/07/2024		366833	566413	

ACCOUNT DETAIL					LINE AMOUNT
1	447	612200	HRB LGT EX	REP&MAINT	213.38

213.38

ACCOUNTS PAYABLE WARRANT REPORT

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WARRANT: 02072024 02/07/2024

CASH ACCOUNT: 001 100350 ACCOUNTS PAYABLE CLEARING

VENDOR		REMIT	PO	TYPE	DUE DATE		AMOUNT	DOCUMENT	VOUCHER	CHECK
						CHECK TOTAL	**7,708.57**			
21579	QUADIENT LEASING USA,	0000		EFT	02/07/2024			366498	566022	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 135 626700		CITY ATTY	RENTAL		140.85				
							140.85			
						CHECK TOTAL	**140.85**			
42260	MANDAL AUTOMOTIVE OF	0000	240768	INV	02/07/2024			366168	565786	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 213 611300		OPERATING	MOTR VEH		450.00				
							450.00			
						CHECK TOTAL	**450.00**			
90955	MARGARET MURDOCK	0000		INV	02/07/2024			366777	566356	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 135 626900		CITY ATTY	TRAVEL		223.78				
							223.78			
						CHECK TOTAL	**223.78**			
40691	MAULDIN & JENKINS LLC	0000		EFT	02/07/2024			366098	565714	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 115 620500		COUNCIL	AUDIT FEE		27,000.00				
							27,000.00			
						CHECK TOTAL	**27,000.00**			
5111	JOSEPH MCCORKLE	0000		INV	02/07/2024			366128	565745	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 290 622300		FIRE	TRAIN PRG		40.00				
							40.00			
						CHECK TOTAL	**40.00**			
43166	MELINDA ANN SMITH	0000		EFT	02/07/2024			366607	566211	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 411 620900		LEISURE SE	CONTRACT		50.00				
							50.00			
						CHECK TOTAL	**50.00**			

ACCOUNTS PAYABLE WARRANT REPORT

Detail Invoice List

WARRANT: 02072024 02/07/2024

CASH ACCOUNT: 001 100350 ACCOUNTS PAYABLE CLEARING

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
1054	MICRO METHODS INC	0000	240954	EFT	02/07/2024		366726	566310	

ACCOUNT DETAIL					LINE AMOUNT
1	815	620900	WATER	CONTRACT	60.00
					60.00

1054	MICRO METHODS INC	0000	240954	EFT	02/07/2024		366727	566311	

ACCOUNT DETAIL					LINE AMOUNT
1	815	620900	WATER	CONTRACT	760.00
					760.00

1054	MICRO METHODS INC	0000	240954	EFT	02/07/2024		366729	566313	

ACCOUNT DETAIL					LINE AMOUNT
1	815	620900	WATER	CONTRACT	60.00
					60.00
				CHECK TOTAL	**880.00**

21657	MISSISSIPPI SELECT HE	0000		EFT	02/07/2024		366144	565762	

ACCOUNT DETAIL					LINE AMOUNT
1	115	601300	COUNCIL	CTY BEN	24.00
2	125	601300	CITY COURT	CTY BEN	12.00
3	135	601300	CITY ATTY	CTY BEN	15.00
4	145	601300	Finance	CTY BEN	12.00
5	150	601300	INFO TECH	CTY BEN	12.00
6	213	601300	OPERATING	CTY BEN	78.00
7	290	601300	FIRE	CTY BEN	63.00
8	313	601300	PUB WORK A	CTY BEN	3.00
9	411	601300	LEISURE SE	CTY BEN	3.00
10	145	601300	Finance	CTY BEN	3.00
11	611	601300	PLAN & ZON	CTY BEN	3.00
12	811	601300	UTIL BILL	CTY BEN	6.00
					234.00
				CHECK TOTAL	**234.00**

42812	MOBILE SOLVENTS & SUP	0000	240008	EFT	02/07/2024		366695	566290	

ACCOUNT DETAIL					LINE AMOUNT
1	815	616400	WATER	WATERWELL	7,897.50
					7,897.50
				CHECK TOTAL	**7,897.50**

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VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
39295	GEORGE R MOONEY	0000	241125	INV	02/07/2024		366779	566358	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 325 626900		ENGINEER	TRAVEL		58.00			
						58.00			
						CHECK TOTAL	**58.00**		
1672	ANDREA MORGAN	0000		INV	02/07/2024		365564	565348	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 411 620900		LEISURE SE	CONTRACT		140.00			
						140.00			
1672	ANDREA MORGAN	0000		INV	02/07/2024		366506	566155	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 411 620900		LEISURE SE	CONTRACT		780.00			
						780.00			
						CHECK TOTAL	**920.00**		
15563	MORRIS NETWORK OF MS	0000		INV	02/07/2024		366314	565948	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 447 626100		HRB LGT EX	ADVERTSNG		6,360.00			
						6,360.00			
						CHECK TOTAL	**6,360.00**		
11022	MS COAST TRANSPORTATI	0000	240326	EFT	02/07/2024		366084	565699	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 115 627700		COUNCIL	CONTRIBUTE		104,500.00			
						104,500.00			
11022	MS COAST TRANSPORTATI	0000		EFT	02/07/2024		366296	565930	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 447 620900		HRB LGT EX	CONTRACT		65,000.00			
						65,000.00			
						CHECK TOTAL	**169,500.00**		
1254	MS MUNICIPAL CLERKS &	0000		INV	02/07/2024		366223	565846	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 115 621900		COUNCIL	MEMBER DUE		115.00			
						115.00			

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VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
1254	MS MUNICIPAL CLERKS &	0000		INV	02/07/2024		366229	565852	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 143 621900		CAO Office	MEMBER DUE		110.00			
						110.00			
						CHECK TOTAL	**225.00**		
378	MS POWER COMPANY	0000		INV	02/07/2024		367573	567379	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 213 626002		OPERATING	ELECTRIC		16,752.33			
						16,752.33			
378	MS POWER COMPANY	0000		INV	02/07/2024		367574	567380	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 125 626002		CITY COURT	ELECTRIC		5,584.11			
						5,584.11			
378	MS POWER COMPANY	0000		INV	02/07/2024		367575	567381	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 325 625100		ENGINEER	STREET LHT		605.45			
						605.45			
378	MS POWER COMPANY	0000		INV	02/07/2024		367576	567382	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 325 625100		ENGINEER	STREET LHT		111.98			
						111.98			
378	MS POWER COMPANY	0000		INV	02/07/2024		367577	567383	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 411 626002		LEISURE SE	ELECTRIC		257.65			
						257.65			
378	MS POWER COMPANY	0000		INV	02/07/2024		367578	567384	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 411 626002		LEISURE SE	ELECTRIC		340.37			
						340.37			
378	MS POWER COMPANY	0000		INV	02/07/2024		367579	567385	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 290 626002		FIRE	ELECTRIC		1,603.62			
						1,603.62			
378	MS POWER COMPANY	0000		INV	02/07/2024		367580	567386	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 825 626002		SEWER	ELECTRIC		104.22			
						104.22			

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VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
378	MS POWER COMPANY	0000		INV	02/07/2024		367581	567387	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 325 625100		ENGINEER	STREET LHT		59.54			
						59.54			
378	MS POWER COMPANY	0000		INV	02/07/2024		367582	567388	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 411 626002		LEISURE SE	ELECTRIC		53.95			
						53.95			
378	MS POWER COMPANY	0000		INV	02/07/2024		367583	567389	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 145 626002		Finance	ELECTRIC		81.00			
						81.00			
378	MS POWER COMPANY	0000		INV	02/07/2024		367584	567390	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 325 625100		ENGINEER	STREET LHT		67.04			
						67.04			
378	MS POWER COMPANY	0000		INV	02/07/2024		367585	567391	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 325 625100		ENGINEER	STREET LHT		139.58			
						139.58			
378	MS POWER COMPANY	0000		INV	02/07/2024		367586	567392	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 145 626002		Finance	ELECTRIC		1,165.00			
						1,165.00			
378	MS POWER COMPANY	0000		INV	02/07/2024		367587	567393	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 825 626002		SEWER	ELECTRIC		60.60			
						60.60			
378	MS POWER COMPANY	0000		INV	02/07/2024		367588	567394	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 325 625100		ENGINEER	STREET LHT		233.17			
						233.17			
378	MS POWER COMPANY	0000		INV	02/07/2024		367589	567395	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 325 625100		ENGINEER	STREET LHT		22.41			
						22.41			

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Detail Invoice List

WARRANT: 02072024 02/07/2024

CASH ACCOUNT: 001 100350 ACCOUNTS PAYABLE CLEARING

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
378	MS POWER COMPANY	0000		INV	02/07/2024		367590	567396	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 825 626002		SEWER	ELECTRIC		60.92			
						60.92			
378	MS POWER COMPANY	0000		INV	02/07/2024		367591	567397	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 815 626002		WATER	ELECTRIC		11,811.47			
						11,811.47			
378	MS POWER COMPANY	0000		INV	02/07/2024		367592	567398	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 815 626002		WATER	ELECTRIC		8,479.85			
						8,479.85			
378	MS POWER COMPANY	0000		INV	02/07/2024		367593	567399	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 213 626002		OPERATING	ELECTRIC		2,224.51			
						2,224.51			
378	MS POWER COMPANY	0000		INV	02/07/2024		367594	567400	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 325 625100		ENGINEER	STREET LHT		101,152.36			
						101,152.36			
378	MS POWER COMPANY	0000		INV	02/07/2024		367595	567401	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 290 626002		FIRE	ELECTRIC		1,184.34			
						1,184.34			
378	MS POWER COMPANY	0000		INV	02/07/2024		367596	567402	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 411 626002		LEISURE SE	ELECTRIC		24.10			
						24.10			
378	MS POWER COMPANY	0000		INV	02/07/2024		367597	567403	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 145 626002		Finance	ELECTRIC		1,132.55			
						1,132.55			
378	MS POWER COMPANY	0000		INV	02/07/2024		367598	567404	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 325 625100		ENGINEER	STREET LHT		7,608.97			
						7,608.97			

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Detail Invoice List

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CASH ACCOUNT: 001 100350 ACCOUNTS PAYABLE CLEARING

VENDOR		REMIT	PO	TYPE	DUE DATE		AMOUNT	DOCUMENT	VOUCHER	CHECK
378	MS POWER COMPANY	0000		INV	02/07/2024			367599	567405	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 325 625100		ENGINEER	STREET LHT		7,736.36				
							7,736.36			
378	MS POWER COMPANY	0000		INV	02/07/2024			367600	567406	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 825 626002		SEWER	ELECTRIC		7,444.66				
							7,444.66			
378	MS POWER COMPANY	0000		INV	02/07/2024			367601	567407	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 825 626002		SEWER	ELECTRIC		7,010.54				
							7,010.54			
378	MS POWER COMPANY	0000		INV	02/07/2024			367602	567408	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 411 626002		LEISURE SE	ELECTRIC		2,475.81				
							2,475.81			
378	MS POWER COMPANY	0000		INV	02/07/2024			367603	567409	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 411 626002		LEISURE SE	ELECTRIC		4,154.87				
							4,154.87			
378	MS POWER COMPANY	0000		INV	02/07/2024			367604	567410	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 145 626002		Finance	ELECTRIC		2,732.90				
							2,732.90			
						CHECK TOTAL	**192,476.23**			
18616	MUNICIPAL EMERGENCY S	0000	241039	EFT	02/07/2024			366118	565735	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 290 612200		FIRE	REP&MAINT		3,240.70				
							3,240.70			
						CHECK TOTAL	**3,240.70**			
43077	MURRAYS NURSERY LLC	0000	240896	INV	02/07/2024			366393	566035	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 411 610600		LEISURE SE	LANDSCAPE		2,345.00				
							2,345.00			
						CHECK TOTAL	**2,345.00**			

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VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
42614	NAVAL SURFACE WARFARE	0000	240994	EFT	02/07/2024		366034	565649	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 213 620900		OPERATING CONTRACT			4,800.00			
						4,800.00			
						CHECK TOTAL	**4,800.00**		
307	NECAISE LOCKSMITH SER	0000	240707	EFT	02/07/2024		365650	565438	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 415 624601		BLDG MAINT REPAIRS			1,695.00			
						1,695.00			
307	NECAISE LOCKSMITH SER	0000	240106	EFT	02/07/2024		365682	565471	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 213 611000		OPERATING BLG MAT			122.89			
	2 213 611300		OPERATING MOTR VEH			122.89			
						245.78			
307	NECAISE LOCKSMITH SER	0000	240045	EFT	02/07/2024		365766	565513	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 415 611000		BLDG MAINT BLG MAT			15.00			
						15.00			
307	NECAISE LOCKSMITH SER	0000	240045	EFT	02/07/2024		366107	565723	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 415 611000		BLDG MAINT BLG MAT			454.80			
						454.80			
307	NECAISE LOCKSMITH SER	0000	240184	EFT	02/07/2024		366329	565963	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 445 610700		J T JONES OPER SUPL			15.00			
						15.00			
307	NECAISE LOCKSMITH SER	0000	240032	EFT	02/07/2024		366724	566306	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 311 610700		STS & DRAI OPER SUPL			14.75			
						14.75			
307	NECAISE LOCKSMITH SER	0000	240032	EFT	02/07/2024		366725	566309	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 311 610700		STS & DRAI OPER SUPL			8.00			
						8.00			
						CHECK TOTAL	**2,448.33**		

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VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
323	NORTH ALABAMA FIRE EQ	0000	240912	INV	02/07/2024		365801	565525	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 290 610700		FIRE	OPER SUPL		410.55			
						410.55			
						CHECK TOTAL	**410.55**		
389	OREILLY AUTO PARTS	0001	240012	EFT	02/07/2024		365647	565435	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 290 611300		FIRE	MOTR VEH		13.99			
						13.99			
389	OREILLY AUTO PARTS	0001	240770	EFT	02/07/2024		366072	565687	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 213 611300		OPERATING	MOTR VEH		25.16			
						25.16			
389	OREILLY AUTO PARTS	0001	240770	EFT	02/07/2024		366073	565688	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 213 611300		OPERATING	MOTR VEH		67.96			
						67.96			
389	OREILLY AUTO PARTS	0001	240770	EFT	02/07/2024		366074	565689	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 213 611300		OPERATING	MOTR VEH		69.88			
						69.88			
389	OREILLY AUTO PARTS	0001	240770	EFT	02/07/2024		366075	565690	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 213 611300		OPERATING	MOTR VEH		76.18			
						76.18			
389	OREILLY AUTO PARTS	0001	240012	EFT	02/07/2024		366076	565691	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 290 611300		FIRE	MOTR VEH		55.97			
						55.97			
389	OREILLY AUTO PARTS	0001	240770	EFT	02/07/2024		366077	565692	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 213 611300		OPERATING	MOTR VEH		29.98			
						29.98			
389	OREILLY AUTO PARTS	0001	240770	EFT	02/07/2024		366169	565787	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 213 611300		OPERATING	MOTR VEH		142.65			
						142.65			

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VENDOR		REMIT	PO	TYPE	DUE DATE		AMOUNT	DOCUMENT	VOUCHER	CHECK
389	OREILLY AUTO PARTS	0001	240770	EFT	02/07/2024			366170	565788	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 213 611300		OPERATING MOTR VEH			58.80				
							58.80			
389	OREILLY AUTO PARTS	0001	240770	EFT	02/07/2024			366171	565789	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 213 611300		OPERATING MOTR VEH			71.88				
							71.88			
389	OREILLY AUTO PARTS	0001	240770	EFT	02/07/2024			366172	565790	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 213 611300		OPERATING MOTR VEH			111.14				
							111.14			
						CHECK TOTAL	**723.59**			
1384	OFFICE FURNITURE SOLU	0000	240983	EFT	02/07/2024			366419	566061	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 313 610700		PUB WORK AOPER SUPL			496.69				
	2 325 610700		ENGINEER OPER SUPL			496.69				
							993.38			
						CHECK TOTAL	**993.38**			
31143	NICHOLAS OLDS	0000	240861	EFT	02/07/2024			366124	565741	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 213 626900		OPERATING TRAVEL			1,920.00				
							1,920.00			
						CHECK TOTAL	**1,920.00**			
9995	BELUAH PALACE	0000		INV	11/08/2023			360178	560338	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 010 505800 41139		GENRL FUNDRENTS			415.00				
							415.00			
						CHECK TOTAL	**415.00**			
9995	CARRIE SIMMONS	0000		INV	02/07/2024			366139	565757	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 010 505800 41143		GENRL FUNDRENTS			100.00				
							100.00			
						CHECK TOTAL	**100.00**			

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9995	CHAMPAIGNE ROSEMOND	0000		INV	02/07/2024		365657	565445	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 010 505800 41142		GENRL FUNDRENTS			100.00			
						100.00			
						CHECK TOTAL	**100.00**		
9995	CHARLES JENKINS	0000		INV	02/07/2024		366136	565754	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 010 505800 41143		GENRL FUNDRENTS			100.00			
						100.00			
						CHECK TOTAL	**100.00**		
9995	ERICA KENNEDY	0000		INV	02/07/2024		366138	565756	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 010 505800 41143		GENRL FUNDRENTS			175.00			
						175.00			
						CHECK TOTAL	**175.00**		
9995	FIRST MISSIONARY BAPT	0000		INV	02/07/2024		366684	566279	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 010 505800 41139		GENRL FUNDRENTS			200.00			
						200.00			
						CHECK TOTAL	**200.00**		
9995	JESSICA WOOD	0000		INV	02/07/2024		366617	566223	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 010 505800 41143		GENRL FUNDRENTS			100.00			
						100.00			
						CHECK TOTAL	**100.00**		
9995	JUDITH A LANCASTER	0000		INV	02/07/2024		365660	565448	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 010 505800 41142		GENRL FUNDRENTS			100.00			
						100.00			
						CHECK TOTAL	**100.00**		

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VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
9995	LILLIAN SCALES	0000		INV	02/07/2024		366134	565752	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 010 505800 41142		GENRL FUNDRENTS			100.00			
						100.00			
						CHECK TOTAL **100.00**			
9995	LORI GIVENS	0000		INV	02/07/2024		366619	566225	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 010 505800 41130		GENRL FUNDRENTS			100.00			
						100.00			
						CHECK TOTAL **100.00**			
9995	NAKISHA HENDERSDON	0000		INV	02/07/2024		366618	566224	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 010 505800 41143		GENRL FUNDRENTS			175.00			
						175.00			
						CHECK TOTAL **175.00**			
9995	TERRI TYLER	0000		INV	02/07/2024		366131	565749	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 010 505800 41143		GENRL FUNDRENTS			175.00			
						175.00			
						CHECK TOTAL **175.00**			
9990	ANDREW STRAYHAM / STR	0000		INV	02/07/2024		366316	565950	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 010 421300		GENRL FUNDPERM-PLMB			30.00			
						30.00			
						CHECK TOTAL **30.00**			
9990	WILLIAM SUMMERALL/ SU	0000		INV	02/07/2024		366301	565935	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 010 421300		GENRL FUNDPERM-PLMB			140.00			
						140.00			
						CHECK TOTAL **140.00**			

ACCOUNTS PAYABLE WARRANT REPORT

Detail Invoice List

WARRANT: 02072024 02/07/2024

CASH ACCOUNT: 001 100350 ACCOUNTS PAYABLE CLEARING

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
3791	PACER SERVICE CENTER	3791		EFT	02/07/2024		366693	566287	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 135 621900		CITY ATTY	MEMBER DUE		64.90			
						64.90			
3791	PACER SERVICE CENTER	3791		EFT	02/07/2024		366723	566308	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 135 621900		CITY ATTY	MEMBER DUE		31.20			
						31.20			
						CHECK TOTAL	**96.10**		
42910	LAUREN FENNEL	0000	240909	INV	02/07/2024		366401	566043	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 415 612500		BLDG MAINT	UNIFORMS		71.00			
						71.00			
						CHECK TOTAL	**71.00**		
22287	PARTS AND SUPPLY INC	0000	240751	EFT	02/07/2024		366078	565693	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 213 611300		OPERATING	MOTR VEH		357.83			
						357.83			
22287	PARTS AND SUPPLY INC	0000	240751	EFT	02/07/2024		366079	565694	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 213 611300		OPERATING	MOTR VEH		192.68			
						192.68			
22287	PARTS AND SUPPLY INC	0000	240751	EFT	02/07/2024		366177	565795	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 213 611300		OPERATING	MOTR VEH		205.76			
						205.76			
22287	PARTS AND SUPPLY INC	0000	240751	EFT	02/07/2024		366178	565796	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 213 611300		OPERATING	MOTR VEH		852.16			
						852.16			
22287	PARTS AND SUPPLY INC	0000	240751	EFT	02/07/2024		366179	565797	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 213 611300		OPERATING	MOTR VEH		131.14			
						131.14			

ACCOUNTS PAYABLE WARRANT REPORT

Detail Invoice List

WARRANT: 02072024 02/07/2024

CASH ACCOUNT: 001 100350 ACCOUNTS PAYABLE CLEARING

VENDOR		REMIT	PO	TYPE	DUE DATE		AMOUNT	DOCUMENT	VOUCHER	CHECK
22287	PARTS AND SUPPLY INC	0000	240751	EFT	02/07/2024			366180	565798	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 213 611300		OPERATING MOTR VEH			29.82				
							29.82			
						CHECK TOTAL	**1,769.39**			
42247	PAYMENTUS CORPORATION	0000		EFT	02/07/2024			366821	566402	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 811 620900		UTIL BILL CONTRACT			297.00				
							297.00			
						CHECK TOTAL	**297.00**			
29983	PENICK FOREST PRODUCT	0000	241064	EFT	02/07/2024			366367	566005	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 411 610600		LEISURE SE LANDSCAPE			3,238.50				
							3,238.50			
						CHECK TOTAL	**3,238.50**			
377	PERFORMANCE TIRE & WH	0001	240612	EFT	02/07/2024			366080	565695	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 213 611300		OPERATING MOTR VEH			90.99				
							90.99			
377	PERFORMANCE TIRE & WH	0001	240612	EFT	02/07/2024			366181	565799	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 213 611300		OPERATING MOTR VEH			228.00				
							228.00			
						CHECK TOTAL	**318.99**			
397	PINES HILLS NURSERY &	0000	240309	INV	02/07/2024			366370	566008	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 411 610600		LEISURE SE LANDSCAPE			4,900.00				
							4,900.00			
						CHECK TOTAL	**4,900.00**			
398	PITNEY BOWES INC	0000		INV	02/07/2024			366550	566141	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 125 610700		CITY COURT OPER SUPL			121.58				
							121.58			

ACCOUNTS PAYABLE WARRANT REPORT

Detail Invoice List

WARRANT: 02072024 02/07/2024

CASH ACCOUNT: 001 100350 ACCOUNTS PAYABLE CLEARING

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
398	PITNEY BOWES INC	0000		INV	02/07/2024		366560	566187	

ACCOUNT DETAIL					LINE AMOUNT
1	290	625700	FIRE	POSTAGE	240.45

240.45

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
398	PITNEY BOWES INC	0000		INV	02/07/2024		366561	566188	

ACCOUNT DETAIL					LINE AMOUNT
1	145	625700	Finance	POSTAGE	240.45

240.45

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
398	PITNEY BOWES INC	0000		INV	02/07/2024		366562	566189	

ACCOUNT DETAIL					LINE AMOUNT
1	811	625700	UTIL BILL	POSTAGE	240.45

240.45

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
398	PITNEY BOWES INC	0000		INV	02/07/2024		366563	566190	

ACCOUNT DETAIL					LINE AMOUNT
1	611	625700	PLAN & ZON	POSTAGE	240.45

240.45

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
398	PITNEY BOWES INC	0000		INV	02/07/2024		366564	566191	

ACCOUNT DETAIL					LINE AMOUNT
1	155	625700	HR	POSTAGE	240.45

240.45

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
398	PITNEY BOWES INC	0000		INV	02/07/2024		366565	566192	

ACCOUNT DETAIL					LINE AMOUNT
1	411	625700	LEISURE SE	POSTAGE	240.45

240.45

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
398	PITNEY BOWES INC	0000		INV	02/07/2024		366566	566193	

ACCOUNT DETAIL					LINE AMOUNT
1	213	625700	OPERATING	POSTAGE	240.45

240.45

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
398	PITNEY BOWES INC	0000		INV	02/07/2024		366567	566194	

ACCOUNT DETAIL					LINE AMOUNT
1	125	625700	CITY COURT	POSTAGE	240.45

240.45

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
398	PITNEY BOWES INC	0000		INV	02/07/2024		366568	566195	

ACCOUNT DETAIL					LINE AMOUNT
1	815	625700	WATER	POSTAGE	240.45

240.45

ACCOUNTS PAYABLE WARRANT REPORT

Detail Invoice List

WARRANT: 02072024 02/07/2024

CASH ACCOUNT: 001 100350 ACCOUNTS PAYABLE CLEARING

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
398	PITNEY BOWES INC	0000		INV	02/07/2024		366569	566196	

ACCOUNT DETAIL						LINE AMOUNT
1	143	625700		CAO Office	POSTAGE	240.45
						240.45
					CHECK TOTAL	**2,526.08**

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
40979	UNITED STATES PLASTIC	0000	240387	INV	02/07/2024		366333	565968	

ACCOUNT DETAIL						LINE AMOUNT
1	445	610700		J T JONES	OPER SUPL	579.50
						579.50
					CHECK TOTAL	**579.50**

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
42757	PRO-SOURCE LLC	0000	240604	INV	02/07/2024		366165	565781	

ACCOUNT DETAIL						LINE AMOUNT
1	411	620900		LEISURE SE	CONTRACT	2,273.88
						2,273.88
					CHECK TOTAL	**2,273.88**

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
39977	PUBLIC SAFETY ACADEMI	0000	241041	INV	02/07/2024		366121	565738	

ACCOUNT DETAIL						LINE AMOUNT
1	213	622300		OPERATING	TRAIN PRG	600.00
						600.00
					CHECK TOTAL	**600.00**

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
18121	QUALITY LOGO PRODUCTS	0000	240902	EFT	02/07/2024		366276	565908	

ACCOUNT DETAIL						LINE AMOUNT
1	148	627800	24008	Events	EVENT	914.00
						914.00

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
18121	QUALITY LOGO PRODUCTS	0000	240998	EFT	02/07/2024		366279	565912	

ACCOUNT DETAIL						LINE AMOUNT
1	148	627800	24005	Events	EVENT	3,359.26
						3,359.26
					CHECK TOTAL	**4,273.26**

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
42326	RASHIDA BELL	0000		INV	02/07/2024		366023	565638	

ACCOUNT DETAIL						LINE AMOUNT
1	143	626900		CAO Office	TRAVEL	46.00
						46.00

ACCOUNTS PAYABLE WARRANT REPORT

Detail Invoice List

WARRANT: 02072024 02/07/2024

CASH ACCOUNT: 001 100350 ACCOUNTS PAYABLE CLEARING

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
42326	RASHIDA BELL	0000		INV	02/07/2024		366025	565640	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 143 626900		CAO Office	TRAVEL		215.07			
						215.07			
						CHECK TOTAL	**261.07**		
43158	REED DWANE	0000		EFT	02/07/2024		366508	566157	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 411 620900		LEISURE SE	CONTRACT		650.00			
						650.00			
						CHECK TOTAL	**650.00**		
850	ROCKING C TRUCK AND T	0000	241012	EFT	02/07/2024		366085	565700	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 290 611300		FIRE	MOTR VEH		5,000.00			
						5,000.00			
850	ROCKING C TRUCK AND T	0000	241012	EFT	02/07/2024		366086	565701	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 290 611300		FIRE	MOTR VEH		4,515.24			
						4,515.24			
850	ROCKING C TRUCK AND T	0000	241012	EFT	02/07/2024		366087	565702	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 290 611300		FIRE	MOTR VEH		4,020.02			
						4,020.02			
						CHECK TOTAL	**13,535.26**		
42444	RUSSOM'S GULF COAST	0000	240142	EFT	02/07/2024		366337	565972	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 213 611300		OPERATING	MOTR VEH		492.80			
						492.80			
						CHECK TOTAL	**492.80**		
25565	SCRIBBLE SOFTWARE, IN	0000		INV	02/07/2024		366331	565966	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 445 610700		J T JONES	OPER SUPL		240.00			
						240.00			
						CHECK TOTAL	**240.00**		

ACCOUNTS PAYABLE WARRANT REPORT

Detail Invoice List

WARRANT: 02072024 02/07/2024

CASH ACCOUNT: 001 100350 ACCOUNTS PAYABLE CLEARING

VENDOR		REMIT	PO	TYPE	DUE DATE		AMOUNT	DOCUMENT	VOUCHER	CHECK
4683	GABRIEL MAKONNEN SHAB	0000		EFT	02/07/2024			365558	565342	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 411 620900		LEISURE SE	CONTRACT		100.00				
							100.00			
4683	GABRIEL MAKONNEN SHAB	0000		EFT	02/07/2024			366551	566177	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 411 620900		LEISURE SE	CONTRACT		325.00				
							325.00			
						CHECK TOTAL	**425.00**			
42012	SHEKIBA BROWN	0000		EFT	02/07/2024			366609	566213	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 411 620900		LEISURE SE	CONTRACT		150.00				
							150.00			
						CHECK TOTAL	**150.00**			
22652	SHEPPARD ELECTRIC MOT	0000		INV	02/07/2024			365550	565334	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 825 615800		SEWER	LFT STATN		5,770.02				
							5,770.02			
						CHECK TOTAL	**5,770.02**			
860	THE SHERWIN WILLIAMS	0000	240591	EFT	02/07/2024			366470	566113	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 415 624601		BLDG MAINT	REPAIRS		139.61				
							139.61			
						CHECK TOTAL	**139.61**			
43099	SIDDONS MARTIN EMERGE	0000	240530	INV	02/07/2024			366129	565747	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 290 612500		FIRE	UNIFORMS		4,040.00				
							4,040.00			
43099	SIDDONS MARTIN EMERGE	0000	240496	INV	02/07/2024			366130	565748	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 290 612500		FIRE	UNIFORMS		80,800.00				
							80,800.00			
						CHECK TOTAL	**84,840.00**			

ACCOUNTS PAYABLE WARRANT REPORT

Detail Invoice List

WARRANT: 02072024 02/07/2024

CASH ACCOUNT: 001 100350 ACCOUNTS PAYABLE CLEARING

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
42266	SIJ HOLDINGS, LLC	0000	240213	EFT	02/07/2024		366240	565866	

ACCOUNT DETAIL					LINE AMOUNT
1	611	626100	PLAN & ZON	ADVERTSNG	69.40

69.40

42266	SIJ HOLDINGS, LLC	0000	240924	EFT	02/07/2024		366250	565881	

ACCOUNT DETAIL					LINE AMOUNT
1	115	626100	COUNCIL	ADVERTSNG	41.65

41.65

42266	SIJ HOLDINGS, LLC	0000	240924	EFT	02/07/2024		366261	565892	

ACCOUNT DETAIL					LINE AMOUNT
1	115	626100	COUNCIL	ADVERTSNG	41.50

41.50

42266	SIJ HOLDINGS, LLC	0000	240924	EFT	02/07/2024		366282	565915	

ACCOUNT DETAIL					LINE AMOUNT
1	115	626100	COUNCIL	ADVERTSNG	40.15

40.15

42266	SIJ HOLDINGS, LLC	0000	240924	EFT	02/07/2024		366283	565916	

ACCOUNT DETAIL					LINE AMOUNT
1	115	626100	COUNCIL	ADVERTSNG	40.00

40.00

42266	SIJ HOLDINGS, LLC	0000	240924	EFT	02/07/2024		366286	565918	

ACCOUNT DETAIL					LINE AMOUNT
1	115	626100	COUNCIL	ADVERTSNG	38.50

38.50

42266	SIJ HOLDINGS, LLC	0000	240924	EFT	02/07/2024		366287	565919	

ACCOUNT DETAIL					LINE AMOUNT
1	115	626100	COUNCIL	ADVERTSNG	38.35

38.35

42266	SIJ HOLDINGS, LLC	0000	240924	EFT	02/07/2024		366289	565921	

ACCOUNT DETAIL					LINE AMOUNT
1	115	626100	COUNCIL	ADVERTSNG	41.35

41.35

42266	SIJ HOLDINGS, LLC	0000	240007	EFT	02/07/2024		366363	566000	

ACCOUNT DETAIL					LINE AMOUNT
1	145	626100	Finance	ADVERTSNG	131.12

131.12

ACCOUNTS PAYABLE WARRANT REPORT

Detail Invoice List

WARRANT: 02072024 02/07/2024

CASH ACCOUNT: 001 100350 ACCOUNTS PAYABLE CLEARING

VENDOR		REMIT	PO	TYPE	DUE DATE		AMOUNT	DOCUMENT	VOUCHER	CHECK
42266	SIJ HOLDINGS, LLC	0000	240213	EFT	02/07/2024			366612	566217	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 611 626100		PLAN & ZON ADVERTSNG			70.45				
							70.45			
						CHECK TOTAL	**552.47**			
42011	COAST PROCESS SERVERS	0000		INV	02/07/2024			366733	566318	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 135 621300		CITY ATTY	LEGAL FEES		240.00				
							240.00			
42011	COAST PROCESS SERVERS	0000		INV	02/07/2024			366775	566354	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 135 621300		CITY ATTY	LEGAL FEES		95.00				
							95.00			
						CHECK TOTAL	**335.00**			
15812	SORG PRINTING LLC	0000	240992	EFT	02/07/2024			366264	565895	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 148 627800 24010		Events	EVENT		395.00				
							395.00			
						CHECK TOTAL	**395.00**			
220	NORMA JEAN SOROE	0000	240317	EFT	02/07/2024			366226	565849	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 611 622100		PLAN & ZON PROF FEES			224.53				
							224.53			
						CHECK TOTAL	**224.53**			
553	SOUTH MS BUSINESS MAC	0000		EFT	02/07/2024			366027	565642	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 611 610400		PLAN & ZON OFF SUPPLS			541.89				
							541.89			
553	SOUTH MS BUSINESS MAC	0000		EFT	02/07/2024			366557	566183	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 611 621700		PLAN & ZON MAINT CONT			475.00				
							475.00			
						CHECK TOTAL	**1,016.89**			

ACCOUNTS PAYABLE WARRANT REPORT

Detail Invoice List

WARRANT: 02072024 02/07/2024

CASH ACCOUNT: 001 100350 ACCOUNTS PAYABLE CLEARING

VENDOR		REMIT	PO	TYPE	DUE DATE		AMOUNT	DOCUMENT	VOUCHER	CHECK
40705	SOUTHERN EXTERIORS FE	0000	240336	EFT	02/07/2024			366778	566357	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 825 620900		SEWER	CONTRACT		11,358.70				
							11,358.70			
						CHECK TOTAL	**11,358.70**			
39246	SOUTHERN FIRE SPRINKL	0000	232948	EFT	02/07/2024			366722	566307	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 411 612200		LEISURE SE	REP&MAINT		1,310.00				
							1,310.00			
39246	SOUTHERN FIRE SPRINKL	0000		EFT	02/07/2024			366809	566390	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 315 620900		TRAFFIC	CONTRACT		480.00				
							480.00			
						CHECK TOTAL	**1,790.00**			
611	SOUTHERN PIPE & SUPPL	0000	240044	EFT	02/07/2024			366361	565998	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 415 611000		BLDG MAINT	BLG MAT		12.12				
							12.12			
611	SOUTHERN PIPE & SUPPL	0000	240044	EFT	02/07/2024			366362	565999	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 415 611000		BLDG MAINT	BLG MAT		8.97				
							8.97			
611	SOUTHERN PIPE & SUPPL	0000	240629	EFT	02/07/2024			366412	566054	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 815 616700		WATER	WATERLINE		5,916.80				
							5,916.80			
611	SOUTHERN PIPE & SUPPL	0000	240734	EFT	02/07/2024			366414	566056	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 825 616100		SEWER	SEWER-SUPP		2,830.00				
							2,830.00			
611	SOUTHERN PIPE & SUPPL	0000	240982	EFT	02/07/2024			366415	566057	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 815 617000		WATER	METERS		6,200.00				
							6,200.00			

ACCOUNTS PAYABLE WARRANT REPORT

Detail Invoice List

WARRANT: 02072024 02/07/2024

CASH ACCOUNT: 001 100350 ACCOUNTS PAYABLE CLEARING

VENDOR		REMIT	PO	TYPE	DUE DATE		AMOUNT	DOCUMENT	VOUCHER	CHECK
611	SOUTHERN PIPE & SUPPL	0000	232536	EFT	02/07/2024			366416	566058	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 815 616700		WATER	WATERLINE		3,597.00				
							3,597.00			
611	SOUTHERN PIPE & SUPPL	0000	240916	EFT	02/07/2024			366417	566059	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 815 617000		WATER	METERS		60,480.00				
							60,480.00			
611	SOUTHERN PIPE & SUPPL	0000	240918	EFT	02/07/2024			366418	566060	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 815 616700		WATER	WATERLINE		610.00				
							610.00			
						CHECK TOTAL	**79,654.89**			
17329	SOUTHERN WATERWORKS S	0000	240697	INV	02/07/2024			366447	566090	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 815 616700		WATER	WATERLINE		1,376.10				
							1,376.10			
17329	SOUTHERN WATERWORKS S	0000	240825	INV	02/07/2024			366448	566091	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 815 616700		WATER	WATERLINE		660.00				
							660.00			
						CHECK TOTAL	**2,036.10**			
383	STATE FIRE ACADEMY	0000	240404	INV	02/07/2024			366094	565710	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 290 622300		FIRE	TRAIN PRG		1,964.00				
							1,964.00			
						CHECK TOTAL	**1,964.00**			
1103	STATE OF MISSISSIPPI	0000		INV	02/07/2024			366097	565713	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 213 627900		OPERATING	MISC		375.00				
							375.00			
						CHECK TOTAL	**375.00**			

ACCOUNTS PAYABLE WARRANT REPORT

Detail Invoice List

WARRANT: 02072024 02/07/2024

CASH ACCOUNT: 001 100350 ACCOUNTS PAYABLE CLEARING

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
41390	STRYKER SALES CORPORA	0000		INV	02/07/2024		366119	565736	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 290 610700		FIRE	OPER SUPL		244.05			
						244.05			
						CHECK TOTAL	**244.05**		
23563	SUN COAST BUSINESS SU	0000		EFT	02/07/2024		365200	564949	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 411 610100		LEISURE SE	JANITORIAL		1,467.00			
						1,467.00			
23563	SUN COAST BUSINESS SU	0000		EFT	02/07/2024		365205	564975	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 411 610100		LEISURE SE	JANITORIAL		89.98			
						89.98			
23563	SUN COAST BUSINESS SU	0000	241034	EFT	02/07/2024		366204	565825	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 213 610400		OPERATING	OFF SUPPLS		575.23			
						575.23			
23563	SUN COAST BUSINESS SU	0000	240972	EFT	02/07/2024		366237	565861	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 155 610400		HR	OFF SUPPLS		39.52			
						39.52			
23563	SUN COAST BUSINESS SU	0000	241079	EFT	02/07/2024		366324	565958	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 611 610400		PLAN & ZON	OFF SUPPLS		3.00			
						3.00			
23563	SUN COAST BUSINESS SU	0000	241090	EFT	02/07/2024		366411	566053	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 411 610100		LEISURE SE	JANITORIAL		72.53			
	2 411 610400		LEISURE SE	OFF SUPPLS		948.96			
						1,021.49			
23563	SUN COAST BUSINESS SU	0000	240926	EFT	02/07/2024		366427	566069	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 411 610100		LEISURE SE	JANITORIAL		463.66			
						463.66			
						CHECK TOTAL	**3,659.88**		

ACCOUNTS PAYABLE WARRANT REPORT

Detail Invoice List

WARRANT: 02072024 02/07/2024

CASH ACCOUNT: 001 100350 ACCOUNTS PAYABLE CLEARING

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
31544	SUN SOUTH LLC	0001	240133	EFT	02/07/2024		366081	565696	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 213 611300		OPERATING	MOTR VEH		172.86			
						172.86			
31544	SUN SOUTH LLC	0001	240133	EFT	02/07/2024		366182	565800	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 213 611300		OPERATING	MOTR VEH		263.94			
						263.94			
						CHECK TOTAL	**436.80**		
610	SUNBELT FIRE INC	0000	240225	EFT	02/07/2024		366211	565833	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 290 610700		FIRE	OPER SUPL		441.06			
						441.06			
610	SUNBELT FIRE INC	0000	240989	EFT	02/07/2024		366213	565835	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 290 611300		FIRE	MOTR VEH		701.71			
						701.71			
610	SUNBELT FIRE INC	0000	240225	EFT	02/07/2024		366394	566037	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 290 610700		FIRE	OPER SUPL		465.00			
						465.00			
						CHECK TOTAL	**1,607.77**		
29827	SWANK MOTION PICTURES	0000	241070	INV	02/07/2024		366291	565923	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 148 627800 24003		Events	EVENT		3,775.00			
						3,775.00			
						CHECK TOTAL	**3,775.00**		
18084	SWETMAN SECURITY SERV	0000	240201	EFT	02/07/2024		366274	565906	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 447 620900		HRB LGT EX	CONTRACT		27,140.64			
						27,140.64			
18084	SWETMAN SECURITY SERV	0000		EFT	02/07/2024		366297	565931	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 447 620900		HRB LGT EX	CONTRACT		550.50			
						550.50			

ACCOUNTS PAYABLE WARRANT REPORT

Detail Invoice List

WARRANT: 02072024 02/07/2024

CASH ACCOUNT: 001 100350 ACCOUNTS PAYABLE CLEARING

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
18084	SWETMAN SECURITY SERV	0000		EFT	02/07/2024		366299	565933	

	ACCOUNT DETAIL				LINE AMOUNT
1	447	620900	HRB LGT EX	CONTRACT	14,598.38
					14,598.38

18084	SWETMAN SECURITY SERV	0000		EFT	02/07/2024		366334	565969	

	ACCOUNT DETAIL				LINE AMOUNT
1	445	620900	J T JONES	CONTRACT	406.80
					406.80
				CHECK TOTAL	**42,696.32**

42634	TAYLOR MADE LAWN CARE	0000	240778	INV	02/07/2024		366396	566038	

	ACCOUNT DETAIL				LINE AMOUNT
1	411	620900	LEISURE SE	CONTRACT	503.67
					503.67
				CHECK TOTAL	**503.67**

23654	TEC OF JACKSON INC	0000		EFT	02/07/2024		366354	565990	

	ACCOUNT DETAIL				LINE AMOUNT
1	145	626001	Finance	TELEPHONE	333.61
2	290	626001	FIRE	TELEPHONE	0.12
3	213	626001	OPERATING	TELEPHONE	50.11
4	125	626001	CITY COURT	TELEPHONE	0.04
5	411	626001	LEISURE SE	TELEPHONE	2.00
6	445	626001	J T JONES	TELEPHONE	1.16
					387.04

23654	TEC OF JACKSON INC	0000		EFT	02/07/2024		366355	565991	

	ACCOUNT DETAIL				LINE AMOUNT
1	145	626001	Finance	TELEPHONE	197.45
2	213	626001	OPERATING	TELEPHONE	57.13
3	125	626001	CITY COURT	TELEPHONE	0.04
4	411	626001	LEISURE SE	TELEPHONE	2.25
5	411	626001	LEISURE SE	TELEPHONE	2.44
					259.31
				CHECK TOTAL	**646.35**

518	TEMPLE INC	0000	240845	EFT	02/07/2024		366449	566092	

	ACCOUNT DETAIL				LINE AMOUNT
1	315	615600	TRAFFIC	TRAFFIC SG	2,208.00

ACCOUNTS PAYABLE WARRANT REPORT

Detail Invoice List

WARRANT: 02072024 02/07/2024

CASH ACCOUNT: 001 100350 ACCOUNTS PAYABLE CLEARING

VENDOR		REMIT	PO	TYPE	DUE DATE		AMOUNT	DOCUMENT	VOUCHER	CHECK
							2,208.00			
						CHECK TOTAL	**2,208.00**			
39487	THE LINCOLN NATIONAL	0002		EFT	02/07/2024			366151	565766	

	ACCOUNT DETAIL				LINE AMOUNT
1	111	602500	MAYOR	LIFE INS	40.00
2	115	602500	COUNCIL	LIFE INS	66.74
3	125	602500	CITY COURT	LIFE INS	136.00
4	135	602500	CITY ATTY	LIFE INS	72.00
5	145	602500	Finance	LIFE INS	96.00
6	148	602500	Events	LIFE INS	32.00
7	150	602500	INFO TECH	LIFE INS	88.00
8	213	602500	OPERATING	LIFE INS	1,432.00
9	290	602500	FIRE	LIFE INS	1,213.37
10	313	602500	PUB WORK A	LIFE INS	48.00
11	315	602500	TRAFFIC	LIFE INS	32.00
12	325	602500	ENGINEER	LIFE INS	80.00
13	313	602500	PUB WORK A	LIFE INS	16.00
14	411	602500	LEISURE SE	LIFE INS	328.09
15	415	602500	BLDG MAINT	LIFE INS	8.00
16	146	602500	Grant Mgmt	LIFE INS	8.00
17	445	602500	J T JONES	LIFE INS	24.00
18	611	602500	PLAN & ZON	LIFE INS	184.00
19	811	602500	UTIL BILL	LIFE INS	128.00
					4,032.20

ACCOUNTS PAYABLE WARRANT REPORT

Detail Invoice List

WARRANT: 02072024 02/07/2024

CASH ACCOUNT: 001 100350 ACCOUNTS PAYABLE CLEARING

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
39487	THE LINCOLN NATIONAL	0002		EFT	02/07/2024		366769	566348	

ACCOUNT DETAIL						LINE AMOUNT
1	111	602500	MAYOR	LIFE INS		40.00
2	115	602500	COUNCIL	LIFE INS		66.74
3	125	602500	CITY COURT	LIFE INS		136.00
4	135	602500	CITY ATTY	LIFE INS		72.00
5	145	602500	Finance	LIFE INS		104.00
6	148	602500	Events	LIFE INS		32.00
7	150	602500	INFO TECH	LIFE INS		88.00
8	213	602500	OPERATING	LIFE INS		1,461.37
9	290	602500	FIRE	LIFE INS		1,229.37
10	313	602500	PUB WORK A	LIFE INS		48.00
11	315	602500	TRAFFIC	LIFE INS		32.00
12	325	602500	ENGINEER	LIFE INS		80.00
13	313	602500	PUB WORK A	LIFE INS		16.00
14	411	602500	LEISURE SE	LIFE INS		336.09
15	415	602500	BLDG MAINT	LIFE INS		8.00
16	445	602500	J T JONES	LIFE INS		24.00
17	611	602500	PLAN & ZON	LIFE INS		184.00
18	811	602500	UTIL BILL	LIFE INS		120.00
19	146	602500	Grant Mgmt	LIFE INS		8.00
						4,085.57
					CHECK TOTAL	**8,117.77**

25114	THE PRINT SHED LLC	0000	240959	EFT	02/07/2024		365644	565430	

ACCOUNT DETAIL						LINE AMOUNT
1	290	612500	FIRE	UNIFORMS		2,455.00
						2,455.00
					CHECK TOTAL	**2,455.00**

40470	CURTIS THORNTON	0000	241126	INV	02/07/2024		366780	566359	

ACCOUNT DETAIL						LINE AMOUNT
1	325	626900	ENGINEER	TRAVEL		58.00
						58.00
					CHECK TOTAL	**58.00**

ACCOUNTS PAYABLE WARRANT REPORT

Detail Invoice List

WARRANT: 02072024 02/07/2024

CASH ACCOUNT: 001 100350 ACCOUNTS PAYABLE CLEARING

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
37430	DAREN EDWARD TICHENOR	0000		EFT	02/07/2024		365614	565402	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 213 610700		OPERATING	OPER SUPL		71.68			
						71.68			
						CHECK TOTAL	**71.68**		
41972	TIMOTHY WESTBROOK	0000	240969	EFT	02/07/2024		366100	565716	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 215 625500		Code Enf	LOT ASSESS		100.00			
						100.00			
41972	TIMOTHY WESTBROOK	0000	240969	EFT	02/07/2024		366101	565717	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 215 625500		Code Enf	LOT ASSESS		100.00			
						100.00			
						CHECK TOTAL	**200.00**		
20539	BANKS & BANKS, INC.	0000	241018	EFT	02/07/2024		366246	565876	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 148 627800		Events	EVENT		427.99			
	2 447 610700		HRB LGT EX	OP SUPPLIE		292.99			
						720.98			
						CHECK TOTAL	**720.98**		
39264	TOTAL EQUIPMENT MAINT	0000	240950	EFT	02/07/2024		366392	566034	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 411 620900		LEISURE SE	CONTRACT		137.50			
						137.50			
						CHECK TOTAL	**137.50**		
549	TURAN-FOLEY CHEVROLET	0000	240114	INV	02/07/2024		366082	565697	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 213 611300		OPERATING	MOTR VEH		58.52			
						58.52			
						CHECK TOTAL	**58.52**		
20335	TURF MASTERS LAWN CAR	0000	232702	EFT	02/07/2024		366308	565942	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 411 612200		LEISURE SE	REP&MAINT		687.46			

ACCOUNTS PAYABLE WARRANT REPORT

Detail Invoice List

WARRANT: 02072024 02/07/2024

CASH ACCOUNT: 001 100350 ACCOUNTS PAYABLE CLEARING

VENDOR		REMIT	PO	TYPE	DUE DATE		AMOUNT	DOCUMENT	VOUCHER	CHECK
							687.46			
						CHECK TOTAL	**687.46**			
10126	LIONEL TURNER	0000		EFT	02/07/2024			366595	566199	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 411 620900		LEISURE SE	CONTRACT		75.00				
							75.00			
						CHECK TOTAL	**75.00**			
10316	TYLER TECHNOLOGIES, I	0001	240930	INV	02/07/2024			366238	565864	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 155 610700		HR	OPER SUPL		342.24				
							342.24			
						CHECK TOTAL	**342.24**			
40826	TYREE A DAVIS	0000		EFT	02/07/2024			366251	565882	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 447 620900		HRB LGT EX	CONTRACT		6,250.00				
							6,250.00			
40826	TYREE A DAVIS	0000		EFT	02/07/2024			366266	565897	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 148 624601		Events	REPAIRS		1,440.00				
							1,440.00			
40826	TYREE A DAVIS	0000		EFT	02/07/2024			366734	566319	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 447 620900		HRB LGT EX	CONTRACT		6,250.00				
							6,250.00			
						CHECK TOTAL	**13,940.00**			
26616	ULINE, INC.	0001	240988	EFT	02/07/2024			366272	565905	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 148 627800		Events	EVENT		445.89				
	2 148 627800 24008		Events	EVENT		51.00				
	3 148 627800 24010		Events	EVENT		51.00				
							547.89			
26616	ULINE, INC.	0001	240978	EFT	02/07/2024			366344	565979	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 213 610700		OPERATING	OPER SUPL		961.86				

ACCOUNTS PAYABLE WARRANT REPORT

Detail Invoice List

WARRANT: 02072024 02/07/2024

CASH ACCOUNT: 001 100350 ACCOUNTS PAYABLE CLEARING

VENDOR		REMIT	PO	TYPE	DUE DATE		AMOUNT	DOCUMENT	VOUCHER	CHECK
							961.86			
26616	ULINE, INC.	0001	240978	EFT	02/07/2024			366346	565981	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 213 610700		OPERATING	OPER SUPL		1,445.50				
							1,445.50			
						CHECK TOTAL	**2,955.25**			
3180	UNITED RENTALS NORTH	0001	240984	EFT	02/07/2024			366409	566051	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 825 610700		SEWER	OPER SUPL		198.00				
							198.00			
3180	UNITED RENTALS NORTH	0001	241030	EFT	02/07/2024			366822	566379	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 447 626700		HRB LGT EX	RENTAL		2,545.81				
							2,545.81			
						CHECK TOTAL	**2,743.81**			
17929	UNIVERSAL COMONE LLC	0001	241040	EFT	02/07/2024			366614	566219	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 150 621700		INFO TECH	MAINT CONT		20,795.00				
							20,795.00			
						CHECK TOTAL	**20,795.00**			
21892	HD SUPPLY INC	0000	240985	INV	02/07/2024			366437	566080	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 815 616400		WATER	WATERWELL		2,393.79				
							2,393.79			
						CHECK TOTAL	**2,393.79**			
42233	VARSITY BRANDS HOLDIN	0001	240872	EFT	02/07/2024			366275	565907	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 411 613100		LEISURE SE	ATHLETIC		470.50				
							470.50			
42233	VARSITY BRANDS HOLDIN	0001	240907	EFT	02/07/2024			366277	565909	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 411 613100		LEISURE SE	ATHLETIC		3,752.46				
							3,752.46			
						CHECK TOTAL	**4,222.96**			

ACCOUNTS PAYABLE WARRANT REPORT

Detail Invoice List

WARRANT: 02072024 02/07/2024

CASH ACCOUNT: 001 100350 ACCOUNTS PAYABLE CLEARING

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
17804	VISION SERVICE PLAN I	0001		INV	02/07/2024		366126	565743	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001 214350		POOL CASH	W/H-VISION		4,647.92			
						4,647.92			
17804	VISION SERVICE PLAN I	0001		INV	02/07/2024		366127	565744	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001 214350		POOL CASH	W/H-VISION		7.80			
						7.80			
						CHECK TOTAL	**4,655.72**		
24862	VOLKERT INC	0000	233304	INV	02/07/2024		367176	566758	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 511 630100 23038		COMM DEVEL	CAP OTLY		71,357.57			
						71,357.57			
24862	VOLKERT INC	0000	233304	INV	02/07/2024		367177	566762	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 511 630100 23038		COMM DEVEL	CAP OTLY		51,345.05			
						51,345.05			
24862	VOLKERT INC	0000	233304	INV	02/07/2024		367178	566763	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 511 630100 23038		COMM DEVEL	CAP OTLY		2,650.22			
						2,650.22			
						CHECK TOTAL	**125,352.84**		
1009	VULCAN INC	0001	240762	EFT	02/07/2024		366421	566063	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 315 615500		TRAFFIC	TRAFFIC		1,034.64			
						1,034.64			
1009	VULCAN INC	0001	240762	EFT	02/07/2024		366422	566064	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 315 615500		TRAFFIC	TRAFFIC		3,903.00			
						3,903.00			
1009	VULCAN INC	0001	240762	EFT	02/07/2024		366423	566065	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 315 615500		TRAFFIC	TRAFFIC		2,974.00			
						2,974.00			
						CHECK TOTAL	**7,911.64**		

ACCOUNTS PAYABLE WARRANT REPORT

Detail Invoice List

WARRANT: 02072024 02/07/2024

CASH ACCOUNT: 001 100350 ACCOUNTS PAYABLE CLEARING

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
1334	WALKER RENT ALL INC	0000		INV	02/07/2024		366254	565885	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 411 626700		LEISURE SE RENTAL			480.00			
						480.00			
1334	WALKER RENT ALL INC	0000		INV	02/07/2024		366303	565937	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 411 626700		LEISURE SE RENTAL			120.00			
						120.00			
1334	WALKER RENT ALL INC	0000		INV	02/07/2024		366305	565939	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 411 626700		LEISURE SE RENTAL			352.95			
						352.95			
						CHECK TOTAL	**952.95**		
609	WARING OIL COMPANY LL	0001	240895	EFT	02/07/2024		366336	565971	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 213 611300		OPERATING MOTR VEH			2,316.00			
						2,316.00			
						CHECK TOTAL	**2,316.00**		
883	WARREN PAVING INC	0000	240449	EFT	02/07/2024		366210	565832	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 367 640100 22008		MIMACAP CAP CONST			31,710.33			
						31,710.33			
883	WARREN PAVING INC	0000	240448	EFT	02/07/2024		366212	565834	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 367 640100 22008		MIMACAP CAP CONST			68,585.36			
						68,585.36			
883	WARREN PAVING INC	0000	240453	EFT	02/07/2024		366214	565836	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 367 640100 22008		MIMACAP CAP CONST			34,044.55			
						34,044.55			
883	WARREN PAVING INC	0000	240719	EFT	02/07/2024		366215	565837	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 367 640100 22011		MIMACAP CAP CONST			31,464.50			
						31,464.50			

ACCOUNTS PAYABLE WARRANT REPORT

Detail Invoice List

WARRANT: 02072024 02/07/2024

CASH ACCOUNT: 001 100350 ACCOUNTS PAYABLE CLEARING

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
883	WARREN PAVING INC	0000	240718	EFT	02/07/2024		366216	565838	

ACCOUNT DETAIL						LINE AMOUNT
1	367	640100	22011	MIMACAP	CAP CONST	35,413.60

35,413.60

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
883	WARREN PAVING INC	0000	240406	EFT	02/07/2024		366217	565839	

ACCOUNT DETAIL						LINE AMOUNT
1	367	640100	22008	MIMACAP	CAP CONST	54,061.39

54,061.39

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
883	WARREN PAVING INC	0000	240830	EFT	02/07/2024		366736	566323	

ACCOUNT DETAIL						LINE AMOUNT
1	311	613800		STS & DRAI	ASPHALT	301.95

301.95

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
883	WARREN PAVING INC	0000	240830	EFT	02/07/2024		366737	566324	

ACCOUNT DETAIL						LINE AMOUNT
1	311	613800		STS & DRAI	ASPHALT	254.50

254.50

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
883	WARREN PAVING INC	0000	240830	EFT	02/07/2024		366738	566328	

ACCOUNT DETAIL						LINE AMOUNT
1	311	613800		STS & DRAI	ASPHALT	173.40

173.40

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
883	WARREN PAVING INC	0000	240830	EFT	02/07/2024		366766	566327	

ACCOUNT DETAIL						LINE AMOUNT
1	311	613800		STS & DRAI	ASPHALT	253.63

253.63

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
883	WARREN PAVING INC	0000	240830	EFT	02/07/2024		366767	566346	

ACCOUNT DETAIL						LINE AMOUNT
1	311	613800		STS & DRAI	ASPHALT	571.97

571.97

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
883	WARREN PAVING INC	0000	240830	EFT	02/07/2024		366768	566347	

ACCOUNT DETAIL						LINE AMOUNT
1	311	613800		STS & DRAI	ASPHALT	861.84

861.84

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
883	WARREN PAVING INC	0000	240830	EFT	02/07/2024		366770	566349	

ACCOUNT DETAIL						LINE AMOUNT
1	311	613800		STS & DRAI	ASPHALT	428.76

428.76

ACCOUNTS PAYABLE WARRANT REPORT

Detail Invoice List

WARRANT: 02072024 02/07/2024

CASH ACCOUNT: 001 100350 ACCOUNTS PAYABLE CLEARING

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
883	WARREN PAVING INC	0000	240830	EFT	02/07/2024		366771	566350	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 311 613800		STS & DRAI	ASPHALT		427.04			
						427.04			
883	WARREN PAVING INC	0000	241104	EFT	02/07/2024		366772	566351	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 311 613800		STS & DRAI	ASPHALT		177.72			
						177.72			
883	WARREN PAVING INC	0000	241104	EFT	02/07/2024		366773	566352	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 311 613800		STS & DRAI	ASPHALT		493.47			
						493.47			
883	WARREN PAVING INC	0000	241104	EFT	02/07/2024		366774	566353	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 311 613800		STS & DRAI	ASPHALT		563.35			
						563.35			
						CHECK TOTAL	**259,787.36**		
969	WASTE MANAGEMENT OF M	0001		INV	02/07/2024		366805	566386	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 850 627100		Sld Wst Ex	SOLID WSTE		4,297.42			
						4,297.42			
969	WASTE MANAGEMENT OF M	0001		INV	02/07/2024		366806	566387	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 850 627100		Sld Wst Ex	SOLID WSTE		1,523.62			
						1,523.62			
969	WASTE MANAGEMENT OF M	0001		INV	02/07/2024		366807	566388	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 815 627200		WATER	TRASH		1,745.30			
						1,745.30			
						CHECK TOTAL	**7,566.34**		
40182	WASTE PRO OF MISSISSI	0000		EFT	02/07/2024		366424	566066	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 411 620900		LEISURE SE	CONTRACT		324.89			
						324.89			

ACCOUNTS PAYABLE WARRANT REPORT

Detail Invoice List

WARRANT: 02072024 02/07/2024

CASH ACCOUNT: 001 100350 ACCOUNTS PAYABLE CLEARING

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
40182	WASTE PRO OF MISSISSI	0000		EFT	02/07/2024		366800	566381	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 825 626700		SEWER	RENTAL		92.65			
						92.65			
40182	WASTE PRO OF MISSISSI	0000		EFT	02/07/2024		366801	566382	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 825 626700		SEWER	RENTAL		92.65			
						92.65			
40182	WASTE PRO OF MISSISSI	0000		EFT	02/07/2024		366803	566384	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 825 626700		SEWER	RENTAL		92.65			
						92.65			
40182	WASTE PRO OF MISSISSI	0000		EFT	02/07/2024		366804	566385	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 825 626700		SEWER	RENTAL		92.65			
						92.65			
40182	WASTE PRO OF MISSISSI	0000		EFT	02/07/2024		367625	567431	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 311 626700		STS & DRAI	RENTAL		75.52			
						75.52			
40182	WASTE PRO OF MISSISSI	0000		EFT	02/07/2024		367626	567432	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 411 620900		LEISURE SE	CONTRACT		602.50			
						602.50			
40182	WASTE PRO OF MISSISSI	0000		EFT	02/07/2024		367627	567433	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 411 620900		LEISURE SE	CONTRACT		92.65			
						92.65			
40182	WASTE PRO OF MISSISSI	0000		EFT	02/07/2024		367628	567434	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 411 620900		LEISURE SE	CONTRACT		76.03			
						76.03			
40182	WASTE PRO OF MISSISSI	0000		EFT	12/31/2024		367629	567435	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 415 620900		BLDG MAINT	CONTRACT		320.00			
						320.00			
						CHECK TOTAL	**1,862.19**		

ACCOUNTS PAYABLE WARRANT REPORT

Detail Invoice List

WARRANT: 02072024 02/07/2024

CASH ACCOUNT: 001 100350 ACCOUNTS PAYABLE CLEARING

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
26700	ISI WATER COMPANY	0001		EFT	02/07/2024		366832	566412	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 811 620900		UTIL BILL	CONTRACT		115,655.08			
						115,655.08			
						CHECK TOTAL	**115,655.08**		
24702	WEAVER ELECTRIC INC	0000		EFT	02/07/2024		366273	565904	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 445 620900		J T JONES	CONTRACT		2,020.00			
						2,020.00			
24702	WEAVER ELECTRIC INC	0000		EFT	02/07/2024		366304	565938	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 447 620900		HRB LGT EX	CONTRACT		244.00			
						244.00			
24702	WEAVER ELECTRIC INC	0000	240544	EFT	02/07/2024		366390	566032	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 411 611000		LEISURE SE	BLG MAT		1,600.00			
	2 411 620900		LEISURE SE	CONTRACT		800.00			
						2,400.00			
24702	WEAVER ELECTRIC INC	0000	240871	EFT	02/07/2024		366399	566041	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 445 620900		J T JONES	CONTRACT		1,280.00			
						1,280.00			
24702	WEAVER ELECTRIC INC	0000	240869	EFT	02/07/2024		366430	566072	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 325 624601		ENGINEER	REPAIRS		4,960.00			
						4,960.00			
						CHECK TOTAL	**10,904.00**		
41213	WILLIAM LEHMAN	0000	241056	INV	02/07/2024		366221	565843	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 148 626900		Events	TRAVEL		345.00			
						345.00			
						CHECK TOTAL	**345.00**		
40514	WOERNER LANDSCAPE SOU	0000	240763	EFT	02/07/2024		366443	566086	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 311 614300		STS & DRAI	GRAVEL		3,465.00			

ACCOUNTS PAYABLE WARRANT REPORT

Detail Invoice List

WARRANT: 02072024 02/07/2024

CASH ACCOUNT: 001 100350 ACCOUNTS PAYABLE CLEARING

VENDOR		REMIT	PO	TYPE	DUE DATE		AMOUNT	DOCUMENT	VOUCHER	CHECK
							3,465.00			
						CHECK TOTAL	**3,465.00**			
42660	WOLVERTON PROPERTY MA	0000		EFT	02/07/2024			366372	566011	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 411 620900		LEISURE SE CONTRACT			8,100.00				
							8,100.00			
						CHECK TOTAL	**8,100.00**			
42408	ZACHARY NORTHINGTON	0000	241046	INV	02/07/2024			366205	565827	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 290 626900		FIRE	TRAVEL		254.00				
							254.00			
						CHECK TOTAL	**254.00**			
834	**INVOICES**		**WARRANT TOTAL**			**3,413,196.24**	**3,413,196.24**			

ACCOUNTS PAYABLE WARRANT REPORT

Warrant Summary

WARRANT: 02072024 02/07/2024

FUND	ORG		ACCOUNT		AMOUNT	AVLB BUDGET
001	001	POOLED CASH	001 -000-000-000-000-214350-	WITHHOLDING-VISION 10	4,655.72	
				FUND TOTAL	**4,655.72**	
010	010	GENERAL FUND	010 -000-000-000-000-210601-	BONDS PAYABLE	2,147.25	
010	010	GENERAL FUND	010 -000-000-000-000-421300-	PERMITS-PLUMBING	170.00	
010	010	GENERAL FUND	010 -000-000-000-000-505800-41130	RENTS	100.00	
010	010	GENERAL FUND	010 -000-000-000-000-505800-41139	RENTS	615.00	
010	010	GENERAL FUND	010 -000-000-000-000-505800-41142	RENTS	300.00	
010	010	GENERAL FUND	010 -000-000-000-000-505800-41143	RENTS	825.00	
010	111	EXECUTIVE	010 -100-111-000-000-602500-	LIFE INSURANCE	80.00	
010	111	EXECUTIVE	010 -100-111-000-000-621700-	MAINTENANCE CONTRACTS	12.35	
010	111	EXECUTIVE	010 -100-111-000-000-621900-	MEMBERSHIP DUES AND S	12.35	
010	111	EXECUTIVE	010 -100-111-000-000-626001-	TELEPHONE	45.85	
010	115	LEGISLATIVE	010 -100-115-000-000-601300-	CITY BENEFITS	24.00	
010	115	LEGISLATIVE	010 -100-115-000-000-602500-	LIFE INSURANCE	133.48	
010	115	LEGISLATIVE	010 -100-115-000-000-620500-	AUDIT FEES	27,000.00	
010	115	LEGISLATIVE	010 -100-115-000-000-621900-	MEMBERSHIP DUES AND S	115.00	
010	115	LEGISLATIVE	010 -100-115-000-000-626001-	TELEPHONE	39.32	
010	115	LEGISLATIVE	010 -100-115-000-000-626100-	ADVERTISING	281.50	
010	115	LEGISLATIVE	010 -100-115-000-000-627700-	CONTRIBUTIONS	104,500.00	
010	125	JUDICIAL	010 -100-125-000-000-601300-	CITY BENEFITS	12.00	
010	125	JUDICIAL	010 -100-125-000-000-602500-	LIFE INSURANCE	272.00	
010	125	JUDICIAL	010 -100-125-000-000-610700-	OPERATING SUPPLIES	451.99	
010	125	JUDICIAL	010 -100-125-000-000-620900-	CONTRACTUAL FEES	400.00	
010	125	JUDICIAL	010 -100-125-000-000-621500-	LEGAL FEES-COURT DEFE	4,167.00	
010	125	JUDICIAL	010 -100-125-000-000-625700-	POSTAGE	748.65	
010	125	JUDICIAL	010 -100-125-000-000-626001-	TELEPHONE	264.96	
010	125	JUDICIAL	010 -100-125-000-000-626002-	ELECTRIC	5,584.11	
010	135	LEGAL	010 -100-135-000-000-601300-	CITY BENEFITS	15.00	
010	135	LEGAL	010 -100-135-000-000-602500-	LIFE INSURANCE	144.00	
010	135	LEGAL	010 -100-135-000-000-621300-	LEGAL FEES	335.00	
010	135	LEGAL	010 -100-135-000-000-621900-	MEMBERSHIP DUES AND S	96.10	
010	135	LEGAL	010 -100-135-000-000-626001-	TELEPHONE	46.85	
010	135	LEGAL	010 -100-135-000-000-626700-	RENTAL	140.85	
010	135	LEGAL	010 -100-135-000-000-626900-	TRAVEL	447.56	
010	143	CAO Office	010 -100-145-143-000-610100-	CLEANING AND JANITORI	12.36	
010	143	CAO Office	010 -100-145-143-000-610400-	OFFICE SUPPLIES/NONCA	79.95	
010	143	CAO Office	010 -100-145-143-000-620900-	CONTRACTUAL FEES	12.36	
010	143	CAO Office	010 -100-145-143-000-621900-	MEMBERSHIP DUES AND S	110.00	

ACCOUNTS PAYABLE WARRANT REPORT

010	143	CAO Office	010 -100-145-143-000-625700-	POSTAGE	240.45
010	143	CAO Office	010 -100-145-143-000-626900-	TRAVEL	261.07
010	144	Business Development	010 -100-145-144-000-626001-	TELEPHONE	14.67
010	145	Finance	010 -100-145-145-000-6013-00-	CITY BENEFITS	15.00
010	145	Finance	010 -100-145-145-000-6025-00-	LIFE INSURANCE	200.00
010	145	Finance	010 -100-145-145-000-6209-00-	CONTRACTUAL FEES	39,043.33
010	145	Finance	010 -100-145-145-000-6257-00-	POSTAGE	240.45
010	145	Finance	010 -100-145-145-000-6260-01-	TELEPHONE	1,967.55
010	145	Finance	010 -100-145-145-000-6260-02-	ELECTRIC	5,111.45
010	145	Finance	010 -100-145-145-000-6260-03-	WATER	315.26
010	145	Finance	010 -100-145-145-000-6261-00-	ADVERTISING	131.12
010	146	Grants Management	010 -100-145-146-000-602500-	LIFE INSURANCE	16.00
010	146	Grants Management	010 -100-145-146-000-626001-	TELEPHONE	74.27
010	147	Marketing	010 -100-145-147-000-610100-	CLEANING AND JANITORI	12.36
010	147	Marketing	010 -100-145-147-000-621700-	MAINTENANCE CONTRACTS	12.36
010	147	Marketing	010 -100-145-147-000-626001-	TELEPHONE	49.98
010	148	City Events	010 -100-650-148-000-6025-00-	LIFE INSURANCE	64.00
010	148	City Events	010 -100-650-148-000-6125-00-	UNIFORMS/PERSONAL GEA	1,000.00
010	148	City Events	010 -100-650-148-000-6140-00-	GASOLINE, OIL, GREASE	186.70
010	148	City Events	010 -100-650-148-000-6246-01-	REPAIRS AND MAINTENAN	1,440.00
010	148	City Events	010 -100-650-148-000-6260-01-	TELEPHONE	49.48
010	148	City Events	010 -100-650-148-000-6269-00-	TRAVEL	690.00
010	148	City Events	010 -100-650-148-000-6278-00-	EVENT EXPENSES	3,784.72
010	148	City Events	010 -100-650-148-000-627800-24003	EVENT EXPENSES	3,775.00
010	148	City Events	010 -100-650-148-000-627800-24004	EVENT EXPENSES	840.00
010	148	City Events	010 -100-650-148-000-627800-24005	EVENT EXPENSES	4,551.26
010	148	City Events	010 -100-650-148-000-627800-24008	EVENT EXPENSES	1,215.00
010	148	City Events	010 -100-650-148-000-627800-24010	EVENT EXPENSES	516.50
010	150	INFORMATION TECHNOLOG	010 -100-150-150-000-6013-00-	CITY BENEFITS	12.00
010	150	INFORMATION TECHNOLOG	010 -100-150-150-000-6025-00-	LIFE INSURANCE	176.00
010	150	INFORMATION TECHNOLOG	010 -100-150-150-000-6104-00-	OFFICE SUPPLIES	94.92
010	150	INFORMATION TECHNOLOG	010 -100-150-150-000-6217-00-	MAINTENANCE CONTRACTS	29,713.12
010	155	Human Resources	010 -100-145-155-000-610400-	OFFICE SUPPLIES	39.52
010	155	Human Resources	010 -100-145-155-000-610700-	OPERATING SUPPLIES	342.24
010	155	Human Resources	010 -100-145-155-000-620900-	CONTRACTUAL FEES	277.77
010	155	Human Resources	010 -100-145-155-000-625700-	POSTAGE	240.45
010	213	POLICE OPERATING	010 -200-212-213-000-601300-	CITY BENEFITS	78.00
010	213	POLICE OPERATING	010 -200-212-213-000-602500-	LIFE INSURANCE	2,893.37
010	213	POLICE OPERATING	010 -200-212-213-000-610100-	CLEANING AND JANITORI	81.81
010	213	POLICE OPERATING	010 -200-212-213-000-610400-	OFFICE SUPPLIES	2,568.46
010	213	POLICE OPERATING	010 -200-212-213-000-610700-	OPERATING SUPPLIES	6,910.51
010	213	POLICE OPERATING	010 -200-212-213-000-611000-	BLDG MATERIALS AND SU	1,065.67
010	213	POLICE OPERATING	010 -200-212-213-000-611300-	MOTOR VEHICLE REPAIRS	15,963.54
010	213	POLICE OPERATING	010 -200-212-213-000-612500-	UNIFORMS	719.24
010	213	POLICE OPERATING	010 -200-212-213-000-614000-	GASOLINE, OIL, GREASE	16,904.53

ACCOUNTS PAYABLE WARRANT REPORT

010	213	POLICE OPERATING	010 -200-212-213-000-614900-	ANIMAL CONTROL	17,936.20
010	213	POLICE OPERATING	010 -200-212-213-000-615200-	PHOTOGRAPHY AND FINGE	616.14
010	213	POLICE OPERATING	010 -200-212-213-000-620701-	FORENSIC	720.00
010	213	POLICE OPERATING	010 -200-212-213-000-620900-	CONTRACTUAL FEES	5,300.27
010	213	POLICE OPERATING	010 -200-212-213-000-621900-	MEMBERSHIP DUES AND S	760.00
010	213	POLICE OPERATING	010 -200-212-213-000-622300-	TRAINING PROGRAMS	600.00
010	213	POLICE OPERATING	010 -200-212-213-000-625700-	POSTAGE	240.45
010	213	POLICE OPERATING	010 -200-212-213-000-626001-	TELEPHONE	12,900.97
010	213	POLICE OPERATING	010 -200-212-213-000-626002-	ELECTRIC	18,976.84
010	213	POLICE OPERATING	010 -200-212-213-000-626003-	WATER	312.75
010	213	POLICE OPERATING	010 -200-212-213-000-626004-	GAS	24.90
010	213	POLICE OPERATING	010 -200-212-213-000-626500-	PRINTING AND BINDING	1,293.00
010	213	POLICE OPERATING	010 -200-212-213-000-626900-	TRAVEL	1,920.00
010	213	POLICE OPERATING	010 -200-212-213-000-627900-	MISC SERVICES AND CHA	588.74
010	215	Code Enforcement	010 -200-212-215-000-610700-	OPERATING SUPPLIES	73.98
010	215	Code Enforcement	010 -200-212-215-000-614000-	GASOLINE, OIL, GREASE	235.31
010	215	Code Enforcement	010 -200-212-215-000-625500-	LOT ASSESSMENTS	200.00
010	290	FIRE	010 -200-290-000-000-601300-	CITY BENEFITS	63.00
010	290	FIRE	010 -200-290-000-000-602500-	LIFE INSURANCE	2,442.74
010	290	FIRE	010 -200-290-000-000-610100-	CLEANING AND JANITORI	1,129.96
010	290	FIRE	010 -200-290-000-000-610700-	OPERATING SUPPLIES	4,301.53
010	290	FIRE	010 -200-290-000-000-611000-	BLDG MATERIALS AND SU	750.00
010	290	FIRE	010 -200-290-000-000-611300-	MOTOR VEHICLE REPAIRS	14,306.93
010	290	FIRE	010 -200-290-000-000-612200-	REPAIRS AND MAINTENAN	4,460.37
010	290	FIRE	010 -200-290-000-000-612500-	UNIFORMS	87,295.00
010	290	FIRE	010 -200-290-000-000-614000-	GASOLINE, OIL, GREASE	6,635.01
010	290	FIRE	010 -200-290-000-000-622300-	TRAINING PROGRAMS	2,498.57
010	290	FIRE	010 -200-290-000-000-625700-	POSTAGE	251.79
010	290	FIRE	010 -200-290-000-000-626001-	TELEPHONE	5,842.87
010	290	FIRE	010 -200-290-000-000-626002-	ELECTRIC	3,301.05
010	290	FIRE	010 -200-290-000-000-626003-	WATER	885.74
010	290	FIRE	010 -200-290-000-000-626004-	GAS	2,159.37
010	290	FIRE	010 -200-290-000-000-626500-	PRINTING AND BINDING	420.00
010	290	FIRE	010 -200-290-000-000-626900-	TRAVEL	486.00
010	311	STREETS AND DRAINAGE	010 -300-309-311-000-610700-	OPERATING SUPPLIES	3,109.51
010	311	STREETS AND DRAINAGE	010 -300-309-311-000-613800-	ASPHALT	4,507.63
010	311	STREETS AND DRAINAGE	010 -300-309-311-000-614300-	SHELLS,GRAVEL,SAND	7,742.01
010	311	STREETS AND DRAINAGE	010 -300-309-311-000-614600-	STORM DRAIN PIPES	17,724.00
010	311	STREETS AND DRAINAGE	010 -300-309-311-000-620900-	CONTRACTUAL FEES	2,777.79
010	311	STREETS AND DRAINAGE	010 -300-309-311-000-626001-	TELEPHONE	1,596.42
010	311	STREETS AND DRAINAGE	010 -300-309-311-000-626002-	ELECTRIC	58.70
010	311	STREETS AND DRAINAGE	010 -300-309-311-000-626004-	GAS	35.61
010	311	STREETS AND DRAINAGE	010 -300-309-311-000-626700-	RENTAL	75.52
010	313	PUBLIC WORKS ADMIN	010 -300-309-313-000-601300-	CITY BENEFITS	3.00
010	313	PUBLIC WORKS ADMIN	010 -300-309-313-000-602500-	LIFE INSURANCE	128.00

ACCOUNTS PAYABLE WARRANT REPORT

010	313	PUBLIC WORKS ADMIN	010 -300-309-313-000-610700-	OPERATING SUPPLIES	548.69	
010	313	PUBLIC WORKS ADMIN	010 -300-309-313-000-612500-	UNIFORMS	154.95	
010	313	PUBLIC WORKS ADMIN	010 -300-309-313-000-614000-	GASOLINE, OIL, GREASE	968.99	
010	313	PUBLIC WORKS ADMIN	010 -300-309-313-000-620900-	CONTRACTUAL FEES	277.77	
010	313	PUBLIC WORKS ADMIN	010 -300-309-313-000-626004-	GAS	345.86	
010	315	TRAFFIC CONTROL AND S	010 -300-309-315-000-602500-	LIFE INSURANCE	64.00	
010	315	TRAFFIC CONTROL AND S	010 -300-309-315-000-610700-	OPERATING SUPPLIES	305.20	
010	315	TRAFFIC CONTROL AND S	010 -300-309-315-000-614000-	GASOLINE, OIL, GREASE	830.04	
010	315	TRAFFIC CONTROL AND S	010 -300-309-315-000-615500-	TRAFFIC CONTROL	7,911.64	
010	315	TRAFFIC CONTROL AND S	010 -300-309-315-000-615600-	TRAFFIC SIGNAL SUPPLI	2,208.00	
010	315	TRAFFIC CONTROL AND S	010 -300-309-315-000-620900-	CONTRACTUAL FEES	480.00	
010	315	TRAFFIC CONTROL AND S	010 -300-309-315-000-626001-	TELEPHONE	183.52	
010	325	ENGINEERING	010 -300-325-000-000-602500-	LIFE INSURANCE	160.00	
010	325	ENGINEERING	010 -300-325-000-000-610700-	OPERATING SUPPLIES	548.69	
010	325	ENGINEERING	010 -300-325-000-000-614000-	GASOLINE, OIL, GREASE	162.79	
010	325	ENGINEERING	010 -300-325-000-000-620900-	CONTRACTUAL FEES	3,004.25	
010	325	ENGINEERING	010 -300-325-000-000-624601-	REPAIRS AND MAINTENAN	4,960.00	
010	325	ENGINEERING	010 -300-325-000-000-625100-	STREETS AND TRAFFIC L	126,019.63	
010	325	ENGINEERING	010 -300-325-000-000-626001-	TELEPHONE	28.35	
010	325	ENGINEERING	010 -300-325-000-000-626900-	TRAVEL	116.00	
010	335	MAINTENANCE GARAGE	010 -300-309-335-000-626001-	TELEPHONE	21.82	
010	411	LEISURE SERVICES	010 -400-407-411-000-601300-	CITY BENEFITS	3.00	
010	411	LEISURE SERVICES	010 -400-407-411-000-602500-	LIFE INSURANCE	664.18	
010	411	LEISURE SERVICES	010 -400-407-411-000-610100-	CLEANING AND JANITORI	2,267.19	
010	411	LEISURE SERVICES	010 -400-407-411-000-610400-	OFFICE SUPPLIES	948.96	
010	411	LEISURE SERVICES	010 -400-407-411-000-610600-	LANDSCAPE SUPPLIES	12,049.56	
010	411	LEISURE SERVICES	010 -400-407-411-000-610700-	OPERATING SUPPLIES	7,481.42	
010	411	LEISURE SERVICES	010 -400-407-411-000-611000-	BLDG MATERIALS AND SU	1,600.00	
010	411	LEISURE SERVICES	010 -400-407-411-000-612200-	REPAIRS AND MAINTENAN	5,342.46	
010	411	LEISURE SERVICES	010 -400-407-411-000-612500-	UNIFORMS	3,548.07	
010	411	LEISURE SERVICES	010 -400-407-411-000-613100-	ATHLETIC PROGRAM SUPP	6,512.62	
010	411	LEISURE SERVICES	010 -400-407-411-000-613700-	CHEMICALS	9,333.50	
010	411	LEISURE SERVICES	010 -400-407-411-000-614000-	GASOLINE, OIL, GREASE	1,648.85	
010	411	LEISURE SERVICES	010 -400-407-411-000-614300-	SHELLS,GRAVEL,SAND	1,386.00	
010	411	LEISURE SERVICES	010 -400-407-411-000-615300-	MEMORY TREE PROGRAM S	332.70	
010	411	LEISURE SERVICES	010 -400-407-411-000-620900-	CONTRACTUAL FEES	44,839.64	
010	411	LEISURE SERVICES	010 -400-407-411-000-625700-	POSTAGE	240.45	
010	411	LEISURE SERVICES	010 -400-407-411-000-626001-	TELEPHONE	3,672.26	
010	411	LEISURE SERVICES	010 -400-407-411-000-626002-	ELECTRIC	24,349.74	
010	411	LEISURE SERVICES	010 -400-407-411-000-626003-	WATER	7,491.22	
010	411	LEISURE SERVICES	010 -400-407-411-000-626003-41140	WATER	-0.45	
010	411	LEISURE SERVICES	010 -400-407-411-000-626004-	GAS	1,643.25	
010	411	LEISURE SERVICES	010 -400-407-411-000-626700-	RENTAL	1,052.95	
010	411	LEISURE SERVICES	010 -400-407-411-000-626900-	TRAVEL	324.00	
010	415	BUILDING MAINTENANCE	010 -100-660-415-000-6025-00-	LIFE INSURANCE	16.00	-

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010	415	BUILDING MAINTENANCE	010 -100-660-415-000-6107-00-	OPERATING SUPPLIES	890.94
010	415	BUILDING MAINTENANCE	010 -100-660-415-000-6110-00-	BLDG MATERIALS AND SU	1,465.49
010	415	BUILDING MAINTENANCE	010 -100-660-415-000-6125-00-	UNIFORMS/PERSONAL GEA	413.89
010	415	BUILDING MAINTENANCE	010 -100-660-415-000-6140-00-	GASOLINE, OIL, GREASE	379.01
010	415	BUILDING MAINTENANCE	010 -100-660-415-000-6209-00-	CONTRACTUAL FEES	320.00
010	415	BUILDING MAINTENANCE	010 -100-660-415-000-6246-01-	REPAIRS AND MAINTENAN	3,118.87
010	415	BUILDING MAINTENANCE	010 -100-660-415-000-6279-00-	MISC SERVICES AND CHA	4.99
010	611	PLANNING AND ZONING	010 -600-611-611-000-601300-	CITY BENEFITS	3.00
010	611	PLANNING AND ZONING	010 -600-611-611-000-602500-	LIFE INSURANCE	368.00
010	611	PLANNING AND ZONING	010 -600-611-611-000-610400-	OFFICE SUPPLIES	739.19
010	611	PLANNING AND ZONING	010 -600-611-611-000-614000-	GASOLINE, OIL, GREASE	468.34
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	224.53
010	611	PLANNING AND ZONING	010 -600-611-611-000-625700-	POSTAGE	240.45
010	611	PLANNING AND ZONING	010 -600-611-611-000-626001-	TELEPHONE	329.79
010	611	PLANNING AND ZONING	010 -600-611-611-000-626100-	ADVERTISING	139.85
010	611	PLANNING AND ZONING	010 -600-611-611-000-626500-	PRINTING AND BINDING	801.00
				FUND TOTAL	**827,758.74**
103	103	CAP PROJ WATER SEWER	103 -000-000-000-000-630100-24011	CAPITAL OUTLAY	163,215.59
				FUND TOTAL	**163,215.59**
107	365	NON REIMBURSABLE - CI	107 -920-100-100-100-621200-02807	APPRAISAL FEES	62.00
107	367	MIMA CAPITAL PROJECTS	107 -920-000-000-000-640100-22008	CAP PRJ - CONSTRUCTIO	188,401.63
107	367	MIMA CAPITAL PROJECTS	107 -920-000-000-000-640100-22011	CAP PRJ - CONSTRUCTIO	66,878.10
				FUND TOTAL	**255,341.73**
200	511	COMMUNITY DEVELOPMENT	200 -500-511-000-000-630100-23038	CAPITAL OUTLAY	125,352.84
				FUND TOTAL	**125,352.84**
305	305	DEBT SVCS MIMA REVENU	305 -000-000-000-000-650400-	INTEREST	892,882.50
				FUND TOTAL	**892,882.50**
400	811	UTILITY BILLING	400 -800-811-000-000-601300-	CITY BENEFITS	6.00
400	811	UTILITY BILLING	400 -800-811-000-000-602500-	LIFE INSURANCE	248.00
400	811	UTILITY BILLING	400 -800-811-000-000-610700-	OPERATING SUPPLIES	2,186.17
400	811	UTILITY BILLING	400 -800-811-000-000-612500-	UNIFORMS	250.32
400	811	UTILITY BILLING	400 -800-811-000-000-620900-	CONTRACTUAL FEES	117,430.17
400	811	UTILITY BILLING	400 -800-811-000-000-625700-	POSTAGE	240.45
400	811	UTILITY BILLING	400 -800-811-000-000-626001-	TELEPHONE	5,091.52

ACCOUNTS PAYABLE WARRANT REPORT

400	811	UTILITY BILLING	400 -800-811-000-000-626900-	TRAVEL	16.66
400	811	UTILITY BILLING	400 -800-811-000-000-627900-	MISC SERVICES AND CHA	16.66
400	815	WATER OPERATIONS	400 -800-815-000-000-610700-	OPERATING SUPPLIES	3,416.32
400	815	WATER OPERATIONS	400 -800-815-000-000-612500-	UNIFORMS	1,246.77
400	815	WATER OPERATIONS	400 -800-815-000-000-614000-	GASOLINE, OIL, GREASE	257.11
400	815	WATER OPERATIONS	400 -800-815-000-000-614300-	SHELLS,GRAVEL,SAND	1,062.00
400	815	WATER OPERATIONS	400 -800-815-000-000-616400-	WATERWELL SUPPLIES	12,501.29
400	815	WATER OPERATIONS	400 -800-815-000-000-616700-	WATERLINE SUPPLIES	14,547.15
400	815	WATER OPERATIONS	400 -800-815-000-000-617000-	WATER METERS	66,680.00
400	815	WATER OPERATIONS	400 -800-815-000-000-620900-	CONTRACTUAL FEES	2,825.09
400	815	WATER OPERATIONS	400 -800-815-000-000-625700-	POSTAGE	240.45
400	815	WATER OPERATIONS	400 -800-815-000-000-626001-	TELEPHONE	1,082.57
400	815	WATER OPERATIONS	400 -800-815-000-000-626002-	ELECTRIC	28,784.73
400	815	WATER OPERATIONS	400 -800-815-000-000-626003-	WATER	70.00
400	815	WATER OPERATIONS	400 -800-815-000-000-627200-	TRASH PICK-UP	1,745.30
400	825	SEWER OPERATIONS	400 -800-825-000-000-610700-	OPERATING SUPPLIES	265.83
400	825	SEWER OPERATIONS	400 -800-825-000-000-614300-	SHELLS,GRAVEL,SAND	31,300.00
400	825	SEWER OPERATIONS	400 -800-825-000-000-615800-	LIFT STATION SUPPLIES	15,116.99
400	825	SEWER OPERATIONS	400 -800-825-000-000-616100-	SEWERLINE SUPPLIES	2,830.00
400	825	SEWER OPERATIONS	400 -800-825-000-000-620900-	CONTRACTUAL FEES	29,057.81
400	825	SEWER OPERATIONS	400 -800-825-000-000-626001-	TELEPHONE	12.34
400	825	SEWER OPERATIONS	400 -800-825-000-000-626002-	ELECTRIC	18,096.07
400	825	SEWER OPERATIONS	400 -800-825-000-000-626700-	RENTAL	370.60
400	845	HCWWSWMD	400 -800-845-000-000-627500-	WASTEWATER TREATMENT	569,550.00
				FUND TOTAL	**926,544.37**
405	850	Solid Waste Expenditu	405 -850-850-000-000-627100-	SOLID WASTE DISPOSAL	5,821.04
				FUND TOTAL	**5,821.04**
420	445	JOSEPH T JONES	420 -400-445-000-000-602500-	LIFE INSURANCE	48.00
420	445	JOSEPH T JONES	420 -400-445-000-000-610700-	OPERATING SUPPLIES	1,038.86
420	445	JOSEPH T JONES	420 -400-445-000-000-614100-	FUEL FOR RETAIL	3,839.22
420	445	JOSEPH T JONES	420 -400-445-000-000-620900-	CONTRACTUAL FEES	4,554.12
420	445	JOSEPH T JONES	420 -400-445-000-000-626001-	TELEPHONE	681.60
420	445	JOSEPH T JONES	420 -400-445-000-000-626003-	WATER	29.49
				FUND TOTAL	**10,191.29**
430	447	HARBOR LIGHTS EXPENDI	430 -400-447-000-000-610700-	OPER SUPPLIES/NONCAPI	1,260.95
430	447	HARBOR LIGHTS EXPENDI	430 -400-447-000-000-612200-	BLDG REPAIRS AND MAIN	6,395.17
430	447	HARBOR LIGHTS EXPENDI	430 -400-447-000-000-614000-	GASOLINE, OIL, GREASE	143.79
430	447	HARBOR LIGHTS EXPENDI	430 -400-447-000-000-614110-	ITEMS FOR RESALE	763.20
430	447	HARBOR LIGHTS EXPENDI	430 -400-447-000-000-620900-	CONTRACTUAL FEES	171,454.52

ACCOUNTS PAYABLE WARRANT REPORT

430	447	HARBOR LIGHTS EXPENDI	430 -400-447-000-000-626001-	TELEPHONE	49.98
430	447	HARBOR LIGHTS EXPENDI	430 -400-447-000-000-626100-	ADVERTISING	16,355.00
430	447	HARBOR LIGHTS EXPENDI	430 -400-447-000-000-626700-	RENTAL	2,545.81
				FUND TOTAL	**198,968.42**
510	915	WORKERS COMPENSATION	510 -900-915-000-000-629300-	INSURANCE PREMIUMS	1,926.00
510	917	GEN LIAB AND PROP CAS	510 -900-915-000-010-629300-	INSURANCE PREMIUMS	538.00
				FUND TOTAL	**2,464.00**
				WARRANT SUMMARY TOTAL	**3,413,196.24**
				GRAND TOTAL	**3,413,196.24**

CITY OF GULFPORT

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Warrant List by Voucher

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VOUCHER	VENDOR		DOCUMENT	PO	TYPE	DUE DATE	AMOUNT	COMMENT
559859	90089	CITY OF GULFPORT	359730		CRM	10/18/2023	-0.45	740058461 DEDEAUX RD
560338	9995	BELUAH PALACE	360178		INV	11/08/2023	415.00	REFUND-LYMAN-10/21/20
564949	23563	SUN COAST BUSINESS SUPPLY	365200		EFT	02/07/2024	1,467.00	1353430-0
564975	23563	SUN COAST BUSINESS SUPPLY	365205		EFT	02/07/2024	89.98	1353621-0
564994	16880	DS WATERS OF AMERICA INC	365223		INV	02/07/2024	163.86	15774852 121623
565056	187	CLAYS PRINT SHOP INC	365280	240159	EFT	01/17/2024	510.00	ENVELOPES FOR CODE EN
565231	166	CINTAS CORP 240	365448		EFT	02/07/2024	3,380.64	UNIFORMS
565334	22652	SHEPPARD ELECTRIC MOTOR S	365550		INV	02/07/2024	5,770.02	EMERGENCY REPAIR AT J
565336	41134	JULIUS BUCKHALTER	365552		EFT	02/07/2024	50.00	41134
565342	4683	GABRIEL MAKONNEN SHABAZZ	365558		EFT	02/07/2024	100.00	4683
565345	53	GARY E ALEXANDER	365560		INV	02/07/2024	75.00	53
565347	12506	ERIC HILL	365562		EFT	02/07/2024	75.00	12506
565348	1672	ANDREA MORGAN	365564		INV	02/07/2024	140.00	1672
565402	37430	DAREN EDWARD TICHENOR JR	365614		EFT	02/07/2024	71.68	REIMBURSEMENT DOG FOO
565403	15015	LANGUAGE LINE SERVICES	365615		EFT	02/07/2024	405.27	INTERPRETATION SERVIC
565407	187	CLAYS PRINT SHOP INC	365619	240893	EFT	02/07/2024	870.00	PRE TRIAL AND JUVENIL
565409	2802	EVIDENT INC	365621	240736	EFT	02/07/2024	521.14	FORENSIC SUPPLIES
565411	384	GALLS LLC	365623	240110	EFT	02/07/2024	105.45	BLANKET PO FOR UNIFOR
565412	384	GALLS LLC	365624	240621	EFT	02/07/2024	335.16	BLANKET PO FOR UNIFOR
565413	384	GALLS LLC	365625	240621	EFT	02/07/2024	92.20	BLANKET PO FOR UNIFOR
565425	380	LOWES ACCTS RECEIVABLE PR	365637	240043	INV	02/07/2024	53.18	OPEN PO FOR SUPPLIES
565426	380	LOWES ACCTS RECEIVABLE PR	365638	240043	INV	02/07/2024	93.97	OPEN PO FOR SUPPLIES
565427	380	LOWES ACCTS RECEIVABLE PR	365639	240043	INV	02/07/2024	48.43	OPEN PO FOR SUPPLIES
565428	380	LOWES ACCTS RECEIVABLE PR	365640	240043	INV	02/07/2024	36.72	OPEN PO FOR SUPPLIES
565429	380	LOWES ACCTS RECEIVABLE PR	365641	240941	INV	02/07/2024	890.94	TOOLBOX FOR BM
565430	25114	THE PRINT SHED LLC	365644	240959	EFT	02/07/2024	2,455.00	UNIFORMS
565431	380	LOWES ACCTS RECEIVABLE PR	365642	240043	INV	02/07/2024	61.90	OPEN PO FOR SUPPLIES
565432	380	LOWES ACCTS RECEIVABLE PR	365643	240043	INV	02/07/2024	10.45	OPEN PO FOR SUPPLIES
565433	380	LOWES ACCTS RECEIVABLE PR	365645	240043	INV	02/07/2024	37.18	OPEN PO FOR SUPPLIES
565434	42355	ASCEND LEARNING HOLDINGS,	365646	240932	INV	02/07/2024	403.57	TRAINING EQUIPMENT /
565435	389	OREILLY AUTO PARTS	365647	240012	EFT	02/07/2024	13.99	BLANKET PO FOR FY24
565437	380	LOWES ACCTS RECEIVABLE PR	365649	240014	INV	02/07/2024	42.73	BLANKET PO FOR FY24
565438	307	NECAISE LOCKSMITH SERVICE	365650	240707	EFT	02/07/2024	1,695.00	PARTITIONS AT DEPOT
565440	6528	FLEETCOR	365652		EFT	02/07/2024	145.61	VEHICLE FUEL
565442	6528	FLEETCOR	365654		EFT	02/07/2024	2,120.40	GFD FUELMAN CHARGES F
565445	9995	CHAMPAIGNE ROSEMOND	365657		INV	02/07/2024	100.00	REFUND-12/23/2023-HAN
565448	9995	JUDITH A LANCASTER	365660		INV	02/07/2024	100.00	REFUND-12/27/2023-HAN
565471	307	NECAISE LOCKSMITH SERVICE	365682	240106	EFT	02/07/2024	245.78	BLANKET PO / KEYS AND
565473	380	LOWES ACCTS RECEIVABLE PR	365684	240109	INV	02/07/2024	17.06	BLANKET PO / SUPPLIES
565474	380	LOWES ACCTS RECEIVABLE PR	365685	240109	INV	02/07/2024	1,328.10	BLANKET PO / SUPPLIES

CITY OF GULFPORT

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VOUCHER	VENDOR		DOCUMENT	PO	TYPE	DUE DATE	AMOUNT	COMMENT
565509	380	LOWES ACCTS RECEIVABLE PR	365762	240043	INV	02/07/2024	122.80	OPEN PO FOR SUPPLIES
565511	6528	FLEETCOR	365764		EFT	02/07/2024	117.79	FUEL FOR BM VEHICLES
565512	6528	FLEETCOR	365765		EFT	02/07/2024	8,124.37	FUEL
565513	307	NECAISE LOCKSMITH SERVICE	365766	240045	EFT	02/07/2024	15.00	OPEN PO FOR SUPPLIES
565514	166	CINTAS CORP 240	365767		EFT	02/07/2024	27.27	CARPET CLEANING
565525	323	NORTH ALABAMA FIRE EQUIP	365801	240912	INV	02/07/2024	410.55	EQUIPMENT PARTS
565562	20675	CHANCELLOR SUPPLY, INC	365927	240126	EFT	02/07/2024	115.00	BLANKET PO / PART AND
565573	38362	CDW LLC	365953	240922	EFT	02/07/2024	359.27	COMPUTER MONITOR SWIT
565632	166	CINTAS CORP 240	366018		EFT	02/07/2024	37.07	RUG CLEANING AT CH
565633	43151	JHS ENTERPRISES INC	366019	240931	EFT	02/07/2024	52.00	BUSINESS CARDS FOR CA
565634	39331	BXS INSURANCE, INC	366020		EFT	02/07/2024	1,926.00	Renewal: Unemployment
565635	39331	BXS INSURANCE, INC	366021		EFT	02/07/2024	215.00	Renewal: Public Offic
565637	13406	JOHN FAYARD MOVING & WHSE	366022		EFT	02/07/2024	1,015.99	December Record Stora
565638	42326	RASHIDA BELL	366023		INV	02/07/2024	46.00	MEAL REIMBURSEMENT 20
565640	42326	RASHIDA BELL	366025		INV	02/07/2024	215.07	TRAVEL REIMBURSEMENT
565641	20675	CHANCELLOR SUPPLY, INC	366026	240046	EFT	02/07/2024	118.08	OPEN PO FOR SUPPLIES
565642	553	SOUTH MS BUSINESS MACHINE	366027		EFT	02/07/2024	541.89	ZEBRA LABEL AND RIBBO
565643	380	LOWES ACCTS RECEIVABLE PR	366028	240242	INV	02/07/2024	73.98	BLANKET FOR CODE
565644	380	LOWES ACCTS RECEIVABLE PR	366029	240109	INV	02/07/2024	21.84	BLANKET PO / SUPPLIES
565645	2066	HAVARD PEST CONTROL	366030		EFT	02/07/2024	40.00	PEST CONTROL SERVICES
565646	548	HUMANE SOCIETY OF S MS IN	366031		EFT	02/07/2024	17,936.20	ANIMAL CONTROL INTAKE
565647	202	DPS CRIME LAB	366032		EFT	02/07/2024	720.00	ANALYTICAL FEES
565648	23107	CENTERPOINT ENERGY RESOUR	366033		INV	02/07/2024	24.90	GAS
565649	42614	NAVAL SURFACE WARFARE CEN	366034	240994	EFT	02/07/2024	4,800.00	NIGH VISION POCKETSCO
565650	384	GALLS LLC	366035	240621	EFT	02/07/2024	186.43	BLANKET PO FOR UNIFOR
565651	1140	INTERNATIONAL ASSOCIATION	366036	240749	INV	02/07/2024	190.00	2024 MEMBERSHIP IACP
565652	1140	INTERNATIONAL ASSOCIATION	366037	240749	INV	02/07/2024	190.00	2024 MEMBERSHIP IACP
565653	1140	INTERNATIONAL ASSOCIATION	366038	240749	INV	02/07/2024	190.00	2024 MEMBERSHIP IACP
565654	1140	INTERNATIONAL ASSOCIATION	366039	240749	INV	02/07/2024	190.00	2024 MEMBERSHIP IACP
565655	1075	FEDEX	366040		INV	02/07/2024	11.34	GFD FEDEX CHARGES FOR
565656	360	GULF HYDRAULICS & PNEUMAT	366041	240991	EFT	02/07/2024	413.27	EQUIPMENT MAINTENANCE
565657	40	ALL PHASE ELECTRIC SUPPLY	366042	240973	EFT	02/07/2024	750.00	BUILDING MAINTENANCE
565659	25935	ADVANCED AUTO PARTS	366044	240928	INV	02/07/2024	39.99	BLANKET PO FOR MOTOR
565660	25935	ADVANCED AUTO PARTS	366045	240928	INV	02/07/2024	35.09	BLANKET PO FOR MOTOR
565661	25935	ADVANCED AUTO PARTS	366046	240928	INV	02/07/2024	33.14	BLANKET PO FOR MOTOR
565662	25935	ADVANCED AUTO PARTS	366047	240928	INV	02/07/2024	285.97	BLANKET PO FOR MOTOR
565663	25935	ADVANCED AUTO PARTS	366048	240928	INV	02/07/2024	73.98	BLANKET PO FOR MOTOR
565664	25935	ADVANCED AUTO PARTS	366049	240928	INV	02/07/2024	88.44	BLANKET PO FOR MOTOR
565665	25935	ADVANCED AUTO PARTS	366050	240928	INV	02/07/2024	27.17	BLANKET PO FOR MOTOR
565666	5078	AUTO ZONE INC	366051	240615	INV	02/07/2024	449.99	BLANKET PO / VEHICLE

CITY OF GULFPORT

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VOUCHER	VENDOR		DOCUMENT	PO	TYPE	DUE DATE	AMOUNT	COMMENT
565667	5078	AUTO ZONE INC	366052	240615	INV	02/07/2024	52.06	BLANKET PO / VEHICLE
565668	5078	AUTO ZONE INC	366053	240615	INV	02/07/2024	69.57	BLANKET PO / VEHICLE
565669	5078	AUTO ZONE INC	366054	240615	INV	02/07/2024	7.79	BLANKET PO / VEHICLE
565670	5078	AUTO ZONE INC	366055	240615	INV	02/07/2024	5.99	BLANKET PO / VEHICLE
565671	42875	ALLISTONS LLC	366056	240884	EFT	02/07/2024	207.89	UNIFORM SHIRTS FOR NE
565672	5078	AUTO ZONE INC	366057	240615	INV	02/07/2024	41.88	BLANKET PO / VEHICLE
565673	380	LOWES ACCTS RECEIVABLE PR	366058	240043	INV	02/07/2024	160.92	OPEN PO FOR SUPPLIES
565674	380	LOWES ACCTS RECEIVABLE PR	366059	240043	INV	02/07/2024	85.83	OPEN PO FOR SUPPLIES
565675	5078	AUTO ZONE INC	366060	240615	INV	02/07/2024	163.05	BLANKET PO / VEHICLE
565676	5078	AUTO ZONE INC	366061	240615	INV	02/07/2024	31.32	BLANKET PO / VEHICLE
565677	5078	AUTO ZONE INC	366062	240615	INV	02/07/2024	14.34	BLANKET PO / VEHICLE
565678	5078	AUTO ZONE INC	366063	240948	INV	02/07/2024	11.37	BLANKET PO / VEHICLE
565679	5078	AUTO ZONE INC	366064	240948	INV	02/07/2024	82.96	BLANKET PO / VEHICLE
565681	5078	AUTO ZONE INC	366066	240948	INV	02/07/2024	13.98	BLANKET PO / VEHICLE
565682	5078	AUTO ZONE INC	366067	240948	INV	02/07/2024	50.98	BLANKET PO / VEHICLE
565683	70	DUNAWAY GLASS INC	366068	240611	EFT	02/07/2024	320.00	BLANKET PO FOR VEHICL
565684	43135	ENTERPRISE DATA RESOURCES	366069	240980	EFT	02/07/2024	450.00	BATTERY
565685	43022	JAAF LLC	366070	240145	EFT	02/07/2024	1,339.55	BLANKET PO FOR MOTOR
565686	43022	JAAF LLC	366071	240145	EFT	02/07/2024	226.26	BLANKET PO FOR MOTOR
565687	389	OREILLY AUTO PARTS	366072	240770	EFT	02/07/2024	25.16	BLANKET PO / VEHICLE
565688	389	OREILLY AUTO PARTS	366073	240770	EFT	02/07/2024	67.96	BLANKET PO / VEHICLE
565689	389	OREILLY AUTO PARTS	366074	240770	EFT	02/07/2024	69.88	BLANKET PO / VEHICLE
565690	389	OREILLY AUTO PARTS	366075	240770	EFT	02/07/2024	76.18	BLANKET PO / VEHICLE
565691	389	OREILLY AUTO PARTS	366076	240012	EFT	02/07/2024	55.97	BLANKET PO FOR FY24
565692	389	OREILLY AUTO PARTS	366077	240770	EFT	02/07/2024	29.98	BLANKET PO / VEHICLE
565693	22287	PARTS AND SUPPLY INC	366078	240751	EFT	02/07/2024	357.83	BLANKET PO FOR MOTOR
565694	22287	PARTS AND SUPPLY INC	366079	240751	EFT	02/07/2024	192.68	BLANKET PO FOR MOTOR
565695	377	PERFORMANCE TIRE & WHEEL	366080	240612	EFT	02/07/2024	90.99	TIRES
565696	31544	SUN SOUTH LLC	366081	240133	EFT	02/07/2024	172.86	BLANKET PO FOR MOWER
565697	549	TURAN-FOLEY CHEVROLET BUI	366082	240114	INV	02/07/2024	58.52	BLANKET PO / VEHICLE
565698	58	A T & T	366083		INV	02/07/2024	232.56	PHONE LINES
565699	11022	MS COAST TRANSPORTATION A	366084	240326	EFT	02/07/2024	104,500.00	FY24 ALLOCATION APPRO
565700	850	ROCKING C TRUCK AND TRAIL	366085	241012	EFT	02/07/2024	5,000.00	VEHICLE MAINTENANCE /
565701	850	ROCKING C TRUCK AND TRAIL	366086	241012	EFT	02/07/2024	4,515.24	VEHICLE MAINTENANCE /
565702	850	ROCKING C TRUCK AND TRAIL	366087	241012	EFT	02/07/2024	4,020.02	VEHICLE MAINTENANCE /
565704	43151	JHS ENTERPRISES INC	366088	240974	EFT	02/07/2024	52.00	GARY TAFF 500FULL COL
565705	380	LOWES ACCTS RECEIVABLE PR	366089	241010	INV	02/07/2024	489.23	WASHER STATION 10
565707	40677	LEE C. RUSSELL	366091		INV	02/07/2024	4,167.00	PUBLIC DEFENDER- LEE
565708	337	KNIGHT ABBEY COMMERCIAL P	366092		INV	02/07/2024	908.20	KNIGHT ABBEY
565709	20675	CHANCELLOR SUPPLY, INC	366093	240949	EFT	02/07/2024	1,480.88	ELECTRICAL SUPPLIES F

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WARRANT: 02072024 02/07/2024

VOUCHER	VENDOR		DOCUMENT	PO	TYPE	DUE DATE	AMOUNT	COMMENT
565710	383	STATE FIRE ACADEMY	366094	240404	INV	02/07/2024	1,964.00	FIREFIGHTER TRAINING
565712	329	GULF COAST BUSINESS SUPPL	366096	240970	EFT	02/07/2024	330.41	INK CARTRIDGES
565713	1103	STATE OF MISSISSIPPI	366097		INV	02/07/2024	375.00	NOTARY APPLICATION
565714	40691	MAULDIN & JENKINS LLC	366098		EFT	02/07/2024	27,000.00	PROGRESS BILL FYE23 A
565716	41972	TIMOTHY WESTBROOK	366100	240969	EFT	02/07/2024	100.00	LOT CLEAN-UP
565717	41972	TIMOTHY WESTBROOK	366101	240969	EFT	02/07/2024	100.00	LOT CLEAN-UP
565720	380	LOWES ACCTS RECEIVABLE PR	366104	240043	INV	02/07/2024	97.40	OPEN PO FOR SUPPLIES
565721	380	LOWES ACCTS RECEIVABLE PR	366105	241031	INV	02/07/2024	66.01	OPEN PO FOR SUPPLIES
565722	380	LOWES ACCTS RECEIVABLE PR	366106	241031	INV	02/07/2024	284.05	OPEN PO FOR SUPPLIES
565723	307	NECAISE LOCKSMITH SERVICE	366107	240045	EFT	02/07/2024	454.80	OPEN PO FOR SUPPLIES
565725	39331	BXS INSURANCE, INC	366109		EFT	02/07/2024	173.00	Public Official Bond-
565726	380	LOWES ACCTS RECEIVABLE PR	366110	241026	INV	02/07/2024	94.92	TIRES REPLACEMENT 13"
565733	530	HOWARD SMITH EQUIPMENT	366116	240009	EFT	02/07/2024	346.79	BLANKET PO FOR FY24
565734	380	LOWES ACCTS RECEIVABLE PR	366117	240014	INV	02/07/2024	186.08	BLANKET PO FOR FY24
565735	18616	MUNICIPAL EMERGENCY SERVI	366118	241039	EFT	02/07/2024	3,240.70	ANNUAL RESCUE TOOL SE
565736	41390	STRYKER SALES CORPORATION	366119		INV	02/07/2024	244.05	ELECTRODE START KIT N
565737	42007	COMMUNICATIONS INTERNATIO	366120	240015	EFT	02/07/2024	228.90	BLANKET PO FOR FY24
565738	39977	PUBLIC SAFETY ACADEMICS &	366121	241041	INV	02/07/2024	600.00	REGISTRATION
565739	1764	ANIMAL CARE EQUIPMENT & S	366122	241003	EFT	02/07/2024	250.40	ANIMAL CONTROL DARTS
565740	43151	JHS ENTERPRISES INC	366123	241008	EFT	02/07/2024	319.00	BUSINESS CARDS / CASE
565741	31143	NICHOLAS OLDS	366124	240861	EFT	02/07/2024	1,920.00	MEAL PER DIEM - OLDS
565742	43151	JHS ENTERPRISES INC	366125	240839	EFT	02/07/2024	749.00	WHITE BUILDING PERMIT
565743	17804	VISION SERVICE PLAN INSUR	366126		INV	02/07/2024	4,647.92	VSP JANUARY 24 PMT
565744	17804	VISION SERVICE PLAN INSUR	366127		INV	02/07/2024	7.80	VSP JANUARY 24 COBRA
565745	5111	JOSEPH MCCORKLE	366128		INV	02/07/2024	40.00	EMS PROVIDER CERTIFIC
565747	43099	SIDDONS MARTIN EMERGENCY	366129	240530	INV	02/07/2024	4,040.00	FIRE PROTECTIVE GEAR
565748	43099	SIDDONS MARTIN EMERGENCY	366130	240496	INV	02/07/2024	80,800.00	FIRE PROTECTIVE GEAR
565749	9995	TERRI TYLER	366131		INV	02/07/2024	175.00	REFUND-WESTSIDE-3/9/2
565750	6528	FLEETCOR	366132		EFT	02/07/2024	144.60	VEHICLE FUEL
565751	6528	FLEETCOR	366133		EFT	02/07/2024	2,173.76	FUELMAN CHARGES FOR G
565752	9995	LILLIAN SCALES	366134		INV	02/07/2024	100.00	REFUND-HANDSBORO-1/11
565754	9995	CHARLES JENKINS	366136		INV	02/07/2024	100.00	REFUND-WESTSIDE-1/16/
565755	380	LOWES ACCTS RECEIVABLE PR	366137	240014	INV	02/07/2024	276.81	BLANKET PO FOR FY24
565756	9995	ERICA KENNEDY	366138		INV	02/07/2024	175.00	REFUND-WESTSIDE-2/17/
565757	9995	CARRIE SIMMONS	366139		INV	02/07/2024	100.00	REFUND-WESTSIDE-01/06
565759	25935	ADVANCED AUTO PARTS	366141	240740	INV	02/07/2024	15.57	BLANKET PO FOR MOTOR
565760	43152	KENDRICK BRONTE EVANS	366142		INV	02/07/2024	192.75	201321321 KENDRICK EV
565761	43153	COLLEEN PETERSON	366143		INV	02/07/2024	1,954.50	202314277 COLLEN PETE
565762	21657	MISSISSIPPI SELECT HEALTH	366144		EFT	02/07/2024	234.00	FSA JAN2024
565763	25935	ADVANCED AUTO PARTS	366145	240928	INV	02/07/2024	39.36	BLANKET PO FOR MOTOR

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VOUCHER	VENDOR		DOCUMENT	PO	TYPE	DUE DATE	AMOUNT	COMMENT
565764	25935	ADVANCED AUTO PARTS	366146	240928	INV	02/07/2024	49.49	BLANKET PO FOR MOTOR
565765	25935	ADVANCED AUTO PARTS	366147	240928	INV	02/07/2024	120.93	BLANKET PO FOR MOTOR
565766	39487	THE LINCOLN NATIONAL LIFE	366151		EFT	02/07/2024	4,032.20	LIFE AD&D JAN2024
565767	25935	ADVANCED AUTO PARTS	366148	240928	INV	02/07/2024	28.13	BLANKET PO FOR MOTOR
565768	25935	ADVANCED AUTO PARTS	366149	240928	INV	02/07/2024	27.59	BLANKET PO FOR MOTOR
565769	25935	ADVANCED AUTO PARTS	366150	240928	INV	02/07/2024	84.41	BLANKET PO FOR MOTOR
565770	25935	ADVANCED AUTO PARTS	366152	240928	INV	02/07/2024	214.84	BLANKET PO FOR MOTOR
565771	5078	AUTO ZONE INC	366153	240948	INV	02/07/2024	9.49	BLANKET PO / VEHICLE
565772	5078	AUTO ZONE INC	366154	240948	INV	02/07/2024	7.99	BLANKET PO / VEHICLE
565773	5078	AUTO ZONE INC	366155	240948	INV	02/07/2024	32.99	BLANKET PO / VEHICLE
565774	5078	AUTO ZONE INC	366156	240948	INV	02/07/2024	22.18	BLANKET PO / VEHICLE
565775	5078	AUTO ZONE INC	366157	240948	INV	02/07/2024	249.97	BLANKET PO / VEHICLE
565776	5078	AUTO ZONE INC	366158	240948	INV	02/07/2024	143.95	BLANKET PO / VEHICLE
565777	5078	AUTO ZONE INC	366159	240948	INV	02/07/2024	143.95	BLANKET PO / VEHICLE
565778	5078	AUTO ZONE INC	366160	240948	INV	02/07/2024	37.08	BLANKET PO / VEHICLE
565779	5078	AUTO ZONE INC	366161	240948	CRM	02/07/2024	-9.19	BLANKET PO / VEHICLE
565781	42757	PRO-SOURCE LLC	366165	240604	INV	02/07/2024	2,273.88	WAXING AND STRIPPING
565782	43022	JAAF LLC	366163	240145	EFT	02/07/2024	43.74	BLANKET PO FOR MOTOR
565783	43022	JAAF LLC	366164	240145	EFT	02/07/2024	62.26	BLANKET PO FOR MOTOR
565784	380	LOWES ACCTS RECEIVABLE PR	366166	240014	INV	02/07/2024	90.23	BLANKET PO FOR FY24
565785	329	GULF COAST BUSINESS SUPPL	366167	241032	EFT	02/07/2024	1,234.71	OFFICE SUPPLIES
565786	42260	MANDAL AUTOMOTIVE OF DIBE	366168	240768	INV	02/07/2024	450.00	BLANKET PO / VEHICLE
565787	389	OREILLY AUTO PARTS	366169	240770	EFT	02/07/2024	142.65	BLANKET PO / VEHICLE
565788	389	OREILLY AUTO PARTS	366170	240770	EFT	02/07/2024	58.80	BLANKET PO / VEHICLE
565789	389	OREILLY AUTO PARTS	366171	240770	EFT	02/07/2024	71.88	BLANKET PO / VEHICLE
565790	389	OREILLY AUTO PARTS	366172	240770	EFT	02/07/2024	111.14	BLANKET PO / VEHICLE
565791	380	LOWES ACCTS RECEIVABLE PR	366173	240014	INV	02/07/2024	9.06	BLANKET PO FOR FY24
565792	39322	KEAIR EDWARDS	366174		INV	02/07/2024	260.00	TRAVEL MEALS
565793	43151	JHS ENTERPRISES INC	366175	241052	EFT	02/07/2024	420.00	CALENDARS
565795	22287	PARTS AND SUPPLY INC	366177	240751	EFT	02/07/2024	205.76	BLANKET PO FOR MOTOR
565796	22287	PARTS AND SUPPLY INC	366178	240751	EFT	02/07/2024	852.16	BLANKET PO FOR MOTOR
565797	22287	PARTS AND SUPPLY INC	366179	240751	EFT	02/07/2024	131.14	BLANKET PO FOR MOTOR
565798	22287	PARTS AND SUPPLY INC	366180	240751	EFT	02/07/2024	29.82	BLANKET PO FOR MOTOR
565799	377	PERFORMANCE TIRE & WHEEL	366181	240612	EFT	02/07/2024	228.00	TIRES
565800	31544	SUN SOUTH LLC	366182	240133	EFT	02/07/2024	263.94	BLANKET PO FOR MOWER
565801	6528	FLEETCOR	366184		EFT	02/07/2024	56.53	1/8/2024-126553
565802	42605	DISTRIBUTORS HOLDING CORP	366183	240143	EFT	02/07/2024	64.39	BLANKET PO / VEHICLE
565805	166	CINTAS CORP 240	366186		EFT	02/07/2024	27.27	CARPET CLEANING
565806	380	LOWES ACCTS RECEIVABLE PR	366187	240109	INV	02/07/2024	149.58	BLANKET PO / SUPPLIES
565807	380	LOWES ACCTS RECEIVABLE PR	366188	240109	INV	02/07/2024	17.08	BLANKET PO / SUPPLIES

CITY OF GULFPORT

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VOUCHER	VENDOR		DOCUMENT	PO	TYPE	DUE DATE	AMOUNT	COMMENT
565808	6528	FLEETCOR	366189		EFT	02/07/2024	9,015.47	FUEL
565809	58	A T & T	366190		INV	02/07/2024	503.12	PHONE LINES
565810	43151	JHS ENTERPRISES INC	366191	241008	EFT	02/07/2024	52.00	BUSINESS CARDS / CASE
565811	43151	JHS ENTERPRISES INC	366192	241008	EFT	02/07/2024	52.00	BUSINESS CARDS / CASE
565812	329	GULF COAST BUSINESS SUPPL	366193	241032	EFT	02/07/2024	248.52	OFFICE SUPPLIES
565815	6528	FLEETCOR	366196		EFT	02/07/2024	68.66	1/8/2024-126556
565816	6528	FLEETCOR	366197		EFT	02/07/2024	1,342.57	1/8/2024-2094688
565818	2066	HAVARD PEST CONTROL	366198	240179	EFT	02/07/2024	200.00	PEST CONTROL
565825	23563	SUN COAST BUSINESS SUPPLY	366204	241034	EFT	02/07/2024	575.23	OFFICE SUPPLIES
565827	42408	ZACHARY NORTHINGTON	366205	241046	INV	02/07/2024	254.00	FOOD ALLOWANCE ALA
565828	43013	BRAIN ANSEMAN	366206	241044	INV	02/07/2024	232.00	FOOD ALLOWANCE MSFA M
565830	380	LOWES ACCTS RECEIVABLE PR	366209	240014	INV	02/07/2024	8.72	BLANKET PO FOR FY24
565831	468	HARRISON COUNTY UTILITY A	366208	240020	INV	02/07/2024	569,550.00	HCUA WASTEWATER & SOL
565832	883	WARREN PAVING INC	366210	240449	EFT	02/07/2024	31,710.33	WA 141: QUINCY (BAYOU
565833	610	SUNBELT FIRE INC	366211	240225	EFT	02/07/2024	441.06	BLANKET PO FY24
565834	883	WARREN PAVING INC	366212	240448	EFT	02/07/2024	68,585.36	WA 140: HARRISON (48
565835	610	SUNBELT FIRE INC	366213	240989	EFT	02/07/2024	701.71	VEHICLE MAINTENANCE /
565836	883	WARREN PAVING INC	366214	240453	EFT	02/07/2024	34,044.55	WA 139: KEYSER (COURT
565837	883	WARREN PAVING INC	366215	240719	EFT	02/07/2024	31,464.50	WA 153: PAGE RD (S SW
565838	883	WARREN PAVING INC	366216	240718	EFT	02/07/2024	35,413.60	WA 152: TOURIEL RD (H
565839	883	WARREN PAVING INC	366217	240406	EFT	02/07/2024	54,061.39	WA - 138 MIMA W4 KIMB
565842	39259	DNA UNDERGROUND LLC	366220	240291	EFT	02/07/2024	163,215.59	WA 20: CURB, GUTTER,
565843	41213	WILLIAM LEHMAN	366221	241056	INV	02/07/2024	345.00	BILLY - PER DIEM IISA
565844	43156	ALICIA CHAMBLESS	366222	241057	INV	02/07/2024	345.00	ALICIA - IISA TRADE S
565846	1254	MS MUNICIPAL CLERKS & COL	366223		INV	02/07/2024	115.00	2024 MMCCA DUES - BR
565849	220	NORMA JEAN SOROE	366226	240317	EFT	02/07/2024	224.53	TRANSCRIPTS FOR ALL M
565850	380	LOWES ACCTS RECEIVABLE PR	366227	240109	INV	02/07/2024	33.90	BLANKET PO / SUPPLIES
565852	1254	MS MUNICIPAL CLERKS & COL	366229		INV	02/07/2024	110.00	Rashida Bell - MS Mun
565856	42007	COMMUNICATIONS INTERNATIO	366231	240687	EFT	02/07/2024	150.00	BLANKET PO FY24
565857	24653	ITSAVVY LLC	366232	240995	EFT	02/07/2024	268.62	CANON SCANNER DR-C225
565858	2066	HAVARD PEST CONTROL	366233		EFT	02/07/2024	35.00	HAVARD PEST CONTROL M
565861	23563	SUN COAST BUSINESS SUPPLY	366237	240972	EFT	02/07/2024	39.52	OFFICE SUPPLIES
565864	10316	TYLER TECHNOLOGIES, INC.	366238	240930	INV	02/07/2024	342.24	1095 FORMS
565865	40197	AWARDS UNLIMITED	366239	240848	INV	02/07/2024	105.00	DESK NAME PLATES
565866	42266	SIJ HOLDINGS, LLC	366240	240213	EFT	02/07/2024	69.40	NEWSPAPER AND PUBLICA
565867	12198	TIMOTHY ISHEE	366241		INV	02/07/2024	26.00	AEMT RECERTIFICATION
565873	38362	CDW LLC	366243	241009	EFT	02/07/2024	8,883.12	VEEAM LICENSES RENEWA
565874	6528	FLEETCOR	366244		EFT	02/07/2024	178.13	VEHICLE FUEL
565875	6528	FLEETCOR	366245		EFT	02/07/2024	2,340.85	GFD FUELMAN CHARGES F
565876	20539	BANKS & BANKS, INC.	366246	241018	EFT	02/07/2024	720.98	TRAILER HITCH & STEP

ACCOUNTS PAYABLE WARRANT REPORT

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VOUCHER	VENDOR		DOCUMENT	PO	TYPE	DUE DATE	AMOUNT	COMMENT
565877	25373	AUTOMATION PERSONNEL SERV	366247		EFT	02/07/2024	328.80	TEMP SERVICES
565879	25373	AUTOMATION PERSONNEL SERV	366248		EFT	02/07/2024	548.00	TEMP SERVICES
565881	42266	SIJ HOLDINGS, LLC	366250	240924	EFT	02/07/2024	41.65	FY24 ADVERTISEMENT OF
565882	40826	TYREE A DAVIS	366251		EFT	02/07/2024	6,250.00	HARBOR LIGHTS BREAK D
565884	380	LOWES ACCTS RECEIVABLE PR	366253	240761	INV	02/07/2024	15.06	HL - OPEN PO
565885	1334	WALKER RENT ALL INC	366254		INV	02/07/2024	480.00	EQUIPMENT RENTAL
565886	35998	KINGS SPRINKLER SYSTEMS I	366255		EFT	02/07/2024	1,991.75	GRASSCUTTING CONTRACT
565887	71700	KREWE OF GEMINI	366256		INV	02/07/2024	840.00	2024 KREWE OF GEMINI
565888	380	LOWES ACCTS RECEIVABLE PR	366257	240761	INV	02/07/2024	263.76	HL - OPEN PO
565889	380	LOWES ACCTS RECEIVABLE PR	366258	240761	INV	02/07/2024	506.10	HL - OPEN PO
565890	1311	ALLEN BEVERAGES INC	366259		INV	02/07/2024	72.00	HARBOR LIGHTS - PEPSI
565891	107	BLOSSMAN GAS INC	366260		EFT	02/07/2024	240.00	HARBOR LIGHTS - PROPA
565892	42266	SIJ HOLDINGS, LLC	366261	240924	EFT	02/07/2024	41.50	FY24 ADVERTISEMENT OF
565893	107	BLOSSMAN GAS INC	366262		EFT	02/07/2024	285.00	HARBOR LIGHTS - PROPA
565894	43112	ELLIS AND ELLIS INC	366263		INV	02/07/2024	691.20	DIPPIN DOT RESALE
565895	15812	SORG PRINTING LLC	366264	240992	EFT	02/07/2024	395.00	FLYERS AND POSTERS -
565896	10120	B & H PHOTO	366265	240910	EFT	02/07/2024	997.31	PHOTO PRINTER/PAPER
565897	40826	TYREE A DAVIS	366266		EFT	02/07/2024	1,440.00	QUONSET HUT MOVE
565898	38362	CDW LLC	366267	232254	EFT	02/07/2024	442.96	HL WAREHOUSE CAMERAS
565899	4297	GRAYBAR ELECTRIC CO	366269	240567	EFT	02/07/2024	110.25	HL - CABLE CONNECTORS
565902	40928	DAVID HAUPTON CO., INC	366270	240524	INV	02/07/2024	430.00	NETS
565903	43151	JHS ENTERPRISES INC	366271	240981	EFT	02/07/2024	70.50	DADDY DAUGHTER DANCE
565904	24702	WEAVER ELECTRIC INC	366273		EFT	02/07/2024	2,020.00	LABOR
565905	26616	ULINE, INC.	366272	240988	EFT	02/07/2024	547.89	EVENT SUPPLIES
565906	18084	SWETMAN SECURITY SERVICE	366274	240201	EFT	02/07/2024	27,140.64	SECURITY SERVICES - H
565907	42233	VARSITY BRANDS HOLDING CO	366275	240872	EFT	02/07/2024	470.50	ATHLETIC SUPPLIES
565908	18121	QUALITY LOGO PRODUCTS INC	366276	240902	EFT	02/07/2024	914.00	BEADS FOR MARDI GRAS
565909	42233	VARSITY BRANDS HOLDING CO	366277	240907	EFT	02/07/2024	3,752.46	FIELD SUPPLIES
565910	42317	GULF COAST RESTROOM TRAIL	366278	240196	EFT	02/07/2024	51,100.00	RESTROOMS - HARBOR LI
565911	107	BLOSSMAN GAS INC	366285		EFT	02/07/2024	100.00	RENTAL
565912	18121	QUALITY LOGO PRODUCTS INC	366279	240998	EFT	02/07/2024	3,359.26	EASTER BUCKETS
565913	42875	ALLISTONS LLC	366280	241042	EFT	02/07/2024	551.70	EMPLOYEE UNIFORMS
565914	42875	ALLISTONS LLC	366281	241042	EFT	02/07/2024	292.95	EMPLOYEE UNIFORMS
565915	42266	SIJ HOLDINGS, LLC	366282	240924	EFT	02/07/2024	40.15	FY24 ADVERTISEMENT OF
565916	42266	SIJ HOLDINGS, LLC	366283	240924	EFT	02/07/2024	40.00	FY24 ADVERTISEMENT OF
565917	6528	FLEETCOR	366284		EFT	02/07/2024	123.06	FUELMAN EVENTS/HL NP6
565918	42266	SIJ HOLDINGS, LLC	366286	240924	EFT	02/07/2024	38.50	FY24 ADVERTISEMENT OF
565919	42266	SIJ HOLDINGS, LLC	366287	240924	EFT	02/07/2024	38.35	FY24 ADVERTISEMENT OF
565921	42266	SIJ HOLDINGS, LLC	366289	240924	EFT	02/07/2024	41.35	FY24 ADVERTISEMENT OF
565922	380	LOWES ACCTS RECEIVABLE PR	366290	240176	INV	02/07/2024	472.30	LANDSCAPE SUPPLIES

ACCOUNTS PAYABLE WARRANT REPORT

Warrant List by Voucher

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VOUCHER	VENDOR		DOCUMENT	PO	TYPE	DUE DATE	AMOUNT	COMMENT
565923	29827	SWANK MOTION PICTURES INC	366291	241070	INV	02/07/2024	3,775.00	CINEMA BY THE SHORE -
565924	15738	IHEARTMEDIA + ENTERTAINME	366292		INV	02/07/2024	6,770.00	HL ADVERTISEMENT - CO
565925	35999	GULF BREEZE LANDSCAPING L	366293		EFT	02/07/2024	13,865.00	GRASSCUTTING CONTRACT
565926	15738	IHEARTMEDIA + ENTERTAINME	366294		INV	02/07/2024	1,740.00	HL ADVERTISEMENT - CO
565927	15738	IHEARTMEDIA + ENTERTAINME	366295		INV	02/07/2024	1,485.00	HL ADVERTISEMENT - CO
565930	11022	MS COAST TRANSPORTATION A	366296		EFT	02/07/2024	65,000.00	HL TRANSPORT - COUNCI
565931	18084	SWETMAN SECURITY SERVICE	366297		EFT	02/07/2024	550.50	HL - PARKING DETAIL
565932	35999	GULF BREEZE LANDSCAPING L	366298		EFT	02/07/2024	1,555.00	GRASSCUTTING CONTRACT
565933	18084	SWETMAN SECURITY SERVICE	366299		EFT	02/07/2024	14,598.38	HL - PARKING DETAIL
565935	9990	WILLIAM SUMMERALL/ SUMMER	366301		INV	02/07/2024	140.00	OFFICE SUPPLIES
565936	2264	AYERS DISTRIBUTION COMPAN	366302	240990	EFT	02/07/2024	1,192.00	EASTER EGGS FILLED
565937	1334	WALKER RENT ALL INC	366303		INV	02/07/2024	120.00	EQUIPMENT RENTAL
565938	24702	WEAVER ELECTRIC INC	366304		EFT	02/07/2024	244.00	HL - TRAIN LIGHTS
565939	1334	WALKER RENT ALL INC	366305		INV	02/07/2024	352.95	EQUIPMENT RENTAL
565940	6528	FLEETCOR	366306		EFT	02/07/2024	37.69	FUELMAN- EXPLORER EVE
565941	16063	FAZZIOS HOME & FARM CENTE	366307	240925	INV	02/07/2024	1,752.75	RYE GRASS
565942	20335	TURF MASTERS LAWN CARE, I	366308	232702	EFT	02/07/2024	687.46	LAWN CARE FOR CENTENN
565943	484	HELWICK ELECTRONICS	366309	240947	INV	02/07/2024	361.90	MIC SYSTEM
565944	6528	FLEETCOR	366310		EFT	02/07/2024	92.80	FUELMAN - NP65803400
565945	320	KEELING CO	366311	240627	EFT	02/07/2024	273.43	SUPPLIES
565946	42875	ALLISTONS LLC	366312		EFT	02/07/2024	57.99	HL - EMPLOYEE UNIFORM
565947	42875	ALLISTONS LLC	366313		EFT	02/07/2024	107.94	EMPLOYEE UNIFORMS
565948	15563	MORRIS NETWORK OF MS	366314		INV	02/07/2024	6,360.00	HL - ADVERTISEMENT -
565950	9990	ANDREW STRAYHAM / STRAYHA	366316		INV	02/07/2024	30.00	REFUND FOR DUPLICATE
565951	43151	JHS ENTERPRISES INC	366317	240996	EFT	02/07/2024	27.95	SIGNATURE STAMP FOR C
565952	380	LOWES ACCTS RECEIVABLE PR	366318		INV	02/07/2024	88.30	SUPPLIES
565953	380	LOWES ACCTS RECEIVABLE PR	366319		INV	02/07/2024	128.15	SUPPLIES
565954	380	LOWES ACCTS RECEIVABLE PR	366320		INV	02/07/2024	65.50	SUPPLIES
565955	380	LOWES ACCTS RECEIVABLE PR	366321		INV	02/07/2024	19.54	SUPPLIES
565956	380	LOWES ACCTS RECEIVABLE PR	366322		INV	02/07/2024	12.32	SUPPLIES
565957	380	LOWES ACCTS RECEIVABLE PR	366323		INV	02/07/2024	9.01	SUPPLIES
565958	23563	SUN COAST BUSINESS SUPPLY	366324	241079	EFT	02/07/2024	3.00	SUPPLY ORDER
565959	39331	BXS INSURANCE, INC	366325		EFT	02/07/2024	50.00	Renewal Notary Public
565961	33798	CINTAS CORPORATION NO 2	366327		EFT	02/07/2024	37.07	RUG CLEANING AT CITY
565962	1166	KENS HARDWARE & MARINE SU	366328	240811	INV	02/07/2024	40.50	SUPPLIES
565963	307	NECAISE LOCKSMITH SERVICE	366329	240184	EFT	02/07/2024	15.00	OPEN PO FOR HARBOR
565966	25565	SCRIBBLE SOFTWARE, INC.	366331		INV	02/07/2024	240.00	97505
565967	380	LOWES ACCTS RECEIVABLE PR	366332	240057	INV	02/07/2024	81.32	OPEN PO - EVENT EXPEN
565968	40979	UNITED STATES PLASTIC COR	366333	240387	INV	02/07/2024	579.50	PP H20 ADAPTER 3/4" M
565969	18084	SWETMAN SECURITY SERVICE	366334		EFT	02/07/2024	406.80	16796

CITY OF GULFPORT

ACCOUNTS PAYABLE WARRANT REPORT

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VOUCHER	VENDOR		DOCUMENT	PO	TYPE	DUE DATE	AMOUNT	COMMENT
565971	609	WARING OIL COMPANY LLC	366336	240895	EFT	02/07/2024	2,316.00	OIL
565972	42444	RUSSOM'S GULF COAST	366337	240142	EFT	02/07/2024	492.80	BLANKET PO / VEHICLE
565973	27268	AIRGAS INC	366338	241043	INV	02/07/2024	74.19	HEAVY DUTY HAND CLEAN
565974	40138	AMTEC LESS LETHAL SYSTEMS	366339	232850	EFT	02/07/2024	3,462.45	SWAT EQUIPMENT
565975	20675	CHANCELLOR SUPPLY, INC	366340	240126	EFT	02/07/2024	44.00	BLANKET PO / PART AND
565976	40516	DANA SAFETY SUPPLY	366341	240136	EFT	02/07/2024	737.12	LIGHTS / SIRENS
565977	40516	DANA SAFETY SUPPLY	366342	240136	EFT	02/07/2024	1,414.56	LIGHTS / SIRENS
565978	166	CINTAS CORP 240	366343		EFT	02/07/2024	27.27	CARPET CLEANING
565979	26616	ULINE, INC.	366344	240978	EFT	02/07/2024	961.86	CRIME SCENE TAPE
565981	26616	ULINE, INC.	366346	240978	EFT	02/07/2024	1,445.50	CRIME SCENE TAPE
565982	2802	EVIDENT INC	366347	240736	EFT	02/07/2024	95.00	FORENSIC SUPPLIES
565983	216	EQUIFAX CREDIT INFORMATIO	366348		INV	02/07/2024	111.74	ACCOUNT B01538/ SERVI
565984	216	EQUIFAX CREDIT INFORMATIO	366349		INV	02/07/2024	102.00	ACCOUNT 432YC00341 /
565986	39312	AT&T MOBILITY II LLC	366350		INV	02/07/2024	9,471.60	FIRST NET PHONES
565987	1981	DENIS DAVIDSON	366351		INV	02/07/2024	40.00	EMS PROVIDER CERTIFIC
565988	1981	DENIS DAVIDSON	366352		INV	02/07/2024	25.00	NATIONAL EMT RECERTIF
565989	23107	CENTERPOINT ENERGY RESOUR	366353		INV	02/07/2024	391.26	GAS FOR STATION 6
565990	23654	TEC OF JACKSON INC	366354		EFT	02/07/2024	387.04	030818
565991	23654	TEC OF JACKSON INC	366355		EFT	02/07/2024	259.31	030818
565992	13406	JOHN FAYARD MOVING & WHSE	366356		EFT	02/07/2024	100.00	RS1545
565994	2066	HAVARD PEST CONTROL	366357		EFT	02/07/2024	16.66	PEST MONTHLY
565995	380	LOWES ACCTS RECEIVABLE PR	366358	241031	INV	02/07/2024	29.26	OPEN PO FOR SUPPLIES
565996	380	LOWES ACCTS RECEIVABLE PR	366359	241031	INV	02/07/2024	64.56	OPEN PO FOR SUPPLIES
565998	611	SOUTHERN PIPE & SUPPLY CO	366361	240044	EFT	02/07/2024	12.12	OPEN PO FOR SUPPLIES
565999	611	SOUTHERN PIPE & SUPPLY CO	366362	240044	EFT	02/07/2024	8.97	OPEN PO FOR SUPPLIES
566000	42266	SIJ HOLDINGS, LLC	366363	240007	EFT	02/07/2024	131.12	LEGAL NOTICES
566001	41824	GREENPOINT AG HOLDINGS, L	366364	240725	EFT	02/07/2024	4,447.40	CHEMICALS
566002	357	LAND SHAPER INC	366365	240906	EFT	02/07/2024	1,080.00	RED SAND MIX
566004	380	LOWES ACCTS RECEIVABLE PR	366366	240182	INV	02/07/2024	102.48	SUPPLIES
566005	29983	PENICK FOREST PRODUCTS IN	366367	241064	EFT	02/07/2024	3,238.50	MULCH
566006	17386	JOHN MCADAMS, CHANCERY CL	366369		INV	02/07/2024	26.00	EASEMENT RECEIPT#1873
566007	166	CINTAS CORP 240	366368	240944	EFT	02/07/2024	106.71	FIRST AID SUPPLIES
566008	397	PINES HILLS NURSERY & GAR	366370	240309	INV	02/07/2024	4,900.00	FLOWERS
566010	3764	ALL SAFE TECHNOLOGIES LLC	366371	240362	INV	02/07/2024	2,375.73	SECURITY SYSTEM
566011	42660	WOLVERTON PROPERTY MANAGE	366372		EFT	02/07/2024	8,100.00	GRASSCUTTING CONTRACT
566012	357	LAND SHAPER INC	366373	240906	EFT	02/07/2024	306.00	RED SAND MIX
566013	11185	LEE J JOHNSON	366374	240955	INV	02/07/2024	2,500.00	LABOR
566014	35145	ESTATE MANAGEMENT SERVICE	366375		EFT	02/07/2024	1,507.71	POND SERVICE
566017	6528	FLEETCOR	366377		EFT	02/07/2024	119.31	FUEL FOR BM VEHICLES
566018	6528	FLEETCOR	366378		EFT	02/07/2024	141.91	FUEL FOR BM VEHICLES

CITY OF GULFPORT

ACCOUNTS PAYABLE WARRANT REPORT

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VOUCHER	VENDOR		DOCUMENT	PO	TYPE	DUE DATE	AMOUNT	COMMENT
566021	380	LOWES ACCTS RECEIVABLE PR	366381	240043	INV	02/07/2024	25.90	OPEN PO FOR SUPPLIES
566022	21579	QUADIENT LEASING USA, INC	366498		EFT	02/07/2024	140.85	METER RENTAL-CONTRACT
566023	380	LOWES ACCTS RECEIVABLE PR	366382	240043	INV	02/07/2024	21.84	OPEN PO FOR SUPPLIES
566024	380	LOWES ACCTS RECEIVABLE PR	366383	241031	INV	02/07/2024	80.75	OPEN PO FOR SUPPLIES
566026	380	LOWES ACCTS RECEIVABLE PR	366385	241031	INV	02/07/2024	32.62	OPEN PO FOR SUPPLIES
566027	380	LOWES ACCTS RECEIVABLE PR	366386	241031	INV	02/07/2024	43.65	OPEN PO FOR SUPPLIES
566028	39555	ASAP PLUMBING LLC	366387	241045	EFT	02/07/2024	310.00	BAYOU VIEW PARK RESTR
566029	329	GULF COAST BUSINESS SUPPL	366388	241038	EFT	02/07/2024	1,129.96	JANITORIAL SUPPLIES
566031	41824	GREENPOINT AG HOLDINGS, L	366389	240952	EFT	02/07/2024	4,886.10	CHEMICALS
566032	24702	WEAVER ELECTRIC INC	366390	240544	EFT	02/07/2024	2,400.00	ELECTRICAL REPAIR
566033	93295	ALLEN BEVERAGES, INC	366391	240180	INV	02/07/2024	660.00	WATER
566034	39264	TOTAL EQUIPMENT MAINTENAN	366392	240950	EFT	02/07/2024	137.50	EQUIPMENT REPAIRS
566035	43077	MURRAYS NURSERY LLC	366393	240896	INV	02/07/2024	2,345.00	PLANTS
566036	11424	EAGLE ENERGY INC.	366395		EFT	02/07/2024	3,839.22	FUEL FOR RESALE
566037	610	SUNBELT FIRE INC	366394	240225	EFT	02/07/2024	465.00	BLANKET PO FY2024
566038	42634	TAYLOR MADE LAWN CARE INC	366396	240778	INV	02/07/2024	503.67	GROUNDS MAINTENANCE C
566040	329	GULF COAST BUSINESS SUPPL	366398		EFT	02/07/2024	174.02	SUPPLIES
566041	24702	WEAVER ELECTRIC INC	366399	240871	EFT	02/07/2024	1,280.00	ELECTRICAL REPAIR
566042	1961	COVINGTON FLOORING CO INC	366400	240476	INV	02/07/2024	3,345.00	GASTON POINT FLOOR
566043	42910	LAUREN FENNEL	366401	240909	INV	02/07/2024	71.00	EMBROIDERY FOR BM UNI
566047	357	LAND SHAPER INC	366405	241103	EFT	02/07/2024	1,062.00	URGENT -- FILL SAND (
566048	129	BAY MOTOR WINDING INC	366406	240352	EFT	02/07/2024	15,881.00	REPAIR OF WEST SIDE P
566050	357	LAND SHAPER INC	366408	240917	EFT	02/07/2024	31,300.00	RESTOCK INVENTORY - T
566051	3180	UNITED RENTALS NORTH AMER	366409	240984	EFT	02/07/2024	198.00	RESTOCK INVENTORY - T
566052	42020	B&R INDUSTRIAL SUPPLY, IN	366410	241049	EFT	02/07/2024	2,906.68	CRYSTALLINE SOLID ICE
566053	23563	SUN COAST BUSINESS SUPPLY	366411	241090	EFT	02/07/2024	1,021.49	SUPPLIES
566054	611	SOUTHERN PIPE & SUPPLY CO	366412	240629	EFT	02/07/2024	5,916.80	RESTOCK INVENTORY --
566055	41691	FERGUSON US HOLDINGS, INC	366413	240964	EFT	02/07/2024	150.00	RESTOCK INVENTORY - C
566056	611	SOUTHERN PIPE & SUPPLY CO	366414	240734	EFT	02/07/2024	2,830.00	RESTOCK INVENTORY - 6
566057	611	SOUTHERN PIPE & SUPPLY CO	366415	240982	EFT	02/07/2024	6,200.00	RESTOCK INVENTORY --
566058	611	SOUTHERN PIPE & SUPPLY CO	366416	232536	EFT	02/07/2024	3,597.00	RESTOCK INVENTORY
566059	611	SOUTHERN PIPE & SUPPLY CO	366417	240916	EFT	02/07/2024	60,480.00	RESTOCK INVENTORY --
566060	611	SOUTHERN PIPE & SUPPLY CO	366418	240918	EFT	02/07/2024	610.00	RESTOCK INVENTORY - 1
566061	1384	OFFICE FURNITURE SOLUTION	366419	240983	EFT	02/07/2024	993.38	REPLACEMENT OFFICE CH
566062	384	GALLS LLC	366420	240851	EFT	02/07/2024	139.99	UNIFORM PANTS FOR NEW
566063	1009	VULCAN INC	366421	240762	EFT	02/07/2024	1,034.64	RESTOCK
566064	1009	VULCAN INC	366422	240762	EFT	02/07/2024	3,903.00	RESTOCK
566065	1009	VULCAN INC	366423	240762	EFT	02/07/2024	2,974.00	RESTOCK
566066	40182	WASTE PRO OF MISSISSIPPI	366424		EFT	02/07/2024	324.89	DUMPSTER
566067	39021	BOOT OUTLET LLC	366425	241014	EFT	02/07/2024	154.95	REPLACEMENT BOOTS FOR

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VOUCHER	VENDOR		DOCUMENT	PO	TYPE	DUE DATE	AMOUNT	COMMENT
566068	2175	GULF COAST PUMP & EQUIPME	366426	240244	INV	02/07/2024	3,992.96	BASES FOR OAKLEIGH MA
566069	23563	SUN COAST BUSINESS SUPPLY	366427	240926	EFT	02/07/2024	463.66	Supplies Gaston Point
566070	42020	B&R INDUSTRIAL SUPPLY, IN	366429	240965	EFT	02/07/2024	140.30	FOR CREEL, AIRPORT &
566071	27268	AIRGAS INC	366428		INV	02/07/2024	328.47	HELIUM / GAS
566072	24702	WEAVER ELECTRIC INC	366430	240869	EFT	02/07/2024	4,960.00	LABOR TO INSTALL NEW
566073	42912	JEFCOAT RECREATION AND CO	366431	240661	INV	02/07/2024	3,186.86	BENCH
566074	60	A1 BATTERY INC	366432	240999	EFT	02/07/2024	399.00	BACK UP BATTERIES TO
566076	166	CINTAS CORP 240	366433		EFT	02/07/2024	167.43	UNIFORMS
566077	4297	GRAYBAR ELECTRIC CO	366434	240315	EFT	02/07/2024	5,354.01	DISCONNECT PANEL, FUS
566079	329	GULF COAST BUSINESS SUPPL	366436	241077	EFT	02/07/2024	89.30	SUPPLY ORDER
566080	21892	HD SUPPLY INC	366437	240985	INV	02/07/2024	2,393.79	WIKA PRESSURE TRANSMI
566081	43151	JHS ENTERPRISES INC	366438	241016	EFT	02/07/2024	52.00	REVISED BUSINESS CARD
566082	43151	JHS ENTERPRISES INC	366439	241016	EFT	02/07/2024	52.00	REVISED BUSINESS CARD
566083	43151	JHS ENTERPRISES INC	366440	240897	EFT	02/07/2024	1,032.00	BUSINESS CARDS FOR RO
566084	275	J H WRIGHT & ASSOC	366441	240962	EFT	02/07/2024	1,560.00	FIELD SERVICE AT DEDE
566085	275	J H WRIGHT & ASSOC	366442	240022	EFT	02/07/2024	2,210.00	REPLACE M80 AT ANG 40
566086	40514	WOERNER LANDSCAPE SOURCE	366443	240763	EFT	02/07/2024	3,465.00	ST. AUGUSTINE SOD FOR
566087	10297	DESIGN PRECAST INC	366444	240919	EFT	02/07/2024	7,896.00	RESTOCK INVENTORY --
566088	10297	DESIGN PRECAST INC	366445	240919	EFT	02/07/2024	7,862.40	RESTOCK INVENTORY --
566089	10297	DESIGN PRECAST INC	366446	240919	EFT	02/07/2024	1,965.60	RESTOCK INVENTORY --
566090	17329	SOUTHERN WATERWORKS SUPP	366447	240697	INV	02/07/2024	1,376.10	RESTOCK INVENTORY
566091	17329	SOUTHERN WATERWORKS SUPP	366448	240825	INV	02/07/2024	660.00	RESTOCK INVENTORY - 2
566092	518	TEMPLE INC	366449	240845	EFT	02/07/2024	2,208.00	STOCK MATERIAL
566093	41691	FERGUSON US HOLDINGS, INC	366450	240801	EFT	02/07/2024	287.25	RESTOCK INVENTORY - 4
566094	41691	FERGUSON US HOLDINGS, INC	366451	240553	EFT	02/07/2024	1,950.00	RESTOCK INVENTORY --
566095	43171	DORIC SOUTH MANAGEMENT IN	366452		INV	02/07/2024	500.00	GRAVE FEE
566096	530	HOWARD SMITH EQUIPMENT	366453	240009	EFT	02/07/2024	39.22	BLANKET PO FOR FY24
566111	380	LOWES ACCTS RECEIVABLE PR	366468	241031	INV	02/07/2024	50.54	OPEN PO FOR SUPPLIES
566113	860	THE SHERWIN WILLIAMS CO	366470	240591	EFT	02/07/2024	139.61	SUPPLIES
566130	294	JERRYS LAWNMOWER SALES &	366487	240782	EFT	02/07/2024	820.33	SUPPLIES
566141	398	PITNEY BOWES INC	366550		INV	02/07/2024	121.58	Ink
566143	13879	GULFPORT MAIN STREET ASSO	366499		INV	02/07/2024	25,000.00	ANNUAL ADMINISTRATION
566146	2066	HAVARD PEST CONTROL	366500		EFT	02/07/2024	115.00	PEST MONTHLY RODENT
566152	42450	ISAIAH MORGAN	366503		EFT	02/07/2024	640.00	1/8/24-1/27/24
566153	2066	HAVARD PEST CONTROL	366504		EFT	02/07/2024	119.00	LIQUID TERMITE CONTRA
566155	1672	ANDREA MORGAN	366506		INV	02/07/2024	780.00	1/8/24-1/27/24
566156	42675	ELITE SCREEN PRINTING LLC	366507	240648	INV	02/07/2024	225.26	SHIRTS
566157	43158	REED DWANE	366508		EFT	02/07/2024	650.00	1/8/24-1/27/24
566159	43160	COURTNEY BEAVERS JR	366510		EFT	02/07/2024	225.00	1/8/24-1/27/24
566161	12506	ERIC HILL	366512		EFT	02/07/2024	375.00	1/8/24-1/27/24

CITY OF GULFPORT

ACCOUNTS PAYABLE WARRANT REPORT

Warrant List by Voucher

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VOUCHER	VENDOR		DOCUMENT	PO	TYPE	DUE DATE	AMOUNT	COMMENT
566163	42675	ELITE SCREEN PRINTING LLC	366513	240606	INV	02/07/2024	1,246.77	UNIFORMS
566164	753	EULA R JOSEPH	366514		EFT	02/07/2024	150.00	1/8/24-1/27/24
566175	43167	EVAN HOWARD	366548		INV	02/07/2024	50.00	1/8/24-1/27/24
566176	42675	ELITE SCREEN PRINTING LLC	366549	240606	INV	02/07/2024	25.06	UNIFORMS
566177	4683	GABRIEL MAKONNEN SHABAZZ	366551		EFT	02/07/2024	325.00	1/8/24-1/27/24
566178	6528	FLEETCOR	366552		EFT	02/07/2024	38.73	EVENTS 2224103
566179	53	GARY E ALEXANDER	366555		INV	02/07/2024	100.00	1/8/24-1/27/24
566180	43163	AARON LYNN VOGEL	366554		INV	02/07/2024	32.00	TRAVEL MEALS
566181	6528	FLEETCOR	366553		EFT	02/07/2024	38.21	EVENTS 2224103
566182	43089	JAMES M LADNER	366556		INV	02/07/2024	32.00	TRAVEL MEALS
566183	553	SOUTH MS BUSINESS MACHINE	366557		EFT	02/07/2024	475.00	KIP SYS660K 14800269
566184	42792	JUAN A LOCKETT JR	366558		EFT	02/07/2024	275.00	1/8/24-1/27/24
566186	41134	JULIUS BUCKHALTER	366559		EFT	02/07/2024	525.00	1/8/24-1/27/24
566187	398	PITNEY BOWES INC	366560		INV	02/07/2024	240.45	QUARTERLY RENTAL
566188	398	PITNEY BOWES INC	366561		INV	02/07/2024	240.45	QUARTERLY RENTAL
566189	398	PITNEY BOWES INC	366562		INV	02/07/2024	240.45	QUARTERLY RENTAL
566190	398	PITNEY BOWES INC	366563		INV	02/07/2024	240.45	QUARTERLY RENTAL
566191	398	PITNEY BOWES INC	366564		INV	02/07/2024	240.45	QUARTERLY RENTAL
566192	398	PITNEY BOWES INC	366565		INV	02/07/2024	240.45	QUARTERLY RENTAL
566193	398	PITNEY BOWES INC	366566		INV	02/07/2024	240.45	QUARTERLY RENTAL
566194	398	PITNEY BOWES INC	366567		INV	02/07/2024	240.45	QUARTERLY RENTAL
566195	398	PITNEY BOWES INC	366568		INV	02/07/2024	240.45	QUARTERLY RENTAL
566196	398	PITNEY BOWES INC	366569		INV	02/07/2024	240.45	QUARTERLY RENTAL
566197	19073	LARRY M DAVIS	366593		INV	02/07/2024	375.00	1/8/24-1/27/24
566198	43159	LEONARD BENNETT	366594		INV	02/07/2024	175.00	1/8/24-1/27/24
566199	10126	LIONEL TURNER	366595		EFT	02/07/2024	75.00	1/8/24-1/27/24
566211	43166	MELINDA ANN SMITH	366607		EFT	02/07/2024	50.00	1/8/24-1/27/24
566212	17965	MITCHEAL CLARK	366608		INV	02/07/2024	100.00	1/8/24-1/27/24
566213	42012	SHEKIBA BROWN	366609		EFT	02/07/2024	150.00	1/8/24-1/27/24
566216	6528	FLEETCOR	366611		EFT	02/07/2024	18.26	01/22/2024-126553
566217	42266	SIJ HOLDINGS, LLC	366612	240213	EFT	02/07/2024	70.45	NEWSPAPER AND PUBLICA
566218	42875	ALLISTONS LLC	366613	240843	EFT	02/07/2024	106.91	TSHIRTS
566219	17929	UNIVERSAL COMONE LLC	366614	241040	EFT	02/07/2024	20,795.00	UNIVERASL COMONE MAIN
566220	2592	HANCOCK BANK/WHITNEY BANK	366615		INV	02/07/2024	892,882.50	MDBGPTSOGO21
566222	3220	GREEN FOREST NURSERY INC	366616	240772	INV	02/07/2024	332.70	MEMORIAL TREES
566223	9995	JESSICA WOOD	366617		INV	02/07/2024	100.00	REFUND-WESTSIDE-1/20/
566224	9995	NAKISHA HENDERSDON	366618		INV	02/07/2024	175.00	REFUND-WESTSIDE-1/20/
566225	9995	LORI GIVENS	366619		INV	02/07/2024	100.00	REFUND-GASTON POINT-1
566226	58	A T & T	366620		INV	02/07/2024	41.75	228 868 5800 421 0594
566227	58	A T & T	366621		INV	02/07/2024	35.80	228 868 5800 421 0594

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Warrant List by Voucher

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VOUCHER	VENDOR	DOCUMENT	PO	TYPE	DUE DATE	AMOUNT	COMMENT
566228	58 A T & T	366622		INV	02/07/2024	241.19	228 868 5800 421 0594
566229	58 A T & T	366623		INV	02/07/2024	42.66	228 868 5800 421 0594
566230	58 A T & T	366624		INV	02/07/2024	1,262.49	228 868 5800 421 0594
566231	58 A T & T	366625		INV	02/07/2024	1,753.82	228 868 5800 421 0594
566232	58 A T & T	366626		INV	02/07/2024	849.33	228 868 5800 421 0594
566233	58 A T & T	366627		INV	02/07/2024	167.10	228 868 5800 421 0594
566234	58 A T & T	366628		INV	02/07/2024	25.81	228 868 5800 421 0594
566235	58 A T & T	366629		INV	02/07/2024	19.87	228 868 5800 421 0594
566236	58 A T & T	366630		INV	02/07/2024	2,202.71	228 868 5800 421 0594
566237	58 A T & T	366631		INV	02/07/2024	67.63	228 868 5800 421 0594
566238	58 A T & T	366632		INV	02/07/2024	300.29	228 868 5800 421 0594
566239	58 A T & T	366633		INV	02/07/2024	13.35	228 868 5800 421 0594
566240	58 A T & T	366634		INV	02/07/2024	619.57	228 868 5800 421 0594
566241	58 A T & T	366635		INV	02/07/2024	329.21	228 868 5800 421 0594
566242	58 A T & T	366636		INV	02/07/2024	11.24	228 868 5800 421 0594
566243	58 A T & T	366637		INV	02/07/2024	434.49	228 868 5800 421 0594
566244	58 A T & T	366638		INV	02/07/2024	40.46	228 831 0701 701 0596
566245	58 A T & T	366639		INV	02/07/2024	40.46	228 831 0701 701 0596
566246	58 A T & T	366640		INV	02/07/2024	751.77	228 831 0701 701 0596
566247	58 A T & T	366641		INV	12/28/2024	4.10	228 M23 9239 001 0595
566248	58 A T & T	366642		INV	12/28/2024	3.52	228 M23 9239 001 0595
566249	58 A T & T	366643		INV	12/28/2024	23.69	228 M23 9239 001 0595
566250	58 A T & T	366644		INV	12/28/2024	4.19	228 M23 9239 001 0595
566251	58 A T & T	366645		INV	12/28/2024	124.02	228 M23 9239 001 0595
566252	58 A T & T	366646		INV	12/28/2024	172.29	228 M23 9239 001 0595
566253	58 A T & T	366647		INV	12/28/2024	83.44	228 M23 9239 001 0595
566254	58 A T & T	366648		INV	12/28/2024	16.42	228 M23 9239 001 0595
566255	58 A T & T	366649		INV	12/28/2024	2.54	228 M23 9239 001 0595
566256	58 A T & T	366650		INV	12/28/2024	1.95	228 M23 9239 001 0595
566257	58 A T & T	366651		INV	12/28/2024	216.39	228 M23 9239 001 0595
566258	58 A T & T	366652		INV	12/28/2024	6.64	228 M23 9239 001 0595
566259	58 A T & T	366653		INV	12/28/2024	29.50	228 M23 9239 001 0595
566260	58 A T & T	366654		INV	12/28/2024	1.32	228 M23 9239 001 0595
566261	58 A T & T	366655		INV	12/28/2024	60.87	228 M23 9239 001 0595
566262	58 A T & T	366656		INV	12/28/2024	32.34	228 M23 9239 001 0595
566263	58 A T & T	366657		INV	12/28/2024	1.10	228 M23 9239 001 0595
566264	58 A T & T	366658		INV	12/28/2024	42.68	228 M23 9239 001 0595
566265	58 A T & T	366659		INV	02/07/2024	214.61	831 001 1096 927
566266	58 A T & T	366660		INV	02/07/2024	1,596.42	831 000 6763 753
566267	58 A T & T PRO - CABS	366661		INV	02/07/2024	4,689.51	601 N10 0117 117

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ACCOUNTS PAYABLE WARRANT REPORT

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WARRANT: 02072024 02/07/2024

VOUCHER	VENDOR		DOCUMENT	PO	TYPE	DUE DATE	AMOUNT	COMMENT
566269	41691	FERGUSON US HOLDINGS, INC	366674	240028	EFT	02/07/2024	16.08	BLANKET PO FOR FY 202
566270	41691	FERGUSON US HOLDINGS, INC	366675	240028	EFT	02/07/2024	33.54	BLANKET PO FOR FY 202
566271	41691	FERGUSON US HOLDINGS, INC	366676	240028	EFT	02/07/2024	18.82	BLANKET PO FOR FY 202
566272	41691	FERGUSON US HOLDINGS, INC	366677	240028	EFT	02/07/2024	756.99	BLANKET PO FOR FY 202
566273	41691	FERGUSON US HOLDINGS, INC	366678	240028	EFT	02/07/2024	52.00	BLANKET PO FOR FY 202
566274	41691	FERGUSON US HOLDINGS, INC	366679	240028	EFT	02/07/2024	134.81	BLANKET PO FOR FY 202
566275	41691	FERGUSON US HOLDINGS, INC	366680	240028	EFT	02/07/2024	544.32	BLANKET PO FOR FY 202
566276	41691	FERGUSON US HOLDINGS, INC	366681	240028	EFT	02/07/2024	30.00	BLANKET PO FOR FY 202
566277	41691	FERGUSON US HOLDINGS, INC	366682	240028	EFT	02/07/2024	110.60	BLANKET PO FOR FY 202
566278	41691	FERGUSON US HOLDINGS, INC	366683	240028	EFT	02/07/2024	15.00	BLANKET PO FOR FY 202
566279	9995	FIRST MISSIONARY BAPTIST	366684		INV	02/07/2024	200.00	REFUND-LYMAN-1/20/202
566280	41691	FERGUSON US HOLDINGS, INC	366685	240028	EFT	02/07/2024	110.00	BLANKET PO FOR FY 202
566282	380	LOWES ACCTS RECEIVABLE PR	366686	240058	INV	02/07/2024	39.78	BLANKET FOR FY 2024
566283	39331	BXS INSURANCE, INC	366688		EFT	02/07/2024	50.00	Renewal Notary Public
566284	39331	BXS INSURANCE, INC	366689		EFT	02/07/2024	50.00	Renewal Notary Public
566285	380	LOWES ACCTS RECEIVABLE PR	366690	240058	INV	02/07/2024	122.46	BLANKET FOR FY 2024
566286	380	LOWES ACCTS RECEIVABLE PR	366691	240058	INV	02/07/2024	10.21	BLANKET FOR FY 2024
566287	3791	PACER SERVICE CENTER	366693		EFT	02/07/2024	64.90	3RD QTR 7/1/23-9/30/2
566288	42389	LMR HARDWARE	366692	240029	EFT	02/07/2024	19.98	BLANKET PO FOR FY 202
566289	42389	LMR HARDWARE	366694	240029	EFT	02/07/2024	35.72	BLANKET PO FOR FY 202
566290	42812	MOBILE SOLVENTS & SUPPLY	366695	240008	EFT	02/07/2024	7,897.50	BLKT PO FOR CHLROINE
566292	39312	AT&T MOBILITY II LLC	366697		INV	02/07/2024	80.46	287310505328
566293	39312	AT&T MOBILITY II LLC	366698		INV	02/07/2024	49.98	287310505328
566294	39312	AT&T MOBILITY II LLC	366699		INV	02/07/2024	80.46	287310505328
566295	39312	AT&T MOBILITY II LLC	366700		INV	02/07/2024	49.98	287310505328
566296	39312	AT&T MOBILITY II LLC	366701		INV	02/07/2024	49.48	287310505328
566297	39312	AT&T MOBILITY II LLC	366702		INV	02/07/2024	49.98	287310505328
566298	39312	AT&T MOBILITY II LLC	366703		INV	02/07/2024	1,854.41	287290411730
566306	307	NECAISE LOCKSMITH SERVICE	366724	240032	EFT	02/07/2024	14.75	BLANKET PO FOR LOCK S
566307	39246	SOUTHERN FIRE SPRINKLER	366722	232948	EFT	02/07/2024	1,310.00	HOOD CLEANING
566308	3791	PACER SERVICE CENTER	366723		EFT	02/07/2024	31.20	4TH QTR 10/1/23-12/31
566309	307	NECAISE LOCKSMITH SERVICE	366725	240032	EFT	02/07/2024	8.00	BLANKET PO FOR LOCK S
566310	1054	MICRO METHODS INC	366726	240954	EFT	02/07/2024	60.00	BLANKET PO FOR WATER
566311	1054	MICRO METHODS INC	366727	240954	EFT	02/07/2024	760.00	BLANKET PO FOR WATER
566312	34366	GLOBAL EQUIPMENT COMPANY	366728	241075	INV	02/07/2024	5,142.34	WAREHOUSE SHELVING UN
566313	1054	MICRO METHODS INC	366729	240954	EFT	02/07/2024	60.00	BLANKET PO FOR WATER
566314	20675	CHANCELLOR SUPPLY, INC	366730	240127	EFT	02/07/2024	28.06	BLANKET PO FOR FY 202
566315	20659	CORNETT BOLT & SCREW, INC	366731	240026	EFT	02/07/2024	221.44	BLANKET PO FOR FY 202
566316	329	GULF COAST BUSINESS SUPPL	366732	241072	EFT	02/07/2024	1,252.00	STATION 10 CHAIRS
566318	42011	COAST PROCESS SERVERS	366733		INV	02/07/2024	240.00	PROCESS SVC-SUMMONS;

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VOUCHER	VENDOR		DOCUMENT	PO	TYPE	DUE DATE	AMOUNT	COMMENT
566319	40826	TYREE A DAVIS	366734		EFT	02/07/2024	6,250.00	HARBOR LIGHTS BREAK D
566320	37710	COVINGTON CIVIL & ENVIRON	366735	232627	EFT	02/07/2024	2,978.25	WETLAND DELIN. - GPT
566323	883	WARREN PAVING INC	366736	240830	EFT	02/07/2024	301.95	BLANKET PO FOR TYPE S
566324	883	WARREN PAVING INC	366737	240830	EFT	02/07/2024	254.50	BLANKET PO FOR TYPE S
566327	883	WARREN PAVING INC	366766	240830	EFT	02/07/2024	253.63	BLANKET PO FOR TYPE S
566328	883	WARREN PAVING INC	366738	240830	EFT	02/07/2024	173.40	BLANKET PO FOR TYPE S
566329	25676	CELLULAR SOUTH, INC	366739		INV	02/07/2024	414.24	691521
566346	883	WARREN PAVING INC	366767	240830	EFT	02/07/2024	571.97	BLANKET PO FOR TYPE S
566347	883	WARREN PAVING INC	366768	240830	EFT	02/07/2024	861.84	BLANKET PO FOR TYPE S
566348	39487	THE LINCOLN NATIONAL LIFE	366769		EFT	02/07/2024	4,085.57	LIFE AD&D FEB24
566349	883	WARREN PAVING INC	366770	240830	EFT	02/07/2024	428.76	BLANKET PO FOR TYPE S
566350	883	WARREN PAVING INC	366771	240830	EFT	02/07/2024	427.04	BLANKET PO FOR TYPE S
566351	883	WARREN PAVING INC	366772	241104	EFT	02/07/2024	177.72	JANUARY BLANKET PO FO
566352	883	WARREN PAVING INC	366773	241104	EFT	02/07/2024	493.47	JANUARY BLANKET PO FO
566353	883	WARREN PAVING INC	366774	241104	EFT	02/07/2024	563.35	JANUARY BLANKET PO FO
566354	42011	COAST PROCESS SERVERS	366775		INV	02/07/2024	95.00	PROCESS SVC; SUMMONS-
566355	39986	JEFF BRUNI	366776		INV	02/07/2024	223.78	MILEAGE REIMBURSEMENT
566356	90955	MARGARET MURDOCK	366777		INV	02/07/2024	223.78	MILEAGE REIMBURSEMENT
566357	40705	SOUTHERN EXTERIORS FENCE	366778	240336	EFT	02/07/2024	11,358.70	FENCE FOR AIRPORT RD
566358	39295	GEORGE R MOONEY	366779	241125	INV	02/07/2024	58.00	PER DIEM FOR RICK MOO
566359	40470	CURTIS THORNTON	366780	241126	INV	02/07/2024	58.00	PER DIEM FOR CURTIS T
566362	19719	BAYOU CONCRETE, LLC	366783		EFT	02/07/2024	725.63	CONCRETE - BLKT PO CL
566363	19719	BAYOU CONCRETE, LLC	366784		EFT	02/07/2024	634.00	CONCRETE - BLKT PO CL
566364	19719	BAYOU CONCRETE, LLC	366785		EFT	02/07/2024	810.75	CONCRETE - BLKT PO CL
566365	19719	BAYOU CONCRETE, LLC	366786		EFT	02/07/2024	380.50	CONCRETE - BLKT PO CL
566366	19719	BAYOU CONCRETE, LLC	366787		EFT	02/07/2024	486.00	CONCRETE - BLKT PO CL
566367	19719	BAYOU CONCRETE, LLC	366788		EFT	02/07/2024	511.88	CONCRETE - BLKT PO CL
566368	19719	BAYOU CONCRETE, LLC	366789		EFT	02/07/2024	221.25	CONCRETE - BLKT PO CL
566369	19719	BAYOU CONCRETE, LLC	366790		EFT	02/07/2024	507.00	CONCRETE - BLKT PO CL
566370	6528	FLEETCOR	366791		EFT	02/07/2024	314.92	ACCT 126554: PUBLIC W
566371	6528	FLEETCOR	366792		EFT	02/07/2024	116.39	ACCT 126558: ENGINEER
566372	10120	B & H PHOTO	366794	241053	EFT	02/07/2024	1,645.23	SECURITY EQUIPMENT
566373	6528	FLEETCOR	366793		EFT	02/07/2024	153.43	ACCT 126555: PUBLIC W
566374	42007	COMMUNICATIONS INTERNATIO	366796	240687	EFT	02/07/2024	427.50	BLANKET PO FY24
566375	6528	FLEETCOR	366795		EFT	02/07/2024	344.45	ACCT 126559: PUBLIC W
566377	95005	MILTON ASHLEY	366797	241133	INV	02/07/2024	250.00	MARDI GRAS MAMBO DJ
566378	6528	FLEETCOR	366798		EFT	02/07/2024	348.61	ACCT 126554: PUBLIC W
566379	3180	UNITED RENTALS NORTH AMER	366822	241030	EFT	02/07/2024	2,545.81	DISMANTLE LIFT RENTAL
566380	6528	FLEETCOR	366799		EFT	02/07/2024	294.02	ACCT 126559: PUBLIC W
566381	40182	WASTE PRO OF MISSISSIPPI	366800		EFT	02/07/2024	92.65	PORT TOILET RENTAL -

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VOUCHER	VENDOR		DOCUMENT	PO	TYPE	DUE DATE	AMOUNT	COMMENT
566382	40182	WASTE PRO OF MISSISSIPPI	366801		EFT	02/07/2024	92.65	PORT TOILET RENTAL -
566384	40182	WASTE PRO OF MISSISSIPPI	366803		EFT	02/07/2024	92.65	PORT TOILET RENTAL -
566385	40182	WASTE PRO OF MISSISSIPPI	366804		EFT	02/07/2024	92.65	PORT TOILET RENTAL -
566386	969	WASTE MANAGEMENT OF MS	366805		INV	02/07/2024	4,297.42	COASTAL RECYCLERS GRA
566387	969	WASTE MANAGEMENT OF MS	366806		INV	02/07/2024	1,523.62	FIRETOWER ROAD GRAPPL
566388	969	WASTE MANAGEMENT OF MS	366807		INV	02/07/2024	1,745.30	ROLL OFF DUMPSTER W/S
566390	39246	SOUTHERN FIRE SPRINKLER	366809		EFT	02/07/2024	480.00	2024 ALARM MONITORING
566391	43157	LATASHA CRUZ	366810		EFT	02/07/2024	524.94	ANSWERING SERVICES DE
566392	166	CINTAS CORP 240	366811		EFT	02/07/2024	124.83	MAT CLEANING SERVICES
566393	166	CINTAS CORP 240	366812		EFT	02/07/2024	128.01	MAT CLEANING SERVICES
566394	166	CINTAS CORP 240	366813		EFT	02/07/2024	132.25	MAT CLEANING SERVICES
566395	42599	BAGWELL TRUCK AND EQUIPME	366814		EFT	02/07/2024	460.00	DIAGNOSTICS FOR GENER
566396	42599	BAGWELL TRUCK AND EQUIPME	366815		EFT	02/07/2024	685.12	REPAIRS OF GENERATOR
566397	42599	BAGWELL TRUCK AND EQUIPME	366816		EFT	02/07/2024	672.99	REPAIRS OF GENERATOR
566398	6528	FLEETCOR	366817		EFT	02/07/2024	305.46	ACCT 126554: PUBLIC W
566399	6528	FLEETCOR	366818		EFT	02/07/2024	103.68	ACCT 126555: PUBLIC W
566400	6528	FLEETCOR	366819		EFT	02/07/2024	46.40	ACCT 126558: ENGINEER
566401	6528	FLEETCOR	366820		EFT	02/07/2024	191.57	ACCT 126559: PUBLIC W
566402	42247	PAYMENTUS CORPORATION	366821		EFT	02/07/2024	297.00	TRANSACTION FEES FOR
566403	31315	AMERICAN MUNICIPAL SERVIC	366823		EFT	02/07/2024	1,478.09	COLLECTION FEES DUE T
566404	337	KNIGHT ABBEY COMMERCIAL P	366824		INV	02/07/2024	2,186.17	DECEMBER MTHLY BILLIN
566405	380	LOWES ACCTS RECEIVABLE PR	366825	240761	INV	02/07/2024	126.17	HL - OPEN PO
566406	20675	CHANCELLOR SUPPLY, INC	366826	240127	EFT	02/07/2024	30.39	BLANKET PO FOR FY 202
566407	2066	HAVARD PEST CONTROL	366827		EFT	02/07/2024	16.66	UB PORTION FOR DEC MO
566408	380	LOWES ACCTS RECEIVABLE PR	366828	240761	INV	02/07/2024	133.34	HL - OPEN PO
566409	20675	CHANCELLOR SUPPLY, INC	366829	240127	EFT	02/07/2024	67.93	BLANKET PO FOR FY 202
566410	380	LOWES ACCTS RECEIVABLE PR	366830	240761	INV	02/07/2024	61.17	HL - OPEN PO
566412	26700	ISI WATER COMPANY	366832		EFT	02/07/2024	115,655.08	REVENUE INCREASED FRO
566413	380	LOWES ACCTS RECEIVABLE PR	366833	240761	INV	02/07/2024	213.38	HL - OPEN PO
566415	43179	GRACE AARON	366835		INV	02/07/2024	12,375.00	PROFESSIONAL ADMIN SE
566745	6528	FLEETCOR	367162		EFT	02/07/2024	144.58	1/29/2004-126549
566746	6528	FLEETCOR	367163		EFT	02/07/2024	18.25	1/29/2024-126553
566754	17386	JOHN MCADAMS, CHANCERY CL	367171		INV	02/07/2024	62.00	DEED 20230024854D
566758	24862	VOLKERT INC	367176	233304	INV	02/07/2024	71,357.57	THE QUARTERS REVITALI
566762	24862	VOLKERT INC	367177	233304	INV	02/07/2024	51,345.05	THE QUARTERS REVITALI
566763	24862	VOLKERT INC	367178	233304	INV	02/07/2024	2,650.22	THE QUARTERS REVITALI
566807	70000	CABLE ONE	367234		INV	02/07/2024	78.97	ORANGE GROVE COM CNT
566808	70000	CABLE ONE	367235		INV	02/07/2024	55.00	COLLEGE PRK FITNESS C
566809	70000	CABLE ONE	367236		INV	02/07/2024	80.00	135 COURTHOUSE RD
566810	70000	CABLE ONE	367237		INV	02/07/2024	55.00	13472 HIGHWAY 49 PARK

ACCOUNTS PAYABLE WARRANT REPORT

Warrant List by Voucher

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VOUCHER	VENDOR	DOCUMENT	PO	TYPE	DUE DATE	AMOUNT	COMMENT
566811	70000 CABLE ONE	367238		INV	02/07/2024	67.56	GASTON COMMUNITY CTR
566812	70000 CABLE ONE	367239		INV	02/07/2024	55.00	HERBERT WILSON CTR
566813	70000 CABLE ONE	367240		INV	02/07/2024	149.15	19TH ST COMMUNITY CTR
566814	70000 CABLE ONE	367241		INV	02/07/2024	138.49	4006 8TH ST LEISURE S
566815	70000 CABLE ONE	367242		INV	02/07/2024	55.00	GULFPORT LEISURE SVCE
566816	70000 CABLE ONE	367243		INV	02/07/2024	369.82	HARBOR MASTER
566817	70000 CABLE ONE	367245		INV	02/07/2024	270.93	12136 PRUDIE CIR
566818	70000 CABLE ONE	367246		INV	02/07/2024	300.00	1133 20TH AVE
566819	70000 CABLE ONE	367249		INV	02/07/2024	300.00	ARMORY
566820	70000 CABLE ONE	367250		INV	02/07/2024	55.00	GASTON HEWES GYM
566821	70000 CABLE ONE	367253		INV	02/07/2024	78.97	3908 28TH ST
566822	70000 CABLE ONE	367270		INV	02/07/2024	182.50	ROOM 2031
566823	70000 CABLE ONE	367272		INV	02/07/2024	177.50	HARBOR
566824	70000 CABLE ONE	367273		INV	02/07/2024	318.34	FISHBONE ALLEY
566825	70000 CABLE ONE	367274		INV	02/07/2024	445.93	SPORTPLEX BLDG 2
566826	70000 CABLE ONE	367275		INV	02/07/2024	445.93	SPORTPLEX BLDG 3
566827	70000 CABLE ONE	367277		INV	02/07/2024	308.00	135 COURTHOUSE RD
566828	70000 CABLE ONE	367278		INV	02/07/2024	321.00	424 34TH ST
566829	70000 CABLE ONE	367279		INV	02/07/2024	3,055.57	FIRE STATIONS 1-12
566830	70000 CABLE ONE	367280		INV	02/07/2024	2,777.79	WATER TANKS
566831	70000 CABLE ONE	367281		INV	02/07/2024	833.33	ARMORY/ COMM CNTR/ CO
566832	70000 CABLE ONE	367282		INV	02/07/2024	277.77	PUBLIC WORKS
566833	70000 CABLE ONE	367283		INV	02/07/2024	277.77	POLICE MAINT
566834	70000 CABLE ONE	367284		INV	02/07/2024	277.77	HR COURTHOUSE
566836	90089 CITY OF GULFPORT	367285		INV	02/07/2024	177.70	030091025 POL ATHL DE
566837	90089 CITY OF GULFPORT	367286		INV	02/07/2024	11.70	030091030 POL ATHL DE
566838	90089 CITY OF GULFPORT	367287		INV	02/07/2024	329.51	060000711 GASTON PT C
566839	90089 CITY OF GULFPORT	367288		INV	02/07/2024	166.10	060000811 GASTON PT C
566840	90089 CITY OF GULFPORT	367361		INV	02/07/2024	3,582.30	070000111 BCH SPASH P
566841	90089 CITY OF GULFPORT	367362		INV	02/07/2024	24.24	070012511 CHAS WLKR S
566842	90089 CITY OF GULFPORT	367363		INV	02/07/2024	166.10	070012515 CHAS WLKR S
566843	90089 CITY OF GULFPORT	367364		INV	02/07/2024	166.10	070012530 WESTSIDE CO
566844	90089 CITY OF GULFPORT	367365		INV	02/07/2024	123.56	080009011 STATION 2
566845	90089 CITY OF GULFPORT	367366		INV	02/07/2024	60.24	080042011 HORTICLTR B
566846	90089 CITY OF GULFPORT	367367		INV	02/07/2024	166.10	080123319 19TH ST SPS
566847	90089 CITY OF GULFPORT	367368		INV	02/07/2024	476.10	080122519 LEISURE SER
566848	90089 CITY OF GULFPORT	367369		INV	02/07/2024	349.28	100057011 ARMORY
566849	90089 CITY OF GULFPORT	367370		INV	02/07/2024	26.70	110000011 EAST PIER
566850	90089 CITY OF GULFPORT	367371		INV	02/07/2024	26.70	110000012 EAST PIER
566851	90089 CITY OF GULFPORT	367372		INV	02/07/2024	26.70	110000015 EAST PIER

CITY OF GULFPORT

ACCOUNTS PAYABLE WARRANT REPORT

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VOUCHER	VENDOR	DOCUMENT	PO	TYPE	DUE DATE	AMOUNT	COMMENT
566852	90089 CITY OF GULFPORT	367373		INV	02/07/2024	63.80	110000022 EAST PIER 2
566853	90089 CITY OF GULFPORT	367374		INV	02/07/2024	32.80	110000033 EAST PIER
566854	90089 CITY OF GULFPORT	367375		INV	02/07/2024	32.80	110000044 EAST PIER
566855	90089 CITY OF GULFPORT	367376		INV	02/07/2024	26.70	110000055 EAST PIER
566856	90089 CITY OF GULFPORT	367377		INV	02/07/2024	82.40	110000060 EAST PIER
566857	90089 CITY OF GULFPORT	367378		INV	02/07/2024	26.70	110000065 EAST PIER
566858	90089 CITY OF GULFPORT	367379		INV	02/07/2024	23.40	110082012 13 ST IRRIG
566859	90089 CITY OF GULFPORT	367380		INV	02/07/2024	23.40	110090012 13 ST IRRIG
566860	90089 CITY OF GULFPORT	367381		INV	02/07/2024	29.49	110111330 HARBOR SERV
566861	90089 CITY OF GULFPORT	367387		INV	02/07/2024	29.90	130006011 29TH AVE WH
566862	90089 CITY OF GULFPORT	367388		INV	02/07/2024	166.10	130037515 AMTRAK DEPO
566863	90089 CITY OF GULFPORT	367389		INV	02/07/2024	39.00	130037525 27TH AVE
566864	90089 CITY OF GULFPORT	367390		INV	02/07/2024	149.16	130038011 AMTRAK DEPO
566865	90089 CITY OF GULFPORT	367391		INV	02/07/2024	330.11	130069010 FEED MY SHE
566866	90089 CITY OF GULFPORT	367392		INV	02/07/2024	5.80	140065512 26TH AVE IR
566867	90089 CITY OF GULFPORT	367393		INV	02/07/2024	85.16	140065515 MAINT BLDG
566868	90089 CITY OF GULFPORT	367394		INV	02/07/2024	113.16	140148350 GAST HEWES
566869	90089 CITY OF GULFPORT	367395		INV	02/07/2024	26.70	140149511 EVERGREEN G
566870	90089 CITY OF GULFPORT	367396		INV	02/07/2024	39.00	140149512 EVERGREEN C
566871	90089 CITY OF GULFPORT	367397		INV	02/07/2024	24.24	140149513 EVERGREEN C
566872	90089 CITY OF GULFPORT	367398		INV	02/07/2024	60.24	160006011 EVERGREEN G
566873	90089 CITY OF GULFPORT	367446		INV	02/07/2024	123.35	450091025 POLICE ATHL
566874	90089 CITY OF GULFPORT	367447		INV	02/07/2024	26.55	450108002 26TH AVE FI
566875	90089 CITY OF GULFPORT	367448		INV	02/07/2024	117.35	450700125 CHARLES L W
566876	90089 CITY OF GULFPORT	367449		INV	02/07/2024	133.59	450700130 WESTSIDE CO
566877	90089 CITY OF GULFPORT	367463		INV	02/07/2024	161.96	602281500 STATION 12
566878	90089 CITY OF GULFPORT	367468		INV	02/07/2024	70.00	620042011 42 HOLLY CI
566879	90089 CITY OF GULFPORT	367473		INV	02/07/2024	123.56	700081440 STATION 10
566880	90089 CITY OF GULFPORT	367474		INV	02/07/2024	363.50	710010420 STATION 9
566881	90089 CITY OF GULFPORT	367475		INV	02/07/2024	344.25	740058461 DEDEAUX RD
566882	90089 CITY OF GULFPORT	367476		INV	02/07/2024	202.10	750008660 ORG GRV COM
566883	90089 CITY OF GULFPORT	367478		INV	02/07/2024	35.90	760025050 PRUDIE CR B
566884	90089 CITY OF GULFPORT	367479		INV	02/07/2024	113.16	760031170 STATION 11
567265	193 COAST ELECTRIC POWER ASSO	367491		INV	02/07/2024	413.84	16TH ST 17200 WELL
567266	193 COAST ELECTRIC POWER ASSO	367492		INV	02/07/2024	82.43	CURTIS ST 13355 LIFT
567267	193 COAST ELECTRIC POWER ASSO	367493		INV	02/07/2024	1,795.32	11550 Dedeaux Rd
567268	193 COAST ELECTRIC POWER ASSO	367494		INV	02/07/2024	63.41	JACKSON ST 1ST WELL
567269	193 COAST ELECTRIC POWER ASSO	367495		INV	02/07/2024	453.00	16TH ST STORAGE
567270	193 COAST ELECTRIC POWER ASSO	367496		INV	02/07/2024	129.65	THREE RIVERS RD & CRO
567271	193 COAST ELECTRIC POWER ASSO	367497		INV	02/07/2024	855.30	ONEAL RD TRAILWOOD WE

ACCOUNTS PAYABLE WARRANT REPORT

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VOUCHER	VENDOR	DOCUMENT	PO	TYPE	DUE DATE	AMOUNT	COMMENT
567272	193 COAST ELECTRIC POWER ASSO	367498		INV	02/07/2024	70.85	MOCK ST 13010
567273	193 COAST ELECTRIC POWER ASSO	367499		INV	02/07/2024	64.12	ONEAL RD 11003 LIFT S
567274	193 COAST ELECTRIC POWER ASSO	367500		INV	02/07/2024	57.49	LORRAINE RD 11375 LIF
567275	193 COAST ELECTRIC POWER ASSO	367501		INV	02/07/2024	92.90	JOHN ROSS RD LIFT STA
567276	193 COAST ELECTRIC POWER ASSO	367502		INV	02/07/2024	152.58	LUNDY RD 12335 LIFT S
567277	193 COAST ELECTRIC POWER ASSO	367503		INV	02/07/2024	70.60	11381 DEDEAUX RD E LI
567278	193 COAST ELECTRIC POWER ASSO	367504		INV	02/07/2024	169.48	RIVER RD S 11300 LOT
567279	193 COAST ELECTRIC POWER ASSO	367505		INV	02/07/2024	204.33	PRUDIE CIR LIFT STA
567280	193 COAST ELECTRIC POWER ASSO	367506		INV	02/07/2024	1,666.01	PRUDIE CIR CONCESSION
567281	193 COAST ELECTRIC POWER ASSO	367507		INV	02/07/2024	994.10	PRUDIE CIR PAVILLION
567282	193 COAST ELECTRIC POWER ASSO	367508		INV	02/07/2024	2,759.00	34TH S END WELL
567283	193 COAST ELECTRIC POWER ASSO	367509		INV	02/07/2024	77.83	WOODLAND LIFT STA
567284	193 COAST ELECTRIC POWER ASSO	367510		INV	02/07/2024	426.12	13502 CABINET DEDEAUX
567285	193 COAST ELECTRIC POWER ASSO	367511		INV	02/07/2024	5,803.29	16TH ST SOCCER
567286	193 COAST ELECTRIC POWER ASSO	367512		INV	02/07/2024	2,353.18	16TH ST SOFTBALL
567287	193 COAST ELECTRIC POWER ASSO	367513		INV	02/07/2024	129.52	16TH ST LIGHTING
567288	193 COAST ELECTRIC POWER ASSO	367514		INV	02/07/2024	71.78	Lorraine Rd-Traf Ligh
567289	193 COAST ELECTRIC POWER ASSO	367515		INV	02/07/2024	87.72	TURNBERRY SUBD
567290	193 COAST ELECTRIC POWER ASSO	367516		INV	02/07/2024	295.19	THREE RIVERS RD 11159
567291	193 COAST ELECTRIC POWER ASSO	367517		INV	02/07/2024	66.00	THREE RIVERS RD & ONE
567292	193 COAST ELECTRIC POWER ASSO	367518		INV	02/07/2024	65.62	RESERVATION & THREE R
567293	193 COAST ELECTRIC POWER ASSO	367519		INV	02/07/2024	65.71	THREE RIVERS RD & KLE
567294	193 COAST ELECTRIC POWER ASSO	367520		INV	02/07/2024	107.96	BOLES BLVD & BONNIE S
567295	193 COAST ELECTRIC POWER ASSO	367521		INV	02/07/2024	58.24	THREE RV & DUCKWORTH
567296	193 COAST ELECTRIC POWER ASSO	367522		INV	02/07/2024	739.11	16TH ST SIGN I-10 SER
567297	193 COAST ELECTRIC POWER ASSO	367523		INV	02/07/2024	1,241.08	16TH ST BASEBALL CONC
567298	193 COAST ELECTRIC POWER ASSO	367524		INV	02/07/2024	130.78	FISHERMANS TRAIL LIFT
567299	193 COAST ELECTRIC POWER ASSO	367525		INV	02/07/2024	66.27	ASHTON OAKS LIFT STA
567300	193 COAST ELECTRIC POWER ASSO	367526		INV	02/07/2024	109.31	72ND LIFT STA
567301	193 COAST ELECTRIC POWER ASSO	367527		INV	02/07/2024	60.10	448 Dedeaux Rd
567302	193 COAST ELECTRIC POWER ASSO	367528		INV	02/07/2024	95.55	1 LIFT STATION DEDEAU
567303	193 COAST ELECTRIC POWER ASSO	367529		INV	02/07/2024	68.75	13407 DEDEAUX RD
567304	193 COAST ELECTRIC POWER ASSO	367530		INV	02/07/2024	92.15	RESERVATION DR LIFT S
567305	193 COAST ELECTRIC POWER ASSO	367531		INV	02/07/2024	83.36	Lorraine I10 Traf-Lig
567306	193 COAST ELECTRIC POWER ASSO	367532		INV	02/07/2024	58.70	CANAL RD 7500
567307	193 COAST ELECTRIC POWER ASSO	367533		INV	02/07/2024	4,791.39	11535 DEDEAUX RD
567308	193 COAST ELECTRIC POWER ASSO	367534		INV	02/07/2024	72.34	CREEK & ALDEN LIFT-CO
567309	193 COAST ELECTRIC POWER ASSO	367535		INV	02/07/2024	59.08	ONEAL RD GARDEN LIFT
567310	193 COAST ELECTRIC POWER ASSO	367536		INV	02/07/2024	73.37	JOHN ROSS RD HWY 57
567311	193 COAST ELECTRIC POWER ASSO	367537		INV	02/07/2024	376.53	THREE RV RD 13000 FIR

ACCOUNTS PAYABLE WARRANT REPORT

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VOUCHER	VENDOR		DOCUMENT	PO	TYPE	DUE DATE	AMOUNT	COMMENT
567312	193	COAST ELECTRIC POWER ASSO	367538		INV	02/07/2024	136.56	12001 Dedeaux Rd Fire
567313	193	COAST ELECTRIC POWER ASSO	367539		INV	02/07/2024	62.81	17375 Meadowbrook Lot
567314	193	COAST ELECTRIC POWER ASSO	367540		INV	02/07/2024	67.40	MEADOWBROOK PHASE II
567315	193	COAST ELECTRIC POWER ASSO	367541		INV	02/07/2024	131.57	DELMAR DR LIFT STA
567316	193	COAST ELECTRIC POWER ASSO	367542		INV	02/07/2024	739.74	URBANA DR LIFT STA
567317	193	COAST ELECTRIC POWER ASSO	367543		INV	02/07/2024	130.54	CROWN HILL LIFT STA
567318	193	COAST ELECTRIC POWER ASSO	367544		INV	02/07/2024	65.02	Dedeaux & Sunnymead
567319	193	COAST ELECTRIC POWER ASSO	367545		INV	02/07/2024	56.46	PRUDIE CIR RESTROOM
567320	193	COAST ELECTRIC POWER ASSO	367546		INV	02/07/2024	1,398.10	Florence Gardens
567321	193	COAST ELECTRIC POWER ASSO	367547		INV	02/07/2024	488.78	Holliman Place
567322	193	COAST ELECTRIC POWER ASSO	367548		INV	02/07/2024	83.03	PRESERVATION DR 12208
567323	193	COAST ELECTRIC POWER ASSO	367549		INV	02/07/2024	159.57	Plantation Oaks
567324	193	COAST ELECTRIC POWER ASSO	367550		INV	02/07/2024	2,059.45	I-10 & Cowan Lights
567325	193	COAST ELECTRIC POWER ASSO	367551		INV	02/07/2024	3,607.24	16TH ST BASEBALL CONC
567326	193	COAST ELECTRIC POWER ASSO	367552		INV	02/07/2024	75.06	12054 Michael Grace D
567327	193	COAST ELECTRIC POWER ASSO	367553		INV	02/07/2024	427.41	Grand Oaks
567328	193	COAST ELECTRIC POWER ASSO	367554		INV	02/07/2024	131.60	Florence Gardens IV
567329	193	COAST ELECTRIC POWER ASSO	367555		INV	02/07/2024	139.15	THREE RIVERS RD 12399
567330	193	COAST ELECTRIC POWER ASSO	367556		INV	02/07/2024	26.16	TRACEWOOD DEV
567379	378	MS POWER COMPANY	367573		INV	02/07/2024	16,752.33	2227 15TH ST
567380	378	MS POWER COMPANY	367574		INV	02/07/2024	5,584.11	2226 15TH ST
567381	378	MS POWER COMPANY	367575		INV	02/07/2024	605.45	13306 TIARA DR
567382	378	MS POWER COMPANY	367576		INV	02/07/2024	111.98	2101 E BEACH BLVD
567383	378	MS POWER COMPANY	367577		INV	02/07/2024	257.65	GRASS LAWN
567384	378	MS POWER COMPANY	367578		INV	02/07/2024	340.37	GRASS LAWN
567385	378	MS POWER COMPANY	367579		INV	02/07/2024	1,603.62	210 COWAN RD FIRE STA
567386	378	MS POWER COMPANY	367580		INV	02/07/2024	104.22	57 51ST ST WATER TOWE
567387	378	MS POWER COMPANY	367581		INV	02/07/2024	59.54	199 DEBUYS RD
567388	378	MS POWER COMPANY	367582		INV	02/07/2024	53.95	1919 BULLIS AVE
567389	378	MS POWER COMPANY	367583		INV	02/07/2024	81.00	2309 15TH ST
567390	378	MS POWER COMPANY	367584		INV	02/07/2024	67.04	358 LIVE OAK AVE
567391	378	MS POWER COMPANY	367585		INV	02/07/2024	139.58	STREET LIGHTS GPT1 ST
567392	378	MS POWER COMPANY	367586		INV	02/07/2024	1,165.00	429 PASS RD
567393	378	MS POWER COMPANY	367587		INV	02/07/2024	60.60	13306 TIARA DR LFT ST
567394	378	MS POWER COMPANY	367588		INV	02/07/2024	233.17	1419 22ND AVE LIGHTIN
567395	378	MS POWER COMPANY	367589		INV	02/07/2024	22.41	424 34TH ST
567396	378	MS POWER COMPANY	367590		INV	02/07/2024	60.92	11058 CHANNELSIDE DR
567397	378	MS POWER COMPANY	367591		INV	02/07/2024	11,811.47	SUMMARY BILL
567398	378	MS POWER COMPANY	367592		INV	02/07/2024	8,479.85	SUMMARY BILL
567399	378	MS POWER COMPANY	367593		INV	02/07/2024	2,224.51	SUMMARY BILL

CITY OF GULFPORT

ACCOUNTS PAYABLE WARRANT REPORT

Warrant List by Voucher

WARRANT: 02072024 02/07/2024

VOUCHER	VENDOR		DOCUMENT	PO	TYPE	DUE DATE	AMOUNT	COMMENT
567400	378	MS POWER COMPANY	367594		INV	02/07/2024	101,152.36	SUMMARY BILL
567401	378	MS POWER COMPANY	367595		INV	02/07/2024	1,184.34	SUMMARY BILL
567402	378	MS POWER COMPANY	367596		INV	02/07/2024	24.10	SUMMARY BILL
567403	378	MS POWER COMPANY	367597		INV	02/07/2024	1,132.55	SUMMARY BILL
567404	378	MS POWER COMPANY	367598		INV	02/07/2024	7,608.97	SUMMARY BILL
567405	378	MS POWER COMPANY	367599		INV	02/07/2024	7,736.36	SUMMARY BILL
567406	378	MS POWER COMPANY	367600		INV	02/07/2024	7,444.66	SUMMARY BILL
567407	378	MS POWER COMPANY	367601		INV	02/07/2024	7,010.54	SUMMARY BILL
567408	378	MS POWER COMPANY	367602		INV	02/07/2024	2,475.81	SUMMARY BILL
567409	378	MS POWER COMPANY	367603		INV	02/07/2024	4,154.87	SUMMARY BILL
567410	378	MS POWER COMPANY	367604		INV	02/07/2024	2,732.90	SUMMARY BILL
567413	23107	CENTERPOINT ENERGY RESOUR	367607		INV	02/07/2024	64.11	13440 OLD HIGHWAY 49
567414	23107	CENTERPOINT ENERGY RESOUR	367608		INV	02/07/2024	345.86	4050 HEWES AVE
567415	23107	CENTERPOINT ENERGY RESOUR	367609		INV	02/07/2024	36.41	4901 JEFFERSON AVE
567416	23107	CENTERPOINT ENERGY RESOUR	367610		INV	02/07/2024	95.07	1200 42ND AVE
567417	23107	CENTERPOINT ENERGY RESOUR	367611		INV	02/07/2024	389.21	13000 THREE RIVERS RD
567418	23107	CENTERPOINT ENERGY RESOUR	367612		INV	02/07/2024	164.40	641 41ST AVE
567419	23107	CENTERPOINT ENERGY RESOUR	367613		INV	02/07/2024	186.27	2324 25TH ST
567420	23107	CENTERPOINT ENERGY RESOUR	367614		INV	02/07/2024	74.08	1500 MILLS AVE
567421	23107	CENTERPOINT ENERGY RESOUR	367615		INV	02/07/2024	165.19	3319 19TH ST
567422	23107	CENTERPOINT ENERGY RESOUR	367616		INV	02/07/2024	689.20	3225 HANCOCK AVE
567423	23107	CENTERPOINT ENERGY RESOUR	367617		INV	02/07/2024	145.42	501 26TH ST
567424	23107	CENTERPOINT ENERGY RESOUR	367618		INV	02/07/2024	350.70	12001 DEDEAUX RD
567425	23107	CENTERPOINT ENERGY RESOUR	367619		INV	02/07/2024	222.72	1700 33RD AVE
567426	23107	CENTERPOINT ENERGY RESOUR	367620		INV	02/07/2024	196.81	15197 DEDEAUX RD
567427	23107	CENTERPOINT ENERGY RESOUR	367621		INV	02/07/2024	272.13	2615 19TH ST
567428	23107	CENTERPOINT ENERGY RESOUR	367622		INV	02/07/2024	35.61	4050 HEWES AVE CITY B
567429	23107	CENTERPOINT ENERGY RESOUR	367623		INV	02/07/2024	38.10	14416 DEDEAUX RD
567430	23107	CENTERPOINT ENERGY RESOUR	367624		INV	02/07/2024	321.54	210 COWAN RD
567431	40182	WASTE PRO OF MISSISSIPPI	367625		EFT	02/07/2024	75.52	012396- LANDFILL 7500
567432	40182	WASTE PRO OF MISSISSIPPI	367626		EFT	02/07/2024	602.50	040171-ARMORY 3310 17
567433	40182	WASTE PRO OF MISSISSIPPI	367627		EFT	02/07/2024	92.65	040406-CITY OF GPT 90
567434	40182	WASTE PRO OF MISSISSIPPI	367628		EFT	02/07/2024	76.03	042862- KATIE BOOTH C
567435	40182	WASTE PRO OF MISSISSIPPI	367629		EFT	12/31/2024	320.00	093807- 1038 E RAILRO
						WARRANT TOTAL	3,413,196.24	

MEMORANDUM – CITY OF GULFPORT

Date: **JANUARY 24, 2024**

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 1

Parcel 1: 0711H-02-034.000. Lot 10 & E 1/2 Of Lot 11 Blk. 14 Sea View Add. Property Located At 3611 19th St. For Violation Of Remove/Haul Off Trash & Debris, Remove Or Repair & Legally Tag, Correct Unsanitary Condition, Remove Clutter And Debris, Remove/Discard Used Appliances, Remove Or Relocate Furniture, Williams Robert Case: 13258

WARD 2

Parcel 2: 1010K-03-079.000. Lot 11 Blk 16 Lake Forest Subd Unit # 2. Property Located At 2110 Swetman Blvd. For Violation Of Remove/Haul Off Trash & Debris, Remove Or Repair & Legally Tag, Remove Clutter And Debris, Remove/Relocate Utl Trailer, Eaton David D & Norhizan A Case: 12860

Parcel 3: 1010N-04-009.000. Lot 1 Blk. 4 Cowan Road Homes Subd. Sec. 31-7-10. Property Located At 1903 Curcor Dr. For Violation Of Cut & Clean The Property, Remove Weeds, Vines, Limbs, Tr, Remove/Haul Off Trash & Debris, Make Necessary Repairs, Repair, Maintenance Or Remove, Kuhn Freddie D & Karen S Case: 12865

Parcel 4: 0911E-01-005.000. Lots 13 & 14 Blk 5 Hewes Add Sec 2-8-11. Property Located At 622 2nd St. For Violation Of Remove/Haul Off Trash & Debris, Remove Clutter And Debris, Bethea Beatrice M -Est- Case: 13172

Parcel 5: 1010K-01-029.000. Lot 1 Blk 20 Anniston Estates Unit #1. Property Located At 904 Augustine Dr. For Violation Of Remove/Haul Off Trash & Debris, Remove Or Repair & Legally Tag, Make Necessary Repairs, Correct Unsanitary Condition, Park In Approved Location, Remove Clutter And Debris, Kuhn Freddie D & Karen Case: 13176

Parcel 6: 0810E-01-007.000. Lots 24. Property Located At 4608 East Railroad Ave. For Violation Of Remove/Haul Off Trash & Debris, Cease Work And Obtain Permit, Remove/Relocate Rec Vehicle, Remove Objects, Lawson Alexander K & Bonnie M Case: 12868

Parcel 7: 0810F-03-090.000. Lots 28 - 30 Blk 211 North Gulfport Secs 27/28-7-11. Property Located At 8248 Alabama Ave. For Violation Of Remove Objects. Babin Todd Case: 12882

Parcel 8: 0811F-01-043.001. Lots 3 & 4 Less W 50 Ft Of Lot 3 & Less 15 X 50 Ft In Nw Cor Of Lot 4 Blk 106 Original Gulfport. Property Located At 1919 21st Ave. For Violation Of Remove/Haul Off Trash & Debris, Make Necessary Repairs, Park In Approved Location, Remove Clutter And Debris, Peterson Jerry Case: 13166

Parcel 9: 0910M-02-063.000. Lots 10 & 11 Blk. 5 Manhatten Add, Property Located At 609 Tennessee St. For Violation Of Remove/Haul Off Trash & Debris, Remove Or Repair & Legally Tag, Correct Unsanitary Condition, Remove Clutter And Debris, Remove/Discard Used Appliances, Arnott Helen A -Est- Case: 13199

WARD 4

Parcel 10: 0910O-02-003.000. Lot 3 Blk 4 East Park Subd. Property Located At 17 East Park St. For Violation Of Remove/Haul Off Trash & Debris, Remove Clutter And Debris, Doss James A Case: 13061

WARD 5

Parcel 10: 0808J-01-042.000. Bredendamp. Property Located At 98 Michael Ct. For Violation Of Remove/Haul Off Trash & Debris, Make Necessary Repairs, Remove Clutter And Debris, Remove/Relocate Utl Traile, Remove Or Relocate Furniture, Johnson Paneisha Case: 12757

Parcel 11: 0808J-02-035.000. Lot 8 Blk 4 Janell Lynn Add Part Ii To Bel-Aire Subd. Property Located At 113 Edwards Dr. For Violation Of Remove/Haul Off Trash & Debris, Remove Or Repair & Legally Tag, Repair, Maintenance Or Remove, Remove Clutter And Debris, Beachamp Edward Robert Case: 13156

WARD 6

Parcel 12: 0808H-02-061.000. Lot 27 Olivet Subdivision. Property Located At 122 Carson Dr. For Violation Of Remove/Haul Off Trash & Debris, Repair, Maintenance Or Remove, Remove Clutter And Debris, Remove/Discard Used Appliances. 122 Carson Drive Trust Case: 13117

WARD 7

Parcel 13: 0808B-04-013.000. & Lot 3 Briarwood West Subd 1st Add. Property Located At 3 Banebury Cv. For Violation Of Remove/Haul Off Trash & or Debris, Remove Repair & Legally Tag, Repair, Maintenance Or Remove, Park In Approved Location, Remove Clutter And Debris, Keller Gerald E & Diana C & James L Case: 12847

Parcel 14: 0707H-02-002.066. 2017-8380 Jason Andrew Russell Living Trust/Priscilla & David J Russell Lot 66 Duckworth Pond Sec 29-6-11. Property Located At 14061 Anandale Cir. For Violation Of Cut & Clean The Property, Remove Weeds, Vines,

Limbs, Tr, Remove/Haul Off Trash & Debris, Remove Or Repair & Legally Tag, Remove Clutter And Debris, Miller Barbara Ann Case: 13111

Parcel 15: 0808D-02-006.000. O'NEAL RD. Property Located at O'neal Rd. For Violation Of Remove/Relocate Rec Vehicle, Hall John R & High Cheryl Case: 13152

Parcel 16: 0708H-03-031.000. Lot 99 Crestview Subd. 3rd add. Property Located At 12219 Vada Dr. For Violation Of Remove/Haul Off Trash & Debris, Remove Clutter And Debris, Remove/Relocate Utl Trailer, Remove/Relocate Rec Vehicle, Remove/Discard Used Appliances, Garner Lyman Lance Case: 13165

MEMORANDUM – CITY OF GULFPORT

Date: **JANUARY 23, 2024**

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:**

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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

January 23, 2024

WILLIAMS ROBERT
3611 19TH 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: 0711H-02-034.000
3611 19TH 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
INOPERABLE VEHICLE, IPMC 302.8		REMOVE OR REPAIR & LEGALLY TAG
UNSANITARY CONDITION, IPMC 302		CORRECT UNSANITARY CONDITION
CLUTTER, IPMC 302.10		REMOVE CLUTTER AND DEBRIS
APPLIANCE(S) OUTSIDE OF BLDG		REMOVE/DISCARD USED APPLIANCES
INDOOR FURNITURE OUTSIDE		REMOVE OR RELOCATE FURNITURE

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,
Tyler Wales

Tyler Wales
City of Gulfport Code Official

Case Number: 13258

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

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

January 23, 2024

WILLIAMS ROBERT
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INOPERABLE VEHICLE, IPMC 302.8		REMOVE OR REPAIR & LEGALLY TAG
UNSANITARY CONDITION, IPMC 302		CORRECT UNSANITARY CONDITION
CLUTTER, IPMC 302.10		REMOVE CLUTTER AND DEBRIS
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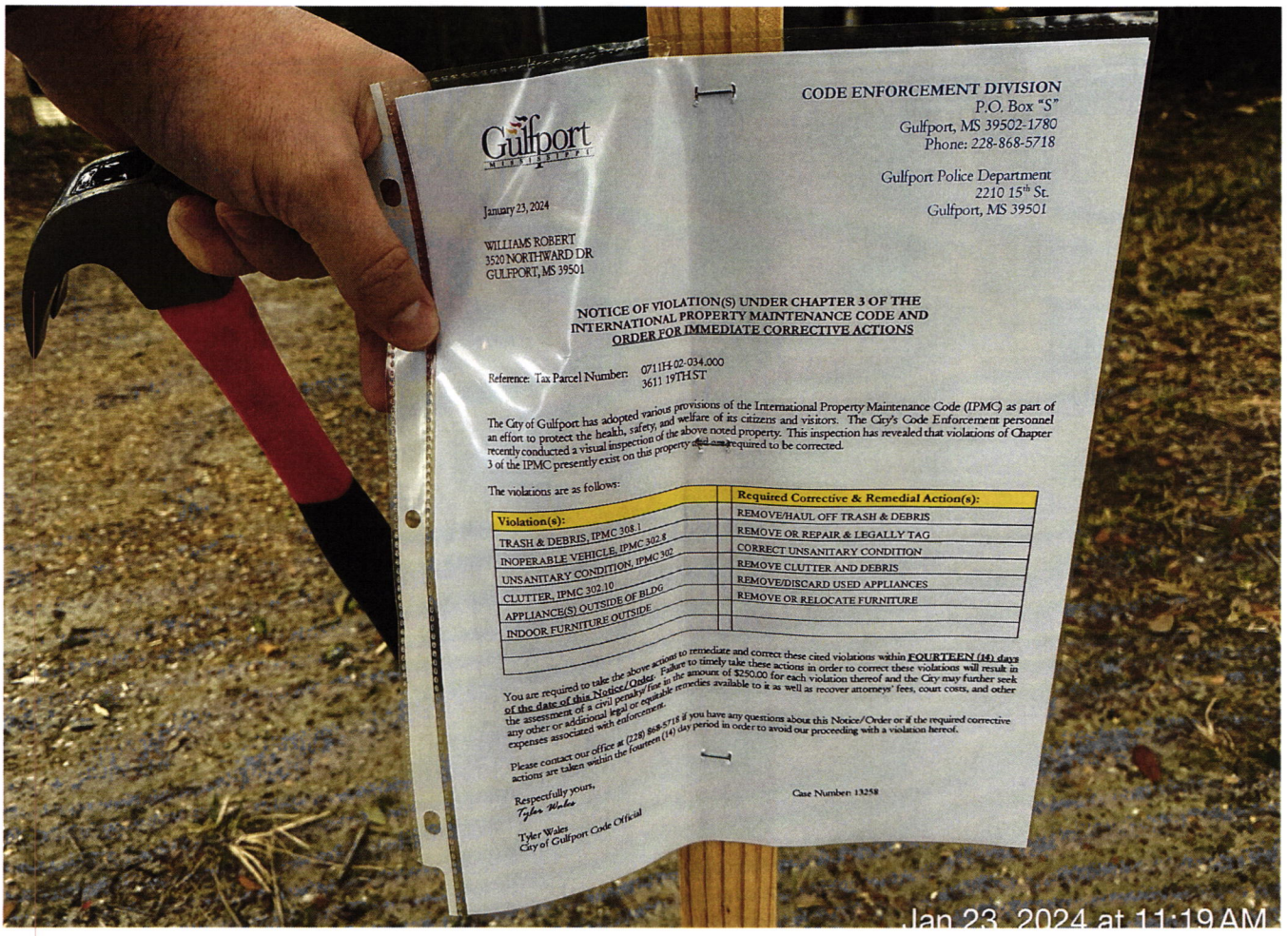
Respectfully yours,
Tyler Wales

Tyler Wales
City of Gulfport Code Official

Case Number: 13258



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

January 23, 2024

WILLIAMS ROBERT
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INOPERABLE VEHICLE, IPMC 302.8	REMOVE OR REPAIR & LEGALLY TAG
UNSANITARY CONDITION, IPMC 302	CORRECT UNSANITARY CONDITION
CLUTTER, IPMC 302.10	REMOVE CLUTTER AND DEBRIS
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Respectfully yours,
Tyler Wales

Case Number: 13258

Tyler Wales
City of Gulfport Code Official




Jan 22, 2024 at 3:37 PM


Jan 22, 2024 at 3:37 PM


Jan 22, 2024 at 3:28 PM


TRACER
Jan 22, 2024 at 3:28 PM


Jan 22, 2024 at 3:28 PM


Jan 22, 2024 at 3:28 PM


Jan 22, 2024 at 8:38 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

January 19, 2024

EATON DAVID D & NORHIZAN A
2110 SWETMAN BLVD
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: 1010K-03-079.000
2110 SWETMAN BLVD

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):
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
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.

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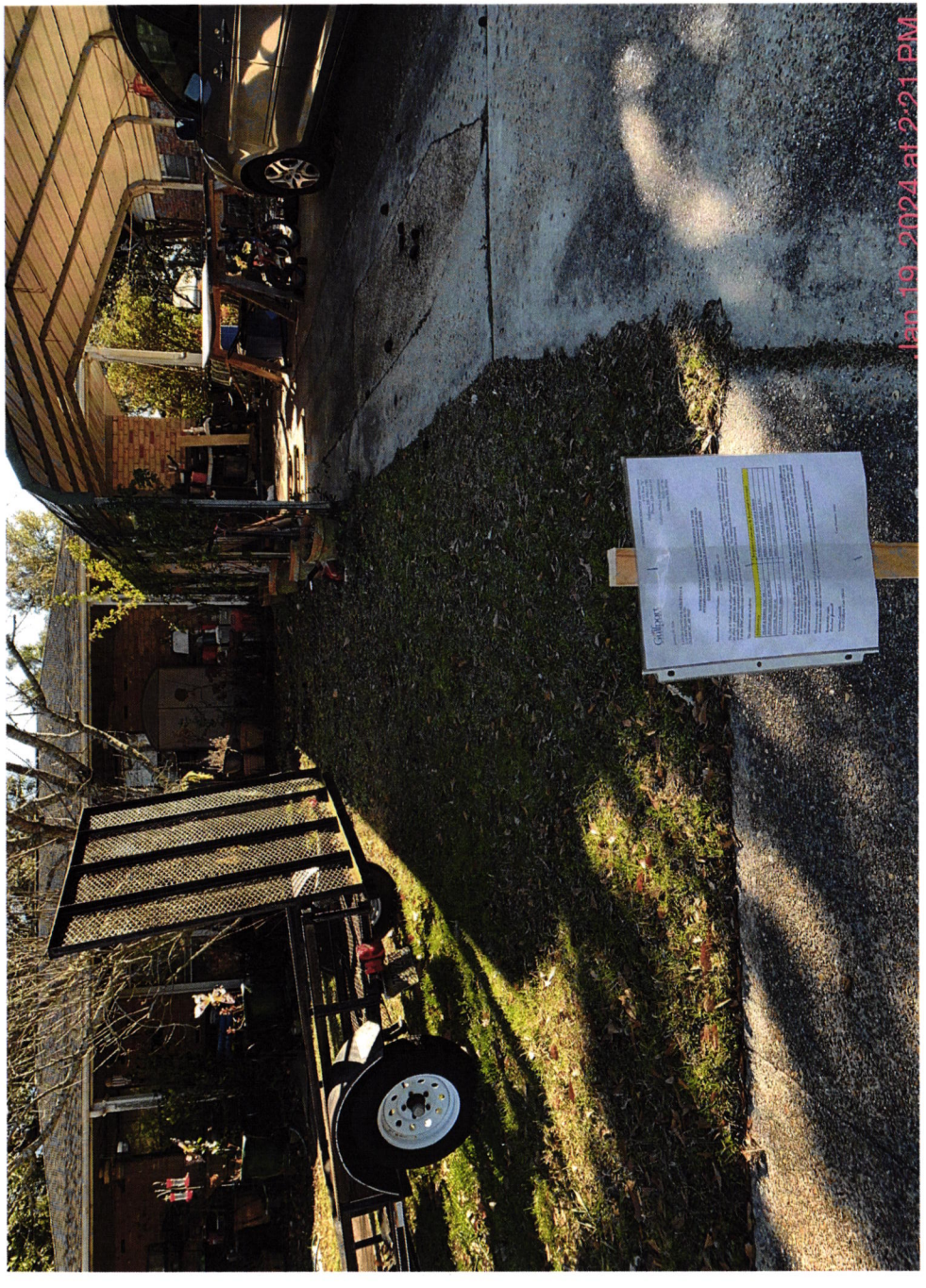
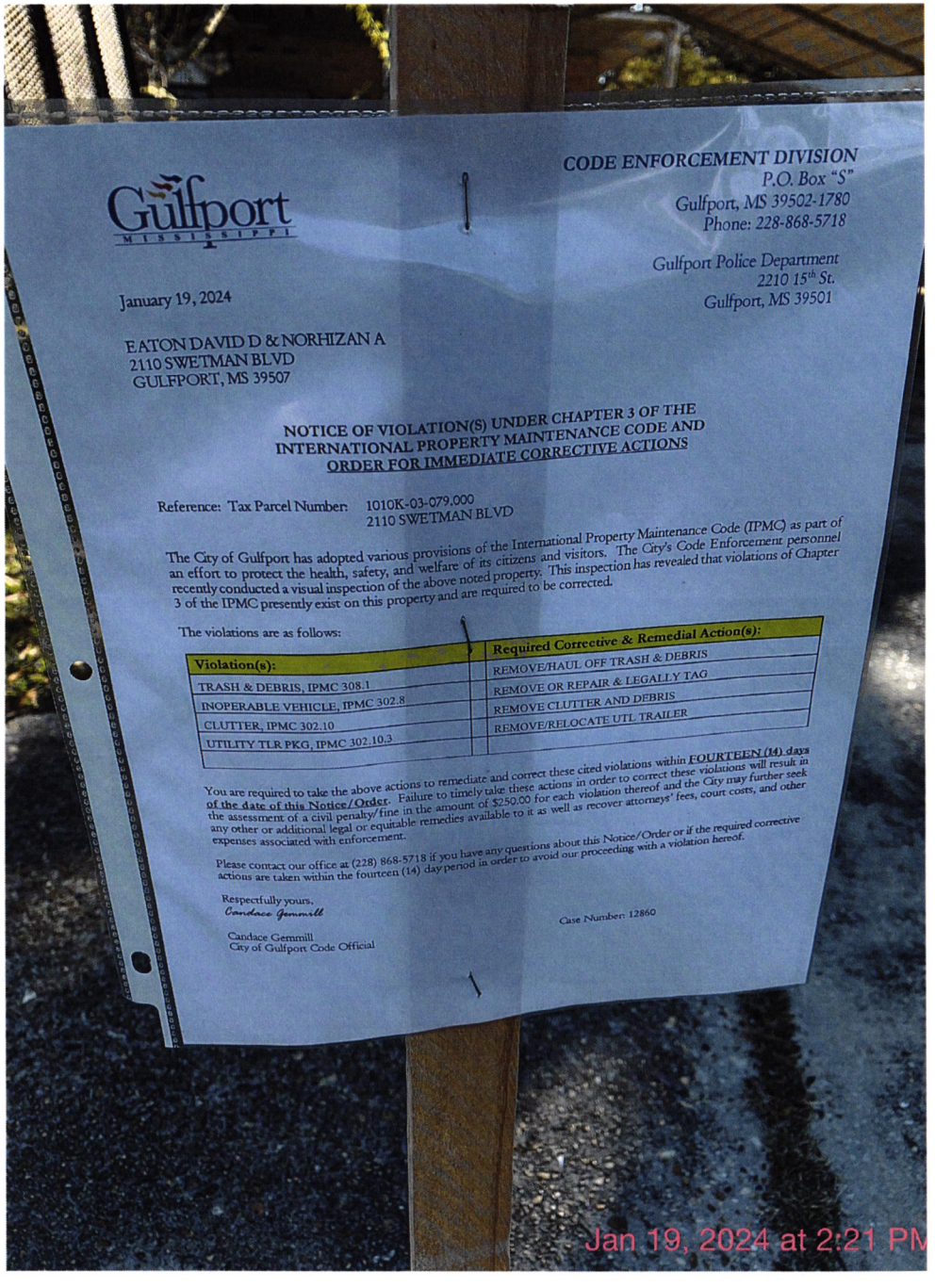
Respectfully yours,
Candace Gemmill

Candace Gemmill
City of Gulfport Code Official

Case Number: 12860





Gulfport
MISSISSIPPI

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INOPERABLE VEHICLE, IPMC 302.8	REMOVE OR REPAIR & LEGALLY TAG
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,
Candace Gemmill

Candace Gemmill
City of Gulfport Code Official

Case Number: 12860

Jan 19, 2024 at 2:21 PM


Jan 19, 2024 at 10:34 AM


Jan 19, 2024 at 10:33 AM


Jan 19, 2024 at 10:33 AM


Jan 19, 2024 at 10:32 AM


Jan 19, 2024 at 10:32 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

January 19, 2024

KUHN FREDDIE D & KAREN S
1903 CURCOR 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: 1010N-04-009.000
1903 CURCOR 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):
OVERGROWN PROPERTY, IPMC 302.4		CUT & CLEAN THE PROPERTY
WEEDS,VINES, TREE OR LIMBS		REMOVE WEEDS, VINES, LIMBS, TR
TRASH & DEBRIS, IPMC 308.1		REMOVE/HAUL OFF TRASH & DEBRIS
EXT MAINTENANCE, IPMC 304.1		MAKE NECESSARY REPAIRS
FENCE VIOLATION, IPMC 304.2		REPAIR, MAINTENANCE OR REMOVE

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: 12865

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

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

January 19, 2024

KUHN FREDDIE D & KAREN S
904 AUGUSTINE DRIVE
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: 1010N-04-009.000
1903 CURCOR DR

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Violation(s):		Required Corrective & Remedial Action(s):
OVERGROWN PROPERTY, IPMC 302.4		CUT & CLEAN THE PROPERTY
WEEDS,VINES, TREE OR LIMBS		REMOVE WEEDS, VINES, LIMBS, TR
TRASH & DEBRIS, IPMC 308.1		REMOVE/HAUL OFF TRASH & DEBRIS
EXT MAINTENANCE, IPMC 304.1		MAKE NECESSARY REPAIRS
FENCE VIOLATION, IPMC 304.2		REPAIR, MAINTENANCE OR REMOVE

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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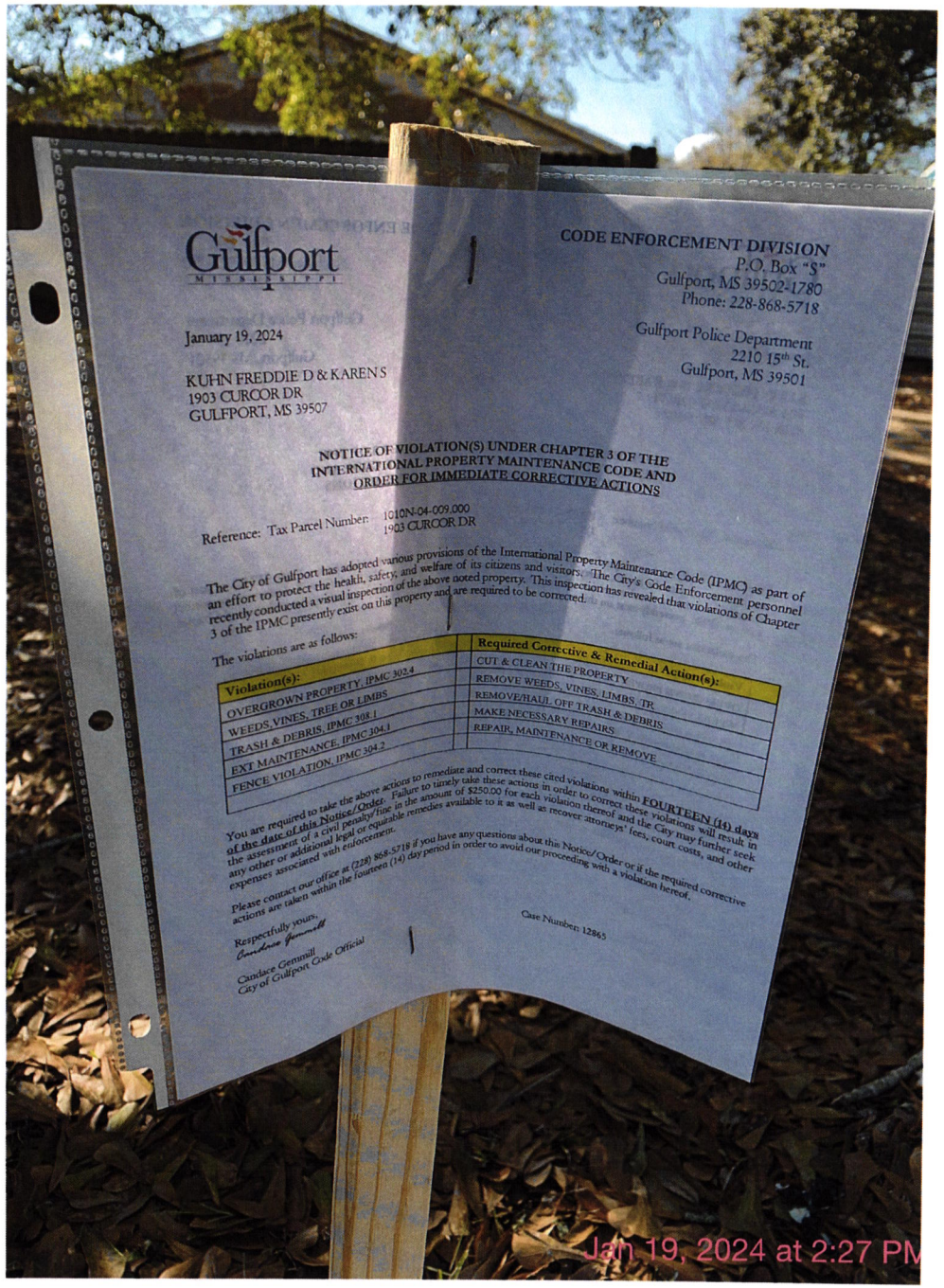
Respectfully yours,
Candace Gemmill

Candace Gemmill
City of Gulfport Code Official

Case Number: 12865


Jan 19, 2024 at 2:27 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
January 19, 2024
KUHN FREDDIE D & KAREN S
1903 CURCOR 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: 1010N-04-009.000
1903 CURCOR DR
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The violations are as follows:
Violation(s):
OVERGROWN PROPERTY, IPMC 302.4
WEEDS, VINES, TREE OR LIMBS
TRASH & DEBRIS, IPMC 308.1
EXT MAINTENANCE, IPMC 304.1
FENCE VIOLATION, IPMC 304.2
Required Corrective & Remedial Action(s):
CUT & CLEAN THE PROPERTY
REMOVE WEEDS, VINES, LIMBS, TR
REMOVE/HAUL OFF TRASH & DEBRIS
MAKE NECESSARY REPAIRS
REPAIR, MAINTENANCE OR REMOVE
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: 12865
Jan 19, 2024 at 2:27 PM


Jan 19, 2024 at 10:45 AM


Jan 19, 2024 at 10:45 AM


WASTE PRO
Jan 19, 2024 at 10:44 AM


WASTE PRO
Jan 19, 2024 at 10:44 AM


WASTE PRO
Jan 19, 2024 at 10:44 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

January 18, 2024

BETHEA BEATRICE M -EST-
622 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: 0911E-01-005.000
622 2ND 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.

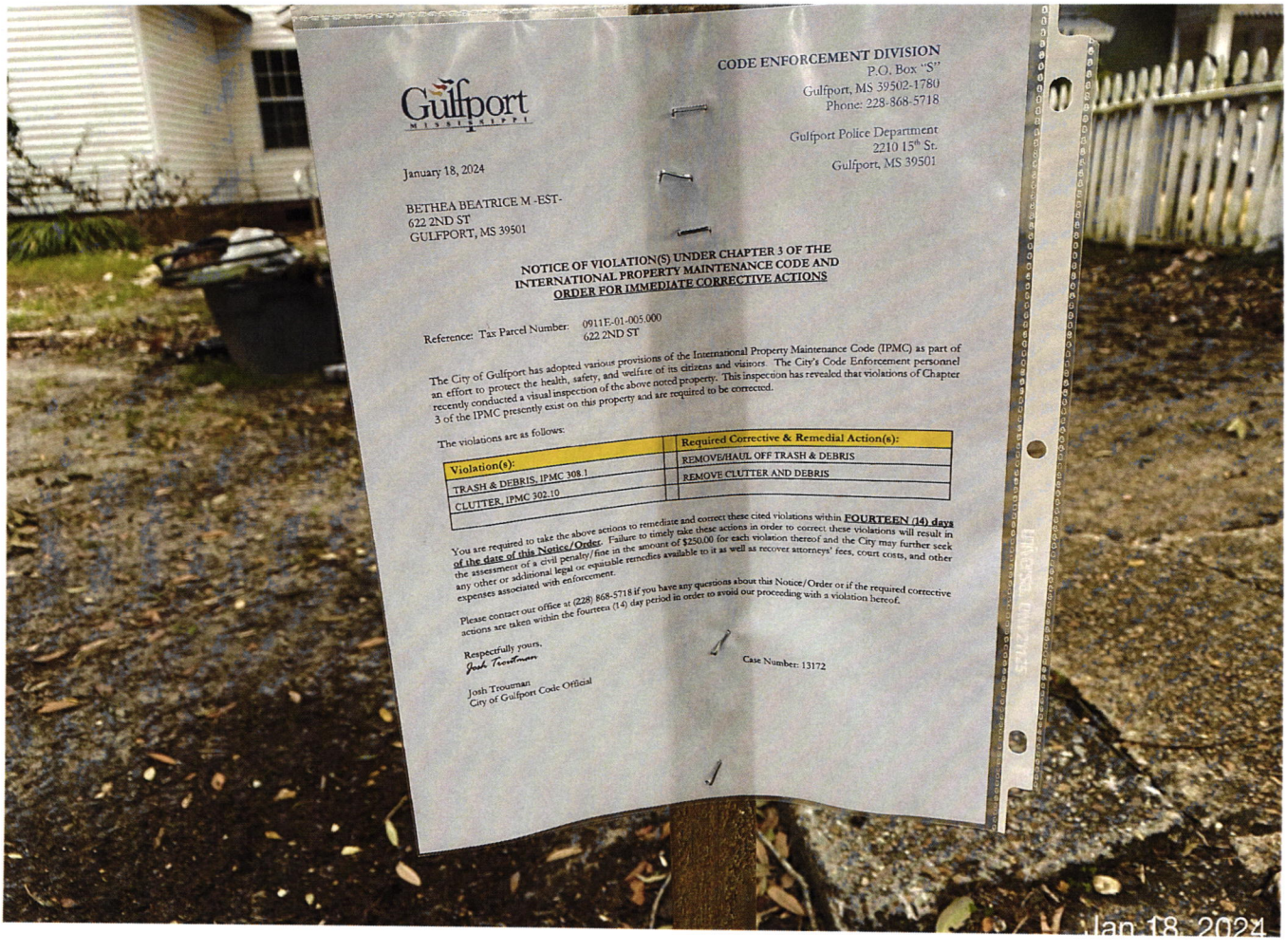
Please contact our office at (228) 868-5718 if you have any questions about this Notice/Order or if the required corrective actions are taken within the fourteen (14) day period in order to avoid our proceeding with a violation hereof.

Respectfully yours,
Josh Troutman

Josh Troutman
City of Gulfport Code Official

Case Number: 13172





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

January 18, 2024

BETHEA BEATRICE M -EST-
622 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: 0911E-01-005.000
622 2ND 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,
Josh Trousman

Josh Trousman
City of Gulfport Code Official

Case Number: 13172


Jan 18, 2024


Jan 18, 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

January 5, 2024

KUHN FREDDIE D & KAREN
904 AUGUSTINE 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: 1010K-01-029.000
904 AUGUSTINE 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
EXT MAINTENANCE, IPMC 304.1		MAKE NECESSARY REPAIRS
UNSANITARY CONDITION, IPMC 302		CORRECT UNSANITARY CONDITION
IMPROPER RESIDENTIAL PARKING		PARK IN APPROVED LOCATION
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.

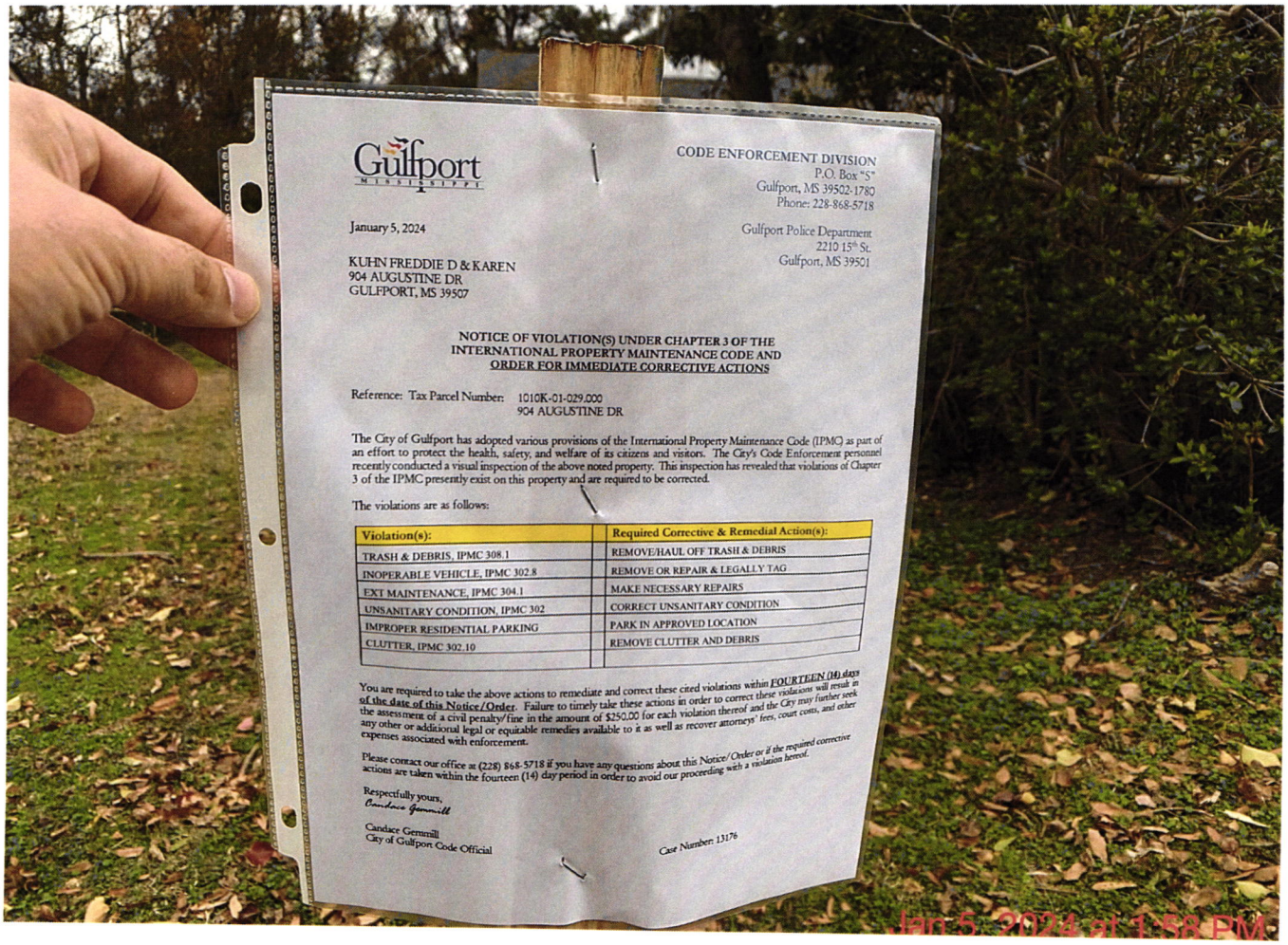
Please contact our office at (228) 868-5718 if you have any questions about this Notice/Order or if the required corrective actions are taken within the fourteen (14) day period in order to avoid our proceeding with a violation hereof.

Respectfully yours,
Candace Gemmill

Candace Gemmill
City of Gulfport Code Official

Case Number: 13176


CHEVROLET
Jan 5, 2024 at 1:58 PM


Gulfport
MISSISSIPPI
CODE ENFORCEMENT DIVISION
P.O. Box "S"
Gulfport, MS 39502-1780
Phone: 228-868-5718
January 5, 2024
Gulfport Police Department
2210 15th St.
Gulfport, MS 39501
KUHN FREDDIE D & KAREN
904 AUGUSTINE 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: 1010K-01-029.000
904 AUGUSTINE 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
EXT MAINTENANCE, IPMC 304.1
MAKE NECESSARY REPAIRS
UNSANITARY CONDITION, IPMC 302
CORRECT UNSANITARY CONDITION
IMPROPER RESIDENTIAL PARKING
PARK IN APPROVED LOCATION
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: 13176
Jan 5, 2024 at 1:58 PM


Jan 5, 2024 at 10:46 AM


HUSKY
HRK
NO DUMPING
CHEVROLET
Jan 5, 2024 at 10:46 AM


CHEVROLET
Jan 5, 2024 at 10:46 AM


NO
DUMPING
Jan 5, 2024 at 10:46 AM


Jan 5, 2024 at 10:46 AM


Jan 5, 2024 at 10:46 AM


CHEVROLET
Jan 5, 2024 at 10:46 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

January 12, 2024

LAWSON ALEXANDER K & BONNIE M
4608 EAST RAILROAD 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: 0810E-01-007.000
4608 EAST RAILROAD 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
UNPERMITTED FENCE, IRC R105		REMOVE FENCE
RECREATIONAL EQUIPMENT ORD.		REMOVE/RELOCATE REC VEHICLE
IMPROPER STORAGE ON VACANT LOT		REMOVE OBJECTS

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,
Tyler Wales

Tyler Wales
City of Gulfport Code Official

Case Number: 12868

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

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

January 12, 2024

LAWSON ALEXANDER K & BONNIE M
4203 INDIANA 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: 0810E-01-007.000
4608 EAST RAILROAD AVE

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Violation(s):		Required Corrective & Remedial Action(s):
TRASH & DEBRIS, IPMC 308.1		REMOVE/HAUL OFF TRASH & DEBRIS
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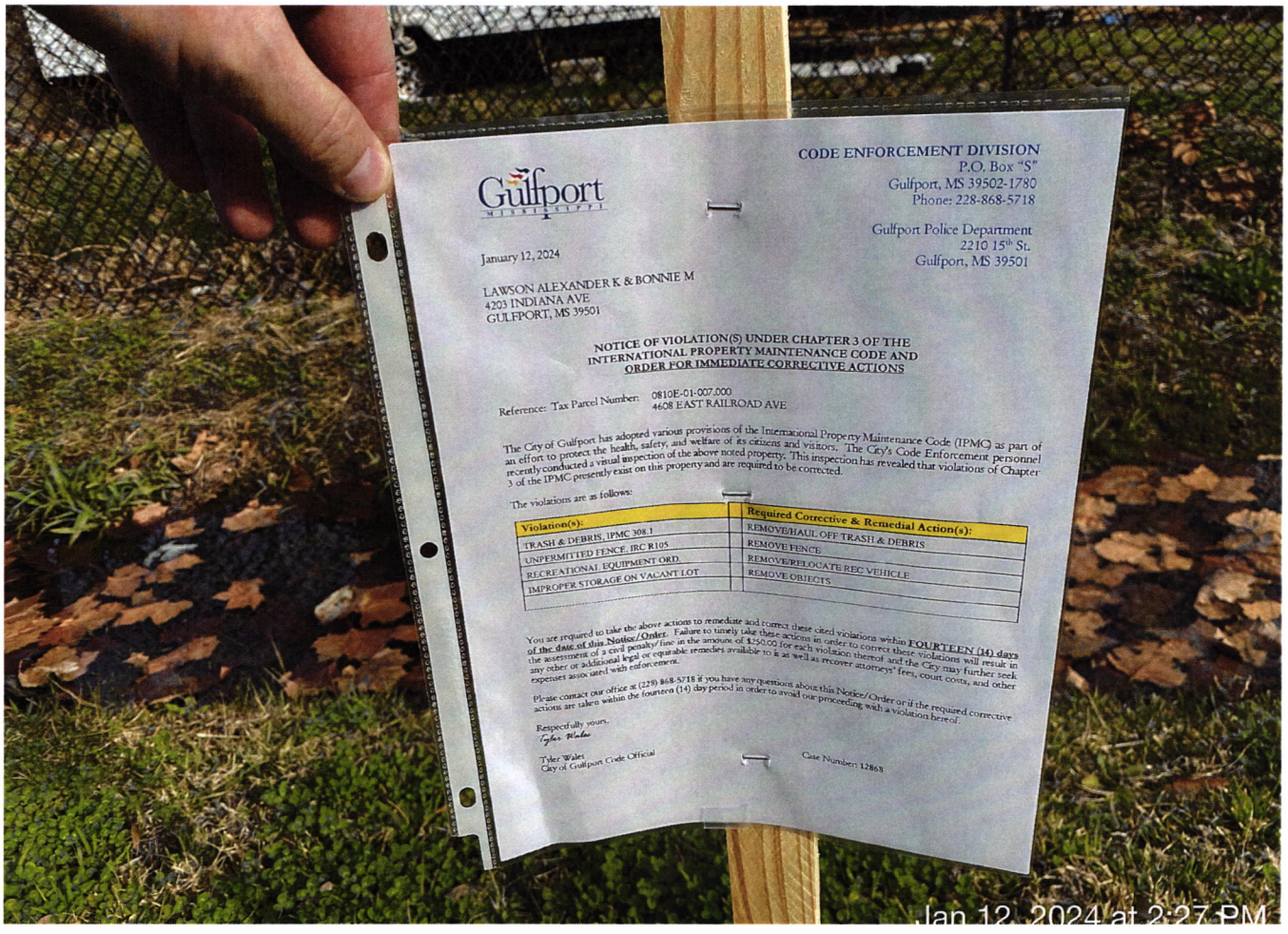
Please contact our office at (228) 868-5718 if you have any questions about this Notice/Order or if the required corrective actions are taken within the fourteen (14) day period in order to avoid our proceeding with a violation hereof.

Respectfully yours,
Tyler Wales

Tyler Wales
City of Gulfport Code Official

Case Number: 12868


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
January 12, 2024
LAWSON ALEXANDER K & BONNIE M
4203 INDIANA 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: 0810E-01-007.000
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REMOVE FENCE
RECREATIONAL EQUIPMENT ORD.
REMOVE/RELOCATE REC VEHICLE
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,
Tyler Wales
Tyler Wales
City of Gulfport Code Official
Case Number: 12868
Jan 12, 2024 at 2:27 PM


Jan 12, 2024 at 2:28 PM


Jan 12, 2024 at 2:28 PM


Jan 12, 2024 at 2:28 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

January 22, 2024

BABIN TODD
8248 ALABAMA 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: 0810F-03-090.000
8248 ALABAMA 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 (IPMC 301.3)		REMOVE OBJECTS (NO OBJECTS CAN BE STORED ON A VACANT LOT)

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: 12882

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

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

January 22, 2024

BABIN TODD
617 CARMADELLE ST
MARRERO, LA 70072

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

Reference: Tax Parcel Number: 0810F-03-090.000
8248 ALABAMA 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):
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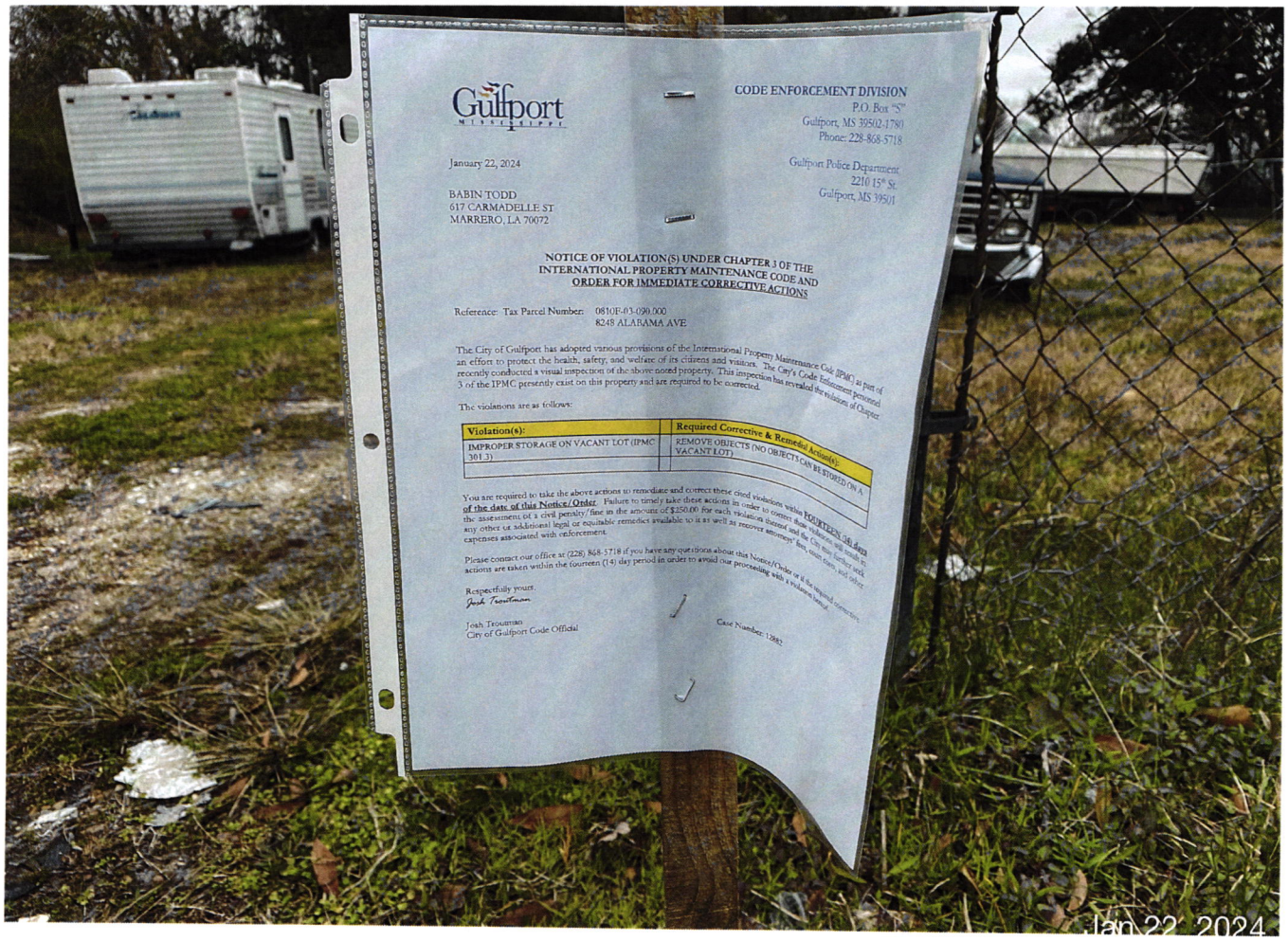
Respectfully yours,
Josh Troutman

Josh Troutman
City of Gulfport Code Official

Case Number: 12882


Salem
Jan 22, 2024


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
January 22, 2024
BABIN TODD
617 CARMADELLE ST
MARRERO, LA 70072
NOTICE OF VIOLATION(S) UNDER CHAPTER 3 OF THE INTERNATIONAL PROPERTY MAINTENANCE CODE AND ORDER FOR IMMEDIATE CORRECTIVE ACTIONS
Reference: Tax Parcel Number: 0810E-03-030.000
8248 ALABAMA 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 the 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 (IPMC 301.3)
Required Corrective & Remedial Action(s):
REMOVE OBJECTS (NO OBJECTS CAN BE STORED ON A VACANT LOT)
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 and abate the violations will result in the assessment of a civil penalty/ fine in the amount of $250.00 for each violation cited 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 hearing.
Respectfully yours,
Josh Troutman
Josh Troutman
City of Gulfport Code Official
Case Number: 13982
Jan 22, 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

January 3, 2024

PETERSON JERRY
1919 21ST 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: 0811F-01-043.001
1919 21ST 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
EXT MAINTENANCE, IPMC 304.1		MAKE NECESSARY REPAIRS
IMPROPER RESIDENTIAL PARKING		PARK IN APPROVED LOCATION
CLUTTER, IPMC 302.10		REMOVE CLUTTER AND DEBRIS

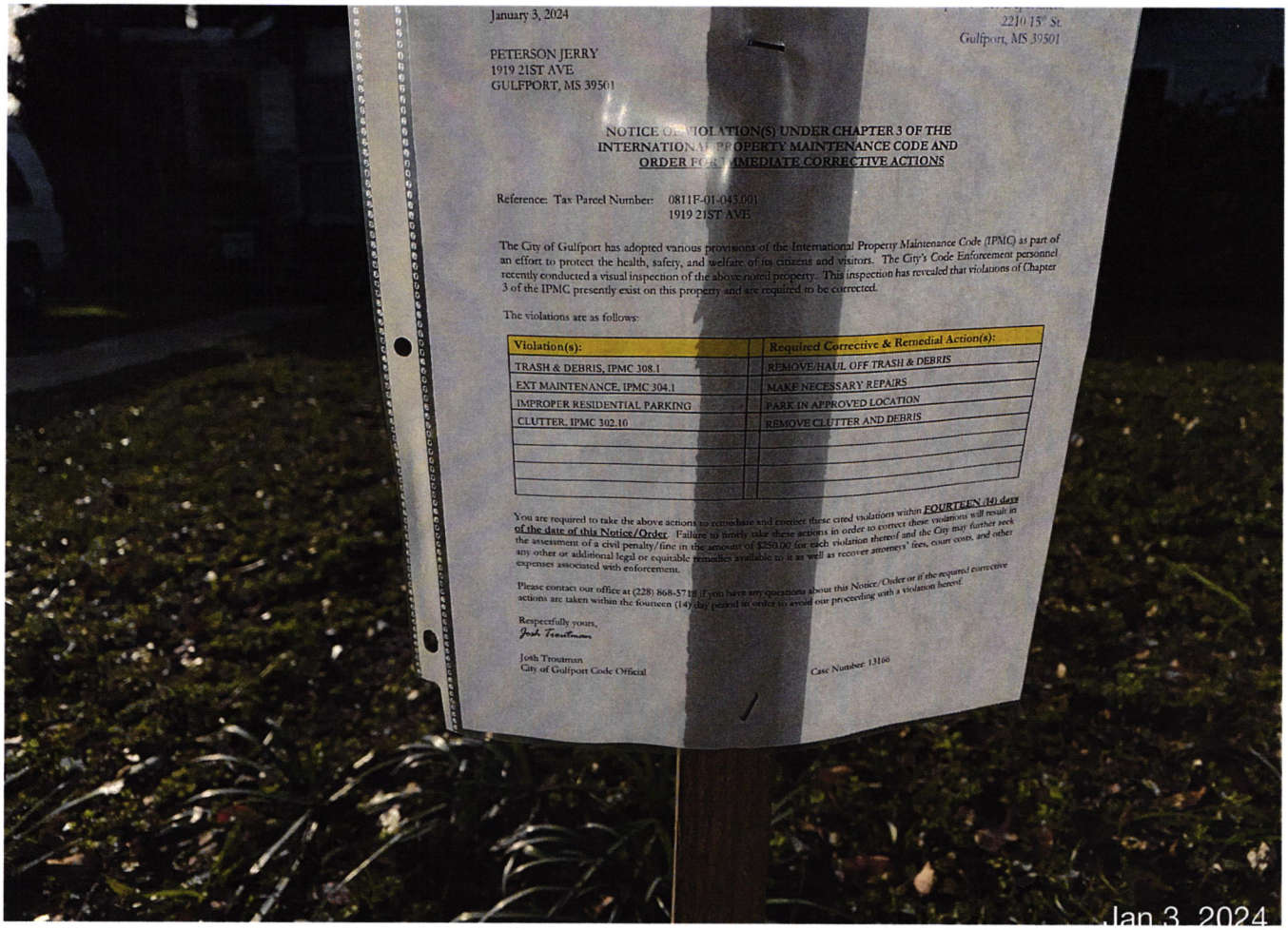
You are required to take the above actions to remediate and correct these cited violations within **FOURTEEN (14) days of the date of this Notice/Order**. Failure to timely take these actions in order to correct these violations will result in the assessment of a civil penalty/fine in the amount of $250.00 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: 13166


January 3, 2024
2210 15th St.
Gulfport, MS 39501
PETERSON JERRY
1919 21ST 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: 0811F-01-043.001
1919 21ST 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
EXT MAINTENANCE, IPMC 304.1
MAKE NECESSARY REPAIRS
IMPROPER RESIDENTIAL PARKING
PARK IN APPROVED LOCATION
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: 13166
Jan 3, 2024


Jan 3, 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

January 10, 2024

ARNOTT RICHARD II
609 TENNESSEE 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: 0910M-02-063.000
609 TENNESSEE 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
INOPERABLE VEHICLE, IPMC 302.8		REMOVE OR REPAIR & LEGALLY TAG
UNSANITARY CONDITION, IPMC 302		CORRECT UNSANITARY CONDITION
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.

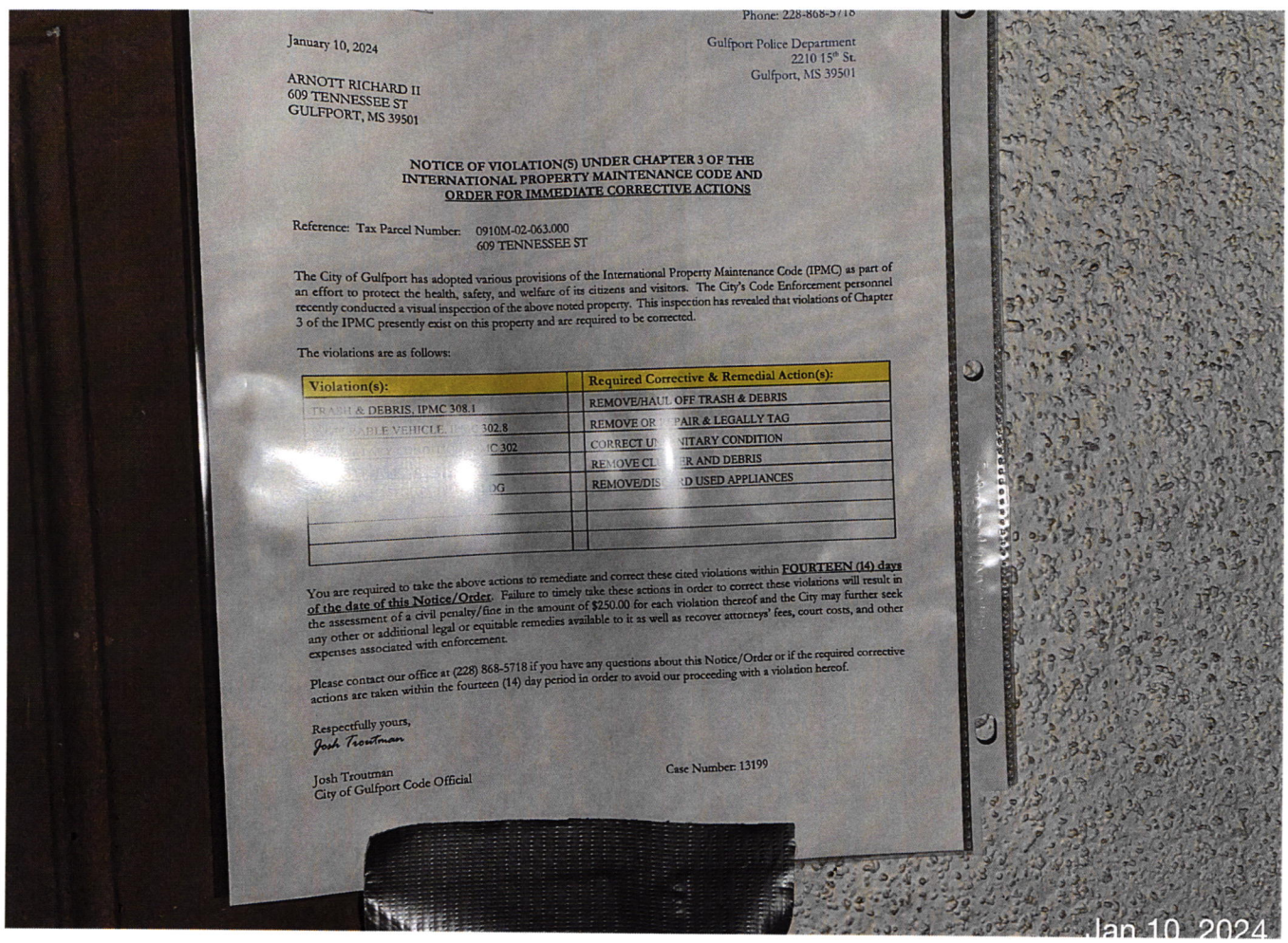
Please contact our office at (228) 868-5718 if you have any questions about this Notice/Order or if the required corrective actions are taken within the fourteen (14) day period in order to avoid our proceeding with a violation hereof.

Respectfully yours,
Josh Troutman

Josh Troutman
City of Gulfport Code Official

Case Number: 13199





Phone: 228-868-5718

January 10, 2024

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

ARNOTT RICHARD II
609 TENNESSEE 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: 0910M-02-063.000
609 TENNESSEE 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
...ABLE VEHICLE, ...302.8	REMOVE OR ...PAIR & LEGALLY TAG
...IC 302	CORRECT UN...NITARY CONDITION
	REMOVE CL...ER AND DEBRIS
...OG	REMOVE/DIS...RD 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,
Josh Troutman

Josh Troutman
City of Gulfport Code Official

Case Number: 13199

Jan 10, 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

January 22, 2024

DOSS JAMES A
17 EAST PARK ST
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: 0910O-02-003.000
17 EAST PARK 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,
Candace Gemmill

Candace Gemmill
City of Gulfport Code Official

Case Number: 13061

Jan 22, 2024 at 10:39 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
January 22, 2024
DOSS JAMES A
17 EAST PARK ST
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: 0910O-02-003.000
17 EAST PARK 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):
TRASH & DEBRIS, IPMC 308.1
CLUTTER, IPMC 302.10
Required Corrective & Remedial Action(s):
REMOVE/HAUL OFF TRASH & DEBRIS
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: 13061
Jan 22, 2024 at 10:39 AM


Jan 22, 2024 at 10:38 AM


Jan 22, 2024 at 10:38 AM


Jan 22, 2024 at 10:38 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

January 17, 2024

JOHNSON PANEISHA
98 MICHAEL COURT
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-01-042.000
98 MICHAEL 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
UTILITY TLR PKG, IPMC 302.10.3		REMOVE/RELOCATE UTL TRAILER
INDOOR FURNITURE OUTSIDE		REMOVE OR RELOCATE FURNITURE

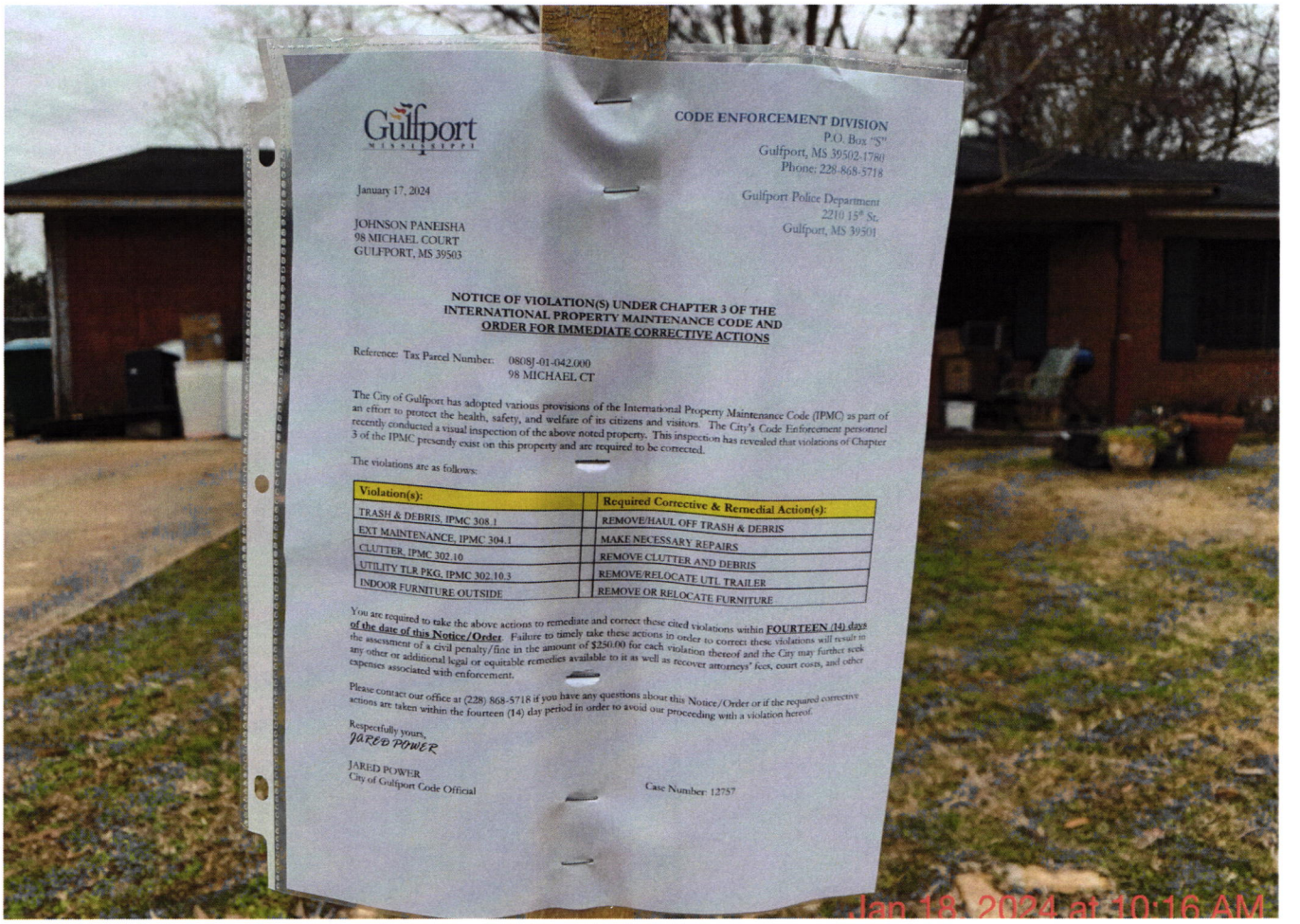
You are required to take the above actions to remediate and correct these cited violations within **FOURTEEN (14) days of the date of this Notice/Order**. Failure to timely take these actions in order to correct these violations will result in the assessment of a civil penalty/fine in the amount of $250.00 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: 12757



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

January 17, 2024

JOHNSON PANEISHA
98 MICHAEL COURT
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-01-042.000
98 MICHAEL 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
UTILITY TLR PKG, IPMC 302.10.3	REMOVE/RELOCATE UTL TRAILER
INDOOR FURNITURE OUTSIDE	REMOVE OR RELOCATE FURNITURE

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: 12757

Jan 18, 2024 at 10:16 AM



Jan 18, 2024 at 10:16 AM


Jan 17, 2024 at 10:40 AM


Jan 17, 2024 at 10:40 AM


Jan 17, 2024 at 10:39 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

January 19, 2024

BEACHAMP EDWARD ROBERT
113 EDWARDS 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-02-035.000
113 EDWARDS 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
FENCE VIOLATION, IPMC 304.2		REPAIR, MAINTENANCE OR REMOVE
CLUTTER, IPMC 302.10		REMOVE CLUTTER AND DEBRIS

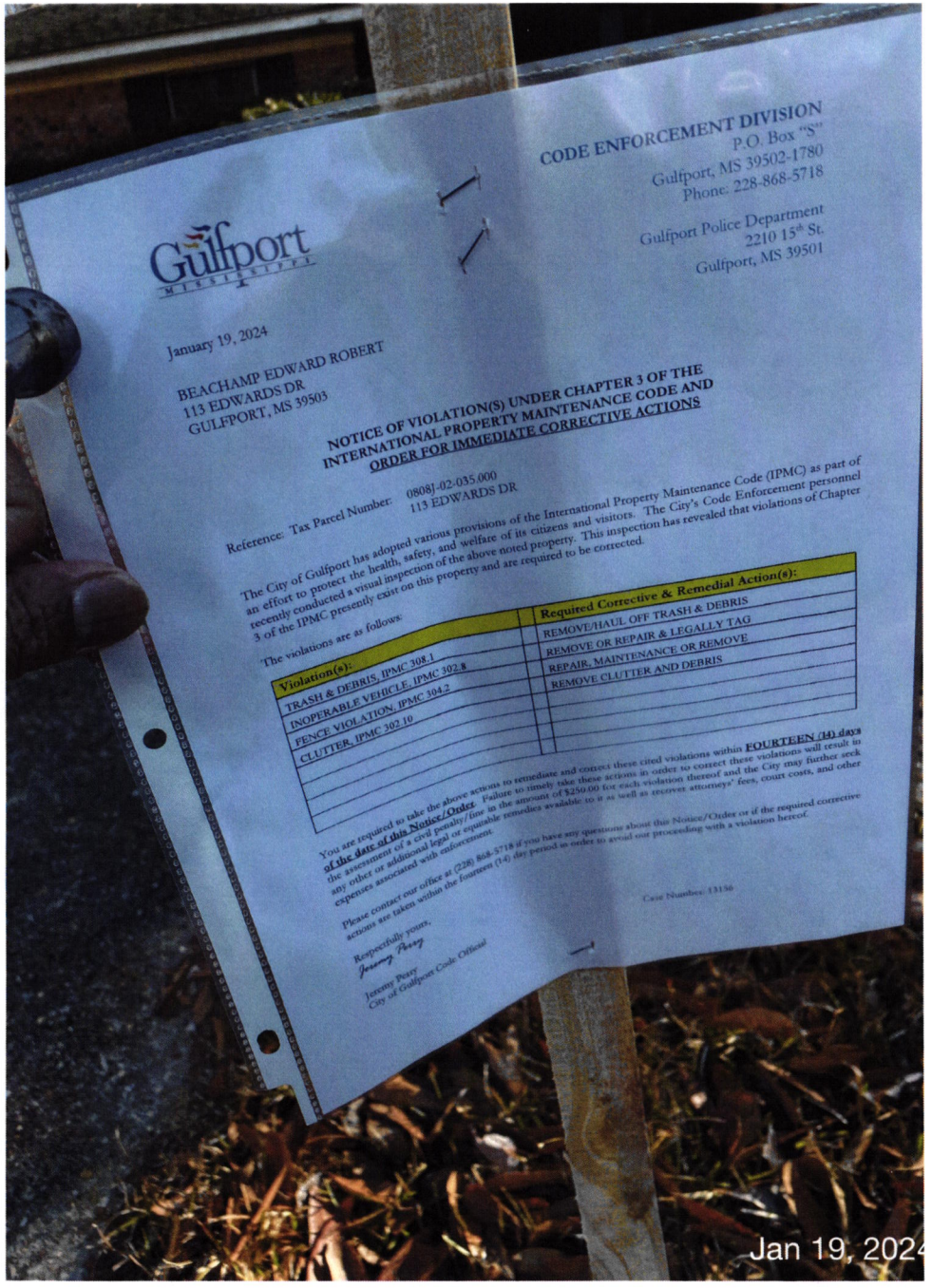
You are required to take the above actions to remediate and correct these cited violations within **FOURTEEN (14) days of the date of this Notice/Order**. Failure to timely take these actions in order to correct these violations will result in the assessment of a civil penalty/fine in the amount of $250.00 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: 13156



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

January 19, 2024

BEACHAMP EDWARD ROBERT
113 EDWARDS 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-02-035.000
113 EDWARDS 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
FENCE VIOLATION, IPMC 304.2	REPAIR, MAINTENANCE OR REMOVE
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.

Case Number: 13156

Respectfully yours,

Jeremy Peary

Jeremy Peary
City of Gulfport Code Official

Jan 19, 2024



Jan 19, 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

January 22, 2024

122 CARSON DRIVE TRUST
122 CARSON 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-02-061.000
122 CARSON 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
FENCE VIOLATION, IPMC 304.2		REPAIR, MAINTENANCE OR REMOVE
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: 13117

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

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

January 22, 2024

122 CARSON DRIVE TRUST
1984 TODD COVE APT B
BILOXI, MS 39531

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

Reference: Tax Parcel Number: 0808H-02-061.000
122 CARSON 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
FENCE VIOLATION, IPMC 304.2		REPAIR, MAINTENANCE OR REMOVE
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: 13117

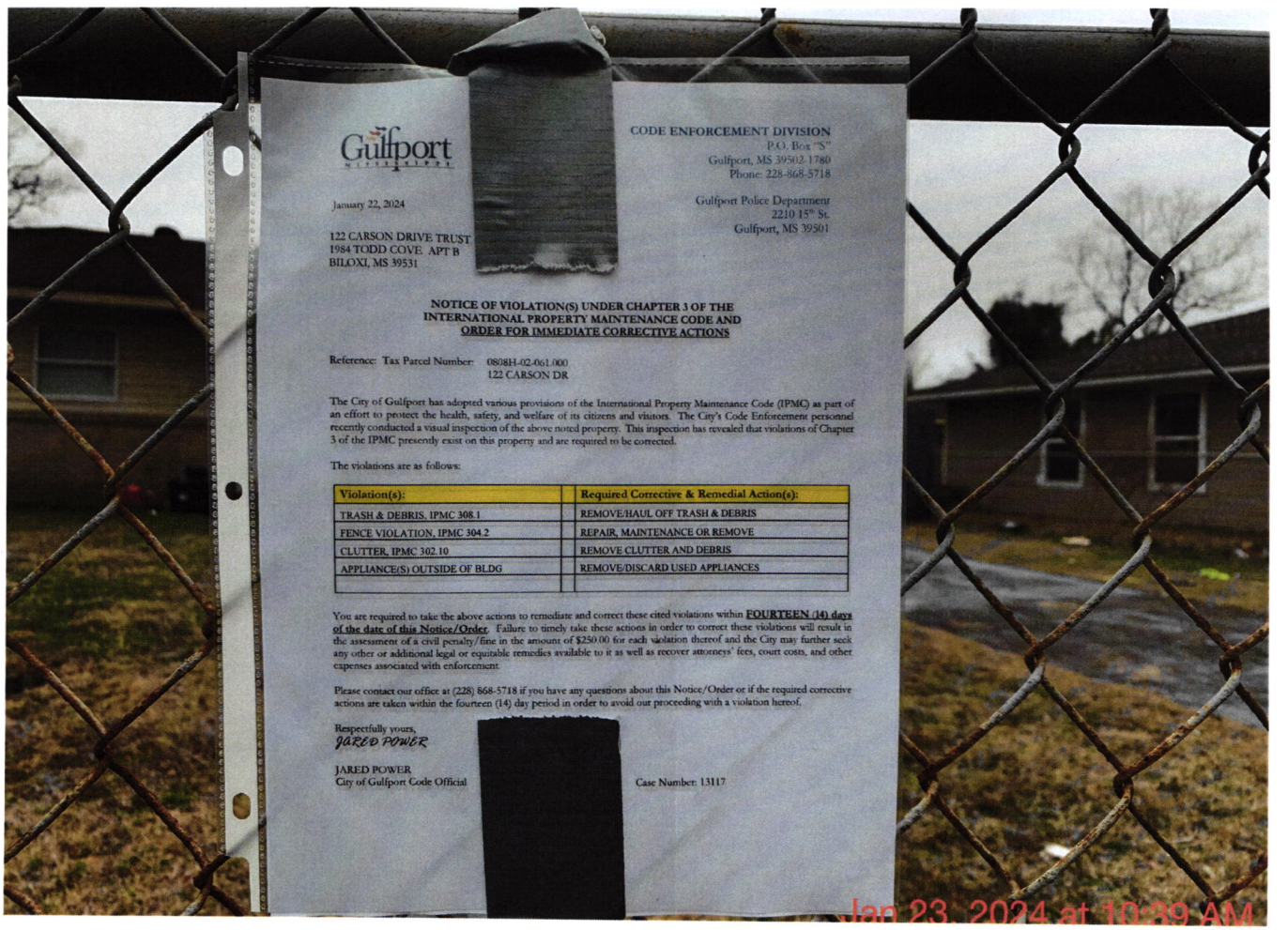

Jan 22, 2024 at 11:25 AM


Jan 22, 2024 at 11:26 AM


Jan 22, 2024 at 11:26 AM


Jan 22, 2024 at 11:26 AM


Jan 23, 2024 at 10:39 AM


Gulfport
CODE ENFORCEMENT DIVISION
P.O. Box "S"
Gulfport, MS 39502-1780
Phone: 228-868-5718
Gulfport Police Department
2210 15th St.
Gulfport, MS 39501
January 22, 2024
122 CARSON DRIVE TRUST
1984 TODD COVE APT B
BILOXI, MS 39531
NOTICE OF VIOLATION(S) UNDER CHAPTER 3 OF THE INTERNATIONAL PROPERTY MAINTENANCE CODE AND ORDER FOR IMMEDIATE CORRECTIVE ACTIONS
Reference: Tax Parcel Number: 0808H-02-061.000
122 CARSON 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
FENCE VIOLATION, IPMC 304.2
REPAIR, MAINTENANCE OR REMOVE
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: 13117
Jan 23, 2024 at 10:39 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

January 18, 2024

KELLER GERALD E & DIANA C & JAMES L
3 BANEBURY COVE
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: 0808B-04-013.000
3 BANEBURY CV

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
FENCE VIOLATION, IPMC 304.2		REPAIR, MAINTENANCE OR REMOVE
IMPROPER RESIDENTIAL PARKING		PARK IN APPROVED LOCATION
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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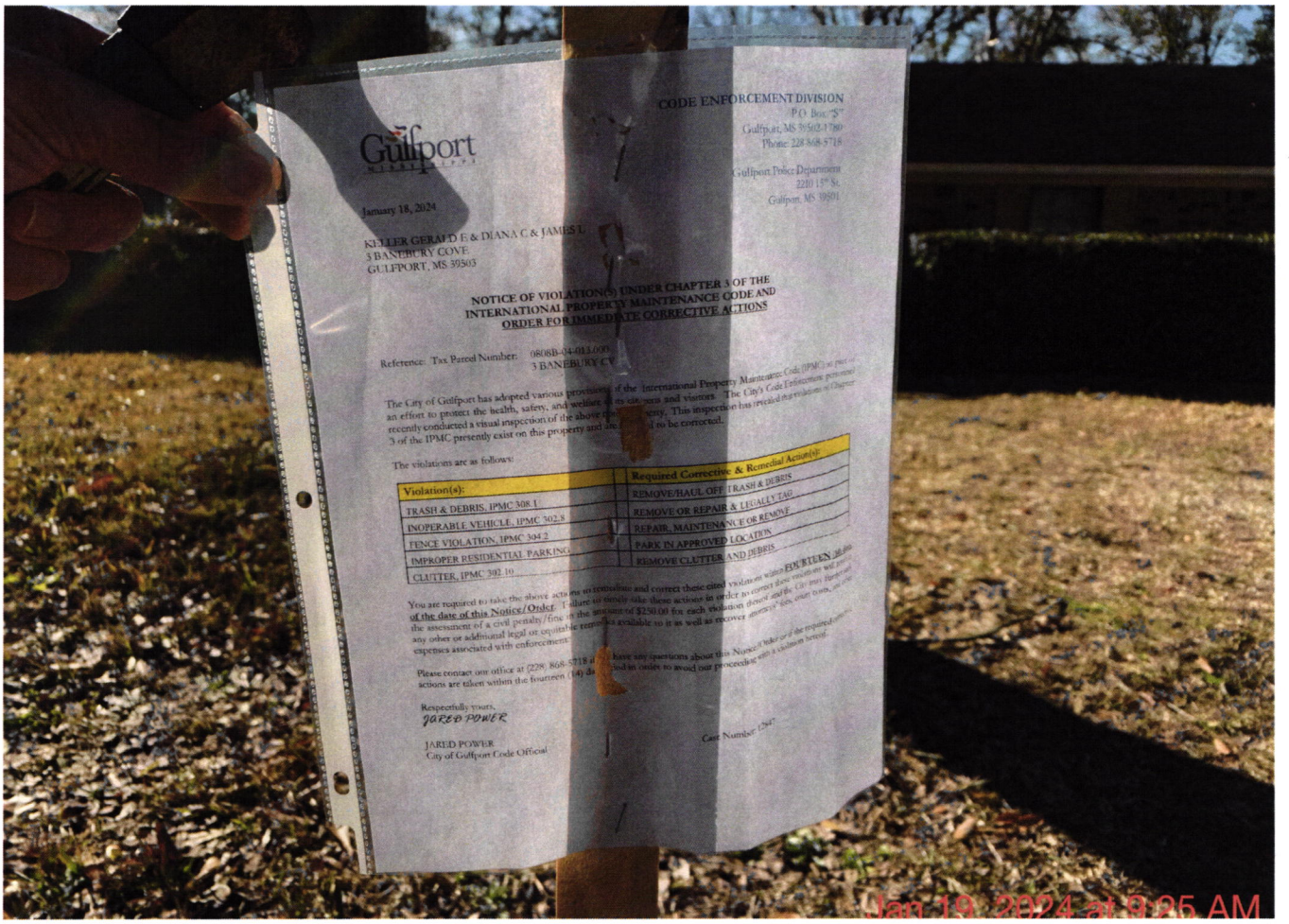
Respectfully yours,
JARED POWER

JARED POWER
City of Gulfport Code Official

Case Number: 12847


Gulfport
CODE ENFORCEMENT DIVISION
P.O. Box "S"
Gulfport, MS 39502-1780
Phone: 228-868-5718
Gulfport Police Department
2210 15th St.
Gulfport, MS 39501
January 18, 2024
KELLER GERALD F. & DIANA C. & JAMES L.
3 BANEBURY COVE
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: 0808B-04-013.000
3 BANEBURY CV
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
FENCE VIOLATION, IPMC 304.2
REPAIR, MAINTENANCE OR REMOVE
IMPROPER RESIDENTIAL PARKING
PARK IN APPROVED LOCATION
CLUTTER, IPMC 302.10
REMOVE CLUTTER AND DEBRIS
Case Number: 1247
JARED POWER
City of Gulfport Code Official
Jan 19, 2024 at 9:25 AM


Jan 19, 2024 at 9:26 AM


Jan 18, 2024 at 10:43 AM


WASTE PRO
Jan 18, 2024 at 10:43 AM


Jan 18, 2024 at 10:44 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

January 22, 2024

KING AUSTIN & BROOKLYN
14061 ANANDALE CIR
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-02-002.066
14061 ANANDALE CIR

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):
OVERGROWN PROPERTY, IPMC 302.4		CUT & CLEAN THE PROPERTY
WEEDS,VINES, TREE OR LIMBS		REMOVE WEEDS, VINES, LIMBS, TR
TRASH & DEBRIS, IPMC 308.1		REMOVE/HAUL OFF TRASH & DEBRIS
INOPERABLE VEHICLE, IPMC 302.8		REMOVE OR REPAIR & LEGALLY TAG
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,
JARED POWER

JARED POWER
City of Gulfport Code Official

Case Number: 13111

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

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

January 22, 2024

MILLER BARBARA ANN
14061 ANANDALE CIR
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-02-002.066
14061 ANANDALE CIR

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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OVERGROWN PROPERTY, IPMC 302.4		CUT & CLEAN THE PROPERTY
WEEDS,VINES, TREE OR LIMBS		REMOVE WEEDS, VINES, LIMBS, TR
TRASH & DEBRIS, IPMC 308.1		REMOVE/HAUL OFF TRASH & DEBRIS
INOPERABLE VEHICLE, IPMC 302.8		REMOVE OR REPAIR & LEGALLY TAG
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.

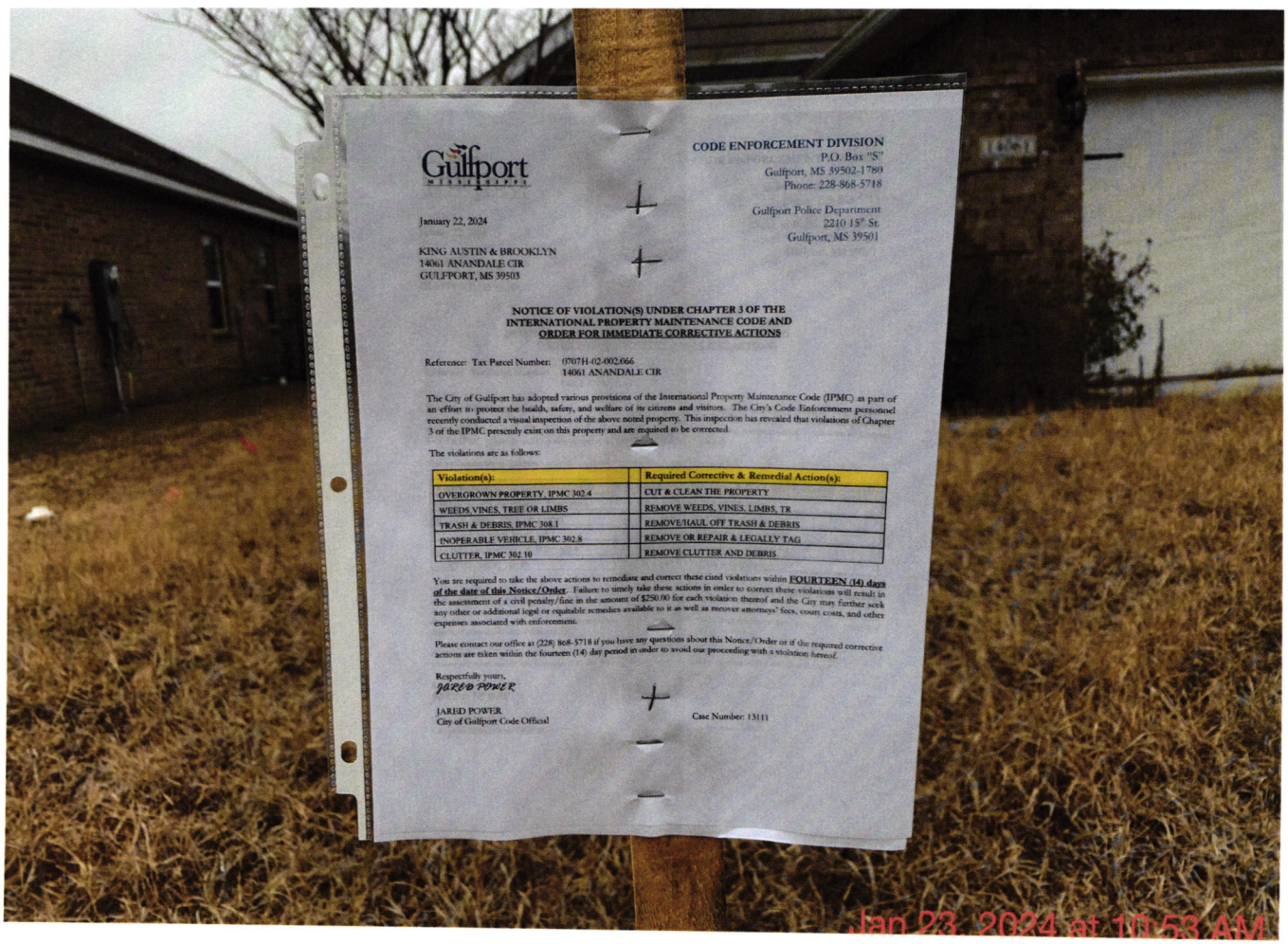
Please contact our office at (228) 868-5718 if you have any questions about this Notice/Order or if the required corrective actions are taken within the fourteen (14) day period in order to avoid our proceeding with a violation hereof.

Respectfully yours,
JARED POWER

JARED POWER
City of Gulfport Code Official

Case Number: 13111


Jan 23, 2024 at 10:53 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
January 22, 2024
KING AUSTIN & BROOKLYN
14061 ANANDALE CIR
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-02-002.066
14061 ANANDALE CIR
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):
OVERGROWN PROPERTY, IPMC 302.4
CUT & CLEAN THE PROPERTY
WEEDS, VINES, TREE OR LIMBS
REMOVE WEEDS, VINES, LIMBS, TR
TRASH & DEBRIS, IPMC 308.1
REMOVE/HAUL OFF TRASH & DEBRIS
INOPERABLE VEHICLE, IPMC 302.8
REMOVE OR REPAIR & LEGALLY TAG
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,
JARED POWER
JARED POWER
City of Gulfport Code Official
Case Number: 13111
Jan 23, 2024 at 10:53 AM


14061
Jan 22, 2024 at 1:47 PM


NISSAN
ALTIMA
3.5 SR
HAS 1195
HARRISON
Jan 22, 2024 at 1:47 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

January 12, 2024

HALL JOHN R & HIGH CHERYL
0 O'NEAL 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: 0808D-02-006.000
O'NEAL 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):
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: 13152

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

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

January 12, 2024

HALL JOHN R & HIGH CHERYL
2216 17TH 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: 0808D-02-006.000
O'NEAL 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):
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.

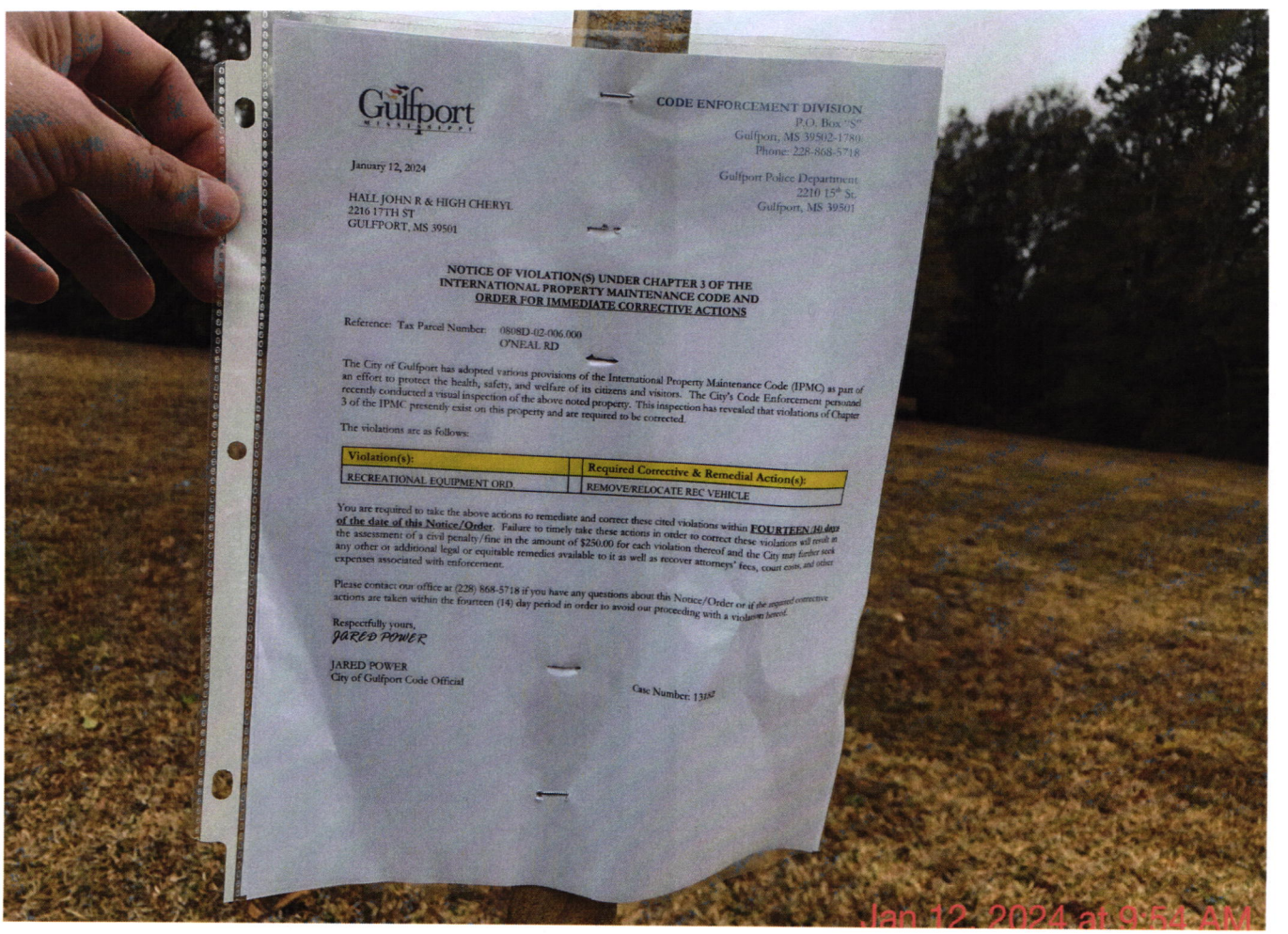
Please contact our office at (228) 868-5718 if you have any questions about this Notice/Order or if the required corrective actions are taken within the fourteen (14) day period in order to avoid our proceeding with a violation hereof.

Respectfully yours,
JARED POWER

JARED POWER
City of Gulfport Code Official

Case Number: 13152


Jan 12, 2024 at 9:54 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
January 12, 2024
HALL JOHN R & HIGH CHERYL
2216 17TH 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: 0808D-02-006.000
O'NEAL 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):
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: 13157
Jan 12, 2024 at 9:54 AM


Jan 11, 2024 at 1:38 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

January 3, 2024

GARNER LYMAN LANCE
12219 VADA 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: 0708H-03-031.000
12219 VADA 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
UTILITY TLR PKG, IPMC 302.10.3		REMOVE/RELOCATE UTL TRAILER
RECREATIONAL EQUIPMENT ORD.		REMOVE/RELOCATE REC VEHICLE
APPLIANCE(S) OUTSIDE OF BLDG		REMOVE/DISCARD USED APPLIANCES

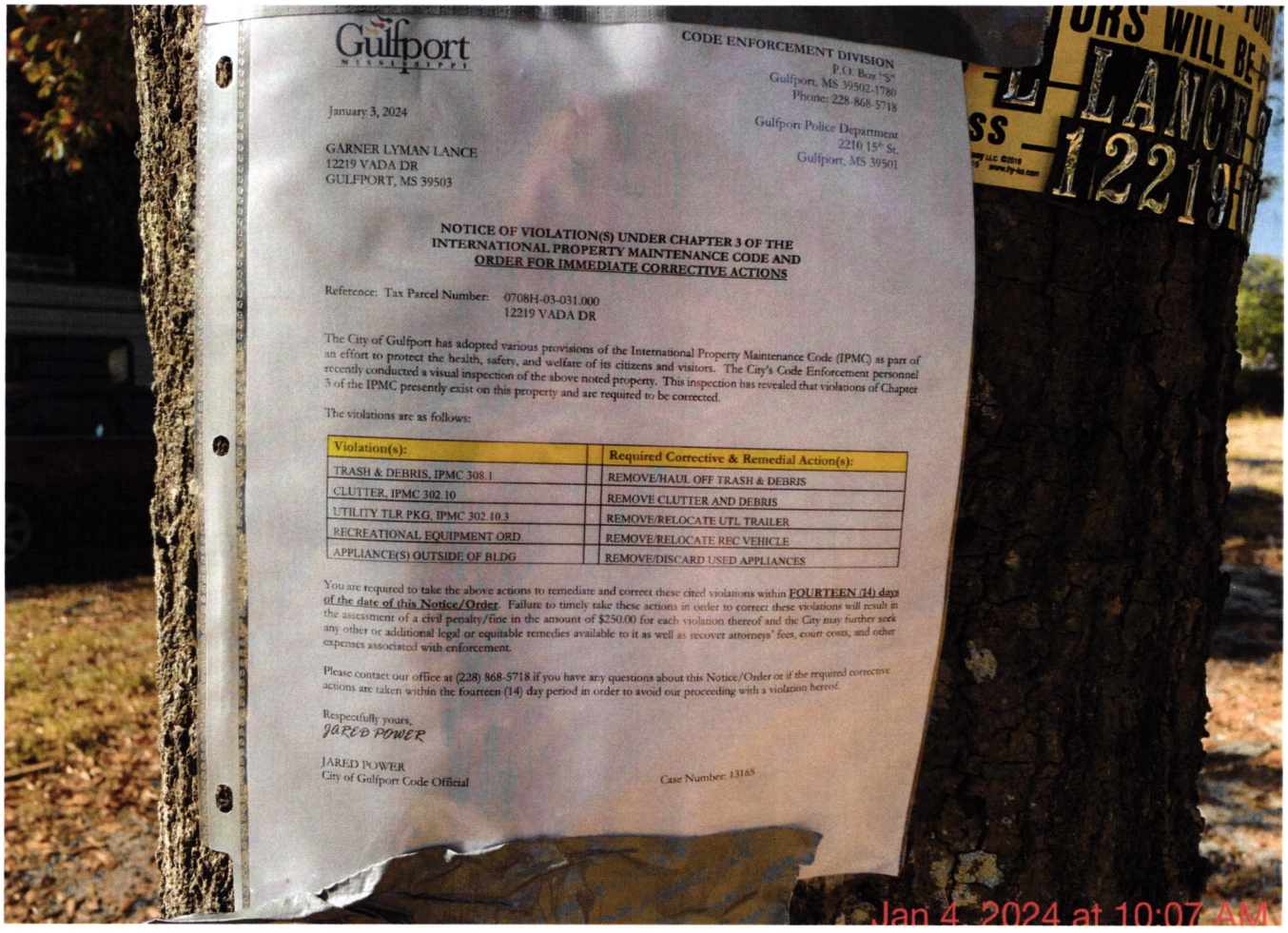
You are required to take the above actions to remediate and correct these cited violations within **FOURTEEN (14) days of the date of this Notice/Order**. Failure to timely take these actions in order to correct these violations will result in the assessment of a civil penalty/fine in the amount of $250.00 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: 13165



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

January 3, 2024

GARNER LYMAN LANCE
12219 VADA 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: 0708H-03-031.000
12219 VADA 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
UTILITY TLR PKG, IPMC 302.10.3	REMOVE/RELOCATE UTL TRAILER
RECREATIONAL EQUIPMENT ORD	REMOVE/RELOCATE REC VEHICLE
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: 13165

Jan 4, 2024 at 10:07 AM



Jan 4, 2024 at 10:07 AM


Jan 3, 2024 at 10:52 AM


Jan 3, 2024 at 10:52 AM

MEMORANDUM – CITY OF GULFPORT

Date: **JANUARY 24, 2024**

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

From: **Police Department**
Code Enforcement Division

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

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

Parcel 1: 0810M-04-004.010. Beg 433.3 Ft N Of Inter Of E Mar Of 34th Ave & N Mar Of 28th St N Alon G 34th Ave 112.1 Ft E 110.7 Ft S 11 2.1 Ft W 111 Ft To Pob Part Of Sw 1/4 Of Sw1/4 Of Sec 33-7-11. Property Located At 2804 34th Ave. For Violation Of Remove/Haul Off Trash & Debris. Hailu Matiwes Solomon Case: 13233

MEMORANDUM – CITY OF GULFPORT

Date: **JANUARY 23, 2024**

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

From: **Police Department**
Code Enforcement Division

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

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

Parcel 1: 0810M-04-004.010. Beg 433.3 Ft N Of Inter Of E Mar Of 34th Ave & N Mar Of 28th St N Alon G 34th Ave 112.1 Ft E 110.7 Ft S 11 2.1 Ft W 111 Ft To Pob Part Of Sw 1/4 Of Sw1/4 Of Sec 33-7-11. Property Located At 2804 34th Ave. For Violation Of Remove/Haul Off Trash & Debris. Hailu Matiwes Solomon Case: 13233

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

1/18/2024

VIA REGULAR U. S. MAIL

HAILU MATIWES SOLOMON
2804 34TH AVE
GULFPORT, MS 39501

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

Re: 2804 34TH AVE

Dear HAILU MATIWES SOLOMON:

This is written notice in accordance with Miss. Code Ann. § 21-19-11(2) (Rev. 2019) that property owned by you at 2804 34TH AVE, Gulfport, MS has been determined by me to be in such a state of uncleanliness as to be a menace to the public health, safety and welfare of the community and is therefore in need of cleaning. As a consequence, the City of Gulfport is authorized under this State law (Miss. Code Ann. § 21-19-11(2)) to enter upon this property to have it cleaned and to assess you the amount of monies incurred by the City as part of this effort (up to $250.00) plus administrative costs of the City up to $50.00. These assessments can be determined by the City's Governing Authority to constitute a civil debt and could then be the subject of a lawsuit against you for recovery, to include court costs, attorneys' fees, and interest, or, at the option of the Governing Authority, these will be collected as an assessment against this property and which shall be a lien against the property and enrolled in the Office of the Circuit Clerk of the County as other judgments are enrolled and which would follow title of the property. As also set out in § 21-19-11, the City is further permitted to re-enter upon this property for a period of one (1) year after this cleaning occurs without any further hearing or action if notice is posted on the property and at City Hall at least seven (7) days before the property is re-entered for cleaning.

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

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

Sincerely,

Tyler Wales

Code Enforcement Officer

cc: (1) City Council Clerk (for recordation in the Minutes of the City's Governing Authority)
(2) City Hall Lobby Code Enforcement Postings (for posting)
(3) Subject Property at 2804 34TH AVE (for posting)
(4) City Attorney's Office

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

1/18/2024

VIA REGULAR U. S. MAIL

HAILU MATIWES SOLOMON
1687 HOWELL DR
INDIANAPOLIS, IN 46231

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

Re: 2804 34TH AVE

Dear HAILU MATIWES SOLOMON:

This is written notice in accordance with Miss. Code Ann. § 21-19-11(2) (Rev. 2019) that property owned by you at 2804 34TH AVE, Gulfport, MS has been determined by me to be in such a state of uncleanliness as to be a menace to the public health, safety and welfare of the community and is therefore in need of cleaning. As a consequence, the City of Gulfport is authorized under this State law (Miss. Code Ann. § 21-19-11(2)) to enter upon this property to have it cleaned and to assess you the amount of monies incurred by the City as part of this effort (up to $250.00) plus administrative costs of the City up to $50.00. These assessments can be determined by the City's Governing Authority to constitute a civil debt and could then be the subject of a lawsuit against you for recovery, to include court costs, attorneys' fees, and interest, or, at the option of the Governing Authority, these will be collected as an assessment against this property and which shall be a lien against the property and enrolled in the Office of the Circuit Clerk of the County as other judgments are enrolled and which would follow title of the property. As also set out in § 21-19-11, the City is further permitted to re-enter upon this property for a period of one (1) year after this cleaning occurs without any further hearing or action if notice is posted on the property and at City Hall at least seven (7) days before the property is re-entered for cleaning.

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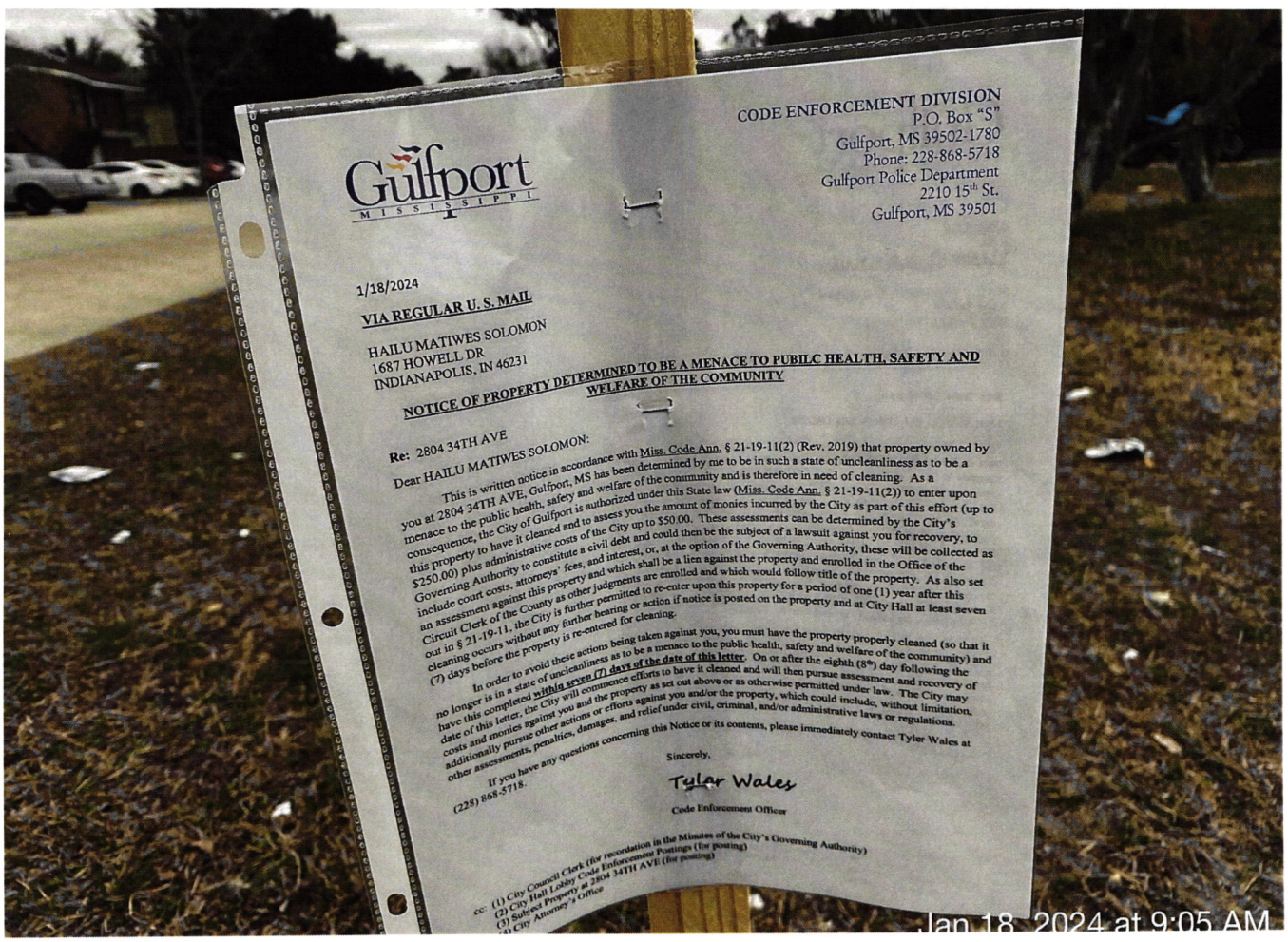
(2) City Hall Lobby Code Enforcement Postings (for posting)
(3) Subject Property at 2804 34TH AVE (for posting)
(4) City Attorney's Office


Jan 18, 2024 at 9:06 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
1/18/2024
VIA REGULAR U. S. MAIL
HAILU MATIWES SOLOMON
1687 HOWELL DR
INDIANAPOLIS, IN 46231
NOTICE OF PROPERTY DETERMINED TO BE A MENACE TO PUBILC HEALTH, SAFETY AND WELFARE OF THE COMMUNITY
Re: 2804 34TH AVE
Dear HAILU MATIWES SOLOMON:
This is written notice in accordance with Miss. Code Ann. § 21-19-11(2) (Rev. 2019) that property owned by you at 2804 34TH AVE, Gulfport, MS has been determined by me to be in such a state of uncleanliness as to be a menace to the public health, safety and welfare of the community and is therefore in need of cleaning. As a consequence, the City of Gulfport is authorized under this State law (Miss. Code Ann. § 21-19-11(2)) to enter upon this property to have it cleaned and to assess you the amount of monies incurred by the City as part of this effort (up to $250.00) plus administrative costs of the City up to $50.00. These assessments can be determined by the City's Governing Authority to constitute a civil debt and could then be the subject of a lawsuit against you for recovery, to include court costs, attorneys' fees, and interest, or, at the option of the Governing Authority, these will be collected as an assessment against this property and which shall be a lien against the property and enrolled in the Office of the Circuit Clerk of the County as other judgments are enrolled and which would follow title of the property. As also set out in § 21-19-11, the City is further permitted to re-enter upon this property for a period of one (1) year after this cleaning occurs without any further hearing or action if notice is posted on the property and at City Hall at least seven (7) days before the property is re-entered for cleaning.
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If you have any questions concerning this Notice or its contents, please immediately contact Tyler Wales at (228) 868-5718.
Sincerely,
Tyler Wales
Code Enforcement Officer
cc: (1) City Council Clerk (for recordation in the Minutes of the City's Governing Authority)
(2) City Hall Lobby Code Enforcement Postings (for posting)
(3) Subject Property at 2804 34TH AVE (for posting)
(4) City Attorney's Office
Jan 18, 2024 at 9:05 AM


Jan 18, 2024 at 9:05 AM


Jan 18, 2024 at 9:05 AM

SUBAWARD AGREEMENT

BETWEEN THE CITY OF GULFPORT, MISSISSIPPI, AND HARRISON COUNTY, MISSISSIPPI, PERTAINING TO THE EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG) PROGRAM FY 2022

This Subaward Agreement (hereinafter, "Agreement") is made and entered into this 22 day of November, 2023 by and between the City of Gulfport, Mississippi (hereinafter, "Gulfport"), and Harrison County, Mississippi (hereinafter, "Harrison County"), acting by and through their respective governing authorities, and pertains to Federal Award 15PBJA-23-GG-03572-JAGX, an award from the United States Department of Justice, Bureau of Justice Assistance (Federal Awarding Agency) under the Edward Byrne Memorial Justice Assistance Grant (JAG) Program for fiscal year 2023.

WHEREAS, Harrison County and Gulfport believe that performance of this Agreement is in the best interest of both parties, that the undertaking will benefit the public, and that Gulfport shall be both the fiscal and applicant agent as respects the aforementioned Federal Award; and

WHEREAS, certain grant funding has been awarded to the Gulfport and Harrison County by way of the Edward Byrne Memorial Justice Assistance Grant Program FY 2022 (hereinafter "JAG Award) as of September 25, 2023 (Federal Award Date), and Gulfport agrees to disburse the funds from the JAG Award to Harrison County as the amounts appear on the Edward Byrne Memorial Justice Assistance Grant (JAG) Program FY 2023 allocation list.

NOW THEREFORE, the City of Gulfport, Mississippi, and the City of Harrison County, Mississippi, agree as follows:

Section 1. Parties

For purposes of this Agreement, Gulfport is the pass-through entity and Harrison County is the subrecipient. The DUNS number for Harrison County is 020879268.

Section 2. Period of Performance

The Subaward period of performance start date is October 1, 2023. The Subaward period of performance end date is September 30, 2026.

Section 3. Award Information

A. Federal Award Number: 15PBJA-23-GG-03572-JAGX
B. Federal Award Date: September 25, 2023
C. Federal Award Project Description: Enhancement of Equipment
D. Total amount of Federal Award: $86,731.00
E. Total Amount of Federal Funds Obligated to the Subrecipient: $16,385.00
F. Amount of Federal Funds Obligated in this action/agreement: $86,731.00

11212023-20

G. Federal Award Agency: United States Department of Justice, Bureau of Justice Assistance
H. Contact information for the awarding official: Wai Yee Tsang-White, (202)451-7159; 810 7th Street NW, Washington, DC 20531; Wai.Yee.Tsang-White@usdoj.gov.
I. CFDA number: 16.738.
J. CDFA name: Edward Byrne Memorial Justice Assistance Grant program.
K. This award is not for Research and Development.
L. Indirect cost rate for the Federal Award: $0.00.
M. Special Conditions applicable to this Award may be found in Exhibit "A" hereto which is incorporated herein by reference.

Section 4. Subaward Information

A. Subaward Project Description: Harrison County will enhance equipment by purchasing a computer hardware.

B. Subaward Budget:

- **Equipment:**

Twenty (20) Siminution masks and throat collars	$8,000.00
Eight (8) Iron Wolf Hard Drives Two (2) Canon Wireless All in one color Inkjet printers Three (3) Lenovo IdeaPad Gaming 3 Laptops Microsoft Office '21 Office 365 Software	$8,385.00
Total Cost:	**$16,385.00**

Section 5. Compliance with Federal Statutes, Regulations and Applicable Federal Award

A. Harrison County shall ensure that, in the execution of this Federal Award, it will act in full accord with applicable federal statutes and regulations and the terms and conditions of the Federal Award.
B. Harrison County shall provide to Gulfport an organizational chart showing placement of individuals responsible for financial and programmatic matters.
C. Harrison County shall provide to Gulfport an overall description of financial management or accounting system or software to be used to manage awarded funds.
D. Harrison County shall provide to Gulfport documentation regarding disbursements, payments, grant expenditures, procurements, approvals of expenses, check issuances, and any use of grant funds.
E. Harrison County shall provide to Gulfport with any documented internal audits conducted of grant funded activities.

Section 6. Additional Requirements on the Sub-Recipient

A. Harrison County shall ensure that awarded funds are utilized in accordance with the project description.

B. Harrison County shall maintain records of purchases, equipment used, and equipment status. Said records shall be made available to Gulfport upon request.
C. Harrison County shall permit Gulfport and any auditors assigned to audit the funds associated with the Federal Award that is the subject of this Agreement to have access to Harrison County's records and financial statements as is necessary for Gulfport to meet the obligations placed on it by 2 C.F.R. § 200.

Section 7. Closeout of the Subaward

A. Closeout procedures shall begin within ninety (90) days of the end date of the award (September 30, 2026), or any approved extension.
B. Harrison County shall submit the following to Gulfport, as pass-through entity:
    1. Final Federal Financial Report (FFR) (submitted on SF-425). This final report should not reflect any unliquidated obligations. The FFR shall be reconciled against the Harrison County's internal accounting records. All entries in the accounting system must be supported by adequate source documentation (i.e., original invoices and contracts). All allowable costs incurred, both at the recipient and subrecipient level shall be reported.
    2. Any unobligated or unexpended funds will be de-obligated from the award amount. To avoid de-obligation, all funds must be obligated prior to the award end date.
    3. Match requirements must be met by the award end date and included in the FFR.
    4. If Harrison County has drawn down funds in excess of their Federal expenditures, it shall return unused funds to the awarding agency when they it submits the FFR.
    5. A final progress report must be prepared in accordance with instructions provided by the awarding agency's program office.
    6. Special condition(s) must have been met and removed via Grant Adjustment Notice.
    7. Inventions that were conceived or first introduced to practice during the course of work under the award project must be listed on an invention report PRIOR TO closeout.
    8. Real or personal property reports must be submitted in accord with the terms of the award.
    9. Harrison County shall provide to Gulfport any other report or documentation required to be submitted by applicable Federal statute or regulation or the terms and conditions of the Federal Award.

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Agreed to this this 22 day of November, 2023.

CITY OF GULFPORT, MISSISSIPPI

_____
Billy Hewes, Mayor

ATTEST:

_____
Clerk

HARRISON COUNTY, MISSISSIPPI

_____
President
Harrison County Board of Supervisors

ATTEST:

_____
Clerk

SUBAWARD AGREEMENT

BETWEEN THE CITY OF GULFPORT, MISSISSIPPI, AND THE CITY OF BILOXI, MISSISSIPPI, PERTAINING TO THE EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG) PROGRAM FY 2023

This Subaward Agreement (hereinafter, "Agreement") is made and entered into this 4th day of October, 2023 by and between the City of Gulfport, Mississippi (hereinafter, "Gulfport"), and the City of Biloxi, Mississippi (hereinafter, "Biloxi"), acting by and through their respective governing authorities, and pertains to Federal Award 15PBJA-23-GG-03572-JAGX, an award from the United States Department of Justice, Bureau of Justice Assistance (Federal Awarding Agency) under the Edward Byrne Memorial Justice Assistance Grant (JAG) Program for fiscal year 2023.

WHEREAS, Biloxi and Gulfport believe that performance of this Agreement is in the best interest of both parties, that the undertaking will benefit the public, and that Gulfport shall be both the fiscal and applicant agent as respects the aforementioned Federal Award; and

WHEREAS, certain grant funding has been awarded to the Gulfport and Biloxi by way of the Edward Byrne Memorial Justice Assistance Grant Program FY 2023 (hereinafter "JAG Award) as of September 25, 2023 (Federal Award Date), and Gulfport agrees to disburse the funds from the JAG Award to Biloxi as the amounts appear on the Edward Byrne Memorial Justice Assistance Grant (JAG) Program FY 2023 allocation list.

NOW THEREFORE, the City of Gulfport, Mississippi, and the City of Biloxi, Mississippi, agree as follows:

Section 1. Parties

For purposes of this Agreement, Gulfport is the pass-through entity and Biloxi is the subrecipient. The DUNS number for Biloxi is 072610058.

Section 2. Period of Performance

The Subaward period of performance start date is October 1, 2023. The Subaward period of performance end date is September 30, 2026.

Section 3. Award Information

A. Federal Award Number: 15PBJA-23-GG-03572-JAGX
B. Federal Award Date: September 25, 2023
C. Federal Award Project Description: Enhancement of Equipment
D. Total amount of Federal Award: $86,731.00.
E. Total Amount of Federal Funds Obligated to the Subrecipient: $27,421.00
F. Amount of Federal Funds Obligated in this action/agreement: $86,731.00

Exhibit "A"

10032023_48

G. Federal Award Agency: United States Department of Justice, Bureau of Justice Assistance
H. Contact information for the awarding official: Wai Yee Tsang-White, (202)451-7159; 810 7th Street NW, Washington, DC 20531; Wai.Yee.Tsang-White@usdoj.gov.
I. CFDA number: 16.738.
J. CDFA name: Edward Byrne Memorial Justice Assistance Grant program.
K. This award is not for Research and Development.
L. Indirect cost rate for the Federal Award: $0.00.
M. Special Conditions applicable to this Award may be found in Exhibit "A" hereto which is incorporated herein by reference.

Section 4. Subaward Information

A. Subaward Project Description: Biloxi will enhance equipment by purchasing computer hardware.

B. Subaward Budget:

- **Equipment:**
  Computer hardware/office equipment $27,421.00

Total Cost: $27,421.00

Section 5. Compliance with Federal Statutes, Regulations and Applicable Federal Award

A. Biloxi shall ensure that, in the execution of this Federal Award, it will act in full accord with applicable federal statutes and regulations and the terms and conditions of the Federal Award.
B. Biloxi shall provide to Gulfport an organizational chart showing placement of individuals responsible for financial and programmatic matters.
C. Biloxi shall provide to Gulfport an overall description of financial management or accounting system or software to be used to manage awarded funds.
D. Biloxi shall provide to Gulfport documentation regarding disbursements, payments, grant expenditures, procurements, approvals of expenses, check issuances, and any use of grant funds.
E. Biloxi shall provide to Gulfport with any documented internal audits conducted of grant funded activities.

Section 6. Additional Requirements on the Sub-Recipient

A. Biloxi shall ensure that awarded funds are utilized in accordance with the project description.
B. Biloxi shall maintain records of purchases, equipment used, and equipment status. Said records shall be made available to Gulfport upon request.
C. Biloxi shall permit Gulfport and any auditors assigned to audit the funds associated with the Federal Award that is the subject of this Agreement to have access to Biloxi's records

and financial statements as is necessary for Gulfport to meet the obligations placed on it by 2 C.F.R. § 200.

Section 7. Closeout of the Subaward

A. Closeout procedures shall begin within ninety (90) days of the end date of the award (September 30, 2026), or any approved extension.
B. Biloxi shall submit the following to Gulfport, as pass-through entity:
    1. Final Federal Financial Report (FFR) (submitted on SF-425). This final report should not reflect any unliquidated obligations. The FFR shall be reconciled against the Biloxi's internal accounting records. All entries in the accounting system must be supported by adequate source documentation (i.e., original invoices and contracts). All allowable costs incurred, both at the recipient and subrecipient level shall be reported.
    2. Any unobligated or unexpended funds will be de-obligated from the award amount. To avoid de-obligation, all funds must be obligated prior to the award end date.
    3. Match requirements must be met by the award end date and included in the FFR.
    4. If Biloxi has drawn down funds in excess of their Federal expenditures, it shall return unused funds to the awarding agency when they it submits the FFR.
    5. A final progress report must be prepared in accordance with instructions provided by the awarding agency's program office.
    6. Special condition(s) must have been met and removed via Grant Adjustment Notice.
    7. Inventions that were conceived or first introduced to practice during the course of work under the award project must be listed on an invention report PRIOR TO closeout.
    8. Real or personal property reports must be submitted in accord with the terms of the award.
    9. Biloxi shall provide to Gulfport any other report or documentation required to be submitted by applicable Federal statute or regulation or the terms and conditions of the Federal Award.

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Agreed to this this 4th day of October, 2023.

CITY OF GULFPORT, MISSISSIPPI

Billy Hewes, Mayor

ATTEST:

Clerk

CITY OF BILOXI, MISSISSIPPI

Andrew Gilich, Mayor

ATTEST:

Deputy Clerk

MEMORANDUM – CITY OF GULFPORT

Date: **FEBRUARY 2, 2024**

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

From: **Linda Allen (Department of Urban Development)**

Re: **Privilege License Report – for the month of January 2024 – to be made a part of the minutes.**

The attached report of Privilege Licenses issued by the City of Gulfport for the period of January 1st through January 31st, 2024 to be presented to the City Council on the 6th day of February, 2024 per Mississippi Code § 27-17-501.

DBA	Posted Date	Tender Amount
BOLLINGER GULFPORT SHIPBUILDING, LLC	01/31/2024	$45.00
FLOWERS BAKING CO OF NEW ORLEANS, LLC	01/30/2024	$20.00
SAMMIE'S MOBILE HOME PARK	01/30/2024	$20.00
BLACKLIDGE EMULSIONS INC	01/29/2024	$30.00
SIMMONS LAWN CARE	01/29/2024	$20.00
BELLS DRAFTING SERVICE	01/29/2024	$20.00
HEALTH & HUMAN PERFORMANCE LAB	01/29/2024	$15.00
THA SPOTT	01/25/2024	$15.00
MCNAIR HOMES	01/25/2024	$20.00
FRED J REPAIR, LLC	01/25/2024	$15.00
FRED J REPAIR, LLC	01/25/2024	($15.00)
FRED J REPAIR, LLC	01/25/2024	$15.00
BELL MECHANICAL SERVICES, LLC	01/25/2024	$15.00
PREMIER AMUSEMENTS INC	01/24/2024	$675.00
ALLEN BEVERAGES INC	01/24/2024	$220.00
MATT BOWERS HYUNDAI - GULFPORT	01/24/2024	$800.00
MATT BOWERS HYUNDAI - GULFPORT	01/24/2024	$480.00
SMOKE A-Z SHOP	01/24/2024	$15.00
FROOGELS #1	01/24/2024	$395.00
HERCULES TIRE SHOP	01/24/2024	$20.00
PETIE'S EATS	01/24/2024	$44.20
GRAYSTONE AUTOMOTIVE GROUP, MS	01/24/2024	$15.00
AICHA AFRICAN HAIR BRAIDING & BEAUTY	01/24/2024	$15.00
THE BOOK BAG	01/23/2024	$20.00
DAIRY QUEEN	01/23/2024	$54.00
SUBWAY SANDWICHES #13390	01/23/2024	$20.00
SUBWAY SANDWICHES #1918	01/23/2024	$20.00
D BALDER MD PLLC	01/23/2024	$74.40
SOUTH MS. HEART AND VASCULAR INS. LLC	01/23/2024	$20.00
FROOGELS #6	01/23/2024	$215.00
GLOBAL FINANCIAL AID SERVICES	01/23/2024	$130.50
GOOD BROS SEAFOOD	01/23/2024	$15.00
JAMES B. DONAGHEY INC.	01/23/2024	$15.00
COAST SEW AND VAC	01/23/2024	$393.00
E&M WILLIS INC	01/23/2024	$20.00
GULFPORT GALLERIA	01/22/2024	$20.00
LOS SARAPES RESTAURANT & MAS	01/22/2024	$22.50
RAYBOURNS	01/22/2024	$30.00
SOUTHERN LIGHT LLC	01/19/2024	$270.00
THE BODEGA	01/19/2024	$20.00
EXTRA INNINGS	01/19/2024	$47.60
THE UROLOGY CLINIC LLC	01/18/2024	$158.60
TONYS KING OF STEAKS INC	01/18/2024	$15.00
HAUG, FARRAR, & FRANCO	01/18/2024	$22.50

COAST COCA COLA BOTTLING CO	01/18/2024	$4,290.00
SISTER AFRICAN HAIR BRAIDING	01/17/2024	$20.00
GULF COAST BIKE RENTAL	01/16/2024	$90.00
COASTAL PRINTS LLC	01/16/2024	$22.50
BELLA ROSE BOUTIQUE LLC	01/16/2024	$30.00
GULF COAST CLEANING COMPANY LLC	01/11/2024	$20.00
CHRIS' BEAUTY COLLEGE, INC.	01/10/2024	$36.00
CENTENNIAL PLAZA	01/10/2024	$114.00
SOUTHERN ELECTROLYSIS LLC	01/10/2024	$15.00
HAYNES & SONS CONSTRUCTION CO	01/10/2024	$20.00
NEW OUTLOOKS	01/10/2024	$20.00
RESONANCE LABORATORIES LLC	01/09/2024	$15.00
WOODMEN LIFE	01/09/2024	$20.00
WOODMEN LIFE	01/09/2024	($20.00)
LENDNATION	01/09/2024	$20.00
QUICK CASH TITLE LOANS INC ATTN: DAWN BURY	01/09/2024	($20.00)
LENDNATION	01/09/2024	$20.00
QUICK CASH TITLE LOANS INC	01/09/2024	($20.00)
BEAUTY BY LASHONDA	01/09/2024	$15.00
HL RAYMOND PROPERTIES	01/09/2024	$15.00
TJS TRUCKING	01/08/2024	$30.00
JOHN'S CONSTRUCTION CO	01/08/2024	$20.00
COASTAL WATTERS MASSAGE THERAPY	01/08/2024	$15.00
FULL BLOWN FABRICATION	01/04/2024	$136.80
ROBERT D ROSS MD APMC	01/04/2024	$30.00
JAY JAY'S PAWN & JEWELRY	01/02/2024	$1,095.00
BADCOCK HOME FURNITURE & MORE	01/02/2024	$50.00
BRYAN JACOBS AGENCY	01/02/2024	$20.00
	MONTHLY TOTAL AMOUNT:	***$10,636.60***

Department	Requestor	Request Date	Pre-Payment Date (sent invoice to requestor)	Completion Date	Requested Information	Status	Cost
UD	Nick Thompson	12/1/2023	12/1/2023	12/1/2023	May I please have copies of the following items if they exist 1) open code violations 2) permits that need to be closed out 3) unpaid special assessments charges or any liens on the property File #1029667 Address: 11409 Harris Drive Gulfport, MS 39503	completed- no records 12/1/2023 emailed letter	$0.00
Code Enf	Nick Thompson	12/1/2023	12/1/2023	12/1/2023	May I please have copies of the following items if they exist 1) open code violations 2) permits that need to be closed out 3) unpaid special assessments charges or any liens on the property File #1029667 Address: 11409 Harris Drive Gulfport, MS 39503	completed- no records 12/1/2023 emailed letter	$0.00
	Adrienne Bridges (MS DCPS)	12/1/2023	12/1/2023	12/1/2023	Tamara Lemon	completed- too vague emailed letter 12/1	$0.00
Court	Adrienne Bridges (MS DCPS)	12/1/2023	12/1/2023	12/1/2023	I am requesting abstracts of old traffic violations on Tamara Lemon dated 6-20-2016 (contempt of court) 6-19-2015 (seat belt violation) and 10-30-2015 (driving while license suspended. I am also requesting to know if Ms. Lemon has any old fines or fees	completed	$0.00

	Bashir Ahmed	12/1/2023	12/1/2023	12/1/2023	Hi! This is a request for Dashcam and Bodycam video for the first two squads/officers on the scene and bodycam video of one or two arresting officers who arrest the suspect(s) in the matter. This request also includes security footage related to the incident, if available. Please also include: The description Description: http://www.wlox.com/2023/11/16/uber-driver-carjacked-suspect-arrested-after-high-spee".	complete- text missing 12/1/2023 emailed letter	$0.00
	NICS	12/2/2023	12/5/2023	12/5/2023	Name: Battenhausen, Andrew Lewis	completed - too vague 12/5/2023 emailed letter	
	Bashir Ahmed	12/2/2023	12/5/2023	12/5/2023	Hi! This is request for the Dashcam and Bodycam footage of the incident described below. Description : http://www/wlox.com/2023/11/16/uber-driver-carjacked-suspect- arrested-after-high-speed".	complete- text missing 12/5/2023 emailed letter	$0.00
UD	Nathan Houston	12/4/2023	12/7/2023	12/7/2023	List of new businesses with phone numbers from month of November 2023	completed-under 5 min no charge	$0.00
UD	Maureen McKerns	12/4/2023	12/8/2023	12/82023	Parcel # 0711J-03-005.000; Address 813 42nd Ave Gulfport, MS 39501. Requesting records from 2017 remodel on 813 4nd Ave Gulfport including building permits; elec; plumbing roof, COC, CO or any documents which show home updated and completed 2017-2018	complete	$4.37

UD	Mary Treen	12/4/2023	12/6/2023	12/6/2023	Building permit applications issued residential & commercial over $10K 11/6/2023-12/1/2023	complete-DROP BOX link	$17.50
Court	Cheryl Rushton	12/4/2023	12/5/2023	12/5/2023	Requesting court abstract for DUI on Joel Dwaine Greenwood DOB 12-26-1971. We have DUI 4th + need all prior abstracts to prosecute	completed	$0.00
UD	Casey Sherwood- Blew & Associates PA	12/4/2023	12/6- emailed requestor about deposit fee	12/6- emailed requestor about deposit fee	15538 Touriel Road Gulfport, MS 39503- Please provide copies of current, open zoning, building or fire code violations on file. Please provide copies of certificate of occupancy, site plan, and variances issued to the property		
P&Z	Casey Sherwood- Blew & Associates PA	12/4/2023	12/6/2023	12/6/2023	15538 Touriel Road Gulfport, MS 39503- Please provide copies of current, open zoning, building or fire code violations on file. Please provide copies of certificate of occupancy, site plan, and variances issued to the property	completed-pending payment	$8.75

Engineering	Casey Sherwood- Blew & Associates PA	12/4/2023	12/8/2023	12/8/2023	15538 Touriel Road Gulfport, MS 39503- Please provide copies of current, open zoning, building or fire code violations on file. Please provide copies of certificate of occupancy, site plan, and variances issued to the property	complete- DROP BOX link -research under 5 min no charge	$0.00
Code Enf	Casey Sherwood- Blew & Associates PA	12/4/2023	12/6/2023	12/6/2023	15538 Touriel Road Gulfport, MS 39503- Please provide copies of current, open zoning, building or fire code violations on file. Please provide copies of certificate of occupancy, site plan, and variances issued to the property	complete- no records 12/6/2023 emailed letter	$0.00
FD	Casey Sherwood- Blew & Associates PA	12/4/2023	12/12/2023	12/12/2023	15538 Touriel Road Gulfport, MS 39503- Please provide copies of current, open zoning, building or fire code violations on file. Please provide copies of certificate of occupancy, site plan, and variances issued to the property	complete- no records 12/12/2023 emailed letter	$0.00
Court	Bianca Brooks- Biloxi Municipal Court	12/4/2023	12/5/2023	12/5/2023	William Michael Hughes- DUI abstract & Waiver for arrest on 11/30/2012 (convicted 4/9/13)	completed	$0.00

	Eric Hobbs	12/4/2023	12/5/2023	12/5/2023	Other	completed - too vague 12/5/2023 emailed letter	$0.00
UD	David Mineer	12/5/2023	12/6/2023	12/6/2023	Requesting copies of all issued building permits from 11/1/2023-11/30/2023	completed-DROP BOX link	$17.50
Code Enf	Daniel Shuler	12/5/2023	12/6/2023	12/6/2023	My firm is conducting a PCA at the Ray Brandt Collision Center located at 1122 Pass Road Gulfport, MS . We are requesting records for any outstanding fire and/or code violations at the Subject property.	complete- no records 12/6/2023 emailed letter	$0.00
FD	Daniel Shuler	12/5/2023	12/13/2023	12/13/2023	My firm is conducting a PCA at the Ray Brandt Collision Center located at 1122 Pass Road Gulfport, MS . We are requesting records for any outstanding fire and/or code violations at the Subject property.	complete	$4.37
PD	Jeffrey Pierce- Attorney	12/5/2023	12/6/2023	12/6/2023	Devin Fish - On or about 6/24/2023, Mr. Fish was arrested by Gulfport Police Department. Bodycam of arresting officers show the arrest. Attorney seeks all video and reports.	completed- active case 12/6/2023 emailed letter	$0.00

UD	Marcia Sherwood	12/5/2023	12/6/2023	12/6/2023	Permit of Occupancy- Requested by State Farm Insurance for home insurance. My current home insurance policy expires on 12/15/23 so I need before that date. Thank you	Completed	$4.37
	Eric Hobbs	12/5/2023	12/6/2023	12/6/2023	Photos	completed - too vague 12/6/2023 emailed letter	$0.00
UD	Virgil Gillespie	12/5/2023	12/8/2023	12/8/2023	The ordinance and all associated documents and petitions requesting the same where a shooting range was allowed on property zoned I-2 with planning commission approval	completed DROP BOX link	$8.75
FD	Kevin Billiot	12/6/2023	12/6/2023	12/6/2023	Fire incident report for the vehicle fire that occurred in the Wal-Mart parking lot on 10/22/23, involving a ford econoline conversion van. Wal-Mart address: 15441 Orange Grove Blvd. Gulfport, M 39503	completed	$4.37
	FHC, Inc	12/6/2023	12/6/2023	12/6/2023	All records related to the general plan case #2305PC049 and final plat case #2304PC042	completed- multiple subjects on one form 12/6/2023 emailed letter	$0.00

Court	NICS	12/6/2023	12/7/2023	12/7/2023	Please provide final disposition, level of conviction , convicting statue and subsection, criminal complaint, affidavit, and sentencing order	completed- sent letter 12/7/2023	$0.00
UD	FHC, Inc-1	12/6/2023	12/8/2023	12/8/2023	All records related to the general plan case #2305PC049	complete DROP BOX LINK	$8.75
UD	FHC, Inc-2	12/6/2023	12/8/2023	12/8/2023	All records related to final plat case #2304PC042	complete DROP BOX LINK	$8.75
	Kenneth Gilvary-1	No Date	12/7/2023	12/7/2023	Would you please provide a complete electronic copy of all documents pertaining to: 823 41st Avenue Gulfport, Harrison MS 39503 of the time period of today through the date of original construction documents including all roof permits, building permits, building plans, inspections, violations, resolution, and any correspondence of any kind to or from anyone regarding this address	completed- no date and signature 12/7/23 emailed letter	$0.00
	Kenneth Gilvary-2	No Date	12/7/2023	12/7/2023	Would you please provide a complete electronic copy of all documents pertaining to: 14451 Dedeaux Rd Gulfport, Harrison MS 39503 of the time period of today through the date of original construction documents including all roof permits, building permits, building plans, inspections, violations, resolution, and any correspondence of any kind to or from anyone regarding this address	completed- no date and signature 12/7/23 emailed letter	$0.00

	Kenneth Gilvary-3	No Date	12/7/2023	12/7/2023	Would you please provide a complete electronic copy of all documents pertaining to: 702 Mills Ave Gulfport, Harrison MS 39503 of the time period of today through the date of original construction documents including all roof permits, building permits, building plans, inspections, violations, resolution, and any correspondence of any kind to or from anyone regarding this address	completed- no date and signature 12/7/23 emailed letter	$0.00
	Kenneth Gilvary-4	No Date	12/7/2023	12/7/2023	Would you please provide a complete electronic copy of all documents pertaining to: 2609 14th St Harrison MS 39503 of the time period of today through the date of original construction documents including all roof permits, building permits, building plans, inspections, violations, resolution, and any correspondence of any kind to or from anyone regarding this address	completed- no date and signature 12/7/23 emailed letter	$0.00
PD	Attorney Dale Long obo Donnie Perkins	12/7/2023	1/9- reach out to dept.		Body cam footage for report #2023-00079669		
	Steven Rogers	12/7/2023	12/8/2023	12/8/2023	We are conduction and Phase 1 Environment and Property Assessment on 15538 Touriel Road (Hidden Acres MHP) and wanted to see if there are any outstanding code violations on that property. I am specifically looking for any building, planning and zoning, fire and health violations"	completed- no signature 12/8/23 emailed letter	$0.00

Court	Byron Wilbert-1	12/7/2023	12/8/2023	12/8/2023	Derrick Sager- Arrest Date 2022/05/20: Speeding , Seatbelt Violation	completed	$0.00
Court	Byron Wilbert-2	12/7/2023	12/11/2023	12/11/2023	Bryant Sager- Arrest Date: 2008/10/07 Speeding, Arrest Date: 2009/08/21 Uninsured Motorist Arrest Date: 2010/02/09 Speeding, Arrest Date 2011/02/03 No Parking by yellow Arrest Date: 2016/12/30 Speeding, No Insurance, Arrest Date 2017/01/26 Speeding	completed- no records 12/11/2023 emailed letter	$0.00
Court	Byron Wilbert-3	12/7/2023	12/8/2023	12/8/2023	Charles Carter- Arrest Date- 2007/04/06 Simple Domestic Arrest Date 2006/01/03 Uninsured Motorist Arrest Date 2007/09/30 Contempt, delinquency Arrest Date 2007/04/05 Noise Ordinance Arrest Date 2009/03/05 Improper turn, Uninsured motorist	completed	$0.00
Court	Byron Wilbert-4	12/7/2023	12/11/2023	12/11/2023	Alexia Allen- Arrest Date- 2019/10/01- Vehicle expired tag	completed	$0.00

Court	Byron Wilbert-5	12/7/2023	12/8/2023	12/8/2023	Brian Shillingford-Arrest Date 2017-04/17 Stop, standing, parking, tractor- trailer, Arrest Date 2016-02/2019 No Insurance Seatbelt Violation , Speeding City Ordinance	completed	$0.00
Court	Byron Wilbert-6	12/7/2023	12/8/2023	12/8/2023	Charlie Hall III- Arrest Date- 2006/02/23 Arrest Date 2006/03/28 Arrest Date 2006/08/20 Arrest Date 2009/08/25 Arrest Date 2009/02/15 Arrest Date 2006/11/11 Arrest Date 2008/06/18 Arrest Date 2016/06/17 Arrest Date 2011/11/08 Arrest Date 2006/02/23	completed	$0.00
Court	Byron Wilbert-7	12/7/2023	12/11/2023	12/11/2023	Laquista Hoda- Arrest date 1999/07/02 Poss. Of Marijuana , contempt of court Arrest Date 1999/11/17 Arrest Date 2007/04/17 Arrest Date 2009/10/26 Old fines Arrest Date 2011/10/28 Arrest Date 2017/09/15 Arrest Date 2017/05/25	completed	$0.00

Court	Byron Wilbert-8	12/7/2023	12/11/2023	12/11/2023	Shaetaura Hall- Arrest Date 2017/08/22 trespassing Arrest Date 2017/11/01 Contempt of Court Arrest Date 2009/09/09 Ran Stop Sign Arrest Date 2009/09/18 No Drivers License Lighting	completed- no records 12/11/2023 emailed letter	$0.00
Court	Byron Wilbert-9	12/7/2023	12/11/2023	12/11/2023	Gabrielle Robbins Arrest Date 2016/04/27 Arrest Date 2022/06/01- Speeding	completed	$0.00
Court	Demetrius Cage	12/7/2023	12/7/2023	12/7/2023	Abstract of all charges	completed	$0.00
PD	Joseph Davis	12/7/2023	12/14/2023	12/14/2023	Case #2023-00102106- Subjects Name Rashad Windham- All body cam video and dash cam video from responding officers regarding motor vehicle accident on November 14, 2023	completed	$0.00
PD	Stephanie at Morris Bart	12/7/2023	12/13/2023	12/13/2023	Report case number for car accident on 12/26/23 on Hwy 90 near kelly ave in Gulfport. Passenger: Deshawn Bolling. Driver was either Christina or Hope Worbington. Both drivers were Uber drivers	completed	$0.00

PD	Mary Earrey-1	12/7/2023	12/13/2023	12/13/2023	Morris Bart Case #23-6251 MS; Need police report for wreck on Hwy 53 Roderick Dawson involved in this wreck. Occurred on 11/13/2023	completed	$0.00
PD	Mary Earrey-2	12/7/2023	12/13/2023	12/13/2023	Need police report for incident on 12/6/2023 Morris Bart File No: 23-6553 MS Requesting for involved party in crash : Jana Hurley	completed	$0.00
UD	Robert Bryce	12/8/2023	12/11/2023	12/11/2023	Occupancy certificate for listed as above	complete	$4.37
Court	Matthew Becker- US Probation	12/8/2023	12/12/2023	12/12/2023	Misdemeanor (non traffic) abstracts for David Robin Snyder. Including shoplifting, simple assault, misdemeanor drug possession, resisting arrest, etc.	complete	$0.00
Court	Courtney Beaupre- Thomson Reuters	12/8/2023	12/12/2023	12/12/2023	I am looking for a 10 year criminal/traffic public records search for the defendant: Jon Lucas DOB 9/7/1950- Middle Name of Stephen	complete- no records 12/12/2023 emailed letter	$0.00
Court	Shirley Frazier	12/8/2023	12/11/2023	12/11/2023	Patricia Ritchie- 4/29/2009- Seatbelt Violation	completed	$0.00

	Donald Fabia	12/8/2023	12/11/2023	12/11/2023	Can I please get any building plans/engineering plans filed for the following addresses: (1) 2433 25th Ave, (2) 1 Hancock Plz 9231 Old Lorraine Rd	complete- multiple subjects on one form 12/11/2023 emailed letter	$0.00
UD	Kenneth Gilvary -1	12/8/2023	12/13/2023	12/13/2023	Would you please provide a complete electronic copy of all documents pertaining to: 823 41st Avenue Gulfport, Harrison MS 39503 of the time period of today through the date of original construction documents including all roof permits, building permits, building plans, inspections, violations, resolution, and any correspondence of any kind to or from anyone regarding this address	complete	$4.37
Code Enf	Kenneth Gilvary -1	12/8/2023	12/11/2023	12/11/2023	Would you please provide a complete electronic copy of all documents pertaining to: 823 41st Avenue Gulfport, Harrison MS 39503 of the time period of today through the date of original construction documents including all roof permits, building permits, building plans, inspections, violations, resolution, and any correspondence of any kind to or from anyone regarding this address	completed- no records 12/11/2023 emailed letter	$0.00

UD	Kenneth Gilvary -2	12/8/2023	12/13/2023	12/13/2023	Would you please provide a complete electronic copy of all documents pertaining to: 14451 Dedeaux Rd Gulfport, Harrison MS 39503 of the time period of today through the date of original construction documents including all roof permits, building permits, building plans, inspections, violations, resolution, and any correspondence of any kind to or from anyone regarding this address	complete-pending payment DROP BOX LINK	$70.00
Code Enf	Kenneth Gilvary -2	12/8/2023	12/11/2023	12/11/2023	Would you please provide a complete electronic copy of all documents pertaining to: 14451 Dedeaux Rd Gulfport, Harrison MS 39503 of the time period of today through the date of original construction documents including all roof permits, building permits, building plans, inspections, violations, resolution, and any correspondence of any kind to or from anyone regarding this address	complete	$17.50
UD	Kenneth Gilvary -3	12/8/2023	12/13/2023	12/13/2023	Would you please provide a complete electronic copy of all documents pertaining to: 702 Mills Ave Gulfport, Harrison MS 39503 of the time period of today through the date of original construction documents including all roof permits, building permits, building plans, inspections, violations, resolution, and any correspondence of any kind to or from anyone regarding this address	complete	$4.37

Code Enf	Kenneth Gilvary -3	12/8/2023	12/11- emailed requestor about deposit fee	12/11- emailed requestor about deposit fee	Would you please provide a complete electronic copy of all documents pertaining to: 702 Mills Ave Gulfport, Harrison MS 39503 of the time period of today through the date of original construction documents including all roof permits, building permits, building plans, inspections, violations, resolution, and any correspondence of any kind to or from anyone regarding this address	12/11- emailed requestor about deposit fee	$0.00
UD	Kenneth Gilvary -4	12/8/2023	12/13/2023	12/13/2023	Would you please provide a complete electronic copy of all documents pertaining to: 2609 14th St Harrison MS 39503 of the time period of today through the date of original construction documents including all roof permits, building permits, building plans, inspections, violations, resolution, and any correspondence of any kind to or from anyone regarding this address	complete-pending payment DROP BOX LINK	$8.75
Code Enf	Kenneth Gilvary -4	12/8/2023	12/11/2023	12/11/2023	Would you please provide a complete electronic copy of all documents pertaining to: 2609 14th St Harrison MS 39503 of the time period of today through the date of original construction documents including all roof permits, building permits, building plans, inspections, violations, resolution, and any correspondence of any kind to or from anyone regarding this address	complete-pending payment	$4.37
UD	Rose Gordon	12/11/2023	12/13/2023	12/13/2023	Permitting applications, inspections and anything associated with this address above.	complete-pending payment	$4.37

Court	Byron Wilbert	12/11/2023	12/11/2023	12/11/2023	Alexis Reed- Arrest Date: 9/19/2021- Speeding	completed	$0.00
	Michael Hewes	12/11/2023	12/11/2023	12/11/2023	Certificate of occupancy . We have been in our home for 16 years (rebuilt post- Katrina). Recently had to get new insurance and they are requiring our certificate of occupancy	completed- too vague emailed letter 12/11/223	$0.00
UD	Michael Hewes	12/11/2023	12/12/2023	12/12/2023	Certificate of occupancy . We have been in our home for 16 years (rebuilt post- Katrina). Recently had to get new insurance and they are requiring our certificate of occupancy (requestor updated)	complete	$4.37
UD	Rod Farrier	12/11/2023	12/13/2023	12/13/2023	Copy of permit pulled by Beaumode (B&M) for above listed property. If no permit has been pulled, please send confirmation indicating that ASAP	completed-research time under 5 min no charge	$0.00
	Terry Medley	12/12/2023	12/12/2023	12/12/2023	Assessments Code Enforcement on E Pass Rd Parcels #1010G-02-036.000 & 036.001	complete- multiple subjects on one form 12/12/2023 emailed letter	$0.00

Code Enf	Terry Medley-1	12/12/2023	12/13/2023	12/13/2023	Assement invoice for demo of building at parcel # 1010G-02-036-001 E Pass Rd	complete-pending payment	$4.37
Code Enf	Terry Medley-2	12/12/2023	12/13/2023	12/13/2023	Assement invoice for demo of building at parcel # 1010G-02-036-000 E Pass Rd	complete-pending payment	$4.37
Court	Agent Thomas Rogers	12/12/2023	12/13/2023	12/12/2023	2023-037342- Violation of Protection Order	completed	$0.00
Code Enf	Steven Rogers	12/12/2023	12/13/2023	12/13/2023	We are conducting a Phase 1 Environmental and Property Assessment on 15538 Touriel Road (Hidden Acres MHP) and wanted to see if there are any outstanding code violations on that property . I am specifically looking for building , planning and zoning, fire and health violations	complete- no records 12/13/2023 emailed letter	$0.00
UD	Steven Rogers	12/12/2023	12/13- emailed requestor about deposit fee		We are conducting a Phase 1 Environmental and Property Assessment on 15538 Touriel Road (Hidden Acres MHP) and wanted to see if there are any outstanding code violations on that property . I am specifically looking for building , planning and zoning, fire and health violations		

P&Z	Steven Rogers	12/12/2023	12/13- emailed requestor about deposit fee		We are conducting a Phase 1 Environmental and Property Assessment on 15538 Touriel Road (Hidden Acres MHP) and wanted to see if there are any outstanding code violations on that property . I am specifically looking for building , planning and zoning, fire and health violations		
FD	Steven Rogers	12/12/2023	12/13/2023	12/13/2023	We are conducting a Phase 1 Environmental and Property Assessment on 15538 Touriel Road (Hidden Acres MHP) and wanted to see if there are any outstanding code violations on that property . I am specifically looking for building , planning and zoning, fire and health violations	complete- no records 12/13/2023 emailed letter	$0.00
Court	Byron Wilbert	12/12/2023	12/12/2023	12/12/2023	Lise Lizana- Arrest Date 2008/01/04- Speeding in school zone	completed	$0.00
PD	Tomeka Smith	12/13/2023			All records for Antoinette Wynn		
Court	Special Agent Marcus Austin	12/13/2023	12/13/2023	12/13/2023	Traffic Ticket- No Insurance Ann Philomena Drilon- 03/2002	completed	$0.00
Court	Allison Richardson , MDOC	12/13/2023	12/13/2023	12/13/2023	Trevon Allen- Burglary & Robbery report	complete- no records 12/13/2023 emailed letter	$0.00

PD	Kanesha Johnson	12/13/2023	12/14/2023	12/14/2023	Report # for crash 12/12/2023- Driver Christopher Robinson ; Location Hwy by the Veteran retirement home	completed	$0.00
Court	Byron Wilbert-1	12/14/2023	12/14/2023	12/14/2023	McKiethen Smith- Arrest Date 1994/08/18- Suspended Driver License	complete- no records 12/14/2023 emailed letter	$0.00
Court	Byron Wilbert-2	12/14/2023	12/14/2023	12/14/2023	Charles Carter - Arrest date 2007/04/05 Simple domestic arrest date 2006/01/03 uninsured motorist arrest date 2007/09/30 contempt of court, delinquency arrest date 2007/04/05 noise ordinance arrest date 2009/03/05 improper turn, uninsured motorist	complete-denied already sent records 12/14/23 emailed letter	$0.00
Court	Rachel Sekinger - Hancock County Prosecutor Officer	12/14/2023	12/14/2023	12/14/2023	Kyel Barlow- Any domestic charge	completed	$0.00
UD	Zuri McCree	12/14/2023	12/20/2023	12/20/2023	Certificate of Occupancy for : 13417 Willow Oak Circle Gulfport, MS 39503-5665	completed- research under 5 min no charge	$0.00
Engineering	FHC, Inc	12/14/2023	12/22/2023	12/22/2023	Engineering inspection records for 10550 O'Neal Road; 20220319	complete- no records 12/22/2023 emailed letter	$0.00
PD	Sherry Pratt	12/14/2023	12/14/2023	12/14/2023	Request for vehicle fire department #2023-00010385	complete- no records 12/14/2023 emailed letter	$0.00

Court	US Probations	12/14/2023	12/14/2023	12/14/2023	Court records, abstracts RE: Frederick, Roderick Neal arrest/citation dates : 3/26/2022 and 6/9/2022, plus any others found	completed	$0.00
	Pamela Footman	12/14/2023	12/14/2023	12/14/2023	2907 7th Avenue- Housing Complaint	completed- too vague 12/14/2023 emailed letter	$0.00
Court	Riane Peterson- DSCA	12/14/2023	12/14/2023	12/14/2023	Curtis Key- All dispose- disturbing the peace, possession of marijuana	completed	$0.00
UD	Pamela Footman	12/15/2023	12/19/2023	12/19/2023	Complaint #202301691 @ 2907 7th Ave Gulfport, MS 39501	research under 5 min no charge	$0.00
Court	NICS	12/15/2023	12/15/2023	12/15/2023	Docket 200602694- Provide all documentation for CT judgement of assessment and completion of all recommendations for treatment and/or counseling by Dr. Philip Schaeffer (completed). DEF FTA-Is there a warrant? Other questions attached	completed- asked questions 12/15/2023 emailed letter	$0.00
Court	Rual Velazquez	12/15/2023	12/18/2023	12/18/2023	I was involved in an accident in 2009 or 2010 where I received a cultivation charge. I would like to formally request a copy of the incident, arrest, and court documents pertaining to the case. Thank you	complete- no records 12/18/2023 emailed letter	$0.00

PD	Rual Velazquez	12/15/2023	12/15/2023	12/15/2023	I was involved in an accident in 2009 or 2010 where I received a cultivation charge. I would like to formally request a copy of the incident, arrest, and court documents pertaining to the case. Thank you	complete-pending payment	$0.00
UD	Henry - Accutrend Data Corp	12/15/2023	12/20/2023	12/20/2023	Hello my name is Henry and I work with Accutrend Data and I would like to request a listing of new businesses that filed in your city for the time period of 9/1/2023-11/30/2023. The information should include: business name, business address, contact name, business phone number, and date that the business was filed (all contact info you're able to provide) are you able to provide that information? if so, is there a cost? I appreciate your help and hope you all have a nice day	completed- research under 5 min no charge	$0.00
Court	Kimberly Rogers	12/18/2023	12/27/2023	12/27/2023	97-17-64 MS- Theft by rental agreement. Need copy of judgment	completed-pending payment	$9.00
Court	Stanley Rogers	12/18/2023	12/27/2023	12/27/2023	97-17-64 MS- Larceny - theft by rental 1/13/17 agreement	completed-pending payment	$9.00
	Michael Brad & Melissa Rounsaville	12/19/2023	12/19/2023	12/19/2023	Certificate of Occupancy	complete- to vague 12/19/2023 emailed letter	$0.00
UD	Michael Brad & Melissa Rounsaville	12/19/2023	12/20/2023	12/20/2023	Certificate of Occupancy Address for requested records : 4455 Kendall Circle Gulfport, MS 39507	completed- research under 5 min no charge	$0.00
	Bianca Patton	12/19/2023	12/20/2023	12/20/2023	Fire investigation report	completed- too vague 12/20/2023 emailed letter	$0.00

Court	Lisa Nicolaisen	12/19/2023	12/20/2023	12/20/2023	2023-00104049- Arrest record, documentation, statements, photos, video footage related to charge of domestic disturbance of family peace on 11/12/2023	complete- no records 12/20/23 emailed letter	$0.00
PD	Lisa Nicolaisen	12/19/2023	12/20/2023	12/20/2023	2023-00104049- Arrest record, documentation, statements, photos, video footage related to charge of domestic disturbance of family peace on 11/12/2023	completed- active case 12/20/2023 emailed letter	$0.00
FD	Dr Edward Cohen	12/20/2023	1/10/2024	1/10/2024	Need all plans and records regarding fire sprinkler system for address referenced above.	complete-pending payment	$4.37
PD	Father Jesus	12/20/2023	12/20/2023	12/20/2023	photos of collision damage case #202300117793	complete-pending payment	$0.00
Court	Byron Wilbert	12/20/2023	12/20/2023	12/20/2023	Bryant Head- Arrest date: 2008/10/07, Speeding Arrest Date : 2009/08/21 Uninsured Motorists Arrest Date 2010/02/09 speeding Arrest Date 2011/02/03 No parking by yellow Arrest Date 2016/12/30 Speeding no insurance Arrest Date 2017/01/26 Speeding	complete	$0.00
Court	Amanda Broussard	12/20/2023	12/22/2023	12/22/2023	abstract disposition, sentencing, judgment : DH401978	completed	$0.00

UD	Ollie Ballie State Farm	12/20/2023	12/20/2023	12/20/2023	Certificate of Occupancy for : 13311 Southern Pine St Gulfport, MS 39503	completed- research under 5 min no charge	$0.00
Court	NICS	12/20/2023	12/20/2023	12/20/2023	Robertson, Melisa Jo- Charge: Disorderly conduct/breach of peace (97-35-1(1) MS) - DOA: 7/18/2009 Please provide disposition and all applicable documentation	completed	$0.00
	NICS	12/21/2023	12/21/2023	12/21/2023	Charge 2- Disorderly conduct/Breach of Peach DOA: 7/18/2009- Was charge dropped or filed?	completed- asked questions 12/21/2023 emailed letter	$0.00
PD	Rachel Poulos	12/21/2023	1/2/24- emailed ext. letter		2023-00106408; Kashalya Wallace Color copies of photographs, body cam, dash cam or other video; CAD/dispatch logs and 911 calls (with audio) related to this incident		
FD	Madeline Hatecke	12/21/2023	1/10/2024	1/10/2024	I am requesting any fire reports for a vehicle accident that damaged a Center Point Energy gas meter at/near 1023 Monet St, Gulfport, MS (Cross Streets: Spring St & College St) sometime between the dates of 6/23-6-27/23. Thank you	complete-pending payment	$4.37

	Emily Wade- NICS	12/21/2023	12/21/2023	12/21/2023	Disposition Report	complete- no signature 12/21/2023 emailed letter	$0.00
UD	Sheronda Martin	12/21/2023	12/21/2023	12/21/2023	C.O. 3506 38th Ave Gulfport, MS 39501	completed- research under 5 min no charge	$0.00
	Brady Law Firm PLLC	12/21/2023	12/21/2023	12/21/2023	Andrew Malik Jones. Any and all records involving Andrew Jones for the last 10 –years including, but not limited to all incident	completed- not comprehensible 12/21/23 emailed letter	$0.00
PD	Brady Law Firm PLLC	12/21/2023	12/21/2023	12/21/2023	Andrew Malik Jones. Any and all records involving Andrew Jones for the last 10 –years including, but not limited to all incident reports, police or investigative narratives, witness statements, affidavits and photographs.	complete- PD needs more info on request 12/21/2023 emailed letter	$0.00
Court	Emily Wade- NICS	12/21/2023	12/22/2023	12/22/2023	Disposition Report for DOA 12/8/2009	completed	$0.00
PD	William Alex Brady	12/21/2023	12/21/2023	12/21/2023	Any and all records on Andrew Malik Jones from 2010 to present, including but not limited to incident reports, police or investigative narratives, witness statements, court abstracts	complete-pending payment	$0.00

Court	William Alex Brady	12/21/2023	12/28/2023	12/28/2023	Any and all records on Andrew Malik Jones from 2010 to present, including but not limited to incident reports, police or investigative narratives, witness statements, court abstracts	complete-pending payment	$24.00
	Liberty Freak News	12/21/2023	12/28/2023	12/28/2023	Body worn cameras, incident reports, charging statements, of all officers involved in an arrest on July 25, 2023, by Gulfport PD, of a protester holding an animal abuse sign. Incident happened in outside of Lori West's SPCA building".	complete- wrong date 12/28/2023 emailed letter	$0.00
	Liberty Freak News	12/21/2023	12/22/2023	12/22/2023	I am requesting BWC of all officers involved in the viral arrest of a man pro- alleged killing of animals, with a sign, on or about July 25, 2023 as well as the 911 calls involved as we- charging documents, affidavits and statements by arresting officers	completed- not comprehensible 12/22/23 emailed letter	$0.00

UD	Daniel Diaz	12/22/2023	12/27/2023	12/27/2023	Property Address : 2403 17th Ave Unit 1-6 Gulfport, MS , Parcel Number 0811B-04-053.001. Please provide verification and/or documentation regarding any open or active code violations, including the case/violation number, a description of the violation as well compliance status and confirm if there are any fines, fees, or liens associated. Please also provide verification and/or documentation regarding an open or expired permits associated with this property and confirm the permit number and a description of the work	complete-pending payment	$8.75
Code End	Daniel Diaz	12/22/2023	12/22/2023	12/22/2023	Property Address : 2403 17th Ave Unit 1-6 Gulfport, MS , Parcel Number 0811B-04-053.001. Please provide verification and/or documentation regarding any open or active code violations, including the case/violation number, a description of the violation as well compliance status and confirm if there are any fines, fees, or liens associated. Please also provide verification and/or documentation regarding an open or expired permits associated with this property and confirm the permit number and a description of the work	complete- no records 12/22/2023 emailed letter	$0.00
Court	NICS-1	12/22/2023	12/22/2023	12/22/2023	Please provide level of conviction and the final disposition. Please provide the relationship between the subject and victim. Thank you. Please provide the subsection and statue as well	complete- no records 12/22/2023 emailed letter	$0.00
Court	NICS-2	12/22/2023	12/22/2023	12/22/2023	Please provide level on conviction and the final disposition. Thank you	complete- no records 12/22/2023 emailed letter	$0.00

UD	Cherrie Barkum	12/22/2023	1/3/2024	1/3/2024	CO and any all documents pertaining to 1335 Woodward Ave	complete-pending payment	$8.75
PD	Attorney Michael Crosby	12/22/2023	1/5/2024- emailed ext. letter		2023-00110817- Video footage from Officer Zachary Greer from car crash that took place on November 28, 2023		
	David Cox	12/26/2023	12/27/2023	12/27/2023	Open records request for capital improvement plan for City of Gulfport, Mississippi (request details on another page 2)	complete- request not submitted properly 12/27/2023 emailed letter	$0.00
	NICS	12/26/2023	12/27/2023	12/27/2023	Subjects Name: Bester, Patrick O'Neal. Please verify whether any active warrants? If yes, please verify: Level? Any indication subject has fled state? Any info regarding whether subject is aware of warrant/crim obligation?".	complete- asked questions 12/27/2023 emailed letter	$0.00
	Kema Stapleton	12/27/2023	12/27/2023	12/27/2023	Court abstracts- Please see attached	complete- request not submitted properly 12/27/2023 emailed letter	$0.00
Court	Kema Stapleton -1	12/27/2023	12/27/2023	12/27/2023	Court Abstract- David Snyder Case No 2011-47497	completed	$0.00
Court	Kema Stapleton -2	12/27/2023	12/27/2023	12/27/2023	Court Abstract- David Snyder Case No 2013-17040	completed	$0.00

Court	Kema Stapleton -3	12/27/2023	12/27/2023	12/27/2023	Court Abstract- David Snyder Case No 2013-17041	completed	$0.00
Court	Kema Stapleton -4	12/27/2023	12/27/2023	12/27/2023	Court Abstract- David Snyder Case No 2017-09065	completed	$0.00
Court	Kema Stapleton -5	12/27/2023	12/27/2023	12/27/2023	Court Abstract- David Snyder Case No 2018-10691	completed	$0.00
Court	Kema Stapleton -6	12/27/2023	12/27/2023	12/27/2023	Court Abstract- David Snyder Case No 2018-9426	completed	$0.00
PD	Gulf Coast Community FCU	12/27/2023	1/3/2024	1/3/2024	Requesting the accident report for Kenneth Taylor which happened on 11/28/2023 at 4402 28th St Gulfport, Ms. 39501. The vehicle was a 2013 HONDA Accord vin A004343	complete- denial letter sent by PD 1/3/24	$0.00
Court	Lillian Bastidas	12/27/2023	1/3/2024	1/3/2024	Charge for disorderly conduct, resisting arrest and possession of marijuana	completed- no records 1/3/2024 emailed letter	$0.00
Court	NICS	12/27/2023	1/2/2024	1/2/2024	dkt 200602694- James Homan- provide all case info and docs. All docs regarding CT judgement of assessment/completion of all recommendations for treatment and/or counseling by Dr. Philip Schaeffer. All documents concerning treatment/counseling	complete- court will not be able to fill request 1/2/24 emailed letter	$0.00

UD	Zuri McCree	12/27/2023	1/2/2024	1/2/2024	Certificate of Occupancy : 16806 Desmare St Gulfport MS 39503	completed- address not in city limits 1/2/24 emailed letter	$0.00
PD	Stephanie Ritter at Morris Bart	12/27/2023	12/28/2023	12/28/2023	Report # for accident that occurred at Hwy 90 and 15th street on 12/20/23 involving Devonte Ratliff and Percy McClendon	completed	$0.00
PD	Jeffrey Bonomo-Law & Crime Network	12/28/2023	12/28/2023	12/28/2023	Request for BWC video and police report 12/26/23 18 year old Amare Armon Sullivan was arrested and charged with one count of burglary of a residence	completed- active case letter emailed 12/28/2023	$0.00
Court	Detective Windy Wheat	12/28/2023	12/28/2023	12/28/2023	Misdemeanor shoplifting disposition and abstract of guilty plea (Edward Good)	completed	$0.00
PD	Morris Bart	12/28/2023	12/28/2023	12/28/2023	23-6811HTMS - Please provide an accident report # for an accident that occurred at Race Trac gas station Hwy 49 on 12/22/23. Tina Oatis was a passenger in a Yellow Cab- Z trip Driver unknown - ambulance came	completed	$0.00

PD	Taylor Hudson	12/29/2023	12/29/2023	12/29/2023	2023-001059964- Requesting body cam footage related to the traffic crash above that occurred on 11/16/2023. The reviewing officer listed is Patrol Officer Jessica Jackson , The crash involved Aaron Brockup	completed-in progress	$0.00

PURCHASING DEPARTMENT

P.O. Box 1780
Gulfport, MS 39502
Phone: 228-868-5705
Fax: 228-868-0223

William H. Hardy Building
1410 24th Ave. 2nd Floor
Gulfport, MS 39501

MEMORANDUM

To: City Councilmembers
Mayor Billy Hewes

From: Olivia McMahan, Procurement Specialist

Date: January 22, 2024

RE: Code Enforcement
8404 Georgia Ave, Case 11788

The Purchasing Department reviewed 4 bids that were received for the above referenced property. We found that A D & R has the lowest and best bid at $6,600.00 and purchase order number 241087 was issued.

Attached is the bid tabulation for your reference.

We request this be spread upon the minutes. Thank you for your consideration.

PO # 241087	A D & R	Starks Lawn Service LLC	L & M Lawn Care	Southern Enviro Construction LLC
8404 Georgia Ave, Case # 11788				
Obtain Permit / Demolish Structure	$6,600.00	$9,750.00	$9,600.00	$ 7,700.00

PURCHASING DEPARTMENT

P.O. Box 1780
Gulfport, MS 39502
Phone: 228-868-5705
Fax: 228-868-0223

William H. Hardy Building
1410 24th Ave. 2nd Floor
Gulfport, MS 39501

MEMORANDUM

To: City Councilmembers
Mayor Billy Hewes

From: Olivia McMahan, Procurement Specialist

Date: January 22, 2024

RE: Code Enforcement
5901 17th St, Case 12872

The Purchasing Department reviewed 4 bids that were received for the above referenced property. We found that A D & R has the lowest and best bid at $8,100.00 and purchase order number 241087 was issued.

Attached is the bid tabulation for your reference.

We request this be spread upon the minutes. Thank you for your consideration.

PO # 241087	A D & R	Jack Ferrill's Heavy Equipment	L & M Lawn Care	Southern Enviro Construction LLC
5901 17th St, Case 12872				
Obtain Permit / Demolish Structure	$8,100.00	NO Bid	$9,900.00	$ 10,250.00

PURCHASING DEPARTMENT

P.O. Box 1780
Gulfport, MS 39502
Phone: 228-868-5705
Fax: 228-868-0223

William H. Hardy Building
1410 24th Ave. 2nd Floor
Gulfport, MS 39501

MEMORANDUM

TO: City Councilmembers
Mayor Billy Hewes

FROM: Olivia McMahan, Procurement Specialist

DATE: January 10, 2024

RE: 135 AMP size 4 starters – Public Works

The Purchasing Department received and reviewed the quotes received on the above referenced item and determined All-Phase Electric to be the lowest and best bid for a total amount of $4,611.42.

Purchase Order #241013 was issued, and the tabulation sheet used to make our lowest and best bid determination is attached. We respectfully request this be spread across the minutes.

Thank you for your consideration.

Public Works - 135 AMP size 4 starters

PO #241013

	QTY	ALL-PHASE ELECTRIC		JH WRIGHT & ASSOCIATES		CHANCELLOR		GRAYBAR	
135 AMP, 3 PHASE, 600V, SIZE 4 STARTER	3	$ 1,537.14	$ 4,611.42	$ 2,025.00	$ 6,075.00	$ 3,998.75	$ 11,996.25	NO BID	NO BID
		$ -	$ -	$ -	$ -	$ -	$ -		
		$ -	$ -	$ -	$ -	$ -	$ -		
Total			$ 4,611.42		$ 6,075.00		$ 11,996.25		NO BID

PURCHASING DEPARTMENT

P.O. Box 1780
Gulfport, MS 39502
Phone: 228-868-5705
Fax: 228-868-0223

William H. Hardy Building
1410 24th Ave. 2nd Floor
Gulfport, MS 39501

MEMORANDUM

TO: City Councilmembers
Mayor Billy Hewes

FROM: Olivia McMahan, Procurement Specialist

DATE: January 22, 2024

RE: Pump – Public Works - Emergency Purchase

The Purchasing Department received and reviewed the quotes on the above referenced item and determined Benvenutti Electrical Apparatus & Repair to be the lowest and best bid for a total amount of $140,367.00.

Please see attached emergency purchase recommendation from Public Works.

Purchase Order #241083 was issued, and the tabulation sheet used to make our lowest and best bid determination is attached. We respectfully request this be spread across the minutes.

Thank you for your consideration.

Memorandum – City of Gulfport

PUBLIC WORKS

TO: Jessica Versiga, Purchasing

CC: Wayne E. Miller, P.E, CAO
Veronica Weaver, Public Works Budget Analyst

FROM: J. Tyler Gentry, Director of Public Works JTG

DATE: January 22, 2024

RE: Emergency Purchase for the West Side Lift Station Pump Failures

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Currently, three of the six lift station pumps located at the West Side Lift Station have failed. This failure can be attributed to wear and tear and sand entering the pumps causing a mechanical malfunction. These are the primary pumps for this lift station and need to be replaced. This would be considered an emergency due to "failure of a machine used in the transportation of sewage" per State of Mississippi Purchase Law, Section 31-7-1(f).

Benvenutti Electrical Apparatus & Repair Inc. has submitted a quote in the amount of $140,367.00 to replace the pumps. Attached is copy of this quote.

In order to restore the sewer system to the proper operating condition, I recommend this emergency purchase.

Attachments:

1. Bid from Benvenutti Electrical Apparatus & Repair Inc. Dated 1/17/2024
2. Bid from Gulf States Engineering Company Dated 1/10/2024
3. Email from J.H. Wright and Associates declining to bid
4. Email from Magnolia Pump and Bay Motor Winding declining to bid

241083

CITY OF GULFPORT
SPECIFICATIONS/BID

Date Sent 01/10/2024

General Information

- Bids will be received by the City of Gulfport due by end of day 01/17/2024
  - Bids may be emailed to yweaver@gulfport-ms.gov
- The City of Gulfport reserves the right to accept or reject any or all bids and to waive technicalities if deemed to be in the best interest of the City of Gulfport. Bids are awarded by the lowest and best bid submitted.
- Pricing given shall remain constant for a period NTE 30 days.

Comments:

- EMERGENCY -- REPLACEMENT PUMPS FOR WEST SIDE LIFT STATION (J. Fitchie/M. McGough Requested)

Qty.	Unit of Measure	Description	Unit Price	Ext. Price
3	EA	45 HP FLYGT PUMP, 1800 RPM, 3 PHASE, 460 VOLT WITH 100' CABLE (SPECS TO MATCH MODEL #3202 095-0219)	** $46,789.00	** $140,367.00
		MUST MATCH SPECS – MUST BE FLYGT BRAND		
3	EA	FREIGHT-PRE-PAY & ADD TO INVOICE	PRE-PAY & ADD TO INVOICE	
		ESTIMATED DELIVERY TIME FRAME:	16 - 18 WKS.	WEEKS
** NOTE: THIS PRICE IS BASED ON SINGLE ORDER OF QTY. THREE (3) PUMPS.				
		TOTAL	$46,789.00	$140,367.00

VENDOR INFORMATION

Date Completed	January 17, 2024
Company/Firm Name	Benvenutti Electrical Apparatus & Repair, Inc. d/b/a B.E.A.R.
Authorized Representative-sign	David M. Benvenutti
Authorized Representative-print	David M. "Mike" Benvenutti
Phone Number	228-831-0445
Facsimile Number	228-832-8105
Email	sales@bearmotors.net

B.E.A.R. QUOTE # 224021

CITY OF GULFPORT
SPECIFICATIONS/BID

Date Sent 01/10/2024

General Information

- Bids will be received by the City of Gulfport due by end of day 01/17/2024
  - Bids may be emailed to vweaver@gulfport-ms.gov
- The City of Gulfport reserves the right to accept or reject any or all bids and to waive technicalities if deemed to be in the best interest of the City of Gulfport. Bids are awarded by the lowest and best bid submitted.
- Pricing given shall remain constant for a period NTE 30 days.

Comments:

- EMERGENCY -- REPLACEMENT PUMPS FOR WEST SIDE LIFT STATION (J. Fitchie/M. McGough Requested)

Qty.	Unit of Measure	Description	Unit Price	Ext. Price
3	EA	45 HP FLYGT PUMP, 1800 RPM, 3 PHASE, 460 VOLT WITH 100' CABLE (SPECS TO MATCH MODEL #3202 095-0219)	$ 47,396.00	$ 142,188.00
		MUST MATCH SPECS – MUST BE FLYGT BRAND		
		ESTIMATED DELIVERY TIME FRAME:	12-13	WEEKS
		THE NP3202.095 - 45 HP. THE UNIT COMES WITH HARD IRON IMPELLER AND INSERT RING, 5 YEAR MUNICIPAL WARRANTY		
		FREIGHT AND FACTORY STARTUP INCLUDED - TAXES ARE NOT INCLUDED		
		TOTAL	$ 47,396.00	$ 142,188.00

VENDOR INFORMATION

Date Completed	01/10/24
Company/Firm Name	Gulf States Engineering Company
Authorized Representative-sign	
Authorized Representative-print	George Peart
Phone Number	985-893-3631
Facsimile Number	985-893-5484
Email	gpeart@gsengr.com

Veronica Weaver

From: Paul Coletta <pcoletta@jhwright.com>
Sent: Wednesday, January 10, 2024 10:33 AM
To: Veronica Weaver; Michael McGough Jr.
Cc: Joel Fitchie Jr; John Garrison; Tyler Gentry
Subject: RE: (3) 45HP FLYGT Pumps - West Side Lift Station - Bid Request Due 1-17-2024

Caution! This message was sent from outside of the City of Gulfport email system. Be careful where you click.

Veronica,
We are not the distributor for Flygt pumps and will not be able to submit pricing. Thanks for the consideration.....

Paul Coletta BSME, CPE
Technical Sales Director

JH Wright

CELL: 228.238.3320
PHONE: 251.621.1461

Paul Coletta – J.H. Wright
This electronic mail (e-mail) transmission, and any and all documents accompanying it, contains information from J.H. Wright which is confidential and/or privileged. The information is intended to be used by the individual or entity named on this transmission sheet. If you are not the intended recipient, be aware that any disclosure, copying, distribution or use of the contents of this telecopy information is prohibited. If you have received this e-mail in error, please notify us by telephone immediately. (251) 621-1491

From: Veronica Weaver <vweaver@gulfport-ms.gov>
Sent: Wednesday, January 10, 2024 10:05 AM
To: Michael McGough Jr. <michael.mcgough@h2oinnovation.com>
Cc: Joel Fitchie Jr <joel.fitchie@h2oinnovation.com>; John Garrison <john.garrison@h2oinnovation.com>; Tyler Gentry <jgentry@gulfport-ms.gov>
Subject: (3) 45HP FLYGT Pumps - West Side Lift Station - Bid Request Due 1-17-2024

Good Morning all,

I know there's been a lot of back and forth on this particular bid; believe me, your efforts are not overlooked or undervalued. I strongly apologize for the confusion/multiple emails. This has been a learning process for Mike, Joel and me.

That said – we do have to request a resubmittal as it's been made clear (now) that the pumps requested MUST be Flygt brand pumps.

Please see attached and fill in your vendor/pricing information. I know the manufacturer is probably tired of the multiple requests; hopefully they will work with you all. Bids are due next Wednesday, January 17.

If you cannot provide a bid or do not wish to submit one, please reply "no bid".

Thank you again for your patience and continued efforts; they are very much appreciated.

Reach out to Mike at 228-860-5740 or John at 228-860-0673 if you have any technical questions --- if you have any paperwork questions, please reach out to me.

Thank you!

Veronica M. Weaver, M.B.A.
Budget Analyst
Department of Public Works
The City of Gulfport
Phone: 228-868-5740 ext. 6646
Fax: 228-214-2238

This message has originated from an External Source. Please use proper judgment and caution when opening attachments, clicking links, or responding to this email.

Veronica Weaver

From: Sabrina Moran <sabrina@baymotorwinding.com>
Sent: Wednesday, January 17, 2024 3:32 PM
To: Veronica Weaver
Subject: Re: (3) 45HP FLYGT Pumps - West Side Lift Station - Bid Request Due 1-17-2024

Caution! This message was sent from outside of the City of Gulfport email system. Be careful where you click.

No bid
Sorry ☹

Thank you for your business!! ☺ Sabrina

Sabrina Moran
MS Sales Manager
Magnolia Pump and
Bay Motor Winding Inc.
125 North Ocean Wave
Long Beach, MS 39560
228.348.2599 Cellular
228.863.0677. Office
228.864.4470 Fax

On Jan 17, 2024, at 3:27 PM, Veronica Weaver <vweaver@gulfport-ms.gov> wrote:

Afternoon all,

Please note that this bid request is **due by close of business today** – if you have not submitted a bid, please do so by the end of today – if you do not wish to submit a bid, or cannot provide the item(s) requested, please reply "no bid".

I know most of you have submitted before on this but it's had to go back out a few times and any previously submitted bids can't be accepted so I have to have a new bid or "no bid" by the end of today. I apologize for any inconvenience this may cause.

Thank you!

Public Works - 45 HP FLYGT PUMP

PO #241083

	QTY	BENVENUTTI ELECTRICAL APPARATUS & REPAIR		GULF STATES ENGINEERING COMPANY		JH WRIGHT		BAY MOTOR WINDING	
45 HP FLYGY PUMP, 1800 RPM, 3 PHASE, 460 VOLT WITH 100' CABLE (SPECS TO MATCH MODEL #3202 095-0219)	3	$ 46,789.00	$ 140,367.00	$ 47,396.00	$ 142,188.00	NO BID	NO BID	NO BID	NO BID
		$ -	$ -	$ -	$ -	$ -	$ -		
		$ -	$ -	$ -	$ -	$ -	$ -		
Total			$ 140,367.00		$ 142,188.00		NO BID		NO BID

PURCHASING DEPARTMENT

P.O. Box 1780
Gulfport, MS 39502
Phone: 228-868-5705
Fax: 228-868-0223

William H. Hardy Building
1410 24th Ave. 2nd Floor
Gulfport, MS 39501

MEMORANDUM

TO: City Councilmembers
Mayor Billy Hewes

FROM: Olivia McMahan, Procurement Specialist

DATE: January 10, 2024

RE: 30' mast arm replacement – Public Works

The Purchasing Department received and reviewed the quotes received on the above referenced item and determined Crawford to be the lowest and best bid for a total amount of $16,855.00.

Purchase Order #241015 was issued, and the tabulation sheet used to make our lowest and best bid determination is attached. We respectfully request this be spread across the minutes.

Thank you for your consideration.

Public Works - 30' mast arm replacement

PO #241015

	QTY	CRAWFORD		ALL-PHASE ELECTRIC		UTILICOM SUPPLY		A to Z MUNI	
30' mast arm	1	$ 16,855.00	$ 16,855.00	$ 16,855.00	$ 16,855.00	NO BID	NO BID	NO BID	NO BID
		$ -	$ -	$ -	$ -	$ -	$ -		
		$ -	$ -	$ -	$ -	$ -	$ -		
Total			$ 16,855.00		$ 16,855.00		NO BID		NO BID

PURCHASING DEPARTMENT

P.O. Box 1780
Gulfport, MS 39502
Phone: 228-868-5705
Fax: 228-868-0223

William H. Hardy Building
1410 24th Ave. 2nd Floor
Gulfport, MS 39501

MEMORANDUM

TO: City Councilmembers
Mayor Billy Hewes

FROM: Olivia McMahan, Procurement Specialist

DATE: January 18, 2024

RE: 100HP Vertical Turbine Well Motor – Public Works

The Purchasing Department received and reviewed the quotes on the above referenced item and determined JH Wright & Associates to be the lowest and best bid for a total amount of $8,858.00.

Purchase Order #241066 was issued, and the tabulation sheet used to make our lowest and best bid determination is attached. We respectfully request this be spread across the minutes.

Thank you for your consideration.

Public Works - 100HP Vertical Turbine Well Motor

PO #241066

	QTY	JH WRIGHT & ASSOCIATES		LYMAN WELL		BAY MOTOR WINDING	
100 HP VERTICAL TURBINE, HOLLOW SHAFT WELL MOTOR, PREMIUM EFFICIENCY, 3 PHASE, 480 VOLTS, 1780 RPM (FRAME SIZE 404TP, ENCLOSURE WP1)	1	$ 8,858.00	$ 8,858.00	$ 8,900.00	$ 8,900.00	$ 9,272.00	$ 9,272.00
		$ -	$ -	$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -	$ -	$ -
Total			$ 8,858.00		$ 8,900.00		$ 9,272.00

A PROCLAMATION BY THE MAYOR OF THE CITY OF GULFPORT CONCERNING ADMINISTRATIVE CLOSURE ASSOCIATED WITH "WINTER STORM HEATHER"

WHEREAS, on or about January 16, 2024, the City of Gulfport faces the imminent threat of severe or dangerous weather resulting from "Winter Storm Heather," which is expected to bring strong tropical storm force winds/gusts, rain, and winter conditions (freezing temperatures, ice, sleet, etc.), and is projected to arrive in the area and impact the City of Gulfport in the early morning hours of January 16, 2024, which will impact travel to/from work at those times, and

WHEREAS, the undersigned has determined between 7:00 A.M. and 10:59 A.M. on January 16, 2024, the administrative functions of the City cannot operate due to the imminent threat and/or impact of Winter Storm Heather and related conditions, and the undersigned has determined that it is necessary to close all municipal buildings except, in order to preserve the health and safety of the public, those essential employees in the Robert Curry Public Safety Building, the Public Works Building and the Fire Department Stations/buildings, between the hours of 7:00 A.M. and 10:59 A.M. on January 16, 2024, with all City buildings and facilities to be open at 11:00 A.M. on January 16, 2024.

NOW, THEREFORE, IT IS HEREBY PROCLAIMED that due to the imminent threat of "Winter Storm Heather," and the deteriorating weather conditions associated therewith, within the geographic limits of the City of Gulfport causing or threatening to cause injury to persons and/or damage or destruction of property to such an extent that extraordinary measures must be taken to protect the public health, safety and welfare, between 7:00 A.M. and 10:59 A.M. on Tuesday, January 16, 2024, the City is in a period of closure of the administrative functions of the City pursuant to Section 10.11 of the City's Employee Handbook. Essential (i.e., emergency) employees shall be those called to duty during the said closure by their respective Departments. Pay to essential and non-essential employees shall be made in accord with Section 10.11 of the City's Employee Handbook.

SO ORDERED AND PROCLAIMED on this the 15th day of January, 2024.

Billy Hewes

MAYOR

Filed and Attested by:

Rashida Bell

Rashida Bell, City Clerk

Pine Ridge Gardens Cemetery
3908 28th Street
Gulfport, Harrison County, MS 39501
PH 228-214-3601

To whom it may concern,

I, **NATALIE ROUSH LANTZ SCHMITZ**, daughter of Ruth Bounds (deceased), and **SISTER** of **DEBRA LOUISE ROUSH MARCY**, accept and agree to the transfer of two burial plots listed below to my sister **DEBRA LOUISE ROUSH MARCY**. The lots to be transferred are:

Bounds, Ruth PRG_4_64_1	Bounds, Ruth PRG_4_63_1

To indicate my approval of this transfer, I have signed this notarized letter voluntarily with no reservations or conditions.

Natalie Roush Lantz Schmitz
NATALIE ROUSH LANTZ SCHMITZ

1-19-22
Signature Date

STATE OF TEXAS)
~~FREESTONE~~ Henderson COUNTY)

I, Katie Holcomb, a Notary Public, in and for the County or State, hereby certify that **NATALIE ROUSH LANTZ SCHMITZ**, whose name is signed to the above letter, acknowledged before me on this day, that being informed of the contents of the letter, she executed the same voluntarily on the day the same bears date.

Given under my hand this the 19 day of January, 2022.

Katie Holcomb
Signature of Notary
My commission expires: 01-15-2023

SEAL

NOTARY PUBLIC STATE OF TEXAS
Katie Holcomb
My Commission Expires
01/15/2023
ID No. 131864661

Pine Ridge Gardens Cemetery
3908 28th Street
Gulfport, Harrison County, MS 39501
PH 228-214-3601

To whom it may concern,

I, **Donald H Roush**, son of Ruth Bounds (deceased), and **BROTHER** of **DEBRA LOUISE ROUSH MARCY**, accept and agree to the transfer of two burial plots listed below to my sister **DEBRA LOUISE ROUSH MARCY**. The lots to be transferred are:

Bounds, Ruth	Bounds, Ruth
PRG_4_64_1	PRG_4_63_1

To indicate my approval of this transfer, I have signed this notarized letter voluntarily with no reservations or conditions.

Donald Roush
DONALD H ROUSH

26 JAN 2022
Signature Date

STATE OF ALABAMA)
LAUDERDALE COUNTY)

I, Jordan Lawrence, a Notary Public, in and for the County or State, hereby certify that **DONALD H ROUSH**, whose name is signed to the above letter, acknowledged before me on this day, that being informed of the contents of the letter, she executed the same voluntarily on the day the same bears date.

Given under my hand this the 26 day of January, 2022.

Signature of Notary
My commission expires: MY COMMISSION EXPIRES JUNE 9, 2024

SEAL

Pine Ridge Gardens Cemetery
3908 28th Street
Gulfport, Harrison County, MS 39501
PH 228-214-3601

To whom it may concern,

I, **CONSTANCE BOUNDS AUSTIN**, stepdaughter of Ruth Bounds (deceased), and **STEPSISTER** of **DEBRA LOUISE ROUSH MARCY**, accept and agree to the transfer of two burial plots listed below to my stepsister **DEBRA LOUISE ROUSH MARCY**. The lots to be transferred are:

Bounds, Ruth PRG_4_64_1	Bounds, Ruth PRG_4_63_1

To indicate my approval of this transfer, I have signed this notarized letter voluntarily with no reservations or conditions.

CONSTANCE BOUNDS AUSTIN

1-11-22
Signature Date

STATE OF TEXAS)
GALVESTON COUNTY)

I, Debbie Corn, a Notary Public, in and for the County or State, hereby certify that **CONSTANCE BOUNDS AUSTIN**, whose name is signed to the above letter, acknowledged before me on this day, that being informed of the contents of the letter, she executed the same voluntarily on the day the same bears date.

Given under my hand this the 11 day of January, 2022.

Debbie Corn
Signature of Notary

SEAL

My commission expires: 2-5-2023

DEBBIE CORN
Notary Public, State of Texas
Comm. Expires 02-05-202
Notary ID 126049[illegible]

DEBBIE CORN
Notary Public, State of Texas
Comm. Expires 02-05-2023
Notary ID 126049578

Pine Ridge Gardens Cemetery
3908 28th Street
Gulfport, Harrison County, MS 39501
PH 228-214-3601

To whom it may concern,

I, **TRINITY BURGE**, great granddaughter of Robert H. and Ruth Bounds (both deceased), accept and agree to the transfer of two burial plots listed below to **DEBRA LOUISE ROUSH MARCY**. The lots to be transferred are:

Bounds, Ruth PRG_4_64_1	Bounds, Ruth PRG_4_63_1

To indicate my approval of this transfer, I have signed this notarized letter voluntarily with no reservations or conditions.

Trinity Burge
TRINITY BURGE

2/22/22
Signature Date

STATE OF MISSISSIPPI)
OKTIBBEHA COUNTY)

I, Breanna Burris, a Notary Public, in and for the County or State, hereby certify that **TRINITY BURGE**, whose name is signed to the above letter, acknowledged before me on this day, that being informed of the contents of the letter, she executed the same voluntarily on the day the same bears date.

Given under my hand this the 22nd day of February, 2022.

Breanna Burris
Signature of Notary
My commission expires: Oct. 21, 2022

STATE OF MISSISSIPPI
BREANNA BURRIS
NOTARY PUBLIC
ID No.126791
MY COMMISSION EXPIRES
OCT. 21, 2022
OKTIBBEHA COUNTY

Pine Ridge Gardens Cemetery
3908 28th Street
Gulfport, Harrison County, MS 39501
PH 228-214-3601

To whom it may concern,

This letter is to request the transfer of two burial plots owned by Ruth Bounds (deceased) to her daughter Debra Louise Roush Marcy. The lots to be transferred are:

Bounds, Ruth	Bounds, Ruth
PRG_4_64_1	PRG_4_63_1

The transfer of these two plots to Debra Louise Roush Marcy is acceptable and agreed to by the other siblings and great granddaughter listed below as indicated by their attached notarized signatures.

Natalie Roush Lantz Schmitz, sister
Donald H. Roush, brother
Constance Bounds Austin, stepsister
Trinity Burge, great granddaughter of Robert H. and Ruth Bounds (both deceased)

Thank you for your time and efforts in making this transfer.

Sincerely,

Debra R Marcy

Debra Marcy
18 Slash Road
Monroeville, AL 36460

Attachments

Pine Ridge Gardens Cemetery
3908 28th Street
Gulfport, Harrison County, MS 39501
PH 228-214-3601

To whom it may concern,

I, **TRINITY BURGE**, great granddaughter of Robert H. and Ruth Bounds (both deceased), accept and agree to the transfer of two burial plots listed below to **DONALD H. ROUSH**. The lots to be transferred are:

Bounds, Ruth	Bounds, Ruth
PRG_4_64_2	PRG_4_64_3

To indicate my approval of this transfer, I have signed this notarized letter voluntarily with no reservations or conditions.

Trinity J Burge
TRINITY BURGE

1/25/22
Signature Date

STATE OF MISSISSIPPI)
OKTIBBEHA COUNTY)

I, Breanna Burris, a Notary Public, in and for the County or State, hereby certify that **TRINITY BURGE**, whose name is signed to the above letter, acknowledged before me on this day, that being informed of the contents of the letter, she executed the same voluntarily on the day the same bears date.

Given under my hand this the 25th day of January, 2022.

Breanna Burris
Signature of Notary
My commission expires: Oct. 21, 2022

SEAL



Pine Ridge Gardens Cemetery
3908 28th Street
Gulfport, Harrison County, MS 39501
PH 228-214-3601

To whom it may concern,

I, **TRINITY BURGE**, great granddaughter of Robert H. and Ruth Bounds (both deceased), accept and agree to the transfer of two burial plots listed below to **DONALD H. ROUSH**. The lots to be transferred are:

Bounds, Ruth PRG_4_64_2	Bounds, Ruth PRG_4_64_3

To indicate my approval of this transfer, I have signed this notarized letter voluntarily with no reservations or conditions.

Trinity J Burge
TRINITY BURGE

1/25/22
Signature Date

STATE OF MISSISSIPPI)
OKTIBBEHA COUNTY)

I, Breanna Burris, a Notary Public, in and for the County or State, hereby certify that **TRINITY BURGE**, whose name is signed to the above letter, acknowledged before me on this day, that being informed of the contents of the letter, she executed the same voluntarily on the day the same bears date.

Given under my hand this the 25th day of January, 2022.

Breanna Burris
Signature of Notary
My commission expires: Oct. 21, 2022

SEAL

NOTARY PUBLIC

Pine Ridge Gardens Cemetery
3908 28th Street
Gulfport, Harrison County, MS 39501
PH 228-214-3601

To whom it may concern,

I, **NATALIE ROUSH LANTZ SCHMITZ**, daughter of Ruth Bounds (deceased), and **SISTER** of **DONALD H. ROUSH**, accept and agree to the transfer of two burial plots listed below to my brother **DONALD H. ROUSH**. The lots to be transferred are:

Bounds, Ruth	Bounds, Ruth
PRG_4_64_2	PRG_4_64_3

To indicate my approval of this transfer, I have signed this notarized letter voluntarily with no reservations or conditions.

Natalie Roush Lantz Schmitz
NATALIE ROUSH LANTZ SCHMITZ

1-19-22
Signature Date

STATE OF TEXAS)
~~FREESTONE~~ Henderson COUNTY)

I, Katie Holcomb, a Notary Public, in and for the County or State, hereby certify that **NATALIE ROUSH LANTZ SCHMITZ**, whose name is signed to the above letter, acknowledged before me on this day, that being informed of the contents of the letter, she executed the same voluntarily on the day the same bears date.

Given under my hand this the 19 day of January, 2022.

Katie Holcomb
Signature of Notary
My commission expires: 01-15-2023

~~SEAL~~

NOTARY PUBLIC STATE OF TEXAS
Katie Holcomb
My Commission Expires
01/15/2023
ID No. 131854661

Pine Ridge Gardens Cemetery
3908 28th Street
Gulfport, Harrison County, MS 39501
PH 228-214-3601

To whom it may concern,

This letter is to request the transfer of two burial plots owned by Ruth Bounds (deceased) to her son Donald Roush. The lots to be transferred are:

Bounds, Ruth	Bounds, Ruth
PRG_4_64_2	PRG_4_64_3

The transfer of these two plots to Donald Roush is acceptable and agreed to by the other siblings and great granddaughter listed below as indicated by their attached notarized signatures.

Natalie Roush Lantz Schmitz, sister
Debra Louise Roush Marcy, sister
Constance Bounds Austin, stepsister
Trinity Burge, great granddaughter of Robert H. and Ruth Bounds (both deceased)

Thank you for your time and efforts in making this transfer.

Sincerely,

Donald Roush
112 Maple Wood Street
Florence, AL 35633
PH 256-577-0565

Attachments

Pine Ridge Gardens Cemetery
3908 28th Street
Gulfport, Harrison County, MS 39501
PH 228-214-3601

To whom it may concern,

I, **DEBRA LOUISE ROUSH MARCY**, daughter of Ruth Bounds (deceased), and **SISTER** of **DONALD H. ROUSH**, accept and agree to the transfer of two burial plots listed below to my brother **DONALD H. ROUSH**. The lots to be transferred are:

Bounds, Ruth	Bounds, Ruth
PRG_4_64_2	PRG_4_64_3

To indicate my approval of this transfer, I have signed this notarized letter voluntarily with no reservations or conditions.

Debra Louise Roush Marcy
DEBRA LOUISE ROUSH MARCY

7th Jan 2022
Signature Date

STATE OF ALABAMA)
MONROE COUNTY)

I, Chastity Turberville, a Notary Public, in and for the County or State, hereby certify that **DEBRA LOUISE ROUSH MARCY**, whose name is signed to the above letter, acknowledged before me on this day, that being informed of the contents of the letter, she executed the same voluntarily on the day the same bears date.

Given under my hand this the 7th day of January, 2022.

Chastity Turberville
Signature of Notary
My commission expires: 7/20/25

CHASTITY TURBERVILLE
NOTARY PUBLIC
ALABAMA STATE AT LARGE
MY COMMISSION EXPIRES JULY 20, 2025

Pine Ridge Gardens Cemetery
3908 28th Street
Gulfport, Harrison County, MS 39501
PH 228-214-3601

To whom it may concern,

I, **CONSTANCE BOUNDS AUSTIN**, stepdaughter of Ruth Bounds (deceased), and **STEPSISTER** of **DONALD H. ROUSH**, accept and agree to the transfer of two burial plots listed below to my brother **DONALD H. ROUSH**. The lots to be transferred are:

Bounds, Ruth	Bounds, Ruth
PRG_4_64_2	PRG_4_64_3

To indicate my approval of this transfer, I have signed this notarized letter voluntarily with no reservations or conditions.

Constance Bounds Austin — 1-4-22

CONSTANCE BOUNDS AUSTIN — Signature Date

STATE OF TEXAS)
GALVESTON COUNTY)

I, Debbie Corn, a Notary Public, in and for the County or State, hereby certify that **CONSTANCE BOUNDS AUSTIN**, whose name is signed to the above letter, acknowledged before me on this day, that being informed of the contents of the letter, she executed the same voluntarily on the day the same bears date.

Given under my hand this the 4 day of January, 2022.

Debbie Corn — SEAL

Signature of Notary
My commission expires: 2-5-2023

DEBBIE CORN
Notary Public, State of Texas
Comm. Expires 02-05-2023
Notary ID 126049578

Pine Ridge Gardens Cemetery
3908 28th Street
Gulfport, Harrison County, MS 39501
PH 228-214-3601

To whom it may concern,

I, **TRINITY BURGE**, great granddaughter of Robert H. and Ruth Bounds (both deceased), accept and agree to the transfer of two burial plots listed below to **DONALD H. ROUSH**. The lots to be transferred are:

Bounds, Ruth PRG_4_64_2	Bounds, Ruth PRG_4_64_3

To indicate my approval of this transfer, I have signed this notarized letter voluntarily with no reservations or conditions.

Trinity Burge
TRINITY BURGE

2/22/22
Signature Date

STATE OF MISSISSIPPI)
OKTIBBEHA COUNTY)

I, Breanna Burris, a Notary Public, in and for the County or State, hereby certify that **TRINITY BURGE**, whose name is signed to the above letter, acknowledged before me on this day, that being informed of the contents of the letter, she executed the same voluntarily on the day the same bears date.

Given under my hand this the 22nd day of February, 2022.

Breanna Burris
Signature of Notary
My commission expires: Oct. 21, 2022

STATE OF MISSISSIPPI
BREANNA BURRIS
NOTARY PUBLIC
ID No.125791
MY COMMISSION EXPIRES
OCT. 21, 2022
OKTIBBEHA COUNTY

Pine Ridge Gardens Cemetery
3908 28th Street
Gulfport, Harrison County, MS 39501
PH 228-214-3601

To whom it may concern,

I, **DONALD ROUSH**, stepbrother of **CONSTANCE BOUNDS AUSTIN,** accept and agree to the transfer of a burial plot listed below to **CONSTANCE BOUNDS AUSTIN**. The lot to be transferred is:

Bounds, Ruth
PRG_4_64_4

To indicate my approval of this transfer, I have signed this notarized letter voluntarily with no reservations or conditions.

Donald Roush
DONALD ROUSH

26 JAN 2022
Signature Date

STATE OF ALABAMA)
LAUDERDALE COUNTY)

I, Jordan Lawrence, a Notary Public, in and for the County or State, hereby certify that **DONALD ROUSH**, whose name is signed to the above letter, acknowledged before me on this day, that being informed of the contents of the letter, she executed the same voluntarily on the day the same bears date.

Given under my hand this the 26 day of January, 2022.

Signature of Notary
My commission expires: MY COMMISSION EXPIRES JUNE 9, 2024

SEAL

Pine Ridge Gardens Cemetery
3908 28th Street
Gulfport, Harrison County, MS 39501
PH 228-214-3601

To whom it may concern,

I, **NATALIE ROUSH LANTZ SCHMITZ**, stepsister of **CONSTANCE BOUNDS AUSTIN**, accept and agree to the transfer of a burial plot listed below to **CONSTANCE BOUNDS AUSTIN**. The lot to be transferred is:

Bounds, Ruth
PRG_4_64_4

To indicate my approval of this transfer, I have signed this notarized letter voluntarily with no reservations or conditions.

Natalie Roush Lantz Schmitz
NATALIE ROUSH LANTZ SCHMITZ

1-19-22
Signature Date

STATE OF TEXAS)
~~FREESTONE~~ Henderson COUNTY)

I, Katie Holcomb, a Notary Public, in and for the County or State, hereby certify that **NATALIE ROUSH LANTZ SCHMITZ**, whose name is signed to the above letter, acknowledged before me on this day, that being informed of the contents of the letter, she executed the same voluntarily on the day the same bears date.

Given under my hand this the 19 day of January, 2022.

Katie Holcomb
Signature of Notary
My commission expires: 01-15-2023

SEAL
Katie Holcomb
My Commission Expires
01/15/2023
ID No. 131854661

Pine Ridge Gardens Cemetery
3908 28th Street
Gulfport, Harrison County, MS 39501
PH 228-214-3601

To whom it may concern,

I, **DEBRA LOUISE ROUSH MARCY**, stepsister of **CONSTANCE BOUNDS AUSTIN**, accept and agree to the transfer of a burial plot listed below to **CONSTANCE BOUNDS AUSTIN**. The lot to be transferred is:

Bounds, Ruth
PRG_4_64_4

To indicate my approval of this transfer, I have signed this notarized letter voluntarily with no reservations or conditions.

Debra Louise Roush Marcy
DEBRA LOUISE ROUSH MARCY

7th Jan 2022
Signature Date

STATE OF ALABAMA)
MONROE COUNTY)

I, Chastity Turberville, a Notary Public, in and for the County or State, hereby certify that **DEBRA LOUISE ROUSH MARCY**, whose name is signed to the above letter, acknowledged before me on this day, that being informed of the contents of the letter, she executed the same voluntarily on the day the same bears date.

Given under my hand this the 7th day of January, 2022.

Chastity Turberville
Signature of Notary
My commission expires: 7/20/25

CHASTITY TURBERVILLE
NOTARY PUBLIC
ALABAMA STATE AT LARGE
MY COMMISSION EXPIRES JULY 20, 2025

Pine Ridge Gardens Cemetery
3908 28th Street
Gulfport, Harrison County, MS 39501
PH 228-214-3601

To whom it may concern,

I, **TRINITY BURGE**, great granddaughter of Robert H. and Ruth Bounds (both deceased), accept and agree to the transfer of a burial plot listed below to **CONSTANCE BOUNDS AUSTIN**. The lot to be transferred is:

Bounds, Ruth
PRG_4_64_4

To indicate my approval of this transfer, I have signed this notarized letter voluntarily with no reservations or conditions.

Trinity Burge
TRINITY BURGE

2/22/22
Signature Date

STATE OF MISSISSIPPI)
OKTIBBEHA COUNTY)

I, Breanna Burris, a Notary Public, in and for the County or State, hereby certify that **TRINITY BURGE**, whose name is signed to the above letter, acknowledged before me on this day, that being informed of the contents of the letter, she executed the same voluntarily on the day the same bears date.

Given under my hand this the 22nd day of February, 2022.

Breanna Burris
Signature of Notary
My commission expires: Oct. 21, 2022

STATE OF MISSISSIPPI
BREANNA BURRIS
NOTARY PUBLIC
ID No. 125701
MY COMMISSION EXPIRES
OCT. 21, 2022
OKTIBBEHA COUNTY

Pine Ridge Gardens Cemetery
3908 28th Street
Gulfport, Harrison County, MS 39501
PH 228-214-3601

To whom it may concern,

I, **TRINITY BURGE**, great granddaughter of Robert H. and Ruth Bounds (both deceased). accept and agree to the transfer of a burial plot listed below to **CONSTANCE BOUNDS AUSTIN**. The lot to be transferred is:

Bounds, Ruth
PRG_4_64_4

To indicate my approval of this transfer, I have signed this notarized letter voluntarily with no reservations or conditions.

Trinity Burge
TRINITY BURGE

1/25/22
Signature Date

STATE OF MISSISSIPPI)
OKTIBBEHA COUNTY)

I, Breanna Burris, a Notary Public, in and for the County or State, hereby certify that **TRINITY BURGE**, whose name is signed to the above letter, acknowledged before me on this day, that being informed of the contents of the letter, she executed the same voluntarily on the day the same bears date.

Given under my hand this the 25th day of January, 2022.

Breanna Burris
Signature of Notary
My commission expires: Oct. 21, 2022

SEAL

NOTARY PUBLIC
ID No. 135
OCT. 21, 2022

Pine Ridge Gardens Cemetery
3908 28th Street
Gulfport, Harrison County, MS 39501
PH 228-214-3601

To whom it may concern,

This letter is to request the transfer of a burial plot owned by Ruth Bounds (deceased) to her stepdaughter Constance Bounds Austin. The lot to be transferred is:

Bounds, Ruth
PRG_4_64_4

The transfer of this plot to Constance Bounds Austin is acceptable and agreed to by the other siblings and great granddaughter listed below as indicated by their attached notarized signatures.

Donald H. Roush, stepbrother
Natalie Roush Lantz Schmitz, stepsister
Debra Louise Roush Marcy, stepsister
Trinity Burge, great granddaughter of Robert H. and Ruth Bounds (both deceased)

Thank you for your time and efforts in making this transfer.

Sincerely,

Constance Austin
1234 Pisana
League City, TX 77573

Attachments

REVIEWED

SCANNED

1st JUDICIAL DISTRICT
Instrument 2023-0026008-D-J1
Filed/Recorded 12/29/2023 9:31:01 AM
Total Fees 26.00
4 Pages Recorded

This Instrument prepared by and to be returned to:
Margaret Murdock, Esq.
City Attorney's Office
P.O. Box 1780
Gulfport, Mississippi 39502
(228) 868-5811

PERPETUAL UTILITY EASEMENT

FOR AND IN CONSIDERATION of the sum of ONE and NO/100 Dollars ($1.00), cash in hand paid, and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, the undersigned **Grantor,**

ELLIOTT HOMES, LLC
A Mississippi Limited Liability Company
1402 Pass Road
Gulfport, MS 39501
(228) 257-9914

does hereby grant, convey, assign, and transfer unto **Grantee,**

CITY OF GULFPORT, MISSISSIPPI
A Mississippi Municipal Corporation
2309 15th Street
Gulfport, Mississippi 39501
Telephone (228) 868-5811

a perpetual easement for construction, installation, operation and maintenance of municipal utility (including, but not limited to water and sewer) systems over, across, and under the following described real property situated and being in the City of Gulfport, First Judicial District of Harrison County, Mississippi, more particularly described as follows, to-wit:

See Exhibits "A" and "B" attached.

Grantor further grants unto the City of Gulfport and its employees and contractors a Right of Entry on Grantors' remaining and adjacent property for the purpose of construction and maintenance of said municipal utility systems. Any damage caused to Grantor's remaining and adjacent property as a direct result of the City's use of the Right of Entry will be repaired, as reasonably possible, to pre-damage condition.

At the time of execution of this easement, the property described in Exhibit "A" hereto is subject to that certain Supplemental Deed of Trust and Security Agreement in favor of Regions Bank in the amount of $123,992.00 and dated October 3, 2023, which was recorded in the Land Records of Harrison County, Mississippi, First Judicial District, at Instrument No 2023-0021030-T-J1, on October 12, 2023. The easement contemplated herein shall not in any way affect the lien of the said Supplemental Deed of Trust and Security Agreement upon any property or property rights remaining subject to the Supplemental Deed of Trust and Security Agreement.

INDEXING INSTRUCTIONS: **Biloxi River Estates, Unit 1 (Re-subdivision), Block 23, Lots 3 and 4,** First Judicial District, Harrison County, Mississippi

WITNESS MY SIGNATURE on this the 21 day of December, 2023.

ELLIOTT HOMES, LLC

BY: _____
BRANDON ELLIOTT, MANAGING MEMBER

STATE OF MISSISSIPPI
COUNTY OF Harrison

PERSONALLY CAME and appeared before me, the undersigned authority in and for the jurisdiction aforesaid on this the 21 day of December, 2023, Brandon Elliott, who, acknowledged to me that he is the Managing Member of Elliott Homes, LLC, and that he signed, executed and delivered the above and foregoing instrument in writing on the day and date therein mentioned as his free and voluntary act and deed after first being duly authorized to do so.

_____
NOTARY PUBLIC

My Commission Expires:
April 26, 2025

(SEAL)

DIANE WHITSON
NOTARY PUBLIC
ID No. 290704
Commission Expires
Apr 26, 2025
STATE OF MISSISSIPPI
HARRISON COUNTY

EXHIBIT "A"

A UTILITY EASEMENT BEING 10 FEET WIDE LOCATED ALONG THE SOUTHERN MARGIN OF LOTS 3 AND 4, BLOCK 23 AS PER MAP OR PLAT ON FILE IN THE OFFICE OF THE CHANCERY CLERK OF HARRISON COUNTY, MISSISSIPPI AND ENTITLED "RESUBDIVISION UNIT ONE BILOXI RIVER ESTATES" AND RECORDED IN PLAT BOOK 23, PAGES 9A-9C AND ALSO BEING A PART OF AND LOCATED IN THE NE ¼ OF SECTION 36, TOWNSHIP 6 SOUTH, RANGE 11 WEST, CITY OF GULFPORT, 1ST JUDICIAL DISTRICT OF HARRISON COUNTY, MISSISSIPPI AND BEING MORE DESCRIBED AS FOLLOWS:

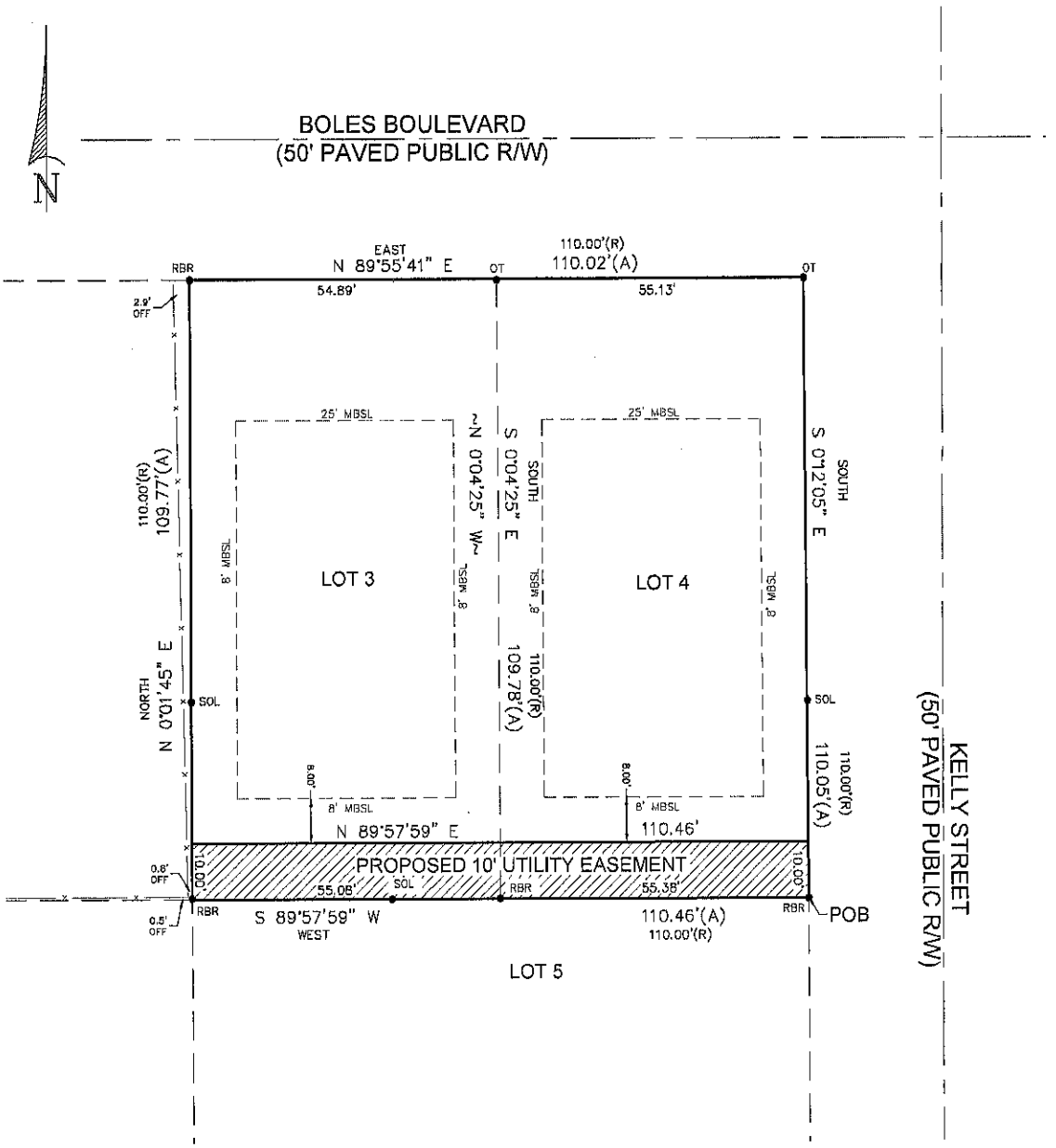
BEGINNING AT A FOUND ½" REBAR LOCATED AT THE SOUTHEAST CORNER OF LOT 4, BLOCK 23 AS PER MAP OR PLAT ON FILE ENTITLED "RESUBDIVISION UNIT ONE BILOXI RIVER ESTATES" AND RECORDED IN PLAT BOOK 23, PAGES 9A-9C IN THE OFFICE OF THE CHANCERY CLERK OF HARRISON COUNTY, MISSISSIPPI;

THENCE S89°57'59"W ALONG THE SOUTHERN MARGIN OF SAID LOTS 3 AND 4, BLOCK 23 FOR A DISTANCE OF 110.46 FEET TO A FOUND ½" REBAR AT THE SOUTHWEST CORNER OF LOT 3, BLOCK 23;

THENCE N0°01'45"E ALONG THE WEST MARGIN OF SAID LOT 3, BLOCK 23 FOR A DISTANCE OF 10.00 FEET TO A POINT;

THENCE N89°57'59"E, FOR A DISTANCE OF 110.46 FEET TO A POINT ON THE EAST MARGIN OF SAID LOT 4, BLOCK 23 AND ALSO BEING ON THE WEST RIGHT-OF-WAY OF KELLY STREET;

THENCE S0°12'05"E ALONG THE EAST MARGIN OF SAID LOT 4, BLOCK 23 AND ALSO THE WEST RIGHT-OF-WAY OF KELLY STREET FOR A DISTANCE OF 10.00 FEET BACK TO THE POINT OF BEGINNING.



LEGEND
OT = OPEN TOP IRON PIPE FOUND
POB = POINT OF BEGINNING
RBR = 1/2" REBAR IRON FOUND
MBSL = MINIMUM BUILDING SETBACK LINE
SOL = STAKE ON LINE
--X---X-- = FENCE LINE
(R) = RECORD
(A) = ACTUAL

LOTS 3 & 4, BLOCK 23, UNIT ONE, BILOXI RIVER EASTATES (PRELIMINARY) AS RECORDED IN PLAT BOOK PAGE IN THE CHANCERY CLERK OFFICE, HARRISON COUNTY, MISSISSIPPI;

SUBJECT TO A 10.00 FOOT UTILITY EASEMENT OVER AND ACROSS THE SOUTH 10.00 FEET OF LOTS 3 & 4, BLOCK 23, UNIT ONE, BILOXI RIVER EASTATES (PRELIMINARY) AS RECORDED IN PLAT BOOK PAGE IN THE CHANCERY CLERK OFFICE, HARRISON COUNTY, MISSISSIPPI; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

BEGINNING AT THE SOUTHEAST CORNER OF LOT 4, BLOCK 23, UNIT ONE, BILOXI RIVER EASTATES (PRELIMINARY), SAID POINT LYING ON THE WEST RIGHT-OF-WAY LINE OF KELLY STREET; THENCE RUN S89°57'59"W, 110.46 FEET TO A POINT; THENCE RUN N0°01'45"E, 10.00 FEET TO A POINT; THENCE RUN N89°57'59"E, 110.46 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF KELLY STREET; THENCE RUN S0°12'05"E ALONG SAID LINE, 10.00 FEET TO THE POINT OF BEGINNING.

J. Brett Orrell Digitally signed by J. Brett Orrell Date: 2023.12.08 07:15:05 -06'00'

SURVEYOR'S NOTES
1. TYPE OF SURVEY: EASEMENT SURVEY
2. BEARING AND SETBACK BASED ON RECORD PLAT
3. PROPERTY IS LOCATED IN FLOOD ZONE "X-UNSHADED" AS SCALED FROM FEDERAL INSURANCE ADMINISTRATION FLOOD HAZARD BOUNDARY MAP 28047C PANEL NO. 0260 SUFFIX H, DATED DECEMBER 21, 2017

POLY SURVEYING
SERVING ALABAMA, FLORIDA & MISSISSIPPI
CORPORATE OFFICE
5568 JACKSON RD
MOBILE, AL 36619
P: (251) 666-2010
WWW.POLYSURVEYING.COM

11"x17" PRINT	
SCALE: 1"=20'	S-(42)
FILE NAME: 2311-4600	
SURVEY DATE: 12/06/2023	
FIELD DATE: 12/04/2023	
DRAWN BY: DAS	
CHECKED BY: JBO	

BRETT ORRELL REGISTERED PROFESSIONAL LAND SURVEYOR STATE OF ALABAMA PS-24143

EXHIBIT "B"

M:\IIIDrawings\2023\2311\2311-4600\2311-4600.dwg, Dec 08, 2023 - 7:14:40AM, CAD-11

Memorandum – City of Gulfport

ENGINEERING

To: Mayor Billy Hewes and Members of the City Council

CC: Wayne Miller, CAO
Tyler Gentry, Director of Public Works – Operations
Rick Mooney, Staff Surveyor/Engineer
Legal Department

From: Jeremy Harrison, P.E., Director of Engineering

Date: January 30, 2024

Re: **Recommendation to Accept Perpetual Utility Easement**
- Elliot Homes, LLC
- Lots 3 & 4, Block 23, Unit One, Biloxi River Estates

Attached for your consideration is the perpetual utility easement for the referenced lots. Elliot Homes, LLC is providing a utility easement to serve sewer to Lot 3 where no sewer service currently exists. Providing service from the rear allows for easier installation and minimal disturbance to the Kelly Street and Boles Boulevard right of ways.

I recommend approval of this item.

Attachments:

1. Perpetual Utility Easement

Gulfport
MISSISSIPPI

OFFICE OF
CITY COUNCIL

P.O. Box 1780
Gulfport, MS 39502
Phone: 228-868-5848
Fax: 228-868-3856

City Hall
2309 15th St.
Gulfport, MS 39501

February 6, 2024

Family of Miss Alivia "Liv" Jean Hood
12245 Dixie Avenue
Biloxi, MS 39532

Re: Memorial Adjournment

Dear Mrs. Angie Searcy Hood and Family:

Please accept this letter as our sincere condolences for the recent loss of your loved one.

At the February 6, 2024 Gulfport City Council meeting, the meeting was formally adjourned in memory of Miss Alivia "Liv" Jean Hood. Notice of this Memorial will be in the official minutes of the Gulfport City Council meeting for the date of February 6, 2024.

If you should have any questions regarding this matter, do not hesitate to contact the Council Office at (228) 868-5848.

Sincerely,

Mayor & Gulfport City Council

_____ Billy Hewes, Mayor

_____ Kenneth L."Truck" Casey, Sr., Ward 1

_____ Ron P. Roland, Ward 2

_____ Ella Holmes-Hines, Ward 3

_____ F.B. "Rusty" Walker, IV, Ward 4 - President

_____ Myles Sharp, Ward 5 - Vice-President

_____ Robert "R.Lee" Flowers, Ward 6

_____ Richard B. Kosloski, Ward 7

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Gulfport, MS 39501

February 6, 2024

Family of Mrs. Mary Lou Lavin-Green
145 Kelly Lane
Homer, LA 71040

Re: Memorial Adjournment

Dear Mr. Garry Green and Family:

Please accept this letter as our sincere condolences for the recent loss of your loved one.

At the February 6, 2024 Gulfport City Council meeting, the meeting was formally adjourned in memory of Mrs. Mary Lou Lavin-Green. Notice of this Memorial will be in the official minutes of the Gulfport City Council meeting for the date of February 6, 2024.

If you should have any questions regarding this matter, do not hesitate to contact the Council Office at (228) 868-5848.

Sincerely,

Mayor & Gulfport City Council

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_____ Ron P. Roland, Ward 2

_____ Ella Holmes-Hines, Ward 3

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February 6, 2024

Family of Mr. Earl Judson "Jud" Williams III
107 Hursey Avenue
Pass Christian, MS 39571

Re: Memorial Adjournment

Dear Mrs. Leslie Williams and Family:

Please accept this letter as our sincere condolences for the recent loss of your loved one.

At the February 6, 2024 Gulfport City Council meeting, the meeting was formally adjourned in memory of Mr. Earl Judson "Jud" Williams III. Notice of this Memorial will be in the official minutes of the Gulfport City Council meeting for the date of February 6, 2024.

If you should have any questions regarding this matter, do not hesitate to contact the Council Office at (228) 868-5848.

Sincerely,

Mayor & Gulfport City Council

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February 6, 2024

Family of Mr. Robert "Bobby" Donald Ladner
9125 Rainwood Circle
Gulfport, MS 39503

Re: Memorial Adjournment

Dear Mr. & Mrs. Russell Weatherly and Family:

Please accept this letter as our sincere condolences for the recent loss of your loved one.

At the February 6, 2024 Gulfport City Council meeting, the meeting was formally adjourned in memory of Mr. Robert "Bobby" Donald Ladner. Notice of this Memorial will be in the official minutes of the Gulfport City Council meeting for the date of February 6, 2024.

If you should have any questions regarding this matter, do not hesitate to contact the Council Office at (228) 868-5848.

Sincerely,

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February 6, 2024

Family of Mr. Walter V. "P.I." Williams
2486 Provence Place
Biloxi, MS 39531

Re: Memorial Adjournment

Dear Mrs. Walter Williams and Family:

Please accept this letter as our sincere condolences for the recent loss of your loved one.

At the February 6, 2024 Gulfport City Council meeting, the meeting was formally adjourned in memory of Mr. Walter V. "P.I." Williams. Notice of this Memorial will be in the official minutes of the Gulfport City Council meeting for the date of February 6, 2024.

If you should have any questions regarding this matter, do not hesitate to contact the Council Office at (228) 868-5848.

Sincerely,

Mayor & Gulfport City Council

Billy Hewes, Mayor

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Gulfport, MS 39501

February 6, 2024

Family of Major Nicholas "Nick" Sargent Evanish
2521 E. 17th Place
Tulsa, OK 74104

Re: Memorial Adjournment

Dear Mr. Michael Evanish and Family:

Please accept this letter as our sincere condolences for the recent loss of your loved one.

At the February 6, 2024 Gulfport City Council meeting, the meeting was formally adjourned in memory of Major Nicholas "Nick" Sargent Evanish. Notice of this Memorial will be in the official minutes of the Gulfport City Council meeting for the date of February 6, 2024.

If you should have any questions regarding this matter, do not hesitate to contact the Council Office at (228) 868-5848.

Sincerely,

Mayor & Gulfport City Council

Billy Hewes, Mayor

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February 6, 2024

Family of Mr. Purvis L. McBride, Jr.
1100 E Pass Road
Gulfport, MS 39507

Re: Memorial Adjournment

Dear First Missionary Baptist Church Handsboro:

Please accept this letter as our sincere condolences for the recent loss of your loved one.

At the February 6, 2024 Gulfport City Council meeting, the meeting was formally adjourned in memory of Mr. Purvis L. McBride, Jr. Notice of this Memorial will be in the official minutes of the Gulfport City Council meeting for the date of February 6, 2024.

If you should have any questions regarding this matter, do not hesitate to contact the Council Office at (228) 868-5848.

Sincerely,

Mayor & Gulfport City Council

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February 6, 2024

Family of Ms. Kelli Michele (James) Sowles
16545 East Adams Road
Saucier, MS 39574

Re: Memorial Adjournment

Dear Mr. Aaron James and Family

Please accept this letter as our sincere condolences for the recent loss of your loved one.

At the February 6, 2024 Gulfport City Council meeting, the meeting was formally adjourned in memory of Ms. Kelli Michele (James) Sowles. Notice of this Memorial will be in the official minutes of the Gulfport City Council meeting for the date of February 6, 2024.

If you should have any questions regarding this matter, do not hesitate to contact the Council Office at (228) 868-5848.

Sincerely,

Mayor & Gulfport City Council

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