



City Council | Agenda

Wednesday, August 12, 2026 – 4:00 PM

City Hall – Council Chambers
2309 15th Street, Gulfport

4:00 PM

Declaration of Special Call Meeting

Policy Issues

- 1 Resolution - adopting the 2026 Action Plan for use of funds allocated to the City of Gulfport through the U.S. Department of Housing & Urban Development, Community Development Block Grant and HOME Investment Partnerships Entitlement Programs, and for related purposes.
- 2 Resolution - approving Agreement with the U.S. Small Business Administration for use of the Handsboro Community Center for Community Disaster Assistance Services, and for related purposes.
- 3 **Resolution - authorizing submission of Mississippi Department of Environmental Quality Project Closeout Package for the City Wide Lift Station Project, and for related purposes.**
- 4 **Resolution - authorizing submission of Mississippi Department of Environmental Quality Project Closeout Package for the North Gulfport Wastewater Treatment Plant Headworks Project, and for related purposes.**
- 5 **Resolution - authorizing submission of Mississippi Department of Environmental Quality Project Closeout Package for the North Gulfport Wastewater Treatment Plant Sand Filter Project, and for related purposes.**

Setting of Next Meeting and Adjournment

There came on for consideration at a duly constituted meeting of the Mayor and Members of the City Council of the City of Gulfport, Mississippi, held on the _____ day of _____, 2026, the following Resolution:

A RESOLUTION BY THE GULFPORT CITY COUNCIL ADOPTING THE ONE-YEAR ACTION PLAN FOR PROGRAM YEAR 2026 REGARDING USE OF FUNDS ALLOCATED TO THE CITY OF GULFPORT THROUGH THE U.S. DEPARTMENT OF HOUSING & URBAN DEVELOPMENT, COMMUNITY DEVELOPMENT BLOCK GRANT AND HOME INVESTMENT PARTNERSHIPS ENTITLEMENT PROGRAMS, AND FOR RELATED PURPOSES.

WHEREAS, the City of Gulfport, Mississippi is an “Entitlement City” under the terms and provisions of the United States Department of Housing and Urban Development (HUD), Community Development Block Grant (CDBG) and HOME Investment Partnerships Programs; and

WHEREAS, in accordance with regulations of the CDBG and HOME Programs, the City of Gulfport previously developed and approved a Consolidated Plan for Housing and Community Development for the 2022-2026 period, which was previously approved by HUD, and which regulations require preparation and adoption of a HUD-compliant One-Year Action Plan during each one-year cycle of the applicable year within the overall time period for the affected “Consolidated Plan”; and

WHEREAS, the City of Gulfport has therefore now prepared a One-Year Action Plan for CDBG and HOME Programs for the Program Year (PY) 2026 as set forth in what is attached hereto as Exhibit “A,” as a component to the City’s 2022-2026 Consolidated Plan, in accordance with HUD requirements, which preparation has included, among other things, interagency consultations, a public hearing, and a 30-day review and written comment period for the Draft 2026 Action Plan, and which 2026 One-Year Action Plan is the final such plan for the 2022-2026 Consolidated Plan; and

WHEREAS, the proposed One-Year Action Plan for Program Year 2026 includes, among other things, the use of the City’s PY2026 HOME Entitlement allocation and CDBG Entitlement allocation, in the amounts as reflected in what is attached hereto as Exhibits “B” and “C,” respectively; and

WHEREAS, the City of Gulfport’s Governing Authority, having considered public comment and given due consideration to the general and specific needs of the City, as qualified by HUD requirements, does hereby find that the proposed One-Year Action Plan for Program Year 2026, in substantial conformance with Exhibit “A” attached hereto, will serve the best interests of the City of Gulfport and should be approved as the City’s One-Year Action Plan for PY 2026 and that the City’s Administration should be authorized and approved to pursue and take all actions necessary to implement or carry out this One-Year Action Plan for PY 2026, to include, but not be limited to, issuance, publication and/or dissemination of any notices or ads, of funding availability, of any requests for proposals, and/or otherwise associated with procurement (expressly excepted from this is authority to award bids or select proposals or to enter into any agreements or contracts, all of which must be submitted in advance to the City’s Governing Authority for approval).

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

SECTION 1. That the findings, conclusions, and statements of fact contained in the preamble are adopted and ratified.

SECTION 2. That the proposed One-Year CDBG and HOME Action Plan for Program Year 2026, as substantially reflected in what is attached hereto as Exhibit “A,” together with Exhibits “B” and “C,” be, and the same are hereby approved and adopted as the One-Year Action Plan for the City of Gulfport for Program Year 2026.

SECTION 3. That the Mayor for the City of Gulfport, be and is hereby authorized to sign and deliver any and all documents and forms needed or necessary to submit the City of Gulfport's One-Year CDBG and HOME Action Plan for Program Year 2026 to HUD for review and approval and to any other reviewing or approving agencies and departments, including, but not limited to, HUD application forms and certifications and assurances, including those attached as Exhibits hereto.

SECTION 4. That the appropriate municipal officials be they are hereby authorized to pursue and take any and all steps and actions as may be required or necessary to carry out the One-Year Action Plan set forth in the documents adopted via this resolution, including, but not limited to, issuance, publication and/or dissemination of any notices or ads, of funding availability, of any requests for proposals, and/or otherwise associated with procurement (expressly excepted from this is authority to award bids or select proposals or to enter into any agreements or contracts, all of which must be submitted in advance to the City's Governing Authority for approval).

SECTION 5. 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, was introduced by _____, seconded by _____, and was adopted by the following roll call vote:

AYES

NAYS

ABSENT

WHEREUPON, the President declared the motion carried and the Resolution adopted,
this the ____ day of _____, 2026.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF THE COUNCIL

PRESIDENT

The above and foregoing Resolution was submitted to and approved by the Mayor, this
the ____ day of _____, 2026.

APPROVED:

MAYOR

Exhibit A: Final CDBG Allocation for PY 2026*(presented Draft allocation Public Hearing July 21, 2026)*

Sources	
PY 2026 CDBG Entitlement Allocation	\$723,929.00
Program Income (estimate)	\$0.00
GRAND TOTAL	\$723,929.00
Uses	
Rehabilitate Existing Housing	\$250,000.00
Public Service Operations	\$108,589.35
Public Facilities and Improvements	\$220,553.85
Administration	\$144,785.80
TOTAL	\$723,929.00

The CDBG Entitlement award for PY 26 was announced by HUD April 10, 2026. The program income funding allocation is accurate, not an estimate. New entitlement funds are allocated by percentage to Public Service Operations (15% of entitlement and 15% of any program income earned during the prior year) and Administration (20% of entitlement and 20% of any program income earned the prior year) with any remainder to Public Facilities and Improvements. No program income is anticipated to be earned. If the program income amount is higher or lower than estimated, the funding will be adjusted based on the percentages stated above.

Exhibit B: Final HOME Allocation for PY 2026*(presented Draft allocation Public Hearing July 21, 2026)*

Sources	
PY 2026 HOME Entitlement Allocation	\$432,478.29
Program Income (estimate)	\$0.00
GRAND TOTAL	\$432,478.29
Uses	
CHDO Set-aside	\$64,871.74
CHDO Operating	\$21,623.91
Tenant-Based Rental Assistance	\$302,734.81
Administration	\$43,247.83
TOTAL	\$432,478.29

The HOME Entitlement award for PY 26 was announced by HUD April 10, 2026. The program income funding allocation is accurate, not an estimate. New entitlement funds are allocated by percentage to CHDO Set-aside (minimum 15% of entitlement), CHDO Operating Support (max 5% of entitlement) and Administration (10% of entitlement and 10% of any program income earned the prior year) with any remainder to Tenant-Based Rental Assistance. No program income is anticipated to be earned. If the program income amount is higher or lower than estimated, the funding will be adjusted based on the percentages stated above.



Memorandum

To: Mayor and Members of the City Council

CC: Wayne Miller, Chief Administrative Officer
Jeff Bruni, Esq., City Attorney

From: Nicole Stehlar, HUD Grants Administrator

Date: 08/12/2026

Re: **Request to Approve 2026 Annual Action Plan and subsequent actions related to carrying out plan as approved**

Please review for approval at the 8/12/2026 Council, Special Call Meeting.

The City Council is asked to approve the Gulfport-Harrison County 2026 One-Year Action Plan that allocates funds received through Federal programs administered by the U.S. Department of Housing and Urban Development (HUD) for Federal fiscal year (FFY) and City program year (PY) 2026. The Council is also asked to approve any required legal ads for procurements, notices of funding availability, amendments, and agreements for activities directly associated with carrying out the 2026 Action Plan as approved. This additional action is more time efficient, allowing staff to move forward more quickly with securing partners thus implementing programs to meet community needs. This was done in 2025.

Each year, City Council must approve a One-Year Action Plan in order to receive Community Development Block Grant (CDBG) and HOME Investment Partnerships Program (HOME) funds for the next fiscal year. Through the CDBG program, Gulfport may allocate new entitlement funds. Through the HOME program, the Gulfport-Harrison County Consortium may allocate new entitlement funds. The proposed allocation will advance affordable housing opportunities, support public services, and expand public facility and infrastructure improvements in support of strategies identified in the Gulfport-Harrison County 2022-2026 Consolidated Plan. The 2026 Action Plan is for October 1, 2026 – September 30, 2027; the last within the current Consolidated Plan.

The 30-day written comment period will end August 11, 2026; all comments will be considered and incorporated into the final submission to HUD. Per statutory requirement, the Action Plan is due to HUD no later than August 16, 2026; which falls on a Sunday, therefore, the 2026 Action Plan will be submitted on or before Friday, August 14, 2026.

For more information please contact Community Development at 228-868-5862 or email nstehlar@gulfport-ms.gov.

There came on for consideration at a duly constituted meeting of the Mayor and Members of the City Council of the City of Gulfport, Mississippi, held on the _____ day of _____, 2026, the following Resolution:

A RESOLUTION BY THE GULFPORT CITY COUNCIL TO APPROVE NO COST SPACE AGREEMENT WITH THE US SMALL BUSINESS ADMINISTRATION, AND FOR RELATED PURPOSES

WHEREAS, the President recently declared a federal disaster in Mississippi in connection with the heavy and unprecedented rain and flooding associated with Tropical Storm Arthur; and

WHEREAS, in connection with that federally declared disaster, the US Small Business Administration intends to open a service center in Harrison County to provide assistance to business owners seeking federal assistance as a result of damage from Tropical Storm Arthur; and

WHEREAS, the City was approached by the Small Business Administration to locate the Harrison County service center in Gulfport, and the City has agreed to allow the Small Business Administration to utilize space in the Handsboro Community Center, at no cost (in accord with Ordinance No. 3128 (as amended), for a period extending from now until the end of October 31, 2026; and

WHEREAS, the Small Business Administration provided the attached No Cost Space Agreement (see Exhibit “A” hereto) to be executed in association with its use of the space at the Handsboro Community Center; and

WHEREAS, the Governing Authority of the City of Gulfport is of the opinion that approval of the said No Cost Space Agreement and that location of the Harrison County SBA Service Center in Gulfport are the best interest of the City of Gulfport.

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

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

SECTION 2. That the No Cost Space Agreement attached hereto as Exhibit “A” 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 performance thereunder is hereby authorized.

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, was introduced by _____, seconded by _____, and was adopted by the following roll call vote:

AYES

NAYS

ABSENT

WHEREUPON, the President declared the motion carried and the Resolution adopted, this the ____ day of _____, 2026.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF THE COUNCIL

PRESIDENT

The above and foregoing Resolution was submitted to and approved by the Mayor, this
the ____ day of _____, 2026.

APPROVED:

MAYOR



U.S. Small Business Administration
Office of Disaster Recovery and Resilience
No Cost Space Agreement

Date: August 12, 2026

This Agreement is made by and between the City of Gulfport, Mississippi
(County, City or Facility name, land,
parking lot, etc.)

("Landlord") and the United States Small Business Administration (SBA) ("Tenant"). This Agreement covers temporary usage of the property owned by the Landlord located at:

Handsboro Community Center, 1890 Switzer Road, Gulfport, MS
(Location name and complete address) 39507

Purpose of space: To issue disaster loan applications, assist applicants with completing applications, receive completed applications and close approved disaster loans for homeowners, renters and businesses affected by declared disasters.

Declaration #: DR-4930-MS

Fee for Usage: \$0.00 (SBA will incur **no** rent cost to occupy Landlord's space, land, parking lot, etc.)

Occupancy Dates: August 12, 2026 - October 31, 2026

Landlord Contact: Billy Lehman, Assistant Director, 228-669-6732
(Name, Title, Company, Phone Number and Email Address – include mailing address if different from facility address) blehman@gulfport-ms.gov

SBA (Tenant) Contact: _____
(Field Personnel or Center AO)

Comments:

SBA will maintain the Facility, land, parking lot, etc., in a clean and orderly condition and agrees to surrender the Facility, land, parking lot, etc., in as good a state as at the commencement of the term, reasonable wear and tear excluded.

Tenant agrees to indemnify, defend, and save harmless the Landlord, to the extent appropriated funds are available for this purpose.

As an agency of the U.S. Federal government, SBA self-insures.

The person executing this Agreement on behalf of the Landlord hereby covenants and warrants that he/she is duly authorized to execute this Agreement.

If applicable, the Landlord will provide recycling services and/or an energy efficient facility to the Tenant.

☐ Check here if this form has been modified. If so, it is subject to SBA Office of General Counsel approval.

Landlord:
Signature: _____

Title: Mayor

Date: August 12, 2026

Tenant:
Signature: _____

Title: _____

Date: _____



Memorandum

To: Mayor and Members of the City Council

CC: Wayne E. Miller, CAO
J. Tyler Gentry, Director of Public Works
Robert Lee, P.E., Assistant City Engineer
Andrew Shaddix, Project Manager
Kini Gonsoulin, Director of Finance
Jessica Versiga, Purchasing Agent
Legal Department

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



Date: August 10, 2026

Re: Recommendation to Authorize the Mayor to Sign the MDEQ Project Closeout Package
- **City Wide Lift Station Project (MCWI No. 154-2-CW-5.5)**

The City recently submitted final MCWI reimbursement for the City Wide Lift Station Project. As part of the closeout of the MCWI funding for this project, the Mayor must sign and submit the MDEQ project closeout package.

The project included major rehabilitation for the Airport Lift Station and Seaway Lift Station. It was funded by MCWI (State ARPA sub-award), City ARPA funds, and Water/Sewer Enterprise Funds.

I recommend that the Council authorize the Mayor to sign the package.

Attachment:

1. MDEQ Project Closeout Package



MISSISSIPPI MUNICIPAL AND COUNTY WATER INFRASTRUCTURE (MCWI) GRANT PROGRAM
MCWI SUBAWARD #154-2-CW-5.5
CLOSEOUT PACKAGE

City of Gulfport, G8SCFJ32K4N5

154-2-CW-5.5, Citywide - Lift Station Rehabilitation

Dear Hugh Keating, Mayor,

The Mississippi Department of Environmental Quality (MDEQ) congratulates you on the completion of your approved project. This letter provides detailed information regarding the closeout obligations required by the U.S. Treasury (Treasury) outlined in 2 CFR 200.344-346. As a Subrecipient, you must adhere to these requirements to ensure a compliant closeout process as a condition of your receipt of federal funds under the MCWI Grant Program.

The following documents are required components of the program closeout package:

1. Subrecipient Closeout Checklist:

Subrecipient must check the appropriate boxes concerning each of the closeout documents. Please explain in the space provided any item(s) not submitted.

2. Certification of Completion:

This document requires Subrecipient to report all MCWI Subaward funds and other funds expended by Subrecipient to complete the approved project(s).

3. Equipment & Real Property Inventory Form & Certification:

Any real property or equipment that was purchased with Subaward funds must be listed with the purchase price, use of the property and/or equipment, disposition date, and reason for and method of disposition (if applicable). For real property, please also indicate the date on which the real property is expected to be used, i.e. date the property was first put into service.

The Inventory Certification is used to account for all equipment or real property purchased, furnished, or acquired.

4. Certification of Subrecipient Compliance:

Pursuant to the terms of the Subaward, Subrecipient certifies to all applicable terms and conditions regarding the following:

- a. Release
- b. Assignment of Refunds, Rebates, and Credits
- c. Ongoing Responsibilities for Audit
- d. Clawback
- e. General Statement of Compliance

MISSISSIPPI MUNICIPAL AND COUNTY WATER INFRASTRUCTURE (MCWI) GRANT PROGRAM
MCWI SUBAWARD # 154-2-CW-5.5
CLOSEOUT PACKAGE

5. Subaward Closeout Certification:

By signing the Subaward Closeout Certification, Subrecipient is certifying that the entire closeout document meets the individual requirements included in the Closeout Package. Further, this document is an agreement between Subrecipient and MDEQ that permits the closeout of the project activities. Closeout of a Subaward by MCWI does not alleviate Subrecipient of its obligations under 2 CFR 200.345(a)(4) regarding the non-federal entity's duty to audit funds. Upon receipt of a copy of Subrecipient's audit report and resolution of any findings related to the Subaward (if applicable), MDEQ will notify Subrecipient in writing that Subrecipient has fulfilled its audit requirements relative to the Subaward.

MISSISSIPPI MUNICIPAL AND COUNTY WATER INFRASTRUCTURE (MCWI) GRANT PROGRAM
MCWI SUBAWARD #154-2-CW-5.5
CLOSEOUT PACKAGE

SUBRECIPIENT CLOSEOUT CHECKLIST

In compliance with the requirements of MDEQ's MCWI Closeout Procedures and the terms and conditions of the Subaward, the following closeout documents are enclosed:

Check the appropriate boxes concerning each of the closeout documents. Explain fully in the space provided below any item not submitted. Use a separate sheet, if necessary.

Document Title	Enclosed	Not Applicable
1. Certification of Completion		
2. Equipment & Real Property Inventory Form & Certification		
3. Certification of Subrecipient Compliance		
4. Subaward Closeout Certification		

Explanation/Comments:

MISSISSIPPI MUNICIPAL AND COUNTY WATER INFRASTRUCTURE (MCWI) GRANT PROGRAM
MCWI SUBAWARD # 154-2-CW-5.5
CLOSEOUT PACKAGE

CERTIFICATION OF COMPLETION

Subaward Agreement Scope of Work:

The Project includes rehabilitation of existing sewer pump stations located inside the City limits of Gulfport.

Scope Confirmation Statement:

Instructions: Did, or will, you complete the entire scope of work above? Yes / No Yes

If “No”, please provide the scope of work that has been completed or will be completed.

(The Subaward Agreement requires the entire scope of work to be completed. This is the last opportunity to modify or reduce the scope in the Subaward Agreement.)

Estimated Completion Date: _____

MISSISSIPPI MUNICIPAL AND COUNTY WATER INFRASTRUCTURE (MCWI) GRANT PROGRAM
MCWI SUBAWARD #154-2-CW-5.5
CLOSEOUT PACKAGE

Certification of Subrecipient Compliance:

It is hereby certified that the information as stated in the Certification of Subrecipient Compliance is, to the best of my knowledge, true and correct.

IT IS HEREBY CERTIFIED that the information provided and agreed to by Subrecipient in the Closeout Package is, to the best of Subrecipient's knowledge, true and correct.

IT IS FURTHER CERTIFIED that the Subrecipient has reviewed the Certification of Completion.

If any portion of the current approved Project scope has not been completed as of closeout, the Subrecipient certifies that the remaining Project work will be completed,

OR

If the Project has been or will be completed with a scope different than the current approved scope, the Subrecipient has provided a Scope Confirmation Statement and certifies that remaining scope of the project has been or will be completed. The Subrecipient acknowledges that it will not receive any additional MCWI Grant Funds. The Subrecipient acknowledges that MDEQ acceptance of the Scope Confirmation Statement is required and must be included in the Closeout Package before final closeout.

The Subrecipient certifies the facts stated, and MDEQ accepts the package for administrative closeout purposes only.

SUBRECIPIENT (Authorized Representative)

BY SIGNATORY OFFICIAL

Mayor

TITLE

8/12/2026

DATE

ADMINISTRATIVE REVIEW OF SCOPE CONFIRMATION STATEMENT, IF APPLICABLE

Required only when the completed scope differs from or is less than the current approved Project scope.

CHRIS WELLS
EXECUTIVE DIRECTOR

DATE

MISSISSIPPI MUNICIPAL AND COUNTY WATER INFRASTRUCTURE (MCWI) GRANT PROGRAM
MCWI SUBAWARD # 154-2-CW-5.5
CLOSEOUT PACKAGE

CERTIFICATION OF COMPLETION	Award Amount (i.e. amount listed in award budget)	Expended Amount (as of closeout)	Unexpended (as of closeout)
Local Fiscal Recovery Funds	\$3,133,299.93	\$3,133,299.93	\$0.00
Transferred LFRF	\$0.00	\$0.00	\$0.00
Other Funds NOTE: The expended amount reflected in this table only includes the balance up to Other Funds referenced in the subaward agreement.	\$2,765,202.14	\$1,530,028.15	\$1,235,173.99
MCWI Grant Funds *If money is unexpended, then see below.	\$3,133,299.93	\$3,133,299.93	* \$0.00

Please indicate your intended use of Unexpended MCWI Grant Funds, if applicable:

1. Total amount of MCWI Grant Funds to be de-obligated: _____
2. Total amount of MCWI Grant Funds to be obligated to other MCWI Subaward(s) held by entity: _____
3. Please indicate the applicable subaward(s) for #2 above:

Subaward Number	Amount
_____	_____
_____	_____
_____	_____

MISSISSIPPI MUNICIPAL AND COUNTY WATER INFRASTRUCTURE (MCWI) GRANT PROGRAM
MCWI SUBAWARD #154-2-CW-5.5
CLOSEOUT PACKAGE

EQUIPMENT & REAL PROPERTY INVENTORY FORM AND CERTIFICATION

Equipment: List the equipment purchased with Subaward funds, the price paid for each piece of equipment, and the use of the equipment. If the equipment was disposed of, list the reason for disposition, the method of disposition, and the disposition date. As defined in 2 CFR 200.345(A)(5), "Equipment" is tangible personal property, including information technology systems, having a useful life of more than one year and a per-unit acquisition cost that equals or exceeds the lesser of the capitalization level established by the non-Federal entity for financial statement purposes, or \$5,000 (2 CFR 200.1). If additional space is needed to list equipment purchased, these items should be listed on Exhibit 1.

Number or Amount	Type of Equipment	Purchase Price	Use of Equipment	Disposition Date of Equipment (if applicable)	Reason for and Method of Disposition

MISSISSIPPI MUNICIPAL AND COUNTY WATER INFRASTRUCTURE (MCWI) GRANT PROGRAM
MCWI SUBAWARD #154-2-CW-5.5
CLOSEOUT PACKAGE

Real Property: List the real property purchased with Subaward funds. Include the type of property, (i.e., lots, land, buildings), price paid for each property, the proposed use of the property, and the date the property is expected to be used. If the real property was disposed of, list the reason for disposition, method of disposition, and the disposition date. As defined at 2 CFR § 200.311, “Real Property” means land, including easements, rights-of-way, land improvements, structures and appurtenances thereto, excluding movable machinery and equipment.

Number or Amount	Type of Property	Purchase Price	Proposed Use of Property	Date to be Used	Disposition Date of Property (if applicable)	Reason for and Method of Disposition

Inventory Certification (Select One)

- a. ☐ Subrecipient hereby certifies that all equipment and any real property purchased, furnished, or transferred for or to said Subrecipient were done so in accordance with the terms and conditions of said Subaward.
- b. ☐ Subrecipient hereby certifies that no equipment or real property were furnished or acquired under the terms and conditions of said Subaward.

MISSISSIPPI MUNICIPAL AND COUNTY WATER INFRASTRUCTURE (MCWI) GRANT PROGRAM
MCWI SUBAWARD # 154-2-CW-5.5
CLOSEOUT PACKAGE

CERTIFICATION OF SUBRECIPIENT COMPLIANCE

1. Release

Pursuant to the terms of said Subaward and in consideration of the sum of \$3,133,299.93 and upon payment of the said sum, Subrecipient does remise, release, and discharge MDEQ, its officers, agents, and employees, of and from all liabilities, obligations, claims, and demands whatsoever under or arising from the said Subaward.

2. Assignment of Refunds, Rebates and Credits

Pursuant to the terms of said Subaward and in consideration of the reimbursement of costs and payment of fees to Subrecipient with MCWI funds, as provided in the Subaward and any assignment thereunder, Subrecipient hereby agrees to the following:

- a. MDEQ reserves the right to take any action that may be necessary to effect prompt collection of any refunds, rebates, credits or other amounts (including interest thereon due or which may become due) received by Subrecipient. The reasonable costs of any such action to effect collection by Subrecipient shall constitute allowable costs and may be applied to reduce any amount otherwise payable to MDEQ under the terms hereof; and
- b. Subrecipient will cooperate fully with MDEQ as to any claim or suit in connection with such refunds, rebates, credits or other amounts due (including any interest thereon); to execute any protest, pleading, application, power of attorney or other papers in connection therewith; and to permit MDEQ or the Federal Grantor Agency to represent it at any hearing, trial or other proceeding arising out of such claim or suit.

3. Ongoing Responsibilities for Audit

Subrecipient certifies it will make MDEQ aware of the results of any and all fiscal and programmatic reviews of costs incurred under this Subaward. Copies of all audits and any findings will be made available by Subrecipient to MDEQ within 30 calendar days of Subrecipient's receipt of such reports and/or findings.

4. Clawback

To the extent it is later determined that Subrecipient expended funds improperly or failed to comply with any terms or conditions of the Subaward that result in a clawback, from any State or Federal entity with legal authority to do so, of MCWI funds that MDEQ is deemed responsible to pay, Subrecipient agrees to reimburse MDEQ for those funds clawed back.

MISSISSIPPI MUNICIPAL AND COUNTY WATER INFRASTRUCTURE (MCWI) GRANT PROGRAM
MCWI SUBAWARD # 154-2-CW-5.5
CLOSEOUT PACKAGE

5. General Statement of Compliance

Subrecipient further certifies it has complied with all other terms and conditions of said Subaward.

MISSISSIPPI MUNICIPAL AND COUNTY WATER INFRASTRUCTURE (MCWI) GRANT PROGRAM
MCWI SUBAWARD # 154-2-CW-5.5
CLOSEOUT PACKAGE

SUBAWARD CLOSEOUT CERTIFICATION

This Subaward Closeout Certification (Agreement) is between City of Gulfport
("Subrecipient") and MDEQ pursuant to the closeout of the MCWI Subaward stated above
as executed between MDEQ and Subrecipient as part of the MCWI Grant Program.

Closeouts/Audits:

The parties to this Agreement desire to close out their MCWI Subaward. Subrecipient hereby certifies that it will comply with all applicable requirements and provisions regarding audits set forth in 2 CFR 200.345(a)(4) and 200.503 including, but not limited to, the following:

- In accordance with 2 CFR 200.345(a)(4), a non-Federal entity that expends \$750,000 or more during the non-Federal entity's fiscal year in Federal awards must have a single or program-specific audit conducted for that year in accordance with the provisions of this part.
- A non-Federal entity that expends less than \$750,000 during the non-Federal entity's fiscal year in Federal awards is exempt from Federal audit requirements for that year, except as noted in 2 CFR 200.503, but records must be available for review or audit by appropriate Treasury officials, the pass-through entity, and Government Accountability Office (GAO).

Record Retention:

Subrecipient hereby certifies that it will comply with all terms regarding record retention including, but not limited to, the following:

- All records related to this Agreement shall be retained by Subrecipient for a minimum of ten (10) years after final payment is made under this Agreement and all pending matters are closed; however, if any audit, litigation or other action arising out of or related in any way to this Project is commenced before the end of the ten (10) year period, the records shall be retained for one (1) year after all issues arising out of the action are finally resolved or until the end of the ten (10) year period, whichever is later.

Certification of Completion:

It is hereby certified that all activities undertaken by Subrecipient with funds provided under the Subaward hereof, have, to the best of my knowledge, been carried out in accordance with the Subaward; that proper provision has been made by Subrecipient for the payment of all unpaid costs and unsettled third-party claims identified, hereof; that the United States of America or the State of Mississippi is under no obligation to make any further payment to Subrecipient under the grant agreement, hereof; and that every statement and amount set forth in this instrument is, to the best of my knowledge, true and correct as of this date.

Equipment & Real Property Inventory Form:

It is hereby certified that the information as stated in the Inventory form is, to the best of my knowledge, true and correct.

MISSISSIPPI MUNICIPAL AND COUNTY WATER INFRASTRUCTURE (MCWI) GRANT PROGRAM
MCWI SUBAWARD # 154-2-CW-5.5
CLOSEOUT PACKAGE

Certification of Subrecipient Compliance:

It is hereby certified that the information as stated in the Certification of Subrecipient Compliance is, to the best of my knowledge, true and correct.

IT IS HEREBY CERTIFIED that the information provided and agreed to by Subrecipient in the Closeout Package is, to the best of Subrecipient's knowledge, true and correct.

This Agreement is executed by the Parties on the date indicated by their respective signatures.

IN WITNESS THEREOF, this Subaward CLOSEOUT PACKAGE between Subrecipient and MDEQ has been executed this _____ day of August 20____.

SUBRECIPIENT (Authorized Representative)

BY SIGNATORY OFFICIAL

Hugh D Keating

TITLE

Mayor

DATE

8/12/2026

MISSISSIPPI MUNICIPAL AND COUNTY WATER INFRASTRUCTURE (MCWI) GRANT PROGRAM
MCWI SUBAWARD # 154-2-CW-5.5
CLOSEOUT PACKAGE

EQUIPMENT – EXHIBIT 1

Number or Amount	Type of Equipment	Purchase Price	Use of Equipment	Disposition Date of Equipment (if applicable)	Reason for and Method of Disposition



Memorandum

To: Mayor and Members of the City Council

CC: Wayne E. Miller, CAO
J. Tyler Gentry, Director of Public Works
Robert Lee, P.E., Assistant City Engineer
Andrew Shaddix, Project Manager
Kini Gonsoulin, Director of Finance
Jessica Versiga, Purchasing Agent
Legal Department

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



Date: August 10, 2026

Re: Recommendation to Authorize the Mayor to Sign the MDEQ Project Closeout Package
- North Gulfport WWTP Plant Headworks Project (MCWI No. 150-2-CW-5.5)

The City recently submitted final MCWI reimbursement for the North Gulfport WWTP Headworks Project. As part of the closeout of the MCWI funding for this project, the Mayor must sign and submit the MDEQ project closeout package.

The project constructed a new headworks building for the treatment plant on Larkin Smith Drive off of Seaway Road. It was funded by MCWI (State ARPA sub-award), City ARPA funds, and Water/Sewer Enterprise Funds.

I recommend that the Council authorize the Mayor to sign the package.

Attachment:

1. MDEQ Project Closeout Package



MISSISSIPPI MUNICIPAL AND COUNTY WATER INFRASTRUCTURE (MCWI) GRANT PROGRAM
MCWI SUBAWARD #150-2-CW-5.5
CLOSEOUT PACKAGE

City of Gulfport, G8SCFJ32K4N5

150-2-CW-5.5, North Gulfport Wastewater Treatment Plant - Headworks

Dear Hugh Keating, Mayor,

The Mississippi Department of Environmental Quality (MDEQ) congratulates you on the completion of your approved project. This letter provides detailed information regarding the closeout obligations required by the U.S. Treasury (Treasury) outlined in 2 CFR 200.344-346. As a Subrecipient, you must adhere to these requirements to ensure a compliant closeout process as a condition of your receipt of federal funds under the MCWI Grant Program.

The following documents are required components of the program closeout package:

1. Subrecipient Closeout Checklist:

Subrecipient must check the appropriate boxes concerning each of the closeout documents. Please explain in the space provided any item(s) not submitted.

2. Certification of Completion:

This document requires Subrecipient to report all MCWI Subaward funds and other funds expended by Subrecipient to complete the approved project(s).

3. Equipment & Real Property Inventory Form & Certification:

Any real property or equipment that was purchased with Subaward funds must be listed with the purchase price, use of the property and/or equipment, disposition date, and reason for and method of disposition (if applicable). For real property, please also indicate the date on which the real property is expected to be used, i.e. date the property was first put into service.

The Inventory Certification is used to account for all equipment or real property purchased, furnished, or acquired.

4. Certification of Subrecipient Compliance:

Pursuant to the terms of the Subaward, Subrecipient certifies to all applicable terms and conditions regarding the following:

- a. Release
- b. Assignment of Refunds, Rebates, and Credits
- c. Ongoing Responsibilities for Audit
- d. Clawback
- e. General Statement of Compliance

MISSISSIPPI MUNICIPAL AND COUNTY WATER INFRASTRUCTURE (MCWI) GRANT PROGRAM
MCWI SUBAWARD # 150-2-CW-5.5
CLOSEOUT PACKAGE

5. Subaward Closeout Certification:

By signing the Subaward Closeout Certification, Subrecipient is certifying that the entire closeout document meets the individual requirements included in the Closeout Package. Further, this document is an agreement between Subrecipient and MDEQ that permits the closeout of the project activities. Closeout of a Subaward by MCWI does not alleviate Subrecipient of its obligations under 2 CFR 200.345(a)(4) regarding the non-federal entity's duty to audit funds. Upon receipt of a copy of Subrecipient's audit report and resolution of any findings related to the Subaward (if applicable), MDEQ will notify Subrecipient in writing that Subrecipient has fulfilled its audit requirements relative to the Subaward.

MISSISSIPPI MUNICIPAL AND COUNTY WATER INFRASTRUCTURE (MCWI) GRANT PROGRAM
MCWI SUBAWARD #150-2-CW-5.5
CLOSEOUT PACKAGE

SUBRECIPIENT CLOSEOUT CHECKLIST

In compliance with the requirements of MDEQ's MCWI Closeout Procedures and the terms and conditions of the Subaward, the following closeout documents are enclosed:

Check the appropriate boxes concerning each of the closeout documents. Explain fully in the space provided below any item not submitted. Use a separate sheet, if necessary.

Document Title	Enclosed	Not Applicable
1. Certification of Completion		
2. Equipment & Real Property Inventory Form & Certification		
3. Certification of Subrecipient Compliance		
4. Subaward Closeout Certification		

Explanation/Comments:

MISSISSIPPI MUNICIPAL AND COUNTY WATER INFRASTRUCTURE (MCWI) GRANT PROGRAM
MCWI SUBAWARD # 150-2-CW-5.5
CLOSEOUT PACKAGE

CERTIFICATION OF COMPLETION

Subaward Agreement Scope of Work:

The Project includes increasing and improving the headworks at North Gulfport Wastewater Treatment Plant.

Scope Confirmation Statement:

Instructions: Did, or will, you complete the entire scope of work above? Yes / No Yes

If “No”, please provide the scope of work that has been completed or will be completed.

(The Subaward Agreement requires the entire scope of work to be completed. This is the last opportunity to modify or reduce the scope in the Subaward Agreement.)

Estimated Completion Date: _____

MISSISSIPPI MUNICIPAL AND COUNTY WATER INFRASTRUCTURE (MCWI) GRANT PROGRAM
MCWI SUBAWARD #150-2-CW-5.5
CLOSEOUT PACKAGE

Certification of Subrecipient Compliance:

It is hereby certified that the information as stated in the Certification of Subrecipient Compliance is, to the best of my knowledge, true and correct.

IT IS HEREBY CERTIFIED that the information provided and agreed to by Subrecipient in the Closeout Package is, to the best of Subrecipient's knowledge, true and correct.

IT IS FURTHER CERTIFIED that the Subrecipient has reviewed the Certification of Completion.

If any portion of the current approved Project scope has not been completed as of closeout, the Subrecipient certifies that the remaining Project work will be completed,

OR

If the Project has been or will be completed with a scope different than the current approved scope, the Subrecipient has provided a Scope Confirmation Statement and certifies that remaining scope of the project has been or will be completed. The Subrecipient acknowledges that it will not receive any additional MCWI Grant Funds. The Subrecipient acknowledges that MDEQ acceptance of the Scope Confirmation Statement is required and must be included in the Closeout Package before final closeout.

The Subrecipient certifies the facts stated, and MDEQ accepts the package for administrative closeout purposes only.

SUBRECIPIENT (Authorized Representative)

BY SIGNATORY OFFICIAL

Mayor

TITLE

8/12/2026

DATE

ADMINISTRATIVE REVIEW OF SCOPE CONFIRMATION STATEMENT, IF APPLICABLE

Required only when the completed scope differs from or is less than the current approved Project scope.

CHRIS WELLS
EXECUTIVE DIRECTOR

DATE

MISSISSIPPI MUNICIPAL AND COUNTY WATER INFRASTRUCTURE (MCWI) GRANT PROGRAM
MCWI SUBAWARD # 150-2-CW-5.5
CLOSEOUT PACKAGE

CERTIFICATION OF COMPLETION	Award Amount (i.e. amount listed in award budget)	Expended Amount (as of closeout)	Unexpended (as of closeout)
Local Fiscal Recovery Funds	\$8,066,823.54	\$8,066,823.54	\$0.00
Transferred LFRF	\$0.00	\$0.00	\$0.00
Other Funds NOTE: The expended amount reflected in this table only includes the balance up to Other Funds referenced in the subaward agreement.	\$2,866,352.92	\$1,574,467.56	\$1,291,885.36
MCWI Grant Funds *If money is unexpended, then see below.	\$8,066,823.54	\$8,066,823.54	* \$0.00

Please indicate your intended use of Unexpended MCWI Grant Funds, if applicable:

1. Total amount of MCWI Grant Funds to be de-obligated: _____
2. Total amount of MCWI Grant Funds to be obligated to other MCWI Subaward(s) held by entity: _____
3. Please indicate the applicable subaward(s) for #2 above:

Subaward Number	Amount
_____	_____
_____	_____
_____	_____

MISSISSIPPI MUNICIPAL AND COUNTY WATER INFRASTRUCTURE (MCWI) GRANT PROGRAM
MCWI SUBAWARD #150-2-CW-5.5
CLOSEOUT PACKAGE

EQUIPMENT & REAL PROPERTY INVENTORY FORM AND CERTIFICATION

Equipment: List the equipment purchased with Subaward funds, the price paid for each piece of equipment, and the use of the equipment. If the equipment was disposed of, list the reason for disposition, the method of disposition, and the disposition date. As defined in 2 CFR 200.345(A)(5), "Equipment" is tangible personal property, including information technology systems, having a useful life of more than one year and a per-unit acquisition cost that equals or exceeds the lesser of the capitalization level established by the non-Federal entity for financial statement purposes, or \$5,000 (2 CFR 200.1). If additional space is needed to list equipment purchased, these items should be listed on Exhibit 1.

Number or Amount	Type of Equipment	Purchase Price	Use of Equipment	Disposition Date of Equipment (if applicable)	Reason for and Method of Disposition

MISSISSIPPI MUNICIPAL AND COUNTY WATER INFRASTRUCTURE (MCWI) GRANT PROGRAM
MCWI SUBAWARD #150-2-CW-5.5
CLOSEOUT PACKAGE

Real Property: List the real property purchased with Subaward funds. Include the type of property, (i.e., lots, land, buildings), price paid for each property, the proposed use of the property, and the date the property is expected to be used. If the real property was disposed of, list the reason for disposition, method of disposition, and the disposition date. As defined at 2 CFR § 200.311, “Real Property” means land, including easements, rights-of-way, land improvements, structures and appurtenances thereto, excluding movable machinery and equipment.

Number or Amount	Type of Property	Purchase Price	Proposed Use of Property	Date to be Used	Disposition Date of Property (if applicable)	Reason for and Method of Disposition

Inventory Certification (Select One)

- a. ☐ Subrecipient hereby certifies that all equipment and any real property purchased, furnished, or transferred for or to said Subrecipient were done so in accordance with the terms and conditions of said Subaward.
- b. ☐ Subrecipient hereby certifies that no equipment or real property were furnished or acquired under the terms and conditions of said Subaward.

MISSISSIPPI MUNICIPAL AND COUNTY WATER INFRASTRUCTURE (MCWI) GRANT PROGRAM
MCWI SUBAWARD # 150-2-CW-5.5
CLOSEOUT PACKAGE

CERTIFICATION OF SUBRECIPIENT COMPLIANCE

1. Release

Pursuant to the terms of said Subaward and in consideration of the sum of \$8,066,823.54 and upon payment of the said sum, Subrecipient does remise, release, and discharge MDEQ, its officers, agents, and employees, of and from all liabilities, obligations, claims, and demands whatsoever under or arising from the said Subaward.

2. Assignment of Refunds, Rebates and Credits

Pursuant to the terms of said Subaward and in consideration of the reimbursement of costs and payment of fees to Subrecipient with MCWI funds, as provided in the Subaward and any assignment thereunder, Subrecipient hereby agrees to the following:

- a. MDEQ reserves the right to take any action that may be necessary to effect prompt collection of any refunds, rebates, credits or other amounts (including interest thereon due or which may become due) received by Subrecipient. The reasonable costs of any such action to effect collection by Subrecipient shall constitute allowable costs and may be applied to reduce any amount otherwise payable to MDEQ under the terms hereof; and
- b. Subrecipient will cooperate fully with MDEQ as to any claim or suit in connection with such refunds, rebates, credits or other amounts due (including any interest thereon); to execute any protest, pleading, application, power of attorney or other papers in connection therewith; and to permit MDEQ or the Federal Grantor Agency to represent it at any hearing, trial or other proceeding arising out of such claim or suit.

3. Ongoing Responsibilities for Audit

Subrecipient certifies it will make MDEQ aware of the results of any and all fiscal and programmatic reviews of costs incurred under this Subaward. Copies of all audits and any findings will be made available by Subrecipient to MDEQ within 30 calendar days of Subrecipient's receipt of such reports and/or findings.

4. Clawback

To the extent it is later determined that Subrecipient expended funds improperly or failed to comply with any terms or conditions of the Subaward that result in a clawback, from any State or Federal entity with legal authority to do so, of MCWI funds that MDEQ is deemed responsible to pay, Subrecipient agrees to reimburse MDEQ for those funds clawed back.

MISSISSIPPI MUNICIPAL AND COUNTY WATER INFRASTRUCTURE (MCWI) GRANT PROGRAM
MCWI SUBAWARD # 150-2-CW-5.5
CLOSEOUT PACKAGE

5. General Statement of Compliance

Subrecipient further certifies it has complied with all other terms and conditions of said Subaward.

MISSISSIPPI MUNICIPAL AND COUNTY WATER INFRASTRUCTURE (MCWI) GRANT PROGRAM
MCWI SUBAWARD # 150-2-CW-5.5
CLOSEOUT PACKAGE

SUBAWARD CLOSEOUT CERTIFICATION

This Subaward Closeout Certification (Agreement) is between City of Gulfport
("Subrecipient") and MDEQ pursuant to the closeout of the MCWI Subaward stated above
as executed between MDEQ and Subrecipient as part of the MCWI Grant Program.

Closeouts/Audits:

The parties to this Agreement desire to close out their MCWI Subaward. Subrecipient hereby certifies that it will comply with all applicable requirements and provisions regarding audits set forth in 2 CFR 200.345(a)(4) and 200.503 including, but not limited to, the following:

- In accordance with 2 CFR 200.345(a)(4), a non-Federal entity that expends \$750,000 or more during the non-Federal entity's fiscal year in Federal awards must have a single or program-specific audit conducted for that year in accordance with the provisions of this part.
- A non-Federal entity that expends less than \$750,000 during the non-Federal entity's fiscal year in Federal awards is exempt from Federal audit requirements for that year, except as noted in 2 CFR 200.503, but records must be available for review or audit by appropriate Treasury officials, the pass-through entity, and Government Accountability Office (GAO).

Record Retention:

Subrecipient hereby certifies that it will comply with all terms regarding record retention including, but not limited to, the following:

- All records related to this Agreement shall be retained by Subrecipient for a minimum of ten (10) years after final payment is made under this Agreement and all pending matters are closed; however, if any audit, litigation or other action arising out of or related in any way to this Project is commenced before the end of the ten (10) year period, the records shall be retained for one (1) year after all issues arising out of the action are finally resolved or until the end of the ten (10) year period, whichever is later.

Certification of Completion:

It is hereby certified that all activities undertaken by Subrecipient with funds provided under the Subaward hereof, have, to the best of my knowledge, been carried out in accordance with the Subaward; that proper provision has been made by Subrecipient for the payment of all unpaid costs and unsettled third-party claims identified, hereof; that the United States of America or the State of Mississippi is under no obligation to make any further payment to Subrecipient under the grant agreement, hereof; and that every statement and amount set forth in this instrument is, to the best of my knowledge, true and correct as of this date.

Equipment & Real Property Inventory Form:

It is hereby certified that the information as stated in the Inventory form is, to the best of my knowledge, true and correct.

MISSISSIPPI MUNICIPAL AND COUNTY WATER INFRASTRUCTURE (MCWI) GRANT PROGRAM
MCWI SUBAWARD # 150-2-CW-5.5
CLOSEOUT PACKAGE

Certification of Subrecipient Compliance:

It is hereby certified that the information as stated in the Certification of Subrecipient Compliance is, to the best of my knowledge, true and correct.

IT IS HEREBY CERTIFIED that the information provided and agreed to by Subrecipient in the Closeout Package is, to the best of Subrecipient's knowledge, true and correct.

This Agreement is executed by the Parties on the date indicated by their respective signatures.

IN WITNESS THEREOF, this Subaward CLOSEOUT PACKAGE between Subrecipient and MDEQ has been executed this _____ day of August 20____.

SUBRECIPIENT (Authorized Representative)

BY SIGNATORY OFFICIAL

Hugh D Keating

TITLE

Mayor

DATE

8/12/2026

MISSISSIPPI MUNICIPAL AND COUNTY WATER INFRASTRUCTURE (MCWI) GRANT PROGRAM
MCWI SUBAWARD # 150-2-CW-5.5
CLOSEOUT PACKAGE

EQUIPMENT – EXHIBIT 1

Number or Amount	Type of Equipment	Purchase Price	Use of Equipment	Disposition Date of Equipment (if applicable)	Reason for and Method of Disposition



Memorandum

To: Mayor and Members of the City Council

CC: Wayne E. Miller, CAO
J. Tyler Gentry, Director of Public Works
Robert Lee, P.E., Assistant City Engineer
Andrew Shaddix, Project Manager
Kini Gonsoulin, Director of Finance
Jessica Versiga, Purchasing Agent
Legal Department

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



Date: August 10, 2026

Re: Recommendation to Authorize the Mayor to Sign the MDEQ Project Closeout Package
- North Gulfport WWTP Plant Sand Filter Project (MCWI No. 149-2-CW-5.5)

The City recently submitted final MCWI reimbursement for the North Gulfport WWTP Sand Filter Project. As part of the closeout of the MCWI funding for this project, the Mayor must sign and submit the MDEQ project closeout package.

The project at the treatment plant on Larkin Smith Drive off of Seaway Road replaced the existing filtering system and added a roof over the filters. It was funded by MCWI (State ARPA sub-award) and City ARPA funds.

I recommend that the Council authorize the Mayor to sign the package.

Attachment:

1. MDEQ Project Closeout Package



MISSISSIPPI MUNICIPAL AND COUNTY WATER INFRASTRUCTURE (MCWI) GRANT PROGRAM
MCWI SUBAWARD #149-2-CW-5.5
CLOSEOUT PACKAGE

City of Gulfport, G8SCFJ32K4N5

149-2-CW-5.5, North Gulfport WWTP Filter Roof Structure

Dear Hugh Keating, Mayor,

The Mississippi Department of Environmental Quality (MDEQ) congratulates you on the completion of your approved project. This letter provides detailed information regarding the closeout obligations required by the U.S. Treasury (Treasury) outlined in 2 CFR 200.344-346. As a Subrecipient, you must adhere to these requirements to ensure a compliant closeout process as a condition of your receipt of federal funds under the MCWI Grant Program.

The following documents are required components of the program closeout package:

1. Subrecipient Closeout Checklist:

Subrecipient must check the appropriate boxes concerning each of the closeout documents. Please explain in the space provided any item(s) not submitted.

2. Certification of Completion:

This document requires Subrecipient to report all MCWI Subaward funds and other funds expended by Subrecipient to complete the approved project(s).

3. Equipment & Real Property Inventory Form & Certification:

Any real property or equipment that was purchased with Subaward funds must be listed with the purchase price, use of the property and/or equipment, disposition date, and reason for and method of disposition (if applicable). For real property, please also indicate the date on which the real property is expected to be used, i.e. date the property was first put into service.

The Inventory Certification is used to account for all equipment or real property purchased, furnished, or acquired.

4. Certification of Subrecipient Compliance:

Pursuant to the terms of the Subaward, Subrecipient certifies to all applicable terms and conditions regarding the following:

- a. Release
- b. Assignment of Refunds, Rebates, and Credits
- c. Ongoing Responsibilities for Audit
- d. Clawback
- e. General Statement of Compliance

MISSISSIPPI MUNICIPAL AND COUNTY WATER INFRASTRUCTURE (MCWI) GRANT PROGRAM
MCWI SUBAWARD # 149-2-CW-5.5
CLOSEOUT PACKAGE

5. Subaward Closeout Certification:

By signing the Subaward Closeout Certification, Subrecipient is certifying that the entire closeout document meets the individual requirements included in the Closeout Package. Further, this document is an agreement between Subrecipient and MDEQ that permits the closeout of the project activities. Closeout of a Subaward by MCWI does not alleviate Subrecipient of its obligations under 2 CFR 200.345(a)(4) regarding the non-federal entity's duty to audit funds. Upon receipt of a copy of Subrecipient's audit report and resolution of any findings related to the Subaward (if applicable), MDEQ will notify Subrecipient in writing that Subrecipient has fulfilled its audit requirements relative to the Subaward.

MISSISSIPPI MUNICIPAL AND COUNTY WATER INFRASTRUCTURE (MCWI) GRANT PROGRAM
MCWI SUBAWARD #149-2-CW-5.5
CLOSEOUT PACKAGE

SUBRECIPIENT CLOSEOUT CHECKLIST

In compliance with the requirements of MDEQ's MCWI Closeout Procedures and the terms and conditions of the Subaward, the following closeout documents are enclosed:

Check the appropriate boxes concerning each of the closeout documents. Explain fully in the space provided below any item not submitted. Use a separate sheet, if necessary.

Document Title	Enclosed	Not Applicable
1. Certification of Completion		
2. Equipment & Real Property Inventory Form & Certification		
3. Certification of Subrecipient Compliance		
4. Subaward Closeout Certification		

Explanation/Comments:

MISSISSIPPI MUNICIPAL AND COUNTY WATER INFRASTRUCTURE (MCWI) GRANT PROGRAM
MCWI SUBAWARD # 149-2-CW-5.5
CLOSEOUT PACKAGE

CERTIFICATION OF COMPLETION

Subaward Agreement Scope of Work:

The Project includes replacement of sand filter and anthracite system, construction of a roof over the sand filters, and associated appurtenances at the North Gulfport Wastewater Treatment Plant.

Scope Confirmation Statement:

Instructions: Did, or will, you complete the entire scope of work above? Yes / No Yes

If “No”, please provide the scope of work that has been completed or will be completed.

(The Subaward Agreement requires the entire scope of work to be completed. This is the last opportunity to modify or reduce the scope in the Subaward Agreement.)

Estimated Completion Date: _____

MISSISSIPPI MUNICIPAL AND COUNTY WATER INFRASTRUCTURE (MCWI) GRANT PROGRAM
MCWI SUBAWARD #149-2-CW-5.5
CLOSEOUT PACKAGE

Certification of Subrecipient Compliance:

It is hereby certified that the information as stated in the Certification of Subrecipient Compliance is, to the best of my knowledge, true and correct.

IT IS HEREBY CERTIFIED that the information provided and agreed to by Subrecipient in the Closeout Package is, to the best of Subrecipient's knowledge, true and correct.

IT IS FURTHER CERTIFIED that the Subrecipient has reviewed the Certification of Completion.

If any portion of the current approved Project scope has not been completed as of closeout, the Subrecipient certifies that the remaining Project work will be completed,

OR

If the Project has been or will be completed with a scope different than the current approved scope, the Subrecipient has provided a Scope Confirmation Statement and certifies that remaining scope of the project has been or will be completed. The Subrecipient acknowledges that it will not receive any additional MCWI Grant Funds. The Subrecipient acknowledges that MDEQ acceptance of the Scope Confirmation Statement is required and must be included in the Closeout Package before final closeout.

The Subrecipient certifies the facts stated, and MDEQ accepts the package for administrative closeout purposes only.

SUBRECIPIENT (Authorized Representative)

BY SIGNATORY OFFICIAL

Mayor

TITLE

8/12/2026

DATE

ADMINISTRATIVE REVIEW OF SCOPE CONFIRMATION STATEMENT, IF APPLICABLE

Required only when the completed scope differs from or is less than the current approved Project scope.

CHRIS WELLS
EXECUTIVE DIRECTOR

DATE

MISSISSIPPI MUNICIPAL AND COUNTY WATER INFRASTRUCTURE (MCWI) GRANT PROGRAM
MCWI SUBAWARD # 149-2-CW-5.5
CLOSEOUT PACKAGE

CERTIFICATION OF COMPLETION	Award Amount (i.e. amount listed in award budget)	Expended Amount (as of closeout)	Unexpended (as of closeout)
Local Fiscal Recovery Funds	\$5,041,784.58	\$5,041,784.58	\$0.00
Transferred LFRF	\$0.00	\$0.00	\$0.00
Other Funds NOTE: The expended amount reflected in this table only includes the balance up to Other Funds referenced in the subaward agreement.	\$978,350.84	\$843,550.84	\$134,800.00
MCWI Grant Funds *If money is unexpended, then see below.	\$5,041,784.58	\$5,041,784.58	* \$0.00

Please indicate your intended use of Unexpended MCWI Grant Funds, if applicable:

1. Total amount of MCWI Grant Funds to be de-obligated: _____
2. Total amount of MCWI Grant Funds to be obligated to other MCWI Subaward(s) held by entity: _____
3. Please indicate the applicable subaward(s) for #2 above:

Subaward Number	Amount
_____	_____
_____	_____
_____	_____

MISSISSIPPI MUNICIPAL AND COUNTY WATER INFRASTRUCTURE (MCWI) GRANT PROGRAM
MCWI SUBAWARD #149-2-CW-5.5
CLOSEOUT PACKAGE

EQUIPMENT & REAL PROPERTY INVENTORY FORM AND CERTIFICATION

Equipment: List the equipment purchased with Subaward funds, the price paid for each piece of equipment, and the use of the equipment. If the equipment was disposed of, list the reason for disposition, the method of disposition, and the disposition date. As defined in 2 CFR 200.345(A)(5), "Equipment" is tangible personal property, including information technology systems, having a useful life of more than one year and a per-unit acquisition cost that equals or exceeds the lesser of the capitalization level established by the non-Federal entity for financial statement purposes, or \$5,000 (2 CFR 200.1). If additional space is needed to list equipment purchased, these items should be listed on Exhibit 1.

Number or Amount	Type of Equipment	Purchase Price	Use of Equipment	Disposition Date of Equipment (if applicable)	Reason for and Method of Disposition

MISSISSIPPI MUNICIPAL AND COUNTY WATER INFRASTRUCTURE (MCWI) GRANT PROGRAM
MCWI SUBAWARD #149-2-CW-5.5
CLOSEOUT PACKAGE

Real Property: List the real property purchased with Subaward funds. Include the type of property, (i.e., lots, land, buildings), price paid for each property, the proposed use of the property, and the date the property is expected to be used. If the real property was disposed of, list the reason for disposition, method of disposition, and the disposition date. As defined at 2 CFR § 200.311, “Real Property” means land, including easements, rights-of-way, land improvements, structures and appurtenances thereto, excluding movable machinery and equipment.

Number or Amount	Type of Property	Purchase Price	Proposed Use of Property	Date to be Used	Disposition Date of Property (if applicable)	Reason for and Method of Disposition

Inventory Certification (Select One)

- a. ☐ Subrecipient hereby certifies that all equipment and any real property purchased, furnished, or transferred for or to said Subrecipient were done so in accordance with the terms and conditions of said Subaward.
- b. ☐ Subrecipient hereby certifies that no equipment or real property were furnished or acquired under the terms and conditions of said Subaward.

MISSISSIPPI MUNICIPAL AND COUNTY WATER INFRASTRUCTURE (MCWI) GRANT PROGRAM
MCWI SUBAWARD # 149-2-CW-5.5
CLOSEOUT PACKAGE

CERTIFICATION OF SUBRECIPIENT COMPLIANCE

1. Release

Pursuant to the terms of said Subaward and in consideration of the sum of \$5,041,784.58 and upon payment of the said sum, Subrecipient does remise, release, and discharge MDEQ, its officers, agents, and employees, of and from all liabilities, obligations, claims, and demands whatsoever under or arising from the said Subaward.

2. Assignment of Refunds, Rebates and Credits

Pursuant to the terms of said Subaward and in consideration of the reimbursement of costs and payment of fees to Subrecipient with MCWI funds, as provided in the Subaward and any assignment thereunder, Subrecipient hereby agrees to the following:

- a. MDEQ reserves the right to take any action that may be necessary to effect prompt collection of any refunds, rebates, credits or other amounts (including interest thereon due or which may become due) received by Subrecipient. The reasonable costs of any such action to effect collection by Subrecipient shall constitute allowable costs and may be applied to reduce any amount otherwise payable to MDEQ under the terms hereof; and
- b. Subrecipient will cooperate fully with MDEQ as to any claim or suit in connection with such refunds, rebates, credits or other amounts due (including any interest thereon); to execute any protest, pleading, application, power of attorney or other papers in connection therewith; and to permit MDEQ or the Federal Grantor Agency to represent it at any hearing, trial or other proceeding arising out of such claim or suit.

3. Ongoing Responsibilities for Audit

Subrecipient certifies it will make MDEQ aware of the results of any and all fiscal and programmatic reviews of costs incurred under this Subaward. Copies of all audits and any findings will be made available by Subrecipient to MDEQ within 30 calendar days of Subrecipient's receipt of such reports and/or findings.

4. Clawback

To the extent it is later determined that Subrecipient expended funds improperly or failed to comply with any terms or conditions of the Subaward that result in a clawback, from any State or Federal entity with legal authority to do so, of MCWI funds that MDEQ is deemed responsible to pay, Subrecipient agrees to reimburse MDEQ for those funds clawed back.

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5. General Statement of Compliance

Subrecipient further certifies it has complied with all other terms and conditions of said Subaward.

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SUBAWARD CLOSEOUT CERTIFICATION

This Subaward Closeout Certification (Agreement) is between City of Gulfport
("Subrecipient") and MDEQ pursuant to the closeout of the MCWI Subaward stated above
as executed between MDEQ and Subrecipient as part of the MCWI Grant Program.

Closeouts/Audits:

The parties to this Agreement desire to close out their MCWI Subaward. Subrecipient hereby certifies that it will comply with all applicable requirements and provisions regarding audits set forth in 2 CFR 200.345(a)(4) and 200.503 including, but not limited to, the following:

- In accordance with 2 CFR 200.345(a)(4), a non-Federal entity that expends \$750,000 or more during the non-Federal entity's fiscal year in Federal awards must have a single or program-specific audit conducted for that year in accordance with the provisions of this part.
- A non-Federal entity that expends less than \$750,000 during the non-Federal entity's fiscal year in Federal awards is exempt from Federal audit requirements for that year, except as noted in 2 CFR 200.503, but records must be available for review or audit by appropriate Treasury officials, the pass-through entity, and Government Accountability Office (GAO).

Record Retention:

Subrecipient hereby certifies that it will comply with all terms regarding record retention including, but not limited to, the following:

- All records related to this Agreement shall be retained by Subrecipient for a minimum of ten (10) years after final payment is made under this Agreement and all pending matters are closed; however, if any audit, litigation or other action arising out of or related in any way to this Project is commenced before the end of the ten (10) year period, the records shall be retained for one (1) year after all issues arising out of the action are finally resolved or until the end of the ten (10) year period, whichever is later.

Certification of Completion:

It is hereby certified that all activities undertaken by Subrecipient with funds provided under the Subaward hereof, have, to the best of my knowledge, been carried out in accordance with the Subaward; that proper provision has been made by Subrecipient for the payment of all unpaid costs and unsettled third-party claims identified, hereof; that the United States of America or the State of Mississippi is under no obligation to make any further payment to Subrecipient under the grant agreement, hereof; and that every statement and amount set forth in this instrument is, to the best of my knowledge, true and correct as of this date.

Equipment & Real Property Inventory Form:

It is hereby certified that the information as stated in the Inventory form is, to the best of my knowledge, true and correct.

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Certification of Subrecipient Compliance:

It is hereby certified that the information as stated in the Certification of Subrecipient Compliance is, to the best of my knowledge, true and correct.

IT IS HEREBY CERTIFIED that the information provided and agreed to by Subrecipient in the Closeout Package is, to the best of Subrecipient's knowledge, true and correct.

This Agreement is executed by the Parties on the date indicated by their respective signatures.

IN WITNESS THEREOF, this Subaward CLOSEOUT PACKAGE between Subrecipient and MDEQ has been executed this _____ day of August 20____.

SUBRECIPIENT (Authorized Representative)

BY SIGNATORY OFFICIAL

Hugh D Keating

TITLE

Mayor

DATE

8/12/2026

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EQUIPMENT – EXHIBIT 1

Number or Amount	Type of Equipment	Purchase Price	Use of Equipment	Disposition Date of Equipment (if applicable)	Reason for and Method of Disposition