

**MEETING OF THE
MAYOR AND BOARD OF ALDERMAN OF THE
CITY OF RIDGELAND, MISSISSIPPI
March 21, 2023
6:00 PM**

INVOCATION

PLEDGE OF ALLEGIANCE

CONSIDERATION OF MINUTES FROM PRIOR BOARD MEETING

February 21, 2023 and March 7, 2023

CONSIDERATION OF MINUTES FROM PRIOR WORK SESSION

March 6, 2023

1. AGENDA ITEMS

- a) Special Event - Township Jazz Festival (Police Department)

2. CONSENT ITEMS

- a) Adopt Ordinance Renaming North Wheatley to Carr Farms Road
- b) Approve Asphalt 6-month Term Bid for period beginning April 1, 2023 through September 30, 2023
- c) Approve Subaward Agreement No. 29-1-CW-5.5 between the Mississippi Department of Environmental Quality and the City of Ridgeland to provide funds for Work conducted under the MCWI Program for EMCSDS and Purple Creek Wastewater Interceptor Pipe Rehabilitation
- d) Approve Subaward Agreement No. 63-1-DW-5.15 between the Mississippi Department of Environmental Quality and the City of Ridgeland to provide funds for Work conducted under the MCWI Program for City-Wide Advanced Water Meter Improvements
- e) Approve Subaward Agreement No. 64-1-DW-5.15 between the Mississippi Department of Environmental Quality and the City of Ridgeland to provide funds for Work conducted under the MCWI Program for South Highland Colony Parkway Water Storage Tank and Water Supply Well
- f) Surplus Property (Community Development)
- g) Special Event - Ride of Silence (Police Department)
- h) Special Event - Pepsi Pops (Police Department)
- i) Special Event - Spring Into Wellness 5K (Police Department)
- j) Special Event - Household Hazardous Waste Day
- k) Sewer Adjustments

3. PAYMENT OF CLAIMS

- a) 181765 - 182088 and March 10, 2023 Payroll (\$2,302,766.10)

4. EXECUTIVE SESSION

ADJOURNMENT

INFORMATION FOR MAYOR AND BOARD

**MEETING OF THE
MAYOR AND BOARD OF ALDERMAN OF THE
CITY OF RIDGELAND, MISSISSIPPI
February 21, 2023
6:00 PM**

The Mayor opened the February 21, 2023 meeting of the Mayor and Board of Aldermen to order. Present were Alderman Chuck Gautier, Alderman Wesley Hamlin, Alderman Ken Heard, Alderman Kevin Holder, Alderman Brian Ramsey, Alderman D.I. Smith, Alderman Bill Lee, City Attorney Jerry Mills and City Clerk Paula Tierce. The meeting was opened with an invocation by Alderman Wesley Hamlin followed by the pledge of allegiance.

The Mayor and Board of Aldermen were provided a copy of the January 2023 Financial Statement and the February 2023 Sales Tax Report.

Next came the recognition of Corporal Justin Sones for being selected "Officer of the Month" for January 2023. Mayor McGee announced that on January 26, 2023, Corporal Sones took a report from Fastening Solution in reference to a piece of expensive equipment that was purchased using a stolen credit card.

Corporal Sones obtained a license plate number of the suspect vehicle and advised fellow officers to be on the lookout for the vehicle. Another Ridgeland officer stopped the vehicle and identified the driver and occupants. Corporal Sones used that information to develop the correct suspect and then signed an affidavit for a warrant. Corporal Sones served the warrant and recovered the expensive equipment for the victimized company. Corporal Sones' investigation uncovered a criminal enterprise that may have spanned over state lines where other jurisdictions will be able to recover more merchandise and make other arrests. Mayor McGee thanked Corporal Sones for his hard work and dedication to the City of Ridgeland and encouraged him to keep up the good work.

Next came the matter of accepting the Minutes of the February 6, 2023 Work Session and the February 7, 2023 Board of Aldermen meeting. The Minutes were accepted with no corrections noted.

Next came the consideration of the Consent Agenda. Alderman D. I. Smith moved to approve the Consent Agenda as follows:

- a) Budget Amendment - Insurance Proceeds for Unit 383 (Police Department) - Resolution Attached Hereto As Exhibit "A"
 - b) Court Services Renovations Final Payment and Change Order (Police Department) - Order Attached Hereto As Exhibit "B"
 - c) Ridgeland Police Department Host Training Classes (Police Department) - Order Attached Hereto As Exhibit "C"
 - d) Special Event Balloon Glow (Police Department) - Order Attached Hereto As Exhibit "D"
 - e) Special Event BCBS of MS Fun Run (Police Department) - Order Attached Hereto As Exhibit "E"
 - f) Special Event Century Ride (Police Department) - Order Attached Hereto As Exhibit "F"
 - g) Special Event Easter Egg Hunt (Police Department) - Order Attached Hereto As Exhibit "G"
 - h) Special Event Shucker's Crawfish Boil (Police Department) - Order Attached Hereto As Exhibit "H"
 - i) Special Event Christ Covenant Fundraiser (Police Department) - Order Attached Hereto As Exhibit "I"
 - j) Approve Appointment of Carla Palmer of CPA Realty, LLC to City of Ridgeland Tourism Board of Directors as Commissioner-At-Large by the Ridgeland Chamber of Commerce - Order Attached Hereto As Exhibit "J"
 - k) Approve Sewer Adjustments - Order Attached Hereto As Exhibit "K"
 - l) Authorize the Community Development Division to advertise a Request for Proposals for 3rd party inspectors and establish a selection committee of Alderman Wesley Hamlin, Bryan Johnson, and Alan Hart
 - m) Authorize the Mayor to sign an Agreement between iWorQ Systems, Inc and the City of Ridgeland to provide software to manage the Rental Licensing and Inspections
- Adopt and Ordinance Regulating the Installation of Grease Interceptors, the Cleaning of Grease Interceptors, and the Transportation and Disposal of Grease Interceptor Waste in the City of Ridgeland, Madison County, MS - REMOVED
- o) Approve Truck Route Permit for 101 Water Oak Lane (pool) - Order Attached Hereto As Exhibit "N"

The motion was seconded by Alderman Wesley Hamlin and a vote was taken thereon as follows:

Vote: Aye(s): Alderman Chuck Gautier, Alderman Wesley Hamlin, Alderman Ken Heard, Alderman Kevin Holder, Alderman Brian Ramsey, Alderman D.I. Smith, Alderman

Bill Lee

Nay(s): None

Abstention(s): None

The Mayor then declared the Motion carried.

Next came the payment of claims 181192 - 181509, February 10, 2023 and February 13, 2023 Payrolls (\$2,062,540.72). Alderman D.I. Smith moved to approve. The Motion was seconded by Alderman Wesley Hamlin and a vote was taken thereon as follows:

Vote: Aye(s): Alderman Chuck Gautier, Alderman Wesley Hamlin, Alderman Ken Heard, Alderman Kevin Holder, Alderman Brian Ramsey, Alderman D.I. Smith, Alderman Bill Lee

Nay(s): None

Abstention(s): None

The Mayor then declared the Motion carried.

The Mayor announced the need to go into Executive Session to discuss potential litigation. Alderman Chuck Gautier moved to go into Closed Session to discuss the possibility of going into Executive Session to discuss potential litigation. The motion was seconded by Alderman Bill Lee and a vote was taken thereon as follows:

Vote: Aye(s): Alderman Chuck Gautier, Alderman Wesley Hamlin, Alderman Ken Heard, Alderman Kevin Holder, Alderman Brian Ramsey, Alderman D.I. Smith, Alderman Bill Lee

Nay(s): None

Abstention(s): None The Mayor then declared the Motion carried.

CLOSED SESSION

Alderman Wesley Hamlin moved to go into Executive Session to discuss potential litigation. Alderman Brian Ramsey seconded the motion and a vote was taken thereon as follows:

Vote: Aye(s): Alderman Chuck Gautier, Alderman Wesley Hamlin, Alderman Ken Heard, Alderman Kevin Holder, Alderman Brian Ramsey, Alderman D.I. Smith, Alderman Bill Lee
Nay(s): None
Abstention(s): None The Mayor then declared the Motion carried.

EXECUTIVE SESSION

Alderman Chuck Gautier moved to approve the Establishment of Just Compensation Offers on Parcel # 001-00-00-W-1-001 thru Q-005 in the amount of \$1,078,000 and \$27,000 for Parcel # 001-00-00-X for the Lake Harbour Drive Improvements. The motion was seconded by Alderman Brian Ramsey and a vote was taken thereon as follows:

Vote: Aye(s): Alderman Chuck Gautier, Alderman Wesley Hamlin, Alderman Ken Heard, Alderman Kevin Holder, Alderman Brian Ramsey, Alderman D.I. Smith, Alderman Bill Lee
Nay(s): None
Abstention(s): None

The Mayor then declared the Motion carried. A copy of the Establishment of Just Compensation Offer forms are attached hereto as Exhibit "O".

Alderman Wesley Hamlin moved to leave Executive Session. The motion was seconded by Alderman Brian Ramsey and a vote was taken thereon as follows:

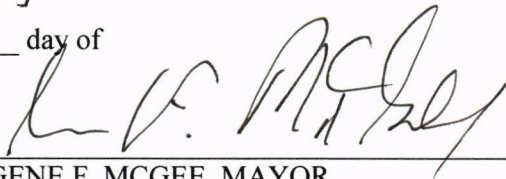
Vote: Aye(s): Alderman Chuck Gautier, Alderman Wesley Hamlin, Alderman Ken Heard, Alderman Kevin Holder, Alderman Brian Ramsey, Alderman D.I. Smith, Alderman Bill Lee
Nay(s): None
Abstention(s): None

The Mayor then declared the Motion carried.

The Mayor reopened the meeting and announced the action taken by the Board of Aldermen during the Executive Session.

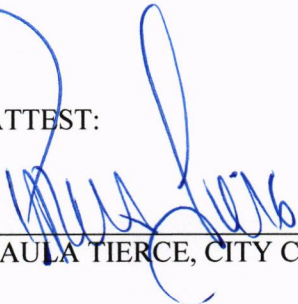
There being no further business before the Board of Aldermen, the Mayor adjourned the meeting at 6:34 p.m.

WITNESS MY SIGNATURE, this the 28th day of



GENE F. MCGEE, MAYOR

ATTEST:



PAULA TIERCE, CITY CLERK



**MEETING OF THE
MAYOR AND BOARD OF ALDERMAN OF THE
CITY OF RIDGELAND, MISSISSIPPI
March 7, 2023
6:00 PM**

The Mayor opened the March 7, 2023 meeting of the Mayor and Board of Aldermen to order. Present were Alderman Chuck Gautier, Alderman Wesley Hamlin (via telephone), Alderman Ken Heard, Alderman Kevin Holder, Alderman D.I. Smith, Alderman Bill Lee, City Attorney John Scanlon, and City Clerk Paula Tierce. Absent was Alderman Brian Ramsey. The meeting was opened with an invocation by Alderman D. I. Smith followed by the pledge of allegiance.

The Mayor and Board of Aldermen were provided a copy of the City Attorney's statement for services through March 1, 2023.

Next came the consideration of the Consent Agenda. Alderman D. I. Smith moved to approve the Consent Agenda as follows:

- a) Approve Resolution for the 2023 MS Recreation Trails Program Funding Request for the Friendship Park Recreation Trails Improvement Project - Resolution Attached Hereto As Exhibit "A"
- b) Award Bid to Mcinnis Systems for the Lighting Improvements at the Ridgeland Tennis Center - Order Attached Hereto As Exhibit "B"
- c) Approve Budget Amendment Decreasing General Fund Balance \$113,000 and Increasing Accounts 339-000-203 \$100,000, 339-601-750 \$211,950, and 339-601-760 \$1,050 for the Ridgeland Tennis Center Lighting Project - Resolution Attached Hereto As Exhibit "C"
- d) Approve Contract Between City of Ridgeland and Temperance Babcock for Balloon Glow 2023 - Order Attached Hereto As Exhibit "D"
- e) Approve Contract Between City of Ridgeland and the Mustache Band for Balloon Glow 2023 - Order Attached Hereto As Exhibit "E"
- f) Approve Contract Between City of Ridgeland and The Molly Ringwalds for Balloon Glow 2023 - Order Attached Hereto As Exhibit "F"
- g) Budget Amendment - Insurance Proceeds (Police Department) - Resolution Attached Hereto As Exhibit "G"
- h) Budget Amendment - Investigation Fees (Police Department) - Resolution Attached

Hereto As Exhibit "H"

- i) Accept Donation and Approve Budget Amendment (Police Department) - Resolution Attached Hereto As Exhibit "I"
- j) Special Event - Rabbit Run and Egg Hunt (Police Department) - Order Attached Hereto As Exhibit "J"
- k) Special Event - Leap For the Lily Pad (Police Department) - Order Attached Hereto As Exhibit "K"
- l) Tactical Response Agreement with Madison Police Department and Madison County Sheriff's Office (Police Department) - Order Attached Hereto As Exhibit "L"
- m) Approve Truck Route Permit for 108 Bridgewater Crossing (pool) - Order Attached Hereto As Exhibit "M"
- n) Approve Truck Route Permit for 110 Overbrook Hill (renovation) - Order Attached Hereto As Exhibit "N"
- o) Approve Truck Route Permit for Wrenfield Lot 8 (house) - Order Attached Hereto As Exhibit "O"
- p) Approve CE&I Consultant Selection for East County Line Road Resurfacing Improvements - Order Attached Hereto As Exhibit "P"
- q) Approve an Ordinance Regulating the Installation of Grease Interceptors, the Cleaning of Grease Interceptors, and the Transportation and Disposal of Grease Interceptor Waste in the City of Ridgeland, Madison County, Mississippi - Ordinance Attached Hereto As Exhibit "Q"
- r) Approve an Ordinance to Adopt Various National and International Code Relating to Permitting and Inspection Activities of Ridgeland, Madison County, Mississippi, and Enforcement of Building Provisions as Provided in Said Codes (2021 Building Code) - Ordinance Attached Hereto As Exhibit "R"
- s) Approve Sewer Adjustments - Order Attached Hereto As Exhibit "S"
- t) Receive February 2023 Privilege License Report - Order Attached Hereto As Exhibit "T"

The motion was seconded by Alderman Chuck Gautier and a vote was taken thereon as follows:

Vote: Aye(s): Alderman Chuck Gautier, Alderman Wesley Hamlin, Alderman Ken Heard, Alderman Kevin Holder, Alderman D.I. Smith, Alderman Bill Lee

Nay(s): None

Absent: Alderman Brian Ramsey

The Mayor then declared the Motion carried.

Next came the payment of claims 181510 - 181764 and February 24, 2023 Payroll (\$2,379,374.90). Alderman Chuck Gautier moved to approve. The Motion was seconded by Alderman Ken Heard and a vote was taken thereon as follows:

Vote: Aye(s): Alderman Chuck Gautier, Alderman Wesley Hamlin, Alderman Ken Heard, Alderman Kevin Holder, Alderman D.I. Smith, Alderman Bill Lee

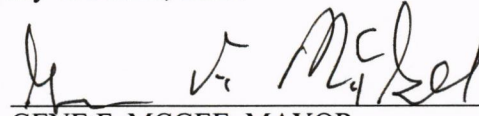
Nay(s): None

Absent: Alderman Brian Ramsey

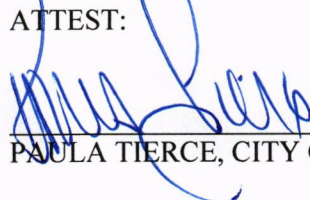
The Mayor then declared the Motion carried.

There being no further business before the Board of Aldermen, the Mayor adjourned the meeting at 6:02 p.m.

WITNESS MY SIGNATURE, this the 10th day of March, 2023.


 GENE F. MCGEE, MAYOR

ATTEST:


 PAULA TIERCE, CITY CLERK





police department

March 14, 2023

TO: Mayor & Board of Aldermen

FROM: Brian Myers, Chief of Police 

SUBJECT: Special Event – Township Jazz Festival

I have attached a request for a Special Event Permit from Elise Schneider with the Kerioth Corporation. This event is their annual Township Jazz Festival scheduled for Saturday, April 1, 2023, from 11:00 a.m. to 7:00 p.m. at the green space at the Township.

Ms. Schneider is expecting a crowd of 800 spectators. Arrangements have been made for restroom facilities on-site and event volunteers will be responsible for set-up and clean-up.

This event will not generate overtime for the police department; however, frequent patrols of the area will be conducted by the on-duty patrol officers.

Checks in the amount of \$100.00 and \$1,000.00 representing requisite filing fee and bond money were submitted with the Special Event Permit along with the application for Permit to Play On-Premises Music.

Your consideration and approval will be greatly appreciated.

Attachments (2)

115 west school street • ridgeland, ms 39157
ph: 601.856.2121 • www.ridgelandms.org

Gene F. McGee, cmo - mayor • Brian Myers - chief of police
board of aldermen: D.I. Smith, cmo - at-large • Ken Heard, cmo - ward 1 • Chuck Gautier, cmo - ward 2
Kevin Holder, cmo - ward 3 • Brian P. Ramsey, cmo - ward 4 • Bill Lee - ward 5 • Wesley Hamlin, cmo, mayor pro tempore - ward 6



CITY OF RIDGELAND
SPECIAL EVENT PERMIT APPLICATION
(Please allow minimum 30 days for approval)



EVENT NAME: Township Jazz Festival

EVENT LOCATION: The township at Colony Park

EVENT DATE: Beginning April 1, 2023 to Ending April 1, 2023 Multiple Days: ☐ YES ☒ NO

EVENT HOURS: Beginning 11:00 am to Ending 7:00 pm

TYPE OF EVENT: Music festival

EVENT POINT OF CONTACT: Tripp Douglas CELL NUMBER: 601-209-0314
(This person must remain on scene during the entire event)

NAME OF ORGANIZATION: Kerioth Corporation

ADDRESS: 361 township Ave, Suite 200 CITY/STATE/ZIP: Ridgeland, MS 39157

ESTIMATED CROWD SIZE: 800 approx. NUMBER OF EVENT PERSONNEL: 20

ARRANGEMENTS FOR RESTROOM FACILITIES: ☒ YES ☐ NO LOCATION: parking lot in front of Summerhouse

ARRANGEMENTS FOR SITE CLEAN-UP: ☒ YES ☐ NO DETAILS: Kerioth Corporation employees

RECYCLING PROGRAM FOR WASTE

☐ YES ☒ NO DETAILS: _____

The City of Ridgeland will assist organizers in planning and locating recycle bins for recyclable waste through local companies. Event organizers are encouraged to maintain the City of Ridgeland's vision of a green environment by having your event recycle its waste.

MOBILE FOOD VENDING ☐ YES ☒ NO

In the event organizer will utilize mobile food vending services as part of this special event, complete section below. In accordance with the City of Ridgeland Mobile Food Vending Ordinance, the following vendors have complied with the requirements set forth in ordinance Chapter 22, Article V (Mobile Food Vending) for obtaining a Special Event Mobile Food Vending Permit from the City of Ridgeland.

MOBILE FOOD VENDOR NAME: _____

Photocopy of City of Ridgeland Food Vending Permit (Required): ☐ YES ☐ NO

Photograph(s) of Mobile Food Vehicle or Pushcart (Optional but suggested): ☐ YES-Attached ☐ NO

MOBILE FOOD VENDOR NAME: _____

Photocopy of City of Ridgeland Food Vending Permit (Required): ☐ YES ☐ NO

Photograph(s) of Mobile Food Vehicle or Pushcart (Optional but suggested): ☐ YES-Attached ☐ NO

MOBILE FOOD VENDOR NAME: _____

Photocopy of City of Ridgeland Food Vending Permit (Required): ☐ YES ☐ NO

Photograph(s) of Mobile Food Vehicle or Pushcart (Optional but suggested): ☐ YES-Attached ☐ NO

MOBILE FOOD VENDOR NAME: _____

Photocopy of City of Ridgeland Food Vending Permit (Required): ☐ YES ☐ NO

Photograph(s) of Mobile Food Vehicle or Pushcart (Optional but suggested): ☐ YES-Attached ☐ NO

(If additional Mobile Food Vendors will be present, attach a separate sheet with the above information included)

UNMANNED AIRCRAFT SYSTEM – DRONE USAGE

Will the organizers of this event use the services of an UAS (unmanned aircraft system): ☐ YES ☒ NO

If Yes, who is the operator of the system: _____ Cell Number: _____

If an UAS/Drone will be utilized, a copy of the following required documents must be attached to this application:

Section 333 Exemption or Aircraft Certification

- Certificate of Authorization (COA)
- Aircraft Registration and Markings
- Pilot Certificate

FIRST AID/MEDICAL STATION(s): ☐ YES ☒ NO LOCATION(s): _____

POLICE/SECURITY PERSONNEL REQUIRED: 0 ☐ Police Dept. Assigned ☐ Self-Hired ☐ Not Applicable

ASSISTANCE FROM OTHER CITY DEPARTMENTS: ☐ Fire Department ☐ Public Works/Streets ☐ Recreation/Parks

Applicant Printed Name: Elise Schneider Contact Number: 601-316-4049

Applicant Signature: Elise Schneider Date: 3/1/23

Application Instructions

- 1). You must present to the Chief of Police or his designee your plan for parking and traffic control. You must state in this plan whether or not police or private security personnel will be needed to direct and handle traffic and parking.
- 2). City of Ridgeland Special Events Ordinance section 10-33(2) requires adequate security be provided at special events. This requirement is one security officer for every 400 people in attendance. A private security company may be used but preference shall be given to the hiring of off duty personnel. The assistance from Ridgeland Police Department for road course races/walks to secure intersections shall not be considered as part of the security requirement. The personnel assigned for traffic control are in addition to any requirement for on-site security personnel required in the ordinance.
- 3). If the event is to have outdoor music, a Permit to Play on Premises Music will be required from the applicant agreeing to comply with the noise ordinance of the City of Ridgeland, MS.
- 4). If there is a need for Police Dept., Fire Dept., Public Works Dept. and/or Rec/Parks Dept. personnel to work in controlling the special event, the applicant will agree to pay this cost from the filing of a bond fee.
- 5). The applicant may be required to post a bond fee in the minimum amount of one thousand dollars (\$1,000.00) with the City Clerk. This is to ensure that the event area is immediately cleaned up after its conclusion, and any City employee who works overtime as a result of the special event, will be compensated from the bond proceeds.
- 6). Submit the above application and information to the Office of the Chief of Police with a non-refundable filing fee of one hundred dollars (\$100.00) along with the above referenced bond fee. This application will be forwarded to the Patrol Division Commander or a designee who will review the application for all required documentation. This application and documentation will be presented to the Ridgeland Board of Aldermen for subsequent approval. **Please allow a minimum of 30 days to complete the process and receive approval.**

- 7). Event organizers should submit a map outlining the area where an event is to be held. Points of interest (entrance/exit points, first aid stations, etc...) shall be included on this map. If the event is a road race/walk, a map reflecting the proposed course route along with a description of the route shall be included. If any portion of the route will include sections of the Natchez Trace Parkway, you must first obtain approval from the Natchez Trace Chief (phone no. 662-680-4014; Ridgeland office 601-856-7321) and documentation reflecting this approval must be submitted with this application.
- 8). If the event is to be held at Old Trace Park and/or Madison Landing, you must first seek approval from PRVWSD Parks and Recreation (601-856-6319) and obtain a Facility Use Application which must be submitted with this application.
- 9). The number of event personnel will represent the number of people from the organization who will be assisting with the overall operation of the event. This will include any volunteers from the organization.
- 10). The arrangements for restroom facilities as addressed in the Ridgeland Code of Ordinances indicate 1 restroom per 150 people in attendance. These may be portable restrooms or existing restroom structures.
- 11). The event organizer or organization will be responsible for clean-up at the conclusion of the event. The City of Ridgeland encourages organizations to participate in a recycle program for any waste or debris to be discarded.
- 12). The first aid station located on the event site shall be manned by a state certified EMT.
- 13). The number of police/security personnel shall be determined by the expected crowd size. The event organizer may staff the event to satisfy this requirement through off-duty law enforcement personnel. The Ridgeland Police Department will assist the organizers if they choose the police department assigned option, or the event organizers may choose the self-hire option to select their own personnel to comply with the ordinance.
- 14). In accordance with City of Ridgeland Mobile Food Vending Ordinance (Chapter 22, Article V), any special event organizer who utilizes the services of a mobile food truck or pushcart must comply with the requirements under this above referenced section. If you utilize the services of a mobile food vendor, the applicant named on this permit will ensure the requirements under section 22-203 (b) are met and obtain a Special Event Mobile Food Vending Permit from the City of Ridgeland Department of Finance and Administration.

For Police Department Use Only

This application was received by the Ridgeland Police Department on <u>3/3/23</u> <u>CB (1500)</u> and has been reviewed by the appropriate personnel. This application has been APPROVED / DENIED by the Chief of Police or Designee. If approved by Ridgeland PD, this application will be submitted for consideration at the Ridgeland Mayor and Board of Alderman meeting to be held on <u>3-21-2023</u> .		
Chief of Police or Designee: <u>[Signature]</u>		DATE: <u>3-14-2023</u>
Number of Overtime Officers: <u>0</u>		Estimated OT Cost: _____
Additional Overtime Cost for City Departments: FIRE _____ P/W _____ REC/PARKS _____		



CITY OF RIDGELAND
APPLICATION FOR
PERMIT TO PLAY ON PREMISES MUSIC
(Please allow minimum 30 days for approval)



DATE OF APPLICATION: 3/1/23
EVENT NAME: Township Jazz Festival
EVENT LOCATION: The township at colony park
DESCRIPTION OF ON-PREMISES ACTIVITY: music festival - annual event

DATE OF ACTIVITY: Beginning April 1, 2023 to Ending April 1, 2023
HOURS OF ACTIVITY: Beginning 11am to Ending 7pm
ACTIVITY POINT OF CONTACT: Tripp Douglas CELL NUMBER: 601-209-0314
(This person must remain on scene during the entire event)

NAME OF ORGANIZATION: Kerith Corporation
ADDRESS: 361 township Ave. Suite 200 CITY/STATE/ZIP: Ridgeland, MS 39157
https://library.municode.com/ms/ridgeland/codes/code_of_ordinances?nodeId=CO_CH46EN_ARTIVNO

Event organizers should become familiar with the City of Ridgeland Noise Ordinance to ensure compliance with law.

PROVIDE FACTS THAT WOULD SHOW THE ACTIVITY FOR WHICH THE PERMIT IS REQUESTED WOULD NOT DISTURB THE
PEACE OF ANY FAMILY OR PERSON WITHIN THE AREA INTO WHICH SOUND SHALL CARRY: Annual event -
No complaints

THE CHIEF OF POLICE SHALL HAVE THE AUTHORITY TO REVOKE ANY PERMIT ISSUED.

Applicants Signature: Euse Schneider Date: 3/1/23

☒ APPROVED
☐ DENIED

Chief of Police or Designee: [Signature]
Date: 3-14-2023

In the event a permit is denied, the applicant may appeal the decision to the Mayor and Board of Aldermen. Any such appeal shall be taken not more than ten (10) days from the denial of a permit by giving written notice of the appeal to the Ridgeland City Clerk.

Highland Colony Parkway

Hospitality tent
Walled on 3 sides

40x80 Big Tent. 10 ft. clearance.

Generator

Beer
Trailer

Sombr
Southe
Fusion
10x50

Hospitality
20x20

Stage
16x24

March
& WDS

MMG Sponsor Tent
20x20

power box

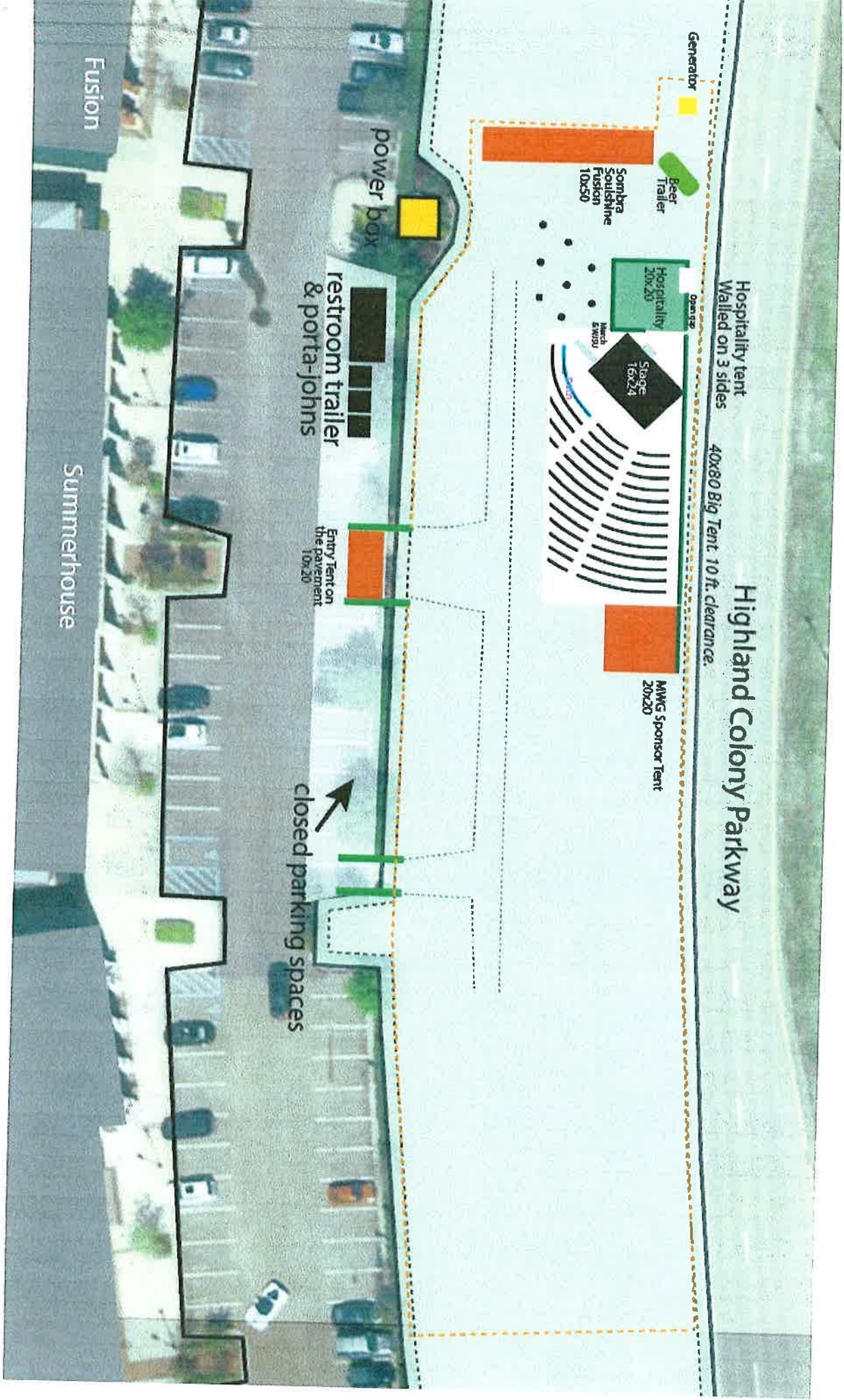
restroom trailer
& porta-johns

Entry Tent on
the pavement
10x20

closed parking spaces

Fusion

Summerhouse



3/7/2023

Mayor Gene McGee
Ridgeland City Hall
304 Highway 51
Ridgeland, MS. 39157

Mayor McGee,

I am writing this proposal letter on behalf of the Carr family. The Carr family transitioned to the Villages of Ridgeland in 1899. The move was in response to a newspaper letter advertising work for The Highland Colony Company. The Carr Farms property consisted of the property at corner of Ridgeland Avenue and Sunnybrook road on west side and North Wheatley on east side going north to Ridgeland City line just south of St. Catherine's Village. Over the past four decade's our family has sold acreage to Holmes Community College and the City of Ridgeland for the future building of Ridgeland High School. The current Carr Road that exists will become extinct from the building of Colony Parkway Blvd and the promising future development it has created.

Our proposal to the City of Ridgeland is to rename North Wheatley to Carr Farms Blvd. This renaming would take place at the intersection of Ridgeland Avenue going north. The current North Wheatley dead ends just north of Cottonwood Drive, however there are positive signs pointing to extending North Wheatley to Colony Parkway Blvd traveling north towards Madison city limit. This would run parallel with the entire eastern side of Carr Farms property. We feel confident Carr Farms Blvd would represent the true history of this area just like other farming families namesake have in representing roadways. Steed Road, Richardson Road, Brame Road and Butler Road come to mind in the Ridgeland city limits.

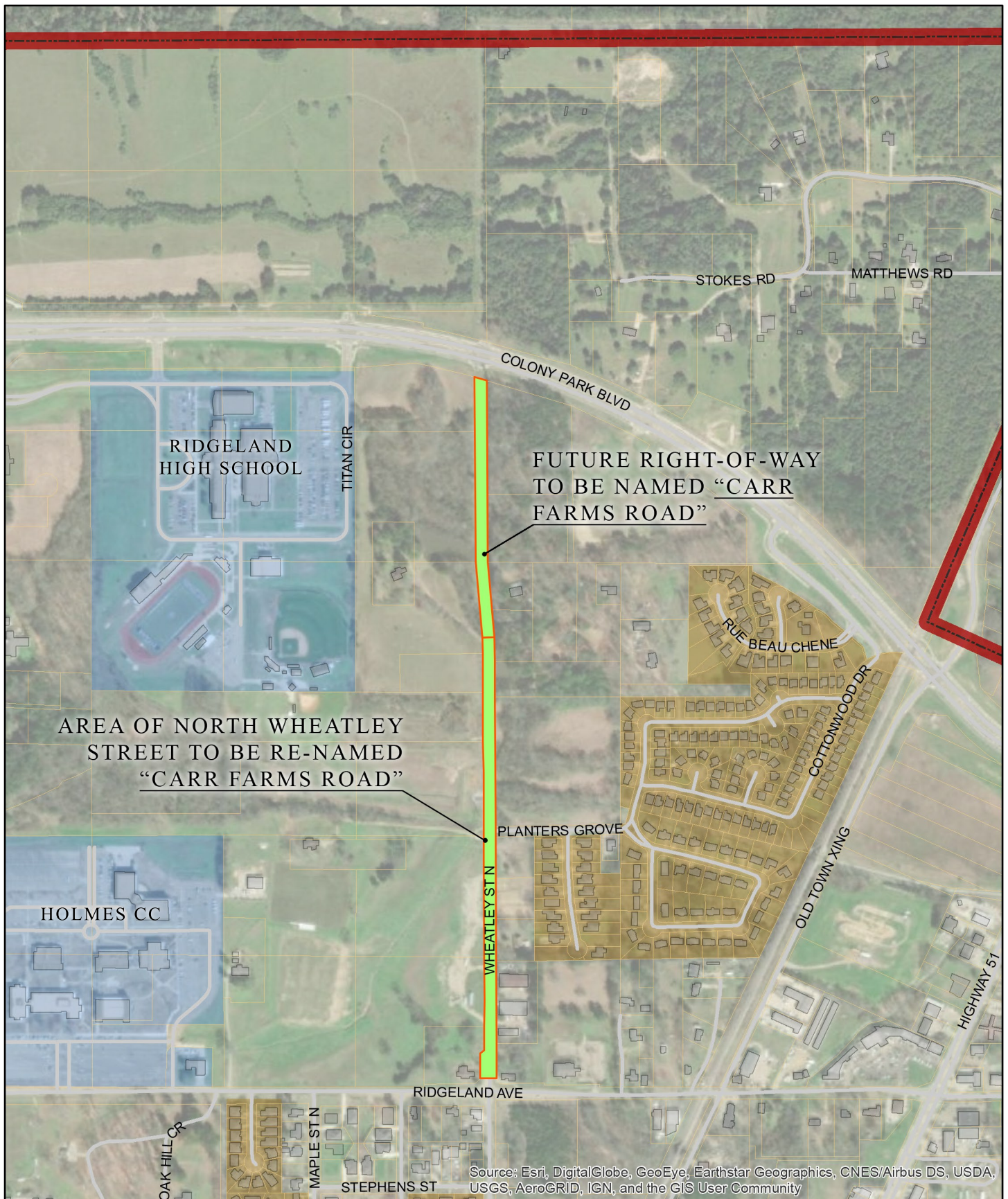
The Carr family thanks the City of Ridgeland and Board of Alderman in considering this proposal. Our family has called Ridgeland home for the past one hundred twenty three years with no plans of moving. We look forward to further conversations.

Until then, I am

Sincerely Yours,

A handwritten signature in black ink that reads "Robby Carr". The signature is stylized with a large, looped "R" and a cursive "Carr".

Robby Carr



North Wheatley Street

Re-named to Carr Farms Road between Ridgeland Ave. and Colony Park Blvd.



March 16, 2023

To: Mayor McGee and The Ridgeland Board of Alderman

From: The Historical Society of Ridgeland and the City of Ridgeland Historical Committee

Re: Naming a City Street "Carr Farms Road"

It has come to the attention of the Historical Society of Ridgeland and the City of Ridgeland Historical Committee that there will be a development on the original Carr property north of the Ridgeland High School along Sunnybrook Road in the near future.

In an effort to name a road in this immediate area "Carr Farms Road" it is the recommendation of both the Society and Committee to change the street name at the intersection of W Ridgeland Avenue and N Wheatley Street to "Carr Farms Road".

The property on the northwest section of W Ridgeland Avenue @ N Wheatley Street is the location where the first Carr generation began their homestead in 1905. Therefore, the new street name of the road going north from this intersection would be named "Carr Farms Road" as far north as the boundary of the Ridgeland City Limits.

Submitted by,


Pat Truesdale

President

Historical Society of Ridgeland


Nancy Batson

Chairman

City of Ridgeland Historical Committee

**AN ORDINANCE OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF
RIDGELAND, MISSISSIPPI RENAMING NORTH WHEATLEY
TO CARR FARMS ROAD**

WHEREAS, the Carr family transitioned to the Villages of Ridgeland 1899 in response to a newspaper letter advertising work for The Highland Colony Company.

WHEREAS, the Carr family purchase property, which consisted of the property at the corner of Ridgeland Avenue and Sunnybrook Road on the west side and North Wheatley on the east side going north to the Ridgeland city line just south of St. Catherine's Village.

WHEREAS, over the past four decade's the Carr Family has sold acreage to Holmes Community College and the City of Ridgeland for the building of Ridgeland High School. The current Carr Road that exist will become extinct from the building of Colony Parkway Blvd. and the promising future development it has created.

WHEREAS, the Carr family has requested that the City of Ridgeland rename North Wheatley to Carr Farms Road, which would take place at the intersection of Ridgeland Avenue going north. The renaming of North Wheatley to Carr Farms Road would represent the true history of his area just like other farming families namesake have in representing roadways such as Steed Road, Richardson Road, Brame Road and Butler Road.

NOW THEREFORE BE IT ORDAINED, the Mayor and Board of Aldermen find that the Preamble of this amendment is true and correct and renames North Wheatley to Carr Farms Road.

That this Ordinance take effect and be in force one (1) month from and after passage as provided by law.

The foregoing Ordinance having been reduced to writing, the same was introduced by Alderman_____, seconded by Alderman_____, and was adopted by the following vote, to-wit:

Alderman Ken Heard (Ward 1) voted:	_____
Alderman Chuck Gautier (Ward 2) voted:	_____
Alderman Kevin Holder (Ward 3) voted:	_____
Alderman Brian Ramsey (Ward 4) voted:	_____
Alderman Bill Lee (Ward 5) voted:	_____
Alderman Wesley Hamlin (Ward 6) voted:	_____
Alderman D. I. Smith (At-large) voted:	_____

The Mayor thereby declared the motion carried and the Ordinance adopted, this the _____day of _____, 2023.

APPROVED:

GENE F. MCGEE, MAYOR

ATTEST:

PAULA TIERCE, CITY CLERK

Published: _____



March 17, 2023

Mayor and Board of Aldermen:

After reviewing the bids received on the Asphalt Materials & Paving bids, F.O.B. at Plant, loaded on City trucks, it is our recommendation that the bid be awarded to the vendor highlighted in yellow. It is also our recommendation that that alternate number 1 bid be awarded to the vendor highlighted in blue. The second alternate will be highlighted in orange and the third alternate will be highlighted in green.

If you have any questions concerning the bids, please feel free to contact us at your convenience.

Sincerely,

Alan Hart
Public Works Director

AH/rb

cc: Dickerson & Bowen
Adcamp, Inc.
AJ Construction, Inc.
APAC-Mississippi, Inc.

mailing address: P.O. Box 217 • Ridgeland, Ms 39158
street address: 100 W. School Street • Ridgeland, Ms 39157
ph: 601.853.2027 • fax: 601.853.2019 • www.ridgelandms.org

Gene F. McGee, cmo - mayor • Alan Hart - director of public works

board of aldermen: D.L. Smith, cmo - at-large • Ken Heard, cmo - ward 1 • Chuck Gautier, cmo - ward 2
Kevin Holder, cmo - ward 3 • Brian P. Ramsey, cmo - ward 4 • Bill Lee - ward 5 • Wesley Hamlin, cmo, mayor pro tempore - ward 6

CERTIFICATION OF LOW BID

ASPHALT MATERIALS & PAVING,
F.O.B. AT PLANT, LOADED ON CITY TRUCKS

I, Alan Hart, do hereby certify to the Mayor and Board of Aldermen that I, in my capacity as Public Works Director, have reviewed the bid specifications set forth in the advertisement for bids, and all bids received in response thereto and have attached a bid tabulation. Based on my personal examination thereof I certify the following:

1. That the bid be awarded to the vendor highlighted in yellow. It is also our recommendation that that alternate number 1 bid be awarded to the vendor highlighted in blue. The second alternate will be highlighted in orange and the third alternate will be highlighted in green.

WITNESS my signature, this the 17th day of March, 2023.



CITY OF RIDGELAND, MS
PUBLIC WORKS DEPARTMENT

Project: Six Month Bid materials and services
Bids Received: March 17, 2023, at 10:00 a.m.
Project: Asphalt Loaded in City Trucks

F.O.B. AT PLANT, LOADED IN CITY OF RIDGELAND TRUCKS.				BIDDER Dickerson & Bowen Inc. Brookhaven, MS		BIDDER Adcamp, Inc. Jackson, MS		BIDDER AJ Construction Inc. Jackson, MS		BIDDER APAC-Mississippi Inc. Jackson, MS	
ITEM NO.	ITEM DESCRIPTION	PROPOSAL QUANTITY	UNIT ITEM	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
1	Base Course (BB-1A), Loaded	100	Ton	72.00	7,200.00	89.00	8,900.00	87.00	8,700.00	78.50	7,850.00
2	Base Course (BB-1A), Delivered	100	Ton	N/B	0.00	102.00	10,200.00	180.00	18,000.00	90.00	9,000.00
3	Base Course (BB-1B), Loaded	100	Ton	72.00	7,200.00	89.00	8,900.00	87.00	8,700.00	78.50	7,850.00
4	Base Course (BB-1B), Delivered	100	Ton	N/B	0.00	102.00	10,200.00	180.00	18,000.00	90.00	9,000.00
5	Surface Course (SC-2) Loaded	100	Ton	76.00	7,600.00	108.00	10,800.00	91.00	9,100.00	81.00	8,100.00
6	Surface Course (SC-2) Delivered	100	Ton	N/B	0.00	122.00	12,200.00	191.00	19,100.00	91.65	9,165.00
7	Surface Course (SC-1A) Loaded	100	Ton	86.00	8,600.00	101.00	10,100.00	91.00	9,100.00	87.55	8,755.00
8	Surface Course (SC-1A) Delivered	100	Ton	N/B	0.00	115.00	11,500.00	191.00	19,100.00	99.85	9,985.00
9	Surface Course (SC-1B) Loaded	100	Ton	78.00	7,800.00	101.00	10,100.00	91.00	9,100.00	87.55	8,755.00
10	Surface Course (SC-1B) Delivered	100	Ton	N/B	0.00	115.00	11,500.00	191.00	19,100.00	99.85	9,985.00



public works

March 17, 2023

Mayor and Board of Aldermen:

After reviewing the bids received on the Asphalt Materials & Paving bids, F.O.B. City of Ridgeland, Delivery to Various Locations, it is our recommendation that the bids be awarded to the vendors highlighted in yellow on the attached bid tab as the lowest and best bid and that the alternate bid be awarded to the vendors highlighted in blue.

If you have any questions concerning the bids, please feel free to contact us at your convenience.

Sincerely,

Alan Hart
Public Works Director
AH/rb

cc: Adcamp, Inc.
AJ Construction, Inc.
APAC-Mississippi, Inc.

mailing address: P.O. Box 217 • Ridgeland, Ms 39158
street address: 100 W. School Street • Ridgeland, Ms 39157
ph: 601.853.2027 • fax: 601.853.2019 • www.ridgelandms.org

Gene F. McGee, cmo - mayor • Alan Hart - director of public works

board of aldermen: D.I. Smith, cmo - at-large • Ken Heard, cmo - ward 1 • Chuck Gautier, cmo - ward 2
Kevin Holder, cmo - ward 3 • Brian P. Ramsey, cmo - ward 4 • Bill Lee - ward 5 • Wesley Hamlin, cmo, mayor pro tempore - ward 6

CERTIFICATION OF LOW BID

ASPHALT MATERIALS & PAVING,
DELIVERY TO VARIOUS LOCATIONS

I, Alan Hart, do hereby certify to the Mayor and Board of Aldermen that I, in my capacity as Public Works Director, have reviewed the bid specifications set forth in the advertisement for bids, and all bids received in response thereto and have attached a bid tabulation. Based on my personal examination thereof I certify the following:

1. That the bid be awarded to the vendors highlighted in yellow on the attached bid tab as the lowest and best bid and that the alternate bid be awarded to the vendors highlighted in blue.

WITNESS my signature, this the 17th day of March, 2023.



CITY OF RIDGELAND, MS
PUBLIC WORKS DEPARTMENT

Project: Annual Bid materials and services.
Bids Received: March 17, 2023, at 10:00 a.m.
Project: Asphalt

F.O.B. City of Ridgeland, Delivery to various locations				BIDDER AJ Construction, Inc Madison, MS		BIDDER Adcamp, Inc. Jackson, MS		BIDDER APAC-Mississippi, Inc Jackson, MS	
ITEM NO.	ITEM DESCRIPTION	PROPOSAL QUANTITY	UNIT ITEM	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
1.	Cold Mix	10	Ton	250.00	2,500.00	N/B	0.00	159.00	1,590.00
2.	Base Course (BB-1A)	100	Ton	180.00	18,000.00	124.00	12,400.00	178.00	17,800.00
3.	Surface Course (SC-1B)	100	Ton	180.00	18,000.00	132.00	13,200.00	191.00	19,100.00
4	Failed Areas Dig out & Replacement of Full Depth Asphalt	10	Ton	500.00	5,000.00	225.00	2,250.00	275.00	2,750.00
LOCAL ROADS									
5a	Surface Course (SC-1A)	1000	Ton	180.00	180,000.00	138.00	138,000.00	141.00	141,000.00
5b	Milling of Asphalt Surface <3000 SY	1	LS	10,000.00	10,000.00	10,000.00	10,000.00	23,100.00	23,100.00
5c	Milling of Asphalt Surface >3000 SY	4000	SY	5.00	20,000.00	4.00	16,000.00	6.45	25,800.00
5d	Failed Areas Dig Out & Replacement of Full Depth Asphalt	10	Ton	250.00	2,500.00	225.00	2,250.00	252.00	2,520.00
TOTAL 5 (a-d)					212,500.00		166,250.00		192,420.00
COLLECTOR ROADS									
6a	Surface Course (SC-1A)	1000	Ton	180.00	180,000.00	138.00	138,000.00	144.00	144,000.00
6b	Milling of Asphalt Surface <3000 SY	1	LS	10,000.00	10,000.00	10,000.00	10,000.00	25,100.00	25,100.00
6c	Milling of Asphalt Surface >3000 SY	4000	SY	5.00	20,000.00	4.00	16,000.00	6.65	26,600.00
6d	Failed Areas Dig Out & Replacement of Full Depth Asphalt	10	Ton	250.00	2,500.00	225.00	2,250.00	252.00	2,520.00
TOTAL 6 (a-d)					212,500.00		166,250.00		198,220.00
ARTERIAL ROADS									
7a	Surface Course (SC-1A)	1000	Ton	180.00	180,000.00	138.00	138,000.00	147.00	147,000.00
7b	Milling of Asphalt Surface <3000 SY	1	LS	10,000.00	10,000.00	10,000.00	10,000.00	26,100.00	26,100.00
7c	Milling of Asphalt Surface >3000 SY	4000	SY	5.00	20,000.00	4.00	16,000.00	6.65	26,600.00
7d	Failed Areas Dig Out & Replacement of	10	Ton	250.00	2,500.00	225.00	2,250.00	252.00	2,520.00

	Full Depth Asphalt							
	TOTAL 7 (a-d)			212,500.00		166,250.00		202,220.00
	PARKING LOTS							
8a	Surface Course (SC-1A)	1000 Ton	180.00	180,000.00	148.00	148,000.00	140.00	140,000.00
8b	Milling of Asphalt Surface <3000 SY	1 LS	10,000.00	10,000.00	12,000.00	12,000.00	26,100.00	26,100.00
8c	Milling of Asphalt Surface >3000 SY	4000 SY	5.00	20,000.00	4.50	18,000.00	6.85	27,400.00
8d	Failed Areas Dig Out & Replacement of Full Depth Asphalt	10 Ton	250.00	2,500.00	225.00	2,250.00	252.00	2,520.00
	TOTAL 8 (a-d)			212,500.00		180,250.00		196,020.00
	MULTI-USE PATH							
9a	Surface Course (SC-1A)	250 Ton	300.00	75,000.00	168.00	42,000.00	N/B	0.00
9b	Milling of Asphalt Surface <6000 SY	1 LS	20,000.00	20,000.00	24,000.00	24,000.00	N/B	0.00
9c	Failed Areas Dig Out & Replacement of Full Depth Asphalt	10 Ton	500.00	5,000.00	225.00	2,250.00	N/B	0.00
	TOTAL 9 (a-d)			100,000.00		68,250.00		0.00

**MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY
MISSISSIPPI MUNICIPALITY AND COUNTY WATER INFRASTRUCTURE GRANT**

**STATE OF MISSISSIPPI
COUNTY OF HINDS**

MDEQ AGREEMENT NO. 29-1-CW-5.5

SUBAWARD AGREEMENT

This document is a Subaward Agreement (this “Agreement”) between the Mississippi Department of Environmental Quality (“MDEQ”), a Pass-through entity as defined in 2 C.F.R. § 200.1, and City of Ridgeland, UEI Number: P7XTS2JAMHC9 (“SUBRECIPIENT”, and together with MDEQ, the “Parties”, and each, a “Party”) to provide grant funds for the Work conducted under the Mississippi Municipality and County Water Infrastructure (“MCWI”) Grant Program (the “Program”) as specified in Article 4.

1. SOURCE OF FUNDS

The grant funds provided by this Agreement are made available pursuant to the MCWI Grant Program Act of 2022, Mississippi Senate Bill 2822, 2022 Regular Session (April 26, 2022), provided through funds awarded to the State of Mississippi pursuant to the American Rescue Plan Act of 2021 (“ARPA”), Public Law 117-2 (March 11, 2021), provided through the U.S. Department of Treasury pursuant to Federal Award # SLFRP0003 and CFDA No. 21.027 (Coronavirus State and Local Fiscal Recovery Funds) awarded on May 10, 2021, and subsequently to MDEQ through Mississippi Senate Bill 3056, 2022 Regular Session (April 26, 2022).

2. PROJECT

Under this Agreement, MDEQ agrees to disburse funds to SUBRECIPIENT in accordance with the terms herein to reimburse the costs associated with SUBRECIPIENT’s implementation of the project entitled “EMCSDS and Purple Creek Wastewater Interceptor Pipe Rehabilitation” (the “Project”).

3. PURPOSE

The purpose of this Project is to make a necessary investment in an upgrade to SUBRECIPIENT’s existing wastewater infrastructure. The Project is not for Research and Development.

4. SCOPE OF WORK

SUBRECIPIENT shall perform the tasks as described and identified in Attachment “A”, Scope of Work (the “Work”).

5. TERMS AND CONDITIONS

SUBRECIPIENT is subject to U.S. Treasury’s regulations governing ARPA, and all applicable terms and conditions in 2 C.F.R. Part 200 of the Office of Management and Budget

(“OMB”) Uniform Guidance for Grants and Cooperative Agreements, as amended, including Appendix II to Part 200, and all other OMB circulars, executive orders or other federal laws or regulations applicable to the services provided under this Agreement. All of these terms and conditions of this Agreement apply to SUBRECIPIENT and, as applicable, its Contractors/Contracted Parties.

6. **PERIOD OF PERFORMANCE**

The Period of Performance shall commence upon the execution of this Agreement and shall end on **September 30, 2026**. Costs incurred on March 3, 2021, or thereafter, but prior to the commencement of the Period of Performance may be reimbursed provided MDEQ determines such costs are allowable and eligible. SUBRECIPIENT agrees to complete all tasks included in the Scope of Work within this Period of Performance, unless otherwise specified in writing by MDEQ. If, at any time during the Period of Performance of this Agreement, SUBRECIPIENT determines, based on the Work performed to date, that the Work cannot be completed within the Period of Performance, SUBRECIPIENT shall so notify MDEQ immediately in writing.

Failure to adhere to the requirements placed on MCWI funds can result in termination of this Agreement and may result in a demand for repayment by MDEQ. Moreover, if MDEQ is required to return any funds as a result of misspending on the part of SUBRECIPIENT, MDEQ reserves the right to seek and receive repayment of the amount of funds in question.

7. **CONSIDERATION AND PAYMENT**

A. *Project Cost.* The total Project cost shall not exceed **\$1,300,000.00**, with said amount broken down as follows:

i. MCWI Grant Funds shall not exceed **\$650,000.00**;

ii. The Local Fiscal Recovery Funds (“LFRF”) received by SUBRECIPIENT from the U.S. Treasury or the Mississippi Department of Finance and Administration used as matching funds in this Agreement shall not exceed **\$650,000.00**;

iii. Any LFRF transferred to SUBRECIPIENT from a county or municipality (“Transferred LFRF”) shall not exceed **\$0.00**;

iv. Any other funds that SUBRECIPIENT obligates(ed) to the project that are not eligible for MCWI match (“Other Funds”) shall not exceed **\$0.00**.

B. Professional fees that will be reimbursed with MCWI Grant Funds shall not exceed **\$52,000.00**. This amount is included in, and is not in addition to, the maximum MCWI Grant Funds specified in Article 7.A.i, above and Article 7.C., below.

SUBRECIPIENT understands and acknowledges that the amount of professional fees, as defined in the MCWI Regulations, Rule 1.1 E. (18), that may be matched with MCWI Grant Funds is limited to no more than 4% of the total amount of costs actually

incurred on the Project, which in no case may be more than the total Project cost set forth in Article 7.A., above.

C. *Consideration.* As consideration for the performance of the tasks included in this Agreement, MDEQ agrees to reimburse SUBRECIPIENT an amount not to exceed **Six Hundred Fifty Thousand Dollars and Zero Cents (\$650,000.00)** (the “Maximum Amount”).

MDEQ is under no obligation to provide funds to SUBRECIPIENT if SUBRECIPIENT has not met, or does not continue to meet, minimum federal requirements to receive funds, such as but not limited to, adhering to applicable procurement requirements found in 2 C.F.R. Part 200 *et al.* Moreover, MDEQ bears no responsibility relative to SUBRECIPIENT’s expenditure of its own funds. To that end, in the process of review of documentation for reimbursement, as well as compliance monitoring activities associated with the Program, MDEQ is not responsible or liable for any expenditure made by SUBRECIPIENT with its funds. As such, SUBRECIPIENT is solely responsible for compliance with federal and state requirements associated with its LFRF, its LFRF Transferred Funds, and any other funds it uses towards its Project that are not a part of the MCWI Grant Funds. SUBRECIPIENT must substantiate all expenditures in a compliant manner. MDEQ is under no obligation to reimburse costs incurred that are not demonstrably compliant with federal and state law.

D. *Payment.* Subject to available funding, as set forth in the terms and conditions of this Agreement, MDEQ shall pay all properly invoiced amounts due to SUBRECIPIENT within forty-five (45) days after MDEQ’s receipt of such invoice, except for any amounts disputed by MDEQ in good faith. Legislative approval may be required where MDEQ receives any claim of payment from SUBRECIPIENT that includes Work performed outside a one (1) year period from receipt of such invoice.

i. *Request for Payment.* SUBRECIPIENT shall request payment of funds hereunder for Project costs on a reimbursement basis (such requests, “Reimbursement Requests”), unless otherwise directed by MDEQ. SUBRECIPIENT shall submit Reimbursement Requests and supporting documentation of costs incurred as required by MDEQ to the MCWI Reimbursement Portal, located at <https://www.mswaterinfrastructure.com>. All Reimbursement Requests for time periods ending June 30 of any year, during the Period of Performance under this Agreement, shall be submitted no later than July 31 of that same year. Final invoice(s) shall be submitted to MDEQ no later than September 30, 2026. The Reimbursement Request shall include, at a minimum, breakdowns of personnel, position, dates worked, tasks performed, and totals for contract costs, materials, supplies and equipment, included in the Reimbursement Request. SUBRECIPIENT shall make Reimbursement Requests in accordance with the following procedures and subject to the following terms and conditions:

1. SUBRECIPIENT may make Reimbursement Requests no more frequently than once monthly during the Period of Performance of this Agreement.

2. SUBRECIPIENT shall request payment under this Agreement only for the costs necessary to complete the Scope of Work specifically stated and required under this Agreement.

3. SUBRECIPIENT shall not request payment under this Agreement for other services or other work the SUBRECIPIENT or its contractors may provide under any other Subaward or Contract not related to this Project.

4. SUBRECIPIENT shall provide on each Reimbursement Request the amount of its LFRF, Transferred LFRF and Other Funds expended. SUBRECIPIENT shall also provide the amount requested for professional fees. MDEQ will then determine the amount of MCWI Grant Funds that each Reimbursement Request qualifies for within the Program regulations and procedures.

5. SUBRECIPIENT understands that no payment, including final payment, shall be interpreted as acceptance of defective and incomplete Work, and SUBRECIPIENT shall remain responsible for performance in strict compliance with this Agreement. If MDEQ rejects, condemns or fails to approve any part of the Scope of Work, it may issue a Notice to Cure or terminate this Agreement.

6. MDEQ reserves the right to refuse to pay all or any part of the funds requested in a Reimbursement Request for any of the following reasons: 1) at MDEQ's discretion, the costs SUBRECIPIENT is seeking reimbursement for are not reasonable or necessary for the completion of the Work in this Agreement, 2) at MDEQ's discretion, the costs are ineligible for reimbursement under this Project, 3) at the time the request is submitted SUBRECIPIENT has failed to comply with any term or condition of this Agreement, 4) at the time the request is submitted the SUBRECIPIENT has otherwise failed to perform the Work to date in accordance with the Scope of Work, or 5) at the time the request is submitted the SUBRECIPIENT has otherwise failed to comply with applicable state, federal, or local laws and regulations.

ii. *Indirect Cost Rate.* Reimbursement of indirect costs and/or overhead is not allowed under this Agreement.

E. *Limitations on Expenditures.* MDEQ shall reimburse SUBRECIPIENT only for documented expenditures incurred on or after March 3, 2021: (i) reasonable and necessary to carry out the Scope of Work described in Attachment A; (ii) documented by contracts or other evidence of liability and (iii) incurred in accordance with all applicable requirements for the expenditure of funds payable under this Agreement.

F. *Improper Payments.* Any item of expenditure by SUBRECIPIENT under the terms of this Agreement which is found by auditors, investigators, other authorized

representatives of MDEQ, the U.S. Treasury, the Mississippi State Auditor or other federal or state instrumentality to be improper, unallowable, in violation of federal or state law, or the terms of this Agreement, or involving any fraudulent, deceptive, or misleading representations or activities of SUBRECIPIENT shall become SUBRECIPIENT's liability, and shall be paid solely by SUBRECIPIENT, immediately upon notification of such, from funds other than those provided by MDEQ under this Agreement. This provision shall survive the expiration or termination of this Agreement.

Any funds that are paid by MDEQ to SUBRECIPIENT that are not necessary for the completion of the Work in this Agreement and/or that are deemed ineligible must be returned to MDEQ immediately upon receiving MDEQ's written notification for return of funds.

G. *Clawback.* If funds are expended improperly or if an expense submitted for reimbursement is disallowed or deemed ineligible under federal, state or local laws and regulations, then payments to SUBRECIPIENT may be subject to clawback by MDEQ, the State of Mississippi or the U.S. Treasury.

8. **AMENDMENTS OR MODIFICATION**

This Agreement may only be amended, modified, or supplemented by written agreement signed by the Parties hereto.

9. **PROGRESS REPORTS**

SUBRECIPIENT shall provide required progress reports during the Period of Performance of this Agreement in a format prescribed by MDEQ. These reports shall be submitted in accordance with the following schedule, which may be amended from time to time:

<u>REPORTING PERIOD</u>	<u>DEADLINE</u>
October – December	January 15
January – March	April 15
April – June	July 15
July – September	October 15

This provision shall survive the expiration or termination of this Agreement with respect to any reports which SUBRECIPIENT is required to submit to MDEQ following the expiration or termination of this Agreement.

10. **FAILURE TO TIMELY PERFORM**

SUBRECIPIENT shall take all reasonable measures to ensure MCWI Grant Funds and LFRF used for MCWI matching funds are obligated by 11:59 p.m. on August 30, 2024. SUBRECIPIENT acknowledges and agrees that its failure to obligate MCWI Grant Funds and LFRF used for MCWI matching funds by 11:59 p.m. on August 30, 2024, may result in MDEQ modifying the MCWI Grant Funds awarded or terminating this Agreement.

If SUBRECIPIENT refuses or fails to perform any of the provisions of this Agreement with such diligence as will ensure its completion within the time specified in this Agreement or any extension thereof authorized by MDEQ or if SUBRECIPIENT otherwise fails to satisfy the Agreement provisions or commits any other substantial breach of this Agreement, MDEQ may notify SUBRECIPIENT in writing of the delay or nonperformance. If such delay or nonperformance is not cured in ten (10) days or any longer time specified in writing by MDEQ, MDEQ may terminate SUBRECIPIENT's right to proceed with the Agreement or such part of the Agreement as to which there has been delay or a failure to perform properly.

Notwithstanding termination of the Agreement and subject to any directions by MDEQ, SUBRECIPIENT shall take timely, reasonable, and necessary action to protect and preserve property in the possession of SUBRECIPIENT in which the State has an interest.

11. FINAL PAYMENT AND REPORT

When SUBRECIPIENT has performed all the Work, SUBRECIPIENT shall transmit to MDEQ a comprehensive report on the Work in a format prescribed by MDEQ (the "Final Report"). The Final Report shall be provided by SUBRECIPIENT to MDEQ within forty-five (45) days of Project completion in a format prescribed by MDEQ. Upon acceptance of Final Report, MDEQ will process final Reimbursement Request.

Upon satisfactory completion of the Work performed under this Agreement, as a condition before final payment under this Agreement or as a termination settlement under this Agreement, SUBRECIPIENT shall certify to MDEQ, on a form provided by MDEQ, that the final payment amount is the remaining amount that SUBRECIPIENT is owed under this Agreement and that no additional payment for its Work under this Project will be submitted for reimbursement. Unless otherwise provided in the Agreement, by state law or otherwise expressly agreed to by the Parties in this Agreement, final payment under this Agreement or settlement upon termination of this Agreement shall not constitute a waiver of MDEQ's claims against SUBRECIPIENT or its sureties under this Agreement.

In consideration of the execution of this Agreement by MDEQ, SUBRECIPIENT agrees that acceptance of final payment from MDEQ will constitute an agreement by SUBRECIPIENT to release and forever discharge MDEQ, its agents, employees, officers, representatives, affiliates, successors and assigns from any and all claims, demands, damages, liabilities, actions, causes of action or suits of any nature whatsoever, which SUBRECIPIENT has at the time of acceptance of final payment or may thereafter have, arising out of, in connection with or in any way relating to any and all injuries and damages of any kind as a result of or in any way relating to this Agreement.

12. FINANCIAL MANAGEMENT AND COMPLIANCE

MDEQ requires that SUBRECIPIENT have in place, prior to the receipt of funds, a financial management system that will be able to isolate and trace every dollar funded under this Agreement from receipt to expenditure and have on file appropriate support documentation for each transaction. Examples of documentation include but are not limited to copies of checks paid to vendors, vendor invoices, bills of lading, purchase vouchers, payrolls, bank statements and reconciliations, and real property and easement appraisals. Prior to the submittal of any such

documentation to MDEQ, SUBRECIPIENT shall redact, in accordance with the definition of “Protected Personally Identifiable Information” (“Protected PII”) as defined in 2 C.F.R. § 200.1, all information reflecting an individual's first name or first initial and last name in combination with any one or more of types of information, including, but not limited to, social security number, passport number, credit card numbers, clearances, bank numbers, biometrics, date and place of birth, mother's maiden name, criminal, medical and financial records, educational transcripts. This does not include PII as defined in 2 C.F.R. § 200.1 that is required by law to be disclosed. SUBRECIPIENT and any Contracted Parties (as such term is defined in Article 13 of this Agreement) are limited to the travel rates of the State of Mississippi, including dining and hotels, in place at the time of the expenditure for which reimbursement is sought; and SUBRECIPIENT shall audit any such invoice for same, clearly indicating the actual expense and the adjustment, if any.

SUBRECIPIENT certifies that all information provided to MDEQ or its representatives as part of the initial risk assessment for this Work is complete and accurate. SUBRECIPIENT agrees to submit to and cooperate with MDEQ in any additional risk assessment evaluation and periodic audit procedures to ensure adequate financial management of all funds. Further, SUBRECIPIENT shall continue to implement any recommendations and/or corrective action plan set forth in the report transmitted to SUBRECIPIENT based on the findings of the systems and processes for financial management, a copy of which is attached hereto as Attachment “B” and incorporated herein in its entirety.

13. **CONTRACTS**

SUBRECIPIENT shall be responsible for accountability of funds, compliance with Project specifications, and Project management by its contractors. MDEQ shall not bear responsibility for any liability caused or incurred by any contractor in performing Work. MDEQ shall not be deemed by virtue of this Agreement to have any contractual obligation to, or relationship with, any of SUBRECIPIENT’s contractors, and the Parties agree and acknowledge that, as between MDEQ and SUBRECIPIENT, all Work shall be deemed to be the responsibility of, and performed by, SUBRECIPIENT. No contractor or other recipient of funds from MDEQ under this Agreement shall be deemed to be an agent, representative, employee or servant of MDEQ in connection with this Agreement. The parties with whom contracts or subaward agreements are entered into by the SUBRECIPIENT shall be referred to herein as “Contractor”, “Contracted Party”, or “Contracted Parties”. In addition to ensuring that its Contracted Parties follow the applicable terms in this Agreement, SUBRECIPIENT shall require all terms and conditions set forth in Attachments “A” and “C” attached hereto to be included in all agreements between the SUBRECIPIENT and Contracted Parties, and in all agreements between Contracted Parties and Contracted Parties’ contractors/sub-contractors.

14. **APPLICABLE LAW**

The Agreement shall be governed by and construed in accordance with the laws and regulations of the State of Mississippi and applicable federal law excluding, its conflict of laws provisions, and any litigation with respect thereto shall be brought in the courts of the State. SUBRECIPIENT shall comply with applicable federal, state, and local laws and regulations, including, but not limited to, the following:

A. *Authorizing Statutes.* Section 603 of the *Social Security Act* (42 U.S.C. § 803), as added by section 9901(a) of the *American Rescue Plan Act of 2021* (Pub. L. No. 117-2) and Mississippi Senate Bill No. 2822, entitled the Mississippi Municipality and County Water Infrastructure Grant Program Act of 2022, Regular Session 2022 (April 26, 2022).

B. *Implementing Regulations.* Subpart A of 31 C.F.R. Part 35 (Coronavirus State and Local Fiscal Recovery Funds), as adopted in the *Coronavirus State and Local Fiscal Recovery Funds* interim final rule (86 Fed. Reg. 26786, applicable May 17, 2021 through March 31, 2022) and final rule (87 Fed. Reg. 4338, applicable January 27, 2022 through the end of the ARP/CSLFRF award term), and other subsequent regulations implementing Section 603 of the *Social Security Act* (42 U.S.C. § 803), as well as MDEQ regulations, entitled “Mississippi Commission on Environmental Quality Regulations for the Mississippi Municipality and County Water Infrastructure Grant Program.”

C. *Guidance Documents.* Applicable guidance documents issued from time-to-time by the US Department of Treasury and MDEQ, including the currently applicable version of the *Compliance and Reporting Guidance: State and Local Fiscal Recovery Funds*.¹

D. *Licenses, Certifications, Permits, Accreditation.* SUBRECIPIENT shall obtain and keep current any license, certification, permit, or accreditation required by federal, state, or local law and shall submit to MDEQ proof of any licensure, certification, permit or accreditation upon request.

15. **AVAILABILITY OF FUNDS**

It is expressly understood and agreed that the obligation of MDEQ to proceed under this Agreement is conditioned upon the availability of the funds from state, federal, and/or other funding sources. If the funds anticipated for the continuing fulfillment of the Agreement are, at any time, not forthcoming or insufficient, either through the failure of the federal government to provide funds or of the State of Mississippi to appropriate funds or the discontinuance or material alteration of the program under which funds were provided or if funds are not otherwise available to MDEQ, MDEQ shall have the right upon ten (10) working days written notice to the SUBRECIPIENT, to terminate this Agreement without damage, penalty, cost or expenses to MDEQ of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.

16. **REPRESENTATION REGARDING CONTINGENT FEES**

SUBRECIPIENT represents that it has not retained a person to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee.

¹ <https://home.treasury.gov/system/files/136/SLFRF-Compliance-and-Reporting-Guidance.pdf>.

17. **REPRESENTATION REGARDING GRATUITIES**

SUBRECIPIENT represents that it has not violated, is not violating, and promises that it will not violate the prohibition against gratuities set forth in Section 6-204 (Gratuities) of the *Mississippi Public Procurement Review Board Office of Personal Service Contract Review Rules and Regulations* and Section 9.105 (Gratuities) of the Mississippi Procurement Manual.

18. **UNIFORM ADMINISTRATIVE REQUIREMENTS**

SUBRECIPIENT shall comply with the *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, 2 C.F.R. Part 200 (“UG”), as adopted by the Department of Treasury at 2 C.F.R. Part 1000 and as set forth in the Assistance Listing for ARP/CSLFRF (21.027). These requirements dictate how SUBRECIPIENT must administer the Subaward and how MDEQ must oversee SUBRECIPIENT. As a condition of receipt of the grant funds authorized in this Agreement, SUBRECIPIENT agrees to watch the video entitled “American Rescue Plan Act State & Local Fiscal Recovery Funds, Procurement Overview” found at <https://www.mswaterinfrastructure.com>.

The applicable UG provisions are as follows:

- Subpart A, Acronyms and Definitions;
- Subpart B, General Provisions;
- Subpart C, Pre-Federal Award Requirements and Contents of Federal Awards (except 2 C.F.R. §§ 200.204, .205, .210, and .213);
- Subpart D, Post Federal Award Requirements (except 2 C.F.R. §§ 200.305(b)(8) and (9), .308, .309, and .320(c)(4));
- Subpart E, Cost Principles;
- Subpart F, Audit Requirements;
- 2 C.F.R. Part 25 (Universal Identifier and System for Award Management);
- 2 C.F.R. Part 170 (Reporting Subaward and Executive Compensation Information); and
- 2 C.F.R. Part 180 (OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Non-procurement)).

SUBRECIPIENT shall document compliance with UG requirements, including adoption and implementation of all required policies and procedures, within thirty (30) days of the execution of this Agreement and during all subsequent reviews during the term of the Agreement. It is SUBRECIPIENT’s responsibility to comply with all UG requirements. Failure to do so may result in termination of the Agreement by MDEQ.

All real property acquired or improved, and equipment or supplies purchased in whole or in part with MCWI Grant Funds and/or LFRF, must be used, insured, managed, and disposed of in accordance with 2 C.F.R. § 200.311 through 2 C.F.R. § 200.316.

19. **SUBAWARDS**

If SUBRECIPIENT is authorized by MDEQ to make a Subaward, SUBRECIPIENT must include and incorporate the terms and conditions of this Agreement and any attachments, in all lower tier Subawards. Further, SUBRECIPIENT, who makes a Subaward, must follow and carry out all the responsibilities of a Pass-through entity described at 2 C.F.R. Part 200.

20. **COMPLIANCE WITH LAWS**

SUBRECIPIENT understands that MDEQ is an equal opportunity employer and therefore, maintains a policy which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, disability, genetic information, or any other consideration made unlawful by federal, state, or local laws. All such discrimination is unlawful, and SUBRECIPIENT agrees during the Period of Performance of the Agreement that SUBRECIPIENT will strictly adhere to this policy in its employment practices and work performance under this Agreement. SUBRECIPIENT shall comply with, and all activities under this Agreement shall be subject to, all applicable federal, state, and local laws and regulations, as now existing and as may be amended or modified.

Nothing contained in this Agreement may be deemed or construed in any way to stop, limit, or impair MDEQ from exercising or performing any regulatory, legislative, governmental, or other powers or functions.

SUBRECIPIENT is required to review and understand the requirements, limitations and restrictions placed upon them under ARPA, including the information provided by the State and Local Fiscal Recovery Fund Final Rule.²

SUBRECIPIENT is required to review and understand the requirements, limitations and restrictions placed upon them under Mississippi Senate Bill 2822 of the 2022 Legislative Session.³

SUBRECIPIENT is required to review and understand the requirements, limitations and restrictions placed upon them under by the Regulations promulgated by MDEQ.⁴

21. **STOP WORK ORDER**

A. *Order to Stop Work:* MDEQ may, by written order to SUBRECIPIENT at any time and without notice to any surety, require SUBRECIPIENT to stop all or any part of the Work called for by this Agreement. This order shall be for a specified period not exceeding ninety (90) days after the order is delivered to SUBRECIPIENT, unless the Parties agree to any further period. Any such order shall be identified specifically as a stop work order issued pursuant to this clause. Upon receipt of such an order, SUBRECIPIENT shall forthwith comply with its terms and take all reasonable steps to minimize the occurrence of costs allocable to the Work covered by the order during the period of work

² <https://www.govinfo.gov/content/pkg/FR-2022-01-27/pdf/2022-00292.pdf>

³ <https://mswaterinfrastructure.com/wp-content/uploads/2022/06/Mississippi-Senate-Bill-2822.pdf>

⁴ <https://mswaterinfrastructure.com/wp-content/uploads/2022/07/MCWI-Regulations-Final.pdf>

stoppage. Before the stop work order expires, or within any further period to which the Parties shall have agreed, MDEQ shall either:

- i. cancel the stop work order; or
- ii. terminate the Work covered by such order as provided in the Termination for Default clause or the Termination for Convenience clause of this Agreement.

B. *Cancellation or Expiration of the Order:* If a stop work order issued under this clause is canceled at any time during the period specified in the order or if the period of the order or any extension thereof expires, SUBRECIPIENT shall have the right to resume Work. An appropriate adjustment may be made in the Period of Performance or Maximum Amount, or both, and the Agreement shall be modified in writing accordingly if:

- i. The stop work order results in an increase in the time required for, or in SUBRECIPIENT's cost properly allocable to, the performance of any part of this Agreement; and
- ii. SUBRECIPIENT provides a written claim for such an adjustment within thirty (30) days after the end of the period of work stoppage; provided that MDEQ decides that the facts justify such action and any such claim asserted may be received and acted upon at any time prior to final payment under this Agreement.

C. *Termination of Stopped Work:* If a stop work order is not canceled and the Work covered by such order is terminated for default or convenience, the reasonable costs resulting from the stop work order may be allowed by adjustment or otherwise.

22. **E-PAYMENT**

SUBRECIPIENT agrees to accept all payments in United States currency via the State of Mississippi's electronic payment and remittance vehicle. MDEQ agrees to make payment in accordance with Mississippi law on "Timely Payments for Purchases by Public Bodies," which generally provides for payment of undisputed amounts by the agency within forty-five (45) days of receipt of invoice. Miss. Code Ann. § 31-7-305.

23. **INTERVENTIONS**

If MDEQ determines that SUBRECIPIENT is not in compliance with this Agreement, MDEQ may initiate an intervention, in accordance with 2 C.F.R. § 200.208 and 2 C.F.R. § 200.339. The degree of SUBRECIPIENT's performance or compliance deficiency will determine the degree of intervention. All possible interventions are listed below and will depend on the degree of deficiency in SUBRECIPIENT's performance or compliance deficiency.

If MDEQ determines that an intervention is warranted, it shall provide written notice to SUBRECIPIENT of the intervention within thirty (30) days of the completion of a report review, desk review, onsite review, audit review, or procedures engagement review, or as soon as possible

after MDEQ otherwise learns of a compliance or performance deficiency related to the execution of this Agreement. The written notice shall notify SUBRECIPIENT of the following related to the intervention:

- (1) The nature of the additional requirements;
- (2) The reason why the additional requirements are being imposed;
- (3) The nature of the action needed to remove the additional requirement, if applicable;
- (4) The time allowed for completing the actions if applicable; and
- (5) The method for requesting reconsideration of the additional requirements imposed.

MDEQ may impose, but is not limited to, the following interventions on SUBRECIPIENT, based on the level of the compliance or performance deficiency that MDEQ determines:

Level 1 Interventions. These interventions may be required for minor compliance or performance issues:

- (1) SUBRECIPIENT addresses specific internal control, documentation, financial management, compliance, or performance issues within a specified time period; and/or
- (2) More frequent or more thorough reporting by the SUBRECIPIENT; and/or
- (3) More frequent monitoring by MDEQ; and/or
- (4) Required SUBRECIPIENT technical assistance or training.

Level 2 Interventions. These interventions may be required for more serious compliance or performance issues:

- (1) Restrictions on funding payment requests by SUBRECIPIENT; and/or
- (2) Disallowing payments to SUBRECIPIENT; and/or
- (3) Requiring repayment for disallowed cost items; and/or
- (4) Imposing probationary status on SUBRECIPIENT.

Level 3 Interventions. These interventions may be required for significant and/or persistent compliance or performance issues:

- (1) Temporary or indefinite funding suspension to SUBRECIPIENT; and/or
- (2) Nonrenewal of funding to SUBRECIPIENT in subsequent year; and/or
- (3) Terminate funding to SUBRECIPIENT in the current year; and/or
- (4) Initiate legal action against SUBRECIPIENT.

Interventions will remain in place until the underlying performance or compliance deficiency is addressed to the sole satisfaction of MDEQ.

24. **E-VERIFICATION**

If applicable, SUBRECIPIENT represents and certifies that it will ensure its compliance with the Mississippi Employment Protection Act of 2008 and will register and participate in the status verification system for all newly hired employees. Miss. Code Ann. §§ 71-11-1, *et seq.* The term “employee” as used herein means any person that is hired to perform work within the State.

As used herein, “status verification system” means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. SUBRECIPIENT agrees to maintain records of such compliance. Upon request of the State of Mississippi and after approval of the Social Security Administration or Department of Homeland Security, when required, SUBRECIPIENT agrees to provide a copy of each such verification. SUBRECIPIENT further represents and certifies that any person assigned to perform services hereafter meets the employment eligibility requirements of all immigration laws.

25. **TRANSPARENCY**

This Agreement, including any accompanying exhibits, attachments, and appendices, is subject to the “Mississippi Public Records Act of 1983” and its exceptions. See Miss. Code Ann. §§ 25-61-1 *et seq.* and Miss. Code Ann. § 79-23-1. In addition, this Agreement is subject to the provisions of the Mississippi Accountability and Transparency Act of 2008. Miss. Code Ann. §§ 27-104-151, *et seq.* Unless exempted from disclosure due to a court-issued protective order, a copy of this executed Agreement may be posted to the Department of Finance and Administration’s independent agency Agreement website for public access at <https://www.transparency.mississippi.gov>. Information identified by SUBRECIPIENT as trade secrets or other proprietary information, including confidential vendor information, or any other information which is required to be confidential by state or federal law or outside the applicable freedom of information statutes will be redacted.

26. **PAYMODE**

Payments by state agencies using the statewide accounting system shall be made and remittance information provided electronically as directed by MDEQ. These payments shall be deposited into the bank account of SUBRECIPIENT’s choice. MDEQ may, at its sole discretion, require SUBRECIPIENT to submit invoices and supporting documentation electronically at any time during the Period of Performance of this Agreement. SUBRECIPIENT understands and agrees that MDEQ is exempt from the payment of taxes. All payments shall be in United States currency.

27. **TERMINATION**

The Agreement may be terminated as follows:

A. *Termination For Convenience.*

The MDEQ may, when the interests of the State so require, terminate this Agreement in whole or in part, for the convenience of the State. MDEQ shall give written notice of the termination to SUBRECIPIENT specifying the part of the Agreement terminated and when termination becomes effective.

B. *Termination For Default.*

If SUBRECIPIENT refuses or fails to perform any of the provisions of this Agreement with such diligence as will ensure its completion within the time specified in this Agreement or any extension thereof or otherwise fails to satisfy the Agreement provisions or commits any other substantial breach of this Agreement, MDEQ may notify SUBRECIPIENT in writing of the delay or nonperformance, and if not cured in ten (10) days or any longer time specified in writing by MDEQ, MDEQ may terminate SUBRECIPIENT's right to proceed with the Agreement or such part of the Agreement as to which there has been delay or a failure to properly perform.

Notwithstanding termination of the Agreement and subject to any directions by MDEQ, SUBRECIPIENT shall take timely, reasonable, and necessary action to protect and preserve property in the possession of SUBRECIPIENT in which the State has an interest.

C. *Termination Upon Bankruptcy.*

This Agreement may be terminated in whole or in part by MDEQ upon written notice to SUBRECIPIENT, if SUBRECIPIENT should become the subject of bankruptcy or receivership proceedings, whether voluntary or involuntary, or upon the execution by SUBRECIPIENT of an assignment for the benefit of its creditors. In the event of such termination, SUBRECIPIENT shall be entitled to recover just and equitable compensation for satisfactory Work performed under this Agreement, but in no case shall said compensation exceed the total Maximum Amount.

28. **DISPUTES**

Before pleading to any judicial system at any level, SUBRECIPIENT must exhaust all administrative remedies. A written complaint must first be sent to the Executive Director of MDEQ. The decision of the Executive Director shall be reduced to writing and a copy thereof mailed or furnished to SUBRECIPIENT within fourteen (14) days after receipt of information requested by MDEQ or the Executive Director. If the decision of the Executive Director does not resolve the matter, successive administrative remedies may, at SUBRECIPIENT's option, include bringing the complaint before the Mississippi Commission on Environmental Quality pursuant to Miss. Code Ann. §§ 49-17-35 and -41. In the alternative, at SUBRECIPIENT's option, the decision of the Executive Director may be deemed the final agency action on the complaint. Appeals from the decision of the Executive Director or the Commission shall follow procedures outlined in Miss. Code Ann. § 49-17-41.

29. **ANTI-ASSIGNMENT/CONTRACTING**

SUBRECIPIENT shall not assign, contract, or otherwise transfer this Agreement, in whole or in part without the prior written consent of MDEQ, which MDEQ may, in its sole discretion, approve or deny without reason. Any attempted assignment or transfer of its obligations without such consent shall be null and void. No such approval by MDEQ of any contract shall be deemed in any

way to provide for the incurrence of any obligation of MDEQ in excess of the Maximum MCWI Grant Fund amount set forth in this Agreement, nor create any contractual relationship between MDEQ and any Contracted Parties. Contracts shall be subject to the terms and conditions of this Agreement and to any conditions of approval that MDEQ may deem necessary. Subject to the foregoing, this Agreement shall be binding upon the respective successors and assigns of the Parties.

30. **AUTHORITY TO PARTICIPATE IN THIS AGREEMENT**

SUBRECIPIENT certifies and acknowledges it is a Mississippi county, municipality or public utility, as defined in MCWI regulation, Rule 1.1. E. (17), and that it has LFRF to use as match funding for this grant. SUBRECIPIENT further certifies and acknowledges that its entry into and performance under this Agreement is not restricted or prohibited by any loan, security, financing, contractual, or other agreement of any kind; and, notwithstanding any other provision of this Agreement to the contrary, that there are no existing legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under this Agreement.

31. **DEBARMENT AND SUSPENSION**

SUBRECIPIENT certifies to the best of its knowledge and belief, that it, and its Contracted Parties:

A. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transaction by any federal department or agency or any political subdivision or agency of the State of Mississippi;

B. have not, within a three (3) year period preceding this Agreement, been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or Agreement or Contract under a public transaction;

C. have not, within a three (3) year period preceding this Agreement, been convicted of or had a civil judgment rendered against it for a violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

D. are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of these offenses enumerated in Article 31. B. and Article 31. C., above; and

E. have not, within a three (3) year period preceding this Agreement, had one or more public transactions (federal, state, or local) terminated for cause or default.

32. **FAILURE TO ENFORCE**

Failure by MDEQ, at any time, to enforce the provisions of this Agreement shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of this Agreement or any part thereof or the right of MDEQ to enforce any provision at any time in accordance with its terms.

33. **INDEMNIFICATION**

SUBRECIPIENT agrees to maintain responsibility for the Project and agrees to provide proper operation and maintenance of all facilities for the life of the Project. SUBRECIPIENT's tort liability, if it is an entity of the State of Mississippi, is determined and controlled in accordance with Miss. Code Ann. §§ 11-46-1 *et seq.*, including all defenses and exceptions contained therein. Nothing in this Agreement shall have the effect of changing or altering this liability or of eliminating any defense available to the State under statute.

To the extent allowed by state law, SUBRECIPIENT agrees to indemnify and save, release and hold harmless the State of Mississippi, the Commission on Environmental Quality, MDEQ, all of their employees and officers, and MDEQ's contractors from and against any and all claim, demand, cause of action, liability, loss, damage, injury, suit, judgment, debt and cost, including attorney's fees or expenses on the part of SUBRECIPIENT, their agents or employees or any other parties arising out of or incident to, any and all Work under the terms of this Agreement.

34. **SUBRECIPIENT STATUS**

SUBRECIPIENT shall, during the entire Period of Performance of this Agreement, be construed to be an independent SUBRECIPIENT. Nothing in this Agreement is intended to nor shall be construed to create an employer-employee relationship or a joint venture relationship.

SUBRECIPIENT represents that it is qualified to perform the duties to be performed under this Agreement and that it has, or will secure, if needed, at its own expense, applicable personnel who are qualified to perform the duties required under this Agreement. Such personnel shall not be deemed in any way, directly or indirectly, expressly or by implication, to be employees of MDEQ.

Any person assigned by SUBRECIPIENT to perform the services hereunder shall be an employee or independent contractor of SUBRECIPIENT, who shall have the sole right to hire and discharge its employees and/or independent contractors under this Agreement.

SUBRECIPIENT shall pay, when due, all salaries and wages of its employees and accepts exclusive responsibility for the payment of federal income tax, state income tax, social security, unemployment compensation and any other withholdings that may be required. This provision is solely for the benefit of MDEQ, and nothing herein shall be construed to create or impose any contractual or agency relationship between MDEQ and SUBRECIPIENT'S contractors, subcontractors, employees or agents.

35. **INSURANCE**

SUBRECIPIENT and its Contracted Parties agree to and shall maintain insurance that is required by applicable state, federal, and local laws and regulations.

36. **ENTIRE AGREEMENT**

This Agreement, including all attachments, represents the entire and integrated agreement between the Parties hereto and supersedes all prior negotiations, representations or agreements,

irrespective of whether written or oral. This Agreement may be altered, amended, or modified only by a written document executed by MDEQ and SUBRECIPIENT. SUBRECIPIENT acknowledges that it has thoroughly read this Agreement and all its attachments and has had the opportunity to receive competent advice and counsel necessary for it to form a full and complete understanding of all rights and obligations herein.

37. **ORAL STATEMENTS**

No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in this Agreement. All modifications to the Agreement must be made in writing by the MDEQ and agreed to by SUBRECIPIENT.

38. **RECORD RETENTION AND ACCESS TO RECORDS**

Provided SUBRECIPIENT is given reasonable advance written notice and such inspection is made during normal business hours of SUBRECIPIENT, the Government Accountability Office, MDEQ, the State or any duly authorized representatives shall have unimpeded, prompt access to any of SUBRECIPIENT's books, documents, papers, and other records which are maintained or produced as a result of the Project for the purpose of making audits, investigations, examinations, excerpts, transcriptions, and copies of such documents. This right also includes timely and reasonable access to the SUBRECIPIENT's personnel for the purpose of interview and discussion related to such documents. All records related to this Agreement shall be retained by SUBRECIPIENT for a minimum of ten (10) years after final payment is made under this Agreement and all pending matters are closed; however, if any audit, litigation or other action arising out of or related in any way to this Project is commenced before the end of the ten (10) year period, the records shall be retained for one (1) year after all issues arising out of the action are finally resolved or until the end of the ten (10) year period, whichever is later.

SUBRECIPIENT is not required to retain the above-mentioned records for the ten-year period prescribed in this Article and Article 39 only if all of the following conditions are satisfied:

A. SUBRECIPIENT has provided all of the documents described above and in the "Right to Audit" provision to MDEQ prior to the expiration of the ten (10) year retention period and a certification stating the same is simultaneously provided in writing to MDEQ;

B. No audit, litigation or other action arising out of or related in any way to this Project is commenced before SUBRECIPIENT provides the records and corresponding certification to MDEQ, in which case, SUBRECIPIENT shall retain the records until all issues arising out of the action are finally resolved; and

C. SUBRECIPIENT provides MDEQ a minimum of thirty (30) days written notice before providing the above-mentioned records and corresponding certification.

39. **RIGHT TO AUDIT**

SUBRECIPIENT shall maintain all financial records, including electronic financial records, as may be prescribed by the MDEQ or by applicable federal and state laws, rules, and

regulations. SUBRECIPIENT shall retain these records for a period of ten (10) years after final payment. These records shall be made available during the term of the Agreement and the subsequent ten (10) year period for examination, transcription, and audit by MDEQ, the Mississippi State Auditor's Office, its designees, or other authorized bodies, including the Office of Inspector General. If any litigation, claim, investigation, or audit relating to this Agreement or an activity funded under the Agreement is started before the expiration of the ten (10) year period, the records must be retained until all litigation, claims, investigations, or audit findings involving the records have been resolved and final action taken.

40. **RIGHT TO INSPECT WORK; ACCESS**

MDEQ and their representatives, invitees, and consultants shall have access and the right to conduct announced and unannounced onsite and offsite physical visits to inspect all Work hereunder. Notwithstanding any review or inspection by MDEQ and their representatives, invitees, and consultants, SUBRECIPIENT shall not be relieved of its responsibility for performance of the Work or the submission of reports as expressly set forth in this Agreement solely by virtue of such inspection or review of the Work. SUBRECIPIENT shall provide MDEQ and its representatives, invitees, and consultants with the opportunity to participate in site inspections, meetings, and/or teleconferences, as appropriate, related to SUBRECIPIENT's performance of the Work.

41. **SEVERABILITY**

If any part of this Agreement is declared to be invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision of the Agreement that can be given effect without the invalid or unenforceable provision, and to this end the provisions hereof are severable. In such event, the Parties shall amend the Agreement as necessary to reflect the original intent of the Parties and to bring any invalid or unenforceable provisions in compliance with applicable law.

42. **THIRD PARTY ACTION NOTIFICATION**

SUBRECIPIENT shall give the MDEQ prompt notice in writing of any action or suit filed, and prompt notice of any claim made against SUBRECIPIENT by any entity that may result in litigation related in any way to this Agreement.

43. **CERTIFICATIONS**

SUBRECIPIENT's execution of this Agreement shall be deemed as acknowledgement, guarantee and certification by SUBRECIPIENT of the following:

A. SUBRECIPIENT has sufficient LFRF in its possession that it will use to match MCWI Grant Funds.

B. SUBRECIPIENT will follow and abide by all ARPA guidelines, guidance, rules, regulations, and other criteria, as may be amended from time to time, by the U.S. Treasury regarding the use of monies under this Agreement.

C. As required in Attachment A, Article (1) a., SUBRECIPIENT's Authorized Representative, or his/her designee has watched the video on the MDEQ <https://www.mswaterinfrastructure.com> web-page entitled "American Rescue Plan Act State & Local Fiscal Recovery Funds, Procurement Overview."

D. All of SUBRECIPIENT's LFRF used as MCWI matching funds, as well as MCWI Grant Funds received by SUBRECIPIENT, have been or will be used for the Project detailed in this Agreement.

E. Upon request by MDEQ, SUBRECIPIENT will provide an Intergovernmental Review Certification as detailed in the MCWI Regulations.

F. SUBRECIPIENT will obligate all MCWI Grant Funds and LFRF funds used for MCWI matching funds by 11:59 p.m. on August 30, 2024.

G. If SUBRECIPIENT does not complete the Project by December 31, 2026, SUBRECIPIENT acknowledges and agrees to complete the Project with other funds.

44. **WAIVER**

No delay or omission by either Party to this Agreement in exercising any right, power, or remedy hereunder or otherwise afforded by Agreement, at law, or in equity shall constitute an acquiescence therein, impair any other right, power or remedy hereunder or otherwise afforded by any means, or operate as a waiver of such right, power, or remedy. No waiver by either Party to this Agreement shall be valid unless set forth in writing by the Party making said waiver. No waiver of or modification to any term or condition of this Agreement will void, waive, or change any other term or condition. No waiver by one Party to this Agreement of a default by the other Party will imply, be construed as or require waiver of future or other defaults.

45. **COMPLIANCE WITH MISS. CODE ANN. § 31-5-37**

If applicable, SUBRECIPIENT shall ensure that Contracted Parties and bidders solicited for contract awards pursuant to this Agreement comply with the requirements of Miss. Code. Ann. § 31-5-37. SUBRECIPIENT shall require all bidders for any contract of Five Thousand Dollars (\$5,000.00) or more procured or to be procured with funds received pursuant to this Agreement to submit a certification with their bid that said bidder will comply with the provisions of Miss. Code. Ann. § 31-5-37. In addition, within seven (7) days of any such contract award procured or to be procured with funds received pursuant to this Agreement, SUBRECIPIENT shall require the Contracted Party to submit to both SUBRECIPIENT and the Mississippi Department of Employment Security ("MDES") an employment plan which conforms to the requirements contained in Miss. Code. Ann. § 31-5-37(2).

From the date written notice of any such contract award is received and until ten (10) business days after the receipt of the employment plan by MDES, the Contracted Party and any subcontractors shall not hire any personnel to fill vacant positions for the project except residents of the State of Mississippi who are to be verified by MDES and/or those qualified individuals who are submitted by MDES. However, the Contracting Party or contractor is authorized to employ

Mississippi residents to begin work immediately if such persons are verified by MDES after employment by the Contracting Party or contractor. SUBRECIPIENT shall vacate the contract award in the event the Contracting Party fails to comply with the provisions of Miss. Code Ann. § 31-5-37.

46. **CONFLICT OF INTEREST**

SUBRECIPIENT shall immediately notify MDEQ in writing of any potential conflict of interest resulting from the representation of or service to other clients or otherwise affecting this Agreement in any way. If any such conflict occurs before it is discovered, SUBRECIPIENT shall notify MDEQ of such conflict within five (5) working days of such discovery. If such conflict cannot be resolved to MDEQ's satisfaction, MDEQ reserves the right to terminate this Agreement per the "Termination for Convenience" clause.

47. **SUCCESSORS AND ASSIGNS**

This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective permitted successors and permitted assigns.

48. **NO THIRD-PARTY BENEFICIARIES**

This Agreement is for the sole benefit of the Parties hereto and their respective successors and permitted assigns, and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

49. **EVALUATION**

SUBRECIPIENT agrees to assist and cooperate with the MDEQ or its duly designated representatives in the monitoring of the Project(s) to which the Agreement relates, and to provide in form and manner approved by MDEQ such monitoring reports, progress reports, and the like as may be required and to provide such reports at the times specified.

Further, SUBRECIPIENT agrees to cooperate with MDEQ or its duly designated representatives by providing timely responses to all reasonable requests for information to assist in evaluation of the accomplishments of the Project and the agreement for a period of ten (10) years after the date on which the Final Reports are provided.

50. **VENUE**

Venue for the resolution of any dispute, according to Article 28 of this Agreement, shall be before the Mississippi Commission on Environmental Quality if pursuing an administrative appeal, and venue for any subsequent litigation shall be in the Chancery Court of Hinds County, Mississippi.

51. **HEADINGS**

The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.

52. **NOTICES**

Unless otherwise specified in the Agreement, all notices, requests, consents, claims, demands, waivers and other communications hereunder shall be in writing and shall be deemed to have been given (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by facsimile or e-mail of document(s) (with confirmation of transmission) if sent during normal business hours of the recipient, and on the next business day if sent after normal business hours of the recipient; or (d) on the third day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Such communications must be sent to the respective Parties at the following addresses (or at such other address for a Party as shall be specified in a notice given in accordance with this subsection):

If to MDEQ:	Attention: MCWI Contract Administration 515 East Amite Street P.O. Box 2249 Jackson, MS 39201 E-mail: MCWIdocuments@mdeq.ms.gov
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If to SUBRECIPIENT:	Attention: Mayor Gene McGee 100 W. School Street Ridgeland, MS 39157 Phone: (601) 856-7113 E-mail: Mayor.McGee@Ridgelandms.org
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53. **COUNTERPARTS**

Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same Agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

[SIGNATURE PAGE FOLLOWS]

For the faithful performance and consideration provided under the terms of this Agreement, the Parties hereto have caused this Agreement to be executed by their undersigned authorized representatives.

MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY

Chris Wells
Executive Director

Date

CITY OF RIDGELAND

Mayor Gene McGee
Signature of Authorized Representative

Gene McGee
Printed Name

Title

Date

ATTACHMENT A

PROJECT NAME, SCOPE OF WORK AND PROJECT TIMELINE AND REQUIREMENTS

PROJECT NAME

EMCSDS and Purple Creek Wastewater Interceptor Pipe Rehabilitation

SCOPE OF WORK

The Project shall be defined as eligible activities funded in whole or in part under this Agreement as follows:

Scope of work for this Project is to include the repair and rehabilitation of East Madison County Sewage Disposal System (“EMCSDS”) and Purple Creek Wastewater Interceptor and associated manholes/wet wells. Rehabilitation will include cleaning, point repairs, CIPP/replacement, and linings.

The general Scope of Work to be performed by SUBRECIPIENT is limited to that which was submitted in the MCWI Application Portal and approved for funding in accordance with the MCWI Program Regulations. SUBRECIPIENT hereby agrees that no additional eligible scope may be added to this Scope of Work without the express written consent of MDEQ. The Scope of Work eligible for reimbursement is limited to that identified as eligible by MDEQ and further described by plans, specifications, contract documents, and contract change orders approved as eligible by MDEQ.

PROJECT TIMELINE AND REQUIREMENTS

(1) SUBRECIPIENT agrees to the following schedule.

- a. Within 10 days of execution of this Agreement, SUBRECIPIENT’s Authorized Representative, or his/her designee shall watch the video on the MDEQ <https://www.mswaterinfrastructure.com> web-page entitled “American Rescue Plan Act State & Local Fiscal Recovery Funds, Procurement Overview.” The web-page will track compliance with this requirement;
- b. Within 15 days of execution of this Agreement, submit a complete set of plans, specifications, contract documents on each construction contract, and all applicable permits and agency approvals, if not already submitted to MDEQ;
- c. Within 15 days of execution of this Agreement, submit the entire procurement file (including but not limited to the request for proposals, evidence of publication, MBE/WBE documentation, all received bids, evaluation and

selection documentation, executed construction contracts, and professional services contracts);

- d. No later than 60 days after execution of each construction contract, execute and submit a copy of the notice to proceed;
- e. No later than 5 business days after the estimated completion of 25% of construction, submit a notice to MDEQ of such milestone;
- f. No later than 5 business days after the estimated completion of 50% of construction, submit a notice to MDEQ of such milestone;
- g. No later than 5 business days after the estimated completion of 75% of construction, submit a notice to MDEQ of such milestone;
- h. No later than 5 business days after completion of each construction contract, notify MDEQ of construction completion;
- i. No later than 30 days after the contract completion date on each construction contract, submit all change orders which include time extensions, or a request and justification for delaying MDEQ's final construction observation;
- j. Within 45 days of Project completion, but no later than September 30, 2026, whichever is earlier, unless an extension of this date is specifically authorized by MDEQ, SUBRECIPIENT must submit the following: Final Report, as listed in Article 11, the engineer's certification of compliance with plans, specifications, and contract documents; final professional services contract amendments, if any; and all other administrative forms and documents required by the Agreement.

(2) To the extent any documents required to be submitted in Attachment A, Article (1) above were submitted with the MCWI Grant Application through the Application Portal, the documents do not need to be resubmitted.

(3) All documents required to be submitted in Attachment A, Article (1) above, shall be uploaded to the Documents Portal at <https://www.mswaterinfrastructure.com>.

ATTACHMENT B

SYSTEMS AND PROCESSES FOR FINANCIAL MANAGEMENT RECOMMENDATIONS AND/OR CORRECTIVE ACTION PLAN

An evaluation for the assessment of uncontrolled risks of the SUBRECIPIENT's systems and processes for financial management was performed as of part of the initial subaward process by MDEQ, acting on behalf of the State of Mississippi, as administrator of this Subaward Agreement. MDEQ requests the SUBRECIPIENT provide the following information to MDEQ as part of observations made during the evaluation. MDEQ reserves the right to re-evaluate the assessment of uncontrolled risks upon subsequently identified facts:

1. SUBRECIPIENT agrees to provide MDEQ with a copy of their annual audited financial statements within 60 days of the report release date throughout the Period of Performance.
2. SUBRECIPIENT agrees to promptly notify MDEQ of any significant changes made to the SUBRECIPIENT's current policies and procedures that would impact financial management systems and processes, specifically those communicated as part of the evaluation, from which the current residual risk levels were derived.
3. SUBRECIPIENT agrees to promptly notify MDEQ of any level of fraud or abuse discovered within the organization without regard to materiality that is related to the operation of the Project, as well as other pervasive deficiencies identified for grant management practices from any source, both external and internal, throughout the program performance period.
4. If deficiencies, significant deficiencies and/or material weaknesses are reported to the SUBRECIPIENT, as part of any assurance, attestation, or monitoring engagement during the program performance period, SUBRECIPIENT agrees to provide its response(s) and/or corrective action plan(s) to MDEQ so that prompt action can be taken by MDEQ to mitigate any elevated level of uncontrolled risk that could potentially impact MDEQ's or the SUBRECIPIENT's ability to comply with Federal Award and/or subaward requirements.
5. SUBRECIPIENT agrees that MDEQ has the right to perform monitoring procedures as deemed appropriate by MDEQ based on the assessed risk of noncompliance.

ATTACHMENT C
SUBAWARD TERMS AND CONDITIONS
FOR CONTRACTED PARTIES

1. AUTHORITY TO PARTICIPATE IN THIS AGREEMENT

The Contracted Party certifies that (a) it is either a 1) state agency, 2) a validly organized business that is authorized to do business in the state of Mississippi, 3) a nongovernmental organization, or 4) a political subdivision of the state of Mississippi with valid authority to enter into this agreement and; (b) entry into and performance under this agreement is not restricted or prohibited by any loan, security, financing, contractual, or other agreement of any kind; and (c) notwithstanding any other provision of this Agreement to the contrary, that there are no existing legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under this agreement.

2. DEBARMENT AND SUSPENSION

Contractor/Contracted Parties certifies to the best of its knowledge and belief, that it:

A. is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transaction by any federal department or agency or any political subdivision or agency of the State of Mississippi;

B. has not, within a three (3) year period preceding this Agreement, been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction;

C. has not, within a three (3) year period preceding this Agreement, been convicted of or had a civil judgment rendered against it for a violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

D. is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of these offenses enumerated in Article 2.B. and Article 2.C., above; and,

E. has not, within a three (3) year period preceding this Agreement, had one or more public transactions (federal, state, or local) terminated for cause or default.

This agreement is subject to 31 C.F.R. Part 19.

3. INDEMNIFICATION

To the extent allowed by state law, Contracted Party agrees to indemnify and save, release and hold harmless the State of Mississippi, the Commission on Environmental Quality, MDEQ, all of their employees and officers, and the Department's contractors from and against any and all

claim, demand, cause of action, liability, loss, damage, injury, suit, judgment, debt and cost, including attorney's fees or expenses on the part of any Contracted Party, their agents or employees or any other parties arising out of or incident to, any and all Work under the terms of this Agreement.

4. RELATIONSHIP STATUS

The Contracted Party acknowledges and agrees that MDEQ is not a party, in any manner whatsoever, to any contract between the SUBRECIPIENT and the construction contractor(s), engineer(s), attorney(s), equipment supplier(s), contractor(s), or between any other parties of any kind whatsoever (hereinafter collectively referred to as "vendor"). The SUBRECIPIENT and Contracted Party also acknowledge and agree that any benefit to vendors contracting with the SUBRECIPIENT or Contracted Parties arising from or associated with this Agreement is strictly incidental and all such vendors are not and are not intended to be considered as third party beneficiaries under any agreement between MDEQ and the SUBRECIPIENT.

Upon execution of any contract between the SUBRECIPIENT and any other party in regard to the project, MDEQ does not assume any authorities, duties, responsibilities, or liabilities under such contract. The SUBRECIPIENT and Contracted Party shall not have any authority to bind or otherwise obligate MDEQ, directly or indirectly, under any contract or agreement between the SUBRECIPIENT and any other party. The SUBRECIPIENT, Contracted Party and its vendors acknowledge and agree that any action taken by MDEQ in its role of grantor, or in its separate and distinct role as regulator shall not in any way change or alter its position as that of grantor.

MDEQ does not have any authority, duty, responsibility, or liability in contract claims or dispute identification, negotiation, resolution, or any other actions regarding contract claims under the contract(s) between the SUBRECIPIENT and any other party. The SUBRECIPIENT and the Contracted Party acknowledge and agree that MDEQ is not obligated to review, comment on, approve, or discuss the merits of any contract claims presented by or to any party. Any MDEQ reviews, approvals, observations, presence at meetings, written communications, verbal communications or other actions are not to be interpreted as addressing the merits of any claims, nor are they to be construed as interpreting the contract between the SUBRECIPIENT and the Contracted Party or any other parties.

5. ACCESS TO RECORDS

Provided Contracted Party is given reasonable advance written notice and such inspection is made during normal business hours of Contracted Party, then the Government Accountability Office, MDEQ, the State or any duly authorized representatives shall have unimpeded, prompt access to any of Contracted Party's books, documents, papers, and other records which are maintained or produced as a result of the Project for the purpose of making audits, investigations, examinations, excerpts, transcriptions, and copies of such documents. This right also includes timely and reasonable access to the Contracted Party's personnel for the purpose of interview and discussion related to such documents. All records related to this Agreement shall be retained by Contracted Party for a minimum of ten (10) years after final payment is made under this Agreement and all pending matters are closed; however, if any audit, litigation or other action arising out of or related in any way to this Project is commenced before the end of the ten (10) year period, the

records shall be retained for one (1) year after all issues arising out of the action are finally resolved or until the end of the ten (10) year period, whichever is later.

Contracted Party is not required to retain the above-mentioned records for the ten (10) year period prescribed in this Section and the “Right to Audit” provision only if all of the following conditions are satisfied:

A. Contracted Party has provided all of the documents described above and in the “Right to Audit” provision to MDEQ prior to the expiration of the ten (10) year retention period and a certification stating the same is simultaneously provided in writing to MDEQ;

B. No audit, litigation or other action arising out of or related in any way to this Project is commenced before Contracted Party provides the records and corresponding certification to MDEQ, in which case, Contracted Party shall retain the records until all issues arising out of the action are finally resolved; and

C. Contracted Party provides MDEQ a minimum of thirty (30) days written notice before providing the above-mentioned records and corresponding certification.

6. RECORD RETENTION AND RIGHT TO AUDIT

The Contracted Party shall maintain and retain books, documents, papers, financial records and other records, including electronic records, as may be prescribed by the MDEQ or by applicable federal and state laws, rules, and regulations. Contracted Party shall retain these records for a period of ten (10) years after final payment. These records shall be made available during the term of the Agreement and the subsequent ten (10) year period for examination, transcription, and audit by MDEQ, the Mississippi State Auditor’s Office, its designees, or other authorized bodies, including the Office of Inspector General. If any litigation, claim, investigation, or audit relating to this Agreement or an activity funded under the Agreement is started before the expiration of the ten (10) year period, the records must be retained until all litigation, claims, investigations, or audit findings involving the records have been resolved and final action taken.

7. RIGHT TO INSPECT WORK; SITE ACCESS

MDEQ and their representatives, invitees, and consultants shall have access and the right to conduct announced and unannounced onsite and offsite physical visits to inspect all Work hereunder. Upon request by MDEQ, Contracted Party shall provide MDEQ and its representatives, invitees, and consultants with the opportunity to participate in site inspections, meetings, and/or teleconferences, as appropriate, related to the performance of the Work.

8. CONFLICT OF INTEREST

The Contracted Party covenants that he presently has no interest and shall not acquire any interest direct or indirect in the Project that is the subject to this Agreement or any parcels therein, where applicable, or any other interest which would conflict in any manner or degree with the performance of his services hereunder. The Contracted Party further covenants that, in the performance of this agreement, no person having any such interest shall be employed.

The Contracted Party agrees to establish safeguards to prohibit employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have a family, business, or other tie.

9. COOPERATION AND EVALUATION

The Contracted Party agrees to assist and cooperate with the MDEQ or its duly designated representatives in the monitoring of the Project(s) to which the Agreement relates, and to provide in form and manner approved by MDEQ such monitoring reports, progress reports, and the like as may be required and to provide such reports at the times specified.

Further, the Contracted Party agrees to cooperate with MDEQ or its duly designated representatives by providing timely responses to all reasonable requests for information to assist in evaluation of the accomplishments of the Project and the agreement for a period of ten (10) years after the date on which the Final Reports are provided.

**MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY
MISSISSIPPI MUNICIPALITY AND COUNTY WATER INFRASTRUCTURE GRANT**

**STATE OF MISSISSIPPI
COUNTY OF HINDS**

MDEQ AGREEMENT NO. 63-1-DW-5.15

SUBAWARD AGREEMENT

This document is a Subaward Agreement (this “Agreement”) between the Mississippi Department of Environmental Quality (“MDEQ”), a Pass-through entity as defined in 2 C.F.R. § 200.1, and City of Ridgeland, UEI Number: P7XTS2JAMHC9 (“SUBRECIPIENT”, and together with MDEQ, the “Parties”, and each, a “Party”) to provide grant funds for the Work conducted under the Mississippi Municipality and County Water Infrastructure (“MCWI”) Grant Program (the “Program”) as specified in Article 4.

1. SOURCE OF FUNDS

The grant funds provided by this Agreement are made available pursuant to the MCWI Grant Program Act of 2022, Mississippi Senate Bill 2822, 2022 Regular Session (April 26, 2022), provided through funds awarded to the State of Mississippi through the American Rescue Plan Act (“ARPA”), Public Law 117-2 (March 11, 2021), provided through the U.S. Department of Treasury pursuant to Federal Award #SLFRP0003 and CFDA No. 21.027 (Coronavirus State and Local Fiscal Recovery Funds) awarded on May 10, 2021 and subsequently to MDEQ through Mississippi Senate Bill 3056, 2022 Regular Session (April 26, 2022).

2. PROJECT

Under this Agreement, MDEQ agrees to disburse funds to SUBRECIPIENT in accordance with the terms herein to reimburse the costs associated with SUBRECIPIENT’s implementation of the project entitled “City-Wide Advanced Water Meter Improvements” (the “Project”).

3. PURPOSE

The purpose of this Project is to make a necessary investment in an upgrade to SUBRECIPIENT’s existing drinking water infrastructure. The Project is not for Research and Development.

4. SCOPE OF WORK

SUBRECIPIENT shall perform the tasks as described and identified in Attachment “A”, Scope of Work (the “Work”).

5. TERMS AND CONDITIONS

SUBRECIPIENT is subject to U.S. Treasury’s regulations governing ARPA, and all applicable terms and conditions in 2 C.F.R. Part 200 of the Office of Management and Budget (“OMB”) Uniform Guidance for Grants and Cooperative Agreements, as amended, including

Appendix II to Part 200, and all other OMB circulars, executive orders or other federal laws or regulations applicable to the services provided under this Agreement. All of these terms and conditions of this Agreement apply to SUBRECIPIENT and, as applicable, its Contractors/Contracted Parties.

6. **PERIOD OF PERFORMANCE**

The Period of Performance shall commence upon the execution of this Agreement and shall end on **September 30, 2026**. Costs incurred on March 3, 2021, or thereafter, but prior to the commencement of the Period of Performance may be reimbursed provided MDEQ determines such costs are allowable and eligible. SUBRECIPIENT agrees to complete all tasks included in the Scope of Work within this Period of Performance, unless otherwise specified in writing by MDEQ. If, at any time during the Period of Performance of this Agreement, SUBRECIPIENT determines, based on the Work performed to date, that the Work cannot be completed within the Period of Performance, SUBRECIPIENT shall so notify MDEQ immediately in writing.

Failure to adhere to the requirements placed on MCWI funds can result in termination of this Agreement and may result in a demand for repayment by MDEQ. Moreover, if MDEQ is required to return any funds as a result of misspending on the part of SUBRECIPIENT, MDEQ reserves the right to seek and receive repayment of the amount of funds in question.

7. **CONSIDERATION AND PAYMENT**

A. *Project Cost.* The total Project cost shall not exceed **\$3,755,672.70**, with said amount broken down as follows:

i. MCWI Grant Funds shall not exceed **\$1,750,000.00**;

ii. The Local Fiscal Recovery Funds (“LFRF”) received by SUBRECIPIENT from the U.S. Treasury or the Mississippi Department of Finance and Administration used as matching funds in this Agreement shall not exceed **\$1,750,000.00**;

iii. Any LFRF transferred to SUBRECIPIENT from a county or municipality (“Transferred LFRF”) shall not exceed **\$0.00**;

iv. Any other funds that SUBRECIPIENT obligates(ed) to the project that are not eligible for MCWI match (“Other Funds”) shall not exceed **\$255,672.70**.

B. Professional fees that will be reimbursed with MCWI Grant Funds shall not exceed **\$150,226.91**. This amount is included in, and is not in addition to, the maximum MCWI Grant Funds specified in Article 7.A.i, above and Article 7.C., below.

SUBRECIPIENT understands and acknowledges that the amount of professional fees, as defined in the MCWI Regulations, Rule 1.1 E. (18), that may be matched with MCWI Grant Funds is limited to no more than 4% of the total amount of costs actually

incurred on the Project, which in no case may be more than the total Project cost set forth in Article 7.A., above.

C. *Consideration.* As consideration for the performance of the tasks included in this Agreement, MDEQ agrees to reimburse SUBRECIPIENT an amount not to exceed **One Million Seven Hundred Fifty Thousand Dollars and Zero Cents (\$1,750,000.00)** (the “Maximum Amount”).

MDEQ is under no obligation to provide funds to SUBRECIPIENT if SUBRECIPIENT has not met, or does not continue to meet, minimum federal requirements to receive funds, such as but not limited to, adhering to applicable procurement requirements found in 2 C.F.R. Part 200 *et al.* Moreover, MDEQ bears no responsibility relative to SUBRECIPIENT’s expenditure of its own funds. To that end, in the process of review of documentation for reimbursement, as well as compliance monitoring activities associated with the Program, MDEQ is not responsible or liable for any expenditure made by SUBRECIPIENT with its funds. As such, SUBRECIPIENT is solely responsible for compliance with federal and state requirements associated with its LFRF, its LFRF Transferred Funds, and any other funds it uses towards its Project that are not a part of the MCWI Grant Funds. SUBRECIPIENT must substantiate all expenditures in a compliant manner. MDEQ is under no obligation to reimburse costs incurred that are not demonstrably compliant with federal and state law.

D. *Payment.* Subject to available funding, as set forth in the terms and conditions of this Agreement, MDEQ shall pay all properly invoiced amounts due to SUBRECIPIENT within forty-five (45) days after MDEQ’s receipt of such invoice, except for any amounts disputed by MDEQ in good faith. Legislative approval may be required where MDEQ receives any claim of payment from SUBRECIPIENT that includes Work performed outside a one (1) year period from receipt of such invoice.

i. *Request for Payment.* SUBRECIPIENT shall request payment of funds hereunder for Project costs on a reimbursement basis (such requests, “Reimbursement Requests”), unless otherwise directed by MDEQ. SUBRECIPIENT shall submit Reimbursement Requests and supporting documentation of costs incurred as required by MDEQ to the MCWI Reimbursement Portal, located at <https://www.mswaterinfrastructure.com>. All Reimbursement Requests for time periods ending June 30 of any year, during the Period of Performance under this Agreement, shall be submitted no later than July 31 of that same year. Final invoice(s) shall be submitted to MDEQ no later than September 30, 2026. The Reimbursement Request shall include, at a minimum, breakdowns of personnel, position, dates worked, tasks performed, and totals for contract costs, materials, supplies and equipment, included in the Reimbursement Request. SUBRECIPIENT shall make Reimbursement Requests in accordance with the following procedures and subject to the following terms and conditions:

1. SUBRECIPIENT may make Reimbursement Requests no more frequently than once monthly during the Period of Performance of this Agreement.

2. SUBRECIPIENT shall request payment under this Agreement only for the costs necessary to complete the Scope of Work specifically stated and required under this Agreement.

3. SUBRECIPIENT shall not request payment under this Agreement for other services or other work the SUBRECIPIENT or its contractors may provide under any other Subaward or Contract not related to this Project.

4. SUBRECIPIENT shall provide on each Reimbursement Request the amount of its LFRF, Transferred LFRF and Other Funds expended. SUBRECIPIENT shall also provide the amount requested for professional fees. MDEQ will then determine the amount of MCWI Grant Funds that each Reimbursement Request qualifies for within the Program regulations and procedures.

5. SUBRECIPIENT understands that no payment, including final payment, shall be interpreted as acceptance of defective and incomplete Work, and SUBRECIPIENT shall remain responsible for performance in strict compliance with this Agreement. If MDEQ rejects, condemns or fails to approve any part of the Scope of Work, it may issue a Notice to Cure or terminate this Agreement.

6. MDEQ reserves the right to refuse to pay all or any part of the funds requested in a Reimbursement Request for any of the following reasons: 1) at MDEQ's discretion, the costs SUBRECIPIENT is seeking reimbursement for are not reasonable or necessary for the completion of the Work in this Agreement, 2) at MDEQ's discretion, the costs are ineligible for reimbursement under this Project, 3) at the time the request is submitted SUBRECIPIENT has failed to comply with any term or condition of this Agreement, 4) at the time the request is submitted the SUBRECIPIENT has otherwise failed to perform the Work to date in accordance with the Scope of Work, or 5) at the time the request is submitted the SUBRECIPIENT has otherwise failed to comply with applicable state, federal, or local laws and regulations.

ii. *Indirect Cost Rate.* Reimbursement of indirect costs and/or overhead is not allowed under this Agreement.

E. *Limitations on Expenditures.* MDEQ shall reimburse SUBRECIPIENT only for documented expenditures incurred on or after March 3, 2021: (i) reasonable and necessary to carry out the Scope of Work described in Attachment A; (ii) documented by contracts or other evidence of liability and (iii) incurred in accordance with all applicable requirements for the expenditure of funds payable under this Agreement.

F. *Improper Payments.* Any item of expenditure by SUBRECIPIENT under the terms of this Agreement which is found by auditors, investigators, other authorized

representatives of MDEQ, the U.S. Treasury, the Mississippi State Auditor or other federal or state instrumentality to be improper, unallowable, in violation of federal or state law, or the terms of this Agreement, or involving any fraudulent, deceptive, or misleading representations or activities of SUBRECIPIENT shall become SUBRECIPIENT's liability, and shall be paid solely by SUBRECIPIENT, immediately upon notification of such, from funds other than those provided by MDEQ under this Agreement. This provision shall survive the expiration or termination of this Agreement.

Any funds that are paid by MDEQ to SUBRECIPIENT that are not necessary for the completion of the Work in this Agreement and/or that are deemed ineligible must be returned to MDEQ immediately upon receiving MDEQ's written notification for return of funds.

G. *Clawback.* If funds are expended improperly or if an expense submitted for reimbursement is disallowed or deemed ineligible under federal, state or local laws and regulations, then payments to SUBRECIPIENT may be subject to clawback by MDEQ, the State of Mississippi or the U.S. Treasury.

8. **AMENDMENTS OR MODIFICATION**

This Agreement may only be amended, modified, or supplemented by written agreement signed by the Parties hereto.

9. **PROGRESS REPORTS**

SUBRECIPIENT shall provide required progress reports during the Period of Performance of this Agreement in a format prescribed by MDEQ. These reports shall be submitted in accordance with the following schedule, which may be amended from time to time:

<u>REPORTING PERIOD</u>	<u>DEADLINE</u>
October – December	January 15
January – March	April 15
April – June	July 15
July – September	October 15

This provision shall survive the expiration or termination of this Agreement with respect to any reports which SUBRECIPIENT is required to submit to MDEQ following the expiration or termination of this Agreement.

10. **FAILURE TO TIMELY PERFORM**

SUBRECIPIENT shall take all reasonable measures to ensure MCWI Grant Funds and LFRF used for MCWI matching funds are obligated by 11:59 p.m. on August 30, 2024. SUBRECIPIENT acknowledges and agrees that its failure to obligate MCWI Grant Funds and LFRF used for MCWI matching funds by 11:59 p.m. on August 30, 2024, may result in MDEQ modifying the MCWI Grant Funds awarded or terminating this Agreement.

If SUBRECIPIENT refuses or fails to perform any of the provisions of this Agreement with such diligence as will ensure its completion within the time specified in this Agreement or any extension thereof authorized by MDEQ or if SUBRECIPIENT otherwise fails to satisfy the Agreement provisions or commits any other substantial breach of this Agreement, MDEQ may notify SUBRECIPIENT in writing of the delay or nonperformance. If such delay or nonperformance is not cured in ten (10) days or any longer time specified in writing by MDEQ, MDEQ may terminate SUBRECIPIENT's right to proceed with the Agreement or such part of the Agreement as to which there has been delay or a failure to perform properly.

Notwithstanding termination of the Agreement and subject to any directions by MDEQ, SUBRECIPIENT shall take timely, reasonable, and necessary action to protect and preserve property in the possession of SUBRECIPIENT in which the State has an interest.

11. FINAL PAYMENT AND REPORT

When SUBRECIPIENT has performed all the Work, SUBRECIPIENT shall transmit to MDEQ a comprehensive report on the Work in a format prescribed by MDEQ (the "Final Report"). The Final Report shall be provided by SUBRECIPIENT to MDEQ within forty-five (45) days of Project completion in a format prescribed by MDEQ. Upon acceptance of Final Report, MDEQ will process final Reimbursement Request.

Upon satisfactory completion of the Work performed under this Agreement, as a condition before final payment under this Agreement or as a termination settlement under this Agreement, SUBRECIPIENT shall certify to MDEQ, on a form provided by MDEQ, that the final payment amount is the remaining amount that SUBRECIPIENT is owed under this Agreement and that no additional payment for its Work under this Project will be submitted for reimbursement. Unless otherwise provided in the Agreement, by state law or otherwise expressly agreed to by the Parties in this Agreement, final payment under this Agreement or settlement upon termination of this Agreement shall not constitute a waiver of MDEQ's claims against SUBRECIPIENT or its sureties under this Agreement.

In consideration of the execution of this Agreement by MDEQ, SUBRECIPIENT agrees that acceptance of final payment from MDEQ will constitute an agreement by SUBRECIPIENT to release and forever discharge MDEQ, its agents, employees, officers, representatives, affiliates, successors and assigns from any and all claims, demands, damages, liabilities, actions, causes of action or suits of any nature whatsoever, which SUBRECIPIENT has at the time of acceptance of final payment or may thereafter have, arising out of, in connection with or in any way relating to any and all injuries and damages of any kind as a result of or in any way relating to this Agreement.

12. FINANCIAL MANAGEMENT AND COMPLIANCE

MDEQ requires that SUBRECIPIENT have in place, prior to the receipt of funds, a financial management system that will be able to isolate and trace every dollar funded under this Agreement from receipt to expenditure and have on file appropriate support documentation for each transaction. Examples of documentation include but are not limited to copies of checks paid to vendors, vendor invoices, bills of lading, purchase vouchers, payrolls, bank statements and reconciliations, and real property and easement appraisals. Prior to the submittal of any such

documentation to MDEQ, SUBRECIPIENT shall redact, in accordance with the definition of “Protected Personally Identifiable Information” (“Protected PII”) as defined in 2 C.F.R. § 200.1, all information reflecting an individual's first name or first initial and last name in combination with any one or more of types of information, including, but not limited to, social security number, passport number, credit card numbers, clearances, bank numbers, biometrics, date and place of birth, mother's maiden name, criminal, medical and financial records, educational transcripts. This does not include PII as defined in 2 C.F.R. § 200.1 that is required by law to be disclosed. SUBRECIPIENT and any Contracted Parties (as such term is defined in Article 13 of this Agreement) are limited to the travel rates of the State of Mississippi, including dining and hotels, in place at the time of the expenditure for which reimbursement is sought; and SUBRECIPIENT shall audit any such invoice for same, clearly indicating the actual expense and the adjustment, if any.

SUBRECIPIENT certifies that all information provided to MDEQ or its representatives as part of the initial risk assessment for this Work is complete and accurate. SUBRECIPIENT agrees to submit to and cooperate with MDEQ in any additional risk assessment evaluation and periodic audit procedures to ensure adequate financial management of all funds. Further, SUBRECIPIENT shall continue to implement any recommendations and/or corrective action plan set forth in the report transmitted to SUBRECIPIENT based on the findings of the systems and processes for financial management, a copy of which is attached hereto as Attachment “B” and incorporated herein in its entirety.

13. **CONTRACTS**

SUBRECIPIENT shall be responsible for accountability of funds, compliance with Project specifications, and Project management by its contractors. MDEQ shall not bear responsibility for any liability caused or incurred by any contractor in performing Work. MDEQ shall not be deemed by virtue of this Agreement to have any contractual obligation to, or relationship with, any of SUBRECIPIENT’s contractors, and the Parties agree and acknowledge that, as between MDEQ and SUBRECIPIENT, all Work shall be deemed to be the responsibility of, and performed by, SUBRECIPIENT. No contractor or other recipient of funds from MDEQ under this Agreement shall be deemed to be an agent, representative, employee or servant of MDEQ in connection with this Agreement. The parties with whom contracts or subaward agreements are entered into by the SUBRECIPIENT shall be referred to herein as “Contractor”, “Contracted Party”, or “Contracted Parties”. In addition to ensuring that its Contracted Parties follow the applicable terms in this Agreement, SUBRECIPIENT shall require all terms and conditions set forth in Attachments “A” and “C” attached hereto to be included in all agreements between the SUBRECIPIENT and Contracted Parties, and in all agreements between Contracted Parties and Contracted Parties’ contractors/sub-contractors.

14. **APPLICABLE LAW**

The Agreement shall be governed by and construed in accordance with the laws and regulations of the State of Mississippi and applicable federal law excluding, its conflict of laws provisions, and any litigation with respect thereto shall be brought in the courts of the State. SUBRECIPIENT shall comply with applicable federal, state, and local laws and regulations, including, but not limited to, the following:

A. *Authorizing Statutes.* Section 603 of the *Social Security Act* (42 U.S.C. § 803), as added by section 9901(a) of the *American Rescue Plan Act of 2021* (Pub. L. No. 117-2) and Mississippi Senate Bill No. 2822, entitled the Mississippi Municipality and County Water Infrastructure Grant Program Act of 2022, Regular Session 2022 (April 26, 2022).

B. *Implementing Regulations.* Subpart A of 31 C.F.R. Part 35 (Coronavirus State and Local Fiscal Recovery Funds), as adopted in the *Coronavirus State and Local Fiscal Recovery Funds* interim final rule (86 Fed. Reg. 26786, applicable May 17, 2021 through March 31, 2022) and final rule (87 Fed. Reg. 4338, applicable January 27, 2022 through the end of the ARP/CSLFRF award term), and other subsequent regulations implementing Section 603 of the *Social Security Act* (42 U.S.C. § 803), as well as MDEQ regulations, entitled “Mississippi Commission on Environmental Quality Regulations for the Mississippi Municipality and County Water Infrastructure Grant Program.”

C. *Guidance Documents.* Applicable guidance documents issued from time-to-time by the US Department of Treasury and MDEQ, including the currently applicable version of the *Compliance and Reporting Guidance: State and Local Fiscal Recovery Funds*.¹

D. *Licenses, Certifications, Permits, Accreditation.* SUBRECIPIENT shall obtain and keep current any license, certification, permit, or accreditation required by federal, state, or local law and shall submit to MDEQ proof of any licensure, certification, permit or accreditation upon request.

15. **AVAILABILITY OF FUNDS**

It is expressly understood and agreed that the obligation of MDEQ to proceed under this Agreement is conditioned upon the availability of the funds from state, federal, and/or other funding sources. If the funds anticipated for the continuing fulfillment of the Agreement are, at any time, not forthcoming or insufficient, either through the failure of the federal government to provide funds or of the State of Mississippi to appropriate funds or the discontinuance or material alteration of the program under which funds were provided or if funds are not otherwise available to MDEQ, MDEQ shall have the right upon ten (10) working days written notice to the SUBRECIPIENT, to terminate this Agreement without damage, penalty, cost or expenses to MDEQ of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.

16. **REPRESENTATION REGARDING CONTINGENT FEES**

SUBRECIPIENT represents that it has not retained a person to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee.

¹ <https://home.treasury.gov/system/files/136/SLFRF-Compliance-and-Reporting-Guidance.pdf>.

17. **REPRESENTATION REGARDING GRATUITIES**

SUBRECIPIENT represents that it has not violated, is not violating, and promises that it will not violate the prohibition against gratuities set forth in Section 6-204 (Gratuities) of the *Mississippi Public Procurement Review Board Office of Personal Service Contract Review Rules and Regulations* and Section 9.105 (Gratuities) of the Mississippi Procurement Manual.

18. **UNIFORM ADMINISTRATIVE REQUIREMENTS**

SUBRECIPIENT shall comply with the *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, 2 C.F.R. Part 200 (“UG”), as adopted by the Department of Treasury at 2 C.F.R. Part 1000 and as set forth in the Assistance Listing for ARP/CSLFRF (21.027). These requirements dictate how SUBRECIPIENT must administer the Subaward and how MDEQ must oversee SUBRECIPIENT. As a condition of receipt of the grant funds authorized in this Agreement, SUBRECIPIENT agrees to watch the video entitled “American Rescue Plan Act State & Local Fiscal Recovery Funds, Procurement Overview” found at <https://www.mswaterinfrastructure.com>.

The applicable UG provisions are as follows:

- Subpart A, Acronyms and Definitions;
- Subpart B, General Provisions;
- Subpart C, Pre-Federal Award Requirements and Contents of Federal Awards (except 2 C.F.R. §§ 200.204, .205, .210, and .213);
- Subpart D, Post Federal Award Requirements (except 2 C.F.R. §§ 200.305(b)(8) and (9), .308, .309, and .320(c)(4));
- Subpart E, Cost Principles;
- Subpart F, Audit Requirements;
- 2 C.F.R. Part 25 (Universal Identifier and System for Award Management);
- 2 C.F.R. Part 170 (Reporting Subaward and Executive Compensation Information); and
- 2 C.F.R. Part 180 (OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Non-procurement)).

SUBRECIPIENT shall document compliance with UG requirements, including adoption and implementation of all required policies and procedures, within thirty (30) days of the execution of this Agreement and during all subsequent reviews during the term of the Agreement. It is SUBRECIPIENT’s responsibility to comply with all UG requirements. Failure to do so may result in termination of the Agreement by MDEQ.

All real property acquired or improved, and equipment or supplies purchased in whole or in part with MCWI Grant Funds and/or LFRF, must be used, insured, managed, and disposed of in accordance with 2 C.F.R. § 200.311 through 2 C.F.R. § 200.316.

19. **SUBAWARDS**

If SUBRECIPIENT is authorized by MDEQ to make a Subaward, SUBRECIPIENT must include and incorporate the terms and conditions of this Agreement and any attachments, in all lower tier Subawards. Further, SUBRECIPIENT, who makes a Subaward, must follow and carry out all the responsibilities of a Pass-through entity described at 2 C.F.R. Part 200.

20. **COMPLIANCE WITH LAWS**

SUBRECIPIENT understands that MDEQ is an equal opportunity employer and therefore, maintains a policy which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, disability, genetic information, or any other consideration made unlawful by federal, state, or local laws. All such discrimination is unlawful, and SUBRECIPIENT agrees during the Period of Performance of the Agreement that SUBRECIPIENT will strictly adhere to this policy in its employment practices and work performance under this Agreement. SUBRECIPIENT shall comply with, and all activities under this Agreement shall be subject to, all applicable federal, state, and local laws and regulations, as now existing and as may be amended or modified.

Nothing contained in this Agreement may be deemed or construed in any way to stop, limit, or impair MDEQ from exercising or performing any regulatory, legislative, governmental, or other powers or functions.

SUBRECIPIENT is required to review and understand the requirements, limitations and restrictions placed upon them under ARPA, including the information provided by the State and Local Fiscal Recovery Fund Final Rule.²

SUBRECIPIENT is required to review and understand the requirements, limitations and restrictions placed upon them under Mississippi Senate Bill 2822 of the 2022 Legislative Session.³

SUBRECIPIENT is required to review and understand the requirements, limitations and restrictions placed upon them under by the Regulations promulgated by MDEQ.⁴

21. **STOP WORK ORDER**

A. *Order to Stop Work:* MDEQ may, by written order to SUBRECIPIENT at any time and without notice to any surety, require SUBRECIPIENT to stop all or any part of the Work called for by this Agreement. This order shall be for a specified period not exceeding ninety (90) days after the order is delivered to SUBRECIPIENT, unless the Parties agree to any further period. Any such order shall be identified specifically as a stop work order issued pursuant to this clause. Upon receipt of such an order, SUBRECIPIENT shall forthwith comply with its terms and take all reasonable steps to minimize the occurrence of costs allocable to the Work covered by the order during the period of work

² <https://www.govinfo.gov/content/pkg/FR-2022-01-27/pdf/2022-00292.pdf>

³ <https://mswaterinfrastructure.com/wp-content/uploads/2022/06/Mississippi-Senate-Bill-2822.pdf>

⁴ <https://mswaterinfrastructure.com/wp-content/uploads/2022/07/MCWI-Regulations-Final.pdf>

stoppage. Before the stop work order expires, or within any further period to which the Parties shall have agreed, MDEQ shall either:

- i. cancel the stop work order; or
- ii. terminate the Work covered by such order as provided in the Termination for Default clause or the Termination for Convenience clause of this Agreement.

B. *Cancellation or Expiration of the Order:* If a stop work order issued under this clause is canceled at any time during the period specified in the order or if the period of the order or any extension thereof expires, SUBRECIPIENT shall have the right to resume Work. An appropriate adjustment may be made in the Period of Performance or Maximum Amount, or both, and the Agreement shall be modified in writing accordingly if:

- i. The stop work order results in an increase in the time required for, or in SUBRECIPIENT's cost properly allocable to, the performance of any part of this Agreement; and
- ii. SUBRECIPIENT provides a written claim for such an adjustment within thirty (30) days after the end of the period of work stoppage; provided that MDEQ decides that the facts justify such action and any such claim asserted may be received and acted upon at any time prior to final payment under this Agreement.

C. *Termination of Stopped Work:* If a stop work order is not canceled and the Work covered by such order is terminated for default or convenience, the reasonable costs resulting from the stop work order may be allowed by adjustment or otherwise.

22. **E-PAYMENT**

SUBRECIPIENT agrees to accept all payments in United States currency via the State of Mississippi's electronic payment and remittance vehicle. MDEQ agrees to make payment in accordance with Mississippi law on "Timely Payments for Purchases by Public Bodies," which generally provides for payment of undisputed amounts by the agency within forty-five (45) days of receipt of invoice. Miss. Code Ann. § 31-7-305.

23. **INTERVENTIONS**

If MDEQ determines that SUBRECIPIENT is not in compliance with this Agreement, MDEQ may initiate an intervention, in accordance with 2 C.F.R. § 200.208 and 2 C.F.R. § 200.339. The degree of SUBRECIPIENT's performance or compliance deficiency will determine the degree of intervention. All possible interventions are listed below and will depend on the degree of deficiency in SUBRECIPIENT's performance or compliance deficiency.

If MDEQ determines that an intervention is warranted, it shall provide written notice to SUBRECIPIENT of the intervention within thirty (30) days of the completion of a report review, desk review, onsite review, audit review, or procedures engagement review, or as soon as possible

after MDEQ otherwise learns of a compliance or performance deficiency related to the execution of this Agreement. The written notice shall notify SUBRECIPIENT of the following related to the intervention:

- (1) The nature of the additional requirements;
- (2) The reason why the additional requirements are being imposed;
- (3) The nature of the action needed to remove the additional requirement, if applicable;
- (4) The time allowed for completing the actions if applicable; and
- (5) The method for requesting reconsideration of the additional requirements imposed.

MDEQ may impose, but is not limited to, the following interventions on SUBRECIPIENT, based on the level of the compliance or performance deficiency that MDEQ determines:

Level 1 Interventions. These interventions may be required for minor compliance or performance issues:

- (1) SUBRECIPIENT addresses specific internal control, documentation, financial management, compliance, or performance issues within a specified time period; and/or
- (2) More frequent or more thorough reporting by the SUBRECIPIENT; and/or
- (3) More frequent monitoring by MDEQ; and/or
- (4) Required SUBRECIPIENT technical assistance or training.

Level 2 Interventions. These interventions may be required for more serious compliance or performance issues:

- (1) Restrictions on funding payment requests by SUBRECIPIENT; and/or
- (2) Disallowing payments to SUBRECIPIENT; and/or
- (3) Requiring repayment for disallowed cost items; and/or
- (4) Imposing probationary status on SUBRECIPIENT.

Level 3 Interventions. These interventions may be required for significant and/or persistent compliance or performance issues:

- (1) Temporary or indefinite funding suspension to SUBRECIPIENT; and/or
- (2) Nonrenewal of funding to SUBRECIPIENT in subsequent year; and/or
- (3) Terminate funding to SUBRECIPIENT in the current year; and/or
- (4) Initiate legal action against SUBRECIPIENT.

Interventions will remain in place until the underlying performance or compliance deficiency is addressed to the sole satisfaction of MDEQ.

24. **E-VERIFICATION**

If applicable, SUBRECIPIENT represents and certifies that it will ensure its compliance with the Mississippi Employment Protection Act of 2008 and will register and participate in the status verification system for all newly hired employees. Miss. Code Ann. §§ 71-11-1, *et seq.* The term “employee” as used herein means any person that is hired to perform work within the State.

As used herein, “status verification system” means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. SUBRECIPIENT agrees to maintain records of such compliance. Upon request of the State of Mississippi and after approval of the Social Security Administration or Department of Homeland Security, when required, SUBRECIPIENT agrees to provide a copy of each such verification. SUBRECIPIENT further represents and certifies that any person assigned to perform services hereafter meets the employment eligibility requirements of all immigration laws.

25. **TRANSPARENCY**

This Agreement, including any accompanying exhibits, attachments, and appendices, is subject to the “Mississippi Public Records Act of 1983” and its exceptions. See Miss. Code Ann. §§ 25-61-1 *et seq.* and Miss. Code Ann. § 79-23-1. In addition, this Agreement is subject to the provisions of the Mississippi Accountability and Transparency Act of 2008. Miss. Code Ann. §§ 27-104-151, *et seq.* Unless exempted from disclosure due to a court-issued protective order, a copy of this executed Agreement may be posted to the Department of Finance and Administration’s independent agency Agreement website for public access at <https://www.transparency.mississippi.gov>. Information identified by SUBRECIPIENT as trade secrets or other proprietary information, including confidential vendor information, or any other information which is required to be confidential by state or federal law or outside the applicable freedom of information statutes will be redacted.

26. **PAYMODE**

Payments by state agencies using the statewide accounting system shall be made and remittance information provided electronically as directed by MDEQ. These payments shall be deposited into the bank account of SUBRECIPIENT’s choice. MDEQ may, at its sole discretion, require SUBRECIPIENT to submit invoices and supporting documentation electronically at any time during the Period of Performance of this Agreement. SUBRECIPIENT understands and agrees that MDEQ is exempt from the payment of taxes. All payments shall be in United States currency.

27. **TERMINATION**

The Agreement may be terminated as follows:

A. *Termination For Convenience.*

The MDEQ may, when the interests of the State so require, terminate this Agreement in whole or in part, for the convenience of the State. MDEQ shall give written notice of the termination to SUBRECIPIENT specifying the part of the Agreement terminated and when termination becomes effective.

B. *Termination For Default.*

If SUBRECIPIENT refuses or fails to perform any of the provisions of this Agreement with such diligence as will ensure its completion within the time specified in this Agreement or any extension thereof or otherwise fails to satisfy the Agreement provisions or commits any other substantial breach of this Agreement, MDEQ may notify SUBRECIPIENT in writing of the delay or nonperformance, and if not cured in ten (10) days or any longer time specified in writing by MDEQ, MDEQ may terminate SUBRECIPIENT's right to proceed with the Agreement or such part of the Agreement as to which there has been delay or a failure to properly perform.

Notwithstanding termination of the Agreement and subject to any directions by MDEQ, SUBRECIPIENT shall take timely, reasonable, and necessary action to protect and preserve property in the possession of SUBRECIPIENT in which the State has an interest.

C. *Termination Upon Bankruptcy.*

This Agreement may be terminated in whole or in part by MDEQ upon written notice to SUBRECIPIENT, if SUBRECIPIENT should become the subject of bankruptcy or receivership proceedings, whether voluntary or involuntary, or upon the execution by SUBRECIPIENT of an assignment for the benefit of its creditors. In the event of such termination, SUBRECIPIENT shall be entitled to recover just and equitable compensation for satisfactory Work performed under this Agreement, but in no case shall said compensation exceed the total Maximum Amount.

28. **DISPUTES**

Before pleading to any judicial system at any level, SUBRECIPIENT must exhaust all administrative remedies. A written complaint must first be sent to the Executive Director of MDEQ. The decision of the Executive Director shall be reduced to writing and a copy thereof mailed or furnished to SUBRECIPIENT within fourteen (14) days after receipt of information requested by MDEQ or the Executive Director. If the decision of the Executive Director does not resolve the matter, successive administrative remedies may, at SUBRECIPIENT's option, include bringing the complaint before the Mississippi Commission on Environmental Quality pursuant to Miss. Code Ann. §§ 49-17-35 and -41. In the alternative, at SUBRECIPIENT's option, the decision of the Executive Director may be deemed the final agency action on the complaint. Appeals from the decision of the Executive Director or the Commission shall follow procedures outlined in Miss. Code Ann. § 49-17-41.

29. **ANTI-ASSIGNMENT/CONTRACTING**

SUBRECIPIENT shall not assign, contract, or otherwise transfer this Agreement, in whole or in part without the prior written consent of MDEQ, which MDEQ may, in its sole discretion, approve or deny without reason. Any attempted assignment or transfer of its obligations without such consent shall be null and void. No such approval by MDEQ of any contract shall be deemed in any

way to provide for the incurrence of any obligation of MDEQ in excess of the Maximum MCWI Grant Fund amount set forth in this Agreement, nor create any contractual relationship between MDEQ and any Contracted Parties. Contracts shall be subject to the terms and conditions of this Agreement and to any conditions of approval that MDEQ may deem necessary. Subject to the foregoing, this Agreement shall be binding upon the respective successors and assigns of the Parties.

30. **AUTHORITY TO PARTICIPATE IN THIS AGREEMENT**

SUBRECIPIENT certifies and acknowledges it is a Mississippi county, municipality or public utility, as defined in MCWI regulation, Rule 1.1. E. (17), and that it has LFRF to use as match funding for this grant. SUBRECIPIENT further certifies and acknowledges that its entry into and performance under this Agreement is not restricted or prohibited by any loan, security, financing, contractual, or other agreement of any kind; and, notwithstanding any other provision of this Agreement to the contrary, that there are no existing legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under this Agreement.

31. **DEBARMENT AND SUSPENSION**

SUBRECIPIENT certifies to the best of its knowledge and belief, that it, and its Contracted Parties:

A. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transaction by any federal department or agency or any political subdivision or agency of the State of Mississippi;

B. have not, within a three (3) year period preceding this Agreement, been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or Agreement or Contract under a public transaction;

C. have not, within a three (3) year period preceding this Agreement, been convicted of or had a civil judgment rendered against it for a violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

D. are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of these offenses enumerated in Article 31. B. and Article 31. C., above; and

E. have not, within a three (3) year period preceding this Agreement, had one or more public transactions (federal, state, or local) terminated for cause or default.

32. **FAILURE TO ENFORCE**

Failure by MDEQ, at any time, to enforce the provisions of this Agreement shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of this Agreement or any part thereof or the right of MDEQ to enforce any provision at any time in accordance with its terms.

33. **INDEMNIFICATION**

SUBRECIPIENT agrees to maintain responsibility for the Project and agrees to provide proper operation and maintenance of all facilities for the life of the Project. SUBRECIPIENT's tort liability, if it is an entity of the State of Mississippi, is determined and controlled in accordance with Miss. Code Ann. §§ 11-46-1 *et seq.*, including all defenses and exceptions contained therein. Nothing in this Agreement shall have the effect of changing or altering this liability or of eliminating any defense available to the State under statute.

To the extent allowed by state law, SUBRECIPIENT agrees to indemnify and save, release and hold harmless the State of Mississippi, the Commission on Environmental Quality, MDEQ, all of their employees and officers, and MDEQ's contractors from and against any and all claim, demand, cause of action, liability, loss, damage, injury, suit, judgment, debt and cost, including attorney's fees or expenses on the part of SUBRECIPIENT, their agents or employees or any other parties arising out of or incident to, any and all Work under the terms of this Agreement.

34. **SUBRECIPIENT STATUS**

SUBRECIPIENT shall, during the entire Period of Performance of this Agreement, be construed to be an independent SUBRECIPIENT. Nothing in this Agreement is intended to nor shall be construed to create an employer-employee relationship or a joint venture relationship.

SUBRECIPIENT represents that it is qualified to perform the duties to be performed under this Agreement and that it has, or will secure, if needed, at its own expense, applicable personnel who are qualified to perform the duties required under this Agreement. Such personnel shall not be deemed in any way, directly or indirectly, expressly or by implication, to be employees of MDEQ.

Any person assigned by SUBRECIPIENT to perform the services hereunder shall be an employee or independent contractor of SUBRECIPIENT, who shall have the sole right to hire and discharge its employees and/or independent contractors under this Agreement.

SUBRECIPIENT shall pay, when due, all salaries and wages of its employees and accepts exclusive responsibility for the payment of federal income tax, state income tax, social security, unemployment compensation and any other withholdings that may be required. This provision is solely for the benefit of MDEQ, and nothing herein shall be construed to create or impose any contractual or agency relationship between MDEQ and SUBRECIPIENT'S contractors, subcontractors, employees or agents.

35. **INSURANCE**

SUBRECIPIENT and its Contracted Parties agree to and shall maintain insurance that is required by applicable state, federal, and local laws and regulations.

36. **ENTIRE AGREEMENT**

This Agreement, including all attachments, represents the entire and integrated agreement between the Parties hereto and supersedes all prior negotiations, representations or agreements,

irrespective of whether written or oral. This Agreement may be altered, amended, or modified only by a written document executed by MDEQ and SUBRECIPIENT. SUBRECIPIENT acknowledges that it has thoroughly read this Agreement and all its attachments and has had the opportunity to receive competent advice and counsel necessary for it to form a full and complete understanding of all rights and obligations herein.

37. **ORAL STATEMENTS**

No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in this Agreement. All modifications to the Agreement must be made in writing by the MDEQ and agreed to by SUBRECIPIENT.

38. **RECORD RETENTION AND ACCESS TO RECORDS**

Provided SUBRECIPIENT is given reasonable advance written notice and such inspection is made during normal business hours of SUBRECIPIENT, the Government Accountability Office, MDEQ, the State or any duly authorized representatives shall have unimpeded, prompt access to any of SUBRECIPIENT's books, documents, papers, and other records which are maintained or produced as a result of the Project for the purpose of making audits, investigations, examinations, excerpts, transcriptions, and copies of such documents. This right also includes timely and reasonable access to the SUBRECIPIENT's personnel for the purpose of interview and discussion related to such documents. All records related to this Agreement shall be retained by SUBRECIPIENT for a minimum of ten (10) years after final payment is made under this Agreement and all pending matters are closed; however, if any audit, litigation or other action arising out of or related in any way to this Project is commenced before the end of the ten (10) year period, the records shall be retained for one (1) year after all issues arising out of the action are finally resolved or until the end of the ten (10) year period, whichever is later.

SUBRECIPIENT is not required to retain the above-mentioned records for the ten-year period prescribed in this Article and Article 39 only if all of the following conditions are satisfied:

A. SUBRECIPIENT has provided all of the documents described above and in the "Right to Audit" provision to MDEQ prior to the expiration of the ten (10) year retention period and a certification stating the same is simultaneously provided in writing to MDEQ;

B. No audit, litigation or other action arising out of or related in any way to this Project is commenced before SUBRECIPIENT provides the records and corresponding certification to MDEQ, in which case, SUBRECIPIENT shall retain the records until all issues arising out of the action are finally resolved; and

C. SUBRECIPIENT provides MDEQ a minimum of thirty (30) days written notice before providing the above-mentioned records and corresponding certification.

39. **RIGHT TO AUDIT**

SUBRECIPIENT shall maintain all financial records, including electronic financial records, as may be prescribed by the MDEQ or by applicable federal and state laws, rules, and

regulations. SUBRECIPIENT shall retain these records for a period of ten (10) years after final payment. These records shall be made available during the term of the Agreement and the subsequent ten (10) year period for examination, transcription, and audit by MDEQ, the Mississippi State Auditor's Office, its designees, or other authorized bodies, including the Office of Inspector General. If any litigation, claim, investigation, or audit relating to this Agreement or an activity funded under the Agreement is started before the expiration of the ten (10) year period, the records must be retained until all litigation, claims, investigations, or audit findings involving the records have been resolved and final action taken.

40. **RIGHT TO INSPECT WORK; ACCESS**

MDEQ and their representatives, invitees, and consultants shall have access and the right to conduct announced and unannounced onsite and offsite physical visits to inspect all Work hereunder. Notwithstanding any review or inspection by MDEQ and their representatives, invitees, and consultants, SUBRECIPIENT shall not be relieved of its responsibility for performance of the Work or the submission of reports as expressly set forth in this Agreement solely by virtue of such inspection or review of the Work. SUBRECIPIENT shall provide MDEQ and its representatives, invitees, and consultants with the opportunity to participate in site inspections, meetings, and/or teleconferences, as appropriate, related to SUBRECIPIENT's performance of the Work.

41. **SEVERABILITY**

If any part of this Agreement is declared to be invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision of the Agreement that can be given effect without the invalid or unenforceable provision, and to this end the provisions hereof are severable. In such event, the Parties shall amend the Agreement as necessary to reflect the original intent of the Parties and to bring any invalid or unenforceable provisions in compliance with applicable law.

42. **THIRD PARTY ACTION NOTIFICATION**

SUBRECIPIENT shall give the MDEQ prompt notice in writing of any action or suit filed, and prompt notice of any claim made against SUBRECIPIENT by any entity that may result in litigation related in any way to this Agreement.

43. **CERTIFICATIONS**

SUBRECIPIENT's execution of this Agreement shall be deemed as acknowledgement, guarantee and certification by SUBRECIPIENT of the following:

A. SUBRECIPIENT has sufficient LFRF in its possession that it will use to match MCWI Grant Funds.

B. SUBRECIPIENT will follow and abide by all ARPA guidelines, guidance, rules, regulations, and other criteria, as may be amended from time to time, by the U.S. Treasury regarding the use of monies under this Agreement.

C. As required in Attachment A, Article (1) a., SUBRECIPIENT's Authorized Representative, or his/her designee has watched the video on the MDEQ <https://www.mswaterinfrastructure.com> web-page entitled "American Rescue Plan Act State & Local Fiscal Recovery Funds, Procurement Overview."

D. All of SUBRECIPIENT's LFRF used as MCWI matching funds, as well as MCWI Grant Funds received by SUBRECIPIENT, have been or will be used for the Project detailed in this Agreement.

E. Upon request by MDEQ, SUBRECIPIENT will provide an Intergovernmental Review Certification as detailed in the MCWI Regulations.

F. SUBRECIPIENT will obligate all MCWI Grant Funds and LFRF funds used for MCWI matching funds by 11:59 p.m. on August 30, 2024.

G. If SUBRECIPIENT does not complete the Project by December 31, 2026, SUBRECIPIENT acknowledges and agrees to complete the Project with other funds.

44. **WAIVER**

No delay or omission by either Party to this Agreement in exercising any right, power, or remedy hereunder or otherwise afforded by Agreement, at law, or in equity shall constitute an acquiescence therein, impair any other right, power or remedy hereunder or otherwise afforded by any means, or operate as a waiver of such right, power, or remedy. No waiver by either Party to this Agreement shall be valid unless set forth in writing by the Party making said waiver. No waiver of or modification to any term or condition of this Agreement will void, waive, or change any other term or condition. No waiver by one Party to this Agreement of a default by the other Party will imply, be construed as or require waiver of future or other defaults.

45. **COMPLIANCE WITH MISS. CODE ANN. § 31-5-37**

If applicable, SUBRECIPIENT shall ensure that Contracted Parties and bidders solicited for contract awards pursuant to this Agreement comply with the requirements of Miss. Code. Ann. § 31-5-37. SUBRECIPIENT shall require all bidders for any contract of Five Thousand Dollars (\$5,000.00) or more procured or to be procured with funds received pursuant to this Agreement to submit a certification with their bid that said bidder will comply with the provisions of Miss. Code. Ann. § 31-5-37. In addition, within seven (7) days of any such contract award procured or to be procured with funds received pursuant to this Agreement, SUBRECIPIENT shall require the Contracted Party to submit to both SUBRECIPIENT and the Mississippi Department of Employment Security ("MDES") an employment plan which conforms to the requirements contained in Miss. Code. Ann. § 31-5-37(2).

From the date written notice of any such contract award is received and until ten (10) business days after the receipt of the employment plan by MDES, the Contracted Party and any subcontractors shall not hire any personnel to fill vacant positions for the project except residents of the State of Mississippi who are to be verified by MDES and/or those qualified individuals who are submitted by MDES. However, the Contracting Party or contractor is authorized to employ

Mississippi residents to begin work immediately if such persons are verified by MDES after employment by the Contracting Party or contractor. SUBRECIPIENT shall vacate the contract award in the event the Contracting Party fails to comply with the provisions of Miss. Code Ann. § 31-5-37.

46. **CONFLICT OF INTEREST**

SUBRECIPIENT shall immediately notify MDEQ in writing of any potential conflict of interest resulting from the representation of or service to other clients or otherwise affecting this Agreement in any way. If any such conflict occurs before it is discovered, SUBRECIPIENT shall notify MDEQ of such conflict within five (5) working days of such discovery. If such conflict cannot be resolved to MDEQ's satisfaction, MDEQ reserves the right to terminate this Agreement per the "Termination for Convenience" clause.

47. **SUCCESSORS AND ASSIGNS**

This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective permitted successors and permitted assigns.

48. **NO THIRD-PARTY BENEFICIARIES**

This Agreement is for the sole benefit of the Parties hereto and their respective successors and permitted assigns, and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

49. **EVALUATION**

SUBRECIPIENT agrees to assist and cooperate with the MDEQ or its duly designated representatives in the monitoring of the Project(s) to which the Agreement relates, and to provide in form and manner approved by MDEQ such monitoring reports, progress reports, and the like as may be required and to provide such reports at the times specified.

Further, SUBRECIPIENT agrees to cooperate with MDEQ or its duly designated representatives by providing timely responses to all reasonable requests for information to assist in evaluation of the accomplishments of the Project and the agreement for a period of ten (10) years after the date on which the Final Reports are provided.

50. **VENUE**

Venue for the resolution of any dispute, according to Article 28 of this Agreement, shall be before the Mississippi Commission on Environmental Quality if pursuing an administrative appeal, and venue for any subsequent litigation shall be in the Chancery Court of Hinds County, Mississippi.

51. **HEADINGS**

The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.

52. **NOTICES**

Unless otherwise specified in the Agreement, all notices, requests, consents, claims, demands, waivers and other communications hereunder shall be in writing and shall be deemed to have been given (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by facsimile or e-mail of document(s) (with confirmation of transmission) if sent during normal business hours of the recipient, and on the next business day if sent after normal business hours of the recipient; or (d) on the third day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Such communications must be sent to the respective Parties at the following addresses (or at such other address for a Party as shall be specified in a notice given in accordance with this subsection):

If to MDEQ:	Attention: MCWI Contract Administration 515 East Amite Street P.O. Box 2249 Jackson, MS 39201 E-mail: MCWIdocuments@mdeq.ms.gov
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If to SUBRECIPIENT:	Attention: Mayor Gene McGee 100 W. School Street Ridgeland, MS 39157 Phone: (601) 856-7113 E-mail: mayor.mcgee@ridgelandms.org
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53. **COUNTERPARTS**

Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same Agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

[SIGNATURE PAGE FOLLOWS]

For the faithful performance and consideration provided under the terms of this Agreement, the Parties hereto have caused this Agreement to be executed by their undersigned authorized representatives.

MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY

Chris Wells
Executive Director

Date

CITY OF RIDGELAND

Mayor Gene McGee
Signature of Authorized Representative

Gene McGee
Printed Name

Title

Date

ATTACHMENT A

PROJECT NAME, SCOPE OF WORK AND PROJECT TIMELINE AND REQUIREMENTS

PROJECT NAME

City-Wide Advanced Water Meter Improvements

SCOPE OF WORK

The Project shall be defined as eligible activities funded in whole or in part under this Agreement as follows:

Scope of work for this Project is to include the installation of new advanced water meters for the City of Ridgeland's customers.

The general Scope of Work to be performed by SUBRECIPIENT is limited to that which was submitted in the MCWI Application Portal and approved for funding in accordance with the MCWI Program Regulations. SUBRECIPIENT hereby agrees that no additional eligible scope may be added to this Scope of Work without the express written consent of MDEQ. The Scope of Work eligible for reimbursement is limited to that identified as eligible by MDEQ and further described by plans, specifications, contract documents, and contract change orders approved as eligible by MDEQ.

PROJECT TIMELINE AND REQUIREMENTS

(1) SUBRECIPIENT agrees to the following schedule.

- a. Within 10 days of execution of this Agreement, SUBRECIPIENT's Authorized Representative, or his/her designee shall watch the video on the MDEQ <https://www.mswaterinfrastructure.com> web-page entitled "American Rescue Plan Act State & Local Fiscal Recovery Funds, Procurement Overview." The web-page will track compliance with this requirement;
- b. Within 15 days of execution of this Agreement, submit a complete set of plans, specifications, contract documents on each construction contract, and all applicable permits and agency approvals, if not already submitted to MDEQ;
- c. Within 15 days of execution of this Agreement, submit the entire procurement file (including but not limited to the request for proposals, evidence of publication, MBE/WBE documentation, all received bids, evaluation and selection documentation, executed construction contracts, and professional services contracts);

- d. No later than 60 days after execution of each construction contract, execute and submit a copy of the notice to proceed;
- e. No later than 5 business days after the estimated completion of 25% of construction, submit a notice to MDEQ of such milestone;
- f. No later than 5 business days after the estimated completion of 50% of construction, submit a notice to MDEQ of such milestone;
- g. No later than 5 business days after the estimated completion of 75% of construction, submit a notice to MDEQ of such milestone;
- h. No later than 5 business days after completion of each construction contract, notify MDEQ of construction completion;
- i. No later than 30 days after the contract completion date on each construction contract, submit all change orders which include time extensions, or a request and justification for delaying MDEQ's final construction observation;
- j. Within 45 days of Project completion, but no later than September 30, 2026, whichever is earlier, unless an extension of this date is specifically authorized by MDEQ, SUBRECIPIENT must submit the following: Final Report, as listed in Article 11, the engineer's certification of compliance with plans, specifications, and contract documents; final professional services contract amendments, if any; and all other administrative forms and documents required by the Agreement.

(2) To the extent any documents required to be submitted in Attachment A, Article (1) above were submitted with the MCWI Grant Application through the Application Portal, the documents do not need to be resubmitted.

(3) All documents required to be submitted in Attachment A, Article (1) above, shall be uploaded to the Documents Portal at <https://www.mswaterinfrastructure.com>.

ATTACHMENT B

SYSTEMS AND PROCESSES FOR FINANCIAL MANAGEMENT RECOMMENDATIONS AND/OR CORRECTIVE ACTION PLAN

An evaluation for the assessment of uncontrolled risks of the SUBRECIPIENT's systems and processes for financial management was performed as of part of the initial subaward process by MDEQ, acting on behalf of the State of Mississippi, as administrator of this Subaward Agreement. MDEQ requests the SUBRECIPIENT provide the following information to MDEQ as part of observations made during the evaluation. MDEQ reserves the right to re-evaluate the assessment of uncontrolled risks upon subsequently identified facts:

1. SUBRECIPIENT agrees to provide MDEQ with a copy of their annual audited financial statements within 60 days of the report release date throughout the Period of Performance.
2. SUBRECIPIENT agrees to promptly notify MDEQ of any significant changes made to the SUBRECIPIENT's current policies and procedures that would impact financial management systems and processes, specifically those communicated as part of the evaluation, from which the current residual risk levels were derived.
3. SUBRECIPIENT agrees to promptly notify MDEQ of any level of fraud or abuse discovered within the organization without regard to materiality that is related to the operation of the Project, as well as other pervasive deficiencies identified for grant management practices from any source, both external and internal, throughout the program performance period.
4. If deficiencies, significant deficiencies and/or material weaknesses are reported to the SUBRECIPIENT, as part of any assurance, attestation, or monitoring engagement during the program performance period, SUBRECIPIENT agrees to provide its response(s) and/or corrective action plan(s) to MDEQ so that prompt action can be taken by MDEQ to mitigate any elevated level of uncontrolled risk that could potentially impact MDEQ's or the SUBRECIPIENT's ability to comply with Federal Award and/or subaward requirements.
5. SUBRECIPIENT agrees that MDEQ has the right to perform monitoring procedures as deemed appropriate by MDEQ based on the assessed risk of noncompliance.

**ATTACHMENT C
SUBAWARD TERMS AND CONDITIONS
FOR CONTRACTED PARTIES**

1. AUTHORITY TO PARTICIPATE IN THIS AGREEMENT

The Contracted Party certifies that (a) it is either a 1) state agency, 2) a validly organized business that is authorized to do business in the state of Mississippi, 3) a nongovernmental organization, or 4) a political subdivision of the state of Mississippi with valid authority to enter into this agreement and; (b) entry into and performance under this agreement is not restricted or prohibited by any loan, security, financing, contractual, or other agreement of any kind; and (c) notwithstanding any other provision of this Agreement to the contrary, that there are no existing legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under this agreement.

2. DEBARMENT AND SUSPENSION

Contractor/Contracted Parties certifies to the best of its knowledge and belief, that it:

A. is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transaction by any federal department or agency or any political subdivision or agency of the State of Mississippi;

B. has not, within a three (3) year period preceding this Agreement, been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction;

C. has not, within a three (3) year period preceding this Agreement, been convicted of or had a civil judgment rendered against it for a violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

D. is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of these offenses enumerated in Article 2.B. and Article 2.C., above; and,

E. has not, within a three (3) year period preceding this Agreement, had one or more public transactions (federal, state, or local) terminated for cause or default.

This agreement is subject to 31 C.F.R. Part 19.

3. INDEMNIFICATION

To the extent allowed by state law, Contracted Party agrees to indemnify and save, release and hold harmless the State of Mississippi, the Commission on Environmental Quality, MDEQ, all of their employees and officers, and the Department's contractors from and against any and all

claim, demand, cause of action, liability, loss, damage, injury, suit, judgment, debt and cost, including attorney's fees or expenses on the part of any Contracted Party, their agents or employees or any other parties arising out of or incident to, any and all Work under the terms of this Agreement.

4. RELATIONSHIP STATUS

The Contracted Party acknowledges and agrees that MDEQ is not a party, in any manner whatsoever, to any contract between the SUBRECIPIENT and the construction contractor(s), engineer(s), attorney(s), equipment supplier(s), contractor(s), or between any other parties of any kind whatsoever (hereinafter collectively referred to as "vendor"). The SUBRECIPIENT and Contracted Party also acknowledge and agree that any benefit to vendors contracting with the SUBRECIPIENT or Contracted Parties arising from or associated with this Agreement is strictly incidental and all such vendors are not and are not intended to be considered as third party beneficiaries under any agreement between MDEQ and the SUBRECIPIENT.

Upon execution of any contract between the SUBRECIPIENT and any other party in regard to the project, MDEQ does not assume any authorities, duties, responsibilities, or liabilities under such contract. The SUBRECIPIENT and Contracted Party shall not have any authority to bind or otherwise obligate MDEQ, directly or indirectly, under any contract or agreement between the SUBRECIPIENT and any other party. The SUBRECIPIENT, Contracted Party and its vendors acknowledge and agree that any action taken by MDEQ in its role of grantor, or in its separate and distinct role as regulator shall not in any way change or alter its position as that of grantor.

MDEQ does not have any authority, duty, responsibility, or liability in contract claims or dispute identification, negotiation, resolution, or any other actions regarding contract claims under the contract(s) between the SUBRECIPIENT and any other party. The SUBRECIPIENT and the Contracted Party acknowledge and agree that MDEQ is not obligated to review, comment on, approve, or discuss the merits of any contract claims presented by or to any party. Any MDEQ reviews, approvals, observations, presence at meetings, written communications, verbal communications or other actions are not to be interpreted as addressing the merits of any claims, nor are they to be construed as interpreting the contract between the SUBRECIPIENT and the Contracted Party or any other parties.

5. ACCESS TO RECORDS

Provided Contracted Party is given reasonable advance written notice and such inspection is made during normal business hours of Contracted Party, then the Government Accountability Office, MDEQ, the State or any duly authorized representatives shall have unimpeded, prompt access to any of Contracted Party's books, documents, papers, and other records which are maintained or produced as a result of the Project for the purpose of making audits, investigations, examinations, excerpts, transcriptions, and copies of such documents. This right also includes timely and reasonable access to the Contracted Party's personnel for the purpose of interview and discussion related to such documents. All records related to this Agreement shall be retained by Contracted Party for a minimum of ten (10) years after final payment is made under this Agreement and all pending matters are closed; however, if any audit, litigation or other action arising out of or related in any way to this Project is commenced before the end of the ten (10) year period, the

records shall be retained for one (1) year after all issues arising out of the action are finally resolved or until the end of the ten (10) year period, whichever is later.

Contracted Party is not required to retain the above-mentioned records for the ten (10) year period prescribed in this Section and the “Right to Audit” provision only if all of the following conditions are satisfied:

A. Contracted Party has provided all of the documents described above and in the “Right to Audit” provision to MDEQ prior to the expiration of the ten (10) year retention period and a certification stating the same is simultaneously provided in writing to MDEQ;

B. No audit, litigation or other action arising out of or related in any way to this Project is commenced before Contracted Party provides the records and corresponding certification to MDEQ, in which case, Contracted Party shall retain the records until all issues arising out of the action are finally resolved; and

C. Contracted Party provides MDEQ a minimum of thirty (30) days written notice before providing the above-mentioned records and corresponding certification.

6. RECORD RETENTION AND RIGHT TO AUDIT

The Contracted Party shall maintain and retain books, documents, papers, financial records and other records, including electronic records, as may be prescribed by the MDEQ or by applicable federal and state laws, rules, and regulations. Contracted Party shall retain these records for a period of ten (10) years after final payment. These records shall be made available during the term of the Agreement and the subsequent ten (10) year period for examination, transcription, and audit by MDEQ, the Mississippi State Auditor’s Office, its designees, or other authorized bodies, including the Office of Inspector General. If any litigation, claim, investigation, or audit relating to this Agreement or an activity funded under the Agreement is started before the expiration of the ten (10) year period, the records must be retained until all litigation, claims, investigations, or audit findings involving the records have been resolved and final action taken.

7. RIGHT TO INSPECT WORK; SITE ACCESS

MDEQ and their representatives, invitees, and consultants shall have access and the right to conduct announced and unannounced onsite and offsite physical visits to inspect all Work hereunder. Upon request by MDEQ, Contracted Party shall provide MDEQ and its representatives, invitees, and consultants with the opportunity to participate in site inspections, meetings, and/or teleconferences, as appropriate, related to the performance of the Work.

8. CONFLICT OF INTEREST

The Contracted Party covenants that he presently has no interest and shall not acquire any interest direct or indirect in the Project that is the subject to this Agreement or any parcels therein, where applicable, or any other interest which would conflict in any manner or degree with the performance of his services hereunder. The Contracted Party further covenants that, in the performance of this agreement, no person having any such interest shall be employed.

The Contracted Party agrees to establish safeguards to prohibit employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have a family, business, or other tie.

9. COOPERATION AND EVALUATION

The Contracted Party agrees to assist and cooperate with the MDEQ or its duly designated representatives in the monitoring of the Project(s) to which the Agreement relates, and to provide in form and manner approved by MDEQ such monitoring reports, progress reports, and the like as may be required and to provide such reports at the times specified.

Further, the Contracted Party agrees to cooperate with MDEQ or its duly designated representatives by providing timely responses to all reasonable requests for information to assist in evaluation of the accomplishments of the Project and the agreement for a period of ten (10) years after the date on which the Final Reports are provided.

**MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY
MISSISSIPPI MUNICIPALITY AND COUNTY WATER INFRASTRUCTURE GRANT**

**STATE OF MISSISSIPPI
COUNTY OF HINDS**

MDEQ AGREEMENT NO. 64-1-DW-5.15

SUBAWARD AGREEMENT

This document is a Subaward Agreement (this “Agreement”) between the Mississippi Department of Environmental Quality (“MDEQ”), a Pass-through entity as defined in 2 C.F.R. § 200.1, and City of Ridgeland, UEI Number: P7XTS2JAMHC9 (“SUBRECIPIENT”, and together with MDEQ, the “Parties”, and each, a “Party”) to provide grant funds for the Work conducted under the Mississippi Municipality and County Water Infrastructure (“MCWI”) Grant Program (the “Program”) as specified in Article 4.

1. SOURCE OF FUNDS

The grant funds provided by this Agreement are made available pursuant to the MCWI Grant Program Act of 2022, Mississippi Senate Bill 2822, 2022 Regular Session (April 26, 2022), provided through funds awarded to the State of Mississippi pursuant to the American Rescue Plan Act of 2021 (“ARPA”), Public Law 117-2 (March 11, 2021), provided through the U.S. Department of Treasury pursuant to Federal Award #SLFRP0003 and CFDA No. 21.027 (Coronavirus State and Local Fiscal Recovery Funds) awarded on May 10, 2021, and subsequently to MDEQ through Mississippi Senate Bill 3056, 2022 Regular Session (April 26, 2022).

2. PROJECT

Under this Agreement, MDEQ agrees to disburse funds to SUBRECIPIENT in accordance with the terms herein to reimburse the costs associated with SUBRECIPIENT’s implementation of the project entitled “South Highland Colony Parkway Water Storage Tank and Water Supply Well” (the “Project”).

3. PURPOSE

The purpose of this Project is to make a necessary investment in an upgrade to SUBRECIPIENT’s existing drinking water facility. The Project is not for Research and Development.

4. SCOPE OF WORK

SUBRECIPIENT shall perform the tasks as described and identified in Attachment “A”, Scope of Work (the “Work”).

5. TERMS AND CONDITIONS

SUBRECIPIENT is subject to U.S. Treasury’s regulations governing ARPA, and all applicable terms and conditions in 2 C.F.R. Part 200 of the Office of Management and Budget

(“OMB”) Uniform Guidance for Grants and Cooperative Agreements, as amended, including Appendix II to Part 200, and all other OMB circulars, executive orders or other federal laws or regulations applicable to the services provided under this Agreement. All of these terms and conditions of this Agreement apply to SUBRECIPIENT and, as applicable, its Contractors/Contracted Parties.

6. PERIOD OF PERFORMANCE

The Period of Performance shall commence upon the execution of this Agreement and shall end on **September 30, 2026**. Costs incurred on March 3, 2021, or thereafter, but prior to the commencement of the Period of Performance may be reimbursed provided MDEQ determines such costs are allowable and eligible. SUBRECIPIENT agrees to complete all tasks included in the Scope of Work within this Period of Performance, unless otherwise specified in writing by MDEQ. If, at any time during the Period of Performance of this Agreement, SUBRECIPIENT determines, based on the Work performed to date, that the Work cannot be completed within the Period of Performance, SUBRECIPIENT shall so notify MDEQ immediately in writing.

Failure to adhere to the requirements placed on MCWI funds can result in termination of this Agreement and may result in a demand for repayment by MDEQ. Moreover, if MDEQ is required to return any funds as a result of misspending on the part of SUBRECIPIENT, MDEQ reserves the right to seek and receive repayment of the amount of funds in question.

7. CONSIDERATION AND PAYMENT

A. *Project Cost.* The total Project cost shall not exceed **\$7,337,000.00**, with said amount broken down as follows:

i. MCWI Grant Funds shall not exceed **\$3,525,660.00**;

ii. The Local Fiscal Recovery Funds (“LFRF”) received by SUBRECIPIENT from the U.S. Treasury or the Mississippi Department of Finance and Administration used as matching funds in this Agreement shall not exceed **\$3,525,660.00**;

iii. Any LFRF transferred to SUBRECIPIENT from a county or municipality (“Transferred LFRF”) shall not exceed **\$0.00**;

iv. Any other funds that SUBRECIPIENT obligates(ed) to the project that are not eligible for MCWI match (“Other Funds”) shall not exceed **\$285,680.00**.

B. Professional fees that will be reimbursed with MCWI Grant Funds shall not exceed **\$293,480.00**. This amount is included in, and is not in addition to, the maximum MCWI Grant Funds specified in Article 7.A.i, above and Article 7.C., below.

SUBRECIPIENT understands and acknowledges that the amount of professional fees, as defined in the MCWI Regulations, Rule 1.1 E. (18), that may be matched with MCWI Grant Funds is limited to no more than 4% of the total amount of costs actually

incurred on the Project, which in no case may be more than the total Project cost set forth in Article 7.A., above.

C. *Consideration.* As consideration for the performance of the tasks included in this Agreement, MDEQ agrees to reimburse SUBRECIPIENT an amount not to exceed **Three Million Five Hundred Twenty-Five Thousand Six Hundred Sixty Dollars and Zero Cents (\$3,525,660.00)** (the “Maximum Amount”).

MDEQ is under no obligation to provide funds to SUBRECIPIENT if SUBRECIPIENT has not met, or does not continue to meet, minimum federal requirements to receive funds, such as but not limited to, adhering to applicable procurement requirements found in 2 C.F.R. Part 200 *et al.* Moreover, MDEQ bears no responsibility relative to SUBRECIPIENT’s expenditure of its own funds. To that end, in the process of review of documentation for reimbursement, as well as compliance monitoring activities associated with the Program, MDEQ is not responsible or liable for any expenditure made by SUBRECIPIENT with its funds. As such, SUBRECIPIENT is solely responsible for compliance with federal and state requirements associated with its LFRF, its LFRF Transferred Funds, and any other funds it uses towards its Project that are not a part of the MCWI Grant Funds. SUBRECIPIENT must substantiate all expenditures in a compliant manner. MDEQ is under no obligation to reimburse costs incurred that are not demonstrably compliant with federal and state law.

D. *Payment.* Subject to available funding, as set forth in the terms and conditions of this Agreement, MDEQ shall pay all properly invoiced amounts due to SUBRECIPIENT within forty-five (45) days after MDEQ’s receipt of such invoice, except for any amounts disputed by MDEQ in good faith. Legislative approval may be required where MDEQ receives any claim of payment from SUBRECIPIENT that includes Work performed outside a one (1) year period from receipt of such invoice.

i. *Request for Payment.* SUBRECIPIENT shall request payment of funds hereunder for Project costs on a reimbursement basis (such requests, “Reimbursement Requests”), unless otherwise directed by MDEQ. SUBRECIPIENT shall submit Reimbursement Requests and supporting documentation of costs incurred as required by MDEQ to the MCWI Reimbursement Portal, located at <https://www.mswaterinfrastructure.com>. All Reimbursement Requests for time periods ending June 30 of any year, during the Period of Performance under this Agreement, shall be submitted no later than July 31 of that same year. Final invoice(s) shall be submitted to MDEQ no later than September 30, 2026. The Reimbursement Request shall include, at a minimum, breakdowns of personnel, position, dates worked, tasks performed, and totals for contract costs, materials, supplies and equipment, included in the Reimbursement Request. SUBRECIPIENT shall make Reimbursement Requests in accordance with the following procedures and subject to the following terms and conditions:

1. SUBRECIPIENT may make Reimbursement Requests no more frequently than once monthly during the Period of Performance of this Agreement.

2. SUBRECIPIENT shall request payment under this Agreement only for the costs necessary to complete the Scope of Work specifically stated and required under this Agreement.

3. SUBRECIPIENT shall not request payment under this Agreement for other services or other work the SUBRECIPIENT or its contractors may provide under any other Subaward or Contract not related to this Project.

4. SUBRECIPIENT shall provide on each Reimbursement Request the amount of its LFRF, Transferred LFRF and Other Funds expended. SUBRECIPIENT shall also provide the amount requested for professional fees. MDEQ will then determine the amount of MCWI Grant Funds that each Reimbursement Request qualifies for within the Program regulations and procedures.

5. SUBRECIPIENT understands that no payment, including final payment, shall be interpreted as acceptance of defective and incomplete Work, and SUBRECIPIENT shall remain responsible for performance in strict compliance with this Agreement. If MDEQ rejects, condemns or fails to approve any part of the Scope of Work, it may issue a Notice to Cure or terminate this Agreement.

6. MDEQ reserves the right to refuse to pay all or any part of the funds requested in a Reimbursement Request for any of the following reasons: 1) at MDEQ's discretion, the costs SUBRECIPIENT is seeking reimbursement for are not reasonable or necessary for the completion of the Work in this Agreement, 2) at MDEQ's discretion, the costs are ineligible for reimbursement under this Project, 3) at the time the request is submitted SUBRECIPIENT has failed to comply with any term or condition of this Agreement, 4) at the time the request is submitted the SUBRECIPIENT has otherwise failed to perform the Work to date in accordance with the Scope of Work, or 5) at the time the request is submitted the SUBRECIPIENT has otherwise failed to comply with applicable state, federal, or local laws and regulations.

ii. *Indirect Cost Rate.* Reimbursement of indirect costs and/or overhead is not allowed under this Agreement.

E. *Limitations on Expenditures.* MDEQ shall reimburse SUBRECIPIENT only for documented expenditures incurred on or after March 3, 2021: (i) reasonable and necessary to carry out the Scope of Work described in Attachment A; (ii) documented by contracts or other evidence of liability and (iii) incurred in accordance with all applicable requirements for the expenditure of funds payable under this Agreement.

F. *Improper Payments.* Any item of expenditure by SUBRECIPIENT under the terms of this Agreement which is found by auditors, investigators, other authorized

representatives of MDEQ, the U.S. Treasury, the Mississippi State Auditor or other federal or state instrumentality to be improper, unallowable, in violation of federal or state law, or the terms of this Agreement, or involving any fraudulent, deceptive, or misleading representations or activities of SUBRECIPIENT shall become SUBRECIPIENT's liability, and shall be paid solely by SUBRECIPIENT, immediately upon notification of such, from funds other than those provided by MDEQ under this Agreement. This provision shall survive the expiration or termination of this Agreement.

Any funds that are paid by MDEQ to SUBRECIPIENT that are not necessary for the completion of the Work in this Agreement and/or that are deemed ineligible must be returned to MDEQ immediately upon receiving MDEQ's written notification for return of funds.

G. *Clawback.* If funds are expended improperly or if an expense submitted for reimbursement is disallowed or deemed ineligible under federal, state or local laws and regulations, then payments to SUBRECIPIENT may be subject to clawback by MDEQ, the State of Mississippi or the U.S. Treasury.

8. **AMENDMENTS OR MODIFICATION**

This Agreement may only be amended, modified, or supplemented by written agreement signed by the Parties hereto.

9. **PROGRESS REPORTS**

SUBRECIPIENT shall provide required progress reports during the Period of Performance of this Agreement in a format prescribed by MDEQ. These reports shall be submitted in accordance with the following schedule, which may be amended from time to time:

<u>REPORTING PERIOD</u>	<u>DEADLINE</u>
October – December	January 15
January – March	April 15
April – June	July 15
July – September	October 15

This provision shall survive the expiration or termination of this Agreement with respect to any reports which SUBRECIPIENT is required to submit to MDEQ following the expiration or termination of this Agreement.

10. **FAILURE TO TIMELY PERFORM**

SUBRECIPIENT shall take all reasonable measures to ensure MCWI Grant Funds and LFRF used for MCWI matching funds are obligated by 11:59 p.m. on August 30, 2024. SUBRECIPIENT acknowledges and agrees that its failure to obligate MCWI Grant Funds and LFRF used for MCWI matching funds by 11:59 p.m. on August 30, 2024, may result in MDEQ modifying the MCWI Grant Funds awarded or terminating this Agreement.

If SUBRECIPIENT refuses or fails to perform any of the provisions of this Agreement with such diligence as will ensure its completion within the time specified in this Agreement or any extension thereof authorized by MDEQ or if SUBRECIPIENT otherwise fails to satisfy the Agreement provisions or commits any other substantial breach of this Agreement, MDEQ may notify SUBRECIPIENT in writing of the delay or nonperformance. If such delay or nonperformance is not cured in ten (10) days or any longer time specified in writing by MDEQ, MDEQ may terminate SUBRECIPIENT's right to proceed with the Agreement or such part of the Agreement as to which there has been delay or a failure to perform properly.

Notwithstanding termination of the Agreement and subject to any directions by MDEQ, SUBRECIPIENT shall take timely, reasonable, and necessary action to protect and preserve property in the possession of SUBRECIPIENT in which the State has an interest.

11. FINAL PAYMENT AND REPORT

When SUBRECIPIENT has performed all the Work, SUBRECIPIENT shall transmit to MDEQ a comprehensive report on the Work in a format prescribed by MDEQ (the "Final Report"). The Final Report shall be provided by SUBRECIPIENT to MDEQ within forty-five (45) days of Project completion in a format prescribed by MDEQ. Upon acceptance of Final Report, MDEQ will process final Reimbursement Request.

Upon satisfactory completion of the Work performed under this Agreement, as a condition before final payment under this Agreement or as a termination settlement under this Agreement, SUBRECIPIENT shall certify to MDEQ, on a form provided by MDEQ, that the final payment amount is the remaining amount that SUBRECIPIENT is owed under this Agreement and that no additional payment for its Work under this Project will be submitted for reimbursement. Unless otherwise provided in the Agreement, by state law or otherwise expressly agreed to by the Parties in this Agreement, final payment under this Agreement or settlement upon termination of this Agreement shall not constitute a waiver of MDEQ's claims against SUBRECIPIENT or its sureties under this Agreement.

In consideration of the execution of this Agreement by MDEQ, SUBRECIPIENT agrees that acceptance of final payment from MDEQ will constitute an agreement by SUBRECIPIENT to release and forever discharge MDEQ, its agents, employees, officers, representatives, affiliates, successors and assigns from any and all claims, demands, damages, liabilities, actions, causes of action or suits of any nature whatsoever, which SUBRECIPIENT has at the time of acceptance of final payment or may thereafter have, arising out of, in connection with or in any way relating to any and all injuries and damages of any kind as a result of or in any way relating to this Agreement.

12. FINANCIAL MANAGEMENT AND COMPLIANCE

MDEQ requires that SUBRECIPIENT have in place, prior to the receipt of funds, a financial management system that will be able to isolate and trace every dollar funded under this Agreement from receipt to expenditure and have on file appropriate support documentation for each transaction. Examples of documentation include but are not limited to copies of checks paid to vendors, vendor invoices, bills of lading, purchase vouchers, payrolls, bank statements and reconciliations, and real property and easement appraisals. Prior to the submittal of any such

documentation to MDEQ, SUBRECIPIENT shall redact, in accordance with the definition of “Protected Personally Identifiable Information” (“Protected PII”) as defined in 2 C.F.R. § 200.1, all information reflecting an individual's first name or first initial and last name in combination with any one or more of types of information, including, but not limited to, social security number, passport number, credit card numbers, clearances, bank numbers, biometrics, date and place of birth, mother's maiden name, criminal, medical and financial records, educational transcripts. This does not include PII as defined in 2 C.F.R. § 200.1 that is required by law to be disclosed. SUBRECIPIENT and any Contracted Parties (as such term is defined in Article 13 of this Agreement) are limited to the travel rates of the State of Mississippi, including dining and hotels, in place at the time of the expenditure for which reimbursement is sought; and SUBRECIPIENT shall audit any such invoice for same, clearly indicating the actual expense and the adjustment, if any.

SUBRECIPIENT certifies that all information provided to MDEQ or its representatives as part of the initial risk assessment for this Work is complete and accurate. SUBRECIPIENT agrees to submit to and cooperate with MDEQ in any additional risk assessment evaluation and periodic audit procedures to ensure adequate financial management of all funds. Further, SUBRECIPIENT shall continue to implement any recommendations and/or corrective action plan set forth in the report transmitted to SUBRECIPIENT based on the findings of the systems and processes for financial management, a copy of which is attached hereto as Attachment “B” and incorporated herein in its entirety.

13. **CONTRACTS**

SUBRECIPIENT shall be responsible for accountability of funds, compliance with Project specifications, and Project management by its contractors. MDEQ shall not bear responsibility for any liability caused or incurred by any contractor in performing Work. MDEQ shall not be deemed by virtue of this Agreement to have any contractual obligation to, or relationship with, any of SUBRECIPIENT’s contractors, and the Parties agree and acknowledge that, as between MDEQ and SUBRECIPIENT, all Work shall be deemed to be the responsibility of, and performed by, SUBRECIPIENT. No contractor or other recipient of funds from MDEQ under this Agreement shall be deemed to be an agent, representative, employee or servant of MDEQ in connection with this Agreement. The parties with whom contracts or subaward agreements are entered into by the SUBRECIPIENT shall be referred to herein as “Contractor”, “Contracted Party”, or “Contracted Parties”. In addition to ensuring that its Contracted Parties follow the applicable terms in this Agreement, SUBRECIPIENT shall require all terms and conditions set forth in Attachments “A” and “C” attached hereto to be included in all agreements between the SUBRECIPIENT and Contracted Parties, and in all agreements between Contracted Parties and Contracted Parties’ contractors/sub-contractors.

14. **APPLICABLE LAW**

The Agreement shall be governed by and construed in accordance with the laws and regulations of the State of Mississippi and applicable federal law excluding, its conflict of laws provisions, and any litigation with respect thereto shall be brought in the courts of the State. SUBRECIPIENT shall comply with applicable federal, state, and local laws and regulations, including, but not limited to, the following:

A. *Authorizing Statutes.* Section 603 of the *Social Security Act* (42 U.S.C. § 803), as added by section 9901(a) of the *American Rescue Plan Act of 2021* (Pub. L. No. 117-2) and Mississippi Senate Bill No. 2822, entitled the Mississippi Municipality and County Water Infrastructure Grant Program Act of 2022, Regular Session 2022 (April 26, 2022).

B. *Implementing Regulations.* Subpart A of 31 C.F.R. Part 35 (Coronavirus State and Local Fiscal Recovery Funds), as adopted in the *Coronavirus State and Local Fiscal Recovery Funds* interim final rule (86 Fed. Reg. 26786, applicable May 17, 2021 through March 31, 2022) and final rule (87 Fed. Reg. 4338, applicable January 27, 2022 through the end of the ARP/CSLFRF award term), and other subsequent regulations implementing Section 603 of the *Social Security Act* (42 U.S.C. § 803), as well as MDEQ regulations, entitled “Mississippi Commission on Environmental Quality Regulations for the Mississippi Municipality and County Water Infrastructure Grant Program.”

C. *Guidance Documents.* Applicable guidance documents issued from time-to-time by the US Department of Treasury and MDEQ, including the currently applicable version of the *Compliance and Reporting Guidance: State and Local Fiscal Recovery Funds*.¹

D. *Licenses, Certifications, Permits, Accreditation.* SUBRECIPIENT shall obtain and keep current any license, certification, permit, or accreditation required by federal, state, or local law and shall submit to MDEQ proof of any licensure, certification, permit or accreditation upon request.

15. **AVAILABILITY OF FUNDS**

It is expressly understood and agreed that the obligation of MDEQ to proceed under this Agreement is conditioned upon the availability of the funds from state, federal, and/or other funding sources. If the funds anticipated for the continuing fulfillment of the Agreement are, at any time, not forthcoming or insufficient, either through the failure of the federal government to provide funds or of the State of Mississippi to appropriate funds or the discontinuance or material alteration of the program under which funds were provided or if funds are not otherwise available to MDEQ, MDEQ shall have the right upon ten (10) working days written notice to the SUBRECIPIENT, to terminate this Agreement without damage, penalty, cost or expenses to MDEQ of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.

16. **REPRESENTATION REGARDING CONTINGENT FEES**

SUBRECIPIENT represents that it has not retained a person to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee.

¹ <https://home.treasury.gov/system/files/136/SLFRF-Compliance-and-Reporting-Guidance.pdf>.

17. **REPRESENTATION REGARDING GRATUITIES**

SUBRECIPIENT represents that it has not violated, is not violating, and promises that it will not violate the prohibition against gratuities set forth in Section 6-204 (Gratuities) of the *Mississippi Public Procurement Review Board Office of Personal Service Contract Review Rules and Regulations* and Section 9.105 (Gratuities) of the Mississippi Procurement Manual.

18. **UNIFORM ADMINISTRATIVE REQUIREMENTS**

SUBRECIPIENT shall comply with the *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, 2 C.F.R. Part 200 (“UG”), as adopted by the Department of Treasury at 2 C.F.R. Part 1000 and as set forth in the Assistance Listing for ARP/CSLFRF (21.027). These requirements dictate how SUBRECIPIENT must administer the Subaward and how MDEQ must oversee SUBRECIPIENT. As a condition of receipt of the grant funds authorized in this Agreement, SUBRECIPIENT agrees to watch the video entitled “American Rescue Plan Act State & Local Fiscal Recovery Funds, Procurement Overview” found at <https://www.mswaterinfrastructure.com>.

The applicable UG provisions are as follows:

- Subpart A, Acronyms and Definitions;
- Subpart B, General Provisions;
- Subpart C, Pre-Federal Award Requirements and Contents of Federal Awards (except 2 C.F.R. §§ 200.204, .205, .210, and .213);
- Subpart D, Post Federal Award Requirements (except 2 C.F.R. §§ 200.305(b)(8) and (9), .308, .309, and .320(c)(4));
- Subpart E, Cost Principles;
- Subpart F, Audit Requirements;
- 2 C.F.R. Part 25 (Universal Identifier and System for Award Management);
- 2 C.F.R. Part 170 (Reporting Subaward and Executive Compensation Information); and
- 2 C.F.R. Part 180 (OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Non-procurement)).

SUBRECIPIENT shall document compliance with UG requirements, including adoption and implementation of all required policies and procedures, within thirty (30) days of the execution of this Agreement and during all subsequent reviews during the term of the Agreement. It is SUBRECIPIENT’s responsibility to comply with all UG requirements. Failure to do so may result in termination of the Agreement by MDEQ.

All real property acquired or improved, and equipment or supplies purchased in whole or in part with MCWI Grant Funds and/or LFRF, must be used, insured, managed, and disposed of in accordance with 2 C.F.R. § 200.311 through 2 C.F.R. § 200.316.

19. **SUBAWARDS**

If SUBRECIPIENT is authorized by MDEQ to make a Subaward, SUBRECIPIENT must include and incorporate the terms and conditions of this Agreement and any attachments, in all lower tier Subawards. Further, SUBRECIPIENT, who makes a Subaward, must follow and carry out all the responsibilities of a Pass-through entity described at 2 C.F.R. Part 200.

20. **COMPLIANCE WITH LAWS**

SUBRECIPIENT understands that MDEQ is an equal opportunity employer and therefore, maintains a policy which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, disability, genetic information, or any other consideration made unlawful by federal, state, or local laws. All such discrimination is unlawful, and SUBRECIPIENT agrees during the Period of Performance of the Agreement that SUBRECIPIENT will strictly adhere to this policy in its employment practices and work performance under this Agreement. SUBRECIPIENT shall comply with, and all activities under this Agreement shall be subject to, all applicable federal, state, and local laws and regulations, as now existing and as may be amended or modified.

Nothing contained in this Agreement may be deemed or construed in any way to stop, limit, or impair MDEQ from exercising or performing any regulatory, legislative, governmental, or other powers or functions.

SUBRECIPIENT is required to review and understand the requirements, limitations and restrictions placed upon them under ARPA, including the information provided by the State and Local Fiscal Recovery Fund Final Rule.²

SUBRECIPIENT is required to review and understand the requirements, limitations and restrictions placed upon them under Mississippi Senate Bill 2822 of the 2022 Legislative Session.³

SUBRECIPIENT is required to review and understand the requirements, limitations and restrictions placed upon them under by the Regulations promulgated by MDEQ.⁴

21. **STOP WORK ORDER**

A. *Order to Stop Work:* MDEQ may, by written order to SUBRECIPIENT at any time and without notice to any surety, require SUBRECIPIENT to stop all or any part of the Work called for by this Agreement. This order shall be for a specified period not exceeding ninety (90) days after the order is delivered to SUBRECIPIENT, unless the Parties agree to any further period. Any such order shall be identified specifically as a stop work order issued pursuant to this clause. Upon receipt of such an order, SUBRECIPIENT shall forthwith comply with its terms and take all reasonable steps to minimize the occurrence of costs allocable to the Work covered by the order during the period of work

² <https://www.govinfo.gov/content/pkg/FR-2022-01-27/pdf/2022-00292.pdf>

³ <https://mswaterinfrastructure.com/wp-content/uploads/2022/06/Mississippi-Senate-Bill-2822.pdf>

⁴ <https://mswaterinfrastructure.com/wp-content/uploads/2022/07/MCWI-Regulations-Final.pdf>

stoppage. Before the stop work order expires, or within any further period to which the Parties shall have agreed, MDEQ shall either:

- i. cancel the stop work order; or
- ii. terminate the Work covered by such order as provided in the Termination for Default clause or the Termination for Convenience clause of this Agreement.

B. *Cancellation or Expiration of the Order:* If a stop work order issued under this clause is canceled at any time during the period specified in the order or if the period of the order or any extension thereof expires, SUBRECIPIENT shall have the right to resume Work. An appropriate adjustment may be made in the Period of Performance or Maximum Amount, or both, and the Agreement shall be modified in writing accordingly if:

- i. The stop work order results in an increase in the time required for, or in SUBRECIPIENT's cost properly allocable to, the performance of any part of this Agreement; and
- ii. SUBRECIPIENT provides a written claim for such an adjustment within thirty (30) days after the end of the period of work stoppage; provided that MDEQ decides that the facts justify such action and any such claim asserted may be received and acted upon at any time prior to final payment under this Agreement.

C. *Termination of Stopped Work:* If a stop work order is not canceled and the Work covered by such order is terminated for default or convenience, the reasonable costs resulting from the stop work order may be allowed by adjustment or otherwise.

22. **E-PAYMENT**

SUBRECIPIENT agrees to accept all payments in United States currency via the State of Mississippi's electronic payment and remittance vehicle. MDEQ agrees to make payment in accordance with Mississippi law on "Timely Payments for Purchases by Public Bodies," which generally provides for payment of undisputed amounts by the agency within forty-five (45) days of receipt of invoice. Miss. Code Ann. § 31-7-305.

23. **INTERVENTIONS**

If MDEQ determines that SUBRECIPIENT is not in compliance with this Agreement, MDEQ may initiate an intervention, in accordance with 2 C.F.R. § 200.208 and 2 C.F.R. § 200.339. The degree of SUBRECIPIENT's performance or compliance deficiency will determine the degree of intervention. All possible interventions are listed below and will depend on the degree of deficiency in SUBRECIPIENT's performance or compliance deficiency.

If MDEQ determines that an intervention is warranted, it shall provide written notice to SUBRECIPIENT of the intervention within thirty (30) days of the completion of a report review, desk review, onsite review, audit review, or procedures engagement review, or as soon as possible

after MDEQ otherwise learns of a compliance or performance deficiency related to the execution of this Agreement. The written notice shall notify SUBRECIPIENT of the following related to the intervention:

- (1) The nature of the additional requirements;
- (2) The reason why the additional requirements are being imposed;
- (3) The nature of the action needed to remove the additional requirement, if applicable;
- (4) The time allowed for completing the actions if applicable; and
- (5) The method for requesting reconsideration of the additional requirements imposed.

MDEQ may impose, but is not limited to, the following interventions on SUBRECIPIENT, based on the level of the compliance or performance deficiency that MDEQ determines:

Level 1 Interventions. These interventions may be required for minor compliance or performance issues:

- (1) SUBRECIPIENT addresses specific internal control, documentation, financial management, compliance, or performance issues within a specified time period; and/or
- (2) More frequent or more thorough reporting by the SUBRECIPIENT; and/or
- (3) More frequent monitoring by MDEQ; and/or
- (4) Required SUBRECIPIENT technical assistance or training.

Level 2 Interventions. These interventions may be required for more serious compliance or performance issues:

- (1) Restrictions on funding payment requests by SUBRECIPIENT; and/or
- (2) Disallowing payments to SUBRECIPIENT; and/or
- (3) Requiring repayment for disallowed cost items; and/or
- (4) Imposing probationary status on SUBRECIPIENT.

Level 3 Interventions. These interventions may be required for significant and/or persistent compliance or performance issues:

- (1) Temporary or indefinite funding suspension to SUBRECIPIENT; and/or
- (2) Nonrenewal of funding to SUBRECIPIENT in subsequent year; and/or
- (3) Terminate funding to SUBRECIPIENT in the current year; and/or
- (4) Initiate legal action against SUBRECIPIENT.

Interventions will remain in place until the underlying performance or compliance deficiency is addressed to the sole satisfaction of MDEQ.

24. **E-VERIFICATION**

If applicable, SUBRECIPIENT represents and certifies that it will ensure its compliance with the Mississippi Employment Protection Act of 2008 and will register and participate in the status verification system for all newly hired employees. Miss. Code Ann. §§ 71-11-1, *et seq.* The term “employee” as used herein means any person that is hired to perform work within the State.

As used herein, “status verification system” means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. SUBRECIPIENT agrees to maintain records of such compliance. Upon request of the State of Mississippi and after approval of the Social Security Administration or Department of Homeland Security, when required, SUBRECIPIENT agrees to provide a copy of each such verification. SUBRECIPIENT further represents and certifies that any person assigned to perform services hereafter meets the employment eligibility requirements of all immigration laws.

25. **TRANSPARENCY**

This Agreement, including any accompanying exhibits, attachments, and appendices, is subject to the “Mississippi Public Records Act of 1983” and its exceptions. See Miss. Code Ann. §§ 25-61-1 *et seq.* and Miss. Code Ann. § 79-23-1. In addition, this Agreement is subject to the provisions of the Mississippi Accountability and Transparency Act of 2008. Miss. Code Ann. §§ 27-104-151, *et seq.* Unless exempted from disclosure due to a court-issued protective order, a copy of this executed Agreement may be posted to the Department of Finance and Administration’s independent agency Agreement website for public access at <https://www.transparency.mississippi.gov>. Information identified by SUBRECIPIENT as trade secrets or other proprietary information, including confidential vendor information, or any other information which is required to be confidential by state or federal law or outside the applicable freedom of information statutes will be redacted.

26. **PAYMODE**

Payments by state agencies using the statewide accounting system shall be made and remittance information provided electronically as directed by MDEQ. These payments shall be deposited into the bank account of SUBRECIPIENT’s choice. MDEQ may, at its sole discretion, require SUBRECIPIENT to submit invoices and supporting documentation electronically at any time during the Period of Performance of this Agreement. SUBRECIPIENT understands and agrees that MDEQ is exempt from the payment of taxes. All payments shall be in United States currency.

27. **TERMINATION**

The Agreement may be terminated as follows:

A. *Termination For Convenience.*

The MDEQ may, when the interests of the State so require, terminate this Agreement in whole or in part, for the convenience of the State. MDEQ shall give written notice of the termination to SUBRECIPIENT specifying the part of the Agreement terminated and when termination becomes effective.

B. *Termination For Default.*

If SUBRECIPIENT refuses or fails to perform any of the provisions of this Agreement with such diligence as will ensure its completion within the time specified in this Agreement or any extension thereof or otherwise fails to satisfy the Agreement provisions or commits any other substantial breach of this Agreement, MDEQ may notify SUBRECIPIENT in writing of the delay or nonperformance, and if not cured in ten (10) days or any longer time specified in writing by MDEQ, MDEQ may terminate SUBRECIPIENT's right to proceed with the Agreement or such part of the Agreement as to which there has been delay or a failure to properly perform.

Notwithstanding termination of the Agreement and subject to any directions by MDEQ, SUBRECIPIENT shall take timely, reasonable, and necessary action to protect and preserve property in the possession of SUBRECIPIENT in which the State has an interest.

C. *Termination Upon Bankruptcy.*

This Agreement may be terminated in whole or in part by MDEQ upon written notice to SUBRECIPIENT, if SUBRECIPIENT should become the subject of bankruptcy or receivership proceedings, whether voluntary or involuntary, or upon the execution by SUBRECIPIENT of an assignment for the benefit of its creditors. In the event of such termination, SUBRECIPIENT shall be entitled to recover just and equitable compensation for satisfactory Work performed under this Agreement, but in no case shall said compensation exceed the total Maximum Amount.

28. **DISPUTES**

Before pleading to any judicial system at any level, SUBRECIPIENT must exhaust all administrative remedies. A written complaint must first be sent to the Executive Director of MDEQ. The decision of the Executive Director shall be reduced to writing and a copy thereof mailed or furnished to SUBRECIPIENT within fourteen (14) days after receipt of information requested by MDEQ or the Executive Director. If the decision of the Executive Director does not resolve the matter, successive administrative remedies may, at SUBRECIPIENT's option, include bringing the complaint before the Mississippi Commission on Environmental Quality pursuant to Miss. Code Ann. §§ 49-17-35 and -41. In the alternative, at SUBRECIPIENT's option, the decision of the Executive Director may be deemed the final agency action on the complaint. Appeals from the decision of the Executive Director or the Commission shall follow procedures outlined in Miss. Code Ann. § 49-17-41.

29. **ANTI-ASSIGNMENT/CONTRACTING**

SUBRECIPIENT shall not assign, contract, or otherwise transfer this Agreement, in whole or in part without the prior written consent of MDEQ, which MDEQ may, in its sole discretion, approve or deny without reason. Any attempted assignment or transfer of its obligations without such consent shall be null and void. No such approval by MDEQ of any contract shall be deemed in any

way to provide for the incurrence of any obligation of MDEQ in excess of the Maximum MCWI Grant Fund amount set forth in this Agreement, nor create any contractual relationship between MDEQ and any Contracted Parties. Contracts shall be subject to the terms and conditions of this Agreement and to any conditions of approval that MDEQ may deem necessary. Subject to the foregoing, this Agreement shall be binding upon the respective successors and assigns of the Parties.

30. **AUTHORITY TO PARTICIPATE IN THIS AGREEMENT**

SUBRECIPIENT certifies and acknowledges it is a Mississippi county, municipality or public utility, as defined in MCWI regulation, Rule 1.1. E. (17), and that it has LFRF to use as match funding for this grant. SUBRECIPIENT further certifies and acknowledges that its entry into and performance under this Agreement is not restricted or prohibited by any loan, security, financing, contractual, or other agreement of any kind; and, notwithstanding any other provision of this Agreement to the contrary, that there are no existing legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under this Agreement.

31. **DEBARMENT AND SUSPENSION**

SUBRECIPIENT certifies to the best of its knowledge and belief, that it, and its Contracted Parties:

A. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transaction by any federal department or agency or any political subdivision or agency of the State of Mississippi;

B. have not, within a three (3) year period preceding this Agreement, been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or Agreement or Contract under a public transaction;

C. have not, within a three (3) year period preceding this Agreement, been convicted of or had a civil judgment rendered against it for a violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

D. are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of these offenses enumerated in Article 31. B. and Article 31. C., above; and

E. have not, within a three (3) year period preceding this Agreement, had one or more public transactions (federal, state, or local) terminated for cause or default.

32. **FAILURE TO ENFORCE**

Failure by MDEQ, at any time, to enforce the provisions of this Agreement shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of this Agreement or any part thereof or the right of MDEQ to enforce any provision at any time in accordance with its terms.

33. **INDEMNIFICATION**

SUBRECIPIENT agrees to maintain responsibility for the Project and agrees to provide proper operation and maintenance of all facilities for the life of the Project. SUBRECIPIENT's tort liability, if it is an entity of the State of Mississippi, is determined and controlled in accordance with Miss. Code Ann. §§ 11-46-1 *et seq.*, including all defenses and exceptions contained therein. Nothing in this Agreement shall have the effect of changing or altering this liability or of eliminating any defense available to the State under statute.

To the extent allowed by state law, SUBRECIPIENT agrees to indemnify and save, release and hold harmless the State of Mississippi, the Commission on Environmental Quality, MDEQ, all of their employees and officers, and MDEQ's contractors from and against any and all claim, demand, cause of action, liability, loss, damage, injury, suit, judgment, debt and cost, including attorney's fees or expenses on the part of SUBRECIPIENT, their agents or employees or any other parties arising out of or incident to, any and all Work under the terms of this Agreement.

34. **SUBRECIPIENT STATUS**

SUBRECIPIENT shall, during the entire Period of Performance of this Agreement, be construed to be an independent SUBRECIPIENT. Nothing in this Agreement is intended to nor shall be construed to create an employer-employee relationship or a joint venture relationship.

SUBRECIPIENT represents that it is qualified to perform the duties to be performed under this Agreement and that it has, or will secure, if needed, at its own expense, applicable personnel who are qualified to perform the duties required under this Agreement. Such personnel shall not be deemed in any way, directly or indirectly, expressly or by implication, to be employees of MDEQ.

Any person assigned by SUBRECIPIENT to perform the services hereunder shall be an employee or independent contractor of SUBRECIPIENT, who shall have the sole right to hire and discharge its employees and/or independent contractors under this Agreement.

SUBRECIPIENT shall pay, when due, all salaries and wages of its employees and accepts exclusive responsibility for the payment of federal income tax, state income tax, social security, unemployment compensation and any other withholdings that may be required. This provision is solely for the benefit of MDEQ, and nothing herein shall be construed to create or impose any contractual or agency relationship between MDEQ and SUBRECIPIENT'S contractors, subcontractors, employees or agents.

35. **INSURANCE**

SUBRECIPIENT and its Contracted Parties agree to and shall maintain insurance that is required by applicable state, federal, and local laws and regulations.

36. **ENTIRE AGREEMENT**

This Agreement, including all attachments, represents the entire and integrated agreement between the Parties hereto and supersedes all prior negotiations, representations or agreements,

irrespective of whether written or oral. This Agreement may be altered, amended, or modified only by a written document executed by MDEQ and SUBRECIPIENT. SUBRECIPIENT acknowledges that it has thoroughly read this Agreement and all its attachments and has had the opportunity to receive competent advice and counsel necessary for it to form a full and complete understanding of all rights and obligations herein.

37. **ORAL STATEMENTS**

No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in this Agreement. All modifications to the Agreement must be made in writing by the MDEQ and agreed to by SUBRECIPIENT.

38. **RECORD RETENTION AND ACCESS TO RECORDS**

Provided SUBRECIPIENT is given reasonable advance written notice and such inspection is made during normal business hours of SUBRECIPIENT, the Government Accountability Office, MDEQ, the State or any duly authorized representatives shall have unimpeded, prompt access to any of SUBRECIPIENT's books, documents, papers, and other records which are maintained or produced as a result of the Project for the purpose of making audits, investigations, examinations, excerpts, transcriptions, and copies of such documents. This right also includes timely and reasonable access to the SUBRECIPIENT's personnel for the purpose of interview and discussion related to such documents. All records related to this Agreement shall be retained by SUBRECIPIENT for a minimum of ten (10) years after final payment is made under this Agreement and all pending matters are closed; however, if any audit, litigation or other action arising out of or related in any way to this Project is commenced before the end of the ten (10) year period, the records shall be retained for one (1) year after all issues arising out of the action are finally resolved or until the end of the ten (10) year period, whichever is later.

SUBRECIPIENT is not required to retain the above-mentioned records for the ten-year period prescribed in this Article and Article 39 only if all of the following conditions are satisfied:

A. SUBRECIPIENT has provided all of the documents described above and in the "Right to Audit" provision to MDEQ prior to the expiration of the ten (10) year retention period and a certification stating the same is simultaneously provided in writing to MDEQ;

B. No audit, litigation or other action arising out of or related in any way to this Project is commenced before SUBRECIPIENT provides the records and corresponding certification to MDEQ, in which case, SUBRECIPIENT shall retain the records until all issues arising out of the action are finally resolved; and

C. SUBRECIPIENT provides MDEQ a minimum of thirty (30) days written notice before providing the above-mentioned records and corresponding certification.

39. **RIGHT TO AUDIT**

SUBRECIPIENT shall maintain all financial records, including electronic financial records, as may be prescribed by the MDEQ or by applicable federal and state laws, rules, and

regulations. SUBRECIPIENT shall retain these records for a period of ten (10) years after final payment. These records shall be made available during the term of the Agreement and the subsequent ten (10) year period for examination, transcription, and audit by MDEQ, the Mississippi State Auditor's Office, its designees, or other authorized bodies, including the Office of Inspector General. If any litigation, claim, investigation, or audit relating to this Agreement or an activity funded under the Agreement is started before the expiration of the ten (10) year period, the records must be retained until all litigation, claims, investigations, or audit findings involving the records have been resolved and final action taken.

40. **RIGHT TO INSPECT WORK; ACCESS**

MDEQ and their representatives, invitees, and consultants shall have access and the right to conduct announced and unannounced onsite and offsite physical visits to inspect all Work hereunder. Notwithstanding any review or inspection by MDEQ and their representatives, invitees, and consultants, SUBRECIPIENT shall not be relieved of its responsibility for performance of the Work or the submission of reports as expressly set forth in this Agreement solely by virtue of such inspection or review of the Work. SUBRECIPIENT shall provide MDEQ and its representatives, invitees, and consultants with the opportunity to participate in site inspections, meetings, and/or teleconferences, as appropriate, related to SUBRECIPIENT's performance of the Work.

41. **SEVERABILITY**

If any part of this Agreement is declared to be invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision of the Agreement that can be given effect without the invalid or unenforceable provision, and to this end the provisions hereof are severable. In such event, the Parties shall amend the Agreement as necessary to reflect the original intent of the Parties and to bring any invalid or unenforceable provisions in compliance with applicable law.

42. **THIRD PARTY ACTION NOTIFICATION**

SUBRECIPIENT shall give the MDEQ prompt notice in writing of any action or suit filed, and prompt notice of any claim made against SUBRECIPIENT by any entity that may result in litigation related in any way to this Agreement.

43. **CERTIFICATIONS**

SUBRECIPIENT's execution of this Agreement shall be deemed as acknowledgement, guarantee and certification by SUBRECIPIENT of the following:

A. SUBRECIPIENT has sufficient LFRF in its possession that it will use to match MCWI Grant Funds.

B. SUBRECIPIENT will follow and abide by all ARPA guidelines, guidance, rules, regulations, and other criteria, as may be amended from time to time, by the U.S. Treasury regarding the use of monies under this Agreement.

C. As required in Attachment A, Article (1) a., SUBRECIPIENT's Authorized Representative, or his/her designee has watched the video on the MDEQ <https://www.mswaterinfrastructure.com> web-page entitled "American Rescue Plan Act State & Local Fiscal Recovery Funds, Procurement Overview."

D. All of SUBRECIPIENT's LFRF used as MCWI matching funds, as well as MCWI Grant Funds received by SUBRECIPIENT, have been or will be used for the Project detailed in this Agreement.

E. Upon request by MDEQ, SUBRECIPIENT will provide an Intergovernmental Review Certification as detailed in the MCWI Regulations.

F. SUBRECIPIENT will obligate all MCWI Grant Funds and LFRF funds used for MCWI matching funds by 11:59 p.m. on August 30, 2024.

G. If SUBRECIPIENT does not complete the Project by December 31, 2026, SUBRECIPIENT acknowledges and agrees to complete the Project with other funds.

44. **WAIVER**

No delay or omission by either Party to this Agreement in exercising any right, power, or remedy hereunder or otherwise afforded by Agreement, at law, or in equity shall constitute an acquiescence therein, impair any other right, power or remedy hereunder or otherwise afforded by any means, or operate as a waiver of such right, power, or remedy. No waiver by either Party to this Agreement shall be valid unless set forth in writing by the Party making said waiver. No waiver of or modification to any term or condition of this Agreement will void, waive, or change any other term or condition. No waiver by one Party to this Agreement of a default by the other Party will imply, be construed as or require waiver of future or other defaults.

45. **COMPLIANCE WITH MISS. CODE ANN. § 31-5-37**

If applicable, SUBRECIPIENT shall ensure that Contracted Parties and bidders solicited for contract awards pursuant to this Agreement comply with the requirements of Miss. Code. Ann. § 31-5-37. SUBRECIPIENT shall require all bidders for any contract of Five Thousand Dollars (\$5,000.00) or more procured or to be procured with funds received pursuant to this Agreement to submit a certification with their bid that said bidder will comply with the provisions of Miss. Code. Ann. § 31-5-37. In addition, within seven (7) days of any such contract award procured or to be procured with funds received pursuant to this Agreement, SUBRECIPIENT shall require the Contracted Party to submit to both SUBRECIPIENT and the Mississippi Department of Employment Security ("MDES") an employment plan which conforms to the requirements contained in Miss. Code. Ann. § 31-5-37(2).

From the date written notice of any such contract award is received and until ten (10) business days after the receipt of the employment plan by MDES, the Contracted Party and any subcontractors shall not hire any personnel to fill vacant positions for the project except residents of the State of Mississippi who are to be verified by MDES and/or those qualified individuals who are submitted by MDES. However, the Contracting Party or contractor is authorized to employ

Mississippi residents to begin work immediately if such persons are verified by MDES after employment by the Contracting Party or contractor. SUBRECIPIENT shall vacate the contract award in the event the Contracting Party fails to comply with the provisions of Miss. Code Ann. § 31-5-37.

46. **CONFLICT OF INTEREST**

SUBRECIPIENT shall immediately notify MDEQ in writing of any potential conflict of interest resulting from the representation of or service to other clients or otherwise affecting this Agreement in any way. If any such conflict occurs before it is discovered, SUBRECIPIENT shall notify MDEQ of such conflict within five (5) working days of such discovery. If such conflict cannot be resolved to MDEQ's satisfaction, MDEQ reserves the right to terminate this Agreement per the "Termination for Convenience" clause.

47. **SUCCESSORS AND ASSIGNS**

This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective permitted successors and permitted assigns.

48. **NO THIRD-PARTY BENEFICIARIES**

This Agreement is for the sole benefit of the Parties hereto and their respective successors and permitted assigns, and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

49. **EVALUATION**

SUBRECIPIENT agrees to assist and cooperate with the MDEQ or its duly designated representatives in the monitoring of the Project(s) to which the Agreement relates, and to provide in form and manner approved by MDEQ such monitoring reports, progress reports, and the like as may be required and to provide such reports at the times specified.

Further, SUBRECIPIENT agrees to cooperate with MDEQ or its duly designated representatives by providing timely responses to all reasonable requests for information to assist in evaluation of the accomplishments of the Project and the agreement for a period of ten (10) years after the date on which the Final Reports are provided.

50. **VENUE**

Venue for the resolution of any dispute, according to Article 28 of this Agreement, shall be before the Mississippi Commission on Environmental Quality if pursuing an administrative appeal, and venue for any subsequent litigation shall be in the Chancery Court of Hinds County, Mississippi.

51. **HEADINGS**

The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.

52. **NOTICES**

Unless otherwise specified in the Agreement, all notices, requests, consents, claims, demands, waivers and other communications hereunder shall be in writing and shall be deemed to have been given (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by facsimile or e-mail of document(s) (with confirmation of transmission) if sent during normal business hours of the recipient, and on the next business day if sent after normal business hours of the recipient; or (d) on the third day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Such communications must be sent to the respective Parties at the following addresses (or at such other address for a Party as shall be specified in a notice given in accordance with this subsection):

If to MDEQ:	Attention: MCWI Contract Administration 515 East Amite Street P.O. Box 2249 Jackson, MS 39201 E-mail: MCWIdocuments@mdeq.ms.gov
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If to SUBRECIPIENT:	Attention: Mayor Gene McGee 100 W. School Street Ridgeland, MS 39157 Phone: (601) 856-7113 E-mail: Mayor.McGee@Ridgelandms.org
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53. **COUNTERPARTS**

Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same Agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

[SIGNATURE PAGE FOLLOWS]

For the faithful performance and consideration provided under the terms of this Agreement, the Parties hereto have caused this Agreement to be executed by their undersigned authorized representatives.

MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY

Chris Wells
Executive Director

Date

CITY OF RIDGELAND

Mayor Gene McGee
Signature of Authorized Representative

Gene McGee
Printed Name

Title

Date

ATTACHMENT A

PROJECT NAME, SCOPE OF WORK AND PROJECT TIMELINE AND REQUIREMENTS

PROJECT NAME

South Highland Colony Parkway Water Storage Tank and Water Supply Well

SCOPE OF WORK

The Project shall be defined as eligible activities funded in whole or in part under this Agreement as follows:

Scope of work for this Project is to include construction of the South Highland Colony Parkway Well, storage tank, and necessary connections.

The general Scope of Work to be performed by SUBRECIPIENT is limited to that which was submitted in the MCWI Application Portal and approved for funding in accordance with the MCWI Program Regulations. SUBRECIPIENT hereby agrees that no additional eligible scope may be added to this Scope of Work without the express written consent of MDEQ. The Scope of Work eligible for reimbursement is limited to that identified as eligible by MDEQ and further described by plans, specifications, contract documents, and contract change orders approved as eligible by MDEQ.

PROJECT TIMELINE AND REQUIREMENTS

(1) SUBRECIPIENT agrees to the following schedule.

- a. Within 10 days of execution of this Agreement, SUBRECIPIENT's Authorized Representative, or his/her designee shall watch the video on the MDEQ <https://www.mswaterinfrastructure.com> web-page entitled "American Rescue Plan Act State & Local Fiscal Recovery Funds, Procurement Overview." The web-page will track compliance with this requirement;
- b. On or about March 6, 2023, submit a complete set of plans, specifications, contract documents on each construction contract, and all applicable permits and agency approvals, if not already submitted to MDEQ;
- c. On or about March 16, 2023, advertise each construction contract for bids, if not already submitted to MDEQ;
- d. On or about May 1, 2023, but no later than 45 days after advertisement for construction bids on each construction contract, receive bids;

- e. No later than 60 days after receipt of bids on each construction contract, execute construction contract;
- f. No later than 15 days after execution of construction contract, submit the entire procurement file (including but not limited to the request for proposals, evidence of publication, MBE/WBE documentation, all received bids, evaluation and selection documentation, executed construction contracts, and professional services contracts);
- g. No later than 60 days after execution of each construction contract, execute and submit a copy of the notice to proceed;
- h. No later than 5 business days after the estimated completion of 25% of construction, submit a notice to MDEQ of such milestone;
- i. No later than 5 business days after the estimated completion of 50% of construction, submit a notice to MDEQ of such milestone;
- j. No later than 5 business days after the estimated completion of 75% of construction, submit a notice to MDEQ of such milestone;
- k. No later than 5 business days after completion of each construction contract, notify MDEQ of construction completion;
- l. No later than 30 days after the contract completion date on each construction contract, submit all change orders which include time extensions, or a request and justification for delaying MDEQ's final construction observation;
- m. Within 45 days of Project completion, but no later than September 30, 2026, whichever is earlier, unless an extension of this date is specifically authorized by MDEQ, SUBRECIPIENT must submit the following: Final Report, as listed in Article 11, the engineer's certification of compliance with plans, specifications, and contract documents; final professional services contract amendments, if any; and all other administrative forms and documents required by the Agreement.

(2) To the extent any documents required to be submitted in Attachment A, Article (1) above were submitted with the MCWI Grant Application through the Application Portal, the documents do not need to be resubmitted.

(3) All documents required to be submitted in Attachment A, Article (1) above, shall be uploaded to the Documents Portal at <https://www.mswaterinfrastructure.com>.

ATTACHMENT B

SYSTEMS AND PROCESSES FOR FINANCIAL MANAGEMENT RECOMMENDATIONS AND/OR CORRECTIVE ACTION PLAN

An evaluation for the assessment of uncontrolled risks of the SUBRECIPIENT's systems and processes for financial management was performed as of part of the initial subaward process by MDEQ, acting on behalf of the State of Mississippi, as administrator of this Subaward Agreement. MDEQ requests the SUBRECIPIENT provide the following information to MDEQ as part of observations made during the evaluation. MDEQ reserves the right to re-evaluate the assessment of uncontrolled risks upon subsequently identified facts:

1. SUBRECIPIENT agrees to provide MDEQ with a copy of their annual audited financial statements within 60 days of the report release date throughout the Period of Performance.
2. SUBRECIPIENT agrees to promptly notify MDEQ of any significant changes made to the SUBRECIPIENT's current policies and procedures that would impact financial management systems and processes, specifically those communicated as part of the evaluation, from which the current residual risk levels were derived.
3. SUBRECIPIENT agrees to promptly notify MDEQ of any level of fraud or abuse discovered within the organization without regard to materiality that is related to the operation of the Project, as well as other pervasive deficiencies identified for grant management practices from any source, both external and internal, throughout the program performance period.
4. If deficiencies, significant deficiencies and/or material weaknesses are reported to the SUBRECIPIENT, as part of any assurance, attestation, or monitoring engagement during the program performance period, SUBRECIPIENT agrees to provide its response(s) and/or corrective action plan(s) to MDEQ so that prompt action can be taken by MDEQ to mitigate any elevated level of uncontrolled risk that could potentially impact MDEQ's or the SUBRECIPIENT's ability to comply with Federal Award and/or subaward requirements.
5. SUBRECIPIENT agrees that MDEQ has the right to perform monitoring procedures as deemed appropriate by MDEQ based on the assessed risk of noncompliance.

**ATTACHMENT C
SUBAWARD TERMS AND CONDITIONS
FOR CONTRACTED PARTIES**

1. AUTHORITY TO PARTICIPATE IN THIS AGREEMENT

The Contracted Party certifies that (a) it is either a 1) state agency, 2) a validly organized business that is authorized to do business in the state of Mississippi, 3) a nongovernmental organization, or 4) a political subdivision of the state of Mississippi with valid authority to enter into this agreement and; (b) entry into and performance under this agreement is not restricted or prohibited by any loan, security, financing, contractual, or other agreement of any kind; and (c) notwithstanding any other provision of this Agreement to the contrary, that there are no existing legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under this agreement.

2. DEBARMENT AND SUSPENSION

Contractor/Contracted Parties certifies to the best of its knowledge and belief, that it:

A. is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transaction by any federal department or agency or any political subdivision or agency of the State of Mississippi;

B. has not, within a three (3) year period preceding this Agreement, been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction;

C. has not, within a three (3) year period preceding this Agreement, been convicted of or had a civil judgment rendered against it for a violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

D. is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of these offenses enumerated in Article 2.B. and Article 2.C., above; and,

E. has not, within a three (3) year period preceding this Agreement, had one or more public transactions (federal, state, or local) terminated for cause or default.

This agreement is subject to 31 C.F.R. Part 19.

3. INDEMNIFICATION

To the extent allowed by state law, Contracted Party agrees to indemnify and save, release and hold harmless the State of Mississippi, the Commission on Environmental Quality, MDEQ, all of their employees and officers, and the Department's contractors from and against any and all

claim, demand, cause of action, liability, loss, damage, injury, suit, judgment, debt and cost, including attorney's fees or expenses on the part of any Contracted Party, their agents or employees or any other parties arising out of or incident to, any and all Work under the terms of this Agreement.

4. RELATIONSHIP STATUS

The Contracted Party acknowledges and agrees that MDEQ is not a party, in any manner whatsoever, to any contract between the SUBRECIPIENT and the construction contractor(s), engineer(s), attorney(s), equipment supplier(s), contractor(s), or between any other parties of any kind whatsoever (hereinafter collectively referred to as "vendor"). The SUBRECIPIENT and Contracted Party also acknowledge and agree that any benefit to vendors contracting with the SUBRECIPIENT or Contracted Parties arising from or associated with this Agreement is strictly incidental and all such vendors are not and are not intended to be considered as third party beneficiaries under any agreement between MDEQ and the SUBRECIPIENT.

Upon execution of any contract between the SUBRECIPIENT and any other party in regard to the project, MDEQ does not assume any authorities, duties, responsibilities, or liabilities under such contract. The SUBRECIPIENT and Contracted Party shall not have any authority to bind or otherwise obligate MDEQ, directly or indirectly, under any contract or agreement between the SUBRECIPIENT and any other party. The SUBRECIPIENT, Contracted Party and its vendors acknowledge and agree that any action taken by MDEQ in its role of grantor, or in its separate and distinct role as regulator shall not in any way change or alter its position as that of grantor.

MDEQ does not have any authority, duty, responsibility, or liability in contract claims or dispute identification, negotiation, resolution, or any other actions regarding contract claims under the contract(s) between the SUBRECIPIENT and any other party. The SUBRECIPIENT and the Contracted Party acknowledge and agree that MDEQ is not obligated to review, comment on, approve, or discuss the merits of any contract claims presented by or to any party. Any MDEQ reviews, approvals, observations, presence at meetings, written communications, verbal communications or other actions are not to be interpreted as addressing the merits of any claims, nor are they to be construed as interpreting the contract between the SUBRECIPIENT and the Contracted Party or any other parties.

5. ACCESS TO RECORDS

Provided Contracted Party is given reasonable advance written notice and such inspection is made during normal business hours of Contracted Party, then the Government Accountability Office, MDEQ, the State or any duly authorized representatives shall have unimpeded, prompt access to any of Contracted Party's books, documents, papers, and other records which are maintained or produced as a result of the Project for the purpose of making audits, investigations, examinations, excerpts, transcriptions, and copies of such documents. This right also includes timely and reasonable access to the Contracted Party's personnel for the purpose of interview and discussion related to such documents. All records related to this Agreement shall be retained by Contracted Party for a minimum of ten (10) years after final payment is made under this Agreement and all pending matters are closed; however, if any audit, litigation or other action arising out of or related in any way to this Project is commenced before the end of the ten (10) year period, the

records shall be retained for one (1) year after all issues arising out of the action are finally resolved or until the end of the ten (10) year period, whichever is later.

Contracted Party is not required to retain the above-mentioned records for the ten (10) year period prescribed in this Section and the “Right to Audit” provision only if all of the following conditions are satisfied:

A. Contracted Party has provided all of the documents described above and in the “Right to Audit” provision to MDEQ prior to the expiration of the ten (10) year retention period and a certification stating the same is simultaneously provided in writing to MDEQ;

B. No audit, litigation or other action arising out of or related in any way to this Project is commenced before Contracted Party provides the records and corresponding certification to MDEQ, in which case, Contracted Party shall retain the records until all issues arising out of the action are finally resolved; and

C. Contracted Party provides MDEQ a minimum of thirty (30) days written notice before providing the above-mentioned records and corresponding certification.

6. RECORD RETENTION AND RIGHT TO AUDIT

The Contracted Party shall maintain and retain books, documents, papers, financial records and other records, including electronic records, as may be prescribed by the MDEQ or by applicable federal and state laws, rules, and regulations. Contracted Party shall retain these records for a period of ten (10) years after final payment. These records shall be made available during the term of the Agreement and the subsequent ten (10) year period for examination, transcription, and audit by MDEQ, the Mississippi State Auditor’s Office, its designees, or other authorized bodies, including the Office of Inspector General. If any litigation, claim, investigation, or audit relating to this Agreement or an activity funded under the Agreement is started before the expiration of the ten (10) year period, the records must be retained until all litigation, claims, investigations, or audit findings involving the records have been resolved and final action taken.

7. RIGHT TO INSPECT WORK; SITE ACCESS

MDEQ and their representatives, invitees, and consultants shall have access and the right to conduct announced and unannounced onsite and offsite physical visits to inspect all Work hereunder. Upon request by MDEQ, Contracted Party shall provide MDEQ and its representatives, invitees, and consultants with the opportunity to participate in site inspections, meetings, and/or teleconferences, as appropriate, related to the performance of the Work.

8. CONFLICT OF INTEREST

The Contracted Party covenants that he presently has no interest and shall not acquire any interest direct or indirect in the Project that is the subject to this Agreement or any parcels therein, where applicable, or any other interest which would conflict in any manner or degree with the performance of his services hereunder. The Contracted Party further covenants that, in the performance of this agreement, no person having any such interest shall be employed.

The Contracted Party agrees to establish safeguards to prohibit employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have a family, business, or other tie.

9. COOPERATION AND EVALUATION

The Contracted Party agrees to assist and cooperate with the MDEQ or its duly designated representatives in the monitoring of the Project(s) to which the Agreement relates, and to provide in form and manner approved by MDEQ such monitoring reports, progress reports, and the like as may be required and to provide such reports at the times specified.

Further, the Contracted Party agrees to cooperate with MDEQ or its duly designated representatives by providing timely responses to all reasonable requests for information to assist in evaluation of the accomplishments of the Project and the agreement for a period of ten (10) years after the date on which the Final Reports are provided.



March 9, 2023

TO: Mayor & Board of Aldermen
FROM: Bryan Johnson, Economic Development Director
SUBJECT: Surplus Property

I am requesting the following item to be approved as surplus property and sold on the Govdeal's website:

Make	Model	Serial Number	Fixed Asset #
Canon	Canon Scanner IPF 785	BAAS1071	180-2-0117

Your Consideration and approval of this request will be greatly appreciated.

Thanks,

Bryan Johnson

mailing address: p.o. box 217 • ridgeland, ms 39158
street address: 100 West School Street • ridgeland, ms 39157
ph: 601.856.7113 • www.ridgelandms.org

Gene F. McGee, cmo - mayor • Alan Hart, rla, asla - director of public works

board of aldermen: D.I. Smith, cmo - at-large • Ken Heard, cmo - ward 1 • Chuck Gautier, cmo - ward 2
Kevin Holder, cmo - ward 3 • Brian P. Ramsey, cmo - ward 4 • Bill Lee - ward 5 • Wesley Hamlin, cmo, mayor pro tempore - ward 6



police department

March 14, 2023

TO: Mayor & Board of Aldermen

FROM: Brian Myers, Chief of Police 

SUBJECT: Special Event – Ride of Silence

I have attached a request for a Special Event Permit from Wendy Bourdin with the City of Ridgeland Recreation and Parks Department. This event is the annual Ride of Silence scheduled for Wednesday, May 17, 2023, from 7:00 p.m. to 8:00 p.m.

Ms. Bourdin is expecting 50 to 100 participants. Arrangements have been made for clean-up upon the conclusion of the event.

This event will generate overtime for the police department for (9) officers at 1.5 hours each. The use of reserve officers will be made if they are available for duty.

Ms. Bourdin has requested the filing fee and bond fee be waived. This Special Event Permit has been forwarded to the Ridgeland Fire Department and requested they contact Ms. Bourdin for any required assistance needed.

Your consideration and approval will be greatly appreciated.

Attachments: (2)



CITY OF RIDGELAND
SPECIAL EVENT PERMIT APPLICATION
(Please allow minimum 30 days for approval)



EVENT NAME: Ride of Silence

EVENT LOCATION: Northpark

EVENT DATE: Beginning May 17, 2023 to Ending May 17, 2023 Multiple Days: ☐ YES ☒ NO

EVENT HOURS: Beginning 7:00 pm to Ending 8:00 pm

TYPE OF EVENT: Bike Ride in memory or honor of those that have been struck by a car
Wendy Bourdin 601-573-0559

EVENT POINT OF CONTACT: Jayce Powell 601-506-9829 CELL NUMBER: _____
(This person must remain on scene during the entire event)

NAME OF ORGANIZATION: City of Ridgeland Recreation and Parks

ADDRESS: 100 West School Street CITY/STATE/ZIP: Ridgeland, MS 39157

ESTIMATED CROWD SIZE: 50-100 NUMBER OF EVENT PERSONNEL: 2-3

ARRANGEMENTS FOR RESTROOM FACILITIES: ☒ YES ☐ NO LOCATION: In Northpark

ARRANGEMENTS FOR SITE CLEAN-UP: ☒ YES ☐ NO DETAILS: Jayce Powell will be responsible for clean up

RECYCLING PROGRAM FOR WASTE

☐ YES ☒ NO DETAILS: _____

The City of Ridgeland will assist organizers in planning and locating recycle bins for recyclable waste through local companies. Event organizers are encouraged to maintain the City of Ridgeland's vision of a green environment by having your event recycle its waste.

MOBILE FOOD VENDING ☐ YES ☒ NO

In the event organizer will utilize mobile food vending services as part of this special event, complete section below. In accordance with the City of Ridgeland Mobile Food Vending Ordinance, the following vendors have complied with the requirements set forth in ordinance Chapter 22, Article V (Mobile Food Vending) for obtaining a Special Event Mobile Food Vending Permit from the City of Ridgeland.

MOBILE FOOD VENDOR NAME: _____

Photocopy of City of Ridgeland Food Vending Permit (Required): ☐ YES ☐ NO

Photograph(s) of Mobile Food Vehicle or Pushcart (Optional but suggested): ☐ YES-Attached ☐ NO

MOBILE FOOD VENDOR NAME: _____

Photocopy of City of Ridgeland Food Vending Permit (Required): ☐ YES ☐ NO

Photograph(s) of Mobile Food Vehicle or Pushcart (Optional but suggested): ☐ YES-Attached ☐ NO

MOBILE FOOD VENDOR NAME: _____

Photocopy of City of Ridgeland Food Vending Permit (Required): ☐ YES ☐ NO

Photograph(s) of Mobile Food Vehicle or Pushcart (Optional but suggested): ☐ YES-Attached ☐ NO

MOBILE FOOD VENDOR NAME: _____

Photocopy of City of Ridgeland Food Vending Permit (Required): ☐ YES ☐ NO

Photograph(s) of Mobile Food Vehicle or Pushcart (Optional but suggested): ☐ YES-Attached ☐ NO

(If additional Mobile Food Vendors will be present, attach a separate sheet with the above information included)

UNMANNED AIRCRAFT SYSTEM – DRONE USAGE

Will the organizers of this event use the services of an UAS (unmanned aircraft system): ☐ YES ☒ NO

If Yes, who is the operator of the system: _____ Cell Number: _____

If an UAS/Drone will be utilized, a copy of the following required documents must be attached to this application:

Section 333 Exemption or Aircraft Certification

- Certificate of Authorization (COA)
- Aircraft Registration and Markings
- Pilot Certificate

FIRST AID/MEDICAL STATION(s): ☐ YES ☒ NO LOCATION(s): _____

POLICE/SECURITY PERSONNEL REQUIRED: _____ ☒ Police Dept. Assigned ☐ Self-Hired ☐ Not Applicable

ASSISTANCE FROM OTHER CITY DEPARTMENTS: ☐ Fire Department ☐ Public Works/Streets ☒ Recreation/Parks

Applicant Printed Name: Wendy Bourdin Contact Number: 601-573-0559

Applicant Signature: Wendy Bourdin Date: 2-22-2023

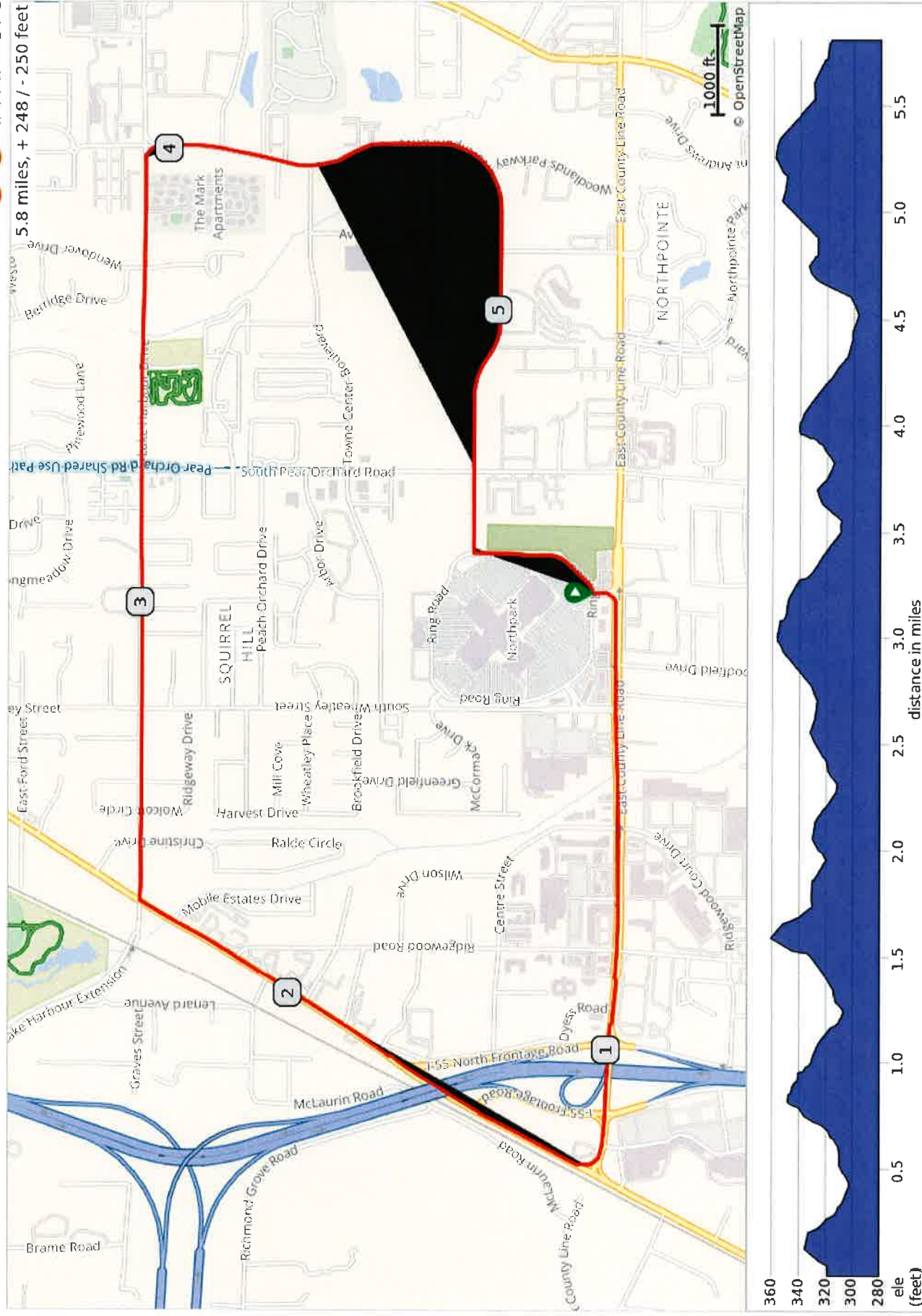
Application Instructions

- 1). You must present to the Chief of Police or his designee your plan for parking and traffic control. You must state in this plan whether or not police or private security personnel will be needed to direct and handle traffic and parking.
- 2). City of Ridgeland Special Events Ordinance section 10-33(2) requires adequate security be provided at special events. This requirement is one security officer for every 400 people in attendance. A private security company may be used but preference shall be given to the hiring of off duty personnel. The assistance from Ridgeland Police Department for road course races/walks to secure intersections shall not be considered as part of the security requirement. The personnel assigned for traffic control are in addition to any requirement for on-site security personnel required in the ordinance.
- 3). If the event is to have outdoor music, a Permit to Play on Premises Music will be required from the applicant agreeing to comply with the noise ordinance of the City of Ridgeland, MS.
- 4). If there is a need for Police Dept., Fire Dept., Public Works Dept. and/or Rec/Parks Dept. personnel to work in controlling the special event, the applicant will agree to pay this cost from the filing of a bond fee.
- 5). The applicant may be required to post a bond fee in the minimum amount of one thousand dollars (\$1,000.00) with the City Clerk. This is to ensure that the event area is immediately cleaned up after its conclusion, and any City employee who works overtime as a result of the special event, will be compensated from the bond proceeds.
- 6). Submit the above application and information to the Office of the Chief of Police with a non-refundable filing fee of one hundred dollars (\$100.00) along with the above referenced bond fee. This application will be forwarded to the Patrol Division Commander or a designee who will review the application for all required documentation. This application and documentation will be presented to the Ridgeland Board of Aldermen for subsequent approval. **Please allow a minimum of 30 days to complete the process and receive approval.**

- 7). Event organizers should submit a map outlining the area where an event is to be held. Points of interest (entrance/exit points, first aid stations, etc...) shall be included on this map. If the event is a road race/walk, a map reflecting the proposed course route along with a description of the route shall be included. If any portion of the route will include sections of the Natchez Trace Parkway, you must first obtain approval from the Natchez Trace Chief (phone no. 662-680-4014; Ridgeland office 601-856-7321) and documentation reflecting this approval must be submitted with this application.
- 8). If the event is to be held at Old Trace Park and/or Madison Landing, you must first seek approval from PRVWSD Parks and Recreation (601-856-6319) and obtain a Facility Use Application which must be submitted with this application.
- 9). The number of event personnel will represent the number of people from the organization who will be assisting with the overall operation of the event. This will include any volunteers from the organization.
- 10). The arrangements for restroom facilities as addressed in the Ridgeland Code of Ordinances indicate 1 restroom per 150 people in attendance. These may be portable restrooms or existing restroom structures.
- 11). The event organizer or organization will be responsible for clean-up at the conclusion of the event. The City of Ridgeland encourages organizations to participate in a recycle program for any waste or debris to be discarded.
- 12). The first aid station located on the event site shall be manned by a state certified EMT.
- 13). The number of police/security personnel shall be determined by the expected crowd size. The event organizer may staff the event to satisfy this requirement through off-duty law enforcement personnel. The Ridgeland Police Department will assist the organizers if they choose the police department assigned option, or the event organizers may choose the self-hire option to select their own personnel to comply with the ordinance.
- 14). In accordance with City of Ridgeland Mobile Food Vending Ordinance (Chapter 22, Article V), any special event organizer who utilizes the services of a mobile food truck or pushcart must comply with the requirements under this above referenced section. If you utilize the services of a mobile food vendor, the applicant named on this permit will ensure the requirements under section 22-203 (b) are met and obtain a Special Event Mobile Food Vending Permit from the City of Ridgeland Department of Finance and Administration.

For Police Department Use Only

This application was received by the Ridgeland Police Department on <u>2/24/23</u> and has been reviewed by the appropriate personnel. This application has been APPROVED / DENIED by the Chief of Police or Designee. If approved by Ridgeland PD, this application will be submitted for consideration at the Ridgeland Mayor and Board of Alderman meeting to be held on <u>3-21-2023</u> .		
Chief of Police or Designee:	DATE: <u>3-14-2023</u>	
Number of Overtime Officers: <u>9 officers</u>	Estimated OT Cost: _____	
Additional Overtime Cost for City Departments: FIRE _____ P/W _____ REC/PARKS _____		





police department

March 14, 2023

TO: Mayor & Board of Aldermen

FROM: Brian Myers, Chief of Police

SUBJECT: Special Event – Pepsi Pops

I have attached a request for a Special Event Permit from Richard Hudson, Director of the Mississippi Symphony Orchestra. This event is their annual Pepsi Pops scheduled for Friday, May 12, 2023, from 5:00 p.m. to 10:00 p.m. at Old Trace Park.

Director Hudson is expecting a crowd of 1,200 and portable restrooms will be available on-site to accommodate participants as well as the use of the facilities at Old Trace Park. Mississippi Symphony Orchestra staff and volunteers will be responsible for cleaning up during and after the event.

This event will generate overtime for the police department and will require ten (10) posts to be manned for approximately seven (7) hours each for participant safety. The use of reserve officers will be made if available and use of on-duty officers may also be used if they are available and shifts may be adjusted to fit the Pepsi Pops schedule. Reservoir Police will also assist with traffic, parking lot security, and overall crowd monitoring.

The Special Event Permit is attached along with an application for Permit to Play On-Premises Music and Facility Use Application. Director Hudson has requested the \$100 filing fee and \$1,000 bond fee be waived.

Your consideration and approval will be greatly appreciated.

115 west school street • ridgeland, ms 39157
ph: 601.856.2121 • www.ridgelandms.org

Gene F. McGee, cmo - mayor • Brian Myers - chief of police
board of aldermen: D.I. Smith, cmo - at-large • Ken Heard, cmo - ward 1 • Chuck Gautier, cmo - ward 2
Kevin Holder, cmo - ward 3 • Brian P. Ramsey, cmo - ward 4 • Bill Lee - ward 5 • Wesley Hamlin, cmo, mayor pro tempore - ward 6



CITY OF RIDGELAND
SPECIAL EVENT PERMIT APPLICATION
(Please allow minimum 30 days for approval)



EVENT NAME: Pepsi Pops
EVENT LOCATION: Old Trace Park
EVENT DATE: Beginning 5/12/23 to Ending 5/12/23 Multiple Days: ☐ YES ☒ NO
EVENT HOURS: Beginning load-in 7:00 am Gates 5:30 to Ending 10:00 pm
TYPE OF EVENT: Family friendly symphony concert concluding with fireworks
EVENT POINT OF CONTACT: Richard Hudson CELL NUMBER: 601-672-6660
(This person must remain on scene during the entire event)
NAME OF ORGANIZATION: Mississippi Symphony Orchestra
ADDRESS: P.O. Box 2052 CITY/STATE/ZIP: Jackson, MS 39225
ESTIMATED CROWD SIZE: 1200 NUMBER OF EVENT PERSONNEL: 70
ARRANGEMENTS FOR RESTROOM FACILITIES: ☒ YES ☐ NO LOCATION: OTP parking lot
ARRANGEMENTS FOR SITE CLEAN-UP: ☒ YES ☐ NO DETAILS: MSO staff and volunteers to clean throughout event and at end.

RECYCLING PROGRAM FOR WASTE

☐ YES ☒ NO DETAILS: _____

The City of Ridgeland will assist organizers in planning and locating recycle bins for recyclable waste through local companies. Event organizers are encouraged to maintain the City of Ridgeland's vision of a green environment by having your event recycle its waste.

MOBILE FOOD VENDING ☒ YES ☐ NO

In the event organizer will utilize mobile food vending services as part of this special event, complete section below. In accordance with the City of Ridgeland Mobile Food Vending Ordinance, the following vendors have complied with the requirements set forth in ordinance Chapter 22, Article V (Mobile Food Vending) for obtaining a Special Event Mobile Food Vending Permit from the City of Ridgeland.

MOBILE FOOD VENDOR NAME: TBD by Brown Bottling

Photocopy of City of Ridgeland Food Vending Permit (Required): ☐ YES ☐ NO
Photograph(s) of Mobile Food Vehicle or Pushcart (Optional but suggested): ☐ YES-Attached ☐ NO

MOBILE FOOD VENDOR NAME: TBD by Brown Bottling

Photocopy of City of Ridgeland Food Vending Permit (Required): ☐ YES ☐ NO
Photograph(s) of Mobile Food Vehicle or Pushcart (Optional but suggested): ☐ YES-Attached ☐ NO

MOBILE FOOD VENDOR NAME:

N/A

Photocopy of City of Ridgeland Food Vending Permit (Required): ☐ YES ☐ NO

Photograph(s) of Mobile Food Vehicle or Pushcart (Optional but suggested): ☐ YES-Attached ☐ NO

MOBILE FOOD VENDOR NAME:

N/A

Photocopy of City of Ridgeland Food Vending Permit (Required): ☐ YES ☐ NO

Photograph(s) of Mobile Food Vehicle or Pushcart (Optional but suggested): ☐ YES-Attached ☐ NO

(If additional Mobile Food Vendors will be present, attach a separate sheet with the above information included)

UNMANNED AIRCRAFT SYSTEM – DRONE USAGE

Will the organizers of this event use the services of an UAS (unmanned aircraft system): ☐ YES ☒ NO

If Yes, who is the operator of the system: _____ Cell Number: _____

If an UAS/Drone will be utilized, a copy of the following required documents must be attached to this application:

Section 333 Exemption or Aircraft Certification

- Certificate of Authorization (COA)
- Aircraft Registration and Markings
- Pilot Certificate

FIRST AID/MEDICAL STATION(s): ☒ YES ☐ NO LOCATION(s): Centrally located on site
Traffic control

POLICE/SECURITY PERSONNEL REQUIRED: ☒ Police Dept. Assigned ☐ Self-Hired ☐ Not Applicable

ASSISTANCE FROM OTHER CITY DEPARTMENTS: ☐ Fire Department ☐ Public Works/Streets ☐ Recreation/Parks

Applicant Printed Name: Richard Hudson Contact Number: 601-672-6660

Applicant Signature: Richard Hudson Date: 3/1/23

Application Instructions

- 1). You must present to the Chief of Police or his designee your plan for parking and traffic control. You must state in this plan whether or not police or private security personnel will be needed to direct and handle traffic and parking.
- 2). City of Ridgeland Special Events Ordinance section 10-33(2) requires adequate security be provided at special events. This requirement is one security officer for every 400 people in attendance. A private security company may be used but preference shall be given to the hiring of off duty personnel. The assistance from Ridgeland Police Department for road course races/walks to secure intersections shall not be considered as part of the security requirement. The personnel assigned for traffic control are in addition to any requirement for on-site security personnel required in the ordinance.
- 3). If the event is to have outdoor music, a Permit to Play on Premises Music will be required from the applicant agreeing to comply with the noise ordinance of the City of Ridgeland, MS.
- 4). If there is a need for Police Dept., Fire Dept., Public Works Dept. and/or Rec/Parks Dept. personnel to work in controlling the special event, the applicant will agree to pay this cost from the filing of a bond fee.
- 5). The applicant may be required to post a bond fee in the minimum amount of one thousand dollars (\$1,000.00) with the City Clerk. This is to ensure that the event area is immediately cleaned up after its conclusion, and any City employee who works overtime as a result of the special event, will be compensated from the bond proceeds.
- 6). Submit the above application and information to the Office of the Chief of Police with a non-refundable filing fee of one hundred dollars (\$100.00) along with the above referenced bond fee. This application will be forwarded to the Patrol Division Commander or a designee who will review the application for all required documentation. This application and documentation will be presented to the Ridgeland Board of Aldermen for subsequent approval. **Please allow a minimum of 30 days to complete the process and receive approval.**

- 7). Event organizers should submit a map outlining the area where an event is to be held. Points of interest (entrance/exit points, first aid stations, etc...) shall be included on this map. If the event is a road race/walk, a map reflecting the proposed course route along with a description of the route shall be included. If any portion of the route will include sections of the Natchez Trace Parkway, you must first obtain approval from the Natchez Trace Chief (phone no. 662-680-4014; Ridgeland office 601-856-7321) and documentation reflecting this approval must be submitted with this application.
- 8). If the event is to be held at Old Trace Park and/or Madison Landing, you must first seek approval from PRVWSD Parks and Recreation (601-856-6319) and obtain a Facility Use Application which must be submitted with this application.
- 9). The number of event personnel will represent the number of people from the organization who will be assisting with the overall operation of the event. This will include any volunteers from the organization.
- 10). The arrangements for restroom facilities as addressed in the Ridgeland Code of Ordinances indicate 1 restroom per 150 people in attendance. These may be portable restrooms or existing restroom structures.
- 11). The event organizer or organization will be responsible for clean-up at the conclusion of the event. The City of Ridgeland encourages organizations to participate in a recycle program for any waste or debris to be discarded.
- 12). The first aid station located on the event site shall be manned by a state certified EMT.
- 13). The number of police/security personnel shall be determined by the expected crowd size. The event organizer may staff the event to satisfy this requirement through off-duty law enforcement personnel. The Ridgeland Police Department will assist the organizers if they choose the police department assigned option, or the event organizers may choose the self-hire option to select their own personnel to comply with the ordinance.
- 14). In accordance with City of Ridgeland Mobile Food Vending Ordinance (Chapter 22, Article V), any special event organizer who utilizes the services of a mobile food truck or pushcart must comply with the requirements under this above referenced section. If you utilize the services of a mobile food vendor, the applicant named on this permit will ensure the requirements under section 22-203 (b) are met and obtain a Special Event Mobile Food Vending Permit from the City of Ridgeland Department of Finance and Administration.

For Police Department Use Only

This application was received by the Ridgeland Police Department on <u>3/3/23</u> and has been reviewed by the appropriate personnel. This application has been <u>APPROVED</u> / DENIED by the Chief of Police or Designee. If approved by Ridgeland PD, this application will be submitted for consideration at the Ridgeland Mayor and Board of Alderman meeting to be held on <u>3-21-2023</u> .	
Chief of Police or Designee: <u>[Signature]</u>	DATE: <u>3-15-2023</u>
Number of Overtime Officers: <u>10 officers @ 7 hours</u> Estimated OT Cost: _____	
Additional Overtime Cost for City Departments: FIRE _____ P/W _____ REC/PARKS _____	

the city of RIDGELAND



CITY OF RIDGELAND

APPLICATION FOR

PERMIT TO PLAY ON PREMISES MUSIC

(Please allow minimum 30 days for approval)



DATE OF APPLICATION: 3/1/23

EVENT NAME: Pepsi Pops

EVENT LOCATION: Old Trace Park

DESCRIPTION OF ON-PREMISES ACTIVITY: Family friendly symphony concert with fireworks to conclude

DATE OF ACTIVITY: Beginning 5/12/23 to Ending 5/12/23

HOURS OF ACTIVITY: Load-in 7:00 am
Beginning Gates 5:30 to Ending 10:00 pm

ACTIVITY POINT OF CONTACT: Richard Hudson CELL NUMBER: 601-672-6660

(This person must remain on scene during the entire event)

NAME OF ORGANIZATION: Mississippi Symphony Orchestra

ADDRESS: P.O. Box 2052 CITY/STATE/ZIP: Jackson, MS 39225

https://library.municode.com/ms/ridgeland/codes/code_of_ordinances?nodeId=CO_CH46EN_ARTIVNO

Event organizers should become familiar with the City of Ridgeland Noise Ordinance to ensure compliance with law.

PROVIDE FACTS THAT WOULD SHOW THE ACTIVITY FOR WHICH THE PERMIT IS REQUESTED WOULD NOT DISTURB THE PEACE OF ANY FAMILY OR PERSON WITHIN THE AREA INTO WHICH SOUND SHALL CARRY: This is a Symphony Orchestra concert that will be minimally amplified by a professional sound company. It will probably be inaudible outside the park.

THE CHIEF OF POLICE SHALL HAVE THE AUTHORITY TO REVOKE ANY PERMIT ISSUED.

Applicants Signature: Richard Hudson Date: 3/1/23

☒ APPROVED

☐ DENIED

Chief of Police or Designee: [Signature]

Date: 3-15-2023

In the event a permit is denied, the applicant may appeal the decision to the Mayor and Board of Aldermen. Any such appeal shall be taken not more than ten (10) days from the denial of a permit by giving written notice of the appeal to the Ridgeland City Clerk.



FACILITY USE APPLICATION

1. Name of Facility: Old Trace Park Event Name: Pepsi Pops
2. Date Requested: 5/12/23 Time of Event: 5pm To 9 30pm
3. Sponsoring Organization: Mississippi Symphony Orchestra
Address: P.O. Box 2052 Jackson, MS 39225
Contact Person: Richard Hudson Contact Number: 601-672-6660
Email Address: rhudson@msorchestra.com
4. How many people do you anticipate attending the event? 1200
5. Will Concessions or Products be sold: Yes: ☒ No: ☐
Will a Gate Fee be charged: Yes: ☒ No: ☐
Will Service Fees be charged: Yes: ☐ No: ☒
6. Will there be amplified music at event?
(not to exceed 90 decibels) Yes: ☒ No: ☐
7. Will there be equipment / structures brought in for set-up? Yes: ☒ No: ☐
8. State in detail the nature of the event. Please use map to show location of event and its activities within the facility. Mississippi Symphony Orchestra Concert preceded by an "opening act." Event concludes with a 5 minute fireworks show at around 9:00pm. Same layout as in previous years
9. State in detail your traffic control plan. Please use map to show details. Ridgeland PD requested to assist with traffic management
10. State in detail your public toilet service plan: Adequate portable toilets and hand washing stations to be provided through McGraw / Gotta Go
11. Certificate of Liability Insurance is required. Must be submitted to the PRV Parks & Recreation Department 10 days prior to event. (\$1Million minimum)

PERMIT WILL NOT BE VALID WITHOUT THE FOLLOWING SIGNATURES:

City of Ridgeland Special Events Permit
OR Rankin County Sheriff's Department:



Chief Perry Waggener of the PRVWSD Reservoir Patrol:

PRVWSD Parks & Recreation Department:



police department

March 15, 2023

TO: Mayor & Board of Aldermen

FROM: Brian Myers, Chief of Police 

SUBJECT: Special Event – Center for Integrative Health-Spring Into Wellness 5K

I have attached a request for a Special Event Permit from Rachel Dear with the Center for Integrative Health. This event is a 5K scheduled for Saturday, April 15, 2023, from 8:30 a.m. to 11:30 a.m. at the Holmes Community College Wellness and Fitness Center.

Ms. Dear is expecting 200 participants. Restroom facilities are on site and arrangements have been made for staff and volunteers to set up and clean up after the event.

This event will generate overtime for the Ridgeland Police Department and will require seven (7) officers for approximately 3 hours. The use of reserve officers will be made if they are available for duty.

Checks in the amounts of \$100.00 and \$1,000.00 representing the filing fee and bond fee are attached. Special Event Permit, Permit to Play on Premises Music and Natchez Trace Special Use Permit are attached.

Your consideration and approval will be greatly appreciated.

115 west school street • ridgeland, ms 39157
ph: 601.856.2121 • www.ridgelandms.org

Gene F. McGee, cmo - mayor • Brian Myers - chief of police
board of aldermen: D.I. Smith, cmo - at-large • Ken Heard, cmo - ward 1 • Chuck Gautier, cmo - ward 2
Kevin Holder, cmo - ward 3 • Brian P. Ramsey, cmo - ward 4 • Bill Lee - ward 5 • Wesley Hamlin, cmo, mayor pro tempore - ward 6



CITY OF RIDGELAND
SPECIAL EVENT PERMIT APPLICATION
(Please allow minimum 30 days for approval)



EVENT NAME: Spring into Wellness 5K and Health Fair.
EVENT LOCATION: Holmes Community College, Wellness CTR., 331 Sunnybrook Rd.
EVENT DATE: Beginning April 15, 2023 to Ending April 15, 2023 Multiple Days: ☐ YES ☒ NO
EVENT HOURS: Beginning 8:30 AM to Ending 11:30 AM
TYPE OF EVENT: 5K Run/Walk and Fun Run/ Health Fair
EVENT POINT OF CONTACT: Sarah Whinery CELL NUMBER: 601-701-5773
(This person must remain on scene during the entire event)
NAME OF ORGANIZATION: UMC Center for Integrative Health
ADDRESS: 331 Sunnybrook Road CITY/STATE/ZIP: Ridgeland, MS 39157
ESTIMATED CROWD SIZE: 200 participants NUMBER OF EVENT PERSONNEL: _____
ARRANGEMENTS FOR RESTROOM FACILITIES: ☒ YES ☐ NO LOCATION: Located on site - Holmes CC Wellness + Fitness Center
ARRANGEMENTS FOR SITE CLEAN-UP: ☒ YES ☐ NO DETAILS: Area will be cleaned by staff after event.

RECYCLING PROGRAM FOR WASTE

☒ YES ☐ NO DETAILS: Recycling items will be placed in clear bags and dropped off at the Ridgeland Fire Dept. after the event. ^{garbage}

The City of Ridgeland will assist organizers in planning and locating recycle bins for recyclable waste through local companies. Event organizers are encouraged to maintain the City of Ridgeland's vision of a green environment by having your event recycle its waste.

MOBILE FOOD VENDING ☐ YES ☐ NO *Pending

In the event organizer will utilize mobile food vending services as part of this special event, complete section below. In accordance with the City of Ridgeland Mobile Food Vending Ordinance, the following vendors have complied with the requirements set forth in ordinance Chapter 22, Article V (Mobile Food Vending) for obtaining a Special Event Mobile Food Vending Permit from the City of Ridgeland.

MOBILE FOOD VENDOR NAME: _____

Photocopy of City of Ridgeland Food Vending Permit (Required): ☐ YES ☐ NO

Photograph(s) of Mobile Food Vehicle or Pushcart (Optional but suggested): ☐ YES-Attached ☐ NO

MOBILE FOOD VENDOR NAME: ~~_____~~

Photocopy of City of Ridgeland Food Vending Permit (Required): ☐ YES ☐ NO

Photograph(s) of Mobile Food Vehicle or Pushcart (Optional but suggested): ☐ YES-Attached ☐ NO

MOBILE FOOD VENDOR NAME: ~~N/A~~

Photocopy of City of Ridgeland Food Vending Permit (Required): ☐ YES ☐ NO

Photograph(s) of Mobile Food Vehicle or Pushcart (Optional but suggested): ☐ YES-Attached ☐ NO

MOBILE FOOD VENDOR NAME: ~~N/A~~

Photocopy of City of Ridgeland Food Vending Permit (Required): ☐ YES ☐ NO

Photograph(s) of Mobile Food Vehicle or Pushcart (Optional but suggested): ☐ YES-Attached ☐ NO

(If additional Mobile Food Vendors will be present, attach a separate sheet with the above information included)

UNMANNED AIRCRAFT SYSTEM – DRONE USAGE

Will the organizers of this event use the services of an UAS (unmanned aircraft system): ☐ YES ☒ NO

If Yes, who is the operator of the system: n/a Cell Number: n/a

If an UAS/Drone will be utilized, a copy of the following required documents must be attached to this application:

Section 333 Exemption or Aircraft Certification

- Certificate of Authorization (COA)
- Aircraft Registration and Markings
- Pilot Certificate

FIRST AID/MEDICAL STATION(s): ☒ YES ☐ NO LOCATION(s): 331 Sunnybrook Road, Ridgeland, MS

POLICE/SECURITY PERSONNEL REQUIRED: ☐ ☒ Police Dept. Assigned ☐ Self-Hired ☐ Not Applicable

ASSISTANCE FROM OTHER CITY DEPARTMENTS: ☐ Fire Department ☐ Public Works/Streets ☐ Recreation/Parks

Applicant Printed Name: Rachel Dear Contact Number: 601-316-3432

Applicant Signature: Rachel Dear Date: 3-1-23

Application Instructions

- 1). You must present to the Chief of Police or his designee your plan for parking and traffic control. You must state in this plan whether or not police or private security personnel will be needed to direct and handle traffic and parking.
- 2). City of Ridgeland Special Events Ordinance section 10-33(2) requires adequate security be provided at special events. This requirement is one security officer for every 400 people in attendance. A private security company may be used but preference shall be given to the hiring of off duty personnel. The assistance from Ridgeland Police Department for road course races/walks to secure intersections shall not be considered as part of the security requirement. The personnel assigned for traffic control are in addition to any requirement for on-site security personnel required in the ordinance.
- 3). If the event is to have outdoor music, a Permit to Play on Premises Music will be required from the applicant agreeing to comply with the noise ordinance of the City of Ridgeland, MS.
- 4). If there is a need for Police Dept., Fire Dept., Public Works Dept. and/or Rec/Parks Dept. personnel to work in controlling the special event, the applicant will agree to pay this cost from the filing of a bond fee.
- 5). The applicant may be required to post a bond fee in the minimum amount of one thousand dollars (\$1,000.00) with the City Clerk. This is to ensure that the event area is immediately cleaned up after its conclusion, and any City employee who works overtime as a result of the special event, will be compensated from the bond proceeds.
- 6). Submit the above application and information to the Office of the Chief of Police with a non-refundable filing fee of one hundred dollars (\$100.00) along with the above referenced bond fee. This application will be forwarded to the Patrol Division Commander or a designee who will review the application for all required documentation. This application and documentation will be presented to the Ridgeland Board of Aldermen for subsequent approval. **Please allow a minimum of 30 days to complete the process and receive approval.**

- 7). Event organizers should submit a map outlining the area where an event is to be held. Points of interest (entrance/exit points, first aid stations, etc...) shall be included on this map. If the event is a road race/walk, a map reflecting the proposed course route along with a description of the route shall be included. If any portion of the route will include sections of the Natchez Trace Parkway, you must first obtain approval from the Natchez Trace Chief (phone no. 662-680-4014; Ridgeland office 601-856-7321) and documentation reflecting this approval must be submitted with this application.
- 8). If the event is to be held at Old Trace Park and/or Madison Landing, you must first seek approval from PRVWSD Parks and Recreation (601-856-6319) and obtain a Facility Use Application which must be submitted with this application.
- 9). The number of event personnel will represent the number of people from the organization who will be assisting with the overall operation of the event. This will include any volunteers from the organization.
- 10). The arrangements for restroom facilities as addressed in the Ridgeland Code of Ordinances indicate 1 restroom per 150 people in attendance. These may be portable restrooms or existing restroom structures.
- 11). The event organizer or organization will be responsible for clean-up at the conclusion of the event. The City of Ridgeland encourages organizations to participate in a recycle program for any waste or debris to be discarded.
- 12). The first aid station located on the event site shall be manned by a state certified EMT.
- 13). The number of police/security personnel shall be determined by the expected crowd size. The event organizer may staff the event to satisfy this requirement through off-duty law enforcement personnel. The Ridgeland Police Department will assist the organizers if they choose the police department assigned option, or the event organizers may choose the self-hire option to select their own personnel to comply with the ordinance.
- 14). In accordance with City of Ridgeland Mobile Food Vending Ordinance (Chapter 22, Article V), any special event organizer who utilizes the services of a mobile food truck or pushcart must comply with the requirements under this above referenced section. If you utilize the services of a mobile food vendor, the applicant named on this permit will ensure the requirements under section 22-203 (b) are met and obtain a Special Event Mobile Food Vending Permit from the City of Ridgeland Department of Finance and Administration.

For Police Department Use Only

This application was received by the Ridgeland Police Department on <u>3/7/23</u> <u>(B)</u> and has been reviewed by the appropriate personnel. This application has been APPROVED / DENIED by the Chief of Police or Designee. If approved by Ridgeland PD, this application will be submitted for consideration at the Ridgeland Mayor and Board of Alderman meeting to be held on <u>3-21-2023</u> .		
Chief of Police or Designee: <u>[Signature]</u>	DATE: <u>3-15-2023</u>	
Number of Overtime Officers: <u>2 officers @ 3 hours</u>	Estimated OT Cost: _____	
Additional Overtime Cost for City Departments: FIRE _____	P/W _____	REC/PARKS _____



CITY OF RIDGELAND
APPLICATION FOR
PERMIT TO PLAY ON PREMISES MUSIC
(Please allow minimum 30 days for approval)



DATE OF APPLICATION: March 1, 2023
EVENT NAME: Spring into Wellness
EVENT LOCATION: Holmes Community College Wellness and Fitness Center
DESCRIPTION OF ON-PREMISES ACTIVITY: 5K Race, 1 mile fun run, free health fair with fitness activities
DATE OF ACTIVITY: Beginning April 15th, 2023 to Ending April 15th, 2023
HOURS OF ACTIVITY: Beginning 8:30 am to Ending 11:30 am
ACTIVITY POINT OF CONTACT: Sarah Whinery CELL NUMBER: 601-701-5773

(This person must remain on scene during the entire event)

NAME OF ORGANIZATION: UMMC Center for Integrative Health
ADDRESS: 331 Sunnybrook Rd. CITY/STATE/ZIP: Ridgeland, MS 39157
[https://library.municode.com/ms/ridgeland/codes/code of ordinances?nodeId=CO CH46EN ARTIVNO](https://library.municode.com/ms/ridgeland/codes/code%20of%20ordinances?nodeId=CO_CH46EN_ARTIVNO)

Event organizers should become familiar with the City of Ridgeland Noise Ordinance to ensure compliance with law.

PROVIDE FACTS THAT WOULD SHOW THE ACTIVITY FOR WHICH THE PERMIT IS REQUESTED WOULD NOT DISTURB THE PEACE OF ANY FAMILY OR PERSON WITHIN THE AREA INTO WHICH SOUND SHALL CARRY: We are located

off I-55 Frontage Rd. near a commercial, non-residential area. We are approximately 1 mile from any other business, which will not be open at the time of the event.

THE CHIEF OF POLICE SHALL HAVE THE AUTHORITY TO REVOKE ANY PERMIT ISSUED.

Applicants Signature: Rachel Dean

Date: 3-1-23

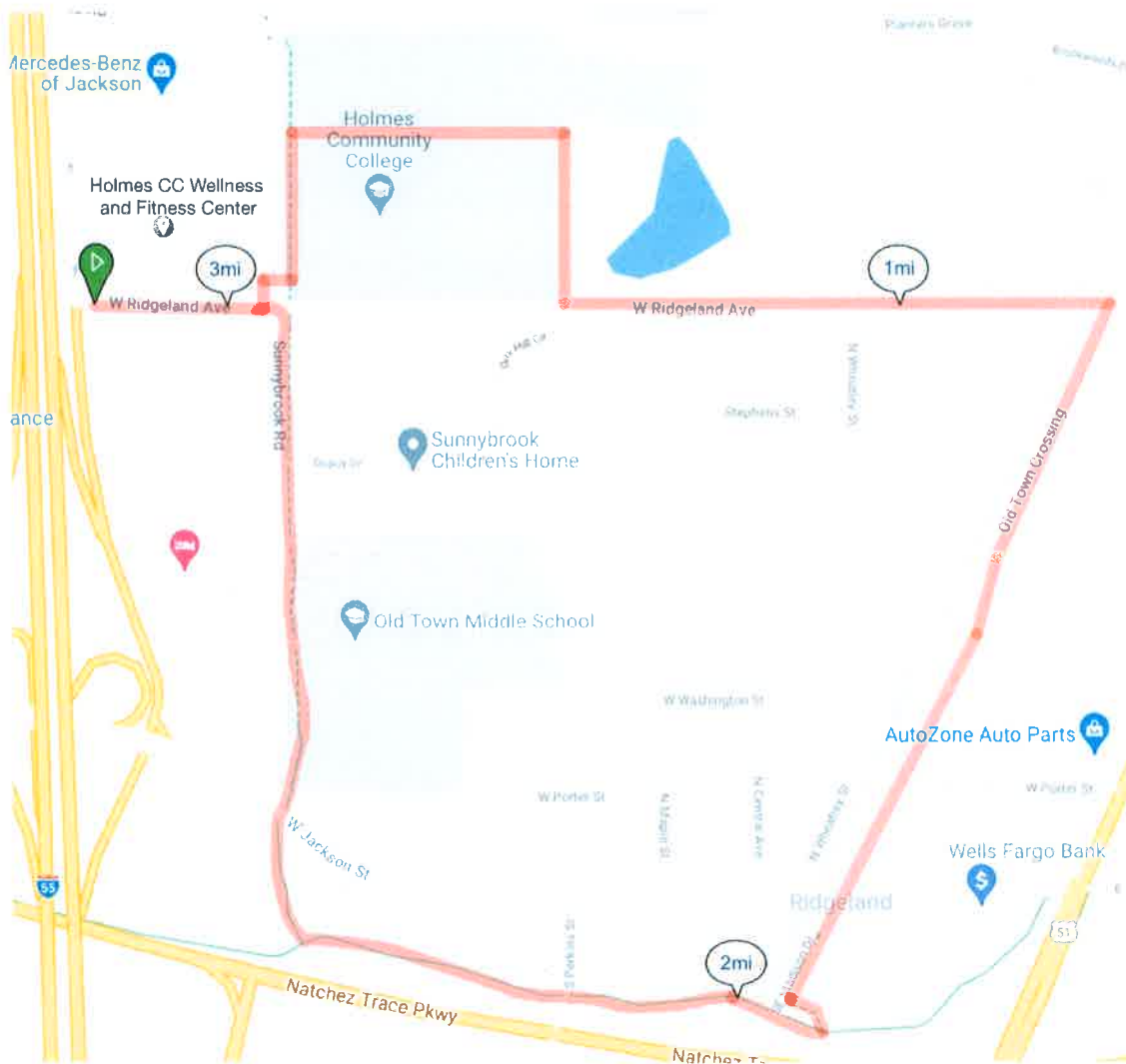
☒ APPROVED
☐ DENIED

Chief of Police or Designee: [Signature]

Date: 3-15-2023

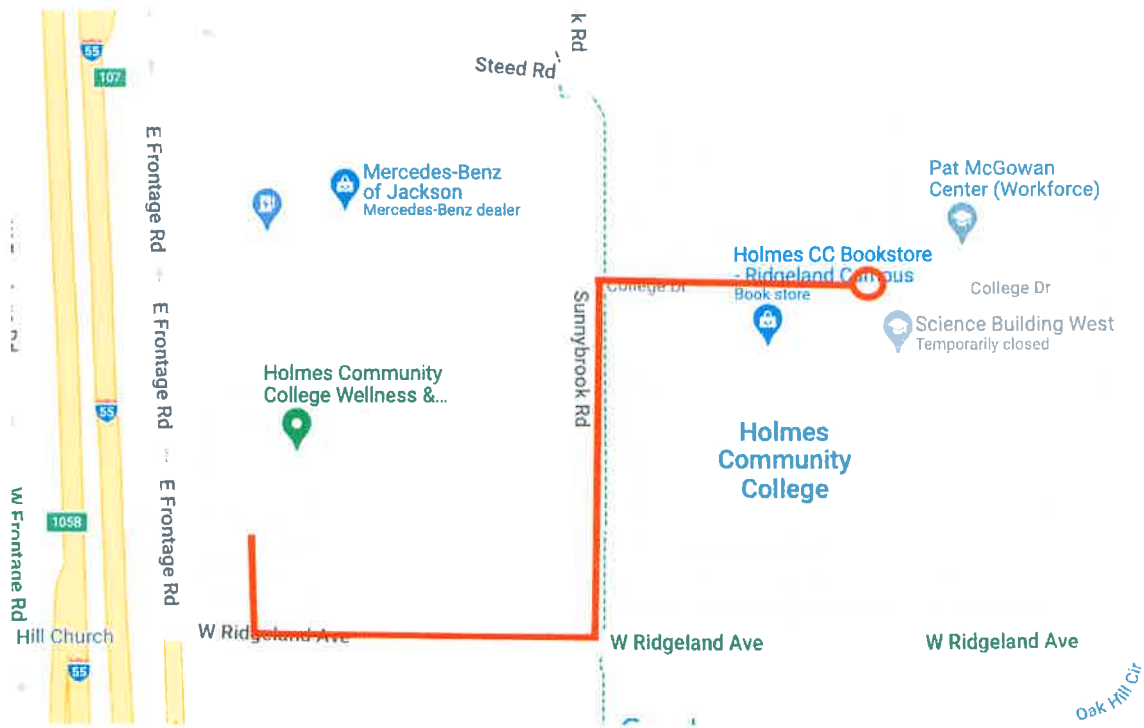
In the event a permit is denied, the applicant may appeal the decision to the Mayor and Board of Aldermen. Any such appeal shall be taken not more than ten (10) days from the denial of a permit by giving written notice of the appeal to the Ridgeland City Clerk.

5K RACE INFORMATION AND ROUTE



Description of 5K Route: The race will begin at the HCC Wellness and Fitness Center Parking Lot entrance on West Ridgeland Ave and continue east to Sunnybrook Rd. The route will cross Sunnybrook Rd into HCCs Ridgeland Campus and immediately head north along Sunnybrook Rd until seeing the HCC Union. The runners will turn eastward here and follow the path around HCCs campus until returning to West Ridgeland Ave heading east. The runners will turn right on Old Town Crossing and follow to the Natchez Trace recreational path located on the left. The path will immediately split to the east and west, the runners will continue the westward path. Another split will occur in approximately 1/2 mile to continue westward or head north parallel to Sunnybrook Rd. This race will continue north until the intersection of Sunnybrook Rd and West Ridgeland Ave, here the route will continue westward onto West Ridgeland Ave and conclude in the HCC Wellness and Fitness Center parking lot.

FAMILY FUN RUN INFORMATION AND ROUTE



Description of Family Fun Run Route: The race will begin at the HCC Wellness and Fitness Center Parking Lot entrance on West Ridgeland Ave and continue east to Sunnybrook Rd. The route will cross Sunnybrook Rd into HCCs Ridgeland Campus and immediately head north along Sunnybrook Rd until seeing the HCC Union. The runners will turn eastward here and follow the road on HCCs campus until hitting the roundabout. The route will then follow the same path back to the HCC Wellness and Fitness Center.

9:15 AM.



DATE: MARCH 21, 2023

TO: MAYOR & BOARD OF ALDERMEN

FROM: PAULA TIERCE, CITY CLERK/HR DIRECTOR

RE: SEWER ADJUSTMENTS

The following sewer adjustments have been requested and I recommend approval of same:

04-5045-00	205 Persimmon Hill	\$79.00
04-4180-01	520 Stokes Rd	\$39.15
04-7415-01	294 Surrey Xing	\$13.83
02-7545-01	332 S Wheatley	\$182.28
04-8382-00	6931 Old Canton Rd	\$198.72
10-0321-02	1000 Northpark Dr	\$312.45

mailing address: p.o. box 217 • ridgeland, ms 39158
street address: 100 w school street • ridgeland, ms 39157
ph: 601.856.7113 • www.ridgelandms.org

Gene F. McGee, cmo - mayor • Paula W. Tierce, phr - city clerk / human resources director

board of aldermen: D.I. Smith, cmo - at-large • Ken Heard, cmo - ward 1 • Chuck Gautier, cmo - ward 2
Kevin Holder, cmo, - ward 3 • Brian P. Ramsey, cmo - ward 4 • Bill Lee - ward 5 • Wesley Hamlin, cmo, mayor pro tempore - ward 6

VENDOR		DOCKET		*-----INVOICE-----*		
NUMBER	NAME	NUMBER	COMMENT	NUMBER	DATE	AMOUNT
01-75450	WALMART	181765	SPRINGS FOR RECLINER	I 2000107-34727248	2/28/2023	101.98
			SPRINGS	001-160-540	95.96	
			SHIPPING	001-160-540	6.02	
					TOTAL =	101.98

FUND TOTALS		
FUND	NAME	TOTAL
=====		
001	GENERAL FUND	101.98
=====		
TOTALS FOR ALL FUNDS =		101.98

VENDOR		DOCKET	*-----INVOICE-----*			
NUMBER	NAME	NUMBER	COMMENT	NUMBER	DATE	AMOUNT
01-06403	THE CHILDREN'S CLINIC PLL	181766	PAY FOR MEDICAL CLAIMS	I 223344	3/02/2023	654.00
			PAY FOR MEDICAL CLAIMS	001-160-480	654.00	

					TOTAL =	654.00
					=====	

FUND TOTALS		
FUND	NAME	TOTAL
001	GENERAL FUND	654.00
TOTALS FOR ALL FUNDS =		654.00

VENDOR		DOCKET		*-----INVOICE-----*		
NUMBER	NAME	NUMBER	COMMENT	NUMBER	DATE	AMOUNT
01-01932	PINNACLE TOWERS LLC	181767	REISSUE VOID CHECK	I 40074692A	3/09/2023	2,142.69
			REISSUE VOID CHECK	005-101-604	2,142.69	
					=====	
					TOTAL =	2,142.69
					=====	

FUND TOTALS		
FUND	NAME	TOTAL
=====		
005	COURT SERVICES FEE FUND	2,142.69
=====		
TOTALS FOR ALL FUNDS =		2,142.69

VENDOR		DOCKET	*-----INVOICE-----*			
NUMBER	NAME	NUMBER	COMMENT	NUMBER	DATE	AMOUNT
01-61100	RIDGELAND TOURISM COMMISS	181768	TOURISM TAX	I 202303145365	3/14/2023	185,348.47
			TOURISM TAX	001-000-101	185,348.47	
					=====	
					TOTAL =	185,348.47
					=====	

FUND TOTALS		
FUND	NAME	TOTAL
001	GENERAL FUND	185,348.47
TOTALS FOR ALL FUNDS =		185,348.47

VENDOR		DOCKET		*-----INVOICE-----*			
NUMBER	NAME	NUMBER	COMMENT	NUMBER	DATE	AMOUNT	
01-06391	ROBERT KANE	181769	REISSUE VOIDED CHECK	I 202303165410	3/16/2023	1,000.00	
			REISSUE VOIDED CHECK	001-000-220	1,000.00		
			TOTAL = 1,000.00				

VENDOR		DOCKET		*-----INVOICE-----*			
NUMBER	NAME	NUMBER	COMMENT	NUMBER	DATE	AMOUNT	
01-03495	MISS DEPARTMENT OF REVENU	181770	FEB 2023 SALES TAX	I 202303165411	3/16/2023	5,526.53	
			FEB 2023 SALES TAX	001-000-104	4.20		
			FEB 2023 SALES TAX	400-000-111	5,522.33		
					TOTAL =	5,526.53	

FUND TOTALS		
FUND	NAME	TOTAL
=====		
001	GENERAL FUND	1,004.20
400	PUBLIC UTILITIES FUND	5,522.33
=====		
TOTALS FOR ALL FUNDS =		6,526.53

VENDOR NUMBER	NAME	DOCKET NUMBER	COMMENT	*-----INVOICE-----*		
				NUMBER	DATE	AMOUNT
01-01350	ADCAMP INC	181771	TONS OF ASPHALT SC-1A TONS OF ASPHALT SC-1A	I 42076 001-201-575	2/28/2023 4,456.12	4,456.12
01-01350	ADCAMP INC	181772	BASE & BINDER HCP NB BASE COURSE BINDER COURSE	I 42127 388-601-750 388-601-750	2/28/2023 189,331.88 115,409.40	304,741.28
01-01350	ADCAMP INC	181773	SB HCP RECONSTRUCTION BB-1A, 1 LFT 4" THIC PROFILE MILLING	I 42128 388-601-750 388-601-750	2/28/2023 198,603.36 10,000.00	208,603.36
01-04417	ALLEN ENGINEERING AND SCI	181774	01-30-23 - 02-26-23 STORMWATER 01-30-23 - 02-26-23 STORMWATER	I 00221148 001-201-600	2/26/2023 1,708.33	1,708.33
01-00196	AMERICAN SIGNAL COMPANY	181775	CHARGER FOR SIGN CHARGER FREIGHT	I INV0003907 001-201-585 001-201-585	1/18/2023 300.00 17.44	317.44
01-05582	ASCEND SURGICAL SALES LLC	181776	OVERPYMT OF PRIVILEGE LICENSE OVERPYMT OF PRIVILEGE LICENSE	I 202303155366 001-000-220	3/08/2023 20.00	20.00
01-04524	AUTO PLUS	181777	FD - OIL 5W40 ALL SEAS 5W20 OIL FUEL FILTER	I 46065777 001-160-632 001-160-632 001-160-632 001-160-632	3/07/2023 119.04 27.78 9.68 28.51	185.01
01-04720	AUTO TRIM DESIGN	181778	FD - DECAL RESCUE 1 DECAL RESCUE 1	I I-110919 001-160-632	9/25/2022 95.00	95.00
01-02958	AUTOZONE INC	181779	DURANGO CONDENSER DURANGO CONDENSER	I 4903381736 001-100-632	3/09/2023 117.99	117.99
01-06274	GAVIN BIRD	181780	REPAINT SOCCER REPAINT SOCCER	I 202303105293 001-340-604	2/27/2023 600.00	600.00
01-00541	BLUECROSS BLUESHIELD OF M	181781	BOND REIMBURSEMENT BOND REIMBURSEMENT	I 202303155368 001-000-119	3/10/2023 664.68	664.68
01-07400	BLURTON, BANKS & ASSOCIAT	181782	SOUTHBOUND HCP ROAD BASE REMOVE CURB & GUTTER REMOVE ASPHALT PAVEM 24" RCP DRAINAGE PIP 36"X60"X3" RISER CONNECTION TO EXIST PRECAST SINGLE WING PRECAST 36"X60" SS-2 DUMP TRUCK TRACKHOE LARGE BULLDOZER BACKHOE	I 03.10.2023 388-601-750 388-601-750 388-601-750 388-601-750 388-601-750 388-601-750 388-601-750 388-601-750 388-601-750 388-601-750 388-601-750	3/10/2023 39,200.00 17,640.00 550.00 13,500.00 5,000.00 3,000.00 3,250.00 76,908.00 28,248.00 22,352.00 16,880.00	255,642.00

VENDOR		DOCKET		*-----INVOICE-----*		
NUMBER	NAME	NUMBER	COMMENT	NUMBER	DATE	AMOUNT
01-07400	BLURTON, BANKS & ASSOCIAT	181782	SOUTHBOUND HCP ROAD BASE	I 03.10.2023	3/10/2023	255,642.00
			ROLLER	388-601-750	11,040.00	
			FOREMAN X 1	388-601-750	5,250.00	
			LABORER X 4	388-601-750	12,824.00	
01-07400	BLURTON, BANKS & ASSOCIAT	181783	BORES, SIDEWALK & DRIVEWAY	I 03.10.2023A	3/10/2023	13,390.00
			2-1" BORE	400-650-603	1,440.00	
			6" BORE HDPE	400-650-603	4,720.00	
			DRIVEWAY	400-650-603	5,850.00	
			SIDEWALK	400-650-603	1,380.00	
01-02976	BOUNCE-A-ROO JUMPS	181784	BOUNCE HOUSES	I 13353383	3/01/2023	545.00
			MODULAR COMBO	001-340-650	200.00	
			SPORTS ZONE	001-340-650	10.00	
			18FT MONSTER SLIDE	001-340-650	295.00	
			DELIVERY	001-340-650	40.00	
01-05028	BOYD, ERIN	181785	ADV TRAV: 04-04-23 - 04-07-23	I 202303155367	3/02/2023	158.70
			ADV TRAV: 04-04-23 - 04-07-23	001-100-610	158.70	
01-05281	BRADLEY, RACHEL	181786	MARCH 6, 2023 MEETING	I 030623	3/06/2023	50.00
			MARCH 6, 2023 MEETING	001-550-599	50.00	
01-02311	BUFKIN MECHANICAL, INC	181787	FD - LEAK IN BATHROOM	I 78730	2/28/2023	200.00
			LEAK IN BATHROOM	001-160-637	200.00	
01-02311	BUFKIN MECHANICAL, INC	181788	TRAILHEAD RESTROOM	I 78758	3/09/2023	408.00
			SC TRAILHEAD RROOM	001-340-637	408.00	
01-04485	BUTLER SNOW	181789	CONTINUING DISCLOSURE SUBMISSI	I 10371494	3/03/2023	3,000.00
			CONTINUING DISCLOSURE SUBMISSI	001-040-601	3,000.00	
01-05106	C SPIRE BUSINESS SOLUTION	181790	ACCT# 0000677122	I 0000677122-74	3/01/2023	5,022.02
			ACCT# 0000677122	001-020-604	41.94	
			ACCT# 0000677122	001-042-604	153.78	
			ACCT# 0000677122	001-080-604	13.98	
			ACCT# 0000677122	001-100-604	728.99	
			ACCT# 0000677122	001-160-604	818.99	
			ACCT# 0000677122	001-180-604	181.74	
			ACCT# 0000677122	001-201-604	325.96	
			ACCT# 0000677122	001-340-604	423.78	
			ACCT# 0000677122	400-650-604	83.82	
			ACCT# 0000677122	001-020-605	119.66	
			ACCT# 0000677122	001-040-605	253.44	
			ACCT# 0000677122	001-092-605	15.24	
			ACCT# 0000677122	001-100-605	745.21	
			ACCT# 0000677122	001-160-605	359.24	
			ACCT# 0000677122	001-180-605	180.27	
			ACCT# 0000677122	001-201-605	131.65	
			ACCT# 0000677122	001-340-605	152.61	
			ACCT# 0000677122	001-350-605	132.56	
			ACCT# 0000677122	400-650-605	159.16	

VENDOR NUMBER	NAME	DOCKET NUMBER	COMMENT	*-----INVOICE-----*		
				NUMBER	DATE	AMOUNT
01-03826	C SPIRE WIRELESS	181791	0031603285:01-23-23 - 02-23-23 I	202303155373	2/22/2023	2,512.88
			0031603285:01-23-23 - 02-23-23	001-100-605	2,512.88	
01-03826	C SPIRE WIRELESS	181792	0031656019:01-23-23 - 02-22-23 I	202303155374	2/22/2023	51.80
			0031656019:01-23-23 - 02-22-23	001-020-605	51.80	
01-03826	C SPIRE WIRELESS	181793	0031656041:01-23-23 - 02-22-23 I	202303155375	2/22/2023	589.28
			0031656041:01-23-23 - 02-22-23	001-020-605	326.44	
			0031656041:01-23-23 - 02-22-23	001-042-605	137.93	
			0031656041:01-23-23 - 02-22-23	001-080-605	51.80	
			0031656041:01-23-23 - 02-22-23	001-092-605	21.31	
			0031656041:01-23-23 - 02-22-23	001-093-605	51.80	
01-03826	C SPIRE WIRELESS	181794	0031656076:01-23-23 - 02-22-23 I	202303155376	2/22/2023	567.99
			0031656076:01-23-23 - 02-22-23	001-160-605	567.99	
01-03826	C SPIRE WIRELESS	181795	0031656124:01-23-23 - 02-22-23 I	202303155377	2/22/2023	424.35
			0031656124:01-23-23 - 02-22-23	001-180-605	424.35	
01-03826	C SPIRE WIRELESS	181796	0031656148:01-23-23 - 02-22-23 I	202303155378	2/22/2023	1,486.59
			0031656148:01-23-23 - 02-22-23	001-201-605	844.00	
			0031656148:01-23-23 - 02-22-23	400-650-605	556.46	
			0031656148:01-23-23 - 02-22-23	404-650-605	86.13	
01-01136	CENTERPOINT ENERGY	181797	31746860: 02-01-23 - 03-02-23 I	202303165412	3/08/2023	489.89
			31746860: 02-01-23 - 03-02-23	001-201-630	489.89	
01-01136	CENTERPOINT ENERGY	181798	31762107: 02-01-23 - 03-02-23 I	202303165413	3/08/2023	299.96
			31762107: 02-01-23 - 03-02-23	001-160-630	299.96	
01-01136	CENTERPOINT ENERGY	181799	31796030: 02-01-23 - 03-02-23 I	202303165414	3/08/2023	30.61
			31796030: 02-01-23 - 03-02-23	001-092-630	30.61	
01-01136	CENTERPOINT ENERGY	181800	31942477: 02-01-23 - 03-02-23 I	202303165415	3/08/2023	490.94
			31942477: 02-01-23 - 03-02-23	001-350-630	490.94	
01-01136	CENTERPOINT ENERGY	181801	31942485: 02-01-23 - 03-02-23 I	202303165416	3/08/2023	71.38
			31942485: 02-01-23 - 03-02-23	001-340-630	71.38	
01-01136	CENTERPOINT ENERGY	181802	31942493: 02-01-23 - 03-02-23 I	202303165417	3/08/2023	258.11
			31942493: 02-01-23 - 03-02-23	001-160-630	258.11	
01-01136	CENTERPOINT ENERGY	181803	31942501: 02-01-23 - 03-02-23 I	202303165418	3/08/2023	268.84
			31942501: 02-01-23 - 03-02-23	400-650-630	268.84	
01-01136	CENTERPOINT ENERGY	181804	31942519: 02-01-23 - 03-02-23 I	202303165419	3/08/2023	585.39
			31942519: 02-01-23 - 03-02-23	400-650-630	585.39	
01-01136	CENTERPOINT ENERGY	181805	31984024: 02-01-23 - 03-02-23 I	202303165420	3/08/2023	2,304.62
			31984024: 02-01-23 - 03-02-23	001-100-630	2,304.62	

VENDOR NUMBER	NAME	DOCKET NUMBER	COMMENT	*-----INVOICE-----*		
				NUMBER	DATE	AMOUNT
01-01136	CENTERPOINT ENERGY	181806	64025140134:02-01-23 - 03-02-2 I 64025140134:02-01-23 - 03-02-2	202303165421 001-092-630	3/08/2023 51.44	51.44
01-02764	CENTRAL MISSISSIPPI CRIME	181807	FEBRUARY 2023 FEBRUARY 2023	I 202303155372 001-000-330	3/08/2023 225.17	225.17
01-12050	CENTRAL PIPE SUPPLY INC	181808	17X30 METER BOX 10' EXTENSION CABLE	I S100318333.001 467-650-760	3/07/2023 246.40	246.40
01-12050	CENTRAL PIPE SUPPLY INC	181809	5' CURB INLET & FRAME 5' CURB INLET & FRAME	I S100325172.001 001-201-575	2/10/2023 637.70	637.70
01-12050	CENTRAL PIPE SUPPLY INC	181810	5' CURB INLET & FRAME 1" CTS TUBING	I S100325453.001 400-650-575	2/14/2023 86.00	86.00
01-12050	CENTRAL PIPE SUPPLY INC	181811	5' CURB INLET & FRAME 17X30 METER BOX	I S100326428.001 467-650-760	2/22/2023 1,133.40	1,133.40
01-12050	CENTRAL PIPE SUPPLY INC	181812	5' CURB INLET & FRAME 12"X1" BRASS TAP SAD	I S100326443.001 400-650-575	2/22/2023 589.20	589.20
01-12050	CENTRAL PIPE SUPPLY INC	181813	17X30 METER BOX 17X30 METER BOX	I S100327755.001 467-650-760	3/03/2023 2,644.60	2,644.60
01-12050	CENTRAL PIPE SUPPLY INC	181814	17X30 METER BOX 2"MALE IP TO 2" COMP 2" S.S. INSERT	I S100327967.001 467-650-760 467-650-760	3/07/2023 712.20 69.60	781.80
01-12050	CENTRAL PIPE SUPPLY INC	181815	17X30 METER BOX 2" FLANGE CURB STOP	I S100328009.001 467-650-760	3/07/2023 1,034.30	1,034.30
01-12050	CENTRAL PIPE SUPPLY INC	181816	17X30 METER BOX 2" FLANGE KIT 2 BOLT	I S100328039.001 467-650-760	3/07/2023 235.92	235.92
01-06154	GABRIELLE MAY CHAMOUN	181817	BALLOONS BALLOON MAKING	I 202303105294 001-340-650	3/08/2023 300.00	300.00
01-13025	CINTAS CORPORATION LOC #2	181818	UNIFORM GRANT BERNE JACKET COMFORT SHIRT COMFORT PANT	I 03781159 001-092-535 001-092-535 001-092-535	3/01/2023 25.00 60.00 60.00	145.00
01-13025	CINTAS CORPORATION LOC #2	181819	PAYER# 14850389 PAYER# 14850389	I 48049360 400-650-540	3/01/2023 31.38	31.38
01-13025	CINTAS CORPORATION LOC #2	181820	PAYER# 14849134 PAYER# 14849134	I 48049527 001-201-535	3/01/2023 186.70	186.70
01-13025	CINTAS CORPORATION LOC #2	181821	PAYER# 14849134 PAYER# 14849134 PAYER# 14849134	I 48049694 400-650-535 404-650-535	3/01/2023 203.43 21.28	224.71

VENDOR NUMBER	NAME	DOCKET NUMBER	COMMENT	*-----INVOICE-----*		
				NUMBER	DATE	AMOUNT
01-13025	CINTAS CORPORATION LOC #2	181822	PAYER# 14850389 PAYER# 14850389	I 48762376 400-650-540	3/08/2023 31.38	31.38
01-13025	CINTAS CORPORATION LOC #2	181823	PAYER# 14849134 PAYER# 14849134 PAYER# 14849134	I 48762590 400-650-535 404-650-535	3/08/2023 124.25 21.28	145.53
01-13025	CINTAS CORPORATION LOC #2	181824	PAYER# 14849134 PAYER# 14849134	I 48762612 001-201-535	3/08/2023 122.78	122.78
01-13025	CINTAS CORPORATION LOC #2	181825	PAYER# 14849704 PAYER# 14849704	I 49021808 001-100-604	3/10/2023 410.40	410.40
01-13300	CITY OF RIDGELAND	181826	REMITTANCE OF RESTITUTION REMITTANCE OF RESTITUTION	I 202303155371 001-000-122	2/22/2023 528.00	528.00
01-13601	CLARION LEDGER - SUBSCRIP	181827	CL6284182: 03-01-23 - 03-31-23 CL6284182: 03-01-23 - 03-31-23	I 202303155369 001-040-686	3/15/2023 48.00	48.00
01-05030	CLARK, COREY	181828	ADV TRAV: 04-03-23 - 04-07-23 ADV TRAV: 04-03-23 - 04-07-23	I 202303155370 001-100-610	1/26/2023 257.60	257.60
01-05507	VIRGINIA LEE COCKE	181829	MARCH 6, 2023 MEETING MARCH 6, 2023 MEETING	I 030623 001-550-599	3/06/2023 50.00	50.00
01-06070	COLUMN SOFTWARE PBC	181830	RFQ FOR HOME INSPECTORS RFQ FOR HOME INSPECTORS	I 4C109181-0097 001-180-615	2/24/2023 164.87	164.87
01-02440	COMCAST CABLE	181831	8396410530214796:03-01 - 03-28 8396410530214796:03-01 - 03-28	I 202303155379 001-160-604	2/25/2023 142.71	142.71
01-02440	COMCAST CABLE	181832	8396410530116512:03-04 - 04-03 8396410530116512:03-04 - 04-03	I 202303155380 001-100-604	3/01/2023 21.08	21.08
01-05307	CORE & MAIN LP	181833	2"X6" BRASS NIPPLE 2"X6" BRASS NIPPLE	I 5449597 400-650-575	3/02/2023 162.00	162.00
01-06377	CUBIC ITS, INC	181834	GRIDSMART GS2 VIDEO DET 84" CABLE BRACKET BURIAL GRADE CAT5E GRIDSMART GS2 PROCES GS2 PROCES TS2 MODUL SMARTMOUNT BEL CAMER TS2 INTERFACE CABLE	I 90136257 001-201-760 001-201-760 001-201-760 001-201-760 001-201-760 001-201-760	2/28/2023 167.00 505.00 10,906.00 38.00 3,709.00 177.00	15,502.00
01-06057	DARYL'S CONSTRUCTION LLC	181835	TOPSOIL TOPSOIL	I INV0211 001-340-575	3/07/2023 435.00	435.00
01-02613	DATAPROSE, LLC	181836	02-01-23 - 02-28-23 BILLING 02-01-23 - 02-28-23 BILLING	I DP2300703 400-650-604	2/28/2023 3,931.85	3,931.85

VENDOR NUMBER	NAME	DOCKET NUMBER	COMMENT	*-----INVOICE-----*		
				NUMBER	DATE	AMOUNT
01-18050	DELL MARKETING L.P.	181837	ADOBE PRO FOR TEAMS ADOBE PRO FOR TEAMS	I 10657283487 001-201-635	3/08/2023 681.07	681.07
01-18150	DELTA MUFFLER & AUTO REPA	181838	P345 MVA REPAIR PAINT SUPPLIES BUMPER REPAIR DECALS LABOR	I 2771 001-100-632 001-100-632 001-100-632 001-100-632	2/25/2023 377.50 400.00 20.00 2,702.50	3,500.00
01-18150	DELTA MUFFLER & AUTO REPA	181839	P311 REPAIR LABOR F/E ALIGNMENT	I 2784 001-100-632 001-100-632	3/10/2023 275.00 59.95	334.95
01-06409	DENTS HEATING & COOLING L	181840	OVERPYMT OF PRIVILEGE LICENSE OVERPYMT OF PRIVILEGE LICENSE	I 202303155381 001-000-220	2/24/2023 197.50	197.50
01-01993	DEVINEY RENTAL AND SUPPLY	181841	HYDRAULIC FITTINGS MALE HYD. FITTING FEMALE HYD. FITTING	I IV08328 001-201-730 001-201-730	3/03/2023 189.50 115.83	305.33
01-18615	DICKEN, BILL	181842	MARCH 14, 2023 MEETING MARCH 14, 2023 MEETING	I 031423 001-180-611	3/14/2023 50.00	50.00
01-03711	EMERGENCY EQUIPMENT PROFE	181843	FD - LADDER 1 CUSTOMER LABOR SHOP SUPPLIES MICRO PLUNGER BEZEL GUAGE DISCHARGE GUAGE CYLINDER REBUILD FREIGHT	I 478541 001-160-632 001-160-632 001-160-632 001-160-632 001-160-632 001-160-632 001-160-632	1/16/2023 1,430.00 25.00 1,063.74 30.07 111.77 526.52 55.00	3,242.10
01-03711	EMERGENCY EQUIPMENT PROFE	181844	FD - ENGINE 3 BODY SHOP REPAIRS DOOR LOCK 61X30 LABOR FREIGHT SHOP SUPPLIES VEHICLE ACCESSORIES	I 479556 001-160-632 001-160-632 001-160-632 001-160-632 001-160-632 001-160-632	2/14/2023 2,103.26 3,124.80 1,300.00 200.00 25.00 725.38	7,478.44
01-03711	EMERGENCY EQUIPMENT PROFE	181845	FD - AIRPACKS SCOTT NOZZLE O RING SCOTT BATTERY PCB SCOTT SEAT PLUG CYLINDER VALVE PURGE AA BATTERIES O RING ADAPTERS VALVE RELIEF LABOR MILEAGE	I 479941 001-160-635 001-160-635 001-160-635 001-160-635 001-160-635 001-160-635 001-160-635 001-160-635 001-160-635	2/21/2023 31.20 89.00 9.20 16.00 4.50 22.80 164.00 237.50 56.25	630.45

VENDOR NUMBER	NAME	DOCKET NUMBER	COMMENT	*-----INVOICE-----*		
				NUMBER	DATE	AMOUNT
01-21300	EMPIRE TRUCK SALES LLC	181846	FUEL TANK FUEL TANK	I CE001967910 001-201-632	3/06/2023 1,114.37	1,114.37
01-21500	ENTERGY	181847	14870935 14870935	I 202303145360 001-000-016	3/02/2023 1,424.97	1,424.97
01-21500	ENTERGY	181848	14870976 14870976	I 202303145361 001-201-684	3/02/2023 31,145.35	31,145.35
01-21500	ENTERGY	181849	14870984 14870984 14870984 14870984 14870984	I 202303145362 001-160-630 001-201-630 001-092-630 001-350-630	3/02/2023 1,318.81 36.62 268.53 638.18	2,262.14
01-21500	ENTERGY	181850	14870992 14870992	I 202303145363 001-340-630	3/02/2023 3,019.52	3,019.52
01-21500	ENTERGY	181851	14870943 14870943 14870943	I 202303145364 001-160-630 400-650-630	3/03/2023 506.03 33,264.45	33,770.48
01-21506	ENTERGY	181852	100962737: 01-26-23 - 02-24-23 100962737: 01-26-23 - 02-24-23	I 202303105276 400-650-630	2/28/2023 29.16	29.16
01-21506	ENTERGY	181853	105612568: 01-26-23 - 02-24-23 105612568: 01-26-23 - 02-24-23	I 202303105277 001-201-684	2/28/2023 287.46	287.46
01-21506	ENTERGY	181854	105612600: 01-26-23 - 02-24-23 105612600: 01-26-23 - 02-24-23	I 202303105278 001-201-684	2/28/2023 397.24	397.24
01-21506	ENTERGY	181855	119515120: 01-26-23 - 02-23-23 119515120: 01-26-23 - 02-23-23	I 202303105279 001-340-630	2/28/2023 60.33	60.33
01-21506	ENTERGY	181856	123466740: 01-26-23 - 02-24-23 123466740: 01-26-23 - 02-24-23	I 202303105280 001-201-684	2/28/2023 108.67	108.67
01-21506	ENTERGY	181857	123466989: 01-26-23 - 02-24-23 123466989: 01-26-23 - 02-24-23	I 202303105281 001-201-684	2/28/2023 84.40	84.40
01-21506	ENTERGY	181858	123467862: 01-26-23 - 02-24-23 123467862: 01-26-23 - 02-24-23	I 202303105282 001-201-684	2/28/2023 118.45	118.45
01-21506	ENTERGY	181859	123469033: 01-26-23 - 02-24-23 123469033: 01-26-23 - 02-24-23	I 202303105283 001-201-684	2/28/2023 56.28	56.28
01-21506	ENTERGY	181860	128655347: 01-26-23 - 02-24-23 128655347: 01-26-23 - 02-24-23	I 202303105284 001-201-684	2/28/2023 211.63	211.63
01-21506	ENTERGY	181861	148884364: 01-26-23 - 02-23-23 148884364: 01-26-23 - 02-23-23	I 202303105285 001-201-684	2/28/2023 2,475.38	2,475.38

VENDOR NUMBER	NAME	DOCKET		*-----INVOICE-----*		
		NUMBER	COMMENT	NUMBER	DATE	AMOUNT
01-21506	ENTERGY	181862	148884430: 01-26-23 - 02-24-23 I	202303105286	2/28/2023	1,037.50
			148884430: 01-26-23 - 02-24-23	001-201-684	1,037.50	
01-21506	ENTERGY	181863	164979585: 01-26-23 - 02-24-23 I	202303105287	2/28/2023	29.47
			164979585: 01-26-23 - 02-24-23	001-160-630	29.47	
01-21506	ENTERGY	181864	167495597: 01-26-23 - 02-24-23 I	202303105288	2/28/2023	125.05
			167495597: 01-26-23 - 02-24-23	001-201-684	125.05	
01-21506	ENTERGY	181865	167495605: 01-26-23 - 02-24-23 I	202303105289	2/28/2023	134.75
			167495605: 01-26-23 - 02-24-23	001-201-684	134.75	
01-21506	ENTERGY	181866	44930162: 01-26-23 - 02-24-23 I	202303105290	2/28/2023	56.12
			44930162: 01-26-23 - 02-24-23	001-201-684	56.12	
01-21506	ENTERGY	181867	67890079: 01-26-23- 02-24-23 I	202303105291	2/28/2023	64.84
			67890079: 01-26-23- 02-24-23	001-201-684	64.84	
01-21506	ENTERGY	181868	82141797: 01-26-23 - 02-24-23 I	202303105292	2/28/2023	123.72
			82141797: 01-26-23 - 02-24-23	001-201-684	123.72	
01-21506	ENTERGY	181869	100962703: 01-27-23 - 02-27-23 I	202303105299	3/01/2023	29.32
			100962703: 01-27-23 - 02-27-23	400-650-630	29.32	
01-21506	ENTERGY	181870	101379923: 01-27-23 - 02-27-23 I	202303105300	3/01/2023	60.17
			101379923: 01-27-23 - 02-27-23	001-201-684	60.17	
01-21506	ENTERGY	181871	114576762: 01-27-23 - 02-27-23 I	202303105301	3/01/2023	58.22
			114576762: 01-27-23 - 02-27-23	001-201-684	58.22	
01-21506	ENTERGY	181872	123468100: 01-27-23 - 02-27-23 I	202303105302	3/01/2023	57.03
			123468100: 01-27-23 - 02-27-23	001-201-684	57.03	
01-21506	ENTERGY	181873	123468233: 01-27-23 - 02-27-23 I	202303105303	3/01/2023	45.13
			123468233: 01-27-23 - 02-27-23	001-201-684	45.13	
01-21506	ENTERGY	181874	123468522: 01-27-23 - 02-27-23 I	202303105304	3/01/2023	46.50
			123468522: 01-27-23 - 02-27-23	001-201-684	46.50	
01-21506	ENTERGY	181875	125164566: 01-27-23 - 02-27-23 I	202303105305	3/01/2023	116.80
			125164566: 01-27-23 - 02-27-23	001-201-684	116.80	
01-21506	ENTERGY	181876	125336933: 01-27-23 - 02-27-23 I	202303105306	3/01/2023	120.70
			125336933: 01-27-23 - 02-27-23	001-201-684	120.70	
01-21506	ENTERGY	181877	125345488: 01-27-23 - 02-27-23 I	202303105307	3/01/2023	77.34
			125345488: 01-27-23 - 02-27-23	001-201-684	77.34	
01-21506	ENTERGY	181878	125345504: 01-24-23 - 02-26-23 I	202303105308	3/01/2023	77.94
			125345504: 01-24-23 - 02-26-23	001-201-684	77.94	

VENDOR NUMBER	NAME	DOCKET NUMBER	COMMENT	*-----INVOICE-----*		
				NUMBER	DATE	AMOUNT
01-21506	ENTERGY	181879	132314451: 01-30-23 - 02-24-23 I 202303105309 132314451: 01-30-23 - 02-24-23 400-650-630		3/01/2023 2,056.74	2,056.74
01-21506	ENTERGY	181880	154178826: 01-27-23 - 02-27-23 I 202303105310 154178826: 01-27-23 - 02-27-23 001-201-684		3/01/2023 118.60	118.60
01-21506	ENTERGY	181881	15484330: 01-27-23 - 02-27-23 I 202303105311 15484330: 01-27-23 - 02-27-23 001-100-630		3/01/2023 5,969.71	5,969.71
01-21506	ENTERGY	181882	169707072: 01-27-23 - 02-27-23 I 202303105312 169707072: 01-27-23 - 02-27-23 001-092-630		3/01/2023 6,031.31	6,031.31
01-21506	ENTERGY	181883	17002775: 01-27-23 - 02-27-23 I 202303105313 17002775: 01-27-23 - 02-27-23 400-650-630		3/01/2023 50.55	50.55
01-21506	ENTERGY	181884	170073621: 01-30-23 - 02-24-23 I 202303105314 170073621: 01-30-23 - 02-24-23 001-201-684		3/01/2023 197.98	197.98
01-21506	ENTERGY	181885	170074470: 01-27-23 - 02-27-23 I 202303105315 170074470: 01-27-23 - 02-27-23 001-201-684		3/01/2023 610.42	610.42
01-21506	ENTERGY	181886	170074512: 01-30-23 - 02-24-23 I 202303105316 170074512: 01-30-23 - 02-24-23 001-201-684		3/01/2023 91.79	91.79
01-21506	ENTERGY	181887	170074520: 01-27-23 - 02-27-23 I 202303105317 170074520: 01-27-23 - 02-27-23 001-201-684		3/01/2023 112.42	112.42
01-21506	ENTERGY	181888	17717240: 01-27-23 - 02-27-23 I 202303105318 17717240: 01-27-23 - 02-27-23 001-201-630		3/01/2023 410.97	410.97
01-21506	ENTERGY	181889	17853490: 01-27-23 - 02-27-23 I 202303105319 17853490: 01-27-23 - 02-27-23 001-340-630		3/01/2023 2,159.41	2,159.41
01-21506	ENTERGY	181890	47143144: 01-27-23 - 02-27-23 I 202303105320 47143144: 01-27-23 - 02-27-23 400-650-630		3/01/2023 66.81	66.81
01-21506	ENTERGY	181891	47143193: 01-27-23 - 02-27-23 I 202303105321 47143193: 01-27-23 - 02-27-23 400-650-630		3/01/2023 47.83	47.83
01-21506	ENTERGY	181892	51277291: 01-30-23 - 02-24-23 I 202303105322 51277291: 01-30-23 - 02-24-23 001-160-630		3/01/2023 788.28	788.28
01-21506	ENTERGY	181893	64589617: 01-27-23 - 02-27-23 I 202303105323 64589617: 01-27-23 - 02-27-23 001-340-630		3/01/2023 43.18	43.18
01-21506	ENTERGY	181894	64589682: 01-27-23 - 02-27-23 I 202303105324 64589682: 01-27-23 - 02-27-23 001-340-630		3/01/2023 27.66	27.66
01-21506	ENTERGY	181895	69877777: 01-27-23 - 02-27-23 I 202303105325 69877777: 01-27-23 - 02-27-23 001-340-630		3/01/2023 27.66	27.66

VENDOR NUMBER	NAME	DOCKET NUMBER	COMMENT	*-----INVOICE-----*		
				NUMBER	DATE	AMOUNT
01-21506	ENTERGY	181896	69877793: 01-27-23 - 02-27-23 I 202303105326 69877793: 01-27-23 - 02-27-23 001-340-630		3/01/2023 28.42	28.42
01-21506	ENTERGY	181897	69877819: 01-27-23 - 02-27-23 I 202303105327 69877819: 01-27-23 - 02-27-23 001-340-630		3/01/2023 27.66	27.66
01-21506	ENTERGY	181898	74592593: 01-27-23 - 02-27-23 I 202303105328 74592593: 01-27-23 - 02-27-23 001-201-630		3/01/2023 179.12	179.12
01-21506	ENTERGY	181899	74592635: 01-27-23 - 02-27-23 I 202303105329 74592635: 01-27-23 - 02-27-23 400-650-630		3/01/2023 181.71	181.71
01-21506	ENTERGY	181900	78293693: 01-27-23 - 02-27-23 I 202303105330 78293693: 01-27-23 - 02-27-23 001-201-684		3/01/2023 71.01	71.01
01-21506	ENTERGY	181901	86018090: 01-30-23 - 02-24-23 I 202303105331 86018090: 01-30-23 - 02-24-23 400-650-630		3/01/2023 3,974.35	3,974.35
01-21506	ENTERGY	181902	86296498: 01-30-23 - 02-24-23 I 202303105332 86296498: 01-30-23 - 02-24-23 400-650-630		3/01/2023 36.54	36.54
01-21506	ENTERGY	181903	86654423: 01-27-23 - 02-27-23 I 202303105333 86654423: 01-27-23 - 02-27-23 400-650-630		3/01/2023 149.91	149.91
01-21506	ENTERGY	181904	100962695: 01-30-23 - 02-28-23 I 202303135334 100962695: 01-30-23 - 02-28-23 400-650-630		3/02/2023 27.66	27.66
01-21506	ENTERGY	181905	171195449: 01-31-23 - 03-01-23 I 202303135335 171195449: 01-31-23 - 03-01-23 001-160-630		3/03/2023 16.73	16.73
01-21506	ENTERGY	181906	106735830: 01-31-23 - 03-01-23 I 202303135336 106735830: 01-31-23 - 03-01-23 001-201-684		3/03/2023 41.27	41.27
01-21506	ENTERGY	181907	114576796: 01-31-23 - 03-01-23 I 202303135337 114576796: 01-31-23 - 03-01-23 001-201-684		3/03/2023 96.01	96.01
01-21506	ENTERGY	181908	125337436: 01-31-23 - 03-01-23 I 202303135338 125337436: 01-31-23 - 03-01-23 001-201-684		3/03/2023 102.58	102.58
01-21506	ENTERGY	181909	65003816: 01-31-23 - 03-01-23 I 202303135339 65003816: 01-31-23 - 03-01-23 001-201-684		3/03/2023 80.92	80.92
01-21506	ENTERGY	181910	67111021: 01-31-23 - 03-01-23 I 202303135340 67111021: 01-31-23 - 03-01-23 001-201-684		3/03/2023 29.22	29.22
01-21506	ENTERGY	181911	73076234: 01-31-23 - 03-01-23 I 202303135341 73076234: 01-31-23 - 03-01-23 001-201-684		3/03/2023 85.63	85.63
01-21506	ENTERGY	181912	73076317: 01-31-23 - 03-01-23 I 202303135342 73076317: 01-31-23 - 03-01-23 001-201-684		3/03/2023 99.64	99.64

VENDOR NUMBER	NAME	DOCKET NUMBER	COMMENT	*-----INVOICE-----*		
				NUMBER	DATE	AMOUNT
01-21506	ENTERGY	181913	77345429: 01-31-23 - 03-01-23 I 202303135343 77345429: 01-31-23 - 03-01-23 001-201-684		3/03/2023 108.97	108.97
01-21506	ENTERGY	181914	97289623: 01-31-23 - 03-01-23 I 202303135344 97289623: 01-31-23 - 03-01-23 001-160-630		3/03/2023 19.80	19.80
01-21506	ENTERGY	181915	112618996: 02-01-23 - 03-02-23 I 202303145346 112618996: 02-01-23 - 03-02-23 001-201-684		3/06/2023 112.79	112.79
01-21506	ENTERGY	181916	112619010: 02-01-23 - 03-02-23 I 202303145347 112619010: 02-01-23 - 03-02-23 001-201-684		3/06/2023 104.26	104.26
01-21506	ENTERGY	181917	114576788: 02-01-23 - 03-02-23 I 202303145348 114576788: 02-01-23 - 03-02-23 001-201-684		3/06/2023 86.25	86.25
01-21506	ENTERGY	181918	114576812: 02-01-23 - 03-02-23 I 202303145349 114576812: 02-01-23 - 03-02-23 001-201-684		3/06/2023 90.23	90.23
01-21506	ENTERGY	181919	125333245: 02-01-23 - 03-02-23 I 202303145350 125333245: 02-01-23 - 03-02-23 001-201-684		3/06/2023 70.08	70.08
01-21506	ENTERGY	181920	125333369: 02-01-23 - 03-02-23 I 202303145351 125333369: 02-01-23 - 03-02-23 001-201-684		3/06/2023 44.16	44.16
01-21506	ENTERGY	181921	125333385: 02-01-23 - 03-02-23 I 202303145352 125333385: 02-01-23 - 03-02-23 001-201-684		3/06/2023 46.43	46.43
01-21506	ENTERGY	181922	125337220: 02-01-23 - 03-02-23 I 202303145353 125337220: 02-01-23 - 03-02-23 001-201-684		3/06/2023 109.42	109.42
01-21506	ENTERGY	181923	125337451: 02-01-23 - 03-02-23 I 202303145354 125337451: 02-01-23 - 03-02-23 001-201-684		3/06/2023 71.45	71.45
01-21506	ENTERGY	181924	165860172: 02-01-23 - 03-02-23 I 202303145355 165860172: 02-01-23 - 03-02-23 001-100-630		3/06/2023 31.82	31.82
01-21506	ENTERGY	181925	168311660: 02-01-23 - 03-02-23 I 202303145356 168311660: 02-01-23 - 03-02-23 400-650-630		3/06/2023 45.10	45.10
01-21506	ENTERGY	181926	183883693: 02-01-23 - 03-02-23 I 202303145357 183883693: 02-01-23 - 03-02-23 400-650-630		3/06/2023 32.56	32.56
01-21506	ENTERGY	181927	64563828: 02-01-23 03-02-23 I 202303145358 64563828: 02-01-23 03-02-23 001-201-684		3/06/2023 73.58	73.58
01-21506	ENTERGY	181928	97880801: 02-01-23 - 03-02-23 I 202303145359 97880801: 02-01-23 - 03-02-23 001-201-684		3/06/2023 82.28	82.28
01-21506	ENTERGY	181929	112618988: 02-02-23 - 03-03-23 I 202303155382 112618988: 02-02-23 - 03-03-23 001-201-684		3/07/2023 116.30	116.30

VENDOR NUMBER	NAME	DOCKET NUMBER	COMMENT	*-----INVOICE-----*		
				NUMBER	DATE	AMOUNT
01-21506	ENTERGY	181930	157107822: 02-02-23 - 03-03-23 I	202303155383	3/07/2023	131.70
			157107822: 02-02-23 - 03-03-23	001-201-684	131.70	
01-21506	ENTERGY	181931	170074496: 02-02-23 - 03-03-23 I	202303155384	3/07/2023	134.75
			170074496: 02-02-23 - 03-03-23	001-201-684	134.75	
01-21506	ENTERGY	181932	172163651: 02-02-23 - 03-03-23 I	202303155385	3/07/2023	200.77
			172163651: 02-02-23 - 03-03-23	001-340-630	200.77	
01-21506	ENTERGY	181933	18014480: 02-02-23 - 03-03-23 I	202303155386	3/07/2023	36.15
			18014480: 02-02-23 - 03-03-23	001-340-630	36.15	
01-21506	ENTERGY	181934	19579978: 02-01-23 - 03-03-23 I	202303155387	3/07/2023	27.54
			19579978: 02-01-23 - 03-03-23	001-340-630	27.54	
01-21506	ENTERGY	181935	67890202: 02-02-23 - 03-03-23 I	202303155388	3/07/2023	131.70
			67890202: 02-02-23 - 03-03-23	001-201-684	131.70	
01-21506	ENTERGY	181936	77233922: 02-02-23 - 03-04-23 I	202303155389	3/07/2023	27.54
			77233922: 02-02-23 - 03-04-23	001-201-684	27.54	
01-21506	ENTERGY	181937	95283941: 02-02-23 - 03-03-23 I	202303155390	3/07/2023	119.95
			95283941: 02-02-23 - 03-03-23	001-201-684	119.95	
01-21506	ENTERGY	181938	114576804: 01-27-23 - 02-27-23 I	202303155391	3/08/2023	72.08
			114576804: 01-27-23 - 02-27-23	001-201-684	72.08	
01-21506	ENTERGY	181939	68325224: 01-27-23 - 02-27-23 I	202303155392	3/08/2023	27.54
			68325224: 01-27-23 - 02-27-23	001-201-684	27.54	
01-21506	ENTERGY	181940	111753950: 02-07-23 - 03-07-23 I	202303165422	3/13/2023	317.41
			111753950: 02-07-23 - 03-07-23	001-201-684	317.41	
01-06410	EQUITY GROUP LLC	181941	OVERPYMT OF PRIVILEGE LICENSE I	202303155393	3/15/2023	20.00
			OVERPYMT OF PRIVILEGE LICENSE	001-000-220	20.00	
01-02231	EWING IRRIGATION PRODUCTS	181942	SPRINKLER HEADS	I 18783073	3/01/2023	1,209.26
			EMP 25LB TRIO	001-340-540	198.08	
			125-04 HUNTER ULTRA	001-340-540	908.63	
			L/P PLASTIC VALVE	001-340-540	102.55	
01-02231	EWING IRRIGATION PRODUCTS	181943	IRRIGATION REPAIR	I 18833603	3/08/2023	225.95
			3 L/P SLIP FIX	001-340-540	31.41	
			1 L/P SLIP FIX	001-340-540	5.13	
			3 PVC COUPLING SS	001-340-540	13.74	
			1 PVC COUPLING SS NE	001-340-540	1.70	
			SP QT PVC-25 WET	001-340-540	25.76	
			SP QT P-68 PURPLE	001-340-540	22.76	
			1 SCH 40 PVC BE PIPE	001-340-540	15.94	
			3 PVC TEE SSS	001-340-540	17.78	
			3X2 PVC RED BRUSHING	001-340-540	6.07	

VENDOR		DOCKET	*-----INVOICE-----*			
NUMBER	NAME	NUMBER	COMMENT	NUMBER	DATE	AMOUNT
01-02231	EWING IRRIGATION PRODUCTS	181943	IRRIGATION REPAIR	I 18833603	3/08/2023	225.95
			3 L/P SLIP FIX REPAI	001-340-540	31.41	
			2X1 PVC RED BRUSHING	001-340-540	2.56	
			2-1/2 PVC COUPLING	001-340-540	21.95	
			2 PVC FEMALE ADAPTOR	001-340-540	4.62	
			2-1/2 L/P SLIP FIX	001-340-540	25.12	
01-06360	FIRE STATION OUTFITTERS	181944	FD - RECLINERS	I 23-6581	2/06/2023	1,650.00
			RECLINERS	001-160-732	1,650.00	
01-23250	FISHER FIRE EXTINGUISHER	181945	INSPECT EXTINGUISHERS	I 82819	2/21/2023	560.50
			INSPECT EXTINGUISHERS	001-201-603	424.00	
			NEW 5# EXTINGUISHER	001-201-603	82.00	
			10# ABC RECHARGE	001-201-603	34.50	
			10# HOSE & HORN	001-201-603	20.00	
01-23300	FITNESS EXPO	181946	FD - EQUIPMENT	I 9956	1/06/2023	309.00
			7' CHROME BAR	001-160-540	169.00	
			2" PLATES	001-160-540	140.00	
01-06193	FREEDOM RETAIL, INC	181947	OVEPYMT OF PRIVILEGE LICENSE	I 202303155394	2/25/2023	20.00
			OVEPYMT OF PRIVILEGE LICENSE	001-000-220	20.00	
01-24500	FUELMAN OF MS-#127779	181948	127779: 03-06-23 - 03-12-23	I NP64004074	3/13/2023	62.61
			127779: 03-06-23 - 03-12-23	001-020-525	28.42	
			127779: 03-06-23 - 03-12-23	001-092-525	34.19	
01-01867	FUELMAN OF MS-#127780	181949	127780: 02-06-23 - 0-12-23	I NP63832146	2/13/2023	2,130.04
			127780: 02-06-23 - 0-12-23	001-201-525	1,430.28	
			127780: 02-06-23 - 0-12-23	400-650-525	699.76	
01-01867	FUELMAN OF MS-#127780	181950	127780: 02-27-23 - 03-05-23	I NP63956893	3/06/2023	2,080.05
			127780: 02-27-23 - 03-05-23	001-201-525	851.62	
			127780: 02-27-23 - 03-05-23	400-650-525	1,045.98	
			127780: 02-27-23 - 03-05-23	404-650-525	182.45	
01-01868	FUELMAN OF MS-#127781	181951	127781: 02-27-23 - 03-05-23	I NP63956894	3/06/2023	686.94
			127781: 02-27-23 - 03-05-23	001-160-525	686.94	
01-01868	FUELMAN OF MS-#127781	181952	127781: 03-06-23 - 03-12-23	I NP64004076	3/13/2023	664.55
			127781: 03-06-23 - 03-12-23	001-160-525	664.55	
01-01869	FUELMAN OF MS-#127782	181953	127782: 02-27-23 - 03-05-23	I NP63956895	3/06/2023	149.61
			127782: 02-27-23 - 03-05-23	001-180-525	149.61	
01-01870	FUELMAN OF MS-#127783	181954	BALANCE DUE ON INV# NP63631291	I NP63631291A	1/09/2023	0.10
			BALANCE DUE ON INV# NP63631291	001-100-525	0.10	
01-01870	FUELMAN OF MS-#127783	181955	127783: 02-27-23 - 03-05-23	I NP63956896	3/06/2023	4,121.11
			127783: 02-27-23 - 03-05-23	001-100-525	4,121.11	
01-01870	FUELMAN OF MS-#127783	181956	127783: 03-06-23 - 03-12-23	I NP64004078	3/13/2023	4,250.90

VENDOR		DOCKET		*-----INVOICE-----*			
NUMBER	NAME	NUMBER	COMMENT	NUMBER	DATE	AMOUNT	CONT
01-01870	FUELMAN OF MS-#127783	181956	127783: 03-06-23 - 03-12-23	I NP64004078	3/13/2023	4,250.90	CONT
			127783: 03-06-23 - 03-12-23	001-100-525	4,250.90		
01-01871	FUELMAN OF MS-#127785	181957	127785: 02-27-23 - 03-05-23	I NP63956897	3/06/2023	51.73	
			127785: 02-27-23 - 03-05-23	001-340-525	51.73		
01-01871	FUELMAN OF MS-#127785	181958	127785: 03-06-23 - 03-12-23	I NP64004079	3/13/2023	95.61	
			127785: 03-06-23 - 03-12-23	001-340-525	95.61		
01-04643	FUN EXPRESS LLC	181959	EASTER EGG HUNT	I 723191376-01	3/02/2023	122.92	
			EMOJI BUNNY FACE	001-340-650	10.29		
			DRESS UP BUNNY	001-340-650	30.87		
			EASTER MAKE A CHARAC	001-340-650	27.44		
			CRACKED EASTER EGG	001-340-650	22.39		
			EASTER BUNNY FACE	001-340-650	21.98		
			SHIPPING	001-340-650	9.95		
01-00565	GEORGE'S DOOR SERVICE INC	181960	FD - BAY DOOR REPAIR	I 049573	3/07/2023	165.00	
			OVERHEAD DOOR REPAIR	001-160-637	165.00		
01-26200	GRAINGER, W W INC	181961	PROPANE AND MAPP GAS CYL.	I 9616923745	2/21/2023	131.85	
			5UX34 PROPANE CYL.	001-201-540	37.59		
			8ANU3 WHITE FLAGS	001-201-540	41.40		
			2YMW6 MAPP GAS CYL.	400-650-540	52.86		
01-06204	GREEN BROTHERS GRAVEL COM	181962	SAND	I 70061	3/11/2023	692.91	
			MASONRY SAND	001-340-575	409.20		
			FRIEGHT	001-340-575	283.71		
01-06411	TIENDA LA GUADALUPE	181963	REMITTANCE OF RESTITUTION	I 202303155395	3/02/2023	50.00	
			REMITTANCE OF RESTITUTION	001-000-122	50.00		
01-01201	HAMMETT, POLLY	181964	MARCH 6, 2023 MEETING	I 030623	3/06/2023	50.00	
			MARCH 6, 2023 MEETING	001-550-599	50.00		
01-29250	HEDERMAN BROTHERS	181965	RIDGELAND LIFE SPRG 2023	I 71850	3/09/2023	12,012.17	
			POSTAGE	001-093-606	2,412.17		
			RIDGELAND LIFE SPRG 2023	001-093-620	9,600.00		
01-29650	HESELBEIN TIRE CO	181966	ST225/75R15 TIRE	I 65-0510730	3/06/2023	1,413.03	
			11R22.5 TIRE	001-201-632	335.40		
			TIRE FEE	001-201-632	1.00		
			FET	001-201-632	25.23		
			ST235/80R16 TIRE	001-201-635	465.16		
			TIRE FEE	001-201-635	4.00		
			FET	001-201-635	26.08		
			ST225/75R15 TIRE	400-650-635	551.40		
			TIRE FEE	400-650-635	4.00		
			FET	400-650-635	0.76		
01-29650	HESELBEIN TIRE CO	181967	ST225/75R15 TIRE	I 65-0513821	3/10/2023	76.95	
			205/75/15 TIRE	001-201-635	75.95		

VENDOR		DOCKET		*-----INVOICE-----*		
NUMBER	NAME	NUMBER	COMMENT	NUMBER	DATE	AMOUNT
01-29650	HESELBEIN TIRE CO	181967	ST225/75R15 TIRE TIRE FEE	I 65-0513821 001-201-635	3/10/2023 1.00	76.95 CONT
01-30599	HOLMES COMM COLLEGE	181968	FD - EMT BOOKS EMT BOOKS PATRICK	I 101W 001-160-681	2/07/2023 59.99	59.99
01-05127	CALVIN JAMES HILL	181969	PRESSURE WASH PRESSURE WASH	I 202039 001-340-637	3/13/2023 2,640.00	2,640.00
01-06142	I PRINT JACKSON	181970	BANNERS BANNERS	I 19971 001-340-650	3/01/2023 980.00	980.00
01-06406	IMAGINARY COMPANY	181971	RIDGELAND LIFE COVER MAGAZINE COVERS ADDITIONAL EDITS	I 23-025 001-093-620 001-093-620	3/09/2023 400.00 125.00	525.00
01-00905	INTERSTATE ALL BATTERY CE	181972	CREDIT FOR OVERPAYMENT CREDIT FOR OVERPAYMENT	C 03036643 001-000-351	9/22/2022 99.80CR	99.80CR
01-00905	INTERSTATE ALL BATTERY CE	181973	2032 LITHIUM BATTERY 2032 LITHIUM BATTERY	I 01037937 001-201-540	3/06/2023 7.20	7.20
01-00905	INTERSTATE ALL BATTERY CE	181974	UPS BATTERIES UPS BATTERIES	I 02049791 001-100-540	2/16/2023 53.90	53.90
01-00905	INTERSTATE ALL BATTERY CE	181975	BATTERY 90WH LITHIUM PRIMARY	I 02049940 001-340-540	3/02/2023 189.00	189.00
01-05683	IT'S VINYL Y'ALL LLC	181976	P383 STRIPING P383 STRIPING	I 6198 001-100-632	3/02/2023 195.00	195.00
01-00918	J. S. IUPE'S	181977	TSHIRTS TSHIRTS	I 15028 001-340-650	3/06/2023 599.65	599.65
01-05346	JACKKNIFED TRAILER	181978	BEARING AND SEALS BEARING KIT GREASE CAP GREASE CAP PLUG	I 65554 001-201-635 001-201-635 001-201-635	3/06/2023 116.00 6.00 2.00	124.00
01-33800	JACKSON PAPER COMPANY	181979	FD - SUPPLIES FLOOR SOLUTION PAPER TOWELS CENTERPULL	I 1329756 001-160-510 001-160-510 001-160-510	2/28/2023 129.50 48.78 32.35	210.63
01-33800	JACKSON PAPER COMPANY	181980	FD - SUPPLIES COFFEE FILTERS	I 1330230 001-160-540	3/03/2023 59.52	59.52
01-33800	JACKSON PAPER COMPANY	181981	FD - SUPPLIES LAUNDRY DETERGENT HAND SOAP	I 1330435 001-160-510 001-160-510	3/06/2023 88.72 75.27	163.99
01-33800	JACKSON PAPER COMPANY	181982	FD - SUPPLIES	I 1330627	3/07/2023	88.72

VENDOR		DOCKET	*-----INVOICE-----*			
NUMBER	NAME	NUMBER	COMMENT	NUMBER	DATE	AMOUNT
01-33800	JACKSON PAPER COMPANY	181982	FD - SUPPLIES LAUNDRY DETERGENT	I 1330627 001-160-510	3/07/2023 88.72	88.72
01-06412	KENT DESIGN BUILD INC	181983	OVERPYMT OF PRIVILEGE LICENSE OVERPYMT OF PRIVILEGE LICENSE	I 202303155396 001-000-220	2/28/2023 20.00	20.00
01-36450	KROGER	181984	OVERPYMT OF PRIVILEGE LICENSE OVERPYMT OF PRIVILEGE LICENSE	I 202303155397 001-000-220	3/09/2023 150.00	150.00
01-05402	LEE TRACTOR CO OF MISS IN	181985	FUEL TANK FUEL TANK RUBBER VALVE ELBOW FREIGHT	I PJ06416 400-650-635 400-650-635 400-650-635 400-650-635 400-650-635	2/28/2023 1,951.90 119.56 16.13 62.53 100.00	2,250.12
01-03299	LEXISNEXIS RISK DATA MANA	181986	FEBRUARY FEE FEBRUARY FEES	I 1191070-20230228 001-100-604	2/28/2023 774.02	774.02
01-02576	LINCOLN NATIONAL LIFE INS	181987	ACCT 502251: APRIL 2023 ACCT 502251: APRIL 2023 ACCT 502251: APRIL 2023 ACCT 502251: APRIL 2023 ACCT 502251: APRIL 2023 ACCT 502251: APRIL 2023 ACCT 502251: APRIL 2023 ACCT 502251: APRIL 2023 ACCT 502251: APRIL 2023 ACCT 502251: APRIL 2023 ACCT 502251: APRIL 2023 ACCT 502251: APRIL 2023 ACCT 502251: APRIL 2023 ACCT 502251: APRIL 2023 ACCT 502251: APRIL 2023	I 202303155398 001-010-480 001-020-480 001-040-480 001-040-480 001-092-480 001-040-480 001-100-480 001-160-480 001-180-480 001-201-480 001-340-480 005-101-480 400-650-480 404-650-480	3/11/2023 153.69 51.00 155.01 25.50 15.97 25.50 1,562.23 983.15 245.25 464.79 263.63 45.96 384.06 31.19	4,406.93
01-06413	JUAN TOMAS PENA LOPEZ	181988	REMITTANCE OF BOND FEE REMITTANCE OF BOND FEE	I 202303155399 001-000-122	3/02/2023 2,200.00	2,200.00
01-05221	LYNN, RANDALL	181989	MARCH 14, 2023 MEETING MARCH 14, 2023 MEETING	I 031423 001-180-611	3/14/2023 50.00	50.00
01-40050	M S R W A	181990	YEARLY DUES 2023 YEARLY DUES 2023	I 202303135345 400-650-686	2/24/2023 1,275.00	1,275.00
01-02372	MAC'S FRESH MARKET	181991	PW CWC MEALS FEBRUARY PW CWC MEALS FEBRUARY PW CWC MEALS FEBRUARY	I 202303085275 001-201-540 001-201-540	2/24/2023 257.57 55.90	313.47
01-02372	MAC'S FRESH MARKET	181992	CWC MEALS FEBRUARY CWC MEALS	I 202303105295 001-100-540	2/28/2023 215.64	215.64
01-06156	MADISON CLEANING SERVICES	181993	JANITORIAL SERVICE	I 252	2/05/2023	625.00

VENDOR		DOCKET	*-----INVOICE-----*			
NUMBER	NAME	NUMBER	COMMENT	NUMBER	DATE	AMOUNT
01-06156	MADISON CLEANING SERVICES	181993	JANITORIAL SERVICE	I 252	2/05/2023	625.00
			JANITORIAL SERVICE	001-340-604	625.00	CONT
01-03554	MADISON SOUTH RUBBISH LAN	181994	LANDFILL CHARGES	I 16999	3/02/2023	420.00
			12 CUBIC YARDS	001-201-683	390.00	
			HOST FEE	001-201-683	15.00	
			ENVIRONMENTAL FEE	001-201-683	15.00	
01-03554	MADISON SOUTH RUBBISH LAN	181995	LANDFILL CHARGES	I 17023	3/13/2023	462.00
			12 CUBIC YARDS	001-201-683	390.00	
			6 CUBIC YARDS	001-201-683	39.00	
			HOST FEE	001-201-683	16.50	
			ENVIRONMENTAL FEE	001-201-683	16.50	
01-05253	MAGEE-PRAYTOR, LYNETTE	181996	MARCH 14, 2023 MEETING	I 031423	3/14/2023	50.00
			MARCH 14, 2023 MEETING	001-180-611	50.00	
01-02992	MAIN HARBOR STORE LLC	181997	OVERPYMT OF PRIVILEGE LICENSE	I 202303155402	3/02/2023	20.00
			OVERPYMT OF PRIVILEGE LICENSE	001-000-220	20.00	
01-03146	MARTIN BLOUGH CO	181998	FD - SEMI ANL FIRE INSPEC	I 198700	2/14/2023	152.50
			SEMI ANL FIRE INSPEC	001-160-637	152.50	
01-03146	MARTIN BLOUGH CO	181999	FD - SEMI ANL FIRE INSPEC	I 198701	2/14/2023	136.50
			SEMI ANL FIRE INSPEC	001-160-637	136.50	
01-03146	MARTIN BLOUGH CO	182000	FD - SEMI ANL FIRE INSPEC	I 198702	2/14/2023	152.50
			SEMI ANL FIRE INSPEC	001-160-637	152.50	
01-03146	MARTIN BLOUGH CO	182001	FD - SEMI ANL FIRE INSPEC	I 198703	2/14/2023	144.50
			SEMI ANL FIRE INSPEC	001-160-637	144.50	
01-42535	MASSEY AUTOMOTIVE MACHINE	182002	CHECK OUT HEAD	I 50373	3/06/2023	40.00
			CHECK OUT HEAD	001-201-635	40.00	
01-00383	MCGAHEY, MIKE	182003	ADV TRAV: 04-04-23 - 04-07-23	I 202303155400	3/15/2023	158.70
			ADV TRAV: 04-04-23 - 04-07-23	001-100-610	158.70	
01-42885	MCGRAW RENTAL AND SUPPLY	182004	DUCT TAPE	I 530072.1.1	2/16/2023	13.79
			DUCT TAPE	001-100-540	13.79	
01-42885	MCGRAW RENTAL AND SUPPLY	182005	REFILL PROPANE TANK	I 531043.1.1	3/08/2023	32.83
			REFILL PROPANE TANK	001-201-525	32.83	
01-06414	MEDWORX HOME MEDICAL SUPP	182006	OVERPYMT OF PRIVILEGE LICENSE	I 202303155401	2/25/2023	10.00
			OVERPYMT OF PRIVILEGE LICENSE	001-000-220	10.00	
01-04877	MICHAEL BAKER INTERNATION	182007	LAKE HARBOUR DR IMPROVEMENTS	I 1173455	3/08/2023	6,803.74
			LAKE HARBOUR DR IMPROVEMENTS	371-601-600	6,803.74	
01-06199	EDWARD E BRIDGES	182008	2022 OOTY	I 2923	2/09/2023	203.00
			2022 OOTY PLAQUE	001-100-604	203.00	

VENDOR NUMBER	NAME	DOCKET NUMBER	COMMENT	*-----INVOICE-----*		
				NUMBER	DATE	AMOUNT
01-05319	MIDSOUTH ELEVATOR LLC	182009	ELEVATOR MAINTENANCE ELEVATOR MAINTENANCE	I 365758647 001-100-637	3/15/2023 275.63	275.63
01-04591	MISS DEPARTMENT OF PUBLIC	182010	FEBRUARY 2023 FEBRUARY 2023	I 202303155403 001-000-118	3/15/2023 1,994.91	1,994.91
01-46800	MISS MUNICIPAL WORKERS' C	182011	10-01-22 - 10-01-23 POLICY 10-01-22 - 10-01-23 POLICY	I 0252WC2022-6 001-000-061	3/03/2023 76,075.68	76,075.68
01-47297	MISS RUBBER CO	182012	REPLACE HOSE HYDRAULIC HOSE ASSEM	I 708765-1 001-340-635	3/08/2023 54.12	54.12
01-47700	MISS STATE FIRE ACADEMY	182013	FD - TRAINING COURSES FIRE SERVICE INSTRUCC	I 29985 001-160-681	3/01/2023 1,200.00	1,200.00
01-47700	MISS STATE FIRE ACADEMY	182014	FD - TRAINING SAFETY OFFICER	I 30007 001-160-681	3/08/2023 175.00	175.00
01-00085	MISS TACTICAL OFFICERS AS	182015	MTOA SWAT COURSE MTOA SWAT COURSE	I 202303065272 103-101-681	10/13/2022 300.00	300.00
01-00085	MISS TACTICAL OFFICERS AS	182016	MTOA SNIPER COURSE MTOA SNIPER COURSE	I 202303065273 103-101-681	10/13/2022 400.00	400.00
01-06405	MOLLY RINGWALDS INC, THE	182017	DEPOSIT DEPOSIT	I 202303105296 001-340-650	3/08/2023 4,500.00	4,500.00
01-05432	ROBERT MOORE	182018	MARCH 14, 2023 MEETING MARCH 14, 2023 MEETING	I 031423 001-180-611	3/14/2023 50.00	50.00
01-03639	MOTOROLA SOLUTIONS INC	182019	03-01-23 - 02-29-24 SERVICES 03-01-23 - 02-29-24 SERVICES	I 8230402859 001-100-635	3/08/2023 38,830.51	38,830.51
01-49512	MR FORMS PRINTING CO	182020	BAIL BOND FORMS BAIL BOND FORMS	I 230302-012 001-100-540	3/01/2023 1,488.30	1,488.30
01-04679	NEXAIR, LLC	182021	TORCH BOTTLE RENTAL HIGH PSI BOTTLE LOW PSI BOTTLE CYLINDER MAINTENANCE	I 0010736124 400-650-540 400-650-540 400-650-540	2/28/2023 79.32 34.16 34.16 11.00	79.32
01-53160	NORTHERN TOOL & EQUIPMENT	182022	HAZARDOUS DAY SUPPLIES NITRILE GLOVES XL WORK GLOVES JERSEY GLOVES SAFETY GLASSES CLEAR	I 6402182605 001-201-540 001-201-540 001-201-540 001-201-540	3/06/2023 19.99 41.98 9.99 35.88	107.84
01-01133	O'REILLY AUTO PARTS	182023	FLOORMATS FLOORMATS	I 434609 001-100-632	2/28/2023 47.99	47.99
01-53715	OFFICE PRODUCTS PLUS INC	182024	SCU PLANNER	I 1006156-0	1/19/2023	19.49

VENDOR		DOCKET		*-----INVOICE-----*		
NUMBER	NAME	NUMBER	COMMENT	NUMBER	DATE	AMOUNT
01-53715	OFFICE PRODUCTS PLUS INC	182024	SCU PLANNER SCU PLANNER	I 1006156-0 001-100-500	1/19/2023 19.49	19.49 CONT
01-53715	OFFICE PRODUCTS PLUS INC	182025	COFFEE SUPPLY COFFEE	I 1008156-0 001-100-540	2/08/2023 116.36	116.36
01-53715	OFFICE PRODUCTS PLUS INC	182026	COFFEE SUPPLY COFFEE CREAMER	I 1008156-1 001-100-540	2/10/2023 133.68	133.68
01-53715	OFFICE PRODUCTS PLUS INC	182027	OFFICE SUPPLIES KEYBOARD WRIST PAD MOUSE PADS	I 1010318-0 001-180-540 001-180-540	2/27/2023 25.20 25.20	50.40
01-04346	PARKER, PHYLLIS	182028	MARCH 6, 2023 MEETING MARCH 6, 2023 MEETING	I 030623 001-550-599	3/06/2023 50.00	50.00
01-54775	PARTY CITY	182029	EVENT SUPPLIES TISSUE PAPER BLK TISSUE PAPER RED 50CT RED 10.5 PLATES 50CT RED 6.75 PLATES 50CT BLUE 7.0 PLATES 50CT KIWI 7.0 PLATES 50CT RBN 6.75 PLATES 50CT YLW 6.75 PLATES 50CT PINK 6.75 PLATE 50CT BRPNK6.75 PLATE 100CT GRN NAPKINS 100CT RED NAPKINS 100CT BLUE NAPKINS 100CT RBNBL NAPKIINS 100CT RYLBLU NAPKINS GLD VALUE RIBBON	I 9578 001-340-650 001-340-650 001-340-650 001-340-650 001-340-650 001-340-650 001-340-650 001-340-650 001-340-650 001-340-650 001-340-650 001-340-650 001-340-650 001-340-650 001-340-650 001-340-650	2/06/2023 3.00 6.00 51.00 24.00 5.50 5.50 4.00 4.00 4.00 4.00 4.00 4.00 4.00 4.00 4.00 4.50	135.50
01-55060	PEARL RIVER VALLEY WATER	182030	90400: 01-23-23 - 02-21-23 90400: 01-23-23 - 02-21-23	I 202303155406 001-340-630	2/28/2023 65.46	65.46
01-03279	PNC EQUIPMENT FINANCE	182031	COMMERCIAL LEASE EQUIPMENT COMMERCIAL LEASE EQUIPMENT	I 1646370 001-340-604	3/02/2023 5,624.73	5,624.73
01-57350	PRASSEL LUMBER COMPANY IN	182032	4"x4"x8' TREATED 4"x4"x8' TREATED 2"x4"x8" BOARD #10X 3 1/2" WOOD SCR	I 039983 400-650-575 400-650-575 400-650-575	3/07/2023 33.78 16.76 46.55	97.09
01-57550	PRECISION DELTA CORPORATI	182033	CHEMICAL ROUNDS CS POWDER FLASH BANG STEEL CS GRENADE 40 MM SPONGE SHIPPING	I 26481 103-101-681 103-101-681 103-101-681 103-101-681 103-101-681	3/08/2023 502.50 665.40 679.25 392.00 275.00	2,514.15

VENDOR NUMBER	NAME	DOCKET NUMBER	COMMENT	*-----INVOICE-----*		
				NUMBER	DATE	AMOUNT
01-06415	PREMIER MEDICAL WEIGHT LO	182034	OVERPYMT OF PRIVILEGE LICENSE OVERPYMT OF PRIVILEGE LICENSE	I 202303155405 001-000-220	2/28/2023 2.00	2.00
01-58325	PUBLIC AGENCY TRAINING CO	182035	M. TATE TRAINING M. TATE TRAINING	I 266829 001-100-681	3/02/2023 350.00	350.00
01-06132	KENYA RACHAL	182036	MARCH 6, 2023 MEETING MARCH 6, 2023 MEETING	I 030623 001-550-599	3/06/2023 50.00	50.00
01-60575	REVELL HARDWARE & SUPPLY	182037	SHOP SUPPLIES GARDEN SPADE DBL ACTN HOE CABLE TIES 18" CABLE TIES 14.5"	I 1040/D 001-340-540 001-340-540 001-340-540 001-340-540	3/13/2023 50.38 104.36 19.29 32.92	206.95
01-60575	REVELL HARDWARE & SUPPLY	182038	ELECTRICAL SUPPLIES SPLICE BUTT 22-18G SPLICE BUTT 16-14G	I 944/D 001-100-540 001-100-540	3/01/2023 9.49 9.49	18.98
01-04325	RICHARDSON, JAN M.	182039	MARCH 6, 2023 MEETING MARCH 6, 2023 MEETING	I 030623 001-550-599	3/06/2023 50.00	50.00
01-05754	RP POWER	182040	FD - ANNUAL INSPECTION ANNUAL INSPECTION	I SCPAY19240 001-160-635	1/17/2023 780.00	780.00
01-04854	SITEONE LANDSCAPE SUPPLY	182041	CLAY & TURFACE PACKING CLAY	I 126698551-001 001-340-575	2/08/2023 1,040.00	1,040.00
01-04854	SITEONE LANDSCAPE SUPPLY	182042	CLAY & TURFACE WARNING TRACK PRO FREIGHT	I 126699351-0012 001-340-575 001-340-575	3/02/2023 1,401.40 1,150.00	2,551.40
01-04854	SITEONE LANDSCAPE SUPPLY	182043	PREMIUM INFIELD PREMIUM INFIELD SHIPPING	I 126877389-0012 001-340-575 001-340-575	2/28/2023 1,684.20 1,150.00	2,834.20
01-03210	SOUTHERN CONNECTION POLIC	182044	CLASS A SS SHIRTS-LOVEALL CLASS A SS SHIRTS	I 24813 001-100-535	3/01/2023 139.98	139.98
01-03210	SOUTHERN CONNECTION POLIC	182045	SHAVERS JACKET JACKET	I 24826 001-100-535	3/02/2023 139.00	139.00
01-03210	SOUTHERN CONNECTION POLIC	182046	FENIEX PA MIC FENIEX PA MIC	I 24853 001-100-632	3/06/2023 45.00	45.00
01-03210	SOUTHERN CONNECTION POLIC	182047	BROWN JACKET /POLO ACO POLO UNIFORM FLEECE JACKET	I 24860 001-100-535 001-100-535	3/06/2023 42.99 139.00	181.99
01-03210	SOUTHERN CONNECTION POLIC	182048	BERTUCCI LT NAME PLATE BERTUCCI LT NAME PLA	I 24871 001-100-535	3/07/2023 16.00	52.00

VENDOR		DOCKET	*-----INVOICE-----*			
NUMBER	NAME	NUMBER	COMMENT	NUMBER	DATE	AMOUNT
01-03210	SOUTHERN CONNECTION POLIC	182048	BERTUCCI LT NAME PLATE LT SERVING	I 24871 001-100-535	3/07/2023 36.00	52.00
01-03210	SOUTHERN CONNECTION POLIC	182049	ELECTRONIC TROUBLESHOOT ELECTRONIC TROUBLESHOOT	I 24910 001-100-632	3/09/2023 100.00	100.00
01-03210	SOUTHERN CONNECTION POLIC	182050	ROSE CPL UNIFORM ARMORSKIN BASE SHIRT SERVING SINCE	I 24923 001-100-535 001-100-535	3/09/2023 118.00 18.00	136.00
01-03210	SOUTHERN CONNECTION POLIC	182051	DISPATCH UNIFORM SHIRT DISPATCH UNIFORM SHIRT	I 24928 001-100-535	3/09/2023 85.98	85.98
01-04347	STACY, LEA ANNE	182052	MARCH 6, 2023 MEETING MARCH 6, 2023 MEETING	I 030623 001-550-599	3/06/2023 50.00	50.00
01-05634	STAGELITE ENTERTAINMENT I	182053	TALENT FEE TALENT BUYER FEE	I 115 001-340-650	3/09/2023 1,710.00	1,710.00
01-03641	STAPLES BUSINESS CREDIT	182054	ADMIN SUPP TAPE	I 7605729305-0-1 001-040-500	3/03/2023 22.53	22.53
01-03641	STAPLES BUSINESS CREDIT	182055	ADMIN SUPP DESK FILE	I 7605729305-0-2 001-040-500	3/03/2023 25.62	25.62
01-67940	STAR SERVICE INC OF JACKS	182056	CUST 00753:03-01-23 - 03-31-23 CUST 00753:03-01-23 - 03-31-23 CUST 00753:03-01-23 - 03-31-23 CUST 00753:03-01-23 - 03-31-23 CUST 00753:03-01-23 - 03-31-23 CUST 00753:03-01-23 - 03-31-23 CUST 00753:03-01-23 - 03-31-23 CUST 00753:03-01-23 - 03-31-23 CUST 00753:03-01-23 - 03-31-23	I 784913 001-010-637 001-092-637 001-100-637 001-160-637 001-201-637 001-340-637 001-350-637 400-650-637	2/25/2023 359.66 917.39 692.76 1,024.03 188.97 621.24 307.45 158.52	4,270.02
01-68050	STATE CHEMICAL MANUFACTUR	182057	AIR FRESHNERS FRAGRANCE PAK FRAGRANCE PAK FRAGRANCE BURST FRAGRANCE BURST	I 902816938 001-340-510 001-340-510 001-340-510 001-340-510	3/06/2023 217.80 217.80 166.50 166.50	768.60
01-68200	STATE TREASURER	182058	FEBRUARY 2023 FEBRUARY 2023 FEBRUARY 2023 FEBRUARY 2023 FEBRUARY 2023 FEBRUARY 2023	I 202303155407 001-000-107 001-000-113 001-000-114 001-000-332 001-000-116 001-000-117	3/08/2023 788.61 11,359.99 107.22 29,450.56 393.66 0.00	42,100.04
01-00194	STATE TREASURER FUND 3371	182059	ADVANCED CRIME SCENE ADVANCED CRIME SCENE	I 90128810 001-100-681	3/06/2023 1,200.00	1,200.00

VENDOR NUMBER	NAME	DOCKET NUMBER	COMMENT	*-----INVOICE-----*		
				NUMBER	DATE	AMOUNT
01-68950	SUBER, CONNIE	182060	MARCH 14, 2023 MEETING MARCH 14, 2023 MEETING	I 031423 001-180-611	3/14/2023 50.00	50.00
01-69095	SULLIVAN ELECTRIC	182061	SERVICE CALLS SC FREEDOM RIDGE SC FRIENDSHIP	I 768438 001-340-637 001-340-637	3/02/2023 2,520.00 1,620.00	4,140.00
01-69155	SUNBELT FIRE APPARATUS IN	182062	FD - SUPPLIES BATTERY PACK FREIGHT	I 339138 001-160-540 001-160-540	3/02/2023 744.00 30.00	774.00
01-05489	TIREHUB LLC	182063	P379 TIRES GOODYEAR EAGLE P379 MS TIRE FEE	I 32987670 001-100-632 001-100-632	3/01/2023 500.00 4.00	504.00
01-00544	U.S. LAWNS OF JACKSON	182064	HARBOR DRIVE HARBOR DRIVE	I 48496 001-201-604	3/01/2023 1,300.00	1,300.00
01-00544	U.S. LAWNS OF JACKSON	182065	MONTHLY LAWN MAINTENANCE JESSAMINE CEMETERY SPILLWAY ROAD	I 48497 001-201-604 001-201-604	3/01/2023 1,100.00 2,499.00	3,599.00
01-00544	U.S. LAWNS OF JACKSON	182066	COUNTY LINE ROAD COUNTY LINE ROAD	I 48498 001-201-604	3/01/2023 3,967.42	3,967.42
01-00544	U.S. LAWNS OF JACKSON	182067	JACKSON STREET PARKING LOT JACKSON STREET PARKING LOT	I 48499 001-201-604	3/01/2023 816.67	816.67
01-00544	U.S. LAWNS OF JACKSON	182068	LAKE HARBOUR @ NORTHPARK DR LAKE HARBOUR @ NORTHPARK DR	I 48500 001-201-604	3/01/2023 997.50	997.50
01-00544	U.S. LAWNS OF JACKSON	182069	I-55 INTERCHANGE I-55 INTERCHANGE	I 48501 001-201-604	3/01/2023 7,649.58	7,649.58
01-05135	U.S. POSTAL SERVICE (POST	182070	METER# 51185817 METER# 51185817	I 202303155409 001-000-062	3/15/2023 6,000.00	6,000.00
01-03710	UNION AUTO PARTS	182071	WIPERS AND SILICONE WIPER BLADES 20 '' WIPER BLADES HIGH TEMP SILICONE	I 2538970-00 400-650-632 400-650-632 400-650-632	3/03/2023 61.02 25.41 40.75	127.18
01-03710	UNION AUTO PARTS	182072	AUTOPARTS 2-28-23 P332 ROTORS P332 PADS	I 2541171-00 001-100-632 001-100-632	3/07/2023 215.34 44.14	259.48
01-03710	UNION AUTO PARTS	182073	AUTOPARTS 2-28-23 P323 OIL COOLER P323 MSINT GASKET P323 SPARK PLUG P323 SPARK PLUG	I 2541267-00 001-100-632 001-100-632 001-100-632 001-100-632	3/07/2023 179.47 37.82 100.40 20.08	337.77

VENDOR NUMBER	NAME	DOCKET NUMBER	COMMENT	*-----INVOICE-----*		
				NUMBER	DATE	AMOUNT
01-03710	UNION AUTO PARTS	182074	AUTOPARTS 2-28-23	I 2543077-00	3/09/2023	46.17
			P326 SPARK PLUG	001-100-632	6.81	
			P326 COIL PACK	001-100-632	39.36	
01-03710	UNION AUTO PARTS	182075	WIPERS AND SILICONE	I 2543081-00	3/09/2023	409.70
			BATTERY GROUP 31	001-201-632	239.92	
			CORE CHARGE	001-201-632	36.00	
			CORE CHARGE RETURN	001-201-632	36.00CR	
			BRAKE PADS	001-201-632	169.78	
01-73500	UNITED PIPING SYSTEMS INC	182076	FD - ANL INPECTION	I T2883	9/12/2022	140.00
			ANL INPECTION	001-160-637	140.00	
01-06416	HAIRO OTTONIEL TEMA VAIL	182077	REMITTANCE OF BOND FEE	I 202303155408	3/02/2023	2,500.00
			REMITTANCE OF BOND FEE	001-000-122	2,500.00	
01-02597	VERIZON WIRELESS	182078	742166727: 01-26-23 - 02-25-23	I 9928620680	2/25/2023	280.09
			742166727: 01-26-23 - 02-25-23	001-100-605	280.09	
01-75450	WALMART	182079	FD - SUPPLIES ST. 4	I 06549A	3/03/2023	200.36
			BOUNCE	001-160-540	9.94	
			WATER	001-160-540	5.36	
			CLOROX BATHROOM	001-160-540	14.34	
			LYSOL ALL PURPOSE	001-160-540	11.91	
			LYSOL DISINFECTANT	001-160-540	29.08	
			FABULOSO	001-160-540	7.97	
			FOLGERS COFFEE	001-160-540	13.98	
			FOLGERS COFFEE	001-160-540	10.46	
			STARBUCKS VANILLA	001-160-540	16.98	
			STARBUCKS HAZELNUT	001-160-540	16.98	
			COFFEEMATE CREAMER	001-160-540	4.98	
			LAUNDRY DETERGENT	001-160-540	27.96	
			CLOROX BLEACH	001-160-540	15.96	
			OOK LARGE D RING	001-160-540	4.96	
			OOK LARGE SAWTOOH	001-160-540	1.98	
			CLOROX	001-160-540	7.52	
01-75450	WALMART	182080	FD - SUPPLIES ST. 2	I 06662	3/07/2023	235.72
			CLOROX SPRAY	001-160-510	19.52	
			CLOROX FOAM	001-160-510	9.56	
			GLADE PLUG INS	001-160-510	11.98	
			MR. CLEAN	001-160-510	17.88	
			CASCADE GEL	001-160-510	7.24	
			WALL CLOCK	001-160-540	32.96	
			GV LED	001-160-540	7.97	
			SPRAY PAINT	001-160-540	26.88	
			AUTO TOWELS	001-160-540	9.97	
			COFFEE FILTERS	001-160-540	2.28	
			FOLGERS COFFEE	001-160-540	29.91	
			WHISK	001-160-540	4.97	
			ROUND UP	001-160-540	40.68	

VENDOR		DOCKET		*-----INVOICE-----*		
NUMBER	NAME	NUMBER	COMMENT	NUMBER	DATE	AMOUNT
01-75450	WALMART	182080	FD - SUPPLIES ST. 2 FOLGERS COFFEE	I 06662 001-160-540	3/07/2023 13.92	235.72
01-75450	WALMART	182081	COFFEE AND SUPPLIES CREAMER COFFEE COFFEE COFFEE CREDIT COFFEE FILTERS AIR FRESHENER LYSOL SPRAY	I 07511 001-201-540 001-201-540 001-201-540 001-201-540 001-201-540 001-201-540 001-201-540	3/06/2023 15.92 49.80 29.88 29.88CR 4.34 4.56 21.81	96.43
01-75900	WASTE MANAGEMENT OF MS	182082	02-01-23 - 02-28-23 SERVICES 02-01-23 - 02-28-23 SERVICES 02-01-23 - 02-28-23 SERVICES	I 0020738-1894-6 003-220-682 003-220-683	3/02/2023 107,977.36 44,633.63	152,610.99
01-75900	WASTE MANAGEMENT OF MS	182083	02-01-23 - 02-28-23 SERVICES 02-01-23 - 02-28-23 SERVICES 02-01-23 - 02-28-23 SERVICES 02-01-23 - 02-28-23 SERVICES 02-01-23 - 02-28-23 SERVICES	I 3100142-0078-9 001-340-682 001-201-682 400-650-682 001-350-682	2/23/2023 775.62 97.02 97.02 70.07	1,039.73
01-04506	WELLS MARBLE & HURST PLLC	182084	FEBRUARY 2023 SERVICES FEBRUARY 2023 SERVICES	I 145249 001-060-601	3/06/2023 4,085.50	4,085.50
01-01453	WILLIAMS EQUIPMENT & SUPP	182085	72" DIAMOND BRUSH CUTTER 72" DIAMOND BRUSH CUTTER	I S-4067950 001-201-730	2/24/2023 8,100.00	8,100.00
01-04560	WIRELESS WIZARD	182086	FD - SUPPLIES SCREEN PROTECTOR SCREEN PROTECTOR	I WW001IN262172 001-160-540 001-160-540	3/01/2023 15.00 45.00	60.00
01-06370	JAMES WOODRICK JR	182087	MARCH 14, 2023 MEETING MARCH 14, 2023 MEETING	I 031423 001-180-611	3/14/2023 50.00	50.00
01-77885	WORLD CLASS ATHLETIC SURF	182088	FIELD PAINT WHITE RTU FIELD PNT FRIEGHT	I 63595 001-340-540 001-340-540	3/08/2023 1,560.00 222.00	1,782.00

TOTAL = 1,417,958.63
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FUND TOTALS		
FUND	NAME	TOTAL
001	GENERAL FUND	412,859.48
003	SANITATION	152,610.99
005	COURT SERVICES FEE FUND	45.96
103	FORFEITURE AND SEIZURE	3,214.15
371	LAKE HARB WOLCOTT TO 51	6,803.74
388	HIGHLAND COLONY REBUILD	768,986.64
400	PUBLIC UTILITIES FUND	67,018.92
404	EMCRS OPERATION & MAINT	342.33
467	METER SWAP PROJECT	6,076.42
TOTALS FOR ALL FUNDS =		1,417,958.63

DEPT: ALL

PAYROLL NO#: 01

PAY PERIOD BEGINNING: 2/17/2023

PAY PERIOD ENDING: 3/02/2023

March 10, 2023 Payroll

*** GRAND TOTALS ***

-----EARNINGS-----			----BENF/REIMB----		-----DEDUCTIONS-----			-----TAXES-----				
DESC	HRS	AMOUNT	DESC	AMOUNT	CD	ABBV	EMPLOYEE	EMPLOYER	DESC	TAXABLE	EMPLOYEE	EMPLOYER
SAL	848.00	41,198.00	VEH	54.40	AFA	AFACC	1005.98		FED W/H	431,397.08	37,113.74	
SMON	0.00	10,064.20			AFC	AFCAN	904.53		ST WH MS	431,397.08	12,933.00	
REG	15,933.50	347,883.57			AFD	AFSHO	1185.93		FICA	478,462.19	29,664.66	29664.66
R/O	41.75	885.12			AFH	AFHOS	442.11		MEDI	478,462.19	6,937.73	6937.73
O/T	1,009.75	26,353.36			AFS	AFSPE	173.00					
CE	28.15	0.00			ANN	ANUTY	2637.50					
CMPRG	22.50	0.00			C18	CHSUP	202.50					
COMP	47.50	1,137.54			C32	CHSUP	225.00					
SICK	544.50	10,143.60			C39	CHSUP	152.50					
VAC	929.50	21,430.64			C42	CHSUP	147.50					
HOL	1,366.00	30,904.52			C43	CHSUP	110.00					
HOLB	1,108.00	0.00			C59	CHSUP	285.25					
FNRL	16.00	401.84			C67	CHSUP	177.50					
MLT	24.00	473.04			C73	CHSUP	86.50					
PARAM	0.00	3,846.20			C74	CHSUP	165.00					
SHIFT	0.00	400.00			C79	CHSUP	171.00					
TRAFF	0.00	1,641.64			C81	CHSUP	75.00					
FUGTF	25.00	1,008.00			C82	CHSUP	127.50					
MBNHI	20.00	847.60			C86	CHSUP	87.50					
					C87	CHSUP	72.50					
					C88	CHSUP	327.50					
					CAF	ADMFE	107.25	125.84				
					CCF	CANCF	64.45					
					CHC	CHCAR	1331.32					
					CRU	CRUN	3050.88					
					DCF	DENCF	1886.99	1063.30				
					DEN	DENTL		2232.93				
					FCE	FLEX	6.20					
					HCF	HTHCF	12042.31	19377.15				
					HLT	HELTH		45014.61				
					HRF	HRF	152.04	242.99				
					LIF	LIFE	13.86	896.21				
					PBA	POBEN	235.00					
					RET	RET	44427.61	85961.49				
					T75	TAXLE	460.57					
					UNR	UNREM	2419.94					
TOTALS:	21,964.15	498,618.87		54.40			74960.22	154914.52			86,649.13	36602.39

-----DEPARTMENT RECAP-----

DEPT NO#	GROSS	REGULAR	OVERTIME	LEAVE	OTHER	BENEFITS	DEDUCTIONS	TAXES	NET
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DEPT: ALL

PAYROLL NO#: 01

PAY PERIOD BEGINNING: 2/17/2023

PAY PERIOD ENDING: 3/02/2023

-----DEPARTMENT RECAP-----

DEPT NO#	GROSS	REGULAR	OVERTIME	LEAVE	OTHER	BENEFITS	DEDUCTIONS	TAXES	NET
001-010	15,114.77	13,530.35	0.00	1,584.42	0.00	0.00	1,955.55	2,198.66	10,960.56
001-020	6,484.63	6,029.63	0.00	455.00	0.00	0.00	1,217.29	1,151.42	4,115.92
001-040	30,303.52	21,176.36	0.00	9,127.16	0.00	0.00	4,337.44	6,099.03	19,867.05
001-092	1,445.60	1,445.60	0.00	0.00	0.00	0.00	130.10	227.07	1,088.43
001-100	167,347.57	137,283.85	10,093.44	16,073.04	3,897.24	0.00	24,254.51	28,757.43	114,335.63
001-160	124,289.26	87,899.78	15,159.42	17,383.86	3,846.20	0.00	21,721.76	21,646.23	80,921.27
001-180	24,081.28	20,952.32	0.00	3,128.96	0.00	0.00	2,903.72	4,525.91	16,651.65
001-201	50,046.78	43,508.08	61.53	6,454.77	0.00	22.40	6,019.45	8,085.12	35,919.81
001-340	29,199.95	25,295.54	444.92	3,459.49	0.00	0.00	3,413.93	4,981.08	20,804.94
005-101	4,485.60	4,037.04	0.00	448.56	0.00	0.00	951.26	782.29	2,752.05
400-650	42,744.66	35,479.81	594.05	5,776.22	862.58	32.00	7,187.71	7,848.37	27,676.58
404-650	3,129.65	2,507.41	0.00	599.70	22.54	0.00	867.50	346.52	1,915.63
TOTALS	498,673.27	399,145.77	26,353.36	64,491.18	8,628.56	54.40	74,960.22	86,649.13	337,009.52

REGULAR INPUT: 239

MANUAL INPUT: 0

CHECK STUB COUNT: 0

DIRECT DEPOSIT STUB COUNT: 239