

**MEETING OF THE
MAYOR AND BOARD OF ALDERMAN OF THE
CITY OF RIDGELAND, MISSISSIPPI
July 16, 2024
6:00 PM**

INVOCATION

PLEDGE OF ALLEGIANCE

CONSIDERATION OF MINUTES FROM PRIOR BOARD MEETING

JULY 2, 2024

CONSIDERATION OF MINUTES FROM PRIOR WORK SESSION

JULY 1, 2024

1. AGENDA ITEMS

- a) Adopt Proclamation Declaring Pecan Tree as Official City Tree
- b) Public Hearing to Amend Certain Sections of the Official Zoning Ordinance of the City of Ridgeland, MS

2. CONSENT ITEMS

- a) Table Petition and Application for Conditional Use for Sartain Associates, Inc. to second Mayor and Board Meeting of August 2024
- b) Approve Street Name Ordinance naming Freedom Ridge Drive in Freedom Ridge Park
- c) Award the Recycling Services Contract to Waste Management and authorize the Mayor to sign the Contract for Waste Hauler Services for Collection and Disposal of Recyclables with Waste Management
- d) Approve Contractor Pay Estimate #2 for A.J. Construction - East County Line Road Resurfacing Improvements
- e) Approve a Resolution authorizing the Mayor and Mayor Pro Tempore to sign a Memorandum of Understanding to obligate Ridgeland's ARPA and MCWI funding
- f) Select Waggoner Engineering, Inc. for CE&I Services and authorize the Mayor to sign Amendment #2 to the Purple Creek Basin Drainage Improvements Task Order No. 1 of the General Services Agreement to add CE&I Services
- g) Authorization to Advertise for Term Bids for Public Works
- h) Memorandum of Agreement HIDTA FY25 (Police Department)
- i) Unmarked Vehicle (Police Department)
- j) Approve CE&I Contract with Michael Baker for Highway 51/Lake Harbour Drive Intersection Improvements

k) Approve Notice of Referendum

l) Sewer Adjustments

3. PAYMENT OF CLAIMS

a) 191664 - 191979 and July 12, 2024 Payroll (\$2,268,944.43)

4. EXECUTIVE SESSION

ADJOURNMENT

INFORMATION FOR MAYOR AND BOARD

Financial Statement for June 2024

**MEETING OF THE
MAYOR AND BOARD OF ALDERMAN OF THE
CITY OF RIDGELAND, MISSISSIPPI
July 2, 2024
6:00 PM**

Mayor opened the July 2, 2024 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 D.I. Smith, Alderman Bill Lee, City Attorney Jerry Mills, and City Clerk Paula Tierce. Absent was Alderman Brian Ramsey. The meeting was opened with an invocation by Alderman Kevin Holder followed by the pledge of allegiance.

The Mayor and Board of Aldermen were provided the City Attorney's statement for services through June 26, 2024.

Next came the recognition of Officer Tristan Xerri for being selected "Officer of the Month" for May 2024. Mayor McGee announced that on May 10, 2024, Ridgeland officers were advised to be on the lookout for a silver sedan, which was involved in an Armed Robbery at the Exxon on County Line Road in Jackson. Officer Xerri observed a silver Toyota displaying a very similar tag number to that of the suspect vehicle and conducted a traffic stop on Interstate 55 in Ridgeland. Upon further investigation it was determined that the driver was the armed robbery suspect and he was taken into custody along with stolen merchandise and a firearm. Thanks to Officer Xerri's efforts a dangerous criminal was removed from the streets of Ridgeland. Mayor McGee commended Officer Tristan Xerri for a job well done.

Next came the presentation of the MML Award of Excellence, Economic Development for Cities over 10,000 population to Public Works Director Alan Hart by Mayor McGee. Mayor McGee stated that to land the single largest economic development project in the state's history, among other important economic development projects in the vicinity, the City of Ridgeland planned and made significant infrastructure investments to the southern end of Highland Colony Parkway. As a result, the City of Ridgeland landed Southern Beverage and Amazon Web Services. The planning of this project called for an innovative way to rehabilitate the street infrastructure. A team of engineers planned a solution to make point repairs to the street base using geotextile fabrics and limestone to quickly stabilize each failed area. Profile milling was performed to create a level surface to lay new asphalt on top of the old road and repaired base, increasing the structural capacity of the road to support 80,000 pound loads, which was necessary to support the truck traffic associated with Southern Beverage, a \$30,000,000 investment in Ridgeland. During the same time, the City of Ridgeland set out to improve the water quality and capacity for that area of the city. The unique innovation of this public works project is the complex funding strategy that includes federal, state, and local funding and the speed in which the permit and plans were prepared. The water tank and well project bid has been awarded and will be built prop to the opening of

the first phase of the AWS data center. As a result of the innovate strategy to deliver the project AWS plans to invest \$4 billion in which is likely to be the first of several phases that will span multiple years. The Phase 1 Ridgeland location will be home to 200 new jobs with an average annual wage of \$80,000.

Next came the presentation of the Building Department of the Year award to Public Works Director Alan Hart by Mayor McGee. Mayor McGee announced that the City of Ridgeland received the Building Department of the Year Award from the Board of Directors of BOAM at the Summer BOAM Conference in June. This award recognizes the extraordinary performance of the entire department and is based on several factors, including, but not limited to, the number of permits issued, the monetary amount of permits issued, and the efficiency of the inspectors. The award also recognizes leadership in the profession and is chosen by a group of peers in the association. Recognized from the Building Division of the Community Development Department were: Drew Smith, Scott Swinny, Tally Berry, Robert Ray, Steven Ramsey, Jordan Lohman, and Bayleigh Sears.

Next came the matter of accepting the Minutes of the June 17, 2024 Work Session and the June 18, 2024 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) Reappoint Mills & Scanlon, PA as City Attorney for Period Beginning 7/1/2024 and Ending 6/30/2025 - Order Attached Hereto as Exhibit "A"
- b) Ratify Declaration of Emergency signed by Mayor Gene McGee for the replacement of the School Street Well - Order Attached Hereto as Exhibit "B"
- c) Site Plan Review for Ridgeland Data Center Phase 1 - Revisions - Order Attached Hereto as Exhibit "C"
- d) Appointment to be Deputy Court Clerk (Police Department) - Order Attached Hereto as Exhibit "D"
- e) Review and Approve LEFTA System Purchase and Service Agreement (Police Department) - Order Attached Hereto as Exhibit "E"
- f) Approve Contract between City of Ridgeland and Wildstone Construction Services, LLC in the Amount of \$296,855.00 for the Freedom Ridge Overhead Net Project - Order Attached hereto as Exhibit "F"
- g) Approve Letter of Engagement with BMSS Advisors & CPAs for the FY2024 Audit - Order Attached hereto as Exhibit "G"
- h) Sewer Adjustments - Order Attached hereto as Exhibit "H"

The motion was seconded by Alderman Kevin Holder 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 numbered 191412 - 191663 and the June 28, 2024 Payroll (\$1,486,272.820). Alderman Ken Heard 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 D.I. Smith, Alderman Bill Lee
Nay(s): None
Absent: Alderman Brian Ramsey

The Mayor then declared the Motion carried.

Mayor McGee then announced the need to go into Executive Session to discuss a personnel issue and potential litigation. Alderman Bill Lee moved to go into Closed Session to discuss a personnel issue and potential litigation. Alderman Wesley Hamlin seconded the motion and a vote was taken 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.

CLOSED SESSION

Alderman Kevin Holder moved to go into Executive Session discuss a personnel issue and potential litigation. Alderman Wesley Hamlin seconded the motion and a vote was taken 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.

EXECUTIVE SESSION

Alderman Wesley Hamlin moved to leave Executive Session. Alderman Kevin Holder seconded the motion and a vote was taken 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 6:26 pm.

WITNESS MY SIGNATURE, this the 10th day of July, 202



GENE F. MCGEE, MAYOR

ATTEST:



PAULA TIERCE, CITY CLERK



**MINUTES OF THE SPECIAL MEETING
OF THE MAYOR AND BOARD OF ALDERMEN
OF THE CITY OF RIDGELAND
JULY 1, 2024
6:00 P.M.**

The Mayor opened the special called meeting of the Mayor and Board of Aldermen. Present were Alderman Ken Heard, Alderman Chuck Gautier, Alderman D. I. Smith, Alderman Wesley Hamlin, Alderman Bill Lee, Alderman Kevin Holder, City Attorney John Scanlon, and City Clerk Paula Tierce. Absent was Alderman Brian Ramsey.

The City Clerk adjudicated that proper notice was made; a copy of which is attached hereto as Exhibit "A".

The Mayor presented the proposed agenda for the regular meeting scheduled on Tuesday, July 2, 2024.

Each item was discussed with no action being taken by the Board of Aldermen.

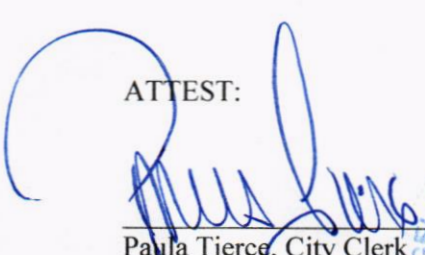
The meeting concluded at 6:07 p.m.

WITNESS MY SIGNATURE, this the 10th day of July, 2024.



GENE F. MCGEE, MAYOR

ATTEST:



Paula Tierce, City Clerk



Whereas, The Highland Colony area was settled for its agricultural promise, and it quickly became one of Mississippi’s principal areas for truck farming. It was known for its adaptable soil, which was perfect for producing a wide variety of fruits and vegetables. It was especially noted for its strawberry fields and peach, pear, and pecan orchards; and

Whereas, The pecan tree is one of the first documented crops planted in the Highland Colony of Ridgeland. By 1898, nearly 1,400 pecan trees had been planted, 100 acres of which were planted by William Nichols and R.H. Thompson, two of the owners of the Highland Colony Company. The Nichols & Thompson’s Grafted Stock Pecan, as they named it, was a large, fancy, paper-shelled pecan that they believed to be the beginnings of a lucrative industry; and

Whereas, By 1905, the majority of the Ridgeland agriculture industry became dominated by strawberries, peaches, and cabbage. According to a Jackson Daily News article, “...although we could grow fine stuff by the time the transportation companies and commission men got through with it, there was little left for the grower. Consequently, we were obliged to stop growing anything but cabbage, strawberries, and peaches...” ; and

Whereas, Trees are considered important community resources because of unique or noteworthy characteristics or values. Such trees have been described as heritage, historic, landmark, legacy, special interest significant and official. The City of Ridgeland Tree Ordinance regulates protection and removal of trees in the City of Ridgeland, MS. The Historical Society of Ridgeland, MS is committed to preserving the heritage and historic nature of area trees. In the City of Ridgeland trees remain as documentation of a historic past and continue to mark the future; and

Whereas, In its early years, Ridgeland’s economy was predominately agricultural, with the region becoming one of Mississippi’s principal areas for truck gardening. The town was especially noted for its strawberry fields as well as peach, pear, and pecan orchards. Although there are no original structures in Old Town Ridgeland, traces of pecan orchards still exist. Notably, one such orchard can be found at Freedom Ridge Park;

Now, Therefore, I, Mayor Gene F. McGee, along with the Board of Aldermen, City of Ridgeland, Mississippi, in honor of Ridgeland’s designation as Tree City USA and to mark its 125th anniversary, do hereby proclaim the pecan tree as the official tree for the City of Ridgeland.

IN WITNESS THEREOF, I have hereunto set my hand this the _____ day of _____ in the year of our Lord, _____.

GENE F. MCGEE, MAYOR

Alderman D.I. Smith

Alderman Ken Heard

Alderman Chuck Gautier

Alderman Brian Ramsey

Alderman Kevin Holder

Alderman Wes Hamlin

Alderman Bill Lee

**ORDINANCE AMENDING SECTIONS 420.03, 430.02, 430.03, 21 (DEFINITIONS),
AND 600.14.F OF THE ZONING ORDINANCE OF THE CITY OF RIDGELAND,
MISSISSIPPI**

WHEREAS, the Mayor and Board of Aldermen of the City of Ridgeland, Mississippi did lawfully adopt a Zoning Ordinance on February 4, 2014, and subsequently amended, after proper notice and public hearing; and

WHEREAS, development trends of certain uses have resulted in the need to consider appropriate locations and restrictions; and

WHEREAS, because of the lease nature of many of the Restricted Uses (as defined in Article II, Section 21 of the Zoning Ordinance), it is believed that some Nonconformities will be resolved through attrition; few locations for additional Restricted Uses currently exist; and the Mayor and Board of Aldermen have not yet determined which businesses technically caused the nonconformity per the buffer restriction; and

WHEREAS, there has been a change in the law and a legislative determination that municipalities are now authorized to set rules and regulations for locations of liquor stores within the City of Ridgeland in order to promote public health, morals, and safety; and

NOW THEREFORE BE IT RESOLVED, the Mayor and Board of Aldermen adopt the following sections as amendments to the Official Zoning Ordinance of the City of Ridgeland, Mississippi by amending the following sections:

SECTION 1

Replace Section 21 DEFINITIONS Restricted Uses: A category of uses that includes pawn shops, tattoo parlors, self-service or coin operated laundromats, title loan establishments, check-cashing establishments, businesses purchasing gold or other precious metals as a primary business, businesses selling marijuana as a primary use or secondary use (excluding medical marihuana/CBD oil as defined in MS § 41-29-113), Electronic Smoking Device Retailers, nail salons as a primary business, bail bondsmen, tobacco and beer retailer, tobacco retailer, blood and/or plasma donation center, or any combination thereof.

Delete Section 420.03.H

Delete Section 430.03.E

SECTION 2

Add Section 21 DEFINITIONS Liquor Store: A store exclusively for the retail sale of sealed and unopened alcoholic beverages or “package retailer” as permitted by the Department of Revenue and defined in Title 35, Part II of the Mississippi Administrative Code.

Add Section 21 DEFINITIONS Liquor Store, Ancillary: A Liquor Store owned and operated by an attached grocery store (excluding convenience grocery stores) and shall serve as a complimentary or secondary use to the primary retail sales of the grocery store.

Add Section 21 DEFINITIONS Liquor Store, Independent: An independently owned and operated Liquor Store, excluding those defined as Ancillary Liquor Stores in this ordinance.

Add Section 420.02.G Independent Liquor Stores (as defined in Section 21). Independent Liquor Stores shall be limited to C-2A only and may not pyramid into any other Zoning Districts and are subject to Special Use Site Plan Standards in Section 600.14.F.

Add Section 600.14.F.15 Liquor Stores:

- (a) Must be permitted by the Mississippi Department of Revenue and comply with all rules and regulations of the Alcoholic Beverage Control Division as defined in Title 35, Part II of the Mississippi Administrative Code; and Title 67, Chapter I of the Mississippi Code.
- (b) Independent Liquor Stores, as defined in this ordinance, shall not be located within 2,000 linear feet from any other Independent Liquor Store. Distances shall be measured in a straight line from the nearest point of the building to the nearest point of the building housing the proposed Independent Liquor Store.
- (c) Independent Liquor Stores shall not be located within four hundred (400) feet of any church, funeral home, school, housing for the elderly complexes, or kindergarten or child-care facility. Distances shall be measured in a straight line from the nearest point of the building to the nearest point of the building housing the proposed Independent Liquor Store.
- (d) Independent Liquor Stores shall not be located within four hundred (400) feet of any residential neighborhood entrance. Distance shall be measured in a straight line from the intersection of right-of-way centerlines to the front door of the Independent Liquor Store.
- (e) Ancillary Liquor Stores shall be subordinate in area and purpose to the attached principal grocery with a maximum gross floor area not to exceed 20% of the principal grocery’s gross floor area and shall not exceed maximum area of 10,000 sq. ft. The gross floor area of the liquor store shall be calculated separately and in addition to the principal grocery’s gross floor area and not as part thereof.
- (f) Ancillary Liquor Stores must be attached to the principal grocery by a common wall and be located on the same parcel.

SECTION 3

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 _____, 2024.

APPROVED:

ATTEST:

GENE F. MCGEE, MAYOR

PAULA TIERCE, CITY CLERK
Published: _____

AFFP

Zoning Amendment Liquor Stores/Laundromat

AFFIDAVIT OF PUBLICATION

State of New Jersey, County of Hudson, ss:

Hayden Lipsky, being first duly sworn, deposes and says: That (s)he is a duly authorized signatory of Column Software, PBC, duly authorized agent of Madison County Journal, a newspaper printed and published in the City of Ridgeland, County of Madison, State of Mississippi, and that this affidavit is Page 1 of 1 with the full text of the sworn-to notice set forth on the pages that follow, and the hereto attached:

PUBLICATION DATES:

Jun. 27, 2024

NOTICE ID: ePAErGeNFIAaIVcpUCU4

NOTICE NAME: Zoning Amendment Liquor Stores/Laundromat

Publication Fee: 35.76

That said newspaper was regularly issued and circulated on those dates.

(Signed) Hayden Lipsky

VERIFICATION

State of New Jersey
County of Hudson

SHANNEA H HOLMES
NOTARY PUBLIC
STATE OF NEW JERSEY
My Commission Expires August 1, 2026

Subscribed in my presence and sworn to before me on this: 07/01/2024

Shanea H. Holmes

Notary Public

Notarized remotely online using communication technology via Proof.

NOTICE OF PUBLIC HEARING
To Amend Sections 420.02, 420.03,
430.03, 21(Definitions), and 600.14.F
of the Zoning Ordinance of the City
Of Ridgeland, Mississippi.

Notice is hereby given to those parties in interest that there will be a public hearing before the Mayor and Board of Aldermen of the City of Ridgeland on July 16, 2024, at 6:00 o'clock p.m. at the City Hall of Ridgeland, Mississippi, located at 100 West School Street, Ridgeland, Mississippi, for the purpose of determining whether amendments should be made to the text of the Zoning Ordinance of the City of Ridgeland, Mississippi as they pertain to liquor stores and self-service laundromats.

For all those interested, complete copies of the proposed changes to the Zoning Ordinance can be obtained from the City Clerk or at the Community Development Department of the City of Ridgeland located at City Hall, 100 West School Street, Ridgeland, Mississippi.

Approved this the 18th day of June, 2024.

City of Ridgeland, Mississippi

By: /s/ Gene F. McGee

Gene F. McGee, Mayor

ATTEST:

/s/ Paula Tierce

Paula Tierce, City Clerk

Publish: June 27, 2024

BEFORE THE MAYOR AND BOARD OF ALDERMEN OF
THE CITY OF RIDGELAND, MADISON COUNTY, MISSISSIPPI

**PETITION AND APPLICATION FOR
CONDITIONAL USE PERMIT**

(Official Form February 2014)

COMES NOW, SARTAIN ASSOCIATES INC, (the "Petitioner") and
[Name of Petitioner(s)]

respectfully petitions the Mayor and Board of Aldermen of the City of Ridgeland, Mississippi, to grant a conditional use permit as set forth in Section 600.09 of the City of Ridgeland Zoning Ordinance of February, 2014, as more specifically described in this Petition for that real property described in this Petition, and in support of this Petition would show as follows:

1. The name of the Petitioner is SARTAIN ASSOCIATES INC
(hereinafter referred to as "Petitioner").
2. The Petitioner's mailing address is 1 LAWS CROSSING
MADISON MS 39110 and the Petitioner's attorney or
representative's mailing address is N/A.
3. The Petitioner's phone number is 601-720-0376 and the Petitioner's
attorney's phone number is (if applicable) N/A.
4. The record title holder of the property is SARTAIN ASSOCIATES INC.,
and a copy of the property deed with legal description is attached hereto as Exhibit "A".
Additionally, digital text version of the legal description shall be provided to the Zoning
Administrator for use in advertising the public hearing.



5. If the Petitioner is not the owner of the property, the owner's address and phone number is N/A

6. A copy of the written authority of the owner's representative to act on behalf of the Owner is attached hereto as Exhibit "B", if applicable.

7. The street address of the property is: CORNER OF OLD CANTON RD &
WILLIAMS BLVD.
Ridgeland, Mississippi 39157

(and/or) Tax Parcel ID Number(s): 072H-33C-100/03.00
072H-33C-100/05.00
072H-33C-100/06.00

8. A copy of a plat or map of the property certified by a licensed land surveyor is attached as Exhibit "C".

9. A vicinity map or plat depicting an area of at least 300' surrounding the subject property in all directions is attached to this Petition as Exhibit "D". The vicinity map includes the current zoning classification of all lands within 160' of the subject property.

10. The property is presently zoned MU-1, according to the official zoning map of Ridgeland, Mississippi.

11. Petitioner requests that it be granted a conditional use permit as authorized by

Section 340.3 of the Zoning Ordinance of the City of Ridgeland, Mississippi, dated February, 2014. **(Section of ordinance authorizing the specified conditional use).**

12. Petitioner intends to use the subject property for the following purpose(s) in accord with

requested classification: DETACHED SINGLE FAMILY RESIDENTIAL

AS PER R-4 ZERO LOT LINE DISTRICT

13. A site plan for development of the property as required by Section 600.09 of the Zoning Ordinance is attached as Exhibit "E".

14. Petitioner acknowledges that in order to assure consideration of the request contained in this Petition, Petitioner must present proof as to all matters required to be proved by Section 600.09 of the Zoning Ordinance. Petitioner must answer the following questions before filing this petition. The petition will not be accepted unless petitioner responds to each of the following questions:

a. Why does the Petitioner claim that the requested land use fits the site and is compatible with adjacent properties?

SINGLE FAMILY DETACHED DWELLINGS ADJOIN PROPERTY
TO NORTH. MULTI FAMILY APARTMENT ADJOIN PROPERTY
TO EAST & WEST.

b. How will the proposed use impact traffic on adjacent streets and highways?

OLD CANTON ROAD IS A MAJOR ARTERIAL 4 LANE
STREET. THERE IS A TRAFFIC LIGHT AT THE INTERSECTION
OF OLD CANTON & WILLIAMS BLVD. ENTRANCE TO SUBDIVISION
IS LOCATED ON THE EASTERLY END OF PARCEL. THIS WILL
ALLOW EGRESS TRAFFIC FROM SUBDIVISION AMPLE ROOM
TO EXIT OUT TO WILLIAMS BLVD PRIOR TO TRAFFIC LIGHT

- c. Will the requested land use cause an adverse effect (noise, glare, odor, traffic, use, encroachment, etc.) on abutting property or the permitted use thereof? Please explain.

NO ADVERSE EFFECT

- d. What provision(s) have been made for ingress and egress to the subject property and structures located thereon with particular reference to automobile and pedestrian safety, traffic flow, and fire protection?

AS NOTED SUBDIVISION ENTRANCE IS LOCATED

ON THE EASTERLY PORTION OF PROPERTY. - APPROXIMATELY 500'
FROM OLD CANTON/WILLIAMS BLVD INTERSECTION, THIS
MITIGATES ANY ISSUES FOR ADEQUATE STACKING OF VEHICLES
AT INTERSECTION. A GATED EMERGENCY/EXIT/ENTRANCE FOR
FIRST RESPONDERS IS LOCATED ON OLD CANTON ROAD

- e. What provision(s) have been made to provide adequate off-street parking and loading areas in conformance with Section 37.02 Off-Street Parking of this Ordinance?

EACH DWELLING WILL HAVE 2 CAR GARAGES W/
HARD SURFACE DRIVEWAY. SHORT TERM PARKING FOR GUESTS
WILL PARK IN DRIVEWAYS.

- f. What provision(s) have been made for refuse storage areas and service areas to be screened from adjoining properties, and are the proposed improvements in conformance with Section 36.07 and Appendix 'D'?

NO NEIGHBORHOOD REFUSE STORAGE AREA. RESIDENTS
WILL STORE GARBAGE CANS IN GARAGE & WILL ONLY
BE VISIBLE ON COLLECTION DAY.

- g. What provision(s) have been made for controlling drainage and erosion on/from the proposed site?

40' BUFFER WILL BE MAINTAINED AROUND THE PERIMETER
OF PROPERTY. THIS WILL HELP COMBAT DRAINAGE & EROSION
ISSUES. RETENTION AREA WILL BE ESTABLISHED ~~ON~~ SITE
TO CONTROL STORMWATER & PASS THRU STORMWATER FROM
ADJOINING PROPERTY.

- h. What provision(s) have been made for the availability and connection of utilities?

ALL UTILITIES AVAILABLE AS PER RIDGELAND
PUBLIC WORKS

- i. What provisions(s) have been made for signage and lighting at the proposed site?

SIGNAGE LIGHTING WILL BE GROUND LEVEL,
STREET LIGHTING WILL BE PROVIDED AS PER
ENTERGY MS GUIDELINES.

- j. Does the proposed land use comply with required yards, Landscape Ordinance, and Tree Ordinance? If not, please explain.

YES

- k. What provision(s) have been made with respect to hours of operation so as not to cause an adverse effect on neighboring properties?

N/A

l. What provision(s) have been made to adequately address any concern for safety?

1. EMERGENCY ENTRANCE FROM OLD CANTON RD

2. 40' BUFFER AROUND PERIMETER OF PROPERTY

3. SUBDIVISION ENTRANCE ON EASTERNLY PORTION
OF PROPERTY

m. What provision(s) have been made to address any negative impact on the capacity of public facilities?

NO NEGATIVE IMPACTS ON PUBLIC FACILITIES

n. What provision(s) have been made to minimize negative environmental and economic impacts?

NO NEGATIVE OR ECONOMIC IMPACTS NOTED.

- o. Does the proposed land use encroach upon flood hazard zones or airport approach zones?

NONE

- p. Are there any additional issues that should be addressed in this application?

NONE

15. Petitioner acknowledges that prior to approving any petition, a public hearing must be held in accordance with Section 600.15 of the Zoning Ordinance. At the public hearing the petitioner will be required to provide proof in the form of testimony and documents as to each of the matters listed in paragraph 14 of this petition.
16. Petitioner believes that the reasons set forth in this petition justify the granting of the conditional use permit.
17. Petitioner would show that the planned use of the property and the conditional use permit would be in harmony with the general purpose and intent of the land uses permitted in the use district where the property is located, and would not be injurious to the neighborhood or detrimental to the public welfare.
18. The required \$150.00 filing fee has been paid with the filing of this Petition.

Respectfully submitted,

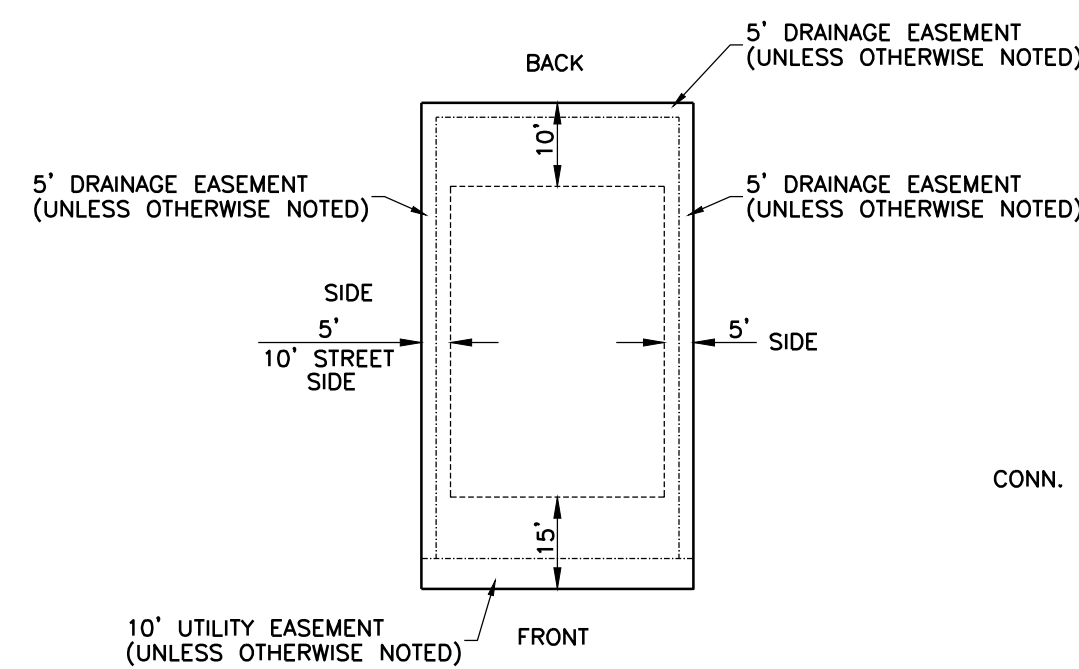
Brian J. Galtair
PETITIONER

4/22/24
DATE



NOTES:

1. THIS PARCEL OF LAND IS SITUATED IN FLOOD ZONE X, WHICH IS AN AREA DETERMINED TO BE OUTSIDE THE 500-YEAR FLOOD PLAIN, ACCORDING TO F.I.A. COMMUNITY PANEL NOS. 28089C0588 TO A.D. 28089C0588 F. MAJORS CO., MISS. DATED MARCH 17, 2010.
2. ALL RADIIUSES ARE MEASURED TO THE BACK OF CURB.
3. CONTRACTOR SHALL MAKE EVERY EFFORT TO KEEP EXISTING STREETS FREE AND CLEAN OF DEBRIS DURING CONSTRUCTION.
4. CONTRACTOR IS TO ALLOW THE CITY ENGINEER NO LESS THAN 24 HOURS PRIOR TO PROOFROLLING THE SUBGRADE WITH A LARGE MOTOR GRADER OR HEAVILY LOADED DUMP TRUCK (20 TONS MIN.).
5. REPRESENTATIVE FROM MASTER AND ASSOCIATES, INC. AND FROM THE CITY OF RIDGELAND SHALL BE PRESENT TO OVERSEE ANY UNDERCUTTING REQUIREMENTS IN THE ROADWAY.
6. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE SUBDIVISION REGULATIONS FOR THE CITY OF RIDGELAND, MISSISSIPPI.
7. CONTRACTOR SHALL CONTACT MISSISSIPPI ONE CALL SYSTEM TO LOCATE AND MARK ALL UNDERGROUND UTILITIES BEFORE ANY EXCAVATION IS PERFORMED ON SITE.
8. DOMESTIC WATER SERVICE, FIRE PROTECTION, AND SANITARY SEWER SERVICE WILL BE PROVIDED BY THE CITY OF RIDGELAND, MS. ALL UTILITY EASEMENTS SHALL BE OWNED BY THE CITY OF RIDGELAND, MS.
9. ELEVATIONS ARE BASED ON R.M. 266 FROM FEMA MAP NO. 28089C0320 D DATED APRIL 15, 1994, ELEV. = 329.93'
10. FOLLOWING ACCEPTANCE OF THE FINAL PLAT, STREETS SHALL BE OWNED AND MAINTAINED BY THE CITY OF RIDGELAND.
11. STORM WATER DETENTION FOR THIS DEVELOPMENT WILL BE PROVIDED BY THE PROPOSED DETENTION BASIN.
12. A LIGHTING PLAN WILL BE DESIGNED AND INSTALLED BY THE PROVIDER. A MINIMUM OF ONE(1) LIGHT SHALL BE PROVIDED FOR EACH EIGHT(8) LOTS AND AT EACH STREET INTERSECTION.



TYPICAL LOT DETAIL

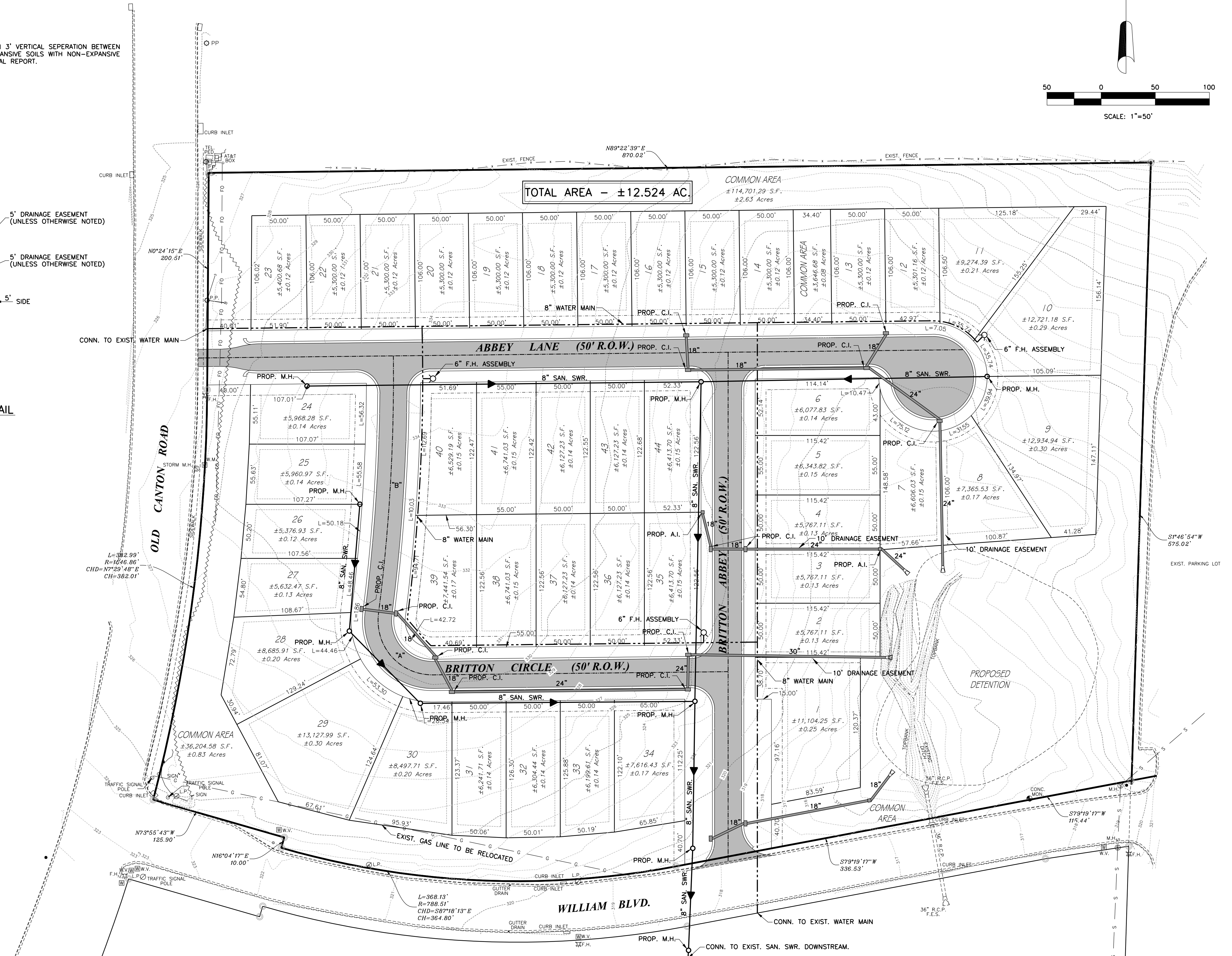
CENTERLINE CURVE DATA

"A"	"B"
$\Delta = 97^{\circ}54'26''$	$\Delta = 7^{\circ}57'58''$
$D = 114^{\circ}35'31''$	$D = 3^{\circ}20'00''$
$T = 57.42'$	$T = 119.69'$
$L = 85.44'$	$L = 238.98'$
$R = 50.00'$	$R = 1,718.86'$

OWNER:
SARTAIN ASSOCIATES, INC.
1 LAWS CROSSING
MADISON, MS 39110
PH. 601-720-0376



VICINITY MAP

[illegible]

Project No.	M-2872	Designed By	R.C.M.
Date	4-1-24	Drawn By	B.B.
Scale	SEE ABOVE	Checked By	R.C.M.

BRITTON'S ABBEY
SOUTHWEST 1/ 4 OF SECTION 33, T7N-R2E,
CITY OF RIDGELAND, MADISON CO., MS



M^cMASTER & ASSOCIATES, INC.
CIVIL ENGINEERS & LAND SURVEYORS

212 WATERFORD SQUARE
SUITE 300
MADISON, MS 39110
601.605.1090

NOT FOR
CONSTRUCTION

PRELIMINARY
PLAT

1

PREPARED BY:
Don A. McGraw, Jr. - MSBN 2621
Montgomery McGraw, PLLC
P. O. Box 1039
Canton, MS 39046
601-859-3616

RETURN TO:
Don A. McGraw, Jr.
Montgomery McGraw, PLLC
P. O. Box 1039
Canton, MS 39046
601-859-3616

INDEXING: SE 1/4 §32 and SW 1/4 §33, T7N, R2E, Ridgeland, Madison County, Mississippi.

STATE OF MISSISSIPPI
COUNTY OF MADISON

WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00) cash in hand paid and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned:

GRANTORS:
MAYA PROPERTIES, LLC, a Mississippi limited liability company
33 W. Andrews Drive NW
Atlanta, GA 30305
Phone: 404-218-8989

and

DOUBLE TREE PROPERTIES, LLC, a Mississippi limited liability company
745 Nottinghill and Drive
Oxford, MS 38655
Phone: 662-801-8229

do hereby sell, convey and warrant unto

GRANTEE:
SARTAIN ASSOCIATES, INC., a Mississippi corporation
1 Laws Crossing
Madison, MS 39110
Phone: 601-720-0376

Y
the following described land and property situated in Ridgeland, Madison County, Mississippi, to wit:

SEE EXHIBIT "A" ATTACHED HERETO

WARRANTY OF THIS CONVEYANCE is subject to the following exceptions, to wit:

1. City of Ridgeland and County of Madison, Mississippi, ad valorem taxes for the year 2021, which are liens, but are not yet due or payable which shall be pro rated to the date hereof.
2. City of Ridgeland, Mississippi, Zoning and Subdivision Regulations Ordinance, as amended.
3. Reservations, conveyances and/or leases of record in regard to the oil, gas and other minerals lying in, on and under the subject property.
4. Rights-of-way and easements for roads, power lines and other utilities and restrictive covenants of record.

WITNESS OUR SIGNATURE this the 8th day of July, 2021.

MAYA PROPERTIES, LLC
a Mississippi limited liability company

By: Caroline Wallace
Caroline Wallace, Manager

DOUBLE TREE PROPERTIES, LLC
a Mississippi limited liability company

By: see page 3 for signature

N.C.
STATE OF GEORGIA

COUNTY OF JACKSON

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the said county and state, on this 8 day of July, 2021, within my jurisdiction, the within named **Caroline Wallace**, who acknowledged that she is **Manager of Maya Properties, LLC, a Mississippi limited liability company**, and that for and on behalf of the said corporation, and as its act and deed she executed the above and foregoing instrument after first having been duly authorized by said corporation so to do.

Henry Thomas Mennecke
NOTARY PUBLIC

MY COMMISSION EXPIRES:

12-08-24

(SEAL)

Henry Thomas Mennecke
NOTARY PUBLIC
Transylvania County, NC
My Commission Expires 12-08-24

WITNESS OUR SIGNATURE this the 7th day of July, 2021.

DOUBLE TREE PROPERTIES, LLC
a Mississippi limited liability company

By: [Signature]
Jennifer Ford, Manager

STATE OF MISSISSIPPI
COUNTY OF Lafayette

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the said county and state, on this 7th day of July, 2021, within my jurisdiction, the within named **Jennifer Ford**, who acknowledged that she is **Manager of Double Tree Properties, LLC, a Mississippi limited liability company**, and that for and on behalf of the said corporation, and as its act and deed she executed the above and foregoing instrument after first having been duly authorized by said corporation so to do.

[Signature]
NOTARY PUBLIC

MY COMMISSION EXPIRES:

07/30/2024
(SEAL)



\\Mmc-dc01\MMCLAW\MMCOIDAMP\ACTIVE CASES\WD 2021\Maya Properties and Double Tree Properties to Sartin Associates Inc, Madison Co - WD
7.6.21 BW.wpd
File#2021-00448

Tract I:

A tract of land containing 16.860 acres situated in Sections 32 and 33, T7N-R2E, Ridgeland, Madison County, Mississippi and being more particularly described as follows:

Commence at the Northeast corner of the Southeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of said Section 33 and run South for a distance of 50.92 feet; thence South 89 degrees 33 minutes 10 seconds West for a distance of 1776.81 feet to the Southeast corner of and the Point of Beginning for the property herein described; continue thence South 89 degrees 33 minutes 10 seconds West for a distance of 1247.87 feet to the Eastern Right-of-Way Line of Old Canton Road; run along said Eastern Right-of-Way Line the following courses: North 27 degrees 14 minutes 57 seconds East for a distance of 466.70 feet; thence South 62 degrees 45 minutes 03 seconds East for a distance of 5.00 feet; thence North 27 degrees 14 minutes 57 seconds East for a distance of 66.19 feet to the beginning of a curve to the left; thence Northerly, counterclockwise along the arc of said curve for a distance of 258.81 feet to the Southern Right-of-Way Line of William Boulevard, said curve having a central angle of 09 degrees 40 minutes 49 seconds, a radius of 1531.86 feet and a chord bearing of North 22 degrees 24 minutes 32 seconds East for a distance of 258.51 feet; run along said Southern Right-of-Way Line the following courses: South 73 degrees 55 minutes 43 seconds East for a distance of 125.91 feet; thence North 16 degrees 04 minutes 17 seconds East for a distance of 10.00 feet; thence Easterly, counterclockwise along the arc of said curve for a distance of 346.13 feet to the point of tangency, said curve having a central angle of 26 degrees 44 minutes 55 seconds, a radius of 848.51 feet and a chord bearing of South 87 degrees 18 minutes 13 seconds East for a distance of 392.54 feet; thence North 79 degrees 19 minutes 17 seconds East for a distance of 336.53 feet to the beginning of a curve to the right; thence Easterly, clockwise along the arc of said curve for a distance of 77.92 feet, said curve having a central angle of 04 degrees 12 minutes 23 seconds, a radius of 1061.35 feet and a chord bearing of North 81 degrees 25 minutes 28 seconds East for a distance of 77.90 feet; leaving said Southern Right-of-Way Line of William Boulevard, run thence South 01 degrees 46 minutes 54 seconds West for a distance of 731.32 feet to the Point of Beginning.

EXHIBIT "A"

Tract II:

A fraction of the Southwest Quarter of Section 33, Township 7 North, Range 2 East, Madison County, Mississippi. This fraction contains 12.524 acres, more or less, and is described in more detail as follows:

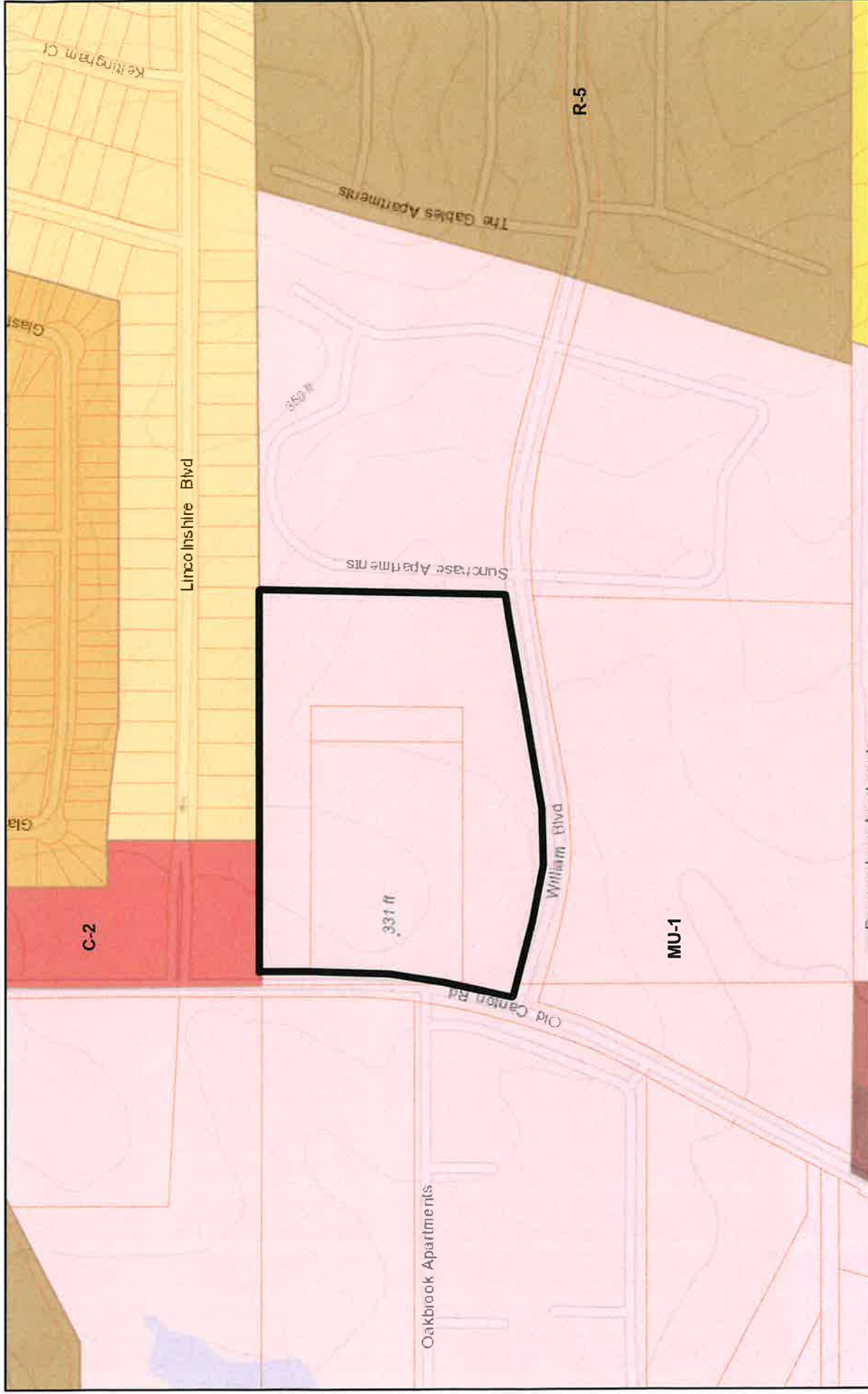
Starting at the Northeast Corner of the Southeast Quarter of the Southwest Quarter of said Section 33, run thence Due South a distance of 50.92 feet to a point; thence South $89^{\circ}33'10''$ West a distance of 1776.81 feet to a point; thence North $01^{\circ}46'54''$ East a distance of 791.91 feet to an iron pin set in concrete on the North right of way of William Boulevard marking the point of beginning of this description.

From this point of beginning, run thence South $79^{\circ}19'17''$ West along said right of way a distance of 91.02 feet to an iron pin set in concrete; thence South $79^{\circ}19'17''$ West along said right of way a distance of 336.53 feet to an iron pin set in concrete at the PC of a 788.51 foot radius right of way curve to the right; thence along said curve an arc distance of 368.13 feet, said curve having a chord bearing of North $87^{\circ}18'13''$ West and a chord distance of 364.80 feet, to an iron pin set in concrete; thence North $16^{\circ}04'17''$ East along said right of way a distance of 10.00 feet to an iron pin set in concrete; thence North $73^{\circ}55'43''$ West along said right of way a distance of 125.90 to a point at the PC of a 1546.86 foot radius curve to the left; thence along said curve and leaving said right of way an arc distance of 382.99 feet, said curve having a chord bearing of North $07^{\circ}29'48''$ East and a chord distance of 382.01 feet, to a point; thence North $00^{\circ}24'15''$ East a distance of 200.51 feet to a point; thence North $89^{\circ}22'39''$ East a distance of 870.02 feet to a found iron pin; thence South $01^{\circ}46'54''$ West a distance of 575.02 feet to the point of beginning.

Tract III:

Commencing at the Northwest corner of the Southwest quarter of Section 33, Township 7 North, Range 2 East, Madison County, Mississippi, run thence South 88 degrees 18 minutes East for a distance of 29.7 feet to the East right-of-way line of the Old Canton Road, as said road is now (march 1978) laid out and established, run thence South along the East right-of-way of Old Canton Road a distance of 110 feet, turn thence left and run South 88 degrees 18 Minutes East for a distance of 520 feet to the point of beginning; continue thence South 88 degrees 18 minutes East for a distance of 80 feet to a point; run thence South 1 degree 17 minutes West for a distance of 350 feet to a point; run thence North 88 degrees 18 minutes West for a distance of 80 feet ; turn thence right and run North 1 degree 17 minutes West for a distance of 350 feet to the point of beginning, said parcel containing some 28,000 square feet, more or less.

ArcGIS Web Map



WHEN RECORDED RETURN TO:

Sartain Associates Inc.
1 Laws Crossing
Madison Ms.

Indexing Instructions: Lots 1 through 44, all common areas, and all other property shown on that certain plat of subdivision for Britton's Abbey recorded in Map Book ____, at Page ____ of the Office of the Chancery Clerk of Madison County, Mississippi.

Sartain Associates, Inc.
1 Laws Crossing
Madison, MS 39110
Residential Phone No.: NA
Business Phone No.: (601) 720-0376

DECLARATION OF CONDITIONS, COVENANTS AND RESTRICTIONS

OF

BRITTON'S ABBEY SUBDIVISION

THIS DECLARATION OF CONDITIONS, COVENANTS AND RESTRICTIONS (this "Declaration") is made this ____ day of _____, ____, by Sartain Associates, Inc., a Mississippi corporation ("Declarant", as further defined below).

WITNESSETH:

WHEREAS, on _____, 20____ Declarant recorded in Map Book ____, Page ____ of the Office of the Chancery Clerk of Mississippi County, Mississippi, a subdivision plat for Britton's Abbey Subdivision ("Plat of Subdivision", as further defined below) pertaining to certain real property owned by Declarant in Madison County, Mississippi, as more specifically described on Exhibit "A" hereto.

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

ARTICLE ONE **GENERAL PROVISIONS**

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

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

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

- (a) [Intentionally Deleted]
- (b) "Architectural Review Committee" means the Architectural Review Committee as established by the Board of Directors in accordance with the Bylaws.
- (c) "Articles of Incorporation" means the Articles of Incorporation of Britton's Abbey Owners Association, Inc., a Mississippi non-profit corporation, as recorded in the records of the Office of the Secretary of State of Mississippi, as the same may hereafter be amended, altered or repealed from time to time.
- (d) "Association" means Britton's Abbey Owners Association, Inc., a Mississippi non-profit corporation.

- (e) “Board” or “Board of Directors” means the Board of Directors of the Association, established in accordance with the Articles of Incorporation and Bylaws of the Association.
- (f) “Builder means any commercial home builder or contractor who owns one or more Lots in the Subdivision and is in the business of constructing residential structures to sell to owner-occupants.
- (g) “Bylaws” means the Bylaws of the Association, as the same may hereafter be amended, altered or repealed from time to time.
- (h) “Common Area” means all real property within the Subdivision which is owned or leased by the Association or dedicated for use or maintenance by the Association or its members, regardless of whether title has been conveyed to the Association.
- (i) “Community Property” means all of the Lots and the Common Area, collectively.
- (j) “Declarant” means Sartain Associates, Inc., a Mississippi corporation, its successors and assigns which expressly are assigned and assume the Declarant’s rights as “Declarant” hereunder.
- (k) “Developer” means the Declarant and each person who is a successor in title from Declarant, with respect to any lot except the Association, and with the Declarant’s permission is engaged in the business of the development, improvement and sale of any lot, including the construction and/or sale of a dwelling and related improvements or appurtenances on any lot.
- (l) “House” or “Home” means any single family dwelling unit situated upon a Lot.
- (m) “Lot” means each and every numbered lot shown on the Plat of Subdivision.
- (n) “Member” means every person or entity who is a member of the Association.
- (o) “Mortgagee” means a holder or beneficiary of any mortgage, deed of trust, deed with vendor’s lien reserved, or any other form of instrument used for the purpose of encumbering or conveying real property as security for payment or satisfaction of any obligation.
- (p) “Owner” means the record owner, whether one or more persons or entities, of a fee simple title to any Lot, including contract sellers, but excluding mortgagees, lien holders, lessees, tenants, and those having such interests solely as security for the performance of an obligation.
- (q) “Person” means any individual, corporation, trust, partnership, joint venture, limited liability company or other entity.

- (r) "Plat of Subdivision" has the meaning ascribed to such term hereinabove.
- (s) "Subdivision" means Britton's Abbey, a subdivision as shown on the Plat of Subdivision.
- (t) "Turnover" means the earlier to occur of (i) Declarant relinquishing control of the Association in a written instrument recorded in the real property records of Madison County, Mississippi, (ii) three (3) months after one hundred percent (100%) of the lots in the Subdivision have been conveyed to persons other than Declarant or Declarant's successors or assigns, or (iii) December 31, 2025, provided, however, that in the event of a conflict between Mississippi law and the foregoing, the applicable Mississippi law shall control.

ARTICLE TWO **COMMON AREA**

2.01 Common Area. The Association, subject to the rights of the Owners set forth in this Declaration, the Articles of Incorporation and the Bylaws, shall be responsible for the exclusive maintenance, management, and control of the Common Area and all improvements thereon, and shall keep the Common Area in good, clean, attractive, and sanitary condition, order, and repair pursuant to the terms and conditions of this Declaration. The Association has the right to restrict the use and govern the operation of the Common Area by promulgating reasonable rules and regulations, including with respect to any Common Area facilities, the right to charge reasonable one-time or monthly fees for the use thereof by the Owners as the Association deems necessary or appropriate. Rules and regulations may be established by the Association to regulate the use of the Common Area.

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

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

2.04 [Intentionally Deleted]

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

yard lighting provided that such lighting is constructed in accordance with the terms and conditions hereof.

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

2.07 Condemnation. In the event of a taking by eminent domain of any portion of the Common Area on which improvements have been constructed, the Association shall restore or replace such improvements so taken on the remaining Common Area, unless within sixty (60) days after such taking, an alternative plan is approved by at least seventy-five percent (75%) of the voting interests of the Members. The provisions of this Declaration applicable to replacement or restoration of damaged improvements on the Common Area shall also apply to and govern the actions to be taken in the event that the improvements are not restored or replaced after a condemnation.

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

ARTICLE THREE

ASSOCIATION MEMBERSHIP AND VOTING RIGHTS

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

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

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

ARTICLE FOUR
COVENANT FOR MAINTENANCE ASSESSMENTS

4.01 Personal Obligation of Assessments. Declarant, for each Lot, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, (2) special assessments, and (3) any individual assessments, fines or charges charged against the Lot or Owner, as such assessments are hereinafter established and shall be collected as hereinafter provided (singularly, an "Assessment" and collectively, the "Assessments"), as such Assessments are hereinafter established and shall be collected as hereinafter provided. The annual, special, and individual assessments, together with interest, costs, an administrative late fee not to exceed the greater of twenty-five and no/100 dollars (\$25.00) or five percent (5%) of the amount of each installment that is past due, and reasonable attorneys' fees, shall be a charge on the Lot and shall be a continuing lien upon the property against which each such Assessment is made effective from and relating back to the date on which this Declaration was recorded. Any payment received and accepted by the Association shall be applied first to any interest accrued, then to any administrative late fee, then to any costs and reasonable attorney's fees, and then to the delinquent Assessments. Each such Assessment, together with interest, costs, the administrative late fee and reasonable attorneys' fees, shall also be the personal obligation of the person who was the Owner of such Lot at the time when the Assessment fell due. The personal obligation for delinquent Assessments shall pass to successors in title.

4.02 Purpose of Assessments. The Assessments levied by the Association shall be used to provide for the operation of the Association and the management, care and maintenance of the Common Area and any improvements constructed thereon, including provision for appropriate insurance against casualty and liability. At the Board's discretion, the Association may establish and maintain a reserve fund with such sums as the Board determines in good faith are necessary and adequate for the periodic maintenance, repair, and replacement of improvements to the Common Area (the "Reserve Account").

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

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

upon the Common Area and any entrance wall or signage, including fixtures and personal property related thereto.

4.05 Date of Commencement of Annual Assessments and Due Dates. The Assessments provided for herein shall only be assessed against Lots upon which a House has been constructed, and will commence as to a particular Lot upon conveyance of the Lot to any Owner who is not the Declarant or a Builder. The first annual Assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual Assessment against each Lot at least thirty (30) days in advance of each annual Assessment period. Written notice of the annual Assessment shall be sent to every Owner subject thereto. The Board of Directors shall determine if annual and special Assessments will be collected annually, quarterly or at some other interval and shall set due dates for Assessment payments. If the Board of Directors does not fix an annual Assessment in advance of any annual Assessment period, the annual Assessment for the period will be the same as for the prior period until the Board fixes a new annual Assessment amount.

4.06 Assessment Shares. Each Member shall be responsible for a portion of any annual or special Assessments levied against the Members equal to a fraction calculated in accordance with the following: the numerator of such fraction shall be the number of Lots owned by such Member and the denominator of which shall be the total number of Lots in the Subdivision at the time such Assessment is levied. The quotient of such fraction shall be multiplied by the total sum of the applicable Assessment, and the resulting figure shall be the portion of such Assessment that is owed by the applicable Member.

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

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

Assessment Lien in the manner provided for the foreclosure and sale under a mortgage and deed of trust pursuant to Mississippi law. Each Owner hereby expressly grants to the Association a power of sale in connection with the Assessment Lien. The Association, including its agents, successors, assigns, attorneys in fact or other legal representatives, shall have the power to appoint a trustee or substitute trustee to perform the sale, and the Association shall have the right to bid at any foreclosure sale and to acquire and hold, lease, encumber, and convey the same. At any such public sale, the appointed trustee may execute and deliver to the purchaser a conveyance of the property in fee simple. No Owner may waive or otherwise escape liability for the Assessments by non-use of the Common Area or abandonment of said Owner's Lot. The Board of Directors may also suspend the use rights of any Owner of the Common Area in the event of a failure to pay any Assessment within thirty (30) days of the applicable due date. Furthermore, and without limiting any rights of the Association hereunder, the Association shall have the right to transfer, assign and convey to any third party any debt associated with any unpaid Assessments and the Assessment Lien that is associated therewith.

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

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

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

ARTICLE FIVE

MAINTENANCE AND REPAIR

5.01 Maintenance. The Association shall provide maintenance of the Common Area. In addition, the Association shall have the right, but not the obligation, to maintain other property

not owned by the Association, whether within or without the Subdivision and to enter into easement and covenant to share costs agreements regarding such property where the Board has determined that such action would benefit the Owners. Without limiting the foregoing, the Association shall have a reasonable right of entry upon any Lot to make emergency repairs and to do other work reasonably necessary for the proper maintenance and operation of the Common Area and to carry out its rights and duties set forth in this Declaration. Each Owner shall maintain his or her respective Lot and shall also maintain and repair, at such Owner's sole cost and expense, said Owner's House, patio and yard area keeping the same in good condition and making all structural repairs and maintenance, external and internal, as may be required from time to time, including, but not limited to maintenance and repairs of any enclosed patio area, screens and screen doors, exterior door and window fixtures, glass, and other hardware. Each Owner shall also be responsible for the maintenance and repair of any fence or fences erected on such Owner's Lot and gates appurtenant thereto.

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

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

ARTICLE SIX **ARCHITECTURAL CONTROL**

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

establish additional written design guidelines for the Subdivision, and a copy of any such guidelines then in effect shall be made available to any Member requesting a copy of same from the Association.

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

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

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

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

ARTICLE SEVEN

USE RESTRICTIONS

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

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

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

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

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

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

- (a) Any House shall contain a minimum of one thousand eight hundred (1,800) square feet of heated and cooled living space.
- (b) No House may exceed three (3) habitable stories above grade.
- (c) All sidewalks shall be constructed along the street right-of-way of each Lot in accordance with a uniform plan established by the Declarant. Accordingly, each site Plan submitted to the Architectural Review Committee shall show the location and material to be used for construction of the sidewalk, all as required and approved by the Architectural Review Committee. Each Owner shall construct or cause to be constructed on his or her Lot the approved sidewalk upon completion of the House on his or her Lot and before occupancy thereof. It shall be each Owner’s responsibility to maintain any portion of a sidewalk situated on the Owner’s Lot so that such sidewalk remains in an attractive, well-kept condition.

- (d) The residential structure may contain a garage or carport; provided however, that no garage or carport may have a screen located in the vehicular-entryway or a flat roof, and any such garage or carport shall be in conformity with the general architecture of the primary residential building or structure. Without limiting the foregoing, the roof shingles of any such garage or carport must match the roof shingles of the House.
- (e) No window air-conditioning units shall be permitted on the front or sides of any residence so as to be visible from the front line of such Lot.
- (f) Underground electrical distribution facilities are required and no overhead electrical or similar wiring or lines shall be permitted.
- (g) All outside radio and T.V. antennas (including satellite dishes and other signal receiving/transmitting equipment) shall be installed in such a way as to minimize visibility from the front of the Lot and shall be placed on the back or side of any roof.
- (h) Driveways must be made of concrete. In no event may any driveway be painted, scored or otherwise colored. Any driveway extension must be approved by the Architectural Review Committee and any such extension shall not impede any utility easement.
- (i) Fences constructed or erected on any Lot shall be of wood construction. Each fence must be a picket fence design, privacy fence design or shadowbox fence design. No fence shall exceed six feet in height. The application of paint or stain to a fence resulting in any solid color appearance is strictly prohibited, provided, however, that clear stain or waterproof coating may be applied to fences to maintain the natural wood appearance. Walls or other designs are not permissible. No fence shall be constructed from the front property line to 20 feet behind the corner of the house nearest front property line. No fence upon any residential Lot shall be constructed over or within the boundaries of any dedicated easement in the Subdivision. Any portion of a fence which faces a street, alley, or Common Area shall have a finished side appearance facing said street, alley, or Common Area. Notwithstanding anything contained in this paragraph to the contrary, any fence located on a Lot that faces or abuts a pond or lake must be constructed of metal and measure four feet (4') in height. It shall be the Owner's responsibility to maintain any landscaping or fences situated on a Lot so that such improvements remain in an attractive, well-kept condition.
- (j) No outside clothes lines shall be permitted.
- (k) Following construction of a Home on a Lot, existing drainage shall not be altered in any manner, and specifically shall not be altered in such a manner as to divert the flow of water onto an adjacent Lot.

- (l) Any roof constructed over any structure on any Lot must shall be covered by roofing material approved by the Architectural Review Committee.
- (m) Roof ventilation may be accomplished with power ventilators, ridge vents, copper dormer vents or turbine vents (black or brown in color).
- (n) Only metal flashing that is brown or black in color shall be visible.
- (o) No plastic or vinyl gutters shall be permitted.
- (p) No metal hardie or vinyl shall be used as fascia or soffit material.
- (q) Home exteriors may be brick, painted brick, stucco with accents of cedar or hardplank siding, or a combination of two or more of these materials. No metal, vinyl or Masonite siding may used.
- (r) Brick to be incorporated into any Home shall be approved by the Architectural Review Committee.
- (s) Exterior color of any Home shall be approved by the Architectural Review Committee.
- (t) Windows installed within any Home shall vinyl, vinyl clad, aluminum or wood clad.
- (u) Shutters shall be wood board and batten, raised panel or louvered. No vinyl or masonite may be used.
- (v) Driveways and sidewalks upon any Lot shall be broom finished concrete.
- (w) Front doors shall be wood, metal or fiberglass.
- (x) All garbage receptacles shall be stored so as to not be visible from the front of the Home.
- (y) The design and materials of mailboxes shall be approved by the Architectural Review Committee.
- (z) Landscaping of the Lot, including the laying of sod, shall be completed prior to occupancy.

(aa) Interior Elements required.....

Floors

Trim

Appliances

Countertops

7.06 Animals. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any Lot except that dogs, cats, and other household pets may be kept subject to the rules and regulations adopted by the Association, provided that they are not kept, bred, or maintained for any commercial purpose. Pets must be kept leashed and/or under control at all times. Notwithstanding the foregoing, the restrictions in this Section 7.06 shall not apply to any service animals, support animals, and any other animals permissible under the Americans with Disabilities Act.

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

7.08 Accessory Structures. Except as otherwise provided for herein, no patio cover, building or storage unit of any kind shall be erected, placed or set on any Lot unless such structure is attached to the House erected on the same Lot and the architecture and character of such structure matches that of said House. Notwithstanding the foregoing, one (1) accessory building may be erected, placed or set on any Lot if such structure is: (a) no more than twelve (12) feet by sixteen (16) feet in size; (b) no more than nine (9) feet in height; (c) located upon the back yard of such Lot; (d) enclosed on all sides by a wooden fence of at least six (6) feet in height; (e) of the same architecture and character of the House located on such Lot; and (f) approved by the Architectural Review Committee. Without limiting the foregoing, the roof shingles of the accessory building and the House must match.

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

7.10 Vehicles.

- (a) No inoperative cars, trucks or other types of vehicles shall be allowed to remain either on or adjacent to any Lot; provided, however, this provision shall not apply to any such vehicle being kept in an enclosed garage.
- (b) No trucks larger than a one-ton pickup shall be parked in the Subdivision, except those reasonably necessary to complete approved improvements.
- (c) Recreational vehicles, campers and semi-trucks shall not be parked or stored on any Lot. Boats and utility trailers may only be (1) parked in garages, (2) parked in basements, or (3) stored behind a privacy fence of no less than six (6) feet in height; provided, however, if an Owner elects to store a boat or utility trailer on his or her Lot in accordance with subsection 7.10(c)(3), then no more than one (1) boat or utility trailer may be stored on such Lot.

- (d) Parking in yards, on sidewalks and in front of private driveways is strictly prohibited
- (e) There shall be no major repair performed on any motor vehicle on or adjacent to any Lot unless performed inside an enclosed garage.
- (f) No noxiously loud or dangerous vehicles shall be allowed to be operated on any Lot, including, without limitation, all terrain vehicles (aka ATVs).

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

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

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

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

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

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

7.17 No Hanging of Items. No clothes, sheets, blankets, towels, laundry of any kind or other articles shall be hung out or exposed on any balconies, patios, or railings. Notwithstanding the foregoing, (a) in the event the Association purchases any flags or other decorative items, each Owner shall hang any such flag or other decorative item from the exterior of such Owner's Home at the location, in the manner and at such times as shall be required by the Association in the Association's sole and absolute discretion, and (b) each Owner may exhibit or display on such Owner's Lot a current flag of the United States on a pole that does not extend beyond the highest point on the roof of such Owner's Home.

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

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

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

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

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

7.23 Swimming Pools. No swimming pools shall be constructed, altered or maintained upon any Lot without the prior written approval of the Architectural Review Committee in accordance with Article Six hereof. Notwithstanding the foregoing, any such swimming pool must also be constructed, equipped, and maintained in accordance with the laws, ordinances, regulations, rules and standards of any city, county, and/or state authorities having jurisdiction over the Subdivision. Any Owner who desires to construct a swimming pool on such Owner's Lot shall also, prior to completion of such swimming pool, construct a fence around such swimming pool, which fence must also be approved by the Architectural Review Committee in accordance with Article Six hereof. Notwithstanding anything contained herein to the contrary, (a) above-ground pools are expressly prohibited, and (b) pools may not be screened.

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

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

7.26 Holiday Displays. Notwithstanding anything to the contrary in this Declaration, including but not limited to those certain restrictions set forth in Section 7.13, holiday lighting and holiday decorations shall be permitted to be placed, installed, located, and/or erected upon the exterior portion of the Home or Owner's Lot beginning no earlier than thirty (30) days before a holiday, and shall be removed in their entirety no later than fourteen (14) days following such holiday. In no way limiting the foregoing, the Architectural Review Committee and/or the Association may establish additional standards and/or rules and regulations regarding holiday lights and/or decorations. The Association may require the removal of any holiday lighting and/or decoration that creates a nuisance, which includes but is not limited to, spillover to adjacent Lots, excessive noise, light shining directly onto adjacent Homes, and/or the cause of excessive vehicular traffic within the Subdivision.

7.27 Solar Panels and Collectors. No solar panels and/or solar collectors (as applicable, "Solar Equipment") may be placed on a Home without prior written approval from the Architectural Review Committee; provided, however, that if such approval is granted by the Architectural Review Committee, such solar equipment must be located on the rear elevations of the Home. Notwithstanding the foregoing, if a Home's rear elevation is in the line of sight of any lake, pond or Common Area, and such line of sight is unobstructed in the opinion of the Architectural Review Committee, then the Architectural Review Committee may prohibit the installation of Solar Equipment on such Home. The Architectural Review Committee shall have the right to grant variances if needed to comply with any future changes to applicable laws.

7.28 Rules and Regulations. The Association may, from time to time, establish additional written use guidelines for the Subdivision, and a copy of any such guidelines then in effect shall be made available to any Owner requesting a copy of same from the Association.

ARTICLE EIGHT
ADDITIONAL RESTRICTIONS

- 8.01 Leasing. . 1. *All dwellings and residences constructed and/or located on the property subject to these protective covenants shall be for owner occupancy, except as specifically permitted herein. Further, except as specifically permitted herein, the lease or rental of a dwelling or residence for any purposes, whether verbal or in writing, is expressly prohibited under these protective covenants. The only circumstance or situation in which a lease or rental shall be permitted is when the dwelling or residence is of new construction and in which either:*
- i. A period of at least (1) year has elapsed from and after the building permit for that particular dwelling has been issued, or;*
 - ii. A period of at least six (6) months has elapsed from and after the final inspection by the appropriate public building inspector has occurred, and the certificate of occupancy has been issued, whichever period of time is longer.*
2. *The above rental provisions are for the original builder/owner that obtained the original building permit. With any other owner the wait period is double the above noted wait periods, therefore being two (2) years after the building permit has been issued and/or one (1) year after the new owner purchases the property whichever period of time is longer.*
3. *Any permitted lease or rental agreement shall be for a period of time not less than (1) year, and fully executed, complete and legible copy of any such lease or rental agreement shall be provided to the home owner's association. No dwellings or residences shall be sold, assigned, rented or leased under any time sharing, time interval, or right to use programs or investments. .*

Notwithstanding the foregoing, this Section shall not apply with respect to any Lot where the provisions of this Section are otherwise prohibited by law.

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

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

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

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

ARTICLE NINE
ENFORCEMENT; DURATION; AMENDMENT

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

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

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

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

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

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

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

ARTICLE TEN

RESERVED DECLARANT RIGHTS

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

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

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

10.02 [Intentionally Deleted]

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

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

10.05 Consent of D.R. Horton to Certain Matters. Declarant may not exercise any rights reserved in this Article Ten, or take any action or grant any approval as Declarant under this Declaration (other than any other approval given in the ordinary course as an Owner and not as Declarant) without obtaining the prior written consent of D.R. Horton, Inc. – Birmingham (“DHI”).

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

ARTICLE ELEVEN **INSURANCE; CASUALTY**

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

expense of all insurance coverage obtained by the Association in accordance with this Section shall be a Common Expense.

11.02 Individual Insurance. By virtue of taking title to a Lot subject to the terms of this Declaration, each Owner acknowledges that the Association has no obligation to provide any insurance for any portion of individual Lots and each Owner covenants and agrees with all other Owners and with the Association that each Owner shall carry all-risk casualty insurance on the Lot and all structures constructed thereon and a liability policy covering damage or injury occurring on a Lot. The casualty insurance shall cover loss or damage by fire and other hazards commonly insured under an all-risk policy, if reasonably available and shall be in an amount sufficient to cover the full replacement cost of any repair or reconstruction in the event of damage or destruction from any such hazard. The policies required hereunder shall be in effect at all times.

11.03 Damage and Destruction – Insured by Association. Not later than ninety (90) days after damage or destruction by fire or other casualty to any portion of any improvement covered by insurance written in the name of the Association, the Board or its duly authorized agent shall proceed with the filing and adjustment of all claims arising under such insurance and obtain reliable and detailed estimates of the cost of repair or reconstruction of the damaged or destroyed property. Repair or reconstruction, as used in this Section, means repairing or restoring the property to substantially the same condition and location that existed prior to the fire or other casualty, allowing for any changes or improvements necessitated by changes in applicable building codes. Any damage or destruction to property covered by insurance written in the name of the Association shall be repaired or reconstructed unless, within 120 days after the casualty, a proposal not to repair or reconstruct such property is approved by at least seventy-five percent (75%) of the voting interests of the Members. If for any reason either the amount of the insurance proceeds to be paid as a result of such damage or destruction, or reliable and detailed estimates of the cost of repair or reconstruction, or both, are not made available to the Association within such period, then the period shall be extended until such information shall be made available; provided, however, such extension shall not exceed one hundred eighty (180) days. If the damage or destruction for which the insurance proceeds are paid is to be repaired or reconstructed and such proceeds are not sufficient to defray the cost thereof, the Board of Directors shall, without the necessity of a vote of the Members, levy a special Assessment against the Owner of each Lot. Additional Assessments may be made in like manner, as necessary, at any time during or following the completion of any repair or reconstruction. If the funds available from insurance exceed the costs of repair or reconstruction or if the improvements are not repaired or reconstructed, such excess shall be deposited to the benefit of the Association. In the event that it should be determined by the Association in the manner described above that the damage or destruction shall not be repaired or reconstructed and no alternative improvements are authorized, the property shall thereafter be maintained by the Association in a neat and attractive condition.

11.04 Damage and Destruction – Insured by Owners. The damage or destruction by fire or other casualty to all or any portion of any improvement on a Lot shall be repaired by the Owner thereof within ninety (90) days after such damage or destruction or, where repairs cannot be completed within ninety (90) days, they shall be commenced within such period and shall be completed within a reasonable time thereafter. Alternatively, the Owner may elect to demolish all

improvements on the Lot and remove all debris therefrom within ninety (90) days after such damage or destruction.

ARTICLE TWELVE **MISCELLANEOUS**

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

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

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

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

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

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

12.07 Notice. All notices required or desired under this Declaration to be sent to the Association shall be sent certified mail, return receipt requested, by hand delivery or by a recognized overnight courier who maintains verification of delivery, to the Secretary of the Association, at such address as the Association may designate from time to time by notice in writing to all Owners. All notices to any Owner shall be delivered by hand delivery, by a

recognized overnight courier who maintains verification of delivery in person, or sent by first (1st) class mail to the address of such Owner's Lot, or to such other address as he may have designated from time to time, in a writing duly received, to the Association.

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

[Remainder of Page Intentionally Left Blank]

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

DECLARANT:

Sartain Associates, Inc., a Mississippi corporation

By: _____

Name: _____

As Its: _____

STATE OF MISSISSIPPI :

COUNTY OF _____:

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

{SEAL}

NOTARY PUBLIC

My Commission Expires: _____

DEED OF TRUST BENEFICIARY'S CONSENT AND SUBORDINATION

Merchants and Planters Bank ("Lender"), the beneficiary under those certain deeds of trust executed by Sartain Associates, Inc., a Mississippi corporation, recorded as Instrument Number 987283 and Instrument Number 963231, each in the Office of the Chancery Clerk of Madison County, Mississippi (collectively, the "Deed of Trust"), does hereby consent to the recording of this Declaration of Conditions, Covenants and Restrictions ("Declaration"). Furthermore, Lender does hereby subordinate in all respects its interest in and to the property described in the Deed of Trust to this Declaration; provided, however, that the lien of the Association for assessments under the Declaration shall be subordinate to the lien of Lender under the Deed of Trust, as provided in Section 4.10 of the Declaration. Lender does hereby acknowledge and agree that this Declaration shall be given priority over the Deed of Trust, and shall be unaffected by any default, foreclosure or exercise of any other remedy under the Deed of Trust, the same as if this Declaration were executed, delivered and recorded prior to the execution and recording of the Deed of Trust.

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

Merchants and Planters Bank

By: _____
Name: _____
As Its: _____

STATE OF _____
COUNTY OF _____

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

Notary Public
My Commission Expires:

EXHIBIT "A"
DESCRIPTION OF THE SUBDIVISION PROPERTY

Lots 1 through 44, all common areas and all other property within the Britton's Abbey Subdivision as shown on the plat recorded in Map Book _____, Page _____ in the Office of the Chancery Clerk of Madison County, Mississippi.

**MINUTES OF THE SPECIALL CALLED MEETING
OF THE ZONING BOARD
OF THE CITY OF RIDGELAND, MISSISSIPPI**

A special called meeting of the Zoning Board of the City of Ridgeland, Mississippi (the "Board") was duly called, held, and conducted on Monday, July 8, 2024, at 6:00 o'clock p.m. in the Ridgeland City Hall in the City of Ridgeland, Madison County, Mississippi.

The following members were present, to-wit:

David Dunbar
Don Roberts
Bernie Giessner
Drew Malone
Michelle Caballero
Judy Rice
Theresa Kennedy
Kim Lovato

Absent:

Also present:

Jerry L. Mills, Attorney
Jordan Lohman, City of Ridgeland

* * * * *

Chairman Bernie Giessner called the meeting to order. Roll was called and it was announced that a majority of the voting members of the Board were present, and that said number constituted a quorum to conduct business.

Bernie Giessner led the Pledge of Allegiance and Drew Malone opened the meeting with prayer.

All members of the Board present acknowledged receipt of the agenda and the agenda was as follows:

1. Call to Order/Invocation.

2. Adoption of Minutes.
3. Public Hearing for Petition and Application for Conditional Use for **Sartain Associates, Inc.** – *Petitioner*

Property Address/Description:

Northeast corner of Old Canton Rd & William Blvd. (+/- 12.52 acres)

Tax Parcel No:

072H-33C-100/03.00

072H-33C-100/05.00

072H-33C-100/06.00

(May 23, 2024)

4. Old Business/New Business.
5. Adjourn

The Board considered the Minutes of the June 6, 2024, meeting. Mr. Malone moved to approve the minutes as written. The motion was seconded by Ms. Caballero and approved unanimously.

**Public Hearing for Petition and Application for
Conditional Use for Sartain Associates, Inc.**

Mr. Bernie Giessner opened the Public Hearing on the Petition and Application for Conditional Use Permit for Sartain Associates, Inc. for property located at the corner of Old Canton Road and William Boulevard in the City of Ridgeland. The subject property is presently zoned MU-1. Brian Sartain appeared and spoke on behalf of the Petition confirming notice was sent. Petitioner was previously granted a conditional use for the subject property in December 2021, but stopped development due to the economy. The previous conditional use was for an age restricted development. Petitioner is now requesting a conditional use for the subject property to allow a development containing detached single family residential as per R-4 zero lot line district containing 44 lots with 40 foot buffer. The only change from the conditional use previously granted is the now proposed development will not be age restricted. Lot minimum will be 5,000 sq. ft. width of 50-55 ft. and 1,800 sq. ft. minimum dwelling. Petitioner revised covenants. A dimensional variance was previously granted in 2021 for 15' front and rear setbacks and 5' setbacks on each side.

Ms. Caballero questioned Petitioner regarding restrictions on solar panels.

There was next discussion regarding covenants. Petitioner stated covenants will renew perpetually without a vote. Ms. Caballero asked if there will be special assessments. Mr. Mills

questioned when does HOA govern as opposed to voter? It was pointed out that Section 7.11 refers to Madison County codes which should be corrected. Mr. Dunbar stated the development should be subject to Development Agreement and reviewed by Alan and Jordan.

Opposition was given an opportunity to respond, but there was no opposition present.

Chairman Bernie Giessner closed the Public Hearing and called for a vote on the Petition. Ms. Caballero made a motion to deny the conditional use. The motion died for lack of a second.

Next, Mr. Dunbar stated subject to the condition of Petitioner to enter into a Development Agreement acceptable and approved by the Mayor and Board of Aldermen he would make a motion to recommend to the Mayor and Board of Aldermen that they approve the conditional use to allow detached single family residential development containing 44 lots with 40 foot buffer, lot minimum of 5,000 sq. ft. width of 50-55 ft. and 1,800 sq. ft. minimum dwelling on the subject property in the MU-1 Mixed-Use District. The motion was seconded by Mr. Roberts, the Board voted 5-2 to recommend to the Mayor and Board of Aldermen that they approve the conditional use with Mr. Dunbar's stated condition. Mr. Malone and Ms. Caballero voted Nay.

OLD BUSINESS

None.

NEW BUSINESS

None.

There was no further business to be presented.

ADJOURN

Mr. Malone moved that the meeting be adjourned. The motion was seconded by Mr. Dunbar and approved unanimously.

WITNESS OUR HANDS, this the _____ day of _____, 2024.

BERNIE GIESSNER, Chairman

MICHELLE CABALLERO, Vice Chairman/Secretary

**ORDINANCE OF THE MAYOR AND BOARD OF ALDERMEN OF
THE CITY OF RIDGELAND, MADISON COUNTY, MISSISSIPPI
APPROVING AND GRANTING A CONDITIONAL USE PERMIT FOR
PROPERTY LOCATED AT THE NORTHEAST CORNER OF
OLD CANTON ROAD AND WILLIAM BOULEVARD
(PARCEL NOS. 072H-33C-100/03.00, 072H-33C-100/05.00, and 072H-33C-100/06.00)
CITY OF RIDGELAND, MADISON COUNTY, MISSISSIPPI**

WHEREAS, Sartain Associates, Inc. (the "Petitioner"), did file a Petition and Application for a Conditional Use Permit as permitted by Section 600.09 for the property described herein, which property is located in a MU-1 Mixed Use District Classification under the City of Ridgeland Zoning Regulations Ordinance of February 2014, (the "Petition"); and,

WHEREAS, the Mayor and Board of Aldermen referred the Petition to the Zoning Board of the City of Ridgeland (the "Zoning "Board") which Board scheduled a hearing on said Petition for May 23, 2024, at 6:00 o'clock p.m.. Due to a lack of a quorum of the Zoning Board at the May 23, 2024 meeting, the public hearing was rescheduled to a special called meeting to be held on July 8, 2024, at 6:00 o'clock p.m.; and,

WHEREAS, the City Clerk did cause notice of the May 23, 2024, hearing and the July 8, 2024, hearing to be published in the Madison County Journal, a newspaper published in the City of Ridgeland, Madison County, Mississippi, in the manner and for the time required by law, and the Zoning Administrator did post notice of same upon the affected property in the manner and for the time required by law; and,

WHEREAS, the Zoning Board of the City of Ridgeland, Mississippi, did conduct a full and complete hearing on the Petition at the July 8, 2024 meeting, and received comments and heard evidence presented by the Petitioner and thereafter forwarded its recommendation thereon to the Mayor and Board of Aldermen; and,

WHEREAS, the Mayor and Board of Aldermen are familiar with the property and existing land uses within the City of Ridgeland and in the area of the City where the property is located, and in acting on this Ordinance, have duly considered the matters and facts within their personal knowledge as same affect the land uses requested in the Petition; and,

WHEREAS, the Mayor asked whether the Board of Aldermen desired to take any action regarding the Petition and the recommendation of the Zoning Board, and after discussion thereof, Alderman _____ offered the following Ordinance and moved that it be adopted, to-wit:

NOW, THEREFORE, be it ordained by the Mayor and Board of Aldermen of the City of Ridgeland, Madison County, Mississippi, as follows, to-wit:

SECTION 1. That the matters and facts stated in the preamble hereof are found, determined and adjudicated to be true and correct.

SECTION 2. That the findings of fact contained in the Zoning Board's July 8, 2024, Minutes in regard to the Petition be, and same are hereby adopted as and for the findings of fact of the Mayor and Board of Aldermen in support of the zoning decision contained herein.

SECTION 3. That it is hereby found and determined that the conditions precedent to the granting of a Conditional Use Permit in regard to the herein described property as required in Section 600.09 of the City of Ridgeland Zoning Regulations Ordinance of February 2014, exist, and have been satisfied, and the granting of a Conditional Use Permit for the purpose of allowing a detached single family residential development containing 44 lots with 40 foot buffer, lot minimum of 5,000 sq. ft., width of 50-55 ft., and 1,800 sq. ft. minimum dwelling within the MU-1 Mixed Use District zoning district, subject to the condition to enter into a Development

Agreement acceptable and approved by the Mayor and Board of Aldermen.

SECTION 4. That the Mayor and Board of Aldermen of the City of Ridgeland, Mississippi, do hereby grant from and after the effective date of this Ordinance a Conditional Use Permit for the purpose of allowing a detached single family residential development containing 44 lots with 40 foot buffer, lot minimum of 5,000 sq. ft., width of 50-55 ft., and 1,800 sq. ft. minimum dwelling within the MU-1 Mixed Use District zoning district, subject to the condition to enter into a Development Agreement acceptable and approved by the Mayor and Board of Aldermen.

SECTION 5. The property affected by this Ordinance (the "property") is located in the City of Ridgeland, Madison County, Mississippi, and described as follows:

A fraction of the Southwest Quarter of Section 33, Township 7 North, Range 2 East, Madison County, Mississippi. This fraction contains 12.524 acres, more or less, and is described in more detail as follows:

Starting at the Northeast Corner of the Southeast Quarter of the Southwest Quarter of said Section 33, run thence Due South a distance of 50.92 feet to a point; thence South 89°33'10" West a distance of 1776.81 feet to a point; thence North 01°46'54" East a distance of 791.91 feet to an iron pin set in concrete on the North right of way of William Boulevard marking the point of beginning of this description.

From this point of beginning, run thence South 79°19'17" West along said right of way a distance of 91.02 feet to an iron pin set in concrete; thence South 79°19'17" West along said right of way a distance of 336.53 feet to an iron pin set in concrete at the PC of a 788.51 foot radius right of way curve to the right; thence along said curve an arc distance of 368.13 feet, said curve having a chord bearing of North 87°18'13" West and a chord distance of 364.80 feet, to an iron pin set in concrete; thence North 16°04'17" East along said right of way a distance of 10.00 feet to an iron pin set in concrete; thence North 73°55'43" West along said right of way a distance of 125.90 to a point at the PC of a 1546.86 foot radius curve to the left; thence along said curve and leaving said right of way an arc distance of 382.99 feet, said curve having a chord bearing of North 07°29'48" East and a chord distance of 382.01 feet, to a point; thence North 00°24'15" East a distance

of 200.51 feet to a point; thence North 89°22'39" East a distance of 870.02 feet to a found iron pin; thence South 01°46'54" West a distance of 575.02 feet to the point of beginning.

SECTION 6. That the City of Ridgeland Zoning Regulations Ordinance of February 2014, and the Use District Map accompanying said Ordinance be, and same hereby are amended to the extent necessary to reflect the foregoing change in land use in regard to the property.

ORDAINED, ADOPTED AND APPROVED by the Mayor and Board of Aldermen of the City of Ridgeland, Madison County, Mississippi, at a regular meeting thereof held on the ____ day of _____, 2024.

The motion for adoption was seconded by Alderman _____ and the foregoing Ordinance having been first reduced to writing, was submitted to the Board of Aldermen for passage or rejection on roll call vote with the following results:

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:	_____

Whereupon, the Mayor declared the motion carried and the Ordinance adopted.

The foregoing ordinance is approved, this the ____ day of _____, 2024.

Mayor Gene F. McGee
City of Ridgeland, Mississippi

Attest:

Paula Tierce, City Clerk

[S E A L]

**RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN
OF THE CITY OF RIDGELAND, MADISON COUNTY, MISSISSIPPI
DENYING A CONDITIONAL USE PERMIT FOR PROPERTY
LOCATED AT THE NORTHEAST CORNER OF
OLD CANTON ROAD AND WILLIAM BOULEVARD
(PARCEL NOS. 072H-33C-100/03.00, 072H-33C-100/05.00, and 072H-33C-100/06.00)
CITY OF RIDGELAND, MADISON COUNTY, MISSISSIPPI**

WHEREAS, Sartain Associates, Inc. (the "Petitioner"), did file a Petition and Application for a Conditional Use Permit on property described herein, which property is located in a MU-1 Mixed Use District Classification under the City of Ridgeland Zoning Regulations Ordinance of February 2014 (the "Petition"); and,

WHEREAS, the Mayor and Board of Aldermen referred the Petition to the Zoning Board of the City of Ridgeland (the Zoning "Board"), which Board scheduled a hearing on said Petition for May 23, 2024, at 6:00 o'clock p.m.. Due to a lack of a quorum of the Zoning Board at the May 23, 2024 meeting, the public hearing was rescheduled to a special called meeting to be held on July 8, 2024, at 6:00 o'clock p.m.; and,

WHEREAS, the Mayor and Board of Aldermen are familiar with the property and existing land uses within the City of Ridgeland and in the area of the City where the property is located, and in acting on this Resolution, have duly considered the matters and facts within their personal knowledge as same affects the land uses requested in the Petition filed herein; and,

WHEREAS, at the conclusion of the discussion of the Zoning Board's recommendation, the Mayor asked whether the Board of Aldermen desired to take any action regarding the Petition and the recommendation of the Zoning Board and after discussion thereof, Alderman _____ offered the following Resolution and moved that it be adopted, to-wit:

IT IS, THEREFORE, RESOLVED by the Mayor and Board of Aldermen of the City of Ridgeland, Madison County, Mississippi, as follows, to-wit;

SECTION 1. That the matters and facts stated in the preamble hereof are found, determined and adjudicated to be true and correct.

SECTION 2. That it is hereby found and determined that the conditions precedent to the granting of a Conditional Use Permit as required by Section 600.09 of the City of Ridgeland Zoning Regulations Ordinance of February, 2014, do not exist, and have not been satisfied by the Petitioner in regard to the granting of a Conditional Use Permit.

SECTION 3. That the Petition to grant a Conditional Use Permit pursuant to Section 600.09 of the City of Ridgeland Zoning Regulations Ordinance of February 2014, on the following described property, be and same is hereby denied. The property referenced in the Petition (the "property") is described as follows:

A fraction of the Southwest Quarter of Section 33, Township 7 North, Range 2 East, Madison County, Mississippi. This fraction contains 12.524 acres, more or less, and is described in more detail as follows:

Starting at the Northeast Corner of the Southeast Quarter of the Southwest Quarter of said Section 33, run thence Due South a distance of 50.92 feet to a point; thence South 89°33'10" West a distance of 1776.81 feet to a point; thence North 01°46'54" East a distance of 791.91 feet to an iron pin set in concrete on the North right of way of William Boulevard marking the point of beginning of this description.

From this point of beginning, run thence South 79°19'17" West along said right of way a distance of 91.02 feet to an iron pin set in concrete; thence South 79°19'17" West along said right of way a distance of 336.53 feet to an iron pin set in concrete at the PC of a 788.51 foot radius right of way curve to the right; thence along said curve an arc distance of 368.13 feet, said curve having a chord bearing of North 87°18'13" West and a chord distance of 364.80 feet, to an iron pin set in concrete; thence North 16°04'17" East along said right of way a distance of 10.00 feet to an iron pin set in concrete; thence North 73°55'43" West along said right of way a distance of 125.90 to a point at the PC of a 1546.86 foot radius curve to the left;

thence along said curve and leaving said right of way an arc distance of 382.99 feet, said curve having a chord bearing of North 07°29'48" East and a chord distance of 382.01 feet, to a point; thence North 00°24'15" East a distance of 200.51 feet to a point; thence North 89°22'39" East a distance of 870.02 feet to a found iron pin; thence South 01°46'54" West a distance of 575.02 feet to the point of beginning.

SO RESOLVED by the Mayor and Board of Aldermen of the City of Ridgeland, Madison County, Mississippi, at a regular meeting held on ____ day of _____, 2024.

The motion for adoption was seconded by Alderman _____, and the foregoing Resolution having been first reduced to writing, was submitted to the Board of Aldermen for passage or rejection on roll call vote with the following results:

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:	_____

Whereupon, the Mayor declared the motion carried and the Resolution adopted.

The foregoing Resolution is approved, this the ____ day of _____, 2024.

Gene F. McGee, Mayor of the City of
Ridgeland, Mississippi

Attest:

Paula Tierce, City Clerk

[S E A L]

**AN ORDINANCE OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY
OF RIDGELAND, MISSISSIPPI OFFICIALLY NAMING FREEDOM RIDGE DRIVE,
THE PRIMARY ROAD INTO FREEDOM RIDGE PARK**

WHEREAS, the Mayor and Board of Aldermen of the City of Ridgeland, Mississippi desire to name the primary road into Freedom Ridge Park; and

WHEREAS, the Mayor and Board of Aldermen find that the most appropriate name for the street to be Freedom Ridge Drive; and

NOW THEREFORE BE IT ORDAINED, the Mayor and Board of Aldermen of the City of Ridgeland, Mississippi, find that the Preamble of this Ordinance is true and correct and officially declares the road to be named “Freedom Ridge Drive” from West School Street to the parking lots.

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 16th day of July, 2024.

APPROVED:

ATTEST:

GENE F. MCGEE, MAYOR

PAULA TIERCE, CITY CLERK
Published: _____



MEMORANDUM

TO: The Mayor and Board of Aldermen

FROM: Alan Hart, Public Works Director

DATE: July 12, 2024

RE: **Contract for Waste Hauler Services for Collection and Disposal of Recyclables**
Waste Management of Mississippi, Inc.

The Recycling Services Committee is pleased to present a qualified Proposal made by Waste Management of Mississippi, Inc. and recommends that the Mayor and Board award the contract as submitted. Waste Management provided the only response to the RFP that was prepared and advertised by the Committee. The Committee thoroughly reviewed the contents of the response provided by Waste Management and successfully negotiated a contract for the services. The Committee also recommends that the Board of Aldermen authorize the Mayor to sign the contract attached to this Memo.

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

CITY OF RIDGELAND

CONTRACT FOR WASTE HAULER SERVICES
FOR COLLECTION AND DISPOSAL OF
RECYCLABLES

THIS CONTRACT is made and entered into by and between Waste Management of Mississippi, Inc. (hereinafter referred to as "Contractor") and the City of Ridgeland, Mississippi, a municipal corporation (hereinafter referred to as "City") for the Contract for Waste Hauler Services for Collection and Disposal of Recyclables.

WITNESSETH

That for and in consideration of the mutual benefits and advantages each to the other, as hereinafter set forth, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. That the Instructions to Proposers, the Contractor's proposal in response to the RFP, the maps and specifications for recyclables collection services, including any and all general and special provisions, changes and addenda covering the work to be done, and the performance bond, Vehicle and Equipment Schedule and Schedule of Operations attached hereto, are hereby made a part of this Contract as fully and completely as if set forth in words and figures herein, excluding the Proposed Rate Adjustment Language of the Bid Qualifications/Exceptions proposed by the Contractor. Capitalized terms herein shall have the same meaning as set forth in the General Provisions.
2. The City has elected to accept the Contractor's base bid for the services outlined in the Contractor's Response to the Request for Proposals. The City does not accept Add Alternate #1 or Deductive Alternate #2 as proposed.
3. The Contractor may submit a request for an Extraordinary Rate Adjustment for the cost of tipping fees to the City in the event that tipping fees increase. Increases may be considered by the City on an annual basis at the same time of consideration of the Annual CPI adjustment. Contractor shall provide documentation to the City necessary for the City to make a determination and finding that the rate should be increased as proposed.
4. That the work to be done and services to be performed, as more specifically disclosed by the aforesaid contract documents, the immediate performance of which is covered by this Contract, is the regularly scheduled collection of Recyclables from Residential and Light Commercial Units, the regularly scheduled collection of Recyclables from drop-off bin(s), and Municipal Buildings.
5. The Contractor agrees to furnish all lands, buildings, labor, mechanics, tolls, tools, equipment and materials necessary for the adequate performance of the work and services contemplated by this Contract and to faithfully perform the same in accordance with the Contract Documents to the satisfaction of the Director of Public Works or his authorized

representative, and in accordance with the laws of the State of Mississippi, and the ordinances of the City. For these Services, the City agrees to pay and the Contractor agrees to accept, in full compensation for the performance of the Contractor's obligations hereunder, as well as all loss or damage, if any, arising out of the nature of the work, or the action of weather, and any and all other unforeseen obstructions or difficulties that may be encountered in the performance of said work and services, the Contractor assuming all risks of every kind and description in this Contract, the following unit costs subject to all other provisions of this Contract with reference to reductions, damages, or penalties arising from the performance or failure to perform of the Contractor:

- a. *Residential Recyclables Collection: \$ 6.54 /Unit/Month
- b. *Light Commercial Recyclables Collection: \$ 6.54 /Unit/Month
- c. Roll-off Bin Collection: \$ 575.00 /Unit/Month

* The collection and disposal of recyclables from municipal buildings shall be blended in the rates established for residential and light commercial collection and disposal of recyclables. There shall be no separate payment for collections at municipal buildings.

- 6. The Contractor shall invoice for services rendered in accordance with this Contract on a monthly basis. Payment due to the contractor shall be based on the current unit cost times the number of account units reported in the Monthly Solid Waste and Recycling Report for the coinciding month, which is normally provided to the Contractor during the first week of each month. Provided, however, that the foregoing does not constitute a waiver or release of any claims Contractor may have against the City for breach of the terms of this Contract or for damages resulting from the negligence or willful misconduct of the City, its employees, agents and subcontractors. The City shall pay the monthly charge, less any charges in the Liquidated Damages provisions of the General Provisions, to the Contractor within 30 days of the completion of the prior month's service and after receiving an invoice for the successful work completed.
- 7. The contract period shall begin October 1, 2024 and shall end September 30, 2030 unless otherwise extended for up to four (4) 1-year extensions as may be approved by the City of Ridgeland. The contract price shall be reviewed in May of each contract year in accordance with the price adjustment escalator clause of the Contract Documents (or as otherwise determined if Alternate #1 is approved), and the contract price shall be established for the next contract year beginning on October 1st. The basis for adjustment in contract price shall be in accordance with the Contract Documents. The City shall notify the Contractor regarding the extension of the contract period no later than ninety (90) days prior to the expiration of the then current contract period.
- 8. The Contractor agrees to comply with all applicable state, federal and local laws, rules and regulations, including but not limited to the Davis-Bacon Act, the Contract Work Hours Standards Act, the Anti-Kickback Act, the Civil Rights Act of 1964, the Americans with Disabilities Act, and the Occupational Safety and Health Act.

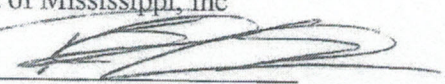
* refer to RFP addendum 1
Section 4. BS

9. The Contractor may not assign or sublet, in whole or in part, by operation of law or otherwise, this Contract or any of its rights or obligations hereunder, to any person or entity without the prior written consent of the City.
10. Attached hereto and made a part of this Contract is a performance bond, executed by a surety company doing business in the State of Mississippi in the sum of \$547,228.56 (Five Hundred Forty-seven Thousand Two Hundred Twenty-eight and 56/100) (the amount of the projected annual cost of the full service).

IN WITNESS WHEREOF, the parties have caused this Contract to be executed by their duly authorized representatives, this _____ day of _____, 2024.

CONTRACTOR:

Waste Management of Mississippi, Inc

By: Brandon Shaw 

Title: Area Vice President

CITY:

The City of Ridgeland, Mississippi

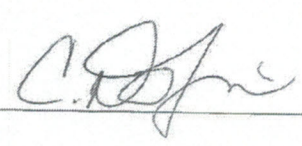
By: _____

Title: _____

Attest: _____

CORPORATE CERTIFICATE

I, Christina DeAngelis, certify that I am Secretary or Assistant Secretary of the Corporation named as the Contractor in the foregoing contract; that Brandon Shaw, who signed said contract on behalf of the Contractor was then President of said corporation; that said contract was duly signed for and behalf of said corporation by authority of its governing body and is within the scope of its corporate powers.





MEMORANDUM

TO: Mayor Gene F. McGee and Board of Aldermen

FROM: Christopher W. Bryson, P.E., City Engineer 

DATE: July 10, 2024

RE: **CONTRACTOR PAY ESTIMATE NO. 2**
AJ Construction, Inc.
East County Line Road Resurfacing Improvements
STP-7305-00(012) LPA 109160-701000
City of Ridgeland, Madison County, Mississippi

We respectfully request the Mayor and Board of Aldermen approve payment in the amount of **\$661,317.79** to *AJ Construction, Inc.* for work completed on the referenced project during the period between May 18, 2024 and June 30, 2024. Through this pay period, the Contractor completed 92% of the work on the project. During this time the contractor completed the remaining paving and temporary pavement markings. The remaining work that will be completed in July includes manhole adjustments, permanent pavement markings and cleaning inlets.

An MDOT Reimbursement form will be submitted at the next Board Meeting for your approval which will provide 80% reimbursement of this payment amount from our Federal funding award.

Thank you for your consideration of our request. Please contact me if you have any questions.

Cc: Alan Hart, Public Works Director

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
Kavon Holder, cmo - ward 3 • Brian P. Ramsey, cmo - ward 4 • Bill Lee - ward 5 • Wesley Hamlin, cmo, mayor pro tempore - ward 6

Estimate #2

Project Number STP-7305-00(012)LPA / 109160 - 701000

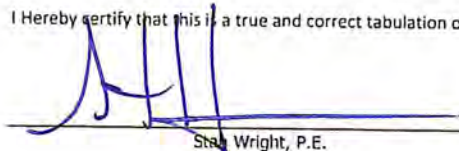
County MADISON

Project Description City of Ridgeland - East County Line Road Resurfacing Improv

Pay Item No.	Description	Plan Quantity	Unit	Unit Price	Item Total	Previous Quantity	Quantity This Period	Total Quantities	Cost This Period	Total Cost to Date
202-B007	Removal of Asphalt Pavement, All Depths	1,150	SY	\$71.55	\$82,282.50	1134.74	0.00	1134.74	\$0.00	\$81,190.65
202-B050	Removal of Concrete Combination Curb & Gutter	320	LF	\$45.00	\$14,400.00	331.00	0.00	331.00	\$0.00	\$14,895.00
202-B263	Removal of Concrete Driveway	45	SY	\$43.75	\$1,968.75	42.66	0.00	42.66	\$0.00	\$1,866.38
202-B244	Removal of Trees	3	EA	\$3,000.00	\$9,000.00	3.00	0.00	3.00	\$0.00	\$9,000.00
202-B263	Removal of Debris and Sand from Inlets and Junction Box, All Types	5	EA	\$1,000.00	\$5,000.00	0.00	0.00	0.00	\$0.00	\$0.00
403-A004	19-mm, HT, Asphalt Pavement	770	TON	\$150.12	\$115,592.40	768.15	-21.33	746.82	(\$3,202.06)	\$112,112.62
403-D001	12.5-mm, HT, Asphalt Pavement	4,750	TON	\$128.18	\$608,855.00	1116.10	3760.81	4876.91	\$482,060.63	\$625,122.32
406-D001	Fine Milling of Bituminous Pavement, All Depths	52,815	SY	\$3.54	\$186,965.10	18113.64	30124.35	48237.99	\$106,640.20	\$170,762.48
407-A001	Asphalt for Tack Coat	5,800	GAL	\$3.69	\$21,402.00	584.52	1758.31	2342.83	\$6,488.16	\$8,645.04
503-C010	Saw Cut, Full Depth	2,450	LF	\$7.50	\$18,375.00	3008.00	0.00	3008.00	\$0.00	\$22,560.00
609-D007	Combination Concrete Curb and Gutter Type 3 Modified	320	LF	\$70.00	\$22,400.00	331.00	0.00	331.00	\$0.00	\$23,170.00
613-D007	Adjustment of Manholes	1	LS	\$5,225.00	\$5,225.00	0.00	0.00	0.00	\$0.00	\$0.00
613-D009	Adjustment of Utility Appurtenance	10	EA	\$313.50	\$3,135.00	0.00	1.00	1.00	\$313.50	\$313.50
614-A001	Concrete Driveway	45	SY	\$141.45	\$6,365.25	42.66	0.00	42.66	\$0.00	\$6,034.26
618-A001	Maintenance of Traffic	1	LS	\$83,098.40	\$83,098.40	0.51	0.41	0.92	\$34,070.34	\$76,450.53
618-B001	Additional Construction Signs	1	SF	\$10.00	\$10.00	0.00	0.00	0.00	\$0.00	\$0.00
619-A2002	Temporary Traffic Stripe, Continuous Yellow	9,000	LF	\$0.75	\$6,750.00	0.00	8106.00	8106.00	\$6,079.50	\$6,079.50
619-A3002	Temporary Traffic Stripe, Skip White	10,000	LF	\$0.75	\$7,500.00	4208.00	20773.00	24981.00	\$15,579.75	\$18,735.75
619-A4001	Temporary Traffic Stripe, Skip Yellow	5,000	LF	\$0.75	\$3,750.00	0.00	0.00	0.00	\$0.00	\$0.00
619-A5001	Temporary Traffic Stripe, Detail	2,000	LF	\$0.10	\$200.00	306.00	7167.00	7473.00	\$716.70	\$747.30
619-A6001	Temporary Traffic Stripe, Legend	1,500	SF	\$0.85	\$1,275.00	0.00	289.90	289.90	\$246.42	\$246.42
619-A6002	Temporary Traffic Stripe, Legend	2,000	LF	\$1.00	\$2,000.00	0.00	1221.00	1221.00	\$1,221.00	\$1,221.00
620-A001	Mobilization	1	LS	\$80,036.55	\$80,036.55	0.90	0.10	1.00	\$8,003.66	\$80,036.55
626-A003	6" Thermoplastic Traffic Stripe, Skip White	14,467	LF	\$1.20	\$17,360.40	0.00	0.00	0.00	\$0.00	\$0.00
626-B003	6" Thermoplastic Traffic Stripe, Continuous White	2,173	LF	\$2.00	\$4,346.00	0.00	0.00	0.00	\$0.00	\$0.00
626-D004	6" Thermoplastic Traffic Stripe, Skip Yellow	5,090	LF	\$1.15	\$5,853.50	0.00	0.00	0.00	\$0.00	\$0.00
626-E003	6" Thermoplastic Traffic Stripe, Continuous Yellow	9,694	LF	\$2.00	\$19,388.00	0.00	0.00	0.00	\$0.00	\$0.00
626-G002	Thermoplastic Detail Stripe, White	2,107	LF	\$3.25	\$6,847.75	0.00	0.00	0.00	\$0.00	\$0.00
626-G003	Thermoplastic Detail Stripe, Yellow	180	LF	\$3.25	\$585.00	0.00	0.00	0.00	\$0.00	\$0.00
626-H004	Thermoplastic Legend, White	2,119	SF	\$9.50	\$20,130.50	0.00	0.00	0.00	\$0.00	\$0.00
626-H005	Thermoplastic Legend, White	4,213	LF	\$7.00	\$29,491.00	0.00	0.00	0.00	\$0.00	\$0.00
627-K001	Red-Clear Reflective High Performance Raised Markers	541	EA	\$8.50	\$4,598.50	0.00	0.00	0.00	\$0.00	\$0.00

627-L001	Two-Way Yellow Reflective High Performance Raised Markers	550	EA	\$8.50	\$4,675.00	0.00	0.00	0.00	\$0.00	\$0.00
907-632-D001	Solid State Traffic Actuated Controller, Type 1	6	EA	\$4,670.00	\$28,020.00	6.00	0.00	6.00	\$0.00	\$28,020.00
907-632-G001	Malfunction Management Unit	6	EA	\$1,800.00	\$10,800.00	6.00	0.00	6.00	\$0.00	\$10,800.00
907-634-PP005	Traffic Signal Equipment Pole , Replace Arm Cap	5	EA	\$275.00	\$1,375.00	5.00	0.00	5.00	\$0.00	\$1,375.00
907-634-PP005	Traffic Signal Equipment Pole , Replace Festoon Cover	4	EA	\$225.00	\$900.00	4.00	0.00	4.00	\$0.00	\$900.00
907-634-PP005	Traffic Signal Equipment Pole , Replace Lower Handhole Cover	4	EA	\$315.00	\$1,260.00	4.00	0.00	4.00	\$0.00	\$1,260.00
907-634-PP005	Traffic Signal Equipment Pole , Replace Pole Cap	3	EA	\$350.00	\$1,050.00	0.00	3.00	3.00	\$1,050.00	\$1,050.00
635-A059	Traffic Signal Head, Type 1	2	EA	\$1,300.00	\$2,600.00	2.00	0.00	2.00	\$0.00	\$2,600.00
635-A061	Traffic Signal Head, Type 2	2	EA	\$1,300.00	\$2,600.00	2.00	0.00	2.00	\$0.00	\$2,600.00
635-A070	Traffic Signal Head, Type 3	2	EA	\$1,800.00	\$3,600.00	2.00	0.00	2.00	\$0.00	\$3,600.00
907-636-B014	Electric Cable, Underground in Conduit, IMSA 20-1, AWG 14, 5 Conductor	100	LF	\$2.00	\$200.00	125.00	0.00	125.00	\$0.00	\$250.00
907-636-B016	Electric Cable, Underground in Conduit, IMSA 20-1, AWG 14, 8 Conductor	100	LF	\$2.00	\$200.00	216.00	0.00	216.00	\$0.00	\$432.00
907-636-C007	Electric Cable, Aerial Supported, IMSA 20-1, AWG 14, 5 Conductor	100	LF	\$2.00	\$200.00	0.00	0.00	0.00	\$0.00	\$0.00
907-636-C009	Electric Cable, Aerial Supported, IMSA 20-1, AWG 14, 8 Conductor	215	LF	\$2.00	\$430.00	134.00	0.00	134.00	\$0.00	\$268.00
907-637-C028	Traffic Signal Conduit, Underground, Type 4, 2"	50	LF	\$3.00	\$150.00	0.00	0.00	0.00	\$0.00	\$0.00
907-637-C030	Traffic Signal Conduit, Underground, Type 4, 3"	50	LF	\$5.00	\$250.00	0.00	0.00	0.00	\$0.00	\$0.00
907-637-D002	Traffic Signal Conduit, Underground Drilled or Jacked, Rolled Pipe, 2"	100	LF	\$3.00	\$300.00	108.00	0.00	108.00	\$0.00	\$324.00
907-637-D003	Traffic Signal Conduit, Underground Drilled or Jacked, Rolled Pipe, 3"	100	LF	\$5.00	\$500.00	0.00	0.00	0.00	\$0.00	\$0.00
907-639-J001	Type 3 Intersection Device	6	EA	\$8,600.00	\$51,600.00	6.00	0.00	6.00	\$0.00	\$51,600.00
907-643-A004	Video Vehicle Detection Sensor, Type 1A	20	EA	\$6,400.00	\$128,000.00	20.00	0.00	20.00	\$0.00	\$128,000.00
907-643-B001	Video Vehicle Detection Cable	3,025	LF	\$2.00	\$6,050.00	3151.00	0.00	3151.00	\$0.00	\$6,302.00
907-645-A001	Standard Pedestrian Detection Assembly	20	EA	\$320.00	\$6,400.00	20.00	0.00	20.00	\$0.00	\$6,400.00
647-A001	Removal of Existing Traffic Signal Equipment	1	LS	\$3,500.00	\$3,500.00	1.00	0.00	1.00	\$0.00	\$3,500.00
907-653-A001	Traffic Sign	229	SF	\$55.00	\$12,595.00	228.70	0.00	228.70	\$0.00	\$12,578.50
907-653-B001	Street Name Sign	296	SF	\$65.00	\$19,240.00	390.00	0.00	390.00	\$0.00	\$25,350.00
699-A001	Roadway Construction Stakes	1	LS	\$5,000.00	\$5,000.00	0.51	0.41	0.92	\$2,050.00	\$4,600.00
Total Bid Amount					\$1,685,681.60				\$661,317.79	\$1,550,998.79

I Hereby certify that this is a true and correct tabulation of the bids received June 30, 2024.


Stan Wright, P.E.


Sean Coffey



State of: MISSISSIPPI

County of: RANKIN

Subscribed and Sworn to before me this 9th Day of July 20²⁴

Notary Public: Monica L. York

My Commission expires: March 1, 2027

Chris Bryson

From: Stan Wright <stan.wright@neel-schaffer.com>
Sent: Tuesday, July 9, 2024 2:12 PM
To: Chris Bryson; Alan Hart; Renee Buckner
Cc: Jake Reeves; Michael Brown
Subject: AJ Construction Estimate 2
Attachments: East County Line Road - 109160 Contractor's Estimate #2.pdf

Caution! This message was sent from outside your organization.

Chris, Alan, and Renee

Attached is the Contractor's invoice number 2 for the East County Line Rd Project. We recommend payment of \$661,317.79. We will produce the MDOT LPA Reimbursement Package as soon as possible.

Thanks

Stan Wright, P.E.

Vice President/Engineer Manager



CELEBRATING FORTY YEARS 1983-2023

Neel-Schaffer, Inc.

215 Waterford Square

Madison, MS 39110

Office: 601.898.8118

Direct: 601.707.3865

Mobile: 601.942.1006

www.neel-schaffer.com



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**CITY OF RIDGELAND, MISSISSIPPI
RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN
AUTHORIZING THE MAYOR AND MAYOR PRO TEMPORE TO SIGN
MEMORANDUMS OF UNDERSTANDING OBLIGATING RIDGELAND’S ARPA
FUNDING AND ARPA SUB-AWARD FUNDING**

WHEREAS, the Mayor and Board of Aldermen of the City of Ridgeland, Mississippi, are designated to accept and administer funds from the federal American Rescue Plan Act (“ARPA”), sections 602 and 603 of the Social Security Act as added by section 9901 of the American Rescue Plan Act of 2021 (the “Act”), Pub. L. No. 117-2 (Mar. 11, 2021); and

WHEREAS, program administrators of the MS Water Infrastructure Grant Program have alerted all subrecipients of the U.S. Treasury’s recent update for how subrecipients can obligate their Local Fiscal Recovery Funds of MCWI sub-awards as well as Madison County sub-awards; and,

WHEREAS, MDEQ has obligated the State’s portion of ARPA funds (i.e. the MCWI grant funds) through execution of each sub-award issued; and,

WHEREAS, U.S. Treasury has determined that a memorandum of understanding (MOU) between departments within a subrecipient’s government constitutes an obligation of ARPA funds, and

WHEREAS, Administrators of the MS Water Infrastructure Grant Program offered municipalities an MOU template that they believe satisfy the U.S. Treasury’s obligation requirements for purposes of the MCWI Program, which language also would apply to any sub-award offered by a County; and,

WHEREAS, the City of Ridgeland has five remaining ARPA Local Fiscal Recovery Funded projects and wishes to obligate the funds as recommended; and,

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND BOARD OF ALDERMEN of the Mayor and Board of Aldermen of the City of Ridgeland, Mississippi, find the the Preamble is true and correct and authorize the following Memorandums of Understanding to be signed by the Mayor and the Mayor Pro Tempore:

- a. Madison County Subaward for Improvements to Purple Creek Basin
- b. Madison County Subaward for Colony Park Water and Sewer Improvements
- c. ARPA/MCWI Subaward for City-wide Advanced Water Meter Improvements
- d. ARPA/MCWI Subaward for South Highland Colony Parkway Water Storage Tank and Water Supply Well
- e. ARPA/MCWI Subaward for Purple Creek Drainage Basin Improvements

SO RESOLVED THIS THE 18TH DAY OF JUNE, 2024.

By: _____
Gene F. McGee, Mayor

Attest:

Paula Tierce, City Clerk

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY OF RIDGELAND BOARD OF ALDERMAN
AND
MAYOR GENE F. MCGEE**

This Memorandum of Understanding (“MOU”) is entered into by and between the City of Ridgeland (“Municipality”) Board of Alderman (“Board”) and the Mayor of the City of Ridgeland (“Mayor”), hereinafter the Parties. In consideration of those mutual undertakings, the Parties agree as follows:

WHEREAS, the Board, is designated to accept and administer funds from the federal American Rescue Plan Act (“ARPA”), sections 602 and 603 of the Social Security Act as added by section 9901 of the American Rescue Plan Act of 2021 (the “Act”), Pub. L. No. 117-2 (Mar. 11, 2021); and

WHEREAS, the Mayor is tasked with overseeing the day to day operations of the Municipality, including but not limited to utilities, specifically drinking water, wastewater and stormwater projects; and

WHEREAS, the Board must approve the Municipality’s budget and the Mayor executes the expenditures; and

WHEREAS, the Parties desire to enter into this MOU to memorialize their understanding of the mutual advantages of this cooperative relationship.

NOW, THEREFORE, the Parties agree to the terms and conditions set forth below:

I. Purpose

The purpose of this MOU is to memorialize an agreement to obligate the Municipality’s ARPA State and Local Fiscal Recovery Funds (“Funds”) for those purposes set forth in the Subaward Agreement between the City of Ridgeland and Madison County, MS, Agreement dated June 03, 2024 set forth in Attachment “A” for Colony Park Boulevard Water and Sewer Improvements, hereby adopted and incorporated by reference herein, along with any current or future modifications thereto (“Madison County Subaward Agreement”).

II. Conditions and Scope

The Board agrees to appropriate and the Mayor agrees to expend the Funds to perform the “Scope of Work,” as set forth in Attachment A and Article 2 of the MDEQ Subaward Agreement, for the “Project” as set forth in Article 2 of the MDEQ Subaward Agreement.

III. Amount

The Board agrees to provide and obligate the Funds in an amount not to exceed the funds as set forth in Article 7.A.ii of the MDEQ Subaward Agreement, and the Mayor agrees to expend the Funds in such amount.

IV. Term

The MOU shall be effective from the date executed below and shall expire on January 1, 2027.

V. Binding Effect

The MOU shall be binding upon the Parties hereto and upon any respective successors and assigns of the Parties.

VI. Obligation of the Parties

The Parties agree to the following obligations under this MOU:

- a. The Board agrees to provide the Mayor the Funds in an amount not to exceed the amount set forth in Article 7.A.ii of the MDEQ Subaward Agreement.
- b. The Mayor shall expend the Funds in amount not to exceed the amount set forth in Article 7.A.ii of the MDEQ Subaward Agreement to pay for the cost of the Scope of Work necessary to implement the Project.
- c. The Mayor shall follow federal and state procurement and expenditure requirements as required by and set forth in the MDEQ Subaward Agreement.
- d. The Mayor shall ensure a complete procurement file for each contract necessary to perform the Scope of Work in the Subaward is submitted to MDEQ with reimbursement requests in accordance therewith.

VII. Applicable Law

This MOU shall be governed by and construed in accordance with the laws of the State of Mississippi.

The Board of Aldermen unanimously resolved to authorize the Mayor and Mayor Pro Tem to sign this Memorandum of Understanding.

Agreed to this the _____ day of _____, 2024.

Wesley Hamlin, Mayor Pro Tem

Gene F. McGee, Mayor

ATTEST:

Paula Tierce, City Clerk

Subrecipient: Madison County

Subaward Title: City of Ridgeland ARPA Improvements

Subaward Number: _____

**AMERICAN RESCUE PLAN ACT STATE AND LOCAL FISCAL RECOVERY FUND
FEDERAL SUBAWARD AGREEMENT
BETWEEN MADISON COUNTY, MISSISSIPPI, AND
THE CITY OF RIDGELAND, MISSISSIPPI**

This **SUBRECIPIENT AGREEMENT** (the Agreement or Subaward), entered and effective as of June 3rd 2024 (the "Effective Date"), is by and between the Board of Supervisors of Madison County, Mississippi (the "County") and the City of Ridgeland, Mississippi (the "Subrecipient").

ARTICLE I

RECITALS

1. WHEREAS, Madison County was allocated \$20,642,090.00 in two payments from the American Rescue Plan (ARP) State and Local Fiscal Recovery Fund (SLFRF), and the County has deposited such monies in a separate fund ("Funds"); and
2. WHEREAS, The County desires that the Subrecipient undertake eligible uses of the ARP SLFRF by expending Subaward funds from the County under the terms and conditions of this Agreement and in compliance with the ARP SLFRF and applicable federal and state law; and
3. WHEREAS, Treasury has established a Final Rule, Overview FAQ's and related guidance, as amended, including the Uniform Grant Guidance as codified in 2 C.F.R. Part 200, setting forth specific requirements for utilizing the funds, including the eligible uses thereof, received under ARPA; and
4. WHEREAS, the Guidance states that recipients may use ARPA funds for a broad range of projects, including projects related to water, sewer and infrastructure improvements; and
5. WHEREAS, in accordance with the Guidance and pursuant to the Resolution as found in the County's official Minutes (Book 2024 at Page 0569) as approved on May 6, 2024, said Resolution appearing as Exhibit "A" to this Agreement, the County awarded the sum of \$2,000,000 (Two Million Dollars) of its Funds to the City of Ridgeland, as sub-awardee, for a Project involving water and sewer infrastructure improvements on Colony Park Boulevard in the City of Ridgeland, MS; and
6. WHEREAS, the Project is provisionally determined to be eligible under ARPA and its Guidance, and the details of said Project appears as Exhibit "B" to this Subaward Agreement.

Subrecipient: Madison County

Subaward Title: City of Ridgeland ARPA Improvements

Subaward Number: _____

NOW THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged the parties hereby agree to the following:

ARTICLE 2

FEDERAL AWARD IDENTIFICATION

- 2.1 In accordance with Title 2 U.S. Code of Federal Regulations (CFR) Part 200.332(a)(1), Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, the following notification is to designate the use of federal funds in this Subaward:

Subrecipient name (which must match the name associated with its unique entity identifier)	The City of Ridgeland, Mississippi
Subrecipient's Unique Entity Identifier	
Federal Award Identification Number	
Federal Award Date	May 6, 2024
Subaward Period of Performance Start and End Date	June 3, 2024 – (the end date)
Subaward Budget Period Start and End Date	June 3, 2024 – (the end date)
Amount of Federal Funds Obligated by this action by the pass-through entity to the subrecipient	\$2,000,000
Total Amount of Federal Funds Obligated to the subrecipient by the pass-through entity including the current financial obligation	\$2,000,000
Total Amount of the Federal Award committed to the subrecipient by the pass-through entity	\$2,000,000

Subrecipient: Madison County

Subaward Title: City of Ridgeland ARPA Improvements

Subaward Number:

Federal Award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA)	This subaward will provide funds for water and sewer improvement on Colony Park Blvd in the City of Ridgeland
Name of Federal Awarding Agency	U.S Treasury
Name of Pass-Through Entity	Madison County, Mississippi
Contact information for awarding official of the Pass-through entity	Greg Higginbotham Madison County Administrator Madison County Board of Supervisors 146 Center St. Canton, MS 39046 (601) 342-9273 greg.higginbotham@madison-co.com
Assistance Listings number and Title	21.027 Coronavirus State and Local Fiscal Recovery Funds
Identification of whether the award is R&D	☐ Yes ☒ No
Indirect cost rate for the Federal award	☐ Federally approved indirect cost rate ☐ x 10% ☐ None ☐ Other (specify)

ARTICLE 3**SCOPE OF OBLIGATIONS**

- 3.1 The subaward is intended to fund SLFRF-eligible uses in accordance with eligible uses provided in the SLFRF Final Rule.
- 3.2 The County has no obligation to provide funding to City of Ridgeland for the Project. The provision of ARPA funds to the City of Ridgeland for the Project is at the sole discretion of the County.
- 3.3 As consideration for the performance of the Project and in accordance with its Minutes the County grants the City of Ridgeland the sum of \$2,000,000 (Two Million Dollars) from its Funds to be used exclusively for the Project and shall transfer this amount to the City of

Subrecipient: Madison County

Subaward Title: City of Ridgeland ARPA Improvements

Subaward Number: _____

Ridgeland upon execution of this Agreement, including receipt of all authorized signatures and after entry upon the official minutes of both entities.

- 3.4 The provision of Funds under Article 2 of this Agreement to City of Ridgeland for the specific Projects described herein at Exhibit "A" is provisionally determined by the County to be eligible under ARPA and its Guidance. However, the County's provisional determination that such funding for the Project is eligible does not relieve the City of Ridgeland of its duty to repay the County for any expenditures provided by the County from its Funds for the Project that are later determined by the County, the State, or the Federal government to be ineligible. **Consequently, by accepting any funds from the County's Funds, as provided herein, City of Ridgeland is certifying that it will, upon request by the County, return to the County the full amount of any expended funds found to be inconsistent with the provisions herein, ARPA, ARP (SLFRF) or the Guidance.**
- 3.5 The Period of Performance (a) The Period of Performance shall commence upon the execution of this agreement. The City of Ridgeland agrees to complete the Project within this Period of Performance, unless otherwise specified in writing by the County. If, at any time during the Period of Performance of this Agreement, City of Ridgeland determines, based on the tasks performed to date, that the Project cannot be completed within the Period of Performance, City of Ridgeland shall so notify the County immediately, in writing.
- 3.6 The City of Ridgeland must take all reasonable measures to ensure that Funds are obligated by 11:59 p.m. on _____ 2024, and expended by September 30, 2026, unless the United States Congress enacts an extension of the deadline for the availability of ARPA funds, in which case the Parties herein agree to extend this Agreement in accordance with the dictates of the United States Congress. City of Ridgeland acknowledges and agrees that its failure to obligate Funds by 11:59 p.m. on _____ 2024, may result in the County modifying the Funds awarded or terminating this Agreement. The City of Ridgeland acknowledges that the provisions of this Agreement and of Section 3.6, herein, applies to each Project item as described in Exhibit "A" to be undertaken by Subrecipient through this subaward.
- 3.7 For a period of five (5) years, City of Ridgeland shall generate, maintain and provide all records as required by applicable law, including those records required by the United States or by the County to satisfy the County's records, audit and reporting obligations imposed on it under ARPA, as a result of the Project. At any time prior to the termination of this Agreement, the County may request any documentation related to the Project and the City of Ridgeland shall, within three (3) business days, provide same to County.
- 3.8 City of Ridgeland shall monitor the work performed on the Project to confirm the work meets all necessary requirements at law and shall, upon request and in accordance with the subrecipient monitoring plan to be provided by County, periodically provide a report to the County on the status of the Project. Likewise, the County shall monitor the disbursement of its Funds for the Project. Such monitoring procedures may include, but not be limited to on-site visits by the County, or any of its authorized representatives who shall enjoy the

Subrecipient: Madison County

Subaward Title: City of Ridgeland ARPA Improvements

Subaward Number: _____

right of access to any documents, financial statements papers, or other records of City of Ridgeland which are pertinent to the performance of the Project, to make audits, examinations, excerpts and transcripts to confirm compliance with ARPA and the Guidance. The right of access also includes timely and reasonable access to City of Ridgeland's personnel for the purpose of interview and discussion related to such documents. For the purposes of this section, the term "City of Ridgeland" includes employees or agents, including all subcontractors or consultants related to the Project.

- 3.9 City of Ridgeland shall provide required "progress reports" during the Period of Performance of this Agreement in a format prescribed by County. These reports shall be submitted in writing in accordance with the following schedule, which may be amended from time to time in writing, at the discretion of the County:

<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 the County is required to submit to the U.S. Treasury or other governmental entity following the expiration or termination of this Agreement.

- 3.10 City of Ridgeland shall be responsible for the accountability of Funds, compliance with Project specifications, and Project management by its contractors. The County shall not bear responsibility for any liability caused or incurred by any contractor in performing this Project. The County shall not be deemed by virtue of this Agreement to have any contractual obligation to, or relationship with, any of the contractors for the City of Ridgeland. All Project tasks shall be deemed to be the responsibility of, and performed by, the City of Ridgeland. No contractor or other recipient of funds from the City of Ridgeland under this Agreement, shall be deemed to be an agent, representative, employee or servant of the County in connection with this Agreement.
- 3.11 The Agreement shall be governed by and construed in accordance with the laws and regulations of the State of Mississippi and applicable federal law, including, its conflict of laws provisions, and any litigation with respect thereto shall be brought in the federal courts, or in a State court having appropriate jurisdiction.
- 3.12 City of Ridgeland shall be governed by all applicable State and Federal laws, rules and regulations, including but not limited to the State and Federal laws regarding procurement requirements, record retention, and the Guidance. Any express reference herein to a

Subrecipient: Madison County

Subaward Title: City of Ridgeland ARPA Improvements

Subaward Number: _____

particular statute, rule or regulation in no way implies that no other statute, rule or regulations applies.

- 3.13 Both the County and City of Ridgeland are subject to the 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 ("UG"), 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. City of Ridgeland shall document its 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 City of Ridgeland's responsibility to comply with all UG requirements. Failure to do so may result in termination of the Agreement between County and City of Ridgeland.
- 3.14 City of Ridgeland shall not assign this Agreement, or any portion hereof or any Funds provided under this Agreement, and shall not delegate any duties under this Agreement, without the prior consent of County.
- 3.15 Any amendments to this Agreement will be effective only if in writing and signed by an authorized signatory of City of Ridgeland and County.
- 3.16 All notices, requests and communications required or permitted hereunder shall be in writing and shall be sufficiently given and deemed to have been received upon personal delivery or delivery by overnight courier or, if mailed, upon the first to occur of actual receipt or seventy-two (72) hours after being placed in the United States mail, postage prepaid, registered or certified mail, receipt requested, addressed to the parties at the addresses below:


To City of Madison:

City of Ridgeland
Attn: Mayor Gene F. McGee
100 West School Street
Ridgeland MS 39157

To County:

Madison County
Attn: Chancery Clerk/County Administrator/Board President
146 Center St.
Canton, MS 39046

Subrecipient: Madison County
Subaward Title: City of Ridgeland ARPA Improvements
Subaward Number: _____

With a copy to:

County Board Attorney
Attn: Mike Espy
mike@mikespy.com

Notice of a change in address of one of the parties shall be given in writing to the other party as provided above but shall be effective upon actual receipt.

- 2.15 Any amendments to this Agreement will be effective only if in writing and signed by an authorized signatory of City of Ridgeland and County.
- 2.16 All notices, requests and communications required or permitted hereunder shall be in writing and shall be sufficiently given and deemed to have been received upon personal delivery or delivery by overnight courier or, if mailed, upon the first to occur of actual receipt or seventy-two (72) hours after being placed in the United States mail, postage prepaid, registered or certified mail, receipt requested, addressed to the parties at the addresses below:

To City of Ridgeland :

City of Ridgeland
Attn: Gene McGee
100 W. School St.
Ridgeland, MS 39157

To County:

Madison County
Attn: Chancery Clerk/County Administrator/Board President
146 Center St.
Canton, MS 39046

With a copy to:

County Board Attorney
Attn: Mike Espy
mike@mikespy.com

Subrecipient: Madison County
Subaward Title: City of Ridgeland ARPA Improvements
Subaward Number: _____

Notice of a change in address of one of the parties shall be given in writing to the other party as provided above but shall be effective upon actual receipt.

SECTION 3: TERMINATION

- 3.1. The County reserves the right to immediately terminate this agreement in the event of a breach or default of the agreement by City of Ridgeland in the event City, its employees, contractor or vendors fail to: (a.) meet schedules, deadlines, and/or delivery dates within the time specified in a procurement solicitation contract, and/or a purchase order associated with this Project; (b.) make any payments owed; or (c.) otherwise perform in accordance with the contract and/or the procurement solicitation. The County also reserves the right to terminate this agreement immediately, with written notice to City of Ridgeland, for convenience, if the County believes, in its sole discretion that it is in the best interest of the County to do so. City of Ridgeland will be allowed to compensate its employees, contractors or vendors, for work performed and accepted and goods accepted by the County as of the termination date if the contract is terminated for convenience of the County. The funds for work not yet performed or goods not yet delivered as of the termination date must be returned to the County.

SECTION 4. FEDERAL COMPLIANCE PROVISIONS

- 4.1. Suspension and Debarment: City of Ridgeland certifies, by signing this Agreement, that neither it nor its officers are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by a federal department or agency. City of Ridgeland will not contract with any consultant for this Project if it or its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
- 4.2. Environmental Compliance: City of Ridgeland agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act, as amended (U.S.C. 1251-1387.) Violations must be reported to the federal awarding agency and the regional office of the Environmental Protection Agency (EPA.)
- 4.3. Procurement of Recovered Materials: City of Ridgeland, where applicable, shall comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, procuring only items designated in guidelines of the Environmental Protection Agency at 40 CFR Part 247, that contains the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000.00, or the value of the quantity acquired during the preceding fiscal year exceeds \$10,000.00; procuring solid waste management services in a manner that maximizes energy and resource recovery; and

Subrecipient: Madison County

Subaward Title: City of Ridgeland ARPA Improvements

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establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

- 4.4. Equal Employment Opportunity: City of Ridgeland agrees to comply with the Equal Opportunity Act clauses provided under 41 CFR 60-1.4(a.) (Government Contracts), and 41 CFR 60-1.4(b) (Federal Assisted Construction Contracts), in accordance with Executive Order 11246 "Equal Employment Opportunity" (30 CFR 12319, 12935, 3 CFR. Part 1964-1965 Comp., p.339) as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." City of Ridgeland further agrees to include this provision, including the Equal Opportunity Act (Clause), or a reference thereto, in any subcontracts it enters into pursuant to the Contract.
- 4.5. Ban on Foreign Telecommunications: City of Ridgeland acknowledges that Funds shall not be used to purchase equipment, services or systems that use "covered telecommunications" equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Covered Telecommunications means: purchases from Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities), Video surveillance and telecommunications equipment produced by Hytera Communication Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities.)
- 4.6. Compliance with Copeland Anti-Kickback Act: City of Ridgeland and its contractors must comply with the Act (40 U.S.C. 3145) as supplemented by the Department of Labor regulations (29 CFR Part 3.) The Act requires that each recipient or subrecipient be prohibited from inducing, by any means, any person employed in the construction, completion or repair of public work, to give up any part of the compensation to which he/she is otherwise entitled.
- 4.7. Compliance with the Contract Work Hours and Safety Standards Act: In any contract in excess of \$100,000.00 that involves the employment of mechanics or laborers, City of Ridgeland agrees to require compliance with the Act (40 USC 3702, 3704), as supplemented by Department of Labor regulations (29 CFR Part 5.) The Act requires. the employer or contractor to compute the wages of every mechanic and laborer based on a standard work week of 40 hours. Work more than the standard work week is permissible provided that the worker is compensated more than 40 hours in the work week. The requirements of 40 USC 3704 apply to construction work and provides that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. There requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- 4.8. Certification for Payment: The contractor or vendor seeking payment from funds issued under this Agreement must declare with each pay request:

Subrecipient: Madison County

Subaward Title: City of Ridgeland ARPA Improvements

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I certify to the best of my knowledge and belief that the request is true, complete and accurate, and that the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the federal award. I am aware that any false, fictitious or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise, as per U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812.)

- 4.9. Anti-Lobbying. No funds or other resources received by City of Ridgeland from the County under this Agreement may be used directly or indirectly to influence legislation or any other official action by the Mississippi Legislature, Congress, or any state or federal agency.
- 4.10. Miscellaneous ARPA Compliance Requirements: In accordance with ARPA award and subaward terms and conditions, City of Ridgeland agrees to comply with the following mandatory federal regulations:
- (a.) Title VI of the Civil Rights Act and Treasury Department's implementing regulations at 31 CFR 22;
 - (b.) The Fair Housing Act, Title VIII of the Civil Rights Act of 1968, which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status or disability;
 - (c.) Section 504 of the Rehabilitation Act of 1973, as amended (29 USC 794) which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
 - (d.) The Age Discrimination Act of 1973, as amended (42 USC 6101, et seq.) and Treasury's implementing regulations at 31 CFR Part 23, which prohibits discrimination on the basis of age in programs or activities receiving federal financial assistance.
 - (e.) Title II of the Americans with Disabilities Act of 1990, as amended (42 USC 1210 et seq.) which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.
 - (f.) For publications produced with Funds from this award City of Ridgeland must display the following language: "This project is being supported, in whole or in part, by federal award number (*enter project FAIN*) awarded to Madison County by the U.S. Department of the Treasury."
 - (g.) Pursuant to Executive Order 13043, 62FR 19217 (Apr. 18, 1997) City of Ridgeland should adopt and enforce on-the-job seat belt policies and programs for their employees, subrecipients, and contractors to adopt and enforce policies that ban text. messaging while

Subrecipient: Madison County

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driving, and City of Ridgeland should establish workplace safety policies to decrease accidents caused by distracted drivers.

SECTION 5. ENTIRE AGREEMENT

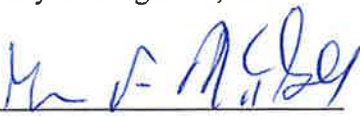
- 5.1 This Agreement, including all attachments, represents the entire and integrated agreement between the Parties hereto and supersedes all prior negotiations, representations or agreements irrespective of whether written or oral. City of Ridgeland acknowledges that it has thoroughly read this Agreement and all its attachments and has had the opportunity to receive competent advice of counsel necessary for it to form a full and complete understanding of all rights and obligations herein.

SECTION 6: AUTHORIZED PARTIES

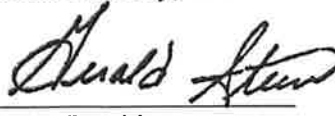
- 6.1 The signatories below hereby certify that each is the necessary party on behalf of City of Ridgeland and of Madison County and has the requisite authority to enter into this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective as of the Effective Date

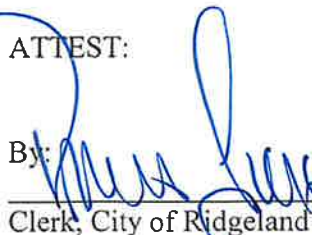
For: City of Ridgeland, MS

By: 
Gene F. McGee, Mayor

For: Madison County, MS

By: 
Gerald Steen, President
Board of Supervisors

ATTEST:

By: 
Clerk, City of Ridgeland



ATTEST:

By: 
Chancery Clerk, Madison County

Subrecipient: Madison County

Subaward Title: City of Ridgeland ARPA Improvements

Subaward Number: _____

EXHIBIT "A"

Subrecipient: Madison County

Subaward Title: City of Ridgeland ARPA Improvements

Subaward Number: _____

EXHIBIT "B"

DESCRIPTION OF PROJECT

Subrecipient: Madison County

Subaward Title: City of Ridgeland ARPA Improvements

Subaward Number: _____

Subrecipient: Madison County
 Subaward Title: City of Ridgeland ARPA Improvements
 Subaward Number: _____

CERTIFICATION OF CONFLICT OF INTEREST

Subrecipient must maintain a conflict-of-interest policy consistent with 2 C.F.R. § 200.318(c) that is applicable to all activities funded with the ARP SLFRF subaward. Pursuant to this requirement, decisions concerning subaward funds must be free of undisclosed personal or organizational conflicts of interest, both in fact and in appearance. A recipient may not use control over ARP SLFRF funds for their own private gain. Furthermore, no employee, officer, or agent of the Subrecipient may participate in the selection, award, or administration of a contract supported by a federal award if he or she has a real or apparent conflict of interest.

No employee, officer, or agent of the Subrecipient may participate in the selection, award, or administration of a contract supported by the subaward if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of the Subrecipient may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, Subrecipients may set standards for situations in which the financial interest is not substantial, or the gift is an unsolicited item of nominal value. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the Subrecipient.

If the Subrecipient has a parent, affiliate, or subsidiary organization that is not a State, local government, or Indian tribe, the Subrecipient must also maintain written standards of conduct covering organizational conflicts of interest.

The undersigned certifies that Subrecipient maintains the necessary and compliant conflict of interest policies and diligently implements and monitors the same.

 Subrecipient



 Signature

Gerald Steen, Board President
 Name and Title of Official

_____ dated 6/3/24

Subrecipient: Madison County

Subaward Title: City of Ridgeland ARPA Improvements

Subaward Number: _____

Subrecipient: Madison County

Subaward Title: City of Ridgeland ARPA Improvements

Subaward Number: _____

Subrecipient: Madison County

Subaward Title: City of Ridgeland ARPA Improvements

Subaward Number: _____

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY OF RIDGELAND BOARD OF ALDERMAN
AND
MAYOR GENE F. MCGEE**

This Memorandum of Understanding (“MOU”) is entered into by and between the City of Ridgeland (“Municipality”) Board of Alderman (“Board”) and the Mayor of the City of Ridgeland (“Mayor”), hereinafter the Parties. In consideration of those mutual undertakings, the Parties agree as follows:

WHEREAS, the Board, is designated to accept and administer funds from the federal American Rescue Plan Act (“ARPA”), sections 602 and 603 of the Social Security Act as added by section 9901 of the American Rescue Plan Act of 2021 (the “Act”), Pub. L. No. 117-2 (Mar. 11, 2021); and

WHEREAS, the Mayor is tasked with overseeing the day to day operations of the Municipality, including but not limited to utilities, specifically drinking water, wastewater and stormwater projects; and

WHEREAS, the Board must approve the Municipality’s budget and the Mayor executes the expenditures; and

WHEREAS, the Parties desire to enter into this MOU to memorialize their understanding of the mutual advantages of this cooperative relationship.

NOW, THEREFORE, the Parties agree to the terms and conditions set forth below:

I. Purpose

The purpose of this MOU is to memorialize an agreement to obligate the Municipality’s ARPA State and Local Fiscal Recovery Funds (“Funds”) for those purposes set forth in the Subaward Agreement between the City of Ridgeland and the Mississippi Department of Environmental Quality (“MDEQ”), MDEQ Agreement No. 63-1-DW-5.15 set forth in Attachment “A” for City-wide Advanced Water Meter Improvements, hereby adopted and incorporated by reference herein, along with any current or future modifications thereto (“MDEQ Subaward Agreement”).

II. Conditions and Scope

The Board agrees to appropriate, and the Mayor agrees to expend the Funds to perform the “Scope of Work,” as set forth in Attachment A and Article 2 of the MDEQ Subaward Agreement, for the “Project” as set forth in Article 2 of the MDEQ Subaward Agreement.

III. Amount

The Board agrees to provide and obligate the Funds in an amount not to exceed the funds as set forth in Article 7.A.ii of the MDEQ Subaward Agreement, and the Mayor agrees to expend the Funds in such amount.

IV. Term

The MOU shall be effective from the date executed below and shall expire on January 1, 2027.

V. Binding Effect

The MOU shall be binding upon the Parties hereto and upon any respective successors and assigns of the Parties.

VI. Obligation of the Parties

The Parties agree to the following obligations under this MOU:

- a. The Board agrees to provide the Mayor the Funds in an amount not to exceed the amount set forth in Article 7.A.ii of the MDEQ Subaward Agreement.
- b. The Mayor shall expend the Funds in amount not to exceed the amount set forth in Article 7.A.ii of the MDEQ Subaward Agreement to pay for the cost of the Scope of Work necessary to implement the Project.
- c. The Mayor shall follow federal and state procurement and expenditure requirements as required by and set forth in the MDEQ Subaward Agreement.
- d. The Mayor shall ensure a complete procurement file for each contract necessary to perform the Scope of Work in the Subaward is submitted to MDEQ with reimbursement requests in accordance therewith.

VII. Applicable Law

This MOU shall be governed by and construed in accordance with the laws of the State of Mississippi.

The Board of Aldermen unanimously resolved to authorize the Mayor and Mayor Pro Tem to sign this Memorandum of Understanding.

Agreed to this the _____ day of _____, 2024.

Wesley Hamlin, Mayor Pro Tem

Gene F. McGee, Mayor

ATTEST:

Paula Tierce, City Clerk

**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

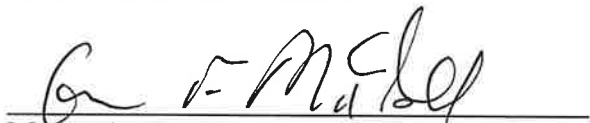


Chris Wells
Executive Director

4/7/23

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.

ABD 04192023

- 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
AGREEMENT MODIFICATION #1**

**STATE OF MISSISSIPPI
COUNTY OF HINDS**

MDEQ AGREEMENT NO. 63-1-DW-5.15

SUBAWARD AGREEMENT

This document is a Modification to the Subaward Agreement between the Mississippi Department of Environmental Quality ("MDEQ"), a pass-through entity as defined in 2 CFR 200.1, and City of Ridgeland, UEI Number: P7XTS2JAMHC9 ("SUBRECIPIENT", and together with MDEQ, the "Parties", and each, a "Party") which was entered into on the 7th day of April, 2023.

WITNESSETH THAT:

Whereas, MDEQ has determined that a modification of the Agreement is required.

IT IS NOW THEREFORE AGREED BY THE PARTIES THAT:

1) Article 20. **COMPLIANCE WITH LAWS** is revised as follows:

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

SUBRECIPIENT along with any sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d *et seq.*), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this Agreement. Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d *et seq.*, as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this Agreement. Further, SUBRECIPIENT agrees to comply with the provisions of Attachment D to this Agreement.

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

SUBRECIPIENT is required to review and understand the requirements, limitations and restrictions placed upon them under ARPA, including the information provided by the State and Local Fiscal Recovery Fund Final Rule.¹

SUBRECIPIENT is required to review and understand the requirements, limitations and restrictions placed upon them under the Mississippi Municipality and County Water Infrastructure Grant Program Act of 2022 (Miss. Code Ann. § 49-2-131).²

SUBRECIPIENT is required to review and understand the requirements, limitations and restrictions placed upon them under the Regulations promulgated by MDEQ.³

2) Attachment D is added to the Agreement as attached.

[SIGNATURE PAGE FOLLOWS]

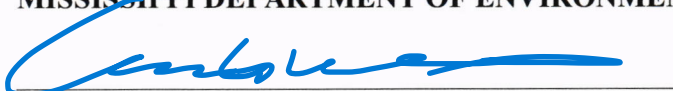
¹ <https://www.govinfo.gov/content/pkg/FR-2022-01-27/pdf/2022-00292.pdf>

² <http://billstatus.ls.state.ms.us/documents/2023/pdf/SB/2400-2499/SB2444SG.pdf>

³ <https://mswaterinfrastructure.com/wp-content/uploads/2022/07/MCWI-Grant-Program-Regulations-revised-12-16-22.pdf>

Except as it is modified by the provisions of Agreement Modification No. 1, this Agreement shall remain in full force and effect and all other provisions thereof are hereby incorporated and reaffirmed as if fully set forth herein.

MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY

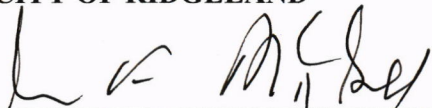


Chris Wells
Executive Director

6/6/23

Date

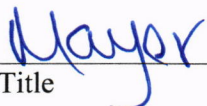
CITY OF RIDGELAND



Mayor Gene McGee
Signature of Authorized Representative



Gene McGee
Printed Name



Title

6-1-2023

Date

ATTACHMENT D

ASSURANCES OF COMPLIANCE WITH CIVIL RIGHTS REQUIREMENTS

ASSURANCE OF COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

As a condition of receipt of federal financial assistance from the Department of the Treasury, SUBRECIPIENT provides the assurances stated herein. The federal financial assistance may include federal grants, loans and contracts to provide assistance to SUBRECIPIENT's beneficiaries, the use or rent of Federal land or property at below market value, Federal training, a loan of Federal personnel, subsidies, and other arrangements with the intention of providing assistance. Federal financial assistance does not encompass contracts of guarantee or insurance, regulated programs, licenses, procurement contracts by the Federal government at market value, or programs that provide direct benefits.

The assurances apply to all federal financial assistance from or funds made available through the Department of the Treasury, including any assistance that SUBRECIPIENT may request in the future.

The Civil Rights Restoration Act of 1987 provides that the provisions of the assurances apply to all of the operations of SUBRECIPIENT's program(s) and activity(ies), so long as any portion of SUBRECIPIENT's program(s) or activity(ies) is federally assisted in the manner prescribed above.

1. SUBRECIPIENT ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal financial assistance, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d *et seq.*), as implemented by the Department of the Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166, directives, circulars, policies, memoranda, and/or guidance documents.

2. SUBRECIPIENT acknowledges that Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency," seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English proficiency (LEP). SUBRECIPIENT understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury's implementing regulations. Accordingly, SUBRECIPIENT shall initiate reasonable steps, or comply with the Department of the Treasury's directives, to ensure that LEP persons have meaningful access to its programs, services, and activities. SUBRECIPIENT understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in SUBRECIPIENT's programs, services, and activities.

3. SUBRECIPIENT agrees to consider the need for language services for LEP persons when SUBRECIPIENT develops applicable budgets and conducts programs, services, and activities. As a resource, the Department of the Treasury has published its LEP guidance at 70 FR 6067. For more information on taking reasonable steps to provide meaningful access for LEP persons, please visit <http://www.lep.gov>.

4. SUBRECIPIENT acknowledges and agrees that compliance with the assurances constitutes a condition of continued receipt of federal financial assistance and is binding upon SUBRECIPIENT and SUBRECIPIENT's successors, transferees, and assignees for the period in which such assistance is provided.

5. SUBRECIPIENT understands and agrees that if any real property or structure is provided or improved with the aid of federal financial assistance by the Department of the Treasury, this assurance obligates SUBRECIPIENT, or in the case of a subsequent transfer, the transferee, for the period during which the real property or structure is used for a purpose for which the federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is provided, this assurance obligates SUBRECIPIENT for the period during which it retains ownership or possession of the property.

6. SUBRECIPIENT shall cooperate in any enforcement or compliance review activities by the Department of the Treasury of the aforementioned obligations. Enforcement may include investigation, arbitration, mediation, litigation, and monitoring of any settlement agreements that may result from these actions. SUBRECIPIENT shall comply with information requests, on-site compliance reviews and reporting requirements.

7. SUBRECIPIENT shall maintain a complaint log and inform the Department of the Treasury of any complaints of discrimination on the grounds of race, color, or national origin, and limited English proficiency covered by Title VI of the Civil Rights Act of 1964 and implementing regulations and provide, upon request, a list of all such reviews or proceedings based on the complaint, pending or completed, including outcome. SUBRECIPIENT also must inform the Department of the Treasury if SUBRECIPIENT has received no complaints under Title VI.

8. SUBRECIPIENT must provide documentation of an administrative agency's or court's findings of non-compliance of Title VI and efforts to address the non-compliance, including any voluntary compliance or other agreements between the SUBRECIPIENT and the administrative agency that made the finding. If SUBRECIPIENT settles a case or matter alleging such discrimination, SUBRECIPIENT must provide documentation of the settlement. If SUBRECIPIENT has not been the subject of any court or administrative agency finding of discrimination, please so state.

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY OF RIDGELAND BOARD OF ALDERMAN
AND
MAYOR GENE F. MCGEE**

This Memorandum of Understanding (“MOU”) is entered into by and between the City of Ridgeland (“Municipality”) Board of Alderman (“Board”) and the Mayor of the City of Ridgeland (“Mayor”), hereinafter the Parties. In consideration of those mutual undertakings, the Parties agree as follows:

WHEREAS, the Board, is designated to accept and administer funds from the federal American Rescue Plan Act (“ARPA”), sections 602 and 603 of the Social Security Act as added by section 9901 of the American Rescue Plan Act of 2021 (the “Act”), Pub. L. No. 117-2 (Mar. 11, 2021); and

WHEREAS, the Mayor is tasked with overseeing the day to day operations of the Municipality, including but not limited to utilities, specifically drinking water, wastewater and stormwater projects; and

WHEREAS, the Board must approve the Municipality’s budget and the Mayor executes the expenditures; and

WHEREAS, the Parties desire to enter into this MOU to memorialize their understanding of the mutual advantages of this cooperative relationship.

NOW, THEREFORE, the Parties agree to the terms and conditions set forth below:

I. Purpose

The purpose of this MOU is to memorialize an agreement to obligate the Municipality’s ARPA State and Local Fiscal Recovery Funds (“Funds”) for those purposes set forth in the Subaward Agreement between the City of Ridgeland and the Mississippi Department of Environmental Quality (“MDEQ”), MDEQ Agreement No. 64-1-DW-5.15 set forth in Attachment “A” for South Highland Colony Parkway Water Storage Tank and Water Supply Well project, hereby adopted and incorporated by reference herein, along with any current or future modifications thereto (“MDEQ Subaward Agreement”).

II. Conditions and Scope

The Board agrees to appropriate, and the Mayor agrees to expend the Funds to perform the “Scope of Work,” as set forth in Attachment A and Article 2 of the MDEQ Subaward Agreement, for the “Project” as set forth in Article 2 of the MDEQ Subaward Agreement.

III. Amount

The Board agrees to provide and obligate the Funds in an amount not to exceed the funds as set forth in Article 7.A.ii of the MDEQ Subaward Agreement. and the Mayor agrees to expend the Funds in such amount.

IV. Term

The MOU shall be effective from the date executed below and shall expire on January 1, 2027.

V. Binding Effect

The MOU shall be binding upon the Parties hereto and upon any respective successors and assigns of the Parties.

VI. Obligation of the Parties

The Parties agree to the following obligations under this MOU:

- a. The Board agrees to provide the Mayor the Funds in an amount not to exceed the amount set forth in Article 7.A.ii of the MDEQ Subaward Agreement.
- b. The Mayor shall expend the Funds in amount not to exceed the amount set forth in Article 7.A.ii of the MDEQ Subaward Agreement to pay for the cost of the Scope of Work necessary to implement the Project.
- c. The Mayor shall follow federal and state procurement and expenditure requirements as required by and set forth in the MDEQ Subaward Agreement.
- d. The Mayor shall ensure a complete procurement file for each contract necessary to perform the Scope of Work in the Subaward is submitted to MDEQ with reimbursement requests in accordance therewith.

VII. Applicable Law

This MOU shall be governed by and construed in accordance with the laws of the State of Mississippi.

The Board of Aldermen unanimously resolved to authorize the Mayor and Mayor Pro Tem to sign this Memorandum of Understanding.

Agreed to this the _____ day of _____, 2024.

Wesley Hamlin, Mayor Pro Tem

Gene F. McGee, Mayor

ATTEST:

Paula Tierce, City Clerk

**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

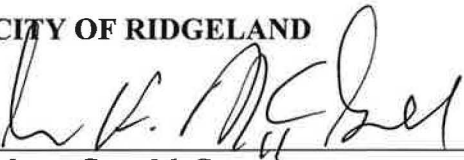


Chris Wells
Executive Director

4/26/23

Date

CITY OF RIDGELAND



Mayor Gene McGee
Signature of Authorized Representative

Gene McGee

Gene McGee
Printed Name

Mayor

Title

4/18/23

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 June 26, 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 July 25, 2023, advertise each construction contract for bids;
 - d. On or about September 8, 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.

**MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY
MISSISSIPPI MUNICIPALITY AND COUNTY WATER INFRASTRUCTURE GRANT
AGREEMENT MODIFICATION #1**

**STATE OF MISSISSIPPI
COUNTY OF HINDS**

MDEQ AGREEMENT NO. 64-1-DW-5.15

SUBAWARD AGREEMENT

This document is a Modification to the Subaward Agreement between the Mississippi Department of Environmental Quality ("MDEQ"), a pass-through entity as defined in 2 CFR 200.1, and City of Ridgeland, UEI Number: P7XTS2JAMHC9 ("SUBRECIPIENT", and together with MDEQ, the "Parties", and each, a "Party") which was entered into on the 26th day of April, 2023.

WITNESSETH THAT:

Whereas, MDEQ has determined that a modification of the Agreement is required.

IT IS NOW THEREFORE AGREED BY THE PARTIES THAT:

1) Article 20. **COMPLIANCE WITH LAWS** is revised as follows:

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

SUBRECIPIENT along with any sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d *et seq.*), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this Agreement. Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d *et seq.*, as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this Agreement. Further, SUBRECIPIENT agrees to comply with the provisions of Attachment D to this Agreement.

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

SUBRECIPIENT is required to review and understand the requirements, limitations and restrictions placed upon them under ARPA, including the information provided by the State and Local Fiscal Recovery Fund Final Rule.¹

SUBRECIPIENT is required to review and understand the requirements, limitations and restrictions placed upon them under the Mississippi Municipality and County Water Infrastructure Grant Program Act of 2022 (Miss. Code Ann. § 49-2-131).²

SUBRECIPIENT is required to review and understand the requirements, limitations and restrictions placed upon them under the Regulations promulgated by MDEQ.³

2) Attachment D is added to the Agreement as attached.

[SIGNATURE PAGE FOLLOWS]

¹ <https://www.govinfo.gov/content/pkg/FR-2022-01-27/pdf/2022-00292.pdf>

² <http://billstatus.ls.state.ms.us/documents/2023/pdf/SB/2400-2499/SB2444SG.pdf>

³ <https://mswaterinfrastructure.com/wp-content/uploads/2022/07/MCWI-Grant-Program-Regulations-revised-12-16-22.pdf>

Except as it is modified by the provisions of Agreement Modification No. 1, this Agreement shall remain in full force and effect and all other provisions thereof are hereby incorporated and reaffirmed as if fully set forth herein.

MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY

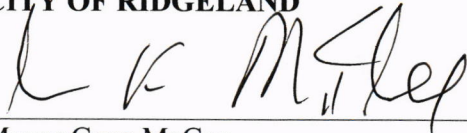


Chris Wells
Executive Director

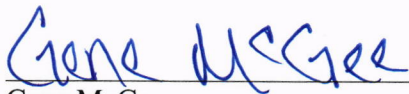
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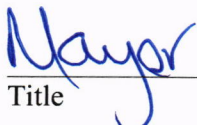
CITY OF RIDGELAND



Mayor Gene McGee
Signature of Authorized Representative



Gene McGee
Printed Name



Title

6-6-2023

Date

ATTACHMENT D

ASSURANCES OF COMPLIANCE WITH CIVIL RIGHTS REQUIREMENTS

ASSURANCE OF COMPLIANCE WITH TITLE VI OF THE

CIVIL RIGHTS ACT OF 1964

As a condition of receipt of federal financial assistance from the Department of the Treasury, SUBRECIPIENT provides the assurances stated herein. The federal financial assistance may include federal grants, loans and contracts to provide assistance to SUBRECIPIENT's beneficiaries, the use or rent of Federal land or property at below market value, Federal training, a loan of Federal personnel, subsidies, and other arrangements with the intention of providing assistance. Federal financial assistance does not encompass contracts of guarantee or insurance, regulated programs, licenses, procurement contracts by the Federal government at market value, or programs that provide direct benefits.

The assurances apply to all federal financial assistance from or funds made available through the Department of the Treasury, including any assistance that SUBRECIPIENT may request in the future.

The Civil Rights Restoration Act of 1987 provides that the provisions of the assurances apply to all of the operations of SUBRECIPIENT's program(s) and activity(ies), so long as any portion of SUBRECIPIENT's program(s) or activity(ies) is federally assisted in the manner prescribed above.

1. SUBRECIPIENT ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal financial assistance, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d *et seq.*), as implemented by the Department of the Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166, directives, circulars, policies, memoranda, and/or guidance documents.

2. SUBRECIPIENT acknowledges that Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency," seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English proficiency (LEP). SUBRECIPIENT understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury's implementing regulations. Accordingly, SUBRECIPIENT shall initiate reasonable steps, or comply with the Department of the Treasury's directives, to ensure that LEP persons have meaningful access to its programs, services, and activities. SUBRECIPIENT understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in SUBRECIPIENT's programs, services, and activities.

3. SUBRECIPIENT agrees to consider the need for language services for LEP persons when SUBRECIPIENT develops applicable budgets and conducts programs, services, and activities. As a resource, the Department of the Treasury has published its LEP guidance at 70 FR 6067. For more information on taking reasonable steps to provide meaningful access for LEP persons, please visit <http://www.lep.gov>.

4. SUBRECIPIENT acknowledges and agrees that compliance with the assurances constitutes a condition of continued receipt of federal financial assistance and is binding upon SUBRECIPIENT and SUBRECIPIENT's successors, transferees, and assignees for the period in which such assistance is provided.

5. SUBRECIPIENT understands and agrees that if any real property or structure is provided or improved with the aid of federal financial assistance by the Department of the Treasury, this assurance obligates SUBRECIPIENT, or in the case of a subsequent transfer, the transferee, for the period during which the real property or structure is used for a purpose for which the federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is provided, this assurance obligates SUBRECIPIENT for the period during which it retains ownership or possession of the property.

6. SUBRECIPIENT shall cooperate in any enforcement or compliance review activities by the Department of the Treasury of the aforementioned obligations. Enforcement may include investigation, arbitration, mediation, litigation, and monitoring of any settlement agreements that may result from these actions. SUBRECIPIENT shall comply with information requests, on-site compliance reviews and reporting requirements.

7. SUBRECIPIENT shall maintain a complaint log and inform the Department of the Treasury of any complaints of discrimination on the grounds of race, color, or national origin, and limited English proficiency covered by Title VI of the Civil Rights Act of 1964 and implementing regulations and provide, upon request, a list of all such reviews or proceedings based on the complaint, pending or completed, including outcome. SUBRECIPIENT also must inform the Department of the Treasury if SUBRECIPIENT has received no complaints under Title VI.

8. SUBRECIPIENT must provide documentation of an administrative agency's or court's findings of non-compliance of Title VI and efforts to address the non-compliance, including any voluntary compliance or other agreements between the SUBRECIPIENT and the administrative agency that made the finding. If SUBRECIPIENT settles a case or matter alleging such discrimination, SUBRECIPIENT must provide documentation of the settlement. If SUBRECIPIENT has not been the subject of any court or administrative agency finding of discrimination, please so state.

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY OF RIDGELAND BOARD OF ALDERMAN
AND
MAYOR GENE F. MCGEE**

This Memorandum of Understanding (“MOU”) is entered into by and between the City of Ridgeland (“Municipality”) Board of Alderman (“Board”) and the Mayor of the City of Ridgeland (“Mayor”), hereinafter the Parties. In consideration of those mutual undertakings, the Parties agree as follows:

WHEREAS, the Board, is designated to accept and administer funds from the federal American Rescue Plan Act (“ARPA”), sections 602 and 603 of the Social Security Act as added by section 9901 of the American Rescue Plan Act of 2021 (the “Act”), Pub. L. No. 117-2 (Mar. 11, 2021); and

WHEREAS, the Mayor is tasked with overseeing the day to day operations of the Municipality, including but not limited to utilities, specifically drinking water, wastewater and stormwater projects; and

WHEREAS, the Board must approve the Municipality’s budget and the Mayor executes the expenditures; and

WHEREAS, the Parties desire to enter into this MOU to memorialize their understanding of the mutual advantages of this cooperative relationship.

NOW, THEREFORE, the Parties agree to the terms and conditions set forth below:

I. Purpose

The purpose of this MOU is to memorialize an agreement to obligate the Municipality’s ARPA State and Local Fiscal Recovery Funds (“Funds”) for those purposes set forth in the Subaward Agreement between the City of Ridgeland and the Mississippi Department of Environmental Quality (“MDEQ”), MDEQ Agreement No. 600-2-SW-5.6 set forth in Attachment “A” for Purple Creek Drainage Basin Improvements, hereby adopted and incorporated by reference herein, along with any current or future modifications thereto (“MDEQ Subaward Agreement”).

II. Conditions and Scope

The Board agrees to appropriate, and the Mayor agrees to expend the Funds to perform the “Scope of Work,” as set forth in Attachment A and Article 2 of the MDEQ Subaward Agreement, for the “Project” as set forth in Article 2 of the MDEQ Subaward Agreement.

III. Amount

The Board agrees to provide and obligate the Funds in an amount not to exceed the funds as set forth in Article 7.A.ii of the MDEQ Subaward Agreement, and the Mayor agrees to expend the Funds in such amount.

IV. Term

The MOU shall be effective from the date executed below and shall expire on January 1, 2027.

V. Binding Effect

The MOU shall be binding upon the Parties hereto and upon any respective successors and assigns of the Parties.

VI. Obligation of the Parties

The Parties agree to the following obligations under this MOU:

- a. The Board agrees to provide the Mayor the Funds in an amount not to exceed the amount set forth in Article 7.A.ii of the MDEQ Subaward Agreement.
- b. The Mayor shall expend the Funds in amount not to exceed the amount set forth in Article 7.A.ii of the MDEQ Subaward Agreement to pay for the cost of the Scope of Work necessary to implement the Project.
- c. The Mayor shall follow federal and state procurement and expenditure requirements as required by and set forth in the MDEQ Subaward Agreement.
- d. The Mayor shall ensure a complete procurement file for each contract necessary to perform the Scope of Work in the Subaward is submitted to MDEQ with reimbursement requests in accordance therewith.

VII. Applicable Law

This MOU shall be governed by and construed in accordance with the laws of the State of Mississippi.

The Board of Aldermen unanimously resolved to authorize the Mayor and Mayor Pro Tem to sign this Memorandum of Understanding.

Agreed to this the _____ day of _____, 2024.

Wesley Hamlin, Mayor Pro Tem

Gene F. McGee, Mayor

ATTEST:

Paula Tierce, City Clerk

**MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY
MISSISSIPPI MUNICIPALITY AND COUNTY WATER INFRASTRUCTURE GRANT
AGREEMENT MODIFICATION #1**

**STATE OF MISSISSIPPI
COUNTY OF HINDS**

MDEQ AGREEMENT NO. 600-2-SW-5.6

SUBAWARD AGREEMENT

This document is a Modification to the Subaward Agreement between the Mississippi Department of Environmental Quality ("MDEQ"), a pass-through entity as defined in 2 C.F.R. 200.1, and the City of Ridgeland, UEI Number: P7XTS2JAMHC9 ("SUBRECIPIENT", and together with MDEQ, the "Parties", and each, a "Party") which was entered into on the 14th day of July 2023.

WITNESSETH THAT:

Whereas, MDEQ has determined that a modification of the Agreement is required:

IT IS NOW THEREFORE AGREED BY THE PARTIES THAT:

Section 7. **CONSIDERATION AND PAYMENT**, Subsections A-C. are revised as follows:

7. CONSIDERATION AND PAYMENT

A. *Project Cost.* The total Project cost shall not exceed **\$4,258,714.36**, with said amount broken down as follows:

- i. MCWI Grant Funds shall not exceed **\$1,838,541.60**;
- 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 **\$0.00**;
- iii. Any LFRF transferred to SUBRECIPIENT from a county or municipality ("Transferred LFRF") shall not exceed **\$1,838,541.60**;
- iv. Any other funds that SUBRECIPIENT obligates(ed) to the project that are not eligible for MCWI match ("Other Funds") shall not exceed **\$581,631.16**.

B. Professional fees that will be reimbursed with MCWI Grant Funds shall not exceed **\$170,348.57**. 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 Eight Hundred Thirty-Eight Thousand Five Hundred Forty-One Dollars and Sixty Cents (\$1,838,541.60)** (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.

Attachment A - Project Name, Scope of Work and Project Timeline and Requirements is replaced with the revised document attached.

{Signature Page Follows}

Except as it is modified by the provisions of **Agreement Modification No. 1**, this Agreement shall remain in full force and effect and all other provisions thereof are hereby incorporated and reaffirmed as if fully set forth herein.

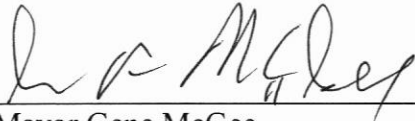
MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY



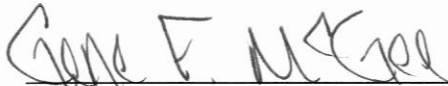
Chris Wells
Executive Director

5/22/24
Date

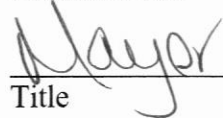
CITY OF RIDGELAND



Mayor Gene McGee
Signature of Authorized Representative



Gene McGee
Printed Name



Title

5-7-2024
Date

ATTACHMENT A

PROJECT NAME, SCOPE OF WORK AND PROJECT TIMELINE AND REQUIREMENTS

PROJECT NAME

Purple Creek Basin Drainage Improvements

SCOPE OF WORK

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

The Project includes creating additional storage and restoration at the proposed Freedom Ridge Upper Pond area, rehabilitation and expanding storage capacity at the existing retention facility at Freedom Ridge Park, improvement of the hydraulic capacity and streambank of the Purple Creek tributary channel between Freedom Ridge Park and Highway 51, and associated appurtenances.

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 June 18, 2024, submit a complete set of plans, specifications, contract documents on each construction contract, and all applicable permits and agency approvals, if not already submitted to MDEQ;
- c. On or about June 27, 2024, advertise each construction contract for bids, if not already submitted to MDEQ;

- d. On or about July 30, 2024, 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>.

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

**STATE OF MISSISSIPPI
COUNTY OF HINDS**

MDEQ AGREEMENT NO. 600-2-SW-5.6

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 Municipality and County Water Infrastructure Grant Program Act of 2022 (Miss. Code Ann. § 49-2-131), provided through funds awarded to the State of Mississippi pursuant to the American Rescue Plan Act of 2021 (“ARPA”), Public Law 117-2 (March 11, 2021), provided through the U.S. Department of Treasury pursuant to Federal Award # SLFRP0003 and CFDA No. 21.027 (Coronavirus State and Local Fiscal Recovery Funds) awarded on May 10, 2021, and subsequently to MDEQ through Mississippi Senate Bill 3056, 2022 Regular Session (April 26, 2022) and Mississippi House Bill 1716, 2023 Regular Session (March 22, 2023).

2. PROJECT

Under this Agreement, MDEQ agrees to disburse funds to SUBRECIPIENT in accordance with the terms herein to reimburse the costs associated with SUBRECIPIENT’s implementation of the project entitled “Purple Creek Basin Drainage Improvements” (the “Project”).

3. PURPOSE

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

4. SCOPE OF WORK

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

5. TERMS AND CONDITIONS

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

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

6. **PERIOD OF PERFORMANCE**

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

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

7. **CONSIDERATION AND PAYMENT**

A. *Project Cost.* The total Project cost shall not exceed **\$3,838,540.00**, with said amount broken down as follows:

i. MCWI Grant Funds shall not exceed **\$1,838,541.60**;

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 **\$0.00**;

iii. Any LFRF transferred to SUBRECIPIENT from a county or municipality (“Transferred LFRF”) shall not exceed **\$1,838,541.60**;

iv. Any other funds that SUBRECIPIENT obligates(ed) to the project that are not eligible for MCWI match (“Other Funds”) shall not exceed **\$161,456.80**.

B. Professional fees that will be reimbursed with MCWI Grant Funds shall not exceed **\$153,541.60**. 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 Eight Hundred Thirty-Eight Thousand Five Hundred Forty-One Dollars and Sixty Cents (\$1,838,541.60)** (the “Maximum Amount”).

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

8. **AMENDMENTS OR MODIFICATION**

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

9. **PROGRESS REPORTS**

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

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

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

10. **FAILURE TO TIMELY PERFORM**

SUBRECIPIENT shall take all reasonable measures to ensure MCWI Grant Funds and LFRF used for MCWI matching funds are obligated by 11:59 p.m. on August 30, 2024. SUBRECIPIENT acknowledges and agrees that its failure to obligate MCWI Grant Funds and

LFRF used for MCWI matching funds by 11:59 p.m. on August 30, 2024, may result in MDEQ modifying the MCWI Grant Funds awarded or terminating this Agreement.

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

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

11. FINAL PAYMENT AND REPORT

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

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

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

12. FINANCIAL MANAGEMENT AND COMPLIANCE

MDEQ requires that SUBRECIPIENT have in place, prior to the receipt of funds, a financial management system that will be able to isolate and trace every dollar funded under this Agreement from receipt to expenditure and have on file appropriate support documentation for each transaction. Examples of documentation include but are not limited to copies of checks paid

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

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

13. **CONTRACTS**

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

14. **APPLICABLE LAW**

The Agreement shall be governed by and construed in accordance with the laws and regulations of the State of Mississippi and applicable federal law excluding, its conflict of laws provisions, and any litigation with respect thereto shall be brought in the courts of the State.

SUBRECIPIENT shall comply with applicable federal, state, and local laws and regulations, including, but not limited to, the following:

A. *Authorizing Statutes.* Section 603 of the Social Security Act (42 U.S.C. § 803), as added by section 9901 of the American Rescue Plan Act of 2021 (Pub. L. No. 117-2) and the Mississippi Municipality and County Water Infrastructure Grant Program Act of 2022 (Miss. Code Ann. § 49-2-131).

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

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

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

15. **AVAILABILITY OF FUNDS**

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

16. **REPRESENTATION REGARDING CONTINGENT FEES**

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

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

17. **REPRESENTATION REGARDING GRATUITIES**

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

18. **UNIFORM ADMINISTRATIVE REQUIREMENTS**

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

The applicable UG provisions are as follows:

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

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

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

19. **SUBAWARDS**

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

20. **COMPLIANCE WITH LAWS**

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

SUBRECIPIENT along with any sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d *et seq.*), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this Agreement. Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d *et seq.*, as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this Agreement. Further, SUBRECIPIENT agrees to comply with the provisions of Attachment D to this Agreement.

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

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

SUBRECIPIENT is required to review and understand the requirements, limitations and restrictions placed upon them under the Mississippi Municipality and County Water Infrastructure Grant Program Act of 2022 (Miss. Code Ann. § 49-2-131).³

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

³ <http://billstatus.ls.state.ms.us/documents/2023/pdf/SB/2400-2499/SB2444SG.pdf>

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

21. **STOP WORK ORDER**

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

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

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

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

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

22. **E-PAYMENT**

SUBRECIPIENT agrees to accept all payments in United States currency via the State of Mississippi's electronic payment and remittance vehicle. MDEQ agrees to make payment in

⁴ <https://mswaterinfrastructure.com/wp-content/uploads/2022/07/MCWI-Grant-Program-Regulations-revised-12-16-22.pdf>

accordance with Mississippi law on “Timely Payments for Purchases by Public Bodies,” which generally provides for payment of undisputed amounts by the agency within forty-five (45) days of receipt of invoice. Miss. Code Ann. § 31-7-305.

23. **INTERVENTIONS**

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

If MDEQ determines that an intervention is warranted, it shall provide written notice to SUBRECIPIENT of the intervention within thirty (30) days of the completion of a report review, desk review, onsite review, audit review, or procedures engagement review, or as soon as possible after MDEQ otherwise learns of a compliance or performance deficiency related to the execution of this Agreement. The written notice shall notify SUBRECIPIENT of the following related to the intervention:

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

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

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

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

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

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

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

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

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

24. **E-VERIFICATION**

If applicable, SUBRECIPIENT represents and certifies that it will ensure its compliance with the Mississippi Employment Protection Act of 2008 and will register and participate in the status verification system for all newly hired employees. Miss. Code Ann. §§ 71-11-1, *et seq.* The term “employee” as used herein means any person that is hired to perform work within the State. As used herein, “status verification system” means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. SUBRECIPIENT agrees to maintain records of such compliance. Upon request of the State of Mississippi and after approval of the Social Security Administration or Department of Homeland Security, when required, SUBRECIPIENT agrees to provide a copy of each such verification. SUBRECIPIENT further represents and certifies that any person assigned to perform services hereafter meets the employment eligibility requirements of all immigration laws.

25. **TRANSPARENCY**

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

26. **PAYMODE**

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

agrees that MDEQ is exempt from the payment of taxes. All payments shall be in United States currency.

27. **TERMINATION**

The Agreement may be terminated as follows:

A. *Termination For Convenience.*

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

B. *Termination For Default.*

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

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

C. *Termination Upon Bankruptcy.*

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

28. **DISPUTES**

Before pleading to any judicial system at any level, SUBRECIPIENT must exhaust all administrative remedies. A written complaint must first be sent to the Executive Director of MDEQ. The decision of the Executive Director shall be reduced to writing and a copy thereof mailed or furnished to SUBRECIPIENT within fourteen (14) days after receipt of information

requested by MDEQ or the Executive Director. If the decision of the Executive Director does not resolve the matter, successive administrative remedies may, at SUBRECIPIENT's option, include bringing the complaint before the Mississippi Commission on Environmental Quality pursuant to Miss. Code Ann. §§ 49-17-35 and -41. In the alternative, at SUBRECIPIENT's option, the decision of the Executive Director may be deemed the final agency action on the complaint. Appeals from the decision of the Executive Director or the Commission shall follow procedures outlined in Miss. Code Ann. § 49-17-41.

29. **ANTI-ASSIGNMENT/CONTRACTING**

SUBRECIPIENT shall not assign, contract, or otherwise transfer this Agreement, in whole or in part without the prior written consent of MDEQ, which MDEQ may, in its sole discretion, approve or deny without reason. Any attempted assignment or transfer of its obligations without such consent shall be null and void. No such approval by MDEQ of any contract shall be deemed in any way to provide for the incurrence of any obligation of MDEQ in excess of the Maximum MCWI Grant Fund amount set forth in this Agreement, nor create any contractual relationship between MDEQ and any Contracted Parties. Contracts shall be subject to the terms and conditions of this Agreement and to any conditions of approval that MDEQ may deem necessary. Subject to the foregoing, this Agreement shall be binding upon the respective successors and assigns of the Parties.

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

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

31. **DEBARMENT AND SUSPENSION**

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

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

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

C. have not, within a three (3) year period preceding this Agreement, been convicted of or had a civil judgment rendered against it for a violation of federal or state

antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

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

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

32. **FAILURE TO ENFORCE**

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

33. **INDEMNIFICATION**

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

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

34. **SUBRECIPIENT STATUS**

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

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

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

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

35. **INSURANCE**

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

36. **ENTIRE AGREEMENT**

This Agreement, including all attachments, represents the entire and integrated agreement between the Parties hereto and supersedes all prior negotiations, representations or agreements, irrespective of whether written or oral. This Agreement may be altered, amended, or modified only by a written document executed by MDEQ and SUBRECIPIENT. SUBRECIPIENT acknowledges that it has thoroughly read this Agreement and all its attachments and has had the opportunity to receive competent advice and counsel necessary for it to form a full and complete understanding of all rights and obligations herein.

37. **ORAL STATEMENTS**

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

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

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

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

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

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

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

39. **RIGHT TO AUDIT**

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

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

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

41. **SEVERABILITY**

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

42. **THIRD PARTY ACTION NOTIFICATION**

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

43. **CERTIFICATIONS**

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

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

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

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

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

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

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

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

44. **WAIVER**

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

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

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

From the date written notice of any such contract award is received and until ten (10) business days after the receipt of the employment plan by MDES, the Contracted Party and any subcontractors shall not hire any personnel to fill vacant positions for the project except residents of the State of Mississippi who are to be verified by MDES and/or those qualified individuals who are submitted by MDES. However, the Contracting Party or contractor is authorized to employ Mississippi residents to begin work immediately if such persons are verified by MDES after employment by the Contracting Party or contractor. SUBRECIPIENT shall vacate the contract award in the event the Contracting Party fails to comply with the provisions of Miss. Code Ann. § 31-5-37.

46. **CONFLICT OF INTEREST**

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

47. **SUCCESSORS AND ASSIGNS**

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

48. **NO THIRD-PARTY BENEFICIARIES**

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

49. **EVALUATION**

SUBRECIPIENT agrees to assist and cooperate with the MDEQ or its duly designated representatives in the monitoring of the Project(s) to which the Agreement relates, and to provide

in form and manner approved by MDEQ such monitoring reports, progress reports, and the like as may be required and to provide such reports at the times specified.

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

50. **VENUE**

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

51. **HEADINGS**

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

52. **NOTICES**

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

If to MDEQ:

Attention:
MCWI Contract Administration
515 East Amite Street
P.O. Box 2249
Jackson, MS 39201
E-mail: MCWIdocuments@mdeq.ms.gov

If to SUBRECIPIENT:

Attention:
Mayor Gene McGee
100 W. School Street
Ridgeland, MS 39157
Phone: (601) 856-7113
E-mail: mayor.mcgee@ridgelandms.org

53. **COUNTERPARTS**

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

[SIGNATURE PAGE FOLLOWS]

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

MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY

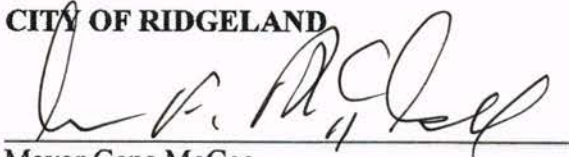


Chris Wells
Executive Director

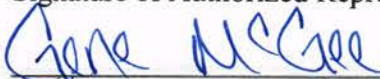
7/14/23

Date

CITY OF RIDGELAND



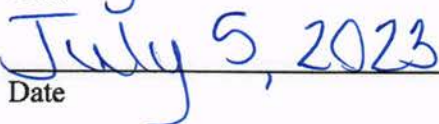
Mayor Gene McGee
Signature of Authorized Representative



Gene McGee
Printed Name



Title



Date

ATTACHMENT A

PROJECT NAME, SCOPE OF WORK AND PROJECT TIMELINE AND REQUIREMENTS

PROJECT NAME

Purple Creek Basin Drainage Improvements

SCOPE OF WORK

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

The Project includes creating additional storage and restoration at the proposed Freedom Ridge Upper Pond area, rehabilitation and expanding storage capacity at the existing retention facility at Freedom Ridge Park, improvement of the hydraulic capacity and streambank of the Purple Creek tributary channel between Freedom Ridge Park and Highway 51, and associated appurtenances.

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 April 24, 2024, submit a complete set of plans, specifications, contract documents on each construction contract, and all applicable permits and agency approvals, if not already submitted to MDEQ;
- c. On or about June 24, 2024, advertise each construction contract for bids;

- d. On or about July 23, 2024, but no later than 45 days after advertisement for construction bids on each construction contract, receive bids;
- e. No later than 60 days after receipt of bids on each construction contract, execute construction contract;
- f. No later than 15 days after execution of construction contract, submit the entire procurement file (including but not limited to the request for proposals, evidence of publication, MBE/WBE documentation, all received bids, evaluation and selection documentation, executed construction contracts, and professional services contracts);
- g. No later than 60 days after execution of each construction contract, execute and submit a copy of the notice to proceed;
- h. No later than 5 business days after the estimated completion of 25% of construction, submit a notice to MDEQ of such milestone;
- i. No later than 5 business days after the estimated completion of 50% of construction, submit a notice to MDEQ of such milestone;
- j. No later than 5 business days after the estimated completion of 75% of construction, submit a notice to MDEQ of such milestone;
- k. No later than 5 business days after completion of each construction contract, notify MDEQ of construction completion;
- l. No later than 30 days after the contract completion date on each construction contract, submit all change orders which include time extensions, or a request and justification for delaying MDEQ's final construction observation;
- m. Within 45 days of Project completion, but no later than September 30, 2026, whichever is earlier, unless an extension of this date is specifically authorized by MDEQ, SUBRECIPIENT must submit the following: Final Report, as listed in Article 11, the engineer's certification of compliance with plans, specifications, and contract documents; final professional services contract amendments, if any; and all other administrative forms and documents required by the Agreement.

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

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

ATTACHMENT B

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

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

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

ATTACHMENT C

SUBAWARD TERMS AND CONDITIONS FOR CONTRACTED PARTIES

1. AUTHORITY TO PARTICIPATE IN THIS AGREEMENT

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

2. DEBARMENT AND SUSPENSION

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

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

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

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

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

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

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

3. INDEMNIFICATION

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

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

4. RELATIONSHIP STATUS

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

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

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

5. ACCESS TO RECORDS

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

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

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

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

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

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

6. RECORD RETENTION AND RIGHT TO AUDIT

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

7. RIGHT TO INSPECT WORK; SITE ACCESS

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

8. CONFLICT OF INTEREST

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

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

9. COOPERATION AND EVALUATION

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

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

ATTACHMENT D

ASSURANCES OF COMPLIANCE WITH CIVIL RIGHTS REQUIREMENTS

ASSURANCE OF COMPLIANCE WITH TITLE VI OF THE

CIVIL RIGHTS ACT OF 1964

As a condition of receipt of federal financial assistance from the Department of the Treasury, SUBRECIPIENT provides the assurances stated herein. The federal financial assistance may include federal grants, loans and contracts to provide assistance to SUBRECIPIENT's beneficiaries, the use or rent of Federal land or property at below market value, Federal training, a loan of Federal personnel, subsidies, and other arrangements with the intention of providing assistance. Federal financial assistance does not encompass contracts of guarantee or insurance, regulated programs, licenses, procurement contracts by the Federal government at market value, or programs that provide direct benefits.

The assurances apply to all federal financial assistance from or funds made available through the Department of the Treasury, including any assistance that SUBRECIPIENT may request in the future.

The Civil Rights Restoration Act of 1987 provides that the provisions of the assurances apply to all of the operations of SUBRECIPIENT's program(s) and activity(ies), so long as any portion of SUBRECIPIENT's program(s) or activity(ies) is federally assisted in the manner prescribed above.

1. SUBRECIPIENT ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal financial assistance, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d *et seq.*), as implemented by the Department of the Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166, directives, circulars, policies, memoranda, and/or guidance documents.

2. SUBRECIPIENT acknowledges that Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency," seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English proficiency (LEP). SUBRECIPIENT understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury's implementing regulations. Accordingly, SUBRECIPIENT shall initiate reasonable steps, or comply with the Department of the Treasury's directives, to ensure that LEP persons have meaningful access to its programs, services, and activities. SUBRECIPIENT understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in SUBRECIPIENT's programs, services, and activities.

3. SUBRECIPIENT agrees to consider the need for language services for LEP persons when SUBRECIPIENT develops applicable budgets and conducts programs, services, and activities. As a resource, the Department of the Treasury has published its LEP guidance at 70 FR 6067. For more information on taking reasonable steps to provide meaningful access for LEP persons, please visit <http://www.lep.gov>.

4. SUBRECIPIENT acknowledges and agrees that compliance with the assurances constitutes a condition of continued receipt of federal financial assistance and is binding upon SUBRECIPIENT and SUBRECIPIENT's successors, transferees, and assignees for the period in which such assistance is provided.

5. SUBRECIPIENT understands and agrees that if any real property or structure is provided or improved with the aid of federal financial assistance by the Department of the Treasury, this assurance obligates SUBRECIPIENT, or in the case of a subsequent transfer, the transferee, for the period during which the real property or structure is used for a purpose for which the federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is provided, this assurance obligates SUBRECIPIENT for the period during which it retains ownership or possession of the property.

6. SUBRECIPIENT shall cooperate in any enforcement or compliance review activities by the Department of the Treasury of the aforementioned obligations. Enforcement may include investigation, arbitration, mediation, litigation, and monitoring of any settlement agreements that may result from these actions. SUBRECIPIENT shall comply with information requests, on-site compliance reviews and reporting requirements.

7. SUBRECIPIENT shall maintain a complaint log and inform the Department of the Treasury of any complaints of discrimination on the grounds of race, color, or national origin, and limited English proficiency covered by Title VI of the Civil Rights Act of 1964 and implementing regulations and provide, upon request, a list of all such reviews or proceedings based on the complaint, pending or completed, including outcome. SUBRECIPIENT also must inform the Department of the Treasury if SUBRECIPIENT has received no complaints under Title VI.

8. SUBRECIPIENT must provide documentation of an administrative agency's or court's findings of non-compliance of Title VI and efforts to address the non-compliance, including any voluntary compliance or other agreements between the SUBRECIPIENT and the administrative agency that made the finding. If SUBRECIPIENT settles a case or matter alleging such discrimination, SUBRECIPIENT must provide documentation of the settlement. If SUBRECIPIENT has not been the subject of any court or administrative agency finding of discrimination, please so state.

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY OF RIDGELAND BOARD OF ALDERMAN
AND
MAYOR GENE F. MCGEE**

This Memorandum of Understanding (“MOU”) is entered into by and between the City of Ridgeland (“Municipality”) Board of Alderman (“Board”) and the Mayor of the City of Ridgeland (“Mayor”), hereinafter the Parties. In consideration of those mutual undertakings, the Parties agree as follows:

WHEREAS, the Board, is designated to accept and administer funds from the federal American Rescue Plan Act (“ARPA”), sections 602 and 603 of the Social Security Act as added by section 9901 of the American Rescue Plan Act of 2021 (the “Act”), Pub. L. No. 117-2 (Mar. 11, 2021); and

WHEREAS, the Mayor is tasked with overseeing the day to day operations of the Municipality, including but not limited to utilities, specifically drinking water, wastewater and stormwater projects; and

WHEREAS, the Board must approve the Municipality’s budget and the Mayor executes the expenditures; and

WHEREAS, the Parties desire to enter into this MOU to memorialize their understanding of the mutual advantages of this cooperative relationship.

NOW, THEREFORE, the Parties agree to the terms and conditions set forth below:

I. Purpose

The purpose of this MOU is to memorialize an agreement to obligate the Municipality’s ARPA State and Local Fiscal Recovery Funds (“Funds”) for those purposes set forth in the Subaward Agreement between the City of Ridgeland and Madison County, MS, Agreement dated May 15, 2023 set forth in Attachment “A” for Improvements to Purple Creek Basin, hereby adopted and incorporated by reference herein, along with any current or future modifications thereto (“Madison County Subaward Agreement”).

II. Conditions and Scope

The Board agrees to appropriate and the Mayor agrees to expend the Funds to perform the “Scope of Work,” as set forth in Attachment A and Article 2 of the MDEQ Subaward Agreement, for the “Project” as set forth in Article 2 of the MDEQ Subaward Agreement.

III. Amount

The Board agrees to provide and obligate the Funds in an amount not to exceed the funds as set forth in Article 7.A.ii of the MDEQ Subaward Agreement, and the Mayor agrees to expend the Funds in such amount.

IV. Term

The MOU shall be effective from the date executed below and shall expire on January 1, 2027.

V. Binding Effect

The MOU shall be binding upon the Parties hereto and upon any respective successors and assigns of the Parties.

VI. Obligation of the Parties

The Parties agree to the following obligations under this MOU:

- a. The Board agrees to provide the Mayor the Funds in an amount not to exceed the amount set forth in Article 7.A.ii of the MDEQ Subaward Agreement.
- b. The Mayor shall expend the Funds in amount not to exceed the amount set forth in Article 7.A.ii of the MDEQ Subaward Agreement to pay for the cost of the Scope of Work necessary to implement the Project.
- c. The Mayor shall follow federal and state procurement and expenditure requirements as required by and set forth in the MDEQ Subaward Agreement.
- d. The Mayor shall ensure a complete procurement file for each contract necessary to perform the Scope of Work in the Subaward is submitted to MDEQ with reimbursement requests in accordance therewith.

VII. Applicable Law

This MOU shall be governed by and construed in accordance with the laws of the State of Mississippi.

The Board of Aldermen unanimously resolved to authorize the Mayor and Mayor Pro Tem to sign this Memorandum of Understanding.

Agreed to this the _____ day of _____, 2024.

Wesley Hamlin, Mayor Pro Tem

Gene F. McGee, Mayor

ATTEST:

Paula Tierce, City Clerk

Draft as of 5/1/2023

**MADISON COUNTY, MISSISSIPPI SUBRECIPIENT AGREEMENT
FOR USE OF ARPA FUNDS
FOR CITY OF RIDGELAND WATER INFRASTRUCTURE PROJECT**

THIS SUBRECIPIENT AGREEMENT (the "Agreement"), entered into and effective as of May 15, 2023 (the "Effective Date"), is by and between the Board of Supervisors of Madison County, Mississippi (the "County") and the City of Ridgeland ("Ridgeland").

In accordance with Title 2 U.S. Code of Federal Regulations (CFR) Part 200.332(a)(1), Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, the following notification is to designate the use of federal funds in this Subaward:

Subrecipient name (which must match the name associated with its unique entity identifier)	The City of Ridgeland
Subrecipient's Unique Entity Identifier	P7XTS2JAMHC9
Federal Award Identification Number	
Federal Award Date	December 19, 2022
Amount of Federal Funds Obligated by this action by the pass-through entity to the subrecipient	\$2,000,000.00
Total Amount of Federal Funds Obligated to the subrecipient by the pass-through entity including the current financial obligation	\$2,000,000.00
Total Amount of the Federal Award committed to the subrecipient by the pass-through entity	\$2,000,000.00
Federal Award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA)	Improvements to Purple Creek Basin
Name of Federal Awarding Agency	U.S Treasury
Name of Pass-Through Entity	Madison County, Mississippi
Assistance Listings number and Title	21.027 Coronavirus State and Local Fiscal Recovery Funds
Identification of whether the award is R&D	☐ Yes ☒ No
Indirect cost rate for the Federal award	☐ Federally approved indirect cost rate ☒ 10% ☐ None ☐ Other (specify)

Draft as of 5/1/2023

Recitals

WHEREAS, the American Rescue Plan Act, through the Coronavirus State and Local Fiscal Recovery Fund ("ARPA"), allotted approximately \$350 billion to assist state, local, tribal and territory governments in responding to COVID-19; and

WHEREAS, Sections 602(b) and 603(b) of the Social Security Act, as amended by Section 9901 of ARPA, Pub. L. No. 117-2 (March 11, 2021), authorized the U.S. Department of Treasury ("Treasury") to make payments to certain recipients under ARPA; and

WHEREAS, the County was allocated of \$20,642,090 to be received in two payments and, the County has deposited such monies in a separate fund ("Funds"); and

WHEREAS, Treasury has established a Final Rule, Overview, FAQ's and related guidance, as amended from time to time, including the Uniform Grant Guidance as codified in 2 C.F.R Part 200 (altogether, the "Guidance"), setting forth specific requirements for utilizing the funds, including the eligible uses thereof, received under ARPA; and

WHEREAS the Guidance states that recipients may use ARPA funds for a broad range of water and sewer projects; and

WHEREAS, in accordance with the Guidance and in the findings set forth by the County in its Minutes of the Board of Supervisors from its regular meeting of December 19, 2022 (the "Minutes"), the Governing Body desires to provide \$2,000,000 of its Funds to the City of Ridgeland for improvements to Purple Creek Basin as further described and identified in Attachment "A" (the "Project"); and

WHEREAS, the Project is provisionally determined to be eligible under ARPA and its Guidance.

NOW THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, the parties hereby agree to the following:

Obligations

Section 1. Eligibility. (a) The Project is provisionally determined to be eligible under ARPA and its Guidance.

(b) The County has no obligation to provide funding to Ridgeland for the Project. The provision of funds to Ridgeland for the Project is at the sole discretion of the County.

Section 2. Payment. (a) As consideration for the performance of the Project and in accordance with its Minutes, the County hereby grants Ridgeland the sum of Two Million Dollars (\$2,000,000)

Draft as of 5/1/2023

from its Funds to be used exclusively for the Project and shall transfer this amount to Ridgeland upon execution of this Agreement.

Section 3. Recoupment. The provision of funds under Section 2 to Ridgeland for the Project described herein is provisionally determined by the County to be eligible under ARPA and the Guidance. However, the County's provisional determination that such funding for the Project is eligible does not relieve Ridgeland of its duty to repay the County for any expenditures provided by the County from its Funds for the Project that are later determined by the County, the State or the Federal government to be ineligible. **Consequently, by accepting any funds from the County's Funds, as provided herein, Ridgeland is certifying that it will, upon request, return to the County the full amount of any expended funds found to be inconsistent with the provisions herein, ARPA or the Guidance.**

Section 4. Period of Performance. (a) The Period of Performance shall commence upon the execution of this agreement. Costs incurred on March 3, 2021, or thereafter, but prior to the commencement of the Period of Performance may be reimbursed provided the County determines such costs are allowable and eligible. Ridgeland agrees to complete the Project within this Period of Performance, unless otherwise specified in writing by the County. If, at any time during the Period of Performance of this Agreement, Ridgeland determines, based on the tasks performed to date, that the Project cannot be completed within the Period of Performance, Ridgeland shall so notify the County immediately in writing.

(b) Ridgeland shall take all reasonable measures to ensure that Funds are obligated by 11:59 p.m. on September 30, 2024 and expended by September 30, 2026, unless the United States Congress enacts an extension of the deadline for the availability of ARPA funds, in which case the Parties agree to extend this Agreement in accordance with the United States Congress. Ridgeland acknowledges and agrees that its failure to obligate Funds by 11:59 p.m. on September 30, 2024, may result in the County modifying the Funds awarded or terminating this Agreement.

Section 5. Records. For a period of five (5) years, Ridgeland shall generate, maintain and provide all records as required by applicable law, including those records required by the United States or by the County to satisfy the County's records, audit and reporting obligations imposed on it under ARPA as a result of the Project. At any time prior to the termination of this Agreement, the County may request any documentation related to the Project and Ridgeland shall, within three (3) business days, provide the same to the County.

Section 6. Monitoring. (a) Ridgeland shall monitor the work performed on the Project to confirm the work meets all necessary requirements at law and shall, upon request and in accordance with the subrecipient monitoring plan to be provided by the County, periodically provide a report to the County on the status of the Project. Likewise, the County shall monitor the disbursement of its Funds for the Project. Such monitoring procedures may include, but not be limited to, on-site visits by the County, or any of its authorized representatives, who shall enjoy the right of access to any documents, financial statements, papers, or other records of Ridgeland which are pertinent to the performance of Project, in order to make audits, examinations, excerpts, and transcripts to confirm compliance with ARPA and the Guidance. The right of access also includes timely and reasonable access to Ridgeland's personnel for the purpose of interview and discussion related to such

Draft as of 5/1/2023

documents. For the purposes of this section, the term "Ridgeland" includes employees or agents, including all subcontractors or consultants related to the Project.

(b) Ridgeland shall provide required progress reports during the Period of Performance of this Agreement in a format prescribed by the County. These reports shall be submitted in accordance with the following schedule, which may be amended from time to time in writing at the discretion of the County:

<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 the County is required to submit to the U.S. Treasury or other governmental entity following the expiration or termination of this Agreement.

Section 7. Contracts. Ridgeland shall be responsible for accountability of funds, compliance with Project specifications, and Project management by its contractors. The County shall not bear responsibility for any liability caused or incurred by any contractor in performing the Project. The County shall not be deemed by virtue of this Agreement to have any contractual obligation to, or relationship with, any of Ridgeland's contractors, and the Parties agree and acknowledge that, as between the County and Ridgeland, all Project tasks shall be deemed to be the responsibility of, and performed by, Ridgeland. No contractor or other recipient of funds from Ridgeland under this Agreement shall be deemed to be an agent, representative, employee or servant of the County in connection with this Agreement.

Section 8. Applicable Law. (a) The Agreement shall be governed by and construed in accordance with the laws and regulations of the State of Mississippi and applicable federal law including, its conflict of laws provisions, and any litigation with respect thereto shall be brought in the courts of the State.

(b) Ridgeland shall be governed by all applicable State and Federal laws, rules and regulations, including but not limited to State and Federal laws regarding procurement requirements, record retention, and the Guidance. Any express reference herein to a particular statute, rule or regulation in no way implies that no other statute, rule or regulation applies.

(c) Both the County and Ridgeland are 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 ("UG"), 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. Ridgeland shall document its 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 Ridgeland's responsibility

Draft as of 5/1/2023

to comply with all UG requirements. Failure to do so may result in termination of the Agreement by Ridgeland.

Section 9. Assignment. Ridgeland shall not assign this Agreement, or any portion hereof or any funds provided under this Agreement, and shall not delegate any duties under this Agreement, without the prior written consent of the County.

Section 10. Amendments. Any amendments to this Agreement will be effective only if in writing and signed by an authorized signatory of Ridgeland and the County.

Section 11. Notices. All notices, requests, and communications required or permitted hereunder shall be in writing and shall be sufficiently given and deemed to have been received upon personal delivery or delivery by overnight courier or, if mailed, upon the first to occur of actual receipt or seventy-two (72) hours after being placed in the United States mail, postage prepaid, registered or certified mail, receipt requested, addressed to the parties at the addresses as follows:

To Ridgeland:

City of Ridgeland

Attn: Mayor Gene F. McGee

100 West School Street

Ridgeland, MS 39157

To County:

Madison County, Mississippi

Attn: Chancery Clerk/County Administrator/Board President

P.O. Box 404

Canton, MS 39046

With a copy to:

County Board Attorney

Attn: Mike Espy

mike@mikespy.com

Notice of a change in address of one of the parties shall be given in writing to the other party as provided above but shall be effective only upon actual receipt.

Section 12. Counterparts. This Agreement may be executed in exact counterparts and when so executed by the parties hereto shall be effective in accordance with the terms hereof.

Section 13. Termination. The County reserves the right to immediately terminate this agreement in the event of a breach or default of the agreement by Ridgeland in the event Ridgeland, its employee, contractor or vendor fails to: (1) meet schedules, deadlines, and/or delivery dates within the time specified in a procurement solicitation, contract, and/or a purchase order associated with this project; (2) make any payments owed; or (3) otherwise perform in accordance with the contract and/or the procurement solicitation. The County also reserves the right to terminate this agreement

Draft as of 5/1/2023

immediately, with written notice to Ridgeland, for convenience, if the County believes, in its sole discretion that it is in the best interest of the County to do so. Ridgeland will be allowed to compensate its employee, contractor or vendor for work performed and accepted and goods accepted by the County as of the termination date if the contract is terminated for convenience of the County. The funds for work not yet performed or goods not yet delivered as of the termination date must be returned to the County.

Section 14. Miscellaneous. Ridgeland agrees to abide by, and require its contractors, subcontractors, and subrecipients to abide by, the following:

- (a) **Suspension and Debarment.** Ridgeland certifies, by signing this Agreement, that neither it nor its officers are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by a Federal department or agency. Ridgeland will not contract with any consultant for this Project if it or its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (b) **Environmental Compliance.** Ridgeland agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- (c) **Procurement of Recovered Materials.** Ridgeland, where applicable, shall comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- (d) **Equal Employment Opportunity.** Ridgeland agrees to comply with the Equal Opportunity Clause provided under 41 CFR 60-1.4(a) (Government Contracts) and 41 CFR 60-1.4(b) (Federal Assisted Construction Contracts), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” Ridgeland further agrees to include this provision, including the Equal Opportunity Clause or a reference thereto, in any subcontracts it enters into pursuant to the Contract.
- (e) **Ban on Foreign Telecommunications.** MCES acknowledges that Funds shall not be used to purchase equipment, services or systems that uses, “covered telecommunications” equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Covered Telecommunications” means: purchases from Huawei

Draft as of 5/1/2023

Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities. Video surveillance and telecommunications equipment produced by Hytera Communication Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

- (f) Compliance with Copeland Anti-Kickback Act. Ridgeland and its contractors must comply with the Act (40 USC 3145), as supplemented by Department of Labor regulations (29 CFR Part 3). The Act requires that each recipient or subrecipient be prohibited from inducing, by any means, any person employed in the construction, completion or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.
- (g) Compliance with the Contract Work Hours and Safety Standards Act. In any contract in excess of \$100,000 that involves the employment of mechanics or laborers, Ridgeland must require compliance with the Act (40 USC 3702 and 3704), as supplemented by Department of Labor regulations (29 CFR Part 5). The Act requires the employer or contractor to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 apply to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- (h) Certification for Payment. The contractor or vendor representative seeking payment from funds issued under this agreement must declare with each pay request:

I certify to the best of my knowledge and belief that the request is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).
- (i) Anti-Lobbying. No funds or other resources received by Ridgeland from the County under this Agreement may be used directly or indirectly to influence legislation or any other official action by the Mississippi Legislature, Congress or any state/federal agency.
- (j) In accordance with the ARPA award terms and conditions, Ridgeland agrees to comply with:
 - a. Title VI of the Civil Rights Act and Treasury's implementing regulations at 31 CFR 22;

Draft as of 5/1/2023

- b. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968, which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status or disability;
 - c. Section 504 of the Rehabilitation Act of 1973, as amended (29 USC 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
 - d. The Age Discrimination Act of 1975, as amended (42 USC 6101 et seq) and Treasury's implementing regulations at 31 CFR Part 23, which prohibits discrimination on the basis of age in programs or activities receiving federal financial assistance; and
 - e. Title II of the Americans with Disabilities Act of 1990, as amended (42 USC 12101 et seq), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.
- (k) Further in accordance with ARPA award terms and conditions, Ridgeland agrees to:
- a. Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to Madison County by the U.S. Department of the Treasury."
 - b. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Ridgeland should adopt and encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.
 - c. Pursuant to Executive Order 13513, 74 FR 51225 (Oct 6, 2009), Ridgeland should adopt and encourage its employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving, and Ridgeland should establish workplace safety policies to decrease accidents caused by distracted drivers.

Section 15. 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. Ridgeland 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.

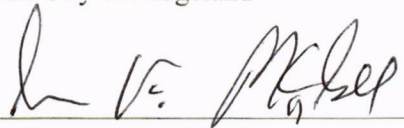
Section 16. Authorized Parties. The signatories below hereby certify that each is the necessary party on behalf of Ridgeland or the County that has been authorized with the requisite authority to enter into this binding Agreement.

[Signature page follows]

Draft as of 5/1/2023

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective as of the Effective Date.

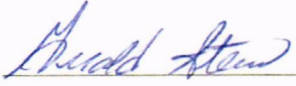
For the City of Ridgeland

By: 

Gene McGee, Mayor

City of Ridgeland

For Madison County, Mississippi

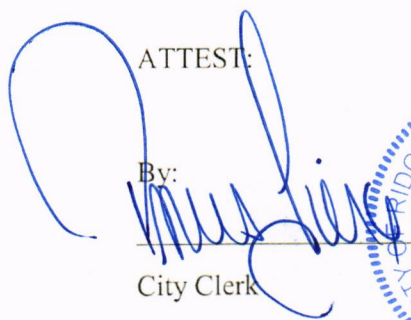
By: 

Gerald Steen, President,

Madison County Board of Supervisors

(SEAL)

ATTEST:

By: 

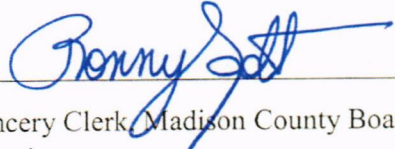
City Clerk

City of Ridgeland



(SEAL)

ATTEST:

By: 

Chancery Clerk, Madison County Board of Supervisors



Draft as of 5/1/2023

CERTIFICATION OF CONFLICT OF INTEREST POLICY

Subrecipient must maintain a conflict-of-interest policy consistent with 2 C.F.R. § 200.318(c) that is applicable to all activities funded with the ARPA subaward. Pursuant to this requirement, decisions concerning subaward funds must be free of undisclosed personal or organizational conflicts of interest, both in fact and in appearance. A recipient may not use control over ARPA funds for their own private gain. Furthermore, no employee, officer, or agent of the Subrecipient may participate in the selection, award, or administration of a contract supported by a federal award if he or she has a real or apparent conflict of interest.

Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of the Subrecipient may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, Subrecipients may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the Subrecipient.

If the Subrecipient has a parent, affiliate, or subsidiary organization that is not a State, local government, or Indian tribe, the Subrecipient must also maintain written standards of conduct covering organizational conflicts of interest.

The undersigned certifies that Subrecipient maintains the necessary and compliant conflict of interest policies and diligently implements and monitors the same.

Subrecipient



Signature

Gene F McGee

Printed Name

Mayor

Title

5/19/23

Date of Execution

Draft as of 5/1/2023

ATTACHMENT "A"

Description of Improvements

The scope of the Purple Creek Drainage Basin Improvement project includes the following: (1) Creating additional storage and restoration at the proposed Freedom Ridge Upper Pond area; (2) Rehabilitating and expanding storage volume at the existing retention facility at Freedom Ridge Park. (3) Improve the hydraulic capacity and streambank of the Purple Creek tributary channel between Freedom Ridge Park and Highway 51; and (4) Improve the hydraulic capacity and streambank of the Purple Creek Tributaries between Highway 51 and County Line Road. These work items are intended to achieve the following objectives: stream bank stabilization, water quality protection, and flood risk reduction.

Improvements to the Purple Creek Drainage Basin are critical for the City of Ridgeland. City officials have been working for years on solutions to resolve flooding issues at several businesses, homes, and streets along a tributary to Purple Creek. Additionally, erosion and non-point stormwater pollution have negatively impacted the Brashear Creek – Pearl River Watershed (031800020601) that encompasses Purple Creek. These issues have been further documented by the Madison County Watershed-Based Stormwater Management Plan and the Mississippi Department of Environmental Quality, which identified the Brashear Creek – Pearl River as a priority watershed. The City has identified two primary objectives that will reduce flooding, address non-point pollution, and adequately address stormwater management.

The first objective is to improve the hydraulic capacity of the Purple Creek basin, which will resolve major flooding along this corridor. The City of Ridgeland Public Works Department and Police Department are regularly required to close Ridgewood Road during heavy rain events. City officials recently witnessed a car drive around the barricades during a flood. The car floated off the street and became engulfed by the waters of the adjacent ditch; luckily, the driver survived. The proposed improvements to the Purple Creek tributary will prevent interruptions of Ridgewood Road traffic flow, a major arterial in Ridgeland, and loss of property at business along Highway 51, State Street, Ridgewood Road, and Wilson Drive. In addition, in-stream improvements are needed at various locations to manage stormwater and reduce erosion effectively. A portion of the parking lot of Freedom Ridge Park is in jeopardy of falling into the stream leading to the retention pond. Efforts to stabilize the stream in the area will reduce the loss of parking spaces, the associated safety risks of people falling into the channel, and the amount of sediment negatively impacting the stream's health.

The project's second objective is to add storage to the watershed by removing sediment from the Purple Creek retention pond at Freedom Ridge Park, which significantly improves the surface water quality downstream. This detention pond acts to control flooding and is an excellent source of groundwater recharge. There are thousands of parking spaces and miles of road upstream from this retention basin. These transportation facilities collect oils that make their way into our streams, and this pond's natural vegetated edges will promote absorbing oils and improve water quality. In addition, measures will be implemented to permit annual sediment removal from a settling basin, significantly reducing sediment buildup in the pond, creek, and Pearl River.

Draft as of 5/1/2023

It is important to reiterate that these proposed improvements will aid in reducing flooding not only in the immediate area of the project but also downstream. This project will positively impact the entire watershed, including Ridgeland, Madison County, Jackson, and Hinds County. Downstream areas along the Purple Creek Basin in Jackson have historical flooding issues reported to Ridgeland by Councilman Ashby Foote, homeowners, and other Jackson officials.

The City of Ridgeland will work to complete as much of the scope of work for the various deficiencies of this drainage basin as available funding will allow.



MEMORANDUM

TO: The Mayor and Board of Aldermen

FROM: Alan Hart, Public Works Director

DATE: July 10, 2024

RE: **CE&I Consultant Selection and Agreement Amendment Approval**
Purple Creek Basin Drainage Improvements
MCWI – 600-2-SW-5.6

I respectfully recommend that the Mayor and Board of Aldermen approve the selection of Waggoner Engineering, Inc. as our professional services consultant for Construction Engineering & Inspections (CE&I) Services for the referenced project. The City Engineer and I considered (3) qualified firms who have proper General Services Agreements with the City of Ridgeland for working on MCWI projects: Michael Baker International, Inc., Garver, Inc., and Waggoner Engineering, Inc. Based on Waggoner Engineering, Inc. leading the design engineering services team on this project, we feel that they have the greatest knowledge and are the most qualified consultant for performing these CE&I Services.

Upon your approval, we respectfully request that you authorize the Mayor to sign the attached Professional Services Agreement Amendment No. 2 of the Task Order No. 1 – Purple Creek Basin Drainage Improvements project. The contract amount for the entire project will increase by \$307,500 for the CE&I Services.

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

PROFESSIONAL SERVICES AGREEMENT AMENDMENT #2

PROJECT NAME: **Task Order No.1 - Purple Creek Basin Drainage Improvements**

This Amendment is by and between

City of Ridgeland

P.O. Box 217

Ridgeland, MS 39158-0217

hereafter referred to as the “Client”, and

Waggoner Engineering, Inc. (WEI)

143-A LeFleurs Square

P.O. Box 12227

Jackson, Mississippi 39236-2227

WHEREAS, Client and WEI entered into a General Services Agreement (Agreement) on October 3, 2023 and Task Order No.1 on October 3, 2023, and

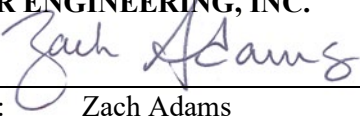
WHEREAS, the City of Ridgeland requested Waggoner Engineering, Inc to provide Bidding, Contracting, and Construction Phase services.

THEREFORE, both parties mutually agree as follows:

Amend and replace Attachment I Section D — COMPENSATION SCHEDULE, with the attached revised edition.

All other sections of the original Agreement not amended shall remain in full force and in effect for the duration of this amended period.

APPROVED FOR
WAGGONER ENGINEERING, INC.

By: 
Printed Name: Zach Adams
Title: Vice President
Date: July 10, 2024

APPROVED FOR
CITY OF RIDGELAND

By: _____
Printed Name: Gene F. McGee
Title: Mayor, City of Ridgeland
Date: _____

Section B-II

D. COMPENSATION SCHEDULE

Waggoner will perform Design Phase Services, Topographic Surveying, Geotechnical Engineering, and Bidding, Contracting, & Construction Phase Services as outlined in Attachment I Section B, Scope of Work, on a lump sum basis. Permitting, additional services, and other Reimbursables will be billed on an hourly basis as per the rate table in Exhibit B, Billing Rates of the General Services Agreement.

	Current Budget	Revised Budget
Design Phase Services		
H&H Modeling & Conceptual Design	149,500	149,500
Preliminary Design	111,000	111,000
Final Design	139,000	139,000
Special Services		
Topographic Surveying	29,500	29,500
Boundary Surveying & ROW	28,920	28,920
Geotechnical Engineering	27,500	0
Permitting	28,500	28,500
Bidding & Contracting, & Construction Phase Services	TBD	307,500
Additional Services	Hourly as Requested	Hourly as Requested
TOTAL	\$ 513,920	\$ 793,920

* If the Contractor extends his work beyond the duration anticipated in the Project Schedule (320 Calendar Days), it may be necessary to revise this Professional Services Agreement for these extended Construction Phase services at a rate of \$800 per calendar day.



TO: Mayor and Board of Aldermen

FROM: Alan Hart, Public Works Director 

DATE: July 3, 2024

SUBJECT: Request Authority to Advertise for Term Bids

The Public Works Department would like to request authority to advertise for term bids for the period of October 1, 2024 to September 30, 2025. This will include items to be electronically bid.

AH/rb

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



police department

June 24, 2022

TO: Mayor & Board of Aldermen
FROM: Brian Myers, Chief of Police 
SUBJECT: FY25 HIDTA Sub Grantee Cooperative Agreement

Please review for approval the Memorandum of Agreement between the MS Bureau of Narcotics, MS Gulf Coast High-Intensity Drug Trafficking Area (HIDTA), and the Ridgeland Police Department. This is a requirement of the FY25 HIDTA Grant which covers overtime and services reimbursement to the Ridgeland Police Department from MBN/HIDTA.

Your approval will be greatly appreciated.

Attachments (1)

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

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

**NON-COMPENSATED SPECIAL CONTRACT INVESTIGATOR CONTRACT
PURSUANT TO MISS. CODE ANN. § 41-29-112
MADE BY AND BETWEEN
THE MISSISSIPPI BUREAU OF NARCOTICS,
[REDACTED] AND RIDGELAND POLICE DEPARTMENT**

This document is a contract between the parties listed in Paragraph 1.0, entitled "Parties," to provide services or goods as specified in Paragraph 2.0, entitled "Scope of Work."

1.0 PARTIES

The parties to this contract are the MISSISSIPPI BUREAU OF NARCOTICS, hereinafter referred to as "MBN" and generally as "State;" [REDACTED] hereinafter referred to as [REDACTED] and generally as "SCI;" and RIDGELAND POLICE DEPARTMENT, hereinafter referred to as RIDGELAND PD and generally as "EMPLOYER."

2.0 SCOPE OF WORK

All services listed herein are to be performed by [REDACTED] unless otherwise noted.

2.1 Goal

Pursuant to Mississippi Code Section 41-29-112, the Director of MBN desires the services of a Special Contract Investigator to detect and apprehend violators of the criminal statutes pertaining to possession, sale or use of narcotics or other dangerous drugs. Employer desires SCI to be appointed as a non-compensated Special Contract Investigator to support its local law enforcement efforts.

2.2 Scope of Work

- 2.2.1** SCI will be known and will identify himself/herself as a Special Contract Investigator for MBN when acting under his/her authority as a non-compensated Special Contract Investigator for MBN.
- 2.2.2** SCI agrees and promises to perform services and duties as assigned by the Director of MBN or his designee. Such services and duties to be assigned SCI shall be consistent with the accomplishment of the intent, purpose and objective of the Uniform Controlled Substances Law, Mississippi Code Section 41-29-101, *et. seq.* SCI will be assigned duties and have authority to act in cases related to drug investigations with MBN.
- 2.2.3** SCI agrees to faithfully perform the duties assigned to him/her by MBN to the best of his/her ability. Further, SCI agrees to keep inviolate the confidences, secrets, and non-public information of MBN, whether written or oral, and will not communicate same in any way unless authorized to do so.
- 2.2.4** SCI agrees that the performance of the duties assigned to him/her under this contract shall be conducted without conflict with his/her employment by any other federal, state, or local government agency. Duties performed and time devoted in furtherance of this contract shall not interfere with, nor substitute for, the regular employment or the duties of SCI if otherwise employed or officially appointed.

- 2.2.5 SCI agrees to abide by applicable MBN policies, methods, and procedures, including field testing, chain of custody, evidence handling, case reporting, and handling of public funds. MBN agrees to train SCI in such policies, methods, and procedures.
- 2.2.6 SCI agrees that he/she will not participate in drug enforcement activities outside the jurisdiction of his/her regular employment except under the direct supervision, direction and control of the Director of MBN or his designee.
- 2.2.7 SCI shall have the authority to arrest when acting under the scope of this contract.
- 2.2.8 SCI shall, as a condition of appointment as a Special Contract Investigator, meet the same requirements imposed on all MBN agents, including background investigation, work history, polygraph examination, urinalysis and similar requirements, but shall be exempt from age requirements and limitations, provided that SCI is not less than eighteen (18) years of age.
- 2.2.9 SCI understands that he/she may be subject to random urinalysis testing and/or polygraph testing at the discretion of the Director of MBN or his designee or the Commissioner of the Mississippi Department of Public Safety or his designee.
- 2.2.10 SCI agrees to provide MBN upon demand with information required to conduct a background investigation, along with satisfactory results of polygraph and urinalysis testing from sources acceptable to MBN.

3.0 ELIGIBILITY

3.1 Certified Law Enforcement Officer

SCI covenants as an express condition of his/her eligibility to become a non-compensated Special Contract Investigator that he/she is qualified to be a Mississippi Law Enforcement Officer under the provisions of Mississippi Code Section 45-6-11 and that he/she holds a valid professional certificate issued by the Mississippi Board of Law Enforcement Officer Standards and Training.

3.2 Firearms Qualification

SCI must complete firearms training and meet standards, as required by MBN, such requalification to be conducted at least semi-annually, and such requalification to be the responsibility and at the cost of the SCI and Employer.

3.3 Non-MBN Employee

Pursuant to Mississippi Code Section 41-29-112, SCI shall not be considered an employee of MBN for any purpose. SCI is a regular, full-time employee of RIDGELAND PD and while functioning as such, should be entitled to all rights, benefits, privileges, and responsibilities which accompany such employment.

4.0 STATUS OF SPECIAL CONTRACT INVESTIGATOR

4.1 No Entitlements of Employment with MBN

While functioning as an non-compensated Special Contract Investigator, SCI shall not be subject to the employment rules and regulations of the Fair Labor Standards Act, the Mississippi State Personnel Board, the Mississippi Department of Public Safety, the State of Mississippi (including but not limited to the Mississippi Public Employees Retirement System), and any Mississippi Law or Constitutional provisions specifically relating to public employment, to the extent that said provisions apply generally to MBN. While functioning as a non-compensated Special Contract Investigator, SCI shall not be entitled to participate in any group health or life insurance plan offered by MBN or the State of Mississippi through MBN, nor shall SCI be entitled by this contract to coverage by the Mississippi Workers' Compensation Commission as applicable to MBN or the Mississippi Department of Public Safety.

4.2 No Entitlement to Current or Future Employment

The relationship now being formed does not guarantee full employment either in the present or future for SCI with MBN or the Mississippi Department of Public Safety.

4.3 Independent Contractor

SCI shall be an independent contractor and not receive compensation from MBN or the Mississippi Department of Public Safety.

4.4 Credentials

Badges, weapons, and other personal equipment will be furnished by the Employer. MBN will only furnish appropriate credentials for SCI.

4.5 Legal Representation

SCI shall retain the legal right to assert defenses available generally to law enforcement officers for any claim made against him/her. However, legal representation will not be afforded to SCI by MBN or the Mississippi Department of Public Safety for claims or criminal charges arising from the performance of duties under this agreement. Said representation must be provided by Employer.

5.0 PERIOD OF PERFORMANCE

This contract shall commence on the date the contract is fully executed by all required signatories, notwithstanding the fact that this agreement may or may not be executed by the parties on the same date. This agreement shall terminate on **JUNE 30, 2025**, unless terminated otherwise as stated below or if SCI leaves employment with Employer or SCI is deceased. However, in no case shall the duration of this contract exceed one year.

6.0 CONSIDERATION AND PAYMENT

This is a non-compensated position. The consideration for this contract shall be the provision by MBN of supporting local law enforcement, including RIDGELAND PD, through the addition of Special Contract Investigators to MBN's enforcement efforts.

7.0 GENERAL TERMS AND CONDITIONS

This contract is subject to and incorporates the following terms and conditions governing the contract between MBN and SCI for professional services:

7.1 Governing Law

This contract and all rights and duties arising thereunder shall be governed, interpreted, and construed solely under the Constitution and Laws of the State of Mississippi.

7.2 Sovereign Immunity

MBN and the Mississippi Department of Public Safety, an agency of the State of Mississippi, in no way waive sovereign immunity, and such shall be controlling over any conflicting provision contained herein.

7.3 Termination for Convenience

Either party hereto may sooner terminate this agreement, without cause and for any reason satisfactory to the party desiring such, upon forty-eight (48) hours written notice, computed from the date of the postmark. Such notice shall be sent by certified mail/return receipt to the MBN, Attn: Director, P.O. Box 720519, Byram, MS 39272, or to SCI at 115 W School Street Ridgeland, MS 39157. Notice of termination to Employer will also be given by MBN. Notice pursuant to this paragraph shall be deemed sufficient for all purposes.

7.4 Termination for Cause

Engaging in any activity which is, or could result in, a violation of the laws of the State of Mississippi, or of any state, the United States, or any local law or ordinance of any county or city in this State or of any state, shall be grounds for automatic termination of this contract without prior notice to SCI or Employer.

7.5 Fitness for Duty Determination

MBN shall have sole discretion to determine whether SCI is capable of fully performing the duties required of him/her by this contract.

7.6 Assignability

SCI acknowledges that he/she was selected by MBN to perform the services required hereunder based, in part, upon the SCI's special skills and expertise. SCI shall not be assigned, subcontract, or otherwise transfer this agreement, in whole or in part.

7.7 Waiver

SCI agrees and promises to make no claim against the Director of MBN, nor against any Agent, employee, Special Contract Agent, or other Special Contract Investigator of MBN, or against the Mississippi Department of Public Safety, for any physical or mental injury, loss, damage or death that may be incurred as a result of the performance of SCI's duties. SCI assumes the risk of any and all conditions, situations and hazards while performing his/her duties and specifically waive any and all notice of the existence of such conditions.

7.8 Insurance

SCI agrees and promises that he is an authorized employee of RIDGELAND PD and that prior to entering upon the discharge of duties as a non-compensated Special Contract Investigator, he/she entered into a good and sufficient surety bond with a surety company authorized and doing business within the State of Mississippi and is individually named on the bond and such bond conditioned upon the faithful performance of the duties of his/her office and said bond covers SCI when working outside the jurisdiction of Employer as a non-

compensated Special Contract Investigator. Said surety bond is attached as "Addendum D." and is incorporated herein by reference. Any and all liability to third persons not parties to this agreement shall be the total responsibility of SCI or Employer. Employer certifies that it has liability insurance that covers SCI's performance of his/her duty as a non-compensated Special Contract Investigator and said insurance is effective outside the jurisdiction of Employer.

If the Employer's insurance will cover the SCI's liability while outside his or her employer's jurisdiction, the requirement for a surety bond will be waived. To receive this waiver the Employer must provide a statement to this affect to MBN on letterhead which is signed by the Authorizing Authority at the Employer.

7.9 Miscellaneous

Any requirement that SCI adhere to the policies and procedures of the MBN General Orders does not cause the incorporation, by reference or otherwise, of the General Orders as part of this contract. No contractual obligations arise therefrom or accrue against MBN.

This written document embodies the entire contract. It constitutes the final expression of the parties' agreement and is a complete and exclusive statement of the terms of that agreement. As such, pursuant to his power under Mississippi Code Section 41-29-112, the Director of MBN designates [REDACTED] to be a non-compensated Special Contract Investigator of MBN with the authority, subject to the terms of this agreement, to exercise all powers necessary and incidental to the fulfillment of these contractual obligations.

DATE

PHILLIP POPE, A/LTC
MBN DIRECTOR

DATE

SPECIAL CONTRACT INVESTIGATOR

DATE

PRINT NAME:
WITNESS TO SCI SIGNATURE

DATE

CHIEF BRIAN MYERS
RIDGELAND PD

**LIST OF ADDENDUMS TO THE
NON-COMPENSATED SPECIAL CONTRACT INVESTIGATOR CONTRACT
PURSUANT TO MISS. CODE ANN. § 41-29-112
MADE BY AND BETWEEN
[REDACTED] THE MISSISSIPPI BUREAU OF NARCOTICS,
[REDACTED] AND RIDGELAND POLICE DEPARTMENT**

Addendum A – RIDGELAND P D's request for SCI appointment.

Addendum B – Valid professional certificate issued by the Board of Law Enforcement Officer Standards and Training.

Addendum C - Initial firearms training qualification.

Addendum D – Surety Bond or Certification from Employer Regarding Insurance Coverage.

**ADDENDUM TO THE
NON-COMPENSATED SPECIAL CONTRACT INVESTIGATOR CONTRACT
PURSUANT TO MISS. CODE ANN. § 41-29-112
MADE BY AND BETWEEN
THE MISSISSIPPI BUREAU OF NARCOTICS,
[REDACTED], AND RIDGELAND POLICE DEPARTMENT**

I hereby request that the Director of the Mississippi Bureau of Narcotics appoint [REDACTED] to be a non-compensated Special Contract Investigator under Mississippi Code Section 41-29-112 and specifically agree to his/her serving as a non-compensated Special Contract Investigator under the conditions set forth in this contract. I understand that neither MBN nor the Mississippi Department of Public Safety will provide legal representation for [REDACTED] for any claims arising from the performance of duties or alleged performance of duty as a non-compensated Special Contract Investigator and agree that all legal liabilities and costs are the responsibility of RIDGELAND PD.

I certify that:

- (1) [REDACTED] is bonded as a condition of his employer and is individually named on the bond. Further, that such bond is effective anywhere in the state of Mississippi, that such bond will continue during the life of this contract, and that this officer is covered outside the jurisdiction of RIDGELAND P D while working as a non-compensated Special Contract Investigator.
- (2) RIDGELAND PD is self-insured through the State of Mississippi. Said self-insurance will remain in effect during the life of this contract. The undersigned agrees to immediately notify MBN if said insurance policy is cancelled or modified in any way. I further certify that this officer is covered outside the jurisdiction of RIDGELAND PD while working as a non-compensated Special Contract Investigator.
- (3) [REDACTED] has been certified under Mississippi Code Section 45-6-11 by the Board on Law Enforcement Officer Standards and Training, and such certification is current.
- (4) [REDACTED] has met firearms training requirements of my law enforcement agency, and such required requalification is and will remain current for the duration of this contract.
- (5) [REDACTED] has not been convicted of a misdemeanor crime of domestic violence and may possess a firearm and ammunition without violation of 18 U.S.C. 922(g)(9).
- (6) This request to appoint [REDACTED] as a non-compensated Special Contract Investigator and the accompanying obligation to provide legal representation and costs has been recorded in the minutes of the CITY OF RIDGELAND BOARD OF ALDERMEN.

DATE

CHIEF

PRINT NAME: _____

DATE

RIDGELAND BOARD OF ALDERMEN

PRINT NAME: _____

WITNESS TO BOARD OF ALDERMEN
PRINT NAME: _____



police department

July 8, 2024

TO: Mayor & Board of Aldermen

FROM: Brian Myers, Chief of Police 

SUBJECT: Unmarked Vehicle

I am requesting authorization to operate the following vehicle as an unmarked unit:

UNIT#	YEAR	MAKE	MODEL	VIN	FIXED ASSET	ASSIGNED TO
P-413	2025	Honda	Pilot	5FNYG2H40SB001736	100-1- 00973	CID

This unit will be used for undercover operations and other discreet police investigations as needed. Your consideration and approval of this request will be greatly appreciated.

CC: Craig Cotten

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



MEMORANDUM

TO: Mayor Gene F. McGee and Board of Aldermen

FROM: Christopher W. Bryson, P.E., City Engineer 

DATE: July 10, 2024

RE: **CE&I PROFESSIONAL SERVICES CONTRACT**
U.S. Highway 51-Lake Harbour Drive Intersection Improvements
STP-6928-00(019) LPA 109161-701000
City of Ridgeland, Madison County, Mississippi

We respectfully request the Mayor and Board of Aldermen approve the attached Contract with *Michael Baker International, Inc.* with an upset cost limit of \$120,081.45 for providing CE&I professional services on the subject project. On July 9, 2024 we received official written concurrence from the Mississippi Department of Transportation for the costs associated with this contract to be eligible for 80% Federal reimbursement.

Upon your approval, the Mayor will need to sign the contract where indicated and return to the Public Works department for distribution. The Notice to Proceed for this Contract will not begin until the date of FHWA/MDOT concurrence in the award of the construction contract. The Contract states that services provided within this Contract must be completed within 60-days after the final inspection.

Thank you for your consideration of our request. Please contact me if you have any questions.

mailing address: P.O. Box 217 • Ridgeland, Ms 39150
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

Brad White
Executive Director
Jeff Ely, P.E.
Chief of Staff



Earl Glenn, Jr., P.E.
Deputy Executive Director/Chief Engineer
Lisa M. Hancock, CPA
Deputy Executive Director/Administration

May 13, 2024

City of Ridgeland
Gene F. McGee, Mayor
100 West School Street
Ridgeland, MS 39157

RE: Construction Engineering and Inspection Contract
Project Number: STP-6928-00(019)LPA/109161-701000
City of Ridgeland - US Highway 51 at Lake Harbour Drive Intersection
Improvements Project
Madison County

Dear Mayor Gene F. McGee,

The Consultant Services Unit has reviewed the Construction Engineering & Inspection (CE&I) Services Contract for the above referenced project.

Attached please find two (2) signed originals of the CE&I Services Contract with **Michael Baker International, Inc.** (Consultant) for an upset cost limit of **\$120,081.45** on the above referenced project. We have verified that the correct boiler-plate contract has been used.

The LPA may execute the CE&I contract with the Consultant when appropriate. Please send one (1) copy of the fully executed contract, Notice to Proceed (NTP) and the LPA's "Exhibit 1" to the LPA Division, the MDOT District LPA Engineer, and Consultant Services Unit (Attention: Stephanie Hamilton).

As a brief explanation of the Labor Hour (CE&I) contract process, understand all Rates and Classifications established in the contract MUST match the invoices billed for the project. This will also include names if listed in the Contract. Please be sure to send your Exhibit 3, Fee Proposal Billing Rate Table, and the Fee Proposal Hour Distribution/Labor Cost Sheet to your accounting department. If additional personnel are needed after the Contract has been executed, the Consultant MUST have approval by the LPA and MDOT prior to proceeding.

Construction Engineering and Inspection Contract

Project Number: 109161-701000

May 13, 2024

As a reminder, any supplemental agreements must be forwarded to the MDOT for concurrence prior to being executed and any work conducted under this Contract on non-participating items cannot be reimbursed.

Please contact me if you have any questions.

Sincerely,



Stephen Rone

MDOT Director of Consultant Services

SR/sh

Attachments

Cc: 77-01 LPA Division
15-01 District LPA Engineer

Young/P.Morgan/Killebrew
Tillery

CONSTRUCTION ENGINEERING & INSPECTION SERVICES CONTRACT

**US Highway 51 at Lake Harbour Drive Intersection Improvements
Project No. STP-6928-00(019) LPA/109161-701000
Madison County**

THIS CONTRACT, is made and entered into by and between the **City of Ridgeland**, a body Politic of the State of Mississippi (the "LPA"), and, **Michael Baker International**, (the "CONSULTANT"), a **Pennsylvania Corporation**, duly registered to do business in the State of Mississippi, whose address for mailing is **310 New Pointe Drive, Ridgeland, MS 39157**, effective as of the date of latest execution below.

WITNESSETH:

WHEREAS, the LPA proposes to perform the Construction **Engineering** Services for US Highway 51 at **Lake Harbour Drive Intersection Improvements, in Madison County, as provided for in Project No. STP-6928-00(019) LPA/109161-701000**, hereinafter called the "PROJECT"; and,

WHEREAS, the LPA desires to engage a qualified and experienced CONSULTANT to perform Engineering Services in connection with the PROJECT, all of which are hereinafter called the "SERVICES"; and,

WHEREAS, the CONSULTANT has represented to the LPA that it is experienced and qualified to provide those services, and the LPA has relied upon such representation; and,

WHEREAS, the CONSULTANT herein was chosen for their expertise in performing the services in connection with the PROJECT and found satisfactory by the LPA; which is now desirous of entering into a contract; and

WHEREAS, the CONSULTANT herein was chosen through the LPA Consultant Selection Process pursuant to Mississippi Department of Transportation (hereinafter "MDOT") LPA Project Development Manual and pursuant to Federal Highway Administration ("FHWA") regulations, Engineering and Design Related Service Contracts, 23 C.F.R. Part 172 (as amended) and found satisfactory;

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein and for other good and valuable considerations flowing unto the parties, the receipt and sufficiency of which is hereby acknowledged, the LPA and the CONSULTANT do hereby contract and agree as follows:

ARTICLE I. GENERAL RECITALS

CONSULTANT shall, for the agreed fees, furnish all Engineering Services and materials required to perform the tasks described in the Scope of Work for the proposed transportation project. In so doing, CONSULTANT shall meet the current industry standards (and those MDOT and LPA standards specified in Exhibit 2) as to general format and content and in addition thereto, any special requirements of the LPA.

THE LPA, in support of CONSULTANT will provide the CONSULTANT a Scope of Work shown in "Exhibit 2" hereto and any other data which may be of assistance to CONSULTANT and within the possession and control of the LPA.

Manuals, guides, and specifications applicable to this CONTRACT shall be those approved and/or adopted by MDOT and in effect on the effective date of this CONTRACT, unless otherwise specified in this Contract or subsequently directed by MDOT during the course of the CONTRACT.

ARTICLE II. SCOPE OF WORK

The CONSULTANT shall conduct the SERVICES in accordance with the Scope of Work attached to this CONTRACT as "Exhibit 2" and made a part hereof as if fully set forth herein. The performance of the SERVICES referred to in "Exhibit 2" shall be the primary basis for measurement of performance under this CONTRACT. The LPA specifically reserves the right and privilege to enlarge or reduce the scope; or to cancel this CONTRACT at any time.

ARTICLE III. CONTRACT TERM

This CONTRACT shall commence upon the latest date of execution below and continue until such time as the above named project is successfully completed to the satisfaction of the LPA at which time this CONTRACT shall absolutely and finally terminate.

The construction Engineering Services of the CONSULTANT under this contract shall start no earlier than the **date of FHWA/MDOT concurrence in the award of the construction contract by the LPA**, and be completed within 60 days after the final inspection and acceptance of the construction work performed by others. However, the CONSULTANT may not begin work on any feature of this PROJECT prior to receiving a Notice to Proceed from the LPA. The services of the CONSULTANT are anticipated to be needed and completed in an expedient manner. It is understood that construction progress of force account work by the LPA and/or contractor's work shall influence the time period for the CONSULTANT's services. Therefore, it is necessary that construction be completed in accordance with the original time limit set forth in the original construction schedule. The estimated fees in the Cost/Fee breakdown are based on the initial construction time estimate as included in the Contract Documents. If the construction time extends beyond the contract time, through no fault of the CONSULTANT, the LPA agrees to pay the CONSULTANT for the construction Engineering Services to complete the project with or without Federal participation, subject to approval by MDOT and FHWA.

During the term of this CONTRACT, the LPA reserves the right to terminate this CONTRACT, subject to the approval of MDOT, in whole or in part, at any time, with or without cause, upon seven (7) days written notice to the CONSULTANT, notwithstanding any just claims by the CONSULTANT for payment of SERVICES rendered prior to the date of termination. The LPA must receive written approval from the MDOT Executive Director on behalf of the Mississippi Transportation Commission before the LPA can terminate this CONTRACT. The LPA shall be liable only for the costs, fees and expenses for demobilization and close out of contract, based on actual time and expenses incurred by CONSULTANT in the packaging and shipment of all documents covered by this CONTRACT to the LPA. In no event shall the LPA be liable for lost profits or other consequential damages.

ARTICLE IV. TIME OF PERFORMANCE

TIME IS OF THE ESSENCE IN THIS CONTRACT. The CONSULTANT shall be prepared to perform its responsibilities for providing SERVICES commencing on the date of execution of the CONTRACT.

ARTICLE V. RELATIONSHIP OF THE PARTIES

The relationship of the CONSULTANT to the LPA is that of an independent contractor, and said CONSULTANT, in accordance with its status as an independent contractor, covenants and agrees that it will conduct itself consistent with such status, that it will neither hold itself out as, nor claim to be, an officer or employee of the LPA by reason hereof. The CONSULTANT will not by reason hereof, make any claim,

demand or application or for any right or privilege applicable to an officer or employee of the LPA, including but not limited to workers' compensation coverage, unemployment insurance benefits, social security coverage, retirement membership or credit, or any form of tax withholding whatsoever.

All notices, communications, and correspondence between the LPA and the CONSULTANT shall be directed to the key personnel and agents designated in this contract.

ARTICLE VI. COMPENSATION, BILLING & AUDIT

A. Cost and Fees

The CONSULTANT shall be paid on the basis set forth in "Exhibit 3" to this CONTRACT. Under no circumstances shall the LPA be liable for any amounts, including any costs, which exceed the maximum dollar amount of compensation that is specified in and set forth in "Exhibit 3".

B. Monthly Billing

The CONSULTANT must submit monthly billing to the LPA. (A sample of a preferred invoice is attached as "Exhibit 4".) All billing must be submitted in accordance with the Local Public Agency Consultant Operating Procedures. Each billing shall include all time and allowable expenses through the end of the billing period. Direct expenses, as used herein, include the costs of travel, subsistence, shipping charges, long distance telephone calls and printing if it is not company accounting policy to include these costs in overhead rates. The LPA retains the right to verify time and expense records by audit of any or all CONSULTANT's time and accounting records at any time during the life of the CONTRACT and up to three years thereafter.

If SERVICES are rendered within a given State fiscal year, an invoice requesting payment from the CONSULTANT shall be presented to the LPA within 60 days of the end of the State fiscal year. **Should the CONSULTANT fail to present the invoice within the allotted time, legislative approval may be required before payment can be rendered.**

The CONSULTANT further agrees that FHWA or any other Federal Agency may audit the same records at any time during the life of the CONTRACT and up to three years thereafter, should the funding source for all or any part of the CONTRACT be funds of the United States of America.

C. Record Retention

The CONSULTANT shall maintain all time and expense records incurred on the PROJECT and used in support of its proposal and shall make such material available at all reasonable times during the period of the CONTRACT and for three years from the date of final payment under this CONTRACT for inspection by the LPA, and copies thereof shall be furnished upon request, at the LPA's expense. The CONSULTANT agrees that the provisions of this Article shall be included in any CONTRACT it may make with any subconsultants, assignees or transferees.

D. Retainage

The LPA shall retain the final 5% of the CONSULTANT'S CONTRACT amount until the final payment request has been received and an audit of the total PROJECT cost to date has been completed by the LPA or its designee.

ARTICLE VII. FINAL PAYMENT

The CONSULTANT agrees that acceptance of the final payment shall be in full and final settlement of all claims arising against the LPA for work done, documents furnished, cost incurred, or otherwise arising out of this CONTRACT and shall release the LPA from any and all further claims of whatever nature, whether known or unknown, for and on account of said CONTRACT, including payment for any and all work done, and labor and material furnished in connection with the same. Errors and/or omissions discovered subsequent to the acceptance by the LPA of the final contract documents shall be corrected by the CONSULTANT without additional compensation.

ARTICLE VIII. REVIEW OF WORK

Authorized representatives of the LPA may at all reasonable times review and inspect the SERVICES under this CONTRACT and any addenda or amendments thereto. Authorized representatives of the FHWA may also review and inspect the SERVICES under this CONTRACT should funds of the United States of America be in any way utilized in payment for said SERVICES. Such inspection shall not make the United States of America a party to this CONTRACT, nor will FHWA interfere with the rights of either party hereunder.

All reports, drawings, studies and maps prepared by and for the CONSULTANT, shall be made available to authorized representatives of the LPA for inspection and review at all reasonable times in the General Offices of the LPA. Authorized representatives of the FHWA may also review and inspect said reports, drawings, studies and maps prepared under the CONTRACT should funds of the United States of America be in any way utilized in payment for the same. Acceptance by the LPA shall not relieve the CONSULTANT of its professional obligation to correct, at its expense, any of its breaches, errors and/or omissions, in the final version of the work.

The CONSULTANT shall be responsible for performance of and compliance with all terms of this CONTRACT, including the Scope of Work and other exhibits attached to this contract, and including any technical specifications and special requirements of the LPA, and shall be responsible for errors and/or omissions, including those as to conduct and care, format and content, for all aspects of the CONTRACT, and including professional quality and technical accuracy of all designs, drawings, specifications, and other services furnished by the CONSULTANT.

Failure to comply with any terms of this CONTRACT shall be corrected by the CONSULTANT without additional compensation.

If any breach of CONTRACT, is discovered by LPA personnel after final acceptance of the work by the LPA, then the CONSULTANT shall, without additional compensation, cure any deficiency or breach including errors and/or omissions in designs, plans, drawings, specifications, or other services.

In the event that the project schedule requires that a breach of this CONTRACT be corrected by someone other than the CONSULTANT then the actual costs incurred by the LPA for such corrections shall be the responsibility of the CONSULTANT. The LPA shall give the CONSULTANT an opportunity to correct said breach unless (1) the LPA determines, in its sole discretion, that the CONSULTANT cannot cure the breach within the schedule established by the LPA, or (2) the LPA determines, in its sole discretion, that the CONSULTANT cannot cure the breach to the satisfaction of the LPA.

In the event that the CONSULTANT breaches this CONTRACT, and the breaches of the CONSULTANT are discovered during the construction phase, then an accounting of all costs incurred by the LPA resulting from such breach, including errors and/or omissions, will be made and such amount will be recovered from the CONSULTANT.

ARTICLE IX. RESPONSIBILITIES FOR CLAIMS AND LIABILITY

The CONSULTANT shall indemnify, defend and hold harmless the LPA and all its officers, agents and employees from any claim, loss, damage, cost, charge or expense arising out of any negligent act, actions, neglect or omission by the CONSULTANT, its agents, employees, or subconsultants during the performance of this CONTRACT, whether direct or indirect, and whether to any person or property for which LPA or said parties may be subject, except that neither the CONSULTANT nor any of his agents or subconsultants will be liable under this provision for damages arising out of the injury or damage to persons or property solely caused or resulting from the negligence of the LPA or any of its officers, agents or employees.

The CONSULTANT'S obligations under this Article, including the obligations to indemnify, defend, hold harmless, pay reasonable attorney fees or, at the LPA'S option, participate and associate with the LPA in the defense and trial or arbitration of any damage claim, lien or suit and any related settlement negotiations, shall be initiated by the LPA'S notice of claim for indemnification to the CONSULTANT. Only an adjudication or judgment after the highest appeal is exhausted specifically finding the LPA entirely responsible shall excuse performance of this provision by the CONSULTANT. In such case, the LPA shall pay all costs and fees related to this obligation and its enforcement. Should there be a finding of dual or multiple liability, costs and fees shall be apportioned accordingly.

In conjunction herewith, the LPA agrees to notify CONSULTANT in writing as soon as practicable after receipt or notice of any claim involving CONSULTANT. These indemnities shall not be limited by reason of the listing of any insurance coverage below.

ARTICLE X. INSURANCE

Prior to beginning any work under this CONTRACT, the CONSULTANT shall obtain and furnish proof of insurance through Certificates of Insurance and, at the LPA's request, copies of insurance policies of the following:

- A. Workers' Compensation Insurance in accordance with the laws of the State of Mississippi.
- B. Commercial General Liability Insurance with a minimum combined limit of not less than One Million Dollars (\$1,000,000.00) for each occurrence.
- C. Errors and Omissions (Professional Liability) Insurance in an amount not less than One Million Dollars (\$1,000,000.00) per claim; One Million Dollars (\$1,000,000.00) annual aggregate.
- D. Comprehensive Automobile Liability Insurance, in an amount not less than One Million Dollars (\$1,000,000.00) per occurrence.

The LPA shall be listed as a certificate holder of insurance on any of the insurance required under this CONTRACT.

In the event that the CONSULTANT retains any subconsultant or other personnel to perform SERVICES or carry out any activities under or incident to work on any project or phase of this CONTRACT, the CONSULTANT agrees to obtain from said subconsultant or other personnel, certificates of insurance demonstrating that said subconsultant or other personnel shall have sufficient coverage, or the CONSULTANT agrees to include said subconsultant or other personnel within the CONSULTANT'S coverage for the duration of this PROJECT or phase for which said subconsultant or other personnel is employed.

The Insurance coverage recited above shall be maintained in full force and effect by the CONSULTANT during the entire term of the CONTRACT. The LPA shall be notified of cancellation of any of the required insurance by the CONSULTANT and by the insurance company issuing any such cancellation of the required policies. Should the CONSULTANT cease to carry the errors and/or omissions coverage listed

above for any reason, it shall obtain "tail" or extended reporting period coverage at the same limits for a period of not less than three (3) years subsequent to policy termination or contract termination, whichever is longer.

All insurance carriers shall be licensed and in good standing with the Office of the Insurance Commissioner of the State of Mississippi.

A certificate of insurance acceptable to the LPA shall be issued to the LPA by the CONSULTANT prior to beginning any work under this CONTRACT and thereafter on an annual basis for the duration of this CONTRACT as evidence that policies providing the required insurance are in full force and effect. All policies of required insurance shall give thirty days written notice to the LPA before the effective date of cancellation or reduction in limits of any required insurance.

The CONSULTANT will furnish certified copies, upon request, of any or all of the policies and/or endorsements to the LPA prior to the execution of this CONTRACT and thereafter on an annual basis for the duration of this CONTRACT.

The CONSULTANT shall provide the LPA any and all documentation necessary to prove compliance with the insurance requirements of this CONTRACT as such documentation is requested, from time to time, by the LPA.

If the CONSULTANT fails to procure or maintain required insurance, the LPA may immediately elect to terminate this CONTRACT or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, and all monies so paid by the LPA shall be repaid by the CONSULTANT to the LPA upon demand, or the LPA may offset the cost of the premiums against any monies due to the CONSULTANT from the LPA.

ARTICLE XI. COVENANT AGAINST CONTINGENT FEES AND LOBBYING

The CONSULTANT shall comply with the relevant requirements of all federal, state or local laws. The CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this CONTRACT, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the CONSULTANT, any fee commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award or making of the CONTRACT. The CONSULTANT warrants that it shall not contribute any money, gift or gratuity of any kind, either directly or indirectly to any employee of the LPA, or to any employee of the Mississippi Department of Transportation. For breach or violation of this warranty, the LPA shall have the right to terminate this CONTRACT without liability, and the CONSULTANT shall forfeit any sums due hereunder at the time of such breach and may be barred from performing any future services for the LPA or participating in any future contracts with the LPA.

ARTICLE XII. EMPLOYMENT OF LPA'S PERSONNEL

The CONSULTANT shall not employ any person or persons in the employ of the LPA for any work required by the terms of this CONTRACT, without the written permission of the LPA, except as may otherwise be provided for herein.

ARTICLE XIII. MODIFICATION

If, prior to the satisfactory completion of the SERVICES under this CONTRACT, the LPA materially alters the scope, character, complexity or duration of the SERVICES from those required under this CONTRACT, a supplemental agreement may be executed between the parties. Also, a supplemental agreement may be executed between the parties in the event that both parties agree the CONSULTANT's compensation should be increased due to an unanticipated increase in the nature, scope or amount of work necessary to properly provide the SERVICES required on any particular phase or project begun hereunder.

Oral agreements or conversations with the LPA, any individual member of the LPA, officer, agent, or employee of the Mississippi Department of Transportation, either before or after execution of this CONTRACT, shall not affect or modify any of the terms or obligations contained in this CONTRACT. All modifications to this CONTRACT, amendments or addenda thereto must be submitted in writing and signed by the parties thereto before any work is commenced.

The CONSULTANT may not begin work on any modifications, amendments, or addenda prior to receiving a Notice to Proceed.

Minor changes in the proposal which do not involve changes in the contract maximum not to exceed amount, extensions of time or changes in the goals and objectives of the CONTRACT may be made by written notification of such change by either the LPA or the CONSULTANT to the other party, and shall become effective upon written acceptance thereof (i.e. letter agreement).

ARTICLE XIV. SUBLETTING, ASSIGNMENT OR TRANSFER

It is understood by the parties to this CONTRACT that the work of the CONSULTANT is considered personal by the LPA. The CONSULTANT shall not assign, sublet or transfer any or all of its interest in this CONTRACT without prior written approval of the LPA. Under no circumstances will CONSULTANT be allowed to sublet more than 60% of the work required under this contract. It is clearly understood and agreed that specific projects or phases of the work may be sublet in their entirety provided that CONSULTANT performs at least 40% of the overall contract with its own forces. Consent by the LPA to any subcontract shall not relieve CONSULTANT from any of its obligations hereunder, and CONSULTANT is required to maintain final management responsibility with regard to any such subcontract.

The LPA reserves the right to review all subcontract documents prepared in connection with this CONTRACT, and the CONSULTANT agrees that it shall submit to the LPA any proposed subcontract document together with subconsultant cost estimates for review and written concurrence of the LPA in advance of their execution.

The CONSULTANT shall make prompt payment to all subconsultants no later than 15 days from receipt of each payment the LPA makes to the CONSULTANT. Each month, the CONSULTANT shall submit OCR-484-C found on MDOT's website to the LPA along with the Invoice. This form certifies payments to all subconsultants and shows all firms even if the CONSULTANT has paid no monies to the firm during that estimate period (negative report).

ARTICLE XV. OWNERSHIP OF PRODUCTS AND DOCUMENTS AND WORK MADE FOR HIRE

The CONSULTANT agrees that all reports, computer information and access, drawings, studies, notes, maps and other data, prepared by and for them under the terms of this CONTRACT shall be delivered to, become and remain in the property of the LPA upon creation and shall be delivered to the LPA upon termination or completion of work, or upon request of the LPA regardless of any claim or dispute between the parties. All such data shall be delivered within thirty (30) days of receipt of a written request by the LPA.

The CONSULTANT and the LPA intend and agree that this CONTRACT to be a contract for services and each party considers the products and results of the services to be rendered by the CONSULTANT hereunder, including any and all material produced and/or delivered under this CONTRACT (the "Work"), to be a "work made for hire" under U.S. copyright and all applicable laws. The CONSULTANT acknowledges and agrees that the LPA owns all right, title, and interest in and to the Work including, without limitation, the copyright thereto and all trademark, patent, and all intellectual property rights thereto.

If for any reason the Work would not be considered a work made for hire under applicable law, or in the event this CONTRACT is determined to be other than a contract or agreement for a work made for hire, the CONSULTANT does hereby transfer and assign to the LPA, and its successors and assigns, the entire right, title, and interest in and to any Work prepared hereunder including, without limitation, the following: the copyright and all trademark, patent, and all intellectual property rights in the Work and any registrations and copyright, and/or all other intellectual property, applications relating thereto and any renewals and extensions thereof; all works based upon, derived from, or incorporating the Work; all income, royalties, damages, claims, and payments now or hereafter due or payable with respect thereto; all causes of action, either in law or in equity, for past, present, or future infringement based on the copyrights and/or all other intellectual property; all rights, including all rights to claim priority, corresponding to the foregoing in the United States and its territorial possessions and in all foreign countries. The CONSULTANT agrees to execute all papers and perform such other proper acts as the LPA may deem necessary to secure for the LPA or its designee the rights herein assigned.

The LPA may, without any notice or obligation of further compensation to the CONSULTANT, publish, re-publish, anthologize, use, disseminate, license, or sell the Work in any format or medium now known or hereafter invented or devised. The LPA'S rights shall include, without limitation, the rights to publish, re-publish, or license a third party to publish, re-publish, or sell the Work in print, on the World Wide Web, or in any other electronic or digital format or database now known or hereafter invented or devised, as a separate isolated work or as part of a compilation or other collective work, including a work different in form from the first publication, and to include or license a third party to include the Work in an electronic or digital database or any other medium or format now known or hereafter invented or devised.

The CONSULTANT shall obtain any and all right, title, and interest to all input and/or material from any third party subconsultant, or any other party, who may provide such input and/or material to any portion of the Work so that said right, title, and interest, and all such interest in and to the Work including, without limitation, the copyright thereto and all trademark, patent, and all intellectual property rights thereto, shall belong to the LPA.

For any intellectual property rights currently owned by third parties or by the CONSULTANT and not subject to the terms of this CONTRACT, the CONSULTANT agrees that it will obtain or grant royalty-free, nonexclusive, irrevocable license(s) for or to the LPA at no cost to the LPA to use all copyrighted or copyrightable work(s) and all other intellectual property which is incorporated in the material furnished under this CONTRACT. Further, the CONSULTANT warrants and represents to the LPA that it has obtained or granted any and all such licensing prior to presentation of any Work to the LPA under this CONTRACT. This obligation of the CONSULTANT does not apply to a situation involving a third party who enters a license agreement directly with the LPA.

The CONSULTANT warrants and represents that it has not previously licensed the Work in whole or in part to any third party and that use of the Work in whole or in part will not violate any rights of any kind or nature whatsoever of any third party. The CONSULTANT agrees to indemnify and hold harmless the LPA, its successors, assigns and assignees, and its respective officers, directors, agents and employees, from and against any and all claims, damages, liabilities, costs and expenses (including reasonable attorneys' fees), arising out of or in any way connected with any breach of any representation or warranty made by CONSULTANT herein.

ARTICLE XVI. PUBLICATION AND PUBLICITY

The CONSULTANT agrees that it shall not for any reason whatsoever communicate to any third party, with the exception of the MDOT and the FHWA, in any manner whatsoever concerning any of its CONTRACT work product, its conduct under the CONTRACT, the results or data gathered or processed under this CONTRACT, which includes, but is not limited to, reports, computer information and access, drawings, studies, notes, maps and other data prepared by and for the CONSULTANT under the terms of

this CONTRACT, without prior written approval from the LPA, unless such release or disclosure is required by judicial proceeding. The CONSULTANT agrees that it shall immediately refer any third party who requests such information to the LPA and shall also report to the LPA any such third party inquiry, with the exception of the MDOT and/or the FHWA. This Article shall not apply to information in whatever form that comes into the public domain, nor shall it restrict the CONSULTANT from giving notices required by law or complying with an order to provide information or data when such order is issued by a court, administrative agency or other authority with proper jurisdiction, or if it is reasonably necessary for the CONSULTANT to defend itself from any suit or claim.

IT IS FURTHER AGREED, that all approved releases of information, findings, and recommendations shall include a disclaimer provision and that all published reports shall include that disclaimer on the cover and title page in the following form:

The opinions, findings, and conclusions in this publication are those of the author(s) and not necessarily those of the Local Public Agency, Mississippi Department of Transportation, Mississippi Transportation Commission, the State of Mississippi, or the Federal Highway Administration.

ARTICLE XVII. CONTRACT DISPUTES

This CONTRACT shall be deemed to have been executed in Madison County, Mississippi, and all questions including, but not limited to, questions of interpretation, construction and performance shall be governed by the laws of the State of Mississippi, excluding its conflicts of laws provisions, and any litigation with respect to this CONTRACT shall be brought in a court of competent jurisdiction in Madison County, State of Mississippi. The CONSULTANT expressly agrees that under no circumstances shall the LPA be obligated to or responsible for payment of an attorney's fee for the cost of legal action to or on behalf of the CONSULTANT.

ARTICLE XVIII. COMPLIANCE WITH APPLICABLE LAW

- A. The undersigned certify that to the best of their knowledge and belief, the foregoing is in compliance with all applicable laws.
- B. The CONSULTANT shall observe and comply with all applicable federal, state, and local laws, rules and regulations, policies and procedures, ordinances, and orders and decrees of bodies or tribunals of the United States of America or any agency thereof, the State of Mississippi or any agency thereof, and any local governments or political subdivisions, that are in effect at the time of the execution of this CONTRACT or that may later become effective.
- C. The CONSULTANT shall not discriminate against any employee nor shall any party be subject to discrimination in the performance of this CONTRACT because of race, creed, color, sex, national origin, age or disability.
- D. IT IS FURTHER SPECIFICALLY AGREED that the CONSULTANT shall comply and shall require its subconsultants to comply with the regulations for COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964, as amended, and all other applicable federal regulations as stated in "Exhibit 5" which is incorporated herein by reference.
- E. It is agreed that the CONSULTANT will comply with the provisions set forth in Department of Transportation, 49 CFR, Section 18, Et Seq., regarding Uniform Administrative Requirements for Grants and Cooperative agreements in its administration of this CONTRACT or any subcontract resulting herefrom.

- F. The CONSULTANT agrees that it will abide by the provisions of 49 CFR Section 26 regarding disadvantaged business enterprises and include the certification made in "Exhibit 5" to this CONTRACT in any and all subcontracts which may result from this CONTRACTS.
- G. The CONSULTANT shall comply and shall require its subconsultants to comply with Code of Federal Regulations CFR 23 Part 634 - Worker Visibility – as stated in "Exhibit 5".
- H. IMMIGRANT STATUS CERTIFICATION. The CONSULTANT represents that it is in compliance with the Immigration Reform and Control Act of 1986 (Public Law 99-603), as amended, in relation to all employees performing work in the State of Mississippi and does not knowingly employ persons in violation of the United States immigration laws. The CONSULTANT further represents that it is registered and participating in the Department of Homeland Security's E-Verify™ employment eligibility verification program, or successor thereto, and will maintain records of compliance with the Mississippi Employment Protection Act including, but not limited to, requiring compliance certification from all subconsultants and vendors who will participate in the performance of this Agreement and maintaining such certifications for inspection if requested. The CONSULTANT acknowledges that violation may result in the following: (a) cancellation of any public contract and ineligibility for any public contract for up to three (3) years, or (b) the loss of any license, permit, certification or other document granted by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year, or (c) both. The CONSULTANT also acknowledges liability for any additional costs incurred by the LPA due to such contract cancellation or loss of license or permit. The CONSULTANT is required to provide the certification on Exhibit 9 in this CONTRACT to the LPA verifying that the CONSULTANT and subconsultant(s) are registered and participating in E-Verify prior to execution of this CONTRACT
- I. The covenants herein shall, except as otherwise provided, accrue to the benefit of and be binding upon the successors and assigns of the parties hereto.

ARTICLE XIX. WAIVER

Failure of either party hereto to insist upon strict compliance with any of the terms, covenants, and conditions hereof shall not be deemed a waiver or relinquishment of any similar right or power hereunder at any subsequent time, or of any other provision hereof, nor shall it be construed to be a modification of the terms of this CONTRACT.

ARTICLE XX. SEVERABILITY

If any terms or provisions of this CONTRACT are prohibited by the laws of the State of Mississippi or declared invalid or void by a court of competent jurisdiction, the remainder of this CONTRACT shall not be affected thereby and each term and provision of this CONTRACT shall be valid and enforceable to the fullest extent permitted by law.

ARTICLE XXI. ENTIRE AGREEMENT

This CONTRACT constitutes the entire agreement of the parties with respect to the subject matter contained herein and supersedes and replaces any and all prior negotiations, understandings, and agreements, written or oral, between the parties relating thereto.

ARTICLE XXII. CONFLICT OF INTEREST

The CONSULTANT covenants that no public or private interests exist and none shall be acquired directly or indirectly which would conflict in any manner with the performance of the CONSULTANT'S CONTRACT. The CONSULTANT further covenants that no employee of the CONSULTANT or of any subconsultant(s), regardless of his/her position, is to personally benefit directly or indirectly from the

performance of the SERVICES or from any knowledge obtained during the CONSULTANT'S execution of this CONTRACT.

ARTICLE XXIII. AVAILABILITY OF FUNDS

It is expressly understood and agreed that the obligation of the LPA to proceed under this CONTRACT is conditioned upon the availability of funds, the appropriation of funds by the Mississippi Legislature, and the receipt of state and/or federal funds. If, at any time, the funds anticipated for the fulfillment of this CONTRACT are not forthcoming or are insufficient, either through the failure of the federal government to provide funds or of the State of Mississippi to appropriate funds or the discontinuance or material alteration of the program under which funds were provided, or if funds are not otherwise available to the LPA for the performance of this CONTRACT, the LPA shall have the right, upon written notice to the CONSULTANT, to immediately terminate or stop work on this CONTRACT without damage, penalty, cost, or expense to the LPA of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.

ARTICLE XXIV. STOP WORK ORDER

A. **Order to Stop Work.** The LPA may, by written order to the CONSULTANT at any time, and without notice to any surety, require the CONSULTANT to stop all or any part of the work called for by this CONTRACT. This order shall be for a specified period not exceeding twenty-four (24) months after the order is delivered to the CONSULTANT unless the parties agree to any further period. Any such order shall be identified specifically as a stop work order issued pursuant to this clause. Upon receipt of such an order, the CONSULTANT shall forthwith comply with its terms and take all steps to minimize the occurrence of costs allocable to the work covered by the order during the period of work stoppage. Before the stop work order expires, or within any further period to which the parties shall have agreed, the LPA shall either:

- (1) cancel the stop work order; or
- (2) terminate the work covered by such order according to and as provided in Article III of this CONTRACT.

Prior to the LPA'S taking official action to stop work under this CONTRACT, the Executive Director of MDOT and/or the LPA may notify the CONSULTANT, in writing, of MDOT and/or the LPA's intentions to ask the CONSULTANT to stop work under this CONTRACT. Upon notice from the Executive Director of MDOT and/or the LPA, the CONSULTANT shall suspend all activities under this CONTRACT, pending final action by the LPA.

B. **Cancellation or Expiration of the Order.** If a stop work order issued under this clause is canceled at any time during the period specified in the order, or if the period of the order or any extension thereof expires, the CONSULTANT shall have the right to resume work. If the LPA decides that it is justified, an appropriate adjustment may be made in the delivery schedule. If the stop work order results in an increase in the time required for or in the CONSULTANT'S cost properly allocable to the performance of any part of this CONTRACT and the CONSULTANT asserts a claim for such an adjustment within 30 days after the end of the period of work stoppage, an equitable adjustment in this CONTRACT may be made by written modification of this CONTRACT as provided by the terms of this CONTRACT.

C. **Termination of Stopped Work.** If a stop work order is not canceled and the work covered by such order is terminated, the CONSULTANT may be paid for services rendered prior to the Termination. In addition to payment for services rendered prior to the date of termination, the LPA shall be liable only for the costs, fees, and expenses for demobilization and close out of this CONTRACT, based on actual time and expenses incurred by the CONSULTANT in the packaging and shipment of all

documents covered by this CONTRACT to the LPA. In no event shall the LPA be liable for lost profits or other consequential damages.

ARTICLE XXV. KEY PERSONNEL & DESIGNATED AGENTS

CONSULTANT agrees that Key Personnel identified as assigned to this PROJECT shall not be changed or reassigned without prior approval of the LPA or, if prior approval is impossible, and then notice to the LPA and subsequent review by the LPA which may approve or disapprove the action. For purposes of implementing this section and all other sections of this CONTRACT with regard to notice, the following individuals are herewith designated as agents for the respective parties unless otherwise identified in the addenda hereto:

LPA:

For Contractual Matters:

Gene F. McGee
City of Ridgeland, Mayor
100 West School Street
Ridgeland, MS 39157
(601) 856-7113
Mayor.McGee@Ridgelandms.org

For Technical Matters:

Chris Bryson, P.E.
City of Ridgeland
100 West School Street
Ridgeland, MS 39157
(601) 853-2027
Chris.Bryson@Ridgelandms.org

CONSULTANT:

For Contractual Matters:

Ray Balentine, PE, Vice President
Michael Baker International
310 New Pointe Drive
Ridgeland, MS 39157
(601) 607-8712
(601) 607-8701
Ray.Balentine@mbakerintl.com

For Technical Matters:

Kenneth Collins, Engineering Manager
Michael Baker International
310 New Pointe Drive
Ridgeland, MS 39157
(662) 607-8708
(601) 607-8701
Kcollins@mbakerintl.com

Licensure Number
from the Mississippi
Board of Licensure
for Professional
Engineers/Architects and Surveyors:

P.E. #8618 _____
Surveyor #2060 _____

Licensure Number
from the Mississippi
Board of Licensure
for Professional
Engineers/Architect's and Surveyors:

P.E.# 10497 _____
LPA Certified

ARTICLE XXVI. AUTHORIZATION

Both parties hereto represent that they have authority to enter into this CONTRACT and that the individuals executing this CONTRACT are authorized to execute it and bind their respective parties and certified copies of the applicable LPA Order and the Resolution of the Corporate Board of Directors of the CONSULTANT are attached hereto as "Exhibit 1" and incorporated herein by reference and made a part hereof as if fully copied herein in words and figures.

WITNESS this my signature in execution hereof, this the ____ day of _____, 20____

CITY OF RIDGELAND

ATTEST: _____ Gene F. McGee, Mayor

WITNESS this my signature in execution hereof, this the ____ day of _____, 20____

MICHAEL BAKER INTERNATIONAL

BY: Ray B. Valentine
Ray Valentine, PE, PLS, Vice President

ATTEST: Pat Chiril

Exhibits attached hereto and incorporated by reference into this contract include those identified on the attached page entitled "List of Exhibits".

LIST OF EXHIBITS

1. Evidence of Authority
2. Scope of Work
3. Fees and Expenses.
4. Sample Invoice
5. Notice to the CONSULTANT
6. CONSULTANT's Certification Regarding Debarment, Suspension and Other Responsibility Matters.
7. Certification of LPA
8. *{This Exhibit was intentionally left blank}*
9. Prime Consultant EEV Certification and Agreement

EXHIBIT 1

{{{Attach a copy of authority to execute contracts on behalf of the LPA}}}

{{{Attach a copy of authority to execute contracts on behalf of the CONSULTANT here}}}



June 7, 2023

Mr. Stephen Rone
Consultant Services Director
Mississippi Department of Transportation
P.O. Box 1850
Jackson, MS 39215

RE: CE&I Consultant Selection
U.S. Highway 51-Lake Harbour Drive Intersection Improvements
STP-6928-00(019) LPA 109161-701000
City of Ridgeland, Madison County, Mississippi

Dear Stephen,

With this letter the City of Ridgeland is requesting to use the Small Purchase Procedures as outlined in the Local Public Agency Consultant Operating Procedures for Professional Services, Section 2.2.1 Small Purchase Procedures.

The City of Ridgeland has considered (3) three qualified firms: Michael Baker International, Inc., Waggoner Engineering Inc., and Benchmark Engineering & Surveying, LLC. By our internal selection process, we have selected Michael Baker International, Inc. as our professional services consultant for construction engineering & inspection services to assist us with this Project. The total costs for these services that will be utilizing federal funds for the Consultant selected are estimated to be less than the Federal Simplified Acquisition Threshold.

Thank you for your time and consideration. Should you have any questions, concerns or comments please contact our Public Works Department at (601) 853-2027.

Sincerely,

Gene F. McGee
Mayor
City of Ridgeland
Attachments

cc:

Alan Hart, Public Works Director, City of Ridgeland
Lee Frederick, P.E., State LPA Engineer, MDOT
Josh Tillery, P.E., District 5 LPA Engineer, MDOT

mailing address: P.O. Box 1850 Ridgeland, MS 39158
street address: 304 Highway 51 Ridgeland, MS 39157
phone: (601) 853-2027 fax: (601) 853-2018 www.ridgelandms.org

Gene F. McGee Mayor • John M. McDuffin • director of public works

board of aldermen: D.J. Smith • ward 1 • Bill Hargis • ward 2 • Chuck Gault • ward 3 • Jason Miller • ward 4 • Brian Ramsey • ward 5 • Bill Lee • ward 6 • Wesley Hanks • ward 7

CERTIFICATE OF SECRETARY
of
MICHAEL BAKER INTERNATIONAL, INC.

The undersigned, John M. Tedder, Secretary of Michael Baker International, Inc., a Pennsylvania corporation (the "Company"), DOES HEREBY CERTIFY that Richard Chisolm is an Associate Vice President & Construction Services Manager of the Company, and that he is individually authorized and empowered to sign proposals, forms and other documents and to otherwise bind the Company contractually.

IN WITNESS WHEREOF, I have hereunto subscribed my name this 13th day of October 2021.

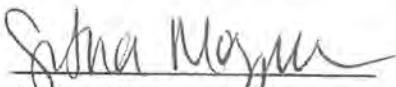


John M. Tedder
Executive Vice President & Chief Legal Officer & Secretary
Michael Baker International, Inc.

Commonwealth of Pennsylvania
County of Allegheny

The foregoing instrument was acknowledged before me this 13th day of October 2021 by John M. Tedder, Executive Vice President & Chief Legal Officer & Secretary of the Company.

Subscribed and sworn to before me, Agatha Mazur, a Notary Public in and for the Commonwealth of Pennsylvania, this 13th day of October 2021.



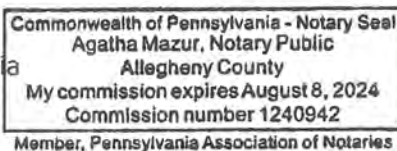
Agatha Mazur

Notary Public

Commonwealth of Pennsylvania

County of Allegheny

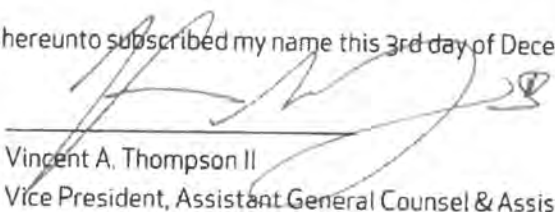
My Commission Expires: _____



CERTIFICATE OF SECRETARY
of
MICHAEL BAKER INTERNATIONAL, INC.

The undersigned, Vincent A. Thompson II, Assistant Secretary of Michael Baker International, Inc., a Pennsylvania corporation (the "Company"), DOES HEREBY CERTIFY that Mr. William R. Balentine is Vice President and Office Executive, Ridgeland, MS and is individually authorized and empowered to sign proposals, forms and other documents and to otherwise bind the Company contractually.

IN WITNESS WHEREOF, I have hereunto subscribed my name this 3rd day of December 2018.

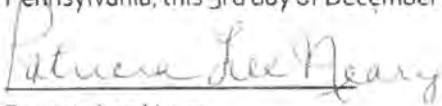


Vincent A. Thompson II
Vice President, Assistant General Counsel & Assistant Secretary
Michael Baker International, Inc.

Commonwealth of Pennsylvania
County of Allegheny

The foregoing instrument was acknowledged before me this 3rd day of December 2018 by Vincent A. Thompson II, Vice President, Assistant General Counsel & Assistant Secretary of Company.

Subscribed and sworn to before me, Patricia Lee Neary, a Notary Public in and for the Commonwealth of Pennsylvania, this 3rd day of December 2018.



Patricia Lee Neary

Notary Public
Commonwealth of Pennsylvania
County of Allegheny
My Commission Expires: 23 March 2019

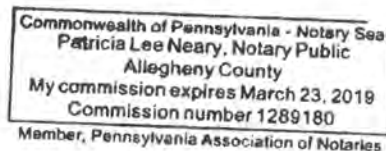


EXHIBIT 2

Scope of Work

INTRODUCTION

The CONSULTANT will be providing the Construction Engineering & Inspection (CE&I) services to administer this construction contract in accordance with the latest version of the Mississippi Department of transportation (MDOT) LPA Project Development Manual (PDM). The CONSULTANT is required to adhere to the MDOT standards for this project which include the Standard Specifications, Construction, MDOT Materials Division Inspection, Testing, and Certification Manual, MDOT Construction Manual, LPA PDM, and all other documents that are referred to in the Project Construction Contract. The CONSULTANT will be required to use the LPA version of Site Manager software. Should there be a conflict between the LPA PDM and this scope of work, the LPA PDM shall govern.

ENGINEERING ADMINISTRATION:

The Engineering Administration of construction will be the responsibility of the LPA acting through the CONSULTANT and will be subject to inspection and approval of the Chief Engineer of the MISSISSIPPI D.O.T., (hereinafter designated as the MDOT), and of the Federal Highway Administration (FHWA) or their representatives.

CONSTRUCTION ENGINEERING SERVICES:

Construction Engineering Services shall consist of all Engineering work, respectively, involved from the contract stage, beginning the date of FHWA/MDOT concurrence in award of the construction contract, through the preparation and submission of the final estimate and supporting documents to the MDOT, and shall include the following:

A. Setting of all stakes to control the work unless otherwise performed by the contractor as dictated by the construction plans, and the resident Project Engineer and other controls to insure that work is performed in accordance with the plans and specifications. All materials to be used in the construction of this project shall be tested and certified by the CONSULTANT as meeting the requirements of the approved plans and specifications in accordance with Federal Aid Policy Guide (FAPG) 23CFR637B, Construction Inspection and Approval.

B. The CONSULTANT shall promptly prepare, verify and recommend payment of all eligible Contractor's estimates; he shall maintain a project daily diary as the official project record for each project, showing the Contractor's daily operation; and the Engineer's daily activities by names, function performed and hours worked. He shall check and verify the quantities of all materials incorporated in the project; and shall make prompt preparation and submission of the final estimate and supporting documents to the LPA for approval and payment. He shall likewise make such records available at all reasonable times during the contract period. These records, documents, and data shall be available for inspection by the LPA, MDOT, and the Federal Highway Administration and any other authorized representative of the Federal Government, and copies thereof shall be furnished if requested.

C. **Subsurface Conditions and Utilities.** LPA recognizes that a comprehensive sampling and testing program implemented by trained and experienced personnel of

CONSULTANT or CONSULTANT's subconsultants with appropriate equipment may fail to detect certain hidden conditions. LPA also recognizes that actual environmental, geological and geotechnical conditions that CONSULTANT properly inferred to exist between sampling points may differ significantly from those that actually exist.

CONSULTANT will locate utilities which will affect the project from information provided by the LPA and utility companies and from CONSULTANT's surveys. In that these utility locations are based, at least in part, on information from others, CONSULTANT cannot and does not warrant their completeness and accuracy.

D. The duties, responsibilities, and limitations of authority of the resident Project Engineer are listed in this scope of work.

A LISTING OF THE DUTIES, RESPONSIBILITIES AND LIMITATIONS OF AUTHORITY OF THE RESIDENT PROJECT ENGINEER.

The CONSULTANT shall furnish a resident Project Engineer, assistants and other field staff to inspect performance of the Work of the CONTRACTOR. Through more extensive on-site inspections of the Work in progress and field checks of materials and equipment by the resident Project Engineer and assistants, the CONSULTANT shall endeavor to provide further protection for the LPA against defects and deficiencies in the Work; but, the furnishing of such services will not make the CONSULTANT responsible for or guarantee the CONTRACTOR'S performance. The duties and responsibilities of the resident Project Engineer are limited to this agreement with the LPA and in the construction Contract Documents, and are further limited and described as follows:

I. General:

The resident Project Engineer's dealings in matters pertaining to the on-site work shall in general be with the CONTRACTOR, keeping the LPA advised as necessary. The resident Project Engineer's dealings with subcontractors shall only be through or with the full knowledge and approval of the CONTRACTOR. The resident Project Engineer shall generally communicate with the LPA.

II. Duties and Responsibilities of the resident Project Engineer:

A. Schedules:

Review progress schedule of Shop Drawing submittals and schedule of values prepared by the CONTRACTOR and consult with the LPA concerning acceptability.

B. Conferences and Meetings:

Attend meetings with the CONTRACTOR, such as preconstruction conferences, progress meetings, job conferences and other project-related meetings, and prepare and circulate copies of minutes thereof.

C. Liaison:

- a. Work principally through the CONTRACTOR'S superintendent and assist in understanding the intent of the Contract Documents; and serve as the LPA'S

liaison with the CONTRACTOR when the CONTRACTOR's operations affect the LPA's on-site operations.

- b. Assist in obtaining from the LPA additional details or information, when required for Proper execution of the Work.

D. Shop Drawings and Samples:

- a. Record the date of receipt of Shop Drawings and samples.
- b. Take samples and receive samples which are furnished at the site by the CONTRACTOR, and notify the LPA of availability of samples for examination.
- c. Advise the LPA and the CONTRACTOR of the commencement of any Work requiring a Shop Drawing or sample if the submittal has not been approved by the CONSULTANT.

E. Review of Work, Rejection of Defective Work, Inspections and Tests:

- a. Conduct on-site observations of the Work in progress to determine if the Work is in general proceeding in accordance with the Contract Documents.
- b. Report to the LPA any Work that is believed to be unsatisfactory, faulty or defective or does not conform to the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise the LPA of Work that should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.
- c. Verify that tests, equipment and systems startups and operating and maintenance training are conducted in the presence of appropriate personnel, and that the CONTRACTOR maintains adequate records thereof, and observe, record and report to the LPA appropriate details relative to the test procedures and startups.
- d. Accompany visiting inspectors representing the public or other agencies having jurisdiction over the Project, record the results of these inspections and report to the LPA.

F. Interpretation of Contract Documents:

Report to the LPA when clarifications and interpretation of the Contract Documents are needed and transmit to the CONTRACTOR clarifications and interpretations as issued by the LPA.

G. Modifications:

Consider and evaluate the CONTRACTOR'S suggestions for modifications in Drawings or Specifications and report to the LPA. Transmit to the CONTRACTOR decisions as issued by the LPA.

H. Records:

- a. Maintain at the job site orderly files for correspondence, reports of job conferences, Shop Drawings and samples, reproductions of original Contract Documents including all Work Directive Changes, Addenda, Change Orders,

Field Orders, additional Drawings issued subsequent to the execution of the Contract, clarification and interpretations of the Contract Documents, progress reports, and other Project related documents.

- b. Keep a diary signed daily, recording the CONTRACTOR hours on the job site, weather conditions, data relative to questions of Work Directive Changes, Change Orders or changed conditions, list of job site visitors, daily activities of the prime contractors and all subcontractors, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to the LPA.
- c. Record names, addresses and telephone numbers of all CONTRACTORS, subcontractors and major suppliers of materials and equipment.

I. Reports:

- a. Furnish the LPA periodic reports as required of progress of the Work and of the CONTRACTOR'S compliance with the progress schedule and schedule of Shop Drawing and sample submittals.
- b. Consult with the LPA in advance of scheduled major tests, inspections or start of important phases of the Work.
- c. Draft proposed Supplemental Agreements, Quantity Adjustments and Work Directive Changes, obtaining backup material from the CONTRACTOR; and recommend Supplemental Agreements, Quantity Adjustments, Work Directive Changes, and Field Orders to the LPA.
- d. Report immediately to the LPA upon the occurrence of any accident.

J. Payment Requests:

- a. Review applications for payment with the CONTRACTOR for compliance with the established procedure for their submission and forward to the LPA, noting particularly the relationship of the payment requested to the schedule of values and Work completed and materials and equipment delivered to the site but not incorporated in the Work.

K. Certificates, Maintenance and Operation Manuals:

During the course of the Work verify that certificates, maintenance and operations manuals and other data required to be assembled and furnished by the CONTRACTOR are applicable to the items actually installed and in accordance with the Contract Documents, and have this material delivered to the LPA prior to final payment for the Work.

L. Completion:

- a. Before issuing a Certificate of Substantial Completion, submit a list of observed items requiring completion or correction to the Contractor.
- b. Conduct a final inspection in the company of the LPA, the CONTRACTOR, the MDOT, & FHWA, and prepare a final list of items to be completed or corrected.

- c. Observe that all items on the final list have been completed or corrected and make recommendations to the LPA concerning acceptance.

III. Limitations of Authority

The resident Project Engineer:

- A. Shall not authorize any deviation from the Contract Documents or substitution of materials or equipment, unless authorized by the LPA.
- B. Shall not exceed the limitations of the LPA'S authority as set forth in the Contract Documents.
- C. Shall not undertake any of the responsibilities of the CONTRACTOR, subcontractors or the CONTRACTOR's superintendent.
- D. Shall not advise on, issue directions relative to, or assume control over any aspect of the means, method, techniques, sequences or procedures of construction unless such advice or directions are specifically required by the Contract Documents.
- E. Shall not accept Shop Drawings or sample submittals from anyone other than the Contractor.
- F. Shall not authorize the LPA to occupy the Project in whole or in part.
- G. Shall not participate in specialized field or laboratory tests or inspections conducted by others except as specifically authorized by LPA.

EXHIBIT 3

FEEES AND EXPENSES

The LPA shall pay the CONSULTANT on a Labor-Hour/Unit Cost Basis, with an upset limit of **\$ 120,081.45** for the satisfactory completion of the Scope of Work set forth under "Exhibit 2", hereto, for all salaries, overhead, direct costs and the CONSULTANT'S fixed fees attributable to this CONTRACT.

All charges for services must be substantiated by supporting data, i.e. certified time sheets, daily logs, check stubs, pay vouchers, or other items as deemed necessary.

Payroll Additive & Overhead:

The current overhead rates shall be submitted by the CONSULTANT and approved by the MDOT within nine (9) months of the end of the CONSULTANT's fiscal period. The current overhead rate, as defined in this CONTRACT, shall be the overhead rate for the CONSULTANT's most recent previous fiscal period. The CONSULTANT's failure to provide a current overhead rate within nine (9) months of the end of the CONSULTANT's fiscal period may result in the CONSULTANT being deemed ineligible for any potential Supplemental Agreements with the LPA. Any additions to an existing Labor Hour Rate table via Letter Agreement and/or Supplemental Agreement shall utilize the overhead rate(s) applied to the original CONTRACT. The estimated FCCM for cost proposals, Supplemental Agreements, and invoices must be specially identified and distinguished from the other costs. Profit/Fee shall not include amounts applicable to FCCM.

All overhead rates submitted to MDOT for approval shall comply with the AASHTO Audit Guide, latest edition, as amended. In addition, the CONSULTANT shall submit written certification in accordance with FHWA Order 4470.1A, as amended, that the indirect cost rate submitted does not include any costs which are expressly unallowable and the indirect cost rate was established only with allowable costs in accordance with the applicable cost principles contained in the Federal Acquisition Regulations (FAR) of 48 CFR part 31.

Direct Costs:

Direct Costs are those expenses deemed reasonably necessary by the LPA for the successful completion of the Scope of Work, which are charged directly to the project and not included in overhead. These direct expenses, as used herein, include the costs of travel, subsistence, shipping charges, long distance telephone calls and printing if it is not company accounting policy to include these costs in overhead rates. **However, Direct costs for lodging shall be reimbursed in accordance with FAR 31.205-46(a)(2).** The LPA will reimburse the CONSULTANT'S actual documented expenses; or the amount allowable under the current edition of the MDOT State Travel Handbook, whichever is lower. Except as otherwise specifically provided herein, the procedures generally outlined in the MDOT State Travel Handbook shall govern the allowability of any expense reimbursement. In addition, no meal reimbursement will be allowed when there is no overnight stay.

Labor Hour / Unit-cost Rates:

Labor Hour as the term is used herein shall include all direct salaries, audited overhead rate (as approved by MDOT), and profit. The audited overhead rate shall consist of fringe benefits and the general overhead. Unit-costs, as the term is used herein shall include all direct costs, profit, and any other associated costs for the project. Labor Hour / Unit-Costs are not subject to any adjustments on the basis of the CONSULTANT'S cost experience in performing the PROJECT. The Labor Hour / Unit-costs shall not exceed the rates established in EXHIBIT 3 (found in Table 1: Rate Schedule for Labor Hours). Once the

LPA has approved and accepted the work of the CONSULTANT, the LPA will pay the CONSULTANT any unpaid amounts of the PROJECT.

Under no circumstances shall the CONSULTANT alter the personnel, classifications, and rates listed in the Labor Rate Schedule without an approved Letter Agreement signed by both parties.

Table 1: Rate Schedule for Labor Hours

PERSONNEL NAME	LABOR CLASSIFICATION	2024 LABOR RATE	2024 OVERTIME LABOR RATE
Greg Korb, PE	Project Engineer	167.74	
Will O'Reilly, PE	Safety Officer/ Storm Water	143.76	
	Document Manager	120.00	
	Inspector I	69.79	84.28
	Inspector II	85.23	102.93
	Party Chief	105.97	
	Survey Technician	54.57	

SCHEDULE OF MAXIMUM RATES, EXPENSES & FEES:

Contract Maximums:

Under no circumstances shall the amount payable by the LPA for this CONTRACT exceed \$120,081.45 (Total of all Charges) without the prior written consent of both parties

Fee and Expense Summary

Labor Cost	Direct Cost	SubConsultant	Total
\$101,198.63	\$249.55	\$18,633.27	\$120,081.45

EXHIBIT 4

SAMPLE INVOICE
[Labor-Hour/Unit Cost]

LPA's name
LPA's address

DATE:

ATTENTION: LPA, Consultant Services Administrator

INVOICE NO. 0000
PERIOD , 20 THROUGH , 20
PROFESSIONAL SERVICES IN ACCORDANCE WITH
CONTRACT DATED , 20 , AS RELATES TO
PROJECT NO. - - - IN COUNTY, HIGHWAY

CONSULTANT:

CUSTOMER NUMBER 0000000000 FILE NO. 000-000000

	<u>CURRENT</u> <u>PERIOD</u>	<u>PREVIOUS</u> <u>ESTIMATE</u>	<u>TOTAL ALLOWED</u> <u>TO DATE</u>
* LABOR COSTS	\$	\$	\$
** DIRECT COSTS	\$	\$	\$
PROJECT TOTAL	\$	\$	\$

AMOUNT DUE THIS INVOICE: \$

NOTE:

1. * ATTACH SUPPORTING DATA
2. ** DIRECT COSTS (ATTACH SUPPORTING DATA)
3. THE CONSULTANT MAY USE ITS OWN INVOICE FORM SO LONG AS IT HAS BEEN APPROVED. PRIOR TO SUBMISSION BY THE CONSULTANT SAID FORM SHOULD, AT A MINIMUM, CONTAIN THE ABOVE INFORMATION

SUPPORTING DATA

Project No. 00-0000-00-000-00
County _____

<u>Employee and Classification</u>	<u>Rate of Pay (in contract)</u>	<u>Current Period Hours</u>	<u>Previous Period Costs</u>	<u>Costs To Date</u>
DIRECT LABOR AND DIRECT COSTS				
John P. Public, Jr Engineer	0.00	0.00	0.00	0.00
John P. Public, Jr Designer	0.00	0.00	0.00	0.00
John P. Public, Jr Engineer	0.00	0.00	0.00	0.00
John P. Public, Jr Technician	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
Sub Total		0.00	0.00	0.00
Total Labor			0.00	0.00
Direct Costs			<u>0.00</u>	<u>0.00</u>
Project Total			0.00	0.00

EXHIBIT 5

NOTICE TO CONTRACTORS, FEDERAL-AID CONTRACT COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964 COPELAND ANTI-KICKBACK ACT, DAVIS BACON ACT CONTRACT WORK HOURS AND SAFETY STANDARDS ACT CLEAN AIR ACT, ENERGY POLICY AND CONSERVATION ACT DISADVANTAGED BUSINESS ENTERPRISES, WORKER VISIBILITY

During the performance of this CONTRACT, the CONSULTANT, for itself, its assignees and successor-in-interest (hereinafter referred to as the "CONSULTANT") agrees as follows:

1. Compliance with Regulations: The CONSULTANT will comply with the Regulations of the Department of Transportation relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (Title 49, Code of Federal Regulations, Part 21, hereinafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of this CONTRACT.

2. Nondiscrimination: The CONSULTANT, with regard to the work performed by it after award and prior to completion of the contract work, will not discriminate on the grounds of race, religion, color, sex, national origin, age or disability in the selection and retention of subconsultants including procurement of materials and leases of equipment. The CONSULTANT will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the CONTRACT covers a program set forth in Appendix B of the Regulations. In addition, the CONSULTANT will not participate either directly or indirectly in discrimination prohibited by 23 C.F.R. 710.405(b).

3. Solicitations for Subcontracts. Including Procurement of Materials and Equipment: In all Solicitations, either by competitive bidding or negotiation made by the CONSULTANT for work to be performed under a subcontract, including procurement of materials or equipment, each potential subconsultant or supplier shall be notified by the CONSULTANT of the CONSULTANT's obligations under this CONTRACT and the Regulations relative to nondiscrimination on the grounds of race, religion, color, sex, national origin, age or disability.

4. Anti-kickback provisions: All contracts and subcontracts for construction or repair shall include a provision for compliance with the Copeland "Anti-Kick Back" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR, Part 3). This Act provides that each contractor or subcontractor shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The CONSULTANT shall report all suspected or reported violations to the LPA.

5. Davis Bacon Act: When required by the federal grant program legislation, all construction contracts awarded to contractors and subcontractors in excess of \$2,000 shall include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 276a to a-7) and as supplemented by Department of Labor regulations (29 CFR, Part 5). Under this Act, contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less often than once a week.

6. Contract Work Hours and Safety Standards Act: Where applicable, all contracts awarded by or to contractors and subcontractors in excess of \$100,000 which involve the employment of mechanics or laborers shall include a provision for compliance with sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor Regulations (29 CFR, Part 5). Under section 103 of the Act, each contractor shall be required to compute the wages of every mechanic and

laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1 1/2 times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction, safety, and health standards promulgated by the Secretary of Labor. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

7. Clean Air Act: Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857 (h)), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15) (Contracts and subcontracts in amounts in excess of \$100,000).

8. Energy Policy and Conservation Act: Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163).

9. Disadvantaged Business Enterprises: It is the policy of the Mississippi Department of Transportation to comply with the requirements of 49 C.F.R. 26, to prohibit unlawful discrimination, to meet its goal for DBE participation, to meet that goal whenever possible by race-neutral means, to create a level playing field, and to achieve that amount of DBE participation that would be obtained in a non-discriminatory market place. To meet that objective in any United States Department of Transportation assisted contracts, the LPA and the CONSULTANT shall comply with the "Mississippi Department of Transportation's Disadvantaged Business Enterprise Programs For United States Department Of Transportation Assisted Contracts".

Neither the CONSULTANT (Contractor), nor any sub-recipient or sub-contractor shall discriminate on the bases of race, color, national origin, or sex in the performance of this contract. The CONSULTANT (Contractor) shall carry out applicable requirements of 49 C.F.R. 26 in the award and administration of United States Department of Transportation assisted contracts. Failure of the CONSULTANT (Contractor) to carry out those requirements is a material breach of the contract which may result in the termination of this contract or such other remedies as the Mississippi Department of Transportation deems appropriate.

10. Worker Visibility: All workers within the right-of-way of a Federal-aid highway who are exposed either to traffic (vehicles using the highway for the purposes of travel) or to construction equipment within the work area shall wear high-visibility safety apparel – personal protective safety clothing that is intended to provide conspicuity during both daytime and nighttime usage, and that meets the Performance Class 2 or 3 requirements of the ANSI/ISEA 107–2004 publication entitled "American National Standard for High-Visibility Safety Apparel and Headwear" – for compliance with 23 CFR, Part 634.

EXHIBIT 6

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS - Certification in accordance with Section 29.510 Appendix A, C.F.R./Vol. 53, No. 102, page 19210 and 19211:

- (1) The CONSULTANT certifies to the best of its knowledge and belief that it and its principals:
 - (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 - (b) have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification: and
 - (d) have not within a three-year period preceding this application/proposal had one or more public transactions (federal, state or local) terminated for cause or default;
 - (e) has not either directly or indirectly entered into any agreement participated in any collusion; or otherwise taken any action in restraint of free competitive negotiation in connection with this CONTRACT.
- (2) The CONSULTANT further certifies, to the best of his/her knowledge and belief, that:
 - (f) No federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a member of Congress, an officer or employee of Congress, or employee of a member of Congress in connection with the awarding of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
 - (g) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of Congress, or any employee of a member of Congress in connection with this CONTRACT, Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions will be completed and submitted.

The certification contained in (1) and (2) above is a material representation of fact upon which reliance is placed and a pre-requisite imposed by Section 1352, Title 31, U. S. Code prior to entering into this CONTRACT. Failure to comply shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000. The CONSULTANT shall include the language of the certification in all subcontracts exceeding \$100,000 and all sub-contractors shall certify and disclose accordingly.

I hereby certify that I am the duly authorized representative of the CONSULTANT for purposes of making this certification, and that neither I, nor any principal, officer, shareholder or employee of the above firm has:

(a) employed or retained for commission, percentages, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above consultant) to solicit or secure this agreement,

(b) agreed, as an express or implied condition for obtaining this CONTRACT, to employ or retain the services of any firm or person in connection with carrying out the agreement, or

(c) paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above consultant) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the agreement; except as herein expressly stated (if any).

I acknowledge that this Agreement may be furnished to the Federal Highway Administration, United States Department of Transportation, in connection with the Agreement involving participation of Federal-Aid Highway funds, and is subject to applicable state and federal laws, both criminal and civil.

SO CERTIFIED this 12th day of February, 2024.

MICHAEL BAKER INTERNATIONAL

BY: Ray Balentine
Ray Balentine, PE, PS, Vice President

ATTEST: RL Chant

My Commission Expires:

Martha F. Nelson

Notary



EXHIBIT 7

CERTIFICATION OF THE LPA

I hereby certify that I am the Chief Administrative Official, duly authorized by the LPA to execute this certification and that the above consulting firm or its representative has not been required, directly or indirectly, as an express or implied condition in connection with obtaining or carrying out this agreement to:

- (a) employ or retain, or agree to employ or retain, firm or person, or
- (b) pay, or agree to pay, to any firm, person organization, any fee, contribution, donation, or consideration of any kind except as here expressly stated (if any).

SO CERTIFIED on the ____ day of _____, 20__.

City of Ridgeland

Gene F. McGee, Mayor

EXHIBIT 8

{Intentionally Left Blank}

EXHIBIT 9

PRIME CONSULTANT / CONTRACTOR EEV CERTIFICATION AND AGREEMENT

By executing this Certification and Agreement, the undersigned verifies its compliance with the, "Mississippi Employment Protection Act," Section 71-11-3 of the Mississippi Code of 1972, as amended, and any rules or regulations promulgated by the LPA, Mississippi Transportation Commission [MTC], Department of Employment Security, State Tax Commission, Secretary of State, Department of Human Services in accordance with the Mississippi Administrative Procedures Law (Section 25-43-1 et seq., Mississippi Code of 1972, as amended), stating affirmatively that the individual, firm, or corporation which is contracting with the LPA has registered with and is participating in a federal work authorization program* operated by the United States Department of Homeland Security to electronically verify information of newly hired employees pursuant to the Immigration Reform and Control Act of 1986, Pub.L. 99-603, 100 Stat 3359, as amended. The undersigned agrees to inform the LPA if the undersigned is no longer registered or participating in the program.

The undersigned agrees that, should it employ or contract with any entity(s) in connection with the performance of this CONTRACT, the undersigned will secure from such entity(s) verification of compliance with the Mississippi Employment Protection Act. The undersigned further agrees to maintain records of such compliance and provide a copy of each such verification to the LPA, if requested, for the benefit of the LPA or this CONTRACT.

75263

EEV* Company Identification Number [Required]

The undersigned certifies that the above information is complete, true and correct to the best of my knowledge and belief. The undersigned acknowledges that any violation may be subject to the cancellation of the contract, ineligibility for any state or public contract for up to three (3) years, the loss of any license, permit, certificate or other document granted by any agency, department or government entity for the right to do business in Mississippi for up to one (1) year, or both, any and all additional costs incurred because of the contract cancellation or the loss of any license or permit, and may be subject to additional felony prosecution for knowingly or recklessly accepting employment for compensation from an unauthorized alien as defined by 8 U.S.C §1324a(h)(3), said action punishable by imprisonment for not less than one (1) year nor more than five (5) years, a fine of not less than One Thousand Dollars (\$1,000.00) nor more than Ten Thousand Dollars (\$10,000.00), or both, in addition to such prosecution and penalties as provided by Federal law.

BY:

Ray Balentine
Ray Balentine, PE, PS, Vice President

2/12/24
Date

Ray Balentine
Printed Name of Authorized Officer or Agent

Vice President
Title of Authorized Officer or Agent of Contractor / Consultant

SWORN TO AND SUBSCRIBED before me on this the 12th day of February, 2024.

Martha L. Nelson
NOTARY PUBLIC

My Commission Expires: March 21, 2026

* As of the effective date of the Mississippi Employment Protection Act, the applicable federal work authorization program is E-Verify™ operated by the U. S. Citizenship and Immigration Services of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration.

{Insert the Cost Fee Schedule for CE and I Projects from the gomdot.com web site here}

FEE PROPOSAL

CONSTRUCTION ENGINEERING & INSPECTION

US Highway 51 at Lake Harbour Drive Intersection Improvements

Prepared for:
Mississippi Department of Transportation

***Project Number: STP-6928-00(019)LPA
109161-701000
Ridgeland , MS***

Prepared by: Michael Baker International

Date Submitted: ***January 17, 2024***
Date Revised:

Cost Summary

US Highway 51 at Lake Harbour Drive Intersection Improvements

CONSTRUCTION ENGINEERING & INSPECTION

Michael Baker International

Labor Costs

CE&I Services	\$	101,198.63
---------------	----	------------

Participating Drive Hours Cost

CE&I Services	\$	-
---------------	----	---

Direct Costs

CE&I Services	\$	249.55
---------------	----	--------

Subtotal	Michael Baker International	
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\$	101,448.18
----	------------

{name of SubConsultant}

Labor Costs

CE&I Services	\$	-
---------------	----	---

Participating Drive Hours Cost

CE&I Services	\$	-
---------------	----	---

Direct Costs

CE&I Services	\$	-
---------------	----	---

Subtotal Cost	{name of SubConsultant}	
---------------	-------------------------	--

\$	-
----	---

Burns Cooley Dennis

Labor Costs

Testing Services	\$	18,572.35
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Direct Costs

CE&I Services	\$	60.92
---------------	----	-------

Subtotal Cost	Burns Cooley Dennis	
---------------	---------------------	--

\$	18,633.27
----	-----------

PROJECT TOTAL COSTS

\$	120,081.45
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Back-up must be provided for all SubConsultants

If additional sheets are required, Consultant will be responsible for accuracy

BILLING RATE TABLE

Michael Baker International

CONSTRUCTION ENGINEERING & INSPECTION

Home Overhead Rate ²	<u>141.9580% %</u>
FCCM (Home)	<u>%</u>
Field Overhead Rate ²	<u>115.0300% %</u>
FCCM (Field)	<u>%</u>
Profit	<u>12.0000% %</u>

REGULAR BILLING TIME 2024

Classification	Raw Wage Rate	Audited OH Rate ³	FCCM	Profit	Regular Billing Rate
Project Manager		\$ -	\$ -	\$ -	\$ -
Project Engineer	\$ 61.90	\$ 87.87	\$ -	\$ 17.97	\$ 167.74
Safety Officer/ Storm Water	\$ 53.05	\$ 75.31	\$ -	\$ 15.40	\$ 143.76
Document Manager	\$ 44.28	\$ 62.86	\$ -	\$ 12.86	\$ 120.00
Inspector I	\$ 28.98	\$ 33.34	\$ -	\$ 7.48	\$ 69.79
Inspector II	\$ 35.39	\$ 40.71	\$ -	\$ 9.13	\$ 85.23
Party Chief	\$ 44.00	\$ 50.61	\$ -	\$ 11.35	\$ 105.97
Survey Technician	\$ 22.66	\$ 26.07	\$ -	\$ 5.85	\$ 54.57

OVERTIME BILLING RATES 2024 ***

Classification	Raw Wage Rate	Audited OH Rate ³	FCCM	Profit	Regular Billing Rate
Inspector I	\$ 28.98	\$ 33.34	\$ -	\$ 7.48	\$ 84.28
Inspector II	\$ 35.39	\$ 40.71	\$ -	\$ 9.13	\$ 102.93
{additional classifications}		\$ -	\$ -	\$ -	\$ -

² Approved by MDOT

³ If needed, adjust formula to include appropriate overhead rate

*** Overtime may only be allowable for those employees per Federal requirements.

*** Overtime is calculated by Raw Wage only * 1.5. Overhead and profit shall not be increased by 1.5

Risk Based Inspection (RBI) hours

Project Name

US Highway 51 at Lake Harbour Drive Intersection Improvements

MDOT Project No.

109161-701000

Consulting Firm Name

Michael Baker International

Construction Schedule Approval Date

Phase	Pay Item numbers	Risk Level (Low, Moderate, High)	Inspection Frequency (I, P, F)	Inspection Hours per Working Day	Phase Duration (Working Days)	Inspection Hours
Miscellaneous	202,211-246,503- 602,604,609-620, 630-815	med	I	1	68	68
Excavation and Drainage	203,206-209,601-604	high	F	7	21	147
Base and Pavement	209,304,403,406,407	high	F	7	24	168
Pedestrian Facilities	604,608	med	P	4	8	32
Traffic Safety	635,647,660	high	F	7	4	28
Pavement Markings	619,626-627	med	I	1	4	4
Bridges/Retaining Walls	815	low	P	4	1	4

Winter Months	Working Days Available	Maximum Additional Hours Considered per Working Day	Maximum Considered
December	5		
January	6		
February	7		

Total Inspection Hours Allowed

451

NOTES:

Refer to "Risk Based Inspection and Material Testing Guide Local Public Agency Projects"

Pay Item numbers should be shown here and on Construction Schedule

Risk Level and Inspection Frequency to be established in consultation with MDOT LPA Division/Engineer

Inspection hours should show low end of range unless a valid reason is presented in writing below

Phase Duration is taken from the Construction Schedule

Winter Month hours may be used if Construction Schedule shows overlay of those months

Request for increase in hour range beyond the standard minimum:

HOUR DISTRIBUTION / LABOR COSTS Michael Baker International CONSTRUCTION ENGINEERING & INSPECTION

109161-701000

REGULAR HOURS ONLY

POSITION TITLE	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Subtotal Hours	Hourly Rate	Extension
	6	7	11	15	19	20	21	21	20	16	11	5			
Project Manager													0	\$ -	\$ -
Project Engineer						28	50	42	32	27			179	\$ 167.74	\$ 30,025.46
Safety Officer/ Storm Water						4	8	16	16				44	\$ 143.76	\$ 6,325.44
Document Manager						10	32	32	24	18			116	\$ 120.00	\$ 13,920.00
Inspector I						10	64	64	65	8			211	\$ 69.79	\$ 14,725.69
Inspector II							50	70	80				200	\$ 85.23	\$ 17,046.00
Party Chief							24	24	24	24			96	\$ 105.97	\$ 10,173.12
Survey Tech							24	24	24	24			96	\$ 54.57	\$ 5,238.72
													Labor Subtotal (Regular) \$ 97,454.43		

109161-701000

OVERTIME HOURS ONLY

POSITION TITLE	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Subtotal Hours	Hourly Rate	Extension
	6	7	11	15	19	20	21	21	20	16	11	5			
Inspector I							10	10					20	\$ 84.28	\$ 1,685.60
Inspector II							10	10					20	\$ 102.93	\$ 2,058.60
													0		\$ -
													Labor Subtotal (Overtime) \$ 3,744.20		

109161-701000

PARTICIPATING DRIVE HOURS ONLY

POSITION TITLE	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Subtotal Hours	Hourly Rate	Extension
	6	7	11	15	19	20	21	21	20	16	11	5			
Project Manager													0	\$ -	\$ -
Project Engineer													0	\$ 167.74	\$ -
Safety Officer/ Storm Water													0	\$ 143.76	\$ -
Document Manager													0	\$ 120.00	\$ -
Inspector I													0	\$ 69.79	\$ -
Inspector II													0	\$ 85.23	\$ -
Party Chief													0	\$ 105.97	\$ -
Survey Tech													0	\$ 54.57	\$ -
													Participating Drive Cost \$ -		

CONTRACTOR'S Project Completion Time: 68 Productive Days
 Construction Cost Estimate: \$1,510,951.30

DIRECT COSTS
Michael Baker International
CONSTRUCTION ENGINEERING & INSPECTION

POSITION TITLE	LODGING	MEALS	TRAVEL	PRINTING	{OTHER}	MONTH TOTAL
Project Manager						\$ -
Project Engineer			\$ 35.37			\$ 35.37
Safety Officer/ Storm Water						\$ -
Document Manager						\$ -
Inspector I			\$ 133.62			\$ 133.62
Inspector II			\$ 80.56			\$ 80.56
Party Chief						\$ -
TOTAL						\$ 249.55

***** Provide detail for breakdown of Direct Costs

Project Engineer: 18 Days @ 3 miles/day = 54 Miles at \$0.655/mile

Inspector 1: 68 days @ 3 miles/day = 204 miles at \$0.655/mile

Inspector 3: 41 Days @ 3 miles/day = 123 Miles at \$0.655/ mile

BILLING RATE TABLE

{name of SubConsultant}

CONSTRUCTION ENGINEERING & INSPECTION

Home Overhead Rate ²	_____ %
FCCM (Home)	_____ %
Field Overhead Rate ²	_____ %
FCCM (Field)	_____ %
Profit	_____ %

REGULAR BILLING TIME

Classification	Raw Wage Rate	Audited OH Rate ³	FCCM	Profit
Principal	_____	\$ -	\$ -	\$ -
Project Manager	_____	\$ -	\$ -	\$ -
Project Engineer	_____	\$ -	\$ -	\$ -
Inspector I	_____	\$ -	\$ -	\$ -
Inspector II	_____	\$ -	\$ -	\$ -
Administrative Assistant	_____	\$ -	\$ -	\$ -
{additional classifications}	_____	\$ -	\$ -	\$ -

OVERTIME BILLING RATES ***

Classification	Raw Wage Rate	Audited OH Rate ³	FCCM	Profit
Inspector I	\$ -	\$ -	\$ -	\$ -
Inspector II	\$ -	\$ -	\$ -	\$ -
{additional classifications}	_____	\$ -	\$ -	\$ -

² Approved by MDOT

³ If needed, adjust formula to include appropriate overhead rate

HOUR DISTRIBUTION / LABOR COSTS {name of SubConsultant} CONSTRUCTION ENGINEERING & INSPECTION

109161-701000

REGULAR HOURS ONLY

POSITION TITLE	Hours Per Month												Subtotal Hours	Hourly Rate	Extension	
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec				
	6	7	11	15	19	20	21	21	20	16	11	5				
Principal														0	\$ -	\$ -
Project Manager														0	\$ -	\$ -
Project Engineer														0	\$ -	\$ -
Inspector I														0	\$ -	\$ -
Inspector II														0	\$ -	\$ -
Administrative Assistant														0	\$ -	\$ -

DIRECT COSTS
 {name of SubConsultant}
 CONSTRUCTION ENGINEERING & INSPECTION

POSITION TITLE	LODGING	MEALS	TRAVEL	PRINTING	{OTHER}	MONTH TOTAL
Principal						\$ -
Project Manager						\$ -
Project Engineer						\$ -
Inspector I						\$ -
Inspector II						\$ -
Administrative Assistant						\$ -
TOTAL						\$ -

**** Provide detail for breakdown of Direct Costs

For Example:

5 nights hotel at \$85 per night

50 miles at \$.56 per mile per 2 hours/day

6 days meals of \$41

ESTIMATED MAXIMUM FEE FOR TESTING SERVICES

Project Name	US Highway 51 at Lake Harbour Drive Intersection Improvements
MDOT Project No.	109161-701000
Testing Firm Name	Burns Cooley Dennis, Inc.
MDOT District Material Engineer Approval Date for the S&T Report	9/21/2023

Home Overhead Rate ²	172.34% %
FCCM (Home)	0.43% %
Field Overhead Rate ²	172.34% %
FCCM (Field)	0.43% %
Profit	12.00% %

Classification	Hours	Raw Wage Rate	Audited OH Rate	Profit	FCCM	Regular Billing Rate	Total
Project Manager	14	\$ 80.00	\$ 137.87	\$ 26.14	\$ 0.34	\$ 244.36	\$ 3,421.04
Project Engineer	3	\$ 70.00	\$ 120.64	\$ 22.88	\$ 0.30	\$ 213.82	\$ 641.46
Materials Engineer	13	\$ 50.00	\$ 86.17	\$ 16.34	\$ 0.22	\$ 152.73	\$ 1,985.49
Admin. Assistant	23	\$ 22.00	\$ 37.91	\$ 7.19	\$ 0.09	\$ 67.20	\$ 1,545.60
Field Technician	91	\$ 25.00	\$ 43.09	\$ 8.17	\$ 0.11	\$ 76.36	\$ 6,948.76

SUBTOTAL - LABOR COSTS \$ 14,542.35

LPA Project Sampling and Testing Requirements

Item Number and Item	Test	Frequency	Test	Unit Cost	Total Cost
203-A001 Unclass. Excav. 203-EX020 Borrow Excav. 206-A001 Structure Excavation 206-B001 Select Material 304-G001, G002, G003 Crushed Stone	Atterberg Limits (T89 and T90)		High	6	\$ 75.00 \$ 450.00
211-B001 Topsoil for Slope Treatment 203-A001 Unclass. Excav. 203-A001 Unclass. Excav. 203-EX020 Borrow Excav. 206-A001 Structure Excavation 206-B001 Select Material 211-B001 Topsoil for Slope Treatment	Shrinkage Limit		High	1	\$ 80.00 \$ 80.00
203-A001 Unclass. Excav. 203-EX020 Borrow Excav. 206-A001 Structure Excavation 206-B001 Select Material 211-B001 Topsoil for Slope Treatment	Minus No. 200 Wash (T11)		High	5	\$ 60.00 \$ 300.00
203-A001 Unclass. Excav. 203-EX020 Borrow Excav. 206-A001 Structure Excavation 206-B001 Select Material 304-G001, G002, G003 Crushed Stone	Standard Proctors (MT-8)		High	6	\$ 240.00 \$ 1,440.00
211-B001 Topsoil for Slope Treatment 211-B001 Topsoil for Slope Treatment	pH		High	1	\$ 55.00 \$ 55.00
304-G001, G002, G003 Crushed Stone 211-B001 Topsoil for Slope Treatment	Gradation (T27)		High	2	\$ 175.00 \$ 350.00
203-A001 Unclass. Excav. 203-EX013 Borrow Excav. 304-G001, G002, G003 Crushed Stone Utility Pipes	Nuclear Density (T312)		High	38	\$ 25.00 \$ 950.00
403-A002 MT 12.5mm 403-A005 MT 19mm 403-A014 MT 9.5mm 403-A006 ST 19mm	Bulk Specific Gravity (T166)		High	7	\$ 40.00 \$ 280.00
221-A001 Concrete Paved Ditch 601-B001 Class "B" Minor Struct. 601-B002 Class "C" Minor Struct. 608-B001 Sidewalk w Reinforcement 609-D014 Comb. Curb & Gutter, T 3BM	Compressive Strength		High	5	\$ 25.00 \$ 125.00

SUB-TOTAL - LPA Project Sampling and Testing Requirements \$ 4,030.00

EXPENSE ITEMS	Quantity	Unit	Rate	Total Cost
Automobile Travel	93	Miles	\$ 0.66	\$ 60.92

SUB-TOTAL - EXPENSE ITEMS \$ 60.92

TOTAL PROPOSED FEE \$ 18,633.27

NOTES:

The above quantities are estimated using the 2020 LPA Project Sampling and Testing Requirements based on a High Risk and the approved Sampling and Testing Proposal. Multiple trips will likely be required to pickup soil and aggregate samples due to the contractor's operation and not all material being delivered to the site at one time. The breakdown below outlines the number of trips and hours per trip for each of the pay items that will require testing. Technician hours are based on 11 - 4 hour trips to the project site for earthwork and granular testing, 5 - 4 hour trips for concrete testing, 7 - 2 hour trips for asphalt testing, and 8 - 1 hour trips for sample pickup. One hour clerical per technician testing trip. 0.25 hours project manager per materials testing trip and 8 hours for meetings. 0.5 hours project engineer per concrete testing trip. 0.5 hours materials engineer per earthwork, granular, and asphalt testing trip and 4 hours for meetings. Mileage is based on 3 miles per trip. The time shown for the Project/Materials Engineer and Admin. Assistant is for the preparation and review of reports. The Project Manager time shown is for overall review of testing work and reporting.

Senior Field Inspector Trip and Hourly Summary

Description	Trips	Hours/Trip	Hours	Miles/ Trip	Miles
Item 203	9	4	36	3	27
Item 304	2	4	8	3	6
Items 221, 601, 608, 609	5	5	25	3	15
Item 403	7	2	14	3	21

{put Termini in here:}
 {LPA name}, MS
 {external #}LPA / {MDOT #}
 {Date}
 {name of PDA sub}

Estimate of PDA Mobilization Cost per mile				
Miles one-way	miles round trip	No. of round trips	miles/hr	no. of hours
hourly wage ⁽¹⁾	raw labor	overhead	total labor	COST PER MILE
			\$ -	\$ -

(1) 1 Engineer @ \$xx/hour avg raw labor rate

UNIT	ROUND TRIP		ESTIMATED	
	ALL SITES	2016 MAC	Estimated	COST
PDA Mobilization / Demobilization	cost/mile	0 miles	\$ -	\$ -
PDA Testing	per 1/4 day (3hrs)	0	\$ -	\$ -
Total PDA field testing \$ -				

(includes engineer salary for travel time to & from site plus on-site testing cost)

No. of Test Piles	No. of EOIDS	1-Day Restrikes	7-Day Restrikes	Total PDA tests

PDA Test Pile No.	No. Qtrs for EOID	No. Qtrs for 1-Day Restrike	No. Qtrs for 7-Day Restrike	Total No. of Qtrs/testpile
1				
2				

Total Project PDA Qtrs
0

MDOT Process Item Description	No. of	Estimated Office Hours									
	Sheets	Principal	Project Manager	Discipline Manager	Engineer	Engineer Intern	Designer	Admin II	Sr. Field Technician	Total Hours	Total Hours
{ example: Initial Drive, 1-day and 7-day Restrikes for each test pile (total two piles, 6 Total PDA tests), One Bridge Site}											
Travel										0.0	0.0
CAPWAP Analyses										0.0	0.0
WEAP Analyses										0.0	0.0
Report										0.0	0.0

Totals		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0		0.0
Total Hours											

Raw Labor Rates
Labor Cost

--	--	--	--	--	--	--	--	--	--	--	--

Overhead %

Fixed Fee %

FCCM Overhead %

SUBTOTAL - LABOR COSTS

\$ -

EXPENSE ITEMS	Quantity	Unit	Unit Cost	Total Cost	Cost
Equipment					\$0.00
Motel					\$0.00
Per Diem					\$0.00
Mileage					\$0.00

SUB-TOTAL - EXPENSE ITEMS

\$0.00

TOTAL PROPOSED FEE

\$ -

Total cost / pile \$ -

1. ACTUAL WORKING DAY TOTAL, AS ASSESSED BY THE PROJECT ENGINEER ON FORM CSD-765 SHALL GOVERN.

EVERYTHING ABOVE THIS ROW IS REQUIRED TO BE SUBMITTED AND APPROVED AS PART OF THE PRELIMINARY ENGINEERING CONTRACT.

EVERYTHING BELOW THIS ROW SHOULD BE ADDED TO THE APPROVED PROGRESS SCHEDULE AS PART OF THE C&I CONTRACT.

Closeout

1 Clerical (part time)

Inspector IV

NOTICE OF REFERENDUM

The Board of Aldermen for the City of Ridgeland intends to levy a tax of one percent (1%) on the gross proceeds of all sales from restaurants and a tax of two percent (2%) on the gross proceeds of all sales from hotels and motels as defined with Senate Bill 3221. The Referendum shall appear on the ballot for the election to be held on Tuesday, November 5, 2024, which will be presented to the City of Ridgeland qualified electors at polling places designated for general elections. The polling places will be open from the hour of seven o'clock a.m. until the hour of seven o'clock p.m. on that date, and all qualified electors of the City of Ridgeland shall be entitled to vote on this Referendum election.

Motion made by Alderman _____ duly seconded by Alderman _____

and the vote was as follows:

Alderman D. I. Smith _____

Alderman Brian Ramsey _____

Alderman Chuck Gautier _____

Alderman Wesley Hamlin _____

Alderman Ken Heard _____

Alderman Bill Lee _____

Alderman Kevin Holder _____

The above and foregoing resolution and order having received the affirmative vote of the majority of Aldermen present and voting, the Mayor declared the motion carried and adopted on the ____ day of July, 2024.



DATE: JULY 11, 2024

TO: MAYOR & BOARD OF ALDERMEN

FROM: PAULA TIERCE, CITY CLERK/HR DIRECTOR

RE: SEWER ADJUSTMENT

The following accounts have requested sewer adjustments and I recommend approval of same:

02-2945-00	305 Longmeadow Cove	\$53.43
02-2830-04	308 N Longmeadow Ct	\$43.16
05-5585-01	912 Shadowlake Drive	\$32.88

Should you have any questions please feel free to contact my office.

mailing address: p.o. box 217 • ridgeland, ms 39158
street address: 100 W. School St. • 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, mayor pro tempore - ward 3 • Brian P. Ramsey, cmo - ward 4 • Bill Lee - ward 5 • Wesley Hamlin, cmo - ward 6

VENDOR		DOCKET		*-----INVOICE-----*		
NUMBER	NAME	NUMBER	COMMENT	NUMBER	DATE	AMOUNT
01-02148	SOCIETY FOR HUMAN RESOURC	191664	MEMBERSHIP	I CS2322473	7/01/2024	264.00
			MEMBERSHIP	001-080-686	264.00	
TOTAL =						264.00

FUND TOTALS		
FUND	NAME	TOTAL
001	GENERAL FUND	264.00
TOTALS FOR ALL FUNDS =		264.00

VENDOR		DOCKET		*-----INVOICE-----*		
NUMBER	NAME	NUMBER	COMMENT	NUMBER	DATE	AMOUNT
01-00553	A COMPLETE FLAG SOURCE	191665	MOVING FLAGPOLE	I 47501	7/01/2024	2,550.00
			CRANE USE	001-340-637	950.00	
			ACFS LABOR	001-340-637	1,475.00	
			BANNER POLE REPAIR	001-340-637	125.00	
01-00553	A COMPLETE FLAG SOURCE	191666	BANNERS - PR	I 47521	7/01/2024	7,337.75
			BANNERS	001-093-615	7,337.75	
01-02402	ACCESS CONTROL GROUP	191667	FD - DOOR ENTRY	I 9497	6/27/2024	360.00
			ACG LABOR AND DRIVE	001-160-637	360.00	
01-06228	AJ CONSTRUCTION INC	191668	EAST COUNTY LINE RESURFACING	I 2	7/09/2024	661,317.79
			EAST COUNTY LINE RESURFACING	316-601-750	661,317.79	
01-05511	AMAZON CAPITAL SERVICES	191669	HEADSET	I 11NK-Q4VL-71K3	7/01/2024	293.13
			HEADSET	001-042-501	293.13	
01-05511	AMAZON CAPITAL SERVICES	191670	COFFEE - ADMIN	I 11QX-W1FQ-XC64	6/29/2024	78.98
			COFFEE	001-040-540	78.98	
01-05511	AMAZON CAPITAL SERVICES	191671	TABLE COVERS	I 14XR-LY41-GW91	6/26/2024	302.79
			TABLE COVERS	001-340-540	282.00	
			SHIPPING	001-340-540	20.79	
01-05511	AMAZON CAPITAL SERVICES	191672	URINAL SCREENS	I 19KC-Q631-CLF6	7/05/2024	107.96
			URINAL SCREENS	001-100-510	107.96	
01-05511	AMAZON CAPITAL SERVICES	191673	SCREEN PROTECTOR	I 1G3H-Q1LX-HYF7	6/26/2024	38.84
			SCREEN PROTECTOR	001-042-501	17.99	
			SHIPPING	001-042-501	6.99	
			PEN REFILLS	001-080-500	13.86	
01-05511	AMAZON CAPITAL SERVICES	191674	TRAFFIC SUPPLIES	I 1W36-N4L1-YHJ6	6/30/2024	59.99
			BLUE PAINT	001-100-540	59.99	
01-05511	AMAZON CAPITAL SERVICES	191675	THERMAL RECEIPT PAPER	I 1X3T-M4C7-3XHH	6/24/2024	143.99
			THERMAL RECEIPT PAPER	400-650-500	143.99	
01-05511	AMAZON CAPITAL SERVICES	191676	TRAFFIC SUPPLIES	I 1YXN-NDD3-3D6Q	6/30/2024	112.38
			ORANGE PAINT	001-100-540	76.40	
			MARKING WAND	001-100-540	35.98	
01-06526	AMERISPEC INSPECTION SERV	191677	REINSPECTION OCCUPIED	I 062824DL222489	6/28/2024	400.00
			REINSPECTION OCCUPIED	001-000-110	400.00	
01-06526	AMERISPEC INSPECTION SERV	191678	REINSPECTION	I 070324DL222491	7/02/2024	400.00
			REINSPECTION	001-000-110	400.00	
01-06734	THE ARBITRAGE GROUP INC	191679	GEN OBLIG BONDS SERIES 2015	I 87279	6/28/2024	2,500.00
			GEN OBLIG BONDS SERIES 2015	200-450-840	2,500.00	

VENDOR		DOCKET		☆-----INVOICE-----☆		
NUMBER	NAME	NUMBER	COMMENT	NUMBER	DATE	AMOUNT
01-01944	ATMOS ENERGY	191680	3013046088: 05-22-24 -06-20-24 I	202407018432	6/20/2024	110.83
			3013046088: 05-22-24 -06-20-24	001-160-630	110.83	
01-01944	ATMOS ENERGY	191681	3015422613: 05-25-24 -06-25-24 I	202407018433	6/25/2024	126.74
			3015422613: 05-25-24 -06-25-24	001-160-630	126.74	
01-01944	ATMOS ENERGY	191682	3013187195: 05-25-24 -06-25-24 I	202407018434	6/25/2024	49.64
			3013187195: 05-25-24 -06-25-24	001-340-630	49.64	
01-04720	AUTO TRIM DESIGN	191683	FD - DECAL REMOVE UNT 5	I I-113575	6/25/2024	330.00
			SERVICES	001-160-540	165.00	
			REMOVE LOGOS	001-160-540	165.00	
01-05247	BG CHEMICAL LP	191684	HD CLEANER	I 2406-138	6/17/2024	4,125.00
			HD CLEANER	001-201-575	4,125.00	
01-07400	BLURTON BANKS & ASSOCIATI	191685	OLD CITY HALL WTR RELOCAT	I 06.25.2024A	6/25/2024	121,223.00
			12" C900 PVC WTR MAI	400-650-760	5,400.00	
			12" C900 5' TO 10'	400-650-760	640.00	
			12" INST WTR IN CASE	400-650-760	7,200.00	
			24" STEEL CASING	400-650-760	29,400.00	
			16" HDPE WTR BORE	400-650-760	15,760.00	
			INST 12 X 12 TAP SLE	400-650-760	2,800.00	
			CON TO EXIST 6" LINE	400-650-760	2,800.00	
			INST 12" GATE VALVE	400-650-760	500.00	
			DUCT IRON FITTINGS	400-650-760	9,568.00	
			SUPPLY & INST BEDDIN	400-650-760	1,200.00	
			INST & SUP BACKFILL	400-650-760	10,850.00	
			ABD 6" EXIST WTR LIN	400-650-760	5,000.00	
			REM & SALVAGE METER	400-650-760	2,400.00	
			ASPHALT REMOVAL	400-650-760	360.00	
			CONCRETE REMOVAL	400-650-760	2,000.00	
			SEED & FERTILIZE	400-650-760	2,000.00	
			BACKHOE & OPERATOR	400-650-760	2,375.00	
			LABORERS	400-650-760	5,460.00	
			TRACKHOE/OPERATOR	400-650-760	10,920.00	
			DUMPTRICK	400-650-760	4,590.00	
01-07400	BLURTON BANKS & ASSOCIATI	191686	WOLCOTT SEWER REPLACE	I 06.27.2024A	6/27/2024	4,400.00
			TRACKHOE/OPER	400-650-603	2,240.00	
			LABORER	400-650-603	2,160.00	
01-07400	BLURTON BANKS & ASSOCIATI	191687	GREENWOOD LANE	I 07.02.2024A	7/02/2024	6,490.00
			TRACKHOE	400-650-603	2,940.00	
			BACKHOE	400-650-603	1,330.00	
			LABORER	400-650-603	1,680.00	
			SOD	400-650-603	540.00	
01-08420	BROWN BOTTLING GROUP INC	191688	DRINKS FOR EVENT	I 276142	6/25/2024	506.00
			PEPSI	001-340-650	68.20	
			MOUNTAIN DEW	001-340-650	68.20	

VENDOR		DOCKET		*-----INVOICE-----*		
NUMBER	NAME	NUMBER	COMMENT	NUMBER	DATE	AMOUNT
01-08420	BROWN BOTTLING GROUP INC	191688	DRINKS FOR EVENT	I 276142	6/25/2024	506.00
			DIET MOUNTAIN DEW	001-340-650	68.20	
			DIET DR PEPPER	001-340-650	136.40	
			AQUAFINA WATER	001-340-650	165.00	
01-08420	BROWN BOTTLING GROUP INC	191689	DRINKS FOR EVENT	I 276901	6/26/2024	195.00
			GATORADE	001-340-650	195.00	
01-02311	BUFKIN MECHANICAL INC	191690	SERVICE CALLS JUNE	I 80371	6/19/2024	751.00
			SERVICE PLUMBING	001-340-637	200.00	
			SERVICE PLUMBING	001-340-637	200.00	
			PLUMBING MATERIAL	001-340-637	351.00	
01-02311	BUFKIN MECHANICAL INC	191691	SERVICE CALLS JUNE	I 80389	6/25/2024	1,115.00
			SERVICE HVAC	001-340-637	450.00	
			MATERIAL	001-340-637	665.00	
01-08860	BULLDOG CONSTRUCTION CO I	191692	ADCOCK DRIVE	I 5823	6/20/2024	19,109.00
			SAWCUTTING	001-201-603	728.00	
			C&G LEVEL & LIFT	001-201-603	7,881.00	
			R&R EXIST C&GUTTER	001-201-603	10,500.00	
01-08860	BULLDOG CONSTRUCTION CO I	191693	FOAM SEALING STORM DRAIN	I 5828	6/27/2024	2,775.00
			INSTALL FOAM	001-201-603	2,775.00	
01-05106	C SPIRE BUSINESS SOLUTION	191694	APPLECARE IPHONE- P.TILLMAN	I C022137061	6/05/2024	149.00
			APPLECARE IPHONE- P.TILLMAN	001-201-605	149.00	
01-05106	C SPIRE BUSINESS SOLUTION	191695	APPLECARE STOKES & WILBOURN	I C022278482	6/17/2024	298.00
			APPLECARE STOKES & WILBOURN	001-160-605	298.00	
01-03826	C SPIRE WIRELESS	191696	0031656076: 05-23-24 -06-22-24	I 202407088439	6/22/2024	546.76
			0031656076: 05-23-24 -06-22-24	001-160-605	546.76	
01-03826	C SPIRE WIRELESS	191697	0031656019: 05-23-24 -06-22-24	I 202407108521	6/22/2024	48.84
			0031656019: 05-23-24 -06-22-24	001-020-605	48.84	
01-03826	C SPIRE WIRELESS	191698	0031603285: 05-23-24 -06-22-24	I 202407108540	6/22/2024	4,076.09
			0031603285: 05-23-24 -06-22-24	001-100-605	4,076.09	
01-03826	C SPIRE WIRELESS	191699	0031656041: 05-23-24 -06-22-24	I 202407118545	6/22/2024	701.24
			0031656041: 05-23-24 -06-22-24	001-020-605	444.68	
			0031656041: 05-23-24 -06-22-24	001-042-605	132.16	
			0031656041: 05-23-24 -06-22-24	001-080-605	48.84	
			0031656041: 05-23-24 -06-22-24	001-093-605	53.03	
			0031656041: 05-23-24 -06-22-24	001-092-605	22.53	
01-03826	C SPIRE WIRELESS	191700	0031656148: 05-23-24 -06-22-24	I 202407118546	6/22/2024	1,257.53
			0031656148: 05-23-24 -06-22-24	001-201-605	681.01	
			0031656148: 05-23-24 -06-22-24	400-650-605	489.01	
			0031656148: 05-23-24 -06-22-24	404-650-605	87.51	

VENDOR		DOCKET	*-----INVOICE-----*			
NUMBER	NAME	NUMBER	COMMENT	NUMBER	DATE	AMOUNT
01-01999	MICHELLE CABALLERO	191701	JULY 8, 2024 MEETING	I 070824	7/08/2024	50.00
			JULY 8, 2024 MEETING	001-180-611	50.00	
01-06314	CADENCE INSURANCE	191702	TOYOTA 4 RUNNER ENDORSEMENT	I 551010	6/18/2024	249.00
			TOYOTA 4 RUNNER ENDORSEMENT	001-092-625	249.00	
01-06314	CADENCE INSURANCE	191703	ADD 2023 FORD SUPER DUTY	I 552582	7/01/2024	223.00
			ADD 2023 FORD SUPER DUTY	001-092-625	223.00	
01-06314	CADENCE INSURANCE	191704	ADD EQUIP 2023 FORD EXPLORER	I 552584	7/01/2024	22.00
			ADD EQUIP 2023 FORD EXPLORER	001-092-625	22.00	
01-06314	CADENCE INSURANCE	191705	ADD HONDA PILOT	I 552585	7/01/2024	133.00
			ADD HONDA PILOT	001-092-625	133.00	
01-05777	CANTON SANITARY LANDFILL	191706	SANITARY DISPOSAL	I 00210307	7/02/2024	46.05
			INERT MATERIAL	001-100-682	40.00	
			ENV. FEE	001-100-682	5.00	
			FUEL CHARGE	001-100-682	1.00	
			STATE FEE	001-100-682	0.05	
01-11050	CAR CARE CLINIC INC	191707	OIL CHANGE P401	I 0081925	6/27/2024	88.49
			OIL CHANGE P401	001-100-632	99.49	
			DISCOUNT	001-100-632	11.00CR	
01-11050	CAR CARE CLINIC INC	191708	AUTO REPAIR	I 0082055	7/08/2024	65.85
			TIRE ROTATION P407	001-100-632	15.00	
			OIL CHANGE P407	001-100-632	56.49	
			FLEET DISCOUNT	001-100-632	5.64CR	
01-11050	CAR CARE CLINIC INC	191709	AUTO REPAIR	I 0082068	7/05/2024	72.00
			M&B P338 TIRES	001-100-632	72.00	
01-11050	CAR CARE CLINIC INC	191710	AUTO REPAIR	I 0082106	7/08/2024	75.49
			OIL CHANGE P389	001-100-632	75.49	
01-11050	CAR CARE CLINIC INC	191711	AUTO REPAIR	I 0082108	7/08/2024	15.00
			FLATTIRE REPAIR P404	001-100-632	15.00	
01-12050	CENTRAL PIPE SUPPLY INC	191712	WATER METER PROJECT	I S100376750.001	6/25/2024	44,345.68
			6" X 24" E METER	467-650-760	5,852.00	
			6"X18" E METER	467-650-760	33,216.00	
			#68307-011 EXT CABLE	467-650-760	431.20	
			BADGER ENDPOINT	467-650-760	1,280.16	
			6" 150# FLANGE PK	467-650-760	740.32	
			M&H CHECK VALVE	467-650-760	942.00	
			UL/FM 6" FLANG CK VA	467-650-760	1,884.00	
01-12050	CENTRAL PIPE SUPPLY INC	191713	METER TURN OFF KEY	I S100378127.001	6/25/2024	369.96
			METER CURB WR. 3'	400-650-540	126.00	
			METER CURB WR. 4'	400-650-540	140.00	

VENDOR		DOCKET		*-----INVOICE-----*			
NUMBER	NAME	NUMBER	COMMENT	NUMBER	DATE	AMOUNT	
01-12050	CENTRAL PIPE SUPPLY INC	191713	METER TURN OFF KEY PIPE LUBRICANT QT. PIPE LUBRICANT GAL.	I S100378127.001 400-650-540 400-650-540	6/25/2024 23.92 80.04	369.96	CONT
01-12050	CENTRAL PIPE SUPPLY INC	191714	METER TURN OFF KEY PIPE CLEANER PT. PIPE GLUE PT. 2" 2 HOLE FLANGE KIT	I S100378148.001 400-650-540 400-650-540 467-650-760	6/25/2024 157.92 178.56 550.00	886.48	
01-12050	CENTRAL PIPE SUPPLY INC	191715	TAP SLEEVES TOP GOLF 12"x4" TAP SL. W/VAL 12"x6" TAP SL.W/VALV	I S100378169.001 400-650-760 400-650-760	6/25/2024 1,146.40 1,415.10	2,561.50	
01-12050	CENTRAL PIPE SUPPLY INC	191716	METER TURN OFF KEY 3/4COMPTO3/4 CURB ST 1" PVC INSERT	I S100378309.001 400-650-575 400-650-575	6/26/2024 912.60 96.00	1,008.60	
01-12050	CENTRAL PIPE SUPPLY INC	191717	METER TURN OFF KEY SPLICE KIT	I S100378534.001 400-650-575	6/27/2024 30.90	30.90	
01-12050	CENTRAL PIPE SUPPLY INC	191718	METER TURN OFF KEY 2"x12" REPAIR CLAMP 2" BRASS CHECK VALVE	I S100378648.001 400-650-575 400-650-575	6/28/2024 413.55 78.73	492.28	
01-13025	CINTAS CORPORATION LOC #2	191719	PAYER #14850389 PAYER #14850389	I 97048696 400-650-540	6/26/2024 34.86	34.86	
01-13025	CINTAS CORPORATION LOC #2	191720	PAYER #14849134 PAYER #14849134	I 97048831 001-201-535	6/26/2024 163.85	163.85	
01-13025	CINTAS CORPORATION LOC #2	191721	PAYER #14849134 PAYER #14849134 PAYER #14849134	I 97049023 400-650-535 404-650-535	6/26/2024 148.85 23.33	172.18	
01-13025	CINTAS CORPORATION LOC #2	191722	PAYER #14850389 PAYER #14850389	I 97687831 400-650-540	7/02/2024 34.86	34.86	
01-13025	CINTAS CORPORATION LOC #2	191723	PAYER# 14849134 PAYER# 14849134	I 97688069 001-201-535	7/02/2024 157.21	157.21	
01-13025	CINTAS CORPORATION LOC #2	191724	PAYER #14849134 PAYER #14849134 PAYER #14849134	I 97688239 400-650-535 404-650-535	7/02/2024 232.45 23.33	255.78	
01-05296	CIVIC PLUS	191725	CIVIC CLERK ANNUAL FEE RENEWAL CIVIC CLERK ANNUAL FEE RENEWAL	I 308151 001-020-604	7/01/2024 6,884.63	6,884.63	
01-14415	COAST CHLORINATOR & PUMP	191726	EJECTORS FOR WELLS EJ250PPD/5KGH EJECTO EJ100C101021201 EJECT FREIGHT	I 77525 400-650-603 400-650-603 400-650-603	6/25/2024 1,584.00 2,500.00 65.00	4,149.00	

VENDOR		DOCKET	*-----INVOICE-----*			
NUMBER	NAME	NUMBER	COMMENT	NUMBER	DATE	AMOUNT
01-02440	COMCAST CABLE	191727	8396410530214796: 06-29 -07-28 I	202407108541	6/25/2024	142.33
			8396410530214796: 06-29 -07-28	001-160-604	142.33	
01-02440	COMCAST CABLE	191728	8396410530116512: 07-04 -08-03 I	202407108544	7/01/2024	21.00
			8396410530116512: 07-04 -08-03	001-100-604	21.00	
01-02613	DATAPROSE LLC	191729	PRINTING WATER QUALITY INSERT I	3P89165	5/07/2024	360.22
			PRINTING WATER QUALITY INSERT	400-650-604	360.22	
01-02613	DATAPROSE LLC	191730	06-01-24 - 06-30-24 BILLING I	DP2402904	6/30/2024	4,091.31
			06-01-24 - 06-30-24 BILLING	400-650-604	4,091.31	
01-17329	DAVIS REFRIGERATION & ELE	191731	FD - ICE MAKER I	13146	6/21/2024	575.00
			CHANGED CURTAIN SWIT	001-160-635	575.00	
01-18050	DELL MARKETING L.P.	191732	SCANNER I	10749876929	5/22/2024	896.00
			SCANNER	001-180-730	896.00	
01-01993	DEVINEY RENTAL AND SUPPLY	191733	BLOWER & SPRAYER I	ES10760	6/05/2024	1,327.96
			REDMAX EBZ7500RH	001-340-540	911.98	
			REDMAX BACKPACK SPRA	001-340-540	415.98	
01-19150	DIVE RESCUE INTERNATIONAL	191734	FD - SUPPLIES DIVE I	INV196224	6/27/2024	204.79
			MASK BAGS	001-160-540	171.12	
			FREIGHT	001-160-540	33.67	
01-19150	DIVE RESCUE INTERNATIONAL	191735	FD - SUPPLIES DIVE I	INV196225	6/27/2024	181.82
			BMD MK7 OPS HARNESS	001-160-540	165.45	
			FREIGHT	001-160-540	16.37	
01-19150	DIVE RESCUE INTERNATIONAL	191736	FD - SUPPLIES DIVE I	INV196226	6/27/2024	786.39
			RESCUE VEST XL/2XL	001-160-540	357.00	
			RESCUE VEST M/L	001-160-540	357.00	
			FREIGHT	001-160-540	72.39	
01-05360	DAVID DUNBAR	191737	JULY 8, 2024 MEETING I	070824	7/08/2024	50.00
			JULY 8, 2024 MEETING	001-180-611	50.00	
01-03711	EMERGENCY EQUIPMENT PROFE	191738	FD - BOOTS I	503968	6/20/2024	325.00
			COMP TOE FIRE BOOTS	001-160-536	325.00	
01-21500	ENTERGY	191739	14870935 I	202407088454	7/02/2024	1,004.94
			14870935	001-000-016	1,004.94	
01-21500	ENTERGY	191740	14870992 I	202407088455	7/02/2024	3,623.01
			14870992	001-340-630	3,623.01	
01-21500	ENTERGY	191741	14870968 I	202407088456	7/02/2024	45.91
			14870968	001-160-630	45.91	
01-21500	ENTERGY	191742	14870984 I	202407098468	7/02/2024	3,463.56

VENDOR		DOCKET		*-----INVOICE-----*		
NUMBER	NAME	NUMBER	COMMENT	NUMBER	DATE	AMOUNT
01-21500	ENTERGY	191742	14870984	I 202407098468	7/02/2024	3,463.56
			14870984	001-201-630		40.33
			14870984	001-160-630		2,087.99
			14870984	001-350-630		1,335.24
01-21500	ENTERGY	191743	14870976	I 202407098469	7/02/2024	30,807.99
			14870976	001-201-684		30,807.99
01-21500	ENTERGY	191744	14870943	I 202407108539	7/03/2024	33,320.58
			14870943	400-650-630		32,391.43
			14870943	001-160-630		929.15
01-21506	ENTERGY	191745	164979585: 05-24-24 - 06-25-24	I 202407088440	6/27/2024	32.32
			164979585: 05-24-24 - 06-25-24	001-160-630		32.32
01-21506	ENTERGY	191746	197483993: 05-28-24 - 06-26-24	I 202407088441	6/28/2024	35.84
			197483993: 05-28-24 - 06-26-24	001-340-630		35.84
01-21506	ENTERGY	191747	15484330: 05-28-24 - 06-26-24	I 202407088442	6/28/2024	7,440.85
			15484330: 05-28-24 - 06-26-24	001-100-630		7,440.85
01-21506	ENTERGY	191748	69877793: 05-28-24 - 06-26-24	I 202407088443	6/28/2024	31.10
			69877793: 05-28-24 - 06-26-24	001-340-630		31.10
01-21506	ENTERGY	191749	69877819: 05-28-24 - 06-26-24	I 202407088444	6/28/2024	30.47
			69877819: 05-28-24 - 06-26-24	001-340-630		30.47
01-21506	ENTERGY	191750	69877777: 05-28-24 - 06-26-24	I 202407088445	6/28/2024	30.47
			69877777: 05-28-24 - 06-26-24	001-340-630		30.47
01-21506	ENTERGY	191751	169707072: 05-28-24 - 06-26-24	I 202407088446	6/28/2024	4,604.60
			169707072: 05-28-24 - 06-26-24	001-092-630		4,604.60
01-21506	ENTERGY	191752	64589617: 05-28-24 - 06-26-24	I 202407088447	6/28/2024	46.98
			64589617: 05-28-24 - 06-26-24	001-340-630		46.98
01-21506	ENTERGY	191753	119515120: 05-24-24 - 06-24-24	I 202407088448	6/28/2024	59.11
			119515120: 05-24-24 - 06-24-24	001-340-630		59.11
01-21506	ENTERGY	191754	17853490: 05-28-24 - 06-26-24	I 202407088449	6/28/2024	1,460.29
			17853490: 05-28-24 - 06-26-24	001-340-630		1,460.29
01-21506	ENTERGY	191755	64589682: 05-28-24 - 06-26-24	I 202407088450	6/28/2024	30.47
			64589682: 05-28-24 - 06-26-24	001-340-630		30.47
01-21506	ENTERGY	191756	165860172: 05-31-24 - 07-01-24	I 202407088451	7/03/2024	61.07
			165860172: 05-31-24 - 07-01-24	001-100-630		61.07
01-21506	ENTERGY	191757	51277291: 05-29-24 - 06-27-24	I 202407088452	7/01/2024	1,400.90
			51277291: 05-29-24 - 06-27-24	001-160-630		1,400.90
01-21506	ENTERGY	191758	194843454: 05-28-24 - 06-26-24	I 202407088453	6/28/2024	35.84

VENDOR		DOCKET		*-----INVOICE-----*		
NUMBER	NAME	NUMBER	COMMENT	NUMBER	DATE	AMOUNT
01-21506	ENERGY	191758	194843454: 05-28-24 - 06-26-24 I	202407088453	6/28/2024	35.84
			194843454: 05-28-24 - 06-26-24	001-100-630		35.84
01-21506	ENERGY	191759	44930162: 05-24-24 - 06-25-24 I	202407098458	6/27/2024	63.14
			44930162: 05-24-24 - 06-25-24	001-201-684		63.14
01-21506	ENERGY	191760	105612600: 05-24-24 - 06-25-24 I	202407098459	6/27/2024	298.04
			105612600: 05-24-24 - 06-25-24	001-201-684		298.04
01-21506	ENERGY	191761	105612568: 05-24-24 - 06-25-24 I	202407098460	6/27/2024	224.67
			105612568: 05-24-24 - 06-25-24	001-201-684		224.67
01-21506	ENERGY	191762	100962737: 05-24-24 - 06-25-24 I	202407098461	6/27/2024	31.86
			100962737: 05-24-24 - 06-25-24	400-650-630		31.86
01-21506	ENERGY	191763	128655347: 05-24-24 - 06-25-24 I	202407098462	6/27/2024	204.32
			128655347: 05-24-24 - 06-25-24	001-201-684		204.32
01-21506	ENERGY	191764	167495597: 05-24-24 - 06-25-24 I	202407098463	6/27/2024	130.49
			167495597: 05-24-24 - 06-25-24	001-201-684		130.49
01-21506	ENERGY	191765	167495605: 05-24-24 - 06-25-24 I	202407098464	6/27/2024	138.22
			167495605: 05-24-24 - 06-25-24	001-201-684		138.22
01-21506	ENERGY	191766	123466740: 05-24-24 - 06-25-24 I	202407098465	6/27/2024	111.50
			123466740: 05-24-24 - 06-25-24	001-201-684		111.50
01-21506	ENERGY	191767	123466989: 05-24-24 - 06-25-24 I	202407098466	6/27/2024	30.47
			123466989: 05-24-24 - 06-25-24	001-201-684		30.47
01-21506	ENERGY	191768	123467862: 05-24-24 - 06-25-24 I	202407098467	6/27/2024	120.77
			123467862: 05-24-24 - 06-25-24	001-201-684		120.77
01-21506	ENERGY	191769	123469033: 05-24-24 - 06-25-24 I	202407098471	6/27/2024	63.60
			123469033: 05-24-24 - 06-25-24	001-201-684		63.60
01-21506	ENERGY	191770	148884430: 05-24-24 - 06-25-24 I	202407098472	6/27/2024	924.36
			148884430: 05-24-24 - 06-25-24	001-201-684		924.36
01-21506	ENERGY	191771	67890079: 05-24-24 - 06-25-24 I	202407098473	6/27/2024	72.70
			67890079: 05-24-24 - 06-25-24	001-201-684		72.70
01-21506	ENERGY	191772	82141797: 05-24-24 - 06-25-24 I	202407098474	6/27/2024	127.08
			82141797: 05-24-24 - 06-25-24	001-201-684		127.08
01-21506	ENERGY	191773	100962703: 05-28-24 - 06-26-24 I	202407098475	6/28/2024	30.77
			100962703: 05-28-24 - 06-26-24	400-650-630		30.77
01-21506	ENERGY	191774	47143193: 05-28-24 - 06-26-24 I	202407098476	6/28/2024	51.58
			47143193: 05-28-24 - 06-26-24	400-650-630		51.58
01-21506	ENERGY	191775	170074470: 05-28-24 - 06-26-24 I	202407098477	6/28/2024	470.17

VENDOR		DOCKET		*-----INVOICE-----*			
NUMBER	NAME	NUMBER	COMMENT	NUMBER	DATE	AMOUNT	
01-21506	ENTERGY	191775	170074470: 05-28-24 - 06-26-24 I 170074470: 05-28-24 - 06-26-24	202407098477 001-201-684	6/28/2024 470.17	470.17	CONT
01-21506	ENTERGY	191776	170074520: 05-28-24 - 06-26-24 I 170074520: 05-28-24 - 06-26-24	202407098478 001-201-684	6/28/2024 119.98	119.98	
01-21506	ENTERGY	191777	78293693: 05-28-24 - 06-26-24 I 78293693: 05-28-24 - 06-26-24	202407098479 001-201-684	6/28/2024 64.98	64.98	
01-21506	ENTERGY	191778	125336933: 05-28-24 - 06-26-24 I 125336933: 05-28-24 - 06-26-24	202407098480 001-201-684	6/28/2024 110.74	110.74	
01-21506	ENTERGY	191779	125345488: 05-28-24 - 06-26-24 I 125345488: 05-28-24 - 06-26-24	202407098481 001-201-684	6/28/2024 70.69	70.69	
01-21506	ENTERGY	191780	125345504: 05-28-24 - 06-26-24 I 125345504: 05-28-24 - 06-26-24	202407098482 001-201-684	6/28/2024 74.21	74.21	
01-21506	ENTERGY	191781	17002775: 05-28-24 - 06-26-24 I 17002775: 05-28-24 - 06-26-24	202407098483 400-650-630	6/28/2024 46.07	46.07	
01-21506	ENTERGY	191782	17717240: 05-28-24 - 06-26-24 I 17717240: 05-28-24 - 06-26-24	202407098484 001-201-630	6/28/2024 505.59	505.59	
01-21506	ENTERGY	191783	86654423: 05-28-24 - 06-26-24 I 86654423: 05-28-24 - 06-26-24	202407098485 400-650-630	6/28/2024 93.63	93.63	
01-21506	ENTERGY	191784	154178826: 05-28-24 - 06-26-24 I 154178826: 05-28-24 - 06-26-24	202407098486 001-201-684	6/28/2024 96.88	96.88	
01-21506	ENTERGY	191785	148884364: 05-24-24 - 06-24-24 I 148884364: 05-24-24 - 06-24-24	202407098487 001-201-684	6/28/2024 2,362.90	2,362.90	
01-21506	ENTERGY	191786	125164566: 05-28-24 - 06-26-24 I 125164566: 05-28-24 - 06-26-24	202407098488 001-201-684	6/28/2024 105.65	105.65	
01-21506	ENTERGY	191787	123468233: 05-28-24 - 06-26-24 I 123468233: 05-28-24 - 06-26-24	202407098489 001-201-684	6/28/2024 47.88	47.88	
01-21506	ENTERGY	191788	123468522: 05-28-24 - 06-26-24 I 123468522: 05-28-24 - 06-26-24	202407098490 001-201-684	6/28/2024 49.59	49.59	
01-21506	ENTERGY	191789	123468100: 05-28-24 - 06-26-24 I 123468100: 05-28-24 - 06-26-24	202407098491 001-201-684	6/28/2024 60.52	60.52	
01-21506	ENTERGY	191790	114576762: 05-28-24 - 06-26-24 I 114576762: 05-28-24 - 06-26-24	202407098492 001-201-684	6/28/2024 90.10	90.10	
01-21506	ENTERGY	191791	75485649: 05-24-24 - 06-24-24 I 75485649: 05-24-24 - 06-24-24	202407098493 001-201-684	6/28/2024 11.31	11.31	
01-21506	ENTERGY	191792	74592635: 05-28-24 - 06-26-24 I	202407098494	6/28/2024	143.72	

VENDOR		DOCKET		*-----INVOICE-----*			
NUMBER	NAME	NUMBER	COMMENT	NUMBER	DATE	AMOUNT	CONT
01-21506	ENTERGY	191792	74592635: 05-28-24 - 06-26-24	I 202407098494	6/28/2024	143.72	CONT
			74592635: 05-28-24 - 06-26-24	400-650-630	143.72		
01-21506	ENTERGY	191793	101379923: 05-28-24 - 06-26-24	I 202407098495	6/28/2024	38.17	
			101379923: 05-28-24 - 06-26-24	001-201-684	38.17		
01-21506	ENTERGY	191794	132314451: 05-29-24 - 06-27-24	I 202407098496	7/01/2024	4,243.57	
			132314451: 05-29-24 - 06-27-24	400-650-630	4,243.57		
01-21506	ENTERGY	191795	100962695: 05-29-24 - 06-27-24	I 202407108497	7/01/2024	57.07	
			100962695: 05-29-24 - 06-27-24	400-650-630	57.07		
01-21506	ENTERGY	191796	86296498: 05-29-24 - 06-27-24	I 202407108498	7/01/2024	24.70	
			86296498: 05-29-24 - 06-27-24	400-650-630	24.70		
01-21506	ENTERGY	191797	86018090: 05-29-24 - 06-27-24	I 202407108499	7/01/2024	7,585.03	
			86018090: 05-29-24 - 06-27-24	400-650-630	7,585.03		
01-21506	ENTERGY	191798	97880801: 05-31-24 - 07-01-24	I 202407108500	7/03/2024	104.79	
			97880801: 05-31-24 - 07-01-24	001-201-684	104.79		
01-21506	ENTERGY	191799	170074512: 05-29-24 - 06-27-24	I 202407108501	7/01/2024	90.41	
			170074512: 05-29-24 - 06-27-24	001-201-684	90.41		
01-21506	ENTERGY	191800	170073621: 05-29-24 - 06-27-24	I 202407108502	7/01/2024	184.86	
			170073621: 05-29-24 - 06-27-24	001-201-684	184.86		
01-21506	ENTERGY	191801	114576788: 05-31-24 - 07-01-24	I 202407108503	7/03/2024	113.34	
			114576788: 05-31-24 - 07-01-24	001-201-684	113.34		
01-21506	ENTERGY	191802	114576812: 05-31-24 - 07-01-24	I 202407108504	7/03/2024	118.10	
			114576812: 05-31-24 - 07-01-24	001-201-684	118.10		
01-21506	ENTERGY	191803	183883693: 05-31-24 - 07-01-24	I 202407108505	7/03/2024	67.07	
			183883693: 05-31-24 - 07-01-24	400-650-630	67.07		
01-21506	ENTERGY	191804	112618996: 05-31-24 - 07-01-24	I 202407108506	7/03/2024	121.59	
			112618996: 05-31-24 - 07-01-24	001-201-684	121.59		
01-21506	ENTERGY	191805	112619010: 05-31-24 - 07-01-24	I 202407108507	7/03/2024	125.26	
			112619010: 05-31-24 - 07-01-24	001-201-684	125.26		
01-21506	ENTERGY	191806	64563828: 05-31-24 - 07-01-24	I 202407108508	7/03/2024	101.14	
			64563828: 05-31-24 - 07-01-24	001-201-684	101.14		
01-21506	ENTERGY	191807	125333245: 05-31-24 - 07-01-24	I 202407108509	7/03/2024	96.11	
			125333245: 05-31-24 - 07-01-24	001-201-684	96.11		
01-21506	ENTERGY	191808	125333369: 05-31-24 - 07-01-24	I 202407108510	7/03/2024	73.28	
			125333369: 05-31-24 - 07-01-24	001-201-684	73.28		
01-21506	ENTERGY	191809	125333385: 05-31-24 - 07-01-24	I 202407108511	7/03/2024	69.06	

VENDOR		DOCKET		*-----INVOICE-----*			
NUMBER	NAME	NUMBER	COMMENT	NUMBER	DATE	AMOUNT	
01-21506	ENTERGY	191809	125333385: 05-31-24 - 07-01-24 I 125333385: 05-31-24 - 07-01-24	202407108511 001-201-684	7/03/2024 69.06	69.06	CONT
01-21506	ENTERGY	191810	125337220: 05-31-24 - 07-01-24 I 125337220: 05-31-24 - 07-01-24	202407108512 001-201-684	7/03/2024 120.06	120.06	
01-21506	ENTERGY	191811	125337451: 05-31-24 - 07-01-24 I 125337451: 05-31-24 - 07-01-24	202407108513 001-201-684	7/03/2024 95.53	95.53	
01-21506	ENTERGY	191812	68325224: 05-30-24 - 06-28-24 I 68325224: 05-30-24 - 06-28-24	202407108514 001-201-684	7/03/2024 57.01	57.01	
01-21506	ENTERGY	191813	168311660: 05-31-24 - 07-01-24 I 168311660: 05-31-24 - 07-01-24	202407108515 400-650-630	7/03/2024 70.47	70.47	
01-21506	ENTERGY	191814	97289623: 05-30-24 - 06-28-24 I 97289623: 05-30-24 - 06-28-24	202407108516 001-160-630	7/02/2024 40.20	40.20	
01-21506	ENTERGY	191815	171195449: 05-30-24 - 06-28-24 I 171195449: 05-30-24 - 06-28-24	202407108517 001-160-630	7/02/2024 40.28	40.28	
01-21506	ENTERGY	191816	18014480: 06-03-24 - 07-02-24 I 18014480: 06-03-24 - 07-02-24	202407108518 001-340-630	7/05/2024 13.44	13.44	
01-21506	ENTERGY	191817	172163651: 06-03-24 - 07-02-24 I 172163651: 06-03-24 - 07-02-24	202407108519 001-340-630	7/05/2024 177.78	177.78	
01-21506	ENTERGY	191818	19579978: 06-03-24 - 07-02-24 I 19579978: 06-03-24 - 07-02-24	202407108520 001-340-630	7/05/2024 57.01	57.01	
01-21506	ENTERGY	191819	74592593: 05-28-24 - 06-26-24 I 74592593: 05-28-24 - 06-26-24	202407108522 001-201-630	7/02/2024 142.18	142.18	
01-21506	ENTERGY	191820	77345429: 05-30-24 - 06-28-24 I 77345429: 05-30-24 - 06-28-24	202407108523 001-201-684	7/02/2024 125.26	125.26	
01-21506	ENTERGY	191821	73076234: 05-30-24 - 06-28-24 I 73076234: 05-30-24 - 06-28-24	202407108524 001-201-684	7/02/2024 104.79	104.79	
01-21506	ENTERGY	191822	73076317: 05-30-24 - 06-28-24 I 73076317: 05-30-24 - 06-28-24	202407108525 001-201-684	7/02/2024 119.78	119.78	
01-21506	ENTERGY	191823	106735830: 05-30-24 - 06-28-24 I 106735830: 05-30-24 - 06-28-24	202407108526 001-201-684	7/02/2024 67.65	67.65	
01-21506	ENTERGY	191824	47143144: 05-28-24 - 06-26-24 I 47143144: 05-28-24 - 06-26-24	202407108527 400-650-630	7/02/2024 86.57	86.57	
01-21506	ENTERGY	191825	125337436: 05-30-24 - 06-28-24 I 125337436: 05-30-24 - 06-28-24	202407108528 001-201-684	7/02/2024 115.87	115.87	
01-21506	ENTERGY	191826	65003816: 05-30-24 - 06-28-24 I	202407108529	7/02/2024	101.02	

VENDOR		DOCKET		*-----INVOICE-----*			
NUMBER	NAME	NUMBER	COMMENT	NUMBER	DATE	AMOUNT	CONT
01-21506	ENTERGY	191826	65003816: 05-30-24 - 06-28-24	I 202407108529	7/02/2024	101.02	CONT
			65003816: 05-30-24 - 06-28-24	001-201-684	101.02		
01-21506	ENTERGY	191827	114576796: 05-30-24 - 06-28-24	I 202407108530	7/02/2024	111.07	
			114576796: 05-30-24 - 06-28-24	001-201-684	111.07		
01-21506	ENTERGY	191828	114576804: 05-30-24 - 06-28-24	I 202407108531	7/02/2024	100.15	
			114576804: 05-30-24 - 06-28-24	001-201-684	100.15		
01-21506	ENTERGY	191829	67111021: 05-30-24 - 06-28-24	I 202407108532	7/02/2024	57.99	
			67111021: 05-30-24 - 06-28-24	001-201-604	57.99		
01-21506	ENTERGY	191830	170074496: 06-03-24 - 07-02-24	I 202407108533	7/05/2024	136.04	
			170074496: 06-03-24 - 07-02-24	001-201-684	136.04		
01-21506	ENTERGY	191831	112618988: 06-03-24 - 07-02-24	I 202407108534	7/05/2024	128.60	
			112618988: 06-03-24 - 07-02-24	001-201-684	128.60		
01-21506	ENTERGY	191832	157107822: 06-03-24 - 07-02-24	I 202407108535	7/05/2024	147.12	
			157107822: 06-03-24 - 07-02-24	001-201-684	147.12		
01-21506	ENTERGY	191833	95283941: 06-03-24 - 07-02-24	I 202407108536	7/05/2024	107.74	
			95283941: 06-03-24 - 07-02-24	001-201-684	107.74		
01-21506	ENTERGY	191834	67890202: 06-03-24 - 07-02-24	I 202407108537	7/05/2024	123.28	
			67890202: 06-03-24 - 07-02-24	001-201-684	123.28		
01-21506	ENTERGY	191835	77233922: 06-03-24 - 07-02-24	I 202407108538	7/05/2024	57.01	
			77233922: 06-03-24 - 07-02-24	001-201-630	57.01		
01-02231	EWING IRRIGATION PRODUCTS	191836	IRRIGATION REPAIR	I 22610912	6/17/2024	131.54	
			1800-EXT RAINBIRD	001-340-575	20.29		
			SWING RISER INSERT	001-340-575	1.13		
			15VAN RAINBIRD	001-340-575	5.66		
			8VAN RAINBIRD	001-340-575	5.66		
			6VAN RAINBIRD	001-340-575	50.95		
			208588-01 DV SOLENOI	001-340-575	47.85		
01-23750	FORESTRY SUPPLIERS INC	191837	93386 RUBBER BOOT 12	I 570359-00	6/24/2024	787.96	
			93386 RUBBER BOOT 12	400-650-540	118.96		
			33651 GATORADE 32/1	400-650-540	669.00		
01-23750	FORESTRY SUPPLIERS INC	191838	93386 RUBBER BOOT 12	I 570969-00	6/25/2024	93.00	
			25391 WASP SPRAY	400-650-540	93.00		
01-23750	FORESTRY SUPPLIERS INC	191839	93386 RUBBER BOOT 12	I 572064-00	6/27/2024	146.00	
			33804 BOW RAKE	001-201-540	146.00		
01-24500	FUELMAN OF MS-#127779	191840	127779: 06-17-24 - 06-23-24	I NP66657644	6/24/2024	55.65	
			127779: 06-17-24 - 06-23-24	001-020-525	33.59		
			127779: 06-17-24 - 06-23-24	001-092-525	22.06		

VENDOR NUMBER	NAME	DOCKET		*-----INVOICE-----*		
		NUMBER	COMMENT	NUMBER	DATE	AMOUNT
01-24500	FUELMAN OF MS-#127779	191841	127779: 06-24-24 - 06-30-24	I NP66686063	7/01/2024	24.98
			127779: 06-24-24 - 06-30-24	001-092-525	24.98	
01-24500	FUELMAN OF MS-#127779	191842	127779: 07-01-24 - 07-07-24	I NP66763323	7/08/2024	44.37
			127779: 07-01-24 - 07-07-24	001-020-525	44.37	
01-01867	FUELMAN OF MS-#127780	191843	127780: 06-24-24 - 06-30-24	I NP66686064	7/01/2024	2,869.69
			127780: 06-24-24 - 06-30-24	001-201-525	2,077.31	
			127780: 06-24-24 - 06-30-24	400-650-525	732.55	
			127780: 06-24-24 - 06-30-24	404-650-525	59.83	
01-01867	FUELMAN OF MS-#127780	191844	127780: 07-01-24 - 07-07-24	I NP66763324	7/08/2024	714.69
			127780: 07-01-24 - 07-07-24	001-201-525	239.76	
			127780: 07-01-24 - 07-07-24	400-650-525	349.40	
			127780: 07-01-24 - 07-07-24	404-650-525	125.53	
01-01868	FUELMAN OF MS-#127781	191845	127781: 06-24-24 - 06-30-24	I NP66686065	7/01/2024	790.18
			127781: 06-24-24 - 06-30-24	001-160-525	790.18	
01-01869	FUELMAN OF MS-#127782	191846	127782: 06-24-24 - 06-30-24	I NP66686066	7/01/2024	98.73
			127782: 06-24-24 - 06-30-24	001-180-525	98.73	
01-01870	FUELMAN OF MS-#127783	191847	127783: 06-24-24 - 06-30-24	I NP66686067	7/01/2024	4,881.37
			127783: 06-24-24 - 06-30-24	001-100-525	4,881.37	
01-01870	FUELMAN OF MS-#127783	191848	127783: 07-01-24 - 07-07-24	I NP66763327	7/08/2024	2,685.52
			127783: 07-01-24 - 07-07-24	001-100-525	2,685.52	
01-01871	FUELMAN OF MS-#127785	191849	127785: 06-24-24 - 06-30-24	I NP66686068	7/01/2024	401.37
			127785: 06-24-24 - 06-30-24	001-340-525	355.84	
			127785: 06-24-24 - 06-30-24	001-180-525	45.53	
01-00218	BERNIE GIESSNER	191850	JULY 8, 2024 MEETING	I 070824	7/08/2024	50.00
			JULY 8, 2024 MEETING	001-180-611	50.00	
01-26200	GRAINGER W W INC	191851	3UZX6 COOLER	I 9161146486	6/24/2024	223.89
			3UZX6 COOLER	001-201-540	223.89	
01-26200	GRAINGER W W INC	191852	3UZX6 COOLER	I 9165839383	6/27/2024	230.04
			3UZX6 COOLER	001-201-540	149.26	
			3ZHY2 BROOM HANDLE	001-201-540	43.98	
			2PYV7 BROOM HEAD	001-201-540	36.80	
01-26200	GRAINGER W W INC	191853	3UZX6 COOLER	I 9167092981	6/28/2024	169.28
			53YN50 LG/XLG VEST	001-201-540	105.80	
			53YN51 2X/3X VEST	001-201-540	42.32	
			53YN52 4XL/5XL VEST	001-201-540	21.16	
01-01248	GRAYBAR ELECTRIC COMPANY	191854	DAMAR 7 1/2W ORANGE BULB	I 9337691894	6/17/2024	390.57
			DAMAR 7 1/2W ORANGE BULB	001-201-575	35.10	
			2 CONDUCTOR CABLE	001-201-575	355.47	

VENDOR		DOCKET	★-----INVOICE-----★			
NUMBER	NAME	NUMBER	COMMENT	NUMBER	DATE	AMOUNT
01-02977	GRINER DRILLING SERVICE,	191855	PULL AND INSPECT PUMP	I 5182787	6/25/2024	17,650.00
			PULL AND INSPECT	400-650-760	12,450.00	
			TRANSPORT & INSPECT	400-650-760	3,320.00	
			SHOP FOREMAN	400-650-760	1,880.00	
01-05881	GUARDIAN ALLIANCE TECHNOL	191856	B/G CHECKS	I 24477	6/30/2024	200.00
			B/G CHECKS	001-100-604	200.00	
01-06238	H2O ANALYTICS CORPORATION	191857	ANNUAL MAINT PLAN	I COR-3	7/08/2024	2,800.00
			ANNUAL MAINT PLAN	400-650-604	2,800.00	
01-06358	SHANNON HALL	191858	ADV TRAV: 07-28-24 - 07-31-24	I 202407118547	7/11/2024	203.55
			ADV TRAV: 07-28-24 - 07-31-24	001-100-610	203.55	
01-01201	POLLY HAMMETT	191859	JULY 1, 2024 MEETING	I 070124	7/01/2024	50.00
			JULY 1, 2024 MEETING	001-550-599	50.00	
01-27765	HARCROS CHEMICALS INC	191860	ONE TON CHLORINE	I 770129502	6/26/2024	2,080.00
			ONE TON CHLORINE	400-650-575	2,080.00	
01-27765	HARCROS CHEMICALS INC	191861	ONE TON CHLORINE	I 770129504	6/26/2024	2,080.00
			ONE TON CHLORINE	400-650-575	2,080.00	
01-29000	CHRIS HAYNES ELECTRIC SUP	191862	30AMP BREAKER 3 POLE	I 1032415	7/02/2024	249.11
			30AMP BREAKER 3 POLE	400-650-603	249.11	
01-29350	HEMPHILL CONSTRUCTION INC	191863	WATER METER CHANGE OUT	I H23051-11	7/02/2024	85,708.70
			TRACKHOE/OPERATOR	467-650-750	18,007.50	
			PICKUP TRUCK	467-650-750	5,138.00	
			FOREMAN	467-650-750	21,000.00	
			PIPE LAYER	467-650-750	33,163.20	
			SUPERINTENDENT	467-650-750	8,400.00	
01-01132	HOME DEPOT CREDIT SERVICE	191864	FD - SUPPLIES	I 8044748	6/27/2024	11.67
			EB HEX WASHER	001-160-540	11.67	
01-06525	HOME INSPECTION PLUS LLC	191865	OCCUPIED REINSPECTION	I 202407038436	7/01/2024	400.00
			OCCUPIED REINSPECTION	001-000-110	400.00	
01-06660	SIDNEY HUGHES	191866	ADV TRAV: 07-28-24 - 07-31-24	I 202407118548	7/11/2024	203.55
			ADV TRAV: 07-28-24 - 07-31-24	001-100-610	203.55	
01-31475	HUTTO'S	191867	ST. AUGUSTINE SOD	I 578599	7/02/2024	334.62
			ST. AUGUSTINE SOD	400-650-575	334.62	
01-31600	HYDRAULIC SERVICE & SUPPL	191868	REPAIR PUMP	I 137606	6/24/2024	1,350.00
			REPAIR PUMP	001-201-635	1,350.00	
01-06406	IMAGINARY COMPANY	191869	MCJ - JULY 2024	I 24-028	7/03/2024	200.00
			MCJ - JULY 2024	001-093-615	200.00	

VENDOR		DOCKET	*-----INVOICE-----*			
NUMBER	NAME	NUMBER	COMMENT	NUMBER	DATE	AMOUNT
01-06573	INTERACTIVE DATA LLC	191870	IDENTITY VERIFICATION SOFTWARE I	IN709728	6/30/2024	539.50
			IDENTITY VERIFICATION SOFTWARE	001-100-604	539.50	
01-00905	INTERSTATE ALL BATTERY CE	191871	FD - BATTERIES	I 01040419	6/26/2024	47.90
			FIRE ALARM BATTERIES	001-160-540	47.90	
01-00905	INTERSTATE ALL BATTERY CE	191872	D SIZE ALAKLINE BATTERY	I 02054010	7/01/2024	47.96
			D SIZE BATTERY 12/1	001-201-540	47.96	
01-00905	INTERSTATE ALL BATTERY CE	191873	BATTERY FOR BLOWER	I 02054011	7/01/2024	56.95
			SP-35 LG IBL IB	001-340-540	56.95	
01-33380	JACKSON COMMUNICATIONS IN	191874	BWC MOUNTS APX BATTERIES	I 174196	6/25/2024	1,295.00
			BWC MOUNTS	001-100-540	255.00	
			BWC MOUNTS APX BATTERIES	001-100-540	1,040.00	
01-33385	JACKSON DATA PRODUCTS IN	191875	BUSINESS CARDS	I INV42999	6/27/2024	70.00
			BUSINESS CARDS	001-180-540	70.00	
01-33800	JACKSON PAPER COMPANY	191876	JAN SUPPLY - CH	I 1384108	6/27/2024	118.50
			TISSUE PAPER	001-092-510	118.50	
01-04595	CLAIRE JACKSON	191877	JULY 1, 2024 MEETING	I 070124	7/01/2024	50.00
			JULY 1, 2024 MEETING	001-550-599	50.00	
01-06007	THERESA KENNEDY	191878	JULY 8, 2024 MEETING	I 070824	7/08/2024	50.00
			JULY 8, 2024 MEETING	001-180-611	50.00	
01-06705	LONE OAK CONSTRUCTION AND	191879	CH - REPAIRS	I 24-037	7/05/2024	900.00
			REPAIRS	001-092-637	900.00	
01-06726	KIMBERLY LOVATO	191880	JULY 8, 2024 MEETING	I 070824	7/08/2024	50.00
			JULY 8, 2024 MEETING	001-180-611	50.00	
01-02031	LOWE'S BUSINESS ACCOUNT	191881	TURBO NOZZLE	I 83673	7/08/2024	149.53
			SILICONE CAULK	001-201-540	77.88	
			DISCOUNT	001-201-540	5.46CR	
			CAULK GUN	001-201-540	17.96	
			DISCOUNT	001-201-540	1.26CR	
			TURBO NOZZLE	400-650-575	34.98	
			DISCOUNT	400-650-575	2.45CR	
			TURBO NOZZLE	400-650-575	29.98	
			DISCOUNT	400-650-575	2.10CR	
01-02372	MAC'S FRESH MARKET	191882	PW CWC MEALS JUNE	I 202407038437	6/28/2024	1,091.37
			PW CWC MEALS JUNE	001-201-540	886.89	
			PW CWC MEALS JUNE	001-201-540	23.96	
			ADJUSTMENT	001-201-540	8.00	
			FT LNG SANDWICH	001-201-540	120.26	
			CHIPS	001-201-540	10.00	
			CREDIT	001-201-540	1.99CR	

VENDOR		DOCKET		*-----INVOICE-----*			
NUMBER	NAME	NUMBER	COMMENT	NUMBER	DATE	AMOUNT	
01-02372	MAC'S FRESH MARKET	191882	PW CWC MEALS JUNE	I 202407038437	6/28/2024	1,091.37	CONT
			SANDWICH	001-201-540	8.99		
			KRETS SMOKED TURKEY	001-201-540	6.04		
			KRETS SMOKED TURKEY	001-201-540	4.65		
			KRETT'S SMOKED HAM	001-201-540	3.16		
			KRETT'S SMOKED HAM	001-201-540	3.47		
			AMER SINGLE	001-201-540	2.99		
			HOT SAUSE	001-201-540	1.99		
			MAYO	001-201-540	3.49		
			KETCHUP	001-201-540	5.49		
			BREAD	001-201-540	3.98		
01-02372	MAC'S FRESH MARKET	191883	JUNE 2024 CWC MEALS	I 202407038438	6/28/2024	289.97	
			JUNE 2024 CWC MEALS	001-100-540	289.97		
01-40750	MADISON COUNTY COOPERATIV	191884	BRUSH AND STUMP KILLER QT	I 881119	7/01/2024	62.85	
			BRUSH AND STUMP KILLER QT	001-201-575	62.85		
01-40750	MADISON COUNTY COOPERATIV	191885	BRUSH AND STUMP KILLER QT	I 881147	7/02/2024	95.60	
			BRUSH AND STUMP PT.	001-201-575	95.60		
01-39450	MADISON COUNTY LIBRARY SY	191886	JUNE & JULY 2024	I 202407108543	7/03/2024	18,333.00	
			JUNE & JULY 2024	001-350-646	18,333.00		
01-41100	MADISON COUNTY SHERIFF'S	191887	MAY 2024 HOUSING	I R-0524	6/03/2024	8,988.00	
			MAY 2024 HOUSING	001-100-687	8,988.00		
01-41100	MADISON COUNTY SHERIFF'S	191888	MAY 2024 MEDICAL	I R-M0524	6/10/2024	133.05	
			MAY 2024 MEDICAL	001-100-687	133.05		
01-03554	MADISON SOUTH RUBBISH LAN	191889	LANDFILL CHARGES	I 18417	6/28/2024	2,394.00	
			12 CUBIC YARDS	001-201-683	2,106.00		
			6 CUBIC YARDS	001-201-683	117.00		
			HOST FEE	001-201-683	85.50		
			ENVIRONMENTAL FEE	001-201-683	85.50		
01-03880	DOUGLAS MALONE	191890	JULY 8, 2024 MEETING	I 070824	7/08/2024	50.00	
			JULY 8, 2024 MEETING	001-180-611	50.00		
01-42310	MARS MARKETING PROMOTIONA	191891	PROMOTIONAL ITEMS	I 45326	6/21/2024	863.38	
			BASEBALL STRESSREL	001-340-650	795.00		
			RESET LOGO	001-340-650	25.00		
			SHP HNDL	001-340-650	43.38		
01-42310	MARS MARKETING PROMOTIONA	191892	CITY OF RIDGELAND FLAG	I 45785	6/25/2024	401.00	
			CITY OF RIDGELAND FLAG	400-650-540	372.00		
			FREIGHT	400-650-540	29.00		
01-42885	MCGRAW RENTAL AND SUPPLY	191893	HYDRAULIC HOSE	I 549883.1.1	6/25/2024	63.90	
			3/8" FEMALE FITTING	001-201-635	22.14		
			HYDRAULIC HOSE #6	001-201-635	41.76		

VENDOR		DOCKET	*-----INVOICE-----*			
NUMBER	NAME	NUMBER	COMMENT	NUMBER	DATE	AMOUNT
01-42885	MCGRAW RENTAL AND SUPPLY	191894	SCISSOR LIFT	I 549936.1.3	6/26/2024	256.25
			14FT HYD DROP TRL	001-340-604	65.00	
			SKYJACK MODEL SJIII	001-340-604	95.00	
			TRI-BALL HITCH	001-340-604	48.25	
			ENV FEE	001-340-604	8.00	
			RENTAL PRO PLAN	001-340-604	40.00	
01-05786	METROPOLITAN LIFE INSURAN	191895	TMO5969153: JULY 2024	I 202407028435	6/14/2024	1,935.56
			TMO5969153: JULY 2024	001-010-480	74.25	
			TMO5969153: JULY 2024	001-020-480	74.25	
			TMO5969153: JULY 2024	001-040-480	66.00	
			TMO5969153: JULY 2024	001-040-480	8.25	
			TMO5969153: JULY 2024	001-092-480	8.25	
			TMO5969153: JULY 2024	001-100-480	585.75	
			TMO5969153: JULY 2024	001-160-480	445.50	
			TMO5969153: JULY 2024	001-180-480	90.75	
			TMO5969153: JULY 2024	001-201-480	255.75	
			TMO5969153: JULY 2024	001-340-480	99.00	
			TMO5969153: JULY 2024	005-101-480	16.50	
			TMO5969153: JULY 2024	400-650-480	165.00	
			TMO5969153: JULY 2024	404-650-480	16.50	
			TMO5969153: JULY 2024	001-000-170	27.33	
			TMO5969153: JULY 2024	005-000-170	0.00	
			TMO5969153: JULY 2024	400-000-170	2.48	
			TMO5969153: JULY 2024	404-000-170	0.00	
01-04419	MISSISSIPPI AG COMPANY	191896	PARTS FOR MOWER AND GATOR	I P18790	7/02/2024	796.20
			SPINDLE	001-201-635	612.26	
			BLADES	001-201-635	137.70	
			BELT	001-201-635	71.24	
			LOYALTY REWARD	001-201-635	25.00CR	
01-04419	MISSISSIPPI AG COMPANY	191897	PARTS FOR MOWER AND GATOR	I P18815	7/02/2024	40.80
			BLADE CREDIT	001-201-635	137.70CR	
			BLADE	001-201-635	89.25	
			BLADE	001-201-635	89.25	
01-03612	MS ASSOCIATION OF CODE EN	191898	REGISTRATION	I 202407098457	7/09/2024	175.00
			REGISTRATION	001-180-611	175.00	
01-05642	MSURANCE INC	191899	INSURANCE FOR BG	I 0001062	6/26/2024	2,970.00
			EVENT LIABILITY	001-340-604	2,970.00	
01-52050	NEBLETT'S FRAME OUTLET	191900	FRAME	I 030011047	6/27/2024	21.42
			FRAME	001-093-615	21.42	
01-01133	O'REILLY AUTO PARTS	191901	51372 OIL FILTER	I 101968	6/26/2024	17.64
			51372 OIL FILTER	001-201-632	17.64	
01-01133	O'REILLY AUTO PARTS	191902	51372 OIL FILTER	I 101989	6/26/2024	16.99
			BAT. DIS. SWITCH	001-201-632	16.99	

VENDOR NUMBER	NAME	DOCKET NUMBER	COMMENT	*-----INVOICE-----*		
				NUMBER	DATE	AMOUNT
01-53715	OFFICE PRODUCTS PLUS INC	191903	FD - SUPPLIES	I 1061128-0	6/21/2024	53.42
			GREEN HANGING FILE	001-160-500	8.93	
			BINDER CLIPS	001-160-500	3.78	
			SMALL PAPER CLIPS	001-160-500	2.52	
			FILE LABELS	001-160-500	10.56	
			JUMBO PAPER CLIPS	001-160-500	6.22	
			SMALL ENVELOPE	001-160-500	21.41	
01-53715	OFFICE PRODUCTS PLUS INC	191904	FD - SUPPLIES	I 1061128-1	6/24/2024	32.55
			FILE FOLDER	001-160-500	15.51	
			CORRECTION TAPE	001-160-500	17.04	
01-53715	OFFICE PRODUCTS PLUS INC	191905	FD - SUPPLIES	I 1061128-2	6/25/2024	18.15
			SHIPPING LABELS	001-160-500	18.15	
01-04346	PHYLLIS PARKER	191906	JULY 1, 2024 MEETING	I 070124	7/01/2024	50.00
			JULY 1, 2024 MEETING	001-550-599	50.00	
01-55060	PEARL RIVER VALLEY WATER	191907	90400: 05-20-24 - 06-20-24	I 202407108542	6/26/2024	159.87
			90400: 05-20-24 - 06-20-24	001-340-630	159.87	
01-56355	PIP PRINTING	191908	BANNERS	I 333840	6/29/2024	327.48
			SPONSOR BANNERS	001-340-650	289.98	
			DESIGN/REVISIONS	001-340-650	37.50	
01-04399	PITNEY BOWES GLOBAL FINAN	191909	05-01-24 - 07-31-24 LEASE	I 3319268617	6/12/2024	476.37
			05-01-24 - 07-31-24 LEASE	001-040-635	476.37	
01-03279	PNC EQUIPMENT FINANCE	191910	COMMERCIAL LEASE EQUIPMENT	I 2015093	7/02/2024	5,624.73
			COMMERCIAL LEASE EQUIPMENT	001-340-604	5,624.73	
01-06594	PRECISION LAND SERVICES L	191911	STUMP GRINDING	I 014	6/27/2024	3,130.00
			STUMP GRINDING	001-340-575	3,130.00	
01-06353	QUENCH USA INC	191912	AUGUST COOLER RENTAL	I INV07690407	6/30/2024	44.00
			AUGUST COOLER RENTAL	001-100-540	44.00	
01-06132	KENYA RACHAL	191913	JULY 1, 2024 MEETING	I 070124	7/01/2024	50.00
			JULY 1, 2024 MEETING	001-550-599	50.00	
01-05276	JUDY RICE	191914	JULY 8, 2024 MEETING	I 070824	7/08/2024	50.00
			JULY 8, 2024 MEETING	001-180-611	50.00	
01-04325	JAN M RICHARDSON	191915	JULY 1, 2024 MEETING	I 070124	7/01/2024	50.00
			JULY 1, 2024 MEETING	001-550-599	50.00	
01-02496	RJ YOUNG COMPANY	191916	C-JC1548 MAINT CHECK SCANNER	I INV7001862	7/01/2024	368.88
			C-JC1548 MAINT CHECK SCANNER	400-650-635	368.88	
01-06122	ALEX DON ROBERTS	191917	JULY 8, 2024 MEETING	I 070824	7/08/2024	50.00
			JULY 8, 2024 MEETING	001-180-611	50.00	

VENDOR		DOCKET	*-----INVOICE-----*			
NUMBER	NAME	NUMBER	COMMENT	NUMBER	DATE	AMOUNT
01-06058	SMITH PLUMBING COMPANY	191918	VACUUM LIFT STATION	I 4185	6/26/2024	1,875.00
			VACUUM LIFT STATION	400-650-603	1,825.00	
			DUMP FEE	400-650-603	50.00	
01-03210	SOUTHERN CONNECTION POLIC	191919	MUELA COMM UNIFORM	I 31096	6/25/2024	128.97
			MUELA COMM UNIFORM	001-100-535	128.97	
01-03210	SOUTHERN CONNECTION POLIC	191920	CHRIETZBERG ACO UNIFORM	I 31134	6/28/2024	279.00
			F/T V2 TACTICAL PANT	001-100-535	177.00	
			CS410 TACTICAL POLO	001-100-535	102.00	
01-03210	SOUTHERN CONNECTION POLIC	191921	RODRIGUEZ BOOKING UNIFORM	I 31135	6/28/2024	305.97
			F/T V2 TACTICAL PANT	001-100-535	177.00	
			1ST TACT MENS POLO	001-100-535	128.97	
01-03210	SOUTHERN CONNECTION POLIC	191922	STACY CLASS A SHIRTS	I 31194	7/03/2024	167.98
			STACY CLASS A SHIRTS	001-100-535	149.98	
			SEW ON STRIPES	001-100-535	18.00	
01-04508	SOUTHERN SOD SUPPLY	191923	SOD	I 037265	6/20/2024	1,270.00
			CENTIPEDE SOD	001-201-575	585.00	
			BERMUDA SOD	001-201-575	195.00	
			ST. AUGUSTINE SOD	001-201-575	490.00	
01-04347	LEA ANNE STACY	191924	JULY 1, 2024 MEETING	I 070124	7/01/2024	50.00
			JULY 1, 2024 MEETING	001-550-599	50.00	
01-03641	STAPLES BUSINESS CREDIT	191925	JAN SUPPLIES - CH	I 6005414134	6/25/2024	52.60
			TRASH BAGS	001-092-510	36.03	
			MOP PAD	001-092-510	16.57	
01-03641	STAPLES BUSINESS CREDIT	191926	ADMIN - COPY PAPER	I 6005414135	6/25/2024	124.47
			COPY PAPER	001-040-500	124.47	
01-67940	STAR SERVICE INC OF JACKS	191927	TRAINING ROOM DRIP	I S30000593	6/04/2024	210.00
			TRAVEL FEES	001-100-637	30.00	
			LABOR	001-100-637	180.00	
01-67940	STAR SERVICE INC OF JACKS	191928	FD- A/C UNIT 3	I S30000628	6/12/2024	2,066.37
			LABOR	001-160-637	655.05	
			PARTS	001-160-637	1,411.32	
01-68250	STATE TREASURER FUND: 337	191929	ANALYTICAL FEES: JULY 2024	I 90146708	7/02/2024	540.00
			ANALYTICAL FEES: JULY 2024	001-100-604	540.00	
01-06312	SUPER SMART SHOPPERS	191930	CID/BOOKING ORDER	I PS-INV103655	6/25/2024	1,313.00
			PREFILTER MICRON CD	001-100-540	33.00	
			LAMPS FOR MCD	001-100-540	105.00	
			HEPAFILTER MICRON CD	001-100-540	435.00	
			ACT. CARBON FILTER	001-100-540	655.00	
			FREIGHT-FILTERS	001-100-540	85.00	

VENDOR		DOCKET		*-----INVOICE-----*		
NUMBER	NAME	NUMBER	COMMENT	NUMBER	DATE	AMOUNT
01-06312	SUPER SMART SHOPPERS	191931	CID SUPPLY ORDER	I PS-INV103664	6/30/2024	682.93
			M KODA GLOVES	001-100-540	198.00	
			XL KODA GLOVES	001-100-540	198.00	
			SYRINGE TRANSPORT	001-100-540	53.98	
			EVIDENCE BAGS 4X7	001-100-540	149.95	
			SHIPPING	001-100-540	83.00	
01-06312	SUPER SMART SHOPPERS	191932	CID/BOOKING ORDER	I PS-INV103665	6/30/2024	715.00
			NITRILE GLOVES LG	001-100-540	316.00	
			NITRILE GLOVES XL	001-100-540	316.00	
			FREIGHT-GLOVES	001-100-540	83.00	
01-06312	SUPER SMART SHOPPERS	191933	CID/BOOKING ORDER	I PS-INV103667	7/01/2024	202.33
			BLOOD SPECIMEN KITS	001-100-540	185.00	
			FREIGHT	001-100-540	17.33	
01-06312	SUPER SMART SHOPPERS	191934	CID/BOOKING ORDER	I PS-INV103670	7/03/2024	520.85
			INMATE PROP BAG	001-100-540	303.92	
			BOOKING CUFFS	001-100-540	167.94	
			FREIGHT	001-100-540	48.99	
01-04683	TEAMGEAR SPORTS	191935	FD - NAMEPLATE	I 28660	6/19/2024	36.00
			NAMEPLATE	001-160-540	24.00	
			SHIPPING	001-160-540	12.00	
01-70350	TEMPLE INC	191936	UPS BATTERIES	I INV0244139	6/28/2024	8,625.00
			UPS BATTERIES	001-201-540	8,625.00	
01-05489	TIREHUB LLC	191937	P339 TIRES	I 42936261	7/03/2024	484.00
			P339 TIRES	001-100-632	480.00	
			TIRE FEE	001-100-632	4.00	
01-06720	TRI-COUNTY DIESEL LLC	191938	FD - REPAIR LADDER 4	I 4537	6/26/2024	742.50
			ONSITE FEE	001-160-632	125.00	
			LABOR	001-160-632	437.50	
			134A FREON	001-160-632	180.00	
01-04160	TRUST CARE HEALTH LLC	191939	ANNUAL PHYSICALS - FD	I 1228A	2/13/2024	12,830.00
			ANNUAL PHYSICALS - FD	001-160-604	12,830.00	
01-04160	TRUST CARE HEALTH LLC	191940	ANNUAL PHYSICALS- FD	I 1229A	2/15/2024	2,310.00
			ANNUAL PHYSICALS- FD	001-160-604	2,310.00	
01-04160	TRUST CARE HEALTH LLC	191941	ANNUAL PHYSICALS - FD	I 1230A	2/20/2024	1,980.00
			ANNUAL PHYSICALS - FD	001-160-604	1,980.00	
01-04160	TRUST CARE HEALTH LLC	191942	02-07-24 - 02-13-24 SERVICES	I 9161K19538	3/01/2024	305.00
			02-07-24 - 02-13-24 SERVICES	001-100-604	115.00	
			02-07-24 - 02-13-24 SERVICES	001-340-604	190.00	
01-04160	TRUST CARE HEALTH LLC	191943	04-25-24 - 05-20-24 SERVICES	I 9551K19538A	6/01/2024	460.00

VENDOR		DOCKET		*-----INVOICE-----*			
NUMBER	NAME	NUMBER	COMMENT	NUMBER	DATE	AMOUNT	
01-04160	TRUST CARE HEALTH LLC	191943	04-25-24 - 05-20-24 SERVICES	I 9551K19538A	6/01/2024	460.00	CONT
			04-25-24 - 05-20-24 SERVICES	001-340-604	115.00		
			04-25-24 - 05-20-24 SERVICES	001-201-604	115.00		
			04-25-24 - 05-20-24 SERVICES	001-100-604	115.00		
			04-25-24 - 05-20-24 SERVICES	001-160-604	115.00		
01-02393	TYLER TECHNOLOGIES	191944	JULY 2024 MONTHLY FEE	I 025-469850	7/01/2024	370.00	
			JULY 2024 MONTHLY FEE	400-650-604	370.00		
01-02393	TYLER TECHNOLOGIES	191945	UTILITY BILLING NOTIFICATIONS	I 025-471580	6/30/2024	123.50	
			UTILITY BILLING NOTIFICATIONS	400-650-604	123.50		
01-00544	U.S. LAWNS OF JACKSON	191946	JULY 2024 PD LAWN SERVICE	I 51095	7/01/2024	826.75	
			JULY 2024 PD LAWN SERVICE	001-100-637	826.75		
01-00544	U.S. LAWNS OF JACKSON	191947	CITY HALL LANDSCAPE	I 51149	7/01/2024	2,402.08	
			CITY HALL LANDSCAPE	001-340-604	2,402.08		
01-00544	U.S. LAWNS OF JACKSON	191948	JULY 2024 LANDSCAPE MAINTENANC	I 51150	7/01/2024	8,442.00	
			JULY 2024 LANDSCAPE MAINTENANC	001-340-604	8,442.00		
01-00544	U.S. LAWNS OF JACKSON	191949	HARBOR DRIVE JULY 2024	I 51151	7/01/2024	1,500.00	
			HARBOR DRIVE JULY 2024	001-201-604	1,500.00		
01-00544	U.S. LAWNS OF JACKSON	191950	MONTHLY LAWN SERVICE	I 51152	7/01/2024	3,599.00	
			JESSAMINE CEMETERY	001-201-604	1,100.00		
			SPILLWAY ROAD	001-201-604	2,499.00		
01-00544	U.S. LAWNS OF JACKSON	191951	COUNTY LINE RD JULY 2024	I 51153	7/01/2024	3,967.42	
			COUNTY LINE RD JULY 2024	001-201-604	3,967.42		
01-00544	U.S. LAWNS OF JACKSON	191952	JACKSON ST PARK LOT JULY 2024	I 51154	7/01/2024	816.67	
			JACKSON ST PARK LOT JULY 2024	001-201-604	816.67		
01-00544	U.S. LAWNS OF JACKSON	191953	LAKE HARBOUR AT NORTHPARK DR	I 51155	7/01/2024	997.50	
			LAKE HARBOUR AT NORTHPARK DR	001-201-604	997.50		
01-00544	U.S. LAWNS OF JACKSON	191954	I-55 INTERCHANGE JULY 2024	I 51156	7/01/2024	7,799.50	
			I-55 INTERCHANGE JULY 2024	001-201-604	7,799.50		
01-00544	U.S. LAWNS OF JACKSON	191955	MONTHLY ROADSIDE MAINTENANCE	I 51207	6/30/2024	31,974.68	
			MONTHLY ROADSIDE MAINTENANCE	001-201-604	31,974.68		
01-00544	U.S. LAWNS OF JACKSON	191956	U.S. LAWNS OF JACKSON	I 51208	6/30/2024	3,697.70	
			U.S. LAWNS OF JACKSON	001-201-604	3,697.70		
01-03710	UNION AUTO PARTS	191957	AUTO PARTS	I 2850118-00	6/21/2024	242.56	
			MOTOR MOUNTS P378	001-100-632	242.56		
01-03710	UNION AUTO PARTS	191958	AUTO PARTS	I 2850602-00	6/24/2024	94.75	
			AIRFILTERS	001-100-632	94.75		

VENDOR NUMBER	NAME	DOCKET NUMBER	COMMENT	*-----INVOICE-----*		
				NUMBER	DATE	AMOUNT
01-03710	UNION AUTO PARTS	191959	AUTO PARTS WINDOW WASHER FLUID	I 2851805-00 001-100-632	6/25/2024 139.32	139.32
01-03710	UNION AUTO PARTS	191960	BATTERY BATTERY CORE CHARGE CORE RETURN	I 2853069-00 001-201-632 001-201-632 001-201-632	6/27/2024 115.56 11.00 11.00CR	115.56
01-05578	VECTOR DISEASE CONTROL IN	191961	JULY 2024 MOSQUITO CONTROL JULY 2024 MOSQUITO CONTROL	I PI-A00014537 001-250-604	7/01/2024 18,857.00	18,857.00
01-02597	VERIZON WIRELESS	191962	742166727: 05-26-24 -06-25-24 742166727: 05-26-24 -06-25-24	I 9967551465 001-100-605	6/25/2024 231.03	231.03
01-05985	VIRTUAL ACADEMY	191963	VIRTUAL ACADEMY TRAINING VIRTUAL ACADEMY TRAINING	I VA12824 001-100-681	7/03/2024 3,750.00	3,750.00
01-05322	W H J T - FM	191964	BALLOON GLOW AD 2024 BALLOON GLOW AD 2024	I 5775-00078-0000 001-340-615	6/30/2024 200.00	200.00
01-05322	W H J T - FM	191965	BALLOON GLOW AD 2024 BALLOON GLOW AD 2024	I 5775-00079-0000 001-340-615	6/30/2024 200.00	200.00
01-05322	W H J T - FM	191966	BALLOON GLOW AD 2024 BALLOON GLOW AD 2024	I 990-00336-0000 001-340-615	6/30/2024 840.00	840.00
01-05322	W H J T - FM	191967	BALLOON GLOW AD 2024 BALLOON GLOW AD 2024	I 990-00337-0000 001-340-615	6/30/2024 240.00	240.00
01-05422	W I I N - AM	191968	BALLOON GLOW AD 2024 BALLOON GLOW AD 2024	I 990-00338-0000 001-340-615	6/30/2024 236.00	236.00
01-01241	W J K K - FM "MIX 98.7"	191969	BALLOON GLOW AD 2024 BALLOON GLOW AD 2024	I 5775-00080-0000 001-340-615	6/30/2024 200.00	200.00
01-01241	W J K K - FM "MIX 98.7"	191970	BALLOON GLOW AD 2024 BALLOON GLOW AD 2024	I 990-00339-0000 001-340-615	6/30/2024 1,440.00	1,440.00
01-01269	W U S J-FM "US 96.3"	191971	BALLOON GLOW AD 2024 BALLOON GLOW AD 2024	I 5775-00081-0000 001-340-615	6/30/2024 200.00	200.00
01-01269	W U S J-FM "US 96.3"	191972	BALLOON GLOW AD 2024 BALLOON GLOW AD 2024	I 990-00340-0000 001-340-615	6/30/2024 1,680.00	1,680.00
01-01268	W Y O Y-FM "101.7...Y101"	191973	BALLOON GLOW AD 2024 BALLOON GLOW AD 2024	I 5775-00082-0000 001-340-615	6/30/2024 200.00	200.00
01-01268	W Y O Y-FM "101.7...Y101"	191974	BALLOON GLOW AD 2024 BALLOON GLOW AD 2024	I 990-00341-0000 001-340-615	6/30/2024 2,100.00	2,100.00
01-75450	WALMART	191975	EVENT SUPPLIES	I 04462A	6/25/2024	136.94

VENDOR		DOCKET		*-----INVOICE-----*			
NUMBER	NAME	NUMBER	COMMENT	NUMBER	DATE	AMOUNT	
01-75450	WALMART	191975	EVENT SUPPLIES	I 04462A	6/25/2024	136.94	CONT
			GZ FRTPN 12PK	001-340-540	6.98		
			GZ FRTPN 12PK	001-340-540	6.98CR		
			HANDTOWEL	001-340-540	11.64		
			GZ FRTPN 12PK	001-340-540	6.98		
			HANDTOWEL	001-340-540	29.70		
			COKE	001-340-540	6.34		
			COCA COLA	001-340-540	6.34		
			CUTLERY	001-340-540	7.86		
			DAWN ORIG	001-340-540	9.94		
			FIJI WATER	001-340-540	13.58		
			GATOR AS ORG	001-340-540	6.98		
			GATORADE	001-340-540	6.98		
			SC 20OZ 28PK	001-340-540	19.88		
			GV 40PK	001-340-540	10.72		
01-75450	WALMART	191976	FD - SUPPLIES	I 04478A	6/25/2024	115.12	
			BOUNCE SHEET	001-160-540	7.47		
			FREBREEZE	001-160-540	5.48		
			FAB LEMON	001-160-540	8.94		
			LYSOL DISINFECT SPRY	001-160-540	13.47		
			PUREX LAUNDRY	001-160-540	79.76		
01-75750	WARING OIL CO	191977	FD - DIESEL FUEL	I 340163	6/28/2024	246.81	
			DIESEL FUEL	001-160-525	132.00		
			ENVIRONMENTAL FEE	001-160-525	0.18		
			MS LOC GOV	001-160-525	0.44		
			OILSPILL	001-160-525	0.27		
			LUST	001-160-525	0.04		
			FUEL DEL FEE	001-160-525	100.00		
			COMPLIANCE FEE	001-160-525	13.88		
01-75900	WASTE MANAGEMENT OF MS	191978	06-01-24 - 06-30-24 SERVICES	I 0025935-1894-3	7/02/2024	156,250.88	
			06-01-24 - 06-30-24 SERVICES	003-220-682	112,944.19		
			06-01-24 - 06-30-24 SERVICES	003-220-683	43,306.69		
01-04506	WELLS MARBLE & HURST PLLC	191979	JUNE 2024 SERVICES	I 154049	7/02/2024	39,765.04	
			JUNE 2024 SERVICES	001-060-601	39,765.04		

						TOTAL =	1,539,810.25
						=====	

FUND TOTALS		
FUND	NAME	TOTAL
001	GENERAL FUND	366,740.95
003	SANITATION	156,250.88
005	COURT SERVICES FEE FUND	16.50
200	G. O. BOND FUND	2,500.00
316	EAST COUNTYLINE RD REHAB	661,317.79
400	PUBLIC UTILITIES FUND	222,043.72
404	EMCRS OPERATION & MAINT	336.03
467	METER SWAP PROJECT	130,604.38
TOTALS FOR ALL FUNDS =		1,539,810.25

6/28/2024 2:10 PM
PACKET: 20115 Regular Payments
VENDOR SET: 01
BANK : PYBK PAYROLL RELATED DISB

*** DRAFT/OTHER LISTING ***

June 2024 Month End

VENDOR	NAME / I.D.	DESC	ITEM TYPE	PAID DATE	DISCOUNT	AMOUNT	ITEM NO#	ITEM AMOUNT
00010	STATE TAX COMMISSION							
	I-T2 202406118369	STATE TAX WITHHOLDING	D	6/28/2024		12,633.00CR	001020	
	I-T2 202406218424	STATE TAX WITHHOLDING	D	6/28/2024		13,155.00CR	001020	25,788.00
00011	GOVT EMPL DEFERRED COMP P							
	I-ANN202406118369	ANNUITY	D	6/28/2024		3,072.50CR	001021	
	I-ANN202406218424	ANNUITY	D	6/28/2024		4,610.50CR	001021	7,683.00
00029	CITY OF RIDGELAND PAYROLL							
	I-RET202406118369	RETIREMENT	D	6/28/2024		133,402.31CR	001022	
	I-RET202406218424	RETIREMENT	D	6/28/2024		142,879.35CR	001022	276,281.66

* * T O T A L S * *	NO#	DISCOUNTS	CHECK AMT	TOTAL APPLIED
REGULAR CHECKS:	0	0.00	0.00	0.00
HANDWRITTEN CHECKS:	0	0.00	0.00	0.00
PRE-WRITE CHECKS:	0	0.00	0.00	0.00
DRAFTS:	3	0.00	309,752.66	309,752.66
VOID CHECKS:	0	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
CORRECTIONS:	0	0.00	0.00	0.00
REGISTER TOTALS:	3	0.00	309,752.66	309,752.66

TOTAL ERRORS: 0 TOTAL WARNINGS: 0

6/28/2024 2:10 PM

A / P CHECK REGISTER

PAGE: 2

PACKET: 20115 Regular Payments

VENDOR SET: 01

*** DRAFT/OTHER LISTING ***

BANK : PYBK PAYROLL RELATED DISB

VENDOR	NAME / I.D.	DESC	ITEM TYPE	PAID DATE	DISCOUNT	AMOUNT	ITEM NO#	ITEM AMOUNT
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** POSTING PERIOD RECAP **

FUND	PERIOD	AMOUNT
001	6/2024	279,028.15CR
005	6/2024	2,749.78CR
400	6/2024	26,157.87CR
404	6/2024	1,816.86CR
ALL		309,752.66CR

DEPT: ALL
PAYROLL NO#: 01
PAY PERIOD BEGINNING: 6/21/2024
PAY PERIOD ENDING: 7/04/2024

July 12, 2024 payroll

*** GRAND TOTALS ***

-----EARNINGS-----			-----BENF/REIMB-----		-----DEDUCTIONS-----				-----TAXES-----			
DESC	HRS	AMOUNT	DESC	AMOUNT	CD	ABBV	EMPLOYEE	EMPLOYER	DESC	TAXABLE	EMPLOYEE	EMPLOYER
SAL	616.00	31,231.76	VEH	22.40	AFA	AFACC	1033.33		FED W/H	456,102.95	36,990.30	
SMON	0.00	10,366.13			AFC	AFCAN	892.04		ST WH MS	456,102.95	13,054.00	
REG	17,461.50	385,277.67			AFD	AFSHO	1438.85		FICA	505,885.56	31,364.94	31364.94
R/O	42.25	814.83			AFH	AFHOS	438.40		MEDI	505,885.56	7,335.44	7335.44
O/T	187.50	5,474.33			AFS	AFSPE	192.56					
CE	46.90	0.00			ANN	ANUTY	3072.50					
CMPRG	105.50	0.00			C18	CHSUP	202.50					
COMP	124.25	2,688.09			C32	CHSUP	225.00					
SICK	768.50	17,726.91			C39	CHSUP	152.50					
VAC	853.50	23,718.47			C42	CHSUP	147.50					
HOL	1,644.50	43,916.87			C43	CHSUP	110.00					
HOLB	1,094.00	0.00			C59	CHSUP	285.25					
FNRL	24.00	385.20			C67	CHSUP	177.50					
PARAM	0.00	3,461.58			C73	CHSUP	86.50					
SHIFT	0.00	450.00			C74	CHSUP	165.00					
FEQMT	0.00	35.48			C79	CHSUP	171.00					
MBNHI	10.00	436.50			C82	CHSUP	127.50					
TASKF	26.00	997.36			C86	CHSUP	87.50					
					C87	CHSUP	72.50					
					C88	CHSUP	327.50					
					C92	CHSUP	90.50					
					C94	CHSUP	382.50					
					C95	CHSUP	90.00					
					CAF	ADMFE	108.75	126.72				
					CHC	CHCAR	1349.25					
					CRU	CRUN	3373.00					
					D90	GARNI	334.77					
					DCF	DENCF	2070.05	1184.82				
					DEN	DENTL	38.38	2172.17				
					FCE	FLEX	7.44					
					HCF	HTHCF	12616.31	19973.37				
					HCP	HECOP		1.13				
					HLT	HELTH		45610.83				
					HRF	HRF	165.60	247.51				
					LIF	LIFE	13.44	912.73				
					PBA	POBEN	252.00					
					RET	RET	46710.11	92959.34				
					UNR	UNREM	2602.45					
TOTALS:	23,004.40	526,981.18		22.40			79609.98	163188.62			88,744.68	38700.38

-----DEPARTMENT RECAP-----									
DEPT NO#	GROSS	REGULAR	OVERTIME	LEAVE	OTHER	BENEFITS	DEDUCTIONS	TAXES	NET

DEPT: ALL

PAYROLL NO#: 01

PAY PERIOD BEGINNING: 6/21/2024

PAY PERIOD ENDING: 7/04/2024

-----DEPARTMENT RECAP-----

DEPT NO#	GROSS	REGULAR	OVERTIME	LEAVE	OTHER	BENEFITS	DEDUCTIONS	TAXES	NET
001-010	15,568.96	13,740.25	0.00	1,828.71	0.00	0.00	2,217.31	2,212.94	11,138.71
001-020	6,679.57	6,411.73	0.00	267.84	0.00	0.00	1,241.09	1,167.69	4,270.79
001-040	27,795.42	22,324.85	0.00	5,470.57	0.00	0.00	4,319.38	4,766.87	18,709.17
001-092	1,488.80	893.28	0.00	595.52	0.00	0.00	133.99	231.17	1,123.64
001-100	166,430.39	132,714.30	2,151.70	29,680.53	1,883.86	0.00	23,916.38	27,885.85	114,628.16
001-160	132,741.48	111,866.97	1,462.96	15,914.49	3,497.06	0.00	23,953.18	23,065.14	85,723.16
001-180	26,198.40	21,679.43	0.00	4,518.97	0.00	0.00	3,574.48	4,789.74	17,834.18
001-201	59,340.97	46,109.65	272.31	12,840.64	95.97	22.40	7,225.06	9,539.39	42,554.12
001-340	36,834.42	29,265.81	540.66	7,027.95	0.00	0.00	3,662.91	5,923.70	27,247.81
005-101	4,620.80	4,382.64	0.00	238.16	0.00	0.00	992.43	794.53	2,833.84
400-650	46,022.79	34,957.16	1,046.70	9,300.07	718.86	0.00	7,497.54	8,004.52	30,520.73
404-650	3,281.58	2,529.49	0.00	752.09	0.00	0.00	876.23	363.14	2,042.21
TOTALS	527,003.58	426,875.56	5,474.33	88,435.54	6,195.75	22.40	79,609.98	88,744.68	358,626.52

REGULAR INPUT: 247

MANUAL INPUT: 0

CHECK STUB COUNT: 0

DIRECT DEPOSIT STUB COUNT: 247