

The Mayor and Board of Aldermen of the City of Hernando met in regular session at City Hall on Tuesday, July 18, 2023 at 6:00 P.M. with Mayor Chip Johnson presiding. Alderpersons present were: Alderman W.I. “Doc” Harris, Alderwoman Natalie Lynch, Alderman Andrew Miller, Alderman Bruce Robinson, Alderman Chad Wicker, Alderwoman Beth Ross, and Alderman Ben Piper. Also present for the meeting were: City Clerk Pam Pyle, Finance Director Ed Espitia, HR Director Julie Gates, City Attorney Steven Pittman, Public Works Director Lee Germany, Public Works Asst. Director Curtis Bain, Police Chief Shane Ellis, Police Assistant Chief Charles Lanphere, Fire Chief Marshel Berry, Deputy Fire Chief Sam Witt, Planning Director Austin Cardosi, Zoning Coordinator Kristen Duggan, Parks Director Jared Barkley, Nester Duran, Katherine Spears, Robert Spears, Sibonie Swatzyna, Nancy Anderson, Kelsey Jones, Donna Vecellio, Dan Lehman, Chas Emerson, David Powell, Nick Kreunen, Jon Stevenson, and Jennifer Stevenson.

20230718-2

PLEDGE OF ALLEGIANCE

Pledge of Allegiance

20230718-3

INVOCATION

Alderman Miller gave the invocation.

20230718-4

AGENDA

Agenda
City of Hernando
Mayor and Board of Alderman
Regular Meeting

July 18, 2023

6:00 pm

- 1) Call the meeting to order.
- 2) Pledge of Allegiance
- 3) Invocation
- 4) Approve Agenda-Additions
- 5) Approve Docket of Claims No.’s – 56561-56849, less docket # 56743.
- 6) Approve Docket Claim No. 56743 (Piper).
- 7) Approve Minutes from the Regular Mayor and Board of Aldermen Meeting on July 5, 2023.
- 8) Consent Agenda
 - A) Authorize B. Early to attend MS Association of Public Fire Safety Educators Conference in Pearl, MS at the MS State Fire Academy on July 19-21, 2023, also authorize to pay registration and travel expense.

- B) Approval to accept the Police Department's MOHS FY23 Homeland Security Grant for \$105,040.00 with no match for a Fixed LPR Camera, Communication Box, and LEARN system.
 - C) Approval to enter into an agreement with the Friends of Hernando Sports to sell concessions at the Hernando Soccer Complex and the Hernando Civic Center during the fall 2023 youth seasons and the Mayor to sign.
 - D) Approval of proposed updated parks rental form that updates the payment policy to reflect the Gale Center payment policy. No rental fees were changed.
 - E) Approval for Sports Director, Michael Carson, to travel to Flowood, MS July 28-29, 2023 to attend the Mississippi Soccer Association (MSA) Leadership Summit and cover room, travel, and registration.
 - F) Approval to allow the Friends of Hernando Skates the use of the Gale Center for a fundraiser at no cost on Friday, July 28, 2023, from 4:00 pm until 12:00 am.
 - G) Approval for Shane Ellis and Charles Lanphere to attend the FBI National Academy Associates Summer Training Conference in Gulfport MS on August 13-17, 2023 and pay for registration and travel.
 - H) Approval to enter into an agreement with listed independent contractors to instructional classes for Hernando Parks and Recreation during Fall 2023. Holly Bigham (Tennis), Melinda Franklin (Sewing), Briana Moyer (Crocheting), Jill Smith (Toddler Time, Move & Groove, and Mighty Movers), and Jared Barkley to sign all agreements.
 - I) Approval of the proposed fee payment policy for Parks programs and facilities.
- 9) Discussion of working with the Chamber of Commerce on the wayfinding sign project. (Chamber will apply for grant funds for areas in the Main Street District, and City will place coordinating signs in the areas outside the district)
- 10) Approval health insurance carrier United Health Care with a negotiated premiums at an 8% *decrease* presented by Donna Vecellio and Chas Emerson.
- 11) Approval to extend the Emergency Declaration of June 18, 2023 for continued debris pick up.
- 12) Approval to Proclaim August 3, 2023 as H.R. "Randy" Garner Day.
- 13) Jim Robinson requests to speak to the Board of Aldermen.
- 14) PL-1744 – Weatherby West Phase 1 (Renamed to Scott Meadows) - Request for Final plat approval of the Weatherby West Subdivision Phase 1 Located on the north side of West Oak Grove Road, east of Oak Crossing Drive, and south of West Commerce Street Nick Kruenen, representing the owner.**
- 15) **PL-1745 – Whitfield Commercial First Revision -Final plat approval Whitfield Commercial Subdivision First Revision Located on the south side of Whitfield Drive, west of Memphis Street Nick Kreunen, representing Jon Stevenson.**
- 16) Approval of the MOA between MDOT and City of Hernando for the McIngvale Overlay MPO project, and authority for the Mayor to sign.
- 17) Approval to accept the agreement between the city and DeSoto County Schools for an additional SRO officer and for the Mayor to sign.
- 18) Request the use of funds from the Tree Mitigation account to use for landscaping at Addie Baldwin Park.
- 19) Representative of First Regional Library to request flat funding for FY2024.
- 20) Dan Lehman from DeSoto Family Theatre to request funding for FY2024.

- 21) Discussion of temporarily closing Oak Grove Rd between Hwy 51 and Robertson Gin for paving by Desoto County.
- 22) Approval of Change Order of \$10,290.56 for the Animal Shelter presented by AERC. (To be paid with donations).
- 23) Approval to accept the MDEQ agreement NO. 159-2-DW-5.15 for “Jaybird Road Department of Health Required Water Plant Improvement” ARPA project.
- 24) Approval to accept the MDEQ agreement NO. 585-2-DW-5.15 for “East Parkway Water Plant Upgrades” ARPA project.
- 25) Utility Adjustments
- 26) Executive Session-Prospective Litigation and Administrative Personnel Matters.
- 27) Adjourn

Motion was duly made by Alderman Harris and seconded by Alderman Robinson to approve the amended Agenda as presented.

A vote was taken with the following results:

Those voting “Aye”: Alderman Harris, Alderwoman Lynch, Alderman Miller, Alderman Robinson, Alderman Wicker, Alderwoman Ross, and Alderman Piper.

Those voting “Nay”: None

Absent: None

ORDERED AND DONE this the 18th day of July, 2023.

20230718-5

APPROVE DOCKET OF CLAIMS NO.’S 56561-56848, LESS DOCKET #56743 (PIPER)

The Board of Aldermen were presented with a docket of claims No. 56561-56848, less docket #56743 (Piper), in the amount of \$1,674,213.21 for approval.

Motion was duly made by Alderman Miller and seconded by Alderman Robinson to approve the docket of claims for payment as presented.

A vote was taken with the following results:

Those voting “Aye”: Alderwoman Lynch, Alderman Miller, Alderman Robinson, Alderman Wicker, Alderwoman Ross, Alderman Piper, and Alderman Harris.

Those voting “Nay”: None.

Absent: None

ORDERED AND DONE this the 18th day of July, 2023.

Alderman Piper recused himself and left the room.

20230718-6

APPROVE DOCKET CLAIM NO. #56743 (PIPER)

Motion was duly made by Alderwoman Ross and seconded by Alderman Robinson to approve docket claim No. #56743, in the amount of \$1,106.84 (Piper).

A vote was taken with the following results:

Those voting “Aye”: Alderwoman Lynch, Alderman Miller, Alderman Robinson, Alderman Wicker, Alderwoman Ross, and Alderman Harris.

Those voting “Nay”: None.

Absent: Alderman Piper

ORDERED AND DONE this the 18th day of July, 2023.

A copy of the Claims Docket is attached and fully incorporated into these minutes.

Alderman Piper returned.

20230718-7

**APPROVE MINUTES OF THE REGULAR MEETING OF THE MAYOR AND BOARD
OF ALDERMEN JULY 5, 2023**

Motion was duly made by Alderman Harris and seconded by Alderman Robinson to approve the minutes from the regular Mayor and Board of Aldermen Meeting on July 5, 2023.

A roll call vote was taken with the following results:

Those voting "Aye": Alderman Robinson, Alderman Wicker, Alderwoman Ross, Alderman Piper, Alderman Harris, and Alderwoman Lynch.

Those voting "Nay": None.

Absent: None

Abstain: Alderman Miller

ORDERED AND DONE this the 18th day of July, 2023.

20230718-8

CONSENT AGENDA

- A) Authorize B. Early to attend MS Association of Public Fire Safety Educators Conference in Pearl, MS at the MS State Fire Academy on July 19-21, 2023, also authorize to pay registration and travel expense.
- B) Approval to accept the Police Department's MOHS FY23 Homeland Security Grant for \$105,040.00 with no match for a Fixed LPR Camera, Communication Box, and LEARN system.
- C) Approval to enter into an agreement with the Friends of Hernando Sports to sell concessions at the Hernando Soccer Complex and the Hernando Civic Center during the fall 2023 youth seasons and the Mayor to sign.
- D) Approval of proposed updated parks rental form that updates the payment policy to reflect the Gale Center payment policy. No rental fees were changed.
- E) Approval for Sports Director, Michael Carson, to travel to Flowood, MS July 28-29, 2023 to attend the Mississippi Soccer Association (MSA) Leadership Summit and cover room, travel, and registration.
- F) Approval to allow the Friends of Hernando Skates the use of the Gale Center for a fundraiser at no cost on Friday, July 28, 2023, from 4:00 pm until 12:00 am.
- G) Approval for Shane Ellis and Charles Lanphere to attend the FBI National Academy Associates Summer Training Conference in Gulfport MS on August 13-17, 2023 and pay for registration and travel.
- H) Approval to enter into an agreement with listed independent contractors to instructional classes for Hernando Parks and Recreation during Fall 2023. Holly Bigham (Tennis), Melinda Franklin (Sewing), Briana Moyer (Crocheting), Jill Smith (Toddler Time, Move & Groove, and Mighty Movers), and Jared Barkley to sign all agreements.
Approval of the proposed fee payment policy for Parks programs and facilities.

Motion was duly made by Alderman Robinson seconded by Alderwoman Ross to approve the consent agenda as presented.

A vote was taken with the following results:

Those voting "Aye": Alderman Robinson, Alderman Wicker, Alderwoman Ross, Alderman Piper, Alderman Harris, and Alderwoman Lynch, and Alderman Miller.

Those voting "Nay": None

Absent: None

ORDERED AND DONE this the 18th day of July, 2023.

**MOHS FY23 Homeland Security Grant Program
Grant Application**

I. Agency Applicant Information

Date

Name of Agency

Mailing Address

County of Agency

Agency Contact Name

Contact Phone Number

Contact Email Address

UEI Number

UEI Activation Date

Congressional District

Cost Category		Source of Funds	
Personnel Services-Salary		Federal	\$105,040.00
Personnel Services-Fringe		State	\$0.00
Contractual Service	\$25,720.00	Local	\$0.00
Training/Travel		Other	\$0.00
Equipment	\$79320.00	Total	
Commodities/Supplies			
Total of Grant	105,040.00		

The applicant agrees to operate the program outlined in this application with all provisions as included herein.

Approved Signature of Authorized Official (Mayor/Board of Supervisor President/Commissioner) for Jurisdiction to Apply:



Hernando Parks & Recreation
 2601 Elm Street
 Hernando, MS 38632
 (662) 429-2688
 parksreceptionist@cityofhernando.org

Request for Park Use

Today's Date: _____

Name: _____

Address: _____

Phone Number: _____

Email: _____

Type of event: _____

Date of Use: _____ Time of Use: _____

Please check the park facility and/or field in which you are requesting:

Select	Facility	Location	Fee
<input type="checkbox"/>	Kuykendall Sports & Fitness Parks <i>(The track must be left open and available to the public.)</i>	161 East South Street	\$200
<input type="checkbox"/>	Addie Baldwin Basketball Courts	330 Hill Street	\$200
<input type="checkbox"/>	Conger Park Amphitheater	135 West Oak Grove Road	\$200
<input type="checkbox"/>	Conger Park Tennis Courts	135 West Oak Grove Road	\$200
<input type="checkbox"/>	Church Park Tennis Courts	60 West Center Street	\$200

Hernando Civic Center Baseball Fields: 3800 Robertson Gin Road

Select	Field	Type & Size	Fee
<input type="checkbox"/>	Field 1	Skinned Infield: 10U & Up	\$200
<input type="checkbox"/>	Field 2	Grass Infield: 14U	\$200
<input type="checkbox"/>	Field 3	Grass Infield: 12U	\$200
<input type="checkbox"/>	Field 4	Grass Infield: 10U	\$200
<input type="checkbox"/>	Field 5	Grass Infield: 6U	\$200
<input type="checkbox"/>	Field 6	Skinned Infield: 6U & 8U	\$200
<input type="checkbox"/>	Field 7	Skinned Infield: 6U & 8U	\$200
<input type="checkbox"/>	Field 8	Grass Infield: 8U	\$200
<input type="checkbox"/>	Field 9	Grass Infield: T-Ball	\$200

Please complete the form and return it to the Hernando Parks and Recreation Department. at least 1 business day prior to the event.

Deposit & Payment

A deposit of \$200.00 is required at the time of reservation to hold your requested date. The rental fee must be paid at least 1 business day prior to the date of your event. Your deposit will be refunded after the event if the facilities are free of damage and litter.

If the fee is not paid at least 1 business day prior to your rental, you will forfeit your \$200 deposit fee.

Cancellations and Rain

To receive a full refund, cancellations must be made at least 5 business days in advance of the event date. Cancellations made within 5 business days of the event date will forfeit funds. Rain dates must be used within 30 days of the original date of the event.

Rental Agreement

I, the renter, agree to pay the sum of _____ for the rental of

on _____. I, my executors, or other representatives, waive and release all rights and claims for damages that I may have against the City of Hernando, and/or its representatives.

Signature: _____ Date: _____

Office Use Only

Deposit Amount: _____ Receipt #: _____ Date of Receipt: _____

Rental Amount: _____ Receipt #: _____ Date of Receipt: _____

Balance Due By: _____

Memo



To: Hernando Board of Aldermen
From: Jared Barkley, Parks and Recreation Director
CC: Chip Johnson, Mayor
Date: 7/12/2023
Re: Fee Payment Policy for Programs and Facilities

Fee payment policy for programs and facilities, e.g., recreational sports leagues, instructional programs, or rentals, must be paid at the time of registration or reservation according to the requirements of the specific program or rental.

Program fees: must be paid at the time of registration. No discounts or payment plans may be arranged.

Waitlist: Those being added to a program from the waitlist must pay by the end of the next business day. It is the responsibility of the program's administrator to see that payment has been submitted.

Scholarship: If a scholarship opportunity is inquired about, please record the information listed below and send it to the Sports Director and the Department Director.

- Parent/Guardian Name:
- Child(ren) Name, Gender, Age, and D.O.B
- Program and Age Group
- Amount Requesting
- Home Address
- Phone Number
- Email Address

Pavilion Rentals: Fee must be paid at the time of registration.

Park Rentals: A deposit of \$200.00 is required at the time of reservation to hold your requested date.

Gale Center Rentals: A deposit of \$200.00 is required at the time of reservation to hold your requested date. The rental fee must be paid at least 1 business day prior to the date of your event.

NOTICE: Approval to waive rental fees and rental deposits may be given by the Board of Aldermen on a case-by-case request basis.

20230718-9

DISCUSSION OF WORKING WITH THE CHAMBER OF COMMERCE ON THE WAYFINDING SIGN PROJECT. (CHAMBER WILL APPLY FOR GRANT FUNDS FOR AREAS IN THE MAIN STREET DISTRICT, AND CITY WILL PLACE COORDINATING SIGNS IN THE AREAS OUTSIDE THE DISTRICT)

Discussed was for the Hernando Chamber of Commerce to erect way finding signs in the Main Street District. The City of Hernando will be responsible for erecting way finding signs outside of the Main Street District.

No action taken.

20230718-10

APPROVAL OF HEALTH INSURANCE CARRIER UNITED HEALTH CARE WITH NEGOTIATED PREMIUMS AT AN 8% DECREASE PRESENTED BY DONNA VECELLIO AND CHAS EMERSON.

Motion was duly made by Alderman Harris seconded by Alderman Robinson approval of United Health Care as the City of Hernando's health care provider with an 8% cost decrease.

A vote was taken with the following results:

Those voting "Aye": Alderman Harris, Alderwoman Lynch, Alderman Miller, Alderman Robinson, Alderman Wicker, Alderwoman Ross, and Alderman Piper.

Those voting "Nay": None

Absent: None

ORDERED AND DONE this the 18th day of July, 2023.

20230718-11

APPROVAL TO EXTEND THE EMERGENCY DECLARATION OF JUNE 18, 2023 FOR CONTINUED DEBRIS PICK UP.

The emergency declaration of June 18, 2023 needs to be extended in order to continue the removal of the debris. The Public Works Department has done a remarkable job in getting the city cleaned up. The Hernando citizens also banded together to assist their neighbors and community during this natural disaster. Mayoral Administrator Steve Smith was instrumental in coordinating the help needed.

Motion was duly made by Alderman Miller and seconded by Alderwoman Lynch approval to extend the emergency declaration of June 18, 2023 for continued debris pick up.

A vote was taken with the following results:

Those voting "Aye": Alderman Robinson, Alderman Wicker, Alderwoman Ross, Alderman Piper, Alderman Harris, Alderwoman Lynch, and Alderman Miller.

Those voting "Nay": None.

Absent: None

ORDERED AND DONE this the 18th day of July, 2023.

20230718-12

APPROVAL TO PROCLAIM AUGUST 3, 2023 AS H.R. "RANDY" GARNER DAY.

Motion was duly made by Alderman Wicker seconded by Alderwoman Ross approval for to proclaim August 3, 2023 as H.R. "Randy" Garner Day.

A vote was taken with the following results:

Those voting "Aye": Alderman Harris, Alderwoman Lynch, Alderman Miller, Alderman Robinson, Alderman Wicker, Alderwoman Ross, and Alderman Piper.

Those voting "Nay": None

Absent: None

ORDERED AND DONE this the 18th day of July, 2023.



City of Hernando **Proclamation**

- WHEREAS**, Mr. H.R. "Randy" Garner was born on March 31, 1941 in Memphis, Tennessee to the late Boyce Lee and Eloise Pope Garner of Hernando.
- WHEREAS** Mr. Garner received his education at Hernando Elementary and Hernando High School, graduating with the Class of 1959.
- WHEREAS** Mr. Garner married Ms. Lottie Holcomb of Hernando and they raised their children in Hernando, MS.
- WHEREAS** Mr. Garner attended Northwest Junior College and the University of Mississippi where he graduated in 1964. Mr. Garner graduated from the University of Mississippi School of Law in 1967.
- WHEREAS** Mr. Garner began his practice of law in 1967 joining the firm initially founded by his father, Boyce Lee Garner. With its inception dating back to 1942, Garner & Garner is the longest continuously operating law firm in Desoto County history. Other attorneys who have practiced at the Garner building include Mr. Jim Amos, Mr. J.B. Love, Mrs. D. Pace Brannan, Mr. Cinclair May, Mr. Allen Couch, Sr., and Mr. Bill Austin.
- WHEREAS** In 1969, Garner and Garner purchased the building located at the corner of Loshier St. and Highway 51 on the Courthouse Square from Mr. Pete Emerson. Prior to that, the building had been a gas station owned and operated by Mr. Eulo Loyd where some of the original walls still exist.
- WHEREAS** Prior to the purchase of the Garner Building in 1969, Mr. Garner practiced next door in the building of Mr. Gerald Weissinger Chatham, Sr. at 291 Loshier Street. Gerald Weissinger Chatham is the late father of the Hon. Gerald Wilborn Chatham, Sr., presiding Circuit Court Judge for the 17th Judicial District in Hernando.
- WHEREAS** Mr. Garner has previously served as the President of the Desoto County Bar Association, attorney for the Desoto County Board of Supervisors, attorney for the City of Hernando and Special Family Master for the Chancery Court of Desoto County.
- WHEREAS** In September 2021, the firm of Chatham Gilder Howell Pittman merged with Garner and Garner with Mr. Garner continuing his law practice and, also serving as "of counsel" to the CGHP law firm. The two buildings, the Garner Building, and the Chatham Building, were joined through a renovation thereby allowing the firms to practice under one roof.

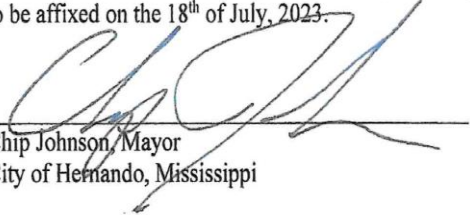
WHEREAS Mr. Garner's character and reputation in the practice of law is far reaching so much so that John Grisham modeled his character of Harry Rex Vonner in A Time to Kill and other novels after Harry Randolph Garner, or Randy as we call him.

THEREFORE, be it resolved that I, Chip Johnson, Mayor of the City of Hernando and the Board of Alderman do hereby proclaim August 3, 2023 be named and honored for Mr. H.R. "Randy" Garner and proclaim it to be

H.R. "RANDY" GARNER DAY



IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Hernando, Mississippi, to be affixed on the 18th of July, 2023.


Chip Johnson, Mayor
City of Hernando, Mississippi

20230718-13

JIM ROBINSON REQUESTS TO SPEAK TO THE BOARD OF ALDERMEN.

No action taken.

20230718-14

**PL-1744 – WEATHERBY WEST PHASE 1 (RENAMED TO SCOTT MEADOWS) -
REQUEST FOR FINAL PLAT APPROVAL OF THE WEATHERBY WEST
SUBDIVISION PHASE 1 LOCATED ON THE NORTH SIDE OF WEST OAK GROVE
ROAD, EAST OF OAK CROSSING DRIVE, AND SOUTH OF WEST COMMERCE
STREET. NICK KREUNEN, REPRESENTING THE OWNER.**

Motion was duly made by Alderwoman Lynch seconded by Alderman Miller to approve because the plat substantially conforms to that of the preliminary, a final plat approval for the Weatherby Phase 1 Final plat by Nick Kreunen, representing the owner. The subject property a portion of Parcel No. 308515000 0000502, Parcel No. 308614000 0000700, and Parcel No. 308614000 0000713 located on the North Side of West Oak Grove Road, East of Oak Crossing Drive, and South of West commerce Street based on the staff conditions listed 1-13.

A vote was taken with the following results:

Those voting “Aye”: Alderman Piper, Alderman Harris, Alderwoman Lynch, Alderman Miller, Alderman Robinson, Alderman Wicker, and Alderwoman Ross.

Those voting “Nay”: None

Absent: None

ORDERED AND DONE this the 18th day of July, 2023.



**City of
Hernando**
MISSISSIPPI

**BOARD OF ALDERMEN
STAFF REPORT**

Project No.: PL-1744
Request: Final plat approval of the Weatherby West Subdivision Phase 1
Location: Located on the north side of West Oak Grove Road, east of Oak Crossing Drive, and south of West Commerce Street
Applicant: Nick Kruenen, representing the owner
Date: July 18th, 2023

INTRODUCTION:

Nick Kruenen, representing the owner, is requesting final plat approval for the first phase of Weatherby West Subdivision. The subject property a portion of Parcel No. 308515000 0000502, Parcel No. 308614000 0000700, and Parcel No. 308614000 0000713 located on the North Side of West Oak Grove Road, East of Oak Crossing Drive, and South of West Commerce Street. The site is zoned PUD.

BACKGROUND:

The proposed final plat consists of 60 lots on 58.49 acres. The original PUD zoning was established in 2020. That preliminary plat and site layout is attached. Per Hernando Subdivision Regulations, the PUD zoning text serves as the Preliminary Plat. The approval criteria for a final plat are listed as follows:

“When the Final Plat conforms to the approved Preliminary Plat, and the requirements of this Article have been accomplished, the Final Plat shall be approved by the Planning Commission and the plat thereupon submitted to the Mayor and Board of Aldermen for its review and final determination. When the Final Plat does not conform to the approved Preliminary Plat, the Planning Commission shall submit its recommendations to the Mayor and Board of Aldermen for approval or disapproval of the Final Plat.”

According to the applicant, in the process of design, the site topography required the change of the lot configuration and the associated common open space. The Planning Commission has the authority to determine if this change is small enough to be determined as substantially conforming, or not.

14. Following Final Plat Approval by the Board of Aldermen, the Developer shall submit two (2) complete sets of construction plans for review and approval to the Office of Planning.
15. Following Final Plat Approval by the Board of Aldermen and prior to the beginning of construction, the Developer shall enter into a Development Contract with the City of Hernando for the installation of all required Public Improvements. This is in accordance with Article VI Required Minimum Improvements, §B. Procedures for Posting or Release of Bonds of the City of Hernando's Land Subdivision Ordinance.
16. Prior to recording the final plat, the Developer shall submit for approval a schedule of Lot Numbers and associated street addresses to the Office of Planning. Corner lots shall include potential addresses for both streets.
17. Prior to Construction Plan approval, the Developer shall obtain a Large Area Grading Permit from the Mississippi Department of Environmental Quality (MDEQ) and submit a copy to the Office of Planning, if applicable.
18. Prior to submitting the plat for recording, the applicant shall coordinate with the Post Office the centralized delivery location of the mail boxes.

STAFF COMMENTS:

1. The Planning Commission recommended unanimously to approve.

PROPOSED MOTION:

Motion to Approve:

Because the plat substantially conforms to that of the preliminary , I offer a motion to **APPROVE** of a final plat approval for the Weatherby Phase I Final plat by Nick Krueen, representing the owner. The subject property a portion of Parcel No. 308515000 0000502, Parcel No. 308614000 0000700, and Parcel No. 308614000 0000713 located on the North Side of West Oak Grove Road, East of Oak Crossing Drive, and South of West Commerce Street based on the staff conditions listed in the staff report.

Motion to Deny:

Because the proposed plat does not substantially conform, I offer a motion to **DENY** final plat approval for the Weatherby Phase I Final plat by Nick Krueen, representing the owner. The subject property a portion of Parcel No. 308515000 0000502, Parcel No. 308614000 0000700, and Parcel No. 308614000 0000713 located on the North Side of West Oak Grove Road, East of Oak Crossing Drive, and South of West Commerce Street based on the staff conditions listed in the staff report.

DISCUSSION:

1. All landscaping in all common open space areas, natural areas, buffer areas, streetscape areas, medians, islands, and the entrance signage areas and such other associated improvements shall be installed/constructed prior to the issuance of any building permit within that respective phase of the development. Street trees may be bonded insuring their installation prior to the final inspection and occupancy of the residence upon each lot.
2. Improvements are to be the responsibility of the developer and not the responsibility of the City of Hernando.
3. Grading, drainage, and engineering construction plans shall be submitted to the Office of Planning for review and approval by the City Engineer and Public Works Director.
4. The developer shall install drainage pipe, erosion control material, sewer mains and service, water mains, fire hydrants, and service, gas mains and service, curb and gutter for all streets, and gravel or soil cement base for the streets and one (1) layer of blacktop, 1½" thick, before the plat of the subdivision, or any phase of the subdivision, is recorded. A performance guarantee must be filed for the remainder of the improvements in an amount set by the City Engineer. This includes another 1½" of blacktop making a total of three (3") of blacktop surface and sidewalks, if applicable.
5. Sidewalks shall be installed on both sides of all streets, except for those planned for striped bike lanes along the open ditch section.
6. Finished floor elevations shall be listed for each lot.
7. Streetlights shall be installed at the developer's expense. Streetlight plans shall be submitted to the Office of Planning for City Engineer and Planning Director approval.
8. All utilities and services (electric, telephone, cable, etc.) are to be installed underground. The water service lines shall be installed with tracing wire at the top.
9. No relocated buildings will be allowed.
10. Surrounding properties that are within 100 ft. shall be outlined with ownership records given.
11. Federal Emergency Management Agency (FEMA) designated floodplain and flood elevations shall be illustrated on the plat.
12. Prior to recording the final plat, all Public Improvements shall be installed, completed, and accepted by the City of Hernando.
13. Prior to recording the final plat, the Developer shall include all required certificates and execute those that are applicable to him and his assigns.

20230718-15

**PL-1745 – WHITFIELD COMMERCIAL FIRST REVISION -FINAL PLAT APPROVAL
WHITFIELD COMMERCIAL SUBDIVISION FIRST REVISION LOCATED ON THE
SOUTH SIDE OF WHITFIELD DRIVE, WEST OF MEMPHIS STREET NICK
KREUNEN, REPRESENTING JON STEVENSON.**

Motion was duly made by Alderman Harris seconded by Alderman Robinson approval of a final plat approval for the Whitfield Commercial, First Revision by Nick Kreunen, representing Jon Stevenson. The subject property is located on the south side of Whitfield Drive, west of Memphis Street and consisting of parcels identified as 3081121000001000 and 3081121000000900 based on the staff conditions listed in the staff report 1-18, eliminate #5, but add sidewalks to Memphis Street.

A vote was taken with the following results:

Those voting "Aye": Alderwoman Ross, Alderman Piper, Alderman Harris, Alderwoman Lynch, Alderman Miller, Alderman Robinson, and Alderman Wicker.

Those voting "Nay": None

Absent: None

ORDERED AND DONE this the 18th day of July, 2023.



**City of
Hernando**
MISSISSIPPI

**BOARD OF ALDERMEN
STAFF REPORT**

Project No.: PL-1745
Request: Final plat approval Whitfield Commercial Subdivision First Revision
Location: Located on the south side of Whitfield Drive, west of Memphis Street
Applicant: Nick Kreunen, representing Jon Stevenson
Date: July 18th, 2023

INTRODUCTION:

Nick Kreunen, representing Jon Stevenson, is requesting final plat approval of the Whitfield Subdivision, First Revision. The subject property consists of parcels identified as Parcel Numbers 308112100 0001000 and 308112100 0000900. The site's zoning is M-1.

BACKGROUND:

The applicant is proposing the combine lots 9 and 10 into one lot, consisting of 10.34 acres.

DISCUSSION and CONDITIONS:

1. All landscaping in all common open space areas, natural areas, buffer areas, streetscape areas, medians, islands, and the entrance signage areas and such other associated improvements shall be installed/constructed prior to the issuance of any building permit within that respective phase of the development. Street trees may be bonded insuring their installation prior to the final inspection and occupancy of the residence upon each lot.
2. Improvements are to be the responsibility of the developer and not the responsibility of the City of Hernando.
3. Grading, drainage, and engineering construction plans shall be submitted to the Office of Planning for review and approval by the City Engineer and Public Works Director.
4. The developer shall install drainage pipe, erosion control material, sewer mains and service, water mains, fire hydrants, and service, gas mains and service, curb and gutter for all streets, and gravel or soil cement base for the streets and one (1) layer of blacktop, 1½" thick, before the plat of the subdivision, or any phase of the subdivision, is recorded. A performance guarantee must be filed for the remainder of the improvements in an amount set by the City Engineer. This includes another 1½" of blacktop making a total of three (3") of blacktop surface and sidewalks, if applicable.
5. Sidewalks shall be installed on both sides of all streets.

6. Finished floor elevations shall be listed for each lot.
7. Streetlights shall be installed at the developer's expense. Streetlight plans shall be submitted to the Office of Planning for City Engineer and Planning Director approval.
8. All utilities and services (electric, telephone, cable, etc.) are to be installed underground. The water service lines shall be installed with tracing wire at the top.
9. No relocated buildings will be allowed.
10. Surrounding properties that are within 100 ft. shall be outlined with ownership records given.
11. Federal Emergency Management Agency (FEMA) designated floodplain and flood elevations shall be illustrated on the plat.
12. Prior to recording the final plat, all Public Improvements shall be installed, completed, and accepted by the City of Hernando.
13. Prior to recording the final plat, the Developer shall include all required certificates and execute those that are applicable to him and his assigns.
14. Following Final Plat Approval by the Board of Aldermen, the Developer shall submit two (2) complete sets of construction plans for review and approval to the Office of Planning.
15. Following Final Plat Approval by the Board of Aldermen and prior to the beginning of construction, the Developer shall enter into a Development Contract with the City of Hernando for the installation of all required Public Improvements. This is in accordance with Article VI Required Minimum Improvements, §B. Procedures for Posting or Release of Bonds of the City of Hernando's Land Subdivision Ordinance.
16. Prior to recording the final plat, the Developer shall submit for approval a schedule of Lot Numbers and associated street addresses to the Office of Planning. Corner lots shall include potential addresses for both streets.
17. Prior to Construction Plan approval, the Developer shall obtain a Large Area Grading Permit from the Mississippi Department of Environmental Quality (MDEQ) and submit a copy to the Office of Planning, if applicable.
18. Prior to submitting the plat for recording, the applicant shall coordinate with the Post Office the centralized delivery location of the mail boxes.

STAFF COMMENTS:

1. The application has been recommended unanimously for approval by the Planning Commission

PROPOSED MOTION:*Motion to Approve:*

A motion of **approval** of a final plat approval for the Whitfield Commercial, First Revision by Nick Kreunen, representing Jon Stevenson. The subject property is located on the south side of Whitfield Drive, west of Memphis Street and consisting of parcels identified as 3081121000001000 and 3081121000000900 based on the staff conditions listed in the staff report.

20230718-16**APPROVAL OF THE MOA BETWEEN MDOT AND CITY OF HERNANDO FOR THE MCINGVALE OVERLAY MPO PROJECT, AND AUTHORITY FOR THE MAYOR TO SIGN.**

Motion was duly made by Alderman Robinson seconded by Alderwoman Lynch approval of the MOA between MDOT and City of Hernando for the McIngvale Overlay MPO project, and authority for the Mayor to sign.

A vote was taken with the following results:

Those voting "Aye": Alderman Wicker, Alderwoman Ross, Alderman Piper, Alderman Harris, Alderwoman Lynch, Alderman Miller, and Alderman Robinson.

Those voting "Nay": None

Absent: None

ORDERED AND DONE this the 18th day of July, 2023.

John Caldwell
Northern District Commissioner

Brian D. Ratliff
Deputy Executive Director/Chief Engineer

James M. Turner
District 2 Engineer



Brad White
Executive Director

Jeff Ely, P.E.
Chief of Staff

Lisa M. Hancock
Deputy Executive Director/Administration

July 3, 2023

Mayor Chip Johnson
Attn: Austin Cardosi
DeSoto County
475 West Commerce Street
Hernando, MS 38632

RE: STP-0109-00(010)LPA 109432-701000
McIngvale Overlay
City of Hernando

Dear Mr. Johnson,

Please find enclosed two original Memorandum of Agreement for your execution. Once signed, please return both original documents to my office for further processing.

If you have any questions, please contact me at 662-563-4541.

Sincerely,

A handwritten signature in black ink that reads 'Brian Copeland'. The signature is written in a cursive style and is positioned above a horizontal line.

Brian Copeland
District LPA Engineer

Cc:
File

P. O. Box 660 • Batesville, MS 38606-0660
Telephone (662) 563-4541 • FAX (662) 563-0138 • GoMDOT.com

STP-0109-00(010)LPA 109432-701000
 McIngvale Road Overlay
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Memorandum of Agreement
 STP-0109-00(010)LPA 109432-701000
 McIngvale Road Overlay
 City of Hernando

This Agreement is made between the Mississippi Transportation Commission, a body Corporate of the State of Mississippi (hereinafter referred to as the "Commission"), acting by and through the duly authorized Executive Director of the Mississippi Department of Transportation ("MDOT") and City of Hernando (hereinafter referred to as the "LPA"), for the purpose of establishing the terms under which the LPA may utilize federal funds to complete the proposed project as described below, effective as of the date of the last execution by the Commission.

WHEREAS, the Commission has oversight responsibility and authority over federal funds that are available for local public agency projects; and

WHEREAS, the LPA intends to develop and construct an overlay of McIngvale Road from I-269 to Pleasant Hill Road; (hereinafter referred to as the "Project"), and the Commission intends to allow the LPA access to available federal funds and manage the Project under the terms and provisions of this Memorandum of Agreement; and

WHEREAS, it is anticipated that approximately \$2,348,000.00 in federal funds (80% grant match and 20% local match) are available for the construction of the Project, and that the above mentioned federal funds may be rescinded if they are not obligated on or before December 31, 2024, and that the above funds are subject to normal rescissions and obligational limitations; and

WHEREAS, the LPA will be responsible for all Project costs over and above the maximum amount of federal funds allocated to the Project by the Commission;

WHEREAS, the Commission and the LPA desire to set forth, by this Agreement, more fully, the agreements of the parties by which the Project will be developed and completed; and

NOW, THEREFORE, for and in consideration of the premises and agreements of the parties as hereinafter contained, the LPA and the Commission enter into this Memorandum of Agreement for the use of the currently available federal funds and any future federal funds that may be allocated to this Project, agree and covenant as follows:

ARTICLE I. DUTIES AND RESPONSIBILITIES

A. The LPA, which is hereby designated as the Local Sponsor for the purposes herein, hereby contracts, covenants and binds itself to the following responsibilities, duties, terms and conditions:

1. The LPA shall immediately designate a full time employee of the LPA as the Project Director, who will serve as the person responsible for completion of all phases of the Project and will coordinate all Project activities with the MDOT District LPA Engineer.

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2. The LPA shall promptly follow the procedures set out in the latest online version of the Project Development Manual (PDM) for Local Public Agencies that are necessary for the Project including, but not limited to, project activation, reporting requirements for federal awards (including the single audit), consultant selection, necessary permits, environmental process, preliminary design, right-of-way acquisition, advertisement for and selection of a contractor, construction oversight, and project close out activities.

3. The LPA shall submit to MDOT four (4) complete sets of as-built plans in printed form and the original electronic files in a format that is compatible with Microstation prior to MDOT acceptance. Upon request, MDOT may waive this requirement for selected projects.

4. The LPA shall be responsible for all maintenance and operation of the Project during and after completion so that the federal investment in the Project is preserved. If maintenance is not performed, as appropriate, future federal funds may be withheld for any projects in the jurisdiction of the local agency, or the Commission may seek recovery of federal funds through all available legal actions.

5. The LPA shall follow and abide by any and all federal requirements, specifically, but not limited to, the provisions that no retainage shall be withheld from installment payments to the construction contractor.

6. The LPA agrees that if any act or omission on the part of the LPA causes loss of Federal funding from FHWA or any other source, or any penalty being imposed by the United States of America under the Clean Water Act, 33 U.S.C. § 1251, et seq. or any other provision of law, the LPA will be solely responsible for all additional costs.

7. In compliance with State Law, the LPA shall pay all payments owed to Contractors and Consultants according to the terms of the contract, and in all instances payments shall be made within forty-five (45) days from the day they were due and payable. MDOT reserves the right to withhold reimbursement until adequate proof of payment has been produced by the LPA.

Excepted from this requirement are payments to railroads for any work included in the Project. Payments to railroads, their consultants or contractors, for work included in the Project, may be made by MDOT, at its sole discretion. Payments made by MDOT to railroads, their consultants or contractors shall come from the funds obligated for the Project.

8. The LPA shall be solely responsible for payment of any and all funds required to complete the Project, over and above the available federal funds for the Project.

9. All contracts and subcontracts shall include a provision for compliance with Senate Bill 2988 from the 2008 Session of the Mississippi Legislature entitled "The Mississippi Employment Protection Act," as published in the General Laws of 2008 and codified in the Mississippi Code of 1972, as amended (Sections 71-11-1 and 71-11-3), and any rules or regulations promulgated by the Commission, the Department of Employment Security, the Department of Revenue, the Secretary of State, or the Department of Human Services in accordance with the Mississippi Administrative Procedures Law (Section 25-43-1, et seq., Mississippi Code of 1972, as amended) regarding compliance with the Act. Under this Act, the LPA and every sub-recipient or subcontractor shall register with and participate in

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City of Hernando

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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 Illegal Immigration Reform and Immigration Responsibility Act of 1996, Public Law 104-208., Division C, Section 403(a); 8 USC, Section 1324a.

10. The LPA will be required to acknowledge MDOT and FHWA in all public relations efforts for the Project including press releases, materials for groundbreakings, ribbon cuttings or other public events and any other public information or media resources by notifying the MDOT Public Affairs Division, via telephone at 601-359-7074 or by electronic mail at comments@mdot.ms.gov. At a minimum, the following example sentence should be included:

"This project was funded (partially) by the Mississippi Department of Transportation and the Federal Highway Administration."

When appropriate, an invitation should be extended to MDOT Public Affairs for the Transportation Commissioner, MDOT Executive Director or other designee to speak at any official public ceremony for this Project.

11. The LPA agrees that if the Project is not kept upon a schedule that meets MDOT guidelines, then the funds allocated to the Project may be rescinded. If the Project funds are rescinded, then the LPA may be required to refund any amounts paid unto the LPA by MDOT. The MDOT guidelines are derived from Title 23, United States Code, Section 102(b) and Title 23, Code of Federal Regulations, Part 630.112(c)(2).

12. The LPA will be required to submit to the District LPA Engineer monthly progress reports through the Notice to Proceed for construction, which shall include, but not be limited to, the work that has been completed that month and the planned work for the upcoming month. The LPA will also provide a project progress schedule that will report project milestones and the target date for the LPA's request for Ad Authority. These project milestones are to be updated once any milestones are missed.

13. The LPA agrees to maintain, and make available to Commission, a sufficient accounting system with proper internal controls and safeguards to prevent fraud and overpayments. The accounting system and its controls should at all times maintain adequate recording and reporting of federal funds received by the LPA. If sufficient internal controls over the LPA's federal funding are not maintained, federal funds may be withheld and future transportation projects will not be considered.

14. The LPA agrees that any planning studies prepared or produced, as part of, or in conjunction with, this Project, shall in no way obligate the Commission to any other terms or conditions other than those stated herein.

15. The LPA, being classified as a lower tier participant in federal funding, certifies, by execution of this agreement, that neither it nor those individuals or entities with which it contracts are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

16. The LPA agrees that it will require that engineering plans prepared for the construction of the Project be signed and sealed by the professional engineer responsible

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for preparation of the plans. This requirement applies to the engineer assigned to the Project by a consulting engineering firm under contract to the LPA, or to an engineer that is a full-time, or part-time employee of the LPA. Further, the LPA agrees that it is solely responsible for errors and omissions that occur during Project development or during construction, regardless of any review or oversight activity on the part of MTC/MDOT.

17. The LPA agrees that once construction of the Project has commenced, the LPA is responsible for the Project being completed according to the plans and specifications, addenda or supplemental agreement as amended. The LPA acknowledges and agrees that this responsibility continues after the federal funds provided through MDOT are exhausted.

18. The LPA process is a reimbursement process, and as such if an LPA is found to have requested reimbursement prior to payment made the LPA will be held in violation of the intent of this MOA. If an LPA is found to be in violation then the LPA will be subjected to a higher level of scrutiny in review of their financial documents, and may be required to submit additional documentation. The LPA may be subjected to loss of federal funds if found in violation of the LPA reimbursement process.

B. THE COMMISSION WILL:

1. Allow the LPA to design and construct the proposed transportation improvements provided that the design meets with MTC/MDOT and FHWA approval.

2. Approve permit applications that meet with MDOT standards that are necessary to allow the LPA access to the property of the Commission for the purposes of constructing the proposed transportation improvements. The Commission may enter into an appropriate agreement in its discretion.

3. Work with the LPA, through the District LPA Engineer, during the various phases of the work with the goal of producing a project that will be acceptable to the Commission upon completion.

4. Review all submittals in a timely manner, in accordance with the PDM, to allow the Project to progress in an orderly fashion. The review and oversight conducted by MTC does not relieve the LPA from its full responsibility for the proper design and construction of the Project.

5. During the progress of the Project, assist the LPA in obtaining reimbursements of federal funding for any project cost that is eligible for reimbursement.

6. Submit all documents to the Federal Highway Administration (FHWA) when required or requested by the FHWA.

7. At its discretion, make payments directly to railroad companies, their consultants or contractors for work on railroads included in the Project. The payments made shall come from Project funds obligated for the Project.

ARTICLE II. GENERAL PROVISIONS

A. The Commission shall have the right to audit all accounts associated with the Project, and should there be any overpayment by the Commission to the LPA, the LPA

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agrees to refund any such overpayment within thirty (30) days of written notification. Should the LPA fail to reimburse the Commission, the Commission shall have the right to offset the amount due from any other funds in its possession that are due the LPA on this or any other project, current or future.

B. This Memorandum of Agreement shall be subject to termination at any time upon thirty (30) days written notice by either party. Such notice given by the LPA, shall not, however, cancel any contract made by the LPA that is to further the purpose of this agreement and that is underway at the time of termination. Any construction contract underway shall be allowed to conclude under its own terms. The LPA agrees to bear complete and total, legal and financial responsibility for any such contract. Additionally, funds may be suspended or terminated under the provisions of Section F of this Article.

C. It is understood that this is a Memorandum of Agreement and that more specific requirements for the development and construction of the transportation improvement Project are contained in the Federal Statutes, the Code of Federal Regulations, the Mississippi Code, and the Standard Operating Procedures for MDOT, and other related regulatory authorities. The LPA agrees that it will abide by all such applicable authority.

D. Should the LPA miss the obligation deadline set in this MOU, the Commission reserves the right to refuse to obligate funds for the Project.

E. The Executive Director of MDOT is authorized to withhold federal funds for the Project for failure of the LPA, its consultants, or its contractor to follow the requirements of the Standard Specifications for Road and Bridge Construction, latest edition, or the latest online LPA Project Development Manual.

F. Before federal funds are terminated, the LPA will be notified in writing by the Executive Director of the conditions that make termination of funds imminent. If no effective effort has been made by the LPA, its agents, employees, contractors or subcontractors, to correct the conditions set forth in the Director's notice, within fifteen (15) calendar days after notice is given, the Executive Director may declare the federal funds suspended for the Project and notify the LPA accordingly. The LPA will then have forty-five (45) days in which to correct all conditions of which complaint is made. If all conditions are not corrected within forty-five (45) days, the Executive Director may declare the federal funds for the Project terminated and notify the LPA accordingly. If all conditions are corrected, within the forty-five (45) day period, the LPA will be reimbursed under the terms of this agreement, for all work satisfactorily completed during the forty-five day period.

G. In the event that circumstances call for MDOT to expend staff time and other resources to address issues on the Project, then MDOT time may be charged to the Project. Assessing charges to a project is within the sole discretion of MDOT. Any charges made will impact the amount of funds available to reimburse the LPA, and therefore the LPA's contribution to the Project may increase.

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 City of Hernando

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ARTICLE III. NOTICE & DESIGNATED AGENTS

A. For purposes of implementing this section and all other sections of this Agreement with regard to notice, the following individuals are herewith designated as agents for the respective parties unless otherwise indentured in the addenda hereto:

For Contractual Administrative Matters:

COMMISSION:
 Executive Director
 MDOT
 P.O. Box 1850
 Jackson, MS 39215-1850
 Phone: (601) 359-7002
 Fax: (601) 359-7110

LPA:
 Mayor Chip Johnson
 City of Hernando
 475 West Commerce Street
 Hernando, MS 38632
 Phone: 662-429-9092

For Technical Matters:

COMMISSION:
 District LPA Engineer – District 2
 MDOT
 PO BOX 660
 Batesville, MS 38606
 Phone: (662) 563-4541
 Fax: (662) 563-0138

LPA:
 Austin Cardosi
 City of Hernando
 475 West Commerce Street
 Hernando, MS 38632
 Phone: 662-429-9092

B. All notices given hereunder shall be by U.S. Certified Mail, return receipt requested, or by facsimile and shall be effective only upon receipt by the addressee at the above addresses or telephone numbers.

ARTICLE IV. RELATIONSHIP OF THE PARTIES

A. The relationship of the LPA to the Commission is that of an independent contractor, and said LPA, 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 Commission by reason hereof. The LPA 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 Commission, 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.

B. The Commission executes all directives and orders through the MDOT. The LPA executes all directives and orders pursuant to applicable law, policies, procedures and regulations. All notices, communications, and correspondence between the Commission and the LPA shall be directed to the designated agent shown above in Article III.

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ARTICLE V. RESPONSIBILITIES FOR CLAIMS AND LIABILITY

To the extent permitted by law, the Commission and the LPA agree that neither party nor their agents, employees, contractors or subcontractors, will be held liable for any claim, loss, damage, cost, charge or expenditure arising out of any negligent act, actions, neglect or omission caused solely by the other party, its agents, employees, contractors or subcontractors.

ARTICLE VI. MISCELLANEOUS

No modification of this Memorandum of Agreement shall be binding unless such modification shall be in writing and signed by all parties. If any provision of this Memorandum of Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Memorandum of Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

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McIngvale Road Overlay
City of Hernando

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ARTICLE VII. AUTHORITY TO CONTRACT

Both parties hereto represent that they have authority to enter into this Memorandum of Agreement.

This Agreement may be executed in one or more counterparts (facsimile transmission, email or otherwise), each of which shall be an original Agreement, and all of which shall together constitute but one Agreement.

So agreed this the _____ day of _____, 20__.

City of Hernando

Mayor Chip Johnson

Attested:

(Appropriate clerk etc.)

So agreed this the _____ day of _____, 20__.

MISSISSIPPI TRANSPORTATION COMMISSION
By and through the duly authorized
Executive Director

Bradley R. White
Executive Director
Mississippi Department of Transportation

Book _____, Page _____.

20230718-17**APPROVAL TO ACCEPT THE AGREEMENT BETWEEN THE CITY AND DESOTO COUNTY SCHOOLS FOR AN ADDITIONAL SRO OFFICER AND FOR THE MAYOR TO SIGN.**

Motion was duly made by Alderman Robinson seconded by Alderwoman Lynch approval to accept the agreement between the city and DeSoto County Schools for an additional SRO officer and for the Mayor to sign.

A vote was taken with the following results:

Those voting "Aye": Alderman Robinson, Alderman Wicker, Alderwoman Ross, Alderman Piper, Alderman Harris, Alderwoman Lynch, and Alderman Miller.

Those voting "Nay": None

Absent: None

ORDERED AND DONE this the 18th day of July, 2023.

20230718-18**REQUEST THE USE OF FUNDS FROM THE TREE MITIGATION ACCOUNT TO USE FOR LANDSCAPING AT ADDIE BALDWIN PARK.**

Motion was duly made by Alderman Wicker seconded by Alderman Robinson approval for the use of funds from the Tree Mitigation account to use for landscaping at Addie Baldwin Park.

A vote was taken with the following results:

Those voting "Aye": Alderman Miller, Alderman Robinson, Alderman Wicker, Alderwoman Ross, Alderman Piper, Alderman Harris, and Alderwoman Lynch.

Those voting "Nay": None

Absent: None

ORDERED AND DONE this the 18th day of July, 2023.

20230718-19**REPRESENTATIVE OF FIRST REGIONAL LIBRARY TO REQUEST FLAT FUNDING FOR FY 2024**

Lori Barnes with the First Regional Library requested flat funding for the FY24 budget year. Alderman Miller stated he hopes all budget requests will be flat funding requests.

No action taken.

20230718-20**DAN LEHMAN FORM DESOTO FAMILY THEATRE TO REQUEST FUNDING FOR FY2024**

No action taken.

20230718-21**DISCUSSION OF TEMPORARILY CLOSING OAK GROVE RD BETWEEN HWY 51 AND ROBERTSON GIN FOR PAVING BY DESOTO COUNTY**

Motion was duly made by Alderman Harris seconded by Alderman Robinson approval for temporarily closing Oak Grove Rd between Hwy 51 and Robertson Gin for paving by Desoto County and that the County give notice and place signs.

A vote was taken with the following results:

Those voting "Aye": Alderwoman Lynch, Alderman Miller, Alderman Robinson, Alderman Wicker, Alderwoman Ross, Alderman Piper, and Alderman Harris.

Those voting "Nay": None

Absent: None

ORDERED AND DONE this the 18th day of July, 2023.

20230718-22

**APPROVAL OF CHANGE ORDER OF \$10,290.56 FOR THE ANIMAL SHELTER
PRESENTED BY AERC. (TO BE PAID WITH DONATIONS).**

Motion was duly made by Alderwoman Ross seconded by Alderman Robinson approval or change order of \$10,290.56 for the Animal Shelter to be paid with donations.

A vote was taken with the following results:

Those voting "Aye": Alderman Harris, Alderwoman Lynch, Alderman Miller, Alderman Robinson, Alderman Wicker, Alderwoman Ross, and Alderman Piper.

Those voting "Nay": None

Absent: None

ORDERED AND DONE this the 18th day of July, 2023.

AIA Document G701® – 2017

Change Order

PROJECT: (Name and address) AERC Project No. 18127 Hernando Animal Shelter 1203 Nesbit Drive Nesbit, MS 38651	CONTRACT INFORMATION: Contract For: New Facility for Hernando Animal Shelter Date: 03/21/2022	CHANGE ORDER INFORMATION: Change Order Number: 003 Date: 07/14/2023
--	---	--

OWNER: (Name and address) City of Hernando 475 West Commerce Street Hernando, MS 38632	ARCHITECT: (Name and address) AERC, PLLC 342 West Valley Street Hernando, MS 38632	CONTRACTOR: (Name and address) Cerberus Investment Company, Inc. 2805 Railroad Avenue Hernando, MS 38632
--	--	--

THE CONTRACT IS CHANGED AS FOLLOWS:
(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

Landscaping - \$6,843.68
Sign Brickwork - \$3,380.00
10 fobs to unlock doors - \$66.88
- Total: \$10,290.56

The original Contract Sum was	\$ 855,563.00
The net change by previously authorized Change Orders	\$ 62,008.35
The Contract Sum prior to this Change Order was	\$ 917,571.35
The Contract Sum will be increased by this Change Order in the amount of	\$ 10,290.56
The new Contract Sum including this Change Order will be	\$ 927,861.91

The Contract Time will be unchanged by zero (0) days.
The new date of Substantial Completion will be January 13, 2023

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

AERC, PLLC ARCHITECT (Firm name)  SIGNATURE Doug W. Thornton, President, AIA PRINTED NAME AND TITLE DATE 7.17.2023	Cerberus Investment Company, Inc. CONTRACTOR (Firm name)  SIGNATURE T. Brian Hall, President PRINTED NAME AND TITLE DATE 7/17/23	City of Hernando OWNER (Firm name)  SIGNATURE Chip Johnson, Mayor PRINTED NAME AND TITLE DATE
--	---	---

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CHANGE ORDER

Distribution:

OWNER	<input checked="" type="checkbox"/>	FIELD	<input type="checkbox"/>
ARCHITECT	<input checked="" type="checkbox"/>	OTHER	<input type="checkbox"/>
CONTRACTOR	<input checked="" type="checkbox"/>		

Project:

Hernando Animal Shelter
 1203 Nesbit Drive
 Nesbit, MS 38651

Change order number: 7

Date: 7/11/23

Architect's project no.:

Contractor:

Cerberus Investment Co., Inc.
 2805 Railroad Ave
 Hernando, MS 38632

Contract date:

Contractor's JobId: 21014

Contract for:

The contract is changed as follows:

6843.68 Landscaping, Brick work for the sign \$3380, \$66.88 for 10 fobs to unlock the doors Jessica wanted.

The original Contract Sum was	\$	855,563.00
Net changes by previously authorized Change Orders	\$	62,008.35
The Contract Sum prior to this Change Order was	\$	917,571.35
The Contract Sum will be <u>increased</u> by this Change Order in the amount of	\$	10,290.56
The new Contract Sum including this Change Order will be	\$	927,861.91
The Contract Time will be <u>unchanged</u> by <u>0</u> days.		
The date of Substantial Completion as of the date of this Change Order therefore is <u>7/11/23</u>		

Not valid until signed by the Architect, Contractor and Owner.

Contractor

Cerberus Investment Co., Inc.
 2805 Railroad Ave
 Hernando, MS 38632

662/469-961

By:  President

Date: 7/17/23

Owner

City of Hernando
 475 West Commerce Street
 Hernando, MS 38632

By: _____

Date: _____

20230718-23

APPROVAL TO ACCEPT THE MDEQ AGREEMENT NO. 159-2-5.15 FOR “JAYBIRD ROAD DEPARTMENT OF HEALTH REQUIRED WATER PLANT IMPROVEMENT” ARPA PROJECT

Motion was duly made by Alderman Miller seconded by Alderman Piper approval to accept the MDEQ agreement No. 159-2-5.15 for “Jaybird Road Department of Health Required Water Plant Improvement” ARPA project.

A vote was taken with the following results:

Those voting “Aye”: Alderman Piper, Alderman Harris, Alderwoman Lynch, Alderman Miller, Alderman Robinson, Alderman Wicker, and Alderwoman Ross.

Those voting “Nay”: None

Absent: None

ORDERED AND DONE this the 18th day of July, 2023.

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

**STATE OF MISSISSIPPI MDEQ AGREEMENT NO. 159-2-DW-5.15
COUNTY OF HINDS**

SUBAWARD AGREEMENT

This document is a Subaward Agreement (this “Agreement”) between the Mississippi Department of Environmental Quality (“MDEQ”), a Pass-through entity as defined in 2 C.F.R. § 200.1, and City of Hernando, UEI Number: GU1EP4L8ZEQ6 (“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 “Jaybird Road Department of Health Required Water Plant Improvement” (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 \$1,327,086.00, with said amount broken down as follows:

- i. MCWI Grant Funds shall not exceed \$663,543.00;
- 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 \$663,543.00;
- iii. Any LFRF transferred to SUBRECIPIENT from a county or municipality ("Transferred LFRF") shall not exceed \$0.00;
- iv. Any other funds that SUBRECIPIENT obligates(ed) to the project that are not eligible for MCWI match ("Other Funds") shall not exceed \$0.00.

B. Professional fees that will be reimbursed with MCWI Grant Funds shall not exceed \$53,083.44. This amount is included in, and is not in addition to, the maximum MCWI Grant Funds specified in Article 7.A.i, above and Article 7.C., below.

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

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

C. Consideration. As consideration for the performance of the tasks included in this Agreement, MDEQ agrees to reimburse SUBRECIPIENT an amount not to exceed Six Hundred

Sixty-Three Thousand Five Hundred Forty-Three Dollars and Zero Cents (\$663,543.00) (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:

REPORTING PERIOD	DEADLINE
October – December	January – March
April – June	July – September
January 15	April 15
July 15	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 Chip Johnson 475 W Commerce Street Hernando, MS 38632
Phone: (662) 429-9092
E-mail: mayor@cityofhernando.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

Date

CITY OF HERNANDO

Mayor Chip Johnson
Signature of Authorized Representative

Chip Johnson
Printed Name

Title

Date

ATTACHMENT A

PROJECT NAME, SCOPE OF WORK AND PROJECT TIMELINE AND REQUIREMENTS

PROJECT NAME

Jaybird Road Department of Health Required Water Plant Improvement 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 installation of a new ground storage tank, a new aerator, a new service pump, additional piping at the plant, additional chemical equipment, upgraded electrical controls, improvements to the control house, and associated appurtenances at the Jaybird Road Water Treatment Plant.

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

PROJECT TIMELINE AND REQUIREMENTS

(1) SUBRECIPIENT agrees to the following schedule.

a. Within 10 days of execution of this Agreement, SUBRECIPIENT’s Authorized Representative, or his/her designee shall watch the video on the MDEQ <https://www.mswaterinfrastructure.com> web-page entitled “American Rescue Plan Act State & Local Fiscal Recovery Funds, Procurement Overview.” The web-page will track compliance with this requirement;

b. 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. No later than 60 days after execution of each construction contract, but no later than 45 days after advertisement for construction bids on each construction contract, receive bids;

d. No later than 60 days after receipt of bids on each construction contract, execute construction contract;

e. 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);

f. No later than 60 days after execution of each construction contract, execute and submit a copy of the notice to proceed;

g. No later than 5 business days after the estimated completion of 25% of construction, submit a notice to MDEQ of such milestone;

h. No later than 5 business days after the estimated completion of 50% of construction, submit a notice to MDEQ of such milestone;

i. No later than 5 business days after the estimated completion of 75% of construction, submit a notice to MDEQ of such milestone;

j. No later than 5 business days after completion of each construction contract, notify MDEQ of construction completion;

k. 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;

l. 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.

20230718-24

APPROVAL TO ACCEPT THE MDEQ AGREEMENT NO. 585-2-5.15 FOR "EAST PARKWAY WATER PLANT UPGRADES" ARPA PROJECT

Motion was duly made by Alderman Piper seconded by Alderwoman Ross approval to accept the MDEQ agreement No. 585-2-5.15 for "East Parkway Water Plant Upgrades" ARPA project.

A vote was taken with the following results:

Those voting "Aye": Alderwoman Ross, Alderman Piper, Alderman Harris, Alderwoman Lynch, Alderman Miller, Alderman Robinson, and Alderman Wicker.

Those voting "Nay": None

Absent: None

ORDERED AND DONE this the 18th day of July, 2023.

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

STATE OF MISSISSIPPI MDEQ AGREEMENT NO. 585-2-DW-5.15
COUNTY OF HINDS

SUBAWARD AGREEMENT

This document is a Subaward Agreement (this "Agreement") between the Mississippi Department of Environmental Quality ("MDEQ"), a Pass-through entity as defined in 2 C.F.R. § 200.1, and City of Hernando, UEI Number: GU1EP4L8ZEQ6 ("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 “East Parkway Water Plant Upgrades” (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 \$483,378.00, with said amount broken down as follows:

- i. MCWI Grant Funds shall not exceed \$241,689.00;

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 \$241,689.00;

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

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

B. Professional fees that will be reimbursed with MCWI Grant Funds shall not exceed \$19,335.12. This amount is included in, and is not in addition to, the maximum MCWI Grant Funds specified in Article 7.A.i, above and Article 7.C., below.

SUBRECIPIENT understands and acknowledges that the amount of professional fees, as defined in the MCWI Regulations, Rule 1.1 E. (18), that may be matched with MCWI Grant Funds is limited to no more than 4% of the total amount of costs actually incurred on the Project, which in no case may be more than the total Project cost set forth in Article 7.A., above.

C. Consideration. As consideration for the performance of the tasks included in this Agreement, MDEQ agrees to reimburse SUBRECIPIENT an amount not to exceed Two Hundred Forty-One Thousand Six Hundred Eighty-Nine Dollars and Zero Cents (\$241,689.00) (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:

REPORTING PERIOD	DEADLINE
October – December	January – March
April – June	July – September
January 15	April 15
July 15	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 Chip Johnson
475 W. Commerce Street Hernando, MS 38632
Phone: (662) 429-9092
E-mail: mayor@cityofhernando.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

Date

CITY OF HERNANDO

Mayor Chip Johnson
Signature of Authorized Representative

Chip Johnson
Printed Name

Title

Date

ATTACHMENT A

PROJECT NAME, SCOPE OF WORK AND PROJECT TIMELINE AND REQUIREMENTS

PROJECT NAME
East Parkway Water Plant Upgrades 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 installation of a new aerator and support tower, additional chemical equipment, water and chemical supply lines, electrical system improvements, improvements to the water plant building, and associated appurtenances at the East Parkway Water Plant.

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

PROJECT TIMELINE AND REQUIREMENTS

- (1) SUBRECIPIENT agrees to the following schedule.
 - a. Within 10 days of execution of this Agreement, SUBRECIPIENT's Authorized Representative, or his/her designee shall watch the video on the MDEQ <https://www.mswaterinfrastructure.com> web-page entitled "American Rescue Plan Act State & Local Fiscal Recovery Funds, Procurement Overview." The web-page will track compliance with this requirement;
 - b. 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, advertise each construction contract for bids, if not already advertised;
 - d. 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.

20230718-25

UTILITY ADJUSTMENTS

Motion was duly made by Alderman Miller and seconded by Alderman Robinson approval for Utility Adjustments as presented.

A vote was taken with the following results:

Those voting "Aye": Alderman Wicker, Alderwoman Ross, Alderman Piper, Alderman Harris, Alderwoman Lynch, Alderman Miller, and Alderman Robinson.

Those voting "Nay": None

Absent: None

ORDERED AND DONE this the 18th day of July, 2023.

Utility Bill Adjustment Docket

The address listed below experienced a leak and did not receive the benefit of receiving water service.

House #	Street	Adjusted Amount	Reason for Leak Adjustment
1	1926 Robertson Rd	(214.08)	Irrigation valve leaking and repaired

WATER LEAK REPAIR VERIFICATION
 City of Hernando Water and Sewer Department
 475 West Commerce Street Hernando, MS 38632
 662-429-9092

Customer Information (please print)

Name as it appears on bill Braxton & Kortney Purvis
 Service address 1926 Robertson Rd 38632
 Daytime phone number () 901-619-7843

Do you rent the property at this address? If yes, the property owner or manager must complete the remainder of this form.

REPAIR INFORMATION (please print)

Property owner or managers name Kortney Date of repair 6-28-23
 Daytime phone number () 901-619-7843

Type of repair and location of property Irrigation valve leaking - had a friend who does irrigation come & fix it
 Documentation and property owner's or manager's signature _____

Attach plumbing bill or receipts for repair parts. Sorry, no adjustments will be considered without this/these document(s).

By signing below, I certify that the information providing regarding this repair is correct. I understand that providing fraudulent information with the intent of lowering a utility bill may be punishable by applicable law.

I hereby grant permission to the City of Hernando Water and Sewer Department personnel to come onto my property to verify the repair of an outdoor leak.

I certify that I am the owner or rental property manager of the property located at this service address

Signature [Signature]
 For Office use only _____

Account Number 03-0135602 Billing period ending 6/30/23

High month usage 30 minus 6 month average 6 = Amount of Adjustment 24

Credit \$ 214.08

APPENDIX (1)

Approved 7-6-23
[Signature]

Account Information

General Service Descs: Bank-Overdraw

Account Name: 2023-07-18-00000000000000000000

Account Number: 00000000000000000000

Account Type: 00000000000000000000

Account Status: 00000000000000000000

Account Balance: 0.00

Account History

Date	Code	Description	Amount	Balance
07/18/2023	10	30	61	30
06/30/2023	10	26	23	9
05/31/2023	10	17	34	7
04/30/2023	10	13	17	4
03/31/2023	10	5	13	8
02/28/2023	10	5	5	5
01/31/2023	10	10	91	7
12/31/2022	10	904	91	57.8
11/30/2022	10	904	91	57.8
10/31/2022	10	904	91	57.8

Handwritten: GND

Account Information

General Service Descs: Bank-Overdraw

Account Name: 2023-07-18-00000000000000000000

Account Number: 00000000000000000000

Account Type: 00000000000000000000

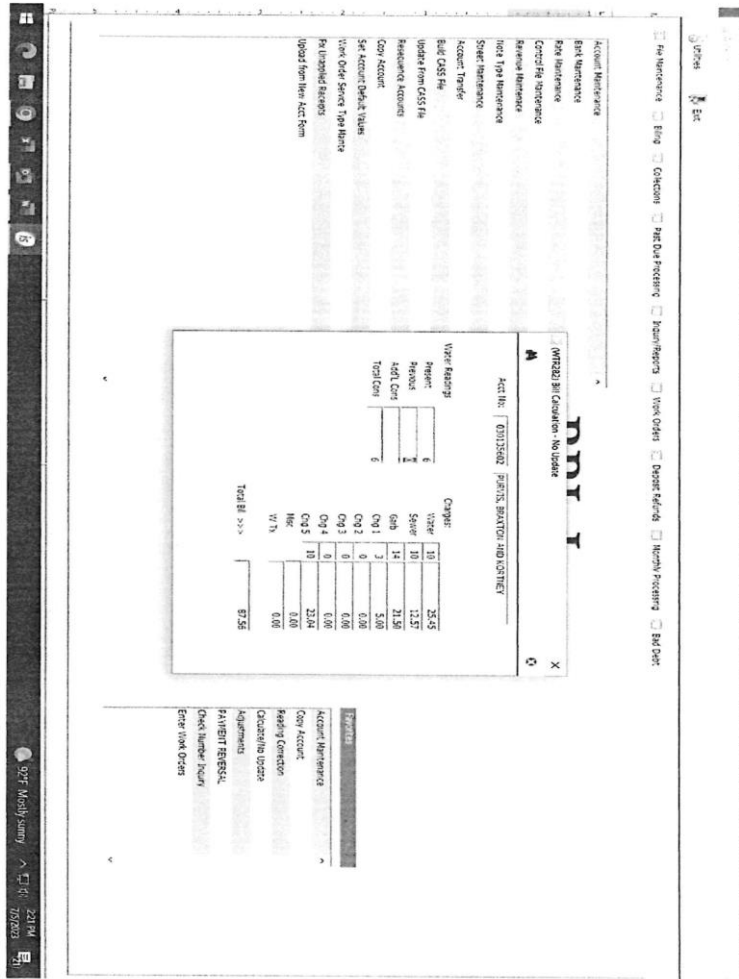
Account Status: 00000000000000000000

Account Balance: 0.00

Account History

Date	Code	Description	Amount	Balance
07/18/2023	10	30	61	30
06/30/2023	10	26	23	9
05/31/2023	10	17	34	7
04/30/2023	10	13	17	4
03/31/2023	10	5	13	8
02/28/2023	10	5	5	5
01/31/2023	10	10	91	7
12/31/2022	10	904	91	57.8
11/30/2022	10	904	91	57.8
10/31/2022	10	904	91	57.8

Handwritten: WFR \$84
SNR \$71.92
DRAFT \$214.08



20200718-26

CLOSED DETERMINATION TO GO INTO EXECUTIVE SESSION

Motion was duly made by Alderman Piper and seconded by Alderwoman Ross to go into closed determination for Executive Session.

A vote was taken with the following results:

Those voting "Aye": Alderman Piper, Alderman Harris, Alderwoman Lynch, Alderman Miller, Alderman Robinson, Alderman Wicker, and Alderwoman Ross.

Those voting "Nay": None.

Absent: None

ORDERED AND DONE this the 18th day of July, 2023

COME OUT OF CLOSED DETERMINATION FOR EXECUTIVE SESSION

Motion was duly made by Alderman Miller and seconded by Alderman Piper to come out of closed determination for Executive Session.

A vote was taken with the following results:

Those voting "Aye": Alderwoman Ross, Alderman Piper, Alderman Harris, Alderwoman Lynch, Alderman Miller, Alderman Robinson, and Alderman Wicker.

Those voting "Nay": None.

Absent: None

ORDERED AND DONE this the 18th day of July, 2023

GO INTO EXECUTIVE SESSION

Motion was duly made by Alderman Piper and seconded by Alderwoman Ross to go into Executive Session regarding prospective litigation and administrative personnel matters.

A vote was taken with the following results:

Those voting "Aye": Alderman Wicker, Alderwoman Ross, Alderman Piper, Alderman Harris, Alderwoman Lynch, Alderman Miller, and Alderman Robinson.

Those voting "Nay": None.

Absent: None

ORDERED AND DONE this the 18th day of July, 2023

COME OUT OF EXECUTIVE SESSION

Motion was duly made by Alderman Wicker and seconded by Alderman Robinson to come out of Executive Session.

A vote was taken with the following results:

Those voting "Aye": Alderman Miller, Alderman Robinson, Alderman Wicker, Alderwoman Ross, Alderman Piper, Alderman Harris, and Alderwoman Lynch.

Those voting "Nay":

Absent: None

ORDERED AND DONE this the 18th day of July, 2023

**APPROVAL TO SIGN ENGAGEMENT LETTER HIRING OXFORD ATTORNEY
POPE MALLETTE**

Motion was duly made by Alderman Robinson and seconded by Alderman Wicker approval to sign engagement letter hiring Oxford Attorney Pope Mallette. The City Clerk is authorized to arrange payment of fees and expenses associated with this engagement on a pro rate basis as determined by the level of participation by similarly situated governing authorities and as approved by the City Attorney.

A vote was taken with the following results:

Those voting "Aye": Alderwoman Lynch, Alderman Miller, Alderman Robinson, Alderman Wicker, Alderwoman Ross, Alderman Piper, and Alderman Harris.

Those voting "Nay": None.

Absent: None

ORDERED AND DONE this the 18th day of July, 2023.

MAYO MALLETTE PLLC

July 17, 2023

Page 1

POPE S. MALLETTE
pmallette@mayomallette.com
Direct: (662) 513-4898

Via Electronic Mail

July 17, 2023

Bryan E. Dye, Esq.
City Attorney
City of Olive Branch
9200 Pigeon Roost Road
Olive Branch, MS 38654
bdye@obms.us

Re: Desoto County, Mississippi Municipalities

Dear Bryan:

This letter confirms that you have requested this firm to provide an engagement letter, so that several municipalities in DeSoto County, Mississippi, as well as the County itself (collectively "the entities"), may consider joint engagement of our firm to represent those entities in a potential action to ensure appropriate tax collection services are provided, pursuant to agreements (or a single agreement, if approved by the Attorney General) between or among those several municipalities and Desoto County. If approved, fees incurred pursuant to this engagement letter would be payable pro rata in accordance with a separate agreement among the participating entities which ultimately decide to retain this firm's services.

We appreciate this opportunity to represent the entities which decide to retain the firm. We will charge the following rates for legal services which might be needed as part of the representation:

Pope S. Mallette	\$300.00 per hour
Paul B. Watkins, Jr.	\$280.00 per hour

Any other timekeeper will charge at a lower hourly rate than those stated above.

We will also charge for out-of-pocket expenses, including items such as photocopies, travel, and filing fees. We will submit monthly statements for services rendered and expenses incurred and expect prompt payment after submission of those statements. We understand that payment may be made through one or more of the entities and then to this firm, or may be paid on the pro rata basis as referenced above, by each entity directly to this firm.

MAYO MALLETTE PLLC

July 14, 2023

Page 2

Either the entity(ies) or this firm may terminate the attorney-client relationship that is established by the respective municipalities' decision to retain this firm, at any time, provided that each entity will remain responsible for satisfying its portion of the outstanding invoice(s), and all fees and expenses incurred but not yet billed up until the time of termination.

Unless otherwise requested by any of the entities, we will use email addresses provided by you or the attorneys for the other participating entities to exchange unencrypted email containing privileged and confidential communications. All our communications, between or among the entities participating in this engagement, will be confidential based on the common interest in the legal issues and potential litigation which are the subject of this firm's engagement.

If these terms are acceptable, please indicate by signing and returning a copy of this letter. Your signature will indicate that the entity you represent has approved of the terms included in this letter.

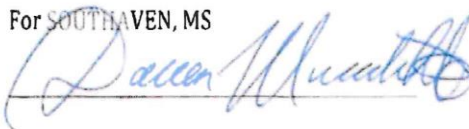
Again, we appreciate the opportunity to provide legal services to the participating entities.

Sincerely,

MAYO MALLETTE PLLC

Pope S. Mallette
PSM/lt

For SOUTHAVEN, MS



7-20-23
DATE

For HERNANDO, MS

DATE

MAYO MALLETTE PLLC

July 18, 2023
Page 2

Either the entity(ies) or this firm may terminate the attorney-client relationship that is established by the respective municipalities' decision to retain this firm, at any time, provided that each entity will remain responsible for satisfying its portion of the outstanding invoice(s), and all fees and expenses incurred but not yet billed up until the time of termination.

Unless otherwise requested by any of the entities, we will use email addresses provided by you or the attorneys for the other participating entities to exchange unencrypted email containing privileged and confidential communications. All our communications, between or among the entities participating in this engagement, will be confidential based on the common interest in the legal issues and potential litigation which are the subject of this firm's engagement.

If these terms are acceptable, please indicate by signing and returning a copy of this letter. Your signature will indicate that the entity you represent has approved of the terms included in this letter.

Again, we appreciate the opportunity to provide legal services to the participating entities.

Sincerely,

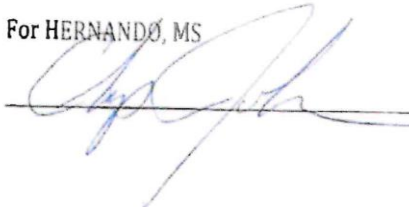
MAYO MALLETTE PLLC

Pope S. Mallette
PSM/lt

For SOUTHAVEN, MS

DATE

For HERNANDO, MS



7/18/23
DATE

MAYO MALLETTTE PLLC

July 18, 2023
Page 3

For OLIVE BRANCH, MS

DATE

For HORN LAKE, MS

Mayo Mallette

July 18, 2023

DATE

For WALLS, MS

DATE

For DESOTO COUNTY, MS

DATE

MAYO MALLETTE PLLC

July 18, 2023
Page 3

For OLIVE BRANCH, MS

DATE

For HORN LAKE, MS

DATE

For WALLS, MS

DATE

For DESOTO COUNTY, MS

R. Dawson

7/20/23
DATE

20230718-27

ADJOURN

There being no further business at this time a motion was duly made by Alderman Robinson, seconded by Alderwoman Lynch to adjourn.

Motion passed with a unanimous vote of "Aye."

RESOLVED AND DONE this the 18th day of July, 2023

MAYOR, CHIP JOHNSON

ATTEST:

PAM PYLE, CITY CLERK

CITY OF HERNANDO
DOCKET OF PAID CLAIMS DATE: 07/18/2023 PAGE: 1

DOCKET		*-----INVOICE-----*				
NUMBER	*-----	VENDOR	-----*	NUMBER	DATE	AMOUNT
56561	4000	ACCOUNTS PAYABLE CLEARING		06302023	06/30/2023	8,240.00
	400-000-122	METER DEPOSITS HELD		METER DEPOSITS HELD		8,240.00
56562	4000	ACCOUNTS PAYABLE CLEARING		07052023	07/06/2023	219,594.75
	001-000-135	DUE TO A/P CLEARING		DUE TO A/P CLEARING FUND		219,594.75
56563	37115	AMAZON CAPITAL SERVICES		7723	07/07/2023	1,075.05
	400-200-560	REPAIRS & MAINT-SHOP		REPLACE CK 82045		61.70
	400-650-635	WATER TANK & WELL MA		REPLACE CK 82045		46.96
	400-200-560	REPAIRS & MAINT-SHOP		REPLACE CK 82045		44.56
	001-100-570	MOTOR VEHICLE REP. &		REPLACE CK 82045		165.80
	105-500-580	TENNIS SUPPLIES		REPLACE CK 82045		27.94
	001-040-500	OFFICE SUPPLIES		REPLACE CK 82045		11.99
	001-040-500	OFFICE SUPPLIES		REPLACE CK 82045		5.69
	400-650-500	OFFICE SUPPLIES		REPLACE CK 82045		15.69
	105-500-580	TENNIS SUPPLIES		REPLACE CK 82045		75.98
	001-100-570	MOTOR VEHICLE REP. &		REPLACE CK 82045		123.14
	001-090-500	OFFICE SUPPLIES		REPLACE CK 82045		319.05
	001-090-535	UNIFORMS		REPLACE CK 82045		66.18
	105-500-500	OFFICE SUPPLIES		REPLACE CK 82045		32.50
	001-040-550	MISCELLANEOUS		REPLACE CK 82045		39.99
	001-040-550	MISCELLANEOUS		REPLACE CK 82045		37.88
56564	35391	ARGO ENTERTAINMENT, LLC		20230707HDO	07/10/2023	18,000.00
	108-402-653	FIREWORKS		4TH JULY FIREWORKS		18,000.00
56565	36766	BARKLEY, JARED		7323	07/03/2023	107.30
	105-500-610	TRAVEL, PER DIEM, TR		MML CONFERNECE 2023		107.30
56566	31320	BIGHAM, HOLLY		7523	07/05/2023	1,750.00
	105-500-680	TENNIS OTHER SERV/CH		TENNIS INSTRUCTOR SUMMER		1,750.00
56567	37133	BRIDGEWATER, Alex		63023	06/30/2023	160.00
	001-160-610	TRAVEL, PER DIEM, TR		FIRE INVESTIGATOR MSFA		160.00
56568	31798	DESMOND, JASON		63023	06/30/2023	160.00
	001-160-610	TRAVEL, PER DIEM, TR		FIRE OFFICER TRAINING		160.00
56569	6350	DESOTO COUNTY COOPERATIVE		245868	06/15/2023	50.90
	400-220-500	SUPPLIES		SPRAYER VIPER		50.90
56570	37361	ESPITIA, EDWARD		7623	07/06/2023	693.59
	001-040-610	MYR/ADMIN TRAVEL, PR		MML CONFERENCE		693.59
56571	30868	GATES, JULIE		7523	07/05/2023	693.74
	001-040-610	MYR/ADMIN TRAVEL, PR		MML SUMMER CONFERENCE 202		693.74
56572	30955	GEN OBLIG BOND FUND		06302023	06/30/2023	23,294.08
	400-000-060	DUE TO/FROM GOBF		DUE TO/FROM GOBF		23,294.08
56573	30849	GENERAL FUND		06302023	06/30/2023	1,386.38

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DOCKET NUMBER	*-----*	VENDOR	*-----*	*-----INVOICE-----*	NUMBER	DATE	AMOUNT
		105-000-050	DUE TO GENERAL FUND		DUE TO GENERAL FUND		1,386.38
56574	30596	HARRIS, TONY			63023	06/30/2023	160.00
	001-160-610	TRAVEL, PER DIEM, TR			MSFA		160.00
56575	36433	JOHNSON, WILLIS W. III			7523	07/05/2023	747.60
	001-040-610	MYR/ADMIN TRAVEL, PR			MML CONFERENCE		747.60
56576	32864	LYNCH, NATALIE			7623	07/06/2023	315.35
	001-040-611	BOARD TRAVEL, PER DI			MML CONFERENCE		315.35
56577	32453	MATHENY, GIA			7523	07/05/2023	742.87
	001-040-610	MYR/ADMIN TRAVEL, PR			MML SUMMER CONFERENCE		742.87
56578	37403	MCCALEB, NICK			63023	06/30/2023	560.00
	001-160-610	TRAVEL, PER DIEM, TR			28 NIGHTS FIRE FIGHTER BA		560.00
56579	32556	MCCORMICK, JOSHUA			63023	06/30/2023	80.00
	001-160-610	TRAVEL, PER DIEM, TR			ROPE I MFSA		80.00
56580	36314	MILLER, ANDREW			7523	07/05/2023	641.19
	001-040-611	BOARD TRAVEL, PER DI			MML CONFERENCE		641.19
56581	36616	NORTHTRIP, DEVIN			63023	06/30/2023	80.00
	001-160-610	TRAVEL, PER DIEM, TR			ROPE I MFSA		80.00
56582	30436	PARK FUND			06302023	06/30/2023	42,125.00
	001-040-900	TRANSFER TO PARK			TRANSFER TO PARK		42,125.00
56583	7950	PAYROLL ACCOUNT			07052023	07/05/2023	372,052.00
	001-000-136	DUE TO PAYROLL CLEAR			DUE TO PAYROLL CLEARING		372,052.00
56584	31017	PERRY, CASSI			7523	07/05/2023	645.19
	001-135-610	TRAVEL			MML CONFERENCE		645.19
56585	36438	PIPER, BEN			7523	07/05/2023	693.74
	001-040-611	BOARD TRAVEL, PER DI			MML CONFERENCE		693.74
56586	36451	PYLE, PAMELA			7523	07/05/2023	230.00
	001-040-610	MYR/ADMIN TRAVEL, PR			MML CONFERENCE		230.00
56587	32768	ROSS, BETH			7523	07/05/2023	734.50
	001-040-611	BOARD TRAVEL, PER DI			MML CONFERENCE		734.50
56588	36535	WAGGENER, JONATHAN			63023	06/30/2023	199.32
	001-160-610	TRAVEL, PER DIEM, TR			ROPE I FIRE SRVC INSTRUCT		199.32
56589	33741	WICKER, CHAD			7523	07/05/2023	763.32
	001-040-611	BOARD TRAVEL, PER DI			MML CONFERENCE		763.32
TOTAL >>>							695,975.87

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				400-000-000 31,753.89
				001-000-000 642,841.88
				105-000-000 3,380.10
				108-000-000 18,000.00

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DOCKET			*-----INVOICE-----*			
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56590	32316	3T TREE SERVICE		112347	06/19/2023	4,500.00
	001-201-600	OTHER SERVICES		HAUL OFF ROOTBALL CITY RI		4,500.00
56591	36664	901 ATTORNEYS, LLC		70	06/12/2023	500.00
	001-135-601	LEGAL EXPENSES		DARIUS THOMAS		500.00
56592	30964	A to Z ADVERTISING, INC.		66416	06/08/2023	52.98
	001-090-535	UNIFORMS		GRAPHITE LARGE JACKET		52.98
56593	30964	A to Z ADVERTISING, INC.		66470	06/26/2023	110.94
	001-100-535	UNIFORMS/PROTECTIVE		TACTICAL POLO		110.94
56594	33588	ADCOX, DONALD II		1027	07/10/2023	11,850.00
	001-160-710	BUILDING IMPROVEMENT		FIRE STATION 1 DEMO CEILI		11,850.00
56595	37367	ADDISON TREE CARE, LLC		1585	06/20/2023	4,950.00
	400-222-600	OTHER SERVICES		11 LOADS BRUSH TO DUMP		4,950.00
56596	37367	ADDISON TREE CARE, LLC		1586	06/20/2023	4,950.00
	400-222-600	OTHER SERVICES		11 LOADS BRUSH TO DUMP		4,950.00
56597	37367	ADDISON TREE CARE, LLC		1587	06/20/2023	4,950.00
	400-222-600	OTHER SERVICES		11 LOADS TO DUMP		4,950.00
56598	37367	ADDISON TREE CARE, LLC		1588	06/16/2023	900.00
	400-222-600	OTHER SERVICES		2 LOADS BRUSH		900.00
56599	37367	ADDISON TREE CARE, LLC		1589	06/20/2023	1,800.00
	400-222-600	OTHER SERVICES		4 LOADS BRUSH		1,800.00
56600	37367	ADDISON TREE CARE, LLC		1613	06/28/2023	2,700.00
	400-222-600	OTHER SERVICES		6 LOADS BRUSH		2,700.00
56601	37367	ADDISON TREE CARE, LLC		1614	06/19/2023	3,600.00
	400-222-600	OTHER SERVICES		8 LOADS BRUSH TO DUMP		3,600.00
56602	37367	ADDISON TREE CARE, LLC		1615	06/20/2023	900.00
	400-222-600	OTHER SERVICES		2 LOADS BRUSH		900.00
56603	37367	ADDISON TREE CARE, LLC		1616	06/20/2023	1,800.00
	400-222-600	OTHER SERVICES		4 LOADS BRUSH		1,800.00
56604	37367	ADDISON TREE CARE, LLC		1617	06/21/2023	3,150.00
	400-222-600	OTHER SERVICES		7 LOADS BRUSH		3,150.00
56605	37367	ADDISON TREE CARE, LLC		1620	06/21/2023	2,700.00
	400-222-600	OTHER SERVICES		6 LOADS BRUSH TO STARLAND		2,700.00
56606	37367	ADDISON TREE CARE, LLC		1621	06/22/2023	2,700.00
	400-222-600	OTHER SERVICES		6 LOADS BRUSH STARLANDING		2,700.00

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56607	37367 ADDISON TREE CARE, LLC 400-222-600 OTHER SERVICES	1622 7 LOADS BRUSH	06/23/2023	3,150.00 3,150.00
56608	37367 ADDISON TREE CARE, LLC 400-222-600 OTHER SERVICES	1623 6 LOADS BRUSH	06/26/2023	2,700.00 2,700.00
56609	37367 ADDISON TREE CARE, LLC 400-222-600 OTHER SERVICES	1624 7 LOADS BRUSH TO DUMP	06/27/2023	3,150.00 3,150.00
56610	37367 ADDISON TREE CARE, LLC 400-222-600 OTHER SERVICES	1626 4 LOADS BRUSH TO DUMP	06/18/2023	1,800.00 1,800.00
56611	30402 AERC, PLLC 001-100-710 CAP. IMP. BUILDINGS	23113.02 HVAC-HDO DISPATCH GALE CTR	07/13/2023	3,656.25 3,656.25
56612	36015 ALLEN HOME SERVICES 400-650-575 REPAIRS	379 IVY LN KEENLAN DR E PRKWY	07/11/2023	2,750.00 2,750.00
56613	36015 ALLEN HOME SERVICES 400-650-575 REPAIRS	380 CARDINAL LN AUGUSTA DRAKE	07/11/2023	1,700.00 1,700.00
56614	36015 ALLEN HOME SERVICES 400-650-575 REPAIRS	381 GRND MNR BENDING OAK HERI	07/11/2023	2,025.00 2,025.00
56615	36969 ALOOMPA 108-402-607 COH Mobile App	2571 2023 APP CITY OF HERNANDO	05/22/2023	2,375.00 2,375.00
56616	37115 AMAZON CAPITAL SERVICES 001-400-501 PURCHASES/DONATED FU	13WC69Y63PR 3 TIER CART	06/28/2023	77.70 77.70
56617	37115 AMAZON CAPITAL SERVICES 400-650-500 OFFICE SUPPLIES	1PKG9RW1TQ STAPLES BINDER CLIPS STIC	07/10/2023	39.42 39.42
56618	37115 AMAZON CAPITAL SERVICES 001-400-501 PURCHASES/DONATED FU	1RDXCH3NHNY BALLOON BLOWER CAT BALOON	06/15/2023	274.67 274.67
56619	37115 AMAZON CAPITAL SERVICES 001-100-500 SUPPLIES	1YX6Q6LQ3R3 METAL KEY BOX	06/21/2023	24.99 24.99
56620	33124 AMBULANCE MEDICAL BILLING 001-160-683 PROFESSIONAL EXPENS	0111303-IN JUNE 2023 PYMNTS	07/05/2023	3,854.81 3,854.81
56621	36854 AMERICAN SERVICES, LLC 304-300-720 CAP. IMP.-OTHER THAN	3917 NOTTING HILL PAVING PRJCT	07/10/2023	249,245.20 249,245.20
56622	36834 AMERICAN TANK MAINTENANCE, LLC 400-650-635 WATER TANK & WELL MA	62310 JAYBIRD LAUGHTER RD TANK	07/01/2023	21,506.45 21,506.45
56623	4085 AMERICAN TIRE REPAIR 400-222-638 OUTSIDE REPAIRS-VEHI	164635 LIMBTRUCK 438 TIRE CASING	07/10/2023	336.95 336.95

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DOCKET		*-----INVOICE-----*			
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56624	4085 AMERICAN TIRE REPAIR	164701	07/10/2023	547.55	
	001-160-638 OUTSIDE REPAIRS-VEHI	ENGINE 1 FIRE TRUCK TIRE		547.55	
56625	4085 AMERICAN TIRE REPAIR	165885	07/03/2023	57.75	
	400-220-639 OUTSIDE REPAIRS-EQUI	FLAT REPAIR #296		57.75	
56626	4085 AMERICAN TIRE REPAIR	165907	07/05/2023	30.00	
	001-160-638 OUTSIDE REPAIRS-VEHI	F1-1 FLAT REPAIR		30.00	
56627	35672 AMH JANITORIAL, LLC	7923	06/28/2023	1,085.00	
	001-081-635 OUTSIDE SERVICE	JUNE 2023 GENERAL CLEANIN		1,085.00	
56628	37415 ANDERSON, DOMINIQUE	000767	07/10/2023	200.00	
	105-000-115 GALE CENTER DEPOSITS	GALE CENTER DEPOSIT REFUN		200.00	
56629	35466 ASHWORTH, TERRY	71123	07/11/2023	100.00	
	001-090-683 COMMISSIONER - PER D	PLANNING MEETING		100.00	
56630	33796 AT&T	2843719707	07/01/2023	214.61	
	001-130-605 COMMUNICATION	NCIC 8310011095791		214.61	
56631	33796 AT&T	7123	07/01/2023	2,785.00	
	001-100-637 SOFTWARE MAINTENANCE	662M8721250010599 INTERAC		2,785.00	
56632	33796 AT&T	9335599704	06/29/2023	208.19	
	001-130-605 COMMUNICATION	NCIC 8310012904473		208.19	
56633	32538 AT&T U-VERSE	06302023	06/30/2023	203.99	
	001-160-605 COMMUNICATIONS	158337299		203.99	
56634	32538 AT&T U-VERSE	61123	06/11/2023	262.14	
	001-100-605 COMMUNICATION	138682876		262.14	
56635	32538 AT&T U-VERSE	63023	06/13/2023	84.89	
	001-160-605 COMMUNICATIONS	158337303		84.89	
56636	30600 AUTOZONE	2091212255	07/05/2023	39.69	
	400-650-635 WATER TANK & WELL MA	DURALAST MECHANIC TOOL SE		39.69	
56637	37410 BAILEY, NOLAN KYLE	M2023-00512	06/21/2023	650.00	
	605-000-122 POLICE BONDS HELD	BOND REFUND		650.00	
56638	37405 BLACK, CHELSEIGH	044831	07/03/2023	55.00	
	105-000-314 PARK PAVILLION USE F	PARK PAVILION REFUND		55.00	
56639	32818 BRENNNTAG	BMS450336	07/05/2023	1,308.80	
	400-650-541 WATER CHEMICALS	SODA ASH		1,308.80	
56640	32818 BRENNNTAG	BMS454183	07/10/2023	5,689.40	
	400-650-541 WATER CHEMICALS	162BAGS OF SODA ASH		3,393.90	
	400-650-541 WATER CHEMICALS	10 BAGS OF FLUORIDE		1,025.00	

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	400-650-541	WATER CHEMICALS	320 GAL OF BLEACH	832.00
	400-650-541	WATER CHEMICALS	150LB CHLORINE CYLINDER	261.00
	400-650-541	WATER CHEMICALS	TRANSPORT CHARGE	177.50
56641	6065 BRYANT TIRE & SERV.CENTER	94123	07/11/2023	130.00
	400-650-570	MOTOR VEHICLE REP. & BATTERY		130.00
56642	32322 C SPIRE WIRELESS	62223	06/22/2023	425.50
	103-200-605	COMMUNICATIONS	3000737498 CELL PHONE	34.33
	001-090-605	COMMUNICATION-TELE &	3000737498 CELL PHONE	34.33
	400-650-605	COMMUNICATIONS - POS	3000737498 CELL PHONE	356.84
56643	36367 CANOPY SPATIAL	1110	06/06/2023	11,992.50
	400-650-603	ENGINEERING SERVICES	GIS SERVICES SEWER WATER	5,000.00
	400-210-603	ENGINEERING SERVICES	GIS SERVICES SEWER WATER	6,992.50
56644	33841 CATALIS COURT & LAND RECORDS L	23044310	07/11/2023	4,863.90
	001-135-637	COMPUTER SFTWRE/MAIN	COURT CLERK MAINT AND SUP	4,863.90
56645	33841 CATALIS COURT & LAND RECORDS L	4328422	06/19/2023	4,863.90
	001-135-637	COMPUTER SFTWRE/MAIN	MAINT AND SUPPORT	4,863.90
56646	36970 CERBERUS INVESTMENT CO, INC	PAPP13	07/14/2023	46,393.67
	001-400-720	New Animal Shelter	ANIMAL SHELTER RETAINAGE	46,393.67
56647	36970 CERBERUS INVESTMENT CO, INC	PAYAPP12	07/14/2023	28,038.36
	001-400-720	New Animal Shelter	CHANGE ORDER 12	28,038.36
56648	36107 CHENOWETH, BRANDON	71223	07/12/2023	40.00
	105-500-685	SOCCER OTHER SERV/CH	SOCCER REF	40.00
56649	31591 CINTAS CORP. - LOC 206	4154091736	05/01/2023	280.11
	105-500-535	EMP UNIFORMS	PARKS UNIFORMS	280.11
56650	31591 CINTAS CORP. - LOC 206	4160216524	06/30/2023	305.63
	105-500-535	EMP UNIFORMS	PARKS UNIFORMS	305.63
56651	31591 CINTAS CORP. - LOC 206	4160217161	06/30/2023	814.24
	400-210-642	UNIFORM RENTAL	PW UNIFORMS	33.41
	001-201-642	UNIFORM RENTAL	PW UNIFORMS	48.76
	400-200-500	SHOP SUPPLIES	PW UNIFORMS	42.18
	400-650-642	UNIFORM RENTAL	PW UNIFORMS	201.19
	400-200-642	UNIFORM RENTAL	PW UNIFORMS	15.74
	400-222-642	UNIFORM RENTAL	PW UNIFORMS	443.31
	400-220-642	UNIFORM RENTAL	PW UNIFORMS	29.65
56652	31591 CINTAS CORP. - LOC 206	4160871296	07/07/2023	24.46
	001-081-510	JANITORIAL SUPPLIES	CITY HALL TP SOAP PAPERTO	24.46
56653	31591 CINTAS CORP. - LOC 206	4161064210	07/10/2023	72.78
	105-500-535	EMP UNIFORMS	PARKS UNIFORMS	72.78

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56654	31591 CINTAS CORP. - LOC 206	4161064891	07/10/2023	466.52	
	400-210-642 UNIFORM RENTAL	PW UNIFORMS		33.41	
	001-201-642 UNIFORM RENTAL	PW UNIFORMS		48.76	
	400-200-500 SHOP SUPPLIES	PW UNIFORMS		90.33	
	400-650-642 UNIFORM RENTAL	PW UNIFORMS		220.79	
	400-200-642 UNIFORM RENTAL	PW UNIFORMS		15.74	
	400-222-642 UNIFORM RENTAL	PW UNIFORMS		27.84	
	400-220-642 UNIFORM RENTAL	PW UNIFORMS		29.65	
56655	36418 CLARK, ADAM	71123	07/11/2023	100.00	
	001-090-683 COMMISSIONER - PER D	PLANNING MEETING		100.00	
56656	35238 CLIFFORD T FREEMAN	2023062901	06/29/2023	250.00	
	001-100-603 PROFESSIONAL SERVICE	PRE EMPLOYMENT POLY EXAM		250.00	
56657	31957 COMCAST - 35001	7923	07/09/2023	492.51	
	001-040-605 COMMUNICATION TELE &	475 W COMMERCE ST		164.17	
	001-090-605 COMMUNICATION-TELE &	475 W COMMERCE ST		164.17	
	001-160-605 COMMUNICATIONS	475 W COMMERCE ST		164.17	
56658	31836 COMCAST - 66576	71023	07/10/2023	105.91	
	001-135-605 COMMUNICATIONS	PARK AND COURT		52.95	
	105-500-605 COMMUNICATIONS	PARK AND COURT		52.96	
56659	35185 COMCAST BUSINESS-95468	7623	07/06/2023	172.90	
	001-100-605 COMMUNICATION	221 PARK ST		172.90	
56660	35392 COMMUNITY BANK OF MISSISSIPPI	47 PYMNT	07/05/2023	8,853.24	
	001-201-830 DEBT SERVICE LOAN IN	L#7835396 PYMNT 47		245.81	
	001-201-820 DEBT SERVICES LOAN P	L#7835396 PYMNT 47		8,607.43	
56661	31564 COMPLETE HOME CENTER	2301-13884	01/25/2023	23.38	
	400-650-576 TOOLS	RECTOR SEALS RATCHET PVC		23.38	
56662	31564 COMPLETE HOME CENTER	2302-142561	02/08/2023	6.29	
	001-090-500 OFFICE SUPPLIES	CAM LOCK 7/8		6.29	
56663	31564 COMPLETE HOME CENTER	2302-146568	02/21/2023	46.38	
	400-650-635 WATER TANK & WELL MA	BRASS BRUSHING FILLED GUA		46.38	
56664	31564 COMPLETE HOME CENTER	2304-160890	04/05/2023	14.71	
	400-650-635 WATER TANK & WELL MA	OPEN S HOOKS POOL SKIMMER		14.71	
56665	31564 COMPLETE HOME CENTER	2304-166073	04/18/2023	4.49	
	001-040-550 MISCELLANEOUS	TOLIET HANDLE		4.49	
56666	31564 COMPLETE HOME CENTER	2305-172405	05/05/2023	62.26	
	105-500-501 SUPPLIES	KITCHEN BAG PURPLE PRIMER		62.26	
56667	31564 COMPLETE HOME CENTER	2305-173542	05/08/2023	78.25	

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	400-650-513	SUPPLIES - CONSUMABL	PURPLE PRIMER PVC CEMENT			78.25
56668	31564	COMPLETE HOME CENTER	2305-176389	05/16/2023		28.74
	400-650-576	TOOLS	BUNGEE CORD GLOSS BLK			5.38
	400-650-513	SUPPLIES - CONSUMABL	BUNGEE CORD GLOSS BLK			23.36
56669	31564	COMPLETE HOME CENTER	2305-178024	05/19/2023		53.07
	001-201-500	STREET SUPPLIES	3/4 4x8 CDX PLYWOOD CRPNT			53.07
56670	31564	COMPLETE HOME CENTER	2305-178873	05/22/2023		39.56
	400-650-513	SUPPLIES - CONSUMABL	BLUE FLAG MRKING			39.56
56671	31564	COMPLETE HOME CENTER	2305-180168	05/25/2023		14.39
	001-160-500	FIRE SUPPLIES	FLWEASY DRAIN CLE			14.39
56672	31564	COMPLETE HOME CENTER	2305-181534	05/30/2023		15.37
	400-200-500	SHOP SUPPLIES	BULK MIDWEST FASTNERS			15.37
56673	31564	COMPLETE HOME CENTER	2306-185262	06/08/2023		225.85
	001-160-500	FIRE SUPPLIES	PISTOL HOZE CONTRACTOR HO			225.85
56674	31564	COMPLETE HOME CENTER	2306-191739	06/27/2023		17.62
	105-500-501	SUPPLIES	SILLCOCK 3/4TIPS			17.62
56675	31564	COMPLETE HOME CENTER	2306-192684	06/29/2023		30.87
	105-500-501	SUPPLIES	SCOTT RAGS DUMP MECH WATE			30.87
56676	31564	COMPLETE HOME CENTER	2306-193109	06/30/2023		1.98
	001-160-500	FIRE SUPPLIES	MIDWEST FASTNERS			1.98
56677	31564	COMPLETE HOME CENTER	2306-193114	06/30/2023		33.90
	400-650-576	TOOLS	BASE MAGNET HANDY HOOK			33.90
56678	31564	COMPLETE HOME CENTER	2306-193205	06/30/2023		98.59
	400-200-510	JANITORIAL SUPPLIES	VINYL LIQUID PLUMBER GLA			98.59
56679	31564	COMPLETE HOME CENTER	2306-193207	06/30/2023		20.21
	001-100-560	REPAIR/MAINT - BLDG	DOO Z COVER MOUNT TAPE			20.21
56680	31564	COMPLETE HOME CENTER	2306-193292	06/30/2023		26.18
	400-200-560	REPAIRS & MAINT-SHOP	MIDWEST FASTNERS			26.18
56681	31564	COMPLETE HOME CENTER	2307-193526	07/01/2023		23.38
	001-100-560	REPAIR/MAINT - BLDG	ADHESIVE SPRAY			23.38
56682	31564	COMPLETE HOME CENTER	2307-193538	06/30/2023		34.19
	400-200-575	SHOP TOOLS	SOLDER IRON KIT			34.19
56683	31564	COMPLETE HOME CENTER	2307-194157	07/03/2023		84.54
	400-650-576	TOOLS	SCOTT RAGS RATCHET HANDLE			23.39
	400-650-513	SUPPLIES - CONSUMABL	SCOTT RAGS RATCHET HANDLE			61.15

CITY OF HERNANDO
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DOCKET NUMBER	VENDOR		*-----INVOICE-----*		
			NUMBER	DATE	AMOUNT
56684	31564	COMPLETE HOME CENTER	2307-194537	07/05/2023	18.25
	001-100-560	REPAIR/MAINT - BLDG	CAM LOCK KEYED LOCK HASP		18.25
56685	31564	COMPLETE HOME CENTER	2307-194766	07/05/2023	41.46
	400-650-567	REPAIRS & MAINT CITY	ACRYLIC SHEET GLASS CUTTE		41.46
56686	31564	COMPLETE HOME CENTER	2307-195306	07/07/2023	26.01
	105-500-501	SUPPLIES	MIDWEST FASTNERS WEDGE SA		26.01
56687	31564	COMPLETE HOME CENTER	2307-195332	07/07/2023	8.59
	001-201-500	STREET SUPPLIES	MIDWEST FASTNERS		8.59
56688	31564	COMPLETE HOME CENTER	2307-195382	07/07/2023	23.36
	001-201-500	STREET SUPPLIES	GLOSS BLACK		23.36
56689	31564	COMPLETE HOME CENTER	2307-195568	07/07/2023	40.41
	400-650-635	WATER TANK & WELL MA	READ TORP LE MAG NUT DRIV		40.41
56690	31564	COMPLETE HOME CENTER	2307-196371	07/10/2023	11.69
	400-650-576	TOOLS	PEX TUBE CUTTER		11.69
56691	31564	COMPLETE HOME CENTER	2307-196428	07/10/2023	60.22
	400-650-635	WATER TANK & WELL MA	WHITE PRIMER BLU MSK TAPE		60.22
56692	31564	COMPLETE HOME CENTER	2307-196720	07/11/2023	18.25
	400-200-500	SHOP SUPPLIES	SCOTT RAGS DUMP DISC		18.25
56693	33804	CORE & MAIN	R799362	06/29/2023	252.87
	400-650-575	REPAIRS	Y44-233NL 3/4 PJ/CTS WYE		252.87
56694	33804	CORE & MAIN	S968383	06/09/2023	942.00
	400-650-575	REPAIRS	F1000-4NL 1 CORP NO LEAD		942.00
56695	33804	CORE & MAIN	T070064	06/23/2023	602.90
	400-650-575	REPAIRS	BLUE TUBING CPLING		602.90
56696	33804	CORE & MAIN	T096400	06/29/2023	380.32
	400-650-575	REPAIRS	PVC CPLING		380.32
56697	33804	CORE & MAIN	T125161	06/29/2023	217.52
	400-650-576	TOOLS	REED PIVOT HEAD		217.52
56698	30072	CUMMINS MID-SOUTH L.L.C.	D2-78649	05/25/2023	970.88
	001-160-639	OUTSIDE REPAIRS-EQUI	PLANNED MAINT TO EQUIP		970.88
56699	31528	DCRUA - ECONOMIC FEES	7323	07/03/2023	7,000.00
	400-000-123	ECONOMIC DEVELOPMENT	JUNE 2023 ECONOMIC FEES		7,000.00
56700	30364	DCRUA - SEWER INVOICE	3016	07/01/2023	154,394.33
	400-210-636	DCRUA CHARGE	JULY 2023 SEWER PYMNT		154,394.33

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 DOCKET OF UNPAID CLAIMS DATE: 07/18/2023 PAGE: 8

DOCKET NUMBER	*-----*	VENDOR	*-----*	NUMBER	DATE	AMOUNT
56701	30387	DESOTO COUNTY ELECTRIC, INC		8194	06/21/2023	5,680.19
	001-201-600	OTHER SERVICES		SIGNLAS YELLOW RETURN DAM		5,680.19
56702	31743	DESOTO SOD FARM, INC		294550	05/09/2023	300.00
	400-650-575	REPAIRS		3 PALLETS BERMUDA		300.00
56703	31633	DESOTO TECHNOLOGY GROUP		16614	06/30/2023	373.75
	001-040-639	OUTSIDE REPAIRS-EQUI		IT SERVICES		201.25
	001-100-639	OUTSIDE REPAIRS-EQUI		IT SERVICES		28.75
	400-650-637	COMPUTER MAINT. CONT		IT SERVICES		143.75
56704	31633	DESOTO TECHNOLOGY GROUP		16617	06/13/2023	1,259.25
	001-135-730	CAP.IMP. MACH & EQUI		HP PROBOOK APC SURGE 6 OU		1,259.25
56705	31633	DESOTO TECHNOLOGY GROUP		16651	06/30/2023	1,774.20
	105-500-634	O/R - BUILDING		I PRO NU3015 6TB INDOOR DO		1,774.20
56706	6410	DESOTO TIMES-TRIBUNE		300153903	06/25/2023	40.72
	001-090-615	PUBLICATION EXPENSE		PROOF OF PUBLICATION		40.72
56707	31465	DONALD SMITH CO., INC.		4230635	07/06/2023	494.00
	400-650-635	WATER TANK & WELL MA		PUMP TEST E PRKWAY		494.00
56708	30350	DPS LAW ENFORCEMENT TRAINING		90133347	06/28/2023	4,050.00
	001-100-681	EDUCATION & SEMINARS		J WARD TUITION		4,050.00
56709	37084	DSLPROS		5000117848	06/05/2023	7,527.90
	001-100-731	PUBLIC SAFETY EQUIPM		DJI MAVIC 3 THERMAL DRONE		7,527.90
56710	31170	ELDRIDGE SERVICES INC		22005	07/05/2023	95.00
	105-500-634	O/R - BUILDING		CHECKED COOLING SYSTEM		95.00
56711	32652	EMERGENCY EQUIPMENT		484440	07/06/2023	420.00
	001-160-580	STATE FIRE INS REBAT		MCCALLUM FIRE BOOTS		420.00
56712	32652	EMERGENCY EQUIPMENT		484496	07/10/2023	406.91
	001-160-638	OUTSIDE REPAIRS-VEHI		MASTER INTAKE GUAGE MANIF		406.91
56713	7740	ENTERGY		10116658418	07/03/2023	62,546.35
	001-100-630	UTILITIES-POLICE DEP		COLLECTIVE BILL		1,826.08
	001-135-630	UTILITIES - COURT		COLLECTIVE BILL		1,540.28
	001-160-630	UTILITIES		COLLECTIVE BILL		2,724.46
	001-201-630	UTILITIES		COLLECTIVE BILL		26,349.22
	105-500-630	UTILITIES		COLLECTIVE BILL		4,735.67
	400-200-630	UTILITIES		COLLECTIVE BILL		35.95
	400-210-630	UTILITIES		COLLECTIVE BILL		4,861.39
	400-650-630	UTILITIES		COLLECTIVE BILL		18,942.10
	400-650-631	UTILITIES CITY HALL		COLLECTIVE BILL		1,531.20
56714	7740	ENTERGY		12000614530	07/03/2023	215.40

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DOCKET NUMBER	*-----*	VENDOR	*-----*	NUMBER	DATE	AMOUNT
		400-210-630 UTILITIES		2617A RIVER OUSE		215.40
56715	7740	ENTERGY		17500708761	06/30/2023	38.00
	400-650-630	UTILITIES		2785 MCCracken WTR TWR		38.00
56716	7740	ENTERGY		21500671653	06/28/2023	108.56
	001-201-630	UTILITIES		3700 ROBERTSON GIN RD		108.56
56717	7740	ENTERGY		23000562682	06/28/2023	66.57
	001-201-630	UTILITIES		INST COMMERCE & E PARKWAY		66.57
56718	7740	ENTERGY		23500651407	06/28/2023	409.31
	105-500-630	UTILITIES		3600 ROBERTSON GIN RD		409.31
56719	7740	ENTERGY		25000565973	06/28/2023	35.09
	400-650-630	UTILITIES		131 W SOUTH ST WTR TWR		35.09
56720	7740	ENTERGY		29500598948	07/03/2023	202.27
	001-201-630	UTILITIES		2469 JAXON DR		202.27
56721	7740	ENTERGY		32500532811	07/06/2023	90.65
	001-201-630	UTILITIES		700 DILWORTH LN STE A		90.65
56722	7740	ENTERGY		50008411155	06/28/2023	815.14
	400-210-630	UTILITIES		1610 EDEN XING		815.14
56723	7740	ENTERGY		50008411156	06/28/2023	346.41
	001-201-630	UTILITIES		3133 SCOTT RD		346.41
56724	7740	ENTERGY		60007852878	06/28/2023	41.15
	105-500-630	UTILITIES		3600 ROBERTSON GIN RD		41.15
56725	7740	ENTERGY		65007648390	07/06/2023	1,261.66
	400-210-630	UTILITIES		715 MCINGVALE		1,261.66
56726	34000	F.O. GIVENS & CO		6/23-22	06/30/2023	240.00
	001-040-603	PROFESSIONAL SERVICE		JUNE 2023 ACCOUNTING SERV		240.00
56727	35301	FIRSTNET (FIRE)		8X07052023	06/27/2023	184.06
	001-160-605	COMMUNICATIONS		287304434608 FIRE		184.06
56728	37188	FIRSTNET (POLICE)		4X07052023	06/27/2023	2,753.46
	001-400-605	COMMUNICATIONS		287289503504 PD AND ANIMA		89.72
	001-100-605	COMMUNICATION		287289503504 PD AND ANIMA		2,663.74
56729	36413	FLOCK GROUP INC		7072	12/23/2022	11,500.00
	001-100-731	PUBLIC SAFETY EQUIPM		FALCON AND IMPLEMENTATION		10,000.00
	001-100-603	PROFESSIONAL SERVICE		FALCON AND IMPLEMENTATION		1,500.00
56730	33389	FORMS INK, LLC		10210	07/02/2023	6,580.82
	400-650-620	PRINTING AND BINDING		BILLING AND POSTAGE WATER		6,580.82

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DOCKET			*-----INVOICE-----*			
NUMBER	*-----	VENDOR	-----*	NUMBER	DATE	AMOUNT
56731	30635	FOUR SEASONS GARDEN CENTER		93600	06/15/2023	508.79
	001-040-634	OUTSIDE REPAIRS-CITY		CITY HALL CLEAN TRIM FERT		508.79
56732	30635	FOUR SEASONS GARDEN CENTER		93611	06/18/2023	1,225.00
	105-500-637	O/S REP & MAINT PARK		SOCCER COMPLEX BACKFLOW I		1,225.00
56733	30372	FUSION CLOUD SERVICES LLC		28920329	07/01/2023	941.50
	001-040-605	COMMUNICATION TELE &		COMMUNITCATION		113.20
	001-090-605	COMMUNICATION-TELE &		COMMUNITCATION		17.72
	001-100-605	COMMUNICATION		COMMUNITCATION		171.59
	001-135-605	COMMUNICATIONS		COMMUNITCATION		253.84
	001-160-605	COMMUNICATIONS		COMMUNITCATION		198.36
	105-500-605	COMMUNICATIONS		COMMUNITCATION		151.34
	400-650-605	COMMUNICATIONS - POS		COMMUNITCATION		17.72
	400-200-605	COMMUNICATIONS		COMMUNITCATION		17.73
56734	7125	G & C SUPPLY CO., INC.		6912155	06/26/2023	871.05
	001-201-500	STREET SUPPLIES		DEAD END SIGN STOP SIGN P		871.05
56735	7125	G & C SUPPLY CO., INC.		6912156	06/26/2023	287.00
	001-201-500	STREET SUPPLIES		NO PARKING SIGN SPEED LIM		287.00
56736	7125	G & C SUPPLY CO., INC.		6912157	06/26/2023	143.00
	001-201-500	STREET SUPPLIES		SCHOOL ADVANCE SYMBOL		143.00
56737	7125	G & C SUPPLY CO., INC.		6912158	06/26/2023	123.00
	001-201-500	STREET SUPPLIES		U CHANEL POST		123.00
56738	7125	G & C SUPPLY CO., INC.		6912159	06/26/2023	123.00
	001-201-500	STREET SUPPLIES		90 DEGREE CROSSPIECE		123.00
56739	7125	G & C SUPPLY CO., INC.		6912718	06/29/2023	2,103.90
	001-201-500	STREET SUPPLIES		STOP SIGN U CHANEL POST		2,103.90
56740	7125	G & C SUPPLY CO., INC.		6913419	07/07/2023	175.50
	001-201-500	STREET SUPPLIES		30X30 TRUCK ENTERING HWY		175.50
56741	30849	GENERAL FUND		11092022	11/09/2022	50.00
	605-000-105	DUE TO GENERAL FUND		DUE TO GENERAL FUND		50.00
56742	37411	GLENN, LAUREN		025531	07/11/2023	90.00
	105-000-321	SOCCER REVENUE		FALL SOCCER REFUND		90.00
56743	36624	GRAHAM, STEPHEN RAY		71223	07/12/2023	40.00
	105-500-685	SOCCER OTHER SERV/CH		SOCCER REF		40.00
56744	30854	GRAINGER		9748694156	06/22/2023	1,106.84
	400-650-635	WATER TANK & WELL MA		PUMP 586604		1,106.84
56745	32930	HAWKINS, KEITH		71123	07/11/2023	100.00

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DOCKET NUMBER	VENDOR		*-----INVOICE-----*	AMOUNT
NUMBER		NUMBER	DATE	
	001-090-683	COMMISSIONER - PER D	PLANNING MEETING	100.00
56746	31046 HENRY SCHEIN, INC	34126638	06/14/2023	232.52
	001-160-502 EMS SUPPLIES	BLANKET 50% WOOL GRAY		232.52
56747	31046 HENRY SCHEIN, INC	43294877	06/20/2023	314.09
	001-160-502 EMS SUPPLIES	CANNULA CO2 FILTER LINE M		314.09
56748	31046 HENRY SCHEIN, INC	43860392	06/23/2023	1,781.88
	001-160-502 EMS SUPPLIES	AMBULANCE SUPPLIES		1,781.88
56749	7245 HERNANDO EQUIPMENT, LLC	3465	05/24/2023	7.30
	001-160-500 FIRE SUPPLIES	INV 3468 & 3465		7.30
56750	7245 HERNANDO EQUIPMENT, LLC	6380	07/07/2023	3.00
	105-500-501 SUPPLIES	ROPE		3.00
56751	30879 HOL-MAC CORPORATION	394271	07/10/2023	130.60
	400-222-565 REPAIR & MAINT - EQU	GEN 3 JOY STICK ROCKER SW		130.60
56752	7315 HOLLIDAY EXTERMINATING CO INC	28485	07/10/2023	470.00
	001-100-609 PEST CONTROL	PEST CONTROL		133.34
	001-160-609 PEST CONTROL CONTRAC	PEST CONTROL		175.00
	001-040-609 PEST CONTROL CONTRAC	PEST CONTROL		35.00
	105-500-609 PEST CONTROL	PEST CONTROL		63.34
	001-135-609 PEST CONTROL	PEST CONTROL		63.32
56753	7315 HOLLIDAY EXTERMINATING CO INC	28486	07/10/2023	65.00
	400-200-630 UTILITIES	PEST CONTROL		65.00
56754	7321 HOMESTEAD FARMS	93235	07/10/2023	214.90
	001-400-501 PURCHASES/DONATED FU	BENCH POTS PLANTS		214.90
56755	7321 HOMESTEAD FARMS	93584	06/29/2023	135.00
	105-500-560 SUPPLIES-CITY BEAUTI	10 ROLLS PINE STRAW		135.00
56756	32661 HORIZON MANAGED SERVICES	230609	07/02/2023	117.80
	001-160-605 COMMUNICATIONS	SENTINEL ONE PROOPOINT		117.80
56757	31057 J & J MAINTENANCE SUPPLY	15748	07/07/2023	1,285.70
	001-201-501 SIDEWALK SUPPLIES	TRAFFIC CONE BLK GLOVES		1,000.00
	400-210-550 MISCELLANEOUS	TRAFFIC CONE BLK GLOVES		285.70
56758	30154 J.F. LAUDERDALE, P.E.L.S.	71223	07/12/2023	4,410.00
	304-300-720 CAP. IMP.-OTHER THAN	NOTTING HILL PAVING PRJCT		4,410.00
56759	36291 JORDAN, RUSSELL	71123	07/11/2023	100.00
	001-090-683 COMMISSIONER - PER D	PLANNING COMMISSION MEETI		100.00
56760	33590 KELLY SEPTIC SERVICE - PORTA	25958	07/01/2023	1,200.00
	105-500-641 RENTALS	CIVIC CENTER MOBILE TRAIL		1,200.00

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56761	30417	KIMBERLIN, INC.		71023	07/10/2023	1,593.45
	400-000-298	SEWER TAPS		REFUND TAP FEES		700.00
	400-000-130	SALES TAX PAYABLE		REFUND TAP FEES		58.45
	400-000-362	WATER TAPS & METERS		REFUND TAP FEES		835.00
56762	37154	LB TECHNOLOGY INC		22187	07/01/2023	384.00
	400-650-606	MISC. SERVICES & CHA		RECURRING GPS SERVICE		384.00
56763	37040	MAX, JUSTIN		71123	07/11/2023	100.00
	001-090-683	COMMISSIONER - PER D		PLANNING MEETING		100.00
56764	7545	METER SERVICE & SUPPLY CO		30687	06/29/2023	2,222.30
	400-650-575	REPAIRS		COUPLING MTR ANGLE		2,222.30
56765	7545	METER SERVICE & SUPPLY CO		30737	07/06/2023	894.40
	400-650-575	REPAIRS		FULL CIRCLE		894.40
56766	7545	METER SERVICE & SUPPLY CO		30779	07/11/2023	310.10
	400-210-575	SEWER LINE REP. & MA		LUG PV KIT TRANS GASKET		310.10
56767	7590	MIDWEST RADAR & EQUIPMENT, INC		173735	07/10/2023	480.00
	001-100-603	PROFESSIONAL SERVICE		APPLIED CAPT STALK		480.00
56768	7590	MIDWEST RADAR & EQUIPMENT, INC		173736	07/10/2023	440.00
	001-100-603	PROFESSIONAL SERVICE		APPLIED CAP STALK		440.00
56769	31343	MISSISSIPPI DEPT OF EMPLOYMENT		63023	06/30/2023	852.15
	001-040-490	UNEMPLOYMENT COMPENS		QUARTERLY CONTRIBUTIONS		19.10
	001-060-490	UNEMPLOYMENT COMPENS		QUARTERLY CONTRIBUTIONS		6.71
	001-081-490	UNEMPLOYMENT COMPENS		QUARTERLY CONTRIBUTIONS		13.58
	001-090-490	UNEMPLOYMENT COMPENS		QUARTERLY CONTRIBUTIONS		9.46
	001-100-490	UNEMPLOYMENT COMPENS		QUARTERLY CONTRIBUTIONS		32.22
	001-130-490	UNEMPLOYMENT COMPENS		QUARTERLY CONTRIBUTIONS		64.78
	001-135-490	UNEMPLOYMENT COMPENS		QUARTERLY CONTRIBUTIONS		84.58
	001-160-490	UNEMPLOYMENT COMPENS		QUARTERLY CONTRIBUTIONS		179.57
	001-400-490	UNEMP COMPENSATION		QUARTERLY CONTRIBUTIONS		18.49
	105-500-490	UNEMPLOYMENT COMP.		QUARTERLY CONTRIBUTIONS		90.22
	400-070-490	UNEMPLOYMENT COMPENS		QUARTERLY CONTRIBUTIONS		20.39
	400-210-490	UNEMPLOYMENT COMPENS		QUARTERLY CONTRIBUTIONS		12.61
	400-220-490	UNEMPLOYMENT COMPENS		QUARTERLY CONTRIBUTIONS		59.24
	400-222-490	UNEMPLOYMENT COMPENS		QUARTERLY CONTRIBUTIONS		46.29
	400-224-490	UNEMPLOYMENT COMPENS		QUARTERLY CONTRIBUTIONS		6.69
	400-650-490	UNEMPLOYMENT COMPENS		QUARTERLY CONTRIBUTIONS		188.22
56770	7655	MISSISSIPPI DEVELOPMENT AUTHOR		222 PYMNT	07/05/2023	1,200.98
	400-451-820	DEBT RET. SEWER CAP		GMS #378 PYMNT 222		1,163.58
	400-451-832	INTEREST-SEWER CAP L		GMS #378 PYMNT 222		37.40
56771	7655	MISSISSIPPI DEVELOPMENT AUTHOR		8123	07/10/2023	8,657.37
	400-451-823	DEBT RET-HERNANDO WE		HERNANDO WEST GMS50864		1,482.46

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	400-451-832	INTEREST-SEWER CAP L		HERNANDO WEST GMS50864		7,174.91
56772	7655	MISSISSIPPI DEVELOPMENT AUTHOR		AWG 7	07/05/2023	17,708.72
	200-450-844	AWG / PROJECT 2023 -		AWG PRJCT 7TH PYMNT		9,872.84
	200-450-845	AWG / PROJECT 2023 -		AWG PRJCT 7TH PYMNT		7,835.88
56773	7655	MISSISSIPPI DEVELOPMENT AUTHOR		PYMNT211	07/05/2023	1,113.23
	400-451-832	INTEREST-SEWER CAP L		L#469 PYMNT 211		72.58
	400-451-820	DEBT RET. SEWER CAP		L#469 PYMNT 211		1,040.65
56774	7675	MISSISSIPPI FIRE ACADEMY		30815	07/07/2023	730.00
	001-160-681	EDUCATION & SEMINARS		ROPE RESCUE MCCORMICK WAG		730.00
56775	37409	MOORE, DAMIAN JAMES		M2023-00376	06/21/2023	101.75
	605-000-122	POLICE BONDS HELD		BOND REFUND		101.75
56776	7840	NAPA AUTO PARTS		2755-212170	06/12/2023	127.46
	001-160-565	REPAIR & MAINT. - EQ		BATTERY AA LIFT SUPPORT O		127.46
56777	7840	NAPA AUTO PARTS		2755-214584	07/05/2023	79.42
	001-100-570	MOTOR VEHICLE REP. &		MULITI BALL MOUNT		79.42
56778	7840	NAPA AUTO PARTS		2755-214586	07/05/2023	54.33-
	001-100-570	MOTOR VEHICLE REP. &		MULIT BALL MOUNT 2IN RETU		54.33-
56779	7840	NAPA AUTO PARTS		2755-214961	07/10/2023	399.98
	400-220-570	MOTOR VEH. REPAIR &		AAA PREMIUM BATTERY CORE		399.98
56780	37406	NATIVE ROOTS SPECIALTY LANDSCA		HPR20231	06/28/2023	1,725.00
	105-500-603	CITY BEAUTIFICATION		MATERIAL PROCUREMENT LABO		1,725.00
56781	7864	NESBIT WATER ASSOC.		062723	06/27/2023	27.50
	400-210-630	UTILITIES		LIFT STATION HWY 51 N		27.50
56782	7864	NESBIT WATER ASSOC.		23627	06/27/2023	27.50
	400-210-630	UTILITIES		LIFT STATION OLD HWY 51		27.50
56783	7864	NESBIT WATER ASSOC.		62723	06/27/2023	97.50
	001-160-630	UTILITIES		957 HWY 51 N		97.50
56784	7885	NORTH MISSISSIPPI TWO-WAY		49139	06/29/2023	639.00
	001-100-570	MOTOR VEHICLE REP. &		HEADLIGHT STICK BRACKET I		639.00
56785	7885	NORTH MISSISSIPPI TWO-WAY		49146	07/07/2023	273.00
	001-100-570	MOTOR VEHICLE REP. &		WIRE TREMINALS LOOM RELAY		273.00
56786	33906	NORTH MS UTILITY COMPANY		PYMNT55	07/05/2023	36,673.41
	400-451-839	N MS UTILITY - INTER		AUG 2023 PYMNT		8,459.22
	400-451-840	N MS UTILITY - PRINC		AUG 2023 PYMNT		28,214.19
56787	7920	OFFICE DEPOT		31492827700	07/02/2023	26.97

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	001-130-500 SUPPLIES	BATTERY		26.97
56788	7940 PANOLA PAPER CO.	522709	06/23/2023	210.25
	001-135-501 OFFICE SUPPLIES	CRTRD TONER 501H		210.25
56789	7940 PANOLA PAPER CO.	524341	07/05/2023	296.10
	001-100-510 OFFICE SUPPLIES	COPY PAPER RECIEPT PAPER		296.10
56790	7968 PHELPS DUNBAR	1309336	06/29/2023	945.00
	001-040-601 LEGAL EXPENSE	HANDBOOK SRVCS		945.00
56791	7968 PHELPS DUNBAR	1309337	06/29/2023	862.50
	001-160-601 LEGAL EXPENSE	EROC CHARGE OF WILLIE FRY		862.50
56792	32682 PREMIER AIR PRODUCTS	R21944	07/03/2023	385.56
	400-200-641 SHOP RENTALS	R21075 R20361 R19256 R190		385.56
56793	37416 RAMSEY, LEQUANNA	00262R	07/10/2023	200.00
	105-000-115 GALE CENTER DEPOSITS	GALE CENTER DEPOSIT REFUN		200.00
56794	37412 RAY, LINDSEY	000040	07/11/2023	180.00
	105-000-321 SOCCER REVENUE	FALL SOCCER REFUND		180.00
56795	35506 RENASANT BANK	48 PYMNT	07/05/2023	3,698.96
	400-451-842 SHOP 630 WHITFIELD-I	L#76339		1,151.84
	400-451-841 SHOP 630 WHITFIELD-P	L#76339		2,547.12
56796	36494 ROMAN, RUTH	1260	06/22/2023	100.00
	001-135-602 INTERPRETER	TRANSLATION		100.00
56797	35909 SAFLEY, RICHARD	71123	07/11/2023	100.00
	001-090-683 COMMISSIONER - PER D	PLANNING MEETING		100.00
56798	37413 SAVAGE, JODY	011547	07/12/2023	90.00
	105-000-321 SOCCER REVENUE	FALL SOCCER REFUND		90.00
56799	36935 SCOTT PETROLEUM CORP	396820	06/30/2023	518.95
	400-210-525 MOTOR VEHICLE GAS &	55 GAL DRUM THF		518.95
56800	36935 SCOTT PETROLEUM CORP	663021	07/05/2023	2,898.78
	001-000-068 GAS INVENTORY	987 GAL GASOLINE		2,898.78
56801	36935 SCOTT PETROLEUM CORP	663022	07/05/2023	3,072.78
	001-000-069 DIESEL INVENTORY	994 GAL DIESEL FUEL		3,072.78
56802	36935 SCOTT PETROLEUM CORP	663023	07/05/2023	1,513.53
	001-000-066 OFF-ROAD DIESEL INVE	500 GAL OFF ROAD FUEL		1,513.53
56803	32367 SCPDC	23T-1455	06/26/2023	447.50
	001-090-684 DUES & SUBSCRIPTIONS	JUNE 2023 PERMIT SOFTWARE		447.50

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56804	37418 SHAFER, DENISE		154047	07/10/2023	200.00
	105-000-115 GALE CENTER DEPOSITS		GALE CENTER DEPOSIT REFUN		200.00
56805	8215 SIGNS & STUFF, INC.		104025	06/27/2023	725.00
	001-400-720 New Animal Shelter		48X78.5 DOUBLE SIDED COMP		725.00
56806	35268 SKEEN, CHRISTOPHER S		71123	07/11/2023	100.00
	001-090-683 COMMISSIONER - PER D		PLANNING MEETING		100.00
56807	37414 SKIPPER, ANTHONY		645179	07/11/2023	65.00
	105-000-314 PARK PAVILLION USE F		PARK PAVILION REFUND		65.00
56808	37414 SKIPPER, ANTHONY		645179	D 07/10/2023	200.00
	105-000-115 GALE CENTER DEPOSITS		GALE CENTR DEPOSIT REFUND		200.00
56809	37408 SMITH, DAMARCUS COMMODORE		M2023-00133	06/21/2023	100.00
	605-000-122 POLICE BONDS HELD		BOND REFUND		100.00
56810	33732 SOUTHERN DUPLICATING OF MS		AR180355	07/03/2023	111.73
	001-100-641 RENTALS		PD COPIER		111.73
56811	30677 SOUTHERN PIPE & SUPPLY CO.,INC		8177770-00	07/03/2023	54.32
	105-500-570 REPAIR & MAINT TO PA		INSIDE PLASTIC COVER		54.32
56812	32275 SPORTS CONDUCTOR		5823	07/01/2023	1,404.50
	105-500-685 SOCCER OTHER SERV/CH		ONLINE FEES		612.25
	105-500-684 BASEBALL OTHER SERV/		ONLINE FEES		730.75
	105-500-690 SPECIAL EVENTS OTHR		ONLINE FEES		5.85
	105-500-680 TENNIS OTHER SERV/CH		ONLINE FEES		1.95
	105-500-676 ADULT KICKBALL OTHER		ONLINE FEES		17.90
	105-500-691 ADULT SOCCER OTHER S		ONLINE FEES		35.80
56813	37417 STAGEN, NICOLE		077056	07/10/2023	10.00
	105-000-321 SOCCER REVENUE		FALL SOCCER REFUND		10.00
56814	37407 STATION 51 GRAPHICS		477027	05/31/2023	300.00
	001-160-500 FIRE SUPPLIES		FAB AND INSTALL LETTERING		300.00
56815	37407 STATION 51 GRAPHICS		477028	05/31/2023	380.00
	001-160-500 FIRE SUPPLIES		FABRICATION INSTALL GRAPH		380.00
56816	35661 STRIBLING EQUIPMENT		CS017075439	07/10/2023	431.62
	400-220-565 REPAIR & MAINT - EQU		GUARD SCREW TAPE		431.62
56817	35661 STRIBLING EQUIPMENT		CS017075569	07/10/2023	451.69
	400-220-565 REPAIR & MAINT - EQU		SKIDSTEER WINDOWPANE		451.69
56818	32980 STRYKER		4198500M	06/16/2023	945.50
	001-160-639 OUTSIDE REPAIRS-EQUI		BATTERY LABOR EMS TRAVEL		945.50
56819	30966 TAVERNA'S TREE CARE		421954	07/11/2023	300.00

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	001-201-500	STREET SUPPLIES		CUT LG DEBRI E NORTHERN S		300.00
56820	37420	TAYLOR, BRIEN ANDREW		71223	07/12/2023	120.00
	105-500-685	SOCCER OTHER SERV/CH		SOCCER REF		120.00
56821	31827	TAYLOR, RAY		081442	07/10/2023	200.00
	105-000-115	GALE CENTER DEPOSITS		GALE CENTER DEPOSIT REFUN		200.00
56822	37404	TB TEES AND MONOGRAMS		000361	07/11/2023	222.00
	400-224-642	UNIFORM RENTAL		UNIFORM TSHIRTS		222.00
56823	33891	TELEFLEX INC		950536211	05/20/2023	562.50
	001-160-502	EMS SUPPLIES		25MM NEEDLE BOX 5		562.50
56824	37378	TEMPEST TINT, LLC		1253	06/22/2023	1,225.15
	001-400-501	PURCHASES/DONATED FU		ANIMAL SHELTER CUSTOM		1,225.15
56825	30207	TENCARVA MACHINERY CO.		CD99077017	06/29/2023	1,450.80
	400-210-565	SEW.STATION REP/MAIN		FLAPPER SOLID NEO 3IN		1,450.80
56826	30207	TENCARVA MACHINERY CO.		CD99077018	06/29/2023	1,397.80
	400-210-565	SEW.STATION REP/MAIN		FLAPPER SOLID 4IN		1,397.80
56827	30207	TENCARVA MACHINERY CO.		CD99079061	07/11/2023	592.70
	400-210-639	OUTSIDE REPAIRS - SE		ST IVES PUMP OVERFLOW		592.70
56828	35227	THE DISCOVERY GROUP INC		34507	06/30/2023	50.00
	400-650-606	MISC. SERVICES & CHA		DRUG SCREEN SIDNEY JEANS		50.00
56829	31000	THE UPS STORE		20	07/01/2023	17.81
	001-100-550	MISCELLANEOUS		PD SHIPPING		17.81
56830	36622	THORN, KEVIN		71123	07/11/2023	100.00
	001-090-683	COMMISSIONER - PER D		PLANNING MEETING		100.00
56831	36448	THORNHILL, SHANNON		346780	07/10/2023	15.00
	105-000-314	PARK PAVILLION USE F		PARK PAVILION REFUND		15.00
56832	35297	TOCOWA ELECTRIC CO INC		5492	07/04/2023	100.00
	400-210-639	OUTSIDE REPAIRS - SE		SCOTT RD LIFT STATION		100.00
56833	37339	TOW, ZACHARY		71223	07/12/2023	40.00
	105-500-685	SOCCER OTHER SERV/CH		SOCCER REF		40.00
56834	36244	TRANSLATION STATION, INC.		167761	07/10/2023	6.25
	001-100-550	MISCELLANEOUS		TELEPHONE INTERPRETATION		6.25
56835	8430	TRI-COUNTY FARM SERV. INC		2-090487	07/10/2023	84.02
	400-220-500	SUPPLIES		BUCCANEER		84.02
56836	30196	TRI-STATE TROPHY, INC.		71444	06/29/2023	330.00

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		001-090-550	MISCELLANEOUS		DESK NAMEPLATE		330.00
56837	8448	TRUSTMARK			122 PYMNT	07/05/2023	4,225.68
	001-160-820	DEBT SERVICES - LOAN			FIRE TRUCK		3,610.65
	001-160-830	INTEREST			FIRE TRUCK		615.03
56838	8448	TRUSTMARK			7182023	07/18/2023	3,370.76
	103-200-820	DEBT SERVICE - LOAN			CEMETERY AND PARKS		1,656.04
	103-200-830	DEBT SERVICE - LOAN			CEMETERY AND PARKS		81.59
	105-500-820	DEBT SERVICES - LOAN			CEMETERY AND PARKS		1,556.45
	105-500-830	INTEREST			CEMETERY AND PARKS		76.68
56839	33105	UNIVERSAL PREMIUM			7923	07/09/2023	20,874.50
	001-100-525	MOTOR VEHICLE GAS &			PD GAS CARDS		20,874.50
56840	8482	USA BLUE BOOK			000051265	06/21/2023	35.95
	400-650-513	SUPPLIES - CONSUMABL			BILINGUAL DOORKNOP CARDS		35.95
56841	8482	USA BLUE BOOK			00048251	06/19/2023	87.78
	400-650-513	SUPPLIES - CONSUMABL			BLANK DOOR KNOB CARD		87.78
56842	33759	WADE INC			P30429	06/30/2023	268.15
	105-500-565	REPAIRS & MAINT -EQU			MOWER BLADE OIL FILTER OI		268.15
56843	33759	WADE INC			P30600	07/05/2023	130.61
	400-220-565	REPAIR & MAINT - EQU			MOWER BLADE OIL		130.61
56844	33759	WADE INC			P30828	07/11/2023	65.47
	105-500-565	REPAIRS & MAINT -EQU			OIL, FUNNEL		65.47
56845	33225	WAGWORKS, INC			0623TR44940	06/30/2023	127.50
	001-040-480	GROUP INSURANCE			JUNE 2023 COBRA		2.55
	001-060-480	GROUP INSURANCE			JUNE 2023 COBRA		1.27
	001-081-480	GROUP INSURANCE			JUNE 2023 COBRA		1.27
	001-100-480	GROUP INSURANCE			JUNE 2023 COBRA		35.70
	001-090-480	GROUP INSURANCE			JUNE 2023 COBRA		2.55
	001-130-480	GROUP INSURANCE			JUNE 2023 COBRA		10.20
	001-135-480	GROUP INSURANCE			JUNE 2023 COBRA		2.55
	001-160-480	GROUP INSURANCE			JUNE 2023 COBRA		39.52
	001-400-480	GROUP INSURANCE			JUNE 2023 COBRA		2.55
	105-500-480	GROUP INSURANCE			JUNE 2023 COBRA		6.37
	400-200-480	GROUP INSURANCE			JUNE 2023 COBRA		1.27
	400-210-480	GROUP INSURANCE			JUNE 2023 COBRA		3.82
	400-220-480	GROUP INSURANCE			JUNE 2023 COBRA		2.55
	400-222-480	GROUP INSURANCE			JUNE 2023 COBRA		2.55
	400-224-480	GROUP INSURANCE			JUNE 2023 COBRA		1.27
	400-650-480	GROUP INSURANCE			JUNE 2023 COBRA		8.97
	400-070-480	GROUP INSURANCE			JUNE 2023 COBRA		1.27
	001-201-480	GROUP INSURANCE			JUNE 2023 COBRA		1.27
56846	36171	WALTON, JOHN			71223	07/12/2023	60.00

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	105-500-691	ADULT SOCCER OTHER S	SOCCER REF			60.00
56847	36139	WALTON, MATTHEW		71223	07/12/2023	40.00
	105-500-685	SOCCER OTHER SERV/CH	SOCCER REF			40.00
56848	32517	WASTE CONNECTIONS, INC		60100723001	06/30/2023	78,019.03
	400-220-635	GARBAGE DISPOSAL	JULY 2023 BILLING TRASH			77,535.39
	001-100-550	MISCELLANEOUS	JULY 2023 BILLING TRASH			191.03
	001-400-550	MISCELLANEOUS	JULY 2023 BILLING TRASH			292.61
56849	36363	WHOLESALE PUMP & SUPPLY, INC.		6031999	05/15/2023	199.64
	400-210-565	SEW.STATION REP/MAIN	ROTATING ASSEMBLIES TRASH			199.64
TOTAL >>>						979,344.18
						979,344.18

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		NUMBER	DATE	AMOUNT
		001-000-000		247,545.42
		400-000-000		437,612.72
		108-000-000		2,375.00
		304-000-000		253,655.20
		105-000-000		17,773.41
		605-000-000		901.75
		103-000-000		1,771.96
		200-000-000		17,708.72
		TOTAL DOCKET >>		1,675,320.05
				1,675,320.05

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