

AGENDA
BRANDON BOARD OF ALDERMEN
REGULAR BOARD MEETING
BUTCH LEE, MAYOR PRESIDING
MAY 15, 2023

1. CALL TO ORDER
2. INVOCATION AND PLEDGE OF ALLEGIANCE
3. PUBLIC COMMENTS AND RECOGNITIONS
 1. Mr. Shane Keyes
 2. Ms. Vickie Mercier
4. OLD BUSINESS
 1. Approve the Regular Board Meeting Minutes of May 1, 2023.
5. BUTCH LEE, MAYOR
 1. Proclamation recognizing the newly established Brandon Chamber of Commerce.
 2. Asking for your consideration to approve the following Subaward Agreements between the MDEQ and the City of Brandon to provide funds and authorize the Mayor to execute related documents for the following projects:
 - a. Grants Ferry Parkway Sewer Extension (57-2-CW-5.5).
 - b. Waterline Relocation at Hwy 80 & Value Road (60-2-DW-5.15).
 - c. Sanitary Sewer Rehabilitation of Lance Drive, Martin Road, and Easthaven Subdivision (546-2-CW-5.5).
 - d. Burnham Road Waterline - Tank to Commons (547-2-DW-5.15).
 3. Accept a Supplemental Special Warranty Deed and Easement from Cosa Properties, LLC in reference to a Special Warranty Deed dated June 3, 2020, pages 11141-11146 and a Water Utility Easement described in Deed Book 2022, Pages 3296-3299, of the land records of Rankin County, Mississippi.
 4. Consideration to approve a professional services agreement with Green Oak Nursery for City Hall plant maintenance and authorize the Mayor to execute the same.
 5. Rescind board action taken on May 1, 2023 under section 5.3 of the minutes with regard to the Gunner Construction services.
 6. Spread onto the minutes action from the 2023 Legislative Session regarding H.B. No. 1521 (2% food and beverage) extending the repealer to July 1, 2028 and H.B. No. 1325 (3% hotel) extending the repealer to July 1, 2034.
 7. Consideration to approve a general services agreement with Waggoner Engineering for the assistance of preparing a Safe Streets and Roads for All (SS4A) grant application and authorize the Mayor to execute the same.

8. Consideration to accept the commitment of Federal TA Funds in the amount of \$1,194,563 and authorize a local match (25%) in the amount of \$398,188 for the Grants Ferry Parkway Multi-Use Path.
9. Reset the public hearing regarding the Brandon Heights TIF Project to June 5, 2023 at 6:00 p.m. during the Regular Board Meeting and authorize publication of notice.

6. ANGELA BEAN, CITY CLERK

1. Barlow & Company, PLLC- Greg Vaughn, CPA
2. Accept the fiscal year 2022 Audit Report as prepared by Barlow & Company.
3. Consideration to approve the purchase of four (4) Extreme Network switches from Techsource Solutions in the amount of \$17,936.00 (State of MS EPL Pricing #3760) and authorize payment of the same.
4. Consideration to approve:
 - a. Docket of Claims for May 15, 2023.
 - b. Fox Everett claims released on May 12, 2023

7. CARLEY KEYES, EVENT SERVICES

1. Consideration to approve a professional services agreement for the purpose of promoting tourism in accordance with HB 1521 (2023 MS Legislative Session); authorize the Mayor to execute the same; and approve and authorize all related show expenditures for Progressive Global Agency for a performance by Widespread Panic on May 27-28, 2023.

8. CARLY DEARMAN, PUBLIC WORKS DEPARTMENT

1. Request permission to hire William "RJ" Morrow, Jr. as a Water Laborer II effective May 16, 2023 and set rate of pay pursuant to the memo.
2. Consideration to approve the transfer of Cole Rowland from Water Laborer II to Sewer Laborer II effective May 15, 2023.
3. Consideration to approve Thornton Construction pay request # 3 in the amount of \$322,217.11 with regard to the Grants Ferry Parkway Sewer Line Extension Project and authorize payment of the same.
4. Consideration to declare as an emergency and approve the commodity pricing repairs by Hemphill Construction, invoice # 4539-H23030-01-Final (February 2023), in the amount of \$64,968.07 in accordance with MCA 31-7-13(k) and 31-7-13 (n) and authorize payment of the same.
5. Consideration to approve the renewal of CCTV & Combo Jet Vac Truck commodity bid with Suncoast Infrastructure, Inc. for the remainder of fiscal year 2023.

6. Consideration to declare as an emergency the repairs to Country Meadows Lift Station (Willow Creek) from Harvey Services in the amount of \$12,714.10 and authorize payment of the same.
7. Consideration to approve Hemphill Construction Company quotes for water leak and storm drain repairs in various locations throughout the City utilizing commodity bid pricing, authorize payments of the same and amend the budget accordingly.

9. SAM HAWKINS, COMMUNITY DEVELOPMENT

1. Public Hearing and board action regarding the consideration of a rezoning request for Consolidated Pipe (Parcel H8-1-40).
2. Public hearing and board action regarding the consideration of a rezoning request for Forestry Suppliers (Parcels H8-1-42 and H8-1-43).
3. Consideration to approve the preliminary plat for Kenney Farms Phase 3 (42.80 acres Parcel: J-8-10-192).

10. WAYNE DEARMAN, POLICE CHIEF

1. Request permission to purchase a Rapid All-Terrain Tower from Critical Tech Solutions, a sole-source provider, in the amount of \$27,995.00, authorize payment from the Drug Seizure fund and amend the budget accordingly.
2. Request permission to receive grant funding in the amount of \$60,000.00 from the MOHS Homeland Security Grant Program and authorize the Mayor and Accountant to execute related documents.
3. Request permission to transfer Lt. Autrey Dunbar from the Fire Department to the Police Department as a patrol trainee and set rate of pay effective May 16, 2023.

11. BRIAN ROBERTS, FIRE CHIEF

1. Request permission for Carolyn Palmer to travel to Biloxi, MS to attend the Emergency Services Administrative Professionals Association Conference on September 6-8, 2023.
2. Request permission for Battalion Chief Eric Stringer to travel to Natchez, MS to attend the annual MS Fire Chiefs and Firefighters Conference on June 1-4, 2023.
3. Consideration to approve salary adjustments for five (5) Firefighters.

12. EXECUTIVE SESSION

13. ADJOURN

MINUTES
BRANDON BOARD OF ALDERMEN
REGULAR BOARD MEETING
BUTCH LEE, MAYOR PRESIDING
MAY 1, 2023

1. CALL TO ORDER - Mayor Lee and Aldermen Farris, Middleton, Womack, Coker, Williams, Vinson and Craine were present.
2. INVOCATION AND PLEDGE OF ALLEGIANCE - Alderman Farris gave the invocation and Alderman Craine led to the pledge of allegiance.
3. PUBLIC COMMENTS AND RECOGNITIONS –
 - Mayor Lee advised that the FY 2022 audit is complete and available for review and comment.
4. OLD BUSINESS

1. Approve the Regular Board Meeting Minutes of April 17, 2023.

Alderman Womack made the motion to approve agenda item 4.1, seconded by Alderman Vinson and upon unanimous vote the motion carried.

5. BUTCH LEE, MAYOR

1. Authorize Sharon Womack and Jarrad Craine to travel to Biloxi, MS. to attend the MML annual conference June 26-28, 2023 and approve travel, hotel and related expenses.
 2. Approve a professional services agreement with Headwaters in accordance with the memo and authorize the Mayor to execute the same.
 3. Approve a professional services agreement with Gunner Construction Services, LLC for the assembly of existing materials for a maintenance shop at the Quarry Park in the amount of \$16,200.00, conditioned upon receipt of proof of licensure, and proof of liability and workers' compensation insurance, and receipt of a certificate of insurance designating the City as an additional insured, and subject to such conditions, authorize payment of the same.

Alderman Williams made the motion to approve agenda item 5.1-5.3, in accordance with the memos from the Mayor's Office, which is appended hereto, seconded by Alderman Craine and upon unanimous vote the motion carried.

6. ANGELA BEAN, CITY CLERK

1. Spread onto the record the minutes from the public hearing regarding the CDBG Project held on April 25, 2023.

2. Approve matching funding resolution regarding the CDBG Diamond/Emerald Sewer Rehabilitation Project and authorize a match of city funds in the amount of \$122,600.00.
3. Approve:
 - a. Docket of Claims for May 1, 2023.
 - b. Fox Everett claims released on April 20, 2023.
 - c. Electronic fund transfers for April 2023.

Alderman Craine made the motion to approve agenda items 6.1-6.3(a-c), in accordance with the memos from the Clerk's Office, which are appended hereto, seconded by Alderman Vinson and upon unanimous vote the motion carried.

7. CARLEY KEYES, EVENT SERVICES

1. Approve an amphitheater sponsorship with AgUp for the 2023 concert season and authorize the Mayor to execute the same.
2. Approve payment of the renewal license and support services for the City's SpotOn point of sales system which is a sole source provider for the City's system.
3. Approve the purchase and installation of 325' of string lighting from Elcon Electrical, as the lowest and best quote received, in the amount of \$10,915.00 and authorize payment of the same.

Alderman Farris made the motion to approve agenda items 7.1-.7.3, in accordance with the memos from the Event Services Department, which are appended hereto, seconded by Alderman Craine and upon unanimous vote the motion carried.

8. CARLY DEARMAN, PUBLIC WORKS DEPARTMENT

1. Accept the resignation of Utility Clerk, Shai Fayette, effective May 3, 2023.
2. Rescind board action taken on February 21, 2023 with regard to the hiring of Jarvis Taylor.
3. Declare as an emergency of the repair of the Country Meadows/Glenridge Drive lift station from Harvey Services in the amount of \$6,232.14 and authorize payment of the same.
4. Declare as an emergency the storm debris cleanup from Specialty Tree Service in the amount of \$24,879.00 and authorize payment of the same.
5. Approve adjustment approvals and adjustment denials pursuant to the memo, with the exception of the proposed adjustments for 5 Minute Express Car Wash and Kenrick Johnson which will be reviewed and considered subsequently.

Alderman Womack made the motion to approve agenda items 8.1-8.5, in accordance with the memos from the Public Works Department, which are appended hereto, seconded by Alderman Williams and upon unanimous vote the motion carried.

9. SAM HAWKINS, COMMUNITY DEVELOPMENT

1. Set public hearings to be held during the Regular Board Meeting of May 15, 2023 with regard to the following:
 1. Consideration of the rezoning request made by Forestry Suppliers for 27.13+/- Acres (Parcels H8-1-42 and H8-1-43).
 2. Consideration of the rezoning request made by Consolidated Pipe & Supply, Inc. for 11 acres (Parcel H8-1-40).

Alderman Womack made the motion to approve agenda items 9.1(1)&(2), in accordance with the memos from the Community Development Department, which are appended hereto, seconded by Alderman Coker and upon unanimous vote the motion carried.

10. WAYNE DEARMAN, POLICE CHIEF

1. Accept the resignation of Officer Michael Humphreys effective April 30, 2023.
2. Authorize the transfer of Officer Richard Myers from Patrol to Detective effective May 2, 2023, administer oath, and set the rate of pay in accordance with the memo.
3. Approve the salary increases for six (6) certified officers effective May 2, 2023 in accordance with the salary rates that were Board approved on February 3, 2023 pursuant to the memo.
4. Approve the salary increase of five (5) officers effective May 2, 2023 upon completion of MELOTA training pursuant to the memo.
5. Approve the travel requests as follows:
 1. Officer William McIntyre to Meridian, MS to attend the ERASE course on May 22- 24, 2023.
 2. Lieutenant Joseph French and K9 Hassan to Biloxi, MS to attend the MLEOA 2023 Summer Conference K9 training course on June 4-9, 2023.
6. Declare one (1) 2021 Dodge Ram 1500 bearing VIN # ending 4308 as an unmarked vehicle for investigative and surveillance purposes in accordance with MCA 25-1-87.
7. Revise board action taken on April 3, 2023, to correct the VIN# regarding the surplus of a 2018 Dodge Charger, pursuant to the memo.

Alderman Farris made the motion to approve agenda items 10.1-10.7, in accordance with the memos from the Police Department, which are appended hereto, seconded by Alderman Craine and upon unanimous vote the motion carried.

11. BRIAN ROBERTS, FIRE CHIEF

1. Monthly Reports:

Siren Report; functions properly: No. Thorngate and Shiloh Park.

Issues: Undetermined. Repairs ordered.

EMS Report; # of P1 calls: 152.

Average Response Time: 8:22.

2. Approve the salary increases for eight (8) Firefighters (firefighter trainees to certified firefighter) effective May 1, 2023 upon completion of the State Fire Academy and receiving certification, pursuant to memo, and to administer oaths.

Alderman Williams made the motion to approve agenda item 11.2 in accordance with the memo from the Fire Department, which is appended hereto, seconded by Alderman Vinson and upon unanimous vote the motion carried.

12. EXECUTIVE SESSION

Alderman Coker made the motion to consider the need to enter into Executive Session, seconded by Alderman Womack and upon unanimous vote the motion carried.

Alderman Womack then made the motion to enter into Executive Session to discuss personnel matters involving the Public Works Department and discussions regarding the location of a business or industry, seconded by Alderman Farris and upon unanimous vote the motion carried.

Alderman Womack made the motion to resume the Regular Board Meeting out of Executive Session, seconded by Alderman Williams and upon unanimous vote the motion carried.

(That no votes were taken in Executive Session was announced upon resuming the Regular Board Meeting out of Executive Session).

13. ADDITIONAL ITEMS – PUBLIC WORKS

Alderman Craine made the motion to hire T. Paul Brannon as Public Works Director, with an effective date as mutually agreed by Mr. Brannon and Mayor Lee, and to set salary in accordance with the memo from the Mayor's Office, seconded by Alderman Vinson and upon unanimous vote the motion carried.

14. ADJOURN

Alderman Womack made them motion to adjourn the Regular Board Meeting, seconded by Alderman Coker and upon unanimous vote the motion carried.

(Next Regular Board Meeting: May 15, 2023.)

Minutes approved this the 15th day of May 2023.

Hon. Butch Lee, Mayor

Attest:

Hon. Angela Bean, City Clerk



MEMORANDUM

TO: BOARD OF ALDERMEN
FROM: MAYOR BUTCH LEE
ANGELIA PRYOR, OFFICE OF THE MAYOR
BOARD AGENDA: MAY 8, 2023
SUBJECT: PROCLAMATION – BRANDON CHAMBER OF COMMERCE

Asking for your consideration to recognize the proclamation for the newly established Brandon Chamber of Commerce as an entity with a focus on fostering betterment of the City of Brandon through various avenues as listed in the proclamation.

Thank you for your consideration in this matter. Please let us know if you have any questions.

ATTACHMENTS

- Brandon Chamber of Commerce Proclamation

**PROCLAMATION OF THE MAYOR AND BOARD OF ALDERMEN
OF THE CITY OF BRANDON, MISSISSIPPI, RECOGNIZING THE
BRANDON CHAMBER OF COMMERCE**

WHEREAS, many chambers of commerce throughout the State of Mississippi distinguish themselves as a voice for businesses in our state; and

WHEREAS, the work accomplished by those local chambers has benefited our state through their economic development, tourism promotion and community programs; and

WHEREAS, the local chambers of commerce positively promote their community for growth and development; and

WHEREAS, the business community, represented through local chambers of commerce, has been integral in fostering enhanced educational opportunities, infrastructure improvements, leadership development, the creation of jobs, and a positive vision of the future; and

WHEREAS, the Brandon Chamber has recently been organized to achieve successful results in this respect for our city in a cooperative spirit with other local economic development organizations;

WHEREAS, the Brandon Chamber will be a partner with the City of Brandon in promoting and developing our local business community; and

NOW THEREFORE, BE IT PROCLAIMED THAT THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF BRANDON, MISSISSIPPI, RECOGNIZE THE BRANDON CHAMBER AND LOOK FORWARD TO WORKING TOGETHER, AND WITH OTHER LOCAL ECONOMIC DEVELOPMENT ORGANIZATIONS, TO ENHANCE THE CULTURAL, BUSINESS AND FELLOWSHIP OPPORTUNITIES IN OUR GREAT CITY.

PROCLAIMED THIS 15TH DAY OF MAY 2023.

Butch Lee, Mayor

Attest:

Angela Bean, City Clerk



MEMORANDUM

TO: BOARD OF ALDERMEN
FROM: MAYOR BUTCH LEE
ANGELIA PRYOR, OFFICE OF THE MAYOR
BOARD AGENDA: MAY 15, 2023
SUBJECT: MDEQ - MS WATER INFRASTRUCTURE GRANT PROGRAM – SUBAWARD(S)

Asking for your consideration to approve the following Subaward Agreement(s) between the MS Department of Environmental Quality and the City of Brandon to provide funds for the following projects:

- Grants Ferry Parkway Sewer Extension – 57-2-CW-5.5
- Waterline Relocation at Hwy 80 & Value Road – 60-2-DW-5.15
- Sanitary Sewer Rehabilitation of Lance Drive, Martin Road, and Easthaven Subdivision – 546-2-CW-5.5
- Burnham Road Waterline (Tank to Commons) – 547-2-DW-5.15

and authorize the Mayor to execute all related documents.

Thank you for your consideration in this matter. Please let us know if you have any questions.

ATTACHMENTS

- Subaward Agreement: Grants Ferry Parkway Sewer Extension – 57-2-CW-5.5
- Subaward Agreement: Waterline Relocation at Hwy 80 & Value Road – 60-2-DW-5.15
- Subaward Agreement: Sanitary Sewer Rehabilitation of Lance Drive, Martin Road, and Easthaven Subdivision – 546-2-CW-5.5
- Subaward Agreement: Burnham Road Waterline (Tank to Commons) – 547-2-DW-5.15

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

STATE OF MISSISSIPPI
COUNTY OF HINDS

MDEQ AGREEMENT NO. 57-2-CW-5.5

SUBAWARD AGREEMENT

This document is a Subaward Agreement (this “Agreement”) between the Mississippi Department of Environmental Quality (“MDEQ”), a Pass-through entity as defined in 2 C.F.R. § 200.1, and City of Brandon, UEI Number: LL4XF8LHN7U7 (“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 “Grants Ferry Parkway Sewer Extension” (the “Project”).

3. PURPOSE

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

4. SCOPE OF WORK

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

5. TERMS AND CONDITIONS

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

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

6. **PERIOD OF PERFORMANCE**

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

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

7. **CONSIDERATION AND PAYMENT**

A. *Project Cost.* The total Project cost shall not exceed **\$3,808,460.00**, with said amount broken down as follows:

i. MCWI Grant Funds shall not exceed **\$1,766,730.00**;

ii. The Local Fiscal Recovery Funds (“LFRF”) received by SUBRECIPIENT from the U.S. Treasury or the Mississippi Department of Finance and Administration used as matching funds in this Agreement shall not exceed **\$1,766,730.00**;

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 **\$275,000.00**.

B. Professional fees that will be reimbursed with MCWI Grant Funds shall not exceed **\$152,338.40**. This amount is included in, and is not in addition to, the maximum MCWI Grant Funds specified in Article 7.A.i, above and Article 7.C., below.

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

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

C. *Consideration.* As consideration for the performance of the tasks included in this Agreement, MDEQ agrees to reimburse SUBRECIPIENT an amount not to exceed **One Million Seven Hundred Sixty-Six Thousand Seven Hundred Thirty Dollars and Zero Cents (\$1,766,730.00)** (the “Maximum Amount”).

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

8. **AMENDMENTS OR MODIFICATION**

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

9. **PROGRESS REPORTS**

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

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

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

10. **FAILURE TO TIMELY PERFORM**

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

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

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

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

11. FINAL PAYMENT AND REPORT

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

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

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

12. FINANCIAL MANAGEMENT AND COMPLIANCE

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

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

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

13. **CONTRACTS**

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

14. **APPLICABLE LAW**

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

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

A. *Authorizing Statutes.* Section 603 of the Social Security Act (42 U.S.C. § 803), as added by section 9901 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.mswaterinfrastructue.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:
Angela Bean
1000 Municipal Drive
Brandon, MS 39042
Phone: (601) 824-4579
E-mail: abean@brandonms.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 BRANDON

Mayor Butch Lee
Signature of Authorized Representative

Butch Lee
Printed Name

Title

Date

ATTACHMENT A

PROJECT NAME, SCOPE OF WORK AND PROJECT TIMELINE AND REQUIREMENTS

PROJECT NAME

Grants Ferry Parkway Sewer Extension

SCOPE OF WORK

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

The Project consists of construction of new gravity sewer, site clearing, erosion control, and permanent seeding and sodding for the expansion of the sewer capacity in the Grant's Ferry Parkway area.

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 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);

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

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

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

ATTACHMENT B

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

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

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

ATTACHMENT C

SUBAWARD TERMS AND CONDITIONS FOR CONTRACTED PARTIES

1. AUTHORITY TO PARTICIPATE IN THIS AGREEMENT

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

2. DEBARMENT AND SUSPENSION

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

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

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

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

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

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

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

3. INDEMNIFICATION

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

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

4. RELATIONSHIP STATUS

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

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

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

5. ACCESS TO RECORDS

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

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

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

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

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

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

6. RECORD RETENTION AND RIGHT TO AUDIT

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

7. RIGHT TO INSPECT WORK; SITE ACCESS

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

8. CONFLICT OF INTEREST

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

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

9. COOPERATION AND EVALUATION

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

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

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.

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

STATE OF MISSISSIPPI
COUNTY OF HINDS

MDEQ AGREEMENT NO. 60-2-DW-5.15

SUBAWARD AGREEMENT

This document is a Subaward Agreement (this “Agreement”) between the Mississippi Department of Environmental Quality (“MDEQ”), a Pass-through entity as defined in 2 C.F.R. § 200.1, and City of Brandon, UEI Number: LL4XF8LHN7U7 (“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 “Waterline Relocation at Hwy 80 & Value Road” (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 **\$488,000.00**, with said amount broken down as follows:

i. MCWI Grant Funds shall not exceed **\$220,000.00**;

ii. The Local Fiscal Recovery Funds (“LFRF”) received by SUBRECIPIENT from the U.S. Treasury or the Mississippi Department of Finance and Administration used as matching funds in this Agreement shall not exceed **\$220,000.00**;

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

iv. Any other funds that SUBRECIPIENT obligates(ed) to the project that are not eligible for MCWI match (“Other Funds”) shall not exceed **\$48,000.00**.

B. Professional fees that will be reimbursed with MCWI Grant Funds shall not exceed **\$19,520.00**. This amount is included in, and is not in addition to, the maximum MCWI Grant Funds specified in Article 7.A.i, above and Article 7.C., below.

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

C. *Consideration.* As consideration for the performance of the tasks included in this Agreement, MDEQ agrees to reimburse SUBRECIPIENT an amount not to exceed **Two Hundred Twenty Thousand Dollars and Zero Cents (\$220,000.00)** (the “Maximum Amount”).

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

8. **AMENDMENTS OR MODIFICATION**

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

9. **PROGRESS REPORTS**

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

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

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

10. **FAILURE TO TIMELY PERFORM**

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

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

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

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

11. FINAL PAYMENT AND REPORT

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

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

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

12. FINANCIAL MANAGEMENT AND COMPLIANCE

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

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

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

13. **CONTRACTS**

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

14. **APPLICABLE LAW**

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

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

A. *Authorizing Statutes.* Section 603 of the Social Security Act (42 U.S.C. § 803), as added by section 9901 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.mswaterinfrastructue.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:
Angela Bean
1000 Municipal Drive
Brandon, MS 39042
Phone: (601) 824-4579
E-mail: abean@brandonms.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 BRANDON

Mayor Butch Lee
Signature of Authorized Representative

Butch Lee
Printed Name

Title

Date

ATTACHMENT A

PROJECT NAME, SCOPE OF WORK AND PROJECT TIMELINE AND REQUIREMENTS

PROJECT NAME

Waterline Relocation at Hwy 80 & Value Road

SCOPE OF WORK

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

The Project will consist of relocating an existing waterline via boring and lining an existing sanitary sewer line near Highway 80 and Value Road.

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.

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

STATE OF MISSISSIPPI
COUNTY OF HINDS

MDEQ AGREEMENT NO. 546-2-CW-5.5

SUBAWARD AGREEMENT

This document is a Subaward Agreement (this “Agreement”) between the Mississippi Department of Environmental Quality (“MDEQ”), a Pass-through entity as defined in 2 C.F.R. § 200.1, and City of Brandon, UEI Number: LL4XF8LHN7U7 (“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 “Sanitary Sewer Rehabilitation of Lance Drive, Martin Road, and Easthaven Subdivision” (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 **\$2,030,400.00**, with said amount broken down as follows:

i. MCWI Grant Funds shall not exceed **\$915,200.00**;

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 **\$915,200.00**;

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 **\$200,000.00**.

B. Professional fees that will be reimbursed with MCWI Grant Funds shall not exceed **\$81,216.00**. This amount is included in, and is not in addition to, the maximum MCWI Grant Funds specified in Article 7.A.i, above and Article 7.C., below.

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

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

C. *Consideration.* As consideration for the performance of the tasks included in this Agreement, MDEQ agrees to reimburse SUBRECIPIENT an amount not to exceed **Nine Hundred Fifteen Thousand Two Hundred Dollars and Zero Cents (\$915,200.00)** (the “Maximum Amount”).

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

8. **AMENDMENTS OR MODIFICATION**

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

9. **PROGRESS REPORTS**

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

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

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

10. **FAILURE TO TIMELY PERFORM**

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

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

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

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

11. FINAL PAYMENT AND REPORT

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

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

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

12. FINANCIAL MANAGEMENT AND COMPLIANCE

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

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

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

13. **CONTRACTS**

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

14. **APPLICABLE LAW**

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

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

A. *Authorizing Statutes.* Section 603 of the Social Security Act (42 U.S.C. § 803), as added by section 9901 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.mswaterinfrastructue.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:
Angela Bean
1000 Municipal Drive
Brandon, MS 39042
Phone: (601) 824-4579
E-mail: abean@brandonms.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 BRANDON

Mayor Butch Lee
Signature of Authorized Representative

Butch Lee
Printed Name

Title

Date

ATTACHMENT A

PROJECT NAME, SCOPE OF WORK AND PROJECT TIMELINE AND REQUIREMENTS

PROJECT NAME

Sanitary Sewer Rehabilitation of Lance Drive, Martin Road, and Easthaven Subdivision

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 the cured in place pipe (CIPP) lining, evaluation of lateral service connections, point repairs or replacements, and other sanitary sewer rehabilitation in the area of Lance Drive, Martin Road, and Easthaven Subdivision.

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.

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

**STATE OF MISSISSIPPI
COUNTY OF HINDS**

MDEQ AGREEMENT NO. 547-2-DW-5.15

SUBAWARD AGREEMENT

This document is a Subaward Agreement (this “Agreement”) between the Mississippi Department of Environmental Quality (“MDEQ”), a Pass-through entity as defined in 2 C.F.R. § 200.1, and City of Brandon, UEI Number: LL4XF8LHN7U7 (“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 “Burnham Road Waterline (Tank to Commons)” (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 **\$2,180,000.00**, with said amount broken down as follows:

i. MCWI Grant Funds shall not exceed **\$1,000,000.00**;

ii. The Local Fiscal Recovery Funds (“LFRF”) received by SUBRECIPIENT from the U.S. Treasury or the Mississippi Department of Finance and Administration used as matching funds in this Agreement shall not exceed **\$1,000,000.00**;

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

iv. Any other funds that SUBRECIPIENT obligates(ed) to the project that are not eligible for MCWI match (“Other Funds”) shall not exceed **\$180,000.00**.

B. Professional fees that will be reimbursed with MCWI Grant Funds shall not exceed **\$87,200.00**. This amount is included in, and is not in addition to, the maximum MCWI Grant Funds specified in Article 7.A.i, above and Article 7.C., below.

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

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

C. *Consideration.* As consideration for the performance of the tasks included in this Agreement, MDEQ agrees to reimburse SUBRECIPIENT an amount not to exceed **One Million Dollars and Zero Cents (\$1,000,000.00)** (the “Maximum Amount”).

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

8. **AMENDMENTS OR MODIFICATION**

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

9. **PROGRESS REPORTS**

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

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

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

10. **FAILURE TO TIMELY PERFORM**

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

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

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

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

11. FINAL PAYMENT AND REPORT

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

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

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

12. FINANCIAL MANAGEMENT AND COMPLIANCE

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

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

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

13. **CONTRACTS**

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

14. **APPLICABLE LAW**

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

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

A. *Authorizing Statutes.* Section 603 of the Social Security Act (42 U.S.C. § 803), as added by section 9901 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.mswaterinfrastructue.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:
Angela Bean
1000 Municipal Drive
Brandon, MS 39042
Phone: (601) 824-4579
E-mail: abean@brandonms.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 BRANDON

Mayor Butch Lee
Signature of Authorized Representative

Butch Lee
Printed Name

Title

Date

ATTACHMENT A

PROJECT NAME, SCOPE OF WORK AND PROJECT TIMELINE AND REQUIREMENTS

PROJECT NAME

Burnham Road Waterline (Tank to Commons)

SCOPE OF WORK

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

The Project consists of the replacement of waterline and appurtenances located along Burnham Road from the water tower to the Commons subdivision, installation of new service connections, removal and replacement of above ground improvements as necessary to facilitate the waterline installation, erosion control and permanent seeding and sodding as required.

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.



MEMORANDUM

TO: HONORABLE MAYOR BUTCH LEE AND BOARD OF ALDERMEN
FROM: ANGELA BEAN
DATE: 05/11/2023
SUBJECT: SUPPLEMENTAL SPECIAL WARRANTY DEED - COSA PROPERTIES

Accept a Supplemental Special Warranty Deed and Easement from Cosa Properties, LLC in reference to a Special Warranty Deed dated June 3, 2020, pages 11141-11146 and a Water Utility Easement described in Deed Book 2022, Pages 3296-3299, of the land records of Rankin County, Mississippi.

ATTACHMENTS:

1. Supplemental Special Warranty Deed-Cosa

**INDEXING INSTRUCTIONS: NW ¼ of the SE ¼ and the SW ¼ of the SE ¼ of Section 2,
Township 5 North, Range 3 East, City of Brandon, Rankin County, Mississippi**

<u>Prepared By:</u>	<u>Grantor:</u>	<u>Grantee</u>
C. Glen Bush (MS Bar No. 7589)	Cosa Properties, LLC	City of Brandon, MS
COPELAND COOK TAYLOR & BUSH	ATTN: Tom Cook	1000 Municipal Drive
1076 Highland Colony Parkway, Suite 200	P.O. Box 6020	Brandon, MS 39042
Ridgeland, MS 39157	Ridgeland, MS 39158	(601)824-4578
(601) 856-7200	(601) 927-8100	

STATE OF MISSISSIPPI

COUNTY OF RANKIN

SUPPLEMENTAL SPECIAL WARRANTY DEED AND EASEMENT

By Special Warranty Deed dated the 3rd day of June, 2020, recorded in Deed Book 2020 Pages 11141-11146 of the land records of Rankin County, Mississippi (the “Special Warranty Deed”), **Cosa Properties, LLC**, a Mississippi limited liability company (“Cosa”), granted, conveyed and warranted specially unto the City of Brandon, Mississippi (“City”) 1.44 acres of land, more or less, described as *Parcel I* in ***Exhibit “A”*** to the Special Warranty Deed, and Cosa granted, conveyed and assigned unto the City a non-exclusive easement in and to the 0.64 acres of land described as *Parcel II* in ***Exhibit “A”*** to the Special Warranty Deed, all subject to the terms and conditions set forth therein.

By conveyance dated the 4th day of February, 2022, Cosa conveyed to the City a Permanent Water Utility Easement over and across 1.02 acres described in Deed Book 2022, Pages 3296-3299 of the land records of Rankin County, Mississippi (the “Easement”), subject to the conditions stated therein.

Conditions of the Special Warranty Deed and the Easement are that, if the City does not commence drilling operations for a water well on *Parcel I* within thirty-six (36) months after the date of the Special Warranty Deed and such drilling operations result in a water well capable of

producing water of the quality and quantity required for the City to furnish water to citizens of the City: (a) title to *Parcel I* shall revert to Cosa and all rights of the City in and to *Parcel I* shall terminate, (b) the City's non-exclusive easement granted on and over *Parcel II* shall terminate, and (c) the City's rights to the Easement shall terminate and such rights revert to Cosa.

Cosa acknowledges that the City has diligently pursued the permits, financing, regulatory approvals and other requirements necessary for drilling the water well on *Parcel I*, and that it is possible the City will not be in a position to commence drilling operations for a water well on *Parcel I* before the expiration of thirty-six (36) months after the date of the Special Warranty Deed. Cosa desires to grant the City an additional twelve (12) months to commence drilling operations for the water well.

In consideration of \$100 and the City's past and continuing efforts to drill the water well, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Cosa Properties, LLC hereby grants, conveys and warrants specially unto the City of Brandon, Mississippi, *Parcel I* as described in the Special Warranty Deed, subject to the terms and conditions hereinafter set forth.

For the same consideration, Cosa grants, conveys and assigns unto the City a non-exclusive easement in and to *Parcel II* as described in the Special Warranty Deed for purposes of ingress to and egress from *Parcel I*, subject to the terms and conditions hereinafter set forth.

For the same consideration, Cosa conveys unto the City a permanent water utility easement and right of way over the lands described in the Easement, together with all rights described in the Easement and subject to the terms and conditions hereinafter set forth.

If the City does not commence drilling operations for a water well on *Parcel I* within twelve (12) months after the date of this Supplemental Special Warranty Deed and Easement, and continue such drilling operations to the completion of a water well capable of producing water of the quality and quantity required for the City to furnish water to citizens of the City: (1) title to *Parcel I* shall revert to Cosa and all rights of the City in and to *Parcel I* shall terminate, (2) the non-exclusive easement granted on and over *Parcel II* shall terminate, and (3) all rights of the City in and to the Easement shall terminate and all of such rights in the Easement shall revert to Cosa.

This conveyance is being made by Cosa and accepted by the City subject to all easements, rights of way, restrictions, conditions, zoning, exceptions, rights, reservations, encumbrances, obligations and other matters appearing of record on the date of this Supplemental Special Warranty Deed and Easement (collectively, the "Conditions").

All valorem taxes on *Parcel I* will be paid by the City.

TO HAVE AND TO HOLD *Parcel I*, together with, all and singular, the rights and appurtenances thereto in anywise belonging, to the City and the City's successors and assigns; and subject to the Conditions, Cosa does hereby bind Cosa and Cosa's successors and assigns to specially warrant and forever defend title to *Parcel I* against every person whomsoever lawfully claiming or to claim the same, or any part thereof by, through or under Cosa, but not otherwise.

WITNESS the signature of Cosa on this 9th day of May, 2023.

COSA PROPERTIES, LLC

By: [Signature]
Thomas A. Cook, Member/Manager

By: [Signature]
C. Ted Sanderson, Jr., Member/Manager

STATE OF MISSISSIPPI

COUNTY OF Madison

Personally appeared before me, the undersigned authority in and for said County and State, on this 10th day of May, 2023, within my jurisdiction, the within named Thomas A. Cook, who acknowledged to me that he is a Member/Manager of Cosa Properties, LLC, a Mississippi limited liability company, and that for and on behalf of such company, and as the act and deed of the company, he executed the above and foregoing Special Warranty Deed, after first having been duly authorized by said limited liability company so to act.



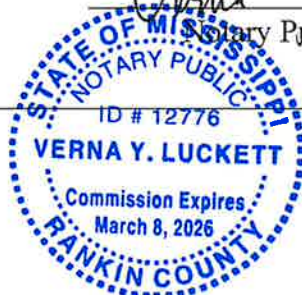
[Signature]
Notary Public

My Commission Expires: _____

STATE OF MISSISSIPPI

COUNTY OF Hinds

Personally appeared before me, the undersigned authority in and for said County and State, on this 9th day of May, 2023, within my jurisdiction, the within named C. Ted Sanderson, Jr., who acknowledged to me that he is a Member/Manager of Cosa Properties, LLC, a Mississippi limited liability company, and that for and on behalf of such company, and as the act and deed of the company, he executed the above and foregoing Special Warranty Deed, after first having been duly authorized by said limited liability company so to act.



[Signature]
Notary Public

My Commission Expires: _____



MEMORANDUM

TO: HONORABLE MAYOR BUTCH LEE AND BOARD OF ALDERMEN
FROM: GEORGINNA KEENUM
DATE: 05/10/2023
SUBJECT: GREEN OAK NURSERY AGREEMENT

Consideration to approve a professional services agreement with Green Oak Nursery for City Hall plant maintenance and authorize the Mayor to execute the same.

ATTACHMENTS:

1. Green Oak Nursery

Green Oak Garden Center LLC

P.O. Box 12219

Jackson, MS. 39236

Estimate

Date	Estimate #
5/9/2023	6264

Name / Address
City of Brandon Georganna Keenum 1000 Municipal Drive Brandon, MS 39042

P.O. No.	Rep
	KC

Description	Qty	Rate	Total
Contract with City of Brandon Scope of work: Maintaining client's interior plants every 2 weeks Plant inventory: 2 - 14" Splitleaf Philodendrons 1 - 24" Fiddleleaf Fig 2 - 14" Snake plants 1 - 14" Peace Lily (Maintenance includes watering, disease and pest control, cleanliness of plants and containers) Guaranteed Monthly Interior Maintenance June 1, 2023 - May 31, 2024 \$125.00 per month		125.00	125.00
		Subtotal	\$125.00

Due to expenditures we are requesting a 50% deposit upon approval. We accept all major credit cards with a 3% usage fee. Thank you for your business!

Sales Tax (0.0%) \$0.00

Total \$125.00

INTERIOR PLANT MAINTENANCE CONTRACT

Thank you for accepting our services. We recommend our program as the most practical and economical way to obtain and maintain beautiful indoor plantings.

1. City of Brandon (hereinafter referred to as "Client") will pay to Green Oak Garden Center a \$ 125.00 per month charge for guaranteed maintenance of the interior foliage plants through May 31, 2024. Cleaning and extra work done will be billed out at \$ 52.00 /per man hour plus materials, with prior written approval from client.
2. Payments for maintenance services are billed monthly in advance. Payment for purchased plants, delivery and installation is billed immediately following installation. Client agrees to pay Green Oak Garden Center the amount that is due and owing under the terms of this contract within thirty (30) days of the billing date. A late payment not postmarked by the next billing date will incur service and finance charges at the rate allowed by the law.
3. This agreement will continue for the time specified in the attached proposal. At the end of this period, the contract may be canceled by either party, renegotiated, or continued for another agreed upon period. The canceled contract will require a written thirty (30) day notice by either party concerned.
4. We reserve the right to renegotiate annually our maintenance charges to reflect recognized and significant changes, if any, in operating cost. If payment for the installation of plants and containers is delayed more than sixty (60) days, and in our judgment payment will not be forthcoming, the client agrees that we have the right to enter his premises to recover all the plants and containers owned by Green Oak Garden Center.

5. Green Oak Garden Center agrees to perform the following care and maintenance of the interior foliage plants on a bi-weekly basis within normal working hours:

- a. Fertilize and clean all plants as necessary
- b. Keep all plants polished, trimmed, and oriented to proper light
- c. Remove debris from planters and maintain all planters in a neat and orderly manner
- d. Remove any damaged or unsightly foliage
- e. Prevent damage to surrounding floors, walls, and furniture from water and/or moisture
- f. Keep all plants free from disease and insects
- g. Provide replacements for plants that become unsightly
- h. Provide chemicals, fertilizers, insecticides, and food additives as needed
- i. In the event that excessive insecticide spraying is necessary, Green Oak Nursery will perform this operation after regular working hours, evenings, or weekends, to insure the greatest protection of the employees and customers

6. Client agrees to provide Green Oak Garden Center with access to hot and cold running water and access to all plants for maintenance purposes during normal working hours unless negotiated otherwise.

7. Green Oak Garden Center will not be responsible for plants if loss is due to the following reasons:

- a. Watering or other well-meaning care by other than the Green Oak Garden Center personnel
- b. Accidental or malicious damage to plants or containers by cleaning personnel or other persons
- c. Lack of building heating or cooling to the extent that the damage would affect the health of the plant
- d. Theft or mysterious disappearance of the plants
- e. Fire
- f. Moving of plants to a different location without prior approval
- g. Lowering of light levels below those originally specified at the time of service initiation

ERIC MCKIE / OWNER

P.O. BOX 12219 • JACKSON, MISSISSIPPI 39236
5009 OLD CANTON RD • JACKSON, MISSISSIPPI 39211

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8. Green Oak Garden Center will carry \$100,000.00 liability insurance to cover damages which may occur as a direct result of maintenance by Green Oak Garden Center personnel.

9. Green Oak Garden Center employees will dress and perform in a professional manner relative to the work performed.

10. Green Oak Garden Center is contracted to provide the professional skill necessary for this proper care. Thus it is most important that no one water, trim, care for, or attempt any other quality care of the plants. Also, it is important to note that a casual cup of coffee or cola, cigarette butt, soapy cleaning solutions or any number of other materials discarded into the containers could be possibly fatal to the plant. During the first week or two, a new plant will usually undergo a slight shock from being moved into a new environment. Please do not be concerned, as the maintenance technician will adjust the plant to its new environment. Again, it is urgently requested that all plants be left alone.

11. It shall be understood and agreed that during the term of this agreement, and for ninety (90) days thereafter, the CLIENT shall not, directly or indirectly, hire any person employed by Green Oak Garden Center.

If any provision of this contract is held invalid, illegal, or unenforceable, the remaining provisions will in no way be affected or impaired, and if possible, any invalid, illegal or unenforceable provision will be limited or interpreted to the minimum extent necessary to cure its defect.

CLIENT:
City of Brandon

SERVICE PROVIDER:
Green Oak Garden Center, LLC

Company Representative

Company Representative

Date

Date

LANDSCAPE • MAINTENANCE • NURSERY • FLORIST • INTERIORSCAPE • RENTALS • CHRISTMASCAPE



MEMORANDUM

TO: BOARD OF ALDERMEN
FROM: MAYOR BUTCH LEE
ANGELIA PRYOR, OFFICE OF THE MAYOR
BOARD AGENDA: MAY 15, 2023
SUBJECT: RESCIND BOARD ACTION – GUNNER CONSTRUCTION SERVICES, LLC

Asking for your consideration to rescind the Board action for the professional services agreement with Gunner Construction Services for assembly of existing materials associated with the erection of a shop at the Quarry Park Complex approved at the May 1, 2023, under section 5.3.

Gunner Construction Services was unable to provide all the necessary documentation as needed for providing services for the city.

Thank you for your consideration in this matter. Please let us know if you have any questions.

ATTACHMENTS



MEMORANDUM

TO: HONORABLE MAYOR BUTCH LEE AND BOARD OF ALDERMEN
FROM: BUTCH LEE
DATE: 05/11/2023
SUBJECT: H.B. REPEALER EXTENSION

Spread onto the minutes action from the 2023 Legislative Session regarding H.B. No. 1521 (2% food and beverage) extending the repealer to July 1, 2028 and H.B. No. 1325 (3% hotel) extending the repealer to July 1, 2034.

ATTACHMENTS:

1. HB1521SG
2. HB1325SG

By: Representatives Yancey, Stamps

To: Local and Private
Legislation

HOUSE BILL NO. 1521

1 AN ACT TO AMEND CHAPTER 946, LOCAL AND PRIVATE LAWS OF 2011,
2 AS AMENDED BY CHAPTER 922, LOCAL AND PRIVATE LAWS OF 2014, AS
3 AMENDED BY CHAPTER 941, LOCAL AND PRIVATE LAWS OF 2016, AS AMENDED
4 BY CHAPTER 935, LOCAL AND PRIVATE LAWS OF 2018, TO EXTEND THE DATE
5 OF REPEAL FROM JULY 1, 2024, TO JULY 1, 2028, ON THE LAW THAT
6 AUTHORIZES THE CITY OF BRANDON, MISSISSIPPI, TO IMPOSE A TAX UPON
7 THE SALE OF PREPARED FOOD AND BEVERAGES IN RESTAURANTS AND BARS
8 WITHIN THE CITY; AND FOR RELATED PURPOSES.

9 BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF MISSISSIPPI:

10 **SECTION 1.** Chapter 946, Local and Private Laws of 2011, as
11 amended by Chapter 922, Local and Private Laws of 2014, as amended
12 by Chapter 941, Local and Private Laws of 2016, as amended by
13 Chapter 935, Local and Private Laws of 2018, is amended as
14 follows:

15 Section 1. Whenever used in this act, unless a different
16 meaning clearly appears in the context, the following terms shall
17 have the following meanings:

18 (a) "Bar" means any bar, tavern or lounge where
19 alcoholic beverages are sold for consumption on the premises.

20 (b) "City" means the City of Brandon, Mississippi.



21 (c) "Governing authority" means the Mayor and Board of
22 Aldermen of the City of Brandon, Mississippi.

23 (d) "Prepared food" means food prepared on the premises
24 of a restaurant or bar for retail sale.

25 (e) "Restaurant" means all places within the corporate
26 limits of the city where prepared food and beverages are sold for
27 consumption, whether such food is consumed on the premises or not.
28 The term "restaurant" does not include any: school; hospital;
29 convalescent or nursing home; restaurant-like facility operated by
30 or in connection with a school, hospital, medical clinic,
31 convalescent or nursing home providing food for students,
32 patients, visitors or their families; or convenience store or
33 service station where the sale of prepared food constitutes less
34 than fifty percent (50%) of the gross sales.

35 Section 2. The governing authority may impose upon persons
36 doing business within the municipality a tax at the rate of two
37 percent (2%) on the gross proceeds of sales of restaurants and
38 bars derived from retail sales of prepared food and beverages.
39 The proceeds of the tax shall be used to promote tourism, parks
40 and recreation. The tax shall be in addition to all other taxes
41 now imposed.

42 Section 3. Before any tax authorized under Section 2 of this
43 act may be imposed, the governing authorities must adopt a
44 resolution declaring their intention to levy the tax and setting
45 forth the amount of the tax and the date upon which the tax shall



46 become effective. The resolution also must call for a referendum
47 to be held on the question and establishing the date of the
48 referendum. Notice of the governing authority's intention must be
49 published once each week for at least three (3) consecutive weeks
50 in a newspaper published or having a general circulation in the
51 city, with the first publication of the notice to be made not less
52 than twenty-one (21) days before the date fixed in the resolution
53 for the referendum and the last publication to be made not more
54 than seven (7) days before the referendum. At the referendum, all
55 qualified electors of the city may vote. The ballots used in the
56 referendum must have printed thereon a brief statement of the
57 amount and purposes of the proposed tax levy and the words "FOR
58 THE FOOD AND BEVERAGE TAX TO FUND THE PROMOTION OF TOURISM, PARKS
59 AND RECREATION" and, on a separate line, "AGAINST THE FOOD AND
60 BEVERAGE TAX TO FUND THE PROMOTION OF TOURISM, PARKS AND
61 RECREATION." The voters shall vote by placing a cross (X) or
62 check (✓) opposite their choice on the proposition. After the
63 results of the referendum have been canvassed by the election
64 commission and certified, if at least sixty percent (60%) of the
65 qualified electors who voted in the election voted in favor of the
66 tax, the city may levy the tax beginning on the first day of the
67 second month following the referendum. Public funds may not be
68 used for the purpose of promoting the adoption of the referendum,
69 and employees of the city, other than elected public officials,
70 may not promote the referendum during business hours.



71 Section 4. (1) On or before the fifteenth day of the month
72 preceding the date on which the city will begin to levy the tax
73 authorized under Section 2 of this act, the governing authorities
74 shall give written notification to the Chairman of the Department
75 of Revenue of the date on which the tax will become effective.

76 (2) The tax must be collected by and paid to the Department
77 of Revenue in the same manner that state sales taxes are computed,
78 collected and paid, and the full enforcement provisions and all
79 other provisions of Chapter 65, Title 27, Mississippi Code of
80 1972, will apply as necessary for the implementation of this act.

81 (3) Except for any amount retained by the Department of
82 Revenue under Section 27-3-58, Mississippi Code of 1972, the
83 revenue from the special tax collected under this act must be paid
84 to the city on or before the fifteenth day of the month following
85 the month in which collected.

86 (4) The proceeds of the tax may not be considered by the
87 city as general fund revenues but must be placed into a special
88 fund apart from the city general fund and any other funds and
89 expended by the city strictly for the purposes prescribed under
90 Section 2 of this act.

91 Section 5. The tax levied under Section 2 of this act may be
92 discontinued by an action of the governing authority adopting a
93 resolution to that effect. The resolution shall be effective
94 beginning on the first day of the month designated in the
95 resolution and the tax levy shall not apply to sales made on and



96 after that date. A certified copy of the resolution shall be
97 furnished to the Department of Revenue at least seven (7) days
98 before its effective date.

99 Section 6. Accounting for receipts and expenditures of the
100 funds herein described shall be made separately from the
101 accounting of receipts and expenditures of the general fund and
102 any other funds of the City of Brandon. The records reflecting
103 the receipts and expenditures of the funds prescribed in this act
104 shall be audited annually by an independent certified public
105 accountant, and the accountant shall make a written report of his
106 audit to the governing authorities. The audit shall be made and
107 completed as soon as practicable after the close of the fiscal
108 year, and expenses of the audit shall be paid from the funds
109 derived in accordance with this act.

110 Section 7. The provisions of this act shall be repealed from
111 and after July 1, * * * 2028.

112 **SECTION 2.** This act shall take effect and be in force from
113 and after its passage.



By: Representatives Yancey, Newman, Powell,
Shanks, Wallace, Weathersby

To: Local and Private
Legislation

HOUSE BILL NO. 1325

1 AN ACT TO AMEND CHAPTER 935, LOCAL AND PRIVATE LAWS OF 2016,
2 AS AMENDED BY CHAPTER 960, LOCAL AND PRIVATE LAWS OF 2018, TO
3 EXTEND THE DATE OF REPEAL FROM JULY 1, 2030, TO JULY 1, 2034, ON
4 THE PROVISION OF LAW THAT AUTHORIZES THE GOVERNING AUTHORITIES OF
5 THE CITY OF BRANDON, MISSISSIPPI, TO LEVY A TAX UPON THE GROSS
6 PROCEEDS OF ROOM RENTALS FROM HOTELS AND MOTELS WITHIN THE CITY
7 FOR THE PURPOSE OF FUNDING AN AMPHITHEATRE AND OTHER ANCILLARY
8 IMPROVEMENTS; AND FOR RELATED PURPOSES.

9 BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF MISSISSIPPI:

10 **SECTION 1.** Chapter 935, Local and Private Laws of 2016, as
11 amended by Chapter 960, Local and Private Laws of 2018, is amended
12 as follows:

13 Section 1. As used in this act:

14 (a) "City" means the City of Brandon, Mississippi.

15 (b) "Costs" as applied to the facilities, means any and
16 all costs of financing or refinancing such facilities and, without
17 limiting the generality of the foregoing, shall include the
18 following:

19 (i) All costs of the establishment, demolition,
20 site development of new and rehabilitated buildings,
21 rehabilitation, reconstruction repair, erection, building,



22 construction, remodeling, expanding, improving, equipping and
23 furnishing of the facilities and all costs incident or related
24 thereto;

25 (ii) The cost of acquiring any property interest
26 in the facilities, including the purchase of any property interest
27 or the cost of any option to purchase;

28 (iii) The cost of architectural, engineering,
29 legal and related services; the cost of the preparation of plans,
30 specifications, studies, surveys and estimates of cost and of
31 revenue; all other expenses necessary or incident to planning,
32 providing or determining the need for or the feasibility and
33 practicability of the facilities or the acquisition of the
34 facilities;

35 (iv) The cost of financing charges, including
36 premiums or prepayment penalties, if any, and interest accrued
37 prior to the acquisition and completion or refinancing of the
38 facilities and after such acquisition and completion or
39 refinancing, and start-up costs related to new facilities; and

40 (v) Any and all costs paid or incurred in
41 connection with the financing or refinancing of the facilities,
42 including out-of-pocket expenses, the cost of financing,
43 legal, accounting, financial advisory and consulting fees,
44 expenses and disbursements; the cost of any policy of insurance;
45 the cost of printing, engraving and reproduction services; and the



cost of the initial or acceptance fee of any trustee or paying agent.

(c) "Facilities" means an amphitheater and other related and ancillary facilities.

(d) "Governing authorities" means the Mayor and Board of Aldermen of the city.

(e) "Hotel" or "motel" means and includes a place of lodging that at any one time will accommodate transient guests on a daily, weekly or monthly basis and that is known to the trade as such, and which is located within the city limits of the city.

(f) "Project" means paying the costs of the acquisition, construction, reconstruction, expanding, improving, furnishing, equipping and repairing of the facilities.

Section 2. (1) For the purpose of providing funds for the acquisition, construction, reconstruction, expanding, improving, furnishing, equipping and repairing of an amphitheater in the city, and for the payment of any debt incurred in connection therewith, there is levied and assessed and shall be collected from every person engaged in operating a hotel or motel, in addition to all other taxes currently being levied, assessed and collected, a tax of three percent (3%) of the gross proceeds of sales of room rentals of hotel and motel rooms for each such hotel and motel.

(2) Persons liable for the tax imposed in this section shall add the amount of the tax to the sales price, as applicable, and,



71 in addition, shall collect, insofar as practicable, the amount of
72 the tax due by them from the person receiving the services at the
73 time of payment for the services.

74 Section 3. (1) The tax shall be collected by and paid to
75 the Department of Revenue in the same manner that state sales
76 taxes are computed, collected and paid, and the full enforcement
77 provisions of Chapter 65, Title 27, Mississippi Code of 1972,
78 shall apply as necessary to the implementation and administration
79 of this act.

80 (2) Except for any amount retained by the Department of
81 Revenue under Section 27-3-58, Mississippi Code of 1972, the
82 proceeds of the tax shall be paid to the city on or before the
83 fifteenth day of the month following the month in which they were
84 collected.

85 (3) Accounting for receipts and expenditures of the revenue
86 from the tax shall be made separately from the accounting of
87 receipts and expenditures of the general fund and any other funds
88 of the city. The records reflecting the receipts and expenditures
89 of the revenue from the tax shall be audited annually by an
90 independent certified public accountant, and the accountant shall
91 make a written report of his audit to the governing authorities.
92 The audit shall be made and completed as soon as practicable after
93 the close of the fiscal year, and expenses of the audit shall be
94 paid from the funds derived pursuant to this act.



95 (4) The proceeds of the tax shall not be considered by the
96 city as general fund revenues and shall be placed into a special
97 fund created separate and apart from any other fund of the city.

98 Section 4. Before any tax authorized under this act may be
99 imposed, the governing authorities shall adopt a resolution
100 declaring their intention to levy the tax, setting forth the
101 amount of the tax to be imposed, the date upon which the tax shall
102 become effective, and calling for an election to be held on the
103 question. The date of the election shall be fixed in the
104 resolution. Notice of such intention shall be published once each
105 week for at least three (3) consecutive weeks in a newspaper
106 published or having a general circulation in the city, with the
107 first publication of the notice to be made not less than
108 twenty-one (21) days before the date fixed in the resolution for
109 the election and the last publication to be made not more than
110 seven (7) days before the election. At the election, all
111 qualified electors of the city may vote, and the ballots used in
112 the election shall have printed thereon a brief statement of the
113 amount and purposes of the proposed tax levy and the words "FOR
114 THE TAX" and, on a separate line, "AGAINST THE TAX," and the
115 voters shall vote by placing a cross (X) or check (✓) opposite
116 their choice on the proposition. When the results of the election
117 shall have been canvassed and certified, the city may levy the tax
118 if sixty percent (60%) of the qualified electors who vote in the
119 election vote in favor of the tax. At least thirty (30) days



before the effective date of the tax provided in this section, the governing authorities shall furnish to the Department of Revenue a certified copy of the resolution evidencing the tax.

Section 5. The city is authorized to incur debt under the provisions of this act or under any existing law authorizing notes or other evidences of debt. The governing authorities, in their discretion, may pledge the revenues derived from the tax levy authorized by this act to repay any indebtedness of the city which the city may be authorized to incur under the laws of the state.

Section 6. Subject to the provisions of this act and provided that there is no indebtedness or obligations outstanding pursuant to the provisions of this act, the tax levied under this act may be discontinued by an action of the governing authority adopting a resolution to that effect. The discontinuance of the tax shall be effective beginning on the first day of the month designated in the resolution and the tax levy shall not apply to sales made on and after that date. A certified copy of the resolution discontinuing the tax shall be delivered to the Department of Revenue at least seven (7) days before the date set in the resolution for the discontinuance of the tax.

Section 7. This act shall be repealed from and after July 1, * * * 2034.

SECTION 2. This act shall take effect and be in force from and after its passage.





MEMORANDUM

TO: HONORABLE MAYOR BUTCH LEE AND BOARD OF ALDERMEN
FROM: BUTCH LEE
DATE: 05/12/2023
SUBJECT: 2023 TRANSPORTATION GRANT SUPPORT

Consideration to approve a general services agreement with Waggoner Engineering for the assistance of preparing a Safe Streets and Roads for All (SS4A) grant application and authorize the Mayor to execute the same.

ATTACHMENTS:

1. 20230512102403
2. Task Order 2_2023 Transportation Grant Support



National Electric Vehicle Infrastructure (NEVI) Formula Program and MDOT Plan

Plan Goal

Position Mississippi to be active in deployment of electric vehicle (EV) charging infrastructure within the state.

NEVI Program

As part of the Bipartisan Infrastructure Law (BIL), the new National Electric Vehicle Infrastructure (NEVI) Formula Program was created. The NEVI program intends to make investments in the electric vehicle (EV) charging infrastructure that will put the United States on a path to a nationwide network of 500,000 EV chargers by 2030 and ensure a convenient, reliable, affordable, and equitable charging experience for all users.

MDOT's total funding is **\$50.5 million** and will be allocated over five years. The federal cost-share for the NEVI Formula Program is 80%.



MDOT

Plan

On September 14, 2022, Mississippi's EV Deployment Plan was approved by the Federal Highway Administration (FHWA). The FY 2022 plan is available at the following locations:

1. https://mdot.ms.gov/portal/electric_vehicle_charging_infrastructure
2. https://www.fhwa.dot.gov/environment/nevi/ev_deployment_plans/

MDOT is currently updating the FY 2023 plan and drafting a Request for Information (RFI). We encourage anyone with information regarding electric vehicle supply equipment (ESVE) to please respond. Continuing coordination with state agencies, stakeholders, and the public is ongoing.



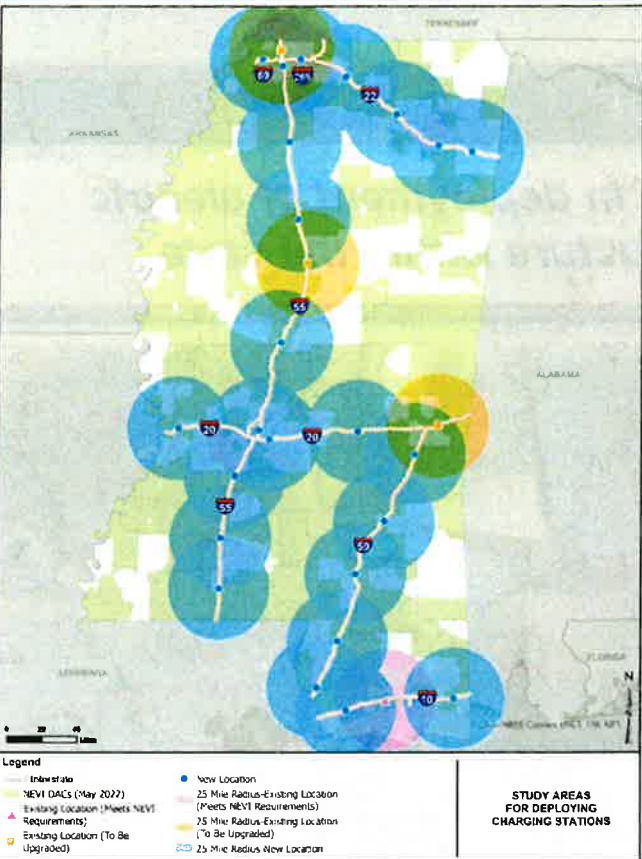
Please continue to visit our website for more details

Please take a moment to complete our engagement survey



Mississippi Electric Vehicle Infrastructure Deployment Timeline

Map 1: Potential Charging Station Locations



Map 2: Alternative Fuel Corridors



- We
are
here!**



- 

- 

- Page 165 of 446

Task Order No. 001	
Additional Pages Attached: 0	
Date of Task Order: _____, _____	
TASK ORDER TO THE GENERAL SERVICES AGREEMENT BETWEEN WAGGONER ENGINEERING, INC. AND CITY OF BRANDON	

This Task Order to the General Services Agreement between Waggoner Engineering, Inc. and City of Brandon dated August 29, 2022 is a part of, and is subject to all the terms and conditions of the Agreement unless specifically provided otherwise herein.

1. **Project Name:** 2023 Transportation Grant Support

2. **Project Number:** 0023204.000

3. **Project Manager for Client:**

4. **Project Manager for Waggoner:** Hayden Overby

5. **Method of Compensation:** Lump Sum

6. **Task Order Estimated Cost:** \$29,500

7. **Scope of Work:** Assist the City in preparation of a Safe Streets and Roads for All (SS4A) Grant Program application for a supplemental Action Plan & Charging and Fueling Infrastructure Discretionary Grant Program application for community electric vehicle (EV) charging infrastructure.

8. **Schedule of Performance** Charging and Fueling Infrastructure Discretionary Grant Program
(see additional pages Deadline - May 30, 2023
attached): Safe Streets and Roads for All (SS4A) Grant Program - July 10, 2023
9. **Approved Subconsultants:** N/A
10. **Special Provisions:**

IN WITNESS WHEREOF, the parties hereto have caused this Task Order to be executed by their duly authorized representatives effective as of the date set forth above.

CITY OF BRANDON

WAGGONER ENGINEERING, INC.



By: _____ Butch Lee _____

By: _____ Zach Adams _____

Title: _____ Mayor _____

Title: _____ Vice President _____



MEMORANDUM

TO: HONORABLE MAYOR BUTCH LEE AND BOARD OF ALDERMEN
FROM: BUTCH LEE
DATE: 05/12/2023
SUBJECT: **CONSIDERATION TO ACCEPT THE COMMITMENT OF FEDERAL**

Consideration to accept the commitment of Federal TA Funds in the amount of \$1,194,563 and authorize a local match (25%) in the amount of \$398,188 for the Grants Ferry Parkway Multi-Use Path.

ATTACHMENTS:

1. City of Brandon - 2023 TA Award Letter



CENTRAL MISSISSIPPI PLANNING AND DEVELOPMENT DISTRICT

1020 Centre Pointe Boulevard • Pearl, Mississippi 39208 • (601) 981-1511 • Fax: (601) 981-1515

William Banks, President
Sally Garland, Vice President
Les Childress, Secretary-Treasurer
Michael Monk, Chief Executive Officer

May 11, 2023

The Honorable Butch Lee
Mayor of Brandon
Post Office Box 1539
Brandon, MS 39043

Dear Mayor Lee:

RE: Commitment of Federal TA Funds

It is my honor to inform you on May 10, 2023, the Metropolitan Planning Organization (MPO) for the CMPDD approved a commitment of Federal Transportation Alternatives (TA) funds to the City of Brandon for the project identified in the table below. We would like to congratulate you on your project being selected.

Project Name:	Grants Ferry Parkway Multi-Use Path
Termini:	Hwy. 471 to Cornerstone Dr.
Federal TA Funding (75%):	\$1,194,563
Local Match (25%):	\$398,188

As you are aware, it is the goal of the Jackson MPO to efficiently utilize federal grant funds allocated to this region in a timely manner. Therefore, the MPO Prospectus document outlines project management guidelines for projects awarded TA funding and establishes target dates projects must comply with for each project phase.

The first project phase following commitment of funds by the MPO is completing the Project Commitment Meeting with MPO staff. We anticipate holding this meeting during the month of May and we will be in touch soon to schedule a meeting date. During this meeting, we will discuss the project timeline in detail as well as the target dates for each phase.

Again, congratulations on receiving this commitment of Federal TA funds. As the MPO staff, we look forward to working with you to complete this much-needed project. If you have any questions regarding the commitment of TA funds to this project, please do not hesitate to contact our office.

Sincerely,

Michael Monk
Chief Executive Officer

MM:sb

cc: Carly Dearman
Matthew Miller



MEMORANDUM

TO: HONORABLE MAYOR BUTCH LEE AND BOARD OF ALDERMEN
FROM: BUTCH LEE
DATE: 05/15/2023
SUBJECT: BRANDON HEIGHTS TIF PUBLIC HEARING

Reset the public hearing regarding the Brandon Heights TIF Project to June 5, 2023 at 6:00 p.m. during the Regular Board Meeting and authorize publication of notice.

ATTACHMENTS:

None



MEMORANDUM

TO: HONORABLE MAYOR BUTCH LEE AND BOARD OF ALDERMEN
FROM:
DATE: 05/12/2023
SUBJECT: **BARLOW & COMPANY, PLLC- GREG VAUGHN, CPA**

ATTACHMENTS:

None



MEMORANDUM

TO: HONORABLE MAYOR BUTCH LEE AND BOARD OF ALDERMEN
FROM: ANGELA BEAN
DATE: 05/11/2023
SUBJECT: FY 2022 AUDIT REPORT

Accept the fiscal year 2022 Audit Report as prepared by Barlow & Company.

ATTACHMENTS:

1. City of Brandon Audit

CITY OF BRANDON, MISSISSIPPI
REPORT ON AUDIT
OF
BASIC FINANCIAL STATEMENTS
For the Year Ended September 30, 2022

BARLOW & COMPANY, PLLC
CERTIFIED PUBLIC ACCOUNTANTS
BRANDON, MISSISSIPPI

CITY OF BRANDON
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For the year ended September 30, 2022

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Barlow & Company, PLLC

Certified Public Accountants

Charles S. Barlow, CPA
Kristi G. Thompson, CPA
Rose L. Williamson, CPA
Hogan E. Allen, CPA
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Lauren M. LaPrade, CPA

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Independent Auditor's Report

Honorable Mayor and Members of the Board of Aldermen
City of Brandon, Mississippi

Report on the Financial Statements

Opinions

We have audited the accompanying financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City of Brandon, Mississippi, as of and for the year ended September 30, 2022, and the related notes to the financial statements, which collectively comprise the City's basic financial statements as listed in the table of contents.

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City of Brandon, Mississippi, as of September 30, 2022, and the respective changes in financial position, and, where applicable, cash flows thereof for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinions

We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the City of Brandon, Mississippi and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the City of Brandon, Mississippi's ability to continue as a going concern for twelve months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.



The CPA: Never Underestimate The Value.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinions. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards and *Government Auditing Standards* will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with generally accepted auditing standards and *Government Auditing Standards*, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the City of Brandon, Mississippi's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the City of Brandon, Mississippi's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis and budgetary comparison information on pages 4-13 and 46-49 be presented to supplement the basic financial statements. Such information is the responsibility of management and, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Supplementary Information

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the City of Brandon, Mississippi's basic financial statements. The accompanying combining and individual nonmajor fund financial statements and schedule of expenditures of federal awards, as required by Title 2 U.S.

Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, are presented for purposes of additional analysis and are not a required part of the basic financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statements. The information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the combining and individual nonmajor fund financial statements and the schedule of expenditures of federal awards are fairly stated, in all material respects, in relation to the basic financial statements as a whole.

Other Information

Management is responsible for the other information included in the annual report. The other information comprises the schedule of surety bonds for municipal officials and other comparison schedules but does not include the basic financial statements and our auditor's report thereon. Our opinions on the basic financial statements do not cover the other information, and we do not express an opinion or any form of assurance thereon.

In connection with our audit of the basic financial statements, our responsibility is to read the other information and consider whether a material inconsistency exists between the other information and the basic financial statements, or the other information otherwise appears to be materially misstated. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report.

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated April 30, 2023, on our consideration of the City of Brandon, Mississippi's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the City of Brandon, Mississippi's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering City of Brandon, Mississippi's City of Brandon, Mississippi's internal control over financial reporting and compliance.

Barlow & Company, PLLC

Brandon, Mississippi
April 30, 2023

**CITY OF BRANDON
MANAGEMENT'S DISCUSSION AND ANALYSIS
FOR THE YEAR ENDED September 30, 2022**

The Discussion and Analysis of the City of Brandon financial performance provides an overall review of the City's financial activities for the year ended September 30, 2022. The intent of this discussion and analysis is to look at the City's financial performance as a whole. Please read it in conjunction with the City of Brandon's financial statements, which follow this section.

FINANCIAL HIGHLIGHTS

Key financial highlights for 2022 were as follows:

Total net position for 2022 increased \$12,229,549 or 24.4% from 2021. Total net position for 2021 increased \$2,781,239 or 5.9% from fiscal year 2021. The increase in 2022 resulted primarily from the increase in governmental activities cash and other assets and business-type activities increase in capital assets.

General revenues accounted for \$22,222,512 and \$22,545,139 in revenue, or 57% and 75% of all revenues for fiscal years 2022 and 2021 respectively. Program specific revenues in the form of charges for services and grants and contributions accounted for \$16,691,821 or 43% for 2022 and \$7,385,584 or 25% of total revenues for 2021. Transfers out to business-type activities totaling \$1,944,1587 were made in 2022.

In the business-type activity of sanitation, sanitation expenses were \$1,697,678 while charges for sanitation services were \$1,939,108. Water and sewer charges for services were \$11,676,124 with expenses of \$12,474,319. Investment income was \$16,847 for 2022. The City received \$600,000 in capital grants and contributions. Transfers in from governmental activities totaling \$1,944,587 were made in 2022.

Long-term debt increased by \$950,021 for fiscal year 2022 and decreased by \$1,228,271 for fiscal year 2021. The increase in 2022 was due to increase in governmental activities long-term liabilities and in 2021 due to decrease in governmental activities long-term debt. Additionally, the liability for compensated absences decreased by \$51,601 in 2022 and decreased by \$39,863 in 2021. The net pension liability was \$21,317,034 and \$16,194,334 for 2022 and 2021 respectively.

Overall, the book value of capital assets increased \$4,589,226 in 2022 and increased by \$4,215,419 for 2021. The changes were due to new construction in progress in 2022 and 2021.

OVERVIEW OF FINANCIAL STATEMENTS

This discussion and analysis is intended to serve as an introduction to the City's basic financial statements. The City's basic financial statements comprise three components: 1) government-wide financial statements, 2) fund financial statements, 3) notes to the financial statements, and 4) required supplementary information.

CITY OF BRANDON
MANAGEMENT'S DISCUSSION AND ANALYSIS
FOR THE YEAR ENDED September 30, 2022

Government-wide financial statements. The government-wide financial statements are designed to provide readers with a broad overview of the City's finances, in a manner similar to a private-sector business. These statements are prepared using the accrual basis of accounting and include all assets and liabilities.

The statement of net position presents information on all the City's assets and liabilities, with the difference between the two reported as net position. Over time, increases or decreases in net position may serve as a useful indicator of whether the financial position of the City is improving or deteriorating.

The statement of activities presents information showing how the City's net position changed during the most recent fiscal year. All changes in net position are reported as soon as the underlying event giving rise to the change occurs, regardless of the timing of related cash flows. Thus, revenues and expenses are reported in this statement for some items that will only result in cash flows in future fiscal years.

The government-wide financial statements outline functions of the City that are principally supported by property taxes and intergovernmental revenues (governmental activities) and water, sewer, and sanitation charges (proprietary activities). The governmental activities of the City include general government, public safety, public works, and interest on long-term debt.

The government-wide financial statements are included in this report.

Fund financial statements. A fund is a grouping of related accounts that is used to maintain control over resources that have been segregated for specific activities or objectives. The City uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements. All of the funds of the City can be divided into two categories: governmental and proprietary funds.

Governmental funds. Governmental funds are used to account for essentially the same functions reported as governmental activities in the government-wide financial statements. However, unlike the government-wide financial statements, governmental fund financial statements focus on current spendable resources, as well as on balances of spendable resources available at the end of the fiscal year. Such information may be useful in evaluating the City's current financing requirements. Government funds are reported using modified accrual accounting. This method of accounting measures cash and other assets that can be easily converted to cash. The Governmental Funds Statements provide a detailed short-term view of the City's operations.

Because the focus of governmental funds is narrower than that of the government-wide financial statements, it is useful to compare the information presented for governmental funds with similar information presented for governmental activities in the government-wide financial statements. By doing so, readers may better understand the long-term impact of the City's current financing decisions. Both the governmental fund balance sheet and the governmental fund statement of revenues, expenditures, and changes in fund

CITY OF BRANDON
MANAGEMENT'S DISCUSSION AND ANALYSIS
FOR THE YEAR ENDED September 30, 2022

balances provide a reconciliation to facilitate this comparison between governmental funds and governmental activities. The reconciliations are presented elsewhere in the auditor's report.

The basic governmental fund financial statements can be found in this report.

Proprietary funds. The City of Brandon maintains one type of proprietary fund, the enterprise fund. The Enterprise fund is used to report the same functions presented as business-type activities in the government-wide financial statements. The City uses the enterprise fund to account for its Water and Sewer operations as well as sanitation.

Proprietary funds provide the same type of information as the government-wide financial statements, only in more detail.

The basic proprietary fund financial statements can be found in this report.

Notes to the financial statements. The notes provide additional information that is essential to a full understanding of the data provided in the government-wide and fund financial statements. The notes to the financial statements can be found in this report.

Required supplementary information. In addition to the basic financial statements and accompanying notes, this report also presents certain required supplementary information concerning the City's budget process.

The City adopts an annual operating budget for all governmental funds and proprietary funds. Budgetary comparison statements have been provided for the General Fund and the Enterprise Fund. This required supplementary information is included elsewhere in this report.

GOVERNMENT-WIDE FINANCIAL ANALYSIS

The Statement of Net position and the Statement of Activities report information about the City as a whole and about its activities and may serve over time as a useful indicator of the City's financial position. These statements include all of the City's assets and liabilities resulting from the use of the accrual basis of accounting and economic resources focus of measurement.

Net position. The City's combined net position, on the accrual basis of accounting and economic resources measurement focus, increased from \$50,190,923 to \$62,420,473 between fiscal years 2021 and 2022. This increase is the result of the change in net position from operations of \$12,229,549.

Table 1 reflects condensed information on the City's net position.

CITY OF BRANDON

The Statement of Net position and the Statement of Activities report information about the City as a whole and about its activities and may serve over time as a useful indicator of the City's financial position. These statements include all of the City's assets and liabilities resulting from the use of the accrual basis of accounting and economic resources focus of measurement.

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Table 1 reflects condensed information on the City's net position.

[illegible]

CITY OF BRANDON

[illegible]

CITY OF BRANDON
MANAGEMENT'S DISCUSSION AND ANALYSIS
FOR THE YEAR ENDED September 30, 2022

Table 2											
Changes in Net Position											
2022											
	Governmental Activities		Business-type Activities		Total						Percent Change
	2022	2021	2022	2021	2022	2021			2022	2021	
Revenues:											
Program revenues:											
Charges for services	\$ 10,353,777	6,428,828	13,615,232	11,546,862	23,969,009	17,975,690			33.34%		
Operating grants	35,347	59,674	600,000	7,500	635,347	67,174			845.82%		
Capital grants	6,302,697	897,082			6,302,697	897,082			602.58%		
General revenues:											
Sales and use taxes	9,713,918	8,853,705			9,713,918	8,853,705			9.72%		
Property taxes	8,321,349	8,159,389			8,321,349	8,159,389			1.98%		
Other	4,187,245	5,532,046	1,961,434	54,676	6,148,679	5,586,722			10.06%		
Total Revenues	38,914,333	29,930,724	16,176,666	11,609,038	55,090,999	41,539,762			32.62%		
Program Expenses:											
General government	2,293,162	2,860,111			2,293,162	2,860,111			-19.82%		
Public safety	6,783,455	11,315,279			6,783,455	11,315,279			-40.05%		
Public services	4,003,018	3,485,811			4,003,018	3,485,811			14.84%		
Culture and recreation	13,793,667	7,860,867			13,793,667	7,860,867			75.47%		
Water and sewer			12,474,319	10,339,370	12,474,319	10,339,370			20.65%		
Sanitation			1,697,678	1,345,427	1,697,678	1,345,427			26.18%		
Interest and fiscal charges	1,816,151	1,551,655			1,816,151	1,551,655			17.05%		
Total Expenses	28,689,453	27,073,723	14,171,997	11,684,797	42,861,450	38,758,520			10.59%		
Change in Net Position \$	10,224,880	2,857,001	2,004,669	-75,759	12,229,549	2,781,242			339.72%		
Net Position, beginning	30,373,583	27,516,582	19,817,341	19,893,100	50,190,924	47,409,682			5.87%		
Net Position, ending	\$ 40,598,463	30,373,583	21,822,010	19,817,341	62,420,473	50,190,924			24.37%		

CITY OF BRANDON
MANAGEMENT'S DISCUSSION AND ANALYSIS
FOR THE YEAR ENDED September 30, 2022

Governmental Activities. Revenues for the City's governmental activities for the year ended September 30, 2022 were \$38,914,333 compared to \$29,930,723 in 2021. Program revenues increased 30% primarily as a result of an increase in charges for services in culture and recreation programs and capital grants in public services. General revenues are, for the most part, comprised of sales and use taxes and property taxes (82%).

The cost of providing all governmental activities for 2022 was \$28,689,453 and for 2021 was \$27,073,723, an increase of \$1,615,730 for 2022 and an increase of \$9,229,835 for 2021. Of this amount, general government expenses decreased \$566,949 in 2022 and increased \$832,784 in 2021; public safety expenses decreased \$4,531,824 for 2022 and increased \$4,143,731 for 2021; public services expenses increased \$517,207 in 2022 and increased \$915,405 in 2021; culture and recreation expenses increased \$5,932,800 in 2022 and increased \$3,174,964 in 2021; and interest on long-term debt expenses increased \$264,496 in 2022 and increased \$162,951 in 2021.

The City's largest programs are public safety, culture and recreation, public services, and general government. Expenses exceeding revenues are offset by general revenues generated by taxes, investment income and other general revenues.

Business-type Activities. Revenues for business-type activities are primarily comprised of charges for services (84%). Charges for services for the City's business-type activities were \$13,615,232 for 2022 and \$11,546,862 for 2021, an increase of \$2,068,370 in 2022 and an increase of \$431,090 for 2021. Revenue from capital grants was \$600,000 in 2022 compared to \$7,500 for 2021.

The costs of these business-type activities were \$14,171,997 and \$11,684,797 for 2022 and 2021 respectively, an increase of \$2,487,200 in 2022 due to increases in water and sewer costs and sanitation costs; and an increase of \$1,978,450 in 2021 due to increases in water and sewer costs and sanitation costs.

FINANCIAL ANALYSIS OF THE CITY'S FUNDS

As noted earlier, the City uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements.

Governmental funds. The focus of the City's governmental funds is to provide information on current inflows, outflows and balances of spendable resources. Such information is useful in assessing the city's financing requirements. In particular, unassigned fund balance may serve as a useful measure of the City's net resources available for spending at the end of the fiscal year. The financial performance of the City as a whole is reflected in its governmental funds. As the City completed the year, its governmental funds reported a combined fund balance of \$27,656,996, an increase of \$8,877,889. The fund balance consists of \$21,228,894 or 76.76% which is restricted for specific purposes which are externally imposed, \$16,975 or .06% is committed for specific purposes internally imposed by the City; \$3,999 or 0.01% is assigned for specific purposes that can be expressed by the Board of Alderman or by an official to which the Board delegates. At the

**CITY OF BRANDON
MANAGEMENT'S DISCUSSION AND ANALYSIS
FOR THE YEAR ENDED September 30, 2022**

end of the year, the amount of fund balance unassigned, which is available for spending for any purpose, is \$6,407,128 or 23.17%.

BUDGETARY HIGHLIGHTS

The City's budget is prepared according to Mississippi law and is based on accounting for certain transactions on a basis of cash receipts, disbursements, and encumbrances. The most significant budgeted fund is the General Fund.

Over the course of the year, the City revised the annual operating budget. Schedules showing the original and final budget amounts compared to the City's actual financial activity for the General Fund and Enterprise Fund are provided in this report as required supplementary information.

CAPITAL ASSETS AND DEBT ADMINISTRATION

Capital assets. As of September 30, 2022, the City's total capital assets were \$175,653,436 including land, city buildings, infrastructure, vehicles and furniture and equipment. This amount represents an increase of \$10,177,712 for 2021 to 2022. The accumulated depreciation as of September 30, 2022 was \$68,607,616 and total depreciation expense for the year was \$5,875,575.

CITY OF BRANDON
MANAGEMENT'S DISCUSSION AND ANALYSIS
FOR THE YEAR ENDED September 30, 2022

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**CITY OF BRANDON
MANAGEMENT'S DISCUSSION AND ANALYSIS
FOR THE YEAR ENDED September 30, 2022**

CURRENT ISSUES

Update on the Department of the Army Corp of Engineers grant agreement (Section 592)

Environmental assessments have been completed and a test well will be constructed soon to ensure the site is a viable location for a new water well and tower. This well and tower will be in the North-East quadrant of the city and will be referred to as the Cornerstone Water Well & Tower Project.

Downtown Revitalization Continues

Projects continue and will include Tamberline, Mary Ann and Felicity Streets for improvements to streets and additional sidewalks.

Water/Sewer Line Replacement Project (Hwy 80 at Value Road)

The city awarded a bid for the replacement of a water and sewer line to Utility Constructors in the amount of \$369,298.00 on April 3, 2023. This project is a precursor to an MDOT project for the replacement of the bridge over the railroad tracks on Hwy 80 that is scheduled to be let in June 2023.

Asphalt Project 2023

A bid was awarded to Adcamp in the amount of \$1.7 million dollars for milling and resurfacing of twenty-five (25) streets within the city. The Rankin County Board of Supervisors committed \$900,000 to assist in funding this project and the remainder will be paid from House Bill 1 proceeds.

Civic Center Audio Visual and Lighting Upgrades

The board of aldermen awarded bids for lighting and audio-visual upgrades to the Civic Center at the Municipal Complex and the work will begin in fiscal year 2023. This project will be partially funded by money received from Senate Bill 2971, 2021 Regular Legislative Session.

Orleans Way TIF Project

This Tax Increment Financing Plan for Orleans Way, City of Brandon, Mississippi will be an undertaking of the City of Brandon authorized pursuant to Sections 21-45-1, et. Seq., MS Code 1972 as amended. The Developer proposes to develop 112-acre, mixed use development in the city including a grocery store, hotel, car dealership, senior living, office space, retail, restaurants and on-site infrastructure necessary to support the development with construction of a road extending Orleans Way. Site preparation is currently under way and the installation of a bridge and waterlines have been installed. The City has not issued bonds for this project at this time.

CONTACTING THE CITY'S FINANCIAL MANAGEMENT

This financial report is designed to provide our citizens, taxpayers, creditors, and investors with a general overview of the City of Brandon's finances and to show the City's accountability for the money it receives. If you have any questions about this report or need additional financial information, contact Angela Bean, City Clerk at (601) 825-5021.

CITY OF BRANDON
STATEMENT OF NET POSITION
September 30, 2022

	Primary Government		
	Governmental	Business-Type	Totals
	Activities	Activities	
ASSETS			
Cash and cash equivalents	\$ 6,648,477	\$ 2,154,387	\$ 8,802,864
Receivables:			
Accounts receivable, net of allowance for uncollectible accounts	-	1,659,756	1,659,756
Ad valorem	278,758	-	278,758
Current sales tax	1,684,371	-	1,684,371
Franchise tax	240,847	-	240,847
Other receivables	91,937	-	91,937
Inventory	-	242,607	242,607
Internal balances	14,998	(14,998)	-
Restricted cash and cash equivalents	19,747,898	845,752	20,593,650
Capital assets, net	75,077,056	31,968,764	107,045,820
Total assets	<u>103,784,342</u>	<u>36,856,268</u>	<u>140,640,610</u>
DEFERRED OUTFLOWS OF RESOURCES			
Deferred outflows related to bond refunding	892,921	-	892,921
Deferred outflows related to pensions	5,602,465	1,015,757	6,618,222
Total deferred inflows of resources	<u>\$ 6,495,386</u>	<u>\$ 1,015,757</u>	<u>\$ 7,511,143</u>

See accompanying notes to financial statements.

CITY OF BRANDON
STATEMENT OF NET POSITION
September 30, 2022

	Primary Government		
	Governmental	Business-Type	Totals
	Activities	Activities	
LIABILITIES			
Accounts payable	\$ 458,557	\$ 687,165	\$ 1,145,722
Accrued payroll liabilities	13,933	8,892	22,825
Deposits payable	-	845,752	845,752
Liabilities payable from restricted assets:			
Accounts payable	34,587	8,983	43,570
Accrued interest payable	279,044	8,983	288,027
Long-term liabilities, due within one year:			
Capital improvement loan	-	402,289	402,289
Obligation under capital lease	64,153	139,184	203,337
Bonds payable	3,178,000	120,000	3,298,000
Due in more than one year:			
Capital improvement loan	-	7,945,718	7,945,718
Obligation under capital lease	43,355	140,935	184,290
Bonds payable	39,066,006	1,440,000	40,506,006
Other long-term liabilities	2,500,000	-	2,500,000
Compensated absences	323,712	81,973	405,685
Net pension liability	18,045,322	3,271,712	21,317,034
Total liabilities	<u>64,006,669</u>	<u>15,101,586</u>	<u>79,108,255</u>
DEFERRED INFLOWS OF RESOURCES			
Deferred inflows related to pensions	5,231,113	948,429	6,179,542
Developer construction advances	31,509	-	31,509
Deferred inflows - unearned revenues	411,974	-	411,974
Total deferred inflows of resources	<u>5,674,596</u>	<u>948,429</u>	<u>6,623,025</u>
NET POSITION			
Net investment in capital assets	32,725,542	23,359,822	56,085,364
Restricted			
Debt service	4,004,129	-	4,004,129
Capital activities	7,830,892	-	7,830,892
Other	7,881,368	-	7,881,368
Unrestricted	(11,843,468)	(1,537,812)	(13,381,280)
Total net position	<u>\$ 40,598,463</u>	<u>\$ 21,822,010</u>	<u>\$ 62,420,473</u>

See accompanying notes to financial statements.

CITY OF BRANDON
STATEMENT OF ACTIVITIES
For the year ended September 30, 2022

Function / Programs	Program Revenues			Net (Expense) Revenue and Changes in Net Position		
	Charges for Services	Operating Grants and Contributions	Capital Grants and Contributions	Primary Government		
				Governmental Activities	Business-Type Activities	Totals
Primary Government						
Governmental activities						
General government	\$ 2,293,162	\$ -	\$ -	\$ (2,217,036)	\$ -	\$ (2,217,036)
Public safety	6,783,455	35,347	1,056,136	(5,376,025)	-	(5,376,025)
Public services	4,003,018	-	5,246,561	1,406,594	-	1,406,594
Culture and recreation	13,793,667	-	-	(3,995,014)	-	(3,995,014)
Debt service - interest and fiscal charges	1,816,151	-	-	(1,816,151)	-	(1,816,151)
Total governmental activities	28,689,453	35,347	6,302,697	(11,997,632)	-	(11,997,632)
Business-type activities						
Water and sewer	12,474,319	-	600,000	-	(198,195)	(198,195)
Sanitation	1,697,678	-	-	-	241,430	241,430
Total business-type activities	14,171,997	-	600,000	-	43,235	43,235
Total primary government	\$ 42,861,450	\$ 35,347	\$ 6,902,697	(11,997,632)	43,235	(11,954,397)
General revenues						
Taxes						
Sales and use taxes				9,713,918	-	9,713,918
Property taxes				8,321,349	-	8,321,349
Franchise fees				938,858	-	938,858
Other taxes and shared revenue				4,600,576	-	4,600,576
Investment income				122,623	16,847	139,470
Other				469,775	-	469,775
Transfers				(1,944,587)	1,944,587	-
Total general revenues and other				22,222,512	1,961,434	24,183,946
Change in net position				10,224,880	2,004,669	12,229,549
Net Position, September 30, 2021				30,373,583	19,817,341	50,190,924
Net Position, September 30, 2022				\$ 40,598,463	\$ 21,822,010	\$ 62,420,473

See accompanying notes to financial statements.

**CITY OF BRANDON
BALANCE SHEET
GOVERNMENTAL FUNDS
September 30, 2022**

	General Fund	Debt Service Fund	Capital Projects Fund	Amphitheater Fund	Other Nonmajor Funds	Total Governmental Funds
ASSETS						
Cash and cash equivalents	\$ 4,842,681	\$ 3,270,942	\$ 7,863,229	\$ 1,148,672	\$ 4,017,477	\$ 21,143,001
Receivables						
Ad valorem and road taxes	194,138	84,620	-	-	-	278,758
Current sales tax	1,684,371	-	-	-	-	1,684,371
Franchise tax	109,604	-	-	-	-	109,604
Other receivables	6,468	-	-	85,469	-	91,937
Restricted cash	5,253,374	-	-	-	-	5,253,374
Internal Balances - due from other funds	89,860	36,940	-	-	-	126,800
Total Assets	12,180,496	3,392,502	7,863,229	1,234,141	4,017,477	28,687,845
LIABILITIES AND FUND BALANCES						
Liabilities						
Accounts payable	374,447	2,250	32,337	70,282	13,825	493,141
Accrued wages payable	12,771	-	-	1,161	-	13,932
Internal Balances - due to other funds	111,802	-	-	-	-	111,802
Unearned revenues	-	-	-	411,974	-	411,974
Total Liabilities	499,020	2,250	32,337	483,417	13,825	1,030,849
Fund Balance						
Restricted	5,253,374	3,390,252	7,830,892	750,724	4,003,652	21,228,894
Committed	16,975	-	-	-	-	16,975
Assigned	3,999	-	-	-	-	3,999
Unassigned	6,407,128	-	-	-	-	6,407,128
Total Fund Balances	11,681,476	3,390,252	7,830,892	750,724	4,003,652	27,656,996
Total Liabilities and Fund Balances	\$ 12,180,496	\$ 3,392,502	\$ 7,863,229	\$ 1,234,141	\$ 4,017,477	\$ 28,687,845

See accompanying notes to financial statements.

CITY OF BRANDON
RECONCILIATION OF THE BALANCE SHEET TO THE STATEMENT OF NET POSITION
GOVERNMENTAL FUNDS
September 30, 2022

Total fund balances - governmental funds	\$	27,656,996
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Total net position reported for governmental activities in the statement of net position is different because:

Capital assets used in governmental activities are not financial resources and therefore are not reported in the governmental funds:

Governmental capital assets	113,871,655	
Less accumulated depreciation	<u>(38,794,599)</u>	75,077,056

Certain items are not available to pay for current period expenditures and, therefore, are either deferred or not applicable to funds.

Deferred outflows and inflows related to pensions	371,352	
Deferred outflows related to bond refunding	892,921	
Receivable on franchise taxes	131,243	

Certain items are not due and payable in the current period and, therefore, are either deferred or not reported in the governmental funds.

Interest payable	(279,046)	
Deferred inflows for developer construction advances	(31,509)	

Long-term liabilities (including currents portion due) are not due and payable in the current period and accordingly are not reported in the governmental funds.

(63,220,550)

Net position of governmental activities	\$	<u><u>40,598,463</u></u>
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CITY OF BRANDON
STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES
GOVERNMENTAL FUNDS
For the year ended September 30, 2022

	General Fund	Debt Service Fund	Capital Projects Fund	Amphitheater Fund	Other Nonmajor Funds	Total Governmental Funds
Revenues						
Property tax	\$ 5,727,461	\$ 2,871,394	\$ -	\$ -	\$ -	\$ 8,598,855
Sales tax	7,915,838	-	-	-	-	7,915,838
Sales tax - restaurants & hotels	1,553,851	-	-	-	-	1,553,851
Franchise tax	807,615	-	-	-	-	807,615
Licenses and permits	208,121	-	-	-	-	208,121
State shared revenues	2,174,335	-	6,235,667	-	1,397,021	9,807,023
County shared revenues	1,090,821	-	-	-	-	1,090,821
Charges for services	178,078	-	-	9,651,631	-	9,829,709
Fines and forfeitures	315,947	-	-	-	-	315,947
Other revenues	359,656	13,798	22,589	8,771	20,527	425,341
Total Revenues	20,331,723	2,885,192	6,258,256	9,660,402	1,417,548	40,553,121
Expenditures						
Current (operating)						
General government	2,154,229	-	-	-	-	2,154,229
Public safety	6,713,357	-	-	-	34,391	6,747,748
Public services	2,706,127	-	-	-	-	2,706,127
Culture and recreation	2,464,359	-	-	9,333,293	-	11,797,652
Capital outlay	4,165,965	-	147,811	172,654	945,233	5,431,663
Debt service						
Principal	59,982	2,176,000	-	-	-	2,235,982
Interest and fiscal charges	-	1,487,832	-	-	19,437	1,507,269
Total Expenditures	18,264,019	3,663,832	147,811	9,505,947	999,061	32,580,670
Excess of revenues over (under) expenditures	2,067,704	(778,640)	6,110,445	154,455	418,487	7,972,451
Other financing sources and uses, including transfers						
Proceeds from debt issuance	-	4,618,000	-	-	2,500,000	7,118,000
Payments to bond escrow agent	-	(4,421,159)	-	-	-	(4,421,159)
Proceeds from sale of assets	153,184	-	-	-	-	153,184
Transfers in (out)	(766,515)	1,482,872	(1,944,982)	78,475	(794,437)	(1,944,587)
Total other financing sources and (uses)	(613,331)	1,679,713	(1,944,982)	78,475	1,705,563	905,438
Net change in fund balances	1,454,373	901,073	4,165,463	232,930	2,124,050	8,877,889
Fund Balances, September 30, 2021	10,227,103	2,489,179	3,665,429	517,795	1,879,602	18,779,108
Fund Balances, September 30, 2022	\$ 11,681,476	\$ 3,390,252	\$ 7,830,892	\$ 750,725	\$ 4,003,652	\$ 27,656,997

See accompanying notes to financial statements.

CITY OF BRANDON
RECONCILIATION OF THE STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCE TO THE STATEMENT OF ACTIVITIES
GOVERNMENTAL FUNDS

For the year ended September 30, 2022

Net change in fund balances - governmental funds	\$	8,877,889
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Amounts reported for governmental activities in Statement of
 Activities are different because:

Governmental funds report capital outlays as expenditures.

However, in the statement of activities, the cost of capital assets
 is depreciated over their estimated useful lives. In the current
 period, these amounts are:

Capital outlay	\$	4,847,363	
Depreciation expense		<u>(3,841,552)</u>	1,005,811

Some revenues and expenses reported in the statement of activities are
 not available for spending or do not require the use of current
 resources, and, therefore are not reported as revenues or
 expenditures in the governmental funds.

Change in compensated absences		34,375	
Pension expense for the current period		923,932	
Interest expense and deferred charge amortization		(308,882)	
Change in Long Term Receivables		131,243	
Other revenues (expenses)		21,372	

The issuance of long-term debt (e.g., bonds, leases) provides
 current financial resources to governmental funds, while the
 repayment of the principal of long-term debt consumes the
 current financial resources of governmental funds. Neither
 transaction, however, has any effect on net position. Also,
 governmental funds report the effect of premiums, discounts,
 and similar items when debt is first issued, whereas these
 amounts are deferred and amortized in the statement of activities.

Debt issuance proceeds		(7,118,000)	
Retirement of debt		<u>6,657,141</u>	<u>(460,859)</u>

Change in net position - governmental funds	\$	<u>10,224,881</u>
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See accompanying notes to financial statements.

CITY OF BRANDON
STATEMENT OF NET POSITION
PROPRIETARY FUNDS
September 30, 2022

	Business-Type Activities Enterprise Funds		
	Water & Sewer Fund	Sanitation Fund	Totals
ASSETS			
Current assets			
Cash and cash equivalents	\$ 1,949,932	\$ 204,455	\$ 2,154,387
Receivables			
Accounts receivable, net of allowance for uncollectible accounts	1,375,553	284,203	1,659,756
Inventory	242,607	-	242,607
Total current assets	3,568,092	488,658	4,056,750
Noncurrent assets			
Restricted cash	845,752	-	845,752
Capital assets, net	31,587,568	381,196	31,968,764
Total noncurrent assets	32,433,320	381,196	32,814,516
Total assets	36,001,412	869,854	36,871,266
DEFERRED OUTFLOWS OF RESOURCES			
Deferred outflow related to pensions	1,005,123	10,634	1,015,757
Total deferred outflows of resources	1,005,123	10,634	1,015,757
LIABILITIES			
Current liabilities			
Accounts payable	695,388	760	696,148
Accrued payroll liabilities	8,787	105	8,892
Accrued interest payable	8,983	-	8,983
Internal Balances - due to other funds	14,998	-	14,998
Meter deposits payable	845,752	-	845,752
Current portion of capital improvement loan	402,289	-	402,289
Current portion of capital lease payable	-	139,184	139,184
Current portion of revenue bonds	120,000	-	120,000
Total current liabilities	2,096,197	140,049	2,236,246
Noncurrent liabilities			
Compensated absences	79,593	2,380	81,973
Net pension liability	3,237,462	34,250	3,271,712
Capital improvement loan	7,945,718	-	7,945,718
Revenue bonds	1,440,000	-	1,440,000
Obligation under capital lease	-	140,935	140,935
Total noncurrent liabilities	12,702,773	177,565	12,880,338
Total liabilities	14,798,970	317,614	15,116,584
DEFERRED INFLOWS OF RESOURCES			
Deferred inflows related to pensions	938,500	9,929	948,429
Total deferred inflows of resources	938,500	9,929	948,429
NET POSITION			
Net investment in capital assets	23,119,561	240,261	23,359,822
Unrestricted	(1,850,496)	312,684	(1,537,812)
Total net position	\$ 21,269,065	\$ 552,945	\$ 21,822,010

See accompanying notes to financial statements.

CITY OF BRANDON
STATEMENT OF REVENUES, EXPENSES AND CHANGES IN FUND NET POSITION
PROPRIETARY FUNDS
For the year ended September 30, 2022

	Business-Type Activities Enterprise Funds		
	Water & Sewer Fund	Sanitation Fund	Totals
Operating Revenues			
Charges for services	\$ 11,676,124	\$ 1,939,108	\$ 13,615,232
Total operating revenues	11,676,124	1,939,108	13,615,232
Operating Expenses			
Personnel services	1,503,096	(55,572)	1,447,524
Supplies, services and other charges	8,779,349	1,705,733	10,485,082
Depreciation and amortization	1,990,538	43,486	2,034,024
Total operating expenses	12,272,983	1,693,647	13,966,630
Operating income (loss)	(596,859)	245,461	(351,398)
Nonoperating revenues (expenses)			
Capital grant	600,000	-	600,000
Interest income	16,447	400	16,847
Interest expense and bond fees	(201,336)	(4,031)	(205,367)
Total nonoperating revenues (expenses)	415,111	(3,631)	411,480
Income (loss) before transfers	(181,748)	241,830	60,082
Transfers	1,944,587	-	1,944,587
Change in net position	1,762,839	241,830	2,004,669
Net Position, September 30, 2021	19,506,226	311,115	19,817,341
Net Position, September 30, 2022	\$ 21,269,065	\$ 552,945	\$ 21,822,010

See accompanying notes to financial statements.

CITY OF BRANDON
STATEMENT OF CASH FLOWS
PROPRIETARY FUNDS
For the year ended September 30, 2022

	Business-Type Activities Enterprise Funds		
	Water & Sewer Fund	Sanitation Fund	Totals
Cash flows from operating activities			
Cash received from customers	\$ 11,556,284	\$ 1,898,465	\$ 13,454,749
Cash payments for goods and services	(9,322,137)	(1,708,297)	(11,030,434)
Cash payments for personnel services	(1,666,409)	(19,693)	(1,686,102)
Net cash provided by operating activities	<u>567,738</u>	<u>170,475</u>	<u>738,213</u>
Cash flows from non-capital financing activities			
Operating transfers (to) from other funds	<u>1,944,587</u>	<u>-</u>	<u>1,944,587</u>
Net cash provided (used) by non-capital financing activities	<u>1,944,587</u>	<u>-</u>	<u>1,944,587</u>
Cash flows from capital and related financing activities			
Proceeds from capital loan and leases	648,037	418,000	1,066,037
Principal paid on notes payable and capital leases	(662,139)	(137,882)	(800,021)
Interest paid on notes and capital leases	(201,336)	(4,031)	(205,367)
Acquisition and construction of capital assets	(4,966,019)	(418,000)	(5,384,019)
Decrease in capital related receivable from other government	2,655,000	-	2,655,000
Proceeds from capital grants	600,000	-	600,000
Net cash used for capital and related financing activities	<u>(1,926,457)</u>	<u>(141,913)</u>	<u>(2,068,370)</u>
Cash flows from investing activities			
Interest on investments	<u>16,447</u>	<u>400</u>	<u>16,847</u>
Net cash provided (used) by investing activities	<u>16,447</u>	<u>400</u>	<u>16,847</u>
Net increase (decrease) in cash and cash equivalents	602,315	28,962	631,277
Cash and cash equivalents, October 1, 2021	<u>2,193,368</u>	<u>175,493</u>	<u>2,368,861</u>
Cash and cash equivalents, September 30, 2022	<u>\$ 2,795,683</u>	<u>\$ 204,455</u>	<u>\$ 3,000,138</u>
Cash and cash equivalents consists of the following statement of net position amounts			
Cash and cash equivalents	\$ 1,949,932	\$ 204,455	\$ 2,154,387
Restricted cash	<u>845,752</u>	<u>-</u>	<u>845,752</u>
Total cash and cash equivalents	<u>\$ 2,795,684</u>	<u>\$ 204,455</u>	<u>\$ 3,000,139</u>

See accompanying notes to financial statements.

CITY OF BRANDON
STATEMENT OF CASH FLOWS
PROPRIETARY FUNDS
For the year ended September 30, 2022

	Business-Type Activities Enterprise Funds		
	Water & Sewer Fund	Sanitation Fund	Totals
Reconciliation of operating income to net cash provided by operating activities			
Operating income (loss)	\$ (596,859)	\$ 245,461	\$ (351,398)
Adjustments to reconcile operating income (loss) to net cash provided by operating activities			
Depreciation	1,990,538	43,486	2,034,024
Changes in assets and liabilities			
(Increase) decrease in accounts receivable, net	(126,302)	(40,643)	(166,945)
(Increase) decrease in inventory	(49,821)	-	(49,821)
(Increase) deferred outflow of resources	(578,338)	3,346	(574,992)
Increase (decrease) in accounts payable	(492,967)	(2,564)	(495,531)
Increase (decrease) in customer meter deposits	6,462	-	6,462
Increase (decrease) in payroll liabilities	(2,613)	(425)	(3,038)
Increase (decrease) in compensated absences	(16,181)	(1,045)	(17,226)
Increase (decrease) in pension liability	823,263	(44,827)	778,436
Increase (decrease) in deferred inflows of resources	(389,444)	(32,313)	(421,757)
Net cash provided (used) by operating activities	\$ <u>567,738</u>	\$ <u>170,475</u>	\$ <u>738,213</u>

See accompanying notes to financial statements.

CITY OF BRANDON
NOTES TO FINANCIAL STATEMENTS
For the year ended September 30, 2022

(1) Reporting Entity and Summary of Significant Accounting Policies

Reporting Entity

The City of Brandon was incorporated on December 19, 1831. The city operates under a mayor-board of aldermen form of government (also known as "code charter form") that provides all of the rights and privileges provided by statute for municipalities. The accounting policies of the City of Brandon conform to generally accepted accounting principles as applicable to governments.

Some organizations are included as component units because of their fiscal dependency on the primary government. An organization is fiscally dependent on the primary government if it is unable to adopt its own budget, levy taxes or set rates or charges, or issue bonded debt without approval by the primary government.

Based on the application of the criteria above, no component units of the City of Brandon were identified.

Financial Statement Presentation

The basic financial statements are prepared in conformity with GAAP, which requires the government-wide financial statements to be prepared using the accrual basis of accounting and the economic resources measurement focus. Government-wide financial statements do not provide information by fund, but distinguish between the City's governmental activities and business-type activities on the statement of net position and statement of activities. The City's statement of net position includes both noncurrent assets and noncurrent liabilities of the City. In addition, the government-wide statement of activities reflects depreciation expense on the City's capital assets, including infrastructure.

In addition to the government-wide financial statements, the City has prepared fund financial statements, which use the modified accrual basis of accounting and the current financial resources measurement focus for the governmental funds. The accrual basis of accounting is utilized by proprietary fund types. Under this method, revenues are recorded when earned and expenses are recorded at the time liabilities are incurred.

The Management's Discussion and Analysis provides an analytical overview of the City's financial activities. In addition, a budgetary comparison schedule is presented that compares the original adopted and final amended General Fund budget with actual results.

Government-Wide and Fund Financial Statements

The government-wide financial statements (i.e., the statement of net position and the statement of activities) report information on all of the activities of the primary government. Governmental activities, which normally are supported by taxes and intergovernmental revenues, are reported separately from business-type activities, which primarily rely on fees and charges for services.

The statement of net position is designed to display the financial position of the primary government (governmental and business-type activities) and its component units. Governments will report all capital assets, including infrastructure, in the government-wide statement of net position and will report depreciation expense in the statement of activities.

The government-wide statement of activities reports expenses and revenues in a format that focuses on the cost of each of the government's functions. Direct expenses are those that are clearly identifiable with a specific activity or program. Program revenues include (1) charges to customers or applicants who purchase, use or directly benefit from goods, services, or privileges provided by a given activity

CITY OF BRANDON
NOTES TO FINANCIAL STATEMENTS
For the year ended September 30, 2022

or program, and (2) grants and contributions restricted to meeting the operational or capital requirements of a particular activity or program. Taxes and other items not properly included among program revenues are reported as general revenues.

Separate financial statements are provided for governmental funds and proprietary funds. Major individual governmental funds and major individual enterprise funds are reported as separate columns in the fund financial statements.

Fund financial statements display the financial transactions and accounts of the City based on funds. The operation of each fund is considered to be an independent accounting entity. The fund financial statements also include a reconciliation to the government-wide statement.

Measurement Focus, Basis of Accounting and Financial Statement Presentation

The accounting and financial treatment applied to a fund is determined by its measurement focus. The government-wide financial statements, proprietary fund financial statements, and the fiduciary fund financial statements are all reported using the *economic resources measurement focus* and the accrual basis of accounting. Under this focus and basis, revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of when the cash is received or expended.

Property tax, sales tax, franchise tax, intergovernmental revenue, and investment earnings are considered to be susceptible to accrual and have been recognized as revenues of the current fiscal period. All other revenue items are considered to be measurable and available when cash is received.

All governmental funds are accounted for using the current financial resources measurement focus and the modified accrual basis of accounting. Under the modified accrual basis of accounting, revenues are recognized as soon as they are both measurable and available. The City considers revenues to be available if they are collected within 60 days of the end of the current fiscal year; taxpayer assessed income and sales taxes are considered "measurable" when received by intermediary collecting governments and are recognized as revenue at that time. Expenditures are generally recognized under the modified accrual basis of accounting when the related fund liability is incurred, if measurable, except for principal and interest payments on general long-term debt, which are recognized when due.

Major Governmental Funds

The General Fund is the general operating fund of the City. It is used to account for all financial resources except those required to be accounted for in another fund.

The Debt Service Fund is used to account for the accumulation of resources for, and the payment of, general long-term debt principal, interest, and related costs.

The Capital Projects Fund accounts for financial resources to be used for the acquisition of major capital facilities (other than those financed by proprietary funds).

The Amphitheater Fund is a special revenue fund which is used to account for revenues generated from and expenditures related to the operation of the Amphitheater.

Non-Major Governmental Fund Types

In addition to the major funds listed above, the City reports on the non-major governmental funds:

The Drug Seizure Fund is a special revenue fund which is used to account for revenues generated from sources such as grants, contributions and drug forfeitures. This fund expends those revenues for drug trafficking prevention.

CITY OF BRANDON
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For the year ended September 30, 2022

The Infrastructure Fund accounts for financial resources provided by the State of Mississippi through the Infrastructure Modernization Act.

The 2022 GO Note Fund accounts for financial resources provided by issuance of the 2022 general obligation note payable.

Major Proprietary Fund

The Water and Sewer Fund and the Sanitation Fund are used to account for the operations of the City's water and wastewater systems and waste disposal respectively, (a) that are financed and operated in a manner similar to private business enterprises - where the intent of the governing body is that cost (expenses, including depreciation) of providing goods or services to the general public on a continuing basis be financed or recovered primarily through user charges: or (b) where the governing body has decided that periodic determination of revenues earned, expenses incurred, and/or net income is appropriate for capital maintenance, public policy, management control, accountability, or other purposes.

Proprietary funds distinguish operating revenues and expenses from nonoperating items. Operating revenues and expenses generally result from providing services and producing and delivering goods in connection with a proprietary fund's principal ongoing operations. The principal operating revenues of the Water and Sewer Fund and the Sanitation Fund are charges to customers for sales and services. Operating expenses for enterprise funds include the cost of sales and services, administrative expenses, and depreciation on capital assets. All revenues and expenses not meeting this definition are reported as nonoperating revenues and expenses.

Fund Balance

Governmental fund balance is reported in five separate categories: Nonspendable, restricted, committed, assigned, and unassigned. When both restricted and unrestricted fund balance is available for use, it is the City's policy to use restricted fund balance first. When expenditures qualify for more than one unrestricted fund balance classification, it is the City's policy to use resources in the following order: Committed, assigned, and then unassigned.

Nonspendable fund balance - amounts that are not in nonspendable form (such as inventory) or are required to be maintained intact.

Restricted fund balance - amounts constrained to specific purposes by their providers (such as grantors, bondholders, and higher levels of government), through constitutional provisions, or by enabling legislation.

Committed fund balance - amounts constrained to specific purposes by the City itself, using its highest level of decision-making authority, the Board of Alderman. To be reported as committed, amounts cannot be used for any other purpose unless the City takes the same highest level action to remove or change the constraint.

Assigned fund balance - amounts the City intends to use for a specific purpose. Intent can be expressed by the Board of Alderman or by an official to which the Board delegates this responsibility.

Unassigned fund balance - amounts that are available for any purpose.

Cash and Investments

The City's cash and cash equivalents are considered to be cash on hand, demand deposits, and short-term investments with original maturities of three months or less from the date of acquisition.

CITY OF BRANDON
NOTES TO FINANCIAL STATEMENTS
For the year ended September 30, 2022

For purposes of the Statement of Cash Flows, the Proprietary Funds consider all highly liquid investments (including restricted assets) with a maturity of three months or less when purchased to be cash equivalents.

Receivables and Payables

During the course of operations, numerous transactions occur between individual funds that may result in amounts owed between funds. Interfund loans or transactions between funds that are representative of lending/borrowing arrangements are reported as “advances from and to other funds.” Any residual balances outstanding between the governmental activities and business-type activities are reported in the government-wide financial statements as “internal balances”.

Interfund receivables and payables between funds are eliminated in the government-wide financial statements on the Statement of Net Position.

Receivables are shown net of an allowance for doubtful accounts. The allowance for doubtful accounts is estimated based on professional judgment and historical information.

Property Tax

As of January 1 of each calendar year, property taxes attach as an enforceable lien on property. Taxes are levied as of January 1 and are payable on or before February 1. All property taxes are collected and remitted to the city by the county tax collector. The millage rate for the city for January through December 31, 2022, was 33 mills. Of that amount, 20 mills were for general fund and 13 mills for the debt service fund. The taxes were distributed to funds in accordance with prescribed tax levies. Remaining uncollected taxes were not accrued. An annual tax sale is held for uncollected taxes.

Inventory

No inventories are maintained in the General Fund. Supplies are recorded as expenditures when purchased. Inventories in the proprietary funds consist of supplies, which are recorded at cost (calculated on the first-in, first-out basis).

Restricted Assets

Certain resources of the City are classified as restricted assets on the balance sheet. These funds are maintained in separate accounts and their use is limited by applicable law, bond covenants or agreement.

Capital Assets

Capital assets purchased or acquired are carried at historical cost or estimated historical cost. Contributed assets are recorded at fair market value as of the date received. The City defines capital assets as assets with an estimated useful life in excess of two years and an initial cost of more than \$5,000. The cost of normal maintenance and repairs that do not add value to the asset or materially extend asset lives are not capitalized.

Capital assets are depreciated using the straight line method over the following useful lives:

Buildings	40 years
Building improvements	10-40 years
Computer Equipment and Peripherals	3 years
Heavy Equipment	10 years
Furniture and Fixtures	7 years
Improvements other than Buildings	10-20 years

CITY OF BRANDON
NOTES TO FINANCIAL STATEMENTS
For the year ended September 30, 2022

Infrastructure
Vehicles and Equipment

20-50 years
5 years

Compensated Absences

The City records the vested portion of accumulated unused compensated absences at year-end based on each employee's accumulated unused hours and rate of pay. All compensated absences are accrued when incurred in the governmental-wide and proprietary fund financial statements. Compensated absences expected to be liquidated with expendable available financial resources are reported as expenditures and fund liabilities of the governmental fund that will make the payments.

Deferred Outflows and Inflows of Resources

In addition to assets, the statement of financial position will sometimes report a separate section for deferred outflows of resources. This separate financial statement element, deferred outflows of resources, represents a consumption of net position that applies to a future period and so will not be recognized as an outflow of resources (expense) until then.

In addition to liabilities, the statement of financial position will sometimes report a separate section for deferred inflows of resources. This separate financial statement element, deferred inflows of resources, represents an acquisition of net position that applies to future periods and so will not be recognized as an inflow of resources (revenue) until that time.

Long-term Debt

In the government-wide financial statements, and proprietary fund types in the fund financial statements, long-term debt and other long-term obligations are reported as liabilities in the applicable governmental activities, business-type activities, or proprietary fund type statement of net position.

Bond Discounts, Premiums and Issuance Costs

In the fund financial statements, bond premiums, discounts and issuance costs are recognized as revenues/expenditures in the period incurred. In the government-wide financial statements, bond premiums and discounts are deferred and amortized over the term of the bonds payable using the straight-line method. Bond premiums and discounts are presented as additions/reductions to the face amount of the bonds payable. Bond issuance costs are recognized as an expense in the period incurred.

Pensions

Financial reporting information pertaining to the City's participation in the Public Employees' Retirement System of Mississippi ("PERS") is prepared in accordance with Governmental Accounting Standards Board ("GASB") Statement No. 68, Accounting and Financial Reporting for Pensions, as amended by GASB Statement No. 71, Pension Transition for Contributions Made Subsequent to the Measurement Date.

The fiduciary net position, as well as additions to and deductions from the fiduciary net position, of PERS have been determined on the same basis as they are reported by PERS. The financial statements were prepared using the accrual basis of accounting. Member and employer contributions are recognized when due, pursuant to formal commitments and statutory requirements. Benefits and refunds of employee contributions are recognized when due and payable in accordance with the statutes governing PERS. Expenses are recognized when the liability is incurred, regardless of when payment is made. Investments are reported at fair value on a trade date basis. The fiduciary net position is reflected in the measurement of the City's net pension liability, deferred outflows and

CITY OF BRANDON
NOTES TO FINANCIAL STATEMENTS
For the year ended September 30, 2022

inflows of resources related to pensions, and pension expense.

Use of Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosures of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Comparative Data

Comparative total data for the prior year have been presented in the supplementary comparison schedules in order to provide an understanding of changes in the respective funds' financial position and operations. However, comparative data have not been presented in all statements because their inclusion would make statements unduly complex and difficult to understand.

Reclassifications

Certain amounts have been reclassified in the comparison schedules of revenues, expenditures, and changes in fund balance for comparative purposes to conform with the presentation in the current-year financial statements.

(2) Budget and Budgetary Accounting

The City follows these procedures in establishing the budgetary data reflected in the financial statements:

- Prior to September 1, the Mayor submits to the Board of Aldermen a proposed operating budget for the fiscal year commencing the following October 1. The operating budget includes proposed expenditures and the means of financing them.
- During September, the budget must be published in a newspaper published in the city (or the county if none is published by the city).
- Prior to the adoption of the budget, at least one public hearing is held by the Board of Aldermen to provide the general public with an opportunity to comment on the taxing and spending plan incorporated in the proposed budget. The public hearing must be held at least one week prior to the adoption of the budget with advance notice and held outside normal working hours.
- Prior to September 15, the budget is legally enacted through passage of an ordinance.
- Routine budget revisions may be made by the Board as often as necessary. However, when a department's total budget has been revised up or down by ten percent (10%) or more, public notice must be given of the change. Also, during the first three months of office, while operating under the prior Board's budget, the new Board is limited to one revision if a deficit is evident.
- It is the City's policy for the Board to approve all budget transfers between departments and/or funds.
- Formal budgetary integration is employed as a management control device during the year for the various funds. Budgeting data presented is as originally adopted or amended by the Board of Aldermen.

CITY OF BRANDON
NOTES TO FINANCIAL STATEMENTS
For the year ended September 30, 2022

- Budgets for the various funds are not adopted on a basis consistent with generally accepted accounting principles (GAAP) but rather on a modified cash basis as required by State statutes.

(3) Deposits and Investments

Mississippi Code Section 21-33-323 allows municipalities to maintain deposits in banks and savings and loan associations insured by the Federal Deposit Insurance Corporation. Municipalities may also invest in obligations of the United States of America or the State of Mississippi, or of any county, school district or municipal bonds that have been approved by a reputable bond attorney or have been validated by decree of the chancery court, or in obligations issued or guaranteed in full as to principal and interest by the United States of America which are subject to a repurchase agreement with a qualified depository.

Custodial Credit Risk

State statute requires that all deposits in financial institutions be collateralized in an amount at least equal to 105% of the amount not insured by the Federal Deposit Insurance Corporation (FDIC). The City participates in the State Treasurer's collateral pool. The City's deposits were fully insured or collateralized with securities held by this pool at September 30, 2022.

At September 30, 2022, the carrying amount of the City's deposits was \$29,396,514 and the bank balance was \$28,253,035.

(4) Receivables

Receivables of the proprietary funds are recorded net of uncollectible amounts.

Allowances for doubtful accounts are as follows:

Allowances related to Water and Sewer Fund receivables	\$ 811,962
Allowances related to Sanitation Fund receivables	67,500
Total	<u>\$ 879,462</u>

(5) Interfund Advances and Transfers

1. Individual fund interfund receivable and payable balances at September 30, 2022 were:

<u>Receivable fund</u>	<u>Payable fund</u>	<u>Amount</u>
General Fund	Water & Sewer Fund	\$ 14,998
Net Internal Balances		<u>\$ 14,998</u>

Due from and due to balances result from interfund loans and are recorded as current assets and liabilities in the financial statements. The difference between the fund statement balances for due from/due to balances and the internal balances on the government-wide statements consolidates the amount due from the Sanitation Fund to the General Fund with the amount due from the General Fund to the Water and Sewer Fund.

2. Interfund transfers between the Capital Projects Fund, the Water and Sewer Fund and the Sanitation Fund reflect the transfer of assets and accumulated depreciation between the funds. Interfund transfers from the General Fund to the Debt Service Fund were made for the payment of debt service.

CITY OF BRANDON
NOTES TO FINANCIAL STATEMENTS
For the year ended September 30, 2022

(6) Capital Assets

A summary of changes in Capital Assets at September 30, 2022 follows:

	Balance 09/30/21	Increases	Decreases	CIP Completed	Balance 09/30/22
Governmental Activities					
Non-depreciable					
Land	\$ 3,192,593	\$ 16,442	\$ -	\$ -	3,209,035
Construction in progress	2,544,148	4,230,527	-	(1,019,417)	5,755,258
Total	<u>5,736,741</u>	<u>4,246,969</u>	<u>-</u>	<u>(1,019,417)</u>	<u>8,964,293</u>
Depreciable					
Buildings	40,697,068	91,670	-	-	40,788,738
Improvement other than bldg.	51,790,188	172,747	-	1,019,417	52,982,352
Machinery, equip. & vehicles	10,708,303	531,271	(103,301)	-	11,136,273
Total	<u>103,195,559</u>	<u>795,688</u>	<u>(103,301)</u>	<u>1,019,417</u>	<u>104,907,363</u>
Less accum. depreciation					
Buildings	7,763,608	1,096,047	-	-	8,859,655
Improvement other than bldg.	19,282,633	2,005,344	-	-	21,287,977
Machinery, equip. & vehicles	7,999,778	740,161	(92,971)	-	8,646,968
Total	<u>35,046,019</u>	<u>3,841,552</u>	<u>(92,971)</u>	<u>-</u>	<u>38,794,600</u>
Governmental Activities, net	<u>\$ 73,886,281</u>	<u>\$ 1,201,105</u>	<u>\$ (10,330)</u>	<u>\$ -</u>	<u>\$ 75,077,056</u>

Depreciation expense was charged to governmental functions as follows:

General government	\$ 262,946
Public safety	460,339
Public service	1,129,609
Culture and recreation	1,988,657
	<u>\$ 3,841,551</u>

Business-type Activities					
Non-depreciable					
Land	\$ 130,377	\$ -	\$ -	\$ -	130,377
Construction in progress	1,970,923	4,575,218	-	(4,390,421)	2,155,720
Total	<u>2,101,300</u>	<u>4,575,218</u>	<u>-</u>	<u>(4,390,421)</u>	<u>2,286,097</u>
Depreciable					
Buildings	1,109,514	-	-	-	1,109,514
Improvement other than bldg.	50,627,945	284,596	-	4,390,421	55,302,962
Machinery, equip. & vehicles	2,704,670	616,564	(238,027)	-	3,083,207
Total	<u>54,442,129</u>	<u>901,160</u>	<u>(238,027)</u>	<u>4,390,421</u>	<u>59,495,683</u>
Less accum. depreciation					
Buildings	459,085	21,242	-	-	480,327
Improvement other than bldg.	25,509,994	1,785,768	-	-	27,295,762
Machinery, equip. & vehicles	2,004,038	227,014	(194,125)	-	2,036,927
Total	<u>27,973,117</u>	<u>2,034,024</u>	<u>(194,125)</u>	<u>-</u>	<u>29,813,016</u>
Business-type Activities, net	<u>\$ 28,570,312</u>	<u>\$ 3,442,354</u>	<u>\$ (43,902)</u>	<u>\$ -</u>	<u>\$ 31,968,764</u>

CITY OF BRANDON
NOTES TO FINANCIAL STATEMENTS
For the year ended September 30, 2022

Obligations under capital lease

The City has entered into the following lease agreements as of September 30, 2022, which qualify as capital leases for accounting purposes:

	<u>Governmental Activities</u>	<u>Business-type Activities</u>
Lease dated May 11, 2021 with PriorityOne for the acquisition of equipment in the amount of \$191,687 payable in 36 monthly payments of \$5,456	107,508	-
Lease dated October 4, 2021, with Bancorpsouth Leasing for the acquisition of equipment in the amount of \$418,000 payable in 36 monthly payments of \$11,826.	\$ -	280,118
Total obligations under capital leases	\$ <u>107,508</u>	\$ <u>280,118</u>

As of September 30, 2022, the City had future minimum payments under capital leases as follows:

	<u>Governmental Activities</u>	<u>Business-type Activities</u>
September 30:		
2023	\$ 65,435	\$ 141,911
2024	43,623	141,911
Total	<u>109,058</u>	<u>283,822</u>
Less amount representing interest	<u>1,550</u>	<u>3,704</u>
Present value of future minimum lease payments	\$ <u>107,508</u>	\$ <u>280,118</u>
Cost of equipment	\$ <u>191,687</u>	\$ <u>418,000</u>
Accumulated depreciation	\$ <u>19,166</u>	\$ <u>41,800</u>

CITY OF BRANDON
NOTES TO FINANCIAL STATEMENTS
For the year ended September 30, 2022

(7) Long-Term Debt

Transactions for the fiscal year ended September 30, 2022, are summarized as follows:

	Balance 09/30/21	Additions	Payments	Balance 09/30/22
Governmental Activities				
General obligation bonds	\$ 23,588,000	\$ -	\$ 1,766,000	\$ 21,822,000
Special obligation bonds	18,670,000	4,618,000	4,720,000	18,568,000
Other long-term liabilities	-	2,500,000	-	2,500,000
Obligations under capital lease	3,902	191,687	88,081	107,508
Compensated absences	358,087	-	34,375	323,712
Total governmental activities	42,619,989	7,309,687	6,608,456	43,321,220
Business-type Activities				
Capital improvement loans	8,247,109	648,037	547,139	8,348,007
Obligations under capital lease	-	418,000	137,882	280,118
Revenue bonds	1,675,000	-	115,000	1,560,000
Compensated absences	99,199	-	17,226	81,973
Total business-type activities	10,021,308	1,066,037	817,247	10,270,098
Total government-wide	\$ 52,641,297	\$ 8,375,724	\$ 7,425,703	\$ 53,591,318

For governmental activities, compensated absences and capital loans and leases payable are liquidated by the general fund. Bonds are liquidated by the debt service fund.

The annual requirements to amortize loans and bonds outstanding as of September 30, 2022, including interest payments are as follows:

Year Ended 30-Sep	Governmental Activities		Business-type Activities		Total
	Principal	Interest	Principal	Interest	
2023	\$ 3,178,000	\$ 1,392,973	\$ 693,132	\$ 205,155	\$ 5,469,260
2024	3,350,000	1,336,596	712,753	192,556	5,591,905
2025	3,843,000	1,255,255	729,621	177,150	6,005,026
2026	3,065,000	998,647	743,543	160,163	4,967,353
2027	2,265,000	918,891	757,460	140,730	4,082,081
2028-2032	10,055,000	3,747,931	2,919,688	195,081	16,917,700
2033-2037	8,289,000	1,941,624	2,083,277	346,195	12,660,096
2038-2042	4,150,000	1,249,026	1,134,394	170,329	6,703,749
2043-2047	4,695,000	398,199	134,139.00	44,213	5,271,551
Total	\$ 42,890,000	\$ 13,239,142	\$ 9,908,007	\$ 1,631,572	\$ 67,668,721

CITY OF BRANDON
NOTES TO FINANCIAL STATEMENTS
For the year ended September 30, 2022

Capital Improvement Loans

Capital improvement loans are funds provided to municipalities from state agencies for the improvement of public facilities and infrastructure to assist with business locations and expansions with community-based projects.

<u>Description</u>	<u>Governmental Activities</u>	<u>Business- type</u>
\$1,200,551 Water Pollution Control Revolving Loan for pollution control improvements through the Mississippi Department of Environmental Quality. Monthly payments of \$6,466 for a period of 235 months through 08/01/27. Interest is 2.5% APR.	\$ -	\$ 358,637
\$3,014,742 Water Pollution Control Revolving Loan for pollution control improvements through the Mississippi Department of Environmental Quality. Monthly payments of \$17,660 for a period of 236 months through 10/01/28. Interest is 2.75% APR.	-	1,139,440
\$800,000 Capital Improvement Revolving Loan for water and sewer improvements through the Mississippi Department of Economic and Community Development. Payments are \$4,047 monthly for 20 years through 11/1/2033. Interest is 2% APR.	-	477,649
\$500,000 Water Pollution Control Revolving Loan for pollution control improvements through the Mississippi Department of Environmental Quality. Monthly payments of \$2,773 for a period of 240 months through 04/01/37. Interest is 3% APR.	-	393,081
\$1,425,843 Water Pollution Control Revolving Loan for pollution control improvements through the Mississippi Department of Environmental Quality. Monthly payments of \$6,280 for a period of 234 months through 09/01/38. Interest is 1.75% APR.	-	1,050,950
\$990,384 Drinking Water State Revolving Loan for drinking water improvements through the Mississippi State Department of Health. Monthly payments of \$5,056 for a period of 236 months through 09/01/38. Interest is 1.95% APR.	-	833,316
\$5,213,285 Drinking Water State Revolving Loan for drinking water improvements through the Mississippi State Department of Health. Monthly payments of \$26,521 for a period of 237 months through 03/01/32. Interest is 1.95% APR.	-	4,094,934
Total Capital Improvement Loans	\$ -	\$ 8,348,007

CITY OF BRANDON
NOTES TO FINANCIAL STATEMENTS
For the year ended September 30, 2022

General Obligation Bonds

General obligation bonds are directed unlimited obligations issued on a pledge of the general taxing power for the payment of the debt obligations of the City.

Special Obligation Bonds

Special obligation bonds issued under Mississippi Code Section 31-25-28, the Mississippi Development Bank Act (Bank Act) do not constitute a general obligation of the City. Neither the full faith and credit nor the taxing power of the City has been pledged for the repayment of these bonds. Payments are to be paid from the City revenues. In addition, the Bank Act provides for the intercept of monies owed to the City and held by the Mississippi Department of Revenue or other agencies of the State if the City is deficient in its payments due under the note.

Bonds payable at September 30, 2022, are comprised of the following:

<u>General Obligation Bonds</u>	<u>Governmental Activities</u>	<u>Business- type Activities</u>
\$2,355,000 2015 Refunding Bonds due in annual installments ranging from \$20,000 to \$760,000 for 9 years through September 2024, with interest ranging from 2.0% to 3.0%.	1,020,000	-
\$13,680,000 2014 Public Improvement Bonds, due in annual installments ranging from \$590,000 to \$940,000 for 10 years through November 2031 with interest ranging from 2.0% to 5.0%.	7,405,000	-
\$5,255,000 2020 Refunding Bonds due in annual installments ranging from \$193,616 to \$1,069,805 for 15 years through September 2035, with interest of 1.85%.	5,022,000	
\$6,000,000 2016 Special Obligation Bonds, Series A (General Obligation Bond), due in annual installments ranging from \$0 to \$900,000 for 15 years through 2031, with interest ranging from 3.0% to 4.0%.	5,900,000	-
\$4,000,000 2020 General Obligation Bonds due in annual installments ranging from \$750,000 to \$850,000 for five years through 2025, with interest ranging from 1.10% to 1.25%.	2,475,000	
Total General Obligation Bonds	21,822,000	-

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<u>Special Obligation Bonds</u>	<u>Governmental Activities</u>	<u>Business- type Activities</u>
\$14,000,000 2016 Special Obligation Bonds, Series B, due in annual installments ranging from \$130,000 to \$6,200,000 for 30 years through 2046, with interest ranging from 3.0% to 4.0%	13,190,000	
\$4,618,000 Special Obligation Refunding Bonds due in semiannual installments ranging from \$56,000 to \$355,000 for 15 years through March 2038, with interest ranging from 1.69% to 2.14%	4,618,000	
\$2,000,000 Water and Sewer Revenue Bonds Sr 2017, due in semi-annual installments ranging from \$105,000 to \$170,000 for 15 years through 2033, with interest ranging from 1.9% to 2.7%.	-	1,560,000
\$6,000,000 2018 Special Obligation Bonds due in annual installments ranging from \$245,000 to \$260,000 for 3 years through 2025, with interest ranging from 2% to 3%.	760,000	-
Total Special Obligation Bonds	18,568,000	1,560,000
Total before premiums/(discounts), net	40,390,000	1,560,000
Premiums/(discounts), net	1,854,006	-
Total Bonds Payable	<u>\$ 42,244,006</u>	<u>\$ 1,560,000</u>

<u>Other Long-Term Liabilities</u>	<u>Governmental Activities</u>	<u>Business-type Activities</u>
\$2,500,000 General Obligation Note Payable to Bancorpsouth Bank, a division of Cadence Bank, for construction and maintenance of streets and sidewalks, due in 5 annual installments of \$625,000 through June 2026, with an interest rate of 2.66%.	\$ 2,500,000	\$ -
Total Long-Term Liabilities	<u>\$ 2,500,000</u>	<u>\$ -</u>

Advance Refunding

On May 9, 2022, the City issued \$4,618,000 in special obligation refunding bonds with a net interest rate of 1.69% to advance refund \$4,310,000 of 2018 series special obligation bonds.

The net proceeds of \$4,421,159, after payment of \$196,841 in issuance costs, were used to purchase state and local government securities. Those securities were deposited in an irrevocable trust with an escrow agent to provide for all future debt service payments on the bonds. As a result, those bonds are considered defeased, and the liability for those bonds was removed from the Statement of Net Position.

CITY OF BRANDON
NOTES TO FINANCIAL STATEMENTS
For the year ended September 30, 2022

The refunding of these bonds resulted in an economic gain of \$483,071 for the City. The economic gain results from the net present value difference between the new and the old debt service requirements.

Limitation of Indebtedness

Mississippi Code Section 21-33-303 prohibits any municipality from issuing bonds secured by a pledge of its full faith and credit for the purposes authorized by law in an amount which, when added to the then outstanding bonded indebtedness of such municipality shall exceed fifteen percent (15%) of the assessed value of the taxable property within such municipality, according to the last completed assessment for taxation.

In computing such indebtedness, there may be deducted all bonds or other evidence of indebtedness, heretofore or hereafter issued, for school, water, sewer systems, gas and light and power purposes and for the construction of special improvements primarily chargeable to the property benefited, or for the purpose of paying the municipality's proportion of any betterment program, a portion of which is primarily chargeable to the property benefited. However, in no case shall any municipality contract any indebtedness which, when added to all of the outstanding general obligation indebtedness, both bonded and floating, shall exceed twenty percent (20%) of the assessed value of all taxable property within such municipality according to the last completed assessment for taxation.

Any loan made pursuant to the provisions of Mississippi Code Section 31-25-28 shall not constitute an indebtedness of the local governmental unit within the meaning of any constitutional or statutory limitation or restriction.

The following is a schedule of limitations on the indebtedness of the City as of September 30, 2022:

Authorized Debt Limit:	15 Percent	20 Percent
Assessed valuation for the fiscal year ended September 30, 2022 - \$ 257,066,601	\$ 38,559,990	\$ 51,413,320
 Total long-term debt - governmental activities	 43,321,220	 43,321,220
Less amounts not subject to statutory limitation	(21,499,220)	(18,891,712)
Present debt subject to debt limitation	21,822,000	24,429,508
 Margin for further general indebtedness	 \$ 16,737,990	 \$ 26,983,812

(8) Fund Balances and Restricted Net Position

In 2013, legislation was passed providing for a 2% sales tax of restaurant and bar food and beverage sales to be used by the City to fund the promotion of tourism, parks and recreation, which is set to be repealed after July 1, 2027. At September 30, 2022, the government-wide statement of net position reports \$19,716,389 of restricted net position, of which \$2,511,031 is restricted by this enabling legislation.

(9) Defined Benefit Pension Plan

Plan Description

The City contributes to the Public Employees' Retirement System of Mississippi ("PERS"). PERS was created with the purpose to provide pension benefits for all state and public education employees, sworn officers of the Mississippi Highway Safety Patrol, other public employees whose employers have elected to participate in PERS, and elected members of the State Legislature and the President of the Senate. PERS administers a cost-sharing, multiple-employer defined benefit pension plan as defined in Governmental Accounting Standards Board (GASB) Statement No. 67,

CITY OF BRANDON
NOTES TO FINANCIAL STATEMENTS
For the year ended September 30, 2022

Financial Reporting for Pension Plans.

For the cost-sharing plan participating members who are vested and retire at or after age 60 or those who retire regardless of age with at least 30 years of creditable service (25 years of creditable service for employees who became members of PERS before July 1, 2011) are entitled, upon application, to an annual retirement allowance payable monthly for life in an amount equal to 2.00% of their average compensation for each year of creditable service up to and including 30 years (25 years for those who became members of PERS before July 1, 2011), plus 2.50% for each additional year of creditable service with an actuarial reduction in the benefit for each year of creditable service below 30 years or the number of years in age that the member is below 65, whichever is less. Average compensation is the average of the employee's earnings during the four highest compensated years of creditable service. A member may elect a reduced retirement allowance payable for life with the provision that, after death, a beneficiary receives benefits for life or for a specified number of years. Benefits vest upon completion of eight years of membership service (four years of membership service for those who became members of PERS before July 1, 2007). PERS also provides certain death and disability benefits. In the event of death prior to retirement of any member whose spouse and/or children are not entitled to a retirement allowance, the deceased member's accumulated contributions and interest are paid to the designated beneficiary.

Contributions

The contributions requirements of PERS members and employers are established and may be amended only by the State of Mississippi Legislature. PERS members are required to contribute 9% of their annual covered compensation and employers are required to contribute at an actuarially determined rate. The contributions are deducted from the employee's wages or salary and remitted by the City to PERS. The employer's contractually required contribution rate for the year ended September 30, 2022 was 17.4% of annual covered payroll, and when combined with employee contributions, is expected to finance the costs of benefits earned by employees during the year, with an additional amount to finance any unfunded accrued liability. The City's contributions to PERS for the years ended September 30, 2022, 2021, and 2020 was \$1,240,547, \$1,246,566, and \$1,250,773, respectively, which was 100% of the required contribution for each year.

Pension Liabilities, Pension Expense, and Deferred Outflows of Resources and Deferred Inflows of Resources Related to Pensions

At September 30, 2022, the City reported a liability of \$21,317,034 for its proportionate share of the net pension liability. The net pension liability was measured as of June 30, 2022, and the total pension liability used to calculate the net pension liability was determined by an actuarial valuation as of that date. The City's proportion of the net pension liability was based on a projection of the City's long-term share of contributions to the pension plan relative to the projected contributions of all participating entities, actuarially determined. At June 30, 2022, the City's proportion was 0.103563 percent, which was a decrease of .006003 percent from its proportion measured as of June 30, 2021.

Changes in net pension liability are recognized in pension expense with the following exceptions:

Differences Between Expected and Actual Experience.

Differences between actual and expected experience with regard to economic or demographic factors were recognized in pension expense using a straight-line amortization method over the average of the expected remaining service lives of active and inactive members. For 2022, this was 3.73 years, which was an decrease of .15 years from the prior year average of 3.88.

CITY OF BRANDON
NOTES TO FINANCIAL STATEMENTS
For the year ended September 30, 2022

Changes in Assumptions.

2021

- The expectation of retired life mortality was changed to the PubS.H-2010(B) Retiree Table with the following adjustments:
 - For males, 95% of male rates up to age 60, 110% for ages 61 to 75, and 101% for ages above 77.
 - For females, 84% of female rates up to age 72, 100% for ages above 76.

Projection scale MP-2020 will be used to project future improvements in life expectancy generationally.

The expectation of disabled mortality was changed to PubG.H-2010 Disabled Table for disabled retirees with the following adjustments:

For males, 134% of male rates at all ages.

For females, 121% of female rates at all ages.

Projection scale MP-2020 will be used to project future improvements in life expectancy generationally.

The expectation of contingent annuitant mortality was based on the PubS.H-2010(B) Contingent Annuitant Table with the following adjustments:

For males, 97% of male rates at all ages.

For females, 110% of female rates at all ages.

Projection scale MP-2020 will be used to project future improvements in life expectancy generationally.

The price inflation assumption was reduced from 2.75% to 2.40%.

The wage inflation assumption was reduced from 3.00% to 2.65%.

The investment rate of return assumption was changed from 7.75% to 7.55%.

The assumed load for administrative expenses was increased from 0.25% to 0.28% of payroll.

Withdrawal rates, pre-retirement mortality rates, disability rates and service retirement rates were also adjusted to reflect actual experience more closely.

The percentage of active member disabilities assumed to be in the line of duty was increased from 9% to 12%.

The percentage of active member deaths assumed to be in the line of duty was decrease from 6% to 4%.

2019

The expectation of retired life mortality was changed to the PubS.H-2010(B) Retiree Table with

CITY OF BRANDON
NOTES TO FINANCIAL STATEMENTS
For the year ended September 30, 2022

the following adjustments:

For males, 112% of male rates from ages 18 to 75 scaled down to 105% for ages 80 to 119.

For females, 85% of the female rates from ages 18 to 65 scaled up to 102% for ages 75 to 119.

Projection scale MP-2018 will be used to project future improvements in life expectancy generationally.

The expectation of disabled mortality was changed to PubT.H-2010 Disabled Retiree Table for disabled retirees with the following adjustments:

For males, 137% of male rates at all ages.

For females, 115% of female rates at all ages.

Projection scale MP-2018 will be used to project future improvements in life expectancy generationally.

The price inflation assumption was reduced from 3.00% to 2.75%.

The wage inflation assumption was reduced from 3.25% to 3.00%.

Withdrawal rates, pre-retirement mortality rates, and service retirement rates were also adjusted to more closely reflect actual experience.

The percentage of active member disabilities assumed to be in the line of duty was increased from 7% to 9%.

2017

The expectation of retired life mortality was changed to the RP-2014 Healthy Annuitant Blue Collar Mortality Table projected with Scale BB to 2022. Small adjustments were also made to the Mortality Table for disabled lives.

The wage inflation assumption was reduced from 3.75% to 3.25%.

Withdrawal rates, pre-retirement mortality rates, disability rates and service retirement rates were also adjusted to more closely reflect actual experience.

The percentage of active member disabilities assumed to be in the line of duty was increased from 6% to 7%.

2016

The assumed rate of interest credited to employee contributions was changed from 3.50% to 2.00%.

2015

The expectation of retired life mortality was changed to the RP-2014 Healthy Annuitant Blue Collar Table projected to 2016 using Scale BB rather than the RP- 2000 Mortality Table, which was used prior to 2015.

The expectation of disabled mortality was changed to the RP-2014 Disabled Retiree Table, rather than the RP-2000 Disabled Mortality Table, which was used prior to 2015.

Withdrawal rates, pre-retirement mortality rates, disability rates and service retirement rates were

CITY OF BRANDON
NOTES TO FINANCIAL STATEMENTS
For the year ended September 30, 2022

also adjusted to more closely reflect actual experience.

Assumed rates of salary increase were adjusted to more closely reflect actual and anticipated experience.

The price inflation and investment rate of return assumptions were changed from 3.50% to 3.00% and 8.00% to 7.75%, respectively.

Changes in benefit provisions

2016

Effective July 1, 2016, the interest rate on employee contributions shall be calculated based on the money market rate as published by the Wall Street Journal on December 31 of each preceding year with a minimum rate of one percent and a maximum rate of five percent.

For the year ended September 30, 2022, the City recognized pension expense of (\$1,103,938), which included net amortization of deferred outflows and deferred inflows. Of this amount, (\$923,933) was allocated to governmental activities and (\$180,005) was allocated to business-type activities.

At September 30, 2022, the City reported \$6,618,222 in deferred outflows of resources and \$6,179,542 in deferred inflows of resources related to pensions from the following sources:

	Deferred Outflows of Resources	Deferred Inflows of Resources
Differences between expected and actual experience	\$ 301,834	\$ 4,121,118
Net difference between projected and actual earnings on pension plan investments	5,240,792	-
Change of assumptions	737,274	-
City contributions subsequent to the measurement date	338,322	-
Differences between City contributions and proportionate share of contributions	-	2,058,424
Total	\$ 6,618,222	\$ 6,179,542

The \$338,322 of deferred outflows of resources resulting from the City's contributions subsequent to the measurement date and the net difference between expected and actual plan experience and changes in assumptions will be recognized as a reduction of the net pension liability in the year ending September 30, 2022. The \$6,179,542 of deferred inflows resulting from the City's difference between projected and actual investment earnings and from differences between city contributions and proportionate share of contributions will be recognized as an increase in the net pension liability in the year ending September 30, 2022. Amounts reported as deferred outflows of resources and deferred inflows of resources will be recognized in pension expense in future years.

Actuarial Assumptions

The total pension liability in the June 30, 2022 actuarial valuation was determined using the following actuarial assumptions, applied to all periods included in the measurement:

Inflation	3.00%
Salary increases	3.75-19% average, including inflation
Investment rate of return	7.75% net of pension plan investment expense, including inflation

CITY OF BRANDON
NOTES TO FINANCIAL STATEMENTS
For the year ended September 30, 2022

Mortality rates were based on the RP-2014 Healthy Annuitant Blue Collar Table projected with Scale BB to 2022, with male's rates set forward one year.

The actuarial assumptions used in the June 30, 2022 valuation were based on the results of an actuarial experience study for the period July 1, 2016–June 30, 2020. The experience report is dated April 20, 2021.

The long-term expected rate of return on pension plan investments was determined using a log-normal distribution analysis in which best-estimate ranges of expected future real rates of return (expected nominal returns, net of pension plan investment expense and the assumed rate of inflation) are developed for each major asset class. These ranges are combined to produce the long-term expected rate of return by weighting the expected future real rates of return by the target asset allocation percentage and by adding expected inflation.

The target allocation and best estimates of arithmetic real rates of return for each major asset class as of June 30, 2022 are summarized in the following table:

Asset Class	Target Allocation	Long-term Expected Real Rate of Return
U.S. Broad	25%	4.60%
International equity	20%	4.50%
Global	12%	4.80%
Fixed Income	18%	1.40%
Real Estate	10%	3.65%
Private equity	10%	6.00%
Private Infrastructure	2%	4.00%
Private Credit	2%	4.00%

Discount Rate

The discount rate used to measure the total pension liability was 7.75%. The projection of cash flows used to determine the discount rate assumed that plan member contributions will be made at the current contribution rate (9%) and that employer contributions will be made at the current employer contribution rate (17.4%). Based on those assumptions, the pension plan's fiduciary net position was projected to be available to make all projected future benefit payments of current plan members. Therefore, the long-term expected rate of return on pension plan investments was applied to all periods of projected benefit payments to determine the total pension liability.

Sensitivity of the City's Proportionate Share of the Net Pension Liability to Changes in the Discount Rate

The following table presents the net pension liability of the cost-sharing plan, calculated using the discount rate of 7.75%, as well as what the plan's net pension liability would be if it were calculated using a discount rate that is 1-percentage-point lower (6.75%) or 1-percentage-point higher (8.75%) than the current rate:

	Discount Rate		
	1% Decrease 6.75 %	Current 7.75 %	1% Increase 8.75 %
City's proportional share of the net pension liability	\$ 27,820,906	\$ 21,317,034	\$ 15,954,922

CITY OF BRANDON
NOTES TO FINANCIAL STATEMENTS
For the year ended September 30, 2022

Plan Fiduciary Net Position

Detailed information about the Plan's fiduciary net position is available in the separately issued Public Employees' Retirement System of Mississippi financial report. That information may be obtained by going to the PERS website, by writing to Public Employees' Retirement System of Mississippi, PERS Building, 429 Mississippi Street, Jackson, MS 39201 or by calling (601) 359-3589 or 1-800-444-PERS.

(10) Commitments and contingencies

Operating Leases

The City has entered into several operating lease agreements in the conduct of its day-to-day operations to provide for facilities and/or services. None of these operating leases are considered to be significant commitments. The City has also entered into 3 Sixteenth Section land leases with the Rankin County School District as detailed below:

1. Old Brandon Memorial Cemetery – 40 years at \$1,000 per year due each January through 2034.
2. Water tower on Highway 471 – 7 years at \$2,000 per year due each July.
3. Lights of Liberty Cemetery – 25 years at \$200 per year due each July through 2040.

Contingent Liabilities

The City participates in a number of federally assisted grant programs. These programs are subject to program compliance audits by the grantors or their representatives. Accordingly, the City's compliance with applicable grant requirements will be established at some future date. The amount, if any, of expenditures which may be disallowed by the granting agencies cannot be determined at this time, although the City expects such amounts, if any, to be immaterial.

Various claims and lawsuits are pending against the City. In the opinion of City management, after consultation with legal counsel, there are no material unfavorable dispositions anticipated against the City.

Construction and Other Significant Commitments

The remaining payments of construction contracts relating to construction or major repairs in progress aggregated approximately \$5,120,584. These contracts will be paid in future periods as work is performed. Payment will be made with proceeds remaining from past bond issues, operating revenues, federal grants and tax receipts to be received.

The City has executed Development and Reimbursement Agreements with developers related to future Tax Increment Financing (TIF) for the ongoing Crossgates Crossing and Grants Ferry Parkway projects. The amount financed will be determined when the projects are completed. The TIF debt will be paid from future revenues generated in the respective project areas. Crossgates Crossing TIF debt will be paid from future ad valorem receipts. Grants Ferry Parkway TIF debt will be paid with a combination of future ad valorem revenue and sales tax revenue (50%).

The City has approved tax abatements for which the amounts have not yet been established. The abatement of property taxes will be determined based on the difference in unimproved and improved property values upon completion of ongoing construction projects in the Downtown Historic District.

(11) Risk Management

The City is exposed to various risks of loss related to torts; theft of, damage to, and destruction of assets; errors and omissions; injuries to employees; and natural disasters. Except as described below,

CITY OF BRANDON
NOTES TO FINANCIAL STATEMENTS
For the year ended September 30, 2022

the City carries commercial insurance for these risks. Settled claims resulting from these insured risks have not exceeded commercial insurance coverage in any of the past three fiscal years.

Participation in Public Entity Risk Pool

The City is a member of the Mississippi Municipal Workers' Compensation Group (MMWCG) and the Mississippi Municipal Liability Plan (MMLP), both of which are administered by Municipal Services, Inc. Both groups are risk-sharing pools; such a pool is frequently referred to as a self-insurance pool.

MMWCG covers risks of loss arising from injuries to the city's employees. The Mississippi Workers' Compensation Commission requires that an indemnity agreement be executed by each member in a workers' compensation self-insurance pool for the purpose of jointly and severally binding the pool and each of the employers comprising the group to meet the workers' compensation obligations of each member.

Each member of the MMWCG contributes quarterly to a fund held in trust. The funds in the trust account are used to pay any employee claim. If total claims during a year were to deplete the trust account, then the pool members would be required to pay for the deficiencies. The City has not had an additional assessment for excess losses incurred by the pool.

MMLP covers the risk of loss related to torts and other liability claims. The general policy limit is \$500,000 per occurrence, but the policy also tracks the Mississippi tort claims law for municipalities which limits the City's liability to \$250,000 per occurrence. The policy also covers up to \$1,000,000 in federal claims. As with the MMWCG, pool members would be required to pay for the deficiency should total claims for the year exceed member contributions. The City has received no assessments for excess losses incurred by the pool.

Group Health Insurance

Fox Everett Insurance Company is the claims administrator for the City's health plan. The City self-funds the health plan, but purchases specific stop loss coverage. The specific stop loss insurance assumes the risk for claims on any individual in excess of \$60,000 paid during a calendar year. There was no change in the level of this coverage during the fiscal year.

(12) Subsequent Events

The City evaluated subsequent events through April 30, 2023, the date on which the financial statements were available to be issued and noted no subsequent events to be disclosed.

CITY OF BRANDON
BUDGETARY COMPARISON SCHEDULE
GENERAL FUND
For the Year Ended September 30, 2022

	Original Budget	Budget as Amended	Actual	Variance from Final Amended Budget Over (under)
Revenues:				
Taxes	\$ 5,462,276	\$ 5,462,276	\$ 5,780,878	\$ 318,602
Licenses and permits	1,109,770	1,109,770	1,005,282	(104,488)
State shared revenues	8,360,016	8,360,016	9,942,498	1,582,482
Grants	1,290,525	1,290,525	1,676,719	386,194
County shared revenues	853,808	853,808	1,062,211	208,403
Charges for services	363,999	363,999	189,733	(174,266)
Fines and forfeits	302,200	302,200	315,947	13,747
Other	162,587	162,587	358,458	195,871
Total Revenues	17,905,181	17,905,181	20,331,726	2,426,545
Expenditures:				
City court				
Personnel costs	254,882	254,882	233,804	(21,078)
Supplies	3,500	3,500	2,471	(1,029)
Charges for services	8,140	8,140	7,055	(1,085)
Capital expenditures	900	900	-	(900)
Total city court	267,422	267,422	243,330	(24,092)
Executive / Administrative				
Personnel cost	597,253	597,253	590,827	(6,426)
Supplies	2,050	6,050	5,970	(80)
Charges for services	37,405	59,405	58,770	(635)
Capital expenditures	-	72,000	71,162	(838)
Total executive / administrative	636,708	734,708	726,729	(7,979)
General Government				
Personnel cost	517,880	546,880	545,498	(1,382)
Supplies	15,390	22,390	22,274	(116)
Charges for services	672,132	688,132	687,504	(628)
Capital expenditures	406,014	406,014	44,407	(361,607)
Total general government	1,611,416	1,663,416	1,299,683	(363,733)

CITY OF BRANDON
BUDGETARY COMPARISON SCHEDULE
GENERAL FUND
For the Year Ended September 30, 2022

	Original Budget	Budget as Amended	Actual	Variance from Final Amended Budget Over (under)
Police Department				
Personnel cost	2,991,605	2,991,605	2,875,801	(115,804)
Supplies	181,812	192,812	192,559	(253)
Charges for services	297,477	309,477	308,485	(992)
Capital expenditures	38,600	38,600	15,632	(22,968)
Total police department	3,509,494	3,532,494	3,392,477	(140,017)
Fire Department				
Personnel cost	3,496,894	3,496,894	2,954,341	(542,553)
Supplies	126,980	126,980	115,666	(11,314)
Charges for services	345,196	345,196	266,506	(78,690)
Capital expenditures	296,820	296,820	232,981	(63,839)
Total fire department	4,265,890	4,265,890	3,569,494	(696,396)
Street Department				
Personnel cost	263,526	263,526	175,591	(87,935)
Supplies	97,210	97,210	87,054	(10,156)
Charges for services	1,128,139	1,866,139	1,862,710	(3,429)
Capital expenditures	2,646,000	3,652,000	3,654,711	2,711
Total street department	4,134,875	5,878,875	5,780,066	(98,809)
Community development				
Personnel cost	425,415	425,415	372,719	(52,696)
Supplies	9,050	11,050	10,290	(760)
Charges for services	134,089	134,089	93,263	(40,826)
Capital expenditures	15,000	30,000	29,992	(8)
Total community development	583,554	600,554	506,264	(94,290)

CITY OF BRANDON
BUDGETARY COMPARISON SCHEDULE
GENERAL FUND
For the Year Ended September 30, 2022

	Original Budget	Budget as Amended	Actual	Variance from Final Amended Budget Over (under)
Cemetery Maintenance				
Charges for services	22,382	68,382	68,244	(138)
Total cemetery maintenance	22,382	68,382	68,244	(138)
Parks Department				
Personnel cost	496,458	604,459	599,159	(5,300)
Supplies	171,500	203,500	95,154	(108,346)
Charges for services	745,676	1,681,676	1,366,888	(314,788)
Capital expenditures	223,900	223,900	71,902	(151,998)
Debt service	65,435	65,435	59,982	(5,453)
Total parks department	1,702,969	2,778,970	2,193,085	(585,885)
Library				
Supplies	4,800	4,800	2,565	(2,235)
Charges for services	163,876	183,876	183,289	(587)
Capital expenditures	115,000	115,000	45,177	(69,823)
Total library	283,676	303,676	231,031	(72,645)
Senior Citizen Department				
Personnel cost	65,115	65,115	9,908	(55,207)
Supplies	17,575	17,575	5,154	(12,421)
Charges for services	35,450	35,450	5,121	(30,329)
Capital expenditures	1,374	1,374	-	(1,374)
Total senior citizen department	119,514	119,514	20,183	(99,331)
Conference Center				
Personnel cost	135,452	135,452	86,227	(49,225)
Supplies	8,800	8,800	5,847	(2,953)
Charges for services	59,573	59,573	36,803	(22,770)
Capital expenditures	7,200	7,200	-	(7,200)
Total conference center	211,025	211,025	128,877	(82,148)
Total Expenditures	17,348,925	20,424,926	18,159,519	(2,265,407)
Excess of revenues over (under) expenditures	556,256	(2,519,745)	2,172,207	4,691,952

CITY OF BRANDON
BUDGETARY COMPARISON SCHEDULE
GENERAL FUND
For the Year Ended September 30, 2022

	Original Budget	Budget as Amended	Actual	Variance from Final Amended Budget Over (under)
Other financing sources (uses):				
Non-revenue receipts	7,000	7,000	153,184	146,184
Operating transfers out	(683,875)	(683,875)	(766,515)	(82,640)
Total other financing sources (uses)	(676,875)	(676,875)	(613,331)	63,544
Excess (deficiency) of revenues and other sources over expenditures and other uses, budgetary basis	\$ (120,619)	\$ (3,196,620)	1,558,876	\$ 4,755,496
Fund Balance, September 30, 2021			10,227,103	
Adjustments to GAAP Basis:				
Change in accruals			(104,503)	
Fund Balance, September 30, 2022			\$ 11,681,476	

CITY OF BRANDON
SCHEDULE OF THE CITY'S PROPORTIONATE SHARE OF THE NET PENSION LIABILITY
Mississippi Public Employees' Retirement System
Last 10 Fiscal Years*

	2022	2021	2020	2019	2018	2017	2016
City's proportion of the net pension liability	\$ 21,317,034	\$ 16,194,334	\$ 18,157,028	\$ 17,510,858	\$ 17,059,260	\$ 17,722,991	\$ 14,431,151
City's proportionate share of the net pension liability	10.356300%	0.109560%	0.103212%	0.105278%	0.102622%	0.099219%	0.092190%
City's covered - employee payroll	7,129,580	7,161,316	6,721,943	6,723,029	6,583,257	6,347,257	5,832,419
City's proportionate share of the net pension liability as a percentage of its covered - employee payroll	298.99%	226.14%	270.12%	260.46%	259.13%	279.22%	247.43%
Plan fiduciary net position as a percentage of the total pension liability	59.93%	70.44%	58.97%	62.54%	61.49%	57.47%	61.70%

The notes to the required supplementary information are an integral part of this schedule.

* The amounts presented for each fiscal year were determined as of the measurement date of 6/30 of the year prior to the fiscal year presented.

This schedule is presented to illustrate the requirement to show information for 10 years. However, GASB 68 was implemented in FYE 6/30/15, and, until a full 10-year trend is compiled, the City has only presented information for the years in which information is available.

CITY OF BRANDON
SCHEDULE OF CITY'S CONTRIBUTIONS
Mississippi Public Employees' Retirement System
Last 10 Fiscal Years*

	2022	2021	2020	2019	2018	2017	2016
Contractually required contribution	\$ 1,240,547	\$ 1,267,600	\$ 1,250,773	\$ 1,110,145	\$ 1,058,605	\$ 1,044,539	\$ 1,053,983
Contributions in relation to the contractually required contribution	1,240,547	1,267,600	1,250,773	1,110,145	1,058,605	1,044,539	1,053,983
Contribution deficiency (excess)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
City's covered - employee payroll	7,129,580	7,161,316	6,723,029	6,583,257	6,347,257	5,832,419	5,832,419
Contributions as a percentage of covered - employee payroll	17.40%	17.40%	15.75%	15.75%	15.75%	15.75%	15.75%

(1) Increased from 15.75% to 17.4% effective July 1, 2019

The notes to the required supplementary information are an integral part of this schedule.

* The amounts presented for each fiscal year were determined as of the measurement date of 6/30 of the year prior to the fiscal year presented.

CITY OF BRANDON
NOTES TO THE REQUIRED SUPPLEMENTARY INFORMATION
For the Year Ended September 30, 2022

Budgetary Comparison Schedule

Basis of Presentation

The Budgetary Comparison Schedule presents the original legally adopted budget, the final legally adopted budget, the actual data on the GAAP basis, variances between the original budget and the final budget, and variances between the final budget and the actual data.

Pension Schedules

Measurement Date

The amounts presented for each fiscal year were determined as of the measurement date of June 30 of the year prior to the fiscal year presented.

Data Available and Presented

The required supplementary schedules are presented to illustrate the requirement to show information for 10 years, as required by GASB 68. GASB 68 was implemented during the fiscal year ended September 30, 2015 and only reflects data for years for which trend information is available.

Change of Benefit Terms

There were no changes in benefit terms during the year ended September 30, 2022.

Change of Assumptions

2021

The expectation of retired life mortality was changed to the PubS.H-2010(B) Retiree Table with the following adjustments:

For males, 95% of male rates up to age 60, 110% for ages 61 to 75, and 101% for ages above 77.

For females, 84% of female rates up to age 72, 100% for ages above 76.

Projection scale MP-2020 will be used to project future improvements in life expectancy generationally.

The expectation of disabled mortality was changed to PubG.H-2010 Disabled Table for disabled retirees with the following adjustments:

For males, 134% of male rates at all ages.

For females, 121% of female rates at all ages.

Projection scale MP-2020 will be used to project future improvements in life expectancy generationally.

The expectation of contingent annuitant mortality was based on the PubS.H- 2010(B) Contingent Annuitant Table with the following adjustments:

For males, 97% of male rates at all ages.

For females, 110% of female rates at all ages.

Projection scale MP-2020 will be used to project future improvements in life expectancy generationally.

The price inflation assumption was reduced from 2.75% to 2.40%.

The wage inflation assumption was reduced from 3.00% to 2.65%.

The investment rate of return assumption was changed from 7.75% to 7.55%.

The assumed load for administrative expenses was increased from 0.25% to 0.28% of payroll.

Withdrawal rates, pre-retirement mortality rates, disability rates and service retirement rates were also adjusted to reflect actual experience more closely.

The percentage of active member disabilities assumed to be in the line of duty was increased from 9% to 12%.

The percentage of active member deaths assumed to be in the line of duty was decrease from 6% to 4%.

CITY OF BRANDON
SCHEDULE OF SURETY BONDS FOR MUNICIPAL OFFICIALS
September 30, 2022

Position	Name	Surety	Amount
Mayor	Lee, Butch	St Paul	\$ 100,000
Alderman	Jarrad Craine	St Paul	\$ 100,000
Alderman	Vinson, Cris	St Paul	\$ 100,000
Alderman	Williams, Harry	St Paul	\$ 100,000
Alderman	Coker, Lu	St Paul	\$ 100,000
Alderman	Farris, David	St Paul	\$ 100,000
Alderman	Sharon Womack	St Paul	\$ 100,000
Alderman	Middleton, Dwight	St Paul	\$ 100,000
Police Chief	Thompson, William	St Paul	\$ 50,000
City Clerk/Tax Collector	Bean, Angela	St Paul	\$ 50,000
Administrative Assistant Police	Fisackerly, Byrnn	Western Surety Company	\$ 50,000
Code Enforcement/Inspector/Water	Barnes, Randy	Western Surety Company	\$ 50,000
Utility Billing Clerk III Admin	Blackwell, Tonya	Western Surety Company	\$ 50,000
Accounts Payable Clerk / Deputy City Clerk	Davis, Amy	Western Surety Company	\$ 50,000
PW Operations Coordinator	Dearman, Carly	Western Surety Company	\$ 50,000
Community Development Director	Dodd, Matthew	Western Surety Company	\$ 50,000
Deputy Court Clerk	Dutton, Lisa	Western Surety Company	\$ 50,000
Accts Payable Clerk	Elarton Parker, Cristin	Western Surety Company	\$ 50,000
Events Coordinator/Conference Center	Farrar, Lori	Western Surety Company	\$ 50,000
Utility Billing Clerk	Gandy, Quarntina	Western Surety Company	\$ 50,000
Accountant Bond/Amphitheater/General Gov	Gasson, Earl	Western Surety Company	\$ 50,000
Building Official/Community Dev	Green, Jesse	Western Surety Company	\$ 50,000
Accountant	Greenwood, Elizabeth	Western Surety Company	\$ 50,000
Utility Billing Clerk	Heckard, Latoya	Western Surety Company	\$ 50,000
Payroll Clerk/Gen Gov	Jobe, Niki	Western Surety Company	\$ 50,000
Receptionist/ Gen. Gov	Johnson, Elizabeth	Western Surety Company	\$ 50,000
Asst. Special Event Coordinator	Keyes, Carley	Western Surety Company	\$ 50,000
Senior Svcs Coordinator/Amphitheater	Pryor, Angela	Western Surety Company	\$ 50,000
Public Works Administrative Assistant	Sarver, Lori	Western Surety Company	\$ 50,000
Public Works Director	Smith, Charles	Western Surety Company	\$ 50,000
Utility Billing Clerk	Tribotich, Theresa	Western Surety Company	\$ 50,000
Court Clerk/Court Services	Yates, Tara	Western Surety Company	\$ 50,000
Amphitheater - Box Office Manager	Young, Grace	Western Surety Company	\$ 50,000
Public Employees Blanket Bond (Faithful Performance Blanket position)	Covers 137 Employees Including Police Officers	Western Surety Company	\$ 50,000
Amphitheater Blanket Ticket Agent	Covers 4 Employees	Western Surety Company	\$ 10,000

**CITY OF BRANDON
COMBINING BALANCE SHEET
NON-MAJOR GOVERNMENTAL FUNDS
September 30, 2022**

	Drug Seizure Fund	Infrastructure Fund	2022 GO Note Fund	Total Nonmajor Governmental Funds
ASSETS				
Cash and cash equivalents	\$ 1,505,295	\$ 706,386	\$ 1,805,796	4,017,477
Total Assets	<u>1,505,295</u>	<u>706,386</u>	<u>1,805,796</u>	<u>4,017,477</u>
LIABILITIES AND FUND BALANCES				
Liabilities				
Accounts payable	<u>13,825</u>	<u>-</u>	<u>-</u>	<u>13,825</u>
Total Liabilities	<u>13,825</u>	<u>-</u>	<u>-</u>	<u>13,825</u>
Fund Balance				
Spendable				
Restricted	<u>1,491,470</u>	<u>706,386</u>	<u>1,805,796</u>	<u>4,003,652</u>
Total Fund Balances	<u>1,491,470</u>	<u>706,386</u>	<u>1,805,796</u>	<u>4,003,652</u>
Total Liabilities and Fund Balances	<u>\$ 1,505,295</u>	<u>\$ 706,386</u>	<u>\$ 1,805,796</u>	<u>4,017,477</u>

CITY OF BRANDON
COMBINING STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCE
GOVERNMENTAL FUNDS
For the year ended September 30, 2022

	Drug Seizure Fund	Infrastructure Fund	2022 GO Note Fund	Total Nonmajor Governmental Funds
Revenues				
State shared revenues	\$ -	1,397,021	\$ -	\$ 1,397,021
Other revenues	17,272	1,933	1,322	20,527
Total Revenues	<u>17,272</u>	<u>1,398,954</u>	<u>1,322</u>	<u>1,417,548</u>
Expenditures				
Current (operating)				
Public safety	34,391	-	-	34,391
Capital outlay	249,707	-	695,526	945,233
Interest and fiscal charges	-	19,437	-	19,437
Total Expenditures	<u>284,098</u>	<u>19,437</u>	<u>695,526</u>	<u>999,061</u>
Excess of revenues over (under) expenditures	<u>(266,826)</u>	<u>1,379,517</u>	<u>(694,204)</u>	<u>418,487</u>
Other financing sources and uses, including transfers				
Proceeds from debt issuance	-	-	2,500,000	2,500,000
Transfers in (out)	-	(794,437)	-	(794,437)
Total other financing sources and (uses)	<u>-</u>	<u>(794,437)</u>	<u>2,500,000</u>	<u>1,705,563</u>
Net change in fund balances	<u>(266,826)</u>	<u>585,080</u>	<u>1,805,796</u>	<u>2,124,050</u>
Fund Balances, September 30, 2021	<u>1,758,296</u>	<u>121,306</u>	<u>-</u>	<u>1,879,602</u>
Fund Balances, September 30, 2022	<u>\$ 1,491,470</u>	<u>\$ 706,386</u>	<u>\$ 1,805,796</u>	<u>\$ 4,003,652</u>

CITY OF BRANDON
GENERAL FUND
COMPARISON SCHEDULES OF REVENUES AND EXPENDITURES
AND CHANGES IN FUND BALANCE
For the Years Ended September 30, 2022 and 2021

	2022	2021
<u>Revenues</u>		
Taxes		
Property tax	\$ 5,727,461	\$ 5,084,586
Sales tax	7,915,838	7,181,898
Sales tax - restaurants	1,518,126	1,387,648
Sales tax - hotels	35,725	62,652
Franchise tax	807,615	903,841
	<u>16,004,765</u>	<u>14,620,625</u>
Licenses and Permits		
Privilege licenses	61,500	55,520
Building permits	121,540	189,012
Other licenses	25,081	15,079
Total Licenses and Permits	<u>208,121</u>	<u>259,611</u>
State Shared Revenues		
Payment in lieu of taxes - Grand Gulf	158,685	155,612
Fire protection	1,056,136	162,413
Municipal aid	18,075	10,824
Gasoline tax	14,052	18,846
Emergency disaster funds	-	16,000
Department of Transportation grant	599,540	21,571
Department of Public Safety funds	12,517	21,090
Other grant funds	315,330	13,209
Total State Shared Revenue	<u>2,174,335</u>	<u>419,565</u>
County Shared Revenues		
Pro-rata county road tax	857,312	839,807
Auto rental and rail tax	91,257	102,266
Tourism tax	42,251	25,278
County reimbursements	100,000	-
Total County Shared Revenues	<u>1,090,820</u>	<u>967,351</u>
Service Charges		
Facility rental fees	83,865	74,410
Park sales and fees	63,157	311,963
Plan review and inspection fees	25,581	29,259
Zoning & development fees	5,476	3,766
Total Service Charges	<u>178,079</u>	<u>419,398</u>
Court Fines and Forfeits	<u>315,947</u>	<u>283,183</u>
Other revenues	<u>359,656</u>	<u>299,496</u>
Total Revenues	<u>20,331,723</u>	<u>17,269,229</u>

CITY OF BRANDON
GENERAL FUND
COMPARISON SCHEDULES OF REVENUES AND EXPENDITURES
AND CHANGES IN FUND BALANCE
For the Years Ended September 30, 2022 and 2021

	<u>2022</u>	<u>2021</u>
<u>Expenditures</u>		
General Government and Administration		
City Court		
Salaries		
Salaries	165,172	170,508
Employer costs	68,631	74,051
Total Salaries	<u>233,803</u>	<u>244,559</u>
Supplies, Services and Other Charges		
Office supplies	2,471	4,646
Professional fees	7,055	4,294
Total Supplies, Services and Other Charges	<u>9,526</u>	<u>8,940</u>
Total City Court	<u>243,329</u>	<u>253,499</u>
Election		
Operating supplies	-	27,045
Total Election Costs	<u>-</u>	<u>27,045</u>
Executive / Administration		
Salaries		
Salaries	422,430	303,650
Employer costs	168,397	124,899
Total Salaries	<u>590,827</u>	<u>428,549</u>
Supplies, Services and Other Charges		
Advertising	10,000	20,160
Bond fees and expenses	1,750	1,400
Conventions	5,020	810
Dues and subscriptions	9,558	1,175
Exhibitions and promotions	1,950	421
Insurance	5,092	4,618
Miscellaneous	24	-
Operating supplies	5,579	1,113
Printing and binding	1,664	4,570
Professional fees	19,192	147,826
Rentals	-	412
Repairs - Vehicles	2,399	1,538
Telephone and communication	1,193	553
Training	773	387
Transportation	548	902
Total Supplies, Services and Other Charges	<u>64,742</u>	<u>185,885</u>

CITY OF BRANDON
GENERAL FUND
COMPARISON SCHEDULES OF REVENUES AND EXPENDITURES
AND CHANGES IN FUND BALANCE
For the Years Ended September 30, 2022 and 2021

	<u>2022</u>	<u>2021</u>
Capital Outlay		
Machinery and equipment	-	388
Buildings	71,162	-
Total Capital Outlay	<u>71,162</u>	<u>388</u>
Total Executive / Administrative Department	<u>726,731</u>	<u>614,822</u>
General Government Department		
Salaries		
Salaries	370,554	310,567
Employer costs	174,943	116,592
Total Salaries	<u>545,497</u>	<u>427,159</u>
Supplies, Services and Other Charges		
Advertising	3,000	1,661
Bond fees and expenses	1,455	1,630
Cleaning and janitorial	6,606	3,913
Contract labor	1,400	1,600
Dues and subscriptions	104,035	87,672
Insurance	16,552	15,024
Land leases	8,320	2,120
Miscellaneous	8,805	7,355
Office supplies	4,230	4,200
Operating supplies	8,783	5,549
Postage	3,211	3,422
Printing and binding	4,343	4,247
Professional fees	218,673	166,122
Rentals	13,876	11,500
Repairs - equipment	17,272	4,078
Repairs - other	40,761	46,039
Repairs - vehicles	3,477	121
Telephone and communication	164,432	199,333
Transportation	1,930	758
Utilities	78,617	49,021
Total Supplies, Services and Other Charges	<u>709,778</u>	<u>615,365</u>
Capital Outlay		
Machinery and equipment	44,407	-
Total Capital Outlay	<u>44,407</u>	<u>-</u>
Debt Service		
Debt service principal	-	100,000
Debt service interest	-	1,965
Total Debt Service	<u>-</u>	<u>101,965</u>
Total General Government Department	<u>1,299,682</u>	<u>1,144,489</u>
Total General Government and Administration	<u>2,269,742</u>	<u>2,039,855</u>

**CITY OF BRANDON
GENERAL FUND
COMPARISON SCHEDULES OF REVENUES AND EXPENDITURES
AND CHANGES IN FUND BALANCE
For the Years Ended September 30, 2022 and 2021**

	<u>2022</u>	<u>2021</u>
Public Services		
Street Department		
Salaries		
Wages	127,077	176,337
Employer costs	48,514	63,417
Total Salaries	<u>175,591</u>	<u>239,754</u>
Supplies, Services and Other Charges		
Advertising	1,186	564
Contract labor	380,694	219,570
Insurance	35,768	31,266
Miscellaneous	-	27
Operating supplies	57,722	48,501
Professional fees	510,793	137,876
Rentals	47,269	4,654
Repairs - equipment	75,896	33,884
Repairs - vehicles	29,037	14,087
Repairs - other	353,167	251,384
Telephone and communications	2,646	411
Training	-	75
Transportation	26,621	12,362
Uniforms	2,711	3,579
Utilities - street lights	530,755	565,962
Total Supplies, Services and Other Charges	<u>2,054,265</u>	<u>1,324,202</u>
Capital Outlay		
Improvements other than buildings	3,653,307	1,444,487
Machinery and equipment	1,404	13,057
Total Capital Outlay	<u>3,654,711</u>	<u>1,457,544</u>
Debt Service		
Debt service principal	-	300,000
Debt service interest	-	30,066
Total Debt Service	<u>-</u>	<u>330,066</u>
Total Street Department	<u>5,884,567</u>	<u>3,351,566</u>
Community Development Department		
Salaries		
Salaries	275,530	221,295
Employer costs	97,189	75,783
Total Salaries	<u>372,719</u>	<u>297,078</u>

**CITY OF BRANDON
GENERAL FUND
COMPARISON SCHEDULES OF REVENUES AND EXPENDITURES
AND CHANGES IN FUND BALANCE
For the Years Ended September 30, 2022 and 2021**

	<u>2022</u>	<u>2021</u>
Supplies, Services and Other Charges		
Advertising	1,191	1,381
Contract labor	102	-
Convention	383	-
Dues and subscriptions	1,377	1,746
Insurance	3,454	3,083
Miscellaneous expenses	4,877	3,914
Office supplies	637	396
Operating supplies	494	975
Printing and binding	108	762
Professional fees	73,413	30,888
Repairs - vehicles	2,321	1,055
Communications	4,739	2,707
Training	1,298	-
Transportation	8,418	5,830
Uniforms	741	213
Total Supplies, Services and Other Charges	<u>103,553</u>	<u>52,950</u>
Capital Outlay		
Machinery and equipment	472	-
Vehicles	29,520	-
Total Capital Outlay	<u>29,992</u>	<u>-</u>
Total Community Development Department	<u>506,264</u>	<u>350,028</u>
Total Public Services	<u>6,390,831</u>	<u>3,701,594</u>
Public Safety		
Police Department		
Salaries		
Salaries	2,096,953	2,034,358
Employer costs	778,848	720,367
Total Salaries	<u>2,875,801</u>	<u>2,754,725</u>
Supplies, Services and Other Charges		
Advertising	198	-
Bond fees and expenses	700	525
Cleaning and janitorial	2,533	2,927
Conventions	-	215
Dues and subscriptions	1,991	1,253
Insurance	46,720	43,178
Miscellaneous	7,384	10,372
Office supplies	4,332	2,458
Operating supplies	5,294	6,646
Printing and binding	1,504	1,255
Prisoners expense	20,429	17,239

CITY OF BRANDON
GENERAL FUND
COMPARISON SCHEDULES OF REVENUES AND EXPENDITURES
AND CHANGES IN FUND BALANCE
For the Years Ended September 30, 2022 and 2021

	2022	2021
Professional fees	75,777	76,331
Repairs - equipment	7,526	3,165
Repairs - other	5,185	4,459
Repairs - vehicles	63,279	46,075
SRT expenses	6,840	1,522
Telephone and communications	32,971	31,886
Training	24,783	16,903
Transportation	133,161	102,044
Uniforms	19,970	25,492
Utilities	40,467	35,606
Total Supplies, Services and Other Charges	<u>501,044</u>	<u>429,551</u>
Capital Outlay		
Improvements other than buildings	-	15,426
Machinery and equipment	-	2,794
Total Capital Outlay	<u>-</u>	<u>18,220</u>
Total Police Department	<u>3,376,845</u>	<u>3,202,496</u>
Fire Department		
Salaries		
Salaries	2,174,587	2,189,049
Employer costs	779,754	773,478
Total Salaries	<u>2,954,341</u>	<u>2,962,527</u>

**CITY OF BRANDON
GENERAL FUND
COMPARISON SCHEDULES OF REVENUES AND EXPENDITURES
AND CHANGES IN FUND BALANCE
For the Years Ended September 30, 2022 and 2021**

	<u>2022</u>	<u>2021</u>
Supplies, Services and Other Charges		
Bond fees and expenses	175	175
Cleaning	7,089	7,202
Communications	4,089	4,274
Conventions	4,390	2,546
Data processing	71	99
Dues and subscriptions	5,202	4,818
Exhibitions and promotions	769	-
Insurance	46,764	42,638
Miscellaneous	12,537	22,270
Office supplies	1,139	1,506
Operating supplies	15,404	9,694
Printing and binding	-	513
Professional fees	5,267	9,673
Rentals	2,412	1,885
Repairs - vehicles	66,760	41,080
Repairs - equipment	32,970	23,752
Repairs - other	16,468	12,968
Storm Team	7,488	4,570
Training	29,335	17,756
Transportation	51,101	40,387
Uniforms	33,348	36,421
Utilities	39,396	40,346
Total Supplies, Services and Other Charges	<u>382,174</u>	<u>324,573</u>
Capital Outlay		
Buildings and land	40,280	-
Machinery and equipment	141,072	119,538
Vehicles	51,270	-
Furniture and fixtures	16,039	3,425
Total Capital Outlay	<u>248,661</u>	<u>122,963</u>
Total Fire Department	<u>3,585,176</u>	<u>3,410,063</u>
Total Public Safety	<u>6,962,021</u>	<u>6,612,559</u>
Culture and Recreation		
Cemetery Department		
Supplies, Services and Other Charges		
Contract labor	67,377	779
Utilities	867	793
Total Supplies, Services and Other Charges	<u>68,244</u>	<u>1,572</u>
Total Cemetery Department	<u>68,244</u>	<u>1,572</u>

CITY OF BRANDON
GENERAL FUND
COMPARISON SCHEDULES OF REVENUES AND EXPENDITURES
AND CHANGES IN FUND BALANCE
For the Years Ended September 30, 2022 and 2021

	<u>2022</u>	<u>2021</u>
Parks Department		
Salaries		
Salaries	536,541	171,107
Wages	31,715	284,583
Employer costs	<u>30,903</u>	<u>144,562</u>
Total Salaries	<u>599,159</u>	<u>600,252</u>
Supplies, Services and Other Charges		
Advertising	102	200
Beautification	-	14,713
Chemicals	5,176	13,056
Cleaning and janitorial	113,623	91,712
Contract labor	71,846	84,549
Dues and subscriptions	-	79
Insurance	26,708	39,158
Miscellaneous expenses	32	4,967
Office supplies	239	265
Operational supplies	25,739	77,638
Professional fees	1,000,041	84,499
Rental	45,605	31,603
Repairs - equipment	5,209	15,589
Repairs - other	36,060	70,393
Repairs - vehicles	291	3,192
Telephone and communications	2,261	4,066
Tournament fees	-	765
Training	-	40
Transportation	45,959	28,346
Uniforms	-	52,201
Utilities	<u>83,151</u>	<u>173,565</u>
Total Supplies, Services and Other Charges	<u>1,462,042</u>	<u>790,596</u>

CITY OF BRANDON
GENERAL FUND
COMPARISON SCHEDULES OF REVENUES AND EXPENDITURES
AND CHANGES IN FUND BALANCE
For the Years Ended September 30, 2022 and 2021

	<u>2022</u>	<u>2021</u>
Capital Outlay		
Improvements other than buildings	67,728	164,358
Furniture and fixtures	-	1,851
Machinery and equipment	4,174	33,377
Total Capital Outlay	<u>71,902</u>	<u>199,586</u>
Debt Service		
Debt service principal	59,982	49,126
Total Debt Service	<u>59,982</u>	<u>49,126</u>
Total Parks Department	<u>2,193,085</u>	<u>1,639,560</u>
Senior Citizens Department		
Salaries		
Wages	7,376	45,999
Employer costs	2,532	16,359
Total Salaries	<u>9,908</u>	<u>62,358</u>
Supplies, Services and Other Charges		
Cleaning and janitorial	3,678	2,320
Contract labor	1,125	7,350
Dues and subscriptions	573	655
Insurance	1,830	1,699
Miscellaneous expenses	3	92
Office supplies	66	326
Operational supplies	1,410	3,561
Printing and binding	-	54
Professional fees	-	665
Rental	892	3,279
Repairs - equipment	-	60
Telephone and communications	697	412
Total Supplies, Services and Other Charges	<u>10,274</u>	<u>20,473</u>
Capital Outlay		
Machinery and equipment	-	1,499
Total Capital Outlay	<u>-</u>	<u>1,499</u>
Total Senior Citizens Department	<u>20,182</u>	<u>84,330</u>

CITY OF BRANDON
GENERAL FUND
COMPARISON SCHEDULES OF REVENUES AND EXPENDITURES
AND CHANGES IN FUND BALANCE
For the Years Ended September 30, 2022 and 2021

	2022	2021
Library		
Supplies, Services and Other Charges		
Cleaning and janitorial	2,565	1,951
Insurance	4,800	4,508
Miscellaneous expenses	811	813
Professional fees	1,118	325
Repairs - equipment	88,648	33,343
Telephone and communications	11,196	11,653
Utilities	76,716	50,191
Total Supplies, Services and Other Charges	185,854	102,784
Capital Outlay		
Machinery and equipment	45,177	-
Total Capital Outlay	45,177	-
Total Library Department	231,031	102,784
Conference Center		
Salaries		
Salaries	63,511	95,256
Employer costs	22,722	37,231
Total Salaries	86,233	132,487
Supplies, Services and Other Charges		
Advertising	-	955
Bond fees	525	350
Cleaning and janitorial	4,311	2,256
Contract labor	160	-
Communications	625	1,494
Dues and subscriptions	517	306
Insurance	1,380	1,176
Office supplies	643	856
Operating supplies	893	68
Miscellaneous expenses	111	2,413
Professional fees	1,459	1,246
Repairs and maintenance	2,200	743
Special Events	26,978	20,855
Veteran's Day	2,848	1,578
Total Supplies, Services and Other Charges	42,650	34,296
Capital Outlay		
Machinery and equipment	-	37,097
Total Capital Outlay	-	37,097
Total Conference Center Department	128,883	203,880
Total Culture and Recreation	2,641,425	2,032,126
Total Expenditures	18,264,019	14,386,134

CITY OF BRANDON
GENERAL FUND
COMPARISON SCHEDULES OF REVENUES AND EXPENDITURES
AND CHANGES IN FUND BALANCE
For the Years Ended September 30, 2022 and 2021

	<u>2022</u>	<u>2021</u>
Excess of Revenues over (under) Expenditures	<u>2,067,704</u>	<u>2,883,095</u>
Other Financing Sources (Uses)		
Operating transfers in (out)	(766,515)	(860,192)
Sales of general fixed assets	<u>153,184</u>	<u>27,840</u>
Total Other Financing Sources (Uses)	<u>(613,331)</u>	<u>(832,352)</u>
Excess of Revenues and Other Financing Sources Over (Under) Expenditures and Other Financing Uses	1,454,373	2,050,743
Fund Balance, beginning	<u>10,227,103</u>	<u>8,176,360</u>
Fund Balance, ending	<u>\$ 11,681,476</u>	<u>\$ 10,227,103</u>

**CITY OF BRANDON
CAPITAL PROJECTS FUND
COMPARISON SCHEDULES OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCE
For the Years Ended September 30, 2022 and 2021**

	<u>2022</u>	<u>2021</u>
Revenues		
States Shared Revenues	\$ 6,235,668	\$ 2,985,667
Interest income	<u>22,588</u>	<u>11,161</u>
Total Revenues	<u>6,258,256</u>	<u>2,996,828</u>
Capital Outlay		
Street overlay	<u>147,811</u>	<u>2,635,669</u>
Total Capital Outlay	<u>147,811</u>	<u>2,635,669</u>
Total Expenditures, Capital Outlay and Debt Service	<u>147,811</u>	<u>2,635,669</u>
Excess of revenues over (under) expenditures	6,110,445	361,159
Total other financing sources and (uses)	<u>(1,944,982)</u>	<u>-</u>
Net change in fund balances	4,165,463	361,159
Fund Balance, beginning	<u>3,665,429</u>	<u>3,304,270</u>
Fund Balance, ending	<u>\$ 7,830,892</u>	<u>\$ 3,665,429</u>

**CITY OF BRANDON
DEBT SERVICE FUND
COMPARISON SCHEDULES OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCE
For the Years Ended September 30, 2022 and 2021**

	<u>2022</u>	<u>2021</u>
Revenues		
Taxes	\$ 2,871,394	\$ 3,314,008
Other income	<u>13,798</u>	<u>35,756</u>
Total Revenues	<u>2,885,192</u>	<u>3,349,764</u>
Debt Service		
Debt service principal	2,176,000	1,837,000
Interest and fiscal charges	<u>5,908,991</u>	<u>6,580,332</u>
Total Debt Service	<u>8,084,991</u>	<u>8,417,332</u>
Total Expenditures, Capital Outlay and Debt Service	<u>8,084,991</u>	<u>8,417,332</u>
Excess of revenues over (under) expenditures	<u>(5,199,799)</u>	<u>(5,067,568)</u>
Other Financing Sources and Uses		
Refunding bonds	4,618,000	5,255,000
Transfers In	<u>1,482,872</u>	<u>259,202</u>
Total other financing sources and (uses)	<u>6,100,872</u>	<u>5,514,202</u>
Net change in fund balances	901,073	446,634
Fund Balance, beginning	<u>2,489,179</u>	<u>2,042,545</u>
Fund Balance, ending	<u>\$ 3,390,252</u>	<u>\$ 2,489,179</u>

CITY OF BRANDON
AMPHITHEATER FUND
COMPARISON SCHEDULES OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCE
For the Years Ended September 30, 2022 and 2021

	<u>2022</u>	<u>2021</u>
Revenues		
Amphitheater revenues	\$ 9,651,632	\$ 3,674,957
Other income	<u>8,771</u>	<u>72,220</u>
Total Revenues	<u>9,660,403</u>	<u>3,747,177</u>
Operating Expenses		
Salaries		
Salaries and wages	207,050	153,849
Employer costs	<u>62,843</u>	<u>52,715</u>
Total Salaries	<u>269,893</u>	<u>206,564</u>
Supplies, Services and Other Charges		
Advertising	382,994	204,731
Bank charges and credit card processing fees	14,705	8,262
Cleaning and janitorial	54,430	52,368
Contract labor	-	5,590
Insurance	423,947	244,709
Miscellaneous expenses	54,227	14,649
Office supplies	1,265	387
Other supplies	148,389	49,402
Printing and binding	7,329	154
Professional fees	7,659,102	2,380,546
Rental	99,428	51,049
Repairs - equipment	49,677	4,871
Repairs - other	57,061	39,688
Specialized department supplies	34,227	18,626
Telephone and communications	4,862	3,907
Training	2,090	794
Utilities	<u>69,669</u>	<u>51,757</u>
Total Supplies, Services and Other Charges	<u>9,063,402</u>	<u>3,131,490</u>
Capital Outlay		
Improvements other than buildings	104,667	1,906
Furniture and fixtures	4,146	8,474
Machinery and equipment	<u>63,841</u>	<u>9,244</u>
Total Capital Outlay	<u>172,654</u>	<u>19,624</u>
Total Expenditures	<u>9,505,949</u>	<u>3,357,678</u>
Excess of revenues over (under) expenditures	154,454	389,499
Other Financing Uses		
Transfers in / (out)	<u>78,475</u>	<u>600,990</u>
Excess of revenues over (under) expenditures and other financing uses	232,929	990,489
Fund Balance, beginning	<u>517,795</u>	<u>(472,694)</u>
Fund Balance, ending	<u>\$ 750,724</u>	<u>\$ 517,795</u>

**CITY OF BRANDON
DRUG SEIZURE FUND
COMPARISON SCHEDULES OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCE
For the Years Ended September 30, 2022 and 2021**

	<u>2022</u>	<u>2021</u>
Revenues		
Forfeitures - cash	\$ -	\$ 1,791,681
Other income	<u>17,272</u>	<u>21,507</u>
Total Revenues	<u>17,272</u>	<u>1,813,188</u>
Expenditures		
Automobile expense	744	3,978
Paid to other agencies	-	353,278
Operating supplies	33,029	78,107
Repairs and maintenance	-	4,415
Training	606	3,092
Miscellaneous	<u>12</u>	<u>-</u>
Total Expenditures	<u>34,391</u>	<u>442,870</u>
Capital Outlay		
Machinery and equipment	<u>249,707</u>	<u>295,612</u>
Total Capital Outlay	<u>249,707</u>	<u>295,612</u>
Total Expenditures	<u>284,098</u>	<u>738,482</u>
Excess of revenues over (under) expenditures	(266,826)	1,074,706
Other Financing Uses		
Proceeds from sale of assets	<u>-</u>	<u>11,750</u>
Excess of revenues over (under) expenditures and other financing uses	(266,826)	1,086,456
Fund Balance, beginning	<u>1,758,296</u>	<u>671,840</u>
Fund Balance, ending	<u>\$ 1,491,470</u>	<u>\$ 1,758,296</u>

CITY OF BRANDON
INFRASTRUCTURE FUND COMPARISON
COMPARISON SCHEDULES OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCE
For the Years Ended September 30, 2022 and 2021

	<u>2022</u>	<u>2021</u>
Revenues		
States Shared Revenues	\$ 1,397,021	\$ 692,478
Interest income	<u>1,933</u>	<u>5,036</u>
Total Revenues	<u>1,398,954</u>	<u>697,514</u>
Debt Service		
Debt service principal	-	750,000
Interest and fiscal charges	<u>19,437</u>	<u>23,561</u>
Total Debt Service	<u>19,437</u>	<u>773,561</u>
Total Expenditures, Capital Outlay and Debt Service	<u>19,437</u>	<u>773,561</u>
Excess of revenues over (under) expenditures	1,379,517	(76,047)
Other Financing Sources and Uses		
Transfers In/Out	<u>(794,437)</u>	<u>-</u>
Total other financing sources and (uses)	<u>(794,437)</u>	<u>-</u>
Net change in fund balances	585,080	(76,047)
Fund Balance, beginning	<u>121,306</u>	<u>197,353</u>
Fund Balance, ending	<u>\$ 706,386</u>	<u>\$ 121,306</u>

CITY OF BRANDON
2022 GO NOTE FUND COMPARISON
COMPARISON SCHEDULES OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCE
For the Years Ended September 30, 2022 and 2021

	<u>2022</u>	<u>2021</u>
Revenues		
Interest income	\$ 1,322	\$ -
Total Revenues	<u>1,322</u>	<u>-</u>
Capital Outlay		
Street improvements	<u>695,526</u>	<u>-</u>
Total Capital Outlay	<u>695,526</u>	<u>-</u>
Total Expenditures, Capital Outlay and Debt Service	<u>695,526</u>	<u>-</u>
Excess of revenues over (under) expenditures	(694,204)	-
Other Financing Sources and Uses		
Proceeds from debt issuance	<u>2,500,000</u>	<u>-</u>
Total other financing sources and (uses)	<u>2,500,000</u>	<u>-</u>
Net change in fund balances	1,805,796	-
Fund Balance, beginning	<u>-</u>	<u>-</u>
Fund Balance, ending	<u>\$ 1,805,796</u>	<u>\$ -</u>

CITY OF BRANDON
WATER AND SEWER FUND
COMPARISON SCHEDULES OF REVENUES, EXPENSES,
AND CHANGES IN FUND NET POSITION
For the Years Ended September 30, 2022 and 2021

	<u>2022</u>	<u>2021</u>
Operating Revenues		
Water sales	\$ 1,731,637	\$ 1,724,830
Base rate	2,992,749	2,958,682
Late charges and reconnect fees	239,466	206,377
Sewer charges	2,600,383	2,570,564
Service connect charges	55,581	102,950
Sewer charges - West Rankin	3,211,220	2,517,742
Miscellaneous revenue	845,088	45,730
Total Operating Revenues	<u>11,676,124</u>	<u>10,126,875</u>
Operating Expenses		
Salaries		
Salaries	343,953	326,679
Wages	838,758	760,234
Employer costs	320,385	2,055,462
Total Salaries	<u>1,503,096</u>	<u>3,142,375</u>
Supplies, Service and Other Charges		
Advertising	380	1,522
Bad Debt	54,462	133,022
Chemicals	66,625	43,390
Contract labor	425,168	329,605
Dues & subscriptions	1,285	1,606
Insurance	49,198	43,880
Land leases	2,700	2,700
Miscellaneous	505	3,535
Office supplies	55,977	52,509
Operating supplies	263,181	265,354
Printing & binding	15,411	14,826
Professional services	430,851	284,188
Rentals	46,721	67,195
Repairs - equipment	386,070	203,464
Repairs - other	1,858,814	1,162,041
Repairs - vehicles	106,988	36,421
Sub-interceptor usage expense	4,500,078	2,332,745
Telephone and communications	18,221	48,264
Training	1,150	3,262
Transportation	127,358	120,392
Uniforms	18,144	19,394
Utilities	350,061	361,989
Total Supplies, Services and Other Charges	<u>8,779,349</u>	<u>5,531,304</u>
Total Operating Expenses	<u>10,282,445</u>	<u>8,673,679</u>

**CITY OF BRANDON
WATER AND SEWER FUND
COMPARISON SCHEDULES OF REVENUES, EXPENSES,
AND CHANGES IN FUND NET POSITION
For the Years Ended September 30, 2022 and 2021**

	<u>2022</u>	<u>2021</u>
Operating Income Before Depreciation	1,393,679	1,453,196
Depreciation expense	<u>1,990,538</u>	<u>1,615,123</u>
Operating Income	<u>(596,859)</u>	<u>(161,927)</u>
Non-operating Revenues (Expenses)		
Capital grant	600,000	7,500
Interest earnings	16,447	52,320
Interest and fiscal charges - loans	<u>(201,336)</u>	<u>(50,568)</u>
Total Non-operating Revenues (Expenses)	<u>415,111</u>	<u>9,252</u>
Net Income Before Operating Transfers	(181,748)	(152,675)
Operating transfers in (out)	<u>1,944,587</u>	<u>-</u>
Change in Net Position	1,762,839	(152,675)
Net Position, beginning	<u>19,506,226</u>	<u>19,658,901</u>
Net Position, ending	<u>\$ 21,269,065</u>	<u>\$ 19,506,226</u>

**CITY OF BRANDON
SANITATION FUND
COMPARISON SCHEDULES OF REVENUES, EXPENSES,
AND CHANGES IN FUND NET POSITION
For the Years Ended September 30, 2022 and 2021**

	<u>2022</u>	<u>2021</u>
Operating Revenue		
Sanitation fees	\$ 1,939,108	\$ 1,419,987
Total Operating Revenue	<u>1,939,108</u>	<u>1,419,987</u>
Operating Expenses		
Personnel Costs		
Wages	15,065	45,768
Employer costs	48,839	14,273
Employer costs - pension benefit	<u>(119,476)</u>	<u>(119,476)</u>
Total Personnel Costs	<u>(55,572)</u>	<u>(59,435)</u>
Supplies, Service and Other Charges		
Advertising	-	3,126
Insurance	15,025	13,639
Miscellaneous	12	-
Operating supplies	230	220
Prisoner meals	33,045	11,904
Professional services	-	270
Repairs - equipment	5,759	50
Repairs - other	198	440
Repairs - vehicles	6,193	425
Sanitation contract	1,627,793	1,359,045
Transportation	16,253	7,982
Uniforms	<u>1,225</u>	<u>566</u>
Total Supplies, Services and Other Charges	<u>1,705,733</u>	<u>1,397,667</u>
Total Operating Expenses	<u>1,650,161</u>	<u>1,338,232</u>
Operating Loss Before Depreciation	288,947	81,755
Depreciation expense	<u>43,486</u>	<u>7,195</u>
Operating Gain (Loss)	<u>245,461</u>	<u>74,560</u>
Non-operating Revenues (Expenses)		
Interest income	401	2,356
Interest expense	<u>(4,031)</u>	<u>-</u>
Total Non-operating Revenues (Expenses)	<u>(3,630)</u>	<u>2,356</u>
Net loss before operating transfers	241,831	76,916
Change in Net Position	241,831	76,916
Net Position, beginning	<u>311,115</u>	<u>234,199</u>
Net Position, ending	<u>\$ 552,946</u>	<u>\$ 311,115</u>

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INDEPENDENT AUDITOR'S REPORT ON COMPLIANCE WITH STATE LAWS AND REGULATIONS

Honorable Mayor and Members of the Board of Aldermen
Brandon, Mississippi

We have audited the basic financial statements of the City of Brandon, Mississippi as of and for the year ended September 30, 2022, and have issued our report dated April 30, 2023. We have conducted our audit in accordance with auditing standards generally accepted in the United States of America.

As required by the state legal compliance audit program prescribed by the Office of the State Auditor, we have also performed procedures to test compliance with certain state laws and regulations. However, providing an opinion on compliance with state laws and regulations was not an objective of our audit and, accordingly, we do not express such an opinion.

The results of those procedures and our audit of the general purpose financial statements disclosed no instances of noncompliance with state laws and regulations.

This report is intended for the information of the City of Brandon's management and the Office of the State Auditor and is not intended to be and should not be used by anyone other than these specified parties. However, this report is a matter of public record and its distribution is not limited.

Barlow & Company, PLLC

Brandon, Mississippi
April 30, 2023



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INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH *GOVERNMENT AUDITING STANDARDS*

Honorable Mayor and Members of the Board of Aldermen
City of Brandon, Mississippi

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City of Brandon, Mississippi, as of and for the year ended September 30, 2022, and the related notes to the financial statements, which collectively comprise the City of Brandon, Mississippi's basic financial statements, and have issued our report thereon dated April 30, 2023.

Report on Internal Control over Financial Reporting

In planning and performing our audit of the financial statements, we considered the City of Brandon, Mississippi's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the City of Brandon, Mississippi's internal control. Accordingly, we do not express an opinion on the effectiveness of the City of Brandon, Mississippi's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or, significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

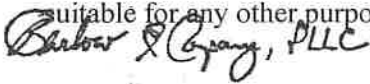


Report on Compliance and Other Matters

As part of obtaining reasonable assurance about whether the City of Brandon, Mississippi's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the City's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.



Brandon, Mississippi
April 30, 2023

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INDEPENDENT AUDITOR'S REPORT ON COMPLIANCE FOR EACH MAJOR PROGRAM AND ON INTERNAL CONTROL OVER COMPLIANCE REQUIRED BY THE UNIFORM GUIDANCE

Honorable Mayor and Members of the Board of Aldermen
City of Brandon, Mississippi

Report on Compliance for Each Major Federal Program

Opinion on Each Major Federal Program

We have audited City of Brandon, Mississippi's compliance with the types of compliance requirements identified as subject to audit in the OMB *Compliance Supplement* that could have a direct and material effect on each of City of Brandon, Mississippi's major federal programs for the year ended September 30, 2022. The City of Brandon, Mississippi's major federal programs are identified in the summary of auditor's results section of the accompanying schedule of findings and questioned costs.

In our opinion, City of Brandon, Mississippi complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended September 30, 2022.

Basis for Opinion on Each Major Federal Program

We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and the audit requirements of Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Our responsibilities under those standards and the Uniform Guidance are further described in the Auditor's Responsibilities for the Audit of Compliance section of our report.

We are required to be independent of City of Brandon, Mississippi and to meet our other ethical responsibilities, in accordance with relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion on compliance for each major federal program. Our audit does not provide a legal determination of City of Brandon, Mississippi's compliance with the compliance requirements referred to above.

Responsibilities of Management for Compliance

Management is responsible for compliance with the requirements referred to above and for the design, implementation, and maintenance of effective internal control over compliance with the requirements of laws, statutes, regulations, rules, and provisions of contracts or grant agreements applicable to City of Brandon, Mississippi's federal programs.



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Auditor's Responsibilities for the Audit of Compliance

Our objectives are to obtain reasonable assurance about whether material noncompliance with the compliance requirements referred to above occurred, whether due to fraud or error, and express an opinion on City of Brandon, Mississippi's compliance based on our audit. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards, *Government Auditing Standards*, and the Uniform Guidance will always detect material noncompliance when it exists. The risk of not detecting material noncompliance resulting from fraud is higher than for that resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Noncompliance with the compliance requirements referred to above is considered material if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user of the report on compliance about City of Brandon, Mississippi's compliance with the requirements of each major federal program as a whole.

In performing an audit in accordance with generally accepted auditing standards, *Government Auditing Standards*, and the Uniform Guidance, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material noncompliance, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding City of Brandon, Mississippi's compliance with the compliance requirements referred to above and performing such other procedures as we considered necessary in the circumstances.
- Obtain an understanding of City of Brandon, Mississippi's internal control over compliance relevant to the audit in order to design audit procedures that are appropriate in the circumstances and to test and report on internal control over compliance in accordance with the Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of City of Brandon, Mississippi's internal control over compliance. Accordingly, no such opinion is expressed.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and any significant deficiencies and material weaknesses in internal control over compliance that we identified during the audit.

Report on Internal Control over Compliance

A deficiency in internal control over compliance exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. A *material weakness in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the Auditor's Responsibilities for the Audit of Compliance section above and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies in internal control over compliance. Given these limitations, during our audit we did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses, as defined above. However, material weaknesses or significant deficiencies in internal control over compliance may exist that were not identified.

Our audit was not designed for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, no such opinion is expressed.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Accordingly, this report is not suitable for any other purpose.

Barlow & Company, PLLC

Brandon, Mississippi
April 30, 2023

CITY OF BRANDON
SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
Year Ended September 30, 2022

<u>Federal Agency/Pass-through Entity/Program Title</u>	<u>Catalog of Federal Domestic Assistance Number</u>	<u>Pass-Through Entity Number</u>	<u>Federal Expenditures</u>
United States Department of Transportation			
<i>Passed-through Mississippi Department of Transportation</i>			
Highway Planning and Construction Cluster	20.205	STP-0039-00(021) LPA 108387/701000	\$ 171,359
Highway Planning and Construction Cluster	20.205	STPD-7069-00(002)	632,749
Highway Planning and Construction Cluster	20.205	STP-0013-00(053) LPA 108159/701000	231,688
Highway Planning and Construction Cluster	20.205	STP-7314-00(037) LPA/108386/701000	391,148
Highway Safety Cluster	20.600		<u>16,068</u>
Total U.S. Department of Transportation			<u>1,443,012</u>
Department of the Treasury			
Coronavirus State and Local Fiscal Recovery Funds	21.027		1,939,272
Department of Housing and Urban Development			
Community Development Block Grants	14.228		600,000
Environmental Protection Agency			
Capitalization Grants for State Revolving Funds	66.468		1,804,769
Federal Emergency Management Agency			
Homeland Security Grant Program	97.067		<u>10,365</u>
Total Federal Awards			<u>\$ 5,797,418</u>

Notes to Schedule

- 1 This schedule was prepared using the same basis of accounting and the same significant accounting policies, as applicable, used for the financial statements.
- 2 The City of Brandon did not elect to use the 10% de minimis cost rate allowed under Uniform Guidance.
- 3 COVID related expenditures were \$1,939,272.
- 4 Agency pass through numbers were used where available.

CITY OF BRANDON, MISSISSIPPI
SCHEDULE OF FINDINGS AND QUESTIONED COSTS
Year Ended September 30, 2022

Section I: Summary of Auditor's Results

Financial Statements:

An unmodified opinion was issued on the financial statements.

Internal control over financial reporting:

- | | |
|--|----------------------|
| i. Material weakness(es) identified? | <u>No</u> |
| ii. Significant deficiency(ies) identified that are
not considered to be material weaknesses? | <u>None Reported</u> |
| Noncompliance material to financial statements noted? | <u>No</u> |

Federal Awards:

An unmodified opinion was issued on compliance for the major program.

- | | |
|--|----------------------|
| i. Material weakness(es) identified? | <u>No</u> |
| ii. Significant deficiency(ies) identified that are not
considered to be material weaknesses? | <u>None Reported</u> |

Capitalization Grants for State Revolving Funds

Any audit findings disclosed that are required to be
CFDA #20.205

Dollar threshold used to distinguish between type A and type B programs:	<u>\$750,000</u>
---	------------------

Auditee qualified as a low-risk auditee?	<u>No</u>
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CITY OF BRANDON, MISSISSIPPI
SCHEDULE OF FINDINGS AND QUESTIONED COSTS
Year Ended September 30, 2022

Section 2: Findings - Financial Statement Audit

No matters were reported.

Section 3: Findings and Questioned Costs – Major Federal Award Programs Audit

No matters were reported.

Section 4: Schedule of Findings and Questioned Costs – Prior Year

N/A



MEMORANDUM

TO: HONORABLE MAYOR BUTCH LEE AND BOARD OF ALDERMEN
FROM: ANGELA BEAN
DATE: 05/12/2023
SUBJECT: PURCHASE OF NETWORK SWITCHES

Consideration to approve the purchase of four (4) Extreme Network switches from Techsource Solutions in the amount of \$17,936.00 and authorize payment of the same. This equipment falls under the State of MS ITL Pricing.(EPL 3760).

The city's IT infrastructure is comprised of 30 network switches with the majority of them being manufactured in 2008. In 2017, the City received surplus switches from Chicago after their systems were upgraded. The 15-year-old switches in operation are beginning to fail and we no longer have any spare units available for replacement.

I recommend we begin planning to purchase 4-5 each year to replace the aging units.

If approved, the new units will be installed at the fire stations.

Thank you for your consideration.

ATTACHMENTS:

1. Techsource quote

Quoted To:

City of Brandon
Angela Bean
1000 Municipal Drive
Brandon, MS 39042
United States

Phone (601) 825-5021
Fax

Prepared By:

Jared Grant
jgrant@techsource.ms
601-914-6888

Ship Via:

Terms: NET30

New Switches - Phase 1

Description	Unit Price	Qty	Ext. Price
State of MS ITL EPL Pricing Quote			
- Extreme Network 5320 24 Port PoE+ Switch --8x1GbE SFP ports upgradeable to 10G SFP+ --1 Fixed AC PSU Fan --Includes 1 year ExtremeCloud IQ Pilot subscription	\$2,932.60	4	\$11,730.40
- Extreme Networks 1 Year Next Business Day Advanced Hardware Replacement for 5320-24P-8XE Switch --5 Year Term Length for each switch (\$212.96 per year per switch)	\$1,064.80	4	\$4,259.20
Extreme Networks Power Cord - 15A NEMA 5-15	\$18.60	4	\$74.40
- ExtremeCloud IQ Pilot SaaS Subscription and EW SaaS Support for one (1) device (1 year), 1 year delayed term start --4 Year Term (will be total of 5 years as the switch includes 1 year) - \$117.00/year per switch	\$468.00	4	\$1,872.00

Subtotal	\$17,936.00
Tax	\$0.00
Shipping	\$0.00
Grand Total	\$17,936.00

Please contact me if I can be of further assistance.

Quote valid for 30 days. Taxes, shipping, handling and other fees may apply.
Unless otherwise stated, this quote does not include any labor charges. We reserve the right to cancel orders arising from pricing or other errors.



City of Brandon
Check Register by Department for Checks Dated 5/15/2023

Check Run #: 12851

Check#	Vendor#	Vendor Name	PO#	Invoice#	Description	GL Acct#	ttrebotich Acct Per.	Detail Amount
Dept#		001-000						
92484	2394	AFLAC		730137	MAY 2023 ACC/HOSP/STD INS	001-000-156	8	\$48.48
						001-000-157	8	\$102.12
						001-000-120	8	\$30.24
92500	2386	BAY BRIDGE ADMINISTRATORS LLC		BBA INS- 542518	MAY 2023 CANCER INS	001-000-159	8	\$91.32
92508	180	BUDGET SIGNS		05/03/2023	REFUND SIGN PERMIT FEE- CLIENT CANCELLED	001-000-223	8	\$195.00
92532	799	DPS FUND #3734		05/01/2023	SPECIAL ASSESSMENTS- APR 2023	001-000-330		\$1,389.00
92581	12735	MS ATTORNEY GENERAL'S OFFICE		05/01/2023	VICTIMS OF HUMAN TRAFFICKING-APR 2023	001-000-330		\$160.00
92596	1224	RANKIN CO SUPERVISORS		05/01/2023	LAW LIBRARY-APR 2023	001-000-330	8	\$205.50
92602	2540	RELIANCE STANDARD		VPL301515 APR 23	APR 2023 LTD INS	001-000-154	8	\$649.67
92617	838	STATE TREASURER		05/01/2023	COURT ASSESSMENTS- APR 2023	001-000-330		\$17,419.25
				Total For Department	001-000			\$20,290.58

Dept#		001-010						
92578	6168	MIPCO IMPRESSION PRODUCTS, INC.	15271	234119	COURT SERVICES COPIER-05/07 to 06/06/2023	001-010-640	8	\$78.90
						001-010-640	8	\$82.35 05/11/2023



City of Brandon
Check Register by Department for Checks Dated 5/15/2023

Check Run #: 12851

Check#	Vendor#	Vendor Name	PO#	Invoice#	Description	GL Acct#	ttrebotich Acct Per.	Detail Amount
92582	2036	MS DEPT OF EMPLOYMENT SEC		05/05/2023	UNEMPLOYMENT COMPENSATION-L DUTTON	001-010-690	8	\$2,350.00
92615	3699	STAPLES CONTRACT & COMMERCIAL, INC	15781	3536557442	Office Supplies-CID, Court Services, and Admin	001-010-500	8	\$83.78
						001-010-500	8	\$4.29
						001-010-500	8	\$33.69
						001-010-500	8	\$444.90
						001-010-500	8	\$28.72
						001-010-500	8	\$26.37
			15781	3536557444	Office Supplies-Court Services and Janitorial	001-010-500	8	\$8.99
Total For Department				001-010				\$3,141.99
Dept#	001-040							
92509	685	BUTCH LEE		04/21/2023	MAPDD CONFERENCE-B/A 01/17/2023	001-040-696	8	\$626.16
92510	2254	C SPIRE WIRELESS		0031072390 APR 23	CELLULAR BILL 03/19/2023- 04/18/2023	001-040-605	8	\$47.62
						001-040-605	8	\$34.33
						001-040-605	8	\$34.33
						001-040-605	8	\$34.33
						001-040-605	8	\$34.33
						001-040-605	8	\$34.33
						001-040-605	8	\$34.33
						001-040-605	8	\$34.33
						001-040-605	8	\$34.33
						001-040-605	8	\$51.82



City of Brandon
Check Register by Department for Checks Dated 5/15/2023

Check Run #: 12851

Check#	Vendor#	Vendor Name	PO#	Invoice#	Description	GL Acct#	ttrebotich Acct Per.	Detail Amount
92542	11728	GEORGANNA KEENUM		04/30/2023	WELCOME HOME MS SPRING SUMMIT-B/A 2/21/2023	001-040-696	8	\$209.00
92584	816	MS MUNICIPAL LEAGUE		2594896814239	MML REGISTRATION FOR SHARON WOMACK	001-040-696	8	\$325.00
				2594896814248	2023 MML CONFERENCE REGISTRATION- FARRIS	001-040-696	8	\$325.00
Total For Department				001-040				\$1,859.24
Dept#	001-092							
92485	2768	AINSWORTH CONSULTING INC		42301	PREPARATION OF MD&A FY-2022	001-092-604	8	\$1,400.00
92489	10473	AMAZON	15800	1C3V-JCFC- 17KL	Janitorial Supplies	001-092-510	8	\$30.40
92494	11103	ARAMARK UNIFORM & CAREER APPAREL GROUP, INC		2780124707	MOPS FOR SENIOR CENTER AND CITY HALL	001-092-510	8	\$26.22
				2780126963	MOPS FOR SENIOR CENTER AND CITY HALL	001-092-510	8	\$26.22
92498	76	BAKER LAW FIRM, P.C.		1398	LEGAL SERVICES	001-092-608	8	\$177.00
92499	7780	BARLOW & COMPANY, PLLC		214627	AUDIT PROGRESS BILL #4/FINAL-FYE 9/30/2022	001-092-609	8	\$13,000.00
92507	4919	BROADBAND VOICE, LLC		88511	CITY HALL AND LIBRARY PHONE- 05/01 TO 05/31/2023	001-092-605	8	\$1,057.07
92510	2254	C SPIRE WIRELESS		0031072390 APR 23	CELLULAR BILL 03/19/2023- 04/18/2023	001-092-605	8	\$51.82



City of Brandon
Check Register by Department for Checks Dated 5/15/2023

Check Run #: 12851

Check#	Vendor#	Vendor Name	PO#	Invoice#	Description	GL Acct#	ttrebotich Acct Per.	Detail Amount
92518	1999	CINTAS CORPORATION NO 210		4153249072	UNIFORMS	001-092-605 001-092-535 001-092-535 001-092-535	8 8 8 8	\$51.82 \$1.58 \$1.89 \$7.22
				4153960230	UNIFORMS	001-092-535 001-092-535 001-092-535	8 8 8	\$1.58 \$1.89 \$7.22
				4154641803	UNIFORMS	001-092-535 001-092-535 001-092-535	8 8 8	\$1.70 \$2.03 \$7.77
92524	6127	CONTACT NETWORK, LLC	14484	377680	FIBER AND INTERNET-05/01 TO 05/31/2023	001-092-605	8	\$12,780.00
92530	1913	DAVID JEFcoat PEST CONTROL		24608	QUARTERLY PEST SERVICE-CITY HALL	001-092-600	8	\$200.00
92540	860	FLEETCOR TECHNOLOGIES		NP64261864	FUEL FOR WEEK 04/24/2023- 04/30/2023	001-092-525	8	\$29.53
				NP64352970	FUEL FOR WEEK 05/01/2023- 05/07/2023	001-092-525	8	\$80.08
92593	9654	PROTEL, INC	14567	230400705	ACCT #1364-CALL CENTER SERVICE	001-092-600	8	\$11.00
92598	1028	RANKIN COUNTY NEWS		241271	PUBLIC NOTICE/2022-2023 BUDGET REVISIONS	001-092-615	8	\$78.00
92600	12708	RECURO HEALTH, INC		40171	APR 2023 MD LIVE	001-092-480	8	\$357.50
92604	3948	RJ YOUNG	14487	INV6310592	HUMAN RESOURCES COPIER	001-092-640 001-092-640	8 8	\$273.00 \$101.72
			14488	INV6310589	ACCOUNTING COPIER	001-092-640	8	\$273.00



City of Brandon
Check Register by Department for Checks Dated 5/15/2023

Check Run #: 12851

Check#	Vendor#	Vendor Name	PO#	Invoice#	Description	GL Acct#	ttrebotich Acct Per.	Detail Amount
92607	5575	SHI INTERNATIONAL CORP.	15602	B16794255	Defender for O365 Plan/O365E3-B/A 3/20/2023	001-092-640 001-092-600	8 8	\$192.23 \$3,470.76
				B16794255- CREDIT BACK	CREDIT BACK- INVOICE DATE KEY ERROR	001-092-600 001-092-600	8 8	\$40,196.46 (\$3,470.76)
				B16794255- REKEY	Defender for O365 Plan/O365E3-B/A 3/20/2023	001-092-600 001-092-600	8 8	(\$40,196.46) \$3,470.76
92608	5241	SHRED-IT		8003820959	SHRED SERVICES- 04/04/2023-PW AND CITY HALL	001-092-600 001-092-600	8 8	\$40,196.46 \$66.66
92619	4578	TECHSOURCE SOLUTIONS INC		56468	CITY WIDE LABOR BILL-JAN 2023	001-092-600	8	\$1,765.00
				58120	CITY WIDE LABOR BILL-APR 2023	001-092-600	8	\$3,601.50
			15659	57953	PRINTER FOR CANDANCE	001-092-729	8	\$375.00
				57708	IT DEPT SOFTWARE-MAY 2023	001-092-600	8	\$1,151.25
			14463	MSP-57707	SERVER CONTRACT-MAY 2023	001-092-695	8	\$8,765.00
92625	12914	TRINITY CAPITAL INVESTORS, INC.		04/27/2023	RE: INVESTMENT MANAGEMENT SERVICES FOR QUARTER ENDING 03/31/2023	001-092-600	8	\$1,021.12
Total For Department				001-092				\$90,642.24



City of Brandon
Check Register by Department for Checks Dated 5/15/2023

Check Run #: 12851

Check#	Vendor#	Vendor Name	PO#	Invoice#	Description	GL Acct#	ttrebotich Acct Per.	Detail Amount
Dept#	001-112							
92480	11373	4 M ENTERPRISES, LLC	15806	2277	HITCH AND WIRING FOR EXPLORER	001-112-635	8	\$399.00
						001-112-635	8	\$65.00
92493	6291	APPLICATION DATA SYSTEMS INC	14465	10629	PD SOFTWARE- CAD SYSTEM	001-112-600	8	\$4,000.00
						001-112-600	8	\$995.00
92495	2275	AT&T		601M31- 35470010590 MAY 23	PD T LINE 1-04/23 TO 05/22/2023	001-112-605	8	\$243.96
92496	67	AUTO ZONE, INC.	15833	2322625266	Battery for Unit 274	001-112-635	8	\$193.99
			15821	2322624649	Battery-Unit 274-Was Returned Wrong Size	001-112-635	8	\$109.99
			15821	2322625181	Return Wrong Size Battery-Unit 274	001-112-635	8	(\$109.99)
			15853	2322627176	Paint, Aerosol Trigger, 4 Wheeler Battery	001-112-635	8	\$22.38
						001-112-635	8	\$15.98
						001-112-635	8	\$146.99
92504	12501	BRADY COMPANIES, LLC	15754	8015533	Janitorial Supplies- Multi Purpose Cleaner	001-112-510	8	\$243.55
			15754	8030996	TRASH BAGS	001-112-510	8	\$306.17
92507	4919	BROADBAND VOICE, LLC		88513	PD PHONE AND FAX LINE-05/01 TO 05/31/2023	001-112-605	8	\$924.97
92510	2254	C SPIRE WIRELESS		0031072390 APR 23	CELLULAR BILL 03/19/2023- 04/18/2023	001-112-605	8	\$47.62
						001-112-605	8	\$47.62
						001-112-605	8	\$47.62
						001-112-605	8	\$47.62
						001-112-605	8	\$47.62
						001-112-605	8	\$36.20



City of Brandon
Check Register by Department for Checks Dated 5/15/2023

Check Run #: 12851

Check#	Vendor#	Vendor Name	PO#	Invoice#	Description	GL Acct#	ttrebotich Acct Per.	Detail Amount
						001-112-605	8	\$36.20
						001-112-605	8	\$21.33
						001-112-605	8	\$34.33
						001-112-605	8	\$34.33
						001-112-605	8	\$47.62
						001-112-605	8	\$47.62
						001-112-605	8	\$34.33
						001-112-605	8	\$47.62
92518	1999	CINTAS CORPORATION NO 210		4153249072	UNIFORMS	001-112-535	8	\$3.96
				4153960230	UNIFORMS	001-112-535	8	\$3.96
				4154641803	UNIFORMS	001-112-535	8	\$4.27
92521	4293	COMCAST CABLE		8396410610065	PD TV SERVICES-	001-112-605	8	\$197.45
				142 MAY 23	05/02 TO 06/01/2023			
92533	356	DPS LAW ENFORCEMENT		90130076	ANALYTICAL FEES-	001-112-600		\$240.00
					03/01 TO			
					03/31/2023-BILLED			
					APRIL			
92540	860	FLEETCOR TECHNOLOGIES		NP64261864	FUEL FOR WEEK	001-112-525	8	\$3,273.82
					04/24/2023-			
					04/30/2023			
				NP64352970	FUEL FOR WEEK	001-112-525	8	\$2,323.89
					05/01/2023-			
					05/07/2023			
92543	476	GEORGE'S DOOR SERVICE		049798	ER REPAIR TO	001-112-637	8	\$165.00
					SALLYPORT OHD			
					AT PD			
92545	2088	GLASS BY DAUGHTRY INC	15836	7507662	Unit 10-001-	001-112-635	8	\$238.00
					Windshield			
92554	575	HOME DEPOT CREDIT SERVICES	15850	4543273	TOUGH TOTE FOR	001-112-500	8	\$11.98
					CID			
						001-112-500	8	(\$0.24)
92555	13069	IP CASINO RESORT AND SPA		SRYMGM	MLEOA-FRENCH &	001-112-685	8	\$524.85
					HASSAN-			
					CONFIRMATION			
					#SRYMGM-B/A			



City of Brandon
Check Register by Department for Checks Dated 5/15/2023

Check Run #: 12851

Check#	Vendor#	Vendor Name	PO#	Invoice#	Description	GL Acct#	ttrebotich Acct Per.	Detail Amount
92560	10529	K&S TRUCKING LLC	15834	16407	5/01/2023 MOUNT AND BALANCE TIRES- UNIT 1	001-112-635	8	\$64.00
						001-112-635	8	\$20.00
			15823	16403	Repair AC-Unit 19- 001	001-112-635	8	\$160.00
						001-112-635	8	\$300.00
						001-112-635	8	\$80.00
						001-112-635	8	\$44.00
			15858	16483	Mount/Balance & Tire Disposal	001-112-635	8	\$32.00
						001-112-635	8	\$10.00
			15877	16564	Mount, Balance & Tire Disposal/Unit 18-003	001-112-635	8	\$32.00
						001-112-635	8	\$10.00
92573	9760	MERIT HEALTH RANKIN		2566287	SPECIMEN HANDLING BPD CUSTODY	001-112-600	8	\$44.06
92578	6168	MIPCO IMPRESSION PRODUCTS, INC.	14490	234118	PD ADMIN COPIER- 05/07 TO 06/06/2023	001-112-640	8	\$331.00
						001-112-640	8	\$57.24
			15280	234120	CID COPIER-05/07 TO 06/06/2023	001-112-640	8	\$273.00
						001-112-640	8	\$52.98
			14492	234121	PD BOOKING COPIER-05/07 TO 06/06/2023	001-112-640	8	\$273.00
						001-112-640	8	\$28.26
92580	4528	MISSISSIPPI TROPHY	15014	16422	CAMPAIGN HAT BADGES	001-112-535	8	\$3,825.00
92592	931	O'REILLY AUTO PARTS	15548	1129-343799	PAINT FOR IMPALA	001-112-635	8	\$32.97
			15548	1129-343778	PAINT FOR IMPALA-	001-112-635	8	\$50.97

Report run by: ttrebotich

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05/11/2023



City of Brandon
Check Register by Department for Checks Dated 5/15/2023

Check Run #: 12851

Check#	Vendor#	Vendor Name	PO#	Invoice#	Description	GL Acct#	ttrebotich Acct Per.	Detail Amount
			15548	1129-343800	RETURNING CM-INV #1129- 343778-RETURNED IMPALA PAINT	001-112-635	8	(\$50.97)
92595	2477	RANKIN CO SHERIFF DEPT		15548 1129-344764 SO-51948	PRO WRAP FEEDING/HOUSING INMATES-APR 2023	001-112-635 001-112-523	8 8	\$19.99 \$2,350.00
92615	3699	STAPLES CONTRACT & COMMERCIAL, INC	15781	3536557442	Office Supplies-CID, Court Services, and Admin	001-112-500	8	\$24.11
						001-112-500	8	\$8.80
						001-112-500	8	\$8.60
						001-112-500	8	\$7.38
						001-112-500	8	\$9.42
						001-112-500	8	\$14.20
						001-112-510	8	\$50.38
						001-112-510	8	\$187.65
						001-112-510	8	\$138.72
						001-112-500	8	\$55.99
						001-112-635	8	\$5.34
						001-112-500	8	\$49.95
						001-112-500	8	\$9.65
						001-112-500	8	\$5.61
						001-112-500	8	\$5.10
						001-112-500	8	\$13.24
						001-112-510	8	\$37.66
						001-112-500	8	\$14.47
						001-112-500	8	\$49.20
						001-112-500	8	\$4.64
			15781	3536557444	Office Supplies-Court Services and Janitorial	001-112-510	8	\$47.19
			15781	3537448054	Dial Complete Soap-	001-112-510	8	\$52.98

Report run by: ttrebotich

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05/11/2023



City of Brandon
Check Register by Department for Checks Dated 5/15/2023

Check Run #: 12851

Check#	Vendor#	Vendor Name	PO#	Invoice#	Description	GL Acct#	ttrebotich Acct Per.	Detail Amount
			15781	3537448053	Janitorial Dial Soap Power Berries-Janitorial	001-112-510	8	\$51.78
			15781	3537448056	1TB USB-CID	001-112-500	8	\$64.99
			15781	3537448055	Wire Wrap-Admin	001-112-500	8	\$11.53
92619	4578	TECHSOURCE SOLUTIONS INC	14485	57709	MONTHLY FIREWALL-PD-MAY 2023	001-112-605	8	\$530.00
92621	3994	THE SOUTHERN CONNECTION POLICE	15457	25570	New Hire Uniform- Quincy Phillips	001-112-535	8	\$59.00
						001-112-535	8	\$29.95
						001-112-535	8	\$17.99
						001-112-535	8	\$39.95
						001-112-535	8	\$39.95
						001-112-535	8	\$145.00
						001-112-535	8	\$54.99
						001-112-535	8	\$64.00
						001-112-535	8	\$10.99
						001-112-535	8	\$16.00
						001-112-535	8	\$19.99
						001-112-535	8	\$9.99
						001-112-535	8	\$209.97
						001-112-535	8	\$79.00
						001-112-535	8	\$45.00
						001-112-535	8	\$7.00
			15791	25630	Allen-S/S Shirt & Class A Pants	001-112-535	8	\$69.99
						001-112-535	8	\$79.00
			15784	25599	Lukens-BDU Pants	001-112-535	8	\$59.00
			15756	25684	Pants-Lindsey	001-112-535	8	\$54.99
			15241	25721	Uniform & Accessories-New Hire Cody Small	001-112-535	8	\$11.99



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Check#	Vendor#	Vendor Name	PO#	Invoice#	Description	GL Acct#	ttrebotich Acct Per.	Detail Amount
						001-112-535	8	\$39.95
						001-112-535	8	\$39.95
						001-112-535	8	\$12.99
						001-112-535	8	\$149.99
						001-112-535	8	\$18.00
						001-112-535	8	\$16.00
						001-112-535	8	\$19.95
						001-112-535	8	\$9.99
						001-112-535	8	\$34.99
						001-112-535	8	\$29.95
						001-112-535	8	\$209.97
						001-112-535	8	\$79.00
						001-112-535	8	\$59.00
						001-112-535	8	\$45.00
						001-112-535	8	\$49.99
						001-112-535	8	\$159.00
			15411	25723	Uniform & Accessories-New Hire McIntyre	001-112-535	8	\$59.00
						001-112-535	8	\$39.95
						001-112-535	8	\$39.95
						001-112-535	8	\$12.99
						001-112-535	8	\$79.95
						001-112-535	8	\$34.99
						001-112-535	8	\$39.99
						001-112-535	8	\$10.99
						001-112-535	8	\$44.99
						001-112-535	8	\$19.00
						001-112-535	8	\$149.00
						001-112-535	8	\$149.99
						001-112-535	8	\$209.97



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Check#	Vendor#	Vendor Name	PO#	Invoice#	Description	GL Acct#	ttrebotich Acct Per.	Detail Amount
						001-112-535	8	\$237.00
						001-112-535	8	\$64.00
						001-112-535	8	\$9.99
						001-112-535	8	\$45.00
						001-112-535	8	\$18.00
						001-112-535	8	\$16.00
			15757	25737	Pants, Shirts, Polo, Epaulettes/Delandro	001-112-535	8	\$158.00
						001-112-535	8	\$54.99
						001-112-535	8	\$139.98
						001-112-535	8	\$85.98
						001-112-535	8	\$7.00
			15849	25731	Green BDU Pants/Stapleton	001-112-535	8	\$118.00
92623	9371	TIREHUB, LLC	15822	34205429	4 Tires-Unit 1	001-112-540	8	\$516.00
						001-112-540	8	\$4.00
			15837	34227339	2 Tires-Unit 20-008	001-112-540	8	\$252.00
			15861	34295077	2 Tires for Unit 18- 003	001-112-540	8	\$252.00
92624	7227	TRANSUNION RISK & ALTERNATIVE DATA SOLUTIONS, INC.		44081-202304-1	ACCT ID 44081- DATABASE SEARCH-APR 2023	001-112-600	8	\$75.00
92628	138	UNI SELECT USA	15787	343071892	Car Wash Liquid	001-112-635	8	\$57.96
			15786	343071898	Grease for Telescopic Pole for Camera	001-112-636	8	\$7.98
			15753	343071691	Wire Terminal, Wire Connectors w/Tool	001-112-635	8	\$7.29
						001-112-635	8	\$6.96
			15852	343072199	Paint, Masking Tape	001-112-635	8	\$14.19
						001-112-635	8	\$10.87
			15859	343072265	Air Filters for Tahoes	001-112-635	8	\$60.05



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Check#	Vendor#	Vendor Name	PO#	Invoice#	Description	GL Acct#	ttrebotich Acct Per.	Detail Amount
Total For Department				001-112				\$29,826.15
Dept#	001-161							
92503	3976	BOUND TREE MEDICAL LLC	15698	84931925	LARYNGOSCOPE HANDLE, GREEN SPEC-ITEM #024111	001-161-555	8	\$223.98
			15698	84937914	LARYNGOSCOPE HANDLE, GREEN SPEC, SMALL-ITEM #14737	001-161-555	8	\$223.98
92507	4919	BROADBAND VOICE, LLC		88507	FD 1 PHONE-05/01 TO 05/31/2023	001-161-605	8	\$80.41
92510	2254	C SPIRE WIRELESS		0031072390 APR 23	CELLULAR BILL 03/19/2023- 04/18/2023	001-161-605	8	\$47.62
						001-161-605	8	\$47.62
						001-161-605	8	\$47.62
						001-161-605	8	\$34.33
						001-161-605	8	\$34.33
						001-161-605	8	\$34.33
						001-161-605	8	\$34.33
						001-161-605	8	\$34.33
						001-161-605	8	\$34.33
						001-161-605	8	\$34.33
						001-161-605	8	\$47.62
92512	934	CAROLYN PALMER PETTY CASH		05/08/2023	OFFICE DEPOT- BLANK CERTIFICATES	001-161-500	8	\$17.00
92513	12555	CAVENDER STORES, LTD	15749	0193480-IN	REPLACEMENT WORK BOOTS FOR CHIEF ROBERTS	001-161-535	8	\$165.00
92514	389	CENTERPOINT ENERGY ENTEX		6400692628-7 MAY 23	6577 GRANTS FERRY RD-3/28 TO	001-161-630	8	\$58.31



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Check#	Vendor#	Vendor Name	PO#	Invoice#	Description	GL Acct#	ttrebotich Acct Per.	Detail Amount
92537	3201	ERIC STRINGER		TR #00048520	4/26/2023 STATE EMS RECERT	001-161-685	8	\$40.00
92540	860	FLEETCOR TECHNOLOGIES		NP64261864	FUEL FOR WEEK 04/24/2023- 04/30/2023	001-161-525	8	\$816.64
				NP64352970	FUEL FOR WEEK 05/01/2023- 05/07/2023	001-161-525	8	\$501.46
92543	476	GEORGE'S DOOR SERVICE	15752	049797	REPAIR OHD AT STATION 5	001-161-637	8	\$176.00
			15752	049843	REPAIR SIDE OHD STATION 5	001-161-637	8	\$182.00
92552	9872	HENRY SCHEIN INC	15700	36808074	TRUE METRIX PRO BLOOD GLUCOSE METER KITS	001-161-555	8	\$4.66
92554	575	HOME DEPOT CREDIT SERVICES	15701	7021309	DEGREASER, ANGLE WASH BRUSHES, FLOOR SQUEEGEES	001-161-550	8	\$219.63
						001-161-550	8	(\$4.39)
92561	1734	LANGFORD WATER ASSOCIATION, INC		1228-APR 23	GRANTS FERRY RD & WARNER-03/04 TO 04/11/2023	001-161-630	8	\$28.50
92570	13076	MAGNOLIA BLUFFS CASINO HOTEL		05/05/2023	MSFFA CONFERENCE HOTEL FEES-B/A 11/21/2022	001-161-696	8	\$1,417.00
92574	4566	METRO BUILDING SERVICES, INC		49276	ER SERVICE CALL- SPLIT SYSTEM DOWN-FS #1	001-161-636	8	\$310.50
92577	776	MID SOUTH UNIFORM	15688	638940	UNIFORM PANTS, SHIRT AND TIES	001-161-535	8	\$50.26
						001-161-535	8	\$109.98
						001-161-535	8	\$55.79
92580	4528	MISSISSIPPI TROPHY	15807	16569	PLAQUES/1-12x15 & 4-5x7	001-161-550	8	\$269.00



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Check#	Vendor#	Vendor Name	PO#	Invoice#	Description	GL Acct#	ttrebotich Acct Per.	Detail Amount
92583	807	MS FIREFIGHTERS ASSN		05/09/2023	MFFA CONFERENCE REGISTRATION- STRINGER	001-161-696	8	\$95.00
92592	931	O'REILLY AUTO PARTS	15472	1129-343959	CAR WASH	001-161-635	8	\$34.95
			15472	1129-344674	BATTERY	001-161-635	8	\$32.08
			15863	1129-344604	OIL CHANGE FOR 5 PICKUP TRUCKS	001-161-635	8	\$33.02
						001-161-635	8	\$8.82
						001-161-635	8	\$16.51
						001-161-635	8	\$4.41
						001-161-635	8	\$16.51
						001-161-635	8	\$4.41
						001-161-635	8	\$33.82
						001-161-635	8	\$4.41
						001-161-525	8	\$209.41
						001-161-525	8	\$72.46
92610	7693	SOUTHERN DUPLICATING OF CLARKSDALE, INC.	15472	1129-344801	HOSE CLAMPS	001-161-635	8	\$3.14
			14458	AR173289	FD KYOCERA COPIER-MAY 2023	001-161-640	8	\$129.94
						001-161-640	8	\$99.68
92611	1141	SOUTHERN PINE ELECTRIC		12569001 MAY 23	WOODGATE DR FS #3-04/04 TO 05/02/2023	001-161-630	8	\$282.21
92616	1158	STATE FIRE ACADEMY	14696	30407	MSTAT-JACKSON AND SELLERS	001-161-685	8	\$40.00
			14497	30431	TACTICAL COMBAT CASUALTY CLASS/HERRIN & PONDER-FY23	001-161-685	8	\$50.00
				30313	DRIVER/OPERATO R NFPA 1002- DUNBAR-FY22	001-161-685	8	\$675.00
			14904	30342	JAN AND FEB 2023 CLASSES	001-161-685	8	\$360.00



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Check#	Vendor#	Vendor Name	PO#	Invoice#	Description	GL Acct#	ttrebotich Acct Per.	Detail Amount
			14696	30485	FIREGROUND LEADERSHIP- STRINGER	001-161-685	8	\$360.00
			15033	30450	FIRE OFFICER 1021-II/MYERS	001-161-685	8	\$175.00
92621	3994	THE SOUTHERN CONNECTION POLICE	15362	25732	REPLACEMENT PANTS AND BELT	001-161-535	8	\$535.88
						001-161-535	8	\$79.99
92627	3845	TRUSTMARK VISA - CAROLYN PALMER	15845	SS23-9383	5-YEAR FIRE SERVICE PINS	001-161-550	8	\$100.65
Total For Department				001-161				\$8,799.47

Dept#	001-180							
92489	10473	AMAZON	15779	1TRH-DGWP- GD7J	MICROPHONE FOR SAM	001-180-550	8	\$30.98
92492	9709	AMY DAVIS-PETTY CASH		05/10/2023	REIMBURSE PETTY CASH EXPENSES	001-180-600	8	\$27.00
92498	76	BAKER LAW FIRM, P.C.		1398	LEGAL SERVICES	001-180-608	8	\$79.00
						001-180-608	8	\$77.00
92510	2254	C SPIRE WIRELESS		0031072390 APR 23	CELLULAR BILL 03/19/2023- 04/18/2023	001-180-605	8	\$51.82
						001-180-605	8	\$51.82
						001-180-605	8	\$51.82
						001-180-605	8	\$34.33
						001-180-605	8	\$34.33
						001-180-605	8	\$51.82
						001-180-605	8	\$51.82
						001-180-605	8	\$34.33
						001-180-605	8	\$34.33
						001-180-605	8	\$34.33
						001-180-605	8	\$34.33
92540	860	FLEETCOR TECHNOLOGIES	NP64261864	FUEL FOR WEEK		001-180-525	8	\$147.35

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					04/24/2023- 04/30/2023			
				NP64352970	FUEL FOR WEEK	001-180-525	8	\$116.01
					05/01/2023- 05/07/2023			
92598	1028	RANKIN COUNTY NEWS		241268	ZH/REZONING- CONSOLIDATED PIPE	001-180-615	8	\$60.36
				241269	ZH/REZONING- FORESTRY SUPPLIERS	001-180-615	8	\$122.88
92604	3948	RJ YOUNG	14489	INV6310591	COMM DEV COPIER	001-180-640	8	\$215.00
						001-180-640	8	\$90.74
92632	2500	WASTE MANAGEMENT OF JACKSON		3103436-0078-2	DUMPSTER-108 W SUNSET DR- DEMOLITION	001-180-604	8	\$1,587.66
				3119623-0078-7	DUMPSTER-108 W SUNSET DR- DEMOLITION	001-180-604	8	\$39.69
				3107604-0078-1	DUMPSTER-108 W SUNSET DR- DEMOLITION	001-180-604	8	\$2,642.50
92636	1708	WOLVERTON ENTERPRISE INC.	15778	20235212	TICKET BOOKS- COMMUNITY DEVELOPMENT	001-180-620	8	\$200.00
				Total For Department	001-180			\$5,866.92

Dept# 001-201

92482	18	ADAPCO, INC.	15672	134021	Service Mosquito Sprayers-VIN #11302 London & VIN #1841 Guardian	001-201-636	8	\$400.00
						001-201-636	8	\$110.50
92490	10919	AMBIANCE LANDSCAPES, LLC	15770	14692	COB-General	001-201-600	8	\$2,433.86

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Check#	Vendor#	Vendor Name	PO#	Invoice#	Description	GL Acct#	ttrebotich Acct Per.	Detail Amount
92492	9709	AMY DAVIS-PETTY CASH		05/10/2023	Landscaping-B/A 4/3/2023 REIMBURSE PETTY CASH EXPENSES	001-201-550	8	\$14.08
92506	12628	BRIDGESTONE AMERICAS INC		113937	VIN #4212-TIRE REPAIR	001-201-540	8	\$19.99
92510	2254	C SPIRE WIRELESS		0031072390 APR 23	CELLULAR BILL 03/19/2023- 04/18/2023	001-201-605	8	\$51.82
						001-201-605	8	\$51.82
						001-201-605	8	\$34.33
						001-201-605	8	\$34.33
						001-201-605	8	\$34.33
92518	1999	CINTAS CORPORATION NO 210		4153249072	UNIFORMS	001-201-535	8	\$9.20
						001-201-535	8	\$10.66
						001-201-535	8	\$10.96
						001-201-535	8	\$10.55
				4153960230	UNIFORMS	001-201-535	8	\$9.20
						001-201-535	8	\$10.66
						001-201-535	8	\$10.96
						001-201-535	8	\$70.46
						001-201-535	8	\$65.61
				4154641803	UNIFORMS	001-201-535	8	\$9.90
						001-201-535	8	\$11.47
						001-201-535	8	\$11.77
						001-201-535	8	\$11.24
						001-201-535	8	\$117.63
92519	4106	CLEO MCKINION	15711	1007	2023 Overlay Project #2023-07-Dig Outs & Asphalt Repairs-B/A Rates	001-201-726	8	\$5,127.50
			15711	1006	2023 Overlay Project	001-201-726	8	\$5,397.50

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					#2023-07-Dig Outs & Asphalt Repairs-B/A Rates			
			15711	1008	2023 Overlay Project	001-201-726	8	\$5,307.50
					#2023-07-Dig Outs & Asphalt Repairs-B/A Rates			
			15711	1009	2023 Overlay Project	001-201-726	8	\$3,542.50
					#2023-07-Dig Outs & Asphalt Repairs-B/A Rates			
92528	303	CUSTOM PRODUCTS CORP.	15760	390818	Items For Sign Project & Flashing Light Signals	001-201-637	8	\$193.88
						001-201-637	8	\$53.28
						001-201-637	8	\$223.48
						001-201-637	8	\$150.76
						001-201-637	8	\$437.08
92531	4845	DEEP SOUTH LAND IMPROVEMENT, LLC		1739	BUSHHOG AND STRING TRIMMING SERVICES-B/A 3/06/2023	001-201-600	8	\$2,952.00
						001-201-600	8	\$315.00
						001-201-600	8	\$100.00
						001-201-600	8	\$2,392.00
						001-201-600	8	\$315.00
						001-201-600	8	\$2,952.00
						001-201-600	8	\$315.00
						001-201-600	8	\$2,392.00
						001-201-600	8	\$100.00
92534	10421	DUNN UTILITY	15351	14481	48" RCP Storm Drain Pipe-B/A 2/06/2023	001-201-637	8	\$5,858.00
			15351	14473	48" RCP Storm Drain Pipe-B/A 2/06/2023	001-201-637	8	\$5,858.00
92536	2190	ENTERGY		280005633645	1379 W	001-201-630	8	\$96.34

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Check#	Vendor#	Vendor Name	PO#	Invoice#	Description	GL Acct#	ttrebotich Acct Per.	Detail Amount
					GOVERNMENT ST			
				280005633644	1346 W GOVERNMENT ST	001-201-630	8	\$102.38
				95007309627	605 W GOVERNMENT ST	001-201-630	8	\$108.56
				280005635431	LOUIS WILSON DR & HWY 80	001-201-630	8	\$110.78
92540	860	FLEETCOR TECHNOLOGIES		NP64261864	FUEL FOR WEEK 04/24/2023- 04/30/2023	001-201-525	8	\$201.59
				NP64352970	FUEL FOR WEEK 05/01/2023- 05/07/2023	001-201-525	8	\$327.91
92541	463	FREDERICK'S SALES & SERV.	15719	01-72843	Service Equipment- VIN #0956-Stihl FS 250R Weed Eater	001-201-636	8	\$29.58
			15719	01-72845	Service Equipment- VIN #5318-Stihl MS 461 Chain Saw	001-201-636	8	\$125.70
			15719	01-72846	Service Equipment- VIN #5396-Stihl MS 461 Chain Saw	001-201-636	8	\$29.58
			15719	01-72847	Service Equipment- VIN #5882-Stihl TS 420 Cutquick Saw	001-201-636	8	\$29.58
			15647	01-71843	Chainsaws-Sharpen 13 Chains/New Chains, Weedeater Heads	001-201-636	8	\$239.90
						001-201-636	8	\$359.90
						001-201-636	8	\$419.90
						001-201-636	8	\$119.95
						001-201-636	8	\$155.94
			15647	01-72839	Chainsaws-Sharpen 13 Chains	001-201-636	8	\$108.68
			15805	01-73918	REPAIRS TO	001-201-636	8	\$0.00



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Check#	Vendor#	Vendor Name	PO#	Invoice#	Description	GL Acct#	ttrebotich Acct Per.	Detail Amount
					LAWNMOWER BJD			
92544	144	GILMORE BROS BUILDING SUPPLY	15827	117693	Stock at Shop	001-201-636	8	\$0.00
			15764	117257	Stock at Shop	001-201-550	8	\$1,562.40
92551	5975	HEMPHILL CONSTRUCTION COMPANY INC		4533-H23014- 01-FINAL RE- ISSUE	JANUARY 2023 REPAIRS-B/A 4/17/2023	001-201-637	8	\$587.16
92554	575	HOME DEPOT CREDIT SERVICES	15555	7973086	Paint To Cover Graffiti/I-20 & Hwy 80 Bridge	001-201-637	8	\$72,480.31
92564	693	LEWIS ELECTRIC		M2023.55	SIGNAL REPAIRS- INTERSECTION HWY 18 & HWY 468	001-201-604	8	\$43.98
				M2023.56	SIGNAL REPAIRS- INTERSECTION HWY 471 & LUCKNEY	001-201-604	8	\$2,000.00
92568	2975	LYLE MACHINERY CO	15723	W38743	VIN #9286 2000 Ingersoll-Rand SD70D Pro Pac Drum Roller-Replace Turbo	001-201-636	8	\$250.00
92569	12879	MAGCOR INDUSTRIES		127756	P/R REIMBURSEMENT FOR WORK RELEASE	001-201-604	8	\$3,802.47
92576	6785	MICHAEL SCOTT WELLS	14457	05/08/2023-A	BEAVER ERADICATION MAINT-LOCATION #1 B/A 11/7/2016	001-201-600	8	\$1,029.22
			14456	05/08/2023-B	BEAVER ERADICATION MAINT-LOCATION #2-B/A 11/7/2016	001-201-600	8	\$125.00
			14455	05/08/2023-C	BEAVER ERADICATION MAINT-LOCATION #3-B/A 11/7/2016	001-201-600	8	\$125.00



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Check#	Vendor#	Vendor Name	PO#	Invoice#	Description	GL Acct#	ttrebotich Acct Per.	Detail Amount
92588	2377	MURPHY'S LAWN & LANDSCAPE	15769	16888	Yard Restoration-206 Tucker Dr/WO#46903	001-201-637	8	\$6,898.46
92591	7173	NJ FARMS INC	15454	15454	Driveway Repair-122 Parkside Dr/WO#46692	001-201-637	8	\$650.00
			15471	15471	Sidewalk Repair at 422 Edgewood Crossing/WO#46632	001-201-637	8	\$500.00
92597	1015	RANKIN COUNTY COOPERATIVE	15765	283852	New Hire-Charles Johnson-Work Boots, Rubber Boots & Waders	001-201-535	8	\$134.99
						001-201-535	8	\$134.99
						001-201-535	8	\$174.99
92598	1028	RANKIN COUNTY NEWS		241396	ADV FOR BID/CROSSGATES SIDEWALK & RAILING REPAIR PROJECT	001-201-615	8	\$125.54
92611	1141	SOUTHERN PINE ELECTRIC		7351014 MAY 23	STONEGATE DR RED LIGHT-04/04 TO 05/02/2023	001-201-630	8	\$53.68
				15456001 MAY 23	SERVICE DR- CROSSGATES CIR LIGHT-04/05 TO 05/03/2023	001-201-630	8	\$51.75
				15316001 MAY 23	S OF I-20 SIGNAL LIGHT/G'FLD INT- 04/05 TO 05/03/2023	001-201-630	8	\$56.14
				15314001 MAY 23	N OF I-20 SIGNAL LIGHT/G'FLD INT- 04/05 TO 05/03/2023	001-201-630	8	\$53.35
				7351003 MAY 23	G'FLD RD RED LIGHTS/HWY 80- 04/05 TO 05/03/2023	001-201-630	8	\$58.72
				7351005 MAY 23	HWY 18 & G'FLD RD RED LIGHT-04/05	001-201-630	8	\$66.86



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					TO 05/03/2023			
				7351002 MAY 23	ORLEANS WAY SIGNAL LIGHT-04/05 TO 05/03/2023	001-201-630	8	\$55.61
				7351015 MAY 23	HWY 80 EAST RED LIGHT-04/05 TO 05/03/2023	001-201-630	8	\$57.00
92613	6085	SOUTHERN TIRE MART, LLC	15814	2600146024	VIN #7583 Leeboy 400T Asphalt Roller-New Tires	001-201-540	8	\$288.42
						001-201-540	8	\$117.50
92631	4342	WARREN PAVING, INC	15615	75996	610 SLAG-2023 Street Overlay Project #2023-07-B/A 10/17/2022 State Contract #DFA75035-22/23	001-201-726	8	\$16,510.29
			15866	76375	610 SLAG-2023 Street Overlay Project #2023-07-B/A 10/17/22	001-201-726	8	\$2,130.68
			15866	76336	610 SLAG-2023 Street Overlay Project #2023-07-B/A 10/17/22	001-201-726	8	\$6,366.20
			15615	76078-PO 15615	610 SLAG-2023 Street Overlay Project #2023-07-B/A 10/17/22	001-201-726	8	\$3,678.65
			15866	76078-PO 15866	610 SLAG-2023 Street Overlay Project #2023-07-B/A 10/17/22	001-201-726	8	\$10,490.87
			15866	76294	610 SLAG-2023 Street Overlay Project #2023-07-B/A 10/17/22	001-201-726	8	\$6,520.83
			15811	76599	Stock at Shop-Rip	001-201-550	8	\$2,662.29



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			15866	76435	Rap 100#-B/A 10/17/22-State Contract #DFA75035-22/23 610 Slag-2023 Street Overlay Project #2023-07-B/A 10/17/22-State Contract #DFA75035-22/23	001-201-726	8	\$10,927.25
92632	2500	WASTE MANAGEMENT OF JACKSON		3118936-0078-4	DUMPSTER AT CITY SHOP-04/01 TO 04/30/2023	001-201-600	8	\$652.82
Total For Department				001-201				\$201,704.32
Dept#	001-220							
92504	12501	BRADY COMPANIES, LLC	15839	8026472	Janitorial Supplies	001-220-510	8	\$273.60
						001-220-510	8	\$43.59
						001-220-510	8	\$29.70
						001-220-510	8	\$94.10
						001-220-510	8	\$82.38
						001-220-510	8	\$158.00
						001-220-510	8	\$144.90
						001-220-510	8	\$88.72
						001-220-510	8	\$148.29
						001-220-510	8	\$6.24
						001-220-510	8	\$0.00
92510	2254	C SPIRE WIRELESS		0031072390 APR 23	CELLULAR BILL 03/19/2023- 04/18/2023	001-220-605	8	\$47.62
						001-220-605	8	\$34.33
92538	12356	EVENT PROS LLC	15522	1855	BJD 23-City Tent Rental	001-220-648	8	\$510.00

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						001-220-648	8	\$115.00
						001-220-648	8	\$100.00
92541	463	FREDERICK'S SALES & SERV.	15805	01-73477	REPAIRS TO MOWER DURING BJD	001-220-648	8	\$215.19
			15805	01-73918	REPAIRS TO LAWNMOWER BJD	001-220-648	8	\$339.32
92557	623	JACKSON PAPER COMPANY	15417	1333950	Janitorial Supplies	001-220-510	8	\$60.00
92585	13019	MS RACE TIMING & MANAGEMENT LLC		2023-33	BRANDON JUBILEE 5K	001-220-648	8	\$850.00
92589	4402	NEW SOUTH RADIO, INC./THE RADIO PEOPLE	15728	1008-00018- 0000	BJD-Radio Advertisements	001-220-648	8	\$983.00
			15728	1008-00019- 0000	BJD-Radio Advertisements	001-220-648	8	\$1,511.00
92598	1028	RANKIN COUNTY NEWS	15608	241104	BJD-Advertisement	001-220-648	8	\$200.00
			15608	241105	BJD-Advertisement	001-220-648	8	\$355.00
92599	12430	REBECCA EVANS	15830	57	Catering-Mayor's Prayer Breakfast	001-220-648	8	\$3,923.00
92619	4578	TECHSOURCE SOLUTIONS INC		57954	TECH SUPPORT SETUP FOR BJD	001-220-648	8	\$3,619.50
92626	12618	TRUSTMARK VISA - CARLEY KEYES		2121-2-5607- 946983-23.4.1	OFFICE DEPOT- PAPER FOR PRAYER BREAKFAST PROGRAMS	001-220-550	8	\$21.19
				ORDER #10060992423	BJD-SNACKS- SAM'S CLUB	001-220-648	8	\$125.96
				TR #00804	BJD-TOTES- WALMART	001-220-648	8	\$57.52
92629	4935	UNITED RENTALS (N.A.), INC.	15624	218122958-001	AMP-Koe Wetzel/BJD UTVs	001-220-648	8	\$1,470.00
			15616	218045957-002	AMP-Parking Lot Light Towers	001-220-648	8	\$2,248.00
			15733	218971985-001	BJD-Shuttle Vans	001-220-648	8	\$2,712.43
92632	2500	WASTE MANAGEMENT OF JACKSON		3119354-0078-9	BJD DUMPSTERS	001-220-648	8	\$905.75



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Total For Department				001-220				\$21,473.33
Dept#	001-340							
92483	19	ADCAMP, INC.	15641	42233	Asphalt-Repairs to Shiloh Park Bridge	001-340-637	8	\$169.64
92497	12922	AUTOMATED EARTHWORK SERVICES, LLC	15227	1172	Shiloh Fields 9-12/Grading USE 2% B/A 2/6/23	001-340-720	8	\$1,000.00
						001-340-720	8	\$14,352.96
						001-340-720	8	\$2,000.00
92505	12141	BRAN SFM, LLC	14801	FUND0523	OPERATING FUNDING FY-2023/MAY	001-340-600	8	\$183,977.00
92507	4919	BROADBAND VOICE, LLC		88509	AMP AND P&R PHONE-05/01 TO 05/31/2023	001-340-605	8	\$186.64
92540	860	FLEETCOR TECHNOLOGIES		NP64261864	FUEL FOR WEEK 04/24/2023-04/30/2023	001-340-525	8	\$329.63
				NP64352970	FUEL FOR WEEK 05/01/2023-05/07/2023	001-340-525	8	\$235.28
92541	463	FREDERICK'S SALES & SERV.	15620	01-73917	Quarry-ExMark Refurb	001-340-636	8	\$3,687.63
92554	575	HOME DEPOT CREDIT SERVICES		131273	4" STRINGER BEAD WHEEL-DEMO WORK AT DONUT SHOP	001-340-637	8	\$56.94
						001-340-637	8	(\$1.14)
92559	2743	JEFCOAT FENCE CO INC		F11016	NEW GATES-QUARRY PARK & AMP ENTRANCES-USE 2% FUNDS-B/A 4/16/2022	001-340-720	8	\$12,662.84
92569	12879	MAGCOR INDUSTRIES		127756	P/R	001-340-604	8	\$2,760.09

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REIMBURSEMENT FOR WORK RELEASE								
92634	2429	WEST RANKIN UTILITY AUTHORITY	14461	SW-0423- 05/02/2023	MONTHLY SANITATION (SOLID WASTE) SERVICE	001-340-600		\$319.68
						001-340-600		\$325.25
Total For Department				001-340				\$222,062.44
Dept#	001-342							
92501	12360	BLACK FORREST LAWN CARE LLC	15445	1306	Highway 468 Cemetery- 04/28/2023-Mow and Trim-B/A 3/6/23	001-342-604	8	\$1,050.00
			15442	1307	Appleridge Cemetery- 04/25/2023-Mow and Trim-B/A 3/6/23	001-342-604	8	\$250.00
			15444	1332	Old Brandon Cemetery- 05/04/2023-Mow and Trim-B/A 3/6/23	001-342-604	8	\$1,525.00
			15446	1321	School Road Cemetery- 05/04/2023-Mow and Trim-B/A 3/6/23	001-342-604	8	\$250.00
Total For Department				001-342				\$3,075.00
Dept#	001-350							
92504	12501	BRADY COMPANIES, LLC	15838	8026475	Janitorial Supplies	001-350-510	8	\$29.70
						001-350-510	8	\$47.05



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						001-350-510	8	\$63.20
						001-350-510	8	\$29.06
						001-350-510	8	\$136.80
						001-350-510	8	\$49.43
						001-350-510	8	\$0.00
92507	4919	BROADBAND VOICE, LLC		88511	CITY HALL AND LIBRARY PHONE- 05/01 TO 05/31/2023	001-350-605	8	\$697.10
92520	207	CMRLS	14486	05/08/2023	T-1 LINE AT LIBRARY-MAY 2023	001-350-605	8	\$384.00
92539	786	EXELL/MS BOTTLE WATER	14453	150045	WATER EQUIPMENT RENTAL-LIBRARY A#023270	001-350-640	8	\$11.00
				166633	WATER-LIBRARY ACCT #023270	001-350-640	8	\$15.94
92575	4852	METRO MECHANICAL, INC.		59716	LIBRARY-SERVICE CALL-BACKED UP TOILETS	001-350-637	8	\$426.49
				Total For Department	001-350			\$1,889.77
Dept#	001-351							
92494	11103	ARAMARK UNIFORM & CAREER APPAREL GROUP, INC		2780124707	MOPS FOR SENIOR CENTER AND CITY HALL	001-351-510	8	\$26.22
				2780126963	MOPS FOR SENIOR CENTER AND CITY HALL	001-351-510	8	\$26.22
				Total For Department	001-351			\$52.44



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				Fund Total	001			\$610,683.89



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Dept#		004-500						
92479	11737	23/7 Global Inc.		LS0429	LYNYRD SKYNYRD-VIP SETTLEMENT	004-500-600	8	\$11,592.45
92481	4592	ACADEMIC TECHNOLOGIES INC	15635	13958	AMP-LYNYRD SKYNYRD	004-500-600	8	\$470.00
						004-500-550	8	\$240.00
92486	906	AIRGAS USA, LLC	15691	9137456090	AMP-Lynyrd Skynyrd CO2 Tanks	004-500-640	8	\$311.20
92488	9867	Alpha Media, LLC		681687-1	LYNYRD SKYNYRD/WRKS-FM	004-500-615	8	\$331.50
				683026-1	DOOBIE BROTHERS/WRKS-FM	004-500-615	8	\$174.25
92489	10473	AMAZON	15843	1LKW-9J7X-FVJ1	AMP-Bathroom Basket Needs, Smores, Tapestry	004-500-550	8	\$85.09
92490	10919	AMBIANCE LANDSCAPES, LLC	15747	14693	AMP-Landscape Services-B/A 04.03.23	004-500-600	8	\$3,056.18
			15747	14799	AMP-Landscape Services-B/A 04.03.23	004-500-600	8	\$3,056.18
92492	9709	AMY DAVIS-PETTY CASH		05/10/2023	REIMBURSE PETTY CASH EXPENSES	004-500-637	8	\$31.84
92502	9869	Blakeney Communications, Inc		4541-00109-0000	ALABAMA/WBBN-FM SPOTS	004-500-615	8	\$510.00
92507	4919	BROADBAND VOICE, LLC		88509	AMP AND P&R PHONE-05/01 TO 05/31/2023	004-500-605	8	\$180.74
92509	685	BUTCH LEE		04/29/2023	AMP-MAGCOR WORKERS	004-500-550	8	\$112.87
						004-500-550	8	\$104.51
92510	2254	C SPIRE WIRELESS		0031072390	CELLULAR BILL	004-500-605	8	\$51.82

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				APR 23	03/19/2023- 04/18/2023			
						004-500-605	8	\$51.82
						004-500-605	8	\$51.82
92511	9854	Capstar Radio Operating Company		8819699010	JAMES TAYLOR/WSTZ-FM SPOTS	004-500-615	8	\$239.70
92516	10211	CHARLES MICHAEL BURGESS	15735	COB-1- 05042023	Lock Set For A2 Building Concession Door	004-500-636	8	\$1,000.00
			15492	COB-3- 05042023	Replace 2 Damaged Doors To Left & Right Of Stage	004-500-637	8	\$1,795.00
			15734	COB-2- 05042023	Exit Device Lockable Trim and Installation	004-500-636	8	\$970.00
92518	1999	CINTAS CORPORATION NO 210		4154539786	MATS/AMPHITHEAT ER	004-500-510	8	\$307.28
				5157704540	AMP-FIRST AID SUPPLIES	004-500-550	8	\$370.84
				4155246572	MATS/AMPHITHEAT ER	004-500-510	8	\$307.28
92527	10020	Cumulus Broadcasting LLC		AA3439259	LYNYRD SKYNYRD/WSMS- FM	004-500-615	8	\$255.00
92535	370	ELCON ELECTRICAL CO. INC.	15604	49526	AMP-Show Staffing/Lynyrd Skynyrd	004-500-600	8	\$576.00
92539	786	EXELL/MS BOTTLE WATER	14452	150902	WATER EQUIPMENT RENTAL-AMP A#029737	004-500-640	8	\$11.00
92540	860	FLEETCOR TECHNOLOGIES		NP64352970	FUEL FOR WEEK 05/01/2023- 05/07/2023	004-500-525	8	\$174.89
92547	11741	Global Tour Creatives LLC		951443	KEY ART TEMPLATES/DOOBI E BROTHERS	004-500-615	8	\$115.00



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92553	9856	Holladay Broadcasting of Louisiana, LLC		10802-00050-0000	LUKE BRYAN/WBBV-FM SPOTS	004-500-615	8	\$153.00
92554	575	HOME DEPOT CREDIT SERVICES		5020406	SIGN REPAIR-AMP	004-500-550	8	\$26.68
						004-500-550	8	(\$0.53)
				4220443	SIGN REPAIR-AMP	004-500-550	8	\$88.13
						004-500-550	8	(\$1.76)
92556	1241	J L ROBERTS MECHANICAL	15634	SD600	AMP-LYNYRD SKYNYRD STAFFING	004-500-600	8	\$750.00
92558	2791	JANI KING OF JACKSON		JAC04230454	PRE-SEASON KITCHEN CLEAN-AMP	004-500-600	8	\$275.00
			15645	JAC04230455	AMP-Koe Wetzel 04/08/2023	004-500-600	8	\$640.00
						004-500-600	8	\$585.00
						004-500-600	8	\$2,182.00
92559	2743	JEFCOAT FENCE CO INC		F11016	NEW GATES-QUARRY PARK & AMP ENTRANCES-USE 2% FUNDS-B/A 4/16/2022	004-500-720	8	\$9,497.16
92563	12699	Lendsi Radio LLC		23020036	JAMES TAYLOR/WVBG-FM SPOTS	004-500-615	8	\$122.40
				23030044	DOOBIE BROTHERS/WVBG-FM SPOTS	004-500-615	8	\$122.40
				23020037	LYNYRD SKYNYRD/WVBG-FM SPOTS	004-500-615	8	\$122.40
92565	9846	Live Nation Worldwide Inc		INV100170755	LYNYRD SKYNYRD/HD TV CUTS	004-500-615	8	\$1,100.00
				INV100170366	LYNYRD SKYNYRD/RADIO CUTS	004-500-615	8	\$470.00



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92567	8051	LORI SCHULER	15818	2101	AMP-EVENT STAFF/LYNYRD SKYNYRD	004-500-600	8	\$5,616.57
			15818	2102	AMP- SECURITY/LYNYRD SKYNYRD	004-500-600	8	\$7,756.42
92569	12879	MAGCOR INDUSTRIES		127756	P/R REIMBURSEMENT FOR WORK RELEASE	004-500-604	8	\$3,793.81
92572	10039	Melanie Duncan Thortis		1001	PHOTOGRAPHY/LY NYRD SKYNYRD CONCERT	004-500-600	8	\$300.00
92578	6168	MIPCO IMPRESSION PRODUCTS, INC.	14494	233923	AMP COPIER-MAY 2023	004-500-640	8	\$195.00
						004-500-640	8	\$17.65
92579	9860	Mississippi Broadcasters, LLC		10866-00056- 0000	LUKE BRYAN/WOKK-FM SPOTS	004-500-615	8	\$266.90
92589	4402	NEW SOUTH RADIO, INC./THE RADIO PEOPLE		6059-00239- 0000	LYNYRD SKYNYRD/WUSJ- FM SPOTS	004-500-615	8	\$459.00
				6059-00238- 0000	LYNYRD SKYNYRD/WHJT- FM SPOTS	004-500-615	8	\$265.20
92590	1516	Nexstar Inc.		3953563-1	ALABAMA/WJTV-TV	004-500-615	8	\$875.50
				3915763-1	DOOBIE BROTHERS/WJTV- TV	004-500-615	8	\$901.00
92603	1048	REVELL HARDWARE	15804	343603/2	HARDWARE-AMP	004-500-550	8	\$56.28
92606	1109	SHERWIN WILLIAMS PAINT	15813	9507-5	3 Gallons of Handrail Paint	004-500-637	8	\$213.04
92614	7866	SPOTON NEWCO, INC.		36687	MAR 2023 FP TRANS FEES-AMP	004-500-600	8	\$28.26
92618	4221	T ENTERPRISES INC		1230488-01	LYNYRD SKYNYRD POSTERS	004-500-615	8	\$76.32
				1230709-01	DOOBIE	004-500-615	8	\$76.32

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92619	4578	TECHSOURCE SOLUTIONS INC	15636	58121	BROTHERS POSTERS AMP LABOR BILL- APR 2023	004-500-600	8	\$882.00
						004-500-600	8	\$784.00
						004-500-600	8	\$392.00
92620	9855	Telesouth Communications		IN-1230250265	JAMES TAYLOR/WFMN-FM SPOTS	004-500-615	8	\$357.00
				IN-1230250278	LYNYRD SKYNYRD/WFMN- FM SPOTS	004-500-615	8	\$357.00
92626	12618	TRUSTMARK VISA - CARLEY KEYES		4127024	MICHAELS- RETURN AMP PAINT FOR CREDENZA	004-500-550	8	(\$21.38)
			15842	TR #07393	AMP-Bathroom Basket Needs	004-500-550	8	\$37.45
92629	4935	UNITED RENTALS (N.A.), INC.	15624	218122958-001	AMP-Koe Wetzel/BJD UTVs	004-500-640	8	\$376.00
			15616	218045957-002	AMP-Parking Lot Light Towers	004-500-640	8	\$2,680.00
92632	2500	WASTE MANAGEMENT OF JACKSON		3119203-0078-8	AMP-04/01 TO 04/30/2023	004-500-600	8	\$1,021.63
92635	10027	WILSON & WILSON IRRIGATION, INC	15832	00303	Annual Irrigation Inspection & Startup Service	004-500-636	8	\$1,007.26
				Total For Department	004-500			\$71,436.37
				Fund Total	004			\$71,436.37



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Dept#		100-220						
92518	1999	CINTAS CORPORATION NO 210		4153249072	UNIFORMS	100-220-535	8	\$8.65
				4153960230	UNIFORMS	100-220-535	8	\$8.65
				4154641803	UNIFORMS	100-220-535	8	\$9.32
92522	11726	COMMUNITY BANK OF MISSISSIPPI	14462	189661	VACPAK LEAF & LITTER COLLECTOR/VACP AK STREET SWEEPER-36 MONTH LEASE	100-220-850	8	\$11,826.00
92526	10569	CROSS COUNTRY GROCERY, INC		04/28/2023	INMATE MEALS	100-220-520	8	\$232.00
				05/05/2023	INMATE MEALS	100-220-520	8	\$261.00
				05/09/2023	INMATE MEALS	100-220-520	8	\$258.97
92540	860	FLEETCOR TECHNOLOGIES		NP64261864	FUEL FOR WEEK 04/24/2023- 04/30/2023	100-220-525	8	\$270.24
				NP64352970	FUEL FOR WEEK 05/01/2023- 05/07/2023	100-220-525	8	\$117.78
92546	12957	GLEASON TIRES LLC	15802	05/04/2023-VIN #4366	VIN #4366 2016 Chevy Sanitation Van-Oil Change	100-220-635	8	\$45.44
92586	11299	MSLCP, LLC		402788	INMATE MEALS 04/27/2023	100-220-520	8	\$283.80
				402787	INMATE MEALS 04/20/2023	100-220-520	8	\$255.82
				402786	INMATE MEALS 04/13/2023	100-220-520	8	\$238.31
				402789	INMATE MEALS 05/04/2023	100-220-520	8	\$224.82
92594	2583	RAMEY'S		000810089323	INMATE MEALS	100-220-520	8	\$270.49

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City of Brandon
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Check Run #: 12851

Check#	Vendor#	Vendor Name	PO#	Invoice#	Description	GL Acct#	ttrebotich Acct Per.	Detail Amount
					05/01/2023			
				000810089337	INMATE MEAL	100-220-520	8	\$6.99
					05/01/2023			
				000810089500	INMATE MEALS	100-220-520	8	\$252.14
					05/03/2023			
				000810089501	INMATE CUPS AND	100-220-520	8	\$28.00
					DRINKS-05/03/2023			
				000810089609	INMATE DRINKS	100-220-520	8	\$23.98
					AND RANCH			
					DRESSING-			
					05/04/2023			
				000810089610	INMATE CUPS-	100-220-520	8	\$4.00
					05/04/2023			
				000810089736	INMATE CUPS,	100-220-520	8	\$35.83
					PLATES, FORKS &			
					DRINKS-05/05/2023			
				000810090008	INMATE MEALS	100-220-520	8	\$238.23
					05/08/2023			
				000810090010	INMATE CUPS-	100-220-520	8	\$4.00
					05/08/2023			
				000810090085	INMATE CUPS,	100-220-520	8	\$29.85
					FORKS & DRINKS-			
					05/09/2023			
				000810090155	INMATE CUPS AND	100-220-520	8	\$25.58
					DRINKS-05/10/2023			
				000810090257	INMATE CUPS,	100-220-520	8	\$30.25
					PLATES AND			
					DRINKS-05/11/2023			
92597	1015	RANKIN COUNTY COOPERATIVE	15718	283641	Rubber Boots for	100-220-535	8	\$99.98
					Inmates			
92605	1420	ROGERS-DABBS CHEVROLET	15801	CVW444683	VIN #4366 2016	100-220-635	8	\$121.75
					Chevy Sanitation			
					Van-A/C Control			
92609	1851	SONIC		CHK 198-	INMATE MEALS	100-220-520	8	\$300.72
				05/03/2023	05/03/2023			
				CHK 187-	INMATE MEALS	100-220-520	8	\$341.02
				05/10/2023	05/10/2023			

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Check#	Vendor#	Vendor Name	PO#	Invoice#	Description	GL Acct#	ttrebotich Acct Per.	Detail Amount
92634	2429	WEST RANKIN UTILITY AUTHORITY	14461	SW-0423- 05/02/2023	MONTHLY SANITATION (SOLID WASTE) SERVICE	100-220-603		\$144,327.70
Total For Department				100-220				\$160,181.31
Fund Total				100				\$160,181.31



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Check Run #: 12851

Check#	Vendor#	Vendor Name	PO#	Invoice#	Description	GL Acct#	ttrebotich Acct Per.	Detail Amount
Dept#		314-600						
92622	3187	THORNTON CONSTRUCTION CO INC		PAY REQUEST #3	GRANTS FERRY PKWY SEWER LINE EXT/PR #3/ARPA FUNDS/PROJECT 2021-21	314-600-714	8	\$322,217.11
Total For Department				314-600				\$322,217.11
Fund Total				314				\$322,217.11



City of Brandon
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Check Run #: 12851

Check#	Vendor#	Vendor Name	PO#	Invoice#	Description	GL Acct#	ttrebotich Acct Per.	Detail Amount
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Dept# 400-450

92633	1315	WEST RANKIN UTILITY AUTHORITY	14460	WW-0523	WASTEWATER (SEWER) BILLING	400-450-890	8	\$345,389.00
Total For Department				400-450				\$345,389.00

Dept# 400-670

92562	3889	LEC INC.	14531	20160410-29	WELL SITE WIRELESS MAINTENANCE AGREEMENT-B/A 10/03/2016	400-670-600	8	\$625.15
92566	4866	LOGICS		24529	IVR USAGE OVERAGES-APR 2023	400-670-600	8	\$114.17
92578	6168	MIPCO IMPRESSION PRODUCTS, INC.	14491	234122	PUBLIC WORKS COPIER-MAY 2023	400-670-640	8	\$275.74
						400-670-640	8	\$70.60
92593	9654	PROTEL, INC	14567	230400705	ACCT #1364-CALL CENTER SERVICE	400-670-600	8	\$3,068.72
92608	5241	SHRED-IT		8003820959	SHRED SERVICES- 04/04/2023-PW AND CITY HALL	400-670-600	8	\$66.66
Total For Department				400-670				\$4,221.04

Dept# 400-673

92487	12016	ALLIED UNIVERSAL CORPORATION	14815	I2855989	Stock at Shop- Chlorine-FY23 Commodity Bid Price-B/A 11/21/22	400-673-515	8	\$2,925.00
			14815	I2856008	Stock at Shop-	400-673-515	8	\$2,925.00

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Check Run #: 12851

Check#	Vendor#	Vendor Name	PO#	Invoice#	Description	GL Acct#	ttrebotich Acct Per.	Detail Amount
						400-673-605	8	\$34.33
						400-673-605	8	\$34.33
						400-673-605	8	\$34.33
92515	229	CENTRAL PIPE SUPPLY		S100334297.00 1	WO#47541-705 W GOVT ST- REPLACED METER VALVE	400-673-637	8	\$41.43
				S100334248.00 1	WO#47541-705 W GOVT ST-BRONZE BALL VALVE	400-673-637	8	\$243.51
92517	13018	CHEMRITE, INC	15509	317294	Stock at Shop- Sodium Fluoride	400-673-515	8	\$5,500.00
92518	1999	CINTAS CORPORATION NO 210		4153249072	UNIFORMS	400-673-535	8	\$12.95
						400-673-535	8	\$9.35
						400-673-535	8	\$11.30
						400-673-535	8	\$11.30
						400-673-535	8	\$10.64
						400-673-535	8	\$14.23
						400-673-535	8	\$8.99
						400-673-535	8	\$8.65
						400-673-535	8	\$10.85
						400-673-535	8	\$12.27
						400-673-535	8	\$308.00
						400-673-535	8	\$35.73
						400-673-535	8	\$11.00
				4153960230	UNIFORMS	400-673-535	8	\$12.95
						400-673-535	8	\$9.35
						400-673-535	8	\$11.30
						400-673-535	8	\$11.30
						400-673-535	8	\$10.64
						400-673-535	8	\$14.23
						400-673-535	8	\$8.99



City of Brandon
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Check Run #: 12851

Check#	Vendor#	Vendor Name	PO#	Invoice#	Description	GL Acct#	ttrebotich Acct Per.	Detail Amount
						400-673-535	8	\$8.65
						400-673-535	8	\$10.85
						400-673-535	8	\$12.27
						400-673-535	8	\$65.55
						400-673-535	8	\$11.00
						400-673-535	8	\$65.61
				4154641803	UNIFORMS	400-673-535	8	\$13.82
						400-673-535	8	\$10.07
						400-673-535	8	\$12.17
						400-673-535	8	\$12.17
						400-673-535	8	\$11.33
						400-673-535	8	\$15.03
						400-673-535	8	\$9.68
						400-673-535	8	\$9.32
						400-673-535	8	\$11.55
						400-673-535	8	\$13.09
						400-673-535	8	\$451.68
						400-673-535	8	\$11.71
						400-673-535	8	\$117.63
92523	274	CONSOLIDATED PIPE & SUPPLY CO., INC.	15725	0432444-000-000	Stock at Shop	400-673-550	8	\$40.00
						400-673-550	8	\$151.25
						400-673-550	8	\$108.00
						400-673-550	8	\$46.50
						400-673-550	8	\$265.00
						400-673-550	8	\$675.00
						400-673-550	8	\$620.00
						400-673-550	8	\$954.00
						400-673-550	8	\$548.00
						400-673-550	8	\$490.00
92525	134	CORPORATE BILLING, LLC	15695	222516	VIN #0976 2007 Ford	400-673-635	8	\$2,574.96

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Check Run #: 12851

Check#	Vendor#	Vendor Name	PO#	Invoice#	Description	GL Acct#	ttrebotich Acct Per.	Detail Amount
					F150-Repair Ball Joints & Coil Packs			
			15826	223338	VIN #0976 2007 Ford F150-Repairs	400-673-635	8	\$1,623.39
92529	2183	D&S SALES	15763	35806	1) Tail Light for VIN #0992 2015 Ford F150	400-673-635	8	\$68.90
					2) Batteries for caution lights			
					3) Boom Light for VIN #0259 210 Komatsu Trackhoe			
						400-673-550	8	\$107.40
						400-673-636	8	\$194.92
			15797	35805	Stock at Shop	400-673-550	8	\$69.60
						400-673-550	8	\$38.00
						400-673-550	8	\$59.11
						400-673-550	8	\$262.00
92535	370	ELCON ELECTRICAL CO. INC.		49495	ER SERVICE CALL- TROUBLESHOOT EXTERIOR LIGHTS	400-673-636	8	\$202.85
92536	2190	ENTERGY		470003168023	311 OLD LAKE LAND DR WATER TANK	400-673-630	8	\$146.05
92539	786	EXELL/MS BOTTLE WATER	14451	149921	WATER EQUIPMENT RENTAL-SHOP A#018566	400-673-640	8	\$11.00
92540	860	FLEETCOR TECHNOLOGIES		NP64261864	FUEL FOR WEEK 04/24/2023-04/30/2023	400-673-525	8	\$1,040.47
				NP64352970	FUEL FOR WEEK 05/01/2023-05/07/2023	400-673-525	8	\$1,005.44
92541	463	FREDERICK'S SALES & SERV.	15566	01-72945	Stihl BR600 Backpack Blower-Repairs	400-673-636	8	\$208.27
92544	144	GILMORE BROS BUILDING SUPPLY	15827	117693	Stock at Shop	400-673-550	8	\$430.50

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Check#	Vendor#	Vendor Name	PO#	Invoice#	Description	GL Acct#	ttrebotich Acct Per.	Detail Amount
						400-673-550	8	\$86.94
						400-673-550	8	\$215.76
			15768	117256	Measuring Tape for Oley	400-673-550	8	\$58.49
92546	12957	GLEASON TIRES LLC	15798	05/01/2023-VIN #5852	VIN #5852 2007 Ford F350-Labor To Install Wiper Motor	400-673-635	8	\$125.00
			15803	05/02/2023-VIN #4852	VIN #4852 2020 Dodge Ram 5500-Oil Change	400-673-635	8	\$51.99
92548	11724	GOULD ENTERPRISES, LLC		2310	WO#47333-ATTEMPT TO REPAIR WATER LEAK NEAR BRANDON ELEMENTARY	400-673-637	8	\$2,701.00
92550	9198	HD SUPPLY INC	15519	343044	Desk Chair	400-673-550	8	\$168.73
92551	5975	HEMPHILL CONSTRUCTION COMPANY INC		4539-H23030-01-FINAL	FEBRUARY 2023 REPAIRS	400-673-637	8	\$64,968.07
				4533-H23014-01-FINAL RE-ISSUE	JANUARY 2023 REPAIRS-B/A 4/17/2023	400-673-637	8	\$21,075.18
92557	623	JACKSON PAPER COMPANY	15796	1337612	Stock at Shop	400-673-550	8	\$81.51
						400-673-550	8	\$87.77
						400-673-550	8	\$132.06
						400-673-550	8	\$363.35
92560	10529	K&S TRUCKING LLC		16443	VIN #4837-ER TIRE REPAIR	400-673-540	8	\$25.00
92562	3889	LEC INC.		104330	TROUBLESHOOT MARQUETTE, LAKEBEND 5 & HOSPITAL WELL ISSUES	400-673-637	8	\$1,051.26
92568	2975	LYLE MACHINERY CO	15761	W38874	VIN #1528 Komatsu D61PX-23 Crawler Dozer-A/C Repair	400-673-636	8	\$1,140.48



City of Brandon
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Check#	Vendor#	Vendor Name	PO#	Invoice#	Description	GL Acct#	ttrebotich Acct Per.	Detail Amount
92569	12879	MAGCOR INDUSTRIES		127756	P/R REIMBURSEMENT FOR WORK RELEASE	400-673-604	8	\$5,067.93
92571	2687	MARTIN BLOUGH CO	15622	i1283	CITY SHOP- ANNUAL FIRE EXTINGUISHER INSPECTION	400-673-600	8	\$765.00
92578	6168	MIPCO IMPRESSION PRODUCTS, INC.	14493	233919	SHOP COPIER RENTAL-MAY 2023	400-673-640	8	\$195.00
92587	4236	MSRWA		04/26/2023	MSRWA MEMBERSHIP DUES FOR 7/01/2023- 06/30/2024	400-673-695	8	\$1,275.00
92591	7173	NJ FARMS INC	15487	15487	Concrete Repair-127 Lakebend Cir/WO#46251	400-673-637	8	\$2,200.00
			15455	15455	Concrete Repair-405 Lakebend PI/WO#46250	400-673-637	8	\$750.00
			15465	15465	Driveway Repair-110 Lori Circle/WO#46252	400-673-637	8	\$2,200.00
92597	1015	RANKIN COUNTY COOPERATIVE	15767	283844	New Hire-Kielen Harvey-Work Boots, Rubber Boots & Waders	400-673-535	8	\$206.99
						400-673-535	8	\$134.99
						400-673-535	8	\$174.99
			15766	283851	New Hire-Howard Harris-Work Boots, Rubber Boots & Waders	400-673-535	8	\$164.99
						400-673-535	8	\$134.99
						400-673-535	8	\$174.99
			15810	1021108	Stock at Shop-Weed Killer	400-673-550	8	\$1,650.00



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Check#	Vendor#	Vendor Name	PO#	Invoice#	Description	GL Acct#	ttrebotich Acct Per.	Detail Amount
92601	1038	REDDY ICE-JACKSON	14532	29-3180415	ICE FOR CREW AT CITY SHOP	400-673-550	8	\$280.80
92612	4779	SOUTHERN PIPE & SUPPLY CO, INC	15682	7848874-00	Tools for Water Dept	400-673-550	8	\$314.04
						400-673-550	8	\$179.18
92630	9512	VERMEER MIDSOUTH, INC	15687	00342767	VIN #4837 2017 McLaughlin VX30-500 [Vacuum] Excavator	400-673-636	8	\$76.95
						400-673-636	8	\$75.62
Total For Department				400-673				\$134,635.94

Dept#	400-680							
92510	2254	C SPIRE WIRELESS		0031072390 APR 23	CELLULAR BILL 03/19/2023- 04/18/2023	400-680-605	8	\$51.82
						400-680-605	8	\$34.33
92518	1999	CINTAS CORPORATION NO 210		4153249072	UNIFORMS	400-680-535	8	\$7.29
				4153960230	UNIFORMS	400-680-535	8	\$7.29
				4154641803	UNIFORMS	400-680-535	8	\$7.83
92525	134	CORPORATE BILLING, LLC	15758	223036	VIN #8633 2008 Ford F350-Repairs	400-680-635	8	\$1,876.25
92536	2190	ENTERGY		395004781402	105 KENNEDY FARM PKWY	400-680-630	8	\$44.17
				175007011080	864 LONG LEAF CIRCLE	400-680-630	8	\$120.71
				330003957534	476 EDGEWOOD XING PLE A LIFT	400-680-630	8	\$83.71
92540	860	FLEETCOR TECHNOLOGIES		NP64261864	FUEL FOR WEEK 04/24/2023- 04/30/2023	400-680-525	8	\$231.13
				NP64352970	FUEL FOR WEEK 05/01/2023- 05/07/2023	400-680-525	8	\$315.03



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Check#	Vendor#	Vendor Name	PO#	Invoice#	Description	GL Acct#	ttrebotich Acct Per.	Detail Amount
92549	5991	HARVEY SERVICES INC	14886	5951	Replace Gates & Fence On Lift Stations	400-680-637	8	\$1,050.00
						400-680-637	8	\$850.00
				6000	WO#46335-2009 CANTERBURY PL WEST-GRINDER PUMP REPAIR	400-680-636	8	\$1,065.00
				5988	WO#46330-G'FLD STATION AT G'FLD RIDGE LS	400-680-636	8	\$1,242.00
				5948	WO#46108-INSTALL GRINDER PUMP- 101 BRISTOL PL	400-680-722	8	\$1,984.80
				5947	WO#46110- REPLACE STARTER IN PANEL BOX-CANNON RIDGE LS	400-680-636	8	\$915.00
				5878	WO#45417- PROVONCE PARK LS REPAIRS	400-680-636	8	\$1,712.50
				5976	ER REPAIRS- COUNTRY MEADOWS LS- WILLOW CREEK DR	400-680-636	8	\$12,714.10
92551	5975	HEMPHILL CONSTRUCTION COMPANY INC		4533-H23014- 01-FINAL RE- ISSUE	JANUARY 2023 REPAIRS-B/A 4/17/2023	400-680-637	8	\$30,028.00
92588	2377	MURPHY'S LAWN & LANDSCAPE	15762	16887	Yard Restoration-670 Trickhambridge Rd/WO#44838	400-680-637	8	\$5,796.08
92611	1141	SOUTHERN PINE ELECTRIC		7720001 MAY 23	WILLOW CREEK DR-GFLD RNCH- CNTRY MDWS LS- 03/29 TO 04/26/2023	400-680-630	8	\$220.18
				7351007 MAY 23	ROUSE DR LS- 04/05 TO 05/03/2023	400-680-630	8	\$48.43



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Check#	Vendor#	Vendor Name	PO#	Invoice#	Description	GL Acct#	ttrebotich Acct Per.	Detail Amount
				400014296 MAY 23	658 CONTI DR LS-04/05 TO 05/03/2023	400-680-630	8	\$61.18
				400013703 MAY 23	965 FILMORE DR LS-04/06 TO 05/04/2023	400-680-630	8	\$66.12
				7351020 MAY 23	252 G'FLD RIDGE DR LS-04/05 TO 05/03/2023	400-680-630	8	\$294.97
92613	6085	SOUTHERN TIRE MART, LLC	15816	2600146023	VIN #5256 Kubota 5200 Tractor-Tire Repair	400-680-540	8	\$212.50
				Total For Department	400-680			\$61,040.42
				Fund Total	400			\$545,286.40
				Grand Total				\$1,709,805.08



City of Brandon
Manual Check Batch #: 5411
Fiscal Year 2022 - 2023 8 - May

Vendor #	Name	PO #	Invoice #	Inv Date	Due Date	Invoice Amount		Sequence #
GL Account #	Account Description	Tax	1099	Sales Tax Amount	Liq. Amount	Detail Amount	Detail Description	
Check # 2154	Check Date: 4/29/2023							
11433	All Events LLC		429231	4/29/2023	5/2/2023	\$0.00		100
004-500-600	PROF SERVICES - OTHER	N				\$0.00	\$0.00	Void Check
				Invoice Total		\$0.00	\$0.00	
				Total for Check # 2154		\$0.00	\$0.00	
Check # 2155	Check Date: 4/29/2023							
13066	Christopher Seth Colston		52231	4/29/2023	5/2/2023	\$1,500.00		100
004-500-603	ARTIST AGREEMENT	N				\$0.00	\$1,500.00	Settlement - Lynard Skynard support
				Invoice Total		\$0.00	\$1,500.00	
				Total for Check # 2155		\$0.00	\$1,500.00	
Check # 2156	Check Date: 4/29/2023							
11433	All Events LLC		52232	4/29/2023	5/2/2023	\$22,500.00		100
004-500-600	PROF SERVICES - OTHER	N				\$0.00	\$22,500.00	Sound & Lights - Lynard Skynard
				Invoice Total		\$0.00	\$22,500.00	
				Total for Check # 2156		\$0.00	\$22,500.00	
Check # 2157	Check Date: 4/29/2023							
8076	SHAWN HOUSER		52233	4/29/2023	5/2/2023	\$30,000.00		100
004-500-603	ARTIST AGREEMENT	N	NEC			\$0.00	\$30,000.00	Settlement - Lynard Skynard support
				Invoice Total		\$0.00	\$30,000.00	
				Total for Check # 2157		\$0.00	\$30,000.00	
Check # 2158	Check Date: 4/29/2023							
11521	MORGAN HUDSON BROWNING		52234	4/29/2023	5/2/2023	\$250.00		100
004-500-600	PROF SERVICES - OTHER	N	NEC			\$0.00	\$250.00	Camera Crew - Lynard Skynard
				Invoice Total		\$0.00	\$250.00	
				Total for Check # 2158		\$0.00	\$250.00	

Check # 2159 8161 004-500-600	Check Date: 4/29/2023 Roderick Randall Kwan PROF SERVICES - OTHER	N	52235 NEC	4/29/2023	5/2/2023	\$400.00 \$0.00	\$400.00	100 Jumbotron Services - Lynard Skynard
						Invoice Total	\$0.00	\$400.00
						Total for Check # 2159	\$0.00	\$400.00
Check # 2160 8065 004-500-600	Check Date: 4/29/2023 COLE ENTERTAINMENT SERVICE PROF SERVICES - OTHER	N	52236	4/29/2023	5/2/2023	\$28,785.55 \$0.00	\$27,135.55	100 Stagehands - Lynard Skynard
004-500-640	RENTALS	N				\$0.00	\$1,650.00	Spot Light rental - Lynard Skynard
						Invoice Total	\$0.00	\$28,785.55
						Total for Check # 2160	\$0.00	\$28,785.55
Check # 2161 12422 004-500-600	Check Date: 4/29/2023 Benny H Holden PROF SERVICES - OTHER	N	52237 NEC	4/29/2023	5/2/2023	\$0.00 \$0.00	\$0.00	100 Void Check
						Invoice Total	\$0.00	\$0.00
						Total for Check # 2161	\$0.00	\$0.00
Check # 2162 12423 004-500-600	Check Date: 4/29/2023 Wesley Latt PROF SERVICES - OTHER	N	52237 NEC	4/29/2023	5/2/2023	\$50.00 \$0.00	\$50.00	100 Weather Services - Lynard Skynard
						Invoice Total	\$0.00	\$50.00
						Total for Check # 2162	\$0.00	\$50.00
Check # 2163 11920 004-500-600	Check Date: 4/29/2023 Bellamy, LLC PROF SERVICES - OTHER	N	52238 NEC	4/29/2023	5/2/2023	\$9,937.00 \$0.00	\$9,937.00	100 Catering - Lynard Skynard
						Invoice Total	\$0.00	\$9,937.00
						Total for Check # 2163	\$0.00	\$9,937.00
Check # 2164 12422 004-500-600	Check Date: 4/29/2023 Benny H Holden PROF SERVICES - OTHER	N	52239 NEC	4/29/2023	5/2/2023	\$50.00 \$0.00	\$50.00	100 Weather Services - Lynard Skynard
						Invoice Total	\$0.00	\$50.00
						Total for Check # 2164	\$0.00	\$50.00
Check # 2165	Check Date: 4/29/2023							

12959	Still Unbroken, Inc.		522310	4/29/2023	5/2/2023	\$5,020.00	100
004-500-603	ARTIST AGREEMENT	N				\$0.00 \$5,020.00	Artist Settlement - Charity (\$1 per ticket sold)
				Invoice Total		\$0.00 \$5,020.00	
				Total for Check # 2165		\$0.00 \$5,020.00	
Check # 2166	Check Date: 4/29/2023						
12959	Still Unbroken, Inc.		522311	4/29/2023	5/2/2023	\$175,270.00	100
004-500-603	ARTIST AGREEMENT	N				\$0.00 \$175,000.00	Artist Settlement - Lynard Skynard
004-500-600	PROF SERVICES - OTHER	N				\$0.00 \$270.00	Artist Settlement - Lynard Skynard - Camera Operator support
				Invoice Total		\$0.00 \$175,270.00	
				Total for Check # 2166		\$0.00 \$175,270.00	
			Total for fund	004		\$0.00 \$273,762.55	
			Total for batch	5411		\$0.00 \$273,762.55	



City of Brandon

Manual Check Batch #: 5412

Fiscal Year 2022 - 2023 8 - May

Vendor #	Name	PO #	Invoice #	Inv Date	Due Date	Invoice Amount		Sequence #
GL Account #	Account Description	Tax	1099	Sales Tax Amount	Liq. Amount	Detail Amount	Detail Description	
Check # 20055	Check Date: 5/3/2023							
13074	RICKEY BLYTHE		05/03/2023	5/3/2023	5/3/2023	\$300.00	100	
001-220-600	PROF SERVICES - OTHER	N	NEC			\$0.00	\$300.00	SPEAKER-MAYOR'S PRAYER BREAKFAST
Invoice Total						\$0.00	\$300.00	
Total for Check # 20055						\$0.00	\$300.00	
Check # 20056	Check Date: 5/3/2023							
13075	CLIFTON BOGGANS		05/03/2023	5/3/2023	5/3/2023	\$100.00	100	
001-220-600	PROF SERVICES - OTHER	N	NEC			\$0.00	\$100.00	SPEAKER-MAYOR'S PRAYER BREAKFAST
Invoice Total						\$0.00	\$100.00	
Total for Check # 20056						\$0.00	\$100.00	
Total for fund			001			\$0.00	\$400.00	
Total for batch			5412			\$0.00	\$400.00	

CITY OF BRANDON
05/15/2023 Voided Claims

V #12566	Jermy Stevens - Avlossa Firework Productions, LLC	\$10,000.00
4/20/2023	Check #20054 / Voided in Logics 05/01/2023	\$10,000.00
	Check Voided Due To Rain On 4/29/2023	
V #5975	Hemphill Construction Company, Inc	\$123,583.49
4/17/2023	Check #92109 / Voided in Logics 05/11/2023	\$123,583.49
	Check Voided Due To Vendor Not Receiving In The Mail	



MEMORANDUM

TO: HONORABLE MAYOR BUTCH LEE AND BOARD OF ALDERMEN
FROM: CARLY DEARMAN, PUBLIC WORKS COORDINATOR
BOARD AGENDA: MAY 15, 2023
SUBJECT: GRANTS FERRY PARKWAY SEWER LINE EXTENSION PROJECT
PAY REQUEST 3

Asking for your consideration to approve Pay Request 3 in the amount of \$322,217.11 from Thornton Construction Company for the Grants Ferry Parkway Sewer Line Extension Project and authorize payment of the same.

On January 3, 2023, the Board awarded the bid for the Grants Ferry Sewer Line Extension Project to Thornton Construction Company. This project will allow for the installation of approximately 18,000 linear feet of new sanitary sewer lines to serve currently unsewered areas in the Northeast portion of the City of Brandon. The Board approved permission to advertise for this project on April 18, 2022.

Thank you for your consideration in this matter. Please let me know if you have any questions.

ATTACHMENTS:

- Benchmark Engineering Recommendation Letter
- Grants Ferry Parkway Sewer Line Extension Pay Request 3

GL Code: 400-680-716

Funding: ARPA



May 9, 2023

Mrs. Carly Dearman
Public Works Operations Coordinator
City of Brandon
1000 Municipal Dr.
Brandon, MS 39042

RE: City of Brandon
Grants Ferry Sewer Extension Project
B-9063
Pay Request #3

Dear Mrs. Dearman:

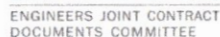
Please find included in this packet all documentation and paperwork necessary for approval of Pay Request # 3 for construction services for the Grants Ferry Sewer Extension Project for Thornton Construction Co. Inc. in the amount of \$322,217.11.

We have reviewed this pay request and recommend this be submitted to the Board for their approval. Should you have any questions or need additional information, please do not hesitate to contact our office at 601-591-1077.

Sincerely,

Matthew Miller, P.E., P.L.S.
Benchmark Engineering & Surveying, LLC

cc: File: B-9063



3

Application For Payment
Change Order Summary

1. ORIGINAL CONTRACT PRICE.....	\$	\$3,365,216.15
2. Net change by Change Orders.....	\$	
3. Current Contract Price (Line 1 ± 2).....	\$	\$3,365,216.15
4. TOTAL COMPLETED (Column H total on Progress Estimates).....	\$	\$1,053,653.95
5. TOTAL STORED (see stored material summary sheet).....		\$142,543.21
6. COMPLETED AND STORED TO DATE.....		\$1,196,197.16
7. RETAINAGE:		
a. 5% X \$1,053,653.95 Work Completed.....	\$	\$52,682.70
b. 5% X \$142,543.21 Stored Material.....	\$	\$7,127.16
c. Total Retainage (Line 5.a + Line 5.b).....	\$	\$59,809.86
8. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5.c).....	\$	\$1,136,387.30
9. LESS PREVIOUS PAYMENTS (Line 8 from prior Application).....	\$	\$814,170.20
10. AMOUNT DUE THIS APPLICATION.....	\$	\$322,217.11
11. BALANCE TO FINISH, PLUS RETAINAGE (Column I total on Progress Estimates + Line 5.c above - line 5).....	\$	\$2,169,018.99

The undersigned Contractor certifies, to the best of its knowledge, the following:

- (1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;
- (2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all Liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such Liens, security interest, or encumbrances); and
- (3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

By: 	Date: 5/9/23
---	--------------

Payment of: \$ _____
(Line 8 or other - attach explanation of the other amount)

is recommended by: W. M. M. 5-9-23
(Engineer) (Date)

Payment of: \$ _____
(Line 8 or other - attach explanation of the other amount)

is approved by: _____
(Owner) (Date)

Approved by: _____
Funding or Financing Entity (if applicable) (Date)

Progress Estimate - Unit Price Work

Contractor's Application

For (Contract):

Grants Ferry Parkway Sewer Extension

3

Application Period: 4/1/23-4/30/23

5/3/2023

Bid Item No.	Item Description	Item Quantity	Contract Information			Previous Quantity Installed	Quantity Installed This Period	Quantity Installed Total	Value of work installed previous periods	Value of Work Installed This Period	H		I
			Units	Unit Price	Total Value of Item (\$)						Value of work completed to date	Percent complete	Balance to Finish (B - C)
1	Mobilization	1	LS	\$ 205,000.00	\$ 205,000.00	1.00		1.00	205,000.00		\$205,000.00	100.0%	\$ -
2	Cleaning and Grubbing	17	AC	\$ 5,140.00	\$ 87,380.00	10.00	5.00	15.00	51,400.00	25,700.00	\$77,100.00	88.2%	10,280.00
3	Temp erosion control and maintenance	1	LS	\$ 83,556.00	\$ 83,556.00	0.20	0.10	0.30	18,711.20	9,355.60	\$28,066.80	30.0%	65,489.20
4	200# Rip Rap w/ filter fabric	100	TN	\$ 147.00	\$ 14,700.00								14,700.00
5	Railroad Mob / administrative fee	4	EA	\$ 500.00	\$ 2,000.00								2,000.00
6	Railroad flagging and observation services	15	Days	\$ 1,350.00	\$ 20,250.00								20,250.00
7	KCS Signage	4	EA	\$ 665.00	\$ 2,660.00								2,660.00
8	Connect to exis. MH	1	EA	\$ 10,430.00	\$ 10,430.00	1.00		1.00	10,430.00		\$10,430.00	100.0%	\$ -
9	Connect to exis. lift station	1	EA	\$ 21,000.00	\$ 21,000.00								21,000.00
10	Drop connection	1	EA	\$ 3,105.00	\$ 3,105.00								3,105.00
11	8" SDR 26, 0-6	301	LF	\$ 39.75	\$ 11,964.75								11,964.75
12	8" SDR 26, 6-8	575	LF	\$ 41.00	\$ 23,575.00								23,575.00
13	8" SDR 26, 8-10	16	LF	\$ 72.00	\$ 1,152.00								1,152.00
14	8" SDR 26, 10-12	23	LF	\$ 72.85	\$ 1,675.55								1,675.55
15	8" SDR 26, 12-14	33	LF	\$ 75.25	\$ 2,483.25								2,483.25
16	8" SDR 26, 14-16	42	LF	\$ 89.70	\$ 3,767.40								3,767.40
17	10" SDR 26, 6-8	1008	LF	\$ 53.50	\$ 53,928.00								53,928.00
18	10" SDR 26, 8-10	1699	LF	\$ 55.80	\$ 94,804.20								94,804.20
19	10" SDR 26, 10-12	876	LF	\$ 62.65	\$ 54,881.40								54,881.40
20	10" SDR 26, 12-14	298	LF	\$ 75.00	\$ 22,350.00								22,350.00
21	10" SDR 26, 14-16	217	LF	\$ 74.90	\$ 16,253.30								16,253.30
22	10" SDR 26, 16-18	146	LF	\$ 85.00	\$ 12,410.00								12,410.00
23	10" SDR 26, 18-20	150	LF	\$ 93.00	\$ 13,950.00								13,950.00
24	12" SDR 26, 0-6	115	LF	\$ 65.00	\$ 7,475.00								7,475.00
25	12" SDR 26, 6-8	852	LF	\$ 68.50	\$ 58,362.00								58,362.00
26	12" SDR 26, 8-10	1195	LF	\$ 73.35	\$ 87,653.25								87,653.25
27	12" SDR 26, 10-12	2727	LF	\$ 74.75	\$ 203,843.25								203,843.25
28	12" SDR 26, 12-14	263	LF	\$ 77.60	\$ 20,408.80								20,408.80
29	12" SDR 26, 14-16	66	LF	\$ 81.00	\$ 5,346.00								5,346.00
30	12" SDR 26, 16-18	76	LF	\$ 128.00	\$ 9,728.00								9,728.00
31	12" SDR 26, 18-20	70	LF	\$ 135.00	\$ 9,450.00								9,450.00
32	15" SDR 26, 8-10	716	LF	\$ 93.00	\$ 66,588.00								66,588.00
33	15" SDR 26, 10-12	600	LF	\$ 95.00	\$ 57,000.00								57,000.00
34	15" SDR 26, 12-14	1018	LF	\$ 98.00	\$ 99,764.00								99,764.00
35	15" SDR 26, 14-16	154	LF	\$ 100.00	\$ 15,400.00								15,400.00
36	15" SDR 26, 16-18	82	LF	\$ 150.00	\$ 12,300.00								12,300.00
37	18" SDR 26, 12-14	1385	LF	\$ 125.50	\$ 173,072.50	135.00	302.00	437.00	16,942.50	37,901.00	\$54,843.50	31.3%	120,229.00
38	18" SDR 26, 14-16	1133	LF	\$ 135.00	\$ 152,955.00	1,012.00	128.00	1,140.00	136,620.00	17,280.00	\$170,380.00	100.6%	(945.00)
39	18" SDR 26, 16-18	897	LF	\$ 140.00	\$ 125,580.00	985.00	232.00	1,217.00	137,900.00	35,480.00	\$170,380.00	135.7%	(44,800.00)
40	18" SDR 26, 18-20	298	LF	\$ 170.00	\$ 50,660.00	265.00	220.00	485.00	45,050.00	37,400.00	\$82,450.00	162.8%	(31,790.00)
41	18" SDR 26, 20-22	250	LF	\$ 177.50	\$ 44,375.00		294.00	294.00		52,185.00	\$52,185.00	117.6%	(7,810.00)

Progress Estimate - Unit Price Work

Contractor's Application

For (Contract):

Grants Ferry Parkway Sewer Extension

3

Application Period: 4/1/23-4/30/23

5/3/2023

A			Contract Information		B	C	D	E	F	G	H		I
Bid Item No.	Item Description	Item Quantity	Units	Unit Price	Total Value of Item (\$)	Previous Quantity Installed	Quantity Installed This Period	Quantity Installed Total	Value of work installed previous periods	Value of Work Installed This Period	Value of work completed to date	Percent complete	Balance to Finish (B - G)
42	48" MH, 6-8	5	EA	\$ 5,000.00	\$ 25,000.00								\$ 25,000.00
43	48" MH, 8-10	7	EA	\$ 5,500.00	\$ 38,500.00								\$ 38,500.00
44	48" MH, 10-12	7	EA	\$ 6,300.00	\$ 44,100.00								\$ 44,100.00
45	48" MH, 12-14	3	EA	\$ 7,430.00	\$ 22,290.00								\$ 22,290.00
46	48" MH, 14-16	14	EA	\$ 8,100.00	\$ 113,400.00								\$ 113,400.00
47	48" MH, 16-18	6	EA	\$ 9,755.00	\$ 58,330.00	3.00		3.00	29,265.00		\$ 29,265.00	50.0%	\$ 29,265.00
48	48" MH, 18-20	4	EA	\$ 11,340.00	\$ 45,360.00	2.00	2.00	4.00	22,680.00	22,680.00	\$ 45,360.00	100.0%	\$ -
49	48" MH, 20-22	3	EA	\$ 14,300.00	\$ 42,900.00		2.00	2.00		28,600.00	\$ 28,600.00	66.7%	\$ 14,300.00
50	48" MH, 22-24	2	EA	\$ 15,100.00	\$ 30,200.00								\$ 30,200.00
51	60" MH, 16-18	1	EA	\$ 16,400.00	\$ 16,400.00								\$ 16,400.00
52	20" Steel casing, open cut	100	LF	\$ 156.75	\$ 15,675.00								\$ 15,675.00
53	24" Steel casing, bored	453	LF	\$ 732.50	\$ 331,822.50								\$ 331,822.50
54	30" Steel casing, bored	100	LF	\$ 880.00	\$ 88,000.00								\$ 88,000.00
55	10" SDR 26 in 20" steel casing	453	LF	\$ 47.00	\$ 4,700.00								\$ 4,700.00
56	12" SDR 26 in 24" steel casing	453	LF	\$ 64.00	\$ 28,992.00								\$ 28,992.00
57	15" SDR 26 in 30" steel casing	100	LF	\$ 80.00	\$ 8,000.00								\$ 8,000.00
58	Select Bedding material, FIM, AH (8" & 10")	1600	CY	\$ 74.80	\$ 119,680.00								\$ 119,680.00
59	Select Bedding material, #57 stone (12" and up)	4100	CY	\$ 80.30	\$ 329,230.00	975.50	470.00	1,445.50	78,332.65	37,741.00	\$ 116,073.65	35.3%	\$ 213,156.35
60	Permanent Seed and mulch	17	AC	\$ 1,600.00	\$ 27,200.00					301,322.60	\$ 1,053,653.95	31.31%	\$ 2,311,562.20
Stored Material (from stored material - summary)					\$ 142,543.21								

DESCRIPTION	PREVIOUSLY RECEIVED		RECEIVED		TOTAL RECEIVED		PREVIOUS USED		CURRENT USED		TOTAL USED		STORED TOTAL		UNIT COST		UNIT		TOTAL COST	
	RECEIVED	CURRENT	RECEIVED	CURRENT	RECEIVED	USED	RECEIVED	USED	RECEIVED	USED	RECEIVED	USED	RECEIVED	USED						
8" SDR 26	0	0	0	0	0	0	0	0	0	0	0	0	0	0			LF	\$	-	-
10" SDR 26	0	0	0	0	0	0	0	0	0	0	0	0	0	0			LF	\$	-	-
12" SDR 26	0	0	0	0	0	0	0	0	0	0	0	0	0	0			LF	\$	-	-
15" SDR 26	0	1848	1848	0	1848	0	0	0	0	0	0	0	1848	0			LF	\$	90,034.56	-
18" SDR 26	3360	658	4018	0	4018	2397	1176	3573	445	67.57	0	0	445	0			LF	\$	30,068.65	-
48" MH, 6-8	0	0	0	0	0	0	0	0	0	0	0	0	0	0			EA	\$	-	-
48" MH, 8-10	0	0	0	0	0	0	0	0	0	0	0	0	0	0			EA	\$	-	-
48" MH, 10-12	0	0	0	0	0	0	0	0	0	0	0	0	0	0			EA	\$	-	-
48" MH, 12-14	0	0	0	0	0	0	0	0	0	0	0	0	0	0			EA	\$	-	-
48" MH, 14-16	0	0	0	0	0	0	0	0	0	0	0	0	0	0			EA	\$	-	-
48" MH, 16-18	3	0	3	0	3	3	0	0	0	0	0	0	0	0			EA	\$	-	-
48" MH, 18-20	4	0	4	0	4	2	2	4	0	0	0	0	0	0			EA	\$	-	-
48" MH, 20-22	2	0	2	0	2	0	2	2	0	0	0	0	0	0			EA	\$	-	-
48" MH, 22-24	0	0	0	0	0	0	0	0	0	0	0	0	0	0			EA	\$	-	-
60" MH, 16-18	1	0	1	0	1	0	0	0	0	0	0	0	1	0			EA	\$	5,455.00	-
Manhole ring and covers	46	6	52	0	52	5	4	9	43	396.00	0	0	43	0			EA	\$	16,985.00	-
20" Steel casing	0	0	0	0	0	0	0	0	0	0	0	0	0	0			LF	\$	-	-
24" Steel casing	0	0	0	0	0	0	0	0	0	0	0	0	0	0			LF	\$	-	-
30" Steel casing	0	0	0	0	0	0	0	0	0	0	0	0	0	0			LF	\$	-	-
TOTAL COST TO DATE																			\$	142,543.21



MEMORANDUM

TO: HONORABLE MAYOR BUTCH LEE AND BOARD OF ALDERMEN
FROM: CARLY DEARMAN
DATE: 05/09/2023
SUBJECT: HEMPHILL INVOICE

Asking for your consideration to approve the following repairs by Hemphill Construction per commodity bid pricing and authorize payments of the same. These repairs and work were necessary as they were water emergencies that affected the services provided to customers or posed environmental hazards.

Please see the attached document for the full listing of repairs invoiced.

ATTACHMENTS:

1. Hemphill - invoice #4539-H23030-01-Final - Feb 2023 Repairs

received 5/9/23



P.O. Drawer 879
Florence, MS 39073

Phone: 601-932-2060
Fax: 601-932-2550

INVOICE

City of Brandon
Department of Public Works
P.O. Box 1539
Brandon, MS 39043

Attn: Mr. Charles Smith

Mail Payment to:

Hemphill Construction Company, Inc
P.O. Drawer 879
Florence, MS 39073-0879

DATE: 3/14/2023

INVOICE # 4539-H23030-01 -Final

Feb
JOB RE: January 2023 Repairs

TERMS: Net 30

<u>Work Order</u>	<u>DESCRIPTION OF WORK</u>	<u>TOTAL</u>
46236	Marquette Drive@ East Mark	\$46,190.96
47191	Edgewater Branch	\$22,622.00
47192	Boyce Thompson	\$7,576.61
47193	368 Whitfield Road	\$2,058.00
46418	102 East Mark Drive	\$9,142.50

TOTAL AMOUNT DUE ~~\$87,590.07~~

\$64,968.07 to be paid

Marquette & East Mark

<u>Line Item #</u>	<u>QTY</u>	<u>Unit</u>	<u>DESCRIPTION OF WORK</u>	<u>UNIT PRICE</u>	<u>TOTAL</u>
1	38	HR	Superintendent	\$105.00	\$3,990.00
2	15.5	HR	Foreman	\$94.00	\$1,457.00
3	66.5	HR	Trackhoe & Operator (308)	\$100.00	\$6,650.00
4	77.5	HR	Front End Loader & Operator	\$105.00	\$8,137.50
5	77.5	HR	Pipelaye	\$39.00	\$3,022.50
6	93	HR	Laborer	\$34.00	\$3,162.00
7	77.5	HR	Pickup Truck	\$19.00	\$1,472.50
8	77.5	HR	Flatbed Truck	\$22.00	\$1,705.00
9	73	HR	Small Incidental Tools	\$17.00	\$1,241.00
10	34	HR	Vacuum Excavator	\$83.00	\$2,822.00
11	1	LS	Eagle Pipe + 15%	\$12,216.36	\$12,216.36
10	1	LS	Delta Industries + 15%	\$315.10	\$315.10

TOTAL AMOUNT DUE

\$46,190.96

Edge Water Branch at Briars Bend

<u>Line Item #</u>	<u>QTY</u>	<u>Unit</u>	<u>DESCRIPTION OF WORK</u>	<u>UNIT PRICE</u>	<u>TOTAL</u>
1	25	HR	Superintendent	\$105.00	\$2,625.00
2	6	HR	Foreman	\$94.00	\$564.00
3	43	HR	Trackhoe & Operator (308)	\$100.00	\$4,300.00
4	49	HR	Front End Loader & Operator	\$105.00	\$5,145.00
5	49	HR	Pipelaye	\$39.00	\$1,911.00
6	49	HR	Laborer	\$34.00	\$1,666.00
7	49	HR	Pickup Truck	\$19.00	\$931.00
8	49	HR	Flatbed Truck	\$22.00	\$1,078.00
9	49	HR	Small Incidental Tools	\$17.00	\$833.00
10	43	HR	Vacuum Excavator	\$83.00	\$3,569.00

TOTAL AMOUNT DUE

HOLD~~**\$22,622.00**~~

Boyce Thompson

<u>Line Item #</u>	<u>QTY</u>	<u>Unit</u>	<u>DESCRIPTION OF WORK</u>	<u>UNIT PRICE</u>	<u>TOTAL</u>
1	4	HR	Superintendent	\$105.00	\$420.00
2	1	HR	Foreman	\$94.00	\$94.00
3	8	HR	Trackhoe & Operator (308)	\$100.00	\$800.00
4	9	HR	Front End Loader & Operator	\$105.00	\$945.00
5	9	HR	Pipelaye	\$39.00	\$351.00
6	9	HR	Laborer	\$34.00	\$306.00
7	9	HR	Pickup Truck	\$19.00	\$171.00
8	9	HR	Flatbed Truck	\$22.00	\$198.00
9	9	HR	Small Incidental Tools	\$17.00	\$153.00
10	8	HR	Vacuum Excavator	\$83.00	\$664.00
11	1	LS	Eagle Pipe + 15%	\$3,474.61	\$3,474.61

TOTAL AMOUNT DUE

\$7,576.61

<u>Line Item #</u>	<u>QTY</u>	<u>Unit</u>	<u>DESCRIPTION OF WORK</u>	<u>UNIT PRICE</u>	<u>TOTAL</u>
1	2	HR	Superintendent	\$105.00	\$210.00
2	0	HR	Foreman	\$94.00	\$0.00
3	5.5	HR	Trackhoe & Operator (308)	\$100.00	\$550.00
4	5.5	HR	Front End Loader & Operator	\$105.00	\$577.50
5	5.5	HR	Pipelayer	\$39.00	\$214.50
6	5.5	HR	Laborer	\$34.00	\$187.00
7	5.5	HR	Pickup Truck	\$19.00	\$104.50
8	5.5	HR	Flatbed Truck	\$22.00	\$121.00
9	5.5	HR	Small Incidental Tools	\$17.00	\$93.50
TOTAL AMOUNT DUE					\$2,058.00

<u>Line Item #</u>	<u>QTY</u>	<u>Unit</u>	<u>DESCRIPTION OF WORK</u>	<u>UNIT PRICE</u>	<u>TOTAL</u>
1	10	HR	Superintendent	\$105.00	\$1,050.00
2	20.5	HR	Foreman	\$94.00	\$1,927.00
3	0	HR	Trackhoe & Operator (308)	\$100.00	\$0.00
4	20.5	HR	Front End Loader & Operator	\$105.00	\$2,152.50
5	20.5	HR	Pipelayer	\$39.00	\$799.50
6	9.5	HR	Laborer	\$34.00	\$323.00
7	20.5	HR	Pickup Truck	\$19.00	\$389.50
8	20.5	HR	Flatbed Truck	\$22.00	\$451.00
9	20.5	HR	Small Incidental Tools	\$17.00	\$348.50
10	20.5	HR	Vacuum Excavator	\$83.00	\$1,701.50
TOTAL AMOUNT DUE					\$9,142.50

Please Pay from This Invoice

A service charge of 1-1/2% per month, which is an annual rate of 18% will be added for all past due amounts



MEMORANDUM

TO: HONORABLE MAYOR BUTCH LEE AND BOARD OF ALDERMEN
FROM: CARLY DEARMAN, PUBLIC WORKS COORDINATOR
BOARD AGENDA: MAY 15, 2023
SUBJECT: CCTV & COMBO JET/VAC TRUCK
COMMODITY BID RENEWAL

Asking for your consideration to approve the renewal of the CCTV & Combo Jet/Vac Truck commodity bid with Suncoast Infrastructure, Inc. for the remainder of fiscal year 2023.

On September 7, 2021, the Board approved the commodity bid for CCTV and Combo Jet/Vac Truck services.

Thank you for your consideration in this matter. Please let me know if you have any questions.

ATTACHMENTS:

- Suncoast Infrastructure, Inc. Commodity Bid Renewal Request

Carly Dearman

From: John Causey <jcausey@suncoastinfrastructure.com>
Sent: Wednesday, May 10, 2023 8:37 AM
To: Tim Martin
Cc: Chase Atkinson; Carly Dearman; Stephen Rula
Subject: Re: CCTV Bid Renewal

CAUTION: This email originated from outside of the company. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Suncoast Infrastructure, Inc. agrees to extend its bid prices on the current CCTV services bid for a period of one (1) year from today's date. Please let me know if you need any additional information. Thanks.

John Causey
Vice President



Suncoast Infrastructure, Inc.
1858 Highway 49 South
Florence, MS 39073-0879
Office: 601-326-9166
Fax: 601-420-9300
Mobile: 601-750-3322
Email: jcausey@suncoastinfrastructure.com
Web: www.suncoastinfrastructure.com

This electronic mail message and any files transmitted with it may contain confidential and/or privileged information and is the property of SUNCOAST INFRASTRUCTURE, INC. If you are not the intended recipient, you are hereby notified that any use of the contents of this message or any unauthorized copying, disclosure, or distribution of the material in this message is strictly prohibited. If you received this communication in error, please immediately return this message to the sender and delete the original message and any copy of it in your possession.
Message ID: 8RUN6G9G

On May 10, 2023, at 8:30 AM, Tim Martin <tmartin@brandonms.org> wrote:

CAUTION: This email originated from outside of the company. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Chase,
John listed you as a POC in his absence. Please see the email thread below and get us the renewal documents NLT 1200 today. Send to Carly Dearman. If you have questions call me at 601-906-4367
Get [Outlook for iOS](#)

From: Carly Dearman <cdearman@brandonms.org>
Sent: Tuesday, May 9, 2023 9:34 AM
To: John Causey <jcausey@suncoastinfrastructure.com>



MEMORANDUM

TO: HONORABLE MAYOR BUTCH LEE AND BOARD OF ALDERMEN
FROM: CARLY DEARMAN
DATE: 05/10/2023
SUBJECT: COUNTRY MEADOWS LIFT STATION EMERGENCY REPAIRS

Asking for your consideration to declare an emergency the repairs to Country Meadows Lift Station at Willow Creek Drive and authorize payment of invoice #5976 from Harvey Services, Inc. in the amount of \$12,714.10.

Both pumps quit working at the Country Meadows Lift Station at Willow Creek Drive in November 2022. Harvey Services was contacted on November 30, 2022, in order to get at least one pump rebuilt and reinstalled for the lift station to work. Without this repair, the lift station would have been inoperable. Currently, the lift station is working off of this one pump until the new 75hp pumps can be installed as approved in February 2023.

Thank you for your consideration in this matter. Please let me know if you have any questions.

Funding: WSOM
GL: 400-680-636

ATTACHMENTS:

1. Harvey Services Country Meadows Lift Station Emergency Repair invoice 0001

received 4/27/23

HARVEY SERVICES, INC.
8879 HWY 80
MORTON, MS 39117

Invoice

Date	Invoice #
2/7/2023	5976

601-622-7675
Office Manager - Jean

Bill To
City of Brandon 1000 Municipal Drive Brandon, MS 39042

Ship To
City of Brandon 1000 Municipal Drive Brandon, MS 39042

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project
	Net 30		2/7/2023			

Quantity	Item Code	Description	Price Each	Amount
1	Sewer -Pump -Rep	Country Meadows lift station Complete Rebuild Sewer Pump Hydromatic 50 HP 230 Volt 3 Phase S4L500M4-4 serial no 10711061	9,364.10	9,364.10
10	Crane Truck	Crane truck fee per hour to pull pump take to motor shop pick up pump and reinstall	100.00	1,000.00
10	Superintendent	Superintendent Hourly Rate	95.00	950.00
10	Serviceman	Serviceman Hourly rate	65.00	650.00
10	Service Technician	Service Technician Hourly Rate	75.00	750.00

Thank You for
Your business.
Stay Safe

601-750-1711

tharvey@harveyservices.net

Total

\$12,714.10



MEMORANDUM

TO: HONORABLE MAYOR BUTCH LEE AND BOARD OF ALDERMEN
FROM: CARLY DEARMAN, PUBLIC WORKS OPERATIONS COORDINATOR
BOARD AGENDA: MAY 15, 2023
SUBJECT: WATER LEAK & STORM DRAIN REPAIR
QUOTE APPROVALS
HEMPHILL CONSTRUCTION COMPANY

Asking for your consideration to approve the following estimated quotes for various water leak repairs & storm drain repair as provided by Hemphill Construction Company under the current commodity bid pricing for General Construction Services and amend the budget accordingly.

1. 1001 Harvey Hill Place – water leak on 12” water main
 - quote amount: \$11,990.00
2. At intersection of East Jasper Street and Poindexter Street – water leak at valve
 - quote amount: \$11,990.00
3. 132 West Legacy Drive – seal storm drain inlet and backfill sinkhole – issue is starting to undermine the sidewalk at this location and is a hazard to the general public.
 - quote amount: \$5,165.00

Thank you for your consideration in this matter. Please let me know if you have any questions.

ATTACHMENTS:

- Hemphill Quotes

1001 Harvey Hill Place			
Repair Water Leak on 12" Line			
Item	Hourly Rate	Estimated Hours	Estimated Total
Foreman	\$94.00	20	\$1,880.00
Superintendent	\$105.00	10	\$1,050.00
Trackhoe and Operator (Cat 308 or EQUIV)	\$100.00	20	\$2,000.00
Front End Loader and Operator	\$105.00	20	\$2,100.00
Pipe Layer	\$39.00	20	\$780.00
Laborer	\$34.00	40	\$1,360.00
Pickup Truck	\$19.00	20	\$380.00
Flatbed Truck	\$22.00	20	\$440.00
Small Incidental Tools	\$17.00	20	\$340.00
Vacuum Excavator	\$83.00	20	\$1,660.00
Total			\$11,990.00

The above cost is an estimate only. Actual billing will be based on actual hours of work performed in the field.

City of Brandon to supply all material. Price does not include time for repairs to driveways, roadways, curbs, sod or fence.

Intersection of Jasper & Poindexter			
Repair Water Leak at Valve			
Item	Hourly Rate	Estimated Hours	Estimated Total
Foreman	\$94.00	20	\$1,880.00
Superintendent	\$105.00	10	\$1,050.00
Trackhoe and Operator (Cat 308 or EQUIV)	\$100.00	20	\$2,000.00
Front End Loader and Operator	\$105.00	20	\$2,100.00
Pipe Layer	\$39.00	20	\$780.00
Laborer	\$34.00	40	\$1,360.00
Pickup Truck	\$19.00	20	\$380.00
Flatbed Truck	\$22.00	20	\$440.00
Small Incidental Tools	\$17.00	20	\$340.00
Vacuum Excavator	\$83.00	20	\$1,660.00
Total			\$11,990.00

The above cost is an estimate only. Actual billing will be based on actual hours of work performed in the field.

City of Brandon to supply all material. Price does not include time for repairs to driveways, roadways, curbs, sod or fence.

132 W. Legacy			
Seal Inlet and Backfill Sinkhole			
Item	Hourly Rate	Estimated Hours	Estimated Total
Foreman	\$94.00	10	\$940.00
Superintendent	\$105.00	5	\$525.00
Trackhoe and Operator (Cat 308 or EQUIV)	\$100.00	10	\$1,000.00
Front End Loader and Operator	\$105.00	10	\$1,050.00
Pipe Layer	\$39.00	10	\$390.00
Laborer	\$34.00	20	\$680.00
Pickup Truck	\$19.00	10	\$190.00
Flatbed Truck	\$22.00	10	\$220.00
Small Incidental Tools	\$17.00	10	\$170.00
Total			\$5,165.00

The above cost is an estimate only. Actual billing will be based on actual hours of work performed in the field.

City of Brandon to supply all material. Price does not include time for repairs to driveways, roadways, curbs, sod or fence.



MEMORANDUM

TO: HONORABLE MAYOR BUTCH LEE AND BOARD OF ALDERMEN
FROM:
DATE: 05/10/2023
SUBJECT: CONSOLIDATED PIPE REZONING REQUEST

Public Hearing and board action regarding the consideration of a rezoning request for Consolidated Pipe (Parcel H8-1-40).

ATTACHMENTS:

1. Staff report Consolidated Pipe - board meeting

Application # 23-004
Date Received: April 9, 2023
Subject Property: Parcel H08 000001 00040
Applicant: Consolidated Pipe & Supply Company, INC.



STAFF REPORT

CASE # 23-004

Subject Matter: Rezoning Application

Subject Property: Consolidated Pipe & Supply Company, INC.
24.64 Acres, Parcel No: H08 000001 00040

Planning Commission: April 24, 2023

Public Hearing: May 15, 2023

Zoning District: ORC Office Research Commercial

Ward: 1 – Jarrad Craine

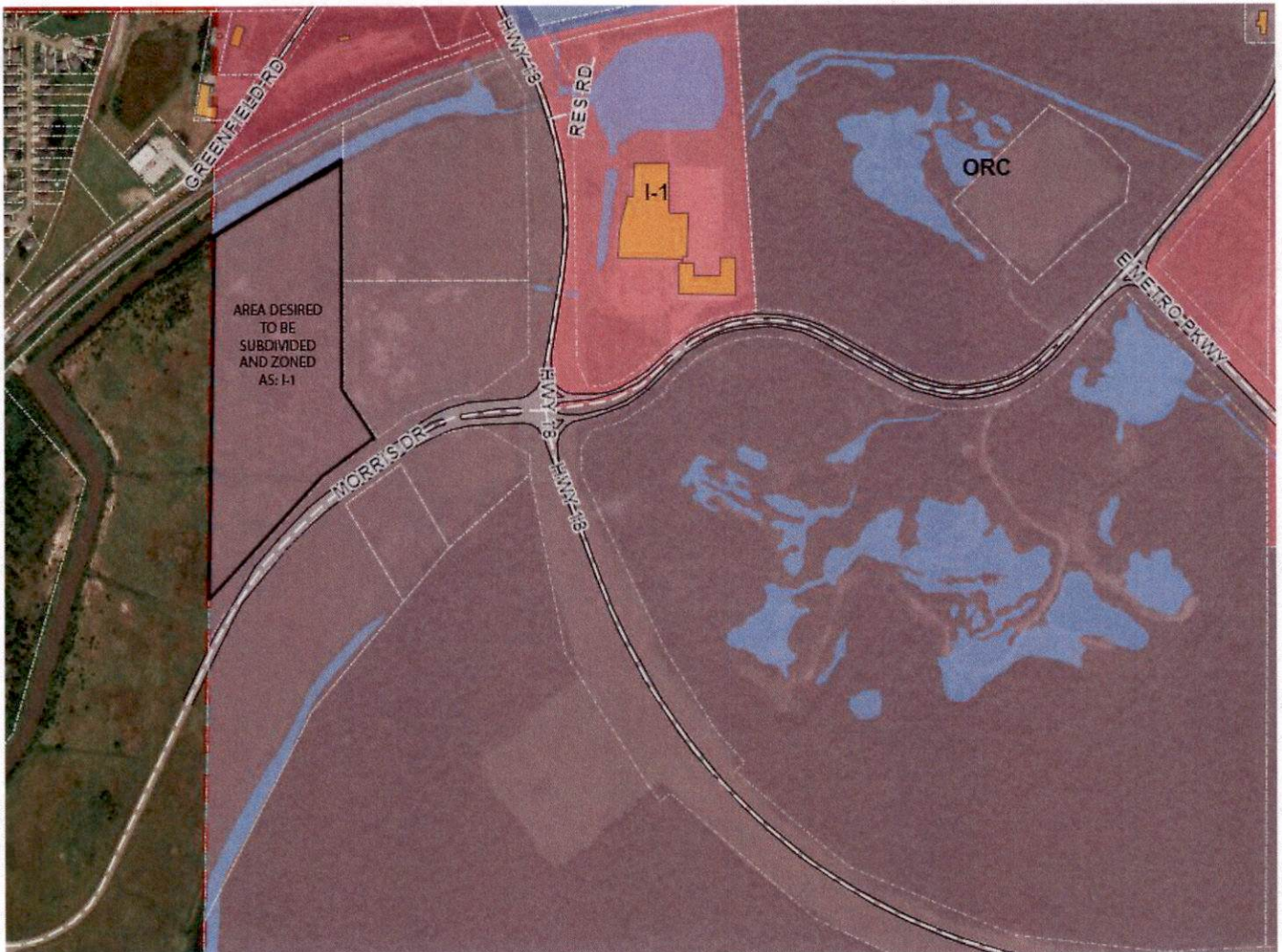
Description:

Consideration of an application for rezoning request for Consolidated Pipe & Supply INC. for 11 Acres (Parcel H08 000001 00040).

The applicant is requesting approval to rezone in order to construct a light industrial facility for storage and distribution on a parcel of property containing 11 acres. Parcel H08 000001 00040 is currently zoned ORC (Office Research Commercial). The subject property front Morris Drive to the South.

See "Location and Zoning Map", Below and Attached

Application # 23-004
Date Received: April 9, 2023
Subject Property: Parcel H08 000001 00040
Applicant: Consolidated Pipe & Supply Company, INC.



Overview and Applicants Written Statement:

"We are requesting to rezone an approximately 11-11.5 +/- acre parcel to be subdivided out of the subject property or ORC to I-1 so our proposed use of pipe supplier meets the City of Brandon's Zoning regulations for land use.

The property is currently under a purchase contract and Consolidated Pipe is performing due diligence on the property. A preliminary site plan and preliminary survey are included in this package to show the general scope and scale of the project. It is our project's intent to comply with the I-1 Zoning requested."

Application # 23-004
Date Received: April 9, 2023
Subject Property: Parcel H08 000001 00040
Applicant: Consolidated Pipe & Supply Company, INC.

See "Rezoning Application", Attached
See "Rezoning Exhibit", Below and Attached

Planning Commission Recommendation:

Planning Commission recommends to approve the rezoning request from ORC to I-1 based on the staff recommendations.

Staff Recommendation:

Staff recommends approval of the rezoning request based on the following:

- Staff finds that the city has previously determined that this area is suitable for I-1 and that the desired change is suitable to all existing contextual land uses. The designation of ORC was an oversight during the drafting and adoption of the 2016 Future Land Use Plan and Zoning Map.
- Staff finds that the rezoning request is generally consistent with both the current zoning map and the future land use plan.
- Staff finds that the rezoning request is consistent with the 2015 City's Comprehensive Plan and would be more appropriately zoned consistent with the applicant's rezoning request.

Adjoining Property Owners Notified:

PPIN	Name	Address	City	State	Zip
80353	Forestry Suppliers	205 West Rankin St	Jackson	MS	39201
33504	Mini-Storage Inc	353 West Lee Rd	Greenville	MS	38701
33541	Bank of Yazoo City	5650 Hwy 80 East	Pearl	MS	39208
33546	Kansas City Southern Railroad	PO Box 219335	Kansas City	MO	64121
82384	Forestry Suppliers	205 West Rankin St	Jackson	MS	39201

Notice Filed in Paper: April 26, 2023

Report Prepared By: Sam Hawkins, Community Development Director

Exhibits:

- A) Location and Zoning Map
- B) Adjacent Owners Map
- C) Rezoning Application



COMMUNITY DEVELOPMENT

Rezoning Application

DATE RECEIVED

CASE NUMBER

0 Hwy 18 Street Address	H08 000001 00040 Parcel Number	49.6 Size in Acres
ORC Current Zoning Classification	I-1 Proposed Zoning Classification	
Undeveloped Current Use of the Property	Pipe Supplier Proposed Use of the Property	
Is the rezoning consistent with the land use plan? If not, please explain why the rezoning is appropriate: see attached written statement.		
Civil Consultants Inc. Applicant	John Smith Contact Name	
3528 Vann Road, Suite 105 Street Address	(205) 655-1991 Primary Telephone	
Birmingham City	AL State	35235 Zip Code
	jsmith@ccipe.com Email	
Bank of Yazoo City Owner(s), if different from applicant	Van Ray Contact Name	
5650 US-80 Street Address	(601) 664-2265 Primary Telephone	
Pearl City	MS State	39208 Zip Code
	vray@bankofyazoo.com Email	

The following items are required for consideration of a rezoning:

- ☐ **Completed Application and Non-Refundable \$275 Fee**
- ☐ **Ownership Verification Letter**
 - o If the applicant is not the owner, a letter signed and dated by the owner certifying their ownership of the property and authorizing the applicant to represent the person, organization, or business that owns the property.
- ☐ **Legal Written Description of the Property**
 - o If not platted, a metes and bounds legal description of the property.
- ☐ **Written Statement**
 - o A written statement documenting the reason for the rezoning, including evidence that the request complies with the requirements of a rezoning.
- ☐ **Site Plan**
 - o All rezoning applications must be accompanied by a fully-dimensioned site plan locating all easements and restricted use areas, north arrow, all structure-to-property line setback dimensions, location of all property lines, names of all adjacent streets, parking plan, grade elevations at property line corners, proposed and existing utility meters, public sewer connections, private sewage disposal systems and fire hydrant locations.

Applicant's Signature: _____

Date: 04/10/2023

zoning@brandonms.org

Revised: 04/21/2017



COMMUNITY DEVELOPMENT

Rezoning Acknowledgements



The applicant agrees to:

- If determined by the City Planner or other city officials that a detailed site plan is necessary to review a request to rezone property, a site plan shall be submitted by the applicant in accordance with the Zoning Ordinance of the city and all expenses of the zoning variance review shall be paid by the applicant.
- By signing the application, it is understood and agreed that permission is given to the Department of Community Development to place a sign(s) on said property, giving notice to the public that said property is being considered for zoning action. It is further understood by the applicant that the removal of the sign before the hearing will constitute a withdrawal of the application and the case will not be heard at the next scheduled hearing.
- It is further understood and agreed by the applicant, and permission is hereby granted to the city for inspections, investigations, and/or evaluation reports by the proper departments, pertaining to said property. In the event such investigations, etc., disclose this property does not meet the requirements for the proposed use, then this request will be held in abeyance until such time as those requirements are met and/or evidence of such is submitted.
- The application fee for this request is non-refundable regardless of the outcome.

The applicant agrees to attend the official development review meetings listed below:

Planning Commission Meeting:

4/24/2023

Board of Aldermen Public Hearing:

5/15/2023

Both meetings are held in the Board Room of the Brandon Municipal Complex, located at 1000 Municipal Drive in Brandon, Mississippi at 6 o'clock in the evening.

The above information is true, correct, and complete to the best of my knowledge, and I acknowledge the stipulations listed herein.

Applicant: _____

Date: _____

4/10/2023

Owner: _____

Date: _____

State of Mississippi	Alabama
County of Rankin	Jefferson
Sworn to and subscribed before me,	
Notary:	<u>Beverly Young</u>
Date:	<u>4/10/2023</u>



Revised: 04/21/2017

April 10th, 2023

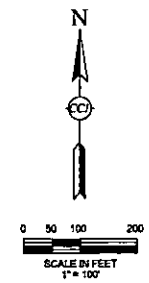
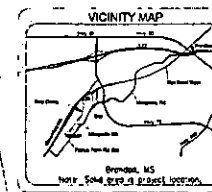
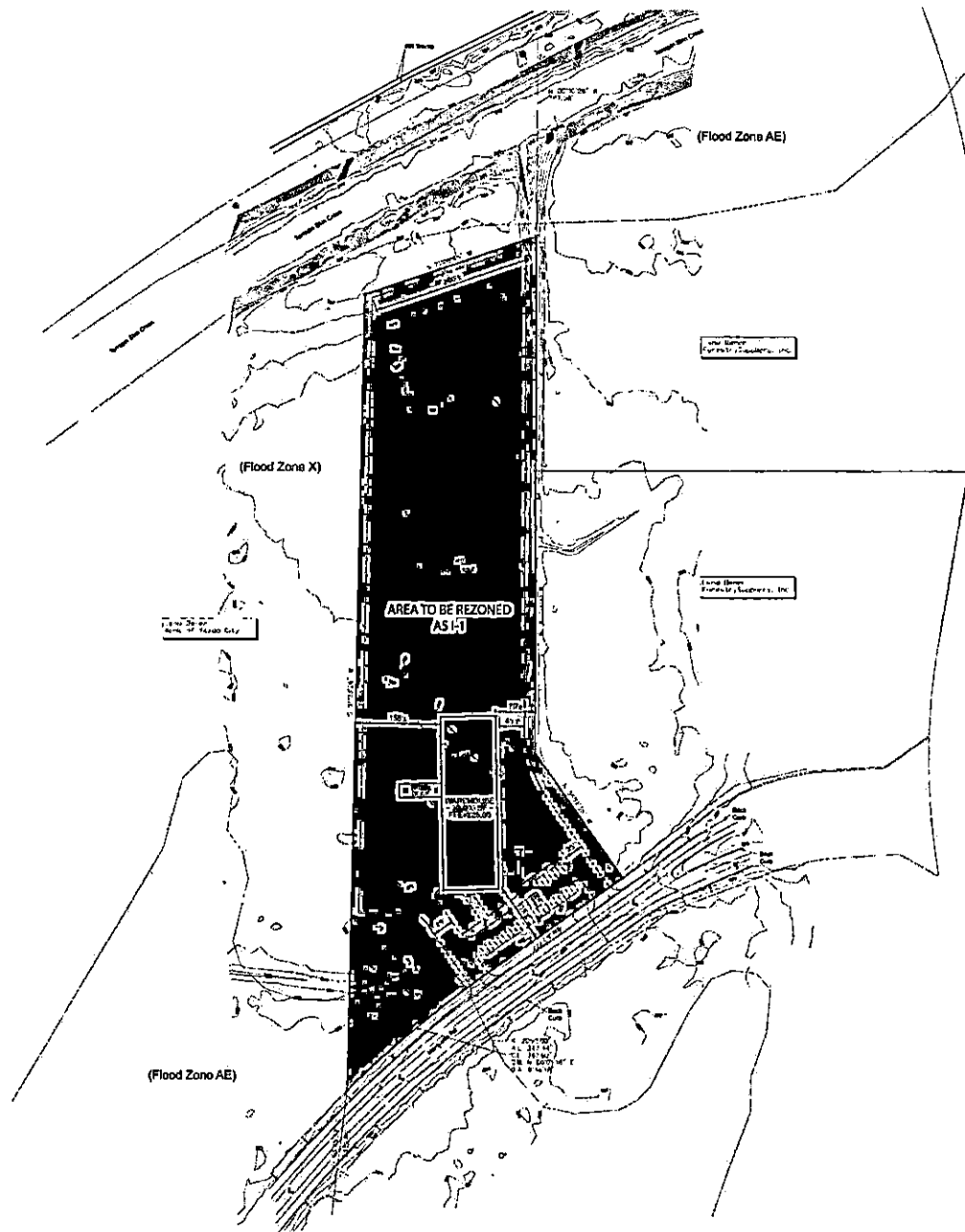
To whom it may concern,

We are requesting to rezone an approximately 11-11.5+/- acre parcel to be subdivided out of the subject property from ORC to I-1 so our proposed use of pipe supplier meets the City of Brandon's Zoning regulations for land use.

The property is currently under a purchase contract and Consolidated Pipe is performing due diligence on the property. A preliminary site plan and preliminary survey are included in this package to show the general scope and scale of the project. It is our project's intent to comply with the I-1 zoning requested.

A handwritten signature in blue ink, appearing to be "John Smith".

John Smith
Civil Consultants, Inc.
Owner Authorized Applicant

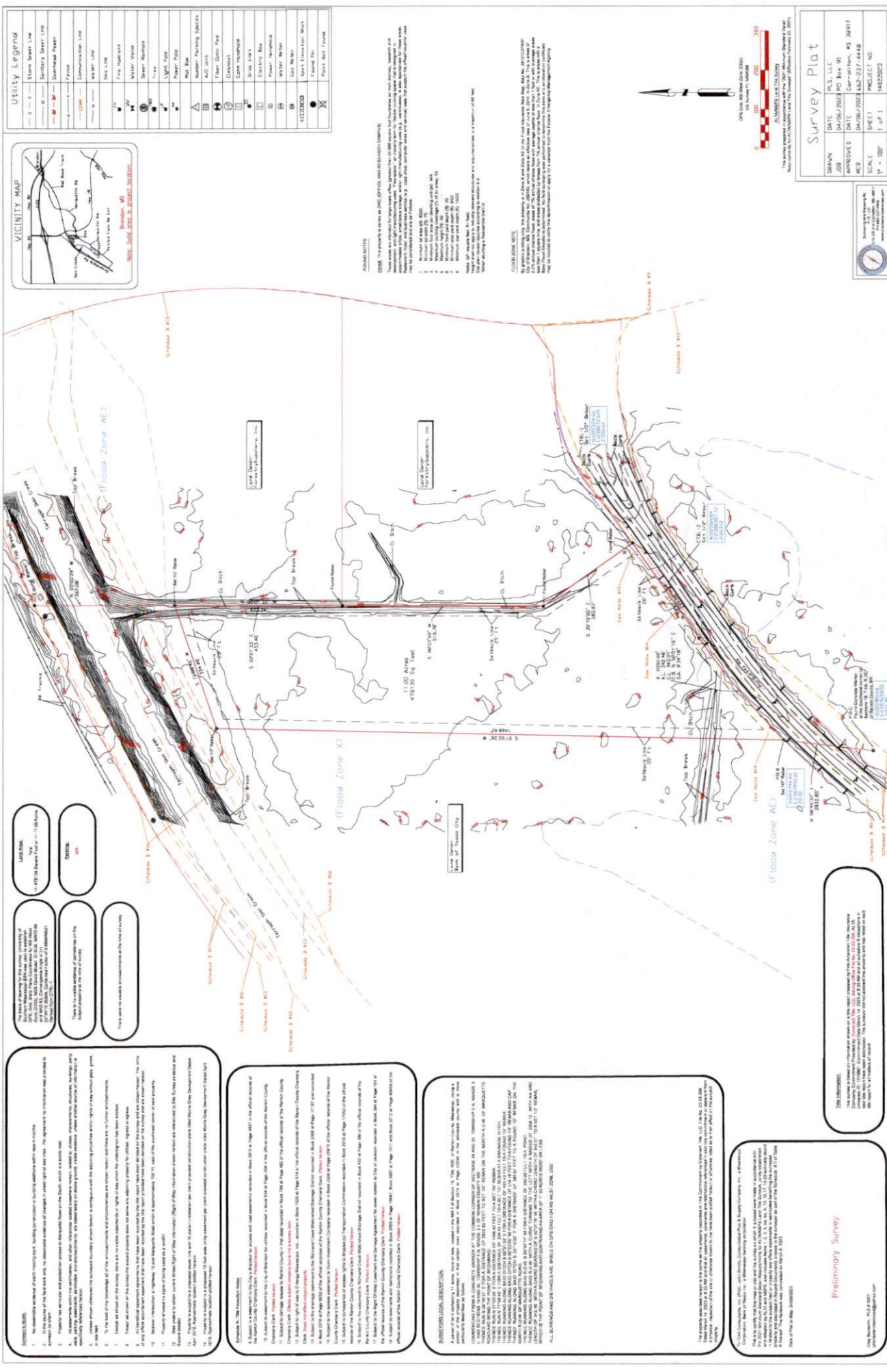


NOTE: ALL DIMENSIONS SHOWN ARE PRELIMINARY AND SUBJECT TO REVISION DURING FINAL DESIGN.

SECTION NO. EX-1	LAYOUT PLAN
REZONING EXHIBIT	
	
3528 Vann Road Suite 105 Birmingham, AL 35235 Phone: (205) 855-1991 www.cci-pe.com	

Brandon, MS





Preliminary Survey



April 9, 2023

Board of Alderman City of Brandon

Re: Brandon Zoning Board, Marquette Road Property

To whom it may concern

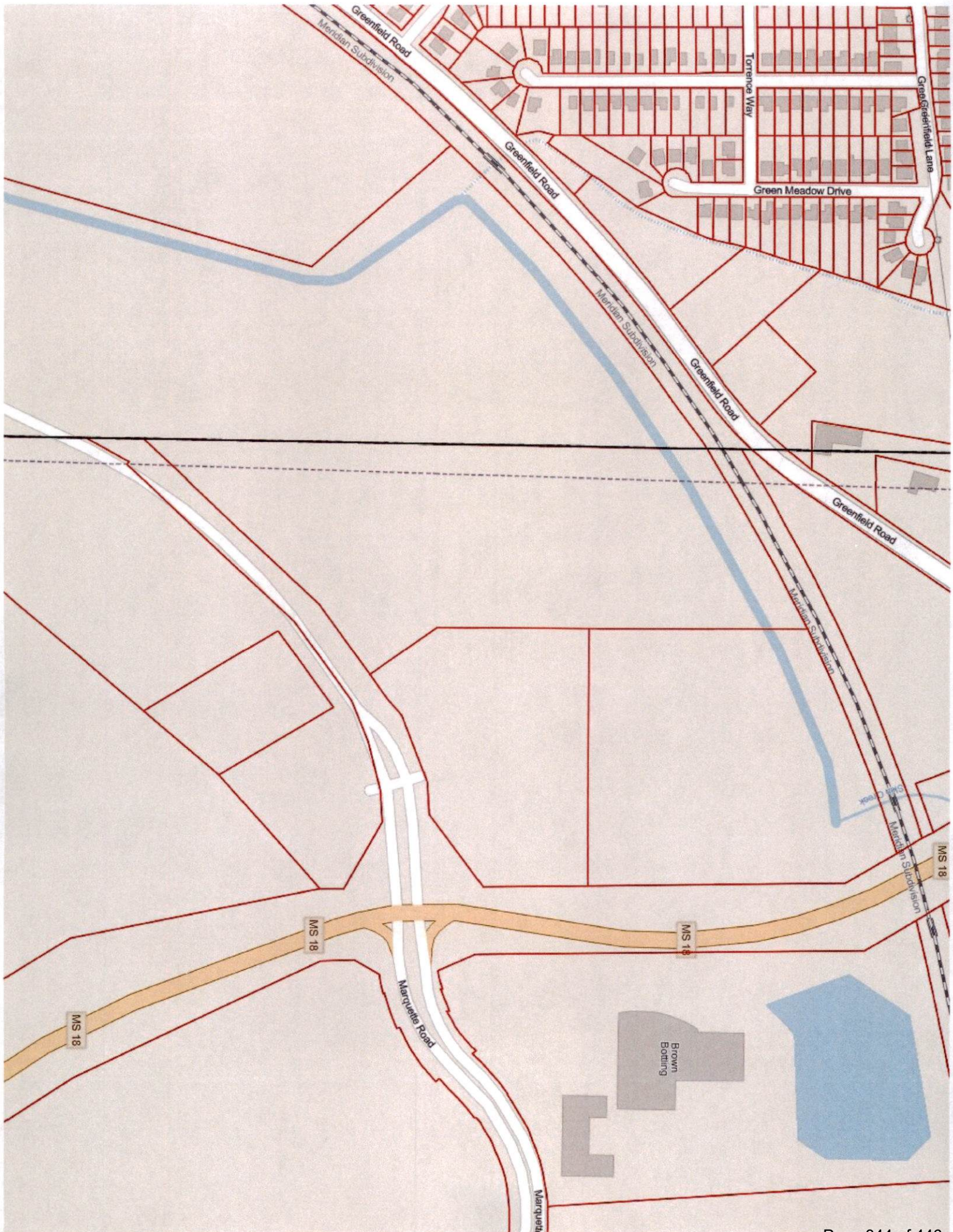
Bank of Yazoo City is in favor of changing the zoning of the property we own in Brandon to L-1. We support the change which will make it consistent with surrounding property. Thank you for your consideration in this matter.

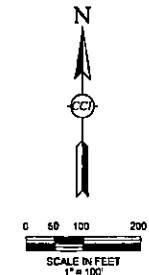
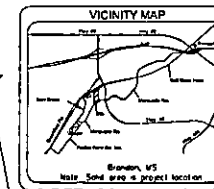
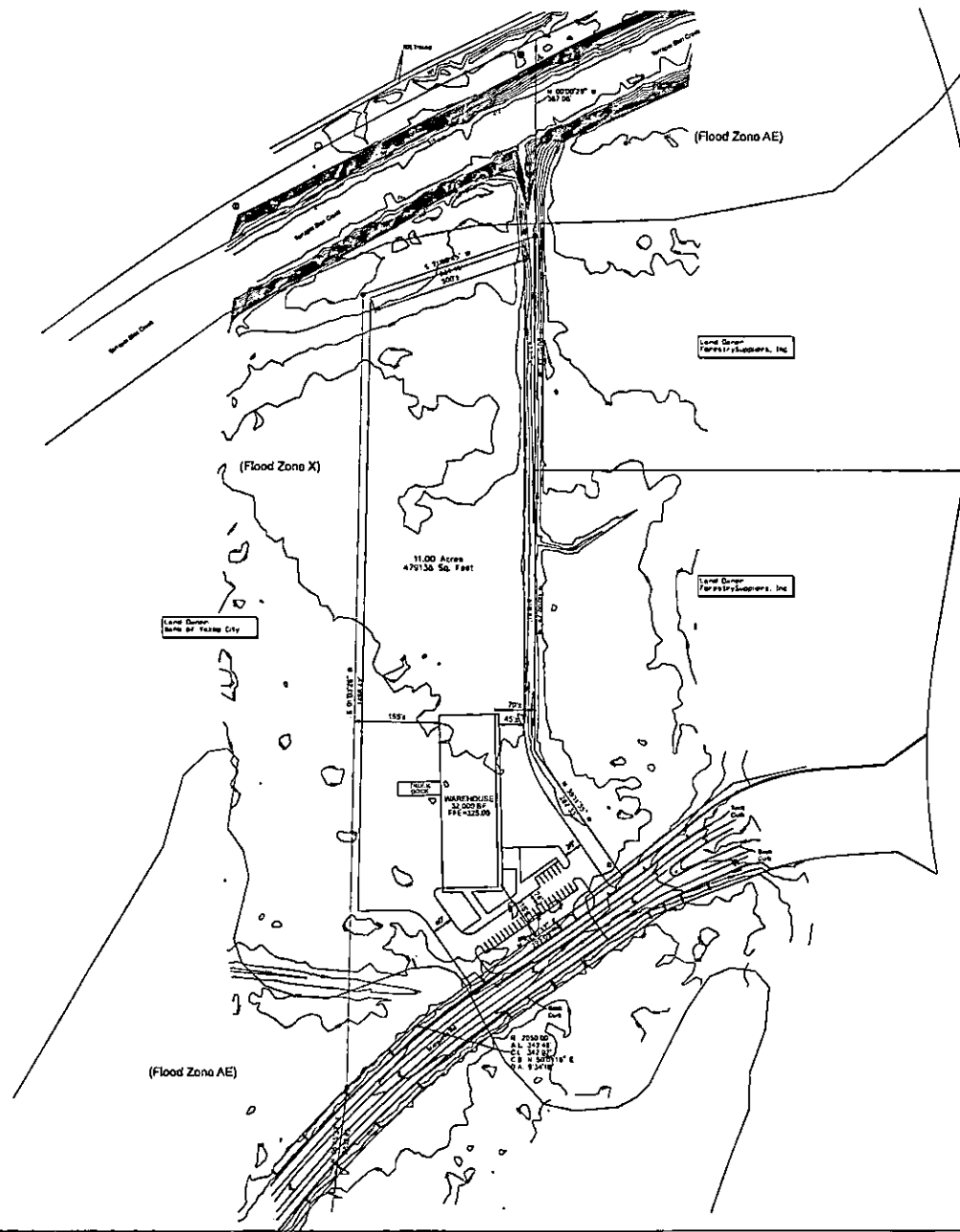
Van Ray



President\CEO

104 North Main Street
Yazoo City, MS 39194
(888) 226-5292
(662) 746-5421
Fax (662) 751- 1057





NOTE: ALL DIMENSIONS SHOWN ARE PRELIMINARY AND SUBJECT TO REVISION DURING FINAL DESIGN.

DRAWING NO. EX-1	LAYOUT PLAN
REZONING EXHIBIT	
	
3526 Vann Road Suite 105 Birmingham, AL 35235 Phone: (205) 655-1991 www.ccipe.com	



SURVEYORS LEGAL DESCRIPTION:

A parcel of land containing 11 acres, more or less, located in the Northwest 1/4 of Section 19, T5N, R3E of Rankin County, Mississippi, being a portion of the property described in that certain deed recorded in Book 2019 at Page 23590 in the aforesaid county and is more particularly described as follows:

COMMENCING FROM A CONCRETE MARKER AT THE COMMON CORNER OF SECTION 24 AND 25, TOWNSHIP 5 NORTH, RANGE 2 EAST, AND SECTIONS 19 AND 30, TOWNSHIP 5 NORTH, RANGE 3 EAST OF RANKIN COUNTY, MS;

THENCE RUN NORTH 06 DEGREES 45 MINUTES 3 SECONDS EAST FOR A DISTANCE OF 2832.85 FEET TO SET 1/2 INCH REBAR ON THE NORTH RIGHT-OF-WAY OF MARQUETTE ROAD AND BEING THE POINT OF BEGINNING;

THENCE RUN NORTH 01 DEGREES 03 MINUTES 26 SECONDS EAST FOR A DISTANCE OF 1468.42 FEET TO A SET 1/2 INCH REBAR;

THENCE RUN NORTH 71 DEGREES 08 MINUTES 45 SECONDS EAST FOR A DISTANCE OF 334.45 FEET TO A SET 1/2 INCH REBAR AT A DRAINAGE DITCH;

THENCE RUNNING ALONG SAID DITCH SOUTH 00 DEGREES 01 MINUTES 33 SECONDS EAST FOR A DISTANCE OF 433.40 FEET TO A FOUND 1/2 INCH REBAR;

THENCE RUNNING ALONG SAID DITCH SOUTH 00 DEGREES 03 MINUTES 05 SECONDS WEST FOR A DISTANCE OF 519.78 FEET TO A FOUND 1/2 INCH REBAR AND CAP;

THENCE RUNNING ALONG SAID DITCH SOUTH 35 DEGREES 15 MINUTES 00 SECONDS EAST FOR A DISTANCE OF 282.67 FEET TO A FOUND 1/2 INCH REBAR ON THE NORTH RIGHT-OF-WAY OF MARQUETTE ROAD;

THENCE RUNNING ALONG SAID RIGHT-OF-WAY SOUTH 54 DEGREES 47 MINUTES 17 SECONDS WEST FOR A DISTANCE OF 299.08 FEET TO A POINT;

THENCE RUNNING ALONG SAID RIGHT-OF-WAY WITH A CURVE TURNING TO THE LEFT WITH A RADIUS OF 2058.15 FEET, WITH AN ARC LENGTH OF 342.46 FEET, WITH A CHORD BEARING OF SOUTH 50 DEGREES 01 MINUTES 16 SECONDS WEST, WITH A CHORD LENGTH OF 342.07 FEET, TO A SET 1/2 INCH REBAR; WHICH IS THE POINT OF BEGINNING AND CONTAINING AN AREA OF 11.00 ACRES MORE OR LESS.

ALL BEARINGS AND DISTANCES ARE BASED ON GPS GRID FOR MS WEST ZONE 2302

**MINUTES
REGULAR PLANNING COMMISSION MEETING
CITY OF BRANDON, MISSISSIPPI**

April 24, 2023
6:00 p.m.

A Regular Meeting of the Planning Commission of the City of Brandon was held at 6 o'clock on the evening of April 24, 2023, in the Brandon Municipal Complex Board Room, located at 1000 Municipal Drive in Brandon, Mississippi.

The meeting was led by David Stevens. Members present included Jim Brooks, David Stevens, and Tom Evans Jr. Sam Hawkins was present representing the Community Development Department. Representatives from Consolidated Pipe and Forestry Suppliers were present to address any questions or concerns presented by the commission.

David Stevens called the meeting to order at 6:04 p.m. David Stevens led the invocation and Jim Brooks led the pledge.

(1)

Consideration of minutes of the Regular Planning Commission meeting of February 27, 2022, attached hereto. Jim Brooks made a motion to approve the minutes. The motion was seconded by Tom Evans and carried by a vote of 3/0.

Jim Brooks	AYE
David Stevens	AYE
Tom Evans Jr.	AYE

(2)

Consideration of a rezoning request from Forestry Suppliers for Parcels H8-1-42 and H8-1-43. The applicant is requesting approval to rezone 27.13 +/- acres from ORC to I-1 to accommodate construction of a warehouse with outdoor storage.

Jim Brooks made a motion to approve the rezoning. The motion was seconded by David Stevens and carried by a vote of 3/0.

Jim Brooks	AYE
David Stevens	AYE
Tom Evans Jr.	AYE

(3)

Consideration of a rezoning request from Consolidate Pipe for Parcel H8-1-40. The applicant is requesting approval to rezone 11.5 +/- acres from ORC to I-1 to accommodate construction of a light industrial facility for storage and distribution.

MINUTES – REGULAR PLANNING COMMISSION MEETING
April 24, 2023

Tom Evans made a motion to approve the rezoning. The motion was seconded by Jim Broocks and carried by a vote of 3/0.

Jim Broocks	AYE
David Stevens	AYE
Tom Evans	AYE

David Stevens made a motion to adjourn until Monday, May 22, 2023, at 6 o'clock pm, seconded by Jim Broocks. The meeting was adjourned by a vote of 3/0.

AFFIDAVIT

PROOF OF PUBLICATION

RANKIN COUNTY NEWS • P.O. BOX 107 • BRANDON, MS 39043

STATE OF MISSISSIPPI COUNTY OF RANKIN

THIS 26TH DAY OF APRIL, 2023, personally came Marcus Bowers, publisher of the Rankin County News,

NOTICE OF ZONING HEARING FOR THE CITY OF BRANDON RANKIN COUNTY, MISSISSIPPI

NOTICE IS HEREBY GIVEN TO THOSE PARTIES IN INTEREST THAT THERE WILL BE A PUBLIC HEARING BEFORE THE GOVERNING AUTHORITIES OF THE CITY OF BRANDON, MISSISSIPPI ON MAY 15, 2023 AT 6:00 O'CLOCK P.M. IN THE REGULAR BOARD MEETING ROOM AT BRANDON CITY HALL, LOCATED AT 1000 MUNICIPAL DRIVE, BRANDON, MISSISSIPPI, FOR THE PURPOSE OF DETERMINING WHETHER OR NOT A REZONING SHALL BE GRANTED TO CONSOLIDATED PIPE FOR THE FOLLOWING DESCRIBED PROPERTY LOCATED IN THE CITY OF BRANDON, RANKIN COUNTY, MISSISSIPPI

LEGAL DESCRIPTION FOR

CONSOLIDATED PIPE AREA TO BE RE-ZONED FROM ORC TO I-1

A PARCEL OF LAND CONTAINING 11 ACRES, MORE OR LESS, LOCATED IN THE NORTHWEST 1/4 OF SECTION 19, T5N, R3E OF RANKIN COUNTY, MISSISSIPPI, BEING A PORTION OF THE PROPERTY DESCRIBED IN THAT CERTAIN DEED RECORDED IN BOOK 2019 AT PAGE 23590 IN THE AFORESAID COUNTY AND IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING FROM A CONCRETE MARKER AT THE COMMON CORNER OF SECTION 24 AND 25, TOWNSHIP 5 NORTH, RANGE 2 EAST, AND SECTIONS 19 AND 30, TOWNSHIP 5 NORTH, RANGE 3 EAST OF RANKIN COUNTY, MS;

THENCE RUN NORTH 06 DEGREES 45 MINUTES 3 SECONDS EAST FOR A DISTANCE OF 2832.85 FEET TO SET 1/2 INCH REBAR ON THE NORTH RIGHT-OF-WAY OF MARQUETTE ROAD AND BEING THE POINT OF BEGINNING,

THENCE RUN NORTH 01 DEGREES 03 MINUTES 26 SECONDS EAST FOR A DISTANCE OF 1468.42 FEET TO A SET 1/2 INCH REBAR;

THENCE RUN NORTH 71 DEGREES 08 MINUTES 45 SECONDS EAST FOR A DISTANCE OF 334.45 FEET TO A SET 1/2 INCH REBAR AT A DRAINAGE DITCH;

THENCE RUNNING ALONG SAID DITCH SOUTH 00 DEGREES 01 MINUTES 33 SECONDS EAST FOR A DISTANCE OF 433.40 FEET TO A FOUND 1/2 INCH REBAR;

THENCE RUNNING ALONG SAID DITCH SOUTH 00 DEGREES 03 MINUTES 05 SECONDS WEST FOR A DISTANCE OF 519.78 FEET TO A FOUND 1/2 INCH REBAR AND CAP;

THENCE RUNNING ALONG SAID DITCH SOUTH 35 DEGREES 15 MINUTES 00 SECONDS EAST FOR A DISTANCE OF 282.67 FEET TO A FOUND 1/2 INCH REBAR ON THE NORTH RIGHT-OF-WAY OF MARQUETTE ROAD;

THENCE RUNNING ALONG SAID RIGHT-OF-WAY SOUTH 54 DEGREES 47 MINUTES 17 SECONDS WEST FOR A DISTANCE OF 299.08 FEET TO A POINT;

THENCE RUNNING ALONG SAID RIGHT-OF-WAY WITH A CURVE TURNING TO THE LEFT WITH A RADIUS OF 2058.15 FEET, WITH AN ARC LENGTH OF 342.46 FEET, WITH A CHORD BEARING OF SOUTH 50 DEGREES 01 MINUTES 16 SECONDS WEST, WITH A CHORD LENGTH OF 342.07 FEET, TO A SET 1/2 INCH REBAR, WHICH IS THE

AND CONTAINING AN AREA OF 11.00 ACRES MORE OR LESS.

ALL BEARINGS AND DISTANCES ARE BASED ON GPS GRID FOR MS WEST ZONE 2302

PARCEL # H8-1-40

FOR INFORMATION PERTAINING TO THIS MATTER VISIT WWW.BRANDONMS.ORG/DEPARTMENTS/COMMUNITY-DEVELOPMENT/PUBLIC-HEARING-NOTICES/ANGELA BEAN
CITY CLERK

April 26, 2023
#570

a weekly newspaper printed and published in the City of Brandon, In the County of Rankin and State aforesaid, before me the undersigned officer in and for said County and State, who being duly sworn, deposes and says that said newspaper has been published for more than 12 months prior to the first publication of the attached notice and is qualified under Chapter 13-3-31, Laws of Mississippi, 1936, and laws supplementary and amendatory thereto, and that a certain

NOTICE OF ZONING HEARING

REZONING - CONSOLIDATED PIPE

a copy of which is hereto attached, was published in said newspaper One (1) week, as follows, to-wit:

Vol 175 No. 42 on the 26th day of April, 2023

Marcus Bowers

MARCUS BOWERS, Publisher

Sworn to and subscribed before me by the aforementioned
Marcus Bowers this 26th day of April, 2023

Frances Conger

FRANCES CONGER, Notary Public
My Commission Expires: January 25, 2026

PRINTER'S FEE. (12 cents per word for first insertion and 10 cents per word for each subsequent insertion)

478 words at .12 each.....	\$57.36
Proof of Publication	3.00
TOTAL	\$60.36





MEMORANDUM

TO: HONORABLE MAYOR BUTCH LEE AND BOARD OF ALDERMEN
FROM:
DATE: 05/10/2023
SUBJECT: FORESTRY SUPPLIERS REZONING REQUEST

Public hearing and board action regarding the consideration of a rezoning request for Forestry Suppliers (Parcels H8-1-42 and H8-1-43).

ATTACHMENTS:

1. Staff report Forestry Suppliers - board meeting

Application # 23-003
Date Received: April 11, 2023
Subject Property: Parcel H8-1-42 and H8-1-43
Applicant: Forestry Suppliers



STAFF REPORT

CASE # 23-003

Subject Matter: Rezoning Application

Subject Property: Forestry Suppliers
27.13 +/- Acres, Parcel Nos: H8-1-42 and H8-1-43

Planning Commission: April 24, 2023

Public Hearing: May 15, 2023

Zoning District: ORC – Office and Research Campus

Ward: 1 – Jarred Craine

Description:

Consideration of an application for rezoning request for Forestry Suppliers for 27.13 +/- Acres (Parcels H8-1-42 and H8-1-43).

The applicant is requesting approval to rezone in order to construct a warehouse with outdoor storage on the parcel of property containing 27.13 +/- acres. Parcels H8-1-42 and H8-1-43 are currently zoned ORC (Office and Research Campus). The subject property fronts Morris Drive to the south and Kansas City Southern Railroad to the north.

See "Location and Zoning Map", Below and Attached

Application # 23-003
Date Received: April 11, 2023
Subject Property: Parcel H8-1-42 and H8-1-43
Applicant: Forestry Suppliers



Application # 23-003
Date Received: April 11, 2023
Subject Property: Parcel H8-1-42 and H8-1-43
Applicant: Forestry Suppliers

Overview and Applicants Written Statement:

"Our company owns two adjoining parcels of commercial land in Brandon just south of the railroad tracks and across the street from Pepsi (Brown Bottling). I recently dropped off to you an application requesting our property be rezoned. With this letter, I've enclosed maps/plats and legal descriptions as requested. You also requested that we write a letter explain the reasons for our rezoning request from ORC to I-1 as indicated on the application.

Very recently it was brought to our attention that our property has been rezoned from I-1 to ORC. We bought it as I-1 and thought it was still I-1. We're clearly not experts on how this works but didn't think our property could be rezoned without our knowledge and having a chance to contribute to the dialogue. We think one of two things happened. It did get re-zoned and we weren't informed or we were mistake that it was I-1 in the first place when we purchased the properties. I hope that's not true because that one will be on me. For reference, you said you believed the ORC went into effect in 2021. We bought the south parcel 2/1/16 and the north parcel 5/9/18.

Regardless, we think it is possible that the ORC zoning would allow us to build an approximately 150,000 sf distribution warehouse with appropriate offices. For reference our operation wouldn't be much different than Brown Bottling and their I-1 operation across the street. We have about 100 employees and think we would build a 120,000 sf warehouse with about 30,000 sf of office space. Receiving and shipping docks on the back out of view, again, similar to Brown Bottling. You can also visit our current 100,000 sf building at 205 West Rankin Street in Jackson to get an idea of what we do.

However, reading the typical building type and building patterns of ORC, it makes me nervous and really doesn't seem to fit our operation. I-1 clearly does fit us very well and the typical building type and building patter is exactly what we do for a living. We invested a significant amount of money in the property believing, right or wrong, that is was zoned I-1 and we hope you will allow us to have the zoning put in place. Thank you for your consideration."

*See "Rezoning Application", Attached
See "Rezoning Exhibit", Below and Attached*

Application # 23-003
Date Received: April 11, 2023
Subject Property: Parcel H8-1-42 and H8-1-43
Applicant: Forestry Suppliers

Planning Commission Recommendation:

Planning Commission recommends to approve the rezoning request from ORC to I-1 based on the staff recommendations.

Staff Recommendation:

Staff recommends approval of the rezoning request based on the following:

- Staff finds that the city has previously determined that this area is suitable for I-1 and that the desired change is suitable to all existing contextual land uses. The designation of ORC was an oversight during the drafting and adoption of the 2021 Future Land Use Plan and Zoning Map.
- Staff finds that the rezoning request is generally consistent with both the current zoning map and the future land use plan.
- Staff finds that the rezoning request is consistent with the 2015 City's Comprehensive Plan and would be more appropriately zoned consistent with the applicant's rezoning request.

Adjoining Property Owners Notified:

PPIN	Name	Address	City	State	Zip
21852	Kansas City Southern Railroad	PO Box 219335	Kansas City	MO	64121
71195	Brown Bottling Group	591 Highland Colony Pkwy	Ridgeland	MS	39157
21848	Rankin County Economic Dev	211 E Government St	Brandon	MS	39042
78155	Mini-Storage Inc	353 West Reed Rd	Greenville	MS	38701
69821	Bank of Yazoo City	5650 Hwy 80 East	Pearl	MS	39208

Notice Filed in Paper: April 26, 2023

Report Prepared By: Sam Hawkins, Community Development Director

Exhibits:

- A) Location and Zoning Map
- B) Adjacent Owners Map
- C) Rezoning Application



COMMUNITY DEVELOPMENT

Rezoning
Application



CASE NUMBER
23-003

Hwy 18 BRANDON, MS		H08 000001 00043	16.7 AC	PPIN 82384
Street Address		H08 000001 00042	10.42 AC	PPIN 80353
ORC		I-1		
Current Zoning Classification		Proposed Zoning Classification		
VACANT LAND		DISTRIBUTION WAREHOUSE w/OFFICES		
Current Use of the Property		Proposed Use of the Property + RETAIL STORE		
Is the rezoning consistent with the land use plan? If not, please explain why the rezoning is appropriate: YES. THE PROPERTY WAS I-1 WHEN WE PURCHASED IT (WE DIDN'T KNOW IT HAD BEEN CHANGED). THE PROPERTY DIRECTLY ACROSS THE STREET IS I-1.				
FORESTRY SUPPLIERS, INC.		JEFF HOLLINGSHEAD		
Applicant		Contact Name		
205 WEST BARKIN STREET		601-354-3565		
Street Address		Primary Telephone		
JACKSON	MS	39201	HOLLINGSHEAD@FORESTRY-SUPPLIERS.COM	
City	State	Zip Code	Email	
Owner(s), if different from applicant		Contact Name		
Street Address		Primary Telephone		
City		State	Zip Code	Email

The following items are required for consideration of a rezoning:

- ☐ Completed Application and Non-Refundable \$275 Fee
- ☐ Ownership Verification Letter
 - o If the applicant is not the owner, a letter signed and dated by the owner certifying their ownership of the property and authorizing the applicant to represent the person, organization, or business that owns the property.
- ☐ Legal Written Description of the Property
 - o If not platted, a metes and bounds legal description of the property.
- ☐ Written Statement
 - o A written statement documenting the reason for the rezoning, including evidence that the request complies with the requirements of a rezoning.
- ☐ Site Plan
 - o All rezoning applications must be accompanied by a fully-dimensioned site plan locating all easements and restricted use areas, north arrow, all structure-to-property line setback dimensions, location of all property lines, names of all adjacent streets, parking plan, grade elevations at property line corners, proposed and existing utility meters, public sewer connections, private sewage disposal systems and fire hydrant locations.

Applicant's Signature:

[Signature] PRESIDENT

Date:

April 7, 2023

Revised: 04/21/2017



COMMUNITY DEVELOPMENT

Rezoning
Acknowledgements



The applicant agrees to:

- If determined by the City Planner or other city officials that a detailed site plan is necessary to review a request to rezone property, a site plan shall be submitted by the applicant in accordance with the Zoning Ordinance of the city and all expenses of the zoning variance review shall be paid by the applicant.
- By signing the application, it is understood and agreed that permission is given to the Department of Community Development to place a sign(s) on said property, giving notice to the public that said property is being considered for zoning action. It is further understood by the applicant that the removal of the sign before the hearing will constitute a withdrawal of the application and the case will not be heard at the next scheduled hearing.
- It is further understood and agreed by the applicant, and permission is hereby granted to the city for inspections, investigations, and/or evaluation reports by the proper departments, pertaining to said property. In the event such investigations, etc., disclose this property does not meet the requirements for the proposed use, then this request will be held in abeyance until such time as those requirements are met and/or evidence of such is submitted.
- The application fee for this request is non-refundable regardless of the outcome.

The applicant agrees to attend the official development review meetings listed below:

Planning Commission Meeting: _____

Board of Aldermen Public Hearing: _____

Both meetings are held in the Board Room of the Brandon Municipal Complex, located at 1000 Municipal Drive in Brandon, Mississippi at 6 o'clock in the evening.

The above information is true, correct, and complete to the best of my knowledge, and I acknowledge the stipulations listed herein.

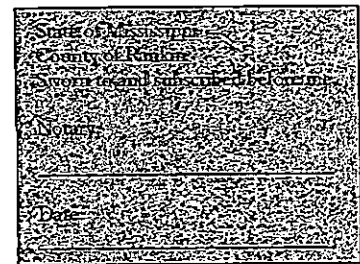
Applicant: _____

Date: _____

April 7, 2023

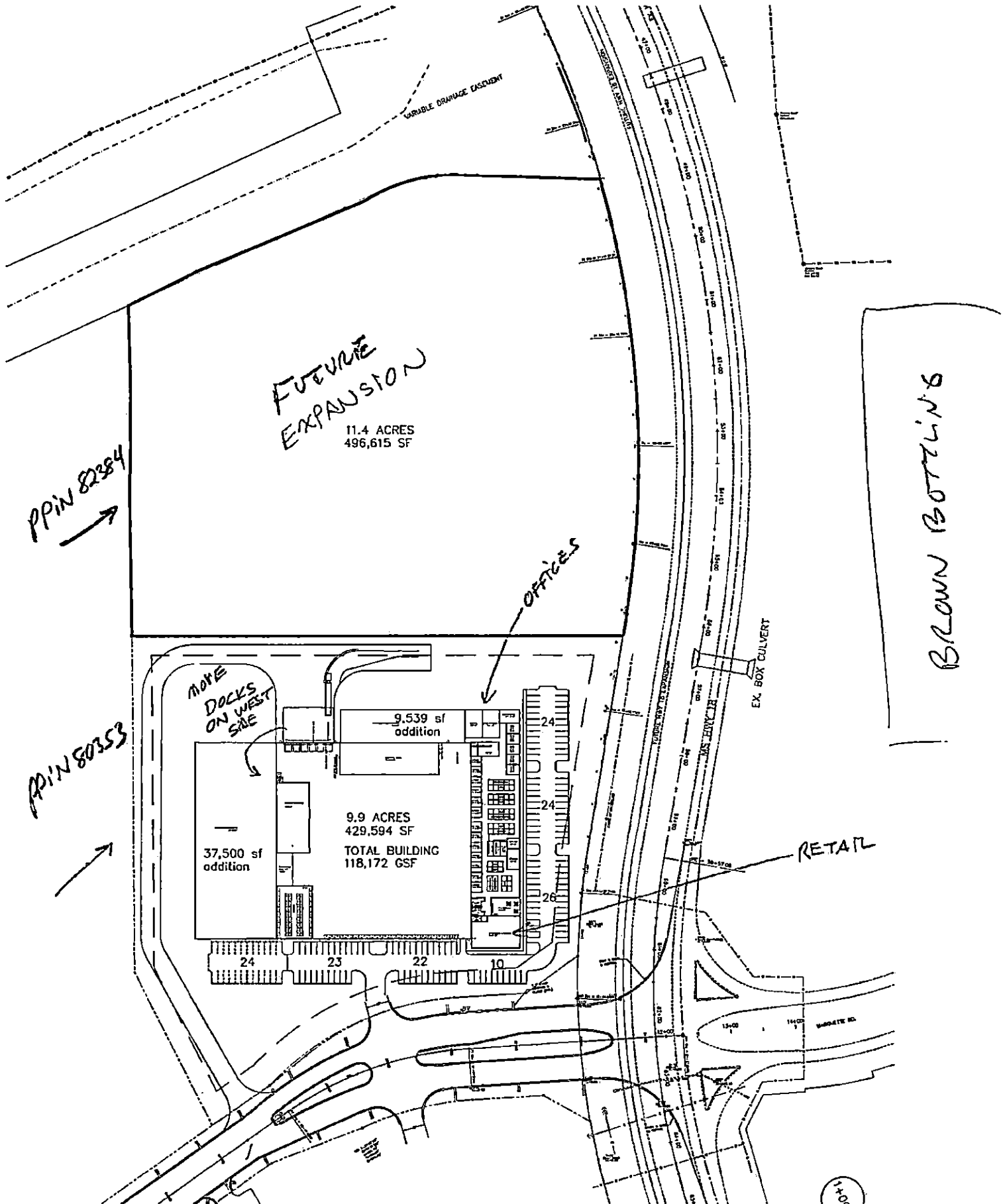
Owner: _____

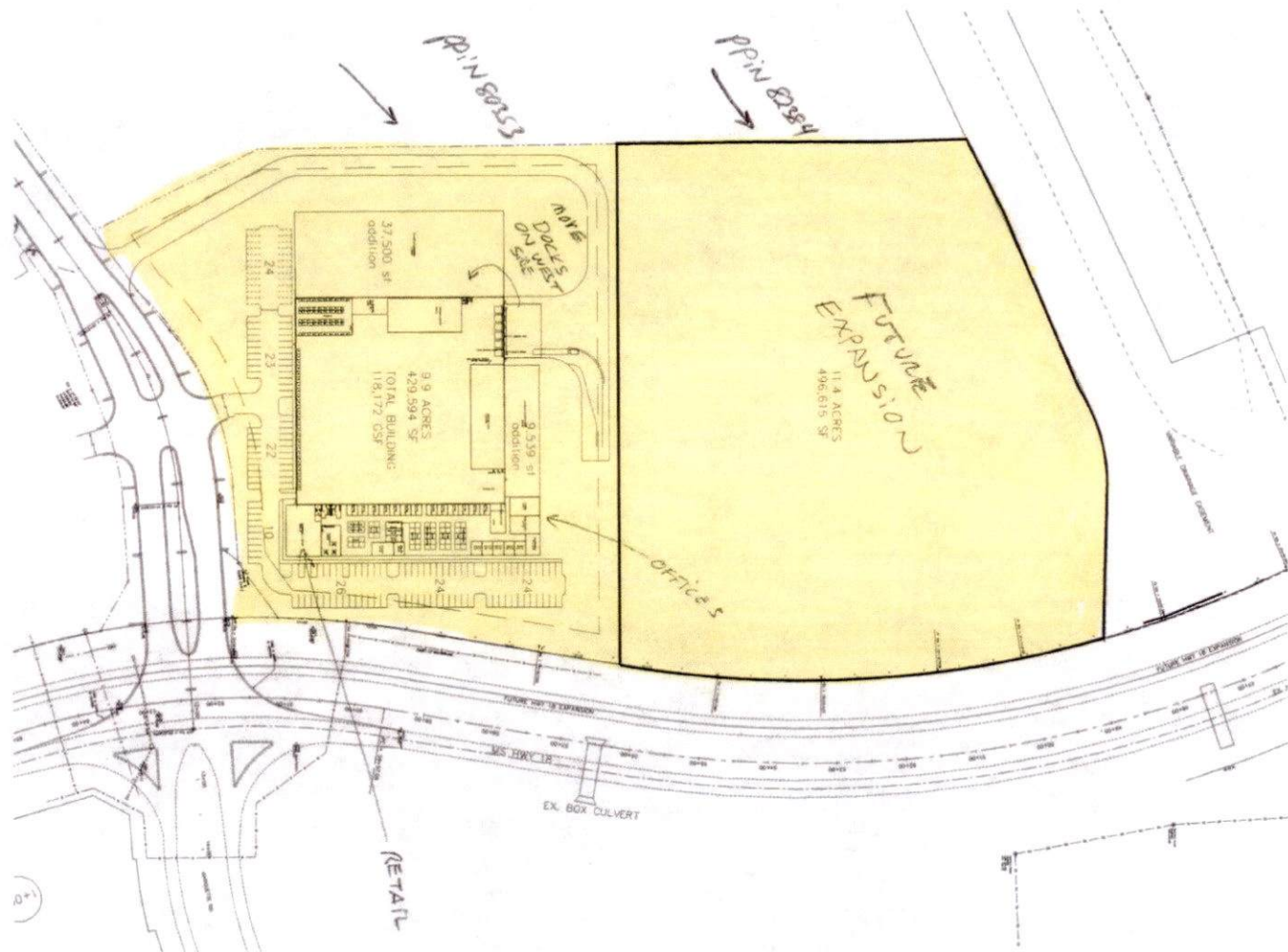
Date: _____



Revised: 04/21/2017

FORESTRY SUPPLIERS PRELIMINARY SITE PLAN







Forestry Suppliers, Inc.

Quality Forestry, Engineering and Environmental Equipment Shipped Worldwide — Since 1949

205 West Rankin Street
Post Office Box 8397
Jackson, Mississippi 39284-8397
601-354-3565 ♦ Fax 601-355-5126
www.forestry-suppliers.com

April 14, 2023

Sam Hawkins
Community Development Director-City of Brandon
1000 Municipal Drive
Brandon, MS 39042

Dear Sam:

Our company owns two adjoining parcels of commercial land in Brandon just south of the railroad tracks and across the street from Pepsi (Brown Bottling). I recently dropped off to you an application requesting our property to be rezoned. With this letter, I've enclosed maps/plats and legal descriptions as requested. You also requested that we write a letter explaining the reasons for our rezoning request from ORC to I-1 as indicated on the application.

Very recently it was brought to our attention that our property had been rezoned from I-1 to ORC. We bought it as I-1 and thought it was still I-1. We're clearly not experts on how this works but didn't think our property could be rezoned without our knowledge and having a chance to contribute to the dialogue. We think one of two things happened. It did get rezoned and we weren't informed or we were mistaken that it was I-1 in the first place when we purchased the properties. I hope that's not true because that one will be on me. For reference, you said you believed the ORC went in effect in 2021. We bought the south parcel 2/1/16 and the north parcel 5/9/18.

Regardless, we think it is possible that the ORC zoning would allow us to build an approximately 150,000sf distribution warehouse with appropriate offices. For reference our operation wouldn't be much different than Brown Bottling and their I-1 operation across the street. We have about 100 employees and think we would build a 120,000sf warehouse with about 30,000sf of office space. Receiving and shipping docks on the back out of view, again, similar to Brown Bottling. You can also visit our current 100,000sf building at 205 West Rankin Street in Jackson to get an idea of what we do.

However, reading the typical building type and building patterns of ORC, it makes me nervous and really doesn't seem to fit our operation. I-1 clearly does fit us very well and the typical building type and building pattern is exactly what we do for a living. We invested a significant amount of money in the property believing, right or wrong, that it was zoned I-1 and we hope you will allow us to have that zoning put in place. Thank you for your consideration.

Sincerely,


Jeff Hollingshead
President



What you need, when you need it®



FORESTLY SUPPLIERS, INC

REQUESTING THESE TWO
PARCELS BE REZONED
BACK TO I-1 AS
BROWN BOTTLING IS
ACROSS THE STREET.

FORESTRY SUPPLIERS

PPIN 080353

SOUTH PARCEL

**EXHIBIT A
PROPERTY DESCRIPTION**

A TRACT OR PARCEL OF LAND CONTAINING 10.43 ACRES, MORE OR LESS, LYING AND BEING SITUATED IN THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 19, T5N-R3E CITY OF BRANDON, RANKIN COUNTY, MISSISSIPPI, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

POINT OF COMMENCING AT A FOUND IRON PIN MARKING THE SOUTHWEST CORNER OF SAID SECTION 19; RUN THENCE

EAST FOR A DISTANCE OF 838.66 FEET TO A POINT; THENCE

NORTH FOR A DISTANCE OF 3205.91 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY OF MORRIS DRIVE AND THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PROPERTY; THENCE

NORTH 35 DEGREES 11 MINUTES 06 SECONDS WEST FOR A DISTANCE OF 282.33 FEET TO A SET 1/2 INCH IRON PIN; THENCE

NORTH FOR A DISTANCE OF 519.81 FEET TO A SET 1/2 INCH IRON PIN; THENCE

EAST FOR A DISTANCE OF 795.00 FEET TO A SET 1/2 INCH IRON PIN ON THE WEST RIGHT-OF-WAY OF MS. HWY NO 18; THENCE

SOUTH 09 DEGREES 30 MINUTES 56 SECONDS WEST ALONG THE WEST RIGHT-OF-WAY OF MS HWY NO. 18 FOR A DISTANCE OF 283.16 FEET TO A SET 1/2 INCH IRON PIN; THENCE

SOUTHWESTERLY ALONG THE ARC OF A CURVE AND THE WESTERLY RIGHT-OF-WAY OF MS. HWY. NO. 18 TO THE LEFT FOR A DISTANCE OF 209.73 FEET, SAID CURVE HAVING A RADIUS OF 1259.00 FEET AND A DEFLECTION ANGLE OF 09 DEGREES 32 MINUTES 41 SECONDS (CHORD BEARING AND DISTANCE OF SOUTH 06 DEGREES 31 MINUTES 13 SECONDS WEST, 209.49 FEET) TO A SET 1/2 INCH IRON PIN; THENCE

SOUTH 54 DEGREES 29 MINUTES 03 SECONDS WEST ALONG THE WESTERLY RIGHT-OF-WAY OF MS. HWY NO. 18 FOR A DISTANCE OF 98.03 FEET TO A SET 1/2 INCH IRON PIN ON THE NORTHERLY RIGHT-OF-WAY OF MORRIS DRIVE; THENCE

SOUTH 86 DEGREES 24 MINUTES 16 SECONDS WEST ALONG THE NORTHERLY RIGHT-OF-WAY OF MORRIS DRIVE FOR A DISTANCE OF 111.28 FEET TO A POINT; THENCE

SOUTHWESTERLY ALONG THE ARC OF A CURVE AND THE NORTHERLY RIGHT-OF-

WAY OF MORRIS DRIVE TO THE LEFT FOR A DISTANCE OF 249.56 FEET, SAID CURVE HAVING A RADIUS OF 400.00 FEET AND A DEFLECTION ANGLE OF 35 DEGREES 44 MINUTES 48 SECONDS (CHORD BEARING AND DISTANCE OF SOUTH 68 DEGREES 31 MINUTES 52 SECONDS WEST, 245.53 FEET) TO A SET 1/2 INCH IRON PIN; THENCE

SOUTH 50 DEGREES 39 MINUTES 28 SECONDS WEST ALONG THE NORTHERLY RIGHT-OF-WAY OF MORRIS DRIVE FOR A DISTANCE OF 73.16 FEET TO A SET 1/2 INCH IRON PIN; THENCE

SOUTH 54 DEGREES 48 MINUTES 54 SECONDS WEST ALONG THE NORTHERLY RIGHT-OF-WAY OF MORRIS DRIVE FOR A DISTANCE OF 103.64 FEET TO THE POINT OF BEGINNING.

SAID PROPERTY IS SUBJECT TO A 15' UTILITY EASEMENT LYING WEST OF AND PARALLEL WITH THE WEST RIGHT-OF-WAY OF MISSISSIPPI HIGHWAY NO. 18 AND 15' NORTH OF AND PARELLEL WITH THE NORTH RIGHT-OF-WAY OF MORRIS DRIVE.

F:\DWG\15-215 10.1 AC.dwg
11-05-2015

Prepared by:
Quest Consultants, Inc.
Consulting Engineers - Surveyors
26 Eastgate Drive, Suite C
Birmingham, MS 35202
P. O. Box 12725
Birmingham, MS 35204
(205) 821-8341

Forestry Suppliers

PPIN 082384

NORTH PARCEL

EXHIBIT A
DESCRIPTION FOR
16.70 ACRES, MORE OR LESS
(729,333 S.F., MORE OR LESS)

A TRACT OR PARCEL OF LAND CONTAINING 16.70 ACRES, MORE OR LESS, LYING AND BEING SITUATED IN THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 19, T5N-R3E CITY OF BRANDON, RANKIN COUNTY, MISSISSIPPI, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

POINT OF COMMENCING AT A FOUND IRON PIN MARKING THE SOUTHWEST CORNER OF SAID SECTION 19; RUN THENCE

EAST FOR A DISTANCE OF 675.97 FEET TO A POINT; THENCE

NORTH FOR A DISTANCE OF 3,956.47 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PROPERTY; THENCE

NORTH FOR A DISTANCE OF 796.41 FEET TO A SET 1/2 INCH IRON PIN AND THE SOUTHERLY RIGHT OF WAY OF THE KANSAS CITY RAILROAD; THENCE

NORTHEASTERLY ALONG THE ARC OF A CURVE TO THE RIGHT AND THE SOUTHERLY RIGHT-OF-WAY OF KANSAS CITY SOUTHERN RAILROAD TO THE RIGHT FOR A DISTANCE OF 666.54 FEET, SAID CURVE HAVING A RADIUS OF 5,925.88 FEET AND A DEFLECTION ANGLE OF 06 DEGREES 26 MINUTES 40 SECONDS (CHORD BEARING AND DISTANCE OF NORTH 68 DEGREES 19 MINUTES 54 SECONDS EAST, 666.18 FEET) TO A SET 1/2 INCH IRON PIN, SAID POINT BEING ON THE WESTERNMOST RIGHT OF WAY OF HIGHWAY 18; THENCE

SOUTH 28 DEGREES 55 MINUTES 52 SECONDS EAST ALONG SAID RIGHT OF WAY FOR A DISTANCE OF 6.53 FEET TO A SET 1/2 INCH IRON PIN; THENCE

ALONG THE ARC OF A CURVE TO THE RIGHT AND ALONG SAID RIGHT-OF-WAY OF SAID ROAD TO THE RIGHT FOR A DISTANCE OF 1026.85 FEET, SAID CURVE HAVING A RADIUS OF 1,574.99 FEET AND A DEFLECTION ANGLE OF 37 DEGREES 21 MINUTES 19 SECONDS (CHORD BEARING AND DISTANCE OF SOUTH 10 DEGREES 13 MINUTES 34 SECONDS EAST, 1008.76 FEET) TO A SET 1/2 INCH IRON PIN; THENCE

SOUTH 09 DEGREES 30 MINUTES 56 SECONDS WEST ALONG SAID RIGHT OF WAY FOR A DISTANCE OF 44.56 FEET TO A SET 1/2 INCH IRON PIN; THENCE LEAVING SAID RIGHT OF WAY RUN

WEST FOR A DISTANCE OF 793.99 FEET TO THE POINT OF BEGINNING. SAID

TRACT CONTAINING 16.70 ACRES MORE OR LESS.

**SAID PROPERTY IS SUBJECT TO A 15' UTILITY EASEMENT LYING WEST OF
AND ADJACENT TO THE WEST RIGHT-OF-WAY OF MISSISSIPPI HIGHWAY NO.
18**

**SAID PROPERTY IS SUBJECT TO A VARIABLE DRAINAGE EASEMENT LYING IN
THE NORTHERN PART OF SAID TRACT.**

F:\DWG\15-215\DESC\16.70 AC.doc
12-8-2017

Prepared by:
Guest Consultants, Inc.
Consulting Engineers - Surveyors
26 Eastgate Drive, Suite C
Brandon, MS 39042
P. O. Box 1225
Brandon, MS 39043
601-825-8341

**MINUTES
REGULAR PLANNING COMMISSION MEETING
CITY OF BRANDON, MISSISSIPPI**

April 24, 2023
6:00 p.m.

A Regular Meeting of the Planning Commission of the City of Brandon was held at 6 o'clock on the evening of April 24, 2023, in the Brandon Municipal Complex Board Room, located at 1000 Municipal Drive in Brandon, Mississippi.

The meeting was led by David Stevens. Members present included Jim Broocks, David Stevens, and Tom Evans Jr. Sam Hawkins was present representing the Community Development Department. Representatives from Consolidated Pipe and Forestry Suppliers were present to address any questions or concerns presented by the commission.

David Stevens called the meeting to order at 6:04 p.m. David Stevens led the invocation and Jim Broocks led the pledge.

(1)

Consideration of minutes of the Regular Planning Commission meeting of February 27, 2022, attached hereto. Jim Broocks made a motion to approve the minutes. The motion was seconded by Tom Evans and carried by a vote of 3/0.

Jim Broocks	AYE
David Stevens	AYE
Tom Evans Jr.	AYE

(2)

Consideration of a rezoning request from Forestry Suppliers for Parcels H8-1-42 and H8-1-43. The applicant is requesting approval to rezone 27.13 +/- acres from ORC to I-1 to accommodate construction of a warehouse with outdoor storage.

Jim Broocks made a motion to approve the rezoning. The motion was seconded by David Stevens and carried by a vote of 3/0.

Jim Broocks	AYE
David Stevens	AYE
Tom Evans Jr.	AYE

(3)

Consideration of a rezoning request from Consolidate Pipe for Parcel H8-1-40. The applicant is requesting approval to rezone 11.5 +/- acres from ORC to I-1 to accommodate construction of a light industrial facility for storage and distribution.

MINUTES – REGULAR PLANNING COMMISSION MEETING
April 24, 2023

Tom Evans made a motion to approve the rezoning. The motion was seconded by Jim Broocks and carried by a vote of 3/0.

Jim Broocks	AYE
David Stevens	AYE
Tom Evans	AYE

David Stevens made a motion to adjourn until Monday, May 22, 2023, at 6 o'clock pm, seconded by Jim Broocks. The meeting was adjourned by a vote of 3/0.

AFFIDAVIT

PROOF OF PUBLICATION

RANKIN COUNTY NEWS • P.O. BOX 107 • BRANDON, MS 39043

STATE OF MISSISSIPPI COUNTY OF RANKIN

THIS 26TH DAY OF APRIL, 2023, personally came Marcus Bowers, publisher of the Rankin County News,

NOTICE OF ZONING HEARING
FOR THE CITY OF BRANDON
RANKIN COUNTY, MISSISSIPPI
NOTICE IS HEREBY GIVEN
TO THOSE PARTIES IN INTEREST
THAT THERE WILL BE A PUBLIC
HEARING BEFORE THE GOVERNING
AUTHORITIES OF THE CITY OF
BRANDON, MISSISSIPPI, ON MAY 15,
2023 AT 6:00 O'CLOCK P.M., IN THE
REGULAR BOARD MEETING ROOM AT
BRANDON CITY HALL, LOCATED AT
1000 MUNICIPAL DRIVE, BRANDON,
MISSISSIPPI, FOR THE PURPOSE OF
DETERMINING WHETHER OR NOT
A REZONING SHALL BE GRANTED
TO FORESTRY SUPPLIERS FOR THE
FOLLOWING DESCRIBED PROPERTY
LOCATED IN THE CITY OF BRANDON,
RANKIN COUNTY, MISSISSIPPI

LEGAL DESCRIPTION

FOR

FORESTRY SUPPLIERS

AREA TO BE RE-ZONED FROM
ORC TO I-1

A TRACT OR PARCEL OF LAND
CONTAINING 16.70 ACRES, MORE OR
LESS, LYING AND BEING SITUATED
IN THE NORTHWEST 1/4 OF THE
NORTHWEST 1/4 OF SECTION 19,
T5N-R3E CITY OF BRANDON, RANKIN
COUNTY, MISSISSIPPI AND BEING
MORE PARTICULARLY DESCRIBED AS
FOLLOWS

POINT OF COMMENCING
AT A FOUND IRON PIN MARKING
THE SOUTHWEST CORNER OF SAID
SECTION 19; RUN THENCE

EAST FOR A DISTANCE OF 675.97
FEET TO A POINT; THEN

NORTH FOR A DISTANCE
OF 3,956.47 FEET TO THE POINT
OF BEGINNING OF THE HEREIN
DESCRIBED PROPERTY; THENCE

NORTH FOR A DISTANCE OF 796.41
FEET TO A SET 1/2 INCH IRON PIN
AND THE SOUTHERLY RIGHT OF WAY
OF THE KANSAS CITY RAILROAD;
THENCE

NORTHEASTERLY ALONG THE
ARC OF A CURVE TO THE RIGHT AND
THE SOUTHERLY RIGHT-OF-WAY OF
KANSAS CITY SOUTHERN RAILROAD
TO THE RIGHT FOR A DISTANCE OF
666.54 FEET, SAID CURVE HAVING
A RADIUS OF 5,925.88 FEET AND A
DEFLECTION ANGLE OF 06 DEGREES
26 MINUTES 40 SECONDS (CHORD
BEARING AND DISTANCE OF NORTH
68 DEGREES 19 MINUTES 54 SECONDS
EAST, 666.18 FEET) TO A SET 1/2 INCH
IRON PIN, SAID POINT BEING ON THE
WESTERNMOST RIGHT OF WAY OF
HIGHWAY 18, THENCE

SOUTH 28 DEGREES 55 MINUTES
52 SECONDS EAST ALONG SAID
RIGHT OF WAY FOR A DISTANCE OF
6.53 FEET TO A SET 1/2 INCH IRON
PIN; THENCE

a weekly newspaper printed and published in the City of Brandon, In the
County of Rankin and State aforesaid, before me the undersigned officer in
and for said County and State, who being duly sworn, deposes and says
that said newspaper has been published for more than 12 months prior to
the first publication of the attached notice and is qualified under Chapter
13-3-31, Laws of Mississippi, 1936, and laws supplementary and amendatory
thereto, and that a certain

NOTICE OF ZONING HEARING

REZONING - FORESTRY SUPPLIERS

a copy of which is hereto attached, was published in said newspaper One
(1) week, as follows, to-wit:

Vol 175 No. 42 on the 26th day of April, 2023

Marcus Bowers

MARCUS BOWERS, Publisher

Sworn to and subscribed before me by the aforementioned
Marcus Bowers this 26th day of April, 2023

Frances Conger

FRANCES CONGER

My Commission Expires: January 25, 2026

PRINTER'S FEE (12 cents per word for first insertion and 10 cents per
word for each subsequent insertion)

999 words at 12 cents per word \$119.88

Proof of Publication ID # 28593 3.00

TOTAL \$122.88



ALONG THE ARC OF A CURVE TO THE RIGHT AND ALONG SAID RIGHT-OF-WAY OF SAID ROAD TO THE RIGHT FOR A DISTANCE OF 1026.85 FEET, SAID CURVE HAVING A RADIUS OF 1,574.99 FEET AND A DEFLECTION ANGLE OF 37 DEGREES 21 MINUTES 19 SECONDS (CHORD BEARING AND DISTANCE OF SOUTH 10 DEGREES 13 MINUTES 34 SECONDS EAST, 1008.76 FEET) TO A SET 1/2 INCH IRON PIN; THENCE

SOUTH 09 DEGREES 30 MINUTES 56 SECONDS WEST ALONG SAID RIGHT OF WAY FOR A DISTANCE OF 44.56 FEET TO A SET 1/2 INCH IRON PIN; THENCE LEAVING SAID RIGHT OF WAY RUN

WEST FOR A DISTANCE OF 793.99 FEET TO THE POINT OF BEGINNING SAID TRACT CONTAINING 16.70 ACRES MORE OR LESS.

SAID PROPERTY IS SUBJECT TO A 15' UTILITY EASEMENT LYING WEST OF AND ADJACENT TO THE WEST RIGHT-OF-WAY OF MISSISSIPPI HIGHWAY NO. 18.

SAID PROPERTY IS SUBJECT TO A VARIABLE DRAINAGE EASEMENT LYING IN THE NORTHERN PART OF SAID TRACT.

LEGAL DESCRIPTION
FOR
FORESTRY SUPPLIERS
AREA TO BE RE-ZONED FROM
ORC TO I-1

A TRACT OR PARCEL OF LAND CONTAINING 10.43 ACRES, MORE OR LESS, LYING AND BEING SITUATED IN THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 19, T5N-R3E CITY OF BRANDON, RANKIN COUNTY, MISSISSIPPI, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

POINT OF COMMENCING AT A FOUND IRON PIN MARKING THE SOUTHWEST CORNER OF SAID SECTION 19; RUN THENCE

EAST FOR A DISTANCE OF 838.66 FEET TO A POINT, THENCE

NORTH FOR A DISTANCE OF 3205.91 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY OF MORRIS DRIVE AND THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PROPERTY; THENCE

NORTH 35 DEGREES 11 MINUTES 06 SECONDS WEST FOR A DISTANCE OF 282.33 FEET TO A SET 1/2 INCH IRON PIN, THENCE

NORTH FOR A DISTANCE OF 519.81 FEET TO A SET 1/2 INCH IRON PIN; THENCE

EAST FOR A DISTANCE OF 795.00 FEET TO A SET 1/2 INCH IRON PIN ON THE WEST RIGHT-OF-WAY OF MS. HWY NO 18; THENCE

SOUTH 09 DEGREES 30 MINUTES 56 SECONDS WEST ALONG THE WEST RIGHT-OF-WAY OF MS. HWY NO. 18 FOR A DISTANCE OF 283.16 FEET TO A SET 1/2 INCH IRON PIN; THENCE

SOUTHWESTERLY ALONG THE ARC OF A CURVE AND WESTERLY RIGHT-OF-WAY OF MS. HWY NO. 18 TO THE LEFT FOR A DISTANCE OF 209.73 FEET, SAID CURVE HAVING A RADIUS OF 1259.00 FEET AND DEFLECTION ANGLE OF 09 DEGREES 32 MINUTES 41 SECONDS (CHORD BEARING AND DISTANCE OF SOUTH 06 DEGREES 31 MINUTES 13 SECONDS WEST, 209.49 FEET) TO A SET 1/2 INCH IRON PIN; THENCE

SOUTH 54 DEGREES 29 MINUTES 03 SECONDS WEST ALONG THE WESTERLY RIGHT-OF-WAY OF MS. HWY NO. 18 FOR A DISTANCE OF 98.03 FEET TO A SET 1/2 INCH IRON PIN ON THE NORTHERLY RIGHT-OF-WAY OF MORRIS DRIVE; THENCE

SOUTH 86 DEGREES 24 MINUTES 16 SECONDS WEST ALONG THE NORTHERLY RIGHT-OF-WAY OF MORRIS DRIVE FOR A DISTANCE OF 111.28 FEET TO A POINT; THENCE

SOUTHWESTERLY ALONG THE ARC OF A CURVE AND THE NORTHERLY RIGHT-OF-WAY OF MORRIS DRIVE TO THE LEFT FOR A DISTANCE OF 249.56 FEET, SAID CURVE HAVING A RADIUS OF 400.00 FEET AND A DEFLECTION ANGLE OF 35 DEGREES 44 MINUTES 48 SECONDS (CHORD BEARING AND DISTANCE OF SOUTH 68 DEGREES 31 MINUTES 52 SECONDS WEST, 245.53 FEET) TO A SET 1/2 INCH IRON PIN, THENCE

SOUTH 50 DEGREES 39 MINUTES 28 SECONDS WEST ALONG THE NORTHERLY RIGHT-OF-WAY OF MORRIS DRIVE FOR A DISTANCE OF 73.16 FEET TO A SET 1/2 INCH IRON PIN; THENCE

SOUTH 54 DEGREES 48 MINUTES 54 SECONDS WEST ALONG THE NORTHERLY RIGHT-OF-WAY OF MORRIS DRIVE FOR A DISTANCE OF 103.64 FEET TO THE POINT OF BEGINNING

SAID PROPERTY IS SUBJECT TO A 15' UTILITY EASEMENT LYING WEST OF AND PARALLEL WITH THE WEST RIGHT-OF-WAY OF MISSISSIPPI HIGHWAY NO. 18 AND 15' NORTH OF AND PARALLEL WITH THE NORTH RIGHT-OF-WAY OF MORRIS DRIVE.

PARCEL # H8-1-42 AND # H8-1-43
FOR INFORMATION PERTAINING TO THIS MATTER VISIT WWW.BRANDONMS.ORG/DEPARTMENTS/COMMUNITY-DEVELOPMENT/PUBLIC-HEARING-NOTICES/
ANGELA BEAN
CITY CLERK
April 26, 2023
#571



MEMORANDUM

TO: HONORABLE MAYOR BUTCH LEE AND BOARD OF ALDERMEN
FROM: SAM HAWKINS
CC: MARK BAKER, ANGELA BEAN
BOARD AGENDA: MAY 15, 2023
SUBJECT: KENNEDY FARMS PHASE 3 PRELIMINARY PLAT

Case Number 23-002: Consideration for preliminary plat approval. For 42.80 Acres (Parcel: J08 000010 00192)

Current Zoning:

Lots 1-15 (R-12)

Lots 16-60 (TND)

The applicant is requesting direction on whether the proposed layout will be eligible for preliminary plat approval prior to moving forward with any more design.

The applicant's proposed development complies with most of TND requirements, one deviation is the length of the block exceeding 400' without a road connection. This applicant was directed to move forward with this layout by the City of Brandon and requests that the deviation be approved. It is the current staffs' recommendation to view this as a this as a Thorofare.

ATTACHMENTS:

-Staff Report



STAFF REPORT

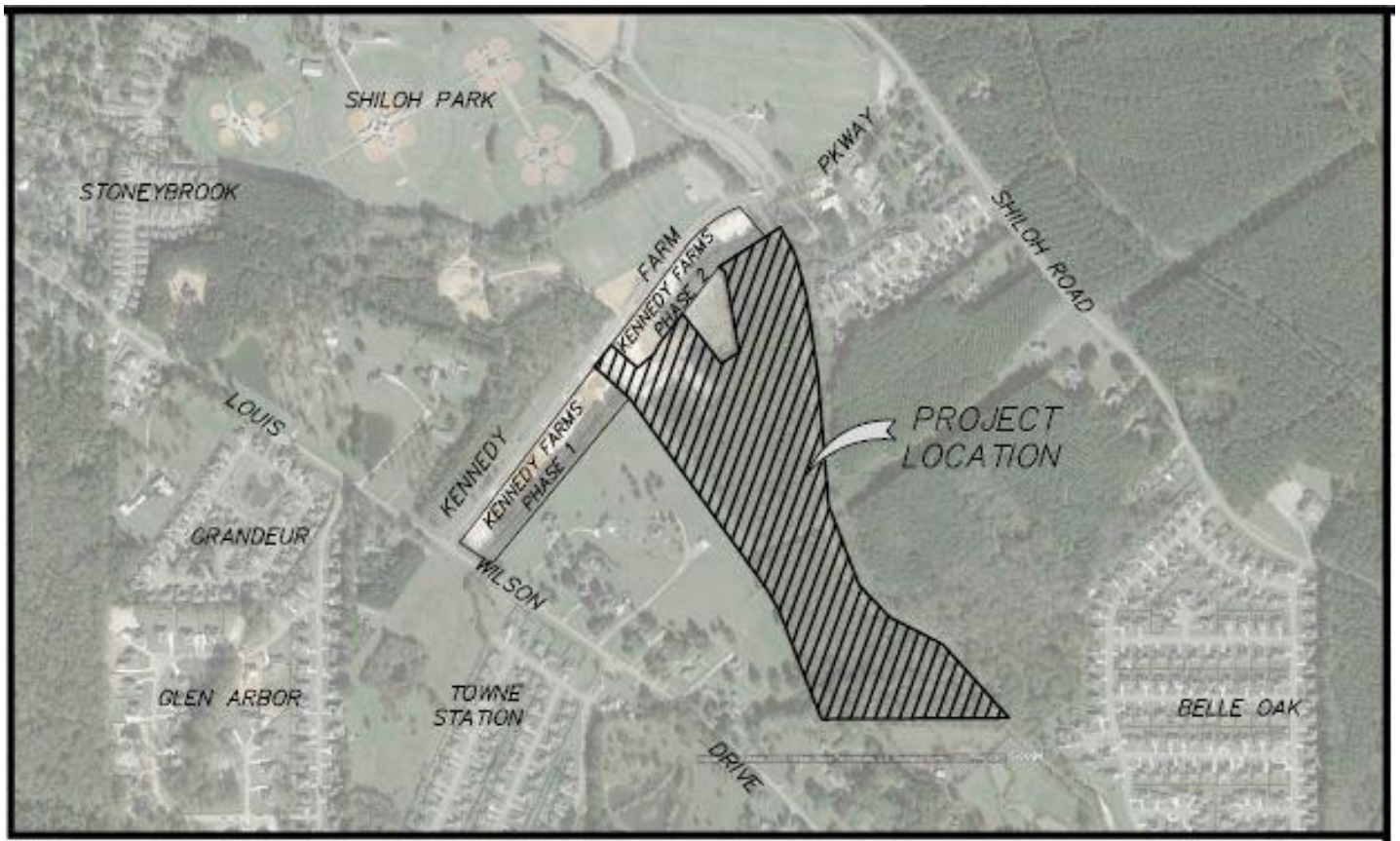
Project: Kennedy Farms Phase 3

Subject Property: +/- 42.80 acres located off of Kennedy Farms Parkway.
Parcel: J08 0000 10 00192

Board of Aldermen: May 15, 2023

OVERVIEW:

Proposed 60 lot subdivision. Lots 1-15 averaging 17,316 square feet, lots 16-52 averaging 9,744 square feet and lots 53-60 averaging 6,500 square feet. This is the third and final phase of development accessible from Kennedy Farms Parkway.



Application # 23-002
Date Received: April 14, 2023
Subject Property: Parcel: J08 0000 10 00192
Applicant: Kennedy Farms, LLC

STAFF RECOMMENDATION:

Staff has reviewed this plat and it meets the minimum standards for development as required by the both the zoning ordinances and development ordinances.

ZONING DISTRICT: R-12 & TND

WARD: Cris Vincent, Ward 2

EXHIBITS:

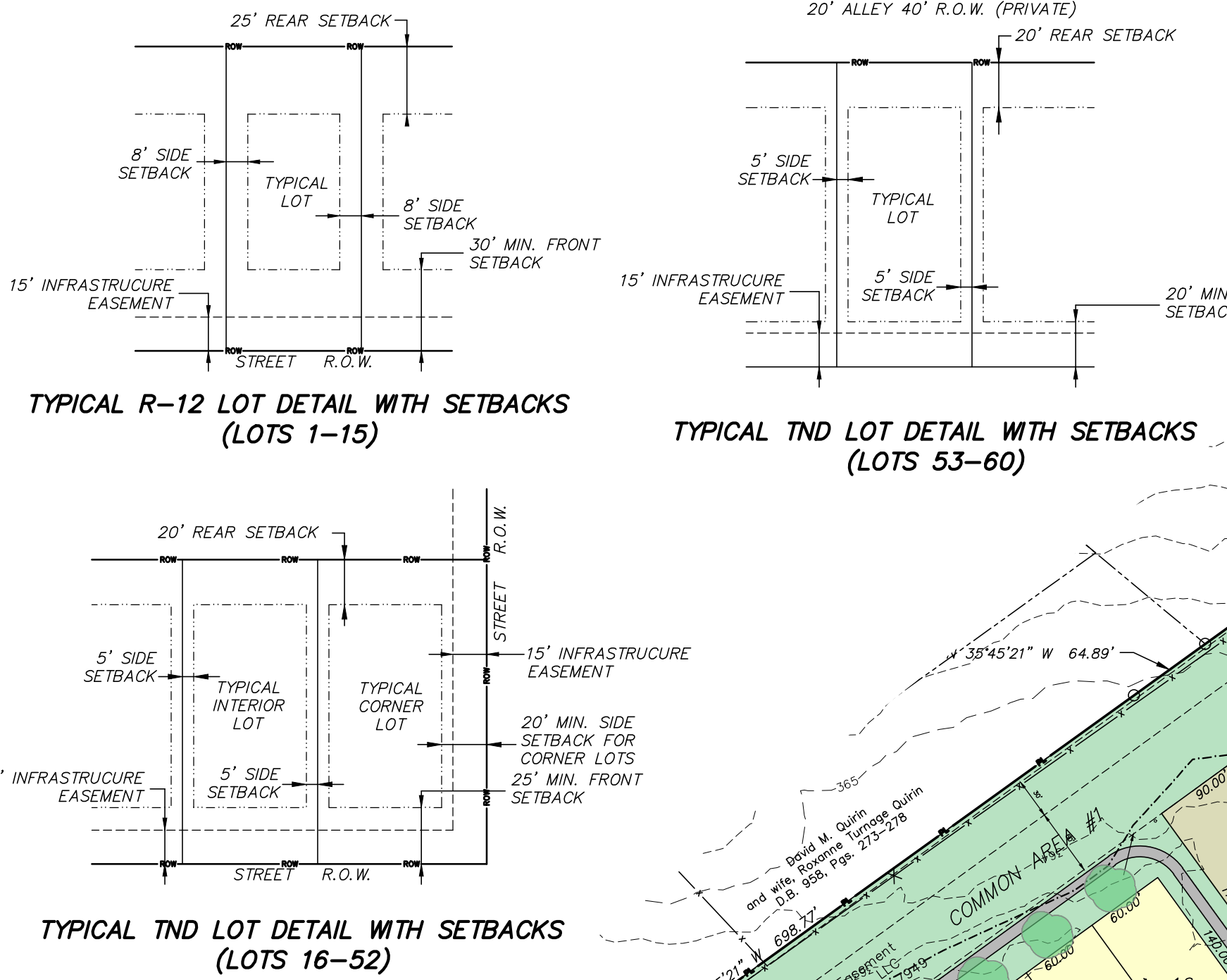
- a) Preliminary Plat
- b) Draft Covenants

Report Prepared By: Sam Hawkins, Director of Community Development

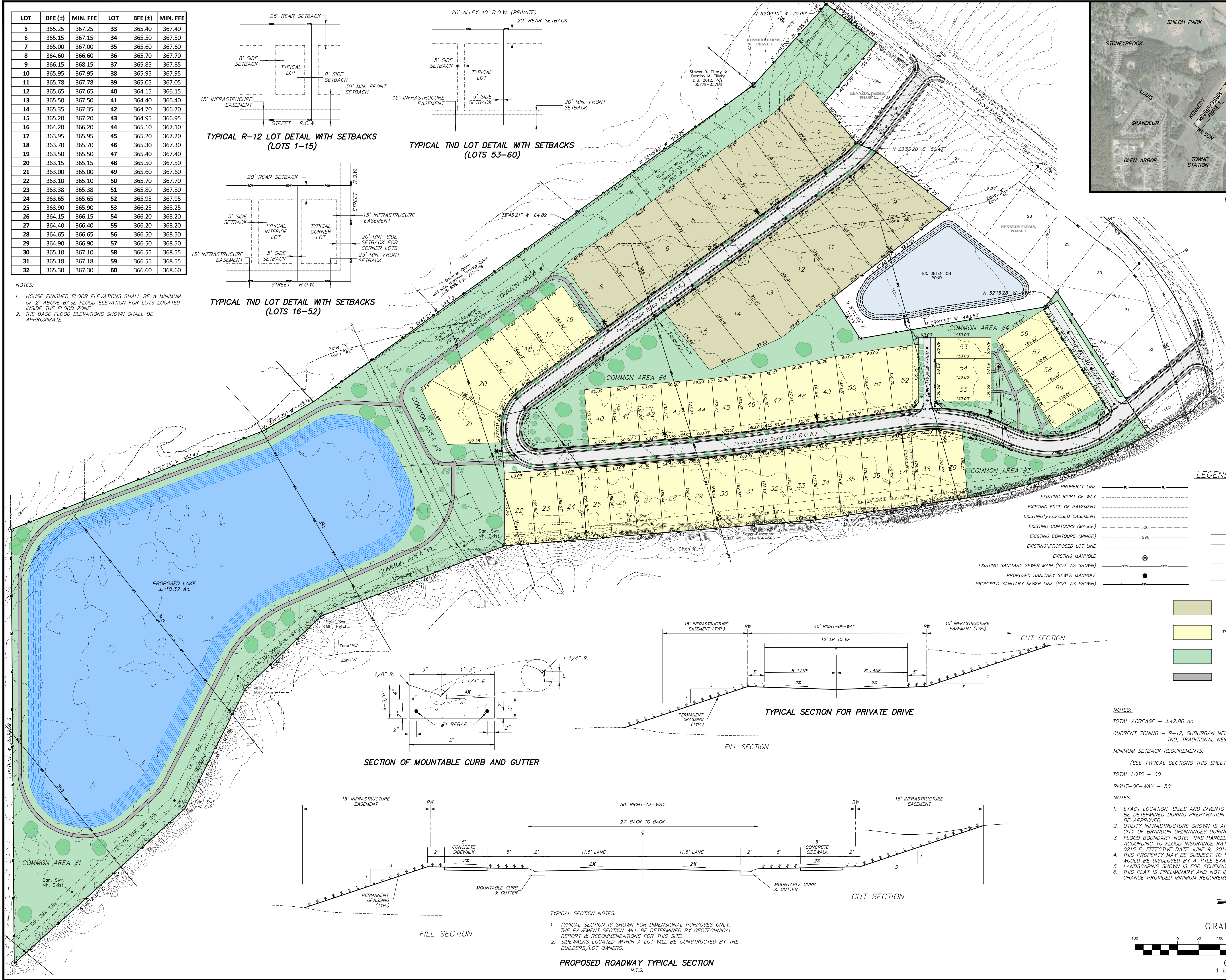
LOT	BFE (±)	MIN. FFE	LOT	BFE (±)	MIN. FFE
5	365.25	367.25	33	365.40	367.40
6	365.15	367.15	34	365.50	367.50
7	365.00	367.00	35	365.60	367.60
8	364.60	366.60	36	365.70	367.70
9	366.15	368.15	37	365.85	367.85
10	365.95	367.95	38	365.95	367.95
11	365.78	367.78	39	365.05	367.05
12	365.65	367.65	40	364.15	366.15
13	365.50	367.50	41	364.40	366.40
14	365.35	367.35	42	364.70	366.70
15	365.20	367.20	43	364.95	366.95
16	364.20	366.20	44	365.10	367.10
17	363.95	365.95	45	365.20	367.20
18	363.70	365.70	46	365.30	367.30
19	363.50	365.50	47	365.40	367.40
20	363.15	365.15	48	365.50	367.50
21	363.00	365.00	49	365.60	367.60
22	363.10	365.10	50	365.70	367.70
23	363.38	365.38	51	365.80	367.80
24	363.65	365.65	52	365.95	367.95
25	363.90	365.90	53	366.25	368.25
26	364.15	366.15	54	366.20	368.20
27	364.40	366.40	55	366.20	368.20
28	364.65	366.65	56	366.50	368.50
29	364.90	366.90	57	366.50	368.50
30	365.10	367.10	58	366.55	368.55
31	365.18	367.18	59	366.55	368.55
32	365.30	367.30	60	366.60	368.60

NOTES:

- HOUSE FINISHED FLOOR ELEVATIONS SHALL BE A MINIMUM OF 2' ABOVE BASE FLOOD ELEVATION FOR LOTS LOCATED INSIDE THE FLOOD ZONE.
- THE BASE FLOOD ELEVATIONS SHOWN SHALL BE APPROXIMATE.



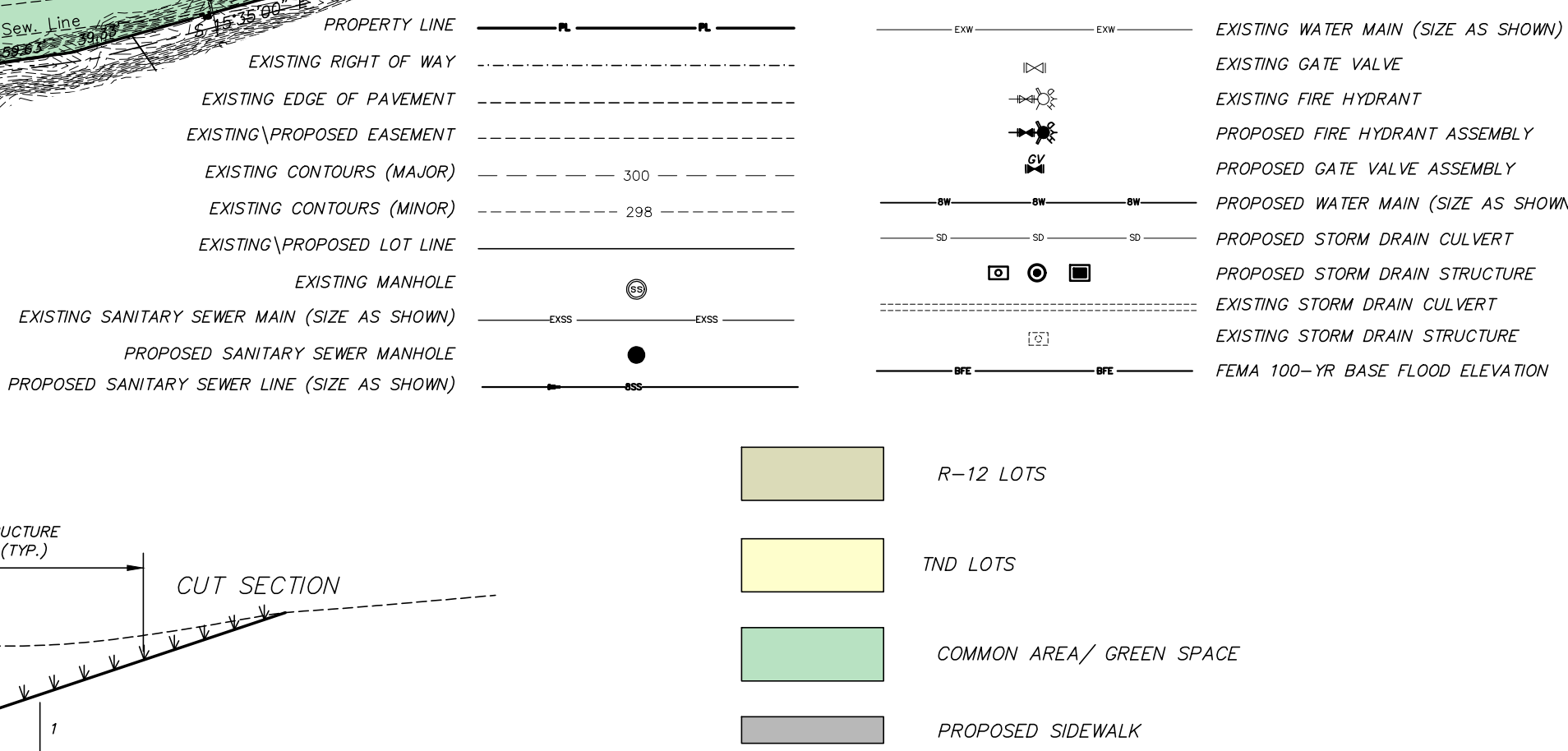
TYPICAL TND LOT DETAIL WITH SETBACKS (LOTS 16-52)



KENNEDY FARMS - LOT DIMENSION BREAKDOWN			
LOT DIMENSIONS	LOTS 1-15	LOTS 16-52	LOTS 53-60
AVERAGE LOT AREA	17,316 SF	9,744 SF	6,500 SF
MINIMUM LOT AREA	15,905 SF	7,881 SF	6,008 SF
MAXIMUM LOT AREA	22,670 SF	16,846 SF	6,500 SF
TYPICAL LOT WIDTH	90'	60'	50'
MINIMUM LOT WIDTH	90'	60'	46.21'
MAXIMUM LOT WIDTH	93'	60'	53.79'
MINIMUM LOT DEPTH	174.54'	131.07'	130'
MAXIMUM LOT DEPTH	211.83'	177.76'	130'

COMMON AREA/ GREEN SPACE	AREA (Ac.)
1	8.87
2	0.62
3	0.68
4	2.67
AREA BETWEEN CURB & ROW	0.97
TOTAL PROPERTY AREA (± Ac.)	42.85
MIN. REQ'D. GREEN SPACE (± Ac.)	4.28
PROPOSED GREEN SPACE (± Ac.)	13.80
USABLE GREEN SPACE (± Ac.)	12.84
% TOTAL GREEN SPACE	32%
% USABLE GREEN SPACE	30%

LEGEND

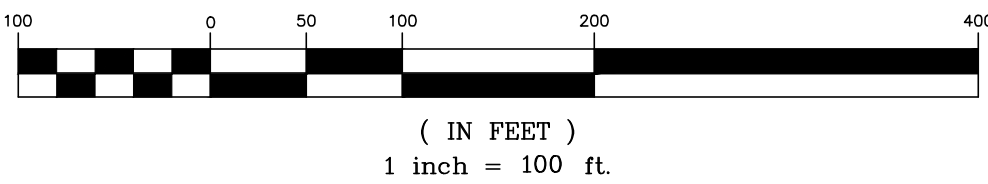


NOTES:

- TOTAL ACREAGE - ±42.80 ac
- CURRENT ZONING - R-12, SUBURBAN NEIGHBORHOOD RESIDENTIAL DISTRICT (LOTS 1-15)
TND, TRADITIONAL NEIGHBORHOOD DEVELOPMENT, (LOTS 16-60)
- MINIMUM SETBACK REQUIREMENTS:
(SEE TYPICAL SECTIONS THIS SHEET)
- TOTAL LOTS - 60
- RIGHT-OF-WAY - 50'
- NOTES:
- EXACT LOCATION, SIZES AND INVERTS FOR WATER, SEWER, & STORM DRAIN INFRASTRUCTURE TO BE DETERMINED DURING PREPARATION OF CONSTRUCTION PLANS SHOULD THE PRELIMINARY PLAT BE APPROVED.
 - UTILITY INFRASTRUCTURE SHOWN IS APPROXIMATE AND SHALL BE DESIGNED IN ACCORDANCE WITH CITY OF BRANDON ORDINANCES DURING THE CONSTRUCTION PLAN PHASE OF THE PROJECT.
 - FLOOD BOUNDARY NOTE: THIS PARCEL IS LOCATED IN FLOOD ZONE "X" (NOT SHADED) & "AE" ACCORDING TO FLOOD INSURANCE RATE MAP NO. 28121C0215F, COMMUNITY PANEL NO. 280143 0215 F, EFFECTIVE DATE JUNE 9, 2014.
 - THIS PROPERTY MAY BE SUBJECT TO RECORDED, UNRECORDED, OR MISINDEXED INSTRUMENTS WHICH WOULD BE DISCLOSED BY A TITLE EXAMINATION OF SAID PROPERTY.
 - LANDSCAPING SHOWN IS FOR SCHEMATIC PURPOSES ONLY AND SUBJECT TO CHANGE.
 - THIS PLAT IS PRELIMINARY AND NOT INTENDED TO BE A FINAL PLAT. LOT LINES ARE SUBJECT TO CHANGE PROVIDED MINIMUM REQUIREMENTS OR ORDINANCES ARE MET.



GRAPHIC SCALE



BENCHMARK
ENGINEERING & SURVEYING, LLC
101 Highpointe Court, Suite B
Brandon, MS 39042
601-891-1077
www.benchmarkms.net

REVISIONS:

DATE: 2/24/23	DRAWN: STP
CHECKED: GAB	SCALE: 1"=100'
REF C/L:	EC SURFACE:
	FG SURFACE:

PROJECT LOCATION:
KENNEDY FARM PARKWAY
CITY OF BRANDON, MISSISSIPPI

CLIENT:
DAVID HEGWOOD
BRANDON, MISSISSIPPI

PROJECT:
KENNEDY FARMS PHASE 3

SHEET CONTENTS:
PRELIMINARY PLAT

SHEET NUMBER
1 of 1

PROJECT NUMBER
B-9940

THIS INSTRUMENT WAS PREPARED BY:

Sabrina B. Ruffin, MSB#103659
Hand Arendall Harrison Sale LLC
104 St. Francis Street, Ste. 300
Mobile, Alabama 36602
(251) 432-5511

WHEN RECORDED RETURN TO:

Wanda Brown
Hand Arendall Harrison Sale LLC
104 St. Frances St., Suite 300
Mobile, Alabama 36602
(251) 432-5511

Indexing Instructions: Lots ____ through ____, inclusive, all common areas, and all other property shown on that certain plat of subdivision for BRYNNWOOD recorded in Plat Cabinet ____, at Slot ____ of the Office of the Chancery Clerk of Rankin County, Mississippi.

**KENNEDY FARMS, LLC
1079 SHILOH ROAD
BRANDON, MS 39042
TELEPHONE NO. 601-825-6400**

DECLARATION OF CONDITIONS, COVENANTS AND RESTRICTIONS

OF

BRYNNWOOD SUBDIVISION

THIS DECLARATION OF CONDITIONS, COVENANTS AND RESTRICTIONS (this “Declaration”) is made this ____ day of _____, ____, by KENNEDY FARMS, LLC, a Mississippi limited liability company (“Declarant”, as further defined below).

WITNESSETH:

WHEREAS, on _____, 20____, Declarant recorded in Plat Cabinet____, Slot ____ of the Office of the Chancery Clerk of Rankin County, Mississippi , a subdivision plat for Brynnwood Subdivision (“Plat of Subdivision”, as further defined below) pertaining to certain real property owned by Declarant in Rankin County, Mississippi, as more specifically described on Exhibit “A” hereto.

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

ARTICLE ONE **GENERAL PROVISIONS**

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

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

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

- (a) “Additional Property” shall mean and refer to that certain real property described on Exhibit “B” attached hereto.
- (b) “Architectural Review Committee” means the Architectural Review Committee as established by the Board of Directors in accordance with the Bylaws.
- (c) “Articles of Incorporation” means the Articles of Incorporation of Brynnwood Owners Association, Inc., a Mississippi non-profit corporation, as recorded in the records of the Office of the Secretary of State of Mississippi, as the same may hereafter be amended, altered or repealed from time to time.

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

where such real property is annexed to this Declaration in accordance with the terms of Section 10.02 hereof.

- (r) “Subdivision” means Brynnwood, a subdivision as shown on the Plat of Subdivision, including any of the Additional Property made subject to this Declaration in accordance with the terms of Section 10.02.
- (s) “Turnover” means the earlier to occur of (i) Declarant relinquishing control of the Association in a written instrument recorded in the real property records of Rankin County, Mississippi, (ii) three (3) months after one hundred percent (100%) of the lots in the Subdivision, including lots to be created out of the Additional Property in accordance herewith, have been conveyed to persons other than Declarant or Declarant’s successors or assigns, (for avoidance of doubt purposes, the event described in this clause (ii) shall not be deemed to have occurred prior to Declarant having annexed all of the Additional Property into the Subdivision and having sold all of the Lots therein), or (iii) _____, 20__; provided, however, that in the event of a conflict between Mississippi law and the foregoing, the applicable Mississippi law shall control.

ARTICLE TWO **COMMON AREA**

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

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

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

2.04 Intentionally Omitted.

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

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

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

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

ARTICLE THREE
ASSOCIATION MEMBERSHIP AND VOTING RIGHTS

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

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

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

ARTICLE FOUR **COVENANT FOR MAINTENANCE ASSESSMENTS**

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

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

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

the foregoing sentence shall be assessed by the Association as a lien at the beginning of each annual Assessment period.

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

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

4.06 Assessment Shares. Each Member shall be responsible for a portion of any annual or special Assessments levied against the Members equal to a fraction calculated in accordance with the following: the numerator of such fraction shall be the number of Lots owned by such Member and the denominator of which shall be the total number of Lots in the Subdivision at the time such Assessment is levied. The quotient of such fraction shall be multiplied by the total sum of the applicable Assessment, and the resulting figure shall be the portion of such Assessment that is owed by the applicable Member. The total number of Lots in the Subdivision may be increased from time-to-time by Declarant in its sole and absolute discretion in accordance with Section 10.02 hereof, and any such increases in the total number of Lots in the Subdivision shall be taken into account in calculating any Assessments in accordance with this Section.

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

4.08 Reservation of Lien; Effect of Nonpayment of Assessments; and Remedies of the Association. Any Assessment not paid within thirty (30) days after the due date shall bear interest thereon at a rate to be set by the Board of Directors but in no event greater than the maximum

percentage rate as may then be permitted under the laws of the State of Mississippi. The Association may bring an action at law or in equity against the Owner personally obligated to pay any Assessment. Furthermore, a lien is hereby reserved in favor of the Association against each Lot in the amount of all Assessments outstanding against such Lot (the "Assessment Lien"). Interest, costs, and reasonable attorneys' fees of any action brought by the Association in respect of an Assessment and/or the Assessment Lien applicable to such Assessment shall be added to the amount of such Assessment and shall be secured by the Assessment Lien. Each such Owner, by his acceptance of a deed to or other conveyance of an interest in a Lot, hereby expressly vests in the Association the right and power to bring all actions, in the name of the Association, against such Owner personally for the collection of each Assessment as a debt and to foreclose the Assessment Lien in the manner provided for the foreclosure and sale under a mortgage and deed of trust pursuant to Mississippi law. Each Owner hereby expressly grants to the Association a power of sale in connection with the Assessment Lien. The Association, including its agents, successors, assigns, attorneys in fact or other legal representatives, shall have the power to appoint a trustee or substitute trustee to perform the sale, and the Association shall have the right to bid at any foreclosure sale and to acquire and hold, lease, encumber, and convey the same. At any such public sale, the appointed trustee may execute and deliver to the purchaser a conveyance of the property in fee simple. No Owner may waive or otherwise escape liability for the Assessments by non-use of the Common Area or abandonment of said Owner's Lot. The Board of Directors may also suspend the use rights of any Owner of the Common Area in the event of a failure to pay any Assessment within thirty (30) days of the applicable due date. Furthermore, and without limiting any rights of the Association hereunder, the Association shall have the right to transfer, assign and convey to any third party any debt associated with any unpaid Assessments and the Assessment Lien that is associated therewith.

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

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

4.11 Estoppel Letter. The Association shall, within thirty (30) days after receiving a written request therefor and for a reasonable charge, as established by the Board of Directors, certify to the amount of any unpaid Assessments constituting a lien on a specified Lot. A

certification letter signed by an officer of the Association or the Association's managing agent, if any, as to the amount of Assessments due with respect to a Lot shall be binding upon the Association.

ARTICLE FIVE

MAINTENANCE AND REPAIR

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

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

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

ARTICLE SIX

ARCHITECTURAL CONTROL

6.01 Submission of Plans and Specifications. No House, building, fence, wall, or other structure or improvement shall be constructed, erected, or maintained upon any Lot, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications of the same shall have been submitted by an Owner to and approved in writing as in harmony with this Declaration by the Architectural Review Committee. Two (2) copies of the building or construction plans and specifications (collectively, the “Plans”) shall be submitted to the Architectural Review Committee. Prior to commencement of any construction activities on a Lot, an Owner’s Plans must be approved by the Architectural Review Committee as to conformity and harmony with this Declaration. The Architectural Review Committee may, from time to time, establish additional written design guidelines for the Subdivision, and a copy of any such guidelines then in effect shall be made available to any Member requesting a copy of same from the Association.

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

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

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

6.05 Waiver of Liability. Neither the Architectural Review Committee nor any architect nor agent thereof nor the Association nor any agent or employee of any of the foregoing shall be responsible in any way for the failure of any improvements to comply with the requirements of this Declaration, nor for any defects in any plans and specifications submitted, revised or approved in accordance with the foregoing provisions, nor for any structural or other defects in any work

done according to such plans and specifications, and all persons relying thereon or benefiting therefrom agree not to sue or claim against the entities and persons referred to in this Section for any cause arising out of the matters referred to herein and further agree to and do hereby release said entities and persons for any and every such cause.

ARTICLE SEVEN **USE RESTRICTIONS**

7.01 Residential Use; Commercial Activity. Except as is hereinafter provided in this Section and in Section 10.01(c) hereof, each Lot is hereby restricted to a private, single-family dwelling for residential use. No commercial activities of any kind whatsoever shall be conducted in any Home, any other building located on a Lot, or any portion of any Lot; provided, however, that (a) an Owner may conduct a business entirely within his Home so long as (i) such business uses only ten percent (10%) of the total square footage of such Home, (ii) such business does not result in parking of additional vehicles on the Subdivision streets or Common Areas, (iii) such business is secondary to the use of the Lot for residential purposes, and (iv) such business shall not violate any applicable zoning ordinances, and (b) Builders shall have the right to use a House as a “model home” and to operate a sales office from such model home.

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

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

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

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

- (a) Any House on an alley (rear load) lot shall contain a minimum of 1500 square feet of heated and cooled living space, any house on sixty foot lot shall contain a minimum of 1800 square feet of heated and cooled living space, and any house on

a ninety foot lot shall contain a minimum of 2400 square feet of heated and cooled living.

- (b) No House may exceed three (3) habitable stories above grade.
- (c) All sidewalks shall be constructed along the street right-of-way of each Lot in accordance with a uniform plan established by the Declarant. Accordingly, each site Plan submitted to the Architectural Review Committee shall show the location and material to be used for construction of the sidewalk, all as required and approved by the Architectural Review Committee. Each Owner shall construct or cause to be constructed on his or her Lot the approved sidewalk upon completion of the House on his or her Lot and before occupancy thereof.
- (d) The residential structure may contain a garage or carport; provided however, that no garage or carport may have a flat roof and any such garage or carport shall be in conformity with the general architecture of the primary residential building or structure.
- (e) No window air-conditioning units shall be permitted on the front or sides of any residence so as to be visible from the front line of such Lot.
- (f) Underground electrical distribution facilities are required and no overhead electrical or similar wiring or lines shall be permitted.
- (g) All outside radio and T.V. antennas (including satellite dishes and other signal receiving/transmitting equipment) shall be installed in such a way as to minimize visibility from the front of the Lot and shall be placed on the back or side of any roof.
- (h) Intentionally Omitted.
- (i) Driveways must be made of concrete. In no event may any driveway be painted, scored or otherwise colored. Any driveway extension must be approved by the Architectural Review Committee and any such extension shall not impede any utility easement.
- (j) Fences constructed or erected on any Lot shall be of wood construction. Each fence must be a picket fence design, privacy fence design or shadowbox fence design. No fence shall exceed six feet in height. Only clear stain or waterproof coating may be applied to fences to maintain the natural wood appearance. Walls or other designs are not permissible. No fence shall be constructed from the front property line to 20 feet behind the corner of the house nearest front property line. All Lots shall be grassed in the entire designated yard area by sodding and the yard shall be landscaped upon the completion of construction and before occupancy. It shall be the Owner's responsibility to maintain any landscaping or fences situated on a Lot so that such improvements remain in an attractive, well-kept condition.

- (k) No outside clothes lines shall be permitted.
- (l) Following construction of a Home on a Lot, existing drainage shall not be altered in any manner, and specifically shall not be altered in such a manner as to divert the flow of water onto an adjacent Lot.

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

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

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

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

7.10 Vehicles.

- (a) No inoperative cars, trucks or other types of vehicles shall be allowed to remain either on or adjacent to any Lot; provided, however, this provision shall not apply to any such vehicle being kept in an enclosed garage.
- (b) No trucks larger than a one-ton pickup shall be parked in the Subdivision, except those reasonably necessary to complete approved improvements.
- (c) Recreational vehicles and campers shall not be parked or stored on any Lot. Boats and utility trailers shall be parked in garages or basements or shall be stored out of

sight from all neighbors and fully screened by a privacy fence of no less than six (6) feet in height.

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

7.11 Construction.

- (a) When the construction of any improvement upon any Lot has begun, work thereon shall be pursued diligently and continuously until full completion. All construction sites must be kept clean, and debris shall not be allowed to accumulate. During construction, the use of dumpsters for routine cleaning of construction sites is permitted.
- (b) No residence constructed on any Lot may be occupied prior to its substantial completion.
- (c) Landscaping shall be completed within sixty (60) days after completion of construction.

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

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

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

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

7.16 Firearms and Fireworks. The display or discharge of firearms or fireworks on any Lot or any Common Area is prohibited; provided, however, that the display of lawful firearms on

the Common Area is permitted by law enforcement officers and also is permitted for the limited purpose of transferring firearms across the Common Area to or from an Owner's Lot. The term "firearms" includes "B-B" guns, pellet guns and other firearms of all types, regardless of size.

7.17 No Hanging of Items. No clothes, sheets, blankets, towels, laundry of any kind or other articles shall be hung out or exposed on any balconies, patios, or railings. Notwithstanding the foregoing, in the event the Association purchases any flags or other decorative items, each Owner shall hang any such flag or other decorative item from the exterior of such Owner's Home at the location, in the manner and at such times as shall be required by the Association in the Association's sole and absolute discretion.

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

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

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

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

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

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

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

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

ARTICLE EIGHT

ADDITIONAL RESTRICTIONS

8.01 Leasing. Homes may be leased by an Owner for residential purposes only; provided, however, that any such leasing activities shall be subject to the following terms and conditions: (a) any such lease and the rights of any tenants thereunder are hereby made expressly subject to the power of the Association to prescribe reasonable rules and regulations relating to the lease and rental of Lots and Homes and to enforce the same directly against such tenant or other occupant by the exercise of such remedies as the Board of Directors deems appropriate, including eviction; (b) no such lease shall be for less than twelve(12) months; (c) all leases must be approved in writing by the Association; (d) the entirety of the dwelling and all improvements must be leased. Any Owner who leases his Home shall be responsible for the acts of his tenants, including, without limitation, the violation of this Declaration and/or any rules and regulations promulgated by the Association hereunder. Notwithstanding the foregoing, this Section shall not apply with respect to any Lot subject to a mortgage which is insured or guaranteed by the Federal Housing Administration or the Veterans Administration, or where the provisions of this Section are

otherwise prohibited by law. In addition to the preceding the following language is adopted in respect to leasing:

A. An allowance for “cover leases” by residential homebuilders within the first 36 months after the issuance of certificate of occupancy for up to 36 months. By the terms hereof a “cover lease” is a lease by the homebuilder to enable them to place their newly-built houses for lease to provide “cover” for the homebuilder if the house is on the market for a greater than anticipated or expected period of time before sale.

B. A total “cap” on all leases and residential development up to 25% of the gross total number of lots in any platted phase of the subdivision, regardless of the nature of the lease, or the purpose of the lease.

C. An allowance or exception for true lease-purchases, whereby the owner is required to close on the purchase of the dwelling house within a certain set period of time, not to exceed three years after the inception of the lease-purchase agreement, and at least 5% of each lease payment is applied as a credit against the purchase price, and the lessee, in addition to lessor, is liable for compliance with the protective covenants. Lease-purchase agreements are excepted from both A. and B. above.

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

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

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

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

Leasing. Homes and Lots may be leased by an Owner for residential purposes only; provided, however, that any such leasing activities shall be subject to the following terms and conditions: (a) any such lease and the rights of any tenants thereunder are hereby made expressly subject to the power of the Association to prescribe reasonable rules and regulations relating to the lease and rental of Lots and Homes and to enforce the same directly against such tenant or other occupant by the exercise of such remedies as the Board of Directors deems appropriate, including eviction; (b) no such lease shall be for less than ninety (90) days; and (c) all leases must be in writing, with a copy provided to the Association upon request by the Association. Any Owner who leases his Home or any portion thereof shall be responsible for the acts of his tenants, including, without limitation, the violation of this Declaration and/or any rules and regulations promulgated by the Association hereunder. Notwithstanding the foregoing, this Section shall not apply with respect to any Lot subject to a mortgage which is insured or guaranteed by the Federal Housing

Administration or the Veterans Administration, or where the provisions of this Section are otherwise prohibited by law.

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

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

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

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

ARTICLE NINE

ENFORCEMENT; DURATION; AMENDMENT

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

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

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

9.03 Attorneys' Fees. In any action (whether in advance of or prior to the initiation of any legal or equitable proceeding, in arbitration, in trial, in any administrative or other similar proceedings, or in any appeal from any of the same) pertaining to any condition, restriction or

covenant herein contained (due to their alleged violation or breach) or for the enforcement of any lien against any Lot or against any Person, unless otherwise expressly provided in this Declaration to the contrary for specific instances and conflicts, the prevailing party shall be entitled to recover all costs, including reasonable legal fees and expenses.

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

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

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

ARTICLE TEN

RESERVED DECLARANT RIGHTS

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

- (a) A right-of-way and easement for ingress and egress and easement for utilities, drainage, maintenance, repairs and other related uses over, along, and across the Common Area for all purposes relating in any manner to the subdividing, developing or aiding in the development of the Subdivision or any parts or parts thereof or additions thereto by Declarant or others.
- (b) The right to grant easements and rights-of-way of ingress and egress and for drainage, utilities, maintenance and repairs along, over, across and under the

Common Area to any person, firm, corporation or entity for use as ingress or egress or for drainage, utilities, maintenance and repairs.

- (c) The right to maintain, and grant Builders the right to maintain, a sales office and/or a management office and/or one or more model homes in the Subdivision and to maintain signs therein advertising the Subdivision and to conduct its business and sales activities pertaining to the Subdivision therein and therefrom.

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

10.02 Right to Annex Property. Declarant hereby reserves the right, exercisable in its sole and absolute discretion, to (a) make any or all of the Additional Property subject to all or any of the terms and conditions of this Declaration and/or (b) permit owners of Additional Property to become Members of the Association. No assurances can be made as to whether any Additional Property will be annexed. Furthermore, Declarant expressly reserves the right to exercise this right on multiple occasions until such time as all Additional Property has been annexed into the Subdivision and made subject to this Declaration. No assurances can be made with respect to the boundaries of any portions of any Additional Property that might be annexed. Declarant's option to annex any Additional Property in accordance with this Section shall expire upon Turnover. The Additional Property may be annexed in accordance with this Section by an amendment to this Declaration, which amendment may be made and entered into by Declarant in its sole and absolute authority and discretion without the consent, approval or signature of the Association or any Member. Notwithstanding anything contained in this Section to the contrary, (aa) no Additional Property shall be subject to this Declaration unless and until Declarant executes an amendment to this Declaration affirmatively exercising Declarant's rights hereunder and records such amendment in the office in which this Declaration is recorded, and (bb) in the event Declarant exercises its right to annex any Additional Property in accordance with this Section, Declarant shall also have the sole and exclusive right (i) to alter or amend the terms of Article Seven hereof as those terms pertain to any Lots created out of such Additional Property, (ii) exempt any Lots created out of such Additional Property from any or all of the requirements of Article Seven hereof, and/or (iii) impose additional covenants and obligations on any Lots created out of such Additional Property.

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

10.04 Rights in Regard to the Association. Until Turnover, Declarant shall have the sole and exclusive right to (1) appoint, remove and replace all of the members of the Board of Directors of the Association; (2) appoint all of the officers of the Association; (3) appoint, remove and replace the members of the Architectural Review Committee of the Association as defined in and in accordance with the Bylaws; (4) amend the Articles of Incorporation and the Bylaws; and (5) take all other action on behalf of the Association and vote on all other matters required to be voted

on or approved by the members of the Association. Upon Turnover, the then-current members of the Association shall be entitled to vote on all the foregoing matters subject to any restrictions set forth in this Declaration and the Bylaws.

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

ARTICLE ELEVEN **INSURANCE; CASUALTY**

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

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

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

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

ARTICLE TWELVE

MISCELLANEOUS

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

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

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

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

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

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

12.07 Notice. All notices required or desired under this Declaration to be sent to the Association shall be sent certified mail, return receipt requested, by hand delivery or by a recognized overnight courier who maintains verification of delivery, to the Secretary of the Association, at such address as the Association may designate from time to time by notice in writing to all Owners. All notices to any Owner shall be delivered by hand delivery, by a recognized overnight courier who maintains verification of delivery in person, or sent by first (1st) class mail to the address of such Owner's Lot, or to such other address as he may have designated from time to time, in a writing duly received, to the Association.

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

conditions of the Bylaws and the terms and conditions of any rules and regulations promulgated hereunder, the terms and conditions of the Bylaws shall control.

[Remainder of Page Intentionally Left Blank]

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

DECLARANT:

KENNEDY FARMS, LLC, a Mississippi limited liability company_____

By:_____

Name: William David

Hegwood_____

As Its: Manager

STATE OF MISSISSIPPI :

COUNTY OF RANKIN :

Personally appeared before me, the undersigned authority in and for the said county and state, on this ____ day of _____, 20__, within my jurisdiction, the within named William David Hegwood, who acknowledged that he is Manager of KENNEDY FARMS, LLC, a Mississippi limited liability company, and that for and on behalf of the said limited liability company, and as its act and deed he executed the above and foregoing instrument, after first having been duly authorized by said limited liability company so to do.

{SEAL}

NOTARY PUBLIC

My Commission Expires:_____

DEED OF TRUST BENEFICIARY'S CONSENT AND SUBORDINATION

[INSERT NAME OF LENDER]("Lender"), the beneficiary under that certain [INSERT TITLE OF DEED OF TRUST], executed by [INSERT NAME OF BORROWER], a _____, dated _____ and recorded in Book _____, Page _____ of the Office of the Chancery Clerk of Rankin County, Mississippi (the "Deed of Trust"), does hereby consent to the recording of this Declaration of Conditions, Covenants and Restrictions ("Declaration"). Furthermore, Lender does hereby subordinate in all respects its interest in and to the property described in the Deed of Trust to this Declaration; provided, however, that the lien of the Association for assessments under the Declaration shall be subordinate to the lien of Lender under the Deed of Trust, as provided in Section 4.10 of the Declaration. Lender does hereby acknowledge and agree that this Declaration shall be given priority over the Deed of Trust, and shall be unaffected by any default, foreclosure or exercise of any other remedy under the Deed of Trust, the same as if this Declaration were executed, delivered and recorded prior to the execution and recording of the Deed of Trust.

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

[NAME OF LENDER], a _____

By: _____
Name: _____
As Its: _____

STATE OF _____
COUNTY OF _____

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

Notary Public
My Commission Expires:

EXHIBIT "A"
DESCRIPTION OF THE SUBDIVISION PROPERTY

All property within the Brynnwood Subdivision as shown on the plat recorded in Plat Cabinet ____,
Slot____ in the Office of the Chancery Clerk of Rankin County, Mississippi .

EXHIBIT “B”
DESCRIPTION OF THE ADDITIONAL PROPERTY

MAYOR
Butch Lee



CHIEF OF POLICE
Wayne Dearman

To: Honorable Mayor Butch Lee and Honorable Board of Aldermen

Date: May 2, 2023

From: Wayne Dearman, Chief of Police

Ref: **Purchase Request**

Honorable Mayor Lee and Honorable Board of Aldermen,

I respectfully request permission for a purchase order to Critical Tech Solutions in the amount of \$27,995.00 for the purchase of The Rapid All-Terrain Tower (RATT) it is a terrain-adjustable rapid-deployment vehicular mobile video surveillance system, and we will be purchasing with funds the Drug Seizure fund.

Critical Tech Solutions is an authorized sole source distributor for The Rapid All-Terrain Tower (RATT).

Please see the attached quote and sole source letter.

Thank you for your consideration,

Wayne Dearman
Chief of Police



POLICE DEPARTMENT



5/1/23

Chief Wayne Dearman
Brandon Police Department
1455 W Government St
Brandon, MS 39042

Critical Tech Solutions (CTS) is the sole vendor & manufacturer of a terrain-adjustable rapid-deployment vehicular mobile video surveillance system called The Rapid All-Terrain Tower (RATT), formerly known as the MVS System. The unique features are listed below and also claimed in our 2 patents, #7,959,115 and #8152114B2. These patent claims ensure that CTS will be the only provider of this specific technology until our patent expires in June of 2031. Our company has previously qualified as a sole source provider of The RATT (MVS System) most recently to the following organizations: Valdosta State University (GA), Germantown Police Department (TN), Bee County (TX) and Jonesboro Police Department (AR).

OVERVIEW

- Light weight (gross weight less than 100 lbs)
- All weather
- No separate trailer required and Dual Use (both permanent mounting or mobile use)
- Travel height less than 108 inches
- Adjusts to vertical on sloping terrain

If you have any questions about CTS or The RATT, we can be reached at 865.202.6603 or via email at Mark@CriticalTS.com.

Sincerely,

MARK

Mark Dorn
Co-Owner



Quote

QU-000111

Brandon Police Department (MS)
 1455 W Government St
 Brandon, Mississippi
 39042

Quote Date : 05.01.23
 Reference # : Chief Dearman {JC/BR-050123}

#	Item & Description	Color	Qty	Rate	Amount
1	RATT Field Swappable - RV Hitch Base - 11ga ASSY (Black) RATT Field Swappable 2x2" Hitch Base - 11ga Steel (Mil-Spec Primer/Powdered Black)	Black	1.00 pcs	2,500.00	2,500.00
2	ASSY-RV Hitch Base NEMA Compressor Hitch Base NEMA 12v DC Air Compressor (Pre-Installed on Hitch Base)	Black	1.00 pcs	1,500.00	1,500.00
3	3039 Mast-Black 30' Telescoping Pneumatic Mast with Lockable Sections + 2 Guying Collars (39lb Payload Max) - Includes Mast-Mounted Manual Hand Pump with Quick-Connect Air Fittings Wind Survival with RQ621 Camera is 35MPH Unguyed/70MPH Guyed	Black	1.00 pcs	3,500.00	3,500.00
4	ASSY-RV Hitch Base Parking Spot-Black (IM) RATT Parking Spot for Storage Black	Black	1.00 pcs	500.00	500.00
5	ASSY-Mast Maintenance Kit RATT Mast Maintenance Kit (Assy) Silicone Grease & Microfiber Cloth	Black	1.00 pcs	200.00	200.00
6	Accessories-Mast-Cover-Canvas-Mast-OD Green Mast Top Canvas Cover (NATO Green)	Green	1.00 pcs	200.00	200.00
7	Accessories-Mast-Cover-Canvas-Hand Pump-OD Green Hand Pump Canvas Cover (Green)	Green	1.00 pcs	100.00	100.00
8	RQ621 5G LTE/WiFi 6/iPad Rapid Deployment Kit (RDK) + 12 Months of FirstNet RATT RQ621 5G LTE/WiFi 6/iPad RDK + 12 Months of Unlimited Data Subscription on FirstNet Includes: 2MP PTZ (Black), 256GB SD Card, Camera Mount with IP67 RJ45 Bulkhead, iOS/Android Tablet in Rugged Case, 50' of CAT6 (Flat), 50' of CAT6 (Threaded), 24' 12v DC Power Cable & Self-Contained Pelican-based Electronics Kit with 5G LTE/WiFi 6	Black	1.00 pcs	19,000.00	19,000.00

#	Item & Description	Color	Qty	Rate	Amount
	Router, 5dbi Antenna, PoE Hub, Dual LAN Ports, Dual USB Bulkhead & External 12v DC Power Port				
9	CamStreamer App (One-Time License per Camera) CamStreamer App is a smart application for streaming live video directly to Youtube, Facebook and many other platforms. With CamStreamer App installed, RATT cameras don't require additional equipment to stream content!	N/A	1.00	495.00	495.00
Sub Total					27,995.00
Total					\$27,995.00

Notes:

- Sole Source Procurement via Critical Tech Solutions.
- System includes 12 months of unlimited data on FirstNet.
- Tablet can be ordered with Windows, Android or iOS.
- Current Lead Time is 2-3 weeks after receipt of PO.

MAYOR
Butch Lee



CHIEF OF POLICE
Wayne Dearman

To: Honorable Mayor Butch Lee and Honorable Board of Aldermen

Date: May 5, 2023

From: Wayne Dearman, Chief of Police

Ref: **Authorization to Receive Mississippi Office of Highway Safety (MOHS) Grant Funding**

Honorable Mayor Lee and Honorable Board of Aldermen,

I am requesting permission to receive grant funding in the amount of \$60,000.00 from the MOHS Homeland Security Grant Program and authorize Mayor Lee to execute any related documents.

I appreciate your consideration,

Wayne Dearman
Chief of Police



POLICE DEPARTMENT

P.O. Box 790, Brandon, MS 39043 • P: 601-825-7225 • F: 601-824-0699 • www.brandonsms.org



STATE OF MISSISSIPPI
TATE REEVES, GOVERNOR
DEPARTMENT OF PUBLIC SAFETY
SEAN J. TINDELL, COMMISSIONER

MISSISSIPPI OFFICE OF HOMELAND SECURITY HOMELAND SECURITY GRANT PROGRAM SUB-RECIPIENT GRANT AWARD

Sub-Recipient Name: Brandon Police Dept

Project Title: Homeland Security Grant Program

Grant Period: May 1, 2023- August 30, 2023

Date of Award: May 1, 2023

Total Amount of Award: \$60,000.00

Grant Number: 20LE128R

In accordance with the provisions of Federal Fiscal Year 2022 Homeland Security Grant Program, the Mississippi Office of Homeland Security (MOHS), State Administrative Agency (SAA), hereby awards to the foregoing Sub-Recipient a grant in the federal amount shown above. The CFDA number is 97.067 and MOHS federal grant number is **EMW-2020-SS00033**. Authorizing Authority for Program: Section 2002 of the *Homeland Security Act of 2002*, as amended (Pub. L. No. 107-296), (6 U.S.C.603).

Enclosed is a signed grant agreement obligating federal funds as outlined above. Please review the grant agreement in full, sign in the designated signature areas and return to the MOHS by **May 31, 2023**. Strict adherence to these provisions is essential to ensure compliance with applicable federal and state statutes, rules, regulations, and guidelines.

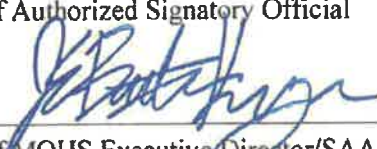
Grant funds will be disbursed to Sub-Recipients (according to the approved project budget) upon receipt of evidence that funds have been invoiced and products received and/or that funds have been expended (i.e., invoices, contracts, itemized expenses, etc.).

I certify that I understand and agree that funds will only be expended for those projects outlined in the funding amounts as listed above. I also certify that I understand and agree to comply with the general and fiscal terms and conditions of the grant including special conditions and the Mississippi Department of Public Safety, Office of Homeland Security, Homeland Security Grant Program, Policies and Procedures Manual; to comply with provisions of the Act governing these funds and all other federal laws and regulations; that all information is correct; that there has been appropriate coordination with affected agencies; that I am duly authorized to commit the applicant to these requirements; that costs incurred prior to grant application approval will result in the expenses being absorbed by the Sub-Recipient; and that all agencies involved with this project understand that all federal funds are limited to a twelve-month period.

Supplantation: The Sub-Recipient provides assurance that funds will not be used to supplant or replace local, state funds or other resources that would otherwise have been available for homeland security activities. In compliance with that mandate, I certify that the receipt of federal funds through the MOHS shall in no way supplant or replace state or local funds or other resources that would have been made available for homeland security activities.

ACCEPTANCE OF THE FEDERAL GRANT AWARD FOR THE SUB-RECIPIENT

Signature of Authorized Signatory Official



Signature of MOHS Executive Director/SAA

MISSISSIPPI OFFICE OF HOMELAND SECURITY



FY22 HOMELAND SECURITY GRANT PROGRAM GRANT AGREEMENT AND AWARD PACKET

FY22 MISSISSIPPI OFFICE OF HOMELAND SECURITY GRANT AGREEMENT

1. Sub-Recipient's Name:

Brandon Police Dept

2. Effective Date of Grant: May 1, 2023

3. Sub-Recipient Grant Number: 20LE128R

Mailing Address:

PO Box 790

Brandon, MS 39043

4. Grant Identifier (Funding Source & Year):

EMW-2020-SS-00033

5. Period of Performance: Start and End Dates:

May 1, 2023-August 30, 2023

Telephone Number:

601.825.7225

6. Subgrant Payment Method:

☒ Cost Reimbursement Method

E-Mail: jfrench@brandonms.org

7. CFDA # - 97.607- Homeland Security

8. UEI # -

9. Congressional District: 3rd

Grant Program

10. FAIN #: 646000779

11. Initial Federal Award

Date: October 1, 2022

12. Federal Awarding Agency:

Homeland Security (800)368-6498

13. Research and Development Grant:

☐ Yes ☒ No

14. Indirect Cost Rate

Charged: \$0.00

15. The following grant funds are obligated:

A. COST CATEGORY	B. SOURCE OF FUNDS	C. MATCH	D. RATIO%
(1) Personal Services-Salary	(1) Federal \$	\$0.00	100%
(2) Personal Services-Fringe	(2) State \$0.00	\$0.00	0%
(3) Contractual Services	(3) Local \$0.00	\$0.00	0%
(4) Travel	(4) Other \$0.00	\$0.00	0%
(5) Equipment \$60,000	Total: \$	\$0.00	100%
(6) Commodities/Supplies	E. TOTAL OF ALL FEDERAL GRANTS THROUGH MOHS TO AGENCY:		
(7) Other	Number of Grants:	FY19	FY20
TOTAL \$60,000	TOTAL: \$	\$	\$

The Sub-Recipient agrees to operate the program outlined in this Grant Agreement in accordance with all provisions of this Agreement as included herein. The following sections are attached and incorporated into this Agreement: Final Approved Agreement which includes Sub-Recipient Signature Sheet; Project Description; Goals and Objectives; Implementation Schedule; Cost Summary Support Sheet; and Agreement of Understanding and Compliances.

All policies, terms, conditions, and provisions listed in funding guidelines, grant agreement, and agreement of understanding which has been provided to Sub-Recipient, are also incorporated into this agreement, and Sub-Recipient agrees to fully comply therewith.

14. Approval from Grantee:

Signature

Date

15. Approval from Sub-Recipient:

Signature

Date

Name: Baxter Kruger

Title: MOHS Executive Director/SAA

Name:

Title: Authorized Signatory Official

FY22 HOMELAND SECURITY GRANT PROJECT DESCRIPTION

The Mississippi Office of Homeland Security Grant Program (HSGP) is provided by Federal grant funds to assist local, state, and tribal efforts in obtaining the resources required to support the National Preparedness Goal, mission areas and core capabilities to build a culture of preparedness. All grant programs funded will help the State of Mississippi in the prevention, preparation, protection, and response to acts of terrorism.

These efforts will be coordinated through the grants and operation programs, along with training and exercises developed during the grant year. All programs will utilize risk assessments, data, and community knowledge to target and deploy resources that are community and state-wide threats and hazards.

FY22 HOMELAND SECURITY PROJECT GOALS AND OBJECTIVES

PROJECT:

Establish and enhance terrorism intelligence to include, but not limited to an early warning system, center, or task force.

GOAL:

Increase jurisdiction participation with multi-level intelligence components and agencies to prevent, protect against, respond to, and recover from Weapons of Mass Destruction (WMD) and/or Terrorism incidents and attacks.

OBJECTIVES:

Provide intelligence gathering and information sharing capabilities to 50% of local jurisdictions within three (3) years after approval of state strategy.

Develop a joint 24-hour emergency notification system for first responders and others who are in a critical, need-to-know position. This includes the Health Alert Network (HAN) and DPS information dissemination to local law enforcement within 3 years after approval of state strategy.

Establish/enhance statewide deterrence/prevention and response efforts.

GOAL:

Reduce Mississippi's vulnerability to terrorism through preparedness and protective efforts.

OBJECTIVES:

Create, implement, and maintain terrorism preparedness plans consistent with the National Response Plan (NRP) and provide advice, assistance, training, and oversight to local governments in the development of such plans within three (3) years after approval of state strategy.

Improve the number of emergency responders prepared to respond to WMD/CBRNE incidents, including hoaxes and suspicious packages within three (3) years of the approval of the state strategy.

FY22 PROGRAM MILESTONE SCHEDULE

The program milestone schedule is intended to provide the Sub-Recipient, a proposed list of planned activities, implementation dates, for the implementation of the grant. Program milestones will be provided in the Sub-Recipient's quarterly reporting, as when the milestone should be completed.

1st QUARTER (OCTOBER, NOVEMBER & DECEMBER)

- Completed Environmental Historic Preservation Form and submit to MOHS (If required). Please include form and photographs of outside of building, as well as places where equipment will be installed.
- Complete NIMS Training (100, 200, 700 and 800), if not completed.
- Complete Cyber-Security Assessment and return completion form to MOHS.
- Solicit quotes and/or bids for equipment. (If equipment is over \$5,000.00, two (2) quotes are required)
- Review proposals, quotes, bids and select vendors.
- Purchase approved equipment during 1st quarter for the grant year.
- Begin Preparation of 1st Quarter Report. (October 1-December 31). Due to MOHS January 15th.
- Send full Grant Agreement with signatures to MOHS.
- Assess and review program's threats, hazards, core capabilities and needs.
- Participate and attend any trainings, meetings, or conference calls with MOHS, as required and necessary.

2nd QUARTER (JANUARY, FEBRUARY & MARCH)

- Submit 1st Quarter Report to MOHS. Due January 15.
- Receive approved equipment or grant funded items.
- Prepare Equipment/Inventory Sheet for MOHS. Take pictures of all Equipment. Submit to MOHS.
- Prepare Reimbursement paperwork if equipment received.
- Begin preparation of 2nd Quarter Report. (January 1-March). Due to MOHS April 15.
- Participate and attend any trainings, meetings, or conference calls with MOHS, as required and necessary.
- Assess and review program's threats, hazards, core capabilities and needs.

3rd QUARTER (APRIL, MAY & JUNE)

- Submit 2nd Quarter Report to MOHS. Due April 15th.
- Receive approved equipment or grant funded items.
- Prepare Equipment/Inventory Sheet for MOHS. Take pictures of all Equipment. Submit to MOHS.
- Prepare Reimbursement paperwork if equipment received.
- Begin preparation of 3rd Quarter Report. (April 1-June). Due to MOHS July 15th.
- Participate and attend any trainings, meetings, or conference calls with MOHS, as required and necessary.
- Assess and review program's threats, hazards, core capabilities and needs.

FY22 PROGRAM MILESTONE SCHEDULE

4th QUARTER (July, August & SEPTEMBER)

- Submit 3rd Quarter Report to MOHS. Due July 15th.
- Receive approved equipment or grant funded items.
- Prepare Equipment/Inventory Sheet for MOHS. Take pictures of all Equipment. Submit to MOHS.
- Prepare Reimbursement paperwork if equipment received.
- Begin preparation of 4th Quarter Report. (July 1-September 30). Due to MOHS October 15th.
- Participate and attend any trainings, meetings, or conference calls with MOHS, as required and necessary.
- Assess and review program's threats, hazards, core capabilities and needs.

CLOSEOUT (October 1-November 1)

- Submit 4th Quarter Report. (July 1-September 30). Due to MOHS October 15th.
- Prepare Closeout Documents and submit to MOHS. Due November 15th.
- Assess and review program's threats, hazards, core capabilities and needs.

FY22 Mississippi Office of Homeland Security-Cost Summary Support Sheet

1. Sub-Recipient Agency: Brandon Police Dept				
2. Sub-Recipient Grant Number: 20LE128R		3. Grant ID: FY20 HSGP	4. Beginning: May 1, 2023	5. Ending: August 30, 2023
6. Activity: Homeland Security Grant Program				
7. Category & Line Item	8. Description of item and/or Basis for Valuation	9. Budget Federal	All Other	Total
Personal Services-Salary			\$0.00	
Personal Services-Fringe			\$0.00	
Contractual Services			\$0.00	
Travel			\$0.00	
Equipment	(1) Fixed LRP @ \$60,000	\$60,000	\$0.00	
Commodities/Supplies	**EHP Required		\$0.00	
Other:			\$0.00	
TOTALS		\$60,000.00	\$0.00	\$0.00

MISSISSIPPI OFFICE HOMELAND SECURITY GRANT AGREEMENT OF UNDERSTANDING AND COMPLIANCES

This Grant Agreement (GA) is made and entered into by and between the State of Mississippi by and through the Mississippi Department of Public Safety and the Mississippi Office of Homeland Security, hereto referred to as State, and governmental unit or agency named in this Agreement, hereinafter referred to as Sub-Recipient.

Section 2002 of the Homeland Security Act of 2022 and the Department of Homeland Security Appropriation Act, 2021, as amended, provides federal funds to the State for approved homeland security projects for the purpose of enhancing, the ability of state, local, tribal, and territorial governments, as well as non-profits, to prevent, protect against, respond to, and recover from terrorist attacks, and

The State may make said funds available to state, local, tribal, and territorial governments, as well as non-profits entities upon application and approval from the State and Homeland Security, and

The Sub-Recipient must comply with all requirements listed herein, to be eligible for federal funds in approved homeland security projects, and

Now, therefore in consideration of mutual promises and other consideration, the parties agree as follows:

Federal Terms and Conditions:

Terms and conditions pertain not only to Recipients, but grant funded Sub-Recipients, as well. The following list of terms and conditions should be reviewed and followed. The FY2023 Department of Homeland Security Standard Terms and Conditions, can be found at: <https://www.dhs.gov/sites/default/files/2023-01/FY%202023%20DHS%20Terms%20and%20Conditions%20Version%202%20Dated%20November%2029%202022.pdf#:~:text=The%20Fiscal%20Year%20%28FY%29%202023%20DHS%20Standard%20Terms,right%20to%20seek%20judicial%20enforcement%20of%20these%20obligations>.

The Fiscal Year (FY) 2023 DHS Standard Terms and Conditions apply to all new federal financial assistance awards funded in FY 2023. These terms and conditions flow down to subrecipients unless an award term or condition specifically indicates otherwise. The United States has the right to seek judicial enforcement of these obligations.

All legislation and digital resources are referenced with no digital links. The FY 2023 DHS Standard Terms and Conditions will be housed on dhs.gov at www.dhs.gov/publication/fy15-dhs-standard-terms-and-conditions.

A. Assurances, Administrative Requirements, Cost Principles, Representations and Certifications

I. DHS financial assistance recipients must complete either the Office of Management and Budget (OMB) Standard Form 424B Assurances – Non-Construction Programs, or OMB Standard Form 424D Assurances – Construction Programs, as applicable. Certain assurances in these documents may not be applicable to your program, and the DHS financial assistance office (DHS FAO) may require applicants to certify additional assurances. Applicants are required to fill out the assurances as instructed by the awarding agency.

II. DHS financial assistance recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at Title 2, Code of Federal Regulations (C.F.R.) Part 200 and adopted by DHS at 2 C.F.R. Part 3002.

III. By accepting this agreement, recipients, and their executives, as defined in 2 C.F.R. § 170.315, certify that their policies are in accordance with OMB's guidance located at 2 C.F.R. Part 200, all applicable federal laws, and relevant Executive guidance.

B. General Acknowledgements and Assurances

All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff.

I. Recipients must cooperate with any DHS compliance reviews or compliance investigations conducted by DHS.

II. Recipients must give DHS access to examine and copy records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities or personnel.

III. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.

IV. Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law, or detailed in program guidance.

V. Recipients (as defined in 2 C.F.R. Part 200 and including recipients acting as pass-through entities) of federal financial assistance from DHS or one of its awarding component agencies must complete the DHS Civil Rights Evaluation Tool within thirty (30) days of receipt of the Notice of Award for the first award under which this term applies. Recipients of multiple awards of DHS financial assistance should only submit one completed tool for their organization, not per award. After the initial submission, recipients are required to complete the tool once every two (2) years if they have an active award, not every time an award is made. Recipients should submit the completed tool, including supporting materials, to CivilRightsEvaluation@hq.dhs.gov. This tool clarifies the civil rights obligations and related reporting requirements contained in the DHS Standard Terms and Conditions. Subrecipients are not required to complete and submit this tool to DHS. The evaluation tool can be found at <https://www.dhs.gov/publication/dhs-civil-rights-evaluation-tool>.

The DHS Office for Civil Rights and Civil Liberties will consider, in its discretion, granting an extension if the recipient identifies steps and a timeline for completing the tool. Recipients should request extensions by emailing the request to CivilRightsEvaluation@hq.dhs.gov prior to expiration of the 30-day deadline.

C. Standard Terms & Conditions

I. Acknowledgement of Federal Funding from DHS

Recipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposal, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.

II. Activities Conducted Abroad

Recipients must ensure that project activities performed outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

III. Age Discrimination Act of 1975

Recipients must comply with the requirements of the Age Discrimination Act of 1975, Public Law 94-135 (1975) (codified as amended at Title 42, U.S. Code, § 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.

IV. Americans with Disabilities Act of 1990

Recipients must comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, Pub. L. 101-336 (1990) (codified as amended at 42 U.S.C. §§ 12101– 12213), which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.

V. Best Practices for Collection and Use of Personally Identifiable Information

Recipients who collect personally identifiable information (PII) are required to have a publicly available privacy policy that describes standards on the usage and maintenance of the PII they collect. DHS defines PII as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Recipients may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy Template as useful resources respectively.

VI. Civil Rights Act of 1964 – Title VI

Recipients must comply with the requirements of Title VI of the Civil Rights Act of 1964 (codified as amended at 42 U.S.C. § 2000d et seq.), which provides that no person in United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. DHS implementing regulations for the Act are found at 6 C.F.R. Part 21 and 44 C.F.R. Part 7.

VII. Civil Rights Act of 1968

Recipients must comply with Title VIII of the Civil Rights Act of 1968, Pub. L. 90-284, as amended through Pub. L. 113-4, which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (see 42 U.S.C. § 3601 et seq.), as implemented by the U.S. Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units— i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features. (See 24 C.F.R. Part 100, Subpart D.)

VIII. Copyright

Recipients must affix the applicable copyright notices of 17 U.S.C. §§ 401 or 402 and an acknowledgement of U.S. Government sponsorship (including the award number) to any work first produced under federal financial assistance awards.

IX. Debarment and Suspension

Recipients are subject to the non-procurement debarment and suspension regulations implementing Executive Orders (E.O.) 12549 and 12689, which are at 2 C.F.R. Part 180 as adopted by DHS at 2 C.F.R. Part 3002. These regulations restrict federal financial assistance awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.

X. Drug-Free Workplace Regulation

Recipients must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of 2 C.F.R. Part 3001, which adopts the Government-wide implementation (2 C.F.R. Part 182) of Sec. 5152-5158 of the Drug-Free Workplace Act of 1988 (41 U.S.C. §§ 8101-8106).

XI. Duplication of Benefits

Any cost allocable to a particular federal financial assistance award provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other federal financial assistance awards to overcome fund deficiencies; to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions; or for other reasons. However, these prohibitions would not preclude recipients from shifting costs that are allowable under two or more awards in accordance with existing federal statutes, regulations, or the federal financial assistance award terms and conditions may not be charged to other federal financial assistance awards to overcome fund deficiencies; to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions; or for other reasons.

XII. Education Amendments of 1972 (Equal Opportunity in Education Act) – Title IX

Recipients must comply with the requirements of Title IX of the Education Amendments of 1972, Pub. L. 92-318 (1972) (codified as amended at 20 U.S.C. § 1681 et seq.), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. DHS implementing regulations are codified at 6 C.F.R. Part 17 and 44 C.F.R. Part 19.

XIII. Energy Policy and Conservation Act

Recipients must comply with the requirements of the Energy Policy and Conservation Act, Pub. L. 94-163 (1975) (codified as amended at 42 U.S.C. § 6201 et seq.), which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

XIV. Ensuring the Future is Made in All of America by All of America's Workers

Recipients must comply with the “Build America, Buy America” provisions of the Infrastructure Investment and Jobs Act and E.O. 14005 which provide that, as appropriate and to the extent consistent with law, the recipient must use all practicable means within their authority under a federal award to provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products.)

XV. False Claims Act and Program Fraud Civil Remedies

Recipients must comply with the requirements of the False Claims Act, 31 U.S.C. §§3729- 3733, which prohibit the submission of false or fraudulent claims for payment to the Federal Government. (See 31 U.S.C. §§ 3801-3812, which details the administrative remedies for false claims and statements made.)

XVI. Federal Debt Status

All recipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. (See OMB Circular A-129.)

XVII. Federal Leadership on Reducing Text Messaging while Driving

Recipients are encouraged to adopt and enforce policies that ban text messaging while driving as described in E.O. 13513, including conducting initiatives described in Section 3(a) of the Order when on official government business or when performing any work for or on behalf of the Federal Government.

XVIII. Fly America Act of 1974

Recipients must comply with Preference for U.S. Flag Air Carriers (air carriers holding certificates under 49 U.S.C.) for international air transportation of people and property to the extent that such service is available, in

accordance with the International Air Transportation Fair Competitive Practices Act of 1974, 49 U.S.C. § 40118, and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.

XIX. Hotel and Motel Fire Safety Act of 1990

Recipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds complies with the fire prevention and control guidelines of Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. § 2225a

XX. John S. McCain National Defense Authorization Act of Fiscal Year 2019

Recipients, subrecipients, and their contractors and subcontractors are subject to the prohibitions described in section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232 (2018) and 2 C.F.R. §§ 200.216, 200.327, 200.471, and Appendix II to 2 C.F.R. Part 200. Beginning August 13, 2020, the statute – as it applies to DHS recipients, subrecipients, and their contractors and subcontractors – prohibits obligating or expending federal award funds on certain telecommunications and video surveillance products and contracting with certain entities for national security reasons.

XXI. Limited English Proficiency (Civil Rights Act of 1964, Title VI)

Recipients must comply with Title VI of the Civil Rights Act of 1964, (42 U.S.C. § 2000d et seq.) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance: <https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited> and additional resources on <http://www.lep.gov>.

XXII. Lobbying Prohibitions

Recipients must comply with 31 U.S.C. § 1352, which provides that none of the funds provided under a federal financial assistance award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal action related to a federal award or contract, including any extension, continuation, renewal, amendment, or modification.

XXIII. National Environmental Policy Act

Recipients must comply with the requirements of the National Environmental Policy Act of 1969, (NEPA) Pub. L. 91-190 (1970) (codified as amended at 42 U.S.C. § 4321 et seq. and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which require recipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.

XXIV. Nondiscrimination in Matters Pertaining to Faith-Based Organizations

It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. Recipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statutes, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.

XXV. Non-Supplanting Requirement

Recipients receiving federal financial assistance awards made under programs that prohibit supplanting by law must ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources.

XXVI. Notice of Funding Opportunity Requirements

All the instructions, guidance, limitations, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this program are incorporated here by reference in the award terms and conditions. All recipients must comply with any such requirements set forth in the program NOFO.

XXVII. Patents and Intellectual Property Rights

Recipients are subject to the Bayh-Dole Act, 35 U.S.C. § 200 et seq, unless otherwise provided by law. Recipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from federal financial assistance awards located at 37 C.F.R. Part 401 and the standard patent rights clause located at 37 C.F.R. § 401.14.

XXVIII. Procurement of Recovered Materials

States, political subdivisions of states, and their contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. 89-272 (1965), (codified as amended by the Resource Conservation and Recovery Act, 42 U.S.C. § 6962.) The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

XXIX. Rehabilitation Act of 1973

Recipients must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, Pub. L. 93-112 (1973), (codified as amended at 29 U.S.C. § 794,) which provides that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

XXX. Reporting of Matters Related to Recipient Integrity and Performance

General Reporting Requirements: If the total value of any currently active grants, cooperative agreements, and procurement contracts from all federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this federal award, then the recipients must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated here by reference in the award terms and conditions.

XXXI. Reporting Subawards and Executive Compensation Reporting of first tier subawards.

Recipients are required to comply with the requirements set forth in the government-wide award term on Reporting Subawards and Executive Compensation located at 2 C.F.R. Part FY 170, Appendix A, the full text of which is incorporated here by reference in the award terms and conditions.

XXXII. Required Use of American Iron, Steel, Manufactured Products, and Construction Materials.

Recipients must comply with the “Build America, Buy America” provisions of the Infrastructure Investment and Jobs Act and E.O. 14005. Recipients of an award of Federal financial assistance from a program for infrastructure

are hereby notified that none of the funds provided under this award may be used for a project for infrastructure unless:

(1) all iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;

(2) all manufactured products used in the project are produced in the United States—this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and

(3) all construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

Waivers

When necessary, recipients may apply for, and the agency may grant, a waiver from these requirements. Information on the process for requesting a waiver from these requirements is on the website below.

(a) When the Federal agency has made a determination that one of the following exceptions applies, the awarding official may waive the application of the domestic content procurement preference in any case in which the agency determines that:

(1) applying the domestic content procurement preference would be inconsistent with the public interest;

(2) the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or

(3) the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent.

A request to waive the application of the domestic content procurement preference must be in writing. The agency will provide instructions on the format, contents, and supporting materials required for any waiver request. Waiver requests are subject to public comment periods of no less than 15 days and must be reviewed by the Made in America Office.

There may be instances where an award qualifies, in whole or in part, for an existing waiver described at "Buy America" Preference in FEMA Financial Assistance Programs for Infrastructure | FEMA.gov.

The awarding Component may provide specific instructions to Recipients of awards from infrastructure programs that are subject to the "Build America, Buy America" provisions. Recipients should refer to the Notice of Funding Opportunity for further information on the Buy America preference and waiver process.

XXXIII. SAFECOM

Recipients receiving federal financial assistance awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

XXXIV. Terrorist Financing

Recipients must comply with E.O. 13224 and U.S. laws that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Recipients are legally responsible to ensure compliance with the Order and laws.

XXXV. Trafficking Victims Protection Act of 2000 (TVPA)

Trafficking in Persons. Recipients must comply with the requirements of the government-wide financial assistance award term which implements Section 106 (g) of the Trafficking Victims Protection Act of 2000 (TVPA), codified as amended at 22 U.S.C. § 7104. The award term is located at 2 C.F.R. § 175.15, the full text of which is incorporated here by reference.

XXXVI. Universal Identifier and System of Award Management Requirements for System for Award Management and Unique Entity Identifier

Recipients are required to comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A, the full text of which is incorporated here by reference.

XXXVII. USA PATRIOT Act of 2001

Recipients must comply with requirements of Section 817 of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (USA PATRIOT Act), which amends 18 U.S.C. §§ 175–175c.

XXXVIII. Use of DHS Seal, Logo and Flags

Recipients must obtain permission from their DHS FAO prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

XXXIX. Whistleblower Protection Act

Recipients must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C. § 2409, 41 U.S.C. § 4712, and 10 U.S.C. § 2324, 41 U.S.C. §§ 4304 and 4310.

Certifications Regarding Lobbying; Debarment, Suspension, and other Responsibility Matters; Drug-Free Workplace Requirements; Procurement; Organizational and Financial Requirement; following Sub-Recipient Procedures: Disclosures: Disclosure of Information and Conflict of Interest

Sub-Recipients should refer to the regulations cited below to determine the certification to which they are required to attest. Sub-Recipients should also review the instructions for certification included in the regulations before completing this form. Signature of this agreement provides for compliance with certification requirements under 10 CFR Part 601 "New Restrictions on Lobbying," and 10 CFR Part 1036 "Government wide Debarment and

Suspension (Nonprocurement) and Government wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon which reliance will be placed when the State determines to award the covered transaction, grant, or other agreement.

1. Lobbying

As required by section 1352, Title 31 of the U.S. Code, and implemented at 44 CFR Part 18, for persons entering into a grant or cooperating agreement over \$ 100,000, as defined at 44 CFR Part 18, the applicant certifies that:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement.

(b) If any other funds than Federal appropriated funds have been paid or will be paid to any other person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or an employee of Congress, or employee of a member of Congress in connection with this Federal Grant or cooperative agreement, the undersigned shall complete and submit Stand Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions

(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all subrecipients shall certify and disclose accordingly.

2. Debarment, Suspension, and Other Responsibility Matters

1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency.

(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

3. Applicable CFR's and Federal Executive Orders 12549 and 12689 prohibit non-federal entities from contracting with or making sub-awards under covered transactions to parties that are suspended or debarred

or whose principals are suspended or debarred. Covered transactions include procurement contracts for goods or services equal to or in excess of \$25,000 and non-procurement transactions such as grants or cooperative agreements. By signing this Agreement, the Subgrantee agrees it will verify the status of potential vendors prior to any federal funds being obligated to prevent any debarred or suspended agencies or vendors from receiving federal funds. The Subrecipient can confirm the status of potential vendors by conducting a search on the System for Award Management (SAM) website (<https://www.sam.gov/portal/public/SAM/>). At this time, DPS does not require Subrecipients to submit proof of verification with any reimbursement request; however, the Subrecipient must maintain this information, in the form of a screen print, with other grant documentation. This documentation shall be available for review per Attachment C.

3. Drug-Free Workplace

This certification is required by the Drug-Free Workplace Act of 1988 (Pub.L. 100-690, Title V, Subtitle D) and is implemented through additions to the Debarment and Suspension regulations, published in the Federal Register on January 31, 1989, and May 25, 1990.

The Subrecipient will or will continue to provide a drug-free workplace by:

1. Maintaining a Zero Tolerance Drug Policy.
2. Posting in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Subrecipient's workplace and specifying the actions that will be taken against employees for violations of such prohibition.
3. Stating in all solicitations or advertisements for employees or subcontractors placed by or on behalf of the Subrecipient that the Subrecipient maintains a drug-free workplace.
4. Establishing an ongoing drug-free awareness program to inform employees about:
 - (a) The dangers of drug abuse in the workplace.
 - (b) The Subrecipient's policy of maintaining a drug-free workplace.
 - (c) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (d) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
 - (e) Including the provisions of the foregoing clauses in all third-party contracts, subcontracts, and purchase orders that exceed ten thousand dollars (\$10,000.00), so that the provisions will be binding upon each subcontractor or vendor.

4. Procurement:

The Subrecipient agrees to abide by their respective procurement rules, policies, and/or procedures as outlined in 2 CFR §§ 200.317 to 200.326.

1. Subrecipient must comply with proper competitive bidding procedures as required by the applicable federal and state rules.
2. The subrecipient entity must maintain written standards of conduct covering conflict of interest and governing the actions of its employees and engaged in selection, award, and administration of contracts.
3. The subrecipient must take all necessary affirmative steps to assure that minority business, women's business enterprises, and labor surplus area firms be used when possible. Please see 2 CFR § 200.321 for the affirmative steps that must be taken.

5. Organizational and Financial Requirement

1. All Subrecipients are required to establish and maintain accounting systems and financial records to accurately account for funds awarded to them. Determining allowability of costs claimed will be consistent with the requirements of the grant award and its applicable regulations.
 - a. Subrecipients have the responsibility to employ the organizational and management techniques necessary to assure proper administration and cost allocation, including accounting, budgeting, reporting, auditing, and other review controls.
 - b. All Subrecipients will accept responsibility for expending and accounting for funds in a manner consistent with an approved project, plan and or program as evidenced by their acceptance of an Agreement award by the Department of Public Safety; Policies, procedures, reporting requirements or other special conditions established by the appropriate Federal agency, if applicable, and the Department of Public Safety.
2. Subrecipients must have an adequate system of internal controls which:
 - a. Presents, classifies, and retains all detailed financial records related to the Agreement award. Financial records must be retained by the Subrecipient and be available for review for a period of three (3) years after the expiration of the grant period except those records must be retained until completion or resolution of all issues arising from audit, litigation or claims started before the expiration of the three-year period, whichever is later.
 - b. Provides reasonable assurance that Federal awards are managed in compliance with Federal statutes, regulations, and the terms and 42 CFR § 200.318(c)(1) conditions. These internal controls should be in compliance with the guidance in "Standards for Internal Control in the Federal Government" issued by the Comptroller General of the United States and the "Internal Control Integrated Framework," issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO).
 - c. Provides information for planning, control, and evaluation of direct and indirect costs.
 - d. Provides cost and property control to ensure optimal use of the grant funds; Controls funds and other resources to ensure that the expenditure of grant funds and use of any property acquired under the grant are in conformance with established guidelines and policies.
3. Notification of Organizational Changes Required:
 - a. The recipient shall provide DPS written notification within 30 days should any of the following events occur:
 - i. having new or substantially changed systems
 - ii. having new compliance personnel
 - iii. loss of license or accreditation to operate program
 - iv. organizational restructuring

6. Following Subrecipient Procedures:

The undersigned certifies that the Subrecipient organization has in place standard policies and procedures that govern the Subrecipient's payroll, purchasing, contracting and inventory control in accordance with 2 CFR 225, Appendix A, Section C 1.e or 2 CFR 200.302. The undersigned further certifies that the Subrecipient organization will use those policies and procedures for any approved expenditure under this Agreement and for any equipment purchased with Agreement funds. The undersigned also agrees to make the policies and procedures available for examination by any authorized representatives of the State or

Federal Government. This does not relieve the Subrecipient from requirements of federal financial management, requirements in:

- (a) 2 CFR 200 § 302 Financial Management

7. Disclosure of Information:

Any confidential or personally identifiable information (PII) acquired by subrecipient during the course of the subgrant shall not be disclosed by subrecipient to any person, firm, corporation, association, or other entity for any reason or purpose whatsoever without the prior written consent of the Department of Public Safety either during the term of the Agreement or in the event of termination of the Agreement for any reason whatsoever. Subrecipient agrees to abide by applicable federal regulations regarding confidential information and research standards, as appropriate, for federally supported projects.

8. Conflict of Interest

Subgrantee/Contractor covenants that, to the best of its knowledge, no person under its employ, including subcontractors, who presently exercises any functions or responsibilities in connection with Board, Department, or projects or programs funded by Board or Department, has any personal financial interest, direct or indirect, in this Subgrant Agreement /Contract.

1. Subgrantee/Contractor further covenants that in the performance of Subgrant Agreement/Contract, no person having such conflicting interest shall knowingly be employed by Subgrantee/Contractor.

2. Any such interest, on the part of Subgrantee /Contractor or its employees, when known, must be disclosed in writing to Department.

9. Prohibition on certain telecommunications and video surveillance services or equipment

(a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

(1) Procure or obtain.

(2) Extend or renew a contract to procure or obtain; or

(3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

(b) In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

(c) See Public Law 115-232, section 889 for additional information. (d) See also §200.471.

MOHS Terms and Conditions:

1. Sub-Recipient must comply with the rules and regulations of 2 CFR 200.
2. Sub-Recipients are required to modify their existing incident management and emergency operations plans in accordance with the National Response Plan's coordinating structures, processes, and protocols.
3. All Sub-Recipients must fully engage citizens by expanding plans and task force memberships to address citizen participation; awareness and outreach to inform and engage the public; include citizens in training and exercise; and develop or expand programs that integrate citizen/volunteer support for the emergency responder disciplines.
4. Internet service fees, radio service fees, cellular phone fees, satellite phone fees, etc. paid for with grant funds are for twelve (12) months during the year of equipment purchase only.
5. Position descriptions for each person to be paid with grant funds and organizational chart identifying grant funded position(s).
6. A physical inventory of property and equipment must be completed, and the results reconciled with the MOHS property control, at least once every two years.
7. The MOHS requires that property and equipment acquired with grant funds be tagged and tracked using an inventory system.
8. The FCC has chosen the Project 25 suite of standards for voice and low-moderate speed data interoperability. To improve interoperability, all radios purchased under this grant should be APCO 25 compliant.
9. The designated representative certifies that he/she has legal authority to receive assistance.
10. All Sub-Recipients shall provide all necessary financial and managerial resources to meet the terms and conditions of receiving Federal and State assistance.
11. All Sub-Recipients shall use awarded funds solely for the purpose for which these funds are provided and as approved by the DPS Authorized Representative.
12. The Sub-Recipient is aware of and shall comply with cost-sharing requirements, if applicable.
13. The Sub-Recipient shall establish and maintain a proper accounting system to record expenditures of awarded funds in accordance with generally accepted accounting standards and OMB Circulars 2 CFR 200 as

applicable and/or as directed by the DPS Authorized Representative.

14. The Sub-Recipient shall comply with the Single Audit Act of 1996 and 2 CFR 200.501. Copies of audit reports when issued and provide audit findings to the MOHS, if applicable.
15. The Sub-Recipient shall give State and Federal agencies designated by the DPS Authorized Representative access to and the right to examine all records and documents related to use of award funds.
16. The Sub-Recipient shall return to the State, within thirty (30) days of such request by the DPS Authorized Representative, any advance funds which are not supported by audit or other Federal or State review of documentation by the Applicant.
17. The Sub-Recipient shall comply with all applicable provisions of Federal and State laws and regulations regarding procurement of goods and services.
18. The Sub-Recipient shall comply with regulations implementing the Drug-Free Workplace Act of 1988, 41 U.S.C Code §8103.
19. The Sub-Recipient shall comply with all Federal and State statutes and regulations relating to non-discrimination.
20. The Sub-Recipient shall comply with provisions of the Hatch Act limiting political activities of public employees and 44CFR Part 18, New Restrictions on Lobbying.
21. The Sub-Recipient shall comply, as applicable, with provisions of the Davis-Bacon Act relating to labor standards.
22. The Sub-Recipient shall not enter any contracts or purchase merchandise from any party or vendor which is disbarred or suspended from participating in Federal assistance programs.
23. The period of performance for this Grant Agreement shall begin on the date of acceptance of the Subrecipient Award execution and shall continue through the period of Subrecipient unless terminated by the Department of Public Safety. Future Subrecipient for supporting the requirements of the jurisdiction may be awarded under the terms of this agreement through additional sub grants so long as all signatory officials remain unchanged.
24. The Quarterly Reimbursement Claim and Progress Report: Request for reimbursement is due within 30 days after each reporting quarter:

Grant Period	Quarter	Date Report is Due
October 1-December 31	1 st Quarter	January 15
January 1-March 31	2 nd Quarter	April 15
April 1-June 30	3 rd Quarter	July 15
July 1-September 30	4 th Quarter	October 15
Closeout	Closeout	November 15

25. The local Sub-Recipient shall develop and improve their capability to combat the effects of a terrorism event. This is accomplished through the purchase of specialized equipment as identified in the published Authorized Equipment List or support of planning, exercises or training activities associated with the prevention, response, or recovery from terrorism incidents.

26. The Authorized Signatory Official is responsible for committing to the terms of this GA, budgeting local funds to purchase equipment or support jurisdictional exercise, training, and planning efforts for executing this GA on behalf of the Sub-Recipient's jurisdiction.
27. The Sub-Recipient shall designate a Sub-Recipient public official as the Sub-Recipient Grant Administrator (SGA) for developing and attaching the GA scope of work to Appendices A & B, obtaining project approval from respective officials, reporting, submitting applications to Recipient, equipment distribution, training, and obtaining and submitting supporting documentation and requests for reimbursement on behalf of the Sub-Recipient to *Recipient* for repayment. The SGA shall be responsible for reporting to the Mississippi Office of Homeland Security (MOHS) via the Biannual Strategy Implementation Report (BSIR).

Funding Considerations:

28. It is mutually agreed that upon written application by Sub-Recipient and approval by State and FEMA (if applicable), State will obligate Federal funds to Sub-Recipient account for reimbursement of eligible expenditures as set forth in the application.
29. Grant funds expended prior to the date of the award letter are not authorized to be reimbursed.
30. Each quarter the SGA will prepare and submit a Quarterly Request for Reimbursement to the MOHS. This request shall contain all appropriate supporting documentation to substantiate expenses made in accordance with all applicable requirements. The MOHS will review the reimbursement package for completeness and process for payment through the Mississippi accounting system, MAGIC.
31. The Recipient will not be liable under this Agreement for any amount greater than the award allocated by the FEMA and the Office for Domestic Preparedness to the State for the grant performance period.
32. No cost or obligation shall be incurred by the Recipient under this GA unless and until the Recipient advises the Sub-Recipient in writing that the Application and Award has been approved and funds are available.
33. Reimbursement is contingent upon the funds being expended in accordance with all applicable local and state regulations, as well as Federal regulations, policies, guidelines, and submission for reimbursement made in accordance with the SAA's grant policies and procedures manual.
34. Sub-Recipient's requests for advance of funds to support purchases of equipment or other expenditures must be requested in writing to the MOHS explaining the justification for the request. Reasons, i.e., shortage of local funds or items not contained in current annual jurisdictional budget must be accompanied by purchase orders.
35. Sub-Recipient's Quarterly Request for Reimbursement and other required financial reports will be submitted to the Recipient with a copy of all receipt(s) or invoices showing that authorized equipment or other expenditures such as personnel, supplies, etc. has been paid for in full by Sub-Recipient with supporting documentation.

Maintenance, Replacement costs and Use of Equipment, Sell & Disposal

36. It is mutually agreed and promised that the Sub-Recipient shall immediately notify the MOHS, if any equipment purchased under this project ceases to be used in the manner set forth by the project agreement. In such event, Sub-Recipient further agrees to transfer or otherwise dispose of such equipment, as directed by the MOHS.

37. It is mutually agreed and promised by the Sub-Recipient that no equipment will be conveyed, sold, salvaged, transferred, etc., without the express written approval of the MOHS.
38. It is mutually agreed and promised that the Sub-Recipient shall maintain, or cause to be maintained for its useful life, any equipment purchased under this project.
39. Each Sub-Recipient of federal grant funds must have a financial management system that complies with the minimum requirements of 2 CFR Part 200 (Super Circular).
40. All equipment awarded in this grant agreement **must be ordered** within ninety (90) days after project implementation. If unforeseen circumstances arise which prohibit this being accomplished, the MOHS must be notified as to the reason for the delay and projected purchase date of the equipment.
41. Property records must be maintained that include a description of the property, a serial number or other identification number, the source of the property, who holds the title, the acquisition date, cost of the property, percentage of Federal participation in the cost of the property, the location use and condition of the property and any ultimate disposition data including the data of disposal and sale price of the property.
42. A physical inventory of the property must be taken, and the results reconciled with the property records at least once every two (2) years for the useful life of the property.
43. A control system must be developed to ensure adequate safeguards to prevent loss, damage, or theft of the property. Any loss, damage or theft shall be investigated.
44. Adequate maintenance procedures must be developed to keep the property in good and working condition.
45. If the Sub-Recipient is authorized or required to sell the property, proper sales procedures must be established to ensure the highest possible return. Sale of items must be approved by the MOHS.
46. Costs for equipment items are allowable only as part of a comprehensive program effort.
47. Equipment purchased under the terms of this GA will be stored, maintained, and used in accordance with the purpose and objectives of this Grant Agreement. The equipment may be used for terrorism training and exercise purposes and in response to an actual terrorism event. If the equipment is used in response to a non-terrorist related event, then any maintenance or replacement costs will be the sole responsibility of the Sub-Recipients.
48. Instructions on how to sell and/or dispose of equipment, please visit our website at www.homelandsecurity.ms.gov. (Click on the tab Grants /Grant Forms).

Non-performance of Grant Activities

49. Failure by the Sub-Recipient to comply with the terms of this Grant Agreement may result in suspension from the program and loss of any outstanding grant fund allocation balance, as determined by the Recipient.
50. Failure to expend all grant funds awarded (by date stated on Awards Letter) and to comply with Recipient request and guidelines will result in the reallocation of unspent grant funds and the immediate redistribution of all equipment purchased with grant funds.

51. In addition, the failure to maintain adequate response capability (as determined by the MOHS) will also result in the reallocation of grant funds and the immediate redistribution of all equipment purchased with grant funds.

Administrative Provisions

52. The *Recipient* and *Sub-Recipient* agree to carry out the administrative and financial requirements of this Agreement in accordance with the policies and procedures established by FEMA and set forth in other applicable state and federal guides. The Biannual Strategy Implementation Report (BSIR) will update information on obligations, expenditures, and progress made on activities and will include an update of all information submitted in that report.

Audit Requirements

53. Law enforcement, state, local, non-profit agencies funded with Federal funds administered by the MOHS for the purpose of grant activity must comply with the following (2 CFR§200.501):

- (a) *Audit required.* A non-Federal entity that expends \$750,000 or more during the non-Federal entity's fiscal year in Federal awards must have a single or program-specific audit conducted for that year in accordance with the provisions of this part.
- (b) *Single audit.* A non-Federal entity that expends \$750,000 or more during the non-Federal entity's fiscal year in Federal awards must have a single audit conducted in accordance with §200.514 Scope of audit except when it elects to have a program-specific audit conducted in accordance with paragraph (c) of this section.
- (c) *Program-specific audit election.* When an auditee expends Federal awards under only one Federal program (excluding R&D) and the Federal program's statutes, regulations, or the terms and conditions of the Federal award do not require a financial statement audit of the auditee, the auditee may elect to have a program-specific audit conducted in accordance with §200.507 Program-specific audits. A program-specific audit may not be elected for R&D unless all the Federal awards expended were received from the same Federal agency, or the same Federal agency and the same pass-through entity, and that Federal agency, or pass-through entity in the case of a sub recipient, approves in advance a program-specific audit.
- (d) *Exemption when Federal awards expended are less than \$750,000.* A non-Federal entity that expends less than \$750,000 during the non-Federal entity's fiscal year in Federal awards is exempt from Federal audit requirements for that year, except as noted in §200.503 Relation to other audit requirements, but records must be available for review or audit by appropriate officials of the Federal agency, pass-through entity, and Government Accountability Office (GAO).
- (e) *Federally Funded Research and Development Centers (FFRDC).* Management of an auditee that owns or operates a FFRDC may elect to treat the FFRDC as a separate entity for purposes of this part.
- (f) *Sub-Recipients and Contractors.* An auditee may simultaneously be a recipient, a sub recipient, and a contractor. Federal awards expended as a recipient, or a sub recipient are subject to audit under this part. The payments received for goods or services provided as a contractor are not Federal awards. Section §200.330 Sub recipient and contractor determinations sets forth the considerations in determining whether payments constitute a Federal award or a payment for goods or services provided as a contractor.
- (g) *Compliance responsibility for contractors.* In most cases, the auditee's compliance responsibility for contractors is only to ensure that the procurement, receipt, and payment for goods and services comply with Federal statutes, regulations, and the terms and conditions of Federal awards. Federal award compliance requirements normally do not pass through to contractors. However, the auditee is responsible for ensuring

compliance for procurement transactions which are structured such that the contractor is responsible for program compliance or the contractor's records must be reviewed to determine program compliance. Also, when these procurement transactions relate to a major program, the scope of the audit must include determining whether these transactions follow Federal statutes, regulations, and the terms and conditions of Federal awards.

- (h) *For-profit sub recipient.* Since this part does not apply to for-profit sub recipients, the pass-through entity is responsible for establishing requirements, as necessary, to ensure compliance by for-profit sub recipients. The agreement with the for-profit sub recipient must describe applicable compliance requirements and the for-profit sub recipient's compliance responsibility. Methods to ensure compliance for Federal awards made to for-profit sub recipients may include pre-award audits, monitoring during the agreement, and post-award audits. See also §200.331 Requirements for pass-through entities.

Monitoring

54. Pursuant to Federal guidelines (2 CFR§200.328-329), the State has developed a plan for evaluating all projects. Each Sub-Recipient may be required, to have at least one (1) on-site monitoring visits during the grant year. All written documents will be reviewed to determine progress, problems, and reimbursements of the project. The State evaluates all sub recipient's risk of noncompliance with Federal statutes, regulations and the terms and conditions of the sub-award for the purposes of determining the appropriate level of sub-recipient monitoring.
55. Management will evaluate audit findings, questioned costs and corrective action plans. The issuance of a written decision will be issued to the Sub-Recipient, which will entail whether or not the audit finding is sustained; the reasons for the decision; the expected action of the Sub-Recipient to repay any disallowed costs, make financial adjustments or take other actions; the reference number(s) the auditor assigned to each audit finding; and a description of any appeal process available to the Sub-Recipient regarding the management decision, as required by 2 CFR 200.521. If the Sub-Recipient has not completed corrective action, a timetable follow-up will be given.
56. The MOHS will contact Sub-Recipient(s) for additional information as needed and determines course of action for federal program audit findings, financial statement audit findings, negative disclosures (such as financial capacity concerns) and schedule of expenditures of federal awards deficiencies. Depending on the issue or combination of issues, procedures may be modified to ensure efficient and effective resolution. Updates the status of each audit review until all follow-up actions are completed and the file is closed.

Intelligence Sharing:

57. Sub-Recipient will provide available intelligence to the Mississippi Office of Homeland Security and the Mississippi Analysis and Information Center (FUSION). Intelligence should be shared between local, state, tribal, territorial, and federal agencies with the focus on homeland security matters.

Other Provisions

58. This agreement is not intended to conflict with current laws or regulations of Mississippi or your jurisdiction. If a term of this agreement is inconsistent with such authority, then that term shall be invalid, but the remaining terms and conditions of this agreement shall remain in full force and effect.
59. Sub-Recipient is required to ensure that grant monies are used to support all Emergency Service-related agencies and departments, specifically law enforcement, fire, and rescue. Senior officials of these agencies must sign this agreement and familiarize themselves with the rules and regulations governing each grant program. They are encouraged to work together in determining and prioritizing their needs and requirements prior to submitting their plan.

60. All final requests for reimbursement, performance reports and closeout documents must be received in the Mississippi Office of Homeland Security within forty-five (45) days of completion of the project.
61. Any Sub-Recipient delinquent in submitting reimbursements, quarterly/progress reports, and/or final accomplishment reports, or incomplete progress reports that lack sufficient detail of progress during the period in question, may be subject to having submitted reimbursement requests delayed, pending additional justification. Once completed reports are received, reimbursement requests will be processed.
62. All Sub-Recipients (and or jurisdictions) must also maintain membership in the Emergency Management Assistance Compact (EMAC) to facilitate the mutual aid of capabilities, to be eligible for Department of Homeland Security (DHS) grant funding and reimbursement of DHS grant funds.

ASSURANCE OF UNDERSTANDING REQUIREMENT FOR SUB-RECIPIENTS:

As the Authorized Official for, _____ (Sub-Recipient), I certify by my signature below, that I have fully read and am cognizant of our duties and responsibilities under this requirement. I acknowledge by my signature below, that I understand that the Grant Agreement is not effective until both parties (MOHS and Authorized Signatory Official) have signed, dated, and fully executed the Grant Agreement.

Therefore, the Agency, I represent promises and will comply with all Federal, State and Mississippi Office of Homeland Security Certifications and Assurances and their conditions.

SUB-RECIPIENT:

ATTESTS:

Authorized Signatory Official's Signature:
(Sub-Recipient)

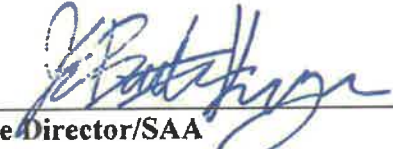
Date:

Authorized Signatory Official's Printed Name:

Organizational Title:

UEI Number: _____

APPROVED: STATE OF MISSISSIPPI/DEPARTMENT OF PUBLIC SAFETY/MISSISSIPPI OFFICE OF HOMELAND SECURITY

By:  _____
Executive Director/SAA
Mississippi Office of Homeland Security

Date: 5/8/23

Appendix Documents

Grant Agreement Certifications

Below please assign **three (3) separate persons** to hold the following responsibilities: Sub-Recipient Grant Administrator, Financial Officer, and the Grant Authorized Signatory Official. The Sub-Recipient Administrator will be responsible for the day-to-day activities, correspondence, and management of the grant program. The Financial Officer is responsible for the payment, purchasing and gathering of all financial information and back up documentation. The Grant Authorized Signatory Official is the overall head of the agency that hold the full responsibility of the program to remain in state and federal compliances.

Staff that may be grant funded cannot be an authorized official on the grant without the written approval of the Executive Director.

Agency Name: _____ **Grant Number:** _____

Agency Address: _____

Agency Phone Number: _____ **Agency Fax Number:** _____

Sub-Recipient Grant Administrator Certification

I certify that I understand and agree to comply with the general and fiscal provisions of this grant agreement including all terms and conditions; to comply with provisions of the regulations governing these funds and all other federal and state laws; that all information presented is correct; that there has been appropriate coordination with the awarded agency. I am duly authorized by the Sub-Recipient to perform the tasks of the Sub-Recipient Grant Administrator (SGA), as they relate to the requirements of this Grant Agreement; costs incurred prior to Grantee approval may result in the expenditures being absorbed by the Sub-Recipient; and, that the receipt of these grant funds through the Grantee will not supplant state or local funds.

Name: _____ **Title:** _____
(Designated Sub-Recipient Grant Administrator)

Phone Number: _____

Email Address: _____

Signature of Sub-Recipient Grant Administrator: _____

Financial Officer Certification

I certify that I understand and agree to comply with the general and fiscal provisions of this grant agreement including all terms and conditions; to comply with provisions of the regulations governing these funds and all other federal and state laws; that all information presented is correct; that there has been appropriate coordination with the awarded agency. I am duly authorized by the Sub-Recipient to perform the tasks of the Financial Officer, as they relate to the requirements of this Grant Agreement; costs incurred prior to Grantee approval may result in the expenditures being absorbed by the Sub-Recipient; and, that the receipt of these grant funds through the Grantee will not supplant state or local funds.

Name: _____ Title: _____
(Sub-Recipient Financial Officer)

Phone Number: _____

Email Address: _____

Signature of Sub-Recipient Financial Officer: _____

Authorized Signatory Official Certification

I certify that I understand and agree to comply with the general and fiscal provisions of this grant agreement including all terms and conditions; to comply with provisions of the regulations governing these funds and all other federal and state laws; that all information presented is correct; that there has been appropriate coordination with the awarded agency. I am duly authorized by the Sub-Recipient to perform the tasks of the Grant Authorized Signatory Official, as they relate to the requirements of this Grant Agreement; costs incurred prior to Grantee approval may result in the expenditures being absorbed by the Sub-Recipient; and, that the receipt of these grant funds through the Grantee will not supplant state or local funds.

Name: _____ Title: _____
(Grant Authorized Signatory Official)

Phone Number: _____

Email Address: _____

Signature of Authorized Signatory Official: _____

Designation of Sub-Recipient Grant Administrator (SGA)

Pursuant to the Mississippi Office of Homeland's requirements that the signatory official is the only person authorized to sign official documentation in relation to the sub-grant, such as financial reimbursement, performance reports, etc. The (agency/department name) _____ has authorized and approved (print designated sub-recipient grant administrator official name) _____ to sign any/all forms related to this Grant Agreement.

Upon approval of this request said person will then be **Responsible/Liable**, as the signatory official, for claims and reporting submitted by them to this agency. The approval of this request will allow this person to complete required documentation in the absence and/or on behalf of the signatory official.

The following person is officially appointed to represent your jurisdiction as the Sub-Recipient Grant Administrator (SGA) and is hereby duly authorized to fulfill the terms of this Grant Agreement during the performance period on behalf of the Sub-Recipient.

Sub-Recipient Grant Administrator (SGA)

Name: _____ **Title:** _____
(Designated Sub-Recipient Grant Administrator)

Agency Name: _____

Mailing Address: _____

City: _____ **Zip Code:** _____

Telephone Number: _____ **Fax Number:** _____

Email Address: _____

Signature of Sub-Recipient Grant Administrator: _____

Grant Authorized Signatory Official

Appointed by Authorized Signatory Official: (Mayor, Board President, Commissioner, Director, Superintendent)

Authorized Signatory Official Signature: _____

Title: _____

Date: _____

Grant Agreement-Scope of Work

Please provide a detailed description of work and grant activities that the awarded jurisdiction will take part in with the use of grant funds. Please include how the grant funds, equipment, supplies, etc. will be used to prevent and protect against terrorist activities.

Federal Funding Accountability and Transparency Act (FFATA) Compliance Form

To comply with the Federal Funding Accountability and Transparency Act (FFATA), the MOHS must report award information for all sub-recipients of federal awards as directed. Information provided will be made publicly available on USA Spending <http://www.usaspending.gov/> per the Transparency Act requirement.

Section 1: Award Information:

Agency Name	
City	
Zip Code +4 Digits (Required)	
Unique Entity Identification (UEI) #	
Amount of Award:	

Section 2: Compensation Information: Answer only if award is \$30,000.00 or more in federal funds)

- More than 80% of the Agency organization's annual gross revenue are federal funds.
☐ Yes (If yes, proceed to Question 2)
☐ No (If No, stop, proceed to Section 3)
- Federal Revenue exceeds twenty-five (25) million dollars.
☐ Yes (If Yes, proceed to Question 3)
☐ No (If No, stop, proceed to Section 3)
- Compensation information is not publicly available via federal tax filings, Securities and Exchange Commission (SEC) reporting, or any other source. (If other, please indicate: _____)
☐ Yes (If Yes, proceed to Table)
☐ No (If No, stop, proceed to Section 3)

Names and Salary of Organizations Top Five (5) Executives (By Salary)

	First and Last Name	Title	Annual Salary
1.			
2.			
3.			
4.			
5.			

Section 3: Certification of Information:

I certify that the above information is true and accurate.

Authorized Signatory Official (Signature)

Date

Authorized Signatory Official (Printed Name)

Title



MEMORANDUM

TO: HONORABLE MAYOR BUTCH LEE AND BOARD OF ALDERMEN
FROM: BRIAN ROBERTS
DATE: 05/09/2023
SUBJECT: TRAVEL REQUEST-CAROLYN PALMER

The department respectfully requests permission for Carolyn Palmer to travel to Biloxi, MS September 6-8, 2023, to attend the Emergency Services Administrative Professionals Association Conference. There is money budgeted for this conference in our 2023 fiscal year. Thank you for your consideration.

ATTACHMENTS:

1. ESAP 2023 Conference

EMERGENCY SERVICES ADMINISTRATIVE PROFESSIONAL ASSOCIATION

2023 ANNUAL CONFERENCE

September 6-8th – Biloxi, MS

IP Casino & Resort

DUES & REGISTRATION FORM

PLEASE RETURN THE COMPLETED FORM TO:

Emergency Services Administrative Professionals (ESAP)

Attn: Treasurer

PO BOX 623

Canton, MS 39046

Email: msesapassoc@gmail.com



Carolyn Palmer
Name (please print)
629 Marquette Rd
Mailing Address
Brandon, MS 39042
City, State, Zip

Brandon Fire Dept.
Department
601-824-4636
Daytime Telephone/Fax Number
cpalmer@brandonms.org
Email Address *required*

2023 DUES & REGISTRATION:



MEMBERSHIP DUES

\$ 50.00

Please check box if only paying for "Dues Only" ☐



CONFERENCE REGISTRATION \$150.00 (EARLY, Postmarked by 8/4/2023)

\$ 150.00



CONFERENCE REGISTRATION \$175.00 (LATE, Received after 8/4/2023)

\$



GUEST TICKETS (includes social event and lunch only)

QTY _____ x 35.00

\$

TOTAL

\$ 200.00

METHOD OF PAYMENT:



Check enclosed

CK# _____



Invoice my department:

PO# _____



I will be bringing my payment to conference. Note, all payments received after deadline will be considered late registration.

One shirt is provided as part of your registration Fee!

Please indicate size: (guaranteed **only** with early registration)

Small ☐ Med ☐ Large ☐ XL ☐ XXL ☐ 2XL ☐ 3XL ☐ 4XL



Please check box if you have dietary restrictions.

HOTEL INFORMATION:

Hotel: IP Casino and Resort, Biloxi, MS

Group Name: Emergency Services Administrative Professionals

Group Code: esai23c (note: you may have to use capital letters when booking online)

Cut-Off Date: Thursday, August 24, 2023

Reservations: www.ipbiloxi.com/groups or call 888-946-2847

Room Rate: \$79.00 nightly

2023 Conference Program

“Our Voice, Our Vision, Our Victory!”

Wednesday, September 6, 2023

7:00 p.m. – 9:00 p.m. Networking Event! ~ IP Casino & Resort ~ The executive committee has been busy planning a fun activity to help new and existing members get to know each other, reconnect, and mingle. **BE SURE TO BRING YOUR BUSINESS CARDS!** More information to come.

Thursday, September 7, 2023

7:00 a.m. – 7:45 a.m. CONFERENCE REGISTRATION – IP Casino & Resort

8:00 a.m. – 8:30 a.m. WELCOME TO BILOXI!
Welcome and Opening Remarks

9:00 a.m. – 10:00 a.m. LEARNING TO SIGN IN AN EMERGENCY
Terry Wages, MS State Fire Academy

10:00 a.m. – 10:15 a.m. NETWORKING BREAK

10:15 a.m. – 11:15 a.m. INCLUSION & DIVERSITY
Fire Chief Scarborough

11:15 a.m. – 12:00 p.m. EMERGENCY SERVICE LEGISLATIVE UPDATES

12:00 p.m. – 1:00 p.m. **LUNCH FOR REGISTRANTS, VENDORS, SPEAKERS**

1:00 p.m. – 2:30 p.m. EMERGENCY CARE IN THE WORKPLACE
Candice Talley

2:30 p.m. – 3:30 p.m. VENDOR INTRODUCTIONS & VENDOR HALL

3:30 p.m. – 5:00 p.m. STRESS MANAGEMENT
Kim Evans

5:00 p.m. – 5:10 p.m. ANNOUNCEMENTS/ DISMISS

Continue to next page

Friday, September 8, 2023

8:00 a.m. – 8:15 a.m.	ANNOUNCEMENTS
8:15 a.m. – 9:30 a.m.	EFFECTIVE COMMUNICATION <i>Panel Discussion on common scenario in emergency services inclusive to all service disciplines</i> TBA
9:30 a.m. – 10:00 a.m.	NETWORKING BREAK & HOTEL CHECK OUT
10:00 a.m. – 11:30 a.m.	MOTIVATIONAL CLOSING SPEAKER
11:30 a.m. – 11:45 a.m.	NETWORK BREAK
11:45 a.m. – 12:00 p.m.	AWARDS/ CERTIFICATES
12:00 p.m. – 12:30 p.m.	BUSINESS MEETING (MANDATORY FOR ALL MEMBERS) *Next year's conference location *Evaluation sheets *Credit hour sheets
12:30 p.m.	GROUP PICTURE (please wear 2023 ESAP attire)
12:45 p.m.	ADJOURN See you next year!

*** Agenda subject to change. A final agenda will be included in registration packets at conference ***



MEMORANDUM

TO: HONORABLE MAYOR BUTCH LEE AND BOARD OF ALDERMEN
FROM: BRIAN ROBERTS
DATE: 05/09/2023
SUBJECT: TRAVEL REQUEST-BATTALION CHIEF STRINGER

The fire department respectfully requests permission for Battalion Chief Eric Stringer to travel to Natchez, MS June 1-4th, 2023 to attend the annual MS Fire Chiefs and Firefighters Conference and approve all travel expenses (including hotel and conference fees).

Thank you for your consideration.

ATTACHMENTS:

1. E Stringer Registration for MSFFA 050923



www.mffa.com

86th Mississippi Firefighters and Fire Chiefs Conference
Natchez Convention Center
Natchez, MS

June 1 - June 4, 2023
Hosted by

Natchez Fire Department and
Adams County Fire Services



www.msfirechiefs.org

ATTENDEE REGISTRATION FORM

(Please print)

Name: Eric Stringer T-Shirt size: _____
 Email Address: estringers@brandonms.org
 City: Brandon State: MS Zip: 39042
 Fire Department: Brandon Rank/Title: Battalion Chief
 Spouse or Guest: _____ T-Shirt size: _____
 Phone Number: 601-824-4636

Please mark which meetings you will be attending, membership status, and special events you plan to attend. (NOTE: Fees for Banquet and Golf apply for all registrations.)
Tickets will be issued for attendance to the banquet.

Making a Difference

*Members Only: No registration fee if membership is paid by April 1 and registration is received by April 1				
Meeting Attendee	Member	Member Registration	Non-Member Registration	After April 1
☐ Fire Chief*	☐ Yes ☐ No	No charge	\$55.00	\$65.00
☐ Firefighter*	☐ Yes ☐ No	No charge	\$35.00	\$45.00
☐ Ladies Auxiliary*	☐ Yes ☐ No	No charge	\$45.00	\$55.00
☐ Spouse/Guest			\$35.00	\$45.00
Special Events				
☐ Golf		Wednesday, May 31		\$40.00
☐ Vendor Reception		Thursday, June 1		No Charge
☐ Friday Luncheon		Friday, June 2		No Charge
☐ Party on the Bluff		Friday, June 2		No Charge
☒ MFCA/MFFA Banquet (per person)		Saturday, June 3		\$30.00
TOTAL				\$ 95.00

☐ Enclosed is Check # _____ in the amount of \$ 95.00
 Please make check or money order payable to: **MFFA**
P.O. Box 1507
Brandon, MS 39043