City Council | Agenda

Tuesday, December 16, 2025 – 1:30 PM

City Hall – Council Chambers
2309 15th Street, Gulfport

1:30 PM **Invocation, Pledge of Allegiance, Call to Order**

Agenda Order **Confirmation or Adjustment of the Agenda Order**

Presentation Agenda

- **Mayor's Report**

Policy Issues

Minutes / Appointments

1 Approval of Minutes - for October 16, 2025 Special Call Meeting.

2 Approval of Minutes - for November 4, 2025.

3 Approval of Minutes - for November 18, 2025.

4 Ratification - of appointment(s) and reappointment(s) to City of Gulfport's Election Commission.

5 Ratification - of appointment to Civil Service Commission.

Hearings / Appeals

6 Code Enforcement Hearing - on resolution to declare that certain properties are in such a state of uncleanliness as to be a menace to the public health, safety and welfare of the community and to authorize advertisements for bids and lot clean-ups and/or demolitions.

Recommendations

7 Recommendation from Planning Commission to Amend Zoning Ordinance - (amending Official Text of Section I, Definitions, to define Intermodal Shipping Container and Shipping Container Park (residential); Section III, District Regulations (C)(10), to include residential Shipping Container Parks and to add such use to subsection (K) of the Chart of Permitted Uses by Planning Commission Approval in R-B, Residence-Business Districts only; and Section IV, Supplementary Regulations, to create subsection 11C to provide for Shipping Container Park (residential) requirements.) - Case #2512PC145.

Ordinances

8 Ordinance - amending Section 1-41 of the Code of Ordinances to change the date and time for the Gulfport City Council's 2nd Regular Meeting, and for related purposes.

9 Ordinance - memorializing Rules of Order for use at City Council Meetings, and for related purposes. (Councilmember Corbett)

Resolutions

10 Resolution - approving Addendum No. 10 to Contract with Neel-Schaffer, Inc., for the Interconnecting Gulfport BUILD Grant Project, and for related purposes.

11 Resolution - approving Agreement with Motorola Solutions Inc. and BRINC associated with the “Drone as First Responder” Program, and for related purposes.

12 Resolution - approving Amendment No. 2 to Professional Services Agreement with CFF, LLC, and for related purposes.

13 Resolution - approving Amendment to Contract with Gulf Coast Center for Non-Violence in connection with Victims Advocate Services associated with VOCA Grant, and for related purposes.

14 Resolution - approving award and Agreement for Term Contract Group C1 - Limestone, Washout Materials, and for related purposes.

15 Resolution - approving award and Agreement for Term Contract Group C2 - Concrete Pipe, and for related purposes.

16 Resolution - approving award and Agreement for Term Contract Group C8 - Infield Materials, and for related purposes.

17 Resolution - approving award and Agreement for Term Contract Group J - Ductile or Cast Iron Grates and Frames, and for related purposes.

18 Resolution - approving award and Agreement for Term Contract Group J1 - Water and Sewer Line Supply, and for related purposes.

19 Resolution - approving award and Agreement for Term Contract Group J2 - Pre-Cast Concrete Manholes, and for related purposes.

20 Resolution - approving award and Agreement for Term Contract Group K - Sewage Control Panels and Pumps, and for related purposes.

21 Resolution - approving award and Agreement for Term Contract Group P - Street Marking Materials, and for related purposes.

22 Resolution - approving Award to and Professional Services Agreement with Garver, LLC for Construction Engineering & Inspection Services in connection with the Northwood Hills Water Main Replacement Project, Phase 1, and for related purposes.

23 Resolution - approving Engineering Master Services Agreement with Brown, Mitchell & Alexander, Inc., and for related purposes.

24 Resolution - approving Engineering Master Services Agreement with Covington Civil & Environmental, LLC, and for related purposes.

25 Resolution - approving Engineering Master Services Agreement with Engineering Xcellence with Kris Riemann & Associates, PLLC, and for related purposes.

26 Resolution - approving Engineering Master Services Agreement with Garver, LLC, and for related purposes.

27 Resolution - approving Engineering Master Services Agreement with Machado Patano Design Group, PLLC, and for related purposes.

28 Resolution - approving Engineering Master Services Agreement with Michael Baker International, Inc., and for related purposes.

29 Resolution - approving Engineering Master Services Agreement with Neel-Schaffer, Inc., and for related purposes.

30 Resolution - approving Engineering Master Services Agreement with Overstreet & Associates, PLLC, and for related purposes.

31 Resolution - approving Engineering Master Services Agreement with Seymour Engineering, and for related purposes.

32 Resolution - approving Engineering Master Services Agreement with Waggoner Engineering, Inc., and for related purposes.

33 Resolution - approving Quote from Cityworks (Azteca Systems, LLC) to add Respond (AMS) to the existing Cityworks Enterprise License Agreement, and for related purposes.

34 Resolution - authorizing Renewal of Motorola Rave Alert, and for related purposes.

35 Resolution - approving Renewal Order with NEOGOV for Core HR and Time & Attendance Services, and for related purposes.

36 Resolution - authorizing an expenditure for advertising and bringing into favorable notice the opportunities, possibilities and resources of the City of Gulfport in connection with the Annual Wreaths Across America Program, and for related purposes.

37 Resolution - authorizing an expenditure for advertising and bringing into favorable notice the opportunities, possibilities and resources of the City of Gulfport in connection with the Harrison County Career & Technical Center Engineering & Robotics Program (TSA), and for related purposes.

38 Resolution - authorizing an expenditure for advertising and bringing into favorable notice the opportunities, possibilities and resources of the City of Gulfport in connection with Second Street Social Club's 5th Annual Mardi Gras Parade and Concert, and for related purposes.

39 Resolution - authorizing an expenditure for advertising and bringing into favorable notice the opportunities, possibilities and resources of the City of Gulfport in connection with The Community Saved Project, and for related purposes.

40 Resolution - authorizing pursuit of the Mississippi Department of Public Safety Law Enforcement Officer Grant for 2025-2026, and for related purposes.

41 Resolution - approving the temporary closure of municipal right of way for the 2025 Mistletoe and Main Street Event, and for related purposes.

42 Resolution - declaring certain and various equipment and other items of municipal personal property to be surplus property which is no longer used or needed by the municipality and declared to have no value to the municipality and authorizing sale of said items of municipal personal property, and for related purposes.

43 Resolution - reconfirming and extending the status of a State of Emergency due to the impacts of Hurricane Zeta on the City of Gulfport, and for related purposes.

Budget Amendments / Docket of Claims

44 Docket of Claims - to be approved through December 17, 2025.

Routine Agenda

45 Acknowledgment - of previously approved and subsequently executed Agreements, Contracts, and/or Documents - to be made a part of the minutes.

46 Acknowledgment - of seventeen (17) Satisfactions of Deeds of Trust documents in connection with the HOME Investment Partnership Program - to be made a part of the minutes.

47 Code Enforcement Notice(s) - to be made a part of the minutes.

48 Legal Notice - re-advertisement for Term Contract C2A - Culvert and Ram Neck Piping.

49 Privilege License Report - for the month of November 2025 - to be made a part of the minutes.

50 Ratification - of Contractor's Quarterly Audit Report for Quarter 4 of FYE 2025 - H20 Innovation Operation & Maintenance, LLC - to be made a part of the minutes.

51 Ratification - of Contractor's Quarterly Audit Report for Quarter 4 of FYE 2025 - Waste Pro of Mississippi, Inc. - to be made a part of the minutes.

52 Request - authorization for issuance of a special check payable to H2O Innovation Operation and Maintenance LLC for Invoice 2025-RET-DB for retainage held during Fiscal Year 2025, and for related purposes.

Public Agenda

- **Citizen Forum - Up to thirty minutes shall be allowed for public input with a three minute time limit on each speaker.**

Council Comments

Memorial Adjournment

Executive Session

Setting of Next Meeting and Adjournment

City Council | Minutes

Thursday, October 16, 2025 – 1:30 PM

City Hall – Council Chambers
2309 15th Street, Gulfport

1:30 PM

The Mayor and Members of Council met at City Hall at 1:30 PM, on the above date, same being an adjourned meeting from a Regular Meeting on October 7, 2025, at 1:30 P.M.

Present: Mayor Hugh Keating, CAO Wayne Miller, City Attorney Jeff Bruni, Deputy Clerk of Council Brittany Thomas, **Councilmembers**: Kendal Buckner, Ella Holmes-Hines, Rusty Walker, B.J. Sellers Jr., Carrissa Corbett, Johnny Hoggatt. **Absent:** Ron Roland

The President announced a quorum and called the meeting to order.

Policy Issues

Minutes / Appointments

1 Ratification - of appointment to the Civil Service Commission.

Motion to Table, Moved By Ella Holmes-Hines, **Seconded by** Kendal Buckner

Vote: Motion Failed By The Following Roll Call Vote
Aye: Kendal Buckner, Ella Holmes-Hines, Carrissa Corbett
Nay: Rusty Walker, B.J. Sellers Jr., Johnny Hoggatt
Absent: Ron Roland

Motion to Ratify, Moved By B.J. Sellers Jr., **Seconded by** Rusty Walker

Vote: Motion Failed By The Following Roll Call Vote
Aye: Rusty Walker, B.J. Sellers Jr., Johnny Hoggatt
Nay: Kendal Buckner, Ella Holmes-Hines, Carrissa Corbett
Absent: Ron Roland

2 Ratification - of reappointments to the Planning Commission.

Motion to Ratify reappointment of Chris Romano, Keith Williams, and Doug Hancock, to the Planning Commission, Moved By B.J. Sellers Jr., **Seconded by** Rusty Walker

Vote: Motion Passed By Unanimous Roll Call Vote
Aye: Kendal Buckner, Ella Holmes-Hines, Rusty Walker, B.J. Sellers Jr., Carrissa Corbett, Johnny Hoggatt
Absent: Ron Roland

Attachment(s):
Appointment letter - Planning Commission - Chris Romano
Appointment Letter - Planning Commission - Keith Williams
Appointment letter - Planning Commission - Doug Hancock

3 Ratification - of appointment to the Zoning Board of Adjustments and Appeals.

- Delete -

4 Ratification - of reappointment to the Zoning Board of Adjustment and Appeals

Motion to Ratify reappointment of Nathan Boddie, to the Zoning Board of Adjustment and Appeals, Moved By B.J. Sellers Jr., **Seconded by** Rusty Walker

Vote: Motion Failed By The Following Roll Call Vote
Aye: Rusty Walker, B.J. Sellers Jr., Johnny Hoggatt
Nay: Kendal Buckner, Ella Holmes-Hines, Carrissa Corbett
Absent: Ron Roland

Motion to Reconsider, Moved By B.J. Sellers Jr., **Seconded by** Rusty Walker

Vote: Motion Passed By Unanimous Roll Call Vote
Aye: Kendal Buckner, Ella Holmes-Hines, Rusty Walker, B.J. Sellers Jr., Carrissa Corbett, Johnny Hoggatt
Absent: Ron Roland

Attachment(s):
Reappointment - Zoning Board - Nathan Boddie

Recommendations

5 Recommendation from City Engineer to Accept for Perpetual Maintenance - Florence Gardens Phase 11 Subdivision infrastructure excluding roadway.

*** Councilmember B.J. Sellers Jr. recused from the Chambers during the discussion and vote on this item.**

Motion to Approve Recommendation to accept for Perpetual Maintenance — Florence Gardens Phase 11, Moved By Johnny Hoggatt, **Seconded by** Carrissa Corbett

Vote: Motion Passed By Unanimous Roll Call Vote
Aye: Kendal Buckner, Ella Holmes-Hines, Rusty Walker, Carrissa Corbett, Johnny Hoggatt
Recused: B.J. Sellers Jr.
Absent: Ron Roland

Councilmember B.J. Sellers in at 2:04 p.m.

6 Recommendation from Planning Commission to Amend Zoning Ordinance - amending Zoning Map to rezone property to T4+ (General Urban Zone "Plus") - 127 Laurel Drive - Case #2509PC105 - Ward 2.

Motion to Adopt Ordinance, Moved By Ella Holmes-Hines, **Seconded by** Rusty Walker

Vote: Motion Passed By Unanimous Roll Call Vote
Aye: Kendal Buckner, Ella Holmes-Hines, Rusty Walker, B.J. Sellers Jr., Carrissa Corbett, Johnny Hoggatt
Absent: Ron Roland

Attachment(s):
Ordinance 3538 10162025_6 - Signed

7 Recommendation from Planning Commission to Amend Zoning Ordinance - amending Zoning Map to rezone properties to B-2 (General Business) - John Hill Boulevard - Case #2509TP108 - Ward 3.

Motion to Adopt Ordinance, Moved By Ella Holmes-Hines, **Seconded by** Kendal Buckner

Vote: Motion Passed By Unanimous Roll Call Vote
Aye: Kendal Buckner, Ella Holmes-Hines, Rusty Walker, B.J. Sellers Jr., Carrissa Corbett, Johnny Hoggatt
Absent: Ron Roland

Attachment(s):
Ordinance 3539 10162025_7 - Signed

Ordinances

8 Ordinance - providing for the salary of compensation for one (1) "Director of Finance and Accounting" position, and for related purposes.

Motion to Adopt Ordinance, Moved By Johnny Hoggatt, **Seconded by** B.J. Sellers Jr.

Vote: Motion Passed By Unanimous Roll Call Vote
Aye: Kendal Buckner, Ella Holmes-Hines, Rusty Walker, B.J. Sellers Jr., Carrissa Corbett, Johnny Hoggatt
Absent: Ron Roland

Attachment(s):
Ordinance 3540 10162025_8 - Signed

Upon the advice of General Counsel, Motion to Enter Closed Session to make a preliminary determination of the necessity for Executive Session, Moved By Johnny Hoggatt**, Seconded by** B.J. Sellers Jr.

Vote: Motion Passed By Unanimous Roll Call Vote
Aye: Kendal Buckner, Ella Holmes-Hines, Rusty Walker, B.J. Sellers Jr., Carrissa Corbett, Johnny Hoggatt
Absent: Ron Roland

The Council entered Closed Session at 2:09 P.M. In attendance: Councilmembers: Kendal Buckner, Ella Holmes-Hines, Rusty Walker, B.J. Sellers Jr., Carrissa Corbett, Johnny Hoggatt, Mayor Hugh Keating, CAO Wayne Miller, City Attorney Jeff Bruni, Human Resource Manager Samantha Sherrill (in at 2:10 p.m.), Deputy Clerk of Council Brittany Thomas.

Motion to Exit Closed Session at 2:12 P.M., Moved By Ella Holmes-Hines, **Seconded by** Rusty Walker

Vote: Motion Passed By Unanimous Roll Call Vote
Aye: Kendal Buckner, Ella Holmes-Hines, Rusty Walker, B.J. Sellers Jr., Carrissa Corbett, Johnny Hoggatt
Absent: Ron Roland

No official action was taken during Closed Session.

Upon hearing from General Counsel regarding the nature of the request for Executive Session, Motion to Enter Executive Session at 2:13 P.M. for (1) discussion regarding the job performance of an employee in a specific position, specifically the Director of Finance and Accounting, Moved By Ella Holmes-Hines, **Seconded by** Kendal Buckner

Vote: Motion Passed By Unanimous Roll Call Vote
Aye: Kendal Buckner, Ella Holmes-Hines, Rusty Walker, B.J. Sellers Jr., Carrissa Corbett, Johnny Hoggatt
Absent: Ron Roland

The Council entered Executive Session at 2:13 P.M. In attendance: Councilmembers: Kendal Buckner, Ella Holmes-Hines, Rusty Walker, B.J. Sellers Jr., Carrissa Corbett, Johnny Hoggatt, Mayor Hugh Keating, CAO Wayne Miller, City Attorney Jeff Bruni, Human Resource Manager Samantha Sherrill, Deputy Clerk of Council Brittany Thomas.

Motion to Exit Executive Session at 2:20 P.M., Moved By Ella Holmes-Hines, **Seconded by** Kendal Buckner

Vote: Motion Passed By Unanimous Roll Call Vote
Aye: Kendal Buckner, Ella Holmes-Hines, Rusty Walker, B.J. Sellers Jr., Carrissa Corbett, Johnny Hoggatt
Absent: Ron Roland

No official action was taken during Executive Session.

Upon reconvening in an open meeting, the following actions were taken:

9 Ordinance - providing for the salary of compensation for one (1) "Paralegal" position, and for related purposes.

Motion to Adopt Ordinance, Moved By Ella Holmes-Hines, **Seconded by** Carrissa Corbett

Vote: Motion Passed By Unanimous Roll Call Vote
Aye: Kendal Buckner, Ella Holmes-Hines, Rusty Walker, B.J. Sellers Jr., Carrissa Corbett, Johnny Hoggatt
Absent: Ron Roland

Attachment(s):
Ordinance 3541 10162025_9 - Signed

Resolutions

10 Resolution - authorizing the City of Gulfport to apply to the Mississippi Department of Health for the Emergency Services Operating Fund Grant, and for related purposes.

Motion to Approve, Moved By Ella Holmes-Hines, **Seconded by** Rusty Walker

Vote: Motion Passed By Unanimous Roll Call Vote
Aye: Kendal Buckner, Ella Holmes-Hines, Rusty Walker, B.J. Sellers Jr., Carrissa Corbett, Johnny Hoggatt
Absent: Ron Roland

Attachment(s):
Resolution 10162025_10 - Signed

11 Resolution - authorizing the City of Gulfport, by and through the Gulfport Fire Department, to accept the Firehouse Subs Public Safety Foundation Grant for (26) Flir Thermal Imaging Cameras, and for related purposes.

Motion to Approve, Moved By Ella Holmes-Hines, **Seconded by** Rusty Walker

Vote: Motion Passed By Unanimous Roll Call Vote
Aye: Kendal Buckner, Ella Holmes-Hines, Rusty Walker, B.J. Sellers Jr., Carrissa Corbett, Johnny Hoggatt
Absent: Ron Roland

Attachment(s):
Resolution 10162025_11 - Signed

12 Resolution - authorizing an expenditure for advertising and bringing into favorable notice the opportunities, possibilities and resources of the City of Gulfport, by and through the Gulfport Fire Department, and for related purposes.

Motion to Approve, Moved By Ella Holmes-Hines, **Seconded by** Rusty Walker

Vote: Motion Passed By Unanimous Roll Call Vote
Aye: Kendal Buckner, Ella Holmes-Hines, Rusty Walker, B.J. Sellers Jr., Carrissa Corbett, Johnny Hoggatt
Absent: Ron Roland

Attachment(s):
Resolution 10162025_12 - Signed

13 Resolution - authorizing an expenditure (in the form of an in-kind donation) for advertising and bringing into favorable notice the opportunities, possibilities and resources of the City of Gulfport in connection with Morning Star Baptist Church's Annual Fall Festival, and for related purposes.

Motion to Approve, Moved By Ella Holmes-Hines, **Seconded by** Rusty Walker

Vote: Motion Passed By Unanimous Roll Call Vote
Aye: Kendal Buckner, Ella Holmes-Hines, Rusty Walker, B.J. Sellers Jr., Carrissa Corbett, Johnny Hoggatt
Absent: Ron Roland

Attachment(s):
Resolution 10162025_13 - Signed

14 Resolution - approving the temporary closure of municipal right of way for the 2025 Memorial Health System's Community Trunk or Treat, and for related purposes.

Motion to Approve, Moved By Ella Holmes-Hines, **Seconded by** Rusty Walker

Vote: Motion Passed By Unanimous Roll Call Vote
Aye: Kendal Buckner, Ella Holmes-Hines, Rusty Walker, B.J. Sellers Jr., Carrissa Corbett, Johnny Hoggatt
Absent: Ron Roland

Attachment(s):
Resolution 10162025_14 - Signed

15 Resolution - approving the temporary closure of municipal right of way for Morning Star Baptist Church's Annual Fall Festival, and for related purposes.

Motion to Approve, Moved By Ella Holmes-Hines, **Seconded by** Rusty Walker

Vote: Motion Passed By Unanimous Roll Call Vote
Aye: Kendal Buckner, Ella Holmes-Hines, Rusty Walker, B.J. Sellers Jr., Carrissa Corbett, Johnny Hoggatt
Absent: Ron Roland

Attachment(s):
Resolution 10162025_15 - Signed

Budget Amendments / Docket of Claims

16 Docket of Claims - to be approved through October 17, 2025.

Motion to Approve Docket of Claims, in the amount of $6,346,937.15, Moved By B.J. Sellers Jr., **Seconded by** Johnny Hoggatt

Vote: Motion Passed By The Following Roll Call Vote
Aye: Kendal Buckner, Rusty Walker, B.J. Sellers Jr., Carrissa Corbett, Johnny Hoggatt
Nay: Ella Holmes-Hines
Absent: Ron Roland

Attachment(s):
Resolution 10162025_16 - Signed

Setting of Next Meeting and Adjournment

There being no further business to come before the Council at this time, Motion to Adjourn until Regular Meeting on November 4, 2025, at 1:30 P.M., Moved By Carrissa Corbett, **Seconded by** Rusty Walker

Vote: Motion Passed By Unanimous Roll Call Vote
Aye: Kendal Buckner, Ella Holmes-Hines, Rusty Walker, B.J. Sellers Jr., Carrissa Corbett, Johnny Hoggatt
Absent: Ron Roland

City Council | Minutes

Tuesday, November 4, 2025 – 1:30 PM

City Hall – Council Chambers
2309 15th Street, Gulfport

1:30 PM Invocation, Pledge of Allegiance, Call to Order

The Mayor and Members of Council met at City Hall at 1:30 PM, on the above date, same being an adjourned meeting from a Special Call Meeting on October 16, 2025, at 1:30 P.M.

Present: Mayor Hugh Keating, CAO Wayne Miller, City Attorney Jeff Bruni, Clerk of Council Brittany Rodgers, Deputy Clerk of Council Brittany Thomas, **Councilmembers**: Kendal Buckner, Ella Holmes-Hines, Rusty Walker, B.J. Sellers Jr., Carrissa Corbett, and Johnny Hoggatt. **Absent**: Councilmember Ron Roland.

The President announced a quorum and called the meeting to order.

Agenda Order Confirmation or Adjustment of the Agenda Order

Motion to Accept the Agenda, with the following adjustments; add item 18 – A – Resolution - approving Professional Services Contract with Cory Watts for Line Dancing Classes, and for related purposes., add item 43 – A – Resolution - authorizing recognition of Friday, November 28, 2025, in further observance of the Thanksgiving Holiday and of Friday, December 26, 2025, in further observance of the Christmas Holiday and of Friday, January 2, 2026, in further observance of the New Year Holiday, as proclaimed by the Governor of the State of Mississippi, and for related purposes., add item 43 – B – Resolution - reconfirming and extending the status of a State of Emergency due to the impacts of Hurricane Zeta on the City of Gulfport, and for related purposes., add item 43 – C – Ordinance - amending Section 1-41 of the Code of Ordinances regarding the start time for the Gulfport City Council's 2nd Regular Meeting of the Month, and for related purposes., add item 43 – D – Ordinance - waiver of late fees on utility bills issued from and after November 4, 2025, through December 31, 2025, in connection with the ongoing Federal Government shutdown, and for related purposes., add item 55 – A – Budget Amendment # 18 - increasing funds in 411 contractual line item for the Professional Services Contract with Cory Watts for Line Dancing Classes. (no publication needed), delete item 32; at the Administration's request., and delete item 1; at the Clerk's request., Moved By B.J. Sellers Jr., **Seconded by** Rusty Walker

Vote: Motion Passed By Unanimous Roll Call Vote
Aye: Kendal Buckner, Ella Holmes-Hines, Rusty Walker, B.J. Sellers Jr., Carrissa Corbett, Johnny Hoggatt
Absent: Ron Roland

Presentation Agenda

- **Mayor's Report**

Policy Issues

Minutes / Appointments

1 Approval of Minutes - for September 15, 2025 Budget Workshop.

- Deleted -

2 Approval of Minutes - for September 16, 2025.

Motion to Approve Minutes for September 16, 2025, Moved By B.J. Sellers Jr., **Seconded by** Carrissa Corbett

Vote: Motion Passed By Unanimous Roll Call Vote
Aye: Kendal Buckner, Ella Holmes-Hines, Rusty Walker, B.J. Sellers Jr., Carrissa Corbett, Johnny Hoggatt
Absent: Ron Roland

Attachment(s):
September 16, 2025 - Minutes

3 Approval of Minutes - for September 24, 2025 Special Call Meeting.

Motion to Approve Minutes for September 24, 2025 Special Call Meeting, Moved By B.J. Sellers Jr., **Seconded by** Carrissa Corbett

Vote: Motion Passed By Unanimous Roll Call Vote
Aye: Kendal Buckner, Ella Holmes-Hines, Rusty Walker, B.J. Sellers Jr., Carrissa Corbett, Johnny Hoggatt
Absent: Ron Roland

Attachment(s):
September 24, 2025 SCM - Minutes

4 Approval of Minutes - for October 7, 2025.

Motion to Approve Minutes for October 7, 2025, Moved By B.J. Sellers Jr., **Seconded by** Carrissa Corbett

Vote: Motion Passed By Unanimous Roll Call Vote
Aye: Kendal Buckner, Ella Holmes-Hines, Rusty Walker, B.J. Sellers Jr., Carrissa Corbett, Johnny Hoggatt
Absent: Ron Roland

Attachment(s):
October 7, 2025 - Minutes

Hearings / Appeals

5 Code Enforcement Hearing - on resolution to declare that certain properties are in such a state of uncleanliness as to be a menace to the public health, safety and welfare of the community and to authorize advertisements for bids and lot clean-ups and/or demolitions.

Motion to Open the Code Enforcement Hearing, Moved By B.J. Sellers Jr., **Seconded by** Ella Holmes-Hines

Vote: Motion Passed By Unanimous Roll Call Vote
Aye: Kendal Buckner, Ella Holmes-Hines, Rusty Walker, B.J. Sellers Jr., Carrissa Corbett, Johnny Hoggatt
Absent: Ron Roland

The following Citizen(s) addressed the Council:

- Sharon Brown - Parcel 6 - 3418 19th Street

Motion to Close the Hearing and Approve the Resolution, Moved By B.J. Sellers Jr., **Seconded by** Ella Holmes-Hines

Vote: Motion Passed By Unanimous Roll Call Vote
Aye: Kendal Buckner, Ella Holmes-Hines, Rusty Walker, B.J. Sellers Jr., Carrissa Corbett, Johnny Hoggatt
Absent: Ron Roland

Attachment(s):
Resolution 11042025_5 - Signed

Recommendations

6 Recommendation from City Engineer to Release Performance Bond - Swan Landing Estates Subdivision, Phase II's water line and emergency access road work.
Councilmember Sellers recused and removed himself from the Council Chambers during the discussion and vote on this item.

Motion to Approve, Moved By Johnny Hoggatt, **Seconded by** Rusty Walker

Vote: Motion Passed By Unanimous Roll Call Vote
Aye: Kendal Buckner, Ella Holmes-Hines, Rusty Walker, Carrissa Corbett, Johnny Hoggatt
Absent: Ron Roland, B.J. Sellers, Jr. (recused)

Attachment(s):
Swan Landing Estates Phase II Release of Performance Bond for Water Line and Emergency Access Road

7 Recommendation from City Engineer to Commence Warranty Periord - Autumn Lake Subdivision water and sewer improvements only.

Councilmember Sellers recused and removed himself from the Council Chambers during the discussion and vote on this item.

Motion to Approve, Moved By Ella Holmes-Hines, **Seconded by** Carrissa Corbett

Vote: Motion Passed By Unanimous Roll Call Vote
Aye: Kendal Buckner, Ella Holmes-Hines, Rusty Walker, Carrissa Corbett, Johnny Hoggatt
Absent: Ron Roland, B.J. Sellers, Jr. (recused)

Attachment(s):
Recommendation to Accept Autumn Lake Subdivision for Water and Sewer Improvements Only and Start of the Warranty Period

Resolutions

8 Resolution - approving Addendum to Extend Time for Airport Road Extension and Roundabout for Professional Services with Brown, Mitchell, & Alexander, Inc., and for related purposes.

Motion to Approve, Moved By B.J. Sellers Jr., **Seconded by** Johnny Hoggatt

Motion to Table, Moved By Carrissa Corbett, **Seconded by** Ella Holmes-Hines

Vote: Motion Failed By Unanimous Roll Call Vote
Aye: Kendal Buckner, Ella Holmes-Hines, Carrissa Corbett
Nay: Rusty Walker, B.J. Sellers, Jr., Johnny Hoggatt
Absent: Ron Roland

Motion to Postpone, until after a Public Hearing is held, Moved By Ella Holmes-Hines, **Seconded by** Carrissa Corbett

Vote: Motion Passed By Unanimous Roll Call Vote
Aye: Kendal Buckner, Ella Holmes-Hines, Rusty Walker, B.J. Sellers Jr., Carrissa Corbett, Johnny Hoggatt
Absent: Ron Roland

9 Resolution - approving Agreement with Gulf Breeze Landscaping, LLC, for certain Ground Maintenance Contracts, and for related purposes.

Motion to Approve, Moved By Johnny Hoggatt, **Seconded by** Carrissa Corbett

Vote: Motion Passed By Unanimous Roll Call Vote
Aye: Kendal Buckner, Ella Holmes-Hines, Rusty Walker, B.J. Sellers Jr., Carrissa Corbett, Johnny Hoggatt
Absent: Ron Roland

Attachment(s):
Resolution 11042025_9 - Signed

10 Resolution - approving Agreement with Gulfside Casino Partnership et al., for use of golf carts for the 2025 Harbor Lights Winter Festival, and for related purposes

Motion to Approve, Moved By B.J. Sellers Jr., **Seconded by** Carrissa Corbett

Vote: Motion Passed By Unanimous Roll Call Vote
Aye: Kendal Buckner, Ella Holmes-Hines, Rusty Walker, B.J. Sellers Jr., Carrissa Corbett, Johnny Hoggatt
Absent: Ron Roland

Attachment(s):
Resolution 11042025_10 - Signed

11 Resolution - approving Agreement with Carter Green Investments, LLC for use of real property for parking for the 2025 Harbor Lights Winter Festival, and for related purposes.

Motion to Approve, Moved By B.J. Sellers Jr., **Seconded by** Carrissa Corbett

Vote: Motion Passed By Unanimous Roll Call Vote
Aye: Kendal Buckner, Ella Holmes-Hines, Rusty Walker, B.J. Sellers Jr., Carrissa Corbett, Johnny Hoggatt
Absent: Ron Roland

Attachment(s):
Resolution 11042025_11 - Signed

12 Resolution - approving award to and Contract with Eddie Pearson Roofing, LLC, in connection with the VA Laundry Re-Roof Project, and for related purposes.

Motion to Approve, Moved By B.J. Sellers Jr., **Seconded by** Carrissa Corbett

Vote: Motion Passed By Unanimous Roll Call Vote
Aye: Kendal Buckner, Ella Holmes-Hines, Rusty Walker, B.J. Sellers Jr., Carrissa Corbett, Johnny Hoggatt
Absent: Ron Roland

Attachment(s):
Resolution 11042025_12 - Signed

13 Resolution - approving Change Order No. 1 with DNA Underground, LLC for City Wide Lift Station Improvements Project, and for related purposes.

The following actions were taken after Executive Session.

Motion to Take off the Table, Moved By Ella Holmes-Hines, **Seconded by** Carrissa Corbett

Vote: Motion Passed By Unanimous Roll Call Vote
Aye: Kendal Buckner, Ella Holmes-Hines, Rusty Walker, B.J. Sellers Jr., Carrissa Corbett, Johnny Hoggatt
Absent: Ron Roland

Motion to Approve, Moved By Ella Holmes-Hines, **Seconded by** Carrissa Corbett

Vote: Motion Passed By Unanimous Roll Call Vote
Aye: Kendal Buckner, Ella Holmes-Hines, Rusty Walker, B.J. Sellers Jr., Carrissa Corbett, Johnny Hoggatt
Absent: Ron Roland

Attachment(s):
Resolution 11042025_13 - Signed

14 Resolution - approving Construction Contract to Bottom 2 Top Construction, LLC for the Northwood Hills Water Main Replacement Project, and for related purposes.

Motion to Approve, Moved By B.J. Sellers Jr., **Seconded by** Carrissa Corbett

Vote: Motion Passed By Unanimous Roll Call Vote
Aye: Kendal Buckner, Ella Holmes-Hines, Rusty Walker, B.J. Sellers Jr., Carrissa Corbett, Johnny Hoggatt
Absent: Ron Roland

Attachment(s):
Resolution 11042025_14 - Signed

15 Resolution - approving Interlocal Agreement relating to assessment and collection of City of Gulfport municipal and school district ad valorem taxes, and for related purposes.

Motion to Approve, Moved By B.J. Sellers Jr., **Seconded by** Carrissa Corbett

Vote: Motion Passed By Unanimous Roll Call Vote
Aye: Kendal Buckner, Ella Holmes-Hines, Rusty Walker, B.J. Sellers Jr., Carrissa Corbett, Johnny Hoggatt
Absent: Ron Roland

Attachment(s):
Resolution 11042025_15 - Signed

16 Resolution - approving Letter Agreement with Mauldin & Jenkins, LLC, to provide Auditing Services to the City of Gulfport for Fiscal Year Ending 2025, and for related purposes.

Motion to Approve, Moved By B.J. Sellers Jr., **Seconded by** Carrissa Corbett

Vote: Motion Passed By The Following Roll Call Vote
Aye: Kendal Buckner, Rusty Walker, B.J. Sellers Jr., Carrissa Corbett, Johnny Hoggatt
Nay: Ella Holmes-Hines
Absent: Ron Roland

Attachment(s):
Resolution 11042025_16 - Signed

17 Resolution - approving Lighting Services - Standard Lease Agreement with Mississippi Power Company for LED Solar Lighting Services at the Clower Thornton Nature Trail, and for related purposes.

Motion to Approve, Moved By B.J. Sellers Jr., **Seconded by** Carrissa Corbett

Vote: Motion Passed By Unanimous Roll Call Vote
Aye: Kendal Buckner, Ella Holmes-Hines, Rusty Walker, B.J. Sellers Jr., Carrissa Corbett, Johnny Hoggatt
Absent: Ron Roland

Attachment(s):
Resolution 11042025_17 - Signed

18 Resolution - approving MDA Grant Agreement Amendment No. 4 with MDA for GCRF-21-31 Flood Control and/or Drainage for the Forest Heights Project, and for related purposes.

Motion to Approve, Moved By B.J. Sellers Jr., **Seconded by** Carrissa Corbett

Vote: Motion Passed By Unanimous Roll Call Vote
Aye: Kendal Buckner, Ella Holmes-Hines, Rusty Walker, B.J. Sellers Jr., Carrissa Corbett, Johnny Hoggatt
Absent: Ron Roland

Attachment(s):
Resolution 11042025_18 - Signed

18 - A Resolution - approving Professional Services Contract with Cory Watts for Line Dancing Classes, and for related purposes.

Motion to Approve, Moved By B.J. Sellers Jr., **Seconded by** Carrissa Corbett

Vote: Motion Passed By Unanimous Roll Call Vote
Aye: Kendal Buckner, Ella Holmes-Hines, Rusty Walker, B.J. Sellers Jr., Carrissa Corbett, Johnny Hoggatt
Absent: Ron Roland

Attachment(s):
Resolution 11042025_18-A

19 Resolution - approving Rental Agreement with South Mississippi Business Machines of Gulfport, Inc., for the Leisure Services Department, and for related purposes.

Motion to Approve, Moved By B.J. Sellers Jr., **Seconded by** Carrissa Corbett

Vote: Motion Passed By Unanimous Roll Call Vote
Aye: Kendal Buckner, Ella Holmes-Hines, Rusty Walker, B.J. Sellers Jr., Carrissa Corbett, Johnny Hoggatt
Absent: Ron Roland

Attachment(s):
Resolution 11042025_19 - Signed

20 Resolution - approving Service Agreement with GoPhoto LLC in connection with the 2025 Harbor Lights Winter Festival, and for related purposes.

Motion to Approve, Moved By B.J. Sellers Jr., **Seconded by** Carrissa Corbett

Vote: Motion Passed By Unanimous Roll Call Vote
Aye: Kendal Buckner, Ella Holmes-Hines, Rusty Walker, B.J. Sellers Jr., Carrissa Corbett, Johnny Hoggatt
Absent: Ron Roland

Attachment(s):
Resolution 11042025_20 - Signed

21 Resolution - approving the temporary closure of municipal right of way for the 2025 Gulfport Main Street Association's Main Street Farmers Market, and for related purposes.

Motion to Approve, Moved By B.J. Sellers Jr., **Seconded by** Carrissa Corbett

Vote: Motion Passed By Unanimous Roll Call Vote
Aye: Kendal Buckner, Ella Holmes-Hines, Rusty Walker, B.J. Sellers Jr., Carrissa Corbett, Johnny Hoggatt
Absent: Ron Roland

Attachment(s):
Resolution 11042025_21 - Signed

22 Resolution - approving the temporary closure of municipal right of way and Jones Park for the 2025 Harbor Lights Winter Festival, and for related purposes.

Motion to Approve, Moved By B.J. Sellers Jr., **Seconded by** Carrissa Corbett

Vote: Motion Passed By Unanimous Roll Call Vote
Aye: Kendal Buckner, Ella Holmes-Hines, Rusty Walker, B.J. Sellers Jr., Carrissa Corbett, Johnny Hoggatt
Absent: Ron Roland

Attachment(s):
Resolution 11042025_22 - Signed

23 Resolution - authorizing the City of Gulfport to accept the FY 2025 Mississippi Office of Homeland Security Grant, Grant Number 25HS202T, and for related purposes.

Motion to Approve, Moved By B.J. Sellers Jr., **Seconded by** Carrissa Corbett

Vote: Motion Passed By Unanimous Roll Call Vote
Aye: Kendal Buckner, Ella Holmes-Hines, Rusty Walker, B.J. Sellers Jr., Carrissa Corbett, Johnny Hoggatt
Absent: Ron Roland

Attachment(s):
Resolution 11042025_23 - Signed

24 Resolution - authorizing the City of Gulfport to accept the FY 2025 Mississippi Office of Homeland Security Grant, Grant Number 25LE202, and for related purposes.

Motion to Approve, Moved By B.J. Sellers Jr., **Seconded by** Carrissa Corbett

Vote: Motion Passed By Unanimous Roll Call Vote
Aye: Kendal Buckner, Ella Holmes-Hines, Rusty Walker, B.J. Sellers Jr., Carrissa Corbett, Johnny Hoggatt
Absent: Ron Roland

Attachment(s):
Resolution 11042025_24 - Signed

25 Resolution - authorizing a contribution of funds to the Harrison County Soil and Water Conservation District pursuant to Miss. Code Ann. § 69-27-24 (2012), and for related purposes.

Motion to Approve, Moved By B.J. Sellers Jr., **Seconded by** Carrissa Corbett

Vote: Motion Passed By Unanimous Roll Call Vote
Aye: Kendal Buckner, Ella Holmes-Hines, Rusty Walker, B.J. Sellers Jr., Carrissa Corbett, Johnny Hoggatt
Absent: Ron Roland

Attachment(s):
Resolution 11042025_25 - Signed

26 Resolution - authorizing contribution to the Mississippi Coast Transit Authority, and for related purposes

Motion to Approve, Moved By B.J. Sellers Jr., **Seconded by** Carrissa Corbett

Vote: Motion Passed By Unanimous Roll Call Vote
Aye: Kendal Buckner, Ella Holmes-Hines, Rusty Walker, B.J. Sellers Jr., Carrissa Corbett, Johnny Hoggatt
Absent: Ron Roland

Attachment(s):
Resolution 11042025_26 - Signed

27 Resolution - authorizing a donation of funds to CASA of South Mississippi, pursuant to Miss. Code Ann. § 21-19-46, and for related purposes.

Motion to Approve, Moved By B.J. Sellers Jr., **Seconded by** Carrissa Corbett

Vote: Motion Passed By Unanimous Roll Call Vote
Aye: Kendal Buckner, Ella Holmes-Hines, Rusty Walker, B.J. Sellers Jr., Carrissa Corbett, Johnny Hoggatt
Absent: Ron Roland

Attachment(s):
Resolution 11042025_27 - Signed

28 Resolution - authorizing a donation of funds to the Local Chapter of the American Red Cross, pursuant to Miss. Code Ann. § 21-19-57, and for related purposes.

Motion to Approve, Moved By B.J. Sellers Jr., **Seconded by** Carrissa Corbett

Vote: Motion Passed By Unanimous Roll Call Vote
Aye: Kendal Buckner, Ella Holmes-Hines, Rusty Walker, B.J. Sellers Jr., Carrissa Corbett, Johnny Hoggatt
Absent: Ron Roland

Attachment(s):
Resolution 11042025_28 - Signed

29 Resolution - authorizing a donation of funds to the Lynn Meadows Discovery Center, pursuant to Miss. Code Ann. § 21-17-1(8) (Rev. 2015), and for related purposes.

Motion to Approve, Moved By B.J. Sellers Jr., **Seconded by** Carrissa Corbett

Vote: Motion Passed By Unanimous Roll Call Vote
Aye: Kendal Buckner, Ella Holmes-Hines, Rusty Walker, B.J. Sellers Jr., Carrissa Corbett, Johnny Hoggatt
Absent: Ron Roland

Attachment(s):
Resolution 11042025_29 - Signed

30 Resolution - authorizing a donation of funds to the O'Keefe Educational Media d/b/a Disability Connection, pursuant to Miss. Code Ann. §§ 21-19-65 and 21-17-1(8) (Rev. 2015), and for related purposes.

Motion to Approve, Moved By B.J. Sellers Jr., **Seconded by** Carrissa Corbett

Vote: Motion Passed By Unanimous Roll Call Vote
Aye: Kendal Buckner, Ella Holmes-Hines, Rusty Walker, B.J. Sellers Jr., Carrissa Corbett, Johnny Hoggatt
Absent: Ron Roland

Attachment(s):
Resolution 11042025_30 - Signed

31 Resolution - authorizing a donation of funds to the Women's Resource Center, pursuant to Miss. Code Ann. §§ 21-19-65 and 21-17-1(8) (Rev. 2015), and for related purposes.

Motion to Approve, Moved By B.J. Sellers Jr., **Seconded by** Carrissa Corbett

Vote: Motion Passed By Unanimous Roll Call Vote
Aye: Kendal Buckner, Ella Holmes-Hines, Rusty Walker, B.J. Sellers Jr., Carrissa Corbett, Johnny Hoggatt
Absent: Ron Roland

Attachment(s):
Resolution 11042025_31 - Signed

32 Resolution - authorizing an expenditure (in the form of an in-kind donation) for advertising and bringing into favorable notice the opportunities, possibilities and resources of the City of Gulfport in connection with the 26th Annual Christmas on the Bayou Boat Parade, and for related purposes.

- Deleted -

33 Resolution - authorizing an expenditure for advertising and bringing into favorable notice the opportunities, possibilities and resources of the City of Gulfport, by and through the Department of Leisure Services, and for related purposes.

Motion to Approve, Moved By Johnny Hoggatt, **Seconded by** Rusty Walker

Vote: Motion Passed By Unanimous Roll Call Vote
Aye: Kendal Buckner, Ella Holmes-Hines, Rusty Walker, B.J. Sellers Jr., Carrissa Corbett, Johnny Hoggatt
Absent: Ron Roland

Attachment(s):
Resolution 11042025_33 - Signed

34 Resolution - authorizing an expenditure for advertising and bringing into favorable notice the opportunities, possibilities and resources of the City of Gulfport at Center Stage, Inc., and for related purposes.

Motion to Approve, Moved By Johnny Hoggatt, **Seconded by** Rusty Walker

Vote: Motion Passed By Unanimous Roll Call Vote
Aye: Kendal Buckner, Ella Holmes-Hines, Rusty Walker, B.J. Sellers Jr., Carrissa Corbett, Johnny Hoggatt
Absent: Ron Roland

Attachment(s):
Resolution 11042025_34 - Signed

35 Resolution - authorizing an expenditure for advertising and bringing into favorable notice the opportunities, possibilities and resources of the City of Gulfport for Gulfport High School's Team Fusion 364, and for related purposes.

Motion to Approve, Moved By Johnny Hoggatt, **Seconded by** Rusty Walker

Vote: Motion Passed By Unanimous Roll Call Vote
Aye: Kendal Buckner, Ella Holmes-Hines, Rusty Walker, B.J. Sellers Jr., Carrissa Corbett, Johnny Hoggatt
Absent: Ron Roland

Attachment(s):
Resolution 11042025_35 - Signed

36 Resolution - authorizing an expenditure for advertising and bringing into favorable notice the opportunities, possibilities and resources of the City of Gulfport in connection with Gulfport Main Street Association's Fourth Annual Gumbo Fest, and for related purposes.

Motion to Approve, Moved By Johnny Hoggatt, **Seconded by** Rusty Walker

Vote: Motion Passed By Unanimous Roll Call Vote
Aye: Kendal Buckner, Ella Holmes-Hines, Rusty Walker, B.J. Sellers Jr., Carrissa Corbett, Johnny Hoggatt
Absent: Ron Roland

Attachment(s):
Resolution 11042025_36 - Signed

37 Resolution - authorizing an expenditure for advertising and bringing into favorable notice the opportunities, possibilities and resources of the City of Gulfport in connection with Gulfport Main Street Association's Mistletoe and Main Street Event, and for related purposes.

Motion to Approve, Moved By Johnny Hoggatt, **Seconded by** Rusty Walker

Vote: Motion Passed By Unanimous Roll Call Vote
Aye: Kendal Buckner, Ella Holmes-Hines, Rusty Walker, B.J. Sellers Jr., Carrissa Corbett, Johnny Hoggatt
Absent: Ron Roland

Attachment(s):
Resolution 11042025_37 - Signed

38 Resolution - authorizing an expenditure for advertising and bringing into favorable notice the opportunities, possibilities and resources of the City of Gulfport in connection with the Gulfport Branch NAACP Oratorical Scholarship Program, and for related purposes.

Motion to Approve, Moved By Johnny Hoggatt, **Seconded by** Rusty Walker

Vote: Motion Passed By Unanimous Roll Call Vote
Aye: Kendal Buckner, Ella Holmes-Hines, Rusty Walker, B.J. Sellers Jr., Carrissa Corbett, Johnny Hoggatt
Absent: Ron Roland

Attachment(s):
Resolution 11042025_38 - Signed

39 Resolution - authorizing an expenditure for advertising and bringing into favorable notice the opportunities, possibilities and resources of the City of Gulfport through the work of Mississippi Coast Crime Stoppers, and for related purposes.

Motion to Approve, Moved By Johnny Hoggatt, **Seconded by** Rusty Walker

Vote: Motion Passed By Unanimous Roll Call Vote
Aye: Kendal Buckner, Ella Holmes-Hines, Rusty Walker, B.J. Sellers Jr., Carrissa Corbett, Johnny Hoggatt
Absent: Ron Roland

Attachment(s):
Resolution 11042025_39 - Signed

40 Resolution - authorizing an expenditure to Extend-a-Hand, Help-a-Friend, pursuant to Miss. Code Ann. §§ 21-19-65 and 21-17-1(8), and for related purposes.

Motion to Approve, Moved By Johnny Hoggatt, **Seconded by** Rusty Walker

Vote: Motion Passed By Unanimous Roll Call Vote
Aye: Kendal Buckner, Ella Holmes-Hines, Rusty Walker, B.J. Sellers Jr., Carrissa Corbett, Johnny Hoggatt
Absent: Ron Roland

Attachment(s):
Resolution 11042025_40 - Signed

41 Resolution - authorizing an expenditure to Gulf Coast Center for Nonviolence, Inc., pursuant to Miss. Code Ann. §§ 21-19-65 and 21-17-1(8) (Rev. 2015), and for related purposes.

Motion to Approve, Moved By Johnny Hoggatt, **Seconded by** Rusty Walker

Vote: Motion Passed By Unanimous Roll Call Vote
Aye: Kendal Buckner, Ella Holmes-Hines, Rusty Walker, B.J. Sellers Jr., Carrissa Corbett, Johnny Hoggatt
Absent: Ron Roland

Attachment(s):
Resolution 11042025_41 - Signed

42 Resolution - authorizing an expenditure to Mental Health Association of South Mississippi, pursuant to Miss. Code Ann. §§ 21-19-65 and 21-17-1(8), and for related purposes.

Motion to Approve, Moved By Johnny Hoggatt, **Seconded by** Rusty Walker

Vote: Motion Passed By Unanimous Roll Call Vote
Aye: Kendal Buckner, Ella Holmes-Hines, Rusty Walker, B.J. Sellers Jr., Carrissa Corbett, Johnny Hoggatt
Absent: Ron Roland

Attachment(s):
Resolution 11042025_42 - Signed

43 Resolution - authorizing an expenditure to North Gulfport Community Land Conservancy, Inc., pursuant to Miss. Code Ann. §§ 21-19-65 and 21-17-1(8), and for related purposes.

Motion to Approve, Moved By Johnny Hoggatt, **Seconded by** Rusty Walker

Vote: Motion Passed By Unanimous Roll Call Vote
Aye: Kendal Buckner, Ella Holmes-Hines, Rusty Walker, B.J. Sellers Jr., Carrissa Corbett, Johnny Hoggatt
Absent: Ron Roland

Attachment(s):
Resolution 11042025_43 - Signed

43 - A Resolution - authorizing recognition of Friday, November 28, 2025, in further observance of the Thanksgiving Holiday and of Friday, December 26, 2025, in further observance of the Christmas Holiday and of Friday, January 2, 2026, in further observance of the New Year Holiday, as proclaimed by the Governor of the State of Mississippi, and for related purposes.

Motion to Approve, Moved By Ella Holmes-Hines, **Seconded by** Kendal Buckner

Vote: Motion Passed By Unanimous Roll Call Vote
Aye: Kendal Buckner, Ella Holmes-Hines, Rusty Walker, B.J. Sellers Jr., Carrissa Corbett, Johnny Hoggatt
Absent: Ron Roland

Attachment(s):
Resolution 11042025_43-A - Signed

43 - B Resolution - reconfirming and extending the status of a State of Emergency due to the impacts of Hurricane Zeta on the City of Gulfport, and for related purposes.

Motion to Approve, Moved By Ella Holmes-Hines, **Seconded by** Carrissa Corbett

Vote: Motion Passed By Unanimous Roll Call Vote
Aye: Kendal Buckner, Ella Holmes-Hines, Rusty Walker, B.J. Sellers Jr., Carrissa Corbett, Johnny Hoggatt
Absent: Ron Roland

Attachment(s):
Resolution 11042025_43-B - Signed

Ordinances

43 - C Ordinance - amending Section 1-41 of the Code of Ordinances regarding the start time for the Gulfport City Council's 2nd Regular Meeting of the Month, and for related purposes.

Motion to Adopt Ordinance, Moved By Carrissa Corbett, **Seconded by** Ella Holmes-Hines

Vote: Motion Failed By Unanimous Roll Call Vote
Aye: Kendal Buckner, Ella Holmes-Hines, Carrissa Corbett
Absent: Ron Roland

Motion Failed.

43 - D Ordinance - waiver of late fees on utility bills issued from and after November 4, 2025, through November 30, 2025, in connection with the ongoing Federal Government shutdown, and for related purposes.

Motion to Adopt Ordinance, Moved By Ella Holmes-Hines, **Seconded by** Carrissa Corbett

Vote: Motion Passed By Unanimous Roll Call Vote
Aye: Kendal Buckner, Ella Holmes-Hines, Rusty Walker, B.J. Sellers Jr., Carrissa Corbett, Johnny Hoggatt
Absent: Ron Roland

Attachment(s):
Ordinance 3542 11042025_43-D - Signed

Budget Amendments / Docket of Claims

44 Budget Amendment #6 - increasing line item 213 Photo & Fingerprint from PropertyRoom.com.

Motion to Approve Budget Amendment #6, Moved By Johnny Hoggatt, **Seconded by** Rusty Walker

Vote: Motion Passed By Unanimous Roll Call Vote
Aye: Kendal Buckner, Ella Holmes-Hines, Rusty Walker, B.J. Sellers Jr., Carrissa Corbett, Johnny Hoggatt
Absent: Ron Roland

Attachment(s):
Budget Amendments 2026-6

45 Budget Amendment #7 - increasing line item 213 Photo & Fingerprint from PropertyRoom.com.

Motion to Approve Budget Amendment #7, Moved By Johnny Hoggatt, **Seconded by** Rusty Walker

Vote: Motion Passed By Unanimous Roll Call Vote
Aye: Kendal Buckner, Ella Holmes-Hines, Rusty Walker, B.J. Sellers Jr., Carrissa Corbett, Johnny Hoggatt
Absent: Ron Roland

Attachment(s):
Budget Amendments 2026-7

46 Budget Amendment #8 - increasing line item 277 Capital Outlay from PropertyRoom.com.

Motion to Approve Budget Amendment #8, Moved By Johnny Hoggatt, **Seconded by** Rusty Walker

Vote: Motion Passed By Unanimous Roll Call Vote
Aye: Kendal Buckner, Ella Holmes-Hines, Rusty Walker, B.J. Sellers Jr., Carrissa Corbett, Johnny Hoggatt
Absent: Ron Roland

Attachment(s):
Budget Amendments 2026-8

47 Budget Amendment #9 - increase line item 277 Capital Outlay from PropertyRoom.com.

Motion to Approve Budget Amendment #9, Moved By Johnny Hoggatt, **Seconded by** Rusty Walker

Vote: Motion Passed By Unanimous Roll Call Vote
Aye: Kendal Buckner, Ella Holmes-Hines, Rusty Walker, B.J. Sellers Jr., Carrissa Corbett, Johnny Hoggatt
Absent: Ron Roland

Attachment(s):
Budget Amendments 2026-9

48 Budget Amendment #10 - increasing line item 277 Vehicles from drug-related arrest.

Motion to Approve Budget Amendment #10, Moved By Johnny Hoggatt, **Seconded by** Rusty Walker

Vote: Motion Passed By Unanimous Roll Call Vote
Aye: Kendal Buckner, Ella Holmes-Hines, Rusty Walker, B.J. Sellers Jr., Carrissa Corbett, Johnny Hoggatt
Absent: Ron Roland

Attachment(s):
Budget Amendments 2026-10

49 Budget Amendment #11 - increasing line item 277 Vehicles from drug-related arrest.

Motion to Approve Budget Amendment #11, Moved By Johnny Hoggatt, **Seconded by** Rusty Walker

Vote: Motion Passed By Unanimous Roll Call Vote
Aye: Kendal Buckner, Ella Holmes-Hines, Rusty Walker, B.J. Sellers Jr., Carrissa Corbett, Johnny Hoggatt
Absent: Ron Roland

Attachment(s):
Budget Amendments 2026-11

50 Budget Amendment #12 - transferring funds from FY 2025 to FY 2026 for FY 2024 Edward Byrne Memorial Justice Assistance Grant Program (JAG).

Motion to Approve Budget Amendment #12, Moved By Johnny Hoggatt, **Seconded by** Rusty Walker

Vote: Motion Passed By Unanimous Roll Call Vote
Aye: Kendal Buckner, Ella Holmes-Hines, Rusty Walker, B.J. Sellers Jr., Carrissa Corbett, Johnny Hoggatt
Absent: Ron Roland

Attachment(s):
Budget Amendments 2026-12

51 Budget Amendment #13 - transferring funds from FY 2025 to FY 2026 for the FY 2025 Police Traffic Services Grant.

Motion to Approve Budget Amendment #13, Moved By Johnny Hoggatt, **Seconded by** Rusty Walker

Vote: Motion Passed By Unanimous Roll Call Vote
Aye: Kendal Buckner, Ella Holmes-Hines, Rusty Walker, B.J. Sellers Jr., Carrissa Corbett, Johnny Hoggatt
Absent: Ron Roland

Attachment(s):
Budget Amendments 2026-13

52 Budget Amendment #14 - appropriating funds for FY 2025 Homeland Security Grant Program (HSGP), Grant No. 25LE202.

Motion to Approve Budget Amendment #14, Moved By Johnny Hoggatt, **Seconded by** Rusty Walker

Vote: Motion Passed By Unanimous Roll Call Vote
Aye: Kendal Buckner, Ella Holmes-Hines, Rusty Walker, B.J. Sellers Jr., Carrissa Corbett, Johnny Hoggatt
Absent: Ron Roland

Attachment(s):
Budget Amendments 2026-14

53 Budget Amendment #15 - true up FY 2026 funds.

Motion to Approve Budget Amendment #15, Moved By Johnny Hoggatt, **Seconded by** Rusty Walker

Vote: Motion Passed By Unanimous Roll Call Vote
Aye: Kendal Buckner, Ella Holmes-Hines, Rusty Walker, B.J. Sellers Jr., Carrissa Corbett, Johnny Hoggatt
Absent: Ron Roland

Attachment(s):
Budget Amendments 2026-15

54 Budget Amendment #16 - increasing 115 Audit Fees line item from FY 2025 to FY 2026 for FYE 2024 Audit.

Motion to Approve Budget Amendment #16, Moved By Johnny Hoggatt, **Seconded by** Rusty Walker

Vote: Motion Passed By Unanimous Roll Call Vote
Aye: Kendal Buckner, Ella Holmes-Hines, Rusty Walker, B.J. Sellers Jr., Carrissa Corbett, Johnny Hoggatt
Absent: Ron Roland

Attachment(s):
Budget Amendments 2026-16

55 Budget Amendment #17 - transferring Water - Sewer Unobligated Funds to fund Change Order No. 1 for DNA Underground for the MCWI - ARPA City Wide Lift Station Improvements Project.

Motion to Approve Budget Amendment #17, Moved By Johnny Hoggatt, **Seconded by** Rusty Walker

Vote: Motion Passed By Unanimous Roll Call Vote
Aye: Kendal Buckner, Ella Holmes-Hines, Rusty Walker, B.J. Sellers Jr., Carrissa Corbett, Johnny Hoggatt
Absent: Ron Roland

Attachment(s):
Budget Amendments 2026-17

55 - A Budget Amendment # 18 - increasing funds in 411 contractual line item for the Professional Services Contract with Cory Watts for Line Dancing Classes.

Motion to Approve Budget Amendment #18, Moved By Carrissa Corbett, **Seconded by** Ella Holmes-Hines

Vote: Motion Passed By Unanimous Roll Call Vote
Aye: Kendal Buckner, Ella Holmes-Hines, Rusty Walker, B.J. Sellers Jr., Carrissa Corbett, Johnny Hoggatt
Absent: Ron Roland

Attachment(s):
Budget Amendments 2026-18

56 Docket of Claims - to be approved through November 5, 2025.

Motion to Approve Docket of Claims, in the amount of $2,484,764.35, Moved By Carrissa Corbett, **Seconded by** Johnny Hoggatt

Vote: Motion Passed By The Following Roll Call Vote
Aye: Kendal Buckner, Rusty Walker, B.J. Sellers Jr., Carrissa Corbett, Johnny Hoggatt
Nay: Ella Holmes-Hines
Absent: Ron Roland

Attachment(s):
Resolution 11042025_56 - Signed

Routine Agenda

Motion to Approve Routine Agenda, as presented, Moved By Ella Holmes-Hines, **Seconded by** Rusty Walker

Vote: Motion Passed By Unanimous Roll Call Vote
Aye: Kendal Buckner, Ella Holmes-Hines, Rusty Walker, B.J. Sellers Jr., Carrissa Corbett, Johnny Hoggatt
Absent: Ron Roland

57 Acknowledgment - of previously approved and subsequently executed Agreements, Contracts, and/or Documents - to be made a part of the minutes.

Attachment(s):
Gulfport 402 Police Traffic Services - Fy26 Grant Agreement 09162025_9 - Executed
Gulf Breeze Construction Inc. Ken Combs Pier 10072025_31 - Executed
Gulf Breeze Construction Inc. Libby Milner Pier 10072025_32 - Executed
Stantec Consulting Services Inc. - Copper Rule Revision Project 10072025_29 - Executed
Congregate Meals South Mississippi Planning & Development District Area Agency 10072025_33 - Executed
GSD - SRO Agreement 09022025_18 - Executed
MOU HCSD Football Field 08192025_10-A - Executed
Extend A Hand Help A Friend, Inc. 10072025_34 - Executed
Gulf Coast Center for Nonviolence, Inc. 10072025_37 - Executed

58 Code Enforcement Notice(s) - to be made a part of the minutes.

Attachment(s):
Code Enforcement Chapter 3 Notices 110425

59 Legal Notice - advertisement for MIMA Paving Phase II Sections 7 & 8.

Attachment(s):
Advertisement - MIMA Paving Phase II Sections 7 & 8

60 Legal Notice - advertisement for Term Contracts.

Attachment(s):
Advertisement - Term Contracts

61 Letter - regarding bid awarded by Purchasing to Ewing Pool & Spa for chlorine - Leisure Services Department - to be made a part of the minutes.

Attachment(s):
Chlorine - Ewing Pool & Spa - LSD

62 Letter - regarding bid awarded by Purchasing to Jazzy Johnz for restrooms - Harbor Lights - to be made a part of the minutes.

Attachment(s):
Restrooms 2026 - Jazzy Johnz - HL

63 Letter - regarding bid awarded by Purchasing to Mosca Design for Christmas Panel Tree and Commercial Garland - City Hall - to be made a part of the minutes.

Attachment(s):
Christmas tree and garland - Mosca - City Hall

64 Letter - regarding bid awarded by Purchasing to Task Force Protection Services for Security - Harbor Lights - to be made a part of the minutes.

Attachment(s):
Security - Task Force - HL

65 Privilege License Report - for the month of September 2025 - to be made a part of the minutes.

Attachment(s):
Privilege License Report - September 2025

66 Public Records Request - for the month of September 2025 - to be made a part of the minutes.

Attachment(s):
September 2025 Records Request

67 Request - authorization for issuance of special check payable to Mandal's, Inc. for Invoice 45920.1 for roof repairs on the Public Works building.

Attachment(s):
FY 26 Memo - Request Approval of Special Check for Invoice 45920.1 for Mandals Roofing - 10-29-2025

68 Request - authorization to enter into negotiations with Garver for CE&I of Northwood Hills Water Main Replacement Project.

Attachment(s):
Garver - CE&I of Northwood Hills Water Main Replacement Project

69 Year-to-Date Budget Reports - for the month ended October 2025 - to be made a part of the minutes.

Attachment(s):
YTD Budget Report as of 10-23-25

Public Agenda

The President called for comments during the Public Agenda.

The following Citizen(s) addressed the Council:

- Dr. Brenda Matthews – 1618 Rich Avenue
- Chris Lane – 18027 Homestead Court
- Kealvin Barnett – 129 Holly Circle
- Sandra Wyche – P.O. Box 1224
- Lisa Barnett -
- David Vincent -
- Willie Starks -

This Concluded the Public Agenda.

Council Comments

Memorial Adjournment

- **Dr. Hoshall Stafford Barrett Jr.**
- **Lt. Colonel Edgar R. Pullis USAF Ret**
- **Mr. Bernard John Papania Sr.**
- **Mr. Crawford Neely Sunny Daughdrill**
- **Mr. Daniel Dylan Joseph Gillis III**
- **Mrs. Jewel Q. Wingo**
- **Mrs. Jill Gary Eure**
- **Mrs. Linda Lee Kahler McCardle**
- **Mrs. Susan Ann Israel Rafferty**
- **Reverend James Beauregard Bo Roberts**

Executive Session

Upon the advice of General Counsel, Motion to Enter Closed Session to make a preliminary determination of the necessity for Executive Session, Moved By B.J. Sellers Jr.**, Seconded by** Johnny Hoggatt

Vote: Motion Passed By Unanimous Roll Call Vote
Aye: Kendal Buckner, Ella Holmes-Hines, Rusty Walker, B.J. Sellers Jr., Carrissa Corbett, Johnny Hoggatt
Absent: Ron Roland

The Council entered Closed Session at 3:46 P.M. In attendance: Councilmembers: Kendal Buckner, Ella Holmes-Hines, Rusty Walker, B.J. Sellers Jr., Carrissa Corbett, Johnny Hoggatt, Mayor Hugh Keating, CAO Wayne Miller, City Attorney Jeff Bruni, Clerk of Council Brittany Rodgers, and Deputy Clerk of Council Brittany Thomas.

Motion to Exit Closed Session at 3:47 P.M., Moved By B.J. Sellers Jr., **Seconded by** Kendal Buckner

Vote: Motion Passed By Unanimous Roll Call Vote
Aye: Kendal Buckner, Ella Holmes-Hines, Rusty Walker, B.J. Sellers Jr., Carrissa Corbett, Johnny Hoggatt
Absent: Ron Roland

No official action was taken during Closed Session.

Upon hearing from General Counsel regarding the nature of the request for Executive Session, Motion to Enter Executive Session at 3:48 P.M. for (1) strategy session with respect to pending workers comp litigation associated with Dillon Malley; (2) strategy session with respect to pending litigation associated with a proposed vacation of right of way being pursued by Emile Ozerden, Brian Haddock, and Leonard Cody, Sr.; (3) strategy session with respect to prospective litigation associated with damaged City property (a police motorcycle) caused by Constance Green (GEICO Insurance Company); (4) strategy session with respect to prospective litigation associated with damaged City property (a police vehicle) caused by Darmie Magee; and (5) strategy session with respect to prospective litigation associated with Change Order No. 1 with DNA Underground, LLC for City Wide Lift Station Improvements Project, Moved By Johnny Hoggatt, **Seconded by** Rusty Walker

Vote: Motion Passed By Unanimous Roll Call Vote
Aye: Kendal Buckner, Ella Holmes-Hines, Rusty Walker, B.J. Sellers Jr., Carrissa Corbett, Johnny Hoggatt
Absent: Ron Roland

The Council entered Executive Session at 3:49 P.M. In attendance: Councilmembers: Kendal Buckner, Ella Holmes-Hines, Rusty Walker, B.J. Sellers Jr., Carrissa Corbett, Johnny Hoggatt, Mayor Hugh Keating, CAO Wayne Miller, City Attorney Jeff Bruni, Director of Engineering Jeremy Harrison (in at 3:55 P.M.), Clerk of Council Brittany Rodgers, and Deputy Clerk of Council Brittany Thomas.

Motion to Exit Executive Session at 4:11 P.M., Moved By B.J. Sellers Jr., **Seconded by** Rusty Walker

Vote: Motion Passed By Unanimous Roll Call Vote
Aye: Kendal Buckner, Ella Holmes-Hines, Rusty Walker, B.J. Sellers Jr., Carrissa Corbett, Johnny Hoggatt
Absent: Ron Roland

No official action was taken during Executive Session.

Upon reconvening in an open meeting, the following actions were taken:

Motion to authorize the City Attorney's Office to agree to the partial vacation of municipal right of way or street that is at issue in the Complaint filed against the City by Emile Ozerden, Brian Haddock, and Leonard Cody, Sr. and being Cause No.: 25-01016(2) in the Chancery Court of Harrison County, First Judicial District, Mississippi (a platted but unimproved street), subject to and with reservation of the City retaining an easement for utility purposes and necessary access and ingress and egress related thereto**, Moved By** B.J. Sellers Jr., **Seconded by** Rusty Walker

Vote: Motion Passed By Unanimous Roll Call Vote
Aye: Kendal Buckner, Ella Holmes-Hines, Rusty Walker, B.J. Sellers Jr., Carrissa Corbett, Johnny Hoggatt
Absent: Ron Roland

Motion to authorize the City Attorney's Office to accept the sum of $4,308.46 from and/or on behalf of Darmie Magee (per Restitution Order from Long Beach Municipal Court), in settlement of the City of Gulfport's claim for property damage arising out of an incident that occurred on December 17, 2024, when Darmie Magee damaged a City vehicle (GPD Unit 4053), and that the City Attorney's Office be authorized to agree to negotiate and approve a schedule of periodic payments to be made to fully satisfy this $4,308.46 amount over a period of time not to exceed 15 months, and on the terms and conditions approved by the City Attorney's Office with the agreement that violations of this schedule and attendant agreements will cause the entire remaining sum to become immediately due and payable plus costs and interest and other fees for collections**, Moved By** B.J. Sellers Jr., **Seconded by** Ella Holmes-Hines

Vote: Motion Passed By Unanimous Roll Call Vote
Aye: Kendal Buckner, Ella Holmes-Hines, Rusty Walker, B.J. Sellers Jr., Carrissa Corbett, Johnny Hoggatt
Absent: Ron Roland

Motion to authorize the City Attorney's Office to accept the sum of $13,85.00, from and/or on behalf of Constance Green and GEICO, in settlement of the City of Gulfport's claim for property damage arising out of an incident that occurred on April 11, 2025, when Constance Green damaged GPD Touring 2017 Harley-Davidson motorcycle (Unit 3973), as well as acceptance of the sum of $1,650.00 for loss of use associated with this property damage, with the terms of this resolution to include the totaled (damaged) City motorcycle being retained by GEICO, and that the Mayor and City Attorney's Office be authorized to execute any and all documents necessary to effectuate this property damage settlement on behalf of the City, including, without limitation, any releases and the agreed relinquishment of the motorcycle (Unit 3973) to GEICO due to the extent of the damage which repairs would have exceeded the value of the vehicle as confirmed by the Police Department. Expressly excepted from and NOT included in this resolution is any and all other claims the City has or may or will have arising out of this April 11, 2025 incident, including, but not limited to, workers' compensation liens or subrogation**, Moved By** B.J. Sellers Jr., **Seconded by** Kendal Buckner

Vote: Motion Passed By Unanimous Roll Call Vote
Aye: Kendal Buckner, Ella Holmes-Hines, Rusty Walker, B.J. Sellers Jr., Carrissa Corbett, Johnny Hoggatt
Absent: Ron Roland

Motion to authorize the City, by and through the City Attorney's Office, to resolve the pending workers' compensation claim of Dillon Malley (MWCC NO. 2409234-T-3173-C) on a Section 9(i) basis for the total sum of $50,000.00 and to authorize and/or ratify any and all acts required of the City and or its attorneys to effectuate said settlement**, Moved By** B.J. Sellers Jr., **Seconded by** Johnny Hoggatt

Vote: Motion Passed By Unanimous Roll Call Vote
Aye: Kendal Buckner, Ella Holmes-Hines, Rusty Walker, B.J. Sellers Jr., Carrissa Corbett, Johnny Hoggatt
Absent: Ron Roland

Setting of Next Meeting and Adjournment

There being no further business to come before the Council at this time, Motion to Adjourn in memory of Dr. Hoshall Stafford Barrett Jr., Lt. Colonel Edgar R. Pullis USAF Ret, Mr. Bernard John Papania Sr., Mr. Crawford Neely "Sunny" Daughdrill, Mr. Daniel "Dylan" Joseph Gillis III, Mrs. Jewel Q. Wingo, Mrs. Jill Gary Eure, Mrs. Linda Lee Kahler McCardle, Mrs. Susan Ann Israel Rafferty, Reverend James Beauregard "Bo" Roberts, until November 18, 2025, at 1:30 P.M. for a Regular Meeting, Moved By B.J. Sellers Jr., **Seconded by** Johnny Hoggatt

Vote: Motion Passed By Unanimous Roll Call Vote
Aye: Kendal Buckner, Ella Holmes-Hines, Rusty Walker, B.J. Sellers Jr., Carrissa Corbett, Johnny Hoggatt
Absent: Ron Roland

Agenda Adjustments

18 - A Resolution - approving Professional Services Contract with Cory Watts for Line Dancing Classes, and for related purposes.

43 - A Resolution - authorizing recognition of Friday, November 28, 2025, in further observance of the Thanksgiving Holiday and of Friday, December 26, 2025, in further observance of the Christmas Holiday and of Friday, January 2, 2026, in further observance of the New Year Holiday, as proclaimed by the Governor of the State of Mississippi, and for related purposes.

43 - B Resolution - reconfirming and extending the status of a State of Emergency due to the impacts of Hurricane Zeta on the City of Gulfport, and for related purposes.

43 - C Ordinance - amending Section 1-41 of the Code of Ordinances regarding the start time for the Gulfport City Council's 2nd Regular Meeting of the Month, and for related purposes.

43 - D Ordinance - waiver of late fees on utility bills issued from and after November 4, 2025, through November 30, 2025, in connection with the ongoing Federal Government shutdown, and for related purposes.

55 - A Budget Amendment # 18 - increasing funds in 411 contractual line item for the Professional Services Contract with Cory Watts for Line Dancing Classes.

City Council | Minutes

Tuesday, November 18, 2025 – 1:30 PM

City Hall – Council Chambers
2309 15th Street, Gulfport

1:30 PM Invocation, Pledge of Allegiance, Call to Order

The Mayor and Members of Council met at City Hall at 1:30 PM, on the above date, same being an adjourned meeting from a Regular Meeting on November 4, 2025, at 1:30 P.M.

Present: Mayor Hugh Keating, CAO Wayne Miller, City Attorney Jeff Bruni, Clerk of Council Brittany Rodgers, Deputy Clerk of Council Brittany Thomas, **Councilmembers**: Kendal Buckner, Ella Holmes-Hines, Rusty Walker, B.J. Sellers Jr., Carrissa Corbett, and Johnny Hoggatt. **Absent**: Councilmember Ron Roland.

The President announced a quorum and called the meeting to order.

Agenda Order Confirmation or Adjustment of the Agenda Order

Motion to Accept the Agenda, with the following adjustments; delete items 5, 8 and 15; at the Administration's request., add Item 1 – A – Ratification - of appointment for Director of Finance and Accounting., add Item 5 – A – Ordinance - amending Section 1-41 of the Code of Ordinances regarding the start time for the Gulfport City Council's first Regular Meeting of the Month, and for related purposes., add item 37 – A - Request - authorization for issuance of special check payable to JP Morgan for the Statement due November 25, 2025., Moved By B.J. Sellers Jr., **Seconded by** Carrissa Corbett

Vote: Motion Passed By Unanimous Roll Call Vote
Aye: Kendal Buckner, Ella Holmes-Hines, Rusty Walker, B.J. Sellers Jr., Carrissa Corbett, Johnny Hoggatt
Absent: Ron Roland

Presentation Agenda

- **Mayor's Report**

Policy Issues

Hearings / Appeals

1 Code Enforcement Hearing - on resolution to declare that certain properties are in such a state of uncleanliness as to be a menace to the public health, safety and welfare of the community and to authorize advertisements for bids and lot clean-ups and/or demolitions.

Motion to Open the Code Enforcement Hearing, Moved By B.J. Sellers Jr., **Seconded by** Carrissa Corbett

Vote: Motion Passed By Unanimous Roll Call Vote
Aye: Kendal Buckner, Ella Holmes-Hines, Rusty Walker, B.J. Sellers Jr., Carrissa Corbett, Johnny Hoggatt
Absent: Ron Roland

There being no one present to address the Council, Motion to Close the Hearing and Approve the Resolution, Moved By B.J. Sellers Jr., **Seconded by** Ella Holmes-Hines

Vote: Motion Passed By The Following Roll Call Vote
Aye: Kendal Buckner, Ella Holmes-Hines, Rusty Walker, B.J. Sellers Jr., Carrissa Corbett, Johnny Hoggatt
Absent: Ron Roland

Attachment(s):
Resolution 11182025_1 – Signed

1 - A Ratification - of appointment for Director of Finance and Accounting.

Motion to Ratify the appointment of Kini Gonsoulin to Director of Finance and Accounting, Moved By Ella Holmes-Hines, **Seconded by** Rusty Walker

Vote: Motion Passed By Unanimous Roll Call Vote
Aye: Kendal Buckner, Ella Holmes-Hines, Rusty Walker, B.J. Sellers Jr., Carrissa Corbett, Johnny Hoggatt
Absent: Ron Roland

Minutes / Appointments

Recommendations

2 Recommendation from City Engineer to Accept for Perpetual Maintenance - Landon Green Subdivision Phase 4 & 5 water and sewer.

Motion to Approve, Moved By Ella Holmes-Hines, **Seconded by** Carrissa Corbett

Vote: Motion Passed By Unanimous Roll Call Vote
Aye: Kendal Buckner, Ella Holmes-Hines, Rusty Walker, B.J. Sellers Jr., Carrissa Corbett, Johnny Hoggatt
Absent: Ron Roland

Attachment(s):
Landon Green Phases 4 5 - MEMO Accept Water Sewer for Perpetual Maintenance 31OCT2025

3 Recommendation from Planning Commission to Amend Zoning Ordinance - amending Zoning Map to rezone properties to T4+(Genral Urban Zone "Plus") - 139 Palmetto Lane, 418 16th Street - Case #2510PC119 - Ward 2.

Motion to Adopt Ordinance, Moved By B.J. Sellers Jr., **Seconded by** Carrissa Corbett

Vote: Motion Passed By Unanimous Roll Call Vote
Aye: Kendal Buckner, Ella Holmes-Hines, Rusty Walker, B.J. Sellers Jr., Carrissa Corbett, Johnny Hoggatt
Absent: Ron Roland

Attachment(s):
Ordinance 3543 11182025_3 - Signed

4 Recommendation from Planning Commission to Amend Zoning Ordinance - amending Zoning Map to rezone properties to T5 (Urban Center Zone) - 2100 24th Avenue, 2122 24th Avenue - Case #2511PC122 - Ward 3.

Motion to Adopt Ordinance, Moved By Ella Holmes-Hines, **Seconded by** Rusty Walker

Vote: Motion Passed By Unanimous Roll Call Vote
Aye: Kendal Buckner, Ella Holmes-Hines, Rusty Walker, B.J. Sellers Jr., Carrissa Corbett, Johnny Hoggatt
Absent: Ron Roland

Attachment(s):
Ordinance 3544 11182025_4 - Signed

Ordinances

5 Ordinance - providing for the salary of compensation for one (1) "Building Plans Reviewer" position, and for related purposes.

- Deleted -

5 - A Ordinance - amending Section 1-41 of the Code of Ordinances regarding the start time for the Gulfport City Council's first Regular Meeting of the Month, and for related purposes.

Motion to Adopt Ordinance, Moved By Carrissa Corbett, **Seconded by** Kendal Buckner

Vote: Motion Failed By The Following Roll Call Vote
Aye: Kendal Buckner, Ella Holmes-Hines, Carrissa Corbett
Nay: Rusty Walker, B.J. Sellers Jr., Johnny Hoggatt
Absent: Ron Roland

Motion Failed.

Resolutions

6 Reconsideration - of Resolution - approving Letter Agreement with Mauldin & Jenkins, LLC, to provide Auditing Services to the City of Gulfport for Fiscal Year Ending 2025, and for related purposes.

Motion to Reconsider, Moved By Kendal Buckner, **Seconded by** Carrissa Corbett

Vote: Motion Failed By The Following Roll Call Vote
Aye: Kendal Buckner, Ella Holmes-Hines, Carrissa Corbett
Nay: Rusty Walker, B.J. Sellers Jr., Johnny Hoggatt
Absent: Ron Roland

Motion Failed.

7 Resolution - approving Agreement with Mississippi Police Chiefs Association associated with competitive testing within the Police Department, and for related purposes.

Motion to Approve, Moved By Ella Holmes-Hines, **Seconded by** Carrissa Corbett

Vote: Motion Passed By Unanimous Roll Call Vote
Aye: Kendal Buckner, Ella Holmes-Hines, Rusty Walker, B.J. Sellers Jr., Carrissa Corbett, Johnny Hoggatt
Absent: Ron Roland

Attachment(s):
Resolution 11182025_7 - Signed

8 Resolution - approving amended Professional Services Contract with SAFEbuilt, LLC, and for related purposes.

- Deleted -

9 Resolution - approving Professional Services Contract with Machado Patano Design Group, and for related purposes.

Motion to Approve as amended NTE $90,000, Moved By Ella Holmes-Hines, **Seconded by** Rusty Walker

Vote: Motion Passed By Unanimous Roll Call Vote
Aye: Kendal Buckner, Ella Holmes-Hines, Rusty Walker, B.J. Sellers Jr., Carrissa Corbett, Johnny Hoggatt
Absent: Ron Roland

Attachment(s):
Resolution 11182025_9 - Signed

10 Resolution - accepting donation of funds for a Memorial Bench and Plaque in Jones Park, and for related purposes.

Motion to Approve, Moved By Ella Holmes-Hines, **Seconded by** Carrissa Corbett

Vote: Motion Passed By Unanimous Roll Call Vote
Aye: Kendal Buckner, Ella Holmes-Hines, Rusty Walker, B.J. Sellers Jr., Carrissa Corbett, Johnny Hoggatt
Absent: Ron Roland

Attachment(s):
Resolution 11182025_10 - Signed

11 Resolution - accepting donation of funds from Tractor Supply for the Gulfport Fire Department, and for related purposes.

Motion to Approve, Moved By Ella Holmes-Hines, **Seconded by** Carrissa Corbett

Vote: Motion Passed By Unanimous Roll Call Vote
Aye: Kendal Buckner, Ella Holmes-Hines, Rusty Walker, B.J. Sellers Jr., Carrissa Corbett, Johnny Hoggatt
Absent: Ron Roland

Attachment(s):
Resolution 11182025_11 - Signed

12 Resolution - approving the temporary closure of municipal right of way for the 2025 Deck the Halls Event, and for related purposes.

Motion to Approve, Moved By Ella Holmes-Hines, **Seconded by** Carrissa Corbett

Vote: Motion Passed By Unanimous Roll Call Vote
Aye: Kendal Buckner, Ella Holmes-Hines, Rusty Walker, B.J. Sellers Jr., Carrissa Corbett, Johnny Hoggatt
Absent: Ron Roland

Attachment(s):
Resolution 11182025_12 - Signed

13 Resolution - approving the temporary closure of municipal right of way for the 2025 Sugarplum Christmas Parade, and for related purposes.

Motion to Approve, Moved By Ella Holmes-Hines, **Seconded by** Carrissa Corbett

Vote: Motion Passed By Unanimous Roll Call Vote
Aye: Kendal Buckner, Ella Holmes-Hines, Rusty Walker, B.J. Sellers Jr., Carrissa Corbett, Johnny Hoggatt
Absent: Ron Roland

Attachment(s):
Resolution 11182025_13 - Signed

14 Resolution - approving the temporary closure of municipal right of way for the Annual Mistletoe and Main Street Christmas Event, and for related purposes.

Motion to Approve, Moved By Ella Holmes-Hines, **Seconded by** Carrissa Corbett

Vote: Motion Passed By Unanimous Roll Call Vote
Aye: Kendal Buckner, Ella Holmes-Hines, Rusty Walker, B.J. Sellers Jr., Carrissa Corbett, Johnny Hoggatt
Absent: Ron Roland

Attachment(s):
Resolution 11182025_14 - Signed

15 Resolution - authorizing an expenditure (in the form of an in-kind donation) for advertising and bringing into favorable notice the opportunities, possibilities and resources of the City of Gulfport in connection with the 26th Annual Christmas on the Bayou Boat Parade, and for related purposes.

- Deleted -

16 Resolution - authorizing the submission of the Microsoft EA Annual True-Up Statement, and for related purposes.

Motion to Approve, Moved By Johnny Hoggatt, **Seconded by** Rusty Walker

Vote: Motion Passed By Unanimous Roll Call Vote
Aye: Kendal Buckner, Ella Holmes-Hines, Rusty Walker, B.J. Sellers Jr., Carrissa Corbett, Johnny Hoggatt
Absent: Ron Roland

Attachment(s):
Resolution 11182025_16 - Signed

17 Resolution - in support of funding completion of the lower Mississippi River Comprehensive Management Study and requesting Congress to hold a Field Hearing regarding Bonnet Carre Spillway and the proposed Northern Gulf Estuary Protection Act, and for related purposes.

Motion to Approve, Moved By Ella Holmes-Hines, **Seconded by** Johnny Hoggatt

Vote: Motion Passed By Unanimous Roll Call Vote
Aye: Kendal Buckner, Ella Holmes-Hines, Rusty Walker, B.J. Sellers Jr., Carrissa Corbett, Johnny Hoggatt
Absent: Ron Roland

Attachment(s):
Resolution 11182025_17 - Signed

Budget Amendments / Docket of Claims

18 Budget Amendment #19 - reallocating funds in the IT budget.

Motion to Approve Budget Amendment #19, Moved By Johnny Hoggatt, **Seconded by** Carrissa Corbett

Vote: Motion Passed By Unanimous Roll Call Vote
Aye: Kendal Buckner, Ella Holmes-Hines, Rusty Walker, B.J. Sellers Jr., Carrissa Corbett, Johnny Hoggatt
Absent: Ron Roland

Attachment(s):
Budget Amendments 2026-19

19 Budget Amendment #20 - appropriating funds accepted for Memorial Bench.

Motion to Approve Budget Amendments #20, Moved By Johnny Hoggatt, **Seconded by** Carrissa Corbett

Vote: Motion Passed By Unanimous Roll Call Vote
Aye: Kendal Buckner, Ella Holmes-Hines, Rusty Walker, B.J. Sellers Jr., Carrissa Corbett, Johnny Hoggatt
Absent: Ron Roland

Attachment(s):
Budget Amendments 2026-20

20 Budget Amendment #21 - allocating funds from Tractor Supply donation to Gulfport Fire Department motor vehicle repair account.

Motion to Approve Budget Amendment #21, Moved By Johnny Hoggatt, **Seconded by** Carrissa Corbett

Vote: Motion Passed By Unanimous Roll Call Vote
Aye: Kendal Buckner, Ella Holmes-Hines, Rusty Walker, B.J. Sellers Jr., Carrissa Corbett, Johnny Hoggatt
Absent: Ron Roland

Attachment(s):
Budget Amendments 2026-21

21 Budget Amendment #22 - transferring funds from Training Program FY 2025 to FY2026 in the Fire Department budget.

Motion to Approve Budget Amendment #22, Moved By Johnny Hoggatt, **Seconded by** Carrissa Corbett

Vote: Motion Passed By Unanimous Roll Call Vote
Aye: Kendal Buckner, Ella Holmes-Hines, Rusty Walker, B.J. Sellers Jr., Carrissa Corbett, Johnny Hoggatt
Absent: Ron Roland

Attachment(s):
Budget Amendments 2026-22

22 Budget Amendment #23 - allocating funds of the MOHS Grant No. 25HS202T.

Motion to Approve Budget Amendment #23, Moved By Johnny Hoggatt, **Seconded by** Carrissa Corbett

Vote: Motion Passed By Unanimous Roll Call Vote
Aye: Kendal Buckner, Ella Holmes-Hines, Rusty Walker, B.J. Sellers Jr., Carrissa Corbett, Johnny Hoggatt
Absent: Ron Roland

Attachment(s):
Budget Amendments 2026-23

23 Docket of Claims - to be approved through November 19, 2025.

Motion to Approve Docket of Claims, in the amount of $5,068,727.39, Moved By B.J. Sellers Jr., **Seconded by** Rusty Walker

Vote: Motion Passed By The Following Roll Call Vote
Aye: Kendal Buckner, Rusty Walker, B.J. Sellers Jr., Carrissa Corbett, Johnny Hoggatt
Nay: Ella Holmes-Hines
Absent: Ron Roland

Attachment(s):
Resolution 11182025_23 - Signed

Routine Agenda

Motion to Approve Routine Agenda, as presented, excluding item #35, Moved By B.J. Sellers Jr., **Seconded by** Rusty Walker

Vote: Motion Passed By Unanimous Roll Call Vote
Aye: Kendal Buckner, Ella Holmes-Hines, Rusty Walker, B.J. Sellers Jr., Carrissa Corbett, Johnny Hoggatt
Absent: Ron Roland

24 Acknowledgment - of previously approved and subsequently executed Agreements, Contracts, and/or Documents - to be made a part of the minutes.

25 Approval - of the 2026 City of Gulfport Calendar.

Attachment(s):
2026 Calendar
Holiday List 2026

26 Approval - of the Final Report for H20 Innovation Operation & Maintenance, LLC's Performance Report for Water & Sewer Maintenance, Streets & Drainage Maintenance, and Solid Waste for FY 2023 - FY 2024.

Attachment(s):
FY 2023-2024 EOY Final Report

27 Acceptance - of H20 Innovation Operation & Maintenance, LLC's Performance Report for Water & Sewer Maintenance and Streets & Drainage Maintenance for FY 2023 - 2024; and authorizing the Release of Retainage via special check.

Attachment(s):
Recommendation to Release Retainage H2O FY 23-24

28 Code Enforcement Notice(s) - to be made a part of the minutes.

Attachment(s):
Code Enforcement Chapter 3 Notices 111825

29 Legal Notice - advertisement for sealed bid for Pickleball Courts.

Attachment(s):
Advertisement

30 Letter - regarding bid awarded by Purchasing to Howard Industries for Bayou View Camera Project - Police Department - to be made a part of the minutes.

Attachment(s):
Camera Project - Howard - PD

31 Letter - regarding bid awarded by Purchasing to Hydra-Stop LLC for 8" Insta-Valve - Public Works Department - to be made a part of the minutes.

Attachment(s):
8 insta-valve - Hydra - PW

32 Letter - regarding bid awarded by Purchasing to Lockstep Technology Group for Cisco VG400 Analog Voice Gateway - Information Systems Department - to be made a part of the minutes.

Attachment(s):
Cisco - Lockstep - IT

33 Letter - regarding bid awarded by Purchasing to USIQ Inc for Molly Duty Equipment - Police Department - to be made a part of the minutes.

Attachment(s):
Molle duty equ - USIQ - PD

34 Privilege License Report - for the month of October 2025 - to be made a part of the minutes.

Attachment(s):
Privilege License Report - October 2025

35 Ratification - of HOME Funds - Executed TBRA Agreements - to be made part of the minutes.

*** Councilmember Carrissa Corbett recused from the Chambers during the discussion and vote on this item.**

Motion to Approve, Moved By Johnny Hoggatt, **Seconded by** Ella Holmes-Hines

Vote: Motion Passed By Unanimous Roll Call Vote
Aye: Kendal Buckner, Ella Holmes-Hines, Rusty Walker, B.J. Sellers Jr., Johnny Hoggatt
Recused: Carrissa Corbett
Absent: Ron Roland

Attachment(s):
00_CC_MEMO_CD_11.6.2025_HOME_TBRA_AGMTS
01_a-c_TBRA_BBM_2025.11.07
02_a-c_TBRA_CLIMB_2025.11.07
03_a-c_TBRA_SMHA_2025.11.07

36 Request - authorization for issuance of special check for the 2025 Gulfport Harbor Lights Winter Festival temporary change fund.

Attachment(s):
2025 GHLWF Change Fund

37 Request - authorization for issuance of special check payable to H2O Innovation Operation & Maintenance, LLC for Invoice 2024-RET-WS and Invoice 2024-SD.

37 - A Request - authorization for issuance of special check payable to JP Morgan for the Statement due November 25, 2025.

Attachment(s):
November 2025 memo from PURCHASING AGENT - for special check to pay JP Morgan credit card statement - 11 18 2025

38 Request - authorization to enter into negotiations with various Engineering Firms for the Master Services Agreement.

Attachment(s):
Memo and Tab Sheet

Public Agenda

The President called for comments during the Public Agenda.

The following Citizen(s) addressed the Council:

- Sandra Wyche - P.O. Box 1224
- Pamela Footman -
- Kealvin Barnett - 129 Holly Circle
- Ruth Robinson -
- Julia Marsh -1911 39th Avenue
- David Vincent - 231 Oakwood Drive
- Elisha Webb Coker - 10542 Steeplechase Drive

This Concluded the Public Agenda.

Council Comments

Memorial Adjournment

Executive Session

Upon the advice of General Counsel, Motion to Enter Closed Session to make a preliminary determination of the necessity for Executive Session, Moved By B.J. Sellers Jr.**, Seconded by** Rusty Walker

Vote: Motion By Unanimous Roll Call Vote
Aye: Kendal Buckner, Ella Holmes-Hines, Rusty Walker, B.J. Sellers Jr., Carrissa Corbett, Johnny Hoggatt
Absent: Ron Roland

The Council entered Closed Session at 3:44 P.M. In attendance: Councilmembers: Kendal Buckner, Ella Holmes-Hines, Rusty Walker, B.J. Sellers Jr., Carrissa Corbett, Johnny Hoggatt, Mayor Hugh Keating, City Attorney Jeff Bruni, Deputy Clerk of Council Brittany Thomas.

Motion to Exit Closed Session at 3:49 P.M., Moved By Kendal Buckner, **Seconded by** Carrissa Corbett

Vote: Motion Passed By Unanimous Roll Call Vote
Aye: Kendal Buckner, Ella Holmes-Hines, Rusty Walker, B.J. Sellers Jr., Carrissa Corbett, Johnny Hoggatt
Absent: Ron Roland

No official action was taken during Closed Session.

Upon hearing from General Counsel regarding the nature of the request for Executive Session, Motion to Enter Executive Session at 3:49 P.M. for (1) strategy session with respect to prospective litigation associated with damaged City property (damaged stop sign) caused by Aaron Miller; (2) strategy session with respect to prospective litigation associated with damaged City property (several different police vehicles) caused by Dangel Wills; and (3) strategy session with respect to prospective litigation associated with damaged City property (a Fire Department vehicle) caused by Millard Luper., Moved By B.J. Sellers Jr., **Seconded by** Johnny Hoggatt

Vote: Motion Passed By Unanimous Roll Call Vote
Aye: Kendal Buckner, Ella Holmes-Hines, Rusty Walker, B.J. Sellers Jr., Carrissa Corbett, Johnny Hoggatt
Absent: Ron Roland

The Council entered Executive Session at 3:49 P.M. In attendance: Councilmembers: Kendal Buckner, Ella Holmes-Hines, Rusty Walker, B.J. Sellers Jr., Carrissa Corbett, Johnny Hoggatt, Mayor Hugh Keating, CAO Wayne Miller (in at 3:51 P.M.), City Attorney Jeff Bruni, Deputy Clerk of Council Brittany Thomas.

Motion to Exit Executive Session at 3:55 P.M., Moved By Ella Holmes-Hines, **Seconded by** Carrissa Corbett

Vote: Motion Passed By Unanimous Roll Call Vote
Aye: Kendal Buckner, Ella Holmes-Hines, Rusty Walker, B.J. Sellers Jr., Carrissa Corbett, Johnny Hoggatt
Absent: Ron Roland

No official action was taken during Executive Session.

Upon reconvening in an open meeting, the following actions were taken:

Motion to authorize the City Attorney's Office to accept the sum of $6,524.50, from and/or on behalf of Millard Luper, in settlement of the City of Gulfport's claim for property damage arising out of an incident that occurred on March 15, 2025, when Mr. Luper damaged a City Fire Department vehicle, and the Mayor and City Attorney's office be authorized to agree to negotiate and approve a schedule of periodic payments to be made to fully satisfy this $6,524.50, over a period of time not to exceed 7 years on terms and conditions approved by the City Attorney's Office with the agreements will cause the entire remaining sum to become immediately due and payable plus costs and interests and other fees for collections.**, Moved By** B.J. Sellers Jr., **Seconded by** Rusty Walker

Vote: Motion Passed By Unanimous Roll Call Vote
Aye: Kendal Buckner, Ella Holmes-Hines, Rusty Walker, B.J. Sellers Jr., Carrissa Corbett, Johnny Hoggatt
Absent: Ron Roland

Motion to authorize the City Attorney's Office to be authorized to accept the sum of $4,180.03, from and/or on behalf of Dangel Wills, in settlement of the City of Gulfport's claim for property damage arising out of an incident that occurred on April 12, 2024, when Ms. Wills damaged three (3) City police vehicles (GPD Units 3952, 3961, and 4069), and the Mayor and City Attorney's office be authorized to agree to negotiate and approve a schedule of periodic payments to be made to fully satisfy this $4,180.03, over a period of time not to exceed 24 months on terms and conditions approved by the City Attorney's Office with the agreement that violations of this schedule and attendant agreements will cause the entire remaining sum to become immediately due and payable plus costs and interest and other fees for collections.**, Moved By** B.J. Sellers Jr., **Seconded by** Rusty Walker

Vote: Motion Passed By Unanimous Roll Call Vote
Aye: Kendal Buckner, Ella Holmes-Hines, Rusty Walker, B.J. Sellers Jr., Carrissa Corbett, Johnny Hoggatt
Absent: Ron Roland

Motion to authorized the City Attorney's Office to be authorized to accept the sum of $139.33, from and/or on behalf of Aaron Miller, in settlement of the City of Gulfport's claim for property damage arising out of an incident that occurred on August 9, 2025, when Mr. Miller damaged a City stop sign, and the Mayor and City Attorney's office be authorized to agree to negotiate and approve a schedule of periodic payments to be made to fully satisfy this $139.33, over a period of time not to exceed 4 months on terms and conditions approved by the City Attorney's Office with the agreement that violations of this schedule and attendant agreements will cause the entire remaining sum to become immediately due and payable plus costs and interest and other fees for collections.**, Moved By** B.J. Sellers Jr., **Seconded by** Rusty Walker

Vote: Motion Passed By Unanimous Roll Call Vote
Aye: Kendal Buckner, Ella Holmes-Hines, Rusty Walker, B.J. Sellers Jr., Carrissa Corbett, Johnny Hoggatt
Absent: Ron Roland

Setting of Next Meeting and Adjournment

There being no further business to come before the Council at this time, Motion to Adjourn until December 2, 2025, at 1:30 P.M. for a Regular Meeting, Moved By B.J. Sellers Jr., **Seconded by** Carrissa Corbett

Vote: Motion Passed By Unanimous Roll Call Vote
Aye: Kendal Buckner, Ella Holmes-Hines, Rusty Walker, B.J. Sellers Jr., Carrissa Corbett, Johnny Hoggatt
Absent: Ron Roland

Agenda Adjustments

1 - A Ratification - of appointment for Director of Finance and Accounting.

5 - A Ordinance - amending Section 1-41 of the Code of Ordinances regarding the start time for the Gulfport City Council's first Regular Meeting of the Month, and for related purposes.

37 - A Request - authorization for issuance of special check payable to JP Morgan for the Statement due November 25, 2025.

December 10, 2025

Council President F.B. "Rusty" Walker, IV
Councilman Kendal Lamar Buckner
Councilman Ron P. Roland
Councilwoman Ella Holmes-Hines
Councilman B.J. Sellers, Jr.
Councilwoman Carrissa Corbett
Councilman Johnny Hoggatt

Dear Council Members:

I respectfully submit to you for consideration the reappointment of two members and the appointment of three new members to the City of Gulfport Election Commission.

Member	Status	Date Term Expires
Ferrell Alman	Reappointment	June 30, 2029
Anthony Thompson	New Appointment	June 30, 2029
Laithan Simmerman	New Appointment	June 30, 2029
Madeline Randall Walker	New Appointment	June 30, 2029
Teresa Youngblood	New Appointment	June 30, 2029

I have attached complete resumes of the new appointees for your review. I sincerely appreciate your consideration of their appointments.

Respectfully yours,

Hugh D. Keating
Mayor

Office of the Mayor | P.O. Box 1780 | Gulfport, MS 39502
2309 15th Street | Gulfport, MS 39501
P: 228.868.5801 | E: hkeating@gulfport-ms.gov | www.gulfport-ms.gov

Teresa Youngblood
Email: tdjyoungblood@gmail.com
Phone: (228) 596-1527

PROFESSIONAL EXPERIENCE

Human Resources/Business Consultant | ACC, LLC | 2009-Present

- Provide TTA to medical professionals and support staff, ensuring outcomes aligned with federal standards and program objectives.
- Managed remote teams to deliver high-quality, responsive, and outcomes-based TTA services, ensuring the timely completion of all contract deliverables.
- Developed and implemented systems to assess program performance using data from child assessments, school readiness metrics, and family engagement, leading to an 80% improvement in program effectiveness.
- Implemented continuous professional development initiatives for staff, conducting at least two formal observations per performance period to assess and enhance the quality of services.
- Led the creation and submission of comprehensive reports, including monthly and quarterly aggregated TTA plans, and recipient-specific activity reports to meet OHS requirements.
- Collaborated closely with stakeholders, including HHS, ACF, and OHS, to ensure the coordination of services and the alignment with national and regional priorities.
- Developed and implemented quality assurance processes to ensure the accuracy and impact of TTA deliverables.
-

UnitedHealth Group – Remote
Marketing & Training Specialist
May 2018 –2021
Led outreach and training initiatives across underserved communities with a focus on Medicaid members, leveraging data to shape programs and maximize engagement.

- Designed and implemented scalable outreach strategies to strengthen community partnerships and promote educational health initiatives.
- Built coalitions with local institutions to expand program reach, increase member retention, and enhance enrollment by 15% over target.
- Facilitated educational sessions and provided continuous support to members and community partners.
- Leveraged member feedback and program data to refine engagement and support strategies.

Teresa Youngblood
Email: tdjyoungblood@gmail.com
Phone: (228) 596-1527

SMATF – Biloxi, MS
Executive Director
April 2014 – May 2018
Directed daily operations and strategic planning for a federally funded nonprofit supporting underserved populations.

- Managed cross-sector partnerships and worked with board committees to align program delivery with financial and educational objectives.
- Conducted educational workshops on board governance, compliance, and health education (HIV/AIDS).
- Ensured programmatic compliance with state and federal guidelines, maintaining funding eligibility and partner satisfaction.
- Oversaw training, leadership development, and strategic planning for internal staff and external partners.

General Dynamics Information Technology – Nationwide
Training Specialist
September 2012 – April 2014
Delivered government-sponsored training sessions and ensured effective knowledge transfer in multi-site operations.

- Conducted in-person training aligned with regulatory guidelines and training goals.
- Managed logistics and stakeholder coordination to optimize the impact of each training initiative.

Hope Community Development Agency – Biloxi, MS
Development Coordinator
September 2008 – November 2012
Managed multiple grant-funded educational and workforce development programs focused on underserved populations.

- Evaluated program outcomes and submitted compliance reports to funders.
- Drafted and presented grant proposals, securing sustainable funding.
- Led cross-functional teams to ensure grant objectives and educational impact were achieved.

Teresa Youngblood
Email: tdjyoungblood@gmail.com
Phone: (228) 596-1527

EDUCATION

University of Southern Mississippi
Bachelor of Science – Business Administration, Marketing & Hospitality Management

- Completed advanced coursework in Business Administration and Human Resources, including Diversity & Inclusion and Legal Compliance.

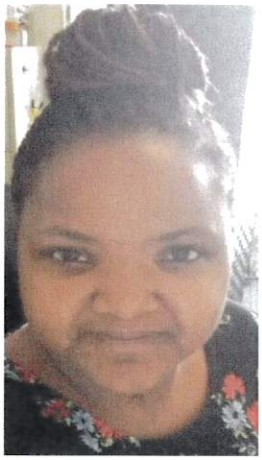
Master of Business Administration

TECHNICAL & PROFESSIONAL SKILLS

- **CRM & LMS Tools:** Salesforce, PeopleSoft, Canvas (familiarity), Microsoft Office Suite
- **Program & Data Management:** Budgeting, impact tracking, stakeholder reporting
- **Training & Facilitation:** Curriculum delivery, session logistics, trainer development
- **DEI & Compliance:** HIPAA, ADA, SHRM practices

AFFILIATIONS

- **Society for Human Resources Management (SHRM)** – Gulf Coast Chapter, *Director of Diversity & Inclusion*



Teresa Youngblood, CEO
Alternative Consulting Concepts, LLC

Teresa is founder and CEO of Alternative Concepts Consulting, LLC, bringing more than 15 years of executive experience and Leadership and Development training to the business. Teresa spent more than 8 years as a Training Specialist and Development Director for two Gulf Coast Nonprofits and was Executive Director of another for 2 years. She also served in the role of Business Manager and Training Coordinator for two Mental Health Practices in the state of Mississippi & Washington DC. She is a native of the Mississippi Gulf Coast and is enthusiastic about promoting positive change and economic growth in her coastal community. Her career includes a degree in Hospitality Management and Business Administration from the University of Southern MS where she also earned her MBA. With encouragement from friends and colleagues, Teresa started Alternative Consulting Concepts 16 years ago and has been promoting education through Leadership Training and Business writing ever since. In her spare time, she is an avid volunteer with youth programs where she helps young people to determine their life's path. She also volunteers and cares for the elderly. She is a devoted mother, wife, sister, daughter, and friend. Grateful for all the mentors she has had in life, she is always sure to "pay it forward."

Civil Service Com.

2719 East David Drive
Gulfport, MS. 39503

(228) 326-3185
Anthonyt78@hotmail.com

Anthony Thompson

Objective

To provide requested information needed for a loan from The First Bank

Experience

Current - 2003 **Tabernacle of Faith Ministries** **Gulfport, MS**

Senior Pastor

- Created The Mighty Men of Valor Ministries.
- Established P.O.W. (Power of Women in the Gospel).
- NGL (New General Leaders) which is a leadership curriculum taught in Middle and High Schools in the Harrison County School District.
- Community Organizer

2009-2011 **Jackson County Community Action Committee**

- Class Facilitator
  Healthy Marriage
  24/7 Dad
  YES (Youth Engaged in Service)

2006 – 2009 **Amos Network**

- Community Organizer

1997-2002 **Faith, Hope and Deliverance Church**
Gulfport MS

Assistant Pastor

- Leader for the Men's Ministry
- Vice – President of the Fellowship. A group of churches from Mississippi and Alabama created to evangelize and win souls.

1995–1997 **Second Sweet Home Baptist Church**
Gulfport, MS

Minister

- Head of the Church Ministerial Staff.
- Cell Group Leader.

Education

1973–1977 Harrison Central High School Gulfport, MS

- 1978 St. Louis High School in Honolulu, HA
- 1977 – 1981 US Army

Interests Teaching, gardening, carpentry, networking, mentoring

Associations

- Steps Coalition 2012
  Board of Directors
- Renaissance Corporation 2009- current
  Advisory Board
- Gulf Regional Planning Commission
  Working Group for Transportation and Economic Development
- Operation People for Peace 2012
  State Representative for BP Oil Spill for Mississippi

Other Accomplishment Certification in the following:

- Critical Stress Management
- 24/7 Dad
- Healthy Marriage
- The Model Contractors Class

Mississippi Bar Association Harriet Tubman Award

G. Laithan Simmerman

6 Villa Cove Drive | Gulfport, Mississippi | 251-234-9305
glsimmerman@gmail.com

EDUCATION

Mississippi College School of Law — Jackson, MS
Doctor of Jurisprudence — *2020*
Elected Student Body President, Student Bar Association

Mississippi State University — Starkville, MS
Bachelor of Arts in Political Science — *2017*

BAR ADMISSIONS

- ***Mississippi*, 2020**
- ***Alabama*, 2022**

COMMUNITY INVOLVEMENT

- ***Board Attorney*, Gulfport Arts Center** — *2025-Present*
- ***Treasurer*, Coast Young Professionals Board of Directors** — *2026*
- ***Selected, Top 10 Under 40*, One Coast Awards** — *2025*
- ***Elected, Coastal Director*, Young Lawyers Division of theMississippi Bar** — *2024-Present*
- ***Vice President*, Harrison County Bar Association** — *2025-Present*
- ***Treasurer/Secretary*, Harrison County Bar Association** — *2024*
- ***Graduate*, Leadership Mississippi Bar Program** — *2023-2024*
- ***Board of Directors*, Coast Young Professionals** — *2022-Present*
- ***Selected Member*, Mississippi Bar Public Information Committee** — *2022-Present*
- ***President*, Harrison County Young Lawyers Association** — *2021-2024*
- ***Member*, Coast Young Professionals** — *2020-Present*
- ***Member*, Harrison County Young Lawyers Association** — *2020-Present*

EXPERIENCE

Mississippi Air National Guard — *2025-Present*
172nd Airlift Wing, Jackson, MS
Judge Advocate General (JAG)

- Provide Legal Counsel to Staff and Airmen
- Provide Pro Bono Service or Legal Guidance to Service Members and Their Families
- Advise On Partnerships between Military and Civilian Entities
- Draft and Review Memorandums and Agreements on behalf of the 172nd Airlift Wing

Taggart Rimes Attorneys, PLLC — *2025-Present*
Ocean Springs, MS
Attorney

- Conduct Legal Research and Analysis on Complex Issues
- Conduct Detailed Contract Reviews for Business and Individuals to Ensure Enforceability
- Draft Legal Documents for Clients and Senior Partners
- Interview Clients and Witnesses to Determine Litigation Strategies
- Represent the City of Pascagoula as City Prosecutor

Carr Allison — *2024-2025*
Gulfport, MS
Associate Attorney

- Research Legal Issues and Draft Interoffice Memoranda
- Draft Legal Documents Including Motions, Briefs, Letters and Memoranda
- Interview Clients and Witnesses to Determine the Strategy of the Case
- Communicate with Insurance Companies and Medical Providers
- Draft Documents to Assist in the Completion of the Discovery Process

Morris Bart, LLC *2022-2024*
Gulfport, MS
Associate Attorney

- Draft Case Summaries for Attorney Review Meetings
- Negotiate Settlements with Attorneys and Insurance Adjusters
- Draft Legal Documents Including Motions, Briefs, Letters and Memoranda
- Interview Clients and Witnesses to Determine the Strategy of the Case
- Communicate with Insurance Companies and Medical Providers

Franke & Salloum, PLLC *2020-2022*
Gulfport, MS
Associate Attorney

- Conduct Legal Research in Multiple Areas of the Law
- Draft Legal Documents Including Motions, Briefs, Letters and Memoranda
- Interview Clients and Attend Accident Site Inspections
- Gather Information to Respond to Discovery Requests
- Assist in Different Phases of Litigation

Mississippi State Senator Brice Wiggins *January 2020-May 2020*
Jackson, MS
Legal Intern

- Observed Meetings and Daily Legislative Activities of the Mississippi State Senate
- Researched Legislative Issues and Analyzed Proposed Legislation

United States Congressman Michael Guest
Brandon, MS
Legal Extern *September 2019-May 2020*

- Oversaw Case Work for Constituents
- Researched Legislative and Public Policy Issues for Staff

Mobile County District Attorney's Office
Mobile, AL
Legal Intern *Summer 2018 & Summer 2019*

- Tried a Case before a Circuit Court Judge
- Observed District and Circuit Court Proceedings
- Researched Legal Issues for Attorneys

Mobile County District Court Judge Spiro Cheriogotis
Mobile, AL
Legal Intern *Summer 2019*

- Observed District Court Proceedings
- Drafted Memorandums for the Judge Outside of Court

United States Senator Thad Cochran
Washington, D.C.
Intern *June 2016 – August 2016*

- Researched Pending and Actual Legislation and Provided insight to the Senator's Staff
- Provided Assistance to Constituents by Preparing Correspondence, Responding to Questions, and Providing Information in Response to Inquiries

Madeline Randall Walker

Gulfport, MS 39505 • 228.861.8686 • msrandal@gmail.com

SUMMARY

- Strategic attorney and executive leader with 10+ years of experience in public service, senior services, and government relations. Expertise in legal counsel, compliance, contract negotiation, and interagency coordination. Recognized with multiple statewide honors for leadership, advocacy, and civic engagement.

PROFESSIONAL EXPERIENCE

Southern MS Planning & Development District (SMPDD)

Senior Services Division Director • Jan 2024–Present

- Lead operations for Area Agency on Aging, Medicaid Waiver, and Veteran Directed Care programs.
- Manage 100+ personnel, strategy, budgeting, and contracting.
- Liaise with state and federal agencies to strengthen senior support services.

Mississippi Enterprise for Technology (MSET)

General Counsel & Government Relations Liaison • Oct 2023 – Jan 2025

- Oversaw legal strategy, compliance, and government relations.
- Led advocacy with federal, state, and local stakeholders.
- Managed contracts, leases, and development at Stennis Space Center.

Hancock County Port & Harbor Commission (HCPHC)

General Counsel & Government Relations • Jan 2020–Oct 2023

- Provided legal counsel across ports, rail, and airport infrastructure.
- Drafted contracts and advised on RFPs, employment issues, and compliance.
- Coordinated legislative strategy and consultant management.

Hilgers Graben PLLC

Associate Attorney • Jan 2016–Dec 2019

- Supported commercial litigation and government investigations.
- Specialized in e-discovery and document review technologies.

Treated Materials Co., Inc.

VP / Corporate Counsel • Mar 2014–Jan 2016

- Directed legal, compliance, and safety operations.
- Oversaw contracts, regulatory filings, and plant logistics.

U.S. District Court, S.D. Mississippi
Staff Attorney to Chief Judge Louis Guirola, Jr. • Aug 2012–Mar 2014

- Researched and drafted legal opinions for civil and criminal matters.

EARLY LEGAL EXPERIENCE

- Legal Intern – Harrison County DA's Office (2011)
- Legal Intern – Gulfport City Prosecutor's Office (2011)
- Legal Intern – U.S. Magistrate Judge Robert H. Walker (2010)
- Intern – U.S. Senator Thad Cochran, Washington, D.C. (2006)

EDUCATION

- University of Mississippi School of Law – J.D., 2012
- University of Mississippi – B.A. in English, Minor in Religion, 2009

CERTIFICATIONS & LICENSES

- Marine Port Executive – Int'l Assoc. of Maritime Port Executives (2022)

HONORS

- 2024 Business Women of the Year Finalist – MS Business Journal
- 2023 Distinguished Leading Business Women – MS Business Journal
- Top 10 Under 40 Finalist – MS Gulf Coast Chamber (2022–2023)
- 100 Successful Women to Know – Gulf Coast Women Magazine (2021, 2023)
- 2022 Top 40 Under 40 – MS Business Journal

AFFILIATIONS & COMMUNITY INVOLVEMENT

- Board Chairman – Mississippi Enterprise for Technology
- Member – MS Bar, MS Corporate Counsel, American Bar Assoc., Federalist Society
- Member – Harrison & Hancock County Bar Assocs.
- Board Member – Patient-Family Advisory Council, Memorial Hospital
- Auxiliary Board – Lynn Meadows Discovery Center
- Parishioner – Saint Mark's Episcopal Church

REFERENCES

- Available upon request

December 9, 2025

Council President F. B. "Rusty" Walker, IV
Councilman Kendal Lamar Buckner
Councilman Ron Roland
Councilwoman Ella Holmes-Hines
Councilman B.J. Sellers, Jr.
Councilwoman Carrissa Corbett
Councilman Johnny Hoggatt

Re: Re-Appointment to Gulfport Civil Service Commission

Dear Council Members:

I respectfully submit to you for consideration the re-appointment of Mrs. Melanie Clark to serve on the City of Gulfport Civil Service Commission representing Ward 4. Mrs. Clark was initially appointed in 2010 to serve on this Commission, and she has continually served in this capacity since that time. A resident of Gulfport for over 50 years, she has been an active member of our community. She is past president of the Board of Directors of the Gulf Coast Symphony Orchestra and has served on the Boards of Directors for the Humane Society of South Mississippi and the Harrison County Chapter of the American Heart Association. She graduated from Sacred Heart Girls Academy and received her B.S. degree from Mississippi State University. She is married to Larry Clark and they are the parents of two grown daughters.

Your ratification of Mrs. Clark's appointment to serve an additional term through December 31, 2031, on the City of Gulfport Civil Service Commission will be greatly appreciated.

Respectfully yours,

Hugh D. Keating
Mayor

Office of the Mayor | P.O. Box 1780 | Gulfport, MS 39502
2309 15th Street | Gulfport, MS 39501
P: 228.868.5801 | E: hkeating@gulfport-ms.gov | www.gulfport-ms.gov

There came on for consideration at a meeting of the Mayor and Members of the Council of the City of Gulfport, Mississippi, held on the 16TH day of December, 2025, the following Resolution:

A RESOLUTION OF THE GULFPORT CITYCOUNCIL FINDING AND ADJUDICATING, PURSUANT OT MISS. CODE ANN. §21-19-11, THAT THE HEREIN DESCRIBED PARCELS OF LAND ARE IN SUCH A STATE OF UNCLEANLINESS AS TO BE A MENACE TO THE PUBLIC HEALTH, SAFETY, AND WELFARE OF THE COMMUNITY AND AUTHORIZING ADVERTISEMENT FOR BIDS TO HAVE LAND CLEANED AND TO ASSESS THE COSTS TO THE SAID PROPERTIES, AND FOR RELATED PURPOSES

WHEREAS, Miss. Code Ann. §_21-19-11 grants to municipalities the authority "to determine whether property or parcel of land located within a municipality is in such a state of uncleanliness as to be a menace to the public health, safety and welfare of the community" and requires that said determination shall be made following a hearing noticed as set forth in the said statute; and

WHEREAS, certain properties, as identified and described herein, are believed by the Police Department Code Enforcement Division, following an investigation, to be in the aforementioned state of uncleanliness such as to be a menace to the public health, safety and welfare of the community, and certain forms of documentation, including photographs, in support of that belief have been submitted to the City Council for review and consideration; and

WHEREAS, said properties, as described herein, are located within the City of Gulfport, First Judicial District, Harrison County, Mississippi; and

WHEREAS, notice of hearing has been provided, as required by Miss. Code Ann. § 21-19-11(1), for each of the properties described herein; and

WHEREAS, the supporting documentation and notices, as referenced herein, are attached hereto as cumulative Exhibit "A"; and

WHEREAS, the parcels investigated by the City of Gulfport Police Department Code Enforcement Division and recommended by them for adjudication as being parcels in such a state of uncleanliness as to be a menace to the public health, safety and welfare of the community are as follows:

Parcel 1: 0711L-01-043.000. Lots 37 To 39 Blk 14 Pine Grove Add. 1712 62nd Ave. Cut & Clean The Property, Remove Weeds, Vines, Limbs, Tr, Remove/Haul Off Trash & Debris, Remove Or Repair & Legally Tag, Remove Vehicle, Remove Objects. Scott Rudolph

Parcel 2: 0711K-04-070.000. Lots 27 & 28 & 101 & 102 Blk 2 Dixie Add. 1411 Dixie Ave. Remove/Haul Off Trash & Debris, Remove Or Repair & Legally Tag, Bring Bldg Up To Code Or Demo, Board Up And Secure Openings. Boler Xerxes

Parcel 3: 0711K-04-079.000. Lots 31 & 32 & 97 To 100 Blk. 2 Dixie Add. 1507 Dixie Ave. Remove/Haul Off Trash & Debris, Remove Or Repair & Legally Tag, Bring Bldg Up To Code Or Demo, Board Up And Secure Openings. Harris John & Bessie Mae

Parcel 4: 0711K-04-106.000. Lot 8 Blk 4 Stewart Subd. 1414 Stewart Ave. Cut & Clean The Property, Remove Weeds, Vines, Limbs, Tr, Remove/Haul Off Trash & Debris. Hawthorne Rosie Lee -Est-

Parcel 5: 0711J-01-013.000. Lots 20 - 21 Blk. 5 Virginia Hill Place. 43rd Ave. Remove/Haul Off Trash & Debris, Remove Or Repair & Legally Tag, Remove Vehicle, Correct Unsanitary Condition. O'Brien Sean Patrick

Parcel 6: 0811E-05-030.000. W 98 Ft Of Lots 13 To 16 Blk 144 Original Gulfport. 1600 34th Ave. Cut & Clean The Property, Remove Weeds, Vines, Limbs, Tr, Remove/Haul Off Trash & Debris, Remove And Haul Off Tree. Tran Sang & Bich Ngoc N

Parcel 7: 0811E-02-009.000. Lots 14 To 16 Inc Blk. 122 Original Gulfport. 1804 30th Ave. Remove/Haul Off Trash & Debris, Correct Unsanitary Condition. Bussolati Paul & Helveston Stanley

Parcel 8: 0710H-01-039.001. Lots 6 To 8 Blk 73 Floral Estates Sec 29-7-11. 16255 Rio Grande St. Cut & Clean The Property, Remove Weeds, Vines, Limbs, Tr, Remove/Haul Off Trash & Debris. Gomez Jorge Luis & Smith Felicia D

Parcel 9: 0810P-02-005.000. Beg At Inter Of N Mar Of Pass Rd & W Line Of Lot 5 Blk 3 Alvahdale Add N Along Lot 118.3 Ft E 191 Ft S 13 Dg E 37.1 Ft To Rd Swly Along Rd 216.2 Ft To Pob Being Part Of Lots 2 To 5 Blk 3 Alvahdale Add & That Part Of S 1/2 Of Compromise St Lying N Of Lots. 1140 Pass Rd. Cut & Clean The Property, Remove Weeds, Vines, Limbs, Tr, Remove/Haul Off Trash & Debris, Make Necessary Repairs, Remove Abandoned Sign, Board Up And Secure Openings, Remove Clutter And Debris. OZ Holdings MSGC LLC

Parcel 10: 0810C-03-027.000. Lots 6 To 11 Inc Blk 141 North Gulfport Secs 27/28-7-11. 8371 Mississippi Ave. Remove/Haul Off Trash & Debris, Maint. Container & Surrounding. K & M Investment Group LLC

Parcel 11: 0810N-03-021.001. Lot 4 Blk 11 Standard Land Subd Sec 33-7-11. 2207 30th St. Cut & Clean The Property, Remove Weeds, Vines, Limbs, Tr, Remove/Haul Off Trash & Debris, Board Up And Secure Openings, Correct Unsanitary Condition. Robinson Milton D

Parcel 12: 0910J-02-005.000. Beg At Ne Cor Of Gpt City School Ons Side Of Pc Rd & Run S 0 Deg 16 Min E 235 Ft To Beg N 72 Dg 03 Min E 100 Ft S 0 Dg 16 Min E 184.7 Ft S 79 Dg 27 Min W 100 Ft N 0 Dg 16 Min W 170.9 Ft To Beg Sec 36-7-11 Gulfport Acreage. Hancock Ave. Remove/Haul Off Trash & Debris, Correct Unsanitary Condition. Gulf Coast Properties LLC

Parcel 13: 0911C-01-032.000. Lot 20 Less W 18.7 Ft & All Lots 21 To 23 Inc Blk 21 Hewes Add. 504 26th St. Remove/Haul Off Trash & Debris, Bring Bldg Up To Code Or Demo. Mcinnis Mary

Parcel 14: 1010G-01-025.000. Lot 40 Harrison Add Sec 29-7-10. 1900 Bradford Dr. Remove/Haul Off Trash & Debris, Remove Clutter And Debris. Kostmayer Susan Marie

WHEREAS, City Council hereby finds, determines, and adjudicates, based upon the investigation of the Police Department Code Enforcement Division, the documentation provided to it and other information as may have been obtained during the hearing on this matter as well as personal knowledge of the property in question, that the parcels of land described above are in such a state of uncleanliness as to be a menace to the public health, safety and welfare of the

community; and

WHEREAS, City Council further finds, determines and adjudicates that advertisement for bids to clean the above referenced properties should be made in the form and manner by law provided; and

WHEREAS, the Mayor and members of the Council further find, determine and adjudicate that the cost of the demolition and lot cleanup, per parcel, shall not exceed an aggregate amount of Twenty Thousand Dollars ($20,000.00) per year, or the fair market value of the property subsequent to cleaning, whichever is more, and shall be a lien against said property and shall be enrolled in the office of the Circuit Clerk of the First Judicial District of Harrison County, Mississippi as other judgments are enrolled, and thereafter, the Harrison County Tax Collector and/or other appropriate county officials is/are hereby authorized to proceed to sell the herein described land to satisfy said lien as now provided by law for the sale of land for delinquent municipal taxes should the costs assessed herein not be paid in a timely manner.

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

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

SECTION 2. That the City Clerk be and is hereby authorized to advertise for bids to clean the property described above lying and being within the City of Gulfport, First Judicial District of Harrison County, Mississippi.

SECTION 3. That the cost of cleanup of the herein described property, including any penalty assessed, shall be a lien against said property and shall be enrolled in the office of the Circuit Clerk of the First Judicial District of Harrison County, Mississippi, and thereafter, the Harrison County Tax Collector and/or other appropriate county officials is/are hereby authorized to proceed to sell the herein described land to satisfy said lien as now provided by law for the sale of land for delinquent municipal taxes should the costs assessed herein not be paid in a timely manner.

The above and foregoing Resolution, after having been first reduced to writing and read by the Clerk, was introduced by Councilmember _____, seconded by Councilmember _____, and was adopted by the following roll call vote:

YEAS: **NAYS:** **ABSENT:**

WHEREUPON the President declared the motion carried and the Resolution adopted, this the ____ day of ____, 2025.

(SEAL)

ATTEST: **ADOPTED:**

_____ _____

Clerk of Council **President**

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the ____ day of ____, 2025.

APPROVED:

_____

Mayor

MEMORANDUM – CITY OF GULFPORT

Date: **DECEMBER 8, 2025**

To: **Mayor Hugh Keating**
City Council Members

From: **Police Department**
Code Enforcement Division

Subject: **Declaring Property In A State Of Uncleanliness To Be A Menace To The Public Health And Safety Of The Community And Authorizing Lot Clean-Up and/or Demolitions**

RE: **Resolutions Declaring Property In A State Of Uncleanliness To Be A Menace To The Public Health And Safety Of The Community And Authorizing Lot Clean-Up and/or Demolitions And For The Approval To Advertise For Bids To Be Presented On The 16TH Day Of December, 2025, To The City Council:**

WARD 1

Parcel 1: 0711L-01-043.000. Lots 37 To 39 Blk 14 Pine Grove Add. 1712 62nd Ave. Cut & Clean The Property, Remove Weeds, Vines, Limbs, Tr, Remove/Haul Off Trash & Debris, Remove Or Repair & Legally Tag, Remove Vehicle, Remove Objects. Scott Rudolph

Parcel 2: 0711K-04-070.000. Lots 27 & 28 & 101 & 102 Blk 2 Dixie Add. 1411 Dixie Ave. Remove/Haul Off Trash & Debris, Remove Or Repair & Legally Tag, Bring Bldg Up To Code Or Demo, Board Up And Secure Openings. Boler Xerxes

Parcel 3: 0711K-04-079.000. Lots 31 & 32 & 97 To 100 Blk. 2 Dixie Add. 1507 Dixie Ave. Remove/Haul Off Trash & Debris, Remove Or Repair & Legally Tag, Bring Bldg Up To Code Or Demo, Board Up And Secure Openings. Harris John & Bessie Mae

Parcel 4: 0711K-04-106.000. Lot 8 Blk 4 Stewart Subd. 1414 Stewart Ave. Cut & Clean The Property, Remove Weeds, Vines, Limbs, Tr, Remove/Haul Off Trash & Debris. Hawthorne Rosie Lee -Est-

Parcel 5: 0711J-01-013.000. Lots 20 - 21 Blk. 5 Virginia Hill Place. 43rd Ave. Remove/Haul Off Trash & Debris, Remove Or Repair & Legally Tag, Remove Vehicle, Correct Unsanitary Condition. O'Brien Sean Patrick

Parcel 6: 0811E-05-030.000. W 98 Ft Of Lots 13 To 16 Blk 144 Original Gulfport. 1600 34th Ave. Cut & Clean The Property, Remove Weeds, Vines, Limbs, Tr, Remove/Haul Off Trash & Debris, Remove And Haul Off Tree. Tran Sang & Bich Ngoc N

Parcel 7: 0811E-02-009.000. Lots 14 To 16 Inc Blk. 122 Original Gulfport. 1804 30th Ave. Remove/Haul Off Trash & Debris, Correct Unsanitary Condition. Bussolati Paul & Helveston Stanley

WARD 3

Parcel 8: 0710H-01-039.001. Lots 6 To 8 Blk 73 Floral Estates Sec 29-7-11. 16255 Rio Grande St. Cut & Clean The Property, Remove Weeds, Vines, Limbs, Tr, Remove/Haul Off Trash & Debris. Gomez Jorge Luis & Smith Felicia D

Parcel 9: 0810P-02-005.000. Beg At Inter Of N Mar Of Pass Rd & W Line Of Lot 5 Blk 3 Alvahdale Add N Along Lot 118.3 Ft E 191 Ft S 13 Dg E 37.1 Ft To Rd Swly Along Rd 216.2 Ft To Pob Being Part Of Lots 2 To 5 Blk 3 Alvahdale Add & That Part Of S 1/2 Of Compromise St Lying N Of Lots. 1140 Pass Rd. Cut & Clean The Property, Remove Weeds, Vines, Limbs, Tr, Remove/Haul Off Trash & Debris, Make Necessary Repairs, Remove Abandoned Sign, Board Up And Secure Openings, Remove Clutter And Debris. Oz Holdings Msgc LLC

Parcel 10: 0810C-03-027.000. Lots 6 To 11 Inc Blk 141 North Gulfport Secs 27/28-7-11. 8371 Mississippi Ave. Remove/Haul Off Trash & Debris, Maint. Container & Surrounding. K & M Investment Group LLC

Parcel 11: 0810N-03-021.001. Lot 4 Blk 11 Standard Land Subd Sec 33-7-11. 2207 30th St. Cut & Clean The Property, Remove Weeds, Vines, Limbs, Tr, Remove/Haul Off Trash & Debris, Board Up And Secure Openings, Correct Unsanitary Condition. Robinson Milton D

Parcel 12: 0910J-02-005.000. Beg At Ne Cor Of Gpt City School Ons Side Of Pc Rd & Run S 0 Deg 16 Min E 235 Ft To Beg N 72 Dg 03 Min E 100 Ft S 0 Dg 16 Min E 184.7 Ft S 79 Dg 27 Min W 100 Ft N 0 Dg 16 Min W 170.9 Ft To Beg Sec 36-7-11 Gulfport Acreage. Hancock Ave. Remove/Haul Off Trash & Debris, Correct Unsanitary Condition. Gulf Coast Properties LLC

Parcel 13: 0911C-01-032.000. Lot 20 Less W 18.7 Ft & All Lots 21 To 23 Inc Blk 21 Hewes Add. 504 26th St. Remove/Haul Off Trash & Debris, Bring Bldg Up To Code Or Demo. Mcinnis Mary

WARD 5

Parcel 14: 1010G-01-025.000. Lot 40 Harrison Add Sec 29-7-10. 1900 Bradford Dr. Remove/Haul Off Trash & Debris, Remove Clutter And Debris. Kostmayer Susan Marie

CODE ENFORCEMENT DIVISION
P.O. Box "S"
Gulfport, MS 39502-1780
Phone: 228-868-5718
Gulfport Police Department
2210 15th St.
Gulfport, MS 39501

November 21, 2025

SCOTT RUDOLPH
1712 62ND AVE
GULFPORT, MS 39501

Reference: Tax Parcel Number: 0711L-01-043.000
1712 62ND AVE

As the City of Gulfport works to ensure a safe and healthy environment for our citizens and visitors, it is sometimes necessary to request the help of private property owners to improve the safety, health and appearance of our City. As a part of ongoing efforts, Code Enforcement personnel recently conducted a visual inspection of the above noted property. As a result, violations of one or more of the following laws, statutes, codes or ordinances were identified: Section 21-19-11 (Miss Code Ann. 1972 as amended), the International Property Maintenance Code (IPMC), and applicable Municipal Ordinances. The violations are as follows and based on the violations identified, the City requests that you take the following corrective actions:

Violation(s):		Corrective Actions Required:
OVERGROWN PROPERTY, IPMC 302.4		CUT & CLEAN THE PROPERTY
WEEDS&PLANT GROWTH, IPMC 302.4		REMOVE WEEDS, VINES, LIMBS, TR
TRASH & DEBRIS, IPMC 308.1		REMOVE/HAUL OFF TRASH & DEBRIS
INOPERABLE VEHICLE, IPMC 302.8		REMOVE OR REPAIR & LEGALLY TAG
VEH. ON VACANT LOT IPMC 301.3		REMOVE VEHICLE
VACANT LOT STORAGE, IPMC 301.3		REMOVE OBJECTS

The City is asking that you please take the above actions within the next FOURTEEN (14) days to prevent further action as set out in the paragraph below.

NOTICE OF HEARING

If you have not taken the above noted corrective actions within the 14 days provided, you are hereby given notice of and invited to attend a public hearing before the Gulfport City Council on, 12/16/2025 at 1:30 PM on the 2nd Floor of Gulfport's City Hall, 2309 15th Street, on the violations set forth above. At this hearing, the City Council will be asked to adjudicate that the subject property is in a state of uncleanliness or a menace to the public health, safety and welfare of the community. This adjudication will also authorize the City of Gulfport to re-enter the property for a period of one (1) year without any further hearings if notice is posted on this property and at City Hall on the first floor, 2309 15th Street, Gulfport, MS at least seven (7) days prior to re-entering the property for resolution of the same type of violation. In addition, the City Council will be asked to authorize advertisement for bids to perform the necessary corrective actions. All costs incurred will be assessed to your property taxes and/or posted to the county Judgment Rolls. Please contact our office at (228) 868-5718, if you have any questions about this letter or if the requested corrective actions are taken within the Fourteen (14) day period in order to avoid our proceeding with a public hearing on your property.

Respectfully yours,

Jeremy Perry
Jeremy Perry - CODE ENFORCEMENT
cc: Mayor HUGH D. KEATING
Council Member: KENDAL LAMAR BUCKNER Case Number: 16958

CODE ENFORCEMENT DIVISION
P.O. Box "S"
Gulfport, MS 39502-1780
Phone: 228-868-5718
Gulfport Police Department
2210 15th St.
Gulfport, MS 39501

November 21, 2025

SCOTT RUDOLPH
10432 IVY FLOWER
SCHERTZ, TX 78154

Reference: Tax Parcel Number: 0711L-01-043.000
1712 62ND AVE

As the City of Gulfport works to ensure a safe and healthy environment for our citizens and visitors, it is sometimes necessary to request the help of private property owners to improve the safety, health and appearance of our City. As a part of ongoing efforts, Code Enforcement personnel recently conducted a visual inspection of the above noted property. As a result, violations of one or more of the following laws, statutes, codes or ordinances were identified: Section 21-19-11 (Miss Code Ann. 1972 as amended), the International Property Maintenance Code (IPMC), and applicable Municipal Ordinances. The violations are as follows and based on the violations identified, the City requests that you take the following corrective actions:

Violation(s):		Corrective Actions Required:
OVERGROWN PROPERTY, IPMC 302.4		CUT & CLEAN THE PROPERTY
WEEDS&PLANT GROWTH, IPMC 302.4		REMOVE WEEDS, VINES, LIMBS, TR
TRASH & DEBRIS, IPMC 308.1		REMOVE/HAUL OFF TRASH & DEBRIS
INOPERABLE VEHICLE, IPMC 302.8		REMOVE OR REPAIR & LEGALLY TAG
VEH. ON VACANT LOT IPMC 301.3		REMOVE VEHICLE

The City is asking that you please take the above actions within the next FOURTEEN (14) days to prevent further action as set out in the paragraph below.

NOTICE OF HEARING

If you have not taken the above noted corrective actions within the 14 days provided, you are hereby given notice of and invited to attend a public hearing before the Gulfport City Council on, 12/16/2025 at 1:30 PM on the 2nd Floor of Gulfport's City Hall, 2309 15th Street, on the violations set forth above. At this hearing, the City Council will be asked to adjudicate that the subject property is in a state of uncleanliness or a menace to the public health, safety and welfare of the community. This adjudication will also authorize the City of Gulfport to re-enter the property for a period of one (1) year without any further hearings if notice is posted on this property and at City Hall on the first floor, 2309 15th Street, Gulfport, MS at least seven (7) days prior to re-entering the property for resolution of the same type of violation. In addition, the City Council will be asked to authorize advertisement for bids to perform the necessary corrective actions. All costs incurred will be assessed to your property taxes and/or posted to the county Judgment Rolls. Please contact our office at (228) 868-5718, if you have any questions about this letter or if the requested corrective actions are taken within the Fourteen (14) day period in order to avoid our proceeding with a public hearing on your property.

Respectfully yours,

Jeremy Perry
Jeremy Perry - CODE ENFORCEMENT
cc: Mayor HUGH D. KEATING
Council Member: KENDAL LAMAR BUCKNER Case Number: 16958


GULFPORT
Nov 21, 2025


Nov 21, 2025

CODE ENFORCEMENT DIVISION
P.O. Box "S"
Gulfport, MS 39502-1780
Phone: 228-868-5718
Gulfport Police Department
2210 15th St.
Gulfport, MS 39501

November 21, 2025

BOLER XERXES
1411 DIXIE AVE
GULFPORT, MS 39501

Reference: Tax Parcel Number: 0711K-04-070.000
1411 DIXIE AVE

As the City of Gulfport works to ensure a safe and healthy environment for our citizens and visitors, it is sometimes necessary to request the help of private property owners to improve the safety, health and appearance of our City. As a part of ongoing efforts, Code Enforcement personnel recently conducted a visual inspection of the above noted property. As a result, violations of one or more of the following laws, statutes, codes or ordinances were identified: Section 21-19-11 (Miss Code Ann. 1972 as amended), the International Property Maintenance Code (IPMC), and applicable Municipal Ordinances. The violations are as follows and based on the violations identified, the City requests that you take the following corrective actions:

Violation(s):		Corrective Actions Required:
TRASH & DEBRIS, IPMC 308.1		REMOVE/HAUL OFF TRASH & DEBRIS
INOPERABLE VEHICLE, IPMC 302.8		REMOVE OR REPAIR & LEGALLY TAG
UNSAFE STRUCTURE, MS 21-19-11		BRING BLDG UP TO CODE OR DEMO
VACANT STRUCTURE, IPMC 301.3		BOARD UP AND SECURE OPENINGS

The City is asking that you please take the above actions within the next FOURTEEN (14) days to prevent further action as set out in the paragraph below.

NOTICE OF HEARING

If you have not taken the above noted corrective actions within the 14 days provided, you are hereby given notice of and invited to attend a public hearing before the Gulfport City Council on, 12/16/2025 at 1:30 PM on the 2nd Floor of Gulfport's City Hall, 2309 15th Street, on the violations set forth above. At this hearing, the City Council will be asked to adjudicate that the subject property is in a state of uncleanliness or a menace to the public health, safety and welfare of the community. This adjudication will also authorize the City of Gulfport to re-enter the property for a period of one (1) year without any further hearings if notice is posted on this property and at City Hall on the first floor, 2309 15th Street, Gulfport, MS at least seven (7) days prior to re-entering the property for resolution of the same type of violation. In addition, the City Council will be asked to authorize advertisement for bids to perform the necessary corrective actions. All costs incurred will be assessed to your property taxes and/or posted to the county Judgment Rolls. Please contact our office at (228) 868-5718, if you have any questions about this letter or if the requested corrective actions are taken within the Fourteen (14) day period in order to avoid our proceeding with a public hearing on your property.

Respectfully yours,

Jeremy Perry
Jeremy Perry - CODE ENFORCEMENT
cc: Mayor HUGH D. KEATING
Council Member: KENDAL LAMAR BUCKNER Case Number: 16969

CODE ENFORCEMENT DIVISION
P.O. Box "S"
Gulfport, MS 39502-1780
Phone: 228-868-5718
Gulfport Police Department
2210 15th St.
Gulfport, MS 39501

November 21, 2025

BOLER XERXES
1445 JO ELLEN CIR
GULFPORT, MS 39501

Reference: Tax Parcel Number: 0711K-04-070.000
1411 DIXIE AVE

As the City of Gulfport works to ensure a safe and healthy environment for our citizens and visitors, it is sometimes necessary to request the help of private property owners to improve the safety, health and appearance of our City. As a part of ongoing efforts, Code Enforcement personnel recently conducted a visual inspection of the above noted property. As a result, violations of one or more of the following laws, statutes, codes or ordinances were identified: Section 21-19-11 (Miss Code Ann. 1972 as amended), the International Property Maintenance Code (IPMC), and applicable Municipal Ordinances. The violations are as follows and based on the violations identified, the City requests that you take the following corrective actions:

Violation(s):		Corrective Actions Required:
TRASH & DEBRIS, IPMC 308.1		REMOVE/HAUL OFF TRASH & DEBRIS
INOPERABLE VEHICLE, IPMC 302.8		REMOVE OR REPAIR & LEGALLY TAG
UNSAFE STRUCTURE, MS 21-19-11		BRING BLDG UP TO CODE OR DEMO
VACANT STRUCTURE, IPMC 301.3		BOARD UP AND SECURE OPENINGS

The City is asking that you please take the above actions within the next FOURTEEN (14) days to prevent further action as set out in the paragraph below.

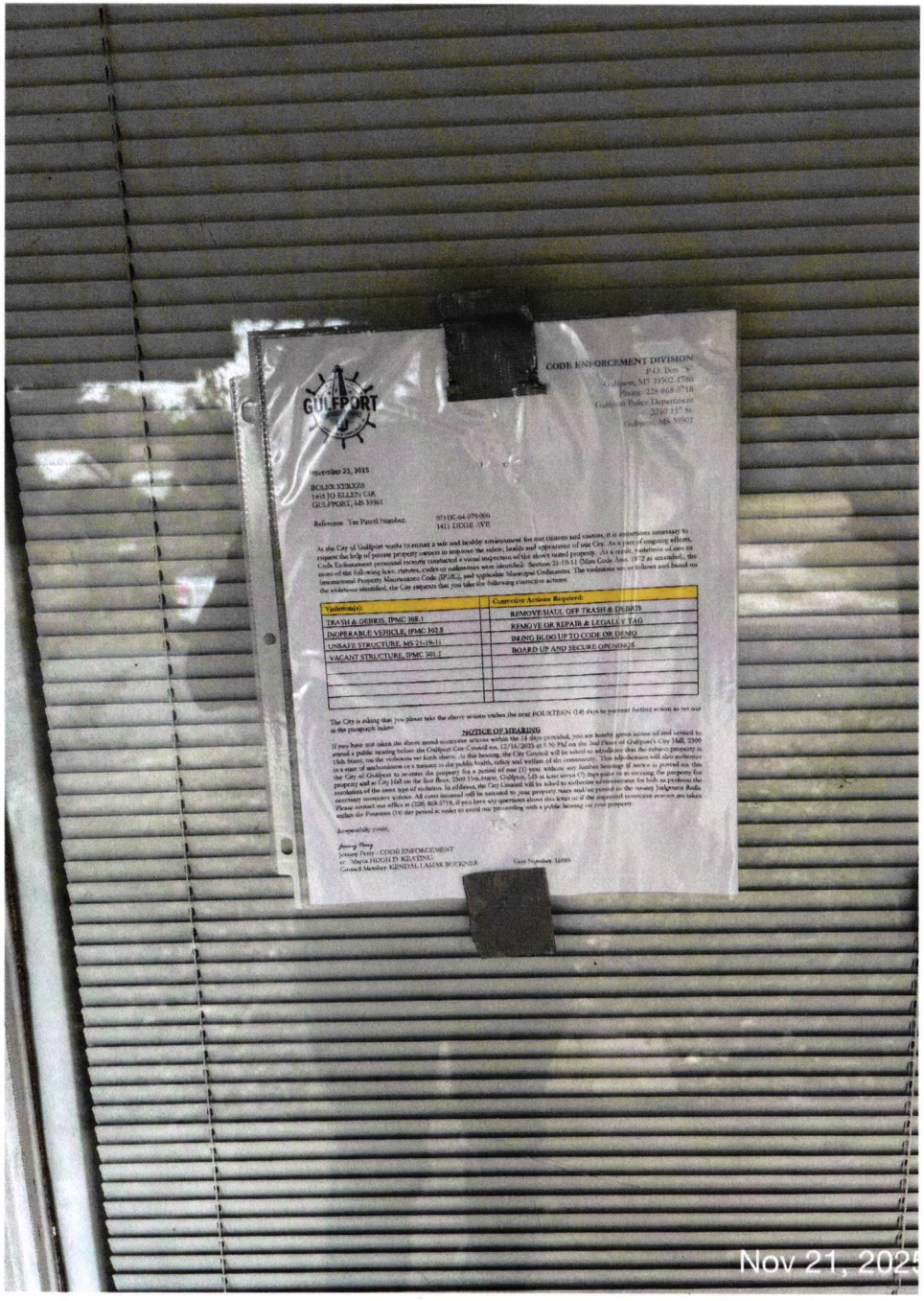
NOTICE OF HEARING

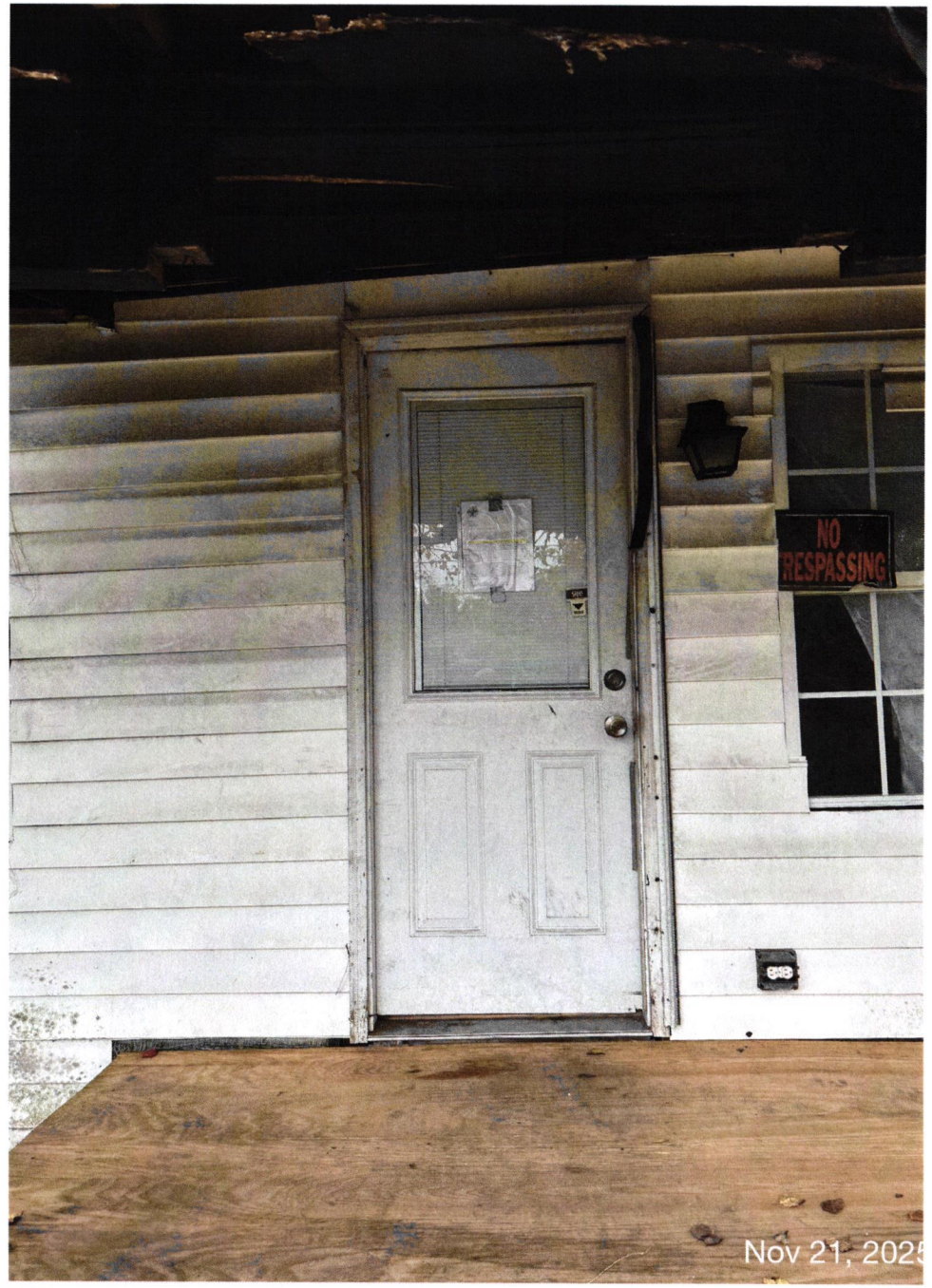
If you have not taken the above noted corrective actions within the 14 days provided, you are hereby given notice of and invited to attend a public hearing before the Gulfport City Council on, 12/16/2025 at 1:30 PM on the 2nd Floor of Gulfport's City Hall, 2309 15th Street, on the violations set forth above. At this hearing, the City Council will be asked to adjudicate that the subject property is in a state of uncleanliness or a menace to the public health, safety and welfare of the community. This adjudication will also authorize the City of Gulfport to re-enter the property for a period of one (1) year without any further hearings if notice is posted on this property and at City Hall on the first floor, 2309 15th Street, Gulfport, MS at least seven (7) days prior to re-entering the property for resolution of the same type of violation. In addition, the City Council will be asked to authorize advertisement for bids to perform the necessary corrective actions. All costs incurred will be assessed to your property taxes and/or posted to the county Judgment Rolls. Please contact our office at (228) 868-5718, if you have any questions about this letter or if the requested corrective actions are taken within the Fourteen (14) day period in order to avoid our proceeding with a public hearing on your property.

Respectfully yours,

Jeremy Perry
Jeremy Perry - CODE ENFORCEMENT
cc: Mayor HUGH D. KEATING
Council Member: KENDAL LAMAR BUCKNER

Case Number: 16969


GULFPORT
CODE ENFORCEMENT DIVISION
P.O. Box 70
Gulfport, MS 39502-0780
Phone: 228-868-5718
Gulfport Police Department
3240 15th St.
Gulfport, MS 39501
November 23, 2025
BOLER STEVES
1445 JO ELLEN CIR
GULFPORT, MS 39501
Reference: Tax Parcel Number: 0715E-04-079.000
1443 DIXIE AVE
As the City of Gulfport works to ensure a safe and healthy environment for our citizens and visitors, it is sometimes necessary to request the help of private property owners to improve the safety, health and appearance of our City. As a result of ongoing efforts, Code Enforcement personnel recently conducted a visual inspection of the above noted property. As a result, violations of one or more of the following laws, statutes, codes or ordinances were identified: Section 21-19-11 (Miss Code Ann. 1972 as amended), the International Property Maintenance Code (IPMC), and applicable Municipal Ordinances. The violations are as follows and based on the violations identified, the City requests that you take the following corrective actions:
Violation(s): | Corrective Actions Required:
TRASH & DEBRIS, IPMC 308.1 | REMOVE/HAUL OFF TRASH & DEBRIS
INOPERABLE VEHICLE, IPMC 302.8 | REMOVE OR REPAIR & LEGALLY TAG
UNSAFE STRUCTURE, MS 21-19-11 | BRING BLDG UP TO CODE OR DEMO
VACANT STRUCTURE, IPMC 301.2 | BOARD UP AND SECURE OPENINGS
The City is asking that you please take the above actions within the next FOURTEEN (14) days to prevent further action as set out in the paragraph below.
NOTICE OF HEARING
If you have not taken the above noted corrective actions within the 14 days provided, you are hereby given notice of and invited to attend a public hearing before the Gulfport City Council on, 12/16, 2025 at 5:30 PM on the 2nd Floor of Gulfport's City Hall, 2309 15th Street, on the violations set forth above. At the hearing, the City Council will be asked to adjudicate that the subject property is in a state of uncleanliness or a nuisance to the public health, safety and welfare of the community. This adjudication will also authorize the City of Gulfport to re-enter the property for a period of one (1) year without any further hearings if notice is posted on this property and at City Hall on the first floor, 2309 15th Street, Gulfport, MS at least seven (7) days prior to re-entering the property for violation of the same type of violation. In addition, the City Council will be asked to authorize abatement for both or problem the necessary monetary actions. All costs incurred will be assessed to your property taxes and/or posted as the money Judgment Rolls. Please contact our office at (228) 868-5718, if you have any questions about this letter or if the requested corrective actions are taken within the Fourteen (14) day period in order to avoid our proceeding with a public hearing on your property.
Respectfully yours,
Jessey Perry
Jessey Perry - CODE ENFORCEMENT
cc: Sheria HUGH D. KEATING
Ward 5 Member KENDAL LAMAR BUCKNER
Case Number: 16955
Nov 21, 2025


NO
TRESPASSING
Nov 21, 2025

CODE ENFORCEMENT DIVISION
P.O. Box "S"
Gulfport, MS 39502-1780
Phone: 228-868-5718
Gulfport Police Department
2210 15th St.
Gulfport, MS 39501

November 25, 2025

HARRIS JOHN & BESSIE MAE
1409 DIXIE AVE
GULFPORT, MS 39501

Reference: Tax Parcel Number: 0711K-04-079.000
1507 DIXIE AVE

As the City of Gulfport works to ensure a safe and healthy environment for our citizens and visitors, it is sometimes necessary to request the help of private property owners to improve the safety, health and appearance of our City. As a part of ongoing efforts, Code Enforcement personnel recently conducted a visual inspection of the above noted property. As a result, violations of one or more of the following laws, statutes, codes or ordinances were identified: Section 21-19-11 (Miss Code Ann. 1972 as amended), the International Property Maintenance Code (IPMC), and applicable Municipal Ordinances. The violations are as follows and based on the violations identified, the City requests that you take the following corrective actions:

Violation(s):		Corrective Actions Required:
TRASH & DEBRIS, IPMC 308.1		REMOVE/HAUL OFF TRASH & DEBRIS
INOPERABLE VEHICLE, IPMC 302.8		REMOVE OR REPAIR & LEGALLY TAG
UNSAFE STRUCTURE, MS 21-19-11		BRING BLDG UP TO CODE OR DEMO
VACANT STRUCTURE, IPMC 301.3		BOARD UP AND SECURE OPENINGS

The City is asking that you please take the above actions within the next FOURTEEN (14) days to prevent further action as set out in the paragraph below.

NOTICE OF HEARING

If you have not taken the above noted corrective actions within the 14 days provided, you are hereby given notice of and invited to attend a public hearing before the Gulfport City Council on, 12/16/2025 at 1:30 PM on the 2nd Floor of Gulfport's City Hall, 2309 15th Street, on the violations set forth above. At this hearing, the City Council will be asked to adjudicate that the subject property is in a state of uncleanliness or a menace to the public health, safety and welfare of the community. This adjudication will also authorize the City of Gulfport to re-enter the property for a period of one (1) year without any further hearings if notice is posted on this property and at City Hall on the first floor, 2309 15th Street, Gulfport, MS at least seven (7) days prior to re-entering the property for resolution of the same type of violation. In addition, the City Council will be asked to authorize advertisement for bids to perform the necessary corrective actions. All costs incurred will be assessed to your property taxes and/or posted to the county Judgment Rolls. Please contact our office at (228) 868-5718, if you have any questions about this letter or if the requested corrective actions are taken within the Fourteen (14) day period in order to avoid our proceeding with a public hearing on your property.

Respectfully yours,

Jeremy Perry
Jeremy Perry - CODE ENFORCEMENT
cc: Mayor HUGH D. KEATING
Council Member: KENDAL LAMAR BUCKNER Case Number: 16972

CODE ENFORCEMENT DIVISION
P.O. Box "S"
Gulfport, MS 39502-1780
Phone: 228-868-5718
Gulfport Police Department
2210 15th St.
Gulfport, MS 39501

November 25, 2025

HARRIS JOHN & BESSIE MAE
1507 DIXIE AVE
GULFPORT, MS 39501

Reference: Tax Parcel Number: 0711K-04-079.000
1507 DIXIE AVE

As the City of Gulfport works to ensure a safe and healthy environment for our citizens and visitors, it is sometimes necessary to request the help of private property owners to improve the safety, health and appearance of our City. As a part of ongoing efforts, Code Enforcement personnel recently conducted a visual inspection of the above noted property. As a result, violations of one or more of the following laws, statutes, codes or ordinances were identified: Section 21-19-11 (Miss Code Ann. 1972 as amended), the International Property Maintenance Code (IPMC), and applicable Municipal Ordinances. The violations are as follows and based on the violations identified, the City requests that you take the following corrective actions:

Violation(s):		Corrective Actions Required:
TRASH & DEBRIS, IPMC 308.1		REMOVE/HAUL OFF TRASH & DEBRIS
INOPERABLE VEHICLE, IPMC 302.8		REMOVE OR REPAIR & LEGALLY TAG
UNSAFE STRUCTURE, MS 21-19-11		BRING BLDG UP TO CODE OR DEMO
VACANT STRUCTURE, IPMC 301.3		BOARD UP AND SECURE OPENINGS

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Respectfully yours,

Jeremy Perry
Jeremy Perry - CODE ENFORCEMENT
cc: Mayor HUGH D. KEATING
Council Member: KENDAL LAMAR BUCKNER Case Number: 16972




Nov 26, 2025

CODE ENFORCEMENT DIVISION
P.O. Box "S"
Gulfport, MS 39502-1780
Phone: 228-868-5718
Gulfport Police Department
2210 15th St.
Gulfport, MS 39501

November 21, 2025

HAWTHORNE ROSIE LEE -EST-
C/O NATHANIEL HAWTHORNE
1414 STEWART AVE
GULFPORT, MS 39501

Reference: Tax Parcel Number: 0711K-04-106.000
1414 STEWART AVE

As the City of Gulfport works to ensure a safe and healthy environment for our citizens and visitors, it is sometimes necessary to request the help of private property owners to improve the safety, health and appearance of our City. As a part of ongoing efforts, Code Enforcement personnel recently conducted a visual inspection of the above noted property. As a result, violations of one or more of the following laws, statutes, codes or ordinances were identified: Section 21-19-11 (Miss Code Ann. 1972 as amended), the International Property Maintenance Code (IPMC), and applicable Municipal Ordinances. The violations are as follows and based on the violations identified, the City requests that you take the following corrective actions:

Violation(s):		Corrective Actions Required:
OVERGROWN PROPERTY, IPMC 302.4		CUT & CLEAN THE PROPERTY
WEEDS&PLANT GROWTH, IPMC 302.4		REMOVE WEEDS, VINES, LIMBS, TR
TRASH & DEBRIS, IPMC 308.1		REMOVE/HAUL OFF TRASH & DEBRIS

The City is asking that you please take the above actions within the next FOURTEEN (14) days to prevent further action as set out in the paragraph below.

NOTICE OF HEARING

If you have not taken the above noted corrective actions within the 14 days provided, you are hereby given notice of and invited to attend a public hearing before the Gulfport City Council on, 12/16/2025 at 1:30 PM on the 2nd Floor of Gulfport's City Hall, 2309 15th Street, on the violations set forth above. At this hearing, the City Council will be asked to adjudicate that the subject property is in a state of uncleanliness or a menace to the public health, safety and welfare of the community. This adjudication will also authorize the City of Gulfport to re-enter the property for a period of one (1) year without any further hearings if notice is posted on this property and at City Hall on the first floor, 2309 15th Street, Gulfport, MS at least seven (7) days prior to re-entering the property for resolution of the same type of violation. In addition, the City Council will be asked to authorize advertisement for bids to perform the necessary corrective actions. All costs incurred will be assessed to your property taxes and/or posted to the county Judgment Rolls. Please contact our office at (228) 868-5718, if you have any questions about this letter or if the requested corrective actions are taken within the Fourteen (14) day period in order to avoid our proceeding with a public hearing on your property.

Respectfully yours,

Jeremy Perry
Jeremy Perry - CODE ENFORCEMENT
cc: Mayor HUGH D. KEATING
Council Member: KENDAL LAMAR BUCKNER Case Number: 16984

CODE ENFORCEMENT DIVISION
P.O. Box "S"
Gulfport, MS 39502-1780
Phone: 228-868-5718
Gulfport Police Department
2210 15th St.
Gulfport, MS 39501

November 21, 2025

HAWTHORNE ROSIE LEE -EST-
C/O NATHANIEL HAWTHORNE
804 W RAILROAD
LONG BEACH, MS 39560

Reference: Tax Parcel Number: 0711K-04-106.000
1414 STEWART AVE

As the City of Gulfport works to ensure a safe and healthy environment for our citizens and visitors, it is sometimes necessary to request the help of private property owners to improve the safety, health and appearance of our City. As a part of ongoing efforts, Code Enforcement personnel recently conducted a visual inspection of the above noted property. As a result, violations of one or more of the following laws, statutes, codes or ordinances were identified: Section 21-19-11 (Miss Code Ann. 1972 as amended), the International Property Maintenance Code (IPMC), and applicable Municipal Ordinances. The violations are as follows and based on the violations identified, the City requests that you take the following corrective actions:

Violation(s):		Corrective Actions Required:
OVERGROWN PROPERTY, IPMC 302.4		CUT & CLEAN THE PROPERTY
WEEDS&PLANT GROWTH, IPMC 302.4		REMOVE WEEDS, VINES, LIMBS, TR
TRASH & DEBRIS, IPMC 308.1		REMOVE/HAUL OFF TRASH & DEBRIS

The City is asking that you please take the above actions within the next FOURTEEN (14) days to prevent further action as set out in the paragraph below.

NOTICE OF HEARING

If you have not taken the above noted corrective actions within the 14 days provided, you are hereby given notice of and invited to attend a public hearing before the Gulfport City Council on, 12/16/2025 at 1:30 PM on the 2nd Floor of Gulfport's City Hall, 2309 15th Street, on the violations set forth above. At this hearing, the City Council will be asked to adjudicate that the subject property is in a state of uncleanliness or a menace to the public health, safety and welfare of the community. This adjudication will also authorize the City of Gulfport to re-enter the property for a period of one (1) year without any further hearings if notice is posted on this property and at City Hall on the first floor, 2309 15th Street, Gulfport, MS at least seven (7) days prior to re-entering the property for resolution of the same type of violation. In addition, the City Council will be asked to authorize advertisement for bids to perform the necessary corrective actions. All costs incurred will be assessed to your property taxes and/or posted to the county Judgment Rolls. Please contact our office at (228) 868-5718, if you have any questions about this letter or if the requested corrective actions are taken within the Fourteen (14) day period in order to avoid our proceeding with a public hearing on your property.

Respectfully yours,

Jeremy Perry
Jeremy Perry - CODE ENFORCEMENT
cc: Mayor HUGH D. KEATING
Council Member: KENDAL LAMAR BUCKNER

Case Number: 16984


GULFPORT
Nov 21, 2025


POSTED
Nov 21, 2025

CODE ENFORCEMENT DIVISION
P.O. Box "S"
Gulfport, MS 39502-1780
Phone: 228-868-5718
Gulfport Police Department
2210 15th St.
Gulfport, MS 39501

November 21, 2025

O'BRIEN SEAN PATRICK
52 53RD ST CIR
GULFPORT, MS 39507

Reference: Tax Parcel Number: 0711J-01-013.000
43RD AVE

As the City of Gulfport works to ensure a safe and healthy environment for our citizens and visitors, it is sometimes necessary to request the help of private property owners to improve the safety, health and appearance of our City. As a part of ongoing efforts, Code Enforcement personnel recently conducted a visual inspection of the above noted property. As a result, violations of one or more of the following laws, statutes, codes or ordinances were identified: Section 21-19-11 (Miss Code Ann. 1972 as amended), the International Property Maintenance Code (IPMC), and applicable Municipal Ordinances. The violations are as follows and based on the violations identified, the City requests that you take the following corrective actions:

Violation(s):		Corrective Actions Required:
TRASH & DEBRIS, IPMC 308.1		REMOVE/HAUL OFF TRASH & DEBRIS
INOPERABLE VEHICLE, IPMC 302.8		REMOVE OR REPAIR & LEGALLY TAG
VEH. ON VACANT LOT IPMC 301.3		REMOVE VEHICLE
UNSANITARY COND. IPMC 302.1		CORRECT UNSANITARY CONDITION

The City is asking that you please take the above actions within the next FOURTEEN (14) days to prevent further action as set out in the paragraph below.

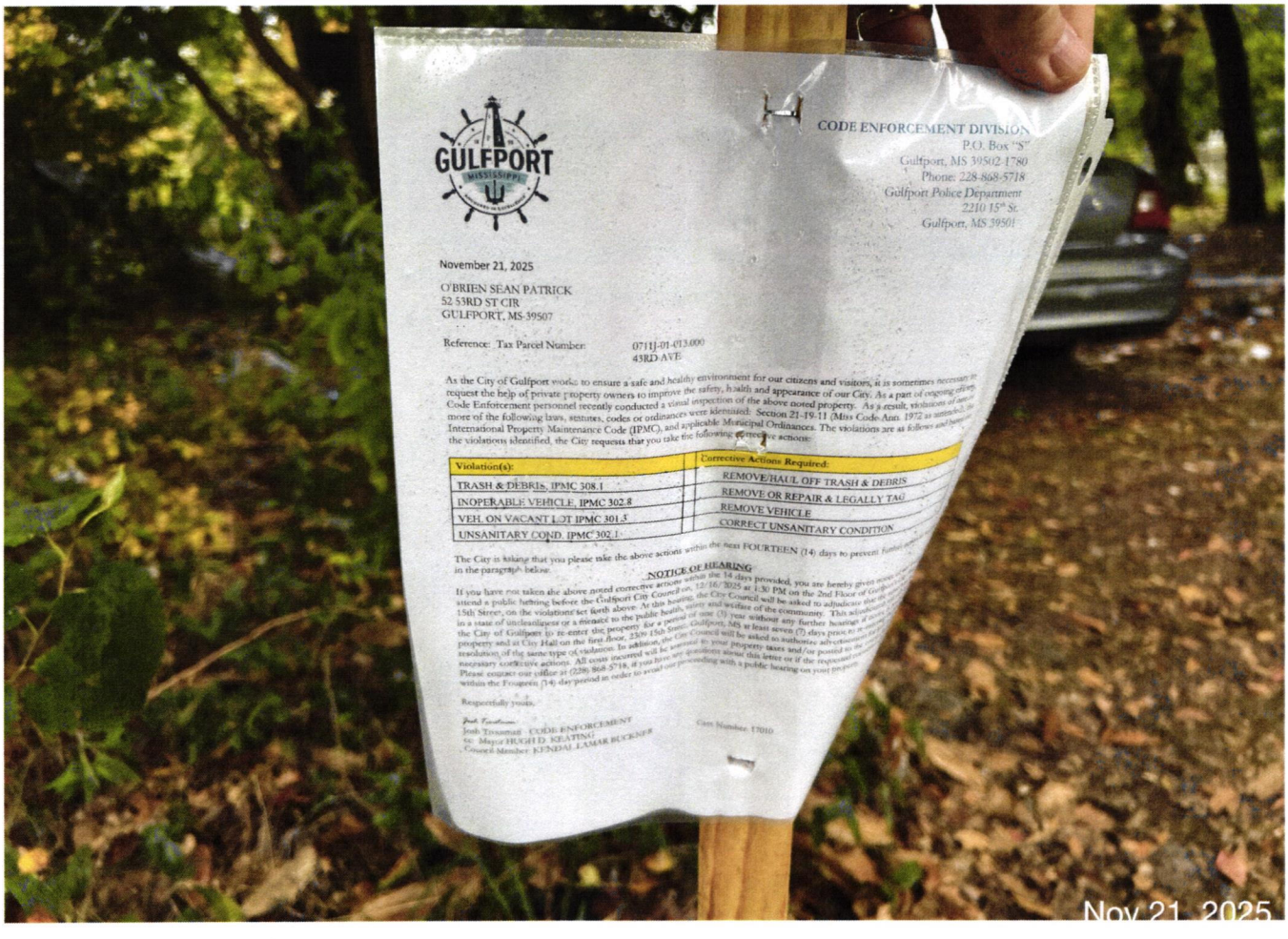
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Respectfully yours,

Josh Troutman
Josh Troutman - CODE ENFORCEMENT
cc: Mayor HUGH D. KEATING
Council Member: KENDAL LAMAR BUCKNER Case Number: 17010


Nov 21, 2025


GULFPORT
MISSISSIPPI
CODE ENFORCEMENT DIVISION
P.O. Box "S"
Gulfport, MS 39502-1780
Phone: 228-868-5718
Gulfport Police Department
2210 15th St.
Gulfport, MS 39501
November 21, 2025
O'BRIEN SEAN PATRICK
52 53RD ST CIR
GULFPORT, MS 39507
Reference: Tax Parcel Number: 0711J-01-013.000
43RD AVE
As the City of Gulfport works to ensure a safe and healthy environment for our citizens and visitors, it is sometimes necessary to request the help of private property owners to improve the safety, health and appearance of our City. As a part of ongoing efforts, Code Enforcement personnel recently conducted a visual inspection of the above noted property. As a result, violations of one or more of the following laws, statutes, codes or ordinances were identified: Section 21-19-11 (Miss Code Ann. 1972 as amended), the International Property Maintenance Code (IPMC), and applicable Municipal Ordinances. The violations are as follows and for the violations identified, the City requests that you take the following corrective actions:
Violation(s): | Corrective Actions Required:
TRASH & DEBRIS, IPMC 308.1 | REMOVE/HAUL OFF TRASH & DEBRIS
INOPERABLE VEHICLE, IPMC 302.8 | REMOVE OR REPAIR & LEGALLY TAG
VEH. ON VACANT LOT IPMC 301.3 | REMOVE VEHICLE
UNSANITARY COND. IPMC 302.1 | CORRECT UNSANITARY CONDITION
The City is asking that you please take the above actions within the next FOURTEEN (14) days to prevent further
in the paragraph below.
NOTICE OF HEARING
If you have not taken the above noted corrective actions within the 14 days provided, you are hereby given notice
attend a public hearing before the Gulfport City Council on, 12/16/2025 at 1:30 PM on the 2nd Floor of Gulfport
15th Street, on the violations set forth above. At this hearing, the City Council will be asked to adjudicate that the
in a state of uncleanliness or a nuisance to the public health, safety and welfare of the community. This adjudication
the City of Gulfport to re-enter the property for a period of one (1) year without any further hearings if
property and at City Hall on the first floor, 2309 15th Street, Gulfport, MS, at least seven (7) days prior to the
resolution of the same type of violation. In addition, the City Council will be asked to authorize advertisement
necessary corrective actions. All costs incurred will be assessed to your property taxes and/or posted to the
Please contact our office at (228) 868-5718, if you have any questions about this letter or if the requested
within the Fourteen (14) day period in order to avoid our proceeding with a public hearing on your property
Respectfully yours,
Josh Tessmer, CODE ENFORCEMENT
Case Number: 17010
cc: Mayor HUGH D. KEATING
Council Member KENDAL LAMAR BUCKLEY
Nov 21, 2025


Nov 21, 2025


Nov 21, 2025


Nov 21, 2025


Nov 21, 2025


Nov 21, 2025


Nov 21, 2025

CODE ENFORCEMENT DIVISION
P.O. Box "S"
Gulfport, MS 39502-1780
Phone: 228-868-5718
Gulfport Police Department
2210 15th St.
Gulfport, MS 39501

November 25, 2025

TRAN SANG & BICH NGOC N
1200 2ND STREET
GULFPORT, MS 39501

Reference: Tax Parcel Number: 0811E-05-030.000
1600 34TH AVE

As the City of Gulfport works to ensure a safe and healthy environment for our citizens and visitors, it is sometimes necessary to request the help of private property owners to improve the safety, health and appearance of our City. As a part of ongoing efforts, Code Enforcement personnel recently conducted a visual inspection of the above noted property. As a result, violations of one or more of the following laws, statutes, codes or ordinances were identified: Section 21-19-11 (Miss Code Ann. 1972 as amended), the International Property Maintenance Code (IPMC), and applicable Municipal Ordinances. The violations are as follows and based on the violations identified, the City requests that you take the following corrective actions:

Violation(s):		Corrective Actions Required:
OVERGROWN PROPERTY, IPMC 302.4		CUT & CLEAN THE PROPERTY
WEEDS&PLANT GROWTH, IPMC 302.4		REMOVE WEEDS, VINES, LIMBS, TR
TRASH & DEBRIS, IPMC 308.1		REMOVE/HAUL OFF TRASH & DEBRIS
REMOVE AND HAUL OFF DEAD TREE		REMOVE AND HAUL OFF TREE

The City is asking that you please take the above actions within the next FOURTEEN (14) days to prevent further action as set out in the paragraph below.

NOTICE OF HEARING

If you have not taken the above noted corrective actions within the 14 days provided, you are hereby given notice of and invited to attend a public hearing before the Gulfport City Council on, 12/16/2025 at 1:30 PM on the 2nd Floor of Gulfport's City Hall, 2309 15th Street, on the violations set forth above. At this hearing, the City Council will be asked to adjudicate that the subject property is in a state of uncleanliness or a menace to the public health, safety and welfare of the community. This adjudication will also authorize the City of Gulfport to re-enter the property for a period of one (1) year without any further hearings if notice is posted on this property and at City Hall on the first floor, 2309 15th Street, Gulfport, MS at least seven (7) days prior to re-entering the property for resolution of the same type of violation. In addition, the City Council will be asked to authorize advertisement for bids to perform the necessary corrective actions. All costs incurred will be assessed to your property taxes and/or posted to the county Judgment Rolls. Please contact our office at (228) 868-5718, if you have any questions about this letter or if the requested corrective actions are taken within the Fourteen (14) day period in order to avoid our proceeding with a public hearing on your property.

Respectfully yours,

Jeremy Perry
Jeremy Perry - CODE ENFORCEMENT
cc: Mayor HUGH D. KEATING
Council Member: KENDAL LAMAR BUCKNER

Case Number: 17046


Nov 26, 2025


NO
TRESPASSING
Nov 26, 2025

CODE ENFORCEMENT DIVISION
P.O. Box "S"
Gulfport, MS 39502-1780
Phone: 228-868-5718
Gulfport Police Department
2210 15th St.
Gulfport, MS 39501

December 2, 2025

BUSSOLATI PAUL & HELVESTON STANLEY
1804 30TH AVE
GULFPORT, MS 39501

Reference: Tax Parcel Number: 0811E-02-009.000
1804 30TH AVE

As the City of Gulfport works to ensure a safe and healthy environment for our citizens and visitors, it is sometimes necessary to request the help of private property owners to improve the safety, health and appearance of our City. As a part of ongoing efforts, Code Enforcement personnel recently conducted a visual inspection of the above noted property. As a result, violations of one or more of the following laws, statutes, codes or ordinances were identified: Section 21-19-11 (Miss Code Ann. 1972 as amended), the International Property Maintenance Code (IPMC), and applicable Municipal Ordinances. The violations are as follows and based on the violations identified, the City requests that you take the following corrective actions:

Violation(s):		Corrective Actions Required:
TRASH & DEBRIS, IPMC 308.1		REMOVE/HAUL OFF TRASH & DEBRIS
UNSANITARY COND. IPMC 302.1		CORRECT UNSANITARY CONDITION

The City is asking that you please take the above actions within the next FOURTEEN (14) days to prevent further action as set out in the paragraph below.

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Respectfully yours,

Tyler Wales
Tyler Wales - CODE ENFORCEMENT
cc: Mayor HUGH D. KEATING
Council Member: KENDAL LAMAR BUCKNER

Case Number: 17049

CODE ENFORCEMENT DIVISION
P.O. Box "S"
Gulfport, MS 39502-1780
Phone: 228-868-5718
Gulfport Police Department
2210 15th St.
Gulfport, MS 39501

December 2, 2025

BUSSOLATI PAUL & HELVESTON STANLEY
1712 31ST AVE
GULFPORT, MS 39501

Reference: Tax Parcel Number: 0811E-02-009.000
1804 30TH AVE

As the City of Gulfport works to ensure a safe and healthy environment for our citizens and visitors, it is sometimes necessary to request the help of private property owners to improve the safety, health and appearance of our City. As a part of ongoing efforts, Code Enforcement personnel recently conducted a visual inspection of the above noted property. As a result, violations of one or more of the following laws, statutes, codes or ordinances were identified: Section 21-19-11 (Miss Code Ann. 1972 as amended), the International Property Maintenance Code (IPMC), and applicable Municipal Ordinances. The violations are as follows and based on the violations identified, the City requests that you take the following corrective actions:

Violation(s):		Corrective Actions Required:
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UNSANITARY COND. IPMC 302.1		CORRECT UNSANITARY CONDITION

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Respectfully yours,

Tyler Wales
Tyler Wales - CODE ENFORCEMENT
cc: Mayor HUGH D. KEATING
Council Member: KENDAL LAMAR BUCKNER

Case Number: 17049


GULFPORT
MISSISSIPPI
CODE ENFORCEMENT DIVISION
P.O. Box "S"
Gulfport, MS 39502-1780
Phone: 228-868-5718
Gulfport Police Department
2210 15th St.
Gulfport, MS 39501
December 2, 2025
BUSSOLATI PAUL & HELVESTON STANLEY
1804 30TH AVE
GULFPORT, MS 39501
Reference: Tax Parcel Number: 0811E-02-009.000
1804 30TH AVE
As the City of Gulfport works to ensure a safe and healthy environment for our citizens and visitors, it is sometimes necessary to request the help of private property owners to improve the safety, health and appearance of our City. As a part of ongoing efforts, Code Enforcement personnel recently conducted a visual inspection of the above noted property. As a result, violations of one or more of the following laws, statutes, codes or ordinances were identified: Section 21-19-11 (Miss Code Ann. 1972 as amended), the International Property Maintenance Code (IPMC), and applicable Municipal Ordinances. The violations are as follows and based on the violations identified, the City requests that you take the following corrective actions:
Violation(s):
Corrective Actions Required:
TRASH & DEBRIS, IPMC 308.1
REMOVE/HAUL OFF TRASH & DEBRIS
UNSANITARY COND, IPMC 302.1
CORRECT UNSANITARY CONDITION
The City is asking that you please take the above actions within the next FOURTEEN (14) days to prevent further action as set out in the paragraph below.
NOTICE OF HEARING
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Respectfully yours,
Tyler Walker, CODE ENFORCEMENT
Mayor BILLY HARTWIG KEATING
Council Members RANDAL LAMAR & UCKNER
Case Number: 17049
Dec 2, 2025 at 9:27 AM


Dec 2, 2025 at 9:27 AM


NO
TRESPASSING
STOP
Dec 2, 2025 at 9:24 AM


Dec 2, 2025 at 9:24 AM


Dec 2, 2025 at 9:24 AM


Dec 2, 2025 at 9:24 AM


Dec 2, 2025 at 9:24 AM


Dec 2, 2025 at 9:24 AM


Dec 2, 2025 at 9:24 AM


Dec 2, 2025 at 9:27 AM


TOP
Dec 2, 2025 at 9:24 AM

CODE ENFORCEMENT DIVISION
P.O. Box "S"
Gulfport, MS 39502-1780
Phone: 228-868-5718
Gulfport Police Department
2210 15th St.
Gulfport, MS 39501

November 20, 2025

GOMEZ JORGE LUIS & SMITH FELICIA D
16255 RIO GRANDE ST
GULFPORT, MS 39501

Reference: Tax Parcel Number: 0710H-01-039.001
16255 RIO GRANDE ST

As the City of Gulfport works to ensure a safe and healthy environment for our citizens and visitors, it is sometimes necessary to request the help of private property owners to improve the safety, health and appearance of our City. As a part of ongoing efforts, Code Enforcement personnel recently conducted a visual inspection of the above noted property. As a result, violations of one or more of the following laws, statutes, codes or ordinances were identified: Section 21-19-11 (Miss Code Ann. 1972 as amended), the International Property Maintenance Code (IPMC), and applicable Municipal Ordinances. The violations are as follows and based on the violations identified, the City requests that you take the following corrective actions:

Violation(s):		Corrective Actions Required:
OVERGROWN PROPERTY, IPMC 302.4		CUT & CLEAN THE PROPERTY
WEEDS&PLANT GROWTH, IPMC 302.4		REMOVE WEEDS, VINES, LIMBS, TR
TRASH & DEBRIS, IPMC 308.1		REMOVE/HAUL OFF TRASH & DEBRIS

The City is asking that you please take the above actions within the next FOURTEEN (14) days to prevent further action as set out in the paragraph below.

NOTICE OF HEARING

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Respectfully yours,

Jeremy Perry
Jeremy Perry - CODE ENFORCEMENT
cc: Mayor HUGH D. KEATING
Council Member: ELLA HOLMES-HINES Case Number: 16830


GULFPORT
Nov 20, 2025


Nov 20, 2025

CODE ENFORCEMENT DIVISION
P.O. Box "S"
Gulfport, MS 39502-1780
Phone: 228-868-5718
Gulfport Police Department
2210 15th St.
Gulfport, MS 39501

December 2, 2025

OZ HOLDINGS MSGC LLC
1140 PASS RD
GULFPORT, MS 39503

Reference: Tax Parcel Number: 0810P-02-005.000
1140 PASS RD

As the City of Gulfport works to ensure a safe and healthy environment for our citizens and visitors, it is sometimes necessary to request the help of private property owners to improve the safety, health and appearance of our City. As a part of ongoing efforts, Code Enforcement personnel recently conducted a visual inspection of the above noted property. As a result, violations of one or more of the following laws, statutes, codes or ordinances were identified: Section 21-19-11 (Miss Code Ann. 1972 as amended), the International Property Maintenance Code (IPMC), and applicable Municipal Ordinances. The violations are as follows and based on the violations identified, the City requests that you take the following corrective actions:

Violation(s):	Corrective Actions Required:
OVERGROWN PROPERTY, IPMC 302.4	CUT & CLEAN THE PROPERTY
WEEDS&PLANT GROWTH, IPMC 302.4	REMOVE WEEDS, VINES, LIMBS, TR
TRASH & DEBRIS, IPMC 308.1	REMOVE/HAUL OFF TRASH & DEBRIS
EXT MAINTENANCE, IPMC 304.1	MAKE NECESSARY REPAIRS
ABANDONED SIGN, SEC 9-108	REMOVE ABANDONED SIGN
VACANT STRUCTURE, IPMC 301.3	BOARD UP AND SECURE OPENINGS
CLUTTER, IPMC 302.10	REMOVE CLUTTER AND DEBRIS

The City is asking that you please take the above actions within the next FOURTEEN (14) days to prevent further action as set out in the paragraph below.

NOTICE OF HEARING

If you have not taken the above noted corrective actions within the 14 days provided, you are hereby given notice of and invited to attend a public hearing before the Gulfport City Council on, 12/16/2025 at 1:30 PM on the 2nd Floor of Gulfport's City Hall, 2309 15th Street, on the violations set forth above. At this hearing, the City Council will be asked to adjudicate that the subject property is in a state of uncleanliness or a menace to the public health, safety and welfare of the community. This adjudication will also authorize the City of Gulfport to re-enter the property for a period of one (1) year without any further hearings if notice is posted on this property and at City Hall on the first floor, 2309 15th Street, Gulfport, MS at least seven (7) days prior to re-entering the property for resolution of the same type of violation. In addition, the City Council will be asked to authorize advertisement for bids to perform the necessary corrective actions. All costs incurred will be assessed to your property taxes and/or posted to the county Judgment Rolls. Please contact our office at (228) 868-5718, if you have any questions about this letter or if the requested corrective actions are taken within the Fourteen (14) day period in order to avoid our proceeding with a public hearing on your property.

Respectfully yours,
Travis Johnson - CODE ENFORCEMENT
cc: Mayor HUGH D. KEATING
Council Member: ELLA HOLMES-HINES

Case Number: 16870

CODE ENFORCEMENT DIVISION
P.O. Box "S"
Gulfport, MS 39502-1780
Phone: 228-868-5718
Gulfport Police Department
2210 15th St.
Gulfport, MS 39501

December 2, 2025

OZ HOLDINGS MSGC LLC
720 BELLANDE AVE
OCEAN SPRINGS, MS 39564

Reference: Tax Parcel Number: 0810P-02-005.000
1140 PASS RD

As the City of Gulfport works to ensure a safe and healthy environment for our citizens and visitors, it is sometimes necessary to request the help of private property owners to improve the safety, health and appearance of our City. As a part of ongoing efforts, Code Enforcement personnel recently conducted a visual inspection of the above noted property. As a result, violations of one or more of the following laws, statutes, codes or ordinances were identified: Section 21-19-11 (Miss Code Ann. 1972 as amended), the International Property Maintenance Code (IPMC), and applicable Municipal Ordinances. The violations are as follows and based on the violations identified, the City requests that you take the following corrective actions:

Violation(s):	Corrective Actions Required:
OVERGROWN PROPERTY, IPMC 302.4	CUT & CLEAN THE PROPERTY
WEEDS&PLANT GROWTH, IPMC 302.4	REMOVE WEEDS, VINES, LIMBS, TR
TRASH & DEBRIS, IPMC 308.1	REMOVE/HAUL OFF TRASH & DEBRIS
EXT MAINTENANCE, IPMC 304.1	MAKE NECESSARY REPAIRS
ABANDONED SIGN, SEC 9-108	REMOVE ABANDONED SIGN
VACANT STRUCTURE, IPMC 301.3	BOARD UP AND SECURE OPENINGS
CLUTTER, IPMC 302.10	REMOVE CLUTTER AND DEBRIS

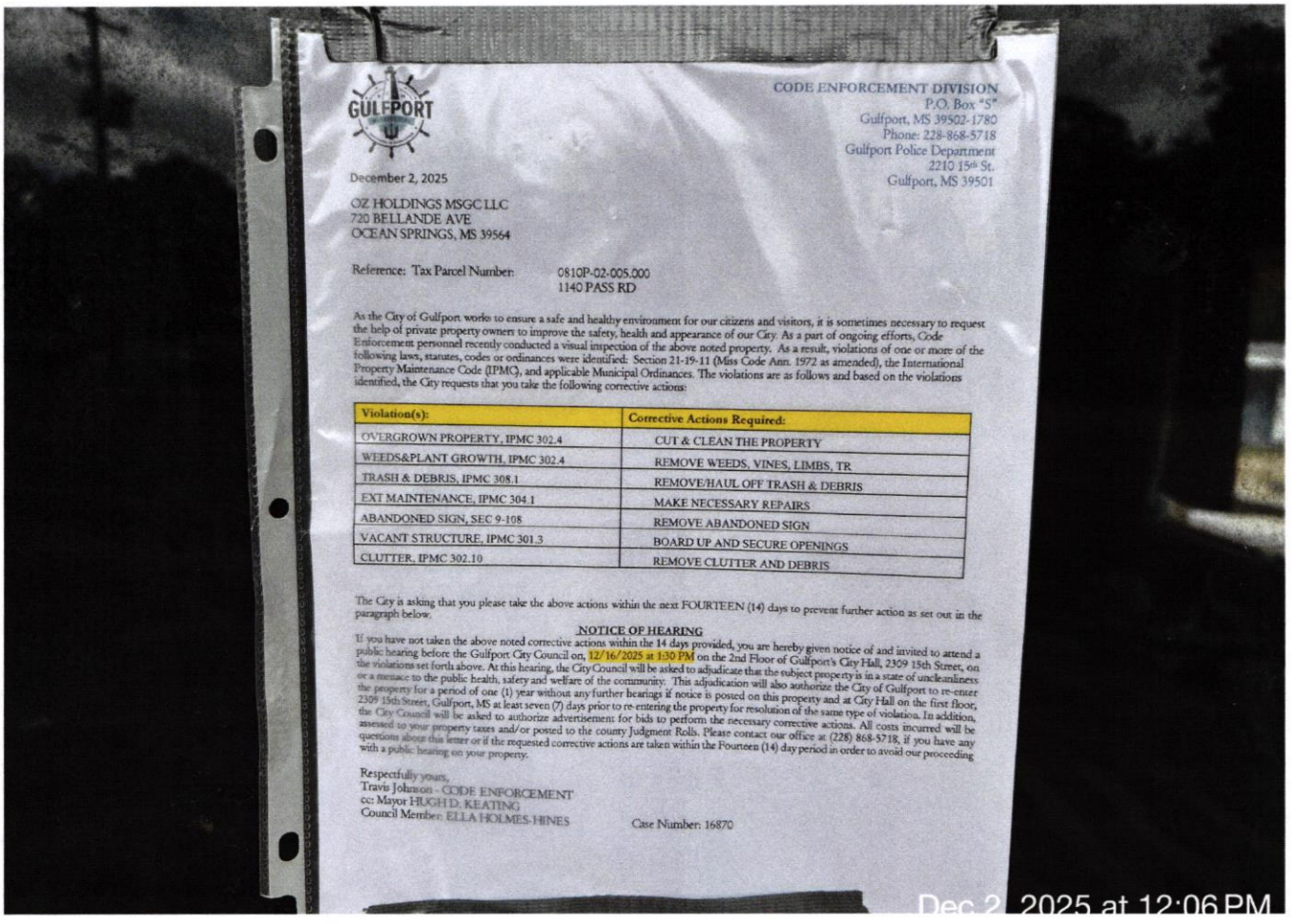
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Respectfully yours,
Travis Johnson - CODE ENFORCEMENT
cc: Mayor HUGH D. KEATING
Council Member: ELLA HOLMES-HINES

Case Number: 16870



GULFPORT

CODE ENFORCEMENT DIVISION
P.O. Box "5"
Gulfport, MS 39502-1780
Phone: 228-868-5718
Gulfport Police Department
2210 15th St.
Gulfport, MS 39501

December 2, 2025

OZ HOLDINGS MSGC LLC
720 BELLANDE AVE
OCEAN SPRINGS, MS 39564

Reference: Tax Parcel Number: 0810P-02-005.000
1140 PASS RD

As the City of Gulfport works to ensure a safe and healthy environment for our citizens and visitors, it is sometimes necessary to request the help of private property owners to improve the safety, health and appearance of our City. As a part of ongoing efforts, Code Enforcement personnel recently conducted a visual inspection of the above noted property. As a result, violations of one or more of the following laws, statutes, codes or ordinances were identified: Section 21-19-11 (Miss Code Ann. 1972 as amended), the International Property Maintenance Code (IPMC), and applicable Municipal Ordinances. The violations are as follows and based on the violations identified, the City requests that you take the following corrective actions:

Violation(s):	Corrective Actions Required:
OVERGROWN PROPERTY, IPMC 302.4	CUT & CLEAN THE PROPERTY
WEEDS&PLANT GROWTH, IPMC 302.4	REMOVE WEEDS, VINES, LIMBS, TR
TRASH & DEBRIS, IPMC 308.1	REMOVE/HAUL OFF TRASH & DEBRIS
EXT MAINTENANCE, IPMC 304.1	MAKE NECESSARY REPAIRS
ABANDONED SIGN, SEC 9-105	REMOVE ABANDONED SIGN
VACANT STRUCTURE, IPMC 301.3	BOARD UP AND SECURE OPENINGS
CLUTTER, IPMC 302.10	REMOVE CLUTTER AND DEBRIS

The City is asking that you please take the above actions within the next FOURTEEN (14) days to prevent further action as set out in the paragraph below.

NOTICE OF HEARING

If you have not taken the above noted corrective actions within the 14 days provided, you are hereby given notice of and invited to attend a public hearing before the Gulfport City Council on, 12/16/2025 at 1:30 PM on the 2nd Floor of Gulfport's City Hall, 2309 15th Street, on the violations set forth above. At this hearing, the City Council will be asked to adjudicate that the subject property is in a state of uncleanliness or a menace to the public health, safety and welfare of the community. This adjudication will also authorize the City of Gulfport to re-enter the property for a period of one (1) year without any further hearings if notice is posted on this property and at City Hall on the first floor, 2309 15th Street, Gulfport, MS at least seven (7) days prior to re-entering the property for resolution of the same type of violation. In addition, the City Council will be asked to authorize advertisement for bids to perform the necessary corrective actions. All costs incurred will be assessed to your property taxes and/or posted to the county Judgment Rolls. Please contact our office at (228) 868-5718, if you have any questions about this letter or if the requested corrective actions are taken within the Fourteen (14) day period in order to avoid our proceeding with a public hearing on your property.

Respectfully yours,
Travis Johnson - CODE ENFORCEMENT
cc: Mayor HUGH D. KEATING
Council Member ELLA HOLMES-HINES

Case Number: 16870

Dec 2, 2025 at 12:06 PM



Dec 2, 2025 at 12:07 PM


Dec 2, 2025 at 12:07 PM


Dec 2, 2025 at 12:07 PM


E
R
E
PROTECTED BY:
AST
All Safe Technologies
Dec 2, 2025 at 12:07 PM


B
Dec 2, 2025 at 12:07 PM


Dec 2, 2025 at 12:07 PM


Dec 2, 2025 at 12:07 PM


Dec 2, 2025 at 12:07 PM


Dec 2, 2025 at 12:08 PM


Dec 2, 2025 at 12:08 PM


OPEN
Dec 2, 2025 at 12:08 PM


FRAGILE
GLASS
Dec 2, 2025 at 12:08 PM


Dec 2, 2025 at 12:08 PM


Dec 2, 2025 at 12:08 PM

CODE ENFORCEMENT DIVISION
P.O. Box "S"
Gulfport, MS 39502-1780
Phone: 228-868-5718
Gulfport Police Department
2210 15th St.
Gulfport, MS 39501

November 25, 2025

K & M INVESTMENT GROUP LLC
8375 MISSISSIPPI AVE
GULFPORT, MS 39501

Reference: Tax Parcel Number: 0810C-03-027.000
8371 MISSISSIPPI AVE

As the City of Gulfport works to ensure a safe and healthy environment for our citizens and visitors, it is sometimes necessary to request the help of private property owners to improve the safety, health and appearance of our City. As a part of ongoing efforts, Code Enforcement personnel recently conducted a visual inspection of the above noted property. As a result, violations of one or more of the following laws, statutes, codes or ordinances were identified: Section 21-19-11 (Miss Code Ann. 1972 as amended), the International Property Maintenance Code (IPMC), and applicable Municipal Ordinances. The violations are as follows and based on the violations identified, the City requests that you take the following corrective actions:

Violation(s):		Corrective Actions Required:
TRASH & DEBRIS, IPMC 308.1		REMOVE/HAUL OFF TRASH & DEBRIS
GARBAGE CONT MAIN. IPMC308.3.3		MAINT. CONTAINER & SURROUNDING

The City is asking that you please take the above actions within the next FOURTEEN (14) days to prevent further action as set out in the paragraph below.

NOTICE OF HEARING

If you have not taken the above noted corrective actions within the 14 days provided, you are hereby given notice of and invited to attend a public hearing before the Gulfport City Council on, 12/16/2025 at 1:30 PM on the 2nd Floor of Gulfport's City Hall, 2309 15th Street, on the violations set forth above. At this hearing, the City Council will be asked to adjudicate that the subject property is in a state of uncleanliness or a menace to the public health, safety and welfare of the community. This adjudication will also authorize the City of Gulfport to re-enter the property for a period of one (1) year without any further hearings if notice is posted on this property and at City Hall on the first floor, 2309 15th Street, Gulfport, MS at least seven (7) days prior to re-entering the property for resolution of the same type of violation. In addition, the City Council will be asked to authorize advertisement for bids to perform the necessary corrective actions. All costs incurred will be assessed to your property taxes and/or posted to the county Judgment Rolls. Please contact our office at (228) 868-5718, if you have any questions about this letter or if the requested corrective actions are taken within the Fourteen (14) day period in order to avoid our proceeding with a public hearing on your property.

Respectfully yours,

Josh Troutman
Josh Troutman - CODE ENFORCEMENT
cc: Mayor HUGH D. KEATING
Council Member: ELLA HOLMES-HINES

Case Number: 16957

CODE ENFORCEMENT DIVISION
P.O. Box "S"
Gulfport, MS 39502-1780
Phone: 228-868-5718
Gulfport Police Department
2210 15th St.
Gulfport, MS 39501

November 25, 2025

K & M INVESTMENT GROUP LLC
3412 DIJON AVE
OCEAN SPRINGS, MS 39564

Reference: Tax Parcel Number: 0810C-03-027.000
8371 MISSISSIPPI AVE

As the City of Gulfport works to ensure a safe and healthy environment for our citizens and visitors, it is sometimes necessary to request the help of private property owners to improve the safety, health and appearance of our City. As a part of ongoing efforts, Code Enforcement personnel recently conducted a visual inspection of the above noted property. As a result, violations of one or more of the following laws, statutes, codes or ordinances were identified: Section 21-19-11 (Miss Code Ann. 1972 as amended), the International Property Maintenance Code (IPMC), and applicable Municipal Ordinances. The violations are as follows and based on the violations identified, the City requests that you take the following corrective actions:

Violation(s):		Corrective Actions Required:
TRASH & DEBRIS, IPMC 308.1		REMOVE/HAUL OFF TRASH & DEBRIS
GARBAGE CONT MAIN. IPMC308.3.3		MAINT. CONTAINER & SURROUNDING

The City is asking that you please take the above actions within the next FOURTEEN (14) days to prevent further action as set out in the paragraph below.

NOTICE OF HEARING

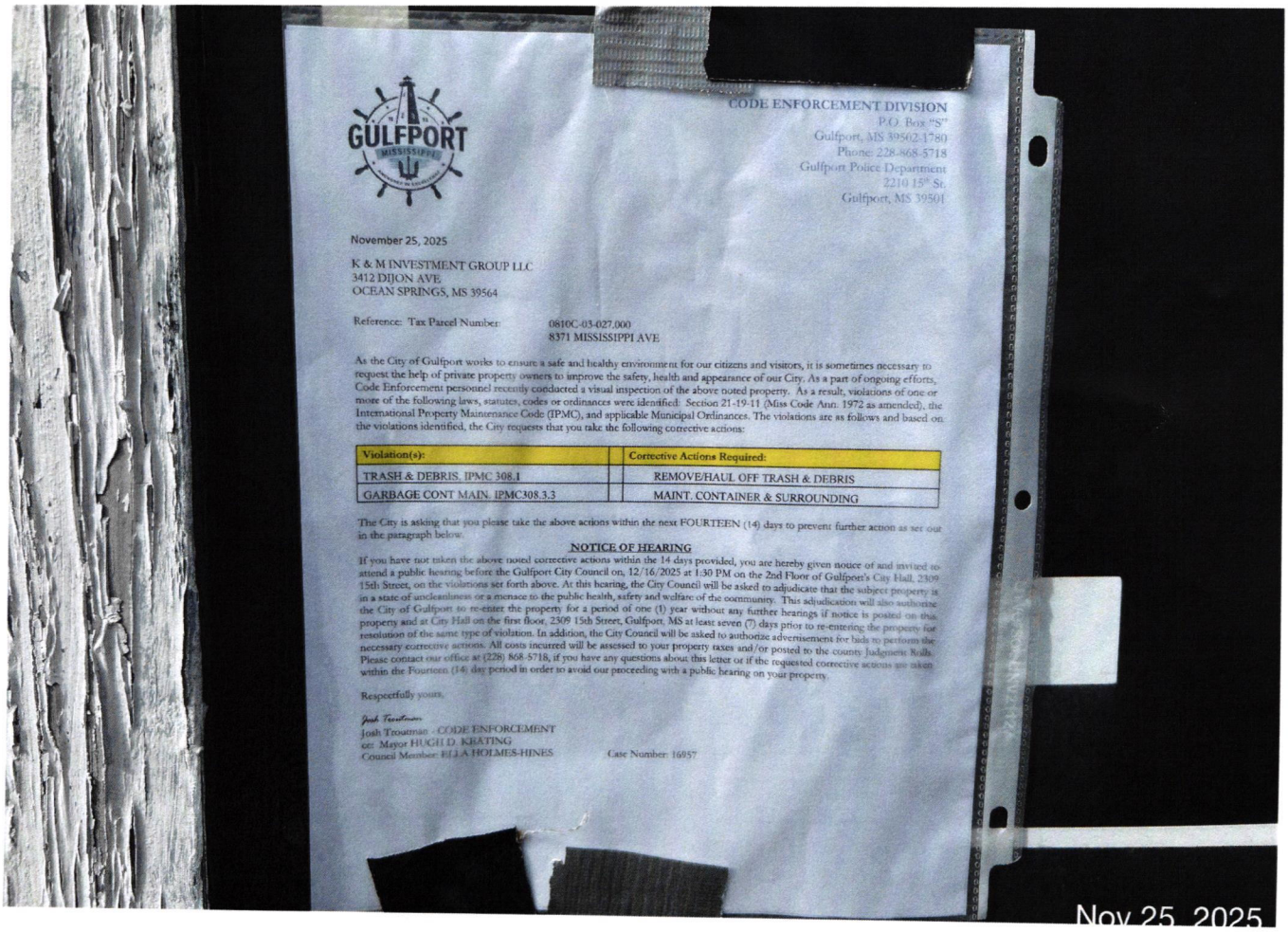
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Respectfully yours,

Josh Troutman
Josh Troutman - CODE ENFORCEMENT
cc: Mayor HUGH D. KEATING
Council Member: ELLA HOLMES-HINES

Case Number: 16957


LOTUS
APARTMENT HOMES
228-313-5080
Nov 25, 2025


GULFPORT
MISSISSIPPI
CODE ENFORCEMENT DIVISION
P.O. Box "S"
Gulfport, MS 39502-1780
Phone: 228-868-5718
Gulfport Police Department
2210 15th St.
Gulfport, MS 39501
November 25, 2025
K & M INVESTMENT GROUP LLC
3412 DIJON AVE.
OCEAN SPRINGS, MS 39564
Reference: Tax Parcel Number: 0610C-03-027.000
8371 MISSISSIPPI AVE
As the City of Gulfport works to ensure a safe and healthy environment for our citizens and visitors, it is sometimes necessary to request the help of private property owners to improve the safety, health and appearance of our City. As a part of ongoing efforts, Code Enforcement personnel recently conducted a visual inspection of the above noted property. As a result, violations of one or more of the following laws, statutes, codes or ordinances were identified: Section 21-19-11 (Miss Code Ann. 1972 as amended), the International Property Maintenance Code (IPMC), and applicable Municipal Ordinances. The violations are as follows and based on the violations identified, the City requests that you take the following corrective actions:
Violation(s):
Corrective Actions Required:
TRASH & DEBRIS. IPMC 308.1
REMOVE/HAUL OFF TRASH & DEBRIS
GARBAGE CONT MAIN. IPMC308.3.3
MAINT. CONTAINER & SURROUNDING
The City is asking that you please take the above actions within the next FOURTEEN (14) days to prevent further action as set out in the paragraph below.
NOTICE OF HEARING
If you have not taken the above noted corrective actions within the 14 days provided, you are hereby given notice of and invited to attend a public hearing before the Gulfport City Council on, 12/16/2025 at 1:30 PM on the 2nd Floor of Gulfport's City Hall, 2309 15th Street, on the violations set forth above. At this hearing, the City Council will be asked to adjudicate that the subject property is in a state of uncleanliness or a menace to the public health, safety and welfare of the community. This adjudication will also authorize the City of Gulfport to re-enter the property for a period of one (1) year without any further hearings if notice is posted on this property and at City Hall on the first floor, 2309 15th Street, Gulfport, MS at least seven (7) days prior to re-entering the property for resolution of the same type of violation. In addition, the City Council will be asked to authorize advertisement for bids to perform the necessary corrective actions. All costs incurred will be assessed to your property taxes and/or posted to the county Judgment Rolls. Please contact our office at (228) 868-5718, if you have any questions about this letter or if the requested corrective actions are taken within the Fourteen (14) day period in order to avoid our proceeding with a public hearing on your property.
Respectfully yours,
Josh Troutman - CODE ENFORCEMENT
cc: Mayor HUGH D. KEATING
Council Member: ELLA HOLMES-HINES
Case Number: 16957
Nov 25, 2025


WASTE PRO
WASTE PRO
800 264 2451
Nov 25, 2025


800 264 2451
Nov 25, 2025


WASTE MANAGEMENT
800 284 2451
wm.com
Nov 25, 2025


WASTE PRO
Nov 25, 2025

CODE ENFORCEMENT DIVISION
P.O. Box "S"
Gulfport, MS 39502-1780
Phone: 228-868-5718
Gulfport Police Department
2210 15th St.
Gulfport, MS 39501

November 25, 2025

ROBINSON MILTON D
2207 30TH ST
GULFPORT, MS 39501

Reference: Tax Parcel Number: 0810N-03-021.001
2207 30TH ST

As the City of Gulfport works to ensure a safe and healthy environment for our citizens and visitors, it is sometimes necessary to request the help of private property owners to improve the safety, health and appearance of our City. As a part of ongoing efforts, Code Enforcement personnel recently conducted a visual inspection of the above noted property. As a result, violations of one or more of the following laws, statutes, codes or ordinances were identified: Section 21-19-11 (Miss Code Ann. 1972 as amended), the International Property Maintenance Code (IPMC), and applicable Municipal Ordinances. The violations are as follows and based on the violations identified, the City requests that you take the following corrective actions:

Violation(s):		Corrective Actions Required:
OVERGROWN PROPERTY, IPMC 302.4		CUT & CLEAN THE PROPERTY
WEEDS&PLANT GROWTH, IPMC 302.4		REMOVE WEEDS, VINES, LIMBS, TR
TRASH & DEBRIS, IPMC 308.1		REMOVE/HAUL OFF TRASH & DEBRIS
VACANT STRUCTURE, IPMC 301.3		BOARD UP AND SECURE OPENINGS
UNSANITARY COND. IPMC 302.1		CORRECT UNSANITARY CONDITION

The City is asking that you please take the above actions within the next FOURTEEN (14) days to prevent further action as set out in the paragraph below.

NOTICE OF HEARING

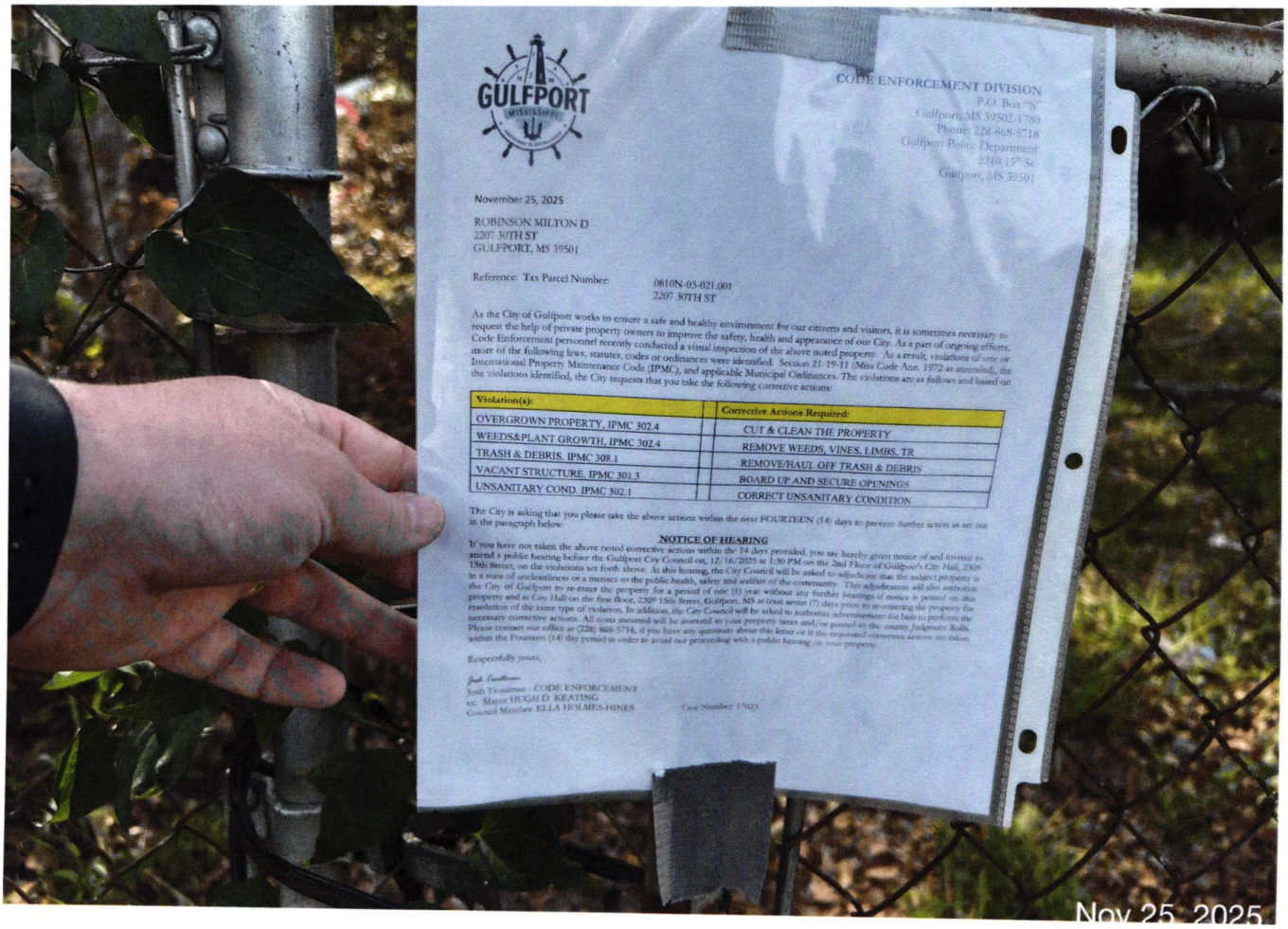
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Respectfully yours,

Josh Troutman
Josh Troutman - CODE ENFORCEMENT
cc: Mayor HUGH D. KEATING
Council Member: ELLA HOLMES-HINES

Case Number: 17023


Nov 25, 2025


GULFPORT
MISSISSIPPI
CODE ENFORCEMENT DIVISION
P.O. Box "S"
Gulfport, MS 39502-1780
Phone: 228-868-5718
Gulfport Police Department
2210 15th St.
Gulfport, MS 39501
November 25, 2025
ROBINSON MILTON D
2207 30TH ST
GULFPORT, MS 39501
Reference: Tax Parcel Number: 0810N-03-021.001
2207 30TH ST
As the City of Gulfport works to ensure a safe and healthy environment for our citizens and visitors, it is sometimes necessary to request the help of private property owners to improve the safety, health and appearance of our City. As a part of ongoing efforts, Code Enforcement personnel recently conducted a visual inspection of the above noted property. As a result, violations of one or more of the following laws, statutes, codes or ordinances were identified: Section 21-19-11 (Miss Code Ann. 1972 as amended), the International Property Maintenance Code (IPMC), and applicable Municipal Ordinances. The violations are as follows and based on the violations identified, the City requests that you take the following corrective actions:
Violation(s): | Corrective Actions Required:
OVERGROWN PROPERTY, IPMC 302.4 | CUT & CLEAN THE PROPERTY
WEEDS&PLANT GROWTH, IPMC 302.4 | REMOVE WEEDS, VINES, LIMBS, TR
TRASH & DEBRIS, IPMC 308.1 | REMOVE/HAUL OFF TRASH & DEBRIS
VACANT STRUCTURE, IPMC 301.3 | BOARD UP AND SECURE OPENINGS
UNSANITARY COND. IPMC 302.1 | CORRECT UNSANITARY CONDITION
The City is asking that you please take the above actions within the next FOURTEEN (14) days to prevent further action as set out in the paragraph below.
NOTICE OF HEARING
If you have not taken the above noted corrective actions within the 14 days provided, you are hereby given notice of and invited to attend a public hearing before the Gulfport City Council on, 12/16/2025 at 1:30 PM on the 2nd Floor of Gulfport's City Hall, 2309 15th Street, on the violations set forth above. At this hearing, the City Council will be asked to adjudicate that the subject property is in a state of uncleanliness or a menace to the public health, safety and welfare of the community. This adjudication will also authorize the City of Gulfport to re-enter the property for a period of one (1) year without any further hearings if notice is posted on this property and at City Hall on the first floor, 2309 15th Street, Gulfport, MS at least seven (7) days prior to re-entering the property for resolution of the same type of violation. In addition, the City Council will be asked to authorize advertisement for bids to perform the necessary corrective actions. All costs incurred will be assessed to your property taxes and/or posted to the county Judgment Rolls. Please contact our office at (228) 868-5718, if you have any questions about this letter or if the requested corrective actions are taken within the Fourteen (14) day period in order to avoid our proceeding with a public hearing on your property.
Respectfully yours,
Josh Troutman
Josh Troutman - CODE ENFORCEMENT
cc: Mayor HUGH D. KEATING
Council Member ELLA HOLMES-HINES
Case Number: 17023
Nov 25, 2025


Nov 25, 2025


Nov 25, 2025


Nov 25, 2025


Nov 25, 2025


Nov 25 2025


Nov 25 2025

CODE ENFORCEMENT DIVISION
P.O. Box "S"
Gulfport, MS 39502-1780
Phone: 228-868-5718
Gulfport Police Department
2210 15th St.
Gulfport, MS 39501

December 2, 2025

GULF COAST PROPERTIES LLC
1261 PASS RD
GULFPORT, MS 39501

Reference: Tax Parcel Number: 0910J-02-005.000
HANCOCK AVE

As the City of Gulfport works to ensure a safe and healthy environment for our citizens and visitors, it is sometimes necessary to request the help of private property owners to improve the safety, health and appearance of our City. As a part of ongoing efforts, Code Enforcement personnel recently conducted a visual inspection of the above noted property. As a result, violations of one or more of the following laws, statutes, codes or ordinances were identified: Section 21-19-11 (Miss Code Ann. 1972 as amended), the International Property Maintenance Code (IPMC), and applicable Municipal Ordinances. The violations are as follows and based on the violations identified, the City requests that you take the following corrective actions:

Violation(s):		Corrective Actions Required:
TRASH & DEBRIS, IPMC 308.1		REMOVE/HAUL OFF TRASH & DEBRIS
UNSANITARY COND. IPMC 302.1		CORRECT UNSANITARY CONDITION

The City is asking that you please take the above actions within the next FOURTEEN (14) days to prevent further action as set out in the paragraph below.

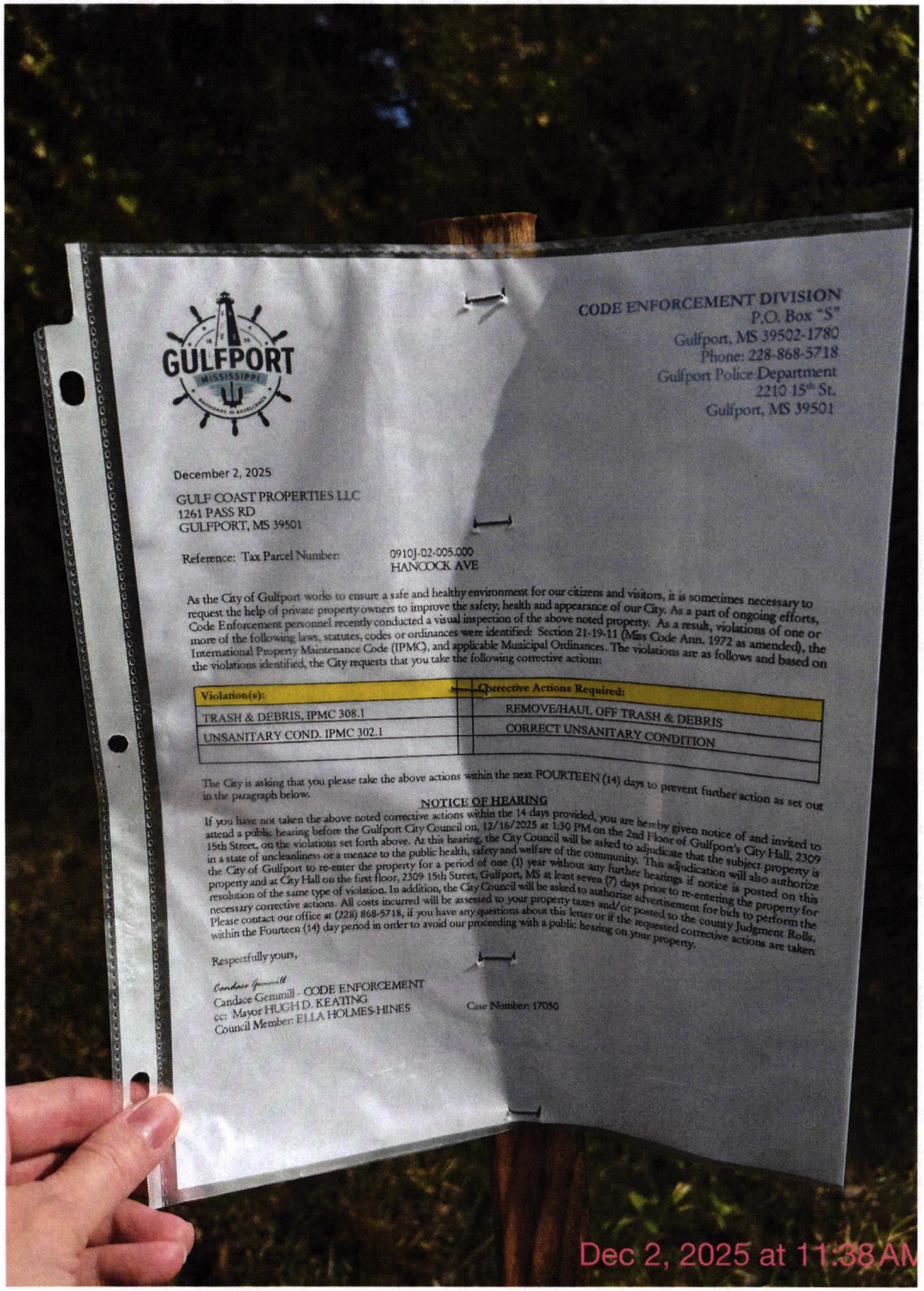
NOTICE OF HEARING

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Respectfully yours,

Candace Gemmill
Candace Gemmill - CODE ENFORCEMENT
cc: Mayor HUGH D. KEATING
Council Member: ELLA HOLMES-HINES

Case Number: 17050



CODE ENFORCEMENT DIVISION
P.O. Box "S"
Gulfport, MS 39502-1780
Phone: 228-868-5718
Gulfport Police Department
2210 15th St.
Gulfport, MS 39501

December 2, 2025

GULF COAST PROPERTIES LLC
1261 PASS RD
GULFPORT, MS 39501

Reference: Tax Parcel Number: 0910J-02-005.000
HANCOCK AVE

As the City of Gulfport works to ensure a safe and healthy environment for our citizens and visitors, it is sometimes necessary to request the help of private property owners to improve the safety, health and appearance of our City. As a part of ongoing efforts, Code Enforcement personnel recently conducted a visual inspection of the above noted property. As a result, violations of one or more of the following laws, statutes, codes or ordinances were identified: Section 21-19-11 (Miss Code Ann. 1972 as amended), the International Property Maintenance Code (IPMC), and applicable Municipal Ordinances. The violations are as follows and based on the violations identified, the City requests that you take the following corrective actions:

Violation(s):	Corrective Actions Required:
TRASH & DEBRIS, IPMC 308.1	REMOVE/HAUL OFF TRASH & DEBRIS
UNSANITARY COND. IPMC 302.1	CORRECT UNSANITARY CONDITION

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NOTICE OF HEARING

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Respectfully yours,

Candace Gemmill - CODE ENFORCEMENT
cc: Mayor HUGH D. KEATING
Council Member ELLA HOLMES-HINES

Case Number: 17050

Dec 2, 2025 at 11:38 AM



Dec 2, 2025 at 11:39 AM


Dec 2, 2025 at 11:39 AM


Dec 2, 2025 at 11:40 AM


Dec 2, 2025 at 9:49 AM


Dec 2, 2025 at 9:49 AM

CODE ENFORCEMENT DIVISION
P.O. Box "S"
Gulfport, MS 39502-1780
Phone: 228-868-5718
Gulfport Police Department
2210 15th St.
Gulfport, MS 39501

December 2, 2025

MCINNIS MARY
504 26TH ST
GULFPORT, MS 39507

Reference: Tax Parcel Number: 0911C-01-032.000
504 26TH ST

As the City of Gulfport works to ensure a safe and healthy environment for our citizens and visitors, it is sometimes necessary to request the help of private property owners to improve the safety, health and appearance of our City. As a part of ongoing efforts, Code Enforcement personnel recently conducted a visual inspection of the above noted property. As a result, violations of one or more of the following laws, statutes, codes or ordinances were identified: Section 21-19-11 (Miss Code Ann. 1972 as amended), the International Property Maintenance Code (IPMC), and applicable Municipal Ordinances. The violations are as follows and based on the violations identified, the City requests that you take the following corrective actions:

Violation(s):		Corrective Actions Required:
TRASH & DEBRIS, IPMC 308.1		REMOVE/HAUL OFF TRASH & DEBRIS
UNSAFE STRUCTURE, MS 21-19-11		BRING BLDG UP TO CODE OR DEMO

The City is asking that you please take the above actions within the next FOURTEEN (14) days to prevent further action as set out in the paragraph below.

NOTICE OF HEARING

If you have not taken the above noted corrective actions within the 14 days provided, you are hereby given notice of and invited to attend a public hearing before the Gulfport City Council on, 12/16/2025 at 1:30 PM on the 2nd Floor of Gulfport's City Hall, 2309 15th Street, on the violations set forth above. At this hearing, the City Council will be asked to adjudicate that the subject property is in a state of uncleanliness or a menace to the public health, safety and welfare of the community. This adjudication will also authorize the City of Gulfport to re-enter the property for a period of one (1) year without any further hearings if notice is posted on this property and at City Hall on the first floor, 2309 15th Street, Gulfport, MS at least seven (7) days prior to re-entering the property for resolution of the same type of violation. In addition, the City Council will be asked to authorize advertisement for bids to perform the necessary corrective actions. All costs incurred will be assessed to your property taxes and/or posted to the county Judgment Rolls. Please contact our office at (228) 868-5718, if you have any questions about this letter or if the requested corrective actions are taken within the Fourteen (14) day period in order to avoid our proceeding with a public hearing on your property.

Respectfully yours,

Candace Gemmill
Candace Gemmill - CODE ENFORCEMENT
cc: Mayor HUGH D. KEATING
Council Member: ELLA HOLMES-HINES

Case Number: 17051

CODE ENFORCEMENT DIVISION
P.O. Box "S"
Gulfport, MS 39502-1780
Phone: 228-868-5718
Gulfport Police Department
2210 15th St.
Gulfport, MS 39501

December 2, 2025

MCINNIS MARY
1704 21ST AVE APT 67
GULFPORT, MS 39501

Reference: Tax Parcel Number: 0911C-01-032.000
504 26TH ST

As the City of Gulfport works to ensure a safe and healthy environment for our citizens and visitors, it is sometimes necessary to request the help of private property owners to improve the safety, health and appearance of our City. As a part of ongoing efforts, Code Enforcement personnel recently conducted a visual inspection of the above noted property. As a result, violations of one or more of the following laws, statutes, codes or ordinances were identified: Section 21-19-11 (Miss Code Ann. 1972 as amended), the International Property Maintenance Code (IPMC), and applicable Municipal Ordinances. The violations are as follows and based on the violations identified, the City requests that you take the following corrective actions:

Violation(s):		Corrective Actions Required:
TRASH & DEBRIS, IPMC 308.1		REMOVE/HAUL OFF TRASH & DEBRIS
UNSAFE STRUCTURE, MS 21-19-11		BRING BLDG UP TO CODE OR DEMO

The City is asking that you please take the above actions within the next FOURTEEN (14) days to prevent further action as set out in the paragraph below.

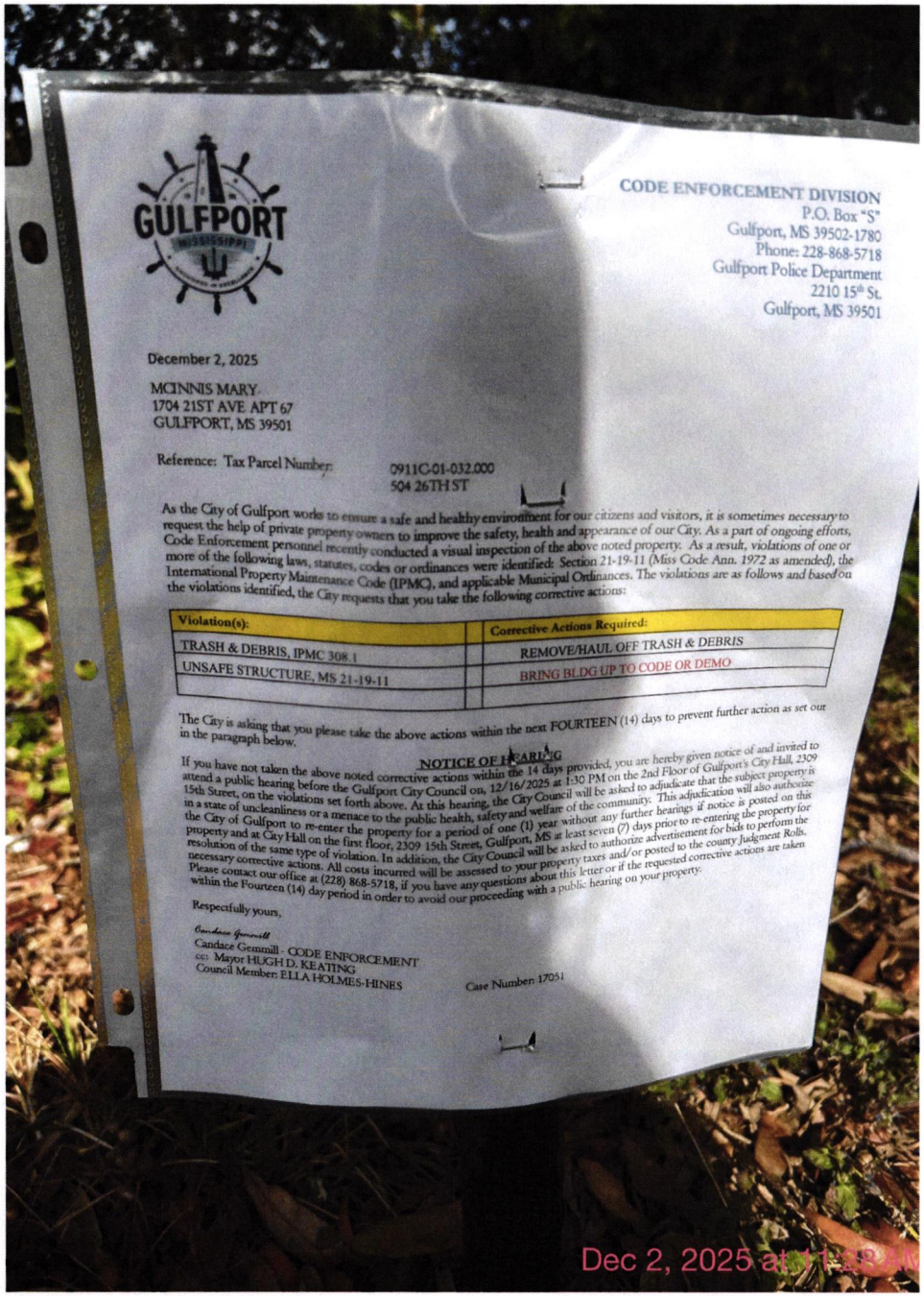
NOTICE OF HEARING

If you have not taken the above noted corrective actions within the 14 days provided, you are hereby given notice of and invited to attend a public hearing before the Gulfport City Council on, 12/16/2025 at 1:30 PM on the 2nd Floor of Gulfport's City Hall, 2309 15th Street, on the violations set forth above. At this hearing, the City Council will be asked to adjudicate that the subject property is in a state of uncleanliness or a menace to the public health, safety and welfare of the community. This adjudication will also authorize the City of Gulfport to re-enter the property for a period of one (1) year without any further hearings if notice is posted on this property and at City Hall on the first floor, 2309 15th Street, Gulfport, MS at least seven (7) days prior to re-entering the property for resolution of the same type of violation. In addition, the City Council will be asked to authorize advertisement for bids to perform the necessary corrective actions. All costs incurred will be assessed to your property taxes and/or posted to the county Judgment Rolls. Please contact our office at (228) 868-5718, if you have any questions about this letter or if the requested corrective actions are taken within the Fourteen (14) day period in order to avoid our proceeding with a public hearing on your property.

Respectfully yours,

Candace Gemmill
Candace Gemmill - CODE ENFORCEMENT
cc: Mayor HUGH D. KEATING
Council Member: ELLA HOLMES-HINES

Case Number: 17051



GULFPORT
MISSISSIPPI

CODE ENFORCEMENT DIVISION
P.O. Box "S"
Gulfport, MS 39502-1780
Phone: 228-868-5718
Gulfport Police Department
2210 15th St.
Gulfport, MS 39501

December 2, 2025

MCINNIS MARY
1704 21ST AVE APT 67
GULFPORT, MS 39501

Reference: Tax Parcel Number: 0911C-01-032.000
504 26TH ST

As the City of Gulfport works to ensure a safe and healthy environment for our citizens and visitors, it is sometimes necessary to request the help of private property owners to improve the safety, health and appearance of our City. As a part of ongoing efforts, Code Enforcement personnel recently conducted a visual inspection of the above noted property. As a result, violations of one or more of the following laws, statutes, codes or ordinances were identified: Section 21-19-11 (Miss Code Ann. 1972 as amended), the International Property Maintenance Code (IPMC), and applicable Municipal Ordinances. The violations are as follows and based on the violations identified, the City requests that you take the following corrective actions:

Violation(s):	Corrective Actions Required:
TRASH & DEBRIS, IPMC 308.1	REMOVE/HAUL OFF TRASH & DEBRIS
UNSAFE STRUCTURE, MS 21-19-11	BRING BLDG UP TO CODE OR DEMO

The City is asking that you please take the above actions within the next FOURTEEN (14) days to prevent further action as set out in the paragraph below.

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Candace Gemmill - CODE ENFORCEMENT
cc: Mayor HUGH D. KEATING
Council Member ELLA HOLMES-HINES

Case Number: 17051

Dec 2, 2025 at 11:28 AM



Dec 2, 2025 at 11:28 AM


Dec 2, 2025 at 10:19 AM


Dec 2, 2025 at 10:09 AM


Dec 2, 2025 at 10:17 AM


Dec 2, 2025 at 10:18 AM


Dec 2, 2025 at 10:10 AM


NO
TRESPASSING
Dec 2, 2025 at 10:14 AM


Dec 2, 2025 at 10:09 AM


Dec 2, 2025 at 10:08 AM


504
Dec 2, 2025 at 10:10 AM


Dec 2, 2025 at 10:12 AM


2 Pc Sink Set
Dec 2, 2025 at 10:16 AM


Dec 2, 2025 at 10:16 AM


Dec 2, 2025 at 10:18 AM


Dec 2, 2025 at 10:18 AM

CODE ENFORCEMENT DIVISION
P.O. Box "S"
Gulfport, MS 39502-1780
Phone: 228-868-5718
Gulfport Police Department
2210 15th St.
Gulfport, MS 39501

December 1, 2025

KOSTMAYER SUSAN MARIE
1900 BRADFORD DR
GULFPORT, MS 39507

Reference: Tax Parcel Number: 1010G-01-025.000
1900 BRADFORD DR

As the City of Gulfport works to ensure a safe and healthy environment for our citizens and visitors, it is sometimes necessary to request the help of private property owners to improve the safety, health and appearance of our City. As a part of ongoing efforts, Code Enforcement personnel recently conducted a visual inspection of the above noted property. As a result, violations of one or more of the following laws, statutes, codes or ordinances were identified: Section 21-19-11 (Miss Code Ann. 1972 as amended), the International Property Maintenance Code (IPMC), and applicable Municipal Ordinances. The violations are as follows and based on the violations identified, the City requests that you take the following corrective actions:

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CLUTTER, IPMC 302.10		REMOVE CLUTTER AND DEBRIS

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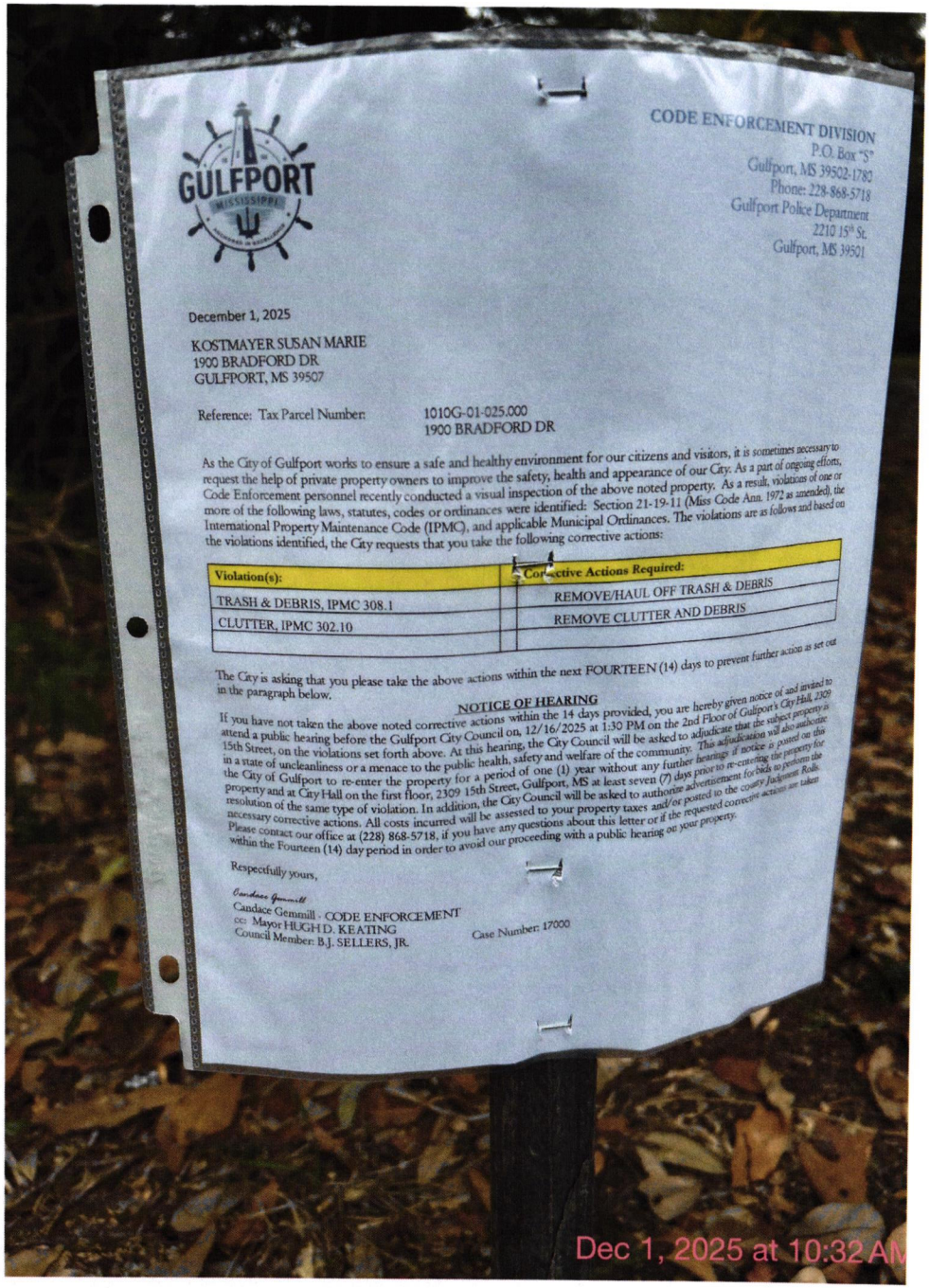
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Respectfully yours,

Candace Gemmill
Candace Gemmill - CODE ENFORCEMENT
cc: Mayor HUGH D. KEATING
Council Member: B.J. SELLERS, JR. Case Number: 17000





CODE ENFORCEMENT DIVISION
P.O. Box "S"
Gulfport, MS 39502-1782
Phone: 228-868-5718
Gulfport Police Department
2210 15th St.
Gulfport, MS 39501

December 1, 2025

KOSTMAYER SUSAN MARIE
1900 BRADFORD DR
GULFPORT, MS 39507

Reference: Tax Parcel Number: 1010G-01-025.000
1900 BRADFORD DR

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Candace Gemmill

Candace Gemmill - CODE ENFORCEMENT
cc: Mayor HUGH D. KEATING
Council Member: B.J. SELLERS, JR.

Case Number: 17000


TOSHIBA
Dec 1, 2025 at 10:32 AM


Dec 1, 2025 at 10:32 AM


PRIVATE
PROPERTY
Dec 1, 2025 at 10:32 AM

MEMORANDUM

To: Mayor Hugh Keating and
Gulfport City Council

From: Gregory Holmes, Director
Urban Development Department

Date: December 8, 2025

Re: **Zoning Text Amendment 2512PC145, by the City of Gulfport, amendments to the Comprehensive Zoning Ordinance, as amended, to amend Section I, Definitions to define Intermodal Shipping Container and Shipping Container Park (residential); Section III, District Regulations (C)(10), to include residential Shipping Container Parks and to add such use to subsection (K) of the Chart of Permitted Uses by Planning Commission Approval in R-B, Residence-Business Districts only; and Section IV, Supplementary Regulations, to create subsection 11C to provide for Shipping Container Park (residential) requirements.**

Planning Commission recommendation: To **approve** applicant request.

Motion: Mr. Daigle

Second: Mrs. Adolph

KEITH WILLIAMS	**– Chairman**
VIRGINIA ADOLPH	– Yea
CHARLIE HEWES	– Yea
DANIEL KEATING	– Absent
WM. PRINCE JONES	– Yea
DOUG HANCOCK	– Yea
BRYAN JACOBS	– Absent
TIM DAIGLE JR	– Yea
CHRIS ROMANO	– Yea
HAROLD SPANN	– Absent
BILL WILLIAMS	– Absent

Action: Motion carried unanimously

Speaking for the Petition:
1. Malcolm Jones
2. Frank Wilem
3. Robert Wiltshire

Speaking against the Petition: None

On November 20, 2025, the Planning Commission recommended approval of the above referenced case.
Please place the attached item on the Council agenda for December 16, 2025.

CITY OF GULFPORT
Urban Development - Planning Division
1410 24th Avenue
Gulfport, MS 39501
(228) 868-5710

APPLICATION FOR ZONING TEXT AMENDMENT

For Staff Use Only

Case File #: 2512PC145

Date Received: 11/04/25

Receipt #: _____

Received By: SJS

Zoning: _____

Ward: _____ Flood: _____

GENERAL DESCRIPTION OF REQUEST: (If necessary, attach a separate sheet of paper detailing the purpose of the request.)

Amendments to the Comprehensive Zoning Ordinance, as amended, to amend Section I, Definitions to define Intermodal Shipping Container and Shipping Container Park (residential) ; Section III, District Regulations (C)(10), to include residential Shipping Container Parks and to add such use to subsection (K) of the Chart of Permitted Uses by Planning Commission Approval in R-B, Residence-Business Districts only; and Section IV, Supplementary Regulations , to create subsection 11C to provide for Shipping Container Park (residential) requirements.

OWNERSHIP AND CERTIFICATION:

I hereby certify that I have read and understand this application and that all information and attachments are true and correct. I also certify that I agree to comply with all applicable city codes, ordinances and state laws. Finally, I certify that I am the owner of the property involved in this request or have authorization to act as the owner's agent for the herein described request.

OWNER	AGENT
City of Gulfport, Urban Development	
Printed Name Of Owner	Printed Name Of Agent
1410 24th Ave	
Mailing Address	Mailing Address
Gulfport MS 39501	
City State Zip code	City State Zip code
Home Phone Work/Cell Phone	Home Phone Work/Cell Phone
Email	Email
Signature Of Owner	**Signature Of Agent**

If the property or properties listed above have more than one owner, please check this box. In the case of multiple owners, reverse side must be completed. Each additional owner will need to complete and sign the reverse side of this application. We can only accept applications with original signatures. ☐

SECTIONS A. THROUGH H. MUST BE SUBMITTED FOR A COMPLETE APPLICATION.

There came on for consideration at a duly constituted meeting of the City Council and Mayor of the City of Gulfport held on the ___ day of _____, 2025, the following Ordinance:

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE OFFICIAL TEXT OF THE COMPREHENSIVE ZONING ORDINANCE OF THE CITY OF GULFPORT, MISSISSIPPI ADOPTED THE 29TH DAY OF JUNE, 1979, AS AMENDED, SECTION I DEFINITIONS; SECTION III. — DISTRICT REGULATIONS AND THE CHART OF PERMITTED USES; AND SECTION IV – SUPPLEMENTARY REGULATIONS – MOBILE HOME/MANUFACTURED HOME PARKS

WHEREAS, since the adoption of the zoning ordinance and amendments thereto there has been a growing trend in the country to allow intermodal shipping containers to be repurposed and used as building components or elements for residential construction; and

WHEREAS, in 2019 the International Code Council (ICC) adopted ICC G5-2019 Guideline for the Safe Use of ISO Intermodal Shipping Containers Repurposed as Buildings and Building Components to provide guidelines to local jurisdictions to assist building officials in achieving code compliance; and

WHEREAS, the ICC incorporated the use of repurposed shipping containers into the 2021 International Building Code (IBC), Section 3114, and the 2021 International Residential Code (IRC), Section R301.1.4 and such provisions have also been included in the 2024 version of the IBC and IRC that the City is considering adopting to update its building codes as required by law; and

WHEREAS, the City does not currently have clear regulations that provide for the use of intermodal shipping containers in residential zones, and it is necessary and vital to amend the Comprehensive Zoning Ordinance to establish regulations providing for the use of converted intermodal shipping containers in certain residential zones; and

WHEREAS, the Mayor and City Council of the City of Gulfport, Mississippi, find and do so determine, based upon the recommendation of the Gulfport City Planning Commission, that the text of the Comprehensive Zoning Ordinance, should be amended as indicated below. The Case File Number is 2512PC145.

Section I -- Definitions, (B) - Words and Phrases
Section III -- District Regulations – (C) Residence Districts, Subsection (10) R-B Districts: Residence – Business Districts and (I) Chart of Permitted Uses
Section IV—Supplementary Regulations – Mobile Home/Manufactured Home Parks

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF GULFPORT, MISSISSIPPI, AS FOLLOWS:

SECTION 1: That the Official text of the Comprehensive Zoning Ordinance of the City of Gulfport, adopted the 29th day of June, 1979, as amended, be and the same is hereby amended as follows:

SECTION I.
DEFINITIONS - (B) WORDS AND PHRASES

AMEND TO ADD THE FOLLOWING DEFINITIONS TO Section I, Definitions, (B) Words and Phrases:

Intermodal Shipping Container - A six-sided steel unit originally constructed as a general cargo container used for the transport of goods and materials conforming to ISO 1496-1 standards that is repurposed for use as a building component for residential purposes that also meets additional building code requirements, including but not limited to specific foundation and load path provisions, while maintaining their original ISO structural integrity. An Intermodal Shipping Container shall not be considered a Mobile Home/Manufactured Home nor a Modular Home but shall be allowed only in such zones as shall be specifically allowed in the zoning ordinance after Planning Commission Approval.

Shipping Container Park (Residential): A property which has previously been classified as a Mobile Home/Manufactured Home Park as defined herein in an R-B, Residence Business District.

SECTION II.

DISTRICT REGULATIONS

AMEND TO ADD TO Section III, District Regulations, (C)(10) as follows:

(10) *R-B districts: Residence-business districts.* These districts are composed of areas containing a mixture of residential, public and semipublic, and light commercial uses. Although usually located between residential areas and business areas, these districts are, in some instances, freestanding and may include residential **shipping container parks,** hotel, hospital, or similar building groups and related uses or land suitable for such uses. The district regulations are designed to encourage further appropriate development by limiting the permitted uses to dwellings and uses of a public, semipublic or light commercial nature and to protect the abutting and surrounding residential areas by requiring certain minimum yard, area and other standards to be met, standards that are comparable to those called for in the residence district.

(K) CHART OF PERMITTED USES

ADD:

Shipping Container Park (Residential) – show as permitted with Planning Commission Approval in R-B (residence – business) zone only.

SECTION III

SUPPLEMENTARY REGULATIONS

AMEND Section IV, Supplementary Regulations, Supplementary Use Regulations, to create subsection (A)(11C) as follows:

(11C) Shipping Container Park (Residential)

(a) Except for Permissible Locations set forth in Section IV(A)(11)(a) and as provided otherwise below, each Shipping Container Park (Residential) shall generally comply with the requirements and standards for mobile home lots in the Manufactured Homes Park regulations found in Section IV(A)(11) or other applicable provisions of the zoning ordinance of the City in R-B zones only, unless the Planning Commission finds that a hardship may result from strict compliance with these regulations. In such case, the Planning Commission may modify the regulations so that substantial justice may be done and the public interest secured, provided that such modification will not have the effect of nullifying the intent and purpose of these regulations. In granting modifications, the planning commission may require such conditions as will, in its judgment, secure substantially the objectives of the standards or requirements so modified.

(b) Shipping Container Park (Residential) shall only be allowed in existing Manufactured Home Parks in a R-B (residence-business) zone conditioned upon Planning Commission Approval and no Intermodal Shipping Container that has been repurposed for residential purposes shall be permitted on an individual lot or in an R-2 or R-3 zone.

(c) Converted Shipping Container homes shall be placed on and secured to a permanent foundation as required by the applicable building code. Ground anchors used for manufactured homes will not be permitted.

(d) Adequate lighting shall be provided for all streets, walkways, buildings and other facilities subject to nighttime use.

(e) If provided, swimming pool facilities shall comply with all applicable building codes and State laws and regulations.

(f) Each lot will be required to have at least one refuse container as provided by the City's solid waste disposal contractor. All solid waste generated by the Shipping Container Park shall be stored and disposed of as required by the City's ordinance and other applicable regulations.

(g) Shipping Container Parks shall comply with the applicable Fire Code as to the number, placement, and provision of water for approved fire hydrants.

(h) Replacement of mobile homes/manufactured homes by converted shipping containers repurposed for residential purposes shall only be permitted on properties that have previously been classified as a Mobile Home/Manufactured Home Park as defined herein in an R-B, Residence Business District.

(i) All other regulations pertaining to mobile homes/manufactured homes parks not inconsistent herewith shall remain in effect and shall be applicable to Shipping Container Parks (residential).

SECTION 2. This ordinance shall be in full force and effect thirty (30) days after the date of passage. It shall be published according to law and shall be spread on the minutes of the Gulfport City Council.

SECTION 3. The Governing Authority further finds that the following shall serve as an explanatory statement of this Ordinance for purposes of publication: "This Ordinance amends the City's Code of Ordinances and Official Zoning Ordinance by defining Intermodal Shipping Container and Shipping Container Park repurposed for residential purposes; designating that such Shipping Container Park (residential) shall be permitted only in existing Manufactured Home Parks in R-B zoning districts; and adopting regulations for same. A copy of the full text of this Ordinance is available to municipal residents upon request to the City Clerk." For the next thirty (30) days, a copy of the full text of this Ordinance shall be posted by the City Clerk: (a) in the first floor lobby at City Hall (2309 15th Street, Gulfport, Mississippi 39501); (b) in the first floor lobby of the City's Hardy Building (1410 24th Avenue, Gulfport, Mississippi 39501); and (c) in the first floor lobby of the County Courthouse in Gulfport (1801 23rd Avenue, Gulfport, Mississippi 39501). The City Clerk shall further furnish any resident of the City a copy of the full text of this Ordinance upon request.

The above and foregoing Ordinance, after having been first reduced to writing and read by the Clerk, was introduced by Councilmember _____, seconded by Councilmember _____, and was adopted by the following roll call vote:

YEAS: **NAYS:** **ABSENT:**

WHEREUPON the President declared the motion carried and the Ordinance adopted, this the ____ day of ____, 202__.

(SEAL)

ATTEST: **ADOPTED:**

_____ _____

Clerk of Council **President**

The above and foregoing Ordinance having been submitted to and approved by the Mayor, this the ____ day of ____, 202__.

APPROVED:

_____

Mayor

MEMORANDUM

Date: November 25, 2025
To: Mayor and City Council
Urban Development
From: Malcolm F. Jones, Asst. City Attorney

RE: Zoning Ordinance Text Amendment – Shipping Container Park (Residential)

The Planning Commission held an advertised hearing on November 20, 2025, and recommended consideration of the attached text amendment to create a Use for a "Shipping Container Park (Residential) where repurposed intermodal shipping containers that have been converted for residential units could be placed in R-B Residence, Business District zones where an existing Mobile Home/Manufactured Home Park exists and only after an advertised hearing with Planning Commission Approval. Except for some minor changes, Shipping Container Parks that are approved will generally be required to comply with all regulations for Mobile Home/Manufactured Home Parks. All converted shipping containers will be required to be placed on an engineered foundation and the units must meet all applicable Building Code regulations, including but not limited to, High Wind standards. This text amendment does not allow a converted shipping container for residential purposes to currently be placed on an individual lot in an R-2 or R-3 Zone and distinguishes these units from Manufactured and Modular homes.

The Planning Commission heard testimony from Mr. Frank Wilem, an owner of Bloxx Building of Saucier, MS, that his company is a certified manufacturer of these converted shipping containers in both Mississippi and Alabama. Mr. Wilem stated that the engineered design plans for each residential unit must be reviewed and approved by a qualified third-party inspector and the State Fire Marshall's office to achieve compliance with the applicable Building and Fire Codes and each residential unit is inspected at least four times by the third-party inspectors during the construction phases. Also, Mr. Beau Wiltshire, the owner of the Cypress Bay Mobile Home Park in the R-B zone situated at 5130 28th Street (West of the Brookstone Park Apartments) advised the Commission that he was willing to make a substantial investment with his property to remove the existing manufactured homes and create a Container Shipping Park for residential purposes at that location if allowed to do so by the Planning Commission after a hearing. The Planning & Zoning staff advised that there were only two other locations of Manufactured Home Parks in R-B zones that would be eligible to be used for Shipping Container Parks if approved by the Planning Commission. These properties are situated at 11213 Dobson Road (approx. 2,265 ft. East of Hwy 49 and South of Dedeaux Road) and 13141 Three Rivers Road (West of Three Rivers Road and somewhat across from Three Rivers Landing).

Although not part of the attached text amendment, the Planning Commission requested the Planning & Zoning staff to study over the next six months and recommend whether or not Shipping Container Parks for residential purposes could be placed in other locations other than R-B zones and existing Manufactured Home Parks.

McClatchy

The Beaufort Gazette
The Belleville News-Democrat
Bellingham Herald
Centre Daily Times
Sun Herald
Idaho Statesman
Bradenton Herald
The Charlotte Observer
The State
Ledger-Enquirer
Durham | The Herald-Sun
Fort Worth Star-Telegram
The Fresno Bee
The Island Packet
The Kansas City Star
Lexington Herald-Leader
The Telegraph - Macon
Merced Sun-Star
Miami Herald
El Nuevo Herald
The Modesto Bee
The Sun News - Myrtle Beach
Raleigh News & Observer
Rock Hill | The Herald
The Sacramento Bee
San Luis Obispo Tribune
Tacoma | The News Tribune
Tri-City Herald
The Wichita Eagle
The Olympian

AFFIDAVIT OF PUBLICATION

Account #	Order Number	Identification	Order PO	Cols	Depth
51445	IPL0287853	Legal Ad - IPL0287853		1.0	79.0L

ATTENTION: GULFPORT URBAN DEVELOPMENT IP
PO BOX 1780
GULFPORT, MS 39502
accountspayable@gulfport-ms.gov;sasmith@gulfport-ms.gov

STATE OF MISSISSIPPI
COUNTY OF HARRISON

Before me, the undersigned Notary personally appeared the undersigned, who, being by me first duly sworn, did depose and say that he/she is a clerk of The Sun Herald, a daily newspaper published in the city of Gulfport, in Harrison County, Mississippi and the publication of the notice, a copy of which is hereto attached, has been made in said paper in the issue(s) of:

1.0 insertion(s) published on:
11/05/25 Print

LEGAL NOTICE
PUBLIC HEARING

In conformance with Section VIII of the Comprehensive Zoning Ordinance of the City of Gulfport, Mississippi, 1979 as amended, notice is hereby given advising that the Gulfport City Planning Commission will hold a public hearing in the City of Gulfport, Mississippi at 4:30 P.M., Thursday, November 20, 2025 in the Council Chambers of the Gulfport City Hall located at 2309 15th Street to consider the following requests. A copy of the requests will be available for public review at the office of the Department of Urban Development, Planning Division, located on the first floor of the William H. Hardy Building, 1410 24th Avenue.

Special Exception 2511SE126, by agent Timmithy Wilks, seeking approval for a assisted living facility, Tax Parcel 0710H-03-006.000, 3601 Meadowlark Drive, Zoned R-1-5 (Single-Family), Ward 3

Planning Commission Approval 2511PC128, by owners Albert & Gwendolyn Dunlap, seeking approval for administrative office for a real estate management company as a home occupation, Tax Parcel 0711L-02-113.000, 1430 Lewis Avenue, Zoned R-1-7.5 (Single-Family), Ward 1

General Plan 2512PC141, by agent Kim Savant, seeking approval for a 30-lot subdivision with 3 outparcels (Wrigleyville Subdivision), Tax Parcels 0710K-01-039.000, 0710K-01-034.001, 34th Street, Zoned R-2 (Single-family), Ward 1

Zoning Text Amendment 2511PC127, by agent Schwartz, Orgler, Jordan, & Williams, PLLC, Amendments to the Comprehensive Zoning Ordinance, to amend Section III, District Regulations (K) Chart of Permitted Uses, to allow Medical Clinics to be allowed in I-1 zoning districts with Planning Commission Approval.

Zoning Text Amendment 2512PC145, by the City of Gulfport, amendments to the Comprehensive Zoning Ordinance, as amended, to amend Section I, Definitions to define Intermodal Shipping Container and Shipping Container Park (residential); Section III, District Regulations (C)(10), to include residential Shipping Container Parks and to add such use to subsection (K) of the Chart of Permitted Uses by Planning Commission Approval in R-B, Residence-Business Districts only; and Section IV, Supplementary Regulations, to create subsection 11C to provide for Shipping Container Park (residential) requirements.

This the 4th day of November 2025
Keith Williams, Chairman
City of Gulfport Planning Commission
IPL0287853
Nov 5 2025

Print Tearsheet Link

Marketplace Link

Mary Castro

DIGITALLY SIGNED

Mary Castro

Russ Cage Davis

DIGITALLY SIGNED

Sworn to and subscribed before me on Nov 5, 2025, 10:28 AM EST

NOTARY PUBLIC STATE OF TEXAS
RUSS CAGE DAVIS
ELECTRONIC NOTARY PUBLIC
STATE OF TEXAS
COMMISSION # 135512448
MY COMMISSION EXPIRES 4/24/2029

Online Notary Public. This notarial act involved the use of online audio/video communication technology. Notarization facilitated by SIGNiX®

CITY OF GULFPORT PLANNING COMMISSION

2511PC145

TRANSCRIPT OF HEARING

November20, 2025

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TRANSCRIPT OF HEARING HELD BEFORE THE CITY OF GULFPORT PLANNING COMMISSION HELD IN THE CITY COUNCIL CHAMBERS, GULFPORT, MISSISSIPPI, ON THE 20TH DAY OF NOVEMBER 2025 COMMENCING AT 4:30 P.M. AND REPORTED BY NORMA JEAN LADNER SOROE, CERTIFIED SHORTHAND REPORTER.

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COMMISSION MEMBERS PRESENT:

KEITH WILLIAMS, President
WILLIAM "PRINCE" JONES
VIRGINIA ADOLPH
CHARLIE HEWES
TIMOTHY DAIGLE, JR.
DOUG HANCOCK
CHRIS ROMANO

STAFF PRESENT:

GREG HOLMES
SAMUEL SWEETING
BRYCE CLUGH

ALSO PRESENT:

MALCOLM JONES, ESQ.
Assistant City Attorney

H2.1 Zoning Text Amendment 2511PC145

MR. CLUGH: Zoning Text Amendment 2511PC145 has been duly and timely noticed as required by law. The applicant is seeking to amend Section I, Definitions to define an intermodal shipping container and shipping container park (residential); Section III, District Regulations (C)(10) to include residential shipping container parks and to add such use to Subsection (K) of the Chart of Permitted Uses by planning Commission approval in R-B, Residence Business Districts only; and Section IV, Supplementary Regulations, to create Subsection 11C to provide for shipping container park (residential) requirements.

A copy of the packet Exhibit A considered is hereby offered to the record.

MR. WILLIAMS: Excellent job reading that. Now, who's going to actually tell us what all that means?

MR. MALCOLM JONES: I'm going to tell you.

MR. WILLIAMS: You're going to do that? All right. If you'd be sure to come up here.

MR. MALCOLM JONES: But I wanted to ask you this. There was a proposed ordinance for this. Did y'all get that as part of this package?

Did not? Okay.

All right. Well, let me explain it to you

then.

MR. WILLIAMS: All right. Thank you.

MR. MALCOLM JONES: I'm Malcolm Jones, Assistant City Attorney for the city.

Basically, what we're talking about here is to create a special district, if you want to call it that, and we're going to call it a Shipping Container Park.

But the idea was there would be -- and this would be a place where we'd have shipping containers that would be converted for residential use, not commercial use, strictly residential use.

You're probably aware of that throughout the country, and here locally, as well, they're starting to use shipping containers for building components. And they have actually, as early at 2019, changed the building code to allow for that, and it's actually been carried forward into the '21 building code and also the '24 building code.

The city is in the process of getting ready to adopt the '24 version of the building code. So it's very timely that we take up this topic.

Rather than just say that shipping containers used as residential, converted for residential purposes could be anywhere, the thought was that it would be limited to places where you had a, as it says here, in a B-2 zone and also -- excuse me -- R-B zone and also in a place that

has already been implemented or used as a trailer park.

And an example of one place that it would be allowed is up on 28th Street next to the -- it's on the west side of -- what's the name of those apartments? Brookstone? Yeah.

So there's an existing trailer park there. I think they have more spaces, but I think it may have 10 or 12 trailers left, manufactured homes.

And the idea was that if we were to allow this and if you're inclined to allow this, to start it off and see how the public will accept it. And the thought was is that this could actually be an improvement for that particular area.

It's very limited as to where else you could have this in the city because right now I think Sam Sweeting and some others did some research for me and saw that there were actually only potentially two other places it could be. And it's mostly in manufactured parks that are kind of out of the way where you don't see them.

Another one is actually up south of Dedeaux Road, kind of back in that area that's more commercial and industrial.

And then the third one was on -- what was that street, Sam? Do you recall that one?

MR. SWEETING: I believe it was Three Rivers

Road.

MR. MALCOLM JONES: Yeah, but it's way far off of Three Rivers Road down that street.

So, in any event, since right now our ordinance does not distinguish one way or the other, the concern was that someone could come in and they could take a converted shipping container and just use it just like a modular home. And because in some ways the definition that we have in the zoning ordinance is so broad and vague that potentially you could do that. And I'm not sure that's really what the planning commission or the City Council wants to see in the city just yet.

So we're trying to tighten up that gap, if you want to call it, loophole, and at the same time allow for this concept to occur but in sort of a controlled environment. You know, in other words, in a zone that's already allowing a trailer park and where there is an existing trailer park to see how people would accept it.

The shipping container definition is pretty straightforward. It's, you know, the exact same definition that's used in the building code. And we tried to use the same requirements that apply to manufactured home trailer parks to this with some small variations. Mostly the same regulations that would apply to a manufactured trailer park would apply to this situation.

So I'm sorry that they didn't send on to you the actual ordinance so you could read it a little bit more carefully and understand it better, but apparently it just didn't get transferred to you. It went from me to that office, but they'll get it to you later.

Do you have any questions for me about it?

MR. WILLIAMS: Okay.

MS. ADOLPH: Mr. Jones.

MR. MALCOLM JONES: Yes, ma'am.

MS. ADOLPH: Being an old public health social worker --

MR. MALCOLM JONES: Yes, ma'am.

MR. WILLIAMS: You're a former.

MS. ADOLPH: Still, they still call me.

But in terms of that, the requirements for basic utilities with those units, how is that going to be managed rather than just sticking a container on a property?

MR. MALCOLM JONES: Right. So we actually have some people here that, one, Mr. Frank Wilem here is in the back, and he may come forward at one point to talk about it.

But the way that they're now converting these shipping containers, they meet all of the building codes and they meet all the requirements for both utilities and wind speed loads and everything to be in a hurricane prone area

like we have here.

In fact, in some ways, shipping containers converted to residential use are stronger and more able to handle wind loads than stick-built houses are.

But for purposes of the city's building codes, they'll meet all the building codes, and they'll meet all the construction standards.

MS. ADOLPH: So someone purchasing those units and putting them on a particular lot, putting them on a lot, before they are put on a particular lot or as soon as they hit the ground, then they are to be equipped with all facilities?

MR. MALCOLM JONES: Yes.

MS. ADOLPH: Is that the understanding?

MR. MALCOLM JONES: Yes.

Could I have Mr. Wilem come forward because his company actually manufactures -- I think he can answer some of these technical questions a little better if you wouldn't mind.

MR. WILLIAMS: So, Malcolm, before we do that, let me ask. So you said that there were three places that this could -- that they could go right now.

MR. MALCOLM JONES: Right.

MR. WILLIAMS: Did I miss something, and showing my ignorance, in regards, if somebody had a piece of

property that is zoned residential business right now, they could put these on it?

MR. MALCOLM JONES: No, they could not. It would have to be where there's also an existing manufactured home park.

MR. WILLIAMS: So both?

MR. MALCOLM JONES: Yes. It has to have both.

MR. WILLIAMS: That is my ignorance. Thanks for the clarification.

MR. MALCOLM JONES: It's a requirement, both, yeah, because we knew -- in fact, when you look at the definitions of where you can have manufactured home parks, you can actually have them in an R-3 situation, but the planning staff and I did not think that was a good fit for this.

So it's limited, very, very limited to, as I said, you have to be R-B and you have to also be an existing trailer park.

MR. WILLIAMS: Okay.

MR. MALCOLM JONES: And we have a list in the office of all the different ones. And it was surprising to me how many manufactured -- they call them trailer parks, but they're really manufactured home parks technically -- that are still listed in the city, and there are quite a few

of them around, even though we don't see them as much any more, but there are very few, I think limited to three, as I recall, that are actually in this R-B zone.

So it seemed like, if you were inclined to try this new concept that seems to be taking hold in other places in the country, this could be sort of a controlled experiment that you could see how the public would accept this. And if you decided to expand the use to other places, then you could see how this works, you know. And right now, it will control it to that particular zone where it has to be also manufactured home -- manufactured trailer park we'll call it and R-B.

And like I said, the only three places we knew of were the one on 28th next to the -- on the north side of 28th next to those Brookstone Apartments and then another one up there as you go up 49 and turn on Dedeaux, you don't go very far, and you turn back to the south and go way back up in there near some commercial trucking companies, they have a few trailer parks up in there, or one trailer park with a few trailers. And then there's one last one as he said, that's off of Three Rivers Road, but it goes way back to where you can't go any further, and it's at the very far end. I'm trying to think of the name of that one. But nevertheless, it's on a dead-end street, and they have like 10 or 12 trailers in there at that spot.

But other than that, you couldn't put it any place else if you adopt this.

MR. WILLIAMS: And before you get up and go and bring Mr. Wilem up, any other questions just initially?

MR. HEWES: I do. First of all, I think it's a good thing that we're looking at this as a city. And if we're in the process of adopting the 2024 building code, and this falls into it, we're thinking it's going to be happening.

MR. MALCOLM JONES: Yes.

MR. HEWES: I've seen some of these, and we all have, mainly in drawings and stuff, that look better than some of the homes in any neighborhood in the community. I think we're being a little bit restrictive in where we are now and if maybe we could, just a thought, think about and chew on, if we could make them planning commission approval much like the modular homes with a site plan and the aesthetic look. And if we could do that, because I think we're going to --

MR. MALCOLM JONES: I forgot to mention that. That's actually in here, too, as well. You know, in addition to having to be in R-B and also an existing trailer park, you have to come before the planning commission for a hearing.

MR. HEWES: So what if we --

MR. MALCOLM JONES: So you have that additional control.

MR. HEWES: I think we're too restrictive on the zones because it's no secret people say that Gulfport is hard to work with, and this throws up something else that makes it a little bit more difficult for something that could be a fantastic product. And from the social worker side, it could give someone a quick home that's more affordable than stick built.

I just think that would be -- I think we're being too restrictive in what I understand the ordinance to be right now, and I'd like to maybe consider something more.

MR. MALCOLM JONES: Well, this was our thought. And, you know, of course, you all have the final say about if you want to make it -- open it up to more. But as you do that, just you have to sort of think ahead about where else it could possibly be. It really gets harder to control once you open it up into other zones.

And so, as I said, my thought was this is a way to sort of see it as a -- I don't want to call it an experiment -- but a way to see how it could work. And then you could figure out how to better regulate it in possibly other zones.

Right now, you know, you have some of these manufactured home parks that have some very old trailers in

them. They look not good. The one on 28th Street is owned by this gentleman sitting next to Mr. Wilem back there. He knows that they're old and they need to be replaced, and that's his intent to take them all out, bring in this new product that will be much better situation.

But, you know, you just have to figure out where you're going to -- because once you open it up -- now, you can say, well, I have control because they always all have to come before me for planning commission approval. But you have to be careful then about being arbitrary and capricious of when you grant this one but deny that one.

So that's always a concern. But we certainly can look to, if you tell us where you want it to go, we can try to expand it. I'm sure that we can do that.

MR. HEWES: How will this affect the commercial zoning if someone wants to put one there, like the one we just approved about three months ago?

MR. MALCOLM JONES: Right. So this one, the way we have it, is strictly for residential. It has no impact on the commercial at all. And so that would be a whole different consideration for that.

MR. HEWES: Thank you.

MR. JONEs: I have a question.

MR. MALCOLM JONES: Yes, sir.

MR. JONES: Just a concern with those trailer

parks.

MR. MALCOLM JONES: Yes, sir.

MR. JONES: They always start out people taking care of them, but it always end up kind of an eyesore.

My question is, would you have rules and regulations already in place for whoever put them there and live there?

MR. MALCOLM JONES: So this concept, and I'll use the 28th Street property as an example, the way I understand it, and that gentleman is here, as well, that can talk about it, it will be under one ownership. And as a result, I think they will be controlling it from a property management standpoint much better than the typical situation where people just put them out there and they just collect the rent and don't do anything. Because if they allow this to go down, then, you know, other people are not going to want to go into this.

These manufactured or these converted shipping containers at the end of the day they're cheaper than stick-built homes and whatnot, but they're still a substantial investment. And there is a pretty good investment of just infrastructure that they have to put ito the park itself. So I do think that you'll see, just because of the economics, they'll do a better job of

managing it. But you can certainly require that as part of your planning commission approval hearing a condition of rules and regulations to be adopted and implemented.

MR. JONES: Thank you.

MR. MALCOLM JONES: Okay.

MR. WILLIAMS: O her questions for Malcolm right now?

MR. DAIGLE: I have one. So did I hear you right when you said that this is only for preexisting or currently existing parks?

MR. MALCOLM JONES: Correct.

MR. DAIGLE: What's the logic in that in prohibiting from new ones being formed and fall under this?

MR. MALCOLM JONES: Well, like I said, it's a new concept. And you know like a lot of things, people are -- I was over in the -- let me get back to the mic. I was over in the City of Waveland for a few years also as their city attorney. And they had a converted shipping container come in that was put on a single lot. And ultimately, the city embraced it. The planning commission approved it, and the city Board of Aldermen and Mayor did, too. But there was significant amount of opposition from some of the neighbors to begin with.

But once this got built and put in place, I think the gentleman or whomever did it actually won some

kind of a national award because it was such a nice addition. And it was accepted.

But like a lot of things, when people don't know what's coming because it's unfamiliar to them, they don't necessarily take it, you know, full fledged to begin with.

So this was an attempt to try to explore this new concept because it's coming whether we want it or not, it's in the building code. And the idea was try to distinguish it from a modular home which really should be something different. Because if you look at the chart where modular homes can be, they can be just about any place that you can have a stick-built home. And I could see where there could be a lot of opposition if it went into certain particular areas that we know around town, residential areas.

MR. DAIGLE: So we don't have any restrictions right now, though, for modular home parks to start up as long as it's something that's correct, right?

MR. MALCOLM JONES: We have some provisions that deal with manufactured home parks. Now, modular homes are typically not in parks. They're more like individually placed, if you follow me.

MR. DAIGLE: Yeah.

MR. MALCOLM JONES: And so -- and you can put

them -- Greg, I think you can put them just about anywhere that you can have a -- they're just considered single family dwellings. So wherever you can have single family, you can have a modular home.

MR. DAIGLE: I guess what I'm getting at is I'm trying to compare this to the way we currently do it where if someone said I want to start, as you said earlier, I want to do a trailer park.

MR. MALCOLM JONES: Right.

MR. DAIGLE: And it's in the correct R-B zoning or whatever, I haven't looked in what zoning it's allowed in. But wouldn't it make sense, I'm trying to understand, maybe I'm missing it, but wouldn't it make sense to allow the same thing with our approval for these shipping containers which I agree with look better, way better, than a lot of the trailer parks that are already out there, instead of using the three that are available and maybe it sounds like just the one that's interested in doing it which could take a long time to get off the ground, open it up to some new investments and new opportunities instead of restricting it so much?

MR. MALCOLM JONES: You could go ahead and open it up into additional zones like Mr. Hewes was talking about, there's certainly that. But I would just caution that once you do that, you need to think about -- I was

surprised myself as to how many different trailer parks we have. So if you want to say, well, we're going to put it in any place that's a trailer park, some of which are nonconforming, they're grandfathered, of course, but some of which, I guess, were approved. But nevertheless, it could really expand out into a much bigger area. And if that's what you want, then, of course, that's -- I just didn't know if that would -- even if you would recommend it, if it would make its way through the City Council.

MR. DAIGLE: I wasn't really talking about other zones. I like the R-B and starting there. But for new development and someone coming in saying this is a good area to put 20 of these rather than trying to start a trailer park which would be allowed right now, why not open that up in that area, still an R-B, but for shipping containers?

MR. MALCOLM JONES: You could do that. You could take out the provision that it has to be where there's an existing trailer park like you were talking about.

But just if you look at the map kind of like we did and studied it, that's going to be a lot of different places that you may or may not think it's a good idea.

Now, you have the control of saying it's got to come before the planning commission, and they ultimately have to say yes or no, that's true. And we could eliminate

that. But it was just, like I said, an attempt -- it 's really not just to help the gentleman back there, to be honest with you, it was just -- this started off where you probably read about it in the newspaper about they were doing some things down in Biloxi, and we had some other people contacting us. And the next thing I knew, this is a pretty hot topic that's being batted around in the code office and the planning office.

So when I looked at the ordinance and I said to myself, you know, this could really turn into something that we don't want because our ordinance, you know, goes back to the '70s, and no one thought about doing shipping containers converted to residential use back then, at least that I'm aware of, you know. It's kind of a newer concept. But it's accepted. As I said, it's become mainstream since the International Building Code has adopted it. But you could do that if you wanted to open it up to more.

I would just suggest that maybe you might want to study that a little bit more, and then you could amend this ordinance to open it up to other zones.

MR. DAIGLE: Okay. Good feedback. Thank you.

MR. MALCOLM JONES: Sometimes good to be cautious before you -- because, you know, you pass things and then it gets out there, and then the next thing you know

it's taken on a life of its own and it's going in directions that you didn't necessarily intend.

All right.

MR. WILLIAMS: Thank you.

MR. ADOLPH: Mr. Hewes, Mr. Daigle, I would beg your indulgence in this that if we give this at least six months to look at just what is being proposed and see how it's going and then if then go for the expansion. That way, if we got to tweak any in terms of our recommendation, hey, we're good to go. Just saying.

MR. WILLIAMS: All right. Mr. Wilem, if you'll come up since you were pointed out as one that could answer Ms. Virginia's question that she had, and I think I failed to mention. Anyone that's going to speak tonight, when you come up, before you start your comments, if you'd give your name and address for the official record. I apologize. I didn't say that. So just start with that, name and address.

MR. WILEM: Thank you. Frank Wilem, 7 Old Oak Lane, Gulfport, Mississippi.

Would you prefer? I can give you a quick overview that may answer many questions, or I can just take questions as they come up.

MR. WILLIAMS: Yeah, if you just give us a quick overview on it, then, yes, that would be good.

MR. WILEM: Some of you may know, I've been on the Coast since about ten years after Camille, and then I got to enjoy Katrina, as well. So I appreciate the need for good robust housing.

My partners and I build Triton Systems here, and we were very fortunate to make it into the largest ATM manufacturer in the United States. And I really have a fondness for Mississippi.

And about five years ago, you know, I felt like one of the things that we needed was very robust housing that's reasonably priced. And I looked around, and container homes are not new. They've been around for a long time in Australia and New Zealand. They're very popular, even in California which has very stringent building codes, as well as Oregon, Washington, Texas, and Colorado.

And I felt like we needed it here more than any place else from the robustness standpoint. And so in the last five years, we've been working hard to develop our modular container homes.

We are the only certified modular home builder with containers in the State of Mississippi. And in order to have accomplished that, we have to have our drawings that are reviewed by the state's fire marshal's office and by a third party inspection agency. And then all of our drawings have to be stamped by an engineer.

And then during production, every one of our units has to be inspected at four different points, at the end of which they certify that it was built to IRC 2021. I believe currently Gulfport is on 2018.

MR. HOLMES: Yes.

MR. WILEM: And the state only requires 2018. But we build to 2021. And so that covers, as you well know, all the code, electrical, plumbing, everything.

And so the idea behind the shipping container homes is, as you had pointed out, these can be made as high end as you want. And we build several of those. They can also be made very basic to give you very robust housing.

Every one of the containers we use is what's call one trip. The containers are manufactured in China mainly, and they load them full of cargo, they ship them to the U.S. And then once they unload them, they sell them because of our trade imbalance. It doesn't make sense to ship a whole ship full of containers back to China.

And so they're pristine. They're in good shape. And they're relatively new.

Each one is built out of four tons, over four tons, of Core 10 steel. You may be familiar with those two bridges as you go north on I-65 out of Mobile, the brown ones, those are built out of Core 10 steel. They have a design life of 100 years and not even painted. This is very

tough steel that you're talking about.

And so we feel like they're ideal for down here. All of our units and the foundation are engineered to 160 miles an hour wind. And so I've spent on the order of two and a half million dollars in all the development and engineering to go into this because we wanted to do it right. And we felt like we're going to it here, we're going to bring that here, it has to be done right.

And so that kind of gives you a little bit of background. And I'll be happy to answer any of your questions.

MR. WILLIAMS: All right. Any questions?

MR. HEWES: I've got a question for you. So apparently when you all manufacture them, they are done to the standards, the most current standards possible for the most part.

MR. WILEM: Absolutely. In fact, manufactured homes, as I understand it, have to comply with HUD standards which are not nearly as rigorous as IRC.

MR. HEWES: Okay. So when you deliver them to a lot, a location, does it show up as just a box, or do you all do the exterior? Is the exterior facade more appealing than just a box? I think that's a good concern

MR. WILEM: Yeah. Everybody has their own version. It's just like some people like brick, some people

like stucco, some people like the industrial look, some don't.

But when they leave our facility, we have single containers, we have multiple containers. And each one has been completely inspected during process and all the electrical, plumbing, sewer, all that has been tested onsite. So when they arrive, we integrate the units together, and then generally we have an engineered foundation that is usually handled by a subcontractor that we have, sometimes the buyer may want to use their own. And then beyond that, whatever they want to do with decks and that sort of thing is kind of up to them.

But, you know, we paint them different colors. We can add different types of facades. The main thing, and to your point, is that one of the other advantages is long term cost of ownerships is that -- and you'll hear from Bo Wiltshire who we partner with, and I was very particular about who we partner with these sorts of things. And I know he's going to do this right. Is that we want to see something in the long term that will be -- look as good as it did initially, and I think with the fabrication and the quality of the containers, that's the case. And I'm confident that Bo will continue keeping it looking like that to your point.

But the other half of it is is in most of

these mobile home parks, I had the pleasure to live in one for three years after Katrina while we rebuilt our house, and we bought a new one, it was beautiful. Three years later, not so much. They just don't hold up. And that's the advantage. We use regular Sheetrock. We use wood studs in them just like regular construction, not the pressboard type of interior wall panels and that sort of thing.

MR. WILLIAMS: All right. Other questions of Mr. Wilem?

MR. HEWES: Are they more affordable or as affordable as mobile homes are or manufactured homes as a base model to a base model?

MR. WILEM: It's had to compare, and I've tried to do that. But I think that the answer is the value for the dollar is far better.

MR. HEWES: Would it help fill the void for affordable housing is what I'm asking?

MR. WILEM: It can, yeah. Again, it goes to how you want to outfit them up. Do you want butcher block counter tops, or do you want granite or quartz. I mean, that sort of thing drives a lot of the cost.

But if you finish it out in the basic which we do for some people, then they can be very, very affordable.

MR. HEWES: Thank you.

MR. WILEM: And they're tiny homes. So, you know, today the other thing that's happening is many people are being priced out not only of the first time homebuyer market, but also for rentals. And we feel like that from a sales standpoint, we can field these for about the same price mortgage-wise as a single bedroom apartment.

And from a rental standpoint, again, from the standpoint, a business standpoint of someone like Bo, is that one of the factors he has to look at is not only initial purchase price but cost of ownership over time. And I think the container concept addresses both of those very favorably.

MR. WILLIAMS: All right. Other questions?

All right. If something comes up and we need your expertise, we'll bring you back up. Thank you. Appreciate it.

MR. WILEM: Thank you very much.

MR. WILLIAMS: Someone else here to speak for this case?

MR. WILTSHIRE: My name is Bo Wiltshire. I live at 67 H. Burge Drive, Poplarville, Mississippi.

Thank you guys for your time. I don't know what else I can say that Mr. Frank did not.

So I think he nailed it on a lot of points. We own -- I retired from the Army a couple of years ago, and

we started buying mobile home parks. We've acquired several along the Mississippi Gulf Coast. We own several in North Carolina where I was stationed for 16 years.

I love affordable housing, to your point. It's a huge need. We're never going to catch up with it, especially at the rate we're going. The problem with mobile homes, I think he alluded to, was they break down really quickly, and it's hard to provide a good, clean product for tenants. You know, once they move in and out, it's really hard to keep them in a top notch condition like your apartments are built much more sturdy.

We stumbled into this concept. This property was transferred to us in 2022, and we haven't really done anything with it, and I apologize if I've come up on your list for not taking better care of it in the meantime. But we finally turned our focus toward it, and it's time to get it cleaned up and put the resources toward it. That's when I stumbled onto, you know, Bloxx, a much more robust product. I bought a bunch of mobile homes brand-new off the floor, used ones from years ago pre-Covid, I can't get them to hold up. So I think a lot of what you're concerned with is from a park owner perspective we sell the mobile homes to a resident because I can't keep up with the maintenance, and people take better care of things that they own or they don't. But I have to sell it to make a business case.

So when I sell it I really lose control of the overall maintenance and appearance of the product.

With this, it allows it to stay in my possession. I can make a business case for holding onto the units, maintaining them to a higher standard because the maintenance costs are much lower now we stay out of the red.

That's really what we're looking for is to be able to provide a safe product that holds up to the wind, is affordable, we can stay under a thousand dollars a month and get as many of these things turned out as Bloxx Buildings can produce for us, not only in this property, but assuming this goes well and we can meet your approval in other properties that we own along the Coast, as well.

So I'm open to any questions that you guys may have.

MR. JONES: I have one.

MR. WILTSHIRE: Yes, sir.

MR. JONES: Affordable living.

MR. WILTSHIRE: Yes, sir.

MR. JONES: Would you recommend the area that y'all are talking about, upscale or downscale, or do you ask people what they want, the upscale or the downscale? As far as granite, just everything that's real nice in there, and do you think that by doing that with the people that are going high scale wouldn't want the low scale people being

next to them.

MR. WILTSHIRE: I don't think -- I think there's plenty of highs scale. I've done some market research and there's plenty of apartments that are already in the area that they're happy to put granite in and charge you sixteen or seventeen hundred dollars a month for an apartment.

I think, you know, nobody minds living next to anybody else as long as the product they live next to or the home that they live next to is well maintained and looks attractive, and there's some pride of ownership.

You know, the apartment complex referenced next to our property on 28th Street looks fantastic. It always does. They take very good care of it. But it's not -- we're not competing for the same sorts of -- you know, the same demographic as far as monthly income. They're significantly higher than what we want. And when you call that apartment complex, and they tell you it's $1200 for a one bedroom apartment, that's an immediate hang up. And they've got nowhere to go . And now they're trying to find a place that's in a good area that's next to an attractive apartment complex but they can still have pride of ownership, their kids can get dropped off at the school bus, and nobody goes, eww, is that where you live.

That's kind of been our test, you know,

buying these things is the school bus test. Like if you get dropped off, are you going to get picked on because this is where you live.

So we brought homes in. We looked at this initially. Let's bring in 30 more mobile homes, but they don't hold up, and I don't want to get in that position again where, you know, in five years the wind and the rain and the salt air is just eating these things up, and they look as bad as any other property in town, as well.

So does that answer your question?

MR. JONES: Well, I accept that.

MR. WILTSHIRE: Okay.

MR. WILLIAMS: Other questions?

All right. Thank you, sir. Appreciate it.

MR. WILTSHIRE: Yes, sir. Thank y'all. Appreciate it.

MR. WILLIAMS: Anyone else here to speak for this case?

Anyone here to speak against this case or have questions about it?

All right. Commissioners, we've heard from the applicant or heard from Mr. Jones and the expert. Any questions for the staff, or a motion on this case?

MR. DAIGLE: Like I say, I have a lot of respect for Ms. Virginia and what she says. I'm completely

on board with the six month waiting mostly just because I'll do whatever you say.

But seriously, is there a way that we can, you know, put some time stamp in place that if we were all to do that that we could actually come back to this and not forget about it in six months and readdress?

MR. MALCOLM JONES: We can do that. We'll make a point to bring back the study of other areas so you can see if you go to this zone what it would be in that zone, that sort of thing, as well.

I do hear from the group up there that there's some idea that maybe it could be expanded into a greater market which I'm glad to hear, I just wasn't sure that was your original intent. But I think Ms. Adolph is clear in what I was saying earlier, you just have to be careful because once you set it and say you can come, if you're going to deny them, you better have a good reason for it. And so, you know, too much traffic, whatever, all those things. But it gets hard to defend the decision to deny one on a conditional use or a planning commission approval is what you call it if you don't have a good objective basis for denying it.

MR. DAIGLE: I do have another question, too, with regard to these because I don't know that much about shipping containers. But when I think of an actual home,

apartment, modular home, whatever, you can't just put insulation or some sort of pliable substance as the wall, you have to have something solid. These already have something solid which is a metal facade. And I picture a big Crowley shipping container you see on the big ships. Is there any design standard these are going to be held to or can their exterior just be that weighty metal like you see on a ship?

MR. MALCOLM JONES: So these are questions that you can address at the planning commission hearing you would actually have. So in other words, they make their application. They present with their design standards. And you can at the time of the planning commission approval hearing make a decision that the condition is they have to have facades or maybe Hardy plank or whatever if that's what you want if you don't like the way they look.

But you may be impressed with the way that they have them designed and painted.

MR. WILLIAMS: And, Tim, if you remember, the one the we had that was a business there or whatever that we wanted to have the Hardy plank I think they were using on all four sides and those things, so I think we could do that on a case by case.

MR. MALCOLM JONES: You could on a case by case basis make those requirements if you thought it was

appropriate. You may decide it's not necessary depending upon where the area is.

MR. HEWES: I've got a question for staff. If we put architectural standards on these, have architectural review, I think in 20 years, I think Keith and I were talking, I think we've probably had one case come up for architectural review. Is that going to put a lot more work on the staff and is it going to be a problem approving them if we do put this to expand the zoning where they can go but have architectural requirements to go along with that?

Much like a, if you remember after Katrina we did all of our B-2 where you couldn't have metal buildings couldn't have the metal facing the front of the street. But something along those lines, but maybe grab the whole thing. Is that going to be tough for your people to deal with or not?

MR HOLMES: Honestly, I don't think it would be, you know. I've been talking with Mr. Jones about kind of doing it if you look at how what we're taking in now, because honestly I think we're too restrictive on certain things now. So we're going to have to look at that because we're seeing things (indecipherable) that probably shouldn't be, so that's something we're working on so I don't think it would be a problem.

MR. HEWES: But I got one question for Bo if

I can, if you can come up here so it's on record.

Will a six month delay affect your jobsite at all in your ability to do what you're wanting to do?

MR. WILTSHIRE: If you can get code enforcement to leave me alone for six months while we figure it out, I'll wait six months.

MR. HEWES: I don't think we can do that. That's not (indecipherable).

MR. WILLIAMS: We don't want a six month delay, though.

(Several people speaking at one time.)

MR. WILLIAMS: We're going to vote, but we'll come back and revisit it in six months to see if we want to expand it.

(Several people speaking at one time.)

MR. HEWES: Okay.

MR. WILLIAMS: So make sure we have a formal look-at it again in six months, say how is it going, is it working like we want it to, can we expand it at that time.

MR. WILTSHIRE: Oh, then absolutely not. It sounds like a great plan.

MR. MALCOLM JONES: I'll send y'all by the way, if you're inclined to vote for this, but I'll send it to you regardless, to all of you all, an actual copy of the ordinance as it would appear before the City Council. So if

you have any questions, you can call me individually about that.

MR. WILLIAMS: Good deal.

All right. Any other questions of the staff or a motion?

MR. DAIGLE: I'll make a motion. This is City Council's approval, right?

MR. MALCOLM JONES: It will go to City Council, correct.

MR. DAIGLE: So I make a motion that we recommend approval for the Zoning Text Amendment 2512PC145 as it is stated.

MR. WILLIAMS: Got a motion for approval as presented. Do I have a second?

MS. ADOLPH: Second.

MR. WILLIAMS: Got a motion for approval. Any further discussion by the commissioners?

MR. HEWES: Can we, so it's in the minutes, can we put in there that we will revisit this in six months?

MR. MALCOLM JONES: You can. You can include that.

MR. DAIGLE: Amend the motion to revisit in six months.

MR. WILLIAMS: And so we'll add to that motion that in six months. Is the seconder okay with that?

MS. ADOLPH: Yes.

MR. WILLIAMS: So we've got a proper motion and a second. Any further discussion? If not, all those in favor signify by saying aye. Any opposed?

(Unanimous vote.)

MR. WILLIAMS: All right. It's been passed. Good luck.

BEFORE THE CITY OF GULFPORT PLANNING COMMISSION

2512PC145

COURT REPORTER'S CERTIFICATE

I, Norma Jean Ladner Soroe, Certified Shorthand Reporter, do hereby certify that to the best of my skill and ability I have reported the hearing held before the City of Gulfport Planning Commission and that the foregoing 35 pages constitute 20th day of November 2025.

I do further certify that my certificate annexed hereto applies only to the original and certified transcript. The undersigned assumes no responsibility for the accuracy of any reproduced copies not made under my control and direction.

Witness my signature this the 1st day of December 2025.

_____

NORMA JEAN LADNER SOROE, CSR #1297
Certified Shorthand Reporter

There came on for consideration at a duly constituted meeting of the Mayor and Members of the City Council of the City of Gulfport, Mississippi, held on the _____ day of _____, 2025, the following Ordinance:

ORDINANCE NO. _____

AN ORDINANCE AMENDING SECTION 1-41 OF THE CODE OF ORDINANCES OF THE CITY OF GULFPORT, MISSISSIPPI TO CHANGE THE DATE AND TIME FOR THE GULFPORT CITY COUNCIL'S 2ND REGULAR MONTHLY MEETINGS, AND FOR RELATED PURPOSES

WHEREAS, the Gulfport City Council has enacted various ordinances through the years that address the scheduling of its meetings, including, without limitation, those codified in Chapter 1 in the Code of Ordinances of the City of Gulfport, Mississippi; and

WHEREAS, Mississippi law (Miss. Code Ann. § 21-8-11(2)) requires that the Gulfport City Council minimally meet for a public meeting "on the first Tuesday after the first Monday in each month," but that such law further provides that the Council can meet "at such other times as the council by order may set"; and

WHEREAS, Section 1-41 of the City's Code of Ordinances provides that the Gulfport City Council will conduct its regular meetings on the first and third Tuesdays after the first Monday in each month and that both such meetings commence at 1:30 p.m., and such meeting dates and times have been established this way for the past many years; and

WHEREAS, even though the Council started numerous years ago broadcasting / streaming its regular meetings over the internet, the City's Governing Authority does hereby find, in accordance with the exercise of its provided discretion, to change the meeting date for a second regular meeting each month from the third Tuesday of the month to the Thursday immediately following the third Tuesday of the month and which meeting shall be at 5:30 p.m. and that Section 1-41 of the City's Code of Ordinances, contained within Chapter 1, Article II, which presently

reads as follows, should be amended to reflect the same:

Sec. 1-41. – Time, place of regular council meetings, and call of special council meetings.

(a) *Meeting place.* All regular and special public meetings of the council and mayor shall be held in the council room of the city hall located at 2309 15th Street unless adjourned to, or scheduled in advance, to be held in another location.

(b) *Scheduled regular and special public meetings.* Regular public meetings shall be held on the first and third Tuesdays after the first Monday of each month commencing at 1:30 p.m. A majority of the members of the council, or a majority of the members of the council present at any meeting, may cancel or reschedule any scheduled regular or special meeting, provided that no less than one (1) regular meeting is held each month.

(c) *Special called meetings.* Special called public meetings of the council and mayor may be called at times other than the scheduled meetings by the mayor or a majority of the members of the council.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF GULFPORT, MISSISSIPPI, AS FOLLOWS:

SECTION 1. That the matters and things set forth in the above preamble are hereby accepted as stated as the findings of the Gulfport City Council.

SECTION 2. That Chapter 1, Article II, Section 1-41 of the Code of Ordinances of the City of Gulfport, Mississippi, should be, and hereby is, amended to now read as follows, with additions noted in bold and underlined and deletions stricken through and in bold and underlined:

Sec. 1-41. – Time, place of regular council meetings, and call of special council meetings.

(a) *Meeting place.* All regular and special public meetings of the council and mayor shall be held in the council room of the city hall located at 2309 15th Street unless adjourned to, or scheduled in advance, to be held in another location.

(b) *Scheduled regular and special public meetings.* Regular public meetings shall be held on the first ~~**and third**~~ Tuesday**s** ~~s~~after the first Monday of each month commencing at 1:30 p.m. **and on the Thursday immediately**

following the third Tuesday after the first Monday of each month commencing at 5:30 p.m. A majority of the members of the council, or a majority of the members of the council present at any meeting, may cancel or reschedule any scheduled regular or special meeting, provided that no less than one (1) regular meeting is held each month.

THURSDAY AT 5:30 p.m.

(c) *Special called meetings.* Special called public meetings of the council and mayor may be called at times other than the scheduled meetings by the mayor or a majority of the members of the council.

SECTION 3. All provisions of Chapter 1 of the Code of the Ordinances of the City of Gulfport, Mississippi not in conflict herewith shall remain in full force and effect as heretofore provided.

SECTION 4. To provide for the immediate and temporary preservation of the public peace, health and safety, this Ordinance shall be in full force and become effective immediately upon its passage by unanimous vote and enactment according to law and shall be spread on the minutes of the Gulfport City Council. The Ordinance shall be published according to law and for failure to pass unanimously, shall take effect thirty (30) days after the date of passage.

SECTION 5. The Governing Authority further finds that the following shall serve as an explanatory statement of this Ordinance for purposes of publication: "This Ordinance amends Section 1-41 of the City's Code of Ordinances by changing the date and start times for the Gulfport City Council's 2nd regular meetings of the month. A copy of the full text of this Ordinance is available to municipal residents upon request to the City Clerk." For the next thirty (30) days, a copy of the full text of this Ordinance shall be posted by the City Clerk: (a) in the first floor lobby at City Hall (2309 15th Street, Gulfport, Mississippi 39501); (b) in the first floor lobby of the City's Hardy Building (1410 24th Avenue, Gulfport, Mississippi 39501); and (c) in the first floor lobby of the County Courthouse in Gulfport (1801 23rd Avenue, Gulfport, Mississippi 39501). The City

Clerk shall further furnish any resident of the City a copy of the full text of this Ordinance upon request.

The above and foregoing Ordinance, after having been first reduced to writing and read by the Clerk, was introduced by _____, seconded by _____, and was adopted by the following roll call vote:

AYES	**NAYS**	**ABSENT/ABSTAIN**

WHEREUPON, the President declared the motion carried and the Ordinance adopted, this the _____ day of _____, 2025.

(SEAL)

ATTEST: ADOPTED:

_____ _____
CLERK OF THE COUNCIL PRESIDENT

The above and foregoing Ordinance submitted to and approved by the Mayor, this the _____ day of _____, 2025.

APPROVED:

_____
MAYOR

There came on for consideration at a duly constituted meeting of the Mayor and Members of the City Council of the City of Gulfport, Mississippi, held on the _____ day of _____, 2025, the following Ordinance:

ORDINANCE NO. _____

AN ORDINANCE MEMORIALIZING RULES OF ORDER FOR USE AT CITY COUNCIL MEETINGS AND CODIFYING THE SAME AS SECTION 1-51 IN THE CODE OF ORDINANCES OF THE CITY OF GULFPORT, MISSISSIPPI

WHEREAS, the Gulfport City Council has enacted various ordinances and resolutions through the years that have addressed various aspects of how it conducts its meetings; and

WHEREAS, although not required by state law, the City Council finds it beneficial for future, prospective membership and posterity as well as for public awareness, that it memorialize the rules of order that it has heretofore utilized as a guide at its regular and special meetings.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF GULFPORT, MISSISSIPPI, AS FOLLOWS:

SECTION 1. That the matters and things set forth in the above preamble are hereby accepted as stated as the findings of the Gulfport City Council.

SECTION 2. That the Code of Ordinances of the City of Gulfport, Mississippi, is hereby amended by adding a section to be numbered Section 1-51, which said section reads as follows:

Sec. 1-51. Memorialization of Rules of Order for Meetings; Duties of Chair.

(a) **Rules of Order**. The Rules of Order adopted by Resolution of the City Council, from time to time, shall be used as a guideline for conduct of regular and special meetings of the Council, except when superseded by rules of procedure or rules of order set forth in the Code of Ordinances or State law. A copy of the adopted and applicable Rules of Order shall be maintained in the Office of the Council Clerk and training associated with these Rules shall be provided to Council Members within the first quarter following the municipal general election or as otherwise needed.

(1) **Limitations of Rules of Order**. Rules of order are utilized to expedite the transaction of the business of the council in an orderly fashion and are deemed to be procedural only. The failure to strictly observe such rules shall not affect the jurisdiction of the Council or of any matter before it or invalidate any action taken at a meeting that is otherwise held in conformity with law.

(b) **Duties of Chair**. At each meeting of the City Council, it shall be the duty of those serving as Chair, whether the President, Vice-President, or other Member ("Chair"), to:

(1) Call the meeting to order.
(2) Shall preserve order and decorum and keep the meeting to its order of business.
(3) Control discussion in an orderly manner.
(4) Shall preserve order and decorum and have general direction of whichever location where the City Council holds its meetings.
(5) Where appropriate, give every Councilmember who wishes an opportunity to speak when recognized by the Chair.
(6) Permit audience participation at the appropriate times.
(7) Require all speakers to speak to the question and to observe the rules of order.
(8) At his or her discretion, call the Vice-President or any member to take the chair so the Chair may make a motion or for other good cause to yield the chair.
(9) Debate and vote as needed.
(10) Put motions to a vote and announce the outcome.
(11) Decide all questions or points of order, subject to the right of appeal to the Council as a whole.

SECTION 3. All provisions of Chapter 1 of the Code of the Ordinances of the City of Gulfport, Mississippi, not in conflict herewith shall remain in full force and effect as heretofore provided.

SECTION 4. To provide for the immediate and temporary preservation of the public peace, health and safety, this Ordinance shall be in full force and become effective immediately upon its passage by unanimous vote and enactment according to law. For failure to pass unanimously, it shall take effect thirty (30) days after the date of passage. It shall further be spread on the minutes of the Gulfport City Council and shall be published according to law.

SECTION 5. The Governing Authority further finds that the following shall serve as an explanatory statement of this Ordinance for purposes of publication: "This Ordinance memorializes the adoption of rules of order as a guideline for the conduct of business by the Gulfport City Council. A copy of the full text of this Ordinance is available to municipal residents upon request to the City Clerk." For the next thirty (30) days, a copy of the full text of this Ordinance shall be posted by the City Clerk: (a) in the first floor lobby at City Hall (2309 15th Street, Gulfport, Mississippi 39501); (b) in the first floor lobby of the City's Hardy Building (1410 24th Avenue, Gulfport, Mississippi 39501); and (c) in the first floor lobby of the County Courthouse in Gulfport (1801 23rd Avenue, Gulfport, Mississippi 39501). The City Clerk shall further furnish any resident of the City a copy of the full text of this Ordinance upon request.

The above and foregoing Ordinance, after having been first reduced to writing and read by the Clerk, was introduced by _____, seconded by _____, and was adopted by the following roll call vote:

AYES	**NAYS**	**ABSENT/ABSTAIN**

WHEREUPON, the President declared the motion carried and the Ordinance adopted, this the _____ day of _____, 2025.

(SEAL)

ATTEST: ADOPTED:

_____ _____

CLERK OF THE COUNCIL PRESIDENT

The above and foregoing Ordinance submitted to and approved by the Mayor, this the _____ day of _____, 2025.

APPROVED:

_____

MAYOR

Memorandum

To: Mayor Hugh Keating and Members of the City Council

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

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

Date: November 21, 2025

Re: **Recommendation to Approve Addendum No. 10 to Extend Time to the LPA Professional Services Contract with Neel - Schaffer, Inc. – Project Number FBLD-9159-00(001) LPA 108419-811000 – Interconnecting Gulfport BUILD Grant**

Attached for your consideration is Addendum No. 10 to the Contract Agreement for Professional Services with Neel - Schaffer, Inc. for the referenced project. The addendum extends the current contract time from December 31, 2025 to June 30, 2026. There is NO cost for this change. The scope of the services includes, but is not limited to, all necessary professional services required to complete environmental studies (environmental assessment), all necessary field surveying, permitting, the determination of required Right-of-Way limits, centerline soil profile, geotechnical investigation (at bridges), roadway and bridge design. The consultant shall prepare all plans, specifications, and provide a State Estimate (PS&E Assembly) as indicated in the LPA Project Development Manual.

I recommend approval of this addendum.

Attachment:

1. Addendum No. 10 for Professional Services with Neel-Schaffer, Inc.

ADDENDUM NO. 10 TO EXTEND TIME
LPA PROFESSIONAL SERVICES CONTRACT
BY AND BETWEEN
City of Gulfport & Neel-Schaffer, Inc.

This Addendum is made a part of the Professional Services Contract entered into by and between the ***City of Gulfport*** (known as the "LPA") and ***Neel-Schaffer, Inc.*** (known as the "CONSULTANT"), whose address is ***795 Howard Avenue, Biloxi, MS 39530*** signed by CONSULTANT on February 13, 2020, and signed by LPA on March 16, 2020.

WHEREAS, in consideration of the agreement of the Parties hereto to modify the original Professional Services Contract between them, the ***City of Gulfport*** and ***Neel-Schaffer, Inc.,*** do by entering into this Addendum mutually agree to further amend ARTICLE III. CONTRACT TERM of the original contract as afore described herein, in order to extend the Contract Term or period of performance of the Professional Services Contract, said Professional Services Contract is amended as set out below:

ARTICLE III. CONTRACT TERM: The CONTRACT ending date as shown in this Article for Neel-Schaffer, Inc. for environmental documentation and preliminary design of Interconnecting Gulfport BUILD Grant roadway project, MDOT Project Number FBLD-9159-00(001)LPA 108419-811000, Harrison County will change from December 31, 2025 at 11:59 P.M. to June 30, 2026 at 11:59 P.M.

Except as provided herein, all other terms and conditions set forth in the original Professional Services Contract of the parties, and not in conflict with this Addendum, shall remain in full force and effect.

WITNESS this my signature in execution hereof, this the _____ day of _____ 2025.

_____
Hugh Keating, Mayor

WITNESS this my signature in execution hereof, this the 27TH day of OCTOBER 2025.

Steve A. Twedt, PE.
_____
Steve Twedt, PE

Attested By:

Tamara Lovicelli

Memorandum

To: Mayor Hugh Keating and City Council Members

CC:

From: Chief Adam Cooper

Date: November 17, 2025

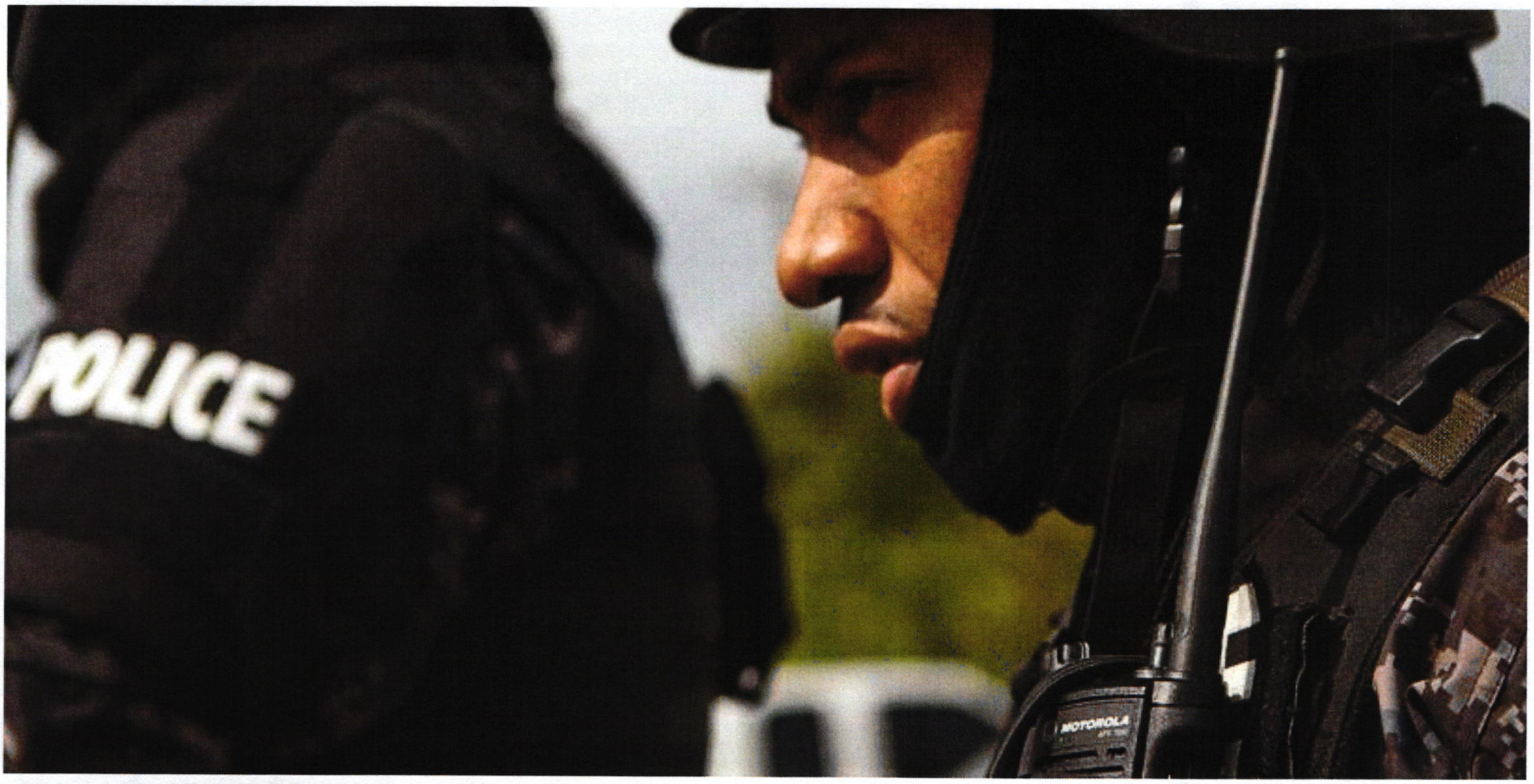
Re: Drone as First Responder Agreement

The Police Department is seeking to expand our technological capabilities through a unique partnership with Motorola Solutions Inc, and BRINC Drones. The Department has been offered a one-year free trial of a Drone as First Responder system. This system will allow for the deployment and recovery of a drone to aid in the answering and evaluation of calls for service, search and rescue of missing persons and property, and strategic deployment of Police and Fire Resources during and after critical incidents. This unique opportunity will ensure the City remains at the forefront of law enforcement capabilities on the Gulf Coast and comes at no expense during the testing and evaluation phase.

Thank you for your consideration and assistance.

QUOTE-3369449

MOTOROLA SOLUTIONS







GULFPORT POLICE DEPARTMENT

11/01/2025

The design, technical, pricing, and other information ("Information") furnished with this submission is confidential proprietary information of Motorola Solutions, Inc. or the Motorola Solutions entity providing this quote ("Motorola") and is submitted with the restriction that it is to be used for evaluation purposes only. To the fullest extent allowed by applicable law, the Information is not to be disclosed publicly or in any manner to anyone other than those required to evaluate the Information without the express written permission of Motorola.
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MOTOROLA SOLUTIONS

QUOTE-3369449

11/01/2025

GULFPORT POLICE DEPARTMENT
PO BOX 1780
GULFPORT, MS 39502

Dear Deputy Commander Gregory Peleaz,

We're excited to present the **BRINC MSI Takeoff Program**, built in partnership between BRINC and Motorola Solutions to give every public safety agency access to a reliable, cost-effective, and purpose-built air program.

Too often, agencies are forced to choose between expensive aviation solutions or tools not designed for the realities of public safety work. The Takeoff Program changes that. Together with BRINC, we're making it simple for agencies to stand up Drone as First Responder (DFR) programs that:

- **Fit within real budgets with the first year at no cost**
- **Rely on technology built for first responders**, not adapted from consumer or inspection hardware
- **Integrate directly into existing Motorola systems** like Command Central Software, radios and ALPR
- **Include full training and support** so teams are mission-ready from day one

We believe every community deserves the benefits of a DFR program---safer officers, lower response times, and better outcomes for the public. The Takeoff Program helps make that possible for every agency ready to deploy an air program. We are confident that Motorola Solutions' ongoing commitment to safety, innovation, and mission-critical performance, combined with BRINC's cutting-edge drone technology, will deliver significant value to your operations.

This proposal is contingent upon the terms and conditions of the Houston – Galveston Area Council (H-GAC) RA05-21, in addition to the Drone Addendums (collectively "the Agreement") or a negotiated version thereof. Pricing is valid until 12/31/2025 The City may accept this offer by executing and returning the signed Product Agreement.

Please let us know when we can schedule time to review this proposal in more detail. Thank you for your leadership and commitment to serving your community. We're honored to support you.

Sincerely,

David Redus
Sr. Manager
Motorola Solutions

MOTOROLA SOLUTIONS

QUOTE-3369449

Billing Address:
GULFPORT POLICE DEPARTMENT
15 TH ST
GULFPORT, MS 39501
US

Shipping Address:
GULFPORT POLICE DEPARTMENT
2220 15 TH ST
GULFPORT, MS 39501
US

Quote Date:11/01/2025
Expiration Date:12/31/2025 Quote
Created By:
David Redus David.Redus@motorolasolutions.com

End Customer:
GULFPORT POLICE DEPARTMENT
Deputy Commander Gregory Peleaz
gpeleaz@gulport_ms.gov 2282349743

Contract: 36875 - WATCHGUARD- HGACBuy
Payment Terms:30 NET

Year	Item Number	Description	QTY	TERM	Sale Price	Ext. Sale Price
Year 1 Subscription	BRINC	BRINC Ball Safeguard	1	6 Years	$0.00	$0.00
Year 1 Subscription	BRINC	Responder w/Station DFR (Single Site)	1	6 Years	$0.00	$0.00
Year 1 Subscription	BRINC	LEMUR 2 Safeguard	1	6 Years	$0.00	$0.00
Training		Part 107 Ground School 5 Students				$7,200.00
Sub Total:						**$7,200.00**
Year		Description				Annual Price
Year 2 Subscription		1 Responder w/Station DFR (Single Site), 1 LEMUR 2 Safeguard 1 BRINC Ball Safeguard				$98,997.00
Year 3 Subscription		1 Responder w/Station DFR (Single Site), 1 LEMUR 2 Safeguard 1 BRINC Ball Safeguard				$98,997.00
Year 4 Subscription		1 Responder w/Station DFR (Single Site), 1 LEMUR 2 Safeguard 1 BRINC Ball Safeguard				$98,997.00
Year 5 Subscription		1 Responder w/Station DFR (Single Site), 1 LEMUR 2 Safeguard 1 BRINC Ball Safeguard				$98,997.00
Year 6 Subscription		1 Responder w/Station DFR (Single Site), 1 LEMUR 2 Safeguard 1 BRINC Ball Safeguard				$98,997.00
	Grand Total					**$502,185.00**

Notes:
Unless otherwise noted, this quote excludes sales tax or other applicable taxes (such as Goods and Services Tax, sales tax, Value Added Tax and other taxes of a similar nature).
Any tax the customer is subject to will be added to invoices.
Motorola will invoice Customer annually in advance of each year of the Subscription Term following the no cost period.

Takeoff Program term structure:
Year 1: No cost period includes right to exercise termination for convenience at any point within the first year.
Year 2 - 6: Paid period starts at the beginning of the first Renewal Subscription Year.

Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the ""Underlying Agreement"") that authorizes Customer to purchase equipment and/or services or license software (collectively ""Products""). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

MOTOROLA SOLUTIONS

PRODUCTS AGREEMENT

This Products Agreement (this "**Agreement**") is entered into between **Motorola Solutions Inc.,** ("**Seller**" or "**Motorola**") and the entity set forth in section I(b) ("**Customer**") as of the date last signed below ("Effective Date"). Seller and Customer will each be referred to herein as a "**Party**" and collectively as the "**Parties**".

I. Seller and Customer Information

(a)	Seller	Motorola Solutions Inc.
(b)	Customer	Name: Gulfport Police Department Address: 2220 15th Street Gulfport, MS 39501 Contact: Deputy Commander Gregory Peleaz

II. Transaction Details

(a)	Proposal	Proposal No. 3369449_____ Date: 11/01/2025_____ Motorola will provide Customer with the products and services set forth in the proposal dated above (the "Proposal"), a copy of which is attached hereto and incorporated herein.
(b)	Pricing	Pricing for products and services being purchased by Customer is set forth in the Proposal.
(c)	Term and Conditions	This proposal is contingent upon the terms and conditions of the Houston – Galveston Area Council (H-GAC) RA05-21, in addition to the Drone Addendums (collectively "the Agreement") or a negotiated version thereof.

III. Entire Agreement

This Agreement, including the Proposal and any terms and conditions referenced herein, constitutes the entire agreement of the Parties regarding the subject matter of the Agreement and supersedes all previous agreements, proposals, and understandings, whether written or oral, relating to this subject matter. This Agreement may be executed in multiple counterparts, and shall have the same legal force and effect as if the Parties had executed it as a single document. The Parties may sign in writing, or by electronic signature, including by email. An electronic signature, or a facsimile copy or computer image, such as a PDF or tiff image, of a signature, shall be treated as and shall have the same effect as an original signature. In addition, an electronic signature, a true and correct facsimile copy or computer image of this Agreement shall be treated as and shall have the same effect as an original signed copy of this document. This Agreement may be amended or modified only by a written instrument signed by authorized representatives of both Parties. The preprinted terms and conditions found on any Customer purchase or purchase order, acknowledgment or other form will not be considered an amendment or modification of this Agreement, even if a representative of each Party signs that document, and the terms of this Agreement will take precedence.

CUSTOMER:	MOTOROLA SOLUTIONS INC.
By:_____	By:_____
Print Name:_____	Print Name: David Redus_____
Title:_____	Title: Sr. Manager_____
Date:_____	Date: 11/01/2025_____

brinc



Drone as First Responder

Empowering public safety agencies with drones
for immediate emergency response

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Executive Summary

The BRINC Drone as First Responder (DFR) solution represents the next evolution in public safety drone programs. By deploying drones stationed at fixed locations, DFR enables rapid response to service calls. Equipped with advanced sensors, cameras, payload droppers, and two-way communication, these drones provide real-time situational awareness, critical insights, and interactive capabilities before first responders arrive on scene–enhancing decision-making and improving outcomes.

Average 911 Response Drone Arrival Times

Drones provide immediate on-scene information during emergencies.

< 70 sec

Drones Respond Faster to Calls

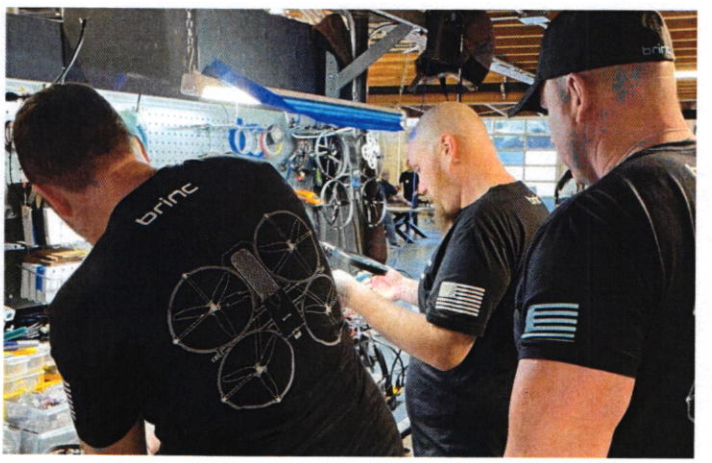
DFR offers significant benefits, including a 70-second response time. This speed, combined with the enhanced situational awareness, optimizes resources and decision-making during emergencies. From natural disasters and fires to active shooter situations and medical crises, DFR's agility and versatility make it an invaluable tool for rapidly evolving emergency scenarios.

DFR complements traditional response by providing a rapid aerial perspective that enhances the effectiveness of agencies in addressing crimes in progress, traffic accidents, and other emergencies. Additionally, DFR supports emergency payload delivery to enable swift transport of lifesaving medical equipment, such as Automated External Defibrillators (AEDs) or Narcan, to those in need.

About BRINC

BRINC is committed to deploying purpose-built drone technology that benefits communities and helps save lives. All BRINC products are fully designed, **made and assembled in America** with critical components that are sourced to meet NDAA guidelines.





"

At BRINC, our commitment to public safety drives a **strong feedback loop between our team of public safety experts and engineers.** This ensures that every product is purpose built to aid in real-life tactics and keep people safe.

Blake Resnick
CEO and Founder of BRINC

"

Drone as First Responder
How It Works

Utilizing strategically positioned drones operated by remote pilots, the BRINC DFR solution provides advanced air support capabilities.

These drones are designed to arrive on scene ahead of traditional patrol units, delivering real-time situational awareness and enhancing response effectiveness.

01

Call for service received.



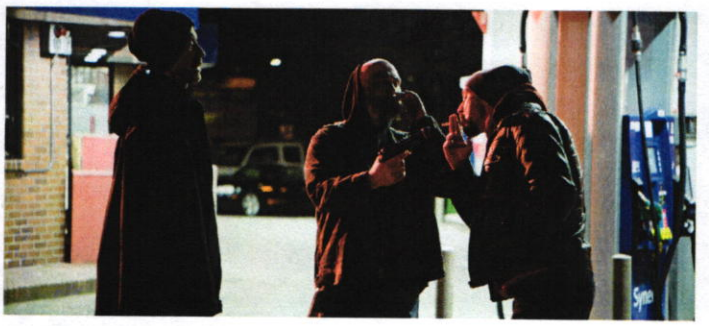
02

Drone automatically responds.



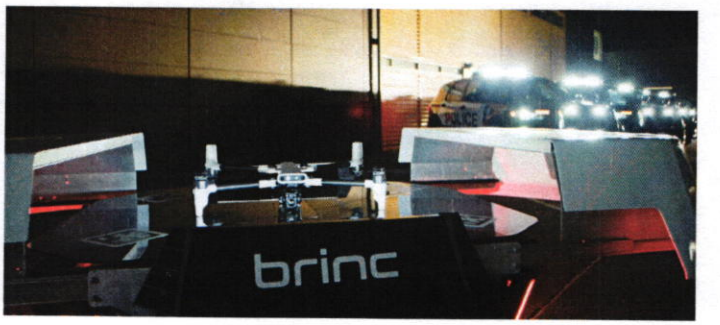
03

Drone provides live video feed with the capability for two-way communication.



04

Drone autonomously returns to Station and lands.



Measures of Success

Agencies adopting Drone as First Responder (DFR) programs have seen significant improvements in response times, situational awareness, and resource efficiency. By deploying drones within seconds of an emergency call, agencies can assess incidents faster, reduce risks to first responders, and make data-driven decisions that enhance public safety.

70 seconds

Average on-scene visibility

25% of calls

Resolved without dispatching officers

54% quicker

Human response times as drones clear non-priority calls

>700 public safety agencies

Fly BRINC drones

With the BRINC Drone as First Responder solution public safety agencies will see an immediate impact

Increase Officer Safety



Get eyes and ears in dangerous situations without risking lives and before officers arrive

Reduce Use of Force



Create distance and slow down the speed of operations with technology

Deliver Lifesaving Payloads



Make Narcan, AEDs, EpiPens and other equipment available anywhere in seconds

DFR Solution Overview

BRINC builds drone solutions for public safety agencies that empower first responders with technology to safeguard their communities.

INTEGRATED SOFTWARE SOLUTION

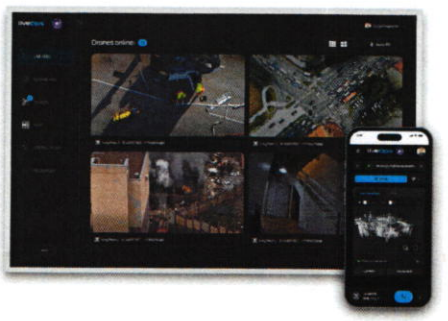


OUTDOOR

Fully equipped drone launch sites, including installation and maintenance

Purpose-built **911 response drones** tailored for DFR operations

Mountable parachutes for FAA compliance and improved safety with free parachute repacks



liveOps



INDOOR

An indoor tactical drone that makes entry first

Durable throw phones designed to establish and maintain contact

Mesh-radio controllers for local operations, compatible with all BRINC drones

Community **transparency portal**

Teleoperations & fleet **management platform**



INFRASTRUCTURE

Meshing antenna masts to extend range coverage

4G LTE antennas for data syncing and upload once the drone lands

Optional radars and ADS-B receivers for detecting manned aircraft

UNIFIED DRONE OPERATIONS

ONE CONTROLLER | NDAA COMPLIANT | ONE WEB PLATFORM | CJIS COMPLIANT

INDOOR

lemur 2



- TWO-WAY COMMUNICATIONS
- LIVESTREAMING
- REAL-TIME FLOORPLANS
- LIVE TRANSCRIPTIONS
- PAYLOAD DELIVERY

liveOps



OUTDOOR

responder



- TWO-WAY COMMUNICATIONS
- LIVESTREAMING
- TELEOPERATION FLIGHT
- TEXT-TO-SPEECH ANNOUNCEMENTS
- PAYLOAD DELIVERY

HARDWARE UPGRADES EVERY ~ 2.5 YEARS

DAY 1 → **YEAR 3** → **YEAR 5**

DAY 1	YEAR 3	YEAR 5
Responder Delivery + Training	Responder Upgrade + Training	Responder Upgrade + Training

Final program details will be governed by the terms and conditions in the executed contract, which will supersede any prior information provided.

liveOps

Unified Software Platform

LiveOps is an **all-in-one operations platform** that allows you to deploy and pilot BRINC drones from any web browser on any computer, laptop or mobile device. It stands with your team at each phase — streamlining program management, deployment, and simplifying evidence storage.

Teleoperations Platform

- Automatically dispatch drones to incident locations
- Remotely control drones
- Stream live video from any incident
- Control attachments and Stations

Augmented Reality Overlay

- See street names and addresses on your live video feed
- Coordinate your network of drones
- Pinpoint exact locations
- Increase safety & visibility

Airspace Awareness

- ADS-B signals from manned aircraft
- Ground-based radar
- Weather data

Two-Way Communications

- Text-to-speech
- Push-to-talk
- Auto translate



Community Engagement



BRINC DFR drones feature customized **agency markings** to enhance public recognition and transparency. Equipped with integrated **emergency lights and sirens,** these drones function as airborne patrol vehicles, extending law enforcement capabilities.

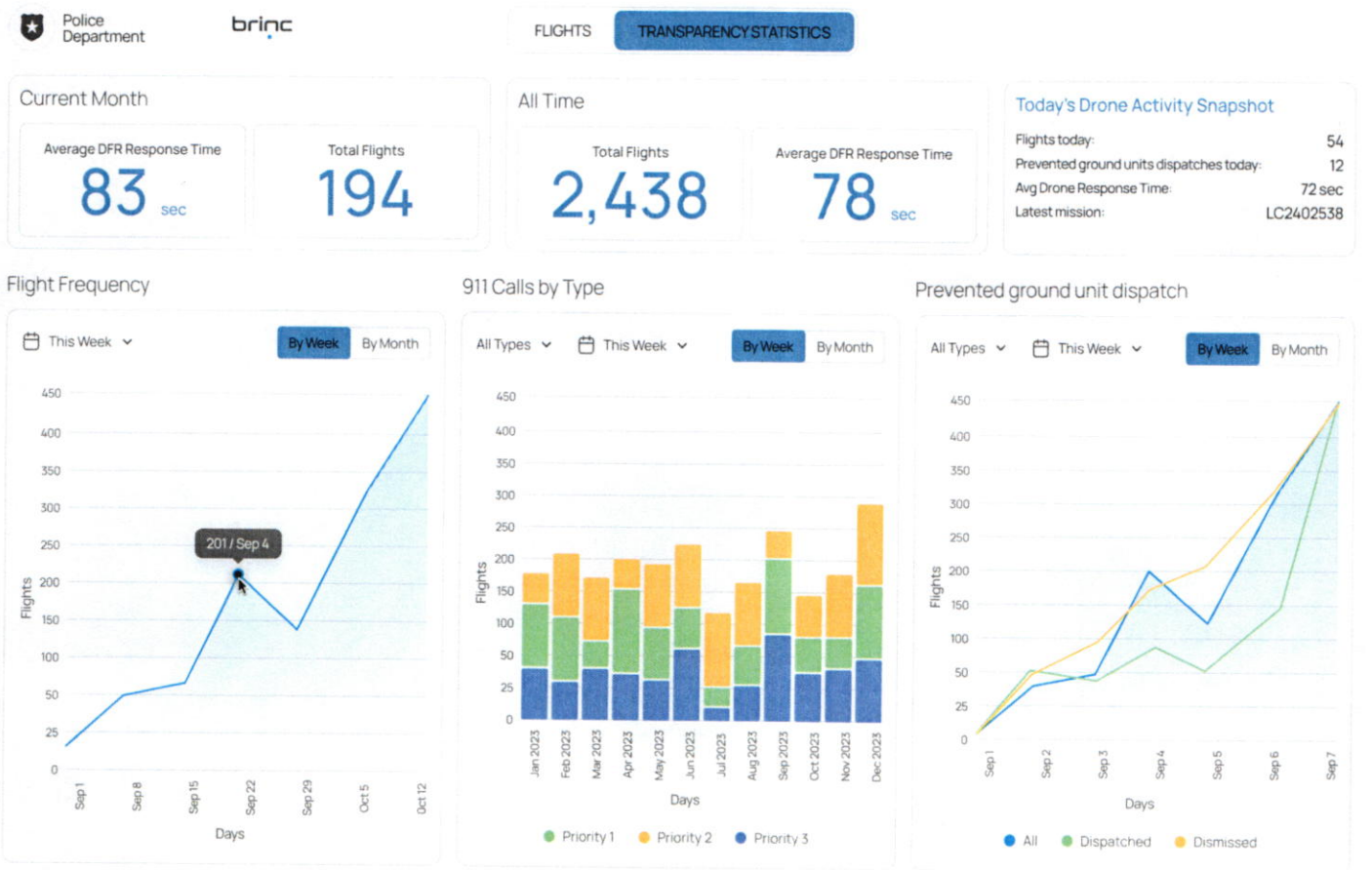
Plus, with LiveOps, the DFR program **increases an agency's transparency** by providing clear and open public insight through:

01

Maintaining flight logs with mission type

02

Highlighting drone program stats



Hardware

responder

The world's first purpose-built 911 response drone, Responder is a powerful aerial tool made right here in the USA for public safety agencies.

40x Total Zoom

Provides detailed imagery even from a considerable distance, enhancing mission capabilities.

640 px Thermal Camera

Makes it easy to identify people or see fire through smoke and provides situational awareness even in low or no light conditions.

Mobile Communication Hub

Integrated loudspeaker (with siren function) and microphone allow communication for negotiations and emergency announcements.

Emergency Payload Dropper

Deploy AEDs, Narcan, EpiPens, PFDs and other lifesaving payloads.



- IPX4 Water Resistant
- Integrated 2-Way Comms with Loudspeaker
- Emergency Lights and Siren
- Forward Obstacle Avoidance
- Attachment Rail
- Mesh Networking

Hardware

responder station

The Responder Station launches, protects and recharges Responder drones.

Temperature Controlled

Optimizes battery charging and protects electronics.

Weather Resistant

Ensures reliable performance in challenging climates.

Simple Infrastructure

Resistant to erosion. Increases reliability.

25 Minutes

How long it takes to charge from 10% to 90%.



<5 Sec Deployment Time	Large Vehicle Mountable	Starlink / Solar Compatible	Standard Power Input
Weather Resistant	Charge 10 to 90% in 25 Minutes	Corrosion Resistant	Integrated HVAC

Hardware

DFR Infrastructure

BRINC provides **additional infrastructure** to make your DFR operations more reliable through redundancy and advanced BVLOS operations. We cover the installation and maintenance for all DFR infrastructure elements.

DFR Antenna Masts

Extend range coverage of our mesh networking system.

ADS-B Receivers

Detect manned aircraft.

Optional Radars

Another way to detect manned aircraft.



Hardware

lemur 2

Designed to enter dangerous situations and keep people safe, Lemur 2 is the ultimate tool to gain intel, communicate, and de-escalate.

Day/Night/ Thermal Sensors

Gain situational awareness in the toughest conditions.

Glass Breaker

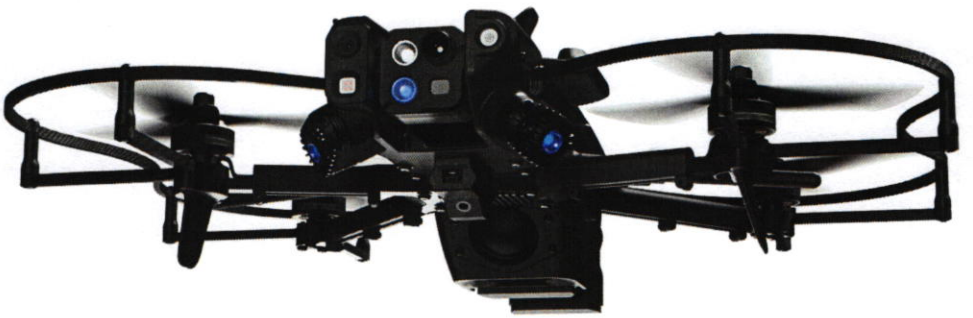
This attachment provides effective entry into structures and ventilation of buildings.

Integrated Loudspeaker & Microphone

Transforms the drone into a mobile communication hub for negotiators.

LiDAR Sensors

Produce real-time floor plans while the drone is in flight by streaming data directly to the controller.



- 360° Position Hold
- Real-Time Floorplans
- 2-Way Comms
- Live Transcriptions
- Flood and Strobe Lights
- Livestream Off-Site

Hardware

brinc ball

A durable throw phone for negotiators with two-way communication to enhance de-escalation capabilities of first responders.

Highlights

Quick to deploy and simple to operate

Just call or text BRINC Ball from any phone

Powerful speaker with extended audibility

Sensitive microphone



Services

DFR Safeguard Program

UNLIMITED REPAIR & REPLACE

You own the hardware. When upgraded, the Unlimited Repair and Replace warranty transfers to the latest hardware.

Set-up made easy

Day 1

Site setup

- Responder delivery
- Station installation
- Infrastructure setup
- BVLOS Waiver submission
- Training

Year 3

Upgrade

- Responder upgrade
- Training

Year 5

Upgrade

- Responder upgrade
- Training

Regular Upgrades

01 — Software upgrades

02 — Maintenance of Station and infrastructure

03 — Recurring training

MISSION-CRITICAL. MISSION-RELIABLE. MISSION-READY.

Drone destroyed during a mission? With Unlimited Repair & Replace, first you get a loaner, then you get a new unit.

Safeguard ensures operational success



Swaps	Data	Accessories & Training
Battery swap due to age or performance	Unlimited cellular data for your systems	Unlimited payload mounts to deploy medical aid
Prop swap due to age or performance	Unlimited storage on LiveOps	On-demand training

STATEMENT OF WORK

Motorola is providing the BRINC solution, as set out below.

BRINC Drone as First Responder (DFR) Implementation

Term: This SOW is effective as of the Effective Date and will continue unless terminated earlier pursuant to the Agreement.

This Statement of Work ("SOW") is governed by the Agreement (the "Agreement") entered into between Motorola and Customer. All definitions not defined herein shall have the meaning set forth in the Agreement (including its addenda or riders). In the event of a direct conflict between this SOW and the Agreement, this SOW will control solely with respect to the services and deliverables described herein. Terms used but not defined in this SOW have the meanings set forth in the Agreement.

1. PURPOSE & SCOPE

This SOW defines the roles, responsibilities, deliverables, acceptance criteria, and project governance for the implementation of a Drone as First Responder (DFR) program powered by BRINC LiveOps software and BRINC UAS hardware. The objective is to deploy an operational DFR capability, including fixed launch sites, teleoperations (where applicable), training, and support.

2. DEFINITIONS

DFR: Drone as First Responder operational model, designed to enable rapid Unmanned Aircraft System (UAS) response to calls for service.

Go-Live: The date on which the Customer begins live operational use of the BRINC DFR solution.

CIQ: Customer Input Questionnaire used to capture configuration, networking, and deployment specifics.

3. DESCRIPTION OF SERVICES

3.1 Implementation Services: BRINC will perform the implementation tasks described herein to prepare the Customer's environment for full DFR functionality, including the following:

(a) DFR Solution Design & Configuration (subdomain creation, network configuration, geofencing, RF/EMF analysis).

(b) Hardware & Software Deployment (BRINC UAS, docking station if applicable, LiveOps SaaS activation).

(c) Training for System Administrators, Pilots in Command (PIC), and Teleoperators.

(d) Support (24x7x365).

(e) Project Documentation & Handover (CIQ, IP plans).

3.2 Warranty and Replacement Policy: BRINC offers the Warranty and Replacement Policy for Equipment sold to Customer pursuant to the Agreement that is manufactured or supplied by BRINC (the "BRINC Equipment"), as set forth on Schedule A.

4. SYSTEM REQUIREMENTS

The Hosted Services are cloud-based and provided over the internet. Customer must provide all equipment and software necessary to connect to the Services, including:

(a) Dedicated bandwidth minimum of 30 Mbps upload and 30 Mbps download at each teleoperator and launch site location, with IT firewall profile configuration allowing required ports/IP ranges for BRINC internet traffic.

(b) DFR launch and related infrastructure sites provided and equipped as specified in Schedule C.

(c) Part 107 certified pilots (or equivalent regulatory authorization).

(d) Hardware required to support BRINC operations (ability to launch browser).

5. ROLES & RESPONSIBILITIES

5.1 BRINC Obligations. Motorola will engage BRINC to provide:

(a) Project Management

(i) Lead project planning, execution, reporting, and closure.

(ii) Coordinate technical clarification, CIQ completion, configuration, staging, deployment, and acceptance activities.

(b) Configuration Documentation

(i) Provide BRINC configuration documents and coordinate with Customer IT on necessary settings.

(c) Support

(i) Provide 24x7x365 support channels (Intercom, phone, email) through BRINC, as set forth on Schedule B.

(d) Limitations / Disclaimers

(i) BRINC procures cloud hosting from third-party vendors and is not responsible for interruptions or breaches caused by such providers, subject to applicable law and the Agreement.

(e) Solution Design & Environment Prep

(i) Create a unique subdomain/URL for Customer access.

(ii) Collaborate with Customer IT on firewall, port, and IP configuration for LiveOps.

(iii) Conduct RF/EMF analysis and launch area testing to validate flight operations, geofenced areas, and interference mitigation.

(f) Software Activation & Configuration

(i) Enable BRINC Drone Software on the Customer's network, create Customer accounts, and provide admin access using Authorized User information.

(ii) Provision BRINC LiveOps SaaS, including admin portal access, telemetry, error/warning notifications, and PIC/teleoperator data capture.

(g) Hardware

(i) Recommend proper hardware requirements and deployment architecture for the DFR program.

(h) Training

(i) Deliver on-site and/or remote training for administrators, PICs, and teleoperators, covering BRINC hardware, LiveOps, geofencing, emergency override, and DFR best practices.

(i) Documentation

(i) Deliver CIQ, IP plans, configuration documents, and final project close-out documentation.

(j) Out of Scope (unless separately contracted):

(i) Management of on-site resources used during installation. This includes resources to add or build required infrastructure (pre-install) to accommodate base STATION placement or RF Infrastructure at strategic regional locations. This could include non-customer sites requiring an MOU driven by customer.

(ii) Implementation/management of Customer's networking equipment, routing/switching, or third-party systems not listed herein.

(iii) Configuration changes requested after CIQ sign-off (unless via approved change order).

(iv) Ongoing operations beyond specified support, including remote operations, unless contracted as Managed Services.

5.2 Customer Obligations. Customer will provide the following:

(a) Program Governance

(i) Appoint a Project Manager to manage user access, retention periods, and public data visibility; act as primary point of contact.

(b) Regulatory Compliance

(i) Obtain and maintain FAA waivers, CoAs, and other regulatory approvals required for DFR operations (Motorola Managed Services may assist as agreed).

(ii) Ensure Part 107 certified pilots and appropriate SOP/SRM/PPE are in place.

(c) Technical Readiness

(i) Provide required infrastructure, bandwidth (≥30 Mbps up/down at teleoperator and launch sites), LTE fallback, firewall configurations, electrical, and other prerequisites.

(d) Deployment Requirements & Site Prep

(i) Meet site preparation, power, environmental, mounting/security, airspace, maintenance access, and backup landing zone requirements as outlined in Schedule C.

(e) Accounts & Security

(i) Provide Authorized User emails; maintain account/password security; promptly notify Motorola/BRINC of security issues.

(f) Operations & Data

(i) Properly configure and use the services; secure, protect, and back up content; implement encryption and routine archiving as needed.

6. ASSUMPTIONS

The Services are provided under the following assumptions:

(a) Customer will meet all system requirements and maintain them during the term.

(b) Material scope changes post-CIQ require a change order (fees/timeframe adjustments may apply).

(c) DFR docking station and infrastructure (if included) will be installed only after Customer meets the prerequisites defined in Schedule C.

7. EXCLUSIONS.

Unless expressly stated, the following are excluded from the Services:

(a) Customer network hardware configuration and maintenance.

(b) Third-party platform licensing not listed herein.

(c) Long-term managed operations.

(d) Post-CIQ configuration changes without a change order.

8. TRAINING

BRINC will provide the following training:

(a) Flight Hardware Training: Manual RC flight basics, emergency override maneuvers, hardware limitations.

(b) BRINC Software Training: Admin overview, safety features, geofence editor usage, teleoperation basics.

(c) Operational Validation: Test flights within geofenced areas; validate launch/landing reliability.

9. ACCEPTANCE CRITERIA

The solution will be deemed accepted ("Final Acceptance") upon:

(a) Successful completion of agreed work packages and test flights demonstrating DFR functionality, as set forth on Schedule D.

(b) Delivery of all documentation (CIQ, IP plans, admin portal credentials, configuration docs).

(c) Go-Live commencement.

(d) Resolution (or documented plan) for any material issues blocking operational use.

10. SUPPORT & SLAS

BRINC provide the following support Services:

(a) Go-Live Support: 8 weeks post-implementation.

(b) Ongoing Support: 24x7x365 via Intercom, phone, and email; on-site support if issues cannot be resolved virtually.

(c) Data Handling: Data will not be intentionally deleted prior to termination; however, certain media (e.g., video/images >30 days) may be deleted per platform policy (adjust to your policy).

(d) Support Program set forth on Schedule B

SCHEDULE A – BRINC EQUIPMENT WARRANTY & REPLACEMENT POLICY

1. Hardware Warranty. Motorola warrants that BRINC Equipment is free from defects in workmanship and materials for one year from the date of Customer's receipt. For BRINC Equipment purchased by Customer under the BRINC Support Program, Motorola warrants such BRINC Equipment is free from defects in workmanship and materials from the date of Customer's receipt for the duration of the BRINC Support Program term.

2. Disclaimers. **Except as expressly provided herein, BRINC and Motorola provides all BRINC Equipment and BRINC Services "AS IS," without any warranty of any kind, either express or implied, including without limitation the implied warranties of merchantability, fitness for a particular purpose and non-infringement. Non-BRINC Materials are not covered by the limited hardware warranty described in Section 1 of this Schedule above and are only subject to the warranties of the third-party provider or manufacturer.**

3. Claims. If BRINC or Motorola receives a valid warranty claim for BRINC Equipment during the limited hardware warranty term, BRINC's and Motorola's sole responsibility is to repair or replace such BRINC Equipment with the same or like BRINC Equipment, at BRINC's or Motorola's option, as applicable. A replacement BRINC Equipment will be new or like new. The limited hardware warranty of the replacement BRINC Equipment will be the longer of (a) the remaining limited hardware warranty term of the original BRINC Equipment or (b) 90-days from the date of repair or replacement.

4. Exclusions. BRINC's limited hardware warranty excludes damage related to: (a) failure to follow BRINC Equipment use instructions, including those set forth in the applicable BRINC Equipment documentation; (b) BRINC Equipment used with equipment not manufactured or recommended by BRINC; (c) abuse, misuse, or intentional damage to the BRINC Equipment; (d) force majeure; (e) BRINC Equipment repaired or modified by persons other than BRINC, without BRINC's written permission; (f) BRINC Equipment with a defaced or removed serial number; or (g) Customer's or its Authorized User's failure to complete training from BRINC on operating and flying the BRINC Equipment prior to Customer's or its Authorized User's use of the BRINC Equipment. BRINC's limited hardware warranty will be void if Customer resells BRINC Equipment.

5. Replacement BRINC Equipment. BRINC or Motorola may permit Customer to exchange BRINC Equipment or a part thereof. In such events, subject to Section 4 of this Schedule, the replacement BRINC Equipment or part thereof will become Customer's property, and the replaced Equipment or part thereof will become Motorola's or BRINC's property, as applicable. Before delivering BRINC Equipment for any BRINC Services (including replacement services), Customer must download BRINC Equipment data and retain a copy. BRINC is not responsible for any loss of software, data, or other information contained in storage media or any part of the BRINC Equipment sent to BRINC for BRINC Services.

6. Spare BRINC Equipment. At BRINC's or Motorola's reasonable discretion, as applicable, BRINC or Motorola may provide Customer a predetermined number of spare BRINC Equipment. Spare BRINC Equipment is intended to replace broken or non-functioning units while BRINC or Motorola repairs or replaces the broken or non-functioning units through the warranty return process. Title and risk of loss for all spare BRINC Equipment shall pass to Customer in accordance with the Agreement.

SCHEDULE B – BRINC SUPPORT PROGRAM

If the Customer purchases BRINC Support Program or a bundle including BRINC Support Program, this appendix applies.

1. BRINC Support Program. The "BRINC Support Program" is an extended full-service warranty that starts on the Subscription commencement date and terminates as detailed in the Proposal. The extended warranty includes (i) unlimited repairs on BRINC Equipment and (ii) for any BRINC Equipment that cannot be repaired, up to 1 replacement per year for the Responder and Guardian Camera payload, and unlimited replacements for any other BRINC Equipment that BRINC is unable to repair between hardware Upgrades (as defined below). Customer is to return the destroyed device or provide reasonable documentation that the device was destroyed (i.e. pictures or video). The BRINC Support Program is available to agencies only upon completion of BRINC certified training on the associated product or service.

2. BRINC Support Program Upgrade. If Customer has no outstanding payment obligations and purchased BRINC Support Program, BRINC will provide Customer a new BRINC Lemur, Responder or Guardian Drone, corresponding Stations and/or BRINC Ball as scheduled in the Proposal ("Upgrade"). If Customer purchased BRINC Support Program, BRINC will provide an upgrade that is the same or like BRINC Device, at BRINC's option. BRINC makes no guarantee the Upgrade will utilize the same accessories. Upgrades exclude new products that BRINC introduces and markets as distinct products or applications. New or additional BRINC products and applications, as well as any BRINC professional services are not included. Neither BRINC nor Motorola will offer any warranty for such BRINC Equipment that has been replaced with an Upgrade, and will have no liability for any damages relating to the use of such BRINC Equipment. BRINC and Motorola will not and have no obligation to provide Upgrades once the BRINC Support Program terminates for any reason.

3. Upgrade Delay. BRINC may ship the Upgrades as scheduled in the Proposal without prior confirmation from Agency. BRINC may ship the final Upgrades as scheduled in the Proposal 60 days before the end of the Subscription Term without prior confirmation from Customer.

4. Upgrade Change. If Customer wants a different BRINC Equipment model from the Upgrade offered by BRINC, Customer must pay the price difference between the MSRP for the desired BRINC Equipment and the MSRP for the Upgrade. If the model Customer desires has an MSRP less than the MSRP of the offered Upgrade, Motorola will not provide a refund. The MSRP is the MSRP in effect at the time of the Upgrade.

5. Firmware Updates. BRINC will provide Updates to BRINC Equipment firmware for as long as a BRINC Equipment is part of an active Support Program. An "Update" can be either (i) a generally available release that BRINC makes available from time to time, or (ii) a new version of BRINC software and/or firmware that enhance features and functionality, as solely determined by BRINC.

6. Original BRINC Device. Following receipt of an Upgrade, Customer will retain the original BRINC Devices, provided that: (i) Customer cannot resell, gift, or donate the BRINC Devices; (ii) Customer will not allow the BRINC Devices to be used for personal use; (iii) Customer must retain direct custody and control of the BRINC Devices; and (iv) BRINC will offer no warranty for those BRINC Devices and will have no liability for any damages relating to the use of such BRINC Devices (as the warranty for such devices will have shifted to the Upgrade).

SCHEDULE C – CUSTOMER DEPLOYMENT REQUIREMENTS (DFR SITE & DOCK READINESS)

Site Preparation

• Base STATION Infrastructure: Safe accessibility; minimum surface area (16' x 16'), adequate load support (≥360 lbs), unobstructed view of the sky. Station placement must be possible via ground transport, crane, or walking access with standard door clearance. Power and network access as specified below.

• RF Site Infrastructure: Safe accessibility; minimum surface area for Non-Penetrating RF Pole (6' x 6'), or appropriate Penetrating RF Wall Mount (with mounting hardware preinstalled as directed by BRINC). Both RF options must have an unobstructed 360° view of the geographical flight area (i.e. RF array above all obstructions) and installed away from other high powered RF or cellular antennae. RF access must be possible via standard door clearance or roof hatch. Power and network access as specified below.

Power

• Continuous 110V/20A (outdoor rated plugs/protection), surge protection, battery backup where possible to ensure 100% uptime, proper grounding (≤10Ω).

Network/Backhaul

• Dedicated hard-wired internet access with LTE or similar fallback preferred, properly configured firewall rules, outdoor IP-rated connectors and wiring.

Environmental & Physical Security

• Weatherproofing, secure mounting, controlled access.

Flight Safety & Airspace

• No-fly zones reviewed; documented RF/geofencing compliance; defined backup landing area.

Maintenance Access

• Routine access, maintenance plan for cleaning, battery management, firmware updates.

Documentation & Compliance

• Site layout, network diagrams, operational SOP, permits/insurance, logging/ticketing for incidents.

Backup Safe Landing Area

• Required: 16' diameter area, clear view of the sky with obstruction-free vertical corridor above, clearly marked, traffic restricted. Preferred: Same altitude as station.

SCHEDULE D – ACCEPTANCE TEST PLAN (ATP)

Functional Tests

- LiveOps connectivity, drone telemetry, flight log validation, geofence enforcement.

Operational Tests

- Launch/land cycles, teleoperation handoff (if applicable), emergency failsafe procedures.

Drone Addendum

This Drone Addendum (this "DA") is entered into between Motorola and Customer, and shall be subject to, and governed by, the terms of the MCA or SSA, or other agreement, as applicable (the "Agreement").

If you are purchasing Products on behalf of your employer or another entity, you warrant that: (a) you have authority to bind your employer or the applicable entity, as "Customer" to this DA; (b) you have read and understand this DA; and (c) on behalf of the Customer that you represent, you agree to this DA. If you do not have the legal authority to bind your employer or the applicable entity as Customer to this DA, please do not complete the purchase of Motorola's CAPE solution ("CAPE"), or other drone or unmanned aerial vehicle Products, and drone related Software or Services (collectively, "Drone Products") from Motorola. In this DA, the term "Drone" means Drone Products that are unmanned aerial vehicles.

This DA governs Customer's purchase of Drone Products and shall form part of the Parties' Agreement. This DA shall control with respect to conflicting or ambiguous terms in the Agreement or any other applicable Addendum, but only as applicable to the Drone Products purchased under this DA and not with respect to other Products.

1. CUSTOMER RESPONSIBILITIES.

1.1 Operation. Customer is responsible for all operating policies and procedures, internet connectivity, and IT equipment and infrastructure to allow Drone Products to be functional as set out in the Proposal. Unless otherwise set out in the Proposal, Customer is also responsible for providing Drone pilots, including Remote Pilots in Command ("RPICs"), and ensuring all such pilots have all applicable authorizations, including any Federal Aviation Administration ("FAA") authorizations, or equivalent authorizations from flight authorities in the applicable jurisdiction, for all Drone operations using the Drone Products. Customer is responsible for also obtaining any FAA Certificate of Authorization ("CoA"), Certificate of Waiver ("CoW") and any other regulatory approvals and waivers needed to ensure safe and FAA compliant Drone operations, or the equivalent certificates, approvals or waivers needed in the applicable jurisdiction from the applicable flight authorities. Customer shall comply with Motorola's Acceptable Use Policy.

1.2 Disposal. Customer shall ensure Drone Products are destroyed and disposed of securely and sustainably at Customer's expense. Customer is responsible for any regulatory violations or fines, as a result of improper use, destruction, or disposal of Drone Products. Customer shall ensure no modifications are made to weaponize the Drone Products.

1.3 Use. Customer is responsible for (a) Customer's use of Drone Products, including ensuring that Customer and its Authorized Users adhere to all applicable laws and regulations pertaining to the operation of Drones and that Customer and its Authorized Users operate the Drone Products in accordance with the applicable Documentation; (b) breach of this DA or violation of applicable law by Customer or its Authorized Users; and (c) any disputes between

Customer and a third-party over Customer's or an Authorized User's use of the Drone Products. Customer shall use the Drone Products for its intended purposes only and not for any illegal, unethical, or harmful activities. The Drone Products may not be used in a manner that violates the rights to privacy or freedom of expression of any individual, provided the foregoing shall not limit the use to restrict, monitor, collect, or process data based upon exceptions to the rights of privacy or freedom of expression that are authorized by applicable laws or regulation. Customer represents and warrants that Customer shall not use the Drone Products for any unauthorized application and that use of the Drone Products for any such restricted application is at Customer's sole risk.

1.4 Alteration. Customer shall not modify, alter, tamper with, or repair the Drone Products without the written consent of Motorola, and shall not use any unauthorized third-party equipment, software, or services with the Drone Products. Customer shall not override, disable, or interfere with any connectivity features, geofencing, regulatory altitude limits, collision avoidance, or any flight safety functionalities that are built into the Drone Products.

1.5 Operational Requirements.. All flights associated with Drone Products must strictly follow all applicable Federal Aviation Administration (FAA) regulations, including but not limited to Part 107, and/or Part 91, Notices to Airmen (NOTAMs), and any other relevant FAA guidance or restrictions, and any additional rules, restrictions, or airspace limitations imposed by local, state, or other governing authorities in the applicable jurisdiction from the applicable flight authorities. Customer shall follow all maintenance requirements, product specifications, user manuals, flight manuals, pre-flight and other check lists, bulletins, and other instructions provided by Motorola. Customer shall perform a thorough risk assessment, equivalent to the EASA Specific Operations Risk Assessment (SORA) process or a process that meets or exceeds its stringency unless specifically waived in writing by the FAA. Customer shall also document Customer's risk assessment and keep flight operation logs and other records as may be required by competent authorities. All required maintenance on the Drone Products must be performed in accordance with Motorola and the Drone Provider's specifications and instructions. Customer is responsible for updating Customer's Drone operating software and the Drone Product's firmware based on automated or specific notifications to do so. All requirements set herein are referred collectively as the "Operational Requirements". Applicable Operational Requirements need to be carried out each time before and during a flight mission and no flight mission may be initiated, performed, or continued if a relevant Operational Requirement would prevent it, or such Operational Requirement has not or cannot be followed.

1.6 Compliance with Laws and Regulations. Customer shall (i) comply with all laws, regulations, governmental orders and decrees applicable for the use and operation of the Drone Products, including but not limited to aviation laws and regulations; (ii) be responsible for obtaining all and retaining all governmental approvals, regulatory permissions, consent, and licenses, including spectrum licenses and spectrum availability (collectively, "Permissions") that may be necessary for the use and operation of the Drone Products in the place of flying operations; (iii) make and submit all necessary notifications, registrations and reports that may be required for the use and operation of the Drone Products in Customer's jurisdiction as well as

keep and store all related records; (iv) obtain all mandatory insurances (including but not limited to any mandatory insurances related to aviation); and (v) take any other action that may be required by laws, regulations, governmental orders or decrees before any operation of the Drone Products. For avoidance of doubt, unless otherwise expressly stated in the Proposal, Motorola does not obtain, license and/or provide any Permissions for Your benefit.

1.7 Records, Incidents, and Audits. Customer shall keep full, clear, and accurate records with respect to use of the Drone Products and retain such records at least three (3) years from the expiration or termination of this Agreement. Upon request, Customer shall furnish any information reasonably requested to enable Motorola to ascertain whether Customer is using the Drone Products within the requirements of this Agreement. Customer shall prepare sufficiently detailed reports of any flight incidents that may have caused danger to Drone Products, other property, health, or environment, and provide Motorola copies of such reports without undue delay. Should Customer or third-party related to a flight incident be obligated to file a report of such incident to competent authorities by applicable law or regulation, Customer shall provide a copy of such report at its disposal to Motorola without any undue delay.

2. DRONE-AS-A-SERVICE PROGRAM

If Customer has purchased a Drone Product on a Subscription basis (the "DaaS Program") for a Subscription Term as set out in the Proposal, the following additional terms apply:

2.1 DaaS Program Payment. Customers shall make payments for the DaaS Program in accordance with the payment terms and schedule set forth in the Agreement or applicable Proposal. If Customer orders any additional Product(s) under the DaaS Program subsequent to the initial purchase by Customer, fees for such additional Product shall be billed on a separate subscription and payment schedule, unless otherwise agreed upon by the Parties in writing.

2.2 DaaS Termination.

2.2.1 Early Termination. Unless otherwise set out in the Proposal, if Customer's participation in the DaaS Program is terminated for any reason prior to the end of the Subscription Term, Customer shall pay the prorated remainder of the aggregate Equipment list price (prevailing as of the time of Delivery). This is calculated by multiplying the list price of all Equipment purchased under the DaaS Program by the percentage resulting from dividing the number of months remaining in the Subscription Term applicable to such Equipment by the total months of the applicable Subscription Term as set out in the Proposal. In the event Customer purchased Equipment on multiple dates, resulting in separate Subscription Terms, the preceding calculation shall be made relative to the applicable Subscription Term for each Equipment order. This early termination repayment shall not be applicable for promotions, as set out in the applicable Proposal, and that require return of the Equipment on termination.

2.2.2 Effect of Termination. Following expiration or termination of the applicable Subscription Term, Customers shall immediately cease using all Products sold as a

Subscription. As of the termination date, Customer's access to Subscription and SaaS Products shall expire. Customers must download or transfer all Customer Data associated with the applicable Equipment within thirty (30) days following expiration unless Customer purchases extended access to SaaS Products or storage access from Motorola at the prevailing rates. If Customer desires to continue use of expired SaaS Products or other Products sold as a Subscription (which may include but are not limited to DLF, network costs, storage, etc...) with expired DaaS Equipment, Customer must purchase additional access based on Motorola's prevailing rates, which shall continue to be governed by the Agreement and applicable Proposal, or Motorola may disconnect connectivity of any expired Equipment to such SaaS Products or Products sold as a Subscription.

2.3 Responsibility for Drone Product. For clarity, Customer shall receive title to the Drone Product pursuant to the Agreement. Customer shall maintain adequate insurance on the Drone Product to cover accidental or negligent loss. Unless otherwise set out in the Proposal, Customer is responsible for any loss or damage to the Drone Product once title has been transferred. Any loss or damage to the Drone Product once title has transferred to Customer shall not relieve Customer of any future payment obligations for the lost or damaged Drone Product.

3. DRONE PRODUCTS

3.1 No Motorola Warranty. Notwithstanding any provision of the Agreement or this DA to the contrary, Motorola shall have no liability for third-party Drone Products provided by Motorola; provided, however, that to the extent offered by third-party providers of Drone Products ("Drone Provider") and to the extent permitted by law, Motorola shall pass through express warranties provided by the applicable Drone Provider.

3.2 Operational Risk. The Drone Products are not designed or intended to be used or operated (i) in flying conditions that have not been approved and authorized by the Federal Aviation Administration (FAA); (ii) in hazardous environments requiring fail safe performance; or (iii) in military defense systems. Customer acknowledges that inappropriate use of the Drone Products may result in death, injury, or damage to property, and Customer assumes all risks and liabilities arising from such use.

3.3. Maintenance and Support. Unless set out otherwise in the Proposal, Motorola has no obligation under this DA to offer maintenance for the Drone Products. Any maintenance (or other services to be performed by Motorola) shall be purchased separately and is subject to Motorola's then current services terms and renewal policies, including end-of-life notifications. Any use of maintenance without a valid maintenance subscription is deemed a breach of this DA as well as the Agreement. Technical support may be provided only if the subscription Customer purchased includes technical support for the Drone Products and as set out in the Proposal. Technical support shall be performed in accordance with the Proposal.

4. INDEMNITY

4.1 INDEMNITY FOR AIRBORNE USE. TO THE MAXIMUM EXTENT ALLOWED BY APPLIABLE LAW, YOU SHALL INDEMNIFY, DEFEND AND HOLD MOTOROLA AND ITS SUPPLIERS HARMLESS FROM ANY THIRD-PARTY CLAIMS, AWARDS OR SETTLEMENTS FOR LOSS, COST, DAMAGE (WHETHER DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES OF ANY KIND UNDER ANY LAWS OR LEGAL THEORY, INCLUDING BUT NOT LIMITED TO AVIATION OR PRODUCT LIABILITY RELATED DAMAGES), EXPENSE OR LIABILITY OF WHATEVER NATURE THAT MAY ARISE OUT OF OR IN CONNECTION WITH ANY AIRBORNE USE OR OPERATION OF DRONE PRODUCTS THAT IS CONDUCTED IN BREACH OF THIS DRONE ADDENDUM OR DURING CUSTOMER'S DRONE OPERATIONS.

5. CUSTOMER INFORMATION.

5.1 DISCLAIMER. MOTOROLA DISCLAIMS ANY LIABILITY FOR THE DRONE PROVIDER'S COLLECTION, USE, TRANSFER, AND ANY OTHER PROCESSING OF CUSTOMER'S INFORMATION. CUSTOMER ACKNOWLEDGES AND AGREES THAT MOTOROLA DOES NOT HAVE CONTROL AND SHALL HAVE NO LIABILITY REGARDING THE INFORMATION THAT MAY BE COLLECTED BY DRONE PROVIDERS AND HOW SUCH DATA MAY BE USED BY DRONE PROVIDER AND/OR THIRD PARTIES RECEIVING SUCH INFORMATION FROM DRONE PROVIDER. CUSTOMER SHALL INDEMNIFY AND HOLD MOTOROLA HARMLESS FOR CUSTOMER'S FAILURE TO PROVIDE NOTICE AND OBTAIN ANY NECESSARY CONSENTS.

6. SURVIVAL.

The following sections of this DA survive termination of this Agreement: Sections 1.1-1.7; Section 2.2; Section 3; Section 4; Section 5 and Section 6.

TAKEOFF Program Addendum

This TAKEOFF Program Addendum (this "TOPA") is entered into between Motorola and Customer, and shall be subject to, and governed by, the terms of the MCA, or other agreement between Motorola and Customer, as applicable, including any applicable addenda (the "Agreement"). Unless the context otherwise requires, all capitalized terms used but not defined herein shall have the meanings set forth in the MCA and DA which may be found at: https://www.motorolasolutions.com/en_us/about/legal/us_terms.html.

If you are purchasing drone or unmanned aerial vehicle and related Products manufactured, supplied or otherwise provided by BRINC Drones, Inc. ("BRINC", and such Products, the "BRINC Products") as part of the TAKEOFF Program (from Motorola on behalf of your employer or another entity, you warrant that: (a) you have authority to bind your employer or the applicable entity, as "Customer" to this TOPA; (b) you have read and understand this TOPA; and (c) on behalf of the Customer that you represent, you agree to this TOPA. If you do not have the legal authority to bind your employer or the applicable entity as Customer to this TOPA, please do not complete the purchase. The BRINC Products include Equipment ("BRINC Equipment"), and related Services and Licensed Software.

This TOPA governs Customer's purchase of BRINC Products from Motorola under the TAKEOFF Program and shall form part of the Parties' Agreement. This TOPA shall control with respect to conflicting terms in the Agreement or any other applicable Addendum (including, without limitation, the Drone Addendum agreed to between Customer and Motorola (the "DA")), but only as applicable to the BRINC Products purchased under this TOPA and not with respect to other Products. For the avoidance of doubt, BRINC Products which are purchased under the Agreement (and, where applicable, the DA) which are not part of the TAKEOFF Program shall not be subject to this TOPA. Unless otherwise stated in this TOPA, the terms of the Agreement, including the DA apply.

1. THE FIRST YEAR OF THE SUBSCRIPTION. As set forth in the Proposal, Customer has agreed to a multi-year Subscription for BRINC Products (the "BRINC Subscription"). All references to the first twelve months of the BRINC Subscription (the "Initial Subscription Period") and each renewal year (each a "Renewal Subscription Year") in this TOPA shall refer to the BRINC Subscription. The Initial Subscription Period of the BRINC Subscription is subject to the following terms:

    1.1. Title. Title to the BRINC Equipment shall transfer to Customer at the commencement of the first Renewal Subscription Year. During the Initial Subscription Period the BRINC Equipment shall be the sole property of BRINC. Customer shall have no rights whatsoever in or to the BRINC Products other than the right to use the BRINC Products during the Initial Subscription Year. Customer shall have the benefit of the Support Program as set out in the Proposal, however Customer shall reimburse Motorola for the cost of any

necessary repairs or replacement of the BRINC Equipment for damage not covered by the Support Program.

2. CUSTOMER RESPONSIBILITIES

2.1. Customer Obligations. Customer shall fulfil the Customer Obligations as set out in the Proposal ("Customer Obligations").

2.2. Feedback. Customer may provide Motorola internal reports and feedback to assist in improving the TAKEOFF Program. Motorola and BRINC may use such internal reports and feedback to develop or improve their Products and Services (including without limitation BRINC Products)

2.3. Reference. Motorola or BRINC may request that Customer act as a public reference or that Customer participate in a case study.

2.4. Exclusivity. During the Initial Subscription Period, Customer shall use Products from BRINC as its sole Drone as First Responder ("DFR") provider for any Products covered by the TAKEOFF Program, and shall not, until the commencement of the first Renewal Subscription Period, deploy or purchase any autonomous docked drone platform or DFR product from a third party ("Competing Product").

2.5. Compatibility. Customer is responsible for ensuring that any Customer-Provided Equipment and any alterations to the applicable network with which the BRINC Products are to be used are compatible with the BRINC Product.

3. EARLY TERMINATION

3.1. Customer Termination. Customer may terminate the BRINC Subscription without penalty by giving notice to Motorola up to 30 days prior to the commencement of the first Renewal Subscription Year.

3.2. Motorola Termination. During the Initial Subscription Year, Motorola may terminate the BRINC Subscription immediately by giving notice to Customer should:

3.2.1. Customer fail to fulfill a Customer Obligation pursuant to Section 2.1; or

3.2.2. Customer deploy or purchase a Competing Product.

4. ON TERMINATION On termination pursuant to Section 3, Motorola or its subcontractors (including BRINC or its subcontractors) shall remove the BRINC Equipment from Customer's premises, and will deactivate (or cancel Customer's access to) all related Software and SaaS Products (as defined in the Agreement) provided or made available by BRINC. Customer will cooperate with such removals and deactivations (including without limitation by allowing Motorola and its subcontractors (including BRINC and its

subcontractors) to access Customer facilities for such purpose. Motorola shall work with Customer to offload any Customer Data to Customer's system.

5. SURVIVAL The following sections of this TOPA survive termination of this Agreement: Sections 1 and 4.

Memorandum

To: Mayor and Members of the City Council

From: Jessica Versiga, Purchasing Agent

Date: 12/4/2025

Re: **Term Contract Group C1 Limestone, Washout Materials**

The Purchasing Department received only one bid for the above-mentioned group and recommend acceptance of the bid to Warren Paving. I have attached the tabulation sheet for your review and approval.

Thank you for your consideration.

Purchasing Department | P.O. Box 1780 | Gulfport, MS 39502
1422 23rd Avenue | Gulfport, MS 39501
P: 228.868.5705 | E: purchasing@gulfport-ms.gov | www.gulfport-ms.gov

Group C1 - Limestone, Washout Materials
Contract Period 01-01-2026 through 12-31-2026
Renewal Option 01-01-2027 through 12-31-2027

	Description		Warren Paving
1	Limestone ASTM #610		$43.00
2	Limestone ASTM #57		$45.00
3	Limestone 2 to 2 1/2" Clear (No fines)		$45.00
	Items 1 - 3		
	Dept. of Public Works, 4050 Hewes Ave, Gulfport, MS		
	Minimum delivery requirement - 15 cubic yards		
4	Gabion Rock		
		Bidder to load and deliver	$75.00
		Bidder to load and city haul	$65.00
5	Rip-Rap 100		
		Bidder to load and deliver	$67.00
		Bidder to load and city haul	$57.00
6	Rip-Rap 200		
		Bidder to load and deliver	$67.00
		Bidder to load and city haul	$57.00
7	Rip-Rap 300		
		Bidder to load and deliver	$67.00
		Bidder to load and city haul	$57.00
	Items 4-7 Minimum delivery requirement - 10 Tons		

Memorandum

To: Mayor and Members of the City Council

From: Jessica Versiga, Purchasing Agent

Date: 12/4/2025

Re: **Term Contract Group C2 – Concrete Pipe**

The Purchasing Department received two bids for the above-mentioned group and recommend acceptance of the lowest and best bids as indicated by the highlighted and designated areas in each column. I have attached the tabulation sheet for your review and approval.

Thank you for your consideration.

Purchasing Department | P.O. Box 1780 | Gulfport, MS 39502
1422 23rd Avenue | Gulfport, MS 39501
P: 228.868.5705 | E: purchasing@gulfport-ms.gov | www.gulfport-ms.gov

Group C2 - Concrete Pipe			
Contract Period 01-21-2026 through 12-31-2026			
Renewable Option 01-01-2027 through 12-31-2027			
Section I - Round Concrete Pipe,ASTM C-76, Class III, w/Rubber Gasket		**Dunn**	**Design Precast**
Diameter			
1. 15"	per foot	$21.45	$21.00
2. 18"	per foot	$26.15	$28.80
3. 24"	per foot	$38.50	$44.10
4. 30"	per foot	$55.30	$63.60
5. 36"	per foot	$72.45	$82.50
6. 42"	per foot	$93.10	$102.90
7. 48"	per foot	$121.45	$130.20
8. 54"	per foot	$169.15	$160.20
9. 60"	per foot	$206.25	$194.40
Section II - Concrete Arch, ASTM C-506, Class III, w/Preformed Mastic			
Diameter			
1. 18 x 11		$32.00	$31.96
2. 22 x 13		$39.65	$39.61
3. 29 x 18		$55.25	$55.25
4. 36 x 23		$66.65	$66.64
5. 44 x 27		$91.30	$91.29
6. 51 x 31		$118.35	$118.32
7. 58 x 36		$150.45	$150.45
8. 65 x 40		$183.45	$183.43

Group C2 - Concrete Pipe

Contract Period 01-21-2026 through 12-31-2026

Renewable Option 01-01-2027 through 12-31-2027

Section I - Round Concrete Pipe,ASTM C-76, Class III, w/Rubber Gasket		**Dunn**	**Design Precast**
Concrete Flared End Sections			
1. 18"	round each	$500.00	$675.00
	arch each	$625.00	$675.00
2. 24"	round each	$650.00	$975.00
	arch each	$700.00	$1,025.00
3. 30"	round each	$825.00	$1,350.00
	arch each	$900.00	$1,400.00
4. 36"	round each	$1,100.00	$1,875.00
	arch each	$1,200.00	$1,925.00
5. 42"	round each	$1,525.00	no bid
	arch each	$1,600.00	$2,390.00
6. 48"	round each	$2,050.00	$2,850.00
	arch each	$1,900.00	$2,900.00
7. 54"	round each	$2,300.00	no bid
	arch each	$2,300.00	no bid
8. 60"	round each	$3,200.00	no bid
	arch each	$3,200.00	$5,706.00

Memorandum

To: Mayor and Members of the City Council

From: Jessica Versiga, Purchasing Agent

Date: 12/4/2025

Re: **Term Contract Group C8 – Infield Materials**

The Purchasing Department received only one bid for the above-mentioned group and recommend acceptance of the bid to Crismon Stone. I have attached the tabulation sheet for your review and approval.

Thank you for your consideration.

Purchasing Department | P.O. Box 1780 | Gulfport, MS 39502
1422 23rd Avenue | Gulfport, MS 39501
P: 228.868.5705 | E: purchasing@gulfport-ms.gov | www.gulfport-ms.gov

Group C8 - Infield, Track and Walkway Materials

Contract Period 01-01-2026 through 12-31-2026

Renewable Option 01-01-2027 through 12-31-2027

	Item No.	Description	Crimson Stone Inc.
	1	Crimson Stone Material - Ultimate I Item#	$199.20 22 tons
	2	Crimson Stone Material - Ultimate II Item#	$189.20 22tons

Memorandum

To: Mayor and Members of the City Council

From: Jessica Versiga, Purchasing Agent

Date: 12/4/2025

Re: **Term Contract Group J – Ductile or Cast Iron Grates and Frames**

The Purchasing Department has reviewed the bids received on the above referenced group and recommend acceptance of the lowest and best bids as indicated by the highlighted and designated areas in each column. I have attached the tabulation sheet for your review and approval.

Thank you for your consideration.

Purchasing Department | P.O. Box 1780 | Gulfport, MS 39502
1422 23rd Avenue | Gulfport, MS 39501
P: 228.868.5705 | E: purchasing@gulfport-ms.gov | www.gulfport-ms.gov

Group J1 - Water & Sewer Line Supplies

Contract Period 01-01-26 through 12-31-26

Renewable Option 01-01-27 through 12-31-27

			Ferguson Enterprises	SWS	Central Pipe Supply	Core & Main	Consolidated Pipe	Coburns
I.	**Municipal service tubing** **Copper tube size OD ASTM D-2737-SDR9** **(PE3408) Drisco pipe or equal**							
1	¾”	per ft	$0.30	$0.35	No Bid	No Bid	$0.42	$0.35
		Brand	ADS	ADS			ADS	ADS
2	1”	per ft	$0.50	$0.58	No Bid	No Bid	$0.69	$0.54
		Brand	ADS	ADS			ADS	ADS
3	1 ½”	per ft	$1.05	$1.21	No Bid	No Bid	$1.51	$1.14
		Brand	ADS	ADS			ADS	ADS
4	2”	per ft	$1.79	$2.06	No Bid	No Bid	$2.25	$1.91
		Brand	ADS	ADS			ADS	ADS
II.	**PVC Pressure Pipe**							
1	4"	per lft	$4.95	$4.36	No Bid	No Bid	No Bid	$4.74
		Brand	Sanderson	West Lake				Westlake/Diamond
2	6"	per lft	$10.08	$8.85	No Bid	No Bid	No Bid	$9.63
		Brand	Sanderson	West Lake				
3	8"	per lft	$17.30	$15.19	No Bid	No Bid	No Bid	$16.54
		Brand	Sanderson	West Lake				
4	10"	per lft	$25.96	$22.80	No Bid	No Bid	No Bid	$24.83
		Brand	Sanderson	West Lake				
5	12"	per lft	$36.57	$32.12	No Bid	No Bid	No Bid	$34.98
		Brand	Sanderson	West Lake				
6	16"	per lft	$42.00	No Bid	No Bid	No Bid	No Bid	$65.55
		Brand	Sanderson					
III.	**PVC Sewer Pipe - Gravity Flow**							
1	4"	per lft	$2.69	$2.38	No Bid	No Bid	No Bid	$2.59
		Brand	Sanderson	West Lake				

Group J1 - Water & Sewer Line Supplies

Contract Period 01-01-26 through 12-31-26

Renewable Option 01-01-27 through 12-31-27

			Ferguson Enterprises	SWS	Central Pipe Supply	Core & Main	Consolidated Pipe	Coburns
2	6"	per lft	$6.00	$5.27	No Bid	No Bid	No Bid	$5.73
		Brand	Sanderson	West Lake				
3	8"	per lft	$10.85	$9.52	No Bid	No Bid	No Bid	$10.36
		Brand	Sanderson	West Lake				
4	10"	per lft	$16.90	$14.84	No Bid	No Bid	No Bid	$16.45
		Brand	Sanderson	West Lake				
5	12"	per lft	$24.28	$21.29	No Bid	No Bid	No Bid	$23.61
		Brand	Sanderson	West Lake				
	PVC Sewer Pipe - Force Main							
1	4"	per lft	$4.95	No Bid	No Bid	No Bid	No Bid	$4.74
		Brand	Sanderson					
2	6"	per lft	$10.08	No Bid	No Bid	No Bid	No Bid	$9.63
		Brand	Sanderson					
3	8"	per lft	$17.30	No Bid	No Bid	No Bid	No Bid	$16.54
		Brand	Sanderson					
4	10"	per lft	$25.96	No Bid	No Bid	No Bid	No Bid	$24.83
		Brand	Sanderson					
5	12"	per lft	$36.57	No Bid	No Bid	No Bid	No Bid	$34.98
		Brand	Sanderson					
IV.	**PVC Sewer Fittings SDR35 Glue type**							
1	4" sleeve	ea	$2.95	$2.65	No Bid	No Bid	$4.00	$5.67
		Brand	Multi	West Lake			GPK/Multi	Westlake
2	6" sleeve	ea	$10.81	$9.66	No Bid	No Bid	$15.00	$12.75
		Brand						
3	8" sleeve	ea	$33.64	$30.02	No Bid	No Bid	$43.00	$40.28
		Brand						
4	4” with a 1/16” bend 22.5°	ea	$4.90	$4.38	$5.56	No Bid	$7.00	$7.42
		Brand			West Lake			

Group J1 - Water & Sewer Line Supplies

Contract Period 01-01-26 through 12-31-26

Renewable Option 01-01-27 through 12-31-27

			Ferguson Enterprises	SWS	Central Pipe Supply	Core & Main	Consolidated Pipe	Coburns
5	6” with a 1/16” bend 22.5°	ea Brand	$21.49	$19.18	$24.35	No Bid	$29.00	$24.35
6	8” with a 1/16” bend 22.5°	ea Brand	$55.55	$49.59	$59.03	No Bid	$74.00	$65.00
7	4” with a 1/8” bend 45°	ea Brand	$4.50	$3.99	$5.07	No Bid	$19.00	$7.02
8	6” with a 1/8” bend 45°	ea Brand	$17.75	$15.73	$18.73	No Bid	$22.00	$20.87
9	8” with a 1/8” bend 45°	ea Brand	$48.00	$42.86	$51.02	No Bid	$64.00	$53.25
10	4” with a 1/4” bend 90°	ea Brand	$5.90	$5.49	$7.16	No Bid	$9.00	$9.68
11	6” with a 1/4” bend 90°	ea Brand	$28.40	$26.38	$31.40	No Bid	$23.00	$19.71
12	4" bell cap	ea Brand	$2.60	$2.31	$3.24	No Bid	No Bid	$5.33
13	6" bell cap	ea Brand	$9.50	$8.46	$10.74	No Bid	No Bid	$13.55
14	8"x 6" saddle “PVC” WYE	ea Brand	$54.30	$54.43	No Bid	No Bid	$105.00	$65.72
15	6"x 4" reducers	ea Brand	$14.40	$12.84	$16.30	No Bid	$20.00	$22.95
16	8"x 6" reducers	ea Brand	$60.75	$54.25	$64.58	No Bid	$82.00	$79.70
17	4” clean out w/o plug SW-MPT	ea Brand	$5.90	$5.25	$6.67	No Bid	$9.00	$10.30

Group J1 - Water & Sewer Line Supplies

Contract Period 01-01-26 through 12-31-26

Renewable Option 01-01-27 through 12-31-27

			Ferguson Enterprises	SWS	Central Pipe Supply	Core & Main	Consolidated Pipe	Coburns
18	4” clean out plug MPT	ea Brand	$3.60	$3.18	$4.33	No Bid	$5.00	$8.20
19	4” clean out w/ plug	ea Brand	$9.50	$8.43	No Bid	No Bid	No Bid	$18.35
20	6” clean out w/o plug SW-MPT	ea Brand	$28.50	$24.80	$29.52	No Bid	$38.00	$35.00
21	6” clean out plug MPT	ea Brand	$18.40	$16.03	$19.08	No Bid	$24.00	$26.15
22	6” clean out w/ plug	ea Brand	$46.90	$40.83	No Bid	No Bid	No Bid	$56.25
23	6” WYE (Inline)	ea Brand	$35.50	$30.90	$36.78	No Bid	$47.00	$51.15
24	4" WYE (Inline) SW, PVC	ea Brand	$8.40	$7.28	No Bid	No Bid	$12.00	No Bid
V.	**Ductile Iron Pressure Main**							
	Ductile Iron Pipe							
1	4" Mechanical Joint	per lft Brand	NO BID	NO BID	NO BID	No Bid	No Bid	No Bid
	4" Slip Joint	per lft Brand						
2	6" Mechanical Joint	per lft Brand						
	6" Slip Joint	per lft Brand						
3	8" Mechanical Joint	per lft Brand						
	8" Slip Joint	per lft Brand						

Group J1 - Water & Sewer Line Supplies

Contract Period 01-01-26 through 12-31-26

Renewable Option 01-01-27 through 12-31-27

			Ferguson Enterprises	SWS	Central Pipe Supply	Core & Main	Consolidated Pipe	Coburns
4	10" Mechanical Joint	per lft						
		Brand						
	10" Slip Joint	per lft						
		Brand						
5	12" Mechanical Joint	per lft						
		Brand						
	12" Slip Joint	per lft						
		Brand						
6	16" Mechanical Joint	per lft						
		Brand						
	16" Slip Joint	per lft						
		Brand						
VI.	**Ductile Iron Fittings - ANSI / AWWA C153 / A21.53-84**							
	Tees							
1	4 x 4" MJ	ea	$111.00	$119.37	$149.90	$114.74	No Bid	$147.40
		Brand	Tyler / Sigma	SIP	Sigma	Sigma		Sigma
2	6 x 4" MJ	ea	$183.00	$197.93	$248.70	$190.39		$246.40
		Brand						
3	6 x 6" MJ	ea	$197.00	$213.15	$267.60	$204.89		$277.50
		Brand						
4	8 x 4" MJ	ea	$212.00	$230.72	$289.05	$221.28		$295.70
		Brand						
5	8 x 6" MJ	ea	$244.00	$264.31	$331.80	$254.06		$332.15
		Brand						
6	8 x 8" MJ	ea	$295.00	$319.12	$401.00	$307.02		$400.95
		Brand						
7	12 x 4" MJ	ea	$398.00	$430.57	$541.05	$414.19		$559.90
		Brand						

Group J1 - Water & Sewer Line Supplies

Contract Period 01-01-26 through 12-31-26

Renewable Option 01-01-27 through 12-31-27

			Ferguson Enterprises	SWS	Central Pipe Supply	Core & Main	Consolidated Pipe	Coburns
8	12 x 6" MJ	ea Brand	$398.00	$430.57	$541.05	$424.91		$559.90
9	12 x 8" MJ	ea Brand	$458.00	$495.12	$622.50	$476.60		$629.20
10	12 x 12" MJ	ea Brand	$586.00	$633.97	$797.10	$610.27		$787.60
	Elbows - 22.5° Degree bends							
11	4" MJ	ea Brand	$66.00	$71.87	$89.70	$68.71		$96.30
12	6" MJ	ea Brand	$101.00	$109.62	$137.50	$105.28		$141.95
13	8" MJ	ea Brand	$158.00	$171.13	$214.90	$164.54		$232.77
14	12" MJ	ea Brand	$305.00	$303.08	$415.00	$317.73		$402.80
	Elbows - 45 Degree bends							
15	4" MJ	ea Brand	$70.00	$76.13	$95.50	$73.13		$106.20
16	6" MJ	ea Brand	$112.00	$120.59	$151.50	$116.00		$153.80
17	8" MJ	ea Brand	$163.00	$176.01	$220.70	$168.95		$217.65
18	12" MJ	ea Brand	$350.00	$378.19	$475.10	$363.76		$453.90
	Elbows - 90 Degree bends							
19	4" MJ	ea Brand	$85.00	$91.35	$114.40	$87.63		$120.30
20	6" MJ	ea Brand	$137.00	$149.21	$186.90	$143.10		$188.90

Group J1 - Water & Sewer Line Supplies

Contract Period 01-01-26 through 12-31-26

Renewable Option 01-01-27 through 12-31-27

			Ferguson Enterprises	SWS	Central Pipe Supply	Core & Main	Consolidated Pipe	Coburns
21	8" MJ	ea	$198.00	$214.37	$269.20	$206.15		$268.97
		Brand						
22	12" MJ	ea	$422.00	$456.75	$574.00	$439.41		$537.95
		Brand						
	Crosses							
23	4 x 4" MJ	ea	$234.00	$252.74	$317.80	$243.34		$320.20
		Brand						
24	6 x 4" MJ	ea	$256.00	$277.10	$348.30	$266.67		$346.17
		Brand						
25	6 x 6" MJ	ea	$287.00	$309.99	$389.50	$298.19		$381.10
		Brand						
26	8 x 6" MJ	ea	$298.00	$321.56	$404.30	$309.54		$443.70
		Brand						
27	8 x 8" MJ	ea	$313.00	$338.00	$424.90	$325.31		$461.20
		Brand						
	Reducers - Spigot Both Ends							
28	6 x 4"	ea	$97.00	$104.75	$111.36	$100.86		$162.00
		Brand			Tyler			
29	8 x 4"	ea	$144.00	$155.30	$164.95	$149.41		$215.90
		Brand			Tyler			
30	8 x 6"	ea	$152.00	$163.83	$174.00	$157.60		$225.00
		Brand			Tyler			
31	12 x 6"	ea	$250.00	$270.40	$287.44	$260.36		$364.00
		Brand			Tyler			
32	12 x 8"	ea	$258.00	$268.87	$295.80	$267.93		$397.50
		Brand			Tyler			

Group J1 - Water & Sewer Line Supplies

Contract Period 01-01-26 through 12-31-26

Renewable Option 01-01-27 through 12-31-27

			Ferguson Enterprises	SWS	Central Pipe Supply	Core & Main	Consolidated Pipe	Coburns
	Reducers - Spigot to MJ							
33	6 x 4"	ea	$82.80	$90.14	$112.80	$86.36		No Bid
		Brand			Sigma			
34	8 x 4"	ea	$137.00	$149.82	$187.70	$143.73		No Bid
		Brand						
35	8 x 6"	ea	$125.25	$135.81	$170.40	$130.50		No Bid
		Brand						
36	12 x 6"	ea	$274.00	$296.59	$373.05	$285.58		No Bid
		Brand						
37	12 x 8"	ea	$215.00	$233.25	$293.10	$224.43		No Bid
		Brand						
	Reducers - MJ Both Ends							
38	6 x 4"	ea	$80.00	$86.78	$108.70	$83.21		$117.40
		Brand						Sigma
39	8 x 4"	ea	$109.00	$118.15	$148.20	$113.47		$176.00
		Brand						
40	8 x 6"	ea	$116.00	$126.07	$158.10	$121.04		$184.40
		Brand						
41	12 x 6"	ea	$197.00	$212.55	$266.80	$204.26		$301.80
		Brand						
42	12 x 8"	ea	$199.00	$216.20	$271.70	$208.04		$331.00
		Brand						
43	12 x 10"	ea	$222.00	$242.39	$302.20	$231.36		$356.90
		Brand						

Group J1 - Water & Sewer Line Supplies

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Renewable Option 01-01-27 through 12-31-27

			Ferguson Enterprises	SWS	Central Pipe Supply	Core & Main	Consolidated Pipe	Coburns
	Sleeves - Solid (12" length)							
44	4" MJ	ea	$75.00	$81.00	$101.20	$77.54		$116.10
		Brand						
45	6" MJ	ea	$125.00	$135.20	$169.20	$129.86		$194.20
		Brand						
46	8" MJ	ea	$201.00	$216.20	$271.70	$208.04		$281.00
		Brand						
47	12" MJ	ea	$322.00	$348.35	$438.10	$335.39		$472.40
		Brand						
48	16" MJ	ea	$612.00	$665.64	$836.70	$640.52		$811.20
		Brand						
	Blank Plug with 2" Tap (Pipe threads)							
49	4" MJ	ea	$72.50	$78.75	$98.80	$75.65		$109.00
		Brand						
50	6" MJ	ea	$106.00	$114.85	$144.10	$110.32		$172.50
		Brand						
51	8" MJ	ea	$142.00	$153.57	$192.70	$147.52		$213.80
		Brand						
52	12" MJ	ea	$219.00	$236.92	$297.25	$227.58		$352.70
		Brand						
VII.	**Retaining Glands (mega-lug design) - PVC Pipe**							
1	3" MJ	ea	$59.00	No Bid	$55.79	$36.64		$63.20
		Brand						
2	4" MJ	ea	$59.00	$54.18	$45.09	$39.57		$76.60
		Brand			Ford			
3	6" MJ	ea	$73.80	$67.73	$60.50	$47.88		$89.50
		Brand						
4	8" MJ	ea	$99.40	$91.21	$80.10	$70.36		$116.89
		Brand						

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Renewable Option 01-01-27 through 12-31-27

			Ferguson Enterprises	SWS	Central Pipe Supply	Core & Main	Consolidated Pipe	Coburns
VIII	**Retaining Glands (mega-lug design) - Retainers for Ductile Iron Pipe**							
1	4" MJ	ea	$51.20	$46.96	$42.80	$32.73		$73.88
		Brand	Sigma					
2	6" MJ	ea	$63.50	$58.25	$49.95	$38.11		$86.63
		Brand						
3	8" MJ	ea	$86.60	$79.47	$62.00	$57.17		$117.75
		Brand						
4	12" MJ	ea	$164.80	$151.26	$115.30	$123.62		$207.45
		Brand						
5	16" MMJ	ea	$295.00	$271.36	$221.75	$233.56		$342.47
		Brand						
VIX	**Bolts and Gaskets**							
	Bolts							
1	MJ Lock Bolts “Anti Rotation”	Brand			Sigma			
		p/100	$650.00	$548.10	$682.90	$652.00		$660.00
2	Bolt (3/4” X 3 1/3”) MJ	Brand						
		p/100	$290.00	$548.10	$437.50	$362.00		$450.00
3	Bolt (3/4” X 4”) MJ	Brand						
		p/100	$290.00	$548.10	$437.50	$362.00		$450.00
	Gaskets							
4	4" MJ	Per 50	$420.00	$426.30	$535.29	$459.50		$555.00
		Brand						
	4" Transition	Per 50	$530.00	$487.20	$576.47	$495.00		$592.50
		Brand						
5	6" MJ	Per 50	$420.00	$426.30	$535.29	$459.50		$605.00
		Brand						
	6" Transition	Per 50	$570.00	$517.65	$617.64	$530.00		$650.00
		Brand						

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Renewable Option 01-01-27 through 12-31-27

			Ferguson Enterprises	SWS	Central Pipe Supply	Core & Main	Consolidated Pipe	Coburns
6	8" MJ	Per 50 Brand	$375.00	$487.20	$576.47	$495.00		$605.00
	8" Transition	Per 50 Brand	$815.00	$689.33	$864.70	$742.50		$985.00
7	12" MJ	Per 50 Brand	$640.00	$689.33	$864.70	$742.50		$985.00
	12" Transition	Per 50 Brand	$1,000.00	$913.50	$1,110.75	$954.50		$1,295.00
8	16" MJ	Per 50 Brand	$1,310.00	$1,187.55	$1,482.35	$1,273.00		$1,760.00
	16" Transition	Per 50 Brand	$3,400.00	No Bid	$3,698.80	$3,289.00		$3,755.00
X	**Gate Valves 3" thru 16" - For Water and other liquids**							
	Gate Valve - MJ							
1	3" Mueller or M&H	Brand	Mueller	AVK / NOT APPROVED	M&H	No Bid	Mueller	M&H
		ea	$620.00	$561.74	$541.91		$628.00	$671.79
2	4" Mueller or M&H	Brand						
		ea	$695.00	$627.08	$605.57		$699.00	$741.90
3	6" Mueller or M&H	Brand						
		ea	$888.50	$800.58	$772.75		$890.00	$951.01
4	8" Mueller or M&H	Brand						
		ea	$1,415.10	$1,273.96	$1,230.82		$1,416.00	$1,480.49
5	10" Mueller or M&H	Brand						
		ea	$2,180.00	$1,986.17	$1,919.21		$2,211.00	$2,313.60
6	12" Mueller or M&H	Brand						
		ea	$2,780.00	$2,513.11	$2,428.52		$2,793.00	$2,975.50
7	16" Mueller or M&H	Brand						
		ea	$9,200.00	$8,422.88	$7,587.37		$9,360.00	$8,945.65

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Renewable Option 01-01-27 through 12-31-27

			Ferguson Enterprises	SWS	Central Pipe Supply	Core & Main	Consolidated Pipe	Coburns
	TAPPING Gate Valve - MJ to FL							
8	4" Mueller or M&H	Brand						
		ea	$875.00	$753.27	$763.95		$880.00	$710.69
9	6" Mueller or M&H	Brand						
		ea	$1,234.00	$1,116.52	$1,079.17		$1,243.00	$951.10
10	8" Mueller or M&H	Brand						
		ea	$1,830.00	$1,658.45	$1,601.93		$1,843.00	$1,432.77
11	10" Mueller or M&H	Brand						
		ea	$2,720.00	$2,500.25	$2,415.58		$2,780.00	$2,363.57
12	12" Mueller or M&H	Brand						
		ea	$4,100.00	$3,775.82	$3,648.99		$4,200.00	$3,051.90
13	16" Mueller or M&H	Brand						
		ea	$10,600.00	$8,422.88	No Bid		$10,925.00	No Bid
	Tapping Sleeves							
14	4 x 4" JCM 412 or equal "C900"	ea	$336.00	$301.35	No Bid		$360.00	$337.00
		Brand	Powerseal	JCM422/412			JCM	JCM
	4 x 4" "CLASS 160"	ea	$336.00	$301.35	No Bid		$360.00	$337.00
		Brand						
15	6 x 4" JCM 412 or equal "C900"	ea	$349.00	$321.30	No Bid		$382.00	$356.00
		Brand						
	6 x 4" "CLASS 160"	ea	$349.00	$310.80	No Bid		$402.00	$346.00
		Brand						
16	6 x 6" JCM 412 or equal	ea	$371.00	$359.10	No Bid		$402.00	$392.00
		Brand						
	6 x 6" "CLASS 160"	ea	$371.00	$350.70	No Bid		$402.00	$384.00
		Brand						

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Renewable Option 01-01-27 through 12-31-27

			Ferguson Enterprises	SWS	Central Pipe Supply	Core & Main	Consolidated Pipe	Coburns
17	8 x 4" JCM 412 or equal	ea	$380.00	$349.65	No Bid		$395.00	$383.00
		Brand						
	8 x 4" "CLASS 160"	ea	$380.00	$325.50	No Bid		$395.00	$360.00
		Brand						
18	8 x 6" JCM 412 or equal	ea	$417.40	$368.55	No Bid		$412.00	$401.00
		Brand						
	8 x 6" "CLASS 160"	ea	$417.40	$360.15	No Bid		$412.00	$393.00
		Brand						
19	8 x 8" JCM 412 or equal	ea	$456.50	$468.30	No Bid		$525.00	$506.00
		Brand						
	8 x 8" "CLASS 160"	ea	$456.50	$464.65	No Bid		$525.00	$493.00
		Brand						
20	10 x 4" JCM 412 or equal	ea	$389.00	$364.35	No Bid		$410.00	$397.00
		Brand						
	10 x 4" "CLASS 160"	ea	$389.00	$332.85	No Bid		$410.00	$367.00
		Brand						
21	10 x 6" JCM 412 or equal	ea	$449.00	$389.55	No Bid		$440.00	$431.00
		Brand						
	10 x 6" "CLASS 160"	ea	$449.00	$362.25	No Bid		$440.00	$395.00
		Brand						
22	10 x 8" JCM 412 or equal	ea	$560.00	$486.15	No Bid		$578.00	$563.00
		Brand						
	10 x 8" "CLASS 160"	ea	$560.00	$458.85	No Bid		$578.00	$497.00
		Brand						
23	12 x 4" JCM 412 or equal	ea	$442.00	$372.75	No Bid		$420.00	$415.00
		Brand						
	12 x 4" "CLASS 160"	ea	$442.00	$350.70	No Bid		$420.00	$394.00
		Brand		.				

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Renewable Option 01-01-27 through 12-31-27

			Ferguson Enterprises	SWS	Central Pipe Supply	Core & Main	Consolidated Pipe	Coburns
24	12 x 6" JCM 412 or equal	ea	$519.15	$406.35	No Bid		$465.00	$487.00
		Brand						
	12 x 6" "CLASS 160"	ea	$519.15	$382.20	No Bid		$465.00	$464.00
		Brand						
25	12 x 8" JCM 412 or equal "C900"	ea	$598.00	$516.60	No Bid		$615.00	$595.00
		Brand						
	12 x 8" "CLASS 160"	ea	$598.00	$487.20	No Bid		$615.00	$564.00
		Brand						
26	16x6" JCM 412 or equal "C900"	ea	$557.00	$452.55	No Bid		$538.00	$531.00
		Brand						
	16 x 6" "CLASS 160"	ea	$557.00	$430.50	No Bid		$538.00	$510.00
		Brand						
27	16x8" JCM 412 or equal "C900"	ea	$631.00	$560.70	No Bid		$668.00	$634.00
		Brand						
	16 x 8" "CLASS 160"	ea	$631.00	$550.20	No Bid		$668.00	$624.00
		Brand						

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Renewable Option 01-01-27 through 12-31-27

			Ferguson Enterprises	SWS	Central Pipe Supply	Core & Main	Consolidated Pipe	Coburns
XI	**Brass Water Service Fittings AWWA C-800** **Dual check w/Meter Nipple (Built In)**							
1	3/4"	ea	$63.42	$70.49	$67.07		$75.00	No Bid
		Brand	Mueller	AY	Ford			
2	1"	ea	$98.70	$131.45	$72.88		$135.00	No Bid
		Brand			Ford			
3	1 1/2"	ea	$260.00	No Bid	No Bid		No Bid	No Bid
		Brand						
4	2"	ea	$320.00	No Bid	No bid		No Bid	No Bid
		Brand	$742.12					
	Dual Check w/o Meter Nipple							
1	3/4"	ea	$50.90	$64.09	$62.33		$75.00	No Bid
		Brand			Ford		AY	
2	1"	ea	$87.59	$123.40	No Bid		$135.00	No Bid
		Brand					AY	
3	1 1/2"	ea	$234.00	No Bid	No Bid		No Bid	No Bid
		Brand						
4	2"	ea	$278.90	No Bid	No Bid		No Bid	No Bid
		Brand	$651.39					
	Bronze gate valves (3/4" - 2 1/2" diameter)							
1	¾" diameter bronze gate valve	ea	$10.25	$7.63	No Bid		$10.00	$18.78
		Brand	Proflo				AY	MATCO
2	1" diameter bronze gate valve	ea	$14.25	$11.34	No Bid		$14.00	$30.52
		Brand						
3	1 ¼" diameter bronze gate valve	ea	$21.30	$16.02	No Bid		$21.00	$39.43
		Brand						

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Renewable Option 01-01-27 through 12-31-27

			Ferguson Enterprises	SWS	Central Pipe Supply	Core & Main	Consolidated Pipe	Coburns
4	1 ½" diameter bronze gate valve	ea	$29.80	$20.35	No Bid		$26.00	$60.59
		Brand						
5	2" diameter bronze gate valve "full port"	ea	$41.75	$30.98	No Bid		$36.00	$60.59
		Brand						
6	2 ½" diameter bronze gate valve	ea	$93.00	$57.20	No Bid		$68.00	$117.25
		Brand						
	Cut off valves - With Lock Wing Only							
	(MUELLER - FORD - A.Y.MCDONALD)							
1	Ball Valve 5/8", 3/4" (CTS) -34/4" FPY	ea	$42.90	No Bid	$42.40	$45.19	No Bid	No Bid
		Brand	Ford		Ford	Ford		
2	Ball Valve 5/8" 3/4" CTS-3/4" MSN	ea	$48.40	$48.98	$47.85	$50.98	$50.00	No Bid
		Brand						
3	Ball Valve ¾" (CTS) "Pack Joint	ea	$46.30	$46.81	$45.75	$74.96	$55.00	$78.95
		Brand						Ford
4	Ball Valve 3/4" (MPT) "Pack Joint"	ea	$53.00	No Bid	$68.21	No Bid	No Bid	$73.58
		Brand						
5	Ball Valve 3/4" (FPT) "Packed Joint"	ea	$43.00	$36.65	$35.81	$58.24	n/a	$63.39
		Brand						
6	Ball Valve 3/4" (CTS–MPT)"Packed Joint"	ea	$52.90	$75.74	$52.37	No Bid	$80.00	$61.88
		Brand						
7	Ball Valve 3/4" (CTS-FPT)"Packed Joint"	ea	$72.25	$43.36	$42.40	$68.20	$46.00	$52.03
		Brand						
8	Ball Valve 3/4" (CTS-PVC) "Packed Joint"	ea	$52.40	$85.43	$85.78	$91.36	No Bid	$61.44
		Brand						
9	Ball Valve 3/4" (CTS–MSN) "Packed Joint"	ea	$48.40	$74.95	$73.28	$78.06	$80.00	$57.42
		Brand						
10	Ball Valve 3/4" (PVC-MSN) "Packed Joint"	ea	$53.95	$52.76	$53.37	$84.39	$56.00	$62.88
		Brand						
11	Ball Valve 1" (CTS) "Pack Joint"	ea	$109.15	$93.78	$91.70	$115.09	$98.00	$100.84
		Brand						

Group J1 - Water & Sewer Line Supplies

Contract Period 01-01-26 through 12-31-26

Renewable Option 01-01-27 through 12-31-27

			Ferguson Enterprises	SWS	Central Pipe Supply	Core & Main	Consolidated Pipe	Coburns
12	Ball Valve 1” (MPT) “Pack Joint”	ea Brand	$102.00	$103.48	$80.35	No Bid	No Bid	$89.60
13	Ball Valve 1” (FPT) "Packed Joint"	ea Brand	$88.20	$64.72	$63.25	$92.93	$79.00	$72.66
14	Ball Valve 1” (CTS–MPT) “Pack Joint”	ea Brand	$102.10	$103.56	$89.15	No Bid	No Bid	$98.29
15	Ball Valve 1” (CTS-FPT) “Packed Joint”	ea Brand	$98.00	$77.35	$75.60	$103.47	$79.00	$84.90
16	Ball Valve 1” (CTS-PVC) “Packed Joint”	ea Brand	$130.00	$129.33	$128.64	$137.00	No Bid	$139.41
17	Ball Valve 1’ (CTS–MSN) “Packed Joint”	ea Brand	$80.00	$90.12	$88.15	$115.40	$92.00	$119.30
18	Ball Valve 1” (PVC-MSN) “Packed Joint”	ea Brand	$95.40	$120.77	$94.19	$125.95	$125.00	$119.30
19	Ball Valve 3/4” x 1" (MSN–CTS) “Packed Joint”	ea Brand	$89.25	$63.17	$79.20	$84.37	$68.00	$88.47
20	Ball Valve 3/4” X 1” (FPT-CTS) “Packed Joint”	ea Brand	$76.50	$73.16	$71.47	$79.67	$79.00	$85.47
21	Ball Valve 2” (CTS) “Packed Joint”	ea Brand	$361.20	$366.47	$318.87	$381.54	$354.00	$350.75
22	Ball Valve 2” (MPT) “Packed Joint”	ea Brand	No Bid	$322.30	$315.15	No Bid	No Bid	$362.04
23	Ball Valve 2” (FPT) "Packed Joint"	ea Brand	No Bid	$262.84	$219.88	$273.55	$299.00	$267.75

Group J1 - Water & Sewer Line Supplies

Contract Period 01-01-26 through 12-31-26

Renewable Option 01-01-27 through 12-31-27

			Ferguson Enterprises	SWS	Central Pipe Supply	Core & Main	Consolidated Pipe	Coburns
24	Ball Valve 2” (CTS-MPT) “Packed Joint”	ea Brand	$315.00	$319.39	$312.27	No Bid	No Bid	$359.20
25	Ball Valve 2” (CTS-FPT) “Packed Joint”	ea Brand	$259.00	$296.42	$269.25	$308.51	$299.00	$326.95
26	Ball Valve 3/4”, 1” CTS-3/4” MSN "Packed Joint"	ea Brand	No Bid	$81.01	No Bid	No Bid	$88.00	No Bid
27	Ball Valve 5/8” (PVC-MSN) " Packed Joint"	ea brand	No Bid	$84.65	$53.37	$56.86	No Bid	No Bid
28	Ball Valve 1-1/2” (CTS-FPT)"Packed Joint"	ea Brand	No Bid	$213.89	$209.05	$222.58	No Bid	$316.65
	Joint Connections [Mueller / Ford / A.Y. McDonald]							
1	Coupling 3/4” (CTS) “Packed Joint”	ea Brand	$19.62	$19.84	$19.36	$20.66	$21.00	$22.72
2	Coupling 3/4” (CTS-MPT) “Packed Joint”	ea Brand	$16.10	$16.30	$15.90	$16.96	$17.00	$19.28
3	Coupling 3/4” (CTS-FPT) “Packed Joint”	ea Brand	$16.95	$17.14	$16.75	$17.86	$18.00	$20.11
4	Coupling 3/4” (CTS-PVC) “Packed Joint”	ea Brand	$26.50	$26.81	$26.20	$27.94	$27.00	$31.00
5	Coupling 3/4” (MPT-PVC) "Packed Joint"	ea Brand	$21.30	$21.60	$21.10	$22.47	$22.00	$25.90
6	Coupling 1" (CTS) “Packed Joint”	ea Brand	$22.45	$22.70	$22.16	$23.64	$23.00	$27.00
7	Coupling 1" (CTS-MPT) “Packed Joint”	ea Brand	$19.10	$19.31	$18.85	$20.09	$20.00	$23.70
8	Coupling 1" (CTS-FPT) “Packed Joint”	ea Brand	$23.00	$23.25	$22.70	$24.22	$24.00	$27.55

Group J1 - Water & Sewer Line Supplies

Contract Period 01-01-26 through 12-31-26

Renewable Option 01-01-27 through 12-31-27

			Ferguson Enterprises	SWS	Central Pipe Supply	Core & Main	Consolidated Pipe	Coburns
9	Coupling 1” (CTS-PVC) “Packed Joint”	ea Brand	$38.30	$38.75	$37.90	$40.37	$38.00	$43.55
10	Coupling 1” (MPT-PVC) "Packed Joint"	ea Brand	$33.30	$33.67	$32.93	$35.08	$34.00	$39.65
11	Coupling 1" SW "Packed Joint"	ea Brand	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
12	Coupling 1-1/2" (CTS--MPT) "Packed Joint"	ea Brand	$52.22	$52.86	$51.70	$55.06	$53.00	No Bid
13	Coupling 3/4” x 1” (CTS) “Packed Joint”	ea Brand	$22.80	$23.05	$22.51	$24.02	$23.00	$27.34
14	Coupling 3/4” x 1” (CTS-MPT) “Packed Joint”	ea Brand	$17.60	$17.80	$17.60	$18.79	$18.00	$22.25
15	Coupling 3/4” x 1” (CTS-FPT) “Packed Joint”	ea Brand	$20.20	$20.41	$19.95	$21.03	$21.00	$24.79
16	Coupling 3/4” x 1” (CTS-PVC) “Packed Joint”	ea Brand	$37.10	$37.55	$36.70	$39.09	$37.00	$41.36
17	Coupling 2" (MPT-PVC)"Packed Joint"	ea Brand	$95.30	$96.21	$94.11	$100.23	$94.00	$103.22
18	Coupling 2" (CTS) “Packed Joint”	ea Brand	$101.40	$102.55	$100.30	$106.80	$99.00	$109.33
19	Coupling 2” (CTS-MPT) “Packed Joint”	ea Brand	$76.30	$77.02	$75.31	$80.22	$75.00	$84.61
20	Coupling 2” (CTS-FPT) “Packed Joint”	ea Brand	$79.70	$80.50	$78.72	$83.86	$79.00	$88.00
21	Coupling 2” (Meter FL-MPT) w/Gaskets	ea Brand	$67.00	$67.88	$74.95	$70.72	$92.00	$360.50
22	Coupling 2” (Meter FL-FPT) w/Gaskets	ea Brand	$60.65	$61.51	$68.55	$64.06	$83.00	$339.05

Group J1 - Water & Sewer Line Supplies

Contract Period 01-01-26 through 12-31-26

Renewable Option 01-01-27 through 12-31-27

			Ferguson Enterprises	SWS	Central Pipe Supply	Core & Main	Consolidated Pipe	Coburns
	Miscellaneous Brass Fitting - Mueller/Ford/A.Y. McDonald							
1	Corporation 3/4"cc (MPT-CTS) "Packed Joint"	ea	$35.15	$35.55	$34.75	$37.02	$35.00	$39.45
		Brand	Ford					
2	Corporation 1"cc (MPT-CTS) "Packed Joint"	ea	$53.20	$53.76	$52.55	$55.98	$53.00	$62.07
		Brand	Ford					
3	WYE 1" X 3.4"(CTS) "Packed Joint"	ea	$40.60	$41.07	$40.15	$42.77	$41.00	$52.00
		Brand	Ford					
4	TEE 3/4" (FPT) "Packed Jacket"	ea	$47.50	No Bid	No Bid	No Bid	No Bid	$32.45
		Brand	Merit					
5	TEE 3/4" (CTS) "Packed Joint"	ea	$47.50	$48.04	$46.95	$50.02	$49.00	$58.52
		Brand	Ford					
6	TEE 1" (FPT) "Packed Joint"	ea	$12.40	No Bid	No Bid	No Bid	No Bid	$53.65
		Brand	Merit					
7	TEE 1" (CTS) "Packed Joint"	ea	$50.80	$51.36	$50.25	$53.52	$51.00	$65.80
		Brand	Ford					
8	Nipple 2" (All Thread / By Close)	ea	$13.90	$9.73	No Bid	No Bid	$12.95	$16.65
		Brand	Merit					Matco
9	Nipple 3/4" (All Thread / By Close)	ea	$3.20	$2.20	No Bid		$3.50	$4.69
		Brand	Merit					Matco
10	Nipple 3/4" (3" Length)	ea	$5.40	$3.74	No Bid		$5.00	$6.60
		Brand	Merit					Matco
11	Meter Nipple 3/4" X 2 1/2" - long	ea	$9.00	No Bid	No Bid		No Bid	$23.30
		Brand	Merit					Ford
12	Meter Nipple 3/4"X 1 5/8" - short	ea	$9.00	No Bid	No Bid		No Bid	$23.30
		Brand	Merit					Ford
13	Meter Nipple 1" Long	ea	$12.00	No Bid	No Bid		No Bid	$36.30
		Brand	Merit					Ford

Group J1 - Water & Sewer Line Supplies

Contract Period 01-01-26 through 12-31-26

Renewable Option 01-01-27 through 12-31-27

			Ferguson Enterprises	SWS	Central Pipe Supply	Core & Main	Consolidated Pipe	Coburns
14	Meter Riser 3/4" -12"	ea	$132.75	$102.22	No Bid		$128.00	No Bid
		Brand	Mueller					
15	Meter Riser ¾" – 7"	ea	$60.25	$97.53	No Bid		$125.00	
		Brand	Mueller					
16	BIBB, ¾" Threaded	ea	$9.80	$4.30	No Bid		$7.00	
		Brand	Legend					
17	BIBB, ¾" Smooth	ea	$11.00	$4.59	No Bid		$8.00	
		Brand	Legend					
	General Galvanized Fittings							
18	Dresser Coupling 3/4" (compression)	ea	$11.00	$8.40	$15.40		$13.00	$35.21
	Smith Blair 522	Brand	Proflo	JCM 220	Smith Blair		JCM	Dresser
19	Dresser Coupling 1" (compression)	ea	$13.00	$11.55	$17.40		$18.00	$36.40
	Smith Blair 522	Brand	Proflo				JCM	Dresser
20	Dress Coupling 1-1/4"" (compression)	ea	$16.00	$13.65	$22.65		$28.00	$51.65
	Smith Blair 522	Brand	Proflo				JCM	Dresser
21	Dress Coupling 1-1/2" (compression)	ea	$20.00	$15.75	$25.60		$29.00	$60.00
	Smith Blair 522	Brand	Proflo				JCM	Dresser
22	Dress Coupling 2" (compression)	ea	$26.00	$23.10	$31.75		$29.88	$68.80
	Smith Blair 522	Brand	Proflo				JCM	Drewsser
23	1-1/4" 90 degree	ea	$3.70	$5.27	No Bid		$13.00	$5.15
		Brand	Matco	Boshart			AY	Matco
24	1-1/2" x 6" nipple	ea	$4.40	$4.89			$23.00	$5.54
		Brand						
25	1-1/2" x 3/4" bushing, MPT-FPT	ea	$4.50	$6.61			$11.25	$6.00
		Brand						
26	2" elbow, 45 degree, FPT x FPT	ea	$8.40	$12.29			$29.00	$10.35
		Brand						
27	2" tee, FPT - FPT – FPT	ea	$11.40	$16.67			$35.00	$13.00
		Brand						

Group J1 - Water & Sewer Line Supplies

Contract Period 01-01-26 through 12-31-26

Renewable Option 01-01-27 through 12-31-27

			Ferguson Enterprises	SWS	Central Pipe Supply	Core & Main	Consolidated Pipe	Coburns
28	2" cap, FPT	ea Brand	$4.00	$5.89			$19.00	$5.52
29	2" x 12" nipple	ea Brand	$13.25	$14.81			$55.00	$15.76
30	2" x 3/4" bushing, MPT x FPT	ea Brand	$5.30	$7.68			$16.25	$7.60
31	2" x 1" bushing, MPT x FPT	ea Brand	$5.00	$7.27			$16.35	$7.35
32	1" coupling, FPT – FPT	ea Brand	$2.80	$4.07			$6.25	$4.45
33	1" x 6" nipple	ea Brand	$3.00	$3.22			$12.50	$4.31
34	1-1/4" x 3" nipple	ea Brand	$2.15	$2.38			$10.00	$3.74
35	1-1/4" x6" nipple	ea Brand	$3.65	$4.06			$18.00	$5.00
36	1-1/4" x 3/4" bushing, MPT x FPT	ea Brand	$3.10	$4.56			$7.50	$4.75
37	3/4" x 6" nipple	ea Brand	$2.30	$2.42			$8.50	$3.78
38	3/4" coupling, FPT-FPT	ea Brand	$1.75	$2.48			$4.10	$3.48
39	3/4" elbow, 45 degree, FPT-FPT	ea Brand	$2.30	$3.31			$5.25	$3.98
40	1" elbow, 45 degree, FPT-FPT	ea Brand	$2.60	$3.78			$8.75	$4.27
41	1" plug, MPT	ea Brand	$1.65	$2.42			$4.00	$3.45

Group J1 - Water & Sewer Line Supplies

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Renewable Option 01-01-27 through 12-31-27

			Ferguson Enterprises	SWS	Central Pipe Supply	Core & Main	Consolidated Pipe	Coburns
42	1" union	ea	$7.00	$9.83			$17.50	$8.13
		Brand						
43	2" nipple	ea	$3.00	$3.33			No Bid	$4.45
		Brand						
44	2" x 6" nipple	ea	$6.10	$6.77			$28.00	$6.95
		Brand						
45	2" coupling, FPT-FPT	ea	$6.35	$9.33			$22.00	$10.57
		Brand						
46	2" elbow, 90 degree, FPT-FPT	ea	$7.90	$11.57			$26.00	$10.95
		Brand						
XII	**Rubber Couplings - Fernco, Mission or equal**							
	PVC to PVC							
1	4 x 4 PVC to PVC	ea	$4.58	$4.64	$4.79		$5.25	$6.91
		Brand	Fernco	Fernco	Fernco		Fernco	Fernco
2	4 x 6 PVC to PVC	ea	$11.50	$11.63	$12.03		$13.00	$14.57
		Brand						
3	6 x 6 PVC to PVC	ea	$9.80	$9.91	$10.25		$12.00	$12.93
		Brand						
4	6 x 8 PVC to PVC	ea	$18.20	$18.40	$19.00		$22.00	$22.55
		Brand						
5	8 x 8 PVC to PVC	ea	$15.10	$15.24	$15.75		$18.00	$19.51
		Brand						
6	10 x 10 PVC to PVC	ea	$22.63	$22.87	$23.60		$27.00	$31.78
		Brand						
7	12 x 12 PVC to PVC	ea	$26.40	$26.69	$27.55		$30.00	$35.41
		Brand						
8	4" Saddle, WYE, Rubber	ea	$48.50	$35.65	$42.44		$44.00	$43.95
		Brand						

Group J1 - Water & Sewer Line Supplies

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Renewable Option 01-01-27 through 12-31-27

			Ferguson Enterprises	SWS	Central Pipe Supply	Core & Main	Consolidated Pipe	Coburns
	PVC to Clay							
1	4 x 4 PVC to clay	ea Brand	$4.58	$4.64	$4.80		$5.25	$6.91
2	4 x 6 PVC to clay	ea Brand	$11.50	$11.63	$12.04		$13.00	$14.57
3	6 x 6 PVC to clay	ea Brand	$9.80	$9.91	$10.26		$12.00	$12.93
4	6 x 8 PVC to clay	ea Brand	$18.20	$18.40	$19.01		$22.00	$22.55
5	8 x 8 PVC to clay	ea Brand	$15.07	$15.24	$15.76		$18.00	$19.51
6	10 x 10 PVC to clay	ea Brand	$22.63	$22.87	$23.61		$27.00	$31.78
7	12 x 12 PVC to clay	ea Brand	$26.40	$26.69	$27.56		$30.00	$35.41
	PVC to Concrete							
1	4 x 4 PVC to concrete	ea Brand	$4.95	$5.00	$5.15		$5.55	$9.76
2	4 x 6 PVC to concrete	ea Brand	$11.50	$11.63	$12.03		$14.00	$16.07
3	6 x 6 PVC to concrete	ea Brand	$10.84	$10.96	$11.30		$13.00	$15.43
4	6 x 8 PVC to concrete	ea Brand	$20.00	$20.22	$20.90		$25.00	$24.25
5	8 x 8 PVC to concrete	ea Brand	$16.30	$16.46	$17.03		$21.00	$20.67

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Renewable Option 01-01-27 through 12-31-27

			Ferguson Enterprises	SWS	Central Pipe Supply	Core & Main	Consolidated Pipe	Coburns
XIII	**Coupling - Hymax 2000 or equal**							
1	4" w/overall range of 4.25" - 5.63, overall length 8.7" overall width 7.87" overall coupling middle ring 5.9" max gap between pipe 5.50" and weight 15 lb	ea P/N	$258.00 86054010816	$263.39 860-54-0108-16	$258.59 860-54-0108-16		$296.00 860-54-0108-16	$300.85 860-54-0108-16
2	6" with overall range of 6.42"-7.68" overall length 10.8" , overall width 10.75" overall coupling middle ring 8.0", max gap between pipes 7.50" and weight 21 lb	ea P/N	$341.00 86054016316	$348.33 860-54-0163-16	$342.48 860-54-0163-16		$417.00 860-54-0163-16	$407.25 860-54-0163-16
3	8" w/overall range of 8.54" - 9.84 overall length 10.8", overall width 12.91" overall coupling middle ring 8.0", max gap btween pipes 7.50" and weight 26 lb	ea P/N	$385.00 86054021716	$393.83 860-54-0163-16	$386.67 860-54-0217-16		$443.00 860-54-0217-16	$475.10 860-54-0217-16
4	10” with an overall range of 10.70” – 12.00” overall length 13.5”, overall width 16.2" overall maximum gap between pipes 6.30” and weight 92 pounds	ea P/N	$490.00 86054027216	$506.63 860-54-0272-16	$497.42 860-54-0272-16		$568.00 860-54-0272-16	$582.50 860-54-0272-16
XIV	**Repair clamps - 3" Long**							
1	¾”	ea Brand	$6.75 Ford	$5.25 JCM 110	$5.87 Smith Blair		$6.67 SB/JCM	$9.40 Ford
2	1"	ea Brand	$7.20	$5.25 JCM 110	$6.42		$7.00	$9.75
3	1 ¼”	ea Brand	$7.50	$6.30 JCM 110	$6.60		$9.00	$12.18
4	1 ½”	ea Brand	$8.20	$6.30 JCM 110	$7.09		$10.00	$12.87

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Renewable Option 01-01-27 through 12-31-27

			Ferguson Enterprises	SWS	Central Pipe Supply	Core & Main	Consolidated Pipe	Coburns
5	2"	ea	$10.50	$7.35	$7.75		$11.00	$17.00
		Brand		JCM 110				
6	2 ½"	ea	$11.80	$9.45	$9.71		$13.00	$21.30
		Brand		JCM 110				
	Repair clamps - 6" Long							
1	¾"	ea	$13.10	$9.45	$10.96		$12.00	$15.47
		Brand		JCM 110				
2	1"	ea	$14.00	$10.50	$11.68		$13.00	$18.29
		Brand		JCM				
3	1 ¼"	ea	$14.00	$10.50	$12.30		$14.00	$20.49
		Brand		JCM 110				
4	1 ½"	ea	$14.40	$11.55	$13.35		$15.00	$18.77
		Brand		JCM 110				
5	2"	ea	$20.00	$12.60	$14.04		$17.00	$29.03
		Brand		JCM 110				
6	2 ½"	ea	$22.10	$17.85	$19.35		$23.00	$35.25
		Brand		JCM 110				
	Full Circle Repair Clamps - JCM - 7 1/2"							
1	2"	ea	$55.00	$49.35	$44.83		$55.00	$72.00
	Range(s)	ea	$76.50	$49.35	$48.69		$60.00	No bid
		Brand	Powerseal	JCM 101				
2	3"	ea	$60.00	No Bid	$52.01		$63.00	$83.24
	Range(s)	ea	$60.00	$61.95	$53.27		$65.00	$83.24
		ea	$60.00	$61.95	$54.57		$66.00	$83.24
		ea	$60.00	No Bid	$56.52		$67.00	$83.68
		Brand						
3	4"	ea	$66.00	$64.05	$58.51		$71.00	$83.68
	Range(s)	ea	$66.00	$64.05	$60.56		$69.00	$88.76
		ea	$66.00	$64.05	$61.20		$71.00	$88.76
		ea	$66.00	$64.05	$61.95		$74.00	$88.76
		Brand						
4	6"	ea	$71.60	$75.60	$63.64		$78.00	$91.93
	Range(s)	ea	$71.60	$75.60	$69.90		$79.00	$91.93
		ea	$71.60	$75.60	$71.47		$88.00	$100.00
		ea	$71.60	$75.60	$72.55		$89.00	$100.00
		Brand						

Group J1 - Water & Sewer Line Supplies

Contract Period 01-01-26 through 12-31-26

Renewable Option 01-01-27 through 12-31-27

			Ferguson Enterprises	SWS	Central Pipe Supply	Core & Main	Consolidated Pipe	Coburns
5	8"	ea	$77.00	$89.25	$78.35		$95.00	$111.26
	Range(s)	ea	$77.00	$89.25	$82.02		$95.00	$111.26
		ea	$77.00	$89.25	$84.64		$95.00	$111.26
		ea	$77.00	$89.25	$86.51		$95.00	$127.10
		ea	$77.00	$89.25	$92.28		$98.00	$127.10
		Brand						
6	10"	ea	$85.00	$117.60	$105.20		$130.00	$133.75
	Range(s)	ea	$85.00	$117.60	$100.85		$130.00	$133.75
		ea	$85.00	$117.60	$103.02		$130.00	$133.75
		Brand						
7	12"	ea	$93.30	$133.35	$116.19		$143.00	$150.20
	Range(s)	Brand						
	Full Circle Repair Clamps - JCM - 12 1/2"							
1	2"	ea	$79.00	$86.10	$78.77		$97.00	$108.35
	Range(s)	ea	$79.80	$86.10	$82.97		$103.00	No Bid
		Brand						
2	3"	ea	$91.50	No Bid	$85.57		$106.00	$125.00
	Range(s)	ea	$91.50	$99.75	$87.48		$108.00	$125.00
		ea	$91.50	$99.75	$90.03		$112.00	$125.00
		ea	$91.50	No Bid	$95.04		$118.00	$130.95
		Brand						
3	4"	ea	$95.00	$101.85	$97.78		$120.00	$130.95
	Range(s)	ea	$95.00	$101.85	$98.24		$122.00	$142.00
		ea	$95.00	$101.85	$103.40		$128.00	$142.00
		ea	$95.00	$101.85	$105.72		$130.00	$142.00
		Brand						
4	6"	ea	$103.00	$121.80	$109.43		$135.00	$147.90
	Range(s)	ea	$103.00	$121.80	$111.50		$138.00	$147.90
		ea	$103.00	$121.80	$113.16		$139.00	$161.10
		ea	$103.00	$121.80	$115.01		$142.00	$161.10
		Brand						
5	8"	ea	$120.00	$143.85	$125.48		$154.00	$176.65
	Range(s)	ea	$120.00	$143.85	$131.50		$162.00	$176.65
		ea	$120.00	$143.85	$135.53		$167.00	$176.65
		ea	$120.00	$143.85	$138.51		$170.00	$201.05
		ea	$120.00	No Bid	$150.50		$185.00	$201.05
		Brand						

Group J1 - Water & Sewer Line Supplies

Contract Period 01-01-26 through 12-31-26

Renewable Option 01-01-27 through 12-31-27

			Ferguson Enterprises	SWS	Central Pipe Supply	Core & Main	Consolidated Pipe	Coburns
6	10"	ea	$136.00	$183.75	$169.89		$209.00	$216.30
	Range(s)	ea	$136.00	$183.75	$156.75		$193.00	$216.30
		ea	$136.00	$183.75	$160.02		$197.00	$216.30
		Brand						
7	12"	ea	$138.00	$212.10	$186.98		$203.00	$249.60
	Range(s)	Brand						
	Collar Leak Breaks							
1	6” Collar Leak Clamp	ea	$106.00	$85.05	$80.60		$99.00	No Bid
	Smith-Blair 229	Brand	Smith Blair	JCM 105	Smith Blair			
	Certified to NSF/ANSI 61 & 372							
	Bolts: Elec-Galv							
	Lugs: DI flexi-coat							
	Pipe diameter: 6.63”							
	Width: 7-1/2”							
	Nominal Size: 6”							
	Gasket: BUNA-N							
2	8” Collar Leak Clamp	ea	$118.00	$98.70	$89.96		$112.00	No Bid
	Smith-Blair 229	Brand	Smith Blair	JCM 105	Smith Blair			
	Certified to NSF/ANSI 61 & 372							
	Bolts: Elec-Galv							
	Lugs: DI flexi-coat							
	Pipe diameter: 8.63”							
	Width: 7-1/2”							
	Nominal Size: 8”							
	Gasket: BUNA-N							
	Bell Joint Clamps							
1	4"	ea	$132.50	$112.35	$126.79		$157.00	$176.69
		Brand	Ford	JCM 143				
2	6"	ea	$161.30	$123.90	$139.64		$172.00	$211.55
		Brand	Ford	JCM 143				
3	8"	ea	$196.70	$171.15	$192.94		$238.00	$260.67
		Brand	Ford	JCM 143				
4	12"	ea	$313.00	$266.70	$280.53		$344.00	$287.30
		Brand	Ford	JCM 143				

Group J1 - Water & Sewer Line Supplies

Contract Period 01-01-26 through 12-31-26

Renewable Option 01-01-27 through 12-31-27

			Ferguson Enterprises	SWS	Central Pipe Supply	Core & Main	Consolidated Pipe	Coburns
	Foster adapters or approved equal							
1	4”	ea	$105.00	$85.68	$86.55		No Bid	$124.65
		Brand	Sigma	SIP	Infact			Sigma
2	6"	ea	$134.00	$108.99	$120.57		No Bid	$156.90
		Brand	Sigma	SIP	Infact			
3	8"	ea	$198.00	$163.17	$157.68		No Bid	$237.53
		Brand	Sigma	SIP	Infact			
4	12"	ea	$300.00	$252.63	$244.27		No Bid	$336.70
		Brand	Sigma	SIP	Infact			
XV	**Cast Iron Saddles-Baker, Ford, Smith Blair, Mueller, Rockwell with extended range to fit all pipes.**							
	MAIN Size							
	Tap Size - Cast Iron C900							
1	12"	ea	$66.30	$88.20	$64.02		$122.00	$90.77
	1" cc	Brand	Powerseal	JCM 404	Smith Blair		SB	Ford
	2"IPT	ea	$90.40	$96.60	$81.43		$139.00	$109.95
		Brand	Powerseal					
2	10"	ea	$57.00	$74.55	$55.59		$104.00	$79.65
	1"cc	Brand	Powerseal					
	2"IPT	ea	$74.00	$85.05	$67.93		$122.00	$96.85
		Brand	Powerseal					
3	8"	ea	$41.00	$66.15	$49.03		$88.00	$73.67
	1"cc	Brand	Powerseal					
	2"IPT	ea	$58.00	$72.45	$54.72		$104.00	$78.47
		Brand	Powerseal					
4	6"	ea	$38.00	$51.45	$38.60		$76.00	$54.35
	1"cc	Brand	Powerseal					
	2" IPT	ea	$54.00	$57.75	$45.65		$89.00	$64.80
		Brand	Powerseal					
5	4"	ea	$36.00	$45.15	$35.19		$66.00	$40.55
	1" cc	Brand	Powerseal					

Group J1 - Water & Sewer Line Supplies

Contract Period 01-01-26 through 12-31-26

Renewable Option 01-01-27 through 12-31-27

			Ferguson Enterprises	SWS	Central Pipe Supply	Core & Main	Consolidated Pipe	Coburns
	2" IPT	ea	$44.00	$54.60	$46.14		$78.00	$60.97
		Brand	Powerseal					
6	1-1/4" -1-1/2" Service Clamp	ea	n/a	No Bid	No Bid		No Bid	No Bid
		Brand						
7	2" x 1cc Service Saddle	ea	$23.00	$40.95	No Bid		No Bid	No Bid
		Brand	Powerseal					
8	2-1/2" x 1cc Service Saddle	ea	n/a	$42.00	No Bid		No Bid	No Bid
		Brand						
9	3" x 1cc Service Saddle	ea	$27.00	$45.15	No Bid		No Bid	No Bid
		Brand	Powerseal					
10	10"-12" x 1cc Service Saddle	ea	n/a	No Bid	No Bid		No Bid	No Bid
		Brand						
11	16" x 1cc Service Saddle	ea	$190.00	$119.70	No Bid		No Bid	No Bid
		Brand	Powerseal					

Group J1 - Water & Sewer Line Supplies

Contract Period 01-01-26 through 12-31-26

Renewable Option 01-01-27 through 12-31-27

			Ferguson Enterprises	SWS	Central Pipe Supply	Core & Main	Consolidated Pipe	Coburns
XVI	**Fire hydrants/kits/brass nipples/misc.**							
	3-Way Hydrant			NOT APPROVED				
1	18" bury	ea	$2,460.00	$2,360.25	No Bid		$2,450.00	No Bid
		Brand	Mueller	AVK			Mueller	
		Model	A423	2780			A423	
2	24" bury	ea	$2,530.00	$2,360.25	$2,411.89		$2,560.00	No Bid
		Brand	Mueller	AVK	M&H		Mueller	
		Model	A423	2780	129		A423	
3	3' bury	ea	$2,670.00	$2,419.15	$2,472.11		$2,690.00	$2,695.00
		Brand	Mueller	AVK	M&H		Mueller	M&H
		Model	A423	2780	129		A423	129S
4	4' bury	ea	$2,790.00	$2,536.96	$2,592.56		$2,900.00	$2,822.00
		Brand	Mueller	AVK	M&H		Mueller	M&H
		Model	A423	2780	129		A423	129s
	2-Way Hydrant							
5	18" bury	ea	$2,185.00	$2,132.71	No Bid		$2,260.00	No Bid
		Brand	Mueller	AVK			Muller	
		Model	A422	2794			A422	
6	24" bury	ea	$2,249.00	$2,132.71	No Bid		$2,316.00	No Bid
		Brand	Mueller	AVK			Mueller	
		Model	A422	2794			A422	
7	3’ bury	ea	$2,378.00	$2,191.62	No Bid		$2,430.00	$2,695.00
		Brand	Mueller	AVK			Muller	M&H
		Model	A422	2794			A422	129S
8	4’ bury	ea	$2,505.00	$2,309.43	No Bid		$2,532.00	$2,822.00
		Brand	Mueller	AVK			Mueller	M&H
		Model	A422	2794			A422	129S

Group J1 - Water & Sewer Line Supplies								
Contract Period 01-01-26 through 12-31-26								
Renewable Option 01-01-27 through 12-31-27								
			Ferguson Enterprises	SWS	Central Pipe Supply	Core & Main	Consolidated Pipe	Coburns
	Fire hydrant accessories: **Extension kit for 5 ¼" main valve opening.** **(barrel, stem, coupling, etc.)**							
1	M & H 129 12"	ea	No Bid	No Bid	$800.42	No Bid	No Bid	$ 919.00
2	M & H 129 18"	ea	No Bid	No Bid	$908.42	No Bid	No Bid	$ 1,043.00
1	M & H 929 12"	ea	No Bid	No Bid	$876.71	No Bid	No Bid	$ 920.00
2	M & H 929 18"	ea	No Bid	No Bid	$994.67	No Bid	No Bid	$ 1,044.00
1	Mueller A-422 12"	ea	$942.00	No Bid	No Bid	No Bid	$1,010.00	No Bid
2	Mueller A-422 18"	ea	$1,065.00	No Bid	No Bid	No Bid	$1,140.00	No Bid
1	Mueller A-423 12"	ea	$942.00	No Bid	No Bid	No Bid	$1,010.00	No Bid
2	Mueller A-423 18"	ea	$1,065.00	No Bid	No Bid	No Bid	$1,140.00	No Bid

*WINNER IS INDICATED WITH THIS SHADING

*ALTERNATE IS INDICATED WITH THIS SHADING

Memorandum

To: Mayor and Members of the City Council

From: Jessica Versiga, Purchasing Agent

Date: 12/4/2025

Re: **Term Contract Group J2 Precast Concrete Manholes**

The Purchasing Department received only one bid for the above-mentioned group and recommend acceptance of the bid to Design Precast & Pipe, Inc. I have attached the tabulation sheet for your review and approval.

Thank you for your consideration.

Purchasing Department | P.O. Box 1780 | Gulfport, MS 39502
1422 23rd Avenue | Gulfport, MS 39501
P: 228.868.5705 | E: purchasing@gulfport-ms.gov | www.gulfport-ms.gov

Group J2- Pre-Cast Concrete Manholes Contract Period 01-21-26 through 12-31-26 Renewal Period 01-01-27 through 12-31-27			
	Item No.	**Description**	**Design Precast& Pipe Inc.**
	1	48" diameter x 36" high cone section w/steps	$160.00
	2	48" diameter riser section w/steps	$176.00
	3	70" x 6" manhole bottom w/6" overhang	$400.00
	4	58" x 6" manhole bottom no overhang	$400.00
	5	58" x 6" flat slab top	$320.00
	6	4" adjusting rings	$80.00
	7	6" adjusting rings	$120.00
	8	4" flexible couplings	$45.80
	9	6" flexible couplings	$54.48
	10	8" flexible couplings	$54.48
	11	10" flexible couplings	$61.24
	12	12" flexible couplings	$68.16
	13	18” flexible couplings	$154.28

Memorandum

To: Mayor and Members of the City Council

From: Jessica Versiga, Purchasing Agent

Date: 12/4/2025

Re: **Term Contract Group K – Pumps for Lift Stations**

The Purchasing Department has reviewed the bids received on the above referenced group and recommend acceptance of the lowest and best bids as indicated by the highlighted and designated areas in each column. I have attached the tabulation sheet for your review and approval.

Thank you for your consideration.

Purchasing Department | P.O. Box 1780 | Gulfport, MS 39502
1422 23rd Avenue | Gulfport, MS 39501
P: 228.868.5705 | E: purchasing@gulfport-ms.gov | www.gulfport-ms.gov

Group K - Pumps for Lift Stations					
Contract Period 1-01-26 through 12-31-26					
Renewable option 1-01-27 through 12-31-27					
		Wastewater Solutions	JH Wright		
Lift Stations with transducers					
1	Duplex panel/10 hp pump	NO BID	$13,350.00		
	Brand		Primex		
2	Duplex panel/15 hp pump	NO BID	$13,770.00		
	Brand		Primex		
3	Duplex panel/20 hp pump	NO BID	$14,550.00		
	Brand		Primex		
4	Duplex panel/25 hp pump	NO BID	$17,980.00		
	Brand		Primex		
5	Duplex panel/30 hp pump	NO BID	$18,550.00		
	Brand		Primex		
Lift Stations with float ball setup					
1	Duplex panel - 5 hp pump	NO BID	$12,670.00		
	Brand		Primex		
2	Duplex panel - 7.5 hp pump	NO BID	$13,300.00		
	Brand		Primex		
3	Duplex panel - 10 hp pump	NO BID	$1,350.00		
	Brand		Primex		
Myers pumps or equal - 230V,3Phase - 40' lead					
1	4vx 30m4-23 - 4” non-clog pump 3 hp	$2,528.00	No Bid		
	Brand	Boesch			
2	4vx 50m4-23 - 4” non-clog pump 5 hp	NO BID	No Bid		
	Brand				
3	4vx 75ma-23 - 4” non-clog pump 7.5 hp	NO BID	No Bid		
	Brand				
4	4vx 100ma-23- 4” non-clog pump 10 hp	NO BID	No Bid		
	Brand				

5	4vx 150ma-23- 4” non-clog pump 15 hp	NO BID	No Bid		
	Brand				
6	4vx 200ma-23- 4” non-clog pump 20 hp	NO BID	No Bid		
	Brand				
Submersible pumps -					
1	3 hp with 4” discharge	NO BID	$5,650.00		
	Brand		Wilo		
2	5 hp with 4” discharge	NO BID	$5,650.00		
	Brand		Wilo		
3	7.5 hp with 4” discharge	NO BID	$5,800.00		
	Brand		Wilo		
4	10 hp with 4” discharge	NO BID	$6,350.00		
	Brand		Wilo		
5	15 hp with 4” discharge	NO BID	$6,941.00		
	Brand		Wilo		
6	20 hp with 4” discharge	NO BID	$10,412.00		
	Brand		Wilo		

Memorandum

To: Mayor and Members of the City Council

From: Jessica Versiga, Purchasing Agent

Date: 12/4/2025

Re: **Term Contract Group P – Street Marking Signs**

The Purchasing Department has reviewed the bids received on the above referenced group and recommend acceptance of the lowest and best bids as indicated by the highlighted and designated areas in each column. I have attached the tabulation sheet for your review and approval.

Thank you for your consideration.

Purchasing Department | P.O. Box 1780 | Gulfport, MS 39502
1422 23rd Avenue | Gulfport, MS 39501
P: 228.868.5705 | E: purchasing@gulfport-ms.gov | www.gulfport-ms.gov

Group P - Street Marking Signs

Contract Period 0-01-2026 through 12-31-2026

Renewable Option 01-01-2027 through 12-31-2027

			CPC	Vulcan
A.	**U- channel posts (Galvanized)**			
1	U-Channel 50, 12 ft. 3 Wt. per foot	**Units per bundle**	50	50
		Weight per bundle	1800	1926
		Price per bundle	$2,800.00	$2,562.00
2	Caps for U-Channel post for extruded street name	**Each**	$26.00	$6.17
	(die cast aluminum) 5 ¼", #914X-0l90 or equal	**Item #**	RPB91UXOL90	
3	U-Channel cap 180º 12" for extruded blades w/set	**Each**	$34.00	$13.57
		Item #	RPB412UXU180	
4	U-Channel cap 90º 12" for extruded blades w/set s	**Each**	$34.00	$13.57
		Item #	RPB412UXOL90	
5	90º crosspiece 12" w/set screws	**Each**	$34.00	$15.30
		Item #	RPB412CX	
6	Crosses for extruded street name blanks	**Each**	$26.00	$6.87
	(die cast aluminum) 5 ¼", #X990X	**Item #**	RPB99OX	
B.	**Aluminum sign blanks .080 Gage**			
1	30" Octagon	**Each**	$51.90	$24.30
		Item #	.080	
2	36" Octagon	**Each**	$118.63	$34.29
		Item #	.080	
3	12 x 8	**Each**	$28.31	$3.14

Group P - Street Marking Signs

Contract Period 0-01-2026 through 12-31-2026

Renewable Option 01-01-2027 through 12-31-2027

			CPC	Vulcan
		Item #	.080	
4	12 x 18	Each	$27.47	$6.05
		Item #	.080	
5	18" Square	Each	$30.39	$9.06
		Item #	.080	
6	24" Squ or Dia	Each	$38.55	$15.92
		Item #	.080	
7	36" Triangle	Each	$42.24	$17.65
		Item #	.080	
8	36" Squ or Dia	Each	$114.95	$36.27
		Item #	.080	
9	48" Squ or Dia	Each	$190.90	$63.07
		Item #	.080	
10	24" Pentagon	Each	$38.55	$15.95
		Item #	.080	
11	36" Pentagon	Each	$114.95	$34.53
		Item #	.080	
12	6 x 24	Each	$24.72	$4.94
		Item #	.080	
13	8 x24	Each	$26.75	$6.01
		Item #	.080	
14	10 x 24	Each	$28.46	$7.31
		Item #	.080	

			CPC	Vulcan
	Group P - Street Marking Signs			
	Contract Period 0-01-2026 through 12-31-2026			
	Renewable Option 01-01-2027 through 12-31-2027			
15	12 x 6	**Each**	$22.00	$2.57
		Item #	.080	
16	48 x 18	**Each**	$48.14	$24.19
		Item #	.080	
17	48 x 24	**Each**	$57.76	$31.97
		Item #	.080	
18	48 x 30	**Each**	$119.70	$39.75
		Item #	.080	
19	36 x 36	**Each**	$114.95	$36.27
		Item #	.080	
20	30" Squ or Dia	**Each**	$49.31	$25.41
		Item #	.080	
21	18 x 24/24 x 18	**Each**	$33.76	$11.94
		Item #	.080	
22	24 x 12	**Each**	$29.68	$7.96
		Item #	.080	
23	24 x 30/30 x 24	**Each**	$43.31	$20.33
		Item #	.080	
24	24 x 36	**Each**	$48.14	$24.47
		Item #	.080	
25	30 x 36	**Each**	$55.38	$30.37
		Item #	.080	
26	36 x 12	**Each**	$33.76	$12.08

Group P - Street Marking Signs Contract Period 0-01-2026 through 12-31-2026 Renewable Option 01-01-2027 through 12-31-2027			CPC	Vulcan
		Item #	.080	
27	30" circle blanks	Each	$49.31	$25.41
		Item #	.080	
28	36” circle blanks	Each	$114.95	$36.27
		Item #	.080	
C.	**Overhead Street Names**			
29	20 x 48	Each	No Bid	$26.79
		Item#		
30	20 x 52	Each	No Bid	$33.57
		Item#		
31	20 x 60	Each	No Bid	$32.08
		Item#		
32	20 x 72	Each	No Bid	$37.76
		Item#		
D.	**Extruded blanks - double sided**			
1	6 x 20	Each	$32.65	$9.24
		Item #	.090w3930	
2	6 x 24	Each	$34.90	$10.42
		Item #	.090w3930	
3	6 x 30	Each	$38.63	$13.01
		Item #	.090w3930	
4	6 x 36	Each	$43.00	$15.27
		Item #	.090w3930	

Group P - Street Marking Signs Contract Period 0-01-2026 through 12-31-2026 Renewable Option 01-01-2027 through 12-31-2027				
			CPC	**Vulcan**
5	9 x 20	**Each**	$40.78	$12.01
		Item #	.090w3930	
6	9 x 24	**Each**	$40.78	$13.82
		Item #	.090w3930	
7	9 x 30	**Each**	$46.17	$17.45
		Item #	.090w3930	
8	9 x 36	**Each**	$51.59	$20.40
		Item #	.090w3930	
9	9 x 42	**Each**	$56.98	$23.94
		Item #	.090w3930	
E.	**Traffic Faces**			
	Sizes	**Quantities**		
1	6 x 24	**1-9**	No Bid	$2.07
		10-24	No Bid	$2.07
		25-40	No Bid	$2.07
		50+	No Bid	$2.07
2	12 x 8	**1-9**	No Bid	$1.36
		10-24	No Bid	$1.36
		25-40	No Bid	$1.36
		50+	No Bid	$1.36
3	12 x 18	**1-9**	No Bid	$3.10
		10-24	No Bid	$3.10
		25-40	No Bid	$3.10

Group P - Street Marking Signs Contract Period 0-01-2026 through 12-31-2026 Renewable Option 01-01-2027 through 12-31-2027				
			CPC	**Vulcan**
		50+	$7.66	$3.10
4	12 x 36	**1-9**	No Bid	$6.21
		10-24	No Bid	$6.21
		25-40	No Bid	$6.21
		50+	$61.93	$6.21
5	24 x 8	**1-9**	No Bid	$2.75
		10-24	No Bid	$2.75
		25-40	No Bid	$2.75
		50+	$6.27	$2.75
6	24 x 10	**1-9**	No Bid	$3.43
		10-24	No Bid	$3.43
		25-40	No Bid	$3.43
		50+	$7.83	$3.43
7	24 x 12	**1-9**	No Bid	$4.14
		10-24	No Bid	$4.14
		25-40	No Bid	$4.14
		50+	$9.02	$4.14
8	18 x 18	**1-9**	No Bid	$4.65
		10-24	No Bid	$4.65
		25-40	No Bid	$4.65
		50+	$10.03	$4.65
9	18 x 24	**1-9**	No Bid	$6.21
		10-24	No Bid	$6.21

Group P - Street Marking Signs Contract Period 0-01-2026 through 12-31-2026 Renewable Option 01-01-2027 through 12-31-2027				
			CPC	**Vulcan**
		25-40	No Bid	$6.21
		50+	$11.38	$6.21
10	24 x 24	**1-9**	No Bid	$8.28
		10-24	No Bid	$8.28
		25-40	No Bid	$8.28
		50+	$18.48	$8.28
11	24 x 30	**1-9**	No Bid	$10.35
		10-24	No Bid	$10.35
		25-40	No Bid	$10.35
		50+	$20.98	$10.35
12	48 x 30	**1-9**	No Bid	$20.70
		10-24	No Bid	$20.70
		25-40	No Bid	$20.70
		50+	$35.71	$20.70
13	30 x 30	**1-9**	No Bid	$12.93
		10-24	No Bid	$12.93
		25-40	No Bid	$12.93
		50+	$22.37	$12.93
14	30 x 36	**1-9**	No Bid	$15.52
		10-24	No Bid	$15.52
		25-40	No Bid	$15.52
		50+	$26.80	$15.52
15	48 x 24	**1-9**	No Bid	$16.56

Group P - Street Marking Signs Contract Period 0-01-2026 through 12-31-2026 Renewable Option 01-01-2027 through 12-31-2027				
			CPC	**Vulcan**
		10-24	No Bid	$16.56
		25-40	No Bid	$16.56
		50+	$28.60	$16.56
16	36 x 36	**1-9**	No Bid	$18.63
		10-24	No Bid	$18.63
		25-40	No Bid	$18.63
		50+	$33.33	$18.63
17	48 x 48	**1-9**	No Bid	$33.12
		10-24	No Bid	$33.12
		25-40	No Bid	$33.12
		50+	$57.06	$33.12
18	12 x 6	**1-9**	No Bid	$1.03
		10-24	No Bid	$1.03
		25-40	No Bid	$1.03
		50+	$3.57	$1.03
19	24 x 6	**1-9**	No Bid	$2.07
		10-24	No Bid	$2.07
		25-40	No Bid	$2.07
		50+	$7.17	$2.07
20	36" circular	**1-9**	No Bid	$18.63
		10-24	No Bid	$18.63
		25-40	No Bid	$18.63
		50+	$33.33	$18.63

Group P - Street Marking Signs Contract Period 0-01-2026 through 12-31-2026 Renewable Option 01-01-2027 through 12-31-2027				
			CPC	**Vulcan**
21	30" octagon	**1-9**	No Bid	$12.93
		10-24	No Bid	$12.93
		25-40	No Bid	$12.93
		50+	$21.77	$12.93
22	36" octagon	**1-9**	No Bid	$18.63
		10-24	No Bid	$18.63
		25-40	No Bid	$18.63
		50+	$33.33	$18.63
23	36" triangle	**1-9**	No Bid	$8.45
		10-24	No Bid	$8.45
		25-40	No Bid	$8.45
		50+	$17.58	$8.45
24	36" pentagon	**1-9**	No Bid	$18.63
		10-24	No Bid	$18.63
		25-40	No Bid	$18.63
		50+	$33.33	$18.63
	Trail blazer & City entrance faces			
25	30 x 18	**1-9**	No Bid	$7.76
		10-24	No Bid	$7.76
		25-40	No Bid	$7.76
		50+	$42.00	$7.76
F.	**Traffic Faces FYG -- School**			
26	42 x 6	**1-9**	No Bid	$6.84

Group P - Street Marking Signs Contract Period 0-01-2026 through 12-31-2026 Renewable Option 01-01-2027 through 12-31-2027				
			CPC	**Vulcan**
		10-24	No Bid	$6.84
		25-40	No Bid	$6.84
		50+	$22.50	$6.84
27	24 x 8	**1-9**	No Bid	$5.20
		10-24	No Bid	$5.20
		25-40	No Bid	$5.20
		50+	$12.70	$5.20
28	24 x 10	**1-9**	No Bid	$6.49
		10-24	No Bid	$6.49
		25-40	No Bid	$6.49
		50+	$15.91	$6.49
29	24 x 12	**1-9**	No Bid	$7.82
		10-24	No Bid	$7.82
		25-40	No Bid	$7.82
		50+	$18.44	$7.82
30	30 x 18	**1-9**	No Bid	$14.66
		10-24	No Bid	$14.66
		25-40	No Bid	$14.66
		50+	$32.25	$14.66
31	48 x 24	**1-9**	No Bid	$31.28
		10-24	No Bid	$31.28
		25-40	No Bid	$31.28
		50+	$65.82	$31.28

Group P - Street Marking Signs

Contract Period 0-01-2026 through 12-31-2026

Renewable Option 01-01-2027 through 12-31-2027

			CPC	Vulcan
32	36" Pentagon	**1-9**	No Bid	$35.19
		10-24	No Bid	$35.19
		25-40	No Bid	$35.19
		50+	$75.13	$35.19
33	60 x 48	**1-9**	No Bid	$78.20
		10-24	No Bid	$78.20
		25-40	No Bid	$78.20
		50+	$164.41	$78.20
G.	**Barricade Sheeting Rolls**			
	Orange & White High Intensity	**Per Roll**	$300.00	$467.00
1	8" x 50 yd.	**Item #**	333 Series	
H.	**Diamond grade pressure sensitive sheeting rolls 3M or equal**			
1	White	**Per Roll Each**	No Bid	$287.00
	8" x 150'	**Item #**		
I.	**Decorative Poles**			
1	16’ round black sign post		No Bid	NO BID
2	Post top base round 3” OD		No Bid	NO BID
3	Post base round 3” OD black		$73.26	NO BID
4	Round breakaway anchor v lock kit		$159.59	NO BID
5	SS bracket plus 4 for poles more than 4” OD		$23.17	NO BID
6	Snap lock hose clamp assembly 38”L/Post up to 12.25” OD		$28.70	NO BID

Group P - Street Marking Signs				
Contract Period 0-01-2026 through 12-31-2026				
Renewable Option 01-01-2027 through 12-31-2027				
			CPC	**Vulcan**
7	Bracket ornate universal mount 30” / dogwood / lemon drop / black		$106.86	NO BID
8	Bare blank (Ridgeland) 30” bent lip		$63.05	NO BID
9	Post top finial 3” OD round #9516 Spear / Slipover / Black		$72.97	NO BID
J.	**Sheeting for In-House Sign Printing *Must be Avery Dennison Brand***			
1	T1500 Sheeting – White	36” x 50 yds	No Bid	$499.50
2	T1500 Sheeting – White	48” x 50 yds	No Bid	$667.00
3	T6500 Sheeting – White	36” x 50 yds	No Bid	$603.00
4	T6500 Sheeting – White	48” x 50 yds	No Bid	$804.00
5	T7513 Sheeting – Yellow/Green	48” x 50 yds	No Bid	$1,626.00
6	T7513 Sheeting – Yellow/Green	36” x 50 yds	No Bid	$1,219.50
7	T6501 Sheeting – Yellow	48” x 50 yds	No Bid	$804.00
8	T6501 Sheeting – Yellow	36” x 50 yds	No Bid	$603.00
9	T6504 Sheeting – Orange	48” x 50 yds	No Bid	$804.00
10	T6504 Sheeting – Orange	36” x 50 yds	No Bid	$603.00
11	OL1000 Sheeting Anti-Graffiti	48” x 50 yds	No Bid	$768.00
12	OL1000 Sheeting Anti-Graffiti	36” x 50 yds	No Bid	$576.00
K.	**Ink for In-House Sign Printing *Must be Avery Dennison Brand***			
1	Red Ink – 1000 ML Bag	Item No. 999908-B27NA	No Bid	$343.53
2	Green Ink – 1000 ML Bag	Item No. 999903-B27NA	No Bid	$343.53

Group P - Street Marking Signs Contract Period 0-01-2026 through 12-31-2026 Renewable Option 01-01-2027 through 12-31-2027				
			CPC	**Vulcan**
3	Black Ink – 1000 ML Bag	Item No. 999902-B27NA	No Bid	$343.53
4	Blue Ink – 1000 ML Bag	Item No. 999905-N27NA	No Bid	$343.53
5	Yellow Ink – 1000 ML Bag	Item No. 999901-B27NA	No Bid	$343.53
6	Magenta Ink – 1000 ML Bag	Item No. 999909-B27NA	No Bid	$343.53
L.	**Miscellaneous Materials for In-House Sign Printing**			
1	Lint Free Swabs (25/Pack)	Item No. 998333	No Bid	$46.15
2	Flush (1000 ML Bag)	Item No. 9999900-B27NA	No Bid	$199.73
M.	**Anti Graffti Protective Overlay Film**			
1	OL-1000 UV 36"x 50 yards		No Bid	$576.00
2	OL-1000 UV 48"x 50 yards		No Bid	$768.00
N.	**Vinyl Sheeting**			
1	MPI2920 Matte Perm SF 36" x 50 yards		No Bid	$328.84
2	MPI2920 Matte Perm SF 48" x 50 yards		No Bid	$328.84

Memorandum

To: Mayor and Members of the City Council

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

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

Date: December 5, 2025

Re: **Recommendation to Award Construction Engineering & Inspection Agreement**
– Garver
– Northwood Hills Water Main Replacement Project, Phase 1

Attached for your consideration is the Construction Engineering & Inspection (CE&I) Agreement for the referenced project in the amount of $205,025.00.

This project will replace about 2 ½ miles of small diameter tranzite water line with 8 inch PVC water line in Northwood Hills along Parkwood Dr west of Depew Rd as well as 12 cul-de-sac streets. In addition, fire hydrants will be installed on the new 8 inch water lines to provide improved fire protection. The cost of construction for this project is funded by an EPA earmark grant and City Water and Sewer funds.

I recommend awarding the CE&I agreement to Garver.

Attachments:

- Letter from Shawn Wozencraft, PE, dated 12/3/2025
- Agreement

2510 14th Street
Suite 910
Gulfport, MS 39501

www.GarverUSA.com

December 3, 2025

Jeremy Harrison, P.E.
Director
Department of Engineering
City of Gulfport

Re: Northwood Hills Waterline Replacement – CE&I Services

Jeremy,

Please find enclosed the partially executed Agreement for Professional Services for the above referenced project. The detailed Scope, Compensation Schedule, and Schedule of Insurance are included as exhibits to the Agreement. We appreciate the opportunity to work with the City and look forward to supporting the success of this project. I will be present at the December 16 council meeting, as required.

Please let me know if you need any additional information prior to the meeting.

Thank you,

Shawn Wozencraft, P.E.
Project Manager
Garver
228-233-9669

Agreement
For
Professional Services

City of Gulfport

Northwood Hills Water Main Replacement
CE&I

Project No. 25022025

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THIS PROFESSIONAL SERVICES AGREEMENT ("**Agreement**") is made as of the Effective Date by and between the **City of Gulfport** (hereinafter referred to as "**Owner**"), and **Garver, LLC** (hereinafter referred to as "**Garver**"). Owner and Garver may individually be referred to herein after as a "**Party**" and/or "**Parties**" respectively.

RECITALS

WHEREAS, Owner intends to install a new 8-inch water main in the Northwood Hills subdivision (the **"Project"**).

WHEREAS, Garver will provide professional Construction Engineering & Inspections Services related to the Project as further described herein.

NOW THEREFORE, in consideration of the mutual covenants herein contained and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

1. DEFINITIONS

In addition to other defined terms used throughout this Agreement, when used herein, the following capitalized terms have the meaning specified in this Section:

"Effective Date" means the date last set forth in the signature lines below.

"Damages" means any and all damages, liabilities, or costs (including reasonable attorneys' fees recoverable under applicable law).

"Hazardous Materials" means any substance that, under applicable law, is considered to be hazardous or toxic or is or may be required to be remediated, including: (i) any petroleum or petroleum products, radioactive materials, asbestos in any form that is or could become friable, (ii) any chemicals, materials or substances which are now or hereafter become defined as or included in the definition of "hazardous substances," "hazardous wastes," "hazardous materials," "extremely hazardous wastes," "restricted hazardous wastes," "toxic substances," "toxic pollutants," or any words of similar import pursuant to applicable law; or (iii) any other chemical, material, substance or waste, exposure to which is now or hereafter prohibited, limited or regulated by any governmental instrumentality, or which may be the subject of liability for damages, costs or remediation.

"Personnel" means affiliates, directors, officers, partners, members, employees, and agents.

2. SCOPE OF SERVICES

2.1. Services. Owner hereby engages Garver to perform the scope of service described in Exhibit A attached hereto ("**Services**"). Execution of this Agreement by Owner constitutes Owner's written authorization to proceed with the Services. In consideration for such Services, Owner agrees to pay Garver in accordance with Section 3 below.

3. PAYMENT

3.1. Fee. For the Services described under Section 2.1, Owner will pay Garver in accordance with this Section 3 and Exhibit B. Owner represents that funding sources are in place with the available funds necessary to pay Garver in accordance with the terms of this Agreement.

3.2. Invoicing Statements. Garver shall invoice Owner on a monthly basis. Such invoice shall include supporting documentation reasonably necessary for Owner to know with reasonable certainty the proportion of Services accomplished. The Owner's terms and conditions set forth in a purchase order (or any similar document) are expressly rejected.

3.3. Payment.

3.3.1. Due Date. Owner shall pay Garver all undisputed amounts within thirty (30) days after receipt of an invoice. Owner shall provide notice in writing of any portion of an invoice that is disputed in good faith within fifteen (15) days of receipt of an invoice. Garver shall promptly work to resolve any and all items identified by Owner relating to the disputed invoice. All disputed portions shall be paid promptly upon resolution of the underlying dispute.

3.3.2. If any undisputed payment due Garver under this Agreement is not received within forty-five (45) days from the date of an invoice, Garver may elect to suspend Services under this Agreement without penalty.

3.3.3. Payments due and owing that are not received within thirty (30) days of an invoice date will be subject to interest at the lesser of a one percent (1%) monthly interest charge (compounded) or the highest interest rate permitted by applicable law.

4. AMENDMENTS

4.1. Amendments. Garver shall be entitled to an equitable adjustment in the cost and/or schedule for circumstances outside the reasonable control of Garver, including modifications in the scope of Services, applicable law, codes, or standards after the Effective Date ("**Amendment**"). As soon as reasonably possible, Garver shall forward a formal Amendment, in the form set forth in Exhibit D, to Owner with backup supporting the Amendment. All Amendments should include, to the extent known and available under the circumstances, documentation sufficient to enable Owner to determine: (i) the factors necessitating the possibility of a change; (ii) the impact which the change is likely to have on the cost to perform the Services; and (iii) the impact which the change is likely to have on the schedule. All Amendments shall be effective only after being signed by the designated representatives of both Parties. Garver shall have no obligation to perform any additional services created by such Amendment until a mutually agreeable Amendment is executed by both Parties.

5. OWNER'S RESPONSIBILITIES

5.1. In connection with the Project, Owner's responsibilities shall include the following:

5.1.1. Those responsibilities set forth in Exhibit A.

5.1.2. Owner shall be responsible for all requirements and instructions that it furnishes to Garver pursuant to this Agreement, and for the accuracy and completeness of all programs, reports, data, and other information furnished by Owner to Garver pursuant to this

Agreement. Garver may use and rely upon such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement, subject to any express limitations or reservations applicable to the furnished items as further set forth in Exhibit A.

5.1.3. Owner shall give prompt written notice to Garver whenever Owner observes or otherwise becomes aware of the presence at the Project site of any Hazardous Materials or any relevant, material defect, or nonconformance in: (i) the Services; (ii) the performance by any contractor providing or otherwise performing construction services related to the Project; or (iii) Owner's performance of its responsibilities under this Agreement.

5.1.4. Owner shall include "Garver, LLC" as an indemnified party under the contractor's indemnity obligations included in the construction contract documents.

5.1.5. Owner will not directly or indirectly solicit any of Garver's Personnel during performance of this Agreement and for a period of one (1) year beyond completion of this Agreement.

6. GENERAL REQUIREMENTS

6.1. Standards of Performance.

6.1.1. Industry Practice. Garver shall perform any and all Services required herein in accordance with generally accepted practices and standards employed by the applicable United States professional services industries as of the Effective Date practicing under similar conditions and locale. Such generally accepted practices and standards are not intended to be limited to the optimum practices, methods, techniques, or standards to the exclusion of all others, but rather to a spectrum of reasonable and prudent practices employed by the United States professional services industry.

6.1.2. Owner shall not be responsible for discovering deficiencies in the technical accuracy of Garver's services. Garver shall promptly correct deficiencies in technical accuracy without the need for an Amendment unless such corrective action is directly attributable to deficiencies in Owner-furnished information.

6.1.3. On-site Services. Garver and its representatives shall comply with Owner's and its separate contractor's Project-specific safety programs, which have been provided to Garver in writing in advance of any site visits.

6.1.4. Relied Upon Information. Garver may use or rely upon design elements and information ordinarily or customarily furnished by others including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.

6.1.5. Aside from Garver's direct subconsultants, Garver shall not at any time supervise, direct, control, or have authority over any contractor's work, nor shall Garver have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any such contractor, or the safety precautions and programs incident thereto, for security or safety at the Project site, nor for any failure of a contractor to comply with laws and regulations applicable to that contractor's services. Garver shall not be responsible for the acts or omissions of any contractor for whom it does not have a direct contract. Garver neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform

its work in accordance with the construction contract documents applicable to the contractor's work, even when Garver is performing construction phase services.

6.1.6. In no event is Garver acting as a "municipal advisor" as set forth in the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission. Garver's Services expressly do not include providing advice pertaining to insurance, legal, finance, surety-bonding, or similar services.

6.2. Instruments of Service.

6.2.1. Deliverables. All reports, specifications, record drawings, models, data, and all other information provided by Garver or its subconsultants, which is required to be delivered to Owner under Exhibit A (the "**Deliverables**"), shall become the property of Owner subject to the terms and conditions stated herein.

6.2.2. Electronic Media. Owner hereby agrees that all electronic media, including CADD files ("**Electronic Media**"), are tools used solely for the preparation of the Deliverables. Upon Owner's written request, Garver will furnish to Owner copies of Electronic Media to the extent included as part of the Services. In the event of an inconsistency or conflict in the content between the Deliverables and the Electronic Media, however, the Deliverables shall take precedence in all respects. Electronic Media is furnished without guarantee of compatibility with the Owner's software or hardware. Because Electronic Media can be altered, either intentionally or unintentionally, by transcription, machine error, environmental factors, or by operators, it is agreed that, to the extent permitted by applicable law, Owner shall indemnify and hold Garver, Garver's subconsultants, and their Personnel harmless from and against any and all claims, liabilities, damages, losses, and costs, including, but not limited to, costs of defense arising out of changes or modifications to the Electronic Media form in Owner's possession or released to others by Owner. Garver's sole responsibility and liability for Electronic Media is to furnish a replacement for any non-functioning Electronic Media for reasons solely attributable to Garver within thirty (30) days after delivery to Owner.

6.2.3. Property Rights. All intellectual property rights of a Party, including copyright, patent, and reuse ("**Intellectual Property**"), shall remain the Intellectual Property of that Party. Garver shall obtain all necessary Intellectual Property from any necessary third parties in order to execute the Services. Any Intellectual Property of Garver or any third party embedded in the Deliverables shall remain so imbedded and may not be separated therefrom.

6.2.4. License. Upon Owner fulfilling its payment obligations under this Agreement, Garver hereby grants Owner a license to use the Intellectual Property, but only in the operation and maintenance of the Project for which it was provided. Use of such Intellectual Property for modification, extension, or expansion of this Project or on any other project, unless under the direction of Garver, shall be without liability to Garver and Garver's subconsultants. To the extent permitted by applicable law, Owner shall indemnify and hold Garver, Garver's subconsultants, and their Personnel harmless from and against any and all claims, liabilities, damages, losses, and costs, including but not limited to costs of defense arising out of Owner's use of the Intellectual Property contrary to the rights permitted herein.

6.3. Not Used

6.4. Not Used

6.5. Not Used

6.6. Hazardous Materials. Nothing in this Agreement shall be construed or interpreted as requiring Garver to assume any role in the identification, evaluation, treatment, storage, disposal, or transportation of any Hazardous Materials. Notwithstanding any other provision to the contrary in this Agreement and to the fullest extent permitted by law, Owner shall indemnify and hold Garver and Garver's subconsultants, and their Personnel harmless from and against any and all losses which arise out of the performance of the Services and relating to the regulation and/or protection of the environment including without limitation, losses incurred in connection with characterization, handling, transportation, storage, removal, remediation, disturbance, or disposal of Hazardous Material, whether above or below ground.

6.7. Confidentiality. Owner and Garver shall consider: (i) all information provided by the other Party that is marked as "Confidential Information" or "Proprietary Information" or identified as confidential pursuant to this Section 6.7 in writing promptly after being disclosed verbally; and (ii) all documents resulting from Garver's performance of Services to be Confidential Information. Except as legally required, Confidential Information shall not be discussed with or transmitted to any third parties, except on a "need to know basis" with equal or greater confidentiality protection or written consent of the disclosing Party. Confidential Information shall not include and nothing herein shall limit either Party's right to disclose any information provided hereunder which: (i) was or becomes generally available to the public, other than as a result of a disclosure by the receiving Party or its Personnel; (ii) was or becomes available to the receiving Party or its representatives on a non-confidential basis, provided that the source of the information is not bound by a confidentiality agreement or otherwise prohibited from transmitting such information by a contractual, legal, or fiduciary duty; (iii) was independently developed by the receiving Party without the use of any Confidential Information of the disclosing Party; or (iv) is required to be disclosed by applicable law or a court order. All confidentiality obligations hereunder shall expire three (3) years after completion of the Services. Nothing herein shall be interpreted as prohibiting Garver from disclosing general information regarding the Project for future marketing purposes.

7. INSURANCE

7.1. Insurance.

7.1.1. Garver shall procure and maintain insurance as set forth in Exhibit C until completion of the Service. Upon request, Garver shall name Owner as an additional insured on Garver's General Liability policy to the extent of Garver's indemnity obligations provided in Section 9 of this Agreement.

7.1.2. Upon request, Garver shall furnish Owner a certificate of insurance evidencing the insurance coverages required in Exhibit C.

8. DOCUMENTS

8.1. Audit. Garver will retain all pertinent records for a period of three (3) years beyond completion of the Services. Owner may have access to such records during normal business hours with three (3) business days advanced written notice. In no event shall Owner be entitled to audit the makeup of lump sum or other fixed prices (e.g., agreed upon unit or hour rates).

8.2. Delivery. After completion of the Project, and prior to final payment, Garver shall deliver to the Owner all Deliverables required under Exhibit A.

9. INDEMNIFICATION / WAIVERS

9.1. Indemnification.

9.1.1. Garver Indemnity. Subject to the limitations of liability set forth in Section 9.2, Garver agrees to indemnify and hold Owner, and Owner's Personnel harmless from Damages due to bodily injury (including death) or third-party tangible property damage to the extent such Damages are caused by the negligent acts, errors, or omissions of Garver or any other party for whom Garver is legally liable, in the performance of the Services under this Agreement.

9.1.2. Owner Indemnity. Subject to the limitations of liability set forth in Section 9.2, Owner agrees to indemnify and hold Garver and Garver's subconsultants and their Personnel harmless from Damages due to bodily injury (including death) or third-party tangible property damage to the extent caused by the negligent acts, errors, or omissions of Owner or any other party for whom Owner is legally liable, in the performance of Owner's obligations under this Agreement.

9.1.3. In the event claims or Damages are found to be caused by the joint or concurrent negligence of Garver and the Owner, they shall be borne by each Party in proportion to its own negligence.

9.2. Waivers. Notwithstanding any other provision to the contrary, the Parties agree as follows:

9.2.1. The Parties agree that any claim or suit for Damages made or filed against the other Party will be made or filed solely against Garver or Owner respectively, or their successors or assigns, and that no Personnel shall be personally liable for Damages under any circumstances.

9.2.2. Mutual Waiver. To the fullest extent permitted by law, neither Owner, Garver, nor their respective Personnel shall be liable for any consequential, special, incidental, indirect, punitive, or exemplary damages, or damages arising from or in connection with loss of use, loss of revenue or profit (actual or anticipated), loss by reason of shutdown or non-operation, increased cost of construction, cost of capital, cost of replacement power or customer claims, and Owner hereby releases Garver, and Garver releases Owner, from any such liability.

9.2.3. Limitation. In recognition of the relative risks and benefits of the Project to both the Owner and Garver, Owner hereby agrees that Garver's and its Personnel's total liability under the Agreement shall be limited to one hundred percent (100%) of Garver's fee set forth in Exhibit B.

9.2.4. No Other Warranties. No other warranties or causes of action of any kind, whether statutory, express or implied (including all warranties of merchantability and fitness for a particular purpose and all warranties arising from course of dealing or usage of trade) shall apply. Owner's exclusive remedies and Garver's only obligations arising out of or in connection with defective Services (patent, latent or otherwise), whether based in contract, in tort (including negligence and strict liability), or otherwise, shall be those stated in the Agreement.

9.2.5. The limitations set forth in Section 9.2 apply regardless of whether the claim is based in contract, tort, or negligence including gross negligence, strict liability, warranty, indemnity, error and omission, or any other cause whatsoever.

10. DISPUTE RESOLUTION

10.1. Any controversy or claim ("**Dispute**") arising out of or relating to this Agreement or the breach thereof shall be resolved in accordance with the following:

10.1.1. Any Dispute that cannot be resolved by the project managers of Owner and Garver may, at the request of either Party, be referred to the senior management of each Party. If the senior management of the Parties cannot resolve the Dispute within thirty (30) days after such request for referral, then either Party may request mediation. If both Parties agree to mediation, it shall be scheduled at a mutually agreeable time and place with a mediator agreed to by the Parties. Should mediation fail, should either Party refuse to participate in mediation, or should the scheduling of mediation be impractical, either Party may file for arbitration in lieu of litigation.

10.1.2. Arbitration of the Dispute shall be administered by the American Arbitration Association ("**AAA**") in accordance with its Construction Industry Arbitration Rules. EACH PARTY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAWS, ANY AND ALL RIGHT TO TRIAL BY JURY. The arbitration shall be conducted by a single arbitrator, agreed to by the Parties. In no event may a demand for arbitration

be made if the institution of legal or equitable proceedings based on such dispute is barred by the applicable statute of limitations.

10.1.3. The site of the arbitration shall be Gulfport, Mississippi. Each Party hereby consents to the jurisdiction of the federal and state courts within whose district the site of arbitration is located for purposes of enforcement of this arbitration provision, for provisional relief in aid of arbitration, and for enforcement of any award issued by the arbitrator.

10.1.4. To avoid multiple proceedings and the possibility of inconsistent results, either Party may seek to join third parties with an interest in the outcome of the arbitration or to consolidate arbitration under this Agreement with another arbitration. Within thirty (30) days of receiving written notice of such a joinder or consolidation, the other Party may object. In the event of such an objection, the arbitrator shall decide whether the third party may be joined and/or whether the arbitrations may be consolidated. The arbitrator shall consider whether any entity will suffer prejudice as a result of or denial of the proposed joinder or consolidation, whether the Parties may achieve complete relief in the absence of the proposed joinder or consolidation, and any other factors which the arbitrators conclude should factor on the decision.

10.1.5. The arbitrator shall have no authority to award punitive damages. Any award, order or judgment pursuant to the arbitration is final and may be entered and enforced in any court of competent jurisdiction.

10.1.6. The prevailing Party shall be entitled to recover its attorneys' fees, costs, and expenses, including arbitrator fees and costs and AAA fees and costs.

10.1.7. The foregoing arbitration provisions shall be final and binding, construed and enforced in accordance with the Federal Arbitration Act, notwithstanding the provisions of this Agreement specifying the application of other law. Pending resolution of any Dispute, unless the Agreement is otherwise terminated, Garver shall continue to perform the Services under this Agreement that are not the subject of the Dispute, and Owner shall continue to make all payments required under this Agreement that are not the subject of the Dispute.

10.1.8. Owner and Garver further agree to use commercially reasonable efforts to include a similar dispute resolution provision in all agreements with independent contractors and subconsultants retained for the Project.

10.2. Litigation Assistance. This Agreement does not include costs of Garver for required or requested assistance to support, prepare, document, bring, defend, or assist in litigation undertaken or defended by Owner, unless litigation assistance has been expressly included as part of Services. In the event Owner requests such services of Garver, this Agreement shall be amended in writing by both Owner and Garver to account for the additional services and resulting cost in accordance with Section 4.

11. TERMINATION

11.1. Termination for Convenience. Owner shall have the right at its sole discretion to terminate this Agreement for convenience at any time upon giving Garver ten (10) days' written notice. In the event of a termination for convenience, Garver shall bring any ongoing Services to an orderly cessation. Owner shall compensate Garver in accordance with Exhibit B for: (i) all Services performed and reasonable costs incurred by Garver on or before Garver's receipt of

the termination notice, including all outstanding and unpaid invoices, (ii) all costs reasonably incurred to bring such Services to an orderly cessation; and (iii) a cancellation fee equal to five percent (5%) of the value of the unperformed Services as a direct result of the termination.

11.2. Termination for Cause. This Agreement may be terminated by either Party in the event of failure by the other Party to perform any material obligation in accordance with the terms hereof. Prior to termination of this Agreement for cause, the terminating Party shall provide at least seven (7) business days written notice and a reasonable opportunity to cure to the non-performing Party. In all events of termination for cause due to an event of default by the Owner, Owner shall pay Garver for all Services properly performed prior to such termination in accordance with the terms, conditions and rates set forth in this Agreement.

11.3. Termination in the Event of Bankruptcy. Either Party may terminate this Agreement immediately upon notice to the other Party, and without incurring any liability, if the non-terminating Party has: (i) been adjudicated bankrupt; (ii) filed a voluntary petition in bankruptcy or had an involuntary petition filed against it in bankruptcy; (iii) made an assignment for the benefit of creditors; (iv) had a trustee or receiver appointed for it; (v) becomes insolvent; or (vi) any part of its property is put under receivership.

12. MISCELLANEOUS

12.1. Governing Law. This Agreement is governed by the laws of the State of Mississippi, without regard to its choice of law provisions.

12.2. Successors and Assigns. Owner and Garver each bind themselves and their successors, executors, administrators, and assigns of such other party, in respect to all covenants of this Agreement; neither Owner nor Garver shall assign, sublet, or transfer their interest in this Agreement without the written consent of the other, which shall not be unreasonably withheld or delayed.

12.3. Independent Contractor. Garver is and at all times shall be deemed an independent contractor in the performance of the Services under this Agreement.

12.4. No Third-Party Beneficiaries. Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than Owner and Garver. This Agreement does not contemplate any third-party beneficiaries.

12.5. Entire Agreement. This Agreement constitutes the entire agreement between Owner and Garver and supersedes all prior written or oral understandings and shall be interpreted as having been drafted by both Parties. This Agreement may be amended, supplemented, or modified only in writing by and executed by both Parties.

12.6. Severance. The illegality, unenforceability, or occurrence of any other event rendering a portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of the Agreement. Any void provision of this Agreement shall be construed and enforced as if the Agreement did not contain the particular portion or provision held to be void.

12.7. Counterpart Execution. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which taken together constitute one Agreement. Delivery of an executed counterpart of this Agreement by fax or transmitted

electronically in legible form, shall be equally effective as delivery of a manually executed counterpart of this Agreement.

13. EXHIBITS

13.1. The following Exhibits are attached to and made a part of this Agreement:

Exhibit A – Scope of Services
Exhibit B – Compensation Schedule
Exhibit C – Insurance

If there is an express conflict between the provisions of this Agreement and any Exhibit hereto, the terms of this Agreement shall take precedence over the conflicting provisions of the Exhibit.

Owner and Garver, by signing this Agreement, acknowledges that they have independently assured themselves and confirms that they individually have examined all Exhibits, and agrees that all of the aforesaid Exhibits shall be considered a part of this Agreement and agrees to be bound to the terms, provisions, and other requirements thereof, unless specifically excluded.

Acceptance of this proposed Agreement is indicated by an authorized agent of the Owner signing in the space provided below. Please return one signed original of this Agreement to Garver for our records.

[*Signatures follow*]

IN WITNESS WHEREOF, Owner and Garver have executed this Agreement effective as of the date last written below.

City of Gulfport	**Garver, LLC**
By: _____ *Signature*	By: _____ *Signature*
Name: _____ *Printed Name*	Name: Nick J. Altobelli *Printed Name*
Title: _____	Title: Senior Project Manager
Date: _____	Date: 11/25/2025
Attest: _____	Attest: _____

EXHIBIT A
(SCOPE OF SERVICES)

1. Project Overview

Garver shall provide Construction Engineering & Inspection (CEI) services for the Northwood Hills Water Main Replacement Project in accordance with the project's construction plans, specifications, applicable City of Gulfport standards, and all funding requirements. Services include construction engineering administration, field inspection, coordination with materials testing subconsultant, documentation necessary for grant compliance, and project closeout.

2. Scope of Services

2.1 Construction Engineering Administration

2.1.1 General Duties

- Serve as the City's primary point of contact with the Contractor for construction-related matters.
- Maintain project documentation consistent with City, State, and funding requirements.
- Monitor contractor compliance with the contract documents and funding requirements.
- Coordinate with City staff, utilities, and the public as needed.
- Maintain a project diary/log of significant activities, quantities, weather, contractor operations, and notable events.

2.1.2 Pre-Construction

- Attend pre-construction meeting.
- Review Contractor schedule, schedule of values, submittal schedule, and sequencing.
- Establish communication and documentation protocol with the City and Contractor.
- Coordinate with utility owners for known conflicts or special needs.

2.1.3 Submittals & RFIs

- Review and route shop drawings, submittals, and RFIs.
- Track outstanding submittals/RFIs.
- Issue clarifications/interpretations from designer or City.

2.1.4 Meetings

- Lead/attend progress meetings, utility meetings, or other coordination meetings.
- Prepare and distribute meeting agendas and minutes.

2.1.5 Change Management

- Evaluate changes proposed by the Contractor

- Provide recommendation to Owner with Change Order documentation provided by the Contractor.

2.1.6 Pay Applications

- Review monthly pay applications for accuracy and quantity verification.
- Verified stored materials, as applicable.
- Provide recommendation for approval/denial.

2.1.7 Final Documentation & Closeout

- Prepare final quantities and final pay estimate.
- Coordinate punchlist preparation and resolution.
- Compile closeout documentation including warranties, O&M manuals, and record drawings.
- Prepare final CEI report.

2.2 Resident Project Representative (RPR)

2.2.1 Pre-Construction

- Attend pre-construction meeting
- Review the Contractor's schedule, sequencing, traffic plans, and sediment and erosion plans for field feasibility.
- Assist with verifying existing site conditions and known utilities.

2.2.2 Submittals & RFIs

- Track the receipt of shop drawings, submittals, and samples delivered to the site.
- Notify Project Manager if work requiring an unapproved submittal is about to begin.
- Maintain organized field copies of current drawings, addenda, revisions, and approved submittals.

2.2.3 Field Observation

- Perform daily on-site observation of contractor operations for general conformance with Plans and Specs.
- Verify workmanship, materials, and equipment installed on the project.
- Document deficiencies and immediately notify the Project Manager.
- Observe materials testing performed by the testing subconsultant.
- Monitor restoration, traffic control, trench safety, and erosion control measures.
- Accompany regulatory inspectors and document findings.

2.2.4 Meetings

- Attend progress meetings with Contractor and City staff, as required.

2.2.5 Documentation & Recordkeeping

- Maintain daily inspection reports including:
  - Weather, manpower, and equipment
  - Work locations and activities
  - Safety issues or incidents
  - Quantities installed
  - Visitors
- Maintain photographic logs documenting progress and issues.
- Keep organized field files of test reports, submittals, sketches, and communications.

2.2.6 Pay Applications

- Measure and track installed quantities for payment.
- Provide quantity summaries and field verification to Project Manager.
- Verify stored materials when applicable.

2.2.7 Substantial and Final Completion

- Prepare an initial punchlist of field deficiencies.
- Participate in substantial/final completion inspections with Project Manager and City staff.
- Verify completion of all punchlist items.
- Provide final quantity verification for project closeout.

2.3 Materials Testing & Laboratory Services

2.3.1 General Duties

- Earthwork testing and observations
- Concrete testing and observations

2.4 Grant Management

2.4.1 General Duties

- Verify job site signage relevant to Davis Bacon Act
- Perform worker interviews at appropriate intervals to verify job classifications, duties performed, and wages paid align with certified payrolls.
- Review weekly certified payrolls from general contractor and subcontractors.
- Certify Davis Bacon Wage Act compliance at closeout.

3. Limitations of Authority

Garver, including its Resident Project Representative (RPR), construction administration staff, and all subconsultants, **shall not**:

1. Authorize deviations from the Contract Documents or permit substitutions of materials or equipment without written approval from the Owner.
2. Exceed the authority granted to the Owner or Garver under the Contract Documents.
3. Assume or perform the responsibilities of the Contractor, subcontractors, or the Contractor's superintendent.
4. Direct or control the Contractor's means, methods, techniques, sequences, procedures, or safety programs, except where specifically required by the Contract Documents.
5. Accept shop drawings, samples, or submittals from any party other than the Contractor.
6. Authorize occupancy or use of the Project, in whole or in part.

EXHIBIT B
(COMPENSATION SCHEDULE)

The maximum not to exceed cost to be paid under this Agreement is **$205,025.00**.

The Owner will pay Garver for each of Garver's personnel during the performance of these Services based on the City of Gulfport's Standard Hourly Rates Schedule. Notwithstanding the foregoing, Garver shall be entitled, in its sole discretion, to substitute a more qualified person with a less qualified person; provided however, in such event Garver shall only be entitled to payment at the lesser rate.

Expenses other than salary costs that are directly attributable to performance of our Services will be billed as follows:

1. Direct cost for travel, long distance and wireless communications, outside reproduction and presentation material preparation, and mail/courier expenses.
2. Charges similar to commercial rates for reports, plan sheets, presentation materials, etc.
3. The amount allowed by the federal government for mileage.

Garver shall provide Owner notice when Garver is within ten percent (10%) of the not-to-exceed amount. In which event, Owner may direct Garver to proceed with the Services up to the not-to-exceed budgetary threshold before ceasing performance of the Services or increase the not-to-exceed amount with notice to Garver. Underruns in any phase may be used to offset overruns in another phase as long as the overall Agreement amount is not exceeded. In no event shall the not-to-exceed amount be interpreted as a guarantee the Services can be performed for the not-to-exceed budgetary threshold.

Table 1:

CITY OF GULFPORT

STANDARD HOURLY RATES SCHEDULE

Position	Billing Rate
Principal Engineer (10 years of experience)	$ 238.00
Senior Engineer (5 years of experience)	$ 200.00
Professional Engineer	$ 157.00
Senior Project Manager (5 years of experience)	$ 183.00
Project Manager	$ 151.00
Professional Land Surveyor	$ 152.00
Survey Crew Chief	$ 108.00
Instrument Man	$ 78.00
Senior CAD Technician (5 years of experience)	$ 119.00
CAD Technician	$ 89.00
Clerical	$ 78.00
Resident Project Representative	$ 116.00
Engineering/Specification Technician	$ 88.00
Biologist	$ 125.00
Sub-Consultant Fee	Cost + 10%

EXHIBIT C
(INSURANCE)

Pursuant to Section 7.1 of the Agreement, Garver shall maintain the following schedule of insurance until completion of the Services:

Worker's Compensation	Statutory Limit
Automobile Liability	
Combined Single Limit (Bodily Injury and Property Damage)	$500,000
General Liability	
Each Occurrence	$1,000,000
Aggregate	$2,000,000
Professional Liability	
Each Claim Made	$1,000,000
Annual Aggregate	$2,000,000

Memorandum

To: Mayor Hugh Keating and Members of the City Council

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

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

Date: December 5, 2025

Re: **Recommendation to Approve 2025 Master Services Agreements**

Attached for your consideration is the 2025 Master Services Agreements for the following Engineering Firms:

1. Covington Civil & Environmental, LLC
2. Neel Schaffer
3. Brown Mitchell & Alexander, Inc.
4. Seymour Engineering
5. Waggoner Engineering
6. Overstreet & Associates
7. Garver
8. Michael Baker International
9. Machado Patano Design Group
10. Engineering Xcellence

I recommend approval of this item.

Attachments:

1. 2025 Master Services Agreement
2. Cover Letters from Selected Firms

Office of the Director of Engineering | 4050 Hewes Avenue | Gulfport, MS 39507-3903
P: 228.868.5740 | E:jharrison@gulfport-ms.gov | www.gulfport-ms.gov

ENGINEERING MASTER SERVICES AGREEMENT
BETWEEN
THE CITY OF GULFPORT, MISSISSIPPI
AND

_____

THIS AGREEMENT, made and entered into this the ____ day of _____, 20___, at Gulfport, Mississippi, by and between the City of Gulfport, Mississippi, acting by and through its Mayor and City Council ("the Governing Authority") hereinafter referred to as "Owner" or "City" and _____, hereinafter "Contractor" or "Engineer", with its principal place of business at _____, for the purposes, and on the terms and conditions, and under the authority hereinafter set forth:

WITNESS THAT:

WHEREAS, the City of Gulfport, Mississippi, is a municipal corporation, organized and existing according to the laws of the State of Mississippi, and it is governed by its Mayor and City Council "Governing Authority"; and

WHEREAS, the City previously advertised for qualifications for Professional Engineering Firms to provide engineering services to the City on an as needed basis; and

WHEREAS, _____, submitted a response to the City's Request for Qualifications, which response is incorporated herein and attached hereto as included as Exhibit "A"; and

WHEREAS, based on the information submitted in response to the Request for Qualifications process, the City desires to enter into a Master Services Agreement with _____ to provide services on an as needed basis, which services are generally set out in Exhibit "B" and include, but are not limited to, preparing preliminary engineering reports, designing projects, providing surveying services, and preparing construction drawings; and

NOW THEREFORE, for and in consideration of the mutual promises and covenants contained herein and for other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, the City and Engineer do hereby contract and agree as follows:

ARTICLE I. SERVICES OF ENGINEER

Engineer understands and agrees that this Agreement is for possible work and does not guarantee or assure that any projects or work assignments will be assigned during the term provided herein. Possible services are set forth in Exhibit "B". Any work assignment under this Agreement shall define the specific scope of work and not to exceed amount and shall be issued on the enclosed "Work Assignment" form attached hereto as Exhibit "C". All work assigned shall become part of this Agreement and shall be subject to the terms and conditions provided herein.

Engineer shall be responsible for all services and materials required to fully perform and completed the assigned work and shall exercise a reasonable standard of conduct and care, according to the prevailing industry standards, in all work, complying with all Federal and State manuals, guides and specifications for work. The City reserves the right to enlarge or reduce the overall scope of services under this Agreement. Engineer may limit or refuse to accept work assignments under this Agreement. Any limitation or refusal must be issued to the City in writing within five (5) days of receipt of the assignment.

Within seven (7) days of receipt of the work assignment, Engineer shall furnish a proposed estimated cost and progress schedule. Project schedules shall include the anticipated time, proposed beginning and conclusion dates, and such intermediate dates as may be required to adequately monitor the progress of the assignment. To meet the needs of the City, the City reserves the right to request changes in the progress schedule. Return of Exhibit "C" to the Director of Engineer or Director of Public Works will be required before a Notice to Proceed is issued. **Engineer may not begin work on any assignment without receiving a Notice to Proceed from the City.**

ARTICLE II. CONTRACT TERM

The Agreement shall commence upon the latest date of execution and continue until June 30, 2029 at 11:59 P.M. Central Standard Time, at which time the Agreement shall automatically terminate. No new work shall be assigned or undertaken after June 30, 2029. Engineer shall complete any work assigned prior to June 30, 2029, with work not to exceed the termination or conclusion date identified by the specific assignment. During the term of this Agreement, the City reserves the right to terminate this Agreement in whole or in part, at any time, with or without cause, upon seven (7) days written notice to the Engineering.

ARTICLE III. RELATIONSHIP OF THE PARTIES

The relationship of the Engineer to the City is that of an independent contractor, and said Engineer, in accordance with its status as an independent contractor, covenants and agrees that it will conduct itself consistent with such status, that it will neither hold itself out as, nor claim to be, an officer or employee of the City by reason hereof. The Engineer will not by reason hereof, make any claim, demand or application or for any right or privilege applicable to an officer or employee of the City, including but not limited to workers' compensation coverage, unemployment insurance benefits, social security coverage, retirement membership or credit, or any form of tax withholding whatsoever.

ARTICLE IV. AVAILABILITY OF FUNDS

It is expressly understood and agreed that the obligation of the City to proceed under this Agreement is conditioned upon the availability of funds, the appropriation of funds by the City of Gulfport, and/or the receipt of state and/or federal funds. If, at any time, the funds anticipated for the fulfillment of this Agreement are not forthcoming or are insufficient, either through the failure of the City to provide funds or of the City to appropriate funds or the discontinuance or material alteration of the program under which funds were provided, or if funds are not otherwise available to the City for the performance of this Agreement, the City shall have the right, upon written notice to the Consultant to immediately terminate or stop work on this Agreement without damage, penalty, cost, or expense to the City of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.

ARTICLE V. COMPENSATION, BILLING AND AUDIT

A. Cost and Fees: Engineer shall be paid on a labor hour/unit cost basis, as set forth in Exhibit "D". **Without prior approval by the Governing Authority, total services provided under this agreement shall not exceed Two Hundred and Fifty Thousand Dollars ($250,000.00) per Work Assignment.** Under no circumstances shall the City be liable for any amounts expended or incurred by Engineer which exceed the maximum dollar amount of compensation.

B. Monthly Billing: Engineer may submit monthly billing statements to the City. A sample of the preferred invoice is attached hereto as Exhibit "E". Each statement shall include time expended and allowable expenses through the end of the billing period. Direct expenses included the cost of long distance telephone calls, testing and printing, if it is not company accounting policy to include the costs in overhead rates. City shall not reimburse for the cost of travel or shipping/mailing charges.

City reserves the right to verify time and expense records, related to work performed for the City, by audit of any or all Engineer's time and accounting records. Should the funding source require, Engineer agrees to allow the funding entity access to records for review. Records shall be available at all times during the period of the Agreement, and for a period of three years following.

Services rendered within a fiscal year (October 1-September 30), may require an invoice requesting payment for services within thirty (30) days of the end of the fiscal year. Should Engineer fail to present the invoice within the allotted time, payment may be delayed.

C. Progress Reports: Engineer shall provide the City monthly progress reports containing a narrative outline of work performed during the billing period, as well as a spreadsheet indicating the amount of progress for each designated assignment. Should the assignment be identified in "parts", the spreadsheet shall contain the progress for each part. A suggested format for Progress Reports is attached hereto as Exhibit "F". This provision shall not apply to any work assignment that is less than thirty (30) days in duration. At the request of the Engineer, the City may waive this requirement, which waiver shall be requested by, and responded to, in writing. Failure to provide progress reports may result in termination of the Agreement.

D. Final Payment: Requests for final payment shall be submitted to the City no later than forty-five (45) days following the completion and/or termination of the work assignment. The City reserves the right to reject any final invoice not timely received. Engineer shall clearly indicate on the last invoice for a work assignment that the payment sought is the "final payment". The Director of Engineering or the Director of Public Works shall confirm that the assignment is completed and ready to be closed, allowing payment of the final invoice. Under no circumstances will the total amount paid exceed the maximum not to exceed amount established for the work assignment.

Engineer agrees and accepts that receipt of final payment shall be in full and final settlement of all claims arising against the City for payment for work completed, materials furnished, cost incurred, or otherwise arising out of this Agreement and/or associated work assignments. In accepting the final payment, Engineer shall release the City from any and all further claims for payment, whether known or unknown, for and on account of the Agreement and/or associated work assignments, including payment for all work done, and labor and materials furnished in connection with the same. Failure to perform, to the satisfaction of the City, all terms of this Agreement and/or associated work assignments, which includes the Scope of Work identified herein, or the Engineer's failure to perform according to the prevailing industry standards, including standards of conduct and care, format and content, shall be corrected by the Engineer without any additional compensation.

E. In the event of termination of this Agreement, any just claims by the Engineer for payment of services rendered prior to the date of termination will be evaluated on a case by case basis. The City shall be liable only for the costs, fees and expenses for demobilization, if applicable, and close out of the Agreement, based on actual time and expenses incurred by Engineer in the packing and shipment of all documents covered by this Agreement. In no event shall the City be liable for lost profits or other consequential damages.

ARTICLE VI. COMPLIANCE WITH APPLICABLE LAW

Engineer shall observe and comply with applicable federal, state, and local laws, rules and regulations, policies and procedures, ordinances, and orders and decrees of bodies or tribunals of the United States of America or any agency thereof, the State of Mississippi or any agency thereof, and any local governments or political subdivisions, that are in effect at the time of the execution of this Agreement or that may later become effective. Engineer shall not discriminate against any employee, nor shall any party be subject to discrimination in the performance of this Agreement because of race, creed, color, sex, national origin, age or disability. Engineer shall execute any and all certifications required by

the City, without limitation a Certification of Compliance with Title VI of the Americans with Disabilities Act, as amended.

Engineer represents that it is in compliance with the Immigration Reform and Control Act of 1986 (Public Law 99-603), as amended, in relation to all employees performing work in the State of Mississippi and does not knowingly employ persons in violation of the United States immigration laws. The Engineer further represents that it is registered and participating in the Department of Homeland Security's E-Verify™ employment eligibility verification program, or successor thereto, and will maintain records of compliance with the Mississippi Employment Protection Act including, but not limited to, requiring compliance certification from all subcontractors and vendors who will participate in the performance of this Agreement and maintaining such certifications for inspection if requested. The Engineer acknowledges that violation may result in the following: (a) cancellation of any public contract and ineligibility for any public contract for up to three (3) years, or (b) the loss of any license, permit, certification or other document granted by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year, or (c) both. The Engineer also acknowledges liability for any additional costs incurred by the City due to such contract cancellation or loss of license or permit.

ARTICLE VII. COVENANT AGAINST CONTINGENT FEES, LOBBYING AND EMPLOYMENT OF CITY PERSONNEL

Engineer warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Engineer, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Engineer, any fee commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award or making of the Agreement. The Engineer warrants that it shall not contribute any money, gift or gratuity of any kind, either directly or indirectly to any employee of the City. For breach or violation of this warranty, the City shall have the right to terminate this Agreement without liability, and the Engineer shall forfeit any sums due hereunder at the time of such breach and may be barred from performing any future services for the City or participating in any future contracts with the City. Unless specifically authorized in writing by the City, Engineer shall not employ any person or persons in the employ of the City for any work required under the terms of this Agreement.

ARTICLE VIII. REVIEW OF WORK

During the term of this Agreement, authorized representatives of the City may, at all reasonable times review and inspect the services and work assignments, including all reports, drawings, studies, maps and computations prepared by and for the Engineer in connection with this Agreement. As applicable and/or as required under the work assignment, Engineer shall make services and work assignments available for review by authorized State or Federal representatives, including, but not limited to, the Federal Highway Administration, the Federal Emergency Management Agency, the Mississippi Emergency Management Agency, the Mississippi Department of Transportation, the Mississippi Department of Environmental Quality, the Mississippi Department of Health, and the Mississippi Department of Marine Resources. Inspection does not automatically make the inspecting entity a party to the Agreement.

Engineer shall be responsible for performance of and compliance with all terms of this Agreement and shall be responsible for correcting any errors and/or omissions, including those that relate to the conduct of care, format and content of material, professional quality and technical accuracy of all designs, drawings, specifications, and other services furnished by the Engineer that may be identified during or outside of a review. Any corrections necessary for compliance shall be at the Engineer's expense.

Any breach of contract, including, but not limited to deficiencies or errors and/or omissions in designs, plans, drawings, specifications , or other services, discovered by the City during the performance of the

work shall immediately be addressed by the Engineer. Engineer shall provide a written statement of proposed remedy no less than ten (10) days after the identification of the breach. Any work performed to remedy the breach shall be at the expense of the Engineer.

Any breach of contract, including, but not limited to deficiencies or errors and/or omissions in designs, plans, drawings, specifications , or other services, discovered by the City after final acceptance of the work shall, without additional compensation, be corrected by the Engineer. If Engineer fails, or is unable to correct, the City reserves the right to have the deficiencies corrected. Any costs incurred by the City for such corrections shall be the responsibility of the Engineer. City shall provide Engineer an opportunity to correct any identified breach unless:

1) The City determines, in its sole discretion, that the Engineer cannot cure the breach within the schedule established by the City; or

2) The City determines, in its sole discretion, that the Engineer cannot cure the breach to the satisfaction of the City.

ARTICLE IX. OWNERSHIP OF PRODUCTS, DOCUMENTS AND WORK

Engineer agrees that all reports, computer information and access, drawings, studies, notes, maps and other data, prepared by and for them under the terms of this Agreement shall be delivered to, become and remain in the property of the City upon creation and shall be delivered to the City upon termination or completion of work, or upon request of the City regardless of any claim or dispute between the parties. All such data shall be delivered within thirty (30) days of receipt of a written request by the City.

The Parties intend and agree that this Agreement is a contract for services and each party considers the products and results of the services to be rendered by the Engineer hereunder, including any and all material produced and/or delivered under this Agreement, to be a "work made for hire" under U.S. copyright and all applicable laws. Engineer acknowledges and agrees that the City owns all right, title, and interest in and to the Work including, without limitation, the copyright thereto and all trademark, patent, and all intellectual property rights thereto.

If for any reason the Work would not be considered a work made for hire under applicable law, or in the event this Agreement is determined to be other than a contract or agreement for a work made for hire, the Engineer does hereby transfer and assign to the City, and its successors and assigns, the entire right, title, and interest in and to any Work prepared hereunder including, without limitation, the following: the copyright and all trademark, patent, and all intellectual property rights in the Work and any registrations and copyright, and/or all other intellectual property, applications relating thereto and any renewals and extensions thereof; all works based upon, derived from, or incorporating the Work; all income, royalties, damages, claims, and payments now or hereafter due or payable with respect thereto; all causes of action, either in law or in equity, for past, present, or future infringement based on the copyrights and/or all other intellectual property; all rights, including all rights to claim priority, corresponding to the foregoing in the United States and its territorial possessions and in all foreign countries. The Engineer agrees to execute all papers and perform such other proper acts as the City may deem necessary to secure for the City or its designee the rights herein assigned.

The City may, without any notice or obligation of further compensation to the Engineer, publish, re-publish, anthologize, use, disseminate, license, or sell the Work in any format or medium now known or hereafter invented or devised. The City's rights shall include, without limitation, the rights to publish, re-publish, or license a third party to publish, re-publish, or sell the Work in print, on the World Wide Web, or in any other electronic or digital format or database now known or hereafter invented or devised, as a separate isolated work or as part of a compilation or other collective work, including a work different

in form from the first publication, and to include or license a third party to include the Work in an electronic or digital database or any other medium or format now known or hereafter invented or devised.

The Engineer shall obtain any and all right, title, and interest to all input and/or material from any third party sub-consultant, or any other party, who may provide such input and/or material to any portion of the Work so that said right, title, and interest, and all such interest in and to the Work including, without limitation, the copyright thereto and all trademark, patent, and all intellectual property rights thereto, shall belong to the City.

For any intellectual property rights currently owned by third parties or by the Engineer and not subject to the terms of this Agreement, the Engineer agrees that it will obtain or grant royalty-free, nonexclusive, irrevocable license(s) for or to the City at no cost to the City to use all copyrighted or copyrightable work(s) and all other intellectual property which is incorporated in the material furnished under this Agreement. Further, the Engineer warrants and represents to the City that it has obtained or granted any and all such licensing prior to presentation of any Work to the City under this Agreement. This obligation of the Engineer does not apply to a situation involving a third party who enters a license agreement directly with the City.

ARTICLE X. SUBLETTING, ASSIGNMENT OR TRANSFER

Neither this Agreement, nor any right or obligation hereunder may be assigned or transferred in whole or in part by Engineer without prior written consent of the City. Under no circumstance will Engineer be allowed to sublet more than sixty percent (60%) of the work required under this Agreement. Specific projects or phases of the work assigned under this contract may be sublet provided that the Engineer performs at least forty percent (40%) of the overall contract. Consent by the City to sublet a portion of the work shall not relieve Engineer from any of its obligations hereunder. Engineer is required to maintain full management responsibility throughout the duration of the Agreement. The City reserves the right to review all subcontract documents and agreements, including any subcontractor's cost estimates, entered into with respect to this Agreement.

ARTICLE XI. CONFIDENTIAL INFORMATION AND PRODUCTION OF DOCUMENTS

It is understood that from time to time confidential and/or privileged information may be shared. Engineer agrees not to disclose any privileged or confidential information unless (a) disclosure is authorized by the City in writing; (b) is reasonably required in connection with the fulfillment of the disclosing party's obligations hereunder and made only to the minimum extent necessary to carry out such obligations; (c) is information which had generally become known to the public other than through the disclosure thereof by the disclosing party or which is otherwise subject to disclosure under state or federal law and not within any exemption from such disclosure; (d) to any authorized attorney, accountant or other professional advisor of the disclosing party under confidentiality agreements and/or attorney-client or similar privilege; or (e) pursuant to any compulsory legal process.

Engineer agrees that it shall immediately refer any third party who requests information pertaining to the work under this Agreement. This Article shall not apply to information in whatever form that comes into the public domain, nor shall it restrict the Engineer from giving notices required by law or complying with an order to provide information or data when such order is issued by a court, administrative agency or other authority with proper jurisdiction, or if it is reasonably necessary for the Engineer to defend itself from any suit or claim. Any published finding, report or recommendation shall include the following provision:

The opinions, findings, and conclusions in this publication are those of the author(s) and not necessarily those of the CITY OF GULFPORT.

ARTICLE XII. STOP WORK ORDER

A. **Order to Stop Work.** The City may, by written order to the Engineer at any time, and without notice to any surety, require the Engineer to stop all or any part of the work called for by this Agreement. This order shall be for a specified period not exceeding thirty (30) days after the order is delivered to the Engineer unless the parties agree to any further period. Any such order shall be identified specifically as a stop work order issued pursuant to this clause. Upon receipt of such an order, the Engineer shall forthwith comply with its terms and take all steps to minimize the occurrence of costs allocable to the work covered by the order during the period of work stoppage. Before the stop work order expires, or within any further period to which the parties shall have agreed, the City shall either:

(1) cancel the stop work order; or

(2) terminate the work covered by such order according to the terms provided herein

B. **Cancellation or Expiration of the Order.** If a stop work order issued under this clause is canceled at any time during the period specified in the order, or if the period of the order or any extension thereof expires, the Engineer shall have the right to resume work. If the City decides that it is justified, an appropriate adjustment may be made in the delivery schedule. If the stop work order results in an increase in the time required for or in the Engineer's cost properly allocable to the performance of any part of this Agreement and the Engineer asserts a claim for such an adjustment within 30 days after the end of the period of work stoppage, an equitable adjustment in this Agreement may be made by written modification of this Agreement as provided by the terms of this Agreement.

C. **Termination of Stopped Work.** If a stop work order is not canceled and the work covered by such order is terminated, the Engineer may be paid for services rendered prior to the Termination. In addition to payment for services rendered prior to the date of termination, the City shall be liable only for the costs, fees, and expenses for demobilization and close out of this Agreement, based on actual time and expenses incurred by the Engineer in the packaging and shipment of all documents covered by this Agreement to the City. In no event shall the City be liable for lost profits or other consequential damages.

ARTICLE XIII. INSURANCE

Prior to commencement of work under this Agreement, Engineer shall obtain and furnish certificates of coverage, or any required documentation to evidence coverage, to the City for the following minimum amounts of insurance:

A. Workers Compensation Insurance as required by the State of Mississippi;

B. Comprehensive General Liability Insurance with a minimum combined limit of not less than One Million Dollars ($1,000,000.00) per occurrence, including coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, contractors protective, sudden and accidental pollution, products and completed operations, and coverage for other hazards;

C. Valuable Documents Insurance, whether as part of the property damage insurance referenced above or as separate insurance, in an amount sufficient to cover all costs associated with repairing, restoring, or replacing any documents kept or created by Engineer, as a part of the services, in the event of casualty to, or loss or theft of such documents;

D. Errors and Omissions Insurance in an amount not less than One Million Dollars ($1,000,000.00) per incident; One Million Dollars ($1,000,000.00) aggregate; and

E. Comprehensive Automobile Liability Insurance with a combined single limit for bodily injury and property damage of not less than One Million Dollars ($1,000,000.00) per incident with respect to the Engineer's owned, hired, or non-owned vehicles, assigned to or used in the performance of services.

The City shall be listed as a certificate holder or additional insured on any of the insurance required under this Agreement. Insurance identified herein shall be maintained in full force and effect by the Engineer throughout the duration of the Agreement, including any extra time for which ongoing work is completed. Should Engineer cease to carry the errors and/or omissions coverage provided herein, Engineer shall obtain "tail" or extension coverage at the same limits for a period of not less than three (3) years subsequent to policy termination or Agreement termination, whichever is longer.

In the event that the Engineer retains any subcontractor or other personnel to perform services or to carry out any activities under or incident to work on any work assigned as part of this Agreement, Engineer agrees to obtain from said subcontractor or other personnel, certificates of insurance demonstrating that said subcontractor or other personnel has all of the above coverage or sufficient coverage to cover their portion of the work. As an alternative, Engineer may include said subcontractor or other personnel within Engineer's coverage for the duration of the work assignment involving the subcontractor or other personnel. Should Engineer change carriers or policies for any insurance required herein, Engineer shall provider new certificates of coverage, as well as any retroactive coverage from the new carrier. If the Engineer fails to procure or maintain required insurance, the City may immediately terminate this Agreement.

ARTICLE XIV. RESPONSIBILITIES FOR CLAIMS AND LIABILITIES

Engineer, and its agents, servants, employees, and representatives agree to fully indemnify and hold harmless the City and its employees, agents, and officials with respect to and from and against any and all claims, demands, causes of actions, damages, including, but not limited to, any and all indirect, special, incidental, punitive, or consequential damages, injuries, fees, expenses, penalties, lawsuits, judgments, and orders, including without limitation, attorney's fees, which in any way arise out of or relate to any negligent, intentional, willful or grossly negligent acts of omission or commission of or attributed to Engineer and/or its agents, servants, employees, sub-contractors, officials, visitors, invitees, and/or guests. Engineer's obligations to indemnify and hold harmless, or at the City's option, participate and associate with the City in defense of any claim for damage, lien or suit and/or any related settlement negotiations shall be initiated by the City's Notice of Claim for Indemnification to the Engineer.

ARTICLE XV. CONTRACT DISPUTES

This Agreement shall be deemed to have been executed in Harrison County, Mississippi. Any claim or action brought by either party related to this Agreement shall be brought in a court of competent jurisdiction in Harrison County, First Judicial District. This Agreement shall be governed by the laws of the State of Mississippi and such Mississippi laws shall apply to the construction or enforcement of all provisions of this Agreement and to any action which may be brought pursuant thereto. Any right or remedy under this Agreement is cumulative, not exclusive, and is in addition to any other rights or remedies either provided in this Agreement or otherwise available at law or in equity. Failure to exercise or delay in exercising any rights shall not constitute a waiver in whole or in part of any such rights.

ARTICLE XVI. CONFLICT OF INTEREST

The Engineer covenants that no public or private interests exist and none shall be acquired directly or indirectly which would conflict in any manner with the performance of the Engineer's Agreement. The Engineer further covenants that no employee of the Engineer or of any sub-consultant, regardless of his/her position, is to personally benefit directly or indirectly from the performance of the services or from any knowledge obtained during the Engineer's execution of this Agreement.

ARTICLE XVII. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the City and the Engineer and no prior written or oral covenants or representations relating thereto and not set forth herein shall be binding on either party hereto. Any changes or amendments to this Agreement shall be approved by the Governing Authority in writing.

ARTICLE XVIII. WAIVER

The failure of either the City or the Engineer to enforce at any time or for any period of time any provision hereof shall not be construed to be a waiver of such provision of the right thereafter to enforce each and every provision. No waiver to this Agreement by either the City or the Engineer, either express or implied, or any breach of any term, condition or obligation of this Agreement shall be construed as a waiver of any subsequent breach of that term, condition or obligation or of any other term, condition or obligation of this Agreement.

ARTICLE XIX. SEVERABILITY

If any word, clause, sentence, paragraph, condition, provision, or term of this Agreement is or hereafter becomes legally unenforceable, the same shall be severed from this agreement, and all remaining provisions of this Agreement, shall be unaffected, and shall be interpreted in accordance with the express written intention of this Agreement.

ARTICLE XX. KEY PERSONNEL & DESIGNATED AGENTS

Engineer agrees that Key Personnel identified as assigned to this Agreement shall not be changed or reassigned without prior approval of the City or, if prior approval is impossible, then notice to the City and subsequent review by the City which may approve or disapprove the action. For purposes of implementing this section and all other sections of this Agreement with regard to notice, the following individuals are herewith designated as agents for the respective parties unless otherwise identified in the addenda hereto:

CITY:

For Contractual Matters:	For Technical Matters:
Jeremy R. Harrison, P.E. Director of Engineering 4050 Hewes Avenue Gulfport, Mississippi 39507 (228) 868-5740 (228) 868-5822 Fax Email: jharrison@gulfport-ms.gov	Same

or

J. Tyler Gentry Director of Public Works 4050 Hewes Avenue Gulfport, Mississippi 39507 (228) 868-5740 (228) 868-5822 (fax) Email: jgentry@gulfport-ms.gov	Same

ENGINEER:

For Contractual Matters:	For Technical Matters:

_____
_____
_____

IN WITNESS WHEREOF as duly authorized:

City of Gulfport

By: _____ Attest: _____
Mayor Clerk

Dated: _____, 20___

Engineer:

By: _____ Dated: _____, 20___

EXHBIT "A"

ENGINEER'S QUALIFICATIONS

EXHIBIT “B”

PROFESSIONAL SERVICES

Engineer shall provide a list of professional services offered by their firm.

EXHIBIT "C"

WORK ASSIGNMENT

WORK ASSIGNMENT NO. ___-___ 20__-__

PROJECT NUMBER: _____
CITY OF GULFPORT
HARRISON COUNTY

This Work Assignment is executed in accordance with the Master Services Agreement entered into by the City of Gulfport, Mississippi and _____, on the _____day of _____ 20___.

WHEREAS, each of said parties represents that it continues to have authority to execute this Work Assignment and that all certifications previously made in said Agreement remain in effect;

NOW THEREFORE, the parties hereto do further contract and agree to add the following items of work to the above Agreement under the additional terms and conditions as are hereinafter stated:

SPECIFIC SCOPE OF WORK FOR THIS WORK ASSIGNMENT OR PHASE

{{{{Insert specific Scope of Work for this Work Assignment}}}}
{{{{Make sure Termination is defined in the Work Assignment}}}}

WORK ASSIGNMENT TERM [No new Work Assignments shall be executed after _____ ***{Enter Master Contract Termination Date Here}___***.]

This WORK ASSIGNMENT shall be effective upon the latest date of execution hereof and continue until *_insert Work Assignment Termination date here____*, at 11:59 P.M. CDT. However, the Engineer may not begin work prior to receiving a Notice to Proceed.

DBE GOAL
The DBE goal established for this Work Assignment shall be ___ %.

KEY PERSONNEL

{{{{Designate project engineer and the Engineer's project representative here. Also include a list of any key personnel who are dedicated to this particular job by the CONSULTANT. }}}}

CITY PROJECT ENGINEER:

CONSULTANT PROJECT MANAGER:
(Certified as a Professional Engineer to do business in the State of Mississippi)

_____ _____

PROGRESS SCHEDULE

{{{{Attach at the end of "Exhibit C" the progress schedule, including a not to exceed date}}}}

MAXIMUM ALLOWABLE COST ***{Delete the other cost methods not used}***
Contract Maximums:

[Use for Labor Hour/Unit Cost Work Assignments]

Under no circumstances shall the amount payable by the City for this assignment exceed $_____ (Total of all Charges) without the prior written consent of both parties. The Labor Rates have been identified in Table 1: Rate Schedule for Labor Hours.

Table 1: Rate Schedule for Labor Hours

NAMES	LABOR CLASSIFICATION	RATE

Both parties hereto represent that they have authority to enter into Work Assignment No._____, as "Exhibit C" of the Agreement executed by and between the City and Engineer to which is now made a part of said Agreement.

SO EXECUTED AND AGREED THIS THE _____ DAY OF _____, _____.

City of Gulfport, Mississippi

_____
By:

WITNESS this my signature in execution hereof, this the _____ day of _____, 20__.

CONSULTANT NAME GOES HERE

_____
By:

ATTEST:_____

EXHIBIT "D"

FEES AND EXPENSES

The City shall pay the Engineer on an actual Labor Hour/Unit Cost Basis for the satisfactory completion of the Scope of Work set forth herein, for all salaries, payroll additives, overhead, direct costs and the Engineer's fixed fees attributable to a Work Assignment. The Engineer shall prepare an estimate for the specific work identified for the contemplated transportation improvement, and the City shall review and may approve this amount on a Work Assignment by Work Assignment basis using typical rates, and when acceptable issue the Notice to Proceed to the Engineer.

Actual costs as the term is used herein shall include all direct salaries, payroll additives, overhead and direct. Direct salaries are those amounts actually paid to the person performing the services which are deemed reasonably necessary by the City for the advancement of the Scope of Work. Overtime work is not contemplated by the Work Assignment. Accordingly, direct salaries chargeable to the Work Assignment shall not include any overtime premium. Salaries for officers, principals or partners shall not increase at a rate in excess of that for other employees. Payroll additives and overhead consist of employee fringe benefits and that part of Engineer's allowable indirect costs attributable to the Work Assignment.

Direct costs are those charges deemed reasonably necessary by the City for the successful completion of the Scope of Work which are charged directly to the Work Assignment and not included in overhead.

Fixed-fee as the term is used herein shall mean a dollar amount established to cover the Engineer's profit and business expenses not allocable to overhead for the successful completion of the Services.

Labor Hour as the term is used herein shall include all direct salaries, payroll additives, overhead, and profit. Unit-Costs, as the term is used herein shall include all direct costs and profit. Labor Hour/Unit-Costs are not subject to any adjustments on the basis of the Engineer's cost experience in performing the Work Assignment. The Labor Hour/Unit-Costs shall be paid based on the rates established in the Work Assignment

Each month, the Engineer shall submit OCR-484-C found on MDOT's website to the CITY along with the Invoice. This form certifies payments to all Subcontractors and shows all firms even if the Engineer has paid no monies to the firm during that estimate period (negative report).

If requested by City all labor charges for services must be substantiated by supporting data, i.e. certified time sheets, daily logs, check stubs, pay vouchers, etc.

Direct costs:

The City will reimburse the Engineer's printing, long distance phone calls, and testing for actual documented expenses. All Direct costs shall be substantiated with supporting documentation. Testing costs shall not exceed 2% of the construction costs and the CITY shall approve the testing agreement in advance of testing working being performed. All direct expenses will be reimbursed upon receipt of acceptable paid invoices.

Direct Salaries:

Direct salaries shall not exceed those amounts actually paid to an employee performing services reasonably necessary for the completion of the Scope of Work set forth under "Exhibit B" to this Agreement.

EXHIBIT "E"

SAMPLE INVOICE
[Labor-Hour/Unit Cost]

City of Gulfport, Mississippi
Attn:_____
_____
_____ Date:_____

Invoice No. 0000
Period _____, 20__ Through ____, 20__

PROFESSIONAL SERVICES IN ACCORDANCE WITH MASTER SERVICES AGREEMENT

Project No.. ___-___-____-____-____in Harrison County, Mississippi
Work Assignment: ____-_____ _____-_____
Engineer:_____

	Current Period	Previous Estimate	Total Allowed to Date
Labor Costs *	$	$	$
Direct Costs **	$	$	$
Project Total	$	$	$
Amount Due this Invoice			$

NOTE:

1. * PAYROLL ADDITIVES (INCLUDING ALL FRINGE BENEFITS & OVERHEAD)
2. THE ESTIMATED FCCM FOR COST PROPOSALS AND SUPPLEMENTAL AGREEMENTS MUST BE SPECIFICALLY IDENTIFIED AND DISTINGUISHED FROM THE OTHER COSTS. PROFIT/FEE SHALL NOT INCLUDE AMOUNTS APPLICABLE TO FCCM.
3. ** DIRECT COSTS (ATTACH SUPPORTING DATA)
4. THE CONSULTANT MAY USE ITS OWN INVOICE FORM SO LONG AS IT HAS BEEN APPROVED BY THE CONSULTANT SERVICES DIRECTOR. PRIOR TO SUBMISSION BY THE CONSULTANT SAID FORM SHOULD, AT A MINIMUM, CONTAIN THE ABOVE INFORMATION

SUPPORTING DATA (Sample Only)

Project No. 00-0000-00-000-00
County _____

Employee and Classification	Rate of Pay	Current Period Hours	Current Period Costs	Previous Period Costs	Costs to Date
John P. Public, Jr. Engineer	$0.00/hour	0.00	$0.00	$0.00	$0.00
John P. Public, Jr. Designer	$0.00/hour	0.00	$0.00	$0.00	$0.00
John P. Public, Jr. Technician	$0.00/hour	0.00	$0.00	$0.00	$0.00
SUBTOTAL	$0.00/hour	0.00	$0.00	$0.00	$0.00
TOTAL LABOR					
Direct Costs					
PROJECT TOTAL					

EXHIBIT "F"

PROGRESS REPORT

MONTHLY PROJECT STATUS REPORT
Reporting Period:
City Representative:
Consultant:
Project No.:
Project Description:
Work Completed:
Work Planned:
Issues to be Addressed:

Report Submitted by:_____ Date:_____

EXHIBIT "G"

NOTICE TO CONTRACTORS, FEDERAL AID CONTRACT COMPLIANCE WITH TITLE VI OF THE AMERICANS WITH DISABILITIES ACT, COPELAND ANTI-KICKBACK ACT, DAVIS BACON ACT, CONTRACT WORK HOURS AND SAFETY STANDARDS ACT, CLEAN AIR ACT, ENERGY POLICY AND CONSERVATION ACT, DISADVANTAGED BUSINESS ENTERPRISES ACT, WORKER VISIBILITY

During the performance of this Agreement, the Engineer, for itself, its assignees and successor-in-interest (hereinafter referred to as the "Engineer") agrees as follows:

1. Compliance with Regulations: The Engineer will comply with the Regulations of the City, relative to nondiscrimination in Federally-assisted programs of the U. S. Department of Transportation (Title 49, Code of Federal Regulations, Part 21, hereinafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of this Agreement.

2. Nondiscrimination: The Engineer, with regard to the work performed by it after award and prior to completion of the contract work, will not discriminate on the grounds of race, religion, color, sex, national origin, age or disability in the selection and retention of sub-consultants including procurement of materials and leases of equipment. The Engineer will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when this Agreement covers a program set forth in Appendix B of the Regulations. In addition, the Engineer will not participate either directly or indirectly in discrimination prohibited by 23 C.F.R. 710.405(b).

3. Solicitations for Subcontracts. Including Procurement of Materials and Equipment: In all Solicitations, either by competitive bidding or negotiation made by the Engineer for work to be performed under a subcontract, including procurement of materials or equipment, each potential sub-consultant or supplier shall be notified by the Engineer of the Engineer's obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, religion, color, sex, national origin, age or disability.

4. Anti-kick back provisions: All agreements and subcontracts for construction or repair shall include a provision for compliance with the Copeland "Anti-Kick Back" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR, Part 3). This Act provides that each consultant/contractor or sub-consultant/sub-contractor shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The Engineer shall report all suspected or reported violations to the City.

5. Davis Bacon Act: When required by the federal grant program legislation, all construction contracts awarded to contractors and subcontractors in excess of $2,000 shall include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 276a to a-7) and as supplemented by Department of Labor regulations (29 CFR, Part 5). Under this Act, contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less often than once a week.

6. Contract Work Hours and Safety Standards Act: Where applicable, all contracts awarded by contractors and subcontractors in excess of $2,000 for construction contracts and in excess of $2,500 for other contracts which involve the employment of mechanics or laborers shall include a provision for

compliance with sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor Regulations (29 CFR, Part 5). Under section 103 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1 1/2 times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction, safety, and health standards promulgated by the Secretary of Labor. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

7. Clean Air Act: Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clear Air Act (42 U.S.C. 1857 (h), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15) (Contracts and subcontracts in amounts in excess of $100,000).

8. Energy Policy and Conservation Act: Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163).

9. Disadvantaged Business Enterprises (DBE): It is the policy of the City to comply with the requirements of 49 C.F.R. 26, to prohibit unlawful discrimination, to meet its goal for DBE participation, to meet that goal whenever possible by race-neutral means, to create a level playing field, and to achieve that amount of DBE participation that would be obtained in an non-discriminatory market place. To meet that objective in any United States Department of Transportation assisted contracts, the City and the Engineer shall comply with the "Mississippi Department of Transportation's Disadvantage Business Enterprise Programs For United States Department Of Transportation Assisted Contracts".

Neither the Engineer, nor any sub-recipient or sub-consultant shall discriminate on the bases of race, color, national origin, or sex in the performance of this Agreement. The Engineer shall carry out applicable requirements of 49 C.F.R. 26 in the award and administration of United States Department of Transportation assisted contracts. Failure of the Engineer to carry out those requirements is a material breach of this Agreement which may result in the termination of this Agreement or such other remedies as the City deems appropriate.

10. Worker Visibility: All workers within the right-of-way of a Federal-aid highway who are exposed either to traffic (vehicles using the highway for the purposes of travel) or to construction equipment within the work area shall wear high-visibility safety apparel – personal protective safety clothing that is intended to provide conspicuity during both daytime and nighttime usage, and that meets the Performance Class 2 or 3 requirements of the ANSI/ISEA 107–2004 publication entitled ''American National Standard for High-Visibility Safety Apparel and Headwear" – for compliance with 23 CFR, Part 634.

EXHIBIT "H"

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS - Certification in accordance with Section 29.510 Appendix A, C.F.R. Vol. 53, No. 102, page 19210 and 19211:

(1) The CONSULTANT certifies to the best of its knowledge and belief that it and its principals:

(a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;

(b) have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or Agreement 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 (l)(b) of this certification: and

(d) have not within a three-year period preceding this application/proposal had one or more public transactions (federal, state or local) terminated for cause or default;

(e) has not either directly or indirectly entered into any agreement participated in any collusion; or otherwise taken any action in restraint of free competitive negotiation in connection with this Agreement.

(2) The Engineer further certifies, to the best of his/her knowledge and belief, that:

(f) No federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a member of Congress, an officer or employee of Congress, or employee of a member of Congress in connection with the awarding of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(g) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer of employee of Congress, or any employee of a member of Congress in connection with this Agreement, Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions will be completed and submitted.

The certification contained in (1) and (2) above is a material representation of fact upon which reliance is placed and a pre-requisite imposed by Section 1352, Title 31, U. S. Code prior to entering into this Agreement. Failure to comply shall be subject to a civil penalty of not less than $10,000 and not more than $100,000.00. The Engineer shall include the language of the certification in all subcontracts exceeding $25,000.00 and all sub-consultants shall certify and disclose accordingly.

I hereby certify that I am the duly authorized representative of the Engineer for purposes of making this certification, and that neither I, nor any principal, officer, shareholder or employee of the above firm has:

(a) employed or retained for commission, percentages, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above Engineer) to solicit or secure this agreement,

(b) agreed, as an express or implied condition for obtaining this Agreement, to employ or retain the services of any firm or person in connection with carrying out the agreement, or

(c) paid, or agreed to pay, to any firm, organization or person (other than a bone fide employee working solely for me or the above Engineer) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the agreement; except as herein expressly stated (if any).

I acknowledge that this Agreement may be furnished to the Federal Highway Administration, United States Department of Transportation, or any other applicable Federal or State Agency in connection with the Agreement involving participation of Federal-Aid Highway funds, and is subject to applicable state and federal laws, both criminal and civil.

SO CERTIFIED this_____ day of _____, 20__.

{Enter Consultant's Name}

_____
{Type name}

ATTEST: _____

My Commission Expires: _____
Notary

EXHIBIT "I"

PRIME CONSULTANT / CONTRACTOR EEV CERTIFICATION AND AGREEMENT

By executing this Certification and Agreement, the undersigned verifies its compliance with the, "Mississippi Employment Protection Act," Section 71-11-3 of the Mississippi Code of 1972, as amended, and any rules or regulations promulgated by the CITY, Mississippi Transportation Commission [MTC], Department of Employment Security, State Tax Commission, Secretary of State, Department of Human Services in accordance with the Mississippi Administrative Procedures Law (Section 25-43-1 et seq., Mississippi Code of 1972, as amended), stating affirmatively that the individual, firm, or corporation which is contracting with the CITY has registered with and is participating in a federal work authorization program* operated by the United States Department of Homeland Security to electronically verify information of newly hired employees pursuant to the Immigration Reform and Control Act of 1986, Pub.L. 99-603,100 Stat 3359, as amended. The undersigned agrees to inform the CITY if the undersigned is no longer registered or participating in the program.

The undersigned agrees that, should it employ or contract with any entity(s) in connection with the performance of this Agreement, the undersigned will secure from such entity(s) verification of compliance with the Mississippi Employment Protection Act. The undersigned further agrees to maintain records of such compliance and provide a copy of each such verification to the City, if requested, for the benefit of the City or this Contract.

_____

EEV* Company Identification Number [Required]

The undersigned certifies that the above information is complete, true and correct to the best of my knowledge and belief. The undersigned acknowledges that any violation may be subject to the cancellation of the contract, ineligibility for any state or public contract for up to three (3) years, the loss of any license, permit, certificate or other document granted by any agency, department or government entity for the right to do business in Mississippi for up to one (1) year, or both, any and all additional costs incurred because of the contract cancellation or the loss of any license or permit, and may be subject to additional felony prosecution for knowingly or recklessly accepting employment for compensation from an unauthorized alien as defined by 8 U.S.C §1324a(h)(3), said action punishable by imprisonment for not less than one (1) year nor more than five (5) years, a fine of not less than One Thousand Dollars ($1,000.00) nor more than Ten Thousand Dollars ($10,000.00), or both, in addition to such prosecution and penalties as provided by Federal law.

BY:_____ _____

Authorized Officer or Agent Date

_____ _____

Printed Name of Authorized Officer or Agent Title of Authorized Officer or Agent of Contractor /Consultant

SWORN TO AND SUBSCRIBED before me on this the _____ day of _____, 20____.

_____

NOTARY PUBLIC

My Commission Expires: _____

* As of the effective date of the Mississippi Employment Protection Act, the applicable federal work authorization program is E-Verify™ operated by the U. S. Citizenship and Immigration Services of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration.

BROWN, MITCHELL & ALEXANDER, INC.
CONSULTING ENGINEERS

401 Cowan Road, Suite A
Gulfport, MS 39507
228-864-7612

131 Rue Magnolia
Biloxi, MS 39530
228-436-7612

3221 Market Street
Pascagoula, MS 39567
228-436-7612

www.bmaengineers.com

RECEIVED 12/2/25

December 2, 2025

Mr. Jeremy Harrison, P.E.
Director of Engineering
City of Gulfport
4050 Hewes Avenue
Gulfport, Mississippi 39507

RE: 2025 Master Services Agreement between City of Gulfport and Brown, Mitchell & Alexander, Inc.

Dear Mr. Harrison:

Enclosed please find three (3) completed, executed originals of the 2025 Master Services Agreement between City of Gulfport and Brown, Mitchell & Alexander, Inc. as requested. Our Statement of Qualifications as originally submitted has been included in Exhibit "A" as required and we have included insurance certificates to each agreement for your convenience. Once the agreements are approved and fully executed, please ensure one (1) original is returned to us for our records.

If you should have any questions or require additional information, please do not hesitate to contact us. We appreciate the opportunity to provide our professional services to the City of Gulfport and look forward to our continued working relationship.

Sincerely,

Dax Alexander

Dax Alexander, P.E.
President

Enclosures

O:\Michelle\3989 GPT MSA\Harrison MSA trnsml 12.2.25.doc

Memorandum

To: Mayor Hugh Keating and Members of the City Council

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

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

Date: December 5, 2025

Re: **Recommendation to Approve 2025 Master Services Agreements**

Attached for your consideration is the 2025 Master Services Agreements for the following Engineering Firms:

1. Covington Civil & Environmental, LLC
2. Neel Schaffer
3. Brown Mitchell & Alexander, Inc.
4. Seymour Engineering
5. Waggoner Engineering
6. Overstreet & Associates
7. Garver
8. Michael Baker International
9. Machado Patano Design Group
10. Engineering Xcellence

I recommend approval of this item.

Attachments:

1. 2025 Master Services Agreement
2. Cover Letters from Selected Firms

ENGINEERING MASTER SERVICES AGREEMENT
BETWEEN
THE CITY OF GULFPORT, MISSISSIPPI
AND

_____

THIS AGREEMENT, made and entered into this the ____ day of _____, 20___, at Gulfport, Mississippi, by and between the City of Gulfport, Mississippi, acting by and through its Mayor and City Council ("the Governing Authority") hereinafter referred to as "Owner" or "City" and _____, hereinafter "Contractor" or "Engineer", with its principal place of business at _____, for the purposes, and on the terms and conditions, and under the authority hereinafter set forth:

WITNESS THAT:

WHEREAS, the City of Gulfport, Mississippi, is a municipal corporation, organized and existing according to the laws of the State of Mississippi, and it is governed by its Mayor and City Council "Governing Authority"; and

WHEREAS, the City previously advertised for qualifications for Professional Engineering Firms to provide engineering services to the City on an as needed basis; and

WHEREAS, _____, submitted a response to the City's Request for Qualifications, which response is incorporated herein and attached hereto as included as Exhibit "A"; and

WHEREAS, based on the information submitted in response to the Request for Qualifications process, the City desires to enter into a Master Services Agreement with _____ to provide services on an as needed basis, which services are generally set out in Exhibit "B" and include, but are not limited to, preparing preliminary engineering reports, designing projects, providing surveying services, and preparing construction drawings; and

NOW THEREFORE, for and in consideration of the mutual promises and covenants contained herein and for other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, the City and Engineer do hereby contract and agree as follows:

ARTICLE I. SERVICES OF ENGINEER

Engineer understands and agrees that this Agreement is for possible work and does not guarantee or assure that any projects or work assignments will be assigned during the term provided herein. Possible services are set forth in Exhibit "B". Any work assignment under this Agreement shall define the specific scope of work and not to exceed amount and shall be issued on the enclosed "Work Assignment" form attached hereto as Exhibit "C". All work assigned shall become part of this Agreement and shall be subject to the terms and conditions provided herein.

Engineer shall be responsible for all services and materials required to fully perform and completed the assigned work and shall exercise a reasonable standard of conduct and care, according to the prevailing industry standards, in all work, complying with all Federal and State manuals, guides and specifications for work. The City reserves the right to enlarge or reduce the overall scope of services under this Agreement. Engineer may limit or refuse to accept work assignments under this Agreement. Any limitation or refusal must be issued to the City in writing within five (5) days of receipt of the assignment.

Within seven (7) days of receipt of the work assignment, Engineer shall furnish a proposed estimated cost and progress schedule. Project schedules shall include the anticipated time, proposed beginning and conclusion dates, and such intermediate dates as may be required to adequately monitor the progress of the assignment. To meet the needs of the City, the City reserves the right to request changes in the progress schedule. Return of Exhibit "C" to the Director of Engineer or Director of Public Works will be required before a Notice to Proceed is issued. **Engineer may not begin work on any assignment without receiving a Notice to Proceed from the City.**

ARTICLE II. CONTRACT TERM

The Agreement shall commence upon the latest date of execution and continue until June 30, 2029 at 11:59 P.M. Central Standard Time, at which time the Agreement shall automatically terminate. No new work shall be assigned or undertaken after June 30, 2029. Engineer shall complete any work assigned prior to June 30, 2029, with work not to exceed the termination or conclusion date identified by the specific assignment. During the term of this Agreement, the City reserves the right to terminate this Agreement in whole or in part, at any time, with or without cause, upon seven (7) days written notice to the Engineering.

ARTICLE III. RELATIONSHIP OF THE PARTIES

The relationship of the Engineer to the City is that of an independent contractor, and said Engineer, in accordance with its status as an independent contractor, covenants and agrees that it will conduct itself consistent with such status, that it will neither hold itself out as, nor claim to be, an officer or employee of the City by reason hereof. The Engineer will not by reason hereof, make any claim, demand or application or for any right or privilege applicable to an officer or employee of the City, including but not limited to workers' compensation coverage, unemployment insurance benefits, social security coverage, retirement membership or credit, or any form of tax withholding whatsoever.

ARTICLE IV. AVAILABILITY OF FUNDS

It is expressly understood and agreed that the obligation of the City to proceed under this Agreement is conditioned upon the availability of funds, the appropriation of funds by the City of Gulfport, and/or the receipt of state and/or federal funds. If, at any time, the funds anticipated for the fulfillment of this Agreement are not forthcoming or are insufficient, either through the failure of the City to provide funds or of the City to appropriate funds or the discontinuance or material alteration of the program under which funds were provided, or if funds are not otherwise available to the City for the performance of this Agreement, the City shall have the right, upon written notice to the Consultant to immediately terminate or stop work on this Agreement without damage, penalty, cost, or expense to the City of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.

ARTICLE V. COMPENSATION, BILLING AND AUDIT

A. Cost and Fees: Engineer shall be paid on a labor hour/unit cost basis, as set forth in Exhibit "D". **Without prior approval by the Governing Authority, total services provided under this agreement shall not exceed Two Hundred and Fifty Thousand Dollars ($250,000.00) per Work Assignment.** Under no circumstances shall the City be liable for any amounts expended or incurred by Engineer which exceed the maximum dollar amount of compensation.

B. Monthly Billing: Engineer may submit monthly billing statements to the City. A sample of the preferred invoice is attached hereto as Exhibit "E". Each statement shall include time expended and allowable expenses through the end of the billing period. Direct expenses included the cost of long distance telephone calls, testing and printing, if it is not company accounting policy to include the costs in overhead rates. City shall not reimburse for the cost of travel or shipping/mailing charges.

City reserves the right to verify time and expense records, related to work performed for the City, by audit of any or all Engineer's time and accounting records. Should the funding source require, Engineer agrees to allow the funding entity access to records for review. Records shall be available at all times during the period of the Agreement, and for a period of three years following.

Services rendered within a fiscal year (October 1-September 30), may require an invoice requesting payment for services within thirty (30) days of the end of the fiscal year. Should Engineer fail to present the invoice within the allotted time, payment may be delayed.

C. Progress Reports: Engineer shall provide the City monthly progress reports containing a narrative outline of work performed during the billing period, as well as a spreadsheet indicating the amount of progress for each designated assignment. Should the assignment be identified in "parts", the spreadsheet shall contain the progress for each part. A suggested format for Progress Reports is attached hereto as Exhibit "F". This provision shall not apply to any work assignment that is less than thirty (30) days in duration. At the request of the Engineer, the City may waive this requirement, which waiver shall be requested by, and responded to, in writing. Failure to provide progress reports may result in termination of the Agreement.

D. Final Payment: Requests for final payment shall be submitted to the City no later than forty-five (45) days following the completion and/or termination of the work assignment. The City reserves the right to reject any final invoice not timely received. Engineer shall clearly indicate on the last invoice for a work assignment that the payment sought is the "final payment". The Director of Engineering or the Director of Public Works shall confirm that the assignment is completed and ready to be closed, allowing payment of the final invoice. Under no circumstances will the total amount paid exceed the maximum not to exceed amount established for the work assignment.

Engineer agrees and accepts that receipt of final payment shall be in full and final settlement of all claims arising against the City for payment for work completed, materials furnished, cost incurred, or otherwise arising out of this Agreement and/or associated work assignments. In accepting the final payment, Engineer shall release the City from any and all further claims for payment, whether known or unknown, for and on account of the Agreement and/or associated work assignments, including payment for all work done, and labor and materials furnished in connection with the same. Failure to perform, to the satisfaction of the City, all terms of this Agreement and/or associated work assignments, which includes the Scope of Work identified herein, or the Engineer's failure to perform according to the prevailing industry standards, including standards of conduct and care, format and content, shall be corrected by the Engineer without any additional compensation.

E. In the event of termination of this Agreement, any just claims by the Engineer for payment of services rendered prior to the date of termination will be evaluated on a case by case basis. The City shall be liable only for the costs, fees and expenses for demobilization, if applicable, and close out of the Agreement, based on actual time and expenses incurred by Engineer in the packing and shipment of all documents covered by this Agreement. In no event shall the City be liable for lost profits or other consequential damages.

ARTICLE VI. COMPLIANCE WITH APPLICABLE LAW

Engineer shall observe and comply with applicable federal, state, and local laws, rules and regulations, policies and procedures, ordinances, and orders and decrees of bodies or tribunals of the United States of America or any agency thereof, the State of Mississippi or any agency thereof, and any local governments or political subdivisions, that are in effect at the time of the execution of this Agreement or that may later become effective. Engineer shall not discriminate against any employee, nor shall any party be subject to discrimination in the performance of this Agreement because of race, creed, color, sex, national origin, age or disability. Engineer shall execute any and all certifications required by

the City, without limitation a Certification of Compliance with Title VI of the Americans with Disabilities Act, as amended.

Engineer represents that it is in compliance with the Immigration Reform and Control Act of 1986 (Public Law 99-603), as amended, in relation to all employees performing work in the State of Mississippi and does not knowingly employ persons in violation of the United States immigration laws. The Engineer further represents that it is registered and participating in the Department of Homeland Security's E-Verify™ employment eligibility verification program, or successor thereto, and will maintain records of compliance with the Mississippi Employment Protection Act including, but not limited to, requiring compliance certification from all subcontractors and vendors who will participate in the performance of this Agreement and maintaining such certifications for inspection if requested. The Engineer acknowledges that violation may result in the following: (a) cancellation of any public contract and ineligibility for any public contract for up to three (3) years, or (b) the loss of any license, permit, certification or other document granted by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year, or (c) both. The Engineer also acknowledges liability for any additional costs incurred by the City due to such contract cancellation or loss of license or permit.

ARTICLE VII. COVENANT AGAINST CONTINGENT FEES, LOBBYING AND EMPLOYMENT OF CITY PERSONNEL

Engineer warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Engineer, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Engineer, any fee commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award or making of the Agreement. The Engineer warrants that it shall not contribute any money, gift or gratuity of any kind, either directly or indirectly to any employee of the City. For breach or violation of this warranty, the City shall have the right to terminate this Agreement without liability, and the Engineer shall forfeit any sums due hereunder at the time of such breach and may be barred from performing any future services for the City or participating in any future contracts with the City. Unless specifically authorized in writing by the City, Engineer shall not employ any person or persons in the employ of the City for any work required under the terms of this Agreement.

ARTICLE VIII. REVIEW OF WORK

During the term of this Agreement, authorized representatives of the City may, at all reasonable times review and inspect the services and work assignments, including all reports, drawings, studies, maps and computations prepared by and for the Engineer in connection with this Agreement. As applicable and/or as required under the work assignment, Engineer shall make services and work assignments available for review by authorized State or Federal representatives, including, but not limited to, the Federal Highway Administration, the Federal Emergency Management Agency, the Mississippi Emergency Management Agency, the Mississippi Department of Transportation, the Mississippi Department of Environmental Quality, the Mississippi Department of Health, and the Mississippi Department of Marine Resources. Inspection does not automatically make the inspecting entity a party to the Agreement.

Engineer shall be responsible for performance of and compliance with all terms of this Agreement and shall be responsible for correcting any errors and/or omissions, including those that relate to the conduct of care, format and content of material, professional quality and technical accuracy of all designs, drawings, specifications, and other services furnished by the Engineer that may be identified during or outside of a review. Any corrections necessary for compliance shall be at the Engineer's expense.

Any breach of contract, including, but not limited to deficiencies or errors and/or omissions in designs, plans, drawings, specifications , or other services, discovered by the City during the performance of the

work shall immediately be addressed by the Engineer. Engineer shall provide a written statement of proposed remedy no less than ten (10) days after the identification of the breach. Any work performed to remedy the breach shall be at the expense of the Engineer.

Any breach of contract, including, but not limited to deficiencies or errors and/or omissions in designs, plans, drawings, specifications , or other services, discovered by the City after final acceptance of the work shall, without additional compensation, be corrected by the Engineer. If Engineer fails, or is unable to correct, the City reserves the right to have the deficiencies corrected. Any costs incurred by the City for such corrections shall be the responsibility of the Engineer. City shall provide Engineer an opportunity to correct any identified breach unless:

1) The City determines, in its sole discretion, that the Engineer cannot cure the breach within the schedule established by the City; or

2) The City determines, in its sole discretion, that the Engineer cannot cure the breach to the satisfaction of the City.

ARTICLE IX. OWNERSHIP OF PRODUCTS, DOCUMENTS AND WORK

Engineer agrees that all reports, computer information and access, drawings, studies, notes, maps and other data, prepared by and for them under the terms of this Agreement shall be delivered to, become and remain in the property of the City upon creation and shall be delivered to the City upon termination or completion of work, or upon request of the City regardless of any claim or dispute between the parties. All such data shall be delivered within thirty (30) days of receipt of a written request by the City.

The Parties intend and agree that this Agreement is a contract for services and each party considers the products and results of the services to be rendered by the Engineer hereunder, including any and all material produced and/or delivered under this Agreement, to be a "work made for hire" under U.S. copyright and all applicable laws. Engineer acknowledges and agrees that the City owns all right, title, and interest in and to the Work including, without limitation, the copyright thereto and all trademark, patent, and all intellectual property rights thereto.

If for any reason the Work would not be considered a work made for hire under applicable law, or in the event this Agreement is determined to be other than a contract or agreement for a work made for hire, the Engineer does hereby transfer and assign to the City, and its successors and assigns, the entire right, title, and interest in and to any Work prepared hereunder including, without limitation, the following: the copyright and all trademark, patent, and all intellectual property rights in the Work and any registrations and copyright, and/or all other intellectual property, applications relating thereto and any renewals and extensions thereof; all works based upon, derived from, or incorporating the Work; all income, royalties, damages, claims, and payments now or hereafter due or payable with respect thereto; all causes of action, either in law or in equity, for past, present, or future infringement based on the copyrights and/or all other intellectual property; all rights, including all rights to claim priority, corresponding to the foregoing in the United States and its territorial possessions and in all foreign countries. The Engineer agrees to execute all papers and perform such other proper acts as the City may deem necessary to secure for the City or its designee the rights herein assigned.

The City may, without any notice or obligation of further compensation to the Engineer, publish, re-publish, anthologize, use, disseminate, license, or sell the Work in any format or medium now known or hereafter invented or devised. The City's rights shall include, without limitation, the rights to publish, re-publish, or license a third party to publish, re-publish, or sell the Work in print, on the World Wide Web, or in any other electronic or digital format or database now known or hereafter invented or devised, as a separate isolated work or as part of a compilation or other collective work, including a work different

in form from the first publication, and to include or license a third party to include the Work in an electronic or digital database or any other medium or format now known or hereafter invented or devised.

The Engineer shall obtain any and all right, title, and interest to all input and/or material from any third party sub-consultant, or any other party, who may provide such input and/or material to any portion of the Work so that said right, title, and interest, and all such interest in and to the Work including, without limitation, the copyright thereto and all trademark, patent, and all intellectual property rights thereto, shall belong to the City.

For any intellectual property rights currently owned by third parties or by the Engineer and not subject to the terms of this Agreement, the Engineer agrees that it will obtain or grant royalty-free, nonexclusive, irrevocable license(s) for or to the City at no cost to the City to use all copyrighted or copyrightable work(s) and all other intellectual property which is incorporated in the material furnished under this Agreement. Further, the Engineer warrants and represents to the City that it has obtained or granted any and all such licensing prior to presentation of any Work to the City under this Agreement. This obligation of the Engineer does not apply to a situation involving a third party who enters a license agreement directly with the City.

ARTICLE X. SUBLETTING, ASSIGNMENT OR TRANSFER

Neither this Agreement, nor any right or obligation hereunder may be assigned or transferred in whole or in part by Engineer without prior written consent of the City. Under no circumstance will Engineer be allowed to sublet more than sixty percent (60%) of the work required under this Agreement. Specific projects or phases of the work assigned under this contract may be sublet provided that the Engineer performs at least forty percent (40%) of the overall contract. Consent by the City to sublet a portion of the work shall not relieve Engineer from any of its obligations hereunder. Engineer is required to maintain full management responsibility throughout the duration of the Agreement. The City reserves the right to review all subcontract documents and agreements, including any subcontractor's cost estimates, entered into with respect to this Agreement.

ARTICLE XI. CONFIDENTIAL INFORMATION AND PRODUCTION OF DOCUMENTS

It is understood that from time to time confidential and/or privileged information may be shared. Engineer agrees not to disclose any privileged or confidential information unless (a) disclosure is authorized by the City in writing; (b) is reasonably required in connection with the fulfillment of the disclosing party's obligations hereunder and made only to the minimum extent necessary to carry out such obligations; (c) is information which had generally become known to the public other than through the disclosure thereof by the disclosing party or which is otherwise subject to disclosure under state or federal law and not within any exemption from such disclosure; (d) to any authorized attorney, accountant or other professional advisor of the disclosing party under confidentiality agreements and/or attorney-client or similar privilege; or (e) pursuant to any compulsory legal process.

Engineer agrees that it shall immediately refer any third party who requests information pertaining to the work under this Agreement. This Article shall not apply to information in whatever form that comes into the public domain, nor shall it restrict the Engineer from giving notices required by law or complying with an order to provide information or data when such order is issued by a court, administrative agency or other authority with proper jurisdiction, or if it is reasonably necessary for the Engineer to defend itself from any suit or claim. Any published finding, report or recommendation shall include the following provision:

The opinions, findings, and conclusions in this publication are those of the author(s) and not necessarily those of the CITY OF GULFPORT.

ARTICLE XII. STOP WORK ORDER

A. **Order to Stop Work.** The City may, by written order to the Engineer at any time, and without notice to any surety, require the Engineer to stop all or any part of the work called for by this Agreement. This order shall be for a specified period not exceeding thirty (30) days after the order is delivered to the Engineer unless the parties agree to any further period. Any such order shall be identified specifically as a stop work order issued pursuant to this clause. Upon receipt of such an order, the Engineer shall forthwith comply with its terms and take all steps to minimize the occurrence of costs allocable to the work covered by the order during the period of work stoppage. Before the stop work order expires, or within any further period to which the parties shall have agreed, the City shall either:

(1) cancel the stop work order; or

(2) terminate the work covered by such order according to the terms provided herein

B. **Cancellation or Expiration of the Order.** If a stop work order issued under this clause is canceled at any time during the period specified in the order, or if the period of the order or any extension thereof expires, the Engineer shall have the right to resume work. If the City decides that it is justified, an appropriate adjustment may be made in the delivery schedule. If the stop work order results in an increase in the time required for or in the Engineer's cost properly allocable to the performance of any part of this Agreement and the Engineer asserts a claim for such an adjustment within 30 days after the end of the period of work stoppage, an equitable adjustment in this Agreement may be made by written modification of this Agreement as provided by the terms of this Agreement.

C. **Termination of Stopped Work.** If a stop work order is not canceled and the work covered by such order is terminated, the Engineer may be paid for services rendered prior to the Termination. In addition to payment for services rendered prior to the date of termination, the City shall be liable only for the costs, fees, and expenses for demobilization and close out of this Agreement, based on actual time and expenses incurred by the Engineer in the packaging and shipment of all documents covered by this Agreement to the City. In no event shall the City be liable for lost profits or other consequential damages.

ARTICLE XIII. INSURANCE

Prior to commencement of work under this Agreement, Engineer shall obtain and furnish certificates of coverage, or any required documentation to evidence coverage, to the City for the following minimum amounts of insurance:

A. Workers Compensation Insurance as required by the State of Mississippi;

B. Comprehensive General Liability Insurance with a minimum combined limit of not less than One Million Dollars ($1,000,000.00) per occurrence, including coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, contractors protective, sudden and accidental pollution, products and completed operations, and coverage for other hazards;

C. Valuable Documents Insurance, whether as part of the property damage insurance referenced above or as separate insurance, in an amount sufficient to cover all costs associated with repairing, restoring, or replacing any documents kept or created by Engineer, as a part of the services, in the event of casualty to, or loss or theft of such documents;

D. Errors and Omissions Insurance in an amount not less than One Million Dollars ($1,000,000.00) per incident; One Million Dollars ($1,000,000.00) aggregate; and

E. Comprehensive Automobile Liability Insurance with a combined single limit for bodily injury and property damage of not less than One Million Dollars ($1,000,000.00) per incident with respect to the Engineer's owned, hired, or non-owned vehicles, assigned to or used in the performance of services.

The City shall be listed as a certificate holder or additional insured on any of the insurance required under this Agreement. Insurance identified herein shall be maintained in full force and effect by the Engineer throughout the duration of the Agreement, including any extra time for which ongoing work is completed. Should Engineer cease to carry the errors and/or omissions coverage provided herein, Engineer shall obtain "tail" or extension coverage at the same limits for a period of not less than three (3) years subsequent to policy termination or Agreement termination, whichever is longer.

In the event that the Engineer retains any subcontractor or other personnel to perform services or to carry out any activities under or incident to work on any work assigned as part of this Agreement, Engineer agrees to obtain from said subcontractor or other personnel, certificates of insurance demonstrating that said subcontractor or other personnel has all of the above coverage or sufficient coverage to cover their portion of the work. As an alternative, Engineer may include said subcontractor or other personnel within Engineer's coverage for the duration of the work assignment involving the subcontractor or other personnel. Should Engineer change carriers or policies for any insurance required herein, Engineer shall provider new certificates of coverage, as well as any retroactive coverage from the new carrier. If the Engineer fails to procure or maintain required insurance, the City may immediately terminate this Agreement.

ARTICLE XIV. RESPONSIBILITIES FOR CLAIMS AND LIABILITIES

Engineer, and its agents, servants, employees, and representatives agree to fully indemnify and hold harmless the City and its employees, agents, and officials with respect to and from and against any and all claims, demands, causes of actions, damages, including, but not limited to, any and all indirect, special, incidental, punitive, or consequential damages, injuries, fees, expenses, penalties, lawsuits, judgments, and orders, including without limitation, attorney's fees, which in any way arise out of or relate to any negligent, intentional, willful or grossly negligent acts of omission or commission of or attributed to Engineer and/or its agents, servants, employees, sub-contractors, officials, visitors, invitees, and/or guests. Engineer's obligations to indemnify and hold harmless, or at the City's option, participate and associate with the City in defense of any claim for damage, lien or suit and/or any related settlement negotiations shall be initiated by the City's Notice of Claim for Indemnification to the Engineer.

ARTICLE XV. CONTRACT DISPUTES

This Agreement shall be deemed to have been executed in Harrison County, Mississippi. Any claim or action brought by either party related to this Agreement shall be brought in a court of competent jurisdiction in Harrison County, First Judicial District. This Agreement shall be governed by the laws of the State of Mississippi and such Mississippi laws shall apply to the construction or enforcement of all provisions of this Agreement and to any action which may be brought pursuant thereto. Any right or remedy under this Agreement is cumulative, not exclusive, and is in addition to any other rights or remedies either provided in this Agreement or otherwise available at law or in equity. Failure to exercise or delay in exercising any rights shall not constitute a waiver in whole or in part of any such rights.

ARTICLE XVI. CONFLICT OF INTEREST

The Engineer covenants that no public or private interests exist and none shall be acquired directly or indirectly which would conflict in any manner with the performance of the Engineer's Agreement. The Engineer further covenants that no employee of the Engineer or of any sub-consultant, regardless of his/her position, is to personally benefit directly or indirectly from the performance of the services or from any knowledge obtained during the Engineer's execution of this Agreement.

ARTICLE XVII. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the City and the Engineer and no prior written or oral covenants or representations relating thereto and not set forth herein shall be binding on either party hereto. Any changes or amendments to this Agreement shall be approved by the Governing Authority in writing.

ARTICLE XVIII. WAIVER

The failure of either the City or the Engineer to enforce at any time or for any period of time any provision hereof shall not be construed to be a waiver of such provision of the right thereafter to enforce each and every provision. No waiver to this Agreement by either the City or the Engineer, either express or implied, or any breach of any term, condition or obligation of this Agreement shall be construed as a waiver of any subsequent breach of that term, condition or obligation or of any other term, condition or obligation of this Agreement.

ARTICLE XIX. SEVERABILITY

If any word, clause, sentence, paragraph, condition, provision, or term of this Agreement is or hereafter becomes legally unenforceable, the same shall be severed from this agreement, and all remaining provisions of this Agreement, shall be unaffected, and shall be interpreted in accordance with the express written intention of this Agreement.

ARTICLE XX. KEY PERSONNEL & DESIGNATED AGENTS

Engineer agrees that Key Personnel identified as assigned to this Agreement shall not be changed or reassigned without prior approval of the City or, if prior approval is impossible, then notice to the City and subsequent review by the City which may approve or disapprove the action. For purposes of implementing this section and all other sections of this Agreement with regard to notice, the following individuals are herewith designated as agents for the respective parties unless otherwise identified in the addenda hereto:

CITY:

For Contractual Matters:	For Technical Matters:
Jeremy R. Harrison, P.E. Director of Engineering 4050 Hewes Avenue Gulfport, Mississippi 39507 (228) 868-5740 (228) 868-5822 Fax Email: jharrison@gulfport-ms.gov	Same

or

J. Tyler Gentry Director of Public Works 4050 Hewes Avenue Gulfport, Mississippi 39507 (228) 868-5740 (228) 868-5822 (fax) Email: jgentry@gulfport-ms.gov	Same

ENGINEER:

For Contractual Matters:	For Technical Matters:

_____
_____
_____

IN WITNESS WHEREOF as duly authorized:

City of Gulfport

By: _____ Attest: _____
Mayor Clerk

Dated: _____, 20___

Engineer:

By: _____ Dated: _____, 20___

EXHBIT "A"

ENGINEER'S QUALIFICATIONS

EXHIBIT “B”

PROFESSIONAL SERVICES

Engineer shall provide a list of professional services offered by their firm.

EXHIBIT "C"

WORK ASSIGNMENT

WORK ASSIGNMENT NO. ___-___ 20__-__

PROJECT NUMBER: _____
CITY OF GULFPORT
HARRISON COUNTY

This Work Assignment is executed in accordance with the Master Services Agreement entered into by the City of Gulfport, Mississippi and _____, on the _____day of _____ 20___.

WHEREAS, each of said parties represents that it continues to have authority to execute this Work Assignment and that all certifications previously made in said Agreement remain in effect;

NOW THEREFORE, the parties hereto do further contract and agree to add the following items of work to the above Agreement under the additional terms and conditions as are hereinafter stated:

SPECIFIC SCOPE OF WORK FOR THIS WORK ASSIGNMENT OR PHASE

{{{{Insert specific Scope of Work for this Work Assignment}}}}
{{{{Make sure Termination is defined in the Work Assignment}}}}

WORK ASSIGNMENT TERM [No new Work Assignments shall be executed after _____ ***{Enter Master Contract Termination Date Here}___***.]

This WORK ASSIGNMENT shall be effective upon the latest date of execution hereof and continue until *_insert Work Assignment Termination date here____*, at 11:59 P.M. CDT. However, the Engineer may not begin work prior to receiving a Notice to Proceed.

DBE GOAL
The DBE goal established for this Work Assignment shall be ___ %.

KEY PERSONNEL

{{{{Designate project engineer and the Engineer's project representative here. Also include a list of any key personnel who are dedicated to this particular job by the CONSULTANT. }}}}

CITY PROJECT ENGINEER:

CONSULTANT PROJECT MANAGER:
(Certified as a Professional Engineer to do business in the State of Mississippi)

_____ _____

PROGRESS SCHEDULE

{{{{Attach at the end of "Exhibit C" the progress schedule, including a not to exceed date}}}}

MAXIMUM ALLOWABLE COST ***{Delete the other cost methods not used}***
Contract Maximums:

[Use for Labor Hour/Unit Cost Work Assignments]

Under no circumstances shall the amount payable by the City for this assignment exceed $_____ (Total of all Charges) without the prior written consent of both parties. The Labor Rates have been identified in Table 1: Rate Schedule for Labor Hours.

Table 1: Rate Schedule for Labor Hours

NAMES	LABOR CLASSIFICATION	RATE

Both parties hereto represent that they have authority to enter into Work Assignment No._____, as "Exhibit C" of the Agreement executed by and between the City and Engineer to which is now made a part of said Agreement.

SO EXECUTED AND AGREED THIS THE _____ DAY OF _____, _____.

City of Gulfport, Mississippi

_____
By:

WITNESS this my signature in execution hereof, this the _____ day of _____, 20__.

CONSULTANT NAME GOES HERE

_____
By:

ATTEST:_____

EXHIBIT "D"

FEES AND EXPENSES

The City shall pay the Engineer on an actual Labor Hour/Unit Cost Basis for the satisfactory completion of the Scope of Work set forth herein, for all salaries, payroll additives, overhead, direct costs and the Engineer's fixed fees attributable to a Work Assignment. The Engineer shall prepare an estimate for the specific work identified for the contemplated transportation improvement, and the City shall review and may approve this amount on a Work Assignment by Work Assignment basis using typical rates, and when acceptable issue the Notice to Proceed to the Engineer.

Actual costs as the term is used herein shall include all direct salaries, payroll additives, overhead and direct. Direct salaries are those amounts actually paid to the person performing the services which are deemed reasonably necessary by the City for the advancement of the Scope of Work. Overtime work is not contemplated by the Work Assignment. Accordingly, direct salaries chargeable to the Work Assignment shall not include any overtime premium. Salaries for officers, principals or partners shall not increase at a rate in excess of that for other employees. Payroll additives and overhead consist of employee fringe benefits and that part of Engineer's allowable indirect costs attributable to the Work Assignment.

Direct costs are those charges deemed reasonably necessary by the City for the successful completion of the Scope of Work which are charged directly to the Work Assignment and not included in overhead.

Fixed-fee as the term is used herein shall mean a dollar amount established to cover the Engineer's profit and business expenses not allocable to overhead for the successful completion of the Services.

Labor Hour as the term is used herein shall include all direct salaries, payroll additives, overhead, and profit. Unit-Costs, as the term is used herein shall include all direct costs and profit. Labor Hour/Unit-Costs are not subject to any adjustments on the basis of the Engineer's cost experience in performing the Work Assignment. The Labor Hour/Unit-Costs shall be paid based on the rates established in the Work Assignment

Each month, the Engineer shall submit OCR-484-C found on MDOT's website to the CITY along with the Invoice. This form certifies payments to all Subcontractors and shows all firms even if the Engineer has paid no monies to the firm during that estimate period (negative report).

If requested by City all labor charges for services must be substantiated by supporting data, i.e. certified time sheets, daily logs, check stubs, pay vouchers, etc.

Direct costs:

The City will reimburse the Engineer's printing, long distance phone calls, and testing for actual documented expenses. All Direct costs shall be substantiated with supporting documentation. Testing costs shall not exceed 2% of the construction costs and the CITY shall approve the testing agreement in advance of testing working being performed. All direct expenses will be reimbursed upon receipt of acceptable paid invoices.

Direct Salaries:

Direct salaries shall not exceed those amounts actually paid to an employee performing services reasonably necessary for the completion of the Scope of Work set forth under "Exhibit B" to this Agreement.

EXHIBIT "E"

SAMPLE INVOICE
[Labor-Hour/Unit Cost]

City of Gulfport, Mississippi
Attn:_____
_____
_____ Date:_____

Invoice No. 0000
Period _____, 20__ Through ____, 20__

PROFESSIONAL SERVICES IN ACCORDANCE WITH MASTER SERVICES AGREEMENT

Project No.. ___-___-____-____-____in Harrison County, Mississippi
Work Assignment: ____-_____ _____-_____
Engineer:_____

	Current Period	Previous Estimate	Total Allowed to Date
Labor Costs *	$	$	$
Direct Costs **	$	$	$
Project Total	$	$	$
Amount Due this Invoice			$

NOTE:

1. * PAYROLL ADDITIVES (INCLUDING ALL FRINGE BENEFITS & OVERHEAD)
2. THE ESTIMATED FCCM FOR COST PROPOSALS AND SUPPLEMENTAL AGREEMENTS MUST BE SPECIFICALLY IDENTIFIED AND DISTINGUISHED FROM THE OTHER COSTS. PROFIT/FEE SHALL NOT INCLUDE AMOUNTS APPLICABLE TO FCCM.
3. ** DIRECT COSTS (ATTACH SUPPORTING DATA)
4. THE CONSULTANT MAY USE ITS OWN INVOICE FORM SO LONG AS IT HAS BEEN APPROVED BY THE CONSULTANT SERVICES DIRECTOR. PRIOR TO SUBMISSION BY THE CONSULTANT SAID FORM SHOULD, AT A MINIMUM, CONTAIN THE ABOVE INFORMATION

SUPPORTING DATA (Sample Only)

Project No. 00-0000-00-000-00
County _____

Employee and Classification	Rate of Pay	Current Period Hours	Current Period Costs	Previous Period Costs	Costs to Date
John P. Public, Jr. Engineer	$0.00/hour	0.00	$0.00	$0.00	$0.00
John P. Public, Jr. Designer	$0.00/hour	0.00	$0.00	$0.00	$0.00
John P. Public, Jr. Technician	$0.00/hour	0.00	$0.00	$0.00	$0.00
SUBTOTAL	$0.00/hour	0.00	$0.00	$0.00	$0.00
TOTAL LABOR					
Direct Costs					
PROJECT TOTAL					

EXHIBIT "F"

PROGRESS REPORT

MONTHLY PROJECT STATUS REPORT
Reporting Period:
City Representative:
Consultant:
Project No.:
Project Description:
Work Completed:
Work Planned:
Issues to be Addressed:

Report Submitted by:_____ Date:_____

EXHIBIT "G"

NOTICE TO CONTRACTORS, FEDERAL AID CONTRACT COMPLIANCE WITH TITLE VI OF THE AMERICANS WITH DISABILITIES ACT, COPELAND ANTI-KICKBACK ACT, DAVIS BACON ACT, CONTRACT WORK HOURS AND SAFETY STANDARDS ACT, CLEAN AIR ACT, ENERGY POLICY AND CONSERVATION ACT, DISADVANTAGED BUSINESS ENTERPRISES ACT, WORKER VISIBILITY

During the performance of this Agreement, the Engineer, for itself, its assignees and successor-in-interest (hereinafter referred to as the "Engineer") agrees as follows:

1. Compliance with Regulations: The Engineer will comply with the Regulations of the City, relative to nondiscrimination in Federally-assisted programs of the U. S. Department of Transportation (Title 49, Code of Federal Regulations, Part 21, hereinafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of this Agreement.

2. Nondiscrimination: The Engineer, with regard to the work performed by it after award and prior to completion of the contract work, will not discriminate on the grounds of race, religion, color, sex, national origin, age or disability in the selection and retention of sub-consultants including procurement of materials and leases of equipment. The Engineer will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when this Agreement covers a program set forth in Appendix B of the Regulations. In addition, the Engineer will not participate either directly or indirectly in discrimination prohibited by 23 C.F.R. 710.405(b).

3. Solicitations for Subcontracts. Including Procurement of Materials and Equipment: In all Solicitations, either by competitive bidding or negotiation made by the Engineer for work to be performed under a subcontract, including procurement of materials or equipment, each potential sub-consultant or supplier shall be notified by the Engineer of the Engineer's obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, religion, color, sex, national origin, age or disability.

4. Anti-kick back provisions: All agreements and subcontracts for construction or repair shall include a provision for compliance with the Copeland "Anti-Kick Back" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR, Part 3). This Act provides that each consultant/contractor or sub-consultant/sub-contractor shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The Engineer shall report all suspected or reported violations to the City.

5. Davis Bacon Act: When required by the federal grant program legislation, all construction contracts awarded to contractors and subcontractors in excess of $2,000 shall include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 276a to a-7) and as supplemented by Department of Labor regulations (29 CFR, Part 5). Under this Act, contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less often than once a week.

6. Contract Work Hours and Safety Standards Act: Where applicable, all contracts awarded by contractors and subcontractors in excess of $2,000 for construction contracts and in excess of $2,500 for other contracts which involve the employment of mechanics or laborers shall include a provision for

compliance with sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor Regulations (29 CFR, Part 5). Under section 103 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1 1/2 times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction, safety, and health standards promulgated by the Secretary of Labor. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

7. Clean Air Act: Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clear Air Act (42 U.S.C. 1857 (h), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15) (Contracts and subcontracts in amounts in excess of $100,000).

8. Energy Policy and Conservation Act: Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163).

9. Disadvantaged Business Enterprises (DBE): It is the policy of the City to comply with the requirements of 49 C.F.R. 26, to prohibit unlawful discrimination, to meet its goal for DBE participation, to meet that goal whenever possible by race-neutral means, to create a level playing field, and to achieve that amount of DBE participation that would be obtained in an non-discriminatory market place. To meet that objective in any United States Department of Transportation assisted contracts, the City and the Engineer shall comply with the "Mississippi Department of Transportation's Disadvantage Business Enterprise Programs For United States Department Of Transportation Assisted Contracts".

Neither the Engineer, nor any sub-recipient or sub-consultant shall discriminate on the bases of race, color, national origin, or sex in the performance of this Agreement. The Engineer shall carry out applicable requirements of 49 C.F.R. 26 in the award and administration of United States Department of Transportation assisted contracts. Failure of the Engineer to carry out those requirements is a material breach of this Agreement which may result in the termination of this Agreement or such other remedies as the City deems appropriate.

10. Worker Visibility: All workers within the right-of-way of a Federal-aid highway who are exposed either to traffic (vehicles using the highway for the purposes of travel) or to construction equipment within the work area shall wear high-visibility safety apparel – personal protective safety clothing that is intended to provide conspicuity during both daytime and nighttime usage, and that meets the Performance Class 2 or 3 requirements of the ANSI/ISEA 107–2004 publication entitled ''American National Standard for High-Visibility Safety Apparel and Headwear" – for compliance with 23 CFR, Part 634.

EXHIBIT "H"

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS - Certification in accordance with Section 29.510 Appendix A, C.F.R. Vol. 53, No. 102, page 19210 and 19211:

(1) The CONSULTANT certifies to the best of its knowledge and belief that it and its principals:

(a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;

(b) have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or Agreement 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 (l)(b) of this certification: and

(d) have not within a three-year period preceding this application/proposal had one or more public transactions (federal, state or local) terminated for cause or default;

(e) has not either directly or indirectly entered into any agreement participated in any collusion; or otherwise taken any action in restraint of free competitive negotiation in connection with this Agreement.

(2) The Engineer further certifies, to the best of his/her knowledge and belief, that:

(f) No federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a member of Congress, an officer or employee of Congress, or employee of a member of Congress in connection with the awarding of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(g) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer of employee of Congress, or any employee of a member of Congress in connection with this Agreement, Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions will be completed and submitted.

The certification contained in (1) and (2) above is a material representation of fact upon which reliance is placed and a pre-requisite imposed by Section 1352, Title 31, U. S. Code prior to entering into this Agreement. Failure to comply shall be subject to a civil penalty of not less than $10,000 and not more than $100,000.00. The Engineer shall include the language of the certification in all subcontracts exceeding $25,000.00 and all sub-consultants shall certify and disclose accordingly.

I hereby certify that I am the duly authorized representative of the Engineer for purposes of making this certification, and that neither I, nor any principal, officer, shareholder or employee of the above firm has:

(a) employed or retained for commission, percentages, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above Engineer) to solicit or secure this agreement,

(b) agreed, as an express or implied condition for obtaining this Agreement, to employ or retain the services of any firm or person in connection with carrying out the agreement, or

(c) paid, or agreed to pay, to any firm, organization or person (other than a bone fide employee working solely for me or the above Engineer) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the agreement; except as herein expressly stated (if any).

I acknowledge that this Agreement may be furnished to the Federal Highway Administration, United States Department of Transportation, or any other applicable Federal or State Agency in connection with the Agreement involving participation of Federal-Aid Highway funds, and is subject to applicable state and federal laws, both criminal and civil.

SO CERTIFIED this_____ day of _____, 20__.

{Enter Consultant's Name}

_____
{Type name}

ATTEST: _____

My Commission Expires: _____
Notary

EXHIBIT "I"

PRIME CONSULTANT / CONTRACTOR EEV CERTIFICATION AND AGREEMENT

By executing this Certification and Agreement, the undersigned verifies its compliance with the, "Mississippi Employment Protection Act," Section 71-11-3 of the Mississippi Code of 1972, as amended, and any rules or regulations promulgated by the CITY, Mississippi Transportation Commission [MTC], Department of Employment Security, State Tax Commission, Secretary of State, Department of Human Services in accordance with the Mississippi Administrative Procedures Law (Section 25-43-1 et seq., Mississippi Code of 1972, as amended), stating affirmatively that the individual, firm, or corporation which is contracting with the CITY has registered with and is participating in a federal work authorization program* operated by the United States Department of Homeland Security to electronically verify information of newly hired employees pursuant to the Immigration Reform and Control Act of 1986, Pub.L. 99-603,100 Stat 3359, as amended. The undersigned agrees to inform the CITY if the undersigned is no longer registered or participating in the program.

The undersigned agrees that, should it employ or contract with any entity(s) in connection with the performance of this Agreement, the undersigned will secure from such entity(s) verification of compliance with the Mississippi Employment Protection Act. The undersigned further agrees to maintain records of such compliance and provide a copy of each such verification to the City, if requested, for the benefit of the City or this Contract.

_____

EEV* Company Identification Number [Required]

The undersigned certifies that the above information is complete, true and correct to the best of my knowledge and belief. The undersigned acknowledges that any violation may be subject to the cancellation of the contract, ineligibility for any state or public contract for up to three (3) years, the loss of any license, permit, certificate or other document granted by any agency, department or government entity for the right to do business in Mississippi for up to one (1) year, or both, any and all additional costs incurred because of the contract cancellation or the loss of any license or permit, and may be subject to additional felony prosecution for knowingly or recklessly accepting employment for compensation from an unauthorized alien as defined by 8 U.S.C §1324a(h)(3), said action punishable by imprisonment for not less than one (1) year nor more than five (5) years, a fine of not less than One Thousand Dollars ($1,000.00) nor more than Ten Thousand Dollars ($10,000.00), or both, in addition to such prosecution and penalties as provided by Federal law.

BY:_____ _____

Authorized Officer or Agent Date

_____ _____

Printed Name of Authorized Officer or Agent Title of Authorized Officer or Agent of Contractor /Consultant

SWORN TO AND SUBSCRIBED before me on this the _____ day of _____, 20____.

_____

NOTARY PUBLIC

My Commission Expires: _____

* As of the effective date of the Mississippi Employment Protection Act, the applicable federal work authorization program is E-Verify™ operated by the U. S. Citizenship and Immigration Services of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration.

COVINGTON
CIVIL AND ENVIRONMENTAL

RECEIVED 12/4

December 3, 2025

Mr. Jeremy Harrison
Director of Engineering
4050 Hewes Ave
Gulfport, MS 39501

Re: Engineering Master Services Agreement – City of Gulfport

Dear Mr. Harrison:

Covington Civil & Environmental LLC (Covington) is pleased to furnish the City of Gulfport our contract for Engineering Master Services Agreement. Our team is ready to serve the City of Gulfport on a wide range of professional services including but not limited to the following: Engineering & Design, Coastal & Waterfront Engineering, Construction Administration, Program & Project Management, Environmental Consulting, Surveying Services, Utility Modeling Services, etc.

Covington greatly appreciates the opportunity to provide these services and looks forward to working with the City of Gulfport. If you have questions or require additional information, please contact (228) 396-0486.

Sincerely,

Benjamin Benvenutti, P.E.
Principal Engineer
Covington Civil & Environmental, LLC

Fax: (228) 396-0487
2300 14th Street
Gulfport, Mississippi 39501
Phone: (228) 396-0486

Memorandum

To: Mayor Hugh Keating and Members of the City Council

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

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

Date: December 5, 2025

Re: **Recommendation to Approve 2025 Master Services Agreements**

Attached for your consideration is the 2025 Master Services Agreements for the following Engineering Firms:

1. Covington Civil & Environmental, LLC
2. Neel Schaffer
3. Brown Mitchell & Alexander, Inc.
4. Seymour Engineering
5. Waggoner Engineering
6. Overstreet & Associates
7. Garver
8. Michael Baker International
9. Machado Patano Design Group
10. Engineering Xcellence

I recommend approval of this item.

Attachments:

1. 2025 Master Services Agreement
2. Cover Letters from Selected Firms

Office of the Director of Engineering | 4050 Hewes Avenue | Gulfport, MS 39507-3903
P: 228.868.5740 | E:jharrison@gulfport-ms.gov | www.gulfport-ms.gov

ENGINEERING MASTER SERVICES AGREEMENT
BETWEEN
THE CITY OF GULFPORT, MISSISSIPPI
AND

_____

THIS AGREEMENT, made and entered into this the ____ day of _____, 20___, at Gulfport, Mississippi, by and between the City of Gulfport, Mississippi, acting by and through its Mayor and City Council ("the Governing Authority") hereinafter referred to as "Owner" or "City" and _____, hereinafter "Contractor" or "Engineer", with its principal place of business at _____, for the purposes, and on the terms and conditions, and under the authority hereinafter set forth:

WITNESS THAT:

WHEREAS, the City of Gulfport, Mississippi, is a municipal corporation, organized and existing according to the laws of the State of Mississippi, and it is governed by its Mayor and City Council "Governing Authority"; and

WHEREAS, the City previously advertised for qualifications for Professional Engineering Firms to provide engineering services to the City on an as needed basis; and

WHEREAS, _____, submitted a response to the City's Request for Qualifications, which response is incorporated herein and attached hereto as included as Exhibit "A"; and

WHEREAS, based on the information submitted in response to the Request for Qualifications process, the City desires to enter into a Master Services Agreement with _____ to provide services on an as needed basis, which services are generally set out in Exhibit "B" and include, but are not limited to, preparing preliminary engineering reports, designing projects, providing surveying services, and preparing construction drawings; and

NOW THEREFORE, for and in consideration of the mutual promises and covenants contained herein and for other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, the City and Engineer do hereby contract and agree as follows:

ARTICLE I. SERVICES OF ENGINEER

Engineer understands and agrees that this Agreement is for possible work and does not guarantee or assure that any projects or work assignments will be assigned during the term provided herein. Possible services are set forth in Exhibit "B". Any work assignment under this Agreement shall define the specific scope of work and not to exceed amount and shall be issued on the enclosed "Work Assignment" form attached hereto as Exhibit "C". All work assigned shall become part of this Agreement and shall be subject to the terms and conditions provided herein.

Engineer shall be responsible for all services and materials required to fully perform and completed the assigned work and shall exercise a reasonable standard of conduct and care, according to the prevailing industry standards, in all work, complying with all Federal and State manuals, guides and specifications for work. The City reserves the right to enlarge or reduce the overall scope of services under this Agreement. Engineer may limit or refuse to accept work assignments under this Agreement. Any limitation or refusal must be issued to the City in writing within five (5) days of receipt of the assignment.

Within seven (7) days of receipt of the work assignment, Engineer shall furnish a proposed estimated cost and progress schedule. Project schedules shall include the anticipated time, proposed beginning and conclusion dates, and such intermediate dates as may be required to adequately monitor the progress of the assignment. To meet the needs of the City, the City reserves the right to request changes in the progress schedule. Return of Exhibit "C" to the Director of Engineer or Director of Public Works will be required before a Notice to Proceed is issued. **Engineer may not begin work on any assignment without receiving a Notice to Proceed from the City.**

ARTICLE II. CONTRACT TERM

The Agreement shall commence upon the latest date of execution and continue until June 30, 2029 at 11:59 P.M. Central Standard Time, at which time the Agreement shall automatically terminate. No new work shall be assigned or undertaken after June 30, 2029. Engineer shall complete any work assigned prior to June 30, 2029, with work not to exceed the termination or conclusion date identified by the specific assignment. During the term of this Agreement, the City reserves the right to terminate this Agreement in whole or in part, at any time, with or without cause, upon seven (7) days written notice to the Engineering.

ARTICLE III. RELATIONSHIP OF THE PARTIES

The relationship of the Engineer to the City is that of an independent contractor, and said Engineer, in accordance with its status as an independent contractor, covenants and agrees that it will conduct itself consistent with such status, that it will neither hold itself out as, nor claim to be, an officer or employee of the City by reason hereof. The Engineer will not by reason hereof, make any claim, demand or application or for any right or privilege applicable to an officer or employee of the City, including but not limited to workers' compensation coverage, unemployment insurance benefits, social security coverage, retirement membership or credit, or any form of tax withholding whatsoever.

ARTICLE IV. AVAILABILITY OF FUNDS

It is expressly understood and agreed that the obligation of the City to proceed under this Agreement is conditioned upon the availability of funds, the appropriation of funds by the City of Gulfport, and/or the receipt of state and/or federal funds. If, at any time, the funds anticipated for the fulfillment of this Agreement are not forthcoming or are insufficient, either through the failure of the City to provide funds or of the City to appropriate funds or the discontinuance or material alteration of the program under which funds were provided, or if funds are not otherwise available to the City for the performance of this Agreement, the City shall have the right, upon written notice to the Consultant to immediately terminate or stop work on this Agreement without damage, penalty, cost, or expense to the City of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.

ARTICLE V. COMPENSATION, BILLING AND AUDIT

A. Cost and Fees: Engineer shall be paid on a labor hour/unit cost basis, as set forth in Exhibit "D". **Without prior approval by the Governing Authority, total services provided under this agreement shall not exceed Two Hundred and Fifty Thousand Dollars ($250,000.00) per Work Assignment.** Under no circumstances shall the City be liable for any amounts expended or incurred by Engineer which exceed the maximum dollar amount of compensation.

B. Monthly Billing: Engineer may submit monthly billing statements to the City. A sample of the preferred invoice is attached hereto as Exhibit "E". Each statement shall include time expended and allowable expenses through the end of the billing period. Direct expenses included the cost of long distance telephone calls, testing and printing, if it is not company accounting policy to include the costs in overhead rates. City shall not reimburse for the cost of travel or shipping/mailing charges.

City reserves the right to verify time and expense records, related to work performed for the City, by audit of any or all Engineer's time and accounting records. Should the funding source require, Engineer agrees to allow the funding entity access to records for review. Records shall be available at all times during the period of the Agreement, and for a period of three years following.

Services rendered within a fiscal year (October 1-September 30), may require an invoice requesting payment for services within thirty (30) days of the end of the fiscal year. Should Engineer fail to present the invoice within the allotted time, payment may be delayed.

C. Progress Reports: Engineer shall provide the City monthly progress reports containing a narrative outline of work performed during the billing period, as well as a spreadsheet indicating the amount of progress for each designated assignment. Should the assignment be identified in "parts", the spreadsheet shall contain the progress for each part. A suggested format for Progress Reports is attached hereto as Exhibit "F". This provision shall not apply to any work assignment that is less than thirty (30) days in duration. At the request of the Engineer, the City may waive this requirement, which waiver shall be requested by, and responded to, in writing. Failure to provide progress reports may result in termination of the Agreement.

D. Final Payment: Requests for final payment shall be submitted to the City no later than forty-five (45) days following the completion and/or termination of the work assignment. The City reserves the right to reject any final invoice not timely received. Engineer shall clearly indicate on the last invoice for a work assignment that the payment sought is the "final payment". The Director of Engineering or the Director of Public Works shall confirm that the assignment is completed and ready to be closed, allowing payment of the final invoice. Under no circumstances will the total amount paid exceed the maximum not to exceed amount established for the work assignment.

Engineer agrees and accepts that receipt of final payment shall be in full and final settlement of all claims arising against the City for payment for work completed, materials furnished, cost incurred, or otherwise arising out of this Agreement and/or associated work assignments. In accepting the final payment, Engineer shall release the City from any and all further claims for payment, whether known or unknown, for and on account of the Agreement and/or associated work assignments, including payment for all work done, and labor and materials furnished in connection with the same. Failure to perform, to the satisfaction of the City, all terms of this Agreement and/or associated work assignments, which includes the Scope of Work identified herein, or the Engineer's failure to perform according to the prevailing industry standards, including standards of conduct and care, format and content, shall be corrected by the Engineer without any additional compensation.

E. In the event of termination of this Agreement, any just claims by the Engineer for payment of services rendered prior to the date of termination will be evaluated on a case by case basis. The City shall be liable only for the costs, fees and expenses for demobilization, if applicable, and close out of the Agreement, based on actual time and expenses incurred by Engineer in the packing and shipment of all documents covered by this Agreement. In no event shall the City be liable for lost profits or other consequential damages.

ARTICLE VI. COMPLIANCE WITH APPLICABLE LAW

Engineer shall observe and comply with applicable federal, state, and local laws, rules and regulations, policies and procedures, ordinances, and orders and decrees of bodies or tribunals of the United States of America or any agency thereof, the State of Mississippi or any agency thereof, and any local governments or political subdivisions, that are in effect at the time of the execution of this Agreement or that may later become effective. Engineer shall not discriminate against any employee, nor shall any party be subject to discrimination in the performance of this Agreement because of race, creed, color, sex, national origin, age or disability. Engineer shall execute any and all certifications required by

the City, without limitation a Certification of Compliance with Title VI of the Americans with Disabilities Act, as amended.

Engineer represents that it is in compliance with the Immigration Reform and Control Act of 1986 (Public Law 99-603), as amended, in relation to all employees performing work in the State of Mississippi and does not knowingly employ persons in violation of the United States immigration laws. The Engineer further represents that it is registered and participating in the Department of Homeland Security's E-Verify™ employment eligibility verification program, or successor thereto, and will maintain records of compliance with the Mississippi Employment Protection Act including, but not limited to, requiring compliance certification from all subcontractors and vendors who will participate in the performance of this Agreement and maintaining such certifications for inspection if requested. The Engineer acknowledges that violation may result in the following: (a) cancellation of any public contract and ineligibility for any public contract for up to three (3) years, or (b) the loss of any license, permit, certification or other document granted by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year, or (c) both. The Engineer also acknowledges liability for any additional costs incurred by the City due to such contract cancellation or loss of license or permit.

ARTICLE VII. COVENANT AGAINST CONTINGENT FEES, LOBBYING AND EMPLOYMENT OF CITY PERSONNEL

Engineer warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Engineer, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Engineer, any fee commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award or making of the Agreement. The Engineer warrants that it shall not contribute any money, gift or gratuity of any kind, either directly or indirectly to any employee of the City. For breach or violation of this warranty, the City shall have the right to terminate this Agreement without liability, and the Engineer shall forfeit any sums due hereunder at the time of such breach and may be barred from performing any future services for the City or participating in any future contracts with the City. Unless specifically authorized in writing by the City, Engineer shall not employ any person or persons in the employ of the City for any work required under the terms of this Agreement.

ARTICLE VIII. REVIEW OF WORK

During the term of this Agreement, authorized representatives of the City may, at all reasonable times review and inspect the services and work assignments, including all reports, drawings, studies, maps and computations prepared by and for the Engineer in connection with this Agreement. As applicable and/or as required under the work assignment, Engineer shall make services and work assignments available for review by authorized State or Federal representatives, including, but not limited to, the Federal Highway Administration, the Federal Emergency Management Agency, the Mississippi Emergency Management Agency, the Mississippi Department of Transportation, the Mississippi Department of Environmental Quality, the Mississippi Department of Health, and the Mississippi Department of Marine Resources. Inspection does not automatically make the inspecting entity a party to the Agreement.

Engineer shall be responsible for performance of and compliance with all terms of this Agreement and shall be responsible for correcting any errors and/or omissions, including those that relate to the conduct of care, format and content of material, professional quality and technical accuracy of all designs, drawings, specifications, and other services furnished by the Engineer that may be identified during or outside of a review. Any corrections necessary for compliance shall be at the Engineer's expense.

Any breach of contract, including, but not limited to deficiencies or errors and/or omissions in designs, plans, drawings, specifications , or other services, discovered by the City during the performance of the

work shall immediately be addressed by the Engineer. Engineer shall provide a written statement of proposed remedy no less than ten (10) days after the identification of the breach. Any work performed to remedy the breach shall be at the expense of the Engineer.

Any breach of contract, including, but not limited to deficiencies or errors and/or omissions in designs, plans, drawings, specifications , or other services, discovered by the City after final acceptance of the work shall, without additional compensation, be corrected by the Engineer. If Engineer fails, or is unable to correct, the City reserves the right to have the deficiencies corrected. Any costs incurred by the City for such corrections shall be the responsibility of the Engineer. City shall provide Engineer an opportunity to correct any identified breach unless:

1) The City determines, in its sole discretion, that the Engineer cannot cure the breach within the schedule established by the City; or

2) The City determines, in its sole discretion, that the Engineer cannot cure the breach to the satisfaction of the City.

ARTICLE IX. OWNERSHIP OF PRODUCTS, DOCUMENTS AND WORK

Engineer agrees that all reports, computer information and access, drawings, studies, notes, maps and other data, prepared by and for them under the terms of this Agreement shall be delivered to, become and remain in the property of the City upon creation and shall be delivered to the City upon termination or completion of work, or upon request of the City regardless of any claim or dispute between the parties. All such data shall be delivered within thirty (30) days of receipt of a written request by the City.

The Parties intend and agree that this Agreement is a contract for services and each party considers the products and results of the services to be rendered by the Engineer hereunder, including any and all material produced and/or delivered under this Agreement, to be a "work made for hire" under U.S. copyright and all applicable laws. Engineer acknowledges and agrees that the City owns all right, title, and interest in and to the Work including, without limitation, the copyright thereto and all trademark, patent, and all intellectual property rights thereto.

If for any reason the Work would not be considered a work made for hire under applicable law, or in the event this Agreement is determined to be other than a contract or agreement for a work made for hire, the Engineer does hereby transfer and assign to the City, and its successors and assigns, the entire right, title, and interest in and to any Work prepared hereunder including, without limitation, the following: the copyright and all trademark, patent, and all intellectual property rights in the Work and any registrations and copyright, and/or all other intellectual property, applications relating thereto and any renewals and extensions thereof; all works based upon, derived from, or incorporating the Work; all income, royalties, damages, claims, and payments now or hereafter due or payable with respect thereto; all causes of action, either in law or in equity, for past, present, or future infringement based on the copyrights and/or all other intellectual property; all rights, including all rights to claim priority, corresponding to the foregoing in the United States and its territorial possessions and in all foreign countries. The Engineer agrees to execute all papers and perform such other proper acts as the City may deem necessary to secure for the City or its designee the rights herein assigned.

The City may, without any notice or obligation of further compensation to the Engineer, publish, re-publish, anthologize, use, disseminate, license, or sell the Work in any format or medium now known or hereafter invented or devised. The City's rights shall include, without limitation, the rights to publish, re-publish, or license a third party to publish, re-publish, or sell the Work in print, on the World Wide Web, or in any other electronic or digital format or database now known or hereafter invented or devised, as a separate isolated work or as part of a compilation or other collective work, including a work different

in form from the first publication, and to include or license a third party to include the Work in an electronic or digital database or any other medium or format now known or hereafter invented or devised.

The Engineer shall obtain any and all right, title, and interest to all input and/or material from any third party sub-consultant, or any other party, who may provide such input and/or material to any portion of the Work so that said right, title, and interest, and all such interest in and to the Work including, without limitation, the copyright thereto and all trademark, patent, and all intellectual property rights thereto, shall belong to the City.

For any intellectual property rights currently owned by third parties or by the Engineer and not subject to the terms of this Agreement, the Engineer agrees that it will obtain or grant royalty-free, nonexclusive, irrevocable license(s) for or to the City at no cost to the City to use all copyrighted or copyrightable work(s) and all other intellectual property which is incorporated in the material furnished under this Agreement. Further, the Engineer warrants and represents to the City that it has obtained or granted any and all such licensing prior to presentation of any Work to the City under this Agreement. This obligation of the Engineer does not apply to a situation involving a third party who enters a license agreement directly with the City.

ARTICLE X. SUBLETTING, ASSIGNMENT OR TRANSFER

Neither this Agreement, nor any right or obligation hereunder may be assigned or transferred in whole or in part by Engineer without prior written consent of the City. Under no circumstance will Engineer be allowed to sublet more than sixty percent (60%) of the work required under this Agreement. Specific projects or phases of the work assigned under this contract may be sublet provided that the Engineer performs at least forty percent (40%) of the overall contract. Consent by the City to sublet a portion of the work shall not relieve Engineer from any of its obligations hereunder. Engineer is required to maintain full management responsibility throughout the duration of the Agreement. The City reserves the right to review all subcontract documents and agreements, including any subcontractor's cost estimates, entered into with respect to this Agreement.

ARTICLE XI. CONFIDENTIAL INFORMATION AND PRODUCTION OF DOCUMENTS

It is understood that from time to time confidential and/or privileged information may be shared. Engineer agrees not to disclose any privileged or confidential information unless (a) disclosure is authorized by the City in writing; (b) is reasonably required in connection with the fulfillment of the disclosing party's obligations hereunder and made only to the minimum extent necessary to carry out such obligations; (c) is information which had generally become known to the public other than through the disclosure thereof by the disclosing party or which is otherwise subject to disclosure under state or federal law and not within any exemption from such disclosure; (d) to any authorized attorney, accountant or other professional advisor of the disclosing party under confidentiality agreements and/or attorney-client or similar privilege; or (e) pursuant to any compulsory legal process.

Engineer agrees that it shall immediately refer any third party who requests information pertaining to the work under this Agreement. This Article shall not apply to information in whatever form that comes into the public domain, nor shall it restrict the Engineer from giving notices required by law or complying with an order to provide information or data when such order is issued by a court, administrative agency or other authority with proper jurisdiction, or if it is reasonably necessary for the Engineer to defend itself from any suit or claim. Any published finding, report or recommendation shall include the following provision:

The opinions, findings, and conclusions in this publication are those of the author(s) and not necessarily those of the CITY OF GULFPORT.

ARTICLE XII. STOP WORK ORDER

A. **Order to Stop Work.** The City may, by written order to the Engineer at any time, and without notice to any surety, require the Engineer to stop all or any part of the work called for by this Agreement. This order shall be for a specified period not exceeding thirty (30) days after the order is delivered to the Engineer unless the parties agree to any further period. Any such order shall be identified specifically as a stop work order issued pursuant to this clause. Upon receipt of such an order, the Engineer shall forthwith comply with its terms and take all steps to minimize the occurrence of costs allocable to the work covered by the order during the period of work stoppage. Before the stop work order expires, or within any further period to which the parties shall have agreed, the City shall either:

(1) cancel the stop work order; or

(2) terminate the work covered by such order according to the terms provided herein

B. **Cancellation or Expiration of the Order.** If a stop work order issued under this clause is canceled at any time during the period specified in the order, or if the period of the order or any extension thereof expires, the Engineer shall have the right to resume work. If the City decides that it is justified, an appropriate adjustment may be made in the delivery schedule. If the stop work order results in an increase in the time required for or in the Engineer's cost properly allocable to the performance of any part of this Agreement and the Engineer asserts a claim for such an adjustment within 30 days after the end of the period of work stoppage, an equitable adjustment in this Agreement may be made by written modification of this Agreement as provided by the terms of this Agreement.

C. **Termination of Stopped Work.** If a stop work order is not canceled and the work covered by such order is terminated, the Engineer may be paid for services rendered prior to the Termination. In addition to payment for services rendered prior to the date of termination, the City shall be liable only for the costs, fees, and expenses for demobilization and close out of this Agreement, based on actual time and expenses incurred by the Engineer in the packaging and shipment of all documents covered by this Agreement to the City. In no event shall the City be liable for lost profits or other consequential damages.

ARTICLE XIII. INSURANCE

Prior to commencement of work under this Agreement, Engineer shall obtain and furnish certificates of coverage, or any required documentation to evidence coverage, to the City for the following minimum amounts of insurance:

A. Workers Compensation Insurance as required by the State of Mississippi;

B. Comprehensive General Liability Insurance with a minimum combined limit of not less than One Million Dollars ($1,000,000.00) per occurrence, including coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, contractors protective, sudden and accidental pollution, products and completed operations, and coverage for other hazards;

C. Valuable Documents Insurance, whether as part of the property damage insurance referenced above or as separate insurance, in an amount sufficient to cover all costs associated with repairing, restoring, or replacing any documents kept or created by Engineer, as a part of the services, in the event of casualty to, or loss or theft of such documents;

D. Errors and Omissions Insurance in an amount not less than One Million Dollars ($1,000,000.00) per incident; One Million Dollars ($1,000,000.00) aggregate; and

E. Comprehensive Automobile Liability Insurance with a combined single limit for bodily injury and property damage of not less than One Million Dollars ($1,000,000.00) per incident with respect to the Engineer's owned, hired, or non-owned vehicles, assigned to or used in the performance of services.

The City shall be listed as a certificate holder or additional insured on any of the insurance required under this Agreement. Insurance identified herein shall be maintained in full force and effect by the Engineer throughout the duration of the Agreement, including any extra time for which ongoing work is completed. Should Engineer cease to carry the errors and/or omissions coverage provided herein, Engineer shall obtain "tail" or extension coverage at the same limits for a period of not less than three (3) years subsequent to policy termination or Agreement termination, whichever is longer.

In the event that the Engineer retains any subcontractor or other personnel to perform services or to carry out any activities under or incident to work on any work assigned as part of this Agreement, Engineer agrees to obtain from said subcontractor or other personnel, certificates of insurance demonstrating that said subcontractor or other personnel has all of the above coverage or sufficient coverage to cover their portion of the work. As an alternative, Engineer may include said subcontractor or other personnel within Engineer's coverage for the duration of the work assignment involving the subcontractor or other personnel. Should Engineer change carriers or policies for any insurance required herein, Engineer shall provider new certificates of coverage, as well as any retroactive coverage from the new carrier. If the Engineer fails to procure or maintain required insurance, the City may immediately terminate this Agreement.

ARTICLE XIV. RESPONSIBILITIES FOR CLAIMS AND LIABILITIES

Engineer, and its agents, servants, employees, and representatives agree to fully indemnify and hold harmless the City and its employees, agents, and officials with respect to and from and against any and all claims, demands, causes of actions, damages, including, but not limited to, any and all indirect, special, incidental, punitive, or consequential damages, injuries, fees, expenses, penalties, lawsuits, judgments, and orders, including without limitation, attorney's fees, which in any way arise out of or relate to any negligent, intentional, willful or grossly negligent acts of omission or commission of or attributed to Engineer and/or its agents, servants, employees, sub-contractors, officials, visitors, invitees, and/or guests. Engineer's obligations to indemnify and hold harmless, or at the City's option, participate and associate with the City in defense of any claim for damage, lien or suit and/or any related settlement negotiations shall be initiated by the City's Notice of Claim for Indemnification to the Engineer.

ARTICLE XV. CONTRACT DISPUTES

This Agreement shall be deemed to have been executed in Harrison County, Mississippi. Any claim or action brought by either party related to this Agreement shall be brought in a court of competent jurisdiction in Harrison County, First Judicial District. This Agreement shall be governed by the laws of the State of Mississippi and such Mississippi laws shall apply to the construction or enforcement of all provisions of this Agreement and to any action which may be brought pursuant thereto. Any right or remedy under this Agreement is cumulative, not exclusive, and is in addition to any other rights or remedies either provided in this Agreement or otherwise available at law or in equity. Failure to exercise or delay in exercising any rights shall not constitute a waiver in whole or in part of any such rights.

ARTICLE XVI. CONFLICT OF INTEREST

The Engineer covenants that no public or private interests exist and none shall be acquired directly or indirectly which would conflict in any manner with the performance of the Engineer's Agreement. The Engineer further covenants that no employee of the Engineer or of any sub-consultant, regardless of his/her position, is to personally benefit directly or indirectly from the performance of the services or from any knowledge obtained during the Engineer's execution of this Agreement.

ARTICLE XVII. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the City and the Engineer and no prior written or oral covenants or representations relating thereto and not set forth herein shall be binding on either party hereto. Any changes or amendments to this Agreement shall be approved by the Governing Authority in writing.

ARTICLE XVIII. WAIVER

The failure of either the City or the Engineer to enforce at any time or for any period of time any provision hereof shall not be construed to be a waiver of such provision of the right thereafter to enforce each and every provision. No waiver to this Agreement by either the City or the Engineer, either express or implied, or any breach of any term, condition or obligation of this Agreement shall be construed as a waiver of any subsequent breach of that term, condition or obligation or of any other term, condition or obligation of this Agreement.

ARTICLE XIX. SEVERABILITY

If any word, clause, sentence, paragraph, condition, provision, or term of this Agreement is or hereafter becomes legally unenforceable, the same shall be severed from this agreement, and all remaining provisions of this Agreement, shall be unaffected, and shall be interpreted in accordance with the express written intention of this Agreement.

ARTICLE XX. KEY PERSONNEL & DESIGNATED AGENTS

Engineer agrees that Key Personnel identified as assigned to this Agreement shall not be changed or reassigned without prior approval of the City or, if prior approval is impossible, then notice to the City and subsequent review by the City which may approve or disapprove the action. For purposes of implementing this section and all other sections of this Agreement with regard to notice, the following individuals are herewith designated as agents for the respective parties unless otherwise identified in the addenda hereto:

CITY:

For Contractual Matters:	For Technical Matters:
Jeremy R. Harrison, P.E. Director of Engineering 4050 Hewes Avenue Gulfport, Mississippi 39507 (228) 868-5740 (228) 868-5822 Fax Email: jharrison@gulfport-ms.gov	Same

or

J. Tyler Gentry Director of Public Works 4050 Hewes Avenue Gulfport, Mississippi 39507 (228) 868-5740 (228) 868-5822 (fax) Email: jgentry@gulfport-ms.gov	Same

ENGINEER:

For Contractual Matters:	For Technical Matters:

_____
_____
_____

IN WITNESS WHEREOF as duly authorized:

City of Gulfport

By: _____ Attest: _____
Mayor Clerk

Dated: _____, 20___

Engineer:

By: _____ Dated: _____, 20___

EXHBIT "A"

ENGINEER'S QUALIFICATIONS

EXHIBIT “B”

PROFESSIONAL SERVICES

Engineer shall provide a list of professional services offered by their firm.

EXHIBIT "C"

WORK ASSIGNMENT

WORK ASSIGNMENT NO. ___-___ 20__-__

PROJECT NUMBER: _____
CITY OF GULFPORT
HARRISON COUNTY

This Work Assignment is executed in accordance with the Master Services Agreement entered into by the City of Gulfport, Mississippi and _____, on the _____day of _____ 20___.

WHEREAS, each of said parties represents that it continues to have authority to execute this Work Assignment and that all certifications previously made in said Agreement remain in effect;

NOW THEREFORE, the parties hereto do further contract and agree to add the following items of work to the above Agreement under the additional terms and conditions as are hereinafter stated:

SPECIFIC SCOPE OF WORK FOR THIS WORK ASSIGNMENT OR PHASE

{{{{Insert specific Scope of Work for this Work Assignment}}}}
{{{{Make sure Termination is defined in the Work Assignment}}}}

WORK ASSIGNMENT TERM [No new Work Assignments shall be executed after _____ ***{Enter Master Contract Termination Date Here}___***.]

This WORK ASSIGNMENT shall be effective upon the latest date of execution hereof and continue until *_insert Work Assignment Termination date here____*, at 11:59 P.M. CDT. However, the Engineer may not begin work prior to receiving a Notice to Proceed.

DBE GOAL
The DBE goal established for this Work Assignment shall be ___ %.

KEY PERSONNEL

{{{{Designate project engineer and the Engineer's project representative here. Also include a list of any key personnel who are dedicated to this particular job by the CONSULTANT. }}}}

CITY PROJECT ENGINEER:

CONSULTANT PROJECT MANAGER:
(Certified as a Professional Engineer to do business in the State of Mississippi)

_____ _____

PROGRESS SCHEDULE

{{{{Attach at the end of "Exhibit C" the progress schedule, including a not to exceed date}}}}

MAXIMUM ALLOWABLE COST ***{Delete the other cost methods not used}***
Contract Maximums:

[Use for Labor Hour/Unit Cost Work Assignments]

Under no circumstances shall the amount payable by the City for this assignment exceed $_____ (Total of all Charges) without the prior written consent of both parties. The Labor Rates have been identified in Table 1: Rate Schedule for Labor Hours.

Table 1: Rate Schedule for Labor Hours

NAMES	LABOR CLASSIFICATION	RATE

Both parties hereto represent that they have authority to enter into Work Assignment No._____, as "Exhibit C" of the Agreement executed by and between the City and Engineer to which is now made a part of said Agreement.

SO EXECUTED AND AGREED THIS THE _____ DAY OF _____, _____.

City of Gulfport, Mississippi

_____
By:

WITNESS this my signature in execution hereof, this the _____ day of _____, 20__.

CONSULTANT NAME GOES HERE

_____
By:

ATTEST:_____

EXHIBIT "D"

FEES AND EXPENSES

The City shall pay the Engineer on an actual Labor Hour/Unit Cost Basis for the satisfactory completion of the Scope of Work set forth herein, for all salaries, payroll additives, overhead, direct costs and the Engineer's fixed fees attributable to a Work Assignment. The Engineer shall prepare an estimate for the specific work identified for the contemplated transportation improvement, and the City shall review and may approve this amount on a Work Assignment by Work Assignment basis using typical rates, and when acceptable issue the Notice to Proceed to the Engineer.

Actual costs as the term is used herein shall include all direct salaries, payroll additives, overhead and direct. Direct salaries are those amounts actually paid to the person performing the services which are deemed reasonably necessary by the City for the advancement of the Scope of Work. Overtime work is not contemplated by the Work Assignment. Accordingly, direct salaries chargeable to the Work Assignment shall not include any overtime premium. Salaries for officers, principals or partners shall not increase at a rate in excess of that for other employees. Payroll additives and overhead consist of employee fringe benefits and that part of Engineer's allowable indirect costs attributable to the Work Assignment.

Direct costs are those charges deemed reasonably necessary by the City for the successful completion of the Scope of Work which are charged directly to the Work Assignment and not included in overhead.

Fixed-fee as the term is used herein shall mean a dollar amount established to cover the Engineer's profit and business expenses not allocable to overhead for the successful completion of the Services.

Labor Hour as the term is used herein shall include all direct salaries, payroll additives, overhead, and profit. Unit-Costs, as the term is used herein shall include all direct costs and profit. Labor Hour/Unit-Costs are not subject to any adjustments on the basis of the Engineer's cost experience in performing the Work Assignment. The Labor Hour/Unit-Costs shall be paid based on the rates established in the Work Assignment

Each month, the Engineer shall submit OCR-484-C found on MDOT's website to the CITY along with the Invoice. This form certifies payments to all Subcontractors and shows all firms even if the Engineer has paid no monies to the firm during that estimate period (negative report).

If requested by City all labor charges for services must be substantiated by supporting data, i.e. certified time sheets, daily logs, check stubs, pay vouchers, etc.

Direct costs:

The City will reimburse the Engineer's printing, long distance phone calls, and testing for actual documented expenses. All Direct costs shall be substantiated with supporting documentation. Testing costs shall not exceed 2% of the construction costs and the CITY shall approve the testing agreement in advance of testing working being performed. All direct expenses will be reimbursed upon receipt of acceptable paid invoices.

Direct Salaries:

Direct salaries shall not exceed those amounts actually paid to an employee performing services reasonably necessary for the completion of the Scope of Work set forth under "Exhibit B" to this Agreement.

EXHIBIT "E"

SAMPLE INVOICE
[Labor-Hour/Unit Cost]

City of Gulfport, Mississippi
Attn:_____
_____
_____ Date:_____

Invoice No. 0000
Period _____, 20__ Through ____, 20__

PROFESSIONAL SERVICES IN ACCORDANCE WITH MASTER SERVICES AGREEMENT

Project No.. ___-___-____-____-____in Harrison County, Mississippi
Work Assignment: ____-_____ _____-_____
Engineer:_____

	Current Period	Previous Estimate	Total Allowed to Date
Labor Costs *	$	$	$
Direct Costs **	$	$	$
Project Total	$	$	$
Amount Due this Invoice			$

NOTE:

1. * PAYROLL ADDITIVES (INCLUDING ALL FRINGE BENEFITS & OVERHEAD)
2. THE ESTIMATED FCCM FOR COST PROPOSALS AND SUPPLEMENTAL AGREEMENTS MUST BE SPECIFICALLY IDENTIFIED AND DISTINGUISHED FROM THE OTHER COSTS. PROFIT/FEE SHALL NOT INCLUDE AMOUNTS APPLICABLE TO FCCM.
3. ** DIRECT COSTS (ATTACH SUPPORTING DATA)
4. THE CONSULTANT MAY USE ITS OWN INVOICE FORM SO LONG AS IT HAS BEEN APPROVED BY THE CONSULTANT SERVICES DIRECTOR. PRIOR TO SUBMISSION BY THE CONSULTANT SAID FORM SHOULD, AT A MINIMUM, CONTAIN THE ABOVE INFORMATION

SUPPORTING DATA (Sample Only)

Project No. 00-0000-00-000-00
County _____

Employee and Classification	Rate of Pay	Current Period Hours	Current Period Costs	Previous Period Costs	Costs to Date
John P. Public, Jr. Engineer	$0.00/hour	0.00	$0.00	$0.00	$0.00
John P. Public, Jr. Designer	$0.00/hour	0.00	$0.00	$0.00	$0.00
John P. Public, Jr. Technician	$0.00/hour	0.00	$0.00	$0.00	$0.00
SUBTOTAL	$0.00/hour	0.00	$0.00	$0.00	$0.00
TOTAL LABOR					
Direct Costs					
PROJECT TOTAL					

EXHIBIT "F"

PROGRESS REPORT

MONTHLY PROJECT STATUS REPORT
Reporting Period:
City Representative:
Consultant:
Project No.:
Project Description:
Work Completed:
Work Planned:
Issues to be Addressed:

Report Submitted by:_____ Date:_____

EXHIBIT "G"

NOTICE TO CONTRACTORS, FEDERAL AID CONTRACT COMPLIANCE WITH TITLE VI OF THE AMERICANS WITH DISABILITIES ACT, COPELAND ANTI-KICKBACK ACT, DAVIS BACON ACT, CONTRACT WORK HOURS AND SAFETY STANDARDS ACT, CLEAN AIR ACT, ENERGY POLICY AND CONSERVATION ACT, DISADVANTAGED BUSINESS ENTERPRISES ACT, WORKER VISIBILITY

During the performance of this Agreement, the Engineer, for itself, its assignees and successor-in-interest (hereinafter referred to as the "Engineer") agrees as follows:

1. Compliance with Regulations: The Engineer will comply with the Regulations of the City, relative to nondiscrimination in Federally-assisted programs of the U. S. Department of Transportation (Title 49, Code of Federal Regulations, Part 21, hereinafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of this Agreement.

2. Nondiscrimination: The Engineer, with regard to the work performed by it after award and prior to completion of the contract work, will not discriminate on the grounds of race, religion, color, sex, national origin, age or disability in the selection and retention of sub-consultants including procurement of materials and leases of equipment. The Engineer will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when this Agreement covers a program set forth in Appendix B of the Regulations. In addition, the Engineer will not participate either directly or indirectly in discrimination prohibited by 23 C.F.R. 710.405(b).

3. Solicitations for Subcontracts. Including Procurement of Materials and Equipment: In all Solicitations, either by competitive bidding or negotiation made by the Engineer for work to be performed under a subcontract, including procurement of materials or equipment, each potential sub-consultant or supplier shall be notified by the Engineer of the Engineer's obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, religion, color, sex, national origin, age or disability.

4. Anti-kick back provisions: All agreements and subcontracts for construction or repair shall include a provision for compliance with the Copeland "Anti-Kick Back" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR, Part 3). This Act provides that each consultant/contractor or sub-consultant/sub-contractor shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The Engineer shall report all suspected or reported violations to the City.

5. Davis Bacon Act: When required by the federal grant program legislation, all construction contracts awarded to contractors and subcontractors in excess of $2,000 shall include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 276a to a-7) and as supplemented by Department of Labor regulations (29 CFR, Part 5). Under this Act, contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less often than once a week.

6. Contract Work Hours and Safety Standards Act: Where applicable, all contracts awarded by contractors and subcontractors in excess of $2,000 for construction contracts and in excess of $2,500 for other contracts which involve the employment of mechanics or laborers shall include a provision for

compliance with sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor Regulations (29 CFR, Part 5). Under section 103 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1 1/2 times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction, safety, and health standards promulgated by the Secretary of Labor. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

7. Clean Air Act: Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clear Air Act (42 U.S.C. 1857 (h), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15) (Contracts and subcontracts in amounts in excess of $100,000).

8. Energy Policy and Conservation Act: Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163).

9. Disadvantaged Business Enterprises (DBE): It is the policy of the City to comply with the requirements of 49 C.F.R. 26, to prohibit unlawful discrimination, to meet its goal for DBE participation, to meet that goal whenever possible by race-neutral means, to create a level playing field, and to achieve that amount of DBE participation that would be obtained in an non-discriminatory market place. To meet that objective in any United States Department of Transportation assisted contracts, the City and the Engineer shall comply with the "Mississippi Department of Transportation's Disadvantage Business Enterprise Programs For United States Department Of Transportation Assisted Contracts".

Neither the Engineer, nor any sub-recipient or sub-consultant shall discriminate on the bases of race, color, national origin, or sex in the performance of this Agreement. The Engineer shall carry out applicable requirements of 49 C.F.R. 26 in the award and administration of United States Department of Transportation assisted contracts. Failure of the Engineer to carry out those requirements is a material breach of this Agreement which may result in the termination of this Agreement or such other remedies as the City deems appropriate.

10. Worker Visibility: All workers within the right-of-way of a Federal-aid highway who are exposed either to traffic (vehicles using the highway for the purposes of travel) or to construction equipment within the work area shall wear high-visibility safety apparel – personal protective safety clothing that is intended to provide conspicuity during both daytime and nighttime usage, and that meets the Performance Class 2 or 3 requirements of the ANSI/ISEA 107–2004 publication entitled ''American National Standard for High-Visibility Safety Apparel and Headwear" – for compliance with 23 CFR, Part 634.

EXHIBIT "H"

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS - Certification in accordance with Section 29.510 Appendix A, C.F.R. Vol. 53, No. 102, page 19210 and 19211:

(1) The CONSULTANT certifies to the best of its knowledge and belief that it and its principals:

(a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;

(b) have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or Agreement 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 (l)(b) of this certification: and

(d) have not within a three-year period preceding this application/proposal had one or more public transactions (federal, state or local) terminated for cause or default;

(e) has not either directly or indirectly entered into any agreement participated in any collusion; or otherwise taken any action in restraint of free competitive negotiation in connection with this Agreement.

(2) The Engineer further certifies, to the best of his/her knowledge and belief, that:

(f) No federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a member of Congress, an officer or employee of Congress, or employee of a member of Congress in connection with the awarding of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(g) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer of employee of Congress, or any employee of a member of Congress in connection with this Agreement, Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions will be completed and submitted.

The certification contained in (1) and (2) above is a material representation of fact upon which reliance is placed and a pre-requisite imposed by Section 1352, Title 31, U. S. Code prior to entering into this Agreement. Failure to comply shall be subject to a civil penalty of not less than $10,000 and not more than $100,000.00. The Engineer shall include the language of the certification in all subcontracts exceeding $25,000.00 and all sub-consultants shall certify and disclose accordingly.

I hereby certify that I am the duly authorized representative of the Engineer for purposes of making this certification, and that neither I, nor any principal, officer, shareholder or employee of the above firm has:

(a) employed or retained for commission, percentages, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above Engineer) to solicit or secure this agreement,

(b) agreed, as an express or implied condition for obtaining this Agreement, to employ or retain the services of any firm or person in connection with carrying out the agreement, or

(c) paid, or agreed to pay, to any firm, organization or person (other than a bone fide employee working solely for me or the above Engineer) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the agreement; except as herein expressly stated (if any).

I acknowledge that this Agreement may be furnished to the Federal Highway Administration, United States Department of Transportation, or any other applicable Federal or State Agency in connection with the Agreement involving participation of Federal-Aid Highway funds, and is subject to applicable state and federal laws, both criminal and civil.

SO CERTIFIED this_____ day of _____, 20__.

{Enter Consultant's Name}

_____
{Type name}

ATTEST: _____

My Commission Expires: _____
Notary

EXHIBIT "I"

PRIME CONSULTANT / CONTRACTOR EEV CERTIFICATION AND AGREEMENT

By executing this Certification and Agreement, the undersigned verifies its compliance with the, "Mississippi Employment Protection Act," Section 71-11-3 of the Mississippi Code of 1972, as amended, and any rules or regulations promulgated by the CITY, Mississippi Transportation Commission [MTC], Department of Employment Security, State Tax Commission, Secretary of State, Department of Human Services in accordance with the Mississippi Administrative Procedures Law (Section 25-43-1 et seq., Mississippi Code of 1972, as amended), stating affirmatively that the individual, firm, or corporation which is contracting with the CITY has registered with and is participating in a federal work authorization program* operated by the United States Department of Homeland Security to electronically verify information of newly hired employees pursuant to the Immigration Reform and Control Act of 1986, Pub.L. 99-603,100 Stat 3359, as amended. The undersigned agrees to inform the CITY if the undersigned is no longer registered or participating in the program.

The undersigned agrees that, should it employ or contract with any entity(s) in connection with the performance of this Agreement, the undersigned will secure from such entity(s) verification of compliance with the Mississippi Employment Protection Act. The undersigned further agrees to maintain records of such compliance and provide a copy of each such verification to the City, if requested, for the benefit of the City or this Contract.

_____

EEV* Company Identification Number [Required]

The undersigned certifies that the above information is complete, true and correct to the best of my knowledge and belief. The undersigned acknowledges that any violation may be subject to the cancellation of the contract, ineligibility for any state or public contract for up to three (3) years, the loss of any license, permit, certificate or other document granted by any agency, department or government entity for the right to do business in Mississippi for up to one (1) year, or both, any and all additional costs incurred because of the contract cancellation or the loss of any license or permit, and may be subject to additional felony prosecution for knowingly or recklessly accepting employment for compensation from an unauthorized alien as defined by 8 U.S.C §1324a(h)(3), said action punishable by imprisonment for not less than one (1) year nor more than five (5) years, a fine of not less than One Thousand Dollars ($1,000.00) nor more than Ten Thousand Dollars ($10,000.00), or both, in addition to such prosecution and penalties as provided by Federal law.

BY:_____ _____

Authorized Officer or Agent Date

_____ _____

Printed Name of Authorized Officer or Agent Title of Authorized Officer or Agent of Contractor /Consultant

SWORN TO AND SUBSCRIBED before me on this the _____ day of _____, 20____.

_____

NOTARY PUBLIC

My Commission Expires: _____

* As of the effective date of the Mississippi Employment Protection Act, the applicable federal work authorization program is E-Verify™ operated by the U. S. Citizenship and Immigration Services of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration.

ENGINEERING XCELLENCE
WITH KRIS RIEMANN & ASSOCIATES

Robert K. Riemann, P.E.
President/Owner

3103 5TH Avenue, Suite B
Gulfport, MS 39501
Phone: 228-518-2980

RECEIVED 12/2/25

December 1, 2025

Jeremy Harrison, P.E., Director of Engineering
City of Gulfport
4050 Hewes Avenue
Gulfport, MS 39507

Re: Engineering Master Services Agreement between The City of Gulfport and Engineering Xcellence with Kris Riemann & Associates, PLLC

Dear Mr. Harrison:

Please find enclosed **three (3)** originals of the "Engineering Master Services Agreement Between the City of Gulfport, Mississippi and Engineering Xcellence, with Kris Riemann & Associates, PLLC." This agreement provides for engineering necessary for any civil engineering and public works type projects like water, sewer, streets, landscaping and drainage infrastructure across the City. The scope of the services includes, but is not limited to, surveying, video inspection of pipes, development of construction plans/specifications, preparation of easements/right-of-way maps and deeds for purchases, permitting related services, bidding phase services, construction engineering, and inspection services as needed by the City.

These services will be provided for the specific project as determined by the City and a project work assignment will be issued by the City for said project. Engineering Xcellence's vendor number with the City of Gulfport is 42004.

If this Agreement is acceptable, please present it to the City Council for approval, and then have the Mayor execute and return one (1) original to my office. We appreciate the opportunity to work with the City of Gulfport.

If you need any further information or have any questions, please contact me at (228) 518-2980 or kris@engineeringxcellece.com. As always, it is a pleasure working with you and the City of Gulfport.

Sincerely,

Robert K. Riemann

Robert K. Riemann, P.E.
President/Owner
Engineering Xcellence with Kris Riemann & Associates, PLLC

Attachments: 1. Engineering Master Services Agreement

Memorandum

To: Mayor Hugh Keating and Members of the City Council

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

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

Date: December 5, 2025

Re: **Recommendation to Approve 2025 Master Services Agreements**

Attached for your consideration is the 2025 Master Services Agreements for the following Engineering Firms:

1. Covington Civil & Environmental, LLC
2. Neel Schaffer
3. Brown Mitchell & Alexander, Inc.
4. Seymour Engineering
5. Waggoner Engineering
6. Overstreet & Associates
7. Garver
8. Michael Baker International
9. Machado Patano Design Group
10. Engineering Xcellence

I recommend approval of this item.

Attachments:

1. 2025 Master Services Agreement
2. Cover Letters from Selected Firms

Office of the Director of Engineering | 4050 Hewes Avenue | Gulfport, MS 39507-3903
P: 228.868.5740 | E:jharrison@gulfport-ms.gov | www.gulfport-ms.gov

ENGINEERING MASTER SERVICES AGREEMENT
BETWEEN
THE CITY OF GULFPORT, MISSISSIPPI
AND

_____

THIS AGREEMENT, made and entered into this the ____ day of _____, 20___, at Gulfport, Mississippi, by and between the City of Gulfport, Mississippi, acting by and through its Mayor and City Council ("the Governing Authority") hereinafter referred to as "Owner" or "City" and _____, hereinafter "Contractor" or "Engineer", with its principal place of business at _____, for the purposes, and on the terms and conditions, and under the authority hereinafter set forth:

WITNESS THAT:

WHEREAS, the City of Gulfport, Mississippi, is a municipal corporation, organized and existing according to the laws of the State of Mississippi, and it is governed by its Mayor and City Council "Governing Authority"; and

WHEREAS, the City previously advertised for qualifications for Professional Engineering Firms to provide engineering services to the City on an as needed basis; and

WHEREAS, _____, submitted a response to the City's Request for Qualifications, which response is incorporated herein and attached hereto as included as Exhibit "A"; and

WHEREAS, based on the information submitted in response to the Request for Qualifications process, the City desires to enter into a Master Services Agreement with _____ to provide services on an as needed basis, which services are generally set out in Exhibit "B" and include, but are not limited to, preparing preliminary engineering reports, designing projects, providing surveying services, and preparing construction drawings; and

NOW THEREFORE, for and in consideration of the mutual promises and covenants contained herein and for other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, the City and Engineer do hereby contract and agree as follows:

ARTICLE I. SERVICES OF ENGINEER

Engineer understands and agrees that this Agreement is for possible work and does not guarantee or assure that any projects or work assignments will be assigned during the term provided herein. Possible services are set forth in Exhibit "B". Any work assignment under this Agreement shall define the specific scope of work and not to exceed amount and shall be issued on the enclosed "Work Assignment" form attached hereto as Exhibit "C". All work assigned shall become part of this Agreement and shall be subject to the terms and conditions provided herein.

Engineer shall be responsible for all services and materials required to fully perform and completed the assigned work and shall exercise a reasonable standard of conduct and care, according to the prevailing industry standards, in all work, complying with all Federal and State manuals, guides and specifications for work. The City reserves the right to enlarge or reduce the overall scope of services under this Agreement. Engineer may limit or refuse to accept work assignments under this Agreement. Any limitation or refusal must be issued to the City in writing within five (5) days of receipt of the assignment.

Within seven (7) days of receipt of the work assignment, Engineer shall furnish a proposed estimated cost and progress schedule. Project schedules shall include the anticipated time, proposed beginning and conclusion dates, and such intermediate dates as may be required to adequately monitor the progress of the assignment. To meet the needs of the City, the City reserves the right to request changes in the progress schedule. Return of Exhibit "C" to the Director of Engineer or Director of Public Works will be required before a Notice to Proceed is issued. **Engineer may not begin work on any assignment without receiving a Notice to Proceed from the City.**

ARTICLE II. CONTRACT TERM

The Agreement shall commence upon the latest date of execution and continue until June 30, 2029 at 11:59 P.M. Central Standard Time, at which time the Agreement shall automatically terminate. No new work shall be assigned or undertaken after June 30, 2029. Engineer shall complete any work assigned prior to June 30, 2029, with work not to exceed the termination or conclusion date identified by the specific assignment. During the term of this Agreement, the City reserves the right to terminate this Agreement in whole or in part, at any time, with or without cause, upon seven (7) days written notice to the Engineering.

ARTICLE III. RELATIONSHIP OF THE PARTIES

The relationship of the Engineer to the City is that of an independent contractor, and said Engineer, in accordance with its status as an independent contractor, covenants and agrees that it will conduct itself consistent with such status, that it will neither hold itself out as, nor claim to be, an officer or employee of the City by reason hereof. The Engineer will not by reason hereof, make any claim, demand or application or for any right or privilege applicable to an officer or employee of the City, including but not limited to workers' compensation coverage, unemployment insurance benefits, social security coverage, retirement membership or credit, or any form of tax withholding whatsoever.

ARTICLE IV. AVAILABILITY OF FUNDS

It is expressly understood and agreed that the obligation of the City to proceed under this Agreement is conditioned upon the availability of funds, the appropriation of funds by the City of Gulfport, and/or the receipt of state and/or federal funds. If, at any time, the funds anticipated for the fulfillment of this Agreement are not forthcoming or are insufficient, either through the failure of the City to provide funds or of the City to appropriate funds or the discontinuance or material alteration of the program under which funds were provided, or if funds are not otherwise available to the City for the performance of this Agreement, the City shall have the right, upon written notice to the Consultant to immediately terminate or stop work on this Agreement without damage, penalty, cost, or expense to the City of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.

ARTICLE V. COMPENSATION, BILLING AND AUDIT

A. Cost and Fees: Engineer shall be paid on a labor hour/unit cost basis, as set forth in Exhibit "D". **Without prior approval by the Governing Authority, total services provided under this agreement shall not exceed Two Hundred and Fifty Thousand Dollars ($250,000.00) per Work Assignment.** Under no circumstances shall the City be liable for any amounts expended or incurred by Engineer which exceed the maximum dollar amount of compensation.

B. Monthly Billing: Engineer may submit monthly billing statements to the City. A sample of the preferred invoice is attached hereto as Exhibit "E". Each statement shall include time expended and allowable expenses through the end of the billing period. Direct expenses included the cost of long distance telephone calls, testing and printing, if it is not company accounting policy to include the costs in overhead rates. City shall not reimburse for the cost of travel or shipping/mailing charges.

City reserves the right to verify time and expense records, related to work performed for the City, by audit of any or all Engineer's time and accounting records. Should the funding source require, Engineer agrees to allow the funding entity access to records for review. Records shall be available at all times during the period of the Agreement, and for a period of three years following.

Services rendered within a fiscal year (October 1-September 30), may require an invoice requesting payment for services within thirty (30) days of the end of the fiscal year. Should Engineer fail to present the invoice within the allotted time, payment may be delayed.

C. Progress Reports: Engineer shall provide the City monthly progress reports containing a narrative outline of work performed during the billing period, as well as a spreadsheet indicating the amount of progress for each designated assignment. Should the assignment be identified in "parts", the spreadsheet shall contain the progress for each part. A suggested format for Progress Reports is attached hereto as Exhibit "F". This provision shall not apply to any work assignment that is less than thirty (30) days in duration. At the request of the Engineer, the City may waive this requirement, which waiver shall be requested by, and responded to, in writing. Failure to provide progress reports may result in termination of the Agreement.

D. Final Payment: Requests for final payment shall be submitted to the City no later than forty-five (45) days following the completion and/or termination of the work assignment. The City reserves the right to reject any final invoice not timely received. Engineer shall clearly indicate on the last invoice for a work assignment that the payment sought is the "final payment". The Director of Engineering or the Director of Public Works shall confirm that the assignment is completed and ready to be closed, allowing payment of the final invoice. Under no circumstances will the total amount paid exceed the maximum not to exceed amount established for the work assignment.

Engineer agrees and accepts that receipt of final payment shall be in full and final settlement of all claims arising against the City for payment for work completed, materials furnished, cost incurred, or otherwise arising out of this Agreement and/or associated work assignments. In accepting the final payment, Engineer shall release the City from any and all further claims for payment, whether known or unknown, for and on account of the Agreement and/or associated work assignments, including payment for all work done, and labor and materials furnished in connection with the same. Failure to perform, to the satisfaction of the City, all terms of this Agreement and/or associated work assignments, which includes the Scope of Work identified herein, or the Engineer's failure to perform according to the prevailing industry standards, including standards of conduct and care, format and content, shall be corrected by the Engineer without any additional compensation.

E. In the event of termination of this Agreement, any just claims by the Engineer for payment of services rendered prior to the date of termination will be evaluated on a case by case basis. The City shall be liable only for the costs, fees and expenses for demobilization, if applicable, and close out of the Agreement, based on actual time and expenses incurred by Engineer in the packing and shipment of all documents covered by this Agreement. In no event shall the City be liable for lost profits or other consequential damages.

ARTICLE VI. COMPLIANCE WITH APPLICABLE LAW

Engineer shall observe and comply with applicable federal, state, and local laws, rules and regulations, policies and procedures, ordinances, and orders and decrees of bodies or tribunals of the United States of America or any agency thereof, the State of Mississippi or any agency thereof, and any local governments or political subdivisions, that are in effect at the time of the execution of this Agreement or that may later become effective. Engineer shall not discriminate against any employee, nor shall any party be subject to discrimination in the performance of this Agreement because of race, creed, color, sex, national origin, age or disability. Engineer shall execute any and all certifications required by

the City, without limitation a Certification of Compliance with Title VI of the Americans with Disabilities Act, as amended.

Engineer represents that it is in compliance with the Immigration Reform and Control Act of 1986 (Public Law 99-603), as amended, in relation to all employees performing work in the State of Mississippi and does not knowingly employ persons in violation of the United States immigration laws. The Engineer further represents that it is registered and participating in the Department of Homeland Security's E-Verify™ employment eligibility verification program, or successor thereto, and will maintain records of compliance with the Mississippi Employment Protection Act including, but not limited to, requiring compliance certification from all subcontractors and vendors who will participate in the performance of this Agreement and maintaining such certifications for inspection if requested. The Engineer acknowledges that violation may result in the following: (a) cancellation of any public contract and ineligibility for any public contract for up to three (3) years, or (b) the loss of any license, permit, certification or other document granted by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year, or (c) both. The Engineer also acknowledges liability for any additional costs incurred by the City due to such contract cancellation or loss of license or permit.

ARTICLE VII. COVENANT AGAINST CONTINGENT FEES, LOBBYING AND EMPLOYMENT OF CITY PERSONNEL

Engineer warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Engineer, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Engineer, any fee commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award or making of the Agreement. The Engineer warrants that it shall not contribute any money, gift or gratuity of any kind, either directly or indirectly to any employee of the City. For breach or violation of this warranty, the City shall have the right to terminate this Agreement without liability, and the Engineer shall forfeit any sums due hereunder at the time of such breach and may be barred from performing any future services for the City or participating in any future contracts with the City. Unless specifically authorized in writing by the City, Engineer shall not employ any person or persons in the employ of the City for any work required under the terms of this Agreement.

ARTICLE VIII. REVIEW OF WORK

During the term of this Agreement, authorized representatives of the City may, at all reasonable times review and inspect the services and work assignments, including all reports, drawings, studies, maps and computations prepared by and for the Engineer in connection with this Agreement. As applicable and/or as required under the work assignment, Engineer shall make services and work assignments available for review by authorized State or Federal representatives, including, but not limited to, the Federal Highway Administration, the Federal Emergency Management Agency, the Mississippi Emergency Management Agency, the Mississippi Department of Transportation, the Mississippi Department of Environmental Quality, the Mississippi Department of Health, and the Mississippi Department of Marine Resources. Inspection does not automatically make the inspecting entity a party to the Agreement.

Engineer shall be responsible for performance of and compliance with all terms of this Agreement and shall be responsible for correcting any errors and/or omissions, including those that relate to the conduct of care, format and content of material, professional quality and technical accuracy of all designs, drawings, specifications, and other services furnished by the Engineer that may be identified during or outside of a review. Any corrections necessary for compliance shall be at the Engineer's expense.

Any breach of contract, including, but not limited to deficiencies or errors and/or omissions in designs, plans, drawings, specifications , or other services, discovered by the City during the performance of the

work shall immediately be addressed by the Engineer. Engineer shall provide a written statement of proposed remedy no less than ten (10) days after the identification of the breach. Any work performed to remedy the breach shall be at the expense of the Engineer.

Any breach of contract, including, but not limited to deficiencies or errors and/or omissions in designs, plans, drawings, specifications , or other services, discovered by the City after final acceptance of the work shall, without additional compensation, be corrected by the Engineer. If Engineer fails, or is unable to correct, the City reserves the right to have the deficiencies corrected. Any costs incurred by the City for such corrections shall be the responsibility of the Engineer. City shall provide Engineer an opportunity to correct any identified breach unless:

1) The City determines, in its sole discretion, that the Engineer cannot cure the breach within the schedule established by the City; or

2) The City determines, in its sole discretion, that the Engineer cannot cure the breach to the satisfaction of the City.

ARTICLE IX. OWNERSHIP OF PRODUCTS, DOCUMENTS AND WORK

Engineer agrees that all reports, computer information and access, drawings, studies, notes, maps and other data, prepared by and for them under the terms of this Agreement shall be delivered to, become and remain in the property of the City upon creation and shall be delivered to the City upon termination or completion of work, or upon request of the City regardless of any claim or dispute between the parties. All such data shall be delivered within thirty (30) days of receipt of a written request by the City.

The Parties intend and agree that this Agreement is a contract for services and each party considers the products and results of the services to be rendered by the Engineer hereunder, including any and all material produced and/or delivered under this Agreement, to be a "work made for hire" under U.S. copyright and all applicable laws. Engineer acknowledges and agrees that the City owns all right, title, and interest in and to the Work including, without limitation, the copyright thereto and all trademark, patent, and all intellectual property rights thereto.

If for any reason the Work would not be considered a work made for hire under applicable law, or in the event this Agreement is determined to be other than a contract or agreement for a work made for hire, the Engineer does hereby transfer and assign to the City, and its successors and assigns, the entire right, title, and interest in and to any Work prepared hereunder including, without limitation, the following: the copyright and all trademark, patent, and all intellectual property rights in the Work and any registrations and copyright, and/or all other intellectual property, applications relating thereto and any renewals and extensions thereof; all works based upon, derived from, or incorporating the Work; all income, royalties, damages, claims, and payments now or hereafter due or payable with respect thereto; all causes of action, either in law or in equity, for past, present, or future infringement based on the copyrights and/or all other intellectual property; all rights, including all rights to claim priority, corresponding to the foregoing in the United States and its territorial possessions and in all foreign countries. The Engineer agrees to execute all papers and perform such other proper acts as the City may deem necessary to secure for the City or its designee the rights herein assigned.

The City may, without any notice or obligation of further compensation to the Engineer, publish, re-publish, anthologize, use, disseminate, license, or sell the Work in any format or medium now known or hereafter invented or devised. The City's rights shall include, without limitation, the rights to publish, re-publish, or license a third party to publish, re-publish, or sell the Work in print, on the World Wide Web, or in any other electronic or digital format or database now known or hereafter invented or devised, as a separate isolated work or as part of a compilation or other collective work, including a work different

in form from the first publication, and to include or license a third party to include the Work in an electronic or digital database or any other medium or format now known or hereafter invented or devised.

The Engineer shall obtain any and all right, title, and interest to all input and/or material from any third party sub-consultant, or any other party, who may provide such input and/or material to any portion of the Work so that said right, title, and interest, and all such interest in and to the Work including, without limitation, the copyright thereto and all trademark, patent, and all intellectual property rights thereto, shall belong to the City.

For any intellectual property rights currently owned by third parties or by the Engineer and not subject to the terms of this Agreement, the Engineer agrees that it will obtain or grant royalty-free, nonexclusive, irrevocable license(s) for or to the City at no cost to the City to use all copyrighted or copyrightable work(s) and all other intellectual property which is incorporated in the material furnished under this Agreement. Further, the Engineer warrants and represents to the City that it has obtained or granted any and all such licensing prior to presentation of any Work to the City under this Agreement. This obligation of the Engineer does not apply to a situation involving a third party who enters a license agreement directly with the City.

ARTICLE X. SUBLETTING, ASSIGNMENT OR TRANSFER

Neither this Agreement, nor any right or obligation hereunder may be assigned or transferred in whole or in part by Engineer without prior written consent of the City. Under no circumstance will Engineer be allowed to sublet more than sixty percent (60%) of the work required under this Agreement. Specific projects or phases of the work assigned under this contract may be sublet provided that the Engineer performs at least forty percent (40%) of the overall contract. Consent by the City to sublet a portion of the work shall not relieve Engineer from any of its obligations hereunder. Engineer is required to maintain full management responsibility throughout the duration of the Agreement. The City reserves the right to review all subcontract documents and agreements, including any subcontractor's cost estimates, entered into with respect to this Agreement.

ARTICLE XI. CONFIDENTIAL INFORMATION AND PRODUCTION OF DOCUMENTS

It is understood that from time to time confidential and/or privileged information may be shared. Engineer agrees not to disclose any privileged or confidential information unless (a) disclosure is authorized by the City in writing; (b) is reasonably required in connection with the fulfillment of the disclosing party's obligations hereunder and made only to the minimum extent necessary to carry out such obligations; (c) is information which had generally become known to the public other than through the disclosure thereof by the disclosing party or which is otherwise subject to disclosure under state or federal law and not within any exemption from such disclosure; (d) to any authorized attorney, accountant or other professional advisor of the disclosing party under confidentiality agreements and/or attorney-client or similar privilege; or (e) pursuant to any compulsory legal process.

Engineer agrees that it shall immediately refer any third party who requests information pertaining to the work under this Agreement. This Article shall not apply to information in whatever form that comes into the public domain, nor shall it restrict the Engineer from giving notices required by law or complying with an order to provide information or data when such order is issued by a court, administrative agency or other authority with proper jurisdiction, or if it is reasonably necessary for the Engineer to defend itself from any suit or claim. Any published finding, report or recommendation shall include the following provision:

The opinions, findings, and conclusions in this publication are those of the author(s) and not necessarily those of the CITY OF GULFPORT.

ARTICLE XII. STOP WORK ORDER

A. **Order to Stop Work.** The City may, by written order to the Engineer at any time, and without notice to any surety, require the Engineer to stop all or any part of the work called for by this Agreement. This order shall be for a specified period not exceeding thirty (30) days after the order is delivered to the Engineer unless the parties agree to any further period. Any such order shall be identified specifically as a stop work order issued pursuant to this clause. Upon receipt of such an order, the Engineer shall forthwith comply with its terms and take all steps to minimize the occurrence of costs allocable to the work covered by the order during the period of work stoppage. Before the stop work order expires, or within any further period to which the parties shall have agreed, the City shall either:

(1) cancel the stop work order; or

(2) terminate the work covered by such order according to the terms provided herein

B. **Cancellation or Expiration of the Order.** If a stop work order issued under this clause is canceled at any time during the period specified in the order, or if the period of the order or any extension thereof expires, the Engineer shall have the right to resume work. If the City decides that it is justified, an appropriate adjustment may be made in the delivery schedule. If the stop work order results in an increase in the time required for or in the Engineer's cost properly allocable to the performance of any part of this Agreement and the Engineer asserts a claim for such an adjustment within 30 days after the end of the period of work stoppage, an equitable adjustment in this Agreement may be made by written modification of this Agreement as provided by the terms of this Agreement.

C. **Termination of Stopped Work.** If a stop work order is not canceled and the work covered by such order is terminated, the Engineer may be paid for services rendered prior to the Termination. In addition to payment for services rendered prior to the date of termination, the City shall be liable only for the costs, fees, and expenses for demobilization and close out of this Agreement, based on actual time and expenses incurred by the Engineer in the packaging and shipment of all documents covered by this Agreement to the City. In no event shall the City be liable for lost profits or other consequential damages.

ARTICLE XIII. INSURANCE

Prior to commencement of work under this Agreement, Engineer shall obtain and furnish certificates of coverage, or any required documentation to evidence coverage, to the City for the following minimum amounts of insurance:

A. Workers Compensation Insurance as required by the State of Mississippi;

B. Comprehensive General Liability Insurance with a minimum combined limit of not less than One Million Dollars ($1,000,000.00) per occurrence, including coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, contractors protective, sudden and accidental pollution, products and completed operations, and coverage for other hazards;

C. Valuable Documents Insurance, whether as part of the property damage insurance referenced above or as separate insurance, in an amount sufficient to cover all costs associated with repairing, restoring, or replacing any documents kept or created by Engineer, as a part of the services, in the event of casualty to, or loss or theft of such documents;

D. Errors and Omissions Insurance in an amount not less than One Million Dollars ($1,000,000.00) per incident; One Million Dollars ($1,000,000.00) aggregate; and

E. Comprehensive Automobile Liability Insurance with a combined single limit for bodily injury and property damage of not less than One Million Dollars ($1,000,000.00) per incident with respect to the Engineer's owned, hired, or non-owned vehicles, assigned to or used in the performance of services.

The City shall be listed as a certificate holder or additional insured on any of the insurance required under this Agreement. Insurance identified herein shall be maintained in full force and effect by the Engineer throughout the duration of the Agreement, including any extra time for which ongoing work is completed. Should Engineer cease to carry the errors and/or omissions coverage provided herein, Engineer shall obtain "tail" or extension coverage at the same limits for a period of not less than three (3) years subsequent to policy termination or Agreement termination, whichever is longer.

In the event that the Engineer retains any subcontractor or other personnel to perform services or to carry out any activities under or incident to work on any work assigned as part of this Agreement, Engineer agrees to obtain from said subcontractor or other personnel, certificates of insurance demonstrating that said subcontractor or other personnel has all of the above coverage or sufficient coverage to cover their portion of the work. As an alternative, Engineer may include said subcontractor or other personnel within Engineer's coverage for the duration of the work assignment involving the subcontractor or other personnel. Should Engineer change carriers or policies for any insurance required herein, Engineer shall provider new certificates of coverage, as well as any retroactive coverage from the new carrier. If the Engineer fails to procure or maintain required insurance, the City may immediately terminate this Agreement.

ARTICLE XIV. RESPONSIBILITIES FOR CLAIMS AND LIABILITIES

Engineer, and its agents, servants, employees, and representatives agree to fully indemnify and hold harmless the City and its employees, agents, and officials with respect to and from and against any and all claims, demands, causes of actions, damages, including, but not limited to, any and all indirect, special, incidental, punitive, or consequential damages, injuries, fees, expenses, penalties, lawsuits, judgments, and orders, including without limitation, attorney's fees, which in any way arise out of or relate to any negligent, intentional, willful or grossly negligent acts of omission or commission of or attributed to Engineer and/or its agents, servants, employees, sub-contractors, officials, visitors, invitees, and/or guests. Engineer's obligations to indemnify and hold harmless, or at the City's option, participate and associate with the City in defense of any claim for damage, lien or suit and/or any related settlement negotiations shall be initiated by the City's Notice of Claim for Indemnification to the Engineer.

ARTICLE XV. CONTRACT DISPUTES

This Agreement shall be deemed to have been executed in Harrison County, Mississippi. Any claim or action brought by either party related to this Agreement shall be brought in a court of competent jurisdiction in Harrison County, First Judicial District. This Agreement shall be governed by the laws of the State of Mississippi and such Mississippi laws shall apply to the construction or enforcement of all provisions of this Agreement and to any action which may be brought pursuant thereto. Any right or remedy under this Agreement is cumulative, not exclusive, and is in addition to any other rights or remedies either provided in this Agreement or otherwise available at law or in equity. Failure to exercise or delay in exercising any rights shall not constitute a waiver in whole or in part of any such rights.

ARTICLE XVI. CONFLICT OF INTEREST

The Engineer covenants that no public or private interests exist and none shall be acquired directly or indirectly which would conflict in any manner with the performance of the Engineer's Agreement. The Engineer further covenants that no employee of the Engineer or of any sub-consultant, regardless of his/her position, is to personally benefit directly or indirectly from the performance of the services or from any knowledge obtained during the Engineer's execution of this Agreement.

ARTICLE XVII. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the City and the Engineer and no prior written or oral covenants or representations relating thereto and not set forth herein shall be binding on either party hereto. Any changes or amendments to this Agreement shall be approved by the Governing Authority in writing.

ARTICLE XVIII. WAIVER

The failure of either the City or the Engineer to enforce at any time or for any period of time any provision hereof shall not be construed to be a waiver of such provision of the right thereafter to enforce each and every provision. No waiver to this Agreement by either the City or the Engineer, either express or implied, or any breach of any term, condition or obligation of this Agreement shall be construed as a waiver of any subsequent breach of that term, condition or obligation or of any other term, condition or obligation of this Agreement.

ARTICLE XIX. SEVERABILITY

If any word, clause, sentence, paragraph, condition, provision, or term of this Agreement is or hereafter becomes legally unenforceable, the same shall be severed from this agreement, and all remaining provisions of this Agreement, shall be unaffected, and shall be interpreted in accordance with the express written intention of this Agreement.

ARTICLE XX. KEY PERSONNEL & DESIGNATED AGENTS

Engineer agrees that Key Personnel identified as assigned to this Agreement shall not be changed or reassigned without prior approval of the City or, if prior approval is impossible, then notice to the City and subsequent review by the City which may approve or disapprove the action. For purposes of implementing this section and all other sections of this Agreement with regard to notice, the following individuals are herewith designated as agents for the respective parties unless otherwise identified in the addenda hereto:

CITY:

For Contractual Matters:	For Technical Matters:
Jeremy R. Harrison, P.E. Director of Engineering 4050 Hewes Avenue Gulfport, Mississippi 39507 (228) 868-5740 (228) 868-5822 Fax Email: jharrison@gulfport-ms.gov	Same

or

J. Tyler Gentry Director of Public Works 4050 Hewes Avenue Gulfport, Mississippi 39507 (228) 868-5740 (228) 868-5822 (fax) Email: jgentry@gulfport-ms.gov	Same

ENGINEER:

For Contractual Matters:	For Technical Matters:

_____
_____
_____

IN WITNESS WHEREOF as duly authorized:

City of Gulfport

By: _____ Attest: _____
Mayor Clerk

Dated: _____, 20___

Engineer:

By: _____ Dated: _____, 20___

EXHBIT "A"

ENGINEER'S QUALIFICATIONS

EXHIBIT “B”

PROFESSIONAL SERVICES

Engineer shall provide a list of professional services offered by their firm.

EXHIBIT "C"

WORK ASSIGNMENT

WORK ASSIGNMENT NO. ___-___ 20__-__

PROJECT NUMBER: _____
CITY OF GULFPORT
HARRISON COUNTY

This Work Assignment is executed in accordance with the Master Services Agreement entered into by the City of Gulfport, Mississippi and _____, on the _____day of _____ 20___.

WHEREAS, each of said parties represents that it continues to have authority to execute this Work Assignment and that all certifications previously made in said Agreement remain in effect;

NOW THEREFORE, the parties hereto do further contract and agree to add the following items of work to the above Agreement under the additional terms and conditions as are hereinafter stated:

SPECIFIC SCOPE OF WORK FOR THIS WORK ASSIGNMENT OR PHASE

{{{{Insert specific Scope of Work for this Work Assignment}}}}
{{{{Make sure Termination is defined in the Work Assignment}}}}

WORK ASSIGNMENT TERM [No new Work Assignments shall be executed after _____ ***{Enter Master Contract Termination Date Here}___***.]

This WORK ASSIGNMENT shall be effective upon the latest date of execution hereof and continue until *_insert Work Assignment Termination date here____*, at 11:59 P.M. CDT. However, the Engineer may not begin work prior to receiving a Notice to Proceed.

DBE GOAL
The DBE goal established for this Work Assignment shall be ___ %.

KEY PERSONNEL

{{{{Designate project engineer and the Engineer's project representative here. Also include a list of any key personnel who are dedicated to this particular job by the CONSULTANT. }}}}

CITY PROJECT ENGINEER:

CONSULTANT PROJECT MANAGER:
(Certified as a Professional Engineer to do business in the State of Mississippi)

_____ _____

PROGRESS SCHEDULE

{{{{Attach at the end of "Exhibit C" the progress schedule, including a not to exceed date}}}}

MAXIMUM ALLOWABLE COST ***{Delete the other cost methods not used}***
Contract Maximums:

[Use for Labor Hour/Unit Cost Work Assignments]

Under no circumstances shall the amount payable by the City for this assignment exceed $_____ (Total of all Charges) without the prior written consent of both parties. The Labor Rates have been identified in Table 1: Rate Schedule for Labor Hours.

Table 1: Rate Schedule for Labor Hours

NAMES	LABOR CLASSIFICATION	RATE

Both parties hereto represent that they have authority to enter into Work Assignment No._____, as "Exhibit C" of the Agreement executed by and between the City and Engineer to which is now made a part of said Agreement.

SO EXECUTED AND AGREED THIS THE _____ DAY OF _____, _____.

City of Gulfport, Mississippi

_____
By:

WITNESS this my signature in execution hereof, this the _____ day of _____, 20__.

CONSULTANT NAME GOES HERE

_____
By:

ATTEST:_____

EXHIBIT "D"

FEES AND EXPENSES

The City shall pay the Engineer on an actual Labor Hour/Unit Cost Basis for the satisfactory completion of the Scope of Work set forth herein, for all salaries, payroll additives, overhead, direct costs and the Engineer's fixed fees attributable to a Work Assignment. The Engineer shall prepare an estimate for the specific work identified for the contemplated transportation improvement, and the City shall review and may approve this amount on a Work Assignment by Work Assignment basis using typical rates, and when acceptable issue the Notice to Proceed to the Engineer.

Actual costs as the term is used herein shall include all direct salaries, payroll additives, overhead and direct. Direct salaries are those amounts actually paid to the person performing the services which are deemed reasonably necessary by the City for the advancement of the Scope of Work. Overtime work is not contemplated by the Work Assignment. Accordingly, direct salaries chargeable to the Work Assignment shall not include any overtime premium. Salaries for officers, principals or partners shall not increase at a rate in excess of that for other employees. Payroll additives and overhead consist of employee fringe benefits and that part of Engineer's allowable indirect costs attributable to the Work Assignment.

Direct costs are those charges deemed reasonably necessary by the City for the successful completion of the Scope of Work which are charged directly to the Work Assignment and not included in overhead.

Fixed-fee as the term is used herein shall mean a dollar amount established to cover the Engineer's profit and business expenses not allocable to overhead for the successful completion of the Services.

Labor Hour as the term is used herein shall include all direct salaries, payroll additives, overhead, and profit. Unit-Costs, as the term is used herein shall include all direct costs and profit. Labor Hour/Unit-Costs are not subject to any adjustments on the basis of the Engineer's cost experience in performing the Work Assignment. The Labor Hour/Unit-Costs shall be paid based on the rates established in the Work Assignment

Each month, the Engineer shall submit OCR-484-C found on MDOT's website to the CITY along with the Invoice. This form certifies payments to all Subcontractors and shows all firms even if the Engineer has paid no monies to the firm during that estimate period (negative report).

If requested by City all labor charges for services must be substantiated by supporting data, i.e. certified time sheets, daily logs, check stubs, pay vouchers, etc.

Direct costs:

The City will reimburse the Engineer's printing, long distance phone calls, and testing for actual documented expenses. All Direct costs shall be substantiated with supporting documentation. Testing costs shall not exceed 2% of the construction costs and the CITY shall approve the testing agreement in advance of testing working being performed. All direct expenses will be reimbursed upon receipt of acceptable paid invoices.

Direct Salaries:

Direct salaries shall not exceed those amounts actually paid to an employee performing services reasonably necessary for the completion of the Scope of Work set forth under "Exhibit B" to this Agreement.

EXHIBIT "E"

SAMPLE INVOICE
[Labor-Hour/Unit Cost]

City of Gulfport, Mississippi
Attn:_____
_____
_____ Date:_____

Invoice No. 0000
Period _____, 20__ Through ____, 20__

PROFESSIONAL SERVICES IN ACCORDANCE WITH MASTER SERVICES AGREEMENT

Project No.. ___-___-____-____-____in Harrison County, Mississippi
Work Assignment: ____-_____ _____-_____
Engineer:_____

	Current Period	Previous Estimate	Total Allowed to Date
Labor Costs *	$	$	$
Direct Costs **	$	$	$
Project Total	$	$	$
Amount Due this Invoice			$

NOTE:

1. * PAYROLL ADDITIVES (INCLUDING ALL FRINGE BENEFITS & OVERHEAD)
2. THE ESTIMATED FCCM FOR COST PROPOSALS AND SUPPLEMENTAL AGREEMENTS MUST BE SPECIFICALLY IDENTIFIED AND DISTINGUISHED FROM THE OTHER COSTS. PROFIT/FEE SHALL NOT INCLUDE AMOUNTS APPLICABLE TO FCCM.
3. ** DIRECT COSTS (ATTACH SUPPORTING DATA)
4. THE CONSULTANT MAY USE ITS OWN INVOICE FORM SO LONG AS IT HAS BEEN APPROVED BY THE CONSULTANT SERVICES DIRECTOR. PRIOR TO SUBMISSION BY THE CONSULTANT SAID FORM SHOULD, AT A MINIMUM, CONTAIN THE ABOVE INFORMATION

SUPPORTING DATA (Sample Only)

Project No. 00-0000-00-000-00
County _____

Employee and Classification	Rate of Pay	Current Period Hours	Current Period Costs	Previous Period Costs	Costs to Date
John P. Public, Jr. Engineer	$0.00/hour	0.00	$0.00	$0.00	$0.00
John P. Public, Jr. Designer	$0.00/hour	0.00	$0.00	$0.00	$0.00
John P. Public, Jr. Technician	$0.00/hour	0.00	$0.00	$0.00	$0.00
SUBTOTAL	$0.00/hour	0.00	$0.00	$0.00	$0.00
TOTAL LABOR					
Direct Costs					
PROJECT TOTAL					

EXHIBIT "F"

PROGRESS REPORT

MONTHLY PROJECT STATUS REPORT
Reporting Period:
City Representative:
Consultant:
Project No.:
Project Description:
Work Completed:
Work Planned:
Issues to be Addressed:

Report Submitted by:_____ Date:_____

EXHIBIT "G"

NOTICE TO CONTRACTORS, FEDERAL AID CONTRACT COMPLIANCE WITH TITLE VI OF THE AMERICANS WITH DISABILITIES ACT, COPELAND ANTI-KICKBACK ACT, DAVIS BACON ACT, CONTRACT WORK HOURS AND SAFETY STANDARDS ACT, CLEAN AIR ACT, ENERGY POLICY AND CONSERVATION ACT, DISADVANTAGED BUSINESS ENTERPRISES ACT, WORKER VISIBILITY

During the performance of this Agreement, the Engineer, for itself, its assignees and successor-in-interest (hereinafter referred to as the "Engineer") agrees as follows:

1. Compliance with Regulations: The Engineer will comply with the Regulations of the City, relative to nondiscrimination in Federally-assisted programs of the U. S. Department of Transportation (Title 49, Code of Federal Regulations, Part 21, hereinafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of this Agreement.

2. Nondiscrimination: The Engineer, with regard to the work performed by it after award and prior to completion of the contract work, will not discriminate on the grounds of race, religion, color, sex, national origin, age or disability in the selection and retention of sub-consultants including procurement of materials and leases of equipment. The Engineer will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when this Agreement covers a program set forth in Appendix B of the Regulations. In addition, the Engineer will not participate either directly or indirectly in discrimination prohibited by 23 C.F.R. 710.405(b).

3. Solicitations for Subcontracts. Including Procurement of Materials and Equipment: In all Solicitations, either by competitive bidding or negotiation made by the Engineer for work to be performed under a subcontract, including procurement of materials or equipment, each potential sub-consultant or supplier shall be notified by the Engineer of the Engineer's obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, religion, color, sex, national origin, age or disability.

4. Anti-kick back provisions: All agreements and subcontracts for construction or repair shall include a provision for compliance with the Copeland "Anti-Kick Back" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR, Part 3). This Act provides that each consultant/contractor or sub-consultant/sub-contractor shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The Engineer shall report all suspected or reported violations to the City.

5. Davis Bacon Act: When required by the federal grant program legislation, all construction contracts awarded to contractors and subcontractors in excess of $2,000 shall include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 276a to a-7) and as supplemented by Department of Labor regulations (29 CFR, Part 5). Under this Act, contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less often than once a week.

6. Contract Work Hours and Safety Standards Act: Where applicable, all contracts awarded by contractors and subcontractors in excess of $2,000 for construction contracts and in excess of $2,500 for other contracts which involve the employment of mechanics or laborers shall include a provision for

compliance with sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor Regulations (29 CFR, Part 5). Under section 103 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1 1/2 times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction, safety, and health standards promulgated by the Secretary of Labor. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

7. Clean Air Act: Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clear Air Act (42 U.S.C. 1857 (h), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15) (Contracts and subcontracts in amounts in excess of $100,000).

8. Energy Policy and Conservation Act: Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163).

9. Disadvantaged Business Enterprises (DBE): It is the policy of the City to comply with the requirements of 49 C.F.R. 26, to prohibit unlawful discrimination, to meet its goal for DBE participation, to meet that goal whenever possible by race-neutral means, to create a level playing field, and to achieve that amount of DBE participation that would be obtained in an non-discriminatory market place. To meet that objective in any United States Department of Transportation assisted contracts, the City and the Engineer shall comply with the "Mississippi Department of Transportation's Disadvantage Business Enterprise Programs For United States Department Of Transportation Assisted Contracts".

Neither the Engineer, nor any sub-recipient or sub-consultant shall discriminate on the bases of race, color, national origin, or sex in the performance of this Agreement. The Engineer shall carry out applicable requirements of 49 C.F.R. 26 in the award and administration of United States Department of Transportation assisted contracts. Failure of the Engineer to carry out those requirements is a material breach of this Agreement which may result in the termination of this Agreement or such other remedies as the City deems appropriate.

10. Worker Visibility: All workers within the right-of-way of a Federal-aid highway who are exposed either to traffic (vehicles using the highway for the purposes of travel) or to construction equipment within the work area shall wear high-visibility safety apparel – personal protective safety clothing that is intended to provide conspicuity during both daytime and nighttime usage, and that meets the Performance Class 2 or 3 requirements of the ANSI/ISEA 107–2004 publication entitled ''American National Standard for High-Visibility Safety Apparel and Headwear" – for compliance with 23 CFR, Part 634.

EXHIBIT "H"

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS - Certification in accordance with Section 29.510 Appendix A, C.F.R. Vol. 53, No. 102, page 19210 and 19211:

(1) The CONSULTANT certifies to the best of its knowledge and belief that it and its principals:

(a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;

(b) have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or Agreement 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 (l)(b) of this certification: and

(d) have not within a three-year period preceding this application/proposal had one or more public transactions (federal, state or local) terminated for cause or default;

(e) has not either directly or indirectly entered into any agreement participated in any collusion; or otherwise taken any action in restraint of free competitive negotiation in connection with this Agreement.

(2) The Engineer further certifies, to the best of his/her knowledge and belief, that:

(f) No federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a member of Congress, an officer or employee of Congress, or employee of a member of Congress in connection with the awarding of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(g) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer of employee of Congress, or any employee of a member of Congress in connection with this Agreement, Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions will be completed and submitted.

The certification contained in (1) and (2) above is a material representation of fact upon which reliance is placed and a pre-requisite imposed by Section 1352, Title 31, U. S. Code prior to entering into this Agreement. Failure to comply shall be subject to a civil penalty of not less than $10,000 and not more than $100,000.00. The Engineer shall include the language of the certification in all subcontracts exceeding $25,000.00 and all sub-consultants shall certify and disclose accordingly.

I hereby certify that I am the duly authorized representative of the Engineer for purposes of making this certification, and that neither I, nor any principal, officer, shareholder or employee of the above firm has:

(a) employed or retained for commission, percentages, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above Engineer) to solicit or secure this agreement,

(b) agreed, as an express or implied condition for obtaining this Agreement, to employ or retain the services of any firm or person in connection with carrying out the agreement, or

(c) paid, or agreed to pay, to any firm, organization or person (other than a bone fide employee working solely for me or the above Engineer) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the agreement; except as herein expressly stated (if any).

I acknowledge that this Agreement may be furnished to the Federal Highway Administration, United States Department of Transportation, or any other applicable Federal or State Agency in connection with the Agreement involving participation of Federal-Aid Highway funds, and is subject to applicable state and federal laws, both criminal and civil.

SO CERTIFIED this_____ day of _____, 20__.

{Enter Consultant's Name}

_____
{Type name}

ATTEST: _____

My Commission Expires: _____
Notary

EXHIBIT "I"

PRIME CONSULTANT / CONTRACTOR EEV CERTIFICATION AND AGREEMENT

By executing this Certification and Agreement, the undersigned verifies its compliance with the, "Mississippi Employment Protection Act," Section 71-11-3 of the Mississippi Code of 1972, as amended, and any rules or regulations promulgated by the CITY, Mississippi Transportation Commission [MTC], Department of Employment Security, State Tax Commission, Secretary of State, Department of Human Services in accordance with the Mississippi Administrative Procedures Law (Section 25-43-1 et seq., Mississippi Code of 1972, as amended), stating affirmatively that the individual, firm, or corporation which is contracting with the CITY has registered with and is participating in a federal work authorization program* operated by the United States Department of Homeland Security to electronically verify information of newly hired employees pursuant to the Immigration Reform and Control Act of 1986, Pub.L. 99-603,100 Stat 3359, as amended. The undersigned agrees to inform the CITY if the undersigned is no longer registered or participating in the program.

The undersigned agrees that, should it employ or contract with any entity(s) in connection with the performance of this Agreement, the undersigned will secure from such entity(s) verification of compliance with the Mississippi Employment Protection Act. The undersigned further agrees to maintain records of such compliance and provide a copy of each such verification to the City, if requested, for the benefit of the City or this Contract.

_____

EEV* Company Identification Number [Required]

The undersigned certifies that the above information is complete, true and correct to the best of my knowledge and belief. The undersigned acknowledges that any violation may be subject to the cancellation of the contract, ineligibility for any state or public contract for up to three (3) years, the loss of any license, permit, certificate or other document granted by any agency, department or government entity for the right to do business in Mississippi for up to one (1) year, or both, any and all additional costs incurred because of the contract cancellation or the loss of any license or permit, and may be subject to additional felony prosecution for knowingly or recklessly accepting employment for compensation from an unauthorized alien as defined by 8 U.S.C §1324a(h)(3), said action punishable by imprisonment for not less than one (1) year nor more than five (5) years, a fine of not less than One Thousand Dollars ($1,000.00) nor more than Ten Thousand Dollars ($10,000.00), or both, in addition to such prosecution and penalties as provided by Federal law.

BY:_____ _____

Authorized Officer or Agent Date

_____ _____

Printed Name of Authorized Officer or Agent Title of Authorized Officer or Agent of Contractor /Consultant

SWORN TO AND SUBSCRIBED before me on this the _____ day of _____, 20____.

_____

NOTARY PUBLIC

My Commission Expires: _____

* As of the effective date of the Mississippi Employment Protection Act, the applicable federal work authorization program is E-Verify™ operated by the U. S. Citizenship and Immigration Services of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration.

2510 14th Street
Suite 910
Gulfport, MS 39501

www.GarverUSA.com

RECEIVED
12/4

December 4, 2025

Jeremy Harrison, P.E.
Director
Department of Engineering
City of Gulfport

Re: 2025 Engineering Master Service Agreement

Jeremy,

Please find the enclosed three (3) partially executed City of Gulfport's standard agreements for the **2025 Engineering Master Service Agreement**. We appreciate the opportunity to support the City and look forward to working with you and your team under this contract. I will be present at the December 16 council meeting, as required.

Please let me know if you need any additional information prior to the meeting.

Thank you,

Shawn Wozencraft, P.E.
Project Manager
Garver
228-233-9669

Memorandum

To: Mayor Hugh Keating and Members of the City Council

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

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

Date: December 5, 2025

Re: **Recommendation to Approve 2025 Master Services Agreements**

Attached for your consideration is the 2025 Master Services Agreements for the following Engineering Firms:

1. Covington Civil & Environmental, LLC
2. Neel Schaffer
3. Brown Mitchell & Alexander, Inc.
4. Seymour Engineering
5. Waggoner Engineering
6. Overstreet & Associates
7. Garver
8. Michael Baker International
9. Machado Patano Design Group
10. Engineering Xcellence

I recommend approval of this item.

Attachments:

1. 2025 Master Services Agreement
2. Cover Letters from Selected Firms

Office of the Director of Engineering | 4050 Hewes Avenue | Gulfport, MS 39507-3903
P: 228.868.5740 | E:jharrison@gulfport-ms.gov | www.gulfport-ms.gov

ENGINEERING MASTER SERVICES AGREEMENT
BETWEEN
THE CITY OF GULFPORT, MISSISSIPPI
AND

_____

THIS AGREEMENT, made and entered into this the ____ day of _____, 20___, at Gulfport, Mississippi, by and between the City of Gulfport, Mississippi, acting by and through its Mayor and City Council ("the Governing Authority") hereinafter referred to as "Owner" or "City" and _____, hereinafter "Contractor" or "Engineer", with its principal place of business at _____, for the purposes, and on the terms and conditions, and under the authority hereinafter set forth:

WITNESS THAT:

WHEREAS, the City of Gulfport, Mississippi, is a municipal corporation, organized and existing according to the laws of the State of Mississippi, and it is governed by its Mayor and City Council "Governing Authority"; and

WHEREAS, the City previously advertised for qualifications for Professional Engineering Firms to provide engineering services to the City on an as needed basis; and

WHEREAS, _____, submitted a response to the City's Request for Qualifications, which response is incorporated herein and attached hereto as included as Exhibit "A"; and

WHEREAS, based on the information submitted in response to the Request for Qualifications process, the City desires to enter into a Master Services Agreement with _____ to provide services on an as needed basis, which services are generally set out in Exhibit "B" and include, but are not limited to, preparing preliminary engineering reports, designing projects, providing surveying services, and preparing construction drawings; and

NOW THEREFORE, for and in consideration of the mutual promises and covenants contained herein and for other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, the City and Engineer do hereby contract and agree as follows:

ARTICLE I. SERVICES OF ENGINEER

Engineer understands and agrees that this Agreement is for possible work and does not guarantee or assure that any projects or work assignments will be assigned during the term provided herein. Possible services are set forth in Exhibit "B". Any work assignment under this Agreement shall define the specific scope of work and not to exceed amount and shall be issued on the enclosed "Work Assignment" form attached hereto as Exhibit "C". All work assigned shall become part of this Agreement and shall be subject to the terms and conditions provided herein.

Engineer shall be responsible for all services and materials required to fully perform and completed the assigned work and shall exercise a reasonable standard of conduct and care, according to the prevailing industry standards, in all work, complying with all Federal and State manuals, guides and specifications for work. The City reserves the right to enlarge or reduce the overall scope of services under this Agreement. Engineer may limit or refuse to accept work assignments under this Agreement. Any limitation or refusal must be issued to the City in writing within five (5) days of receipt of the assignment.

Within seven (7) days of receipt of the work assignment, Engineer shall furnish a proposed estimated cost and progress schedule. Project schedules shall include the anticipated time, proposed beginning and conclusion dates, and such intermediate dates as may be required to adequately monitor the progress of the assignment. To meet the needs of the City, the City reserves the right to request changes in the progress schedule. Return of Exhibit "C" to the Director of Engineer or Director of Public Works will be required before a Notice to Proceed is issued. **Engineer may not begin work on any assignment without receiving a Notice to Proceed from the City.**

ARTICLE II. CONTRACT TERM

The Agreement shall commence upon the latest date of execution and continue until June 30, 2029 at 11:59 P.M. Central Standard Time, at which time the Agreement shall automatically terminate. No new work shall be assigned or undertaken after June 30, 2029. Engineer shall complete any work assigned prior to June 30, 2029, with work not to exceed the termination or conclusion date identified by the specific assignment. During the term of this Agreement, the City reserves the right to terminate this Agreement in whole or in part, at any time, with or without cause, upon seven (7) days written notice to the Engineering.

ARTICLE III. RELATIONSHIP OF THE PARTIES

The relationship of the Engineer to the City is that of an independent contractor, and said Engineer, in accordance with its status as an independent contractor, covenants and agrees that it will conduct itself consistent with such status, that it will neither hold itself out as, nor claim to be, an officer or employee of the City by reason hereof. The Engineer will not by reason hereof, make any claim, demand or application or for any right or privilege applicable to an officer or employee of the City, including but not limited to workers' compensation coverage, unemployment insurance benefits, social security coverage, retirement membership or credit, or any form of tax withholding whatsoever.

ARTICLE IV. AVAILABILITY OF FUNDS

It is expressly understood and agreed that the obligation of the City to proceed under this Agreement is conditioned upon the availability of funds, the appropriation of funds by the City of Gulfport, and/or the receipt of state and/or federal funds. If, at any time, the funds anticipated for the fulfillment of this Agreement are not forthcoming or are insufficient, either through the failure of the City to provide funds or of the City to appropriate funds or the discontinuance or material alteration of the program under which funds were provided, or if funds are not otherwise available to the City for the performance of this Agreement, the City shall have the right, upon written notice to the Consultant to immediately terminate or stop work on this Agreement without damage, penalty, cost, or expense to the City of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.

ARTICLE V. COMPENSATION, BILLING AND AUDIT

A. Cost and Fees: Engineer shall be paid on a labor hour/unit cost basis, as set forth in Exhibit "D". **Without prior approval by the Governing Authority, total services provided under this agreement shall not exceed Two Hundred and Fifty Thousand Dollars ($250,000.00) per Work Assignment.** Under no circumstances shall the City be liable for any amounts expended or incurred by Engineer which exceed the maximum dollar amount of compensation.

B. Monthly Billing: Engineer may submit monthly billing statements to the City. A sample of the preferred invoice is attached hereto as Exhibit "E". Each statement shall include time expended and allowable expenses through the end of the billing period. Direct expenses included the cost of long distance telephone calls, testing and printing, if it is not company accounting policy to include the costs in overhead rates. City shall not reimburse for the cost of travel or shipping/mailing charges.

City reserves the right to verify time and expense records, related to work performed for the City, by audit of any or all Engineer's time and accounting records. Should the funding source require, Engineer agrees to allow the funding entity access to records for review. Records shall be available at all times during the period of the Agreement, and for a period of three years following.

Services rendered within a fiscal year (October 1-September 30), may require an invoice requesting payment for services within thirty (30) days of the end of the fiscal year. Should Engineer fail to present the invoice within the allotted time, payment may be delayed.

C. Progress Reports: Engineer shall provide the City monthly progress reports containing a narrative outline of work performed during the billing period, as well as a spreadsheet indicating the amount of progress for each designated assignment. Should the assignment be identified in "parts", the spreadsheet shall contain the progress for each part. A suggested format for Progress Reports is attached hereto as Exhibit "F". This provision shall not apply to any work assignment that is less than thirty (30) days in duration. At the request of the Engineer, the City may waive this requirement, which waiver shall be requested by, and responded to, in writing. Failure to provide progress reports may result in termination of the Agreement.

D. Final Payment: Requests for final payment shall be submitted to the City no later than forty-five (45) days following the completion and/or termination of the work assignment. The City reserves the right to reject any final invoice not timely received. Engineer shall clearly indicate on the last invoice for a work assignment that the payment sought is the "final payment". The Director of Engineering or the Director of Public Works shall confirm that the assignment is completed and ready to be closed, allowing payment of the final invoice. Under no circumstances will the total amount paid exceed the maximum not to exceed amount established for the work assignment.

Engineer agrees and accepts that receipt of final payment shall be in full and final settlement of all claims arising against the City for payment for work completed, materials furnished, cost incurred, or otherwise arising out of this Agreement and/or associated work assignments. In accepting the final payment, Engineer shall release the City from any and all further claims for payment, whether known or unknown, for and on account of the Agreement and/or associated work assignments, including payment for all work done, and labor and materials furnished in connection with the same. Failure to perform, to the satisfaction of the City, all terms of this Agreement and/or associated work assignments, which includes the Scope of Work identified herein, or the Engineer's failure to perform according to the prevailing industry standards, including standards of conduct and care, format and content, shall be corrected by the Engineer without any additional compensation.

E. In the event of termination of this Agreement, any just claims by the Engineer for payment of services rendered prior to the date of termination will be evaluated on a case by case basis. The City shall be liable only for the costs, fees and expenses for demobilization, if applicable, and close out of the Agreement, based on actual time and expenses incurred by Engineer in the packing and shipment of all documents covered by this Agreement. In no event shall the City be liable for lost profits or other consequential damages.

ARTICLE VI. COMPLIANCE WITH APPLICABLE LAW

Engineer shall observe and comply with applicable federal, state, and local laws, rules and regulations, policies and procedures, ordinances, and orders and decrees of bodies or tribunals of the United States of America or any agency thereof, the State of Mississippi or any agency thereof, and any local governments or political subdivisions, that are in effect at the time of the execution of this Agreement or that may later become effective. Engineer shall not discriminate against any employee, nor shall any party be subject to discrimination in the performance of this Agreement because of race, creed, color, sex, national origin, age or disability. Engineer shall execute any and all certifications required by

the City, without limitation a Certification of Compliance with Title VI of the Americans with Disabilities Act, as amended.

Engineer represents that it is in compliance with the Immigration Reform and Control Act of 1986 (Public Law 99-603), as amended, in relation to all employees performing work in the State of Mississippi and does not knowingly employ persons in violation of the United States immigration laws. The Engineer further represents that it is registered and participating in the Department of Homeland Security's E-Verify™ employment eligibility verification program, or successor thereto, and will maintain records of compliance with the Mississippi Employment Protection Act including, but not limited to, requiring compliance certification from all subcontractors and vendors who will participate in the performance of this Agreement and maintaining such certifications for inspection if requested. The Engineer acknowledges that violation may result in the following: (a) cancellation of any public contract and ineligibility for any public contract for up to three (3) years, or (b) the loss of any license, permit, certification or other document granted by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year, or (c) both. The Engineer also acknowledges liability for any additional costs incurred by the City due to such contract cancellation or loss of license or permit.

ARTICLE VII. COVENANT AGAINST CONTINGENT FEES, LOBBYING AND EMPLOYMENT OF CITY PERSONNEL

Engineer warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Engineer, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Engineer, any fee commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award or making of the Agreement. The Engineer warrants that it shall not contribute any money, gift or gratuity of any kind, either directly or indirectly to any employee of the City. For breach or violation of this warranty, the City shall have the right to terminate this Agreement without liability, and the Engineer shall forfeit any sums due hereunder at the time of such breach and may be barred from performing any future services for the City or participating in any future contracts with the City. Unless specifically authorized in writing by the City, Engineer shall not employ any person or persons in the employ of the City for any work required under the terms of this Agreement.

ARTICLE VIII. REVIEW OF WORK

During the term of this Agreement, authorized representatives of the City may, at all reasonable times review and inspect the services and work assignments, including all reports, drawings, studies, maps and computations prepared by and for the Engineer in connection with this Agreement. As applicable and/or as required under the work assignment, Engineer shall make services and work assignments available for review by authorized State or Federal representatives, including, but not limited to, the Federal Highway Administration, the Federal Emergency Management Agency, the Mississippi Emergency Management Agency, the Mississippi Department of Transportation, the Mississippi Department of Environmental Quality, the Mississippi Department of Health, and the Mississippi Department of Marine Resources. Inspection does not automatically make the inspecting entity a party to the Agreement.

Engineer shall be responsible for performance of and compliance with all terms of this Agreement and shall be responsible for correcting any errors and/or omissions, including those that relate to the conduct of care, format and content of material, professional quality and technical accuracy of all designs, drawings, specifications, and other services furnished by the Engineer that may be identified during or outside of a review. Any corrections necessary for compliance shall be at the Engineer's expense.

Any breach of contract, including, but not limited to deficiencies or errors and/or omissions in designs, plans, drawings, specifications , or other services, discovered by the City during the performance of the

work shall immediately be addressed by the Engineer. Engineer shall provide a written statement of proposed remedy no less than ten (10) days after the identification of the breach. Any work performed to remedy the breach shall be at the expense of the Engineer.

Any breach of contract, including, but not limited to deficiencies or errors and/or omissions in designs, plans, drawings, specifications , or other services, discovered by the City after final acceptance of the work shall, without additional compensation, be corrected by the Engineer. If Engineer fails, or is unable to correct, the City reserves the right to have the deficiencies corrected. Any costs incurred by the City for such corrections shall be the responsibility of the Engineer. City shall provide Engineer an opportunity to correct any identified breach unless:

1) The City determines, in its sole discretion, that the Engineer cannot cure the breach within the schedule established by the City; or

2) The City determines, in its sole discretion, that the Engineer cannot cure the breach to the satisfaction of the City.

ARTICLE IX. OWNERSHIP OF PRODUCTS, DOCUMENTS AND WORK

Engineer agrees that all reports, computer information and access, drawings, studies, notes, maps and other data, prepared by and for them under the terms of this Agreement shall be delivered to, become and remain in the property of the City upon creation and shall be delivered to the City upon termination or completion of work, or upon request of the City regardless of any claim or dispute between the parties. All such data shall be delivered within thirty (30) days of receipt of a written request by the City.

The Parties intend and agree that this Agreement is a contract for services and each party considers the products and results of the services to be rendered by the Engineer hereunder, including any and all material produced and/or delivered under this Agreement, to be a "work made for hire" under U.S. copyright and all applicable laws. Engineer acknowledges and agrees that the City owns all right, title, and interest in and to the Work including, without limitation, the copyright thereto and all trademark, patent, and all intellectual property rights thereto.

If for any reason the Work would not be considered a work made for hire under applicable law, or in the event this Agreement is determined to be other than a contract or agreement for a work made for hire, the Engineer does hereby transfer and assign to the City, and its successors and assigns, the entire right, title, and interest in and to any Work prepared hereunder including, without limitation, the following: the copyright and all trademark, patent, and all intellectual property rights in the Work and any registrations and copyright, and/or all other intellectual property, applications relating thereto and any renewals and extensions thereof; all works based upon, derived from, or incorporating the Work; all income, royalties, damages, claims, and payments now or hereafter due or payable with respect thereto; all causes of action, either in law or in equity, for past, present, or future infringement based on the copyrights and/or all other intellectual property; all rights, including all rights to claim priority, corresponding to the foregoing in the United States and its territorial possessions and in all foreign countries. The Engineer agrees to execute all papers and perform such other proper acts as the City may deem necessary to secure for the City or its designee the rights herein assigned.

The City may, without any notice or obligation of further compensation to the Engineer, publish, re-publish, anthologize, use, disseminate, license, or sell the Work in any format or medium now known or hereafter invented or devised. The City's rights shall include, without limitation, the rights to publish, re-publish, or license a third party to publish, re-publish, or sell the Work in print, on the World Wide Web, or in any other electronic or digital format or database now known or hereafter invented or devised, as a separate isolated work or as part of a compilation or other collective work, including a work different

in form from the first publication, and to include or license a third party to include the Work in an electronic or digital database or any other medium or format now known or hereafter invented or devised.

The Engineer shall obtain any and all right, title, and interest to all input and/or material from any third party sub-consultant, or any other party, who may provide such input and/or material to any portion of the Work so that said right, title, and interest, and all such interest in and to the Work including, without limitation, the copyright thereto and all trademark, patent, and all intellectual property rights thereto, shall belong to the City.

For any intellectual property rights currently owned by third parties or by the Engineer and not subject to the terms of this Agreement, the Engineer agrees that it will obtain or grant royalty-free, nonexclusive, irrevocable license(s) for or to the City at no cost to the City to use all copyrighted or copyrightable work(s) and all other intellectual property which is incorporated in the material furnished under this Agreement. Further, the Engineer warrants and represents to the City that it has obtained or granted any and all such licensing prior to presentation of any Work to the City under this Agreement. This obligation of the Engineer does not apply to a situation involving a third party who enters a license agreement directly with the City.

ARTICLE X. SUBLETTING, ASSIGNMENT OR TRANSFER

Neither this Agreement, nor any right or obligation hereunder may be assigned or transferred in whole or in part by Engineer without prior written consent of the City. Under no circumstance will Engineer be allowed to sublet more than sixty percent (60%) of the work required under this Agreement. Specific projects or phases of the work assigned under this contract may be sublet provided that the Engineer performs at least forty percent (40%) of the overall contract. Consent by the City to sublet a portion of the work shall not relieve Engineer from any of its obligations hereunder. Engineer is required to maintain full management responsibility throughout the duration of the Agreement. The City reserves the right to review all subcontract documents and agreements, including any subcontractor's cost estimates, entered into with respect to this Agreement.

ARTICLE XI. CONFIDENTIAL INFORMATION AND PRODUCTION OF DOCUMENTS

It is understood that from time to time confidential and/or privileged information may be shared. Engineer agrees not to disclose any privileged or confidential information unless (a) disclosure is authorized by the City in writing; (b) is reasonably required in connection with the fulfillment of the disclosing party's obligations hereunder and made only to the minimum extent necessary to carry out such obligations; (c) is information which had generally become known to the public other than through the disclosure thereof by the disclosing party or which is otherwise subject to disclosure under state or federal law and not within any exemption from such disclosure; (d) to any authorized attorney, accountant or other professional advisor of the disclosing party under confidentiality agreements and/or attorney-client or similar privilege; or (e) pursuant to any compulsory legal process.

Engineer agrees that it shall immediately refer any third party who requests information pertaining to the work under this Agreement. This Article shall not apply to information in whatever form that comes into the public domain, nor shall it restrict the Engineer from giving notices required by law or complying with an order to provide information or data when such order is issued by a court, administrative agency or other authority with proper jurisdiction, or if it is reasonably necessary for the Engineer to defend itself from any suit or claim. Any published finding, report or recommendation shall include the following provision:

The opinions, findings, and conclusions in this publication are those of the author(s) and not necessarily those of the CITY OF GULFPORT.

ARTICLE XII. STOP WORK ORDER

A. **Order to Stop Work.** The City may, by written order to the Engineer at any time, and without notice to any surety, require the Engineer to stop all or any part of the work called for by this Agreement. This order shall be for a specified period not exceeding thirty (30) days after the order is delivered to the Engineer unless the parties agree to any further period. Any such order shall be identified specifically as a stop work order issued pursuant to this clause. Upon receipt of such an order, the Engineer shall forthwith comply with its terms and take all steps to minimize the occurrence of costs allocable to the work covered by the order during the period of work stoppage. Before the stop work order expires, or within any further period to which the parties shall have agreed, the City shall either:

(1) cancel the stop work order; or

(2) terminate the work covered by such order according to the terms provided herein

B. **Cancellation or Expiration of the Order.** If a stop work order issued under this clause is canceled at any time during the period specified in the order, or if the period of the order or any extension thereof expires, the Engineer shall have the right to resume work. If the City decides that it is justified, an appropriate adjustment may be made in the delivery schedule. If the stop work order results in an increase in the time required for or in the Engineer's cost properly allocable to the performance of any part of this Agreement and the Engineer asserts a claim for such an adjustment within 30 days after the end of the period of work stoppage, an equitable adjustment in this Agreement may be made by written modification of this Agreement as provided by the terms of this Agreement.

C. **Termination of Stopped Work.** If a stop work order is not canceled and the work covered by such order is terminated, the Engineer may be paid for services rendered prior to the Termination. In addition to payment for services rendered prior to the date of termination, the City shall be liable only for the costs, fees, and expenses for demobilization and close out of this Agreement, based on actual time and expenses incurred by the Engineer in the packaging and shipment of all documents covered by this Agreement to the City. In no event shall the City be liable for lost profits or other consequential damages.

ARTICLE XIII. INSURANCE

Prior to commencement of work under this Agreement, Engineer shall obtain and furnish certificates of coverage, or any required documentation to evidence coverage, to the City for the following minimum amounts of insurance:

A. Workers Compensation Insurance as required by the State of Mississippi;

B. Comprehensive General Liability Insurance with a minimum combined limit of not less than One Million Dollars ($1,000,000.00) per occurrence, including coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, contractors protective, sudden and accidental pollution, products and completed operations, and coverage for other hazards;

C. Valuable Documents Insurance, whether as part of the property damage insurance referenced above or as separate insurance, in an amount sufficient to cover all costs associated with repairing, restoring, or replacing any documents kept or created by Engineer, as a part of the services, in the event of casualty to, or loss or theft of such documents;

D. Errors and Omissions Insurance in an amount not less than One Million Dollars ($1,000,000.00) per incident; One Million Dollars ($1,000,000.00) aggregate; and

E. Comprehensive Automobile Liability Insurance with a combined single limit for bodily injury and property damage of not less than One Million Dollars ($1,000,000.00) per incident with respect to the Engineer's owned, hired, or non-owned vehicles, assigned to or used in the performance of services.

The City shall be listed as a certificate holder or additional insured on any of the insurance required under this Agreement. Insurance identified herein shall be maintained in full force and effect by the Engineer throughout the duration of the Agreement, including any extra time for which ongoing work is completed. Should Engineer cease to carry the errors and/or omissions coverage provided herein, Engineer shall obtain "tail" or extension coverage at the same limits for a period of not less than three (3) years subsequent to policy termination or Agreement termination, whichever is longer.

In the event that the Engineer retains any subcontractor or other personnel to perform services or to carry out any activities under or incident to work on any work assigned as part of this Agreement, Engineer agrees to obtain from said subcontractor or other personnel, certificates of insurance demonstrating that said subcontractor or other personnel has all of the above coverage or sufficient coverage to cover their portion of the work. As an alternative, Engineer may include said subcontractor or other personnel within Engineer's coverage for the duration of the work assignment involving the subcontractor or other personnel. Should Engineer change carriers or policies for any insurance required herein, Engineer shall provider new certificates of coverage, as well as any retroactive coverage from the new carrier. If the Engineer fails to procure or maintain required insurance, the City may immediately terminate this Agreement.

ARTICLE XIV. RESPONSIBILITIES FOR CLAIMS AND LIABILITIES

Engineer, and its agents, servants, employees, and representatives agree to fully indemnify and hold harmless the City and its employees, agents, and officials with respect to and from and against any and all claims, demands, causes of actions, damages, including, but not limited to, any and all indirect, special, incidental, punitive, or consequential damages, injuries, fees, expenses, penalties, lawsuits, judgments, and orders, including without limitation, attorney's fees, which in any way arise out of or relate to any negligent, intentional, willful or grossly negligent acts of omission or commission of or attributed to Engineer and/or its agents, servants, employees, sub-contractors, officials, visitors, invitees, and/or guests. Engineer's obligations to indemnify and hold harmless, or at the City's option, participate and associate with the City in defense of any claim for damage, lien or suit and/or any related settlement negotiations shall be initiated by the City's Notice of Claim for Indemnification to the Engineer.

ARTICLE XV. CONTRACT DISPUTES

This Agreement shall be deemed to have been executed in Harrison County, Mississippi. Any claim or action brought by either party related to this Agreement shall be brought in a court of competent jurisdiction in Harrison County, First Judicial District. This Agreement shall be governed by the laws of the State of Mississippi and such Mississippi laws shall apply to the construction or enforcement of all provisions of this Agreement and to any action which may be brought pursuant thereto. Any right or remedy under this Agreement is cumulative, not exclusive, and is in addition to any other rights or remedies either provided in this Agreement or otherwise available at law or in equity. Failure to exercise or delay in exercising any rights shall not constitute a waiver in whole or in part of any such rights.

ARTICLE XVI. CONFLICT OF INTEREST

The Engineer covenants that no public or private interests exist and none shall be acquired directly or indirectly which would conflict in any manner with the performance of the Engineer's Agreement. The Engineer further covenants that no employee of the Engineer or of any sub-consultant, regardless of his/her position, is to personally benefit directly or indirectly from the performance of the services or from any knowledge obtained during the Engineer's execution of this Agreement.

ARTICLE XVII. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the City and the Engineer and no prior written or oral covenants or representations relating thereto and not set forth herein shall be binding on either party hereto. Any changes or amendments to this Agreement shall be approved by the Governing Authority in writing.

ARTICLE XVIII. WAIVER

The failure of either the City or the Engineer to enforce at any time or for any period of time any provision hereof shall not be construed to be a waiver of such provision of the right thereafter to enforce each and every provision. No waiver to this Agreement by either the City or the Engineer, either express or implied, or any breach of any term, condition or obligation of this Agreement shall be construed as a waiver of any subsequent breach of that term, condition or obligation or of any other term, condition or obligation of this Agreement.

ARTICLE XIX. SEVERABILITY

If any word, clause, sentence, paragraph, condition, provision, or term of this Agreement is or hereafter becomes legally unenforceable, the same shall be severed from this agreement, and all remaining provisions of this Agreement, shall be unaffected, and shall be interpreted in accordance with the express written intention of this Agreement.

ARTICLE XX. KEY PERSONNEL & DESIGNATED AGENTS

Engineer agrees that Key Personnel identified as assigned to this Agreement shall not be changed or reassigned without prior approval of the City or, if prior approval is impossible, then notice to the City and subsequent review by the City which may approve or disapprove the action. For purposes of implementing this section and all other sections of this Agreement with regard to notice, the following individuals are herewith designated as agents for the respective parties unless otherwise identified in the addenda hereto:

CITY:

For Contractual Matters:	For Technical Matters:
Jeremy R. Harrison, P.E. Director of Engineering 4050 Hewes Avenue Gulfport, Mississippi 39507 (228) 868-5740 (228) 868-5822 Fax Email: jharrison@gulfport-ms.gov	Same

or

J. Tyler Gentry Director of Public Works 4050 Hewes Avenue Gulfport, Mississippi 39507 (228) 868-5740 (228) 868-5822 (fax) Email: jgentry@gulfport-ms.gov	Same

ENGINEER:

For Contractual Matters:	For Technical Matters:

_____
_____
_____

IN WITNESS WHEREOF as duly authorized:

City of Gulfport

By: _____ Attest: _____
Mayor Clerk

Dated: _____, 20___

Engineer:

By: _____ Dated: _____, 20___

EXHBIT "A"

ENGINEER'S QUALIFICATIONS

EXHIBIT “B”

PROFESSIONAL SERVICES

Engineer shall provide a list of professional services offered by their firm.

EXHIBIT "C"

WORK ASSIGNMENT

WORK ASSIGNMENT NO. ___-___ 20__-__

PROJECT NUMBER: _____
CITY OF GULFPORT
HARRISON COUNTY

This Work Assignment is executed in accordance with the Master Services Agreement entered into by the City of Gulfport, Mississippi and _____, on the _____day of _____ 20___.

WHEREAS, each of said parties represents that it continues to have authority to execute this Work Assignment and that all certifications previously made in said Agreement remain in effect;

NOW THEREFORE, the parties hereto do further contract and agree to add the following items of work to the above Agreement under the additional terms and conditions as are hereinafter stated:

SPECIFIC SCOPE OF WORK FOR THIS WORK ASSIGNMENT OR PHASE

{{{{Insert specific Scope of Work for this Work Assignment}}}}
{{{{Make sure Termination is defined in the Work Assignment}}}}

WORK ASSIGNMENT TERM [No new Work Assignments shall be executed after _____ ***{Enter Master Contract Termination Date Here}___***.]

This WORK ASSIGNMENT shall be effective upon the latest date of execution hereof and continue until *_insert Work Assignment Termination date here____*, at 11:59 P.M. CDT. However, the Engineer may not begin work prior to receiving a Notice to Proceed.

DBE GOAL
The DBE goal established for this Work Assignment shall be ___ %.

KEY PERSONNEL

{{{{Designate project engineer and the Engineer's project representative here. Also include a list of any key personnel who are dedicated to this particular job by the CONSULTANT. }}}}

CITY PROJECT ENGINEER:

CONSULTANT PROJECT MANAGER:
(Certified as a Professional Engineer to do business in the State of Mississippi)

_____ _____

PROGRESS SCHEDULE

{{{{Attach at the end of "Exhibit C" the progress schedule, including a not to exceed date}}}}

MAXIMUM ALLOWABLE COST ***{Delete the other cost methods not used}***
Contract Maximums:

[Use for Labor Hour/Unit Cost Work Assignments]

Under no circumstances shall the amount payable by the City for this assignment exceed $_____ (Total of all Charges) without the prior written consent of both parties. The Labor Rates have been identified in Table 1: Rate Schedule for Labor Hours.

Table 1: Rate Schedule for Labor Hours

NAMES	LABOR CLASSIFICATION	RATE

Both parties hereto represent that they have authority to enter into Work Assignment No._____, as "Exhibit C" of the Agreement executed by and between the City and Engineer to which is now made a part of said Agreement.

SO EXECUTED AND AGREED THIS THE _____ DAY OF _____, _____.

City of Gulfport, Mississippi

_____
By:

WITNESS this my signature in execution hereof, this the _____ day of _____, 20__.

CONSULTANT NAME GOES HERE

_____
By:

ATTEST:_____

EXHIBIT "D"

FEES AND EXPENSES

The City shall pay the Engineer on an actual Labor Hour/Unit Cost Basis for the satisfactory completion of the Scope of Work set forth herein, for all salaries, payroll additives, overhead, direct costs and the Engineer's fixed fees attributable to a Work Assignment. The Engineer shall prepare an estimate for the specific work identified for the contemplated transportation improvement, and the City shall review and may approve this amount on a Work Assignment by Work Assignment basis using typical rates, and when acceptable issue the Notice to Proceed to the Engineer.

Actual costs as the term is used herein shall include all direct salaries, payroll additives, overhead and direct. Direct salaries are those amounts actually paid to the person performing the services which are deemed reasonably necessary by the City for the advancement of the Scope of Work. Overtime work is not contemplated by the Work Assignment. Accordingly, direct salaries chargeable to the Work Assignment shall not include any overtime premium. Salaries for officers, principals or partners shall not increase at a rate in excess of that for other employees. Payroll additives and overhead consist of employee fringe benefits and that part of Engineer's allowable indirect costs attributable to the Work Assignment.

Direct costs are those charges deemed reasonably necessary by the City for the successful completion of the Scope of Work which are charged directly to the Work Assignment and not included in overhead.

Fixed-fee as the term is used herein shall mean a dollar amount established to cover the Engineer's profit and business expenses not allocable to overhead for the successful completion of the Services.

Labor Hour as the term is used herein shall include all direct salaries, payroll additives, overhead, and profit. Unit-Costs, as the term is used herein shall include all direct costs and profit. Labor Hour/Unit-Costs are not subject to any adjustments on the basis of the Engineer's cost experience in performing the Work Assignment. The Labor Hour/Unit-Costs shall be paid based on the rates established in the Work Assignment

Each month, the Engineer shall submit OCR-484-C found on MDOT's website to the CITY along with the Invoice. This form certifies payments to all Subcontractors and shows all firms even if the Engineer has paid no monies to the firm during that estimate period (negative report).

If requested by City all labor charges for services must be substantiated by supporting data, i.e. certified time sheets, daily logs, check stubs, pay vouchers, etc.

Direct costs:

The City will reimburse the Engineer's printing, long distance phone calls, and testing for actual documented expenses. All Direct costs shall be substantiated with supporting documentation. Testing costs shall not exceed 2% of the construction costs and the CITY shall approve the testing agreement in advance of testing working being performed. All direct expenses will be reimbursed upon receipt of acceptable paid invoices.

Direct Salaries:

Direct salaries shall not exceed those amounts actually paid to an employee performing services reasonably necessary for the completion of the Scope of Work set forth under "Exhibit B" to this Agreement.

EXHIBIT "E"

SAMPLE INVOICE
[Labor-Hour/Unit Cost]

City of Gulfport, Mississippi
Attn:_____
_____
_____ Date:_____

Invoice No. 0000
Period _____, 20__ Through ____, 20__

PROFESSIONAL SERVICES IN ACCORDANCE WITH MASTER SERVICES AGREEMENT

Project No.. ___-___-____-____-____in Harrison County, Mississippi
Work Assignment: ____-_____ _____-_____
Engineer:_____

	Current Period	Previous Estimate	Total Allowed to Date
Labor Costs *	$	$	$
Direct Costs **	$	$	$
Project Total	$	$	$
Amount Due this Invoice			$

NOTE:

1. * PAYROLL ADDITIVES (INCLUDING ALL FRINGE BENEFITS & OVERHEAD)
2. THE ESTIMATED FCCM FOR COST PROPOSALS AND SUPPLEMENTAL AGREEMENTS MUST BE SPECIFICALLY IDENTIFIED AND DISTINGUISHED FROM THE OTHER COSTS. PROFIT/FEE SHALL NOT INCLUDE AMOUNTS APPLICABLE TO FCCM.
3. ** DIRECT COSTS (ATTACH SUPPORTING DATA)
4. THE CONSULTANT MAY USE ITS OWN INVOICE FORM SO LONG AS IT HAS BEEN APPROVED BY THE CONSULTANT SERVICES DIRECTOR. PRIOR TO SUBMISSION BY THE CONSULTANT SAID FORM SHOULD, AT A MINIMUM, CONTAIN THE ABOVE INFORMATION

SUPPORTING DATA (Sample Only)

Project No. 00-0000-00-000-00
County _____

Employee and Classification	Rate of Pay	Current Period Hours	Current Period Costs	Previous Period Costs	Costs to Date
John P. Public, Jr. Engineer	$0.00/hour	0.00	$0.00	$0.00	$0.00
John P. Public, Jr. Designer	$0.00/hour	0.00	$0.00	$0.00	$0.00
John P. Public, Jr. Technician	$0.00/hour	0.00	$0.00	$0.00	$0.00
SUBTOTAL	$0.00/hour	0.00	$0.00	$0.00	$0.00
TOTAL LABOR					
Direct Costs					
PROJECT TOTAL					

EXHIBIT "F"

PROGRESS REPORT

MONTHLY PROJECT STATUS REPORT
Reporting Period:
City Representative:
Consultant:
Project No.:
Project Description:
Work Completed:
Work Planned:
Issues to be Addressed:

Report Submitted by:_____ Date:_____

EXHIBIT "G"

NOTICE TO CONTRACTORS, FEDERAL AID CONTRACT COMPLIANCE WITH TITLE VI OF THE AMERICANS WITH DISABILITIES ACT, COPELAND ANTI-KICKBACK ACT, DAVIS BACON ACT, CONTRACT WORK HOURS AND SAFETY STANDARDS ACT, CLEAN AIR ACT, ENERGY POLICY AND CONSERVATION ACT, DISADVANTAGED BUSINESS ENTERPRISES ACT, WORKER VISIBILITY

During the performance of this Agreement, the Engineer, for itself, its assignees and successor-in-interest (hereinafter referred to as the "Engineer") agrees as follows:

1. Compliance with Regulations: The Engineer will comply with the Regulations of the City, relative to nondiscrimination in Federally-assisted programs of the U. S. Department of Transportation (Title 49, Code of Federal Regulations, Part 21, hereinafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of this Agreement.

2. Nondiscrimination: The Engineer, with regard to the work performed by it after award and prior to completion of the contract work, will not discriminate on the grounds of race, religion, color, sex, national origin, age or disability in the selection and retention of sub-consultants including procurement of materials and leases of equipment. The Engineer will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when this Agreement covers a program set forth in Appendix B of the Regulations. In addition, the Engineer will not participate either directly or indirectly in discrimination prohibited by 23 C.F.R. 710.405(b).

3. Solicitations for Subcontracts. Including Procurement of Materials and Equipment: In all Solicitations, either by competitive bidding or negotiation made by the Engineer for work to be performed under a subcontract, including procurement of materials or equipment, each potential sub-consultant or supplier shall be notified by the Engineer of the Engineer's obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, religion, color, sex, national origin, age or disability.

4. Anti-kick back provisions: All agreements and subcontracts for construction or repair shall include a provision for compliance with the Copeland "Anti-Kick Back" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR, Part 3). This Act provides that each consultant/contractor or sub-consultant/sub-contractor shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The Engineer shall report all suspected or reported violations to the City.

5. Davis Bacon Act: When required by the federal grant program legislation, all construction contracts awarded to contractors and subcontractors in excess of $2,000 shall include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 276a to a-7) and as supplemented by Department of Labor regulations (29 CFR, Part 5). Under this Act, contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less often than once a week.

6. Contract Work Hours and Safety Standards Act: Where applicable, all contracts awarded by contractors and subcontractors in excess of $2,000 for construction contracts and in excess of $2,500 for other contracts which involve the employment of mechanics or laborers shall include a provision for

compliance with sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor Regulations (29 CFR, Part 5). Under section 103 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1 1/2 times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction, safety, and health standards promulgated by the Secretary of Labor. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

7. Clean Air Act: Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clear Air Act (42 U.S.C. 1857 (h), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15) (Contracts and subcontracts in amounts in excess of $100,000).

8. Energy Policy and Conservation Act: Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163).

9. Disadvantaged Business Enterprises (DBE): It is the policy of the City to comply with the requirements of 49 C.F.R. 26, to prohibit unlawful discrimination, to meet its goal for DBE participation, to meet that goal whenever possible by race-neutral means, to create a level playing field, and to achieve that amount of DBE participation that would be obtained in an non-discriminatory market place. To meet that objective in any United States Department of Transportation assisted contracts, the City and the Engineer shall comply with the "Mississippi Department of Transportation's Disadvantage Business Enterprise Programs For United States Department Of Transportation Assisted Contracts".

Neither the Engineer, nor any sub-recipient or sub-consultant shall discriminate on the bases of race, color, national origin, or sex in the performance of this Agreement. The Engineer shall carry out applicable requirements of 49 C.F.R. 26 in the award and administration of United States Department of Transportation assisted contracts. Failure of the Engineer to carry out those requirements is a material breach of this Agreement which may result in the termination of this Agreement or such other remedies as the City deems appropriate.

10. Worker Visibility: All workers within the right-of-way of a Federal-aid highway who are exposed either to traffic (vehicles using the highway for the purposes of travel) or to construction equipment within the work area shall wear high-visibility safety apparel – personal protective safety clothing that is intended to provide conspicuity during both daytime and nighttime usage, and that meets the Performance Class 2 or 3 requirements of the ANSI/ISEA 107–2004 publication entitled ''American National Standard for High-Visibility Safety Apparel and Headwear" – for compliance with 23 CFR, Part 634.

EXHIBIT "H"

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS - Certification in accordance with Section 29.510 Appendix A, C.F.R. Vol. 53, No. 102, page 19210 and 19211:

(1) The CONSULTANT certifies to the best of its knowledge and belief that it and its principals:

(a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;

(b) have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or Agreement 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 (l)(b) of this certification: and

(d) have not within a three-year period preceding this application/proposal had one or more public transactions (federal, state or local) terminated for cause or default;

(e) has not either directly or indirectly entered into any agreement participated in any collusion; or otherwise taken any action in restraint of free competitive negotiation in connection with this Agreement.

(2) The Engineer further certifies, to the best of his/her knowledge and belief, that:

(f) No federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a member of Congress, an officer or employee of Congress, or employee of a member of Congress in connection with the awarding of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(g) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer of employee of Congress, or any employee of a member of Congress in connection with this Agreement, Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions will be completed and submitted.

The certification contained in (1) and (2) above is a material representation of fact upon which reliance is placed and a pre-requisite imposed by Section 1352, Title 31, U. S. Code prior to entering into this Agreement. Failure to comply shall be subject to a civil penalty of not less than $10,000 and not more than $100,000.00. The Engineer shall include the language of the certification in all subcontracts exceeding $25,000.00 and all sub-consultants shall certify and disclose accordingly.

I hereby certify that I am the duly authorized representative of the Engineer for purposes of making this certification, and that neither I, nor any principal, officer, shareholder or employee of the above firm has:

(a) employed or retained for commission, percentages, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above Engineer) to solicit or secure this agreement,

(b) agreed, as an express or implied condition for obtaining this Agreement, to employ or retain the services of any firm or person in connection with carrying out the agreement, or

(c) paid, or agreed to pay, to any firm, organization or person (other than a bone fide employee working solely for me or the above Engineer) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the agreement; except as herein expressly stated (if any).

I acknowledge that this Agreement may be furnished to the Federal Highway Administration, United States Department of Transportation, or any other applicable Federal or State Agency in connection with the Agreement involving participation of Federal-Aid Highway funds, and is subject to applicable state and federal laws, both criminal and civil.

SO CERTIFIED this_____ day of _____, 20__.

{Enter Consultant's Name}

_____
{Type name}

ATTEST: _____

My Commission Expires: _____
Notary

EXHIBIT "I"

PRIME CONSULTANT / CONTRACTOR EEV CERTIFICATION AND AGREEMENT

By executing this Certification and Agreement, the undersigned verifies its compliance with the, "Mississippi Employment Protection Act," Section 71-11-3 of the Mississippi Code of 1972, as amended, and any rules or regulations promulgated by the CITY, Mississippi Transportation Commission [MTC], Department of Employment Security, State Tax Commission, Secretary of State, Department of Human Services in accordance with the Mississippi Administrative Procedures Law (Section 25-43-1 et seq., Mississippi Code of 1972, as amended), stating affirmatively that the individual, firm, or corporation which is contracting with the CITY has registered with and is participating in a federal work authorization program* operated by the United States Department of Homeland Security to electronically verify information of newly hired employees pursuant to the Immigration Reform and Control Act of 1986, Pub.L. 99-603,100 Stat 3359, as amended. The undersigned agrees to inform the CITY if the undersigned is no longer registered or participating in the program.

The undersigned agrees that, should it employ or contract with any entity(s) in connection with the performance of this Agreement, the undersigned will secure from such entity(s) verification of compliance with the Mississippi Employment Protection Act. The undersigned further agrees to maintain records of such compliance and provide a copy of each such verification to the City, if requested, for the benefit of the City or this Contract.

_____

EEV* Company Identification Number [Required]

The undersigned certifies that the above information is complete, true and correct to the best of my knowledge and belief. The undersigned acknowledges that any violation may be subject to the cancellation of the contract, ineligibility for any state or public contract for up to three (3) years, the loss of any license, permit, certificate or other document granted by any agency, department or government entity for the right to do business in Mississippi for up to one (1) year, or both, any and all additional costs incurred because of the contract cancellation or the loss of any license or permit, and may be subject to additional felony prosecution for knowingly or recklessly accepting employment for compensation from an unauthorized alien as defined by 8 U.S.C §1324a(h)(3), said action punishable by imprisonment for not less than one (1) year nor more than five (5) years, a fine of not less than One Thousand Dollars ($1,000.00) nor more than Ten Thousand Dollars ($10,000.00), or both, in addition to such prosecution and penalties as provided by Federal law.

BY:_____ _____

Authorized Officer or Agent Date

_____ _____

Printed Name of Authorized Officer or Agent Title of Authorized Officer or Agent of Contractor /Consultant

SWORN TO AND SUBSCRIBED before me on this the _____ day of _____, 20____.

_____

NOTARY PUBLIC

My Commission Expires: _____

* As of the effective date of the Mississippi Employment Protection Act, the applicable federal work authorization program is E-Verify™ operated by the U. S. Citizenship and Immigration Services of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration.

MP DESIGN GROUP

David J. Machado, PE
Brad F. Patano, PE
Gerrod W. Kilpatrick, PE
Bradford A. Jones, AIA

RECEIVED 12/2/25

YOUR PROJECT · OUR PRIORITY · NO EXCUSES

December 2, 2025
City of Gulfport
c/o Jeremy Harrison
4050 Hewes Avenue
Gulfport, MS 39507

RE: MP Design Group
Master Services Agreement Contracts

VIA Email: jharrison@gulfport-ms.gov

Jeremy,

Please find attached 3 copies of MP Design Group's master Services agreement. The originals were delivered to your office on December 2, 2025.

We appreciate the opportunity and look forward to continuing to provide our services to the City of Gulfport. Please let me know if you need anything further.

Respectfully,
MP DESIGN GROUP

Gerrod W. Kilpatrick, P.E.
Principal

Memorandum

To: Mayor Hugh Keating and Members of the City Council

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

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

Date: December 5, 2025

Re: **Recommendation to Approve 2025 Master Services Agreements**

Attached for your consideration is the 2025 Master Services Agreements for the following Engineering Firms:

1. Covington Civil & Environmental, LLC
2. Neel Schaffer
3. Brown Mitchell & Alexander, Inc.
4. Seymour Engineering
5. Waggoner Engineering
6. Overstreet & Associates
7. Garver
8. Michael Baker International
9. Machado Patano Design Group
10. Engineering Xcellence

I recommend approval of this item.

Attachments:

1. 2025 Master Services Agreement
2. Cover Letters from Selected Firms

Office of the Director of Engineering | 4050 Hewes Avenue | Gulfport, MS 39507-3903
P: 228.868.5740 | E:jharrison@gulfport-ms.gov | www.gulfport-ms.gov

ENGINEERING MASTER SERVICES AGREEMENT
BETWEEN
THE CITY OF GULFPORT, MISSISSIPPI
AND

_____

THIS AGREEMENT, made and entered into this the ____ day of _____, 20___, at Gulfport, Mississippi, by and between the City of Gulfport, Mississippi, acting by and through its Mayor and City Council ("the Governing Authority") hereinafter referred to as "Owner" or "City" and _____, hereinafter "Contractor" or "Engineer", with its principal place of business at _____, for the purposes, and on the terms and conditions, and under the authority hereinafter set forth:

WITNESS THAT:

WHEREAS, the City of Gulfport, Mississippi, is a municipal corporation, organized and existing according to the laws of the State of Mississippi, and it is governed by its Mayor and City Council "Governing Authority"; and

WHEREAS, the City previously advertised for qualifications for Professional Engineering Firms to provide engineering services to the City on an as needed basis; and

WHEREAS, _____, submitted a response to the City's Request for Qualifications, which response is incorporated herein and attached hereto as included as Exhibit "A"; and

WHEREAS, based on the information submitted in response to the Request for Qualifications process, the City desires to enter into a Master Services Agreement with _____ to provide services on an as needed basis, which services are generally set out in Exhibit "B" and include, but are not limited to, preparing preliminary engineering reports, designing projects, providing surveying services, and preparing construction drawings; and

NOW THEREFORE, for and in consideration of the mutual promises and covenants contained herein and for other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, the City and Engineer do hereby contract and agree as follows:

ARTICLE I. SERVICES OF ENGINEER

Engineer understands and agrees that this Agreement is for possible work and does not guarantee or assure that any projects or work assignments will be assigned during the term provided herein. Possible services are set forth in Exhibit "B". Any work assignment under this Agreement shall define the specific scope of work and not to exceed amount and shall be issued on the enclosed "Work Assignment" form attached hereto as Exhibit "C". All work assigned shall become part of this Agreement and shall be subject to the terms and conditions provided herein.

Engineer shall be responsible for all services and materials required to fully perform and completed the assigned work and shall exercise a reasonable standard of conduct and care, according to the prevailing industry standards, in all work, complying with all Federal and State manuals, guides and specifications for work. The City reserves the right to enlarge or reduce the overall scope of services under this Agreement. Engineer may limit or refuse to accept work assignments under this Agreement. Any limitation or refusal must be issued to the City in writing within five (5) days of receipt of the assignment.

Within seven (7) days of receipt of the work assignment, Engineer shall furnish a proposed estimated cost and progress schedule. Project schedules shall include the anticipated time, proposed beginning and conclusion dates, and such intermediate dates as may be required to adequately monitor the progress of the assignment. To meet the needs of the City, the City reserves the right to request changes in the progress schedule. Return of Exhibit "C" to the Director of Engineer or Director of Public Works will be required before a Notice to Proceed is issued. **Engineer may not begin work on any assignment without receiving a Notice to Proceed from the City.**

ARTICLE II. CONTRACT TERM

The Agreement shall commence upon the latest date of execution and continue until June 30, 2029 at 11:59 P.M. Central Standard Time, at which time the Agreement shall automatically terminate. No new work shall be assigned or undertaken after June 30, 2029. Engineer shall complete any work assigned prior to June 30, 2029, with work not to exceed the termination or conclusion date identified by the specific assignment. During the term of this Agreement, the City reserves the right to terminate this Agreement in whole or in part, at any time, with or without cause, upon seven (7) days written notice to the Engineering.

ARTICLE III. RELATIONSHIP OF THE PARTIES

The relationship of the Engineer to the City is that of an independent contractor, and said Engineer, in accordance with its status as an independent contractor, covenants and agrees that it will conduct itself consistent with such status, that it will neither hold itself out as, nor claim to be, an officer or employee of the City by reason hereof. The Engineer will not by reason hereof, make any claim, demand or application or for any right or privilege applicable to an officer or employee of the City, including but not limited to workers' compensation coverage, unemployment insurance benefits, social security coverage, retirement membership or credit, or any form of tax withholding whatsoever.

ARTICLE IV. AVAILABILITY OF FUNDS

It is expressly understood and agreed that the obligation of the City to proceed under this Agreement is conditioned upon the availability of funds, the appropriation of funds by the City of Gulfport, and/or the receipt of state and/or federal funds. If, at any time, the funds anticipated for the fulfillment of this Agreement are not forthcoming or are insufficient, either through the failure of the City to provide funds or of the City to appropriate funds or the discontinuance or material alteration of the program under which funds were provided, or if funds are not otherwise available to the City for the performance of this Agreement, the City shall have the right, upon written notice to the Consultant to immediately terminate or stop work on this Agreement without damage, penalty, cost, or expense to the City of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.

ARTICLE V. COMPENSATION, BILLING AND AUDIT

A. Cost and Fees: Engineer shall be paid on a labor hour/unit cost basis, as set forth in Exhibit "D". **Without prior approval by the Governing Authority, total services provided under this agreement shall not exceed Two Hundred and Fifty Thousand Dollars ($250,000.00) per Work Assignment.** Under no circumstances shall the City be liable for any amounts expended or incurred by Engineer which exceed the maximum dollar amount of compensation.

B. Monthly Billing: Engineer may submit monthly billing statements to the City. A sample of the preferred invoice is attached hereto as Exhibit "E". Each statement shall include time expended and allowable expenses through the end of the billing period. Direct expenses included the cost of long distance telephone calls, testing and printing, if it is not company accounting policy to include the costs in overhead rates. City shall not reimburse for the cost of travel or shipping/mailing charges.

City reserves the right to verify time and expense records, related to work performed for the City, by audit of any or all Engineer's time and accounting records. Should the funding source require, Engineer agrees to allow the funding entity access to records for review. Records shall be available at all times during the period of the Agreement, and for a period of three years following.

Services rendered within a fiscal year (October 1-September 30), may require an invoice requesting payment for services within thirty (30) days of the end of the fiscal year. Should Engineer fail to present the invoice within the allotted time, payment may be delayed.

C. Progress Reports: Engineer shall provide the City monthly progress reports containing a narrative outline of work performed during the billing period, as well as a spreadsheet indicating the amount of progress for each designated assignment. Should the assignment be identified in "parts", the spreadsheet shall contain the progress for each part. A suggested format for Progress Reports is attached hereto as Exhibit "F". This provision shall not apply to any work assignment that is less than thirty (30) days in duration. At the request of the Engineer, the City may waive this requirement, which waiver shall be requested by, and responded to, in writing. Failure to provide progress reports may result in termination of the Agreement.

D. Final Payment: Requests for final payment shall be submitted to the City no later than forty-five (45) days following the completion and/or termination of the work assignment. The City reserves the right to reject any final invoice not timely received. Engineer shall clearly indicate on the last invoice for a work assignment that the payment sought is the "final payment". The Director of Engineering or the Director of Public Works shall confirm that the assignment is completed and ready to be closed, allowing payment of the final invoice. Under no circumstances will the total amount paid exceed the maximum not to exceed amount established for the work assignment.

Engineer agrees and accepts that receipt of final payment shall be in full and final settlement of all claims arising against the City for payment for work completed, materials furnished, cost incurred, or otherwise arising out of this Agreement and/or associated work assignments. In accepting the final payment, Engineer shall release the City from any and all further claims for payment, whether known or unknown, for and on account of the Agreement and/or associated work assignments, including payment for all work done, and labor and materials furnished in connection with the same. Failure to perform, to the satisfaction of the City, all terms of this Agreement and/or associated work assignments, which includes the Scope of Work identified herein, or the Engineer's failure to perform according to the prevailing industry standards, including standards of conduct and care, format and content, shall be corrected by the Engineer without any additional compensation.

E. In the event of termination of this Agreement, any just claims by the Engineer for payment of services rendered prior to the date of termination will be evaluated on a case by case basis. The City shall be liable only for the costs, fees and expenses for demobilization, if applicable, and close out of the Agreement, based on actual time and expenses incurred by Engineer in the packing and shipment of all documents covered by this Agreement. In no event shall the City be liable for lost profits or other consequential damages.

ARTICLE VI. COMPLIANCE WITH APPLICABLE LAW

Engineer shall observe and comply with applicable federal, state, and local laws, rules and regulations, policies and procedures, ordinances, and orders and decrees of bodies or tribunals of the United States of America or any agency thereof, the State of Mississippi or any agency thereof, and any local governments or political subdivisions, that are in effect at the time of the execution of this Agreement or that may later become effective. Engineer shall not discriminate against any employee, nor shall any party be subject to discrimination in the performance of this Agreement because of race, creed, color, sex, national origin, age or disability. Engineer shall execute any and all certifications required by

the City, without limitation a Certification of Compliance with Title VI of the Americans with Disabilities Act, as amended.

Engineer represents that it is in compliance with the Immigration Reform and Control Act of 1986 (Public Law 99-603), as amended, in relation to all employees performing work in the State of Mississippi and does not knowingly employ persons in violation of the United States immigration laws. The Engineer further represents that it is registered and participating in the Department of Homeland Security's E-Verify™ employment eligibility verification program, or successor thereto, and will maintain records of compliance with the Mississippi Employment Protection Act including, but not limited to, requiring compliance certification from all subcontractors and vendors who will participate in the performance of this Agreement and maintaining such certifications for inspection if requested. The Engineer acknowledges that violation may result in the following: (a) cancellation of any public contract and ineligibility for any public contract for up to three (3) years, or (b) the loss of any license, permit, certification or other document granted by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year, or (c) both. The Engineer also acknowledges liability for any additional costs incurred by the City due to such contract cancellation or loss of license or permit.

ARTICLE VII. COVENANT AGAINST CONTINGENT FEES, LOBBYING AND EMPLOYMENT OF CITY PERSONNEL

Engineer warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Engineer, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Engineer, any fee commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award or making of the Agreement. The Engineer warrants that it shall not contribute any money, gift or gratuity of any kind, either directly or indirectly to any employee of the City. For breach or violation of this warranty, the City shall have the right to terminate this Agreement without liability, and the Engineer shall forfeit any sums due hereunder at the time of such breach and may be barred from performing any future services for the City or participating in any future contracts with the City. Unless specifically authorized in writing by the City, Engineer shall not employ any person or persons in the employ of the City for any work required under the terms of this Agreement.

ARTICLE VIII. REVIEW OF WORK

During the term of this Agreement, authorized representatives of the City may, at all reasonable times review and inspect the services and work assignments, including all reports, drawings, studies, maps and computations prepared by and for the Engineer in connection with this Agreement. As applicable and/or as required under the work assignment, Engineer shall make services and work assignments available for review by authorized State or Federal representatives, including, but not limited to, the Federal Highway Administration, the Federal Emergency Management Agency, the Mississippi Emergency Management Agency, the Mississippi Department of Transportation, the Mississippi Department of Environmental Quality, the Mississippi Department of Health, and the Mississippi Department of Marine Resources. Inspection does not automatically make the inspecting entity a party to the Agreement.

Engineer shall be responsible for performance of and compliance with all terms of this Agreement and shall be responsible for correcting any errors and/or omissions, including those that relate to the conduct of care, format and content of material, professional quality and technical accuracy of all designs, drawings, specifications, and other services furnished by the Engineer that may be identified during or outside of a review. Any corrections necessary for compliance shall be at the Engineer's expense.

Any breach of contract, including, but not limited to deficiencies or errors and/or omissions in designs, plans, drawings, specifications , or other services, discovered by the City during the performance of the

work shall immediately be addressed by the Engineer. Engineer shall provide a written statement of proposed remedy no less than ten (10) days after the identification of the breach. Any work performed to remedy the breach shall be at the expense of the Engineer.

Any breach of contract, including, but not limited to deficiencies or errors and/or omissions in designs, plans, drawings, specifications , or other services, discovered by the City after final acceptance of the work shall, without additional compensation, be corrected by the Engineer. If Engineer fails, or is unable to correct, the City reserves the right to have the deficiencies corrected. Any costs incurred by the City for such corrections shall be the responsibility of the Engineer. City shall provide Engineer an opportunity to correct any identified breach unless:

1) The City determines, in its sole discretion, that the Engineer cannot cure the breach within the schedule established by the City; or

2) The City determines, in its sole discretion, that the Engineer cannot cure the breach to the satisfaction of the City.

ARTICLE IX. OWNERSHIP OF PRODUCTS, DOCUMENTS AND WORK

Engineer agrees that all reports, computer information and access, drawings, studies, notes, maps and other data, prepared by and for them under the terms of this Agreement shall be delivered to, become and remain in the property of the City upon creation and shall be delivered to the City upon termination or completion of work, or upon request of the City regardless of any claim or dispute between the parties. All such data shall be delivered within thirty (30) days of receipt of a written request by the City.

The Parties intend and agree that this Agreement is a contract for services and each party considers the products and results of the services to be rendered by the Engineer hereunder, including any and all material produced and/or delivered under this Agreement, to be a "work made for hire" under U.S. copyright and all applicable laws. Engineer acknowledges and agrees that the City owns all right, title, and interest in and to the Work including, without limitation, the copyright thereto and all trademark, patent, and all intellectual property rights thereto.

If for any reason the Work would not be considered a work made for hire under applicable law, or in the event this Agreement is determined to be other than a contract or agreement for a work made for hire, the Engineer does hereby transfer and assign to the City, and its successors and assigns, the entire right, title, and interest in and to any Work prepared hereunder including, without limitation, the following: the copyright and all trademark, patent, and all intellectual property rights in the Work and any registrations and copyright, and/or all other intellectual property, applications relating thereto and any renewals and extensions thereof; all works based upon, derived from, or incorporating the Work; all income, royalties, damages, claims, and payments now or hereafter due or payable with respect thereto; all causes of action, either in law or in equity, for past, present, or future infringement based on the copyrights and/or all other intellectual property; all rights, including all rights to claim priority, corresponding to the foregoing in the United States and its territorial possessions and in all foreign countries. The Engineer agrees to execute all papers and perform such other proper acts as the City may deem necessary to secure for the City or its designee the rights herein assigned.

The City may, without any notice or obligation of further compensation to the Engineer, publish, re-publish, anthologize, use, disseminate, license, or sell the Work in any format or medium now known or hereafter invented or devised. The City's rights shall include, without limitation, the rights to publish, re-publish, or license a third party to publish, re-publish, or sell the Work in print, on the World Wide Web, or in any other electronic or digital format or database now known or hereafter invented or devised, as a separate isolated work or as part of a compilation or other collective work, including a work different

in form from the first publication, and to include or license a third party to include the Work in an electronic or digital database or any other medium or format now known or hereafter invented or devised.

The Engineer shall obtain any and all right, title, and interest to all input and/or material from any third party sub-consultant, or any other party, who may provide such input and/or material to any portion of the Work so that said right, title, and interest, and all such interest in and to the Work including, without limitation, the copyright thereto and all trademark, patent, and all intellectual property rights thereto, shall belong to the City.

For any intellectual property rights currently owned by third parties or by the Engineer and not subject to the terms of this Agreement, the Engineer agrees that it will obtain or grant royalty-free, nonexclusive, irrevocable license(s) for or to the City at no cost to the City to use all copyrighted or copyrightable work(s) and all other intellectual property which is incorporated in the material furnished under this Agreement. Further, the Engineer warrants and represents to the City that it has obtained or granted any and all such licensing prior to presentation of any Work to the City under this Agreement. This obligation of the Engineer does not apply to a situation involving a third party who enters a license agreement directly with the City.

ARTICLE X. SUBLETTING, ASSIGNMENT OR TRANSFER

Neither this Agreement, nor any right or obligation hereunder may be assigned or transferred in whole or in part by Engineer without prior written consent of the City. Under no circumstance will Engineer be allowed to sublet more than sixty percent (60%) of the work required under this Agreement. Specific projects or phases of the work assigned under this contract may be sublet provided that the Engineer performs at least forty percent (40%) of the overall contract. Consent by the City to sublet a portion of the work shall not relieve Engineer from any of its obligations hereunder. Engineer is required to maintain full management responsibility throughout the duration of the Agreement. The City reserves the right to review all subcontract documents and agreements, including any subcontractor's cost estimates, entered into with respect to this Agreement.

ARTICLE XI. CONFIDENTIAL INFORMATION AND PRODUCTION OF DOCUMENTS

It is understood that from time to time confidential and/or privileged information may be shared. Engineer agrees not to disclose any privileged or confidential information unless (a) disclosure is authorized by the City in writing; (b) is reasonably required in connection with the fulfillment of the disclosing party's obligations hereunder and made only to the minimum extent necessary to carry out such obligations; (c) is information which had generally become known to the public other than through the disclosure thereof by the disclosing party or which is otherwise subject to disclosure under state or federal law and not within any exemption from such disclosure; (d) to any authorized attorney, accountant or other professional advisor of the disclosing party under confidentiality agreements and/or attorney-client or similar privilege; or (e) pursuant to any compulsory legal process.

Engineer agrees that it shall immediately refer any third party who requests information pertaining to the work under this Agreement. This Article shall not apply to information in whatever form that comes into the public domain, nor shall it restrict the Engineer from giving notices required by law or complying with an order to provide information or data when such order is issued by a court, administrative agency or other authority with proper jurisdiction, or if it is reasonably necessary for the Engineer to defend itself from any suit or claim. Any published finding, report or recommendation shall include the following provision:

The opinions, findings, and conclusions in this publication are those of the author(s) and not necessarily those of the CITY OF GULFPORT.

ARTICLE XII. STOP WORK ORDER

A. **Order to Stop Work.** The City may, by written order to the Engineer at any time, and without notice to any surety, require the Engineer to stop all or any part of the work called for by this Agreement. This order shall be for a specified period not exceeding thirty (30) days after the order is delivered to the Engineer unless the parties agree to any further period. Any such order shall be identified specifically as a stop work order issued pursuant to this clause. Upon receipt of such an order, the Engineer shall forthwith comply with its terms and take all steps to minimize the occurrence of costs allocable to the work covered by the order during the period of work stoppage. Before the stop work order expires, or within any further period to which the parties shall have agreed, the City shall either:

(1) cancel the stop work order; or

(2) terminate the work covered by such order according to the terms provided herein

B. **Cancellation or Expiration of the Order.** If a stop work order issued under this clause is canceled at any time during the period specified in the order, or if the period of the order or any extension thereof expires, the Engineer shall have the right to resume work. If the City decides that it is justified, an appropriate adjustment may be made in the delivery schedule. If the stop work order results in an increase in the time required for or in the Engineer's cost properly allocable to the performance of any part of this Agreement and the Engineer asserts a claim for such an adjustment within 30 days after the end of the period of work stoppage, an equitable adjustment in this Agreement may be made by written modification of this Agreement as provided by the terms of this Agreement.

C. **Termination of Stopped Work.** If a stop work order is not canceled and the work covered by such order is terminated, the Engineer may be paid for services rendered prior to the Termination. In addition to payment for services rendered prior to the date of termination, the City shall be liable only for the costs, fees, and expenses for demobilization and close out of this Agreement, based on actual time and expenses incurred by the Engineer in the packaging and shipment of all documents covered by this Agreement to the City. In no event shall the City be liable for lost profits or other consequential damages.

ARTICLE XIII. INSURANCE

Prior to commencement of work under this Agreement, Engineer shall obtain and furnish certificates of coverage, or any required documentation to evidence coverage, to the City for the following minimum amounts of insurance:

A. Workers Compensation Insurance as required by the State of Mississippi;

B. Comprehensive General Liability Insurance with a minimum combined limit of not less than One Million Dollars ($1,000,000.00) per occurrence, including coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, contractors protective, sudden and accidental pollution, products and completed operations, and coverage for other hazards;

C. Valuable Documents Insurance, whether as part of the property damage insurance referenced above or as separate insurance, in an amount sufficient to cover all costs associated with repairing, restoring, or replacing any documents kept or created by Engineer, as a part of the services, in the event of casualty to, or loss or theft of such documents;

D. Errors and Omissions Insurance in an amount not less than One Million Dollars ($1,000,000.00) per incident; One Million Dollars ($1,000,000.00) aggregate; and

E. Comprehensive Automobile Liability Insurance with a combined single limit for bodily injury and property damage of not less than One Million Dollars ($1,000,000.00) per incident with respect to the Engineer's owned, hired, or non-owned vehicles, assigned to or used in the performance of services.

The City shall be listed as a certificate holder or additional insured on any of the insurance required under this Agreement. Insurance identified herein shall be maintained in full force and effect by the Engineer throughout the duration of the Agreement, including any extra time for which ongoing work is completed. Should Engineer cease to carry the errors and/or omissions coverage provided herein, Engineer shall obtain "tail" or extension coverage at the same limits for a period of not less than three (3) years subsequent to policy termination or Agreement termination, whichever is longer.

In the event that the Engineer retains any subcontractor or other personnel to perform services or to carry out any activities under or incident to work on any work assigned as part of this Agreement, Engineer agrees to obtain from said subcontractor or other personnel, certificates of insurance demonstrating that said subcontractor or other personnel has all of the above coverage or sufficient coverage to cover their portion of the work. As an alternative, Engineer may include said subcontractor or other personnel within Engineer's coverage for the duration of the work assignment involving the subcontractor or other personnel. Should Engineer change carriers or policies for any insurance required herein, Engineer shall provider new certificates of coverage, as well as any retroactive coverage from the new carrier. If the Engineer fails to procure or maintain required insurance, the City may immediately terminate this Agreement.

ARTICLE XIV. RESPONSIBILITIES FOR CLAIMS AND LIABILITIES

Engineer, and its agents, servants, employees, and representatives agree to fully indemnify and hold harmless the City and its employees, agents, and officials with respect to and from and against any and all claims, demands, causes of actions, damages, including, but not limited to, any and all indirect, special, incidental, punitive, or consequential damages, injuries, fees, expenses, penalties, lawsuits, judgments, and orders, including without limitation, attorney's fees, which in any way arise out of or relate to any negligent, intentional, willful or grossly negligent acts of omission or commission of or attributed to Engineer and/or its agents, servants, employees, sub-contractors, officials, visitors, invitees, and/or guests. Engineer's obligations to indemnify and hold harmless, or at the City's option, participate and associate with the City in defense of any claim for damage, lien or suit and/or any related settlement negotiations shall be initiated by the City's Notice of Claim for Indemnification to the Engineer.

ARTICLE XV. CONTRACT DISPUTES

This Agreement shall be deemed to have been executed in Harrison County, Mississippi. Any claim or action brought by either party related to this Agreement shall be brought in a court of competent jurisdiction in Harrison County, First Judicial District. This Agreement shall be governed by the laws of the State of Mississippi and such Mississippi laws shall apply to the construction or enforcement of all provisions of this Agreement and to any action which may be brought pursuant thereto. Any right or remedy under this Agreement is cumulative, not exclusive, and is in addition to any other rights or remedies either provided in this Agreement or otherwise available at law or in equity. Failure to exercise or delay in exercising any rights shall not constitute a waiver in whole or in part of any such rights.

ARTICLE XVI. CONFLICT OF INTEREST

The Engineer covenants that no public or private interests exist and none shall be acquired directly or indirectly which would conflict in any manner with the performance of the Engineer's Agreement. The Engineer further covenants that no employee of the Engineer or of any sub-consultant, regardless of his/her position, is to personally benefit directly or indirectly from the performance of the services or from any knowledge obtained during the Engineer's execution of this Agreement.

ARTICLE XVII. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the City and the Engineer and no prior written or oral covenants or representations relating thereto and not set forth herein shall be binding on either party hereto. Any changes or amendments to this Agreement shall be approved by the Governing Authority in writing.

ARTICLE XVIII. WAIVER

The failure of either the City or the Engineer to enforce at any time or for any period of time any provision hereof shall not be construed to be a waiver of such provision of the right thereafter to enforce each and every provision. No waiver to this Agreement by either the City or the Engineer, either express or implied, or any breach of any term, condition or obligation of this Agreement shall be construed as a waiver of any subsequent breach of that term, condition or obligation or of any other term, condition or obligation of this Agreement.

ARTICLE XIX. SEVERABILITY

If any word, clause, sentence, paragraph, condition, provision, or term of this Agreement is or hereafter becomes legally unenforceable, the same shall be severed from this agreement, and all remaining provisions of this Agreement, shall be unaffected, and shall be interpreted in accordance with the express written intention of this Agreement.

ARTICLE XX. KEY PERSONNEL & DESIGNATED AGENTS

Engineer agrees that Key Personnel identified as assigned to this Agreement shall not be changed or reassigned without prior approval of the City or, if prior approval is impossible, then notice to the City and subsequent review by the City which may approve or disapprove the action. For purposes of implementing this section and all other sections of this Agreement with regard to notice, the following individuals are herewith designated as agents for the respective parties unless otherwise identified in the addenda hereto:

CITY:

For Contractual Matters:	For Technical Matters:
Jeremy R. Harrison, P.E. Director of Engineering 4050 Hewes Avenue Gulfport, Mississippi 39507 (228) 868-5740 (228) 868-5822 Fax Email: jharrison@gulfport-ms.gov	Same

or

J. Tyler Gentry Director of Public Works 4050 Hewes Avenue Gulfport, Mississippi 39507 (228) 868-5740 (228) 868-5822 (fax) Email: jgentry@gulfport-ms.gov	Same

ENGINEER:

For Contractual Matters:	For Technical Matters:

_____
_____
_____

IN WITNESS WHEREOF as duly authorized:

City of Gulfport

By: _____ Attest: _____
Mayor Clerk

Dated: _____, 20___

Engineer:

By: _____ Dated: _____, 20___

EXHBIT "A"

ENGINEER'S QUALIFICATIONS

EXHIBIT “B”

PROFESSIONAL SERVICES

Engineer shall provide a list of professional services offered by their firm.

EXHIBIT "C"

WORK ASSIGNMENT

WORK ASSIGNMENT NO. ___-___ 20__-__

PROJECT NUMBER: _____
CITY OF GULFPORT
HARRISON COUNTY

This Work Assignment is executed in accordance with the Master Services Agreement entered into by the City of Gulfport, Mississippi and _____, on the _____day of _____ 20___.

WHEREAS, each of said parties represents that it continues to have authority to execute this Work Assignment and that all certifications previously made in said Agreement remain in effect;

NOW THEREFORE, the parties hereto do further contract and agree to add the following items of work to the above Agreement under the additional terms and conditions as are hereinafter stated:

SPECIFIC SCOPE OF WORK FOR THIS WORK ASSIGNMENT OR PHASE

{{{{Insert specific Scope of Work for this Work Assignment}}}}
{{{{Make sure Termination is defined in the Work Assignment}}}}

WORK ASSIGNMENT TERM [No new Work Assignments shall be executed after _____ ***{Enter Master Contract Termination Date Here}___***.]

This WORK ASSIGNMENT shall be effective upon the latest date of execution hereof and continue until *_insert Work Assignment Termination date here____*, at 11:59 P.M. CDT. However, the Engineer may not begin work prior to receiving a Notice to Proceed.

DBE GOAL
The DBE goal established for this Work Assignment shall be ___ %.

KEY PERSONNEL

{{{{Designate project engineer and the Engineer's project representative here. Also include a list of any key personnel who are dedicated to this particular job by the CONSULTANT. }}}}

CITY PROJECT ENGINEER:

CONSULTANT PROJECT MANAGER:
(Certified as a Professional Engineer to do business in the State of Mississippi)

_____ _____

PROGRESS SCHEDULE

{{{{Attach at the end of "Exhibit C" the progress schedule, including a not to exceed date}}}}

MAXIMUM ALLOWABLE COST ***{Delete the other cost methods not used}***
Contract Maximums:

[Use for Labor Hour/Unit Cost Work Assignments]

Under no circumstances shall the amount payable by the City for this assignment exceed $_____ (Total of all Charges) without the prior written consent of both parties. The Labor Rates have been identified in Table 1: Rate Schedule for Labor Hours.

Table 1: Rate Schedule for Labor Hours

NAMES	LABOR CLASSIFICATION	RATE

Both parties hereto represent that they have authority to enter into Work Assignment No._____, as "Exhibit C" of the Agreement executed by and between the City and Engineer to which is now made a part of said Agreement.

SO EXECUTED AND AGREED THIS THE _____ DAY OF _____, _____.

City of Gulfport, Mississippi

_____
By:

WITNESS this my signature in execution hereof, this the _____ day of _____, 20__.

CONSULTANT NAME GOES HERE

_____
By:

ATTEST:_____

EXHIBIT "D"

FEES AND EXPENSES

The City shall pay the Engineer on an actual Labor Hour/Unit Cost Basis for the satisfactory completion of the Scope of Work set forth herein, for all salaries, payroll additives, overhead, direct costs and the Engineer's fixed fees attributable to a Work Assignment. The Engineer shall prepare an estimate for the specific work identified for the contemplated transportation improvement, and the City shall review and may approve this amount on a Work Assignment by Work Assignment basis using typical rates, and when acceptable issue the Notice to Proceed to the Engineer.

Actual costs as the term is used herein shall include all direct salaries, payroll additives, overhead and direct. Direct salaries are those amounts actually paid to the person performing the services which are deemed reasonably necessary by the City for the advancement of the Scope of Work. Overtime work is not contemplated by the Work Assignment. Accordingly, direct salaries chargeable to the Work Assignment shall not include any overtime premium. Salaries for officers, principals or partners shall not increase at a rate in excess of that for other employees. Payroll additives and overhead consist of employee fringe benefits and that part of Engineer's allowable indirect costs attributable to the Work Assignment.

Direct costs are those charges deemed reasonably necessary by the City for the successful completion of the Scope of Work which are charged directly to the Work Assignment and not included in overhead.

Fixed-fee as the term is used herein shall mean a dollar amount established to cover the Engineer's profit and business expenses not allocable to overhead for the successful completion of the Services.

Labor Hour as the term is used herein shall include all direct salaries, payroll additives, overhead, and profit. Unit-Costs, as the term is used herein shall include all direct costs and profit. Labor Hour/Unit-Costs are not subject to any adjustments on the basis of the Engineer's cost experience in performing the Work Assignment. The Labor Hour/Unit-Costs shall be paid based on the rates established in the Work Assignment

Each month, the Engineer shall submit OCR-484-C found on MDOT's website to the CITY along with the Invoice. This form certifies payments to all Subcontractors and shows all firms even if the Engineer has paid no monies to the firm during that estimate period (negative report).

If requested by City all labor charges for services must be substantiated by supporting data, i.e. certified time sheets, daily logs, check stubs, pay vouchers, etc.

Direct costs:

The City will reimburse the Engineer's printing, long distance phone calls, and testing for actual documented expenses. All Direct costs shall be substantiated with supporting documentation. Testing costs shall not exceed 2% of the construction costs and the CITY shall approve the testing agreement in advance of testing working being performed. All direct expenses will be reimbursed upon receipt of acceptable paid invoices.

Direct Salaries:

Direct salaries shall not exceed those amounts actually paid to an employee performing services reasonably necessary for the completion of the Scope of Work set forth under "Exhibit B" to this Agreement.

EXHIBIT "E"

SAMPLE INVOICE
[Labor-Hour/Unit Cost]

City of Gulfport, Mississippi
Attn:_____
_____
_____ Date:_____

Invoice No. 0000
Period _____, 20__ Through ____, 20__

PROFESSIONAL SERVICES IN ACCORDANCE WITH MASTER SERVICES AGREEMENT

Project No.. ___-___-____-____-____in Harrison County, Mississippi
Work Assignment: ____-_____ _____-_____
Engineer:_____

	Current Period	Previous Estimate	Total Allowed to Date
Labor Costs *	$	$	$
Direct Costs **	$	$	$
Project Total	$	$	$
Amount Due this Invoice			$

NOTE:

1. * PAYROLL ADDITIVES (INCLUDING ALL FRINGE BENEFITS & OVERHEAD)
2. THE ESTIMATED FCCM FOR COST PROPOSALS AND SUPPLEMENTAL AGREEMENTS MUST BE SPECIFICALLY IDENTIFIED AND DISTINGUISHED FROM THE OTHER COSTS. PROFIT/FEE SHALL NOT INCLUDE AMOUNTS APPLICABLE TO FCCM.
3. ** DIRECT COSTS (ATTACH SUPPORTING DATA)
4. THE CONSULTANT MAY USE ITS OWN INVOICE FORM SO LONG AS IT HAS BEEN APPROVED BY THE CONSULTANT SERVICES DIRECTOR. PRIOR TO SUBMISSION BY THE CONSULTANT SAID FORM SHOULD, AT A MINIMUM, CONTAIN THE ABOVE INFORMATION

SUPPORTING DATA (Sample Only)

Project No. 00-0000-00-000-00
County _____

Employee and Classification	Rate of Pay	Current Period Hours	Current Period Costs	Previous Period Costs	Costs to Date
John P. Public, Jr. Engineer	$0.00/hour	0.00	$0.00	$0.00	$0.00
John P. Public, Jr. Designer	$0.00/hour	0.00	$0.00	$0.00	$0.00
John P. Public, Jr. Technician	$0.00/hour	0.00	$0.00	$0.00	$0.00
SUBTOTAL	$0.00/hour	0.00	$0.00	$0.00	$0.00
TOTAL LABOR					
Direct Costs					
PROJECT TOTAL					

EXHIBIT "F"

PROGRESS REPORT

MONTHLY PROJECT STATUS REPORT
Reporting Period:
City Representative:
Consultant:
Project No.:
Project Description:
Work Completed:
Work Planned:
Issues to be Addressed:

Report Submitted by:_____ Date:_____

EXHIBIT "G"

NOTICE TO CONTRACTORS, FEDERAL AID CONTRACT COMPLIANCE WITH TITLE VI OF THE AMERICANS WITH DISABILITIES ACT, COPELAND ANTI-KICKBACK ACT, DAVIS BACON ACT, CONTRACT WORK HOURS AND SAFETY STANDARDS ACT, CLEAN AIR ACT, ENERGY POLICY AND CONSERVATION ACT, DISADVANTAGED BUSINESS ENTERPRISES ACT, WORKER VISIBILITY

During the performance of this Agreement, the Engineer, for itself, its assignees and successor-in-interest (hereinafter referred to as the "Engineer") agrees as follows:

1. Compliance with Regulations: The Engineer will comply with the Regulations of the City, relative to nondiscrimination in Federally-assisted programs of the U. S. Department of Transportation (Title 49, Code of Federal Regulations, Part 21, hereinafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of this Agreement.

2. Nondiscrimination: The Engineer, with regard to the work performed by it after award and prior to completion of the contract work, will not discriminate on the grounds of race, religion, color, sex, national origin, age or disability in the selection and retention of sub-consultants including procurement of materials and leases of equipment. The Engineer will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when this Agreement covers a program set forth in Appendix B of the Regulations. In addition, the Engineer will not participate either directly or indirectly in discrimination prohibited by 23 C.F.R. 710.405(b).

3. Solicitations for Subcontracts. Including Procurement of Materials and Equipment: In all Solicitations, either by competitive bidding or negotiation made by the Engineer for work to be performed under a subcontract, including procurement of materials or equipment, each potential sub-consultant or supplier shall be notified by the Engineer of the Engineer's obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, religion, color, sex, national origin, age or disability.

4. Anti-kick back provisions: All agreements and subcontracts for construction or repair shall include a provision for compliance with the Copeland "Anti-Kick Back" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR, Part 3). This Act provides that each consultant/contractor or sub-consultant/sub-contractor shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The Engineer shall report all suspected or reported violations to the City.

5. Davis Bacon Act: When required by the federal grant program legislation, all construction contracts awarded to contractors and subcontractors in excess of $2,000 shall include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 276a to a-7) and as supplemented by Department of Labor regulations (29 CFR, Part 5). Under this Act, contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less often than once a week.

6. Contract Work Hours and Safety Standards Act: Where applicable, all contracts awarded by contractors and subcontractors in excess of $2,000 for construction contracts and in excess of $2,500 for other contracts which involve the employment of mechanics or laborers shall include a provision for

compliance with sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor Regulations (29 CFR, Part 5). Under section 103 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1 1/2 times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction, safety, and health standards promulgated by the Secretary of Labor. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

7. Clean Air Act: Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clear Air Act (42 U.S.C. 1857 (h), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15) (Contracts and subcontracts in amounts in excess of $100,000).

8. Energy Policy and Conservation Act: Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163).

9. Disadvantaged Business Enterprises (DBE): It is the policy of the City to comply with the requirements of 49 C.F.R. 26, to prohibit unlawful discrimination, to meet its goal for DBE participation, to meet that goal whenever possible by race-neutral means, to create a level playing field, and to achieve that amount of DBE participation that would be obtained in an non-discriminatory market place. To meet that objective in any United States Department of Transportation assisted contracts, the City and the Engineer shall comply with the "Mississippi Department of Transportation's Disadvantage Business Enterprise Programs For United States Department Of Transportation Assisted Contracts".

Neither the Engineer, nor any sub-recipient or sub-consultant shall discriminate on the bases of race, color, national origin, or sex in the performance of this Agreement. The Engineer shall carry out applicable requirements of 49 C.F.R. 26 in the award and administration of United States Department of Transportation assisted contracts. Failure of the Engineer to carry out those requirements is a material breach of this Agreement which may result in the termination of this Agreement or such other remedies as the City deems appropriate.

10. Worker Visibility: All workers within the right-of-way of a Federal-aid highway who are exposed either to traffic (vehicles using the highway for the purposes of travel) or to construction equipment within the work area shall wear high-visibility safety apparel – personal protective safety clothing that is intended to provide conspicuity during both daytime and nighttime usage, and that meets the Performance Class 2 or 3 requirements of the ANSI/ISEA 107–2004 publication entitled ''American National Standard for High-Visibility Safety Apparel and Headwear" – for compliance with 23 CFR, Part 634.

EXHIBIT "H"

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS - Certification in accordance with Section 29.510 Appendix A, C.F.R. Vol. 53, No. 102, page 19210 and 19211:

(1) The CONSULTANT certifies to the best of its knowledge and belief that it and its principals:

(a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;

(b) have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or Agreement 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 (l)(b) of this certification: and

(d) have not within a three-year period preceding this application/proposal had one or more public transactions (federal, state or local) terminated for cause or default;

(e) has not either directly or indirectly entered into any agreement participated in any collusion; or otherwise taken any action in restraint of free competitive negotiation in connection with this Agreement.

(2) The Engineer further certifies, to the best of his/her knowledge and belief, that:

(f) No federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a member of Congress, an officer or employee of Congress, or employee of a member of Congress in connection with the awarding of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(g) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer of employee of Congress, or any employee of a member of Congress in connection with this Agreement, Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions will be completed and submitted.

The certification contained in (1) and (2) above is a material representation of fact upon which reliance is placed and a pre-requisite imposed by Section 1352, Title 31, U. S. Code prior to entering into this Agreement. Failure to comply shall be subject to a civil penalty of not less than $10,000 and not more than $100,000.00. The Engineer shall include the language of the certification in all subcontracts exceeding $25,000.00 and all sub-consultants shall certify and disclose accordingly.

I hereby certify that I am the duly authorized representative of the Engineer for purposes of making this certification, and that neither I, nor any principal, officer, shareholder or employee of the above firm has:

(a) employed or retained for commission, percentages, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above Engineer) to solicit or secure this agreement,

(b) agreed, as an express or implied condition for obtaining this Agreement, to employ or retain the services of any firm or person in connection with carrying out the agreement, or

(c) paid, or agreed to pay, to any firm, organization or person (other than a bone fide employee working solely for me or the above Engineer) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the agreement; except as herein expressly stated (if any).

I acknowledge that this Agreement may be furnished to the Federal Highway Administration, United States Department of Transportation, or any other applicable Federal or State Agency in connection with the Agreement involving participation of Federal-Aid Highway funds, and is subject to applicable state and federal laws, both criminal and civil.

SO CERTIFIED this_____ day of _____, 20__.

{Enter Consultant's Name}

_____
{Type name}

ATTEST: _____

My Commission Expires: _____
Notary

EXHIBIT "I"

PRIME CONSULTANT / CONTRACTOR EEV CERTIFICATION AND AGREEMENT

By executing this Certification and Agreement, the undersigned verifies its compliance with the, "Mississippi Employment Protection Act," Section 71-11-3 of the Mississippi Code of 1972, as amended, and any rules or regulations promulgated by the CITY, Mississippi Transportation Commission [MTC], Department of Employment Security, State Tax Commission, Secretary of State, Department of Human Services in accordance with the Mississippi Administrative Procedures Law (Section 25-43-1 et seq., Mississippi Code of 1972, as amended), stating affirmatively that the individual, firm, or corporation which is contracting with the CITY has registered with and is participating in a federal work authorization program* operated by the United States Department of Homeland Security to electronically verify information of newly hired employees pursuant to the Immigration Reform and Control Act of 1986, Pub.L. 99-603,100 Stat 3359, as amended. The undersigned agrees to inform the CITY if the undersigned is no longer registered or participating in the program.

The undersigned agrees that, should it employ or contract with any entity(s) in connection with the performance of this Agreement, the undersigned will secure from such entity(s) verification of compliance with the Mississippi Employment Protection Act. The undersigned further agrees to maintain records of such compliance and provide a copy of each such verification to the City, if requested, for the benefit of the City or this Contract.

_____

EEV* Company Identification Number [Required]

The undersigned certifies that the above information is complete, true and correct to the best of my knowledge and belief. The undersigned acknowledges that any violation may be subject to the cancellation of the contract, ineligibility for any state or public contract for up to three (3) years, the loss of any license, permit, certificate or other document granted by any agency, department or government entity for the right to do business in Mississippi for up to one (1) year, or both, any and all additional costs incurred because of the contract cancellation or the loss of any license or permit, and may be subject to additional felony prosecution for knowingly or recklessly accepting employment for compensation from an unauthorized alien as defined by 8 U.S.C §1324a(h)(3), said action punishable by imprisonment for not less than one (1) year nor more than five (5) years, a fine of not less than One Thousand Dollars ($1,000.00) nor more than Ten Thousand Dollars ($10,000.00), or both, in addition to such prosecution and penalties as provided by Federal law.

BY:_____ _____

Authorized Officer or Agent Date

_____ _____

Printed Name of Authorized Officer or Agent Title of Authorized Officer or Agent of Contractor /Consultant

SWORN TO AND SUBSCRIBED before me on this the _____ day of _____, 20____.

_____

NOTARY PUBLIC

My Commission Expires: _____

* As of the effective date of the Mississippi Employment Protection Act, the applicable federal work authorization program is E-Verify™ operated by the U. S. Citizenship and Immigration Services of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration.

Michael Baker
INTERNATIONAL

We Make a Difference

RECEIVED 12/4

December 1, 2025

Jeremy R. Harrison, P.E.
Director of Engineering
City of Gulfport
4050 Hewes Avenue
Gulfport, MS 39507

Re: Engineering Master Services Agreement
City of Gulfport

Jeremy,

Please find enclosed three partially executed originals of the Engineering Master Services Agreement for Professional Services between the City of Gulfport and Michael Baker International.

We are looking forward to working with you and the staff at the city and are excited about being part of your team.

Should you have any questions or need any additional information, please feel free to contact me at (228) 872-3416.

Respectfully submitted,

Jeffrey D. May, P.E., P.M.P.
Vice President

Enclosures

MBAKERINTL.COM

2113 Government Street, Suite D-3 | Ocean Springs, MS 39564
Office: 228.818.2839 | Fax: 228.875.5187

Memorandum

To: Mayor Hugh Keating and Members of the City Council

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

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

Date: December 5, 2025

Re: **Recommendation to Approve 2025 Master Services Agreements**

Attached for your consideration is the 2025 Master Services Agreements for the following Engineering Firms:

1. Covington Civil & Environmental, LLC
2. Neel Schaffer
3. Brown Mitchell & Alexander, Inc.
4. Seymour Engineering
5. Waggoner Engineering
6. Overstreet & Associates
7. Garver
8. Michael Baker International
9. Machado Patano Design Group
10. Engineering Xcellence

I recommend approval of this item.

Attachments:

1. 2025 Master Services Agreement
2. Cover Letters from Selected Firms

Office of the Director of Engineering | 4050 Hewes Avenue | Gulfport, MS 39507-3903
P: 228.868.5740 | E:jharrison@gulfport-ms.gov | www.gulfport-ms.gov

ENGINEERING MASTER SERVICES AGREEMENT
BETWEEN
THE CITY OF GULFPORT, MISSISSIPPI
AND

_____

THIS AGREEMENT, made and entered into this the ____ day of _____, 20___, at Gulfport, Mississippi, by and between the City of Gulfport, Mississippi, acting by and through its Mayor and City Council ("the Governing Authority") hereinafter referred to as "Owner" or "City" and _____, hereinafter "Contractor" or "Engineer", with its principal place of business at _____, for the purposes, and on the terms and conditions, and under the authority hereinafter set forth:

WITNESS THAT:

WHEREAS, the City of Gulfport, Mississippi, is a municipal corporation, organized and existing according to the laws of the State of Mississippi, and it is governed by its Mayor and City Council "Governing Authority"; and

WHEREAS, the City previously advertised for qualifications for Professional Engineering Firms to provide engineering services to the City on an as needed basis; and

WHEREAS, _____, submitted a response to the City's Request for Qualifications, which response is incorporated herein and attached hereto as included as Exhibit "A"; and

WHEREAS, based on the information submitted in response to the Request for Qualifications process, the City desires to enter into a Master Services Agreement with _____ to provide services on an as needed basis, which services are generally set out in Exhibit "B" and include, but are not limited to, preparing preliminary engineering reports, designing projects, providing surveying services, and preparing construction drawings; and

NOW THEREFORE, for and in consideration of the mutual promises and covenants contained herein and for other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, the City and Engineer do hereby contract and agree as follows:

ARTICLE I. SERVICES OF ENGINEER

Engineer understands and agrees that this Agreement is for possible work and does not guarantee or assure that any projects or work assignments will be assigned during the term provided herein. Possible services are set forth in Exhibit "B". Any work assignment under this Agreement shall define the specific scope of work and not to exceed amount and shall be issued on the enclosed "Work Assignment" form attached hereto as Exhibit "C". All work assigned shall become part of this Agreement and shall be subject to the terms and conditions provided herein.

Engineer shall be responsible for all services and materials required to fully perform and completed the assigned work and shall exercise a reasonable standard of conduct and care, according to the prevailing industry standards, in all work, complying with all Federal and State manuals, guides and specifications for work. The City reserves the right to enlarge or reduce the overall scope of services under this Agreement. Engineer may limit or refuse to accept work assignments under this Agreement. Any limitation or refusal must be issued to the City in writing within five (5) days of receipt of the assignment.

Within seven (7) days of receipt of the work assignment, Engineer shall furnish a proposed estimated cost and progress schedule. Project schedules shall include the anticipated time, proposed beginning and conclusion dates, and such intermediate dates as may be required to adequately monitor the progress of the assignment. To meet the needs of the City, the City reserves the right to request changes in the progress schedule. Return of Exhibit "C" to the Director of Engineer or Director of Public Works will be required before a Notice to Proceed is issued. **Engineer may not begin work on any assignment without receiving a Notice to Proceed from the City.**

ARTICLE II. CONTRACT TERM

The Agreement shall commence upon the latest date of execution and continue until June 30, 2029 at 11:59 P.M. Central Standard Time, at which time the Agreement shall automatically terminate. No new work shall be assigned or undertaken after June 30, 2029. Engineer shall complete any work assigned prior to June 30, 2029, with work not to exceed the termination or conclusion date identified by the specific assignment. During the term of this Agreement, the City reserves the right to terminate this Agreement in whole or in part, at any time, with or without cause, upon seven (7) days written notice to the Engineering.

ARTICLE III. RELATIONSHIP OF THE PARTIES

The relationship of the Engineer to the City is that of an independent contractor, and said Engineer, in accordance with its status as an independent contractor, covenants and agrees that it will conduct itself consistent with such status, that it will neither hold itself out as, nor claim to be, an officer or employee of the City by reason hereof. The Engineer will not by reason hereof, make any claim, demand or application or for any right or privilege applicable to an officer or employee of the City, including but not limited to workers' compensation coverage, unemployment insurance benefits, social security coverage, retirement membership or credit, or any form of tax withholding whatsoever.

ARTICLE IV. AVAILABILITY OF FUNDS

It is expressly understood and agreed that the obligation of the City to proceed under this Agreement is conditioned upon the availability of funds, the appropriation of funds by the City of Gulfport, and/or the receipt of state and/or federal funds. If, at any time, the funds anticipated for the fulfillment of this Agreement are not forthcoming or are insufficient, either through the failure of the City to provide funds or of the City to appropriate funds or the discontinuance or material alteration of the program under which funds were provided, or if funds are not otherwise available to the City for the performance of this Agreement, the City shall have the right, upon written notice to the Consultant to immediately terminate or stop work on this Agreement without damage, penalty, cost, or expense to the City of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.

ARTICLE V. COMPENSATION, BILLING AND AUDIT

A. Cost and Fees: Engineer shall be paid on a labor hour/unit cost basis, as set forth in Exhibit "D". **Without prior approval by the Governing Authority, total services provided under this agreement shall not exceed Two Hundred and Fifty Thousand Dollars ($250,000.00) per Work Assignment.** Under no circumstances shall the City be liable for any amounts expended or incurred by Engineer which exceed the maximum dollar amount of compensation.

B. Monthly Billing: Engineer may submit monthly billing statements to the City. A sample of the preferred invoice is attached hereto as Exhibit "E". Each statement shall include time expended and allowable expenses through the end of the billing period. Direct expenses included the cost of long distance telephone calls, testing and printing, if it is not company accounting policy to include the costs in overhead rates. City shall not reimburse for the cost of travel or shipping/mailing charges.

City reserves the right to verify time and expense records, related to work performed for the City, by audit of any or all Engineer's time and accounting records. Should the funding source require, Engineer agrees to allow the funding entity access to records for review. Records shall be available at all times during the period of the Agreement, and for a period of three years following.

Services rendered within a fiscal year (October 1-September 30), may require an invoice requesting payment for services within thirty (30) days of the end of the fiscal year. Should Engineer fail to present the invoice within the allotted time, payment may be delayed.

C. Progress Reports: Engineer shall provide the City monthly progress reports containing a narrative outline of work performed during the billing period, as well as a spreadsheet indicating the amount of progress for each designated assignment. Should the assignment be identified in "parts", the spreadsheet shall contain the progress for each part. A suggested format for Progress Reports is attached hereto as Exhibit "F". This provision shall not apply to any work assignment that is less than thirty (30) days in duration. At the request of the Engineer, the City may waive this requirement, which waiver shall be requested by, and responded to, in writing. Failure to provide progress reports may result in termination of the Agreement.

D. Final Payment: Requests for final payment shall be submitted to the City no later than forty-five (45) days following the completion and/or termination of the work assignment. The City reserves the right to reject any final invoice not timely received. Engineer shall clearly indicate on the last invoice for a work assignment that the payment sought is the "final payment". The Director of Engineering or the Director of Public Works shall confirm that the assignment is completed and ready to be closed, allowing payment of the final invoice. Under no circumstances will the total amount paid exceed the maximum not to exceed amount established for the work assignment.

Engineer agrees and accepts that receipt of final payment shall be in full and final settlement of all claims arising against the City for payment for work completed, materials furnished, cost incurred, or otherwise arising out of this Agreement and/or associated work assignments. In accepting the final payment, Engineer shall release the City from any and all further claims for payment, whether known or unknown, for and on account of the Agreement and/or associated work assignments, including payment for all work done, and labor and materials furnished in connection with the same. Failure to perform, to the satisfaction of the City, all terms of this Agreement and/or associated work assignments, which includes the Scope of Work identified herein, or the Engineer's failure to perform according to the prevailing industry standards, including standards of conduct and care, format and content, shall be corrected by the Engineer without any additional compensation.

E. In the event of termination of this Agreement, any just claims by the Engineer for payment of services rendered prior to the date of termination will be evaluated on a case by case basis. The City shall be liable only for the costs, fees and expenses for demobilization, if applicable, and close out of the Agreement, based on actual time and expenses incurred by Engineer in the packing and shipment of all documents covered by this Agreement. In no event shall the City be liable for lost profits or other consequential damages.

ARTICLE VI. COMPLIANCE WITH APPLICABLE LAW

Engineer shall observe and comply with applicable federal, state, and local laws, rules and regulations, policies and procedures, ordinances, and orders and decrees of bodies or tribunals of the United States of America or any agency thereof, the State of Mississippi or any agency thereof, and any local governments or political subdivisions, that are in effect at the time of the execution of this Agreement or that may later become effective. Engineer shall not discriminate against any employee, nor shall any party be subject to discrimination in the performance of this Agreement because of race, creed, color, sex, national origin, age or disability. Engineer shall execute any and all certifications required by

the City, without limitation a Certification of Compliance with Title VI of the Americans with Disabilities Act, as amended.

Engineer represents that it is in compliance with the Immigration Reform and Control Act of 1986 (Public Law 99-603), as amended, in relation to all employees performing work in the State of Mississippi and does not knowingly employ persons in violation of the United States immigration laws. The Engineer further represents that it is registered and participating in the Department of Homeland Security's E-Verify™ employment eligibility verification program, or successor thereto, and will maintain records of compliance with the Mississippi Employment Protection Act including, but not limited to, requiring compliance certification from all subcontractors and vendors who will participate in the performance of this Agreement and maintaining such certifications for inspection if requested. The Engineer acknowledges that violation may result in the following: (a) cancellation of any public contract and ineligibility for any public contract for up to three (3) years, or (b) the loss of any license, permit, certification or other document granted by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year, or (c) both. The Engineer also acknowledges liability for any additional costs incurred by the City due to such contract cancellation or loss of license or permit.

ARTICLE VII. COVENANT AGAINST CONTINGENT FEES, LOBBYING AND EMPLOYMENT OF CITY PERSONNEL

Engineer warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Engineer, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Engineer, any fee commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award or making of the Agreement. The Engineer warrants that it shall not contribute any money, gift or gratuity of any kind, either directly or indirectly to any employee of the City. For breach or violation of this warranty, the City shall have the right to terminate this Agreement without liability, and the Engineer shall forfeit any sums due hereunder at the time of such breach and may be barred from performing any future services for the City or participating in any future contracts with the City. Unless specifically authorized in writing by the City, Engineer shall not employ any person or persons in the employ of the City for any work required under the terms of this Agreement.

ARTICLE VIII. REVIEW OF WORK

During the term of this Agreement, authorized representatives of the City may, at all reasonable times review and inspect the services and work assignments, including all reports, drawings, studies, maps and computations prepared by and for the Engineer in connection with this Agreement. As applicable and/or as required under the work assignment, Engineer shall make services and work assignments available for review by authorized State or Federal representatives, including, but not limited to, the Federal Highway Administration, the Federal Emergency Management Agency, the Mississippi Emergency Management Agency, the Mississippi Department of Transportation, the Mississippi Department of Environmental Quality, the Mississippi Department of Health, and the Mississippi Department of Marine Resources. Inspection does not automatically make the inspecting entity a party to the Agreement.

Engineer shall be responsible for performance of and compliance with all terms of this Agreement and shall be responsible for correcting any errors and/or omissions, including those that relate to the conduct of care, format and content of material, professional quality and technical accuracy of all designs, drawings, specifications, and other services furnished by the Engineer that may be identified during or outside of a review. Any corrections necessary for compliance shall be at the Engineer's expense.

Any breach of contract, including, but not limited to deficiencies or errors and/or omissions in designs, plans, drawings, specifications , or other services, discovered by the City during the performance of the

work shall immediately be addressed by the Engineer. Engineer shall provide a written statement of proposed remedy no less than ten (10) days after the identification of the breach. Any work performed to remedy the breach shall be at the expense of the Engineer.

Any breach of contract, including, but not limited to deficiencies or errors and/or omissions in designs, plans, drawings, specifications , or other services, discovered by the City after final acceptance of the work shall, without additional compensation, be corrected by the Engineer. If Engineer fails, or is unable to correct, the City reserves the right to have the deficiencies corrected. Any costs incurred by the City for such corrections shall be the responsibility of the Engineer. City shall provide Engineer an opportunity to correct any identified breach unless:

1) The City determines, in its sole discretion, that the Engineer cannot cure the breach within the schedule established by the City; or

2) The City determines, in its sole discretion, that the Engineer cannot cure the breach to the satisfaction of the City.

ARTICLE IX. OWNERSHIP OF PRODUCTS, DOCUMENTS AND WORK

Engineer agrees that all reports, computer information and access, drawings, studies, notes, maps and other data, prepared by and for them under the terms of this Agreement shall be delivered to, become and remain in the property of the City upon creation and shall be delivered to the City upon termination or completion of work, or upon request of the City regardless of any claim or dispute between the parties. All such data shall be delivered within thirty (30) days of receipt of a written request by the City.

The Parties intend and agree that this Agreement is a contract for services and each party considers the products and results of the services to be rendered by the Engineer hereunder, including any and all material produced and/or delivered under this Agreement, to be a "work made for hire" under U.S. copyright and all applicable laws. Engineer acknowledges and agrees that the City owns all right, title, and interest in and to the Work including, without limitation, the copyright thereto and all trademark, patent, and all intellectual property rights thereto.

If for any reason the Work would not be considered a work made for hire under applicable law, or in the event this Agreement is determined to be other than a contract or agreement for a work made for hire, the Engineer does hereby transfer and assign to the City, and its successors and assigns, the entire right, title, and interest in and to any Work prepared hereunder including, without limitation, the following: the copyright and all trademark, patent, and all intellectual property rights in the Work and any registrations and copyright, and/or all other intellectual property, applications relating thereto and any renewals and extensions thereof; all works based upon, derived from, or incorporating the Work; all income, royalties, damages, claims, and payments now or hereafter due or payable with respect thereto; all causes of action, either in law or in equity, for past, present, or future infringement based on the copyrights and/or all other intellectual property; all rights, including all rights to claim priority, corresponding to the foregoing in the United States and its territorial possessions and in all foreign countries. The Engineer agrees to execute all papers and perform such other proper acts as the City may deem necessary to secure for the City or its designee the rights herein assigned.

The City may, without any notice or obligation of further compensation to the Engineer, publish, re-publish, anthologize, use, disseminate, license, or sell the Work in any format or medium now known or hereafter invented or devised. The City's rights shall include, without limitation, the rights to publish, re-publish, or license a third party to publish, re-publish, or sell the Work in print, on the World Wide Web, or in any other electronic or digital format or database now known or hereafter invented or devised, as a separate isolated work or as part of a compilation or other collective work, including a work different

in form from the first publication, and to include or license a third party to include the Work in an electronic or digital database or any other medium or format now known or hereafter invented or devised.

The Engineer shall obtain any and all right, title, and interest to all input and/or material from any third party sub-consultant, or any other party, who may provide such input and/or material to any portion of the Work so that said right, title, and interest, and all such interest in and to the Work including, without limitation, the copyright thereto and all trademark, patent, and all intellectual property rights thereto, shall belong to the City.

For any intellectual property rights currently owned by third parties or by the Engineer and not subject to the terms of this Agreement, the Engineer agrees that it will obtain or grant royalty-free, nonexclusive, irrevocable license(s) for or to the City at no cost to the City to use all copyrighted or copyrightable work(s) and all other intellectual property which is incorporated in the material furnished under this Agreement. Further, the Engineer warrants and represents to the City that it has obtained or granted any and all such licensing prior to presentation of any Work to the City under this Agreement. This obligation of the Engineer does not apply to a situation involving a third party who enters a license agreement directly with the City.

ARTICLE X. SUBLETTING, ASSIGNMENT OR TRANSFER

Neither this Agreement, nor any right or obligation hereunder may be assigned or transferred in whole or in part by Engineer without prior written consent of the City. Under no circumstance will Engineer be allowed to sublet more than sixty percent (60%) of the work required under this Agreement. Specific projects or phases of the work assigned under this contract may be sublet provided that the Engineer performs at least forty percent (40%) of the overall contract. Consent by the City to sublet a portion of the work shall not relieve Engineer from any of its obligations hereunder. Engineer is required to maintain full management responsibility throughout the duration of the Agreement. The City reserves the right to review all subcontract documents and agreements, including any subcontractor's cost estimates, entered into with respect to this Agreement.

ARTICLE XI. CONFIDENTIAL INFORMATION AND PRODUCTION OF DOCUMENTS

It is understood that from time to time confidential and/or privileged information may be shared. Engineer agrees not to disclose any privileged or confidential information unless (a) disclosure is authorized by the City in writing; (b) is reasonably required in connection with the fulfillment of the disclosing party's obligations hereunder and made only to the minimum extent necessary to carry out such obligations; (c) is information which had generally become known to the public other than through the disclosure thereof by the disclosing party or which is otherwise subject to disclosure under state or federal law and not within any exemption from such disclosure; (d) to any authorized attorney, accountant or other professional advisor of the disclosing party under confidentiality agreements and/or attorney-client or similar privilege; or (e) pursuant to any compulsory legal process.

Engineer agrees that it shall immediately refer any third party who requests information pertaining to the work under this Agreement. This Article shall not apply to information in whatever form that comes into the public domain, nor shall it restrict the Engineer from giving notices required by law or complying with an order to provide information or data when such order is issued by a court, administrative agency or other authority with proper jurisdiction, or if it is reasonably necessary for the Engineer to defend itself from any suit or claim. Any published finding, report or recommendation shall include the following provision:

The opinions, findings, and conclusions in this publication are those of the author(s) and not necessarily those of the CITY OF GULFPORT.

ARTICLE XII. STOP WORK ORDER

A. **Order to Stop Work.** The City may, by written order to the Engineer at any time, and without notice to any surety, require the Engineer to stop all or any part of the work called for by this Agreement. This order shall be for a specified period not exceeding thirty (30) days after the order is delivered to the Engineer unless the parties agree to any further period. Any such order shall be identified specifically as a stop work order issued pursuant to this clause. Upon receipt of such an order, the Engineer shall forthwith comply with its terms and take all steps to minimize the occurrence of costs allocable to the work covered by the order during the period of work stoppage. Before the stop work order expires, or within any further period to which the parties shall have agreed, the City shall either:

(1) cancel the stop work order; or

(2) terminate the work covered by such order according to the terms provided herein

B. **Cancellation or Expiration of the Order.** If a stop work order issued under this clause is canceled at any time during the period specified in the order, or if the period of the order or any extension thereof expires, the Engineer shall have the right to resume work. If the City decides that it is justified, an appropriate adjustment may be made in the delivery schedule. If the stop work order results in an increase in the time required for or in the Engineer's cost properly allocable to the performance of any part of this Agreement and the Engineer asserts a claim for such an adjustment within 30 days after the end of the period of work stoppage, an equitable adjustment in this Agreement may be made by written modification of this Agreement as provided by the terms of this Agreement.

C. **Termination of Stopped Work.** If a stop work order is not canceled and the work covered by such order is terminated, the Engineer may be paid for services rendered prior to the Termination. In addition to payment for services rendered prior to the date of termination, the City shall be liable only for the costs, fees, and expenses for demobilization and close out of this Agreement, based on actual time and expenses incurred by the Engineer in the packaging and shipment of all documents covered by this Agreement to the City. In no event shall the City be liable for lost profits or other consequential damages.

ARTICLE XIII. INSURANCE

Prior to commencement of work under this Agreement, Engineer shall obtain and furnish certificates of coverage, or any required documentation to evidence coverage, to the City for the following minimum amounts of insurance:

A. Workers Compensation Insurance as required by the State of Mississippi;

B. Comprehensive General Liability Insurance with a minimum combined limit of not less than One Million Dollars ($1,000,000.00) per occurrence, including coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, contractors protective, sudden and accidental pollution, products and completed operations, and coverage for other hazards;

C. Valuable Documents Insurance, whether as part of the property damage insurance referenced above or as separate insurance, in an amount sufficient to cover all costs associated with repairing, restoring, or replacing any documents kept or created by Engineer, as a part of the services, in the event of casualty to, or loss or theft of such documents;

D. Errors and Omissions Insurance in an amount not less than One Million Dollars ($1,000,000.00) per incident; One Million Dollars ($1,000,000.00) aggregate; and

E. Comprehensive Automobile Liability Insurance with a combined single limit for bodily injury and property damage of not less than One Million Dollars ($1,000,000.00) per incident with respect to the Engineer's owned, hired, or non-owned vehicles, assigned to or used in the performance of services.

The City shall be listed as a certificate holder or additional insured on any of the insurance required under this Agreement. Insurance identified herein shall be maintained in full force and effect by the Engineer throughout the duration of the Agreement, including any extra time for which ongoing work is completed. Should Engineer cease to carry the errors and/or omissions coverage provided herein, Engineer shall obtain "tail" or extension coverage at the same limits for a period of not less than three (3) years subsequent to policy termination or Agreement termination, whichever is longer.

In the event that the Engineer retains any subcontractor or other personnel to perform services or to carry out any activities under or incident to work on any work assigned as part of this Agreement, Engineer agrees to obtain from said subcontractor or other personnel, certificates of insurance demonstrating that said subcontractor or other personnel has all of the above coverage or sufficient coverage to cover their portion of the work. As an alternative, Engineer may include said subcontractor or other personnel within Engineer's coverage for the duration of the work assignment involving the subcontractor or other personnel. Should Engineer change carriers or policies for any insurance required herein, Engineer shall provider new certificates of coverage, as well as any retroactive coverage from the new carrier. If the Engineer fails to procure or maintain required insurance, the City may immediately terminate this Agreement.

ARTICLE XIV. RESPONSIBILITIES FOR CLAIMS AND LIABILITIES

Engineer, and its agents, servants, employees, and representatives agree to fully indemnify and hold harmless the City and its employees, agents, and officials with respect to and from and against any and all claims, demands, causes of actions, damages, including, but not limited to, any and all indirect, special, incidental, punitive, or consequential damages, injuries, fees, expenses, penalties, lawsuits, judgments, and orders, including without limitation, attorney's fees, which in any way arise out of or relate to any negligent, intentional, willful or grossly negligent acts of omission or commission of or attributed to Engineer and/or its agents, servants, employees, sub-contractors, officials, visitors, invitees, and/or guests. Engineer's obligations to indemnify and hold harmless, or at the City's option, participate and associate with the City in defense of any claim for damage, lien or suit and/or any related settlement negotiations shall be initiated by the City's Notice of Claim for Indemnification to the Engineer.

ARTICLE XV. CONTRACT DISPUTES

This Agreement shall be deemed to have been executed in Harrison County, Mississippi. Any claim or action brought by either party related to this Agreement shall be brought in a court of competent jurisdiction in Harrison County, First Judicial District. This Agreement shall be governed by the laws of the State of Mississippi and such Mississippi laws shall apply to the construction or enforcement of all provisions of this Agreement and to any action which may be brought pursuant thereto. Any right or remedy under this Agreement is cumulative, not exclusive, and is in addition to any other rights or remedies either provided in this Agreement or otherwise available at law or in equity. Failure to exercise or delay in exercising any rights shall not constitute a waiver in whole or in part of any such rights.

ARTICLE XVI. CONFLICT OF INTEREST

The Engineer covenants that no public or private interests exist and none shall be acquired directly or indirectly which would conflict in any manner with the performance of the Engineer's Agreement. The Engineer further covenants that no employee of the Engineer or of any sub-consultant, regardless of his/her position, is to personally benefit directly or indirectly from the performance of the services or from any knowledge obtained during the Engineer's execution of this Agreement.

ARTICLE XVII. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the City and the Engineer and no prior written or oral covenants or representations relating thereto and not set forth herein shall be binding on either party hereto. Any changes or amendments to this Agreement shall be approved by the Governing Authority in writing.

ARTICLE XVIII. WAIVER

The failure of either the City or the Engineer to enforce at any time or for any period of time any provision hereof shall not be construed to be a waiver of such provision of the right thereafter to enforce each and every provision. No waiver to this Agreement by either the City or the Engineer, either express or implied, or any breach of any term, condition or obligation of this Agreement shall be construed as a waiver of any subsequent breach of that term, condition or obligation or of any other term, condition or obligation of this Agreement.

ARTICLE XIX. SEVERABILITY

If any word, clause, sentence, paragraph, condition, provision, or term of this Agreement is or hereafter becomes legally unenforceable, the same shall be severed from this agreement, and all remaining provisions of this Agreement, shall be unaffected, and shall be interpreted in accordance with the express written intention of this Agreement.

ARTICLE XX. KEY PERSONNEL & DESIGNATED AGENTS

Engineer agrees that Key Personnel identified as assigned to this Agreement shall not be changed or reassigned without prior approval of the City or, if prior approval is impossible, then notice to the City and subsequent review by the City which may approve or disapprove the action. For purposes of implementing this section and all other sections of this Agreement with regard to notice, the following individuals are herewith designated as agents for the respective parties unless otherwise identified in the addenda hereto:

CITY:

For Contractual Matters:	For Technical Matters:
Jeremy R. Harrison, P.E. Director of Engineering 4050 Hewes Avenue Gulfport, Mississippi 39507 (228) 868-5740 (228) 868-5822 Fax Email: jharrison@gulfport-ms.gov	Same

or

J. Tyler Gentry Director of Public Works 4050 Hewes Avenue Gulfport, Mississippi 39507 (228) 868-5740 (228) 868-5822 (fax) Email: jgentry@gulfport-ms.gov	Same

ENGINEER:

For Contractual Matters:	For Technical Matters:

_____
_____
_____

IN WITNESS WHEREOF as duly authorized:

City of Gulfport

By: _____ Attest: _____
Mayor Clerk

Dated: _____, 20___

Engineer:

By: _____ Dated: _____, 20___

EXHBIT "A"

ENGINEER'S QUALIFICATIONS

EXHIBIT “B”

PROFESSIONAL SERVICES

Engineer shall provide a list of professional services offered by their firm.

EXHIBIT "C"

WORK ASSIGNMENT

WORK ASSIGNMENT NO. ___-___ 20__-__

PROJECT NUMBER: _____
CITY OF GULFPORT
HARRISON COUNTY

This Work Assignment is executed in accordance with the Master Services Agreement entered into by the City of Gulfport, Mississippi and _____, on the _____day of _____ 20___.

WHEREAS, each of said parties represents that it continues to have authority to execute this Work Assignment and that all certifications previously made in said Agreement remain in effect;

NOW THEREFORE, the parties hereto do further contract and agree to add the following items of work to the above Agreement under the additional terms and conditions as are hereinafter stated:

SPECIFIC SCOPE OF WORK FOR THIS WORK ASSIGNMENT OR PHASE

{{{{Insert specific Scope of Work for this Work Assignment}}}}
{{{{Make sure Termination is defined in the Work Assignment}}}}

WORK ASSIGNMENT TERM [No new Work Assignments shall be executed after _____ ***{Enter Master Contract Termination Date Here}___***.]

This WORK ASSIGNMENT shall be effective upon the latest date of execution hereof and continue until *_insert Work Assignment Termination date here____*, at 11:59 P.M. CDT. However, the Engineer may not begin work prior to receiving a Notice to Proceed.

DBE GOAL
The DBE goal established for this Work Assignment shall be ___ %.

KEY PERSONNEL

{{{{Designate project engineer and the Engineer's project representative here. Also include a list of any key personnel who are dedicated to this particular job by the CONSULTANT. }}}}

CITY PROJECT ENGINEER:

CONSULTANT PROJECT MANAGER:
(Certified as a Professional Engineer to do business in the State of Mississippi)

_____ _____

PROGRESS SCHEDULE

{{{{Attach at the end of "Exhibit C" the progress schedule, including a not to exceed date}}}}

MAXIMUM ALLOWABLE COST ***{Delete the other cost methods not used}***
Contract Maximums:

[Use for Labor Hour/Unit Cost Work Assignments]

Under no circumstances shall the amount payable by the City for this assignment exceed $_____ (Total of all Charges) without the prior written consent of both parties. The Labor Rates have been identified in Table 1: Rate Schedule for Labor Hours.

Table 1: Rate Schedule for Labor Hours

NAMES	LABOR CLASSIFICATION	RATE

Both parties hereto represent that they have authority to enter into Work Assignment No._____, as "Exhibit C" of the Agreement executed by and between the City and Engineer to which is now made a part of said Agreement.

SO EXECUTED AND AGREED THIS THE _____ DAY OF _____, _____.

City of Gulfport, Mississippi

_____
By:

WITNESS this my signature in execution hereof, this the _____ day of _____, 20__.

CONSULTANT NAME GOES HERE

_____
By:

ATTEST:_____

EXHIBIT "D"

FEES AND EXPENSES

The City shall pay the Engineer on an actual Labor Hour/Unit Cost Basis for the satisfactory completion of the Scope of Work set forth herein, for all salaries, payroll additives, overhead, direct costs and the Engineer's fixed fees attributable to a Work Assignment. The Engineer shall prepare an estimate for the specific work identified for the contemplated transportation improvement, and the City shall review and may approve this amount on a Work Assignment by Work Assignment basis using typical rates, and when acceptable issue the Notice to Proceed to the Engineer.

Actual costs as the term is used herein shall include all direct salaries, payroll additives, overhead and direct. Direct salaries are those amounts actually paid to the person performing the services which are deemed reasonably necessary by the City for the advancement of the Scope of Work. Overtime work is not contemplated by the Work Assignment. Accordingly, direct salaries chargeable to the Work Assignment shall not include any overtime premium. Salaries for officers, principals or partners shall not increase at a rate in excess of that for other employees. Payroll additives and overhead consist of employee fringe benefits and that part of Engineer's allowable indirect costs attributable to the Work Assignment.

Direct costs are those charges deemed reasonably necessary by the City for the successful completion of the Scope of Work which are charged directly to the Work Assignment and not included in overhead.

Fixed-fee as the term is used herein shall mean a dollar amount established to cover the Engineer's profit and business expenses not allocable to overhead for the successful completion of the Services.

Labor Hour as the term is used herein shall include all direct salaries, payroll additives, overhead, and profit. Unit-Costs, as the term is used herein shall include all direct costs and profit. Labor Hour/Unit-Costs are not subject to any adjustments on the basis of the Engineer's cost experience in performing the Work Assignment. The Labor Hour/Unit-Costs shall be paid based on the rates established in the Work Assignment

Each month, the Engineer shall submit OCR-484-C found on MDOT's website to the CITY along with the Invoice. This form certifies payments to all Subcontractors and shows all firms even if the Engineer has paid no monies to the firm during that estimate period (negative report).

If requested by City all labor charges for services must be substantiated by supporting data, i.e. certified time sheets, daily logs, check stubs, pay vouchers, etc.

Direct costs:

The City will reimburse the Engineer's printing, long distance phone calls, and testing for actual documented expenses. All Direct costs shall be substantiated with supporting documentation. Testing costs shall not exceed 2% of the construction costs and the CITY shall approve the testing agreement in advance of testing working being performed. All direct expenses will be reimbursed upon receipt of acceptable paid invoices.

Direct Salaries:

Direct salaries shall not exceed those amounts actually paid to an employee performing services reasonably necessary for the completion of the Scope of Work set forth under "Exhibit B" to this Agreement.

EXHIBIT "E"

SAMPLE INVOICE
[Labor-Hour/Unit Cost]

City of Gulfport, Mississippi
Attn:_____
_____
_____ Date:_____

Invoice No. 0000
Period _____, 20__ Through ____, 20__

PROFESSIONAL SERVICES IN ACCORDANCE WITH MASTER SERVICES AGREEMENT

Project No.. ___-___-____-____-____in Harrison County, Mississippi
Work Assignment: ____-_____ _____-_____
Engineer:_____

	Current Period	Previous Estimate	Total Allowed to Date
Labor Costs *	$	$	$
Direct Costs **	$	$	$
Project Total	$	$	$
Amount Due this Invoice			$

NOTE:

1. * PAYROLL ADDITIVES (INCLUDING ALL FRINGE BENEFITS & OVERHEAD)
2. THE ESTIMATED FCCM FOR COST PROPOSALS AND SUPPLEMENTAL AGREEMENTS MUST BE SPECIFICALLY IDENTIFIED AND DISTINGUISHED FROM THE OTHER COSTS. PROFIT/FEE SHALL NOT INCLUDE AMOUNTS APPLICABLE TO FCCM.
3. ** DIRECT COSTS (ATTACH SUPPORTING DATA)
4. THE CONSULTANT MAY USE ITS OWN INVOICE FORM SO LONG AS IT HAS BEEN APPROVED BY THE CONSULTANT SERVICES DIRECTOR. PRIOR TO SUBMISSION BY THE CONSULTANT SAID FORM SHOULD, AT A MINIMUM, CONTAIN THE ABOVE INFORMATION

SUPPORTING DATA (Sample Only)

Project No. 00-0000-00-000-00
County _____

Employee and Classification	Rate of Pay	Current Period Hours	Current Period Costs	Previous Period Costs	Costs to Date
John P. Public, Jr. Engineer	$0.00/hour	0.00	$0.00	$0.00	$0.00
John P. Public, Jr. Designer	$0.00/hour	0.00	$0.00	$0.00	$0.00
John P. Public, Jr. Technician	$0.00/hour	0.00	$0.00	$0.00	$0.00
SUBTOTAL	$0.00/hour	0.00	$0.00	$0.00	$0.00
TOTAL LABOR					
Direct Costs					
PROJECT TOTAL					

EXHIBIT "F"

PROGRESS REPORT

MONTHLY PROJECT STATUS REPORT
Reporting Period:
City Representative:
Consultant:
Project No.:
Project Description:
Work Completed:
Work Planned:
Issues to be Addressed:

Report Submitted by:_____ Date:_____

EXHIBIT "G"

NOTICE TO CONTRACTORS, FEDERAL AID CONTRACT COMPLIANCE WITH TITLE VI OF THE AMERICANS WITH DISABILITIES ACT, COPELAND ANTI-KICKBACK ACT, DAVIS BACON ACT, CONTRACT WORK HOURS AND SAFETY STANDARDS ACT, CLEAN AIR ACT, ENERGY POLICY AND CONSERVATION ACT, DISADVANTAGED BUSINESS ENTERPRISES ACT, WORKER VISIBILITY

During the performance of this Agreement, the Engineer, for itself, its assignees and successor-in-interest (hereinafter referred to as the "Engineer") agrees as follows:

1. Compliance with Regulations: The Engineer will comply with the Regulations of the City, relative to nondiscrimination in Federally-assisted programs of the U. S. Department of Transportation (Title 49, Code of Federal Regulations, Part 21, hereinafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of this Agreement.

2. Nondiscrimination: The Engineer, with regard to the work performed by it after award and prior to completion of the contract work, will not discriminate on the grounds of race, religion, color, sex, national origin, age or disability in the selection and retention of sub-consultants including procurement of materials and leases of equipment. The Engineer will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when this Agreement covers a program set forth in Appendix B of the Regulations. In addition, the Engineer will not participate either directly or indirectly in discrimination prohibited by 23 C.F.R. 710.405(b).

3. Solicitations for Subcontracts. Including Procurement of Materials and Equipment: In all Solicitations, either by competitive bidding or negotiation made by the Engineer for work to be performed under a subcontract, including procurement of materials or equipment, each potential sub-consultant or supplier shall be notified by the Engineer of the Engineer's obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, religion, color, sex, national origin, age or disability.

4. Anti-kick back provisions: All agreements and subcontracts for construction or repair shall include a provision for compliance with the Copeland "Anti-Kick Back" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR, Part 3). This Act provides that each consultant/contractor or sub-consultant/sub-contractor shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The Engineer shall report all suspected or reported violations to the City.

5. Davis Bacon Act: When required by the federal grant program legislation, all construction contracts awarded to contractors and subcontractors in excess of $2,000 shall include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 276a to a-7) and as supplemented by Department of Labor regulations (29 CFR, Part 5). Under this Act, contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less often than once a week.

6. Contract Work Hours and Safety Standards Act: Where applicable, all contracts awarded by contractors and subcontractors in excess of $2,000 for construction contracts and in excess of $2,500 for other contracts which involve the employment of mechanics or laborers shall include a provision for

compliance with sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor Regulations (29 CFR, Part 5). Under section 103 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1 1/2 times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction, safety, and health standards promulgated by the Secretary of Labor. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

7. Clean Air Act: Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clear Air Act (42 U.S.C. 1857 (h), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15) (Contracts and subcontracts in amounts in excess of $100,000).

8. Energy Policy and Conservation Act: Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163).

9. Disadvantaged Business Enterprises (DBE): It is the policy of the City to comply with the requirements of 49 C.F.R. 26, to prohibit unlawful discrimination, to meet its goal for DBE participation, to meet that goal whenever possible by race-neutral means, to create a level playing field, and to achieve that amount of DBE participation that would be obtained in an non-discriminatory market place. To meet that objective in any United States Department of Transportation assisted contracts, the City and the Engineer shall comply with the "Mississippi Department of Transportation's Disadvantage Business Enterprise Programs For United States Department Of Transportation Assisted Contracts".

Neither the Engineer, nor any sub-recipient or sub-consultant shall discriminate on the bases of race, color, national origin, or sex in the performance of this Agreement. The Engineer shall carry out applicable requirements of 49 C.F.R. 26 in the award and administration of United States Department of Transportation assisted contracts. Failure of the Engineer to carry out those requirements is a material breach of this Agreement which may result in the termination of this Agreement or such other remedies as the City deems appropriate.

10. Worker Visibility: All workers within the right-of-way of a Federal-aid highway who are exposed either to traffic (vehicles using the highway for the purposes of travel) or to construction equipment within the work area shall wear high-visibility safety apparel – personal protective safety clothing that is intended to provide conspicuity during both daytime and nighttime usage, and that meets the Performance Class 2 or 3 requirements of the ANSI/ISEA 107–2004 publication entitled ''American National Standard for High-Visibility Safety Apparel and Headwear" – for compliance with 23 CFR, Part 634.

EXHIBIT "H"

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS - Certification in accordance with Section 29.510 Appendix A, C.F.R. Vol. 53, No. 102, page 19210 and 19211:

(1) The CONSULTANT certifies to the best of its knowledge and belief that it and its principals:

(a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;

(b) have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or Agreement 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 (l)(b) of this certification: and

(d) have not within a three-year period preceding this application/proposal had one or more public transactions (federal, state or local) terminated for cause or default;

(e) has not either directly or indirectly entered into any agreement participated in any collusion; or otherwise taken any action in restraint of free competitive negotiation in connection with this Agreement.

(2) The Engineer further certifies, to the best of his/her knowledge and belief, that:

(f) No federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a member of Congress, an officer or employee of Congress, or employee of a member of Congress in connection with the awarding of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(g) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer of employee of Congress, or any employee of a member of Congress in connection with this Agreement, Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions will be completed and submitted.

The certification contained in (1) and (2) above is a material representation of fact upon which reliance is placed and a pre-requisite imposed by Section 1352, Title 31, U. S. Code prior to entering into this Agreement. Failure to comply shall be subject to a civil penalty of not less than $10,000 and not more than $100,000.00. The Engineer shall include the language of the certification in all subcontracts exceeding $25,000.00 and all sub-consultants shall certify and disclose accordingly.

I hereby certify that I am the duly authorized representative of the Engineer for purposes of making this certification, and that neither I, nor any principal, officer, shareholder or employee of the above firm has:

(a) employed or retained for commission, percentages, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above Engineer) to solicit or secure this agreement,

(b) agreed, as an express or implied condition for obtaining this Agreement, to employ or retain the services of any firm or person in connection with carrying out the agreement, or

(c) paid, or agreed to pay, to any firm, organization or person (other than a bone fide employee working solely for me or the above Engineer) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the agreement; except as herein expressly stated (if any).

I acknowledge that this Agreement may be furnished to the Federal Highway Administration, United States Department of Transportation, or any other applicable Federal or State Agency in connection with the Agreement involving participation of Federal-Aid Highway funds, and is subject to applicable state and federal laws, both criminal and civil.

SO CERTIFIED this_____ day of _____, 20__.

{Enter Consultant's Name}

_____
{Type name}

ATTEST: _____

My Commission Expires: _____
Notary

EXHIBIT "I"

PRIME CONSULTANT / CONTRACTOR EEV CERTIFICATION AND AGREEMENT

By executing this Certification and Agreement, the undersigned verifies its compliance with the, "Mississippi Employment Protection Act," Section 71-11-3 of the Mississippi Code of 1972, as amended, and any rules or regulations promulgated by the CITY, Mississippi Transportation Commission [MTC], Department of Employment Security, State Tax Commission, Secretary of State, Department of Human Services in accordance with the Mississippi Administrative Procedures Law (Section 25-43-1 et seq., Mississippi Code of 1972, as amended), stating affirmatively that the individual, firm, or corporation which is contracting with the CITY has registered with and is participating in a federal work authorization program* operated by the United States Department of Homeland Security to electronically verify information of newly hired employees pursuant to the Immigration Reform and Control Act of 1986, Pub.L. 99-603,100 Stat 3359, as amended. The undersigned agrees to inform the CITY if the undersigned is no longer registered or participating in the program.

The undersigned agrees that, should it employ or contract with any entity(s) in connection with the performance of this Agreement, the undersigned will secure from such entity(s) verification of compliance with the Mississippi Employment Protection Act. The undersigned further agrees to maintain records of such compliance and provide a copy of each such verification to the City, if requested, for the benefit of the City or this Contract.

_____

EEV* Company Identification Number [Required]

The undersigned certifies that the above information is complete, true and correct to the best of my knowledge and belief. The undersigned acknowledges that any violation may be subject to the cancellation of the contract, ineligibility for any state or public contract for up to three (3) years, the loss of any license, permit, certificate or other document granted by any agency, department or government entity for the right to do business in Mississippi for up to one (1) year, or both, any and all additional costs incurred because of the contract cancellation or the loss of any license or permit, and may be subject to additional felony prosecution for knowingly or recklessly accepting employment for compensation from an unauthorized alien as defined by 8 U.S.C §1324a(h)(3), said action punishable by imprisonment for not less than one (1) year nor more than five (5) years, a fine of not less than One Thousand Dollars ($1,000.00) nor more than Ten Thousand Dollars ($10,000.00), or both, in addition to such prosecution and penalties as provided by Federal law.

BY:_____ _____

Authorized Officer or Agent Date

_____ _____

Printed Name of Authorized Officer or Agent Title of Authorized Officer or Agent of Contractor /Consultant

SWORN TO AND SUBSCRIBED before me on this the _____ day of _____, 20____.

_____

NOTARY PUBLIC

My Commission Expires: _____

* As of the effective date of the Mississippi Employment Protection Act, the applicable federal work authorization program is E-Verify™ operated by the U. S. Citizenship and Immigration Services of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration.

RECEIVED
12/4

NEEL-SCHAFFER

December 2, 2025

Mr. Jeremy Harrison, P.E.
Director of Engineering, City of Gulfport
4050 Hewes Avenue
Gulfport, MS 39507

RE: ENGINEERING SERVICES MASTER AGREEMENT

Dear Mr. Harrison,

Please find attached three partially executed originals of the 2025 Engineering Services Master Agreement. Neel Schaffer appreciated to opportunity to continue to provide professional services to the City of Gulfport. Please contact me if additional information is needed.

Sincerely,

Steven A. Twedt, P.E
Senior Vice President

attachments

engineers | planners | surveyors | environmental scientists | landscape architects

P: 228.374.1211 | F: 228.374.1216
795 Howard Avenue
Biloxi, MS 39530
www.neel-schaffer.com

Memorandum

To: Mayor Hugh Keating and Members of the City Council

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

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

Date: December 5, 2025

Re: **Recommendation to Approve 2025 Master Services Agreements**

Attached for your consideration is the 2025 Master Services Agreements for the following Engineering Firms:

1. Covington Civil & Environmental, LLC
2. Neel Schaffer
3. Brown Mitchell & Alexander, Inc.
4. Seymour Engineering
5. Waggoner Engineering
6. Overstreet & Associates
7. Garver
8. Michael Baker International
9. Machado Patano Design Group
10. Engineering Xcellence

I recommend approval of this item.

Attachments:

1. 2025 Master Services Agreement
2. Cover Letters from Selected Firms

Office of the Director of Engineering | 4050 Hewes Avenue | Gulfport, MS 39507-3903
P: 228.868.5740 | E:jharrison@gulfport-ms.gov | www.gulfport-ms.gov

ENGINEERING MASTER SERVICES AGREEMENT
BETWEEN
THE CITY OF GULFPORT, MISSISSIPPI
AND

_____

THIS AGREEMENT, made and entered into this the ____ day of _____, 20___, at Gulfport, Mississippi, by and between the City of Gulfport, Mississippi, acting by and through its Mayor and City Council ("the Governing Authority") hereinafter referred to as "Owner" or "City" and _____, hereinafter "Contractor" or "Engineer", with its principal place of business at _____, for the purposes, and on the terms and conditions, and under the authority hereinafter set forth:

WITNESS THAT:

WHEREAS, the City of Gulfport, Mississippi, is a municipal corporation, organized and existing according to the laws of the State of Mississippi, and it is governed by its Mayor and City Council "Governing Authority"; and

WHEREAS, the City previously advertised for qualifications for Professional Engineering Firms to provide engineering services to the City on an as needed basis; and

WHEREAS, _____, submitted a response to the City's Request for Qualifications, which response is incorporated herein and attached hereto as included as Exhibit "A"; and

WHEREAS, based on the information submitted in response to the Request for Qualifications process, the City desires to enter into a Master Services Agreement with _____ to provide services on an as needed basis, which services are generally set out in Exhibit "B" and include, but are not limited to, preparing preliminary engineering reports, designing projects, providing surveying services, and preparing construction drawings; and

NOW THEREFORE, for and in consideration of the mutual promises and covenants contained herein and for other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, the City and Engineer do hereby contract and agree as follows:

ARTICLE I. SERVICES OF ENGINEER

Engineer understands and agrees that this Agreement is for possible work and does not guarantee or assure that any projects or work assignments will be assigned during the term provided herein. Possible services are set forth in Exhibit "B". Any work assignment under this Agreement shall define the specific scope of work and not to exceed amount and shall be issued on the enclosed "Work Assignment" form attached hereto as Exhibit "C". All work assigned shall become part of this Agreement and shall be subject to the terms and conditions provided herein.

Engineer shall be responsible for all services and materials required to fully perform and completed the assigned work and shall exercise a reasonable standard of conduct and care, according to the prevailing industry standards, in all work, complying with all Federal and State manuals, guides and specifications for work. The City reserves the right to enlarge or reduce the overall scope of services under this Agreement. Engineer may limit or refuse to accept work assignments under this Agreement. Any limitation or refusal must be issued to the City in writing within five (5) days of receipt of the assignment.

Within seven (7) days of receipt of the work assignment, Engineer shall furnish a proposed estimated cost and progress schedule. Project schedules shall include the anticipated time, proposed beginning and conclusion dates, and such intermediate dates as may be required to adequately monitor the progress of the assignment. To meet the needs of the City, the City reserves the right to request changes in the progress schedule. Return of Exhibit "C" to the Director of Engineer or Director of Public Works will be required before a Notice to Proceed is issued. **Engineer may not begin work on any assignment without receiving a Notice to Proceed from the City.**

ARTICLE II. CONTRACT TERM

The Agreement shall commence upon the latest date of execution and continue until June 30, 2029 at 11:59 P.M. Central Standard Time, at which time the Agreement shall automatically terminate. No new work shall be assigned or undertaken after June 30, 2029. Engineer shall complete any work assigned prior to June 30, 2029, with work not to exceed the termination or conclusion date identified by the specific assignment. During the term of this Agreement, the City reserves the right to terminate this Agreement in whole or in part, at any time, with or without cause, upon seven (7) days written notice to the Engineering.

ARTICLE III. RELATIONSHIP OF THE PARTIES

The relationship of the Engineer to the City is that of an independent contractor, and said Engineer, in accordance with its status as an independent contractor, covenants and agrees that it will conduct itself consistent with such status, that it will neither hold itself out as, nor claim to be, an officer or employee of the City by reason hereof. The Engineer will not by reason hereof, make any claim, demand or application or for any right or privilege applicable to an officer or employee of the City, including but not limited to workers' compensation coverage, unemployment insurance benefits, social security coverage, retirement membership or credit, or any form of tax withholding whatsoever.

ARTICLE IV. AVAILABILITY OF FUNDS

It is expressly understood and agreed that the obligation of the City to proceed under this Agreement is conditioned upon the availability of funds, the appropriation of funds by the City of Gulfport, and/or the receipt of state and/or federal funds. If, at any time, the funds anticipated for the fulfillment of this Agreement are not forthcoming or are insufficient, either through the failure of the City to provide funds or of the City to appropriate funds or the discontinuance or material alteration of the program under which funds were provided, or if funds are not otherwise available to the City for the performance of this Agreement, the City shall have the right, upon written notice to the Consultant to immediately terminate or stop work on this Agreement without damage, penalty, cost, or expense to the City of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.

ARTICLE V. COMPENSATION, BILLING AND AUDIT

A. Cost and Fees: Engineer shall be paid on a labor hour/unit cost basis, as set forth in Exhibit "D". **Without prior approval by the Governing Authority, total services provided under this agreement shall not exceed Two Hundred and Fifty Thousand Dollars ($250,000.00) per Work Assignment.** Under no circumstances shall the City be liable for any amounts expended or incurred by Engineer which exceed the maximum dollar amount of compensation.

B. Monthly Billing: Engineer may submit monthly billing statements to the City. A sample of the preferred invoice is attached hereto as Exhibit "E". Each statement shall include time expended and allowable expenses through the end of the billing period. Direct expenses included the cost of long distance telephone calls, testing and printing, if it is not company accounting policy to include the costs in overhead rates. City shall not reimburse for the cost of travel or shipping/mailing charges.

City reserves the right to verify time and expense records, related to work performed for the City, by audit of any or all Engineer's time and accounting records. Should the funding source require, Engineer agrees to allow the funding entity access to records for review. Records shall be available at all times during the period of the Agreement, and for a period of three years following.

Services rendered within a fiscal year (October 1-September 30), may require an invoice requesting payment for services within thirty (30) days of the end of the fiscal year. Should Engineer fail to present the invoice within the allotted time, payment may be delayed.

C. Progress Reports: Engineer shall provide the City monthly progress reports containing a narrative outline of work performed during the billing period, as well as a spreadsheet indicating the amount of progress for each designated assignment. Should the assignment be identified in "parts", the spreadsheet shall contain the progress for each part. A suggested format for Progress Reports is attached hereto as Exhibit "F". This provision shall not apply to any work assignment that is less than thirty (30) days in duration. At the request of the Engineer, the City may waive this requirement, which waiver shall be requested by, and responded to, in writing. Failure to provide progress reports may result in termination of the Agreement.

D. Final Payment: Requests for final payment shall be submitted to the City no later than forty-five (45) days following the completion and/or termination of the work assignment. The City reserves the right to reject any final invoice not timely received. Engineer shall clearly indicate on the last invoice for a work assignment that the payment sought is the "final payment". The Director of Engineering or the Director of Public Works shall confirm that the assignment is completed and ready to be closed, allowing payment of the final invoice. Under no circumstances will the total amount paid exceed the maximum not to exceed amount established for the work assignment.

Engineer agrees and accepts that receipt of final payment shall be in full and final settlement of all claims arising against the City for payment for work completed, materials furnished, cost incurred, or otherwise arising out of this Agreement and/or associated work assignments. In accepting the final payment, Engineer shall release the City from any and all further claims for payment, whether known or unknown, for and on account of the Agreement and/or associated work assignments, including payment for all work done, and labor and materials furnished in connection with the same. Failure to perform, to the satisfaction of the City, all terms of this Agreement and/or associated work assignments, which includes the Scope of Work identified herein, or the Engineer's failure to perform according to the prevailing industry standards, including standards of conduct and care, format and content, shall be corrected by the Engineer without any additional compensation.

E. In the event of termination of this Agreement, any just claims by the Engineer for payment of services rendered prior to the date of termination will be evaluated on a case by case basis. The City shall be liable only for the costs, fees and expenses for demobilization, if applicable, and close out of the Agreement, based on actual time and expenses incurred by Engineer in the packing and shipment of all documents covered by this Agreement. In no event shall the City be liable for lost profits or other consequential damages.

ARTICLE VI. COMPLIANCE WITH APPLICABLE LAW

Engineer shall observe and comply with applicable federal, state, and local laws, rules and regulations, policies and procedures, ordinances, and orders and decrees of bodies or tribunals of the United States of America or any agency thereof, the State of Mississippi or any agency thereof, and any local governments or political subdivisions, that are in effect at the time of the execution of this Agreement or that may later become effective. Engineer shall not discriminate against any employee, nor shall any party be subject to discrimination in the performance of this Agreement because of race, creed, color, sex, national origin, age or disability. Engineer shall execute any and all certifications required by

the City, without limitation a Certification of Compliance with Title VI of the Americans with Disabilities Act, as amended.

Engineer represents that it is in compliance with the Immigration Reform and Control Act of 1986 (Public Law 99-603), as amended, in relation to all employees performing work in the State of Mississippi and does not knowingly employ persons in violation of the United States immigration laws. The Engineer further represents that it is registered and participating in the Department of Homeland Security's E-Verify™ employment eligibility verification program, or successor thereto, and will maintain records of compliance with the Mississippi Employment Protection Act including, but not limited to, requiring compliance certification from all subcontractors and vendors who will participate in the performance of this Agreement and maintaining such certifications for inspection if requested. The Engineer acknowledges that violation may result in the following: (a) cancellation of any public contract and ineligibility for any public contract for up to three (3) years, or (b) the loss of any license, permit, certification or other document granted by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year, or (c) both. The Engineer also acknowledges liability for any additional costs incurred by the City due to such contract cancellation or loss of license or permit.

ARTICLE VII. COVENANT AGAINST CONTINGENT FEES, LOBBYING AND EMPLOYMENT OF CITY PERSONNEL

Engineer warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Engineer, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Engineer, any fee commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award or making of the Agreement. The Engineer warrants that it shall not contribute any money, gift or gratuity of any kind, either directly or indirectly to any employee of the City. For breach or violation of this warranty, the City shall have the right to terminate this Agreement without liability, and the Engineer shall forfeit any sums due hereunder at the time of such breach and may be barred from performing any future services for the City or participating in any future contracts with the City. Unless specifically authorized in writing by the City, Engineer shall not employ any person or persons in the employ of the City for any work required under the terms of this Agreement.

ARTICLE VIII. REVIEW OF WORK

During the term of this Agreement, authorized representatives of the City may, at all reasonable times review and inspect the services and work assignments, including all reports, drawings, studies, maps and computations prepared by and for the Engineer in connection with this Agreement. As applicable and/or as required under the work assignment, Engineer shall make services and work assignments available for review by authorized State or Federal representatives, including, but not limited to, the Federal Highway Administration, the Federal Emergency Management Agency, the Mississippi Emergency Management Agency, the Mississippi Department of Transportation, the Mississippi Department of Environmental Quality, the Mississippi Department of Health, and the Mississippi Department of Marine Resources. Inspection does not automatically make the inspecting entity a party to the Agreement.

Engineer shall be responsible for performance of and compliance with all terms of this Agreement and shall be responsible for correcting any errors and/or omissions, including those that relate to the conduct of care, format and content of material, professional quality and technical accuracy of all designs, drawings, specifications, and other services furnished by the Engineer that may be identified during or outside of a review. Any corrections necessary for compliance shall be at the Engineer's expense.

Any breach of contract, including, but not limited to deficiencies or errors and/or omissions in designs, plans, drawings, specifications , or other services, discovered by the City during the performance of the

work shall immediately be addressed by the Engineer. Engineer shall provide a written statement of proposed remedy no less than ten (10) days after the identification of the breach. Any work performed to remedy the breach shall be at the expense of the Engineer.

Any breach of contract, including, but not limited to deficiencies or errors and/or omissions in designs, plans, drawings, specifications , or other services, discovered by the City after final acceptance of the work shall, without additional compensation, be corrected by the Engineer. If Engineer fails, or is unable to correct, the City reserves the right to have the deficiencies corrected. Any costs incurred by the City for such corrections shall be the responsibility of the Engineer. City shall provide Engineer an opportunity to correct any identified breach unless:

1) The City determines, in its sole discretion, that the Engineer cannot cure the breach within the schedule established by the City; or

2) The City determines, in its sole discretion, that the Engineer cannot cure the breach to the satisfaction of the City.

ARTICLE IX. OWNERSHIP OF PRODUCTS, DOCUMENTS AND WORK

Engineer agrees that all reports, computer information and access, drawings, studies, notes, maps and other data, prepared by and for them under the terms of this Agreement shall be delivered to, become and remain in the property of the City upon creation and shall be delivered to the City upon termination or completion of work, or upon request of the City regardless of any claim or dispute between the parties. All such data shall be delivered within thirty (30) days of receipt of a written request by the City.

The Parties intend and agree that this Agreement is a contract for services and each party considers the products and results of the services to be rendered by the Engineer hereunder, including any and all material produced and/or delivered under this Agreement, to be a "work made for hire" under U.S. copyright and all applicable laws. Engineer acknowledges and agrees that the City owns all right, title, and interest in and to the Work including, without limitation, the copyright thereto and all trademark, patent, and all intellectual property rights thereto.

If for any reason the Work would not be considered a work made for hire under applicable law, or in the event this Agreement is determined to be other than a contract or agreement for a work made for hire, the Engineer does hereby transfer and assign to the City, and its successors and assigns, the entire right, title, and interest in and to any Work prepared hereunder including, without limitation, the following: the copyright and all trademark, patent, and all intellectual property rights in the Work and any registrations and copyright, and/or all other intellectual property, applications relating thereto and any renewals and extensions thereof; all works based upon, derived from, or incorporating the Work; all income, royalties, damages, claims, and payments now or hereafter due or payable with respect thereto; all causes of action, either in law or in equity, for past, present, or future infringement based on the copyrights and/or all other intellectual property; all rights, including all rights to claim priority, corresponding to the foregoing in the United States and its territorial possessions and in all foreign countries. The Engineer agrees to execute all papers and perform such other proper acts as the City may deem necessary to secure for the City or its designee the rights herein assigned.

The City may, without any notice or obligation of further compensation to the Engineer, publish, re-publish, anthologize, use, disseminate, license, or sell the Work in any format or medium now known or hereafter invented or devised. The City's rights shall include, without limitation, the rights to publish, re-publish, or license a third party to publish, re-publish, or sell the Work in print, on the World Wide Web, or in any other electronic or digital format or database now known or hereafter invented or devised, as a separate isolated work or as part of a compilation or other collective work, including a work different

in form from the first publication, and to include or license a third party to include the Work in an electronic or digital database or any other medium or format now known or hereafter invented or devised.

The Engineer shall obtain any and all right, title, and interest to all input and/or material from any third party sub-consultant, or any other party, who may provide such input and/or material to any portion of the Work so that said right, title, and interest, and all such interest in and to the Work including, without limitation, the copyright thereto and all trademark, patent, and all intellectual property rights thereto, shall belong to the City.

For any intellectual property rights currently owned by third parties or by the Engineer and not subject to the terms of this Agreement, the Engineer agrees that it will obtain or grant royalty-free, nonexclusive, irrevocable license(s) for or to the City at no cost to the City to use all copyrighted or copyrightable work(s) and all other intellectual property which is incorporated in the material furnished under this Agreement. Further, the Engineer warrants and represents to the City that it has obtained or granted any and all such licensing prior to presentation of any Work to the City under this Agreement. This obligation of the Engineer does not apply to a situation involving a third party who enters a license agreement directly with the City.

ARTICLE X. SUBLETTING, ASSIGNMENT OR TRANSFER

Neither this Agreement, nor any right or obligation hereunder may be assigned or transferred in whole or in part by Engineer without prior written consent of the City. Under no circumstance will Engineer be allowed to sublet more than sixty percent (60%) of the work required under this Agreement. Specific projects or phases of the work assigned under this contract may be sublet provided that the Engineer performs at least forty percent (40%) of the overall contract. Consent by the City to sublet a portion of the work shall not relieve Engineer from any of its obligations hereunder. Engineer is required to maintain full management responsibility throughout the duration of the Agreement. The City reserves the right to review all subcontract documents and agreements, including any subcontractor's cost estimates, entered into with respect to this Agreement.

ARTICLE XI. CONFIDENTIAL INFORMATION AND PRODUCTION OF DOCUMENTS

It is understood that from time to time confidential and/or privileged information may be shared. Engineer agrees not to disclose any privileged or confidential information unless (a) disclosure is authorized by the City in writing; (b) is reasonably required in connection with the fulfillment of the disclosing party's obligations hereunder and made only to the minimum extent necessary to carry out such obligations; (c) is information which had generally become known to the public other than through the disclosure thereof by the disclosing party or which is otherwise subject to disclosure under state or federal law and not within any exemption from such disclosure; (d) to any authorized attorney, accountant or other professional advisor of the disclosing party under confidentiality agreements and/or attorney-client or similar privilege; or (e) pursuant to any compulsory legal process.

Engineer agrees that it shall immediately refer any third party who requests information pertaining to the work under this Agreement. This Article shall not apply to information in whatever form that comes into the public domain, nor shall it restrict the Engineer from giving notices required by law or complying with an order to provide information or data when such order is issued by a court, administrative agency or other authority with proper jurisdiction, or if it is reasonably necessary for the Engineer to defend itself from any suit or claim. Any published finding, report or recommendation shall include the following provision:

The opinions, findings, and conclusions in this publication are those of the author(s) and not necessarily those of the CITY OF GULFPORT.

ARTICLE XII. STOP WORK ORDER

A. **Order to Stop Work.** The City may, by written order to the Engineer at any time, and without notice to any surety, require the Engineer to stop all or any part of the work called for by this Agreement. This order shall be for a specified period not exceeding thirty (30) days after the order is delivered to the Engineer unless the parties agree to any further period. Any such order shall be identified specifically as a stop work order issued pursuant to this clause. Upon receipt of such an order, the Engineer shall forthwith comply with its terms and take all steps to minimize the occurrence of costs allocable to the work covered by the order during the period of work stoppage. Before the stop work order expires, or within any further period to which the parties shall have agreed, the City shall either:

(1) cancel the stop work order; or

(2) terminate the work covered by such order according to the terms provided herein

B. **Cancellation or Expiration of the Order.** If a stop work order issued under this clause is canceled at any time during the period specified in the order, or if the period of the order or any extension thereof expires, the Engineer shall have the right to resume work. If the City decides that it is justified, an appropriate adjustment may be made in the delivery schedule. If the stop work order results in an increase in the time required for or in the Engineer's cost properly allocable to the performance of any part of this Agreement and the Engineer asserts a claim for such an adjustment within 30 days after the end of the period of work stoppage, an equitable adjustment in this Agreement may be made by written modification of this Agreement as provided by the terms of this Agreement.

C. **Termination of Stopped Work.** If a stop work order is not canceled and the work covered by such order is terminated, the Engineer may be paid for services rendered prior to the Termination. In addition to payment for services rendered prior to the date of termination, the City shall be liable only for the costs, fees, and expenses for demobilization and close out of this Agreement, based on actual time and expenses incurred by the Engineer in the packaging and shipment of all documents covered by this Agreement to the City. In no event shall the City be liable for lost profits or other consequential damages.

ARTICLE XIII. INSURANCE

Prior to commencement of work under this Agreement, Engineer shall obtain and furnish certificates of coverage, or any required documentation to evidence coverage, to the City for the following minimum amounts of insurance:

A. Workers Compensation Insurance as required by the State of Mississippi;

B. Comprehensive General Liability Insurance with a minimum combined limit of not less than One Million Dollars ($1,000,000.00) per occurrence, including coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, contractors protective, sudden and accidental pollution, products and completed operations, and coverage for other hazards;

C. Valuable Documents Insurance, whether as part of the property damage insurance referenced above or as separate insurance, in an amount sufficient to cover all costs associated with repairing, restoring, or replacing any documents kept or created by Engineer, as a part of the services, in the event of casualty to, or loss or theft of such documents;

D. Errors and Omissions Insurance in an amount not less than One Million Dollars ($1,000,000.00) per incident; One Million Dollars ($1,000,000.00) aggregate; and

E. Comprehensive Automobile Liability Insurance with a combined single limit for bodily injury and property damage of not less than One Million Dollars ($1,000,000.00) per incident with respect to the Engineer's owned, hired, or non-owned vehicles, assigned to or used in the performance of services.

The City shall be listed as a certificate holder or additional insured on any of the insurance required under this Agreement. Insurance identified herein shall be maintained in full force and effect by the Engineer throughout the duration of the Agreement, including any extra time for which ongoing work is completed. Should Engineer cease to carry the errors and/or omissions coverage provided herein, Engineer shall obtain "tail" or extension coverage at the same limits for a period of not less than three (3) years subsequent to policy termination or Agreement termination, whichever is longer.

In the event that the Engineer retains any subcontractor or other personnel to perform services or to carry out any activities under or incident to work on any work assigned as part of this Agreement, Engineer agrees to obtain from said subcontractor or other personnel, certificates of insurance demonstrating that said subcontractor or other personnel has all of the above coverage or sufficient coverage to cover their portion of the work. As an alternative, Engineer may include said subcontractor or other personnel within Engineer's coverage for the duration of the work assignment involving the subcontractor or other personnel. Should Engineer change carriers or policies for any insurance required herein, Engineer shall provider new certificates of coverage, as well as any retroactive coverage from the new carrier. If the Engineer fails to procure or maintain required insurance, the City may immediately terminate this Agreement.

ARTICLE XIV. RESPONSIBILITIES FOR CLAIMS AND LIABILITIES

Engineer, and its agents, servants, employees, and representatives agree to fully indemnify and hold harmless the City and its employees, agents, and officials with respect to and from and against any and all claims, demands, causes of actions, damages, including, but not limited to, any and all indirect, special, incidental, punitive, or consequential damages, injuries, fees, expenses, penalties, lawsuits, judgments, and orders, including without limitation, attorney's fees, which in any way arise out of or relate to any negligent, intentional, willful or grossly negligent acts of omission or commission of or attributed to Engineer and/or its agents, servants, employees, sub-contractors, officials, visitors, invitees, and/or guests. Engineer's obligations to indemnify and hold harmless, or at the City's option, participate and associate with the City in defense of any claim for damage, lien or suit and/or any related settlement negotiations shall be initiated by the City's Notice of Claim for Indemnification to the Engineer.

ARTICLE XV. CONTRACT DISPUTES

This Agreement shall be deemed to have been executed in Harrison County, Mississippi. Any claim or action brought by either party related to this Agreement shall be brought in a court of competent jurisdiction in Harrison County, First Judicial District. This Agreement shall be governed by the laws of the State of Mississippi and such Mississippi laws shall apply to the construction or enforcement of all provisions of this Agreement and to any action which may be brought pursuant thereto. Any right or remedy under this Agreement is cumulative, not exclusive, and is in addition to any other rights or remedies either provided in this Agreement or otherwise available at law or in equity. Failure to exercise or delay in exercising any rights shall not constitute a waiver in whole or in part of any such rights.

ARTICLE XVI. CONFLICT OF INTEREST

The Engineer covenants that no public or private interests exist and none shall be acquired directly or indirectly which would conflict in any manner with the performance of the Engineer's Agreement. The Engineer further covenants that no employee of the Engineer or of any sub-consultant, regardless of his/her position, is to personally benefit directly or indirectly from the performance of the services or from any knowledge obtained during the Engineer's execution of this Agreement.

ARTICLE XVII. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the City and the Engineer and no prior written or oral covenants or representations relating thereto and not set forth herein shall be binding on either party hereto. Any changes or amendments to this Agreement shall be approved by the Governing Authority in writing.

ARTICLE XVIII. WAIVER

The failure of either the City or the Engineer to enforce at any time or for any period of time any provision hereof shall not be construed to be a waiver of such provision of the right thereafter to enforce each and every provision. No waiver to this Agreement by either the City or the Engineer, either express or implied, or any breach of any term, condition or obligation of this Agreement shall be construed as a waiver of any subsequent breach of that term, condition or obligation or of any other term, condition or obligation of this Agreement.

ARTICLE XIX. SEVERABILITY

If any word, clause, sentence, paragraph, condition, provision, or term of this Agreement is or hereafter becomes legally unenforceable, the same shall be severed from this agreement, and all remaining provisions of this Agreement, shall be unaffected, and shall be interpreted in accordance with the express written intention of this Agreement.

ARTICLE XX. KEY PERSONNEL & DESIGNATED AGENTS

Engineer agrees that Key Personnel identified as assigned to this Agreement shall not be changed or reassigned without prior approval of the City or, if prior approval is impossible, then notice to the City and subsequent review by the City which may approve or disapprove the action. For purposes of implementing this section and all other sections of this Agreement with regard to notice, the following individuals are herewith designated as agents for the respective parties unless otherwise identified in the addenda hereto:

CITY:

For Contractual Matters:	For Technical Matters:
Jeremy R. Harrison, P.E. Director of Engineering 4050 Hewes Avenue Gulfport, Mississippi 39507 (228) 868-5740 (228) 868-5822 Fax Email: jharrison@gulfport-ms.gov	Same

or

J. Tyler Gentry Director of Public Works 4050 Hewes Avenue Gulfport, Mississippi 39507 (228) 868-5740 (228) 868-5822 (fax) Email: jgentry@gulfport-ms.gov	Same

ENGINEER:

For Contractual Matters:	For Technical Matters:

_____
_____
_____

IN WITNESS WHEREOF as duly authorized:

City of Gulfport

By: _____ Attest: _____
Mayor Clerk

Dated: _____, 20___

Engineer:

By: _____ Dated: _____, 20___

EXHBIT "A"

ENGINEER'S QUALIFICATIONS

EXHIBIT “B”

PROFESSIONAL SERVICES

Engineer shall provide a list of professional services offered by their firm.

EXHIBIT "C"

WORK ASSIGNMENT

WORK ASSIGNMENT NO. ___-___ 20__-__

PROJECT NUMBER: _____
CITY OF GULFPORT
HARRISON COUNTY

This Work Assignment is executed in accordance with the Master Services Agreement entered into by the City of Gulfport, Mississippi and _____, on the _____day of _____ 20___.

WHEREAS, each of said parties represents that it continues to have authority to execute this Work Assignment and that all certifications previously made in said Agreement remain in effect;

NOW THEREFORE, the parties hereto do further contract and agree to add the following items of work to the above Agreement under the additional terms and conditions as are hereinafter stated:

SPECIFIC SCOPE OF WORK FOR THIS WORK ASSIGNMENT OR PHASE

{{{{Insert specific Scope of Work for this Work Assignment}}}}
{{{{Make sure Termination is defined in the Work Assignment}}}}

WORK ASSIGNMENT TERM [No new Work Assignments shall be executed after _____ ***{Enter Master Contract Termination Date Here}___***.]

This WORK ASSIGNMENT shall be effective upon the latest date of execution hereof and continue until *_insert Work Assignment Termination date here____*, at 11:59 P.M. CDT. However, the Engineer may not begin work prior to receiving a Notice to Proceed.

DBE GOAL
The DBE goal established for this Work Assignment shall be ___ %.

KEY PERSONNEL

{{{{Designate project engineer and the Engineer's project representative here. Also include a list of any key personnel who are dedicated to this particular job by the CONSULTANT. }}}}

CITY PROJECT ENGINEER:

CONSULTANT PROJECT MANAGER:
(Certified as a Professional Engineer to do business in the State of Mississippi)

_____ _____

PROGRESS SCHEDULE

{{{{Attach at the end of "Exhibit C" the progress schedule, including a not to exceed date}}}}

MAXIMUM ALLOWABLE COST ***{Delete the other cost methods not used}***
Contract Maximums:

[Use for Labor Hour/Unit Cost Work Assignments]

Under no circumstances shall the amount payable by the City for this assignment exceed $_____ (Total of all Charges) without the prior written consent of both parties. The Labor Rates have been identified in Table 1: Rate Schedule for Labor Hours.

Table 1: Rate Schedule for Labor Hours

NAMES	LABOR CLASSIFICATION	RATE

Both parties hereto represent that they have authority to enter into Work Assignment No._____, as "Exhibit C" of the Agreement executed by and between the City and Engineer to which is now made a part of said Agreement.

SO EXECUTED AND AGREED THIS THE _____ DAY OF _____, _____.

City of Gulfport, Mississippi

_____
By:

WITNESS this my signature in execution hereof, this the _____ day of _____, 20__.

CONSULTANT NAME GOES HERE

_____
By:

ATTEST:_____

EXHIBIT "D"

FEES AND EXPENSES

The City shall pay the Engineer on an actual Labor Hour/Unit Cost Basis for the satisfactory completion of the Scope of Work set forth herein, for all salaries, payroll additives, overhead, direct costs and the Engineer's fixed fees attributable to a Work Assignment. The Engineer shall prepare an estimate for the specific work identified for the contemplated transportation improvement, and the City shall review and may approve this amount on a Work Assignment by Work Assignment basis using typical rates, and when acceptable issue the Notice to Proceed to the Engineer.

Actual costs as the term is used herein shall include all direct salaries, payroll additives, overhead and direct. Direct salaries are those amounts actually paid to the person performing the services which are deemed reasonably necessary by the City for the advancement of the Scope of Work. Overtime work is not contemplated by the Work Assignment. Accordingly, direct salaries chargeable to the Work Assignment shall not include any overtime premium. Salaries for officers, principals or partners shall not increase at a rate in excess of that for other employees. Payroll additives and overhead consist of employee fringe benefits and that part of Engineer's allowable indirect costs attributable to the Work Assignment.

Direct costs are those charges deemed reasonably necessary by the City for the successful completion of the Scope of Work which are charged directly to the Work Assignment and not included in overhead.

Fixed-fee as the term is used herein shall mean a dollar amount established to cover the Engineer's profit and business expenses not allocable to overhead for the successful completion of the Services.

Labor Hour as the term is used herein shall include all direct salaries, payroll additives, overhead, and profit. Unit-Costs, as the term is used herein shall include all direct costs and profit. Labor Hour/Unit-Costs are not subject to any adjustments on the basis of the Engineer's cost experience in performing the Work Assignment. The Labor Hour/Unit-Costs shall be paid based on the rates established in the Work Assignment

Each month, the Engineer shall submit OCR-484-C found on MDOT's website to the CITY along with the Invoice. This form certifies payments to all Subcontractors and shows all firms even if the Engineer has paid no monies to the firm during that estimate period (negative report).

If requested by City all labor charges for services must be substantiated by supporting data, i.e. certified time sheets, daily logs, check stubs, pay vouchers, etc.

Direct costs:

The City will reimburse the Engineer's printing, long distance phone calls, and testing for actual documented expenses. All Direct costs shall be substantiated with supporting documentation. Testing costs shall not exceed 2% of the construction costs and the CITY shall approve the testing agreement in advance of testing working being performed. All direct expenses will be reimbursed upon receipt of acceptable paid invoices.

Direct Salaries:

Direct salaries shall not exceed those amounts actually paid to an employee performing services reasonably necessary for the completion of the Scope of Work set forth under "Exhibit B" to this Agreement.

EXHIBIT "E"

SAMPLE INVOICE
[Labor-Hour/Unit Cost]

City of Gulfport, Mississippi
Attn:_____
_____
_____ Date:_____

Invoice No. 0000
Period _____, 20__ Through ____, 20__

PROFESSIONAL SERVICES IN ACCORDANCE WITH MASTER SERVICES AGREEMENT

Project No.. ___-___-____-____-____in Harrison County, Mississippi
Work Assignment: ____-_____ _____-_____
Engineer:_____

	Current Period	Previous Estimate	Total Allowed to Date
Labor Costs *	$	$	$
Direct Costs **	$	$	$
Project Total	$	$	$
Amount Due this Invoice			$

NOTE:

1. * PAYROLL ADDITIVES (INCLUDING ALL FRINGE BENEFITS & OVERHEAD)
2. THE ESTIMATED FCCM FOR COST PROPOSALS AND SUPPLEMENTAL AGREEMENTS MUST BE SPECIFICALLY IDENTIFIED AND DISTINGUISHED FROM THE OTHER COSTS. PROFIT/FEE SHALL NOT INCLUDE AMOUNTS APPLICABLE TO FCCM.
3. ** DIRECT COSTS (ATTACH SUPPORTING DATA)
4. THE CONSULTANT MAY USE ITS OWN INVOICE FORM SO LONG AS IT HAS BEEN APPROVED BY THE CONSULTANT SERVICES DIRECTOR. PRIOR TO SUBMISSION BY THE CONSULTANT SAID FORM SHOULD, AT A MINIMUM, CONTAIN THE ABOVE INFORMATION

SUPPORTING DATA (Sample Only)

Project No. 00-0000-00-000-00
County _____

Employee and Classification	Rate of Pay	Current Period Hours	Current Period Costs	Previous Period Costs	Costs to Date
John P. Public, Jr. Engineer	$0.00/hour	0.00	$0.00	$0.00	$0.00
John P. Public, Jr. Designer	$0.00/hour	0.00	$0.00	$0.00	$0.00
John P. Public, Jr. Technician	$0.00/hour	0.00	$0.00	$0.00	$0.00
SUBTOTAL	$0.00/hour	0.00	$0.00	$0.00	$0.00
TOTAL LABOR					
Direct Costs					
PROJECT TOTAL					

EXHIBIT "F"

PROGRESS REPORT

MONTHLY PROJECT STATUS REPORT
Reporting Period:
City Representative:
Consultant:
Project No.:
Project Description:
Work Completed:
Work Planned:
Issues to be Addressed:

Report Submitted by:_____ Date:_____

EXHIBIT "G"

NOTICE TO CONTRACTORS, FEDERAL AID CONTRACT COMPLIANCE WITH TITLE VI OF THE AMERICANS WITH DISABILITIES ACT, COPELAND ANTI-KICKBACK ACT, DAVIS BACON ACT, CONTRACT WORK HOURS AND SAFETY STANDARDS ACT, CLEAN AIR ACT, ENERGY POLICY AND CONSERVATION ACT, DISADVANTAGED BUSINESS ENTERPRISES ACT, WORKER VISIBILITY

During the performance of this Agreement, the Engineer, for itself, its assignees and successor-in-interest (hereinafter referred to as the "Engineer") agrees as follows:

1. Compliance with Regulations: The Engineer will comply with the Regulations of the City, relative to nondiscrimination in Federally-assisted programs of the U. S. Department of Transportation (Title 49, Code of Federal Regulations, Part 21, hereinafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of this Agreement.

2. Nondiscrimination: The Engineer, with regard to the work performed by it after award and prior to completion of the contract work, will not discriminate on the grounds of race, religion, color, sex, national origin, age or disability in the selection and retention of sub-consultants including procurement of materials and leases of equipment. The Engineer will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when this Agreement covers a program set forth in Appendix B of the Regulations. In addition, the Engineer will not participate either directly or indirectly in discrimination prohibited by 23 C.F.R. 710.405(b).

3. Solicitations for Subcontracts. Including Procurement of Materials and Equipment: In all Solicitations, either by competitive bidding or negotiation made by the Engineer for work to be performed under a subcontract, including procurement of materials or equipment, each potential sub-consultant or supplier shall be notified by the Engineer of the Engineer's obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, religion, color, sex, national origin, age or disability.

4. Anti-kick back provisions: All agreements and subcontracts for construction or repair shall include a provision for compliance with the Copeland "Anti-Kick Back" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR, Part 3). This Act provides that each consultant/contractor or sub-consultant/sub-contractor shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The Engineer shall report all suspected or reported violations to the City.

5. Davis Bacon Act: When required by the federal grant program legislation, all construction contracts awarded to contractors and subcontractors in excess of $2,000 shall include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 276a to a-7) and as supplemented by Department of Labor regulations (29 CFR, Part 5). Under this Act, contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less often than once a week.

6. Contract Work Hours and Safety Standards Act: Where applicable, all contracts awarded by contractors and subcontractors in excess of $2,000 for construction contracts and in excess of $2,500 for other contracts which involve the employment of mechanics or laborers shall include a provision for

compliance with sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor Regulations (29 CFR, Part 5). Under section 103 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1 1/2 times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction, safety, and health standards promulgated by the Secretary of Labor. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

7. Clean Air Act: Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clear Air Act (42 U.S.C. 1857 (h), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15) (Contracts and subcontracts in amounts in excess of $100,000).

8. Energy Policy and Conservation Act: Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163).

9. Disadvantaged Business Enterprises (DBE): It is the policy of the City to comply with the requirements of 49 C.F.R. 26, to prohibit unlawful discrimination, to meet its goal for DBE participation, to meet that goal whenever possible by race-neutral means, to create a level playing field, and to achieve that amount of DBE participation that would be obtained in an non-discriminatory market place. To meet that objective in any United States Department of Transportation assisted contracts, the City and the Engineer shall comply with the "Mississippi Department of Transportation's Disadvantage Business Enterprise Programs For United States Department Of Transportation Assisted Contracts".

Neither the Engineer, nor any sub-recipient or sub-consultant shall discriminate on the bases of race, color, national origin, or sex in the performance of this Agreement. The Engineer shall carry out applicable requirements of 49 C.F.R. 26 in the award and administration of United States Department of Transportation assisted contracts. Failure of the Engineer to carry out those requirements is a material breach of this Agreement which may result in the termination of this Agreement or such other remedies as the City deems appropriate.

10. Worker Visibility: All workers within the right-of-way of a Federal-aid highway who are exposed either to traffic (vehicles using the highway for the purposes of travel) or to construction equipment within the work area shall wear high-visibility safety apparel – personal protective safety clothing that is intended to provide conspicuity during both daytime and nighttime usage, and that meets the Performance Class 2 or 3 requirements of the ANSI/ISEA 107–2004 publication entitled ''American National Standard for High-Visibility Safety Apparel and Headwear" – for compliance with 23 CFR, Part 634.

EXHIBIT "H"

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS - Certification in accordance with Section 29.510 Appendix A, C.F.R. Vol. 53, No. 102, page 19210 and 19211:

(1) The CONSULTANT certifies to the best of its knowledge and belief that it and its principals:

(a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;

(b) have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or Agreement 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 (l)(b) of this certification: and

(d) have not within a three-year period preceding this application/proposal had one or more public transactions (federal, state or local) terminated for cause or default;

(e) has not either directly or indirectly entered into any agreement participated in any collusion; or otherwise taken any action in restraint of free competitive negotiation in connection with this Agreement.

(2) The Engineer further certifies, to the best of his/her knowledge and belief, that:

(f) No federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a member of Congress, an officer or employee of Congress, or employee of a member of Congress in connection with the awarding of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(g) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer of employee of Congress, or any employee of a member of Congress in connection with this Agreement, Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions will be completed and submitted.

The certification contained in (1) and (2) above is a material representation of fact upon which reliance is placed and a pre-requisite imposed by Section 1352, Title 31, U. S. Code prior to entering into this Agreement. Failure to comply shall be subject to a civil penalty of not less than $10,000 and not more than $100,000.00. The Engineer shall include the language of the certification in all subcontracts exceeding $25,000.00 and all sub-consultants shall certify and disclose accordingly.

I hereby certify that I am the duly authorized representative of the Engineer for purposes of making this certification, and that neither I, nor any principal, officer, shareholder or employee of the above firm has:

(a) employed or retained for commission, percentages, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above Engineer) to solicit or secure this agreement,

(b) agreed, as an express or implied condition for obtaining this Agreement, to employ or retain the services of any firm or person in connection with carrying out the agreement, or

(c) paid, or agreed to pay, to any firm, organization or person (other than a bone fide employee working solely for me or the above Engineer) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the agreement; except as herein expressly stated (if any).

I acknowledge that this Agreement may be furnished to the Federal Highway Administration, United States Department of Transportation, or any other applicable Federal or State Agency in connection with the Agreement involving participation of Federal-Aid Highway funds, and is subject to applicable state and federal laws, both criminal and civil.

SO CERTIFIED this_____ day of _____, 20__.

{Enter Consultant's Name}

_____
{Type name}

ATTEST: _____

My Commission Expires: _____
Notary

EXHIBIT "I"

PRIME CONSULTANT / CONTRACTOR EEV CERTIFICATION AND AGREEMENT

By executing this Certification and Agreement, the undersigned verifies its compliance with the, "Mississippi Employment Protection Act," Section 71-11-3 of the Mississippi Code of 1972, as amended, and any rules or regulations promulgated by the CITY, Mississippi Transportation Commission [MTC], Department of Employment Security, State Tax Commission, Secretary of State, Department of Human Services in accordance with the Mississippi Administrative Procedures Law (Section 25-43-1 et seq., Mississippi Code of 1972, as amended), stating affirmatively that the individual, firm, or corporation which is contracting with the CITY has registered with and is participating in a federal work authorization program* operated by the United States Department of Homeland Security to electronically verify information of newly hired employees pursuant to the Immigration Reform and Control Act of 1986, Pub.L. 99-603,100 Stat 3359, as amended. The undersigned agrees to inform the CITY if the undersigned is no longer registered or participating in the program.

The undersigned agrees that, should it employ or contract with any entity(s) in connection with the performance of this Agreement, the undersigned will secure from such entity(s) verification of compliance with the Mississippi Employment Protection Act. The undersigned further agrees to maintain records of such compliance and provide a copy of each such verification to the City, if requested, for the benefit of the City or this Contract.

_____

EEV* Company Identification Number [Required]

The undersigned certifies that the above information is complete, true and correct to the best of my knowledge and belief. The undersigned acknowledges that any violation may be subject to the cancellation of the contract, ineligibility for any state or public contract for up to three (3) years, the loss of any license, permit, certificate or other document granted by any agency, department or government entity for the right to do business in Mississippi for up to one (1) year, or both, any and all additional costs incurred because of the contract cancellation or the loss of any license or permit, and may be subject to additional felony prosecution for knowingly or recklessly accepting employment for compensation from an unauthorized alien as defined by 8 U.S.C §1324a(h)(3), said action punishable by imprisonment for not less than one (1) year nor more than five (5) years, a fine of not less than One Thousand Dollars ($1,000.00) nor more than Ten Thousand Dollars ($10,000.00), or both, in addition to such prosecution and penalties as provided by Federal law.

BY:_____ _____

Authorized Officer or Agent Date

_____ _____

Printed Name of Authorized Officer or Agent Title of Authorized Officer or Agent of Contractor /Consultant

SWORN TO AND SUBSCRIBED before me on this the _____ day of _____, 20____.

_____

NOTARY PUBLIC

My Commission Expires: _____

* As of the effective date of the Mississippi Employment Protection Act, the applicable federal work authorization program is E-Verify™ operated by the U. S. Citizenship and Immigration Services of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration.

OVERSTREET & ASSOCIATES
CONSULTING ENGINEERS

overstreeteng.com
161 Lameuse St. Suite 203
Biloxi, MS 39530
228.967.7137

RECEIVED 12/4/25

December 4, 2025

Andrew Shaddix, MBA, MSLS
City of Gulfport
Department of Engineering
4050 Hewes Avenue
Gulfport, MS 39507

RE: Engineering Master Services Agreement

Dear Mr. Shaddix,

Thank you for the opportunity to continue supporting the City of Gulfport with professional engineering services. Enclosed please find two originals of the Master Services Agreement (MSA) for your review and execution.

Please return a signed copy at your convenience.

We appreciate the opportunity to partner with you and look forward to supporting the City of Gulfport on this and future projects.

Sincerely,

F. Jason Overstreet, P.E.
President

Enclosure
JaO/st: 1394

Memorandum

To: Mayor Hugh Keating and Members of the City Council

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

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

Date: December 5, 2025

Re: **Recommendation to Approve 2025 Master Services Agreements**

Attached for your consideration is the 2025 Master Services Agreements for the following Engineering Firms:

1. Covington Civil & Environmental, LLC
2. Neel Schaffer
3. Brown Mitchell & Alexander, Inc.
4. Seymour Engineering
5. Waggoner Engineering
6. Overstreet & Associates
7. Garver
8. Michael Baker International
9. Machado Patano Design Group
10. Engineering Xcellence

I recommend approval of this item.

Attachments:

1. 2025 Master Services Agreement
2. Cover Letters from Selected Firms

Office of the Director of Engineering | 4050 Hewes Avenue | Gulfport, MS 39507-3903
P: 228.868.5740 | E:jharrison@gulfport-ms.gov | www.gulfport-ms.gov

ENGINEERING MASTER SERVICES AGREEMENT
BETWEEN
THE CITY OF GULFPORT, MISSISSIPPI
AND

_____

THIS AGREEMENT, made and entered into this the ____ day of _____, 20___, at Gulfport, Mississippi, by and between the City of Gulfport, Mississippi, acting by and through its Mayor and City Council ("the Governing Authority") hereinafter referred to as "Owner" or "City" and _____, hereinafter "Contractor" or "Engineer", with its principal place of business at _____, for the purposes, and on the terms and conditions, and under the authority hereinafter set forth:

WITNESS THAT:

WHEREAS, the City of Gulfport, Mississippi, is a municipal corporation, organized and existing according to the laws of the State of Mississippi, and it is governed by its Mayor and City Council "Governing Authority"; and

WHEREAS, the City previously advertised for qualifications for Professional Engineering Firms to provide engineering services to the City on an as needed basis; and

WHEREAS, _____, submitted a response to the City's Request for Qualifications, which response is incorporated herein and attached hereto as included as Exhibit "A"; and

WHEREAS, based on the information submitted in response to the Request for Qualifications process, the City desires to enter into a Master Services Agreement with _____ to provide services on an as needed basis, which services are generally set out in Exhibit "B" and include, but are not limited to, preparing preliminary engineering reports, designing projects, providing surveying services, and preparing construction drawings; and

NOW THEREFORE, for and in consideration of the mutual promises and covenants contained herein and for other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, the City and Engineer do hereby contract and agree as follows:

ARTICLE I. SERVICES OF ENGINEER

Engineer understands and agrees that this Agreement is for possible work and does not guarantee or assure that any projects or work assignments will be assigned during the term provided herein. Possible services are set forth in Exhibit "B". Any work assignment under this Agreement shall define the specific scope of work and not to exceed amount and shall be issued on the enclosed "Work Assignment" form attached hereto as Exhibit "C". All work assigned shall become part of this Agreement and shall be subject to the terms and conditions provided herein.

Engineer shall be responsible for all services and materials required to fully perform and completed the assigned work and shall exercise a reasonable standard of conduct and care, according to the prevailing industry standards, in all work, complying with all Federal and State manuals, guides and specifications for work. The City reserves the right to enlarge or reduce the overall scope of services under this Agreement. Engineer may limit or refuse to accept work assignments under this Agreement. Any limitation or refusal must be issued to the City in writing within five (5) days of receipt of the assignment.

Within seven (7) days of receipt of the work assignment, Engineer shall furnish a proposed estimated cost and progress schedule. Project schedules shall include the anticipated time, proposed beginning and conclusion dates, and such intermediate dates as may be required to adequately monitor the progress of the assignment. To meet the needs of the City, the City reserves the right to request changes in the progress schedule. Return of Exhibit "C" to the Director of Engineer or Director of Public Works will be required before a Notice to Proceed is issued. **Engineer may not begin work on any assignment without receiving a Notice to Proceed from the City.**

ARTICLE II. CONTRACT TERM

The Agreement shall commence upon the latest date of execution and continue until June 30, 2029 at 11:59 P.M. Central Standard Time, at which time the Agreement shall automatically terminate. No new work shall be assigned or undertaken after June 30, 2029. Engineer shall complete any work assigned prior to June 30, 2029, with work not to exceed the termination or conclusion date identified by the specific assignment. During the term of this Agreement, the City reserves the right to terminate this Agreement in whole or in part, at any time, with or without cause, upon seven (7) days written notice to the Engineering.

ARTICLE III. RELATIONSHIP OF THE PARTIES

The relationship of the Engineer to the City is that of an independent contractor, and said Engineer, in accordance with its status as an independent contractor, covenants and agrees that it will conduct itself consistent with such status, that it will neither hold itself out as, nor claim to be, an officer or employee of the City by reason hereof. The Engineer will not by reason hereof, make any claim, demand or application or for any right or privilege applicable to an officer or employee of the City, including but not limited to workers' compensation coverage, unemployment insurance benefits, social security coverage, retirement membership or credit, or any form of tax withholding whatsoever.

ARTICLE IV. AVAILABILITY OF FUNDS

It is expressly understood and agreed that the obligation of the City to proceed under this Agreement is conditioned upon the availability of funds, the appropriation of funds by the City of Gulfport, and/or the receipt of state and/or federal funds. If, at any time, the funds anticipated for the fulfillment of this Agreement are not forthcoming or are insufficient, either through the failure of the City to provide funds or of the City to appropriate funds or the discontinuance or material alteration of the program under which funds were provided, or if funds are not otherwise available to the City for the performance of this Agreement, the City shall have the right, upon written notice to the Consultant to immediately terminate or stop work on this Agreement without damage, penalty, cost, or expense to the City of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.

ARTICLE V. COMPENSATION, BILLING AND AUDIT

A. Cost and Fees: Engineer shall be paid on a labor hour/unit cost basis, as set forth in Exhibit "D". **Without prior approval by the Governing Authority, total services provided under this agreement shall not exceed Two Hundred and Fifty Thousand Dollars ($250,000.00) per Work Assignment.** Under no circumstances shall the City be liable for any amounts expended or incurred by Engineer which exceed the maximum dollar amount of compensation.

B. Monthly Billing: Engineer may submit monthly billing statements to the City. A sample of the preferred invoice is attached hereto as Exhibit "E". Each statement shall include time expended and allowable expenses through the end of the billing period. Direct expenses included the cost of long distance telephone calls, testing and printing, if it is not company accounting policy to include the costs in overhead rates. City shall not reimburse for the cost of travel or shipping/mailing charges.

City reserves the right to verify time and expense records, related to work performed for the City, by audit of any or all Engineer's time and accounting records. Should the funding source require, Engineer agrees to allow the funding entity access to records for review. Records shall be available at all times during the period of the Agreement, and for a period of three years following.

Services rendered within a fiscal year (October 1-September 30), may require an invoice requesting payment for services within thirty (30) days of the end of the fiscal year. Should Engineer fail to present the invoice within the allotted time, payment may be delayed.

C. Progress Reports: Engineer shall provide the City monthly progress reports containing a narrative outline of work performed during the billing period, as well as a spreadsheet indicating the amount of progress for each designated assignment. Should the assignment be identified in "parts", the spreadsheet shall contain the progress for each part. A suggested format for Progress Reports is attached hereto as Exhibit "F". This provision shall not apply to any work assignment that is less than thirty (30) days in duration. At the request of the Engineer, the City may waive this requirement, which waiver shall be requested by, and responded to, in writing. Failure to provide progress reports may result in termination of the Agreement.

D. Final Payment: Requests for final payment shall be submitted to the City no later than forty-five (45) days following the completion and/or termination of the work assignment. The City reserves the right to reject any final invoice not timely received. Engineer shall clearly indicate on the last invoice for a work assignment that the payment sought is the "final payment". The Director of Engineering or the Director of Public Works shall confirm that the assignment is completed and ready to be closed, allowing payment of the final invoice. Under no circumstances will the total amount paid exceed the maximum not to exceed amount established for the work assignment.

Engineer agrees and accepts that receipt of final payment shall be in full and final settlement of all claims arising against the City for payment for work completed, materials furnished, cost incurred, or otherwise arising out of this Agreement and/or associated work assignments. In accepting the final payment, Engineer shall release the City from any and all further claims for payment, whether known or unknown, for and on account of the Agreement and/or associated work assignments, including payment for all work done, and labor and materials furnished in connection with the same. Failure to perform, to the satisfaction of the City, all terms of this Agreement and/or associated work assignments, which includes the Scope of Work identified herein, or the Engineer's failure to perform according to the prevailing industry standards, including standards of conduct and care, format and content, shall be corrected by the Engineer without any additional compensation.

E. In the event of termination of this Agreement, any just claims by the Engineer for payment of services rendered prior to the date of termination will be evaluated on a case by case basis. The City shall be liable only for the costs, fees and expenses for demobilization, if applicable, and close out of the Agreement, based on actual time and expenses incurred by Engineer in the packing and shipment of all documents covered by this Agreement. In no event shall the City be liable for lost profits or other consequential damages.

ARTICLE VI. COMPLIANCE WITH APPLICABLE LAW

Engineer shall observe and comply with applicable federal, state, and local laws, rules and regulations, policies and procedures, ordinances, and orders and decrees of bodies or tribunals of the United States of America or any agency thereof, the State of Mississippi or any agency thereof, and any local governments or political subdivisions, that are in effect at the time of the execution of this Agreement or that may later become effective. Engineer shall not discriminate against any employee, nor shall any party be subject to discrimination in the performance of this Agreement because of race, creed, color, sex, national origin, age or disability. Engineer shall execute any and all certifications required by

the City, without limitation a Certification of Compliance with Title VI of the Americans with Disabilities Act, as amended.

Engineer represents that it is in compliance with the Immigration Reform and Control Act of 1986 (Public Law 99-603), as amended, in relation to all employees performing work in the State of Mississippi and does not knowingly employ persons in violation of the United States immigration laws. The Engineer further represents that it is registered and participating in the Department of Homeland Security's E-Verify™ employment eligibility verification program, or successor thereto, and will maintain records of compliance with the Mississippi Employment Protection Act including, but not limited to, requiring compliance certification from all subcontractors and vendors who will participate in the performance of this Agreement and maintaining such certifications for inspection if requested. The Engineer acknowledges that violation may result in the following: (a) cancellation of any public contract and ineligibility for any public contract for up to three (3) years, or (b) the loss of any license, permit, certification or other document granted by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year, or (c) both. The Engineer also acknowledges liability for any additional costs incurred by the City due to such contract cancellation or loss of license or permit.

ARTICLE VII. COVENANT AGAINST CONTINGENT FEES, LOBBYING AND EMPLOYMENT OF CITY PERSONNEL

Engineer warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Engineer, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Engineer, any fee commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award or making of the Agreement. The Engineer warrants that it shall not contribute any money, gift or gratuity of any kind, either directly or indirectly to any employee of the City. For breach or violation of this warranty, the City shall have the right to terminate this Agreement without liability, and the Engineer shall forfeit any sums due hereunder at the time of such breach and may be barred from performing any future services for the City or participating in any future contracts with the City. Unless specifically authorized in writing by the City, Engineer shall not employ any person or persons in the employ of the City for any work required under the terms of this Agreement.

ARTICLE VIII. REVIEW OF WORK

During the term of this Agreement, authorized representatives of the City may, at all reasonable times review and inspect the services and work assignments, including all reports, drawings, studies, maps and computations prepared by and for the Engineer in connection with this Agreement. As applicable and/or as required under the work assignment, Engineer shall make services and work assignments available for review by authorized State or Federal representatives, including, but not limited to, the Federal Highway Administration, the Federal Emergency Management Agency, the Mississippi Emergency Management Agency, the Mississippi Department of Transportation, the Mississippi Department of Environmental Quality, the Mississippi Department of Health, and the Mississippi Department of Marine Resources. Inspection does not automatically make the inspecting entity a party to the Agreement.

Engineer shall be responsible for performance of and compliance with all terms of this Agreement and shall be responsible for correcting any errors and/or omissions, including those that relate to the conduct of care, format and content of material, professional quality and technical accuracy of all designs, drawings, specifications, and other services furnished by the Engineer that may be identified during or outside of a review. Any corrections necessary for compliance shall be at the Engineer's expense.

Any breach of contract, including, but not limited to deficiencies or errors and/or omissions in designs, plans, drawings, specifications , or other services, discovered by the City during the performance of the

work shall immediately be addressed by the Engineer. Engineer shall provide a written statement of proposed remedy no less than ten (10) days after the identification of the breach. Any work performed to remedy the breach shall be at the expense of the Engineer.

Any breach of contract, including, but not limited to deficiencies or errors and/or omissions in designs, plans, drawings, specifications , or other services, discovered by the City after final acceptance of the work shall, without additional compensation, be corrected by the Engineer. If Engineer fails, or is unable to correct, the City reserves the right to have the deficiencies corrected. Any costs incurred by the City for such corrections shall be the responsibility of the Engineer. City shall provide Engineer an opportunity to correct any identified breach unless:

1) The City determines, in its sole discretion, that the Engineer cannot cure the breach within the schedule established by the City; or

2) The City determines, in its sole discretion, that the Engineer cannot cure the breach to the satisfaction of the City.

ARTICLE IX. OWNERSHIP OF PRODUCTS, DOCUMENTS AND WORK

Engineer agrees that all reports, computer information and access, drawings, studies, notes, maps and other data, prepared by and for them under the terms of this Agreement shall be delivered to, become and remain in the property of the City upon creation and shall be delivered to the City upon termination or completion of work, or upon request of the City regardless of any claim or dispute between the parties. All such data shall be delivered within thirty (30) days of receipt of a written request by the City.

The Parties intend and agree that this Agreement is a contract for services and each party considers the products and results of the services to be rendered by the Engineer hereunder, including any and all material produced and/or delivered under this Agreement, to be a "work made for hire" under U.S. copyright and all applicable laws. Engineer acknowledges and agrees that the City owns all right, title, and interest in and to the Work including, without limitation, the copyright thereto and all trademark, patent, and all intellectual property rights thereto.

If for any reason the Work would not be considered a work made for hire under applicable law, or in the event this Agreement is determined to be other than a contract or agreement for a work made for hire, the Engineer does hereby transfer and assign to the City, and its successors and assigns, the entire right, title, and interest in and to any Work prepared hereunder including, without limitation, the following: the copyright and all trademark, patent, and all intellectual property rights in the Work and any registrations and copyright, and/or all other intellectual property, applications relating thereto and any renewals and extensions thereof; all works based upon, derived from, or incorporating the Work; all income, royalties, damages, claims, and payments now or hereafter due or payable with respect thereto; all causes of action, either in law or in equity, for past, present, or future infringement based on the copyrights and/or all other intellectual property; all rights, including all rights to claim priority, corresponding to the foregoing in the United States and its territorial possessions and in all foreign countries. The Engineer agrees to execute all papers and perform such other proper acts as the City may deem necessary to secure for the City or its designee the rights herein assigned.

The City may, without any notice or obligation of further compensation to the Engineer, publish, re-publish, anthologize, use, disseminate, license, or sell the Work in any format or medium now known or hereafter invented or devised. The City's rights shall include, without limitation, the rights to publish, re-publish, or license a third party to publish, re-publish, or sell the Work in print, on the World Wide Web, or in any other electronic or digital format or database now known or hereafter invented or devised, as a separate isolated work or as part of a compilation or other collective work, including a work different

in form from the first publication, and to include or license a third party to include the Work in an electronic or digital database or any other medium or format now known or hereafter invented or devised.

The Engineer shall obtain any and all right, title, and interest to all input and/or material from any third party sub-consultant, or any other party, who may provide such input and/or material to any portion of the Work so that said right, title, and interest, and all such interest in and to the Work including, without limitation, the copyright thereto and all trademark, patent, and all intellectual property rights thereto, shall belong to the City.

For any intellectual property rights currently owned by third parties or by the Engineer and not subject to the terms of this Agreement, the Engineer agrees that it will obtain or grant royalty-free, nonexclusive, irrevocable license(s) for or to the City at no cost to the City to use all copyrighted or copyrightable work(s) and all other intellectual property which is incorporated in the material furnished under this Agreement. Further, the Engineer warrants and represents to the City that it has obtained or granted any and all such licensing prior to presentation of any Work to the City under this Agreement. This obligation of the Engineer does not apply to a situation involving a third party who enters a license agreement directly with the City.

ARTICLE X. SUBLETTING, ASSIGNMENT OR TRANSFER

Neither this Agreement, nor any right or obligation hereunder may be assigned or transferred in whole or in part by Engineer without prior written consent of the City. Under no circumstance will Engineer be allowed to sublet more than sixty percent (60%) of the work required under this Agreement. Specific projects or phases of the work assigned under this contract may be sublet provided that the Engineer performs at least forty percent (40%) of the overall contract. Consent by the City to sublet a portion of the work shall not relieve Engineer from any of its obligations hereunder. Engineer is required to maintain full management responsibility throughout the duration of the Agreement. The City reserves the right to review all subcontract documents and agreements, including any subcontractor's cost estimates, entered into with respect to this Agreement.

ARTICLE XI. CONFIDENTIAL INFORMATION AND PRODUCTION OF DOCUMENTS

It is understood that from time to time confidential and/or privileged information may be shared. Engineer agrees not to disclose any privileged or confidential information unless (a) disclosure is authorized by the City in writing; (b) is reasonably required in connection with the fulfillment of the disclosing party's obligations hereunder and made only to the minimum extent necessary to carry out such obligations; (c) is information which had generally become known to the public other than through the disclosure thereof by the disclosing party or which is otherwise subject to disclosure under state or federal law and not within any exemption from such disclosure; (d) to any authorized attorney, accountant or other professional advisor of the disclosing party under confidentiality agreements and/or attorney-client or similar privilege; or (e) pursuant to any compulsory legal process.

Engineer agrees that it shall immediately refer any third party who requests information pertaining to the work under this Agreement. This Article shall not apply to information in whatever form that comes into the public domain, nor shall it restrict the Engineer from giving notices required by law or complying with an order to provide information or data when such order is issued by a court, administrative agency or other authority with proper jurisdiction, or if it is reasonably necessary for the Engineer to defend itself from any suit or claim. Any published finding, report or recommendation shall include the following provision:

The opinions, findings, and conclusions in this publication are those of the author(s) and not necessarily those of the CITY OF GULFPORT.

ARTICLE XII. STOP WORK ORDER

A. **Order to Stop Work.** The City may, by written order to the Engineer at any time, and without notice to any surety, require the Engineer to stop all or any part of the work called for by this Agreement. This order shall be for a specified period not exceeding thirty (30) days after the order is delivered to the Engineer unless the parties agree to any further period. Any such order shall be identified specifically as a stop work order issued pursuant to this clause. Upon receipt of such an order, the Engineer shall forthwith comply with its terms and take all steps to minimize the occurrence of costs allocable to the work covered by the order during the period of work stoppage. Before the stop work order expires, or within any further period to which the parties shall have agreed, the City shall either:

(1) cancel the stop work order; or

(2) terminate the work covered by such order according to the terms provided herein

B. **Cancellation or Expiration of the Order.** If a stop work order issued under this clause is canceled at any time during the period specified in the order, or if the period of the order or any extension thereof expires, the Engineer shall have the right to resume work. If the City decides that it is justified, an appropriate adjustment may be made in the delivery schedule. If the stop work order results in an increase in the time required for or in the Engineer's cost properly allocable to the performance of any part of this Agreement and the Engineer asserts a claim for such an adjustment within 30 days after the end of the period of work stoppage, an equitable adjustment in this Agreement may be made by written modification of this Agreement as provided by the terms of this Agreement.

C. **Termination of Stopped Work.** If a stop work order is not canceled and the work covered by such order is terminated, the Engineer may be paid for services rendered prior to the Termination. In addition to payment for services rendered prior to the date of termination, the City shall be liable only for the costs, fees, and expenses for demobilization and close out of this Agreement, based on actual time and expenses incurred by the Engineer in the packaging and shipment of all documents covered by this Agreement to the City. In no event shall the City be liable for lost profits or other consequential damages.

ARTICLE XIII. INSURANCE

Prior to commencement of work under this Agreement, Engineer shall obtain and furnish certificates of coverage, or any required documentation to evidence coverage, to the City for the following minimum amounts of insurance:

A. Workers Compensation Insurance as required by the State of Mississippi;

B. Comprehensive General Liability Insurance with a minimum combined limit of not less than One Million Dollars ($1,000,000.00) per occurrence, including coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, contractors protective, sudden and accidental pollution, products and completed operations, and coverage for other hazards;

C. Valuable Documents Insurance, whether as part of the property damage insurance referenced above or as separate insurance, in an amount sufficient to cover all costs associated with repairing, restoring, or replacing any documents kept or created by Engineer, as a part of the services, in the event of casualty to, or loss or theft of such documents;

D. Errors and Omissions Insurance in an amount not less than One Million Dollars ($1,000,000.00) per incident; One Million Dollars ($1,000,000.00) aggregate; and

E. Comprehensive Automobile Liability Insurance with a combined single limit for bodily injury and property damage of not less than One Million Dollars ($1,000,000.00) per incident with respect to the Engineer's owned, hired, or non-owned vehicles, assigned to or used in the performance of services.

The City shall be listed as a certificate holder or additional insured on any of the insurance required under this Agreement. Insurance identified herein shall be maintained in full force and effect by the Engineer throughout the duration of the Agreement, including any extra time for which ongoing work is completed. Should Engineer cease to carry the errors and/or omissions coverage provided herein, Engineer shall obtain "tail" or extension coverage at the same limits for a period of not less than three (3) years subsequent to policy termination or Agreement termination, whichever is longer.

In the event that the Engineer retains any subcontractor or other personnel to perform services or to carry out any activities under or incident to work on any work assigned as part of this Agreement, Engineer agrees to obtain from said subcontractor or other personnel, certificates of insurance demonstrating that said subcontractor or other personnel has all of the above coverage or sufficient coverage to cover their portion of the work. As an alternative, Engineer may include said subcontractor or other personnel within Engineer's coverage for the duration of the work assignment involving the subcontractor or other personnel. Should Engineer change carriers or policies for any insurance required herein, Engineer shall provider new certificates of coverage, as well as any retroactive coverage from the new carrier. If the Engineer fails to procure or maintain required insurance, the City may immediately terminate this Agreement.

ARTICLE XIV. RESPONSIBILITIES FOR CLAIMS AND LIABILITIES

Engineer, and its agents, servants, employees, and representatives agree to fully indemnify and hold harmless the City and its employees, agents, and officials with respect to and from and against any and all claims, demands, causes of actions, damages, including, but not limited to, any and all indirect, special, incidental, punitive, or consequential damages, injuries, fees, expenses, penalties, lawsuits, judgments, and orders, including without limitation, attorney's fees, which in any way arise out of or relate to any negligent, intentional, willful or grossly negligent acts of omission or commission of or attributed to Engineer and/or its agents, servants, employees, sub-contractors, officials, visitors, invitees, and/or guests. Engineer's obligations to indemnify and hold harmless, or at the City's option, participate and associate with the City in defense of any claim for damage, lien or suit and/or any related settlement negotiations shall be initiated by the City's Notice of Claim for Indemnification to the Engineer.

ARTICLE XV. CONTRACT DISPUTES

This Agreement shall be deemed to have been executed in Harrison County, Mississippi. Any claim or action brought by either party related to this Agreement shall be brought in a court of competent jurisdiction in Harrison County, First Judicial District. This Agreement shall be governed by the laws of the State of Mississippi and such Mississippi laws shall apply to the construction or enforcement of all provisions of this Agreement and to any action which may be brought pursuant thereto. Any right or remedy under this Agreement is cumulative, not exclusive, and is in addition to any other rights or remedies either provided in this Agreement or otherwise available at law or in equity. Failure to exercise or delay in exercising any rights shall not constitute a waiver in whole or in part of any such rights.

ARTICLE XVI. CONFLICT OF INTEREST

The Engineer covenants that no public or private interests exist and none shall be acquired directly or indirectly which would conflict in any manner with the performance of the Engineer's Agreement. The Engineer further covenants that no employee of the Engineer or of any sub-consultant, regardless of his/her position, is to personally benefit directly or indirectly from the performance of the services or from any knowledge obtained during the Engineer's execution of this Agreement.

ARTICLE XVII. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the City and the Engineer and no prior written or oral covenants or representations relating thereto and not set forth herein shall be binding on either party hereto. Any changes or amendments to this Agreement shall be approved by the Governing Authority in writing.

ARTICLE XVIII. WAIVER

The failure of either the City or the Engineer to enforce at any time or for any period of time any provision hereof shall not be construed to be a waiver of such provision of the right thereafter to enforce each and every provision. No waiver to this Agreement by either the City or the Engineer, either express or implied, or any breach of any term, condition or obligation of this Agreement shall be construed as a waiver of any subsequent breach of that term, condition or obligation or of any other term, condition or obligation of this Agreement.

ARTICLE XIX. SEVERABILITY

If any word, clause, sentence, paragraph, condition, provision, or term of this Agreement is or hereafter becomes legally unenforceable, the same shall be severed from this agreement, and all remaining provisions of this Agreement, shall be unaffected, and shall be interpreted in accordance with the express written intention of this Agreement.

ARTICLE XX. KEY PERSONNEL & DESIGNATED AGENTS

Engineer agrees that Key Personnel identified as assigned to this Agreement shall not be changed or reassigned without prior approval of the City or, if prior approval is impossible, then notice to the City and subsequent review by the City which may approve or disapprove the action. For purposes of implementing this section and all other sections of this Agreement with regard to notice, the following individuals are herewith designated as agents for the respective parties unless otherwise identified in the addenda hereto:

CITY:

For Contractual Matters:	For Technical Matters:
Jeremy R. Harrison, P.E. Director of Engineering 4050 Hewes Avenue Gulfport, Mississippi 39507 (228) 868-5740 (228) 868-5822 Fax Email: jharrison@gulfport-ms.gov	Same

or

J. Tyler Gentry Director of Public Works 4050 Hewes Avenue Gulfport, Mississippi 39507 (228) 868-5740 (228) 868-5822 (fax) Email: jgentry@gulfport-ms.gov	Same

ENGINEER:

For Contractual Matters:	For Technical Matters:

_____
_____
_____

IN WITNESS WHEREOF as duly authorized:

City of Gulfport

By: _____ Attest: _____
Mayor Clerk

Dated: _____, 20___

Engineer:

By: _____ Dated: _____, 20___

EXHBIT "A"

ENGINEER'S QUALIFICATIONS

EXHIBIT “B”

PROFESSIONAL SERVICES

Engineer shall provide a list of professional services offered by their firm.

EXHIBIT "C"

WORK ASSIGNMENT

WORK ASSIGNMENT NO. ___-___ 20__-__

PROJECT NUMBER: _____
CITY OF GULFPORT
HARRISON COUNTY

This Work Assignment is executed in accordance with the Master Services Agreement entered into by the City of Gulfport, Mississippi and _____, on the _____day of _____ 20___.

WHEREAS, each of said parties represents that it continues to have authority to execute this Work Assignment and that all certifications previously made in said Agreement remain in effect;

NOW THEREFORE, the parties hereto do further contract and agree to add the following items of work to the above Agreement under the additional terms and conditions as are hereinafter stated:

SPECIFIC SCOPE OF WORK FOR THIS WORK ASSIGNMENT OR PHASE

{{{{Insert specific Scope of Work for this Work Assignment}}}}
{{{{Make sure Termination is defined in the Work Assignment}}}}

WORK ASSIGNMENT TERM [No new Work Assignments shall be executed after _____ ***{Enter Master Contract Termination Date Here}___***.]

This WORK ASSIGNMENT shall be effective upon the latest date of execution hereof and continue until *_insert Work Assignment Termination date here____*, at 11:59 P.M. CDT. However, the Engineer may not begin work prior to receiving a Notice to Proceed.

DBE GOAL
The DBE goal established for this Work Assignment shall be ___ %.

KEY PERSONNEL

{{{{Designate project engineer and the Engineer's project representative here. Also include a list of any key personnel who are dedicated to this particular job by the CONSULTANT. }}}}

CITY PROJECT ENGINEER:

CONSULTANT PROJECT MANAGER:
(Certified as a Professional Engineer to do business in the State of Mississippi)

_____ _____

PROGRESS SCHEDULE

{{{{Attach at the end of "Exhibit C" the progress schedule, including a not to exceed date}}}}

MAXIMUM ALLOWABLE COST ***{Delete the other cost methods not used}***
Contract Maximums:

[Use for Labor Hour/Unit Cost Work Assignments]

Under no circumstances shall the amount payable by the City for this assignment exceed $_____ (Total of all Charges) without the prior written consent of both parties. The Labor Rates have been identified in Table 1: Rate Schedule for Labor Hours.

Table 1: Rate Schedule for Labor Hours

NAMES	LABOR CLASSIFICATION	RATE

Both parties hereto represent that they have authority to enter into Work Assignment No._____, as "Exhibit C" of the Agreement executed by and between the City and Engineer to which is now made a part of said Agreement.

SO EXECUTED AND AGREED THIS THE _____ DAY OF _____, _____.

City of Gulfport, Mississippi

_____
By:

WITNESS this my signature in execution hereof, this the _____ day of _____, 20__.

CONSULTANT NAME GOES HERE

_____
By:

ATTEST:_____

EXHIBIT "D"

FEES AND EXPENSES

The City shall pay the Engineer on an actual Labor Hour/Unit Cost Basis for the satisfactory completion of the Scope of Work set forth herein, for all salaries, payroll additives, overhead, direct costs and the Engineer's fixed fees attributable to a Work Assignment. The Engineer shall prepare an estimate for the specific work identified for the contemplated transportation improvement, and the City shall review and may approve this amount on a Work Assignment by Work Assignment basis using typical rates, and when acceptable issue the Notice to Proceed to the Engineer.

Actual costs as the term is used herein shall include all direct salaries, payroll additives, overhead and direct. Direct salaries are those amounts actually paid to the person performing the services which are deemed reasonably necessary by the City for the advancement of the Scope of Work. Overtime work is not contemplated by the Work Assignment. Accordingly, direct salaries chargeable to the Work Assignment shall not include any overtime premium. Salaries for officers, principals or partners shall not increase at a rate in excess of that for other employees. Payroll additives and overhead consist of employee fringe benefits and that part of Engineer's allowable indirect costs attributable to the Work Assignment.

Direct costs are those charges deemed reasonably necessary by the City for the successful completion of the Scope of Work which are charged directly to the Work Assignment and not included in overhead.

Fixed-fee as the term is used herein shall mean a dollar amount established to cover the Engineer's profit and business expenses not allocable to overhead for the successful completion of the Services.

Labor Hour as the term is used herein shall include all direct salaries, payroll additives, overhead, and profit. Unit-Costs, as the term is used herein shall include all direct costs and profit. Labor Hour/Unit-Costs are not subject to any adjustments on the basis of the Engineer's cost experience in performing the Work Assignment. The Labor Hour/Unit-Costs shall be paid based on the rates established in the Work Assignment

Each month, the Engineer shall submit OCR-484-C found on MDOT's website to the CITY along with the Invoice. This form certifies payments to all Subcontractors and shows all firms even if the Engineer has paid no monies to the firm during that estimate period (negative report).

If requested by City all labor charges for services must be substantiated by supporting data, i.e. certified time sheets, daily logs, check stubs, pay vouchers, etc.

Direct costs:

The City will reimburse the Engineer's printing, long distance phone calls, and testing for actual documented expenses. All Direct costs shall be substantiated with supporting documentation. Testing costs shall not exceed 2% of the construction costs and the CITY shall approve the testing agreement in advance of testing working being performed. All direct expenses will be reimbursed upon receipt of acceptable paid invoices.

Direct Salaries:

Direct salaries shall not exceed those amounts actually paid to an employee performing services reasonably necessary for the completion of the Scope of Work set forth under "Exhibit B" to this Agreement.

EXHIBIT "E"

SAMPLE INVOICE
[Labor-Hour/Unit Cost]

City of Gulfport, Mississippi
Attn:_____
_____
_____ Date:_____

Invoice No. 0000
Period _____, 20__ Through ____, 20__

PROFESSIONAL SERVICES IN ACCORDANCE WITH MASTER SERVICES AGREEMENT

Project No.. ___-___-____-____-____in Harrison County, Mississippi
Work Assignment: ____-_____ _____-_____
Engineer:_____

	Current Period	Previous Estimate	Total Allowed to Date
Labor Costs *	$	$	$
Direct Costs **	$	$	$
Project Total	$	$	$
Amount Due this Invoice			$

NOTE:

1. * PAYROLL ADDITIVES (INCLUDING ALL FRINGE BENEFITS & OVERHEAD)
2. THE ESTIMATED FCCM FOR COST PROPOSALS AND SUPPLEMENTAL AGREEMENTS MUST BE SPECIFICALLY IDENTIFIED AND DISTINGUISHED FROM THE OTHER COSTS. PROFIT/FEE SHALL NOT INCLUDE AMOUNTS APPLICABLE TO FCCM.
3. ** DIRECT COSTS (ATTACH SUPPORTING DATA)
4. THE CONSULTANT MAY USE ITS OWN INVOICE FORM SO LONG AS IT HAS BEEN APPROVED BY THE CONSULTANT SERVICES DIRECTOR. PRIOR TO SUBMISSION BY THE CONSULTANT SAID FORM SHOULD, AT A MINIMUM, CONTAIN THE ABOVE INFORMATION

SUPPORTING DATA (Sample Only)

Project No. 00-0000-00-000-00
County _____

Employee and Classification	Rate of Pay	Current Period Hours	Current Period Costs	Previous Period Costs	Costs to Date
John P. Public, Jr. Engineer	$0.00/hour	0.00	$0.00	$0.00	$0.00
John P. Public, Jr. Designer	$0.00/hour	0.00	$0.00	$0.00	$0.00
John P. Public, Jr. Technician	$0.00/hour	0.00	$0.00	$0.00	$0.00
SUBTOTAL	$0.00/hour	0.00	$0.00	$0.00	$0.00
TOTAL LABOR					
Direct Costs					
PROJECT TOTAL					

EXHIBIT "F"

PROGRESS REPORT

MONTHLY PROJECT STATUS REPORT
Reporting Period:
City Representative:
Consultant:
Project No.:
Project Description:
Work Completed:
Work Planned:
Issues to be Addressed:

Report Submitted by:_____ Date:_____

EXHIBIT "G"

NOTICE TO CONTRACTORS, FEDERAL AID CONTRACT COMPLIANCE WITH TITLE VI OF THE AMERICANS WITH DISABILITIES ACT, COPELAND ANTI-KICKBACK ACT, DAVIS BACON ACT, CONTRACT WORK HOURS AND SAFETY STANDARDS ACT, CLEAN AIR ACT, ENERGY POLICY AND CONSERVATION ACT, DISADVANTAGED BUSINESS ENTERPRISES ACT, WORKER VISIBILITY

During the performance of this Agreement, the Engineer, for itself, its assignees and successor-in-interest (hereinafter referred to as the "Engineer") agrees as follows:

1. Compliance with Regulations: The Engineer will comply with the Regulations of the City, relative to nondiscrimination in Federally-assisted programs of the U. S. Department of Transportation (Title 49, Code of Federal Regulations, Part 21, hereinafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of this Agreement.

2. Nondiscrimination: The Engineer, with regard to the work performed by it after award and prior to completion of the contract work, will not discriminate on the grounds of race, religion, color, sex, national origin, age or disability in the selection and retention of sub-consultants including procurement of materials and leases of equipment. The Engineer will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when this Agreement covers a program set forth in Appendix B of the Regulations. In addition, the Engineer will not participate either directly or indirectly in discrimination prohibited by 23 C.F.R. 710.405(b).

3. Solicitations for Subcontracts. Including Procurement of Materials and Equipment: In all Solicitations, either by competitive bidding or negotiation made by the Engineer for work to be performed under a subcontract, including procurement of materials or equipment, each potential sub-consultant or supplier shall be notified by the Engineer of the Engineer's obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, religion, color, sex, national origin, age or disability.

4. Anti-kick back provisions: All agreements and subcontracts for construction or repair shall include a provision for compliance with the Copeland "Anti-Kick Back" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR, Part 3). This Act provides that each consultant/contractor or sub-consultant/sub-contractor shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The Engineer shall report all suspected or reported violations to the City.

5. Davis Bacon Act: When required by the federal grant program legislation, all construction contracts awarded to contractors and subcontractors in excess of $2,000 shall include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 276a to a-7) and as supplemented by Department of Labor regulations (29 CFR, Part 5). Under this Act, contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less often than once a week.

6. Contract Work Hours and Safety Standards Act: Where applicable, all contracts awarded by contractors and subcontractors in excess of $2,000 for construction contracts and in excess of $2,500 for other contracts which involve the employment of mechanics or laborers shall include a provision for

compliance with sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor Regulations (29 CFR, Part 5). Under section 103 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1 1/2 times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction, safety, and health standards promulgated by the Secretary of Labor. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

7. Clean Air Act: Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clear Air Act (42 U.S.C. 1857 (h), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15) (Contracts and subcontracts in amounts in excess of $100,000).

8. Energy Policy and Conservation Act: Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163).

9. Disadvantaged Business Enterprises (DBE): It is the policy of the City to comply with the requirements of 49 C.F.R. 26, to prohibit unlawful discrimination, to meet its goal for DBE participation, to meet that goal whenever possible by race-neutral means, to create a level playing field, and to achieve that amount of DBE participation that would be obtained in an non-discriminatory market place. To meet that objective in any United States Department of Transportation assisted contracts, the City and the Engineer shall comply with the "Mississippi Department of Transportation's Disadvantage Business Enterprise Programs For United States Department Of Transportation Assisted Contracts".

Neither the Engineer, nor any sub-recipient or sub-consultant shall discriminate on the bases of race, color, national origin, or sex in the performance of this Agreement. The Engineer shall carry out applicable requirements of 49 C.F.R. 26 in the award and administration of United States Department of Transportation assisted contracts. Failure of the Engineer to carry out those requirements is a material breach of this Agreement which may result in the termination of this Agreement or such other remedies as the City deems appropriate.

10. Worker Visibility: All workers within the right-of-way of a Federal-aid highway who are exposed either to traffic (vehicles using the highway for the purposes of travel) or to construction equipment within the work area shall wear high-visibility safety apparel – personal protective safety clothing that is intended to provide conspicuity during both daytime and nighttime usage, and that meets the Performance Class 2 or 3 requirements of the ANSI/ISEA 107–2004 publication entitled ''American National Standard for High-Visibility Safety Apparel and Headwear" – for compliance with 23 CFR, Part 634.

EXHIBIT "H"

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS - Certification in accordance with Section 29.510 Appendix A, C.F.R. Vol. 53, No. 102, page 19210 and 19211:

(1) The CONSULTANT certifies to the best of its knowledge and belief that it and its principals:

(a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;

(b) have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or Agreement 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 (l)(b) of this certification: and

(d) have not within a three-year period preceding this application/proposal had one or more public transactions (federal, state or local) terminated for cause or default;

(e) has not either directly or indirectly entered into any agreement participated in any collusion; or otherwise taken any action in restraint of free competitive negotiation in connection with this Agreement.

(2) The Engineer further certifies, to the best of his/her knowledge and belief, that:

(f) No federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a member of Congress, an officer or employee of Congress, or employee of a member of Congress in connection with the awarding of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(g) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer of employee of Congress, or any employee of a member of Congress in connection with this Agreement, Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions will be completed and submitted.

The certification contained in (1) and (2) above is a material representation of fact upon which reliance is placed and a pre-requisite imposed by Section 1352, Title 31, U. S. Code prior to entering into this Agreement. Failure to comply shall be subject to a civil penalty of not less than $10,000 and not more than $100,000.00. The Engineer shall include the language of the certification in all subcontracts exceeding $25,000.00 and all sub-consultants shall certify and disclose accordingly.

I hereby certify that I am the duly authorized representative of the Engineer for purposes of making this certification, and that neither I, nor any principal, officer, shareholder or employee of the above firm has:

(a) employed or retained for commission, percentages, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above Engineer) to solicit or secure this agreement,

(b) agreed, as an express or implied condition for obtaining this Agreement, to employ or retain the services of any firm or person in connection with carrying out the agreement, or

(c) paid, or agreed to pay, to any firm, organization or person (other than a bone fide employee working solely for me or the above Engineer) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the agreement; except as herein expressly stated (if any).

I acknowledge that this Agreement may be furnished to the Federal Highway Administration, United States Department of Transportation, or any other applicable Federal or State Agency in connection with the Agreement involving participation of Federal-Aid Highway funds, and is subject to applicable state and federal laws, both criminal and civil.

SO CERTIFIED this_____ day of _____, 20__.

{Enter Consultant's Name}

_____
{Type name}

ATTEST: _____

My Commission Expires: _____
Notary

EXHIBIT "I"

PRIME CONSULTANT / CONTRACTOR EEV CERTIFICATION AND AGREEMENT

By executing this Certification and Agreement, the undersigned verifies its compliance with the, "Mississippi Employment Protection Act," Section 71-11-3 of the Mississippi Code of 1972, as amended, and any rules or regulations promulgated by the CITY, Mississippi Transportation Commission [MTC], Department of Employment Security, State Tax Commission, Secretary of State, Department of Human Services in accordance with the Mississippi Administrative Procedures Law (Section 25-43-1 et seq., Mississippi Code of 1972, as amended), stating affirmatively that the individual, firm, or corporation which is contracting with the CITY has registered with and is participating in a federal work authorization program* operated by the United States Department of Homeland Security to electronically verify information of newly hired employees pursuant to the Immigration Reform and Control Act of 1986, Pub.L. 99-603,100 Stat 3359, as amended. The undersigned agrees to inform the CITY if the undersigned is no longer registered or participating in the program.

The undersigned agrees that, should it employ or contract with any entity(s) in connection with the performance of this Agreement, the undersigned will secure from such entity(s) verification of compliance with the Mississippi Employment Protection Act. The undersigned further agrees to maintain records of such compliance and provide a copy of each such verification to the City, if requested, for the benefit of the City or this Contract.

_____

EEV* Company Identification Number [Required]

The undersigned certifies that the above information is complete, true and correct to the best of my knowledge and belief. The undersigned acknowledges that any violation may be subject to the cancellation of the contract, ineligibility for any state or public contract for up to three (3) years, the loss of any license, permit, certificate or other document granted by any agency, department or government entity for the right to do business in Mississippi for up to one (1) year, or both, any and all additional costs incurred because of the contract cancellation or the loss of any license or permit, and may be subject to additional felony prosecution for knowingly or recklessly accepting employment for compensation from an unauthorized alien as defined by 8 U.S.C §1324a(h)(3), said action punishable by imprisonment for not less than one (1) year nor more than five (5) years, a fine of not less than One Thousand Dollars ($1,000.00) nor more than Ten Thousand Dollars ($10,000.00), or both, in addition to such prosecution and penalties as provided by Federal law.

BY:_____ _____

Authorized Officer or Agent Date

_____ _____

Printed Name of Authorized Officer or Agent Title of Authorized Officer or Agent of Contractor /Consultant

SWORN TO AND SUBSCRIBED before me on this the _____ day of _____, 20____.

_____

NOTARY PUBLIC

My Commission Expires: _____

* As of the effective date of the Mississippi Employment Protection Act, the applicable federal work authorization program is E-Verify™ operated by the U. S. Citizenship and Immigration Services of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration.

SEYMOUR ENGINEERING

Civil Engineers & Professional Land Surveyors

December 4, 2025

Mr. Jeremy Harrison, P.E., Director
Department of Engineering
City of Gulfport
4050 Hewes Avenue
Gulfport, MS 39507

Re: Executed Contract Documents – City of Gulfport Engineering Master Services Agreement 2025

Dear Mr. Harrison:

Seymour Engineering sincerely appreciates the opportunity to continue our partnership with the City of Gulfport and is honored to be selected as one of the firms awarded the Engineering Master Services Agreement 2025. We are grateful for the City's confidence in our capabilities and remain fully committed to providing responsive, high-quality engineering services that support the City's infrastructure goals and long-term community growth.

Enclosed please find the fully executed contract documents, including all required exhibits and supporting materials. Should any additional information be needed, please do not hesitate to contact me directly.

We value the City's continued trust in Seymour Engineering and look forward to another successful term working together to advance Gulfport's infrastructure improvements.

Respectively submitted,
SEYMOUR ENGINEERING

Mark M. Seymour, Jr., P.E.
President/Principal

MMS/tmp

Enclosure

Memorandum

To: Mayor Hugh Keating and Members of the City Council

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

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

Date: December 5, 2025

Re: **Recommendation to Approve 2025 Master Services Agreements**

Attached for your consideration is the 2025 Master Services Agreements for the following Engineering Firms:

1. Covington Civil & Environmental, LLC
2. Neel Schaffer
3. Brown Mitchell & Alexander, Inc.
4. Seymour Engineering
5. Waggoner Engineering
6. Overstreet & Associates
7. Garver
8. Michael Baker International
9. Machado Patano Design Group
10. Engineering Xcellence

I recommend approval of this item.

Attachments:

1. 2025 Master Services Agreement
2. Cover Letters from Selected Firms

Office of the Director of Engineering | 4050 Hewes Avenue | Gulfport, MS 39507-3903
P: 228.868.5740 | E:jharrison@gulfport-ms.gov | www.gulfport-ms.gov

ENGINEERING MASTER SERVICES AGREEMENT
BETWEEN
THE CITY OF GULFPORT, MISSISSIPPI
AND

_____

THIS AGREEMENT, made and entered into this the ____ day of _____, 20___, at Gulfport, Mississippi, by and between the City of Gulfport, Mississippi, acting by and through its Mayor and City Council ("the Governing Authority") hereinafter referred to as "Owner" or "City" and _____, hereinafter "Contractor" or "Engineer", with its principal place of business at _____, for the purposes, and on the terms and conditions, and under the authority hereinafter set forth:

WITNESS THAT:

WHEREAS, the City of Gulfport, Mississippi, is a municipal corporation, organized and existing according to the laws of the State of Mississippi, and it is governed by its Mayor and City Council "Governing Authority"; and

WHEREAS, the City previously advertised for qualifications for Professional Engineering Firms to provide engineering services to the City on an as needed basis; and

WHEREAS, _____, submitted a response to the City's Request for Qualifications, which response is incorporated herein and attached hereto as included as Exhibit "A"; and

WHEREAS, based on the information submitted in response to the Request for Qualifications process, the City desires to enter into a Master Services Agreement with _____ to provide services on an as needed basis, which services are generally set out in Exhibit "B" and include, but are not limited to, preparing preliminary engineering reports, designing projects, providing surveying services, and preparing construction drawings; and

NOW THEREFORE, for and in consideration of the mutual promises and covenants contained herein and for other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, the City and Engineer do hereby contract and agree as follows:

ARTICLE I. SERVICES OF ENGINEER

Engineer understands and agrees that this Agreement is for possible work and does not guarantee or assure that any projects or work assignments will be assigned during the term provided herein. Possible services are set forth in Exhibit "B". Any work assignment under this Agreement shall define the specific scope of work and not to exceed amount and shall be issued on the enclosed "Work Assignment" form attached hereto as Exhibit "C". All work assigned shall become part of this Agreement and shall be subject to the terms and conditions provided herein.

Engineer shall be responsible for all services and materials required to fully perform and completed the assigned work and shall exercise a reasonable standard of conduct and care, according to the prevailing industry standards, in all work, complying with all Federal and State manuals, guides and specifications for work. The City reserves the right to enlarge or reduce the overall scope of services under this Agreement. Engineer may limit or refuse to accept work assignments under this Agreement. Any limitation or refusal must be issued to the City in writing within five (5) days of receipt of the assignment.

Within seven (7) days of receipt of the work assignment, Engineer shall furnish a proposed estimated cost and progress schedule. Project schedules shall include the anticipated time, proposed beginning and conclusion dates, and such intermediate dates as may be required to adequately monitor the progress of the assignment. To meet the needs of the City, the City reserves the right to request changes in the progress schedule. Return of Exhibit "C" to the Director of Engineer or Director of Public Works will be required before a Notice to Proceed is issued. **Engineer may not begin work on any assignment without receiving a Notice to Proceed from the City.**

ARTICLE II. CONTRACT TERM

The Agreement shall commence upon the latest date of execution and continue until June 30, 2029 at 11:59 P.M. Central Standard Time, at which time the Agreement shall automatically terminate. No new work shall be assigned or undertaken after June 30, 2029. Engineer shall complete any work assigned prior to June 30, 2029, with work not to exceed the termination or conclusion date identified by the specific assignment. During the term of this Agreement, the City reserves the right to terminate this Agreement in whole or in part, at any time, with or without cause, upon seven (7) days written notice to the Engineering.

ARTICLE III. RELATIONSHIP OF THE PARTIES

The relationship of the Engineer to the City is that of an independent contractor, and said Engineer, in accordance with its status as an independent contractor, covenants and agrees that it will conduct itself consistent with such status, that it will neither hold itself out as, nor claim to be, an officer or employee of the City by reason hereof. The Engineer will not by reason hereof, make any claim, demand or application or for any right or privilege applicable to an officer or employee of the City, including but not limited to workers' compensation coverage, unemployment insurance benefits, social security coverage, retirement membership or credit, or any form of tax withholding whatsoever.

ARTICLE IV. AVAILABILITY OF FUNDS

It is expressly understood and agreed that the obligation of the City to proceed under this Agreement is conditioned upon the availability of funds, the appropriation of funds by the City of Gulfport, and/or the receipt of state and/or federal funds. If, at any time, the funds anticipated for the fulfillment of this Agreement are not forthcoming or are insufficient, either through the failure of the City to provide funds or of the City to appropriate funds or the discontinuance or material alteration of the program under which funds were provided, or if funds are not otherwise available to the City for the performance of this Agreement, the City shall have the right, upon written notice to the Consultant to immediately terminate or stop work on this Agreement without damage, penalty, cost, or expense to the City of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.

ARTICLE V. COMPENSATION, BILLING AND AUDIT

A. Cost and Fees: Engineer shall be paid on a labor hour/unit cost basis, as set forth in Exhibit "D". **Without prior approval by the Governing Authority, total services provided under this agreement shall not exceed Two Hundred and Fifty Thousand Dollars ($250,000.00) per Work Assignment.** Under no circumstances shall the City be liable for any amounts expended or incurred by Engineer which exceed the maximum dollar amount of compensation.

B. Monthly Billing: Engineer may submit monthly billing statements to the City. A sample of the preferred invoice is attached hereto as Exhibit "E". Each statement shall include time expended and allowable expenses through the end of the billing period. Direct expenses included the cost of long distance telephone calls, testing and printing, if it is not company accounting policy to include the costs in overhead rates. City shall not reimburse for the cost of travel or shipping/mailing charges.

City reserves the right to verify time and expense records, related to work performed for the City, by audit of any or all Engineer's time and accounting records. Should the funding source require, Engineer agrees to allow the funding entity access to records for review. Records shall be available at all times during the period of the Agreement, and for a period of three years following.

Services rendered within a fiscal year (October 1-September 30), may require an invoice requesting payment for services within thirty (30) days of the end of the fiscal year. Should Engineer fail to present the invoice within the allotted time, payment may be delayed.

C. Progress Reports: Engineer shall provide the City monthly progress reports containing a narrative outline of work performed during the billing period, as well as a spreadsheet indicating the amount of progress for each designated assignment. Should the assignment be identified in "parts", the spreadsheet shall contain the progress for each part. A suggested format for Progress Reports is attached hereto as Exhibit "F". This provision shall not apply to any work assignment that is less than thirty (30) days in duration. At the request of the Engineer, the City may waive this requirement, which waiver shall be requested by, and responded to, in writing. Failure to provide progress reports may result in termination of the Agreement.

D. Final Payment: Requests for final payment shall be submitted to the City no later than forty-five (45) days following the completion and/or termination of the work assignment. The City reserves the right to reject any final invoice not timely received. Engineer shall clearly indicate on the last invoice for a work assignment that the payment sought is the "final payment". The Director of Engineering or the Director of Public Works shall confirm that the assignment is completed and ready to be closed, allowing payment of the final invoice. Under no circumstances will the total amount paid exceed the maximum not to exceed amount established for the work assignment.

Engineer agrees and accepts that receipt of final payment shall be in full and final settlement of all claims arising against the City for payment for work completed, materials furnished, cost incurred, or otherwise arising out of this Agreement and/or associated work assignments. In accepting the final payment, Engineer shall release the City from any and all further claims for payment, whether known or unknown, for and on account of the Agreement and/or associated work assignments, including payment for all work done, and labor and materials furnished in connection with the same. Failure to perform, to the satisfaction of the City, all terms of this Agreement and/or associated work assignments, which includes the Scope of Work identified herein, or the Engineer's failure to perform according to the prevailing industry standards, including standards of conduct and care, format and content, shall be corrected by the Engineer without any additional compensation.

E. In the event of termination of this Agreement, any just claims by the Engineer for payment of services rendered prior to the date of termination will be evaluated on a case by case basis. The City shall be liable only for the costs, fees and expenses for demobilization, if applicable, and close out of the Agreement, based on actual time and expenses incurred by Engineer in the packing and shipment of all documents covered by this Agreement. In no event shall the City be liable for lost profits or other consequential damages.

ARTICLE VI. COMPLIANCE WITH APPLICABLE LAW

Engineer shall observe and comply with applicable federal, state, and local laws, rules and regulations, policies and procedures, ordinances, and orders and decrees of bodies or tribunals of the United States of America or any agency thereof, the State of Mississippi or any agency thereof, and any local governments or political subdivisions, that are in effect at the time of the execution of this Agreement or that may later become effective. Engineer shall not discriminate against any employee, nor shall any party be subject to discrimination in the performance of this Agreement because of race, creed, color, sex, national origin, age or disability. Engineer shall execute any and all certifications required by

the City, without limitation a Certification of Compliance with Title VI of the Americans with Disabilities Act, as amended.

Engineer represents that it is in compliance with the Immigration Reform and Control Act of 1986 (Public Law 99-603), as amended, in relation to all employees performing work in the State of Mississippi and does not knowingly employ persons in violation of the United States immigration laws. The Engineer further represents that it is registered and participating in the Department of Homeland Security's E-Verify™ employment eligibility verification program, or successor thereto, and will maintain records of compliance with the Mississippi Employment Protection Act including, but not limited to, requiring compliance certification from all subcontractors and vendors who will participate in the performance of this Agreement and maintaining such certifications for inspection if requested. The Engineer acknowledges that violation may result in the following: (a) cancellation of any public contract and ineligibility for any public contract for up to three (3) years, or (b) the loss of any license, permit, certification or other document granted by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year, or (c) both. The Engineer also acknowledges liability for any additional costs incurred by the City due to such contract cancellation or loss of license or permit.

ARTICLE VII. COVENANT AGAINST CONTINGENT FEES, LOBBYING AND EMPLOYMENT OF CITY PERSONNEL

Engineer warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Engineer, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Engineer, any fee commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award or making of the Agreement. The Engineer warrants that it shall not contribute any money, gift or gratuity of any kind, either directly or indirectly to any employee of the City. For breach or violation of this warranty, the City shall have the right to terminate this Agreement without liability, and the Engineer shall forfeit any sums due hereunder at the time of such breach and may be barred from performing any future services for the City or participating in any future contracts with the City. Unless specifically authorized in writing by the City, Engineer shall not employ any person or persons in the employ of the City for any work required under the terms of this Agreement.

ARTICLE VIII. REVIEW OF WORK

During the term of this Agreement, authorized representatives of the City may, at all reasonable times review and inspect the services and work assignments, including all reports, drawings, studies, maps and computations prepared by and for the Engineer in connection with this Agreement. As applicable and/or as required under the work assignment, Engineer shall make services and work assignments available for review by authorized State or Federal representatives, including, but not limited to, the Federal Highway Administration, the Federal Emergency Management Agency, the Mississippi Emergency Management Agency, the Mississippi Department of Transportation, the Mississippi Department of Environmental Quality, the Mississippi Department of Health, and the Mississippi Department of Marine Resources. Inspection does not automatically make the inspecting entity a party to the Agreement.

Engineer shall be responsible for performance of and compliance with all terms of this Agreement and shall be responsible for correcting any errors and/or omissions, including those that relate to the conduct of care, format and content of material, professional quality and technical accuracy of all designs, drawings, specifications, and other services furnished by the Engineer that may be identified during or outside of a review. Any corrections necessary for compliance shall be at the Engineer's expense.

Any breach of contract, including, but not limited to deficiencies or errors and/or omissions in designs, plans, drawings, specifications , or other services, discovered by the City during the performance of the

work shall immediately be addressed by the Engineer. Engineer shall provide a written statement of proposed remedy no less than ten (10) days after the identification of the breach. Any work performed to remedy the breach shall be at the expense of the Engineer.

Any breach of contract, including, but not limited to deficiencies or errors and/or omissions in designs, plans, drawings, specifications , or other services, discovered by the City after final acceptance of the work shall, without additional compensation, be corrected by the Engineer. If Engineer fails, or is unable to correct, the City reserves the right to have the deficiencies corrected. Any costs incurred by the City for such corrections shall be the responsibility of the Engineer. City shall provide Engineer an opportunity to correct any identified breach unless:

1) The City determines, in its sole discretion, that the Engineer cannot cure the breach within the schedule established by the City; or

2) The City determines, in its sole discretion, that the Engineer cannot cure the breach to the satisfaction of the City.

ARTICLE IX. OWNERSHIP OF PRODUCTS, DOCUMENTS AND WORK

Engineer agrees that all reports, computer information and access, drawings, studies, notes, maps and other data, prepared by and for them under the terms of this Agreement shall be delivered to, become and remain in the property of the City upon creation and shall be delivered to the City upon termination or completion of work, or upon request of the City regardless of any claim or dispute between the parties. All such data shall be delivered within thirty (30) days of receipt of a written request by the City.

The Parties intend and agree that this Agreement is a contract for services and each party considers the products and results of the services to be rendered by the Engineer hereunder, including any and all material produced and/or delivered under this Agreement, to be a "work made for hire" under U.S. copyright and all applicable laws. Engineer acknowledges and agrees that the City owns all right, title, and interest in and to the Work including, without limitation, the copyright thereto and all trademark, patent, and all intellectual property rights thereto.

If for any reason the Work would not be considered a work made for hire under applicable law, or in the event this Agreement is determined to be other than a contract or agreement for a work made for hire, the Engineer does hereby transfer and assign to the City, and its successors and assigns, the entire right, title, and interest in and to any Work prepared hereunder including, without limitation, the following: the copyright and all trademark, patent, and all intellectual property rights in the Work and any registrations and copyright, and/or all other intellectual property, applications relating thereto and any renewals and extensions thereof; all works based upon, derived from, or incorporating the Work; all income, royalties, damages, claims, and payments now or hereafter due or payable with respect thereto; all causes of action, either in law or in equity, for past, present, or future infringement based on the copyrights and/or all other intellectual property; all rights, including all rights to claim priority, corresponding to the foregoing in the United States and its territorial possessions and in all foreign countries. The Engineer agrees to execute all papers and perform such other proper acts as the City may deem necessary to secure for the City or its designee the rights herein assigned.

The City may, without any notice or obligation of further compensation to the Engineer, publish, re-publish, anthologize, use, disseminate, license, or sell the Work in any format or medium now known or hereafter invented or devised. The City's rights shall include, without limitation, the rights to publish, re-publish, or license a third party to publish, re-publish, or sell the Work in print, on the World Wide Web, or in any other electronic or digital format or database now known or hereafter invented or devised, as a separate isolated work or as part of a compilation or other collective work, including a work different

in form from the first publication, and to include or license a third party to include the Work in an electronic or digital database or any other medium or format now known or hereafter invented or devised.

The Engineer shall obtain any and all right, title, and interest to all input and/or material from any third party sub-consultant, or any other party, who may provide such input and/or material to any portion of the Work so that said right, title, and interest, and all such interest in and to the Work including, without limitation, the copyright thereto and all trademark, patent, and all intellectual property rights thereto, shall belong to the City.

For any intellectual property rights currently owned by third parties or by the Engineer and not subject to the terms of this Agreement, the Engineer agrees that it will obtain or grant royalty-free, nonexclusive, irrevocable license(s) for or to the City at no cost to the City to use all copyrighted or copyrightable work(s) and all other intellectual property which is incorporated in the material furnished under this Agreement. Further, the Engineer warrants and represents to the City that it has obtained or granted any and all such licensing prior to presentation of any Work to the City under this Agreement. This obligation of the Engineer does not apply to a situation involving a third party who enters a license agreement directly with the City.

ARTICLE X. SUBLETTING, ASSIGNMENT OR TRANSFER

Neither this Agreement, nor any right or obligation hereunder may be assigned or transferred in whole or in part by Engineer without prior written consent of the City. Under no circumstance will Engineer be allowed to sublet more than sixty percent (60%) of the work required under this Agreement. Specific projects or phases of the work assigned under this contract may be sublet provided that the Engineer performs at least forty percent (40%) of the overall contract. Consent by the City to sublet a portion of the work shall not relieve Engineer from any of its obligations hereunder. Engineer is required to maintain full management responsibility throughout the duration of the Agreement. The City reserves the right to review all subcontract documents and agreements, including any subcontractor's cost estimates, entered into with respect to this Agreement.

ARTICLE XI. CONFIDENTIAL INFORMATION AND PRODUCTION OF DOCUMENTS

It is understood that from time to time confidential and/or privileged information may be shared. Engineer agrees not to disclose any privileged or confidential information unless (a) disclosure is authorized by the City in writing; (b) is reasonably required in connection with the fulfillment of the disclosing party's obligations hereunder and made only to the minimum extent necessary to carry out such obligations; (c) is information which had generally become known to the public other than through the disclosure thereof by the disclosing party or which is otherwise subject to disclosure under state or federal law and not within any exemption from such disclosure; (d) to any authorized attorney, accountant or other professional advisor of the disclosing party under confidentiality agreements and/or attorney-client or similar privilege; or (e) pursuant to any compulsory legal process.

Engineer agrees that it shall immediately refer any third party who requests information pertaining to the work under this Agreement. This Article shall not apply to information in whatever form that comes into the public domain, nor shall it restrict the Engineer from giving notices required by law or complying with an order to provide information or data when such order is issued by a court, administrative agency or other authority with proper jurisdiction, or if it is reasonably necessary for the Engineer to defend itself from any suit or claim. Any published finding, report or recommendation shall include the following provision:

The opinions, findings, and conclusions in this publication are those of the author(s) and not necessarily those of the CITY OF GULFPORT.

ARTICLE XII. STOP WORK ORDER

A. **Order to Stop Work.** The City may, by written order to the Engineer at any time, and without notice to any surety, require the Engineer to stop all or any part of the work called for by this Agreement. This order shall be for a specified period not exceeding thirty (30) days after the order is delivered to the Engineer unless the parties agree to any further period. Any such order shall be identified specifically as a stop work order issued pursuant to this clause. Upon receipt of such an order, the Engineer shall forthwith comply with its terms and take all steps to minimize the occurrence of costs allocable to the work covered by the order during the period of work stoppage. Before the stop work order expires, or within any further period to which the parties shall have agreed, the City shall either:

(1) cancel the stop work order; or

(2) terminate the work covered by such order according to the terms provided herein

B. **Cancellation or Expiration of the Order.** If a stop work order issued under this clause is canceled at any time during the period specified in the order, or if the period of the order or any extension thereof expires, the Engineer shall have the right to resume work. If the City decides that it is justified, an appropriate adjustment may be made in the delivery schedule. If the stop work order results in an increase in the time required for or in the Engineer's cost properly allocable to the performance of any part of this Agreement and the Engineer asserts a claim for such an adjustment within 30 days after the end of the period of work stoppage, an equitable adjustment in this Agreement may be made by written modification of this Agreement as provided by the terms of this Agreement.

C. **Termination of Stopped Work.** If a stop work order is not canceled and the work covered by such order is terminated, the Engineer may be paid for services rendered prior to the Termination. In addition to payment for services rendered prior to the date of termination, the City shall be liable only for the costs, fees, and expenses for demobilization and close out of this Agreement, based on actual time and expenses incurred by the Engineer in the packaging and shipment of all documents covered by this Agreement to the City. In no event shall the City be liable for lost profits or other consequential damages.

ARTICLE XIII. INSURANCE

Prior to commencement of work under this Agreement, Engineer shall obtain and furnish certificates of coverage, or any required documentation to evidence coverage, to the City for the following minimum amounts of insurance:

A. Workers Compensation Insurance as required by the State of Mississippi;

B. Comprehensive General Liability Insurance with a minimum combined limit of not less than One Million Dollars ($1,000,000.00) per occurrence, including coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, contractors protective, sudden and accidental pollution, products and completed operations, and coverage for other hazards;

C. Valuable Documents Insurance, whether as part of the property damage insurance referenced above or as separate insurance, in an amount sufficient to cover all costs associated with repairing, restoring, or replacing any documents kept or created by Engineer, as a part of the services, in the event of casualty to, or loss or theft of such documents;

D. Errors and Omissions Insurance in an amount not less than One Million Dollars ($1,000,000.00) per incident; One Million Dollars ($1,000,000.00) aggregate; and

E. Comprehensive Automobile Liability Insurance with a combined single limit for bodily injury and property damage of not less than One Million Dollars ($1,000,000.00) per incident with respect to the Engineer's owned, hired, or non-owned vehicles, assigned to or used in the performance of services.

The City shall be listed as a certificate holder or additional insured on any of the insurance required under this Agreement. Insurance identified herein shall be maintained in full force and effect by the Engineer throughout the duration of the Agreement, including any extra time for which ongoing work is completed. Should Engineer cease to carry the errors and/or omissions coverage provided herein, Engineer shall obtain "tail" or extension coverage at the same limits for a period of not less than three (3) years subsequent to policy termination or Agreement termination, whichever is longer.

In the event that the Engineer retains any subcontractor or other personnel to perform services or to carry out any activities under or incident to work on any work assigned as part of this Agreement, Engineer agrees to obtain from said subcontractor or other personnel, certificates of insurance demonstrating that said subcontractor or other personnel has all of the above coverage or sufficient coverage to cover their portion of the work. As an alternative, Engineer may include said subcontractor or other personnel within Engineer's coverage for the duration of the work assignment involving the subcontractor or other personnel. Should Engineer change carriers or policies for any insurance required herein, Engineer shall provider new certificates of coverage, as well as any retroactive coverage from the new carrier. If the Engineer fails to procure or maintain required insurance, the City may immediately terminate this Agreement.

ARTICLE XIV. RESPONSIBILITIES FOR CLAIMS AND LIABILITIES

Engineer, and its agents, servants, employees, and representatives agree to fully indemnify and hold harmless the City and its employees, agents, and officials with respect to and from and against any and all claims, demands, causes of actions, damages, including, but not limited to, any and all indirect, special, incidental, punitive, or consequential damages, injuries, fees, expenses, penalties, lawsuits, judgments, and orders, including without limitation, attorney's fees, which in any way arise out of or relate to any negligent, intentional, willful or grossly negligent acts of omission or commission of or attributed to Engineer and/or its agents, servants, employees, sub-contractors, officials, visitors, invitees, and/or guests. Engineer's obligations to indemnify and hold harmless, or at the City's option, participate and associate with the City in defense of any claim for damage, lien or suit and/or any related settlement negotiations shall be initiated by the City's Notice of Claim for Indemnification to the Engineer.

ARTICLE XV. CONTRACT DISPUTES

This Agreement shall be deemed to have been executed in Harrison County, Mississippi. Any claim or action brought by either party related to this Agreement shall be brought in a court of competent jurisdiction in Harrison County, First Judicial District. This Agreement shall be governed by the laws of the State of Mississippi and such Mississippi laws shall apply to the construction or enforcement of all provisions of this Agreement and to any action which may be brought pursuant thereto. Any right or remedy under this Agreement is cumulative, not exclusive, and is in addition to any other rights or remedies either provided in this Agreement or otherwise available at law or in equity. Failure to exercise or delay in exercising any rights shall not constitute a waiver in whole or in part of any such rights.

ARTICLE XVI. CONFLICT OF INTEREST

The Engineer covenants that no public or private interests exist and none shall be acquired directly or indirectly which would conflict in any manner with the performance of the Engineer's Agreement. The Engineer further covenants that no employee of the Engineer or of any sub-consultant, regardless of his/her position, is to personally benefit directly or indirectly from the performance of the services or from any knowledge obtained during the Engineer's execution of this Agreement.

ARTICLE XVII. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the City and the Engineer and no prior written or oral covenants or representations relating thereto and not set forth herein shall be binding on either party hereto. Any changes or amendments to this Agreement shall be approved by the Governing Authority in writing.

ARTICLE XVIII. WAIVER

The failure of either the City or the Engineer to enforce at any time or for any period of time any provision hereof shall not be construed to be a waiver of such provision of the right thereafter to enforce each and every provision. No waiver to this Agreement by either the City or the Engineer, either express or implied, or any breach of any term, condition or obligation of this Agreement shall be construed as a waiver of any subsequent breach of that term, condition or obligation or of any other term, condition or obligation of this Agreement.

ARTICLE XIX. SEVERABILITY

If any word, clause, sentence, paragraph, condition, provision, or term of this Agreement is or hereafter becomes legally unenforceable, the same shall be severed from this agreement, and all remaining provisions of this Agreement, shall be unaffected, and shall be interpreted in accordance with the express written intention of this Agreement.

ARTICLE XX. KEY PERSONNEL & DESIGNATED AGENTS

Engineer agrees that Key Personnel identified as assigned to this Agreement shall not be changed or reassigned without prior approval of the City or, if prior approval is impossible, then notice to the City and subsequent review by the City which may approve or disapprove the action. For purposes of implementing this section and all other sections of this Agreement with regard to notice, the following individuals are herewith designated as agents for the respective parties unless otherwise identified in the addenda hereto:

CITY:

For Contractual Matters:	For Technical Matters:
Jeremy R. Harrison, P.E. Director of Engineering 4050 Hewes Avenue Gulfport, Mississippi 39507 (228) 868-5740 (228) 868-5822 Fax Email: jharrison@gulfport-ms.gov	Same

or

J. Tyler Gentry Director of Public Works 4050 Hewes Avenue Gulfport, Mississippi 39507 (228) 868-5740 (228) 868-5822 (fax) Email: jgentry@gulfport-ms.gov	Same

ENGINEER:

For Contractual Matters:	For Technical Matters:

_____
_____
_____

IN WITNESS WHEREOF as duly authorized:

City of Gulfport

By: _____ Attest: _____
Mayor Clerk

Dated: _____, 20___

Engineer:

By: _____ Dated: _____, 20___

EXHBIT "A"

ENGINEER'S QUALIFICATIONS

EXHIBIT “B”

PROFESSIONAL SERVICES

Engineer shall provide a list of professional services offered by their firm.

EXHIBIT "C"

WORK ASSIGNMENT

WORK ASSIGNMENT NO. ___-___ 20__-__

PROJECT NUMBER: _____
CITY OF GULFPORT
HARRISON COUNTY

This Work Assignment is executed in accordance with the Master Services Agreement entered into by the City of Gulfport, Mississippi and _____, on the _____day of _____ 20___.

WHEREAS, each of said parties represents that it continues to have authority to execute this Work Assignment and that all certifications previously made in said Agreement remain in effect;

NOW THEREFORE, the parties hereto do further contract and agree to add the following items of work to the above Agreement under the additional terms and conditions as are hereinafter stated:

SPECIFIC SCOPE OF WORK FOR THIS WORK ASSIGNMENT OR PHASE

{{{{Insert specific Scope of Work for this Work Assignment}}}}
{{{{Make sure Termination is defined in the Work Assignment}}}}

WORK ASSIGNMENT TERM [No new Work Assignments shall be executed after _____ ***{Enter Master Contract Termination Date Here}___***.]

This WORK ASSIGNMENT shall be effective upon the latest date of execution hereof and continue until *_insert Work Assignment Termination date here____*, at 11:59 P.M. CDT. However, the Engineer may not begin work prior to receiving a Notice to Proceed.

DBE GOAL
The DBE goal established for this Work Assignment shall be ___ %.

KEY PERSONNEL

{{{{Designate project engineer and the Engineer's project representative here. Also include a list of any key personnel who are dedicated to this particular job by the CONSULTANT. }}}}

CITY PROJECT ENGINEER:

CONSULTANT PROJECT MANAGER:
(Certified as a Professional Engineer to do business in the State of Mississippi)

_____ _____

PROGRESS SCHEDULE

{{{{Attach at the end of "Exhibit C" the progress schedule, including a not to exceed date}}}}

MAXIMUM ALLOWABLE COST ***{Delete the other cost methods not used}***
Contract Maximums:

[Use for Labor Hour/Unit Cost Work Assignments]

Under no circumstances shall the amount payable by the City for this assignment exceed $_____ (Total of all Charges) without the prior written consent of both parties. The Labor Rates have been identified in Table 1: Rate Schedule for Labor Hours.

Table 1: Rate Schedule for Labor Hours

NAMES	LABOR CLASSIFICATION	RATE

Both parties hereto represent that they have authority to enter into Work Assignment No._____, as "Exhibit C" of the Agreement executed by and between the City and Engineer to which is now made a part of said Agreement.

SO EXECUTED AND AGREED THIS THE _____ DAY OF _____, _____.

City of Gulfport, Mississippi

_____
By:

WITNESS this my signature in execution hereof, this the _____ day of _____, 20__.

CONSULTANT NAME GOES HERE

_____
By:

ATTEST:_____

EXHIBIT "D"

FEES AND EXPENSES

The City shall pay the Engineer on an actual Labor Hour/Unit Cost Basis for the satisfactory completion of the Scope of Work set forth herein, for all salaries, payroll additives, overhead, direct costs and the Engineer's fixed fees attributable to a Work Assignment. The Engineer shall prepare an estimate for the specific work identified for the contemplated transportation improvement, and the City shall review and may approve this amount on a Work Assignment by Work Assignment basis using typical rates, and when acceptable issue the Notice to Proceed to the Engineer.

Actual costs as the term is used herein shall include all direct salaries, payroll additives, overhead and direct. Direct salaries are those amounts actually paid to the person performing the services which are deemed reasonably necessary by the City for the advancement of the Scope of Work. Overtime work is not contemplated by the Work Assignment. Accordingly, direct salaries chargeable to the Work Assignment shall not include any overtime premium. Salaries for officers, principals or partners shall not increase at a rate in excess of that for other employees. Payroll additives and overhead consist of employee fringe benefits and that part of Engineer's allowable indirect costs attributable to the Work Assignment.

Direct costs are those charges deemed reasonably necessary by the City for the successful completion of the Scope of Work which are charged directly to the Work Assignment and not included in overhead.

Fixed-fee as the term is used herein shall mean a dollar amount established to cover the Engineer's profit and business expenses not allocable to overhead for the successful completion of the Services.

Labor Hour as the term is used herein shall include all direct salaries, payroll additives, overhead, and profit. Unit-Costs, as the term is used herein shall include all direct costs and profit. Labor Hour/Unit-Costs are not subject to any adjustments on the basis of the Engineer's cost experience in performing the Work Assignment. The Labor Hour/Unit-Costs shall be paid based on the rates established in the Work Assignment

Each month, the Engineer shall submit OCR-484-C found on MDOT's website to the CITY along with the Invoice. This form certifies payments to all Subcontractors and shows all firms even if the Engineer has paid no monies to the firm during that estimate period (negative report).

If requested by City all labor charges for services must be substantiated by supporting data, i.e. certified time sheets, daily logs, check stubs, pay vouchers, etc.

Direct costs:

The City will reimburse the Engineer's printing, long distance phone calls, and testing for actual documented expenses. All Direct costs shall be substantiated with supporting documentation. Testing costs shall not exceed 2% of the construction costs and the CITY shall approve the testing agreement in advance of testing working being performed. All direct expenses will be reimbursed upon receipt of acceptable paid invoices.

Direct Salaries:

Direct salaries shall not exceed those amounts actually paid to an employee performing services reasonably necessary for the completion of the Scope of Work set forth under "Exhibit B" to this Agreement.

EXHIBIT "E"

SAMPLE INVOICE
[Labor-Hour/Unit Cost]

City of Gulfport, Mississippi
Attn:_____
_____
_____ Date:_____

Invoice No. 0000
Period _____, 20__ Through ____, 20__

PROFESSIONAL SERVICES IN ACCORDANCE WITH MASTER SERVICES AGREEMENT

Project No.. ___-___-____-____-____in Harrison County, Mississippi
Work Assignment: ____-_____ _____-_____
Engineer:_____

	Current Period	Previous Estimate	Total Allowed to Date
Labor Costs *	$	$	$
Direct Costs **	$	$	$
Project Total	$	$	$
Amount Due this Invoice			$

NOTE:

1. * PAYROLL ADDITIVES (INCLUDING ALL FRINGE BENEFITS & OVERHEAD)
2. THE ESTIMATED FCCM FOR COST PROPOSALS AND SUPPLEMENTAL AGREEMENTS MUST BE SPECIFICALLY IDENTIFIED AND DISTINGUISHED FROM THE OTHER COSTS. PROFIT/FEE SHALL NOT INCLUDE AMOUNTS APPLICABLE TO FCCM.
3. ** DIRECT COSTS (ATTACH SUPPORTING DATA)
4. THE CONSULTANT MAY USE ITS OWN INVOICE FORM SO LONG AS IT HAS BEEN APPROVED BY THE CONSULTANT SERVICES DIRECTOR. PRIOR TO SUBMISSION BY THE CONSULTANT SAID FORM SHOULD, AT A MINIMUM, CONTAIN THE ABOVE INFORMATION

SUPPORTING DATA (Sample Only)

Project No. 00-0000-00-000-00
County _____

Employee and Classification	Rate of Pay	Current Period Hours	Current Period Costs	Previous Period Costs	Costs to Date
John P. Public, Jr. Engineer	$0.00/hour	0.00	$0.00	$0.00	$0.00
John P. Public, Jr. Designer	$0.00/hour	0.00	$0.00	$0.00	$0.00
John P. Public, Jr. Technician	$0.00/hour	0.00	$0.00	$0.00	$0.00
SUBTOTAL	$0.00/hour	0.00	$0.00	$0.00	$0.00
TOTAL LABOR					
Direct Costs					
PROJECT TOTAL					

EXHIBIT "F"

PROGRESS REPORT

MONTHLY PROJECT STATUS REPORT
Reporting Period:
City Representative:
Consultant:
Project No.:
Project Description:
Work Completed:
Work Planned:
Issues to be Addressed:

Report Submitted by:_____ Date:_____

EXHIBIT "G"

NOTICE TO CONTRACTORS, FEDERAL AID CONTRACT COMPLIANCE WITH TITLE VI OF THE AMERICANS WITH DISABILITIES ACT, COPELAND ANTI-KICKBACK ACT, DAVIS BACON ACT, CONTRACT WORK HOURS AND SAFETY STANDARDS ACT, CLEAN AIR ACT, ENERGY POLICY AND CONSERVATION ACT, DISADVANTAGED BUSINESS ENTERPRISES ACT, WORKER VISIBILITY

During the performance of this Agreement, the Engineer, for itself, its assignees and successor-in-interest (hereinafter referred to as the "Engineer") agrees as follows:

1. Compliance with Regulations: The Engineer will comply with the Regulations of the City, relative to nondiscrimination in Federally-assisted programs of the U. S. Department of Transportation (Title 49, Code of Federal Regulations, Part 21, hereinafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of this Agreement.

2. Nondiscrimination: The Engineer, with regard to the work performed by it after award and prior to completion of the contract work, will not discriminate on the grounds of race, religion, color, sex, national origin, age or disability in the selection and retention of sub-consultants including procurement of materials and leases of equipment. The Engineer will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when this Agreement covers a program set forth in Appendix B of the Regulations. In addition, the Engineer will not participate either directly or indirectly in discrimination prohibited by 23 C.F.R. 710.405(b).

3. Solicitations for Subcontracts. Including Procurement of Materials and Equipment: In all Solicitations, either by competitive bidding or negotiation made by the Engineer for work to be performed under a subcontract, including procurement of materials or equipment, each potential sub-consultant or supplier shall be notified by the Engineer of the Engineer's obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, religion, color, sex, national origin, age or disability.

4. Anti-kick back provisions: All agreements and subcontracts for construction or repair shall include a provision for compliance with the Copeland "Anti-Kick Back" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR, Part 3). This Act provides that each consultant/contractor or sub-consultant/sub-contractor shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The Engineer shall report all suspected or reported violations to the City.

5. Davis Bacon Act: When required by the federal grant program legislation, all construction contracts awarded to contractors and subcontractors in excess of $2,000 shall include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 276a to a-7) and as supplemented by Department of Labor regulations (29 CFR, Part 5). Under this Act, contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less often than once a week.

6. Contract Work Hours and Safety Standards Act: Where applicable, all contracts awarded by contractors and subcontractors in excess of $2,000 for construction contracts and in excess of $2,500 for other contracts which involve the employment of mechanics or laborers shall include a provision for

compliance with sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor Regulations (29 CFR, Part 5). Under section 103 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1 1/2 times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction, safety, and health standards promulgated by the Secretary of Labor. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

7. Clean Air Act: Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clear Air Act (42 U.S.C. 1857 (h), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15) (Contracts and subcontracts in amounts in excess of $100,000).

8. Energy Policy and Conservation Act: Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163).

9. Disadvantaged Business Enterprises (DBE): It is the policy of the City to comply with the requirements of 49 C.F.R. 26, to prohibit unlawful discrimination, to meet its goal for DBE participation, to meet that goal whenever possible by race-neutral means, to create a level playing field, and to achieve that amount of DBE participation that would be obtained in an non-discriminatory market place. To meet that objective in any United States Department of Transportation assisted contracts, the City and the Engineer shall comply with the "Mississippi Department of Transportation's Disadvantage Business Enterprise Programs For United States Department Of Transportation Assisted Contracts".

Neither the Engineer, nor any sub-recipient or sub-consultant shall discriminate on the bases of race, color, national origin, or sex in the performance of this Agreement. The Engineer shall carry out applicable requirements of 49 C.F.R. 26 in the award and administration of United States Department of Transportation assisted contracts. Failure of the Engineer to carry out those requirements is a material breach of this Agreement which may result in the termination of this Agreement or such other remedies as the City deems appropriate.

10. Worker Visibility: All workers within the right-of-way of a Federal-aid highway who are exposed either to traffic (vehicles using the highway for the purposes of travel) or to construction equipment within the work area shall wear high-visibility safety apparel – personal protective safety clothing that is intended to provide conspicuity during both daytime and nighttime usage, and that meets the Performance Class 2 or 3 requirements of the ANSI/ISEA 107–2004 publication entitled ''American National Standard for High-Visibility Safety Apparel and Headwear" – for compliance with 23 CFR, Part 634.

EXHIBIT "H"

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS - Certification in accordance with Section 29.510 Appendix A, C.F.R. Vol. 53, No. 102, page 19210 and 19211:

(1) The CONSULTANT certifies to the best of its knowledge and belief that it and its principals:

(a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;

(b) have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or Agreement 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 (l)(b) of this certification: and

(d) have not within a three-year period preceding this application/proposal had one or more public transactions (federal, state or local) terminated for cause or default;

(e) has not either directly or indirectly entered into any agreement participated in any collusion; or otherwise taken any action in restraint of free competitive negotiation in connection with this Agreement.

(2) The Engineer further certifies, to the best of his/her knowledge and belief, that:

(f) No federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a member of Congress, an officer or employee of Congress, or employee of a member of Congress in connection with the awarding of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(g) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer of employee of Congress, or any employee of a member of Congress in connection with this Agreement, Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions will be completed and submitted.

The certification contained in (1) and (2) above is a material representation of fact upon which reliance is placed and a pre-requisite imposed by Section 1352, Title 31, U. S. Code prior to entering into this Agreement. Failure to comply shall be subject to a civil penalty of not less than $10,000 and not more than $100,000.00. The Engineer shall include the language of the certification in all subcontracts exceeding $25,000.00 and all sub-consultants shall certify and disclose accordingly.

I hereby certify that I am the duly authorized representative of the Engineer for purposes of making this certification, and that neither I, nor any principal, officer, shareholder or employee of the above firm has:

(a) employed or retained for commission, percentages, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above Engineer) to solicit or secure this agreement,

(b) agreed, as an express or implied condition for obtaining this Agreement, to employ or retain the services of any firm or person in connection with carrying out the agreement, or

(c) paid, or agreed to pay, to any firm, organization or person (other than a bone fide employee working solely for me or the above Engineer) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the agreement; except as herein expressly stated (if any).

I acknowledge that this Agreement may be furnished to the Federal Highway Administration, United States Department of Transportation, or any other applicable Federal or State Agency in connection with the Agreement involving participation of Federal-Aid Highway funds, and is subject to applicable state and federal laws, both criminal and civil.

SO CERTIFIED this_____ day of _____, 20__.

{Enter Consultant's Name}

_____
{Type name}

ATTEST: _____

My Commission Expires: _____
Notary

EXHIBIT "I"

PRIME CONSULTANT / CONTRACTOR EEV CERTIFICATION AND AGREEMENT

By executing this Certification and Agreement, the undersigned verifies its compliance with the, "Mississippi Employment Protection Act," Section 71-11-3 of the Mississippi Code of 1972, as amended, and any rules or regulations promulgated by the CITY, Mississippi Transportation Commission [MTC], Department of Employment Security, State Tax Commission, Secretary of State, Department of Human Services in accordance with the Mississippi Administrative Procedures Law (Section 25-43-1 et seq., Mississippi Code of 1972, as amended), stating affirmatively that the individual, firm, or corporation which is contracting with the CITY has registered with and is participating in a federal work authorization program* operated by the United States Department of Homeland Security to electronically verify information of newly hired employees pursuant to the Immigration Reform and Control Act of 1986, Pub.L. 99-603,100 Stat 3359, as amended. The undersigned agrees to inform the CITY if the undersigned is no longer registered or participating in the program.

The undersigned agrees that, should it employ or contract with any entity(s) in connection with the performance of this Agreement, the undersigned will secure from such entity(s) verification of compliance with the Mississippi Employment Protection Act. The undersigned further agrees to maintain records of such compliance and provide a copy of each such verification to the City, if requested, for the benefit of the City or this Contract.

_____

EEV* Company Identification Number [Required]

The undersigned certifies that the above information is complete, true and correct to the best of my knowledge and belief. The undersigned acknowledges that any violation may be subject to the cancellation of the contract, ineligibility for any state or public contract for up to three (3) years, the loss of any license, permit, certificate or other document granted by any agency, department or government entity for the right to do business in Mississippi for up to one (1) year, or both, any and all additional costs incurred because of the contract cancellation or the loss of any license or permit, and may be subject to additional felony prosecution for knowingly or recklessly accepting employment for compensation from an unauthorized alien as defined by 8 U.S.C §1324a(h)(3), said action punishable by imprisonment for not less than one (1) year nor more than five (5) years, a fine of not less than One Thousand Dollars ($1,000.00) nor more than Ten Thousand Dollars ($10,000.00), or both, in addition to such prosecution and penalties as provided by Federal law.

BY:_____ _____

Authorized Officer or Agent Date

_____ _____

Printed Name of Authorized Officer or Agent Title of Authorized Officer or Agent of Contractor /Consultant

SWORN TO AND SUBSCRIBED before me on this the _____ day of _____, 20____.

_____

NOTARY PUBLIC

My Commission Expires: _____

* As of the effective date of the Mississippi Employment Protection Act, the applicable federal work authorization program is E-Verify™ operated by the U. S. Citizenship and Immigration Services of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration.

WAGGONER

2510 14th Street, Suite 1200
Gulfport, MS 39501
228-206-1115

waggonereng.com

Jeremy R. Harrison, P.E.

Director of Engineering

City of Gulfport

4050 Hewes Avenue

Gulfport, Mississippi 39507

December 4, 2025

Re: Return of Executed Master Service Agreement for Professional Engineering Services

Dear Mr. Harrison,

On behalf of Waggoner Engineering, Inc., thank you for the opportunity to continue supporting the City of Gulfport through the Professional Engineering Services Master Service Agreement. We are grateful for the City's confidence in our team and remain committed to providing responsive, high-quality engineering services that advance Gulfport's infrastructure and community priorities.

Enclosed please find three (3) partially executed original agreements, as requested. Upon Council approval on December 16, 2025, Waggoner will be prepared to begin work immediately upon receipt of future Work Assignments and associated Notices to Proceed.

Our organization looks forward to being a trusted extension of the City's engineering staff—delivering solutions that are efficient, funding-aligned, technically sound, and beneficial to the citizens of Gulfport.

If any questions arise or additional documentation is needed, please do not hesitate to contact me directly.

Always Forward,

Carlos Bell

Area Manager

Carlos.Bell@waggonereng.com

Memorandum

To: Mayor and Members of the City Council

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

From: Stephen E. Newell, Director, Department of Information and Technology Management

Date: 12/2/2025

Re: **Cityworks Respond (AMS)**

Summary:
Request Council approval to add **Respond (AMS)** to the City's existing **Cityworks Enterprise License Agreement (ELA)** and to approve the associated pro-rated current-year charge and upcoming renewal.

Financial Impact (per vendor quote):

- **Product:** Cityworks **Respond (AMS)**
- **Prorated Current Year: $2,123.29** for **12/31/2025 – 01/31/2026**
- **Next Renewal (02/01/2026 – 01/31/2027): $61,663.59**
- **Note on Increase:** The prior period renewal reflected **$36,663.59** (02/01/2025 – 01/31/2026). The upcoming renewal represents a **$25,000.00** increase associated with adding Respond (AMS).

Recommendation:
Approve the addition of **Respond (AMS)** under the City's existing Cityworks ELA and **authorize Mayor Hugh Keating** to execute the vendor quote Q-44607-1.

Stephen E. Newell, Director, Department of Information and Technology Management
P.O. Box 1780 | Gulfport, MS 39502 | 1410 24th Ave | Gulfport, MS 39501
P: 228.868.5734 | E: snewell@gulfport-ms.gov | www.gulfport-ms.gov

Cityworks
A TRIMBLE COMPANY

Azteca Systems, LLC - Cityworks
5475 Kellenburger Road
Dayton, OH 45424

Quote Number	Q-44607-1
Created Date	10/1/2025
Expiration Date	12/30/2025

Contact Information

Contact Name:		Prepared By Name:	Joe Rubisch
Customer:	Gulfport (MS), City of	Prepared By Phone:	(801) 523-2751
Contact Address:	1422 23rd Avenue Gulfport, MS 39501		

Quote Lines

Product Name	Quantity/ Population	Net Unit Price
Respond - AMS	1.00	USD 2,123.29
	TOTAL:	USD 2,123.29

Notes

Year 1 Dollar Value	USD 2,123.29	Year 1 Date Range	12/31/2022 - 01/31/2026*
Year 2 Dollar Value	USD 61,663.59	Year 2 Date Range	02/01/2026 - 01/31/2027

Notes:

Quote adds Respond to Current AMS licensing.

Update License:
Server AMS Custom Enterprise License Agreement (ELA), Includes Unlimited Quantities of the Identified Products:
Office
Tablet

--Includes the following Add-ons:
Storeroomi
Cityworks Analytics
Citizen Engagement API
CCTV Interface for PACP
Local Government Templates (LGT)

Annual fee herein is based on 50,001 to 100,000 population range

*Fee for Year 1 reflects products added at $25,000.00/year and is pro-rated for a period of 12/31/2025 - 01/31/2026. Current Renewal Amount of $36,663.59 for period 02/01/2025 - 01/31/2026 has previously been paid.

-

DISCLAIMER–
PLEASE BE ADVISED THAT THE PRODUCTS ASSOCIATED WITH THIS QUOTE MAY NO LONGER BE SUBJECT TO ENHANCEMENTS OR MAINTENANCE. WE URGE YOU TO CONSULT THE COMMUNICATION SENT OUT CONCERNING UPDATES TO CITYWORKS SOFTWARE SUPPORT & YOUR PATH FORWARD AND SUNSETING. THE PRICE INDICATED HEREIN SHALL CONSTITUTE THE RENEWAL RATE OFFERED UNDER YOUR CURRENT AGREEMENT AS AMENDED BY THIS KEY COMMUNICATION. A COPY OF THE COMMUNICATION CAN BE PROVIDED TO YOU UPON REQUEST. YOU ARE URGED TO REVIEW THIS QUOTE THOROUGHLY AND ASSESS ANY NECESSARY ADJUSTMENTS TO YOUR SUBSCRIPTION. SHOULD

THERE BE ANY INQUIRIES OR A NEED FOR FURTHER ASSISTANCE, PLEASE CONTACT US PROMPTLY. WE APPRECIATE YOUR UNDERSTANDING AND CONTINUED PARTNERSHIP.

Terms and Conditions

Payment Terms
Payment due within 30 days

IF YOUR ORGANIZATION REQUIRES A PURCHASE ORDER, PLEASE CONTACT YOUR FINANCE DEPARTMENT TO BEGIN THE APPROVAL PROCESS TO AVOID PAYMENT DELAYS.

All quotations are valid for ninety-days (90) from the date above, unless otherwise stated in this quotation form. All prices quoted are in USD, unless specifically provided otherwise, above. These prices and terms are valid only for items purchased for use and delivery for the Customers listed above.

Unless otherwise referenced, this quotation is for the Cityworks software products referenced above only. Pricing for implementation services (installation, configuration, training, etc.), or other software applications is provided separately and upon request.

The procurement, installation and administration of the Esri software or any other third-party software utilized in conjunction with Cityworks will be the responsibility of the Customer.

For "on-prem" installations, the procurement, installation and administration of the RDBMS utilized in conjunction with Cityworks will be the responsibility of the Customer. Currently, Cityworks supports Oracle and SQL Server. The procurement, installation and administration of the infrastructure
(hardware and networking) utilized in conjunction with Cityworks will be the responsibility of the Customer.

This quotation and the pricing information herein is confidential and proprietary and may not be copied or released other than for the express purpose of the current system Software and Product selection and purchase. This information may not be given to outside parties or used for any other purpose without written consent from Azteca Systems, LLC or unless otherwise specifically permitted by law. If a "public access" or similar request is made, Customer, shall notify Azteca Systems, prior to any disclosure.

Software Licensing
All Azteca Systems software offered in this quotation are commercial off-the-shelf (COTS) software developed at private expense, and is subject to the terms and conditions of the signed "Cityworks Software License and Maintenance Agreement" ("Agreement") and any and all addendums or amendments thereto. A fully executed copy of the Agreement and any addendum(s) is required before delivery and installation and usage of the software is subject to the terms of the current license agreement.

The terms and conditions of the executed Cityworks Software License Agreement apply to this Quote unless otherwise specifically stated herein. Any additional or conflicting terms set forth in any purchase orders, invoices, or other standard form documents exchanged during the ordering process, other than product descriptions, quantities, pricing, and dates are void and of no effect.

Delivery method is by way of download through Azteca Systems, LLC. customer support web portal.

Taxes
Prices quoted do not include any applicable state, sales, local, or use taxes unless so stated. In preparing your budget and/or Purchase Order, please allow for any applicable taxes, including, sales, state, local or use taxes as necessary. Azteca Systems reserves the right to collect any applicable sales, use or other taxes tax assessed by or as required by law. Azteca Systems reserves the right to add any applicable tax to the invoice, unless proof with the order is shown that your organization or entity is tax exempt or if it pays any applicable tax directly.

International Customers
These items are controlled by the U.S. government and authorized for export only to the country of ultimate destination for use by the ultimate consignee or end-user(s) herein identified. They may not be resold, transferred, or otherwise disposed of, to any other country or to any person other than the authorized ultimate consignee or end-user(s), either in their original form or after being incorporated into other items, without first obtaining approval from the U.S. government or as otherwise authorized by U.S. law and regulations.

Your signature indicates your acceptance of this Quote, and that you have read and accepted the Terms and Conditions set forth above.

_____

Accepted by:

_____

Title

_____/_____/_____

Date

Memorandum

To: Mayor and Members of the City Council

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

From: Stephen E. Newell, Director, Department of Information and Technology Management

Date: 12/16/2025

Re: **Motorola Rave Alert – Renewal Authorization**

Summary:
This item requests approval to renew Rave Alert, the City's existing emergency mass notification service used to send urgent messages to residents and staff. The attached Motorola Solutions ordering document (Order Q-54105) covers a 12-month term (2/1/2026–1/31/2027) with an annual cost of $17,000.08.

Recommendation:
Authorize Mayor Hugh Keating to sign the attached Motorola Solutions Rave Alert renewal (Order Q-54105) on behalf of the City of Gulfport.

Attachment:
Motorola Solutions Ordering Document – "Motorola -Gulfport Renewal 2026.docx"

Stephen E. Newell, Director, Department of Information and Technology Management
P.O. Box 1780 | Gulfport, MS 39502 | 1410 24th Ave | Gulfport, MS 39501
P: 228.868.5734 | E: snewell@gulfport-ms.gov | www.gulfport-ms.gov

Ordering Document

Order #: Q-54105
Date: 12/3/2025

MOTOROLA SOLUTIONS

PLEASE REMITT TO:

Motorola Solutions, Inc.
13104 Collections Center Drive
Chicago, IL 60693
Marla.green@motorolasolutions.com

End Customer: Ship
City Of Gulfport
INFORMATION SYSTEMS 2ND FLOOR
1422 23RD AVE
Gulfport, Mississippi 39501
United States

Bill To

City Of Gulfport
INFORMATION SYSTEMS 2ND FLOOR
1422 23RD AVE
Gulfport, Mississippi 39501
United States

SALESPERSON	EMAIL	PAYMENT METHOD
Chris Leonard	Chris.leonard@motorolasolutions.com	Net 30

INITIAL SUBSCRIPTION TERM:	12.0 month term beginning 2/1/2026-1/31/2027

12.0 month from February 1, 2026 through January 31, 2027

Description	Quantity	Unit Price	Rave's Cost to Reseller
MSI Rave Alert External Bundle	1.00	$0.00	$0.00
		Annual Cost:	**$17,000.08**
		Total Contract Value: *(To be paid in the amount of $17,000.08 per year)*	**$17,000.08**

This quote is non-binding. Prices are subject to change.

TERMS AND CONDITIONS

RAVE ALERT
No additional fees shall be payable to Motorola for Rave Alert messages manually sent for immediate delivery by a Management Console user via the Emergency SMS Profile. The Rave Alert annual subscription fee also includes unlimited messaging via Email, Social Media, App Push, RSS, or Outbound CAP delivery modes. The delivery of Voice, SMS via 10DLC, or SMS via Web Service messages initiated via the Rave API Toolkit, the Inbound CAP API, or scheduled for future delivery from within the Management Console, may be subject to additional fees. Unless specifically addressed in this or another Ordering Document, additional per message fees ($0.03 per SMPP or Web Service SMS message, $0.08 per Voice Message) are billed quarterly in arrears for message quantities greater than 10,000 messages per month or 1 message per registered user per month, whichever is greater. Rave Voice messaging fees apply to voice calls made within and to the contiguous continental United States. International and long-distance rates apply for other calls. Motorola reserves the right to audit Customer's usage for compliance with message quantities purchased and used.

Motorola Solutions, Inc.

Signature: _____ **Date:** _____

Name (Print): _____ **Title:** _____

City Of Gulfport

Signature: _____ **Date:** _____

Name (Print): _____ **Title:** _____

Billing Contact Information

First Name: _____ **Last Name:** _____

Email: _____ **Phone:** _____

Please sign and email to Marla.Green@motorolasolutions.com

THANK YOU FOR YOUR BUSINESS!

Memorandum

To: Mayor and Members of the City Council

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

From: Stephen E. Newell, Director, Department of Information and Technology Management

Date: 12/2/2025

Re: **Authorize Two-Year NEOGOV Renewal – Core HR & Time and Attendance**

I respectfully request Council authorization for **Mayor Hugh Keating** to execute the attached **NEOGOV two-year renewal** for Core HR and Time & Attendance services.

Summary

- **Vendor:** NEOGOV
- **Order:** Q-429453 (Two-Year Term)
- **Term:** March 28, 2026 – March 27, 2028 (invoiced annually)
- **Scope:** Core HR and Time & Attendance for City staff
- **Year 1 Total (3/28/2026–3/27/2027):** $49,067.78
- **Year 2 Total (3/28/2027–3/27/2028):** $50,264.55
- **Payment Terms:** Net 60; annual advance billing per order

The renewal ensures uninterrupted access to the City's HR information system and timekeeping platform, supporting payroll accuracy, policy compliance, and efficient personnel administration.
.

Recommendation:
Authorize **Mayor Hugh Keating** to sign the attached **NEOGOV Order Q-429453** for the two-year renewal term.

Stephen E. Newell, Director, Department of Information and Technology Management
P.O. Box 1780 | Gulfport, MS 39502 | 1410 24th Ave | Gulfport, MS 39501
P: 228.868.5734 | E: snewell@gulfport-ms.gov | www.gulfport-ms.gov

t 800.749.5104
2120 Park Pl. Suite 100
El Segundo, CA 90245

THIS IS NOT AN INVOICE

Contract Records		Order Details	
Account Number:	A-618773	**Order #:**	Q-429453
Customer:	Gulfport, City of (MS)	**Valid Until:**	2/26/2026
Effective Employee Count:	550		
Sales Rep:	Salesforce Administrator		

Customer Contact			
Billing Contact:	Gulfport, City of (MS) Mark Walters	**Shipping Contact :**	Gulfport, City of (MS) Stephen Newell
Billing Address:	1410 24th Avenue Gulfport, MS 39501	**Shipping Address:**	1410 24th Avenue Gulfport, MS 39501
Billing Contact Email:	mwalters@ohr.wisc.edu	**Shipping Contact Email:**	snewell@gulfport-ms.gov
Billing Phone:	6088903888	**Shipping Phone:**	2288685734

Payment Terms

Payment Term: Net 60
PO Number:
Notes: Option for 2-year term

Subscription Service

March 2026

Item	Type	Start Date	End Date	Qty.	License Type	Total (USD)
Time & Attendance Subscription	Recurring	3/28/2026	3/27/2027	99	Employee Based	$17,395.28
Core HR Subscription	Recurring	3/28/2026	3/27/2027	99	Employee Based	$31,672.50
					March 2026 TOTAL:	$49,067.78

March 2027

Item	Type	Start Date	End Date	Qty.	License Type	Total (USD)
Time & Attendance Subscription	Recurring	3/28/2027	3/27/2028	99	Employee Based	$17,819.55
Core HR Subscription	Recurring	3/28/2027	3/27/2028	99	Employee Based	$32,445.00
					March 2027 TOTAL:	$50,264.55

This price does NOT include any sales tax. Total in USD

Additional Terms and Conditions

License Terms: Enterprise license denotes that Customer has purchased an enterprise wide license up to the employee count specified above. User based license denotes that Customer has purchased the number of licenses set forth in the quantity column. Item count denotes the number of items that Customer has licensed as set forth in the quantity column.

Payment Terms: All invoices issued hereunder are **due upon the invoice due date**. If the Order is for a period longer than one year, the fees for the first period shown shall be invoiced immediately and the fees for future years/periods shall be invoiced annually in advance of each 12 month period shown on the Order, but regardless of the billing cycle, Customer is responsible for the fees for the entire Order. The fees set forth in this Service Order are exclusive of all applicable taxes, levies, or duties imposed by taxing authorities and Customer shall be responsible for payment of

any such applicable taxes, levies, or duties. All payment obligations are non-cancellable, and all fees paid are non-refundable. Payment for services ordered hereunder shall be made to Governmentjobs.com, Inc., (D/B/A NEOGOV).

Terms & Conditions: This Order Form creates a legally binding contract on the parties. Unless otherwise agreed in a written agreement between GovernmentJobs.com, Inc. (D/B/A/ NEOGOV), parent company of PowerDMS, Inc., Cuehit, Inc., Ragnasoft LLC (D/B/A/ PlanIT Schedule), and Design PD, LLC (D/B/A Agency360) (collectively, "**NEOGOV**") and Customer, this Order Form and the services to be furnished pursuant to this Order Form are subject to the terms and conditions set forth here: https://www.neogov.com/service-specifications. The Effective Date (as defined in the terms and conditions) shall be the Subscription Start Date.

Special Condition:

Your signature below constitutes acceptance of terms herein and contractual commitment to purchase the items listed above.

Accepted and Agreed By Authorized Representative of:
Gulfport, City of (MS)

Signature: _____

Printed Name: _____

Title: _____

Date _____

THE INFORMATION AND PRICING CONTAINED IN THIS ORDER FORM IS STRICTLY CONFIDENTIAL.

There came on for consideration at a duly constituted meeting of the Mayor and Members of the City Council of the City of Gulfport, Mississippi, held on the ___ day of _____, 2025, the following Resolution:

A RESOLUTION BY THE GULFPORT CITY COUNCIL TO AUTHORIZE AN EXPENDITURE FOR ADVERTISING AND BRINGING INTO FAVORABLE NOTICE THE OPPORTUNITIES, POSSIBILITIES AND RESOURCES OF THE CITY OF GULFPORT IN CONNECTION WITH THE ANNUAL WREATHS ACROSS AMERICA PROGRAM, AND FOR RELATED PURPOSES

WHEREAS, Wreaths for Biloxi National Cemetery is a charitable/tax exempt organization dedicated to ensuring that, each year, every grave at the Biloxi National Cemetery is covered with a wreath and bow during the holiday season; and

WHEREAS, the annual work is pursued to ensure that the close to 25,000 veterans and their spouses are remembered during the holidays with a fresh wreath and bow; and

WHEREAS, the City of Gulfport will receive advertising thru the advance promotion of and press coverage afforded the Wreaths Across America event each year; and

WHEREAS, the Governing Authority of the City of Gulfport is of the opinion that the City of Gulfport benefits from such advertising by having an opportunity to promote the City of Gulfport to individuals from around the area; and it finds that pursuant to the authority of Miss. Code Ann. § 17-3-1 and Miss. Code Ann. § 17-3-3 that an expenditure in the amount of $5,000.00, in support of Wreaths for Biloxi National Cemetery and its endeavor to remember our veterans/spouses at the holiday season, serves the purposes of advertising and bringing into favorable notice the opportunities, possibilities and resources of the municipality, and shall constitute a form of advertising or publicity that will be helpful toward advancing the moral, financial and other interests of the City of Gulfport.

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

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

SECTION 2. That the City of Gulfport, by and through its Mayor, is hereby authorized to expend municipal funds, via special check which is hereby authorized, in the amount of $5,000.00 to the Wreaths for Biloxi National Cemetery in support of the Wreath Laying Project at the Biloxi National Cemetery and to advertise the City of Gulfport as further set forth herein.

The above and foregoing Resolution, after having been first reduced to writing, was introduced by Councilmember ____, seconded by Councilmember ____, and was adopted by the following roll call vote:

YEAS: **NAYS:** **ABSENT:**

WHEREUPON the President declared the motion carried and the Resolution adopted, this the ____ day of _____, 2025.

(SEAL)

ATTEST: **ADOPTED:**

_____ _____

Clerk of Council **President**

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the ____ day of _____, 2025.

APPROVED:

_____

Mayor

Harrison County Career and Technical Center
15600 School Road, Gulfport, MS 39503
Phone: (228) 832-6652 Fax: (228) 539-5965
Willam Benz, Superintendent of Education Preston Necaise, Director

Re: Invoice
Date 10/13/26

To Whom it may concern,

Thanks for the allotment of $3500.00 from the City of Gulfport for FY 2026 for the Harrison County Career and Technical Center.

Please send check as follows.

HCCTC

Attention: Lester Dempsey

15600 School Rd,

Gulfport, MS 39503

Thanks for all you do.

Sincerely,

Lester Dempsey

Lester Dempsey

Engineering Instructor/ TSA Advisor

Empowering Excellence in Everyone

Harrison County Career and Technical Center does not discriminate on the basis of race, color, religion, national origin, sex or handicaps.

SECOND STREET SOCIAL CLUB

711 2nd Street
Gulfport, MS 39501

December 1, 2025

Dear Mayor Keating and Members of the Gulfport City Council:

The Second Street Social Club is requesting $1,000 for its 5th annual Mardi Gras Parade and Concert to be held on February 15th, 2026, on 2nd Street in Gulfport, MS. The funds we are requesting are to promote the assets and resources of the City of Gulfport, where this very old and unique part of the 2nd largest city in the State of MS. is located. Your assistance last year was extremely beneficial in establishing this family-oriented event that shows Gulfport as a destination for Mardi Gras and tourism in South Mississippi. We appreciate your support and know you want to continue promoting the assets and resources to strengthen tourism and visitor numbers, especially during the slower months in early 2026.

Our event is inclusive for all to enjoy and continues to highlight the many local people and businesses that participate to make this unique and special Mardi Gras attraction.

Sincerely,

Matt McDonnell,
Second Street Social Club
711 2nd St
Gulfport, Ms. 39501

Billy Ruble,
Second Street Social Club
1732 2nd St.

There came on for consideration at a duly constituted meeting of the Mayor and Members of the City Council of the City of Gulfport, Mississippi, held on the _____ day of _____, 2025, the following Resolution:

A RESOLUTION BY THE GULFPORT CITY COUNCIL TO AUTHORIZE AN EXPENDITURE FOR ADVERTISING AND BRINGING INTO FAVORABLE NOTICE THE OPPORTUNITIES, POSSIBILITIES AND RESOURCES OF THE CITY OF GULFPORT IN CONNECTION WITH THE SECOND STREET SOCIAL CLUB'S ANNUAL MARDI GRAS PARADE, AND FOR RELATED PURPOSES

WHEREAS, the Second Street Social Club, is an _____ organization, that was reportedly established, in part, to bring an additional, family-friendly Mardi Gras Parade to the streets of the City of Gulfport, and which organization has organized and overseen such a Mardi Gras parade occurring within the City of Gulfport the past four (4) consecutive years; and

WHEREAS, the Second Street Social Club reports that its 2026 Mardi Gras Parade will be the Club's 5th parade, with approximately 10,000 people expected to attend, and will be held on February 15, 2026, along Second Street, one of Gulfport's oldest residential streets; and

WHEREAS, the City of Gulfport desires to support the work of the Second Street Social Club by being a sponsor of the 2026 Mardi Gras Parade in the amount of $1,000.00; and

WHEREAS, the City of Gulfport will receive advertising thru the advance promotion of and press coverage afforded the annual Mardi Gras Parade of the Second Street Social Club; and

WHEREAS, the Governing Authority of the City of Gulfport is of the opinion that the City of Gulfport benefits from such advertising by having an opportunity to promote the City of Gulfport to individuals from around the area; and it finds that pursuant to the authority of Miss. Code Ann. § 17-3-1 and Miss. Code Ann. § 17-3-3 that an expenditure in the amount of $1,000.00, in support of the Second Street Social Club's 2026 Mardi Gras Parade, to be held on February 15, 2026, serves the purposes of advertising and bringing into favorable notice the opportunities, possibilities and resources of the municipality, and shall constitute a form of

advertising or publicity that will be helpful toward advancing the moral, financial and other interests of the City of Gulfport.

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

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

SECTION 2. That the City of Gulfport, by and through its Mayor, is hereby authorized to expend municipal funds in the amount of $1,000.00 to the Second Street Social Club in support of its 2026 Mardi Gras Parade and to advertise the City of Gulfport as further set forth herein and further authorize payment of the same via credit card and/or special check, as needed.

The above and foregoing Resolution, after having been first reduced to writing and read by the Clerk, was introduced by _____, seconded by _____, and was adopted by the following roll call vote:

AYES	**NAYS**	**ABSENT**

WHEREUPON, the President declared the motion carried and the Resolution adopted this the _____ day of _____, 2025.

(SEAL)

ATTEST: **ADOPTED:**

_____ _____

CLERK OF THE COUNCIL **PRESIDENT**

The above and foregoing Resolution was submitted to and approved by the Mayor, this the _____ day of _____, 2025.

APPROVED:

_____

MAYOR

INVOICE

Invoice #: TCSP-NOV01-2025

INVOICE TO

The City of Gulfport
2309 15th St.
Gulfport, Ms. 39501

COMPANY DETAILS

The Community Saved Project INC
Address: 13399 Spring Water Dr.
Gulfport, MS. 39503
Email: TheCommunitySavedProject@gmail.com
Web: https://tcspyouthleague.com
Phone: (228)697-3858

Total Amount Requested: $1,000

BANK DEPOSIT INFO

Invoice Payable to: The Community Saved Project

Routing Number: 065503681

Checking Account Number: 072030241

~~*Garreth* Barber~~
Garreth Barber

There came on for consideration at a duly constituted meeting of the Mayor and Members of the City Council of the City of Gulfport, Mississippi, held on the _____ day of _____, 2025, the following Resolution:

A RESOLUTION BY THE GULFPORT CITY COUNCIL AUTHORIZING THE MAYOR AND OTHER NECESSARY OFFICIALS OF THE CITY TO SUBMIT APPLICATION TO THE MISSISSIPPI DEPARTMENT OF PUBLIC SAFETY SEEKING GRANT FUNDING PURSUANT TO THE LAW ENFORCEMENT OFFICER 2025-2026 MATCHING GRANT PROGRAM, AND FOR RELATED PURPOSES

WHEREAS, the City of Gulfport, Mississippi, is a municipal corporation chartered under the laws of the State of Mississippi; and

WHEREAS, the Mississippi Department of Public Safety (MDPS) administers the "Law Enforcement Officer Grant Program" and MDPS is currently seeking applications from law enforcement departments for grants for 2025-2026 and which program provides grant funding for qualifying projects that fit within the scope of this program, with condition that the grant recipient(s) provide matching funds up to 50% of the amount of the grants awarded; and

WHEREAS, the Gulfport Police Department seeks permission to apply for grant funds under this program to go toward acquiring up to six (6) fully-outfitted police vehicles, with approval to incur and expend up to fifty percent (50%) of the amount of the total grant award in City funds to go toward this program and for this use (as matching grant monies); and

WHEREAS, as set out in the December 8, 2025, Memo from the City's Deputy Police Chief attached hereto as Exhibit "A," the total value of this grant, if fully awarded, could result in the City and its Police Department being able to utilize over $300,000, with the City only being required to contribute fifty (50%) of this amount, and which would equate to a significant savings in terms of municipal resources, and for the purchase of fully-outfitted police vehicles that the Police Department needs.

WHEREAS, it is the desire of the Governing Authority of the City to authorize and direct the Mayor, City Engineer, and other necessary officials of the City to execute and submit such documents and applications as are required to apply for and obtain such funding through The Mississippi Gulf Coast Restoration Fund (GCRF) Grant Program, administered by the Mississippi Development Authority, all in accordance with law.

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

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

SECTION 2. That the Mayor, Police Chief and his Deputy Commander (as set out in the attached Memo), and other necessary officials of the City are hereby authorized to execute and submit such documents and applications as are required to apply for and obtain grant funding through the MDPS Law Enforcement Officer Program for 2025-2026 for purposes as described herein, for and on behalf of the City of Gulfport, and the City is hereby authorized to expend, incur, or contribute up to fifty percent (50%) of the total amount of any grant awarded in municipal funds, not to exceed $200,000, with such monies to come from _____.

SECTION 3. That this Resolution be and it is hereby ordered to be spread on the minutes of the Governing Authority and to be in full force and effect immediately upon its adoption and enactment according to law.

The above and foregoing Resolution, after having been first reduced to writing, was introduced by _____, seconded by _____, and was adopted by the following roll call vote:

AYES	**NAYS**	**ABSENT**

WHEREUPON, the President declared the motion carried and the Resolution adopted this the _____ day of _____, 2025.

(SEAL)

ATTEST: **ADOPTED:**

_____ _____

CLERK OF THE COUNCIL **PRESIDENT**

The above and foregoing Resolution was submitted to and approved by the Mayor, this the _____ day of _____, 2025.

APPROVED:

_____

MAYOR

Memorandum

To: Mayor Hugh Keating and City Council Members

CC: Chief Adam Cooper. Deputy Commander Gregory Peleaz

From: Deputy Chief Heather Dailey HBD

Date: December 8, 2025

Re: MS DPS LEO Grant 2025-26

The Police Department is seeking permission to apply for the MS DPS LEO Grant 2025-26. This is a 50/50 match grant that the Department intends to use to assist in funding 6 fully equipped Police vehicles. The necessary funding for this project would be approximately $302,000 of which the Department would incur an obligation of 50% or approximately $151,000. As you know, vehicles are paramount to the Department's ability to fulfill its mission of public safety. The Department is currently undergoing extensive fleet modernization and this funding opportunity will assist in accomplishing this task at a drastic cost savings to the City.

The application process for this grant is through digital submission, therefore, I request your permission to allow Deputy Commander Gregory Peleaz to sign and submit said application on our behalf.

Thank you for your consideration and assistance.

CONFIDENTIAL

City of Gulfport
Department of
Admin and Finance

Memo

To: Mayor Hugh D. Keating and City Council Members

From: Rashida Bell, City Clerk

Date: December 2, 2025

Re: Declaration of Vehicles, Equipment, Furniture and etc. as Surplus Property

---

I am requesting that the attached list of Vehicles, Equipment, Furniture, etc. to be placed on the Council Agenda for Tuesday, December 16, 2025. I am requesting that these items be declared surplus property of the City of Gulfport so they can be disposed of with GovDeals for the value that can be obtained. The following Liquidity Services Operations LLC dba GovDeals online auction is set for January 16, 2026.

Vehicles Gov Deals Online Auction Friday January 16, 2026

Asset Tag #	Qty	Vehicle Year	Vehicle Model	Serial/Vin Number	Mileage	Department	Description
3887	1	2014	CHEVROLET TAHOE	1GNLC2E06ER176070	125,634	213	AGE, COSTLY UPKEEP
3889	1	2014	CHEVROLET TAHOE	1GNLC2E02ER177880	144,216	213	AGE, COSTLY UPKEEP
3840	1	2014	CHEVROLET TAHOE	1GNLC2E00BR234850	189,356	213	AGE, COSTLY UPKEEP
3886	1	2014	CHEVROLET TAHOE	1GNLC2E01ER176090	150,612	213	AGE, COSTLY UPKEEP
3869	1	2012	CHEVROLET TAHOE	1GNLC2E07CR195918	158,494	213	AGE, COSTLY UPKEEP
3970	1	2003	HONDA ACCORD	JHMCM56783C061648	208,928	213	TOO COSTLY TO REPAIR
1164	1	1996	FORD F-250	1FTHF3542TEA76358	156,820	335	AGE, COSTLY UPKEEP
1144	1	1994	FORD F-250	1FTEF25N1RNA83104	98,800	335	AGE, COSTLY UPKEEP
3463	1	2006	FORD EXPEDITION	1FMPU16536LA97208	N/A	411	AGE, COSTLY UPKEEP
2924	1	2008	DODGE AVENGER	1B3LC46R38N220251	71,343	411	AGE, COSTLY UPKEEP
3859	1	2012	DODGE CHARGER	2C3CDXAT3CH172448	127,460	213	NO TRANSMISSION
2611	1	1997	FORD F-250	1FTHX25H1VEB85369	184,444	411	AGE, COSTLY UPKEEP
2902	1	2003	CHEVROLET SILVERADO 1500	1GCEK19T53E156772	214,358	411	AGE, COSTLY UPKEEP
1728	1	1997	FORD F-150	1FTDF17W3VNB84084	225,223	411	AGE, COSTLY UPKEEP
2619	1	1998	CHEVROLET SIERRA 3500	1GTHC33R6WF056228	161,894	411	AGE, COSTLY UPKEEP
2658	1	2003	TORO SANDPRO	230000285	1584.3 HOURS	411	TOO COSTLY TO REPAIR
2605	1	1995	FORD F-450	1FDLF47F5SEA48883	297,697	411	AGE, COSTLY UPKEEP
2200515	1	2007	DODGE NITRO	1D8GT58K47W610386	200,000	213	AWARDED, NOT WORTH REPAIRING ASSET 5/6/2025
4135	1	2014	DODGE AVENGER	1C3CDZAB4EN125944	N/A	213	FLOODED BEFORE CITY PURCHASE, TOO COSTLY
3817	1	2011	FORD CROWN VICTORIA	2FABP7BV9BX105975	128,280	213	AGE, COSTLY UPKEEP
3695	1	2008	FORD CROWN VICTORIA	2FAFP71V68X179611	108,959	213	AGE, COSTLY UPKEEP
3769	1	2010	FORD CROWN VICTORIA	2FABP7BV9AX109779	144,670	213	AGE, COSTLY UPKEEP
2925	1	2008	DODGE AVENGER	1B3LC46R18N220250	92,182	213	AGE, COSTLY UPKEEP
1178	1	2005	FORD RANGER	1FTYR1OU65PA47355	92,405	MARINA	AGE, COSTLY UPKEEP
12778	1	2004	EXMARK TT3615KAC	325447	N/A	335	N/A
3772	1	2003	CHEVROLET TAHOE	1GNEC13V73R199534	236,000	411	AGE, COSTLY UPKEEP
3885	1	2011	CHEVROLET TAHOE	1GNLC2E00ER173293	176,626	213	AGE, COSTLY UPKEEP
3866	1	2012	CHEVROLET TAHOE	1GNLC2E03CR192871	143,459	213	AGE, COSTLY UPKEEP
3867	1	2012	CHEVROLET TAHOE	1GNLC2E09CR192633	119,128	213	AGE, COSTLY UPKEEP
3846	1	2011	CHEVROLET TAHOE	1GNLC2E03BR268409	150,594	213	AGE, COSTLY UPKEEP
3864	1	2011	CHEVROLET TAHOE	1GN1C2E04CR163959	122,544	213	AGE, COSTLY UPKEEP
3870	1	2012	CHEVROLET TAHOE	1GNLC2E01CR196868	170,900	213	AGE, COSTLY UPKEEP
3892	1	2014	CHEVROLET TAHOE	1GNLC2E06ER177025	189,402	213	AGE, COSTLY UPKEEP
3890	1	2014	CHEVROLET TAHOE	1GNLC2E07ER177583	101,448	213	AGE, COSTLY UPKEEP
3861	1	2012	DODGE CHARGER	2C3CDXAT1CH172450	118,579	213	AGE, COSTLY UPKEEP
3915	1	2014	DODGE CHARGER	2C3CDXAT1EH367905	120,105	213	AGE, COSTLY UPKEEP
3916	1	2014	DODGE CHARGER	2C3CDXAT5EH367907	152,644	213	MILEAGE, COSTLY UPKEEP
1727	1	1997	FORD F 3-50	1FTHX25H3VEA62530	103,136	411	AGE, COSTLY UPKEEP
3907	1	2014	DODGE CHARGER	2C3CDXAT4EH367087	146,000	213	MILEAGE, COSTLY UPKEEP
3914	1	2014	DODGE CHARGER	2C3CDXAT7EH367908	136,000	213	MILEAGE, COSTLY UPKEEP
3913	1	2014	DODGE CHARGER	2C3CDXAT8EH367903	154,678	213	AGE, COSTLY UPKEEP
1187	1	2001	CHEVROLET SILVERADO 1500	2GCEC19T611205070	258,316	335	AGE, COSTLY UPKEEP
3910	1	2014	DODGE CHARGER	2C3CDXAT4EH367901	141,556	213	AGE, COSTLY UPKEEP
3862	1	2012	DODGE CHARGER	2C3CDXAT3CH172451	85,228	213	AGE, COSTLY UPKEEP
3827	1	2011	FORD CROWN VICTORIA	2FABP7BV1BX105985	150,144	213	AGE, COSTLY UPKEEP
3956	1	2016	DODGE CHARGER	2C3CDXAT7GH286328	131,856	213	TOTALLED 2/12/2025
3828	1	2011	FORD CROWN VICTORIA	2FABP7BV3BX105986	199,674	213	AGE, COSTLY UPKEEP
3953	1	2016	DODGE CHARGER	2C3CDXAT9GH286329	125,509	213	TOTALLED
3993	1	2016	DODGE CHARGER	2C3CDXAT8HH590477	102,184	213	TOTALLED
4002	1	2017	DODGE CHARGER	2C3CDXAT2HH603014	91,575	213	TOTALLED
2651	1	2006	FORD F-250	1FTNX20516EA57277	117,408	N/A	TRANSMISSION
2652	1	2006	FORD F-350	1FTWW30576EA59984	151,407	N/A	TRANSMISSION HARNESS
4032	1	2019	DODGE CHARGER	2C3CDXAT0KH568108	58,304	213	TOTALLED, NO ENGINE
4038	1	2019	DODGE CHARGER	2C3CDXATXKH681337	62,584	213	TOTALLED 9/12/2023

Machinery and Equipment Online Auction Auction Friday January 16, 2026

Asset Tag #	Qty	Description	Serial/Vin Number	Department
22316	1	PRINTER	U61092M4F551134	314
N/A	1	PRINTER	USGH198431	314
N/A	1	MISC SOUND/PROJECTOR EQUIPMENT	N/A	213
25027	1	PAPER SHREDDER	4257146	411
12966	1	KUSTOM RADAR	DS19839	213
14905	1	GENERATOR	NR83583238	213
27548	1	BINOCULARS	14400071	213
N/A	1	PRINTER	CNBM045166	213
N/A	1	PRINTER	CN054H81MV	213
10038	1	TELEPHONE	90054302	213
25478	1	TIRE CHANGER	1305105970	213
25477	1	TIRE BALANCER	CMB13048449	213
6469	1	BRAKE LATHE	14668	335
22093	1	FAX MACHINE	CND893K55Y	213
17171	1	PAPER SHREDDER	CRC38221	213
34818	1	THERMAL PRINTER	U64147M8Z888514	213
21058	1	DVR	BBGJA263304	213
21137	1	DVR	62LY100872K	213
22337	1	DEWALT MITER SAW	65994	213
24098	1	GARMIN GPS	1J9001737	213
24788	1	DEWALT DRILL DRIVER	N/A	213
25437	1	DEWALT 1/2" IMPACT	N/A	213
25453	1	DEWALT DRILL DRIVER	N/A	213
16432	1	DEWALT SAWZALL XRP	N/A	213
N/A	1	DEWALT SAWZALL XRP	N/A	213
N/A	1	DEWALT FLASHLIGHT	479170	213
21132	1	HP LASERJET 1320	CNHC5DW2KP	213
22344	1	MILWAUKEE SAWZALL	A17A604210715	213
24970	1	SHAKER ORBITAL 300	10120216	213
10419	1	CAMCORDER	2040900447	213
17429	1	CAMCORDER	N/A	213
17559	1	DVD/VCR PLAYER	P44431347C	213
22301	1	UNDERWATER CAMERA	0502S107	213
17656	1	PRINTER	4514PLM3LDLP	213
29091	1	FINGERPRINT MACHINE	001050451.F2015	213
29751	1	DANMAR 10K LIFT	N/A	213
29736	1	DANMAR 10K LIFT	N/A	213
29723	1	DANMAR 9K LIFT	13326	213
17758	1	WATER FOUNTAIN	180327665	213
16407	1	PORTABLE TOILET	41X41X80	213
16408	1	PORTABLE TOILET	41X41X80	213
16409	1	PORTABLE TOILET	41X41X80	213
16410	1	PORTABLE TOILET	41X41X80	213
16411	1	PORTABLE TOILET	41X41X80	213
16412	1	PORTABLE TOILET	41X41X80	213
16413	1	PORTABLE TOILET	41X41X80	213
26563	1	VACUUM	11-0331-Y0-01800	335
17496	1	AIR COMPRESSOR	7016459	213
27775	1	AIR COMPRESSOR	CBV352237	213
N/A	1	WINCH	N/A	213

N/A	1	WINCH	N/A	213
N/A	1	WINCH	N/A	213
18121	1	JUMP BOX	N/A	213
12437	1	TIRE CHANGER	N/A	335
12207	1	TIRE BALANCER	N/A	335
12200	1	PRESSURE WASHER	HSP30043MGM	335

There came on for consideration at a duly constituted meeting of the Mayor and Members of the City Council of the City of Gulfport, Mississippi, held on the _____ day of _____, 2025, the following Resolution:

A RESOLUTION OF THE GULFPORT CITY COUNCIL RECONFIRMING AND EXTENDING THE STATUS OF A STATE OF EMERGENCY DUE TO THE IMPACTS OF HURRICANE ZETA ON THE CITY OF GULFPORT, AND FOR RELATED PURPOSES

WHEREAS, by virtue of a Proclamation executed on Monday, October 26, 2020, the Mayor proclaimed a "local emergency" pursuant to *Miss. Code Ann*. § 33-15-17(d) and a "civil emergency" pursuant to *Miss. Code Ann*. § 45-17-3, et seq., due to an imminent threat of a "natural disaster" resulting from Hurricane Zeta and related conditions (tropical rain, wind, storm surge, lightening, hail, flooding, etc.) projected to commence in the area on or about October 28-29, 2020; and

WHEREAS, further, due to said local/civil emergency, and the need to commit resources deemed necessary for protection of the City and the residents, citizens and all people and property in the City of Gulfport and Harrison County, the Mayor invoked the powers of "emergency management" and invoked special emergency authority, including, but not limited to Sections 45-17-1, et seq., Sections 33-15-1, et seq., Section 31-7-13(k) and Sections 21-35-19, et seq., *Mississippi Code of 1972, Annotated*, and any amendments thereto; and invoked emergency measures according to authority of Sec. 1-70 and Sec. 7-19, *Code of Ordinances of the City of Gulfport, Mississippi*; and

WHEREAS, the Gulfport City Council, on November 3, 2020, on November 17, 2020, on December 8, 2020, on January 5, 2021, on February 2, 2021, on March 2, 2021, on March 16, 2021, on April 8, 2021, on May 4, 2021, on May 18, 2021, on June 10, 2021, on July 6, 2021, on August 3, 2021, on August 17, 2021, on September 17, 2021, on October 5, 2021, on November 1, 2021, on November 16, 2021, on December 7, 2021, on January 4, 2022, on January 18, 2022, on February 8, 2022, on March

8, 2022, on April 4, 2022, on May 3, 2022, on May 17, 2022, on June 7, 2022, on July 5, 2022, on August 2, 2022, on September 6, 2022, on October 4, 2022, on October 18, 2022, on November 8, 2022, on December 6, 2022, on January 3, 2023, on January 17, 2023, on February 7, 2023, on March 3, 2023, on March 21, 2023, on April 11, 2023, on May 2, 2023, on May 16, 2023, on June 6, 2023, on July 5, 2023, on July 18, 2023; on August 8, 2023, on September 5, 2023, on October 3, 2023, on October 17, 2023, on November 7, 2023, on December 5, 2023, on December 19, 2023, on January 16, 2024, on February 6, 2024, on March 5, 2024, on April 2, 2024, on April 16, 2024, on May 7, 2024, on June 4, 2024, on July 2, 2024, on July 16, 2024, on August 6, 2024, on September 3, 2024, on September 17, 2024, on October 8, 2024, on November 5, 2024, on December 3, 2024, on December 17, 2024, on January 7, 2025, on February 4, 2025, on March 4, 2025, on March 18, 2025, on April 8, 2025, on May 6, 2025, on June 3, 2025, on June 17, 2025, on July 8, 2025, on August 5, 2025, on September 2, 2025, on September 16, 2025, on October 7, 2025, on November 4, 2025, and on December 2, 2025, acted to confirm and extend the aforementioned State of Emergency; and

WHEREAS, the Governing Authority having reviewed the existing needs, including those stated above, for continuing a state of emergency, finds that the need for continuing local emergency management and associated relief from Federal and State governments to prepare for and respond to the impact and effects of Hurricane Zeta, and shall continue until the governing body terminates the local emergency once conditions warrant.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GULFPORT, MISSISSIPPI, AS FOLLOWS:

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

SECTION 2. That the City Council recognizes that there is a continuing need to commit resources deemed necessary for protection of the City and the residents, citizens and all people

and property in the City of Gulfport and Harrison County and a continuing need to prepare for and respond to the impact and effects of Hurricane Zeta.

SECTION 3. That a state of civil emergency continues within the City of Gulfport, and the Mayor is authorized to continue to invoke emergency management authority, including coordination of assistance and relief with state and federal authorities and private corporations and the use of municipal personnel and equipment as deemed necessary and proper as a result of said emergency until the earliest time as conditions warrant the termination of the state of local emergency by the Governing Authority.

SECTION 4. The Governing Authority hereby finds that an emergency exists in regard to the purchase of commodities or repair contracts such that the delay incident to giving opportunity for competitive bidding would be detrimental to the interest of the City of Gulfport.

SECTION 5. This Order shall not limit the authority hereby confirmed of the Mayor and City Council to make such orders or take such actions as is vested in them as the chief executive/ administrative officer, and as the governing authority, respectively, of the City of Gulfport by the Laws of the State of Mississippi and the Ordinances of the City of Gulfport.

SECTION 6. This Resolution shall be in full force and effect on and after passage, and shall remain in full force and effect until the Governing Authority terminates the local emergency in the City of Gulfport, or until otherwise terminated according to law.

SECTION 7. The Clerk of the Council is instructed to publish this Resolution and make it available for public notice and after its adoption, this Resolution shall be spread upon the minutes of the Governing Authority.

The above and foregoing Resolution, after having been first reduced to writing and read by the Clerk, was introduced by Councilman _____, seconded by Councilman _____, and was adopted by the following roll call vote:

AYES	**NAYS**	**ABSENT**

WHEREUPON, the President declared the motion carried and the Resolution adopted, this the _____ day of _____, 2025.

(SEAL)

ATTEST: **ADOPTED:**

_____ _____

CLERK OF THE COUNCIL **PRESIDENT**

The above and foregoing Resolution submitted to and approved by the Mayor, this the _____ day of _____, 2025.

_____

MAYOR

There came on for consideration at a duly constituted meeting of the Mayor and Members of the City Council of the City of Gulfport, Mississippi, held on the _____ day of _____, 2025, the following Resolution:

A RESOLUTION BY THE GULFPORT CITY COUNCIL APPROVING THE DOCKET OF CLAIMS

WHEREAS, following the City Council's approval of the budget, funds for the City of Gulfport are vested with the Mayor and Administration; and

WHEREAS, claims presented to the City for payment must be approved by the City Council through a Docket of Claims process; and

WHEREAS, the Administration for the City of Gulfport has prepared, certified, and submitted to the City Council a "Docket of Claims" for approval, attached hereto as Exhibit "A"; and

WHEREAS, in submitting this Docket of Claims, the Director of Finance and Accounting has certified to the Council that to the best of his knowledge and belief, all items contained within the Docket of Claims have been properly procured and appear to be within previously budgeted amounts and are lawful and appropriate for payment; and

WHEREAS, in authorizing payment for the Docket, the City Council must rely on this certification and by reliance on this certification, hereby authorizes payment to be issued to satisfy all claims found within the Docket, unless specifically excluded by the Council; and

WHEREAS, it is understood and acknowledged that heretofore, the Dockets of Claims has been presented and certified to the Governing Authority by the Comptroller, or in his absence the Finance Manager or Purchasing Agent, or their designees, upon which the City Council has relied on these certifications and by such reliance, authorized payments to satisfy claims found therein.

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

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

SECTION 2. That the Docket of Claims is hereby approved in the form attached hereto as Exhibit "A", except for those claims specifically excluded by the Council.

SECTION 3. That this Resolution shall take full force and effect immediately upon its passage and enactment according to law and shall be spread upon the minutes of the Gulfport City Council.

The above and foregoing Resolution, after having been first reduced to writing and read by the Clerk, was introduced by Councilmember _____, seconded by Councilmember _____, and was adopted by the following roll call vote:

YEAS: **NAYS:** **ABSENT:**

WHEREUPON, the President declared the motion carried and the Resolution adopted, this the _____ day of _____, 2025.

(SEAL)

ATTEST: **ADOPTED:**

_____ _____

CLERK OF THE COUNCIL **PRESIDENT OF THE COUNCIL**

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the _____ day of _____, 2025.

APPROVED:

_____

MAYOR

City of Gulfport, MS
Cash Balance Report
December 8, 2025

Fund	Object	Account Name	Balance
001	100350	ACCOUNTS PAYABLE CLEARING	50,000.00
001	100351	PAYROLL CLEARING	121,458.41
010	100310	GENERAL FUND	11,876,723.45
030	100409	DISASTER RELIEF	5,016,855.77
100	100306	CASH AQUARIUM	1,410,048.69
100	100405	CAPITAL PROJECTS CITY FUNDED	4,320,264.14
100	100413	COUNCIL BP MONEY	215,135.98
103	100314	W/S CAPITAL PROJECTS	3,511,893.31
105	100307	ARPA GRANT MONEY	13,795,469.55
107	100402	CONST BOND PROCEEDS 2021	30,570,167.62
107	100404	DFA 2022 HB1353 FUNDING	3,984,696.36
109	100408	MIMA USE TAX RECEIPTS	12,268,606.60
200	100311	COMMUNITY DEVELOPMENT	624,262.10
205	100205	OPIOID LITIGATION FUND	1,649,035.60
210	100410	POLICE AND FIRE RETIRMENT	811.36
274	100416	FEDERAL FORFEITURES & SEIZURES	228,678.78
275	100315	FORFEITS AND SEIZURES	137,642.58
285	100318	COASTAL NARCOTICS	123,401.45
288	100288	EMERGENCY MEDICAL SERVICES OPERATION	56,616.45
295	100295	FIRE REBATE FUND	922,819.59
300	100406	DEBT SERVICE AD VALOREM TAXES	767,731.16
305	100407	DEBT SERVICE MIMA BOND	1,800,076.96
400	100340	WATER TRUST	2,670,918.10
400	100341	WATER AND SEWER CLEARING	39,130,159.74
405	100411	SOLID WASTE	4,101,602.26
420	100401	HARBOR CLEARING	242,395.36
421	100403	HARBOR LIGHTS CASH	145,579.66
500	100303	GROUP HEALTH	507,436.51
500	100357	FLEXIBLE SPENDING ACCOUNT	123,832.94
510	100305	CLAIMS CONTINGENCY	2,088,620.31
510	100414	CLAIMS CONTINGENCY-TORTS	2,407,666.66
510	100415	INSURANCE PREMIUMS	1,050,512.87
		Total Cash Balances	**$ 145,921,120.32**

CITY OF GULFPORT

ACCOUNTS PAYABLE WARRANT REPORT

DATE: 12/17/2025
WARRANT: 12172025
AMOUNT: 7,096,137.65

ACCOUNTS PAYABLE WARRANT REPORT

Detail Invoice List

WARRANT: 12172025 12/17/2025

CASH ACCOUNT: 001 100350 ACCOUNTS PAYABLE CLEARING

VENDOR		REMIT	PO	TYPE	DUE DATE		AMOUNT	DOCUMENT	VOUCHER	CHECK
58	A T & T	0015		INV	12/17/2025			411523	619865	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 213 626001		OPERATING	TELEPHONE		58.07				
							58.07			
						CHECK TOTAL	**58.07**			
83	ACE DATA STORAGE COMP	0000		EFT	12/17/2025			411517	619858	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 145 620900		FINANCE	CONTRACT		60.00				
							60.00			
83	ACE DATA STORAGE COMP	0000		EFT	12/17/2025			411518	619860	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 125 620900		CITY COURT	CONTRACT		132.00				
							132.00			
83	ACE DATA STORAGE COMP	0000		EFT	12/17/2025			411519	619861	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 145 620900		FINANCE	CONTRACT		75.00				
	2 611 620900		PLAN & ZON	CONTRACT		120.00				
	3 811 620900		UTIL BILL	CONTRACT		75.00				
							270.00			
						CHECK TOTAL	**462.00**			
25935	ADVANCED AUTO PARTS	0000	260458	INV	12/17/2025			411211	619533	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 213 611300		OPERATING	MOTR VEH		2,800.00				
							2,800.00			
25935	ADVANCED AUTO PARTS	0000	260490	INV	12/17/2025			411212	619534	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 213 611300		OPERATING	MOTR VEH		72.28				
							72.28			
25935	ADVANCED AUTO PARTS	0000	260490	INV	12/17/2025			411213	619535	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 213 611300		OPERATING	MOTR VEH		76.62				
							76.62			
25935	ADVANCED AUTO PARTS	0000	260490	INV	12/17/2025			411214	619536	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 213 611300		OPERATING	MOTR VEH		19.98				
							19.98			

ACCOUNTS PAYABLE WARRANT REPORT

Detail Invoice List

WARRANT: 12172025 12/17/2025

CASH ACCOUNT: 001 100350 ACCOUNTS PAYABLE CLEARING

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
25935	ADVANCED AUTO PARTS	0000	260490	INV	12/17/2025		411215	619537	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 213 611300		OPERATING MOTR VEH			61.03			
						61.03			
25935	ADVANCED AUTO PARTS	0000	260490	INV	12/17/2025		411216	619538	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 213 611300		OPERATING MOTR VEH			71.93			
						71.93			
25935	ADVANCED AUTO PARTS	0000	260490	INV	12/17/2025		411217	619539	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 213 611300		OPERATING MOTR VEH			50.00			
						50.00			
25935	ADVANCED AUTO PARTS	0000	260490	INV	12/17/2025		411218	619540	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 213 611300		OPERATING MOTR VEH			150.34			
						150.34			
25935	ADVANCED AUTO PARTS	0000	260490	INV	12/17/2025		411219	619541	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 213 611300		OPERATING MOTR VEH			96.43			
						96.43			
25935	ADVANCED AUTO PARTS	0000	260490	INV	12/17/2025		411220	619542	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 213 611300		OPERATING MOTR VEH			240.00			
						240.00			
						CHECK TOTAL	**3,638.61**		
40	ALL PHASE ELECTRIC SU	0000	260525	EFT	12/17/2025		411234	619559	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 447 610700		HRB LGT EX OP SUPPLIE			63.28			
						63.28			
40	ALL PHASE ELECTRIC SU	0000	260538	EFT	12/17/2025		411491	619832	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 825 615800		SEWER LFT STATN			2,027.20			
						2,027.20			
40	ALL PHASE ELECTRIC SU	0000	260538	EFT	12/17/2025		411492	619833	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 825 615800		SEWER LFT STATN			1,069.29			
						1,069.29			

ACCOUNTS PAYABLE WARRANT REPORT

Detail Invoice List

WARRANT: 12172025 12/17/2025

CASH ACCOUNT: 001 100350 ACCOUNTS PAYABLE CLEARING

VENDOR		REMIT	PO	TYPE	DUE DATE		AMOUNT	DOCUMENT	VOUCHER	CHECK
						CHECK TOTAL	**3,159.77**			
43	ALL SIGNS INC	0000		EFT	12/17/2025			411371	619707	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 447 610700		HRB LGT EX OP SUPPLIE			297.07				
							297.07			
						CHECK TOTAL	**297.07**			
1311	ALLEN BEVERAGES INC	0000		INV	12/17/2025			411375	619711	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 447 614110		HRB LGT EX RESALE			1,404.00				
							1,404.00			
						CHECK TOTAL	**1,404.00**			
42875	ALLISTONS LLC	0000	260322	EFT	12/17/2025			411197	619519	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 447 614110		HRB LGT EX RESALE			16,113.90				
							16,113.90			
						CHECK TOTAL	**16,113.90**			
31315	AMERICAN MUNICIPAL SE	0000		EFT	12/17/2025			411408	619746	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 010 480700		GENRL FUNDWARRANTS			2,000.64				
							2,000.64			
						CHECK TOTAL	**2,000.64**			
43845	ARCHANGEL DEVICE LLC	0000	260566	EFT	12/17/2025			411008	619328	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 214 630100 26016		POL GRANTSCAP OTLY			659.94				
							659.94			
						CHECK TOTAL	**659.94**			
39312	AT&T MOBILITY II LLC	0001		INV	12/17/2025			411238	619563	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 213 626001		OPERATING TELEPHONE			9,683.41				
							9,683.41			

ACCOUNTS PAYABLE WARRANT REPORT

Detail Invoice List

WARRANT: 12172025 12/17/2025

CASH ACCOUNT: 001 100350 ACCOUNTS PAYABLE CLEARING

VENDOR		REMIT	PO	TYPE	DUE DATE		AMOUNT	DOCUMENT	VOUCHER	CHECK
39312	AT&T MOBILITY II LLC	0001		INV	12/17/2025			411525	619867	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 611 626001		PLAN & ZON TELEPHONE			340.03				
							340.03			
						CHECK TOTAL	**10,023.44**			
5078	AUTO ZONE INC	0000	260368	INV	12/17/2025			411221	619543	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 213 611300		OPERATING MOTR VEH			329.98				
							329.98			
5078	AUTO ZONE INC	0000	260368	INV	12/17/2025			411222	619544	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 213 611300		OPERATING MOTR VEH			121.45				
							121.45			
						CHECK TOTAL	**451.43**			
39534	AUTOMATED MERCHANTSYS	0000		EFT	12/17/2025			411593	619937	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 447 624200		HRB LGT EX BANK FEES			27.95				
							27.95			
						CHECK TOTAL	**27.95**			
42810	BECKWORKS LLC	0000	260570	EFT	12/17/2025			411368	619704	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 447 620958		HRB LGT EX HL - CONST			16,087.00				
							16,087.00			
						CHECK TOTAL	**16,087.00**			
107	BLOSSMAN GAS INC	0000	260167	EFT	12/17/2025			411372	619708	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 447 614000		HRB LGT EX FUEL			345.00				
							345.00			
107	BLOSSMAN GAS INC	0000	260167	EFT	12/17/2025			411559	619901	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 447 614000		HRB LGT EX FUEL			210.00				
							210.00			
						CHECK TOTAL	**555.00**			

ACCOUNTS PAYABLE WARRANT REPORT

Detail Invoice List

WARRANT: 12172025 12/17/2025

CASH ACCOUNT: 001 100350 ACCOUNTS PAYABLE CLEARING

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
18119	CHARLES BODIE	0000	260481	EFT	12/17/2025		411484	619824	

ACCOUNT DETAIL						LINE AMOUNT
1	135	620900		CITY ATTY	CONTRACT	150.00
						150.00
					CHECK TOTAL	**150.00**

20674	BONDS SERVICES, INC	0000		EFT	12/17/2025		411293	619625	

ACCOUNT DETAIL						LINE AMOUNT
1	125	620900		CITY COURT	CONTRACT	1,950.00
2	145	620900		FINANCE	CONTRACT	1,762.50
3	150	610100		INFO TECH	JANITORIAL	800.00
4	155	620900		HR	CONTRACT	350.00
5	311	620900		STS & DRAI	CONTRACT	2,250.00
6	411	620900		LEISURE SE	CONTRACT	350.00
7	611	620900		PLAN & ZON	CONTRACT	800.00
8	811	620900		UTIL BILL	CONTRACT	762.50
						9,025.00
					CHECK TOTAL	**9,025.00**

24247	BROWN MITCHELL & ALEX	0000	250822	EFT	12/17/2025		411775	620120	

ACCOUNT DETAIL						LINE AMOUNT
1	368	640200	25004	CP MRCPT NCAP ENG		4,333.00
						4,333.00
					CHECK TOTAL	**4,333.00**

25676	CELLULAR SOUTH, INC	0000		INV	12/17/2025		411541	619883	

ACCOUNT DETAIL						LINE AMOUNT
1	111	626001		MAYOR	TELEPHONE	44.89
						44.89

25676	CELLULAR SOUTH, INC	0000		INV	12/17/2025		411542	619884	

ACCOUNT DETAIL						LINE AMOUNT
1	125	626001		CITY COURT	TELEPHONE	97.78
						97.78

25676	CELLULAR SOUTH, INC	0000		INV	12/17/2025		411543	619885	

ACCOUNT DETAIL						LINE AMOUNT
1	135	626001		CITY ATTY	TELEPHONE	133.76
						133.76

ACCOUNTS PAYABLE WARRANT REPORT

Detail Invoice List

WARRANT: 12172025 12/17/2025

CASH ACCOUNT: 001 100350 ACCOUNTS PAYABLE CLEARING

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
25676	CELLULAR SOUTH, INC	0000		INV	12/17/2025		411544	619886	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 143 626001		CAO OFFICE	TELEPHONE		50.39			
						50.39			
25676	CELLULAR SOUTH, INC	0000		INV	12/17/2025		411545	619887	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 145 626001		FINANCE	TELEPHONE		198.75			
						198.75			
25676	CELLULAR SOUTH, INC	0000		INV	12/17/2025		411546	619888	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 148 626001		EVENTS	TELEPHONE		148.17			
						148.17			
25676	CELLULAR SOUTH, INC	0000		INV	12/17/2025		411547	619889	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 150 626001		INFO TECH	TELEPHONE		93.78			
						93.78			
25676	CELLULAR SOUTH, INC	0000		INV	12/17/2025		411548	619890	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 411 626001		LEISURE SE	TELEPHONE		1,064.77			
						1,064.77			
25676	CELLULAR SOUTH, INC	0000		INV	12/17/2025		411549	619891	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 415 626001		BLDG MAINT	TELEPHONE		297.84			
						297.84			
25676	CELLULAR SOUTH, INC	0000		INV	12/17/2025		411550	619892	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 445 626001		J T JONES	TELEPHONE		287.03			
						287.03			
25676	CELLULAR SOUTH, INC	0000		INV	12/17/2025		411551	619893	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 611 626001		PLAN & ZON	TELEPHONE		333.23			
						333.23			
25676	CELLULAR SOUTH, INC	0000		INV	12/17/2025		411552	619894	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 811 626001		UTIL BILL	TELEPHONE		99.28			
						99.28			

ACCOUNTS PAYABLE WARRANT REPORT

Detail Invoice List

WARRANT: 12172025 12/17/2025

CASH ACCOUNT: 001 100350 ACCOUNTS PAYABLE CLEARING

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
25676	CELLULAR SOUTH, INC	0000		INV	12/17/2025		411553	619895	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 815 626001		WATER	TELEPHONE		83.37			
						83.37			
25676	CELLULAR SOUTH, INC	0000		INV	12/17/2025		411554	619896	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 825 626001		SEWER	TELEPHONE		63.84			
						63.84			
25676	CELLULAR SOUTH, INC	0000		INV	12/17/2025		411555	619897	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 325 626001		ENGINEER	TELEPHONE		44.89			
						44.89			
25676	CELLULAR SOUTH, INC	0000		INV	12/17/2025		411556	619898	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 313 626001		PUB WORK A	TELEPHONE		48.89			
						48.89			
						CHECK TOTAL	**3,090.66**		
70000	CABLE ONE	0000		INV	12/17/2025		411594	619938	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 411 620900		LEISURE SE	CONTRACT		48.00			
						48.00			
						CHECK TOTAL	**48.00**		
42600	CARR, ALLISON, OLIVER	0000		INV	12/17/2025		411406	619744	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 125 627900		CITY COURT	MISC		200.00			
						200.00			
						CHECK TOTAL	**200.00**		
38362	CDW LLC	0001	260535	EFT	12/17/2025		411524	619866	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 150 621700		INFO TECH	MAINT CONT		21,207.04			
						21,207.04			
38362	CDW LLC	0001	260528	EFT	12/17/2025		411526	619868	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 411 610400		LEISURE SE	OFF SUPPLS		148.53			
						148.53			

ACCOUNTS PAYABLE WARRANT REPORT

Detail Invoice List

WARRANT: 12172025 12/17/2025

CASH ACCOUNT: 001 100350 ACCOUNTS PAYABLE CLEARING

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
38362	CDW LLC	0001	260547	EFT	12/17/2025		411560	619902	

ACCOUNT DETAIL				LINE AMOUNT
1	411 610700	LEISURE SE	OPER SUPL	320.57

320.57

CHECK TOTAL 21,676.14

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
923	CENTRAL PIPE SUPPLY I	0000	260467	EFT	12/17/2025		411511	619852	

ACCOUNT DETAIL				LINE AMOUNT
1	825 615800	SEWER	LFT STATN	2,784.00

2,784.00

CHECK TOTAL 2,784.00

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
43520	CFF LLC	0000		EFT	12/17/2025		411291	619623	

ACCOUNT DETAIL				LINE AMOUNT
1	145 620900	FINANCE	CONTRACT	1,125.00

1,125.00

CHECK TOTAL 1,125.00

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
20675	CHANCELLOR SUPPLY, IN	0001	260595	EFT	12/17/2025		411446	619785	

ACCOUNT DETAIL				LINE AMOUNT
1	447 611000	HRB LGT EX	BLDG MATLS	160.16

160.16

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
20675	CHANCELLOR SUPPLY, IN	0001		EFT	12/17/2025		411447	619786	

ACCOUNT DETAIL				LINE AMOUNT
1	447 611000	HRB LGT EX	BLDG MATLS	-155.26

-155.26

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
20675	CHANCELLOR SUPPLY, IN	0001	260237	EFT	12/17/2025		411586	619927	

ACCOUNT DETAIL				LINE AMOUNT
1	415 611000	BLDG MAINT	BLG MAT	78.41

78.41

CHECK TOTAL 83.31

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
166	CINTAS CORP 240	0000		EFT	12/17/2025		411237	619562	

ACCOUNT DETAIL				LINE AMOUNT
1	213 610100	OPERATING	JANITORIAL	57.49

57.49

ACCOUNTS PAYABLE WARRANT REPORT

Detail Invoice List

WARRANT: 12172025 12/17/2025

CASH ACCOUNT: 001 100350 ACCOUNTS PAYABLE CLEARING

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
166	CINTAS CORP 240	0000		EFT	12/17/2025		411796	620141	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 815 620900		WATER	CONTRACT		390.21			
						390.21			
166	CINTAS CORP 240	0000		EFT	12/17/2025		411797	620142	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 815 620900		WATER	CONTRACT		375.37			
						375.37			
						CHECK TOTAL	**823.07**		
166	CINTAS CORP 240	0001		EFT	12/17/2025		411035	619355	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 411 610700		LEISURE SE	OPER SUPL		320.21			
						320.21			
166	CINTAS CORP 240	0001		EFT	12/17/2025		411411	619749	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 125 621700		CITY COURT	MAINT CONT		55.30			
						55.30			
166	CINTAS CORP 240	0001		EFT	12/17/2025		411412	619750	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 125 621700		CITY COURT	MAINT CONT		55.30			
						55.30			
						CHECK TOTAL	**430.81**		
90089	CITY OF GULFPORT	0000		INV	12/17/2025		411534	619876	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 290 626003		FIRE	WATER		112.58			
						112.58			
90089	CITY OF GULFPORT	0000		INV	12/17/2025		411535	619877	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 290 626003		FIRE	WATER		284.20			
						284.20			
90089	CITY OF GULFPORT	0000		INV	12/17/2025		411536	619878	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 290 626003		FIRE	WATER		337.72			
						337.72			

ACCOUNTS PAYABLE WARRANT REPORT

Detail Invoice List

WARRANT: 12172025 12/17/2025

CASH ACCOUNT: 001 100350 ACCOUNTS PAYABLE CLEARING

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
90089	CITY OF GULFPORT	0000		INV	12/17/2025		411537	619879	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 411 626003		LEISURE SE WATER			150.60			
						150.60			
90089	CITY OF GULFPORT	0000		INV	12/17/2025		411538	619880	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 411 626003		LEISURE SE WATER			171.90			
						171.90			
90089	CITY OF GULFPORT	0000		INV	12/17/2025		411539	619881	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 411 626003		LEISURE SE WATER			203.92			
						203.92			
90089	CITY OF GULFPORT	0000		INV	12/17/2025		411540	619882	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 290 626003		FIRE WATER			113.16			
						113.16			
90089	CITY OF GULFPORT	0000		INV	12/17/2025		411660	620004	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 213 626003		OPERATING WATER			177.70			
						177.70			
90089	CITY OF GULFPORT	0000		INV	12/17/2025		411661	620005	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 213 626003		OPERATING WATER			11.70			
						11.70			
90089	CITY OF GULFPORT	0000		INV	12/17/2025		411662	620006	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 411 626003		LEISURE SE WATER			150.98			
						150.98			
90089	CITY OF GULFPORT	0000		INV	12/17/2025		411663	620007	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 411 626003		LEISURE SE WATER			166.10			
						166.10			
90089	CITY OF GULFPORT	0000		INV	12/17/2025		411664	620008	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 411 626003		LEISURE SE WATER			3,436.60			
						3,436.60			

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WARRANT: 12172025 12/17/2025

CASH ACCOUNT: 001 100350 ACCOUNTS PAYABLE CLEARING

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
90089	CITY OF GULFPORT	0000		INV	12/17/2025		411665	620009	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 411 626003		LEISURE SE WATER			24.24			
						24.24			
90089	CITY OF GULFPORT	0000		INV	12/17/2025		411666	620010	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 411 626003		LEISURE SE WATER			166.10			
						166.10			
90089	CITY OF GULFPORT	0000		INV	12/17/2025		411667	620011	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 411 626003		LEISURE SE WATER			166.10			
						166.10			
90089	CITY OF GULFPORT	0000		INV	12/17/2025		411668	620012	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 411 626003		LEISURE SE WATER			62.06			
						62.06			
90089	CITY OF GULFPORT	0000		INV	12/17/2025		411669	620013	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 411 626003		LEISURE SE WATER			166.10			
						166.10			
90089	CITY OF GULFPORT	0000		INV	12/17/2025		411670	620014	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 411 626003		LEISURE SE WATER			457.50			
						457.50			
90089	CITY OF GULFPORT	0000		INV	12/17/2025		411671	620015	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 411 626003		LEISURE SE WATER			337.72			
						337.72			
90089	CITY OF GULFPORT	0000		INV	12/17/2025		411672	620016	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 411 626003		LEISURE SE WATER			26.70			
						26.70			
90089	CITY OF GULFPORT	0000		INV	12/17/2025		411673	620017	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 411 626003		LEISURE SE WATER			26.70			
						26.70			

ACCOUNTS PAYABLE WARRANT REPORT

Detail Invoice List

WARRANT: 12172025 12/17/2025

CASH ACCOUNT: 001 100350 ACCOUNTS PAYABLE CLEARING

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
90089	CITY OF GULFPORT	0000		INV	12/17/2025		411674	620018	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 411 626003		LEISURE SE WATER			26.70			
						26.70			
90089	CITY OF GULFPORT	0000		INV	12/17/2025		411675	620019	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 411 626003		LEISURE SE WATER			60.70			
						60.70			
90089	CITY OF GULFPORT	0000		INV	12/17/2025		411676	620020	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 411 626003		LEISURE SE WATER			32.80			
						32.80			
90089	CITY OF GULFPORT	0000		INV	12/17/2025		411677	620021	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 411 626003		LEISURE SE WATER			32.80			
						32.80			
90089	CITY OF GULFPORT	0000		INV	12/17/2025		411678	620022	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 411 626003		LEISURE SE WATER			26.70			
						26.70			
90089	CITY OF GULFPORT	0000		INV	12/17/2025		411679	620023	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 411 626003		LEISURE SE WATER			79.30			
						79.30			
90089	CITY OF GULFPORT	0000		INV	12/17/2025		411680	620024	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 411 626003		LEISURE SE WATER			26.70			
						26.70			
90089	CITY OF GULFPORT	0000		INV	12/17/2025		411681	620025	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 411 626003		LEISURE SE WATER			11.70			
						11.70			
90089	CITY OF GULFPORT	0000		INV	12/17/2025		411682	620026	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 411 626003		LEISURE SE WATER			11.70			
						11.70			

ACCOUNTS PAYABLE WARRANT REPORT

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WARRANT: 12172025 12/17/2025

CASH ACCOUNT: 001 100350 ACCOUNTS PAYABLE CLEARING

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
90089	CITY OF GULFPORT	0000		INV	12/17/2025		411683	620027	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 445 626003		J T JONES	WATER		527.36			
						527.36			
90089	CITY OF GULFPORT	0000		INV	12/17/2025		411684	620028	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 445 626003		J T JONES	WATER		161.70			
						161.70			
90089	CITY OF GULFPORT	0000		INV	12/17/2025		411685	620029	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 445 626003		J T JONES	WATER		45.20			
						45.20			
90089	CITY OF GULFPORT	0000		INV	12/17/2025		411686	620030	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 445 626003		J T JONES	WATER		205.10			
						205.10			
90089	CITY OF GULFPORT	0000		INV	12/17/2025		411687	620031	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 411 626003		LEISURE SE	WATER		24.24			
						24.24			
90089	CITY OF GULFPORT	0000		INV	12/17/2025		411688	620032	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 411 626003		LEISURE SE	WATER		24.24			
						24.24			
90089	CITY OF GULFPORT	0000		INV	12/17/2025		411689	620033	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 145 626003		FINANCE	WATER		166.10			
						166.10			
90089	CITY OF GULFPORT	0000		INV	12/17/2025		411690	620034	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 411 626003		LEISURE SE	WATER		39.00			
						39.00			
90089	CITY OF GULFPORT	0000		INV	12/17/2025		411691	620035	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 145 626003		FINANCE	WATER		150.98			
						150.98			

ACCOUNTS PAYABLE WARRANT REPORT

Detail Invoice List

WARRANT: 12172025 12/17/2025

CASH ACCOUNT: 001 100350 ACCOUNTS PAYABLE CLEARING

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
90089	CITY OF GULFPORT	0000		INV	12/17/2025		411692	620036	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 411 626003		LEISURE SE WATER			219.62			
						219.62			
90089	CITY OF GULFPORT	0000		INV	12/17/2025		411693	620037	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 411 626003		LEISURE SE WATER			5.80			
						5.80			
90089	CITY OF GULFPORT	0000		INV	12/17/2025		411694	620038	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 411 626003		LEISURE SE WATER			86.98			
						86.98			
90089	CITY OF GULFPORT	0000		INV	12/17/2025		411695	620039	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 411 626003		LEISURE SE WATER			113.16			
						113.16			
90089	CITY OF GULFPORT	0000		INV	12/17/2025		411696	620040	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 411 626003		LEISURE SE WATER			26.70			
						26.70			
90089	CITY OF GULFPORT	0000		INV	12/17/2025		411697	620041	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 411 626003		LEISURE SE WATER			39.00			
						39.00			
90089	CITY OF GULFPORT	0000		INV	12/17/2025		411698	620042	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 411 626003		LEISURE SE WATER			24.24			
						24.24			
90089	CITY OF GULFPORT	0000		INV	12/17/2025		411699	620043	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 411 626003		LEISURE SE WATER			62.06			
						62.06			
90089	CITY OF GULFPORT	0000		INV	12/17/2025		411700	620044	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 411 626003		LEISURE SE WATER			11.70			
						11.70			

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WARRANT: 12172025 12/17/2025

CASH ACCOUNT: 001 100350 ACCOUNTS PAYABLE CLEARING

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
90089	CITY OF GULFPORT	0000		INV	12/17/2025		411701	620045	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 411 626003		LEISURE SE	WATER		5.80			
						5.80			
90089	CITY OF GULFPORT	0000		INV	12/17/2025		411702	620046	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 445 626003		J T JONES	WATER		49.16			
						49.16			
90089	CITY OF GULFPORT	0000		INV	12/17/2025		411703	620047	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 145 626003		FINANCE	WATER		113.16			
						113.16			
90089	CITY OF GULFPORT	0000		INV	12/17/2025		411704	620048	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 145 626003		FINANCE	WATER		500.60			
						500.60			
90089	CITY OF GULFPORT	0000		INV	12/17/2025		411705	620049	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 445 626003		J T JONES	WATER		166.10			
						166.10			
90089	CITY OF GULFPORT	0000		INV	12/17/2025		411706	620050	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 213 626003		OPERATING	WATER		861.86			
						861.86			
90089	CITY OF GULFPORT	0000		INV	12/17/2025		411707	620051	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 213 626003		OPERATING	WATER		39.00			
						39.00			
90089	CITY OF GULFPORT	0000		INV	12/17/2025		411708	620052	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 290 626003		FIRE	WATER		353.42			
						353.42			
90089	CITY OF GULFPORT	0000		INV	12/17/2025		411709	620053	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 411 626003		LEISURE SE	WATER		5.80			
						5.80			

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WARRANT: 12172025 12/17/2025

CASH ACCOUNT: 001 100350 ACCOUNTS PAYABLE CLEARING

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
90089	CITY OF GULFPORT	0000		INV	12/17/2025		411710	620054	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 411 626003		LEISURE SE WATER			66.90			
						66.90			
90089	CITY OF GULFPORT	0000		INV	12/17/2025		411711	620055	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 411 626003		LEISURE SE WATER			39.00			
						39.00			
90089	CITY OF GULFPORT	0000		INV	12/17/2025		411712	620056	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 290 626003		FIRE WATER			106.16			
						106.16			
90089	CITY OF GULFPORT	0000		INV	12/17/2025		411713	620057	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 411 626003		LEISURE SE WATER			113.16			
						113.16			
90089	CITY OF GULFPORT	0000		INV	12/17/2025		411714	620058	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 145 626003		FINANCE WATER			39.00			
						39.00			
90089	CITY OF GULFPORT	0000		INV	12/17/2025		411715	620059	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 145 626003		FINANCE WATER			5.80			
						5.80			
90089	CITY OF GULFPORT	0000		INV	12/17/2025		411716	620060	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 411 626003		LEISURE SE WATER			5.80			
						5.80			
90089	CITY OF GULFPORT	0000		INV	12/17/2025		411717	620061	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 411 626003		LEISURE SE WATER			45.20			
						45.20			
90089	CITY OF GULFPORT	0000		INV	12/17/2025		411718	620062	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 145 626003		FINANCE WATER			5.80			
						5.80			

ACCOUNTS PAYABLE WARRANT REPORT

Detail Invoice List

WARRANT: 12172025 12/17/2025

CASH ACCOUNT: 001 100350 ACCOUNTS PAYABLE CLEARING

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
90089	CITY OF GULFPORT	0000		INV	12/17/2025		411719	620063	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 213 626003		OPERATING WATER			24.24			
						24.24			
90089	CITY OF GULFPORT	0000		INV	12/17/2025		411720	620064	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 213 626003		OPERATING WATER			60.86			
						60.86			
90089	CITY OF GULFPORT	0000		INV	12/17/2025		411721	620065	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 411 626003		LEISURE SE WATER			5.80			
						5.80			
90089	CITY OF GULFPORT	0000		INV	12/17/2025		411722	620066	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 411 626003		LEISURE SE WATER			5.80			
						5.80			
90089	CITY OF GULFPORT	0000		INV	12/17/2025		411723	620067	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 411 626003		LEISURE SE WATER			5.80			
						5.80			
90089	CITY OF GULFPORT	0000		INV	12/17/2025		411724	620068	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 411 626003		LEISURE SE WATER			5.80			
						5.80			
90089	CITY OF GULFPORT	0000		INV	12/17/2025		411725	620069	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 411 626003		LEISURE SE WATER			5.80			
						5.80			
90089	CITY OF GULFPORT	0000		INV	12/17/2025		411726	620070	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 411 626003		LEISURE SE WATER			5.80			
						5.80			
90089	CITY OF GULFPORT	0000		INV	12/17/2025		411727	620071	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 415 626003		BLDG MAINT WATER			86.98			
						86.98			

ACCOUNTS PAYABLE WARRANT REPORT

Detail Invoice List

WARRANT: 12172025 12/17/2025

CASH ACCOUNT: 001 100350 ACCOUNTS PAYABLE CLEARING

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
90089	CITY OF GULFPORT	0000		INV	12/17/2025		411728	620072	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 145 626003		FINANCE	WATER		11.70			
						11.70			
90089	CITY OF GULFPORT	0000		INV	12/17/2025		411729	620073	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 145 626003		FINANCE	WATER		166.10			
						166.10			
90089	CITY OF GULFPORT	0000		INV	12/17/2025		411730	620074	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 411 626003		LEISURE SE	WATER		150.98			
						150.98			
90089	CITY OF GULFPORT	0000		INV	12/17/2025		411731	620075	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 145 626003		FINANCE	WATER		113.16			
						113.16			
90089	CITY OF GULFPORT	0000		INV	12/17/2025		411732	620076	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 411 626003		LEISURE SE	WATER		0.92			
						0.92			
90089	CITY OF GULFPORT	0000		INV	12/17/2025		411733	620077	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 411 626003		LEISURE SE	WATER		1,089.32			
						1,089.32			
90089	CITY OF GULFPORT	0000		INV	12/17/2025		411734	620078	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 145 626003		FINANCE	WATER		24.24			
						24.24			
90089	CITY OF GULFPORT	0000		INV	12/17/2025		411735	620079	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 815 626003		WATER	WATER		49.16			
						49.16			
90089	CITY OF GULFPORT	0000		INV	12/17/2025		411736	620080	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 815 626003		WATER	WATER		5.80			
						5.80			

ACCOUNTS PAYABLE WARRANT REPORT

Detail Invoice List

WARRANT: 12172025 12/17/2025

CASH ACCOUNT: 001 100350 ACCOUNTS PAYABLE CLEARING

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
90089	CITY OF GULFPORT	0000		INV	12/17/2025		411737	620081	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 815 626003		WATER	WATER		5.80			
						5.80			
90089	CITY OF GULFPORT	0000		INV	12/17/2025		411738	620082	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 411 626003		LEISURE SE	WATER		63.24			
						63.24			
90089	CITY OF GULFPORT	0000		INV	12/17/2025		411739	620083	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 313 626003		PUB WORK A	WATER		39.00			
						39.00			
90089	CITY OF GULFPORT	0000		INV	12/17/2025		411740	620084	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 815 626003		WATER	WATER		39.00			
						39.00			
90089	CITY OF GULFPORT	0000		INV	12/17/2025		411741	620085	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 815 626003		WATER	WATER		24.24			
						24.24			
90089	CITY OF GULFPORT	0000		INV	12/17/2025		411742	620086	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 145 626003		FINANCE	WATER		24.24			
						24.24			
90089	CITY OF GULFPORT	0000		INV	12/17/2025		411743	620087	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 411 626003		LEISURE SE	WATER		584.60			
						584.60			
90089	CITY OF GULFPORT	0000		INV	12/17/2025		411744	620088	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 411 626003		LEISURE SE	WATER		370.70			
						370.70			
90089	CITY OF GULFPORT	0000		INV	12/17/2025		411745	620089	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 411 626003		LEISURE SE	WATER		367.60			
						367.60			

ACCOUNTS PAYABLE WARRANT REPORT

Detail Invoice List

WARRANT: 12172025 12/17/2025

CASH ACCOUNT: 001 100350 ACCOUNTS PAYABLE CLEARING

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
90089	CITY OF GULFPORT	0000		INV	12/17/2025		411746	620090	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 290 626003		FIRE	WATER		806.02			
						806.02			
90089	CITY OF GULFPORT	0000		INV	12/17/2025		411747	620091	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 411 626003		LEISURE SE	WATER		91.70			
						91.70			
90089	CITY OF GULFPORT	0000		INV	12/17/2025		411748	620092	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 290 626003		FIRE	WATER		138.18			
						138.18			
90089	CITY OF GULFPORT	0000		INV	12/17/2025		411749	620093	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 815 626003		WATER	WATER		44.80			
						44.80			
90089	CITY OF GULFPORT	0000		INV	12/17/2025		411750	620094	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 290 626003		FIRE	WATER		203.92			
						203.92			
90089	CITY OF GULFPORT	0000		INV	12/17/2025		411751	620095	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 411 626003		LEISURE SE	WATER		39.00			
						39.00			
90089	CITY OF GULFPORT	0000		INV	12/17/2025		411752	620096	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 411 626003		LEISURE SE	WATER		39.00			
						39.00			
90089	CITY OF GULFPORT	0000		INV	12/17/2025		411753	620097	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 411 626003		LEISURE SE	WATER		5.80			
						5.80			
90089	CITY OF GULFPORT	0000		INV	12/17/2025		411754	620098	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 411 626003		LEISURE SE	WATER		29.03			
						29.03			

ACCOUNTS PAYABLE WARRANT REPORT

Detail Invoice List

WARRANT: 12172025 12/17/2025

CASH ACCOUNT: 001 100350 ACCOUNTS PAYABLE CLEARING

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
90089	CITY OF GULFPORT	0000		INV	12/17/2025		411755	620099	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 411 626003		LEISURE SE WATER			531.90			
						531.90			
90089	CITY OF GULFPORT	0000		INV	12/17/2025		411756	620100	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 411 626003		LEISURE SE WATER			66.90			
						66.90			
90089	CITY OF GULFPORT	0000		INV	12/17/2025		411757	620101	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 411 626003		LEISURE SE WATER			39.00			
						39.00			
90089	CITY OF GULFPORT	0000		INV	12/17/2025		411758	620102	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 411 626003		LEISURE SE WATER			11.70			
						11.70			
90089	CITY OF GULFPORT	0000		INV	12/17/2025		411759	620103	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 411 626003		LEISURE SE WATER			5.80			
						5.80			
90089	CITY OF GULFPORT	0000		INV	12/17/2025		411760	620104	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 411 626003		LEISURE SE WATER			113.16			
						113.16			
90089	CITY OF GULFPORT	0000		INV	12/17/2025		411761	620105	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 290 626003		FIRE WATER			138.18			
						138.18			
90089	CITY OF GULFPORT	0000		INV	12/17/2025		411762	620106	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 815 626003		WATER WATER			5.80			
						5.80			
90089	CITY OF GULFPORT	0000		INV	12/17/2025		411763	620107	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 411 626003		LEISURE SE WATER			460.46			
						460.46			

ACCOUNTS PAYABLE WARRANT REPORT

Detail Invoice List

WARRANT: 12172025 12/17/2025

CASH ACCOUNT: 001 100350 ACCOUNTS PAYABLE CLEARING

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
90089	CITY OF GULFPORT	0000		INV	12/17/2025		411764	620108	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 815 626003		WATER	WATER		70.00			
						70.00			
90089	CITY OF GULFPORT	0000		INV	12/17/2025		411765	620109	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 411 626003		LEISURE SE	WATER		166.10			
						166.10			
						CHECK TOTAL	**17,857.51**		
3283	COAST COCA COLA BOTTL	0000	260652	INV	12/17/2025		411483	619823	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 411 610700		LEISURE SE	OPER SUPL		783.00			
						783.00			
						CHECK TOTAL	**783.00**		
193	COAST ELECTRIC POWER	0000		INV	12/17/2025		411617	619960	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 325 625100		ENGINEER	STREET LHT		72.44			
						72.44			
193	COAST ELECTRIC POWER	0000		INV	12/17/2025		411618	619961	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 825 626002		SEWER	ELECTRIC		75.18			
						75.18			
193	COAST ELECTRIC POWER	0000		INV	12/17/2025		411619	619962	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 815 626002		WATER	ELECTRIC		1,216.88			
						1,216.88			
193	COAST ELECTRIC POWER	0000		INV	12/17/2025		411620	619963	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 825 626002		SEWER	ELECTRIC		187.00			
						187.00			
193	COAST ELECTRIC POWER	0000		INV	12/17/2025		411621	619964	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 815 626002		WATER	ELECTRIC		2,062.59			
						2,062.59			

ACCOUNTS PAYABLE WARRANT REPORT

Detail Invoice List

WARRANT: 12172025 12/17/2025

CASH ACCOUNT: 001 100350 ACCOUNTS PAYABLE CLEARING

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
193	COAST ELECTRIC POWER	0000		INV	12/17/2025		411622	619965	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 825 626002		SEWER	ELECTRIC		198.36			
						198.36			
193	COAST ELECTRIC POWER	0000		INV	12/17/2025		411623	619966	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 325 625100		ENGINEER	STREET LHT		99.00			
						99.00			
193	COAST ELECTRIC POWER	0000		INV	12/17/2025		411624	619967	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 825 626002		SEWER	ELECTRIC		125.07			
						125.07			
193	COAST ELECTRIC POWER	0000		INV	12/17/2025		411625	619968	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 325 625100		ENGINEER	STREET LHT		1,075.58			
						1,075.58			
193	COAST ELECTRIC POWER	0000		INV	12/17/2025		411626	619969	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 825 626002		SEWER	ELECTRIC		111.95			
						111.95			
193	COAST ELECTRIC POWER	0000		INV	12/17/2025		411627	619970	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 825 626002		SEWER	ELECTRIC		201.03			
						201.03			
193	COAST ELECTRIC POWER	0000		INV	12/17/2025		411628	619971	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 825 626002		SEWER	ELECTRIC		128.30			
						128.30			
193	COAST ELECTRIC POWER	0000		INV	12/17/2025		411629	619972	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 325 625100		ENGINEER	STREET LHT		197.04			
						197.04			
193	COAST ELECTRIC POWER	0000		INV	12/17/2025		411630	619973	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 325 625100		ENGINEER	STREET LHT		132.63			
						132.63			

ACCOUNTS PAYABLE WARRANT REPORT

Detail Invoice List

WARRANT: 12172025 12/17/2025

CASH ACCOUNT: 001 100350 ACCOUNTS PAYABLE CLEARING

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
193	COAST ELECTRIC POWER	0000		INV	12/17/2025		411631	619974	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 325 625100		ENGINEER	STREET LHT		149.86			
						149.86			
193	COAST ELECTRIC POWER	0000		INV	12/17/2025		411632	619975	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 815 626002		WATER	ELECTRIC		57.00			
						57.00			
193	COAST ELECTRIC POWER	0000		INV	12/17/2025		411633	619976	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 815 626002		WATER	ELECTRIC		55.66			
						55.66			
193	COAST ELECTRIC POWER	0000		INV	12/17/2025		411634	619977	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 815 626002		WATER	ELECTRIC		55.94			
						55.94			
193	COAST ELECTRIC POWER	0000		INV	12/17/2025		411635	619978	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 825 626002		SEWER	ELECTRIC		101.06			
						101.06			
193	COAST ELECTRIC POWER	0000		INV	12/17/2025		411636	619979	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 825 626002		SEWER	ELECTRIC		120.87			
						120.87			
193	COAST ELECTRIC POWER	0000		INV	12/17/2025		411637	619980	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 825 626002		SEWER	ELECTRIC		62.29			
						62.29			
193	COAST ELECTRIC POWER	0000		INV	12/17/2025		411638	619981	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 825 626002		SEWER	ELECTRIC		195.18			
						195.18			
193	COAST ELECTRIC POWER	0000		INV	12/17/2025		411639	619982	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 411 626002		LEISURE SE	ELECTRIC		1,927.38			
						1,927.38			

ACCOUNTS PAYABLE WARRANT REPORT

Detail Invoice List

WARRANT: 12172025 12/17/2025

CASH ACCOUNT: 001 100350 ACCOUNTS PAYABLE CLEARING

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
193	COAST ELECTRIC POWER	0000		INV	12/17/2025		411640	619983	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 815 626002		WATER	ELECTRIC		348.27			
						348.27			
193	COAST ELECTRIC POWER	0000		INV	12/17/2025		411641	619984	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 325 625100		ENGINEER	STREET LHT		671.25			
						671.25			
193	COAST ELECTRIC POWER	0000		INV	12/17/2025		411642	619985	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 325 625100		ENGINEER	STREET LHT		3,400.69			
						3,400.69			
193	COAST ELECTRIC POWER	0000		INV	12/17/2025		411643	619986	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 325 625100		ENGINEER	STREET LHT		4,400.32			
						4,400.32			
193	COAST ELECTRIC POWER	0000		INV	12/17/2025		411644	619987	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 325 625100		ENGINEER	STREET LHT		6,985.64			
						6,985.64			
193	COAST ELECTRIC POWER	0000		INV	12/17/2025		411645	619988	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 325 625100		ENGINEER	STREET LHT		89.86			
						89.86			
193	COAST ELECTRIC POWER	0000		INV	12/17/2025		411646	619989	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 325 625100		ENGINEER	STREET LHT		7,690.02			
						7,690.02			
193	COAST ELECTRIC POWER	0000		INV	12/17/2025		411647	619990	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 325 625100		ENGINEER	STREET LHT		9,014.25			
						9,014.25			
193	COAST ELECTRIC POWER	0000		INV	12/17/2025		411648	619991	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 825 626002		SEWER	ELECTRIC		70.38			
						70.38			

ACCOUNTS PAYABLE WARRANT REPORT

Detail Invoice List

WARRANT: 12172025 12/17/2025

CASH ACCOUNT: 001 100350 ACCOUNTS PAYABLE CLEARING

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
193	COAST ELECTRIC POWER	0000		INV	12/17/2025		411649	619992	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 325 625100		ENGINEER	STREET LHT		77.84			
						77.84			
193	COAST ELECTRIC POWER	0000		INV	12/17/2025		411650	619993	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 825 626002		SEWER	ELECTRIC		85.76			
						85.76			
193	COAST ELECTRIC POWER	0000		INV	12/17/2025		411651	619994	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 825 626002		SEWER	ELECTRIC		153.68			
						153.68			
						CHECK TOTAL	**41,596.25**		
43364	COASTAL PRINTS LLC	0000	260450	EFT	12/17/2025		411263	619592	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 148 612500		EVENTS	UNIFORMS		343.59			
						343.59			
						CHECK TOTAL	**343.59**		
29073	COBURN SUPPLY COMPANY	0000	260238	INV	12/17/2025		411584	619925	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 415 611000		BLDG MAINT	BLG MAT		27.07			
						27.07			
						CHECK TOTAL	**27.07**		
26190	ROBIN EWING POOL SUPP	0000	260556	EFT	12/17/2025		411515	619856	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 411 612200		LEISURE SE	REP&MAINT		850.00			
						850.00			
						CHECK TOTAL	**850.00**		
180	CONTROL SYSTEMS INC	0000	260252	INV	12/17/2025		411497	619838	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 825 615800		SEWER	LFT STATN		687.00			
						687.00			
						CHECK TOTAL	**687.00**		

ACCOUNTS PAYABLE WARRANT REPORT

Detail Invoice List

WARRANT: 12172025 12/17/2025

CASH ACCOUNT: 001 100350 ACCOUNTS PAYABLE CLEARING

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
42832	CORE GROUP GULFPORT	0000		EFT	12/17/2025		411031	619351	

ACCOUNT DETAIL						LINE AMOUNT
1	290	612200		FIRE	REP&MAINT	475.00

475.00

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
42832	CORE GROUP GULFPORT	0000	260261	EFT	12/17/2025		411496	619837	

ACCOUNT DETAIL						LINE AMOUNT
1	815	610700		WATER	OPER SUPL	1,647.33
2	815	620900		WATER	CONTRACT	1,130.00

2,777.33

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
42832	CORE GROUP GULFPORT	0000		EFT	12/17/2025		411794	620139	

ACCOUNT DETAIL						LINE AMOUNT
1	815	620900		WATER	CONTRACT	779.85

779.85

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
42832	CORE GROUP GULFPORT	0000		EFT	12/17/2025		411795	620140	

ACCOUNT DETAIL						LINE AMOUNT
1	815	620900		WATER	CONTRACT	875.00

875.00

CHECK TOTAL **4,907.18**

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
37710	COVINGTON CIVIL & ENV	0000	232959	EFT	12/17/2025		411766	620110	

ACCOUNT DETAIL						LINE AMOUNT
1	345	640200	23030	CP-RMB	CAP ENG	3,000.00

3,000.00

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
37710	COVINGTON CIVIL & ENV	0000	225226	EFT	12/17/2025		411768	620112	

ACCOUNT DETAIL						LINE AMOUNT
1	101	640200	Z8588	GENERAL	CAP ENG	6,427.92

6,427.92

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
37710	COVINGTON CIVIL & ENV	0000	225229	EFT	12/17/2025		411769	620113	

ACCOUNT DETAIL						LINE AMOUNT
1	101	640200	Z8587	GENERAL	CAP ENG	2,130.45

2,130.45

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
37710	COVINGTON CIVIL & ENV	0000	225227	EFT	12/17/2025		411770	620114	

ACCOUNT DETAIL						LINE AMOUNT
1	101	640200	Z8593	GENERAL	CAP ENG	909.65

909.65

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
37710	COVINGTON CIVIL & ENV	0000	241351	EFT	12/17/2025		411771	620115	

ACCOUNT DETAIL						LINE AMOUNT
1	363	640200	24024	ARPANONREC	CAP ENG	108,750.00

ACCOUNTS PAYABLE WARRANT REPORT

Detail Invoice List

WARRANT: 12172025 12/17/2025

CASH ACCOUNT: 001 100350 ACCOUNTS PAYABLE CLEARING

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
						108,750.00			
37710	COVINGTON CIVIL & ENV	0000	241352	EFT	12/17/2025		411772	620116	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 363 640200 24023 ARPANONREC CAP ENG					41,250.00			
						41,250.00			
37710	COVINGTON CIVIL & ENV	0000	242303	EFT	12/17/2025		411773	620117	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 361 640200 24030 WS CP NONR CAP ENG					12,936.25			
						12,936.25			
37710	COVINGTON CIVIL & ENV	0000	242303	EFT	12/17/2025		411774	620119	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 361 640200 24030 WS CP NONR CAP ENG					19,152.50			
						19,152.50			
						CHECK TOTAL	**194,556.77**		
1961	COVINGTON FLOORING CO	0000	260337	INV	12/17/2025		411243	619568	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 411 612200 LEISURE SE REP&MAINT					3,342.00			
						3,342.00			
1961	COVINGTON FLOORING CO	0000	260418	INV	12/17/2025		411244	619569	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 411 620900 LEISURE SE CONTRACT					5,091.00			
						5,091.00			
						CHECK TOTAL	**8,433.00**		
41178	CUBIC ITS, INC	0000	260496	EFT	12/17/2025		411493	619834	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 315 615600 TRAFFIC TRAFFIC SG					17,200.00			
						17,200.00			
						CHECK TOTAL	**17,200.00**		
37051	DEERE CREDIT INC	0000		INV	12/17/2025		411451	619790	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 411 626706 LEISURE SE OP LEASE					5,660.51			
						5,660.51			
						CHECK TOTAL	**5,660.51**		

ACCOUNTS PAYABLE WARRANT REPORT

Detail Invoice List

WARRANT: 12172025 12/17/2025

CASH ACCOUNT: 001 100350 ACCOUNTS PAYABLE CLEARING

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
43643	DELTA UTILITIES AGGRE	0000		INV	12/17/2025		411314	619649	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 290 626004		FIRE GAS			234.53			
						234.53			
43643	DELTA UTILITIES AGGRE	0000		INV	12/17/2025		411599	619942	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 313 626004		PUB WORK AGAS			268.83			
						268.83			
43643	DELTA UTILITIES AGGRE	0000		INV	12/17/2025		411600	619943	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 411 626004		LEISURE SE GAS			99.50			
						99.50			
43643	DELTA UTILITIES AGGRE	0000		INV	12/17/2025		411601	619944	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 290 626004		FIRE GAS			137.76			
						137.76			
43643	DELTA UTILITIES AGGRE	0000		INV	12/17/2025		411602	619945	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 290 626004		FIRE GAS			64.09			
						64.09			
43643	DELTA UTILITIES AGGRE	0000		INV	12/17/2025		411603	619946	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 411 626004		LEISURE SE GAS			55.48			
						55.48			
43643	DELTA UTILITIES AGGRE	0000		INV	12/17/2025		411604	619947	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 411 626004		LEISURE SE GAS			113.47			
						113.47			
43643	DELTA UTILITIES AGGRE	0000		INV	12/17/2025		411605	619948	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 411 626004		LEISURE SE GAS			59.78			
						59.78			
43643	DELTA UTILITIES AGGRE	0000		INV	12/17/2025		411606	619949	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 290 626004		FIRE GAS			91.80			
						91.80			

ACCOUNTS PAYABLE WARRANT REPORT

Detail Invoice List

WARRANT: 12172025 12/17/2025

CASH ACCOUNT: 001 100350 ACCOUNTS PAYABLE CLEARING

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
43643	DELTA UTILITIES AGGRE	0000		INV	12/17/2025		411607	619950	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 145 626004		FINANCE	GAS		116.52			
						116.52			
43643	DELTA UTILITIES AGGRE	0000		INV	12/17/2025		411608	619951	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 411 626004		LEISURE SE	GAS		95.68			
						95.68			
43643	DELTA UTILITIES AGGRE	0000		INV	12/17/2025		411609	619952	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 411 626004		LEISURE SE	GAS		50.06			
						50.06			
43643	DELTA UTILITIES AGGRE	0000		INV	12/17/2025		411610	619953	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 150 626004		INFO TECH	GAS		114.71			
						114.71			
43643	DELTA UTILITIES AGGRE	0000		INV	12/17/2025		411611	619954	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 411 626004		LEISURE SE	GAS		64.98			
						64.98			
43643	DELTA UTILITIES AGGRE	0000		INV	12/17/2025		411612	619955	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 815 626004		WATER	GAS		46.86			
						46.86			
43643	DELTA UTILITIES AGGRE	0000		INV	12/17/2025		411613	619956	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 411 626004		LEISURE SE	GAS		50.50			
						50.50			
43643	DELTA UTILITIES AGGRE	0000		INV	12/17/2025		411614	619957	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 290 626004		FIRE	GAS		245.88			
						245.88			
						CHECK TOTAL	**1,910.43**		
94046	DENIS DAVIDSON	0000		INV	12/17/2025		411294	619628	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 290 622300		FIRE	TRAIN PRG		25.00			
						25.00			

ACCOUNTS PAYABLE WARRANT REPORT

Detail Invoice List

WARRANT: 12172025 12/17/2025

CASH ACCOUNT: 001 100350 ACCOUNTS PAYABLE CLEARING

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
94046	DENIS DAVIDSON	0000		INV	12/17/2025		411295	619629	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 290 622300		FIRE	TRAIN PRG		40.00			
						40.00			
						CHECK TOTAL	**65.00**		
10297	DESIGN PRECAST INC	0000	260392	EFT	12/17/2025		411489	619830	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 815 616700		WATER	WATERLINE		1,875.00			
						1,875.00			
						CHECK TOTAL	**1,875.00**		
39259	DNA UNDERGROUND LLC	0000	252314	EFT	12/17/2025		411658	620001	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 825 630100		SEWER	CAP OTLY		6,250.00			
						6,250.00			
						CHECK TOTAL	**6,250.00**		
5086	DOLEAC ELECTRIC CO IN	0000	260527	INV	12/17/2025		411245	619570	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 411 620900		LEISURE SE	CONTRACT		1,158.00			
						1,158.00			
						CHECK TOTAL	**1,158.00**		
11424	EAGLE ENERGY INC.	0000		EFT	12/17/2025		411579	619921	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 445 614100		J T JONES	FUEL RETAI		7,389.63			
						7,389.63			
11424	EAGLE ENERGY INC.	0000		EFT	12/17/2025		411580	619922	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 445 614100		J T JONES	FUEL RETAI		2,625.49			
						2,625.49			
						CHECK TOTAL	**10,015.12**		
40843	EAGLE SERVICES, INC.	0000	260660	EFT	12/17/2025		411616	619959	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 415 624601		BLDG MAINT	REPAIRS		480.00			
						480.00			

ACCOUNTS PAYABLE WARRANT REPORT

Detail Invoice List

WARRANT: 12172025 12/17/2025

CASH ACCOUNT: 001 100350 ACCOUNTS PAYABLE CLEARING

VENDOR		REMIT	PO	TYPE	DUE DATE		AMOUNT	DOCUMENT	VOUCHER	CHECK
						CHECK TOTAL	**480.00**			
41691	FERGUSON US HOLDINGS,	0000	260410	EFT	12/17/2025			411502	619843	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 815 616700		WATER	WATERLINE		12,281.60				
							12,281.60			
41691	FERGUSON US HOLDINGS,	0000	260446	EFT	12/17/2025			411503	619844	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 825 616100		SEWER	SEWER-SUPP		2,320.00				
							2,320.00			
41691	FERGUSON US HOLDINGS,	0000	260446	EFT	12/17/2025			411504	619845	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 825 616100		SEWER	SEWER-SUPP		250.00				
							250.00			
41691	FERGUSON US HOLDINGS,	0000	260446	EFT	12/17/2025			411505	619846	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 825 616100		SEWER	SEWER-SUPP		750.00				
							750.00			
41691	FERGUSON US HOLDINGS,	0000	260497	EFT	12/17/2025			411507	619848	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 815 616700		WATER	WATERLINE		325.00				
							325.00			
41691	FERGUSON US HOLDINGS,	0000	260348	EFT	12/17/2025			411508	619849	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 825 616100		SEWER	SEWER-SUPP		1,150.00				
							1,150.00			
						CHECK TOTAL	**17,076.60**			
41829	WORKING FIRE FURNITUR	0000	260571	EFT	12/17/2025			411477	619817	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 290 610700		FIRE	OPER SUPL		1,679.96				
							1,679.96			
						CHECK TOTAL	**1,679.96**			
238	FORESTRY SUPPLIERS IN	0000	260494	EFT	12/17/2025			411495	619836	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 325 610700		ENGINEER	OPER SUPL		109.92				
							109.92			

ACCOUNTS PAYABLE WARRANT REPORT

Detail Invoice List

WARRANT: 12172025 12/17/2025

CASH ACCOUNT: 001 100350 ACCOUNTS PAYABLE CLEARING

VENDOR		REMIT	PO	TYPE	DUE DATE		AMOUNT	DOCUMENT	VOUCHER	CHECK
						CHECK TOTAL	**109.92**			
17806	FROGGYS FOG LLC	0000	260586	EFT	12/17/2025			411379	619715	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 447 610700		HRB LGT EX OP SUPPLIE			1,749.97				
							1,749.97			
						CHECK TOTAL	**1,749.97**			
6528	FLEETCOR	0001		EFT	12/17/2025			411009	619329	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 611 614000		PLAN & ZON FUEL			93.07				
							93.07			
6528	FLEETCOR	0001		EFT	12/17/2025			411011	619331	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 411 614000		LEISURE SE FUEL			121.10				
	2 447 614000		HRB LGT EX FUEL			115.30				
							236.40			
6528	FLEETCOR	0001		EFT	12/17/2025			411024	619344	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 415 614000		BLDG MAINT FUEL			132.59				
							132.59			
6528	FLEETCOR	0001		EFT	12/17/2025			411034	619354	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 411 614000		LEISURE SE FUEL			116.89				
							116.89			
6528	FLEETCOR	0001		EFT	12/17/2025			411047	619369	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 215 614000		CODE ENF FUEL			166.56				
	2 213 614000		OPERATING FUEL			9,429.62				
							9,596.18			
6528	FLEETCOR	0001		EFT	12/17/2025			411290	619622	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 290 614000		FIRE FUEL			2,282.38				
							2,282.38			
6528	FLEETCOR	0001		EFT	12/17/2025			411327	619663	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 150 614000		INFO TECH FUEL			28.61				
							28.61			

ACCOUNTS PAYABLE WARRANT REPORT

Detail Invoice List

WARRANT: 12172025 12/17/2025

CASH ACCOUNT: 001 100350 ACCOUNTS PAYABLE CLEARING

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
6528	FLEETCOR	0001		EFT	12/17/2025		411331	619667	

ACCOUNT DETAIL					LINE AMOUNT
1	411	614000	LEISURE SE	FUEL	38.82
2	447	614000	HRB LGT EX	FUEL	159.96

198.78

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
6528	FLEETCOR	0001		EFT	12/17/2025		411332	619668	

ACCOUNT DETAIL					LINE AMOUNT
1	290	614000	FIRE	FUEL	2,284.11

2,284.11

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
6528	FLEETCOR	0001		EFT	12/17/2025		411333	619670	

ACCOUNT DETAIL					LINE AMOUNT
1	411	614000	LEISURE SE	FUEL	311.30

311.30

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
6528	FLEETCOR	0001		EFT	12/17/2025		411334	619669	

ACCOUNT DETAIL					LINE AMOUNT
1	611	614000	PLAN & ZON	FUEL	63.06

63.06

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
6528	FLEETCOR	0001		EFT	12/17/2025		411365	619701	

ACCOUNT DETAIL					LINE AMOUNT
1	411	614000	LEISURE SE	FUEL	3,719.59

3,719.59

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
6528	FLEETCOR	0001		EFT	12/17/2025		411366	619702	

ACCOUNT DETAIL					LINE AMOUNT
1	411	614000	LEISURE SE	FUEL	68.70

68.70

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
6528	FLEETCOR	0001		EFT	12/17/2025		411378	619714	

ACCOUNT DETAIL					LINE AMOUNT
1	811	614000	UTIL BILL	FUEL	33.19

33.19

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
6528	FLEETCOR	0001		EFT	12/17/2025		411388	619724	

ACCOUNT DETAIL					LINE AMOUNT
1	213	614000	OPERATING	FUEL	7,541.12

7,541.12

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
6528	FLEETCOR	0001		EFT	12/17/2025		411395	619731	

ACCOUNT DETAIL					LINE AMOUNT
1	445	614000	J T JONES	FUEL	54.62

54.62

ACCOUNTS PAYABLE WARRANT REPORT

Detail Invoice List

WARRANT: 12172025 12/17/2025

CASH ACCOUNT: 001 100350 ACCOUNTS PAYABLE CLEARING

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
6528	FLEETCOR	0001		EFT	12/17/2025		411438	619775	

ACCOUNT DETAIL					LINE AMOUNT
1	415	614000	BLDG MAINT	FUEL	124.12
					124.12

6528	FLEETCOR	0001		EFT	12/17/2025		411468	619808	

ACCOUNT DETAIL					LINE AMOUNT
1	445	614000	J T JONES	FUEL	47.32
					47.32

6528	FLEETCOR	0001		EFT	12/17/2025		411803	620148	

ACCOUNT DETAIL					LINE AMOUNT
1	313	614000	PUB WORK A	FUEL	376.43
					376.43

6528	FLEETCOR	0001		EFT	12/17/2025		411804	620149	

ACCOUNT DETAIL					LINE AMOUNT
1	815	614000	WATER	FUEL	47.80
					47.80

6528	FLEETCOR	0001		EFT	12/17/2025		411805	620150	

ACCOUNT DETAIL					LINE AMOUNT
1	315	614000	TRAFFIC	FUEL	477.35
					477.35
					CHECK TOTAL **27,833.61**

36347	FUN EXPRESS LLC	0000	260350	INV	12/17/2025		411481	619821	

ACCOUNT DETAIL					LINE AMOUNT
1	290	627702	FIRE	DEPT CONT	347.80
					347.80
					CHECK TOTAL **347.80**

43637	ARTHUR J GALLAGHER &	0000		EFT	12/17/2025		412148	620493	

ACCOUNT DETAIL					LINE AMOUNT
1	915	622101	WORKCOMP	PF - CC	21,648.90
					21,648.90
					CHECK TOTAL **21,648.90**

384	GALLS LLC	0000	260172	EFT	12/17/2025		411247	619573	

ACCOUNT DETAIL					LINE AMOUNT
1	213	610700	OPERATING	OPER SUPL	11.03
2	213	612500	OPERATING	UNIFORMS	192.00

ACCOUNTS PAYABLE WARRANT REPORT

Detail Invoice List

WARRANT: 12172025 12/17/2025

CASH ACCOUNT: 001 100350 ACCOUNTS PAYABLE CLEARING

VENDOR		REMIT	PO	TYPE	DUE DATE		AMOUNT	DOCUMENT	VOUCHER	CHECK
							203.03			
						CHECK TOTAL	**203.03**			
43727	GEARBOX ENTERTAINMENT	0000		INV	12/17/2025			411387	619723	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 147 623700		MARKETING BS RET			850.00				
							850.00			
						CHECK TOTAL	**850.00**			
42706	GERARD THOMAS JOHNSON	0000		EFT	12/17/2025			411417	619741	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 135 620900		CITY ATTY	CONTRACT		2,077.20				
							2,077.20			
						CHECK TOTAL	**2,077.20**			
39641	GLOBE MANUFACTURING L	0000		EFT	12/17/2025			411022	619343	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 290 612500		FIRE	UNIFORMS		105.54				
							105.54			
39641	GLOBE MANUFACTURING L	0000	260545	EFT	12/17/2025			411516	619857	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 290 612500		FIRE	UNIFORMS		603.79				
							603.79			
						CHECK TOTAL	**709.33**			
43841	GOPHOTO LLC	0000		INV	12/17/2025			411393	619729	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 447 620900		HRB LGT EX	CONTRACT		260.20				
							260.20			
						CHECK TOTAL	**260.20**			
5534	M J DONOVAN ENTERPRIS	0000	260488	EFT	12/17/2025			411239	619564	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 213 611300		OPERATING	MOTR VEH		1,480.24				
							1,480.24			
						CHECK TOTAL	**1,480.24**			

ACCOUNTS PAYABLE WARRANT REPORT

Detail Invoice List

WARRANT: 12172025 12/17/2025

CASH ACCOUNT: 001 100350 ACCOUNTS PAYABLE CLEARING

VENDOR		REMIT	PO	TYPE	DUE DATE		AMOUNT	DOCUMENT	VOUCHER	CHECK
3220	GREEN FOREST NURSERY	0000	260555	INV	12/17/2025			411201	619523	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 411 615300		LEISURE SE MEMORY TRE			60.00				
							60.00			
						CHECK TOTAL	**60.00**			
41100	GUARDIAN ALLIANCE TEC	0000	260050	EFT	12/17/2025			411308	619643	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 213 627900		OPERATING MISC			100.00				
							100.00			
						CHECK TOTAL	**100.00**			
10255	GULF BREEZE CONSTRUCT	0000	251752	EFT	12/17/2025			411780	620125	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 101 640100 Z8588		GENERAL CAP CONST			102,314.05				
							102,314.05			
10255	GULF BREEZE CONSTRUCT	0000	251404	EFT	12/17/2025			411783	620128	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 101 640100 Z8593		GENERAL CAP CONST			54,336.79				
							54,336.79			
						CHECK TOTAL	**156,650.84**			
35999	GULF BREEZE LANDSCAPI	0000	260484	EFT	12/17/2025			411520	619862	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 411 620900		LEISURE SE CONTRACT			7,774.22				
							7,774.22			
35999	GULF BREEZE LANDSCAPI	0000	260484	EFT	12/17/2025			411588	619929	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 411 620900		LEISURE SE CONTRACT			6,469.95				
							6,469.95			
35999	GULF BREEZE LANDSCAPI	0000		EFT	12/17/2025			411589	619930	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 411 620900		LEISURE SE CONTRACT			1,195.00				
							1,195.00			
35999	GULF BREEZE LANDSCAPI	0000		EFT	12/17/2025			411590	619931	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 411 620900		LEISURE SE CONTRACT			26,075.00				
							26,075.00			

ACCOUNTS PAYABLE WARRANT REPORT

Detail Invoice List

WARRANT: 12172025 12/17/2025

CASH ACCOUNT: 001 100350 ACCOUNTS PAYABLE CLEARING

VENDOR		REMIT	PO	TYPE	DUE DATE		AMOUNT	DOCUMENT	VOUCHER	CHECK
35999	GULF BREEZE LANDSCAPI	0000	260484	EFT	12/17/2025			411591	619932	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 411 620900		LEISURE SE CONTRACT			1,702.48				
							1,702.48			
35999	GULF BREEZE LANDSCAPI	0000	260484	EFT	12/17/2025			411592	619933	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 411 620900		LEISURE SE CONTRACT			7,082.25				
							7,082.25			
35999	GULF BREEZE LANDSCAPI	0000	260484	EFT	12/17/2025			411652	619995	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 411 620900		LEISURE SE CONTRACT			2,597.11				
							2,597.11			
						CHECK TOTAL	**52,896.01**			
329	GULF COAST BUSINESS S	0000	260553	EFT	12/17/2025			411036	619356	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 411 610100		LEISURE SE JANITORIAL			485.56				
							485.56			
329	GULF COAST BUSINESS S	0000	260601	EFT	12/17/2025			411307	619642	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 611 610400		PLAN & ZON OFF SUPPLS			67.62				
							67.62			
						CHECK TOTAL	**553.18**			
417	GULF COAST CENTER FOR	0000		EFT	12/17/2025			411478	619818	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 135 620900		CITY ATTY CONTRACT			1,620.85				
							1,620.85			
						CHECK TOTAL	**1,620.85**			
43463	GULF WINDS TITLE INC	0000		INV	12/17/2025			411284	619616	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 215 625500		CODE ENF LOT ASSESS			367.50				
							367.50			
						CHECK TOTAL	**367.50**			

ACCOUNTS PAYABLE WARRANT REPORT

Detail Invoice List

WARRANT: 12172025 12/17/2025

CASH ACCOUNT: 001 100350 ACCOUNTS PAYABLE CLEARING

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
42661	H&S CONSTRUCTION	0000	260098	EFT	12/17/2025		411328	619664	

ACCOUNT DETAIL					LINE AMOUNT
1	447	620960	HRB LGT EX	HL - SETUP	18,000.00

18,000.00

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
42661	H&S CONSTRUCTION	0000	260138	EFT	12/17/2025		411330	619666	

ACCOUNT DETAIL					LINE AMOUNT
1	447	620960	HRB LGT EX	HL - SETUP	40,000.00

40,000.00

CHECK TOTAL 58,000.00

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
25678	H2O INNOVATION OPERAT	0000	260436	EFT	12/17/2025		411655	619998	

ACCOUNT DETAIL					LINE AMOUNT
1	311	621800	STS & DRAI	PRIVATE	498,370.09

498,370.09

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
25678	H2O INNOVATION OPERAT	0000	260436	EFT	12/17/2025		411656	619999	

ACCOUNT DETAIL					LINE AMOUNT
1	815	621800	WATER	PRIVATE	297,299.92
2	825	621800	SEWER	PRIVATE	297,299.92

594,599.84

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
25678	H2O INNOVATION OPERAT	0000	260437	EFT	12/17/2025		411657	620000	

ACCOUNT DETAIL					LINE AMOUNT
1	850	620912	Sld Wst Ex	C - DEBRIS	172,274.63

172,274.63

CHECK TOTAL 1,265,244.56

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
2592	HANCOCK BANK/WHITNEY	0000		INV	12/17/2025		411455	619794	

ACCOUNT DETAIL					LINE AMOUNT
1	701	650700	DEBT SERV	AGENCY FEE	1,226.59
2	835	650700	DEBT WS	AGENCY FEE	1,073.41

2,300.00

CHECK TOTAL 2,300.00

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
2066	HAVARD PEST CONTROL	0000		EFT	12/17/2025		411255	619583	

ACCOUNT DETAIL					LINE AMOUNT
1	111	621700	MAYOR	MAINT CONT	13.33
2	143	620900	CAO OFFICE	CONTRACT	13.34
3	147	621700	MARKETING	MAINT CONT	13.33

40.00

ACCOUNTS PAYABLE WARRANT REPORT

Detail Invoice List

WARRANT: 12172025 12/17/2025

CASH ACCOUNT: 001 100350 ACCOUNTS PAYABLE CLEARING

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
2066	HAVARD PEST CONTROL	0000		EFT	12/17/2025		411404	619742	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 125 620900		CITY COURT	CONTRACT		40.00			
						40.00			
2066	HAVARD PEST CONTROL	0000		EFT	12/17/2025		411561	619903	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 411 620900		LEISURE SE	CONTRACT		200.00			
						200.00			
2066	HAVARD PEST CONTROL	0000		EFT	12/17/2025		411562	619904	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 411 620900		LEISURE SE	CONTRACT		184.00			
						184.00			
2066	HAVARD PEST CONTROL	0000		EFT	12/17/2025		411563	619905	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 145 620900		FINANCE	CONTRACT		184.00			
						184.00			
2066	HAVARD PEST CONTROL	0000		EFT	12/17/2025		411582	619923	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 411 620900		LEISURE SE	CONTRACT		450.00			
						450.00			
						CHECK TOTAL	**1,098.00**		
13254	HEMPHILL CONSTRUCTION	0000	250532	INV	12/17/2025		411776	620121	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 362 640100 24024		CP ARPA RE	CAP CONST		312,883.00			
	2 363 640100 24024		ARPANONREC	CAP CONST		312,883.00			
						625,766.00			
13254	HEMPHILL CONSTRUCTION	0000	250532	INV	12/17/2025		411777	620122	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 362 640100 24024		CP ARPA RE	CAP CONST		59,203.37			
	2 363 640100 24024		ARPANONREC	CAP CONST		59,203.38			
						118,406.75			
13254	HEMPHILL CONSTRUCTION	0000	250532	INV	12/17/2025		411778	620123	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 362 640100 24024		CP ARPA RE	CAP CONST		547,456.82			
	2 363 640100 24024		ARPANONREC	CAP CONST		547,456.83			
						1,094,913.65			

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Detail Invoice List

WARRANT: 12172025 12/17/2025

CASH ACCOUNT: 001 100350 ACCOUNTS PAYABLE CLEARING

VENDOR		REMIT	PO	TYPE	DUE DATE		AMOUNT	DOCUMENT	VOUCHER	CHECK
13254	HEMPHILL CONSTRUCTION	0000	250532	INV	12/17/2025			411779	620124	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 362 640100 24024		CP ARPA RE	CAP CONST		358,243.32				
	2 363 640100 24024		ARPANONREC	CAP CONST		358,243.33				
							716,486.65			
						CHECK TOTAL	**2,555,573.05**			
43729	HILLTREE MARKETING LL	0000	260165	INV	12/17/2025			411581	619859	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 147 623700		MARKETING	BS RET		6,000.00				
							6,000.00			
						CHECK TOTAL	**6,000.00**			
530	HOWARD SMITH EQUIPMEN	0000	260148	EFT	12/17/2025			411320	619656	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 290 610700		FIRE	OPER SUPL		177.71				
							177.71			
530	HOWARD SMITH EQUIPMEN	0000	260148	EFT	12/17/2025			411398	619734	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 290 610700		FIRE	OPER SUPL		33.62				
							33.62			
						CHECK TOTAL	**211.33**			
527	HOWARDS PAINT & DECOR	0000	260363	EFT	12/17/2025			411013	619333	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 415 624601		BLDG MAINT	REPAIRS		1,033.75				
							1,033.75			
527	HOWARDS PAINT & DECOR	0000	260562	EFT	12/17/2025			411029	619349	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 415 611000		BLDG MAINT	BLG MAT		52.06				
							52.06			
527	HOWARDS PAINT & DECOR	0000	260596	EFT	12/17/2025			411319	619655	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 290 610700		FIRE	OPER SUPL		2,409.01				
							2,409.01			
						CHECK TOTAL	**3,494.82**			

ACCOUNTS PAYABLE WARRANT REPORT

Detail Invoice List

WARRANT: 12172025 12/17/2025

CASH ACCOUNT: 001 100350 ACCOUNTS PAYABLE CLEARING

VENDOR		REMIT	PO	TYPE	DUE DATE		AMOUNT	DOCUMENT	VOUCHER	CHECK
548	HUMANE SOCIETY OF S M	0000		EFT	12/17/2025			411246	619572	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 213 614900		OPERATING ANIMAL CON			32,504.03				
							32,504.03			
548	HUMANE SOCIETY OF S M	0000		EFT	12/17/2025			411282	619614	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 213 614900		OPERATING ANIMAL CON			17,936.20				
							17,936.20			
						CHECK TOTAL	**50,440.23**			
36679	DIANA PUNZO	0000	260414	EFT	12/17/2025			411265	619594	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 447 610700		HRB LGT EX OP SUPPLIE			180.00				
							180.00			
						CHECK TOTAL	**180.00**			
41783	IMAGEN BRANDS	0000	260340	INV	12/17/2025			411204	619527	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 447 614110		HRB LGT EX RESALE			6,132.19				
							6,132.19			
						CHECK TOTAL	**6,132.19**			
1140	INTERNATIONAL ASSOCIA	0001		INV	12/17/2025			411283	619615	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 213 621900		OPERATING MEMBER DUE			220.00				
							220.00			
						CHECK TOTAL	**220.00**			
261	ISCO METALS & SUPPLY	0000	260572	EFT	12/17/2025			411021	619341	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 290 611000		FIRE BLG MAT			618.00				
							618.00			
						CHECK TOTAL	**618.00**			
43022	JAAF LLC	0000	260493	EFT	12/17/2025			411224	619546	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 213 611300		OPERATING MOTR VEH			249.26				
							249.26			

ACCOUNTS PAYABLE WARRANT REPORT

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WARRANT: 12172025 12/17/2025

CASH ACCOUNT: 001 100350 ACCOUNTS PAYABLE CLEARING

VENDOR		REMIT	PO	TYPE	DUE DATE		AMOUNT	DOCUMENT	VOUCHER	CHECK
						CHECK TOTAL	**249.26**			
43151	JHS ENTERPRISES INC	0000	260607	EFT	12/17/2025			411253	619581	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 213 626500		OPERATING	PRINTING		104.00				
							104.00			
43151	JHS ENTERPRISES INC	0000	260325	EFT	12/17/2025			411269	619598	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 148 610700		EVENTS	OP SUPPLIE		39.00				
	2 411 610700		LEISURE SE	OPER SUPL		273.00				
	3 445 610700		J T JONES	OPER SUPL		117.00				
							429.00			
43151	JHS ENTERPRISES INC	0000	260580	EFT	12/17/2025			411506	619847	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 313 610700		PUB WORK A	OPER SUPL		286.00				
	2 815 610700		WATER	OPER SUPL		143.00				
	3 825 610700		SEWER	OPER SUPL		143.00				
							572.00			
						CHECK TOTAL	**1,105.00**			
43147	JLE INCORPORATED	0000	260460	EFT	12/17/2025			411381	619717	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 447 626100		HRB LGT EX	ADVERTSNG		256.00				
							256.00			
43147	JLE INCORPORATED	0000	260460	EFT	12/17/2025			411384	619720	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 447 626100		HRB LGT EX	ADVERTSNG		320.00				
							320.00			
43147	JLE INCORPORATED	0000	260460	EFT	12/17/2025			411385	619721	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 447 626100		HRB LGT EX	ADVERTSNG		192.00				
							192.00			
						CHECK TOTAL	**768.00**			
301	JOHNSON DIESEL INC	0000	260628	INV	12/17/2025			411240	619565	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 290 611300		FIRE	MOTR VEH		1,221.64				
							1,221.64			

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WARRANT: 12172025 12/17/2025

CASH ACCOUNT: 001 100350 ACCOUNTS PAYABLE CLEARING

VENDOR		REMIT	PO	TYPE	DUE DATE		AMOUNT	DOCUMENT	VOUCHER	CHECK
301	JOHNSON DIESEL INC	0000	260636	INV	12/17/2025			411241	619566	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 290 611300		FIRE	MOTR VEH		1,290.21				
							1,290.21			
301	JOHNSON DIESEL INC	0000	260641	INV	12/17/2025			411376	619712	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 290 611300		FIRE	MOTR VEH		2,588.94				
							2,588.94			
						CHECK TOTAL	**5,100.79**			
42355	ASCEND LEARNING HOLDI	0000	260597	INV	12/17/2025			411191	619513	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 290 622300		FIRE	TRAIN PRG		2,938.99				
							2,938.99			
						CHECK TOTAL	**2,938.99**			
34786	JONES WALKER LLP	0000		INV	12/17/2025			411380	619716	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 145 627900		FINANCE	MISC		2,000.00				
							2,000.00			
						CHECK TOTAL	**2,000.00**			
43178	JP MORGAN CHASE BANK	0000		EFT	12/17/2025			411978	620323	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 447 626100		HRB LGT EX	ADVERTSNG		336.00				
							336.00			
43178	JP MORGAN CHASE BANK	0000		EFT	12/17/2025			411979	620324	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 447 610700		HRB LGT EX	OP SUPPLIE		249.75				
							249.75			
43178	JP MORGAN CHASE BANK	0000		EFT	12/17/2025			411980	620325	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 213 626900		OPERATING	TRAVEL		1,073.50				
							1,073.50			
43178	JP MORGAN CHASE BANK	0000		EFT	12/17/2025			411981	620326	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 213 626900		OPERATING	TRAVEL		84.00				
							84.00			

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WARRANT: 12172025 12/17/2025

CASH ACCOUNT: 001 100350 ACCOUNTS PAYABLE CLEARING

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
43178	JP MORGAN CHASE BANK	0000		EFT	12/17/2025		411982	620327	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 213 626900		OPERATING TRAVEL			-158.72			
						-158.72			
43178	JP MORGAN CHASE BANK	0000		EFT	12/17/2025		411983	620328	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 213 626900		OPERATING TRAVEL			25.07			
						25.07			
43178	JP MORGAN CHASE BANK	0000		EFT	12/17/2025		411984	620329	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 213 626900		OPERATING TRAVEL			40.00			
						40.00			
43178	JP MORGAN CHASE BANK	0000		EFT	12/17/2025		411985	620330	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 150 621700		INFO TECH	MAINT CONT		8.08			
						8.08			
43178	JP MORGAN CHASE BANK	0000		EFT	12/17/2025		411986	620331	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 213 610400		OPERATING	OFF SUPPLS		9.49			
						9.49			
43178	JP MORGAN CHASE BANK	0000		EFT	12/17/2025		411987	620332	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 213 626900		OPERATING TRAVEL			35.72			
						35.72			
43178	JP MORGAN CHASE BANK	0000		EFT	12/17/2025		411988	620333	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 213 626900		OPERATING TRAVEL			23.17			
						23.17			
43178	JP MORGAN CHASE BANK	0000		EFT	12/17/2025		411989	620334	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 445 610700		J T JONES	OPER SUPL		66.31			
						66.31			
43178	JP MORGAN CHASE BANK	0000		EFT	12/17/2025		411990	620335	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 213 612500		OPERATING	UNIFORMS		175.95			
						175.95			

ACCOUNTS PAYABLE WARRANT REPORT

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WARRANT: 12172025 12/17/2025

CASH ACCOUNT: 001 100350 ACCOUNTS PAYABLE CLEARING

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
43178	JP MORGAN CHASE BANK	0000		EFT	12/17/2025		411991	620336	

ACCOUNT DETAIL				LINE AMOUNT
1	213 612500	OPERATING	UNIFORMS	84.66

84.66

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
43178	JP MORGAN CHASE BANK	0000		EFT	12/17/2025		411992	620337	

ACCOUNT DETAIL				LINE AMOUNT
1	445 610700	J T JONES	OPER SUPL	203.96

203.96

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
43178	JP MORGAN CHASE BANK	0000		EFT	12/17/2025		411993	620338	

ACCOUNT DETAIL				LINE AMOUNT
1	213 612500	OPERATING	UNIFORMS	306.02

306.02

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
43178	JP MORGAN CHASE BANK	0000		EFT	12/17/2025		411994	620339	

ACCOUNT DETAIL				LINE AMOUNT
1	213 612500	OPERATING	UNIFORMS	138.03

138.03

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
43178	JP MORGAN CHASE BANK	0000		EFT	12/17/2025		411995	620340	

ACCOUNT DETAIL				LINE AMOUNT
1	115 622100	COUNCIL	PROF FEES	229.15

229.15

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
43178	JP MORGAN CHASE BANK	0000		EFT	12/17/2025		411996	620341	

ACCOUNT DETAIL				LINE AMOUNT
1	611 610400	PLAN & ZON	OFF SUPPLS	165.63

165.63

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
43178	JP MORGAN CHASE BANK	0000		EFT	12/17/2025		411997	620342	

ACCOUNT DETAIL				LINE AMOUNT
1	447 611000	HRB LGT EX	BLDG MATLS	3,623.00

3,623.00

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
43178	JP MORGAN CHASE BANK	0000		EFT	12/17/2025		411998	620343	

ACCOUNT DETAIL				LINE AMOUNT
1	611 610400	PLAN & ZON	OFF SUPPLS	10.64

10.64

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
43178	JP MORGAN CHASE BANK	0000		EFT	12/17/2025		411999	620344	

ACCOUNT DETAIL				LINE AMOUNT
1	611 610400	PLAN & ZON	OFF SUPPLS	95.90

95.90

ACCOUNTS PAYABLE WARRANT REPORT

Detail Invoice List

WARRANT: 12172025 12/17/2025

CASH ACCOUNT: 001 100350 ACCOUNTS PAYABLE CLEARING

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
43178	JP MORGAN CHASE BANK	0000		EFT	12/17/2025		412000	620345	

ACCOUNT DETAIL					LINE AMOUNT
1	290	610700	FIRE	OPER SUPL	53.58

53.58

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
43178	JP MORGAN CHASE BANK	0000		EFT	12/17/2025		412001	620346	

ACCOUNT DETAIL					LINE AMOUNT
1	411	610700	LEISURE SE	OPER SUPL	483.43

483.43

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
43178	JP MORGAN CHASE BANK	0000		EFT	12/17/2025		412002	620347	

ACCOUNT DETAIL					LINE AMOUNT
1	447	626100	HRB LGT EX	ADVERTSNG	103.00

103.00

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
43178	JP MORGAN CHASE BANK	0000		EFT	12/17/2025		412003	620348	

ACCOUNT DETAIL					LINE AMOUNT
1	213	622300	OPERATING	TRAIN PRG	2,994.00

2,994.00

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
43178	JP MORGAN CHASE BANK	0000		EFT	12/17/2025		412004	620349	

ACCOUNT DETAIL					LINE AMOUNT
1	447	610700	HRB LGT EX	OP SUPPLIE	375.15

375.15

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
43178	JP MORGAN CHASE BANK	0000		EFT	12/17/2025		412005	620350	

ACCOUNT DETAIL					LINE AMOUNT
1	115	626001	COUNCIL	TELEPHONE	488.28

488.28

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
43178	JP MORGAN CHASE BANK	0000		EFT	12/17/2025		412006	620351	

ACCOUNT DETAIL					LINE AMOUNT
1	815	610700	WATER	OPER SUPL	83.67

83.67

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
43178	JP MORGAN CHASE BANK	0000		EFT	12/17/2025		412007	620352	

ACCOUNT DETAIL					LINE AMOUNT
1	445	610700	J T JONES	OPER SUPL	25.68

25.68

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
43178	JP MORGAN CHASE BANK	0000		EFT	12/17/2025		412008	620353	

ACCOUNT DETAIL					LINE AMOUNT
1	447	610700	HRB LGT EX	OP SUPPLIE	24.95

24.95

ACCOUNTS PAYABLE WARRANT REPORT

Detail Invoice List

WARRANT: 12172025 12/17/2025

CASH ACCOUNT: 001 100350 ACCOUNTS PAYABLE CLEARING

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
43178	JP MORGAN CHASE BANK	0000		EFT	12/17/2025		412009	620354	

ACCOUNT DETAIL					LINE AMOUNT
1	213	626900	OPERATING	TRAVEL	341.77

341.77

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
43178	JP MORGAN CHASE BANK	0000		EFT	12/17/2025		412010	620355	

ACCOUNT DETAIL					LINE AMOUNT
1	445	610100	J T JONES	JANITORIAL	280.71

280.71

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
43178	JP MORGAN CHASE BANK	0000		EFT	12/17/2025		412011	620356	

ACCOUNT DETAIL					LINE AMOUNT
1	411	610700	LEISURE SE	OPER SUPL	214.38

214.38

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
43178	JP MORGAN CHASE BANK	0000		EFT	12/17/2025		412012	620357	

ACCOUNT DETAIL					LINE AMOUNT
1	447	611000	HRB LGT EX	BLDG MATLS	1,736.95

1,736.95

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
43178	JP MORGAN CHASE BANK	0000		EFT	12/17/2025		412013	620358	

ACCOUNT DETAIL					LINE AMOUNT
1	415	611000	BLDG MAINT	BLG MAT	41.72

41.72

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
43178	JP MORGAN CHASE BANK	0000		EFT	12/17/2025		412014	620359	

ACCOUNT DETAIL					LINE AMOUNT
1	145	610700	FINANCE	OPER SUPL	320.99

320.99

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
43178	JP MORGAN CHASE BANK	0000		EFT	12/17/2025		412015	620360	

ACCOUNT DETAIL					LINE AMOUNT
1	411	610700	LEISURE SE	OPER SUPL	10.26

10.26

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
43178	JP MORGAN CHASE BANK	0000		EFT	12/17/2025		412016	620361	

ACCOUNT DETAIL					LINE AMOUNT
1	213	626900	OPERATING	TRAVEL	835.36

835.36

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
43178	JP MORGAN CHASE BANK	0000		EFT	12/17/2025		412017	620362	

ACCOUNT DETAIL					LINE AMOUNT
1	445	610700	J T JONES	OPER SUPL	423.85

423.85

ACCOUNTS PAYABLE WARRANT REPORT

Detail Invoice List

WARRANT: 12172025 12/17/2025

CASH ACCOUNT: 001 100350 ACCOUNTS PAYABLE CLEARING

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
43178	JP MORGAN CHASE BANK	0000		EFT	12/17/2025		412018	620363	

ACCOUNT DETAIL					LINE AMOUNT
1	445	614110	J T JONES	GOODS-RETA	115.38

115.38

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
43178	JP MORGAN CHASE BANK	0000		EFT	12/17/2025		412019	620364	

ACCOUNT DETAIL					LINE AMOUNT
1	213	626900	OPERATING	TRAVEL	835.36

835.36

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
43178	JP MORGAN CHASE BANK	0000		EFT	12/17/2025		412020	620365	

ACCOUNT DETAIL					LINE AMOUNT
1	290	610700	FIRE	OPER SUPL	925.00

925.00

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
43178	JP MORGAN CHASE BANK	0000		EFT	12/17/2025		412021	620366	

ACCOUNT DETAIL					LINE AMOUNT
1	213	626900	OPERATING	TRAVEL	835.36

835.36

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
43178	JP MORGAN CHASE BANK	0000		EFT	12/17/2025		412022	620367	

ACCOUNT DETAIL					LINE AMOUNT
1	447	611000	HRB LGT EX	BLDG MATLS	3,177.00

3,177.00

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
43178	JP MORGAN CHASE BANK	0000		EFT	12/17/2025		412023	620368	

ACCOUNT DETAIL					LINE AMOUNT
1	447	610400	HRB LGT EX	OFF SUPPLS	103.54

103.54

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
43178	JP MORGAN CHASE BANK	0000		EFT	12/17/2025		412024	620369	

ACCOUNT DETAIL					LINE AMOUNT
1	411	610400	LEISURE SE	OFF SUPPLS	104.39

104.39

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
43178	JP MORGAN CHASE BANK	0000		EFT	12/17/2025		412025	620370	

ACCOUNT DETAIL					LINE AMOUNT
1	411	610700	LEISURE SE	OPER SUPL	229.99

229.99

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
43178	JP MORGAN CHASE BANK	0000		EFT	12/17/2025		412026	620371	

ACCOUNT DETAIL					LINE AMOUNT
1	811	610400	UTIL BILL	OFF SUPPLS	108.06

108.06

ACCOUNTS PAYABLE WARRANT REPORT

Detail Invoice List

WARRANT: 12172025 12/17/2025

CASH ACCOUNT: 001 100350 ACCOUNTS PAYABLE CLEARING

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
43178	JP MORGAN CHASE BANK	0000		EFT	12/17/2025		412027	620372	

ACCOUNT DETAIL					LINE AMOUNT
1	611	610400	PLAN & ZON	OFF SUPPLS	32.08

32.08

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
43178	JP MORGAN CHASE BANK	0000		EFT	12/17/2025		412028	620373	

ACCOUNT DETAIL					LINE AMOUNT
1	213	622300	OPERATING	TRAIN PRG	386.18

386.18

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
43178	JP MORGAN CHASE BANK	0000		EFT	12/17/2025		412029	620374	

ACCOUNT DETAIL					LINE AMOUNT
1	290	622300	FIRE	TRAIN PRG	60.00

60.00

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
43178	JP MORGAN CHASE BANK	0000		EFT	12/17/2025		412030	620375	

ACCOUNT DETAIL					LINE AMOUNT
1	447	610700	HRB LGT EX	OP SUPPLIE	428.04

428.04

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
43178	JP MORGAN CHASE BANK	0000		EFT	12/17/2025		412031	620376	

ACCOUNT DETAIL					LINE AMOUNT
1	445	614110	J T JONES	GOODS-RETA	38.68

38.68

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
43178	JP MORGAN CHASE BANK	0000		EFT	12/17/2025		412032	620377	

ACCOUNT DETAIL					LINE AMOUNT
1	445	610100	J T JONES	JANITORIAL	71.99

71.99

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
43178	JP MORGAN CHASE BANK	0000		EFT	12/17/2025		412033	620378	

ACCOUNT DETAIL					LINE AMOUNT
1	445	610100	J T JONES	JANITORIAL	71.99

71.99

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
43178	JP MORGAN CHASE BANK	0000		EFT	12/17/2025		412034	620379	

ACCOUNT DETAIL					LINE AMOUNT
1	213	610400	OPERATING	OFF SUPPLS	77.94

77.94

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
43178	JP MORGAN CHASE BANK	0000		EFT	12/17/2025		412035	620380	

ACCOUNT DETAIL					LINE AMOUNT
1	213	610700	OPERATING	OPER SUPL	21.95

21.95

ACCOUNTS PAYABLE WARRANT REPORT

Detail Invoice List

WARRANT: 12172025 12/17/2025

CASH ACCOUNT: 001 100350 ACCOUNTS PAYABLE CLEARING

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
43178	JP MORGAN CHASE BANK	0000		EFT	12/17/2025		412036	620381	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 213 626900		OPERATING TRAVEL			712.75			
						712.75			
43178	JP MORGAN CHASE BANK	0000		EFT	12/17/2025		412037	620382	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 447 610700		HRB LGT EX OP SUPPLIE			256.67			
						256.67			
43178	JP MORGAN CHASE BANK	0000		EFT	12/17/2025		412038	620383	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 411 610400		LEISURE SE OFF SUPPLS			8.54			
						8.54			
43178	JP MORGAN CHASE BANK	0000		EFT	12/17/2025		412039	620384	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 411 610700		LEISURE SE OPER SUPL			35.99			
						35.99			
43178	JP MORGAN CHASE BANK	0000		EFT	12/17/2025		412040	620385	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 445 610100		J T JONES JANITORIAL			172.23			
						172.23			
43178	JP MORGAN CHASE BANK	0000		EFT	12/17/2025		412041	620386	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 445 614110		J T JONES GOODS-RETA			9.70			
						9.70			
43178	JP MORGAN CHASE BANK	0000		EFT	12/17/2025		412042	620387	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 213 626900		OPERATING TRAVEL			35.01			
						35.01			
43178	JP MORGAN CHASE BANK	0000		EFT	12/17/2025		412043	620388	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 213 610400		OPERATING OFF SUPPLS			9.49			
						9.49			
43178	JP MORGAN CHASE BANK	0000		EFT	12/17/2025		412044	620389	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 213 626900		OPERATING TRAVEL			26.82			
						26.82			

ACCOUNTS PAYABLE WARRANT REPORT

Detail Invoice List

WARRANT: 12172025 12/17/2025

CASH ACCOUNT: 001 100350 ACCOUNTS PAYABLE CLEARING

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
43178	JP MORGAN CHASE BANK	0000		EFT	12/17/2025		412045	620390	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 411 610400		LEISURE SE OFF SUPPLS			49.14			
						49.14			
43178	JP MORGAN CHASE BANK	0000		EFT	12/17/2025		412046	620391	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 415 612500		BLDG MAINT UNIFORMS			77.94			
						77.94			
43178	JP MORGAN CHASE BANK	0000		EFT	12/17/2025		412047	620392	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 213 626900		OPERATING TRAVEL			27.87			
						27.87			
43178	JP MORGAN CHASE BANK	0000		EFT	12/17/2025		412048	620393	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 213 610700		OPERATING OPER SUPL			35.00			
						35.00			
43178	JP MORGAN CHASE BANK	0000		EFT	12/17/2025		412049	620394	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 213 626900		OPERATING TRAVEL			1,337.28			
						1,337.28			
43178	JP MORGAN CHASE BANK	0000		EFT	12/17/2025		412050	620395	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 213 626900		OPERATING TRAVEL			23.92			
						23.92			
43178	JP MORGAN CHASE BANK	0000		EFT	12/17/2025		412051	620396	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 213 615200		OPERATING PHOTO			24.00			
						24.00			
43178	JP MORGAN CHASE BANK	0000		EFT	12/17/2025		412052	620397	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 445 614110		J T JONES GOODS-RETA			6.92			
						6.92			
43178	JP MORGAN CHASE BANK	0000		EFT	12/17/2025		412053	620398	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 143 612500		CAO OFFICE UNIFORMS			54.53			
						54.53			

ACCOUNTS PAYABLE WARRANT REPORT

Detail Invoice List

WARRANT: 12172025 12/17/2025

CASH ACCOUNT: 001 100350 ACCOUNTS PAYABLE CLEARING

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
43178	JP MORGAN CHASE BANK	0000		EFT	12/17/2025		412054	620399	

ACCOUNT DETAIL					LINE AMOUNT
1	315	610700	TRAFFIC	OPER SUPL	125.40

125.40

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
43178	JP MORGAN CHASE BANK	0000		EFT	12/17/2025		412055	620400	

ACCOUNT DETAIL					LINE AMOUNT
1	290	610700	FIRE	OPER SUPL	1,108.28

1,108.28

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
43178	JP MORGAN CHASE BANK	0000		EFT	12/17/2025		412056	620401	

ACCOUNT DETAIL					LINE AMOUNT
1	447	610700	HRB LGT EX	OP SUPPLIE	174.19

174.19

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
43178	JP MORGAN CHASE BANK	0000		EFT	12/17/2025		412057	620402	

ACCOUNT DETAIL					LINE AMOUNT
1	147	610700	MARKETING	OP SUPPLIE	20.00

20.00

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
43178	JP MORGAN CHASE BANK	0000		EFT	12/17/2025		412058	620403	

ACCOUNT DETAIL					LINE AMOUNT
1	290	626900	FIRE	TRAVEL	412.18

412.18

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
43178	JP MORGAN CHASE BANK	0000		EFT	12/17/2025		412059	620404	

ACCOUNT DETAIL					LINE AMOUNT
1	143	612500	CAO OFFICE	UNIFORMS	64.20

64.20

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
43178	JP MORGAN CHASE BANK	0000		EFT	12/17/2025		412060	620405	

ACCOUNT DETAIL					LINE AMOUNT
1	447	610700	HRB LGT EX	OP SUPPLIE	-36.81

-36.81

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
43178	JP MORGAN CHASE BANK	0000		EFT	12/17/2025		412061	620406	

ACCOUNT DETAIL					LINE AMOUNT
1	213	610700	OPERATING	OPER SUPL	19.00

19.00

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
43178	JP MORGAN CHASE BANK	0000		EFT	12/17/2025		412062	620407	

ACCOUNT DETAIL					LINE AMOUNT
1	290	626900	FIRE	TRAVEL	54.92

54.92

ACCOUNTS PAYABLE WARRANT REPORT

Detail Invoice List

WARRANT: 12172025 12/17/2025

CASH ACCOUNT: 001 100350 ACCOUNTS PAYABLE CLEARING

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
43178	JP MORGAN CHASE BANK	0000		EFT	12/17/2025		412063	620408	

ACCOUNT DETAIL					LINE AMOUNT
1	290	626900	FIRE	TRAVEL	-27.63

-27.63

43178	JP MORGAN CHASE BANK	0000		EFT	12/17/2025		412064	620409	

ACCOUNT DETAIL					LINE AMOUNT
1	325	610700	ENGINEER	OPER SUPL	342.31

342.31

43178	JP MORGAN CHASE BANK	0000		EFT	12/17/2025		412065	620410	

ACCOUNT DETAIL					LINE AMOUNT
1	411	610700	LEISURE SE	OPER SUPL	110.65

110.65

43178	JP MORGAN CHASE BANK	0000		EFT	12/17/2025		412066	620411	

ACCOUNT DETAIL					LINE AMOUNT
1	415	610700	BLDG MAINT	OPER SUPL	64.01

64.01

43178	JP MORGAN CHASE BANK	0000		EFT	12/17/2025		412067	620412	

ACCOUNT DETAIL					LINE AMOUNT
1	411	610400	LEISURE SE	OFF SUPPLS	213.07

213.07

43178	JP MORGAN CHASE BANK	0000		EFT	12/17/2025		412068	620413	

ACCOUNT DETAIL					LINE AMOUNT
1	411	610700	LEISURE SE	OPER SUPL	120.00

120.00

43178	JP MORGAN CHASE BANK	0000		EFT	12/17/2025		412069	620414	

ACCOUNT DETAIL					LINE AMOUNT
1	447	610700	HRB LGT EX	OP SUPPLIE	89.85

89.85

43178	JP MORGAN CHASE BANK	0000		EFT	12/17/2025		412070	620415	

ACCOUNT DETAIL					LINE AMOUNT
1	147	610400	MARKETING	OFF SUPPLS	79.99

79.99

43178	JP MORGAN CHASE BANK	0000		EFT	12/17/2025		412071	620416	

ACCOUNT DETAIL					LINE AMOUNT
1	115	622100	COUNCIL	PROF FEES	299.65

299.65

ACCOUNTS PAYABLE WARRANT REPORT

Detail Invoice List

WARRANT: 12172025 12/17/2025

CASH ACCOUNT: 001 100350 ACCOUNTS PAYABLE CLEARING

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
43178	JP MORGAN CHASE BANK	0000		EFT	12/17/2025		412072	620417	

ACCOUNT DETAIL					LINE AMOUNT
1	811	626900	UTIL BILL	TRAVEL	919.17

919.17

43178	JP MORGAN CHASE BANK	0000		EFT	12/17/2025		412073	620418	

ACCOUNT DETAIL					LINE AMOUNT
1	447	610700	HRB LGT EX	OP SUPPLIE	278.47

278.47

43178	JP MORGAN CHASE BANK	0000		EFT	12/17/2025		412074	620419	

ACCOUNT DETAIL					LINE AMOUNT
1	445	620900	J T JONES	CONTRACT	718.00

718.00

43178	JP MORGAN CHASE BANK	0000		EFT	12/17/2025		412075	620420	

ACCOUNT DETAIL					LINE AMOUNT
1	148	627800	EVENTS	EVENT	100.00

100.00

43178	JP MORGAN CHASE BANK	0000		EFT	12/17/2025		412076	620421	

ACCOUNT DETAIL					LINE AMOUNT
1	150	610400	INFO TECH	OFF SUPPLS	332.41

332.41

43178	JP MORGAN CHASE BANK	0000		EFT	12/17/2025		412077	620422	

ACCOUNT DETAIL					LINE AMOUNT
1	411	626900	LEISURE SE	TRAVEL	150.00

150.00

43178	JP MORGAN CHASE BANK	0000		EFT	12/17/2025		412078	620423	

ACCOUNT DETAIL					LINE AMOUNT
1	447	610400	HRB LGT EX	OFF SUPPLS	161.88

161.88

43178	JP MORGAN CHASE BANK	0000		EFT	12/17/2025		412079	620424	

ACCOUNT DETAIL					LINE AMOUNT
1	447	610700	HRB LGT EX	OP SUPPLIE	19.59

19.59

43178	JP MORGAN CHASE BANK	0000		EFT	12/17/2025		412080	620425	

ACCOUNT DETAIL					LINE AMOUNT
1	325	610700	ENGINEER	OPER SUPL	-224.91

-224.91

ACCOUNTS PAYABLE WARRANT REPORT

Detail Invoice List

WARRANT: 12172025 12/17/2025

CASH ACCOUNT: 001 100350 ACCOUNTS PAYABLE CLEARING

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
43178	JP MORGAN CHASE BANK	0000		EFT	12/17/2025		412081	620426	

ACCOUNT DETAIL				LINE AMOUNT
1	447	610700	HRB LGT EX OP SUPPLIE	144.21

144.21

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
43178	JP MORGAN CHASE BANK	0000		EFT	12/17/2025		412082	620427	

ACCOUNT DETAIL				LINE AMOUNT
1	811	627900	UTIL BILL MISC	100.00

100.00

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
43178	JP MORGAN CHASE BANK	0000		EFT	12/17/2025		412083	620428	

ACCOUNT DETAIL				LINE AMOUNT
1	290	626900	FIRE TRAVEL	889.51

889.51

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
43178	JP MORGAN CHASE BANK	0000		EFT	12/17/2025		412084	620429	

ACCOUNT DETAIL				LINE AMOUNT
1	143	610400	CAO OFFICE OFF SUPPLS	59.99

59.99

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
43178	JP MORGAN CHASE BANK	0000		EFT	12/17/2025		412085	620430	

ACCOUNT DETAIL				LINE AMOUNT
1	213	610700	OPERATING OPER SUPL	119.98

119.98

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
43178	JP MORGAN CHASE BANK	0000		EFT	12/17/2025		412086	620431	

ACCOUNT DETAIL				LINE AMOUNT
1	411	610700	LEISURE SE OPER SUPL	56.99

56.99

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
43178	JP MORGAN CHASE BANK	0000		EFT	12/17/2025		412087	620432	

ACCOUNT DETAIL				LINE AMOUNT
1	313	610700	PUB WORK A OPER SUPL	70.27

70.27

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
43178	JP MORGAN CHASE BANK	0000		EFT	12/17/2025		412088	620433	

ACCOUNT DETAIL				LINE AMOUNT
1	213	610400	OPERATING OFF SUPPLS	7.99

7.99

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
43178	JP MORGAN CHASE BANK	0000		EFT	12/17/2025		412089	620434	

ACCOUNT DETAIL				LINE AMOUNT
1	213	610700	OPERATING OPER SUPL	178.15

178.15

ACCOUNTS PAYABLE WARRANT REPORT

Detail Invoice List

WARRANT: 12172025 12/17/2025

CASH ACCOUNT: 001 100350 ACCOUNTS PAYABLE CLEARING

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
43178	JP MORGAN CHASE BANK	0000		EFT	12/17/2025		412090	620435	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 147 610700		MARKETING OP SUPPLIE			173.34			
						173.34			
43178	JP MORGAN CHASE BANK	0000		EFT	12/17/2025		412091	620436	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 147 623700		MARKETING BS RET			6.41			
						6.41			
43178	JP MORGAN CHASE BANK	0000		EFT	12/17/2025		412092	620437	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 147 623700		MARKETING BS RET			177.28			
						177.28			
43178	JP MORGAN CHASE BANK	0000		EFT	12/17/2025		412093	620438	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 111 610700		MAYOR OPER SUPL			440.60			
						440.60			
43178	JP MORGAN CHASE BANK	0000		EFT	12/17/2025		412094	620439	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 213 610700		OPERATING OPER SUPL			27.95			
						27.95			
43178	JP MORGAN CHASE BANK	0000		EFT	12/17/2025		412095	620440	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 213 610700		OPERATING OPER SUPL			69.99			
						69.99			
43178	JP MORGAN CHASE BANK	0000		EFT	12/17/2025		412096	620441	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 290 610700		FIRE OPER SUPL			118.45			
						118.45			
43178	JP MORGAN CHASE BANK	0000		EFT	12/17/2025		412097	620442	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 147 610700		MARKETING OP SUPPLIE			198.00			
						198.00			
43178	JP MORGAN CHASE BANK	0000		EFT	12/17/2025		412098	620443	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 213 612500		OPERATING UNIFORMS			19.95			
						19.95			

ACCOUNTS PAYABLE WARRANT REPORT

Detail Invoice List

WARRANT: 12172025 12/17/2025

CASH ACCOUNT: 001 100350 ACCOUNTS PAYABLE CLEARING

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
43178	JP MORGAN CHASE BANK	0000		EFT	12/17/2025		412099	620444	

ACCOUNT DETAIL				LINE AMOUNT
1	213	626900	OPERATING TRAVEL	458.66

458.66

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
43178	JP MORGAN CHASE BANK	0000		EFT	12/17/2025		412100	620445	

ACCOUNT DETAIL				LINE AMOUNT
1	213	626900	OPERATING TRAVEL	442.61

442.61

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
43178	JP MORGAN CHASE BANK	0000		EFT	12/17/2025		412101	620446	

ACCOUNT DETAIL				LINE AMOUNT
1	290	610700	FIRE OPER SUPL	36.68

36.68

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
43178	JP MORGAN CHASE BANK	0000		EFT	12/17/2025		412102	620447	

ACCOUNT DETAIL				LINE AMOUNT
1	147	610700	MARKETING OP SUPPLIE	69.99

69.99

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
43178	JP MORGAN CHASE BANK	0000		EFT	12/17/2025		412103	620448	

ACCOUNT DETAIL				LINE AMOUNT
1	290	610700	FIRE OPER SUPL	61.21

61.21

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
43178	JP MORGAN CHASE BANK	0000		EFT	12/17/2025		412104	620449	

ACCOUNT DETAIL				LINE AMOUNT
1	415	610700	BLDG MAINT OPER SUPL	98.98

98.98

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
43178	JP MORGAN CHASE BANK	0000		EFT	12/17/2025		412105	620450	

ACCOUNT DETAIL				LINE AMOUNT
1	313	610700	PUB WORK A OPER SUPL	23.70

23.70

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
43178	JP MORGAN CHASE BANK	0000		EFT	12/17/2025		412106	620451	

ACCOUNT DETAIL				LINE AMOUNT
1	447	610700	HRB LGT EX OP SUPPLIE	1,334.24

1,334.24

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
43178	JP MORGAN CHASE BANK	0000		EFT	12/17/2025		412107	620452	

ACCOUNT DETAIL				LINE AMOUNT
1	290	610700	FIRE OPER SUPL	14.97

14.97

ACCOUNTS PAYABLE WARRANT REPORT

Detail Invoice List

WARRANT: 12172025 12/17/2025

CASH ACCOUNT: 001 100350 ACCOUNTS PAYABLE CLEARING

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
43178	JP MORGAN CHASE BANK	0000		EFT	12/17/2025		412108	620453	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 213 611000		OPERATING BLG MAT			19.99			
						19.99			
43178	JP MORGAN CHASE BANK	0000		EFT	12/17/2025		412109	620454	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 415 612500		BLDG MAINT UNIFORMS			33.70			
						33.70			
43178	JP MORGAN CHASE BANK	0000		EFT	12/17/2025		412110	620455	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 411 610700		LEISURE SE OPER SUPL			-120.00			
						-120.00			
43178	JP MORGAN CHASE BANK	0000		EFT	12/17/2025		412111	620456	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 447 610700		HRB LGT EX OP SUPPLIE			1,541.59			
						1,541.59			
43178	JP MORGAN CHASE BANK	0000		EFT	12/17/2025		412112	620457	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 447 610700		HRB LGT EX OP SUPPLIE			119.99			
						119.99			
43178	JP MORGAN CHASE BANK	0000		EFT	12/17/2025		412113	620458	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 411 610400		LEISURE SE OFF SUPPLS			55.97			
						55.97			
43178	JP MORGAN CHASE BANK	0000		EFT	12/17/2025		412114	620459	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 147 610700		MARKETING OP SUPPLIE			9.99			
						9.99			
43178	JP MORGAN CHASE BANK	0000		EFT	12/17/2025		412115	620460	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 147 623700		MARKETING BS RET			12.82			
						12.82			
43178	JP MORGAN CHASE BANK	0000		EFT	12/17/2025		412116	620461	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 447 610700		HRB LGT EX OP SUPPLIE			2,250.30			
						2,250.30			

ACCOUNTS PAYABLE WARRANT REPORT

Detail Invoice List

WARRANT: 12172025 12/17/2025

CASH ACCOUNT: 001 100350 ACCOUNTS PAYABLE CLEARING

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
43178	JP MORGAN CHASE BANK	0000		EFT	12/17/2025		412117	620462	

ACCOUNT DETAIL					LINE AMOUNT
1	213	611300	OPERATING	MOTR VEH	53.98

53.98

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
43178	JP MORGAN CHASE BANK	0000		EFT	12/17/2025		412118	620463	

ACCOUNT DETAIL					LINE AMOUNT
1	213	626900	OPERATING	TRAVEL	58.10

58.10

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
43178	JP MORGAN CHASE BANK	0000		EFT	12/17/2025		412119	620464	

ACCOUNT DETAIL					LINE AMOUNT
1	447	610700	HRB LGT EX	OP SUPPLIE	91.88

91.88

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
43178	JP MORGAN CHASE BANK	0000		EFT	12/17/2025		412120	620465	

ACCOUNT DETAIL					LINE AMOUNT
1	447	610700	HRB LGT EX	OP SUPPLIE	629.93

629.93

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
43178	JP MORGAN CHASE BANK	0000		EFT	12/17/2025		412121	620466	

ACCOUNT DETAIL					LINE AMOUNT
1	145	610400	FINANCE	OFF SUPPLS	42.28

42.28

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
43178	JP MORGAN CHASE BANK	0000		EFT	12/17/2025		412122	620467	

ACCOUNT DETAIL					LINE AMOUNT
1	290	626900	FIRE	TRAVEL	241.34

241.34

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
43178	JP MORGAN CHASE BANK	0000		EFT	12/17/2025		412123	620468	

ACCOUNT DETAIL					LINE AMOUNT
1	447	610700	HRB LGT EX	OP SUPPLIE	132.06

132.06

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
43178	JP MORGAN CHASE BANK	0000		EFT	12/17/2025		412124	620469	

ACCOUNT DETAIL					LINE AMOUNT
1	155	621900	HR	MEMBER DUE	115.56

115.56

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
43178	JP MORGAN CHASE BANK	0000		EFT	12/17/2025		412125	620470	

ACCOUNT DETAIL					LINE AMOUNT
1	445	610400	J T JONES	OFF SUPPLS	98.71

98.71

ACCOUNTS PAYABLE WARRANT REPORT

Detail Invoice List

WARRANT: 12172025 12/17/2025

CASH ACCOUNT: 001 100350 ACCOUNTS PAYABLE CLEARING

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
43178	JP MORGAN CHASE BANK	0000		EFT	12/17/2025		412126	620471	

ACCOUNT DETAIL				LINE AMOUNT
1	213	612500	OPERATING UNIFORMS	190.34

190.34

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
43178	JP MORGAN CHASE BANK	0000		EFT	12/17/2025		412127	620472	

ACCOUNT DETAIL				LINE AMOUNT
1	213	610700	OPERATING OPER SUPL	1,037.88

1,037.88

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
43178	JP MORGAN CHASE BANK	0000		EFT	12/17/2025		412128	620473	

ACCOUNT DETAIL				LINE AMOUNT
1	147	623700	MARKETING BS RET	128.76

128.76

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
43178	JP MORGAN CHASE BANK	0000		EFT	12/17/2025		412129	620474	

ACCOUNT DETAIL				LINE AMOUNT
1	447	610700	HRB LGT EX OP SUPPLIE	261.76

261.76

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
43178	JP MORGAN CHASE BANK	0000		EFT	12/17/2025		412130	620475	

ACCOUNT DETAIL				LINE AMOUNT
1	213	612500	OPERATING UNIFORMS	219.25

219.25

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
43178	JP MORGAN CHASE BANK	0000		EFT	12/17/2025		412131	620476	

ACCOUNT DETAIL				LINE AMOUNT
1	213	612500	OPERATING UNIFORMS	181.37

181.37

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
43178	JP MORGAN CHASE BANK	0000		EFT	12/17/2025		412132	620477	

ACCOUNT DETAIL				LINE AMOUNT
1	147	623700	MARKETING BS RET	50.93

50.93

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
43178	JP MORGAN CHASE BANK	0000		EFT	12/17/2025		412133	620478	

ACCOUNT DETAIL				LINE AMOUNT
1	290	610700	FIRE OPER SUPL	863.24

863.24

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
43178	JP MORGAN CHASE BANK	0000		EFT	12/17/2025		412134	620479	

ACCOUNT DETAIL				LINE AMOUNT
1	325	610700	ENGINEER OPER SUPL	900.00

900.00

ACCOUNTS PAYABLE WARRANT REPORT

Detail Invoice List

WARRANT: 12172025 12/17/2025

CASH ACCOUNT: 001 100350 ACCOUNTS PAYABLE CLEARING

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
43178	JP MORGAN CHASE BANK	0000		EFT	12/17/2025		412135	620480	

ACCOUNT DETAIL				LINE AMOUNT
1	115 626900	COUNCIL	TRAVEL	790.00

790.00

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
43178	JP MORGAN CHASE BANK	0000		EFT	12/17/2025		412136	620481	

ACCOUNT DETAIL				LINE AMOUNT
1	447 610700	HRB LGT EX OP SUPPLIE		188.40

188.40

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
43178	JP MORGAN CHASE BANK	0000		EFT	12/17/2025		412137	620482	

ACCOUNT DETAIL				LINE AMOUNT
1	313 610700	PUB WORK AOPER SUPL		900.00

900.00

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
43178	JP MORGAN CHASE BANK	0000		EFT	12/17/2025		412138	620483	

ACCOUNT DETAIL				LINE AMOUNT
1	213 622300	OPERATING TRAIN PRG		900.00

900.00

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
43178	JP MORGAN CHASE BANK	0000		EFT	12/17/2025		412139	620484	

ACCOUNT DETAIL				LINE AMOUNT
1	213 626900	OPERATING TRAVEL		394.95

394.95

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
43178	JP MORGAN CHASE BANK	0000		EFT	12/17/2025		412140	620485	

ACCOUNT DETAIL				LINE AMOUNT
1	290 621900	FIRE	MEMBER DUE	20.00

20.00

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
43178	JP MORGAN CHASE BANK	0000		EFT	12/17/2025		412141	620486	

ACCOUNT DETAIL				LINE AMOUNT
1	290 621900	FIRE	MEMBER DUE	495.00

495.00

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
43178	JP MORGAN CHASE BANK	0000		EFT	12/17/2025		412142	620487	

ACCOUNT DETAIL				LINE AMOUNT
1	147 623700	MARKETING BS RET		34.18

34.18

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
43178	JP MORGAN CHASE BANK	0000		EFT	12/17/2025		412143	620488	

ACCOUNT DETAIL				LINE AMOUNT
1	447 610700	HRB LGT EX OP SUPPLIE		173.96

173.96

ACCOUNTS PAYABLE WARRANT REPORT

Detail Invoice List

WARRANT: 12172025 12/17/2025

CASH ACCOUNT: 001 100350 ACCOUNTS PAYABLE CLEARING

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
43178	JP MORGAN CHASE BANK	0000		EFT	12/17/2025		412144	620489	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 415 611000		BLDG MAINT	BLG MAT		282.47			
						282.47			
43178	JP MORGAN CHASE BANK	0000		EFT	12/17/2025		412145	620490	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 445 610400		J T JONES	OFF SUPPLS		23.99			
						23.99			
43178	JP MORGAN CHASE BANK	0000		EFT	12/17/2025		412146	620491	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 447 610700		HRB LGT EX	OP SUPPLIE		61.16			
						61.16			
						CHECK TOTAL	**50,763.57**		
43784	KC PROJECT SOLUTIONS	0000	260074	INV	12/17/2025		411500	619841	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 145 620900		FINANCE	CONTRACT		7,000.00			
						7,000.00			
						CHECK TOTAL	**7,000.00**		
337	KNIGHT ABBEY COMMERCI	0000		INV	12/17/2025		411445	619784	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 811 626500		UTIL BILL	PRINTING		739.00			
						739.00			
337	KNIGHT ABBEY COMMERCI	0000		INV	12/17/2025		411449	619788	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 811 626500		UTIL BILL	PRINTING		264.00			
						264.00			
337	KNIGHT ABBEY COMMERCI	0000		INV	12/17/2025		411452	619791	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 811 626500		UTIL BILL	PRINTING		810.00			
						810.00			
337	KNIGHT ABBEY COMMERCI	0000		INV	12/17/2025		411454	619793	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 811 626500		UTIL BILL	PRINTING		321.00			
						321.00			

ACCOUNTS PAYABLE WARRANT REPORT

Detail Invoice List

WARRANT: 12172025 12/17/2025

CASH ACCOUNT: 001 100350 ACCOUNTS PAYABLE CLEARING

VENDOR		REMIT	PO	TYPE	DUE DATE		AMOUNT	DOCUMENT	VOUCHER	CHECK
337	KNIGHT ABBEY COMMERCI	0000		INV	12/17/2025			411456	619795	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 811 626500		UTIL BILL PRINTING			250.00				
							250.00			
						CHECK TOTAL	**2,384.00**			
43850	KODEX INC	0000		EFT	12/17/2025			411193	619515	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 213 627900		OPERATING MISC			245.00				
							245.00			
						CHECK TOTAL	**245.00**			
43827	LAMAR TEXAS LIMITED P	0000	260405	INV	12/17/2025			411448	619787	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 447 626100		HRB LGT EX ADVERTSNG			325.00				
							325.00			
43827	LAMAR TEXAS LIMITED P	0000	260405	INV	12/17/2025			411450	619789	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 447 626100		HRB LGT EX ADVERTSNG			250.00				
							250.00			
						CHECK TOTAL	**575.00**			
36346	LAWMENS AND SHOOTERS	0000	260042	EFT	12/17/2025			411048	619370	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 213 610700		OPERATING OPER SUPL			3,262.78				
							3,262.78			
						CHECK TOTAL	**3,262.78**			
33347	HERMINIA LEAL	0000		EFT	12/17/2025			411405	619743	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 125 620900		CITY COURT CONTRACT			100.00				
							100.00			
						CHECK TOTAL	**100.00**			
30755	AARON RODRICK LEE	0000	260326	INV	12/17/2025			411615	619958	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 447 620956		HRB LGT EX HL - SOUND			20,000.00				
							20,000.00			

ACCOUNTS PAYABLE WARRANT REPORT

Detail Invoice List

WARRANT: 12172025 12/17/2025

CASH ACCOUNT: 001 100350 ACCOUNTS PAYABLE CLEARING

VENDOR		REMIT	PO	TYPE	DUE DATE		AMOUNT	DOCUMENT	VOUCHER	CHECK
						CHECK TOTAL	**20,000.00**			
40677	LEE C. RUSSELL	0000		INV	12/17/2025			411785	620130	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 125 621500		CITY COURT	LEGAL-CD		4,167.00				
							4,167.00			
						CHECK TOTAL	**4,167.00**			
380	LOWES OF GULFPORT MS	0000	260015	INV	12/17/2025			411587	619928	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 415 611000		BLDG MAINT	BLG MAT		18.51				
							18.51			
						CHECK TOTAL	**18.51**			
380	LOWES ACCTS RECEIVABL	0001	260200	INV	12/17/2025			411010	619330	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 447 611000		HRB LGT EX	BLDG MATLS		75.96				
							75.96			
380	LOWES ACCTS RECEIVABL	0001		INV	12/17/2025			411017	619337	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 447 610700		HRB LGT EX	OP SUPPLIE		86.78				
							86.78			
380	LOWES ACCTS RECEIVABL	0001	260015	INV	12/17/2025			411025	619345	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 415 611000		BLDG MAINT	BLG MAT		131.08				
							131.08			
380	LOWES ACCTS RECEIVABL	0001	260015	INV	12/17/2025			411026	619346	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 415 611000		BLDG MAINT	BLG MAT		100.58				
							100.58			
380	LOWES ACCTS RECEIVABL	0001	260015	INV	12/17/2025			411027	619347	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 415 611000		BLDG MAINT	BLG MAT		75.88				
							75.88			
380	LOWES ACCTS RECEIVABL	0001	260015	INV	12/17/2025			411028	619348	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 415 611000		BLDG MAINT	BLG MAT		17.65				
							17.65			

ACCOUNTS PAYABLE WARRANT REPORT

Detail Invoice List

WARRANT: 12172025 12/17/2025

CASH ACCOUNT: 001 100350 ACCOUNTS PAYABLE CLEARING

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
380	LOWES ACCTS RECEIVABL	0001	260027	INV	12/17/2025		411030	619350	

	ACCOUNT DETAIL			LINE AMOUNT
1	213	611000	OPERATING BLG MAT	44.62
2	213	611300	OPERATING MOTR VEH	44.62

89.24

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
380	LOWES ACCTS RECEIVABL	0001	260588	INV	12/17/2025		411041	619361	

	ACCOUNT DETAIL			LINE AMOUNT
1	411	612200	LEISURE SE REP&MAINT	203.81

203.81

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
380	LOWES ACCTS RECEIVABL	0001		INV	12/17/2025		411042	619363	

	ACCOUNT DETAIL			LINE AMOUNT
1	411	610700	LEISURE SE OPER SUPL	45.58

45.58

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
380	LOWES ACCTS RECEIVABL	0001		CRM	12/17/2025		411043	619364	

	ACCOUNT DETAIL			LINE AMOUNT
1	411	610700	LEISURE SE OPER SUPL	-45.58

-45.58

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
380	LOWES ACCTS RECEIVABL	0001	260613	INV	12/17/2025		411190	619512	

	ACCOUNT DETAIL			LINE AMOUNT
1	447	610700	HRB LGT EX OP SUPPLIE	341.92

341.92

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
380	LOWES ACCTS RECEIVABL	0001	260600	INV	12/17/2025		411196	619518	

	ACCOUNT DETAIL			LINE AMOUNT
1	447	611000	HRB LGT EX BLDG MATLS	575.00

575.00

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
380	LOWES ACCTS RECEIVABL	0001	260008	INV	12/17/2025		411199	619521	

	ACCOUNT DETAIL			LINE AMOUNT
1	290	610700	FIRE OPER SUPL	23.26

23.26

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
380	LOWES ACCTS RECEIVABL	0001		INV	12/17/2025		411200	619522	

	ACCOUNT DETAIL			LINE AMOUNT
1	290	611000	FIRE BLG MAT	144.36

144.36

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
380	LOWES ACCTS RECEIVABL	0001	260027	INV	12/17/2025		411223	619545	

	ACCOUNT DETAIL			LINE AMOUNT
1	213	611000	OPERATING BLG MAT	21.35
2	213	611300	OPERATING MOTR VEH	21.35

42.70

ACCOUNTS PAYABLE WARRANT REPORT

Detail Invoice List

WARRANT: 12172025 12/17/2025

CASH ACCOUNT: 001 100350 ACCOUNTS PAYABLE CLEARING

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
380	LOWES ACCTS RECEIVABL	0001	260027	INV	12/17/2025		411248	619574	

ACCOUNT DETAIL					LINE AMOUNT
1	213	611000	OPERATING	BLG MAT	106.88
2	213	611300	OPERATING	MOTR VEH	106.87
					213.75

380	LOWES ACCTS RECEIVABL	0001	260027	CRM	12/17/2025		411249	619575	

ACCOUNT DETAIL					LINE AMOUNT
1	213	611000	OPERATING	BLG MAT	-106.88
2	213	611300	OPERATING	MOTR VEH	-106.87
					-213.75

380	LOWES ACCTS RECEIVABL	0001	260027	INV	12/17/2025		411250	619576	

ACCOUNT DETAIL					LINE AMOUNT
1	213	611000	OPERATING	BLG MAT	106.87
2	213	611300	OPERATING	MOTR VEH	106.88
					213.75

380	LOWES ACCTS RECEIVABL	0001	260027	CRM	12/17/2025		411251	619578	

ACCOUNT DETAIL					LINE AMOUNT
1	213	611000	OPERATING	BLG MAT	106.87
2	213	611300	OPERATING	MOTR VEH	-320.62
					-213.75

380	LOWES ACCTS RECEIVABL	0001	260015	INV	12/17/2025		411254	619582	

ACCOUNT DETAIL					LINE AMOUNT
1	415	611000	BLDG MAINT	BLG MAT	71.95
					71.95

380	LOWES ACCTS RECEIVABL	0001	260008	INV	12/17/2025		411258	619586	

ACCOUNT DETAIL					LINE AMOUNT
1	290	610700	FIRE	OPER SUPL	232.52
					232.52

380	LOWES ACCTS RECEIVABL	0001	260027	INV	12/17/2025		411288	619620	

ACCOUNT DETAIL					LINE AMOUNT
1	213	611000	OPERATING	BLG MAT	128.39
2	213	611300	OPERATING	MOTR VEH	128.39
					256.78

380	LOWES ACCTS RECEIVABL	0001	260027	INV	12/17/2025		411289	619621	

ACCOUNT DETAIL					LINE AMOUNT
1	213	611000	OPERATING	BLG MAT	54.83
2	213	611300	OPERATING	MOTR VEH	54.82
					109.65

ACCOUNTS PAYABLE WARRANT REPORT

Detail Invoice List

WARRANT: 12172025 12/17/2025

CASH ACCOUNT: 001 100350 ACCOUNTS PAYABLE CLEARING

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
380	LOWES ACCTS RECEIVABL	0001	260008	INV	12/17/2025		411297	619631	

ACCOUNT DETAIL					LINE AMOUNT
1	290	610700	FIRE	OPER SUPL	80.67

80.67

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
380	LOWES ACCTS RECEIVABL	0001	260646	INV	12/17/2025		411305	619641	

ACCOUNT DETAIL					LINE AMOUNT
1	447	610700	HRB LGT EX	OP SUPPLIE	28.00

28.00

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
380	LOWES ACCTS RECEIVABL	0001	260646	INV	12/17/2025		411309	619644	

ACCOUNT DETAIL					LINE AMOUNT
1	447	610700	HRB LGT EX	OP SUPPLIE	613.42

613.42

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
380	LOWES ACCTS RECEIVABL	0001	260646	INV	12/17/2025		411310	619645	

ACCOUNT DETAIL					LINE AMOUNT
1	447	610700	HRB LGT EX	OP SUPPLIE	152.18

152.18

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
380	LOWES ACCTS RECEIVABL	0001	260646	INV	12/17/2025		411311	619646	

ACCOUNT DETAIL					LINE AMOUNT
1	447	610700	HRB LGT EX	OP SUPPLIE	94.96

94.96

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
380	LOWES ACCTS RECEIVABL	0001	260015	INV	12/17/2025		411313	619648	

ACCOUNT DETAIL					LINE AMOUNT
1	415	611000	BLDG MAINT	BLG MAT	12.33

12.33

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
380	LOWES ACCTS RECEIVABL	0001	260027	INV	12/17/2025		411323	619659	

ACCOUNT DETAIL					LINE AMOUNT
1	213	611000	OPERATING	BLG MAT	27.05
2	213	611300	OPERATING	MOTR VEH	27.06

54.11

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
380	LOWES ACCTS RECEIVABL	0001	260646	INV	12/17/2025		411373	619709	

ACCOUNT DETAIL					LINE AMOUNT
1	447	610700	HRB LGT EX	OP SUPPLIE	551.22

551.22

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
380	LOWES ACCTS RECEIVABL	0001	260027	INV	12/17/2025		411377	619713	

ACCOUNT DETAIL					LINE AMOUNT
1	213	611000	OPERATING	BLG MAT	106.88
2	213	611300	OPERATING	MOTR VEH	106.87

213.75

ACCOUNTS PAYABLE WARRANT REPORT

Detail Invoice List

WARRANT: 12172025 12/17/2025

CASH ACCOUNT: 001 100350 ACCOUNTS PAYABLE CLEARING

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
380	LOWES ACCTS RECEIVABL	0001	260613	INV	12/17/2025		411394	619730	

ACCOUNT DETAIL				LINE AMOUNT
1	447 610100	HRB LGT EX JANITORIAL		37.69
2	447 610700	HRB LGT EX OP SUPPLIE		133.27

170.96

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
380	LOWES ACCTS RECEIVABL	0001	260027	INV	12/17/2025		411396	619732	

ACCOUNT DETAIL				LINE AMOUNT
1	213 611000	OPERATING BLG MAT		11.36
2	213 611300	OPERATING MOTR VEH		11.36

22.72

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
380	LOWES ACCTS RECEIVABL	0001	260288	INV	12/17/2025		411397	619733	

ACCOUNT DETAIL				LINE AMOUNT
1	445 612200	J T JONES REP&MAINT		250.81

250.81

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
380	LOWES ACCTS RECEIVABL	0001	260015	INV	12/17/2025		411418	619755	

ACCOUNT DETAIL				LINE AMOUNT
1	415 611000	BLDG MAINT BLG MAT		7.58

7.58

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
380	LOWES ACCTS RECEIVABL	0001	260015	INV	12/17/2025		411419	619756	

ACCOUNT DETAIL				LINE AMOUNT
1	415 611000	BLDG MAINT BLG MAT		269.71

269.71

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
380	LOWES ACCTS RECEIVABL	0001	260015	INV	12/17/2025		411421	619759	

ACCOUNT DETAIL				LINE AMOUNT
1	415 611000	BLDG MAINT BLG MAT		147.19

147.19

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
380	LOWES ACCTS RECEIVABL	0001	260015	INV	12/17/2025		411422	619761	

ACCOUNT DETAIL				LINE AMOUNT
1	415 611000	BLDG MAINT BLG MAT		16.80

16.80

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
380	LOWES ACCTS RECEIVABL	0001	260646	INV	12/17/2025		411423	619760	

ACCOUNT DETAIL				LINE AMOUNT
1	447 610700	HRB LGT EX OP SUPPLIE		1,101.11

1,101.11

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
380	LOWES ACCTS RECEIVABL	0001	260646	INV	12/17/2025		411424	619762	

ACCOUNT DETAIL				LINE AMOUNT
1	447 610700	HRB LGT EX OP SUPPLIE		42.98

42.98

ACCOUNTS PAYABLE WARRANT REPORT

Detail Invoice List

WARRANT: 12172025 12/17/2025

CASH ACCOUNT: 001 100350 ACCOUNTS PAYABLE CLEARING

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
380	LOWES ACCTS RECEIVABL	0001	260015	INV	12/17/2025		411425	619763	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 415 611000		BLDG MAINT	BLG MAT		30.46			
						30.46			
380	LOWES ACCTS RECEIVABL	0001	260015	INV	12/17/2025		411428	619765	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 415 611000		BLDG MAINT	BLG MAT		21.63			
						21.63			
380	LOWES ACCTS RECEIVABL	0001	260015	INV	12/17/2025		411433	619770	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 415 611000		BLDG MAINT	BLG MAT		20.86			
						20.86			
380	LOWES ACCTS RECEIVABL	0001	260646	INV	12/17/2025		411467	619807	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 447 610700		HRB LGT EX	OP SUPPLIE		342.66			
						342.66			
380	LOWES ACCTS RECEIVABL	0001	260651	INV	12/17/2025		411474	619814	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 411 610700		LEISURE SE	OPER SUPL		259.67			
						259.67			
380	LOWES ACCTS RECEIVABL	0001	260015	INV	12/17/2025		411598	619941	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 415 611000		BLDG MAINT	BLG MAT		476.08			
						476.08			
380	LOWES ACCTS RECEIVABL	0001	260105	INV	12/17/2025		411653	619996	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 411 612200		LEISURE SE	REP&MAINT		392.08			
						392.08			
380	LOWES ACCTS RECEIVABL	0001		CRM	10/22/2025		411654	619997	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 411 610700		LEISURE SE	OPER SUPL		-170.05			
						-170.05			
380	LOWES ACCTS RECEIVABL	0001	260112	INV	12/17/2025		411800	620145	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 815 610700		WATER	OPER SUPL		1,648.50			
						1,648.50			
						CHECK TOTAL	**9,431.51**		

ACCOUNTS PAYABLE WARRANT REPORT

Detail Invoice List

WARRANT: 12172025 12/17/2025

CASH ACCOUNT: 001 100350 ACCOUNTS PAYABLE CLEARING

VENDOR		REMIT	PO	TYPE	DUE DATE		AMOUNT	DOCUMENT	VOUCHER	CHECK
43647	MALOUF CONSTRUCTION L	0000	251991	EFT	12/17/2025			411782	620127	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 362 640100 24023		CP ARPA RE	CAP CONST		627,457.89				
	2 363 640100 24023		ARPANONREC	CAP CONST		627,457.89				
							1,254,915.78			
						CHECK TOTAL	**1,254,915.78**			
42260	MANDAL AUTOMOTIVE OF	0000	260043	INV	12/17/2025			411225	619547	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 213 611300		OPERATING	MOTR VEH		127.89				
							127.89			
						CHECK TOTAL	**127.89**			
40691	MAULDIN & JENKINS LLC	0000		EFT	12/17/2025			411205	619526	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 115 620500		COUNCIL	AUDIT FEE		43,775.00				
							43,775.00			
40691	MAULDIN & JENKINS LLC	0000		EFT	12/17/2025			411206	619528	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 115 620500		COUNCIL	AUDIT FEE		8,000.00				
							8,000.00			
						CHECK TOTAL	**51,775.00**			
36515	MCDANIELS GENERAL MER	0000	260009	EFT	12/17/2025			411296	619630	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 290 610700		FIRE	OPER SUPL		127.98				
							127.98			
						CHECK TOTAL	**127.98**			
385	MISSISSIPPI DEPT OF R	0000		INV	12/17/2025			411386	619722	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 445 624500		J T JONES	TAXES\LISC		12.00				
							12.00			
						CHECK TOTAL	**12.00**			
11590	MISSION COMMUNICATION	0000		EFT	12/17/2025			411789	620134	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 825 620900		SEWER	CONTRACT		82,283.20				

ACCOUNTS PAYABLE WARRANT REPORT

Detail Invoice List

WARRANT: 12172025 12/17/2025

CASH ACCOUNT: 001 100350 ACCOUNTS PAYABLE CLEARING

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
						82,283.20			
11590	MISSION COMMUNICATION	0000		EFT	12/17/2025		411791	620136	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 825 620900		SEWER	CONTRACT		21,952.00			
						21,952.00			
11590	MISSION COMMUNICATION	0000		EFT	12/17/2025		411792	620137	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 825 620900		SEWER	CONTRACT		8,580.40			
						8,580.40			
11590	MISSION COMMUNICATION	0000		EFT	12/17/2025		411793	620138	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 825 620900		SEWER	CONTRACT		1,200.00			
						1,200.00			
						CHECK TOTAL	**114,015.60**		
23806	MISSISSIPPI 811 INC	0000		INV	12/17/2025		411790	620135	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 315 620900		TRAFFIC	CONTRACT		4,449.20			
	2 815 620900		WATER	CONTRACT		32,728.08			
						37,177.28			
						CHECK TOTAL	**37,177.28**		
38361	MISSISSIPPI DELTA SHO	0000	260567	INV	12/17/2025		411427	619764	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 447 620955		HRB LGT EX	HL - RIDES		41,000.00			
						41,000.00			
						CHECK TOTAL	**41,000.00**		
21657	MISSISSIPPI SELECT HE	0000		EFT	12/17/2025		411303	619638	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 911 774100		HEALTH/LIF	ADMIN FEE		315.00			
						315.00			
						CHECK TOTAL	**315.00**		
40428	MOONSHOT RECREATION,	3717	260485	EFT	12/17/2025		411006	619326	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 411 610600		LEISURE SE	LANDSCAPE		6,000.00			
						6,000.00			

ACCOUNTS PAYABLE WARRANT REPORT

Detail Invoice List

WARRANT: 12172025 12/17/2025

CASH ACCOUNT: 001 100350 ACCOUNTS PAYABLE CLEARING

VENDOR		REMIT	PO	TYPE	DUE DATE		AMOUNT	DOCUMENT	VOUCHER	CHECK
						CHECK TOTAL	**6,000.00**			
3823	MS ATTORNEY GENERALS	0000		INV	12/17/2025			411413	619751	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 010 210603		GENRL FUND	HUMANTRK		1,000.00				
							1,000.00			
						CHECK TOTAL	**1,000.00**			
4792	MS DEPT OF PUBLIC SAF	0000		EFT	12/17/2025			411414	619752	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 010 507800		GENRL FUND	COLLECTON		592.39				
							592.39			
4792	MS DEPT OF PUBLIC SAF	0000		EFT	12/17/2025			411415	619753	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 010 210800		GENRL FUND	COURTPS		1,803.87				
							1,803.87			
						CHECK TOTAL	**2,396.26**			
378	MS POWER COMPANY	0000		INV	12/17/2025			411527	619869	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 445 626002		J T JONES	ELECTRIC		2,734.13				
							2,734.13			
378	MS POWER COMPANY	0000		INV	12/17/2025			411528	619870	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 445 626002		J T JONES	ELECTRIC		7,024.57				
							7,024.57			
378	MS POWER COMPANY	0000		INV	12/17/2025			411529	619871	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 325 625100		ENGINEER	STREET LHT		167.42				
							167.42			
378	MS POWER COMPANY	0000		INV	12/17/2025			411530	619872	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 445 626002		J T JONES	ELECTRIC		318.83				
							318.83			
378	MS POWER COMPANY	0000		INV	12/17/2025			411531	619873	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 145 626002		FINANCE	ELECTRIC		471.23				
							471.23			

ACCOUNTS PAYABLE WARRANT REPORT

Detail Invoice List

WARRANT: 12172025 12/17/2025

CASH ACCOUNT: 001 100350 ACCOUNTS PAYABLE CLEARING

VENDOR		REMIT	PO	TYPE	DUE DATE		AMOUNT	DOCUMENT	VOUCHER	CHECK
378	MS POWER COMPANY	0000		INV	12/17/2025			411532	619874	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 445 626002		J T JONES	ELECTRIC		4,398.87				
							4,398.87			
378	MS POWER COMPANY	0000		INV	12/17/2025			411533	619875	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 145 626002		FINANCE	ELECTRIC		96.02				
							96.02			
						CHECK TOTAL	**15,211.07**			
1724	MS STATE TREASURER	0000		INV	12/17/2025			411407	619745	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 010 210700		GENRL FUND	ACC CRT AS		29,079.89				
							29,079.89			
1724	MS STATE TREASURER	0000		INV	12/17/2025			411416	619754	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 010 210700		GENRL FUND	ACC CRT AS		23,121.11				
							23,121.11			
						CHECK TOTAL	**52,201.00**			
31913	MULTI SERVICE TECHNOL	0000	260543	INV	12/17/2025			411233	619557	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 148 610700		EVENTS	OP SUPPLIE		179.99				
							179.99			
						CHECK TOTAL	**179.99**			
3221	MISSISSIPPI MUNICIPAL	0000		INV	12/17/2025			411486	619826	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 135 621900		CITY ATTY	MEMBER DUE		50.00				
	2 135 626900		CITY ATTY	TRAVEL		200.00				
							250.00			
						CHECK TOTAL	**250.00**			
43077	MURRAYS NURSERY LLC	0000	260594	INV	12/17/2025			411044	619365	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 411 610600		LEISURE SE	LANDSCAPE		4,645.00				
							4,645.00			
						CHECK TOTAL	**4,645.00**			

ACCOUNTS PAYABLE WARRANT REPORT

Detail Invoice List

WARRANT: 12172025 12/17/2025

CASH ACCOUNT: 001 100350 ACCOUNTS PAYABLE CLEARING

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
307	NECAISE LOCKSMITH SER	0000	260591	EFT	12/17/2025		411315	619650	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 411 610700		LEISURE SE	OPER SUPL		246.00			
						246.00			
						CHECK TOTAL	**246.00**		
323	NORTH AMERICA FIRE EQ	0000	260560	INV	12/17/2025		411033	619353	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 290 610700		FIRE	OPER SUPL		1,079.29			
						1,079.29			
						CHECK TOTAL	**1,079.29**		
389	OREILLY AUTO PARTS	0001	260367	EFT	12/17/2025		411226	619548	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 213 611300		OPERATING	MOTR VEH		254.98			
						254.98			
389	OREILLY AUTO PARTS	0001	260367	EFT	12/17/2025		411227	619549	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 213 611300		OPERATING	MOTR VEH		10.60			
						10.60			
389	OREILLY AUTO PARTS	0001	260367	EFT	12/17/2025		411228	619550	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 213 611300		OPERATING	MOTR VEH		233.78			
						233.78			
389	OREILLY AUTO PARTS	0001	260367	EFT	12/17/2025		411229	619551	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 213 611300		OPERATING	MOTR VEH		-254.98			
						-254.98			
389	OREILLY AUTO PARTS	0001	260367	EFT	12/17/2025		411230	619552	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 213 611300		OPERATING	MOTR VEH		194.22			
						194.22			
389	OREILLY AUTO PARTS	0001	260367	EFT	12/17/2025		411231	619553	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 213 611300		OPERATING	MOTR VEH		114.55			
						114.55			

ACCOUNTS PAYABLE WARRANT REPORT

Detail Invoice List

WARRANT: 12172025 12/17/2025

CASH ACCOUNT: 001 100350 ACCOUNTS PAYABLE CLEARING

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
389	OREILLY AUTO PARTS	0001	260006	EFT	12/17/2025		411261	619589	

ACCOUNT DETAIL						LINE AMOUNT
1	290	611300		FIRE	MOTR VEH	33.72

33.72

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
389	OREILLY AUTO PARTS	0001	260006	EFT	12/17/2025		411298	619632	

ACCOUNT DETAIL						LINE AMOUNT
1	290	611300		FIRE	MOTR VEH	14.99

14.99

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
389	OREILLY AUTO PARTS	0001	260006	EFT	12/17/2025		411299	619633	

ACCOUNT DETAIL						LINE AMOUNT
1	290	611300		FIRE	MOTR VEH	25.87

25.87

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
389	OREILLY AUTO PARTS	0001	260006	EFT	12/17/2025		411300	619634	

ACCOUNT DETAIL						LINE AMOUNT
1	290	611300		FIRE	MOTR VEH	36.28

36.28

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
389	OREILLY AUTO PARTS	0001	260006	EFT	12/17/2025		411301	619635	

ACCOUNT DETAIL						LINE AMOUNT
1	290	611300		FIRE	MOTR VEH	37.39

37.39

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
389	OREILLY AUTO PARTS	0001	260006	EFT	12/17/2025		411391	619727	

ACCOUNT DETAIL						LINE AMOUNT
1	290	611300		FIRE	MOTR VEH	4.05

4.05

CHECK TOTAL **705.45**

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
9995	ANN KRANZ	0000		INV	12/17/2025		411273	619602	

ACCOUNT DETAIL						LINE AMOUNT
1	010	505800	41142	GENRL FUND	RENTS	100.00

100.00

CHECK TOTAL **100.00**

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
9995	STEVIE BUSH	0000		INV	12/17/2025		411272	619601	

ACCOUNT DETAIL						LINE AMOUNT
1	010	505800	41139	GENRL FUND	RENTS	100.00

100.00

CHECK TOTAL **100.00**

ACCOUNTS PAYABLE WARRANT REPORT

Detail Invoice List

WARRANT: 12172025 12/17/2025

CASH ACCOUNT: 001 100350 ACCOUNTS PAYABLE CLEARING

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
9995	TERRY GALLION (TERRY	0000		INV	12/17/2025		411281	619612	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 010 501000		GENRL FUNDATH PGMS			30.00			
						30.00			
						CHECK TOTAL	**30.00**		
39457	OSBURN ASSOCIATES INC	0000	260094	EFT	12/17/2025		411498	619839	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 315 615500		TRAFFIC TRAFFIC			3,949.50			
						3,949.50			
						CHECK TOTAL	**3,949.50**		
43476	OTIS ELEVATOR COMPANY	0000		INV	12/17/2025		411441	619778	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 346 630100 25029		CP - NONRM CAP OTLY			111.24			
						111.24			
43476	OTIS ELEVATOR COMPANY	0000		INV	12/17/2025		411442	619779	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 346 630100 25029		CP - NONRM CAP OTLY			1,404.00			
						1,404.00			
						CHECK TOTAL	**1,515.24**		
377	PERFORMANCE TIRE & WH	0001		EFT	12/17/2025		411399	619735	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 290 611300		FIRE MOTR VEH			58.50			
						58.50			
						CHECK TOTAL	**58.50**		
382	PHILLIPS BUILDING SUP	0000	260598	EFT	12/17/2025		411007	619327	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 447 611000		HRB LGT EX BLDG MATLS			297.90			
						297.90			
382	PHILLIPS BUILDING SUP	0000	260478	EFT	12/17/2025		411431	619768	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 447 611000		HRB LGT EX BLDG MATLS			538.72			
						538.72			

ACCOUNTS PAYABLE WARRANT REPORT

Detail Invoice List

WARRANT: 12172025 12/17/2025

CASH ACCOUNT: 001 100350 ACCOUNTS PAYABLE CLEARING

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
382	PHILLIPS BUILDING SUP	0000	260452	EFT	12/17/2025		411432	619769	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 447 611000		HRB LGT EX BLDG MATLS			454.98			
						454.98			
382	PHILLIPS BUILDING SUP	0000	260519	EFT	12/17/2025		411434	619772	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 447 611000		HRB LGT EX BLDG MATLS			1,999.20			
						1,999.20			
382	PHILLIPS BUILDING SUP	0000		EFT	12/17/2025		411443	619782	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 447 611000		HRB LGT EX BLDG MATLS			580.32			
						580.32			
382	PHILLIPS BUILDING SUP	0000	260673	EFT	12/17/2025		411557	619899	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 447 611000		HRB LGT EX BLDG MATLS			238.32			
						238.32			
						CHECK TOTAL	**4,109.44**		
43749	PS WHOLESALE FLOORS,	0000	260207	INV	12/17/2025		411039	619359	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 411 611000		LEISURE SE BLG MAT			1,043.83			
						1,043.83			
43749	PS WHOLESALE FLOORS,	0000	260207	INV	12/17/2025		411040	619360	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 411 611000		LEISURE SE BLG MAT			1,572.82			
						1,572.82			
						CHECK TOTAL	**2,616.65**		
43396	QUALITY TINT AND ACCE	0000	260396	INV	12/17/2025		411595	619935	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 415 624601		BLDG MAINT REPAIRS			3,000.00			
						3,000.00			
						CHECK TOTAL	**3,000.00**		
42004	ROBERT KRISTIAN RIEMA	0000	250634	EFT	12/17/2025		411767	620111	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 362 640200 24020		CP ARPA RE CAP ENG			1,680.58			
	2 363 640200 24020		ARPANONREV CAP ENG			4,142.11			

ACCOUNTS PAYABLE WARRANT REPORT

Detail Invoice List

WARRANT: 12172025 12/17/2025

CASH ACCOUNT: 001 100350 ACCOUNTS PAYABLE CLEARING

VENDOR		REMIT	PO	TYPE	DUE DATE		AMOUNT	DOCUMENT	VOUCHER	CHECK
							5,822.69			
						CHECK TOTAL	**5,822.69**			
850	ROCKING C TRUCK AND T	0000	260629	EFT	12/17/2025			411242	619567	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 290 611300		FIRE	MOTR VEH		10,362.47				
							10,362.47			
						CHECK TOTAL	**10,362.47**			
43506	SAFE HAVEN BABY BOXES	0000		INV	12/17/2025			411302	619637	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 290 621700		FIRE	MAINT CONT		500.00				
							500.00			
						CHECK TOTAL	**500.00**			
449	SAMS CLUB DIRECT	0000		INV	12/17/2025			411012	619332	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 213 610700		OPERATING	OPER SUPL		122.88				
							122.88			
						CHECK TOTAL	**122.88**			
42266	SIJ HOLDINGS, LLC	0000	260053	EFT	12/17/2025			411208	619530	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 611 626100		PLAN & ZON	ADVERTSNG		55.43				
							55.43			
42266	SIJ HOLDINGS, LLC	0000	260053	EFT	12/17/2025			411209	619531	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 611 626100		PLAN & ZON	ADVERTSNG		38.35				
							38.35			
42266	SIJ HOLDINGS, LLC	0000	260000	EFT	12/17/2025			411292	619624	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 145 626100		FINANCE	ADVERTSNG		101.63				
							101.63			
						CHECK TOTAL	**195.41**			
15812	SORG PRINTING LLC	0000	260592	EFT	12/17/2025			411266	619595	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 411 613100		LEISURE SE	ATHLETIC		487.01				

ACCOUNTS PAYABLE WARRANT REPORT

Detail Invoice List

WARRANT: 12172025 12/17/2025

CASH ACCOUNT: 001 100350 ACCOUNTS PAYABLE CLEARING

VENDOR		REMIT	PO	TYPE	DUE DATE		AMOUNT	DOCUMENT	VOUCHER	CHECK
							487.01			
						CHECK TOTAL	**487.01**			
220	NORMA JEAN SOROE	0000	260052	EFT	12/17/2025			411367	619703	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 611 622100		PLAN & ZON PROF FEES			180.00				
							180.00			
						CHECK TOTAL	**180.00**			
553	SOUTH MS BUSINESS MAC	0000		EFT	12/17/2025			411335	619671	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 611 621700		PLAN & ZON	MAINT CONT		140.00				
							140.00			
553	SOUTH MS BUSINESS MAC	0000		EFT	12/17/2025			411336	619672	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 115 621700		COUNCIL	MAINT CONT		50.22				
							50.22			
553	SOUTH MS BUSINESS MAC	0000		EFT	12/17/2025			411337	619673	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 411 621700		LEISURE SE	MAINT CONT		117.77				
							117.77			
553	SOUTH MS BUSINESS MAC	0000		EFT	12/17/2025			411338	619674	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 445 621700		J T JONES	MAINT CONT		117.76				
							117.76			
553	SOUTH MS BUSINESS MAC	0000		EFT	12/17/2025			411339	619675	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 155 621700		HR	MAINT CONT		239.54				
							239.54			
553	SOUTH MS BUSINESS MAC	0000		EFT	12/17/2025			411340	619676	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 811 621700		UTIL BILL	MAINT CONT		439.98				
							439.98			
553	SOUTH MS BUSINESS MAC	0000		EFT	12/17/2025			411341	619677	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 611 621700		PLAN & ZON	MAINT CONT		226.39				
							226.39			

ACCOUNTS PAYABLE WARRANT REPORT

Detail Invoice List

WARRANT: 12172025 12/17/2025

CASH ACCOUNT: 001 100350 ACCOUNTS PAYABLE CLEARING

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
553	SOUTH MS BUSINESS MAC	0000		EFT	12/17/2025		411342	619678	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 145 621700		FINANCE	MAINT CONT		138.64			
						138.64			
553	SOUTH MS BUSINESS MAC	0000		EFT	12/17/2025		411343	619679	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 213 621700		OPERATING	MAINT CONT		1,840.92			
						1,840.92			
553	SOUTH MS BUSINESS MAC	0000		EFT	12/17/2025		411344	619680	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 815 621700		WATER	MAINT CONT		270.14			
						270.14			
553	SOUTH MS BUSINESS MAC	0000		EFT	12/17/2025		411345	619681	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 313 621700		PUB WORK A	MAINT CONT		324.17			
						324.17			
553	SOUTH MS BUSINESS MAC	0000		EFT	12/17/2025		411346	619682	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 125 621700		CITY COURT	MAINT CONT		644.52			
						644.52			
553	SOUTH MS BUSINESS MAC	0000		EFT	12/17/2025		411347	619683	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 135 621700		CITY ATTY	MAINT CONT		197.59			
						197.59			
553	SOUTH MS BUSINESS MAC	0000		EFT	12/17/2025		411348	619684	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 611 621700		PLAN & ZON	MAINT CONT		364.72			
						364.72			
553	SOUTH MS BUSINESS MAC	0000		EFT	12/17/2025		411349	619685	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 415 621700		BLDG MAINT	MAINT CONT		146.56			
						146.56			
553	SOUTH MS BUSINESS MAC	0000		EFT	12/17/2025		411350	619686	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 215 621700		CODE ENF	MAINT CONT		201.26			
						201.26			

ACCOUNTS PAYABLE WARRANT REPORT

Detail Invoice List

WARRANT: 12172025 12/17/2025

CASH ACCOUNT: 001 100350 ACCOUNTS PAYABLE CLEARING

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
553	SOUTH MS BUSINESS MAC	0000		EFT	12/17/2025		411351	619687	

ACCOUNT DETAIL					LINE AMOUNT
1	213	621700	OPERATING	MAINT CONT	293.46

293.46

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
553	SOUTH MS BUSINESS MAC	0000		EFT	12/17/2025		411352	619688	

ACCOUNT DETAIL					LINE AMOUNT
1	815	621700	WATER	MAINT CONT	225.61

225.61

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
553	SOUTH MS BUSINESS MAC	0000		EFT	12/17/2025		411353	619689	

ACCOUNT DETAIL					LINE AMOUNT
1	143	620900	CAO OFFICE	CONTRACT	75.36

75.36

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
553	SOUTH MS BUSINESS MAC	0000		EFT	12/17/2025		411354	619690	

ACCOUNT DETAIL					LINE AMOUNT
1	147	621700	MARKETING	MAINT CONT	75.36

75.36

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
553	SOUTH MS BUSINESS MAC	0000		EFT	12/17/2025		411355	619691	

ACCOUNT DETAIL					LINE AMOUNT
1	611	621700	PLAN & ZON	MAINT CONT	324.58

324.58

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
553	SOUTH MS BUSINESS MAC	0000		EFT	12/17/2025		411356	619692	

ACCOUNT DETAIL					LINE AMOUNT
1	811	621700	UTIL BILL	MAINT CONT	499.62

499.62

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
553	SOUTH MS BUSINESS MAC	0000		EFT	12/17/2025		411357	619693	

ACCOUNT DETAIL					LINE AMOUNT
1	411	621700	LEISURE SE	MAINT CONT	394.77

394.77

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
553	SOUTH MS BUSINESS MAC	0000		EFT	12/17/2025		411358	619694	

ACCOUNT DETAIL					LINE AMOUNT
1	135	621700	CITY ATTY	MAINT CONT	394.07

394.07

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
553	SOUTH MS BUSINESS MAC	0000		EFT	12/17/2025		411359	619695	

ACCOUNT DETAIL					LINE AMOUNT
1	213	621700	OPERATING	MAINT CONT	192.22

192.22

ACCOUNTS PAYABLE WARRANT REPORT

Detail Invoice List

WARRANT: 12172025 12/17/2025

CASH ACCOUNT: 001 100350 ACCOUNTS PAYABLE CLEARING

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
553	SOUTH MS BUSINESS MAC	0000		EFT	12/17/2025		411360	619696	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 145 621700		FINANCE	MAINT CONT		193.71			
						193.71			
553	SOUTH MS BUSINESS MAC	0000		EFT	12/17/2025		411361	619697	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 111 621700		MAYOR	MAINT CONT		213.05			
						213.05			
553	SOUTH MS BUSINESS MAC	0000		EFT	12/17/2025		411362	619698	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 290 621700		FIRE	MAINT CONT		197.49			
						197.49			
553	SOUTH MS BUSINESS MAC	0000		EFT	12/17/2025		411363	619699	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 115 621700		COUNCIL	MAINT CONT		255.20			
						255.20			
553	SOUTH MS BUSINESS MAC	0000		EFT	12/17/2025		411364	619700	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 411 621700		LEISURE SE	MAINT CONT		155.48			
						155.48			
						CHECK TOTAL	**8,950.16**		
611	SOUTHERN PIPE & SUPPL	0000	260495	EFT	12/17/2025		411501	619842	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 815 617000		WATER	METERS		11,120.00			
						11,120.00			
611	SOUTHERN PIPE & SUPPL	0000	260071	EFT	12/17/2025		411509	619850	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 815 617000		WATER	METERS		4,295.00			
						4,295.00			
611	SOUTHERN PIPE & SUPPL	0000	260071	EFT	12/17/2025		411510	619851	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 815 617000		WATER	METERS		80,640.00			
						80,640.00			
						CHECK TOTAL	**96,055.00**		

ACCOUNTS PAYABLE WARRANT REPORT

Detail Invoice List

WARRANT: 12172025 12/17/2025

CASH ACCOUNT: 001 100350 ACCOUNTS PAYABLE CLEARING

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
40142	SPORTSENGINE	0000		EFT	12/17/2025		411462	619801	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 155 620900		HR	CONTRACT		407.00			
						407.00			
40142	SPORTSENGINE	0000		EFT	12/17/2025		411471	619811	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 411 620900		LEISURE SE	CONTRACT		490.00			
						490.00			
						CHECK TOTAL	**897.00**		
42524	STONE COUNTY BOARD OF	0000		INV	12/17/2025		411252	619580	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 213 623500		OPERATING	PRISONER		2,575.00			
						2,575.00			
						CHECK TOTAL	**2,575.00**		
42603	SUDDEN SERVICE INC	0000	251857	EFT	12/17/2025		411799	620144	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 825 620900		SEWER	CONTRACT		10,613.93			
						10,613.93			
						CHECK TOTAL	**10,613.93**		
610	SUNBELT FIRE INC	0000	260022	EFT	12/17/2025		411018	619338	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 290 611300		FIRE	MOTR VEH		359.98			
						359.98			
610	SUNBELT FIRE INC	0000		EFT	12/17/2025		411020	619340	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 290 611300		FIRE	MOTR VEH		55.99			
						55.99			
610	SUNBELT FIRE INC	0000	260332	EFT	12/17/2025		411192	619514	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 290 610700		FIRE	OPER SUPL		448.02			
						448.02			
610	SUNBELT FIRE INC	0000	260022	EFT	12/17/2025		411260	619588	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 290 611300		FIRE	MOTR VEH		74.59			
						74.59			

ACCOUNTS PAYABLE WARRANT REPORT

Detail Invoice List

WARRANT: 12172025 12/17/2025

CASH ACCOUNT: 001 100350 ACCOUNTS PAYABLE CLEARING

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
610	SUNBELT FIRE INC	0000	260590	EFT	12/17/2025		411274	619603	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 290 611300		FIRE	MOTR VEH		1,737.99			
						1,737.99			
610	SUNBELT FIRE INC	0000	260639	EFT	12/17/2025		411275	619604	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 290 611300		FIRE	MOTR VEH		2,066.68			
						2,066.68			
610	SUNBELT FIRE INC	0000	260639	EFT	12/17/2025		411277	619606	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 290 611300		FIRE	MOTR VEH		2,064.68			
						2,064.68			
610	SUNBELT FIRE INC	0000	260349	EFT	12/17/2025		411659	620003	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 290 611300		FIRE	MOTR VEH		2,429.62			
						2,429.62			
610	SUNBELT FIRE INC	0000		EFT	12/17/2025		411781	620126	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 290 611300		FIRE	MOTR VEH		719.20			
						719.20			
						CHECK TOTAL	**9,956.75**		
28117	SUPREME COURT OF MISS	0000		INV	12/17/2025		411480	619820	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 135 621300		CITY ATTY	LEGAL FEES		20.00			
						20.00			
						CHECK TOTAL	**20.00**		
28117	SUPREME COURT OF MISS	0000		INV	12/17/2025		411482	619822	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 135 621300		CITY ATTY	LEGAL FEES		20.00			
						20.00			
						CHECK TOTAL	**20.00**		
18084	SWETMAN SECURITY SERV	0000		EFT	12/17/2025		411410	619748	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 125 620900		CITY COURT	CONTRACT		6,921.04			
						6,921.04			

ACCOUNTS PAYABLE WARRANT REPORT

Detail Invoice List

WARRANT: 12172025 12/17/2025

CASH ACCOUNT: 001 100350 ACCOUNTS PAYABLE CLEARING

VENDOR		REMIT	PO	TYPE	DUE DATE		AMOUNT	DOCUMENT	VOUCHER	CHECK
18084	SWETMAN SECURITY SERV	0000		EFT	12/17/2025			411786	620131	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 125 620900		CITY COURT CONTRACT			4,752.12				
							4,752.12			
						CHECK TOTAL	**11,673.16**			
17203	SYMBOL ARTS LLC	0000	260136	INV	12/17/2025			411032	619352	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 290 610700		FIRE OPER SUPL			4,000.50				
							4,000.50			
						CHECK TOTAL	**4,000.50**			
43470	T L WALLACE CONSTRUCT	0000	250689	EFT	12/17/2025			411977	620322	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 366 640100 02804		CP MRCPT RCAP CONST			153,420.41				
	2 368 640100 02804		CP MRCPT NCAP CONST			29,702.54				
							183,122.95			
						CHECK TOTAL	**183,122.95**			
38002	TAPPER SECURITY INC	0000		EFT	12/17/2025			411286	619618	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 213 620900		OPERATING CONTRACT			119.97				
							119.97			
38002	TAPPER SECURITY INC	0000		EFT	12/17/2025			411440	619777	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 415 624601		BLDG MAINT REPAIRS			158.94				
							158.94			
						CHECK TOTAL	**278.91**			
43663	TASK FORCE PROTECTION	0000	260103	EFT	12/17/2025			411264	619593	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 447 620954		HRB LGT EX HL - SECUR			5,214.00				
							5,214.00			
43663	TASK FORCE PROTECTION	0000	260461	EFT	12/17/2025			411469	619809	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 447 620954		HRB LGT EX HL - SECUR			2,048.25				
							2,048.25			

ACCOUNTS PAYABLE WARRANT REPORT

Detail Invoice List

WARRANT: 12172025 12/17/2025

CASH ACCOUNT: 001 100350 ACCOUNTS PAYABLE CLEARING

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
43663	TASK FORCE PROTECTION	0000	260103	EFT	12/17/2025		411470	619810	

ACCOUNT DETAIL				LINE AMOUNT
1	447	620954	HRB LGT EX HL - SECUR	5,544.00
				5,544.00
			CHECK TOTAL	**12,806.25**

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
23654	TEC OF JACKSON INC	0000		EFT	12/17/2025		411306	619640	

ACCOUNT DETAIL				LINE AMOUNT
1	145	626001	FINANCE TELEPHONE	220.64
2	213	626001	OPERATING TELEPHONE	47.80
3	313	626001	PUB WORK ATELEPHONE	0.06
4	125	626001	CITY COURT TELEPHONE	0.03
5	411	626001	LEISURE SE TELEPHONE	7.45
6	445	626001	J T JONES TELEPHONE	8.83
				284.81
			CHECK TOTAL	**284.81**

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
41777	TELESOUTH COMMUNICATI	0000	260306	EFT	12/17/2025		411487	619827	

ACCOUNT DETAIL				LINE AMOUNT
1	447	626100	HRB LGT EX ADVERTSNG	1,850.00
				1,850.00
			CHECK TOTAL	**1,850.00**

ACCOUNTS PAYABLE WARRANT REPORT

Detail Invoice List

WARRANT: 12172025 12/17/2025

CASH ACCOUNT: 001 100350 ACCOUNTS PAYABLE CLEARING

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
39487	THE LINCOLN NATIONAL	0002		EFT	12/17/2025		411016	619336	

ACCOUNT DETAIL					LINE AMOUNT
1	111	602500	MAYOR	LIFE INS	37.37
2	115	602500	COUNCIL	LIFE INS	66.72
3	125	602500	CITY COURT	LIFE INS	104.00
4	135	602500	CITY ATTY	LIFE INS	72.00
5	145	602500	FINANCE	LIFE INS	112.00
6	148	602500	EVENTS	LIFE INS	40.00
7	150	602500	INFO TECH	LIFE INS	72.00
8	213	602500	OPERATING	LIFE INS	1,653.37
9	290	602500	FIRE	LIFE INS	1,194.72
10	313	602500	PUB WORK A	LIFE INS	64.00
11	315	602500	TRAFFIC	LIFE INS	48.00
12	325	602500	ENGINEER	LIFE INS	64.00
13	411	602500	LEISURE SE	LIFE INS	256.09
14	415	602500	BLDG MAINT	LIFE INS	24.00
15	445	602500	J T JONES	LIFE INS	69.37
16	611	602500	PLAN & ZON	LIFE INS	168.00
17	811	602500	UTIL BILL	LIFE INS	152.00
18	825	602500	SEWER	LIFE INS	8.00

4,205.64

CHECK TOTAL **4,205.64**

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
41972	TIMOTHY WESTBROOK	0000	260373	EFT	12/17/2025		411321	619657	

ACCOUNT DETAIL					LINE AMOUNT
1	215	625500	CODE ENF	LOT ASSESS	300.00

300.00

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
41972	TIMOTHY WESTBROOK	0000	260373	EFT	12/17/2025		411369	619705	

ACCOUNT DETAIL					LINE AMOUNT
1	215	625500	CODE ENF	LOT ASSESS	800.00

800.00

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
41972	TIMOTHY WESTBROOK	0000	260373	EFT	12/17/2025		411390	619726	

ACCOUNT DETAIL					LINE AMOUNT
1	215	625500	CODE ENF	LOT ASSESS	500.00

500.00

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
41972	TIMOTHY WESTBROOK	0000	260373	EFT	12/17/2025		411401	619737	

ACCOUNT DETAIL					LINE AMOUNT
1	215	625500	CODE ENF	LOT ASSESS	1,500.00

ACCOUNTS PAYABLE WARRANT REPORT

Detail Invoice List

WARRANT: 12172025 12/17/2025

CASH ACCOUNT: 001 100350 ACCOUNTS PAYABLE CLEARING

VENDOR		REMIT	PO	TYPE	DUE DATE		AMOUNT	DOCUMENT	VOUCHER	CHECK
							1,500.00			
						CHECK TOTAL	**3,100.00**			
33797	TRANSUNION RISK AND A	0000		INV	12/17/2025			411322	619658	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 213 621700		OPERATING	MAINT CONT		910.00				
							910.00			
						CHECK TOTAL	**910.00**			
33797	TRANSUNION RISK AND A	0000		INV	12/17/2025			411479	619819	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 135 620900		CITY ATTY	CONTRACT		100.00				
							100.00			
						CHECK TOTAL	**100.00**			
10316	TYLER TECHNOLOGIES, I	0001	260657	INV	12/17/2025			411464	619803	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 155 610700		HR	OPER SUPL		374.25				
							374.25			
						CHECK TOTAL	**374.25**			
40826	TYREE A DAVIS	0000	260221	EFT	12/17/2025			411312	619647	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 447 620960		HRB LGT EX	HL - SETUP		10,800.00				
							10,800.00			
40826	TYREE A DAVIS	0000	260221	EFT	12/17/2025			411392	619728	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 447 620960		HRB LGT EX	HL - SETUP		5,000.00				
							5,000.00			
						CHECK TOTAL	**15,800.00**			
26616	ULINE, INC.	0001	260655	EFT	12/17/2025			411420	619758	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 411 610100		LEISURE SE	JANITORIAL		739.72				
							739.72			
						CHECK TOTAL	**739.72**			

ACCOUNTS PAYABLE WARRANT REPORT

Detail Invoice List

WARRANT: 12172025 12/17/2025

CASH ACCOUNT: 001 100350 ACCOUNTS PAYABLE CLEARING

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
43326	UNITI FIBER HOLDINGS	0000		EFT	12/17/2025		411564	619906	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 115 626001		COUNCIL	TELEPHONE		228.00			
						228.00			
43326	UNITI FIBER HOLDINGS	0000		EFT	12/17/2025		411565	619907	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 125 626001		CITY COURT	TELEPHONE		228.00			
						228.00			
43326	UNITI FIBER HOLDINGS	0000		EFT	12/17/2025		411566	619908	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 135 626001		CITY ATTY	TELEPHONE		228.00			
						228.00			
43326	UNITI FIBER HOLDINGS	0000		EFT	12/17/2025		411567	619909	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 143 626001		CAO OFFICE	TELEPHONE		228.00			
						228.00			
43326	UNITI FIBER HOLDINGS	0000		EFT	12/17/2025		411568	619910	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 145 626001		FINANCE	TELEPHONE		228.00			
						228.00			
43326	UNITI FIBER HOLDINGS	0000		EFT	12/17/2025		411569	619911	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 147 626001		MARKETING	TELEPHONE		228.00			
						228.00			
43326	UNITI FIBER HOLDINGS	0000		EFT	12/17/2025		411570	619912	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 148 626001		EVENTS	TELEPHONE		228.00			
						228.00			
43326	UNITI FIBER HOLDINGS	0000		EFT	12/17/2025		411571	619913	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 150 626001		INFO TECH	TELEPHONE		228.00			
						228.00			
43326	UNITI FIBER HOLDINGS	0000		EFT	12/17/2025		411572	619914	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 155 626001		HR	TELEPHONE		228.00			
						228.00			

ACCOUNTS PAYABLE WARRANT REPORT

Detail Invoice List

WARRANT: 12172025 12/17/2025

CASH ACCOUNT: 001 100350 ACCOUNTS PAYABLE CLEARING

VENDOR		REMIT	PO	TYPE	DUE DATE		AMOUNT	DOCUMENT	VOUCHER	CHECK
43326	UNITI FIBER HOLDINGS	0000		EFT	12/17/2025			411573	619915	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 213 626001		OPERATING	TELEPHONE		228.00				
							228.00			
43326	UNITI FIBER HOLDINGS	0000		EFT	12/17/2025			411574	619916	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 290 626001		FIRE	TELEPHONE		228.00				
							228.00			
43326	UNITI FIBER HOLDINGS	0000		EFT	12/17/2025			411575	619917	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 313 626001		PUB WORK A	TELEPHONE		228.00				
							228.00			
43326	UNITI FIBER HOLDINGS	0000		EFT	12/17/2025			411576	619918	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 411 626001		LEISURE SE	TELEPHONE		228.00				
							228.00			
43326	UNITI FIBER HOLDINGS	0000		EFT	12/17/2025			411577	619919	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 415 626001		BLDG MAINT	TELEPHONE		228.00				
							228.00			
43326	UNITI FIBER HOLDINGS	0000		EFT	12/17/2025			411578	619920	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 811 626001		UTIL BILL	TELEPHONE		1,030.86				
							1,030.86			
						CHECK TOTAL	**4,222.86**			
42612	USIQ INC	0000	260475	EFT	12/17/2025			411285	619617	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 213 612500		OPERATING	UNIFORMS		9,395.00				
							9,395.00			
						CHECK TOTAL	**9,395.00**			
6664	VERIZON WIRELESS	0001		INV	12/17/2025			411522	619864	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 811 626001		UTIL BILL	TELEPHONE		270.13				
							270.13			
						CHECK TOTAL	**270.13**			

ACCOUNTS PAYABLE WARRANT REPORT

Detail Invoice List

WARRANT: 12172025 12/17/2025

CASH ACCOUNT: 001 100350 ACCOUNTS PAYABLE CLEARING

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
883	WARREN PAVING INC	0000	260466	EFT	12/17/2025		411499	619840	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 367 640100 22009		MIMACAP	CAP CONST		52,923.23			
						52,923.23			
883	WARREN PAVING INC	0000	260465	EFT	12/17/2025		411801	620146	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 311 620900		STS & DRAI	CONTRACT		5,185.50			
	2 815 620900		WATER	CONTRACT		2,592.75			
	3 825 620900		SEWER	CONTRACT		2,592.75			
						10,371.00			
883	WARREN PAVING INC	0000	260354	EFT	12/17/2025		411802	620147	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 311 620900		STS & DRAI	CONTRACT		6,572.61			
	2 367 640100 22005		MIMACAP	CAP CONST		208,565.21			
						215,137.82			
					CHECK TOTAL	**278,432.05**			
969	WASTE MANAGEMENT OF M	0000		INV	12/17/2025		411806	620151	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 815 627200		WATER	TRASH		3,987.57			
						3,987.57			
					CHECK TOTAL	**3,987.57**			
40182	WASTE PRO OF MISSISSI	0000		EFT	12/17/2025		411046	619367	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 411 620900		LEISURE SE	CONTRACT		1,110.00			
						1,110.00			
40182	WASTE PRO OF MISSISSI	0000		EFT	12/17/2025		411453	619792	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 411 620900		LEISURE SE	CONTRACT		1,247.95			
						1,247.95			
40182	WASTE PRO OF MISSISSI	0000		EFT	12/17/2025		411457	619796	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 411 620900		LEISURE SE	CONTRACT		473.00			
						473.00			
40182	WASTE PRO OF MISSISSI	0000		EFT	12/17/2025		411458	619797	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 411 620900		LEISURE SE	CONTRACT		423.00			

ACCOUNTS PAYABLE WARRANT REPORT

Detail Invoice List

WARRANT: 12172025 12/17/2025

CASH ACCOUNT: 001 100350 ACCOUNTS PAYABLE CLEARING

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
						423.00			
40182	WASTE PRO OF MISSISSI	0000		EFT	12/17/2025		411459	619798	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 411 620900		LEISURE SE	CONTRACT		423.00			
						423.00			
40182	WASTE PRO OF MISSISSI	0000		EFT	12/17/2025		411460	619799	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 411 620900		LEISURE SE	CONTRACT		423.00			
						423.00			
40182	WASTE PRO OF MISSISSI	0000		EFT	12/17/2025		411461	619800	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 411 620900		LEISURE SE	CONTRACT		423.00			
						423.00			
40182	WASTE PRO OF MISSISSI	0000		EFT	12/17/2025		411463	619802	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 411 620900		LEISURE SE	CONTRACT		467.90			
						467.90			
40182	WASTE PRO OF MISSISSI	0000		EFT	12/17/2025		411465	619804	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 411 620900		LEISURE SE	CONTRACT		653.00			
						653.00			
40182	WASTE PRO OF MISSISSI	0000		EFT	12/17/2025		411466	619805	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 411 620900		LEISURE SE	CONTRACT		423.00			
						423.00			
40182	WASTE PRO OF MISSISSI	0000		EFT	12/17/2025		411472	619812	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 445 620900		J T JONES	CONTRACT		633.23			
						633.23			
40182	WASTE PRO OF MISSISSI	0000		EFT	12/17/2025		411475	619815	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 445 620900		J T JONES	CONTRACT		527.69			
						527.69			
40182	WASTE PRO OF MISSISSI	0000		EFT	12/17/2025		411521	619863	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 850 627100		Sld Wst Ex	SOLID WSTE		3,364.37			
						3,364.37			

ACCOUNTS PAYABLE WARRANT REPORT

Detail Invoice List

WARRANT: 12172025 12/17/2025

CASH ACCOUNT: 001 100350 ACCOUNTS PAYABLE CLEARING

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
40182	WASTE PRO OF MISSISSI	0000		EFT	12/17/2025		411807	620152	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 815 626700		WATER	RENTAL		84.97			
						84.97			
						CHECK TOTAL	**10,677.11**		
24702	WEAVER ELECTRIC INC	0000	260473	EFT	12/17/2025		411268	619597	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 411 612200		LEISURE SE	REP&MAINT		10,523.39			
						10,523.39			
24702	WEAVER ELECTRIC INC	0000	260243	EFT	12/17/2025		411317	619653	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 447 620951		HRB LGT EX	HL - ELEC		18,170.00			
						18,170.00			
24702	WEAVER ELECTRIC INC	0000	260616	EFT	12/17/2025		411596	619940	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 415 624601		BLDG MAINT	REPAIRS		930.00			
						930.00			
24702	WEAVER ELECTRIC INC	0000		EFT	12/17/2025		411597	619939	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 447 620951		HRB LGT EX	HL - ELEC		330.00			
	2 447 610700		HRB LGT EX	OP SUPPLIE		235.33			
						565.33			
						CHECK TOTAL	**30,188.72**		
637	THOMSON REUTERS WEST	0000		EFT	12/17/2025		411488	619829	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 135 621900		CITY ATTY	MEMBER DUE		57.99			
						57.99			
637	THOMSON REUTERS WEST	0000		EFT	12/17/2025		411787	620132	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 135 621900		CITY ATTY	MEMBER DUE		652.84			
						652.84			
						CHECK TOTAL	**710.83**		
32613	WILLIAMS DISTRIBUTING	0000		EFT	12/17/2025		411304	619639	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 290 610100		FIRE	JANITORIAL		728.00			

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WARRANT: 12172025 12/17/2025

CASH ACCOUNT: 001 100350 ACCOUNTS PAYABLE CLEARING

VENDOR		REMIT	PO	TYPE	DUE DATE		AMOUNT	DOCUMENT	VOUCHER	CHECK
							728.00			
						CHECK TOTAL	**728.00**			
15682	RAYCOM MEDIA CORP	0000		INV	12/17/2025			411324	619660	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 213 620900		OPERATING	CONTRACT		2,520.00				
							2,520.00			
15682	RAYCOM MEDIA CORP	0000		INV	12/17/2025			411325	619661	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 213 620900		OPERATING	CONTRACT		375.00				
							375.00			
15682	RAYCOM MEDIA CORP	0000		INV	12/17/2025			411326	619662	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 213 620900		OPERATING	CONTRACT		105.00				
							105.00			
						CHECK TOTAL	**3,000.00**			
42660	WOLVERTON PROPERTY MA	0000	260226	EFT	12/17/2025			411514	619855	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 411 620900		LEISURE SE	CONTRACT		2,097.00				
							2,097.00			
						CHECK TOTAL	**2,097.00**			
42993	WRIGHT NATIONAL FLOOD	0000		INV	12/17/2025			411426	619757	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 917 629300		PROP LIAB	INS PREM		927.00				
							927.00			
42993	WRIGHT NATIONAL FLOOD	0000		INV	12/17/2025			411430	619767	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 917 629300		PROP LIAB	INS PREM		5,377.00				
							5,377.00			
						CHECK TOTAL	**6,304.00**			
772	**INVOICES**				**WARRANT TOTAL**		**7,096,137.65**	**7,096,137.65**		

ACCOUNTS PAYABLE WARRANT REPORT

Warrant Summary

WARRANT: 12172025 12/17/2025

FUND	ORG		ACCOUNT		AMOUNT
010	010	REVENUES - CITY GENER	010 -000-000-000-000-210603-	COURT VICTIM HUMAN TR	1,000.00
010	010	REVENUES - CITY GENER	010 -000-000-000-000-210700-	COURT STATE ASSESSMEN	52,201.00
010	010	REVENUES - CITY GENER	010 -000-000-000-000-210800-	COURT PUBLIC SAFETY A	1,803.87
010	010	REVENUES - CITY GENER	010 -000-000-000-000-480700-	WARRANTS FEES COLLECT	2,000.64
010	010	REVENUES - CITY GENER	010 -000-000-000-000-501000-	ATHLETIC PROGRAMS	30.00
010	010	REVENUES - CITY GENER	010 -000-000-000-000-505800-41139	RENTS	100.00
010	010	REVENUES - CITY GENER	010 -000-000-000-000-505800-41142	RENTS	100.00
010	010	REVENUES - CITY GENER	010 -000-000-000-000-507800-	COLLECTION ASSESSMENT	592.39
010	111	EXECUTIVE	010 -100-111-000-000-602500-	LIFE INSURANCE	37.37
010	111	EXECUTIVE	010 -100-111-000-000-610700-	OPERATING SUPPLIES	440.60
010	111	EXECUTIVE	010 -100-111-000-000-621700-	MAINTENANCE CONTRACTS	226.38
010	111	EXECUTIVE	010 -100-111-000-000-626001-	TELEPHONE	44.89
010	115	LEGISLATIVE	010 -100-115-000-000-602500-	LIFE INSURANCE	66.72
010	115	LEGISLATIVE	010 -100-115-000-000-620500-	AUDIT FEES	51,775.00
010	115	LEGISLATIVE	010 -100-115-000-000-621700-	MAINTENANCE CONTRACTS	305.42
010	115	LEGISLATIVE	010 -100-115-000-000-622100-	PROFESSIONAL FEES	528.80
010	115	LEGISLATIVE	010 -100-115-000-000-626001-	TELEPHONE	716.28
010	115	LEGISLATIVE	010 -100-115-000-000-626900-	TRAVEL	790.00
010	125	JUDICIAL	010 -100-125-000-000-602500-	LIFE INSURANCE	104.00
010	125	JUDICIAL	010 -100-125-000-000-620900-	CONTRACTUAL FEES	13,895.16
010	125	JUDICIAL	010 -100-125-000-000-621500-	LEGAL FEES-COURT DEFE	4,167.00
010	125	JUDICIAL	010 -100-125-000-000-621700-	MAINTENANCE CONTRACTS	755.12
010	125	JUDICIAL	010 -100-125-000-000-626001-	TELEPHONE	325.81
010	125	JUDICIAL	010 -100-125-000-000-627900-	MISC SERVICES AND CHA	200.00
010	135	LEGAL	010 -100-135-000-000-602500-	LIFE INSURANCE	72.00
010	135	LEGAL	010 -100-135-000-000-620900-	CONTRACTUAL FEES	3,948.05
010	135	LEGAL	010 -100-135-000-000-621300-	LEGAL FEES	40.00
010	135	LEGAL	010 -100-135-000-000-621700-	MAINTENANCE CONTRACTS	591.66
010	135	LEGAL	010 -100-135-000-000-621900-	MEMBERSHIP DUES AND S	760.83
010	135	LEGAL	010 -100-135-000-000-626001-	TELEPHONE	361.76
010	135	LEGAL	010 -100-135-000-000-626900-	TRAVEL	200.00
010	143	CAO OFFICE	010 -100-145-143-000-610400-	OFFICE SUPPLIES/NONCA	59.99
010	143	CAO OFFICE	010 -100-145-143-000-612500-	UNIFORMS/PERSONAL GEA	118.73
010	143	CAO OFFICE	010 -100-145-143-000-620900-	CONTRACTUAL FEES	88.70
010	143	CAO OFFICE	010 -100-145-143-000-626001-	TELEPHONE	278.39
010	145	FINANCE	010 -100-145-145-000-6025-00-	LIFE INSURANCE	112.00
010	145	FINANCE	010 -100-145-145-000-6104-00-	OFFICE SUPPLIES	42.28
010	145	FINANCE	010 -100-145-145-000-6107-00-	OPERATING SUPPLIES	320.99
010	145	FINANCE	010 -100-145-145-000-6209-00-	CONTRACTUAL FEES	10,206.50
010	145	FINANCE	010 -100-145-145-000-6217-00-	MAINTENANCE CONTRACTS	332.35

ACCOUNTS PAYABLE WARRANT REPORT

010	145	FINANCE	010 -100-145-145-000-6260-01-	TELEPHONE	647.39
010	145	FINANCE	010 -100-145-145-000-6260-02-	ELECTRIC	567.25
010	145	FINANCE	010 -100-145-145-000-6260-03-	WATER	1,320.88
010	145	FINANCE	010 -100-145-145-000-6260-04-	GAS	116.52
010	145	FINANCE	010 -100-145-145-000-6261-00-	ADVERTISING	101.63
010	145	FINANCE	010 -100-145-145-000-6279-00-	MISC SERVICES AND CHA	2,000.00
010	147	MARKETING	010 -100-145-147-000-610400-	OFFICE SUPPLIES/NONCA	79.99
010	147	MARKETING	010 -100-145-147-000-610700-	OPER SUPPLIES/NONCAPI	471.32
010	147	MARKETING	010 -100-145-147-000-621700-	MAINTENANCE CONTRACTS	88.69
010	147	MARKETING	010 -100-145-147-000-623700-	BUSINESS RETENTION\PR	7,260.38
010	147	MARKETING	010 -100-145-147-000-626001-	TELEPHONE	228.00
010	148	CITY EVENTS	010 -100-650-148-000-6025-00-	LIFE INSURANCE	40.00
010	148	CITY EVENTS	010 -100-650-148-000-6107-00-	OPER SUPPLIES/NONCAPI	218.99
010	148	CITY EVENTS	010 -100-650-148-000-6125-00-	UNIFORMS/PERSONAL GEA	343.59
010	148	CITY EVENTS	010 -100-650-148-000-6260-01-	TELEPHONE	376.17
010	148	CITY EVENTS	010 -100-650-148-000-6278-00-	EVENT EXPENSES	100.00
010	150	INFORMATION TECHNOLOG	010 -100-150-150-000-6025-00-	LIFE INSURANCE	72.00
010	150	INFORMATION TECHNOLOG	010 -100-150-150-000-6101-00-	CLEANING AND JANITORI	800.00
010	150	INFORMATION TECHNOLOG	010 -100-150-150-000-6104-00-	OFFICE SUPPLIES	332.41
010	150	INFORMATION TECHNOLOG	010 -100-150-150-000-6140-00-	GASOLINE, OIL, GREASE	28.61
010	150	INFORMATION TECHNOLOG	010 -100-150-150-000-6217-00-	MAINTENANCE CONTRACTS	21,215.12
010	150	INFORMATION TECHNOLOG	010 -100-150-150-000-6260-01-	TELEPHONE	321.78
010	150	INFORMATION TECHNOLOG	010 -100-150-150-000-6260-04-	GAS	114.71
010	155	HUMAN RESOURCES	010 -100-145-155-000-610700-	OPERATING SUPPLIES	374.25
010	155	HUMAN RESOURCES	010 -100-145-155-000-620900-	CONTRACTUAL FEES	757.00
010	155	HUMAN RESOURCES	010 -100-145-155-000-621700-	MAINTENANCE CONTRACTS	239.54
010	155	HUMAN RESOURCES	010 -100-145-155-000-621900-	MEMBERSHIP DUES AND S	115.56
010	155	HUMAN RESOURCES	010 -100-145-155-000-626001-	TELEPHONE	228.00
010	213	POLICE OPERATING	010 -200-212-213-000-602500-	LIFE INSURANCE	1,653.37
010	213	POLICE OPERATING	010 -200-212-213-000-610100-	CLEANING AND JANITORI	57.49
010	213	POLICE OPERATING	010 -200-212-213-000-610400-	OFFICE SUPPLIES	104.91
010	213	POLICE OPERATING	010 -200-212-213-000-610700-	OPERATING SUPPLIES	4,906.59
010	213	POLICE OPERATING	010 -200-212-213-000-611000-	BLDG MATERIALS AND SU	628.21
010	213	POLICE OPERATING	010 -200-212-213-000-611300-	MOTOR VEHICLE REPAIRS	6,735.29
010	213	POLICE OPERATING	010 -200-212-213-000-612500-	UNIFORMS	10,902.57
010	213	POLICE OPERATING	010 -200-212-213-000-614000-	GASOLINE, OIL, GREASE	16,970.74
010	213	POLICE OPERATING	010 -200-212-213-000-614900-	ANIMAL CONTROL	50,440.23
010	213	POLICE OPERATING	010 -200-212-213-000-615200-	PHOTOGRAPHY AND FINGE	24.00
010	213	POLICE OPERATING	010 -200-212-213-000-620900-	CONTRACTUAL FEES	3,119.97
010	213	POLICE OPERATING	010 -200-212-213-000-621700-	MAINTENANCE CONTRACTS	3,236.60
010	213	POLICE OPERATING	010 -200-212-213-000-621900-	MEMBERSHIP DUES AND S	220.00
010	213	POLICE OPERATING	010 -200-212-213-000-622300-	TRAINING PROGRAMS	4,280.18
010	213	POLICE OPERATING	010 -200-212-213-000-623500-	PRISONER MEALS AND HO	2,575.00
010	213	POLICE OPERATING	010 -200-212-213-000-626001-	TELEPHONE	10,017.28
010	213	POLICE OPERATING	010 -200-212-213-000-626003-	WATER	1,175.36

ACCOUNTS PAYABLE WARRANT REPORT

010	213	POLICE OPERATING	010 -200-212-213-000-626500-	PRINTING AND BINDING	104.00
010	213	POLICE OPERATING	010 -200-212-213-000-626900-	TRAVEL	7,488.56
010	213	POLICE OPERATING	010 -200-212-213-000-627900-	MISC SERVICES AND CHA	345.00
010	214	POLICE GRANTS	010 -200-212-214-000-630100-26016	CAPITAL OUTLAY	659.94
010	215	CODE ENFORCEMENT	010 -200-212-215-000-614000-	GASOLINE, OIL, GREASE	166.56
010	215	CODE ENFORCEMENT	010 -200-212-215-000-621700-	MAINTENANCE CONTRACTS	201.26
010	215	CODE ENFORCEMENT	010 -200-212-215-000-625500-	LOT ASSESSMENTS	3,467.50
010	290	FIRE	010 -200-290-000-000-602500-	LIFE INSURANCE	1,194.72
010	290	FIRE	010 -200-290-000-000-610100-	CLEANING AND JANITORI	728.00
010	290	FIRE	010 -200-290-000-000-610700-	OPERATING SUPPLIES	13,473.95
010	290	FIRE	010 -200-290-000-000-611000-	BLDG MATERIALS AND SU	762.36
010	290	FIRE	010 -200-290-000-000-611300-	MOTOR VEHICLE REPAIRS	25,182.79
010	290	FIRE	010 -200-290-000-000-612200-	REPAIRS AND MAINTENAN	475.00
010	290	FIRE	010 -200-290-000-000-612500-	UNIFORMS	709.33
010	290	FIRE	010 -200-290-000-000-614000-	GASOLINE, OIL, GREASE	4,566.49
010	290	FIRE	010 -200-290-000-000-621700-	MAINTENANCE CONTRACTS	697.49
010	290	FIRE	010 -200-290-000-000-621900-	MEMBERSHIP DUES AND S	515.00
010	290	FIRE	010 -200-290-000-000-622300-	TRAINING PROGRAMS	3,063.99
010	290	FIRE	010 -200-290-000-000-626001-	TELEPHONE	228.00
010	290	FIRE	010 -200-290-000-000-626003-	WATER	2,593.54
010	290	FIRE	010 -200-290-000-000-626004-	GAS	774.06
010	290	FIRE	010 -200-290-000-000-626900-	TRAVEL	1,570.32
010	290	FIRE	010 -200-290-000-000-6277-02-	DEPT CONTRIBUTIONS	347.80
010	311	STREETS AND DRAINAGE	010 -300-309-311-000-620900-	CONTRACTUAL FEES	14,008.11
010	311	STREETS AND DRAINAGE	010 -300-309-311-000-621800-	PRIVATIZATION CONTRAC	498,370.09
010	313	PUBLIC WORKS ADMIN	010 -300-309-313-000-602500-	LIFE INSURANCE	64.00
010	313	PUBLIC WORKS ADMIN	010 -300-309-313-000-610700-	OPERATING SUPPLIES	1,279.97
010	313	PUBLIC WORKS ADMIN	010 -300-309-313-000-614000-	GASOLINE, OIL, GREASE	376.43
010	313	PUBLIC WORKS ADMIN	010 -300-309-313-000-621700-	MAINTENANCE CONTRACTS	324.17
010	313	PUBLIC WORKS ADMIN	010 -300-309-313-000-626001-	TELEPHONE	276.95
010	313	PUBLIC WORKS ADMIN	010 -300-309-313-000-626003-	WATER	39.00
010	313	PUBLIC WORKS ADMIN	010 -300-309-313-000-626004-	GAS	268.83
010	315	TRAFFIC CONTROL AND S	010 -300-309-315-000-602500-	LIFE INSURANCE	48.00
010	315	TRAFFIC CONTROL AND S	010 -300-309-315-000-610700-	OPERATING SUPPLIES	125.40
010	315	TRAFFIC CONTROL AND S	010 -300-309-315-000-614000-	GASOLINE, OIL, GREASE	477.35
010	315	TRAFFIC CONTROL AND S	010 -300-309-315-000-615500-	TRAFFIC CONTROL	3,949.50
010	315	TRAFFIC CONTROL AND S	010 -300-309-315-000-615600-	TRAFFIC SIGNAL SUPPLI	17,200.00
010	315	TRAFFIC CONTROL AND S	010 -300-309-315-000-620900-	CONTRACTUAL FEES	4,449.20
010	325	ENGINEERING	010 -300-325-000-000-602500-	LIFE INSURANCE	64.00
010	325	ENGINEERING	010 -300-325-000-000-610700-	OPERATING SUPPLIES	1,127.32
010	325	ENGINEERING	010 -300-325-000-000-625100-	STREETS AND TRAFFIC L	34,223.84
010	325	ENGINEERING	010 -300-325-000-000-626001-	TELEPHONE	44.89
010	411	LEISURE SERVICES	010 -400-407-411-000-602500-	LIFE INSURANCE	256.09
010	411	LEISURE SERVICES	010 -400-407-411-000-610100-	CLEANING AND JANITORI	1,225.28
010	411	LEISURE SERVICES	010 -400-407-411-000-610400-	OFFICE SUPPLIES	579.64

ACCOUNTS PAYABLE WARRANT REPORT

010	411	LEISURE SERVICES	010 -400-407-411-000-610600-	LANDSCAPE SUPPLIES	10,645.00
010	411	LEISURE SERVICES	010 -400-407-411-000-610700-	OPERATING SUPPLIES	3,174.09
010	411	LEISURE SERVICES	010 -400-407-411-000-611000-	BLDG MATERIALS AND SU	2,616.65
010	411	LEISURE SERVICES	010 -400-407-411-000-612200-	REPAIRS AND MAINTENAN	15,311.28
010	411	LEISURE SERVICES	010 -400-407-411-000-613100-	ATHLETIC PROGRAM SUPP	487.01
010	411	LEISURE SERVICES	010 -400-407-411-000-614000-	GASOLINE, OIL, GREASE	4,376.40
010	411	LEISURE SERVICES	010 -400-407-411-000-615300-	MEMORY TREE PROGRAM S	60.00
010	411	LEISURE SERVICES	010 -400-407-411-000-620900-	CONTRACTUAL FEES	69,030.86
010	411	LEISURE SERVICES	010 -400-407-411-000-621700-	MAINTENANCE CONTRACTS	668.02
010	411	LEISURE SERVICES	010 -400-407-411-000-626001-	TELEPHONE	1,300.22
010	411	LEISURE SERVICES	010 -400-407-411-000-626002-	ELECTRIC	1,927.38
010	411	LEISURE SERVICES	010 -400-407-411-000-626003-	WATER	11,242.53
010	411	LEISURE SERVICES	010 -400-407-411-000-626004-	GAS	589.45
010	411	LEISURE SERVICES	010 -400-407-411-000-626706-	OPERATING LEASES	5,660.51
010	411	LEISURE SERVICES	010 -400-407-411-000-626900-	TRAVEL	150.00
010	415	BUILDING MAINTENANCE	010 -100-660-415-000-6025-00-	LIFE INSURANCE	24.00
010	415	BUILDING MAINTENANCE	010 -100-660-415-000-6107-00-	OPERATING SUPPLIES	162.99
010	415	BUILDING MAINTENANCE	010 -100-660-415-000-6110-00-	BLDG MATERIALS AND SU	1,900.02
010	415	BUILDING MAINTENANCE	010 -100-660-415-000-6125-00-	UNIFORMS/PERSONAL GEA	111.64
010	415	BUILDING MAINTENANCE	010 -100-660-415-000-6140-00-	GASOLINE, OIL, GREASE	256.71
010	415	BUILDING MAINTENANCE	010 -100-660-415-000-6217-00-	MAINTENANCE CONTRACTS	146.56
010	415	BUILDING MAINTENANCE	010 -100-660-415-000-6246-01-	REPAIRS AND MAINTENAN	5,602.69
010	415	BUILDING MAINTENANCE	010 -100-660-415-000-6260-01-	TELEPHONE	525.84
010	415	BUILDING MAINTENANCE	010 -100-660-415-000-6260-03-	WATER	86.98
010	611	PLANNING AND ZONING	010 -600-611-611-000-602500-	LIFE INSURANCE	168.00
010	611	PLANNING AND ZONING	010 -600-611-611-000-610400-	OFFICE SUPPLIES	371.87
010	611	PLANNING AND ZONING	010 -600-611-611-000-614000-	GASOLINE, OIL, GREASE	156.13
010	611	PLANNING AND ZONING	010 -600-611-611-000-620900-	CONTRACTUAL FEES	920.00
010	611	PLANNING AND ZONING	010 -600-611-611-000-621700-	MAINTENANCE CONTRACTS	1,055.69
010	611	PLANNING AND ZONING	010 -600-611-611-000-622100-	PROFESSIONAL FEES	180.00
010	611	PLANNING AND ZONING	010 -600-611-611-000-626001-	TELEPHONE	673.26
010	611	PLANNING AND ZONING	010 -600-611-611-000-626100-	ADVERTISING	93.78
				FUND TOTAL	**1,093,117.53**
030	101	GENERAL GOVERNMENT	030 -100-101-101-000-6401-00-Z8588	CAP PRJ - CONSTRUCTIO	102,314.05
030	101	GENERAL GOVERNMENT	030 -100-101-101-000-6401-00-Z8593	CAP PRJ - CONSTRUCTIO	54,336.79
030	101	GENERAL GOVERNMENT	030 -100-101-101-000-6402-00-Z8587	CAP PRJ - ENGINEERING	2,130.45
030	101	GENERAL GOVERNMENT	030 -100-101-101-000-6402-00-Z8588	CAP PRJ - ENGINEERING	6,427.92
030	101	GENERAL GOVERNMENT	030 -100-101-101-000-6402-00-Z8593	CAP PRJ - ENGINEERING	909.65
				FUND TOTAL	**166,118.86**
100	345	CAPITAL PROJECTS - RE	100 -300-345-000-010-6402-00-23030	Engineering	3,000.00
100	346	CAPITAL PROJECT - NON	100 -300-346-346-010-630100-25029	CAPITAL OUTLAY	1,515.24

ACCOUNTS PAYABLE WARRANT REPORT

				FUND TOTAL	**4,515.24**
103	361	WATER SEWER CAP PROJ	103 -920-361-100-010-6402-00-24030	Engineering	32,088.75
				FUND TOTAL	**32,088.75**
105	362	CAP PROJ ARPA REIMBUR	105 -920-362-100-010-6401-00-24023	Construction	627,457.89
105	362	CAP PROJ ARPA REIMBUR	105 -920-362-100-010-6401-00-24024	Construction	1,277,786.51
105	362	CAP PROJ ARPA REIMBUR	105 -920-362-100-010-6402-00-24020	Engineering	1,680.58
105	363	CAP PROJ ARPA NONREIM	105 -920-363-100-010-6401-00-24023	Construction	627,457.89
105	363	CAP PROJ ARPA NONREIM	105 -920-363-100-010-6401-00-24024	Construction	1,277,786.54
105	363	CAP PROJ ARPA NONREIM	105 -920-363-100-010-6402-00-24020	Engineering	4,142.11
105	363	CAP PROJ ARPA NONREIM	105 -920-363-100-010-6402-00-24023	Engineering	41,250.00
105	363	CAP PROJ ARPA NONREIM	105 -920-363-100-010-6402-00-24024	Engineering	108,750.00
				FUND TOTAL	**3,966,311.52**
107	367	MIMA CAPITAL PROJECTS	107 -920-365-000-010-6401-00-22005	CAP PRJ - CONSTRUCTIO	208,565.21
107	367	MIMA CAPITAL PROJECTS	107 -920-365-000-010-6401-00-22009	CAP PRJ - CONSTRUCTIO	52,923.23
				FUND TOTAL	**261,488.44**
109	366	CAP PROJ MIMA RCPT RE	109 -920-366-100-010-6401-00-02804	Construction	153,420.41
109	368	CAP PRJ MIMA RCPT NON	109 -920-367-100-010-6401-00-02804	Construction	29,702.54
109	368	CAP PRJ MIMA RCPT NON	109 -920-367-100-010-6402-00-25004	Engineering	4,333.00
				FUND TOTAL	**187,455.95**
300	701	DEBT SERVICE	300 -700-701-000-000-650700-	AGENCY FEES	1,226.59
				FUND TOTAL	**1,226.59**
400	811	UTILITY BILLING	400 -800-811-000-000-602500-	LIFE INSURANCE	152.00
400	811	UTILITY BILLING	400 -800-811-000-000-610400-	OFFICE SUPPLIES	108.06
400	811	UTILITY BILLING	400 -800-811-000-000-614000-	GASOLINE, OIL, GREASE	33.19
400	811	UTILITY BILLING	400 -800-811-000-000-620900-	CONTRACTUAL FEES	837.50
400	811	UTILITY BILLING	400 -800-811-000-000-621700-	MAINTENANCE CONTRACTS	939.60
400	811	UTILITY BILLING	400 -800-811-000-000-626001-	TELEPHONE	1,400.27
400	811	UTILITY BILLING	400 -800-811-000-000-626500-	PRINTING AND BINDING	2,384.00
400	811	UTILITY BILLING	400 -800-811-000-000-626900-	TRAVEL	919.17
400	811	UTILITY BILLING	400 -800-811-000-000-627900-	MISC SERVICES AND CHA	100.00
400	815	WATER OPERATIONS	400 -800-815-000-000-610700-	OPERATING SUPPLIES	3,522.50
400	815	WATER OPERATIONS	400 -800-815-000-000-614000-	GASOLINE, OIL, GREASE	47.80
400	815	WATER OPERATIONS	400 -800-815-000-000-616700-	WATERLINE SUPPLIES	14,481.60

ACCOUNTS PAYABLE WARRANT REPORT

400	815	WATER OPERATIONS	400 -800-815-000-000-617000-	WATER METERS	96,055.00
400	815	WATER OPERATIONS	400 -800-815-000-000-620900-	CONTRACTUAL FEES	38,871.26
400	815	WATER OPERATIONS	400 -800-815-000-000-621700-	MAINTENANCE CONTRACTS	495.75
400	815	WATER OPERATIONS	400 -800-815-000-000-621800-	PRIVATIZATION CONTRAC	297,299.92
400	815	WATER OPERATIONS	400 -800-815-000-000-626001-	TELEPHONE	83.37
400	815	WATER OPERATIONS	400 -800-815-000-000-626002-	ELECTRIC	3,796.34
400	815	WATER OPERATIONS	400 -800-815-000-000-626003-	WATER	244.60
400	815	WATER OPERATIONS	400 -800-815-000-000-626004-	GAS	46.86
400	815	WATER OPERATIONS	400 -800-815-000-000-626700-	RENTAL	84.97
400	815	WATER OPERATIONS	400 -800-815-000-000-627200-	TRASH PICK-UP	3,987.57
400	825	SEWER OPERATIONS	400 -800-825-000-000-602500-	LIFE INSURANCE	8.00
400	825	SEWER OPERATIONS	400 -800-825-000-000-610700-	OPERATING SUPPLIES	143.00
400	825	SEWER OPERATIONS	400 -800-825-000-000-615800-	LIFT STATION SUPPLIES	6,567.49
400	825	SEWER OPERATIONS	400 -800-825-000-000-616100-	SEWERLINE SUPPLIES	4,470.00
400	825	SEWER OPERATIONS	400 -800-825-000-000-620900-	CONTRACTUAL FEES	127,222.28
400	825	SEWER OPERATIONS	400 -800-825-000-000-621800-	PRIVATIZATION CONTRAC	297,299.92
400	825	SEWER OPERATIONS	400 -800-825-000-000-626001-	TELEPHONE	63.84
400	825	SEWER OPERATIONS	400 -800-825-000-000-626002-	ELECTRIC	1,816.11
400	825	SEWER OPERATIONS	400 -800-825-000-000-630100-	CAPITAL OUTLAY	6,250.00
400	835	DEBT SERVICE WATER AN	400 -800-835-000-000-650700-	AGENCY FEES	1,073.41
				FUND TOTAL	**910,805.38**
405	850	Solid Waste Expenditu	405 -850-850-000-000-620912-	CONTRACTUAL - DEBRIS	172,274.63
405	850	Solid Waste Expenditu	405 -850-850-000-000-627100-	SOLID WASTE DISPOSAL	3,364.37
				FUND TOTAL	**175,639.00**
420	445	JOSEPH T JONES	420 -400-445-000-000-602500-	LIFE INSURANCE	69.37
420	445	JOSEPH T JONES	420 -400-445-000-000-610100-	CLEANING AND JANITORI	596.92
420	445	JOSEPH T JONES	420 -400-445-000-000-610400-	OFFICE SUPPLIES	122.70
420	445	JOSEPH T JONES	420 -400-445-000-000-610700-	OPERATING SUPPLIES	836.80
420	445	JOSEPH T JONES	420 -400-445-000-000-612200-	REPAIRS AND MAINTENAN	250.81
420	445	JOSEPH T JONES	420 -400-445-000-000-614000-	GASOLINE, OIL, GREASE	101.94
420	445	JOSEPH T JONES	420 -400-445-000-000-614100-	FUEL FOR RETAIL	10,015.12
420	445	JOSEPH T JONES	420 -400-445-000-000-614110-	GOODS FOR RETAIL	170.68
420	445	JOSEPH T JONES	420 -400-445-000-000-620900-	CONTRACTUAL FEES	1,878.92
420	445	JOSEPH T JONES	420 -400-445-000-000-621700-	MAINTENANCE CONTRACTS	117.76
420	445	JOSEPH T JONES	420 -400-445-000-000-624500-	TAXES AND LICENSES	12.00
420	445	JOSEPH T JONES	420 -400-445-000-000-626001-	TELEPHONE	295.86
420	445	JOSEPH T JONES	420 -400-445-000-000-626002-	ELECTRIC	14,476.40
420	445	JOSEPH T JONES	420 -400-445-000-000-626003-	WATER	1,154.62
				FUND TOTAL	**30,099.90**

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430	447	HARBOR LIGHTS EXPENDI	430 -400-447-000-000-610100-	CLEANING AND JANITORI	37.69
430	447	HARBOR LIGHTS EXPENDI	430 -400-447-000-000-610400-	OFFICE SUPPLIES	265.42
430	447	HARBOR LIGHTS EXPENDI	430 -400-447-000-000-610700-	OPER SUPPLIES/NONCAPI	14,803.48
430	447	HARBOR LIGHTS EXPENDI	430 -400-447-000-000-611000-	BLDG MATERIALS AND SU	13,302.25
430	447	HARBOR LIGHTS EXPENDI	430 -400-447-000-000-614000-	GASOLINE, OIL, GREASE	830.26
430	447	HARBOR LIGHTS EXPENDI	430 -400-447-000-000-614110-	ITEMS FOR RESALE	23,650.09
430	447	HARBOR LIGHTS EXPENDI	430 -400-447-000-000-620900-	CONTRACTUAL FEES	260.20
430	447	HARBOR LIGHTS EXPENDI	430 -400-447-000-000-620951-	HL CS - ELECTRICAL	18,500.00
430	447	HARBOR LIGHTS EXPENDI	430 -400-447-000-000-620954-	HL CS - SECURITY	12,806.25
430	447	HARBOR LIGHTS EXPENDI	430 -400-447-000-000-620955-	HL CS - RIDES AND VEN	41,000.00
430	447	HARBOR LIGHTS EXPENDI	430 -400-447-000-000-620956-	HL CS - SOUND	20,000.00
430	447	HARBOR LIGHTS EXPENDI	430 -400-447-000-000-620958-	HL CS - CONSTRUCTION	16,087.00
430	447	HARBOR LIGHTS EXPENDI	430 -400-447-000-000-620960-	HL CS - SETUP CONTRAC	73,800.00
430	447	HARBOR LIGHTS EXPENDI	430 -400-447-000-000-624200-	BANK FEES	27.95
430	447	HARBOR LIGHTS EXPENDI	430 -400-447-000-000-626100-	ADVERTISING	3,632.00
				FUND TOTAL	**239,002.59**
500	911	GROUP HEALTH AND LIFE	500 -900-911-000-000-7741-00-	ADMINISTRATIVE FEE	315.00
				FUND TOTAL	**315.00**
510	915	WORKERS COMPENSATION	510 -900-915-000-000-6221-01-	PROFESSIONAL FEES - C	21,648.90
510	917	GEN LIAB AND PROP CAS	510 -900-917-000-010-6293-00-	INSURANCE PREMIUMS	6,304.00
				FUND TOTAL	**27,952.90**
				WARRANT SUMMARY TOTAL	**7,096,137.65**
				GRAND TOTAL	**7,096,137.65**

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VOUCHER	VENDOR		DOCUMENT	PO	TYPE	DUE DATE	AMOUNT	COMMENT
619326	40428	MOONSHOT RECREATION, LLC	411006	260485	EFT	12/17/2025	6,000.00	PLAYGROUND MULCH
619327	382	PHILLIPS BUILDING SUPPLY	411007	260598	EFT	12/17/2025	297.90	LAUAN
619328	43845	ARCHANGEL DEVICE LLC	411008	260566	EFT	12/17/2025	659.94	CLIP MOUNTED SAFETY L
619329	6528	FLEETCOR	411009		EFT	12/17/2025	93.07	VEHICLE FUEL
619330	380	LOWES ACCTS RECEIVABLE PR	411010	260200	INV	12/17/2025	75.96	FIBERGLASS DOOR
619331	6528	FLEETCOR	411011		EFT	12/17/2025	236.40	FUELMAN ACC 2803180
619332	449	SAMS CLUB DIRECT	411012		INV	12/17/2025	122.88	CHAFING FUEL
619333	527	HOWARDS PAINT & DECORATIN	411013	260363	EFT	12/17/2025	1,033.75	PAINT FOR CITY HALL
619336	39487	THE LINCOLN NATIONAL LIFE	411016		EFT	12/17/2025	4,205.64	DECEMBER 2025 LIFE &
619337	380	LOWES ACCTS RECEIVABLE PR	411017		INV	12/17/2025	86.78	HL - HANGING SUPPIES
619338	610	SUNBELT FIRE INC	411018	260022	EFT	12/17/2025	359.98	BLANKET PO FY26
619340	610	SUNBELT FIRE INC	411020		EFT	12/17/2025	55.99	VEHICLE PARTS
619341	261	ISCO METALS & SUPPLY	411021	260572	EFT	12/17/2025	618.00	STATION 9 ALUMINUM ME
619343	39641	GLOBE MANUFACTURING LLC	411022		EFT	12/17/2025	105.54	FIRE PROTECTIVE GEAR
619344	6528	FLEETCOR	411024		EFT	12/17/2025	132.59	FUEL
619345	380	LOWES ACCTS RECEIVABLE PR	411025	260015	INV	12/17/2025	131.08	BLDG MATERIAL AND SUP
619346	380	LOWES ACCTS RECEIVABLE PR	411026	260015	INV	12/17/2025	100.58	BLDG MATERIAL AND SUP
619347	380	LOWES ACCTS RECEIVABLE PR	411027	260015	INV	12/17/2025	75.88	BLDG MATERIAL AND SUP
619348	380	LOWES ACCTS RECEIVABLE PR	411028	260015	INV	12/17/2025	17.65	BLDG MATERIAL AND SUP
619349	527	HOWARDS PAINT & DECORATIN	411029	260562	EFT	12/17/2025	52.06	PAINT FOR 19TH ST CC
619350	380	LOWES ACCTS RECEIVABLE PR	411030	260027	INV	12/17/2025	89.24	BLANKET PO / SUPPLIES
619351	42832	CORE GROUP GULFPORT	411031		EFT	12/17/2025	475.00	FIRE STATION 11 ENGIN
619352	17203	SYMBOL ARTS LLC	411032	260136	INV	12/17/2025	4,000.50	FIRE DEPARTMENT CHALL
619353	323	NORTH AMERICA FIRE EQUIPM	411033	260560	INV	12/17/2025	1,079.29	FIRE HOSE COUPLING RE
619354	6528	FLEETCOR	411034		EFT	12/17/2025	116.89	FUEL ACC 126549
619355	166	CINTAS CORP 240	411035		EFT	12/17/2025	320.21	FIRST AID SUPPLIES
619356	329	GULF COAST BUSINESS SUPPL	411036	260553	EFT	12/17/2025	485.56	BATHROOM SUPPLIES AND
619359	43749	PS WHOLESALE FLOORS, LLC	411039	260207	INV	12/17/2025	1,043.83	BUILDING REPAIRS
619360	43749	PS WHOLESALE FLOORS, LLC	411040	260207	INV	12/17/2025	1,572.82	BUILDING REPAIRS
619361	380	LOWES ACCTS RECEIVABLE PR	411041	260588	INV	12/17/2025	203.81	REPAIRS TO PARKS
619363	380	LOWES ACCTS RECEIVABLE PR	411042		INV	12/17/2025	45.58	SMARTSTRAPS
619364	380	LOWES ACCTS RECEIVABLE PR	411043		CRM	12/17/2025	-45.58	SMARTSTRAPS
619365	43077	MURRAYS NURSERY LLC	411044	260594	INV	12/17/2025	4,645.00	BEDS 15TH ST HWY 90 J
619367	40182	WASTE PRO OF MISSISSIPPI	411046		EFT	12/17/2025	1,110.00	ACC 52252 - ARMORY
619369	6528	FLEETCOR	411047		EFT	12/17/2025	9,596.18	FUEL
619370	36346	LAWMENS AND SHOOTERS SUPP	411048	260042	EFT	12/17/2025	3,262.78	BLANKET PO / CUSTOM B
619512	380	LOWES ACCTS RECEIVABLE PR	411190	260613	INV	12/17/2025	341.92	LANTERNS & CLEANING S
619513	42355	ASCEND LEARNING HOLDINGS,	411191	260597	INV	12/17/2025	2,938.99	FIRE FIGHTER TRAINING
619514	610	SUNBELT FIRE INC	411192	260332	EFT	12/17/2025	448.02	FIRE HOSE REPAIR PART
619515	43850	KODEX INC	411193		EFT	12/17/2025	245.00	SUBPOENA OF RECORDS

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VOUCHER	VENDOR		DOCUMENT	PO	TYPE	DUE DATE	AMOUNT	COMMENT
619518	380	LOWES ACCTS RECEIVABLE PR	411196	260600	INV	12/17/2025	575.00	PRESENT TRIM
619519	42875	ALLISTONS LLC	411197	260322	EFT	12/17/2025	16,113.90	RESALE SHIRTS
619521	380	LOWES ACCTS RECEIVABLE PR	411199	260008	INV	12/17/2025	23.26	BLANKET PO FY26
619522	380	LOWES ACCTS RECEIVABLE PR	411200		INV	12/17/2025	144.36	STATION 9 HIGH GLOSE
619523	3220	GREEN FOREST NURSERY INC	411201	260555	INV	12/17/2025	60.00	MEMORIAL TREE FOR JOY
619526	40691	MAULDIN & JENKINS LLC	411205		EFT	12/17/2025	43,775.00	FINAL - FYE 2024 AUDI
619527	41783	IMAGEN BRANDS	411204	260340	INV	12/17/2025	6,132.19	REINDEER AND CRAB STU
619528	40691	MAULDIN & JENKINS LLC	411206		EFT	12/17/2025	8,000.00	SINGLE AUDIT FYE 2024
619530	42266	SIJ HOLDINGS, LLC	411208	260053	EFT	12/17/2025	55.43	NEWSPAPER AND PUBLICA
619531	42266	SIJ HOLDINGS, LLC	411209	260053	EFT	12/17/2025	38.35	NEWSPAPER AND PUBLICA
619533	25935	ADVANCED AUTO PARTS	411211	260458	INV	12/17/2025	2,800.00	TRANSMISSION
619534	25935	ADVANCED AUTO PARTS	411212	260490	INV	12/17/2025	72.28	BLANKET PO / VEHICLE
619535	25935	ADVANCED AUTO PARTS	411213	260490	INV	12/17/2025	76.62	BLANKET PO / VEHICLE
619536	25935	ADVANCED AUTO PARTS	411214	260490	INV	12/17/2025	19.98	BLANKET PO / VEHICLE
619537	25935	ADVANCED AUTO PARTS	411215	260490	INV	12/17/2025	61.03	BLANKET PO / VEHICLE
619538	25935	ADVANCED AUTO PARTS	411216	260490	INV	12/17/2025	71.93	BLANKET PO / VEHICLE
619539	25935	ADVANCED AUTO PARTS	411217	260490	INV	12/17/2025	50.00	BLANKET PO / VEHICLE
619540	25935	ADVANCED AUTO PARTS	411218	260490	INV	12/17/2025	150.34	BLANKET PO / VEHICLE
619541	25935	ADVANCED AUTO PARTS	411219	260490	INV	12/17/2025	96.43	BLANKET PO / VEHICLE
619542	25935	ADVANCED AUTO PARTS	411220	260490	INV	12/17/2025	240.00	BLANKET PO / VEHICLE
619543	5078	AUTO ZONE INC	411221	260368	INV	12/17/2025	329.98	BLANKET PO / VEHICLE
619544	5078	AUTO ZONE INC	411222	260368	INV	12/17/2025	121.45	BLANKET PO / VEHICLE
619545	380	LOWES ACCTS RECEIVABLE PR	411223	260027	INV	12/17/2025	42.70	BLANKET PO / SUPPLIES
619546	43022	JAAF LLC	411224	260493	EFT	12/17/2025	249.26	BLANKET PO FOR MOTOR
619547	42260	MANDAL AUTOMOTIVE OF DIBE	411225	260043	INV	12/17/2025	127.89	BLANKET PO / VEHICLE
619548	389	OREILLY AUTO PARTS	411226	260367	EFT	12/17/2025	254.98	BLANKET PO / VEHICLE
619549	389	OREILLY AUTO PARTS	411227	260367	EFT	12/17/2025	10.60	BLANKET PO / VEHICLE
619550	389	OREILLY AUTO PARTS	411228	260367	EFT	12/17/2025	233.78	BLANKET PO / VEHICLE
619551	389	OREILLY AUTO PARTS	411229	260367	EFT	12/17/2025	-254.98	BLANKET PO / VEHICLE
619552	389	OREILLY AUTO PARTS	411230	260367	EFT	12/17/2025	194.22	BLANKET PO / VEHICLE
619553	389	OREILLY AUTO PARTS	411231	260367	EFT	12/17/2025	114.55	BLANKET PO / VEHICLE
619557	31913	MULTI SERVICE TECHNOLOGY	411233	260543	INV	12/17/2025	179.99	CAMERA MONITOR
619559	40	ALL PHASE ELECTRIC SUPPLY	411234	260525	EFT	12/17/2025	63.28	LARGE ORNAMENT RESTRI
619562	166	CINTAS CORP 240	411237		EFT	12/17/2025	57.49	CARPET CLEANING
619563	39312	AT&T MOBILITY II LLC	411238		INV	12/17/2025	9,683.41	CELL PHONES AND CRADL
619564	5534	M J DONOVAN ENTERPRISES	411239	260488	EFT	12/17/2025	1,480.24	VEHICLE GRAPHICS
619565	301	JOHNSON DIESEL INC	411240	260628	INV	12/17/2025	1,221.64	VEHICLE MAINTENANCE /
619566	301	JOHNSON DIESEL INC	411241	260636	INV	12/17/2025	1,290.21	TRUCK 3 MAINTENANCE /
619567	850	ROCKING C TRUCK AND TRAIL	411242	260629	EFT	12/17/2025	10,362.47	VEHICLE MAINTENANCE /
619568	1961	COVINGTON FLOORING CO INC	411243	260337	INV	12/17/2025	3,342.00	GYM FLOOR CLEANING

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VOUCHER	VENDOR		DOCUMENT	PO	TYPE	DUE DATE	AMOUNT	COMMENT
619569	1961	COVINGTON FLOORING CO INC	411244	260418	INV	12/17/2025	5,091.00	GYM FLOOR CLEANING
619570	5086	DOLEAC ELECTRIC CO INC	411245	260527	INV	12/17/2025	1,158.00	SCORE BOARD AT GASTON
619572	548	HUMANE SOCIETY OF S MS IN	411246		EFT	12/17/2025	32,504.03	ANIMAL INTAKE OVERAGE
619573	384	GALLS LLC	411247	260172	EFT	12/17/2025	203.03	SWAT UNIFORMS / EQUIP
619574	380	LOWES ACCTS RECEIVABLE PR	411248	260027	INV	12/17/2025	213.75	BLANKET PO / SUPPLIES
619575	380	LOWES ACCTS RECEIVABLE PR	411249	260027	CRM	12/17/2025	-213.75	BLANKET PO / SUPPLIES
619576	380	LOWES ACCTS RECEIVABLE PR	411250	260027	INV	12/17/2025	213.75	BLANKET PO / SUPPLIES
619578	380	LOWES ACCTS RECEIVABLE PR	411251	260027	CRM	12/17/2025	-213.75	BLANKET PO / SUPPLIES
619580	42524	STONE COUNTY BOARD OF SUP	411252		INV	12/17/2025	2,575.00	STONE COUNTY PRISONER
619581	43151	JHS ENTERPRISES INC	411253	260607	EFT	12/17/2025	104.00	CARD STOCK / ENVELOPE
619582	380	LOWES ACCTS RECEIVABLE PR	411254	260015	INV	12/17/2025	71.95	BLDG MATERIAL AND SUP
619583	2066	HAVARD PEST CONTROL	411255		EFT	12/17/2025	40.00	PEST CONTROL
619586	380	LOWES ACCTS RECEIVABLE PR	411258	260008	INV	12/17/2025	232.52	BLANKET PO FY26
619588	610	SUNBELT FIRE INC	411260	260022	EFT	12/17/2025	74.59	BLANKET PO FY26
619589	389	OREILLY AUTO PARTS	411261	260006	EFT	12/17/2025	33.72	BLANKET PO FY26
619592	43364	COASTAL PRINTS LLC	411263	260450	EFT	12/17/2025	343.59	UNIFORM SHIRTS/EQUIPM
619593	43663	TASK FORCE PROTECTION SER	411264	260103	EFT	12/17/2025	5,214.00	SECURITY HARBOR LIGHT
619594	36679	DIANA PUNZO	411265	260414	EFT	12/17/2025	180.00	SIGNAGE
619595	15812	SORG PRINTING LLC	411266	260592	EFT	12/17/2025	487.01	BIG LEAGUE YOUTH BASE
619597	24702	WEAVER ELECTRIC INC	411268	260473	EFT	12/17/2025	10,523.39	ELECTRICAL REPAIR
619598	43151	JHS ENTERPRISES INC	411269	260325	EFT	12/17/2025	429.00	BUSINESS CARDS
619601	9995	STEVIE BUSH	411272		INV	12/17/2025	100.00	LYMAN CC REFUND
619602	9995	ANN KRANZ	411273		INV	12/17/2025	100.00	HANDSBORO CC REFUND
619603	610	SUNBELT FIRE INC	411274	260590	EFT	12/17/2025	1,737.99	VEHICLE REPAIR PARTS
619604	610	SUNBELT FIRE INC	411275	260639	EFT	12/17/2025	2,066.68	VEHICLE MAINTENANCE /
619606	610	SUNBELT FIRE INC	411277	260639	EFT	12/17/2025	2,064.68	VEHICLE MAINTENANCE /
619612	9995	TERRY GALLION (TERRY GALL	411281		INV	12/17/2025	30.00	PEE WEE BASKETBALL RE
619614	548	HUMANE SOCIETY OF S MS IN	411282		EFT	12/17/2025	17,936.20	ANIMAL CONTROL - DEC
619615	1140	INTERNATIONAL ASSOCIATION	411283		INV	12/17/2025	220.00	MEMBERSHIP DUES -IACP
619616	43463	GULF WINDS TITLE INC	411284		INV	12/17/2025	367.50	TITLE SEARCH
619617	42612	USIQ INC	411285	260475	EFT	12/17/2025	9,395.00	MOLLE DUTY EQUIPMENT
619618	38002	TAPPER SECURITY INC	411286		EFT	12/17/2025	119.97	ALARM MONITORING SERV
619620	380	LOWES ACCTS RECEIVABLE PR	411288	260027	INV	12/17/2025	256.78	BLANKET PO / SUPPLIES
619621	380	LOWES ACCTS RECEIVABLE PR	411289	260027	INV	12/17/2025	109.65	BLANKET PO / SUPPLIES
619622	6528	FLEETCOR	411290		EFT	12/17/2025	2,282.38	FUELMAN NP69516424 11
619623	43520	CFF LLC	411291		EFT	12/17/2025	1,125.00	BOND RATING MIMA REPO
619624	42266	SIJ HOLDINGS, LLC	411292	260000	EFT	12/17/2025	101.63	ADVERTISING LEGAL ADS
619625	20674	BONDS SERVICES, INC	411293		EFT	12/17/2025	9,025.00	JANITORIAL SERVICES
619628	94046	DENIS DAVIDSON	411294		INV	12/17/2025	25.00	EMT NATIONAL REGISTRY
619629	94046	DENIS DAVIDSON	411295		INV	12/17/2025	40.00	EMS PROVIDER CERTIFIC

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VOUCHER	VENDOR		DOCUMENT	PO	TYPE	DUE DATE	AMOUNT	COMMENT
619630	36515	MCDANIELS GENERAL MERCHAN	411296	260009	EFT	12/17/2025	127.98	BLANKET PO FY26
619631	380	LOWES ACCTS RECEIVABLE PR	411297	260008	INV	12/17/2025	80.67	BLANKET PO FY26
619632	389	OREILLY AUTO PARTS	411298	260006	EFT	12/17/2025	14.99	BLANKET PO FY26
619633	389	OREILLY AUTO PARTS	411299	260006	EFT	12/17/2025	25.87	BLANKET PO FY26
619634	389	OREILLY AUTO PARTS	411300	260006	EFT	12/17/2025	36.28	BLANKET PO FY26
619635	389	OREILLY AUTO PARTS	411301	260006	EFT	12/17/2025	37.39	BLANKET PO FY26
619637	43506	SAFE HAVEN BABY BOXES	411302		INV	12/17/2025	500.00	STATION 9 SAFE HAVEN
619638	21657	MISSISSIPPI SELECT HEALTH	411303		EFT	12/17/2025	315.00	DECEMBER 2025 FSA
619639	32613	WILLIAMS DISTRIBUTING LLC	411304		EFT	12/17/2025	728.00	VEHICLE CLEANING MATE
619640	23654	TEC OF JACKSON INC	411306		EFT	12/17/2025	284.81	030818
619641	380	LOWES ACCTS RECEIVABLE PR	411305	260646	INV	12/17/2025	28.00	OPEN PO FOR LAST MINU
619642	329	GULF COAST BUSINESS SUPPL	411307	260601	EFT	12/17/2025	67.62	NOTARY STAMPS AND OFF
619643	41100	GUARDIAN ALLIANCE TECHNOL	411308	260050	EFT	12/17/2025	100.00	BACKGROUND CHECK / SE
619644	380	LOWES ACCTS RECEIVABLE PR	411309	260646	INV	12/17/2025	613.42	OPEN PO FOR LAST MINU
619645	380	LOWES ACCTS RECEIVABLE PR	411310	260646	INV	12/17/2025	152.18	OPEN PO FOR LAST MINU
619646	380	LOWES ACCTS RECEIVABLE PR	411311	260646	INV	12/17/2025	94.96	OPEN PO FOR LAST MINU
619647	40826	TYREE A DAVIS	411312	260221	EFT	12/17/2025	10,800.00	RANDOM HARBOR LIGHTS
619648	380	LOWES ACCTS RECEIVABLE PR	411313	260015	INV	12/17/2025	12.33	BLDG MATERIAL AND SUP
619649	43643	DELTA UTILITIES AGGREGATO	411314		INV	12/17/2025	234.53	FIRE STA 6 3204895-1
619650	307	NECAISE LOCKSMITH SERVICE	411315	260591	EFT	12/17/2025	246.00	REKEY LOCKS AT ARMORY
619653	24702	WEAVER ELECTRIC INC	411317	260243	EFT	12/17/2025	18,170.00	ELECTRICAL WORK - 202
619655	527	HOWARDS PAINT & DECORATIN	411319	260596	EFT	12/17/2025	2,409.01	FIRE HYDRANTS TESTING
619656	530	HOWARD SMITH EQUIPMENT	411320	260148	EFT	12/17/2025	177.71	BLANKET PO FY26
619657	41972	TIMOTHY WESTBROOK	411321	260373	EFT	12/17/2025	300.00	LOT CLEAN-UP
619658	33797	TRANSUNION RISK AND ALTER	411322		INV	12/17/2025	910.00	SUBSCRIPTION
619659	380	LOWES ACCTS RECEIVABLE PR	411323	260027	INV	12/17/2025	54.11	BLANKET PO / SUPPLIES
619660	15682	RAYCOM MEDIA CORP	411324		INV	12/17/2025	2,520.00	JOB ADVERTISEMENT
619661	15682	RAYCOM MEDIA CORP	411325		INV	12/17/2025	375.00	JOB ADVERTISEMENT
619662	15682	RAYCOM MEDIA CORP	411326		INV	12/17/2025	105.00	JOB ADVERTISEMENT
619663	6528	FLEETCOR	411327		EFT	12/17/2025	28.61	FUELMAN IT
619664	42661	H&S CONSTRUCTION	411328	260098	EFT	12/17/2025	18,000.00	HARBOR LIGHTS INSTALL
619666	42661	H&S CONSTRUCTION	411330	260138	EFT	12/17/2025	40,000.00	RGB TREES, ARCHES, AN
619667	6528	FLEETCOR	411331		EFT	12/17/2025	198.78	ACC 2803180
619668	6528	FLEETCOR	411332		EFT	12/17/2025	2,284.11	FUELMAN NP69548185 11
619669	6528	FLEETCOR	411334		EFT	12/17/2025	63.06	VEHICLE FUEL
619670	6528	FLEETCOR	411333		EFT	12/17/2025	311.30	ACC 126549
619671	553	SOUTH MS BUSINESS MACHINE	411335		EFT	12/17/2025	140.00	URBAN DEVELOPMENT
619672	553	SOUTH MS BUSINESS MACHINE	411336		EFT	12/17/2025	50.22	LEASE 8
619673	553	SOUTH MS BUSINESS MACHINE	411337		EFT	12/17/2025	117.77	LEASE 10
619674	553	SOUTH MS BUSINESS MACHINE	411338		EFT	12/17/2025	117.76	LEASE 10

CITY OF GULFPORT

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VOUCHER	VENDOR		DOCUMENT	PO	TYPE	DUE DATE	AMOUNT	COMMENT
619675	553	SOUTH MS BUSINESS MACHINE	411339		EFT	12/17/2025	239.54	LEASE 10
619676	553	SOUTH MS BUSINESS MACHINE	411340		EFT	12/17/2025	439.98	LEASE 10
619677	553	SOUTH MS BUSINESS MACHINE	411341		EFT	12/17/2025	226.39	LEASE 10
619678	553	SOUTH MS BUSINESS MACHINE	411342		EFT	12/17/2025	138.64	LEASE 10
619679	553	SOUTH MS BUSINESS MACHINE	411343		EFT	12/17/2025	1,840.92	LEASE 10
619680	553	SOUTH MS BUSINESS MACHINE	411344		EFT	12/17/2025	270.14	LEASE 10
619681	553	SOUTH MS BUSINESS MACHINE	411345		EFT	12/17/2025	324.17	LEASE 10
619682	553	SOUTH MS BUSINESS MACHINE	411346		EFT	12/17/2025	644.52	LEASE 10
619683	553	SOUTH MS BUSINESS MACHINE	411347		EFT	12/17/2025	197.59	LEASE 10
619684	553	SOUTH MS BUSINESS MACHINE	411348		EFT	12/17/2025	364.72	LEASE 11
619685	553	SOUTH MS BUSINESS MACHINE	411349		EFT	12/17/2025	146.56	LEASE 12
619686	553	SOUTH MS BUSINESS MACHINE	411350		EFT	12/17/2025	201.26	LEASE 12
619687	553	SOUTH MS BUSINESS MACHINE	411351		EFT	12/17/2025	293.46	LEASE 13
619688	553	SOUTH MS BUSINESS MACHINE	411352		EFT	12/17/2025	225.61	LEASE 14
619689	553	SOUTH MS BUSINESS MACHINE	411353		EFT	12/17/2025	75.36	LEASE 16
619690	553	SOUTH MS BUSINESS MACHINE	411354		EFT	12/17/2025	75.36	LEASE 16
619691	553	SOUTH MS BUSINESS MACHINE	411355		EFT	12/17/2025	324.58	LEASE 17
619692	553	SOUTH MS BUSINESS MACHINE	411356		EFT	12/17/2025	499.62	LEASE 17
619693	553	SOUTH MS BUSINESS MACHINE	411357		EFT	12/17/2025	394.77	LEASE 17
619694	553	SOUTH MS BUSINESS MACHINE	411358		EFT	12/17/2025	394.07	LEASE 17
619695	553	SOUTH MS BUSINESS MACHINE	411359		EFT	12/17/2025	192.22	LEASE 17
619696	553	SOUTH MS BUSINESS MACHINE	411360		EFT	12/17/2025	193.71	LEASE 17
619697	553	SOUTH MS BUSINESS MACHINE	411361		EFT	12/17/2025	213.05	LEASE 17
619698	553	SOUTH MS BUSINESS MACHINE	411362		EFT	12/17/2025	197.49	LEASE 17
619699	553	SOUTH MS BUSINESS MACHINE	411363		EFT	12/17/2025	255.20	LEASE 17
619700	553	SOUTH MS BUSINESS MACHINE	411364		EFT	12/17/2025	155.48	LEASE 18
619701	6528	FLEETCOR	411365		EFT	12/17/2025	3,719.59	ACC 2094688
619702	6528	FLEETCOR	411366		EFT	12/17/2025	68.70	ACC 126553
619703	220	NORMA JEAN SOROE	411367	260052	EFT	12/17/2025	180.00	ALL TRANSCRIPTS FROM
619704	42810	BECKWORKS LLC	411368	260570	EFT	12/17/2025	16,087.00	CONSTRUCTION SERVICES
619705	41972	TIMOTHY WESTBROOK	411369	260373	EFT	12/17/2025	800.00	LOT CLEAN-UP
619707	43	ALL SIGNS INC	411371		EFT	12/17/2025	297.07	HL SIGNS
619708	107	BLOSSMAN GAS INC	411372	260167	EFT	12/17/2025	345.00	PROPANE - 2025
619709	380	LOWES ACCTS RECEIVABLE PR	411373	260646	INV	12/17/2025	551.22	OPEN PO FOR LAST MINU
619711	1311	ALLEN BEVERAGES INC	411375		INV	12/17/2025	1,404.00	HL BEVERAGES
619712	301	JOHNSON DIESEL INC	411376	260641	INV	12/17/2025	2,588.94	VEHICLE MAINTENANCE /
619713	380	LOWES ACCTS RECEIVABLE PR	411377	260027	INV	12/17/2025	213.75	BLANKET PO / SUPPLIES
619714	6528	FLEETCOR	411378		EFT	12/17/2025	33.19	FUEL CHARGES FOR UTIL
619715	17806	FROGGYS FOG LLC	411379	260586	EFT	12/17/2025	1,749.97	SNOWFLUID
619716	34786	JONES WALKER LLP	411380		INV	12/17/2025	2,000.00	Legislative Matters f

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VOUCHER	VENDOR		DOCUMENT	PO	TYPE	DUE DATE	AMOUNT	COMMENT
619717	43147	JLE INCORPORATED	411381	260460	EFT	12/17/2025	256.00	RADIO ADVERTISMENTS
619720	43147	JLE INCORPORATED	411384	260460	EFT	12/17/2025	320.00	RADIO ADVERTISMENTS
619721	43147	JLE INCORPORATED	411385	260460	EFT	12/17/2025	192.00	RADIO ADVERTISMENTS
619722	385	MISSISSIPPI DEPT OF REVEN	411386		INV	12/17/2025	12.00	Government tag for Go
619723	43727	GEARBOX ENTERTAINMENT LLC	411387		INV	12/17/2025	850.00	CHRISTMAS TREE LIGHTI
619724	6528	FLEETCOR	411388		EFT	12/17/2025	7,541.12	FUEL
619726	41972	TIMOTHY WESTBROOK	411390	260373	EFT	12/17/2025	500.00	LOT CLEAN-UP
619727	389	OREILLY AUTO PARTS	411391	260006	EFT	12/17/2025	4.05	BLANKET PO FY26
619728	40826	TYREE A DAVIS	411392	260221	EFT	12/17/2025	5,000.00	RANDOM HARBOR LIGHTS
619729	43841	GOPHOTO LLC	411393		INV	12/17/2025	260.20	SOFTWARE LICENCSE
619730	380	LOWES ACCTS RECEIVABLE PR	411394	260613	INV	12/17/2025	170.96	LANTERNS & CLEANING S
619731	6528	FLEETCOR	411395		EFT	12/17/2025	54.62	FUEL FOR MARINA USE
619732	380	LOWES ACCTS RECEIVABLE PR	411396	260027	INV	12/17/2025	22.72	BLANKET PO / SUPPLIES
619733	380	LOWES ACCTS RECEIVABLE PR	411397	260288	INV	12/17/2025	250.81	MATERIALS AND SUPPLIE
619734	530	HOWARD SMITH EQUIPMENT	411398	260148	EFT	12/17/2025	33.62	BLANKET PO FY26
619735	377	PERFORMANCE TIRE & WHEEL	411399		EFT	12/17/2025	58.50	VALVE STEM AND EXTENS
619737	41972	TIMOTHY WESTBROOK	411401	260373	EFT	12/17/2025	1,500.00	LOT CLEAN-UP
619741	42706	GERARD THOMAS JOHNSON II	411417		EFT	12/17/2025	2,077.20	PROFESSIONAL SVCS.-VA
619742	2066	HAVARD PEST CONTROL	411404		EFT	12/17/2025	40.00	COURT'S HALF OF BILL
619743	33347	HERMINIA LEAL	411405		EFT	12/17/2025	100.00	SPANISH INTERPRETER -
619744	42600	CARR, ALLISON, OLIVER & S	411406		INV	12/17/2025	200.00	CONFLICT PUBLIC DEFEN
619745	1724	MS STATE TREASURER	411407		INV	12/17/2025	29,079.89	COURT ASSESSMENTS - O
619746	31315	AMERICAN MUNICIPAL SERVIC	411408		EFT	12/17/2025	2,000.64	AMS COLLECTIONS - OCT
619748	18084	SWETMAN SECURITY SERVICE	411410		EFT	12/17/2025	6,921.04	SWETMAN SECURITY - OC
619749	166	CINTAS CORP 240	411411		EFT	12/17/2025	55.30	BLACK MAT / LOGO MAT
619750	166	CINTAS CORP 240	411412		EFT	12/17/2025	55.30	BLACK MAT / LOGO MAT
619751	3823	MS ATTORNEY GENERALS OFFI	411413		INV	12/17/2025	1,000.00	VICTIMS HUMAN TRFKING
619752	4792	MS DEPT OF PUBLIC SAFETY	411414		EFT	12/17/2025	592.39	INTERLOCK IGNITION SU
619753	4792	MS DEPT OF PUBLIC SAFETY	411415		EFT	12/17/2025	1,803.87	MS DEPT PUBLIC SAFETY
619754	1724	MS STATE TREASURER	411416		INV	12/17/2025	23,121.11	COURT ASSESSMENTS - N
619755	380	LOWES ACCTS RECEIVABLE PR	411418	260015	INV	12/17/2025	7.58	BLDG MATERIAL AND SUP
619756	380	LOWES ACCTS RECEIVABLE PR	411419	260015	INV	12/17/2025	269.71	BLDG MATERIAL AND SUP
619757	42993	WRIGHT NATIONAL FLOOD INS	411426		INV	12/17/2025	927.00	Property Address: 140
619758	26616	ULINE, INC.	411420	260655	EFT	12/17/2025	739.72	CLEANING AND JANITORI
619759	380	LOWES ACCTS RECEIVABLE PR	411421	260015	INV	12/17/2025	147.19	BLDG MATERIAL AND SUP
619760	380	LOWES ACCTS RECEIVABLE PR	411423	260646	INV	12/17/2025	1,101.11	OPEN PO FOR LAST MINU
619761	380	LOWES ACCTS RECEIVABLE PR	411422	260015	INV	12/17/2025	16.80	BLDG MATERIAL AND SUP
619762	380	LOWES ACCTS RECEIVABLE PR	411424	260646	INV	12/17/2025	42.98	OPEN PO FOR LAST MINU
619763	380	LOWES ACCTS RECEIVABLE PR	411425	260015	INV	12/17/2025	30.46	BLDG MATERIAL AND SUP
619764	38361	MISSISSIPPI DELTA SHOWS L	411427	260567	INV	12/17/2025	41,000.00	CARNIVAL RIDES - HARB

CITY OF GULFPORT

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VOUCHER	VENDOR		DOCUMENT	PO	TYPE	DUE DATE	AMOUNT	COMMENT
619765	380	LOWES ACCTS RECEIVABLE PR	411428	260015	INV	12/17/2025	21.63	BLDG MATERIAL AND SUP
619767	42993	WRIGHT NATIONAL FLOOD INS	411430		INV	12/17/2025	5,377.00	Property Address: 210
619768	382	PHILLIPS BUILDING SUPPLY	411431	260478	EFT	12/17/2025	538.72	BARKSDALE MATERIALS
619769	382	PHILLIPS BUILDING SUPPLY	411432	260452	EFT	12/17/2025	454.98	DOOR
619770	380	LOWES ACCTS RECEIVABLE PR	411433	260015	INV	12/17/2025	20.86	BLDG MATERIAL AND SUP
619772	382	PHILLIPS BUILDING SUPPLY	411434	260519	EFT	12/17/2025	1,999.20	BARKSDALE OUTDOOR HAL
619775	6528	FLEETCOR	411438		EFT	12/17/2025	124.12	FUEL
619777	38002	TAPPER SECURITY INC	411440		EFT	12/17/2025	158.94	SERVICE CALL
619778	43476	OTIS ELEVATOR COMPANY	411441		INV	12/17/2025	111.24	ELEVATOR
619779	43476	OTIS ELEVATOR COMPANY	411442		INV	12/17/2025	1,404.00	ELEVATOR
619782	382	PHILLIPS BUILDING SUPPLY	411443		EFT	12/17/2025	580.32	BARKSDALE MATERIALS
619784	337	KNIGHT ABBEY COMMERCIAL P	411445		INV	12/17/2025	739.00	MONTHLY WATER STATEME
619785	20675	CHANCELLOR SUPPLY, INC	411446	260595	EFT	12/17/2025	160.16	CORD CAPS
619786	20675	CHANCELLOR SUPPLY, INC	411447		EFT	12/17/2025	-155.26	CORD CAPS
619787	43827	LAMAR TEXAS LIMITED PARTN	411448	260405	INV	12/17/2025	325.00	ADVERTISING - LAMAR
619788	337	KNIGHT ABBEY COMMERCIAL P	411449		INV	12/17/2025	264.00	MONTHLY WATER STATEME
619789	43827	LAMAR TEXAS LIMITED PARTN	411450	260405	INV	12/17/2025	250.00	ADVERTISING - LAMAR
619790	37051	DEERE CREDIT INC	411451		INV	12/17/2025	5,660.51	EQUIPMENT LEASE 006
619791	337	KNIGHT ABBEY COMMERCIAL P	411452		INV	12/17/2025	810.00	MONTHLY WATER STATEME
619792	40182	WASTE PRO OF MISSISSIPPI	411453		EFT	12/17/2025	1,247.95	ACC#52254 - SHIP ISLA
619793	337	KNIGHT ABBEY COMMERCIAL P	411454		INV	12/17/2025	321.00	MONTHLY WATER STATEME
619794	2592	HANCOCK BANK/WHITNEY BANK	411455		INV	12/17/2025	2,300.00	MDBGPT1214
619795	337	KNIGHT ABBEY COMMERCIAL P	411456		INV	12/17/2025	250.00	MONTHLY WATER STATEME
619796	40182	WASTE PRO OF MISSISSIPPI	411457		EFT	12/17/2025	473.00	ACC#52248 WESTSIDE PA
619797	40182	WASTE PRO OF MISSISSIPPI	411458		EFT	12/17/2025	423.00	ACC#52246 ORANGE GROV
619798	40182	WASTE PRO OF MISSISSIPPI	411459		EFT	12/17/2025	423.00	ACC#52245 HERBERT WIL
619799	40182	WASTE PRO OF MISSISSIPPI	411460		EFT	12/17/2025	423.00	ACC#52243 HANDSBORO C
619800	40182	WASTE PRO OF MISSISSIPPI	411461		EFT	12/17/2025	423.00	ACC#42950 CITY OF GUL
619801	40142	SPORTSENGINE	411462		EFT	12/17/2025	407.00	NOVEMBER BACKGROUND C
619802	40182	WASTE PRO OF MISSISSIPPI	411463		EFT	12/17/2025	467.90	ACC#52236 CITY OF LEI
619803	10316	TYLER TECHNOLOGIES, INC.	411464	260657	INV	12/17/2025	374.25	TYLER 1095 FORMS 2025
619804	40182	WASTE PRO OF MISSISSIPPI	411465		EFT	12/17/2025	653.00	ACC#52238 BAYOU VIEW
619805	40182	WASTE PRO OF MISSISSIPPI	411466		EFT	12/17/2025	423.00	ACC# 52241 28TH ST PA
619807	380	LOWES ACCTS RECEIVABLE PR	411467	260646	INV	12/17/2025	342.66	OPEN PO FOR LAST MINU
619808	6528	FLEETCOR	411468		EFT	12/17/2025	47.32	FUEL FOR MARINA USE
619809	43663	TASK FORCE PROTECTION SER	411469	260461	EFT	12/17/2025	2,048.25	PARKING LOT ATTENDANT
619810	43663	TASK FORCE PROTECTION SER	411470	260103	EFT	12/17/2025	5,544.00	SECURITY HARBOR LIGHT
619811	40142	SPORTSENGINE	411471		EFT	12/17/2025	490.00	BACKGROUND CHECKS FO
619812	40182	WASTE PRO OF MISSISSIPPI	411472		EFT	12/17/2025	633.23	DUMPSTER JONES PARK B
619814	380	LOWES ACCTS RECEIVABLE PR	411474	260651	INV	12/17/2025	259.67	BATTERIES, WATER HOSE

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VOUCHER	VENDOR		DOCUMENT	PO	TYPE	DUE DATE	AMOUNT	COMMENT
619815	40182	WASTE PRO OF MISSISSIPPI	411475		EFT	12/17/2025	527.69	DUMPSTER FUEL DOCK 20
619817	41829	WORKING FIRE FURNITURE &	411477	260571	EFT	12/17/2025	1,679.96	FIRE STATION 3 & 9 MA
619818	417	GULF COAST CENTER FOR NON	411478		EFT	12/17/2025	1,620.85	PROFESSIONAL SVCS;VIC
619819	33797	TRANSUNION RISK AND ALTER	411479		INV	12/17/2025	100.00	LEGAL CASE SEARCHES;V
619820	28117	SUPREME COURT OF MISSISSI	411480		INV	12/17/2025	20.00	FILING FEE;MOTION FOR
619821	36347	FUN EXPRESS LLC	411481	260350	INV	12/17/2025	347.80	FIRE DEPT PROMO ITEMS
619822	28117	SUPREME COURT OF MISSISSI	411482		INV	12/17/2025	20.00	FILING FEE;MOTION FOR
619823	3283	COAST COCA COLA BOTTLING	411483	260652	INV	12/17/2025	783.00	WATER FOR WORKERS
619824	18119	CHARLES BODIE	411484	260481	EFT	12/17/2025	150.00	PROFESSIONAL SVCS.-NO
619826	3221	MISSISSIPPI MUNICIPAL ATT	411486		INV	12/17/2025	250.00	WINTER MMA 2026 REG F
619827	41777	TELESOUTH COMMUNICATIONS,	411487	260306	EFT	12/17/2025	1,850.00	HL ADVERTISMENTS - RA
619829	637	THOMSON REUTERS WEST PUBL	411488		EFT	12/17/2025	57.99	LIBRARY PLAN CHGS -AC
619830	10297	DESIGN PRECAST INC	411489	260392	EFT	12/17/2025	1,875.00	36" RND CONCRETE PIPE
619832	40	ALL PHASE ELECTRIC SUPPLY	411491	260538	EFT	12/17/2025	2,027.20	SUPPLIES FOR REPAIR T
619833	40	ALL PHASE ELECTRIC SUPPLY	411492	260538	EFT	12/17/2025	1,069.29	SUPPLIES FOR REPAIR T
619834	41178	CUBIC ITS, INC	411493	260496	EFT	12/17/2025	17,200.00	GS3 SYSTEMS (AT DISCO
619836	238	FORESTRY SUPPLIERS INC	411495	260494	EFT	12/17/2025	109.92	SNAKE CHAPS FOR SURVE
619837	42832	CORE GROUP GULFPORT	411496	260261	EFT	12/17/2025	2,777.33	DOOR REPAIRS AT PUBLI
619838	180	CONTROL SYSTEMS INC	411497	260252	INV	12/17/2025	687.00	REPAIR OF CONTROL CIR
619839	39457	OSBURN ASSOCIATES INC	411498	260094	EFT	12/17/2025	3,949.50	RESTOCK SHEETING AND
619840	883	WARREN PAVING INC	411499	260466	EFT	12/17/2025	52,923.23	WA 83: OAKLEIGH AVE (
619841	43784	KC PROJECT SOLUTIONS LLC	411500	260074	INV	12/17/2025	7,000.00	CONSULT SRVCS - GRANT
619842	611	SOUTHERN PIPE & SUPPLY CO	411501	260495	EFT	12/17/2025	11,120.00	RESTOCK INVENTORY - O
619843	41691	FERGUSON US HOLDINGS, INC	411502	260410	EFT	12/17/2025	12,281.60	FOR NORTHWOOD HILLS P
619844	41691	FERGUSON US HOLDINGS, INC	411503	260446	EFT	12/17/2025	2,320.00	RESTOCK INVENTORY - P
619845	41691	FERGUSON US HOLDINGS, INC	411504	260446	EFT	12/17/2025	250.00	RESTOCK INVENTORY - P
619846	41691	FERGUSON US HOLDINGS, INC	411505	260446	EFT	12/17/2025	750.00	RESTOCK INVENTORY - P
619847	43151	JHS ENTERPRISES INC	411506	260580	EFT	12/17/2025	572.00	"COMPLETE" STAMP & BU
619848	41691	FERGUSON US HOLDINGS, INC	411507	260497	EFT	12/17/2025	325.00	RESTOCK INVENTORY - G
619849	41691	FERGUSON US HOLDINGS, INC	411508	260348	EFT	12/17/2025	1,150.00	INVENTORY RESTOCK WAT
619850	611	SOUTHERN PIPE & SUPPLY CO	411509	260071	EFT	12/17/2025	4,295.00	RESTOCK INVENTORY
619851	611	SOUTHERN PIPE & SUPPLY CO	411510	260071	EFT	12/17/2025	80,640.00	RESTOCK INVENTORY
619852	923	CENTRAL PIPE SUPPLY INC	411511	260467	EFT	12/17/2025	2,784.00	4" GATE VALVE FLANGE
619855	42660	WOLVERTON PROPERTY MANAGE	411514	260226	EFT	12/17/2025	2,097.00	GRASS MAINT CONTRACT
619856	26190	ROBIN EWING POOL SUPPLIES	411515	260556	EFT	12/17/2025	850.00	CHLORINATOR REPAIR
619857	39641	GLOBE MANUFACTURING LLC	411516	260545	EFT	12/17/2025	603.79	FIRE PROTECTIVE GEAR
619858	83	ACE DATA STORAGE COMPANY	411517		EFT	12/17/2025	60.00	ACE DATA STORAGE CITY
619859	43729	HILLTREE MARKETING LLC	411581	260165	INV	12/17/2025	6,000.00	2025 STATE OF THE CIT
619860	83	ACE DATA STORAGE COMPANY	411518		EFT	12/17/2025	132.00	ACE DATA STORAGE COUR
619861	83	ACE DATA STORAGE COMPANY	411519		EFT	12/17/2025	270.00	ACE DATA STORAGE

CITY OF GULFPORT

ACCOUNTS PAYABLE WARRANT REPORT

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VOUCHER	VENDOR		DOCUMENT	PO	TYPE	DUE DATE	AMOUNT	COMMENT
619862	35999	GULF BREEZE LANDSCAPING L	411520	260484	EFT	12/17/2025	7,774.22	GULF BREEZE GRASS MAI
619863	40182	WASTE PRO OF MISSISSIPPI	411521		EFT	12/17/2025	3,364.37	51026- SUMMARY BILL
619864	6664	VERIZON WIRELESS	411522		INV	12/17/2025	270.13	442090680-00001
619865	58	A T & T	411523		INV	12/17/2025	58.07	228 865-1423 001 0597
619866	38362	CDW LLC	411524	260535	EFT	12/17/2025	21,207.04	VEEAM DATA RENEWAL
619867	39312	AT&T MOBILITY II LLC	411525		INV	12/17/2025	340.03	287275121217
619868	38362	CDW LLC	411526	260528	EFT	12/17/2025	148.53	ABODE FOR OLIVIA'S CO
619869	378	MS POWER COMPANY	411527		INV	12/17/2025	2,734.13	PLATFORM C
619870	378	MS POWER COMPANY	411528		INV	12/17/2025	7,024.57	PLATFORM A
619871	378	MS POWER COMPANY	411529		INV	12/17/2025	167.42	2609 13TH ST MTR FOR
619872	378	MS POWER COMPANY	411530		INV	12/17/2025	318.83	FUEL DOCK
619873	378	MS POWER COMPANY	411531		INV	12/17/2025	471.23	1419 27TH AVE THE DEP
619874	378	MS POWER COMPANY	411532		INV	12/17/2025	4,398.87	PLATFORM B
619875	378	MS POWER COMPANY	411533		INV	12/17/2025	96.02	2211 MORAIS PL
619876	90089	CITY OF GULFPORT	411534		INV	12/17/2025	112.58	700023690 STATION 8
619877	90089	CITY OF GULFPORT	411535		INV	12/17/2025	284.20	700081440 STATION 10
619878	90089	CITY OF GULFPORT	411536		INV	12/17/2025	337.72	710010420 STATION 9
619879	90089	CITY OF GULFPORT	411537		INV	12/17/2025	150.60	710083277 NORTHPARK D
619880	90089	CITY OF GULFPORT	411538		INV	12/17/2025	171.90	740058461 DEDEAUX RD
619881	90089	CITY OF GULFPORT	411539		INV	12/17/2025	203.92	750008660 ORG GRV COM
619882	90089	CITY OF GULFPORT	411540		INV	12/17/2025	113.16	760031170 STATION 11
619883	25676	CELLULAR SOUTH, INC	411541		INV	12/17/2025	44.89	32026989
619884	25676	CELLULAR SOUTH, INC	411542		INV	12/17/2025	97.78	32026989
619885	25676	CELLULAR SOUTH, INC	411543		INV	12/17/2025	133.76	32026989
619886	25676	CELLULAR SOUTH, INC	411544		INV	12/17/2025	50.39	32026989
619887	25676	CELLULAR SOUTH, INC	411545		INV	12/17/2025	198.75	32026989
619888	25676	CELLULAR SOUTH, INC	411546		INV	12/17/2025	148.17	32026989
619889	25676	CELLULAR SOUTH, INC	411547		INV	12/17/2025	93.78	32026989
619890	25676	CELLULAR SOUTH, INC	411548		INV	12/17/2025	1,064.77	32026989
619891	25676	CELLULAR SOUTH, INC	411549		INV	12/17/2025	297.84	32026989
619892	25676	CELLULAR SOUTH, INC	411550		INV	12/17/2025	287.03	32026989
619893	25676	CELLULAR SOUTH, INC	411551		INV	12/17/2025	333.23	32026989
619894	25676	CELLULAR SOUTH, INC	411552		INV	12/17/2025	99.28	32026989
619895	25676	CELLULAR SOUTH, INC	411553		INV	12/17/2025	83.37	32026989
619896	25676	CELLULAR SOUTH, INC	411554		INV	12/17/2025	63.84	32026989
619897	25676	CELLULAR SOUTH, INC	411555		INV	12/17/2025	44.89	32026989
619898	25676	CELLULAR SOUTH, INC	411556		INV	12/17/2025	48.89	32026989
619899	382	PHILLIPS BUILDING SUPPLY	411557	260673	EFT	12/17/2025	238.32	GUARD SHED LAUAN
619901	107	BLOSSMAN GAS INC	411559	260167	EFT	12/17/2025	210.00	PROPANE - 2025
619902	38362	CDW LLC	411560	260547	EFT	12/17/2025	320.57	DOCKING STATION AND K

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VOUCHER	VENDOR		DOCUMENT	PO	TYPE	DUE DATE	AMOUNT	COMMENT
619903	2066	HAVARD PEST CONTROL	411561		EFT	12/17/2025	200.00	PARKS RENEWAL TERMITE
619904	2066	HAVARD PEST CONTROL	411562		EFT	12/17/2025	184.00	RENEWAL TERMITE KICHE
619905	2066	HAVARD PEST CONTROL	411563		EFT	12/17/2025	184.00	RENEWAL TERMITE WELLN
619906	43326	UNITI FIBER HOLDINGS INC	411564		EFT	12/17/2025	228.00	1626087
619907	43326	UNITI FIBER HOLDINGS INC	411565		EFT	12/17/2025	228.00	1626087
619908	43326	UNITI FIBER HOLDINGS INC	411566		EFT	12/17/2025	228.00	1626087
619909	43326	UNITI FIBER HOLDINGS INC	411567		EFT	12/17/2025	228.00	1626087
619910	43326	UNITI FIBER HOLDINGS INC	411568		EFT	12/17/2025	228.00	1626087
619911	43326	UNITI FIBER HOLDINGS INC	411569		EFT	12/17/2025	228.00	1626087
619912	43326	UNITI FIBER HOLDINGS INC	411570		EFT	12/17/2025	228.00	1626087
619913	43326	UNITI FIBER HOLDINGS INC	411571		EFT	12/17/2025	228.00	1626087
619914	43326	UNITI FIBER HOLDINGS INC	411572		EFT	12/17/2025	228.00	1626087
619915	43326	UNITI FIBER HOLDINGS INC	411573		EFT	12/17/2025	228.00	1626087
619916	43326	UNITI FIBER HOLDINGS INC	411574		EFT	12/17/2025	228.00	1626087
619917	43326	UNITI FIBER HOLDINGS INC	411575		EFT	12/17/2025	228.00	1626087
619918	43326	UNITI FIBER HOLDINGS INC	411576		EFT	12/17/2025	228.00	1626087
619919	43326	UNITI FIBER HOLDINGS INC	411577		EFT	12/17/2025	228.00	1626087
619920	43326	UNITI FIBER HOLDINGS INC	411578		EFT	12/17/2025	1,030.86	1626087
619921	11424	EAGLE ENERGY INC.	411579		EFT	12/17/2025	7,389.63	FUEL FOR RETAIL SALE
619922	11424	EAGLE ENERGY INC.	411580		EFT	12/17/2025	2,625.49	FUEL FOR RETAIL SALE
619923	2066	HAVARD PEST CONTROL	411582		EFT	12/17/2025	450.00	SENTRICAON RENEWAL VI
619925	29073	COBURN SUPPLY COMPANY INC	411584	260238	INV	12/17/2025	27.07	RESTOCK OF SUPPLIES
619927	20675	CHANCELLOR SUPPLY, INC	411586	260237	EFT	12/17/2025	78.41	RESTOCK OPPERATING SU
619928	380	LOWES OF GULFPORT MS 466	411587	260015	INV	12/17/2025	18.51	BLDG MATERIAL AND SUP
619929	35999	GULF BREEZE LANDSCAPING L	411588	260484	EFT	12/17/2025	6,469.95	GULF BREEZE GRASS MAI
619930	35999	GULF BREEZE LANDSCAPING L	411589		EFT	12/17/2025	1,195.00	GROUND MAINTENANCE CO
619931	35999	GULF BREEZE LANDSCAPING L	411590		EFT	12/17/2025	26,075.00	GROUND MAINTENANCE CO
619932	35999	GULF BREEZE LANDSCAPING L	411591	260484	EFT	12/17/2025	1,702.48	GULF BREEZE GRASS MAI
619933	35999	GULF BREEZE LANDSCAPING L	411592	260484	EFT	12/17/2025	7,082.25	GULF BREEZE GRASS MAI
619935	43396	QUALITY TINT AND ACCESSOR	411595	260396	INV	12/17/2025	3,000.00	TINT FOR WINDOWS IN J
619937	39534	AUTOMATED MERCHANTSYSTEMS	411593		EFT	12/17/2025	27.95	HL NOV 2025
619938	70000	CABLE ONE	411594		INV	12/17/2025	48.00	13472 HIGHWAY 49 PARK
619939	24702	WEAVER ELECTRIC INC	411597		EFT	12/17/2025	565.33	CABLE REPLACEMENT (CA
619940	24702	WEAVER ELECTRIC INC	411596	260616	EFT	12/17/2025	930.00	CITY HALL CHRISTMAS L
619941	380	LOWES ACCTS RECEIVABLE PR	411598	260015	INV	12/17/2025	476.08	BLDG MATERIAL AND SUP
619942	43643	DELTA UTILITIES AGGREGATO	411599		INV	12/17/2025	268.83	4050 HEWES AVE
619943	43643	DELTA UTILITIES AGGREGATO	411600		INV	12/17/2025	99.50	4901 JEFFERSON AVE
619944	43643	DELTA UTILITIES AGGREGATO	411601		INV	12/17/2025	137.76	641 41ST AVE
619945	43643	DELTA UTILITIES AGGREGATO	411602		INV	12/17/2025	64.09	2324 25TH ST
619946	43643	DELTA UTILITIES AGGREGATO	411603		INV	12/17/2025	55.48	3319 19TH ST

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VOUCHER	VENDOR		DOCUMENT	PO	TYPE	DUE DATE	AMOUNT	COMMENT
619947	43643	DELTA UTILITIES AGGREGATO	411604		INV	12/17/2025	113.47	3225 HANCOCK AVE
619948	43643	DELTA UTILITIES AGGREGATO	411605		INV	12/17/2025	59.78	501 26TH ST
619949	43643	DELTA UTILITIES AGGREGATO	411606		INV	12/17/2025	91.80	15550 MARTIN LUTHER K
619950	43643	DELTA UTILITIES AGGREGATO	411607		INV	12/17/2025	116.52	1419 27TH AVE
619951	43643	DELTA UTILITIES AGGREGATO	411608		INV	12/17/2025	95.68	1700 33RD AVE
619952	43643	DELTA UTILITIES AGGREGATO	411609		INV	12/17/2025	50.06	3908 28TH ST CEMETERY
619953	43643	DELTA UTILITIES AGGREGATO	411610		INV	12/17/2025	114.71	1422 23RD AVE
619954	43643	DELTA UTILITIES AGGREGATO	411611		INV	12/17/2025	64.98	2723 33RD AVE
619955	43643	DELTA UTILITIES AGGREGATO	411612		INV	12/17/2025	46.86	4050 HEWES AVE CITY B
619956	43643	DELTA UTILITIES AGGREGATO	411613		INV	12/17/2025	50.50	720 E BEACH BLVD
619957	43643	DELTA UTILITIES AGGREGATO	411614		INV	12/17/2025	245.88	210 COWAN RD
619958	30755	AARON RODRICK LEE	411615	260326	INV	12/17/2025	20,000.00	HARBOR LIGHTS - SOUND
619959	40843	EAGLE SERVICES, INC.	411616	260660	EFT	12/17/2025	480.00	ORANGE GROVE CC AC
619960	193	COAST ELECTRIC POWER ASSO	411617		INV	12/17/2025	72.44	THREE RIVERS RD & CRO
619961	193	COAST ELECTRIC POWER ASSO	411618		INV	12/17/2025	75.18	ROBINSON LIFT STATION
619962	193	COAST ELECTRIC POWER ASSO	411619		INV	12/17/2025	1,216.88	WILSON WELL S
619963	193	COAST ELECTRIC POWER ASSO	411620		INV	12/17/2025	187.00	PRUDIE CIR LIFT STA
619964	193	COAST ELECTRIC POWER ASSO	411621		INV	12/17/2025	2,062.59	STIGLETS RD (NORTH EN
619965	193	COAST ELECTRIC POWER ASSO	411622		INV	12/17/2025	198.36	DEDEAUX RD 14195 LIFT
619966	193	COAST ELECTRIC POWER ASSO	411623		INV	12/17/2025	99.00	THREE RV & DEDEAUX TR
619967	193	COAST ELECTRIC POWER ASSO	411624		INV	12/17/2025	125.07	WINGATE LIFT STA
619968	193	COAST ELECTRIC POWER ASSO	411625		INV	12/17/2025	1,075.58	GPT HIGHLANDS SEC LGT
619969	193	COAST ELECTRIC POWER ASSO	411626		INV	12/17/2025	111.95	CRYSTAL LAKE LIFT STA
619970	193	COAST ELECTRIC POWER ASSO	411627		INV	12/17/2025	201.03	CYPRESS PT LIFT STA 1
619971	193	COAST ELECTRIC POWER ASSO	411628		INV	12/17/2025	128.30	THREE RIVERS RD 11159
619972	193	COAST ELECTRIC POWER ASSO	411629		INV	12/17/2025	197.04	RESERVATION & THREE R
619973	193	COAST ELECTRIC POWER ASSO	411630		INV	12/17/2025	132.63	THREE RIVERS RD & KLE
619974	193	COAST ELECTRIC POWER ASSO	411631		INV	12/17/2025	149.86	KLEIN RD & DEDEAUX RD
619975	193	COAST ELECTRIC POWER ASSO	411632		INV	12/17/2025	57.00	MARY DRIVE
619976	193	COAST ELECTRIC POWER ASSO	411633		INV	12/17/2025	55.66	JACKSON ST WELL
619977	193	COAST ELECTRIC POWER ASSO	411634		INV	12/17/2025	55.94	DEDEAUX ELEV TANK LIT
619978	193	COAST ELECTRIC POWER ASSO	411635		INV	12/17/2025	101.06	WILDWOOD LIFT STA
619979	193	COAST ELECTRIC POWER ASSO	411636		INV	12/17/2025	120.87	LOREN D AT I10 LIFT S
619980	193	COAST ELECTRIC POWER ASSO	411637		INV	12/17/2025	62.29	PEPSI LIFT STA BEHIND
619981	193	COAST ELECTRIC POWER ASSO	411638		INV	12/17/2025	195.18	RESERVATION DR LIFT S
619982	193	COAST ELECTRIC POWER ASSO	411639		INV	12/17/2025	1,927.38	DEDEAUX RD 14416 BLDG
619983	193	COAST ELECTRIC POWER ASSO	411640		INV	12/17/2025	348.27	DEDEAUX RD 14416 WELL
619984	193	COAST ELECTRIC POWER ASSO	411641		INV	12/17/2025	671.25	City of Gulfport Ligh
619985	193	COAST ELECTRIC POWER ASSO	411642		INV	12/17/2025	3,400.69	City of Gulfport Ligh
619986	193	COAST ELECTRIC POWER ASSO	411643		INV	12/17/2025	4,400.32	City of Gulfport Ligh

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VOUCHER	VENDOR		DOCUMENT	PO	TYPE	DUE DATE	AMOUNT	COMMENT
619987	193	COAST ELECTRIC POWER ASSO	411644		INV	12/17/2025	6,985.64	City of Gulfport Ligh
619988	193	COAST ELECTRIC POWER ASSO	411645		INV	12/17/2025	89.86	Alta Vida Security Li
619989	193	COAST ELECTRIC POWER ASSO	411646		INV	12/17/2025	7,690.02	City of Gulfport Ligh
619990	193	COAST ELECTRIC POWER ASSO	411647		INV	12/17/2025	9,014.25	City of Gulfport
619991	193	COAST ELECTRIC POWER ASSO	411648		INV	12/17/2025	70.38	TANNER RD 11178
619992	193	COAST ELECTRIC POWER ASSO	411649		INV	12/17/2025	77.84	Brookfield Subd Light
619993	193	COAST ELECTRIC POWER ASSO	411650		INV	12/17/2025	85.76	ORANGE GROVE RD 17404
619994	193	COAST ELECTRIC POWER ASSO	411651		INV	12/17/2025	153.68	THREE RIVERS RD 12399
619995	35999	GULF BREEZE LANDSCAPING L	411652	260484	EFT	12/17/2025	2,597.11	GULF BREEZE GRASS MAI
619996	380	LOWES ACCTS RECEIVABLE PR	411653	260105	INV	12/17/2025	392.08	PIER REPAIR SUPPLIES
619997	380	LOWES ACCTS RECEIVABLE PR	411654		CRM	10/22/2025	-170.05	MAINTENANCE SUPPLIES
619998	25678	H2O INNOVATION OPERATION	411655	260436	EFT	12/17/2025	498,370.09	H2O STREETS/DRAIN. &
619999	25678	H2O INNOVATION OPERATION	411656	260436	EFT	12/17/2025	594,599.84	H2O STREETS/DRAIN. &
620000	25678	H2O INNOVATION OPERATION	411657	260437	EFT	12/17/2025	172,274.63	H2O DEBRIS CONTRACT -
620001	39259	DNA UNDERGROUND LLC	411658	252314	EFT	12/17/2025	6,250.00	WORK AUTH 43: REPL EX
620003	610	SUNBELT FIRE INC	411659	260349	EFT	12/17/2025	2,429.62	VEHICLE PARTS
620004	90089	CITY OF GULFPORT	411660		INV	12/17/2025	177.70	030091025 POL ATHL DE
620005	90089	CITY OF GULFPORT	411661		INV	12/17/2025	11.70	030091030 POL ATHL DE
620006	90089	CITY OF GULFPORT	411662		INV	12/17/2025	150.98	060000711 GASTON PT C
620007	90089	CITY OF GULFPORT	411663		INV	12/17/2025	166.10	060000811 GASTON PT C
620008	90089	CITY OF GULFPORT	411664		INV	12/17/2025	3,436.60	070000111 BCH SPASH P
620009	90089	CITY OF GULFPORT	411665		INV	12/17/2025	24.24	070012511 CHAS WLKR S
620010	90089	CITY OF GULFPORT	411666		INV	12/17/2025	166.10	070012515 CHAS WLKR S
620011	90089	CITY OF GULFPORT	411667		INV	12/17/2025	166.10	070012530 WESTSIDE CO
620012	90089	CITY OF GULFPORT	411668		INV	12/17/2025	62.06	080042011 HORTICLTR B
620013	90089	CITY OF GULFPORT	411669		INV	12/17/2025	166.10	080123319 19TH ST SPS
620014	90089	CITY OF GULFPORT	411670		INV	12/17/2025	457.50	080122519 LEISURE SER
620015	90089	CITY OF GULFPORT	411671		INV	12/17/2025	337.72	100057011 ARMORY
620016	90089	CITY OF GULFPORT	411672		INV	12/17/2025	26.70	110000011 EAST PIER
620017	90089	CITY OF GULFPORT	411673		INV	12/17/2025	26.70	110000012 EAST PIER
620018	90089	CITY OF GULFPORT	411674		INV	12/17/2025	26.70	110000015 EAST PIER
620019	90089	CITY OF GULFPORT	411675		INV	12/17/2025	60.70	110000022 EAST PIER 2
620020	90089	CITY OF GULFPORT	411676		INV	12/17/2025	32.80	110000033 EAST PIER
620021	90089	CITY OF GULFPORT	411677		INV	12/17/2025	32.80	110000044 EAST PIER
620022	90089	CITY OF GULFPORT	411678		INV	12/17/2025	26.70	110000055 EAST PIER
620023	90089	CITY OF GULFPORT	411679		INV	12/17/2025	79.30	110000060 EAST PIER
620024	90089	CITY OF GULFPORT	411680		INV	12/17/2025	26.70	110000065 EAST PIER
620025	90089	CITY OF GULFPORT	411681		INV	12/17/2025	11.70	110082012 13 ST IRRIG
620026	90089	CITY OF GULFPORT	411682		INV	12/17/2025	11.70	110090012 13 ST IRRIG
620027	90089	CITY OF GULFPORT	411683		INV	12/17/2025	527.36	110111330 HARBOR SERV

ACCOUNTS PAYABLE WARRANT REPORT

Warrant List by Voucher

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VOUCHER	VENDOR	DOCUMENT	PO	TYPE	DUE DATE	AMOUNT	COMMENT
620028	90089 CITY OF GULFPORT	411684		INV	12/17/2025	161.70	110114611 JONES PARK
620029	90089 CITY OF GULFPORT	411685		INV	12/17/2025	45.20	110114612 JONES SPLAS
620030	90089 CITY OF GULFPORT	411686		INV	12/17/2025	205.10	110114625 JONES PK RV
620031	90089 CITY OF GULFPORT	411687		INV	12/17/2025	24.24	110291330 QUANSET HUT
620032	90089 CITY OF GULFPORT	411688		INV	12/17/2025	24.24	130006011 29TH AVE WH
620033	90089 CITY OF GULFPORT	411689		INV	12/17/2025	166.10	130037515 AMTRAK DEPO
620034	90089 CITY OF GULFPORT	411690		INV	12/17/2025	39.00	130037525 27TH AVE
620035	90089 CITY OF GULFPORT	411691		INV	12/17/2025	150.98	130038011 AMTRAK DEPO
620036	90089 CITY OF GULFPORT	411692		INV	12/17/2025	219.62	130069010 FEED MY SHE
620037	90089 CITY OF GULFPORT	411693		INV	12/17/2025	5.80	140065512 26TH AVE IR
620038	90089 CITY OF GULFPORT	411694		INV	12/17/2025	86.98	140065515 MAINT BLDG
620039	90089 CITY OF GULFPORT	411695		INV	12/17/2025	113.16	140148350 GAST HEWES
620040	90089 CITY OF GULFPORT	411696		INV	12/17/2025	26.70	140149511 EVERGREEN G
620041	90089 CITY OF GULFPORT	411697		INV	12/17/2025	39.00	140149512 EVERGREEN C
620042	90089 CITY OF GULFPORT	411698		INV	12/17/2025	24.24	140149513 EVERGREEN C
620043	90089 CITY OF GULFPORT	411699		INV	12/17/2025	62.06	160006011 EVERGREEN G
620044	90089 CITY OF GULFPORT	411700		INV	12/17/2025	11.70	170011025 STR PROJ 24
620045	90089 CITY OF GULFPORT	411701		INV	12/17/2025	5.80	170012525 15TH ST & 2
620046	90089 CITY OF GULFPORT	411702		INV	12/17/2025	49.16	170021025 BAIT SHOP
620047	90089 CITY OF GULFPORT	411703		INV	12/17/2025	113.16	170029511 HARDY BLDG
620048	90089 CITY OF GULFPORT	411704		INV	12/17/2025	500.60	170033011 CITY HALL
620049	90089 CITY OF GULFPORT	411705		INV	12/17/2025	166.10	170049515 JOSEPH JONE
620050	90089 CITY OF GULFPORT	411706		INV	12/17/2025	861.86	170053011 POLICE DEPT
620051	90089 CITY OF GULFPORT	411707		INV	12/17/2025	39.00	170053012 POLICE DEPT
620052	90089 CITY OF GULFPORT	411708		INV	12/17/2025	353.42	170053511 STATION 1
620053	90089 CITY OF GULFPORT	411709		INV	12/17/2025	5.80	170081401 20TH AVE YA
620054	90089 CITY OF GULFPORT	411710		INV	12/17/2025	66.90	170117312 15TH ST IRR
620055	90089 CITY OF GULFPORT	411711		INV	12/17/2025	39.00	170126025 15TH & 24TH
620056	90089 CITY OF GULFPORT	411712		INV	12/17/2025	106.16	180077011 STATION 3
620057	90089 CITY OF GULFPORT	411713		INV	12/17/2025	113.16	230135011 GRASSLAWN
620058	90089 CITY OF GULFPORT	411714		INV	12/17/2025	39.00	270003303 ECON DEV GD
620059	90089 CITY OF GULFPORT	411715		INV	12/17/2025	5.80	270003310 ECON DEV GD
620060	90089 CITY OF GULFPORT	411716		INV	12/17/2025	5.80	270003313 DOG PARK PR
620061	90089 CITY OF GULFPORT	411717		INV	12/17/2025	45.20	270003317 DOG PARK PR
620062	90089 CITY OF GULFPORT	411718		INV	12/17/2025	5.80	270003318 ECON DEV GD
620063	90089 CITY OF GULFPORT	411719		INV	12/17/2025	24.24	270059411 VEH MAINT G
620064	90089 CITY OF GULFPORT	411720		INV	12/17/2025	60.86	270059511 PD RANGE OF
620065	90089 CITY OF GULFPORT	411721		INV	12/17/2025	5.80	280000012 KELLY/OAK P
620066	90089 CITY OF GULFPORT	411722		INV	12/17/2025	5.80	280075525 EAST AV/MAG
620067	90089 CITY OF GULFPORT	411723		INV	12/17/2025	5.80	280080025 BRDMOOR/22N

CITY OF GULFPORT

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620068	90089 CITY OF GULFPORT	411724		INV	12/17/2025	5.80	280082011 BRDMOOR PK
620069	90089 CITY OF GULFPORT	411725		INV	12/17/2025	5.80	280086025 EAST AV/MAG
620070	90089 CITY OF GULFPORT	411726		INV	12/17/2025	5.80	280086030 BROADMOOR P
620071	90089 CITY OF GULFPORT	411727		INV	12/17/2025	86.98	280098011 MAINT DEPT
620072	90089 CITY OF GULFPORT	411728		INV	12/17/2025	11.70	300131012 135 COURTHO
620073	90089 CITY OF GULFPORT	411729		INV	12/17/2025	166.10	300131015 135 COURTHO
620074	90089 CITY OF GULFPORT	411730		INV	12/17/2025	150.98	310060011 MAG COMM CT
620075	90089 CITY OF GULFPORT	411731		INV	12/17/2025	113.16	330006511 ADMINISTRAT
620076	90089 CITY OF GULFPORT	411732		INV	12/17/2025	0.92	330036511 HARBOR LIGH
620077	90089 CITY OF GULFPORT	411733		INV	12/17/2025	1,089.32	340082511 HERB WILSON
620078	90089 CITY OF GULFPORT	411734		INV	12/17/2025	24.24	341063511 ADMIN
620079	90089 CITY OF GULFPORT	411735		INV	12/17/2025	49.16	360003511 PW BARN
620080	90089 CITY OF GULFPORT	411736		INV	12/17/2025	5.80	360003512 PUBLIC WK Y
620081	90089 CITY OF GULFPORT	411737		INV	12/17/2025	5.80	360003514 PUBLIC WK I
620082	90089 CITY OF GULFPORT	411738		INV	12/17/2025	63.24	360003811 BEAUTI TLR
620083	90089 CITY OF GULFPORT	411739		INV	12/17/2025	39.00	360003911 4050 HEWES
620084	90089 CITY OF GULFPORT	411740		INV	12/17/2025	39.00	360004011 PW DEPT HEW
620085	90089 CITY OF GULFPORT	411741		INV	12/17/2025	24.24	360030511 PW WAREHOUS
620086	90089 CITY OF GULFPORT	411742		INV	12/17/2025	24.24	360032111 RECORDS STO
620087	90089 CITY OF GULFPORT	411743		INV	12/17/2025	584.60	360075312 BV BALL PAR
620088	90089 CITY OF GULFPORT	411744		INV	12/17/2025	370.70	360075511 KIWANIS CON
620089	90089 CITY OF GULFPORT	411745		INV	12/17/2025	367.60	360075611 BV BALL FIE
620090	90089 CITY OF GULFPORT	411746		INV	12/17/2025	806.02	360083511 STATION 5
620091	90089 CITY OF GULFPORT	411747		INV	12/17/2025	91.70	360121312 47TH ST BAL
620092	90089 CITY OF GULFPORT	411748		INV	12/17/2025	138.18	470043011 STATION 6
620093	90089 CITY OF GULFPORT	411749		INV	12/17/2025	44.80	480001013 PUBLIC WK L
620094	90089 CITY OF GULFPORT	411750		INV	12/17/2025	203.92	480004530 STATION 7
620095	90089 CITY OF GULFPORT	411751		INV	12/17/2025	39.00	480104525 BEAUTIFICAT
620096	90089 CITY OF GULFPORT	411752		INV	12/17/2025	39.00	480108425 BEAUTI CREW
620097	90089 CITY OF GULFPORT	411753		INV	12/17/2025	5.80	490075515 2ND ST PARK
620098	90089 CITY OF GULFPORT	411754		INV	12/17/2025	29.03	500094511 LIFETIME FI
620099	90089 CITY OF GULFPORT	411755		INV	12/17/2025	531.90	500094512 LIFETIME FI
620100	90089 CITY OF GULFPORT	411756		INV	12/17/2025	66.90	520025512 GRENVIEW IR
620101	90089 CITY OF GULFPORT	411757		INV	12/17/2025	39.00	560009311 HANDSBORO
620102	90089 CITY OF GULFPORT	411758		INV	12/17/2025	11.70	560131612 VICTORIA CR
620103	90089 CITY OF GULFPORT	411759		INV	12/17/2025	5.80	570006012 BAYOU OAKS
620104	90089 CITY OF GULFPORT	411760		INV	12/17/2025	113.16	570006015 BAYVIEW BAL
620105	90089 CITY OF GULFPORT	411761		INV	12/17/2025	138.18	602281500 STATION 12
620106	90089 CITY OF GULFPORT	411762		INV	12/17/2025	5.80	610428001 BASEBALL FI
620107	90089 CITY OF GULFPORT	411763		INV	12/17/2025	460.46	611578240 SPLASH PD F

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VOUCHER	VENDOR		DOCUMENT	PO	TYPE	DUE DATE	AMOUNT	COMMENT
620108	90089	CITY OF GULFPORT	411764		INV	12/17/2025	70.00	620042011 42 HOLLY CI
620109	90089	CITY OF GULFPORT	411765		INV	12/17/2025	166.10	620644300 TURKEY CREE
620110	37710	COVINGTON CIVIL & ENVIRON	411766	232959	EFT	12/17/2025	3,000.00	ENGINEERING SERVICES
620111	42004	ROBERT KRISTIAN RIEMANN	411767	250634	EFT	12/17/2025	5,822.69	MIMA PAVING INFRASTRU
620112	37710	COVINGTON CIVIL & ENVIRON	411768	225226	EFT	12/17/2025	6,427.92	ENGINEERING SERVICES:
620113	37710	COVINGTON CIVIL & ENVIRON	411769	225229	EFT	12/17/2025	2,130.45	ENGINEERING SERVICES
620114	37710	COVINGTON CIVIL & ENVIRON	411770	225227	EFT	12/17/2025	909.65	ENGINEERING SERVICES:
620115	37710	COVINGTON CIVIL & ENVIRON	411771	241351	EFT	12/17/2025	108,750.00	N GPT WASTEWATER TRTM
620116	37710	COVINGTON CIVIL & ENVIRON	411772	241352	EFT	12/17/2025	41,250.00	N GPT WASTEWATER TRTM
620117	37710	COVINGTON CIVIL & ENVIRON	411773	242303	EFT	12/17/2025	12,936.25	ENGINEERING SERVICES
620119	37710	COVINGTON CIVIL & ENVIRON	411774	242303	EFT	12/17/2025	19,152.50	ENGINEERING SERVICES
620120	24247	BROWN MITCHELL & ALEXANDE	411775	250822	EFT	12/17/2025	4,333.00	PRELIMINARY ENGINEERI
620121	13254	HEMPHILL CONSTRUCTION CO	411776	250532	INV	12/17/2025	625,766.00	CONSTRUCTION - N GPT
620122	13254	HEMPHILL CONSTRUCTION CO	411777	250532	INV	12/17/2025	118,406.75	CONSTRUCTION - N GPT
620123	13254	HEMPHILL CONSTRUCTION CO	411778	250532	INV	12/17/2025	1,094,913.65	CONSTRUCTION - N GPT
620124	13254	HEMPHILL CONSTRUCTION CO	411779	250532	INV	12/17/2025	716,486.65	CONSTRUCTION - N GPT
620125	10255	GULF BREEZE CONSTRUCTION	411780	251752	EFT	12/17/2025	102,314.05	REPAIRS TO LIBBY MILN
620126	610	SUNBELT FIRE INC	411781		EFT	12/17/2025	719.20	VEHICLE PARTS
620127	43647	MALOUF CONSTRUCTION LLC	411782	251991	EFT	12/17/2025	1,254,915.78	CONSTRUCTION CONTRACT
620128	10255	GULF BREEZE CONSTRUCTION	411783	251404	EFT	12/17/2025	54,336.79	CONSTRUCTION SERVICES
620130	40677	LEE C. RUSSELL	411785		INV	12/17/2025	4,167.00	PUBLIC DEFENDER NOVEM
620131	18084	SWETMAN SECURITY SERVICE	411786		EFT	12/17/2025	4,752.12	SWETMAN SECURITY TIME
620132	637	THOMSON REUTERS WEST PUBL	411787		EFT	12/17/2025	652.84	WESTLAW ONLINE SUBSCR
620134	11590	MISSION COMMUNICATIONS LL	411789		EFT	12/17/2025	82,283.20	ANNUAL SCADA SERVICES
620135	23806	MISSISSIPPI 811 INC	411790		INV	12/17/2025	37,177.28	MS7049 TRAF & MS9727
620136	11590	MISSION COMMUNICATIONS LL	411791		EFT	12/17/2025	21,952.00	SCADA SERVICES 1/1/26
620137	11590	MISSION COMMUNICATIONS LL	411792		EFT	12/17/2025	8,580.40	SCADA SERVICES - 1/1/
620138	11590	MISSION COMMUNICATIONS LL	411793		EFT	12/17/2025	1,200.00	SCADA SERVICES 12/1/2
620139	42832	CORE GROUP GULFPORT	411794		EFT	12/17/2025	779.85	QUARTERLY PLANNED MAI
620140	42832	CORE GROUP GULFPORT	411795		EFT	12/17/2025	875.00	EMERGENCY REPAIRS - P
620141	166	CINTAS CORP 240	411796		EFT	12/17/2025	390.21	MAT CLEANING/AIR FRES
620142	166	CINTAS CORP 240	411797		EFT	12/17/2025	375.37	MAT CLEANING/AIR FRES
620144	42603	SUDDEN SERVICE INC	411799	251857	EFT	12/17/2025	10,613.93	REPAIR TO GENERATOR @
620145	380	LOWES ACCTS RECEIVABLE PR	411800	260112	INV	12/17/2025	1,648.50	PLYWOOD AND TREATED 4
620146	883	WARREN PAVING INC	411801	260465	EFT	12/17/2025	10,371.00	WORK AUTH 82: 1127 RI
620147	883	WARREN PAVING INC	411802	260354	EFT	12/17/2025	215,137.82	WA 80: PAV @ W RAILRO
620148	6528	FLEETCOR	411803		EFT	12/17/2025	376.43	ACCT 126554: PW ADMIN
620149	6528	FLEETCOR	411804		EFT	12/17/2025	47.80	ACCT 126555: WATER IN
620150	6528	FLEETCOR	411805		EFT	12/17/2025	477.35	ACCT 126559: TRAFFIC
620151	969	WASTE MANAGEMENT OF MS	411806		INV	12/17/2025	3,987.57	2 WEEK ROLL OFF DUMPS

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VOUCHER	VENDOR	DOCUMENT	PO	TYPE	DUE DATE	AMOUNT	COMMENT
620152	40182 WASTE PRO OF MISSISSIPPI	411807		EFT	12/17/2025	84.97	TOILET RENTALS AT 3 S
620322	43470 T L WALLACE CONSTRUCTION	411977	250689	EFT	12/17/2025	183,122.95	CONSTRUCTION SERVICES
620323	43178 JP MORGAN CHASE BANK NA	411978		EFT	12/17/2025	336.00	SQSP* WEBSIT#20742571
620324	43178 JP MORGAN CHASE BANK NA	411979		EFT	12/17/2025	249.75	SP LEE DISPLAY
620325	43178 JP MORGAN CHASE BANK NA	411980		EFT	12/17/2025	1,073.50	WILD HORSE PASS HOTEL
620326	43178 JP MORGAN CHASE BANK NA	411981		EFT	12/17/2025	84.00	RPS GULFPORT
620327	43178 JP MORGAN CHASE BANK NA	411982		EFT	12/17/2025	-158.72	FOXRENTACAR PHOENIX
620328	43178 JP MORGAN CHASE BANK NA	411983		EFT	12/17/2025	25.07	CHEVRON 0356662
620329	43178 JP MORGAN CHASE BANK NA	411984		EFT	12/17/2025	40.00	AMERICAN AIRLINES
620330	43178 JP MORGAN CHASE BANK NA	411985		EFT	12/17/2025	8.08	CONSTELLIX
620331	43178 JP MORGAN CHASE BANK NA	411986		EFT	12/17/2025	9.49	AMAZON MKTPL
620332	43178 JP MORGAN CHASE BANK NA	411987		EFT	12/17/2025	35.72	SHELL OIL 57529537607
620333	43178 JP MORGAN CHASE BANK NA	411988		EFT	12/17/2025	23.17	SHELL OIL 12399851000
620334	43178 JP MORGAN CHASE BANK NA	411989		EFT	12/17/2025	66.31	O'REILLY 977
620335	43178 JP MORGAN CHASE BANK NA	411990		EFT	12/17/2025	175.95	LEE WRANGLER
620336	43178 JP MORGAN CHASE BANK NA	411991		EFT	12/17/2025	84.66	LEE WRANGLER
620337	43178 JP MORGAN CHASE BANK NA	411992		EFT	12/17/2025	203.96	AMAZON MKTPL
620338	43178 JP MORGAN CHASE BANK NA	411993		EFT	12/17/2025	306.02	DILLARDS 758 EDGEWATE
620339	43178 JP MORGAN CHASE BANK NA	411994		EFT	12/17/2025	138.03	DILLARDS 758 EDGEWATE
620340	43178 JP MORGAN CHASE BANK NA	411995		EFT	12/17/2025	229.15	IN *DE L'EPEE DEAF CE
620341	43178 JP MORGAN CHASE BANK NA	411996		EFT	12/17/2025	165.63	AT HOME STORE #82
620342	43178 JP MORGAN CHASE BANK NA	411997		EFT	12/17/2025	3,623.00	GOLF CART KING
620343	43178 JP MORGAN CHASE BANK NA	411998		EFT	12/17/2025	10.64	WM SUPERCENTER #969
620344	43178 JP MORGAN CHASE BANK NA	411999		EFT	12/17/2025	95.90	SAMS CLUB #8236
620345	43178 JP MORGAN CHASE BANK NA	412000		EFT	12/17/2025	53.58	AMAZON MKTPL
620346	43178 JP MORGAN CHASE BANK NA	412001		EFT	12/17/2025	483.43	AMAZON MKTPL
620347	43178 JP MORGAN CHASE BANK NA	412002		EFT	12/17/2025	103.00	CALLFIRE INC
620348	43178 JP MORGAN CHASE BANK NA	412003		EFT	12/17/2025	2,994.00	SQ *JOE SERIO ENTERPR
620349	43178 JP MORGAN CHASE BANK NA	412004		EFT	12/17/2025	375.15	--IMPRINTNOW
620350	43178 JP MORGAN CHASE BANK NA	412005		EFT	12/17/2025	488.28	ATT
620351	43178 JP MORGAN CHASE BANK NA	412006		EFT	12/17/2025	83.67	AMAZON MKTPL
620352	43178 JP MORGAN CHASE BANK NA	412007		EFT	12/17/2025	25.68	SAMSCLUB #8236
620353	43178 JP MORGAN CHASE BANK NA	412008		EFT	12/17/2025	24.95	AMAZON.COM*NK8TI18I2
620354	43178 JP MORGAN CHASE BANK NA	412009		EFT	12/17/2025	341.77	EXPEDIA 7329428988466
620355	43178 JP MORGAN CHASE BANK NA	412010		EFT	12/17/2025	280.71	SAMSCLUB #8236
620356	43178 JP MORGAN CHASE BANK NA	412011		EFT	12/17/2025	214.38	AMAZON MKTPL
620357	43178 JP MORGAN CHASE BANK NA	412012		EFT	12/17/2025	1,736.95	AMAZON MKTPL
620358	43178 JP MORGAN CHASE BANK NA	412013		EFT	12/17/2025	41.72	PHILLIPS BUILDING SUP
620359	43178 JP MORGAN CHASE BANK NA	412014		EFT	12/17/2025	320.99	OFFICE DEPOT #1127
620360	43178 JP MORGAN CHASE BANK NA	412015		EFT	12/17/2025	10.26	LOWES #00466

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VOUCHER	VENDOR	DOCUMENT	PO	TYPE	DUE DATE	AMOUNT	COMMENT
620361	43178 JP MORGAN CHASE BANK NA	412016		EFT	12/17/2025	835.36	AMERICAN AIRLINES
620362	43178 JP MORGAN CHASE BANK NA	412017		EFT	12/17/2025	423.85	SINGER H&R - GULFPORT
620363	43178 JP MORGAN CHASE BANK NA	412018		EFT	12/17/2025	115.38	SAMSCLUB #8236
620364	43178 JP MORGAN CHASE BANK NA	412019		EFT	12/17/2025	835.36	AMERICAN AIRLINES
620365	43178 JP MORGAN CHASE BANK NA	412020		EFT	12/17/2025	925.00	TRAFFICSAFETYSTORE.CO
620366	43178 JP MORGAN CHASE BANK NA	412021		EFT	12/17/2025	835.36	AMERICAN AIRLINES
620367	43178 JP MORGAN CHASE BANK NA	412022		EFT	12/17/2025	3,177.00	PAYPAL
620368	43178 JP MORGAN CHASE BANK NA	412023		EFT	12/17/2025	103.54	OFFICE DEPOT #437
620369	43178 JP MORGAN CHASE BANK NA	412024		EFT	12/17/2025	104.39	AMAZON MKTPL
620370	43178 JP MORGAN CHASE BANK NA	412025		EFT	12/17/2025	229.99	HARBOR FREIGHT TOOLS
620371	43178 JP MORGAN CHASE BANK NA	412026		EFT	12/17/2025	108.06	AMAZON.COM*NK48X2DL2
620372	43178 JP MORGAN CHASE BANK NA	412027		EFT	12/17/2025	32.08	AT HOME STORES ONLINE
620373	43178 JP MORGAN CHASE BANK NA	412028		EFT	12/17/2025	386.18	MSPOLICECHIEFS
620374	43178 JP MORGAN CHASE BANK NA	412029		EFT	12/17/2025	60.00	MSU CAMPUS COMMERCE
620375	43178 JP MORGAN CHASE BANK NA	412030		EFT	12/17/2025	428.04	--IMPRINTNOW
620376	43178 JP MORGAN CHASE BANK NA	412031		EFT	12/17/2025	38.68	AMAZON MKTPL
620377	43178 JP MORGAN CHASE BANK NA	412032		EFT	12/17/2025	71.99	AMAZON MKTPL
620378	43178 JP MORGAN CHASE BANK NA	412033		EFT	12/17/2025	71.99	AMAZON MKTPL
620379	43178 JP MORGAN CHASE BANK NA	412034		EFT	12/17/2025	77.94	AMAZON MKTPL
620380	43178 JP MORGAN CHASE BANK NA	412035		EFT	12/17/2025	21.95	AMAZON MKTPL
620381	43178 JP MORGAN CHASE BANK NA	412036		EFT	12/17/2025	712.75	DOUBLETREE HOTELS
620382	43178 JP MORGAN CHASE BANK NA	412037		EFT	12/17/2025	256.67	CLOUDBADGING
620383	43178 JP MORGAN CHASE BANK NA	412038		EFT	12/17/2025	8.54	AMAZON MKTPL
620384	43178 JP MORGAN CHASE BANK NA	412039		EFT	12/17/2025	35.99	AMAZON MKTPL
620385	43178 JP MORGAN CHASE BANK NA	412040		EFT	12/17/2025	172.23	AMAZON.COM*BT9A68CS2
620386	43178 JP MORGAN CHASE BANK NA	412041		EFT	12/17/2025	9.70	AMAZON MKTPL
620387	43178 JP MORGAN CHASE BANK NA	412042		EFT	12/17/2025	35.01	CIRCLE K 09771
620388	43178 JP MORGAN CHASE BANK NA	412043		EFT	12/17/2025	9.49	AMAZON MKTPL
620389	43178 JP MORGAN CHASE BANK NA	412044		EFT	12/17/2025	26.82	CIRCLE K # 21570
620390	43178 JP MORGAN CHASE BANK NA	412045		EFT	12/17/2025	49.14	AMAZON.COM*BT81C65F0
620391	43178 JP MORGAN CHASE BANK NA	412046		EFT	12/17/2025	77.94	AMAZON MKTPL
620392	43178 JP MORGAN CHASE BANK NA	412047		EFT	12/17/2025	27.87	MARATHON 180133
620393	43178 JP MORGAN CHASE BANK NA	412048		EFT	12/17/2025	35.00	AMAZON MKTPL
620394	43178 JP MORGAN CHASE BANK NA	412049		EFT	12/17/2025	1,337.28	SPRINGHILL SUITES PUN
620395	43178 JP MORGAN CHASE BANK NA	412050		EFT	12/17/2025	23.92	PILOT_04556
620396	43178 JP MORGAN CHASE BANK NA	412051		EFT	12/17/2025	24.00	AMAZON.COM*BT37H9ZM2
620397	43178 JP MORGAN CHASE BANK NA	412052		EFT	12/17/2025	6.92	AMAZON MKTPL
620398	43178 JP MORGAN CHASE BANK NA	412053		EFT	12/17/2025	54.53	KOHL'S #1340
620399	43178 JP MORGAN CHASE BANK NA	412054		EFT	12/17/2025	125.40	AMAZON MKTPL
620400	43178 JP MORGAN CHASE BANK NA	412055		EFT	12/17/2025	1,108.28	AMAZON MKTPL

CITY OF GULFPORT

ACCOUNTS PAYABLE WARRANT REPORT

Warrant List by Voucher

WARRANT: 12172025 12/17/2025

VOUCHER	VENDOR	DOCUMENT	PO	TYPE	DUE DATE	AMOUNT	COMMENT
620401	43178 JP MORGAN CHASE BANK NA	412056		EFT	12/17/2025	174.19	AMAZON MKTPL
620402	43178 JP MORGAN CHASE BANK NA	412057		EFT	12/17/2025	20.00	CLAUDE.AI SUBSCRIPTIO
620403	43178 JP MORGAN CHASE BANK NA	412058		EFT	12/17/2025	412.18	AMERICAN AIRLINES
620404	43178 JP MORGAN CHASE BANK NA	412059		EFT	12/17/2025	64.20	ELITE SCREEN PRINTING
620405	43178 JP MORGAN CHASE BANK NA	412060		EFT	12/17/2025	-36.81	AMAZON MKTPLACE PMTS
620406	43178 JP MORGAN CHASE BANK NA	412061		EFT	12/17/2025	19.00	AMAZON MKTPL
620407	43178 JP MORGAN CHASE BANK NA	412062		EFT	12/17/2025	54.92	AMERICAN AIRLINES
620408	43178 JP MORGAN CHASE BANK NA	412063		EFT	12/17/2025	-27.63	AMERICAN AIRLINES
620409	43178 JP MORGAN CHASE BANK NA	412064		EFT	12/17/2025	342.31	AMAZON MKTPL
620410	43178 JP MORGAN CHASE BANK NA	412065		EFT	12/17/2025	110.65	HOBBY-LOBBY #497
620411	43178 JP MORGAN CHASE BANK NA	412066		EFT	12/17/2025	64.01	WM SUPERCENTER #969
620412	43178 JP MORGAN CHASE BANK NA	412067		EFT	12/17/2025	213.07	AMAZON MKTPL
620413	43178 JP MORGAN CHASE BANK NA	412068		EFT	12/17/2025	120.00	CANVA* I04698-4089409
620414	43178 JP MORGAN CHASE BANK NA	412069		EFT	12/17/2025	89.85	AMAZON MKTPL
620415	43178 JP MORGAN CHASE BANK NA	412070		EFT	12/17/2025	79.99	AMAZON MKTPL
620416	43178 JP MORGAN CHASE BANK NA	412071		EFT	12/17/2025	299.65	IN *DE L'EPEE DEAF CE
620417	43178 JP MORGAN CHASE BANK NA	412072		EFT	12/17/2025	919.17	GRAND MARRIOTT
620418	43178 JP MORGAN CHASE BANK NA	412073		EFT	12/17/2025	278.47	AMAZON MKTPL
620419	43178 JP MORGAN CHASE BANK NA	412074		EFT	12/17/2025	718.00	SPARKLIGHT ACP
620420	43178 JP MORGAN CHASE BANK NA	412075		EFT	12/17/2025	100.00	SQ *ITS ALWAYS SOMETH
620421	43178 JP MORGAN CHASE BANK NA	412076		EFT	12/17/2025	332.41	AMAZON MKTPL
620422	43178 JP MORGAN CHASE BANK NA	412077		EFT	12/17/2025	150.00	GULF STATES
620423	43178 JP MORGAN CHASE BANK NA	412078		EFT	12/17/2025	161.88	AMAZON.COM*B89RM4N12
620424	43178 JP MORGAN CHASE BANK NA	412079		EFT	12/17/2025	19.59	AMAZON MKTPL
620425	43178 JP MORGAN CHASE BANK NA	412080		EFT	12/17/2025	-224.91	AMAZON MKTPLACE PMTS
620426	43178 JP MORGAN CHASE BANK NA	412081		EFT	12/17/2025	144.21	AMAZON MKTPL
620427	43178 JP MORGAN CHASE BANK NA	412082		EFT	12/17/2025	100.00	ASSOCIATION OF GOVERN
620428	43178 JP MORGAN CHASE BANK NA	412083		EFT	12/17/2025	889.51	HOLIDAY INN EXPRESS
620429	43178 JP MORGAN CHASE BANK NA	412084		EFT	12/17/2025	59.99	AMAZON.COM*B82O15VU2
620430	43178 JP MORGAN CHASE BANK NA	412085		EFT	12/17/2025	119.98	AMAZON.COM*B86Z362U0
620431	43178 JP MORGAN CHASE BANK NA	412086		EFT	12/17/2025	56.99	AMAZON.COM*B84H15KV1
620432	43178 JP MORGAN CHASE BANK NA	412087		EFT	12/17/2025	70.27	AMAZON MKTPL
620433	43178 JP MORGAN CHASE BANK NA	412088		EFT	12/17/2025	7.99	AMAZON MKTPL
620434	43178 JP MORGAN CHASE BANK NA	412089		EFT	12/17/2025	178.15	AMAZON MKTPL
620435	43178 JP MORGAN CHASE BANK NA	412090		EFT	12/17/2025	173.34	CCI
620436	43178 JP MORGAN CHASE BANK NA	412091		EFT	12/17/2025	6.41	HOBBY-LOBBY #497
620437	43178 JP MORGAN CHASE BANK NA	412092		EFT	12/17/2025	177.28	OFFICESUPPLY.COM
620438	43178 JP MORGAN CHASE BANK NA	412093		EFT	12/17/2025	440.60	HOBBY-LOBBY #497
620439	43178 JP MORGAN CHASE BANK NA	412094		EFT	12/17/2025	27.95	AMAZON MKTPL
620440	43178 JP MORGAN CHASE BANK NA	412095		EFT	12/17/2025	69.99	AMAZON.COM*B00T20FM0

ACCOUNTS PAYABLE WARRANT REPORT

Warrant List by Voucher

WARRANT: 12172025 12/17/2025

VOUCHER	VENDOR	DOCUMENT	PO	TYPE	DUE DATE	AMOUNT	COMMENT
620441	43178 JP MORGAN CHASE BANK NA	412096		EFT	12/17/2025	118.45	AMAZON MKTPL
620442	43178 JP MORGAN CHASE BANK NA	412097		EFT	12/17/2025	198.00	ENVATO
620443	43178 JP MORGAN CHASE BANK NA	412098		EFT	12/17/2025	19.95	AMAZON MKTPL
620444	43178 JP MORGAN CHASE BANK NA	412099		EFT	12/17/2025	458.66	COMFORT SUITES FL907
620445	43178 JP MORGAN CHASE BANK NA	412100		EFT	12/17/2025	442.61	COMFORT SUITES FL907
620446	43178 JP MORGAN CHASE BANK NA	412101		EFT	12/17/2025	36.68	IDEAL APPLIANCE PARTS
620447	43178 JP MORGAN CHASE BANK NA	412102		EFT	12/17/2025	69.99	ADOBE INC
620448	43178 JP MORGAN CHASE BANK NA	412103		EFT	12/17/2025	61.21	AMAZON MKTPL
620449	43178 JP MORGAN CHASE BANK NA	412104		EFT	12/17/2025	98.98	AMAZON MKTPL
620450	43178 JP MORGAN CHASE BANK NA	412105		EFT	12/17/2025	23.70	AMAZON MKTPL
620451	43178 JP MORGAN CHASE BANK NA	412106		EFT	12/17/2025	1,334.24	AMAZON MKTPL
620452	43178 JP MORGAN CHASE BANK NA	412107		EFT	12/17/2025	14.97	ACADEMY SPORTS #58
620453	43178 JP MORGAN CHASE BANK NA	412108		EFT	12/17/2025	19.99	AMAZON MKTPL
620454	43178 JP MORGAN CHASE BANK NA	412109		EFT	12/17/2025	33.70	SQ *PAISLEY GRACE
620455	43178 JP MORGAN CHASE BANK NA	412110		EFT	12/17/2025	-120.00	CANVA* I04698-4089409
620456	43178 JP MORGAN CHASE BANK NA	412111		EFT	12/17/2025	1,541.59	SP XMAS LIGHT EMPORIU
620457	43178 JP MORGAN CHASE BANK NA	412112		EFT	12/17/2025	119.99	AMAZON MKTPL
620458	43178 JP MORGAN CHASE BANK NA	412113		EFT	12/17/2025	55.97	AMAZON MKTPL
620459	43178 JP MORGAN CHASE BANK NA	412114		EFT	12/17/2025	9.99	GOOGLE *GOOGLE ONE
620460	43178 JP MORGAN CHASE BANK NA	412115		EFT	12/17/2025	12.82	AMAZON MKTPL
620461	43178 JP MORGAN CHASE BANK NA	412116		EFT	12/17/2025	2,250.30	HOBBY-LOBBY #497
620462	43178 JP MORGAN CHASE BANK NA	412117		EFT	12/17/2025	53.98	KORNERBATL
620463	43178 JP MORGAN CHASE BANK NA	412118		EFT	12/17/2025	58.10	CIRCLE K # 09831
620464	43178 JP MORGAN CHASE BANK NA	412119		EFT	12/17/2025	91.88	COASTAL POSTAL RP
620465	43178 JP MORGAN CHASE BANK NA	412120		EFT	12/17/2025	629.93	AMAZON MKTPL
620466	43178 JP MORGAN CHASE BANK NA	412121		EFT	12/17/2025	42.28	AMAZON MKTPL
620467	43178 JP MORGAN CHASE BANK NA	412122		EFT	12/17/2025	241.34	HOLIDAY INN MERIDIAN
620468	43178 JP MORGAN CHASE BANK NA	412123		EFT	12/17/2025	132.06	HOBBY-LOBBY #497
620469	43178 JP MORGAN CHASE BANK NA	412124		EFT	12/17/2025	115.56	LUCIDCHART.COM/CHARGE
620470	43178 JP MORGAN CHASE BANK NA	412125		EFT	12/17/2025	98.71	AMAZON MKTPL
620471	43178 JP MORGAN CHASE BANK NA	412126		EFT	12/17/2025	190.34	AMAZON MKTPL
620472	43178 JP MORGAN CHASE BANK NA	412127		EFT	12/17/2025	1,037.88	AMAZON MKTPL
620473	43178 JP MORGAN CHASE BANK NA	412128		EFT	12/17/2025	128.76	MICHAELS STORES 5022
620474	43178 JP MORGAN CHASE BANK NA	412129		EFT	12/17/2025	261.76	THE HOME DEPOT 2901
620475	43178 JP MORGAN CHASE BANK NA	412130		EFT	12/17/2025	219.25	JCPENNEY 0688
620476	43178 JP MORGAN CHASE BANK NA	412131		EFT	12/17/2025	181.37	DILLARDS 758 EDGEWATE
620477	43178 JP MORGAN CHASE BANK NA	412132		EFT	12/17/2025	50.93	DOLLAR GENERAL #17909
620478	43178 JP MORGAN CHASE BANK NA	412133		EFT	12/17/2025	863.24	AMAZON MKTPL
620479	43178 JP MORGAN CHASE BANK NA	412134		EFT	12/17/2025	900.00	OPENAI *CHATGPT SUBSC
620480	43178 JP MORGAN CHASE BANK NA	412135		EFT	12/17/2025	790.00	TOMORROW.CITY USA

CITY OF GULFPORT

ACCOUNTS PAYABLE WARRANT REPORT

Warrant List by Voucher

WARRANT: 12172025 12/17/2025

VOUCHER	VENDOR	DOCUMENT	PO	TYPE	DUE DATE	AMOUNT	COMMENT
620481	43178 JP MORGAN CHASE BANK NA	412136		EFT	12/17/2025	188.40	HOBBY-LOBBY #497
620482	43178 JP MORGAN CHASE BANK NA	412137		EFT	12/17/2025	900.00	OPENAI *CHATGPT SUBSC
620483	43178 JP MORGAN CHASE BANK NA	412138		EFT	12/17/2025	900.00	SQ *1 MINUTE OUT
620484	43178 JP MORGAN CHASE BANK NA	412139		EFT	12/17/2025	394.95	NECI 9-1-1* O #4048
620485	43178 JP MORGAN CHASE BANK NA	412140		EFT	12/17/2025	20.00	PAYPAL
620486	43178 JP MORGAN CHASE BANK NA	412141		EFT	12/17/2025	495.00	PAYPAL
620487	43178 JP MORGAN CHASE BANK NA	412142		EFT	12/17/2025	34.18	LOWES #00466
620488	43178 JP MORGAN CHASE BANK NA	412143		EFT	12/17/2025	173.96	AMAZON MKTPL
620489	43178 JP MORGAN CHASE BANK NA	412144		EFT	12/17/2025	282.47	HOMEDEPOT.COM
620490	43178 JP MORGAN CHASE BANK NA	412145		EFT	12/17/2025	23.99	AMAZON MKTPL
620491	43178 JP MORGAN CHASE BANK NA	412146		EFT	12/17/2025	61.16	LOWES #00466
620493	43637 ARTHUR J GALLAGHER & CO	412148		EFT	12/17/2025	21,648.90	SECOND QUARTER BILLIN
					WARRANT TOTAL	7,096,137.65	

SERVICE AGREEMENT

between

City of Gulfport

and

GoPhoto LLC

Date: 14 oktober 2025

11042025_20

The Parties		
Name	**GoPhoto LLC**	**City of Gulfport**
Address	9545 South John Young Parkway, Suite 222, Orlando, FL 32819	PO BOX 1780 Gulfport, MS 39502
FEIN	US: 93-3529151	US: 64-6000413
Contact person	Jorrit Simons | Jorrit@gophoto.nl	Billy Lehman | blehman@gulfport-ms.gov

Short summary	
How to read this Agreement	This agreement (the **Agreement**) contains the key terms. In addition the following annexes are included and applicable: ~~• Annex 1 – Detailed cost overview~~ • Annex 2 – Terms and conditions (the **Terms**) • Annex 3 – Service level agreement (the **SLA**)
Services	GoPhoto shall provide the following services to the Client: • Software, with the purpose to offer a valuable *photo experience* to the visitors of the Client (the **Software**); • hardware to operate the Software (the **Hardware**); • a website and payment structure so the Client can sell the photos and videos to its visitors (the **Website**). together: the **Services**.

Key commercial terms	
1. **Start Date**	The Agreement enters into force at the time of its signing by the Parties.
2. **Term**	The Agreement enters into force at the time of its signing by the Parties and shall be valid until the 31st of December 2026.
3. **Location**	City of Gulfport
4. **Installation**	**Remote**
5. **Hardware**	GoPhoto shall provide and sell to the Client the relevant photography hardware (the **Hardware**) as set out in Annex 1.
6. **Visitor Pricing**	The Client may sell the photos and videos directly to its visitors. The Client is free to determine the pricing.
7. **Payment Structure**	GoPhoto will provide Client with ADYEN POS terminals to collect card payments on the Website and in the Locations: • Parties shall enter into a separate agreement to set up the merchant and connecting Clients bank account for pay outs. • A KYC process needs to be completed.

8. Pricing	
One-Off	~~**Hardware & Installation**~~ • ~~Total costs: $ [•]~~ • ~~Details: see Annex 1~~ • ~~3 backgrounds and 2 rounds of feedback with our design team included~~
Consumables	~~**Photo Products**~~ • ~~Total costs: $ [•]~~ • ~~Details: see Annex 1~~ • ~~2 rounds of feedback with our design team included~~
Recurring Fees	**Photo Concession** • *Software licence fee** o For each photo printed at the Print Station, $ 0,95 per photo. • *Digital Package fee* o For each digital package sold at an Order Station, $ 2,50 o For each digital package sold on the Photo Website $ 6,00 **Software Fee includes upgrades of the Software. Significant changes to the Software and tailor-made adjustments to the Software, are not included.*
Other	**Transaction Fee** • For each transaction: o Processing fee of $ 0,20; and o Payment method fee Interchange ++* **Varies per card, Adyen's Payment Method price list available upon request.* **Expenses** • Reimbursement for expenses compliant with Article 5 of the Terms.
9. TAX	All communicated prices are excluding sales TAX and/or local TAX
10. Payment schedule	~~**Hardware**~~ • ~~First payment: 70% of the Hardware Fee shall be paid to GoPhoto within 14 days from receipt of the invoice of GoPhoto;~~

	~~• Second payment: 30% of the Hardware Fee shall be paid within 30 days after GoPhoto completes installation at the venue.~~ ~~**Photo products***~~ ~~• The Client shall pay the invoice to GoPhoto within 30 days from receipt of the invoice.~~ ~~*If the Client starts operating within 30 days from the signature date, Client shall pay the invoice to GoPhoto within 7 days from receipt of the invoice.~~ **Photo Concession Fee** • GoPhoto shall invoice the Client at the end of each month. The failure to pay invoiced within 30 days from receipt constitutes a default under the Agreement. **Transaction Fee** • The Transaction Fee shall be directly withdrawn from the Client's merchant account on ADYEN.
11. Communication to visitors	The Client is solely responsible to: • clearly inform visitors at all Locations that photography and videography are integral part of the experience offered by the Client to the visitor before they buy the experience; and • ensure that visitors can easily access information about the processing of their personal data, such as by providing QR codes linking to the applicable privacy policies. *Please refer to Article 10 of the T&C*

Key legal terms	
1. Annexes	All annexes attached to this Agreement are incorporated into and form an integral part of the Agreement. In case of any inconsistency or conflict between the Agreement and the Annexes, the Agreement will prevail.
2. Right to suspend	GoPhoto reserves the right to suspend its services if the Client fails to meet overdue payment obligations within 60 days of the first reminder.
3. Applicable law	Florida law.
4. Dispute resolution	In the event of a dispute, the Parties shall attempt to resolve it in accordance with Article 13 of the Terms. If the dispute remains unresolved, the Court of Delaware, The United States, shall have exclusive jurisdiction.

Signed	
GoPhoto LLC By: Daniel Duivestein Title: CEO Date: 11/25/25 Place: Orlando, USA	**Client** By: Hugh Keating Title: Mayor Date: 11/5/2025 Place: Gulfport, MS

ANNEXES

1. ~~Detailed cost overview~~
2. Terms & Conditions
3. Service Level Agreement

CITY OF GULFPORT, MISSISSIPPI
STANDARD TERMS AND CONDITIONS RIDER / ADDENDUM TO CONTRACT FOR SERVICES

Notwithstanding any term or condition to the contrary contained within any contract wherein the City of Gulfport, Mississippi ("City") is a party, or in any quotation, voucher or purchase order which this Addendum accompanies or to which it is attached ("Contract"), the City does not waive any rights, benefits or prohibitions that may be provided under any law, statute, regulation, or policy. Any and all terms or conditions to the contrary in any Contract to which the City is a party are hereby null, void and deleted. This Addendum shall be deemed incorporated into the Contract and the following terms and conditions shall take precedence over all other terms and conditions. Approval of the Contract by the City's Governing Authority and all amendments thereto is subject to and conditioned on these terms and conditions.

1. **Governing Law/Venue**. The Contract is governed and controlled by the laws of the State of Mississippi. All suits, claims, cases, controversies, actions, disputes, complaints and/or orders related to, arising from, in connection with, or to construe or enforce the Contract shall be governed by the laws of the State of Mississippi, without regard to its conflicts of law principles. The courts of the First Judicial District of Harrison County, Mississippi shall be the sole and exclusive jurisdiction and venue for any civil action related to this Contract, and the Contractor irrevocably consents to jurisdiction in said courts and waives any argument that such courts are not a convenient forum for such litigation. Any provision which purports to establish venue outside the State of Mississippi is deleted and void.

2. **Compliance with Applicable Federal and State Laws**. During the pendency and performance of this Contract, the Contractor agrees to comply with and be bound by all applicable or otherwise governing provisions of Federal and State laws as the same are applicable to Contractor under the Contract or to which Contractor is required to comply with as a result of the City's funding source for the Contract.

3. **Availability of Funds**. The continuance of the Contract with the City is based upon the availability of funds. Therefore, this contract can be cancelled by the City with thirty (30) days' notice to the Contractor at the end of the fiscal period in the event funds are not appropriated by the funding authority. In such event, any property covered by a lease shall be returned to the lessor.

4. **Taxes**. The Contractor is liable for all taxes arising from, related to, or in connection with the Contract or the performance of the Contract. Pursuant to Mississippi law, the City is generally exempt from state sales and use tax. The City will not pay excise, personal property, real property, income, value added, or any other similar taxes. If the Contractor is liable for such taxes, the Contractor shall take such into consideration in pricing and the same will not be added to the price of the Contract. It is the Contractor's responsibility to contact the local taxing authority in the state and county where equipment will be located to determine possible tax liabilities in connection with the Contract.

5. **Attorneys and Collection Fees**. Any references to payment of attorney or collection fees by the City are deleted or otherwise void.

6. **Indemnification**. Any references to the City indemnifying, defending or holding harmless the Contractor or any other party, person, or entity are deleted or otherwise void.

7. **Time Limitations**. Any provision limiting the timeframe upon which the City can assert, file, or pursue a claim, lawsuit, or legal proceeding in connection with the Contract is deleted or otherwise void.

8. **Disclaimer of Warranties**. The City does not waive, disclaim or exclude any warranties of any non-City party, person, or entity, including without limitation, any non-City party's, person's, or entity's warranties of merchantability or fitness for a particular use or any common law warranties to which the City may be entitled under any circumstance or condition.

9. **Waiver of Claims; Remedies or Damages**. The City does not waive any claim, right, or cause of action (present, past or future) that in any way may arise out of or be related to the Contract. The City further does not waive any type or category of remedies or damages to which it may be afforded or entitled under any circumstance or condition.

10. **Limitation of Liability/Damages**. The City does not limit the liability of a non-City party, person, or entity for any negligent, grossly negligent, reckless, or intentional act of omission or commission, or any combination thereof. The City further does not limit the liability of any non-City party, person, or entity to the amount of the contract or to any other set amount.

11. **Liquidated Damages**. Any references to payment of liquidated damages by the City in the Contract are deleted and void.

12. **Immunities**. The City and its employees and officials do not waive their sovereign immunity or any immunity to which any of them are entitled or conferred under Federal or State law.

13. **Liability of City; Tort Claims Act**. The City shall only be responsible for liability resulting from the acts or omissions of its employees acting within the course and scope of their official duties to the degree and within the parameters permitted or set out under the Mississippi Tort Claims Act. (Miss. Code Ann. §§ 11-46-1, et seq.). Any provisions, terms, or conditions of the Contract that violate or are inconsistent with any applicable or governing provision or term of the Mississippi Tort Claims Act are deleted or otherwise are void.

14. **Control of Litigation**. Any provision giving the Contractor exclusive control over litigation is deleted or otherwise void.

15. **Insurance of City**. Any provision of the Contract that requires the City to purchase any form of insurance is deleted, and any provision of the Contract that requires the City to name a non-City party, person, or entity as an additional insured is deleted or otherwise void.

16. **Arbitration**. The City does not agree to submit to arbitration or mediation in any form and any provision, term, or condition in the Contract to the contrary is deleted or otherwise void.

17. **Unauthorized Payments**. The City does not agree to pay any extra compensation, fees, or allowances after service has been rendered or a contract has been made, or for any payment not authorized by law.

18. **Breach of Contract**. In the event either party materially breaches the Contract, the non-breaching party may terminate the Contract upon thirty (30) days written notice to the breaching party. Such termination shall not prejudice the non-breaching party's right to pursue any and all other legal or equitable remedies available to it.

19. **Assignment/Third Party Beneficiary**. Neither party may assign its rights or delegate its duties under the Contract without the prior written consent of the other party, which shall not be unreasonably withheld. Any purported assignment of rights in violation of this provision is void. The Contract does not and is not intended to confer any rights or remedies upon any persons other than the parties to the Contract.

20. **Public Records**. The parties acknowledge that the City is subject to the Mississippi Public Records Act (Miss. Code Ann. §§ 25-61-1, et seq.). Any agreement regarding confidentiality that may be contained in the Contract shall be construed in accord with such Act, and the release of any public record supersedes any applicable non-disclosure or confidentiality obligation of the City.

21. **City Employment**. Any provision penalizing the City for hiring an employee of Contractor is deleted or otherwise void.

22. **Governmental Entity**. The Contractor recognizes and acknowledges that the City is a political subdivision of the State of Mississippi and enters into the Contract only to the extent authorized by Mississippi law. Any provision of the Contract and any amendment thereto that is not authorized by or is inconsistent with Mississippi law are invalid and deleted or otherwise void.

23. **Contracting Authority**. The Contractor acknowledges that the individual executing the Contract on behalf of the City is doing so in his/her official capacity only. To the extent any provision contained in the Contract exceeds such authority, Contractor agrees that it will not look to the individual in his/her personal capacity or otherwise seek to hold the individual personally liable for exceeding such authority or by which to seek relief from such individual as a guarantor thereof.

24. **Employment Protection Act**. Contractor represents and warrants that it will ensure compliance with the Mississippi Employment Protection Act (Miss. Code Ann. §§ 71-11-1, et seq.) as required.

25. **Independent Contractor.** It is understood by the parties that Contractor, including its employees, is an independent contractor and is not an employee or agent of City. Contractor understands and agrees that neither it nor its employees performing services hereunder shall be entitled to any of the rights, fringe benefits and privileges established for City employees. Contractor retains sole and absolute discretion, control and judgment in the manner and means of carrying out its assignments. Contractor and its employees shall at all times be acting as and deemed to be independent contractors. Nothing contained in the Contract shall be construed to

create a partnership, joint venture, agency or employment relationship between Contractor and City. City shall have no responsibility for any of Contractor's debts, liabilities or other obligations or for the intentional, reckless, negligent or unlawful acts or omissions of Contractor or Contractor's employees or agents. In addition, Contractor may not bind City in any way whatsoever with respect to third parties. If the Agreement requires Contractor to provide on-site services to City, Contractor shall comply with City applicable policies and procedures for facility access for any persons performing services on-site at City.

26. **Entire Agreement**. The parties acknowledge that the Contract, including this Addendum, sets forth the entire agreement and understanding of the parties as to the subject matter(s) including
therein.

27. **Modification; Amendment**. The contract may only be modified by a written amendment authorized and executed by all parties to the contract. No oral statements shall modify or otherwise affect the terms, conditions or specification of the contract.

28. **Waiver of Jury Trial**. The City shall not be subject to the terms of any provision contained in the Contract or any supplemental terms that may seek to waive its right to a jury trial, and any such term(s) requiring same shall be of no force or effect as against the City.

29. **Renewal / Extension of Term**. Any extension or renewal may be subject to approval by the City's Governing Authority and shall be subject to the terms of the City's Standard Contract Addendum that is in effect at that time.

30. **Conflict of Terms**. To the extent there is a conflict between the terms of this Addendum and the terms of the Contract or any supplemental or amended terms thereof, the terms of this Addendum will control. Upon expiration or termination of the Contract, the terms of this Addendum shall survive and will apply with respect to any dispute that may exist between or among the parties.

31. **Failure to Enforce**. Failure by City at any time to enforce any of the provisions of the Contract or this Addendum shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of the Contract or any part thereof or the right of the City to enforce any provision at any time in accordance with its terms.

32. **Insurance**. If the aggregate sum to be paid by City to Contractor shall exceed $5,000.00, and unless the Contract requires higher limits, which shall therefore control over the amounts in this Paragraph / Section, Contractor shall (minimally) have general liability insurance in an amount not less than $1,000,000.00 for bodily injury and property damage, and Contractor shall identify and list City as an additional insured under such coverage and provide to City a copy of the applicable Certificate of Insurance at the time of execution of the Contract. Contractor shall comply with Mississippi law with regard to workers compensation insurance during the pendency of the Contract.

33. **No Security Interest or Lien**. Any term or provision that attempts to grant or give Contractor a security interest in or a lien placed on any property of the City under any circumstance or condition is void and deleted from the Contract.

34. **Notices**. All notices, consents, waivers, and other communications required or permitted by this Contract shall be in writing and shall be deemed given to a party when (a) delivered personally (hand-delivered) to the appropriate addressee; or (b) received or rejected by the addressee if sent by certified mail, return receipt requested, in each case to the following addresses and marked to the attention of the person (by name or title) designated below (or to such other address or person as a party may designate in writing by notice to the other parties):

Contracting Party ("Contrator):

As stated or provided in the Contract

City of Gulfport, Mississippi:

City of Gulfport
Attention: Mayor
2309 15th Street
Gulfport, Mississippi 39501
Telephone: (228) 868-5801

With a mandatory copy to:

City of Gulfport
Attn: City Attorney
2220 15th Street
Gulfport, Mississippi 39501
Post Office Box 1780
Gulfport, Mississippi 39502
Telephone: (228) 868-5811

SIGNATURES:

CONTRACTING PARTY:

By (Signature): _____
Printed Name: D. Duivestein
Date: November 26,2025

CITY OF GULFPORT, MISSISSIPPI

By: _____
Name: Hugh Keating
Title: Mayor
Date: November 5, 2025

For Internal Use of City:

Contract Reference or Title of Contract: _____

PENNSYLVANIA MANUFACTURERS' ASSOCIATION INSURANCE COMPANY

380 Sentry Parkway, Blue Bell, PA 19422
610-397-5462

STOP LOSS INSURANCE POLICY

APPLICATION

The undersigned Applicant requests Stop Loss Insurance provided by Pennsylvania Manufacturers' Association Insurance Company ("Company"). If this Application is accepted and approved by the Company, the Applicant agrees to be bound by the terms and conditions of the Stop Loss Insurance Policy as issued by the Company. This Application shall be deemed attached to and becomes part of the Policy issued.

Legal Business Name:	City of Gulfport, MS
Principal Address:	1410 24th Avenue Gulfport, MS 39501

Subsidiaries and Associated Entities to be included in the Policy coverage: None

Requested Policy Term	June 01, 2025 through May 31, 2026
Claim Administrator(s):	Select Administrative Services 2304 19th Street, Suite 300 Gulfport, MS 39501
Cost Containment Program:	
Prescription Benefit Manager:	
Provider Network(s):	First Choice
Referenced Based Pricing Vendor:	

05062025-1

Covered Units (initial enrollment):

238	Single
222	Family

Other groups considered as covered Employees:

Retirees (under age 65)
Retirees (age 65 and over)
Cobra Continuees
Employees on Medical or Family Leave
Disabled Persons

STOP LOSS INSURANCE:

A. AGGREGATE COVERAGE SCHEDULE **Yes** _____ **No** ___X___

B. SPECIFIC COVERAGE SCHEDULE **Yes** X **No** _____

For all Eligible Claims Expenses except those to which a Special Risk Limitation applies:

1. Benefit Period:

   Eligible Claims Expenses Incurred from 6/1/2024 through 5/31/2026 and
   Paid from 6/1/2025 through 5/31/2026

2. Specific Eligible Claim Expenses Include:

Medical	Yes
Vision	No
Dental	No
Prescription Drug Plan	Yes

3. Specific Attachment Point per Covered Person (other than any Covered Persons or Classes named below to which a Special Risk Limitation applies):

   Covered Person $160,000 100%

4. Aggregating Specific Deductible (if applicable):

	Aggregating Specific Deductible
Entire Group	n/a

5. Specific Payable Percentage: 100%

6. Maximum Specific Benefit Limits (in excess of the Specific Attachment Point)

   a) Specific Reimbursement Percentage Payable after Specific Attachment Point: 100%
   b) Specific Annual Maximum Reimbursement per Covered Person: Unlimited
   c) Specific Lifetime Maximum Limit per Covered Person: Unlimited

7. Run-In Limit: n/a of plan benefits Incurred prior to the Policy Effective Date.

8. Run-Out Limit: n/a of plan benefits Paid but after the Policy Termination Date.

9. Special Risk Limitations. Covered Persons subject to the Individual Specific Attachment Point (separate from item 3 above) and Benefit Period limitation shown below:

	Individual Specific Attachment Point	Benefit Period Limitation

Special Risk Limitations. Covered Persons subject to the Contingent Specific Attachment Point for the service, procedure, or therapy shown below:

	Contingent Specific Attachment Point	Service, Procedure, or Therapy
[redacted]	$225,000	[redacted] will require a separate specific deductible of $225,000 if chemotherapy treatment is performed at the facility other than Memorial Health System (TIN 64-6010232) or Memorial Hospital Biloxi (TIN 59-2754033)

10. Other Limitations: n/a

C. Premium

Premium Due and Payable: the 1st day of each month, subject to Grace Period

Specific Premium Rate per Policy Month per Covered Unit:

Single	$57.30
Family	$138.47

The Specific Premium Rate per Policy Month per Covered Unit only apply to the Policy Term and Benefit Period shown in this Schedule.

D. Endorsements attached to the Policy:

The following endorsement(s) are included:

Renewal Endorsement

APPLICANT STATEMENTS

The undersigned is an authorized representative of the Applicant and represents to the best of his knowledge and belief that the statements and disclosures set forth herein are true and complete and include all material information. Further, the undersigned understands that any Policy issued based on this Application is done so in reliance upon the statements, disclosures, and representations made herein and are made part of this Application.

The Applicant agrees that if the information supplied on this Application changes materially between the date of this Application and prior to the inception date of the policy, the Applicant will immediately notify the Company of the changes. It is understood that as a result, the Company may, upon review of such changes, withdraw or modify any outstanding quote, terms, or proposal.

The receipt by the Company of premium with this Application shall not constitute an acceptance of liability. In the event the Company does not approve this Application, its sole obligation shall be to refund such premium to the undersigned.

The undersigned has read this Application for a Stop Loss Insurance Policy and understands that no insurance coverage is in effect until this Application is approved and accepted by the Company.

Full Legal Name of Applicant City of Gulfport, MS

Signature of Authorized Representative: [signature]

Print Name: Billy Hewes

Title: Mayor

Date: 5/7/2025

AGENT/BROKER INFORMATION

Print Full Legal Name of Individual Agent or Broker — *First* Brett C. — *Middle* — *Last* Byrd

Address — *Street Address* P. O. Box 250 — *City* Gulfport — *State* MS — *Zip* 39502

Telephone No. 228.863.5362 E-mail Address: Brett_Byrd@ajg.com

Resident State: MS License Number: 10024627

Signature of Agent or Broker: Brett C. Byrd Date: 5/7/2025

ARBITRATION

IMPORTANT NOTICE ABOUT THE POLICY OF INSURANCE FOR WHICH YOU HAVE APPLIED.

THIS DOCUMENT AFFECTS YOUR LEGAL RIGHTS READ THE FOLLOWING INFORMATION CAREFULLY.

1. **THE POLICY FOR WHICH YOU HAVE APPLIED INCLUDES A BINDING ARBITRATION AGREEMENT.**

2. **THE ARBITRATION AGREEMENT REQUIRES THAT ANY DISPUTE RELATED TO THIS POLICY MUST BE RESOLVED BY ARBITRATION AND NOT IN A COURT OF LAW.**

3. **THE RESULTS OF THE ARBITRATION ARE FINAL AND BINDING ON YOU AND THE INSURANCE COMPANY.**

4. **IN AN ARBITRATION, ONE OR MORE ARBITRATORS, WHO IS AN INDEPENDENT, NEUTRAL DECISION MAKER, RENDERS A DECISION AFTER HEARING THE POSITIONS OF THE PARTIES.**

5. **WHEN YOU ACCEPT THIS INSURANCE POLICY YOU AGREE TO RESOLVE ANY DISAGREEMENT RELATED TO THE POLICY BY BINDING ARBITRATION INSTEAD OF A TRIAL IN COURT INCLUDING A TRIAL BY JURY.**

6. **BINDING ARBITRATION GENERALLY TAKES THE PLACE OF RESOLVING DISPUTES BY A JUDGE AND JURY.**

7. **SHOULD YOU NEED ADDITIONAL INFORMATION REGARDING THE BINDING ARBITRATION PROVISION IN THE POLICY, YOU MAY CONTACT OUR TOLL FREE ASSISTANCE LINE AT (888-476-2669)**

ACKNOWLEDGEMENT OF ARBITRATION AGREEMENT

I HAVE READ THIS STATEMENT. I UNDERSTAND THAT I AM VOLUNTARILY SURRENDERING MY RIGHT TO HAVE ANY DISPUTE BETWEEN THE INSURANCE COMPANY AND MYSELF RESOLVED IN COURT. THIS MEANS I AM WAIVING MY RIGHTS TO A TRIAL BY JURY.

I UNDERSTAND THAT UPON RECEIPT OF THE POLICY, I SHOULD READ THE ARBITRATION CLAUSE CONTAINED IN THE POLICY THAT I HAVE THE RIGHT TO REJECT THIS POLICY WITHIN (5) DAYS OF THE DATE OF DELIVERY IF I DO NOT WANT TO ACCEPT THE REQUIREMENT FOR ARBITRATION.

I UNDERSTAND THAT THIS SAME TYPE OF INSURANCE MAY BE AVAILABLE THROUGH AN INSURANCE COMPANY THAT DOES NOT REQUIRE THAT POLICY RELATED DISPUTES BE RESOLVED BY BINDING ARBITRATION.

APPLICANT/INSURED	DATE: 5/7/2025	TIME:
AGENT: Brett C. Byrd	DATE: 5/7/2025	TIME:

FRAUD WARNING NOTICE: Any person who knowingly and with intent to defraud any insurance company or another person files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent act, which is a crime and may subject the person to criminal and civil penalties.

The laws of several states require the following statements to appear on the application form. These statements apply only to residents of the noted states.

Alabama: Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or who knowingly presents false information in an application for insurance is guilty of a crime and may be subject to restitution, fines, or confinement in prison, or any combination thereof.

Arkansas: Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

California: For your protection California law requires the following to appear on this form or other explanatory words of similar meaning. The falsity of any statement in the application for any policy covered by this chapter shall not bar the right to recovery under the policy unless such false statement was made with actual intent to deceive or unless it materially affected either the acceptance of the risk or the hazard assumed by the insurer.

Colorado: It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable for insurance proceeds shall be reported to the Colorado Division of Insurance within the Department of Regulatory Agencies.

District of Columbia: WARNING: It is a crime to provide false or misleading information to an insurer for the purpose of defrauding the insurer or any other person. Penalties include imprisonment and/or fines. In addition, an insurer may deny insurance benefits if false information materially related to a claim was provided by the applicant.

Kentucky: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance containing any materially false information or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime.

Louisiana: Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

Maine: It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties may include imprisonment, fines or denial of insurance benefits.

Maryland: Any person who knowingly or willfully presents a false or fraudulent claim for payment of a loss or benefit or who knowingly or willfully presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

New Jersey: Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties.

New Mexico: Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to civil fines and criminal penalties.

Ohio: Any person who, with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud.

Oklahoma: WARNING: Any person who knowingly, and with intent to injure, defraud or deceive any insurer, makes any claim for the proceeds of an insurance policy containing any false, incomplete or misleading information is guilty of a felony. The absence of such a statement shall not constitute a defense in any prosecution.

Pennsylvania: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

Rhode Island: Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison. The lack of such a statement does not constitute a defense in any prosecution for a fraudulent insurance act.

Tennessee: It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines and denial of insurance benefits.

Vermont: Any person who knowingly presents a false statement in an application for insurance may be guilty of a criminal offense and subject to penalties under state law.

West Virginia: Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

PAYER ACCESS AGREEMENT

THIS PAYER ACCESS AGREEMENT ("Payer Access Agreement") is entered into as of 6/1/2025 ("Effective Date") between **OptumHealth Care Solutions, LLC** and its affiliates performing under this Payer Access Agreement, having offices at 11000 Optum Circle, Eden Prairie, MN 55344 ("Optum") and City of Gulfport, MS, having offices at 1410 24th Avenue, Gulfport, MS 39501 ("Payer") pursuant to the Distributor Agreement between **Reunion Health Services, Inc** ("Distributor") and Optum dated October 15, 2020 ("Distributor Agreement").

1. Payer has sole responsibility for verifying member benefits or eligibility for benefits coverage under a plan, and for any plan coverage dispute that may arise with enrollees and dependents ("Covered Persons") before providers begin rendering services to that Covered Person. Any providers providing services pursuant to this Payer Access Agreement shall be deemed to be a "Provider".

2. Payer will be entitled to receive the favorable pricing that Optum has with Providers and Payer will pay such Providers for Services (as such term is defined in Schedule A) in accordance with the terms of the agreements Optum has negotiated with Providers (each, a "Provider Agreement"). Payer shall pay Providers for all Services rendered to Covered Persons in the amounts and within the time-frames provided in the applicable Provider Agreements in effect as to the Services rendered, subject to the terms of the applicable plan documents. Payer shall comply with all payment terms of the applicable Provider Agreement, which shall be made available to Payer on www.myoptumhealthcomplexmedical.com/client or other such URL designated by Optum. Payers with managed Medicaid benefit and Medicare Advantage plans that access Providers must comply with all rates and terms of the applicable Provider Agreement and such Provider Agreement terms and rates will govern and control over any conflicting terms or rate of Payer. Provider Agreement payment terms shall be enforceable directly by the respective Provider against Payer. The obligation to pay for healthcare services rendered by any Providers shall be solely that of Payer. Optum is not responsible, under any circumstances, and Payer shall indemnify Optum for any claim brought by a Covered Person, for the payment of any expenses incurred by a Covered Person in the course of his or her treatment, or for coverage determinations or determinations regarding eligibility, benefits, benefit limitations, and exclusions. Optum reserves the right to terminate Payer's access to any particular Provider Agreement, upon request of the applicable Provider and upon thirty (30) days' prior written notice if Payer has consistently failed to abide by the terms and conditions of that Provider Agreement.

3. Payer shall also pay Optum for the Services in accordance with this Section 3 and Schedule A – Services and Fees. Each party shall be responsible for all taxes, charges, surcharges, fees or assessments, if any, due to be paid by it in connection with its performance of this Payer Access Agreement. Unless specified otherwise, all fees due Optum are payable by Payer within thirty (30) days of the date of invoice. Past-due fees are subject to a surcharge of no greater than 2% per month of the outstanding past due balance. Optum's fees are subject to change at any time upon sixty (60) days' prior written notice to Payer. Subsequent to Payer's receipt of a fee adjustment from Distributor hereunder, such fee adjustment shall be deemed accepted by Payer if: (a) not expressly rejected by Payer providing written notice to Optum within thirty (30) days of receipt; or (b) Payer continues to access the Services.

4. For the term of this Payer Access Agreement and for two (2) years thereafter, Payer shall not contract directly with any Provider for services comparable to Network Services (as such services are defined in Schedule A). Payer may maintain any agreements with Providers for services comparable to Network Services that pre-date the date of Payer's authorized signature on this Payer Access Agreement, and Payer may contract directly with Providers for services other than those explicitly listed as Network Services. In no event shall Payer contract with any provider using the same methodology as Optum uses with Providers as such methodology is made available to Payer on www.myoptumhealthcomplexmedical.com/client. This Section shall survive termination of the Payer Access Agreement.

5. Except as otherwise stated in section 4, when Payer is accessing a Centers of Excellence, Payer shall exclusively use Optum's Provider Agreements for transplant programs at that center that are included in Network Services, and not the services offered by a third party for those services that are included under Network Services (Schedule A). This provision does not apply to any services not explicitly listed as Network Services

6. To the extent that, in performing the Services, Optum is deemed a Business Associate (as defined under HIPAA) of Payer, Optum shall perform the functions of a Business Associate in accordance with Schedule B - Business Associate Addendum.

7. Except as otherwise provided herein, each party shall protect and shall not use or disclose the other's proprietary information including but not limited to trade secrets, customer lists, patented, trademarked, trade-named, service-marked,

logotypes, copyrighted material, confidential business information, or other property belonging to it or to a third party to whom it has an obligation of confidentiality ("Confidential Information"). The parties shall use Confidential Information only as expressly permitted by this Payer Access Agreement or as otherwise permitted in writing. The parties shall take at least those precautions to protect the other's Confidential Information as it takes to protect its own similar information. Such information shall not be disclosed to third parties without the express written consent of the party to whom the information belongs. A party may disclose Confidential Information if required by law, legal process, or court order, in which case the disclosing party shall notify the other sufficiently in advance of the disclosure, as allowed by law, to permit intervention at its option. Notwithstanding the foregoing, respecting www.myoptumhealthcomplexmedical.com/client and any of its contents, and any other network provider or provider Payer Access Agreement information Optum discloses to Payer, Payer may re-disclose such information to an agent or administrator of Payer, so long as such agent or administrator has agreed to maintain the confidentiality the information in the same manner as required of Payer herein. Each party shall retain sole ownership of its Confidential Information. Payer authorizes Optum to disclose Payer information, including cost analysis reports and data regarding Covered Persons, to Distributor, provided that the parties shall use and disclose individually identifiable health information according to the terms of the Business Associate Addendum. The obligations stated in this section survive termination of this Payer Access Agreement for so long either party has access to the other's Confidential Information.

8. The parties shall each indemnify and hold the other harmless against any and all losses, liabilities, penalties, fines, costs, damages, and expenses the other incurs, including reasonable attorneys' fees ("Damages"), which arise out of the indemnifying party's: (a) breach of this Payer Access Agreement; and (b) negligence or willful misconduct.

9. Payer acknowledges that Optum will not be deemed or understood to be an ERISA plan administrator or fiduciary, and that Optum has no responsibility of any kind for: (a) medical outcomes or the quality or competence of any physician, facility, or provider rendering service; (b) payment of any medical, hospital, or other bills resulting from any medical or surgical treatment or confinement; and (c) interpretation of any benefit plan contract concerning coverage or denial of benefits.

10. This Payer Access Agreement will terminate: (a) upon termination of Optum's Services Agreement with Distributor; or (b) upon termination of Payer's agreement with Distributor; or (c) upon thirty (30) days written notice by Payer to Optum; or (d) upon thirty (30) days written notice by Optum to Payer; or (e) immediately, upon written notice of material breach by either party. Payer's violation of section 4 and/or 5 shall constitute a material breach of this Payer Access Agreement. Termination of this Payer Access Agreement shall not affect Payer's liability for any obligations incurred by Payer before the effective termination date, and Payer shall continue to be responsible for payments to Providers according to the applicable Provider Agreement for all Provider services rendered to Covered Persons before termination. Optum shall provide Services until the expiration of the termination notice period. If this Payer Access Agreement, or a Provider Agreement terminates after a Covered Person has begun to receive health care services from a Provider, the Provider shall, at the Payer's written request to Optum, continue to provide care and treatment to such Covered Person according to this Payer Access Agreement until such care and treatment is completed; provided that: (i) all terms and conditions stated in this Payer Access Agreement shall apply to such continued services specifically including, without limitation, provisions requiring that Payer pay Provider (or former Provider as the case may be) for services rendered; and (ii) all service fees due Optum are paid. This Section shall survive termination of the Payer Access Agreement.

11. Payer and Optum both acknowledge and agree that Covered Persons' treating physician(s) and other health care providers, including but not limited to Providers, shall be solely responsible to provide treatment and/or services to Covered Persons and to make all decisions related to patient care and shall exercise their independent medical judgment as to all such matters. Nothing in this Payer Access Agreement shall be deemed to create any rights of Optum, Payer, or any other person or entity to intervene in any manner with or otherwise interfere with the independent medical judgment of Covered Persons' health care providers with regard to treatment or utilization issues, nor shall it render Optum, Payer, or any other person or entity responsible for the method or means by which any health care provider renders treatment or service to a Covered Person.

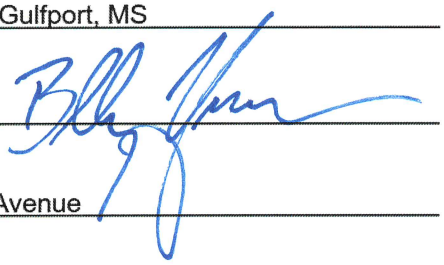
12. The parties are independent contractors. Nothing in this Payer Access Agreement or otherwise shall be construed or deemed to create any other relationship, including one of employment, partnership, agency, or joint venture. This Payer Access Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota. The parties will each perform their obligations hereunder in compliance with all applicable laws, statutes, and regulations. Payer shall comply, and ensure the plan complies with all applicable laws and regulations. Neither party may assign any of its rights and responsibilities under this Payer Access Agreement to any person or entity without the prior written consent of the other party, which shall not be unreasonably withheld. Payer acknowledges that assignment by Optum of all or any of its rights and responsibilities under this Payer Access Agreement to an affiliate shall not require Payer's prior written consent.

13. This Payer Access Agreement constitutes the entire agreement between the parties in regard to its subject matter and may be amended only by a written amendment executed by both parties. This Payer Access Agreement replaces any prior written or oral communications or understandings between Optum and Payer relating to the subject matter of this Payer Access Agreement. Each schedule attached to this Payer Access Agreement is incorporated into and made a part of the Payer Access Agreement by reference. Any reference to "Payer Access Agreement" shall necessarily constitute a reference to all of the schedules attached.

By signing below, Payer agrees to the terms and conditions of this Payer Access Agreement.

PAYER INFORMATION

Payer Name: City of Gulfport, MS

Payer Signature: 

Address: 1410 24th Avenue

City: Gulfport

State: MS Zip Code 39501

NOTICES

Distributor Name: Reunion Health Services, Inc

Distributor's Fax Number: 601-956-7177

Payer Telephone: _____

Payer Contact Name: _____

Number of Covered Persons: 460

Internal Control No. (DST Parent Contract No.): 00627598.0

TO ACTIVATE OPTUM SERVICES, RETURN THE ENTIRE PAYER ACCESS AGREEMENT COMPLETED AND SIGNED, VIA FAX TO BOTH OPTUM AT 877-897-5338 AND DISTRIBUTOR AT FAX NUMBER INDICATED ABOVE.

SCHEDULE A
SERVICES AND FEES

I. Fees. All fees for the Optum Services provided under this Payer Access Agreement shall be as set forth in this Schedule A. Optum may adjust any Service fees herein upon receiving notice that Payer's customer relationship with Distributor has terminated or, at any time, by giving written notice to Payer at least sixty (60) days prior to the effective date of the fee adjustment. Capitalized terms not otherwise defined in the Payer Access Agreement are as defined in this Schedule A.

Service	Fee Schedule	
Network Services		
Transplant Participating Provider Network Services	Client shall pay Optum an administrative fee based upon the transplant type as follows:	
(COE - Fixed Fee Per Case)	**Type of Transplant/Procedure**	**Administrative Fee**
	Bone Marrow	
	Autologous	
	Less than 11 Days	**$6,000**
	11 or more Days	**$23,000**
	Allogeneic-related	**$23,000**
	Allogeneic-unrelated	**$23,000**
	Non-Myeloablative BMT (mini)	**$6,000**
	Tandem BMT	
	Auto/Auto	**$12,000**
	Auto/Allo (related / unrelated)	**$23,000**
	Allo/Allo (related / unrelated)	**$23,000**
	Solid Organ	
	Kidney	$4,500
	Pancreas	$9,000
	Kidney/Pancreas	$9,000
	Islet Cell-Auto Pancreas	$9,000
	Heart	$12,000
	Lung	$12,000
	Heart/Lung	$12,000
	Double Lung	$23,000
	Intestinal, Intestinal/Liver, Intestinal/Small Bowel	$23,000
	Liver	$23,000
	Multi-Organ*	$23,000
	Ventricular Assist Device	
	Ventricular Assist Devices (VAD) only – Bridge to Transplant (Excludes Heart Transplant)	**10% of savings, capped at $12,000*** **
	Ventricular Assist Devices (VAD) only – Destination Therapy (VAD Implant + Post-Implant Services for 1 year)	**10% of savings, capped at $12,000*** **
	Ventricular Assist Devices (VAD) only – Destination Therapy (Post-Implant Services only)	**10% of savings, capped at $12,000 per year*** **
	*If an additional transplant is performed to replace the initial transplant, an additional fee equal to 50% of the original fee shall be charged. If a Covered Person receives transplant care, but no transplant is performed,** the administrative fee shall be 35% of the difference between charges per the applicable Provider Agreement and the Participating Provider's usual charges for the same services, not to exceed the fee for the corresponding transplant set forth in the table above. Optum shall issue an invoice upon termination of transplant care.*	

	* Except for those multi-organ transplants already listed on the fee schedule such as kidney/pancreas. ** Case referred to as "Early Term". Examples include (1) cases in which Covered Person is not accepted into Participating Provider's transplant program; (2) cases in which the Covered Person dies prior to transplant; or (3) cases in which Covered Person's coverage ends prior to transplant. *** Fee will be invoiced monthly.
Transplant Extended Provider Network Services (Transplant Access Program (TAP) - Percent of Savings)	Client shall pay Optum an administrative fee equal to **15%** of savings, calculated as the difference between charges per the applicable Provider Agreement and the Provider's usual charges for the same services, not to exceed the fee for the corresponding transplant under Transplant Participating Provider Network Services as above. Optum shall issue invoices monthly for each month in which claims are repriced.
Extra Contractual Services	Client shall pay Optum an administrative fee equal to **15%** of savings, calculated as the difference between charges per the applicable Provider Agreement and the Provider's usual charges for the same services, not to exceed the fee for the corresponding transplant under Transplant Participating Provider Network Services as above. Optum shall issue invoices monthly for each month in which claims are repriced. Please note that this pricing applies to cases that go to transplant as well as cases in which the Covered Person receives transplant care but no transplant is performed (i.e. Early Term cases).
Cellular Therapy Participating Provider Network Services	Client shall pay Optum an administrative fee equal to **15%** of savings, calculated as the difference between charges per the applicable Provider Agreement and the Provider's usual charges for the same services, not to exceed **$20,000** per CAR-T Case as defined in the written agreement entered into between Optum and Provider applicable to the Covered Person. Optum shall issue invoices monthly for each month in which claims are repriced. Please note that this pricing applies to cases that receive CAR-T Therapy as well as cases in which the Covered Person receives care and no cellular therapy infusion occurs (i.e. Early Term cases).
Cancer Resource Services	Client shall pay Optum an administrative fee equal to **20%** of savings, calculated as the difference between charges per the applicable Provider Agreement and the Provider's usual charges for the same services, not to exceed a capped amount of **$30,000** per case for the life of the case. Optum shall issue invoices monthly for each month in which claims are repriced.
Congenital Heart Disease Resource Services	Client shall pay Optum an administrative fee equal to **15%** of savings, calculated as the difference between charges per the applicable Provider Agreement and the Provider's usual charges for the same services, not to exceed $10,000. Optum shall issue invoices monthly for each month in which claims are repriced.
Kidney Resource Services - ESRD Network Access	Payer shall pay Optum an administrative fee equal to **15%** of savings, calculated as the difference between charges per the applicable Provider Agreement and the Provider's usual charges for the same services. The monthly administrative fee will be capped at $4,500 per Covered Person per calendar month for each Covered Person who receives one or more sessions during the month. Optum shall issue invoices monthly for each month in which claims are repriced.
Specialized Physician Review Service	
Specialized Physician Review Services	For solid organ transplants, bone marrow/stem cell transplants, congenital heart disease procedures, and other procedures and disease states, Client shall pay Optum an administrative fee equal to **$1,295** for a Premium Review from a single reviewer, or **$1,995** from three reviewers. For Basic Review, Client shall pay Optum an administrative fee equal to **$495** for a single review or **$1,295** from three reviewers. For an Expedited Review, Client shall pay Optum an additional fee of **$200** for each physician reviewer.

SCHEDULE B
BUSINESS ASSOCIATE ADDENDUM

This Business Associate Addendum ("BAA") is incorporated into and made part of the Payer Access Agreement ("Agreement") by and between **OptumHealth Care Solutions, LLC** on behalf of itself and its Affiliates ("Business Associate") and Payer ("Covered Entity"), that involve the use or disclosure of PHI (as defined below). The parties agree as follows:

1. DEFINITIONS

1.1 All capitalized terms used in this BAA not otherwise defined herein have the meanings established for purposes of the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations, as amended and supplemented (collectively, "HIPAA").

1.2 "Breach" means the acquisition, access, use or disclosure of PHI in a manner not permitted by the Privacy Rule that compromises the security or privacy of the PHI, subject to the exclusions in 45 C.F.R. § 164.402.

1.3 "PHI" means Protected Health Information, as defined in 45 C.F.R. § 160.103, and is limited to the Protected Health Information received from, or received, created, maintained or transmitted on behalf of, Covered Entity.

1.4 "Privacy Rule" means the federal privacy regulations, and "Security Rule" means the federal security regulations, as amended, issued pursuant to HIPAA and codified at 45 C.F.R. Parts 160 and 164 (Subparts A, C & E).

1.5 "Services" means the services provided by Business Associate to Covered Entity to the extent they involve the receipt, creation, maintenance, transmission, use or disclosure of PHI.

2. RESPONSIBILITIES OF BUSINESS ASSOCIATE.

With regard to its use and/or disclosure of PHI, Business Associate agrees to:

2.1 not use and/or further disclose PHI except as necessary to provide the Services, as permitted or required by this BAA and in compliance with the applicable requirements of 45 C.F.R. § 164.504(e), or as Required by Law; provided that, to the extent Business Associate is to carry out Covered Entity's obligations under the Privacy Rule, Business Associate will comply with the requirements of the Privacy Rule that apply to Covered Entity in the performance of those obligations.

2.2 implement and use appropriate administrative, physical and technical safeguards and comply with applicable Security Rule requirements with respect to ePHI, to prevent use or disclosure of PHI other than as provided for by this BAA.

2.3 without unreasonable delay, report to Covered Entity (i) any use or disclosure of PHI not provided for in this BAA and/or (ii) any Security Incident of which Business Associate becomes aware in accordance with 45 C.F.R. § 164.314(a)(2)(i)(C). For the purposes of reporting under this BAA, a reportable "Security Incident" shall not include unsuccessful or inconsequential incidents that do not represent a material threat to confidentiality, integrity or availability of PHI (such as scans, pings, or unsuccessful attempts to penetrate computer networks).

2.4 report to Covered Entity within ten business days: (i) any Breach of Unsecured PHI of which it becomes aware in accordance with 45 C.F.R. § 164.504(e)(2)(ii)(C). Business Associate shall provide to Covered Entity a description of the Breach and a list of Individuals affected (unless Covered Entity is a plan sponsor ineligible to receive PHI). Business Associate shall provide required notifications to Individuals and the Media and Secretary, where appropriate, in accordance with the Privacy Rule and with Covered Entity's approval of the notification text. Business Associate shall pay for the reasonable and actual costs associated with those notifications and with credit monitoring, if appropriate.

2.5 in accordance with 45 C.F.R. § 164.502(e)(1)(ii) and 45 C.F.R. § 164.308(b)(2), ensure that any subcontractors of Business Associate that create, receive, maintain or transmit PHI on behalf of Business Associate agree, in writing, to the same restrictions on the use and/or disclosure of PHI that apply to Business Associate with respect to that PHI, including complying with the applicable Security Rule requirements with respect to ePHI.

2.6 make available its internal practices, books and records relating to the use and disclosure of PHI to the Secretary for purposes of determining Covered Entity's compliance with the Privacy Rule, in accordance with 45 C.F.R. § 164.504(e)(2)(ii)(I).

2.7 within ten business days after receiving a written request from Covered Entity or an Individual, make available to Covered Entity or an Individual information necessary for an accounting of disclosures of PHI about an Individual, in accordance with 45 C.F.R. § 164.528.

2.8 provide access to Covered Entity or an Individual, within ten business days after receiving a written request from Covered Entity or an Individual, to PHI in a Designated Record Set about an Individual, sufficient for compliance with 45 C.F.R. § 164.524.

2.9 to the extent that the PHI in Business Associate's possession constitutes a Designated Record Set, make available, within ten business days after a written request by Covered Entity or an Individual, PHI for amendment and incorporate any amendments to the PHI as requested in accordance with 45 C.F.R. § 164.526.

3. RESPONSIBILITIES OF COVERED ENTITY.

Covered Entity:

3.1 shall identify the records it furnishes to Business Associate that it considers to be PHI for purposes of the Agreement, and provide to Business Associate only the minimum PHI necessary to accomplish the Services.

3.2 in the event that the Covered Entity honors a request to restrict the use or disclosure of PHI pursuant to 45 C.F.R. § 164.522(a) or makes revisions to its notice of privacy practices of Covered Entity in accordance with 45 C.F.R. § 164.520 that increase the limitations on uses or disclosures of PHI or agrees to a request by an Individual for confidential communications under 45 C.F.R. § 164.522(b), Covered Entity agrees not to provide Business Associate any PHI that is subject to any of those restrictions or limitations, unless Covered Entity notifies Business Associate of the restriction or limitation and Business Associate agrees in writing to honor the restriction or limitation.

3.3 shall be responsible for using administrative, physical and technical safeguards to maintain and ensure the confidentiality, privacy and security of PHI transmitted to Business Associate pursuant to the Agreement, in accordance with the requirements of HIPAA.

3.4 shall obtain any consent or authorization that may be required by applicable federal or state laws prior to furnishing Business Associate the PHI for use and disclosure in accordance with this BAA.

3.5 if Covered Entity is an employer sponsored health plan, Covered Entity represents that to the extent applicable, it has ensured and has received certification from the applicable Plan Sponsor that the Plan Sponsor has taken the appropriate steps in accordance with 45 C.F.R. § 164.504(f) and 45 C.F.R. § 164.314(b) to enable Business Associate on behalf of Covered Entity to disclose PHI to Plan Sponsor, including but not limited to amending its plan documents to incorporate the requirements set forth in 45 C.F.R. § 164.504(f)(2) and 45 C.F.R. § 164.314(b). Covered Entity shall ensure that only employees authorized under 45 C.F.R. § 164.504(f) shall have access to the PHI disclosed by Business Associate to Plan Sponsor.

4. PERMITTED USES AND DISCLOSURES OF PHI.

Business Associate may:

4.1 use and disclose PHI as necessary to provide the Services to Covered Entity.

4.2 use and disclose PHI for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate, provided that any disclosures are Required by Law or any third party to which Business Associate discloses PHI provides written assurances that: (i) the information will be held confidentially and used or further disclosed only for the purpose for which it was disclosed to the third party or as Required by Law; and (ii) the third party promptly will notify Business Associate of any instances of which it becomes aware in which the confidentiality of the information has been breached, in accordance with 45 C.F.R. § 164.504(e)(4).

4.3 De-identify any PHI received or created by Business Associate under this BAA in accordance with the Privacy Rule.

4.4 provide Data Aggregation services relating to the Health Care Operations of the Covered Entity in accordance with the Privacy Rule.

4.5 use PHI for Research projects conducted by Business Associate, its Affiliates or third parties, in a manner permitted by the Privacy Rule, by obtaining documentation of individual authorizations, an Institutional Review Board, or a privacy board waiver that meets the requirements of 45 C.F.R. § 164.512(i)(1), and providing Covered Entity with copies of such authorizations or waivers upon request.

4.6 make PHI available for reviews preparatory to Research in accordance with the Privacy Rule at 45 C.F.R. § 164.512(i)(1)(ii).

4.7 use the PHI to create a Limited Data Set ("LDS") and use or disclose the LDS for the health care operations of the Covered Entity or for Research or Public Health purposes as provided in the Privacy Rule.

5. TERMINATION

5.1 Covered Entity may terminate this BAA and the Agreement if Business Associate materially breaches this BAA, Covered Entity provides written notice of the breach to Business Associate, and Business Associate fails to cure the breach within the reasonable time period set by Covered Entity.

5.2 Within thirty (30) days after the expiration or termination for any reason of the Agreement and/or this BAA, Business Associate shall return or destroy all PHI, if feasible to do so, including all PHI in possession of Business Associate's subcontractors. In the event that return or destruction of the PHI is not feasible, Business Associate may retain the PHI subject to this Section 5.2. Business Associate shall extend any and all protections, limitations and restrictions contained in this BAA to Business Associate's use and/or disclosure of any PHI retained after the expiration or termination of the Agreement and/or this BAA, and shall limit any further uses and/or disclosures solely to the purposes that make return or destruction of the PHI infeasible.

6. MISCELLANEOUS.

The terms of this BAA shall be construed to allow Covered Entity and Business Associate to comply with HIPAA. Nothing in this Addendum shall confer upon any person other than the parties and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever. Sections 4 and 5.2 shall survive the expiration or termination of this BAA for any reason.

Lighting Services - Standard Lease Agreement

Mississippi Power

Customer Legal Name: City of Gulfport DBA: Clower Thornton Nature Trail/Katie Booth Community Center
Service Address: 500 26th St, Gulfport, MS 39507 County:
Mailing Address: PO Box 1780, Gulfport, MS 39502
Email: Tel: Alt Tel:
Tax ID #: CSS Acct # if Existing Customer: 26431-47006
Job Order #: GWO #:
Offer Period: Pricing is good for 60 days from 10/14/2025

Type Customer [ ] Commercial [ ] Industrial [X] Governmental

Business Description (Apartment Complex, Restaurant, Ball-field, etc.): Clower Thornton Nature Trail

Install - Selected Components

Quantity	Item	Description
21	LED Fixture	Area Solar
21	Adapter	4" OD with Tenon Top

Upfront Customer Payment Amount $0.00

Monthly Lease Payment $ 511.00 *(Excludes applicable sales tax)

Term (Months) 84

Project Notes:
Remove (21) existing fixtures and arms; Install (21) new Solar fixtures and tenon adaptors on customer owned poles

Customer agrees to this Lighting Services Agreement with Mississippi Power Company under the attached terms and conditions and authorizes all actions noted on this agreement. Customer also agrees to allow removal and modification of existing MPC assets, and/or Customer Owned assets as needed to provide the Service.

Customer's Authorized Signature:

Signature: Hugh Keating
Print Name: Hugh Keating
Print Title: Mayor
Date: November 5, 2025

Mississippi Power Company:

Signature: Bryan Coley
Print Name: Bryan Coley
Print Title: Dir, Customer Solutions
Date: 12/04/2025

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1 **Lighting Equipment Lease.** Mississippi Power Company ("MPC") will lease to Customer the "Facilities" described on Page 1 of this Lease Agreement ("Agreement") for use at the "Premises" (the "Service Address" shown on Page 1). Customer grants a license of right of access to MPC (and to MPC's representatives and contractors) to enter the Premises to install, connect, inspect, maintain, test, replace, repair, or remove the Facilities; to remove or disconnect pre-existing equipment as noted; or to conduct any other Agreement-related activity (collectively, the "MPC Activities"). Customer acknowledges that the Facilities, though attached to real property, will always remain the exclusive personal property of MPC and that MPC may remove the facilities when this Agreement ends. Customer also acknowledges that regulatory change during the Agreement term may require MPC to modify or replace some Facilities.

2 **Term.** The "Initial Term" of this Agreement is the period stated on Page 1, calculated from the date of the first monthly bill. After the Initial Term, the Agreement will automatically renew on an annual basis until terminated by either Customer or MPC by providing written notice of intent to terminate to the other party at least 30 days before the desired termination date. MPC's address for notice is Mississippi Power Company, ATTN: Marketing Lighting Services, PO Box 4079, Gulfport, MS 39502-4079. Customer's address for notice is the Mailing Address shown on Page 1.

3 **Payment.** MPC will invoice Customer per the terms stated on Page 1. Customer agrees to pay the amount billed by the due date. If there is a balance outstanding past the due date, Customer agrees to also pay a 1.5% late fee on the unpaid monthly balance and also acknowledges that Customer may be required to pay a deposit of up to two times the Monthly Charge in order to continue service. CUSTOMER ACKNOWLEDGES THAT MPC MAKES NO REPRESENTATION OR WARRANTY REGARDING TREATMENT OF THIS TRANSACTION BY THE INTERNAL REVENUE SERVICE OR THE STATUS OF THIS AGREEMENT UNDER ANY FEDERAL OR STATE TAX LAW; CUSTOMER ENTERS INTO THIS AGREEMENT IN SOLE RELIANCE UPON CUSTOMER'S OWN ADVISORS.

4 **Equipment Protection.** Throughout this Agreement's term, Customer will inform its personnel (and any contractor or person performing construction at the Premises or digging near MPC's Facilities) of the Facilities presence. Either Customer or the other party must provide notices and locate requests to the Mississippi One Call System and must coordinate all activities with the One Call Center and with all utility facility owners or operators as required by the then current Mississippi One Call Law. Customer further acknowledges that any such work may require compliance with certain laws and regulations, including, without limitation, the Mississippi High Voltage Power Lines Act, Miss. Code Ann. §§ 45-15-1, et seq., and regulations of the Occupational Safety and Health Administration. These laws and regulations shall be independently consulted by Customer to determine if any additional compliance measures shall be undertaken by Customer prior to commencement of any work; provided, however, that no work shall be performed until such consultation and compliance has been completed. As between Customer and MPC, Customer will bear all costs arising from failure to comply with these laws or for Facility damage caused by anyone other than MPC (or MPC's representatives or contractors). IF THE FACILITIES ARE DAMAGED, CUSTOMER WILL REPORT THE DAMAGE TO MPC AS SOON AS POSSIBLE BY CALLING 800-487-3275.

5 **Maintenance/Repairs.** During this Agreement's term, MPC will maintain the Facilities and will bear the cost of routine repair or replacement. All non-routine maintenance or repair can be done at the Customer's request and will be billed to Customer at then-current MPC rates. Customer must notify MPC of any need for Facility repair by calling 877-656-1836. If the Facility damage was caused by Customer or third party, Customer will reimburse MPC for the repair or replacement cost. Either Party shall be excused from performance of its obligations hereunder other than accrued payment obligations and shall not be construed to be in default in respect of such obligations to the extent that, and for so long as, failure to perform such obligations is due to a Force Majeure Event defined as any occurrence, nonoccurrence or set of circumstances that is beyond the reasonable control of such Party.

6 **Safety/Damages.** CUSTOMER ACKNOWLEDGES SOLE RESPONSIBILITY FOR THE SAFETY OF THE PREMISES AND ACKNOWLEDGES THAT MPC NEITHER HAS, NOR ASSUMES, ANY OBLIGATION TO ENSURE THE PREMISES' SAFETY. MPC makes no covenant, warranty, or representation of any kind (including warranty of fitness for a particular purpose or of merchantability) regarding the equipment or any MPC activity under this agreement. Customer will not be entitled to indirect or consequential damages from MPC of any kind (including loss of revenue, loss of actual or anticipated profits, loss of capital costs, loss of business reputation, or punitive damages) arising from any damage or delay involving the Facilities or this Agreement.

7 **Indemnity**. To the fullest extent allowed by law, Customer agrees to indemnify, defend (if requested by MPC), and hold harmless MPC and its affiliates and contractors (and their officers, directors, employees, representatives, and agents) from and against any claim, demand, damage, expense (including attorney's fees and court costs), action, proceeding, judgment, penalty, fine, cost, or other liability (whether based upon tort, breach of contract, strict liability, equity, or otherwise) of any kind or nature for bodily injury (including death) to persons, damage to real or personal property (including loss of use), monetary damage, or equitable relief caused by or arising out of any act or omission of Customer involving this Agreement, the Facilities, or the Premises, in whatever manner caused and regardless of whether caused by or arising out of the joint, concurrent, or contributory (but not sole) negligence of MPC, any other person indemnified under this Agreement, or any other person not a party to this Agreement.

8 **Default.** Customer will be in default if any amount owed under this Agreement is not paid within 45 days of billing. MPC's waiver of any past default will not waive any other default. If default occurs, MPC may, at its discretion, immediately terminate this Agreement, collect all past due amounts and all amounts due for the Facilities during the Agreement's remaining term, remove the Facilities from the Premises, and seek any other available remedy. MPC shall be entitled to reasonable attorney's fees, costs and expenses associated with any claim or litigation concerning Customer's default of this Agreement.

9 **Entire Agreement.** This Agreement contains the parties' entire agreement relating to the Facilities and replaces any prior agreement, written or oral. This Agreement may be modified only by an amendment signed by each party, except that updated contact information (e.g. address, phone number, etc) may be provided at any time by written notice to the other party. This Agreement will be governed by Mississippi law. If any provision is ruled invalid or unenforceable, the Agreement as a whole will not be affected. In this Agreement, "including" means "including, but not limited to."

10 **Pole Attachments.** If Customer desires to attach anything to any Facilities (poles, light fixtures, brackets, etc), Customer must first obtain MPC's written permission. Customer must contact MPC's Lighting Services Business Unit at 877-656-1836 to obtain the proper pole attachment authorization.

11 **Customer Representations.** Customer represents to MPC that: (i) Customer is expressly authorized by all Premises owners (and any other party with rights in the Premises) to enter into this Agreement and to authorize the MPC Activities (including the use of vehicles, equipment, tools, and materials necessary); (ii) all Premises property lines are clearly and accurately marked; and (iii) the Premises' final grade will vary no more than 6" from the grade existing at the time of Facility installation.

a. **Customer Duty.** If MPC agrees to allow Customer to perform any part of the Facility installation (including trenching) itself or through a third party, Customer warrants that its work will meet MPC's installation specifications (which will be provided to the Customer). Customer will bear all reasonable additional costs arising from Customer's non-compliance with MPC's specifications or lack of timely (i.e. 10 days) notice to MPC that MPC's portion of the Facilities installation can commence.

b. **Underground Facilities/Obstructions.** Because MPC's Activities may require excavation or digging, Customer acknowledges that **Customer must mark all underground obstructions and private utilities and facilities (e.g. gas lines, water lines, sewer lines, irrigation facilities, low voltage data or communication cables or lines, etc) at the Premises**. Customer warrants either that: (i) all underground obstructions and private utilities and facilities have been marked or will be marked before MPC commences Facility installation or other MPC Activities involving excavation or digging; or (ii) there are no underground obstructions or private utilities or facilities at the Premises.

c. **Unforeseen Conditions.** If Customer fails to properly mark or identify a private utility or facility or other underground obstruction, and damage occurs in connection with MPC's Activities, Customer agrees that, as between Customer and MPC, Customer will bear sole responsibility for any and all damages incurred, including MPC and/or third-party damages, and that MPC will have no liability for any damage or resulting delay. Customer also acknowledges that the estimated charges shown on Page 1 include no allowance for any subsurface rock, wetlands, underground stream, buried waste, unsuitable or unstable soil, underground obstruction, archeological artifact, burial ground, threatened or endangered species, hazardous substance, etc. not known to Customer or properly identified and marked by Customer. If an unforeseen condition is encountered, MPC, in its sole discretion, may stop all MPC Activity until Customer either remedies the unforeseen condition or agrees to reimburse all MPC expenses arising from the unforeseen condition. Customer will bear all costs of any Facility modification or change requested by Customer or dictated by unforeseen conditions or circumstances outside MPC's control.

CUSTOMER REPRESENTATIONS ACKNOWLEDGED BY CUSTOMER: Initials: _____ **Date:** 11/5/25

CITY OF GULFPORT, MISSISSIPPI
STANDARD TERMS AND CONDITIONS RIDER / ADDENDUM TO CONTRACT FOR SERVICES

Notwithstanding any term or condition to the contrary contained within any contract wherein the City of Gulfport, Mississippi ("City") is a party, or in any quotation, voucher or purchase order which this Addendum accompanies or to which it is attached ("Contract"), the City does not waive any rights, benefits or prohibitions that may be provided under any law, statute, regulation, or policy. Any and all terms or conditions to the contrary in any Contract to which the City is a party are hereby null, void and deleted. This Addendum shall be deemed incorporated into the Contract and the following terms and conditions shall take precedence over all other terms and conditions. Approval of the Contract by the City's Governing Authority and all amendments thereto is subject to and conditioned on these terms and conditions.

1. **Governing Law/Venue**. The Contract is governed and controlled by the laws of the State of Mississippi. All suits, claims, cases, controversies, actions, disputes, complaints and/or orders related to, arising from, in connection with, or to construe or enforce the Contract shall be governed by the laws of the State of Mississippi, without regard to its conflicts of law principles. The courts of the First Judicial District of Harrison County, Mississippi shall be the sole and exclusive jurisdiction and venue for any civil action related to this Contract, and the Contractor irrevocably consents to jurisdiction in said courts and waives any argument that such courts are not a convenient forum for such litigation. Any provision which purports to establish venue outside the State of Mississippi is deleted and void.

2. **Compliance with Applicable Federal and State Laws**. During the pendency and performance of this Contract, the Contractor agrees to comply with and be bound by all applicable or otherwise governing provisions of Federal and State laws as the same are applicable to Contractor under the Contract or to which Contractor is required to comply with as a result of the City's funding source for the Contract.

3. **Availability of Funds**. The continuance of the Contract with the City is based upon the availability of funds. Therefore, this contract can be cancelled by the City with thirty (30) days' notice to the Contractor at the end of the fiscal period in the event funds are not appropriated by the funding authority. In such event, any property covered by a lease shall be returned to the lessor.

4. **Taxes**. The Contractor is liable for all taxes arising from, related to, or in connection with the Contract or the performance of the Contract. Pursuant to Mississippi law, the City is generally exempt from state sales and use tax. The City will not pay excise, personal property, real property, income, value added, or any other similar taxes. If the Contractor is liable for such taxes, the Contractor shall take such into consideration in pricing and the same will not be added to the price of the Contract. It is the Contractor's responsibility to contact the local taxing authority in the state and county where equipment will be located to determine possible tax liabilities in connection with the Contract.

5. **Attorneys and Collection Fees**. Any references to payment of attorney or collection fees by the City are deleted or otherwise void.

6. **Indemnification**. Any references to the City indemnifying, defending or holding harmless the Contractor or any other party, person, or entity are deleted or otherwise void.

7. **Time Limitations**. Any provision limiting the timeframe upon which the City can assert, file, or pursue a claim, lawsuit, or legal proceeding in connection with the Contract is deleted or otherwise void.

8. **Disclaimer of Warranties**. The City does not waive, disclaim or exclude any warranties of any non-City party, person, or entity, including without limitation, any non-City party's, person's, or entity's warranties of merchantability or fitness for a particular use or any common law warranties to which the City may be entitled under any circumstance or condition.

9. **Waiver of Claims; Remedies or Damages**. The City does not waive any claim, right, or cause of action (present, past or future) that in any way may arise out of or be related to the Contract. The City further does not waive any type or category of remedies or damages to which it may be afforded or entitled under any circumstance or condition.

10. **Limitation of Liability/Damages**. The City does not limit the liability of a non-City party, person, or entity for any negligent, grossly negligent, reckless, or intentional act of omission or commission, or any combination thereof. The City further does not limit the liability of any non-City party, person, or entity to the amount of the contract or to any other set amount.

11. **Liquidated Damages**. Any references to payment of liquidated damages by the City in the Contract are deleted and void.

12. **Immunities**. The City and its employees and officials do not waive their sovereign immunity or any immunity to which any of them are entitled or conferred under Federal or State law.

13. **Liability of City; Tort Claims Act**. The City shall only be responsible for liability resulting from the acts or omissions of its employees acting within the course and scope of their official duties to the degree and within the parameters permitted or set out under the Mississippi Tort Claims Act. (Miss. Code Ann. §§ 11-46-1, et seq.). Any provisions, terms, or conditions of the Contract that violate or are inconsistent with any applicable or governing provision or term of the Mississippi Tort Claims Act are deleted or otherwise are void.

14. **Control of Litigation**. Any provision giving the Contractor exclusive control over litigation is deleted or otherwise void.

15. **Insurance of City**. Any provision of the Contract that requires the City to purchase any form of insurance is deleted, and any provision of the Contract that requires the City to name a non-City party, person, or entity as an additional insured is deleted or otherwise void.

16. **Arbitration**. The City does not agree to submit to arbitration or mediation in any form and any provision, term, or condition in the Contract to the contrary is deleted or otherwise void.

17. **Unauthorized Payments**. The City does not agree to pay any extra compensation, fees, or allowances after service has been rendered or a contract has been made, or for any payment not authorized by law.

18. **Breach of Contract**. In the event either party materially breaches the Contract, the non-breaching party may terminate the Contract upon thirty (30) days written notice to the breaching party. Such termination shall not prejudice the non-breaching party's right to pursue any and all other legal or equitable remedies available to it.

19. **Assignment/Third Party Beneficiary**. Neither party may assign its rights or delegate its duties under the Contract without the prior written consent of the other party, which shall not be unreasonably withheld. Any purported assignment of rights in violation of this provision is void. The Contract does not and is not intended to confer any rights or remedies upon any persons other than the parties to the Contract.

20. **Public Records**. The parties acknowledge that the City is subject to the Mississippi Public Records Act (Miss. Code Ann. §§ 25-61-1, et seq.). Any agreement regarding confidentiality that may be contained in the Contract shall be construed in accord with such Act, and the release of any public record supersedes any applicable non-disclosure or confidentiality obligation of the City.

21. **City Employment**. Any provision penalizing the City for hiring an employee of Contractor is deleted or otherwise void.

22. **Governmental Entity**. The Contractor recognizes and acknowledges that the City is a political subdivision of the State of Mississippi and enters into the Contract only to the extent authorized by Mississippi law. Any provision of the Contract and any amendment thereto that is not authorized by or is inconsistent with Mississippi law are invalid and deleted or otherwise void.

23. **Contracting Authority**. The Contractor acknowledges that the individual executing the Contract on behalf of the City is doing so in his/her official capacity only. To the extent any provision contained in the Contract exceeds such authority, Contractor agrees that it will not look to the individual in his/her personal capacity or otherwise seek to hold the individual personally liable for exceeding such authority or by which to seek relief from such individual as a guarantor thereof.

24. **Employment Protection Act**. Contractor represents and warrants that it will ensure compliance with the Mississippi Employment Protection Act (Miss. Code Ann. §§ 71-11-1, et seq.) as required.

25. **Independent Contractor.** It is understood by the parties that Contractor, including its employees, is an independent contractor and is not an employee or agent of City. Contractor understands and agrees that neither it nor its employees performing services hereunder shall be entitled to any of the rights, fringe benefits and privileges established for City employees. Contractor retains sole and absolute discretion, control and judgment in the manner and means of carrying out its assignments. Contractor and its employees shall at all times be acting as and deemed to be independent contractors. Nothing contained in the Contract shall be construed to

create a partnership, joint venture, agency or employment relationship between Contractor and City. City shall have no responsibility for any of Contractor's debts, liabilities or other obligations or for the intentional, reckless, negligent or unlawful acts or omissions of Contractor or Contractor's employees or agents. In addition, Contractor may not bind City in any way whatsoever with respect to third parties. If the Agreement requires Contractor to provide on-site services to City, Contractor shall comply with City applicable policies and procedures for facility access for any persons performing services on-site at City.

26. **Entire Agreement**. The parties acknowledge that the Contract, including this Addendum, sets forth the entire agreement and understanding of the parties as to the subject matter(s) including
therein.

27. **Modification; Amendment**. The contract may only be modified by a written amendment authorized and executed by all parties to the contract. No oral statements shall modify or otherwise affect the terms, conditions or specification of the contract.

28. **Waiver of Jury Trial**. The City shall not be subject to the terms of any provision contained in the Contract or any supplemental terms that may seek to waive its right to a jury trial, and any such term(s) requiring same shall be of no force or effect as against the City.

29. **Renewal / Extension of Term**. Any extension or renewal may be subject to approval by the City's Governing Authority and shall be subject to the terms of the City's Standard Contract Addendum that is in effect at that time.

30. **Conflict of Terms**. To the extent there is a conflict between the terms of this Addendum and the terms of the Contract or any supplemental or amended terms thereof, the terms of this Addendum will control. Upon expiration or termination of the Contract, the terms of this Addendum shall survive and will apply with respect to any dispute that may exist between or among the parties.

31. **Failure to Enforce**. Failure by City at any time to enforce any of the provisions of the Contract or this Addendum shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of the Contract or any part thereof or the right of the City to enforce any provision at any time in accordance with its terms.

32. **Insurance**. If the aggregate sum to be paid by City to Contractor shall exceed $5,000.00, and unless the Contract requires higher limits, which shall therefore control over the amounts in this Paragraph / Section, Contractor shall (minimally) have general liability insurance in an amount not less than $1,000,000.00 for bodily injury and property damage, and Contractor shall identify and list City as an additional insured under such coverage and provide to City a copy of the applicable Certificate of Insurance at the time of execution of the Contract. Contractor shall comply with Mississippi law with regard to workers compensation insurance during the pendency of the Contract.

33. **No Security Interest or Lien**. Any term or provision that attempts to grant or give Contractor a security interest in or a lien placed on any property of the City under any circumstance or condition is void and deleted from the Contract.

34. **Notices**. All notices, consents, waivers, and other communications required or permitted by this Contract shall be in writing and shall be deemed given to a party when (a) delivered personally (hand-delivered) to the appropriate addressee; or (b) received or rejected by the addressee if sent by certified mail, return receipt requested, in each case to the following addresses and marked to the attention of the person (by name or title) designated below (or to such other address or person as a party may designate in writing by notice to the other parties):

Contracting Party ("Contrator):

As stated or provided in the Contract

City of Gulfport, Mississippi:

City of Gulfport
Attention: Mayor
2309 15th Street
Gulfport, Mississippi 39501
Telephone: (228) 868-5801

With a mandatory copy to:

City of Gulfport
Attn: City Attorney
2220 15th Street
Gulfport, Mississippi 39501
Post Office Box 1780
Gulfport, Mississippi 39502
Telephone: (228) 868-5811

SIGNATURES:

CONTRACTING PARTY:

Mississippi Power Company

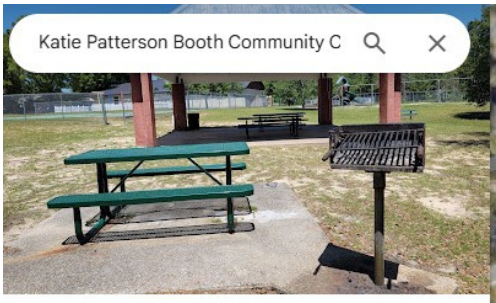
By (Signature): _____
Printed Name: Bryan Coley
Date: 12/04/2025

CITY OF GULFPORT, MISSISSIPPI

By: _____
Name: Hugh Keating
Title: Mayor
Date: November 5, 2025

For Internal Use of City:

Contract Reference or Title of Contract: _____



Katie Patterson Booth Community Center

4.3 ★★★★½ (12)

Park • ♿

Overview Reviews About

Directions Save Nearby Send to phone Share

501 26th St, Gulfport, MS 39507

9WMR+6P Gulfport, Mississippi

Claim this business

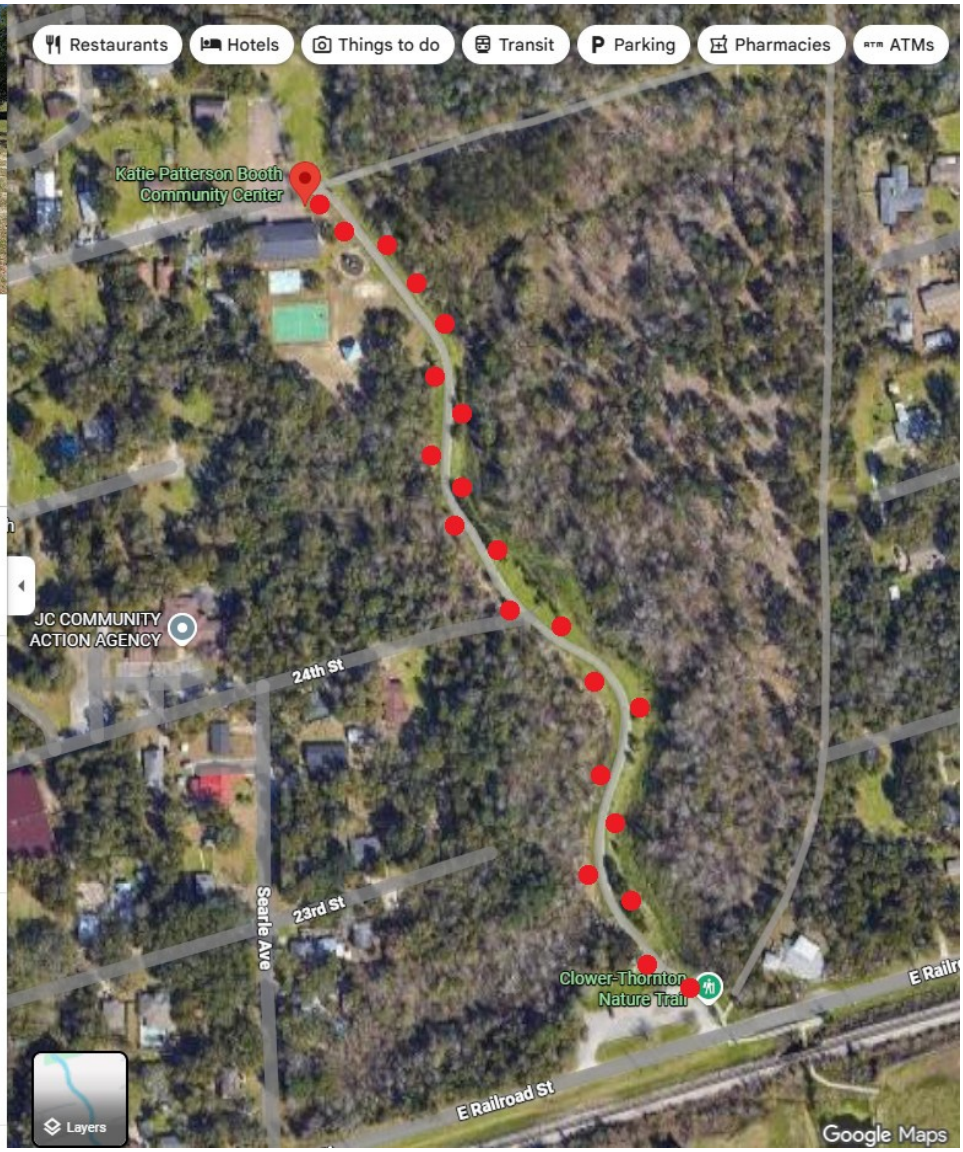
Suggest an edit

Add missing information

Add place's phone number

Add hours

Add website



AGREEMENT
By and Between
City of Gulfport and Gulfside Casino Partnership

This **Agreement** is entered by and between Gulfside Casino Partnership dba Island View Casino Resort dba Windance Country Club (the "Gulfside") and the City of Gulfport, Mississippi ("City"), a municipal corporation existing in the State of Mississippi, (collectively referred to as the "Parties") and is entered into in Gulfport, Mississippi:

Whereas, City annually hosts its Harbor Lights Festival each year in Gulfport, Mississippi, which event will be held this year from November 29, 2025, through December 31, 2025, in and around the Jones Park area ("Event");

Whereas, Gulfside is the owner of Windance Country Club and certain golf carts used in connection with the operation of its golf course located in Gulfport, Mississippi ("Windance");

Whereas, City wishes to utilize eight Gulfside golf carts during the Event and Gulfside is willing to make available golf carts for this purpose subject to the terms set forth herein;

NOW, THEREFORE, in consideration of the terms set forth herein, the Parties hereby agree as follows:

1. Gulfside will make available eight golf carts from Windance Country Club beginning at 8 AM on November 29, 2025 through 10 PM on December 31, 2025 (the "Term"). City is responsible for transport the golf carts from Windance on the first day of the Term and returning them to Windance on the last date of the Term.

2. City agrees to designate responsible drivers who will operate the golf carts in a legal and safe manner during the Term to be used solely in connection with the Event;

3. City agrees to be responsible for any and all damage caused to any of the golf carts made available to the City pursuant to this Agreement, and with respect to any third party claims arising out of its use of the golf carts.

4. Additional terms:

   In the following terms, the words "you" or "your" refer to City (as applicable) and the words "us", "we" or "Gulfside" refer to Gulfside Casino Partnership, its partners, officers, employees and agents:

   a. **Independent Contractor/Damages to Equipment:** You are an independent contractor to us and not an employee. You and we have no master/servant relationship, and we have no right to control your Event or what is occurring at the Event. You agree that if any damage is caused to the golf carts while being used for the Event (excluding ordinary wear and tear), you shall be liable to us for the cost of the repairs.

   b. **Compliance with Laws**: You shall be responsible for obtaining all required permits related to the Event and represent you will fully comply with all applicable laws, ordinances, and other regulations, which may apply or govern the Event.

   c. **Equipment:** You will provide all equipment necessary for the Event, except to the extent we agree to provide the golf carts as stated. We are not responsible for damage to any equipment, and you shall bear the sole risk of loss, including damage to or destruction to any equipment.

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d. **Transportation:** To the extent permitted by Mississippi law, the City will: assume responsibility for transporting the golf carts to and/or from the Event; assume the risk of loss of the golf carts and will assume the risk of loss for any damage, loss or liability related to the use of the golf carts; and fully indemnify Gulfside for any damage related to the golf carts or any injury, damage, loss or liability related to the transportation of guests or caused to property in connection with the Event.

e. **Assignment:** You may not assign or delegate your rights or obligations under this Agreement to any other person or group.

Indemnification and Insurance: To the extent permitted by Mississippi law, the City will indemnify Gulfside Casino Partnership, its partners, officers, employees and agents against damage, loss and liability (each a "Loss") arising directly out or resulting directly from a claim by any third party and/or insurer alleging that a third party has suffered a Loss as the result of the Event, including but not limited to, the negligent or willful acts or omissions of you, any person attending the Event or any agent or representative. Subject to Mississippi law, losses include reasonable court costs and related fees and this indemnification provision contained in this Section shall survive the expiration or sooner termination of this Agreement.

f. **Severability and Entire Agreement:** If any provision of this Agreement is determined by a court to be invalid, all remaining provisions of this Agreement shall continue in effect. This Agreement is the entire Agreement between you and us and supersedes any prior or contemporaneous oral or written agreements between you and us.

g. **Costs and Attorneys' Fees:** In the event of any litigation between you and us and/or third party litigation relating to this Agreement or to the use of the golf carts, and only to the extent permitted by Mississippi law, we shall be entitled to recover from you all expenses incurred in the litigation, including costs and reasonable attorneys' fees.

h. **Jurisdiction and Applicable Law:** Any conflict or dispute that arises between the parties regarding the terms of the Agreement or any other issue related to the Agreement shall be decided under the laws of the State of Mississippi, and any lawsuit filed by any of the parties shall be filed in Harrison County, Gulfport, Mississippi (or, if there is federal jurisdiction, an action may be brought in the United States District Court located in Harrison County, Mississippi). In addition, it is understood the City of Gulfport is a municipal corporation existing in the State of Mississippi; this Agreement and all of its provisions and the effects thereof shall be governed by Mississippi law; and nothing in this Agreement shall be interpreted to remove, reduce, limit, or waive any immunities afforded to the City under statutory or constitutional law.

Agreed, this the 30th day of October, 2025.

Gulfside Casino Partnership
dba Island View Casino Resort
dba Windance Country Club

By: _____
Name: Lindsey Inman
Title: CEO

City of Gulfport, Mississippi

By: _____
Name: Hugh D. Keating
Title: Mayor

MAULDIN & JENKINS
CPAs & ADVISORS

October 10, 2025

Honorable Mayor and Members of the
City Council
City of Gulfport, Mississippi
1410 24th Avenue
Gulfport, Mississippi 39501

Attn: Wayne Miller, Chief Administrative Officer

We are pleased to confirm our understanding of the services we are to provide the City of Gulfport, Mississippi (the "City") for the year ended September 30, 2025.

Audit Scope and Objectives

We will audit the financial statements of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information, including the disclosures, which collectively comprise the basic financial statements, of the City of Gulfport, Mississippi as of and for the year then ended. Accounting standards generally accepted in the United States of America (GAAP) provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the City's basic financial statements. Such information, 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. As part of our engagement, we will apply certain limited procedures to the City's RSI in accordance with auditing standards generally accepted in the United States of America (GAAS). These limited procedures will consist of inquiries of management regarding 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 will 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. The following RSI is required by GAAP and will be subjected to certain limited procedures, but will not be audited:

1. Management's Discussion and Analysis (MD&A).
2. Schedule of City's Proportionate Share of the Net Pension Liability - MPERS
3. Schedule of City's Proportionate Share of the Net Pension Liability - MMRS
4. Schedule of City Contributions – MPERS
5. Schedule of City Contributions - MMRS
6. Schedule of Budget to Actual – Budgetary Basis – General Fund
7. Schedule of Budget to Actual – Budgetary Basis – CDBG Fund

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We have also been engaged to report on supplementary information other than RSI that accompanies the City's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with GAAS and will provide an opinion on it in relation to the financial statements as a whole in a report combined with our auditor's report on the financial statements:

1. Schedule of expenditures of federal awards.
2. Combining and individual fund statements and schedules.

In connection with our audit of the basic financial statements, we will read the following 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:

1. Surety Bond Schedule

The objectives of our audit 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 issue an auditor's report that includes our opinions about whether your financial statements are fairly presented, in all material respects, in conformity with GAAP, and report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. 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 GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment of a reasonable user made based on the financial statements. The objectives also include reporting on -

- Internal control over financial reporting and compliance with provisions of laws, regulations, contracts and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards.*

- Internal control over compliance related to major programs and an opinion (or disclaimer of opinion) on compliance with federal statutes, regulations, and the terms and conditions of federal awards that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and Title 2 U.S. *Code of Federal Regulations* (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance).

Auditor's Responsibilities for the Audit of the Financial Statements and Single Audit

We will conduct our audit in accordance with GAAS; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of the Uniform Guidance, and will include tests of accounting records, a determination of major program(s) in accordance with the Uniform Guidance, and other procedures we consider necessary to enable us to express such opinions. As part of an audit in accordance with GAAS and *Government Auditing Standards*, we will exercise professional judgment and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of waste and abuse is subjective, *Government Auditing Standards* do not expect auditors to perform specific procedures to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste or abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements or noncompliance may not be detected by us, even though the audit is properly planned and performed in accordance with GAAS and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or on major programs. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

We will also conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the government's ability to continue as a going concern for a reasonable period of time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry.

According to GAAS, significant risks include the risk of management's override of internal controls. Accordingly, we have considered this item as a significant risk.

We may, from time to time and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

Our audit of financial statements does not relieve you of your responsibilities.

Audit Procedures—Internal Control

We will obtain an understanding of the government and its environment, including the system of internal control, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinions. 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, misrepresentation, or the override of internal control. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards.*

As required by the Uniform Guidance, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, and the Uniform Guidance.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the City of Gulfport, Mississippi's compliance with provisions of applicable laws, regulations, contracts and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with federal statutes, regulations, and the terms and conditions of federal awards applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of the City of Gulfport's major programs. For federal programs that are included in the Compliance Supplement, our compliance and internal control procedures will relate to the compliance requirements that the Compliance Supplement identifies as being subject to audit. The purpose of these procedures will be to express an opinion on the City of Gulfport's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

Other Services

We will also assist in preparing the financial statements, schedule of expenditures of federal awards, and related notes of the City in conformity with U.S. generally accepted accounting principles and the Uniform Guidance based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform these services in accordance with applicable professional standards. The other services are limited to the financial statements, schedule of expenditures of federal awards, and related notes services previously defined. You acknowledge that the working digital files used to prepare your financial statements constitutes proprietary information to us, and we reserve all rights to these files. We, in our sole professional judgement, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

You agree to assume all management responsibilities relating to the financial statements, schedule of expenditures of federal awards, related notes, and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements, schedule of expenditures of federal awards, and related notes and that you have reviewed and approved the financial statements, schedule of expenditures of federal awards, and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, who possesses suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Responsibilities of Management for the Financial Statements and Single Audit

Our audit will be conducted on the basis that you acknowledge and understand your responsibility for (1) designing, implementing, establishing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including internal controls over federal awards, and for evaluating and monitoring ongoing activities,

to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (4) ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements, schedule of expenditures of federal awards, and all accompanying information in conformity with accounting principles generally accepted in the United States of America; and for compliance with applicable laws and regulations (including federal statutes) and the provisions of contracts and grant agreements (including award agreements). Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

You are also responsible for making drafts of financial statements, schedule of expenditures of federal awards, all financial records and related information available to us and for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers). You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform Guidance, (3) additional information that we may request for the purpose of the audit, and (4) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence. At the conclusion of our audit, we will require certain written representations from you about the financial statements; schedule of expenditures of federal awards; federal award programs; compliance with laws, regulations, contracts, and grant agreements; and related matters.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements of each opinion unit taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants. You are also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements that we report. Additionally, as required by the Uniform Guidance, it is management's responsibility to evaluate and monitor noncompliance with federal statutes, regulations, and the terms and conditions of federal awards; take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; promptly follow up and take corrective action on reported audit findings; and to prepare a summary schedule of prior

audit findings and a separate corrective action plan. The summary schedule of prior audit findings should be available for our review subsequent to the start of fieldwork.

You are responsible for identifying all federal awards received and understanding and complying with the compliance requirements and for the preparation of the schedule of expenditures of federal awards (including notes and noncash assistance received, and COVID-19 related concepts, such as lost revenues, if applicable) in conformity with the Uniform Guidance. You agree to include our report on the schedule of expenditures of federal awards in any document that contains and indicates that we have reported on the schedule of expenditures of federal awards. You also agree to include the audited financial statements with any presentation of the schedule of expenditures of federal awards that includes our report thereon or make the audited financial statements readily available to intended users of the schedule of expenditures of federal awards no later than the date the schedule of expenditures of federal awards is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal awards in accordance with the Uniform Guidance; (2) you believe the schedule of expenditures of federal awards, including its form and content, is stated fairly in accordance with the Uniform Guidance; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards.

You are also responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon or make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes): and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits or other studies related to the objectives discussed in the Audit Scope and Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

With regard to an exempt offering document with which Mauldin & Jenkins is not involved, you agree to clearly indicate in the exempt offering document that Mauldin & Jenkins is not involved with the contents of

such offering document. In the event that Mauldin & Jenkins is requested to be involved with an exempt offering document, you agree that the aforementioned auditor's report or reference to Mauldin & Jenkins will not be included without our prior permission or consent. Furthermore, any agreement to perform work in connection with an exempt offering document, including an agreement to provide permission or consent, will be a separate engagement.

With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on your website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

As an attest client, Mauldin & Jenkins, LLC cannot retain or store documents, data, or records on behalf of the City of Gulfport. This is in accordance with the ET section 1.295.143 of the AICPA Code of Professional Conduct. The City is solely responsible for maintaining its own data and records.

In that regard, SuraLink is used solely as a method of transferring data to Mauldin & Jenkins, LLC and is not intended for the storage of the City's information. All information you will provide through SuraLink is a copy and you will maintain original documents and data as part of your records.

Engagement Administration, Fees, and Other

We understand that your employees will prepare all cash or other confirmations we request and will locate any documents selected by us for testing.

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to electronically submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditors' reports, and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse. We will coordinate with you the electronic submission and certification. The Data Collection Form and the reporting package must be submitted within the earlier of 30 calendar days after receipt of the auditors' reports or nine months after the end of the audit period.

We will provide copies of our reports to the City of Gulfport, Mississippi; however, management is responsible for distribution of the reports and financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Mauldin & Jenkins and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to the Mississippi Office of the State Auditor or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Mauldin & Jenkins personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These

parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by a regulatory body. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party (ies) contesting the audit finding for guidance prior to destroying the audit documentation.

We expect to begin our audit on approximately January 1, 2026 and to issue our reports no later than March 31, 2026. David Irwin is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them. Our fee for the financial and compliance audit will be $91,000 for the year ended September 30, 2025. Our fee for the Single Audit will be $8,000 per major program that is required to be audited under the Uniform Guidance. Our hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees will be rendered as work progresses and are payable upon presentation. A service charge of 1.5% per month (18% annually) will be added onto any balances not paid within 30 days. The above fees are based on anticipated cooperation from your personnel (including complete and timely receipt by us of the information on the respective client participation listings) and the assumption that unexpected circumstances (including scope changes) will not be encountered during the audit. If significant additional time is necessary, we will discuss it with management and arrive at a new fee estimate before we incur the additional costs.

As a result of our prior or future services to you, we might be requested or required to provide information or documents to you or a third party in a legal, administrative, arbitration, or similar proceeding in which we are not a party. If this occurs, our efforts in complying with such requests will be deemed billable to you as a separate engagement. We shall be entitled to compensation for our time and reasonable reimbursement for our expenses (including legal fees) in complying with the request. For all requests we will observe the confidentiality requirements of our profession and will notify you promptly of the request.

Reporting

We will issue written reports upon completion of our Single Audit. Our reports will be addressed to the Honorable Mayor and Members of the City Council for the City of Gulfport, Mississippi. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs to our auditor's report, or if necessary, withdraw from this engagement. If our opinions on the financial statements or the Single Audit compliance opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or to issue reports, or may withdraw from this engagement.

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will state (1) that the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (2) that the report is an integral part of

an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The Uniform Guidance report on internal control over compliance will state that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Both reports will state that the report is not suitable for any other purpose.

We appreciate the opportunity to be of service to the City of Gulfport, Mississippi and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign below and return it to us.

Sincerely,

MAULDIN & JENKINS, LLC

David Irwin

RESPONSE:

This letter correctly sets forth the understanding of the City of Gulfport, Mississippi.

By: Mark D Keating

Title: Mayor

STATE OF MISSISSIPPI

COUNTY OF HARRISON

FIRST JUDICIAL DISTRICT

PROFESSIONAL SERVICES AGREEMENT
BETWEEN CITY OF GULFPORT, MISSISSIPPI
AND MACHADO PATANO DESIGN GROUP

THIS AGREEMENT FOR PROFESSIONAL SERVICES ("Agreement" or "contract") entered into and executed in Gulfport, Mississippi on the day and year hereinafter set forth by and between the **CITY OF GULFPORT, MISSISSIPPI** (herein the "**City**"), having an address of Post Office Box 1780, Gulfport, Mississippi 39502, and **MACHADO PATANO DESIGN GROUP** ("**Contractor**"), having an address of 918 Howard Avenue, Suite F, Biloxi, Mississippi 39530, for the purposes and according to the terms, covenants, and conditions hereinafter set forth, to-wit:

WITNESSETH THAT:

WHEREAS, the City of Gulfport, Mississippi is a municipal corporation organized and existing according to the laws of the State of Mississippi and is governed by a Mayor and City Council; and

WHEREAS, the City desires to engage and contract with a qualified and experienced firm or company that can provide professional review of plans submitted to the City in conjunction with construction projects and/or projects that are otherwise submitted to the City and the subject of applications for permits or permissions from the City and which require review of the same to be in compliance with all applicable or otherwise governing regulations, codes, ordinances, and laws associated with such plans, all on an as-needed basis or as otherwise requested by City; and

WHEREAS, Contractor represents that it has prior and significant experience in the area of review of plans for both commercial and residential development and construction and that it can provide the services that the City desires and, which the City of Gulfport finds, based thereon, to be in the best interests of the City to secure and obtain; and

NOW THEREFORE, for good and valuable consideration as herein provided, Contractor agrees to perform and provide professional services to the City of Gulfport according to the following conditions, terms, and provisions, to-wit:

1. SCOPE OF SERVICES

   Contractor will perform Services in accordance with construction codes, amendments and ordinances adopted by the elected body of the City as well as all applicable or governing state and federal laws and codes and regulations that are applicable to the Services

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provided under this Agreement and as also described or set out in Exhibit "1" to this Agreement, which includes Contractor's August 8, 2024, proposal and description of scope of work delineated therein. The qualified professionals employed by Contractor will maintain current certifications, certificates, licenses as required for Services that they provide to City. Contractor is not obligated to perform services outside of what is contemplated by this Agreement. Unless otherwise provided in Exhibit "2" to this Agreement, Contractor shall provide the Services using hardware and Contractor's standard software package. In the event that City requires that Contractor utilize hardware or software specified by or provided by City, City shall provide the information specified in Exhibit "2." Contractor shall use reasonable commercial efforts to comply with the requirements of Exhibit "2" and City, at its sole expense, shall provide such technical support, equipment or other facilities as Contractor may reasonably request to permit Contractor to comply with the requirements of Exhibit "2."

2. CHANGES TO SCOPE OF SERVICES

Any changes to Services between City and Contractor shall be made in writing that shall specifically designate changes in Service levels and compensation for Services. Both Parties shall determine a mutually agreed upon solution to alter services levels and a transitional timeframe that is mutually beneficial to both Parties. No changes shall be binding absent a written Agreement or Amendment executed by both Parties.

3. FEE STRUCTURE

In consideration of Contractor providing services, City shall pay Contractor for Services performed in
accordance with Exhibit "1" to this Agreement.

4. INVOICE AND PAYMENT STRUCTURE

Contractor will invoice City, on a monthly basis and provide all necessary supporting documentation. Unless otherwise agreed to by the Parties, all payments are due to Contractor within 30 days of Contractor's invoice date. Payments owed to Contractor but not made within sixty (60) days of invoice date shall bear simple interest at the rate of one and one-half percent (1.5%) per month. If payment is not received within ninety (90) days of invoice date, Services will be discontinued until all invoices and interest are paid in full. City may request, and Contractor shall provide, additional information before approving the invoice. When additional information is requested City will identify specific disputed item(s) and give specific reasons for any request. Undisputed portions of any invoice shall be due within 30 days of Contractors invoice date, if additional information is requested, City will submit payment within thirty (30) days of resolution of the dispute.

5. TERM

This Agreement shall be effective on the latest date on which this Agreement is fully executed by both Parties. The initial term of this Agreement shall be twelve (12) consecutive months, with the first month of this initial term being the month in which the last date of signature / execution occurs by the Parties below. The Agreement shall automatically renew for subsequent and consecutive twelve (12) month terms until such time as either Party notifies the other of their desire to terminate this Agreement.

6. TERMINATION

Either Party may terminate this Agreement, or any part of this Agreement upon ninety (90) days written notice, with or without cause and with no penalty or additional cost beyond the rates stated in this Agreement. In case of such termination, Contractor shall be entitled to receive payment for work completed up to and including the date of termination within thirty (30) days of the termination.

All structures that have been permitted, a fee collected, and not yet expired at the time of termination may be completed through final inspection by Contractor if approved by City. Contractor's obligation is met upon completion of final inspection or permit expiration, provided that the time period to reach such completion and finalization does not exceed ninety (90) days. Alternately, City may exercise the option to negotiate a refund for permits where a fee has been collected but inspections have not been completed. The refund will be prorated according to percent of completed construction as determined by Contractor and mutually agreed upon by all Parties. No refund will be given for completed work.

7. FISCAL NON-APPROPRIATION CLAUSE

Financial obligations of City payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available in accordance with the rules, regulations, and resolutions of City, and other applicable law. Upon the failure to appropriate such funds, this Agreement shall be terminated.

8. CITY OBLIGATIONS

City shall timely provide all data information, plans, specifications and other documentation reasonably required by Contractor to perform Services (Materials). City has the right to grant and hereby grants Contractor a fully paid up, non-exclusive, non-transferable license to use the Materials in accordance with the terms of this Agreement.

9. PERFORMANCE STANDARDS

Contractor shall perform the Services using that degree of care, skill, and professionalism ordinarily exercised under similar circumstances by members of the same profession practicing or performing the substantially same or similar services. Contractor represents

to City that Contractor retains employees, contractors, and/or agents that possess the skills, knowledge, and abilities to competently, timely, and professionally perform Services in accordance with this Agreement.

10. INDEPENDENT CONTRACTOR

Contractor is an independent contractor, and, except as provided otherwise in this section, neither Contractor, nor any employee or agent thereof, shall be deemed for any reason to be an employee or agent of City. City shall have no liability or responsibility for any direct payment of any salaries, wages, payroll taxes, or any and all other forms or types of compensation or benefits to any personnel performing services for City under this Agreement. Contractor shall be solely responsible for all compensation, benefits, insurance and employment-related rights of any person providing Services hereunder during the course of or arising or accruing as a result of any employment, whether past or present, with Contractor.

Contractor and City agree that Contractor may provide similar service to other clients while under contract with City and City acknowledges that Contractor employees may provide similar services to multiple clients. Contractor shall at its sole discretion assign and reassign qualified employees, as determined by Contractor, to perform services for City. City may request that a specific employee be assigned to or reassigned from work under this Agreement and Contractor shall consider that request when determining staffing. Contractor shall determine all conditions of employment for its employees, including hours, wages, working conditions, promotion, discipline, hiring and discharge. Contractor exclusively controls the manner, means and methods by which services are provided to City, including attendance at meetings, and Contractor's employees are not subject to the direction and control of City. Except where required by City to use City information technology equipment or when requested to perform the services from office space provided by the City, Contractor employees shall perform the services using Contractor information technology equipment and from such locations as Contractor shall specify. No Contractor employee, sub-contractor, or agent shall be assigned a Municipal email address as their exclusive email address and any business cards or other IDs shall state that the person is an employee of Contractor or providing Services pursuant to a contractual agreement between City and Contractor.

It is the intention of the Parties that, to the greatest extent permitted by applicable law, Contractor shall be entitled to protection under the doctrines of governmental immunity and governmental contractor immunity, including limitations of liability, to the same extent as City would be in the event that the services provided by Contractor were being provided by City. However, it is agreed by the Parties that such entitlement shall not be based on an argument, assumption, or condition that Contractor or any of its employees, contractors, or agents were or are employees of the City at any time. Nothing in this Agreement shall be deemed a waiver of such protections.

11. ASSIGNMENT AND SUBCONTRACT

Neither party shall assign all or part of its rights or obligations under this Agreement to another entity without the written approval of both Parties; consent shall not be unreasonably withheld. Notwithstanding the preceding, Contractor may assign this Agreement in connection with the sale of all or substantially all of its assets or ownership interest, effective upon notice to City, and may assign this Agreement to its parent, subsidiaries or sister companies (Affiliates) without notice to City. Contractor may subcontract any or all of the services to its affiliates without notice to City, Contractor may subcontract any or all of the services to other third parties provided that Contractor gives City prior written notice of the persons or entitles with which Contractor has subcontracted. Contractor remains responsible for any affiliates or subcontractors performance or failure to perform. Affiliates and subcontractors will be subject to the same performance criteria expected of Contractor. Performance clauses will be included in agreements with all subcontractors to assure quality levels and agreed upon schedules are met.

12. INDEMNIFICATION

To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless City, its elected and appointed officials, employees and volunteers and others working on behalf of City, from and against any and all third-party claims, demands, suits, costs (including reasonable legal costs), expenses, and liabilities ("Claims") alleging personal injury, including bodily injury or death, and/or property damage caused in any way by Contractor or any of its officers, employees, contractors, representatives, or agents or breach of this Agreement caused by Contractor or any of its officers, employees, contractors, representatives, or agents or otherwise in any way arising out of or related to any act or omission of Contractor or any of its officers, employees, contractors, representatives, or agents, regardless of whether the same was or is negligent, grossly negligent, or intentional.

To the fullest extent permitted by law and without waiver of governmental immunity, City shall defend, indemnify, and hold harmless Contractor, its officers, employees, representatives, and agents, from and against any and all Claims alleging personal injury, including bodily injury or death, and/or property damage caused in any way by City or any of its officers, employees, contractors, representatives, or agents or breach of this Agreement caused by City or any of its officers, employees, contractors, representatives, or agents or otherwise in any way arising out of or related to any act or omission of City or any of its officers, employees, contractors, representatives, or agents, regardless of whether the same was or is negligent, grossly negligent, or intentional.

If either Party becomes aware of any incident likely to give rise to a Claim under the above indemnities, it shall notify the other and both Parties shall cooperate fully in investigating the incident.

13. INSURANCE

Contractor shall procure and maintain and shall cause any subcontractor of Contractor to procure and maintain, the minimum insurance coverages listed below throughout the term of this Agreement. Such coverages shall be procured and maintained with forms and insurers acceptable to City. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.
Worker's compensation Insurance to cover obligations imposed by applicable law for any employee engaged in the performance of work under this Agreement, and Employer's Liability insurance with minimum limits of one million dollars ($1,000,000) bodily injury each accident, one million dollars ($1,000,000) bodily injury by disease — policy limit, and one million dollars ($1,000,000) bodily injury by disease — each employee.

Commercial general liability Insurance with minimum combined single limits of one million dollars ($1,000,000) each occurrence and two million dollars ($2,000,000) general aggregate. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily Injury, broad form property damage, personal injury (including coverage for contractual and employee acts), blanket contractual, independent Contractor's, and products. The policy shall contain a severability of interest provision and shall be endorsed to include City and City's officers, employees, and Contractors as additional insureds.

Professional liability insurance with minimum limits of one million dollars ($1,000,000) each claim and two million dollars ($2,000,000) general aggregate.

City shall be named as an additional insured on Contractor's insurance coverage.

Contractor shall submit certificates of insurance acceptable to City at time of commencement of this Agreement.

14. THIRD PARTY RELIANCE

This Agreement is intended for the mutual benefit of Parties hereto and no third-party rights are intended or implied.

15. OWNERSHIP OF DOCUMENTS

Except as expressly provided In this Agreement, City shall retain ownership of all Materials and Contractor shall retain ownership of all pre-existing Contractor intellectual property, including improvements thereto all work product and deliverables created by Contractor pursuant to this Agreement. The Materials, work product and deliverables shall be used by Contractor solely as provided in this Agreement and for no other purposes without the express prior written consent of City. Subject to the preceding, as between City and Contractor, all deliverables from the performance of the Services (Deliverables) shall become the exclusive property of City when Contractor has been

compensated for the same as set forth herein, and City shall thereafter retain sole and exclusive rights to receive and use such materials in such manner and for such purposes as determined by it. Notwithstanding any provision of this Agreement to the contrary, Contractor shall have no liability with respect to (i) the use by City of unfinished or draft Deliverables or (ii) the use of Deliverables for any project other than that for which they were prepared or (iii) the use of Deliverables after a change in applicable codes or law. Notwithstanding the preceding, Contractor may use the Materials, work product, deliverables, applications, records, documents and other materials provided to perform the Services or resulting from the Services for purposes of (i) training and (ii) benchmarking of City's performance relative to that of other groups of customers served by Contractor. For the avoidance of doubt, City Data will be provided to third parties, other than hosting providers, development Contractors and other third parties providing services for Contractor, only on an anonymized basis and only as part of a larger body of anonymized data. I f this Agreement expires or is terminated for any reason, all records, documents, notes, data and other materials maintained or stored in Contractor's secure proprietary software pertaining to City will be exported into a CSV file and become property of City. Notwithstanding the preceding, Contractor shall own all rights and title to any Contractor provided software and any improvements or derivative works thereof.

16. CONTRACTOR ACCESS TO RECORDS

Parties acknowledge that Contractor requires access to Records in order for Contractor to perform its obligations under this Agreement. Accordingly, City will either provide to Contractor on a daily basis such data from the Records as Contractor may reasonably request (in an agreed electronic format) or grant Contractor access to its Records and Record management systems so that Contractor may download such data. Data provided to or downloaded by Contractor pursuant to this Section shall be used by Contractor solely in accordance with the terms of this Agreement.

17. CONFIDENTIALITY

Contractor shall not disclose, directly or indirectly, any confidential information or trade secrets of City or proprietary information of others without the prior written consent of City or of those who have ownership rights associated with proprietary information or pursuant to a lawful court order directing such disclosure.

18. CONTRACTOR PERSONNEL

Contractor shall employ a sufficient number of experienced and knowledgeable employees to perform Services in a timely, polite, courteous and prompt manner. Contractor shall determine appropriate staffing levels and shall promptly inform City of any reasonably anticipated or known employment-related actions which may affect the performance of Services. Additional staffing resources shall be made available to City when assigned employee(s) is unavailable.

19. DISCRIMINATION AND ADA COMPLIANCE

Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, disability, national origin or any other category protected by applicable federal or state law. Such action shall include but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notice to be provided by an agency of the federal government, setting forth the provisions of Equal Opportunity laws. Contractor shall comply with the appropriate provisions of the Americans with Disabilities Act (the "ADA"), as enacted and as from time to time amended, and any other applicable federal regulations. A signed certificate confirming compliance with the ADA may be requested by City at any time during the term of this Agreement.

20. E-VERIFY/VERIFICATION OF EMPLOYMENT STATUS

Pursuant to FS 448.095, Contractor certifies that it is registered with and uses the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by Contractor during the term of the Agreement. Contractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement and will verify immigration status to confirm employment eligibility. If Contractor enters into a contract with a subcontractor to perform work or provide services pursuant to the Agreement, Contractor shall likewise require the subcontractor to comply with the requirements of FS 448.095, and the subcontractor shall provide to Contractor an affidavit stating that the subcontractor does not employ, contract with or subcontract with an unauthorized alien. Contractor will maintain a copy of such affidavit for the duration of its contract with owner. Contractor is prohibited from using the E-Verify program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.

21. SOLICITATION/HIRING OF CONTRACTOR'S EMPLOYEES

During the term of this Agreement and for one year thereafter, City shall not solicit, recruit or hire, or attempt to solicit, recruit or hire, any employee or former employee of Contractor who provided services to City pursuant to this Agreement ("Service Providers"), or who interacted with City in connection with the provision of such services (including but not limited to supervisors or managers of Service Providers, customer relations personnel, accounting personnel, and other support personnel of Contractor). Parties agree that this provision is reasonable and necessary in order to preserve and protect Contractor's trade secrets and other confidential information, its investment in the training of its employees, the stability of its workforce, and its ability to provide competitive building department programs in this market. If any provision of this section is found by a court to be overly broad, unreasonable in scope or otherwise unenforceable, Parties agree that such court shall modify such provision to the minimum extent

necessary to render this section enforceable. In the event that City hires any such employee during the specified period, City shall pay to Contractor a placement fee equal to 100 % of the employee's annual salary including bonus and training certification.

22. NOTICES

Any notice under this Agreement shall be in writing and shall be deemed sufficient when presented in person, or sent, pre-paid, first-class United States Mail, or delivered by electronic mail to the following addresses:

If to City:

City of Gulfport
ATTN: Mayor
2309 15th Street
Gulfport, Mississippi 39501

With Copy to:

City Attorney
City of Gulfport
P.O. Box 1780
Gulfport, Mississippi 39502

If to Contractor:

Machado Patano Design Group
ATTN: Gerrod W. Kilpatrick, P.E.
918 Howard Avenue, Suite F
Biloxi, Mississippi 39530

23. FORCE MAJEURE

Any delay or nonperformance of any provision of this Agreement by either Party (with the exception of payment obligations) which is caused by events beyond the reasonable control of such party, shall not constitute a breach of this Agreement, and the time for performance of such provision, if any, shall be deemed to be extended for a period equal to the duration of the conditions preventing such performance.

24. DISPUTE RESOLUTION

In the event a dispute arises out of or relates to this Agreement, or the breach thereof, Parties agree first to try in good faith and within a reasonable period of time, with the same to be determined under the circumstances then and there existing, to settle the dispute through informal negotiation or mediation before resorting to litigation. The cost thereof shall be borne equally by each Party.

25. ATTORNEY'S FEES

In the event of dispute resolution or litigation to enforce any of the terms herein, each Party shall pay all its own costs and attorney's fees.

26. AUTHORITY TO EXECUTE

The person or persons executing this Agreement represent and warrant that they are fully authorized to sign and so execute this Agreement and to bind their respective entitles to the performance of its obligations hereunder,

27. CONFLICT OF INTEREST

Contractor shall refrain from providing services to other persons, firms, or entities that would create a conflict of interest for Contractor with regard to providing the Services pursuant to this Agreement. Contractor shall not offer or provide anything of benefit to any Municipal official or employee that would place the official or employee in a position of violating the public trust as provided under City's charter and code of ordinances, state or federal statute, case law or ethical principles.

28. GOVERNING LAW AND VENUE

The negotiation and interpretation of this Agreement shall be construed under and governed by the laws of the State of Mississippi, without regards to its choice of laws provisions. Exclusive venue for any action under this Agreement, other than an action solely for equitable relief, shall be in the state and federal courts serving City and each party waives any and all jurisdictional and other objections to such exclusive venue.

29. COUNTERPARTS

This Agreement and any amendments or task orders may be executed In one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. For purposes of executing this Agreement, scanned signatures shall be as valid as the original.

30. ELECTRONIC REPRESENTATIONS AND RECORDS

Parties hereby agree to regard electronic representations of original signatures as legally sufficient for executing this Agreement and scanned signatures emailed by PDF or otherwise shall be as valid as the original. Parties agree not to deny the legal effect or enforceability of the Agreement solely because it is in electronic form or because an electronic record was used in its formation. Parties agree not to object to the admissibility of the Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on

the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

31. WAIVER

Failure to enforce any provision of this Agreement shall not be deemed a waiver of that provision. Waiver of any right or power arising out of this Agreement shall not be deemed waiver of any other right or power.

32. ENTIRE AGREEMENT

This Agreement, along with attached exhibits, constitutes the complete, entire and final agreement of the Parties hereto with respect to the subject matter hereof, and shall supersede any and all previous agreements, communications, representations, whether oral or written, with respect to the subject matter hereof. Invalidation of any of the provisions of this Agreement or any paragraph sentence, clause, phrase, or word herein or the application thereof in any given circumstance shall not affect the validity of any other provision of this Agreement.

IN WITNESS HEREOF, the undersigned have caused this Agreement to be executed in their respective names on the dates hereinafter enumerated, after being first duly authorized to do so:

MACHADO PATANO DESIGN GROUP

By: _____

Printe Name: Gerrod W. Hilpatrick

Its: Principal

Dated: 12/4, 2025

CITY OF GULFPORT, MISSISSIPPI

By: _____
Hugh Keating, Mayor

Dated: November 19, 2025

Attest: _____
Rashida Bell, City Clerk

Memorandum – City of Gulfport
URBAN DEVELOPMENT

To: Mayor Billy Hewes and Members of the City Council

CC: Wayne E. Miller, CAO
Jeff Bruni, Esq, City Attorney
Todd Harman, CPA, Director of Finance and Accounting
Jessica Versiga, Purchasing

From: Greg Holmes, Director of Urban Development MJ. IL

Date: 08/22/2024

Re: **Recommendation to Approve Agreement for Professional Services**
- **Plan Review Services**
- **MP Design Group**

Attached for your consideration is a professional services agreement with MP Design Group (MPDG) for the referenced project. The purpose of this agreement is to provide as-needed commercial plan review services to assist the Department of Urban Development. MPDG will provide the following for each plan review.

- MPDG will provide a professional engineer to review plans. The professional will be licensed in the State of MS for the respective discipline.
- MPDG will ensure that the city's building, zoning ordinance, and subdivision regulations are followed.
- MPDG will provide architectural, civil, mechanical, electrical, and structural reviews.
- MPDG will ensure the plans are in compliance with current building codes.
- MPDG will provide a written letter response for each review.

The fee for these plan review services will be hourly (not to exceed) based on the hourly rate schedule provided in the attached proposal. Based off of previous year's number of plans submitted, I would like to place a total not to exceed of $100,000 for this agreement.

I recommend approval of this item.

Attachment:
Proposal for Plan Review Services from MPDG dated August 8, 2024

Exhibit "1" to Contract

David J. Machado, PE
Brad P. Patano, PE
Gerrod W. Kilpatrick, PE
Bradford A. Jones, AIA

YOUR PROJECT · OUR PRIORITY · NO EXCUSES

2024 HOURLY SERVICE RATE/REIMBURSEMENT SCHEDULE

Description	Rate
Principal	$ 262.50
Executive Professional Engineer / Architect	$ 236.25
Sr. Professional Architect	$ 204.75
Sr. Professional Engineer	$ 204.75
Sr. Construction Engineer	$ 204.75
Professional Architect	$ 157.50
Professional Engineer	$ 157.50
Sr. Project Manager	$ 157.50
GPS/Robotic Survey Technician **	$ 157.50
Project Engineer	$ 131.25
Project Architect	$ 131.25
Professional Land Surveyor	$ 131.25
Resident Project Representative	$ 116.50
CAD Designer	$ 89.25
Clerical	$ 73.50
CAD Drafter	$ 73.50
Survey Rodman **	$ 42.00
Survey Laborer **	$ 26.25

*** Service item includes all survey equipment, materials, vehicles, and associated appurtenances to perform all required survey work. Travel time to project site shall be included in hourly billing.*

Aerial Survey Drone (Daily Min.) **$3,150 / DAY**



PROJECT REIMBURSABLE EXPENSES

Project Application Fees = Cost
Mileage = Current Federal Rate
Shipping = Cost
Reproduction (Offsite) = Cost
Travel / Lodging = Cost
Sub-Consultant Fees = Cost + 10%

EXHIBIT 2

MUNICIPAL SPECIFIED OR MACHADO PATANO DESIGN GROUP PROVIDED SOFTWARE

1. Contractor shall provide Services pursuant to this Agreement using hardware and Contractor's standard software package, unless otherwise provided below. Use of Contractor's software shall be subject to the applicable terms of service, privacy and other policies published by Contractor with respect to that software, as those policies may be amended from time to time. In the event that City requires that Contractor utilize hardware and/or software specified by and provided by City, Contractor shall use reasonable commercial efforts to comply with Municipal requirements.

2. City, at its sole expense, shall provide such technical support, equipment or other facilities as Contractor may reasonably request to permit Contractor to comply with Municipal requirements. City will provide the following information to Contractor:

   (1) Municipal technology point of contact information including name, title, email and phone number

   (2) List of technology services, devices and software that the City will provide may include:

   - Client network access
   - Internet access
   - Proprietary or commercial software and access
   - Computer workstations/laptops
   - Mobile devices
   - Printers/printing services
   - Data access
   - List of reports and outputs

Exhibit "2" to Contract

CITY OF GULFPORT, MISSISSIPPI
STANDARD TERMS AND CONDITIONS RIDER / ADDENDUM TO CONTRACT FOR SERVICES

Notwithstanding any term or condition to the contrary contained within any contract wherein the City of Gulfport, Mississippi ("City") is a party, or in any quotation, voucher or purchase order which this Addendum accompanies or to which it is attached ("Contract"), the City does not waive any rights, benefits or prohibitions that may be provided under any law, statute, regulation, or policy. Any and all terms or conditions to the contrary in any Contract to which the City is a party are hereby null, void and deleted. This Addendum shall be deemed incorporated into the Contract and the following terms and conditions shall take precedence over all other terms and conditions. Approval of the Contract by the City's Governing Authority and all amendments thereto is subject to and conditioned on these terms and conditions.

1. **Governing Law/Venue**. The Contract is governed and controlled by the laws of the State of Mississippi. All suits, claims, cases, controversies, actions, disputes, complaints and/or orders related to, arising from, in connection with, or to construe or enforce the Contract shall be governed by the laws of the State of Mississippi, without regard to its conflicts of law principles. The courts of the First Judicial District of Harrison County, Mississippi shall be the sole and exclusive jurisdiction and venue for any civil action related to this Contract, and the Contractor irrevocably consents to jurisdiction in said courts and waives any argument that such courts are not a convenient forum for such litigation. Any provision which purports to establish venue outside the State of Mississippi is deleted and void.

2. **Compliance with Applicable Federal and State Laws**. During the pendency and performance of this Contract, the Contractor agrees to comply with and be bound by all applicable or otherwise governing provisions of Federal and State laws as the same are applicable to Contractor under the Contract or to which Contractor is required to comply with as a result of the City's funding source for the Contract.

3. **Availability of Funds**. The continuance of the Contract with the City is based upon the availability of funds. Therefore, this contract can be cancelled by the City with thirty (30) days' notice to the Contractor at the end of the fiscal period in the event funds are not appropriated by the funding authority. In such event, any property covered by a lease shall be returned to the lessor.

4. **Taxes**. The Contractor is liable for all taxes arising from, related to, or in connection with the Contract or the performance of the Contract. Pursuant to Mississippi law, the City is generally exempt from state sales and use tax. The City will not pay excise, personal property, real property, income, value added, or any other similar taxes. If the Contractor is liable for such taxes, the Contractor shall take such into consideration in pricing and the same will not be added to the price of the Contract. It is the Contractor's responsibility to contact the local taxing authority in the state and county where equipment will be located to determine possible tax liabilities in connection with the Contract.

5. **Attorneys and Collection Fees**. Any references to payment of attorney or collection fees by the City are deleted or otherwise void.

Exhibit "3" to Contract

6. **Indemnification**. Any references to the City indemnifying, defending or holding harmless the Contractor or any other party, person, or entity are deleted or otherwise void.

7. **Time Limitations**. Any provision limiting the timeframe upon which the City can assert, file, or pursue a claim, lawsuit, or legal proceeding in connection with the Contract is deleted or otherwise void.

8. **Disclaimer of Warranties**. The City does not waive, disclaim or exclude any warranties of any non-City party, person, or entity, including without limitation, any non-City party's, person's, or entity's warranties of merchantability or fitness for a particular use or any common law warranties to which the City may be entitled under any circumstance or condition.

9. **Waiver of Claims; Remedies or Damages**. The City does not waive any claim, right, or cause of action (present, past or future) that in any way may arise out of or be related to the Contract. The City further does not waive any type or category of remedies or damages to which it may be afforded or entitled under any circumstance or condition.

10. **Limitation of Liability/Damages**. The City does not limit the liability of a non-City party, person, or entity for any negligent, grossly negligent, reckless, or intentional act of omission or commission, or any combination thereof. The City further does not limit the liability of any non-City party, person, or entity to the amount of the contract or to any other set amount.

11. **Liquidated Damages**. Any references to payment of liquidated damages by the City in the Contract are deleted and void.

12. **Immunities**. The City and its employees and officials do not waive their sovereign immunity or any immunity to which any of them are entitled or conferred under Federal or State law.

13. **Liability of City; Tort Claims Act**. The City shall only be responsible for liability resulting from the acts or omissions of its employees acting within the course and scope of their official duties to the degree and within the parameters permitted or set out under the Mississippi Tort Claims Act. (Miss. Code Ann. §§ 11-46-1, et seq.). Any provisions, terms, or conditions of the Contract that violate or are inconsistent with any applicable or governing provision or term of the Mississippi Tort Claims Act are deleted or otherwise are void.

14. **Control of Litigation**. Any provision giving the Contractor exclusive control over litigation is deleted or otherwise void.

15. **Insurance of City**. Any provision of the Contract that requires the City to purchase any form of insurance is deleted, and any provision of the Contract that requires the City to name a non-City party, person, or entity as an additional insured is deleted or otherwise void.

16. **Arbitration**. The City does not agree to submit to arbitration or mediation in any form and any provision, term, or condition in the Contract to the contrary is deleted or otherwise void.

17. **Unauthorized Payments**. The City does not agree to pay any extra compensation, fees, or allowances after service has been rendered or a contract has been made, or for any payment not authorized by law.

18. **Breach of Contract**. In the event either party materially breaches the Contract, the non-breaching party may terminate the Contract upon thirty (30) days written notice to the breaching party. Such termination shall not prejudice the non-breaching party's right to pursue any and all other legal or equitable remedies available to it.

19. **Assignment/Third Party Beneficiary**. Neither party may assign its rights or delegate its duties under the Contract without the prior written consent of the other party, which shall not be unreasonably withheld. Any purported assignment of rights in violation of this provision is void. The Contract does not and is not intended to confer any rights or remedies upon any persons other than the parties to the Contract.

20. **Public Records**. The parties acknowledge that the City is subject to the Mississippi Public Records Act (Miss. Code Ann. §§ 25-61-1, et seq.). Any agreement regarding confidentiality that may be contained in the Contract shall be construed in accord with such Act, and the release of any public record supersedes any applicable non-disclosure or confidentiality obligation of the City.

21. **City Employment**. Any provision penalizing the City for hiring an employee of Contractor is deleted or otherwise void.

22. **Governmental Entity**. The Contractor recognizes and acknowledges that the City is a political subdivision of the State of Mississippi and enters into the Contract only to the extent authorized by Mississippi law. Any provision of the Contract and any amendment thereto that is not authorized by or is inconsistent with Mississippi law are invalid and deleted or otherwise void.

23. **Contracting Authority**. The Contractor acknowledges that the individual executing the Contract on behalf of the City is doing so in his/her official capacity only. To the extent any provision contained in the Contract exceeds such authority, Contractor agrees that it will not look to the individual in his/her personal capacity or otherwise seek to hold the individual personally liable for exceeding such authority or by which to seek relief from such individual as a guarantor thereof.

24. **Employment Protection Act**. Contractor represents and warrants that it will ensure compliance with the Mississippi Employment Protection Act (Miss. Code Ann. §§ 71-11-1, et seq.) as required.

25. **Independent Contractor.** It is understood by the parties that Contractor, including its employees, is an independent contractor and is not an employee or agent of City. Contractor understands and agrees that neither it nor its employees performing services hereunder shall be entitled to any of the rights, fringe benefits and privileges established for City employees. Contractor retains sole and absolute discretion, control and judgment in the manner and means of carrying out its assignments. Contractor and its employees shall at all times be acting as and deemed to be independent contractors. Nothing contained in the Contract shall be construed to

create a partnership, joint venture, agency or employment relationship between Contractor and City. City shall have no responsibility for any of Contractor's debts, liabilities or other obligations or for the intentional, reckless, negligent or unlawful acts or omissions of Contractor or Contractor's employees or agents. In addition, Contractor may not bind City in any way whatsoever with respect to third parties. If the Agreement requires Contractor to provide on-site services to City, Contractor shall comply with City applicable policies and procedures for facility access for any persons performing services on-site at City.

26. **Entire Agreement**. The parties acknowledge that the Contract, including this Addendum, sets forth the entire agreement and understanding of the parties as to the subject matter(s) including
therein.

27. **Modification; Amendment**. The contract may only be modified by a written amendment authorized and executed by all parties to the contract. No oral statements shall modify or otherwise affect the terms, conditions or specification of the contract.

28. **Waiver of Jury Trial**. The City shall not be subject to the terms of any provision contained in the Contract or any supplemental terms that may seek to waive its right to a jury trial, and any such term(s) requiring same shall be of no force or effect as against the City.

29. **Renewal / Extension of Term**. Any extension or renewal may be subject to approval by the City's Governing Authority and shall be subject to the terms of the City's Standard Contract Addendum that is in effect at that time.

30. **Conflict of Terms**. To the extent there is a conflict between the terms of this Addendum and the terms of the Contract or any supplemental or amended terms thereof, the terms of this Addendum will control. Upon expiration or termination of the Contract, the terms of this Addendum shall survive and will apply with respect to any dispute that may exist between or among the parties.

31. **Failure to Enforce**. Failure by City at any time to enforce any of the provisions of the Contract or this Addendum shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of the Contract or any part thereof or the right of the City to enforce any provision at any time in accordance with its terms.

32. **Insurance**. If the aggregate sum to be paid by City to Contractor shall exceed $5,000.00, and unless the Contract requires higher limits, which shall therefore control over the amounts in this Paragraph / Section, Contractor shall (minimally) have general liability insurance in an amount not less than $1,000,000.00 for bodily injury and property damage, and Contractor shall identify and list City as an additional insured under such coverage and provide to City a copy of the applicable Certificate of Insurance at the time of execution of the Contract. Contractor shall comply with Mississippi law with regard to workers compensation insurance during the pendency of the Contract.

33. **No Security Interest or Lien**. Any term or provision that attempts to grant or give Contractor a security interest in or a lien placed on any property of the City under any circumstance or condition is void and deleted from the Contract.

34. **Notices**. All notices, consents, waivers, and other communications required or permitted by this Contract shall be in writing and shall be deemed given to a party when (a) delivered personally (hand-delivered) to the appropriate addressee; or (b) received or rejected by the addressee if sent by certified mail, return receipt requested, in each case to the following addresses and marked to the attention of the person (by name or title) designated below (or to such other address or person as a party may designate in writing by notice to the other parties):

Contracting Party ("Contrator):

As stated or provided in the Contract

City of Gulfport, Mississippi:

City of Gulfport
Attention: Mayor
2309 15th Street
Gulfport, Mississippi 39501
Telephone: (228) 868-5801

With a mandatory copy to:

City of Gulfport
Attn: City Attorney
2220 15th Street
Gulfport, Mississippi 39501
Post Office Box 1780
Gulfport, Mississippi 39502
Telephone: (228) 868-5811

SIGNATURES:

CONTRACTING PARTY:

MP Design Group

By (Signature): _____
Printed Name: Gerrod Kilpatrick
Date: 12/4/25

CITY OF GULFPORT, MISSISSIPPI

By: _____
Name: Hugh Keating
Title: Mayor
Date: November 19, 2025

For Internal Use of City:

Contract Reference or Title of Contract: Machado Patano Design Group 1182025-9

Memo Date: 12/4/2025

The indebtedness secured by each of these seventeen (17) Deed of Trust has been satisfied in full therefore Satisfaction of Deed of Trust needs to be recorded for the following:

Instrument	Amount
2003 21639 T-J1	$14,975.00
2013 6586 T-J1	$30,000.00
2013 11350 T-J1	$20,000.00
2013 8732 T-J1	$20,000.00
2013 4409 T-J1	$20,000.00
2013 2687 T-J1	$17,000.00
2014 1859 T-J1	$30,000.00
2014 7298 T-J1	$25,000.00
2014 8210 T-J1	$25,000.00
2015 4228 T-J1	$20,000.00
2018 8861 T-J1	$7,500.00
2018 10087 T-J1	$7,000.00
2018 9606 T-J1	$12,000.00
2018 7917 T-J1	$14,500.00
2018 8188 T-J1	$14,500.00
2019 4273 T-J1	$14,000.00
2019 3397 T-J1	$14,000.00
Total	$305,475.00

MEMORANDUM – CITY OF GULFPORT

Date: **DECEMBER 2, 2025**

To: **Mayor Hugh Keating**
City Council Members

From: **Police Department**
Code Enforcement Division

Subject: **Chapter 3 Notice(s) to be made part of the minutes.**

RE: **Chapter 3 Notice(s) Of Certain Property Within The City Of Gulfport per the International Property Maintenance Code (IPMC) For The Said Properties Being Described:**

WARD 2

Parcel 1: 1010K-06-007.000. Lot 11 Hubert Place Subd. Secs. 30/31-7-10. Property Located At 824 Hubert Dr. For Violation Of Remove/Haul Off Trash & Debris, Remove Clutter And Debris, Remove/Relocate Rec Vehicle. Logan Sharon Lynn Case: 17042

WARD 3

Parcel 2: 0710G-01-119.000. Lot 27 Rolling Meadows Subd Unit 6. Property Located At Danube St. For Violation Of Cut & Clean The Property, Remove Weeds, Vines, Limbs, Tr, Remove/Haul Off Trash & Debris, Remove Or Repair & Legally Tag, Remove Vehicle. Mcpherson Katrina R Case: 16982

Parcel 3: 0911C-01-166.000. Lots 40 To 42 Blk 8 Hewes Add. Property Located At 433 23rd St. For Violation Of Remove/Haul Off Trash & Debris, Remove Clutter And Debris. Gautier Chad C And Rhonda S Case: 16991

Parcel 4: 0810N-03-021.000. Lot 3 Blk. 11 Standard Land Subd Sec 33-7-11. Property Located At 2205 30th St. For Violation Of Remove/Haul Off Trash & Debris, Remove Or Repair & Legally Tag, Make Necessary Repairs, Repair, Maintain Or Remove, Correct Unsanitary Condition, Remove Clutter And Debris. Erl Properties LLC Case: 17022

WARD 7

Parcel 5: 0807K-01-020.015. Lot 14 Tara Hills Subd Sec 33-6-11. Property Located At 13423 Tara Hills Dr. For Violation Of Remove Clutter And Debris, Remove Or Weather Proof Tires. Munoz Vanessa A & Tyler M Everett Case: 17029

CODE ENFORCEMENT DIVISION
P.O. Box "S"
Gulfport, MS 39502-1780
Phone: 228-868-5718
Gulfport Police Department
2210 15th St.
Gulfport, MS 39501

November 25, 2025

LOGAN SHARON LYNN
824 HURBERT ST
GULFPORT, MS 39507

NOTICE OF VIOLATION(S) UNDER CHAPTER 3 OF THE INTERNATIONAL PROPERTY MAINTENANCE CODE AND ORDER FOR IMMEDIATE CORRECTIVE ACTIONS

Reference: Tax Parcel Number: 1010K-06-007.000
824 HUBERT DR

The City of Gulfport has adopted various provisions of the International Property Maintenance Code (IPMC) as part of an effort to protect the health, safety, and welfare of its citizens and visitors. The City's Code Enforcement personnel recently conducted a visual inspection of the above noted property. This inspection has revealed that violations of Chapter 3 of the IPMC presently exist on this property and are required to be corrected.

The violations are as follows:

Violation(s):		Required Corrective & Remedial Action(s):
TRASH & DEBRIS, IPMC 308.1		REMOVE/HAUL OFF TRASH & DEBRIS
CLUTTER, IPMC 302.10		REMOVE CLUTTER AND DEBRIS
REC EQUIPMENT APP. A SEC.4(3)		REMOVE/RELOCATE REC VEHICLE

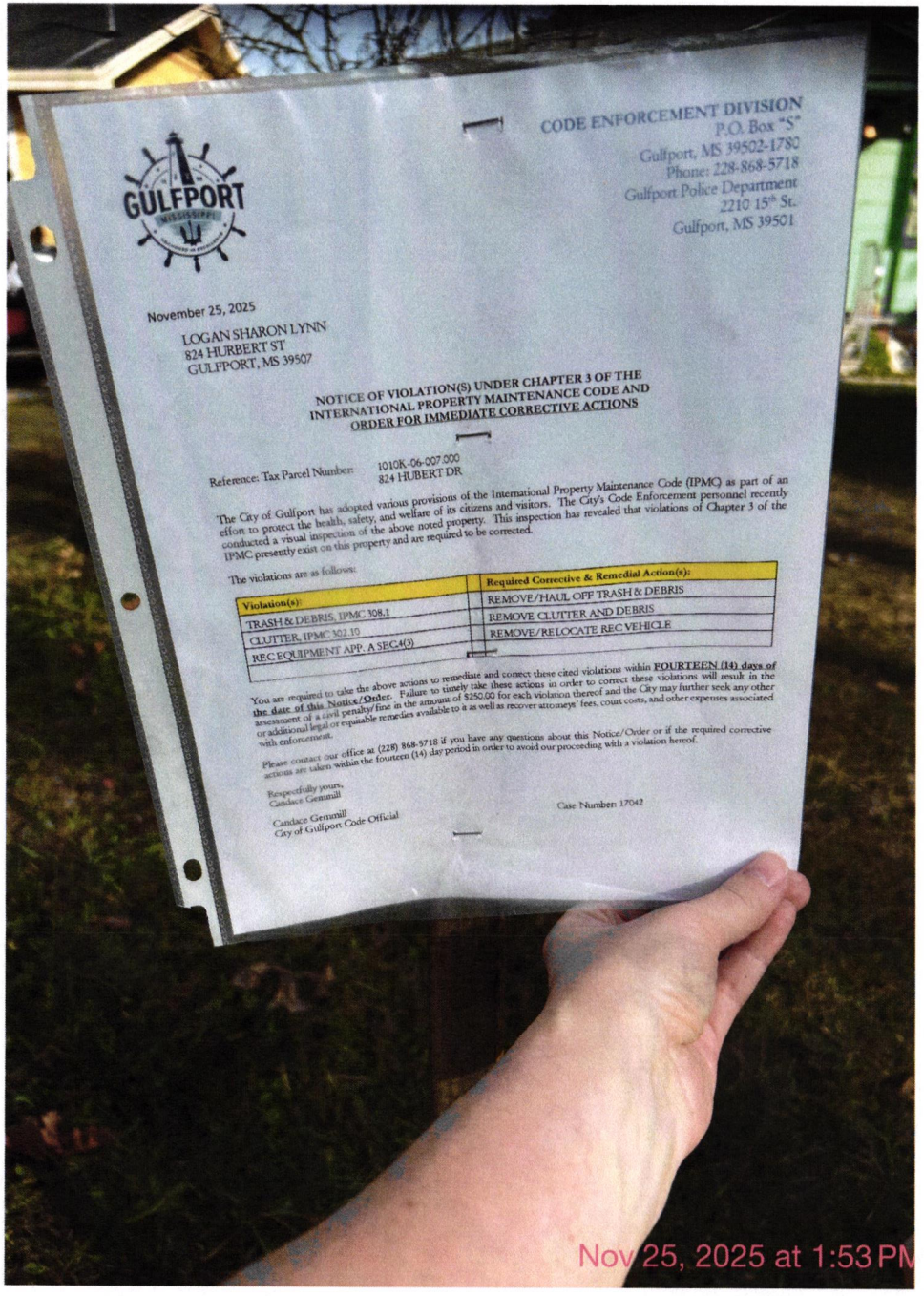
You are required to take the above actions to remediate and correct these cited violations within **FOURTEEN (14) days of the date of this Notice/Order**. Failure to timely take these actions in order to correct these violations will result in the assessment of a civil penalty/fine in the amount of $250.00 for each violation thereof and the City may further seek any other or additional legal or equitable remedies available to it as well as recover attorneys' fees, court costs, and other expenses associated with enforcement.

Please contact our office at (228) 868-5718 if you have any questions about this Notice/Order or if the required corrective actions are taken within the fourteen (14) day period in order to avoid our proceeding with a violation hereof.

Respectfully yours,
Candace Gemmill

Candace Gemmill
City of Gulfport Code Official

Case Number: 17042



CODE ENFORCEMENT DIVISION
P.O. Box "S"
Gulfport, MS 39502-1780
Phone: 228-868-5718
Gulfport Police Department
2210 15th St.
Gulfport, MS 39501

November 25, 2025

LOGAN SHARON LYNN
824 HURBERT ST
GULFPORT, MS 39507

NOTICE OF VIOLATION(S) UNDER CHAPTER 3 OF THE INTERNATIONAL PROPERTY MAINTENANCE CODE AND ORDER FOR IMMEDIATE CORRECTIVE ACTIONS

Reference: Tax Parcel Number: 1010K-06-007.000
824 HUBERT DR

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The violations are as follows:

Violation(s):	Required Corrective & Remedial Action(s):
TRASH & DEBRIS, IPMC 308.1	REMOVE/HAUL OFF TRASH & DEBRIS
CLUTTER, IPMC 302.10	REMOVE CLUTTER AND DEBRIS
REC EQUIPMENT APP. A SEC4(3)	REMOVE/RELOCATE REC VEHICLE

You are required to take the above actions to remediate and correct these cited violations within **FOURTEEN (14) days of the date of this Notice/Order**. Failure to timely take these actions in order to correct these violations will result in the assessment of a civil penalty/fine in the amount of $250.00 for each violation thereof and the City may further seek any other or additional legal or equitable remedies available to it as well as recover attorneys' fees, court costs, and other expenses associated with enforcement.

Please contact our office at (228) 868-5718 if you have any questions about this Notice/Order or if the required corrective actions are taken within the fourteen (14) day period in order to avoid our proceeding with a violation hereof.

Respectfully yours,
Candace Gemmill

Candace Gemmill
City of Gulfport Code Official

Case Number: 17042

Nov 25, 2025 at 1:53 PM



CODE ENFORCEMENT DIVISION
P.O. Box "S"
Gulfport, MS 39502-1780
Phone: 228-868-5718
Gulfport Police Department
2210 15th St.
Gulfport, MS 39501

December 1, 2025

MCPHERSON KATRINA R
121 DANUBE ST
GULFPORT, MS 39501

NOTICE OF VIOLATION(S) UNDER CHAPTER 3 OF THE INTERNATIONAL PROPERTY MAINTENANCE CODE AND ORDER FOR IMMEDIATE CORRECTIVE ACTIONS

Reference: Tax Parcel Number: 0710G-01-119.000
DANUBE ST

The City of Gulfport has adopted various provisions of the International Property Maintenance Code (IPMC) as part of an effort to protect the health, safety, and welfare of its citizens and visitors. The City's Code Enforcement personnel recently conducted a visual inspection of the above noted property. This inspection has revealed that violations of Chapter 3 of the IPMC presently exist on this property and are required to be corrected.

The violations are as follows:

Violation(s):		Required Corrective & Remedial Action(s):
OVERGROWN PROPERTY, IPMC 302.4		CUT & CLEAN THE PROPERTY
WEEDS&PLANT GROWTH, IPMC 302.4		REMOVE WEEDS, VINES, LIMBS, TR
TRASH & DEBRIS, IPMC 308.1		REMOVE/HAUL OFF TRASH & DEBRIS
INOPERABLE VEHICLE, IPMC 302.8		REMOVE OR REPAIR & LEGALLY TAG
VEH. ON VACANT LOT IPMC 301.3		REMOVE VEHICLE

You are required to take the above actions to remediate and correct these cited violations within **FOURTEEN (14) days of the date of this Notice/Order**. Failure to timely take these actions in order to correct these violations will result in the assessment of a civil penalty/fine in the amount of $250.00 for each violation thereof and the City may further seek any other or additional legal or equitable remedies available to it as well as recover attorneys' fees, court costs, and other expenses associated with enforcement.

Please contact our office at (228) 868-5718 if you have any questions about this Notice/Order or if the required corrective actions are taken within the fourteen (14) day period in order to avoid our proceeding with a violation hereof.

Respectfully yours,
Candace Gemmill

Candace Gemmill
City of Gulfport Code Official

Case Number: 16982

CODE ENFORCEMENT DIVISION
P.O. Box "S"
Gulfport, MS 39502-1780
Phone: 228-868-5718
Gulfport Police Department
2210 15th St.
Gulfport, MS 39501

December 1, 2025

MCPHERSON KATRINA R
DANUBE ST
GULFPORT, MS 39501

NOTICE OF VIOLATION(S) UNDER CHAPTER 3 OF THE INTERNATIONAL PROPERTY MAINTENANCE CODE AND ORDER FOR IMMEDIATE CORRECTIVE ACTIONS

Reference: Tax Parcel Number: 0710G-01-119.000
DANUBE ST

The City of Gulfport has adopted various provisions of the International Property Maintenance Code (IPMC) as part of an effort to protect the health, safety, and welfare of its citizens and visitors. The City's Code Enforcement personnel recently conducted a visual inspection of the above noted property. This inspection has revealed that violations of Chapter 3 of the IPMC presently exist on this property and are required to be corrected.

The violations are as follows:

Violation(s):		Required Corrective & Remedial Action(s):
OVERGROWN PROPERTY, IPMC 302.4		CUT & CLEAN THE PROPERTY
WEEDS&PLANT GROWTH, IPMC 302.4		REMOVE WEEDS, VINES, LIMBS, TR
TRASH & DEBRIS, IPMC 308.1		REMOVE/HAUL OFF TRASH & DEBRIS
INOPERABLE VEHICLE, IPMC 302.8		REMOVE OR REPAIR & LEGALLY TAG
VEH. ON VACANT LOT IPMC 301.3		REMOVE VEHICLE

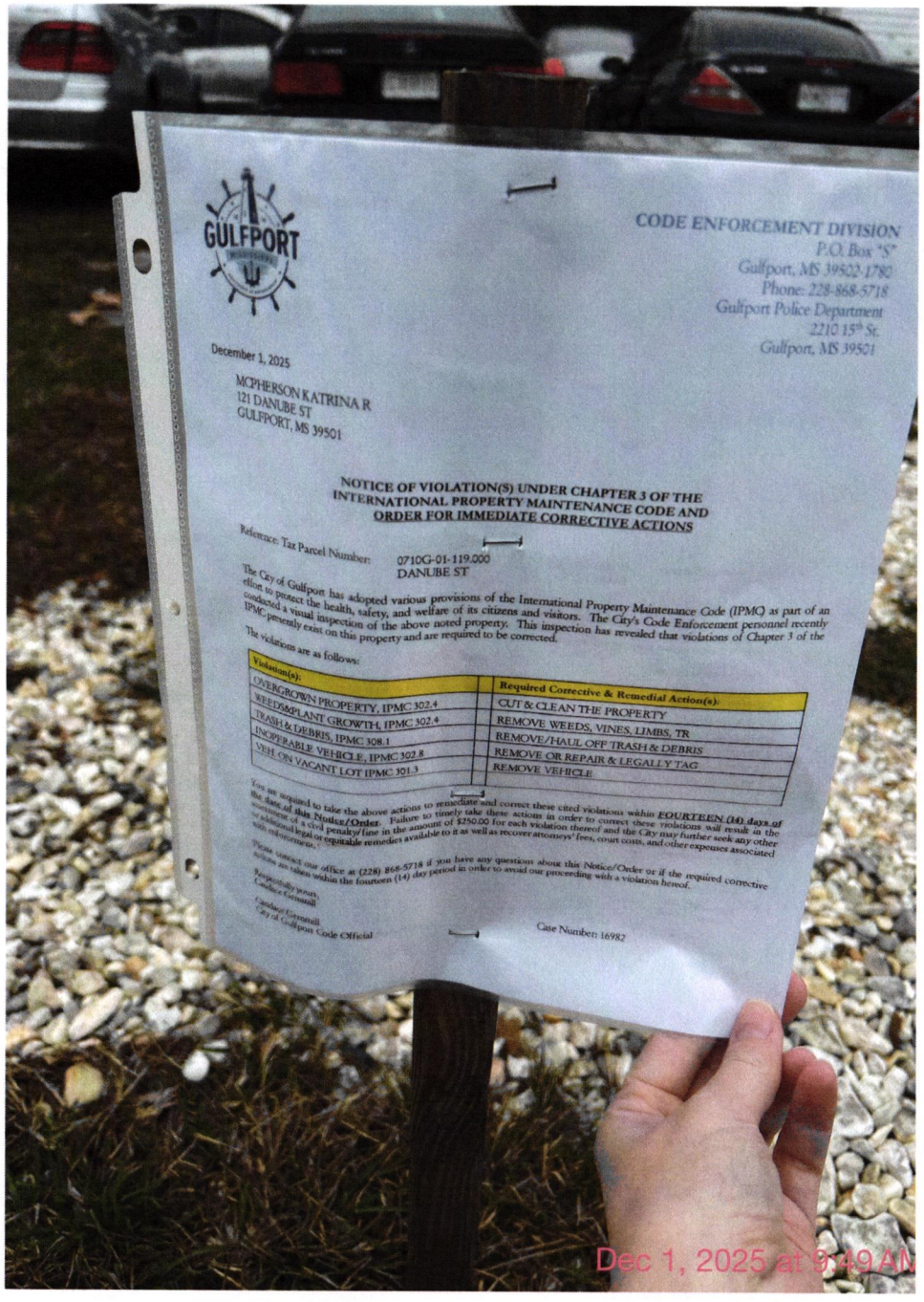
You are required to take the above actions to remediate and correct these cited violations within **FOURTEEN (14) days of the date of this Notice/Order**. Failure to timely take these actions in order to correct these violations will result in the assessment of a civil penalty/fine in the amount of $250.00 for each violation thereof and the City may further seek any other or additional legal or equitable remedies available to it as well as recover attorneys' fees, court costs, and other expenses associated with enforcement.

Please contact our office at (228) 868-5718 if you have any questions about this Notice/Order or if the required corrective actions are taken within the fourteen (14) day period in order to avoid our proceeding with a violation hereof.

Respectfully yours,
Candace Gemmill

Candace Gemmill
City of Gulfport Code Official

Case Number: 16982


GULFPORT
CODE ENFORCEMENT DIVISION
P.O. Box "S"
Gulfport, MS 39502-1780
Phone: 228-868-5718
Gulfport Police Department
2210 15th St.
Gulfport, MS 39501
December 1, 2025
MCPHERSON KATRINA R
121 DANUBE ST
GULFPORT, MS 39501
NOTICE OF VIOLATION(S) UNDER CHAPTER 3 OF THE INTERNATIONAL PROPERTY MAINTENANCE CODE AND ORDER FOR IMMEDIATE CORRECTIVE ACTIONS
Reference: Tax Parcel Number: 0710G-01-119.000
DANUBE ST
The City of Gulfport has adopted various provisions of the International Property Maintenance Code (IPMC) as part of an effort to protect the health, safety, and welfare of its citizens and visitors. The City's Code Enforcement personnel recently conducted a visual inspection of the above noted property. This inspection has revealed that violations of Chapter 3 of the IPMC presently exist on this property and are required to be corrected.
The violations are as follows:
Violation(s):
Required Corrective & Remedial Action(s):
OVERGROWN PROPERTY, IPMC 302.4
CUT & CLEAN THE PROPERTY
WEEDS&PLANT GROWTH, IPMC 302.4
REMOVE WEEDS, VINES, LIMBS, TR
TRASH & DEBRIS, IPMC 308.1
REMOVE/HAUL OFF TRASH & DEBRIS
INOPERABLE VEHICLE, IPMC 302.8
REMOVE OR REPAIR & LEGALLY TAG
VEH ON VACANT LOT IPMC 301.3
REMOVE VEHICLE
You are required to take the above actions to remediate and correct these cited violations within FOURTEEN (14) days of the date of this Notice/Order. Failure to timely take these actions in order to correct these violations will result in the assessment of a civil penalty/fine in the amount of $250.00 for each violation thereof and the City may further seek any other additional legal or equitable remedies available to it as well as recover attorneys' fees, court costs, and other expenses associated with enforcement.
Please contact our office at (228) 868-5718 if you have any questions about this Notice/Order or if the required corrective actions are taken within the fourteen (14) day period in order to avoid our proceeding with a violation hereof.
Respectfully yours,
Candace Grennell
City of Gulfport Code Official
Case Number: 16982
Dec 1, 2025 at 9:49AM


Dec 1, 2025 at 9:49 AM

CODE ENFORCEMENT DIVISION
P.O. Box "S"
Gulfport, MS 39502-1780
Phone: 228-868-5718
Gulfport Police Department
2210 15th St.
Gulfport, MS 39501

December 1, 2025

GAUTIER CHAD C AND RHONDA S
433 23RD ST
GULFPORT, MS 39501

NOTICE OF VIOLATION(S) UNDER CHAPTER 3 OF THE INTERNATIONAL PROPERTY MAINTENANCE CODE AND ORDER FOR IMMEDIATE CORRECTIVE ACTIONS

Reference: Tax Parcel Number: 0911C-01-166.000
433 23RD ST

The City of Gulfport has adopted various provisions of the International Property Maintenance Code (IPMC) as part of an effort to protect the health, safety, and welfare of its citizens and visitors. The City's Code Enforcement personnel recently conducted a visual inspection of the above noted property. This inspection has revealed that violations of Chapter 3 of the IPMC presently exist on this property and are required to be corrected.

The violations are as follows:

Violation(s):		Required Corrective & Remedial Action(s):
TRASH & DEBRIS, IPMC 308.1		REMOVE/HAUL OFF TRASH & DEBRIS
CLUTTER, IPMC 302.10		REMOVE CLUTTER AND DEBRIS

You are required to take the above actions to remediate and correct these cited violations within **FOURTEEN (14) days of the date of this Notice/Order**. Failure to timely take these actions in order to correct these violations will result in the assessment of a civil penalty/fine in the amount of $250.00 for each violation thereof and the City may further seek any other or additional legal or equitable remedies available to it as well as recover attorneys' fees, court costs, and other expenses associated with enforcement.

Please contact our office at (228) 868-5718 if you have any questions about this Notice/Order or if the required corrective actions are taken within the fourteen (14) day period in order to avoid our proceeding with a violation hereof.

Respectfully yours,
Candace Gemmill

Candace Gemmill
City of Gulfport Code Official

Case Number: 16991

433
Dec 1, 2025 at 10:07 AM

GULFPORT
CODE ENFORCEMENT DIVISION
P.O. Box "S"
Gulfport, MS 39502-1780
Phone: 228-868-5718
Gulfport Police Department
2710 15th St.
Gulfport, MS 39501
December 1, 2025
GAUTIER CHAD C AND REONDA S
433 23RD ST
GULFPORT, MS 39501
NOTICE OF VIOLATION(S) UNDER CHAPTER 3 OF THE
INTERNATIONAL PROPERTY MAINTENANCE CODE AND
ORDER FOR IMMEDIATE CORRECTIVE ACTIONS
Reference: Tax Parcel Number 0911G-01-166.000
433 23RD ST
The City of Gulfport has adopted various provisions of the International Property Maintenance Code (IPMC) as part of an effort to protect the health, safety, and welfare of its citizens and visitors. The City's Code Enforcement personnel recently conducted a visual inspection of the above noted property. The inspection has revealed that violations of Chapter 3 of the IPMC presently exist on this property and are required to be corrected.
The violations are as follows:
Violation(s): | Required Corrective & Remedial Action(s):
TRASH & DEBRIS, IPMC 308.1 | REMOVE/HAUL OFF TRASH & DEBRIS
CLUTTER, IPMC 921.10 | REMOVE CLUTTER AND DEBRIS
You are required to take the above actions to remediate and correct these cited violations within FOURTEEN (14) days of the date of this Notice/Order. Failure to timely take these actions in order to correct these violations may result in the assessment of a civil penalty/fine in the amount of $250.00 for each violation described and the City may further result to the assessment of additional legal or equitable remedies available to it as well as recover attorney fees, court costs, and other expenses associated with enforcement.
Please contact our office at (228) 868-5718 if you have any questions about this Notice/Order or if the requested corrective actions are taken within the noted (14) day period in order to avoid our proceeding with a violation hereof.
Case Number: 16991
Respectfully yours,
Candace Gemmill
Candace Gemmill
City of Gulfport Code Official

Dec 1, 2025 at 10:07 AM

CODE ENFORCEMENT DIVISION
P.O. Box "S"
Gulfport, MS 39502-1780
Phone: 228-868-5718
Gulfport Police Department
2210 15th St.
Gulfport, MS 39501

November 25, 2025

ERL PROPERTIES LLC
2205 30TH ST
GULFPORT, MS 39501

NOTICE OF VIOLATION(S) UNDER CHAPTER 3 OF THE INTERNATIONAL PROPERTY MAINTENANCE CODE AND ORDER FOR IMMEDIATE CORRECTIVE ACTIONS

Reference: Tax Parcel Number: 0810N-03-021.000
2205 30TH ST

The City of Gulfport has adopted various provisions of the International Property Maintenance Code (IPMC) as part of an effort to protect the health, safety, and welfare of its citizens and visitors. The City's Code Enforcement personnel recently conducted a visual inspection of the above noted property. This inspection has revealed that violations of Chapter 3 of the IPMC presently exist on this property and are required to be corrected.

The violations are as follows:

Violation(s):		Required Corrective & Remedial Action(s):
TRASH & DEBRIS, IPMC 308.1		REMOVE/HAUL OFF TRASH & DEBRIS
INOPERABLE VEHICLE, IPMC 302.8		REMOVE OR REPAIR & LEGALLY TAG
EXT MAINTENANCE, IPMC 304.1		MAKE NECESSARY REPAIRS
FENCE VIOLATION, IPMC 302.7		REPAIR, MAINTAIN OR REMOVE
UNSANITARY COND. IPMC 302.1		CORRECT UNSANITARY CONDITION
CLUTTER, IPMC 302.10		REMOVE CLUTTER AND DEBRIS

You are required to take the above actions to remediate and correct these cited violations within **FOURTEEN (14) days of the date of this Notice/Order**. Failure to timely take these actions in order to correct these violations will result in the assessment of a civil penalty/fine in the amount of $250.00 for each violation thereof and the City may further seek any other or additional legal or equitable remedies available to it as well as recover attorneys' fees, court costs, and other expenses associated with enforcement.

Please contact our office at (228) 868-5718 if you have any questions about this Notice/Order or if the required corrective actions are taken within the fourteen (14) day period in order to avoid our proceeding with a violation hereof.

Respectfully yours,
Josh Troutman

Josh Troutman
City of Gulfport Code Official

Case Number: 17022

CODE ENFORCEMENT DIVISION
P.O. Box "S"
Gulfport, MS 39502-1780
Phone: 228-868-5718
Gulfport Police Department
2210 15th St.
Gulfport, MS 39501

November 25, 2025

ERL PROPERTIES LLC
1070 MAGNOLIA RD
LUMBERTON, MS 39455

NOTICE OF VIOLATION(S) UNDER CHAPTER 3 OF THE INTERNATIONAL PROPERTY MAINTENANCE CODE AND ORDER FOR IMMEDIATE CORRECTIVE ACTIONS

Reference: Tax Parcel Number: 0810N-03-021.000
2205 30TH ST

The City of Gulfport has adopted various provisions of the International Property Maintenance Code (IPMC) as part of an effort to protect the health, safety, and welfare of its citizens and visitors. The City's Code Enforcement personnel recently conducted a visual inspection of the above noted property. This inspection has revealed that violations of Chapter 3 of the IPMC presently exist on this property and are required to be corrected.

The violations are as follows:

Violation(s):		Required Corrective & Remedial Action(s):
TRASH & DEBRIS, IPMC 308.1		REMOVE/HAUL OFF TRASH & DEBRIS
INOPERABLE VEHICLE, IPMC 302.8		REMOVE OR REPAIR & LEGALLY TAG
EXT MAINTENANCE, IPMC 304.1		MAKE NECESSARY REPAIRS
FENCE VIOLATION, IPMC 302.7		REPAIR, MAINTAIN OR REMOVE
UNSANITARY COND. IPMC 302.1		CORRECT UNSANITARY CONDITION
CLUTTER, IPMC 302.10		REMOVE CLUTTER AND DEBRIS

You are required to take the above actions to remediate and correct these cited violations within **FOURTEEN (14) days of the date of this Notice/Order**. Failure to timely take these actions in order to correct these violations will result in the assessment of a civil penalty/fine in the amount of $250.00 for each violation thereof and the City may further seek any other or additional legal or equitable remedies available to it as well as recover attorneys' fees, court costs, and other expenses associated with enforcement.

Please contact our office at (228) 868-5718 if you have any questions about this Notice/Order or if the required corrective actions are taken within the fourteen (14) day period in order to avoid our proceeding with a violation hereof.

Respectfully yours,
Josh Troutman

Josh Troutman
City of Gulfport Code Official

Case Number: 17022

CODE ENFORCEMENT DIVISION
P.O. Box "S"
Gulfport, MS 39502-1780
Phone: 228-868-5718
Gulfport Police Department
2210 15th St.
Gulfport, MS 39501

November 25, 2025

ERL PROPERTIES LLC
408 MAGNOLIA RD
PERKINSTON, MS 39573

NOTICE OF VIOLATION(S) UNDER CHAPTER 3 OF THE INTERNATIONAL PROPERTY MAINTENANCE CODE AND ORDER FOR IMMEDIATE CORRECTIVE ACTIONS

Reference: Tax Parcel Number: 0810N-03-021.000
2205 30TH ST

The City of Gulfport has adopted various provisions of the International Property Maintenance Code (IPMC) as part of an effort to protect the health, safety, and welfare of its citizens and visitors. The City's Code Enforcement personnel recently conducted a visual inspection of the above noted property. This inspection has revealed that violations of Chapter 3 of the IPMC presently exist on this property and are required to be corrected.

The violations are as follows:

Violation(s):		Required Corrective & Remedial Action(s):
TRASH & DEBRIS, IPMC 308.1		REMOVE/HAUL OFF TRASH & DEBRIS
INOPERABLE VEHICLE, IPMC 302.8		REMOVE OR REPAIR & LEGALLY TAG
EXT MAINTENANCE, IPMC 304.1		MAKE NECESSARY REPAIRS
FENCE VIOLATION, IPMC 302.7		REPAIR, MAINTAIN OR REMOVE
UNSANITARY COND. IPMC 302.1		CORRECT UNSANITARY CONDITION
CLUTTER, IPMC 302.10		REMOVE CLUTTER AND DEBRIS

You are required to take the above actions to remediate and correct these cited violations within **FOURTEEN (14) days of the date of this Notice/Order**. Failure to timely take these actions in order to correct these violations will result in the assessment of a civil penalty/fine in the amount of $250.00 for each violation thereof and the City may further seek any other or additional legal or equitable remedies available to it as well as recover attorneys' fees, court costs, and other expenses associated with enforcement.

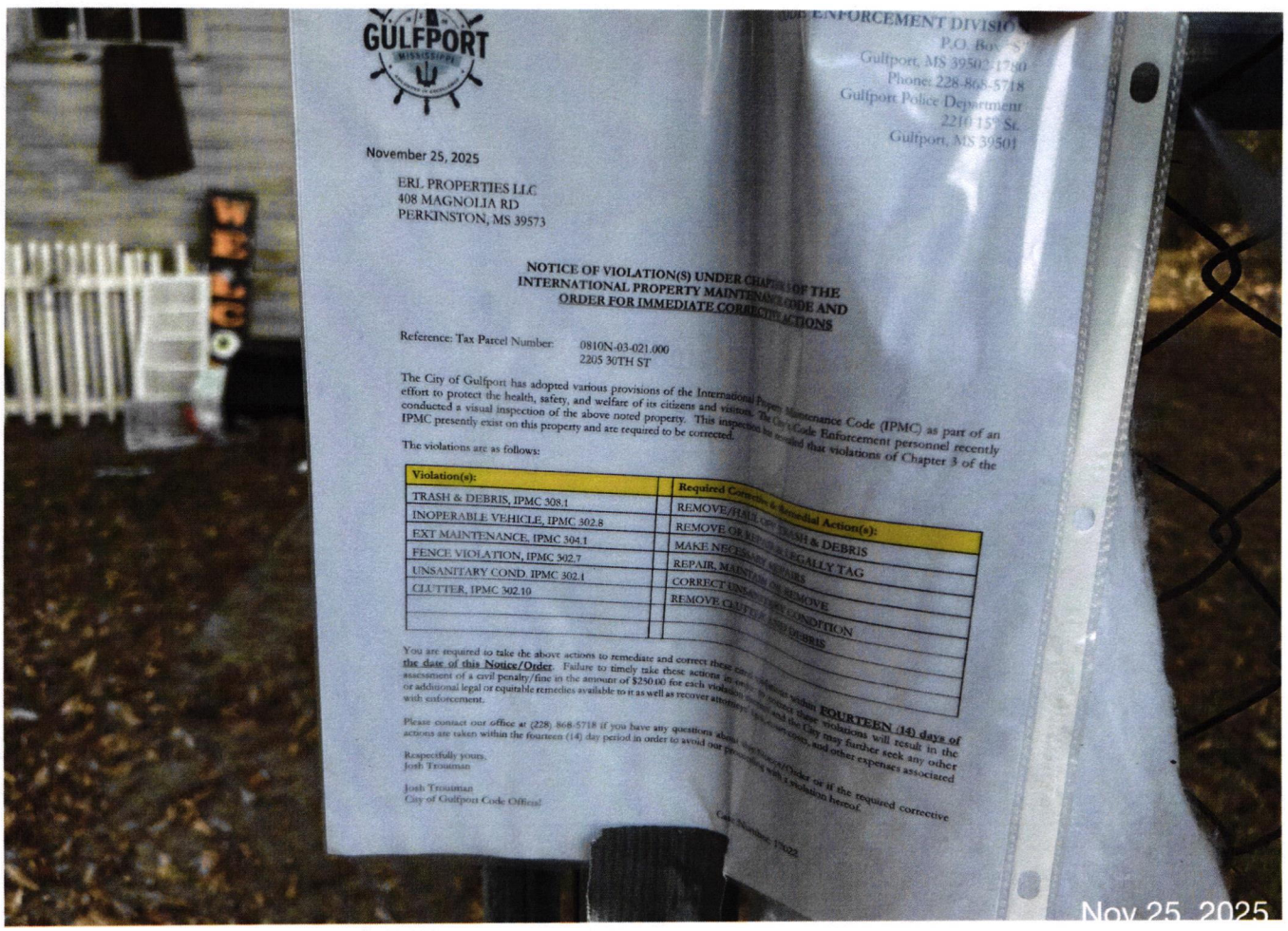
Please contact our office at (228) 868-5718 if you have any questions about this Notice/Order or if the required corrective actions are taken within the fourteen (14) day period in order to avoid our proceeding with a violation hereof.

Respectfully yours,
Josh Troutman

Josh Troutman
City of Gulfport Code Official

Case Number: 17022


2205
TREAT
Nov 25, 2025


GULFPORT
MISSISSIPPI
ENFORCEMENT DIVISION
P.O. Box 57
Gulfport, MS 39502-1780
Phone: 228-868-5718
Gulfport Police Department
2210 15th St.
Gulfport, MS 39501
November 25, 2025
ERL PROPERTIES LLC
408 MAGNOLIA RD
PERKINSTON, MS 39573
NOTICE OF VIOLATION(S) UNDER CHAPTER 3 OF THE
INTERNATIONAL PROPERTY MAINTENANCE CODE AND
ORDER FOR IMMEDIATE CORRECTIVE ACTIONS
Reference: Tax Parcel Number: 0810N-03-021.000
2205 30TH ST
The City of Gulfport has adopted various provisions of the International Property Maintenance Code (IPMC) as part of an effort to protect the health, safety, and welfare of its citizens and visitors. The City's Code Enforcement personnel recently conducted a visual inspection of the above noted property. This inspection has revealed that violations of Chapter 3 of the IPMC presently exist on this property and are required to be corrected.
The violations are as follows:
Violation(s):
Required Corrective & Remedial Action(s):
TRASH & DEBRIS, IPMC 308.1
REMOVE/HAUL OFF TRASH & DEBRIS
INOPERABLE VEHICLE, IPMC 302.8
REMOVE OR REPAIR & LEGALLY TAG
EXT MAINTENANCE, IPMC 304.1
MAKE NECESSARY REPAIRS
FENCE VIOLATION, IPMC 302.7
REPAIR, MAINTAIN OR REMOVE
UNSANITARY COND. IPMC 302.1
CORRECT UNSANITARY CONDITION
CLUTTER, IPMC 302.10
REMOVE CLUTTER AND DEBRIS
You are required to take the above actions to remediate and correct these conditions within FOURTEEN (14) days of the date of this Notice/Order. Failure to timely take these actions in order to correct these violations will result in the assessment of a civil penalty/fine in the amount of $250.00 for each violation, per day, found to exist and the City may further seek any other or additional legal or equitable remedies available to it as well as recover attorney fees, court costs, and other expenses associated with enforcement.
Please contact our office at (228) 868-5718 if you have any questions about this Notice/Order or if the required corrective actions are taken within the fourteen (14) day period in order to avoid our proceeding with a violation hereof.
Respectfully yours,
Josh Trouman
Josh Trouman
City of Gulfport Code Official
Case Number: 17023
Nov 25, 2025

CODE ENFORCEMENT DIVISION
P.O. Box "S"
Gulfport, MS 39502-1780
Phone: 228-868-5718
Gulfport Police Department
2210 15th St.
Gulfport, MS 39501

November 18, 2025

MUNOZ VANESSA A & TYLER M EVERETT
13423 TARA HILLS DR
GULFPORT, MS 39503

NOTICE OF VIOLATION(S) UNDER CHAPTER 3 OF THE INTERNATIONAL PROPERTY MAINTENANCE CODE AND ORDER FOR IMMEDIATE CORRECTIVE ACTIONS

Reference: Tax Parcel Number: 0807K-01-020.015
13423 TARA HILLS DR

The City of Gulfport has adopted various provisions of the International Property Maintenance Code (IPMC) as part of an effort to protect the health, safety, and welfare of its citizens and visitors. The City's Code Enforcement personnel recently conducted a visual inspection of the above noted property. This inspection has revealed that violations of Chapter 3 of the IPMC presently exist on this property and are required to be corrected.

The violations are as follows:

Violation(s):		Required Corrective & Remedial Action(s):
CLUTTER, IPMC 302.10		REMOVE CLUTTER* AND DEBRIS (*TIRES)
IMPROPER TIRE STORAGE (SEC. 4-214 – STORAGE OF TIRES)		REMOVE

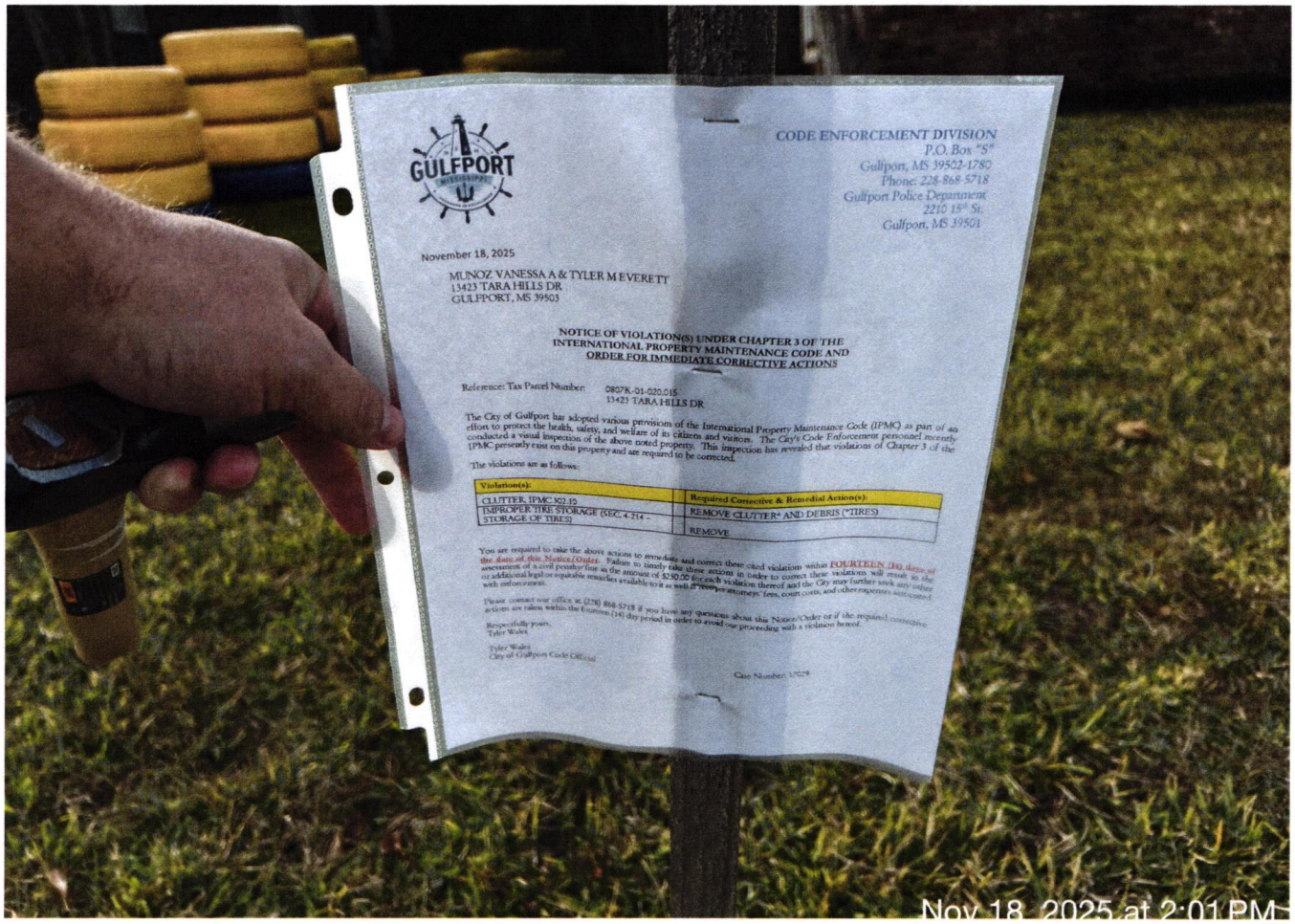
You are required to take the above actions to remediate and correct these cited violations within **FOURTEEN (14) days of the date of this Notice/Order**. Failure to timely take these actions in order to correct these violations will result in the assessment of a civil penalty/fine in the amount of $250.00 for each violation thereof and the City may further seek any other or additional legal or equitable remedies available to it as well as recover attorneys' fees, court costs, and other expenses associated with enforcement.

Please contact our office at (228) 868-5718 if you have any questions about this Notice/Order or if the required corrective actions are taken within the fourteen (14) day period in order to avoid our proceeding with a violation hereof.

Respectfully yours,
Tyler Wales

Tyler Wales
City of Gulfport Code Official

Case Number: 17029


GULFPORT
MISSISSIPPI
CODE ENFORCEMENT DIVISION
P.O. Box "5"
Gulfport, MS 39502-1780
Phone: 228-868-5718
Gulfport Police Department
2210 15th St.
Gulfport, MS 39501
November 18, 2025
MUNOZ VANESSA A & TYLER M EVERETT
13423 TARA HILLS DR
GULFPORT, MS 39503
NOTICE OF VIOLATION(S) UNDER CHAPTER 3 OF THE
INTERNATIONAL PROPERTY MAINTENANCE CODE AND
ORDER FOR IMMEDIATE CORRECTIVE ACTIONS
Reference: Tax Parcel Number 0807K-01-020.015
13423 TARA HILLS DR
The City of Gulfport has adopted various provisions of the International Property Maintenance Code (IPMC) as part of an effort to protect the health, safety, and welfare of its citizens and visitors. The City's Code Enforcement personnel recently conducted a visual inspection of the above noted property. This inspection has revealed that violations of Chapter 3 of the IPMC presently exist on this property and are required to be corrected.
The violations are as follows:
Violation(s):
Required Corrective & Remedial Action(s):
CLUTTER, IPMC 302.19
REMOVE CLUTTER* AND DEBRIS (*TIRES)
IMPROPER TIRE STORAGE (SEC. 4-214 – STORAGE OF TIRES)
REMOVE
You are required to take the above actions to remediate and correct these cited violations within FOURTEEN (14) days of the date of this Notice/Order. Failure to timely take these actions in order to correct these violations will result in the assessment of a civil penalty/fine in the amount of $250.00 for each violation thereof and the City may further seek any other or additional legal or equitable remedies available to it as well as attorneys' fees, court costs, and other expenses associated with enforcement.
Please contact our office at (228) 868-5718 if you have any questions about this Notice/Order or if the required corrective actions are taken within the fourteen (14) day period in order to avoid our proceeding with a violation hereof.
Respectfully yours,
Tyler Wales
Tyler Wales
City of Gulfport Code Official
Case Number: 17079
Nov 18, 2025 at 2:01 PM


Nov 18, 2025 at 2:01 PM

City of Gulfport
Term Contract

Notice is hereby given that the City of Gulfport will receive sealed bids until 10:00 am, local time, January 12, 2026 at the Office of Procurement, located at 1422 23rd Ave, Gulfport, MS 39501 after which time they opened and read aloud, for the following:

Group C2A – Culvert and Ram Neck Piping

Electronic copies of the bid packages are available by contacting jversiga@gulfport-ms.gov or from www.gulfportmsbids.com. All bids must comply with the specifications provided. The City of Gulfport reserves the right to amend the specifications as necessary and agrees to notify all parties having requested bid packets. For any questions relating to electronic bids contact Plan House Printing at www.planhousprinting.com or 662-407-0193.

All bids are to be submitted on the bid form as provided within the specification packet. Failure to do so may disqualify the bidder. Bids can be uploaded to the Planroom at www.gulfportmsbids.com or delivered to Department of Procurement, Jones Building, 1422 23rd Avenue (2nd Floor), Gulfport, MS 39501. The City is not responsible for any bids which are mailed to the wrong address or which arrive in the mail after the designated bid opening time. Bids may be delivered in person to the Owner's office prior to the bid opening at the time, date and location listed above.

The City reserves the right to accept bids by items or by group and to reject any or all bids if deemed to be in the best interest of the City of Gulfport. Bids will be awarded to the "lowest and best" bid submitted.

Sealed bids must be received in the Office of Procurement no later than January 12, 2026 at 10:00 am, local time at 1422 23rd Avenue, Gulfport, MS 39501 or online at www.gulfportmsbids.com .

Any questions in reference to the bid must be received via email to jversiga@gulfport-ms.gov no later than January 5, 2026.

Minority and Women's business enterprises are solicited to bid on this contract as

prime contractors and are encouraged to make inquiries regarding potential subcontracting opportunities and equipment, material and/or supply needs.

The successful bidder must adhere to the City's policy concerning non-discrimination without regard to race, creed, color, age, sex, national origin or handicap.

No bidder may withdraw his bid within sixty (60) days after the actual date of the opening thereof.

Direct contact with any City employee, GRC Commissioners, including Administration and City Council, on the subject of this proposal is strictly forbidden. Violation of this paragraph will result in disqualification of your submission.

Ad Dates: 12/17/2025 and 12/24/2025

Send Invoice & Proof of Publication to:

Jessica Versiga
City of Gulfport
P. O. Box 1780
Gulfport, MS 39502-1780

Memorandum

To: Mayor and Members of the City Council

From: Jessica Versiga, Purchasing Agent

Date: 11/17/2025

Re: Term Contract C2A – Culvert and Ram Neck Piping

The Purchasing Department received two bids for the referenced term contract. During the review process, it was discovered that a section of the bid document was inadvertently omitted from the version distributed to vendors.

Therefore, I am requesting that the two bids received be rejected and that approval be granted to reissue and rebid this term contract.

Thank you for your consideration.

Purchasing Department | P.O. Box 1780 | Gulfport, MS 39502
1422 23rd Avenue | Gulfport, MS 39501
P: 228.868.5705 | E: purchasing@gulfport-ms.gov | www.gulfport-ms.gov

MEMORANDUM – CITY OF GULFPORT

Date: **DECEMBER 2, 2025**

To: **Mayor Hugh Keating**
City Council Members

From: **Sheena Robinson-Gill (Department of Urban Development)**

Re: **Privilege License Report – for the month of November 2025 – to be made a part of the minutes.**

The attached report of Privilege Licenses issued by the City of Gulfport for the period of November 1st through November 30th, 2025 to be presented to the City Council on the 16th day of December, 2025 per Mississippi Code § 27-17-501.

Customer Name 2	Customer Address Line 1	Posted Date	Tender Amount
B & S MINI MART INC	2354 E PASS RD	11/04/2025	$35.00
GROVE TRANSIT	1721 HARDY ST	11/04/2025	$20.00
THE HOT SPOT BISTRO AND LOUNGE	1948 E PASS RD STE A	11/04/2025	$35.00
KARE IN HOME HEALTH SERVICES INC	10281 CORPORATE DRIVE	11/04/2025	$195.00
PDN INC	10278 CORPORATE DRIVE	11/04/2025	$30.00
J & J AUTOMOTIVE	1940 29TH STREET	11/04/2025	$20.00
PASS GROCERY & TOBACCO SHOP/WAHEGURU LLC	1740 E PASS RD STE A	11/04/2025	$40.00
QUALITY BAKERY	1623 25TH AVE	11/04/2025	$20.00
SUNCOAST MAINTENANCE	141 CANAL STREET	11/04/2025	$20.00
SOUTHERN MARSH COLLECTION	10000 FACTORY SHOP BLVD UNIT 420	11/04/2025	$380.00
LEMON TREE	100 CLEVE STREET	11/04/2025	$20.00
DOLLAR TREE #4346	500 VOLVO PKWY	11/04/2025	$62.50
DOLLAR TREE #3254	500 VOLVO PKWY	11/04/2025	$62.50
DOLLAR TREE #8636	500 VOLVO PKWY	11/04/2025	$92.50
INSIDE OUTSIDE	4910 WEST RAILROAD ST	11/05/2025	$27.60
WEE ONES CHILD CARE INC	11376 THREE RIVERS RD	11/05/2025	$30.00
BIENVILLE THERAPY	6300 EAST LAKE BLVD STE 301	11/05/2025	$105.00
RHODES CLUB FITNESS	145 HARDY COURT SHOPPING CTR	11/05/2025	$20.00
RICH'S CAR WASH	442 AZALEA RD	11/05/2025	$20.00
EXQUISITE EVENTS ENRICHMENT CENTER	11334 ARTHUR DR	11/05/2025	$20.00
EXQUISITE KIDS LEARNING ACADEMY	11334 ARTHUR DRIVE	11/05/2025	$20.00
DAYS INN	15250 POOLE ST	11/05/2025	$30.00
HENRY'S PETGROOMING PLUS	1220 PASS RD	11/05/2025	$20.00
LIL TOT'S DAY CARE CENTER	4406 ILLINOIS AVE	11/05/2025	$30.00
EXTRA SPACE STORAGE #5018	2795 EAST COTTONWOOD PKWY STE 400	11/05/2025	$20.00
TJS TRUCKING	14111 OLD HIGHWAY 49	11/05/2025	$30.00
1 CALL PAUL BARBER AND BEAUTY SHOP	2103 25TH AVE	11/05/2025	$20.00
HIBACHI EXPRESS INC.	9354 HWY 49 STE # K	11/05/2025	$45.00
HIGH PERFORMANCE AUTO REPAIR LLC	351 PARK ROW AVE	11/10/2025	$20.00
OASIS MENTAL WELLNESS LLC	296 BEAUVOIR RD #319	11/10/2025	$44.00
FRITZ HOME CO.	1317 24TH AVE	11/10/2025	$18.40
TD PHARMACY	12372 HWY 49	11/10/2025	$75.00
AFAB BAIL BONDING	1701 24TH AVE SUITE B	11/10/2025	$18.40
R MAEGAN REDMOND SALON & SPA	14488 BIG JOHN RD	11/10/2025	$20.00
BACK ON THE RACK UPSCALE RESALE	1720 PASS RD STE C	11/10/2025	$20.00
SOUTH MISSISSIPPI KIDNEY CENTER	125 EAST JOHN CARPENTER FREEWAY STE 1700	11/10/2025	$127.80
SOUTH MS KIDNEY CENTER GULFPORT	3030 N ARNOULT	11/10/2025	$184.80
DAVENPORT HEATING & AIR	16559 MALLARD DR	11/10/2025	$20.00
HAMMETTS AUTO ELECTRIC OF GULFPORT	198 MAIN ST	11/10/2025	$20.00
COAST ROAST COFFEE & TEA	1601 25TH AVE	11/10/2025	$20.00
COAST ROAST COFFEE & TEA	200 E BEACH BLVD	11/10/2025	$114.00
CAMERON DAVIS JIU-JITSU	15795 PARKWOOD DR S	11/10/2025	$44.00
JORDAN NOTARY AGENCY LLC	12100 HIGHWAY 49 SUITE 724	11/10/2025	$20.00
BRINK NANO PROTECTIONS	14049 FOX HILL DR	11/10/2025	$20.00
CATO FASHION # 484	8100 DENMARK RD	11/10/2025	$25.00
SOPREMA USA INC	12251 SEAWAY RD	11/10/2025	$69.00
HANDSBORO ANIMAL HOSPITAL	1445 EAST PASS RD	11/10/2025	$30.00
MOBILITY PLUS GULFPORT	702 W BEACH BLVD	11/10/2025	$25.00
JMK JUST MAKING KLEAN	1800 22ND STREET	11/10/2025	$20.00
DAVIS CHIROPRACTIC CLINIC	P O BOX 3304	11/10/2025	$20.00

DAIRY QUEEN	2610 25TH ST	11/10/2025	$60.00
HAIR POWER	1315 30TH AVE	11/10/2025	$20.00
EXCEED PHYSICAL THERAPY	12261 HWY 49 STE 1	11/10/2025	$30.00
DANIELS REAL ESTATE	P O BOX 6216	11/10/2025	$20.00
BAUDIERS FLOORING	2701 25TH AVENUE	11/10/2025	$20.00
HARBOR FREIGHT TOOLS	26677 AGOURA RD	11/10/2025	$250.00
JACKSON HEWITT TAX SERVICE	2510 PASS RD	11/14/2025	$71.00
UROLOGY ASSOCIATES	168 MOBILE INFIRMARY BLVD	11/14/2025	$60.00
CR7 FOOD MARKET	803 34TH ST	11/14/2025	$20.00
HOUSEKEEPING SERVICES.PEGGY TRONCOSO	11328 MIA DR	11/14/2025	$20.00
PANDA HOUSE	923 OLD TOWNE STREET	11/14/2025	$71.00
DEVOTED HEART HOME CARE LLC	1520 29TH AVE SUITE 4	11/14/2025	$20.00
SONNYS PALLETS	1701 28TH ST #L	11/14/2025	$71.00
DAL POOLS	1009 ANNISTON AVE	11/14/2025	$20.00
RJ BLANCHARD BENEFIT SERVICES LLC	1617 25TH UNIT 104	11/14/2025	$20.00
WILLIAMS SECURITY & PRIVATE INV	14365 5TH AVENUE	11/14/2025	$20.00
H & S HOLDINGS	440 E PASS RD	11/14/2025	$44.00
CHOICE PROPERTIES GULFPORT LLC	520 E PASS RD SUITE N1	11/14/2025	$44.00
REVIVE AESTHETICS & WELLNESS	808 DESOTO STREET	11/14/2025	$20.00
EXTREME AUTO	1912 29TH STREET	11/14/2025	$18.40
BLUE RIBBON TAX	2700 25TH AVE STE B	11/14/2025	$20.00
STORAGE RENTALS OF AMERICA	2751 S DIXIE HWY STE 450	11/14/2025	$20.00
STORAGE RENTALS OF AMERICA	2751 S DIXIE HWY STE 450	11/14/2025	$20.00
HEALING TOUCH HOMEMAKER & COMPANION AGENCY	2468 OLD BAY RD	11/14/2025	$20.00
FELIX LEE ELECTRIC LLC	14005 DUNDEE COVE	11/14/2025	$20.00
JENNER & SONS	10200 LOGAN CLINE RD, SUITE B	11/18/2025	$30.00
THE CUE SHOP	11289 KLEIN RD. STE B	11/18/2025	$25.00
BRANHAM INDUSTRIAL LLC	2205 JOHN HILL BLVD.#2 UNIT A	11/18/2025	$75.00
GULF COAST ELECTRIC LLC	4721 CARDINAL DRIVE	11/18/2025	$20.00
COILED CLIPPERS	11428 HWY 49 UNIT 107	11/18/2025	$20.00
PERKS COFFEE SHOP & CAFE	1309 25TH AVE	11/18/2025	$30.00
MAD KUSTOMZ LLC	3413 B AVE	11/18/2025	$20.00
SALVAGE WORLD OF GULFPORT, LLC	665 EAST PASS RD STE A	11/18/2025	$25.00
NATIONAL MUFFLER & WRECKER SERVICE	1407 PASS RD	11/18/2025	$30.00
LAND PRO LLC	12353 HERRING ROAD	11/18/2025	$20.00
LANDARC LLC	12353 HERRING ROAD	11/18/2025	$20.00
TRINITY LAWN PROFESSIONALS	11541 BARRONE STREET	11/18/2025	$22.81
JOHNSON PAINT BODY & COLLISION	1701 28TH ST STE J	11/18/2025	$20.00
JOHNSON-DAY PROPERTIES	P O BOX 2845	11/20/2025	$20.00
STORAGE PLUS	P O BOX 2845	11/20/2025	$20.00
DALES LAWN SERVICE	12339 BRITTANY BLVD	11/20/2025	$18.40
RPM PIZZA INC	15384 FIFTH ST	11/20/2025	$66.00
DOMINO'S PIZZA #5910	15384 5TH STREET	11/20/2025	$44.00
BOOSE BROTHERS CONSTRUCTION	14536 MADISON ST	11/20/2025	$20.00
DOMINO'S PIZZA STORE #5908	15384 FIFTH STREET	11/20/2025	$66.00
RPM PIZZA INC	15384 FIFTH ST	11/20/2025	$264.00
KATE SPADE	10455 FACTORY SHOPS BLVD	11/21/2025	$20.00
SOUTHERN OAKS	10530 THREE RIVERS RD	11/21/2025	$20.00
RACETRAC PETROLEUM INC.	200 GALLERIA PARKWAY SE #900	11/21/2025	$65.00
UNION AUTO PARTS	1901 I.A.C. DR	11/21/2025	$560.00
NATIONAL AUTO SALES, LLC	109 HILLCREST RD	11/21/2025	$50.00
DS WATERS OF AMERICA INC	2300 WINDY RIDGE PARKWAY SUITE 500	11/21/2025	$20.00

HARTMANN'S HEATING AND AIR LLC	1241 24TH ST	11/21/2025	$20.00
JOURNEYS 1975	535 MARRIOTT DR	11/21/2025	$200.00
SIMPLY CLEAN	109 CLARENCE DR	11/21/2025	$44.00
PROSPER GULFPORT APARTMENTS	980 COURTHOUSE RD	11/21/2025	$30.00
Z TRIP	109 E 34TH ST	11/21/2025	$30.00
WENDYS #247	1 DR M L KING JR AVE STE 130	11/25/2025	$30.00
WENDYS #243	1 DR M L KING JR AVE STE 130	11/25/2025	$30.00
KELLY SERVICES INC	P O BOX 331179	11/25/2025	$20.00
TOPPER WORLD OF GULFPORT	774 EAST I-10 SERVICE ROAD	11/25/2025	$44.00
ANIMAL HOSPITAL OF ORANGE GROVE	14507 DEDEAUX RD	11/25/2025	$51.00
THE FIRST BANCSHARES	P.O. BOX 15549	11/25/2025	$30.00
THE FIRST BANCSHARES	P.O. BOX 15549	11/25/2025	$20.00
RENASANT BANK	P O BOX 15549	11/25/2025	$36.00
DETAIL DOCTOR	1209 SPRING DR	11/25/2025	$20.00
BAYWOOD RESERVE RV	1811 SHOP SPRINGS ROAD	11/25/2025	$20.00
POWER OF THE ALMOND	1920 25TH AVE	11/25/2025	$20.00
		TOTAL :	$5,721.11

Memorandum

To: Mayor Hugh Keating and Members of City Council

CC: Wayne E. Miller, CAO
Kini Gonsoulin, Director of Finance and Accounting
Legal Department

From: J. Tyler Gentry, Director of Public Works JTG

Date: 12/4/2025

Re: **Solid Waste Audit Report for FY 2025**
H2O Innovation Operation & Maintenance, LLC

Attached please find the "Contractor's Quarterly Audit Report for Fy 2025 of H2O Innovation Operation & Maintenance, LLC ("H2O's)" current contract with the City of Gulfport (entitled "Residential and Light Commercial Trash Waste Collection and Disposal Services Agreement Between The City of Gulfport and H2O Innovation Operation & Maintenance, LLC. This Report has been prepared by the City and has been submitted to H2O in accordance with Section 24 of the contract.

This report has been sent to the contractor in accordance with the contract and they are in agreeance with the findings.

This report recommends $200.00 penalties for this period.

I recommend approval of this item.

Attachments:

1. FY 2025 Solid Waste Audit Report H2O

DEPARTMENT OF
PUBLIC WORKS

Contractor's Yearly Audit Report of FY 2025 (H2O Innovation's Contract with City of Gulfport, Mississippi)							
				End of Audit Period 9/30/2025			
3.08 (a) Twenty-Four Hour Correction Period							
RequestId	**Date Initiated**	**Date Closed**	**Days in Penalty**	**Description**	**Submit To**	**Address**	**Recommended Liquidated Damages under Contract**
428015	07/08/25	07/10/25	1	MISSED TRASH PICKUP/DEBRIS	HARRINGTON, RANDALL	700 26TH ST	$100
428017	07/08/25	07/10/25	1	MISSED TRASH PICKUP/DEBRIS	HARRINGTON, RANDALL	437 MCGUIRE CIR	$100
						TOTAL for 3.08 (b)	**$200**
						TOTAL for 3.08 (a) and (b)	**$200**

Recommended by:

J. Tyler Gentry
Director of Public Works

Memorandum

To: Mayor Hugh Keating and Members of City Council

CC: Wayne E. Miller, CAO
Kini Gonsoulin, Director of Finance and Accounting
Legal Department

From: J. Tyler Gentry, Director of Public Works JTG

Date: 12/4/2025

Re: **Solid Waste Audit Report for FY 2025**
Waste Pro

Attached please find the "Contractor's Quarterly Audit Report for Fy 2025 of Waste Pro of Mississippi ("WP's)" current contract with the City of Gulfport (entitled "Residential and Light Commercial Trash Waste Collection and Disposal Services Agreement Between The City of Gulfport and Waste Pro of Mississippi, Inc. This Report has been prepared by the City and has been submitted to Waste Pro in accordance with Section 24 of the contract.

This report has been sent to the contractor in accordance with the contract and they are in agreeance with the findings.

This report recommends no penalties for this period.

I recommend approval of this item.

Attachments:

1. FY 2025 Solid Waste Audit Report Waste Pro

DEPARTMENT OF
PUBLIC WORKS

Contractor's Yearly Audit Report of FY 2025 (Waste Pro's Contract with City of Gulfport, Mississippi)							
				End of Audit Period 9/30/2025			
3.08 (a) Twenty-Four Hour Correction Period							
RequestId	**Date Initiated**	**Date Closed**	**Days in Penalty**	**Description**	**Submit To**	**Address**	**Recommended Liquidated Damages under Contract**
						TOTAL for 3.08 (b)	**$0**
						TOTAL for 3.08 (a) and (b)	**$0**

Recommended by:

J. Tyler Gentry
Director of Public Works

Memorandum

To: Mayor Hugh Keating and Members of City Council

CC: Wayne E. Miller, CAO
Kini Gonsoulin, Director of Finance & Accounting
Jeremy Harrison, P.E., Director of Engineering
Ryan Busby, Project Manager - H2O Innovation Operation & Maintenance, LLC
Legal Department

From: J. Tyler Gentry, Director of Public Works JTG

Date: December 4, 2025

Re: **Resolution – Requesting Issuance of Special Check to Pay Invoice 2025-RET-DB – H2O Innovation Operation & Maintenance, LLC**

The Department of Public Works is requesting approval to issue a special check in the amount of $105,265.84 to H2O Innovation Operation & Maintenance, LLC for payment of the above referenced invoice for release of retainage held from October 1, 2024 through September 30, 2025.

Below is a chart showing how the retainage totals were determined:

Division	Cost FY2025 (October 1, 2024 – September 30, 2025)	Retainage (5%)	Retainage Withheld by City	Retainage to be Released to H2O Innovation Operation & Maintenance, LLC.
Solid Waste	$2,109,317.16	$105,465.84	$200.00	$105,265.84
Total	**$2,109,317.16**	**$105,465.84**	**$200.00**	**$105,265.84**

I recommend approval for issuance of this special check.

Attachments: 1. Invoice No. 2025-RET-DB from H2O Innovation Operation & Maintenance, LLC
2. FY 2025 Solid Waste Audit Report H2O

Office of the Director of Public Works | 4050 Hewes Avenue | Gulfport, MS 39507
P: 228.868.5740 | E: jgentry@gulfport-ms.gov | www.gulfport-ms.gov

DEPARTMENT OF
PUBLIC WORKS

Contractor's Yearly Audit Report of FY 2025 (H2O Innovation's Contract with City of Gulfport, Mississippi)							
				End of Audit Period 9/30/2025			
3.08 (a) Twenty-Four Hour Correction Period							
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						TOTAL for 3.08 (b)	**$200**
						TOTAL for 3.08 (a) and (b)	**$200**

Recommended by:

J. Tyler Gentry
Director of Public Works

h2o innovation®
Trusted Utility Partners

4050 Hewes Avenue
Gulfport MS, 39507
Office: (228) 868-5740
Fax: (228) 868-574

December 4, 2025

To: Tyler Gentry

From: Ryan Busby

Subject: FY 2025 Retainage – Collection and Disposal of Trash

Mr. Gentry,

Please find attached our invoice for retainage for Fiscal Year 2025 for the Collection and Disposal of Trash contract. The retainage reflects work completed between October 1, 2024, and September 30, 2025, under the Professional Services Agreement with the City of Gulfport.

The total amount due for retainage release is $105,265.84. All previous payments have been received and properly applied toward completed work, and all obligations under prior applications have been satisfied. The attached invoice includes certification of completion and backup documentation for this final retainage payment.

We appreciate the opportunity to continue providing services to the City of Gulfport and look forward to maintaining the same level of quality and responsiveness for the citizens we serve.

Sincerely,

Ryan Busby
Project Manager

Trusted Utility Partners

APPLICATION FOR RELEASE OF RETAINAGE
December 4, 2025

INVOICE **Invoice No. 2025-RET-DB**

CONTRACT FOR: Professional Services Contract for Collection and Disposal of Trash for Work accomplished between October 1, 2024, and September 30, 2025

GULFPORT, CITY OF – COLLECTION AND DISPOSAL OF TRASH
Gulfport Public Works Department
4050 Hewes Ave.
Gulfport, MS 39507

Retainage Held for Contract year October 1, 2024, through September 30, 2025,

Retainage	**$105,465.84**
Penalties – 2 missed debris piles within 24 hours	**$200.00**
Total Amount Due This Payment Application	**$105,265.84**

CONTRACTOR'S Certifications:
The undersigned CONTRACTOR certifies that: (1) all previous progress payments received from OWNER on account of Work done under the Contract referred to above have been applied to discharge in full all obligations of CONTRACTOR incurred in connection with Work covered by prior Applications for Payment numbered 0 through _____inclusive; (2) title to all work, materials and equipment incorporated in said Work or otherwise listed in or covered by the Application for Payment will pass to OWNER at time of payment free and clear of all liens, claims, security interest and encumbrances (except such as are covered by Bond acceptable to OWNER indemnifying OWNER against any such lien, claim, security interest or encumbrance); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and not defective as that term is defined in the Contract Documents.

H2O INNOVATION, OPERATION AND MAINTENANCE, LLC, CONTRACTOR

_____ Authorized Signature

Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

Dated: 12/4, 2025

_____ CITY OF GULFPORT – PUBLIC WORKS
Authorized Signature

NORTH GULFPORT WASTEWATER TREATMENT PLANT FILTER ROOF STRUCTURE
(MCWI No. 149-2-CW-5.5)
GULFPORT, MS

ADVERTISEMENT FOR BIDS

The City of Gulfport is inviting sealed bids for the North Gulfport Wastewater Treatment Plant Filter Roof Structure (MCWI No. 149-2-CW-5.5). Bids must be submitted to the Office of Procurement at 1410 24th Avenue, Hardy Building, 2nd Floor, Gulfport, MS 39501, by **10:00 a.m. local time on January 22, 2026**. Bids can be delivered via mail, hand delivery, or uploaded to The Planroom at www.gulfportmsbids.com. After the specified time, bids will be opened and read aloud. The proposal and contract documents should be enclosed in a sealed envelope marked **North Gulfport Wastewater Treatment Plant Filter Roof Structure (MCWI No. 149-2-CW-5.5)"** and delivered to the City of Gulfport Procurement Department at the aforementioned address. Alternatively, submissions can be made electronically at www.gulfportmsbids.com before the designated deadline.

Scope of Work: This project consists of the procurement and installation of a pre-engineered clear span metal roof structure, along with the associated concrete foundations and lighting/power package, plus a fully coordinated top running overhead traveling crane system to service the four filter basins, plus any other associated scope of work included in the contract documents.

Plans and specifications may be obtained from the Procurement Office, 1410 24th Avenue, Hardy Bldg., Gulfport MS 39501 between the hours of 8:00 a.m. and 5:00 p.m. Monday through Friday.

All inquiries regarding this bid should be directed in writing to Ben Benvenutti, P.E. at ben@ccellc.us. Questions must be received no later than January 15, 2026, at 10:00 a.m. CST to be considered. Any questions submitted after this deadline will not be entertained.

Please note that only written inquiries will be accepted; telephonic inquiries will not be considered. Thank you for your cooperation.

The City is NOT responsible for bids which are mailed to the wrong address or which arrive in the mail after the designated bid opening time. Bids may be delivered in person to the Office of Procurement prior to the bid opening at the time, date and location listed above.

The project will be awarded to the lowest and best bidder. However, the City of Gulfport reserves the right to accept or reject any or all bids or to waive any informality.

The successful bidder must adhere to the City's policy concerning non-discrimination without regard to race, creed, color, age, sex, national origin or handicap.

No bidder may withdraw his bid within sixty (60) days after the actual date of the opening thereof.

The Contractor shall adhere to all procurement requirements as per document 2 CFR 200 as a part of the project expected to be funded in whole or in part by anticipated funds from the Mississippi Municipality & County Water Infrastructure (MCWI) Grant Program with anticipated American Rescue Plan Act (ARPA) funds.

Each bid must be accompanied by a bid security (which may be prepared in the form a bid bond), duly executed by the bidder as principal and having as surety thereon a surety company approved by Owner, in the amount of five percent (5%) of the bid, or a certified check in the amount of five percent (5%) of the bid.

Minority and women's business enterprises are solicited to bid on this contract as prime contractors and are encouraged to make inquiries regarding potential subcontracting opportunities and equipment, material and/or supply needs. All bidders must make positive efforts to use small and minority owned business and women business enterprises.

Additional information and assistance regarding this bid opportunity, the MS Procurement Technical Assistance Program (MPTAP), and local contract procurement center may be found at www.mscpc.com.

Direct contact with any City employee, GRC Commissioners, including Administration and City Council, on the subject of this proposal is strictly forbidden. Violation of this paragraph will result in disqualification of your submission.

Please run in the Sun Herald on Publication Dates: 12/17/2025 & 12/24/2025

Send Invoice & Proof of Publication to: **Purchasing Department**
City of Gulfport
P. O. Box 1780
Gulfport, MS 39502-1780