



**REGULAR MEETING AGENDA
CITY OF OCEAN SPRINGS
MAYOR & BOARD OF ALDERMAN
TUESDAY, MAY 2, 2023 - 6:00 PM
CITY HALL**

1. CALL TO ORDER

2. INVOCATION AND PLEDGE OF ALLEGIANCE

3. PRESENTATION/PROCLAMATIONS

- a. Friends of the Mississippi Vietnam Memorial Park
- b. Proclamation - National Safe Boating Week - May 20-26, 2023
- c. Proclamation - 2023 Peace Officers Memorial Day and Police Week

4. PUBLIC HEARINGS

- a. PLANNING COMMISSION REPORT: Request Approval of Zoning Change by Ordinance Adoption from the R-2 (Low-Medium Density Single-Family Residential District) to the R-3 (Medium Density Single Family Residential District), Northwest corner of Groveland Road and Deana Road) - Parcel No.: 60123040.000
- b. PLANNING COMMISSION REPORT: DRAFT ORDINANCE: Consideration to Adopt an Amendment to the Zoning Regulations on Residential Short-Term Rentals

5. AGENDA PUBLIC COMMENT *** The Public is invited to address the Board for up to 3 minutes each for a maximum period of 30 minutes, **ONLY regarding issues listed on this agenda.** The Board will take all comments under advisement for potential action if warranted. **Please identify yourself and the agenda item.** If no agenda item is stated, you will be asked to hold your comment until General Public Comment at the end of the meeting.*

6. OLD BUSINESS

- a. Weapons Policy discussion - City Attorney

7. NEW BUSINESS

- a. Taconi Window Project - Execute Contract
- b. Discuss the JCUA Representative appointment

8. CONSENT AGENDA ** All matters listed under Consent Agenda are considered to be routine by the Board of Aldermen and will be enacted by one motion. There will not be a separate discussion of these items. If discussion is desired, that item will*

be removed from the Consent Agenda and will be considered separately.

Mayor:

- a. Approve Run/Walk Application for Gray Over the Bay on May 13, 2023, from 9:00 - 11:00 a.m.; OS Bridge/Front Beach 5K, no cost to the City, the applicant pays associated event cost
- b. Approve Special Event Application for Bud & Burgers Cooking Competition and Main Street Festival on May 20, 2023, 12:00 p.m. - 9:00 p.m., at L&N Depot Parking Lot and Robinson Street, at no cost to the City, the applicant pays the associated event cost
- c. Approve Special Event Application for the 45th Annual Peter Anderson Arts and Crafts Festival on November 4-5, 2023, in downtown Ocean Springs; overtime costs incurred for the city
- d. Approve Special Event Application for St. Alphonsus Procession on June 11, 2023, from 3:30-4:45 p.m.; in downtown Ocean Springs, at no cost to the City, the applicant pays the associated event cost
- e. Approve waiving the permit fees for Coast Transit Authority to rebuild the bus stop on Washington Avenue.

Mary C:

- f. Authorize the Mayor and Arts & Culture Coordinator to execute the Memorandum of Understandings (MOUs) and Hold Harmless with instructors/partners: the Historic Ocean Springs Association (HOSA), Donald Del Cid, River Rock Yoga & Pilates, Ceejay Lewis, and Chelsea Prince

City Clerk:

- g. Ratify check 126012 for \$27,200.00 to Crocker Heating & Air for A/C unit at 711 Magnolia Ave
- h. Ratify check 126013 for \$4,452.25 to Todd Pigg for construction of grill at MLK Park
- i. Approve Minutes: Regular Meeting April 4, 2023
- j. Approve Minutes: Recess Meeting April 18, 2023
- k. Approve Minutes: Special Call Meeting April 18, 2023
- l. Accept the April 2023 Aged Receivable Report for utility billing

Police Department:

- m. Authorize to execute the Interlocal Agreement with Singing River Health System and adopt the Resolution
- n. Authorize the Mayor to execute the Memorandum of Understanding (MOU) for mutual aid and cooperative action for Special Weapons and Tactics (SWAT) operations

Fire Department:

- o. Authorize to enter an MOU with MS Office of Homeland Security
- p. Authorize the use of a city vehicle out of state for travel purposes

Human Resources/Risk Management:

- q. Accept resignation of Police Officer Adam Frazier, effective June 4, 2023; authorize to begin the process of filling the vacant position
- r. Authorize removal of Police Officer Tam Nguyen from probationary status to full time status effective immediately
- s. Authorize removal of Administrative/Purchasing Assistant Kendall Goller from probationary status to full time status effective immediately
- t. Accept resignation of Parks Maintenance Laborer Harry Sartin, effective April 17, 2023; authorize to begin the process of filling the vacant position
- u. Accept resignation of Sewer Laborer Hayden Taylor, effective April 28, 2023; authorize to begin the process of filling the vacant position

Grants Administration:

- v. R-109-282-07-KCR – Parktown Area Improvements – Phase II, Authorization to Execute Closeout Documents with Coastal Development and Construction
- w. Memorandum of Understanding – MDEQ RESTORE Funds – Front Beach Event Center and Marina – Authorize the Mayor to Execute the MOU Establishing Project Expectations Prior to Sub-Award Agreement

Project Manager:

- x. Taconi Roof Project - Authorization to Advertise Construction
- y. Ocean Springs Term Bid Contract – Labor and Equipment for Water, Sewer, and Drainage Projects 2023
Authorization to Advertise Construction
- z. Fort Maurepas Stage Cover Project - Authorization to Advertise Construction
- aa. Gay Lemon Improvements - Authorization to Advertise Construction
- bb. Front Beach Sidewalk Repairs – Phase 2 Contract Documents for Execution – Jay Bearden
- cc. Ocean Springs Public Works Relocation Project – Execute Agreement

Building Department:

- dd. Accept Building Official Tree Recommendations - Tree applications through April 25, 2023
- ee. Accept Code Report through April 27, 2023

9. DEPARTMENT REPORTS

- a. Mayor: Transfer of maintenance of the lighting systems of the Biloxi-Ocean Springs Bridge from MDOT
- b. City Clerk: Approve payment: Docket of Claims, all expenditures are appropriate and authorized by law, and spread summary on the Minutes
- c. City Clerk: Accept Monthly Budget Report

10. GENERAL PUBLIC COMMENT *The public is invited to address the Board, for up to 3 minutes each for a maximum period of 30 minutes. **Only two speakers will be allowed per side of each issue.** The Board will take all comments under advisement to take potential action at a later date if warranted. Priority will be given to Ocean Springs residents and Business Owners. **Please identify yourself before speaking.***

11. MAYOR AND ALDERMEN'S FORUM

12. EXECUTIVE SESSION

RECESS UNTIL 6:00 P.M. on May 16, 2023



PROCLAMATION

NATIONAL SAFE BOATING WEEK

National Safe Boating Week is observed to reinforce awareness of and attention to important life-saving procedures so Recreational Boaters can be safe and have enjoyable 'on the water' experiences throughout the year.

WHEREAS, on average, 650 people die each year in boating-related incidents in the U.S.; of which 75% of these are fatalities caused by drowning; and

WHEREAS, the majority of these incidents are not caused by the boat, equipment, or environmental factors but by human error and/or poor judgment; and

WHEREAS, a significant number of recreational boaters who lose their lives by drowning each year would be alive today had they taken appropriate safety precautions and worn their life jackets; and

WHEREAS, we recognize the goals of the National Safe Boating Campaign are proactively supported by USCG Station Pascagoula, Flotilla 38 of the USCG Auxiliary, and our Mississippi Shipbuilding and Maritime Center in the interest of promoting Recreational Boating Safety; and

Therefore, I, Kenny Holloway, Mayor of Ocean Springs, do hereby support the goals of the North American Safe Boating Campaign, and proclaim May 20 – May 26, 2023, National Safe Boating Week, throughout Ocean Springs, to reinforce awareness of and attention to important life-saving skills that can provide our recreational boaters with the knowledge to safely enjoy their boating experience throughout the Mississippi Coastal Region.

IN WITNESS WHEREOF I HAVE
HEREUNTO SET MY HAND AND
CAUSED THE SEAL OF THIS CITY
TO BE AFFIXED

MAYOR



PROCLAMATION

2023 PEACE OFFICERS MEMORIAL DAY AND POLICE WEEK

WHEREAS, by resolution of the U.S. Congress on October 1, 1962, the President of the United States has been authorized and requested to designate May 15 of each year as Peace Officers Memorial Day and the week in which it falls as National Police Week; and

WHEREAS, we solemnly acknowledge our debt to those who have lost their lives in the line of duty, extending our prayers and gratitude to those officers and their families; and

WHEREAS, we wish to express our gratitude to all law enforcement officers, in the City of Ocean Springs and throughout the United States, for their commitment to justice and to their communities; and

WHEREAS, we recognize the dedication of the Ocean Springs Police Department to serve Ocean Springs' citizens and visitors by preserving peace in our community, safeguarding precious life and personal property, and protecting against violence, disorder, and oppression; and

WHEREAS, across the nation, Police Week is observed with ceremonies including the hanging of blue bows or ribbons to honor law enforcement officers who have sacrificed their lives in the line of duty and to honor those who still strive to keep us safe; and

WHEREAS, the officers of the Ocean Springs Police Department are committed to supporting the Constitution of the United States, the Constitution of the State of Mississippi, and the Ordinances of the City of Ocean Springs, and to obey the laws thereof;

NOW, THEREFORE, I, Kenny Holloway, Mayor of the City of Ocean Springs call upon all citizens of this city and upon all patriotic, civil, and educational organizations to observe the week of May 14-20, 2023, as Police Week commemorating police officers, past and present, who by their faithful and loyal devotion to their responsibilities have rendered a dedicated service to their communities and, in doing so, have established for themselves an enviable and enduring reputation for preserving the rights and security of all citizens.

I FURTHER call upon all citizens of the City of Ocean Springs to observe May 15, 2023, as Peace Officers Memorial Day to honor those peace officers who, through their courageous deeds, have lost their lives or have become disabled in the performance of duty.

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MEMORANDUM

To: Mayor & Board of Alderman

From: Carolyn Martin, Planning & Grants Admin
Wade Morgan, Planner

Re: PLANNING COMMISSION REPORT: Request Approval of Zoning Change by Ordinance Adoption from the R-2 (Low-Medium Density Single-Family Residential District) to the R-3 (Medium Density Single Family Residential District), Northwest corner of Groveland Road and Deana Road) - Parcel No.: 60123040.000

Section: PUBLIC HEARINGS

Meeting Date: May 2, 2023

The Planning Commission (PC) considered the request described above at its regular meeting on Tuesday, April 11, 2023. The applicant, Crosspoint Capital, LLC, Representative – Donovan Scruggs, requests approval to change the property's zoning district from the R-2, Low-Medium Density, Single-Family Residential District to the R-3, Medium Density, Single-Family Residential District. Both zoning districts are intended for single family detached dwellings, but the proposed R-3 district allows lots that are smaller in size and width than the current R-2 district.

The applicant's consultant prepared a report (attached) describing the changes that have recently occurred in the surrounding neighborhood. These include the rezoning of the southwest corner of Deana and Groveland from I-1 Industrial to the R-3 district and its subsequent development into a single-family subdivision; the northeast corner of Deana Road and Groveland Road was rezoned in the early 1990's from the R-2 district to the R-D district (R-3 at that time) and subsequently developed as the Deana Road Subdivision; the southeast corner of Deana Road and Groveland Road was rezoned in 2007 from the I-1 Industrial district to the R-4 (now RM-2) Multi-family Residential District. That property was developed into The Sails apartments in 2022-2023. In addition, the report describes the policies and objectives of the City's comprehensive plan that relate to the zoning change.

The PC members considered the report from the staff, the applicant's representative's presentation, and comments (written and in-person) from area property owners. After some discussion, a motion was made to recommend approval of the rezoning of the property from the R-2, Single-Family Residential District to the R-3 Single Family Residential District due to a change in character of the neighborhood and a public need for that district. The motion passed with six members voting YES and one member voting NO. The PC report and other documentation related to the application is attached.

CITY OF OCEAN SPRINGS
COMMUNITY DEVELOPMENT AND PLANNING
POST OFFICE BOX 1800
OCEAN SPRINGS, MS 39566-1800
228-875-4415

PLANNING COMMISSION REPORT
— PUBLIC HEARING —

PUBLIC HEARING DATE: April 11, 2023

APPLICANT(S): Donovan Scruggs, AICP

CURRENT OWNER? Yes ☐ No ☒

If No, - List Current Owner: Crosspoint Capital LLC – Jesse Saucedo

LOCATION: Groveland Road, PID# 60123040.000
(Northwest corner of Groveland Road and Deana Road)

REQUESTED ACTION: Zoning change from R-2 (Low-Medium Density Residential District) to R-3 (Medium Density Residential District)

DATE OF APPLICATION: March 7, 2023

ADJACENT ZONING AND LAND USE:

Subject Property: R-2, Low-Medium Density Residential District – undeveloped land;
North: R-2, Low-Medium Density Residential District – Gay-Lemon Sports Complex (Ocean Springs park);
East: Across Deana Road; R-D, Two-Family Residential District – single-family dwellings facing Deana Road in the Deana Road Subdivision;
South: across Groveland Road; R-D, Two-Family Residential District – single-family dwellings in the Baywood Residential Planned Unit Development (PUD);
West: RM-2, Multi-family Residential District – single-family detached dwellings in the Waterford Village Subdivision.

CURRENT CONDITIONS:

Property Size: 9.5 acres



DESCRIPTION OF REQUEST:

- The applicant requests the rezoning of the property from the R-2, Low-Medium Density, Single-Family Residential District to the R-3, Medium Density, Single-Family Residential District.
- The existing R-2 district is described in the Unified Development Code (UDC) as: “low to medium density single-family detached dwellings. Allows density of 2-4 du/acre. Consistent with traditional neighborhoods.”
- The proposed R-3 district is described as: “Medium density single family dwellings. Allows for smaller lot sizes and infill development for a density of 4-6 du/acre”.

FINDINGS:

- The criteria for a change in zoning are [1] there was a mistake in the original zoning or [2] the character of the neighborhood has changed to such an extent as to justify reclassification. The applicant must describe and provide justification to the Planning Commission and Board of Aldermen about how the character of the neighborhood has changed. In addition, the applicant should describe the need for rezoning.
- Both the existing R-2 district and the requested R-3 district are intended for single-family detached dwellings. The difference between the two (2) is that the R-3 district will allow the development of more dwellings. That increase comes about through smaller lot sizes and lot widths. The R-2 district requires lots to have at least 11,250 sq. ft. in area and be at least 80 ft. wide, while the R-3 district requires lots to have at least 7500 sq. ft. in area and be 50 ft. wide.
- The property’s existing R-2 district requirements are out of character with the development characteristics of existing subdivisions in the neighborhood. The residential developments to the east across Deana Road (Deana Road Subdivision) to the south across Groveland Road (Baywood Subdivision [PUD]) and to the west (Waterford Village Subdivision). Those three (3) subdivisions’ lots range in width from 50 ft. to 73 ft. and in area from 6600 sq. ft. to 16,000 sq. ft. The R-3 district’s 50-foot lot width and 7,500 sq. ft. lot area minimum are more consistent and in character with existing subdivisions.
- The applicant’s zoning report describes the changes that have occurred in the neighborhood since the 1980’s. These include [1] the rezoning of the southwest corner of Deana and Groveland from I-1 Industrial to the R-3 district and its subsequent development into a single-family subdivision; [2] the northeast corner of Deana Road and Groveland Road was rezoned in the early 1990’s from the R-2 district to the R-D district (R-3 at that time) and subsequently developed as the Deana Road Subdivision; [3] the southeast corner of Deana Road and Groveland Road was rezoned in 2007 from the I-1 Industrial district to the R-4 (now RM-2) Multi-family Residential District. That property was developed into The Sails apartments in 2022-2023.

COMPREHENSIVE PLAN:

Requests for change in a zoning district should comply with the adopted Comprehensive Plan. The following element of the currently adopted plan addresses the requested zoning:

- Policy 1.5: Encourage compatible infill development that is designed and constructed to be consistent with the character of the existing neighborhood.
- Policy 4.1: Provide greater flexibility in the types of units allowed within the City, including provisions for residences on the upper floors of non-residential structures and a variety of moderate density unit types, such as patio homes, town homes and zero lot line homes.
- Policy 4.3: Ensure that land uses abutting residential development are compatible with the scale, intensity, and overall character of the neighborhood. Note: This policy is intended to facilitate a mix

of residential unit types and better integration of residential and nonresidential uses through the use of creative design, including the architecture, landscaping, building orientation, parking layouts, building scale and setbacks.

OTHER FEEDBACK:

- An email from a property owner in the vicinity was received (attached below)

SUMMARY: The character of the neighborhood has changed to justify the rezoning. The nearby subdivisions to the south and east are developed with residential lots similar in character to the proposed R-3 district.

POTENTIAL MOTIONS:

1. To recommend approval of the rezoning from the R-2, Low-Medium Residential District to the R-3 Medium Density Residential District of PID 60123040.000, the northwest corner of Groveland Rd. and Deana Road due to _____.
2. To recommend denial of the rezoning from the R-2, Low-Medium Residential District to the R-3 Medium Density Residential District of PID 60123040.000, the northwest corner of Groveland Rd. and Deana Road due to _____.

Requested Action - Rezoning:

Recommend to the Board of Aldermen a rezoning of the subject property from R-2 Single-Family Residential, Low Density District to R-3 Single-Family Residential, Medium Density District based on a change in neighborhood character evidenced by more compact and denser residential development at Deana Road, Baywood, Clear Springs, and Waterford Village Subdivisions. These development similarly rezoned from R-2 to their respective zoning designation. Additional change is evidenced by the multifamily development southeast of the site at the Sails Apartment Complex.

Commercial development to include ALDI and the wellness center along Groveland shows commercial development in the area.

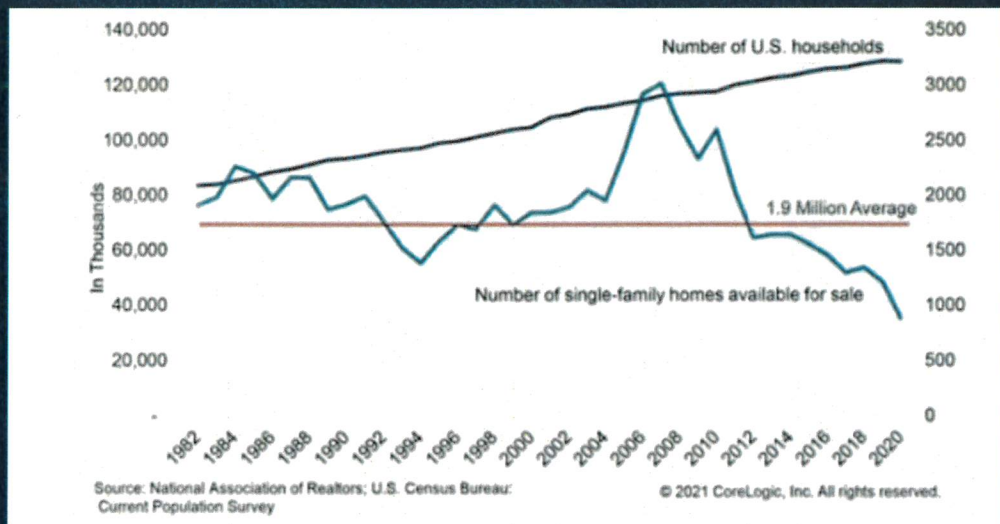
The public need for the rezoning based on the need for additional housing and lots for development, and reductions of sprawl/preservation of rural areas; adding to the tax base with new residents; and consistency with the Comprehensive Plan.



Rezoning of approximately
__ acres of Land Located
Within NW Corner of Deena &
Groveland Roads from
R-2 Single-Family Residential
District to R-3 __
District
Owner: Crosspoint Capital LLC

Donovan Scruggs, AICP
April 11, 2023

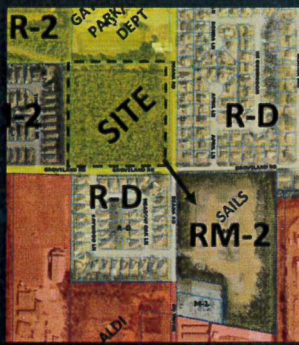
Public Need for the Rezoning



The housing shortfall is recognized on the Gulf Coast and Nationwide. The number of available houses for sale is far below the number of households and average number of houses for sale. The COVID pandemic worsened this condition by reducing supply of building materials and workers. More 'boomers' are not selling to downsize which removes these houses from the market.

Public Need for the Rezoning

- The site will provide new lots for construction that will be larger than most of the surrounding properties.
- Without available lots, the annual average number of homes being constructed will decrease.
- Trend has been for years to construct on smaller lots as larger, lot are not as desirable. This is supported by years of rezoning, variances, and PUD approvals by the City. Waterford Village, Baywood, and Clear Springs are examples within the immediate area.
- Providing smaller lots permits more amenities to toward home design....granite, larger footprint, outdoor kitchens, exterior improvements.
- Smaller lots are more land efficient and spreads infrastructure costs among more lots.



Area Developments

Over the past year, the Sails Apartment Complex has been under construction. This site was rezoned from I-1 to RM-2 (Multi-family District) several years ago. The site is under construction, and it is expected to be occupied shortly.

This demonstrates change in neighborhood character that is trending toward denser development than the Single-family Residential District requirements of R-2.



Change in Character

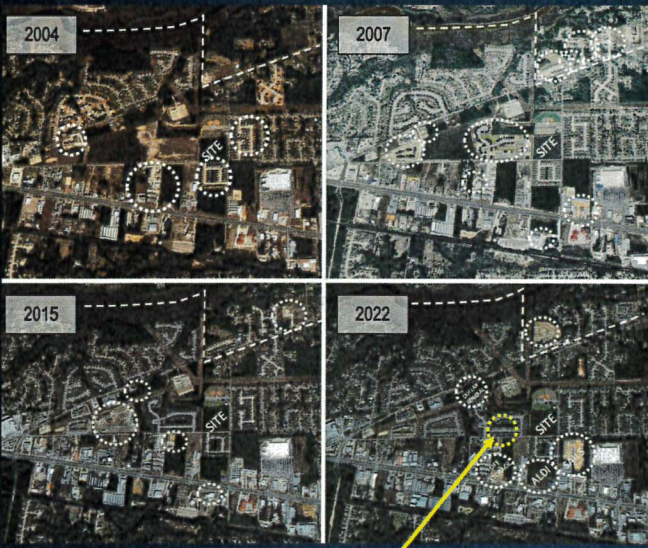
Developments have changed the character of the area significantly over the past 30 years.

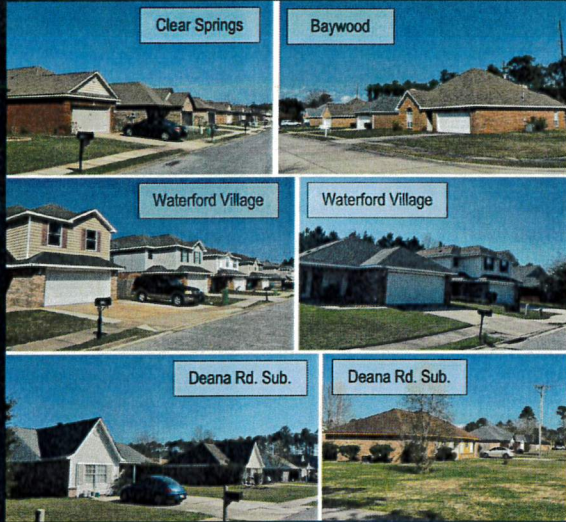
2004 – Construction in the 1990s and early 2000s established Baywood Subdivision, Deana Road Subdivision, Doctors Drive, and the Gardens Senior Living Center.

2007 – Construction of Ocean Springs Station, Waterford Village, and the Arbor, Vineyards and Toscana (in unincorporated Jackson Co.)

2015 – Clear Springs, Children's Clinic, Police and Fire Facility.

2012/Today – Sails, ALDI, Life Storage, Spa and Wellness Center.





Area Housing Values

Despite having smaller lot sizes, Waterford Village, Clear Springs, and Baywood have much higher values than Deana Road Subdivision. Oftentimes, this results from larger houses on smaller lots.

Features such as all brick, two-car garages, and interior improvements also can increase prices.



Age is a factor. Clear Springs is newer. Baywood is older but has steadily increased in value. *Price estimates from Zillow.*

Proposed Development

The owner plans to develop a single-family residential development that will be predominantly brick construction with two-car garages.

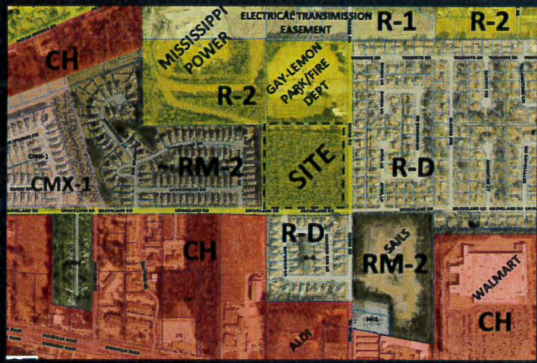
The target price for the development will be homes costing between \$300,000 and \$400,000.

Ultimately, the development will provide higher 'comps' that will improve the values of surrounding properties.

Requested Zoning Designation & Surrounding Zoning – No Duplexes

The site is adjacent to RM-2 to the west and and Southeast and adjacent to R-D to the south and east. The R-2 District to the north is public and not developed as single-family or other forms of residential.

R-3 and R-D are very similar districts. The density or lot sizes (area) are the same (7,500 square feet). The R-3 permits a narrower lot (50 feet). However, the R-D permits duplexes or two-family residential. For this reason, the R-D District was not selected as the “best fit” despite other properties immediately adjacent to the site with this R-D District designation.



ZONING DISTRICTS				
	R-2	R-3	R-D	RM-2
Min. Lot Area (ft ²)	11,250	7,500	7,500	NA
Min. Lot Width (ft.)	80	50	70	15 ⁶
Max. Building Height	35 ft.	35 ft.	35 ft.	4 stories
Min. Building Height	NA	NA	NA	NA
Max. Gross Dwelling Unit Density (dwellings per acre)	NA	NA	NA	21 ⁷

Surrounding Developments

There are different zonings and lot sizes within the area.

Waterford Village has lots with widths of 50 feet but the lot sizes are less than 6,000 sq. ft.

Clear Springs has lots widths of 55 feet and areas less than 7,000 square feet.

Baywood has lot widths of 60 feet and some lots that are less than 7,000 square feet.

Deana Road Subdivision has lots that are compliant with the R-D District that are at least 70 feet in width and 7,500 square feet in area.



Past Treatment of the Area

Zoning changes have been constant and widespread in the area. In 1984, the area north of Groveland Road to include Deana Road Subdivision was zoned R-2.

Deana Road Subdivision was rezoned to R-3 (currently R-D) and developed on lot sizes similar to Parktown. Waterford Village and Clear Springs were rezoned to RM-2 and CMX-1. Further west, Ocean Springs Station apartments were developed within an RM-2 District. Every development along Groveland Road and west of Deana Road is denser than current proposal and was rezoned.

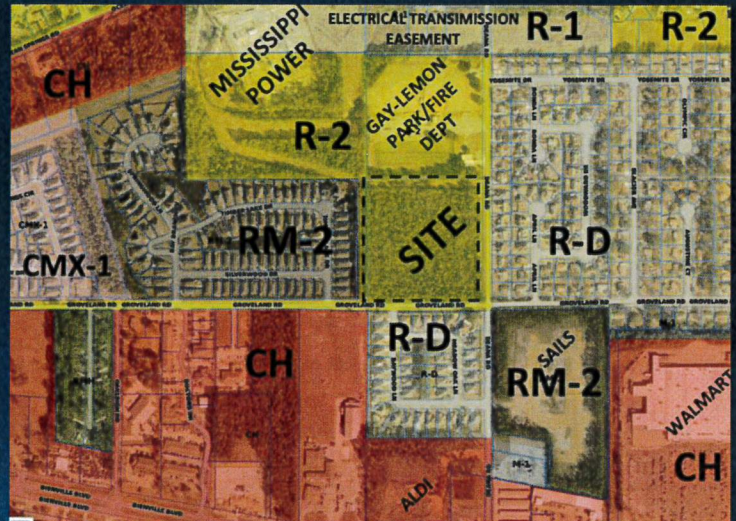
Past Treatment of the Area

South of Groveland, areas along Deana Road were zoned Industrial. Baywood was rezoned from Industrial District to PUD/R-D District. Other areas such as WalMart were rezoned to CH District. The property that includes the Sails was rezoned from Industrial District to RM-2 for the construction of apartments.

With the exception of the trailer parks, there were no residential zoned parcels south of Groveland Road.

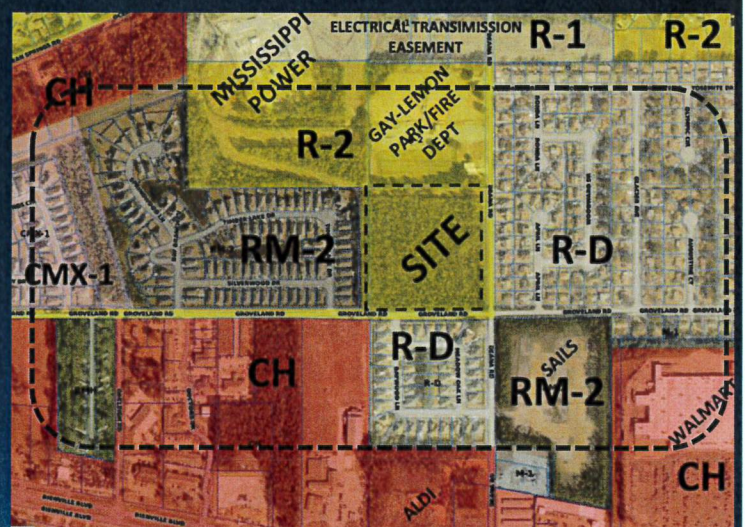
- The project is located along Groveland and Deena Roads and within an area that has seen change in recent years.
- The Sails Apartment complex is under construction to the southeast of the site.
- Past growth within the area has been single family residential on smaller or more compact lots.
- To the north is Gay Lemon Park.

Defining the Neighborhood



- The site is located along Groveland and Deena Roads and situated between Ocean Spring Road and Highway 90. The Neighborhood should be considered the areas adjacent to Groveland Road and along Deena Road.
- MS Power has a large substation to the north and electrical transmission lines are present.
- Champ Gay Fire Dept. located adjacent to the site was vacated with the construction Central Station south of Bienville Boulevard and Deena Road.

Defining the Neighborhood





Rezoning of approximately
9.5 acres of Land Located
Within NW Corner of Deena &
Groveland Roads from
R-2 Single-Family Residential
District to R-3 Single-Family
Residential District
Owner: CrosspointCapital LLC

Donovan Scruggs, AICP
April 11, 2023

Subject Site

The 9.5-acre site has never been developed. It has been considered for a number of different developments to include expansion of Gay Lemon Park for recreational purposes, multi-family development, and single-family residential development. No plans to develop the property progressed and the site remains undeveloped.



Groveland Road

From: [Carol Jones](#)
To: [Amanda Moser](#)
Cc: [Carol Jones](#)
Subject: Public Notice: Donovan Scruggs - Groveland Road/PID#
Date: Tuesday, April 11, 2023 5:29:17 PM

60123040.000 (Northwest corner of Groveland Road & Deana Road) Request to rezone R-2 (Low-Medium Density, Single Family Residential to R-3 (medium Density, Single-Family Residential).

TO WHOM IT MAY CONCERN:

i am Carol Jones of an adjacent property to the described subject property and hereby submit a written comment. Being located at 4077 Groveland Road, Ocean Springs, MS 39574, this community will be directly affected by increased rezoning of this project and therefore must be denied due to critical issues and concerns,

It is imperative that adequate infrastructure be provided before any further building be facilitated in this subject project area. Me and over 200 of my neighbors have expressed our concerns of the following which will negatively impact our community due to inadequate infrastructure:

- OVERBUILDING
- OVERCROWDING
- LACK OF MITIGATION OF WETLANDS, CORPS OF ENGINEERS STANDARDS AND MITIGATION IN PLACE BEFORE COMMENCEMENT OF ANY BUILDING
- EXISTING STINKY ODOR SEWER PUMP ON GROVELAND NEAR DOCTOR'S DRIVE
- SINGLE LANE TRAFFIC ON NARROW, POT-HOLED GROVELAND ROAD, AND DEANA ROAD DUE TO OVERUSE BY OVERSIZED TRUCKS WEIGHING TONS
- SAFETY CONCERNS DUE TO ONGOING SLOW AND DELAYED INADEQUATE PASSAGE OF EMERGENCY VEHICLES ON DEANA ROAD.GROVELAND ROAD AND BIENVILLE BLVD TRAFFIC; MAY CAUSE LOSS OF LIFE AND WILDLIFE
- FLOODING DUE TO WETLAND FILL WITH BUILDINGS & RECENT OVERBUILDING WITHOUT IMPROVEMENT IN ROADS, UTILITIES (SEWER, ELECTRIC, WATER, TELEPHONES)

-EXISTING DITCHES ARE PRESENTLY NOT ADEQUATELY MAINTAINED
DUE TO ADMINISTRATIVE SHORTFALLS

- MORALE DEGRADATION DUE TO RESIDENTS-CONCERNS BEING
IGNORED AND REZONING OCCURING BY PERCEIVED
GERRYMANDERING BY BOARD OF ALDERMAN'S PLANS AND
IGNORE CITIZEN'S CONCERNS AND DESIRES

Sincerely,

CAROL C. JONES

 Cell/Text

Email: 

Amanda Moser

From: Douglas Barton [REDACTED]
Sent: Monday, April 10, 2023 10:49 PM
To: Bobby Cox; Jennifer Burgess; Ken Papania; Michael Impey II; Rickey Authement; Rob Blackman; Kevin Wade; Ravin Nettles; Kenny Holloway; Amanda Moser
Subject: Public Hearing 4/11/23 written comments

This email addresses the request to rezone Groveland Road / PID# 601230040.000 from current R-2 to R-3 in written form.

As taxpaying citizen of Baywood Subdivision, please vote 'NO' and leave R-2.

Reasons for stating No:

1. Inventory. Ward 6 does not need more high volume, lower priced inventory. That is being satisfied in Elliott Homes' 200+ project East of CCC Camp Road. The ward needs more upscale, higher priced inventory that is not easily turned into rental units. Baywood Lane has 40 houses where at least 8 of them have been turned into rental units and that percentage is way too high. Unfortunately, we do not have enforceable covenants.
2. The Ward 6 district infrastructure is now packed to capacity after the Board of Alderman voted for 'The Sails Luxury Apartments.' The depth and width of this project has and will continue to cause infrastructure problems on Deanna Road given the overload of units allowed. The power grid blew two transformers 3/16 after hook up, causing disruption across the City. We need zero power grid problems. The Deanna Road project of widening, pavement and sidewalk has not even started. Adding R-3 housing will only exacerbate problems.
3. Water supply problems. As Life storage, Aldi, and The Sails were folded in; water problems abounded. Old lines are having to do more work. We had water problems December-February where sulfur from bacteria was awful to breath and drink on and off for various periods. We had city works out three times thankful to Allen before it was fixed. This has been ongoing for 17 years we've lived in Baywood. The more volume added, the more City water works has to adjust chlorine levels, etc. This project will add to the problem. We even added water filters to our house because of it. Ask subdivisions westward on Groveland in Ward 5 about their opinion of the water. We need less water problems, not more.
4. Discontinue 'Spot Coding'. We've gone from Master plan; to reverting to the previous as needed, to what now appears to the citizens on face value as a la carte code changing. We expect a higher level of standard.
5. School system overload. Don't forget that Multi-family was thankfully placed on moratorium due in part to overload concerns from the Public school system among other concerns. (That was a right call, by the way.) Overcrowding continues to be a looming issue. We need quality houses, not quantity.

Thank you,
Douglas Barton
3910 Baywood Lane

Amanda Moser

From: Daniel C [REDACTED]
Sent: Sunday, April 09, 2023 7:26 PM
To: Amanda Moser
Cc: Tracey
Subject: NW corner Groveland/Deana rezone

I am against any zoning change to the property located on the northwest corner of Groveland Road and Deana Road. The property located on the opposite corner (Sails Apts.) was rezoned behind closed doors, without notice given to nearby property owners (due to their opposition). I have no trust in anyone working for the city of Ocean Springs, so I'm against any zoning changes as I believe the city is no longer acting in the best interest of the tax-paying citizens. To be clear... NO ZONING CHANGES

Richard Carsen
[REDACTED]

Sent from my iPad



Ocean Springs Planning Commission
PO Box 1800
Ocean Springs, MS 39564
228-875-6712 (Phone) 228-872-5427 (fax)

Office Use
Date Received _____
Received by _____
☐ App Fee Paid / Cash/Ck# _____
☐ Mailout Fee: \$ _____
☐ Mailout Pd: Cash / Ck# _____

CHANGE IN ZONING / USE PERMIT APPLICATION

Effective June 11, 2006, the following application fees apply:

Application Fee Required*: **\$ 250.00 (NON REFUNDABLE)**

* Does not include mail fee, to be determined by City.

Certified mail fee required for notification of property owners within 500' of applicant property. Exact fee to be determined by City, based on current postage rates. AND MUST BE PAID FOR BY THE APPLICANT BEFORE MAILING.

Application Date: March 7, 2023

(Applications are due by the 7th of each month for the meeting scheduled for the subsequent month.)

Indicate Request: Change In Zoning District ☒ Use Permit ☐ Conditional Use Permit ☐

Applicant Information

Address of Lot(s): Unaddressed parcel located at NW corner of Groveland and Deana Rds.

Parcel ID(s): 60123040.000

1. Applicant: Donovan Scruggs (agent)	Phone: <u>228-348-1315</u>
Address: <u>317 Pine Drive, OS, MS 39564</u>	Email: <u>donovan@scruggsplanning.com</u>
2. Owner of Record: Crosspoint Capital LLC - Jesse Saucedo	Phone: <u>228-366-3223</u>
Address: <u>129 Gannet Lane, OS, MS 39564</u>	Email: <u>jesses@phoenixlaborgroup.com</u>

COMPLETE THE FOLLOWING:

- Current Zoning classification of property: R2
New Zoning District Requested (if applicable): R3
- Explain the present use of the property and condition of any existing structures:
The property is vacant, wooded, and undeveloped.
- Describe the intended use of property:
Development of a single-family subdivision consistent with the neighborhood.



City of Ocean Springs, Mississippi
On the Mississippi Gulf Coast

4. Reason for request: *Must include 1) A description of the change/changes in the neighborhood that justify the change (when/where) OR the mistake made in the zoning map if applicable; AND 2) The public need for the new zoning district type.*

The request is based on a change in neighborhood character evidenced by denser developments and rezonings to the east, south, and west. The current zoning requires much larger lots sizes than those developed within the area.

The public need is based on a need for housing Ocean Springs and population growth. Residential growth has slowed in Ocean Springs as a result of lack of new housing developments.

More information is provide in the attached report.

ATTACHMENTS REQUIRED:

- ☒ 1. Application Fee. Amount \$ 250.00
- ☒ 2. Map of the property and the surrounding neighborhood.
- ☐ 3. Diagram of intended use, showing dimensions and distances of property, building and their setbacks; parking spaces, entrances and exits.
- ☒ 4. Legal description; street address.
- ☐ 5. Copy of protective covenants or deed restrictions, if any.
- ☐ 6. Copies of approvals or requests of approval from other agencies such as: Health Department, Miss. Air and Water Pollution Control Commission, Corps of Engineers, Department of Marine Resources Council, etc.

***** If applicant is authorized to represent property owner, applicant must provide documentation signed by the property owner.**

Signature of Property Owner

Crosspoint Capital LLC - Jesse Saucedo

Print name

3/6/23

Date

Signature of Applicant

Donovan Scruggs (agent)

Print name

3/6/23

Date

Office Use Only: APPROVALS

____ Public Works Date: _____ / _____ Planning Department Date: _____
____ City Engineer Date: _____

**Land Use Report for a Zoning Amendment for
A Parcel of Land Located at Intersection of Groveland Road and Deana Road
Parcel ID No.: 60123040.000**

Prepared by: S. Donovan Scruggs, AICP
Date: March 7, 2023

Crosspoint Capital, LLC is the owner of approximately 9.5 acres of land located in the northwest quadrant of the intersection of Groveland Road and Deana Road. The site is located in an area that includes a variety of uses and zoning districts. The site is currently zoned R-2 Single-Residential District, but this designation is not consistent with nearby districts and lot sizes. The most prominent districts within the immediate area R-D and RM-2. The R-D Districts include Baywood Subdivision and Deana Road Subdivision. The RM-2 Districts include Waterford Village and the Sails Apartments. While there is an adjacent area to the north with an R-2 designation, this area is primarily public recreation, public utility, and fire protection. The owner is hoping to rezone the property from R-2 District to R-3 District to permit a development that is more consistent with the surrounding neighborhood. This request is based on a change in neighborhood character and a public need for additional housing.

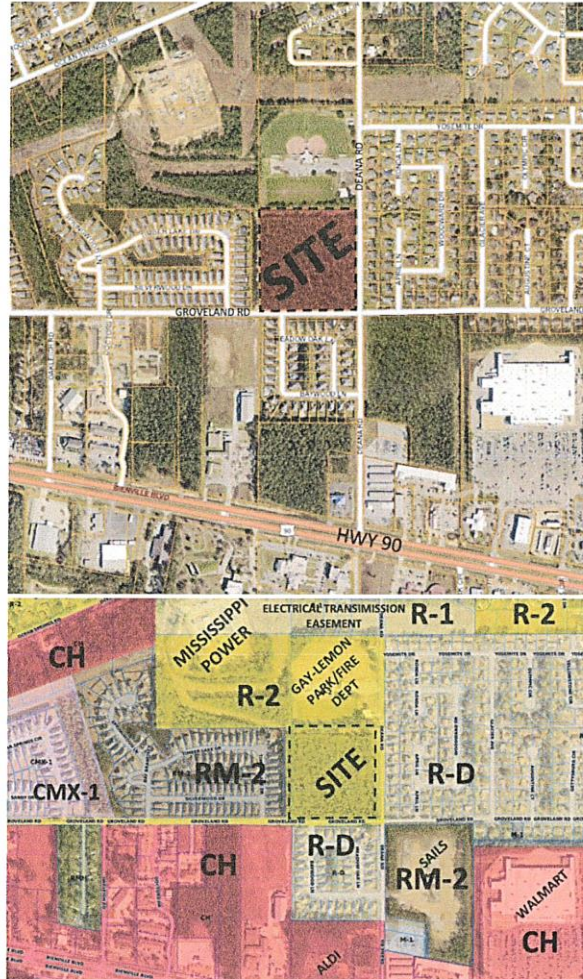
Overview.

The subject site is located along the west side of Deana Road at the intersection of Groveland Road. While Groveland Road is not a primary corridor, it has experienced substantial growth over the past twenty-five years. This has primarily been medium to high density residential along the north side and office/medical commercial along the southern side. Similarly, Highway 90 and Ocean Springs Road have experienced growth.

Groveland Road, east of Deana Road and immediately west of Deana Road, is exclusively residential. To the east and along the corridor are Deana Road Subdivision and Park Town Subdivision. On-going in the southeast quadrant of the intersection of Deana and Groveland Roads is the construction of the Sails Apartments.

At the southern end of Deana Road at the intersection of Highway 90 is an ALDI Grocery Store. This development opened in fall of 2022 and required the installation of a traffic signal at the intersection of Deana Road and Highway 90. The grocery store has an access point along the west side of Deana Road. This encourages traffic along the corridor to access the traffic signal, but also to exit and travel north toward Groveland Road and Ocean Springs Road. The grocery store with the access onto Deana Road will ultimately place more traffic along the corridor.

The applicant is hoping to develop a single-family residential development on site. However, the current zoning is not consistent with existing residential developments within the area. Baywood Subdivision and was developed in the late 1990s as a Planned



Unit Development and was rezoned to R-3 (currently R-D). Deana Road Subdivision was developed in the mid-1990s. Developments to the west on Groveland Road are denser than these older developments. Overall, the residential development along adjacent and nearby properties are not consistent with the R-2 District of the subject property.

Change in Character.

As indicated above, Baywood and Deana Road Subdivision established a more compact density or lot size for the area in the mid-1990s with lots smaller than permitted within the R-2 District. Deana Road Subdivision was rezoned from R-2 and developed as an R-3 Subdivision that permitted lot widths of 70 feet and areas of 7,500. The 'old' R-3 District permitted duplexes or two-family residential units. Baywood Subdivision was developed as a Planned Unit Development within the R-3 District and platted, accordingly. While the majority of lots within the P.U.D. meet or exceed the R-3 (old district) area requirements, the widths of the lots are only 60 feet in most cases, and do not comply with the minimum width requirements. The perimeter lots along the north and east sides did not meet the minimum area requirements. As a result, the P.U.D. designation was assigned. In 2021, the City adopted a new Land Development Code (this was adopted earlier in 2019 but challenged). The new zoning code rezoned both of these developments from R-3 District to R-D District. The R-D designation is consistent with the 'old R-3' designation in terms of lot requirements and permitted uses. This rezoning to R-D basically reflects a name change and not a change in land use requirements. The R-D District permits duplexes and lots minimum widths of 70 feet. Baywood is not consistent with the 'old' R-3 or new R-D District requirements. The new ordinance establishes an R-3 District but this district does not permit duplexes and permits smaller lot widths of 50 feet. The required area within the new R-3 District remained at 7,500 square feet (the same as the R-D). Baywood Subdivision meets the width requirements of the new R-3 District but not the area, and it does not meet the width requirements or area of the R-D District.

The 2021 ordinance also changed the designation of properties to the west. Properties that were zoned R-4 (Waterford Village) were rezoned to RM-2 District. Clear Springs was zoned CMX-1 after previously being zoned C-1 District. These changes reflect primarily name changes of the districts and don't reflect a true 'change in zoning' designation. Both districts maintain multi-family or neighborhood commercial functions, respectively. These developments were constructed more recently than Baywood Subdivision and Deana Road Subdivision.



Waterford Village located immediately west of the site was completed in approximately 2013 and within the RM-2 District. Clear Springs, located to the west of Waterford Village, was completed in 2017 with the CMX-1 District. These developments along with Baywood Subdivision have established a medium to high-density development characteristic along the corridor in more recent years. Neither Waterford Village nor Clear Springs are multi-family or neighborhood commercial developments as indicated with their zoning districts. At the time of approval, these districts provided opportunities for more flexible design.

Today, these three subdivisions are more consistent with the 'new' R-3 District lot widths. All three subdivisions have lots widths that are less than 70 feet and lot areas less than 7,000 square feet. Baywood Subdivision is not consistent with the RD District requirements in terms widths or areas. Ocean Spring Station is another development along Groveland that was developed prior to 2010 as an apartment complex. This development adds weight to the denser development pattern along Groveland Road over the past 20 years.

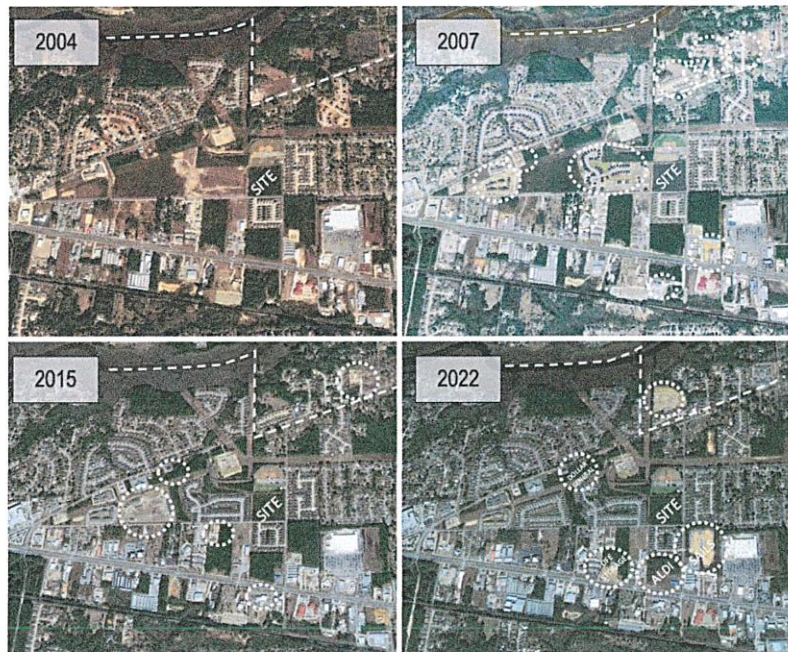
The most significant example of change in neighborhood character is evidenced by the development of the Sails apartment complex located in the southeast quadrant of the intersection. The property was previously zoned Industrial, but the zoning was changed in the mid-2000s. Construction of the apartment complex did not begin until 2022. The multi-family development will consist of approximately 150 dwelling units on 11.5 acres of land. This development has a density of approximately 12.25 units per acre which is much denser than the surrounding or nearby single-family residential neighborhood. This is an ongoing development that represents a significant change in character toward a higher density, residential neighborhood.



To a lesser extent, the ALDI development represents another change in character. The development borders along Deana Road and Highway 90. It has a primary access along Deana Road to encourage access away from Highway 90. The new traffic signal located at the intersection of Highway 90 will promote customers to use Deana Road to access Highway 90. It will also promote traffic along Deana Road for customers who reside in Fort Bayou Estates and the subdivisions along Ocean Springs Road. ALDI and the Sails will increase traffic along Deana Road, and these developments are a primary factor that led to the City's efforts to install the traffic signal and plans to improve Deana Road. As the intensity or traffic volumes along the corridor has increased and will continue to increase, this represents a change in neighborhood character.

Change in Character – Progression.

A review of Google Earth imagery shows the changes that have occurred within the area over the last 18 years. In 2004, there was significant development occurring in Ocean Springs. As demonstrated on the image to the right, Monticello Woods and the Woodlands Subdivisions were under construction as residential developments. The north side of Groveland Road was undeveloped and there were significant 'gaps' along Highway 90. By 2007, changes within the immediate area were underway. Ocean Springs Station and Waterford Village located west of the site were under construction. Developments in and along Doctor's Drive were underway. Whataburger and the adjacent shopping center were being developed and improvements to the



City's multi-purpose (Fire and Police) facility were under construction. Along the north side of Ocean Springs Road and in unincorporated Jackson County, the Arbor, Tuscana, and the Vineyard Subdivision were in various phases of construction. These changes were all within the immediate vicinity of Deana Road and the subject site.

In 2015, more changes are evident as growth continued. The build-out of Waterford Village occurred, and Clear Springs was under construction. The Police and Fire Facility had been completed. Growth along Ocean Springs Road included commercial and medical facilities. A nursing home/retirement home was constructed to the east of the Vineyard on Ocean Springs Road in unincorporated Jackson County.

By 2022, the immediate area had become largely built out. This build-out continued with projects that were completed or initiated in throughout 2022 and 2023. A new subdivision was under construction north of the Arbor in unincorporated Jackson County. The ALDI grocery store and Life Storage facilities were in the initial phases of construction (now completed). The Sails multifamily complex was initiated in 2022 and is nearing completion. More commercial development occurred along Ocean Springs Road.

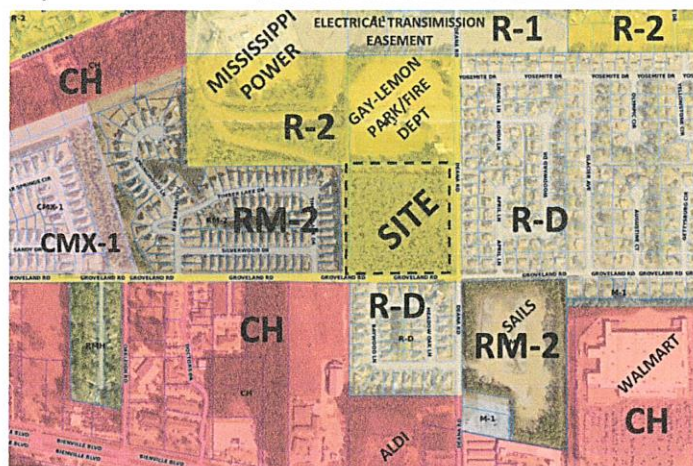
This timeline shows continued growth and development within the area, but does not show any development within the immediate area of the City since 2004 that is consistent with the R-2 requirements of the ordinance. The developments that have occurred within the area are denser single-family residential units, multi-family complexes, and commercial or public facilities. The residential developments that have occurred within the City are more consistent with the RM-2 or R-3 and R-D requirements.

Surrounding Zoning and Uses.

As indicated on the image below, the site is surrounded by a variety of zoning districts or uses. The subject parcel is situated within a R-2 District, and it is not developed. The site is separated or buffered from property to the north by the City's Gay Lemon Park that is also within the R-2 District. Despite the R-2 Single-Family Residential District designation, the district does not include any residential uses. Gay Lemon Park includes baseball and soccer fields. In the southeast corner of the park is the Gay Lemon Fire Station. To the west of the park and within the R-2 District is a Mississippi Power Substation. Associated with the electrical substation are large transmission lines. Adjacent to and north of Gay Lemon Park is a 175-foot utility easement for the large, regional power lines. These public or quasi-public areas separate the site from Ocean Springs Road and some of the other residential areas to the north.

The site is adjacent to an RM-2 District that includes Waterford Village. This is a multifamily district that permits a density up to 21 units per acre. The site is developed more conservatively with smaller, single-family residential lots with approximately 4.3 units per acre. Farther east is Clear Springs which is developed within the CMX-1 District. This is a neighborhood commercial district that also has a maximum density of 21 units per acre. Similarly, this site is developed more conservatively as a single-family residential neighborhood with approximately 4.7 dwelling units per acre. Baywood Subdivision was developed as a P.U.D. in an R-D District and includes approximately 3.8

ZONING DISTRICTS				
	R-2	R-3	R-D	RM-2
Min. Lot Area (ft ²)	11,250	7,500	7,500	NA
Min. Lot Width (ft.)	80	50	70	15 ⁶
Max. Building Height	35 ft.	35 ft.	35 ft.	4 stories
Min. Building Height	NA	NA	NA	NA
Max. Gross Dwelling Unit Density (dwellings per acre)	NA	NA	NA	21 ⁷



units per acre. It is expected that with if the site is developed in a similar manner and layout as Baywood Subdivision, it would permit the development of approximately 32 lots with a density of approximately 3.4 units per acre.

To the southeast is the RM-2 District that includes the Sails development. The Sails has an expected density of approximately 12.25 units per acre. This exceeds the single-family residential densities of nearby and adjacent properties, but supports the established a change in neighborhood character toward a higher density residential area.

To the immediate west is Deana Road Subdivision and Park Town. These areas have an R-D District designation with minimum lot widths of 70 feet and lot sizes of 7,500 square feet.

To the southwest of the site is a CH Commercial District. This district extends westward to Oakleigh Drive. The primary uses along Groveland within this district are medical or professional office spaces. While these uses are not typically objectionable to residential uses, the CH District permits uses that are much more intense. Because some areas are available for development, there is no certainty what the eventual uses may be constructed along the south side of Groveland Road.

Historical Zoning

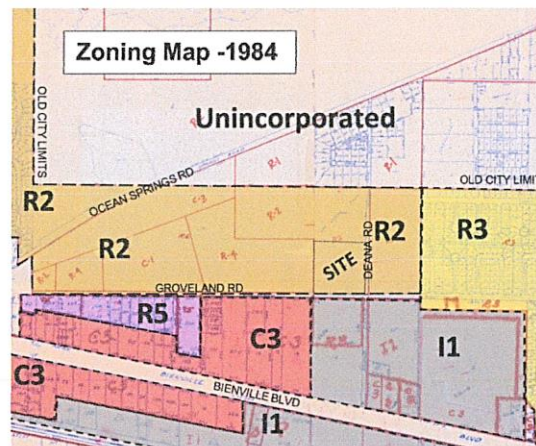
While no development occurred along the north side of Groveland Road prior to 2000, the area was inside the City during the 1980s. The 1984 Zoning Map of the City of Ocean Springs indicates that the area from Fort Bayou Estates to Deana Road Subdivision was within an R-2 District. The overlay or shading on this map shows the 1984 zoning and city limits, and changes in zoning designations are visible. Deana Road Subdivision was rezoned in the early 1990s to from R-2 to R-3 to permit the development of the subdivision in a manner consistent with Park Town located to the east. Baywood Subdivision was rezoned from the Industrial I-1 District to R-3.

Areas south of Groveland Road included a mix of zoning districts to include R-5 for Manufactured Housing, C-3 for Highway Commercial, and I-1 for Light Industrial. The majority of the area south of Groveland and along Deana Road and along the south side of Highway 90 was Industrially zoned. Over the years the Industrial zoning has transitioned to Commercial zoning (C-3 and now CH). This was prompted largely by the development of the Wal-Mart in approximately 2000. As other commercial developments occurred, more of the I-1 District was rezoned to C-3. In the mid-2000s, the Sails property was rezoned from I-1 to R-4. This eliminated the majority of I-1 zoning north of Highway 90.

Similarly, the R-2 designation has been significantly reduced. This district initially included the majority of the area north of Groveland Road including Ocean Springs Road. During the late 1990s the areas along the south side of Ocean Springs Road were rezoned to commercial (C-3). Along the north side of Groveland Road, properties were rezoned from R-2 to C-1 and R-4. No areas within the immediate area have developed as R-2 in over 20 years. The only R-2 remaining properties within the area have either not been developed or consists of public utilities or recreational areas.

RD vs. R-3

The R-3 and R-D Districts are very similar. Both districts have minimum area requirements of 7,500 square feet for single-family residential lots. There are two primary differences with these districts. The R-D District permits duplexes or two-family residential units. On a duplex or two-family lot, the area requirement is 5,000 per family (or a 10,000 square-foot lot for a duplex). This would permit a density that is approximately 33.3 denser than the R-3 District. Approximately 8.7 dwelling units (gross) could be permitted on a single acre, while the R-3 District only permits approximately 5.8 dwelling units (gross) per acre. (The construction of roads and drainage facilities would decrease this density on both examples).



The R-3 District permits narrower lots. The R-D District has lot width requirements of 70 feet for a single-family residential lot, but the R-3 permits a width of only 50 feet. This allows for greater flexibility in design, but does not permit a higher density. The lot areas in the R-3 and R-D Districts for single-family residential are 7,500 square feet. The requested R-3 District will likely have a density that is consistent with Deana Road Subdivision and Park Town. This would be less dense than Baywood, Clear Springs, and Waterford Village.

Public Need.

The owners of the property are hoping to develop a parcel of land that has never been developed. The site is surrounded by a mix of uses with more intense residential areas to the east, west and south than permitted within the R-2 zoning of the subject property. The site is developed on all adjacent sides. As outlined in the Comprehensive Plan, the development of 'in-fill' properties permits the increasing of the City's tax base and revenues without the extension of water and sewer services.

The Comprehensive Plan describes In-fill development as... "using vacant, underused, or orphaned land for new development. It can create more affordable development since it uses existing infrastructure. It also can be used to encourage population growth needed to sustain commercial activities and vitality in the heart of the City. Furthermore, by using land in mature areas, in-fill development can reduce the demand for housing in undeveloped areas that require new services and reduce the cost to taxpayers."

The anticipated development on the site is a single-family residential development that will provide more housing options for those who wish to reside in Ocean Springs. The smaller lot sizes will also provide the developer flexibility in addressing stormwater, drainage, and proposed improvements along Deana Road.

Despite the nationwide boom in the housing market, Ocean Springs growth rate was not as significant as the areas in the unincorporated areas of Jackson County. Areas north and southeast of Ocean Springs grew at a more rapid pace. Much of this is because of the availability of land. Many of the vacant areas within Ocean Springs include wetlands which can be costly, timely, and difficult to develop. The owners hope to mitigate a portion of the wetlands on the property to permit the development. This will be beneficial to the City that is in need of increases in population.

Consistency with the Comprehensive Plan.

The Comprehensive Plan identifies a number of Goals and Policies to guide its implementation. The project is consistent with the Comprehensive Plan, and this consistency is important when considering a rezoning. A review of Policies and Goals are listed below (with comments addressing consistency in italics).

The first policy of the Comprehensive Plan indicates the City should, "Provide for a diverse, yet complementary mix of residential and non-residential uses to meet the needs of the City's businesses and residences" (**Policy 1.1**). *The rezoning will provide a less intense zoning designation that will encourage more compatible land use in terms of use and scale. This will foster a more complementary mix of residential uses for the City. The rezoning will permit a development that is consistent with surrounding and nearby developments.*

Policy 1.5: Encourage compatible infill development that is designed and constructed to be consistent with the character of the existing neighborhood. *The subject property has never been developed and is one of the few undeveloped parcels within the area. It is adjacent to two roadways and will not require the extension of water or sewer services. The property is surrounded by residential and recreational uses. The requested rezoning will permit the construction of homes that are consistent with the character of the existing neighborhood.*

Goal 4: To provide high quality residential neighborhoods with a variety of compatible housing types to serve the various needs of Ocean Springs residents. *Over the past decade most of the new subdivisions within the City and all of those within this area have been developed as R-D, R-3 or some other less traditional district than the R-1 and R-2 Districts that were commonplace in the 1990s and early 2000s. More compact lots permit greater flexibility, requires less infrastructure, and allows residents to invest more in the house and less in the land. The subject property includes wetlands that will need to be mitigated, and extractions may be necessary for additional rights of way. The R-3 District will provide greater flexibility in meeting these needs.*

Policy 4.1: Provide greater flexibility in the types of units allowed within the City, including provisions for residences on the upper floors of non-residential structures and a variety of moderate density unit types, such as patio homes, town homes and zero lot line homes. *The owner hopes to single-family residential development on lot sizes that are consistent with the area. The R-3 District provides narrow lot widths but maintains the 7,500 square foot area. The R-D District, that is more consistent with the area, permits duplexes on more compact lot sizes which is not consistent with the development plans of the owner.*

Requested Rezoning to R-3 District Designation.

The owner is requesting a rezoning to R-3 to assist with the development of the property. Based on historical information, the zoning and development trends in the area have changed the overall character of the area. The majority of the surrounding area north of Groveland Road was zoned R-2. This area has been rezoned in a slow, incremental manner until the only remaining R-2 sites are the subject property, the City's Gay Lemon Park, and the Mississippi Power Substation and property. Areas that were previously designated as R-2 have been rezoned to CMX-1 and RM-2.

Other areas such as Baywood Subdivision was rezoned to R-D from I-1 District. This is a Light Industrial District. Similarly, the site that includes the Sails was previously zoned I-1. Very few properties within the immediate area have the same zoning that was present in 1984. The subject parcel is one of the few residential areas that has not had a zoning change.

Along with the zoning change, development patterns along Groveland Road followed with denser residential development. This included Waterford Village, Clear Springs, and Ocean Springs Station. This area has become much more compact over the years and a change in neighborhood character is evident. Currently, the on-going development of the Sails apartment complex continues to increase the density of the area.

Public need is also established. Many areas within the City include wetlands. These areas are difficult to develop and often take years to acquire the necessary permits. As a result, the development within the City has slowed, and the population growth of the past 20 years is lower than other areas with available properties. Unincorporated Jackson County within the Ocean Springs area has continued to grow showing a significant demand for housing within the area. These areas impact the school district and City infrastructure despite not being located within the City. The proposed development is within the City and will increase revenues with property and sales tax.



Amanda Moser

From: James & Gloria Thompson [REDACTED]
Sent: Friday, March 31, 2023 4:57 AM
To: Amanda Moser
Subject: PID# 60123040.000

I am against it and will campaign against these efforts! Put it next door to your own property, so that your property value is deleted!!! I hope your endeavor fails drastically.

ORDINANCE NO. 2023-xx
AN AMENDMENT TO ORDINANCE NO. 13-1976
REZONING PROPERTY HEREIN DESCRIBED FROM R-2 LOW-MEDIUM DENSITY
RESIDENTIAL DISTRICT TO THE R-3 MEDIUM DENSITY RESIDENTIAL
DISTRICT

WHEREAS, the Mayor and Board of Aldermen of the City of Ocean springs, Mississippi, did on or about the 7th day of December, 2021, readopt an ordinance known as the Unified Development Code of Ocean Springs, Mississippi, and

WHEREAS, said ordinance provided therein for the adoption of an official zoning map; and

WHEREAS, said official zoning map as a part of the Unified Development Code of Ocean Springs, Mississippi, was adopted on the date aforesaid, zoning or rezoning the entire City of Ocean Springs, Mississippi; and

WHEREAS, said ordinance can be amended from time to time as necessary because of annexation, changing conditions, growth and other reasons; and

WHEREAS, application was made to the Ocean Springs Planning Commission that a certain parcel of property presently zoned R-2, Low-Medium Density Residential District be changed to R-3 Medium Density Residential District, said property being described as:

Parcel ID: 60123040.000; and

WHEREAS, the Ocean Springs Planning Department, upon said application, did publish notice as required by law; and

WHEREAS, thereafter on April 11, 2023, a public hearing was held by the Ocean Springs Planning Commission; and

WHEREAS, the Mayor and Board of Aldermen of the City of Ocean Springs, Mississippi, did, on _____, approve said rezoning noting its accord with the comprehensive plan and such changes in character of the surrounding area and the public need for the change in zoning.

NOW, THEREFORE, BE IT ORDAINED by the Mayor and Board of Aldermen of the City of Ocean Springs, Mississippi, as follows, to-wit:

SECTION 1. That the following described property be rezoned from the classification of R-2 to a classification of R-3:

Parcel ID: 60123040.000.

SECTION 3. That the official zoning map of the Unified Development Code of Ocean Springs, Mississippi, be amended to reflect this change.

SECTION 4. That any and all sections of the Unified Development Code and the official zoning map in conflict herewith are hereby repealed.

SECTION 5. That upon adoption, the City Clerk shall cause this Ordinance, being an Amendment to the Unified Development Code, in its final form, to be published in the manner prescribed by law and to be recorded in the Book of Ordinances of the City of Ocean Springs, Mississippi, and cause the official zoning map to reflect this change.

The above Ordinance, being an Amendment to the Unified Development Code, having been first reduced to writing, the vote was as follows:

Alderman Burgess	_____
Alderman Authement	_____
Alderman Wade	_____
Alderman Papania	_____
Alderman Blackman	_____
Alderman Impey	_____
Alderman Cox	_____

BY ORDER OF THE MAYOR AND BOARD OF ALDERMEN of the City of Ocean

Springs, Mississippi, on this the _____ day of _____ **2023.**

Mayor

City Clerk

DRAFT

MEMORANDUM

To: Mayor & Board of Alderman

From: Carolyn Martin, Planning & Grants Admin
Wade Morgan, Planner

Re: PLANNING COMMISSION REPORT: DRAFT ORDINANCE: Consideration to Adopt an Amendment to the Zoning Regulations on Residential Short-Term Rentals

Section: PUBLIC HEARINGS

Meeting Date: May 2, 2023

The Planning Commission (PC) considered the request described above at its regular meeting on Tuesday, April 11, 2023.

The attached PC Report describes the proposed modifications. All modifications were recommended with a minor change in the cap amount. The proposal suggested a total residential cap of 100 distributed with 45 in the proposed STR Density Zone and 55 throughout the rest of the city. The PC requested that this be increased:

- ZONE: 50 (43%)
- City: 65 (57%)
- TOTAL: 115

53% Increase

The DRAFT Ordinance has been edited to reflect this recommended change.

The PC members considered the report from the staff and comments (written and in-person) from area property owners. After some discussion, a motion was made to recommend approval of the proposed ordinance modification as presented with the exception of the cap limits, increasing the Density Zone to 50 and the rest of the City to 65 for a total of 115 Residential Short Term Rental Permits. The motion passed with all members voting YES.

The PC report, Draft Ordinance, and other documentation related to the application is attached.

CITY OF OCEAN SPRINGS
COMMUNITY DEVELOPMENT AND PLANNING
POST OFFICE BOX 1800 – OCEAN SPRINGS, MS 39566-1800
228-875-4415

PLANNING COMMISSION REPORT

MEETING DATE: Tuesday, April 11, 2023

SUBJECT: **DRAFT ORDINANCE:** Consideration of an Amendment to the Zoning Regulations on Residential Short-Term Rentals

An overview of the proposed changes was provided during the March 14, 2023 Planning Commission agenda. As reported, the current ordinance for Residential Short-Term Rental activity was passed in July 2015 and amended in February 2018, December 2019, and December 2021. The cap of 75 residential permits was reached in the fall of 2022 and staff was directed to evaluate the program to date to make recommendations for modifications. As of this date there are forty (40) properties on the waiting list.

Fees: The concepts presented at the previous PC meeting included a fee increase to \$500 application / \$500 renewal. The current code governing Residential Short-Term Rentals is found in Section 510. **Section 510(b)(f)** allows for the “non-refundable application fee of two hundred dollars (\$200.00) plus mailing costs or the most recent fee established by the board of alderman...” Similarly, **Section 510(b)(6)** sets the renewal fee at fifty dollars (\$50.00) with the same allowances.

Due to the current verbiage, the direction provided was to update the current fee schedule as part of the April 4, 2023 Board of Aldermen agenda. The increase was approved as presented. Therefore, the change to the fee section of this draft ordinance only references the “currently adopted Fee Schedule” with no references to specific dollar amounts.

Summary of Changes:

Based on evaluation and input received, the following issues are being considered for inclusion in the forthcoming ordinance draft:

1. Section 510(a) – Definitions:

- Establish a STR DENSITY ZONE to allow for dual control with one cap on residential STR permits within the STR DENSITY ZONE, and a different cap for residential STR permits throughout the rest of the city.
- Clarify *Local Property Manager*

2. Section 510(b)(3)b – Permit Required:

- Clarify language related to covenants.

3. Section 510(b)(10) Permit Required:

- Revise the Residential STR Permit cap to reflect and maintain the current distribution within and outside of the STR DENSITY ZONE:

Scenario #1	
- ZONE:	45 (45%)
- City:	55 (55%)
- TOTAL:	100
33% Increase	

- Existing Downtown Overlay District – add provision that cap does not apply to residentially zoned properties within the existing DT Overlay District. All other rules would still apply.

INPUT RECEIVED:

The attached email from Stephen Johnston was received with input on this subject.

All changes above are reflected in the attached DRAFT ORDINANCE.

PROPOSED MOTION: To recommend approval of the modifications as presented and reflected in the attached DRAFT Ordinance.

From: [Johnston, Stephen](#)
To: [Andy Phelan](#); [Amanda Moser](#); [Amanda Moser](#); [Carolyn Martin](#)
Subject: Proposed Vacation Rental Changes
Date: Wednesday, March 22, 2023 3:20:51 PM

Hopefully it's not too late to submit comments regarding changes to the current vacation rental ordinance.

- Increase permit cap to accommodate all of the waitlist, I like clean numbers so would propose 125 as the new STR permit cap. Pass Christian has a current STR cap of 150 with only 90 active permits the last time I checked.
- Try to speed up the permitting process (sorry Amanda!), 5-7 months to clear 40-45 permits seems like there is room for improvement especially given the increase in application fees. Is there a way to speed this up? Maybe a special planning meeting just dedicated to clearing the backlog.

Overall I think the Planning Dept does a great job managing this process!

Stephen Johnston



Barings-Corporate

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City of Ocean Springs

ORDINANCE NO. 2023-xx

**AN ORDINANCE AMENDING ORDINANCE NO. 2015-11 AND SECTION 510 OF
APPENDIX D OF THE OCEAN SPRINGS CODE OF ORDINANCES
REGARDING PERMITS FOR SHORT-TERM RENTALS IN RESIDENTIAL
AREAS**

WHEREAS, Ordinance 2015-11 was passed July 7, 2015 and was codified in Section 510 of Appendix D of the Ocean Springs Code of Ordinances; and

WHEREAS, Ordinance 2018-02 was passed February 20, 2018 and was codified in Section 510 of Appendix D of the Ocean Springs Code of Ordinances; and

WHEREAS, Ordinance 2019-19 was passed December 19, 2029 and was codified in Section 510 of Appendix D of the Ocean Springs Code of Ordinances; and

WHEREAS, Ordinance 2021-25 was passed December 7, 2021 and was codified in Section 510 of Appendix D of the Ocean Springs Code of Ordinances; and

WHEREAS, the initial ordinances stated that the City shall review the Ordinance annually to evaluate the benefits recognized by the use of Short Term Rentals, as well as, any adverse impact the use of Short Term Rentals may have; and

WHEREAS, the Board of Aldermen requested the Planning Commission to conduct a public hearing to discuss whether the limit needed to be amended and solicit community input on this matter; and

WHEREAS, the Planning Commission conducted said hearing on April 11, 2023; and

WHEREAS, the Planning Commission recommended several modifications to the existing code for Short Term Rentals.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND BOARD OF
ALDERMEN of the City of Ocean Springs, Mississippi, as follows:

SECTION I

That Section 510(a) *Definition* of the Code of Ordinances, City of Ocean Springs, Mississippi, is hereby amended to read as follows:

501(a) – *STR Density Zone:* The defined area located in the western portion of the City Limits bounded by the CSX Railroad line on the north; Porter Avenue on the west; Front Beach Drive on the south, Harbor Drive, Inner Harbor, and Pine Drive on the east – excluding the existing Downtown Overlay District as identified in Section 3.9.5 of the Unified Development Code. A map illustrating both the DENSITY ZONE and the DOWNTOWN OVERLAY District is included as Exhibit A.

Local property manager: The person **or business** specifically named on the application and permit who is responsible for the day-to-day operation of the short-term rental unit, and who may be contacted and available twenty-four (24) hours a day if there is a problem with the unit.

The local property manager may be the owner or agent of the owner, ~~and~~ **Individuals** shall reside **and business entities shall be physically located** within two (2) miles of the Ocean Springs city limits. **If a business entity is designated as the local property manager, the business entity must designate an employee as the point of contact for that property.**

SECTION II

That Section 510(b)(3)b. *Permit Required* of the Code of Ordinances, City of Ocean Springs, Mississippi, is hereby amended to read as follows:

510(b)(3)b – It shall be the duty of the applicant to notify the city planning department of any **covenants** or existing homeowners association which may have jurisdiction over the applicant's property. It shall be the further duty of the applicant to notify the affected homeowner's association of the application process, **as well as** ~~and~~ to provide the city planning department with **a copy of the covenants or** a written statement of support from the homeowner's association which approves the request of the applicant for use of the owner's property as a short-term rental **as applicable**. Failure to notify the city planning department of the existence of a homeowner's association may result in the suspension or revocation of the permit.

SECTION III

That Section 510(b)(3)f. *Permit Required* of the Code of Ordinances, City of Ocean Springs, Mississippi, is hereby amended to read as follows:

510(b)(3)f – A non-refundable application fee ~~of two hundred dollars (\$200.00)~~ as indicated in the most currently adopted Fee Schedule as approved plus mailing costs ~~or the most recent fee established~~ by the board of alderman shall be paid by the applicant at the time of filing the application with said application fee concerning the costs of inspection, mailing, and labor affiliated with the processing of the application.

SECTION IV

That Section 510(b)(6) *Permit Required* of the Code of Ordinances, City of Ocean Springs, Mississippi, is hereby amended to read as follows:

510(b)(6) – Permit renewal may be obtained ~~for fifty dollars (\$50.00)~~ through the city ~~building~~ **planning** department through submittal of the appropriate application and fee as reflected in the currently adopted Fee Schedule. Permit renewal process will include staff review of city records and other documentation pertaining to complaints, if any, that have been received related to the specific short-term rental unit under consideration. Filed complaints that are in violation of the zoning codes, building codes, property maintenance, codes and/or applicable laws or regulations will be considered as part of the renewal process. Violation of applicable local, state and federal laws or regulations may be a basis for denying a permit renewal. If permit renewal is denied, the city planning department shall provide notice as to the reason for denial and the landowner shall be allowed ten (10) days to correct any deficiencies itemized. At the expiration of ten (10) days, a landowner may appeal the denial of permit renewal to the board of aldermen. The appeal must be in writing and must be filed within ten (10) days following the expiration of the ten-day period within which to file correct deficiencies.

SECTION V

That Section 510(b)(10) *Permit Required* of the Code of Ordinances, City of Ocean Springs, Mississippi, is hereby amended to read as follows:

510(b)(10) – The total number of permits issued for residential short-term rental ~~shall not exceed seventy five (75) at any given time~~ units shall be based on the following:

- a. Properties located in the STR DENSITY ZONE as defined in Section 510(a) will not exceed 50 (fifty) short-term rental permits at any given time.
- b. Properties located in the existing DOWNTOWN OVERLAY District as defined in the Unified Development Code, Section 3.9.5 will be excluded from any cap restrictions. All other Residential Short Term Rental provisions shall still apply.
- c. Properties located within the city limits but not included in the above referenced STR DENSITY ZONE or the DOWNTOWN OVERLAY District will not exceed 65 (sixty-five) short-term rentals at any given time.

SECTION VI

That Section 510(i) *Local contact person* of the Code of Ordinances, City of Ocean Springs, Mississippi, is hereby amended to read as follows:

510(i) – All short term lodging rentals shall designate a local property manager who will respond to the questions or concerns twenty-four (24) hours a day. The name, address and telephone number of the local contact person shall be ~~submitted to the planning department, building department, and city police department during the permitting process~~ **included on the permit application and must meet the requirements as described in Section 510(a) Definitions**. The contact information for the local contact person shall be posted permanently inside the short-term rental unit. The local contact person, property manager and/or property owner shall be considered the responsible person for violations of the short-term rental ordinance.

SECTION VII

Any and all ordinances or parts thereof in conflict or inconsistent with any of the terms and provisions of this Ordinance are hereby repealed to such extent as they are so in conflict or inconsistent.

SECTION VIII

It is hereby declared to be the intention of the Board of Aldermen that the actions, paragraphs, clauses and phrases of this ordinance, when adopted, are severable, and if any sections, paragraphs, clauses, sentences or provisions of this ordinance as adopted shall be declared unconstitutional or otherwise invalid, same shall not affect any of the remaining sections, paragraphs, clauses and phrases of this ordinance.

SECTION IX

This Ordinance shall take effect in the manner prescribed by law.

SECTION X

That upon adoption, the City Clerk shall cause this Ordinance to be recorded in the Book of Ordinances of the City of Ocean Springs, Mississippi, and published in the manner prescribed by law.

SECTION XI

The provisions of this Ordinance may be included and incorporated in the Code of Ordinances of the City of Ocean Springs, Mississippi, as an addition or amendment thereto, and appropriately renumbered to conform to the uniform numbering system of the Code.

The above Ordinance having been first reduced to writing, the vote was as follows:

Alderman Burgess _____

Alderman Authement _____

Alderman Wade _____

Alderman Papania _____

Alderman Blackman _____

Alderman Impey _____

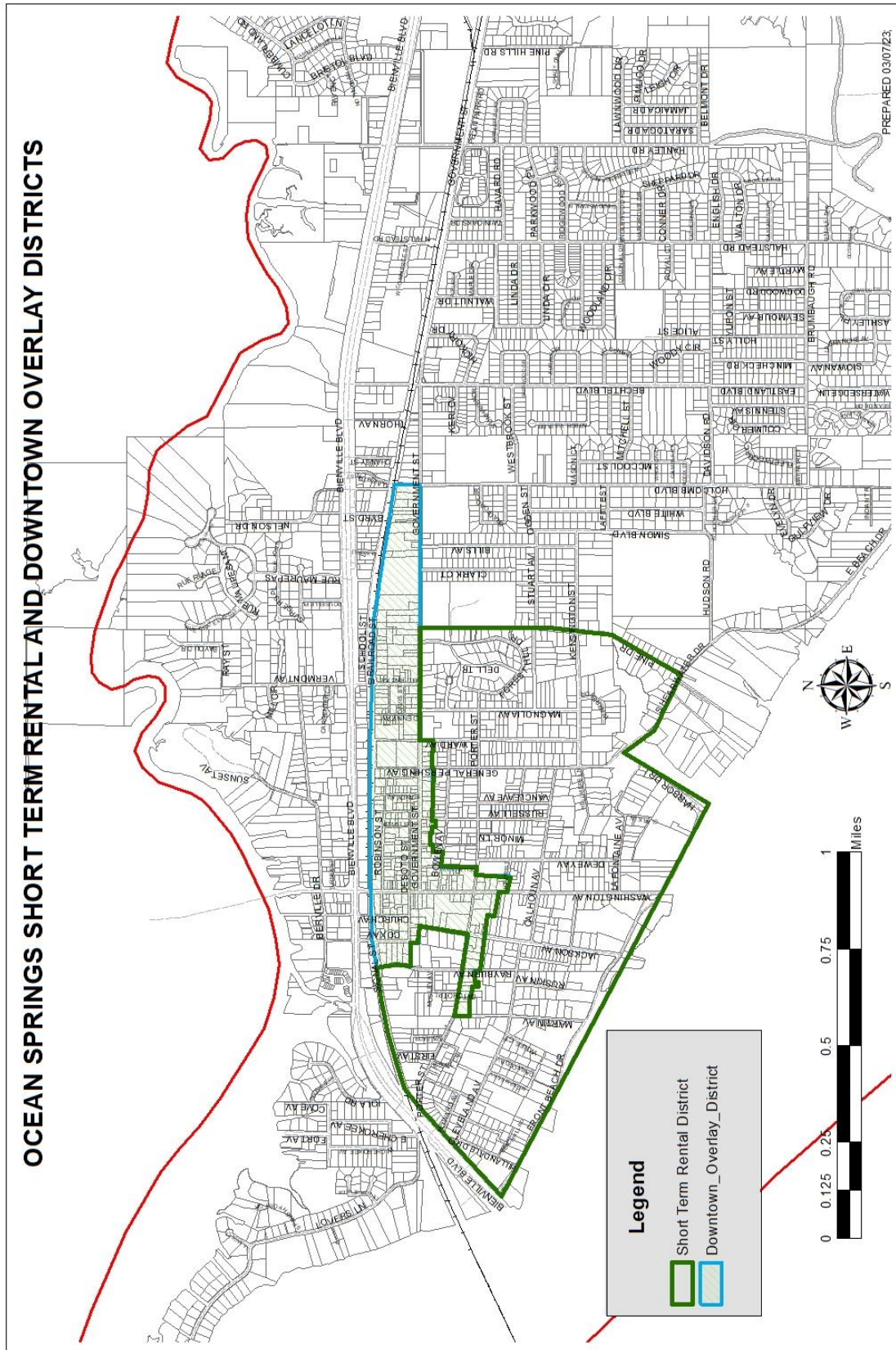
Alderman Cox _____

BY THE ORDER OF THE MAYOR AND BOARD OF ALDERMEN of the City of
Ocean Springs, Mississippi, on this the _____ day of _____, 2023.

MAYOR

CITY CLERK

EXHIBIT A



Weapons in the Workplace

The City has a zero-tolerance policy for firearms and dangerous weapons in the workplace. Accordingly, the City prohibits employees from carrying or possessing a firearm or dangerous weapon while acting in the course and scope of their employment for and on behalf of the City.

This policy applies to all City employees, including students, volunteers and staffing agency workers working in the course and scope of their employment with the City. This policy does not apply to law enforcement officers employed by the City.

Definitions

Employee - Employee includes any person, excluding law enforcement personnel, who performs services for the City, either compensated or uncompensated.

Firearm or dangerous weapon – for purposes of this policy a firearm or dangerous weapon includes, but is not limited to, the following:

- (1) A firearm, whether loaded or unloaded, from which a shot may be discharged including but not limited to handguns, pistols, revolvers, shotguns, rifles, and air soft guns;
- (2) A gun that can discharge a shot or a projectile by means of an explosive or gas, or compressed air;
- (3) A device designed to be used as a weapon, from which can be expelled a projectile by the force of any explosion or force of combustion;
- (4) Any weapon (including a starter gun) which will or is designed to or may readily be converted to expel a projectile by the action of an explosive;
- (5) Any destructive device;
- (6) Any device designed as a weapon and capable of producing great bodily harm, including but not limited to, stun guns or stun batons;
- (7) An electric weapon such as a Taser gun;
- (8) Any knife that is carried with intention or calculation to produce death or great bodily harm. Switchblades are specifically prohibited. (A Leatherman or other small pocket knife is permissible, as long as the blade is 3 inches or less in length. Knives intended to be used as eating utensils, and stored or maintained in office kitchens or lunchrooms do not represent a violation of this policy.)

Prohibitions

Regardless of whether a City employee possesses a concealed weapons license or is allowed by law to possess a weapon, all employees are prohibited from possessing, transferring, carrying, selling and storing firearms or dangerous weapons while working on City property or while acting within the course scope of their employment when not on City property. This prohibition applies anywhere City business is conducted as summarized below:

- working on property owned, leased or controlled by the City;
- performing work for the City at any location including private residences and commercial establishments and other customer or client locations;

- driving or riding as a passenger in a City vehicle;
- attending City directed or sponsored activities or events independent of venue; (intended for city employees only and not the general public)
- working off-site on behalf of the City (excluding the employee's residence);
- performing emergency or on-call work for the City after normal business hours and on weekends.
- off duty wearing attire including the City logo.

Employees who use a personal vehicle in the course and scope of their employment are required to keep the permitted firearm or dangerous weapon stored out of sight and in a secure location.

Violation of this Policy is considered a serious offense that endangers the safety of employees and others. Therefore, any offense may result in severe disciplinary action up to and including discharge from employment. When appropriate a referral to law enforcement may be made which may result in criminal charges.

Report of Violations

Employee Violations

Employees are required to report violations of this Policy without regard to the relationship between the individual who initiates the prohibited behavior and the individual reporting it.

An employee who believes that another employee may be in violation of this policy should report the alleged violation to the employee's manager or supervisor, the Department Head, or the appropriate Human Resources representative. The City will promptly investigate allegations of violations of this policy. Supervisors and managers are responsible for establishing and modifying procedures as necessary to carry out and comply with this Policy in accordance with applicable laws and City ordinances. Departments are responsible for implementing protocols for handling a prohibited weapon upon discovery.

The City reserves the right to authorize searches for prohibited weapons on its property when a violation is reported or when probable cause or reasonable suspicion is present consistent with law. Employees should be aware that there is no reasonable expectation of privacy with respect to weapons in the workplace. The City's right to conduct searches includes, but is not limited to, such areas and items as lockers, desks, workstations, purses, briefcases, bags, toolboxes, and lunch bags. Searches of the employee's work area and belongings, as described above, may be conducted by the employee's supervisor and another member of management. Searches of all types, including surrounding City property, personal property and the employee may be conducted by law enforcement in accordance with law should reasonable suspicion be present. Any weapon found in violation of this Policy may be confiscated. Refusal to permit a search may result in discipline up to and including discharge.



Kenny Holloway | Mayor
Bobby Cox | Alderman at Large
Jennifer Burgess | Alderman Ward 1
Rickey Authement | Alderman Ward 2

Kevin Wade | Alderman Ward 3
Ken Papania | Alderman Ward 4
Robert Blackman | Alderman Ward 5
Michael Impey, II | Alderman Ward 6



228.875.4236 | www.oceansprings-ms.gov

MEMORANDUM

To: Mayor & Board of Alderman
From: Sarah Harris, Project Manager
Re: Taconi Window Project - Execute Contract
Section: NEW BUSINESS
Meeting Date: May 2, 2023

AIA Document - Standard Abbreviated Form of Agreement Between Owner and Architect

The following agreement is for architect services from Allred Stolarski Architects, PA for the Taconi Window Project. The compensation will be percentage based at 6% of cost of work.

Where the compensation for services will be based on a stipulated sum or percentage of Cost of the Work, the compensation for each phase of services shall be as follows:

Schematic Design Phase..... Ten Percent (10%)
Design Phase..... Twenty Percent (20%)
Construction Documents Phase..... Forty-Five Percent (45%)
Contract Procurement..... Five Percent (5%)
Construction Administration Phase..... Twenty Percent (20%)
Total Compensation One Hundred Percent (100%)

I respectfully request permission to execute the AIA Document Agreement between the City of Ocean Springs and Allred Stolarski Architect for Taconi Window Project.

AIA Document B104™ -2017

Standard Abbreviated Form of Agreement Between Owner and Architect

AGREEMENT made as of the Twenty-Fourth day of April

In the year 2023.

(in words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:

(Name, legal status, address and other information)

City of Ocean Springs

1018 Porter Avenue

Ocean Springs, MS 39564

and the Architect:

(Name, legal status, address and other information)

Allred Stolarski Architects, PA

711 Church Street

Ocean Springs, MS 39564

for the following Project:

(Name, location and detailed description)

Taconi Window Replacement Project

Magnolia Avenue

Ocean Springs, MS 39564

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

The Owner and Architect agree as follows.

TABLE OF ARTICLES

1	INITIAL INFORMATION
2	ARCHITECT'S RESPONSIBILITIES
3	SCOPE OF ARCHITECT'S BASIC SERVICES
4	SUPPLEMENTAL AND ADDITIONAL SERVICES
5	OWNER'S RESPONSIBILITIES
6	COST OF THE WORK
7	COPYRIGHTS AND LICENSES
8	CLAIMS AND DISPUTES
9	TERMINATION OR SUSPENSION
10	MISCELLANEOUS PROVISIONS
11	COMPENSATION
12	SPECIAL TERMS AND CONDITIONS
13	SCOPE OF THE AGREEMENT

ARTICLE 1 INITIAL INFORMATION

§1.1 This Agreement is based on the Initial Information set forth below:

(State below details of the Project's site and program, Owner's contractors and consultants, Architect's consultants, Owner's budget for the Cost of the Work, and other information relevant to the Project.)

The project consists of providing design services for replacing the exterior windows on the school building.

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the schedule, the Architect's services and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203-2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203-2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202-2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide the professional services set forth in this Agreement consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.2 The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.8:

(Identify types and limits of insurance coverage, and other insurance requirements applicable to the Agreement, if any.)

- .1 General Liability
\$1,000,000.00
- .2 Automobile Liability
\$1,000,000.00
- .3 Workers' Compensation
\$1,000,000.00
- .4 Professional Liability
\$2,000,000.00

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

§ 3.1.1 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on (1) the accuracy and completeness of the services and information furnished by the Owner and (2) the Owner's approvals. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.2 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.3 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.2 Design Phase Services

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall discuss with the Owner the Owner's program, schedule, budget for the Cost of the Work, Project site, and alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the Project requirements.

§ 3.2.3 The Architect shall consider the relative value of alternative materials, building systems and equipment, together with other considerations based on program, aesthetics, and any sustainable objectives, in developing a design for the Project that is consistent with the Owner's schedule and budget for the Cost of the Work.

§ 3.2.4 Based on the Project requirements, the Architect shall prepare Design Documents for the Owner's approval consisting of drawings and other documents appropriate for the Project and the Architect shall prepare and submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.5 The Architect shall submit the Design Documents to the Owner, and request the Owner's approval.

§ 3.3 Construction Documents Phase Services

§ 3.3.1 Based on the Owner's approval of the Design Documents, the Architect shall prepare for the Owner's approval Construction Documents consisting of Drawings and Specifications setting forth in detail the requirements for the construction of the Work. The Owner and Architect acknowledge that in order to construct the Work the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.4.4.

§ 3.3.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

§ 3.3.3 The Architect shall submit the Construction Documents to the Owner, update the estimate for the Cost of the Work and advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.3.4 The Architect, following the Owner's approval of the Construction Documents and of the latest estimate of the Cost of the Work, shall assist the Owner in obtaining bids or proposals and awarding and preparing contracts for construction.

§ 3.4 Construction Phase Services

§ 3.4.1 General

§ 3.4.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A104-2017, Standard Abbreviated Form of Agreement Between Owner and Contractor. If the Owner and Contractor modify AIA Document A104-2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.4.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.4.1.3 Subject to Section 4.2, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.4.2 Evaluations of the Work

§ 3.4.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.2, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

§ 3.4.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents and has the authority to require inspection or testing of the Work.

§ 3.4.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.4.2.4 When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith.

§ 3.4.2.5 The Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.4.3 Certificates for Payment to Contractor

§ 3.4.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.4.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified.

§ 3.4.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.4.4 Submittals

§ 3.4.4.1 The Architect shall review and approve, or take other appropriate action, upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or any construction means, methods, techniques, sequences or procedures.

§ 3.4.4.2 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.4.4.3 The Architect shall review and respond to written requests for information about the Contract Documents. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness.

§ 3.4.5 Changes in the Work

The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2.3, the

Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.4.6 Project Completion

The Architect shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion; forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services are not included in Basic Services but may be required for the Project. The Architect shall provide the Supplemental Services indicated below, and the Owner shall compensate the Architect as provided in Section 11.2. Supplemental Services may include programming, site evaluation and planning, environmental studies, civil engineering, landscape design, telecommunications/data, security, measured drawings of existing conditions, coordination of separate contractors or independent consultants, detailed cost estimates, on-site project representation beyond requirements of Section 4.2.2, value analysis, interior architectural design, tenant related services, preparation of record drawings, commissioning, sustainable project services, and any other services not otherwise included in this Agreement. *(Identify below the Supplemental Services that the Architect is required to provide and insert a description of each Supplemental Service, if not farther described in an exhibit attached to this document.)*

§ 4.2 The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Upon recognizing the need to perform Additional Services, the Architect shall notify the Owner. The Architect shall not provide the Additional Services until the Architect receives the Owner's written authorization. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3.

§ 4.2.1 The Architect shall provide services necessitated by a change in the Initial Information, changes in previous instructions or approvals given by the Owner, or a material change in the Project including size; quality; complexity; the Owner's schedule or budget for Cost of the Work; or procurement or delivery method as an Additional Service

§ 4.2.2 The Architect has included in Basic Services (N/A) visits to the site by the Architect during construction. The Architect shall conduct site visits in excess of that amount as an Additional Service. N/A

§ 4.2.3 The Architect shall, as an Additional Service, provide services made necessary by a Contractor's proposed change in the Work. The Architect shall prepare revisions to the Architect's Instruments of Service necessitated by Change Orders and Construction Change Directives as an Additional Service.

§ 4.2.4 If the services covered by this Agreement have not been completed within Twenty-Four (24) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements.

§ 5.2 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project; a written legal description of the site; and services of geotechnical engineers or other consultants, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project.

§ 5.4 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.5 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests; tests for air and water pollution; and tests for hazardous materials.

§ 5.6 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.7 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.8 The Owner shall endeavor to communicate with the Contractor through the Architect about matters arising out of or relating to the Contract Documents.

§ 5.9 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.10 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding and price escalation; to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1, as a Supplemental Service.

§ 6.4 If, through no fault of the Architect, construction procurement activities have not commenced within 90 days after the Architect submits the Construction Documents to the Owner the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's current budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
- .5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect's services shall be without additional compensation. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums when due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other, for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A104-2017, Standard Abbreviated Form of Agreement Between Owner and Contractor. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.6.

§ 8.2 Mediation

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 Mediation, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.3 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

(Check the appropriate box.)

Arbitration pursuant to Section 8.3 of this Agreement

☒ Litigation in a court of competent jurisdiction

Other: *(Specify)*

If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

§ 8.3 Arbitration

§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement.

§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

§ 8.3.2 The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.4 Consolidation or Joinder

§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

§ 8.4 The provisions of this Article 8 shall survive the termination of this Agreement.

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, Reimbursable Expenses incurred, and all costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:

(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)

.1 Termination Fee:

N/A

.2 Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:

N/A

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A104-2017, Standard Abbreviated Form of Agreement Between Owner and Contractor.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates or consents, the proposed language of such certificates or consents shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 10.6 The Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. However, the Architect's materials shall not include information the Owner has identified in writing as confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

- .1 Stipulated Sum
(Insert amount)
N/A
- .2 Percentage Basis
(Insert percentage value)

6% of Cost of Work

as calculated in accordance with Section 11.6.

- .3 Other
(Describe the method of compensation)

§ 11.2 For Supplemental Services identified in Section 4.1, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

N/A

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

Architect will submit proposals to Owner as requested for Additional Services.

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus 1.5 percent (1.5%), or as follows:

§ 11.5 Where compensation for Basic Services is based on a stipulated sum or percentage of the Cost of the Work, the compensation for each phase of services shall be as follows:

Schematic Design Phase	Ten Percent	(10%)
Design Phase	Twenty Percent	(20%)
Construction Documents Phase	Forty-Five Percent	(45%)
Contract Procurement	Five Percent	(5%)
Construction Administration Phase	Twenty Percent	(20%)
Total Basic Compensation	One Hundred Percent	(100%)

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants, if any, are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices. *(If applicable, attach an exhibit of hourly billing rates or insert them below.)*

Employee or Category	Rate
N/A	

§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- 1 Transportation and authorized out-of-town travel and subsistence;
- 2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
- 3 Permitting and other fees required by authorities having jurisdiction over the Project;
- 4 Printing, reproductions, plots, and standard form documents;
- 5 Postage, handling, and delivery;
- 6 Expense of overtime work requiring higher than regular rates if authorized in advance by the Owner;
- 7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
- 8 Expense of professional liability insurance dedicated exclusively to this Project or the expense of additional insurance coverage or limits requested by the Owner in excess of that normally maintained by the Architect and the Architect's consultants;
- 9 All taxes levied on professional services and on reimbursable expenses;
- 10 Site office expenses; and
- 11 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus N/A percent (%) of the expenses incurred.

§ 11.9 Payments to the Architect

§ 11.9.1 Initial Payment

Initial payment of ZERO (0) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.9.2 Progress Payments

§ 11.9.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid Sixty (60) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

(Insert rate of monthly or annual interest agreed upon.)

Zero %

§ 11.9.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.9.2.3 Records of Reimbursable Expenses, expenses pertaining to Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:
(Include other terms and conditions applicable to this Agreement.)

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents identified below:

- .1 AIA Document B104-2017, Standard Abbreviated Form of Agreement Between Owner and Architect
- .2 Exhibits:
(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits identified in Section 4.1.)
N/A
- .3 Other documents:
(List other documents, if any, including additional scopes of service forming part of the Agreement.)
N/A

This Agreement entered into as of the day and year first written above.

OWNER (Signature)

Mayor Kenny Holloway
(Printed name and title)

ARCHITECT (Signature)

Hoppy Allred, AIA-President MS#3791
(Printed name, title, and license number, if required)

MEMORANDUM

To: Mayor & Board of Alderman

From: Ravin Nettles, Community Development

Re: Approve Run/Walk Application for Gray Over the Bay on May 13, 2023, from 9:00 - 11:00 a.m.; OS Bridge/Front Beach 5K, no cost to the City, the applicant pays associated event cost

Section: CONSENT AGENDA

Meeting Date: May 2, 2023

I respectfully request approval of the following Special Event Permit Application:

Event: Gray over the Bay

Date: Saturday, May 13, 2023

Time: 9:00 - 11:00 a.m.

Location: OS Bridge/Front Beach 5K

Participants: Expected 150

Organization: Gray Over the Bay Brain Cancer Awareness

Applicant: Amanda Fosnacht

Insurance: N/A

Payment: Once the application is approved

Requirements: The applicant will pay any incurred costs for Police, Fire, Public Works, Parks, and others needed for this event



Kenny Holloway | Mayor
Bobby Cox | Alderman at Large
Jennifer Burgess | Alderman Ward 1
Rickey Authement | Alderman Ward 2

Kevin Wade | Alderman Ward 3
Ken Papania | Alderman Ward 4
Robert Blackman | Alderman Ward 5
Michael Impey, II | Alderman Ward 6



228.875.4236 | www.oceansprings-ms.gov

MEMORANDUM

To: Mayor & Board of Alderman

From: Ravin Nettles, Community Development

Re: Approve Special Event Application for Bud & Burgers Cooking Competition and Main Street Festival on May 20, 2023, 12:00 p.m. - 9:00 p.m., at L&N Depot Parking Lot and Robinson Street, at no cost to the City, the applicant pays the associated event cost

Section: CONSENT AGENDA

Meeting Date: May 2, 2023

I respectfully request approval of the following Special Event Permit Application:

Event: Bud & Burgers Burger Cooking Competition and Main Street Festival

Date: May 20, 2023

Time: 12:00 p.m. - 9:00 p.m.

Location: L& N Depot Parking Lot and Robinson Street

Participants: 500

Organization: Ocean Springs Chamber of Commerce

Applicant: Cynthia Sutton

Insurance: Will Receive

Payment: N/A

Requirements: The applicant will pay any incurred costs for Police, Fire, Public Works, Parks, and others needed for this event.

If you have any questions, please do not hesitate to contact me at 228.875.6722.



Kenny Holloway | Mayor
Bobby Cox | Alderman at Large
Jennifer Burgess | Alderman Ward 1
Rickey Authement | Alderman Ward 2

Kevin Wade | Alderman Ward 3
Ken Papania | Alderman Ward 4
Robert Blackman | Alderman Ward 5
Michael Impey, II | Alderman Ward 6



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MEMORANDUM

To: Mayor & Board of Alderman

From: Ravin Nettles, Community Development

Re: Approve Special Event Application for the 45th Annual Peter Anderson Arts and Crafts Festival on November 4-5, 2023, in downtown Ocean Springs; overtime costs incurred for the city

Section: CONSENT AGENDA

Meeting Date: May 2, 2023

I respectfully request approval of the following Special Event Permit Application:

Event: 45th annual Peter Anderson Arts and Crafts Festival

Date: November 4-5, 2023

Time: 9:00 a.m. – 5:00 p.m.

Location: Downtown Ocean Springs

Participants: 15,000

Organization: Ocean Springs Chamber of Commerce

Applicant: Cynthia Sutton

Insurance: Will receive

Payment: N/A

Requirements: There will be overtime costs for Police, Fire, and Public Works.

If you have any questions, please do not hesitate to contact me at 228.875.6722.



Kenny Holloway | Mayor
Bobby Cox | Alderman at Large
Jennifer Burgess | Alderman Ward 1
Rickey Authement | Alderman Ward 2

Kevin Wade | Alderman Ward 3
Ken Papania | Alderman Ward 4
Robert Blackman | Alderman Ward 5
Michael Impey, II | Alderman Ward 6



228.875.4236 | www.oceansprings-ms.gov

MEMORANDUM

To: Mayor & Board of Alderman

From: Ravin Nettles, Community Development

Re: Approve Special Event Application for St. Alphonsus Procession on June 11, 2023, from 3:30-4:45 p.m.; in downtown Ocean Springs, at no cost to the City, the applicant pays the associated event cost

Section: CONSENT AGENDA

Meeting Date: May 2, 2023

I respectfully request approval of the following Special Event Permit Application:

Event: St. Alphonsus Procession

Date: Sunday, June 11, 2023

Time: 3:30 to 4:45 pm

Location: Leave St. Alphonsus on Jackson. North to Desoto. East on Desoto to Washington. South on Washington to Calhoun. West on Calhoun to Jackson. South on Jackson back to the church.

Participants: Expected 50

Organization: St. Alphonsus Catholic School

Applicant: Jenny Gordon

Insurance: Will receive insurance closer to the event

Payment: Will receive closer to the event

Requirements: There will be no overtime costs for Police, Fire, Public Works, Parks, and others needed for this event. Applicant will pay all expenses.

If you have any questions, please do not hesitate to contact me at 228.875.6722.



Kenny Holloway	Mayor
Bobby Cox	Alderman at Large
Jennifer Burgess	Alderman Ward 1
Rickey Authement	Alderman Ward 2

Kevin Wade	Alderman Ward 3
Ken Papania	Alderman Ward 4
Robert Blackman	Alderman Ward 5
Michael Impey, II	Alderman Ward 6



228.875.4236 | www.oceansprings-ms.gov

MEMORANDUM

To: Mayor & Board of Alderman

From: Ravin Nettles, Community Development

Re: Approve waiving the permit fees for Coast Transit Authority to rebuild the bus stop on Washington Avenue.

Section: CONSENT AGENDA

Meeting Date: May 2, 2023

I respectfully request your approval to waive any permit fees for Coast Transit Authority to rebuild the bus stop on Washington Avenue. This bus stop was destroyed by a driver. As a community partner, CTA is ready to rebuild the stop similar to the previous structure. The building official has been in conversation with Director Kevin Coggin.



Kenny Holloway | Mayor
Bobby Cox | Alderman at Large
Jennifer Burgess | Alderman Ward 1
Rickey Authement | Alderman Ward 2

Kevin Wade | Alderman Ward 3
Ken Papania | Alderman Ward 4
Robert Blackman | Alderman Ward 5
Michael Impey, II | Alderman Ward 6



228.875.4236 | www.oceansprings-ms.gov

MEMORANDUM

To: Mayor & Board of Alderman
From:
Re: Mary C:
Section: CONSENT AGENDA
Meeting Date: May 2, 2023



Kenny Holloway | Mayor
Bobby Cox | Alderman at Large
Jennifer Burgess | Alderman Ward 1
Rickey Authement | Alderman Ward 2

Kevin Wade | Alderman Ward 3
Ken Papania | Alderman Ward 4
Robert Blackman | Alderman Ward 5
Michael Impey, II | Alderman Ward 6



228.875.4236 | www.oceansprings-ms.gov

MEMORANDUM

To: Mayor & Board of Alderman

From: Sarah Qarqish, Arts & Culture Coordinator
Vicky Hupe, Deputy City Clerk

Re: Authorize the Mayor and Arts & Culture Coordinator to execute the Memorandum of Understandings (MOUs) and Hold Harmless with instructors/partners: the Historic Ocean Springs Association (HOSA), Donald Del Cid, River Rock Yoga & Pilates, Ceejay Lewis, and Chelsea Prince

Section: CONSENT AGENDA

Meeting Date: May 2, 2023

Authorize the Mayor and the Arts & Culture Coordinator to execute the following MOUs and Hold Harmless Agreement with instructors/partners of the Mary C. for a term of one year:

Historic Ocean Springs Association (HOSA)
Donald Del Cid
River Rock Yoga & Pilates
CeeJay Lewis
Chelsea Prince



Hours of Operation:
Tuesday – Friday
10 AM – 4 PM

Phone: (228) 875-6732
Email: themaryc@oceansprings-ms.gov
1600 Government St.
www.themaryc.art

MEMORANDUM OF UNDERSTANDING AND HOLD HARMLESS AGREEMENT BETWEEN THE HISTORIC OCEAN SPRINGS ASSOCIATION & THE MARY C. O'KEEFE CULTURAL ARTS CENTER

The Historic Ocean Springs Association (“the Instructor”) and The Mary C. O’Keefe Cultural Arts Center (“the Mary C”) now enter this Memorandum of Understanding and Hold Harmless Agreement (“Agreement”) regarding activities of the Instructor held in or on the property of the Mary C.

Mary C Requirements

1. The Mary C is owned, operated, and managed by the City of Ocean Springs, Mississippi (“the City”).
2. As the owner of the Mary C, the City will cover the cost of building insurance, utilities, ground and building maintenance, janitorial supplies, trash removal, and other contractual service agreements.
3. The City reserves the right to review all events, activities, contracts, programs, and workshops held in connection with the Mary C, including ones obtained by the Instructor.
4. The Mary C will provide the Instructor with access to the interior lockbox code with further details to be discussed and outlined by the City’s Arts and Culture Coordinator (“the Coordinator”).

Instructor Requirements

5. The Instructor agrees to hold programming, events, and workshops (“programming”) from time to time as determined and scheduled with the Coordinator.
6. The Instructor may access the internet through their own laptops or other devices.
7. The Instructor will maintain the space in a neat, clean, and organized manner, and will remove their own trash.
8. The partnership of the Instructor and the Mary C is reciprocal in that the Mary C will assist the Instructor in promotion of activities where the Instructor is a part. Promotion of the program is expected to be led by the Instructor. The Mary C

may share promotional material posted by the Instructor on social media.

Mary C/Instructor Collaboration

9. The Coordinator and Instructor will work cohesively to provide a calendar of programming. The Coordinator and Instructor shall work together and maintain a master calendar with all proposed events, programs, workshops, exhibitions, and the like to be held at or in connection with the Mary C. The master calendar shall be available for viewing by all parties in order to maintain effectiveness and efficiency in scheduling events at the Mary C.
10. Any changes to the area used or maintained by the Instructor must be approved by the Coordinator. Any fixtures affixed to the building shall become a part of the building and shall become the property of the City should this MOU terminate or the instructor vacate the building.

Professionalism

11. Meetings with clients, community professionals and members of the public require all parties to demonstrate professionalism at all times. Respect is shown not only in the quality of work, but also in the way in which the party presents himself/herself on behalf of their respective organization. It is imperative that the parties create a professional presentation in the course of their official duties and responsibilities.

Liability

12. The Instructor agrees that the City shall not be liable for any injury or damages, whether to person or property, originating in contract, tort, equity, or otherwise, associated with any activities of the Instructor inside or on the Mary C property. The Instructor and its members further agree to hold harmless, defend, release, covenant not to sue, and indemnify the City for any and all liability, claims, demands, actions and all causes of action whatsoever arising out of or related to any loss, damage, or injury that may be sustained by the Instructor, a third party, its members, attendees, or other person whether based in tort, contract or equity.

Term of Agreement

13. The Initial Term of this Agreement shall be for one year from the date of execution by both parties. Unless sooner terminated under the provisions of this Memorandum of Understanding, upon the expiration of the Initial Term (and each subsequent term), the term of this Agreement shall by automatically extended for an additional one (1) year period, not to exceed four (4) renewal terms.

Amendments

14. This Memorandum of Understanding may be amended through such written supplemental agreement as are entered by the parties, and will be considered to have been amended by operation of law in the event that some part hereof becomes illegal or improper due to a change in State or Federal law or policy.

Termination

15. Either party to this Agreement may terminate the Agreement at any time upon forty-five (45) days written notice to the other party. Written notice shall be made pursuant to Section 16 of this Agreement.

Notice

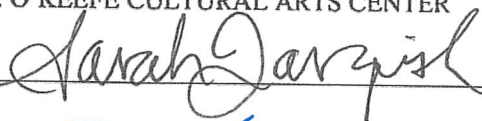
16. For purposes of this Agreement, notices provided for herein shall be in writing and shall be deemed to have been duly given (i) when received, if delivered personally or by courier, or (ii) on the date receipt is acknowledged, if delivered by certified mail, postage prepaid, return receipt requested. Notice shall be addressed to the parties as set forth below.

Contact Persons:

- a. For the Mary C – Sarah Qarqish, Arts & Culture Coordinator
 - i. 1600 Government St. Ocean Springs, MS 39564
- b. For the City – Kenny Holloway, Mayor
- c. For the Instructor –

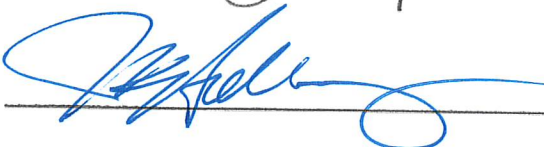
EXECUTED AND AGREED BY:

THE MARY C. O'KEEFE CULTURAL ARTS CENTER

BY: 

DATE: 4-18-2023

THE CITY

BY: 

DATE: _____

(INSTRUCTOR NAME HERE)

BY: 

DATE: 4/14/2023

President, Historic Ocean Springs Assn



Hours of Operation:
Tuesday – Friday
10 AM – 4 PM

Phone: (228) 875-6732
Email: themaryc@oceansprings-ms.gov
1600 Government St.
www.themaryc.art

MEMORANDUM OF UNDERSTANDING AND HOLD HARMLESS AGREEMENT BETWEEN DONALD DEL CID & THE MARY C. O'KEEFE CULTURAL ARTS CENTER

Donald Del Cid (“the Instructor”) and **The Mary C. O’Keefe Cultural Arts Center** (“the Mary C”) now enter this Memorandum of Understanding and Hold Harmless Agreement (“Agreement”) regarding activities of the Instructor held in or on the property of the Mary C.

Mary C Requirements

1. The Mary C is owned, operated, and managed by the City of Ocean Springs, Mississippi (“the City”).
2. As the owner of the Mary C, the City will cover the cost of building insurance, utilities, ground and building maintenance, janitorial supplies, trash removal, and other contractual service agreements.
3. The City reserves the right to review all events, activities, contracts, programs, and workshops held in connection with the Mary C, including ones obtained by the Instructor.
4. The Mary C will provide the Instructor with access to the interior lockbox code with further details to be discussed and outlined by the City’s Arts and Culture Coordinator (“the Coordinator”).

Instructor Requirements

5. The Instructor agrees to hold programming, events, and workshops (“programming”) from time to time as determined and scheduled with the Coordinator.
6. The Instructor may access the internet through their own laptops or other devices.
7. The Instructor will maintain the space in a neat, clean, and organized manner, and will remove their own trash.
8. The partnership of the Instructor and the Mary C is reciprocal in that the Mary C will assist the Instructor in promotion of activities where the Instructor is a part. Promotion of the program is expected to be led by the Instructor. The Mary C

may share promotional material posted by the Instructor on social media.

Mary C/Instructor Collaboration

9. The Coordinator and Instructor will work cohesively to provide a calendar of programming. The Coordinator and Instructor shall work together and maintain a master calendar with all proposed events, programs, workshops, exhibitions, and the like to be held at or in connection with the Mary C. The master calendar shall be available for viewing by all parties in order to maintain effectiveness and efficiency in scheduling events at the Mary C.
10. Any changes to the area used or maintained by the Instructor must be approved by the Coordinator. Any fixtures affixed to the building shall become a part of the building and shall become the property of the City should this MOU terminate or the instructor vacate the building.

Professionalism

11. Meetings with clients, community professionals and members of the public require all parties to demonstrate professionalism at all times. Respect is shown not only in the quality of work, but also in the way in which the party presents himself/herself on behalf of their respective organization. It is imperative that the parties create a professional presentation in the course of their official duties and responsibilities.

Liability



Hours of Operation:
Tuesday – Friday
10 AM – 4 PM

Phone: (228) 875-6732
Email: themaryc@oceansprings-ms.gov
1600 Government St.
www.themaryc.art

MEMORANDUM OF UNDERSTANDING AND HOLD HARMLESS AGREEMENT BETWEEN RIVER ROCK YOGA AND PILATES OCEAN SPRINGS & THE MARY C. O'KEEFE CULTURAL ARTS CENTER

River Rock Yoga and Pilates Ocean Springs (“the Instructor”) and **The Mary C. O’Keefe Cultural Arts Center** (“the Mary C”) now enter this Memorandum of Understanding and Hold Harmless Agreement (“Agreement”) regarding activities of the Instructor held in or on the property of the Mary C.

Mary C Requirements

1. The Mary C is owned, operated, and managed by the City of Ocean Springs, Mississippi (“the City”).
2. As the owner of the Mary C, the City will cover the cost of building insurance, utilities, ground and building maintenance, janitorial supplies, trash removal, and other contractual service agreements.
3. The City reserves the right to review all events, activities, contracts, programs, and workshops held in connection with the Mary C, including ones obtained by the Instructor.
4. The Mary C will provide the Instructor with access to the interior lockbox code with further details to be discussed and outlined by the City’s Arts and Culture Coordinator (“the Coordinator”).

Instructor Requirements

5. The Instructor agrees to hold programming, events, and workshops (“programming”) from time to time as determined and scheduled with the Coordinator.
6. The Instructor may access the internet through their own laptops or other devices.
7. The Instructor will maintain the space in a neat, clean, and organized manner, and will remove their own trash.
8. The partnership of the Instructor and the Mary C is reciprocal in that the Mary C will assist the Instructor in promotion of activities where the Instructor is a part. Promotion of the program is expected to be led by the Instructor. The Mary C

may share promotional material posted by the Instructor on social media.

Mary C/Instructor Collaboration

9. The Coordinator and Instructor will work cohesively to provide a calendar of programming. The Coordinator and Instructor shall work together and maintain a master calendar with all proposed events, programs, workshops, exhibitions, and the like to be held at or in connection with the Mary C. The master calendar shall be available for viewing by all parties in order to maintain effectiveness and efficiency in scheduling events at the Mary C.
10. Any changes to the area used or maintained by the Instructor must be approved by the Coordinator. Any fixtures affixed to the building shall become a part of the building and shall become the property of the City should this MOU terminate or the instructor vacate the building.

Professionalism

11. Meetings with clients, community professionals and members of the public require all parties to demonstrate professionalism at all times. Respect is shown not only in the quality of work, but also in the way in which the party presents himself/herself on behalf of their respective organization. It is imperative that the parties create a professional presentation in the course of their official duties and responsibilities.

Liability

Contact Persons:

- a. For the Mary C – Sarah Qarqish, Arts & Culture Coordinator
 - i. 1600 Government St. Ocean Springs, MS 39564

- b. For the City – Kenny Holloway, Mayor

- c. For the Instructor – River Rock Yoga

EXECUTED AND AGREED BY:

THE MARY C. O'KEEFE CULTURAL ARTS CENTER

BY:

Sarah Qarqish

DATE:

4.10.23

THE CITY

BY:

DATE:

(INSTRUCTOR NAME HERE)

BY:

River Rock Yoga

DATE:

4.5.23

SCANNED



Hours of Operation:
Tuesday – Friday
10 AM – 4 PM

Phone: (228) 875-6732
Email: themaryc@oceansprings-ms.gov
1600 Government St.
www.themaryc.art

MEMORANDUM OF UNDERSTANDING AND HOLD HARMLESS AGREEMENT BETWEEN CEEJAY LEWIS & THE MARY C. O'KEEFE CULTURAL ARTS CENTER

Ceejay Lewis (“the Instructor”) and **The Mary C. O’Keefe Cultural Arts Center** (“the Mary C”) now enter this Memorandum of Understanding and Hold Harmless Agreement (“Agreement”) regarding activities of the Instructor held in or on the property of the Mary C.

Mary C Requirements

1. The Mary C is owned, operated, and managed by the City of Ocean Springs, Mississippi (“the City”).
2. As the owner of the Mary C, the City will cover the cost of building insurance, utilities, ground and building maintenance, janitorial supplies, trash removal, and other contractual service agreements.
3. The City reserves the right to review all events, activities, contracts, programs, and workshops held in connection with the Mary C, including ones obtained by the Instructor.
4. The Mary C will provide the Instructor with access to the interior lockbox code with further details to be discussed and outlined by the City’s Arts and Culture Coordinator (“the Coordinator”).

Instructor Requirements

5. The Instructor agrees to hold programming, events, and workshops (“programming”) from time to time as determined and scheduled with the Coordinator.
6. The Instructor may access the internet through their own laptops or other devices.
7. The Instructor will maintain the space in a neat, clean, and organized manner, and will remove their own trash.
8. The partnership of the Instructor and the Mary C is reciprocal in that the Mary C will assist the Instructor in promotion of activities where the Instructor is a part. Promotion of the program is expected to be led by the Instructor. The Mary C

may share promotional material posted by the Instructor on social media.

Mary C/Instructor Collaboration

9. The Coordinator and Instructor will work cohesively to provide a calendar of programming. The Coordinator and Instructor shall work together and maintain a master calendar with all proposed events, programs, workshops, exhibitions, and the like to be held at or in connection with the Mary C. The master calendar shall be available for viewing by all parties in order to maintain effectiveness and efficiency in scheduling events at the Mary C.
10. Any changes to the area used or maintained by the Instructor must be approved by the Coordinator. Any fixtures affixed to the building shall become a part of the building and shall become the property of the City should this MOU terminate or the instructor vacate the building.

Professionalism

11. Meetings with clients, community professionals and members of the public require all parties to demonstrate professionalism at all times. Respect is shown not only in the quality of work, but also in the way in which the party presents himself/herself on behalf of their respective organization. It is imperative that the parties create a professional presentation in the course of their official duties and responsibilities.

Liability

12. The Instructor agrees that the City shall not be liable for any injury or damages, whether to person or property, originating in contract, tort, equity, or otherwise, associated with any activities of the Instructor inside or on the Mary C property. The Instructor and its members further agree to hold harmless, defend, release, covenant not to sue, and indemnify the City for any and all liability, claims, demands, actions and all causes of action whatsoever arising out of or related to any loss, damage, or injury that may be sustained by the Instructor, a third party, its members, attendees, or other person whether based in tort, contract or equity.

Term of Agreement

13. The Initial Term of this Agreement shall be for one year from the date of execution by both parties. Unless sooner terminated under the provisions of this Memorandum of Understanding, upon the expiration of the Initial Term (and each subsequent term), the term of this Agreement shall by automatically extended for an additional one (1) year period, not to exceed four (4) renewal terms.

Contact Persons:

- a. For the Mary C – Sarah Qarqish, Arts & Culture Coordinator
1. 1600 Government St. Ocean Springs, MS 39564
- b. For the City – Kenny Holloway, Mayor
- c. For the Instructor – Cedric Lewis, Entertainer

EXECUTED AND AGREED BY:

THE MARY C. O'KEEFE CULTURAL ARTS CENTER

BY: Sarah Qarqish

DATE: 03.10.23

THE CITY

BY: _____

DATE: _____

(INSTRUCTOR NAME HERE)

BY: Cedric Lewis

DATE: 3/9/23

Amendments

14. This Memorandum of Understanding may be amended through such written supplemental agreement as are entered by the parties, and will be considered to have been amended by operation of law in the event that some part hereof becomes illegal or improper due to a change in State or Federal law or policy.

Termination

15. Either party to this Agreement may terminate the Agreement at any time upon forty-five (45) days written notice to the other party. Written notice shall be made pursuant to Section 16 of this Agreement.

Notice

16. For purposes of this Agreement, notices provided for herein shall be in writing and shall be deemed to have been duly given (i) when received, if delivered personally or by courier, or (ii) on the date receipt is acknowledged, if delivered by certified mail, postage prepaid, return receipt requested. Notice shall be addressed to the parties as set forth below.



Hours of Operation:
Tuesday – Friday
10 AM – 4 PM

Phone: (228) 875-6732
Email: themaryc@oceansprings-ms.gov
1600 Government St.
www.themaryc.art

MEMORANDUM OF UNDERSTANDING AND HOLD HARMLESS AGREEMENT BETWEEN CHELSEA PRINCE & THE MARY C. O'KEEFE CULTURAL ARTS CENTER

Chelsea Prince (“the Instructor”) and **The Mary C. O’Keefe Cultural Arts Center** (“the Mary C”) now enter this Memorandum of Understanding and Hold Harmless Agreement (“Agreement”) regarding activities of the Instructor held in or on the property of the Mary C.

Mary C Requirements

1. The Mary C is owned, operated, and managed by the City of Ocean Springs, Mississippi (“the City”).
2. As the owner of the Mary C, the City will cover the cost of building insurance, utilities, ground and building maintenance, janitorial supplies, trash removal, and other contractual service agreements.
3. The City reserves the right to review all events, activities, contracts, programs, and workshops held in connection with the Mary C, including ones obtained by the Instructor.
4. The Mary C will provide the Instructor with access to the interior lockbox code with further details to be discussed and outlined by the City’s Arts and Culture Coordinator (“the Coordinator”).

Instructor Requirements

5. The Instructor agrees to hold programming, events, and workshops (“programming”) from time to time as determined and scheduled with the Coordinator.
6. The Instructor may access the internet through their own laptops or other devices.
7. The Instructor will maintain the space in a neat, clean, and organized manner, and will remove their own trash.
8. The partnership of the Instructor and the Mary C is reciprocal in that the Mary C will assist the Instructor in promotion of activities where the Instructor is a part. Promotion of the program is expected to be led by the Instructor. The Mary C

may share promotional material posted by the Instructor on social media.

Mary C/Instructor Collaboration

9. The Coordinator and Instructor will work cohesively to provide a calendar of programming. The Coordinator and Instructor shall work together and maintain a master calendar with all proposed events, programs, workshops, exhibitions, and the like to be held at or in connection with the Mary C. The master calendar shall be available for viewing by all parties in order to maintain effectiveness and efficiency in scheduling events at the Mary C.
10. Any changes to the area used or maintained by the Instructor must be approved by the Coordinator. Any fixtures affixed to the building shall become a part of the building and shall become the property of the City should this MOU terminate or the instructor vacate the building.

Professionalism

11. Meetings with clients, community professionals and members of the public require all parties to demonstrate professionalism at all times. Respect is shown not only in the quality of work, but also in the way in which the party presents himself/herself on behalf of their respective organization. It is imperative that the parties create a professional presentation in the course of their official duties and responsibilities.

Liability

12. The Instructor agrees that the City shall not be liable for any injury or damages, whether to person or property, originating in contract, tort, equity, or otherwise, associated with any activities of the Instructor inside or on the Mary C property. The Instructor and its members further agree to hold harmless, defend, release, covenant not to sue, and indemnify the City for any and all liability, claims, demands, actions and all causes of action whatsoever arising out of or related to any loss, damage, or injury that may be sustained by the Instructor, a third party, its members, attendees, or other person whether based in tort, contract or equity.

Term of Agreement

13. The Initial Term of this Agreement shall be for one year from the date of execution by both parties. Unless sooner terminated under the provisions of this Memorandum of Understanding, upon the expiration of the Initial Term (and each subsequent term), the term of this Agreement shall by automatically extended for an additional one (1) year period, not to exceed four (4) renewal terms.

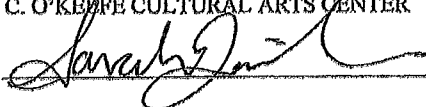
Contact Persons:

- a. For the Mary C – Sarah Qarqlsh, Arts & Culture Coordinator
1. 1600 Government St. Ocean Springs, MS 39564
- b. For the City – Kenny Holloway, Mayor
- c. For the Instructor –

EXECUTED AND AGREED BY:

THE MARY C. O'KEEFE CULTURAL ARTS CENTER

BY: _____



DATE: _____

4.19.23

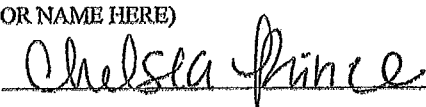
THE CITY

BY: _____

DATE: _____

(INSTRUCTOR NAME HERE)

BY: _____



DATE: _____

4.19.23

Amendments

14. This Memorandum of Understanding may be amended through such written supplemental agreement as are entered by the parties, and will be considered to have been amended by operation of law in the event that some part hereof becomes illegal or improper due to a change in State or Federal law or policy.

Termination

15. Either party to this Agreement may terminate the Agreement at any time upon forty-five (45) days written notice to the other party. Written notice shall be made pursuant to Section 16 of this Agreement.

Notice

16. For purposes of this Agreement, notices provided for herein shall be in writing and shall be deemed to have been duly given (i) when received, if delivered personally or by courier, or (ii) on the date receipt is acknowledged, if delivered by certified mail, postage prepaid, return receipt requested. Notice shall be addressed to the parties as set forth below.

Crocker Heating & Air, Inc
PO Box 1708
Ocean Springs, MS 39566



INVOICE
Overdue

Presented to:
City of Ocean Springs utilities
P.O Box 1800
Ocean Springs, MS 39566

Job # 12675
Invoice # I-12675-1
Technician
Issue Date Apr 02 2023
Payment Terms Upon Receipt
Due Date Apr 02 2023

Customer Contact:
H: (228) 875-4236
M: 2288758665
E: Pgaston@oceansprings-ms.gov

Location Address:
711 Magnolia place
Ocean Springs, MS 39564

DESCRIPTION	QTY	PRICE
7.5T Rheem Heat Pump Split System	2	\$27,200.00
Installation of 7.5 ton Rheem heat pump split system. Hanging new air handler in ceiling. Flushing and reusing copper line set. New return ducting with filter. New supply duct with grilles. New digital thermostat and wiring.		
Outdoor unit: RPCL2090CAZ 7.5t Cond H/P 208/230/3ph Indoor unit: RHCLP2090CAR 7.5t AHU H/P 208/230/460/3ph		
	Subtotal	\$27,200.00
	Taxes	\$0.00
	Total	\$27,200.00

Patty Gaston



STATE OF MISSISSIPPI, CITY OF OCEAN SPRINGS
P.O. BOX 1800
OCEAN SPRINGS, MS 39566-1800
COLLECTION ACCOUNT

The First, ANBA
85-336/653
VOID 1 YEAR FROM DATE OF CHECK

126012
CHECK ~~2000~~

---Twenty Seven Thousand Two Hundred Dollars and 00/100 Cents---

PAY TO THE ORDER OF:

CROCKER HEATING & AIR INC
PO BOX 1708
OCEAN SPRINGS, MS 39566-

04/19/2023 27,200.00
DATE AMOUNT

NON-NEGOTIABLE

MP
Mayor

NON-NEGOTIABLE

MP
City Clerk

Todd Pigg Handyman Services			
Ocean Springs, MS 39565			
Company	Date	Total	PO
Isco Metals Inc.	03/02/2023	500.85	Osp0006931
Bayou Concrete	01/04/2023	876	OSP0006588
Isco Metals Inc.	01/17/2023	280	OSP0006642
Ocean Springs Lumber	02/28/2023	36.12	OSP0006565
Ocean Springs Lumber	02/27/2023	187.25	OSP0006565
Ocean Springs Lumber	01/31/2023	75.3	OSP0006565
Ocean Springs Lumber	01/17/2023	324.3	OSP0006565
Ocean Springs Lumber	01/03/2023	58.82	OSP0006565
Ocean Springs Lumber	01/02/2023	108.79	OSP0006565
Ocean Springs Lumber	01/02/2023	389.23	OSP0006565
		8,100.00	
Total spent on materials	03/23/2023	3,647.75	
Balance owed on contract		4,452.25	

OK per P.A.
ward II



STATE OF MISSISSIPPI, CITY OF OCEAN SPRINGS

P.O. BOX 1800
OCEAN SPRINGS, MS 39566-1800

COLLECTION ACCOUNT

The First ANBA
85-336/553

VOID 1 YEAR FROM DATE OF CHECK

126013

CHECK NO.

126013

Four Thousand Four Hundred Fifty Two Dollars and 25/100 Cents

PAY TO THE ORDER OF

TODD OWEN PIGG

DATE

04/21/2023

AMOUNT

\$4,452.25

[Signature]

[Signature]

Mayer

City Clerk

REGULAR MEETING OF APRIL 4, 2023

CALL TO ORDER

Be it remembered that the Mayor and Board of Aldermen of the City of Ocean Springs met in a Regular Meeting at City Hall in the City of Ocean Springs at 6:00 p.m. on April 4, 2023. Mayor Holloway presided, and Aldermen Burgess, Authement, Wade, Cox, Papania, Blackman, and Impey were present. Also present were City Attorney Will Norman, City Clerk Patty Gaston, Deputy City Clerk Vicky Hupe, Police Captain Shane Tiner, Fire Chief Derek McCoy, Building Official Darrell Stringfellow, Public Works Director Allan Ladnier, Human Resources & Risk Management Director Mindy McDowell, Planning & Grants Administrator Carolyn Martin, Parks & Recreation Director Stephen Glorioso, Project Manager Sarah Harris, and Admin & Community Relations Coordinator Ravin Nettles.

The Mayor called the meeting to order.

INVOCATION AND PLEDGE OF ALLEGIANCE

Dr. Mike Barnett with First Baptist Church gave the invocation and Boy Scout Troop 271 led the Pledge of Allegiance.

A motion was made by Alderman Blackman, seconded by Alderman Impey, and unanimously carried to accept the amended agenda.

PROCLAMATIONS

- a. Recognition of employment years of service: 15 Years ~ Police Lieutenant Steven Dye, Police Lieutenant Leonard Ordonez; 10 Years ~ Payroll Technician Jennifer Ferrell; 5 Years ~ Sr Records Clerk Amanda Dixon and Parks Maintenance Laborer A Henry Lamb

Police Lieutenant Leonard Ordonez and Payroll Technician Jennifer Ferrell were present to accept their certificates.

- b. National Public Safety Telecommunications Week
Police Captain Tiner accepted the Proclamation.

- c. Child Abuse Prevention and Awareness Month
Fire Chief McCoy accepted the proclamation.

PUBLIC HEARINGS

- a. Approval of Zoning Change from the R-D (Two-Family Residential District) to the CMX-1 (Neighborhood Commercial / Mixed Use District) 813 General Pershing Avenue / Parcel No.: 60119394.000

A motion was made by Alderman Authement, seconded by Alderman Cox, and unanimously carried to open the public hearing.

The Planning & Grants Administrator explained that the requested change to CMX-1 is the least intense commercial zoning and the Planning Commission recognized there was a demonstrated, significant change in the neighborhood.

Donovan Scruggs spoke in favor of the zoning change, as the agent for the applicant.

Aldermen Cox, Papania, and Authement expressed concern about spot zoning. Alderman Authement asked if the neighbors support the change and then stated the neighbors he has spoken with do not support the zoning change.

The Planning & Grants Administrator said the Planning Commission will be addressing the Short-Term Rental ordinance including removing the existing Downtown Overlay District from the cap of the total allowed Residential Short-Term Rental Properties. This property is located within that overlay district.

A motion was made by Alderman Authement, seconded by Alderman Papania, and unanimously carried to close the Public Hearing.

A motion was made by Alderman Authement and seconded by Alderman Papania to deny the zoning change from the R-D (Two-Family Residential District) to the CMX-1 (Neighborhood Commercial / Mixed Use District) 813 General Pershing Avenue / Parcel No.: 60119394.000. The motion carried with Aldermen Burgess, Authement, Wade, Papania, and Impey voting aye and Aldermen Cox and Blackman voting nay.

AGENDA PUBLIC COMMENT

None.

OLD BUSINESS

- a. Adopt a Resolution approving the Urban Renewal Map

Alderman Cox said he does not agree with the current map, stating that some areas that were removed should be included and area 6 should not be included. A motion was made by Alderman Impey and seconded by Alderman Blackman to adopt the Resolution approving the Urban Renewal Map. The motion carried with Aldermen Burgess, Authement, Papania, Blackman, and Impey voting aye and Aldermen Cox and Wade voting nay.

NEW BUSINESS

- a. Authorize the Mayor to execute the contract with Clark Auctions for an online auction of surplus property

Alderman Cox requested the Fire Trailer that is on the auction list be removed to determine if it could be converted into a bathroom trailer. A motion was made by Alderman Authement, seconded by Alderman Blackman, and unanimously carried to authorize the Mayor to execute the contract with Clark Auctions for an online auction of surplus property.

- b. UPDATES to the Adopted Fee Schedule – Residential and Commercial Short-Term Rental Application and Renewal

The Planning & Grants Administrator explained that the existing Short Term Rental (STR) ordinance allows for the fee to be changed with the fee schedule by the Board of Aldermen. She explained that a fee increase was discussed by the Planning Commission as part of the ordinance modification at a previous meeting, and requested to amend the Commercial and Residential STR fees for both application and renewal to be in line with the work required and similarly to other cities in the area. A motion was made by Alderman Authement, seconded by Alderman Burgess, and unanimously carried to amend the adopted fee schedule for an increase of the Commercial and Residential STR fees for application and renewal as presented.

CONSENT AGENDA

A motion was made by Alderman Impey, seconded by Alderman Blackman, and unanimously carried to approve the consent agenda.

- a. Approval to allow the Ocean Springs Education Foundation - Crawfish & Cornhole for Classrooms use of 90 barricades for their event on Friday, April 28 from 6-9 p.m. at The Mary C. O'Keefe Cultural Center. This event will promote and advertise the resources of the City of Ocean Springs.
- b. Approval to waive the \$300 deposit for use of the Ocean Springs Civic Center for the Supervisor of Shipbuilding Change of Command Ceremony on August 3, 2023.

- c. Approve Run/Walk Permit Application for the Mississippi Municipal Service Company 5K on June 28, 2023, from 6:30 am until 9:00 am; Beach Pathway route beginning and ending at Fort Maurepas, no cost to the City, the applicant pays the associated event cost
- d. Approve Minutes: Recess Meeting March 21, 2023
- e. Authorize Opioid Settlement participation
- f. Accept the March 2023 Aged Receivable Report for utility billing
- g. Authorize to Declare Surplus: 2005 Ford Free Star Van Vin # 2FMZA57695BA45225, 2000 Ford F-150 Super cab Vin # 1FTRW07W01KF67119, 2006 Surrey Fire Safety House Asset # 1550
- h. Human Resources Action Items (Amended):
 - a. Authorize removal of Sr Records Clerk Amanda Dixon from probationary status to full-time status effective immediately
 - b. Accept the resignation of Planning/Grants Coordinator Amanda Moser, effective April 21, 2023; authorize to begin the process of filling the vacant position
 - c. Authorize termination of Probationary Truck Driver employee #2186, effective March 3, 2023; authorize to begin the process of filling the vacant position
 - d. Accept the resignation of Parks Laborer Steven Stratton, effective March 31, 2023; authorize to begin the process of filling the vacant position
 - e. Authorize removal of Court Clerk James Martin from probationary status to full-time status effective immediately
 - f. Authorize removal of Deputy Court Clerk II Latena Wallace from probationary status to full-time status effective immediately
 - g. Accept the resignation of Camp/Special Events Coordinator April Chewing, effective March 31, 2023; authorize to begin the process of filling the vacant position
 - h. Authorize employment of Thaddeus Thomas, Parks Maintenance Laborer, Step 1, \$12.36 hourly rate; effective April 10, 2023; one-year probationary status, pending successful completion of all pre-employment requirements
 - i. DMR Tidelands: OS Front Beach Infrastructure Maintenance: FY18-P501-02 OS Authorization to Accept and Execute Close Out Documents for the Front Beach Sidewalk Repair Project with Jay Bearden Construction, Inc.
 - j. Accept Building Official Tree Recommendations - Tree applications through March 29, 2023

- k. Accept the Code Enforcement Report through March 30, 2023
- l. Approve the Facility Use Agreement for Ocean Springs Upper Elementary
- m. Declare items surplus and add to the City's upcoming online auction
- n. Declare items surplus and add to the City's upcoming online auction

DEPARTMENT REPORTS

- a. City Clerk: Approve payment: Docket of Claims, all expenditures are appropriate and authorized by law, and spread summary on the Minutes

A motion was made by Alderman Impey, seconded by Alderman Cox, and unanimously carried to approve the Docket of Claims finding that all expenditures are appropriate and authorized by law and spread the summary on the minutes.

- b. City Clerk: Accept Monthly Budget Report

A motion was made by Alderman Impey, seconded by Alderman Wade, and unanimously carried to approve the monthly budget report.

- c. Building: Appeal of Tree Removal denial

The Building Official said the appeal was back before the Board because the applicant could not attend the previous meeting. Alderman Burgess spoke on behalf of the applicant in favor of the removal of the trees due to hardship. A motion was made by Alderman Burgess, seconded by Alderman Authement, and unanimously carried to allow the tree removals at 3405 and 3407 Nottingham Road.

GENERAL PUBLIC COMMENT

Gary Bachman commended Public Works for properly pruning and treating the Crepe Myrtles in the median of the highway.

Bill Moore thanked all for helping with the Springs Arts Festival's success.

MAYOR AND ALDERMEN'S FORUM

Alderman Burgess asked the Parks & Recreation Director for the status of the repair of the scoreboard at Baseball Field #3, he replied they are still waiting on a part.

Alderman Authement asked the Planning & Grants Administrator about the Downtown overlay district. She replied that it would remove the current Residential STR within the Downtown overlay footprint from the capped amount within the City with all other residential process requirements still in effect.

Alderman Cox requested the authority to close the streets for the Clydesdales Parade because he doesn't feel the rolling roadblock works efficiently. A motion was made by Alderman Cox, seconded by Alderman Wade, and unanimously carried to allow the closure of streets on the parade route if deemed necessary.

Alderman Papania requested that while the STR ordinance is being amended, it addresses that two STR properties must be 500 feet apart.

Alderman Impey said the moratorium on apartment buildings expired on February 28, 2023, but the same conditions that required it remain. A motion was made by Alderman Impey and seconded by Alderman Authement to extend the moratorium on multifamily dwellings for 12 months. The motion carried with Aldermen Burgess, Authement, Wade, Papania, Blackman, and Impey voting aye and Alderman Cox voting nay.

The Mayor reminded all that the Boilin' on the Beach event will be on April 29, 2023, and the first Friday at the Fort will be the night before, featuring Dwayne Doopsie as the musical guest. He also reminded all that the State of the City Address will be on April 20th at 5:30 p.m. at the Mary C.

EXECUTIVE SESSION

A motion was made by Alderman Authement, seconded by Alderman Wade, and unanimously carried to go into a closed session to determine the necessity of going into an executive session.

The City Clerk returned to the meeting and announced that a motion was made by Alderman Burgess, seconded by Alderman Authement, and unanimously carried to remain in executive session to discuss the Securix contract.

A motion was made by Alderman Impey, seconded by Alderman Cox, and unanimously carried to come out of the executive session where the following action was taken:

A motion was made by Alderman Authement, seconded by Alderman Papania, and unanimously carried to send a 90-day termination of contract to Securix.

A motion was made by Alderman Impey, seconded by Alderman Cox, and unanimously carried to recess the meeting until 6:00 p.m. on April 18, 2023.

The meeting ended at 7:24 p.m.

Mayor

City Clerk

MINUTES - RECESSED MEETING OF APRIL 18, 2023

CALL TO ORDER

Be it remembered that the Mayor and Board of Aldermen of the City of Ocean Springs met in a Recess Meeting at City Hall in the City of Ocean Springs at 6:00 p.m. on April 18, 2023. Mayor Holloway presided, and Aldermen Burgess, Authement, Wade, Cox, and Impey were present. Aldermen Papania and Blackman were absent. Also present were City Attorney Robert Wilkinson, City Clerk Patty Gaston, Payroll Accountant Jennifer Simmons, Police Captain Ryan Lemaire, Fire Chief Derek McCoy, Building Official Darrell Stringfellow, Public Works Director Allan Ladnier, Human Resources & Risk Management Director Mindy McDowell, Planning & Grants Administrator Carolyn Martin, Parks & Recreation Director Stephen Glorioso, Project Manager Sarah Harris, and Admin & Community Relations Coordinator Ravin Nettles.

The Mayor called the meeting to order.

INVOCATION AND PLEDGE OF ALLEGIANCE

Special Events Coordinator Chic Cody gave the invocation and Alderman Impey led the Pledge of Allegiance.

A motion was made by Alderman Impey, seconded by Alderman Cox, and unanimously carried to accept the agenda.

PRESENTATION

a. PATH Company – Rudy Watkins

PATH Company representative Rudy Watkins addressed the Mayor and the Board regarding doing an audit of the City's utilities costs and efficiency free of charge. He said the first step would be to determine the utility cost per square foot usage. Next, the equipment and buildings would be reviewed for efficiency. He said they would need 12 months of utility bills and a list of all buildings. A motion was made by Alderman Cox, seconded by Alderman Wade, and unanimously carried to authorize PATH Company to perform a utility audit free of charge.

AGENDA PUBLIC COMMENT

None.

OLD BUSINESS

a. School Board member announcement

A motion was made by Alderman Impey and seconded by Alderman Cox to appoint Greg Denyer to the School Board to complete the vacated seat term expiring February 28, 2025. The motion carried with a vote as follows:

Aye: Alderman Cox, Alderman Authement, Alderman Burgess, Alderman Impey, Alderman Wade

Nay: None

b. Discuss Grounds Maintenance Contract and Performance

The City Clerk explained Premier Landscaping was awarded the Grounds Maintenance contract, but several Department Heads have expressed concerns they are not performing up to the standards of the contract. Alderman Cox said he spoke with an owner of the company, and they would like two more weeks to complete the jobs and come to the next board meeting to explain if needed. The Public Works Director said his primary concern was that Premier Landscaping said they would start working on a specific day, but it was a week later before work started. The Fire Chief said the firefighters cut their grass because of the overgrowth and when mowers did show up, they only did about half of the job. The City Clerk agreed to give them two more weeks.

NEW BUSINESS

a. Insurance renewal update - Scott Lemon

Scott Lemon from Lemon Mohler said the City's property and auto insurance will be renewed at the end of May. He said the valuation increase is driven by inflation. He said the property value has had a 10% increase to approximately \$41 Million in building value. He said last year the deductible was increased to 5% and should be able to remain the same this year. He recommended the renewal be decided just before the renewal date to get the best deal. He said he will keep the Board updated.

CONSENT AGENDA

A motion was made by Alderman Cox, seconded by Alderman Impey, and unanimously carried to approve the consent agenda except for items 7-r pulled by Alderman Cox, and 7-w and 7-y pulled by Alderman Impey.

Mayor:

- a. Authorize the Mayor to execute the 2023 Cruisin' the Coast Memorandum of Understanding (MOU)
- b. Accept the barge donation from Signet Maritime Corporation for the Fourth of July Fireworks Display on June 30, 2023
- c. Adopt the resolution requesting assistance from Jackson County Supervisor Randy Bosarge for the Fourth of July fireworks display on June 30, 2023
- d. Adopt the resolution requesting assistance from Jackson County Supervisor Troy Ross for the Fourth of July fireworks display on June 30, 2023

- e. Request approval to allow the Mayor to sign the agreement to contract with Eric Woods for Boilin' on da Beach Crawfish Competition on April 29, 2023, at Fort Maurepas Park. This artist will play from 11:00 am – 1:00 pm. The cost will be \$200.
- f. Request approval to allow the Mayor to sign the agreement to contract with Saint Social for Boilin' on da Beach Crawfish Competition on April 29, 2023, at Fort Maurepas Park. This 4-piece band will play from 1:30 – 3:00 pm. The cost will be \$1,000.
- g. Approve Special Event Application for Mosaic Church Extreme Week Family Fun Night on June 15, 2023, from 4:00-9:00 pm; at Fort Maurepas and Front Beach, at no cost to the City, the applicant pays the associated event cost
- h. Approve agreement with Total Backline Services for Friday at the Fort on April 28, 2023, to provide services for Dwayne Dopsie and the Zydeco Hellraisers concert, the cost will be \$1,043.25.
- i. Approve Special Event Application for SRHS Employee Volleyball Tournament on May 9, 2023, from 12:00-8:00 pm; Front Beach, no cost to the City, the applicant pays associated event cost
- j. Approve Special Event Application for YMCA End of Summer Party on July 21, 2023, from 9:00 a.m. - 2:00 p.m.; Freedom Field, no cost to the City, the applicant pays associated event cost
- k. Approval to waive the \$250 rental fee for use of the Fort Maurepas Pavilion for the Military Sexual Trauma Awareness Events hosted by VFW Post 5699 on April 22, 2023.
- l. Adopt Resolution and send a letter to support the development of the United States Bicycle Route 90

City Clerk:

- m. Ratify check 125889 for \$2,462.79 to Devin Carter for directing the Welcome to Wonderland production at the Mary C O'Keefe Cultural Arts Center

Police Department:

- n. Authorize K9 Retirement and transfer ownership
- o. Accept OSPD Monthly Report for March 2023

Fire Department:

- p. Accept OSFD Monthly Report for March 2023

Human Resources/Risk Management:

- q. Authorize removal of 7-Minute Rule Policy
- r. Adopt Weapons Policy

Alderman Cox requested item 7-r be tabled until the next meeting so that it can be

reviewed further.

- s. Approve Minutes: Human Resources Committee Meeting April 6, 2023
- t. Accept the resignation of Police Officer Nicole Shavers, effective April 28, 2023; authorize to begin the process of filling the vacant position
- u. Accept resignation of Sewer Laborer Josiah Taigaafi, effective April 14, 2023; authorize to begin the process of filling the vacant position
- v. Accept the resignation of Drainage Laborer Matthew Forehand, effective April 21, 2023; authorize to begin the process of filling the vacant position
- w. Authorize employment of Christopher Depreo, Sewer Laborer, Step 5, \$14.50 hourly rate; effective May 3, 2023; one-year probationary status, pending successful completion of all pre-employment requirements
- A motion was made by Alderman Impey, seconded by Alderman Cox, and unanimously carried to approve item 7-w with the effective date corrected to April 19, 2023.
- x. Authorize employment of Dajonte Odom Harris, Sewer Laborer, Step 1, \$12.88 hourly rate; effective April 19, 2023; one-year probationary status, pending successful completion of all pre-employment requirements
- y. Accept the resignation of Probationary Firefighter employee #2625, effective April 17, 2023; authorize to begin the process of filling the vacant position
- A motion was made by Alderman Impey, seconded by Alderman Wade, and unanimously carried to approve item 7-y with the wording change of "resignation" changed to "termination"

Planning Commission:

- z. Approve the request for construction on a historically-platted, legal, non-conforming lot on Robinson Street, east of Cash Alley PID#: 60119460.000; the Planning Commission recommends approval
- aa. Request Approval of Construction on a Historically Platted, Legal, Non-conforming Lot at 322 Magnolia Avenue / PID#: 61011107.000; the Planning Commission recommends approval

Grants Administration:

- bb. American Rescue Plan Act (ARPA) / MS Municipality and County Water Infrastructure Grant (MCWI) – MDEQ Agreement # 455-1-CW-5.5 – DOWNTOWN SEWER REHABILITATION – Authorization to Execute Subaward Agreement for Use of Jackson County ARPA Funds
- cc. American Rescue Plan Act (ARPA) / MS Municipality and County Water Infrastructure Grant (MCWI) – MDEQ Agreement # 108-1-CW-5.5 – EAST SIDE SEWER DIVERSION PROJECT – Authorization to Execute Subaward Agreement for Use of Jackson County ARPA Funds
- dd. Authorization to Execute Memorandum of Agreement (MOA) with Jackson County Utility Authority (JCUA) Related to Connection to and Ownership of the

JCUA Pump Station Included in the ARPA/MCWI – MDEQ Agreement # 108-1-CW-5.5 – EAST SIDE SEWER DIVERSION PROJECT

- ee. MS Department of Wildlife, Fisheries, & Parks – Land and Water Conservation Fund Project Agreement: Gay Lemon Park Improvements – Authorization to Execute Project Agreement – Amendment #1

Zoning Adjustment Board:

- ff. Request approval of a variance from the minimum number of off-street parking spaces, 3401 Bienville Blvd. PID #60127492.000, Zoning & Adjustments Board recommends approval

Historic Preservation Commission:

- gg. Approve a Certificate of Appropriateness (COA) for the construction of a fence in the front yard at 605 Porter Avenue, PID#: 60137628.000, HPC recommends approval
- hh. Approve a Certificate of Appropriateness (COA) for the construction of two (2) shade structures at the St. Paul Pre-school at 800 Porter Ave./PID#: 60137108.000, HPC recommends approval.

Building Department:

- ii. Accept Building Department Monthly Permit Report for March 2023
- jj. Accept Building Official Tree Recommendations - Tree Apps through April 11, 2023
- kk. Accept the Code Enforcement Report through April 12, 2023

Project Manager:

- ll. Authorize to execute the agreement with Overstreet & Associates, PLLC for the Term Bid Contract - Labor and Equipment for Water, Sewer, and Drainage
- mm. Accept the Ocean Springs Paving List for 2023

DEPARTMENT REPORTS

- a. Mayor: Authorize budget increase to The Capitol Group expenses

The Mayor said the Capital Group lobbying group exceeded the expense cap on the March 2023 invoice and requested to increase the budget to \$12,400 and authorize the payment of the overage. Alderman Cox requested that the cap not be increased so that additional expenses will need to come before the Board per the contract. A motion was made by Alderman Cox, seconded by Alderman Impey, and unanimously carried to authorize the budget amendment and payment of the Capitol Group March 2023 invoiced overage of \$3,317.26.

- b. Mayor: 2023 Legislative Session Update

The Mayor gave the Board a legislative session update. He said the City benefited from
April 18, 2023 - Recessed Meeting Minutes

\$9.5 Million in funding. He said there were some issues with GOMESA applications, but they have been resolved. He said the City was awarded \$4,560,000 in GOMESA funds for the Washington Avenue, Sewer Rehab, and Front Beach Projects. He said GCRF awarded \$2.7 Million for the relocation of Public Works, stabilization of Pine Street property, and for repairs to The Mary C, and for the City to work in cooperation with WAMA for entryway signage into the City. The funding for the Mary C. will be combined with existing funds that have started the development of the specifications for repair. Tidelands Funds awarded \$400,000 for the East Beach Sidewalk pathway that will be combined with existing Tidelands to move the project forward. Additionally, CAP X funds were approved in the amount of \$1,775,000 to cover repairs to the Taconi Roof, the stage cover at Ft. Maurepas, support for both the Washington Avenue and Mary C. projects, and GIS Mapping of city infrastructure.

- c. City Clerk: Approve payment: Docket of Claims, all expenditures are appropriate and authorized by law, and spread summary on the Minutes

A motion was made by Alderman Cox, seconded by Alderman Impey, and unanimously carried to approve the Docket of Claims finding that all expenditures are appropriate and authorized by law, and spread the summary on the minutes.

- d. City Clerk: Authorize the adjustment of water/sewer accounts due to a finding that the customer did not receive the benefit of the utility and the excess usages were due to unforeseen circumstances

A motion was made by Alderman Impey, seconded by Alderman Cox, and unanimously carried to adjust the water/sewer accounts listed, with the finding that the customers did not receive the benefit of the utility and excess usages were due to unforeseen circumstances.

- e. City Clerk: Police Budget Amendments

The City Clerk said the Police Department has been having some AC, roof, and other repair issues and needs a budget amendment to cover the cost of the repairs. She said the patrol cars are also getting Toughbook laptops and the building will be getting a new up-to-date card entry system which also requires budget amendments. A motion was made by Alderman Impey, seconded by Alderman Cox, and unanimously carried to authorize the Police Department budget amendments.

- f. Building: Appeal of Tree Removal Denial - 3831 Chaumont Circle

The Building Official said the homeowner requested the removal of the tree due to foundation issues and leaves on the roof. He said after his inspection the foundation issues were not caused by the tree and denied the removal of the tree. He said the homeowner submitted a home inspection report to support his appeal, but neither were present at the meeting. A motion was made by Alderman Authement, seconded by Alderman Burgess, and unanimously carried to uphold the tree removal denial by the Building Official.

GENERAL PUBLIC COMMENT

None.

MAYOR AND ALDERMEN'S FORUM

Alderman Burgess thanked the Police Department for patrolling in Ward 1.

Alderman Authement asked the Special Events Coordinator to explain the changes for the Buds & Burgers event. He replied that the event had a rainout and has been changed to May 20th. He requested Robinson Street from Cash Alley to Washington Avenue for vendors to set up.

Alderman Cox requested the Board send a letter of support to Biloxi to improve regulations of Spring Break in Biloxi. The Mayor said the City needs to prepare better for the event in the future as well.

The Admin & Community Relations Coordinator reminded all of the upcoming events: The State of the City will be Thursday, April 20th at the Mary C, Friday at the Fort on April 28th, groundbreaking at 1515 Government Street on April 26th, the Budweiser Clydesdales parade on April 27th, Boilin' on the Beach Crawfish Boil will be April 29th and the Thunderbirds Airshow on April 29th and April 30th.

EXECUTIVE SESSION

A motion was made by Alderman Impey, seconded by Alderman Cox, and unanimously carried to go into a closed session to determine the necessity of going into an executive session.

The City Clerk returned to the meeting and announced that a motion was made by Alderman Authement, seconded by Alderman Burgess, and unanimously carried to remain in executive session to discuss the Securix Contract.

A motion was made by Alderman Impey, seconded by Alderman Cox, and unanimously carried to come out of the executive session where no action was taken.

A motion was made by Alderman Impey, seconded by Alderman Cox, and unanimously carried to adjourn the meeting until 6:00 p.m. on May 2, 2023.

The meeting ended at 6:59 p.m.

Mayor

Date

Clerk

Date

The Minutes of the City of Ocean Springs
Special Called Meeting
Tuesday, April 18, 2023

Be it remembered that the Mayor and Board of Aldermen of the City of Ocean Springs met in a Special Called meeting at City Hall at 4:00 p.m. on April 18, 2023. Alderman Blackman attended the meeting by teleconference pursuant to Section 25-41-5 of the Mississippi Code. Let the minutes reflect that there is a speaker in the meeting room that all those present are able to hear Alderman Blackman. Mayor Holloway presiding, Aldermen Burgess, Authement, Wade, Cox, and Impey were present. Alderman Papania was absent. Also present were City Attorney Robert Wilkinson and City Clerk Patty Gaston.

The Mayor called the meeting to order.

A motion was made by Alderman Wade, seconded by Alderman Authement, and unanimously carried to accept the agenda.

The Special Call Meeting is for the purpose of all matters pertaining to:

a) School Board Member interviews

The top three applicants were interviewed: Julia Platt, Greg Denyer, and Vincent Burke.

The Mayor asked all applicants the same questions.

A motion was made by Alderman Wade, seconded by Alderman Burgess, and unanimously carried to adjourn the meeting.

The meeting ended at 4:55 p.m.

Mayor

City Clerk



Revenue Code - Description	Current Amount	+ 1 Month	+2 Months	+ 3 Months	+ 4 Months	Balance
100 - WATER	16,078.79	13,389.62	1,937.23	1,144.29	33,349.23	65,899.16
195 - WATER PENALTY	0.00	1,551.76	57.75	22.96	932.35	2,564.82
196 - CUTOFF	0.00	560.00	205.23	50.98	3,812.43	4,628.64
197 - WATER TAX	199.73	32.20	3.86	0.00	46.43	282.22
400 - SEWER	24,757.63	19,985.66	1,788.04	685.93	33,549.53	80,766.79
495 - SEWER PENALTY	0.00	2,428.60	86.45	31.91	1,034.45	3,581.41
500 - GARBAGE	13,019.00	11,282.72	1,323.26	704.86	20,998.95	47,328.79
595 - GARBAGE PENALTY	0.00	1,333.80	48.51	10.65	1,028.40	2,421.36
805-C - 805-C CONNECT/DISCONNECT CHARGES	20.00	122.61	246.89	140.00	2,388.05	2,917.55
810 - NSF CHARGE	0.00	120.00	0.00	0.00	121.41	241.41
996 - UNAPPLIED CREDITS	-570.06	-6,167.60	4,217.45	-448.31	-5,082.20	-8,050.72
Revenue Totals:	53,505.09	44,639.37	9,914.67	2,343.27	92,179.03	202,581.43



Kenny Holloway | Mayor
Bobby Cox | Alderman at Large
Jennifer Burgess | Alderman Ward 1
Rickey Authement | Alderman Ward 2

Kevin Wade | Alderman Ward 3
Ken Papania | Alderman Ward 4
Robert Blackman | Alderman Ward 5
Michael Impey, II | Alderman Ward 6



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MEMORANDUM

To: Mayor & Board of Alderman

From: Mark Dunston, Police Chief

Re: Authorize to execute the Interlocal Agreement with Singing River Health System and adopt the Resolution

Section: CONSENT AGENDA

Meeting Date: May 2, 2023

Please review, approve, and sign this updated Interlocal Agreement between Singing River Health System (SRHS) and the City of Ocean Springs (the City), and execute the corresponding Resolution. The purpose of this agreement is for assistance and cooperation between SRHS and the City as related to police and fire protection. The existing Interlocal Agreement is set to expire May 3, 2023.

Thank you for your favorable consideration.

ca



INTER-LOCAL GOVERNMENTAL COOPERATION AGREEMENT

This Inter-Local Governmental Cooperation Agreement (the "Agreement"), made and entered into as of the 3rd day of May, 2023, by and between the City of Ocean Springs, Mississippi (the "City"), and Singing River Health System, by and through its Board of Trustees ("SRHS").

RECITALS

WHEREAS, SRHS and the City, desire to enter into this Agreement for the purpose of assistance of and cooperation by the parties' Police and/or Fire departments in relation to the operations of SRHS's Ocean Springs Campus (the "Campus") located within the municipal boundaries of the City;

WHEREAS, SRHS is a community hospital, organized in accordance with the community hospital statutes of the State of Mississippi;

WHEREAS, SRHS has in place a Campus Police Department at the Campus operating pursuant to the authority granted to it under Mississippi law;

WHEREAS, the City is a duly formed and incorporated municipality under Mississippi law and the City operates both a Police and Fire department within its municipal boundaries;

WHEREAS, SRHS and the City desire to enter into this Agreement for the purpose of providing for the assistance and/or cooperation between SRHS and the City in providing police and fire protection to the Campus; and

WHEREAS, pursuant to Mississippi Code, Section 17-13-1, *et seq.* SRHS and the City request the office of the Attorney General of the State of Mississippi to approve the terms and conditions of this Agreement as being in proper form and compatible with the laws of the State of Mississippi.

In consideration of the foregoing premises and pursuant to the terms and conditions described below, SRHS and the City agree as follows:

ARTICLE I. PURPOSE OF THE AGREEMENT

1.1 The purpose of this agreement is to provide for the assistance and/or cooperation between SRHS and the City in providing police and fire protection to the Campus and thereby providing improved access to police and fire protection services and facilities in a manner pursuant to forms of existing governmental organization that accords best with the geographic, economic, population and/or other factors influencing the needs and development of the City and SRHS.

ARTICLE II. RESPONSIBILITIES OF THE PARTIES

2.1 Upon request by SRHS, the City's Police Department will respond to reports of criminal activity occurring at the Campus and will assist the Campus Police through investigating and enforcing the criminal laws at the Campus. Investigation activities will include, but are not limited to: interviewing persons involved; making reports; gathering evidence; arresting persons charged; transporting persons charged; filing appropriate charges; housing persons charged; and all other things necessary to assist in the prosecution of criminal activity occurring upon the Campus.

2.2 In the event of the need for emergency assistance for fire, accidents with injuries, or any other medical emergencies, the City agrees its Fire Department and/or other emergency services departments will provide and will cooperate with the Campus Police Department in responding to reports of such emergency situations and the Fire Department will be the 'agency in charge' in the handling of such emergency situations upon its personnel's arrival on the Campus.

2.3 This Agreement will apply to the enforcement of any and all criminal laws of the State of Mississippi involving violations thereof within the confines and boundaries of the Campus located in the City.

ARTICLE III. TERM AND TERMINATION

3.1 Term. The term of this Agreement will be for a period of five (5) years beginning the 3rd day of May, 2023.

3.2 Termination by Agreement. In the event the governing boards of the City and SRHS mutually agree in writing, the Agreement may be terminated on the date specified in the written termination agreement.

3.3 Effects of Termination. Upon termination of this Agreement, as hereinabove provided, neither party will have any further obligations hereunder except for any obligations accruing prior to the date of termination, including, without limitation, payment of any compensation relating to services provided prior to the termination of this Agreement.

ARTICLE IV. NEGLIGENCE LIABILITY

4.1 SRHS is a community SRHS organized in accordance with the community SRHS statutes of the State of Mississippi, Miss. Code Ann. § 41-13-1 et seq. Under the statute, SRHS is a political subdivision of the State of Mississippi and Jackson County Mississippi, with sovereign immunity as modified by the Mississippi Tort Claims Act (the "Act"). Currently, the limits of liability under the Act are \$500,000.00 with no punitive damages. Further, no employee of SRHS acting in the course and scope of their employment can be held personally liable under the act, Miss. Code Ann. § 11-46-7 et seq. SRHS agrees to comply with the rules and regulations of the Mississippi Tort Claims Board for the maintenance of insurance/self-insurance in order to maintain its status as a community SRHS covered under the Act.

4.2 Each party agrees to be responsible for the negligent acts of its employees. It is the intention of the parties hereto that neither party will incur costs or expenses as a result of the negligence and resulting damage of employees of the other. Further, each party will be

responsible for any other responsibility assumed by a party under this contract and to that extent any such costs or expenses will be borne by that party.

ARTICLE V. GENERAL PROVISIONS

5.1 Counterparts. This Agreement may be executed in multiple counterparts, each of which will be deemed an original and all of which together will be deemed one and the same instrument.

5.2 Entire Agreement. This Agreement constitutes the entire agreement between the parties. Any oral representations or modifications concerning this Agreement will be of no force and effect.

5.3 Governing Law. This Agreement will be governed by and interpreted, enforced and construed in accordance with the law of Mississippi.

5.4 Notices. All notices or other communications under this Agreement will be sent to the parties by certified mail, return receipt requested, or by personal delivery at the address below:

SRHS: Chief Executive Officer
2101 Hwy 90
Gautier, MS 39553
FAX: (228) 497-7927

The City's Police Department:
3810 Bienville Blvd
Ocean Springs, MS 39564
FAX: (228) 875-5126

The City's Fire Department:
3820 Bienville Blvd
Ocean Springs, MS 39564
FAX: (228) 875-5442

5.5 Severability. If any term, provision, covenant or condition of this agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will continue in full force and effect and will in no way be affected, impaired or invalidated.

5.6 Attorney's Fees. In any lawsuit, action, or proceeding arising out of or related to this Agreement each party will be responsible for their own costs, attorneys' fees and expenses through litigation or any appellate review.

5.7 Waiver. Any failure of a party to insist upon strict compliance with any term undertaking or condition of this Agreement will not be deemed to be a waiver of such term, undertaking or condition. To be effective, a waiver must be in writing and signed by both parties.

5.8 Confidential Information. Both parties recognize and acknowledge that, by virtue of entering into this Agreement and providing services hereunder, both parties may have access to certain information that is confidential and constitutes valuable, special and unique property of

the other party. Both parties warrant and covenant to each other that neither party will at any time, either during or subsequent to the term of this Agreement, disclose to others, use, copy or permit to be copied, without the other party's express prior written consent, except pursuant to the duties of SRHS hereunder, any confidential or proprietary information of the other party, including, but not limited to, information that concerns patients, costs, prices and treatment methods at any time used, developed or made, and which is not otherwise available to the public.

5.9 Compliance with Law. Notwithstanding any unanticipated effect of any provision of this Agreement, none of the parties will knowingly or intentionally conduct itself in such a manner as to violate the prohibition against fraud and abuse in connection with the Medicare and Medicaid programs (42 U.S.C. Section 1320a-7b). Further, the City agrees to notify SRHS in writing within five (5) days of any governmental investigation or regulatory action against City or any of City's employees or representatives, of which City is not otherwise prohibited by law from disclosing, and City will immediately notify SRHS in writing of any change in the City's or any of the City's employees or representatives' status to perform services under federal health care or procurement or non-procurement programs.

5.10 Legislative, Regulatory or Administrative Change. If there is a change in the Medicare or Medicaid laws, regulations or general instructions, the adoption of new legislation, or a change in any third-party reimbursement system, any of which materially affects the manner in which either party may perform or be compensated for its services under this Agreement, the parties will immediately propose a new service arrangement or basis for compensation for the services furnished pursuant to this Agreement. If notice of new service arrangement or basis for compensation is given, and if SRHS and the City are unable within thirty (30) days thereafter to agree upon a new service arrangement or basis for compensation, either party may terminate this Agreement at the end of the thirty (30) day time period.

5.11 Third Party Beneficiaries. This Agreement is entered into for the sole benefit of SRHS and City. Nothing contained herein or in the parties' course of dealings will be construed as conferring any third-party beneficiary status on any person or entity not a party to this Agreement.

5.12 Approvals. Neither this Agreement nor any amendment or modification will be effective or legally binding upon the parties, unless and until it has been reviewed and approved in writing by the Singing River Health System Board of Trustees and has been approved by the City by Order/Resolution and recorded within the minutes maintained by the governing board for the City.

5.13 Relationship of the parties. The parties expressly agree there will be no separate legal or administrative entity created by this Agreement. Further, the parties agree there will be no joint acquisition, holding or disposition of real or personal property under this Agreement.

5.14 No Budgeting Required. The parties expressly agree there will be no financing and/or budgeting required by the terms of this Agreement.

5.15 Amendment by Agreement. The Agreement may be amended upon mutual agreement of the governing board of the City and SRHS.

5.16 Filings Related to this Agreement. The parties agree to the following upon execution and approval by the governing board of the parties:

A. The Agreement will be filed in the Chancery Clerk's Office of Jackson County, Mississippi, and with the Office of the Mississippi Secretary of State to be preserved as a public record, being indexed and docketed separate and apart from all other records in said offices.

B. The Agreement will be filed with the Mississippi State Department of Audit within sixty (60) days of the effective date of the agreement.

IN WITNESS WHEREOF, the parties, through their duly authorized representatives, have executed this Agreement as of the day and year first above written.

SINGING RIVER HEALTH SYSTEM

CITY OF OCEAN SPRINGS

Tiffany Murdock, CEO

Kenny Holloway, Mayor

Date: _____

Date: _____

ORDER/RESOLUTION OF THE CITY OF OCEAN SPRINGS, MISSISSIPPI

City of Ocean Springs, Mississippi

By: _____

Title: _____

Order / Resolution Passed: _____

There came for consideration of the Mayor and Members of the Board of Alderman of the City of Ocean Springs, Mississippi, the following:

ORDER NUMBER _____

IT IS HEREBY RESOLVED by the Mayor and Members of the Board of Alderman for the City of Ocean Springs, Mississippi, that the attached Inter-local Governmental Cooperation Agreement for providing police and fire protection between the City of Ocean Springs, Mississippi and the Singing River Health System is hereby authorized.

IT IS FURTHER ORDERED that the Mayor or City Clerk is authorized to execute any and all documents necessary.

Motion was made by _____ seconded by _____ and the following vote was recorded:

CITY CLERK

PASSED AND ADOPTED by the Mayor and Members of the Board of Alderman of the City of Ocean Springs, Mississippi, at the meeting the ____ day of _____, 2023.



Kenny Holloway	Mayor
Bobby Cox	Alderman at Large
Jennifer Burgess	Alderman Ward 1
Rickey Authement	Alderman Ward 2

Kevin Wade	Alderman Ward 3
Ken Papania	Alderman Ward 4
Robert Blackman	Alderman Ward 5
Michael Impey, II	Alderman Ward 6



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MEMORANDUM

To: Mayor & Board of Alderman

From: Mark Dunston, Police Chief

Re: Authorize the Mayor to execute the Memorandum of Understanding (MOU) for mutual aid and cooperative action for Special Weapons and Tactics (SWAT) operations

Section: CONSENT AGENDA

Meeting Date: May 2, 2023

Please review, approve, and sign this Memorandum of Understanding between Ocean Springs Police Department, Pascagoula Police Department, and Jackson County Sheriff's Department for mutual aid and cooperative action for Special Weapons and Tactics (SWAT) operations. Also attached is the Jackson County Board of Supervisors' Resolution approving this MOU.

Thank you for your favorable consideration.

ca

**MEMORANDUM OF UNDERSTANDING BY AND BETWEEN THE JACKSON
COUNTY SHERIFF'S DEPARTMENT, THE PASCAGOULA POLICE
DEPARTMENT, AND THE OCEANS SPRINGS POLICE DEPARTMENT FOR
MUTUAL AID AND COOPERATIVE ACTION IN RESPONSE TO HIGH RISK
OPERATIONS USING SPECIAL WEAPONS AND TACTICS**

1. **Parties.** The Parties to this Agreement are Jackson County, the City of Pascagoula, the City of Ocean Springs, and their respective Law Enforcement Departments ("Agencies").
2. **Purpose.** The purpose of this Agreement is to create a Multi-Agency tactical unit to act in response to high risk operations within the jurisdiction of the Agencies hereto as agreed upon by the Sheriffs and Chiefs of each participating Agency.
3. **Authority.** Each Party that is a signatory to this Agreement derives its authority to do so specifically from the provisions of Miss. Code Ann. § 17-13-7, as amended, which permits two (2) or more local governmental units to enter into written contractual agreements with one another for joint or cooperative action to provide services.
4. **Enabling Statement.** There is hereby created the Jackson County Emergency Services Unit ("JCESU") consisting of the Agencies that are signatories to this Agreement.
5. **Effective Date.** The JCESU created by this Agreement shall become effective and operational immediately after receipt of approval by resolution on the minutes of each Agency's governmental authority.
6. **Duration.** This Agreement shall be in effect for a period of two (2) years beginning on the 6th of March, 2023 and ending on the 6th of March, 2025. This Agreement shall be renewed annually thereafter unless any one of the parties hereto give written notice of their intent to withdraw from the Agreement. Such written notice must be presented to the respective governing authorities not less than thirty (30) days prior to the anniversary date of this Agreement.
7. **Organization.** The Parties agree the Jackson County Sheriff's Department will be assigned as the "Lead Agency" for the JCESU created pursuant to this Agreement. The Parties also agree the JCESU Commander is a position appointed by Sheriff of Jackson County. The Parties further agree the JCESU Commander, or his designee, shall be in charge of all tactical operations under authority of the highest ranking law enforcement official of the jurisdiction where the operation is conducted.
8. **Personnel.** At the request of the Sheriff of Jackson County and/or the JCESU Commander, each Agency hereto shall supply qualified law enforcement officer(s) to participate as member(s) of the JCESU. The Parties agree any member of the JCESU provided by the Agencies hereto may be removed from the JCESU at the discretion of the Sheriff of Jackson County and/or the JCESU Commander.
9. **Disciplinary Procedures.** Should it become necessary to impose any type of discipline on any member of the JCESU, then it shall be the duty of the Chief of the Agency or the Sheriff by whom such member is employed to impose such discipline.
10. **Equipment.** Each Agency shall furnish its designated unit members with all equipment and supplies necessary for their effective functioning within the JCESU. Equipment and assets may be shared by and between the Agencies upon further request by any party to this Agreement.

11. **Funding and Financial Management.** The Lead Agency shall be responsible for financial management of all funds received from whatever source by the JCESU including, but not limited to, grants or donations from third parties. Jackson County shall be the Agency that holds all assets for the benefit of the JCESU with the exception of any equipment that is supplied by the Agencies hereto, which shall remain the property of those Agencies.
12. **Purchasing.** Any purchases made shall abide by the purchasing laws of the State of Mississippi.
13. **Termination.** Participation in the JCESU by any County or City may be terminated at any time by the passage of a resolution by the Agency's governing authority on its minutes indicating an intent to withdraw from the JCESU.
14. **Disclaimer.** It is not the intent of the Parties hereto to create an independent or separate agency, or separate legal entity with any powers commensurate with the powers of the participating County and Cities. It is understood and agreed by all signatories hereto that the JCESU created by this document exists solely at the will and pleasure of the participating County and Cities, any one of which may terminate its participation as provided hereinabove.

WITNESS the signatures of the participating parties on this the 6th day of March 2023.

SEAL

Jackson County, Mississippi

By: Kenneth E. J. N. 3/6/23

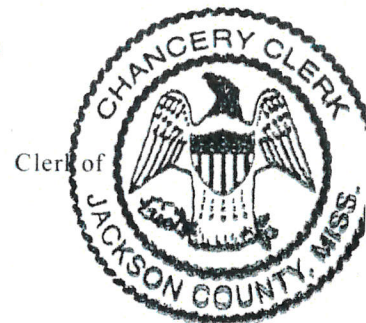
President, Board of Supervisors Date

By: Josh Eldridge 3/6/23

the Board Date

By: _____

Sheriff Date



SEAL

City of Pascagoula, Mississippi

By: [Signature] 3/22/23

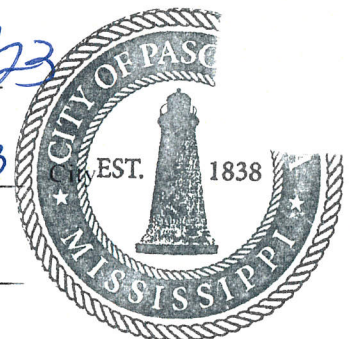
Mayor Date

By: Karen Kennedy 3/23/23

Clerk Date

By: _____

Police Chief Date



SEAL

City of Ocean Springs, Mississippi

By: _____

Mayor Date

By: _____

City Clerk Date

By: [Signature]

Police Chief Date

RESOLUTION OF THE BOARD OF SUPERVISORS
OF JACKSON COUNTY, MISSISSIPPI APPROVING
MEMORANDUM OF UNDERSTANDING BY AND BETWEEN THE JACKSON COUNTY
SHERIFF'S DEPARTMENT, THE PASCAGOULA POLICE DEPARTMENT, AND THE
OCEAN SPRINGS POLICE DEPARTMENT FOR MUTUAL AID AND COOPERATIVE
ACTION IN RESPONSE TO HIGH RISK OPERATIONS USING SPECIAL WEAPONS AND
TACTICS

WHEREAS, the Board of Supervisors desires to enter into a Memorandum of Understanding with the Jackson County Sheriff's Department, the Pascagoula Police Department, and the Ocean Springs Police Department for the purpose of creating a Multi-Agency tactical unit to act in response to high risk operations within the jurisdiction of the Agencies;

BE IT, THEREFORE, RESOLVED that the Board of Supervisors hereby approves the Memorandum of Understanding, a copy of which is attached hereto, for mutual aid and cooperative action in response to high risk operations using special weapons and tactics and authorizes the President of the Board to execute same.

The motion to approve the foregoing resolution was made by Supervisor Cumbest, seconded by Supervisor Morris, and the following vote was recorded:

Supervisor Cumbest

yes

Supervisor Morris

yes

Supervisor Taylor

yes

Supervisor Ross

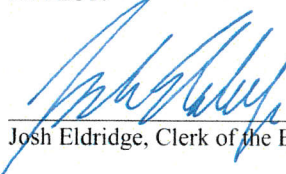
yes

Supervisor Bosarge

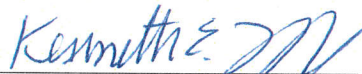
yes

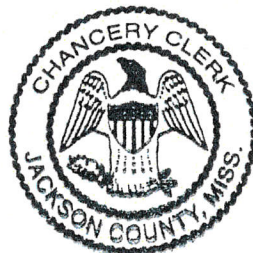
RESOLVED, this the 6th day of March, 2023.

ATTEST:


Josh Eldridge, Clerk of the Board

BOARD OF SUPERVISORS
OF JACKSON COUNTY, MISSISSIPPI

By: 
Kenneth E. Taylor, President





Kenny Holloway	Mayor
Bobby Cox	Alderman at Large
Jennifer Burgess	Alderman Ward 1
Rickey Authement	Alderman Ward 2

Kevin Wade	Alderman Ward 3
Ken Papania	Alderman Ward 4
Robert Blackman	Alderman Ward 5
Michael Impey, II	Alderman Ward 6



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MEMORANDUM

To: Mayor & Board of Alderman

From: Derek McCoy, Fire Chief

Re: Authorize to enter an MOU with MS Office of Homeland Security

Section: CONSENT AGENDA

Meeting Date: May 2, 2023

Asking for authorization to enter a Memo of Understanding with the MS Office of Homeland Security / Task Force for the purpose of delineating the responsibilities and procedures for the participation in and deployment of personnel with the Ocean Springs Fire Department under the Mississippi Task Force.

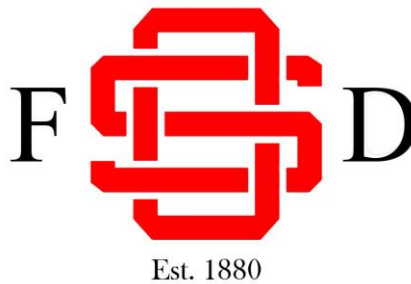
MEMORANDUM OF UNDERSTANDING

Between

The Mississippi Office of Homeland Security / Task Force



Ocean Springs Fire Department



This Memorandum of Understanding (MOU) sets forth the terms and understanding between the Mississippi Office of Homeland Security (MOHS) and the Ocean Springs Fire Department to participate in the Mississippi Task Forces (MTF). This agreement is entered into this ____ day of _____.

1. Background

Following the terror acts of September 11, 2001, the State of Mississippi realized the need to develop local, regional, and statewide capabilities to support large scale incidents. Hurricane Katrina emphasized the need to develop advanced search and rescue teams. Mississippi is not only prone to natural disasters, but the state ranks high on the list for the amount of critical infrastructure that would require multiple teams of search and rescue specialist to be deployed simultaneously to meet the needs of the local jurisdictions for man-made disasters.

2. Purpose

The Purpose of this MOU is to delineate the responsibilities and procedures for the participation in and deployment of the MTF outlined in the various sections of MS Code 33-15.

3. Scope

The provisions of this MOU apply only to Task Force activities performed at the request of the MOHS, provided at the option of the Participating Agency, and in conjunction with, or in preparation of, a declaration from the Governor of Mississippi for a disaster or emergency and upon activation of the Mississippi Task Force (MTF).

4. Definitions

- A. Activation: the process of mobilizing specific Task Forces to deploy to a designated disaster site. If the Task Force responds to such a mobilization request, the Task Force is to arrive with all equipment and personal gear to the predetermined deployment site and be at the disaster site within six hours of the activation notice.
- B. Alert: the process of informing the Task Force that an event has occurred and the Task Force might be activated at some point within a 24 hour time frame.
- C. Incident Commander: the individual in-charge for coordinating relief activities within the disaster site; under normal circumstances this individual will be an emergency manager from the local community responsible for incident activities including the development and implementation of strategic decisions and for approving allocation of resources.
- D. Participating Responder: a credentialed emergency responder on the active Task Force roster providing support to a Task Force under the authority of a Participating Agency.
- E. Participating Agency: an agency that is providing sanctioning authority for their employees to be members of the Mississippi Task Forces.

- F. Task Force: an integrated collection of personnel and equipment meeting standardized capability criteria for addressing the special needs of Urban Search and Rescue operations.
- G. Task Force Leader: an individual responsible for team training, equipment allocation, mobilization, and tactical direction of the Task Force.
- H. Urban Search and Rescue (US&R): specialized tactics, personnel, and equipment suited to the unique lifesaving problems presented in emergency rescue operations.

5. Responsibilities

- A. MOHS shall be responsible for:
 - 1. Coordination between the MTF, sponsoring agencies, MEMA, the State Fire Academy, and other relevant governmental and private parties.
 - 2. Limited funding and technical support for equipment and training.
 - 3. Coordinating the replacement and /or rehabilitation of damaged or destroyed equipment used in the course of the operations of Task Force related activities.
 - 4. Provide training to Task Force members as funding becomes available through FEMA, State, and Local jurisdictions. Training should be continuous with the objectives of enhancing skills as needed to maintain qualifications for particular positions on the Task Force.
- B. The Participating Agency shall be responsible for:
 - 1. Providing participating personnel and equipment for US&R related activities as agreed upon with MOHS and or the Task Force Leadership.
 - 2. Support the recruiting of necessary positions of the MTF to the best of their ability according to the guidelines prescribed in the MTF Manual.
 - 3. Support training of personnel as related to the MTF operations.
 - 4. In the event of any activation of the MTF, the participating agency will retain the responsibility for salaries and medical coverage for participating members employed by said agency.
 - 5. Participating Agency will provide worker compensation benefits to participating members employed by said Agency during any training and/or activates approved the MOHS.
 - 6. Ensuring all equipment that was purchased with MOHS funds have proper storage, service, and is in a state of readiness for deployment.

6. Procedures

A. Activation

1. Upon request from the Governor of Mississippi for disaster assistance, and/or determination by MEMA, FEMA, or any other agency requesting the MTF the pre-positioning of Task Forces is prudent, MEMA, FEMA, or any other agency requesting the MTF shall request the activation of forces necessary to respond to the emergency or disaster situation.
2. Activation notices shall be communicated by MEMA, FEMA, or any other agency requesting the MTF through the appropriate channels.

B. Mobilization, Deployment, and redeployment

1. The Task Force Leader with support from the local Sponsoring Agency shall notify members of the MTF activation.
2. The Task Force Leader will provide a time and rendezvous location, equipment needed, and description of activation to the local Sponsoring Agency.
3. Upon arriving at the deployment area MOHS will provide logistical support such as food and housing.

C. Command and Control

1. MOHS has overall command and control of the Task Forces.
2. Tactical employment of the MTF may be passed from MOHS to the local or on-site incident Commander within a disaster area.

7. Financial Agreements

- A. Task Force members shall be compensated in accordance with pay schedules and policies set forth by the participating agency as determined prior to implementation of this agreement. All reimbursements will follow SMAC/EMAC guidelines.
- B. Task Force members shall be reimbursed for travel and per diem costs in accordance with their participating agencies travel policy.
- C. Personnel shall receive their normal pay for their scheduled work days, and overtime pay for any working hours defined in the Incident Action Plan.
- D. Rehabilitation or replacement costs of operational equipment may be reimbursed if the piece of equipment was used at a SMAC, EMAC, or MTF sanctioned training exercise, as authorized by MEMA, FEMA, or any other agency requesting the MTF.
- E. No Task Force or any Task Force member shall be reimbursed for costs incurred by activation outside the scope of this agreement.
- F. The participating agency is responsible for following in-state and EMAC guidelines for all reimbursement requests. Each sponsoring agency will be responsible for completing and submitting their own reimbursement packet to the agency issuing the reimbursements.

8. Reporting Requirements

- A. The participating Agency will submit in writing to the Task Force Leaders all personnel changes as they relate to the composition of the Task Force. This includes information of personnel training and qualification upgrades. The qualifications list will be submitted as new members are admitted to positions on the Task Force during the annual sign up.
- B. Verification of Task Force member credentials, as they relate to the criteria outlined in the MTF manual, will be submitted on an annual basis and at other times as requested by MOHS.

9. Conditions, Amendments, and Termination

- A. This Memorandum may be modified or amended only with written agreement of all parties and all amendments will be attached to this agreement. The memorandum may be terminated by any party upon 30 days written notice.
- B. In the event an agency withdraws from the MTF **ALL** equipment purchased with MOHS Funding for MTF shall be moved to another participating agency at the discretion of the MOHS State SAR Coordinator.

10. Liability

- A. For the purposes of worker's compensation and long-term disability, Task Force members who perform disaster relief functions in connection with this MTF program will be considered performing within the scope of their employment with the participating agency, and as such, subject to the State or local worker's compensation laws.



Derek C. McCoy

Fire Chief

04/25/2023

Director or Chief of
Participating Agency

Title

Date

MOHS State SAR Coordinator

Title

Date



Kenny Holloway | Mayor
Bobby Cox | Alderman at Large
Jennifer Burgess | Alderman Ward 1
Rickey Authement | Alderman Ward 2

Kevin Wade | Alderman Ward 3
Ken Papania | Alderman Ward 4
Robert Blackman | Alderman Ward 5
Michael Impey, II | Alderman Ward 6



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MEMORANDUM

To: Mayor & Board of Alderman
From: Derek McCoy, Fire Chief
Re: Authorize the use of a city vehicle out of state for travel purposes
Section: CONSENT AGENDA
Meeting Date: May 2, 2023

Requesting permission to take a city vehicle out of state to the New Orleans airport for travel to the Fire Chief's Association meeting in Washington DC.

Thank you for your favorable consideration.
DM



Kenny Holloway Mayor
Bobby Cox Alderman at Large
Jennifer Burgess Alderman Ward 1
Rickey Authement Alderman Ward 2

Kevin Wade Alderman Ward 3
Ken Papania Alderman Ward 4
Robert Blackman Alderman Ward 5
Michael Impey, II Alderman Ward 6



228.875.4236

www.oceansprings-ms.gov

TO: Honorable Mayor and Board of Aldermen
FROM: Mark Dunston, Chief of Police
DATE: April 12, 2023
RE: Officer Resignation

Please accept the attached resignation from Officer Adam Frazier, effective June 4, 2023.

I respectfully request to start the process to fill this position.

Thank you.

Attachment

ca

Charlene Anderson

From: Adam Frazier
Sent: Wednesday, April 12, 2023 8:22 AM
To: Charlene Anderson; Marshall Riff
Subject: Last day

Good morning, I have talked with Lt. Riff and advised him of my current circumstances involving my last day. My last day has changed to 06/04/2023. Thank you.



Kenny Holloway Mayor
Bobby Cox Alderman at Large
Jennifer Burgess Alderman Ward 1
Rickey Authement Alderman Ward 2

Kevin Wade Alderman Ward 3
Ken Papania Alderman Ward 4
Robert Blackman Alderman Ward 5
Michael Impey, II Alderman Ward 6



228.875.4236

www.oceansprings-ms.gov

TO: Honorable Mayor and Board of Aldermen
FROM: Mark Dunston, Chief of Police
DATE: April 19, 2023
RE: Probation Completed

Patrolman Tam Nguyen has successfully completed his one-year new hire probationary period. Please approve his removal from probationary status and entry into regular civil-service-covered employment effective April 18, 2023.

Thank you.

ca



Kenny Holloway | Mayor
Bobby Cox | Alderman at Large
Jennifer Burgess | Alderman Ward 1
Rickey Authement | Alderman Ward 2

Kevin Wade | Alderman Ward 3
Ken Papania | Alderman Ward 4
Robert Blackman | Alderman Ward 5
Michael Impey, II | Alderman Ward 6



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MEMORANDUM

To: Mayor & Board of Alderman

From: Patty Gaston, City Clerk

Re: Authorize removal of Administrative/Purchasing Assistant Kendall Goller from probationary status to full time status effective immediately

Section: CONSENT AGENDA

Meeting Date: May 2, 2023

Administrative/Purchasing Assistant Kendall Goller has completed her twelve-month probation; therefore I recommend that she be placed on full-time status effective immediately.

Thank you for your favorable consideration.
PG



Kenny Holloway | Mayor
Bobby Cox | Alderman at Large
Jennifer Burgess | Alderman Ward 1
Rickey Authement | Alderman Ward 2

Kevin Wade | Alderman Ward 3
Ken Papania | Alderman Ward 4
Robert Blackman | Alderman Ward 5
Michael Impey, II | Alderman Ward 6



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MEMORANDUM

To: Mayor & Board of Alderman

From: Stephen Glorioso, Director of Parks & Recreation

Re: Accept resignation of Parks Maintenance Laborer Harry Sartin, effective April 17, 2023; authorize to begin the process of filling the vacant position

Section: CONSENT AGENDA

Meeting Date: May 2, 2023

Please accept the attached resignation of Parks Maintenance Laborer Harry Sartin, effective April 17, 2023.

I respectfully request authorization to begin the process of filling the vacant position.

From: Jr Sartin <harryjsar21@gmail.com>
Sent: Tuesday, April 18, 2023 8:35 AM
To: Stephen Glorioso <SGlorioso@oceansprings-ms.gov>
Subject:

4/17/2023

This is my resignation letter of my duties at the city of ocean springs



P.O. Box 1800
Ocean Springs, MS 39564
39566-1800

1018 Porter Avenue
Ocean Springs, MS 39564
FX 228.875.7249

Kenny Holloway
Mayor
228.875.6722

Bobby Cox
Alderman at Large

Jennifer Burgess
Alderman Ward 1

Rickey Authement
Alderman Ward 2

Kevin Wade
Alderman Ward 3

Ken Papania
Alderman Ward 4

Robert Blackman
Alderman Ward 5

Michael (Mike) Impey, II
Alderman Ward 6

City Hall
228.875.4236

Police Department
228.875.2211

Fire Department
228.875.4063

Public Works
228.875.3955

Water Department
228.875.4176

Community Development
and Planning
228.875.4415

Building Department
228.875.6712

Human Resources
and Risk Management
228.872.3338

Parks and Recreation
228.875.8665



City of Ocean Springs

TO: Mayor and Board of Aldermen
RE: Sewer Department Laborer
DATE: April 24, 2023

Hayden Taylor has turned in his resignation effective May 3, 2023. I would ask that the Board would accept this resignation and allow me to advertise for the above referenced opening.

Should you have any questions, please contact the undersigned.

Respectfully,

Allan Ladnier
Public Assistant Director

4/24/23

Ocean Springs Public Works

Dear Alan Ladnier

I am writing this letter to inform you that I am resigning from my position as Sewer Department laborer with OSPW, effective 2 weeks from today's date of 4/24/23.

I appreciate the opportunities and experiences, but I have decided to accept a job with another company. My last day will be 5/2/23.

Sincerely,



Hayden Taylor

MEMORANDUM

To: Mayor & Board of Alderman

From: Carolyn Martin, Planning & Grants Admin
Sarah Harris, Project Manager

Re: R-109-282-07-KCR – Parktown Area Improvements – Phase II, Authorization to Execute Closeout Documents with Coastal Development and Construction

Section: CONSENT AGENDA

Meeting Date: May 2, 2023

As part of the August 16, 2022 Recess Board Meeting, this project was awarded to Coastal Development and Construction and the contract was approved as part of the September 20, 2022 agenda with a no-cost time extension approved on January 3, 2023. The total amount of the project is \$619,150.00.

The project is complete and the attached Closeout Documents have been submitted for acceptance:

- Substantial Completion Certificate
- Final Payment Application and Certificate Signature Page
- Payment Application No. 7 & Final (*included on the docket for this agenda*)
- Contract Completion Certificate
- Recommendation for Final Acceptance of Contract
- Final Completion Inspection Report
- Final Waiver of Lien
- Consent of Surety to Final Payment
- Changer Order No.2 (Summary Change Order)
- Coastal Development and Construction's Guarantee Letter

I respectfully request authorization to execute the attached documents as presented to closeout the contract with Coastal Development and Construction for Parktown Area Improvements – Phase II.



April 21, 2023

Ms. Carolyn A. Martin, Planning and Grants Administrator
City of Ocean Springs
1018 Porter Avenue
Ocean Springs, MS 39564

Re: Parktown Area Drainage Improvements (Ph. 2) RE-BID
Closeout Documents
(C.E. Job No: 219-022B)

Dear Ms. Martin:

Please find enclosed the following **three (3) originals** of the Closeout Documents for the above referenced project:

1. Substantial Completion Certificate
2. Final Payment Application and Certificate Signature Page
3. Payment Application No. 7 & Final
4. Contract Completion Certificate
5. Recommendation for Final Acceptance of Contract
6. Final Completion Inspection Report
7. Final Waiver of Lien
8. Consent of Surety to Final Payment
9. Change Order No. 2 (Summary Change Order)
10. Coastal Development and Construction's Guarantee Letter

Once approved and signed, please return **two (2) originals** of the above referenced Closeout Documents to our office for further handling.

If you have any questions, please advise.

Sincerely,

Neel-Schaffer, Inc.

A handwritten signature in blue ink, appearing to read 'W. Andrew Douglass', is written over the company name.

W. Andrew Douglass, P.E.
Project Engineer

Enclosures

pc: Sarah Harris, City of Ocean Springs
Coastal Development and Construction



SUBSTANTIAL COMPLETION CERTIFICATE

Dated: April 19, 2023

Project: Parktown Area Drainage Improvements (Ph. 2) RE-BID	Owner: City of Ocean Springs	Contract No.: N/A
Contract: Parktown Area Drainage Improvements (Ph. 2) RE-BID		Date of Contract: September 12, 2022
Contractor: Coastal Development and Construction		Engineer's Project No.: 219-022B (RE-BID)
Contractor's Address: 2010 Old Mobile Highway Pascagoula, MS 39567		

This definitive Certificate of Substantial Completion applies to:

☒ All Work under the Contract Documents:

☐ The following specified portions:

April 3, 2023

Date of Substantial Completion

The Work to which this Certificate applies has been inspected by authorized representatives of Owner, Contractor and Engineer, and found to be substantially complete. The Date of Substantial Completion of the Project or portion thereof designated above is hereby declared and is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below.

A definitive list of items to be completed or corrected, is attached hereto. This list may not be all-inclusive, and the failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

The responsibilities between OWNER and CONTRACTOR for security, operation, safety, maintenance, heat, utilities, insurance and warranties shall be as provided in the Contract Documents except as amended as follows:

☐ Amended Responsibilities

☒ Not Amended

Owner's Amended Responsibilities:

N/A

Contractor's Amended Responsibilities:

N/A

The following documents are attached to and made part of this Certificate:

List of Items to be Completed or Corrected, Responsibilities Pending Final Completion, Warranties and Guarantees

This Certificate does not constitute an acceptance of Work not in accordance with the Contract Documents nor is it a release of Contractor's obligation to complete the Work in accordance with the Contract Documents.

Executed by Engineer

Date

Accepted by Contractor

Date

Accepted by Owner

Date

LIST OF ITEMS TO BE COMPLETED OR CORRECTED

The following list of items needs to be completed or corrected for the Parktown Area Drainage Improvements (Ph. 2) RE-BID resulting from an inspection by the City of Ocean Springs, the Contractor, and the Engineer on April 3, 2023. The failure to include any items on this list does not alter the Contractor's responsibility to complete all work in accordance with the contract documents.

1. Site Inspection and Operation Procedures:

The work performed under this contract was inspected by Sarah Harris for City of Ocean Springs, Tim Miles for Coastal Development and Construction and Joey Duggan and Andy Douglass for CE Group, Inc. (Project Engineer).

2. Items of work to completed or corrected:

Crestlawn Ditch:

- a. Stabilize east end of ditch bank near pipe. Provide riprap/erosion control mats to stabilize.
- b. Address washouts along ditch bank (approximately 3 locations). Stabilize with erosion control mat and tie down slope with riprap. Grass beneath mats prior to placement.
- c. Provide riprap to stabilize eroding banks near Sta. 12+50.00 (north of baby cemetery). Place beneath eroded areas.
- d. Monitor grassing to ensure stabilization. Grass any disturbed areas.

All Ditches:

- e. Provide as-built drawings and post-construction video.

RESPONSIBILITIES PENDING FINAL COMPLETION

The City of Ocean Springs will assume normal maintenance of the Project subject to the Contractor's responsibility to provide warranties and guaranties as set forth in the Contract Documents.

WARRANTIES AND GUARANTIES

GENERAL CONDITIONS

6.19 *Contractor's General Warranty and Guarantee p. 00700-23*

A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer and its Related Entities shall be entitled to rely on representation of Contractor's warranty and guarantee.

B. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:

1. abuse, modification, or improper maintenance or operation by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible; or
2. normal wear and tear under normal usage.

C. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents or a release of Contractor's obligation to perform the Work in accordance with the Contract Documents:

1. observations by Engineer;
2. recommendation by Engineer or payment by Owner of any progress or final payment;
3. the issuance of a certificate of Substantial Completion by Engineer or any payment related thereto by Owner;
4. use or occupancy of the Work or any part thereof by Owner;
5. any review and approval of a Shop Drawing or Sample submittal or the issuance of a notice of acceptability by Engineer;
6. any inspection, test, or approval by others; or
7. any correction of defective Work by Owner.

14.03 *CONTRACTOR's Warranty of Title: p. 00700-36*

A. Contractor warrants and guarantees that title to all Work, materials, and equipment covered by any Application for Payment, whether incorporated in the Project or not, will pass to Owner no later than the time of payment free and clear of all Liens.

FINAL PAYMENT APPLICATION AND CERTIFICATE SIGNATURE PAGE

Dated: April 19, 2023

Project: Parktown Area Drainage Improvements (Ph. 2) RE-BID	Owner: City of Ocean Springs	Funding Agent Contract No.: N/A
Contract: Parktown Area Drainage Improvements (Ph. 2) RE-BID		Engineer's Project No.: 219-022B (RE-BID)
Contractor: Coastal Development and Construction		
Contractor's Address: (send Certified Mail, Return Receipt Requested) 2010 Old Mobile Highway Pascagoula, MS 39567		

I hereby acknowledge that this contract has been completed in substantial compliance with the items of the Agreement, Specifications and Plans. I, therefore, recommend acceptance of the work and processing of this final estimate as showing the total amount of money due to the Contractor in compliance with the terms of the Contract.

CE Group, Inc., Engineer

City of Ocean Springs, Owner

By: [Signature]
Authorized Signature
Title: Project Engineer
Date: 4/24/23

By: _____
Authorized Signature
Title: _____
Date: _____

With the acceptance of this final payment, we, the Contractor, release the Owner and the Engineer and their Agents, from all claims and all liability to us, the Contractor, for all things done or furnished in connection with the Work, and every act of the Owner and others relating to, or arising, out of the Work.

Coastal Development and Construction, Contractor

By: [Signature]
Authorized Signature
Title: Sec-Treas / Office Manager
Date: 4/26/23

CONTRACT COMPLETION CERTIFICATE

Dated: April 19, 2023

Project: Parktown Area Drainage Improvements (Ph. 2) RE-BID	Owner: City of Ocean Springs	Funding Agent Contract No.: N/A
Contract: Parktown Area Drainage Improvements (Ph. 2) RE-BID		Engineer's Project No.: 219-022B (RE-BID)
Contractor: Coastal Development and Construction		
Contractor's Address: (send Certified Mail, Return Receipt Requested) 2010 Old Mobile Highway Pascagoula, MS 39567		

Date Contract Executed: September 12, 2022	Type of Work: Regrading and riprap lining of three (3) existing drainage ditches located in the Parktown area of Ocean Springs, MS.
Date of Notice to Proceed: September 19, 2022	

This is to acknowledge that the work covered by the above described contract was completed by the contractor in accordance with final plans and specifications in a satisfactory manner and accepted by the City of Ocean Springs on the following date:

Date of Contract Completion:	April 3, 2023
------------------------------	---------------

Remarks:

I acknowledge that the above listed project was essentially completed as programmed and in accordance with the procedures and standards contained in the Contract Documents.

City of Ocean Springs, Owner

By: _____
Authorized Signature

Title: _____

Date: _____

ONE YEAR INSPECTION

Approximately thirty days prior to April 3, 2024, the one-year anniversary of the date of Substantial Completion, the Design Professional, the Owner, and the Contractor shall conduct an inspection of the Project to determine any correction of the Work which may be required at that time.

RECOMMENDATION FOR FINAL ACCEPTANCE OF CONTRACT

Dated: April 19, 2023

Project: Parktown Area Drainage Improvements (Ph. 2) RE-BID	Owner: City of Ocean Springs	Funding Agent Contract No.: N/A
Contract: Parktown Area Drainage Improvements (Ph. 2) RE-BID		Engineer's Project No.: 219-022B (RE-BID)
Contractor: Coastal Development and Construction		
Contractor's Address: (send Certified Mail, Return Receipt Requested) 2010 Old Mobile Highway Pascagoula, MS 39567		

The following persons were present during the inspection:

Architect/Engineer: Joey Duggan and Andy Douglass
Owner: Sarah Harris
Contractor: Tim Miles
Economic Development Representative: N/A
Other: N/A

RECITAL: The work performed under this contract was inspected on April 3, 2023 for the purpose of determining acceptability of construction. The Date of Acceptance is hereby established as April 3, 2023.

Definition of the term "Date of Acceptance": The "Date of Acceptance" is the date which the Owner may occupy and/or use the facility for the purpose for which it is intended in accordance with the contract documents and all work for the facility has been completed with the exception of minor cleanup and minor corrective action as shown in the Architect/Engineer's list made during the final inspection.

CE Group, Inc., Engineer

By: [Signature]
Authorized Signature
Title: Project Engineer
Date: 4/24/23

The Contractor agrees that the Date of Acceptance is also the date of commencement of all warranties required by the contract documents and that he/she, the Contractor, has released all liens on the project, including material men and mechanics liens or others filed by the Contractor. The Contractor will complete the work on the Architect/Engineer's list of minor cleanup and corrective work within one (1) day of the Date of Acceptance:

Coastal Development and Construction, Contractor
By: [Signature]
Authorized Signature
Title: Vice Pres / Proj. manager
Date: 4/20/23

The Owner accepts the work as complete and will assume full possession thereof on April 3, 2023.

City of Ocean Springs, Owner

By: _____
Authorized Signature
Title: _____
Date: _____

FINAL COMPLETION INSPECTION REPORT

Dated: April 19, 2023

Project: Parktown Area Drainage Improvements (Ph. 2) RE-BID	Owner: City of Ocean Springs	Funding Agent Contract No.: N/A
Contract: Parktown Area Drainage Improvements (Ph. 2) RE-BID		Date of Contract: September 12, 2022
Contractor: Coastal Development and Construction		Engineer's Project No.: 219-022B (RE-BID)

The work performed under this Contract has been inspected for Final Completion by the Engineer, Owner, and Contractor. All the work was found to be complete in accordance with the intent of the Contract Documents at the time of inspection with the exception of the list of items below. The project is recommended for final completion.

Items to be completed:

Crestlawn Ditch:

- Stabilize east end of ditch bank near pipe. Provide riprap/erosion control mats to stabilize.
- Address washouts along ditch bank (approximately 3 locations). Stabilize with erosion control mat and tie down slope with riprap. Grass beneath mats prior to placement.
- Provide riprap to stabilize eroding banks near Sta. 12+50.00 (north of baby cemetery). Place beneath eroded areas.
- Monitor grassing to ensure stabilization. Grass any disturbed areas.

All Ditches:

- Provide as-built drawings and post-construction video.



Executed by Engineer

4/24/23

Date



Executed by Contractor

4/20/23

Date

FINAL WAIVER OF LIEN

Dated: April 19, 2023

Project: Parktown Area Drainage Improvements (Ph. 2) RE-BID	Owner: City of Ocean Springs	Funding Agent Contract No.: N/A
Contract: Parktown Area Drainage Improvements (Ph. 2) RE-BID		Engineer's Project No.: 219-022B (RE-BID)
Contractor: Coastal Development and Construction		
Contractor's Address: (send Certified Mail, Return Receipt Requested) 2010 Old Mobile Highway Pascagoula, MS 39567		

FOR VALUE RECEIVED, we hereby waive all rights and claims for lien on land and structures about to be erected, being erected, erected, altered, and to the appurtenances thereunto for the above referenced Project.

By Coastal Development and Construction, Contractor

same being located in **JACKSON COUNTY, MISSISSIPPI**, for all labor performed and for all material furnished for the erecting, construction, alteration or repair of said structures and appurtenances.

Coastal Development and Construction, Contractor
By: Jachee Gimes
Authorized Signature
Title: Managing member
Date: 4/20/23

CONTRACTOR'S AFFIDAVIT

We hereby affirm that we have complied fully with the provisions and requirements of the Mississippi Statutes relative to the wage rate determination covering this project and that we have received evidence of compliance from each of our agents and subcontractors.

Coastal Development and Construction, Contractor
By: Jachee Gimes
Authorized Signature
Title: Managing member
Date: 4/20/23

CONTRACTOR'S CERTIFICATION OF PAYMENT

We, Coastal Development and Construction, (Contractor) do hereby certify that payments for all material and labor on Parktown Area Drainage Improvements (Ph. 2) RE-BID (Project), for City of Ocean Springs (Owner), have been made in full and that there are no outstanding bills for labor or material on the project.

Coastal Development and Construction, Contractor
By: Jachee Gimes
Authorized Signature
Title: Managing member
Date: 4/20/23

CONSENT OF SURETY TO FINAL PAYMENT

Bond No. 7313944

Dated: April 19, 2023

Project: Parktown Area Drainage Improvements (Ph. 2) RE-BID	Owner: City of Ocean Springs	Funding Agent Contract No.: N/A
Contract: Parktown Area Drainage Improvements (Ph. 2) RE-BID		Engineer's Project No.: 219-022B (RE-BID)
Contractor: Coastal Development and Construction		
Contractor's Address: (send Certified Mail, Return Receipt Requested) 2010 Old Mobile Highway Pascagoula, MS 39567		

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the (insert name and address of Surety Company)

Old Republic Surety Company
P. O. Box 1635
Milwaukee, WI 53201

, SURETY COMPANY,

on bond of (insert name and address of Contractor)

Coastal Development & Construction, LLC
2010 Old Mobile Highway
Pascagoula, MS 39567

, CONTRACTOR,

hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve the Surety Company of any of its obligations to

City of Ocean Springs
1018 Porter Avenue
Ocean Springs, MS 39564

as set forth in the said Surety Company's bond.

IN WITNESS WHEREOF, the Surety Company has hereunto set its hand this 19th day of April, 2023.

Old Republic Surety Company

Name of Surety

By: Kathleen B. Scarborough
Authorized Signature

Title: Kathleen B. Scarborough, Attorney-In-Fact,
MS Resident Agent

Attest:
(Seal)

Andrea Landry



NOTE: This form is to be used as a companion document to Final Waiver of Lien.



OLD REPUBLIC SURETY COMPANY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint: TROY WAGENER, JIM E. BRASHIER, TEB JONES, DAVID FORTENBERRY, MARY NORVAL, KIM BARHUM, F. ROSS BELL, KATHLEEN B. SCARBOROUGH, DEWEY B. MASON, SUSAN M. SKRMETTA, JOSEPH R. BEATTIE, LISA R. BUTLER, PATRICK T. MASON, CHRIS BOONE, SHARON TUTEN, CHARLOTTE A. RAMSEY, LESSIE R. ANDERSON, DEBBIE DUNAWAY, JAMES ELEY BRASHIER, TENORA POSEY of GULFPORT, MS

its true and lawful Attorney(s)-in-Fact, with full power and authority for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, (other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, or black lung bonds), as follows:

ALL WRITTEN INSTRUMENTS

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18, 1982.

RESOLVED that, the president, any vice-president or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company

- (i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or
- (ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or
- (iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

RESOLVED FURTHER that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 24th day of February, 2023.

Karen J. Haffner
Assistant Secretary



OLD REPUBLIC SURETY COMPANY

Alan Pavlic
President

STATE OF WISCONSIN, COUNTY OF WAUKESHA - SS

On this 24th day of February, 2023, personally came before me, Alan Pavlic and Karen J. Haffner, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say: that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.



Kathryn R. Pearson
Notary Public

My Commission Expires: September 28, 2026

(Expiration of notary's commission does not invalidate this instrument)

CERTIFICATE

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

87-0829



Signed and sealed at the City of Brookfield, WI this 19th day of April, 2023

Karen J. Haffner
Assistant Secretary

ORSC 22262 (3-06)

SECTION 00943-02
CHANGE ORDER NO. 2
(SUMMARY CHANGE ORDER)

Date of Issuance: April 19, 2023

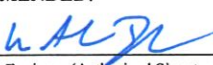
Effective Date: _____

Project: Parktown Area Drainage Improvements (Ph. 2) RE-BID	Owner: City of Ocean Springs	Funding Agent's Contract No.: N/A
Contract: Parktown Area Drainage Improvements (Ph. 2) RE-BID		Date of Contract: September 12, 2022
Contractor: Coastal Development and Construction		Engineer's Project No.: 219-022B (RE-BID)
2010 Old Mobile Highway		
Pascagoula, MS 39567		

The Contract Documents are modified as follows upon execution of this Change Order:

Description: This Change Order adjusts final quantities for the Project.Attachments: Attachment No. 1 to Change Order No. 2 (Summary Change Order).

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price:	Original Contract Times: ☐ Working days ☒ Calendar days
\$619,150.00	Substantial completion (date): <u>December 18, 2022 (90 days)</u>
	Ready for final payment (date): <u>January 17, 2023 (120 days)</u>
Contract Price prior to this Change Order:	Contract Times prior to this Change Order:
\$619,150.00	Substantial completion (date): <u>January 27, 2023 (130 days)</u>
	Ready for final payment (date): <u>February 26, 2023 (160 days)</u>
Decrease as of this Change Order:	Change of this Change Order:
(\$149,402.64)	Substantial completion (days): <u>66 days</u>
	Ready for final payment (days): <u>36 days</u>
Contract Price incorporating this Change Order:	Contract Times with all approved Change Orders:
\$469,747.36	Substantial completion (date): <u>April 3, 2023 (196 days)</u>
	Ready for final payment (date): <u>April 3, 2023 (196 days)</u>

RECOMMENDED:	ACCEPTED:	ACCEPTED:
By: <u></u>	By: _____	By: <u></u>
Engineer (Authorized Signature)	Owner (Authorized Signature)	Contractor (Authorized Signature)
Date: <u>4/24/23</u>	Date: _____	Date: <u>4/20/23</u>

This Change Order (CO) constitutes full and mutual accord and satisfaction for all time and costs related to this change. By acceptance of this CO, the contractor hereby agrees that the modification is an equitable adjustment to the contract, and waives all right to file any future claims arising out of this change.

APPROVED BY FUNDING AGENCY: _____ Date: _____

To be effective, this CO must be approved by the Funding Agency if it changes the scope or objective of the PROJECT, or as may otherwise be required by the SUPPLEMENTARY GENERAL CONDITIONS.

COMPTON ENGINEERING, INC.
 219-022B

CHANGE ORDER NO. 2 (SUMMARY CHANGE ORDER)
 00943-02-1

**ATTACHMENT NO. 1 TO CHANGE ORDER NO. 2
(SUMMARY CHANGE ORDER)**

Rev - 0

Item #	Description	Units	Unit Price	Change Order No. 1		Change Order No. 2 (SCO)		Difference in Quantities	Total
				Quantity	Ext. Total	Quantity	Amount		
BID SCHEDULE NO. 1 - HIGHWAY 90 DITCH									
1	Mobilization/Demobilization	LS	\$8,000.00	1.00	\$8,000.00	1.00	\$8,000.00	0%	\$0.00
2	Erosion and Sediment Control	LS	\$4,000.00	1.00	\$4,000.00	1.00	\$4,000.00	0%	\$0.00
3	Clearing and Grubbing	AC	\$12,000.00	1.25	\$15,000.00	1.25	\$15,000.00	0%	\$0.00
4	Site Excavation and Removal from Site	CY	\$14.00	500.00	\$7,000.00	0.00	\$0.00	-100%	(\$7,000.00)
5	Import Fill Material	CY	\$22.00	150.00	\$3,300.00	0.00	\$0.00	-100%	(\$3,300.00)
6	Geotextile Fabric	SY	\$6.00	2,600.00	\$15,600.00	2,242.21	\$13,453.26	-14%	(\$2,146.74)
7	100# Rip-Rap (12" Thickness)	SY	\$48.00	2,600.00	\$124,800.00	2,236.21	\$107,338.08	-14%	(\$17,461.92)
8	Apply Grout to RipRap	SY	\$33.50	2,600.00	\$87,100.00	106.66	\$3,573.11	-96%	(\$83,526.89)
9	Hydroseed	SY	\$2.50	1,750.00	\$4,375.00	1,750.00	\$4,375.00	0%	\$0.00
TOTAL BID SCHEDULE NO. 1:					\$269,175.00		\$155,739.45		(\$113,435.55)

BID SCHEDULE NO. 2 - CRESTLAWN DITCH									
1	Mobilization/Demobilization	LS	\$8,000.00	1.00	\$8,000.00	1.00	\$8,000.00	0%	\$0.00
2	Erosion and Sediment Control	LS	\$4,000.00	1.00	\$4,000.00	1.00	\$4,000.00	0%	\$0.00
3	Clearing and Grubbing	AC	\$12,000.00	1.10	\$13,200.00	1.10	\$13,200.00	0%	\$0.00
4	Site Excavation and Removal from Site	CY	\$14.00	300.00	\$4,200.00	300.00	\$4,200.00	0%	\$0.00
5	Import Fill Material	CY	\$22.00	200.00	\$4,400.00	0.00	\$0.00	-100%	(\$4,400.00)
6	Geotextile Fabric	SY	\$6.00	1,275.00	\$7,650.00	2,223.78	\$13,342.68	74%	\$5,692.68
7	100# Rip-Rap (12" Thickness)	SY	\$48.00	1,275.00	\$61,200.00	2,237.81	\$107,414.88	76%	\$46,214.88
8	Apply Grout to RipRap	SY	\$38.00	1,275.00	\$48,450.00	0.00	\$0.00	-100%	(\$48,450.00)
9	Hydroseed	SY	\$2.50	2,300.00	\$5,750.00	2,300.00	\$5,750.00	0%	\$0.00
TOTAL BID SCHEDULE NO. 2:					\$156,850.00		\$155,907.56		(\$942.44)

BID SCHEDULE NO. 3 - GROVELAND DITCH									
1	Mobilization/Demobilization	LS	\$8,000.00	1.00	\$8,000.00	1.00	\$8,000.00	0%	\$0.00
2	Erosion and Sediment Control	LS	\$4,000.00	1.00	\$4,000.00	1.00	\$4,000.00	0%	\$0.00
3	Clearing and Grubbing	AC	\$12,000.00	1.50	\$18,000.00	1.50	\$18,000.00	0%	\$0.00
4	Site Excavation and Removal from Site	CY	\$14.00	300.00	\$4,200.00	5.00	\$70.00	-98%	(\$4,130.00)
5	Import Fill Material	CY	\$22.00	150.00	\$3,300.00	0.00	\$0.00	-100%	(\$3,300.00)
6	Geotextile Fabric	SY	\$6.00	1,625.00	\$9,750.00	2,349.40	\$14,096.40	45%	\$4,346.40
7	100# Rip-Rap (12" Thickness)	SY	\$48.00	1,625.00	\$78,000.00	2,349.40	\$112,771.20	45%	\$34,771.20
8	Apply Grout to RipRap	SY	\$37.00	1,625.00	\$60,125.00	0.00	\$0.00	-100%	(\$60,125.00)
9	Hydroseed	SY	\$2.50	3,100.00	\$7,750.00	465.10	\$1,162.75	-85%	(\$6,587.25)
TOTAL BID SCHEDULE NO. 3:					\$193,125.00		\$158,100.35		(\$35,024.65)

TOTAL BID SCHEDULE NO. 1 + BID SCHEDULE NO. 2 + BID SCHEDULE NO. 3:					\$619,150.00		\$469,747.36		(\$149,402.64)
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April 19, 2023

CITY OF OCEAN SPRINGS
PO BOX 1800
OCEAN SPRINGS, MS. 39566-1800

PARKTOWN AREA DRAINAGE IMPROVEMENTS (PH 2) RE-BID (219-022B)

We hereby guarantee all Work performed under the Contract for the above captioned Project to be free from all defective materials and workmanship for a period of one (1) year from April 3, 2023, or such longer period of time as may be called for in the Contract Documents for such portions of the Work.


COASTAL DEVELOPMENT & CONSTRUCTION, LLC

MEMORANDUM

To: Mayor & Board of Alderman

From: Carolyn Martin, Planning & Grants Admin

Re: Memorandum of Understanding – MDEQ RESTORE Funds – Front Beach Event Center and Marina – Authorize the Mayor to Execute the MOU Establishing Project Expectations Prior to Sub-Award Agreement

Section: CONSENT AGENDA

Meeting Date: May 2, 2023

The Front Beach & Marina project has been recommended for funding from the RESTORE Act through the MS Department of Environmental Quality (MDEQ). While the RESTORE Council has not yet provided official approval of the project, the MDEQ requires attached MOU to outline the expectations at this phase of the project development.

I respectfully request authorization for the mayor to execute the attached MOU to move the approval process forward for the RESTORE funding on this project.

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (this “Agreement”) is made and entered into by and between the Mississippi Department of Environmental Quality (“MDEQ”) and the City of Ocean Springs (“Committed Party”) (together with MDEQ, the “Parties”).

RECITALS

WHEREAS, the Parties recognize that certain funds provided by the Spill Impact Component of the RESTORE Act are being made available for certain approved projects.

WHEREAS, together with MDEQ, the Committed Party is intending to participate in the development and implementation of the Marina at Front Beach-Fayards Project (the “Project”);

WHEREAS, the Parties recognize the Committed Party’s authority regarding the subject of this Project, and that the Committed Party is to participate in the development and implementation of the Project;

WHEREAS, the Committed Party, is seeking funding for the Project, which may be in the form of a Sub-Award Agreement with MDEQ, which shall require the Committed Party to abide by the terms and conditions of the Sub-Award Agreement for the entire life of the Project. Although not yet approved by the Gulf Coast Ecosystem Restoration Council (“RESTORE Council”), a draft copy of the standard Sub-Award Agreement, that is subject to change, is attached hereto and incorporated herein as Exhibit “A” by reference;

WHEREAS, the Parties recognize that MDEQ cannot guarantee that funding will be made available for the Project because the decision to authorize funding for the Project is made by the RESTORE Council;

WHEREAS, the Committed Party recognizes that, upon MDEQ obtaining approved funding, the Committed Party will not receive the total amount of funds allocated for the Project due to costs associated with the efforts provided by entities other than the Committed Party;

WHEREAS, the Parties recognize that MDEQ must make a substantial expenditure of time, effort, and funds for planning and obtaining approval from the RESTORE Council for the funding of projects like the above-referenced Project;

WHEREAS, the Committed Party recognizes that it is solely responsible for obtaining the approval of its authorized representatives prior to engaging with MDEQ regarding its role in the Project and, specifically, prior to providing MDEQ with estimates, budgetary in nature or otherwise, in relation to this Project.

WHEREAS, because Project funding has not yet been approved by the RESTORE Council, the Committed Party shall not voluntarily discuss the Project with any third-parties until a final decision is made by the RESTORE Council regarding the Project and funding approval, unless otherwise required by law or written approval by MDEQ. Furthermore, neither MDEQ nor the Committed Party shall voluntarily disclose any information and documentation related to the Project to any third-party, unless otherwise provided for herein or required by law;

WHEREAS, for purposes of this Agreement, in the event partial funding is made available and the Project utilizes leveraged funds from another funding source, the Parties recognize the need for communication with that additional funding source to determine if leveraged funding is feasible for the Project and that MDEQ is hereby authorized to produce information and documentation related to the Project for purposes of attempting to obtain additional funding;

WHEREAS, for purposes of this Agreement, MDEQ is hereby authorized to produce information and documentation related to the Project to third-parties responsible for conducting technical review of the Project as required for projects funded by the Spill Impact Component of the RESTORE Act;

WHEREAS, a principal concern of MDEQ is that, upon obtaining approval of funding, the Committed Party will not follow through with performing the Project in accordance with the Sub-Award Agreement for the entire life of the Project;

WHEREAS, to alleviate the concerns raised in the prior paragraph, the Committed Party hereby recognizes that, in the event funds are made available, whether in whole or in part, for this Project, the Committed Party intends to make a good faith effort with MDEQ to enter into a mutually agreeable definitive Sub-Award Agreement authorizing the Committed Party to perform the Project;

WHEREAS, the Parties wish to enter into this Agreement for the purpose of setting forth the basis of their agreement so that MDEQ can seek to obtain approval for the funding, whether in whole or in part, for the Project;

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing and the mutual and dependent covenants and consideration hereinafter set forth, the Parties agree as follows:

1. Term of the Agreement: This Agreement shall be valid indefinitely from the Effective Date, provided however that the Agreement shall automatically terminate upon the Parties entering into a final and binding Sub-Award Agreement governing and funding the Project. This Agreement may also be terminated at any time and at the sole option of either Party upon 30 days written notice to the other Party as provided herein.

2. Funding of the Project. The Parties agree that MDEQ cannot guarantee that funding will be made available for the Project because the decision to authorize funding for the Project is made by the RESTORE Council.
3. Negotiation of Definitive Agreement. Upon development of the Project and upon funding being made available by the RESTORE Council, the Parties agree to make a good-faith effort to enter into a mutually agreeable definitive Sub-Award Agreement authorizing the Committed Party to perform activities related to the Project. The Sub-Award Agreement will include provisions similar to the terms in the attached Exhibit “A.” The Parties understand, acknowledge, and agree that the Sub-Award Agreement will also include other material terms and conditions that will be negotiated by the Parties, as permitted by the RESTORE Council. The finalization of the Sub-Award Agreement is subject to the approval of the RESTORE Council. The Parties agree that they will act in good faith during the negotiations. The Parties understand and agree that this Agreement constitutes only the intent to enter into a final Sub-Award Agreement and is not a Sub-Award Agreement itself.
4. Exclusive Dealing. In consideration of the substantial expenditure of time, effort and funds to be undertaken by MDEQ in connection with the various matters described in this Agreement, the Committed Party agrees not to voluntarily discuss the Project with any third-parties, except for those parties the Committed Party anticipated or intends to utilize or consult with for the exclusive purposes of development and implementation of the Project until a decision is made regarding Project funding approval.
5. Development of Project. The Parties understand and agree that the Committed Party will work with MDEQ to develop the Project.
6. Disclosure of Project Information. The Parties understand and agree that their work may involve information or documentation of either Party, relating to the Project, that has not been disclosed or disseminated beyond the Parties (“Project Information”). The Parties further understand and agree that the voluntary disclosure of this information may cause irreparable harm to the Party to whom the information belongs and that damages would be difficult to calculate. Therefore, the Parties understand and agree that they shall not voluntarily disclose such Project Information to anyone other than the Parties to this Agreement, except for those necessary parties the Committed Party anticipates or intends to utilize or consult with for the exclusive purposes of the development and implementation of the Project; provided, however, (i) in the event partial funding is made available by the RESTORE Council and the Project utilizes leveraged funds from another funding source, the Parties hereto recognize and agree to the need for communication with that additional funding source to determine if leveraged funding is feasible for the Project and that MDEQ is hereby authorized to produce Project Information for purposes of attempting to obtain additional funding; (ii) MDEQ is hereby authorized to produce Project Information to third-parties responsible for conducting technical review of the Project as required for the RESTORE Council-funded projects; and (iii) the Parties are authorized to produce Project Information to comply with the provisions of the Mississippi Public Records Act, Miss. Code Ann. §§ 21-1-61 *et seq.*, the Mississippi Open Meetings Act, Miss. Code Ann. §§ 25-41-1, *et seq.*, or as otherwise

required by the law or a court of competent jurisdiction. The Committed Party agrees that, upon the termination of this Agreement for any reason, the Committed Party shall immediately return any Project Information belonging to MDEQ and shall not retain any copies of that information in any form whatsoever, except to the extent necessary to comply with Committed Party's document retention schedule with the Mississippi Department of Archives and History, as applicable. The Parties understand and agree that this provision shall extend to all representatives of that Party and that each Party shall take reasonable steps to ensure that their representatives abide by the terms of this Agreement, including this provision. The Parties understand and agree that they shall be responsible for the actions of their representatives in violation of this Agreement, including this provision.

The Parties understand and agree that the provisions of this Section are a material inducement for the Parties to enter into this Agreement or any Sub-Award Agreement for the Project. The Parties acknowledge and agree that a breach of this Paragraph through voluntarily disclosure of Project Information to a third party, not otherwise reasonably required by law or allowed by MDEQ's prior written approval, as in good faith determined at MDEQ's sole discretion, shall be independent grounds for MDEQ to: (i) immediately terminate this Agreement upon written notice to the Committed Party; and (ii) disqualify the Committed Party from receiving any award, sub-award, contract or sub-contract relating to the Project and/or any other current or future MDEQ Projects.

7. Committed Party's Sub-recipient(s)/Contractor(s). The Committed Party shall ensure that any of its prospective sub-recipients or contractors for the Project are aware and agree to abide by the applicable terms and conditions of this Agreement, including Section 6 of this Agreement.
8. Relationship of Parties. The Parties agree that nothing in this Agreement shall be deemed to constitute, create, give effect to or otherwise recognize a joint venture, partnership, limited liability company or formal business entity of any kind.
9. General Terms.

a. Notices. In any case where any notice or other communication is required or permitted to be given, such notice or communication shall be in writing and shall be sent to the following address(es) (or such other address(es) as a party may designate from time to time in writing):

If to MDEQ:

Mississippi Department of Environmental Quality
Attn: Melanie Green
515 East Amite Street
Jackson, MS 39201
Phone: (601) 961-5270
[E-mail: mgreen@mdeq.ms.gov](mailto:mgreen@mdeq.ms.gov)

If to Committed Party:

City of Ocean Springs
Attn: Carolyn Martin
1018 Porter Avenue
Ocean Springs, MS 39564
Phone: (228) 230-1969
[Email: cmartin@oceansprings-ms.gov](mailto:cmartin@oceansprings-ms.gov)

b. Counterparts. This Agreement may be executed in any number of counterparts and may be executed by electronic means. All counterparts shall collectively constitute one and the same Agreement.

c. Entire Agreement. The terms and conditions contained in this Agreement constitute the entire agreement among the parties relating to the subject matter hereof and shall supersede all previous agreements and communications between the parties with respect to the subject matter of this Agreement. No party has entered into this Agreement in reliance upon any representation, warranty, covenant, or undertaking of any other party that is not set out or referred to in this Agreement.

d. Amendment. Unless expressly provided otherwise in this Agreement, this Agreement may be varied, amended, or extended only by a written agreement specifically referring to this Agreement and signed by the Parties' duly authorized officers or representatives.

e. Binding on Successors; No Assignment. This Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective successors. The rights conveyed by this agreement may not be assigned to any other party and the Parties agree that they will not assign their rights and/or obligations under this agreement.

f. No Third-Party Beneficiaries. This Agreement is for the sole benefit of the Parties and their respective successors and nothing herein, express or implied, is intended to or shall confer upon any other person any legal or equitable right, benefit or remedy of any nature whatsoever, under or by reason of this Agreement.

g. Governing Law, Jurisdiction and Venue. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Mississippi without giving effect to any choice or conflict of law provision or rule (whether of the State of Mississippi or any other jurisdiction) that would cause the application of Laws of any jurisdiction other than those of the State of Mississippi. Any legal suit, action or proceeding arising out of or related to this Agreement or the matters contemplated hereunder shall be instituted exclusively in the courts of Hinds County, Mississippi.

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

i. Severability. In the event that any provision of this Agreement is held to be illegal, invalid or unenforceable in a final, non-appealable order or judgment (each such provision, an “Invalid Provision”), then such provision shall be severed from this Agreement and shall be inoperative, and the parties promptly shall negotiate in good faith a lawful, valid, and enforceable provision that is as similar to the Invalid Provision as may be possible and that preserves the original intentions of the parties, while the remaining provisions of this Agreement shall remain binding on the parties hereto. Without limiting the generality of the foregoing sentence, in the event a change in any applicable law, rule or regulation makes it unlawful for a party to comply with any of its obligations hereunder, the parties shall negotiate in good faith a modification to such obligation to the extent necessary to comply with such law, rule, or regulation that is as similar in terms to the original obligation as may be possible while preserving the original intentions of the parties to the maximum extent feasible.

j. Effective Date. This Agreement will become effective upon execution by the Executive Director of MDEQ (“Effective Date”).

[signatures on the following page]

**Mississippi Department of Environmental
Quality**

By: _____
Chris Wells
Executive Director

Date: _____

Committed Party

By: _____
Signature of Authorized Representative

Print Name: _____

Title: _____

Date: _____

MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY**STATE OF MISSISSIPPI
COUNTY OF HINDS****MDEQ AGREEMENT NO. [REDACTED]****SUB-AWARD AGREEMENT (Governmental Entities)**

This document is a Sub-Award Agreement (this “Agreement”) between the Mississippi Department of Environmental Quality (“MDEQ”) and [Sub-Recipient Name, UEI Number] (“SUB-RECIPIENT”, and together with MDEQ, the “Parties”, and each, a “Party”) to provide grant funds for the Work specified in Article 4, Scope of Work.

1. Source of Funds

The grant funds provided by this Agreement are made available pursuant to the [“Direct Component”, “Centers of Excellence Research Grants Program”, “Comprehensive Plan Component, or “Spill Impact Component”] of the RESTORE Act, provided through the [U.S. Department of the Treasury (“Treasury”) or Gulf Coast Ecosystem Restoration Council (“RESTORE Council”)] pursuant to Federal Award # [Federal Award Identification Number and CFDA Name and Number] (hereinafter referenced as “Federal Award”), awarded on [Federal Award Date]. This Federal Award is fully incorporated by reference into this Agreement as Attachment “A”, and is an integral part of this Agreement.

2. Project

Under this Agreement, MDEQ agrees to disburse funds to SUB-RECIPIENT in accordance with the terms herein to pay the costs associated with SUB-RECIPIENT’s implementation of the project entitled “[Project Title]” (the “Project”).

3. Purpose

The purpose of this Project is to [General Project Description]. This Project [is/is not] for Research and Development. Further detail of the Project is provided in Attachment “A” of this Agreement.

4. Scope of Work

SUB-RECIPIENT shall perform the tasks as described and identified in [Attachment “A” OR the Workplan, which is incorporated by reference into this Agreement as “B”] (the “Work”).

5. Terms and Conditions

This Agreement and the SUB-RECIPIENT are subject to the terms and conditions of this Agreement, the terms and conditions of the Federal Award, including any Special Award Conditions, a copy of which is attached hereto as Attachment “A”, the Standard Sub-Award Terms

and Conditions, a copy of which is attached hereto as Attachment [“B” or “C”] and fully incorporated herein by reference, [the RESTORE Act Financial Assistance Standard Terms and Conditions and Program-Specific Terms and Conditions under the [[Insert either “Direct Component” or “Centers of Excellence Research Grants Program”] or the Gulf Coast Ecosystem Restoration Council Financial Assistance Standard Terms and Conditions], a copy of which is attached hereto in Attachment [“A” or “C”] and fully incorporated herein by reference, and the RESTORE Act, 33 U.S.C. § 1321(t) *et seq.*, Treasury’s Regulations governing the RESTORE Act, 31 C.F.R. § 34 *et seq.*, and all applicable terms and conditions in 2 C.F.R. Part 200 of the Office of Management and Budget (“OMB”) Uniform Guidance for Grants and Cooperative Agreements, as amended, including Appendix II to Part 200, and all other OMB circulars, executive orders or other federal laws or regulations applicable to the services provided under this Agreement. All of these terms and conditions of this Agreement apply to the SUB-RECIPIENT and, as applicable, its Contractors/Contracted Parties.

6. Period of Performance

The Period of Performance shall commence on [Enter Start Date or “upon execution of this Agreement by MDEQ’s Executive Director”] and shall end on [Enter End Date] (“Period of Performance”). The SUB-RECIPIENT agrees to complete all tasks included in the Scope of Work within this Period of Performance, unless otherwise specified in writing by MDEQ. If, at any time during the Period of Performance of this Agreement, SUB-RECIPIENT determines, based on the work performed to date, that the work cannot be completed within the Period of Performance, SUB-RECIPIENT shall so notify MDEQ immediately in writing.

7. Consideration and Payment

- A. *Consideration.* As consideration for the performance of the tasks included in this Agreement, MDEQ agrees to pay SUB-RECIPIENT an amount not to exceed [Spell Out Award Amount (Enter Award Amount in Number Form)] (the “Maximum Amount”).
- B. *Payment.* Subject to available funding, as set forth in the Standard Sub-Award Terms and Conditions and all other terms and conditions of this Agreement, MDEQ shall pay all properly-invoiced amounts due to SUB-RECIPIENT within forty-five (45) days after MDEQ’s receipt of such invoice, except for any amounts disputed by MDEQ in good faith. Legislative approval may be required where MDEQ receives any claim of payment from SUB-RECIPIENT that includes work performed outside a one-year period from receipt of such invoice.
 - i. *Request for Payment.* SUB-RECIPIENT shall request payment of funds hereunder for Project costs on a reimbursement basis (such requests, “Reimbursement Requests”), unless otherwise directed by MDEQ. SUB-RECIPIENT shall submit monthly Reimbursement Requests and supporting documentation of costs incurred as required by MDEQ to invoices@mdeq.ms.gov. All Reimbursement Requests for time periods ending June 30 of any year, during the Period of Performance under this Agreement,

shall be submitted no later than July 31 of that same year. Final invoice(s) shall be submitted to MDEQ no later than forty-five (45) days after the end date of this Agreement. The monthly Reimbursement Request shall include breakdowns of personnel, position, dates worked, tasks performed, and totals for each personnel cost included in the Reimbursement Request. SUB-RECIPIENT shall make Reimbursement Requests in accordance with the following procedures and subject to the following terms and conditions:

1. SUB-RECIPIENT may make Reimbursement Requests no more frequently than once monthly during the Period of Performance of this Agreement.
2. SUB-RECIPIENT shall only request payment under this Agreement for the costs necessary to complete the Scope of Work specifically stated and required under this Agreement;
3. SUB-RECIPIENT shall not request payment under this Agreement for services the SUB-RECIPIENT or its contractors may provide under any other Sub-award or Contract.
4. Any funds that are paid by MDEQ to the SUB-RECIPIENT that are not necessary for the completion of the Work in this Agreement must be returned to MDEQ within thirty (30) days from receiving MDEQ's written notification for return of funds. Any funds that are paid by MDEQ to the SUB-RECIPIENT which are deemed ineligible by [Treasury or RESTORE Council] must also be returned to MDEQ within thirty (30) days from receiving MDEQ's written notification for return of funds.
5. SUB-RECIPIENT understands that no payment, including final payment, shall be interpreted as acceptance of defective and incomplete Work, and SUB-RECIPIENT shall remain responsible for performance in strict compliance with this Agreement. If MDEQ rejects, condemns or fails to approve any part of the Scope of Work, it may issue a Notice to Cure or terminate this Agreement.
6. MDEQ reserves the right to refuse to pay all or any part of the funds requested in a Reimbursement Request for any of the following reasons: 1) at MDEQ's discretion, the costs SUB-RECIPIENT is seeking reimbursement for are not reasonable or necessary for the completion of the Work in this Agreement, 2) at MDEQ's discretion, the costs are ineligible for reimbursement under this Project, 3) at the time the request is submitted SUB-RECIPIENT has failed to comply with any term or condition of this Agreement, 4) at the time the request is submitted the SUB-RECIPIENT has otherwise failed to perform the Work to date in accordance with the Scope of Work, or 5) at the time

the request is submitted the SUB-RECIPIENT has otherwise failed to comply with applicable state, federal, or local laws and regulations.

- ii. Indirect Cost Rate. The current indirect cost rate is [Insert Rate] which SUB-RECIPIENT has negotiated with [Federal Agency listed in SUB-RECIPIENT'S approved Negotiated Indirect Cost Rate Agreement].

8. Progress Reports

SUB-RECIPIENT shall provide required progress reports as determined by MDEQ.

9. Final Payment and Report

Notwithstanding any other provision of this Agreement, and notwithstanding the submission of any Reimbursement Request by SUB-RECIPIENT, MDEQ shall not pay more than ninety-five percent (95%) of the Maximum Amount until such time as the SUB-RECIPIENT has completed the Work, submitted the Final Report, as defined below, required pursuant to this section, and received MDEQ's written acceptance of such Final Report. Within forty-five (45) days after MDEQ's written acceptance of such Final Report, MDEQ shall disburse to SUB-RECIPIENT all or such portion of the five-percent (5%) holdback as is properly payable to SUB-RECIPIENT for Work performed under this Agreement. However, if MDEQ is satisfied that the Project is proceeding on schedule and on budget, MDEQ (acting in its sole discretion) may reduce the holdback from five-percent (5%).

When SUB-RECIPIENT has performed all the Work, SUB-RECIPIENT shall transmit to MDEQ a comprehensive report on the Work, along with the corresponding results (the "Final Report"). As appropriate, the Final Report should include copies of any publications, press releases, and other documents, materials, and products developed as part of the Project, including, without limitation, photographs, video footage, and other electronic representations of the Project and Work not previously submitted to MDEQ. The Final Report shall be provided by SUB-RECIPIENT to MDEQ within forty-five (45) days of Project completion. Upon acceptance of Final Report, MDEQ will process final Reimbursement Request.

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

10. Financial Management and Compliance

MDEQ requires that the SUB-RECIPIENT have in place, prior to the receipt of funds, a financial management system that will be able to isolate and trace every dollar funded under this Agreement from receipt to expenditure and have on file appropriate support documentation for each transaction. Examples of documentation are copies of checks paid to vendors, vendor invoices, bills of lading, purchase vouchers, payrolls, bank statements and reconciliations, and real property and easement appraisals. Prior to the submittal of any such documentation to MDEQ, SUB-RECIPIENT shall redact, in accordance with the definition of “Protected Personally Identifiable Information” found in 2. C.F.R. § 200.1, all information reflecting an individual's first name or first initial and last name in combination with any one or more of types of information, including, but not limited to, social security number, passport number, credit card numbers, clearances, bank numbers, biometrics, date and place of birth, mother's maiden name, criminal, medical and financial records, educational transcripts. This does not include Personally Identifiable Information (PII) that is required by law to be disclosed. (See also §200.1 PII). SUB-RECIPIENT and any Contracted Parties (as such term is defined in the “Contracts” provision of this Agreement) are limited to the travel rates of the State of Mississippi, including dining and hotels, in place at the time of the expenditure for which reimbursement is sought; and SUB-RECIPIENT shall audit any such invoice for same, clearly indicating the actual expense and the adjustment, if any.

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

11. Contracts

SUB-RECIPIENT must notify MDEQ in writing prior to contracting any portion of the Work. MDEQ, in its sole discretion, shall have the right to reject the letting of any such contract. Should MDEQ, in its sole discretion, determine that any proposed contractor of SUB-RECIPIENT under this Agreement has a conflict of interest with respect to [Treasury or RESTORE Council], MDEQ, SUB-RECIPIENT or the Project, MDEQ shall have the right to reject the letting of any such contract. If any potential conflict of interest exists, the Parties will resolve it according to the applicable laws and regulations. MDEQ’s failure to reject the letting of any contract under this Agreement shall not be deemed in any way to provide for the incurrence of any obligation of MDEQ in addition to the Funds. If SUB-RECIPIENT makes or issues any contract in coordination with this Agreement, then SUB-RECIPIENT will be deemed to have represented and certified to MDEQ at each such time, in connection with such contract, as follows:

- A. in making such contract, SUB-RECIPIENT has complied with all applicable State and Federal laws, regulations, rules, orders, and other governmental mandates, including, without limitation, those pertaining to procurement, acquisition, and other contracting actions by SUB-RECIPIENT;

- B. in making such contract, SUB-RECIPIENT has complied with its internal policies and procedures applicable to procurement, acquisition, or contracting actions;
- C. each contractor is qualified to perform the applicable Work and is authorized to do business in the State of Mississippi;
- D. each contractor is required under its agreement with SUB-RECIPIENT to perform the applicable Work within budgeted costs identified for such Work;
- E. each contractor has agreed to conduct its activities related to the Work in compliance with all terms and conditions of this Agreement, and all applicable State and Federal laws, regulations, rules, orders, and other governmental mandates;
- F. each contractor has agreed to obtain and maintain all appropriate bonds and insurance against liability for injury to persons or property from any and all activities undertaken by such contractor related to the Work in accordance with applicable state and federal laws, including, without limitation Miss. Code Ann. § 31-5-51; and
- G. no contractor has any conflict of interest with respect to MDEQ, [Treasury or RESTORE Council], the SUB-RECIPIENT or the Project.

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

12. Public Communications and Logo Usage

Unless otherwise required by applicable law (based upon the reasonable advice of counsel), SUB-RECIPIENT shall not make any public announcements, communicate with any news media, or provide materials to the public related to this Agreement without first obtaining the written consent of MDEQ. This includes any materials prepared for presentations or materials prepared for distribution to the public. The Parties shall cooperate as to the timing and contents of any such announcement prior to any such communications to the public. The SUB-RECIPIENT must provide materials subject to this provision to MDEQ, for determination of approval, ten (10) days

prior to the anticipated publication or other form of public release of such materials. This provision shall not be deemed to limit the SUB-RECIPIENT's ability to discuss this Agreement or Work in meetings required to be held as open meetings by Miss. Code Ann. § 25-41-1 *et seq.*, or as otherwise necessary to inform the public of the existence of the Project as is reasonably tailored to keep the public informed of project progress or to address public safety or planning concerns. This provision shall also not apply to any publications, notices, communications, transmittals or the like required of SUB-RECIPIENT to comply with its contractual obligations related to this Agreement, for procurement of vendors, or compliance with applicable state, federal or local law applicable to the Agreement or Work.

Any publications (except scientific articles or papers appearing in scientific, technical, or professional journals), or signage produced with funds from this Agreement and the Federal Award, or informing the public about the activities funded in whole or in part by this Agreement and the Federal Award, must clearly display the following language:

["This project was paid for [in part] with federal funding from the U.S. Department of the Treasury and the Mississippi Department of Environmental Quality under the Resources and Ecosystems Sustainability, Tourist Opportunities, and Revived Economies of the Gulf Coast States Act of 2012 (RESTORE Act)."] Publications (except scientific articles or papers appearing in scientific, technical, or professional journals) produced with funds from this Agreement must display the following additional language: "The statements, findings, conclusions, and recommendations are those of the author(s) and do not necessarily reflect the views of the Department of the Treasury or the Mississippi Department of Environmental Quality."

OR

"This project was paid for [in part] with federal funding from the RESTORE Council and the Mississippi Department of Environmental Quality under the Resources and Ecosystems Sustainability, Tourist Opportunities, and Revived Economies of the Gulf Coast States Act of 2012 (RESTORE Act)." Publications and data (except scientific articles or papers appearing in scientific, technical, or professional journals) produced with funds from this Agreement must display the following additional language: "The data, statements, findings, conclusions, and recommendations are those of the author[s] and do not necessarily reflect any determinations, views, or policies of the RESTORE Council or the Mississippi Department of Environmental Quality". Further, data produced under this award and made available to the public must be accompanied by the following statement: "The [report, presentation, video, etc.] and all associated data and related items of information were prepared by [recipient name] under Award No. [number] from the Gulf Coast Ecosystem Restoration Council (RESTORE Council). Further Publications based on data, and new products derived from source data, must cite the data used according to the conventions of the Publisher and use Digital Object Identifiers (DOIs), if available. All data and derived products that are used to support the conclusions of a publication must be made available in a form that permits verification and reproducibility of the results. Any signage produced with funds from the award or informing the public about the activities funded in whole or in part by the award, must first be approved in writing by the RESTORE Council or its designee.]"

The SUB-RECIPIENT is authorized to use the MDEQ logo only for the above-mentioned purposes. The SUB-RECIPIENT may not alter the MDEQ logo in any way, except for its size.

13. Notices

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

If to MDEQ:

Attention: Melanie Green

Address: 515 East Amite Street

Jackson, MS 39201

Phone: 601.961.5270

E-mail: mgreen@mdeq.ms.gov

If to SUB-RECIPIENT:

Attention:

Address:

Phone:

E-mail:

14. Counterparts

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

[SIGNATURE PAGE FOLLOWS]

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

MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY

Chris Wells
Executive Director

Date

[SUB-RECIPIENT]

Signature of Authorized Representative

Printed Name

Title

Date

ATTACHMENT A
FEDERAL AWARD

[ATTACHMENT B
WORKPLAN]

ATTACHMENT [B or C]**STANDARD SUB-AWARD TERMS AND
CONDITIONS****1. APPLICABLE LAW**

The Agreement shall be governed by and construed in accordance with the laws of the State of Mississippi and applicable federal law excluding, its conflicts of laws provisions, and any litigation with respect thereto shall be brought in the courts of the State. SUB-RECIPIENT shall comply with applicable federal, state, and local laws and regulations.

2. AVAILABILITY OF FUNDS

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

3. REPRESENTATION REGARDING CONTINGENT FEES

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

4. REPRESENTATION REGARDING GRATUITIES

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

5. PROCUREMENT REGULATIONS

The SUB-RECIPIENT shall comply with current federal law, rules and regulations, and, in particular, 2 C.F.R. §§ 200.318, General Procurement Standards, through 200.327, Contract Provisions, in any procurement required to complete the tasks in the Scope of Work. The SUB-RECIPIENT shall also ensure that every purchase order or contract includes any clauses required by 2 C.F.R. § 200.327 Contract provisions, as identified in Appendix II to 2 C.F.R. Part 200.

6. SUB-AWARDS

If the SUB-RECIPIENT is authorized to make a sub-award, the SUB-RECIPIENT must include and incorporate the terms and conditions of the Federal Award, and any Special Award Conditions, the terms and conditions of this Agreement and any attachments, in all lower tier sub-awards. Further, the SUB-RECIPIENT, who makes a sub-award, must follow and carry out all the responsibilities of a pass-through entity described at 2 C.F.R. Part 200.

7. COMPLIANCE WITH LAWS

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

8. STOP WORK ORDER

- A. *Order to Stop Work:* MDEQ may, by written order to SUB-RECIPIENT at any time and without notice to any surety, require SUB-RECIPIENT to stop all or any part of the work called for by this Agreement. This order shall be for a specified period not exceeding ninety (90) days after the order is delivered to SUB-RECIPIENT, 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, SUB-RECIPIENT shall forthwith comply with its terms and take all reasonable steps to minimize the occurrence of costs allocable to the work covered by the order during the period of work stoppage. Before the stop work order expires, or within any further period to which the Parties shall have agreed, MDEQ shall either:
 - i. cancel the stop work order; or,
 - ii. terminate the work covered by such order as provided in the Termination for Default clause or the Termination for Convenience clause of this Agreement.
- B. *Cancellation or Expiration of the Order:* If a stop work order issued under this clause is canceled at any time during the period specified in the order or if the period of the order or any extension thereof expires, SUB-RECIPIENT shall have the right to resume work. An appropriate adjustment may be made in the Period of Performance or Maximum Amount, or both, and the Agreement shall be modified in writing accordingly if:

- i. The stop work order results in an increase in the time required for, or in SUB-RECIPIENT's cost properly allocable to, the performance of any part of this Agreement; and
 - ii. SUB-RECIPIENT provides a written claim for such an adjustment within thirty (30) days after the end of the period of work stoppage; provided that MDEQ decides that the facts justify such action and any such claim asserted may be received and acted upon at any time prior to final payment under this Agreement.
- C. *Termination of Stopped Work*: If a stop work order is not canceled and the work covered by such order is terminated for default or convenience, the reasonable costs resulting from the stop work order may be allowed by adjustment or otherwise.

9. E-PAYMENT

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

10. E-VERIFICATION

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

11. TRANSPARENCY

This Agreement, including any accompanying exhibits, attachments, and appendices, is subject to the "Mississippi Public Records Act of 1983" and its exceptions. See Miss. Code Ann. §§ 25-61-1 *et seq.* and Miss. Code Ann. § 79-23-1. In addition, this Agreement is subject to the provisions of the Mississippi Accountability and Transparency Act of 2008. Miss. Code Ann. §§ 27-104-151, *et seq.* Unless exempted from disclosure due to a court-issued protective order, a copy of this executed Agreement may be posted to the Department of Finance and Administration's independent agency Agreement website for public access at

<http://www.transparency.mississippi.gov>. Information identified by SUB-RECIPIENT as trade secrets or other proprietary information, including confidential vendor information, or any other information which is required confidential by state or federal law or outside the applicable freedom of information statutes will be redacted.

12. PAYMODE

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

13. TERMINATION

The Agreement may be terminated as follows:

A. TERMINATION FOR CONVENIENCE

- i. *Termination.* The MDEQ may, when the interests of the State so require, terminate this Agreement in whole or in part, for the convenience of the State. MDEQ shall give written notice of the termination to SUB-RECIPIENT specifying the part of the Agreement terminated and when termination becomes effective.
- ii. *SUB-RECIPIENT's Obligations.* SUB-RECIPIENT shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination SUB-RECIPIENT will stop work to the extent specified. SUB-RECIPIENT shall also terminate outstanding orders and contracts as they relate to the terminated work. SUB-RECIPIENT shall settle the liabilities and claims arising out of the termination of contracts and orders connected with the terminated work. MDEQ may direct SUB-RECIPIENT to assign SUB-RECIPIENT's right, title, and interest under terminated orders or contracts to MDEQ. SUB-RECIPIENT must still complete the work not terminated by the notice of termination and may incur obligations as are necessary to do so.

B. TERMINATION FOR DEFAULT

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

whole or in part, MDEQ may procure similar supplies or services in a manner and upon terms deemed appropriate by MDEQ. SUB-RECIPIENT shall continue performance of the Agreement to the extent it is not terminated and shall be liable for excess costs incurred in procuring similar goods or services.

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

C. TERMINATION UPON BANKRUPTCY

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

14. DISPUTES

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

15. ANTI-ASSIGNMENT/CONTRACTING

SUB-RECIPIENT acknowledges that it was selected by MDEQ to perform the Work required hereunder based, in part, upon SUB-RECIPIENT's special skills and expertise. Unless contractors are otherwise identified and approved in accordance with the "Contracts" provision of this Agreement, SUB-RECIPIENT shall not assign, contract, or otherwise transfer this Agreement, in whole or in part without the prior written consent of MDEQ, which MDEQ may, in its sole discretion, approve or deny without reason. Any attempted assignment or transfer of its obligations without such consent shall be null and void. No such approval by MDEQ of any contract shall be deemed in any way to provide for the incurrence of any obligation of MDEQ in addition to the Maximum Amount agreed upon in this Agreement, nor create any contractual relationship between MDEQ and any Contracted Parties. Contracts shall be subject to the terms and conditions of this Agreement and to any conditions of approval that MDEQ may deem

necessary. Subject to the foregoing, this Agreement shall be binding upon the respective successors and assigns of the parties.

16. AUTHORITY TO PARTICIPATE IN THIS AGREEMENT

The SUB-RECIPIENT certifies that (a) it is a Mississippi governmental entity; (b) entry into and performance under this Agreement is not restricted or prohibited by any loan, security, financing, contractual, or other agreement of any kind; and (c) notwithstanding any other provision of this Agreement to the contrary, that there are no existing legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under this Agreement.

17. DEBARMENT AND SUSPENSION

SUB-RECIPIENT certifies to the best of its knowledge and belief, that it, and its Contracted Parties:

- A. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transaction by any federal department or agency or any political subdivision or agency of the State of Mississippi;
- B. has not, within a three-year period preceding this Agreement, been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or Agreement or Contract under a public transaction;
- C. has not, within a three-year period preceding this Agreement, been convicted of or had a civil judgment rendered against it for a violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- D. are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of these offenses enumerated in paragraphs two (2) and (3) of this certification; and,
- E. has not, within a three-year period preceding this Agreement, had one or more public transactions (federal, state, or local) terminated for cause or default.

18. CONFIDENTIALITY

- A. *Information Designated by Contractor as Confidential.* Any disclosure of those materials, documents, data and other information, which SUB-RECIPIENT has designated in writing as proprietary and confidential shall be subject to the provisions of Miss. Code Ann. §§ 25-61-9 and 79-23-1. As provided in this Agreement, the personal or professional services to be provided, the price to be paid, and the term of the Agreement shall not be deemed to be a trade secret or confidential commercial or financial information.

- B. *Public Records.* Notwithstanding any provision to the contrary contained herein, all Parties recognize that MDEQ is a public agency of the State of Mississippi and is subject to the Mississippi Public Records Act. Miss. Code Ann. §§ 25-61-1 *et seq.* If a public records request is made for any information provided to MDEQ pursuant to this Agreement and designated by the SUB-RECIPIENT in writing as trade secrets or other proprietary confidential information, MDEQ shall follow provisions of Miss. Code Ann. §§ 25-61-9 and 79-23-1 before disclosing such information. MDEQ shall not be liable to SUB-RECIPIENT for disclosure of information required by court order or required by law.
- C. *Disclosure of Confidential Information.* In the event that either party to this Agreement receives notice that a third party requests divulgence of Confidential Information or otherwise protected information and/or has served upon it a subpoena or other validly issued administrative or judicial process ordering divulgence of Confidential Information or otherwise protected information, that party shall promptly inform the other party and thereafter respond in conformity with such subpoena to the extent mandated by law. This section shall survive the termination or completion of this Agreement. The parties agree that this section is subject to and superseded by Mississippi Code Annotated §§ 25-61-1 *et seq.*
- D. *Wrongful Disclosure of Confidential Information.* Any liability resulting from the wrongful disclosure of Confidential Information on the part of SUB-RECIPIENT or its contractor shall rest with SUB-RECIPIENT. Disclosure of any Confidential Information by SUB-RECIPIENT or its subcontractor without the express written approval of MDEQ may result in the immediate termination of this Agreement.
- E. *Exceptions to Confidential Information.* SUB-RECIPIENT and the State shall not be obligated to treat as confidential and proprietary any information disclosed by the other party (“**Disclosing Party**”) which is:
- (1) Rightfully known to the recipient prior to negotiations leading to this Agreement, other than information obtained in confidence under prior engagements;
 - (2) Generally known or easily ascertainable by nonparties to this Agreement;
 - (3) Released by the Disclosing Party to any other person, firm, or entity (including governmental agencies or bureaus) without restriction;
 - (4) Independently developed by the recipient without any reliance on confidential information;
 - (5) Part or later becomes part of the public domain or may be lawfully obtained by the State or SUB-RECIPIENT from any nonparty; or
 - (6) Disclosed with the Disclosing Party’s prior written consent; or

(7) As otherwise required to be disclosed by law.

19. FAILURE TO ENFORCE

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

20. FORCE MAJEURE

Each Party shall be excused from performance for any period and to the extent that it is prevented from performing any obligation or service, in whole or in part, as a result of causes beyond the reasonable control and without the fault or negligence of such party and/or its contractors. Such acts shall include without limitation acts of God, strikes, lockouts, riots, acts of war, epidemics, governmental regulations superimposed after the fact, fire, earthquakes, floods, or other natural disasters (“force majeure events”). When such a cause arises, SUB-RECIPIENT shall notify MDEQ immediately in writing of the cause of its inability to perform, how it affects its performance, and the anticipated duration of the inability to perform. Delays in delivery or in meeting completion dates due to force majeure events shall automatically extend such dates for a period equal to the duration of the delay caused by such events, unless MDEQ determines it to be in its best interest to terminate the Agreement.

21. INDEMNIFICATION

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

22. SUB-RECIPIENT STATUS

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

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

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

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

23. INSURANCE

SUB-RECIPIENT is self-insured for liability under the Mississippi Tort Claims Act, Miss. Code Ann. § 11-46-1, et seq. The SUB-RECIPIENT must also maintain appropriate insurances to cover property, this includes equipment purchased under this Agreement. Should SUB-RECIPIENT procure additional insurance against liability for injury to persons or property, it should have MDEQ named as additional insureds on all such policies for any work performed by SUB-RECIPIENT pursuant to this Agreement and provide MDEQ with appropriate Certificates of Insurance and endorsements reflecting such additions within thirty (30) days after this Agreement is fully-executed.

Notwithstanding this Section, the Sub-recipient and its Contracted Parties agree to and shall maintain insurance that is required by applicable state, federal, and local laws and regulations.

24. ENTIRE AGREEMENT

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

25. AMENDMENTS OR MODIFICATION

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

26. ORAL STATEMENTS

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

27. OWNERSHIP OF DOCUMENTS AND WORK PAPERS

MDEQ shall own all documents, files, reports, work papers and working documentation, electronic or otherwise, created in connection with the Project which is the subject of this Agreement, except for SUB-RECIPIENT's internal administrative and quality assurance files and internal project correspondence. SUB-RECIPIENT shall deliver such documents and work papers to MDEQ. The foregoing notwithstanding, SUB-RECIPIENT shall be entitled to retain a set of such work papers for its files.

28. RECORD RETENTION AND ACCESS TO RECORDS

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

SUB-RECIPIENT is not required to retain the above-mentioned records for the ten-year period prescribed in this Section and the "Right to Audit" provision only if all of the following conditions are satisfied:

- A. SUB-RECIPIENT has provided all of the documents described above and in the "Right to Audit" provision to MDEQ prior to the expiration of the ten (10) year retention period and a certification stating the same is simultaneously provided in writing to MDEQ;
- B. no audit, litigation or other action arising out of or related in any way to this Project is commenced before SUB-RECIPIENT provides the records and corresponding certification to MDEQ, in which case, SUB-RECIPIENT shall retain the records until all issues arising out of the action are finally resolved; and
- C. SUB-RECIPIENT provides MDEQ a minimum of thirty (30) days' written notice before providing the above-mentioned records and corresponding certification.

29. RIGHT TO AUDIT

SUB-RECIPIENT shall maintain such financial records and other records as may be prescribed by the MDEQ or by applicable federal and state laws, rules, and regulations. SUB-RECIPIENT shall retain these records for a period of ten years after final payment. These records shall be made available during the term of the Agreement and the subsequent ten-year period for examination, transcription, and audit by MDEQ, the Mississippi State Auditor's Office, its designees, or other authorized bodies, including the Office of Inspector General and [Treasury or RESTORE Council].

30. RIGHT TO INSPECT WORK; ACCESS

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

31. SEVERABILITY

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

32. THIRD PARTY ACTION NOTIFICATION

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

33. UNSATISFACTORY WORK

If, at any time during Period of Performance, the service performed or work done by SUB-RECIPIENT is considered by MDEQ to be unsatisfactory, MDEQ shall notify the SUB-RECIPIENT of such and the SUB-RECIPIENT will be required to correct such service or

work. If, at any time during Period of Performance, the service performed or work done by SUB-RECIPIENT is considered by MDEQ to create a condition that threatens the health, safety, or welfare of the environment, citizens and/or employees of the State of Mississippi, SUB-RECIPIENT shall, on being notified by MDEQ, immediately correct such deficient service or work. In the event SUB-RECIPIENT fails, after notice, to correct the deficient service or work immediately, MDEQ shall have the right to order the correction of the deficiency by separate Agreement or with its own resources at the expense of SUB-RECIPIENT.

34. WAIVER

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

35. COMPLIANCE WITH MISS. CODE ANN. § 31-5-37

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

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

36. CONFLICT OF INTEREST

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

37. SUCCESSORS AND ASSIGNS

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

38. NO THIRD-PARTY BENEFICIARIES

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

39. EVALUATION

SUB-RECIPIENT agrees to cooperate with MDEQ by providing timely responses to all reasonable requests for information to assist in evaluation of the accomplishments of the Project and this Agreement for a period of ten (10) years after the date on which the Final Reports are provided.

40. VENUE

Venue for the resolution of any dispute, according to Disputes Clause of this Agreement, and any subsequent litigation shall be in Jackson, Hinds County, Mississippi.

41. HEADINGS

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

ATTACHMENT C or D**SYSTEMS AND PROCESSES FOR FINANCIAL MANAGEMENT
RECOMMENDATIONS AND/OR CORRECTIVE ACTION PLAN**

An evaluation for the assessment of uncontrolled risks of the SUB-RECIPIENT's systems and processes for financial management was performed as of part of the initial sub-award process by MDEQ, acting on behalf of the State of Mississippi, as administrator of this Sub-Award Agreement. No corrective action is required to the SUB-RECIPIENT's systems and processes at the time of this award. MDEQ requests the SUB-RECIPIENT provide the following information to MDEQ as part of observations made during the evaluation:

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

**ATTACHMENT [D or E]
SUB-AWARD TERMS AND CONDITIONS
FOR CONTRACTED PARTIES**

1. AUTHORITY TO PARTICIPATE IN THIS AGREEMENT

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

2. DEBARMENT AND SUSPENSION

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

- A. is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transaction by any federal department or agency or any political subdivision or agency of the State of Mississippi;
- B. has not, within a three-year period preceding this Agreement, been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction;
- C. has not, within a three-year period preceding this agreement, been convicted of or had a civil judgment rendered against it for a violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- D. is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of these offenses enumerated in paragraphs two (2) and (3) of this certification; and,
- E. has not, within a three-year period preceding this Agreement, had one or more public transactions (federal, state, or local) terminated for cause or default.

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

3. INDEMNIFICATION

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

4. RELATIONSHIP STATUS

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

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

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

5. ACCESS TO RECORDS

Treasury, the Treasury Office of Inspector General, the Government Accountability Office, MDEQ, the State or any duly authorized representatives shall have the right of timely and unrestricted access to any of Contracted Party's books, documents, papers, and other records, including electronic records, which are maintained or produced as a result of the agreement

and Project for the purpose of making audits, investigations, examinations, excerpts, transcripts, and copies of such documents. This right also includes timely and reasonable access to the SUB-RECIPIENT's personnel for the purpose of interview and discussion related to such documents. This right of access shall continue as long as records are required to be retained.

6. RECORD RETENTION AND RIGHT TO AUDIT

The Contracted Party shall maintain and retain books, documents, papers, financial records, and other records, including electronic records, which are maintained or produced as a result of the agreement and the Project. These records must be retained for a minimum of three years after final payment under the agreement is made. These records shall be made available during the term of the agreement and the subsequent three-year period for examination, transcription, and audit by MDEQ, the Mississippi State Auditor's Office, its designees, or other authorized bodies, including the Office of Inspector General and Treasury. If any litigation, claim, investigation, or audit relating to Federal Award No. [xxxxxxx] ("Award") or an activity funded under the Award is started before the expiration of the three year period, the records must be retained until all litigation, claims, investigations, or audit findings involving the records have been resolved and final action taken.

7. RIGHT TO INSPECT WORK; SITE ACCESS

Treasury, the Treasury Office of Inspector General, the Government Accountability Office, MDEQ and their representatives, invitees, and consultants, and Departments and Agencies of the State of Mississippi, and any of their duly authorized representatives', shall have access and the right to conduct announced and unannounced onsite and offsite physical visits to inspect all work hereunder.

8. CONFLICT OF INTEREST

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

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

9. COOPERATION & EVALUATION

Both parties agree to assist and cooperate with the MDEQ or its duly designated representatives in the monitoring of the Project or projects to which the agreement relates, and to provide in form and manner approved by MDEQ such monitoring reports, progress reports, and the like as may be required and to provide such reports at the times specified.

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

RESTORE COUNCIL FINANCIAL ASSISTANCE STANDARD TERMS AND CONDITIONS

*Gulf Coast Ecosystem Restoration Council
August 2015*

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RESTORE COUNCIL **FINANCIAL ASSISTANCE STANDARD TERMS AND CONDITIONS**

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THESE RESTORE COUNCIL FINANCIAL ASSISTANCE STANDARD TERMS AND CONDITIONS (ST&Cs) ARE INCORPORATED INTO AND MADE A PART OF THE GRANT AWARD TO WHICH THEY ARE ATTACHED.

A. STATUTORY AND NATIONAL POLICY REQUIREMENTS

The non-Federal entity¹ (also referred to as “recipient” or “grantee”) and any subrecipients must, in addition to the assurances made as part of the application, comply and require each of its contractors and subcontractors employed in the completion of the project to comply with all applicable statutes, regulations, executive orders (EOs), Office of Management and Budget (OMB) circulars, terms and conditions, and approved applications. This document provides the Gulf Coast Ecosystem Restoration Council (“Council”) standard terms and conditions (ST&Cs) for all Council awards. 2 CFR § 5900.101 provides the Council’s adoption of 2 CFR Part 200, giving regulatory effect to the OMB guidance.

This award is subject to the laws and regulations of the United States. Any inconsistency or conflict in terms and conditions specified in the award will be resolved according to the following order of precedence: public laws, regulations, applicable notices published in the *Federal Register*, EOs, OMB circulars, the Council ST&Cs, and special award conditions. Special award conditions may amend or take precedence over the ST&Cs if and when so provided by the ST&Cs.

Certain of the ST&Cs contain, by reference or substance, a summary of the pertinent statutes or regulations published in the *Federal Register* or Code of Federal Regulations (C.F.R.), EOs, OMB circulars, or the assurances (Forms SF-424B and SF-424D). No such provision will be construed so as to be in derogation of, or an amendment to, any such statute, regulation, EO, OMB circular, or assurance.

B. PROGRAMMATIC REQUIREMENTS

The recipient must use funds only for the purposes identified in the grant award agreement in accordance with the requirements in 31 C.F.R. § 34.803(d). All activities under the award must meet the eligibility requirements of the Gulf RESTORE Program as defined in 31 C.F.R. §§ 34.201, 34.202 or 34.203, according to component.

¹ The OMB *Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards* located at 2 C.F.R. part 200 uses the term “non-Federal entity” to generally refer to an entity that carries out a Federal award as a recipient or subrecipient. Because certain of the provisions of these ST&Cs apply to recipients rather than subrecipients, or vice versa, for clarity, these ST&Cs use the terms “non-Federal entity”, “recipient”, and “subrecipient.” In addition, the OMB Uniform Guidance uses the term “pass-through entity” to refer to a non-Federal entity that makes a subaward.

“Non-Federal entity” is defined at 2 C.F.R. § 200.69 as “a State, local government, Indian tribe, institution of higher education (IHE), or nonprofit organization that carries out a Federal award as a recipient or subrecipient.”

“Recipient” is defined at 2 C.F.R. § 200.86 as “a non-Federal entity that receives a Federal award directly from a Federal awarding agency to carry out an activity under a Federal program. The term recipient does not include subrecipients.”

“Subrecipient” is defined at 2 C.F.R. § 200.93 as “a non-Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal program; but does not include an individual that is a beneficiary of such program. A subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency.”

“Pass-through entity” is defined as 2 C.F.R. § 200.74 as “a non-Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program.”

.01 Performance (Technical) Reports

- a. Non-Federal entities must use OMB-approved governmentwide standard information collections when providing financial and performance information and, as appropriate and in accordance with such information collections, are required to relate financial data to the performance accomplishments of the Federal award. When applicable, recipients must also provide cost information to demonstrate cost effective practices (e.g., through unit cost data). The Non-Federal entity's performance will be measured in a way that will help the Council and other non-Federal entities to improve program outcomes, share lessons learned and spread the adoption of promising practices. Recipients will be provided with clear performance goals, indicators and milestones as described in 2 C.F.R. § 200.210 "Information contained in a Federal award."
- b. Recipients must submit performance (technical) reports, which may be Form SF-PPR "Performance Progress Report" or any successor form, or another format as required by the Council, to the Council-designated grants officer (Grants Officer). Performance reports should be submitted electronically, unless the recipient makes an arrangement with the Grants Officer for submission in hard copy (no more than one original and two copies) in accordance with the award conditions.
- c. Performance Reports must be submitted with the same frequency as the Federal Financial Report (Form SF-425), unless otherwise authorized by the Grants Officer. If events occur between scheduled performance reporting dates that have significant impact upon the activity, project or program, the recipient must notify the Grants Officer as soon as possible.
- d. Performance (technical) reports shall contain brief information as prescribed in the *Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards* (2 C.F.R. part 200, specifically 2 C.F.R. § 200.328) incorporated into the award, unless otherwise specified in the award provisions. Specifically, in the "performance narrative" (item 10 on the SF-PPR), the recipient must provide the following information.
 1. Activities and Accomplishments:
 - i. Summarize activities undertaken during the reporting period;
 - ii. Summarize any key accomplishments, including milestones and metrics completed for the period;
 - iii. List any contracts awarded during the reporting period, along with the name of the contractor and its principal, the DUNS number of the contractor, the value of the contract, the date of award, a brief description of the services to be provided, and whether or not local preference was used in the selection of the contractor; and
 - iv. If the recipient is authorized to make subawards, list any subawards executed during the reporting period, along with the name of the entity and its principal, the DUNS number of the entity, the value of the agreement, the date of award, and a brief description of the scope of work.
 2. Adaptive Management:
 - i. Indicate if any operational, legal, regulatory, budgetary, and/or ecological risks, and/or any public controversies, have materialized; if so, indicate what mitigation strategies have been undertaken to attenuate these risks or controversies; and
 - ii. Summarize any challenges that have impeded the recipient's ability to accomplish the approved scope of work on schedule and on budget.

3. Findings/Events: Summarize any significant findings or events, if applicable.
4. Dissemination Activities: Describe any activities to disseminate or publicize results of the activity, project, or program, if applicable.
5. Monitoring:
 - i. Describe all efforts taken to monitor contractor and/or subrecipient performance, to include site visits, during the reporting period. For subawards, indicate whether the subrecipient submitted an audit to the recipient, and if so, whether the recipient issued a management decision on any findings; and
 - ii. Describe any other activities or relevant information not already provided.
6. Planned Activities: Summarize the activities planned for the next reporting period.
7. Attachments: List and attach any deliverables completed during the performance period or other materials to be submitted with the report.

.02 Reporting on Real Property

In accordance with 2 C.F.R. § 200.329, the Federal awarding agency or pass-through entity must require a non-Federal entity to submit reports at least annually on the status of real property in which the Federal government retains an interest, unless the Federal interest in the real property extends 15 years or longer. If the attached Federal interest is for a period of 15 years or longer, the Council or pass-through entity may, at its option, require the non-Federal entity to report at various multi-year frequencies as specified in the terms of the award (e.g., every two years or every three years, not to exceed a five-year reporting period; or the Council or pass-through entity may require annual reporting for the first three years of a Federal award and thereafter require reporting every five years).

.03 Unsatisfactory Performance

Failure to perform the work in accordance with the terms of the award and maintain at least a satisfactory performance as determined by the Council may result in designation of the non-Federal entity as high risk and the assignment of special award conditions or other further action as provided in Section B.06, “Non-Compliance with Award Provisions” below.

.04 Programmatic Changes

The non-Federal entity shall report programmatic changes to the Grants Officer in accordance with 2 C.F.R. § 200.308, and shall request prior approvals in accordance with 2 C.F.R. § 200.407.

.05 Other Federal Awards with Similar Programmatic Activities

The non-Federal entity shall immediately provide written notification to the Grants Officer in the event that, subsequent to receipt of the Council award, other financial assistance is received to support or fund any portion of the scope of work incorporated into the Council award. The Council will not pay for any costs that are funded by other sources.

.06 Non-Compliance with Award Provisions

Failure to comply with any or all of the provisions of the award may have a negative impact on future funding by the Council and may be considered grounds for any or all of the following actions: withholding of payments pending correction of the deficiency by the non-Federal entity and/or more severe enforcement action by the Council or pass-through entity in accordance with 2 C.F.R. § 200.338; disallowance of (that is, denial of both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance; suspension or termination of all or any portion of the award; initiation of suspension or debarment proceedings as authorized under 2 C.F.R. part 180 and any Council regulations and policies promulgated pursuant to its authority (or in the case of a pass-through entity, recommendation that such a proceeding be initiated by the Council); withholding of further awards for the project or program; or enforcement of other remedies that may be legally available. *See also* 2 C.F.R. §§ 200.339 through 200.342.

.07 Prohibition against Assignment by the Non-Federal Entity

The non-Federal entity shall not transfer, pledge, hypothecate, mortgage, or otherwise assign the award, or any interest therein, or any claim arising thereunder, to any party or parties, including without limitation any bank, trust company or other financing or financial institution, without the express written approval of the Grants Officer.

.08 Disclaimer Provisions

- a. The United States expressly disclaims any and all responsibility or liability to the non-Federal entity or third persons for any actions of the non-Federal entity or third persons resulting in death, bodily injury, personal or property damage, or any other damage, loss or liability in connection with or resulting in any way from the performance of this award or any subaward or subcontract under this award.
- b. Acceptance of this award by the non-Federal entity does not in any way establish or constitute an agency relationship between the United States and the non-Federal entity.

C. FINANCIAL REQUIREMENTS

.01 Financial Reports

- a. In accordance with 2 C.F.R. § 200.327, the recipient shall submit a “Federal Financial Report” (Form SF-425 or any successor form, or another format as required by the Council) on a semi-annual basis. Semi-annual reporting periods will be specified in the grant award for either the periods ending March 31 and September 30, or any portion thereof, or June 30 and December 31, or any portion thereof, unless otherwise specified in a special award condition. Reports are due no later than 30 days following the end of each reporting period. A final Form SF-425 shall be submitted within 90 days after the expiration of the project period.
- b. The report should be submitted to the Grants Officer electronically, unless the recipient makes an arrangement with the Grants Officer for submission in hard copy (no more than one original and two copies), in accordance with the award conditions.

- c. The recipient must report to the Council at the conclusion of the grant period, or other period specified by the Council, on the use of funds pursuant to the award in accordance with the requirements in 31 C.F.R. § 34.803(e).
- d. The recipient must forecast cash requirements/draws semi-annually, for the periods October 1 to March 31 and April 1 to September 30, throughout the life of the grant. Forecasted cash requirements must be updated with the submission of each “Federal Financial Report.”

.02 Financial Management

- a. In accordance with 2 C.F.R. § 200.302(a), each State, including a state’s administrative agents and the Gulf Consortium of Florida counties, must expend and account for the Federal award in accordance with state laws and procedures for expending and accounting for the state’s own funds. In addition, the state’s and other non-Federal entities’ financial management systems, including records documenting compliance with Federal statutes, regulations, and the terms and conditions of the Federal award, must be sufficient to permit the preparation of reports required by general and program-specific terms and conditions – including preparation of accurate, current and complete SF-425, Performance (Technical) Report, reporting on subawards, and any additional reports required by any additional award conditions. The financial management system also must be sufficient to trace funds to a level of expenditures adequate to establish that such funds have been used according to the Federal statutes, regulations – including without limitation the Resources and Ecosystem Sustainability, Tourist Opportunities, and Revived Economies of the Gulf Coast States Act of 2012 (RESTORE Act), Council and Treasury RESTORE Act regulations – and the terms and conditions of the Federal award. *See also* 2 C.F.R. § 200.450 “Lobbying.”
- b. The financial management system of each non-Federal entity must provide all information required by 2 C.F.R. § 200.302(b) and maintain detailed records sufficient to account for the receipt, obligation and expenditure of grant funds in accordance with the requirements in 31 C.F.R. § 34.803(b). *See also* 2 C.F.R. §§ 200.333 “Retention requirements for records”; 200.334 “Requests for transfer of records”; 200.335 “Methods for collection, transmission and storage of information”; 200.336 “Access to records”; and 200.337 “Restrictions on public access to records.” Specifically, the financial management system must provide for:
 - 1. Identification and tracking of all Council awards received and expended by the Catalog of Federal Domestic Assistance (CFDA) title and number, Federal award identification number and year, name of the Federal agency, and name of the pass-through entity, if any;
 - 2. Records that adequately identify the source and application of all funds for Federally-funded activities, including information pertaining to Federal awards, authorizations, obligations, unobligated balances, assets, expenditures, income and interest, and are supported by source documentation; and
 - 3. Effective control over, and accountability for, all Federal funds, and all property and assets acquired with Federal funds. The recipient must adequately safeguard all assets and ensure that they are used solely for authorized purposes.
- c. The recipient must establish written procedures to implement the requirements set forth in Subsection, C.03 “Award Payments,” below, as well as written procedures to determine the allowability of costs in accordance with 2 C.F.R. Part 200, subpart E “Cost Principles,” and the terms and conditions of this award.

.03 Award Payments

- a. The reimbursement method of payment will be used under this award, unless otherwise specified in a special award condition. The Grants Officer will determine the appropriate method of payment. Payments are made through electronic funds transfers directly to the non-Federal entity's bank account and in accordance with the requirements of the Debt Collection Improvement Act of 1996 (31 U.S.C. § 3701 *et. seq.*) and the Cash Management Improvement Act (31 U.S.C. § 6501 *et. seq.*).
 1. Consistent with 2 C.F.R. § 200.305(a), for States, payments are governed by the Treasury-State Cash Management Improvement Act (CMIA) agreements and default procedures codified at 31 C.F.R. Part 205 "Rules and Procedures for Efficient Federal-State Funds Transfers" and Treasury Financial Manual Volume I, 4A-2000 "Overall Disbursing Rules for All Federal Agencies."
 2. Consistent with 2 C.F.R. § 200.305(b), for non-Federal entities other than States, payment methods must minimize the amount of time elapsing between the transfer of funds from the U.S. Treasury or the pass-through entity and the disbursement by the non-Federal entity.
- b. The Council Award Number must be included on all payment-related correspondence, information, and forms.
- c. Unless otherwise provided for in the award terms, payments under this award will be made using the Department of Treasury's Automated Standard Application for Payment ([ASAP](#))² system. Under the ASAP system, payments will be made through preauthorized electronic funds transfers in accordance with the requirements of the Debt Collection Improvement Act of 1996. Awards paid under the ASAP system will contain a special award condition, clause or provision describing enrollment requirements and any controls or withdrawal limits set in the ASAP system. Recipients enrolled in the ASAP system are not required to submit a "Request for Advance or Reimbursement" (Form SF-270 or successor form), in order to receive payments relating to their award. Pre-approval prior to requesting payments may be required for recipients that are determined by the Council to be in a high risk category or noncompliant (*see* 2 C.F.R. § 200.205 "Federal awarding agency review of risk posed by applicants," and *see* section M "Remedies for Noncompliance" below).
 1. In order to receive payments under ASAP, recipients are required to enroll with the Department of Treasury, Financial Management Service, Regional Financial Centers, which enables them to use the on-line and Voice Response System (VRS) method of withdrawing funds from their ASAP established accounts.
 2. The following information will be required to make withdrawals under ASAP: (i) ASAP account number, i.e., the Federal award number found on the cover sheet of the award; (ii) Agency Location Code (ALC); and (iii) Region Code.
- d. When expressly allowed through a special award condition, advances shall be limited to the minimum amounts necessary to meet immediate disbursement needs, but in no event shall advances exceed the amount of cash required for a 30-day period. Funds advanced but not disbursed in a timely manner and any accrued interest thereon must be promptly returned to the Council. The Grants Officer may periodically request documentation from the non-Federal entity verifying that the elapsed time between the transfer of funds and disbursement has been minimized. If a non-Federal entity demonstrates an unwillingness or inability to establish procedures that will minimize time elapsing

² Department of Treasury's Automated Standard Application for Payment (ASAP) system - https://www.fiscal.treasury.gov/fsservices/gov/pmt/asap/asap_home.htm, verified on 8/18/2015.

between transfer of funds and disbursement or if the non-Federal entity otherwise fails to continue to qualify for the advance payment method, the Grants Officer may change the method of payment to reimbursement only.

- e. Where the use of an alternative system other than ASAP is provided for in the award terms, requests for payment will be submitted to the Grants Officer.
 - 1. Form SF-3881, “ACH Vendor/Miscellaneous Payment Enrollment Form,” must be completed before the first award payment can be made via the “Request for Advance or Reimbursement” (Form SF-270) request.
 - 2. When advance payment is expressly allowed for by special award condition, the non-Federal entity must submit the request no more frequently than monthly, and advances will be approved for periods to cover only expenses anticipated over the following 30 days. The non-Federal entity must complete the “ACH Vendor Miscellaneous Payment Enrollment Form” (Form SF-3881 or successor form), and Form SF-270, and submit those forms to the Grants Officer.

.04 Federal and Non-Federal Sharing

- a. Awards that include Federal and non-Federal sharing incorporate a budget consisting of shared allowable costs. If actual allowable costs are less than the total approved budget, the Federal and non-Federal cost shares shall be calculated by applying the approved Federal and non-Federal cost share ratios to actual allowable costs. If actual allowable costs are greater than the total approved budget, the Federal share shall not exceed the total Federal dollar amount authorized by the award.
- b. The non-Federal share, whether in cash or in-kind, is to be paid out at the same general rate as the Federal share. Exceptions to this requirement may be granted by the Grants Officer based on sufficient documentation demonstrating previously determined plans for, or later commitment of, cash or in-kind contributions. In any case the non-Federal entity must meet its cost share commitment over the life of the award. The non-Federal entity must create and maintain sufficient records sufficient to justify all non-Federal sharing requirements and to facilitate questions and audits. See Section I “Audits” below for audit requirements, and see 2 C.F.R. § 200.306 for additional requirements regarding cost sharing.

.05 Program Income

- a. Non-Federal entities are encouraged to earn income to defray program costs where appropriate. Any program income shall be earned and applied consistent with the requirements of 2 C.F.R. § 200.307.
- b. The recipient must maintain detailed records sufficient to account for the receipt, obligation, and expenditure of grant funds including the tracking of program income. Program income must be included in the non-Federal entity’s approved budget and tracked in accordance with the requirements in 31 C.F.R. § 34.803(b).
- c. All program income must be documented in the Federal financial report submitted to the Council for the period in which the income was earned.

.06 Budget Changes and Transfer of Funds among Categories

- a. Requests for changes to the approved budget must be made in accordance with 2 C.F.R. § 200.308 “Revision of budget and program plans” and submitted in writing to the Grants Officer who will make the final determination on such requests and notify the non-Federal entity in writing thereof.
 1. Construction Awards. For construction Federal awards, the non-Federal entity must request prior written approval promptly from the Grants Officer for budget revisions whenever one or more of the following applies:
 - i. The revision results from changes in the scope or the objective of the project or program;
 - ii. The need arises for additional Federal funds to complete the project; or
 - iii. A revision is desired which involves specific costs for which prior written approval requirements may be imposed consistent with applicable OMB cost principles listed in 2 C.F.R. part 200, Subpart E—“Cost Principles.”
 2. Non-Construction Awards. For non-construction Federal awards, recipients must request prior written approval promptly from the Grants Officer for budget revisions whenever one or more of the following applies:
 - i. Change in the scope or the objective of the project or program;
 - ii. Change in a key person specified in the application or the Federal award;
 - iii. The disengagement from the project for more than three months, or a 25 percent reduction in time devoted to the project, by the approved project director or principal investigator;
 - iv. The inclusion, unless waived by the Council, of costs that require prior approval in accordance with 2 C.F.R. part 200 Subpart E—“Cost Principles” or 45 C.F.R. Part 75 Appendix IX “Principles for Determining Costs Applicable to Research and Development under Awards and Contracts with Hospitals,” or 48 C.F.R. Part 31 “Contract Cost Principles and Procedures,” as applicable;
 - v. The transfer of funds budgeted for participant support costs as defined in 2 C.F.R. § 200.75 “Participant support costs to other categories of expense”;
 - vi. The subawarding, transferring or contracting out of any work under a Federal award unless (a) described in the application and funded in the approved Federal award, or (b) applicable to the acquisition of supplies, material, equipment or general support services only; or
 - vii. Changes in the amount of approved cost-sharing or matching provided by the non-Federal entity. No other prior approval requirements for specific items may be imposed unless a deviation has been approved by OMB. *See also* 2 C.F.R. §§ 200.102 “Exceptions” and 200.407 “Prior written approval.”
 3. Both Construction and Non-Construction Activities in Award. If a single award provides support for construction and non-construction work, the recipient must request prior written approval from the Grants Officer before making any fund or budget transfers between the two types of work supported.
- b. In accordance with 2 C.F.R. § 200.308(e), transfers of funds by the recipient among direct cost categories are permitted for awards in which the Federal share of the project is the Simplified Acquisition Threshold (\$150,000 as of 12/26/2013) or less. For awards in which the Federal share of the project exceeds the Simplified Acquisition Threshold, the recipient must request prior written approval from the Grants Officer for transfers of funds among direct cost categories when the

cumulative amount of such direct cost transfers exceeds ten percent of the total budget³ as last approved by the Grants Officer. The 10% threshold applies to the total Federal funds authorized by the Grants Officer at the time of the transfer request. The same requirements apply to the cumulative amount of transfer of funds among programs, functions, and activities. This transfer authority does not authorize the recipient to create new budget categories within an approved budget without the prior written approval of the Grants Officer. No transfer that enables any Federal appropriation, or part thereof, to be used for an unauthorized purpose will be permitted. The foregoing provision does not prohibit the recipient from requesting Grants Officer approval for revisions to the budget. See 2 C.F.R. § 200.308 (as applicable) for specific requirements concerning budget revisions and transfer of funds between budget categories.

- c. The recipient is not authorized at any time to transfer amounts budgeted for direct costs to the indirect costs line item or vice versa without the prior written approval of the Grants Officer.

.07 Indirect (Facilities and Administrative [F&A]) Costs

- a. Indirect (facilities and administrative [F&A]) costs will not be allowable charges against an award unless permitted under the award, specifically included as a line item in the award's approved budget and consistent with 2 C.F.R. §§ 200.414 "Indirect (F&A) costs" and Subpart E "Cost Principles."
- b. Indirect costs of recipients are subject to the three percent (3%) cap on administrative expenses stated in 33 U.S.C. § 1321(t)(1)(B)(iii) and 31 C.F.R. § 34.204. The three percent cap on administrative expenses applies only to recipients and does not flow down to subrecipients.
- c. Excess indirect costs may not be used to offset unallowable direct costs.
- d. Indirect costs charged must be consistent with the indirect cost rate agreement negotiated between the non-Federal entity and its cognizant agency (defined as the Federal agency that is responsible for reviewing, negotiating, and approving cost allocation plans or indirect cost proposals, see 2 C.F.R. § 200.19) and must be included in the recipient's budget. The Council will accept approved indirect cost rates unless otherwise authorized by a Federal statute or regulation, or requirements at 2 C.F.R. § 200.414(c) are met.
 - 1. If indirect costs are permitted and the non-Federal entity wishes to include indirect costs in its budget, but the non-Federal entity has not previously established an indirect cost rate with a Federal agency, the requirements for determining the relevant cognizant agency and developing and submitting indirect (F&A) cost rate proposals and cost allocation plans are contained in Appendices III – VII to 2 C.F.R. Part 200 as follows:
 - o Appendix III to 2 C.F.R. Part 200 – Indirect (F&A) Costs Identification and Assignment, and Rate Determination for Institutions of Higher Education (IHEs);
 - o Appendix IV to 2 C.F.R. Part 200 – Indirect (F&A) Costs Identification and Assignment, and Rate Determination for Nonprofit Organizations;
 - o Appendix V to 2 C.F.R. Part 200 – State/Local Governmentwide Central Service Cost Allocation Plans;

³ The cumulative amount of direct cost transfers is calculated by summing the negative variances between the approved and proposed budgets. Variance is calculated by subtracting the proposed budget amount for each cost category from the approved budget amount for the category. Only variances less than zero are totaled. The cumulative negative variance is then divided by the total grant award budget to determine the percentage transferred, i.e., cumulative % of transfer(s) = $\{[\Sigma (\text{negative variances})] / \text{total award budget}\} \times 100$.

- o Appendix VI to 2 C.F.R. Part 200 – Public Assistance Cost Allocation Plans; and
- o Appendix VII to 2 C.F.R. Part 200 – States and Local Government and Indian Tribe Indirect Cost Proposals.

The cognizant agency for governmental units or agencies not specifically identified by OMB will be determined based on the Federal agency providing the largest amount of Federal funds. *See* 2 C.F.R. §200.416 “Cost allocation plans and indirect cost proposals.” When the Council is not the oversight or cognizant Federal agency, the non-Federal entity shall provide the Grants Officer with a copy of a negotiated rate agreement or a copy of the transmittal letter submitted to the cognizant or oversight Federal agency requesting a negotiated rate agreement.

2. For those organizations for which the Council is cognizant or has oversight, the Council or its designee will either negotiate a fixed rate with carry-forward provisions for the non-Federal entity or, in some instances, will limit its review to evaluating the procedures described in the non-Federal entity’s cost allocation plan. Indirect cost rates and cost allocation methodology reviews are subject to future audits to determine actual indirect costs.
3. Within 90 days after the award start date, the non-Federal entity shall submit to the address listed below documentation (indirect cost proposal, cost allocation plan, etc.) necessary to perform the review. The non-Federal entity shall provide the Grants Officer with a copy of the transmittal letter.

Gulf Coast Ecosystem Restoration Council Office
Attn: Senior Grants Management Officer
500 Poydras Street, Suite 1117
New Orleans, LA 70130

If the non-Federal entity fails to submit the required documentation to the Council within 90 days of the award start date, the Grants Officer may amend the award to preclude the recovery of any indirect costs under the award. If the Council, oversight or cognizant Federal agency determines there is a finding of good and sufficient cause to excuse the non-Federal entity’s delay in submitting the documentation, an extension of the 90-day due date may be approved by the Grants Officer.

4. The non-Federal entity may use the fixed rate proposed in the indirect cost plan until such time as the Council provides a response to the submitted plan. Actual indirect costs must be calculated annually and adjustments made through the carry-forward provision used in calculating the following year’s rate. This calculation of actual indirect costs and the carry-forward provision is subject to audit. Indirect cost rate proposals must be submitted annually. Organizations that have previously established indirect cost rates must submit a new indirect cost proposal to the cognizant agency within six months after the close of each of the recipients’ fiscal years.
- e. The maximum dollar amount of allocable indirect costs for which the Council will reimburse the non-Federal entity shall be the lesser of:
1. The line item amount for the Federal share of indirect costs contained in the approved award budget, including all budget revisions approved in writing by the Grants Officer; or
 2. The Federal share of the total indirect costs allocable to the award based on the indirect cost rate approved by a cognizant or oversight Federal Agency for indirect costs and applicable to the period in which the cost was incurred, provided that the rate is approved in writing on or before

the award end date, subject to the three percent (3%) cap on administrative expenses provided in 33 U.S.C. § 1321(t)(1)(B)(iii) and 31 C.F.R. § 34.204.

- f. In addition, a non-Federal entity that is a State, local government, Indian tribe, institution of higher education, or nonprofit organization and has never received a negotiated indirect cost rate may elect to charge a *de minimis* rate of 10% of modified total direct costs. *See also* 2 C.F.R. § 200.414(f).

.08 Incurring Costs or Obligating Federal Funds Outside of the Period of Performance

- a. The non-Federal entity shall not incur costs or obligate funds for any purpose pertaining to the operation of the project, program, or activities beyond the period of performance, i.e., the time during which the non-Federal entity may incur new obligations to carry out the work authorized under the Federal award. *See* 2 C.F.R. §§ 200.77 and 200.309.
 - 1. The Council or pass-through entity must include start and end dates of the period of performance in the Federal award.
 - 2. All activities supported through an award must occur and be completed during the approved period of performance, whether funded directly or through a subaward or subcontract, and all obligated costs must be liquidated within 90 days following the end date of the period of performance.
 - 3. The only costs which may be authorized for a period of not to exceed 90 days following the end of the project period are those solely associated with close-out activities. Close-out activities are limited to the preparation of final progress, financial, and required project audit reports unless otherwise approved in writing by the Grants Officer. The Grants Officer may approve extensions of the 90-day closeout period upon a request by the non-Federal entity as provided in 2 C.F.R. § 200.343.
- b. Unless otherwise authorized in 2 C.F.R. § 200.343 or a special award condition, any extension of the project period can only be authorized by the Grants Officer in writing. Verbal or written assurances of funding from anyone other than the Grants Officer shall not constitute authority to obligate funds for programmatic activities beyond the end of the project period.
- c. Pre-Award Costs. Pre-award costs are those incurred prior to the effective date of the Federal award directly pursuant to the negotiation and in anticipation of the Federal award where such costs are necessary for efficient and timely performance of the scope of work. Such costs are allowable only to the extent that they would have been allowable if incurred after the date of the Federal award and only with the written approval of the Grants Officer. The recipient must use funds obligated and disbursed under the award only during the period of performance specified in the award document. *See* 2 C.F.R. § 200.458.
- d. The Council has no obligation to provide any additional prospective funding. Any amendment of the award to increase funding and to extend the project period is at the sole discretion of the Council.

.09 Tax Refunds

Refunds of Federal Insurance Contributions Act (FICA) (26 U.S.C. §§ 3101-3128) or Federal Unemployment Tax Act (FUTA) (26 U.S.C. §§ 3301-3311) taxes received by the non-Federal entity

during or after the period of performance must be refunded or credited to the Council whenever the benefits were financed with Federal funds under the award. The non-Federal entity shall contact the Grants Officer immediately upon receipt of these refunds. The non-Federal entity shall in addition refund portions of FICA/FUTA taxes determined to belong to the Federal Government, including refunds received after the period of performance ends.

D. INTERNAL CONTROLS

Consistent with 2 C.F.R. § 200.303, each non-Federal entity:

- a. Must establish and maintain effective internal control over the Federal award that provides reasonable assurance that the non-Federal entity is managing the Federal award in compliance with Federal statutes, regulations, and the terms and conditions of the Federal award. These internal controls must be in compliance with guidance in “[Standards for Internal Control in the Federal Government](#)”⁴ issued by the Comptroller General of the United States or the “[Internal Control Integrated Framework](#),”⁵ issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO).
- b. Must comply with Federal statutes, regulations, and the terms and conditions of the Federal award.
- c. Must evaluate and monitor the non-Federal entity’s compliance with statute, regulations and the terms and conditions of Federal award.
- d. Must take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings.
- e. Must take reasonable measures to safeguard protected personally identifiable information and other information the Council or pass-through entity designates as sensitive or the non-Federal entity considers sensitive consistent with applicable Federal, state and local laws regarding privacy and obligations of confidentiality.

E. PROPERTY STANDARDS

.01 Standards

The non-Federal entity must comply with the property standards as stipulated in 2 C.F.R. §§ 200.310 to 200.316.

.02 Insurance coverage

Recipients must provide insurance coverage for real property and equipment acquired or improved with Federal funds equivalent to that provided for property owned by the non-Federal entity. Federally-owned

⁴ “Standards for Internal Control in the Federal Government” issued by the Comptroller General of the United States - <http://www.gao.gov/assets/80/76455.pdf>, verified on 8/18/2015.

⁵ “Internal Control Integrated Framework,” issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO), Executive Summary - <http://www.coso.org/documents/Internal%20Control-Integrated%20Framework.pdf>, verified on 8/18/2015.

property need not be insured unless required by the terms and conditions of the Federal award. *See* 2 C.F.R. § 200.310.

.03 Real Property

- a. Real property or an interest in real property may not be acquired under an award without prior written approval of the Grants Officer.
- b. Title of real property. Subject to the obligations and conditions set forth in this section, title to real property acquired or improved under a Federal award will vest upon acquisition in the non-Federal entity.
- c. Use. Except as otherwise provided by Federal statutes or by the Council, real property must be used for the originally authorized purpose as long as needed for that purpose, during which time the non-Federal entity must not dispose of or encumber its title or any other interest therein.
- d. Willing Sellers. Land or interest in land may only be acquired by purchase, exchange or donation from a willing seller in accordance with the requirements in 31 C.F.R. § 34.803(f).
- e. Federal Acquisitions. Funds may not be used to acquire land in fee title by the Federal Government unless the exceptions in 31 C.F.R. § 34.803(g) are met.
- f. Disposition. When real property is no longer needed for the originally authorized purpose, the non-Federal entity must obtain disposition instructions from the Council or pass-through entity. The instructions will provide that the non-Federal entity do one of the following:
 - 1. Retain title after compensating the Council. The amount paid to Council will be computed by applying the Council's percentage of participation in the cost of the original purchase (and costs of any improvements) to the fair market value of the property. However, if the non-Federal entity is disposing of real property acquired or improved with a Federal award and acquiring replacement real property under the same Federal award, the net proceeds from the disposition may be used as an offset to the cost of the replacement property.
 - 2. Sell the property and compensate the Council. The amount due to the Council will be calculated by applying the Council's percentage of participation in the cost of the original purchase (and cost of any improvements) to the proceeds of the sale after deduction of any actual and reasonable selling and fixing-up expenses. If the Federal award has not been closed out, the net proceeds from sale may be offset against the original cost of the property. When the non-Federal entity is directed to sell property, it must utilize sales procedures that provide for competition to the extent practicable and result in the highest possible return.
 - 3. Transfer title to the Council or to a third party designated or approved by the Council. The non-Federal entity is entitled to be paid an amount calculated by applying the non-Federal entity's percentage of participation in the purchase of the real property (and cost of any improvements) to the current fair market value of the property.
- g. The Grants Officer may require the non-Federal entity to submit the Tangible Personal Property Report (Form SF-428 or successor form), and/or Real Property Status Report (Form SF-429 or successor form), including applicable attachments to each form, in connection with the reporting of tangible personal property or of real property acquired or improved, in whole or in part, under a Council financial assistance award. The Grants Officer may also require the non-Federal entity to

submit Form SF-428 and/or Form SF-429, or successor forms, in connection with a non-Federal entity's request to acquire, encumber, dispose of, or take any other action pertaining to tangible personal property or to real property acquired or improved, in whole or in part, under a Council financial assistance award.

.04 Federally-owned and Exempt Federally-owned Property

- a. Title to Federally-owned property⁶ remains vested in the Federal government. The non-Federal entity must submit annually an inventory listing of Federally-owned property in its custody to the Grants Officer. Upon completion of the Federal award or when the property is no longer needed, the non-Federal entity must report the property to the Grants Officer for further Council utilization. If the Council has no further need for the property, it must declare the property excess and report it for disposal to the appropriate Federal disposal authority, unless the Council has statutory authority to dispose of the property by alternative methods (e.g., the authority provided by the Federal Technology Transfer Act (15 U.S.C. § 3710 (i)) to donate research equipment to educational and non-profit organizations in accordance with Executive Order 12999, "Educational Technology: Ensuring Opportunity for All Children in the Next Century."). The Council will issue appropriate instructions to the non-Federal entity. The Council may exercise this option when statutory authority exists.
- b. Absent statutory authority and specific terms and conditions of the Federal award, title to exempt Federally-owned property acquired under the Federal award remains with the Federal government.
- c. The Grants Officer may require the non-Federal entity to submit the Tangible Personal Property Report (Form SF-428 or successor form), and/or Real Property Status Report (Form SF-429 or successor form), including applicable attachments to each form, in connection with the reporting of Federally-owned property that is in the non-Federal entity's custody pursuant to a Council financial assistance award or with a non-Federal entity's request to acquire, encumber, dispose of, or take any other action pertaining to Federally-owned property.

.05 Equipment

- a. Recipients must comply with the equipment standards provided in 2 C.F.R. §§ 200.313 "Equipment" and 200.439 "Equipment and other capital expenditures."
- b. American-Made Equipment and Products. Recipients are hereby notified that they are encouraged, to the greatest extent practicable, to purchase American-made equipment and products with funding provided under this award.
- c. Use, management, and disposition of equipment acquired.
 - 1. For recipients that are States: The recipient must use, manage and dispose of equipment acquired under this award in accordance with state laws and procedures.
 - 2. For recipients that are not States: Equipment must be used by the recipient in the program or project for which it was acquired as long as needed, whether or not the project or program

⁶ Federally-owned property as defined in 2 C.F.R. § 200.312 means property acquired under a Federal award where the title vests with the Federal government. Exempt Federally-owned property means property acquired under a Federal award where the Federal awarding agency has chosen to vest title to the property to the non-Federal entity without further obligation to the Federal Government, based upon the explicit terms and conditions of the Federal award.

continues to be supported by the Federal award. Before disposing of equipment during the period of performance, the recipient must seek disposition instructions from the Grants Officer for equipment acquired under this award if the current fair market value of the equipment is greater than \$5,000 per unit. Disposition instructions must be requested by submitting a completed “Tangible Personal Property Report” (SF-428 or any successor form) and the “Disposition Request/Report” (SF-428-C or any successor form). In addition, not later than 60 days after the end of the period of performance, the recipient must submit to the Grants Officer a completed SF-428 and “Final Report Form” (SF-428-B or any successor form) if the recipient retains any equipment with a current fair market value greater than \$5,000 per unit.

.06 Supplies

- a. Title to supplies vests in the non-Federal entity upon acquisition. If residual inventory of unused supplies exceeds \$5,000 in total aggregate value upon termination or completion of the project or program and the supplies are not needed for any other Federal award, then the non-Federal entity may retain the supplies for use on other activities or sell them, but must, in either case, compensate the Federal government for its share. The amount of compensation must be computed in the same manner as for equipment as prescribed in 2 C.F.R. § 200.313 “Equipment”; *see* 200.313(e)(2) for the calculation methodology. *See also* 2 C.F.R. § 200.453 “Materials and supplies costs, including costs of computing devices.” The recipient must report the value and the retention or sale of such supplies by submitting to the Grants Officer a completed “Tangible Personal Property Report” (SF-428 or any successor form) and “Final Report Form” (SF-428-B or any successor form) no later than 60 days after the end of the period of performance.
- b. As long as the Federal government retains an interest in the supplies, the non-Federal entity must not use supplies acquired under a Federal award to provide services to other organizations for a fee that is less than private companies charge for equivalent services, unless specifically authorized by Federal statute.

.07 Intangible Property

- a. Title to intangible⁷ property acquired under a Federal award vests upon acquisition in the non-Federal entity.
- b. The non-Federal entity must use intangible property for the originally-authorized purpose, and must not encumber the property without the prior written approval of the Council. When no longer needed for the originally authorized purpose, disposition of the intangible property must occur in accordance with the provisions in 2 C.F.R. § 200.313(e).
- c. The non-Federal entity may copyright any work that is subject to copyright and was developed, or for which ownership was acquired, under a Federal award. The Council reserves a royalty-free, perpetual, nonexclusive and irrevocable license to reproduce, publish, distribute, exhibit, and/or otherwise use and exploit the work throughout the world in all media now known or hereafter devised, and to authorize others to do so for Federal purposes.

⁷ Intangible property as defined by 2 C.F.R. § 200.59 means property having no physical existence, such as trademarks, copyrights, patents and patent applications and property, such as loans, notes and other debt instruments, lease agreements, stock and other instruments of property ownership (whether the property is tangible or intangible).

- d. The non-Federal entity is subject to applicable regulations governing patents and inventions, including governmentwide regulations issued by the Department of Commerce at 37 C.F.R. part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Awards, Contracts and Cooperative Agreements.”
- e. The Federal government has the right, perpetually throughout the world in all media now known or hereafter devised, to:
 - 1. Obtain, reproduce, publish, distribute, exhibit, and/or otherwise use and exploit the data produced under a Federal award; and
 - 2. Authorize others to do so for Federal purposes.
- f. Freedom of Information Act (FOIA). Pursuant to 2 C.F.R. § 200.315(e), in response to a FOIA request for research data relating to published research findings⁸ produced under a Federal award that were used by the Federal government in developing an agency action that has the force and effect of law, the Council will request, and the non-Federal entity must provide, within a reasonable time, the research data⁹ so that such data can be made available to the public through the procedures established under the FOIA. If the Council obtains the research data solely in response to a FOIA request, the Council may charge the requester a reasonable fee equal to the full incremental cost of obtaining the research data that reflects the costs incurred by the Council and the non-Federal entity. Pursuant to 5 U.S.C. § 552(a)(4)(A), this fee is in addition to any fees the Council may assess under the FOIA.

.08 Property Trust Relationship

Real property, equipment and intangible property acquired or improved with a Federal award must be held in trust by the non-Federal entity as trustee for the beneficiaries of the project or program under which the property was acquired or improved. The Council may require the non-Federal entity to record liens or other appropriate notices of record to indicate that personal or real property has been acquired or improved with a Federal award and that use and disposition conditions apply to the property.

F. PROCUREMENT STANDARDS

Pursuant to 2 C.F.R. § 200.317, when procuring property and services under this Federal award, a State must follow the same policies and procedures it uses for procurements from its non-Federal funds. The

⁸ Published research findings (as defined by 2 C.F.R. § 200.315(e)(2)) means findings are published in a peer-reviewed scientific or technical journal; or a Federal agency publicly and officially cites the research findings in support of an agency action that has the force and effect of law. Used by the Federal government in developing an “agency action that has the force and effect of law” is defined as when an agency publicly and officially cites the research findings in support of an agency action that has the force and effect of law.

⁹ As defined by 2 C.F.R. § 200.315(e)(3), research data means the recorded factual material commonly accepted in the scientific community as necessary to validate research findings, but not any of the following: preliminary analyses, drafts of scientific papers, plans for future research, peer reviews, or communications with colleagues. This “recorded” material excludes physical objects (e.g., laboratory samples). Research data also do not include: trade secrets, commercial information, materials necessary to be held confidential by a researcher until they are published, or similar information which is protected under law; and personnel and medical information and similar information the disclosure of which would constitute a clearly unwarranted invasion of personal privacy, such as information that could be used to identify a particular person in a research study.

State will comply with 2 C.F.R. § 200.322 “Procurement of recovered materials,” and the State must ensure that every purchase order or other contract includes any clauses required by section 2 C.F.R. § 200.326 “Contract provisions.” All other non-Federal entities, including subrecipients of a State, will follow the requirements of 2 C.F.R. §§ 200.318 “General procurement standards” through 200.326 “Contract provisions.”

- a. For recipients that are States: When executing procurement actions under the award, the recipient must follow the same policies and procedures it uses for procurements from its non-Federal funds. The recipient must ensure that every purchase order or other contract contains any clauses required by federal statutes and EOs and their implementing regulations, including all of the provisions listed in Appendix II to 2 C.F.R. Part 200 “Contract Provisions for Non-Federal Entity Contracts under Federal Awards,” as well as any other provisions required by law or regulations.
- b. For recipients that are not States: The recipient must follow all procurement requirements set forth in 2 C.F.R. §§ 200.318, 200.319, 200.320, 200.321, 200.323, 200.324, and 200.325. In addition, all contracts executed by the recipient to accomplish the approved scope of work must contain any clauses required by federal statutes and EOs and their implementing regulations, including all of the provisions listed in Appendix II to 2 C.F.R. Part 200 “Contract Provisions for Non-Federal Entity Contracts under Federal Awards.”

G. NON-DISCRIMINATION REQUIREMENTS

No person in the United States shall, on the ground of race, color, national origin, handicap, age, religion, or sex, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity receiving Federal financial assistance. The non-Federal entity shall comply with the non-discrimination requirements below:

.01 Statutory Provisions

- a. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d *et seq.*) and any Council regulations and policies promulgated pursuant to its authority prohibit discrimination on the grounds of race, color, or national origin under programs or activities receiving Federal financial assistance;
- b. Title IX of the Education Amendments of 1972 (20 U.S.C. §§ 1681 *et seq.*) prohibits discrimination on the basis of sex under Federally assisted education programs or activities;
- c. The Americans with Disabilities Act of 1990 (ADA) (42 U.S.C. §§ 12101 *et seq.*) prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto, as well as public or private entities that provide public transportation;
- d. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), and any Council regulations and policies promulgated pursuant to its authority prohibit discrimination on the basis of handicap under any program or activity receiving or benefiting from Federal assistance.
- e. Revised ADA Standards for Accessible Design for Construction Awards revised regulations implementing Title II of the Americans with Disabilities Act (ADA) (28 C.F.R. part 35; 75 FR 56164, as amended by 76 FR 13285) and Title III of the ADA (28 C.F.R. part 36; 75 FR 56164, as amended by 76 FR 13286) which adopted new enforceable accessibility standards called the “2010 ADA

Standards for Accessible Design” (2010 Standards). All new construction and alteration projects shall comply with the 2010 Standards.

- f. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 *et seq.*), and any Council regulations and policies promulgated pursuant to its authority prohibit discrimination on the basis of age in programs or activities receiving Federal financial assistance;
- g. Any other applicable non-discrimination law(s).

.02 Other Provisions

- a. Parts II and III of EO 11246, “Equal Employment Opportunity,” (30 FR 12319, 1965), as amended by EO 11375 (32 FR 14303, 1967) and EO 12086 (43 FR 46501, 1978), requiring Federally-assisted construction contracts to include the nondiscrimination provisions of §§ 202 and 203 of that EO and Department of Labor regulations implementing EO 11246 (41 C.F.R. § 60-1.4(b), 1991).
- b. EO 13166 (August 11, 2000), “Improving Access to Services for Persons With Limited English Proficiency,” requiring Federal agencies to examine the services provided, identify any need for services to those with limited English proficiency (LEP), and develop and implement a system to provide those services so LEP persons can have meaningful access to them.
- c. Pilot Program for Enhancement of Employee Whistleblower Protections. The National Defense Authorization Act (NDAA) for Fiscal Year (FY) 2013 (Pub. L. No. 112-239, enacted January 2, 2013 and codified at 41 U.S.C. § 4712) includes a pilot program of whistleblower protection. It applies to all Council awards, subawards, or contracts under awards issued beginning July 1, 2013 through January 1, 2017. The following provision implements that law:

In accordance with 41 U.S.C. § 4712, an employee of a non-Federal entity or contractor under a Federal award or subaward may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body information that the employee reasonably believes is evidence of gross mismanagement of a Federal award, subaward, or a contract under a Federal award or subaward, a gross waste of Federal funds, an abuse of authority relating to a Federal award or subaward or contract under a Federal award or subaward, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal award, subaward, or contract under a Federal award or subaward. These persons or bodies include:

1. A Member of Congress or a representative of a committee of Congress.
2. An Inspector General.
3. The Government Accountability Office.
4. A Federal employee responsible for contract or grant oversight or management at the relevant agency.
5. An authorized official of the Department of Justice or other law enforcement agency.
6. A court or grand jury.
7. A management official or other employee of the contractor, subcontractor, or grantee who has the responsibility to investigate, discover, or address misconduct.

Non-Federal entities shall inform their employees in writing of the rights and remedies provided under 41 U.S.C. § 4712, in the predominant native language of the workforce.

.03 Title VII Exemption for Religious Organizations

Generally, Title VII of the Civil Rights Act of 1964, 42 U.S.C. § 2000e *et seq.*, provides that it shall be an unlawful employment practice for an employer to discharge any individual or otherwise to discriminate against an individual with respect to compensation, terms, conditions, or privileges of employment because of such individual's race, color, religion, sex, or national origin. However, Title VII, 42 U.S.C. § 2000e-1(a), expressly exempts from the prohibition against discrimination on the basis of religion, a religious corporation, association, educational institution, or society with respect to the employment of individuals of a particular religion to perform work connected with the carrying on by such corporation, association, educational institution, or society of its activities.

H. RECORDS RETENTION

- a. The recipient must retain all records pertinent to this award for a period of no less than three years, beginning on a date as described in 2 C.F.R. § 200.333. While electronic storage of records (backed up as appropriate) is preferable, the recipient has the option to store records in hardcopy (paper) format. For the purposes of this section, the term "records" includes but is not limited to:
 1. Copies of all contracts and all documents related to a contract, including the Request for Proposal (RFP), all proposals/bids received, all meeting minutes or other documentation of the evaluation and selection of contractors, any disclosed conflicts of interest regarding a contract, all signed conflict of interest forms (if applicable), all conflict of interest and other procurement rules governing a particular contract, and any bid protests;
 2. Copies of all subawards, including the funding opportunity announcement or equivalent, all applications received, all meeting minutes or other documentation of the evaluation and selection of subrecipients, any disclosed conflicts of interest regarding a subaward, and all signed conflict of interest forms (if applicable);
 3. All documentation of site visits, reports, audits, and other monitoring of contractors (vendors) and subrecipients (if applicable);
 4. All financial and accounting records, including records of disbursements to contractors (vendors) and subrecipients, and documentation of the allowability of Administrative Costs charged to this award;
 5. All supporting documentation for the performance outcome and other information reported on the recipient's Financial Reports and Performance (Technical) Reports; and
 6. Any reports, publications, and data sets from any research conducted under this award.
- b. If any litigation, claim, investigation, or audit relating to this award or an activity funded with award funds is started before the expiration of the three year period, the records must be retained until all litigation, claims, investigations, or audit findings involving the records have been resolved and final action taken.

I. AUDITS

- a. Under the Government Accounting Office's authorities (5 U.S.C. § 701 et seq.) and the Inspector General Act of 1978, as amended, 5 U.S.C. App. 3, § 1 *et seq.*, an audit of the award may be conducted at any time. The Treasury Office of Inspector General (OIG), Government Accounting Office (GAO) and the Council are authorized to audit Council awards. See Section 1608 of the RESTORE Act; and see 31 C.F.R. §§ 34.205, 34.406, 34.508 and 34.805.
- b. The Treasury OIG (as specified in the RESTORE Act), or any of his or her duly authorized representatives, the GAO and the Council shall have timely and unrestricted access to any pertinent books, documents, papers, and records of the non-Federal entity, whether written, printed, recorded, produced, or reproduced by any electronic, mechanical, magnetic, or other process or medium, in order to make audits, inspections, excerpts, transcripts, or other examinations as authorized by law.
- c. If the Treasury OIG requires a program audit on a Council award, the OIG will usually make the arrangements to audit the award, whether the audit is performed by OIG personnel, an independent accountant under contract with the Council, or any other Federal, state, or local audit entity.
- d. The Treasury OIG, the GAO, and the Council shall have the right during normal business hours to conduct announced and unannounced onsite and offsite physical visits of recipients and their subrecipients and contractors corresponding to the duration of their records retention obligation for this award.

.01 Organization-Wide, Program-Specific, and Project Audits

- a. Organization-wide or program-specific audits must be performed in accordance with the Single Audit Act Amendments of 1996, as implemented by 2 C.F.R. part 200, Subpart F, "Audit Requirements." Recipients that are subject to the provisions of 2 C.F.R. part 200, Subpart F and that expend \$750,000 or more in a year in Federal awards must have an audit conducted for that year in accordance with the requirements contained in 2 C.F.R. part 200, Subpart F. A copy of the audit shall be submitted to the Bureau of the Census, which has been designated by OMB as a central clearinghouse, by electronic submission to the Federal Audit Clearinghouse [website](http://harvester.census.gov/sac/).¹⁰ If it is necessary to submit by paper, the address for submission is:

Federal Audit Clearinghouse
Bureau of the Census
1201 E. 10th Street
Jeffersonville, IN 47132

- b. Except for the provisions for biennial audits provided in paragraphs (1) and (2) of this section, audits required must be performed annually. Any biennial audit must cover both years within the biennial period.
 1. A State, local government, or Indian tribe that is required by constitution or statute, in effect on January 1, 1987, to undergo its audits less frequently than annually, is permitted to undergo its audits pursuant to this part biennially. This requirement must still be in effect for the biennial period.

¹⁰ Federal Audit Clearinghouse website - <http://harvester.census.gov/sac/>, verified on 6/5/2015.

2. Any nonprofit organization that had biennial audits for all biennial periods ending between July 1, 1992, and January 1, 1995, is permitted to undergo its audits pursuant to this part biennially.
- c. Council programs may have specific audit guidelines that will be incorporated into the award. When the Council does not have a program-specific audit guide available for the program, the auditor will follow the requirements for a program-specific audit as described in 2 C.F.R. § 200.507. The non-Federal entity may include a line item in the budget for the cost of the audit for approval. A copy of the program-specific audit shall be submitted to the Grants Officer and to the OIG at OIGCounsel@oig.treas.gov or if e-mail is unavailable, submission to the OIG can be made at the following address:

Treasury Office of Inspector General
1500 Pennsylvania Ave. NW
Washington, DC 20220

.02 Audit Resolution Process

- a. An audit of the award may result in the disallowance of costs incurred by the non-Federal entity and the establishment of a debt (account receivable) due the Council. For this reason, the non-Federal entity should take seriously its responsibility to respond to all audit findings and recommendations with adequate explanations and supporting evidence whenever audit results are disputed.
- b. A non-Federal entity whose award is audited has the following opportunities to dispute the proposed disallowance of costs and the establishment of a debt:
 1. Unless the Inspector General determines otherwise, the non-Federal entity has 30 days after the date of the transmittal of the draft audit report to submit written comments and documentary evidence.
 2. The non-Federal entity has 30 days after the date of the transmittal of the final audit report to submit written comments and documentary evidence. There will be no extension of this deadline.
 3. The Council will review the documentary evidence submitted by the non-Federal entity and notify the non-Federal entity of the results in an *Audit Resolution Determination Letter*. The non-Federal entity has 30 days after the date of receipt of the *Audit Resolution Determination Letter* to submit a written appeal. There will be no extension of this deadline. The appeal is the last opportunity for the non-Federal entity to submit written comments and documentary evidence that dispute the validity of the audit resolution determination.
 4. An appeal of the Audit Resolution Determination does not prevent the establishment of the audit-related debt nor does it prevent the accrual of interest on the debt. If the Audit Resolution Determination is overruled or modified on appeal, appropriate corrective action will be taken retroactively. An appeal will stay the offset of funds owed by the auditee against funds due to the auditee.
 5. The Council will review the non-Federal entity's appeal and notify the non-Federal entity of the results in an *Appeal Determination Letter*. After the opportunity to appeal has expired or after the appeal determination has been rendered, the Council will not accept any further documentary evidence from the non-Federal entity. No other administrative appeals to the Council are available.

J. DEBTS

.01 Payment of Debts Owed the Federal Government

- a. The non-Federal entity must promptly pay any debts determined to be owed the Federal Government. Council debt collection procedures are set out in 2 C.F.R. part 200, Subpart D. In accordance with 2 C.F.R. § 200.345, delinquent debt includes any funds paid to the non-Federal entity in excess of the amount to which the non-Federal entity is finally determined to be entitled under the terms of the Federal award, constituting a debt to the Federal government (this includes a post-delinquency payment agreement) unless other satisfactory payment arrangements have been made. In accordance with 2 C.F.R. § 200.345, failure to pay a debt by the due date, or if there is no due date, within 90 calendar days after demand, shall result in the assessment of interest, penalties and administrative costs in accordance with the provisions of 31 U.S.C. § 3717 and 31 C.F.R. parts 900 through 999. The Council will transfer any debt that is more than 180 days delinquent to the Bureau of the Fiscal Service for debt collection services, a process known as “cross-servicing,” pursuant to 31 U.S.C. § 3711(g), 31 C.F.R. § 285.12 and any Council regulations and policies promulgated pursuant to its authority, and may result in the Council taking further action as specified in Section B.06 “Non-Compliance With Award Provisions” Above. Funds for payment of a debt shall not come from other Federally-sponsored programs. Verification that other Federal funds have not been used will be made (e.g., during on-site visits and audits).
- b. If a non-Federal entity fails to repay a debt within 90 calendar days after the demand, the Council may reduce the debt by: (1) Making an administrative offset against other requests for reimbursements; (2) Withholding advance payments otherwise due to the non-Federal entity; or (3) Other action permitted by Federal statute. *See* 2 C.F.R. § 200.345(a).

.02 Late Payment Charges

- a. Interest shall be assessed on the delinquent debt in accordance with section 3717(a) of the Debt Collection Act of 1982, as amended (31 U.S.C. § 3701 *et seq.*). The minimum annual interest rate to be assessed is the [Department of the Treasury’s Current Value of Funds Rate \(CVFR\)](#).¹¹ The CVFR is published by the Department of the Treasury in the [Federal Register](#)¹² and in the [Treasury Financial Manual Bulletin](#).¹³ The assessed rate shall remain fixed for the duration of the indebtedness.
- b. Penalties shall accrue at a rate of not more than six percent (6%) per year or such higher rate as authorized by law.
- c. Administrative charges, that is, the costs of processing and handling a delinquent debt, are determined by the Council.

¹¹ Department of the Treasury’s Current Value of Funds Rate (CVFR) webpage - https://www.fiscal.treasury.gov/fsreports/rpt/cvfr/cvfr_home.htm, verified 8/18/2015.

¹² Federal Register website - <http://www.gpo.gov/fdsys/browse/collection.action?collectionCode=FR> and <http://www.federalregister.gov/>, verified 8/18/2015.

¹³ Treasury Financial Manual Bulletin website - <http://tfm.fiscal.treasury.gov/v1/bull.html>, verified 8/18/2015.

.03 Effect of Judgment Lien on Eligibility for Federal Grants, Loans, or Programs

Pursuant to 28 U.S.C. § 3201(e), unless waived by the Council a debtor who has a judgment lien against the debtor's property for a debt to the United States shall not be eligible to receive any grant or loan that is made, insured, guaranteed, or financed directly or indirectly by the United States or to receive funds directly from the Federal Government in any program, except funds to which the debtor is entitled as beneficiary, until the judgment is paid in full or otherwise satisfied.

K. GOVERNMENTWIDE DEBARMENT AND SUSPENSION

The non-Federal entity shall comply with the provisions of 2 C.F.R. Part 180, "OMB Guidelines To Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," which generally prohibit entities, and their principals, that have been debarred, suspended, or voluntarily excluded from participating in Federal nonprocurement transactions either through primary or lower tier covered transactions, and which sets forth the responsibilities of recipients of Federal financial assistance regarding transactions with other persons, including subrecipients and contractors.

L. LOBBYING RESTRICTIONS

.01 Statutory Provisions

The non-Federal entity shall comply with 2 C.F.R. § 200.450 ("Lobbying"), which incorporates the provisions of 31 U.S.C. § 1352, the "New Restrictions on Lobbying" published at 55 FR 6736 (February 26, 1990), and OMB guidance and notices on lobbying restrictions. In addition, non-Federal entities must comply with any Council regulations and policies promulgated pursuant to its authority. These provisions prohibit the use of Federal funds for lobbying the executive or legislative branches of the Federal Government in connection with the award, and require the disclosure of the use of non-Federal funds for lobbying. Executive lobbying costs, i.e., costs incurred in attempting to improperly influence¹⁴ either directly or indirectly an employee or officer of the executive branch of the Federal government to give consideration or to act regarding a Federal award or a regulatory matter, are unallowable costs. See 2 C.F.R. § 200.450(b) and (c).

.02 Disclosure of Lobbying Activities

The non-Federal entity receiving in excess of \$100,000 in Federal funding shall submit a completed Form SF-LLL or any successor form, "Disclosure of Lobbying Activities," regarding the use of non-Federal funds for lobbying. The Form SF-LLL shall be submitted within 30 days following the end of the calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any disclosure form previously filed. The non-Federal entity must submit any required Forms SF-LLL, including those received from subrecipients, contractors, and subcontractors, to the Grants Officer. See 31 U.S.C. § 1352.

¹⁴ To improperly influence means any influence that induces or tends to induce a Federal employee or officer to give consideration or to act regarding a Federal award or regulatory matter on any basis other than the merits of the matter.

M. REMEDIES FOR NONCOMPLIANCE

- a. If a non-Federal entity fails to comply with Federal statutes, regulations or the terms and conditions of a Federal award, the Council or pass-through entity may impose additional conditions, as described in 2 C.F.R. § 200.207 “Specific conditions” (e.g., requiring additional reporting or more frequent submission of the Financial or Performance (Technical) Reports; requiring additional activity, project, or program monitoring; requiring the recipient or one or more of its subrecipients to obtain technical or management assistance; or establishing additional actions that require prior approval). If the Council or pass-through entity determines that noncompliance cannot be remedied by imposing additional conditions, pursuant to 2 C.F.R. § 200.338, the Council or pass-through entity may take one or more of the following actions, as appropriate in the circumstances:
1. Temporarily withhold cash payments pending correction of the deficiency by the non-Federal entity or more severe enforcement action by the Council or pass-through entity.
 2. Disallow (that is, deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance.
 3. Wholly or partly suspend or terminate the Federal award.
 4. Initiate suspension or debarment proceedings as authorized under 2 C.F.R. part 180 and Council regulations (or in the case of a pass-through entity, recommend such a proceeding be initiated by the Council).
 5. Withhold further Federal awards for the project or program.
 6. Take other remedies that may be legally available.

The Council will notify the recipient in writing of the Council’s proposed determination that an instance of non-compliance has occurred, provide details regarding the instance of noncompliance, and indicate the remedy that the Council proposes to pursue. The recipient will then have 30 calendar days to respond and provide information and documentation contesting the Council’s proposed determination or suggesting an alternative remedy. The Council will consider information provided by the recipient and issue a final determination in writing, which will state the Council’s final findings regarding noncompliance and the remedy to be imposed.

- b. RESTORE Act-Specific Remedy for Non-compliance
1. If the Council determines that the recipient has expended funds to cover the cost of any ineligible activities, in addition to the remedies available in this section, the Council, in coordination with the U.S. Department of Treasury (“Treasury”), will make no additional payments to the recipient from the RESTORE Trust Fund, including no payments from the RESTORE Trust Fund for activities, projects, or programs under any other RESTORE Act Component until the recipient has either (a) deposited an amount equal to the amount expended for the ineligible activities in the RESTORE Trust Fund, or (b) the Council, in coordination with Treasury, has authorized the recipient to expend an equal amount from the recipient’s own funds for an activity that meets the requirements of the RESTORE Act. *See* 33 U.S.C. § 1321(t)(1)(G) and (H), and *see* 31 C.F.R. § 34.804 “Noncompliance.”

2. If the Council determines that the recipient has materially violated the terms of the award, the Council, in coordination with Treasury, will make no additional funds available to the recipient from any part of the RESTORE Trust Fund until the recipient corrects the violation.
- c. In extraordinary circumstances, the Council may require that any of the remedies above take effect immediately upon notice in writing to the recipient. In such cases, the recipient may contest the Council's determination or suggest an alternative remedy in writing to the Council, and the Council will issue a final determination.
 - d. Instead of, or in addition to, the remedies listed above, the Council may refer the noncompliance to the Treasury OIG for investigation or audit, pursuant to 31 C.F.R. § 34.805 "Treasury Inspector General." The Council will refer all allegations of fraud, waste, or abuse to the Treasury OIG.
 - e. Termination. In accordance with 2 C.F.R. § 200.339, when a Federal award is terminated or partially terminated, both the Council or pass-through entity and the non-Federal entity remain responsible for compliance with the requirements in 2 C.F.R. §§ 200.343 "Closeout" and 200.344 "Post-closeout adjustments and continuing responsibilities."
1. The Federal award may be terminated in whole or in part as follows:
 - i. By the Council or pass-through entity, if a non-Federal entity fails to comply with the terms and conditions of a Federal award;
 - ii. By the Council or pass-through entity for cause;
 - iii. By the Council or pass-through entity with the consent of the non-Federal entity, in which case the two parties will agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated; or
 - iv. By the non-Federal entity upon sending to the Council or pass-through entity written notification setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if the Council or pass-through entity determines in the case of partial termination that the reduced or modified portion of the Federal award or subaward will not accomplish the purposes for which the Federal award was made, the Council or pass-through entity may terminate the Federal award in its entirety.
 2. The Council or pass-through entity is required to provide a notice of termination to the non-federal entity, pursuant to 2 C.F.R. § 200.340:
 - i. If the Federal award is terminated for the non-Federal entity's failure to comply with the Federal statutes, regulations, or terms and conditions of the Federal award, the notification must state that the termination decision may be considered in evaluating future applications received from the non-Federal entity.
 - ii. Upon termination of a Federal award, the Council will provide the information required under FFATA to the Federal Web site established to fulfill the requirements of FFATA, and update or notify any other relevant governmentwide systems or entities of any indications of poor performance as required by 41 U.S.C. § 417b and 31 U.S.C. § 3321 and implementing guidance at 2 C.F.R. part 77. See also 2 C.F.R. part 180 for the requirements for Suspension and Debarment.

N. CODES OF CONDUCT AND SUBAWARD, CONTRACT, AND SUBCONTRACT PROVISIONS

.01 Code of Conduct for Recipients

- a. The non-Federal entity must immediately report any indication of fraud, waste, abuse or potential criminal activity pertaining to grant funds to the Council, Treasury and the Treasury Inspector General in accordance with the requirements in 31 C.F.R. § 34.803(a).
- b. Pursuant to the certification in Form SF-424B, paragraph 3, or equivalent, the non-Federal entity must maintain written standards of conduct to establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain in the administration of this award.
- c. Non-Federal entities must comply with the requirements of 2 C.F.R. § 200.318 “General procurement standards,” including maintaining written standards of conduct covering conflicts of interest and governing the performance of its employees engaged in the selection, award and administration of contracts. No employee, officer or agent shall participate in the selection, award or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to or planning to employ any of the foregoing parties, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees and agents of the non-Federal entity must neither solicit nor accept any gratuities, favors or anything of monetary value from contractors or parties to subcontracts. However, non-Federal entities may set written standards of conduct for circumstances in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. Such standards must provide for disciplinary actions to be taken for violations of the standards of conduct by officers, employees or agents of the non-Federal entity.

.02 Applicability of Award Provisions to Subrecipients

- a. The non-Federal entity shall require all subrecipients, including lower tier subrecipients, under the award to comply with the provisions of the award, including applicable cost principles, administrative provisions, audit requirements, and all associated terms and conditions. *See* 2 C.F.R. part 200, Subpart D, “Subrecipient Monitoring and Management” *and see* 2 C.F.R. § 200.101(b)(1). Additionally, the non-Federal entity must perform all responsibilities required of a pass-through entity, as specified in 2 C.F.R. Part 200, including evaluating and documenting a subrecipient’s risk of noncompliance; providing training and technical assistance necessary to complete the subaward activities; monitoring the performance of the subrecipient; and taking any necessary enforcement actions against a noncompliant subrecipient. *See* 2 C.F.R. § 200.331 “Requirements for pass through entities.”
- b. Prior to dispersing funds to a subrecipient, the recipient must execute a legally-binding written agreement with the entity receiving the subaward in accordance with the requirements in 31 C.F.R. § 34.803(c). The written agreement shall extend all applicable program requirements to the subrecipient. The written agreement must include a requirement that the contractor or subrecipient retain all records in compliance with 2 C.F.R. § 200.333.
- c. A non-Federal entity is responsible for subrecipient monitoring, including the following:

1. Federal Award Identification. The non-Federal entity must ensure that each subaward includes the following information and applicable compliance requirements at the time of the subaward. If any of these data elements change, the pass through entity must include the changes in a subsequent subaward modification. When some of this information is not available, the pass-through entity must provide the best information available to describe the Federal award and subaward.
 - i. Subrecipient name (which must match the registered name in DUNS);
 - ii. Subrecipient's DUNS number (*see* 2 C.F.R. § 200.32 "Data Universal Numbering System (DUNS) number");
 - iii. Federal Award Identification Number (FAIN);
 - iv. Federal Award Date (*see* 2 C.F.R. § 200.39 "Federal award date");
 - v. Subaward Period of Performance Start and End Date;
 - vi. Amount of Federal Funds Obligated by this action;
 - vii. Total Amount of Federal Funds Obligated to the subrecipient;
 - viii. Total Amount of the Federal Award;
 - ix. Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA);
 - x. Name of Federal awarding agency, pass-through entity and contact information for awarding official;
 - xi. CFDA Number and Name; the pass-through entity must identify the dollar amount made available under each Federal award and the CFDA number at time of disbursement;
 - xii. Identification of whether the award is for research and development (R&D); and
 - xiii. Indirect cost rate for the Federal award (including whether the *de minimis* rate is charged per 2 C.F.R. § 200.414 "Indirect (F&A) costs").
2. Award Monitoring. The non-Federal entity is responsible for oversight of the operations of the Federal award supported activities. The non-Federal entity must monitor its activities under Federal awards to assure that compliance with applicable Federal requirements and performance expectations are being achieved. Monitoring by the non-Federal entity must cover each program, function or activity. *See* 2 C.F.R. §§ 200.328 "Monitoring and reporting program performance," and 200.331 "Requirements for pass-through entities." The non-Federal entity shall monitor activities of the subrecipient through reporting, site visits, regular contact, or other means, as necessary to ensure that the subaward is used solely for authorized purposes, in compliance with Federal statutes, regulations and the terms and conditions of the subaward; and that subaward performance goals are achieved. Pass-through entity monitoring of the subrecipient must include:
 - i. Reviewing financial and programmatic reports required by the pass-through entity.
 - ii. Following-up and ensuring that the subrecipient takes timely and appropriate action on all deficiencies pertaining to the Federal award provided to the subrecipient from the pass-through entity detected through audits, on-site reviews, and other means.
 - iii. Issuing a management decision for audit findings pertaining to the Federal award provided to the subrecipient from the pass-through entity as required by 2 C.F.R. § 200.521 "Management decision."
3. Subrecipient Audits. The non-Federal entity is responsible for ensuring that subrecipients expending \$750,000 or more in Federal awards during the subrecipient's fiscal year have met the audit requirements of 2 C.F.R. part 200, Subpart F, "Audit Requirements," and that the required audits are completed within nine (9) months after the end of the subrecipient's audit period. In addition, the non-Federal entity is required to issue a management decision on audit findings within six (6) months after receipt of the subrecipient's audit report, and to ensure that the

subrecipient takes timely and appropriate corrective action on all audit findings. Pursuant to 2 C.F.R. § 200.505, in cases of continued inability or unwillingness to have an audit conducted in accordance with this part, Federal agencies and pass-through entities must take appropriate action as provided in 2 C.F.R. § 200.338 “Remedies for noncompliance.”

.03 Competition and Codes of Conduct for Subawards

- a. Unless otherwise approved in writing in advance by the Grants Officer, all subawards will be made in a manner to provide, to the maximum extent practicable, open and free competition in accordance with the requirements of 2 C.F.R. §§ 200.317 through 200.326 “Procurement Standards.” The non-Federal entity must be alert to organizational conflicts of interest as well as other practices among subrecipients that may restrict or eliminate competition. In order to ensure objective subrecipient performance and eliminate unfair competitive advantage, subrecipients that develop or draft work requirements, statements of work, or requests for proposals shall be excluded from competing for such subawards.
- b. The non-Federal entity must maintain written standards of conduct covering conflicts of interest and governing the performance of its employees engaged in the selection, award and administration of contracts. No employee, officer, or agent must participate in the selection, award, or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to or planning to employ any of the foregoing parties, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of the non-Federal entity shall neither solicit nor accept gratuities, favors or anything of monetary value from contractors or parties to subcontracts. However, non-Federal entities may set standards of conduct for circumstances in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. Such standards must provide for disciplinary actions to be taken for violations of the standards of conduct by officers, employees or agents of the non-Federal entity.
- c. If the non-Federal entity has a parent, affiliate or subsidiary organization that is not a State, local government or Indian tribe, the non-Federal entity must also maintain written standards of conduct covering organizational conflicts of interest, wherein relationships with a parent company, affiliate or subsidiary organization cause the non-Federal entity to be or appear to be unable to be impartial in conducting a procurement action involving such related organization.
- d. A financial interest may include employment, stock ownership, a creditor or debtor relationship, or prospective employment with the organization selected or to be selected for a subaward. An appearance of impairment of objectivity may result from an organizational conflict where, because of other activities or relationships with other persons or entities, a person is unable or potentially unable to render impartial assistance or advice. It may also result from non-financial gain to the individual, such as benefit to reputation or prestige in a professional field.

.04 Applicability of Provisions to Subawards, Contracts, and Subcontracts

- a. The non-Federal entity shall include the following notice in each request for applications or bids for a subaward, contract, or subcontract, as applicable:

Applicants or bidders for a lower tier covered transaction (except procurement contracts for goods and services under \$25,000 not requiring the consent of a Council official) are subject to 2 C.F.R. Part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).” In addition, applicants or bidders for a lower tier covered transaction for a subaward, contract, or subcontract greater than \$100,000 of Federal funds at any tier are subject to relevant statutes, including among others, the provisions of 31 U.S.C. 1352, as well as the common rule, “New Restrictions on Lobbying,” published at 55 FR 6736 (February 26, 1990), including definitions, and the Office of Management and Budget “Governmentwide Guidance for New Restrictions on Lobbying,” and notices published at 54 FR 52306 (December 20, 1989), 55 FR 24540 (June 15, 1990), 57 FR 1772 (January 15, 1992), and 61 FR 1412 (January 19, 1996).

When the recipient makes a subaward to a subrecipient that is authorized to enter into contracts for the purpose of completing the subaward scope of work, the recipient must require the subrecipient to comply with the requirements contained in this section.

- b. Pursuant to 2 C.F.R. Appendix II to part 200, “Contract Provisions for Non-Federal Entity Contracts Under Federal Awards,” and in addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable:
 1. Contracts for more than the Simplified Acquisition Threshold (\$150,000 as of 12-26-2013), which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. § 1908, must address administrative, contractual or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
 2. All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.
 3. Equal Employment Opportunity. Except as otherwise provided under 41 C.F.R. part 60, all contracts that meet the definition of “Federally assisted construction contract” in 41 C.F.R. part 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. 60-1.4(b), in accordance with EO 11246, “Equal Employment Opportunity” (30 F.R. 12319, 12935, 3 C.F.R. part, 1964-1965 Comp., p. 339), as amended by EO 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 C.F.R. part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”
 4. Davis-Bacon Act. When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. §§ 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Council. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of

Labor regulations (29 C.F.R. part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Council.

5. Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. part 5). Under 40 U.S.C. § 3702 of the Act, each contractor must 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 one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
6. Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the non-Federal entity or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the non-Federal entity or subrecipient must comply with the requirements of 37 C.F.R. part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.
7. 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 (42 U.S.C. § 6201).
8. Debarment and Suspension (Executive Orders 12549 and 12689). A contract award (*see* 2 C.F.R. § 180.220) must not be made to parties listed on the governmentwide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. part 180 that implement Executive Orders 12549 (3 C.F.R. part 1986 Comp., p. 189) and 12689 (3 C.F.R. part 1989 Comp., p. 235), “Debarment and Suspension.” The Excluded Parties List System in [SAM](#)¹⁵ contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
9. Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352). Contractors that apply or bid for an award of \$100,000 or more must file the required certification, a “Disclosure of Lobbying Activities” (Form SF-LLL or successor form). Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal

¹⁵ System for Award Management (SAM) website - <https://www.sam.gov>, verified 8/18/2015.

contract, grant or any other award covered by 31 U.S.C. § 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier-to-tier up to the Federal award recipient. The Form SF-LLL must be submitted within 15 days following the end of the calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any disclosure form previously filed. The non-Federal entity must submit all disclosure forms received, including those that report lobbying activity on its own behalf, to the Grants Officer within 30 days following the end of the calendar quarter.

10. Procurement of recovered materials (section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act). A state agency or agency of a political subdivision of a State and its contractors must comply with requirements of Section 6002 including procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
 11. Pilot Program for Enhancement of Employee Whistleblower Protections. The National Defense Authorization Act (NDAA) for Fiscal Year (FY) 2013 (Pub. L. No. 112-239, enacted January 2, 2013 and codified at 41 U.S.C. § 4712) includes a pilot program of whistleblower protection. It applies to all Council awards, subawards, or contracts under awards issued beginning July 1, 2013 through January 1, 2017. Non-Federal entities and contractors under Federal awards and subawards shall inform their employees in writing of the rights and remedies provided under 41 U.S.C. § 4712, in the predominant native language of the workforce. See section G.02 (c) of this document.
- c. The recipient must include in its legal agreement or contract with the subrecipient a requirement that the subrecipient make available to the Council, the Treasury OIG, and the GAO any documents, papers or other records, including electronic records, of the subrecipient, that are pertinent to this award, in order to make audits, investigations, examinations, excerpts, transcripts, and copies of such documents. This right also includes timely and reasonable access to the subrecipient's personnel for the purpose of interview and discussion related to such documents. This right of access shall continue as long as records are required to be retained.
 - d. The recipient and any subrecipients, contractors, or subcontractors must comply with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328), as applicable, which limit the political activities of employees whose principal employment activities are funded in whole or in part with federal funds.
 - e. When contracting, the non-Federal entity must take all necessary affirmative steps, as prescribed in 2 C.F.R. § 200.321(b), to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

.05 Subaward and/or Contract to a Federal Agency

- a. The non-Federal entity, subrecipient, contractor, and/or subcontractor shall not sub-grant or sub-contract any part of the approved project to any agency or employee of the Council and/or other

Federal department, agency, or instrumentality without the prior written approval of the Grants Officer.

- b. Requests for approval of such action must be submitted in writing to the Grants Officer. The Grants Officer will notify the non-Federal entity in writing of the final determination.

O. AMENDMENTS AND CLOSEOUT

- a. Amendments to an award must be requested in writing and require the written approval of the Grants Officer. The recipient must provide an explanation for the reason an amendment is requested. The Council reserves the right to amend the terms of the award when required by law or regulation.
- b. The non-Federal entity must comply with the closeout requirements as stipulated in 2 C.F.R. § 200.343. Closeout of the award does not affect any of the post-closeout adjustments and continuing responsibilities under 2 C.F.R. § 200.344.

P. ENVIRONMENTAL COMPLIANCE

Environmental impacts must be considered by Federal decision-makers in deciding whether or not to approve: (1) a proposal for Federal assistance; (2) such proposal with mitigation; or (3) a different proposal having less adverse environmental impacts. Federal environmental laws require that the funding agency initiate an early planning process that considers potential impacts that projects funded with Federal assistance may have on the environment. Non-Federal entities must comply with all applicable environmental laws, regulations and policies. Additionally, recipients may be required to assist the Council in complying with laws, regulations and policies applicable to Council actions. Laws, regulations, and policies potentially applicable to Council actions and/or recipients may include but are not limited to the statutes and EOs listed below. The Council does not make independent determinations of compliance with laws such as the Clean Water Act. Rather, the Council may require a recipient to provide information to the Council to demonstrate that the recipient has complied with or will comply with all such requirements. In some cases, if additional information is required after an application is selected, funds may be withheld by the Grants Officer under a special award condition requiring the recipient to submit additional information sufficient to enable the Council to make an assessment regarding compliance with applicable environmental laws, regulations and policies.

If a recipient is permitted to make any subawards, the recipient must include all of the environmental statutes, regulations and EOs listed below in any agreement or contract with a subrecipient, and require the subrecipient to comply with all of these and to notify the recipient if the subrecipient becomes aware of any impact on the environment that was not noted in the recipient's approved application package.

.01 The National Environmental Policy Act (42 U.S.C. § 4321 *et seq.*)

Council approval of financial assistance awards may be subject to the environmental review requirements of the National Environmental Policy Act (NEPA). In such cases, recipients of financial assistance awards may be required to assist the Council in complying with NEPA. For example, applicants may be required to assist the Council by providing information on a proposal's potential environmental impacts, or drafting or supplementing an environmental assessment or environmental impact statement if the Council determines such documentation is required. Independent of the Council's responsibility to comply with

NEPA, where appropriate, projects or programs funded by the Council may trigger Federal agency NEPA compliance duties involving a separate Federal action, such as the issuance of a Federal permit.

.02 The Endangered Species Act (16 U.S.C. § 1531 *et seq.*)

Council approval of financial assistance for project implementation is subject to compliance with section 7 of the Endangered Species Act (ESA). Recipients must identify any impact or activities that may involve a Federally-listed threatened or endangered species, or their designated critical habitat. Section 7 of the ESA requires every Federal agency to ensure that any action it authorizes, funds or carries out, in the United States or upon the high seas, is not likely to jeopardize the continued existence of any listed species or result in the destruction or adverse modification of designated critical habitat. Federal agencies have the responsibility for ensuring that a protected species or habitat does not incur adverse effects from actions taken under Federal assistance awards, and for conducting the required consultations with the National Marine Fisheries Service (NMFS) and the U.S. Fish and Wildlife Service under the Endangered Species Act, as applicable.

.03 Magnuson-Stevens Fishery Conservation and Management Act (16 U.S.C. § 1801 *et seq.*)

Recipients of financial assistance awards must identify to the Council any effects the award may have on essential fish habitat (EFH). Federal agencies which fund, permit, or carry out activities that may adversely impact EFH are required to consult with NMFS regarding the potential effects of their actions, and respond in writing to NMFS recommendations. These recommendations may include measures to avoid, minimize, mitigate, or otherwise offset adverse effects on EFH. In addition, NMFS is required to comment on any state agency activities that would impact EFH. Provided the specifications outlined in the regulations are met, EFH consultations will be incorporated into interagency procedures previously established under NEPA, the Endangered Species Act, Clean Water Act, Fish and Wildlife Coordination Act, or other applicable statutes.

.04 Clean Water Act Section 404 (33 U.S.C. § 1344 *et seq.*)

Clean Water Act (CWA) Section 404 regulates the discharge of dredged or fill material into waters of the United States, including wetlands. Activities in waters of the United States regulated under this program include fill for development, water resource projects (such as levees and some coastal restoration activities), and infrastructure development (such as highways and airports). CWA Section 404 requires a permit from the U.S. Army Corps of Engineers before dredged or fill material may be discharged into waters of the United States, unless the activity is exempt from Section 404 regulation (e.g., certain farming and forestry activities).

.05 The Migratory Bird Treaty Act (16 U.S.C. §§ 703-712), Bald and Golden Eagle Protection Act (16 U.S.C. § 668 *et seq.*), and Executive Order No. 13186, Responsibilities of Federal Agencies to Protect Migratory Birds

A number of prohibitions and limitations apply to projects that adversely impact migratory birds and bald and golden eagles. Executive Order 13186 directs Federal agencies to enter a Memorandum of Understanding with the U.S. Fish and Wildlife Service to promote conservation of migratory bird populations when a Federal action will have a measurable negative impact on migratory birds.

.06 National Historic Preservation Act (16 U.S.C. § 470 *et seq.*)

Council approval of financial assistance awards may be subject to Section 106 of the National Historic Preservation Act (NHPA). In such cases, recipients of financial assistance awards may be requested to assist the Council in identifying any adverse effects the award may have on properties included on or eligible for inclusion on the National Register of Historic Places. Pursuant to 36 C.F.R. § 800.2(c)(4), applicants and recipients may also be requested to assist the Council in initiating consultation with State or Tribal Historic Preservation Officers, Indian tribes, Native Hawaiian Organizations or other applicable interested parties as necessary to the Council's responsibilities to identify historic properties, assess adverse effects to them, and determine ways to avoid, minimize or mitigate adverse effects on historic properties.

Pursuant to guidelines issued by the National Park Service under the Abandoned Shipwreck Act (43 U.S.C. §§ 2101-2106), state and Federal agencies whose activities may disturb, alter, damage, or destroy State-owned shipwrecks must take into account the effect of the proposed activity on any state-owned shipwreck and afford the state agencies assigned management responsibility for state-owned shipwrecks a reasonable opportunity to comment on the proposed activity.

.07 Clean Air Act (42 U.S.C. § 7401 *et seq.*), Federal Water Pollution Control Act (33 U.S.C. § 1251 *et seq.*) (Clean Water Act), and Executive Order 11738 ("Providing for administration of the Clean Air Act and the Federal Water Pollution Control Act with respect to Federal contracts, grants or loans")

Recipients must comply with the provisions of the Clean Air Act (42 U.S.C. §§ 7401 *et seq.*), Clean Water Act (33 U.S.C. §§ 1251 *et seq.*), and Executive Order 11738. Recipients shall not use a facility that the Environmental Protection Agency (EPA) has placed on EPA's List of Violating Facilities (this list is incorporated into the Excluded Parties List System which is part of SAM) in performing any award that is nonexempt under subpart J of 2 C.F.R. part 1532.

.08 The Flood Disaster Protection Act (42 U.S.C. § 4002 *et seq.*)

Flood insurance, when available, is required for Federally-assisted construction or acquisition in areas having special flood hazards and flood-prone areas. When required, recipients will ensure that flood insurance is secured for their project(s).

.09 Executive Order 11988 ("Floodplain Management"), Executive Order 13690 ("Establishing a Federal Flood Risk Management Standard and a Process for Further Soliciting and Considering Stakeholder Input"), and Executive Order 11990 ("Protection of Wetlands")

Recipients must identify proposed actions located in a floodplain and/or wetlands to enable the Council to determine whether there is an alternative to minimize any potential harm. Floodplains are identified through a climate-informed science approach, adding 2-3 feet of elevation to the 100-year floodplain, or using the 500-year floodplain.

.10 Executive Order 13112 (“Invasive Species”)

Federal agencies must identify actions that may affect the status of invasive species and use relevant programs and authorities to: (i) prevent the introduction of invasive species; (ii) detect and respond rapidly to and control populations of such species in a cost-effective and environmentally sound manner; (iii) monitor invasive species populations accurately and reliably; (iv) provide for restoration of native species and habitat conditions in ecosystems that have been invaded; (v) conduct research on invasive species and develop technologies to prevent introduction and provide for environmentally sound control of invasive species; and (vi) promote public education on invasive species and the means to address them. In addition, an agency may not authorize, fund, or carry out actions that it believes are likely to cause or promote the introduction or spread of invasive species in the United States or elsewhere.

.11 The Coastal Zone Management Act (16 U.S.C. § 1451 *et seq.*)

Federally funded projects must be consistent with a coastal state’s approved management program for the coastal zone.

.12 The Coastal Barriers Resources Act (16 U.S.C. § 3501 *et seq.*)

Only in certain circumstances may Federal funding be provided for actions within a Coastal Barrier System. The Coastal Barriers Resources Act generally prohibits new Federal expenditures, including Federal grants, within specific units of the Coastal Barrier Resources System (CBRS). Although the Act restricts Federal expenditures for coastal barrier development, Section 6(a)(6)(A) contains an exemption for projects relating to the study, management, protection, or enhancement of fish and wildlife resources and habitats, including recreational projects. Section 6(a)(6)(G) also exempts nonstructural projects for shoreline stabilization that are designed to mimic, enhance or restore natural stabilization systems. However, care must be taken when interpreting any exemptions described, as they are limited to projects that are consistent with the purpose of this Act as interpreted by the lead agency, Department of Interior. Applicants should work with the U.S. Fish and Wildlife Service, which reviews proposals to determine whether a project falls within a protected unit and if so, whether an exception applies. Maps of the CBRS are available through the interactive U.S. Fish and Wildlife Service [Coastal Barrier Resources System Mapper](http://www.fws.gov/cbra/Maps/Mapper.html).¹⁶

.13 The Wild and Scenic Rivers Act (16 U.S.C. § 1271 *et seq.*)

This Act applies to awards that may affect existing or proposed components of the National Wild and Scenic Rivers system. Funded projects in the National Wild and Scenic Rivers system must be consistent with Wild and Scenic Rivers Act requirements.

.14 The Safe Drinking Water Act (42 U.S.C. § 300 *et seq.*)

The Sole Source Aquifer program under this statute precludes Federal financial assistance for any project that the EPA determines may contaminate a designated sole source aquifer through a recharge zone so as to create a significant hazard to public health.

¹⁶ U.S. Fish and Wildlife Service Interactive Coastal Barrier Resources System Mapper - <http://www.fws.gov/cbra/Maps/Mapper.html>, verified 8/18/2015.

.15 The Resource Conservation and Recovery Act (42 U.S.C. § 6901 et seq.)

This act regulates the generation, transportation, treatment, and disposal of hazardous wastes, and also provides that recipients of Federal funds that are state agencies or political subdivisions of states give preference in their procurement programs to the purchase of recycled products pursuant to EPA guidelines.

.16 The Comprehensive Environmental Response, Compensation, and Liability Act (Superfund) (42 U.S.C. § 9601 et seq.)

The Comprehensive Environmental Response, Compensation, and Liability Act (Superfund) (42 U.S.C. § 9601 et seq.), as amended by the Community Environmental Response Facilitation Act, provides the President with broad, discretionary response authorities to address actual and threatened releases of hazardous substances, as well as pollutants and contaminants where there is an imminent and substantial danger to public health and the environment. Section 103 of this Act contains specific reporting requirements and responsibilities and section 117 of the Act contains specific provisions designed to ensure meaningful public participation in the response process.

.17 Executive Order 12898 (“Environmental Justice in Minority Populations and Low Income Populations”)

This Order identifies and addresses adverse human health or environmental effects of programs, policies and activities on low income and minority populations. Consistent with EO 12898, recipients may be requested to help identify and address, as appropriate, disproportionate impacts to low income and minority populations which could result from their project.

.18 Rivers and Harbors Act (33 U.S.C. 407)

A permit may be required from the U.S. Army Corps of Engineers if the proposed activity involves any work in, over or under navigable waters of the United States. Recipients must identify any work (including structures) that will occur in, over or under navigable waters of the United States and obtain the appropriate permit, if applicable.

.19 Marine Protection, Research and Sanctuaries Act (Pub. L. 92-532, as amended), National Marine Sanctuaries Act (16 U.S.C. 1431 et seq.), and Executive Order 13089 (“Coral Reef Protection”)

The Marine Protection, Research and Sanctuaries Act prohibits dumping of material into ocean waters beyond the territorial limit without a permit. Recipients must identify any potential ocean dumping of materials, obtain the appropriate permit, if applicable, and notify the Council. Under the National Marine Sanctuaries Act, Federal agencies are required to protect National Marine Sanctuary resources. Recipients must identify actions that are in or may affect a National Marine Sanctuary and notify the Council. EO 13089 requires that any actions authorized or funded by Federal agencies not degrade the condition of coral reef ecosystems. Recipients must identify any action that might affect a coral reef ecosystem and notify the Council.

.20 Executive Order 13653 (“Preparing the United States for the Impacts of Climate Change”)

This EO requires Federal agencies to identify and support smarter, more climate-resilient investments by States, local communities and tribes, including by providing incentives through agency guidance and grants. Recipients must identify and describe any project elements that promote climate resilience.

.21 Farmland Protection Policy Act (7 U.S.C. 4201 et seq.)

This act requires agency programs, to the extent possible, be compatible with state, local and private programs and policies to protect farmland from irreversible conversion to nonagricultural uses. Recipients must identify any irreversible conversion of farmland to nonagricultural uses as a result of their project.

.22 Fish and Wildlife Coordination Act (16 U.S.C. 661 et seq.)

During the planning of water resource development projects, agencies are required to give fish and wildlife resources equal consideration with other values. Additionally, the Fish and Wildlife Service and fish and wildlife agencies of States must be consulted whenever waters of any stream or other body of water are “proposed or authorized, permitted or licensed to be impounded, diverted... or otherwise controlled or modified” by any agency under a Federal permit or license.

Q. MISCELLANEOUS REQUIREMENTS

.01 Criminal and Prohibited Activities

- a. The Program Fraud Civil Remedies Act (31 U.S.C. § 3801 *et seq.*), provides for the imposition of civil penalties against persons who make false, fictitious or fraudulent claims to the Federal Government for money (including money representing grants, loans or other benefits).
- b. The False Claims Amendments Act and the False Statements Act (18 U.S.C. §§ 287 and 1001, respectively), provide that whoever makes or presents any false, fictitious or fraudulent statement, representation or claim against the United States shall be subject to imprisonment of not more than five years and shall be subject to a fine in the amount provided by 18 U.S.C. § 287.
- c. The Civil False Claims Act (31 U.S.C. § 3729 *et seq.*), provides that suits can be brought by the government, or a person on behalf of the government, for false claims made under Federal assistance programs.
- d. The Copeland “Anti-Kickback” Act (18 U.S.C. § 874), prohibits a person or organization engaged in a Federally-supported project from enticing an employee working on the project from giving up a part of his compensation under an employment contract. The Copeland “Anti-Kickback” Act also applies to contractors and subcontractors pursuant to 40 U.S.C. § 3145.

.02 Political Activities

The non-Federal entity must comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

.03 Drug-Free Workplace

The non-Federal entity shall comply with the provisions of the Drug-Free Workplace Act of 1988 (Pub. L. No. 100-690, Title V, Sec. 5153, as amended by Pub. L. No. 105-85, Div. A, Title VIII, Sec. 809, as codified at 41 U.S.C. § 8102) and any Council regulations and policies promulgated pursuant to its authority, which require that the non-Federal entity take steps to provide a drug-free workplace.

.04 Foreign Travel

- a. The non-Federal entity may not use funds from this award for travel outside of the United States unless the Grants Officer provides prior written approval. The non-Federal entity shall comply with the provisions of the Fly America Act (49 U.S.C. § 40118). The implementing regulations of the Fly America Act are found at 41 C.F.R. §§ 301-10.131 through 301-10.143.
- b. The Fly America Act requires that Federal travelers and others performing U.S. Government-financed air travel must use U.S. flag air carriers, to the extent that service by such carriers is available. Foreign air carriers may be used only in specific instances, such as when a U.S. flag air carrier is unavailable, or use of U.S. flag air carrier service will not accomplish the agency's mission.
- c. One exception to the requirement to fly U.S. flag carriers is transportation provided under a bilateral or multilateral air transport agreement, to which the United States Government and the government of a foreign country are parties, and which the Department of Transportation has determined meets the requirements of the Fly America Act pursuant to 49 U.S.C. § 40118(b). The United States Government has entered into bilateral/multilateral "Open Skies Agreements" (U.S. Government Procured Transportation) that allow Federally-funded transportation services for travel and cargo movements to use foreign air carriers under certain circumstances. There are multiple "Open Skies Agreements" currently in effect. For more information about the current bilateral and multilateral agreements, visit the [GSA website](#).¹⁷ Information on the Open Skies agreements (U.S. Government Procured Transportation) and other specific country agreements may be accessed via the [Department of State's website](#).¹⁸
- d. If a foreign air carrier is anticipated to be used for any portion of travel under a Council financial assistance award the non-Federal entity must obtain prior written approval from the Grants Officer. When requesting such approval, the non-Federal entity must provide a justification in accordance with guidance provided by 41 C.F.R. § 301-10.142, which requires the non-Federal entity to provide the Grants Officer with the following: name; dates of travel; origin and destination of travel; detailed itinerary of travel; name of the air carrier and flight number for each leg of the trip; and a statement explaining why the non-Federal entity meets one of the exceptions to the regulations. If the use of a foreign air carrier is pursuant to a bilateral agreement, the non-Federal entity must provide the Grants Officer with a copy of the agreement or a citation to the official agreement available on the GSA website. The Grants Officer shall make the final determination and notify the non-Federal entity in writing. Failure to adhere to the provisions of the Fly America Act will result in the non-Federal entity not being reimbursed for any transportation costs for which the non-Federal entity improperly used a foreign air carrier.

¹⁷ GSA Fly America Act website - <http://www.gsa.gov/portal/content/103191>, verified 8/18/2015.

¹⁸ Department of State Open Skies Agreements website - <http://www.state.gov/e/eb/tra/ata/index.htm>, verified 8/18/2015.

.05 Increasing Seat Belt Use in the United States

Pursuant to EO 13043, recipients should encourage employees and contractors to enforce on-the-job seat belt policies and programs when operating company-owned, rented or personally owned vehicles.

.06 Research Involving Human Subjects

- a. All proposed research involving human subjects must be conducted in accordance with 15 C.F.R. part 27 “Protection of Human Subjects.” No research involving human subjects is permitted under this award unless expressly authorized by special award condition, or otherwise in writing by the Grants Officer.
- b. Federal policy defines a human subject as a living individual about whom an investigator conducting research obtains (1) data through intervention or interaction with the individual, or (2) identifiable private information. Research means a systematic investigation, including research development, testing and evaluation, designed to develop or contribute to generalizable knowledge.
- c. Department of Commerce regulations at 15 C.F.R. part 27, applying to all Federal departments and agencies, require that recipients maintain appropriate policies and procedures for the protection of human subjects. In the event it becomes evident that human subjects may be involved in this project, the non-Federal entity shall submit appropriate documentation to the Federal Program Officer for approval by the appropriate Council officials. This documentation may include:
 1. Documentation establishing approval of the project by an institutional review board (IRB) approved for Federal-wide use under Department of Health and Human Services guidelines (*see also* 15 C.F.R. § 27.103);
 2. Documentation to support an exemption for the project under 15 C.F.R. § 27.101(b);
 3. Documentation to support deferral for an exemption or IRB review under 15 C.F.R. § 27.118;
 4. Documentation of IRB approval of any modification to a prior approved protocol or to an informed consent form.
- d. No work involving human subjects may be undertaken or conducted, or costs incurred and/or charged for human subjects research, until the appropriate documentation is approved in writing by the Grants Officer. Notwithstanding this prohibition, work may be initiated or costs incurred and/or charged to the project for protocol or instrument development related to human subjects research.

.07 Federal Employee Expenses

Federal agencies are generally barred from accepting funds from a non-Federal entity to pay transportation, travel or other expenses for any Federal employee. Use of award funds (Federal or non-Federal) or the non-Federal entity’s provision of in-kind goods or services, for the purposes of transportation, travel or any other expenses for any Federal employee may raise appropriation augmentation issues. In addition, Council policy prohibits the acceptance of gifts, including travel payments for Federal employees, from recipients or applicants, regardless of the source.

.08 Minority Serving Institutions Initiative

Pursuant to EOs 13555 (“White House Initiative on Educational Excellence for Hispanics”), 13270 (“Tribal Colleges and Universities”), and 13532 (“Promoting Excellence, Innovation, and Sustainability at Historically Black Colleges and Universities”), the Council is strongly committed to broadening the participation of minority serving institutions (MSIs) in its financial assistance programs. The Council’s goals include achieving full participation of MSIs in order to advance the development of human potential, strengthen the Nation’s capacity to provide high-quality education, and increase opportunities for MSIs to participate in and benefit from Federal financial assistance programs. The Council encourages all recipients to include meaningful participation of MSIs. Institutions eligible to be considered MSIs are listed on the Department of Education website.

.09 Research Misconduct

The Council adopts, and applies to financial assistance awards for research, the Federal Policy on Research Misconduct (Federal Policy) issued by the Executive Office of the President’s Office of Science and Technology Policy on December 6, 2000 (65 FR 76260). As provided for in the Federal Policy, research misconduct refers to the fabrication, falsification or plagiarism in proposing, performing or reviewing research, or in reporting research results. Research misconduct does not include honest errors or differences of opinion. Non-Federal entities that conduct extramural research funded by the Council must foster an atmosphere conducive to the responsible conduct of sponsored research by safeguarding against and resolving allegations of research misconduct. Non-Federal entities also have the primary responsibility to prevent, detect and investigate allegations of research misconduct and, for this purpose, may rely on their internal policies and procedures, as appropriate, to do so. Federal award funds expended on an activity that is determined to be invalid or unreliable because of research misconduct may result in appropriate enforcement action under the award, up to and including award termination and/or suspension or debarment. The Council requires that any allegation that contains sufficient information to proceed with an inquiry be submitted to the Grants Officer, who will also notify the Treasury OIG of such allegation. Once the non-Federal entity has investigated the allegation, it shall submit its findings to the Grants Officer. The Council may accept the non-Federal entity’s findings or proceed with its own investigation. The Grants Officer will inform the non-Federal entity of the Council’s final determination.

.10 Publications, Videos, Signage and Acknowledgment of Sponsorship

- a. Publication of results or findings in appropriate professional journals and production of video or other media is encouraged as an important method of recording, reporting and otherwise disseminating information and expanding public access to Federally-funded projects (*e.g.*, scientific research).
- b. Recipients are required to submit a copy of any publication materials, including but not limited to print, recorded or Internet materials, to the Council.
- c. When releasing information related to a funded project, recipients must include a statement that the project or effort undertaken was or is sponsored by the Council.
- d. Any signage produced with funds from the award or informing the public about the activities funded in whole or in part by the award, must first be approved in writing by the Grants Officer.
- e. Recipients are responsible for assuring that every publication of material based on, developed under, or otherwise produced under a Council financial assistance award, except scientific articles or papers

appearing in scientific, technical or professional journals, contains the following disclaimer or other disclaimer approved in writing by the Grants Officer:

This [report/video/etc.] was prepared by [non-Federal entity name] using Federal funds under award [number] from the RESTORE Council. The statements, findings, conclusions, and recommendations are those of the author(s) and do not necessarily reflect the views of the RESTORE Council.

.11 Care and Use of Live Vertebrate Animals

Recipients must comply with the Laboratory Animal Welfare Act of 1966, as amended, (Pub. L. No. 89-544, 7 U.S.C. § 2131 *et seq.*) (animal acquisition, transport, care, handling, and use in projects), and implementing regulations, 9 C.F.R. Parts 1, 2, and 3; the Endangered Species Act (16 U.S.C. § 1531 *et seq.*); Marine Mammal Protection Act (16 U.S.C. § 1361 *et seq.*) (taking possession, transport, purchase, sale, export or import of wildlife and plants); the Nonindigenous Aquatic Nuisance Prevention and Control Act (16 U.S.C. § 4701 *et seq.*) (ensure preventive measures are taken or that probable harm of using species is minimal if there is an escape or release); and all other applicable statutes pertaining to the care, handling and treatment of warm-blooded animals held for research, teaching or other activities supported by Federal financial assistance. No research involving vertebrate animals is permitted under any Council financial assistance award without the prior written approval of the Grants Officer.

.12 Homeland Security Presidential Directive 12

If the performance of a grant award requires non-Federal entity personnel to have routine access to Federally-controlled facilities and/or Federally-controlled information systems (for purpose of this term “routine access” is defined as more than 180 days), such personnel must undergo the personal identity verification credential process. In the case of foreign nationals, the Council will conduct a check with U.S. Citizenship and Immigration Services’ (USCIS) Verification Division, a component of the Department of Homeland Security (DHS), to ensure that the individual is in a lawful immigration status and that he or she is eligible for employment within the United States. Any items or services delivered under a financial assistance award shall comply with the Council personal identity verification procedures that implement Homeland Security Presidential Directive 12, “Policy for a Common Identification Standard for Federal Employees and Contractors,” FIPS PUB 201, and OMB Memorandum M-05-24. The non-Federal entity shall ensure that its subrecipients and contractors (at all tiers) performing work under this award comply with the requirements contained in this term. The Grants Officer may delay final payment under an award if the subrecipient or contractor fails to comply with the requirements provided below. The non-Federal entity shall insert the following term in all subawards and contracts when the subaward non-Federal entity or contractor is required to have routine physical access to a Federally-controlled facility or routine access to a Federally-controlled information system:

- a. *The subrecipient or contractor shall comply with the Council personal identity verification procedures identified in the subaward or contract that implement Homeland Security Presidential Directive 12 (HSPD-12), Office of Management and Budget (OMB) Guidance M-05-24, as amended, and Federal Information Processing Standards Publication (FIPS PUB) Number 201, as amended, for all employees under this subaward or contract who require routine physical access to a Federally-controlled facility or routine access to a Federally-controlled information system.*
- b. *The subrecipient or contractor shall account for all forms of Government-provided identification issued to the subrecipient or contractor employees in connection with performance under this subaward or contract. The subrecipient or contractor shall return such identification to the issuing agency at the earliest of any of the following, unless otherwise determined by the Council: (1) When*

no longer needed for subaward or contract performance; (2) Upon completion of the subrecipient or contractor employee's employment; or (3) Upon subaward or contract completion or termination.

.13 Compliance with Department of Commerce Bureau of Industry and Security Export Administration Regulations

- a. This clause applies to the extent that this financial assistance award involves access to export-controlled items.
- b. In performing this financial assistance award, the non-Federal entity may gain access to items subject to export control (export-controlled items) under the Export Administration Regulations (EAR). The non-Federal entity is responsible for compliance with all applicable laws and regulations regarding export-controlled items, including the EAR's deemed exports and reexports provisions. The non-Federal entity shall establish and maintain effective export compliance procedures at Council and non-Council facilities throughout performance of the financial assistance award. At a minimum, these export compliance procedures must include adequate controls of physical, verbal, visual, and electronic access to export-controlled items, including by foreign nationals.
- c. Definitions
 - 1. Export-controlled items. Items (commodities, software, or technology), that are subject to the EAR (15 C.F.R. §§ 730-774), implemented by the Department of Commerce's Bureau of Industry and Security. These are generally known as "dual-use" items, items with both a military and commercial application.
 - 2. Deemed Export/Reexport. The EAR defines a deemed export as a release of export-controlled items (specifically, technology or source code) to a foreign national in the U.S. Such release is "deemed" to be an export to the home country of the foreign national. 15 C.F.R. § 734.2(b)(2)(ii). A release may take the form of visual inspection, oral exchange of information, or the application abroad of knowledge or technical experience acquired in the U.S. If such a release occurs abroad, it is considered a deemed reexport to the foreign national's home country. Licenses may be required for deemed exports or reexports.
- d. The non-Federal entity shall control access to all export-controlled items that it possesses or that comes into its possession in performance of this financial assistance award, to ensure that access to, or release of, such items are restricted, or licensed, as required by applicable Federal laws, EOs, and/or regulations, including the EAR.
- e. As applicable, non-Federal entity personnel and associates at Council sites shall be informed of any procedures to identify and protect export-controlled items.
- f. To the extent the non-Federal entity wishes to provide foreign nationals with access to export-controlled items, the non-Federal entity shall be responsible for obtaining any necessary licenses, including licenses required under the EAR for deemed exports or deemed reexports.
- g. Nothing in the terms of this financial assistance award is intended to change, supersede, or waive the requirements of applicable Federal laws, EOs or regulations.
- h. Compliance with the foregoing will not satisfy any legal obligations the non-Federal entity may have regarding items that may be subject to export controls administered by other agencies such as the Department of State, which has jurisdiction over exports of munitions items subject to the

International Traffic in Arms Regulations (ITAR) (22 C.F.R. §§ 120-130), including releases of such items to foreign nationals.

- i. The non-Federal entity shall include this Subsection .13, including this Subparagraph i, in all lower tier transactions (subawards, contracts, and subcontracts) under this financial assistance award that may involve access to export-controlled items.

.14 The Trafficking Victims Protection Act of 2000 (22 U.S.C. 7104(g)), as amended, and the implementing regulations at 2 C.F.R. part 175

The Trafficking Victims Protection Act of 2000 authorizes termination of financial assistance provided to a private entity, without penalty to the Federal Government, if the non-Federal entity engages in certain activities related to trafficking in persons. The Council incorporates the following award term required by [2 C.F.R. § 175.15\(b\)](#).¹⁹

Award Term from 2 C.F.R. § 175.15(b):

I. Trafficking in persons.

- a. Provisions applicable to a non-Federal entity that is a private entity.
 1. You as the non-Federal entity, your employees, subrecipients under this award, and subrecipients' employees may not—
 - i. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
 - ii. Procure a commercial sex act during the period of time that the award is in effect; or
 - iii. Use forced labor in the performance of the award or subawards under the award.
 2. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity —
 - i. Is determined to have violated a prohibition in paragraph a.1 of this award term; or
 - ii. Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a.1 of this award term through conduct that is either— (A) Associated with performance under this award; or (B) Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 C.F.R. Part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” as implemented by our agency at 2 C.F.R. Part 1326, “Nonprocurement Debarment and Suspension.”
- b. Provision applicable to a non-Federal entity other than a private entity. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity—
 1. Is determined to have violated an applicable prohibition in paragraph a.1 of this award term; or
 2. Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph a.1 of this award term through conduct that is either—
 - i. Associated with performance under this award; or

¹⁹ See 2 C.F.R. § 175.15(b) - <http://www.gpo.gov/fdsys/pkg/CFR-2012-title2-vol1/pdf/CFR-2012-title2-vol1-sec175-15.pdf>, verified 8/18/2015.

- ii. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 C.F.R. Part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” as implemented by our agency at 2 C.F.R. Part 1326, “Nonprocurement Debarment and Suspension.”
- c. Provisions applicable to any non-Federal entity.
 - 1. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a.1 of this award term.
 - 2. Our right to terminate unilaterally that is described in paragraph a.2 or b of this section:
 - i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and
 - ii. Is in addition to all other remedies for noncompliance that are available to us under this award.
 - 3. You must include the requirements of paragraph a.1 of this award term in any subaward you make to a private entity.
- d. Definitions. For purposes of this award term:
 - 1. Employee means either:
 - i. An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or
 - ii. Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
 - 2. Forced labor means: labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
 - 3. Private entity:
 - i. Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 C.F.R. 175.25;
 - ii. Includes: (A) A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 C.F.R. 175.25(b); and (B) A for-profit organization.
 - 4. “Severe forms of trafficking in persons,” “commercial sex act,” and “coercion” have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102).

.15 The Federal Funding Accountability and Transparency Act of 2006 (“Transparency Act” or FFATA)—Public Law 109-282, as amended by section 6202(a) of Public Law 110-252 (31 U.S.C. 6101)

- a. Searchable Website Requirements. The Federal Funding Accountability and Transparency Act of 2006 (FFATA) requires information on Federal awards (Federal financial assistance and expenditures) be made available to the public via a single, searchable website. This information is available at the [USA Spending website](http://USA.Spending.gov).²⁰ Recipients and subrecipients must include the following required data elements in their application:

²⁰ USA Spending.gov website - www.USA.Spending.gov, verified 8/18/2015.

- Name of entity receiving award;
 - Award amount;
 - Transaction type, funding agency, Catalog of Federal Domestic Assistance Number, and descriptive award title;
 - Location of entity, primary location of performance (City/State/Congressional District/Country); and
 - Unique identifier of entity.
- b. Reporting Subawards and Executive Compensation. Prime grant recipients awarded a new Federal grant greater than or equal to \$25,000 on or after October 1, 2010, other than those funded by the Recovery Act, are subject to FFATA subaward reporting requirements as outlined in the OMB guidance issued August 27, 2010. The prime non-Federal entity is required to file a FFATA subaward report by the end of the month following the month in which the prime non-Federal entity awards any sub-grant greater than or equal to \$25,000. *See* Pub. L. No. 109-282, as amended by section 6202(a) of Pub. L. No. 110-252 (*see* 31 U.S.C. 6101 note). The reporting requirements are located in Appendix A of [2 C.F.R. Part 170](#).²¹

Award Term from Appendix A of 2 C.F.R. Part 170:

I. Reporting Subawards and Executive Compensation.

- a. Reporting of first-tier subawards.
 1. Applicability. Unless you are exempt as provided in paragraph d. of this award term, you must report each action that obligates \$25,000 or more in Federal funds that does not include Recovery funds (as defined in section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5) for a subaward to an entity (*see* definitions in paragraph e. of this award term).
 2. Where and when to report.
 - i. You must report each obligating action described in paragraph a.1 of this award term to the FFATA Subaward Reporting System ([FSRS](#)).²²
 - ii. For subaward information, report no later than the end of the month following the month in which the obligation was made. (For example, if the obligation was made on November 7, 2010, the obligation must be reported by no later than December 31, 2010.)
 3. What to report. You must report the information about each obligating action that the submission instructions posted at the [FSRS](#) website specify.
- b. Reporting Total Compensation of Non-Federal Entity Executives.
 1. Applicability and what to report. You must report total compensation for each of your five most highly compensated executives for the preceding completed fiscal year, if—
 - i. the total Federal funding authorized to date under this award is \$25,000 or more;
 - ii. in the preceding fiscal year, you received—
 - (A) 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 C.F.R. 170.320 (and subawards); and
 - (B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 C.F.R. 170.320 (and subawards); and

²¹ 2 C.F.R. § 170.320 on GPO website - <http://www.gpo.gov/fdsys/pkg/CFR-2011-title2-vol1/pdf/CFR-2011-title2-vol1-part170-appA.pdf>, verified 8/18/2015.

²² Federal Funding Accountability and Transparency Act Subaward Reporting System - <http://www.fsrs.gov>, verified 8/18/2015.

- iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the [U.S. Security and Exchange Commission](#) total compensation filings.²³)
 - 2. Where and when to report. You must report executive total compensation described in paragraph b.1 of this award term:
 - i. As part of your registration profile in the System for Award Management ([SAM](#)),²⁴ and
 - ii. By the end of the month following the month in which this award is made, and annually thereafter.
- c. Reporting of Total Compensation of Subrecipient Executives.
 - 1. Applicability and what to report. Unless you are exempt as provided in paragraph d. of this award term, for each first-tier subrecipient under this award, you shall report the names and total compensation of each of the subrecipient's five most highly compensated executives for the subrecipient's preceding completed fiscal year, if—
 - i. In the subrecipient's preceding fiscal year, the subrecipient received—
 - (A) 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 C.F.R. 170.320 (and subawards); and
 - (B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and
 - ii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)
 - 2. Where and when to report. You must report subrecipient executive total compensation described in paragraph c.1. of this award term:
 - i. To the non-Federal entity.
 - ii. By the end of the month following the month during which you make the subaward. For example, if a subaward is obligated on any date during the month of October of a given year (i.e., between October 1 and 31), you must report any required compensation information of the subrecipient by November 30 of that year.
- d. Exemptions. If, in the previous tax year, you had gross income, from all sources, under \$300,000, you are exempt from the requirements to report: i. Subawards, and ii. The total compensation of the five most highly compensated executives of any subrecipient.
- e. Definitions. For purposes of this award term:
 - 1. Entity means all of the following, as defined in 2 C.F.R. part 25:
 - i. A Governmental organization, which is a State, local government, or Indian tribe;
 - ii. A foreign public entity;
 - iii. A domestic or foreign nonprofit organization;
 - iv. A domestic or foreign for-profit organization;

²³ U.S. Security and Exchange Commission Executive Compensation “Fast Facts” - <http://www.sec.gov/answers/execomp.htm>, verified on 8/18/2015.

²⁴ System for Award Management (SAM) - <https://www.sam.gov>, verified on 8/18/2015.

- v. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.
 - 2. Executive means officers, managing partners, or any other employees in management positions.
 - 3. Subaward:
 - i. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the non-Federal entity award to an eligible subrecipient.
 - ii. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see 2 C.F.R. § 200.330).
 - iii. A subaward may be provided through any legal agreement, including an agreement that you or a subrecipient considers a contract.
 - 4. Subrecipient means an entity that:
 - i. Receives a subaward from you (the non-Federal entity) under this award; and
 - ii. Is accountable to you for the use of the Federal funds provided by the subaward.
 - 5. Total compensation means the cash and noncash dollar value earned by the executive during the non-Federal entity's or subrecipient's preceding fiscal year and includes the following (for more information see 17 C.F.R. 229.402(c)(2)):
 - i. Salary and bonus.
 - ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
 - iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
 - iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
 - v. Above-market earnings on deferred compensation which is not tax-qualified.
 - vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.
- c. System for Award Management (SAM) and Universal Identifier requirements.
- 1. Requirement for SAM. Unless you are exempted from this requirement under 2 C.F.R. § 25.110, you as the recipient must maintain the currency of your information in the SAM until you submit the final financial report required under this award or receive the final payment, whichever is later. This requires that you review and update the information at least annually after the initial registration, and more frequently if required by changes in your information or another award term.
 - 2. Requirement for unique entity identifier. If you are authorized to make subawards under this award, you:
 - i. Must notify potential subrecipients that no entity (see definition in paragraph C of this award term) may receive a subaward from you unless the entity has provided its unique entity identifier to you.
 - ii. May not make a subaward to an entity unless the entity has provided its unique entity identifier to you.

3. Definitions for purposes of this award term:

- i. System for Award Management (SAM) means the Federal repository into which an entity must provide information required for the conduct of business as a recipient. Additional information about registration procedures may be found at the System for Award Management [Internet site](#).²⁵
- ii. Unique entity identifier means the identifier required for SAM registration to uniquely identify business entities.
- iii. Entity, as it is used in this award term, means all of the following, as defined at 2 C.F.R. part 25, subpart C:
 - (A) A Governmental organization, which is a State, local government, or Indian Tribe;
 - (B) A foreign public entity;
 - (C) A domestic or foreign nonprofit organization;
 - (D) A domestic or foreign for-profit organization; and
 - (E) A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.
- iv. Subaward:
 - (A) This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the non-Federal entity award to an eligible subrecipient.
 - (B) The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, *see* 2 C.F.R. § 200.330).
 - (C) A subaward may be provided through any legal agreement, including an agreement that you consider a contract.
- v. Subrecipient means an entity that:
 - (A) Receives a subaward from you under this award; and
 - (B) Is accountable to you for the use of the Federal funds provided by the subaward.

.16 Federal Financial Assistance Planning During a Funding Hiatus or Government Shutdown

This term sets forth initial guidance that will be implemented for Federal assistance awards in the event of a lapse in appropriations, or a government shutdown. The Grants Officer may issue further guidance prior to an anticipated shutdown.

- a. Unless there is an actual rescission of funds for specific grant obligations, recipients of Federal financial assistance awards for which funds have been obligated generally will be able to continue to perform and incur allowable expenses under the award during a funding hiatus. Recipients are advised that ongoing activities by Federal employees involved in grant administration (including payment processing) or similar operational and administrative work cannot continue when there is a funding lapse. Therefore, there may be delays, including payment processing delays, in the event of a shutdown.
- b. All award actions will be delayed during a government shutdown; if it appears that a non-Federal entity's performance under a grant or cooperative agreement will require agency involvement, direction or clearance during the period of a possible government shutdown, the Program Officer or

²⁵ System for Award Management (SAM) - <https://www.sam.gov>, verified on 8/18/2015.

Grants Officer, as appropriate, may attempt to provide such involvement, direction, or clearance prior to the shutdown or advise recipients that such involvement, direction, or clearance will not be forthcoming during the shutdown. Accordingly, recipients whose ability to withdraw funds is subject to prior agency approval, which in general are recipients that have been designated high risk, recipients of construction awards, or are otherwise limited to reimbursements or subject to agency review, will be able draw funds down from the relevant Automatic Standard Application for Payment (ASAP) account only if agency approval is given and coded into ASAP prior to any government shutdown or closure. This limitation may not be lifted during a government shutdown. Recipients should plan to work with the Grants Officer to request prior approvals in advance of a shutdown wherever possible. Recipients whose authority to draw down award funds is restricted may decide to suspend work until the government reopens.

- c. The ASAP system may remain operational during a government shutdown. As applicable, recipients that do not require Council approval to draw down advance funds from their ASAP accounts may be able to do so during a shutdown. The 30-day limitation on the drawdown of advance funds will apply notwithstanding a government shutdown and advanced funds held for more than 30 days shall be returned with interest.

R. CERTIFICATIONS

At a minimum, the non-Federal entity must comply with the certifications and requirements in 31 C.F.R. § 34.802, assurances (Forms SF-424B and SF-424D, or equivalent, as applicable), and any required Council-specific certifications. Other certifications may be required by 2 C.F.R. part 200. Certifications must be signed by an authorized senior official of the entity receiving grant funds who can legally bind the organization or entity, and who has oversight for the administration and use of the funds in question.



Kenny Holloway	Mayor
Bobby Cox	Alderman at Large
Jennifer Burgess	Alderman Ward 1
Rickey Authement	Alderman Ward 2

Kevin Wade	Alderman Ward 3
Ken Papania	Alderman Ward 4
Robert Blackman	Alderman Ward 5
Michael Impey, II	Alderman Ward 6



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MEMORANDUM

To: Mayor & Board of Alderman

From: Sarah Harris, Project Manager

Re: Taconi Roof Project - Authorization to Advertise Construction

Section: CONSENT AGENDA

Meeting Date: May 2, 2023

Plans and Specifications are being completed by Allred Stolarski Architects for the above reference project.

I respectfully request authorization to advertise for construction of this project.



Kenny Holloway | Mayor
Bobby Cox | Alderman at Large
Jennifer Burgess | Alderman Ward 1
Rickey Authement | Alderman Ward 2

Kevin Wade | Alderman Ward 3
Ken Papania | Alderman Ward 4
Robert Blackman | Alderman Ward 5
Michael Impey, II | Alderman Ward 6



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MEMORANDUM

To: Mayor & Board of Alderman

From: Sarah Harris, Project Manager

Re: Ocean Springs Term Bid Contract – Labor and Equipment for Water, Sewer, and
Drainage Projects 2023
Authorization to Advertise Construction

Section: CONSENT AGENDA

Meeting Date: May 2, 2023

Plans and Specifications have been completed by Overstreet and Associates, PLLC for the above reference project.

I respectfully request authorization to advertise for construction of this project.



Kenny Holloway	Mayor
Bobby Cox	Alderman at Large
Jennifer Burgess	Alderman Ward 1
Rickey Authement	Alderman Ward 2

Kevin Wade	Alderman Ward 3
Ken Papania	Alderman Ward 4
Robert Blackman	Alderman Ward 5
Michael Impey, II	Alderman Ward 6



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MEMORANDUM

To: Mayor & Board of Alderman

From: Sarah Harris, Project Manager

Re: Fort Maurepas Stage Cover Project - Authorization to Advertise Construction

Section: CONSENT AGENDA

Meeting Date: May 2, 2023

Plans and Specifications are being completed by Allred Stolarski Architects for the above reference project.

I respectfully request authorization to advertise for construction of this project.



Kenny Holloway | Mayor
Bobby Cox | Alderman at Large
Jennifer Burgess | Alderman Ward 1
Rickey Authement | Alderman Ward 2

Kevin Wade | Alderman Ward 3
Ken Papania | Alderman Ward 4
Robert Blackman | Alderman Ward 5
Michael Impey, II | Alderman Ward 6



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MEMORANDUM

To: Mayor & Board of Alderman
From: Sarah Harris, Project Manager
Re: Gay Lemon Improvements - Authorization to Advertise Construction
Section: CONSENT AGENDA
Meeting Date: May 2, 2023

Plans and Specifications have been completed by Brown, Mitchell and Alexander, Inc. for the above reference project.

I respectfully request authorization to advertise for construction of this project.



Kenny Holloway | Mayor
Bobby Cox | Alderman at Large
Jennifer Burgess | Alderman Ward 1
Rickey Authement | Alderman Ward 2

Kevin Wade | Alderman Ward 3
Ken Papania | Alderman Ward 4
Robert Blackman | Alderman Ward 5
Michael Impey, II | Alderman Ward 6



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MEMORANDUM

To: Mayor & Board of Alderman

From: Sarah Harris, Project Manager

Re: Front Beach Sidewalk Repairs – Phase 2 Contract Documents for Execution – Jay Bearden

Section: CONSENT AGENDA

Meeting Date: May 2, 2023

The following contract documents for construction from Jay Bearden for the Front Beach Sidewalk Repairs – Phase 2 project.

I respectfully request permission to execute the construction contract documents for the above-mentioned project.

SECTION 00520 CONSTRUCTION CONTRACT

THIS AGREEMENT is dated as of the ____ day of _____ in the year 2023 by and between CITY OF OCEAN SPRINGS (hereinafter called Owner) and Jay Bearden Construction, Inc. (hereinafter called Contractor).

Owner and Contractor, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1 - WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

FRONT BEACH SIDEWALK REPAIRS – PHASE 2

ARTICLE 2 - THE PROJECT

2.01 The Project for which the Work under the contract Documents may be the whole or only part is generally described as follows:

ENTIRE PROJECT

ARTICLE 3 - ENGINEER

3.01 The Project has been designed by Overstreet & Associates, PLLC, 161 Lameuse Street, Suite 203, Biloxi, MS 39530, who is herein after called the Engineer.

3.02 The Engineer is to act as the Owner's representative, assume all duties and responsibilities and have the rights and authority assigned to the Engineer in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

ARTICLE 4 - CONTRACT TIMES

4.01 Time of the Essence

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 Contract Times: Days

A. The Work will be **Substantially Complete within 270 calendar days** and will be **Completed and ready for Final Payment** in accordance with paragraph 14.07 of the General Conditions within **300 calendar days** after the date when the Contract Times commence to run.

4.03 Liquidated Damages

- A. The Contractor and the Owner recognize that time is of the essence of this Agreement and that the Owner will suffer financial loss if the Work is not completed within the times specified in paragraph 4.02 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The parties also recognize the delays, expense and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty), the Contractor shall pay the Owner 400.00 dollars for each day that expires after the time specified in Paragraph 4.02 for Substantial Completion until the Work is substantially complete. After Substantial Completion, if the Contractor shall neglect, refuse or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by the Owner, the Contractor shall pay the Owner \$200.00 for each day that expires after the time specified in paragraph 3.1 for Contract Completion and readiness for final payment.

ARTICLE 5 - CONTRACT PRICE

- 5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to Paragraph 5.01A below:
- A. For all Unit Price Work, an amount equal to the sum of the extended prices (being the established unit price for each separately identified item of Unit Price Work multiplied by the actual quantity of that item). As provided in paragraph 11.03 of the General Conditions. Estimated quantities are not guaranteed, and determinations of actual quantities and classification are to be made by Engineer as provided in paragraph 9.07 of the General Conditions. Unit prices have been computed as provided in paragraph 11.03.C. of the General Conditions.

Eight Hundred Ninety-four Thousand, Nine Hundred Fifty-eight Dollars and 50 Cents.
(Contract Amount in Words)

\$894,958.50
(Contract Amount in Numbers)

ARTICLE 6 – PAYMENT PROCEDURES

6.01 Submittal and Processing of Payments

- A. Contractor shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by Engineer as provided In the General Conditions.

6.02 Progress Payments; Retainage.

- A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the 15th day of each month during the performance of the Work as provided in paragraphs 6.02A.1 and 6.01A.2 below. All such payments will be measured by the schedule of

values established in paragraph 2.07 of the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements.

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below, but in each case, less the aggregate of payments previously made and less such amounts as Engineer shall determine, or Owner may withhold, including but not limited to liquidated damages, in accordance with paragraph 14.02.B.5 of the General Conditions:
 - a. 95 percent of Work completed (with the balance being retainage).
If Work has been 50 percent completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, the Owner, on recommendation of Engineer, may determine that as long as the character and the progress of the Work remain satisfactory to them, there will be no additional retainage.
 - b. 95 percent of the cost of materials and equipment not incorporated in the Work (with the balance being retainage).
- B. Upon Substantial Completion, the Owner shall pay an amount sufficient to increase total payments to the Contractor to 95 percent of the Work completed, less such amounts as the Engineer shall determine in accordance with Paragraph 14.02.B.5 of the General Conditions and less 5 percent of the Engineer's estimate of the value of the Work to be completed or corrected as included on the tentative list of items to be completed or corrected attached to the Certificate of Substantial Completion.

6.03 Final Payment

- A. Upon final completion and acceptance of the Work in accordance with Paragraph 14.07 of the General Conditions, the Owner shall pay the remainder of the Contract Price as recommended by the Engineer as provided in said Paragraph 14.07.

ARTICLE 7 – INTEREST

- 7.01 All moneys not paid when due as provided in Article 14 of the General Conditions shall bear interest at the rate prescribed by Mississippi law.

ARTICLE 8 - CONTRACTOR'S REPRESENTATIONS

- 8.01 In order to induce Owner to enter into this Agreement the Contractor makes the following representations:
 - A. The Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.
 - B. The Contractor has visited the site and become familiar with and is satisfied as to the general, local and Site conditions that may affect cost, progress and performance of the Work.
 - C. The Contractor is familiar with and is satisfied as to all federal, state, and local

Laws and Regulations that may affect cost, progress, performance of the Work.

- D. The Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site (except Underground Facilities) which have been identified in the Supplementary Conditions as provided in paragraph 4.02.A of the General Conditions and (2) reports and drawings of a Hazardous Environmental Condition, if any, at the Site which has been identified in the Supplementary Conditions as provided in Paragraph 4.06 of the General Conditions especially with respect to Technical Data in such reports and drawings.
- E. The Contractor has considered the information known to the Contractor itself; Information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations and documents on (1) the cost, progress and performance of the Work; (2) the means, methods, techniques, sequences and procedures of construction to be employed by the Contractor and (3) the Contractor's safety precautions and programs.
- F. Based on the information and observations referred to in the preceding paragraph, the Contractor agrees that no further examinations, investigations, explorations, tests, studies or data are necessary for the performance of the Work at the Contract Price, within the Contract Times and in accordance with the other terms and conditions of the Contract.
- G. The Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- H. The Contractor has correlated the information known to Contractor, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies and data with the Contract Documents.
- I. The Contractor has given Engineer written notice of all conflicts, errors, ambiguities or discrepancies that the Contractor has discovered in the Contract Documents and the written resolution thereof by Engineer is acceptable to Contractor, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 9 - CONTRACT DOCUMENTS

9.01 Contents

- A. The Contract Documents consist of the following:
 - 1. This Agreement (pages 1 - 7, inclusive).
 - 2. Performance Bond (pages 1 to 3, inclusive)

3. Payment Bond (pages 1 to 2, inclusive)
 4. General Conditions (pages 0 to 41, inclusive)
 5. Supplementary Conditions (pages 1 to 15, inclusive)
 6. Special Conditions (pages 1 to 7, inclusive).
 7. Technical Specifications as listed in the table of contents of the Project Manual.
 8. Drawings are included in the project manual.
Sheet 1 thru 28
 9. Addenda
 10. Clarifications
 11. Exhibits to this Agreement (enumerated as follows)
 - a. Contractor's Bid (pages 1 to 7, inclusive)
 - b. Contractor's Bid Bond (pages 1 to 3, inclusive)
 12. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
 - a. Notice of Award
 - b. Notice to Proceed
 - c. Work Change Directives
 - d. Change Order(s)
- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified or supplemented as provided in the General Conditions.

ARTICLE 10 - MISCELLANEOUS

10.01 Terms

- A. Terms used in this Agreement will have the meanings stated in the General Conditions and Supplementary Conditions.

10.02 Assignment of Contract

- A. No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically, but without limitation, moneys that may become due and moneys that are due may not be

assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 Successors and Assigns

- A. The Owner and Contractor each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.

10.04 Severability

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.05 Contractor's Certifications

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive or coercive practices in competing for or in executing the Contract. For the purpose of this Paragraph 10.05:
 - 1. "corrupt practice" means the offering, giving, receiving or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract Execution.
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of the Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels or (c) to deprive the Owner of the benefits of free and open competition;
 - 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of the Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
 - 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

IN WITNESS WHEREOF, the Owner and the Contractor have signed this Agreement in triplicate. One counterpart each has been delivered to the Owner, the Contractor and the Engineer. All portions of the Contract Documents have been signed, initialed, or identified by the Owner and the Contractor or identified by ENGINEER on their behalf.

This Agreement will be effective on _____, 2023 (which is the Effective Date of the Agreement).

OWNER:

CITY OF OCEAN SPRINGS

By: _____
Kenny Holloway, Mayor

CONTRACTOR:

Jay Bearden Construction, Inc.

By: *[Signature]*



Attest _____

Address for giving notices.

Attest *[Signature]*

Address for giving notices.

PO Box 180428
Richland MS 392188

(If Owner is a public body, attach evidence of authority to sign and resolution or other document authorizing execution of Agreement.)

License No. 09155-MC

Agency for service of process:

(If Contractor is a corporation, attach evidence of authority to sign.)



Kenny Holloway | **Mayor**
Bobby Cox | Alderman at Large
Jennifer Burgess | Alderman Ward 1
Rickey Authement | Alderman Ward 2

Kevin Wade | Alderman Ward 3
Ken Papania | Alderman Ward 4
Robert Blackman | Alderman Ward 5
Michael Impey, II | Alderman Ward 6



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MEMORANDUM

To: Mayor & Board of Alderman
From: Sarah Harris, Project Manager
Re: Ocean Springs Public Works Relocation Project – Execute Agreement
Section: CONSENT AGENDA
Meeting Date: May 2, 2023

AIA Document - Standard Abbreviated Form of Agreement Between Owner and Architect

The following agreement is for architect services from MP Design Group for the Ocean Springs Public Work Relocation Project. The compensation will be percentage based on design services at 6% of cost of work.

Where the compensation for services will be based on a stipulated sum or percentage of Cost of the Work, the compensation for each phase of services shall be as follows:

Design Phase..... Thirty-Five Percent (35%)

Construction Documents Phase..... Forty Percent (40%)

Construction Phase..... Twenty-Five Percent (25%)

Total Compensation One Hundred Percent (100%)

I respectfully request permission to execute the AIA Document Agreement between the City of Ocean Springs and MP Design Group for Ocean Springs Public Works Relocation Project.



AIA[®] Document B104[®] – 2017

Standard Abbreviated Form of Agreement Between Owner and Architect

AGREEMENT made as of the Fourth day of April in the year Two Thousand Twenty-Three

(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address and other information)

The City of Ocean Springs, Mississippi
1018 Porter Ave.
Ocean Springs, MS 39564
Telephone Number: 228-875-4236

and the Architect:
(Name, legal status, address and other information)

MP Design Group
918 Howard Ave. STE F
Biloxi, MS 39530
Telephone Number: 228-388-1950

for the following Project:
(Name, location and detailed description)

Ocean Springs Public Works
Ocean Springs, MS
This project will create a new Public Works compound to relocate the current operations for the City of Ocean Springs Public Works Department from its current location on Pine Drive to a new location off of Bienville Blvd, previously occupied by a concrete plant facility

The Owner and Architect agree as follows.

TABLE OF ARTICLES

- 1 INITIAL INFORMATION
- 2 ARCHITECT'S RESPONSIBILITIES
- 3 SCOPE OF ARCHITECT'S BASIC SERVICES
- 4 SUPPLEMENTAL AND ADDITIONAL SERVICES
- 5 OWNER'S RESPONSIBILITIES
- 6 COST OF THE WORK
- 7 COPYRIGHTS AND LICENSES
- 8 CLAIMS AND DISPUTES
- 9 TERMINATION OR SUSPENSION
- 10 MISCELLANEOUS PROVISIONS
- 11 COMPENSATION
- 12 SPECIAL TERMS AND CONDITIONS
- 13 SCOPE OF THE AGREEMENT

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth below:

(State below details of the Project's site and program, Owner's contractors and consultants, Architect's consultants, Owner's budget for the Cost of the Work, and other information relevant to the Project.)

The City of Ocean Springs seeks to design and build a new public works compound to relocate the existing public works operations.

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the schedule, the Architect's services and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™–2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide the professional services set forth in this Agreement consistent with the

Init.

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User Notes:

(3B9ADA3D)

professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.2 The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.8:

(Identify types and limits of insurance coverage, and other insurance requirements applicable to the Agreement, if any.)

.1 General Liability

One Million Dollars

.2 Automobile Liability

One Million Dollars

.3 Workers' Compensation

Per Statute

.4 Professional Liability

One Million per occurrence/ Two Million aggregate

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

§ 3.1.1 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on (1) the accuracy and completeness of the services and information furnished by the Owner and (2) the Owner's approvals. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.2 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.3 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.2 Design Phase Services

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall discuss with the Owner the Owner's program, schedule, budget for the Cost of the Work, Project site, and alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the Project requirements.

§ 3.2.3 The Architect shall consider the relative value of alternative materials, building systems and equipment, together with other considerations based on program, aesthetics, and any sustainable objectives, in developing a design for the Project that is consistent with the Owner's schedule and budget for the Cost of the Work.

§ 3.2.4 Based on the Project requirements, the Architect shall prepare Design Documents for the Owner's approval consisting of drawings and other documents appropriate for the Project and the Architect shall prepare and submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.5 The Architect shall submit the Design Documents to the Owner, and request the Owner's approval.

§ 3.3 Construction Documents Phase Services

§ 3.3.1 Based on the Owner's approval of the Design Documents, the Architect shall prepare for the Owner's approval Construction Documents consisting of Drawings and Specifications setting forth in detail the requirements for the construction of the Work. The Owner and Architect acknowledge that in order to construct the Work the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.4.4.

§ 3.3.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

§ 3.3.3 The Architect shall submit the Construction Documents to the Owner, update the estimate for the Cost of the Work and advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.3.4 The Architect, following the Owner's approval of the Construction Documents and of the latest estimate of the Cost of the Work, shall assist the Owner in obtaining bids or proposals and awarding and preparing contracts for construction.

§ 3.4 Construction Phase Services

§ 3.4.1 General

§ 3.4.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A104™-2017, Standard Abbreviated Form of Agreement Between Owner and Contractor. If the Owner and Contractor modify AIA Document A104-2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.4.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.4.1.3 Subject to Section 4.2, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.4.2 Evaluations of the Work

§ 3.4.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.2, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract

Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

§ 3.4.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents and has the authority to require inspection or testing of the Work.

§ 3.4.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.4.2.4 When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith.

§ 3.4.2.5 The Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.4.3 Certificates for Payment to Contractor

§ 3.4.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.4.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified.

§ 3.4.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.4.4 Submittals

§ 3.4.4.1 The Architect shall review and approve, or take other appropriate action, upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or any construction means, methods, techniques, sequences or procedures.

§ 3.4.4.2 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.4.4.3 The Architect shall review and respond to written requests for information about the Contract Documents. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness.

§ 3.4.5 Changes in the Work

The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2.3, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.4.6 Project Completion

The Architect shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion; forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services are not included in Basic Services but may be required for the Project. The Architect shall provide the Supplemental Services indicated below, and the Owner shall compensate the Architect as provided in Section 11.2. Supplemental Services may include programming, site evaluation and planning, environmental studies, civil engineering, landscape design, telecommunications/data, security, measured drawings of existing conditions, coordination of separate contractors or independent consultants, detailed cost estimates, on-site project representation beyond requirements of Section 4.2.2, value analysis, interior architectural design, tenant related services, preparation of record drawings, commissioning, sustainable project services, and any other services not otherwise included in this Agreement.

(Identify below the Supplemental Services that the Architect is required to provide and insert a description of each Supplemental Service, if not further described in an exhibit attached to this document.)

Boundary and Topographic Land Survey
Geotechnical Engineering

§ 4.2 The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Upon recognizing the need to perform Additional Services, the Architect shall notify the Owner. The Architect shall not provide the Additional Services until the Architect receives the Owner's written authorization. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3.

§ 4.2.1 The Architect shall provide services necessitated by a change in the Initial Information, changes in previous instructions or approvals given by the Owner, or a material change in the Project including size; quality; complexity; the Owner's schedule or budget for Cost of the Work; or procurement or delivery method as an Additional Service.

§ 4.2.2 The Architect has included in Basic Services Five hundred (500) visits to the site by the Architect during construction. The Architect shall conduct site visits in excess of that amount as an Additional Service.

§ 4.2.3 The Architect shall, as an Additional Service, provide services made necessary by a Contractor's proposed change in the Work. The Architect shall prepare revisions to the Architect's Instruments of Service necessitated by Change Orders and Construction Change Directives as an Additional Service.

§ 4.2.4 If the services covered by this Agreement have not been completed within Twenty-four (24) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements.

§ 5.2 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project; a written legal description of the site; and services of geotechnical engineers or other consultants, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project.

§ 5.4 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.5 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests; tests for air and water pollution; and tests for hazardous materials.

§ 5.6 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.7 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.8 The Owner shall endeavor to communicate with the Contractor through the Architect about matters arising out of or relating to the Contract Documents.

§ 5.9 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.10 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding and price escalation; to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet

the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1, as a Supplemental Service.

§ 6.4 If, through no fault of the Architect, construction procurement activities have not commenced within 90 days after the Architect submits the Construction Documents to the Owner the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's current budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
- .5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect's services shall be without additional compensation. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums when due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes

of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other, for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A104–2017, Standard Abbreviated Form of Agreement Between Owner and Contractor. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.6

§ 8.2 Mediation

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 Mediation, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.3 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

(Check the appropriate box.)

☐ Arbitration pursuant to Section 8.3 of this Agreement

☒ Litigation in a court of competent jurisdiction

☐ Other: (Specify)

If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

§ 8.3 Arbitration

§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement.

§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

§ 8.3.2 The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.4 Consolidation or Joinder

§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

§ 8.4 The provisions of this Article 8 shall survive the termination of this Agreement.

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, Reimbursable Expenses incurred, and all costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:

(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)

.1 Termination Fee:

\$0.00

.2 Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:

\$0.00

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A104-2017, Standard Abbreviated Form of Agreement Between Owner and Contractor.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates or consents, the proposed language of such certificates or consents shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 10.6 The Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. However, the Architect's materials shall not include information the Owner has identified in writing as confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

.1 Stipulated Sum
(Insert amount)

.2 Percentage Basis

Design Services -

Six (6.00) % of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 11.6

Construction Administration Services -

Three (3.00) % of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 11.6

.3 Other

(Describe the method of compensation)

§ 11.2 For Supplemental Services identified in Section 4.1, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

Land Survey - \$4,500

Geotechnical Engineering - \$6,500

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation.)

Hourly subject to architect's 2023 wage rates, or as agreed upon in writing prior to commencement of services.

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus Ten percent (10%), or as follows:

§ 11.5 Where compensation for Basic Services is based on a stipulated sum or percentage of the Cost of the Work, the compensation for each phase of services shall be as follows:

Design Phase	Thirty-five	percent (	35	%)
Construction Documents Phase	Forty	percent (	40	%)

Init.

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User Notes:

(3B9ADA3D)

Construction Phase	Twenty-five	percent (	25	%)
Total Basic Compensation	one hundred	percent (	100	%)

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants, if any, are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.

(If applicable, attach an exhibit of hourly billing rates or insert them below.)

MP Design Group
2023 Hourly Service Rate/Reimbursement Schedule

Employee or Category	Rate
----------------------	------

§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;

(Paragraph Deleted)

- .2 Permitting and other fees required by authorities having jurisdiction over the Project;

(Paragraphs Deleted)

- .3 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;

(Paragraphs Deleted)

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus percent (%) of the expenses incurred.

§ 11.9 Payments to the Architect

§ 11.9.1 Initial Payment

An initial payment of Zero Dollars and Zero Cents (\$ 0.00) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.9.2 Progress Payments

§ 11.9.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid Sixty (60) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.
(Insert rate of monthly or annual interest agreed upon.)

3 % per annum

§ 11.9.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.9.2.3 Records of Reimbursable Expenses, expenses pertaining to Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:
(Include other terms and conditions applicable to this Agreement.)

N/A

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents identified below:

- .1 AIA Document B104™-2017, Standard Abbreviated Form of Agreement Between Owner and Architect

(Paragraph Deleted)

(Paragraphs Deleted)

This Agreement entered into as of the day and year first written above.

OWNER (Signature)

Kenny Holloway, Mayor
(Printed name and title)

ARCHITECT (Signature)

Brad Patano, Principal
(Printed name, title, and license number, if required)



Kenny Holloway | Mayor
Bobby Cox | Alderman at Large
Jennifer Burgess | Alderman Ward 1
Rickey Authement | Alderman Ward 2

Kevin Wade | Alderman Ward 3
Ken Papania | Alderman Ward 4
Robert Blackman | Alderman Ward 5
Michael Impey, II | Alderman Ward 6



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MEMORANDUM

To: Mayor & Board of Alderman
From: Rex Stringfellow, Building Official
Re: Accept Building Official Tree Recommendations - Tree applications through April 25, 2023
Section: CONSENT AGENDA
Meeting Date: May 2, 2023

Dear Mayor and Board:

Please find attached the following tree applications and Building Department recommendations for review & comment:

- 1) 10017 Iroquois Ave
- 2) 1326 Glacier Ave
- 3) 2531 Faulkner Ct

Tree Application Report

Findings from the review of applications and site visits

1) Application for 10017 Iroquois

Owner: Barbara Rodriguez

Request: Remove 1 small Live Oak tree that is lifting up the patio.

Building Dept. Finding: *Recommend APPROVING removal of small Live Oak. Tree is causing damage to the concrete patio and is a trip hazard.*

2) Application for 1326 Glacier Ave

Owner: Arline Wright

Request: Remove tree on patio that is leaning towards the house. It is uprooting & causing damage to the patio. The limbs previously caused roof damage to both my home & my neighbor's home. Would like to remove it before it causes more serious damage.

Building Dept. Finding: *Recommend APPROVING removal. Roots are causing damage to the patio. There is evidence of patio concrete repair in past.*

3) Application for 2531 Faulkner Ct

Owner: Robin May

Request: Remove all limbs that extend over the roof line of the home from the Live Oak located on the east side of the house, next to the driveway. Some limbs are larger than 6". Trim limbs away from pool enclosure in the backyard on Live Oak.

Building Dept. Finding: *Recommend APPROVAL to trim both Live Oak trees. Tree on east side of home is only about 1 ft from home and removal of these limbs will prevent future roof damage.*

City of Ocean Springs Building Department
1018 Porter Avenue, Ocean Springs, MS 39564
228-875-6712



Application is hereby made to the City of Ocean Springs, MS for official permission for tree removal and/or tree maintenance within the City limits. Application is being submitted in accordance with the guidelines defined in Section 4.11 of the City Unified Development Code effective April 26, 2019.

Application Date: 4-14-2023

Address/Location of Work to be Performed: 10017 Tricquios

Applicant Information:

Name: Donnie McClain Email: _____
Phone: _____ Alt Phone: _____

Owner Information (if different than applicant):

Name: Barbar Rodriguez Email: _____
Phone: 228-209-4200 Alt Phone : _____

Tree Contractor Information (if applicable):

Name: Donnie McClain's Tree Experts Email: _____
Phone: 228-219-6149 Alt Phone : _____

Description of work or alteration to be performed: Remove 1 small Live oak Tree
Lifting patio

Recommend approval. Tree roots are causing damage
to concrete & are a trip hazard. 4/26/23

Check the following boxes indicating the information for each has been provided and/or adhered to:

- ☐ Site Plan for Reference (the site plan must depict where the trees are in relation to the structure(s) and street/driveway)
- ☐ The trees referenced in this application have been identified with ribbon (supplied by the City of Ocean Springs Building Department upon request)
- ☐ Picture(s) for Reference (All pictures must depict trees already marked with ribbon; if tree is not marked, it will be inelligible for TPC consideration)

contact the Building Department for the decision that was made regarding the application.

4-14-2023

(Date)

Office Use Only:

Building Official Findings:

This image shows a single sheet of white paper with horizontal blue or grey ruling lines. The lines are evenly spaced and run across the width of the page. There is no handwriting or other markings on the paper.

MAYOR AND BOARD OF ALDERMEN AGENDA DATE: _____





City of Ocean Springs Building Department
1018 Porter Avenue, Ocean Springs, MS 39564
228-875-6712

Application is hereby made to the City of Ocean Springs, MS for official permission for tree removal and/or tree maintenance within the City limits. Application is being submitted in accordance with the guidelines defined in Section 4.11 of the City Unified Development Code effective April 26, 2019.

Application Date: 4/24/23

Address/Location of Work to be Performed: 1326 Glacier Ave. Ocean Springs, MS 39564

Applicant Information:

Name: Charles Irby Email: cirby50@gmail.com

Phone: 813-335-6386 Alt Phone: 228-238-8137

Owner Information (if different than applicant):

Name: Anline Wright Email: anlinecypca@yahoo.com.ph

Phone: 228-233-9800 Alt Phone: N/A

Tree Contractor Information (if applicable):

Name: Charles Irby Email: _____

Phone: 813-335-6386 Alt Phone: _____

Description of work or alteration to be performed: Cutting down the tree on patio

To cut the tree down that leaning towards the house. It is uprooting and th roots causes damage to the patio. The limbs had caused the roof damage and some of it, touches on the neighbors house. I want to cut it down before it causes more serious damage.

Thanks in advance and hoping for your kind consideration.

Check the following boxes indicating the information for each has been provided and/or adhered to:

- ☐ Site Plan for Reference (the site plan must depict where the trees are in relation to the structure(s) and street/driveway)
- ☒ The trees referenced in this application have been identified with ribbon (supplied by the City of Ocean Springs Building Department upon request)
- ☒ Picture(s) for Reference (All pictures must depict trees already marked with ribbon; if tree is not marked, it will be inelligible for TPC consideration)

I, the undersigned applicant, affirm that the foregoing information is true and accurate. I will have the full authority over the tree removal and/or tree alteration as described. I also acknowledge that, by submitting this application to the Tree Protection Committee, I do hereby authorize any agent of said committee to visit the location listed above as he or she deems necessary to make an informed decision regarding my application. It is my responsibility to contact the Building Department for the decision that was made regarding the application.

Charles Huff
Applicant Signature

07 24 23
(Date)

Office Use Only:

Building Official Findings:

Recommend approval. Roots causing
damage to patio. Concrete has already been
replaced several times 4/26/23.

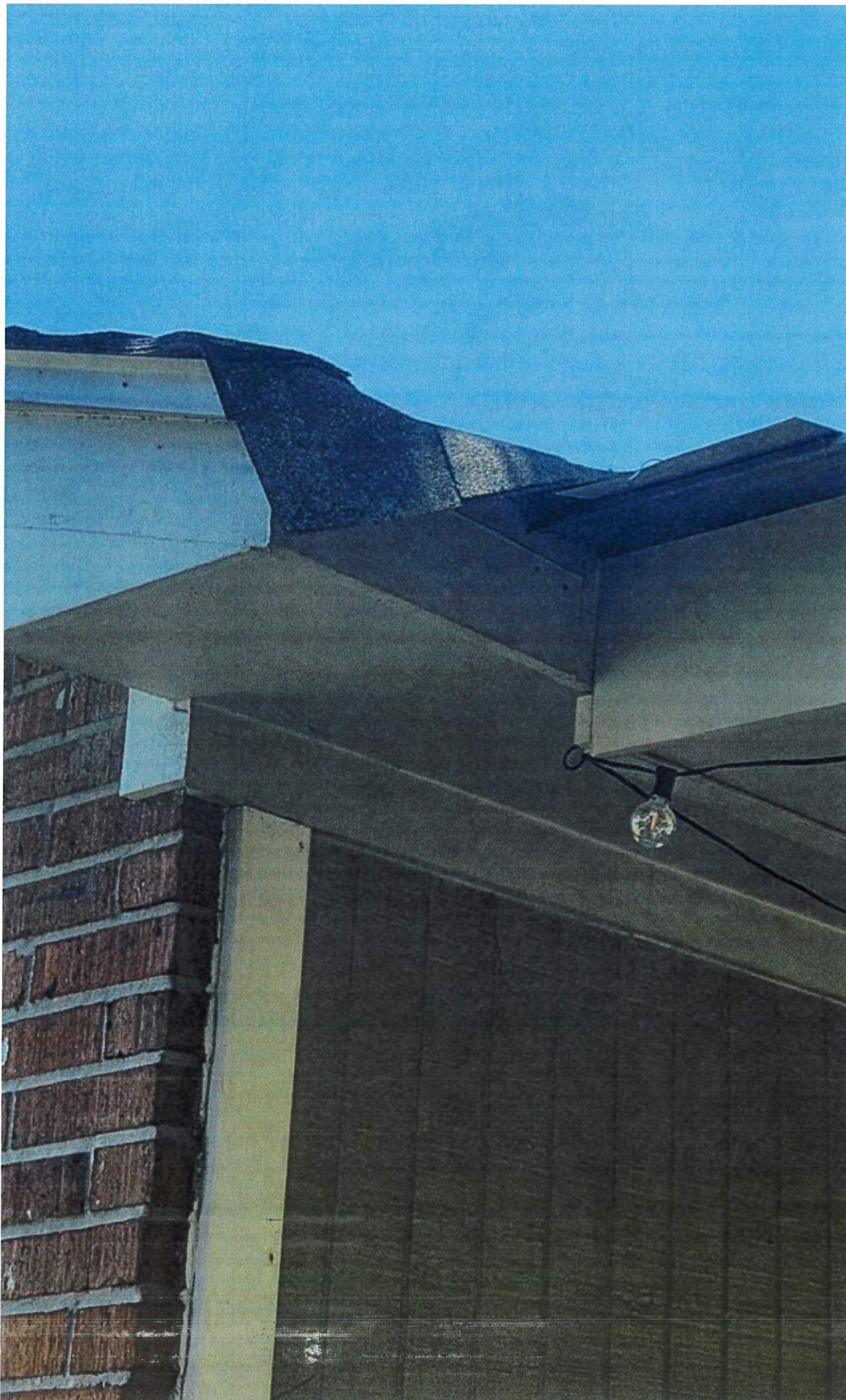
MAYOR AND BOARD OF ALDERMEN AGENDA DATE: _____











APPLICATION FOR PERMIT
TREE REMOVAL/MAINTENANCE

City of Ocean Springs Building Department
1018 Porter Avenue, Ocean Springs, MS 39564
228-875-6712 (Phone) 228-872-5427 (Fax)



Application is hereby made to the City of Ocean Springs, MS for official permission for tree removal and/or tree maintenance within the City limits. Application is being submitted in accordance with the guidelines defined in Section 4.11 of the City Unified Development Code effective April 26, 2019.

Application Date: 4-24-2023

Address/Location of Work to be Performed: 2531 Faulkner Ct

Applicant Information:

Name: Todd Lipps Email: _____

Phone: _____ Alt Phone: _____

Owner Information (if different than applicant):

Name: Robin May Email: _____

Phone: 228-229-2212 Alt Phone: _____

Tree Contractor Information (if applicable):

Name: Southern Tree Surgeons Email: toddgcif@yahoo.com

Phone: 228-369-5521 Alt Phone: _____

Description of work or alteration to be performed: _____

- Remove all limbs that extend over the roof line
 - One the line oak located on the east side of the house, next to driveway larger than 6 inches
 - Trim limbs away from pool enclosure in the back yard. one line oak
- Total of Two trees to be trimmed

Check the following boxes indicating the information for each has been provided and/or adhered to:

☐ Site Plan for Reference (the site plan must depict where the trees are in relation to the structure(s) and street/driveway)

☐ The trees referenced in this application have been identified with ribbon (supplied by the City of Ocean Springs Building Department upon request)

☐ Picture(s) for Reference (All pictures must depict trees already marked with ribbon; if tree is not marked, it will be inelligible for TPC consideration)

Recommend Approval. Tree is about 1' from home. 4/26/23







Kenny Holloway | **Mayor**
Bobby Cox | Alderman at Large
Jennifer Burgess | Alderman Ward 1
Rickey Authement | Alderman Ward 2

Kevin Wade | Alderman Ward 3
Ken Papania | Alderman Ward 4
Robert Blackman | Alderman Ward 5
Michael Impey, II | Alderman Ward 6



228.875.4236 | www.oceansprings-ms.gov

MEMORANDUM

To: Mayor & Board of Alderman
From: Rick Hutcherson, Code Enforcer
Re: Accept Code Report through April 27, 2023
Section: CONSENT AGENDA
Meeting Date: May 2, 2023

Code report through 27-April-2023



City of Ocean Springs
Building Department & Code Enforcement
1014 Porter Avenue-P.O. Box 1800
Ocean Springs, MS. 39564

Code report through April 28, 2023

WARD #1.

- **2855 Bienville** – 3/13/2023 (Classy Chassis) non-permitted banner. 3/13/2023 – spoke with manager.
 - **4/10/2023** – Followed up with associate.
- **1202 Bristol** – 4/10/2023 Roof without a permit.
 - **4/21/2023** – Letter sent.
- **5820 Chicopee** – 3/27/2023 Fence without a permit. 3/30/2023 – Letter sent.
 - **4/6/2023** – Applied for permit.
- **4022 Dunsinane** – 4/21/2023 Fence without a permit. 4/24/2023 - Sent letter.
 - **4/27/2023** – Applied for permit.
- **4024 Dunsinane** – 4/17/2023 Fence without a permit. 4/17/2023 - Sent letter.
 - **4/24/2023** – Applied for permit.
- **1603 Girvan** – 4/21/2023 Fence without a permit, sent letter. 4/24/2023 – applied for permit.
 - **4/27/2023** – Picked up permit. Close.
- **1216 King Henry** – 3/13/2023 Unlicensed vehicle. 3/13/2023 – Sent letter. 3/16/2023 - Spoke with owner, he will be back around the 1st and with take care of it. Monitor.
 - **4/19/2023** – Vehicle gone. Close.
- **1220 King Henry** – 4/17/2023 Roof without a permit.
 - **4/21/2023** – Letter sent.

- **102 Laurie** – 4/10/2023 Fence without a permit. 4/21/2023 – Sent letter.
 - **4/24/2022** – Applied for permit.
- **3205 Nottingham** – 11/14/2022 Fence without a permit. 11/23/2022 – Sent letter.
 - **12/6/2022** – Filed charges.
- **3224 Nottingham** – 4/4/2023 – reports of bees in neighboring back yard. 4/5/2023 – Emailed Ocean springs Animal Control officer to see if there are any special exemptions or protections for bees. 4/10/2023 – Nothing has been found to state that bees are prohibited. 4/13/2023 – Reached out to other officers in neighboring communities to see how they address bees. 4/12/2023 – Left voice message for complainant. 4/17/2023 – Spoke with complainant.
 - **4/27/2023** – Investigating bee and beekeeping regulations. Follow up with complainant due on 5/8/2023
- **3300 Nottingham** – 4/17/2023 Fence without a permit.
 - **4/21/2023** – Sent letter.
- **3311 Nottingham** – 3/28/2022 Unreconciled and outstanding permit for completed work.
 - **3/28/2023** – Sent letter.
- **3408 Queen Elizabeth** – 4/10/2023 Fence without a permit. 4/26/2023 – Letter Sent.
 - **4/26/2023** – Permit applied for.

WARD #2

- **1529 Bienville** – 3/10/2023 (Crazy Cajuns) Banner ordinance. 3/10/2023 – Spoke with owner,
 - **4/11/2023** – Banner gone. Close.
- **1703 Carpenter** – 3/20/2023 Unlicensed vehicle. 3/23/2023 – Sent letter.
 - **4/18/2023** – Vehicle gone. Close.
- **1711 Carpenter** – 6/9/2022 High grass, unlicensed/inoperable vehicle. 6/10/2022 Sent letter. 6/20/2022 Grass cut, follow up in 10 days. 6/28/2022 – monitoring. 7/11/2022 -- Grass is ok, vehicle was blocked and could not see the plate from the public domain. Monitoring. 7/20/2022– Grass is ok, vehicle remains blocked. Close (and monitor). 8/1/2022 – Sent final notice. 8/8/2022 – Spoke with owner, she asked for an extra week or two extension for the vehicle while maintaining the grass. I agreed. Follow-up on the 2nd patrol date. 8/29/2022 – Conditions remain,

letter to be sent. 9/13/2022 – Conditions remain, Tried to contact owner at the residence without success. I will monitor.

- 9/20/2022 – Filed Charges.
- 800 Cash Alley – 4/21/2023 Unreconciled and outstanding permit for completed work.
 - 4/21/2023 – Sent letter.
- 321 Cleveland – 2/28/2023 Multiple VCO infractions. Researching to find scope of violations, letter to be sent when complete. 3/7/2023 – Letter sent. 3/13/2023 - Emptying back house, applying for permit to tear it down. Monitor.
 - 3/31/2023 – Lots of clean up and deconstruction going on. Lots of progress is being made.
- 525 Cleveland – 4/21/2023 Unreconciled and outstanding permit for completed work.
 - 4/21/2023 – Sent letter.
- 1002 Denny – 8/4/2022 Called in case of exterior sanitation issues at 1001 Denny. Case is opened and documentation has begun. There will be letters to be sent to the owners for the multiple violations observed. 8/10/2022 – Documenting and preparing notice of violation letters. 8/19/2022 Letters sent. 8/25/2022 – One owner is contesting ownership of a property. 8/26/2022 – Reaching out to county to verify ownership. 9/9/2022 – Reviewing ownership and proceeding. 9/20/2022 – Sent Final Notice
 - 10/10/2022 – Filed Charges.
- 409 East Beach – 4/21/2023 non-conforming fence.
 - 4/26/2023 – Sent letter.
- 1115 East Cherokee – 4/26/2023 Building without a permit.
 - 4/26/2023 – Letter to be sent.
- 1415 Government (Pleasant's BBQ) - 1/03/2022 Reports of outdoor seating. Met with owner. He said that he has a verbal agreement with the church to utilize their parking during the week. He said that planning told him this would be acceptable if he “replaced” the lost frontal parking. 1/5/2022 - Emailed Planning dept to confirm, and to see if any possible concessions could have possible been made. Received aerial photo of the site plan that does NOT include any parking accommodations or exceptions. 1/26/2022 – After confirmation email from Planning, meeting with owner with email and above mentioned (approved) site plan to clarify any misunderstandings in bringing this property into compliance. 2/2/2022 – Sent letter. 2/5/2022 – Owner met with planning to review options. 2/24/2022 – emailed planning to check the status of review. 3/7/2022– Spoke with Wade in Planning. No new contact or provisions have been made or attempted. Final Notice

sent. 3/21/2022 – Filed charges with court. 5/11/2022 – Court date. No-show at court. The judge issued a continuance and summons for the owner. 6/22/2022 – Owner was a no-show at court again. 6/28/2022 – Waiting for next court date. 7/14/2022 - Owner added a netting/shading net to the structure. Has not attended court. The owner is avoiding being served for a new trial date. Awaiting trial date to be assigned.

- **8/29/2022** – Warrants officer is having difficulty locating the owner. She isn't at any property that is shown as her address; and none of her children know where she is.
- **1801 Government (Suite A)** – 4/21/2023 Unreconciled and outstanding permit for completed work.
 - **4/21/2023** – Sent letter.
- **808 Handy** – 4/21/2023 Unreconciled and outstanding permit for completed work. 4/21/2023 – Sent letter.
 - **4/24/2023** – Picked up permit. Close.
- **1007 Iberville** - 8/15/2022 – Exterior sanitation, junk, clutter. 8/15/2022 – Letter sent. 8/22/2022 – Conditions remain. 8/29/2022 -Conditions remain, second letter to be sent. 9/8/2022 – Conditions remain, Sent final notice. 9/20/2022 – Filed charges. 11/30/2022 – Court date – extension granted. 12/14/2022 – Court date. 12/20/2022 - Clean up underway. Cannot use reclaimed materials. Will reach out to owner's attorney. 3/1/2023 – Still trying to reach owner's attorney.
 - **4/14/2023** – Spoke with their attorney and relayed the information concerning the materials. He said that he will reach out to them.
- **1126 Iberville** – 4/12/2023 Fence without a permit.
 - **4/21/2023** – Letter sent.
- **1151 Iola** – 2/27/2023 Fence without a permit. 3/20/2023 – Letter sent.
 - **4/12/2023** – No permit obtained. Charges to be filed.
- **703 Porter** – 4/21/2023 Unreconciled and outstanding permit for completed work.
 - **4/21/2023** – Sent letter.
- **514 Rue Chatueaguay** – 4/17/2023 Fence without a permit.
 - **4/21/2023** – Letter sent.
- **605 Rue Maupeasant** – 4/17/2023 Fence without a permit.
 - **4/21/2023** – Letter sent.
- **1805 School** – 8/25/2022 – Failure to adhere to approved site plan. DS has spoken to the owners. MDOT issued statement that illegal structure must be removed from their property/right-of-way. 10/4/2022 – Sent letter.

- **10/7/2022** – Response from owner came in. She had mentioned her attorney. Charges will be filed, and court can sort it out, as it is not a legal matter.
- **413 Vancleave** – 4/6/2023 Report of vacant house in disrepair.
 - **4/12/2023** – Follow-up/inspect this week.
- **1128 Vermont** – 4/17/2023 Fence without a permit.
 - **4/21/2023** – Letter sent.
- **522 Washington** - 8/25/2022 – Garbage dumpster continuously left at the roadway. Owner has had numerous warnings. Building Official spoke with owner, he is doing some drainage repairs, and will maintain the dumpster in its enclosure once the work is complete. 8/25/2022 – Monitor. 9/28/2022 – Monitoring. 11/15/2022 – Sent final notice.
 - **12/13/2022** – Awaiting permission to file charges.
- **1123 West Cherokee** – 11/28/2022 – Fence repair without a permit. 11/30/2022 – sent letter. 12/9/2022 – Owner came into office and said he replaced less than 15'-0" and was well under the \$100 criteria. 12/9/2022 - Documented that approximately 65' of fencing was replaced. Permit is required. Reviewed with Building Official, permit is required. 12/20/2023 – Sent final notice. 1/31/2023 – Charges to be filed.
 - **1/31/2023** – Charges filed.

WARD #3

- **431 Bechtel** - 3/28/2022 – Opened case.
 - **1/31/2023** – Daily documentation continues.
- **1600 Bienville**– 4/26/2023 Feather flag violation.
 - **4/26/2023** – Letter to be sent.
- **316 Bills** – 4/17/2023 Fence without a permit.
 - **4/21/2023** – Letter sent.
- **408 Bills** – 4/21/2023 Unreconciled and outstanding permit for completed work. 4/21/2023 – Sent letter.
 - **4/25/2023** – Picked up permit. Close.
- **604 Brumbaugh** – 4/17/2023 Multiple exterior sanitation issues.
 - **4/21/2023** – Letter sent.

- **50 Choctaw** – 4/17/2023 Fence without a permit.
 - **4/21/2023** – Letter sent.
- **602 Dogwood** – 9/2/2022 Large pile of garbage/construction debris on property. Travel trailer illegally hooked up to utilities. 9/8/2022 – Sent letter. 9/15/2022 – Trailer unhooked. 9/27/2022 - received call about trailer being re-hooked. If so, file charges. 10/10/2022 – received another call about trailer being re-hooked. 10/11/2022 – appears that charges will need to be filed. 11/23/2022 – dilapidated vehicle onsite in addition to trailer concerns. 11/23/2022 – Sent final notice. 11/29/2022 – Trailer unhooked, monitor. 12/9/2022 - - Owner (tenant?) called and said it will remain unhooked and will be gone by the 1st. 12/21/2022 – Trailer remains. 12/28/2022 – Still on site. 1/3/2023 – Still on premises 12/9/2022 – Owner (tenant?) called and said it will remain unhooked and will be gone by the 1st. 1/3/2023 – Filed Charges.
 - **3/30/2023** – Charges dropped. Close.
- **612 Dogwood** – 10/13/2022 Grass and Dilapidated vehicle. 10/13/2022 – Sent letter. 10/13/2022 – Spoke with neighbor, both owners have died. There seems to be an issue with the will/ownership. 11/23/2022 – Sent final notice. 12/13/2022 – Charges to be filed.
 - **1/3/2023** – Charges filed.
- **2113 Government, Suite K1** – 4/21/2023 Unreconciled and outstanding permit for completed work.
 - **4/21/2023** – Sent letter.
- **128 Holcomb** – 1/26/2023 Called in report of operating a business without a privilege license. Added to currently opened court case involving said business. 3/1/2023 - Found guilty on all counts, to be fined by court, required to obtain license.
 - **3/16/2023** – Called in report(s) of business still illegally operating from residentially zoned area without a license.
- **132 Holcomb** – 3/10/2023 Exterior sanitation.
 - **3/10/2023** – Letter sent.
- **236 Holcomb** – 12/27/2022 Roof without a permit. 12/27/2023 – Sent letter. 1/31/2023 - No permit has been applied for, charges to be filed.
 - **3/10/2023** – Charges filed.
- **2022 Kensington (A)** – 12/13/2022 Illegal structure, building without a permit. 12/15/2022 – Letter sent. 12/17/2022 – Owner came into office. Conex box is a rental to put his stuff in as he disassembles and tears down his current (decaying) shed. He intends to rebuild a new (and compliant) shed on the same location. He understands that a permit is required. He hopes to begin working after the first of

the year. 2/17/2023 - Went by residence, left my card in the door. 3/15/2023 - Permit applied for; dirt work has begun.

- **4/12/2023** - Permit and variance is in the hands of Planning department.
- **2022 Kensington (C)** - 4/5/2023 Complainant gave identical list of complaints as "B", and in the same order. 4/10/2023 - Called Complainant, he stated that he has no complaints, and wishes to close the opened report/case. Closed.
 - **4/20/2023** - Resident called with a change of heart, and wishes to reopen complaint. When asked of his issues, I was told "everything that *Complainant B* said". No new case is opened, Will continue to monitor on weekly patrols. Leaving open through Next week's patrol.
- **176 Linda** - 12/8/2022 Overgrown grass. Notice on door. Abandoned? 12/13/2022 - investigating property. No water service for over five years. 12/12/2022 - Letter sent to owner. 12/27/2022 - Spoke with owner, he will have son/contractor make the necessary corrective actions.
 - **1/4/2023** - charges filed.
- **17 Royal** - 2/2/2023 Fence without a permit. 2/8/2023 - Letter sent.
 - **3/29/2023** - Charges filed.
- **503 Seymour** - 11/17/2022 Exterior Sanitation. 11/21/2022 - Sent letter
 - **12/1/2022** - Filed charges.
- **513 Seymour** - 4/13/2023 Fence without a permit.
 - **4/21/2023** - Letter sent.
- **113 Stennis** - 4/13/2023 Fence without a permit.
 - **4/13/2023** - Letter sent.
- **124 Stennis** - 12/27/2022 Work without a permit. Issued STOP WORK. 1/19/2023 - Stop Work was removed.
 - **1/24/2022** - No permit has been applied for or issued. Charged to be filed. Researching legalities of removal of Stop work order.

WARD #4

- **3113 Breezy Hill** - 4/14/2023 Fence without a permit.
 - **4/14/2023** - Issued stop work.
- **15 Bryant** - 3/15/2023 Dilapidated vehicle.
 - **3/20/2023** - Letter sent.

- **101 Burton** – 3/15/2023 Dilapidated vehicle.
 - **3/20/2023** – Letter sent.
- **104 Burton** – 8/17/2022 Extreme clutter, and exterior sanitation issues. 8/17/2022 – Letter sent. 9/8/2022 – No change, sent 2nd letter. 9/14/2022 – No change, waiting on time.
 - **9/20/2022** – Filed charges.
- **2700 Catherine** – 10/10/2022 Fence without a permit. 10/10/2022 – Sent letter. 11/30/2022 – Sent final notice. 12/13/2023 – Charges to be filed.
 - **2/3/2023** – Charges filed.
- **2701 Catherine** – 11/1/2022 Fence without a permit. 11/30/2022 – Sent letter. 11/30/2022 – Sent final notice. 12/13/2023 – Charges to be filed.
 - **2/3/2023** – Charges filed.
- **2713 Catherine** – 12/15/2022 Roof without a permit. 12/15/2022 – Sent letter. 12/13/2023 – Charges to be filed.
 - **2/3/2023** – Charges filed.
- **411 Holcomb** – 9/12/2022 Slab without a permit. 9/13/2022 – Sent letter. 12/6/2022 – Charges filed.
 - **4/13/2023** – Public Works poured slab. Close.
- **203 Hunter** – 2/1/2023 Exterior sanitation
 - **2/8/2023** – Letter sent.
- **301 Hunter** – 3/15/2023 Exterior sanitation. 3/20/2023 – Letter sent.
 - **3/28/2023** – Anonymous complaint called in about property conditions.
- **126 Lafayette** – 8/11/2022 Fence without permit. Zoning conflict with height and setback. 8/11/2022 – Sent letter. 8/29/2022 – Spoke with Planning, owner has applied for a right to encroach. 12/12/2022 - Spoke with Planning, owner has NOT applied for a right to encroach, she took an application but has not submitted it.
 - **1/3/2023** – Charges filed.
- **202 Morris Noble** – 2/1/2023 Work being done without a permit. 2/1/2023 Posted STOP WORK and left door hanger.
 - **3/8/2023** – STOP WORK removed, work continued. Filed charges.
- **105 North** – 3/15/2023 Exterior sanitation/refrigerator with doors on it.
 - **3/20/2023** – Letter sent.

- **100 Pecan Park** -10/14/2021 Verified that grass is high. But is not currently a code violation. 10/25/2021 high grass, weeds. Dilapidated vehicle on blocks. Photos taken. 10/27/2021 Letter to be mailed. 11/09/2021 Lawn cut; dilapidated vehicle remains. Property appears vacant. 11/30/2021 Letter returned. No utilities to property, dilapidated vehicle remains. Property is vacant. 12/20/2021 Search for owner remains. Property is vacant. 1/10/2022 Sent letter to (deceased) owner's mother for a possible lead to a responsible party. 1/20/2022 - Received email from (deceased) owner's daughter. The property is currently tied up in litigation. Nothing can be done at this time. 8/8/2022 - Reached out to (deceased) owner's daughter regarding the conditions of the property. Suggesting that she petition the court to allow property maintenance. 8/11/2022 - Received response from daughter, she had me check the property today. It was mowed. The property is still in litigation.
 - **8/19/2022** - Property was cut. Vehicle remains. The property is still in litigation.
- **102 Pecan Park** - 3/7/2023 Roof without a permit. 3/10/2023 - Letter sent.
 - **3/29/2023** - Charges filed.
- **2502 Ridgewood** - 2/2/2023 Status inquiry of property following house fire. 2/8/2023 - Letter sent. 3/7/2023 - Left door hanger. 3/16/2023 - Spoke with owner, he explained the EXTREME circumstances that have befallen him since the fire. It is his intention to sell the home (as is). I asked him to follow up with me in a month. 3/28/2022 - Neighbor called in with safety concerns, including cats and racoons being on the property. I am reaching out to the owner for him to secure the building. 4/12/2023 - Left door hanger. Trying to contact the owner for an update, and alert him to the securement provisions. They were included in his initial letter.
 - 4/25/2023 - received voice message from owner. I have been trying to contact him without success.
- **700 Twin Oaks** -10/14/2021 Cars in disrepair onsite, trash and debris.10/14/2021 Looks like owner is cleaning out garage. Will follow up in two weeks.10/18/2021 high grass, weeds, dilapidated vehicles, junk, and excessive clutter. Photos taken; letter sent. 10/26/2021 some clean up made, giving the 10 days as cited in letter. Will follow up. 11/10/2021 Progress appears to have halted. Will issue Second notice. 11/24/2021 The clutter seems to be gravitating to the fence and back yard, will check next week and report. 12/3/2021 - Sent 2nd letter. 12/14/2021 Spoke with owner. He was recently diagnosed with liver cancer and will be going through treatments. He said that he will work on the list of violations. He requested more time, I agreed. I will follow up in a month before contacting him again. 1/12/2022 - still inside the 30-day grace period I granted to the owner. 1/24/2022 - There appears to be a lot of activity going on. Likely it is some sort of re-organization. I will continue to monitor. 2/22/2022 - Progress has slowed but is still ongoing. I will continue to monitor as long as the work continues. 3/9/2022 - Looks like the back area is nearly done, however a bus is now on site. 3/18/2022 - Trying to reach owner about the bus 4/11/2022 - Most everything is under the carport now.

Property is nearing compliance. 6/15/2022 - Bus is now onsite. I am reaching out to the owner to find out his intent with the bus, and when he feels the property will be in compliance. I will proceed with which course is necessary. 9/8/2022 - Sent a final notice, listed violations so there is no confusion. 9/20/2022 - Filed Charges

- **11/23/2022** - Appears that owner is painting cars onsite. This will fall under the umbrella of charges filed already.
- **2701 Walton** - 4/21/2023 Unreconciled and outstanding permit for completed work.
 - **4/21/2023** - Sent letter..
- **113 Water Oaks** - 3/15/2023 Roof without a permit. 3/20/2023 - Sent letter.
 - **3/30/2023** - Charges filed.

WARD #5

- **3419 Bienville**
- **3421 Bienville**
- **3425 Bienville**
- **3427 Bienville**
- **3502 Groveland**
 - **Parcels: 60127330.060, 60127450.000, 60127460.000, 60127470.000, 60127480.000, 60127480.000, 60127490.000, 60127491.000, 60127491.050**
- **7/19/2022** - Twin Pines Motel and Trailer Park. 3/29/2023 - *case under review*.
 - **4/12/2023** - Charges Dropped.
- **3612 Bienville** - 4/21/2023 Illegal inflatable guy.
 - **4/24/2023** - Spoke with manager. Inflatable removed. Close.
- **3521 Government** - 4/20/2022 Exterior sanitation, high grass and weeds. Please review prior reports for detailed updates. 2/15/2022 - Property is in the process of being cleared, albeit slowly. Monitor. 3/2/2023 - continue to monitor.
 - **4/3/2023** - Owner will hire a third party to finish the work.
- **3609 Hedgewood** - 3/15/2023 Fence without a permit.
 - **3/20/2023** - Letter sent.
- **5005 Heritage** - 3/28/2023 Unreconciled and outstanding permit for completed work.
 - **3/28/2023** - Sent letter.

- **90 Industrial Park** – 3/15/2023 Exterior sanitation, and environmental concerns.
 - **3/15/2023** – Spoke with office manager, she will give info to her boss.
- **104-A Industrial Park** – 3/15/2023 Exterior sanitation, and environmental concerns.
 - **3/20/2023** – Letter sent.
- **107 Industrial Park** – 3/15/2023 Exterior sanitation, and environmental concerns. 3/20/2023 – Letter sent.
 - **3/20/2023** – Spoke to owner.
- **112 Industrial Park** – 3/15/2023 Exterior sanitation, and environmental concerns. 3/20/2023 – Letter sent.
 - **3/22/2023** – Met with MDEQ and owner onsite to review what changes need to be made.
- **139 Linnet** – 3/28/2022 Unreconciled and outstanding permit for completed work. 3/28/2023 – Sent letter.
 - **4/21/2023** – Obtained permit. Close
- **145 Linnet** – 11/16/2022 Exterior Sanitation. 11/21/2022 – Sent letter. 12/1/2022 – Filed charges. 12/5/2022 - Owner is in the hospital. Volunteers are planning to clean her property. If it comes into compliance, I will drop charges. 12/28/2023 – Continuing to monitor. 2/8/2023 - missing fence boards were replaced. Appears as if some of the outdoor work may be beginning.
 - **3/29/2023** – Many Amazon/UPS packages have been cleared from doorway. Looks like cleanup is still ongoing. Continue to monitor.
- **1107 Magnolia Bayou** – 4/12/2023 Fence without a permit.
 - **4/21/2023** – Letter sent.
- **1206 Magnolia Bayou** – 3/31/2023 Fence without a permit. 3/31/2023 – Sent letter.
 - **4/21/2023** – Sent final notice.
- **9400 Ocean Springs** - 11/28/2022 Exterior Sanitation, pallets, appliances. 11/30/2022 – Sent letter. 1/3/2023 - Improvements made. Most items moved to the back of property. Monitor. 1/31/2023 - Property conditions reverted to a worse condition than initially noted. Charges to be filed.
 - **3/7/2023** –Charges filed.
- **126 Reynolds** – 3/28/2022 Unreconciled and outstanding permit for completed work.
 - **3/28/2023** – Sent letter.

- **3508 Springwood** – 3/28/2022 Unreconciled and outstanding permit for completed work. 3/28/2023 -Sent letter.
 - **3/30/2023** – Spoke with owner. He requested a little time to come in. Expects to be in this month (April), I said ok.
- **3829 Versailles** – 10/12/2022 Exterior Sanitation, not enough to be flagged, but documenting given the property's history. 11/16/2022 – Property is in violation, send letter. 11/21/2022 – Sent letter. 12/1/2022 – Filed Charges. Documentation will continue. 1/18/2023 – Took documentation photos. 1/23/2023 – Received Photos and video from Alderman. 1/24/2023 – Received photos and videos from neighbor. Photos and videos depict live rats on site and in the owner's vehicle. These submissions raise serious sanitation concerns beyond the charges filed. 1/25/2023 – Made inspection while on patrol. 1/25/2023 – Received complaint from HOA president about inoperable vehicles filled with trash and vermin. 1/25/2023 – Met with City Prosecutor to review case file, history, and options moving forward. 1/27/2023 – Neighbor called in anonymous report. Concerns of rats, smell, conditions, and said owner fed their dogs rotten hot dogs and made them sick took them to the vet. I will get with Prosecutor before court about this on Wednesday. 1/30/2023 - Another neighbor called in a complaint about trash and garbage, stench, and rats.
 - **3/15/2023** – Pled No contest to all charges. Final sentencing will be 4/19/2023.
 - Spoke to new owner (**4/12/2023**) and was brought up to speed on HIS efforts to bring the property into compliance. It is, unfortunately, going to get worse before it gets better due to the condition of the home and the sheer volume of work to be done. I understand the process, and agree, but it cannot be avoided. I will work with him as I can, once the previous owner vacates the property, and her period of responsibility has been exhausted.
 - Court fined her \$2200, and 30 days in jail. Said he would suspend portions of the fines and sentence, provided that she is out of the residence by May 1, 2023.

WARD #6

- **4121 Bienville** – 7/19/2022 Live Oak Landing Trailer Park. Multiple concerns and violations, including excessive and overgrown vegetation, unlicensed vehicles, dilapidated vehicles, trailers left in the roadway, boat left in the roadway, exterior sanitation, dilapidated structures, unsafe structures, exterior sanitation, tires, can concerns of rodent harborage. Patrolled and documented 7/5/2022, 7/12/2022 and 7/19/2022. 7/19/2022 – Sent letter to owner. 7/26/2022 – Made follow up inspection. Updated the violations list and sent 2nd letter to owner. 8/2/2022 -

Regular patrol date, work has begun to remedy the violation issues. 8/8/2022 – Continued improvement on some, some new violations under the same umbrella. 8/8/2022- Sent final notice to owner.

- **8/18/2022** – Awaiting permission to file charges.
- **4142 Bienville** – 11/14/2022 Abandoned house, trash. Exterior sanitation. No water service since August. 11/17/2022 – Roll-off on site. 11/28/2022 – Roll-off gone. 12/2/2022 – Work has stopped, trash is everywhere. Letter sent. 12/7/2022 – Letter returned. 12/7/2022 – Resent letter to alternate location. 12/22/2022 – People on-site appear to be working.
 - **1/3/2023** – Charges filed.
- **1322 Glacier** – 4/18/2023 Slab without a permit.
 - **4/21/2023** – Sent letter
- **5005 Heritage** – 3/28/2022 Unreconciled and outstanding permit for completed work. Sent letter.
 - **3/30/2023** – Permit picked up, close.
- **9309 Meadowview** – 4/18/2023 Fence without a permit.
 - **4/21/2022** – Sent letter.
- **1237 Parktown** – 11/29/2022 Renovation without permit. 12/5/2022 – Sent letter 12/29/2022- charges to be filed.
 - **1/4/2023** – Charges filed.
- **1306 Parktown** – 1/21/2022 Unlicensed and dilapidated vehicle on premises. Sent letter. 2/2/2022 - Conditions remain, sent second letter. 2/23/2022 – Sent final notice. 3/8/2022 – Conditions remain. 2/23/2022 – File charges with court. 3/9/2022 – Filed charges with court. 4/26/2022 – Awaiting court date. 6/8/2022 – Warrants officer informed me that he has not been served. He has been by the residence multiple times, but the gentleman is never there, and he has left his card on multiple occasions. 6/15/2022 - Warrants officer located an alternate address and is going to serve him at that location. 8/29/2022 – Summons to be re-sent.
 - **9/5/2022**- Charges filed with court.
- **4606 Pinehaven** – 9/12/2022 Roof without a permit. 9/29/2002 – Sent letter.
 - **10/10/2022** – Filed Charges
- **65 Whisperwood** – 4/18/2023 Fence without a permit.
 - **4/21/2023** – Sent letter.
- **3902 Yosemite** – 10/18/2022 Siding without a permit. 11/9/2022 – Sent letter. 12/29/2022 – Charged to be filed.
 - **1/4/2022** – Charges filed.

- **4107 Yosemite** – 9/8/2022 roof without a permit. 9/8/2022 – Sent letter.
9/28/2022 – Sent 2nd letter.
 - **10/10/2022** – Filed Charges.
- **4202 Yosemite** – 11/29/2022 Exterior Sanitation. 11/30/2022 – Sent letter
12/5/2022 – Sent final letter.
 - **1/5/2023** – Filed Charges.





Ocean Springs, MS

5/2/2023 DOCKET OF CLAIMS

By Vendor Name

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Vendor: 04580 - AGJ SYSTEMS & NETWORKS INC					
AGJ SYSTEMS & NETWORKS INC	104141	05/02/2023	EMAIL HOSTING	001-140-602-0000	1,175.12
AGJ SYSTEMS & NETWORKS INC	104141	05/02/2023	EMAIL HOSTING 25%	401-300-602-0000	384.38
AGJ SYSTEMS & NETWORKS INC	104192	05/02/2023	BACKUP AND DISASTER RECOVERY SERVER	001-140-602-0000	487.50
AGJ SYSTEMS & NETWORKS INC	104192	05/02/2023	BACKUP AND DISASTER RECOVERY SERVER BDR 25%	401-300-602-0000	162.50
AGJ SYSTEMS & NETWORKS INC	MSP-104092	05/02/2023	MSP- COMPLETE CARE	001-140-602-0000	7,650.00
AGJ SYSTEMS & NETWORKS INC	MSP-104092	05/02/2023	MSP- COMPLETE CARE 25%	401-300-602-0000	2,550.00
Vendor 04580 - AGJ SYSTEMS & NETWORKS INC Total:					12,409.50
Vendor: 03219 - ALL AMERICAN TOWING & RECOVERY INC.					
ALL AMERICAN TOWING & REC...	23-41107	05/02/2023	Towing of #124 Trash Trk to Johnson Diesel	001-301-630-0000	325.00
Vendor 03219 - ALL AMERICAN TOWING & RECOVERY INC. Total:					325.00
Vendor: 031521 - AMY BURNEY					
AMY BURNEY	INV0019010	05/02/2023	REIMBURSE WORK BOOT PURCHASE	001-550-535-0531	42.99
Vendor 031521 - AMY BURNEY Total:					42.99
Vendor: 05742 - AT&T					
AT&T	INV0019011	05/02/2023	228 818-5461 297 0593 BACKUP LINE	001-200-612-0000	35.70
Vendor 05742 - AT&T Total:					35.70
Vendor: 04873 - AUDIO WAVE, INC.					
AUDIO WAVE, INC.	A56128	05/02/2023	EMPS2QMS2 Lights	001-200-630-0000	519.96
AUDIO WAVE, INC.	A56128	05/02/2023	Labor	001-200-630-0000	400.00
AUDIO WAVE, INC.	A56128	05/02/2023	PMP2WDG15B Wedge	001-200-630-0000	51.96
AUDIO WAVE, INC.	A56128	05/02/2023	Labor lights	001-200-630-0000	300.00
AUDIO WAVE, INC.	A56128	05/02/2023	Shop supplies	001-200-630-0000	40.00
AUDIO WAVE, INC.	A56340	05/02/2023	Labor	001-200-630-0000	200.00
AUDIO WAVE, INC.	A56489	05/02/2023	Labor	001-200-630-0000	675.00
Vendor 04873 - AUDIO WAVE, INC. Total:					2,186.92
Vendor: 00943 - AUTO TRUCK & TRAILER PARTS INC					
AUTO TRUCK & TRAILER PARTS ...	305366	05/02/2023	Enclosed trailer handle	001-352-563-0000	55.00
AUTO TRUCK & TRAILER PARTS ...	305366	05/02/2023	LED Trailer Light	001-352-563-0000	25.00
AUTO TRUCK & TRAILER PARTS ...	305367	05/02/2023	#8181-35 Hydraulic Reservoir	001-301-563-0000	103.90
Vendor 00943 - AUTO TRUCK & TRAILER PARTS INC Total:					183.90
Vendor: 04613 - BEARD EQUIPMENT COMPANY					
BEARD EQUIPMENT COMPANY	1632272	05/02/2023	repairs john deere 5055d	001-550-630-0000	694.88
Vendor 04613 - BEARD EQUIPMENT COMPANY Total:					694.88
Vendor: 02654 - BIG RIDGE VETERINARY HOSPITAL, PA					
BIG RIDGE VETERINARY HOSPIT...	267110	05/02/2023	Axe Vet Visit	001-260-521-0000	66.92
Vendor 02654 - BIG RIDGE VETERINARY HOSPITAL, PA Total:					66.92
Vendor: 01306 - BILOXI PAPER CO INC					
BILOXI PAPER CO INC	443343	05/02/2023	Tork Matic Standard White	001-550-510-0000	1,099.00
BILOXI PAPER CO INC	443343	05/02/2023	M99 9" JRJ Tissue	001-550-510-0000	763.20
BILOXI PAPER CO INC	443840	05/02/2023	Clean Safe Foaming Hand Soap - Lavender	001-550-510-0000	77.10
Vendor 01306 - BILOXI PAPER CO INC Total:					1,939.30
Vendor: 031571 - BLAINE ASHLEY					
BLAINE ASHLEY	INV0019109	05/02/2023	LIGHT RENTAL AND SOUND TECH 4/28 - 4/29	010-140-703-0010	300.00
Vendor 031571 - BLAINE ASHLEY Total:					300.00

5/2/2023 DOCKET OF CLAIMS

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Vendor: 02619 - BRYAN MILLING					
BRYAN MILLING	0384	05/02/2023	WOOD CUTOUTS ON CNC MACHINE	010-140-703-0008	460.00
Vendor 02619 - BRYAN MILLING Total:					460.00
Vendor: 031531 - CARLIE DIKES					
CARLIE DIKES	R00220141	05/02/2023	COMMUNITY CENTER RENTAL DEPOSIT	001-001-341-0341	300.00
Vendor 031531 - CARLIE DIKES Total:					300.00
Vendor: 031581 - CAROL IVERSON - COLES					
CAROL IVERSON - COLES	R00238430	05/02/2023	COMMUNITY CENTER DEPOSIT REFUND	001-001-341-0341	300.00
Vendor 031581 - CAROL IVERSON - COLES Total:					300.00
Vendor: 00039 - CENTRAL PIPE SUPPLY, INC.					
CENTRAL PIPE SUPPLY, INC.	S100307048.014	05/02/2023	Ford brass curb stop 1"	401-750-571-0000	579.36
CENTRAL PIPE SUPPLY, INC.	S100307048.014	05/02/2023	Ford brass curb stop 3/4" FIPT x 1" FIPT	401-750-571-0000	1,212.20
CENTRAL PIPE SUPPLY, INC.	S100307048.015	05/02/2023	Ford brass curb stop 3/4" CTS x 1" FIPT	401-750-571-0000	1,580.20
CENTRAL PIPE SUPPLY, INC.	S100307048.015	05/02/2023	Ford curb stop 1" x 3/4"	401-750-571-0000	1,711.80
CENTRAL PIPE SUPPLY, INC.	S100307048.016	05/02/2023	Ford 90 ELL 3/4" x 1"	401-750-571-0000	625.60
CENTRAL PIPE SUPPLY, INC.	S100313537.010	05/02/2023	Ford brass curb stop 2" CTS X Meter Flange	401-750-571-0000	684.10
CENTRAL PIPE SUPPLY, INC.	S100323864.007	05/02/2023	FORD BRASS CURB STOP 2" FIPT X METER FLANGE	401-750-571-0000	722.62
Vendor 00039 - CENTRAL PIPE SUPPLY, INC. Total:					7,115.88
Vendor: 05654 - CHANCELLOR, INC.					
CHANCELLOR, INC.	030245854-01	05/02/2023	Red/Green LED Exit/Unit Combo (Planning)	001-301-563-0000	62.66
CHANCELLOR, INC.	030245856-01	05/02/2023	Fluor lamp	001-301-563-0000	95.70
CHANCELLOR, INC.	030249161-01	05/02/2023	MOC S30NO Roto Float 30 FT normal open w/ anchor	401-751-571-0000	2,933.60
CHANCELLOR, INC.	030249161-01	05/02/2023	MOC S50NO Roto Float 50 FT normal open w/ anchor	401-751-571-0000	1,982.64
Vendor 05654 - CHANCELLOR, INC. Total:					5,074.60
Vendor: 02740 - CHARLES DALE					
CHARLES DALE	INV0019012	05/02/2023	SECURITY SERVICES 4/17 - 4/26	001-550-688-0000	260.00
Vendor 02740 - CHARLES DALE Total:					260.00
Vendor: 04702 - CITY ELECTRIC SUPPLY CO.					
CITY ELECTRIC SUPPLY CO.	GFP/008789	05/02/2023	50w -80w color sect 120-277v Tam-lite	001-550-911-0000	339.90
Vendor 04702 - CITY ELECTRIC SUPPLY CO. Total:					339.90
Vendor: 06098 - COASTAL DEVELOPMENT & CONSTRUCTION, LLC					
COASTAL DEVELOPMENT & CO...	607-7	05/02/2023	PARKTOWN AREA DRAINAGE IMPROVEMENTS 3/21 - 4/3	310-335-911-0000	31,726.48
Vendor 06098 - COASTAL DEVELOPMENT & CONSTRUCTION, LLC Total:					31,726.48
Vendor: 01714 - COASTAL FIRE AND SAFETY, LLC					
COASTAL FIRE AND SAFETY, LLC	32798	05/02/2023	City Hall Fire/ Burglary Monthly Monitoring	001-140-630-0000	74.00
COASTAL FIRE AND SAFETY, LLC	32798	05/02/2023	Community Center Fire/ Burglary Monthly Monitoring	001-194-630-0000	74.00
COASTAL FIRE AND SAFETY, LLC	32798	05/02/2023	Civic Center Fire/ Burglary Monthly Monitoring	001-195-630-0000	74.00
Vendor 01714 - COASTAL FIRE AND SAFETY, LLC Total:					222.00
Vendor: 02376 - CONSOLIDATED ELECTRICAL DISTRIBUTORS, INC.					
CONSOLIDATED ELECTRICAL DIS...	2871-1046833	05/02/2023	4 POSITION CROSS ARMS	008-550-911-0924	7,968.00
CONSOLIDATED ELECTRICAL DIS...	2871-1046372	05/02/2023	15A 125V DUP RCPT	008-650-901-0000	28.98
CONSOLIDATED ELECTRICAL DIS...	2871-1046372	05/02/2023	1/2 CONN KIT .125" -.650"	008-650-901-0000	72.18
CONSOLIDATED ELECTRICAL DIS...	2871-1046372	05/02/2023	1 GANG RCPT ENCL	008-650-901-0000	116.64

5/2/2023 DOCKET OF CLAIMS

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
CONSOLIDATED ELECTRICAL DIS...	2871-1046372	05/02/2023	1G RT BX 3 1/2HUBS (T11)	008-650-901-0000	52.29
Vendor 02376 - CONSOLIDATED ELECTRICAL DISTRIBUTORS, INC. Total:					8,238.09
Vendor: 06029 - CYPRESS ENVIRONMENTAL SERVICES, LLC					
CYPRESS ENVIRONMENTAL SER...	2348	05/02/2023	FRONT BEACH EVENT SPACE AND MARINA MARCH 2023	304-330-600-0000	45,304.00
Vendor 06029 - CYPRESS ENVIRONMENTAL SERVICES, LLC Total:					45,304.00
Vendor: 00227 - DOGWOOD CERAMICS					
DOGWOOD CERAMICS	6644	05/02/2023	clay	001-550-540-0542	530.00
Vendor 00227 - DOGWOOD CERAMICS Total:					530.00
Vendor: 05068 - DONNIE MCCLAIN'S TREE EXPERTS					
DONNIE MCCLAIN'S TREE EXPE...	INV0019008	05/02/2023	St clearance Davidson hills/Cherokee/frontage	001-191-689-0000	4,900.00
DONNIE MCCLAIN'S TREE EXPE...	INV0019007	05/02/2023	remove two damage trees from the office	001-550-630-0000	3,800.00
Vendor 05068 - DONNIE MCCLAIN'S TREE EXPERTS Total:					8,700.00
Vendor: 00125 - DPC ENTERPRISES L.P.					
DPC ENTERPRISES L.P.	212000591-23	05/02/2023	Chlorine cylinder delivery Dec 2022 - Sept 2023	401-750-543-0000	751.22
DPC ENTERPRISES L.P.	212000592-23	05/02/2023	Chlorine cylinder delivery Dec 2022 - Sept 2023	401-750-543-0000	500.81
DPC ENTERPRISES L.P.	212000593-23	05/02/2023	Chlorine cylinder delivery Dec 2022 - Sept 2023	401-750-543-0000	250.41
DPC ENTERPRISES L.P.	212000594-23	05/02/2023	Chlorine cylinder delivery Dec 2022 - Sept 2023	401-750-543-0000	250.41
DPC ENTERPRISES L.P.	212000595-23	05/02/2023	Chlorine cylinder delivery Dec 2022 - Sept 2023	401-750-543-0000	500.81
Vendor 00125 - DPC ENTERPRISES L.P. Total:					2,253.66
Vendor: 05394 - EAGLE ENERGY INC.					
EAGLE ENERGY INC.	38431	05/02/2023	Annual fuel delivery service Oct 22- Sept 23	001-301-525-0000	6,601.12
EAGLE ENERGY INC.	38432	05/02/2023	Annual fuel delivery service Oct 22- Sept 23	001-301-525-0000	5,114.97
EAGLE ENERGY INC.	38440	05/02/2023	Fuel for Police, Fire, Parks at the Police Dept.	001-200-525-0000	7,441.22
Vendor 05394 - EAGLE ENERGY INC. Total:					19,157.31
Vendor: 03684 - EXPRESS SERVICES, INC.					
EXPRESS SERVICES, INC.	28807449	05/02/2023	TEMP EMPLOYEE HOURS W/E 3/26/23	401-750-499-0000	584.96
EXPRESS SERVICES, INC.	28859478	05/02/2023	TEMP EMPLOYEE HOURS W/E 4/9/23	001-352-499-0000	292.48
EXPRESS SERVICES, INC.	28859478	05/02/2023	TEMP EMPLOYEE HOURS W/E 4/9/23	401-751-499-0000	292.48
EXPRESS SERVICES, INC.	28923791	05/02/2023	TEMP EMPLOYEE HOURS W/E 4/23/23	001-352-499-0000	438.72
EXPRESS SERVICES, INC.	28923791	05/02/2023	TEMP EMPLOYEE HOURS W/E 4/23/23	001-353-499-0000	403.65
Vendor 03684 - EXPRESS SERVICES, INC. Total:					2,012.29
Vendor: 00419 - FAST EDDIE'S, INC					
FAST EDDIE'S, INC	124304	05/02/2023	OIL CHANGE B-5	001-191-630-0000	88.99
FAST EDDIE'S, INC	124324	05/02/2023	Oil change and service for police vehicle fleet	001-200-525-0000	87.88
FAST EDDIE'S, INC	124325	05/02/2023	Oil Change for Fire Unit F-5	001-260-525-0000	52.50
FAST EDDIE'S, INC	124333	05/02/2023	Oil change and service for police vehicle fleet	001-200-525-0000	50.88
FAST EDDIE'S, INC	124340	05/02/2023	Oil change and service for police vehicle fleet	001-200-525-0000	50.88
FAST EDDIE'S, INC	124347	05/02/2023	Oil change and service for police vehicle fleet	001-200-525-0000	89.98

5/2/2023 DOCKET OF CLAIMS

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
FAST EDDIE'S, INC	124356	05/02/2023	Oil change and service for police vehicle fleet	001-200-525-0000	87.88
Vendor 00419 - FAST EDDIE'S, INC Total:					508.99
Vendor: 003120 - FLOCK GROUP, INC					
FLOCK GROUP, INC	INV-14464	05/02/2023	Relocation of Flock camera and pole OS Road	001-200-699-0000	750.00
Vendor 003120 - FLOCK GROUP, INC Total:					750.00
Vendor: 00428 - FRASIER'S NURSERY, INC					
FRASIER'S NURSERY, INC	0082776	05/02/2023	Plant Material	001-353-546-0000	1,118.38
FRASIER'S NURSERY, INC	0083440	05/02/2023	Mulch & Plants for Mary C Events	001-353-546-0000	467.90
FRASIER'S NURSERY, INC	0083526	05/02/2023	Plant Material	001-353-546-0000	100.00
Vendor 00428 - FRASIER'S NURSERY, INC Total:					1,686.28
Vendor: 06224 - FRED G CODY JR					
FRED G CODY JR	INV0019013	05/02/2023	SPECIAL EVENT COORDINATOR MAY 2023	010-140-600-0600	416.67
Vendor 06224 - FRED G CODY JR Total:					416.67
Vendor: 01819 - GT INSTRUMENTS					
GT INSTRUMENTS	INV0019040	05/02/2023	3-29-23 Handy Well bad battery found	401-750-630-0000	195.00
GT INSTRUMENTS	INV0019040	05/02/2023	Halstead Well-Mission System of on well start/stop	401-750-630-0000	195.00
GT INSTRUMENTS	INV0019040	05/02/2023	3-13-23 Handy Generator audible chased out cleared	401-750-630-0000	195.00
Vendor 01819 - GT INSTRUMENTS Total:					585.00
Vendor: 01301 - GULF HYDRAULICS & PNEUMATICS INC					
GULF HYDRAULICS & PNEUMAT... 184855		05/02/2023	hydraulic hose for 5 deck mower	001-550-563-0000	68.93
Vendor 01301 - GULF HYDRAULICS & PNEUMATICS INC Total:					68.93
Vendor: 02158 - GULF SALES & SUPPLY INC					
GULF SALES & SUPPLY INC	534083	05/02/2023	056-DCD130T1 Drill Mixer/Drill Kit 60V 6AH Batt/CH	001-352-548-0000	385.00
GULF SALES & SUPPLY INC	534083	05/02/2023	299-6318 Chain 3/8x20 Transport SYS70 hooks 6600#	001-352-560-0000	315.96
Vendor 02158 - GULF SALES & SUPPLY INC Total:					700.96
Vendor: 04230 - GULF STATES DISTRIBUTORS, INC.					
GULF STATES DISTRIBUTORS, IN... 1441808-IN A		05/02/2023	BALANCE DUE ON INVOICE 1441808-IN	001-200-541-0000	630.00
Vendor 04230 - GULF STATES DISTRIBUTORS, INC. Total:					630.00
Vendor: 031591 - HAYDEN SHOWS					
HAYDEN SHOWS	INV0019117	05/02/2023	AUDIO ENGINEERING BOILING ON DA BEACH	010-140-703-0010	300.00
Vendor 031591 - HAYDEN SHOWS Total:					300.00
Vendor: 02679 - HILLTREE MARKETING LLC					
HILLTREE MARKETING LLC	00283	05/02/2023	STATE OF THE CITY VIDEOGRAPHY AND CINEMATOLOGY	008-650-600-0600	4,000.00
Vendor 02679 - HILLTREE MARKETING LLC Total:					4,000.00
Vendor: 02477 - HISTORIC OCEAN SPRINGS ASSOCIATION					
HISTORIC OCEAN SPRINGS ASS... INV0019014		05/02/2023	FY 2023 BUDGETED ALLOCATION MARSHALL PARK	001-100-703-0000	3,000.00
Vendor 02477 - HISTORIC OCEAN SPRINGS ASSOCIATION Total:					3,000.00
Vendor: 03983 - IMAGES GALORE SIGNS LLC					
IMAGES GALORE SIGNS LLC	23-0437	05/02/2023	Crawfish Competition Marquee Banner	010-001-344-0000	200.00
IMAGES GALORE SIGNS LLC	23-0467	05/02/2023	Wire stakes	010-001-344-0000	15.75
IMAGES GALORE SIGNS LLC	23-0467	05/02/2023	Event Signage for Boilin on da Beach	010-001-344-0000	124.20
IMAGES GALORE SIGNS LLC	23-0468	05/02/2023	Wire stakes	001-120-703-0000	35.00

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
IMAGES GALORE SIGNS LLC	23-0468	05/02/2023	Double Sided Friday at the Fort Signs - 24x18	001-120-703-0000	241.00
Vendor 03983 - IMAGES GALORE SIGNS LLC Total:					615.95
Vendor: 04226 - JACKSON COUNTY UTILITY AUTHORITY					
JACKSON COUNTY UTILITY AUT...	2130	05/02/2023	WHOLESALE WW ESTIMATED FLOWS-CURRENT FY MAY 2023	401-751-691-0000	210,454.00
Vendor 04226 - JACKSON COUNTY UTILITY AUTHORITY Total:					210,454.00
Vendor: 00123 - JACKSON-GEORGE REGIONAL LIBRARY					
JACKSON-GEORGE REGIONAL LI...	INV0019015	05/02/2023	MONTHLY ALLOCATION MAY 2023	101-510-640-0000	12,550.00
Vendor 00123 - JACKSON-GEORGE REGIONAL LIBRARY Total:					12,550.00
Vendor: 01440 - JAZZY JOHNS					
JAZZY JOHNS	INV-04007	05/01/2023	2/10/23 WASTE REMOVAL & PUMP SERVICE	401-320-688-0000	300.00
Vendor 01440 - JAZZY JOHNS Total:					300.00
Vendor: 04035 - JESSIE GALLOWAY JR					
JESSIE GALLOWAY JR	INV0019016	05/02/2023	SECURITY SERVICES 4/18 - 4/20	001-550-688-0000	170.00
Vendor 04035 - JESSIE GALLOWAY JR Total:					170.00
Vendor: 031541 - KATELYN WILLIAMS					
KATELYN WILLIAMS	R00220067	05/02/2023	COMMUNITY CENTER RENTAL DEPOSIT	001-001-108-0000	300.00
Vendor 031541 - KATELYN WILLIAMS Total:					300.00
Vendor: 031551 - KATHY DIER					
KATHY DIER	R00185324	05/02/2023	COMMUNITY CENTER RENTAL DEPOSIT	001-001-341-0341	300.00
Vendor 031551 - KATHY DIER Total:					300.00
Vendor: 03091 - KEELING COMPANY					
KEELING COMPANY	S4296862.001	05/02/2023	bermuda	001-550-543-0000	2,206.36
KEELING COMPANY	S4296862.001	05/02/2023	talstar and panam bermuda for sportsplex	001-550-543-0000	1,746.35
Vendor 03091 - KEELING COMPANY Total:					3,952.71
Vendor: 02075 - KEITH WILLIAMS					
KEITH WILLIAMS	R00229484	05/02/2023	SPRING BASKETBALL REGISTRATION REFUND	001-001-316-0002	90.00
Vendor 02075 - KEITH WILLIAMS Total:					90.00
Vendor: 02307 - KHRISTIN HOLLIMON					
KHRISTIN HOLLIMON	INV0019017	05/02/2023	SECURITY SERVICES 4/20 - 4/24	001-550-688-0000	140.00
Vendor 02307 - KHRISTIN HOLLIMON Total:					140.00
Vendor: 02851 - LSQ GROUP HOLDINGS, LLC					
LSQ GROUP HOLDINGS, LLC	7231	05/02/2023	OCTOBER 2022 PRISONER TRANSPORT FROM OLMITO, TX	001-200-520-0000	3,610.85
Vendor 02851 - LSQ GROUP HOLDINGS, LLC Total:					3,610.85
Vendor: 05074 - LYLE MACHINERY CO					
LYLE MACHINERY CO	P57030	05/02/2023	B7029229 valve, Heater C	001-301-563-0000	261.64
Vendor 05074 - LYLE MACHINERY CO Total:					261.64
Vendor: 02650 - MALIQUE TAYLOR					
MALIQUE TAYLOR	INV0019024	05/02/2023	WINTER BASKETBALL SCOREKEEPING 4/24/23	001-550-688-0000	27.00
Vendor 02650 - MALIQUE TAYLOR Total:					27.00
Vendor: 03259 - MANDAL AUTOMOTIVE OF D'IBERVILLE, INC.					
MANDAL AUTOMOTIVE OF D'IB...	6097878/1	05/02/2023	68087340AA Gasket water pump	001-200-630-0000	26.20
MANDAL AUTOMOTIVE OF D'IB...	6097878/1	05/02/2023	Labor	001-200-630-0000	750.00
MANDAL AUTOMOTIVE OF D'IB...	6097878/1	05/02/2023	5184498AN Water pump	001-200-630-0000	234.90
MANDAL AUTOMOTIVE OF D'IB...	6097878/1	05/02/2023	82403 Thermostat	001-200-630-0000	30.49
MANDAL AUTOMOTIVE OF D'IB...	6097878/1	05/02/2023	Coolant system flush	001-200-630-0000	29.85

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
MANDAL AUTOMOTIVE OF D'IB...	6097878/1	05/02/2023	68163848AB Antifreeze coolant	001-200-630-0000	24.20
Vendor 03259 - MANDAL AUTOMOTIVE OF D'IBERVILLE, INC. Total:					1,095.64
Vendor: 02726 - MARY FUNCHESS					
MARY FUNCHESS	R00219720	05/02/2023	CIVIC CENTER DEPOSIT REFUND	001-001-108-0000	300.00
Vendor 02726 - MARY FUNCHESS Total:					300.00
Vendor: 031561 - MARY GIVENS					
MARY GIVENS	R00219721	05/02/2023	COMMUNITY CENTER DEPOSIT REFUND	001-001-108-0000	200.00
Vendor 031561 - MARY GIVENS Total:					200.00
Vendor: 06315 - MASON HOLLAND					
MASON HOLLAND	INV0019029	05/02/2023	TECH FEES FOR CABLE ONE EVENT 3/30/23	001-196-688-0000	125.00
MASON HOLLAND	0427	05/02/2023	PA SET UP BOILIN ON DA BEACH	010-140-703-0010	125.00
Vendor 06315 - MASON HOLLAND Total:					250.00
Vendor: 003128 - MASSETT SUPPLY COMPANY INC.					
MASSETT SUPPLY COMPANY IN...	787032	05/02/2023	665-4168 Window regulator	001-200-563-0000	76.80
MASSETT SUPPLY COMPANY IN...	787079	05/02/2023	prem aw 45 hyd/fl 5g	001-550-563-0000	66.84
MASSETT SUPPLY COMPANY IN...	787199	05/02/2023	CEMENT AND STRING KIT	001-350-563-0000	47.48
MASSETT SUPPLY COMPANY IN...	787252	05/02/2023	air filter and oil for mower	001-550-563-0000	126.55
MASSETT SUPPLY COMPANY IN...	787640	05/02/2023	24 IN EXACTFITBLADE	001-260-563-0000	12.26
Vendor 003128 - MASSETT SUPPLY COMPANY INC. Total:					329.93
Vendor: 03984 - MCKINNEY PETROLEUM EQUIPMENT					
MCKINNEY PETROLEUM EQUIP...	0109166-IN	05/02/2023	2/28/23 REPAIRS TO FUEL SYSTEM	001-300-630-0000	872.75
Vendor 03984 - MCKINNEY PETROLEUM EQUIPMENT Total:					872.75
Vendor: 06196 - METRIX SOLUTIONS LLC					
METRIX SOLUTIONS LLC	M91411	05/02/2023	White shark fin antennas	001-200-563-0000	500.00
METRIX SOLUTIONS LLC	M91411	05/02/2023	Shipping	001-200-563-0000	25.00
Vendor 06196 - METRIX SOLUTIONS LLC Total:					525.00
Vendor: 02610 - MID SOUTH UNIFORM & SUPPLY, INC.					
MID SOUTH UNIFORM & SUPPL...	638485	05/02/2023	8372-04 SS Armorskin base shirt Wanhala XL	001-200-535-0531	174.99
MID SOUTH UNIFORM & SUPPL...	638485	05/02/2023	8372-04 SS Armorskin base shirt Wallace XL	001-200-535-0531	174.99
MID SOUTH UNIFORM & SUPPL...	638485	05/02/2023	Shipping	001-200-535-0531	20.00
MID SOUTH UNIFORM & SUPPL...	638485	05/02/2023	Sew on patches	001-200-535-0531	60.00
MID SOUTH UNIFORM & SUPPL...	638485	05/02/2023	8372-04 SS Armorskin base shirt Gill XL	001-200-535-0531	174.99
MID SOUTH UNIFORM & SUPPL...	638485	05/02/2023	8372-04 SS Armorskin base shirt Kestner XL	001-200-535-0531	174.99
MID SOUTH UNIFORM & SUPPL...	638485	05/02/2023	8372-04 SS Armorskin base shirt Davis XL	001-200-535-0531	174.99
MID SOUTH UNIFORM & SUPPL...	638870	05/02/2023	LIB4-RM Liberator IV Headsets- Universal	001-200-535-0531	2,619.00
Vendor 02610 - MID SOUTH UNIFORM & SUPPLY, INC. Total:					3,573.95
Vendor: 00852 - MISSISSIPPI RECREATION & PARK ASSOCIATIO					
MISSISSIPPI RECREATION & PA...	3750	05/02/2023	MEMBERSHIP - AGENCY SILVER	001-550-686-0000	375.00
Vendor 00852 - MISSISSIPPI RECREATION & PARK ASSOCIATIO Total:					375.00
Vendor: 00333 - MISSISSIPPI STATE FIRE ACADEMY					
MISSISSIPPI STATE FIRE ACADE...	30304	05/02/2023	Rope Rescue Course Fee for 2 Employees	001-260-605-0607	730.00
Vendor 00333 - MISSISSIPPI STATE FIRE ACADEMY Total:					730.00
Vendor: 02219 - NATIONAL TIRE & BATTERY					
NATIONAL TIRE & BATTERY	9078250109-G1	05/02/2023	Tires and alignment for police vehicles	001-200-570-0000	18.99

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
NATIONAL TIRE & BATTERY	9078255572	05/02/2023	Tires and alignment for police vehicles	001-200-570-0000	146.74
Vendor 02219 - NATIONAL TIRE & BATTERY Total:					165.73
Vendor: 04667 - NEEL-SCHAFFER					
NEEL-SCHAFFER	1086895	05/02/2023	11 MONTHS STORMWATER CONTRACT	001-191-626-0000	1,375.00
Vendor 04667 - NEEL-SCHAFFER Total:					1,375.00
Vendor: 00176 - OCEAN SPRINGS LUMBER CO					
OCEAN SPRINGS LUMBER CO	2303-160402	05/02/2023	RUBBER WHELL SWIVEL W/BRAKE	001-196-560-0000	30.36
OCEAN SPRINGS LUMBER CO	2303-160547	05/02/2023	FASTENERS	001-260-563-0000	2.08
OCEAN SPRINGS LUMBER CO	2303-160969	05/02/2023	NOZZLE, HOSES	001-260-563-0000	121.67
OCEAN SPRINGS LUMBER CO	2303-161155	05/02/2023	RUSTO/ FLAT WHITE, MASKS	001-196-560-0000	69.67
OCEAN SPRINGS LUMBER CO	2303-162494	05/02/2023	BLACK DUCT TAPE	001-196-560-0000	13.99
OCEAN SPRINGS LUMBER CO	2304-162554	05/02/2023	BATTERIES FOR BUBBLE MACHINES	010-140-703-0008	35.98
OCEAN SPRINGS LUMBER CO	2304-164490	05/02/2023	COUPLINGS, PVC	001-301-560-0000	7.58
OCEAN SPRINGS LUMBER CO	2304-166503	05/02/2023	PAINT, ADHESIVE,	001-196-560-0000	65.56
OCEAN SPRINGS LUMBER CO	2304-167126	05/02/2023	METAL HOLE SAW	001-196-560-0000	22.99
OCEAN SPRINGS LUMBER CO	2304-167979	05/02/2023	SHOE LOULD, SCREW EYE, FINGERJOINT	001-196-560-0000	48.02
OCEAN SPRINGS LUMBER CO	2304-168683	05/02/2023	CABLE, WOOD GLUE	001-196-560-0000	35.75
OCEAN SPRINGS LUMBER CO	2304-172779	05/02/2023	HOSE, NOZZLE, BRASS SHUT OFF	001-353-546-0000	190.87
OCEAN SPRINGS LUMBER CO	2304-172834	05/02/2023	HOSE BIBB AND NOKINK	001-353-546-0000	131.88
Vendor 00176 - OCEAN SPRINGS LUMBER CO Total:					776.40
Vendor: 04785 - PARIS ACE HARDWARE					
PARIS ACE HARDWARE	22322412	05/02/2023	KEYS, LOCKSET	001-550-563-0000	155.35
PARIS ACE HARDWARE	41179902	05/02/2023	ACE SNIPS	001-550-563-0000	26.98
PARIS ACE HARDWARE	41183807	05/02/2023	BAIT BAR	001-550-560-0000	19.99
Vendor 04785 - PARIS ACE HARDWARE Total:					202.32
Vendor: 03907 - PRO-LOCK LOCKSMITH SERVICE LLC					
PRO-LOCK LOCKSMITH SERVICE ...64556		05/02/2023	Service call	001-200-630-0000	65.00
PRO-LOCK LOCKSMITH SERVICE ...64593		05/02/2023	Rekeying of Sarah's new office door	001-196-630-0000	87.50
Vendor 03907 - PRO-LOCK LOCKSMITH SERVICE LLC Total:					152.50
Vendor: 03695 - PUCKETT RENTS					
PUCKETT RENTS	961260	05/02/2023	426-4052 Coupler	001-352-563-0000	246.40
PUCKETT RENTS	961260	05/02/2023	153-2995 Coupler	001-352-563-0000	247.00
PUCKETT RENTS	961260	05/02/2023	153-2994 Coupler	001-352-563-0000	342.48
PUCKETT RENTS	961260	05/02/2023	426-4051 coupler	001-352-563-0000	458.60
Vendor 03695 - PUCKETT RENTS Total:					1,294.48
Vendor: 05769 - RAINBOW RAINGUTTERS					
RAINBOW RAINGUTTERS	3423	05/02/2023	364' OFARMOR TOUGH SATIN WHITE 6" ALUMINUM GUTTERS	001-140-643-0000	5,802.00
Vendor 05769 - RAINBOW RAINGUTTERS Total:					5,802.00
Vendor: 00577 - SAM'S CLUB DIRECT					
SAM'S CLUB DIRECT	002576	05/02/2023	159671 POM Individually Wrapped 2-Ply Pape Towels	001-300-510-0000	99.90
SAM'S CLUB DIRECT	008973	05/02/2023	Comercial Mop Bucket w/wringer	001-550-510-0000	244.70
SAM'S CLUB DIRECT	008973	05/02/2023	13 Gallon Trash Bags	001-550-510-0000	284.70
SAM'S CLUB DIRECT	008973	05/02/2023	39 Gallon Bags	001-550-510-0000	214.80
SAM'S CLUB DIRECT	008973	05/02/2023	Contractor Bags	001-550-510-0000	114.40
SAM'S CLUB DIRECT	008973	05/02/2023	Clorox Cleanup	001-550-510-0000	98.88
SAM'S CLUB DIRECT	008973	05/02/2023	Lysol Toilet Gel	001-550-510-0000	62.88
SAM'S CLUB DIRECT	008973	05/02/2023	Laundry Detergent	001-550-510-0000	19.98
SAM'S CLUB DIRECT	006878	05/02/2023	EASTER CANDY	010-140-703-0008	249.42

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
SAM'S CLUB DIRECT	009028	05/02/2023	Open PO for Snacks for Afterschool	001-550-540-0540	777.54
Vendor 00577 - SAM'S CLUB DIRECT Total:					2,167.20
Vendor: 03253 - SCOTT INSURANCE SERVICES LLC					
SCOTT INSURANCE SERVICES LLC	INV0019038	05/02/2023	47200 - 47201 RENEW SURETY BONDS MAYOR AND BOA	001-180-681-0000	2,100.00
Vendor 03253 - SCOTT INSURANCE SERVICES LLC Total:					2,100.00
Vendor: 003150 - SHARON K MARBURY					
SHARON K MARBURY	272	05/02/2023	Tshirts Boilin on da Beach	010-001-344-0000	442.00
SHARON K MARBURY	272	05/02/2023	tshirt	010-001-344-0000	17.00
SHARON K MARBURY	272	05/02/2023	shirts	010-001-344-0000	140.00
Vendor 003150 - SHARON K MARBURY Total:					599.00
Vendor: 00297 - SINGING RIVER ELECTRIC COOPERATIVE					
SINGING RIVER ELECTRIC COOP...	INV0019041	05/02/2023	Deena Rd Firestation	001-260-625-0000	121.04
SINGING RIVER ELECTRIC COOP...	INV0019041	05/02/2023	Street Light System 62029001	001-301-625-0000	10,705.92
SINGING RIVER ELECTRIC COOP...	INV0019041	05/02/2023	4003 Hanshaw Rd	001-301-625-0000	30.83
SINGING RIVER ELECTRIC COOP...	INV0019041	05/02/2023	Hwy 90 & OS Hospital Street Lights	001-301-625-0000	152.59
SINGING RIVER ELECTRIC COOP...	INV0019041	05/02/2023	Ent Light Bienville Place	001-301-625-0000	44.38
SINGING RIVER ELECTRIC COOP...	INV0019041	05/02/2023	Stillwater Bluff / Hanshaw Rd	001-301-625-0000	45.11
SINGING RIVER ELECTRIC COOP...	INV0019041	05/02/2023	3001 Trentwood Dr HOA Ent Light	001-301-625-0000	45.63
SINGING RIVER ELECTRIC COOP...	INV0019041	05/02/2023	Hwy 90 & Hanshaw Rd	001-301-625-0000	47.71
SINGING RIVER ELECTRIC COOP...	INV0019041	05/02/2023	1501 Deanna Rd Jackson Cty Port Auth Pump	401-750-625-0000	1,235.01
SINGING RIVER ELECTRIC COOP...	INV0019041	05/02/2023	LS 31 / PARKTOWN DR	401-751-625-0000	304.19
SINGING RIVER ELECTRIC COOP...	INV0019041	05/02/2023	LS 79 3316 Nottingham Dr	401-751-625-0000	31.46
SINGING RIVER ELECTRIC COOP...	INV0019041	05/02/2023	LS 82 Notting/Diller	401-751-625-0000	33.75
SINGING RIVER ELECTRIC COOP...	INV0019041	05/02/2023	LS 71 Gibson Rd N of Hwy 90	401-751-625-0000	40.02
SINGING RIVER ELECTRIC COOP...	INV0019041	05/02/2023	LS 59 Culeoka	401-751-625-0000	43.30
SINGING RIVER ELECTRIC COOP...	INV0019041	05/02/2023	LS 70 CCC Camp Rd / Middle Left	401-751-625-0000	43.39
SINGING RIVER ELECTRIC COOP...	INV0019041	05/02/2023	LS 80 Gibson Rd	401-751-625-0000	45.07
SINGING RIVER ELECTRIC COOP...	INV0019041	05/02/2023	Bienville Place LS #1	401-751-625-0000	45.40
SINGING RIVER ELECTRIC COOP...	INV0019041	05/02/2023	LS 44 Ft Bayou	401-751-625-0000	50.06
SINGING RIVER ELECTRIC COOP...	INV0019041	05/02/2023	LS 41 Ft Bayou	401-751-625-0000	58.50
SINGING RIVER ELECTRIC COOP...	INV0019041	05/02/2023	LS 78 W Hanshaw / S RR Track	401-751-625-0000	59.13
SINGING RIVER ELECTRIC COOP...	INV0019041	05/02/2023	LS 40 Toscana	401-751-625-0000	62.70
SINGING RIVER ELECTRIC COOP...	INV0019041	05/02/2023	LS 72 Culeoka Phase 5	401-751-625-0000	63.81
SINGING RIVER ELECTRIC COOP...	INV0019041	05/02/2023	LS 51 Culeoka	401-751-625-0000	65.48
SINGING RIVER ELECTRIC COOP...	INV0019041	05/02/2023	LS 87 Ocean Springs Rd	401-751-625-0000	70.48
SINGING RIVER ELECTRIC COOP...	INV0019041	05/02/2023	Oak St & Hwy 90	401-751-625-0000	75.36
SINGING RIVER ELECTRIC COOP...	INV0019041	05/02/2023	LS 85 Monticello Woods	401-751-625-0000	77.87
SINGING RIVER ELECTRIC COOP...	INV0019041	05/02/2023	LS 58 Bienville Place #2	401-751-625-0000	153.17
SINGING RIVER ELECTRIC COOP...	INV0019041	05/02/2023	LS 68 Riley Rd	401-751-625-0000	247.94
SINGING RIVER ELECTRIC COOP...	INV0019041	05/02/2023	LS 42 Linewood Cv	401-751-625-0000	55.37
SINGING RIVER ELECTRIC COOP...	INV0019041	05/02/2023	LS 69 CCC Rd and OS Rd	401-751-625-0000	140.36
SINGING RIVER ELECTRIC COOP...	INV0019043	05/02/2023	3628 Perryman Rd	001-301-625-0000	30.00
SINGING RIVER ELECTRIC COOP...	INV0019043	05/02/2023	Eagle Point	001-301-625-0000	44.75
SINGING RIVER ELECTRIC COOP...	INV0019043	05/02/2023	Traffic Sign Heron Bayou	001-301-625-0000	39.27
SINGING RIVER ELECTRIC COOP...	INV0019043	05/02/2023	Ent Light Bayou Sauvolle	001-301-625-0000	45.63
SINGING RIVER ELECTRIC COOP...	INV0019043	05/02/2023	Flashing Sign Magnolia Park	001-301-625-0000	30.00
SINGING RIVER ELECTRIC COOP...	INV0019043	05/02/2023	Flashing Light Magnolia Park	001-301-625-0000	30.21
SINGING RIVER ELECTRIC COOP...	INV0019043	05/02/2023	Ent Light Promenade 62126002	001-301-625-0000	30.73
SINGING RIVER ELECTRIC COOP...	INV0019043	05/02/2023	Ent Light Promenade 62157002	001-301-625-0000	30.83
SINGING RIVER ELECTRIC COOP...	INV0019043	05/02/2023	Ent Light Canebreak Dr	001-301-625-0000	32.19
SINGING RIVER ELECTRIC COOP...	INV0019043	05/02/2023	Whitney Oaks Ent Lights	001-301-625-0000	34.89
SINGING RIVER ELECTRIC COOP...	INV0019043	05/02/2023	Pabst Rd Water Well	401-750-625-0000	1,900.96
SINGING RIVER ELECTRIC COOP...	INV0019043	05/02/2023	LS 52 / 809 Magnolia Blvd	401-751-625-0000	73.17
SINGING RIVER ELECTRIC COOP...	INV0019043	05/02/2023	LS 66 Perryman	401-751-625-0000	47.56

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
SINGING RIVER ELECTRIC COOP...	INV0019043	05/02/2023	LS 38 Gov't @ Heron S/D	401-751-625-0000	80.68
SINGING RIVER ELECTRIC COOP...	INV0019043	05/02/2023	LS 92 Quave Rd	401-751-625-0000	32.29
SINGING RIVER ELECTRIC COOP...	INV0019043	05/02/2023	LS 62 Knapp Rd	401-751-625-0000	31.04
SINGING RIVER ELECTRIC COOP...	INV0019043	05/02/2023	LS 37 Gulf Islands Boat Launch Rd	401-751-625-0000	35.51
SINGING RIVER ELECTRIC COOP...	INV0019043	05/02/2023	LS 89 Gollot Rd	401-751-625-0000	45.11
SINGING RIVER ELECTRIC COOP...	INV0019043	05/02/2023	Heron Park Lift Station	401-751-625-0000	45.08
SINGING RIVER ELECTRIC COOP...	INV0019045	05/02/2023	3730 Bienville Blvd Civic Center	001-195-625-0000	1,288.49
SINGING RIVER ELECTRIC COOP...	INV0019045	05/02/2023	Hwy 90 / Davis Bayou Rd	001-301-625-0000	165.77
SINGING RIVER ELECTRIC COOP...	INV0019045	05/02/2023	Hwy 90 / Bienville Blvd	001-301-625-0000	46.56
SINGING RIVER ELECTRIC COOP...	INV0019045	05/02/2023	Northwest Corner Hwy 90/57	001-301-625-0000	31.76
SINGING RIVER ELECTRIC COOP...	INV0019045	05/02/2023	3730 Bienville Blvd Vietnam Memorial	401-750-625-0000	44.06
SINGING RIVER ELECTRIC COOP...	INV0019045	05/02/2023	Water Tank #4	401-750-625-0000	48.75
SINGING RIVER ELECTRIC COOP...	INV0019045	05/02/2023	LS 104 7714 Bienville Blvd	401-751-625-0000	51.53
SINGING RIVER ELECTRIC COOP...	INV0019045	05/02/2023	LS 84 Hwy 90 / Lakeview SD	401-751-625-0000	79.75
SINGING RIVER ELECTRIC COOP...	INV0019045	05/02/2023	LS 103 7201 Bienville Blvd	401-751-625-0000	73.39
SINGING RIVER ELECTRIC COOP...	INV0019045	05/02/2023	LS 102 7801 Bienville Blvd	401-751-625-0000	60.68
SINGING RIVER ELECTRIC COOP...	INV0019045	05/02/2023	4501 Hwy 57 LS	401-751-625-0000	60.27
SINGING RIVER ELECTRIC COOP...	INV0019048	05/02/2023	103467001 - 3810 BIENVILLE IMPOUND LOT	001-200-625-0000	32.40
SINGING RIVER ELECTRIC COOP...	INV0019048	05/02/2023	92396002 - 3810 BIENVILLE PD	001-200-625-0000	3,374.44
SINGING RIVER ELECTRIC COOP...	INV0019048	05/02/2023	91449002 - 3820 BIENVILLE FIRE STATION	001-260-625-0000	1,632.93
SINGING RIVER ELECTRIC COOP...	INV0019048	05/02/2023	88751001 - 3220 BIENVILLE BLVD	001-301-625-0000	57.70
SINGING RIVER ELECTRIC COOP...	INV0019048	05/02/2023	62181002 - ENT LIGHT MAGNOLIA BAYOU	001-301-625-0000	30.00
SINGING RIVER ELECTRIC COOP...	INV0019048	05/02/2023	108516001 3730 BIENVILLE BLVD (DOG PARK)	001-550-625-0000	34.58
SINGING RIVER ELECTRIC COOP...	INV0019048	05/02/2023	89528002 - OS REC COMPLEX HWY 57	001-550-625-0000	202.64
SINGING RIVER ELECTRIC COOP...	INV0019048	05/02/2023	89596002 - OS REC COMPLEX HWY 57	001-550-625-0000	2,852.13
SINGING RIVER ELECTRIC COOP...	INV0019048	05/02/2023	89529002 - HWY 57 REC COMPLEX	001-550-625-0000	2,992.90
SINGING RIVER ELECTRIC COOP...	INV0019048	05/02/2023	89669002 - OS REC COMPLEX	001-550-625-0000	3,389.16
SINGING RIVER ELECTRIC COOP...	INV0019048	05/02/2023	61007002 - 4606 1/2 PINEHAVEN DR LS 93	401-751-625-0000	45.53
SINGING RIVER ELECTRIC COOP...	INV0019048	05/02/2023	62644002 - LS 102 / 7300 BIENVILLE	401-751-625-0000	46.42
Vendor 00297 - SINGING RIVER ELECTRIC COOPERATIVE Total:					33,476.77
Vendor: 03213 - SORG PRINTING					
SORG PRINTING	97334	05/02/2023	250 Business Cards Sgt Regan [see details]	001-200-500-0000	45.00
Vendor 03213 - SORG PRINTING Total:					45.00
Vendor: 00639 - SOUTH MISSISSIPPI BUSINESS MACHINES					
SOUTH MISSISSIPPI BUSINESS ...	435884	05/02/2023	PRINTING CONTRACT - BUILDING DEPT	001-191-630-0000	178.75
SOUTH MISSISSIPPI BUSINESS ...	435885	05/02/2023	PRINTING CONTRACT - HUMAN RESOURCES	001-180-630-0000	103.75
SOUTH MISSISSIPPI BUSINESS ...	435886	05/02/2023	PRINTING CONTRACT - PUBLIC WORKS	001-300-630-0000	32.23
SOUTH MISSISSIPPI BUSINESS ...	435887	05/02/2023	PRINTING CONTRACT - PLANNING DEPT	001-190-630-0000	344.89
SOUTH MISSISSIPPI BUSINESS ...	435888	05/02/2023	PRINTING CONTRACT - OSPD	001-200-630-0000	144.58
SOUTH MISSISSIPPI BUSINESS ...	435889	05/02/2023	PRINTING CONTRACT - COURT DEPT	001-110-630-0000	24.91
SOUTH MISSISSIPPI BUSINESS ...	435890	05/02/2023	PRINTING CONTRACT - TAX DEPT/ CITY HALL	001-140-630-0000	29.15
SOUTH MISSISSIPPI BUSINESS ...	435891	05/02/2023	PRINTING CONTRACT - PARKS & REC	001-550-630-0000	34.40

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
SOUTH MISSISSIPPI BUSINESS ...	435892	05/02/2023	PRINTING CONTRACT - CID	001-200-630-0000	86.98
Vendor 00639 - SOUTH MISSISSIPPI BUSINESS MACHINES Total:					979.64
Vendor: 03549 - SPARKLIGHT					
SPARKLIGHT	INV0019051	05/02/2023	120710819 1600 GOVERNMENT ST (MARY C)	001-196-613-0000	131.44
SPARKLIGHT	INV0019051	05/02/2023	132925165 OS POLICE INTERNET	001-200-613-0000	84.00
SPARKLIGHT	INV0019051	05/02/2023	107919490 3810 BIENVILLE BLVD	001-200-625-0000	55.50
SPARKLIGHT	INV0019051	05/02/2023	107563223 3820 BIENVILLE BLVD	001-260-625-0000	40.50
SPARKLIGHT	INV0019051	05/02/2023	106950132 712A PINE DR	001-300-625-0000	34.45
SPARKLIGHT	INV0019051	05/02/2023	107956567 405 HALSTEAD RD #B	001-550-613-0000	135.56
SPARKLIGHT	INV0019051	05/02/2023	106890791 400 ALICE ST	001-550-625-0000	8.15
Vendor 03549 - SPARKLIGHT Total:					489.60
Vendor: 02590 - SPORTABOUT					
SPORTABOUT	10409	05/02/2023	A4 Basketball Shorts	001-550-540-0541	1,164.50
SPORTABOUT	10409	05/02/2023	A4 Basketball Jersey Top	001-550-540-0541	2,603.00
SPORTABOUT	10442	05/02/2023	Gildan cotton shirt with screen-print/both sides	001-550-540-0541	760.00
SPORTABOUT	10442	05/02/2023	Gildan Shirt Screen print/one side	001-550-540-0541	84.50
Vendor 02590 - SPORTABOUT Total:					4,612.00
Vendor: 05266 - STIG MARCUSSEN					
STIG MARCUSSEN	269755-18	05/02/2023	CITY HALL ARTWORK LEASE	001-140-699-0000	60.00
Vendor 05266 - STIG MARCUSSEN Total:					60.00
Vendor: 02297 - SWEETWATER SOUND, LLC					
SWEETWATER SOUND, LLC	35504365	05/02/2023	Pro Co 10' XLR-F-XLRM Excellines Mic Cable	001-001-053-0000	49.22
SWEETWATER SOUND, LLC	35504365	05/02/2023	Pro Co 1.5' XLR-F-XLRM Excellines Cable	001-001-053-0000	39.74
SWEETWATER SOUND, LLC	35504365	05/02/2023	Pro Co 20' XLR-F-XLRM Excellines Mic Cable	001-001-053-0000	54.00
SWEETWATER SOUND, LLC	35504365	05/02/2023	Pro Co 50' XLR-F-XLRM Excellines Mic Cable	001-001-053-0000	75.72
SWEETWATER SOUND, LLC	35504365	05/02/2023	On-Stage Euro Boom Microphone Stand	001-001-053-0000	96.00
SWEETWATER SOUND, LLC	35504365	05/02/2023	Sennheiser Dynamic Vocal Mic	001-001-053-0000	98.00
SWEETWATER SOUND, LLC	35504365	05/02/2023	Pro Co 20' TS-TS, Excellines Inst Cable	001-001-053-0000	104.95
SWEETWATER SOUND, LLC	35504365	05/02/2023	JBL 12" 1500W PRX Speaker	001-001-053-0000	139.98
SWEETWATER SOUND, LLC	35504365	05/02/2023	Pro Co 150' Shld etherCON Ethernet Cable	001-001-053-0000	149.00
SWEETWATER SOUND, LLC	35504365	05/02/2023	JBL Single 18" Powered Subwoofer	001-001-053-0000	4,353.90
SWEETWATER SOUND, LLC	35504365	05/02/2023	Pro Co 30' XLR-F-XLRM Excellines Mic Cable	001-001-053-0000	151.96
SWEETWATER SOUND, LLC	35504365	05/02/2023	Pro Co True1 Female to Male, 6'	001-001-053-0000	159.98
SWEETWATER SOUND, LLC	35504365	05/02/2023	K&M Sub Pole, Adj, M20 Threaded, 35.6-57", Blk	001-001-053-0000	170.42
SWEETWATER SOUND, LLC	35504365	05/02/2023	JBL VTX-PM Pole Mount Adapter	001-001-053-0000	189.38
SWEETWATER SOUND, LLC	35504365	05/02/2023	Pro Co 30' XLR-F-XLRM Excellines Mic Cable	001-001-053-0000	189.95
SWEETWATER SOUND, LLC	35504365	05/02/2023	Pro Co 25' XLR-F-XLRM Excellines Mic Cable	001-001-053-0000	38.10
SWEETWATER SOUND, LLC	35504365	05/02/2023	Sennheiser Dynamic Guitar Amp Mic, Silv	001-001-053-0000	199.90
SWEETWATER SOUND, LLC	35504365	05/02/2023	Radial 2-ch Passive Instrument DI	001-001-053-0000	199.99

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
SWEETWATER SOUND, LLC	35504365	05/02/2023	Gator Frameworks Kick Drum/Amp Stand w/Boom	001-001-053-0000	149.97
SWEETWATER SOUND, LLC	35504365	05/02/2023	On-Stage Euro Boom Microphone Stand	001-001-053-0000	32.00
SWEETWATER SOUND, LLC	35504365	05/02/2023	JBL SRX906LA Base Plate	001-001-053-0000	1,041.58
SWEETWATER SOUND, LLC	35504365	05/02/2023	JBL Dual 6.5" 2-way powered Array Spkr	001-001-053-0000	5.00
SWEETWATER SOUND, LLC	35504365	05/02/2023	JBL Dual 6.5" 2-way powered Array Spkr	001-001-053-0000	8,329.04
SWEETWATER SOUND, LLC	35504365	05/02/2023	JBL 12" 1500W PRX Speaker	001-001-053-0000	3,796.00
SWEETWATER SOUND, LLC	35504365	05/02/2023	Pro Co 20' XLR-XLRM Excellines Mic Cable	001-001-053-0000	18.00
SWEETWATER SOUND, LLC	35504365	05/02/2023	Midas DL32 32-in/16-out Stage Box	001-001-053-0000	1,599.00
SWEETWATER SOUND, LLC	35504365	05/02/2023	sE Electronics 7-Mic Drum Mic Package	001-001-053-0000	1,099.00
SWEETWATER SOUND, LLC	35504365	05/02/2023	Midas 40-ch M Series Digital Rkmt Mixer	001-001-053-0000	2,799.00
SWEETWATER SOUND, LLC	35504365	05/02/2023	K&M 210/9 Mic Std w/Tele Boom, Blk	001-001-053-0000	1,019.90
SWEETWATER SOUND, LLC	35504365	05/02/2023	Sennheiser EW-D Wls HH e835 Sys, R4-R9	001-001-053-0000	699.00
SWEETWATER SOUND, LLC	35504365	05/02/2023	Gator G-Tour M32R Mixer Case, No DH	001-001-053-0000	400.00
SWEETWATER SOUND, LLC	35504365	05/02/2023	Radial 1-ch Passive Instrument DI	001-001-053-0000	389.97
SWEETWATER SOUND, LLC	35504365	05/02/2023	Sennheiser Dynamic Vocal Mic	001-001-053-0000	294.00
SWEETWATER SOUND, LLC	35504365	05/02/2023	Pro Co True1 Female to 15A Edison Male, 25'	001-001-053-0000	201.98
SWEETWATER SOUND, LLC	35504365	05/02/2023	Gator 4U G-Tour Rack Case	001-001-053-0000	245.00
Vendor 02297 - SWEETWATER SOUND, LLC Total:					28,578.63
Vendor: 03342 - T & N FEED AND HARDWARE					
T & N FEED AND HARDWARE	786624	05/02/2023	chalk for baseball and softball fields	001-550-560-0000	104.50
Vendor 03342 - T & N FEED AND HARDWARE Total:					104.50
Vendor: 03083 - THE ADT SECURITY CORPORATION					
THE ADT SECURITY CORPORATI...	150170981	05/02/2023	MONTHLY ALARM MONITORING	001-300-630-0000	45.68
Vendor 03083 - THE ADT SECURITY CORPORATION Total:					45.68
Vendor: 00028 - THE PEOPLES BANK					
THE PEOPLES BANK	OCEAGORF19	05/02/2023	OCEAN SPRINGS G/O REF BOND SERIES 2019 ACCT 3316	200-800-810-0000	35,375.00
Vendor 00028 - THE PEOPLES BANK Total:					35,375.00
Vendor: 01476 - UNIFIRST HOLDINGS, INC					
UNIFIRST HOLDINGS, INC	1530055026	05/02/2023	FLOOR MAT AND UNIFORM SERVICE	001-550-535-0531	181.22
UNIFIRST HOLDINGS, INC	1530060348	05/02/2023	LOSS CHARGE J. NICHOLSON	001-001-023-0000	83.42
UNIFIRST HOLDINGS, INC	1530060348	05/02/2023	FLOOR MAT AND UNIFORM SERVICE	001-550-535-0531	131.50
UNIFIRST HOLDINGS, INC	1530061647	05/02/2023	FLOOR MAT AND UNIFORM SERVICE	001-550-535-0531	125.45
UNIFIRST HOLDINGS, INC	1530062922	05/02/2023	FLOOR MAT AND UNIFORM SERVICE	001-550-535-0531	196.44
UNIFIRST HOLDINGS, INC	1530064230	05/02/2023	FLOOR MAT AND UNIFORM SERVICE	001-550-535-0531	236.52
UNIFIRST HOLDINGS, INC	1530065517	05/02/2023	FLOOR MAT AND UNIFORM SERVICE	001-550-535-0531	116.96
UNIFIRST HOLDINGS, INC	1530067454	05/02/2023	GARMENT AND MATERIAL MAINTENANCE	001-300-535-0530	45.66
UNIFIRST HOLDINGS, INC	1530067454	05/02/2023	RESTOCKING, DEFE CHARGE AND ENERGY SURCHARGE	001-300-535-0530	6.95

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
UNIFIRST HOLDINGS, INC	1530067454	05/02/2023	UNIFORM SERVICES AND CHARGES	001-300-535-0530	335.45
UNIFIRST HOLDINGS, INC	1530067454	05/02/2023	MATS AND WIPERS	001-300-560-0000	67.06
UNIFIRST HOLDINGS, INC	1530067454	05/02/2023	UNIFORM SERVICES AND CHARGES	401-710-535-0531	5.94
UNIFIRST HOLDINGS, INC	1530067454	05/02/2023	UNIFORM SERVICES AND CHARGES	401-750-535-0530	202.22
UNIFIRST HOLDINGS, INC	1530067454	05/02/2023	GARMENT AND MATERIAL MAINTENANCE	401-750-535-0530	45.62
UNIFIRST HOLDINGS, INC	1530067454	05/02/2023	RESTOCKING, DEFE CHARGE AND ENERGY SURCHARGE	401-750-535-0530	7.00
UNIFIRST HOLDINGS, INC	1530066819	05/02/2023	FLOOR MAT AND UNIFORM SERVICE	001-550-535-0531	183.60
UNIFIRST HOLDINGS, INC	1530067455	05/02/2023	DOOR MATS DELIVERED WEEKLY	401-750-535-0530	9.25
UNIFIRST HOLDINGS, INC	1530067456	05/02/2023	MAT 3.5 GREAT IMP 2.0 SEWER DEPT	401-750-535-0530	6.33
UNIFIRST HOLDINGS, INC	1530068111	05/02/2023	FLOOR MAT AND UNIFORM SERVICE	001-550-535-0531	106.20
UNIFIRST HOLDINGS, INC	1530069018	05/02/2023	RESTOCKING, DEFE CHARGE AND ENERGY SURCHARGE	001-300-535-0530	6.95
UNIFIRST HOLDINGS, INC	1530069018	05/02/2023	GARMENT AND MATERIAL MAINTENANCE	001-300-535-0530	45.66
UNIFIRST HOLDINGS, INC	1530069018	05/02/2023	UNIFORM SERVICES AND CHARGES	001-300-535-0530	284.30
UNIFIRST HOLDINGS, INC	1530069018	05/02/2023	MATS AND WIPERS	001-300-560-0000	67.06
UNIFIRST HOLDINGS, INC	1530069018	05/02/2023	UNIFORM SERVICES AND CHARGES	401-710-535-0531	5.94
UNIFIRST HOLDINGS, INC	1530069018	05/02/2023	RESTOCKING, DEFE CHARGE AND ENERGY SURCHARGE	401-750-535-0530	7.00
UNIFIRST HOLDINGS, INC	1530069018	05/02/2023	GARMENT AND MATERIAL MAINTENANCE	401-750-535-0530	45.62
UNIFIRST HOLDINGS, INC	1530069018	05/02/2023	UNIFORM SERVICES AND CHARGES	401-750-535-0530	253.27
UNIFIRST HOLDINGS, INC	1530069019	05/02/2023	DOOR MATS DELIVERED WEEKLY	401-750-535-0530	9.25
UNIFIRST HOLDINGS, INC	1530069020	05/02/2023	MAT 3.5 GREAT IMP 2.0 SEWER DEPT	401-750-535-0530	6.33
UNIFIRST HOLDINGS, INC	1530069965	05/02/2023	FLOOR MAT AND UNIFORM SERVICE	001-550-535-0531	106.20
UNIFIRST HOLDINGS, INC	1530070608	05/02/2023	UNIFORM SERVICES AND CHARGES	001-300-535-0530	255.52
UNIFIRST HOLDINGS, INC	1530070608	05/02/2023	GARMENT AND MATERIAL MAINTENANCE	001-300-535-0530	45.66
UNIFIRST HOLDINGS, INC	1530070608	05/02/2023	RESTOCKING, DEFE CHARGE AND ENERGY SURCHARGE	001-300-535-0530	6.95
UNIFIRST HOLDINGS, INC	1530070608	05/02/2023	MATS AND WIPERS	001-300-560-0000	67.06
UNIFIRST HOLDINGS, INC	1530070608	05/02/2023	UNIFORM SERVICES AND CHARGES	401-710-535-0531	5.94
UNIFIRST HOLDINGS, INC	1530070608	05/02/2023	RESTOCKING, DEFE CHARGE AND ENERGY SURCHARGE	401-750-535-0530	7.00
UNIFIRST HOLDINGS, INC	1530070608	05/02/2023	UNIFORM SERVICES AND CHARGES	401-750-535-0530	259.21
UNIFIRST HOLDINGS, INC	1530070608	05/02/2023	GARMENT AND MATERIAL MAINTENANCE	401-750-535-0530	45.62
UNIFIRST HOLDINGS, INC	1530070609	05/02/2023	MAT 3.5 GREAT IMP 2.0 SEWER DEPT	401-750-535-0530	6.33
Vendor 01476 - UNIFIRST HOLDINGS, INC Total:					3,629.66
Vendor: 01028 - Vicco Uniforms					
Vicco Uniforms	166900	05/02/2023	Cargo Work Pants-Gary	001-550-535-0531	128.90
Vicco Uniforms	167102	05/02/2023	40 -Austin	001-550-535-0531	119.95
Vicco Uniforms	167102	05/02/2023	38x34- Trebotich	001-550-535-0531	119.95
Vicco Uniforms	167102	05/02/2023	32x34 - Michael	001-550-535-0531	119.95

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Vicco Uniforms	167102	05/02/2023	40x30 -Tim	001-550-535-0531	119.95
Vicco Uniforms	167102	05/02/2023	44x28 -Gary	001-550-535-0531	119.95
Vicco Uniforms	167391	05/02/2023	Shorts for Yahaira	001-550-535-0531	108.90
Vendor 01028 - Vicco Uniforms Total:					837.55
Vendor: 01571 - VICKY HUPE					
VICKY HUPE	INV0019084	05/02/2023	USE OF PERSONAL VEHICLE FOR CITY 3/3 - 4/28	001-140-605-0607	40.31
Vendor 01571 - VICKY HUPE Total:					40.31
Vendor: 03011 - WALMART COMMUNITY					
WALMART COMMUNITY	INV0019107	05/02/2023	Paper plates - 140 count	001-120-551-0000	11.16
WALMART COMMUNITY	INV0019107	05/02/2023	Vinyl gloves	001-120-551-0000	11.88
WALMART COMMUNITY	INV0019107	05/02/2023	Great Value Whip Cream	001-120-551-0000	48.72
WALMART COMMUNITY	INV0019108	05/02/2023	black pens	001-100-703-0000	4.97
WALMART COMMUNITY	INV0019108	05/02/2023	blue pens	001-100-703-0000	5.53
WALMART COMMUNITY	INV0019108	05/02/2023	Boxes	001-100-703-0000	17.58
WALMART COMMUNITY	INV0019110	05/02/2023	candy for easter egg hunt	010-140-703-0008	22.74
WALMART COMMUNITY	INV0019111	05/02/2023	6 Count Sharpie Markers Multi-Tip	001-260-500-0000	5.74
WALMART COMMUNITY	INV0019111	05/02/2023	4 Pack BIC White-Out	001-260-500-0000	13.88
WALMART COMMUNITY	INV0019111	05/02/2023	Laminating Pouches	001-260-500-0000	24.80
WALMART COMMUNITY	INV0019111	05/02/2023	1000 Count Box of Paper Clips	001-260-500-0000	6.62
WALMART COMMUNITY	INV0019111	05/02/2023	1 Roll Electrical Tape	001-260-500-0000	3.64
WALMART COMMUNITY	INV0019111	05/02/2023	12 Count Metal Binder Clips	001-260-500-0000	1.52
WALMART COMMUNITY	INV0019111	05/02/2023	Roll of Duct Tape	001-260-500-0000	6.96
WALMART COMMUNITY	INV0019111	05/02/2023	2 Pocket Folder	001-260-500-0000	15.96
WALMART COMMUNITY	INV0019111	05/02/2023	4 Count Sharpie Markers Chisel Tip	001-260-500-0000	4.44
WALMART COMMUNITY	INV0019111	05/02/2023	24 Pack of AAA Batteries	001-260-500-0000	19.98
WALMART COMMUNITY	INV0019111	05/02/2023	Post-it Sticky Pads	001-260-500-0000	34.94
WALMART COMMUNITY	INV0019111	05/02/2023	Plastic Tumbler	001-260-560-0000	7.92
WALMART COMMUNITY	INV0019111	05/02/2023	20 Piece Flatware Set	001-260-560-0000	9.96
WALMART COMMUNITY	INV0019111	05/02/2023	12 Piece Dinnerware Set	001-260-560-0000	19.98
WALMART COMMUNITY	INV0019111	05/02/2023	Pine Mountain Fire Logs	001-260-560-0000	19.97
Vendor 03011 - WALMART COMMUNITY Total:					318.89
Vendor: 05536 - WARREN PAVING, INC.					
WARREN PAVING, INC.	75907	05/02/2023	Hot plant mix asphalt-pick up Oct 2022 - Sept 2023	001-301-902-0000	501.48
WARREN PAVING, INC.	76021	05/02/2023	Hot plant mix asphalt-pick up Oct 2022 - Sept 2023	001-301-902-0000	669.48
Vendor 05536 - WARREN PAVING, INC. Total:					1,170.96
Vendor: 05887 - WEAVER ELECTRIC, INC.					
WEAVER ELECTRIC, INC.	18294	05/02/2023	STREET LIGHT INSTALLATION CASH ALLEY	008-650-901-0000	924.00
Vendor 05887 - WEAVER ELECTRIC, INC. Total:					924.00
Vendor: 03500 - WILKINSON, WILLIAMS, BOSIO & SESSOMS, PLLC					
WILKINSON, WILLIAMS, BOSIO ...	621-0050F-17	04/01/2023	LITIGATION MARCH 2023 ILLANE	001-120-600-0603	4,040.00
WILKINSON, WILLIAMS, BOSIO ...	621-0055F-4	05/02/2023	ANNEXATION MARCH 2023	001-100-600-0601	595.00
Vendor 03500 - WILKINSON, WILLIAMS, BOSIO & SESSOMS, PLLC Total:					4,635.00
Vendor: 00234 - WYNTON'S PEST CONTROL					
WYNTON'S PEST CONTROL	32932	05/02/2023	712A PINE DRIVE	001-300-630-0000	100.00
WYNTON'S PEST CONTROL	32934	05/02/2023	711 MAGNOLIA	551-551-630-0000	100.00
WYNTON'S PEST CONTROL	32988	05/02/2023	Pest control services Oct 2022 - Sept 2023	001-300-630-0000	20.00
WYNTON'S PEST CONTROL	32989	05/02/2023	1018 PORTER AVE	001-140-630-0000	70.00
WYNTON'S PEST CONTROL	32990	05/02/2023	1014 PORTER AVE - PLANNING	001-190-630-0000	35.00
WYNTON'S PEST CONTROL	32990	05/02/2023	1014 PORTER AVE- BUILDING	001-191-630-0000	35.00

5/2/2023 DOCKET OF CLAIMS

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
WYNTON'S PEST CONTROL	32991	04/20/2023	400 ALICE ST	001-550-630-0000	20.00
Vendor 00234 - WYNTON'S PEST CONTROL Total:					380.00
Grand Total:					534,188.39

Report Summary

Fund Summary

Fund	Expense Amount
001 - GENERAL	156,791.49
008 - FOOD AND BEVERAGE TAX 2%	13,162.09
010 - FESTIVALS	2,848.76
101 - LIBRARY	12,550.00
200 - GENERAL OBLIGATIONS	35,375.00
304 - FRONT BEACH MARINA	45,304.00
310 - CDBG GRANTS	31,726.48
401 - UTILITY ENTERPRISE	236,330.57
551 - TACONI BUILDING	100.00
Grand Total:	534,188.39

Account Summary

Account Number	Account Name	Expense Amount
001-001-023-0000	DUE FROM EMPLOYEE	83.42
001-001-053-0000	DUE FROM SENATE BOND ..	28,578.63
001-001-108-0000	FACILITY RENTAL DEPOSITS	800.00
001-001-316-0002	ATHLETIC PROGRAM REGI...	90.00
001-001-341-0341	COMM CENTER RENTAL F...	900.00
001-100-600-0601	ANNEXATION FEES	595.00
001-100-703-0000	MISC PROMOTIONS	3,028.08
001-110-630-0000	GENERAL REPAIRS & MAI...	24.91
001-120-551-0000	YOUTH COUNCIL EVENTS	71.76
001-120-600-0603	Attorney - Non Contract	4,040.00
001-120-703-0000	MISC PROMOTIONS	276.00
001-140-602-0000	COMPUTER SOFTWARE &...	9,312.62
001-140-605-0607	TRAVEL/TRAINING/SEMI...	40.31
001-140-630-0000	GENERAL REPAIRS & MAI...	173.15
001-140-643-0000	CITY WIDE BUILDING MAI...	5,802.00
001-140-699-0000	OTHER SERVICES & CHAR...	60.00
001-180-630-0000	GENERAL REPAIRS & MAI...	103.75
001-180-681-0000	BONDS	2,100.00
001-190-630-0000	GENERAL REPAIRS & MAI...	379.89
001-191-626-0000	STORMWATER PERMIT M...	1,375.00
001-191-630-0000	GENERAL REPAIRS & MAI...	302.74
001-191-689-0000	TREE REMOVAL AND MAI...	4,900.00
001-194-630-0000	GENERAL REPAIRS & MAI...	74.00
001-195-625-0000	UTILITIES	1,288.49
001-195-630-0000	GENERAL REPAIRS & MAI...	74.00
001-196-560-0000	MATERIALS & SUPPLIES	286.34
001-196-613-0000	INTERNET SERVICE	131.44
001-196-630-0000	GENERAL REPAIRS & MAI...	87.50
001-196-688-0000	SPECIAL SERVICES - MARY...	125.00
001-200-500-0000	OFFICE SUPPLIES	45.00
001-200-520-0000	PRISONER COSTS	3,610.85
001-200-525-0000	GAS AND OIL	7,808.72
001-200-535-0531	UNIFORMS	3,573.95
001-200-541-0000	AMMUNITION	630.00
001-200-563-0000	REPAIR PARTS & SUPPLIES	601.80
001-200-570-0000	TIRES AND TUBES	165.73
001-200-612-0000	TELEPHONE SERVICE - POL...	35.70
001-200-613-0000	INTERNET SERVICE - POLI...	84.00
001-200-625-0000	UTILITIES	3,462.34
001-200-630-0000	GENERAL REPAIRS & MAI...	3,579.12
001-200-699-0000	OTHER SERVICES & CHAR...	750.00
001-260-500-0000	OFFICE SUPPLIES	138.48
001-260-521-0000	DOG SUPPLIES & EXPENSES	66.92
001-260-525-0000	GAS AND OIL	52.50

Account Summary

Account Number	Account Name	Expense Amount
001-260-560-0000	MATERIALS & SUPPLIES	57.83
001-260-563-0000	REPAIR PARTS & SUPPLIES	136.01
001-260-605-0607	TRAVEL/TRAINING/SEMI...	730.00
001-260-625-0000	UTILITIES	1,794.47
001-300-510-0000	CLEANING & JANITORIAL ...	99.90
001-300-535-0530	UNIFORM ALLOWANCES ...	1,033.10
001-300-560-0000	MATERIALS & SUPPLIES	201.18
001-300-625-0000	UTILITIES	34.45
001-300-630-0000	GENERAL REPAIRS & MAI...	1,070.66
001-301-525-0000	GAS AND OIL	11,716.09
001-301-560-0000	MATERIALS & SUPPLIES	7.58
001-301-563-0000	REPAIR PARTS & SUPPLIES	523.90
001-301-625-0000	UTILITIES	11,752.46
001-301-630-0000	GENERAL REPAIRS & MAI...	325.00
001-301-902-0000	ASPHALT	1,170.96
001-350-563-0000	REPAIR PARTS & SUPPLIES	47.48
001-352-499-0000	TEMP AGENCY EXPENSES	731.20
001-352-548-0000	SMALL TOOLS & EQUIPM...	385.00
001-352-560-0000	MATERIALS & SUPPLIES	315.96
001-352-563-0000	REPAIR PARTS & SUPPLIES	1,374.48
001-353-499-0000	TEMP AGENCY EXPENSE	403.65
001-353-546-0000	LANDSCAPE MATERIALS &...	2,009.03
001-550-510-0000	CLEANING & JANITORIAL ...	2,979.64
001-550-535-0531	UNIFORMS	2,264.63
001-550-540-0540	AFTER SCHOOL SUMMER ...	777.54
001-550-540-0541	ATHLETIC SUPPLIES	4,612.00
001-550-540-0542	POTTERY SUPPLIES	530.00
001-550-543-0000	CHEMICALS	3,952.71
001-550-560-0000	MATERIALS & SUPPLIES	124.49
001-550-563-0000	REPAIR PARTS & SUPPLIES	444.65
001-550-613-0000	INTERNET SERVICE - SPAR...	135.56
001-550-625-0000	UTILITIES	9,479.56
001-550-630-0000	GENERAL REPAIRS & MAI...	4,549.28
001-550-686-0000	DUES/MEMBERSHIPS/SU...	375.00
001-550-688-0000	SPECIAL SERVICES	597.00
001-550-911-0000	CONSTRUCTION COST	339.90
008-550-911-0924	GAY LEMON	7,968.00
008-650-600-0600	CONTRACTUAL SERVICES	4,000.00
008-650-901-0000	DOWNTOWN IMPROVEM...	1,194.09
010-001-344-0000	BOILIN' ON THE BEACH	938.95
010-140-600-0600	CONTRACTUAL SERVICES	416.67
010-140-703-0008	EASTER - MARY C	768.14
010-140-703-0010	BOILING ON THE BEACH	725.00
101-510-640-0000	AID TO OTHER GOVERME...	12,550.00
200-800-810-0000	INTEREST - G/O REF 2019 ...	35,375.00
304-330-600-0000	ENGINEERING - FRONT B...	45,304.00
310-335-911-0000	CONSTRUCTION - KCDBG ...	31,726.48
401-300-602-0000	COMPUTER SOFTWARE &...	3,096.88
401-320-688-0000	COMFORT STATIONS	300.00
401-710-535-0531	UNIFORMS	17.82
401-750-499-0000	TEMP AGENCY EXPENSE	584.96
401-750-535-0530	UNIFORM ALLOWANCES ...	910.05
401-750-543-0000	CHEMICALS	2,253.66
401-750-571-0000	UTILITY SYSTEMS PARTS &...	7,115.88
401-750-625-0000	UTILITIES	3,228.78
401-750-630-0000	GENERAL REPAIRS & MAI...	585.00
401-751-499-0000	TEMP AGENCY EXPENSE	292.48
401-751-571-0000	UTILITY SYSTEMS PARTS &...	4,916.24

Account Summary

Account Number	Account Name	Expense Amount
401-751-625-0000	UTILITIES	2,574.82
401-751-691-0000	WATER SERVICE JCUA	210,454.00
551-551-630-0000	GENERAL REPAIRS & MAI...	100.00
	Grand Total:	534,188.39

Project Account Summary

Project Account Key	Expense Amount
None	534,188.39
Grand Total:	534,188.39



Ocean Springs, MS

Payroll Distribution Register

Earning Expense Account Summary

For Pay Period: 04/01/2023 - 04/14/2023

4/21/23
payday

Payroll Set: 01-Payroll Set 01

Packet: PYPKT01005-04.01.23 to 04.14.23 PD 04.21.23

Fund	Account Number	Account Name	Amount
001	001-110-420-0000	SALARIES	\$4,487.68
001	001-120-420-0000	SALARIES	\$2,284.80
001	001-140-420-0000	SALARIES	\$6,406.81
001	001-140-430-0402	OVERTIME PAY	\$22.24
001	001-180-420-0000	SALARIES	\$2,633.37
001	001-190-420-0000	SALARIES	\$4,525.20
001	001-191-420-0000	SALARIES	\$7,183.70
001	001-196-420-0000	SALARIES	\$3,192.80
001	001-200-410-0000	SALARY - SCHOOL CROSSING GUARD	\$960.00
001	001-200-420-0000	SALARIES	\$76,541.99
001	001-200-421-0000	SALARIES - AUXILIARY	\$515.91
001	001-200-430-0401	FESTIVAL OVERTIME	\$195.62
001	001-200-430-0402	OVERTIME PAY	\$7,749.21
001	001-200-430-0403	OVERTIME - DOWNTOWN DETAIL	\$2,232.22
001	001-200-446-0000	GRANT-FBI O/T	\$870.75
001	001-260-420-0000	SALARIES	\$64,570.64
001	001-300-420-0000	SALARIES	\$2,556.80
001	001-301-420-0000	SALARIES	\$12,788.00
001	001-301-430-0402	OVERTIME PAY	\$18.54
001	001-350-420-0000	SALARIES	\$1,596.40
001	001-351-420-0000	SALARIES	\$2,203.52
001	001-352-420-0000	SALARIES	\$5,720.79
001	001-353-420-0000	SALARIES	\$2,459.20
001	001-353-430-0402	OVERTIME PAY	\$68.96
001	001-550-420-0000	SALARIES	\$25,110.55
001	001-550-422-0000	PARKS PART TIME	\$4,774.50
001	001-550-430-0402	OVERTIME PAY	\$977.64
001	001-550-600-0600	CONTRACTUAL SERVICES	\$726.00
401	401-300-420-0000	SALARIES	\$12,924.12
401	401-320-420-0000	SALARIES	\$4,786.41
401	401-320-430-0400	CITY DUMP OVERTIME PAY	\$221.40
401	401-320-430-0403	OVERTIME - WEEKEND TRASH PICKUP	\$778.62
401	401-705-420-0000	SALARIES	\$1,959.20
401	401-710-420-0000	SALARIES	\$5,631.20
401	401-710-430-0402	OVERTIME PAY	\$220.77
401	401-750-420-0000	SALARIES	\$9,081.62
401	401-750-430-0402	OVERTIME PAY	\$631.66
401	401-751-420-0000	SALARIES	\$8,620.81
401	401-751-430-0402	OVERTIME PAY	\$174.34
401	401-751-432-0000	PERSONAL (TERMINAL) PAY	\$6.44
Earnings Expense Account Summary Totals			\$288,410.43



Ocean Springs, MS

Payroll Distribution Register

Accounts Payable Posting Recap

For Pay Period: 04/01/2023 - 04/14/2023

Payroll Set: 01-Payroll Set 01

Packet: PYPKT01005-04.01.23 to 04.14.23 PD 04.21.23

	Deduction	Contribution	Employer Total
Posted			
Regular Payable Process			
Federal W/H - Federal Income Tax Withholding	\$16,245.58		\$16,245.58
FLEX CHILD - CHILD CARE	\$96.00		\$96.00
FLEX MEDICAL - MEDICAL	\$913.83		\$913.83
MC - Medicare	\$3,995.06	\$3,995.06	\$7,990.12
PERS - RETIREMENT	\$25,380.62	\$49,069.10	\$74,449.72
PERS RETIREE - RETIREE RETIREMENT		\$126.32	\$126.32
SS - Social Security	\$17,082.22	\$17,082.22	\$34,164.44
State W/H - State Income Tax Withholding	\$7,632.00		\$7,632.00
TSA - TSA DEFERRED COMPENSATION	\$2,149.20		\$2,149.20
Total Regular Payable Process	\$73,494.51	\$70,272.70	\$143,767.21
Total Posted	\$73,494.51	\$70,272.70	\$143,767.21
Not Posted			
3 MEDICAL (C) - NON-HEALTH SINGLE	\$1,125.00	\$6,445.50	\$7,570.50
30 AFLAC - AFLAC	\$471.17		\$471.17
31 AFLAC (C) - AFLAC (C)	\$362.38		\$362.38
41 AFLAC - GROUP ACCIDENT (C)	\$337.53		\$337.53
42 AFLAC - GROUP CRITICAL ILLNESS (N)	\$198.49		\$198.49
50 MEDICAL (C) - CATCH UP	\$36.50		\$36.50
51 MEDICAL (C) - NON-HEALTH KIDS	\$577.50	\$2,548.49	\$3,125.99
52 MEDICAL (C) - NON-HEALTH SPOUSE	\$663.00	\$2,767.32	\$3,430.32
53 MEDICAL (C) - NON-HEALTH FAMILY	\$1,818.00	\$7,160.88	\$8,978.88
80 MEDICAL (C) - HEALTH SINGLE	\$612.50	\$11,752.65	\$12,365.15
81 MEDICAL (C) - HEALTHY KIDS	\$747.50	\$5,057.91	\$5,805.41
82 MEDICAL (C) - HEALTHY SPOUSE	\$513.00	\$2,917.32	\$3,430.32
83 MEDICAL (C) - HEALTHY FAMILY	\$1,771.00	\$8,704.36	\$10,475.36
CHILD SUPPORT (2 CKS - CHILD SUPPORT (2 CKS) 60	\$681.74		\$681.74
DENTAL (C) - DENTAL	\$3,127.39		\$3,127.39
DUE FROM EMPLOYEE 26 - DUE FROM EMPLOYEE ALL CHECKS 126	\$1,178.09		\$1,178.09
LEGAL SHIELD - LEGAL SHIELD	\$17.46		\$17.46
LOCKARD BIWEEKLY - BI WEEKLY 57		\$4,690.00	\$4,690.00
MUTUAL OF OMAHA BI - MOO LIFE INSURANCE BI-WEEKLY	\$635.10		\$635.10
ROTH - IRA - ROTH - IRA	\$150.00		\$150.00
UNITED WAY - UNITED WAY	\$27.00		\$27.00
VISION - VISION C)	\$551.24		\$551.24
WOODMAN LIFE - WOODMAN LIFE	\$34.15		\$34.15
Total Not Posted	\$15,635.74	\$52,044.43	\$67,680.17
AP Recap Totals	\$89,130.25	\$122,317.13	\$211,447.38



Ocean Springs, MS

Payroll Distribution Register

Accounts Payable Posting Recap

For Pay Period: 04/01/2023 - 04/30/2023

April EOM

Payroll Set: 01-Payroll Set 01

Packet: PYPKT01012-APRIL EOM 2023

Posted

Regular Payable Process

Federal W/H - Federal Income Tax Withholding	\$1,888.62		\$1,888.62
MC - Medicare	\$354.47	\$354.47	\$708.94
MONTHLY PERS - PERS MONTHLY	\$2,222.76	\$4,297.36	\$6,520.12
SS - Social Security	\$1,515.59	\$1,515.59	\$3,031.18
State W/H - State Income Tax Withholding	\$808.00		\$808.00

Total Regular Payable Process	\$6,789.44	\$6,167.42	\$12,956.86
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Total Posted	\$6,789.44	\$6,167.42	\$12,956.86
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Not Posted

56 MEDICAL MO (C) - NON-HEALTH FAMILY	\$303.00	\$1,193.48	\$1,496.48
85 MEDICAL MO (C) - HEALTHY SPOUSE	\$342.00	\$1,944.86	\$2,286.86
89 MEDICAL MO (C) - HEALTHY SINGLE	\$100.00	\$1,918.76	\$2,018.76
DENTAL MO - MONTHLY (C)	\$345.85		\$345.85
DUE FROM EMPLOYEE 26 - DUE FROM EMPLOYEE ALL CHECKS 126	\$5.00		\$5.00
LOCKARD MO - MONTHLY 58		\$490.00	\$490.00
MUTUAL OF OMAHA MO - MOO LIFE MONTHLY	\$115.35		\$115.35
UNITED WAY MO - MONTHLY UNITED WAY	\$10.00		\$10.00
VISION MO - MONTHLY (C)	\$91.20		\$91.20

Total Not Posted	\$1,312.40	\$5,547.10	\$6,859.50
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AP Recap Totals	\$8,101.84	\$11,714.52	\$19,816.36
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Ocean Springs, MS

Payroll Distribution Register

Earning Expense Account Summary

For Pay Period: 04/01/2023 - 04/30/2023

Payroll Set: 01-Payroll Set 01

Packet: PYPKT01012-APRIL EOM 2023

Fund	Account Number	Account Name	Amount
001	<u>001-100-420-0000</u>	SALARIES	\$8,199.80
001	<u>001-110-420-0000</u>	SALARIES	\$4,416.66
001	<u>001-120-420-0000</u>	SALARIES	\$5,014.52
001	<u>001-200-425-0000</u>	FTO PAY	\$150.00
001	<u>001-260-427-0000</u>	OUT OF RANK PAY	\$408.00
001	<u>001-550-420-0003</u>	SALARIES - INSTRUCTORS	\$864.00
401	<u>401-300-420-0000</u>	SALARIES	\$6,508.56
Earnings Expense Account Summary Totals			<u>\$25,561.54</u>



Ocean Springs, MS

Budget Report

Account Summary

For Fiscal: 2022 - 2023 Period Ending: 04/30/2023

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Percent Used
Fund: 001 - GENERAL								
Department: 001 - GENERAL								
Category: 20 - Taxes								
001-001-200-0000	REAL TAXES	4,003,849.27	4,003,849.27	85,456.63	3,350,266.77	0.00	-653,582.50	83.68 %
001-001-201-0000	AUTOMOBILE TAXES	578,869.77	578,869.77	68,107.19	395,546.84	0.00	-183,322.93	68.33 %
001-001-202-0000	PERSONAL PROPERTY TAXES	241,195.74	241,195.74	-6,283.45	575,217.36	0.00	334,021.62	238.49 %
001-001-203-0000	PRIOR YEARS TAXES - REAL	600.00	600.00	207.35	365.22	0.00	-234.78	60.87 %
001-001-204-0000	PRIOR YEARS TAXES - AUTOMOBILE	3,000.00	3,000.00	1,047.18	6,381.36	0.00	3,381.36	212.71 %
001-001-205-0000	PRIOR YEARS TAXES - PERSONAL	3,000.00	3,000.00	380.21	2,898.52	0.00	-101.48	96.62 %
001-001-206-0000	PAYMENTS IN LIEU OF TAXES	1,000.00	1,000.00	0.00	0.00	0.00	-1,000.00	0.00 %
001-001-210-0000	PENALTIES & INTEREST ON TAXES	20,000.00	20,000.00	2,086.43	7,405.10	0.00	-12,594.90	37.03 %
001-001-211-0000	CHANCERY CLERK LAND REDEMPTION	30,000.00	30,000.00	2,472.33	15,779.59	0.00	-14,220.41	52.60 %
Category: 20 - Taxes Total:		4,881,514.78	4,881,514.78	153,473.87	4,353,860.76	0.00	-527,654.02	89.19%
Category: 21 - Other Taxes								
001-001-208-0000	HOMESTEAD EXEMPTION REIMBURSE	300,000.00	300,000.00	0.00	208,146.88	0.00	-91,853.12	69.38 %
001-001-215-0000	GASOLINE TAX	14,000.00	14,000.00	0.00	8,784.56	0.00	-5,215.44	62.75 %
001-001-216-0001	FRANCHISE TAX - MS POWER COMPANY	475,000.00	475,000.00	0.00	270,843.31	0.00	-204,156.69	57.02 %
001-001-216-0002	FRANCHISE TAX - SINGING RIVER ELECTRIC	142,000.00	142,000.00	0.00	81,370.26	0.00	-60,629.74	57.30 %
001-001-216-0003	FRANCHISE TAX - CABLE ONE (SPARKLIGHT)	128,000.00	128,000.00	0.00	55,702.23	0.00	-72,297.77	43.52 %
001-001-216-0004	FRANCHISE TAX - CENTERPOINT ENERGY	62,000.00	62,000.00	0.00	85,622.09	0.00	23,622.09	138.10 %
001-001-216-0005	FRANCHISE TAX - BELL SOUTH / AT&T	58,000.00	58,000.00	0.00	23,012.18	0.00	-34,987.82	39.68 %
001-001-216-0006	FRANCHISE TAX - TELEPAK	685.00	685.00	0.00	37.00	0.00	-648.00	5.40 %
001-001-223-0000	ABC TAX	75,000.00	75,000.00	9,450.00	67,275.00	0.00	-7,725.00	89.70 %
Category: 21 - Other Taxes Total:		1,254,685.00	1,254,685.00	9,450.00	800,793.51	0.00	-453,891.49	63.82%
Category: 22 - Licenses and Permits								
001-001-220-0000	PRIVILEGE LICENSES	42,000.00	42,000.00	2,158.31	35,322.83	0.00	-6,677.17	84.10 %
001-001-221-0000	FOOD TRUCK VENDOR LICENSE	1,000.00	1,000.00	0.00	0.00	0.00	-1,000.00	0.00 %
001-001-222-0000	BUILDING PERMITS	250,000.00	250,000.00	33,451.00	175,592.00	0.00	-74,408.00	70.24 %
001-001-224-0000	GOLF CART LICENSE	10,000.00	10,000.00	860.00	11,565.00	0.00	1,565.00	115.65 %
001-001-225-0000	OTHER PLANNING FEES/PERMITS	20,000.00	20,000.00	1,749.00	18,928.91	0.00	-1,071.09	94.64 %
Category: 22 - Licenses and Permits Total:		323,000.00	323,000.00	38,218.31	241,408.74	0.00	-81,591.26	74.74%
Category: 23 - Intergovernmental Revenues								
001-001-230-0000	GRANT-FBI O/T	18,500.00	18,500.00	1,386.75	7,450.91	0.00	-11,049.09	40.28 %
001-001-231-0000	GRANT - HIDTA VEHICLE	8,400.00	8,400.00	0.00	4,200.00	0.00	-4,200.00	50.00 %
001-001-250-0000	MUNICIPAL REVOLVING FUND	10,000.00	10,000.00	0.00	10,159.38	0.00	159.38	101.59 %

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		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Percent Used
001-001-260-0000	GENERAL SALES TAX	6,000,000.00	6,000,000.00	503,748.39	4,056,206.38	0.00	-1,943,793.62	67.60 %
001-001-275-0201	Grant - HIDTA O/T	0.00	0.00	0.00	3,376.92	0.00	3,376.92	0.00 %
Category: 23 - Intergovernmental Revenues Total:		6,036,900.00	6,036,900.00	505,135.14	4,081,393.59	0.00	-1,955,506.41	67.61%
Category: 28 - Charges for Government Services								
001-001-285-0000	DISPATCH SERVICE REVENUE	12,000.00	12,000.00	1,000.00	8,000.00	0.00	-4,000.00	66.67 %
Category: 28 - Charges for Government Services Total:		12,000.00	12,000.00	1,000.00	8,000.00	0.00	-4,000.00	66.67%
Category: 31 - Culture and Recreation								
001-001-316-0001	AFTER SCHOOL/SUMMER CAMP FEES	230,000.00	230,000.00	14,765.50	117,498.00	0.00	-112,502.00	51.09 %
001-001-316-0002	ATHLETIC PROGRAM REGISTRATION FEES	50,000.00	50,000.00	115.00	38,031.24	0.00	-11,968.76	76.06 %
001-001-316-0003	PARKS DEPT - OTHER INCOME	45,000.00	45,000.00	2,000.00	8,217.73	0.00	-36,782.27	18.26 %
001-001-316-0004	POTTERY PROGRAMS	0.00	0.00	9,580.00	41,280.00	0.00	41,280.00	0.00 %
Category: 31 - Culture and Recreation Total:		325,000.00	325,000.00	26,460.50	205,026.97	0.00	-119,973.03	63.09%
Category: 33 - Fines and Forfeits								
001-001-330-0330	COURT LATE FEES	1,500.00	1,500.00	75.00	401.75	0.00	-1,098.25	26.78 %
001-001-330-0331	COURT FINES	325,000.00	325,000.00	18,050.50	124,496.57	0.00	-200,503.43	38.31 %
001-001-330-0332	COURT OPERATION FEES	55,000.00	55,000.00	2,793.50	19,458.33	0.00	-35,541.67	35.38 %
001-001-330-0333	COURT TECH FEE	40,000.00	40,000.00	1,670.00	11,792.25	0.00	-28,207.75	29.48 %
001-001-330-0335	COURT ADMINISTRATION FEES	500.00	500.00	120.00	1,125.00	0.00	625.00	225.00 %
001-001-331-0000	INSURANCE DIVERSION REVENUE	200,000.00	0.00	0.00	0.00	0.00	0.00	0.00 %
Category: 33 - Fines and Forfeits Total:		622,000.00	422,000.00	22,709.00	157,273.90	0.00	-264,726.10	37.27%
Category: 34 - Miscellaneous								
001-001-234-0000	OSSD COLLECTION FEE	37,392.00	37,392.00	0.00	0.00	0.00	-37,392.00	0.00 %
001-001-262-0000	PRO RATA COUNTY ROAD TAX	910,000.00	910,000.00	0.00	664,662.82	0.00	-245,337.18	73.04 %
001-001-317-0000	SPECIAL EVENT FEES	1,000.00	1,000.00	530.00	1,935.00	0.00	935.00	193.50 %
001-001-340-0000	INTEREST EARNED	15,000.00	215,000.00	0.00	247,830.32	0.00	32,830.32	115.27 %
001-001-341-0000	TOWER LEASE - AT&T	9,600.00	9,600.00	800.00	5,600.00	0.00	-4,000.00	58.33 %
001-001-341-0001	TOWER LEASE - CELLULAR SOUTH	21,600.00	21,600.00	550.00	3,850.00	0.00	-17,750.00	17.82 %
001-001-341-0002	LEASE - DEENA RD FIRESTATION (ACADIAN)	12,000.00	12,000.00	0.00	5,003.47	0.00	-6,996.53	41.70 %
001-001-341-0340	CIVIC CENTER USE FEES	20,000.00	20,000.00	1,200.00	37,250.00	0.00	17,250.00	186.25 %
001-001-341-0341	COMM CENTER RENTAL FEE	5,000.00	5,000.00	2,700.00	9,150.00	0.00	4,150.00	183.00 %
001-001-341-0342	RYAN YOUTH CENTER RENTAL FEE	2,500.00	2,500.00	0.00	1,300.00	0.00	-1,200.00	52.00 %
001-001-341-0343	SR CITIZEN RENTAL FEES	1,000.00	1,000.00	200.00	800.00	0.00	-200.00	80.00 %
001-001-341-0345	PARK & RECREATION RENTALS	18,000.00	18,000.00	510.00	8,455.00	0.00	-9,545.00	46.97 %
001-001-341-0346	FORT MAUREPAS RENTALS	1,000.00	1,000.00	0.00	1,000.00	0.00	0.00	100.00 %
Category: 34 - Miscellaneous Total:		1,054,092.00	1,254,092.00	6,490.00	986,836.61	0.00	-267,255.39	78.69%
Category: 35 - Miscellaneous								
001-001-352-0000	JACKSON COUNTY BOS REVENUE	238,000.00	238,000.00	0.00	0.00	0.00	-238,000.00	0.00 %
001-001-352-0002	JACKSON COUNTY - MARY C FLOW THROUGH	20,000.00	20,000.00	0.00	0.00	0.00	-20,000.00	0.00 %
001-001-353-0000	INSURANCE PROCEEDS	0.00	0.00	491.90	491.90	0.00	491.90	0.00 %
001-001-354-0000	LOCAL: REIMB TRAINING PUB SAFY	7,500.00	7,500.00	5,500.00	5,500.00	0.00	-2,000.00	73.33 %

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001-001-357-0000	TRAINING FEE REIMBURSEMENT	4,000.00	4,000.00	0.00	1,800.00	0.00	-2,200.00	45.00 %
001-001-359-0000	OTHER INCOME	85,000.00	85,000.00	-44,194.27	76,676.97	0.00	-8,323.03	90.21 %
Category: 35 - Miscellaneous Total:		354,500.00	354,500.00	-38,202.37	84,468.87	0.00	-270,031.13	23.83%
Category: 38 - Transfers and Non Revenue Receipts								
001-001-380-0001	DONATIONS- MYC	0.00	0.00	0.00	3,464.00	0.00	3,464.00	0.00 %
001-001-380-0002	TRANSFER FROM ENTERPRISE	9,475.00	9,475.00	0.00	9,475.00	0.00	0.00	100.00 %
001-001-380-0383	TRANSFER FROM OTHER FUNDS	667,089.00	667,089.00	0.00	0.00	0.00	-667,089.00	0.00 %
001-001-380-0384	TRANSFER FROM 2% - FESTIVAL OVERTIME	0.00	0.00	0.00	35,000.00	0.00	35,000.00	0.00 %
001-001-385-0000	WORKING CASH	1,139,000.00	1,139,000.00	0.00	0.00	0.00	-1,139,000.00	0.00 %
Category: 38 - Transfers and Non Revenue Receipts Total:		1,815,564.00	1,815,564.00	0.00	47,939.00	0.00	-1,767,625.00	2.64%
Department: 001 - GENERAL Total:		16,679,255.78	16,679,255.78	724,734.45	10,967,001.95	0.00	-5,712,253.83	65.75%
Department: 100 - Board of Aldermen								
Category: 40 - Personnel Services								
001-100-420-0000	SALARIES	98,398.00	98,398.00	8,199.80	57,398.60	0.00	40,999.40	58.33 %
001-100-460-0000	STATE RETIREMENT-CITY'S SHARE	17,122.00	17,122.00	1,426.74	9,987.18	0.00	7,134.82	58.33 %
001-100-470-0000	FICA TAXES - CITY'S SHARE	7,528.00	7,528.00	594.51	4,176.09	0.00	3,351.91	55.47 %
001-100-480-0000	EMPLOYEE GROUP INSURANCE	25,602.00	25,602.00	2,133.44	14,846.06	0.00	10,755.94	57.99 %
001-100-491-0000	WORKERS' COMPENSATION	266.00	0.00	0.00	0.00	0.00	0.00	0.00 %
Category: 40 - Personnel Services Total:		148,916.00	148,650.00	12,354.49	86,407.93	0.00	62,242.07	58.13%
Category: 60 - Contractual Services								
001-100-600-0601	ANNEXATION FEES	50,000.00	100,000.00	9,399.53	76,192.58	0.00	23,807.42	76.19 %
001-100-603-0000	COMPUTER HARDWARE	0.00	5,725.00	0.00	5,724.12	0.00	0.88	99.98 %
001-100-605-0607	TRAVEL/TRAINING/SEMINARS	9,000.00	9,000.00	0.00	3,004.00	0.00	5,996.00	33.38 %
001-100-686-0000	DUES/MEMBERSHIPS/SUBSCRIPTIONS	5,833.00	5,833.00	0.00	5,828.70	0.00	4.30	99.93 %
001-100-699-0000	OTHER SERVICES & CHARGES	1,000.00	1,000.00	0.00	0.00	0.00	1,000.00	0.00 %
Category: 60 - Contractual Services Total:		65,833.00	121,558.00	9,399.53	90,749.40	0.00	30,808.60	74.66%
Category: 70 - Grants, Subsidies, & Allocations								
001-100-701-0000	GRANT MATCHES	50,000.00	50,000.00	0.00	0.00	0.00	50,000.00	0.00 %
001-100-702-0000	COMMUNITY OUTREACH	10,000.00	10,000.00	0.00	0.00	0.00	10,000.00	0.00 %
001-100-703-0000	MISC PROMOTIONS	4,000.00	4,000.00	0.00	230.00	142.08	3,627.92	9.30 %
Category: 70 - Grants, Subsidies, & Allocations Total:		64,000.00	64,000.00	0.00	230.00	142.08	63,627.92	0.58%
Category: 90 - Capital Outlay								
001-100-924-0900	AT-LARGE CAPITAL IMPROVEMENTS	6,000.00	7,600.00	0.00	0.00	1,600.00	6,000.00	21.05 %
001-100-924-0901	WARD 1 CAPITAL IMPROVEMENTS	6,000.00	6,000.00	0.00	1,130.00	0.00	4,870.00	18.83 %
001-100-924-0902	WARD 2 CAPITAL IMPROVEMENTS	6,000.00	6,000.00	1,670.00	2,589.50	0.00	3,410.50	43.16 %
001-100-924-0903	WARD 3 CAPITAL IMPROVEMENTS	6,000.00	6,711.00	0.00	711.00	0.00	6,000.00	10.59 %
001-100-924-0904	WARD 4 CAPITAL IMPROVEMENTS	6,000.00	6,000.00	0.00	4,286.00	0.00	1,714.00	71.43 %
001-100-924-0905	WARD 5 CAPITAL IMPROVEMENTS	6,000.00	6,000.00	0.00	1,000.00	0.00	5,000.00	16.67 %

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001-100-924-0906	WARD 6 CAPITAL IMPROVEMENTS	6,000.00	7,448.73	0.00	1,448.73	0.00	6,000.00	19.45 %
	Category: 90 - Capital Outlay Total:	42,000.00	45,759.73	1,670.00	11,165.23	1,600.00	32,994.50	27.90%
	Category: 95 - Transfers Out							
001-100-950-0955	TRANSFER TO MUNICIPAL RESERVE FUND	200,000.00	200,000.00	0.00	200,000.00	0.00	0.00	100.00 %
001-100-950-0956	MARY C NON-PROFIT	20,000.00	20,000.00	0.00	0.00	0.00	20,000.00	0.00 %
	Category: 95 - Transfers Out Total:	220,000.00	220,000.00	0.00	200,000.00	0.00	20,000.00	90.91%
	Department: 100 - Board of Aldermen Total:	540,749.00	599,967.73	23,424.02	388,552.56	1,742.08	209,673.09	65.05%
	Department: 110 - COURT DEPARTMENT							
	Category: 40 - Personnel Services							
001-110-420-0000	SALARIES	151,022.00	151,022.00	13,953.94	81,158.70	0.00	69,863.30	53.74 %
001-110-430-0402	OVERTIME PAY	0.00	0.00	0.00	2,862.05	0.00	-2,862.05	0.00 %
001-110-460-0000	STATE RETIREMENT-CITY'S SHARE	26,278.00	26,278.00	2,428.01	14,619.71	0.00	11,658.29	55.63 %
001-110-470-0000	FICA TAXES - CITY'S SHARE	11,553.00	11,553.00	987.76	5,952.20	0.00	5,600.80	51.52 %
001-110-480-0000	EMPLOYEE GROUP INSURANCE	51,042.00	51,042.00	3,805.01	22,319.67	0.00	28,722.33	43.73 %
001-110-491-0000	WORKERS' COMPENSATION	408.00	0.00	0.00	0.00	0.00	0.00	0.00 %
	Category: 40 - Personnel Services Total:	240,303.00	239,895.00	21,174.72	126,912.33	0.00	112,982.67	52.90%
	Category: 50 - Supplies							
001-110-500-0000	OFFICE SUPPLIES	2,200.00	2,200.00	673.74	785.90	0.00	1,414.10	35.72 %
001-110-535-0531	UNIFORMS	440.00	440.00	0.00	391.42	0.00	48.58	88.96 %
001-110-560-0000	MATERIALS & SUPPLIES	3,300.00	3,300.00	1,073.00	1,073.00	0.00	2,227.00	32.52 %
	Category: 50 - Supplies Total:	5,940.00	5,940.00	1,746.74	2,250.32	0.00	3,689.68	37.88%
	Category: 60 - Contractual Services							
001-110-600-0600	CONTRACTUAL SERVICES	14,000.00	14,000.00	183.00	2,587.00	330.00	11,083.00	20.84 %
001-110-602-0000	COMPUTER SOFTWARE & SUPPORT	0.00	91,569.00	15.70	350.20	91,369.00	-150.20	100.16 %
001-110-605-0607	TRAVEL/TRAINING/SEMINARS	1,200.00	1,200.00	0.00	125.00	0.00	1,075.00	10.42 %
001-110-611-0000	TELEPHONE	432.00	432.00	34.87	209.13	0.00	222.87	48.41 %
001-110-630-0000	GENERAL REPAIRS & MAINTENANCE	1,650.00	2,100.00	39.67	217.46	1,782.54	100.00	95.24 %
001-110-699-0000	OTHER SERVICES & CHARGES	550.00	550.00	0.00	0.00	0.00	550.00	0.00 %
	Category: 60 - Contractual Services Total:	17,832.00	109,851.00	273.24	3,488.79	93,481.54	12,880.67	88.27%
	Department: 110 - COURT DEPARTMENT Total:	264,075.00	355,686.00	23,194.70	132,651.44	93,481.54	129,553.02	63.58%
	Department: 120 - EXECUTIVE MAYOR							
	Category: 40 - Personnel Services							
001-120-420-0000	SALARIES	122,700.00	125,700.00	9,584.12	70,693.20	0.00	55,006.80	56.24 %
001-120-430-0402	OVERTIME PAY	0.00	0.00	0.00	389.19	0.00	-389.19	0.00 %
001-120-460-0000	STATE RETIREMENT-CITY'S SHARE	21,350.00	22,293.00	1,453.68	12,788.74	0.00	9,504.26	57.37 %
001-120-470-0000	FICA TAXES - CITY'S SHARE	9,387.00	9,679.00	615.24	5,434.76	0.00	4,244.24	56.15 %
001-120-480-0000	EMPLOYEE GROUP INSURANCE	22,861.00	19,561.00	1,449.11	10,775.30	0.00	8,785.70	55.09 %
001-120-491-0000	WORKERS' COMPENSATION	1,423.00	0.00	0.00	0.00	0.00	0.00	0.00 %

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001-120-492-0000	Comp (Terminal) Pay	0.00	2,455.00	-1,229.77	2,455.00	0.00	0.00	100.00 %
Category: 40 - Personnel Services Total:		177,721.00	179,688.00	11,872.38	102,536.19	0.00	77,151.81	57.06%
Category: 50 - Supplies								
001-120-500-0000	OFFICE SUPPLIES	2,200.00	2,200.00	639.20	1,451.80	0.00	748.20	65.99 %
001-120-501-0000	OFFICE FURNITURE & EQUIPMENT	0.00	0.00	0.00	0.00	544.00	-544.00	0.00 %
001-120-535-0531	UNIFORMS	600.00	1,000.00	75.00	745.97	-313.75	567.78	43.22 %
001-120-549-0544	SPECIAL PROJECTS SUPPLIES	2,000.00	2,000.00	0.00	503.36	0.00	1,496.64	25.17 %
001-120-551-0000	YOUTH COUNCIL EVENTS	0.00	1,250.00	663.11	1,694.50	71.76	-516.26	141.30 %
001-120-552-0000	YOUTH COUNCIL SUPPLIES	2,500.00	1,250.00	0.00	255.49	0.00	994.51	20.44 %
Category: 50 - Supplies Total:		7,300.00	7,700.00	1,377.31	4,651.12	302.01	2,746.87	64.33%
Category: 60 - Contractual Services								
001-120-600-0000	COMPREHENSIVE PLAN	35,000.00	82,300.00	2,090.86	23,297.16	0.00	59,002.84	28.31 %
001-120-600-0600	CONTRACTUAL SERVICES	0.00	0.00	168.00	168.00	0.00	-168.00	0.00 %
001-120-600-0602	ATTORNEY FEES	118,800.00	118,800.00	9,900.00	59,400.40	0.00	59,399.60	50.00 %
001-120-600-0603	Attorney - Non Contract	40,000.00	40,000.00	4,362.00	15,841.93	0.00	24,158.07	39.60 %
001-120-600-0611	ENGINEERING - PUBLIC WORKS	30,000.00	30,000.00	1,232.50	5,055.00	0.00	24,945.00	16.85 %
001-120-600-0612	ENGINEERING FEES	30,000.00	30,000.00	2,736.00	8,926.00	0.00	21,074.00	29.75 %
001-120-602-0000	COMPUTER SOFTWARE & SUPPORT	2,248.00	2,248.00	16.99	346.94	0.00	1,901.06	15.43 %
001-120-603-0000	COMPUTER HARDWARE	4,000.00	4,000.00	0.00	2,404.91	0.00	1,595.09	60.12 %
001-120-605-0607	TRAVEL/TRAINING/SEMINARS	6,000.00	11,000.00	1,543.65	3,939.42	0.00	7,060.58	35.81 %
001-120-608-0000	LOBBYISTS / CONSULTANTS	48,000.00	52,000.00	6,360.54	28,200.00	0.00	23,800.00	54.23 %
001-120-611-0000	TELEPHONE	1,132.00	1,532.00	104.61	627.39	0.00	904.61	40.95 %
001-120-630-0000	GENERAL REPAIRS & MAINTENANCE	2,500.00	2,500.00	0.00	0.00	0.00	2,500.00	0.00 %
001-120-686-0000	DUES/MEMBERSHIPS/SUBSCRIPTIONS	400.00	400.00	23.99	101.99	0.00	298.01	25.50 %
001-120-699-0000	OTHER SERVICES & CHARGES	11,377.00	11,377.00	2,472.06	14,534.93	0.00	-3,157.93	127.76 %
Category: 60 - Contractual Services Total:		329,457.00	386,157.00	31,011.20	162,844.07	0.00	223,312.93	42.17%
Category: 70 - Grants, Subsidies, & Allocations								
001-120-703-0000	MISC PROMOTIONS	5,000.00	5,000.00	0.00	2,882.95	276.00	1,841.05	63.18 %
Category: 70 - Grants, Subsidies, & Allocations Total:		5,000.00	5,000.00	0.00	2,882.95	276.00	1,841.05	63.18%
Category: 90 - Capital Outlay								
001-120-915-0000	VEHICLES	0.00	28,020.00	0.00	28,020.00	0.00	0.00	100.00 %
Category: 90 - Capital Outlay Total:		0.00	28,020.00	0.00	28,020.00	0.00	0.00	100.00%
Department: 120 - EXECUTIVE MAYOR Total:		519,478.00	606,565.00	44,260.89	300,934.33	578.01	305,052.66	49.71%
Department: 140 - SUPERVISION & FINANCE								
Category: 40 - Personnel Services								
001-140-420-0000	SALARIES	166,579.00	166,579.00	12,813.63	96,395.32	0.00	70,183.68	57.87 %
001-140-430-0402	OVERTIME PAY	3,000.00	3,000.00	22.24	871.39	0.00	2,128.61	29.05 %
001-140-460-0000	STATE RETIREMENT-CITY'S SHARE	29,507.00	29,507.00	2,232.16	16,823.25	0.00	12,683.75	57.01 %
001-140-470-0000	FICA TAXES - CITY'S SHARE	12,973.00	12,973.00	956.23	7,212.94	0.00	5,760.06	55.60 %
001-140-480-0000	EMPLOYEE GROUP INSURANCE	8,839.00	8,839.00	736.60	5,156.19	0.00	3,682.81	58.33 %

Budget Report

For Fiscal: 2022 - 2023 Period Ending: 04/30/2023

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Percent Used
001-140-491-0000	WORKERS' COMPENSATION	458.00	0.00	0.00	0.00	0.00	0.00	0.00 %
Category: 40 - Personnel Services Total:		221,356.00	220,898.00	16,760.86	126,459.09	0.00	94,438.91	57.25%
Category: 50 - Supplies								
001-140-500-0000	OFFICE SUPPLIES	7,700.00	7,700.00	94.84	2,536.55	36.77	5,126.68	33.42 %
001-140-501-0000	OFFICE FURNITURE & EQUIPMENT	0.00	0.00	524.40	524.40	0.00	-524.40	0.00 %
001-140-535-0531	UNIFORMS	600.00	600.00	427.00	510.65	0.00	89.35	85.11 %
001-140-560-0000	MATERIALS & SUPPLIES	1,320.00	1,320.00	0.00	1,150.64	0.00	169.36	87.17 %
001-140-563-0000	REPAIR PARTS & SUPPLIES	550.00	550.00	0.00	0.00	0.00	550.00	0.00 %
Category: 50 - Supplies Total:		10,170.00	10,170.00	1,046.24	4,722.24	36.77	5,410.99	46.79%
Category: 60 - Contractual Services								
001-140-600-0600	CONTRACTUAL SERVICES	51,135.00	66,641.00	55.00	11,675.56	330.00	54,635.44	18.02 %
001-140-602-0000	COMPUTER SOFTWARE & SUPPORT	147,126.00	147,126.00	9,329.61	67,297.28	76,974.10	2,854.62	98.06 %
001-140-602-0001	SOFTWARE PURCHASE	3,000.00	3,000.00	0.00	0.00	3,275.97	-275.97	109.20 %
001-140-603-0000	COMPUTER HARDWARE	105,750.00	105,750.00	0.00	50,336.49	15,500.10	39,913.41	62.26 %
001-140-605-0607	TRAVEL/TRAINING/SEMINARS	4,000.00	4,000.00	0.00	2,238.97	0.00	1,761.03	55.97 %
001-140-606-0000	POSTAGE	9,000.00	9,000.00	0.00	3,995.94	0.00	5,004.06	44.40 %
001-140-610-0000	ADVERTISING	5,000.00	5,000.00	0.00	1,252.60	0.00	3,747.40	25.05 %
001-140-611-0000	TELEPHONE	432.00	432.00	34.87	209.13	0.00	222.87	48.41 %
001-140-612-0000	TELEPHONE - KLOUD 7	48,000.00	48,000.00	4,078.01	28,135.89	0.00	19,864.11	58.62 %
001-140-613-0000	CITYWIDE INTERNET SERVICE	34,462.00	34,462.00	3,268.08	22,876.56	0.00	11,585.44	66.38 %
001-140-615-0000	PRINTING & BINDING	1,320.00	1,320.00	0.00	431.25	0.00	888.75	32.67 %
001-140-625-0000	UTILITIES	17,640.00	17,640.00	1,248.73	9,764.40	0.00	7,875.60	55.35 %
001-140-630-0000	GENERAL REPAIRS & MAINTENANCE	8,800.00	8,800.00	190.12	5,399.57	4,232.58	-832.15	109.46 %
001-140-643-0000	CITY WIDE BUILDING MAINTENANCE	44,265.00	59,265.00	12.59	42,300.49	13,761.68	3,202.83	94.60 %
001-140-680-0000	AD VALOREM COLLECTION FEES	56,000.00	56,000.00	8,270.00	32,870.00	0.00	23,130.00	58.70 %
001-140-686-0000	DUES/MEMBERSHIPS/SUBSCRIPTIONS	500.00	500.00	0.00	72.50	0.00	427.50	14.50 %
001-140-699-0000	OTHER SERVICES & CHARGES	3,000.00	3,000.00	60.00	498.00	0.00	2,502.00	16.60 %
Category: 60 - Contractual Services Total:		539,430.00	569,936.00	26,547.01	279,354.63	114,074.43	176,506.94	69.03%
Category: 90 - Capital Outlay								
001-140-901-0000	IMPROVEMENTS TO BUILDING	10,000.00	10,000.00	0.00	0.00	0.00	10,000.00	0.00 %
001-140-915-0000	VEHICLES	33,000.00	3,000.00	0.00	0.00	0.00	3,000.00	0.00 %
Category: 90 - Capital Outlay Total:		43,000.00	13,000.00	0.00	0.00	0.00	13,000.00	0.00%
Department: 140 - SUPERVISION & FINANCE Total:		813,956.00	814,004.00	44,354.11	410,535.96	114,111.20	289,356.84	64.45%
Department: 180 - HUMAN RESOURCES								
Category: 40 - Personnel Services								
001-180-420-0000	SALARIES	68,466.00	68,466.00	5,266.73	39,504.43	0.00	28,961.57	57.70 %
001-180-460-0000	STATE RETIREMENT-CITY'S SHARE	11,914.00	11,914.00	926.97	6,940.41	0.00	4,973.59	58.25 %
001-180-470-0000	FICA TAXES - CITY'S SHARE	5,238.00	5,238.00	384.17	2,884.70	0.00	2,353.30	55.07 %
001-180-480-0000	EMPLOYEE GROUP INSURANCE	11,239.00	11,239.00	903.04	6,242.57	0.00	4,996.43	55.54 %
Category: 40 - Personnel Services Total:		96,857.00	96,857.00	7,480.91	55,572.11	0.00	41,284.89	57.38%

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		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Percent Used
Category: 50 - Supplies								
001-180-500-0000	OFFICE SUPPLIES	330.00	330.00	0.00	45.44	0.00	284.56	13.77 %
001-180-501-0000	OFFICE FURNITURE & EQUIPMENT	330.00	330.00	0.00	72.19	0.00	257.81	21.88 %
001-180-535-0531	UNIFORMS	220.00	220.00	173.98	173.98	0.00	46.02	79.08 %
Category: 50 - Supplies Total:		880.00	880.00	173.98	291.61	0.00	588.39	33.14%
Category: 60 - Contractual Services								
001-180-602-0000	COMPUTER SOFTWARE & SUPPORT	1,100.00	1,100.00	84.99	509.94	0.00	590.06	46.36 %
001-180-603-0000	COMPUTER HARDWARE	0.00	0.00	0.00	2,289.30	0.00	-2,289.30	0.00 %
001-180-604-0000	PHYSICAL EXAMS & TESTING	22,000.00	22,000.00	531.00	3,395.00	0.00	18,605.00	15.43 %
001-180-605-0607	TRAVEL/TRAINING/SEMINARS	1,500.00	1,500.00	0.00	0.00	0.00	1,500.00	0.00 %
001-180-605-0608	ADA CONFERENCE & TRAVEL	1,500.00	1,500.00	0.00	1,496.07	0.00	3.93	99.74 %
001-180-610-0000	ADVERTISING	1,320.00	1,320.00	0.00	433.92	0.00	886.08	32.87 %
001-180-611-0000	TELEPHONE	432.00	432.00	39.87	214.13	0.00	217.87	49.57 %
001-180-620-0620	BUILDING INSURANCE	192,000.00	192,000.00	0.00	3,847.00	0.00	188,153.00	2.00 %
001-180-620-0621	COMP/COLLISION INSURANCE	70,000.00	70,000.00	199.00	5,165.00	0.00	64,835.00	7.38 %
001-180-620-0622	LIABILITY INSURANCE	135,000.00	135,000.00	0.00	113,255.65	0.00	21,744.35	83.89 %
001-180-620-0623	LIFE INSURANCE	13,500.00	13,500.00	991.16	6,974.23	0.00	6,525.77	51.66 %
001-180-620-0624	UNEMPLOYMENT INSURANCE	10,000.00	10,000.00	0.00	0.00	0.00	10,000.00	0.00 %
001-180-620-0626	WORKERS' COMPENSATION	185.00	184,348.00	0.00	130,911.03	0.00	53,436.97	71.01 %
001-180-621-0000	INSURANCE DEDUCTIBLES	4,000.00	4,000.00	0.00	0.00	0.00	4,000.00	0.00 %
001-180-630-0000	GENERAL REPAIRS & MAINTENANCE	1,200.00	1,200.00	201.40	682.20	317.80	200.00	83.33 %
001-180-681-0000	BONDS	10,000.00	10,000.00	0.00	6,988.00	0.00	3,012.00	69.88 %
001-180-686-0000	DUES/MEMBERSHIPS/SUBSCRIPTIONS	500.00	500.00	0.00	75.00	0.00	425.00	15.00 %
001-180-699-0000	OTHER SERVICES & CHARGES	220.00	220.00	0.00	0.00	0.00	220.00	0.00 %
001-180-699-0001	SHARED COSTS - FLOW THROUGH TRAINING	2,500.00	2,500.00	0.00	0.00	0.00	2,500.00	0.00 %
Category: 60 - Contractual Services Total:		466,957.00	651,120.00	2,047.42	276,236.47	317.80	374,565.73	42.47%
Department: 180 - HUMAN RESOURCES Total:		564,694.00	748,857.00	9,702.31	332,100.19	317.80	416,439.01	44.39%
Department: 181 - CIVIL SERVICE								
Category: 40 - Personnel Services								
001-181-420-0000	SALARIES	4,680.00	4,680.00	0.00	2,115.00	0.00	2,565.00	45.19 %
001-181-460-0000	STATE RETIREMENT - CITY'S SHARE	815.00	815.00	0.00	368.01	0.00	446.99	45.15 %
001-181-470-0000	FICA TAXES - CITY'S SHARE	358.00	358.00	0.00	161.80	0.00	196.20	45.20 %
001-181-491-0000	WORKERS' COMPENSATION	13.00	0.00	0.00	0.00	0.00	0.00	0.00 %
Category: 40 - Personnel Services Total:		5,866.00	5,853.00	0.00	2,644.81	0.00	3,208.19	45.19%
Category: 50 - Supplies								
001-181-560-0000	MATERIALS & SUPPLIES	3,500.00	3,500.00	0.00	0.00	0.00	3,500.00	0.00 %
Category: 50 - Supplies Total:		3,500.00	3,500.00	0.00	0.00	0.00	3,500.00	0.00%
Department: 181 - CIVIL SERVICE Total:		9,366.00	9,353.00	0.00	2,644.81	0.00	6,708.19	28.28%

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		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Percent Used
Department: 190 - PLANNING DEPARTMENT								
Category: 40 - Personnel Services								
001-190-420-0000	SALARIES	117,661.00	117,661.00	9,050.41	67,902.81	0.00	49,758.19	57.71 %
001-190-460-0000	STATE RETIREMENT-CITY'S SHARE	20,473.00	20,473.00	1,574.78	11,815.16	0.00	8,657.84	57.71 %
001-190-470-0000	FICA TAXES - CITY'S SHARE	9,001.00	9,001.00	650.96	4,903.68	0.00	4,097.32	54.48 %
001-190-480-0000	EMPLOYEE GROUP INSURANCE	25,657.00	25,657.00	2,138.04	14,841.28	0.00	10,815.72	57.84 %
001-190-491-0000	WORKERS' COMPENSATION	318.00	0.00	0.00	0.00	0.00	0.00	0.00 %
Category: 40 - Personnel Services Total:		173,110.00	172,792.00	13,414.19	99,462.93	0.00	73,329.07	57.56%
Category: 50 - Supplies								
001-190-500-0000	OFFICE SUPPLIES	1,430.00	1,430.00	45.75	677.88	0.00	752.12	47.40 %
001-190-535-0531	UNIFORMS	500.00	500.00	243.00	709.98	0.00	-209.98	142.00 %
001-190-560-0000	MATERIALS & SUPPLIES	300.00	300.00	0.00	150.99	0.00	149.01	50.33 %
Category: 50 - Supplies Total:		2,230.00	2,230.00	288.75	1,538.85	0.00	691.15	69.01%
Category: 60 - Contractual Services								
001-190-602-0000	COMPUTER SOFTWARE & SUPPORT	8,636.00	8,636.00	0.00	7,736.00	0.00	900.00	89.58 %
001-190-605-0607	TRAVEL/TRAINING/SEMINARS	2,500.00	2,500.00	0.00	905.78	0.00	1,594.22	36.23 %
001-190-606-0000	POSTAGE	500.00	500.00	0.00	940.07	0.00	-440.07	188.01 %
001-190-607-0000	TRANSIT SYSTEM EXPENSE	74,000.00	74,000.00	18,500.00	55,500.00	0.00	18,500.00	75.00 %
001-190-610-0000	ADVERTISING	3,000.00	3,000.00	234.32	698.16	0.00	2,301.84	23.27 %
001-190-615-0000	PRINTING & BINDING	1,200.00	1,200.00	478.00	482.00	0.00	718.00	40.17 %
001-190-617-0000	GRPC DUES	7,961.00	7,961.00	0.00	7,961.00	0.00	0.00	100.00 %
001-190-630-0000	GENERAL REPAIRS & MAINTENANCE	4,000.00	4,000.00	302.15	2,098.72	1,704.66	196.62	95.08 %
001-190-683-0000	UDC COMP PLAN/ORDINANCE UPDATE	10,000.00	10,000.00	2,500.00	6,991.62	0.00	3,008.38	69.92 %
001-190-686-0000	DUES/MEMBERSHIPS/SUBSCRIPTIONS	750.00	750.00	0.00	0.00	78.33	671.67	10.44 %
Category: 60 - Contractual Services Total:		112,547.00	112,547.00	22,014.47	83,313.35	1,782.99	27,450.66	75.61%
Department: 190 - PLANNING DEPARTMENT Total:		287,887.00	287,569.00	35,717.41	184,315.13	1,782.99	101,470.88	64.71%
Department: 191 - BUILDING DEPARTMENT								
Category: 40 - Personnel Services								
001-191-420-0000	SALARIES	186,782.00	186,782.00	14,367.42	107,755.61	0.00	79,026.39	57.69 %
001-191-460-0000	STATE RETIREMENT-CITY'S SHARE	32,500.00	32,500.00	2,499.93	18,749.47	0.00	13,750.53	57.69 %
001-191-470-0000	FICA TAXES - CITY'S SHARE	14,289.00	14,289.00	1,053.85	7,928.01	0.00	6,360.99	55.48 %
001-191-480-0000	EMPLOYEE GROUP INSURANCE	33,081.00	33,081.00	2,756.78	19,297.46	0.00	13,783.54	58.33 %
001-191-491-0000	WORKERS' COMPENSATION	4,400.00	0.00	0.00	0.00	0.00	0.00	0.00 %
Category: 40 - Personnel Services Total:		271,052.00	266,652.00	20,677.98	153,730.55	0.00	112,921.45	57.65%
Category: 50 - Supplies								
001-191-500-0000	OFFICE SUPPLIES	1,320.00	1,320.00	45.44	541.02	99.08	679.90	48.49 %
001-191-535-0531	UNIFORMS	500.00	500.00	0.00	350.00	145.00	5.00	99.00 %
001-191-560-0000	MATERIALS & SUPPLIES	770.00	770.00	0.00	252.70	954.00	-436.70	156.71 %
001-191-563-0000	REPAIR PARTS & SUPPLIES	1,320.00	1,320.00	0.00	0.00	0.00	1,320.00	0.00 %

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001-191-570-0000	TIRES AND TUBES	3,300.00	3,300.00	0.00	1,943.40	0.00	1,356.60	58.89 %
Category: 50 - Supplies Total:		7,210.00	7,210.00	45.44	3,087.12	1,198.08	2,924.80	59.43%
Category: 60 - Contractual Services								
001-191-600-0600	CONTRACTUAL SERVICES	0.00	0.00	437.00	437.00	0.00	-437.00	0.00 %
001-191-602-0000	COMPUTER SOFTWARE & SUPPORT	8,668.00	8,668.00	0.00	8,668.00	0.00	0.00	100.00 %
001-191-603-0000	COMPUTER HARDWARE	0.00	0.00	279.97	279.97	0.00	-279.97	0.00 %
001-191-605-0607	TRAVEL/TRAINING/SEMINARS	4,200.00	4,200.00	0.00	1,020.00	0.00	3,180.00	24.29 %
001-191-606-0000	POSTAGE	1,000.00	1,000.00	0.00	0.00	0.00	1,000.00	0.00 %
001-191-610-0000	ADVERTISING	1,200.00	1,200.00	0.00	0.00	0.00	1,200.00	0.00 %
001-191-611-0000	TELEPHONE	1,320.00	1,320.00	104.61	627.39	0.00	692.61	47.53 %
001-191-615-0000	PRINTING & BINDING	800.00	800.00	0.00	754.00	0.00	46.00	94.25 %
001-191-626-0000	STORMWATER PERMIT MDEQ	20,000.00	20,000.00	1,375.00	6,875.00	9,625.00	3,500.00	82.50 %
001-191-630-0000	GENERAL REPAIRS & MAINTENANCE	3,300.00	3,300.00	229.43	2,249.87	821.87	228.26	93.08 %
001-191-686-0000	DUES/MEMBERSHIPS/SUBSCRIPTIONS	2,000.00	2,000.00	145.00	1,045.00	0.00	955.00	52.25 %
001-191-687-0000	LOT CLEANING	13,000.00	13,000.00	0.00	0.00	0.00	13,000.00	0.00 %
001-191-689-0000	TREE REMOVAL AND MAINTENANCE	42,000.00	42,000.00	7,650.00	20,030.70	4,900.00	17,069.30	59.36 %
001-191-689-0001	TREE CANOPY CARE	20,000.00	20,000.00	0.00	0.00	0.00	20,000.00	0.00 %
Category: 60 - Contractual Services Total:		117,488.00	117,488.00	10,221.01	41,986.93	15,346.87	60,154.20	48.80%
Category: 90 - Capital Outlay								
001-191-915-0000	VEHICLES - BUILDING	33,000.00	33,000.00	0.00	32,189.96	0.00	810.04	97.55 %
001-191-916-0000	MACHINERY & EQUIPMENT	2,000.00	2,000.00	984.92	984.92	0.00	1,015.08	49.25 %
Category: 90 - Capital Outlay Total:		35,000.00	35,000.00	984.92	33,174.88	0.00	1,825.12	94.79%
Department: 191 - BUILDING DEPARTMENT Total:		430,750.00	426,350.00	31,929.35	231,979.48	16,544.95	177,825.57	58.29%
Department: 193 - SENIOR CITIZEN CENTER								
Category: 60 - Contractual Services								
001-193-620-0620	BUILDING INSURANCE	4,700.00	4,700.00	0.00	0.00	0.00	4,700.00	0.00 %
001-193-625-0000	UTILITIES	7,000.00	7,000.00	440.33	3,646.12	0.00	3,353.88	52.09 %
001-193-630-0000	GENERAL REPAIRS & MAINTENANCE	7,300.00	7,300.00	0.00	435.25	0.00	6,864.75	5.96 %
001-193-640-0000	AID TO OTHER GOVERNMENTS	5,000.00	5,000.00	0.00	0.00	0.00	5,000.00	0.00 %
Category: 60 - Contractual Services Total:		24,000.00	24,000.00	440.33	4,081.37	0.00	19,918.63	17.01%
Department: 193 - SENIOR CITIZEN CENTER Total:		24,000.00	24,000.00	440.33	4,081.37	0.00	19,918.63	17.01%
Department: 194 - COMMUNITY CENTER								
Category: 60 - Contractual Services								
001-194-613-0000	INTERNET SERVICE	1,320.00	1,320.00	107.00	535.00	0.00	785.00	40.53 %
001-194-620-0620	BUILDING INSURANCE	5,200.00	5,200.00	0.00	0.00	0.00	5,200.00	0.00 %
001-194-620-0625	W A MURAL INSURANCE	12,480.00	12,480.00	0.00	12,480.00	0.00	0.00	100.00 %
001-194-625-0000	UTILITIES	8,400.00	8,400.00	540.55	6,624.23	0.00	1,775.77	78.86 %

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001-194-630-0000	GENERAL REPAIRS & MAINTENANCE	3,300.00	3,300.00	-120.98	2,236.22	669.50	394.28	88.05 %
	Category: 60 - Contractual Services Total:	30,700.00	30,700.00	526.57	21,875.45	669.50	8,155.05	73.44%
	Department: 194 - COMMUNITY CENTER Total:	30,700.00	30,700.00	526.57	21,875.45	669.50	8,155.05	73.44%
Department: 195 - CIVIC CENTER								
Category: 60 - Contractual Services								
001-195-620-0620	BUILDING INSURANCE	24,200.00	24,200.00	0.00	0.00	0.00	24,200.00	0.00 %
001-195-625-0000	UTILITIES	28,500.00	28,500.00	1,153.90	12,761.12	0.00	15,738.88	44.78 %
001-195-630-0000	GENERAL REPAIRS & MAINTENANCE	11,000.00	11,000.00	358.48	8,934.15	925.06	1,140.79	89.63 %
	Category: 60 - Contractual Services Total:	63,700.00	63,700.00	1,512.38	21,695.27	925.06	41,079.67	35.51%
Category: 90 - Capital Outlay								
001-195-901-0915	IMPROVEMENTS TO BUILDING	0.00	69,069.18	0.00	60,057.23	8,950.00	61.95	99.91 %
	Category: 90 - Capital Outlay Total:	0.00	69,069.18	0.00	60,057.23	8,950.00	61.95	99.91%
	Department: 195 - CIVIC CENTER Total:	63,700.00	132,769.18	1,512.38	81,752.50	9,875.06	41,141.62	69.01%
Department: 196 - MARY C O'KEEFE								
Category: 34 - Miscellaneous								
001-196-341-0000	MARY C O'KEEFE REVENUES	10,000.00	10,000.00	2,974.58	8,378.69	0.00	-1,621.31	83.79 %
001-196-341-0001	GIFT SHOP SALES REVENUE	2,500.00	2,500.00	70.20	3,089.03	0.00	589.03	123.56 %
001-196-341-0002	MARY C PRODUCTION INCOME	0.00	0.00	0.00	4,254.48	0.00	4,254.48	0.00 %
001-196-341-0003	SALES - CONCESSIONS	0.00	0.00	23.45	457.28	0.00	457.28	0.00 %
001-196-342-0000	RENTAL REVENUE - MARY C BUILDING	12,000.00	12,000.00	2,176.22	7,173.56	0.00	-4,826.44	59.78 %
001-196-344-0000	MEMBERSHIP DUES	400.00	400.00	0.00	0.00	0.00	-400.00	0.00 %
	Category: 34 - Miscellaneous Total:	24,900.00	24,900.00	5,244.45	23,353.04	0.00	-1,546.96	93.79%
Category: 38 - Transfers and Non Revenue Receipts								
001-196-380-0000	DONATIONS RECEIVED	0.00	0.00	0.00	100.55	0.00	100.55	0.00 %
	Category: 38 - Transfers and Non Revenue Receipts Total:	0.00	0.00	0.00	100.55	0.00	100.55	0.00%
Category: 40 - Personnel Services								
001-196-420-0000	SALARIES	94,140.00	83,890.00	6,385.60	46,239.04	0.00	37,650.96	55.12 %
001-196-430-0402	OVERTIME PAY	1,000.00	1,000.00	165.02	352.51	0.00	647.49	35.25 %
001-196-460-0000	STATE RETIREMENT-CITY'S SHARE	16,555.00	14,771.00	1,111.10	8,045.62	0.00	6,725.38	54.47 %
001-196-470-0000	FICA TAXES - CITY'S SHARE	7,278.00	6,493.00	463.52	3,379.90	0.00	3,113.10	52.05 %
001-196-480-0000	EMPLOYEE GROUP INSURANCE	19,106.00	19,106.00	1,592.14	8,817.68	0.00	10,288.32	46.15 %
001-196-491-0000	WORKERS' COMPENSATION	257.00	0.00	0.00	0.00	0.00	0.00	0.00 %
	Category: 40 - Personnel Services Total:	138,336.00	125,260.00	9,717.38	66,834.75	0.00	58,425.25	53.36%
Category: 50 - Supplies								
001-196-500-0000	OFFICE SUPPLIES - MARY C. O'KEEFE	1,650.00	1,650.00	0.00	838.54	57.95	753.51	54.33 %
001-196-501-0000	OFFICE FURNITURE - MARY C	0.00	0.00	265.99	265.99	0.00	-265.99	0.00 %
001-196-510-0000	CLEANING & JANITORIAL SUPPLIES	2,200.00	2,200.00	22.26	640.01	45.69	1,514.30	31.17 %
001-196-535-0531	UNIFORMS - MARY C	200.00	200.00	85.50	85.50	0.00	114.50	42.75 %
001-196-560-0000	MATERIALS & SUPPLIES	8,000.00	8,000.00	1,229.66	5,965.82	1,384.39	649.79	91.88 %

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		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Percent Used
001-196-560-0001	MARY C PRODUCTION SUPPLIES AND EXPENSES	0.00	3,000.00	2,462.79	3,052.20	0.00	-52.20	101.74 %
001-196-560-0002	CONCESSIONS SUPPLIES	0.00	0.00	196.76	295.45	0.00	-295.45	0.00 %
001-196-563-0000	REPAIR PARTS & SUPPLIES	4,000.00	4,000.00	107.40	618.46	156.02	3,225.52	19.36 %
Category: 50 - Supplies Total:		16,050.00	19,050.00	4,370.36	11,761.97	1,644.05	5,643.98	70.37%
Category: 60 - Contractual Services								
001-196-600-0002	CLEANING SERVICES	8,000.00	8,000.00	900.00	4,564.24	0.00	3,435.76	57.05 %
001-196-602-0000	COMPUTER SOFTWARE & SUPPORT - MARY C	1,080.00	1,080.00	84.99	509.94	0.00	570.06	47.22 %
001-196-603-0000	COMPUTER HARDWARE	3,000.00	3,000.00	1,379.98	3,259.95	0.00	-259.95	108.67 %
001-196-610-0000	ADVERTISING - WEBSITE & MARKETING	3,500.00	3,500.00	700.00	1,234.50	0.00	2,265.50	35.27 %
001-196-613-0000	INTERNET SERVICE	1,600.00	1,600.00	131.44	920.08	0.00	679.92	57.51 %
001-196-620-0620	BUILDING INSURANCE	50,000.00	50,000.00	0.00	0.00	0.00	50,000.00	0.00 %
001-196-625-0000	UTILITIES	35,000.00	35,000.00	4,713.97	27,331.16	0.00	7,668.84	78.09 %
001-196-630-0000	GENERAL REPAIRS & MAINTENANCE	20,000.00	20,000.00	771.99	4,678.92	245.00	15,076.08	24.62 %
001-196-645-0000	CITY MUSEUM	4,000.00	4,000.00	-684.25	0.00	0.00	4,000.00	0.00 %
001-196-645-0001	GALLERIES	2,000.00	2,000.00	-850.00	434.41	40.09	1,525.50	23.73 %
001-196-688-0000	SPECIAL SERVICES - MARY C O'KEEFE	12,000.00	22,000.00	3,516.00	6,150.25	0.00	15,849.75	27.96 %
001-196-699-0001	PROCESSING FEES - WEBSITE PAYMENTS	2,000.00	2,000.00	-2.02	328.01	0.00	1,671.99	16.40 %
Category: 60 - Contractual Services Total:		142,180.00	152,180.00	10,662.10	49,411.46	285.09	102,483.45	32.66%
Category: 90 - Capital Outlay								
001-196-916-0000	MACHINERY & EQUIPMENT - MARY C O'KEEFE	5,000.00	5,000.00	0.00	4,323.60	0.00	676.40	86.47 %
Category: 90 - Capital Outlay Total:		5,000.00	5,000.00	0.00	4,323.60	0.00	676.40	86.47%
Department: 196 - MARY C O'KEEFE Surplus (Deficit):		-276,666.00	-276,590.00	-19,505.39	-108,878.19	-1,929.14	165,782.67	40.06%
Department: 197 - OTHER CULTURAL								
Category: 60 - Contractual Services								
001-197-625-0000	UTILITIES	2,420.00	2,420.00	97.38	945.00	0.00	1,475.00	39.05 %
Category: 60 - Contractual Services Total:		2,420.00	2,420.00	97.38	945.00	0.00	1,475.00	39.05%
Department: 197 - OTHER CULTURAL Total:		2,420.00	2,420.00	97.38	945.00	0.00	1,475.00	39.05%
Department: 200 - POLICE DEPARTMENT								
Category: 40 - Personnel Services								
001-200-410-0000	SALARY - SCHOOL CROSSING GUARD	40,000.00	40,000.00	3,360.00	20,825.00	0.00	19,175.00	52.06 %
001-200-420-0000	SALARIES	2,369,519.00	2,369,519.00	153,050.24	1,169,645.35	0.00	1,199,873.65	49.36 %
001-200-421-0000	SALARIES - AUXILIARY	0.00	0.00	1,683.91	24,048.03	0.00	-24,048.03	0.00 %
001-200-425-0000	FTO PAY	0.00	0.00	150.00	1,050.00	0.00	-1,050.00	0.00 %
001-200-430-0401	FESTIVAL OVERTIME	0.00	0.00	2,139.75	28,787.99	0.00	-28,787.99	0.00 %
001-200-430-0402	OVERTIME PAY	100,000.00	100,000.00	19,696.22	169,835.11	0.00	-69,835.11	169.84 %
001-200-430-0403	OVERTIME - DOWNTOWN DETAIL	0.00	0.00	4,023.28	23,607.85	0.00	-23,607.85	0.00 %
001-200-431-0000	HOLIDAY PAY	66,104.00	66,104.00	0.00	2,479.68	0.00	63,624.32	3.75 %
001-200-432-0000	PERSONAL (TERMINAL) PAY	0.00	0.00	0.00	11,650.58	0.00	-11,650.58	0.00 %
001-200-444-0000	HIDTA/FIRE TASK FORCE	0.00	0.00	177.20	3,998.09	0.00	-3,998.09	0.00 %
001-200-446-0000	GRANT-FBI O/T	18,500.00	18,500.00	1,709.25	10,545.75	0.00	7,954.25	57.00 %

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001-200-460-0000	STATE RETIREMENT-CITY'S SHARE	444,418.00	444,418.00	31,514.52	247,880.11	0.00	196,537.89	55.78 %
001-200-470-0000	FICA TAXES - CITY'S SHARE	198,451.00	198,451.00	13,631.35	108,132.64	0.00	90,318.36	54.49 %
001-200-480-0000	EMPLOYEE GROUP INSURANCE	387,436.00	387,436.00	30,435.62	198,689.12	0.00	188,746.88	51.28 %
001-200-491-0000	WORKERS' COMPENSATION	52,222.00	0.00	0.00	0.00	0.00	0.00	0.00 %
Category: 40 - Personnel Services Total:		3,676,650.00	3,624,428.00	261,571.34	2,021,175.30	0.00	1,603,252.70	55.77%
Category: 50 - Supplies								
001-200-500-0000	OFFICE SUPPLIES	7,700.00	7,700.00	127.10	3,855.52	144.99	3,699.49	51.95 %
001-200-501-0000	OFFICE FURNITURE & EQUIPMENT	2,880.00	2,880.00	0.00	584.99	0.00	2,295.01	20.31 %
001-200-520-0000	PRISONER COSTS	70,000.00	70,000.00	4,903.03	35,967.23	0.00	34,032.77	51.38 %
001-200-521-0000	K-9 SUPPLIES & EXPENSES	2,000.00	2,000.00	0.00	271.65	0.00	1,728.35	13.58 %
001-200-525-0000	GAS AND OIL	250,000.00	250,000.00	13,569.79	77,814.98	34,261.43	137,923.59	44.83 %
001-200-535-0531	UNIFORMS	38,000.00	38,000.00	1,210.66	9,298.32	11,601.99	17,099.69	55.00 %
001-200-541-0000	AMMUNITION	22,000.00	22,000.00	18,300.00	23,500.00	2,200.00	-3,700.00	116.82 %
001-200-542-0000	ANIMAL CONTROL EXPENSES	2,500.00	2,500.00	0.00	0.00	0.00	2,500.00	0.00 %
001-200-550-0000	TRAINING COURSE ITEMS	5,000.00	5,000.00	2,070.00	2,492.77	1,890.00	617.23	87.66 %
001-200-560-0000	MATERIALS & SUPPLIES	13,000.00	13,000.00	1,010.34	6,063.69	5,132.31	1,804.00	86.12 %
001-200-563-0000	REPAIR PARTS & SUPPLIES	15,000.00	15,000.00	239.24	10,232.73	4,040.70	726.57	95.16 %
001-200-570-0000	TIRES AND TUBES	23,000.00	23,000.00	1,733.29	9,218.38	9,144.93	4,636.69	79.84 %
Category: 50 - Supplies Total:		451,080.00	451,080.00	43,163.45	179,300.26	68,416.35	203,363.39	54.92%
Category: 60 - Contractual Services								
001-200-600-0600	CONTRACTUAL SERVICES	0.00	0.00	2,820.00	2,820.00	0.00	-2,820.00	0.00 %
001-200-602-0000	COMPUTER SOFTWARE & SUPPORT	505,897.00	414,528.00	1,314.74	51,902.04	355,722.00	6,903.96	98.33 %
001-200-602-0605	PTS & DIGITICKET MAINTENANCE FEES	40,343.00	58,305.00	0.00	55,544.88	0.00	2,760.12	95.27 %
001-200-603-0000	COMPUTER HARDWARE	0.00	12,000.00	0.00	5,504.53	0.00	6,495.47	45.87 %
001-200-605-0607	TRAVEL/TRAINING/SEMINARS	70,000.00	70,000.00	1,627.32	33,252.47	5,121.00	31,626.53	54.82 %
001-200-611-0000	TELEPHONE	16,728.00	16,728.00	1,339.41	8,042.41	0.00	8,685.59	48.08 %
001-200-612-0000	TELEPHONE SERVICE - POLICE DEPT	2,888.00	2,888.00	240.39	1,644.54	0.00	1,243.46	56.94 %
001-200-613-0000	INTERNET SERVICE - POLICE DEPT	983.00	983.00	84.00	588.00	0.00	395.00	59.82 %
001-200-625-0000	UTILITIES	54,000.00	54,000.00	3,790.46	28,848.72	0.00	25,151.28	53.42 %
001-200-630-0000	GENERAL REPAIRS & MAINTENANCE	70,000.00	110,000.00	4,051.73	54,145.20	13,258.31	42,596.49	61.28 %
001-200-640-0000	AID TO OTHER GOVERNMENTS	500.00	500.00	0.00	0.00	0.00	500.00	0.00 %
001-200-686-0000	DUES/MEMBERSHIPS/SUBSCRIPTIONS	2,000.00	2,000.00	0.00	2,050.00	0.00	-50.00	102.50 %
001-200-699-0000	OTHER SERVICES & CHARGES	5,000.00	5,000.00	180.00	882.25	2,750.00	1,367.75	72.65 %
Category: 60 - Contractual Services Total:		768,339.00	746,932.00	15,448.05	245,225.04	376,851.31	124,855.65	83.28%
Department: 200 - POLICE DEPARTMENT Total:		4,896,069.00	4,822,440.00	320,182.84	2,445,700.60	445,267.66	1,931,471.74	59.95%
Department: 260 - FIRE DEPARTMENT								
Category: 40 - Personnel Services								
001-260-420-0000	SALARIES	1,552,792.00	1,688,042.00	132,837.88	949,499.45	0.00	738,542.55	56.25 %
001-260-425-0000	EMT PAY	6,300.00	6,300.00	0.00	3,450.00	0.00	2,850.00	54.76 %
001-260-427-0000	OUT OF RANK PAY	0.00	0.00	408.00	4,176.00	0.00	-4,176.00	0.00 %

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001-260-430-0401	FESTIVAL OVERTIME	0.00	0.00	728.39	4,177.42	0.00	-4,177.42	0.00 %
001-260-430-0402	OVERTIME PAY	60,000.00	60,000.00	1,658.03	17,432.02	0.00	42,567.98	29.05 %
001-260-431-0000	HOLIDAY PAY	50,695.00	0.00	0.00	222.80	0.00	-222.80	0.00 %
001-260-432-0000	PERSONAL (TERMINAL) PAY	0.00	0.00	0.00	6,883.20	0.00	-6,883.20	0.00 %
001-260-460-0000	STATE RETIREMENT-CITY'S SHARE	290,543.00	305,256.00	23,600.08	171,465.86	0.00	133,790.14	56.17 %
001-260-470-0000	FICA TAXES - CITY'S SHARE	127,739.00	134,208.00	9,933.51	72,195.41	0.00	62,012.59	53.79 %
001-260-480-0000	EMPLOYEE GROUP INSURANCE	285,592.00	285,592.00	22,595.30	157,815.83	0.00	127,776.17	55.26 %
001-260-491-0000	WORKERS' COMPENSATION	60,134.00	0.00	0.00	0.00	0.00	0.00	0.00 %
Category: 40 - Personnel Services Total:		2,433,795.00	2,479,398.00	191,761.19	1,387,317.99	0.00	1,092,080.01	55.95%
Category: 50 - Supplies								
001-260-500-0000	OFFICE SUPPLIES	900.00	900.00	0.00	215.92	138.48	545.60	39.38 %
001-260-501-0000	OFFICE FURNITURE & EQUIPMENT	5,000.00	5,000.00	0.00	523.33	198.00	4,278.67	14.43 %
001-260-510-0000	CLEANING & JANITORIAL SUPPLIES	5,000.00	5,000.00	0.00	2,502.98	0.00	2,497.02	50.06 %
001-260-521-0000	DOG SUPPLIES & EXPENSES	1,000.00	1,000.00	54.00	677.95	127.40	194.65	80.54 %
001-260-525-0000	GAS AND OIL	39,000.00	39,000.00	0.00	17,069.62	3,275.76	18,654.62	52.17 %
001-260-535-0531	UNIFORMS	18,500.00	18,500.00	636.00	15,281.17	-1,781.00	4,999.83	72.97 %
001-260-540-0000	FIRE EXPLORER PROGRAM SUPPLIES	2,000.00	2,000.00	0.00	0.00	0.00	2,000.00	0.00 %
001-260-543-0000	CHEMICALS	1,300.00	1,300.00	0.00	0.00	0.00	1,300.00	0.00 %
001-260-547-0000	OTHER OPERATING SUPPLIES	1,100.00	1,100.00	0.00	803.00	0.00	297.00	73.00 %
001-260-548-0000	SMALL TOOLS & EQUIPMENT	12,000.00	12,000.00	2,011.64	7,534.45	0.00	4,465.55	62.79 %
001-260-551-0000	TURN OUT GEAR/CLOTHING PROTECT	2,400.00	2,400.00	0.00	0.00	0.00	2,400.00	0.00 %
001-260-560-0000	MATERIALS & SUPPLIES	7,000.00	7,000.00	657.94	657.94	235.83	6,106.23	12.77 %
001-260-563-0000	REPAIR PARTS & SUPPLIES	6,500.00	6,500.00	742.82	4,206.14	817.12	1,476.74	77.28 %
001-260-570-0000	TIRES AND TUBES	5,000.00	5,000.00	771.84	2,773.58	0.00	2,226.42	55.47 %
Category: 50 - Supplies Total:		106,700.00	106,700.00	4,874.24	52,246.08	3,011.59	51,442.33	51.79%
Category: 60 - Contractual Services								
001-260-600-0600	CONTRACTUAL SERVICES	0.00	0.00	1,128.00	1,128.00	0.00	-1,128.00	0.00 %
001-260-602-0000	COMPUTER SOFTWARE & SUPPORT	5,000.00	5,000.00	0.00	4,436.00	0.00	564.00	88.72 %
001-260-603-0000	COMPUTER HARDWARE	2,500.00	2,500.00	0.00	3,883.30	0.00	-1,383.30	155.33 %
001-260-605-0607	TRAVEL/TRAINING/SEMINARS	25,000.00	25,000.00	2,005.00	11,283.55	730.00	12,986.45	48.05 %
001-260-611-0000	TELEPHONE	432.00	432.00	69.20	415.11	0.00	16.89	96.09 %
001-260-625-0000	UTILITIES	32,760.00	32,760.00	2,649.36	20,000.36	0.00	12,759.64	61.05 %
001-260-630-0000	GENERAL REPAIRS & MAINTENANCE	75,000.00	75,000.00	7,232.65	21,210.93	1,182.65	52,606.42	29.86 %
001-260-630-0001	FIRETRUCK REPAIRS - PY INSURANCE PROCEEDS	99,647.00	99,647.00	0.00	0.00	0.00	99,647.00	0.00 %
001-260-686-0000	DUES/MEMBERSHIPS/SUBSCRIPTIONS	1,750.00	1,750.00	0.00	705.00	0.00	1,045.00	40.29 %
001-260-699-0000	OTHER SERVICES & CHARGES	1,200.00	1,200.00	0.00	0.00	0.00	1,200.00	0.00 %
Category: 60 - Contractual Services Total:		243,289.00	243,289.00	13,084.21	63,062.25	1,912.65	178,314.10	26.71%
Category: 90 - Capital Outlay								
001-260-901-0915	IMPROVEMENTS TO BUILDING	14,500.00	36,500.00	0.00	35,297.10	0.00	1,202.90	96.70 %

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001-260-916-0000	MACHINERY & EQUIPMENT	19,000.00	19,000.00	0.00	18,772.76	0.00	227.24	98.80 %
	Category: 90 - Capital Outlay Total:	33,500.00	55,500.00	0.00	54,069.86	0.00	1,430.14	97.42%
	Department: 260 - FIRE DEPARTMENT Total:	2,817,284.00	2,884,887.00	209,719.64	1,556,696.18	4,924.24	1,323,266.58	54.13%
Department: 268 - EMERGENCY MANAGEMENT								
Category: 50 - Supplies								
001-268-560-0000	MATERIALS & SUPPLIES	1,000.00	1,000.00	0.00	0.00	0.00	1,000.00	0.00 %
	Category: 50 - Supplies Total:	1,000.00	1,000.00	0.00	0.00	0.00	1,000.00	0.00%
Category: 60 - Contractual Services								
001-268-605-0605	CODE RED EMERGENCY SYSTEM	7,600.00	7,600.00	0.00	0.00	0.00	7,600.00	0.00 %
001-268-605-0607	TRAVEL/TRAINING/SEMINARS	1,000.00	1,000.00	0.00	0.00	0.00	1,000.00	0.00 %
	Category: 60 - Contractual Services Total:	8,600.00	8,600.00	0.00	0.00	0.00	8,600.00	0.00%
	Department: 268 - EMERGENCY MANAGEMENT Total:	9,600.00	9,600.00	0.00	0.00	0.00	9,600.00	0.00%
Department: 300 - PUBLIC WORKS ADMINISTRATION								
Category: 40 - Personnel Services								
001-300-420-0000	SALARIES	72,006.00	87,926.00	5,113.61	36,932.41	0.00	50,993.59	42.00 %
001-300-430-0402	OVERTIME PAY	2,000.00	2,000.00	0.00	154.72	0.00	1,845.28	7.74 %
001-300-432-0000	PERSONAL (TERMINAL) PAY	0.00	4,185.00	-2,309.29	2,309.29	0.00	1,875.71	55.18 %
001-300-460-0000	STATE RETIREMENT-CITY'S SHARE	12,877.00	15,726.00	476.57	6,439.88	0.00	9,286.12	40.95 %
001-300-470-0000	FICA TAXES - CITY'S SHARE	5,661.00	6,784.00	189.98	2,651.70	0.00	4,132.30	39.09 %
001-300-480-0000	EMPLOYEE GROUP INSURANCE	8,088.00	13,250.00	656.74	4,534.68	0.00	8,715.32	34.22 %
001-300-491-0000	WORKERS' COMPENSATION	1,218.00	0.00	0.00	0.00	0.00	0.00	0.00 %
001-300-492-0000	COMP (TERMINAL) PAY	0.00	0.00	-65.65	65.65	0.00	-65.65	0.00 %
	Category: 40 - Personnel Services Total:	101,850.00	129,871.00	4,061.96	53,088.33	0.00	76,782.67	40.88%
Category: 50 - Supplies								
001-300-500-0000	OFFICE SUPPLIES	4,400.00	4,400.00	943.87	3,314.24	126.61	959.15	78.20 %
001-300-501-0000	OFFICE FURNITURE & EQUIPMENT	2,200.00	2,200.00	0.00	529.10	474.98	1,195.92	45.64 %
001-300-510-0000	CLEANING & JANITORIAL SUPPLIES	8,800.00	8,800.00	451.92	3,379.35	1,323.41	4,097.24	53.44 %
001-300-535-0530	UNIFORM ALLOWANCES & SERVICE	25,000.00	25,200.00	2,002.43	14,028.18	0.00	11,171.82	55.67 %
001-300-560-0000	MATERIALS & SUPPLIES	8,000.00	8,000.00	201.18	2,479.31	4,314.40	1,206.29	84.92 %
001-300-563-0000	REPAIR PARTS & SUPPLIES	1,200.00	1,200.00	0.00	818.40	0.00	381.60	68.20 %
	Category: 50 - Supplies Total:	49,600.00	49,800.00	3,599.40	24,548.58	6,239.40	19,012.02	61.82%
Category: 60 - Contractual Services								
001-300-600-0600	CONTRACTUAL SERVICES	0.00	12,009.00	2,175.00	7,321.50	3,052.00	1,635.50	86.38 %
001-300-602-0000	COMPUTER SOFTWARE & SUPPORT	1,850.00	1,850.00	0.00	1,833.33	0.00	16.67	99.10 %
001-300-605-0607	TRAVEL/TRAINING/SEMINARS	1,200.00	1,200.00	0.00	625.00	0.00	575.00	52.08 %
001-300-611-0000	TELEPHONE	2,100.00	2,100.00	69.74	452.59	0.00	1,647.41	21.55 %
001-300-625-0000	UTILITIES	25,000.00	25,000.00	1,806.53	13,925.87	0.00	11,074.13	55.70 %
001-300-630-0000	GENERAL REPAIRS & MAINTENANCE	6,600.00	6,600.00	209.84	1,665.11	3,157.63	1,777.26	73.07 %

Budget Report

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		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Percent Used
001-300-686-0000	DUES/MEMBERSHIPS/SUBSCRIPTIONS	600.00	600.00	382.00	382.00	0.00	218.00	63.67 %
	Category: 60 - Contractual Services Total:	37,350.00	49,359.00	4,643.11	26,205.40	6,209.63	16,943.97	65.67%
	Category: 90 - Capital Outlay							
001-300-915-0000	VEHICLES	0.00	16,000.00	0.00	0.00	0.00	16,000.00	0.00 %
	Category: 90 - Capital Outlay Total:	0.00	16,000.00	0.00	0.00	0.00	16,000.00	0.00%
	Department: 300 - PUBLIC WORKS ADMINISTRATION Total:	188,800.00	245,030.00	12,304.47	103,842.31	12,449.03	128,738.66	47.46%
	Department: 301 - STREET DEPARTMENT							
	Category: 40 - Personnel Services							
001-301-420-0000	SALARIES	386,392.00	386,392.00	25,576.00	198,983.57	0.00	187,408.43	51.50 %
001-301-421-0000	GRASS-LANDSCAPING P/T HELP	18,000.00	6,000.00	0.00	0.00	0.00	6,000.00	0.00 %
001-301-430-0402	OVERTIME PAY	10,000.00	10,000.00	52.78	1,294.82	0.00	8,705.18	12.95 %
001-301-432-0000	PERSONAL (TERMINAL) PAY	0.00	11,100.00	0.00	11,097.60	0.00	2.40	99.98 %
001-301-460-0000	STATE RETIREMENT-CITY'S SHARE	68,973.00	70,905.00	5,261.92	40,715.34	0.00	30,189.66	57.42 %
001-301-470-0000	FICA TAXES - CITY'S SHARE	31,701.00	32,551.00	2,216.78	17,067.17	0.00	15,483.83	52.43 %
001-301-480-0000	EMPLOYEE GROUP INSURANCE	82,453.00	82,453.00	4,818.78	40,169.06	0.00	42,283.94	48.72 %
001-301-491-0000	WORKERS' COMPENSATION	16,504.00	0.00	0.00	0.00	0.00	0.00	0.00 %
001-301-499-0000	TEMP AGENCY EXPENSE	15,000.00	65,000.00	0.00	52,468.92	0.00	12,531.08	80.72 %
	Category: 40 - Personnel Services Total:	629,023.00	664,401.00	37,926.26	361,796.48	0.00	302,604.52	54.45%
	Category: 50 - Supplies							
001-301-525-0000	GAS AND OIL	125,000.00	125,000.00	9,625.00	83,447.55	34,835.42	6,717.03	94.63 %
001-301-543-0000	CHEMICALS	50,000.00	50,000.00	0.00	4,832.23	0.00	45,167.77	9.66 %
001-301-548-0000	SMALL TOOLS & EQUIPMENT	0.00	2,755.00	3,180.50	3,330.63	0.00	-575.63	120.89 %
001-301-560-0000	MATERIALS & SUPPLIES	40,000.00	40,000.00	5,794.09	19,814.51	3,076.34	17,109.15	57.23 %
001-301-563-0000	REPAIR PARTS & SUPPLIES	77,000.00	77,000.00	9,105.61	35,353.23	8,758.78	32,887.99	57.29 %
001-301-566-0000	SIGNS AND SIGN MATERIAL	40,000.00	40,000.00	10,941.00	18,457.63	171.90	21,370.47	46.57 %
001-301-570-0000	TIRES AND TUBES	19,000.00	19,000.00	0.00	4,992.00	4,907.08	9,100.92	52.10 %
	Category: 50 - Supplies Total:	351,000.00	353,755.00	38,646.20	170,227.78	51,749.52	131,777.70	62.75%
	Category: 60 - Contractual Services							
001-301-600-0601	LANDSCAPING CONTRACT	200,000.00	200,000.00	2,070.00	30,960.00	0.00	169,040.00	15.48 %
001-301-605-0607	TRAVEL/TRAINING/SEMINARS	1,200.00	1,200.00	0.00	550.00	0.00	650.00	45.83 %
001-301-611-0000	TELEPHONE	750.00	750.00	20.55	262.73	0.00	487.27	35.03 %
001-301-625-0000	UTILITIES	545,000.00	545,000.00	42,524.67	302,429.53	0.00	242,570.47	55.49 %
001-301-630-0000	GENERAL REPAIRS & MAINTENANCE	55,000.00	55,000.00	2,300.00	24,204.61	2,550.68	28,244.71	48.65 %
	Category: 60 - Contractual Services Total:	801,950.00	801,950.00	46,915.22	358,406.87	2,550.68	440,992.45	45.01%
	Category: 90 - Capital Outlay							
001-301-902-0000	ASPHALT	35,000.00	35,000.00	1,193.64	8,133.60	11,479.69	15,386.71	56.04 %
001-301-903-0911	CONCRETE STREET PANELS	20,000.00	0.00	0.00	3,988.40	0.00	-3,988.40	0.00 %
001-301-903-0912	SIDEWALKS	20,000.00	20,000.00	0.00	8,480.40	1,170.40	10,349.20	48.25 %
001-301-915-0000	VEHICLES	0.00	75,998.00	0.00	37,999.00	37,999.00	0.00	100.00 %

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		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Percent Used
001-301-916-0000	MACHINERY & EQUIPMENT	100,000.00	82,756.50	0.00	3,495.51	79,361.00	-100.01	100.12 %
	Category: 90 - Capital Outlay Total:	175,000.00	213,754.50	1,193.64	62,096.91	130,010.09	21,647.50	89.87%
	Department: 301 - STREET DEPARTMENT Total:	1,956,973.00	2,033,860.50	124,681.32	952,528.04	184,310.29	897,022.17	55.90%
Department: 350 - CENTRAL SHOP								
Category: 40 - Personnel Services								
001-350-420-0000	SALARIES	60,326.00	60,326.00	3,192.80	34,671.20	0.00	25,654.80	57.47 %
001-350-430-0402	OVERTIME PAY	1,000.00	1,000.00	0.00	645.44	0.00	354.56	64.54 %
001-350-460-0000	STATE RETIREMENT-CITY'S SHARE	10,671.00	10,671.00	555.56	6,115.41	0.00	4,555.59	57.31 %
001-350-470-0000	FICA TAXES - CITY'S SHARE	4,692.00	4,692.00	232.76	2,577.47	0.00	2,114.53	54.93 %
001-350-480-0000	EMPLOYEE GROUP INSURANCE	15,668.00	15,668.00	673.94	6,932.33	0.00	8,735.67	44.25 %
001-350-491-0000	WORKERS' COMPENSATION	1,495.00	0.00	0.00	0.00	0.00	0.00	0.00 %
	Category: 40 - Personnel Services Total:	93,852.00	92,357.00	4,655.06	50,941.85	0.00	41,415.15	55.16%
Category: 50 - Supplies								
001-350-548-0000	SMALL TOOLS & EQUIPMENT	1,650.00	2,650.00	965.97	2,269.67	174.98	205.35	92.25 %
001-350-560-0000	MATERIALS & SUPPLIES	3,400.00	4,400.00	0.00	4,107.66	3,785.01	-3,492.67	179.38 %
001-350-563-0000	REPAIR PARTS & SUPPLIES	2,800.00	2,800.00	81.69	935.18	2,000.00	-135.18	104.83 %
	Category: 50 - Supplies Total:	7,850.00	9,850.00	1,047.66	7,312.51	5,959.99	-3,422.50	134.75%
Category: 60 - Contractual Services								
001-350-605-0607	TRAVEL/TRAINING/SEMINARS	1,800.00	1,800.00	0.00	0.00	0.00	1,800.00	0.00 %
001-350-630-0000	GENERAL REPAIRS & MAINTENANCE	1,000.00	1,000.00	0.00	200.00	0.00	800.00	20.00 %
001-350-635-0000	RENTALS	4,000.00	4,000.00	425.87	3,119.24	1,767.44	-886.68	122.17 %
	Category: 60 - Contractual Services Total:	6,800.00	6,800.00	425.87	3,319.24	1,767.44	1,713.32	74.80%
Category: 90 - Capital Outlay								
001-350-916-0000	MACHINERY & EQUIPMENT	4,300.00	4,805.00	0.00	0.00	0.00	4,805.00	0.00 %
	Category: 90 - Capital Outlay Total:	4,300.00	4,805.00	0.00	0.00	0.00	4,805.00	0.00%
	Department: 350 - CENTRAL SHOP Total:	112,802.00	113,812.00	6,128.59	61,573.60	7,727.43	44,510.97	60.89%
Department: 351 - MAINTENANCE								
Category: 40 - Personnel Services								
001-351-420-0000	SALARIES	66,519.00	66,519.00	4,613.12	33,413.44	0.00	33,105.56	50.23 %
001-351-430-0402	OVERTIME PAY	1,000.00	1,000.00	0.00	2,163.99	0.00	-1,163.99	216.40 %
001-351-460-0000	STATE RETIREMENT-CITY'S SHARE	11,748.00	11,748.00	802.68	6,352.47	0.00	5,395.53	54.07 %
001-351-470-0000	FICA TAXES - CITY'S SHARE	5,166.00	5,166.00	338.94	2,707.10	0.00	2,458.90	52.40 %
001-351-480-0000	EMPLOYEE GROUP INSURANCE	16,174.00	16,174.00	1,049.40	5,702.95	0.00	10,471.05	35.26 %
001-351-491-0000	WORKERS' COMPENSATION	2,339.00	0.00	0.00	0.00	0.00	0.00	0.00 %
	Category: 40 - Personnel Services Total:	102,946.00	100,607.00	6,804.14	50,339.95	0.00	50,267.05	50.04%
Category: 50 - Supplies								
001-351-548-0000	SMALL TOOLS & EQUIPMENT	2,200.00	2,200.00	0.00	845.47	154.53	1,200.00	45.45 %
001-351-560-0000	MATERIALS & SUPPLIES	3,800.00	3,800.00	28.99	2,898.97	1,672.24	-771.21	120.30 %

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		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Percent Used
001-351-563-0000	REPAIR PARTS & SUPPLIES	1,500.00	1,500.00	165.22	275.82	0.00	1,224.18	18.39 %
Category: 50 - Supplies Total:		7,500.00	7,500.00	194.21	4,020.26	1,826.77	1,652.97	77.96%
Category: 60 - Contractual Services								
001-351-611-0000	TELEPHONE	264.00	264.00	0.00	0.00	0.00	264.00	0.00 %
001-351-630-0000	GENERAL REPAIRS & MAINTENANCE	325.00	325.00	0.00	0.00	0.00	325.00	0.00 %
001-351-699-0000	OTHER SERVICES & CHARGES	275.00	275.00	0.00	0.00	0.00	275.00	0.00 %
Category: 60 - Contractual Services Total:		864.00	864.00	0.00	0.00	0.00	864.00	0.00%
Department: 351 - MAINTENANCE Total:		111,310.00	108,971.00	6,998.35	54,360.21	1,826.77	52,784.02	51.56%
Department: 352 - DRAINAGE DEPARTMENT								
Category: 40 - Personnel Services								
001-352-420-0000	SALARIES	155,205.00	155,205.00	11,633.99	89,792.46	0.00	65,412.54	57.85 %
001-352-430-0402	OVERTIME PAY	4,000.00	4,000.00	11.73	1,767.65	0.00	2,232.35	44.19 %
001-352-460-0000	STATE RETIREMENT-CITY'S SHARE	27,702.00	27,702.00	2,348.06	16,904.69	0.00	10,797.31	61.02 %
001-352-470-0000	FICA TAXES - CITY'S SHARE	12,180.00	12,180.00	980.20	7,117.81	0.00	5,062.19	58.44 %
001-352-480-0000	EMPLOYEE GROUP INSURANCE	36,529.00	36,529.00	2,869.98	17,708.61	0.00	18,820.39	48.48 %
001-352-491-0000	WORKERS' COMPENSATION	6,341.00	0.00	0.00	0.00	0.00	0.00	0.00 %
Category: 40 - Personnel Services Total:		241,957.00	235,616.00	17,843.96	133,291.22	0.00	102,324.78	56.57%
Category: 50 - Supplies								
001-352-548-0000	SMALL TOOLS & EQUIPMENT	5,500.00	5,500.00	0.00	2,343.59	1,025.21	2,131.20	61.25 %
001-352-560-0000	MATERIALS & SUPPLIES	5,500.00	5,500.00	0.00	4,918.62	315.96	265.42	95.17 %
001-352-563-0000	REPAIR PARTS & SUPPLIES	5,000.00	5,000.00	75.72	1,591.25	2,702.98	705.77	85.88 %
Category: 50 - Supplies Total:		16,000.00	16,000.00	75.72	8,853.46	4,044.15	3,102.39	80.61%
Category: 60 - Contractual Services								
001-352-611-0000	TELEPHONE	720.00	720.00	55.42	332.27	0.00	387.73	46.15 %
001-352-630-0000	GENERAL REPAIRS & MAINTENANCE	13,200.00	23,200.00	0.00	9,272.88	8,357.00	5,570.12	75.99 %
001-352-631-0000	DRAINAGE REPAIR PARTS & SPLYS	17,500.00	17,500.00	0.00	16,210.28	997.50	292.22	98.33 %
001-352-689-0000	TREE REMOVAL	4,000.00	11,500.00	0.00	9,000.00	800.00	1,700.00	85.22 %
Category: 60 - Contractual Services Total:		35,420.00	52,920.00	55.42	34,815.43	10,154.50	7,950.07	84.98%
Category: 90 - Capital Outlay								
001-352-906-0000	DRAINAGE PROJECTS	275,000.00	295,000.00	50,896.70	135,918.15	62,007.46	97,074.39	67.09 %
001-352-916-0000	MACHINERY & EQUIPMENT	5,000.00	22,010.00	0.00	20,810.00	0.00	1,200.00	94.55 %
Category: 90 - Capital Outlay Total:		280,000.00	317,010.00	50,896.70	156,728.15	62,007.46	98,274.39	69.00%
Department: 352 - DRAINAGE DEPARTMENT Total:		573,377.00	621,546.00	68,871.80	333,688.26	76,206.11	211,651.63	65.95%
Department: 353 - LANDSCAPING/BEAUTIFICATION								
Category: 40 - Personnel Services								
001-353-420-0000	SALARIES	90,991.00	90,991.00	4,918.40	38,417.55	0.00	52,573.45	42.22 %
001-353-430-0402	OVERTIME PAY	0.00	0.00	68.96	83.29	0.00	-83.29	0.00 %
001-353-460-0000	STATE RETIREMENT-CITY'S SHARE	15,833.00	15,833.00	867.80	6,929.35	0.00	8,903.65	43.77 %
001-353-470-0000	FICA TAXES - CITY'S SHARE	6,961.00	6,961.00	367.77	2,950.23	0.00	4,010.77	42.38 %

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		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Percent Used
001-353-480-0000	EMPLOYEE GROUP INSURANCE	22,770.00	22,770.00	1,049.40	7,352.05	0.00	15,417.95	32.29 %
001-353-491-0000	WORKERS' COMPENSATION	3,191.00	0.00	0.00	0.00	0.00	0.00	0.00 %
001-353-499-0000	TEMP AGENCY EXPENSE	0.00	5,000.00	0.00	18,752.60	0.00	-13,752.60	375.05 %
Category: 40 - Personnel Services Total:		139,746.00	141,555.00	7,272.33	74,485.07	0.00	67,069.93	52.62%
Category: 50 - Supplies								
001-353-546-0000	LANDSCAPE MATERIALS & SUPPLIES	25,000.00	25,000.00	791.97	7,489.46	4,570.94	12,939.60	48.24 %
Category: 50 - Supplies Total:		25,000.00	25,000.00	791.97	7,489.46	4,570.94	12,939.60	48.24%
Category: 60 - Contractual Services								
001-353-600-0601	CONTRACTUAL - LANDSCAPING	25,000.00	25,000.00	0.00	0.00	0.00	25,000.00	0.00 %
Category: 60 - Contractual Services Total:		25,000.00	25,000.00	0.00	0.00	0.00	25,000.00	0.00%
Department: 353 - LANDSCAPING/BEAUTIFICATION Total:		189,746.00	191,555.00	8,064.30	81,974.53	4,570.94	105,009.53	45.18%
Department: 550 - PARKS AND RECREATION								
Category: 40 - Personnel Services								
001-550-420-0000	SALARIES	743,057.00	743,057.00	52,023.70	405,795.35	0.00	337,261.65	54.61 %
001-550-420-0003	SALARIES - INSTRUCTORS	30,000.00	30,000.00	2,316.00	22,191.00	0.00	7,809.00	73.97 %
001-550-422-0000	PARKS PART TIME	165,000.00	165,000.00	9,072.50	71,904.40	0.00	93,095.60	43.58 %
001-550-430-0402	OVERTIME PAY	15,000.00	15,000.00	2,045.74	14,232.55	0.00	767.45	94.88 %
001-550-432-0000	PERSONAL (TERMINAL) PAY	0.00	0.00	861.99	1,593.50	0.00	-1,593.50	0.00 %
001-550-460-0000	STATE RETIREMENT-CITY'S SHARE	139,208.00	139,208.00	10,120.89	77,737.12	0.00	61,470.88	55.84 %
001-550-470-0000	FICA TAXES - CITY'S SHARE	72,909.00	72,909.00	4,998.53	38,804.15	0.00	34,104.85	53.22 %
001-550-480-0000	EMPLOYEE GROUP INSURANCE	130,778.00	130,778.00	8,759.72	68,645.64	0.00	62,132.36	52.49 %
001-550-491-0000	WORKERS' COMPENSATION	33,176.00	0.00	0.00	0.00	0.00	0.00	0.00 %
001-550-499-0000	TEMP AGENCY EXPENSE	0.00	0.00	0.00	10,200.75	0.00	-10,200.75	0.00 %
Category: 40 - Personnel Services Total:		1,329,128.00	1,295,952.00	90,199.07	711,104.46	0.00	584,847.54	54.87%
Category: 50 - Supplies								
001-550-500-0000	OFFICE SUPPLIES	2,000.00	2,000.00	160.45	833.29	71.80	1,094.91	45.25 %
001-550-501-0000	OFFICE FURNITURE & EQUIPMENT	0.00	0.00	129.99	129.99	0.00	-129.99	0.00 %
001-550-510-0000	CLEANING & JANITORIAL SUPPLIES	24,000.00	24,000.00	935.99	13,269.22	3,510.64	7,220.14	69.92 %
001-550-525-0000	GAS AND OIL	2,500.00	2,500.00	0.00	642.44	333.12	1,524.44	39.02 %
001-550-535-0531	UNIFORMS	7,000.00	14,000.00	3,835.68	9,329.13	1,378.60	3,292.27	76.48 %
001-550-540-0000	Recreational Activity Supplies	500.00	500.00	0.00	0.00	0.00	500.00	0.00 %
001-550-540-0540	AFTER SCHOOL SUMMER CAMP SUPPL	28,000.00	28,000.00	1,123.35	11,046.00	8,668.29	8,285.71	70.41 %
001-550-540-0541	ATHLETIC SUPPLIES	46,000.00	46,000.00	6,208.20	30,346.11	4,050.23	11,603.66	74.77 %
001-550-540-0542	POTTERY SUPPLIES	12,000.00	12,000.00	746.00	3,676.22	857.00	7,466.78	37.78 %
001-550-543-0000	CHEMICALS	35,000.00	35,000.00	1,155.82	5,426.32	10,173.51	19,400.17	44.57 %
001-550-548-0000	SMALL TOOLS & EQUIPMENT	14,000.00	14,000.00	1,453.80	5,242.20	635.33	8,122.47	41.98 %
001-550-549-0543	SPECIAL EVENT SUPPLIES	6,000.00	6,000.00	0.00	5,176.55	0.00	823.45	86.28 %
001-550-560-0000	MATERIALS & SUPPLIES	35,000.00	35,000.00	2,662.14	23,692.60	9,154.11	2,153.29	93.85 %
001-550-563-0000	REPAIR PARTS & SUPPLIES	3,500.00	20,500.00	2,498.64	13,152.39	2,908.85	4,438.76	78.35 %
001-550-570-0000	TIRES AND TUBES	4,500.00	4,500.00	265.24	2,828.88	468.18	1,202.94	73.27 %

Budget Report

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		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Percent Used
001-550-575-0000	VEHICLE REPAIR PARTS & SUPPLIE	14,000.00	14,000.00	1,692.12	3,037.92	326.33	10,635.75	24.03 %
001-550-585-0000	EQUIPMENT PARTS & SUPPLIES	17,000.00	0.00	190.26	190.26	0.00	-190.26	0.00 %
Category: 50 - Supplies Total:		251,000.00	258,000.00	23,057.68	128,019.52	42,535.99	87,444.49	66.11%
Category: 60 - Contractual Services								
001-550-600-0600	CONTRACTUAL SERVICES	0.00	7,238.00	1,582.00	5,044.00	210.00	1,984.00	72.59 %
001-550-602-0000	COMPUTER SOFTWARE & SUPPORT	2,300.00	2,300.00	0.00	0.00	0.00	2,300.00	0.00 %
001-550-605-0607	TRAVEL/TRAINING/SEMINARS	2,500.00	2,500.00	100.00	660.00	0.00	1,840.00	26.40 %
001-550-611-0000	TELEPHONE	2,000.00	2,000.00	160.03	953.70	0.00	1,046.30	47.69 %
001-550-613-0000	INTERNET SERVICE - SPARKLIGHT	1,620.00	1,620.00	135.56	948.92	0.00	671.08	58.58 %
001-550-625-0000	UTILITIES	165,000.00	165,000.00	15,383.41	102,283.13	0.00	62,716.87	61.99 %
001-550-630-0000	GENERAL REPAIRS & MAINTENANCE	55,000.00	55,000.00	5,602.66	31,024.47	6,199.03	17,776.50	67.68 %
001-550-635-0000	RENTALS	3,500.00	3,500.00	0.00	0.00	0.00	3,500.00	0.00 %
001-550-686-0000	DUES/MEMBERSHIPS/SUBSCRIPTIONS	1,200.00	1,200.00	0.00	0.00	375.00	825.00	31.25 %
001-550-688-0000	SPECIAL SERVICES	38,000.00	38,000.00	4,926.00	25,881.50	0.00	12,118.50	68.11 %
001-550-690-0000	SUMMER CAMP FIELD TRIPS	36,000.00	36,000.00	0.00	0.00	0.00	36,000.00	0.00 %
Category: 60 - Contractual Services Total:		307,120.00	314,358.00	27,889.66	166,795.72	6,784.03	140,778.25	55.22%
Category: 90 - Capital Outlay								
001-550-901-0914	IMPROVEMENTS OTHER THAN BLDGS	14,000.00	14,000.00	0.00	0.00	0.00	14,000.00	0.00 %
001-550-901-0915	IMPROVEMENTS TO BUILDING	32,000.00	32,000.00	27,200.00	27,200.00	0.00	4,800.00	85.00 %
001-550-908-0000	PARK IMPROVEMENTS-MISC	22,000.00	22,000.00	4,800.00	7,248.10	4,501.32	10,250.58	53.41 %
001-550-911-0000	CONSTRUCTION COST	12,000.00	12,000.00	6,244.85	6,244.85	31,476.23	-25,721.08	314.34 %
001-550-916-0000	MACHINERY & EQUIPMENT	24,000.00	35,000.00	0.00	26,037.81	8,885.44	76.75	99.78 %
Category: 90 - Capital Outlay Total:		104,000.00	115,000.00	38,244.85	66,730.76	44,862.99	3,406.25	97.04%
Department: 550 - PARKS AND RECREATION Total:		1,991,248.00	1,983,310.00	179,391.26	1,072,650.46	94,183.01	816,476.53	58.83%
Department: 552 - RYAN YOUTH CENTER								
Category: 60 - Contractual Services								
001-552-630-0000	GENERAL REPAIRS & MAINTENANCE	3,000.00	3,000.00	0.00	0.00	0.00	3,000.00	0.00 %
Category: 60 - Contractual Services Total:		3,000.00	3,000.00	0.00	0.00	0.00	3,000.00	0.00%
Department: 552 - RYAN YOUTH CENTER Total:		3,000.00	3,000.00	0.00	0.00	0.00	3,000.00	0.00%
Department: 999 - TRANSFER TO OTHER FUNDS								
Category: 95 - Transfers Out								
001-999-950-0953	Transfer Out	0.00	0.00	0.00	275,438.63	0.00	-275,438.63	0.00 %
001-999-950-0954	Transfer Out	0.00	285,250.00	0.00	285,250.00	0.00	0.00	100.00 %
Category: 95 - Transfers Out Total:		0.00	285,250.00	0.00	560,688.63	0.00	-275,438.63	196.56%
Department: 999 - TRANSFER TO OTHER FUNDS Total:		0.00	285,250.00	0.00	560,688.63	0.00	-275,438.63	196.56%
Total Revenues		16,704,155.78	16,704,155.78	729,978.90	10,990,455.54	0.00	-5,713,700.24	65.79%
Total Expenses		16,703,550.00	17,642,992.41	1,176,251.86	9,448,402.82	1,072,497.75	7,122,091.84	59.63%
Fund: 001 - GENERAL Surplus (Deficit):		605.78	-938,836.63	-446,272.96	1,542,052.72	-1,072,497.75	1,408,391.60	-50.01%

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		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Percent Used
Fund: 002 - JACKSON CO. ROAD/ DRAINAGE FUND								
Department: 001 - GENERAL								
Category: 23 - Intergovernmental Revenues								
002-001-275-0000	JACKSON COUNTY BOS REVENUE	0.00	0.00	0.00	15,392.40	0.00	15,392.40	0.00 %
Category: 23 - Intergovernmental Revenues Total:		0.00	0.00	0.00	15,392.40	0.00	15,392.40	0.00%
Department: 001 - GENERAL Total:		0.00	0.00	0.00	15,392.40	0.00	15,392.40	0.00%
Department: 301 - STREET DEPARTMENT								
Category: 50 - Supplies								
002-301-566-0000	SIGNS AND SIGN MATERIAL	0.00	0.00	15,392.40	15,392.40	0.00	-15,392.40	0.00 %
Category: 50 - Supplies Total:		0.00	0.00	15,392.40	15,392.40	0.00	-15,392.40	0.00%
Department: 301 - STREET DEPARTMENT Total:		0.00	0.00	15,392.40	15,392.40	0.00	-15,392.40	0.00%
Total Revenues		0.00	0.00	0.00	15,392.40	0.00	15,392.40	0.00%
Total Expenses		0.00	0.00	15,392.40	15,392.40	0.00	-15,392.40	0.00%
Fund: 002 - JACKSON CO. ROAD/ DRAINAGE FUND Surplus (Deficit):		0.00	0.00	-15,392.40	0.00	0.00	0.00	0.00%
Fund: 003 - CREDIT CARD FEES								
Department: 001 - GENERAL								
Category: 34 - Miscellaneous								
003-001-340-0000	INTEREST EARNED	0.00	0.00	0.00	60.43	0.00	60.43	0.00 %
Category: 34 - Miscellaneous Total:		0.00	0.00	0.00	60.43	0.00	60.43	0.00%
Category: 60 - Contractual Services								
003-001-684-0000	CREDIT CARD TRANSACTION FEES	0.00	0.00	0.00	1,681.58	0.00	-1,681.58	0.00 %
Category: 60 - Contractual Services Total:		0.00	0.00	0.00	1,681.58	0.00	-1,681.58	0.00%
Department: 001 - GENERAL Surplus (Deficit):		0.00	0.00	0.00	-1,621.15	0.00	-1,621.15	0.00%
Total Revenues		0.00	0.00	0.00	60.43	0.00	60.43	0.00%
Total Expenses		0.00	0.00	0.00	1,681.58	0.00	-1,681.58	0.00%
Fund: 003 - CREDIT CARD FEES Surplus (Deficit):		0.00	0.00	0.00	-1,621.15	0.00	-1,621.15	0.00%
Fund: 004 - INSURANCE DIVERSION FUNDS								
Department: 001 - GENERAL								
Category: 33 - Fines and Forfeits								
004-001-331-0000	INSURANCE DIVERSION REVENUE	0.00	0.00	15,862.50	170,965.00	0.00	170,965.00	0.00 %
Category: 33 - Fines and Forfeits Total:		0.00	0.00	15,862.50	170,965.00	0.00	170,965.00	0.00%

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		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Percent Used
Category: 38 - Transfers and Non Revenue Receipts								
004-001-380-0383	TRANSFER FROM GENERAL FUND	0.00	0.00	0.00	275,438.63	0.00	275,438.63	0.00 %
	Category: 38 - Transfers and Non Revenue Receipts Total:	0.00	0.00	0.00	275,438.63	0.00	275,438.63	0.00%
	Department: 001 - GENERAL Total:	0.00	0.00	15,862.50	446,403.63	0.00	446,403.63	0.00%
	Total Revenues	0.00	0.00	15,862.50	446,403.63	0.00	446,403.63	0.00%
	Total Expenses	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
	Fund: 004 - INSURANCE DIVERSION FUNDS Total:	0.00	0.00	15,862.50	446,403.63	0.00	446,403.63	0.00%
Fund: 005 - PUBLIC WORKS FACILITY								
Department: 001 - GENERAL								
Category: 38 - Transfers and Non Revenue Receipts								
005-001-380-0383	TRANSFER FROM OTHER FUNDS	0.00	570,500.00	0.00	570,500.00	0.00	0.00	100.00 %
	Category: 38 - Transfers and Non Revenue Receipts Total:	0.00	570,500.00	0.00	570,500.00	0.00	0.00	100.00%
	Department: 001 - GENERAL Total:	0.00	570,500.00	0.00	570,500.00	0.00	0.00	100.00%
Department: 300 - PUBLIC WORKS ADMINISTRATION								
Category: 90 - Capital Outlay								
005-300-901-0000	LAND ACQUISITION - 2850 BIENVILLE BLVD	0.00	0.00	0.00	570,500.00	0.00	-570,500.00	0.00 %
	Category: 90 - Capital Outlay Total:	0.00	0.00	0.00	570,500.00	0.00	-570,500.00	0.00%
	Department: 300 - PUBLIC WORKS ADMINISTRATION Total:	0.00	0.00	0.00	570,500.00	0.00	-570,500.00	0.00%
	Total Revenues	0.00	570,500.00	0.00	570,500.00	0.00	0.00	100.00%
	Total Expenses	0.00	0.00	0.00	570,500.00	0.00	-570,500.00	0.00%
	Fund: 005 - PUBLIC WORKS FACILITY Surplus (Deficit):	0.00	570,500.00	0.00	0.00	0.00	-570,500.00	0.00%
Fund: 006 - MS VIETNAM MEMORIAL FUND								
Department: 001 - GENERAL								
Category: 34 - Miscellaneous								
006-001-321-0000	MS VIETNAM MEMORIAL DONATIONS	0.00	0.00	0.00	1,000.00	0.00	1,000.00	0.00 %
	Category: 34 - Miscellaneous Total:	0.00	0.00	0.00	1,000.00	0.00	1,000.00	0.00%
	Department: 001 - GENERAL Total:	0.00	0.00	0.00	1,000.00	0.00	1,000.00	0.00%
Department: 120 - EXECUTIVE MAYOR								
Category: 50 - Supplies								
006-120-560-0000	MATERIALS AND SUPPLIES	0.00	0.00	0.00	206.77	0.00	-206.77	0.00 %
	Category: 50 - Supplies Total:	0.00	0.00	0.00	206.77	0.00	-206.77	0.00%
	Department: 120 - EXECUTIVE MAYOR Total:	0.00	0.00	0.00	206.77	0.00	-206.77	0.00%
	Total Revenues	0.00	0.00	0.00	1,000.00	0.00	1,000.00	0.00%
	Total Expenses	0.00	0.00	0.00	206.77	0.00	-206.77	0.00%
	Fund: 006 - MS VIETNAM MEMORIAL FUND Surplus (Deficit):	0.00	0.00	0.00	793.23	0.00	793.23	0.00%

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		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Percent Used
Fund: 007 - TOURISM FUND								
Department: 001 - GENERAL								
Category: 21 - Other Taxes								
007-001-217-0000	HOTEL TAX	66,000.00	66,000.00	6,419.02	44,200.11	0.00	-21,799.89	66.97 %
	Category: 21 - Other Taxes Total:	66,000.00	66,000.00	6,419.02	44,200.11	0.00	-21,799.89	66.97%
	Department: 001 - GENERAL Total:	66,000.00	66,000.00	6,419.02	44,200.11	0.00	-21,799.89	66.97%
Department: 140 - SUPERVISION & FINANCE								
Category: 50 - Supplies								
007-140-560-0000	DOWNTOWN DECORATIONS	0.00	56,000.00	2,560.98	36,810.64	80.00	19,109.36	65.88 %
	Category: 50 - Supplies Total:	0.00	56,000.00	2,560.98	36,810.64	80.00	19,109.36	65.88%
	Department: 140 - SUPERVISION & FINANCE Total:	0.00	56,000.00	2,560.98	36,810.64	80.00	19,109.36	65.88%
Department: 650 - ECONOMIC DEVELOPMENT & ASSISTC								
Category: 60 - Contractual Services								
007-650-600-0000	CITY WEBSITE	4,600.00	21,579.00	1,050.00	12,737.10	0.00	8,841.90	59.03 %
007-650-600-0001	MARY C WEBSITE	4,000.00	4,000.00	0.00	1,970.40	0.00	2,029.60	49.26 %
	Category: 60 - Contractual Services Total:	8,600.00	25,579.00	1,050.00	14,707.50	0.00	10,871.50	57.50%
Category: 70 - Grants, Subsidies, & Allocations								
007-650-700-0000	CHAMBER OF COMMERCE	30,000.00	30,000.00	0.00	30,000.00	0.00	0.00	100.00 %
007-650-704-0000	TOURISM BEAUTIFICATION	0.00	4,185.00	0.00	5,125.60	0.00	-940.60	122.48 %
	Category: 70 - Grants, Subsidies, & Allocations Total:	30,000.00	34,185.00	0.00	35,125.60	0.00	-940.60	102.75%
	Department: 650 - ECONOMIC DEVELOPMENT & ASSISTC Total:	38,600.00	59,764.00	1,050.00	49,833.10	0.00	9,930.90	83.38%
	Total Revenues	66,000.00	66,000.00	6,419.02	44,200.11	0.00	-21,799.89	66.97%
	Total Expenses	38,600.00	115,764.00	3,610.98	86,643.74	80.00	29,040.26	74.91%
	Fund: 007 - TOURISM FUND Surplus (Deficit):	27,400.00	-49,764.00	2,808.04	-42,443.63	-80.00	7,240.37	85.45%
Fund: 008 - FOOD AND BEVERAGE TAX 2%								
Department: 001 - GENERAL								
Category: 21 - Other Taxes								
008-001-214-0000	FOOD AND BEV TAX REVENUE	1,600,000.00	1,600,000.00	176,141.96	1,181,343.24	0.00	-418,656.76	73.83 %
	Category: 21 - Other Taxes Total:	1,600,000.00	1,600,000.00	176,141.96	1,181,343.24	0.00	-418,656.76	73.83%
Category: 35 - Miscellaneous								
008-001-359-0000	OTHER INCOME	0.00	0.00	0.00	901.25	0.00	901.25	0.00 %
	Category: 35 - Miscellaneous Total:	0.00	0.00	0.00	901.25	0.00	901.25	0.00%
Category: 38 - Transfers and Non Revenue Receipts								
008-001-385-0000	WORKING CASH	950,000.00	950,000.00	0.00	0.00	0.00	-950,000.00	0.00 %
	Category: 38 - Transfers and Non Revenue Receipts Total:	950,000.00	950,000.00	0.00	0.00	0.00	-950,000.00	0.00%
	Department: 001 - GENERAL Total:	2,550,000.00	2,550,000.00	176,141.96	1,182,244.49	0.00	-1,367,755.51	46.36%

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Department: 255 - PUBLIC SAFETY CENTER								
Category: 90 - Capital Outlay								
008-255-911-0000	CONSTRUCTION COST	21,000.00	21,000.00	0.00	0.00	0.00	21,000.00	0.00 %
008-255-916-0000	MACHINERY & EQUIPMENT	110,000.00	258,750.00	0.00	108,564.37	12,584.00	137,601.63	46.82 %
Category: 90 - Capital Outlay Total:		131,000.00	279,750.00	0.00	108,564.37	12,584.00	158,601.63	43.31%
Department: 255 - PUBLIC SAFETY CENTER Total:		131,000.00	279,750.00	0.00	108,564.37	12,584.00	158,601.63	43.31%
Department: 260 - FIRE DEPARTMENT								
Category: 90 - Capital Outlay								
008-260-916-0000	MACHINERY & EQUIPMENT	300,000.00	369,792.36	0.00	37,630.94	32,161.42	300,000.00	18.87 %
Category: 90 - Capital Outlay Total:		300,000.00	369,792.36	0.00	37,630.94	32,161.42	300,000.00	18.87%
Department: 260 - FIRE DEPARTMENT Total:		300,000.00	369,792.36	0.00	37,630.94	32,161.42	300,000.00	18.87%
Department: 550 - PARKS AND RECREATION								
Category: 60 - Contractual Services								
008-550-603-0001	ALICE ST LIGHT LEASE	13,920.00	13,920.00	1,160.00	8,120.00	0.00	5,800.00	58.33 %
008-550-603-0002	MUSCO HWY 57 LIGHT LEASE	157,826.00	157,826.00	0.00	78,912.83	0.00	78,913.17	50.00 %
008-550-603-0003	FREEDOM FIELD LIGHT LEASE	47,640.00	47,640.00	3,970.00	27,790.00	0.00	19,850.00	58.33 %
008-550-603-0004	BEACH WALKWAY/STREET LIGHT LEASE	14,400.00	14,400.00	1,170.00	8,190.00	0.00	6,210.00	56.88 %
Category: 60 - Contractual Services Total:		233,786.00	233,786.00	6,300.00	123,012.83	0.00	110,773.17	52.62%
Category: 70 - Grants, Subsidies, & Allocations								
008-550-703-0000	CITY MATCH FOR GRANTS	125,000.00	125,000.00	0.00	0.00	0.00	125,000.00	0.00 %
Category: 70 - Grants, Subsidies, & Allocations Total:		125,000.00	125,000.00	0.00	0.00	0.00	125,000.00	0.00%
Category: 90 - Capital Outlay								
008-550-911-0915	TENNIS COURTS	0.00	4,990.00	0.00	4,990.00	0.00	0.00	100.00 %
008-550-911-0920	SPORTS COMPLEX - HWY 57	100,000.00	128,172.48	28,172.48	42,807.48	0.00	85,365.00	33.40 %
008-550-911-0924	GAY LEMON	350,000.00	350,000.00	0.00	27,950.00	7,968.00	314,082.00	10.26 %
008-550-911-0925	MLK PARK	5,000.00	10,000.00	5,235.62	8,110.48	57.77	1,831.75	81.68 %
008-550-911-0928	FT MAUREPAS	6,000.00	6,000.00	0.00	934.02	0.00	5,065.98	15.57 %
008-550-911-0930	MARSHALL PARK	25,000.00	25,000.00	0.00	6,701.68	0.00	18,298.32	26.81 %
008-550-916-0000	MISC PARK EQUIPMENT	50,000.00	50,000.00	0.00	0.00	4,009.83	45,990.17	8.02 %
Category: 90 - Capital Outlay Total:		536,000.00	574,162.48	33,408.10	91,493.66	12,035.60	470,633.22	18.03%
Department: 550 - PARKS AND RECREATION Total:		894,786.00	932,948.48	39,708.10	214,506.49	12,035.60	706,406.39	24.28%
Department: 553 - BEACHES								
Category: 90 - Capital Outlay								
008-553-901-0914	BEACH IMPROVEMENTS OTHER THAN BLDGS	10,000.00	10,000.00	0.00	0.00	0.00	10,000.00	0.00 %
Category: 90 - Capital Outlay Total:		10,000.00	10,000.00	0.00	0.00	0.00	10,000.00	0.00%
Department: 553 - BEACHES Total:		10,000.00	10,000.00	0.00	0.00	0.00	10,000.00	0.00%

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		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Percent Used
Department: 554 - MARY C O'KEEFE CENTER								
Category: 90 - Capital Outlay								
008-554-901-0914	IMPROVEMENTS OTHER THAN BUILDINGS - MARY C	15,000.00	15,000.00	4,806.71	4,806.71	0.00	10,193.29	32.04 %
Category: 90 - Capital Outlay Total:		15,000.00	15,000.00	4,806.71	4,806.71	0.00	10,193.29	32.04%
Department: 554 - MARY C O'KEEFE CENTER Total:		15,000.00	15,000.00	4,806.71	4,806.71	0.00	10,193.29	32.04%
Department: 557 - OS DOG PARK								
Category: 90 - Capital Outlay								
008-557-911-0000	CONSTRUCTION COST	3,800.00	3,800.00	0.00	0.00	0.00	3,800.00	0.00 %
Category: 90 - Capital Outlay Total:		3,800.00	3,800.00	0.00	0.00	0.00	3,800.00	0.00%
Department: 557 - OS DOG PARK Total:		3,800.00	3,800.00	0.00	0.00	0.00	3,800.00	0.00%
Department: 650 - ECONOMIC DEVELOPMENT & ASSISTC								
Category: 60 - Contractual Services								
008-650-600-0600	CONTRACTUAL SERVICES	52,000.00	52,000.00	0.00	40,000.00	0.00	12,000.00	76.92 %
Category: 60 - Contractual Services Total:		52,000.00	52,000.00	0.00	40,000.00	0.00	12,000.00	76.92%
Category: 90 - Capital Outlay								
008-650-901-0000	DOWNTOWN IMPROVEMENTS	40,000.00	45,000.00	19,511.66	34,529.43	6,175.41	4,295.16	90.46 %
Category: 90 - Capital Outlay Total:		40,000.00	45,000.00	19,511.66	34,529.43	6,175.41	4,295.16	90.46%
Department: 650 - ECONOMIC DEVELOPMENT & ASSISTC Total:		92,000.00	97,000.00	19,511.66	74,529.43	6,175.41	16,295.16	83.20%
Department: 800 - DEBT SERVICE								
Category: 80 - Debt Service								
008-800-810-0000	INTEREST - 2021 G/O REFUNDING	132,145.00	132,145.00	0.00	66,072.50	0.00	66,072.50	50.00 %
008-800-820-0000	PRINCIPAL - 2021 G/O REFUNDING	521,000.00	521,000.00	0.00	0.00	0.00	521,000.00	0.00 %
008-800-840-0000	PAYING AGENT FEES	2,500.00	2,500.00	0.00	800.00	0.00	1,700.00	32.00 %
Category: 80 - Debt Service Total:		655,645.00	655,645.00	0.00	66,872.50	0.00	588,772.50	10.20%
Department: 800 - DEBT SERVICE Total:		655,645.00	655,645.00	0.00	66,872.50	0.00	588,772.50	10.20%
Department: 999 - TRANSFER TO OTHER FUNDS								
Category: 95 - Transfers Out								
008-999-950-0000	TRANSFER TO GENERAL FUND	35,000.00	35,000.00	0.00	35,000.00	0.00	0.00	100.00 %
008-999-950-0001	TRANSFER TO FESTIVAL FUND	51,300.00	71,950.00	0.00	51,300.00	0.00	20,650.00	71.30 %
008-999-950-0002	TRANSFER TO ENTERPRISE FUND	20,000.00	20,000.00	0.00	20,000.00	0.00	0.00	100.00 %
Category: 95 - Transfers Out Total:		106,300.00	126,950.00	0.00	106,300.00	0.00	20,650.00	83.73%
Department: 999 - TRANSFER TO OTHER FUNDS Total:		106,300.00	126,950.00	0.00	106,300.00	0.00	20,650.00	83.73%
Total Revenues		2,550,000.00	2,550,000.00	176,141.96	1,182,244.49	0.00	-1,367,755.51	46.36%
Total Expenses		2,208,531.00	2,490,885.84	64,026.47	613,210.44	62,956.43	1,814,718.97	27.15%
Fund: 008 - FOOD AND BEVERAGE TAX 2% Surplus (Deficit):		341,469.00	59,114.16	112,115.49	569,034.05	-62,956.43	446,963.46	856.10%

Budget Report

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		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Percent Used
Fund: 010 - FESTIVALS								
Department: 001 - GENERAL								
Category: 23 - Intergovernmental Revenues								
010-001-275-0000	GRANT - MDA TOURISM (CRUISIN)	0.00	0.00	0.00	4,000.00	0.00	4,000.00	0.00 %
Category: 23 - Intergovernmental Revenues Total:		0.00	0.00	0.00	4,000.00	0.00	4,000.00	0.00%
Category: 34 - Miscellaneous								
010-001-344-0000	BOILIN' ON THE BEACH	0.00	0.00	3,256.02	3,256.02	-936.95	2,319.07	0.00 %
Category: 34 - Miscellaneous Total:		0.00	0.00	3,256.02	3,256.02	-936.95	2,319.07	0.00%
Category: 35 - Miscellaneous								
010-001-352-0000	JACKSON COUNTY BOS REVENUE	10,000.00	10,000.00	0.00	0.00	0.00	-10,000.00	0.00 %
010-001-359-0000	Other Income	0.00	0.00	0.00	100.00	0.00	100.00	0.00 %
010-001-359-0001	DONATIONS - CRUISIN' THE COAST	5,000.00	5,000.00	0.00	3,100.00	0.00	-1,900.00	62.00 %
Category: 35 - Miscellaneous Total:		15,000.00	15,000.00	0.00	3,200.00	0.00	-11,800.00	21.33%
Category: 38 - Transfers and Non Revenue Receipts								
010-001-380-0000	Transfer In	51,300.00	71,950.00	0.00	51,300.00	0.00	-20,650.00	71.30 %
Category: 38 - Transfers and Non Revenue Receipts Total:		51,300.00	71,950.00	0.00	51,300.00	0.00	-20,650.00	71.30%
Department: 001 - GENERAL Total:		66,300.00	86,950.00	3,256.02	61,756.02	-936.95	-26,130.93	69.95%
Department: 140 - SUPERVISION & FINANCE								
Category: 50 - Supplies								
010-140-566-0000	FESTIVAL SIGNS AND MATERIALS	1,000.00	2,000.00	0.00	1,495.72	0.00	504.28	74.79 %
Category: 50 - Supplies Total:		1,000.00	2,000.00	0.00	1,495.72	0.00	504.28	74.79%
Category: 60 - Contractual Services								
010-140-600-0600	CONTRACTUAL SERVICES	5,000.00	5,000.00	416.67	2,916.69	0.00	2,083.31	58.33 %
Category: 60 - Contractual Services Total:		5,000.00	5,000.00	416.67	2,916.69	0.00	2,083.31	58.33%
Category: 70 - Grants, Subsidies, & Allocations								
010-140-703-0000	MISC PROMOTIONS	0.00	0.00	0.00	-1,549.00	0.00	1,549.00	0.00 %
010-140-703-0001	CRUISIN' THE COAST	28,000.00	31,000.00	0.00	21,500.00	0.00	9,500.00	69.35 %
010-140-703-0002	HALLOWEEN	6,000.00	6,000.00	0.00	5,592.98	469.94	-62.92	101.05 %
010-140-703-0003	PETER ANDERSON	400.00	400.00	0.00	0.00	0.00	400.00	0.00 %
010-140-703-0004	CHRISTMAS	7,000.00	9,650.00	0.00	9,582.01	42.73	25.26	99.74 %
010-140-703-0005	1699 EVENT	1,000.00	1,000.00	0.00	0.00	0.00	1,000.00	0.00 %
010-140-703-0006	FIREWORKS	15,000.00	15,000.00	0.00	0.00	0.00	15,000.00	0.00 %
010-140-703-0007	CEMETERY TOUR - MARY C	1,400.00	1,400.00	0.00	1,045.80	0.00	354.20	74.70 %
010-140-703-0008	EASTER - MARY C	1,500.00	1,500.00	744.91	744.91	1,340.60	-585.51	139.03 %
010-140-703-0009	FRIDAYS AT THE FORT	0.00	10,000.00	0.00	0.00	0.00	10,000.00	0.00 %

Budget Report

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		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Percent Used
010-140-703-0010	BOILING ON THE BEACH	0.00	5,000.00	0.00	0.00	0.00	5,000.00	0.00 %
	Category: 70 - Grants, Subsidies, & Allocations Total:	60,300.00	80,950.00	744.91	36,916.70	1,853.27	42,180.03	47.89%
	Department: 140 - SUPERVISION & FINANCE Total:	66,300.00	87,950.00	1,161.58	41,329.11	1,853.27	44,767.62	49.10%
	Total Revenues	66,300.00	86,950.00	3,256.02	61,756.02	-936.95	-26,130.93	69.95%
	Total Expenses	66,300.00	87,950.00	1,161.58	41,329.11	1,853.27	44,767.62	49.10%
	Fund: 010 - FESTIVALS Surplus (Deficit):	0.00	-1,000.00	2,094.44	20,426.91	-2,790.22	18,636.69	-1,763.67%
Fund: 020 - KEEP OS BEAUTIFUL								
	Department: 121 - KEEP OS BEAUTIFUL							
	Category: 50 - Supplies							
040-121-511-0000	SUPPLIES	0.00	0.00	0.00	71.14	0.00	-71.14	0.00 %
	Category: 50 - Supplies Total:	0.00	0.00	0.00	71.14	0.00	-71.14	0.00%
	Department: 121 - KEEP OS BEAUTIFUL Total:	0.00	0.00	0.00	71.14	0.00	-71.14	0.00%
	Total Revenues	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
	Total Expenses	0.00	0.00	0.00	71.14	0.00	-71.14	0.00%
	Fund: 020 - KEEP OS BEAUTIFUL Total:	0.00	0.00	0.00	71.14	0.00	-71.14	0.00%
Fund: 040 - BELLANDE/EVERGREEN CEMETERIES								
	Department: 001 - GENERAL							
	Category: 34 - Miscellaneous							
040-001-345-0000	CEMETERY SALES	45,000.00	45,000.00	3,000.00	10,605.00	0.00	-34,395.00	23.57 %
	Category: 34 - Miscellaneous Total:	45,000.00	45,000.00	3,000.00	10,605.00	0.00	-34,395.00	23.57%
	Department: 001 - GENERAL Total:	45,000.00	45,000.00	3,000.00	10,605.00	0.00	-34,395.00	23.57%
	Department: 140 - SUPERVISION & FINANCE							
	Category: 60 - Contractual Services							
040-140-616-0000	LEGAL DOCUMENT FILING	700.00	700.00	52.00	626.50	0.00	73.50	89.50 %
040-140-630-0000	GENERAL REPAIRS & MAINTENANCE	5,000.00	5,000.00	0.00	80.00	0.00	4,920.00	1.60 %
	Category: 60 - Contractual Services Total:	5,700.00	5,700.00	52.00	706.50	0.00	4,993.50	12.39%
	Department: 140 - SUPERVISION & FINANCE Total:	5,700.00	5,700.00	52.00	706.50	0.00	4,993.50	12.39%
	Total Revenues	45,000.00	45,000.00	3,000.00	10,605.00	0.00	-34,395.00	23.57%
	Total Expenses	5,700.00	5,700.00	52.00	706.50	0.00	4,993.50	12.39%
	Fund: 040 - BELLANDE/EVERGREEN CEMETERIES Surplus (Deficit):	39,300.00	39,300.00	2,948.00	9,898.50	0.00	-29,401.50	25.19%

Budget Report

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		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Percent Used
Fund: 100 - MODERNIZATION USE TAX								
Department: 001 - GENERAL								
Category: 23 - Intergovernmental Revenues								
100-001-260-0000	MODERNIZATION USE TAX	0.00	0.00	0.00	784,692.20	0.00	784,692.20	0.00 %
Category: 23 - Intergovernmental Revenues Total:		0.00	0.00	0.00	784,692.20	0.00	784,692.20	0.00%
Department: 001 - GENERAL Total:		0.00	0.00	0.00	784,692.20	0.00	784,692.20	0.00%
Department: 301 - STREET DEPARTMENT								
Category: 60 - Contractual Services								
100-301-630-0000	REPAIRS & MAINT - ROADS/STREETS/BRIDGES	0.00	0.00	23,026.00	322,863.80	0.00	-322,863.80	0.00 %
Category: 60 - Contractual Services Total:		0.00	0.00	23,026.00	322,863.80	0.00	-322,863.80	0.00%
Department: 301 - STREET DEPARTMENT Total:		0.00	0.00	23,026.00	322,863.80	0.00	-322,863.80	0.00%
Total Revenues		0.00	0.00	0.00	784,692.20	0.00	784,692.20	0.00%
Total Expenses		0.00	0.00	23,026.00	322,863.80	0.00	-322,863.80	0.00%
Fund: 100 - MODERNIZATION USE TAX Surplus (Deficit):		0.00	0.00	-23,026.00	461,828.40	0.00	461,828.40	0.00%
Fund: 101 - LIBRARY								
Department: 001 - GENERAL								
Category: 20 - Taxes								
101-001-200-0000	REAL TAXES	191,073.00	191,073.00	4,078.19	159,897.72	0.00	-31,175.28	83.68 %
101-001-201-0000	AUTOMOBILE TAXES	11,511.00	11,511.00	3,250.22	19,168.66	0.00	7,657.66	166.52 %
101-001-202-0000	PERSONAL PROPERTY TAXES	27,625.00	27,625.00	-299.86	27,450.71	0.00	-174.29	99.37 %
101-001-203-0000	PRIOR YEARS TAXES - REAL	0.00	0.00	10.83	19.08	0.00	19.08	0.00 %
101-001-204-0000	PRIOR YEARS TAXES - AUTOMOBILE	0.00	0.00	54.44	332.93	0.00	332.93	0.00 %
101-001-205-0000	PRIOR YEARS TAXES - PERSONAL	0.00	0.00	19.86	150.02	0.00	150.02	0.00 %
Category: 20 - Taxes Total:		230,209.00	230,209.00	7,113.68	207,019.12	0.00	-23,189.88	89.93%
Department: 001 - GENERAL Total:		230,209.00	230,209.00	7,113.68	207,019.12	0.00	-23,189.88	89.93%
Department: 510 - JACKSON-GEORGE REGIONL LIBRARY								
Category: 60 - Contractual Services								
101-510-612-0000	TELEPHONE	780.00	780.00	0.00	0.00	0.00	780.00	0.00 %
101-510-620-0620	BUILDING INSURANCE	50,254.00	50,254.00	0.00	5,684.25	0.00	44,569.75	11.31 %
101-510-630-0000	GENERAL REPAIRS & MAINTENANCE	20,000.00	20,000.00	0.00	5,431.98	150.00	14,418.02	27.91 %
101-510-640-0000	AID TO OTHER GOVERNMENTS	150,600.00	150,600.00	12,550.00	87,850.00	0.00	62,750.00	58.33 %
Category: 60 - Contractual Services Total:		221,634.00	221,634.00	12,550.00	98,966.23	150.00	122,517.77	44.72%

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		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Percent Used
Category: 90 - Capital Outlay								
101-510-901-0915	IMPROVEMENTS TO BUILDING	8,000.00	8,000.00	0.00	0.00	0.00	8,000.00	0.00 %
	Category: 90 - Capital Outlay Total:	8,000.00	8,000.00	0.00	0.00	0.00	8,000.00	0.00%
	Department: 510 - JACKSON-GEORGE REGIONL LIBRARY Total:	229,634.00	229,634.00	12,550.00	98,966.23	150.00	130,517.77	43.16%
	Total Revenues	230,209.00	230,209.00	7,113.68	207,019.12	0.00	-23,189.88	89.93%
	Total Expenses	229,634.00	229,634.00	12,550.00	98,966.23	150.00	130,517.77	43.16%
	Fund: 101 - LIBRARY Surplus (Deficit):	575.00	575.00	-5,436.32	108,052.89	-150.00	107,327.89	18,765.72%
Fund: 102 - SPECIAL PD FINES & FORFEITURES								
Department: 001 - GENERAL								
Category: 36 - Charges for Services								
102-001-335-0000	EQUITABLE SHARING FROM SEIZURES	10,000.00	10,000.00	0.00	45,688.67	0.00	35,688.67	456.89 %
	Category: 36 - Charges for Services Total:	10,000.00	10,000.00	0.00	45,688.67	0.00	35,688.67	456.89%
	Department: 001 - GENERAL Total:	10,000.00	10,000.00	0.00	45,688.67	0.00	35,688.67	456.89%
Department: 200 - POLICE DEPARTMENT								
Category: 60 - Contractual Services								
102-200-605-0607	TRAVEL/TRAINING/SEMINARS	10,000.00	10,000.00	0.00	0.00	0.00	10,000.00	0.00 %
	Category: 60 - Contractual Services Total:	10,000.00	10,000.00	0.00	0.00	0.00	10,000.00	0.00%
	Department: 200 - POLICE DEPARTMENT Total:	10,000.00	10,000.00	0.00	0.00	0.00	10,000.00	0.00%
	Total Revenues	10,000.00	10,000.00	0.00	45,688.67	0.00	35,688.67	456.89%
	Total Expenses	10,000.00	10,000.00	0.00	0.00	0.00	10,000.00	0.00%
	Fund: 102 - SPECIAL PD FINES & FORFEITURES Surplus (Deficit):	0.00	0.00	0.00	45,688.67	0.00	45,688.67	0.00%
Fund: 103 - TASK FORCE								
Department: 001 - GENERAL								
Category: 33 - Fines and Forfeits								
103-001-334-0000	ASSET FORFEITURES	10,000.00	10,000.00	0.00	45,000.00	0.00	35,000.00	450.00 %
	Category: 33 - Fines and Forfeits Total:	10,000.00	10,000.00	0.00	45,000.00	0.00	35,000.00	450.00%
Category: 38 - Transfers and Non Revenue Receipts								
103-001-385-0000	WORKING CASH	61,000.00	61,000.00	0.00	0.00	0.00	-61,000.00	0.00 %
	Category: 38 - Transfers and Non Revenue Receipts Total:	61,000.00	61,000.00	0.00	0.00	0.00	-61,000.00	0.00%
	Department: 001 - GENERAL Total:	71,000.00	71,000.00	0.00	45,000.00	0.00	-26,000.00	63.38%
Department: 200 - POLICE DEPARTMENT								
Category: 50 - Supplies								
103-200-560-0000	MATERIALS & SUPPLIES	12,000.00	12,000.00	0.00	0.00	0.00	12,000.00	0.00 %
	Category: 50 - Supplies Total:	12,000.00	12,000.00	0.00	0.00	0.00	12,000.00	0.00%

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		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Percent Used
Category: 90 - Capital Outlay								
103-200-915-0000	VEHICLES	0.00	0.00	0.00	148,816.00	0.00	-148,816.00	0.00 %
Category: 90 - Capital Outlay Total:		0.00	0.00	0.00	148,816.00	0.00	-148,816.00	0.00%
Department: 200 - POLICE DEPARTMENT Total:		12,000.00	12,000.00	0.00	148,816.00	0.00	-136,816.00	1,240.13%
Total Revenues		71,000.00	71,000.00	0.00	45,000.00	0.00	-26,000.00	63.38%
Total Expenses		12,000.00	12,000.00	0.00	148,816.00	0.00	-136,816.00	1,240.13%
Fund: 103 - TASK FORCE Surplus (Deficit):		59,000.00	59,000.00	0.00	-103,816.00	0.00	-162,816.00	-175.96%
Fund: 104 - AMERICAN RESCUE PLAN (ARPA) FUNDS								
Department: 330 - GRANT ACTIVITY								
Category: 34 - Miscellaneous								
104-330-340-0000	INTEREST EARNED	0.00	0.00	0.00	77,208.98	0.00	77,208.98	0.00 %
Category: 34 - Miscellaneous Total:		0.00	0.00	0.00	77,208.98	0.00	77,208.98	0.00%
Department: 330 - GRANT ACTIVITY Total:		0.00	0.00	0.00	77,208.98	0.00	77,208.98	0.00%
Total Revenues		0.00	0.00	0.00	77,208.98	0.00	77,208.98	0.00%
Total Expenses		0.00	0.00	0.00	0.00	0.00	0.00	0.00%
Fund: 104 - AMERICAN RESCUE PLAN (ARPA) FUNDS Total:		0.00	0.00	0.00	77,208.98	0.00	77,208.98	0.00%
Fund: 105 - MDAH RECORDS MANAGEMENT								
Department: 001 - GENERAL								
Category: 34 - Miscellaneous								
105-001-341-0000	RECORDS MANAGEMENT FEE	0.00	0.00	133.00	202.00	0.00	202.00	0.00 %
Category: 34 - Miscellaneous Total:		0.00	0.00	133.00	202.00	0.00	202.00	0.00%
Department: 001 - GENERAL Total:		0.00	0.00	133.00	202.00	0.00	202.00	0.00%
Total Revenues		0.00	0.00	133.00	202.00	0.00	202.00	0.00%
Total Expenses		0.00	0.00	0.00	0.00	0.00	0.00	0.00%
Fund: 105 - MDAH RECORDS MANAGEMENT Total:		0.00	0.00	133.00	202.00	0.00	202.00	0.00%
Fund: 120 - MUNICIPAL RESERVE FUND								
Department: 001 - GENERAL								
Category: 34 - Miscellaneous								
120-001-340-0000	INTEREST EARNED	0.00	0.00	0.00	24,898.59	0.00	24,898.59	0.00 %
Category: 34 - Miscellaneous Total:		0.00	0.00	0.00	24,898.59	0.00	24,898.59	0.00%

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		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Percent Used
Category: 38 - Transfers and Non Revenue Receipts								
120-001-380-0383	TRANSFER FROM GENERAL FUND	0.00	0.00	0.00	200,000.00	0.00	200,000.00	0.00 %
	Category: 38 - Transfers and Non Revenue Receipts Total:	0.00	0.00	0.00	200,000.00	0.00	200,000.00	0.00%
	Department: 001 - GENERAL Total:	0.00	0.00	0.00	224,898.59	0.00	224,898.59	0.00%
	Total Revenues	0.00	0.00	0.00	224,898.59	0.00	224,898.59	0.00%
	Total Expenses	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
	Fund: 120 - MUNICIPAL RESERVE FUND Total:	0.00	0.00	0.00	224,898.59	0.00	224,898.59	0.00%
Fund: 161 - FIRE PROTECTION								
Department: 001 - GENERAL								
Category: 21 - Other Taxes								
161-001-212-0000	FIRE PROTECTION	103,207.00	103,207.00	0.00	0.00	0.00	-103,207.00	0.00 %
161-001-213-0000	FIRE REBATE CODE	2,916.00	2,916.00	0.00	0.00	0.00	-2,916.00	0.00 %
	Category: 21 - Other Taxes Total:	106,123.00	106,123.00	0.00	0.00	0.00	-106,123.00	0.00%
	Department: 001 - GENERAL Total:	106,123.00	106,123.00	0.00	0.00	0.00	-106,123.00	0.00%
Department: 800 - DEBT SERVICE								
Category: 80 - Debt Service								
161-800-810-0000	INTEREST	5,200.00	5,200.00	0.00	5,178.66	0.00	21.34	99.59 %
161-800-820-0000	PRINCIPAL	72,300.00	72,300.00	0.00	72,300.70	0.00	-0.70	100.00 %
161-800-850-0000	LEASE - TURNOUT GEAR (5 YRS)	19,417.00	19,417.00	0.00	20,628.23	0.00	-1,211.23	106.24 %
	Category: 80 - Debt Service Total:	96,917.00	96,917.00	0.00	98,107.59	0.00	-1,190.59	101.23%
	Department: 800 - DEBT SERVICE Total:	96,917.00	96,917.00	0.00	98,107.59	0.00	-1,190.59	101.23%
	Total Revenues	106,123.00	106,123.00	0.00	0.00	0.00	-106,123.00	0.00%
	Total Expenses	96,917.00	96,917.00	0.00	98,107.59	0.00	-1,190.59	101.23%
	Fund: 161 - FIRE PROTECTION Surplus (Deficit):	9,206.00	9,206.00	0.00	-98,107.59	0.00	-107,313.59	-1,065.69%
Fund: 171 - HURRICANE IDA AUG 2021								
Department: 330 - GRANT ACTIVITY								
Category: 23 - Intergovernmental Revenues								
171-330-275-0000	MEMA REVENUE	0.00	0.00	0.00	37,897.44	0.00	37,897.44	0.00 %
	Category: 23 - Intergovernmental Revenues Total:	0.00	0.00	0.00	37,897.44	0.00	37,897.44	0.00%
	Department: 330 - GRANT ACTIVITY Total:	0.00	0.00	0.00	37,897.44	0.00	37,897.44	0.00%

Budget Report

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		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Percent Used
Department: 406 - CAT G - PARKS AND BEACH								
Category: 60 - Contractual Services								
171-406-600-0611	ENGINEERING - CAT G	0.00	0.00	595.00	43,439.54	0.00	-43,439.54	0.00 %
Category: 60 - Contractual Services Total:		0.00	0.00	595.00	43,439.54	0.00	-43,439.54	0.00%
Department: 406 - CAT G - PARKS AND BEACH Total:		0.00	0.00	595.00	43,439.54	0.00	-43,439.54	0.00%
Total Revenues		0.00	0.00	0.00	37,897.44	0.00	37,897.44	0.00%
Total Expenses		0.00	0.00	595.00	43,439.54	0.00	-43,439.54	0.00%
Fund: 171 - HURRICANE IDA AUG 2021 Surplus (Deficit):		0.00	0.00	-595.00	-5,542.10	0.00	-5,542.10	0.00%
Fund: 174 - HURRICAN ZETA 10/28/2020								
Department: 405 - CAT F - UTILITIES								
Category: 50 - Supplies								
174-405-560-0000	MATERIALS AND SUPPLIES - UTILITIES	0.00	0.00	3,900.00	14,045.58	2,080.00	-16,125.58	0.00 %
Category: 50 - Supplies Total:		0.00	0.00	3,900.00	14,045.58	2,080.00	-16,125.58	0.00%
Department: 405 - CAT F - UTILITIES Total:		0.00	0.00	3,900.00	14,045.58	2,080.00	-16,125.58	0.00%
Department: 406 - CAT G - PARKS AND BEACH								
Category: 50 - Supplies								
174-406-560-0000	MATERIALS AND SUPPLIES - PARKS/BEACH	0.00	0.00	0.00	3,600.00	0.00	-3,600.00	0.00 %
Category: 50 - Supplies Total:		0.00	0.00	0.00	3,600.00	0.00	-3,600.00	0.00%
Department: 406 - CAT G - PARKS AND BEACH Total:		0.00	0.00	0.00	3,600.00	0.00	-3,600.00	0.00%
Total Revenues		0.00	0.00	0.00	0.00	0.00	0.00	0.00%
Total Expenses		0.00	0.00	3,900.00	17,645.58	2,080.00	-19,725.58	0.00%
Fund: 174 - HURRICAN ZETA 10/28/2020 Total:		0.00	0.00	3,900.00	17,645.58	2,080.00	-19,725.58	0.00%
Fund: 200 - GENERAL OBLIGATIONS								
Department: 001 - GENERAL								
Category: 20 - Taxes								
200-001-200-0000	REAL TAXES	828,562.00	828,562.00	17,684.53	693,374.66	0.00	-135,187.34	83.68 %
200-001-201-0000	AUTOMOBILE TAXES	49,913.00	49,913.00	14,094.20	83,122.64	0.00	33,209.64	166.54 %
200-001-202-0000	PERSONAL PROPERTY TAXES	119,792.00	119,792.00	-1,300.30	119,036.28	0.00	-755.72	99.37 %
200-001-203-0000	PRIOR YEARS TAXES - REAL	0.00	0.00	46.98	82.76	0.00	82.76	0.00 %
200-001-205-0000	PRIOR YEARS TAXES - PERSONAL	0.00	0.00	320.11	2,081.02	0.00	2,081.02	0.00 %
Category: 20 - Taxes Total:		998,267.00	998,267.00	30,845.52	897,697.36	0.00	-100,569.64	89.93%
Department: 001 - GENERAL Total:		998,267.00	998,267.00	30,845.52	897,697.36	0.00	-100,569.64	89.93%
Department: 800 - DEBT SERVICE								
Category: 80 - Debt Service								
200-800-810-0000	INTEREST - G/O REF 2019 THE PEOPLES BANK	74,275.00	74,275.00	0.00	38,900.00	0.00	35,375.00	52.37 %
200-800-810-0001	RED RIVER BANK - G/O NOTE SERIES 2022 INTEREST	22,300.00	22,300.00	0.00	16,116.75	0.00	6,183.25	72.27 %
200-800-820-0000	PRINCIPAL - G/O REF 2019 THE PEOPLES BANK	235,000.00	235,000.00	0.00	235,000.00	0.00	0.00	100.00 %

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		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Percent Used
200-800-820-0001	RED RIVER BANK - G/O NOTE SERIES 2022 PRINCIPAL	390,000.00	390,000.00	0.00	790,000.00	0.00	-400,000.00	202.56 %
200-800-840-0000	PAYING AGENT FEES	2,250.00	2,250.00	0.00	2,250.00	0.00	0.00	100.00 %
200-800-850-0000	MOTOROLA RADIO LEASE	73,665.00	73,665.00	0.00	73,664.80	0.00	0.20	100.00 %
Category: 80 - Debt Service Total:		797,490.00	797,490.00	0.00	1,155,931.55	0.00	-358,441.55	144.95%
Department: 800 - DEBT SERVICE Total:		797,490.00	797,490.00	0.00	1,155,931.55	0.00	-358,441.55	144.95%
Total Revenues		998,267.00	998,267.00	30,845.52	897,697.36	0.00	-100,569.64	89.93%
Total Expenses		797,490.00	797,490.00	0.00	1,155,931.55	0.00	-358,441.55	144.95%
Fund: 200 - GENERAL OBLIGATIONS Surplus (Deficit):		200,777.00	200,777.00	30,845.52	-258,234.19	0.00	-459,011.19	-128.62%
Fund: 301 - MS DEPT OF ARCHIVES & HISTORY CLG								
Department: 001 - GENERAL								
Category: 23 - Intergovernmental Revenues								
301-001-275-0000	CLG - L&N TRAIN DEPOT	0.00	10,000.00	0.00	0.00	0.00	-10,000.00	0.00 %
301-001-276-0000	MATCH PROCEEDS - OS CHAMBER	0.00	10,300.00	0.00	0.00	0.00	-10,300.00	0.00 %
Category: 23 - Intergovernmental Revenues Total:		0.00	20,300.00	0.00	0.00	0.00	-20,300.00	0.00%
Department: 001 - GENERAL Total:		0.00	20,300.00	0.00	0.00	0.00	-20,300.00	0.00%
Department: 190 - PLANNING DEPARTMENT								
Category: 60 - Contractual Services								
301-190-600-0000	CONTRACTUAL - L&N TRAIN DEPOT	0.00	20,300.00	0.00	0.00	20,300.00	0.00	100.00 %
Category: 60 - Contractual Services Total:		0.00	20,300.00	0.00	0.00	20,300.00	0.00	100.00%
Department: 190 - PLANNING DEPARTMENT Total:		0.00	20,300.00	0.00	0.00	20,300.00	0.00	100.00%
Department: 196 - MARY C O'KEEFE								
Category: 23 - Intergovernmental Revenues								
301-196-275-0000	CLG - MCOK CONDITION REPORT	0.00	0.00	0.00	5,000.00	0.00	5,000.00	0.00 %
301-196-275-0001	CLG - MCOK WINDOW REPAIR	0.00	0.00	0.00	2,500.00	0.00	2,500.00	0.00 %
Category: 23 - Intergovernmental Revenues Total:		0.00	0.00	0.00	7,500.00	0.00	7,500.00	0.00%
Department: 196 - MARY C O'KEEFE Total:		0.00	0.00	0.00	7,500.00	0.00	7,500.00	0.00%
Department: 999 - TRANSFER TO OTHER FUNDS								
Category: 95 - Transfers Out								
301-999-950-0000	TRANSFER OUT	0.00	0.00	0.00	7,500.00	0.00	-7,500.00	0.00 %
Category: 95 - Transfers Out Total:		0.00	0.00	0.00	7,500.00	0.00	-7,500.00	0.00%
Department: 999 - TRANSFER TO OTHER FUNDS Total:		0.00	0.00	0.00	7,500.00	0.00	-7,500.00	0.00%
Total Revenues		0.00	20,300.00	0.00	7,500.00	0.00	-12,800.00	36.95%
Total Expenses		0.00	20,300.00	0.00	7,500.00	20,300.00	-7,500.00	136.95%
Fund: 301 - MS DEPT OF ARCHIVES & HISTORY CLG Surplus (Deficit):		0.00	0.00	0.00	0.00	-20,300.00	-20,300.00	0.00%

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		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Percent Used
Fund: 302 - NATIONAL HERITAGE - MARBLE SPRINGS								
Department: 330 - GRANT ACTIVITY								
Category: 50 - Supplies								
302-330-560-0000	MATERIALS & SUPPLIES - NATIONAL HERITAGE	0.00	0.00	0.00	27,145.73	2,932.47	-30,078.20	0.00 %
	Category: 50 - Supplies Total:	0.00	0.00	0.00	27,145.73	2,932.47	-30,078.20	0.00%
Category: 60 - Contractual Services								
302-330-600-0600	CONTRACTUAL SERVICES	0.00	0.00	0.00	0.00	3,600.00	-3,600.00	0.00 %
	Category: 60 - Contractual Services Total:	0.00	0.00	0.00	0.00	3,600.00	-3,600.00	0.00%
	Department: 330 - GRANT ACTIVITY Total:	0.00	0.00	0.00	27,145.73	6,532.47	-33,678.20	0.00%
	Total Revenues	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
	Total Expenses	0.00	0.00	0.00	27,145.73	6,532.47	-33,678.20	0.00%
	Fund: 302 - NATIONAL HERITAGE - MARBLE SPRINGS Total:	0.00	0.00	0.00	27,145.73	6,532.47	-33,678.20	0.00%
Fund: 303 - TIDELANDS FY21-P412-01 - PORTER AVE								
Department: 001 - GENERAL								
Category: 23 - Intergovernmental Revenues								
303-001-275-0000	TIDELANDS GRANT - DMR	0.00	0.00	0.00	10,040.00	0.00	10,040.00	0.00 %
	Category: 23 - Intergovernmental Revenues Total:	0.00	0.00	0.00	10,040.00	0.00	10,040.00	0.00%
	Department: 001 - GENERAL Total:	0.00	0.00	0.00	10,040.00	0.00	10,040.00	0.00%
Department: 330 - GRANT ACTIVITY								
Category: 90 - Capital Outlay								
303-330-911-0000	CONSTRUCTION COST - TIDELAND FY21 PORTER AVE	0.00	0.00	12,589.85	16,469.85	0.00	-16,469.85	0.00 %
	Category: 90 - Capital Outlay Total:	0.00	0.00	12,589.85	16,469.85	0.00	-16,469.85	0.00%
	Department: 330 - GRANT ACTIVITY Total:	0.00	0.00	12,589.85	16,469.85	0.00	-16,469.85	0.00%
	Total Revenues	0.00	0.00	0.00	10,040.00	0.00	10,040.00	0.00%
	Total Expenses	0.00	0.00	12,589.85	16,469.85	0.00	-16,469.85	0.00%
	Fund: 303 - TIDELANDS FY21-P412-01 - PORTER AVE Surplus (Deficit):	0.00	0.00	-12,589.85	-6,429.85	0.00	-6,429.85	0.00%
Fund: 304 - FRONT BEACH MARINA								
Department: 330 - GRANT ACTIVITY								
Category: 23 - Intergovernmental Revenues								
304-330-275-0000	GOMESA - FRONT BEACH PUBLIC ACCESS	0.00	0.00	28,108.00	168,974.70	0.00	168,974.70	0.00 %
	Category: 23 - Intergovernmental Revenues Total:	0.00	0.00	28,108.00	168,974.70	0.00	168,974.70	0.00%

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	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Percent Used
Category: 60 - Contractual Services							
304-330-600-0000 ENGINEERING - FRONT BEACH PUBLIC ACCESS	0.00	0.00	0.00	168,974.70	0.00	-168,974.70	0.00 %
Category: 60 - Contractual Services Total:	0.00	0.00	0.00	168,974.70	0.00	-168,974.70	0.00%
Department: 330 - GRANT ACTIVITY Surplus (Deficit):	0.00	0.00	28,108.00	0.00	0.00	0.00	0.00%
Total Revenues	0.00	0.00	28,108.00	168,974.70	0.00	168,974.70	0.00%
Total Expenses	0.00	0.00	0.00	168,974.70	0.00	-168,974.70	0.00%
Fund: 304 - FRONT BEACH MARINA Surplus (Deficit):	0.00	0.00	28,108.00	0.00	0.00	0.00	0.00%
Fund: 308 - MDOT LPA 108084 - OS ROAD PHASE I							
Department: 330 - GRANT ACTIVITY							
Category: 23 - Intergovernmental Revenues							
308-330-275-0001 MATCH PROCEEDS - JACKSON COUNTY	0.00	0.00	0.00	63,454.00	0.00	63,454.00	0.00 %
Category: 23 - Intergovernmental Revenues Total:	0.00	0.00	0.00	63,454.00	0.00	63,454.00	0.00%
Category: 90 - Capital Outlay							
308-330-911-0001 PRELIMINARY ENGINEERING - OS ROAD	0.00	0.00	0.00	14,643.00	0.00	-14,643.00	0.00 %
Category: 90 - Capital Outlay Total:	0.00	0.00	0.00	14,643.00	0.00	-14,643.00	0.00%
Department: 330 - GRANT ACTIVITY Surplus (Deficit):	0.00	0.00	0.00	48,811.00	0.00	48,811.00	0.00%
Total Revenues	0.00	0.00	0.00	63,454.00	0.00	63,454.00	0.00%
Total Expenses	0.00	0.00	0.00	14,643.00	0.00	-14,643.00	0.00%
Fund: 308 - MDOT LPA 108084 - OS ROAD PHASE I Surplus (Deficit):	0.00	0.00	0.00	48,811.00	0.00	48,811.00	0.00%
Fund: 309 - MDOT DT TRAFFIC/TRAVEL/PARKING							
Department: 001 - GENERAL							
Category: 23 - Intergovernmental Revenues							
309-001-275-0000 GRANT PROCEEDS - MDOT	0.00	0.00	0.00	12,187.31	0.00	12,187.31	0.00 %
Category: 23 - Intergovernmental Revenues Total:	0.00	0.00	0.00	12,187.31	0.00	12,187.31	0.00%
Department: 001 - GENERAL Total:	0.00	0.00	0.00	12,187.31	0.00	12,187.31	0.00%
Total Revenues	0.00	0.00	0.00	12,187.31	0.00	12,187.31	0.00%
Total Expenses	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
Fund: 309 - MDOT DT TRAFFIC/TRAVEL/PARKING Total:	0.00	0.00	0.00	12,187.31	0.00	12,187.31	0.00%
Fund: 310 - CDBG GRANTS							
Department: 335 - Grant - Parktown							
Category: 23 - Intergovernmental Revenues							
310-335-275-0000 GRANT - PARKTOWN	0.00	0.00	71,524.57	410,966.12	0.00	410,966.12	0.00 %
Category: 23 - Intergovernmental Revenues Total:	0.00	0.00	71,524.57	410,966.12	0.00	410,966.12	0.00%

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		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Percent Used
Category: 90 - Capital Outlay								
310-335-911-0000	CONSTRUCTION - KCDBG PARKTOWN	0.00	0.00	63,094.76	474,060.88	0.00	-474,060.88	0.00 %
	Category: 90 - Capital Outlay Total:	0.00	0.00	63,094.76	474,060.88	0.00	-474,060.88	0.00%
	Department: 335 - Grant - Parktown Surplus (Deficit):	0.00	0.00	8,429.81	-63,094.76	0.00	-63,094.76	0.00%
Department: 336 - Grant - Ft. Bayou								
Category: 23 - Intergovernmental Revenues								
310-336-275-0000	GRANT - FT. BAYOU	0.00	0.00	750.00	5,250.00	0.00	5,250.00	0.00 %
	Category: 23 - Intergovernmental Revenues Total:	0.00	0.00	750.00	5,250.00	0.00	5,250.00	0.00%
Category: 90 - Capital Outlay								
310-336-911-0000	CONSTRUCTION - KCDBG FT. BAYOU	0.00	0.00	0.00	5,250.00	0.00	-5,250.00	0.00 %
	Category: 90 - Capital Outlay Total:	0.00	0.00	0.00	5,250.00	0.00	-5,250.00	0.00%
	Department: 336 - Grant - Ft. Bayou Surplus (Deficit):	0.00	0.00	750.00	0.00	0.00	0.00	0.00%
	Total Revenues	0.00	0.00	72,274.57	416,216.12	0.00	416,216.12	0.00%
	Total Expenses	0.00	0.00	63,094.76	479,310.88	0.00	-479,310.88	0.00%
	Fund: 310 - CDBG GRANTS Surplus (Deficit):	0.00	0.00	9,179.81	-63,094.76	0.00	-63,094.76	0.00%
Fund: 318 - GAY LEMON (MS WILDLIFE / NPS)								
Department: 330 - GRANT ACTIVITY								
Category: 50 - Supplies								
318-330-560-0000	MATERIALS AND SUPPLIES - GAY LEMON	0.00	0.00	0.00	193.00	0.00	-193.00	0.00 %
	Category: 50 - Supplies Total:	0.00	0.00	0.00	193.00	0.00	-193.00	0.00%
Category: 60 - Contractual Services								
318-330-600-0600	CONTRACTUAL SERVICES	0.00	0.00	2,400.00	27,883.00	0.00	-27,883.00	0.00 %
	Category: 60 - Contractual Services Total:	0.00	0.00	2,400.00	27,883.00	0.00	-27,883.00	0.00%
	Department: 330 - GRANT ACTIVITY Total:	0.00	0.00	2,400.00	28,076.00	0.00	-28,076.00	0.00%
	Total Revenues	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
	Total Expenses	0.00	0.00	2,400.00	28,076.00	0.00	-28,076.00	0.00%
	Fund: 318 - GAY LEMON (MS WILDLIFE / NPS) Total:	0.00	0.00	2,400.00	28,076.00	0.00	-28,076.00	0.00%

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		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Percent Used
Fund: 320 - STP-GOVERNMENT ST SIDEWALKS								
Department: 340 - Grant Activity								
Category: 90 - Capital Outlay								
320-340-911-0001	PRELIMINARY ENGINEERING - PHASE II	0.00	0.00	0.00	11,214.25	0.00	-11,214.25	0.00 %
	Category: 90 - Capital Outlay Total:	0.00	0.00	0.00	11,214.25	0.00	-11,214.25	0.00%
	Department: 340 - Grant Activity Total:	0.00	0.00	0.00	11,214.25	0.00	-11,214.25	0.00%
	Total Revenues	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
	Total Expenses	0.00	0.00	0.00	11,214.25	0.00	-11,214.25	0.00%
	Fund: 320 - STP-GOVERNMENT ST SIDEWALKS Total:	0.00	0.00	0.00	11,214.25	0.00	-11,214.25	0.00%
Fund: 322 - MS SENATE BOND 3065								
Department: 001 - GENERAL								
Category: 34 - Miscellaneous								
322-001-340-0000	INTEREST EARNED	0.00	0.00	0.00	90.72	0.00	90.72	0.00 %
	Category: 34 - Miscellaneous Total:	0.00	0.00	0.00	90.72	0.00	90.72	0.00%
	Department: 001 - GENERAL Total:	0.00	0.00	0.00	90.72	0.00	90.72	0.00%
Department: 727 - UTILITY OPERATIONS								
Category: 90 - Capital Outlay								
322-727-906-0000	MISC PROJECTS	0.00	0.00	0.00	15,360.81	0.00	-15,360.81	0.00 %
	Category: 90 - Capital Outlay Total:	0.00	0.00	0.00	15,360.81	0.00	-15,360.81	0.00%
	Department: 727 - UTILITY OPERATIONS Total:	0.00	0.00	0.00	15,360.81	0.00	-15,360.81	0.00%
Department: 751 - SEWER OPERATIONS								
Category: 90 - Capital Outlay								
322-751-923-0000	CIPP LINING SEWER/STORMWATER PIPES	0.00	0.00	0.00	-14,295.33	0.00	14,295.33	0.00 %
322-751-923-0001	BAYWOOD LS 68	0.00	0.00	0.00	42,506.30	0.00	-42,506.30	0.00 %
	Category: 90 - Capital Outlay Total:	0.00	0.00	0.00	28,210.97	0.00	-28,210.97	0.00%
	Department: 751 - SEWER OPERATIONS Total:	0.00	0.00	0.00	28,210.97	0.00	-28,210.97	0.00%
	Total Revenues	0.00	0.00	0.00	90.72	0.00	90.72	0.00%
	Total Expenses	0.00	0.00	0.00	43,571.78	0.00	-43,571.78	0.00%
	Fund: 322 - MS SENATE BOND 3065 Surplus (Deficit):	0.00	0.00	0.00	-43,481.06	0.00	-43,481.06	0.00%
Fund: 328 - TIDELANDS GRANTS								
Department: 001 - GENERAL								
Category: 23 - Intergovernmental Revenues								
328-001-275-0002	TIDELANDS FY23-P412-06 WASH. AVE @ FRONT BEACH	0.00	304,500.00	5,250.00	10,000.00	0.00	-294,500.00	3.28 %
	Category: 23 - Intergovernmental Revenues Total:	0.00	304,500.00	5,250.00	10,000.00	0.00	-294,500.00	3.28%
	Department: 001 - GENERAL Total:	0.00	304,500.00	5,250.00	10,000.00	0.00	-294,500.00	3.28%

Budget Report

For Fiscal: 2022 - 2023 Period Ending: 04/30/2023

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Percent Used
Department: 300 - PUBLIC WORKS ADMINISTRATION								
Category: 90 - Capital Outlay								
328-300-911-0002	CONSTRUCTION - WASH. AVE @ FRONT BEACH	0.00	304,500.00	7,125.00	17,125.00	0.00	287,375.00	5.62 %
	Category: 90 - Capital Outlay Total:	0.00	304,500.00	7,125.00	17,125.00	0.00	287,375.00	5.62%
	Department: 300 - PUBLIC WORKS ADMINISTRATION Total:	0.00	304,500.00	7,125.00	17,125.00	0.00	287,375.00	5.62%
	Total Revenues	0.00	304,500.00	5,250.00	10,000.00	0.00	-294,500.00	3.28%
	Total Expenses	0.00	304,500.00	7,125.00	17,125.00	0.00	287,375.00	5.62%
	Fund: 328 - TIDELANDS GRANTS Surplus (Deficit):	0.00	0.00	-1,875.00	-7,125.00	0.00	-7,125.00	0.00%
Fund: 329 - TIDELANDS GRANT BEACH REPAIRS								
Department: 330 - GRANT ACTIVITY								
Category: 23 - Intergovernmental Revenues								
329-330-275-0000	GRANT	0.00	0.00	0.00	306,720.96	0.00	306,720.96	0.00 %
	Category: 23 - Intergovernmental Revenues Total:	0.00	0.00	0.00	306,720.96	0.00	306,720.96	0.00%
Category: 90 - Capital Outlay								
329-330-911-0000	CONSTRUCTION COST	0.00	0.00	16,389.94	325,863.50	0.00	-325,863.50	0.00 %
	Category: 90 - Capital Outlay Total:	0.00	0.00	16,389.94	325,863.50	0.00	-325,863.50	0.00%
	Department: 330 - GRANT ACTIVITY Surplus (Deficit):	0.00	0.00	-16,389.94	-19,142.54	0.00	-19,142.54	0.00%
	Total Revenues	0.00	0.00	0.00	306,720.96	0.00	306,720.96	0.00%
	Total Expenses	0.00	0.00	16,389.94	325,863.50	0.00	-325,863.50	0.00%
	Fund: 329 - TIDELANDS GRANT BEACH REPAIRS Surplus (Deficit):	0.00	0.00	-16,389.94	-19,142.54	0.00	-19,142.54	0.00%
Fund: 331 - HB1730-2020 WATER AND SEWER								
Department: 001 - GENERAL								
Category: 34 - Miscellaneous								
331-001-340-0000	INTEREST EARNED	0.00	0.00	0.00	16,980.94	0.00	16,980.94	0.00 %
	Category: 34 - Miscellaneous Total:	0.00	0.00	0.00	16,980.94	0.00	16,980.94	0.00%
	Department: 001 - GENERAL Total:	0.00	0.00	0.00	16,980.94	0.00	16,980.94	0.00%
Department: 190 - PLANNING DEPARTMENT								
Category: 90 - Capital Outlay								
331-190-901-0000	CAPITAL IMPROVEMENT	0.00	0.00	74,776.00	65,696.81	0.00	-65,696.81	0.00 %
	Category: 90 - Capital Outlay Total:	0.00	0.00	74,776.00	65,696.81	0.00	-65,696.81	0.00%
	Department: 190 - PLANNING DEPARTMENT Total:	0.00	0.00	74,776.00	65,696.81	0.00	-65,696.81	0.00%

Budget Report

For Fiscal: 2022 - 2023 Period Ending: 04/30/2023

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Percent Used
Department: 999 - TRANSFER TO OTHER FUNDS								
Category: 95 - Transfers Out								
331-999-950-0000	TRANSFER OUT - MISC PROJECTS	0.00	0.00	0.00	84,099.71	0.00	-84,099.71	0.00 %
	Category: 95 - Transfers Out Total:	0.00	0.00	0.00	84,099.71	0.00	-84,099.71	0.00%
	Department: 999 - TRANSFER TO OTHER FUNDS Total:	0.00	0.00	0.00	84,099.71	0.00	-84,099.71	0.00%
	Total Revenues	0.00	0.00	0.00	16,980.94	0.00	16,980.94	0.00%
	Total Expenses	0.00	0.00	74,776.00	149,796.52	0.00	-149,796.52	0.00%
	Fund: 331 - HB1730-2020 WATER AND SEWER Surplus (Deficit):	0.00	0.00	-74,776.00	-132,815.58	0.00	-132,815.58	0.00%
Fund: 332 - SENATE BOND 2948 SIDEWALKS								
Department: 001 - GENERAL								
Category: 34 - Miscellaneous								
332-001-340-0000	INTEREST EARNED	0.00	0.00	0.00	16,792.22	0.00	16,792.22	0.00 %
	Category: 34 - Miscellaneous Total:	0.00	0.00	0.00	16,792.22	0.00	16,792.22	0.00%
	Department: 001 - GENERAL Total:	0.00	0.00	0.00	16,792.22	0.00	16,792.22	0.00%
Department: 190 - PLANNING DEPARTMENT								
Category: 90 - Capital Outlay								
332-190-901-0003	MISC SIDEWALK PROJECTS	0.00	0.00	0.00	18,901.28	0.00	-18,901.28	0.00 %
	Category: 90 - Capital Outlay Total:	0.00	0.00	0.00	18,901.28	0.00	-18,901.28	0.00%
	Department: 190 - PLANNING DEPARTMENT Total:	0.00	0.00	0.00	18,901.28	0.00	-18,901.28	0.00%
	Total Revenues	0.00	0.00	0.00	16,792.22	0.00	16,792.22	0.00%
	Total Expenses	0.00	0.00	0.00	18,901.28	0.00	-18,901.28	0.00%
	Fund: 332 - SENATE BOND 2948 SIDEWALKS Surplus (Deficit):	0.00	0.00	0.00	-2,109.06	0.00	-2,109.06	0.00%
Fund: 333 - SB2948 SPECIAL PROJECTS - MARY C								
Department: 001 - GENERAL								
Category: 34 - Miscellaneous								
333-001-340-0000	INTEREST EARNED	0.00	0.00	0.00	8,050.72	0.00	8,050.72	0.00 %
	Category: 34 - Miscellaneous Total:	0.00	0.00	0.00	8,050.72	0.00	8,050.72	0.00%
Category: 38 - Transfers and Non Revenue Receipts								
333-001-380-0000	TRANSFER IN	0.00	0.00	0.00	7,500.00	0.00	7,500.00	0.00 %
	Category: 38 - Transfers and Non Revenue Receipts Total:	0.00	0.00	0.00	7,500.00	0.00	7,500.00	0.00%
	Department: 001 - GENERAL Total:	0.00	0.00	0.00	15,550.72	0.00	15,550.72	0.00%

Budget Report

For Fiscal: 2022 - 2023 Period Ending: 04/30/2023

	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Percent Used
Department: 196 - MARY C O'KEEFE							
Category: 90 - Capital Outlay							
333-196-904-0000 MARY C IMPROVEMENTS	0.00	0.00	0.00	40,068.25	0.00	-40,068.25	0.00 %
Category: 90 - Capital Outlay Total:	0.00	0.00	0.00	40,068.25	0.00	-40,068.25	0.00%
Department: 196 - MARY C O'KEEFE Total:	0.00	0.00	0.00	40,068.25	0.00	-40,068.25	0.00%
Total Revenues	0.00	0.00	0.00	15,550.72	0.00	15,550.72	0.00%
Total Expenses	0.00	0.00	0.00	40,068.25	0.00	-40,068.25	0.00%
Fund: 333 - SB2948 SPECIAL PROJECTS - MARY C Surplus (Deficit):	0.00	0.00	0.00	-24,517.53	0.00	-24,517.53	0.00%
Fund: 334 - SB2971 WATER/SEWER/DRAINAGE							
Department: 001 - GENERAL							
Category: 34 - Miscellaneous							
334-001-340-0000 INTEREST EARNED	0.00	0.00	0.00	17,601.95	0.00	17,601.95	0.00 %
Category: 34 - Miscellaneous Total:	0.00	0.00	0.00	17,601.95	0.00	17,601.95	0.00%
Department: 001 - GENERAL Total:	0.00	0.00	0.00	17,601.95	0.00	17,601.95	0.00%
Total Revenues	0.00	0.00	0.00	17,601.95	0.00	17,601.95	0.00%
Total Expenses	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
Fund: 334 - SB2971 WATER/SEWER/DRAINAGE Total:	0.00	0.00	0.00	17,601.95	0.00	17,601.95	0.00%
Fund: 335 - HB1353 - RILEY RD IMPROVEMENTS							
Department: 001 - GENERAL							
Category: 34 - Miscellaneous							
335-001-340-0000 INTEREST EARNED	0.00	0.00	0.00	8,750.93	0.00	8,750.93	0.00 %
Category: 34 - Miscellaneous Total:	0.00	0.00	0.00	8,750.93	0.00	8,750.93	0.00%
Department: 001 - GENERAL Total:	0.00	0.00	0.00	8,750.93	0.00	8,750.93	0.00%
Total Revenues	0.00	0.00	0.00	8,750.93	0.00	8,750.93	0.00%
Total Expenses	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
Fund: 335 - HB1353 - RILEY RD IMPROVEMENTS Total:	0.00	0.00	0.00	8,750.93	0.00	8,750.93	0.00%
Fund: 336 - HB 1353 - WATER/SEWER/INFRASTRUCTURE/MARINA							
Department: 001 - GENERAL							
Category: 34 - Miscellaneous							
336-001-340-0000 INTEREST EARNED	0.00	0.00	0.00	26,252.77	0.00	26,252.77	0.00 %
Category: 34 - Miscellaneous Total:	0.00	0.00	0.00	26,252.77	0.00	26,252.77	0.00%
Department: 001 - GENERAL Total:	0.00	0.00	0.00	26,252.77	0.00	26,252.77	0.00%
Total Revenues	0.00	0.00	0.00	26,252.77	0.00	26,252.77	0.00%
Total Expenses	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
Fund: 336 - HB 1353 - WATER/SEWER/INFRASTRUCTURE/MARINA Total:	0.00	0.00	0.00	26,252.77	0.00	26,252.77	0.00%

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		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Percent Used
Fund: 401 - UTILITY ENTERPRISE								
Department: 001 - GENERAL								
Category: 28 - Charges for Government Services								
401-001-297-0000	GARBAGE COLLECTION CHARGES	1,764,000.00	1,764,000.00	149,241.00	1,043,032.00	0.00	-720,968.00	59.13 %
Category: 28 - Charges for Government Services Total:		1,764,000.00	1,764,000.00	149,241.00	1,043,032.00	0.00	-720,968.00	59.13%
Category: 34 - Miscellaneous								
401-001-317-0000	SEWER CHARGES	3,856,320.00	3,856,320.00	311,525.53	2,254,492.53	0.00	-1,601,827.47	58.46 %
Category: 34 - Miscellaneous Total:		3,856,320.00	3,856,320.00	311,525.53	2,254,492.53	0.00	-1,601,827.47	58.46%
Category: 35 - Miscellaneous								
401-001-350-0000	FIRE PLUG REVENUE	0.00	0.00	0.00	101.85	0.00	101.85	0.00 %
401-001-353-0000	INSURANCE PROCEEDS	0.00	0.00	895.00	895.00	0.00	895.00	0.00 %
401-001-359-0000	OTHER INCOME - ENTERPRISE	12,000.00	12,000.00	53,331.55	62,233.85	0.00	50,233.85	518.62 %
401-001-359-0001	DAMAGE REIMBURSEMENT	64,000.00	64,000.00	0.00	0.00	0.00	-64,000.00	0.00 %
Category: 35 - Miscellaneous Total:		76,000.00	76,000.00	54,226.55	63,230.70	0.00	-12,769.30	83.20%
Category: 36 - Charges for Services								
401-001-360-0000	METERED SALES	2,830,440.00	2,830,440.00	223,379.52	1,618,825.99	0.00	-1,211,614.01	57.19 %
401-001-361-0000	OTHER SALES - WATER	55,000.00	55,000.00	9,111.00	25,447.62	0.00	-29,552.38	46.27 %
401-001-362-0000	SERVICE CONNECTION CHARGES	40,000.00	40,000.00	2,700.00	22,877.00	0.00	-17,123.00	57.19 %
401-001-363-0000	WATER / SEWER TAP FEES	30,000.00	30,000.00	2,775.00	6,210.28	0.00	-23,789.72	20.70 %
401-001-364-0000	PENALTIES & LATE CHARGES ON BILLING	200,000.00	200,000.00	16,039.48	121,690.67	0.00	-78,309.33	60.85 %
Category: 36 - Charges for Services Total:		3,155,440.00	3,155,440.00	254,005.00	1,795,051.56	0.00	-1,360,388.44	56.89%
Category: 38 - Transfers and Non Revenue Receipts								
401-001-380-0000	TRANSFER IN	20,000.00	20,000.00	0.00	20,000.00	0.00	0.00	100.00 %
401-001-385-0000	WORKING CASH	200,000.00	200,000.00	0.00	0.00	0.00	-200,000.00	0.00 %
Category: 38 - Transfers and Non Revenue Receipts Total:		220,000.00	220,000.00	0.00	20,000.00	0.00	-200,000.00	9.09%
Department: 001 - GENERAL Total:		9,071,760.00	9,071,760.00	768,998.08	5,175,806.79	0.00	-3,895,953.21	57.05%
Department: 300 - PUBLIC WORKS ADMINISTRATION								
Category: 40 - Personnel Services								
401-300-420-0000	SALARIES	428,763.00	447,585.00	32,356.79	235,865.43	0.00	211,719.57	52.70 %
401-300-432-0000	PERSONAL (TERMINAL) PAY	0.00	0.00	2,309.29	2,309.29	0.00	-2,309.29	0.00 %
401-300-460-0000	STATE RETIREMENT-CITY'S SHARE	74,605.00	78,090.00	6,263.69	42,225.84	0.00	35,864.16	54.07 %
401-300-470-0000	FICA TAXES - CITY'S SHARE	32,800.00	34,333.00	2,648.26	17,780.29	0.00	16,552.71	51.79 %
401-300-480-0000	EMPLOYEE GROUP INSURANCE	68,741.00	72,278.00	5,053.58	35,820.56	0.00	36,457.44	49.56 %
401-300-491-0000	WORKERS' COMPENSATION	5,273.00	33,804.00	0.00	24,005.24	0.00	9,798.76	71.01 %
401-300-492-0000	COMP (TERMINAL) PAY	0.00	1,208.00	1,295.42	1,295.42	0.00	-87.42	107.24 %
Category: 40 - Personnel Services Total:		610,182.00	667,298.00	49,927.03	359,302.07	0.00	307,995.93	53.84%
Category: 50 - Supplies								
401-300-535-0530	UNIFORMS	0.00	200.00	0.00	30.28	0.00	169.72	15.14 %
Category: 50 - Supplies Total:		0.00	200.00	0.00	30.28	0.00	169.72	15.14%

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		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Percent Used
Category: 60 - Contractual Services								
401-300-600-0600	CONTRACTUAL SERVICES	19,140.00	35,372.00	1,609.00	4,922.50	420.00	30,029.50	15.10 %
401-300-602-0000	COMPUTER SOFTWARE & SUPPORT	67,198.00	67,198.00	3,096.88	21,689.16	41,130.40	4,378.44	93.48 %
401-300-603-0000	COMPUTER HARDWARE	35,250.00	35,250.00	0.00	21,250.00	0.00	14,000.00	60.28 %
401-300-604-0000	PHYSICAL EXAMS & TESTING	1,400.00	1,400.00	113.00	530.00	0.00	870.00	37.86 %
401-300-610-0000	ADVERTISING	300.00	300.00	120.98	170.70	0.00	129.30	56.90 %
401-300-620-0620	BUILDING INSURANCE	36,000.00	36,000.00	0.00	0.00	0.00	36,000.00	0.00 %
401-300-620-0621	COMP/COLLISION INSURANCE	6,600.00	6,600.00	0.00	0.00	0.00	6,600.00	0.00 %
401-300-620-0622	LIABILITY INSURANCE	42,000.00	42,000.00	0.00	35,764.94	0.00	6,235.06	85.15 %
401-300-620-0623	LIFE INSURANCE	1,980.00	1,980.00	155.00	1,085.00	0.00	895.00	54.80 %
Category: 60 - Contractual Services Total:		209,868.00	226,100.00	5,094.86	85,412.30	41,550.40	99,137.30	56.15%
Category: 90 - Capital Outlay								
401-300-915-0000	VEHICLES - PW ADMIN	0.00	16,000.00	0.00	0.00	0.00	16,000.00	0.00 %
Category: 90 - Capital Outlay Total:		0.00	16,000.00	0.00	0.00	0.00	16,000.00	0.00%
Category: 95 - Transfers Out								
401-300-999-0950	TRANSFER TO GENERAL FUND - SHOP EXPENSES	9,475.00	9,475.00	0.00	9,475.00	0.00	0.00	100.00 %
Category: 95 - Transfers Out Total:		9,475.00	9,475.00	0.00	9,475.00	0.00	0.00	100.00%
Department: 300 - PUBLIC WORKS ADMINISTRATION Total:		829,525.00	919,073.00	55,021.89	454,219.65	41,550.40	423,302.95	53.94%
Department: 320 - SANITARY DEPARTMENT								
Category: 40 - Personnel Services								
401-320-420-0000	SALARIES	124,447.00	124,447.00	9,572.82	71,814.97	0.00	52,632.03	57.71 %
401-320-430-0400	CITY DUMP OVERTIME PAY	0.00	0.00	478.24	3,497.05	0.00	-3,497.05	0.00 %
401-320-430-0401	FESTIVAL OVERTIME	20,000.00	20,000.00	5,846.64	24,269.16	0.00	-4,269.16	121.35 %
401-320-430-0402	OVERTIME PAY	10,000.00	10,000.00	877.45	4,406.81	0.00	5,593.19	44.07 %
401-320-430-0403	OVERTIME - WEEKEND TRASH PICKUP	14,000.00	14,000.00	1,351.30	9,663.05	0.00	4,336.95	69.02 %
401-320-460-0000	STATE RETIREMENT-CITY'S SHARE	29,310.00	29,310.00	1,981.42	13,595.01	0.00	15,714.99	46.38 %
401-320-470-0000	FICA TAXES - CITY'S SHARE	12,886.00	12,886.00	836.51	5,729.87	0.00	7,156.13	44.47 %
401-320-480-0000	EMPLOYEE GROUP INSURANCE	19,189.00	19,189.00	1,897.54	13,164.03	0.00	6,024.97	68.60 %
401-320-491-0000	WORKERS' COMPENSATION	6,301.00	0.00	0.00	0.00	0.00	0.00	0.00 %
Category: 40 - Personnel Services Total:		236,133.00	229,832.00	22,841.92	146,139.95	0.00	83,692.05	63.59%
Category: 60 - Contractual Services								
401-320-630-0000	GENERAL REPAIRS & MAINTENANCE	11,000.00	11,000.00	0.00	2,897.37	0.00	8,102.63	26.34 %
401-320-686-0000	GARBAGE & TRASH REMOVAL	1,374,000.00	1,374,000.00	113,473.72	686,816.95	684,311.00	2,872.05	99.79 %
401-320-688-0000	COMFORT STATIONS	18,000.00	18,000.00	3,765.00	13,675.00	2,067.00	2,258.00	87.46 %
Category: 60 - Contractual Services Total:		1,403,000.00	1,403,000.00	117,238.72	703,389.32	686,378.00	13,232.68	99.06%
Department: 320 - SANITARY DEPARTMENT Total:		1,639,133.00	1,632,832.00	140,080.64	849,529.27	686,378.00	96,924.73	94.06%
Department: 705 - SEWER ELECTRICIAN								
Category: 40 - Personnel Services								
401-705-420-0000	SALARIES	50,947.00	50,947.00	3,918.41	29,388.04	0.00	21,558.96	57.68 %

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		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Percent Used
401-705-430-0402	OVERTIME PAY	1,200.00	1,200.00	183.68	857.17	0.00	342.83	71.43 %
401-705-460-0000	STATE RETIREMENT-CITY'S SHARE	9,074.00	9,074.00	713.76	5,262.65	0.00	3,811.35	58.00 %
401-705-470-0000	FICA TAXES - CITY'S SHARE	3,990.00	3,990.00	315.89	2,330.65	0.00	1,659.35	58.41 %
401-705-480-0000	EMPLOYEE GROUP INSURANCE	5,997.00	5,997.00	549.70	3,847.90	0.00	2,149.10	64.16 %
401-705-491-0000	WORKERS' COMPENSATION	2,077.00	0.00	0.00	0.00	0.00	0.00	0.00 %
Category: 40 - Personnel Services Total:		73,285.00	71,208.00	5,681.44	41,686.41	0.00	29,521.59	58.54%
Category: 50 - Supplies								
401-705-560-0000	MATERIALS & SUPPLIES	5,500.00	5,500.00	2.99	446.95	0.00	5,053.05	8.13 %
Category: 50 - Supplies Total:		5,500.00	5,500.00	2.99	446.95	0.00	5,053.05	8.13%
Category: 60 - Contractual Services								
401-705-611-0000	TELEPHONE	432.00	432.00	0.00	0.00	0.00	432.00	0.00 %
Category: 60 - Contractual Services Total:		432.00	432.00	0.00	0.00	0.00	432.00	0.00%
Department: 705 - SEWER ELECTRICIAN Total:		79,217.00	77,140.00	5,684.43	42,133.36	0.00	35,006.64	54.62%
Department: 710 - UTILITY BILLING & COLLECTION								
Category: 40 - Personnel Services								
401-710-420-0000	SALARIES	146,394.00	146,394.00	11,262.40	84,247.63	0.00	62,146.37	57.55 %
401-710-430-0402	OVERTIME PAY	6,000.00	6,000.00	428.52	3,223.26	0.00	2,776.74	53.72 %
401-710-460-0000	STATE RETIREMENT-CITY'S SHARE	26,517.00	26,517.00	2,034.21	15,258.19	0.00	11,258.81	57.54 %
401-710-470-0000	FICA TAXES - CITY'S SHARE	11,659.00	11,659.00	819.03	6,161.90	0.00	5,497.10	52.85 %
401-710-480-0000	EMPLOYEE GROUP INSURANCE	46,777.00	46,777.00	3,405.32	24,369.85	0.00	22,407.15	52.10 %
401-710-491-0000	WORKERS' COMPENSATION	2,337.00	0.00	0.00	0.00	0.00	0.00	0.00 %
Category: 40 - Personnel Services Total:		239,684.00	237,347.00	17,949.48	133,260.83	0.00	104,086.17	56.15%
Category: 50 - Supplies								
401-710-500-0000	OFFICE SUPPLIES	4,600.00	4,600.00	647.86	658.85	0.00	3,941.15	14.32 %
401-710-501-0000	OFFICE FURNITURE & EQUIPMENT	0.00	0.00	0.00	373.47	0.00	-373.47	0.00 %
401-710-525-0000	GAS AND OIL	0.00	0.00	0.00	41.50	0.00	-41.50	0.00 %
401-710-535-0531	UNIFORMS	800.00	800.00	419.82	556.11	623.00	-379.11	147.39 %
401-710-548-0000	SMALL TOOLS & EQUIPMENT	1,500.00	1,500.00	119.95	1,018.95	0.00	481.05	67.93 %
401-710-560-0000	MATERIALS & SUPPLIES	4,620.00	4,620.00	10.69	1,112.33	0.00	3,507.67	24.08 %
401-710-563-0000	REPAIR PARTS & SUPPLIES	825.00	825.00	0.00	615.72	0.00	209.28	74.63 %
401-710-570-0000	TIRES AND TUBES	800.00	800.00	0.00	0.00	0.00	800.00	0.00 %
Category: 50 - Supplies Total:		13,145.00	13,145.00	1,198.32	4,376.93	623.00	8,145.07	38.04%
Category: 60 - Contractual Services								
401-710-600-0600	CONTRACTUAL SERVICES	30,000.00	30,000.00	0.00	0.00	0.00	30,000.00	0.00 %
401-710-602-0000	COMPUTER SOFTWARE & SUPPORT	32,104.00	64,208.00	0.00	68,670.00	0.00	-4,462.00	106.95 %
401-710-606-0000	POSTAGE	58,000.00	58,000.00	5,056.50	23,664.27	0.00	34,335.73	40.80 %
401-710-611-0000	TELEPHONE	864.00	864.00	69.74	418.26	0.00	445.74	48.41 %
401-710-630-0000	GENERAL REPAIRS & MAINTENANCE	4,000.00	4,000.00	0.00	36.00	0.00	3,964.00	0.90 %
401-710-686-0000	DUES/MEMBERSHIPS/SUBSCRIPTIONS	250.00	250.00	0.00	0.00	0.00	250.00	0.00 %

Budget Report

For Fiscal: 2022 - 2023 Period Ending: 04/30/2023

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Percent Used
401-710-699-0000	OTHER SERVICES & CHARGES	250.00	250.00	0.00	0.00	0.00	250.00	0.00 %
	Category: 60 - Contractual Services Total:	125,468.00	157,572.00	5,126.24	92,788.53	0.00	64,783.47	58.89%
	Category: 90 - Capital Outlay							
401-710-918-0000	WATER METERS AND REPLACEMENT	325,000.00	325,000.00	1,515.00	168,608.00	625.00	155,767.00	52.07 %
	Category: 90 - Capital Outlay Total:	325,000.00	325,000.00	1,515.00	168,608.00	625.00	155,767.00	52.07%
	Department: 710 - UTILITY BILLING & COLLECTION Total:	703,297.00	733,064.00	25,789.04	399,034.29	1,248.00	332,781.71	54.60%
	Department: 750 - WATER OPERATIONS							
	Category: 40 - Personnel Services							
401-750-420-0000	SALARIES	260,520.00	260,520.00	18,047.22	124,199.97	0.00	136,320.03	47.67 %
401-750-430-0402	OVERTIME PAY	18,000.00	18,000.00	1,654.28	20,043.33	0.00	-2,043.33	111.35 %
401-750-460-0000	STATE RETIREMENT-CITY'S SHARE	48,463.00	48,463.00	3,428.07	25,098.36	0.00	23,364.64	51.79 %
401-750-470-0000	FICA TAXES - CITY'S SHARE	21,307.00	21,307.00	1,424.11	10,457.67	0.00	10,849.33	49.08 %
401-750-480-0000	EMPLOYEE GROUP INSURANCE	76,981.00	76,981.00	4,668.80	32,437.85	0.00	44,543.15	42.14 %
401-750-499-0000	TEMP AGENCY EXPENSE	0.00	0.00	1,558.37	22,371.41	0.00	-22,371.41	0.00 %
	Category: 40 - Personnel Services Total:	425,271.00	425,271.00	30,780.85	234,608.59	0.00	190,662.41	55.17%
	Category: 50 - Supplies							
401-750-501-0000	OFFICE FURNITURE & EQUIPMENT	7,464.00	0.00	0.00	0.00	0.00	0.00	0.00 %
401-750-525-0000	GAS AND OIL	88,000.00	88,000.00	0.00	0.00	0.00	88,000.00	0.00 %
401-750-535-0530	UNIFORM ALLOWANCES & SERVICE	14,300.00	14,300.00	1,061.63	5,746.41	0.00	8,553.59	40.18 %
401-750-543-0000	CHEMICALS	30,000.00	30,000.00	7,071.04	24,369.15	22,501.75	-16,870.90	156.24 %
401-750-548-0000	SMALL TOOLS & EQUIPMENT	4,000.00	4,000.00	114.98	1,525.69	429.00	2,045.31	48.87 %
401-750-560-0000	MATERIALS & SUPPLIES	4,000.00	4,000.00	381.95	5,978.95	669.24	-2,648.19	166.20 %
401-750-563-0000	REPAIR PARTS & SUPPLIES	8,800.00	8,800.00	742.78	2,181.67	271.20	6,347.13	27.87 %
401-750-570-0000	TIRES AND TUBES	5,000.00	5,000.00	0.00	0.00	0.00	5,000.00	0.00 %
401-750-571-0000	UTILITY SYSTEMS PARTS & SPLYS	120,000.00	120,000.00	3,834.10	87,172.73	69,230.27	-36,403.00	130.34 %
401-750-572-0000	WATER/SEWER TAP EXPENSES	8,800.00	8,800.00	0.00	16,362.00	518.00	-8,080.00	191.82 %
	Category: 50 - Supplies Total:	290,364.00	282,900.00	13,206.48	143,336.60	93,619.46	45,943.94	83.76%
	Category: 60 - Contractual Services							
401-750-600-0600	CONTRACTUAL SERVICES	4,100.00	5,600.00	0.00	5,556.92	0.00	43.08	99.23 %
401-750-600-0602	ATTORNEY FEES - CONTRACT	12,960.00	12,960.00	1,080.00	6,480.00	0.00	6,480.00	50.00 %
401-750-600-0611	ENGINEERING - PUBLIC WORKS	50,000.00	50,000.00	2,762.50	7,595.00	0.00	42,405.00	15.19 %
401-750-602-0000	COMPUTER SOFTWARE & SUPPORT	6,696.00	6,696.00	0.00	6,784.53	0.00	-88.53	101.32 %
401-750-605-0607	TRAVEL/TRAINING/SEMINARS	6,600.00	6,600.00	700.76	1,288.49	0.00	5,311.51	19.52 %
401-750-611-0000	TELEPHONE	720.00	720.00	89.75	503.96	0.00	216.04	69.99 %
401-750-625-0000	UTILITIES	125,000.00	125,000.00	8,692.53	65,875.23	0.00	59,124.77	52.70 %
401-750-630-0000	GENERAL REPAIRS & MAINTENANCE	75,000.00	75,000.00	7,988.71	36,449.38	19,591.93	18,958.69	74.72 %
401-750-685-0000	CSX EASEMENTS	4,000.00	4,000.00	0.00	2,256.42	0.00	1,743.58	56.41 %
401-750-686-0000	DUES/MEMBERSHIPS/SUBSCRIPTIONS	1,400.00	1,400.00	191.00	1,516.00	0.00	-116.00	108.29 %
401-750-691-0000	WATER SERVICE JCUA	180,000.00	180,000.00	16,764.50	87,094.50	0.00	92,905.50	48.39 %

Budget Report

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		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Percent Used
401-750-691-0001	WATER SERVICE (JCUA) - COLONIAL ESTATES	2,500.00	2,500.00	507.66	2,297.11	0.00	202.89	91.88 %
	Category: 60 - Contractual Services Total:	468,976.00	470,476.00	38,777.41	223,697.54	19,591.93	227,186.53	51.71%
	Category: 90 - Capital Outlay							
401-750-924-0000	WATER TOWER MAINTENANCE	62,000.00	62,000.00	0.00	0.00	8,400.00	53,600.00	13.55 %
401-750-924-0910	WATER SYSTEM IMPROVEMENTS	400,000.00	400,000.00	0.00	75,955.45	17,868.42	306,176.13	23.46 %
	Category: 90 - Capital Outlay Total:	462,000.00	462,000.00	0.00	75,955.45	26,268.42	359,776.13	22.13%
	Department: 750 - WATER OPERATIONS Total:	1,646,611.00	1,640,647.00	82,764.74	677,598.18	139,479.81	823,569.01	49.80%
	Department: 751 - SEWER OPERATIONS							
	Category: 40 - Personnel Services							
401-751-420-0000	SALARIES	249,911.00	249,911.00	17,212.64	132,396.72	0.00	117,514.28	52.98 %
401-751-430-0402	OVERTIME PAY	10,000.00	10,000.00	300.41	3,754.26	0.00	6,245.74	37.54 %
401-751-432-0000	PERSONAL (TERMINAL) PAY	0.00	0.00	6.44	6.44	0.00	-6.44	0.00 %
401-751-460-0000	STATE RETIREMENT-CITY'S SHARE	45,225.00	45,225.00	3,048.39	23,691.35	0.00	21,533.65	52.39 %
401-751-470-0000	FICA TAXES - CITY'S SHARE	19,884.00	19,884.00	1,224.46	9,627.35	0.00	10,256.65	48.42 %
401-751-480-0000	EMPLOYEE GROUP INSURANCE	82,015.00	82,015.00	5,637.98	37,966.76	0.00	44,048.24	46.29 %
401-751-491-0000	WORKERS' COMPENSATION	10,352.00	0.00	0.00	0.00	0.00	0.00	0.00 %
401-751-499-0000	TEMP AGENCY EXPENSE	15,000.00	15,000.00	0.00	9,491.89	0.00	5,508.11	63.28 %
	Category: 40 - Personnel Services Total:	432,387.00	422,035.00	27,430.32	216,934.77	0.00	205,100.23	51.40%
	Category: 50 - Supplies							
401-751-543-0000	CHEMICALS	72,000.00	72,000.00	4,867.52	22,293.78	14,602.56	35,103.66	51.24 %
401-751-548-0000	SMALL TOOLS & EQUIPMENT	5,000.00	5,000.00	13.90	827.69	429.00	3,743.31	25.13 %
401-751-560-0000	MATERIALS & SUPPLIES	8,800.00	8,800.00	2,771.46	10,078.92	0.00	-1,278.92	114.53 %
401-751-563-0000	REPAIR PARTS & SUPPLIES	18,000.00	18,000.00	3,461.85	5,650.21	1,079.36	11,270.43	37.39 %
401-751-570-0000	TIRES AND TUBES	0.00	0.00	589.72	589.72	0.00	-589.72	0.00 %
401-751-571-0000	UTILITY SYSTEMS PARTS & SPLYS	85,000.00	85,000.00	9,510.19	38,468.87	47,487.53	-956.40	101.13 %
	Category: 50 - Supplies Total:	188,800.00	188,800.00	21,214.64	77,909.19	63,598.45	47,292.36	74.95%
	Category: 60 - Contractual Services							
401-751-600-0600	CONTRACTUAL SERVICES - SEWER DEPT	4,400.00	5,600.00	0.00	5,556.91	0.00	43.09	99.23 %
401-751-600-0602	ATTORNEY FEES - CONTRACT	12,960.00	12,960.00	1,080.00	6,480.00	0.00	6,480.00	50.00 %
401-751-602-0000	COMPUTER SOFTWARE & SUPPORT	22,000.00	22,000.00	0.00	20,307.34	0.00	1,692.66	92.31 %
401-751-605-0607	TRAVEL/TRAINING/SEMINARS	6,600.00	6,600.00	55.00	555.00	0.00	6,045.00	8.41 %
401-751-611-0000	TELEPHONE	864.00	864.00	109.07	629.24	0.00	234.76	72.83 %
401-751-625-0000	UTILITIES	132,000.00	132,000.00	9,239.51	65,594.38	0.00	66,405.62	49.69 %
401-751-630-0000	GENERAL REPAIRS & MAINTENANCE	60,000.00	60,000.00	0.00	9,140.08	18,491.15	32,368.77	46.05 %
401-751-685-0000	CSX EASEMENTS	2,000.00	2,000.00	0.00	1,245.18	0.00	754.82	62.26 %
401-751-686-0000	DUES/MEMBERSHIPS/SUBSCRIPTIONS	500.00	500.00	382.00	382.00	0.00	118.00	76.40 %
401-751-691-0000	WATER SERVICE JCUA	2,525,448.00	2,525,448.00	216,715.52	1,486,027.40	0.00	1,039,420.60	58.84 %
401-751-699-0001	GIS MAPPING PROJECT COSTS	12,000.00	12,000.00	0.00	0.00	0.00	12,000.00	0.00 %
	Category: 60 - Contractual Services Total:	2,778,772.00	2,779,972.00	227,581.10	1,595,917.53	18,491.15	1,165,563.32	58.07%

Budget Report

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		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Percent Used
Category: 90 - Capital Outlay								
401-751-916-0000	MACHINERY & EQUIPMENT	0.00	56,788.00	0.00	0.00	56,784.50	3.50	99.99 %
401-751-923-0908	SEWER IMPROVEMENTS	300,000.00	300,000.00	2,611.44	22,029.20	17,718.89	260,251.91	13.25 %
Category: 90 - Capital Outlay Total:		300,000.00	356,788.00	2,611.44	22,029.20	74,503.39	260,255.41	27.06%
Department: 751 - SEWER OPERATIONS Total:		3,699,959.00	3,747,595.00	278,837.50	1,912,790.69	156,592.99	1,678,211.32	55.22%
Department: 800 - DEBT SERVICE								
Category: 80 - Debt Service								
401-800-810-0001	INTEREST - WATER METERS (ENDS FY30)	14,584.45	14,584.45	0.00	7,546.64	0.00	7,037.81	51.74 %
401-800-810-0002	INTEREST - WATER LINES/FIRE HYDRANTS (ENDS FY23)	132.21	132.21	0.00	132.21	0.00	0.00	100.00 %
401-800-810-0003	INTEREST - 500,000 TANK/LINES/HYD (ENDS FY26)	7,658.32	7,658.32	0.00	4,119.20	0.00	3,539.12	53.79 %
401-800-810-0004	INTEREST - DEANNA WELL MAIN LINES (ENDS FY28)	6,339.01	6,339.01	0.00	3,307.12	0.00	3,031.89	52.17 %
401-800-810-0005	INTEREST - WATER IMPROVEMENTS (ENDS FY28)	2,050.47	2,050.47	169.48	1,245.70	0.00	804.77	60.75 %
401-800-810-0006	INTEREST - WATER MAIN LINES (ENDS FY28)	4,956.95	4,956.95	0.00	2,591.53	0.00	2,365.42	52.28 %
401-800-810-0007	INTEREST - 50 SEWER STATIONS (ENDS FY33)	9,987.06	9,987.06	0.00	5,110.43	0.00	4,876.63	51.17 %
401-800-810-0008	INTEREST - CATERPILLAR LOADER (ENDS FY23)	704.94	704.94	53.60	597.13	0.00	107.81	84.71 %
401-800-810-0009	INTEREST - CATERPILLAR MINI HEX (ENDS FY23)	440.04	440.04	33.49	373.05	0.00	66.99	84.78 %
401-800-820-0001	PRINCIPAL - WATER METER LOAN (END FY30)	104,461.55	104,461.55	0.00	51,976.36	0.00	52,485.19	49.76 %
401-800-820-0002	PRINCIPAL - WATER LINES/FIRE HYDRANTS (ENDS FY23)	17,613.09	17,613.09	0.00	17,613.09	0.00	0.00	100.00 %
401-800-820-0003	PRINCIPAL - 500,000 TANK/LINES/HYD (ENDS FY26)	66,394.28	66,394.28	0.00	32,907.10	0.00	33,487.18	49.56 %
401-800-820-0004	PRINCIPAL - DEANNA WELL LINES (ENDS FY28)	56,500.31	56,500.31	0.00	28,112.54	0.00	28,387.77	49.76 %
401-800-820-0005	PRINCIPAL - WATER IMPROVEMENTS (ENDS FY28)	20,408.73	20,408.73	1,702.12	11,855.50	0.00	8,553.23	58.09 %
401-800-820-0006	PRINCIPAL - WATER MAIN LINES (ENDS FY28)	46,417.45	46,417.45	0.00	23,095.67	0.00	23,321.78	49.76 %
401-800-820-0007	PRINCIPAL - 50 SEWER STATIONS (ENDS FY33)	53,478.78	53,478.78	0.00	26,622.49	0.00	26,856.29	49.78 %
401-800-820-0008	PRINCIPAL - CATERPILLAR LOADER (ENDS FY23)	37,998.67	37,998.67	3,464.91	24,032.44	0.00	13,966.23	63.25 %
401-800-820-0009	PRINCIPAL - CATERPILLAR MINI HEX (ENDS FY23)	23,738.40	23,738.40	2,164.55	15,013.23	0.00	8,725.17	63.24 %
Category: 80 - Debt Service Total:		473,864.71	473,864.71	7,588.15	256,251.43	0.00	217,613.28	54.08%
Department: 800 - DEBT SERVICE Total:		473,864.71	473,864.71	7,588.15	256,251.43	0.00	217,613.28	54.08%
Department: 999 - TRANSFER TO OTHER FUNDS								
Category: 95 - Transfers Out								
401-999-950-0953	TRANSFER OUT	0.00	285,250.00	0.00	285,250.00	0.00	0.00	100.00 %
Category: 95 - Transfers Out Total:		0.00	285,250.00	0.00	285,250.00	0.00	0.00	100.00%
Department: 999 - TRANSFER TO OTHER FUNDS Total:		0.00	285,250.00	0.00	285,250.00	0.00	0.00	100.00%
Total Revenues		9,071,760.00	9,071,760.00	768,998.08	5,175,806.79	0.00	-3,895,953.21	57.05%
Total Expenses		9,071,606.71	9,509,465.71	595,766.39	4,876,806.87	1,025,249.20	3,607,409.64	62.07%
Fund: 401 - UTILITY ENTERPRISE Surplus (Deficit):		153.29	-437,705.71	173,231.69	298,999.92	-1,025,249.20	-288,543.57	165.92%
Fund: 551 - TACONI BUILDING								
Department: 001 - GENERAL								
Category: 34 - Miscellaneous								
551-001-341-0001	LEASE INCOME - YMCA	31,325.00	31,325.00	2,610.42	18,272.94	0.00	-13,052.06	58.33 %

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		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Percent Used
551-001-341-0002	LEASE INCOME - HEADSTART	59,380.00	59,380.00	4,948.33	34,638.31	0.00	-24,741.69	58.33 %
551-001-341-0003	LEASE INCOME - LIGHTHOUSE	33,312.00	33,312.00	2,776.00	19,432.00	0.00	-13,880.00	58.33 %
551-001-342-0000	UTILITY REIMBURSEMENTS	40,000.00	40,000.00	2,945.45	26,253.35	0.00	-13,746.65	65.63 %
Category: 34 - Miscellaneous Total:		164,017.00	164,017.00	13,280.20	98,596.60	0.00	-65,420.40	60.11%
Department: 001 - GENERAL Total:		164,017.00	164,017.00	13,280.20	98,596.60	0.00	-65,420.40	60.11%
Department: 551 - TACONI RECREATIONAL FACILITY								
Category: 60 - Contractual Services								
551-551-620-0620	BUILDING INSURANCE - TACONI	52,000.00	52,000.00	0.00	0.00	0.00	52,000.00	0.00 %
551-551-625-0000	UTILITIES - TACONI	40,000.00	40,000.00	3,296.06	26,199.76	0.00	13,800.24	65.50 %
551-551-630-0000	GENERAL REPAIRS & MAINTENANCE - TACONI	20,000.00	20,000.00	100.00	618.89	600.00	18,781.11	6.09 %
Category: 60 - Contractual Services Total:		112,000.00	112,000.00	3,396.06	26,818.65	600.00	84,581.35	24.48%
Category: 90 - Capital Outlay								
551-551-901-0000	IMPROVEMENTS TO BUILDING - TACONI	0.00	0.00	0.00	8,500.00	0.00	-8,500.00	0.00 %
Category: 90 - Capital Outlay Total:		0.00	0.00	0.00	8,500.00	0.00	-8,500.00	0.00%
Department: 551 - TACONI RECREATIONAL FACILITY Total:		112,000.00	112,000.00	3,396.06	35,318.65	600.00	76,081.35	32.07%
Total Revenues		164,017.00	164,017.00	13,280.20	98,596.60	0.00	-65,420.40	60.11%
Total Expenses		112,000.00	112,000.00	3,396.06	35,318.65	600.00	76,081.35	32.07%
Fund: 551 - TACONI BUILDING Surplus (Deficit):		52,017.00	52,017.00	9,884.14	63,277.95	-600.00	10,660.95	120.50%
Fund: 650 - PAYROLL CLEARING								
Department: 001 - GENERAL								
Category: 34 - Miscellaneous								
650-001-340-0000	INTEREST EARNED	0.00	0.00	0.00	7,814.14	0.00	7,814.14	0.00 %
Category: 34 - Miscellaneous Total:		0.00	0.00	0.00	7,814.14	0.00	7,814.14	0.00%
Category: 35 - Miscellaneous								
650-001-359-0000	OTHER INCOME	0.00	0.00	0.00	2.99	0.00	2.99	0.00 %
Category: 35 - Miscellaneous Total:		0.00	0.00	0.00	2.99	0.00	2.99	0.00%
Category: 40 - Personnel Services								
650-001-482-0000	FLEX PLAN	0.00	0.00	92.00	464.36	0.00	-464.36	0.00 %
Category: 40 - Personnel Services Total:		0.00	0.00	92.00	464.36	0.00	-464.36	0.00%
Department: 001 - GENERAL Surplus (Deficit):		0.00	0.00	-92.00	7,352.77	0.00	7,352.77	0.00%
Total Revenues		0.00	0.00	0.00	7,817.13	0.00	7,817.13	0.00%
Total Expenses		0.00	0.00	92.00	464.36	0.00	-464.36	0.00%
Fund: 650 - PAYROLL CLEARING Surplus (Deficit):		0.00	0.00	-92.00	7,352.77	0.00	7,352.77	0.00%

Budget Report

For Fiscal: 2022 - 2023 Period Ending: 04/30/2023

	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Percent Used
Fund: 651 - FLEXIBLE MEDICAL SPENDING							
Department: 001 - GENERAL							
Category: 34 - Miscellaneous							
651-001-340-0000 INTEREST EARNED	0.00	0.00	0.00	161.10	0.00	161.10	0.00 %
Category: 34 - Miscellaneous Total:	0.00	0.00	0.00	161.10	0.00	161.10	0.00%
Department: 001 - GENERAL Total:	0.00	0.00	0.00	161.10	0.00	161.10	0.00%
Total Revenues	0.00	0.00	0.00	161.10	0.00	161.10	0.00%
Total Expenses	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
Fund: 651 - FLEXIBLE MEDICAL SPENDING Total:	0.00	0.00	0.00	161.10	0.00	161.10	0.00%
Report Surplus (Deficit):	730,503.07	-436,817.18	-215,534.84	3,097,251.53	-2,193,236.07	1,340,832.64	-206.96%

Group Summary

Categor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Percent Used
Fund: 001 - GENERAL							
Department: 001 - GENERAL							
20 - Taxes	4,881,514.78	4,881,514.78	153,473.87	4,353,860.76	0.00	-527,654.02	89.19%
21 - Other Taxes	1,254,685.00	1,254,685.00	9,450.00	800,793.51	0.00	-453,891.49	63.82%
22 - Licenses and Permits	323,000.00	323,000.00	38,218.31	241,408.74	0.00	-81,591.26	74.74%
23 - Intergovernmental Revenues	6,036,900.00	6,036,900.00	505,135.14	4,081,393.59	0.00	-1,955,506.41	67.61%
28 - Charges for Government Services	12,000.00	12,000.00	1,000.00	8,000.00	0.00	-4,000.00	66.67%
31 - Culture and Recreation	325,000.00	325,000.00	26,460.50	205,026.97	0.00	-119,973.03	63.09%
33 - Fines and Forfeits	622,000.00	422,000.00	22,709.00	157,273.90	0.00	-264,726.10	37.27%
34 - Miscellaneous	1,054,092.00	1,254,092.00	6,490.00	986,836.61	0.00	-267,255.39	78.69%
35 - Miscellaneous	354,500.00	354,500.00	-38,202.37	84,468.87	0.00	-270,031.13	23.83%
38 - Transfers and Non Revenue Receipts	1,815,564.00	1,815,564.00	0.00	47,939.00	0.00	-1,767,625.00	2.64%
Department: 001 - GENERAL Total:	16,679,255.78	16,679,255.78	724,734.45	10,967,001.95	0.00	-5,712,253.83	65.75%
Department: 100 - Board of Aldermen							
40 - Personnel Services	148,916.00	148,650.00	12,354.49	86,407.93	0.00	62,242.07	58.13%
60 - Contractual Services	65,833.00	121,558.00	9,399.53	90,749.40	0.00	30,808.60	74.66%
70 - Grants, Subsidies, & Allocations	64,000.00	64,000.00	0.00	230.00	142.08	63,627.92	0.58%
90 - Capital Outlay	42,000.00	45,759.73	1,670.00	11,165.23	1,600.00	32,994.50	27.90%
95 - Transfers Out	220,000.00	220,000.00	0.00	200,000.00	0.00	20,000.00	90.91%
Department: 100 - Board of Aldermen Total:	540,749.00	599,967.73	23,424.02	388,552.56	1,742.08	209,673.09	65.05%
Department: 110 - COURT DEPARTMENT							
40 - Personnel Services	240,303.00	239,895.00	21,174.72	126,912.33	0.00	112,982.67	52.90%
50 - Supplies	5,940.00	5,940.00	1,746.74	2,250.32	0.00	3,689.68	37.88%
60 - Contractual Services	17,832.00	109,851.00	273.24	3,488.79	93,481.54	12,880.67	88.27%
Department: 110 - COURT DEPARTMENT Total:	264,075.00	355,686.00	23,194.70	132,651.44	93,481.54	129,553.02	63.58%
Department: 120 - EXECUTIVE MAYOR							
40 - Personnel Services	177,721.00	179,688.00	11,872.38	102,536.19	0.00	77,151.81	57.06%
50 - Supplies	7,300.00	7,700.00	1,377.31	4,651.12	302.01	2,746.87	64.33%
60 - Contractual Services	329,457.00	386,157.00	31,011.20	162,844.07	0.00	223,312.93	42.17%
70 - Grants, Subsidies, & Allocations	5,000.00	5,000.00	0.00	2,882.95	276.00	1,841.05	63.18%
90 - Capital Outlay	0.00	28,020.00	0.00	28,020.00	0.00	0.00	100.00%
Department: 120 - EXECUTIVE MAYOR Total:	519,478.00	606,565.00	44,260.89	300,934.33	578.01	305,052.66	49.71%
Department: 140 - SUPERVISION & FINANCE							
40 - Personnel Services	221,356.00	220,898.00	16,760.86	126,459.09	0.00	94,438.91	57.25%
50 - Supplies	10,170.00	10,170.00	1,046.24	4,722.24	36.77	5,410.99	46.79%
60 - Contractual Services	539,430.00	569,936.00	26,547.01	279,354.63	114,074.43	176,506.94	69.03%
90 - Capital Outlay	43,000.00	13,000.00	0.00	0.00	0.00	13,000.00	0.00%
Department: 140 - SUPERVISION & FINANCE Total:	813,956.00	814,004.00	44,354.11	410,535.96	114,111.20	289,356.84	64.45%

Budget Report

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Categor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Percent Used
Department: 180 - HUMAN RESOURCES							
40 - Personnel Services	96,857.00	96,857.00	7,480.91	55,572.11	0.00	41,284.89	57.38%
50 - Supplies	880.00	880.00	173.98	291.61	0.00	588.39	33.14%
60 - Contractual Services	466,957.00	651,120.00	2,047.42	276,236.47	317.80	374,565.73	42.47%
Department: 180 - HUMAN RESOURCES Total:	564,694.00	748,857.00	9,702.31	332,100.19	317.80	416,439.01	44.39%
Department: 181 - CIVIL SERVICE							
40 - Personnel Services	5,866.00	5,853.00	0.00	2,644.81	0.00	3,208.19	45.19%
50 - Supplies	3,500.00	3,500.00	0.00	0.00	0.00	3,500.00	0.00%
Department: 181 - CIVIL SERVICE Total:	9,366.00	9,353.00	0.00	2,644.81	0.00	6,708.19	28.28%
Department: 190 - PLANNING DEPARTMENT							
40 - Personnel Services	173,110.00	172,792.00	13,414.19	99,462.93	0.00	73,329.07	57.56%
50 - Supplies	2,230.00	2,230.00	288.75	1,538.85	0.00	691.15	69.01%
60 - Contractual Services	112,547.00	112,547.00	22,014.47	83,313.35	1,782.99	27,450.66	75.61%
Department: 190 - PLANNING DEPARTMENT Total:	287,887.00	287,569.00	35,717.41	184,315.13	1,782.99	101,470.88	64.71%
Department: 191 - BUILDING DEPARTMENT							
40 - Personnel Services	271,052.00	266,652.00	20,677.98	153,730.55	0.00	112,921.45	57.65%
50 - Supplies	7,210.00	7,210.00	45.44	3,087.12	1,198.08	2,924.80	59.43%
60 - Contractual Services	117,488.00	117,488.00	10,221.01	41,986.93	15,346.87	60,154.20	48.80%
90 - Capital Outlay	35,000.00	35,000.00	984.92	33,174.88	0.00	1,825.12	94.79%
Department: 191 - BUILDING DEPARTMENT Total:	430,750.00	426,350.00	31,929.35	231,979.48	16,544.95	177,825.57	58.29%
Department: 193 - SENIOR CITIZEN CENTER							
60 - Contractual Services	24,000.00	24,000.00	440.33	4,081.37	0.00	19,918.63	17.01%
Department: 193 - SENIOR CITIZEN CENTER Total:	24,000.00	24,000.00	440.33	4,081.37	0.00	19,918.63	17.01%
Department: 194 - COMMUNITY CENTER							
60 - Contractual Services	30,700.00	30,700.00	526.57	21,875.45	669.50	8,155.05	73.44%
Department: 194 - COMMUNITY CENTER Total:	30,700.00	30,700.00	526.57	21,875.45	669.50	8,155.05	73.44%
Department: 195 - CIVIC CENTER							
60 - Contractual Services	63,700.00	63,700.00	1,512.38	21,695.27	925.06	41,079.67	35.51%
90 - Capital Outlay	0.00	69,069.18	0.00	60,057.23	8,950.00	61.95	99.91%
Department: 195 - CIVIC CENTER Total:	63,700.00	132,769.18	1,512.38	81,752.50	9,875.06	41,141.62	69.01%
Department: 196 - MARY C O'KEEFE							
34 - Miscellaneous	24,900.00	24,900.00	5,244.45	23,353.04	0.00	-1,546.96	93.79%
38 - Transfers and Non Revenue Receipts	0.00	0.00	0.00	100.55	0.00	100.55	0.00%
40 - Personnel Services	138,336.00	125,260.00	9,717.38	66,834.75	0.00	58,425.25	53.36%
50 - Supplies	16,050.00	19,050.00	4,370.36	11,761.97	1,644.05	5,643.98	70.37%
60 - Contractual Services	142,180.00	152,180.00	10,662.10	49,411.46	285.09	102,483.45	32.66%
90 - Capital Outlay	5,000.00	5,000.00	0.00	4,323.60	0.00	676.40	86.47%
Department: 196 - MARY C O'KEEFE Surplus (Deficit):	-276,666.00	-276,590.00	-19,505.39	-108,878.19	-1,929.14	165,782.67	40.06%

Budget Report

For Fiscal: 2022 - 2023 Period Ending: 04/30/2023

Categor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Percent Used
Department: 197 - OTHER CULTURAL							
60 - Contractual Services	2,420.00	2,420.00	97.38	945.00	0.00	1,475.00	39.05%
Department: 197 - OTHER CULTURAL Total:	2,420.00	2,420.00	97.38	945.00	0.00	1,475.00	39.05%
Department: 200 - POLICE DEPARTMENT							
40 - Personnel Services	3,676,650.00	3,624,428.00	261,571.34	2,021,175.30	0.00	1,603,252.70	55.77%
50 - Supplies	451,080.00	451,080.00	43,163.45	179,300.26	68,416.35	203,363.39	54.92%
60 - Contractual Services	768,339.00	746,932.00	15,448.05	245,225.04	376,851.31	124,855.65	83.28%
Department: 200 - POLICE DEPARTMENT Total:	4,896,069.00	4,822,440.00	320,182.84	2,445,700.60	445,267.66	1,931,471.74	59.95%
Department: 260 - FIRE DEPARTMENT							
40 - Personnel Services	2,433,795.00	2,479,398.00	191,761.19	1,387,317.99	0.00	1,092,080.01	55.95%
50 - Supplies	106,700.00	106,700.00	4,874.24	52,246.08	3,011.59	51,442.33	51.79%
60 - Contractual Services	243,289.00	243,289.00	13,084.21	63,062.25	1,912.65	178,314.10	26.71%
90 - Capital Outlay	33,500.00	55,500.00	0.00	54,069.86	0.00	1,430.14	97.42%
Department: 260 - FIRE DEPARTMENT Total:	2,817,284.00	2,884,887.00	209,719.64	1,556,696.18	4,924.24	1,323,266.58	54.13%
Department: 268 - EMERGENCY MANAGEMENT							
50 - Supplies	1,000.00	1,000.00	0.00	0.00	0.00	1,000.00	0.00%
60 - Contractual Services	8,600.00	8,600.00	0.00	0.00	0.00	8,600.00	0.00%
Department: 268 - EMERGENCY MANAGEMENT Total:	9,600.00	9,600.00	0.00	0.00	0.00	9,600.00	0.00%
Department: 300 - PUBLIC WORKS ADMINISTRATION							
40 - Personnel Services	101,850.00	129,871.00	4,061.96	53,088.33	0.00	76,782.67	40.88%
50 - Supplies	49,600.00	49,800.00	3,599.40	24,548.58	6,239.40	19,012.02	61.82%
60 - Contractual Services	37,350.00	49,359.00	4,643.11	26,205.40	6,209.63	16,943.97	65.67%
90 - Capital Outlay	0.00	16,000.00	0.00	0.00	0.00	16,000.00	0.00%
Department: 300 - PUBLIC WORKS ADMINISTRATION Total:	188,800.00	245,030.00	12,304.47	103,842.31	12,449.03	128,738.66	47.46%
Department: 301 - STREET DEPARTMENT							
40 - Personnel Services	629,023.00	664,401.00	37,926.26	361,796.48	0.00	302,604.52	54.45%
50 - Supplies	351,000.00	353,755.00	38,646.20	170,227.78	51,749.52	131,777.70	62.75%
60 - Contractual Services	801,950.00	801,950.00	46,915.22	358,406.87	2,550.68	440,992.45	45.01%
90 - Capital Outlay	175,000.00	213,754.50	1,193.64	62,096.91	130,010.09	21,647.50	89.87%
Department: 301 - STREET DEPARTMENT Total:	1,956,973.00	2,033,860.50	124,681.32	952,528.04	184,310.29	897,022.17	55.90%
Department: 350 - CENTRAL SHOP							
40 - Personnel Services	93,852.00	92,357.00	4,655.06	50,941.85	0.00	41,415.15	55.16%
50 - Supplies	7,850.00	9,850.00	1,047.66	7,312.51	5,959.99	-3,422.50	134.75%
60 - Contractual Services	6,800.00	6,800.00	425.87	3,319.24	1,767.44	1,713.32	74.80%
90 - Capital Outlay	4,300.00	4,805.00	0.00	0.00	0.00	4,805.00	0.00%
Department: 350 - CENTRAL SHOP Total:	112,802.00	113,812.00	6,128.59	61,573.60	7,727.43	44,510.97	60.89%
Department: 351 - MAINTENANCE							
40 - Personnel Services	102,946.00	100,607.00	6,804.14	50,339.95	0.00	50,267.05	50.04%
50 - Supplies	7,500.00	7,500.00	194.21	4,020.26	1,826.77	1,652.97	77.96%

Budget Report

For Fiscal: 2022 - 2023 Period Ending: 04/30/2023

Categor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Percent Used
60 - Contractual Services	864.00	864.00	0.00	0.00	0.00	864.00	0.00%
Department: 351 - MAINTENANCE Total:	111,310.00	108,971.00	6,998.35	54,360.21	1,826.77	52,784.02	51.56%
Department: 352 - DRAINAGE DEPARTMENT							
40 - Personnel Services	241,957.00	235,616.00	17,843.96	133,291.22	0.00	102,324.78	56.57%
50 - Supplies	16,000.00	16,000.00	75.72	8,853.46	4,044.15	3,102.39	80.61%
60 - Contractual Services	35,420.00	52,920.00	55.42	34,815.43	10,154.50	7,950.07	84.98%
90 - Capital Outlay	280,000.00	317,010.00	50,896.70	156,728.15	62,007.46	98,274.39	69.00%
Department: 352 - DRAINAGE DEPARTMENT Total:	573,377.00	621,546.00	68,871.80	333,688.26	76,206.11	211,651.63	65.95%
Department: 353 - LANDSCAPING/BEAUTIFICATION							
40 - Personnel Services	139,746.00	141,555.00	7,272.33	74,485.07	0.00	67,069.93	52.62%
50 - Supplies	25,000.00	25,000.00	791.97	7,489.46	4,570.94	12,939.60	48.24%
60 - Contractual Services	25,000.00	25,000.00	0.00	0.00	0.00	25,000.00	0.00%
Department: 353 - LANDSCAPING/BEAUTIFICATION Total:	189,746.00	191,555.00	8,064.30	81,974.53	4,570.94	105,009.53	45.18%
Department: 550 - PARKS AND RECREATION							
40 - Personnel Services	1,329,128.00	1,295,952.00	90,199.07	711,104.46	0.00	584,847.54	54.87%
50 - Supplies	251,000.00	258,000.00	23,057.68	128,019.52	42,535.99	87,444.49	66.11%
60 - Contractual Services	307,120.00	314,358.00	27,889.66	166,795.72	6,784.03	140,778.25	55.22%
90 - Capital Outlay	104,000.00	115,000.00	38,244.85	66,730.76	44,862.99	3,406.25	97.04%
Department: 550 - PARKS AND RECREATION Total:	1,991,248.00	1,983,310.00	179,391.26	1,072,650.46	94,183.01	816,476.53	58.83%
Department: 552 - RYAN YOUTH CENTER							
60 - Contractual Services	3,000.00	3,000.00	0.00	0.00	0.00	3,000.00	0.00%
Department: 552 - RYAN YOUTH CENTER Total:	3,000.00	3,000.00	0.00	0.00	0.00	3,000.00	0.00%
Department: 999 - TRANSFER TO OTHER FUNDS							
95 - Transfers Out	0.00	285,250.00	0.00	560,688.63	0.00	-275,438.63	196.56%
Department: 999 - TRANSFER TO OTHER FUNDS Total:	0.00	285,250.00	0.00	560,688.63	0.00	-275,438.63	196.56%
Total Revenues	16,704,155.78	16,704,155.78	729,978.90	10,990,455.54	0.00	-5,713,700.24	65.79%
Total Expenses	16,703,550.00	17,642,992.41	1,176,251.86	9,448,402.82	1,072,497.75	7,122,091.84	59.63%
Fund: 001 - GENERAL Surplus (Deficit):	605.78	-938,836.63	-446,272.96	1,542,052.72	-1,072,497.75	1,408,391.60	-50.01%
Fund: 002 - JACKSON CO. ROAD/ DRAINAGE FUND							
Department: 001 - GENERAL							
23 - Intergovernmental Revenues	0.00	0.00	0.00	15,392.40	0.00	15,392.40	0.00%
Department: 001 - GENERAL Surplus (Deficit):	0.00	0.00	0.00	15,392.40	0.00	15,392.40	0.00%

Budget Report

For Fiscal: 2022 - 2023 Period Ending: 04/30/2023

Categor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Percent Used
Department: 301 - STREET DEPARTMENT							
50 - Supplies	0.00	0.00	15,392.40	15,392.40	0.00	-15,392.40	0.00%
Department: 301 - STREET DEPARTMENT Total:	0.00	0.00	15,392.40	15,392.40	0.00	-15,392.40	0.00%
Total Revenues	0.00	0.00	0.00	15,392.40	0.00	15,392.40	0.00%
Total Expenses	0.00	0.00	15,392.40	15,392.40	0.00	-15,392.40	0.00%
Fund: 002 - JACKSON CO. ROAD/ DRAINAGE FUND Surplus (Deficit):	0.00	0.00	-15,392.40	0.00	0.00	0.00	0.00%
Fund: 003 - CREDIT CARD FEES							
Department: 001 - GENERAL							
34 - Miscellaneous	0.00	0.00	0.00	60.43	0.00	60.43	0.00%
60 - Contractual Services	0.00	0.00	0.00	1,681.58	0.00	-1,681.58	0.00%
Department: 001 - GENERAL Surplus (Deficit):	0.00	0.00	0.00	-1,621.15	0.00	-1,621.15	0.00%
Total Revenues	0.00	0.00	0.00	60.43	0.00	60.43	0.00%
Total Expenses	0.00	0.00	0.00	1,681.58	0.00	-1,681.58	0.00%
Fund: 003 - CREDIT CARD FEES Surplus (Deficit):	0.00	0.00	0.00	-1,621.15	0.00	-1,621.15	0.00%
Fund: 004 - INSURANCE DIVERSION FUNDS							
Department: 001 - GENERAL							
33 - Fines and Forfeits	0.00	0.00	15,862.50	170,965.00	0.00	170,965.00	0.00%
38 - Transfers and Non Revenue Receipts	0.00	0.00	0.00	275,438.63	0.00	275,438.63	0.00%
Department: 001 - GENERAL Surplus (Deficit):	0.00	0.00	15,862.50	446,403.63	0.00	446,403.63	0.00%
Total Revenues	0.00	0.00	15,862.50	446,403.63	0.00	446,403.63	0.00%
Total Expenses	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
Fund: 004 - INSURANCE DIVERSION FUNDS Surplus (Deficit):	0.00	0.00	15,862.50	446,403.63	0.00	446,403.63	0.00%
Fund: 005 - PUBLIC WORKS FACILITY							
Department: 001 - GENERAL							
38 - Transfers and Non Revenue Receipts	0.00	570,500.00	0.00	570,500.00	0.00	0.00	100.00%
Department: 001 - GENERAL Surplus (Deficit):	0.00	570,500.00	0.00	570,500.00	0.00	0.00	100.00%
Department: 300 - PUBLIC WORKS ADMINISTRATION							
90 - Capital Outlay	0.00	0.00	0.00	570,500.00	0.00	-570,500.00	0.00%
Department: 300 - PUBLIC WORKS ADMINISTRATION Total:	0.00	0.00	0.00	570,500.00	0.00	-570,500.00	0.00%
Total Revenues	0.00	570,500.00	0.00	570,500.00	0.00	0.00	100.00%
Total Expenses	0.00	0.00	0.00	570,500.00	0.00	-570,500.00	0.00%
Fund: 005 - PUBLIC WORKS FACILITY Surplus (Deficit):	0.00	570,500.00	0.00	0.00	0.00	-570,500.00	0.00%
Fund: 006 - MS VIETNAM MEMORIAL FUND							
Department: 001 - GENERAL							
34 - Miscellaneous	0.00	0.00	0.00	1,000.00	0.00	1,000.00	0.00%
Department: 001 - GENERAL Surplus (Deficit):	0.00	0.00	0.00	1,000.00	0.00	1,000.00	0.00%

Budget Report

For Fiscal: 2022 - 2023 Period Ending: 04/30/2023

Categor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Percent Used
Department: 120 - EXECUTIVE MAYOR							
50 - Supplies	0.00	0.00	0.00	206.77	0.00	-206.77	0.00%
Department: 120 - EXECUTIVE MAYOR Total:	0.00	0.00	0.00	206.77	0.00	-206.77	0.00%
Total Revenues	0.00	0.00	0.00	1,000.00	0.00	1,000.00	0.00%
Total Expenses	0.00	0.00	0.00	206.77	0.00	-206.77	0.00%
Fund: 006 - MS VIETNAM MEMORIAL FUND Surplus (Deficit):	0.00	0.00	0.00	793.23	0.00	793.23	0.00%
Fund: 007 - TOURISM FUND							
Department: 001 - GENERAL							
21 - Other Taxes	66,000.00	66,000.00	6,419.02	44,200.11	0.00	-21,799.89	66.97%
Department: 001 - GENERAL Surplus (Deficit):	66,000.00	66,000.00	6,419.02	44,200.11	0.00	-21,799.89	66.97%
Department: 140 - SUPERVISION & FINANCE							
50 - Supplies	0.00	56,000.00	2,560.98	36,810.64	80.00	19,109.36	65.88%
Department: 140 - SUPERVISION & FINANCE Total:	0.00	56,000.00	2,560.98	36,810.64	80.00	19,109.36	65.88%
Department: 650 - ECONOMIC DEVELOPMENT & ASSISTC							
60 - Contractual Services	8,600.00	25,579.00	1,050.00	14,707.50	0.00	10,871.50	57.50%
70 - Grants, Subsidies, & Allocations	30,000.00	34,185.00	0.00	35,125.60	0.00	-940.60	102.75%
Department: 650 - ECONOMIC DEVELOPMENT & ASSISTC Total:	38,600.00	59,764.00	1,050.00	49,833.10	0.00	9,930.90	83.38%
Total Revenues	66,000.00	66,000.00	6,419.02	44,200.11	0.00	-21,799.89	66.97%
Total Expenses	38,600.00	115,764.00	3,610.98	86,643.74	80.00	29,040.26	74.91%
Fund: 007 - TOURISM FUND Surplus (Deficit):	27,400.00	-49,764.00	2,808.04	-42,443.63	-80.00	7,240.37	85.45%
Fund: 008 - FOOD AND BEVERAGE TAX 2%							
Department: 001 - GENERAL							
21 - Other Taxes	1,600,000.00	1,600,000.00	176,141.96	1,181,343.24	0.00	-418,656.76	73.83%
35 - Miscellaneous	0.00	0.00	0.00	901.25	0.00	901.25	0.00%
38 - Transfers and Non Revenue Receipts	950,000.00	950,000.00	0.00	0.00	0.00	-950,000.00	0.00%
Department: 001 - GENERAL Surplus (Deficit):	2,550,000.00	2,550,000.00	176,141.96	1,182,244.49	0.00	-1,367,755.51	46.36%
Department: 255 - PUBLIC SAFETY CENTER							
90 - Capital Outlay	131,000.00	279,750.00	0.00	108,564.37	12,584.00	158,601.63	43.31%
Department: 255 - PUBLIC SAFETY CENTER Total:	131,000.00	279,750.00	0.00	108,564.37	12,584.00	158,601.63	43.31%
Department: 260 - FIRE DEPARTMENT							
90 - Capital Outlay	300,000.00	369,792.36	0.00	37,630.94	32,161.42	300,000.00	18.87%
Department: 260 - FIRE DEPARTMENT Total:	300,000.00	369,792.36	0.00	37,630.94	32,161.42	300,000.00	18.87%
Department: 550 - PARKS AND RECREATION							
60 - Contractual Services	233,786.00	233,786.00	6,300.00	123,012.83	0.00	110,773.17	52.62%
70 - Grants, Subsidies, & Allocations	125,000.00	125,000.00	0.00	0.00	0.00	125,000.00	0.00%
90 - Capital Outlay	536,000.00	574,162.48	33,408.10	91,493.66	12,035.60	470,633.22	18.03%
Department: 550 - PARKS AND RECREATION Total:	894,786.00	932,948.48	39,708.10	214,506.49	12,035.60	706,406.39	24.28%

Budget Report

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Categor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Percent Used
Department: 553 - BEACHES							
90 - Capital Outlay	10,000.00	10,000.00	0.00	0.00	0.00	10,000.00	0.00%
Department: 553 - BEACHES Total:	10,000.00	10,000.00	0.00	0.00	0.00	10,000.00	0.00%
Department: 554 - MARY C O'KEEFE CENTER							
90 - Capital Outlay	15,000.00	15,000.00	4,806.71	4,806.71	0.00	10,193.29	32.04%
Department: 554 - MARY C O'KEEFE CENTER Total:	15,000.00	15,000.00	4,806.71	4,806.71	0.00	10,193.29	32.04%
Department: 557 - OS DOG PARK							
90 - Capital Outlay	3,800.00	3,800.00	0.00	0.00	0.00	3,800.00	0.00%
Department: 557 - OS DOG PARK Total:	3,800.00	3,800.00	0.00	0.00	0.00	3,800.00	0.00%
Department: 650 - ECONOMIC DEVELOPMENT & ASSISTC							
60 - Contractual Services	52,000.00	52,000.00	0.00	40,000.00	0.00	12,000.00	76.92%
90 - Capital Outlay	40,000.00	45,000.00	19,511.66	34,529.43	6,175.41	4,295.16	90.46%
Department: 650 - ECONOMIC DEVELOPMENT & ASSISTC Total:	92,000.00	97,000.00	19,511.66	74,529.43	6,175.41	16,295.16	83.20%
Department: 800 - DEBT SERVICE							
80 - Debt Service	655,645.00	655,645.00	0.00	66,872.50	0.00	588,772.50	10.20%
Department: 800 - DEBT SERVICE Total:	655,645.00	655,645.00	0.00	66,872.50	0.00	588,772.50	10.20%
Department: 999 - TRANSFER TO OTHER FUNDS							
95 - Transfers Out	106,300.00	126,950.00	0.00	106,300.00	0.00	20,650.00	83.73%
Department: 999 - TRANSFER TO OTHER FUNDS Total:	106,300.00	126,950.00	0.00	106,300.00	0.00	20,650.00	83.73%
Total Revenues	2,550,000.00	2,550,000.00	176,141.96	1,182,244.49	0.00	-1,367,755.51	46.36%
Total Expenses	2,208,531.00	2,490,885.84	64,026.47	613,210.44	62,956.43	1,814,718.97	27.15%
Fund: 008 - FOOD AND BEVERAGE TAX 2% Surplus (Deficit):	341,469.00	59,114.16	112,115.49	569,034.05	-62,956.43	446,963.46	856.10%
Fund: 010 - FESTIVALS							
Department: 001 - GENERAL							
23 - Intergovernmental Revenues	0.00	0.00	0.00	4,000.00	0.00	4,000.00	0.00%
34 - Miscellaneous	0.00	0.00	3,256.02	3,256.02	-936.95	2,319.07	0.00%
35 - Miscellaneous	15,000.00	15,000.00	0.00	3,200.00	0.00	-11,800.00	21.33%
38 - Transfers and Non Revenue Receipts	51,300.00	71,950.00	0.00	51,300.00	0.00	-20,650.00	71.30%
Department: 001 - GENERAL Surplus (Deficit):	66,300.00	86,950.00	3,256.02	61,756.02	-936.95	-26,130.93	69.95%
Department: 140 - SUPERVISION & FINANCE							
50 - Supplies	1,000.00	2,000.00	0.00	1,495.72	0.00	504.28	74.79%
60 - Contractual Services	5,000.00	5,000.00	416.67	2,916.69	0.00	2,083.31	58.33%
70 - Grants, Subsidies, & Allocations	60,300.00	80,950.00	744.91	36,916.70	1,853.27	42,180.03	47.89%
Department: 140 - SUPERVISION & FINANCE Total:	66,300.00	87,950.00	1,161.58	41,329.11	1,853.27	44,767.62	49.10%
Total Revenues	66,300.00	86,950.00	3,256.02	61,756.02	-936.95	-26,130.93	69.95%
Total Expenses	66,300.00	87,950.00	1,161.58	41,329.11	1,853.27	44,767.62	49.10%
Fund: 010 - FESTIVALS Surplus (Deficit):	0.00	-1,000.00	2,094.44	20,426.91	-2,790.22	18,636.69	-1,763.67%

Budget Report

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Categor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Percent Used
Fund: 020 - KEEP OS BEAUTIFUL							
Department: 121 - KEEP OS BEAUTIFUL							
50 - Supplies	0.00	0.00	0.00	71.14	0.00	-71.14	0.00%
Department: 121 - KEEP OS BEAUTIFUL Total:	0.00	0.00	0.00	71.14	0.00	-71.14	0.00%
Total Revenues	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
Total Expenses	0.00	0.00	0.00	71.14	0.00	-71.14	0.00%
Fund: 020 - KEEP OS BEAUTIFUL Total:	0.00	0.00	0.00	71.14	0.00	-71.14	0.00%
Fund: 040 - BELLANDE/EVERGREEN CEMETERIES							
Department: 001 - GENERAL							
34 - Miscellaneous	45,000.00	45,000.00	3,000.00	10,605.00	0.00	-34,395.00	23.57%
Department: 001 - GENERAL Surplus (Deficit):	45,000.00	45,000.00	3,000.00	10,605.00	0.00	-34,395.00	23.57%
Department: 140 - SUPERVISION & FINANCE							
60 - Contractual Services	5,700.00	5,700.00	52.00	706.50	0.00	4,993.50	12.39%
Department: 140 - SUPERVISION & FINANCE Total:	5,700.00	5,700.00	52.00	706.50	0.00	4,993.50	12.39%
Total Revenues	45,000.00	45,000.00	3,000.00	10,605.00	0.00	-34,395.00	23.57%
Total Expenses	5,700.00	5,700.00	52.00	706.50	0.00	4,993.50	12.39%
Fund: 040 - BELLANDE/EVERGREEN CEMETERIES Surplus (Deficit):	39,300.00	39,300.00	2,948.00	9,898.50	0.00	-29,401.50	25.19%
Fund: 100 - MODERNIZATION USE TAX							
Department: 001 - GENERAL							
23 - Intergovernmental Revenues	0.00	0.00	0.00	784,692.20	0.00	784,692.20	0.00%
Department: 001 - GENERAL Surplus (Deficit):	0.00	0.00	0.00	784,692.20	0.00	784,692.20	0.00%
Department: 301 - STREET DEPARTMENT							
60 - Contractual Services	0.00	0.00	23,026.00	322,863.80	0.00	-322,863.80	0.00%
Department: 301 - STREET DEPARTMENT Total:	0.00	0.00	23,026.00	322,863.80	0.00	-322,863.80	0.00%
Total Revenues	0.00	0.00	0.00	784,692.20	0.00	784,692.20	0.00%
Total Expenses	0.00	0.00	23,026.00	322,863.80	0.00	-322,863.80	0.00%
Fund: 100 - MODERNIZATION USE TAX Surplus (Deficit):	0.00	0.00	-23,026.00	461,828.40	0.00	461,828.40	0.00%
Fund: 101 - LIBRARY							
Department: 001 - GENERAL							
20 - Taxes	230,209.00	230,209.00	7,113.68	207,019.12	0.00	-23,189.88	89.93%
Department: 001 - GENERAL Surplus (Deficit):	230,209.00	230,209.00	7,113.68	207,019.12	0.00	-23,189.88	89.93%
Department: 510 - JACKSON-GEORGE REGIONL LIBRARY							
60 - Contractual Services	221,634.00	221,634.00	12,550.00	98,966.23	150.00	122,517.77	44.72%

Budget Report

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Categor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Percent Used
90 - Capital Outlay	8,000.00	8,000.00	0.00	0.00	0.00	8,000.00	0.00%
Department: 510 - JACKSON-GEORGE REGIONL LIBRARY Total:	229,634.00	229,634.00	12,550.00	98,966.23	150.00	130,517.77	43.16%
Total Revenues	230,209.00	230,209.00	7,113.68	207,019.12	0.00	-23,189.88	89.93%
Total Expenses	229,634.00	229,634.00	12,550.00	98,966.23	150.00	130,517.77	43.16%
Fund: 101 - LIBRARY Surplus (Deficit):	575.00	575.00	-5,436.32	108,052.89	-150.00	107,327.89	18,765.72%
Fund: 102 - SPECIAL PD FINES & FORFEITURES							
Department: 001 - GENERAL							
36 - Charges for Services	10,000.00	10,000.00	0.00	45,688.67	0.00	35,688.67	456.89%
Department: 001 - GENERAL Surplus (Deficit):	10,000.00	10,000.00	0.00	45,688.67	0.00	35,688.67	456.89%
Department: 200 - POLICE DEPARTMENT							
60 - Contractual Services	10,000.00	10,000.00	0.00	0.00	0.00	10,000.00	0.00%
Department: 200 - POLICE DEPARTMENT Total:	10,000.00	10,000.00	0.00	0.00	0.00	10,000.00	0.00%
Total Revenues	10,000.00	10,000.00	0.00	45,688.67	0.00	35,688.67	456.89%
Total Expenses	10,000.00	10,000.00	0.00	0.00	0.00	10,000.00	0.00%
Fund: 102 - SPECIAL PD FINES & FORFEITURES Surplus (Deficit):	0.00	0.00	0.00	45,688.67	0.00	45,688.67	0.00%
Fund: 103 - TASK FORCE							
Department: 001 - GENERAL							
33 - Fines and Forfeits	10,000.00	10,000.00	0.00	45,000.00	0.00	35,000.00	450.00%
38 - Transfers and Non Revenue Receipts	61,000.00	61,000.00	0.00	0.00	0.00	-61,000.00	0.00%
Department: 001 - GENERAL Surplus (Deficit):	71,000.00	71,000.00	0.00	45,000.00	0.00	-26,000.00	63.38%
Department: 200 - POLICE DEPARTMENT							
50 - Supplies	12,000.00	12,000.00	0.00	0.00	0.00	12,000.00	0.00%
90 - Capital Outlay	0.00	0.00	0.00	148,816.00	0.00	-148,816.00	0.00%
Department: 200 - POLICE DEPARTMENT Total:	12,000.00	12,000.00	0.00	148,816.00	0.00	-136,816.00	1,240.13%
Total Revenues	71,000.00	71,000.00	0.00	45,000.00	0.00	-26,000.00	63.38%
Total Expenses	12,000.00	12,000.00	0.00	148,816.00	0.00	-136,816.00	1,240.13%
Fund: 103 - TASK FORCE Surplus (Deficit):	59,000.00	59,000.00	0.00	-103,816.00	0.00	-162,816.00	-175.96%
Fund: 104 - AMERICAN RESCUE PLAN (ARPA) FUNDS							
Department: 330 - GRANT ACTIVITY							
34 - Miscellaneous	0.00	0.00	0.00	77,208.98	0.00	77,208.98	0.00%
Department: 330 - GRANT ACTIVITY Surplus (Deficit):	0.00	0.00	0.00	77,208.98	0.00	77,208.98	0.00%
Total Revenues	0.00	0.00	0.00	77,208.98	0.00	77,208.98	0.00%
Total Expenses	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
Fund: 104 - AMERICAN RESCUE PLAN (ARPA) FUNDS Surplus (Deficit):	0.00	0.00	0.00	77,208.98	0.00	77,208.98	0.00%

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Categor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Percent Used
Fund: 105 - MDAH RECORDS MANAGEMENT							
Department: 001 - GENERAL							
34 - Miscellaneous	0.00	0.00	133.00	202.00	0.00	202.00	0.00%
Department: 001 - GENERAL Surplus (Deficit):	0.00	0.00	133.00	202.00	0.00	202.00	0.00%
Total Revenues	0.00	0.00	133.00	202.00	0.00	202.00	0.00%
Total Expenses	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
Fund: 105 - MDAH RECORDS MANAGEMENT Surplus (Deficit):	0.00	0.00	133.00	202.00	0.00	202.00	0.00%
Fund: 120 - MUNICIPAL RESERVE FUND							
Department: 001 - GENERAL							
34 - Miscellaneous	0.00	0.00	0.00	24,898.59	0.00	24,898.59	0.00%
38 - Transfers and Non Revenue Receipts	0.00	0.00	0.00	200,000.00	0.00	200,000.00	0.00%
Department: 001 - GENERAL Surplus (Deficit):	0.00	0.00	0.00	224,898.59	0.00	224,898.59	0.00%
Total Revenues	0.00	0.00	0.00	224,898.59	0.00	224,898.59	0.00%
Total Expenses	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
Fund: 120 - MUNICIPAL RESERVE FUND Surplus (Deficit):	0.00	0.00	0.00	224,898.59	0.00	224,898.59	0.00%
Fund: 161 - FIRE PROTECTION							
Department: 001 - GENERAL							
21 - Other Taxes	106,123.00	106,123.00	0.00	0.00	0.00	-106,123.00	0.00%
Department: 001 - GENERAL Surplus (Deficit):	106,123.00	106,123.00	0.00	0.00	0.00	-106,123.00	0.00%
Department: 800 - DEBT SERVICE							
80 - Debt Service	96,917.00	96,917.00	0.00	98,107.59	0.00	-1,190.59	101.23%
Department: 800 - DEBT SERVICE Total:	96,917.00	96,917.00	0.00	98,107.59	0.00	-1,190.59	101.23%
Total Revenues	106,123.00	106,123.00	0.00	0.00	0.00	-106,123.00	0.00%
Total Expenses	96,917.00	96,917.00	0.00	98,107.59	0.00	-1,190.59	101.23%
Fund: 161 - FIRE PROTECTION Surplus (Deficit):	9,206.00	9,206.00	0.00	-98,107.59	0.00	-107,313.59	-1,065.69%
Fund: 171 - HURRICANE IDA AUG 2021							
Department: 330 - GRANT ACTIVITY							
23 - Intergovernmental Revenues	0.00	0.00	0.00	37,897.44	0.00	37,897.44	0.00%
Department: 330 - GRANT ACTIVITY Surplus (Deficit):	0.00	0.00	0.00	37,897.44	0.00	37,897.44	0.00%
Department: 406 - CAT G - PARKS AND BEACH							
60 - Contractual Services	0.00	0.00	595.00	43,439.54	0.00	-43,439.54	0.00%
Department: 406 - CAT G - PARKS AND BEACH Total:	0.00	0.00	595.00	43,439.54	0.00	-43,439.54	0.00%
Total Revenues	0.00	0.00	0.00	37,897.44	0.00	37,897.44	0.00%
Total Expenses	0.00	0.00	595.00	43,439.54	0.00	-43,439.54	0.00%
Fund: 171 - HURRICANE IDA AUG 2021 Surplus (Deficit):	0.00	0.00	-595.00	-5,542.10	0.00	-5,542.10	0.00%

Budget Report

For Fiscal: 2022 - 2023 Period Ending: 04/30/2023

Categor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Percent Used
Fund: 174 - HURRICAN ZETA 10/28/2020							
Department: 405 - CAT F - UTILITIES							
50 - Supplies	0.00	0.00	3,900.00	14,045.58	2,080.00	-16,125.58	0.00%
Department: 405 - CAT F - UTILITIES Total:	0.00	0.00	3,900.00	14,045.58	2,080.00	-16,125.58	0.00%
Department: 406 - CAT G - PARKS AND BEACH							
50 - Supplies	0.00	0.00	0.00	3,600.00	0.00	-3,600.00	0.00%
Department: 406 - CAT G - PARKS AND BEACH Total:	0.00	0.00	0.00	3,600.00	0.00	-3,600.00	0.00%
Total Revenues	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
Total Expenses	0.00	0.00	3,900.00	17,645.58	2,080.00	-19,725.58	0.00%
Fund: 174 - HURRICAN ZETA 10/28/2020 Total:	0.00	0.00	3,900.00	17,645.58	2,080.00	-19,725.58	0.00%
Fund: 200 - GENERAL OBLIGATIONS							
Department: 001 - GENERAL							
20 - Taxes	998,267.00	998,267.00	30,845.52	897,697.36	0.00	-100,569.64	89.93%
Department: 001 - GENERAL Surplus (Deficit):	998,267.00	998,267.00	30,845.52	897,697.36	0.00	-100,569.64	89.93%
Department: 800 - DEBT SERVICE							
80 - Debt Service	797,490.00	797,490.00	0.00	1,155,931.55	0.00	-358,441.55	144.95%
Department: 800 - DEBT SERVICE Total:	797,490.00	797,490.00	0.00	1,155,931.55	0.00	-358,441.55	144.95%
Total Revenues	998,267.00	998,267.00	30,845.52	897,697.36	0.00	-100,569.64	89.93%
Total Expenses	797,490.00	797,490.00	0.00	1,155,931.55	0.00	-358,441.55	144.95%
Fund: 200 - GENERAL OBLIGATIONS Surplus (Deficit):	200,777.00	200,777.00	30,845.52	-258,234.19	0.00	-459,011.19	-128.62%
Fund: 301 - MS DEPT OF ARCHIVES & HISTORY CLG							
Department: 001 - GENERAL							
23 - Intergovernmental Revenues	0.00	20,300.00	0.00	0.00	0.00	-20,300.00	0.00%
Department: 001 - GENERAL Surplus (Deficit):	0.00	20,300.00	0.00	0.00	0.00	-20,300.00	0.00%
Department: 190 - PLANNING DEPARTMENT							
60 - Contractual Services	0.00	20,300.00	0.00	0.00	20,300.00	0.00	100.00%
Department: 190 - PLANNING DEPARTMENT Total:	0.00	20,300.00	0.00	0.00	20,300.00	0.00	100.00%
Department: 196 - MARY C O'KEEFE							
23 - Intergovernmental Revenues	0.00	0.00	0.00	7,500.00	0.00	7,500.00	0.00%
Department: 196 - MARY C O'KEEFE Surplus (Deficit):	0.00	0.00	0.00	7,500.00	0.00	7,500.00	0.00%
Department: 999 - TRANSFER TO OTHER FUNDS							
95 - Transfers Out	0.00	0.00	0.00	7,500.00	0.00	-7,500.00	0.00%
Department: 999 - TRANSFER TO OTHER FUNDS Total:	0.00	0.00	0.00	7,500.00	0.00	-7,500.00	0.00%
Total Revenues	0.00	20,300.00	0.00	7,500.00	0.00	-12,800.00	36.95%
Total Expenses	0.00	20,300.00	0.00	7,500.00	20,300.00	-7,500.00	136.95%
Fund: 301 - MS DEPT OF ARCHIVES & HISTORY CLG Surplus (Deficit):	0.00	0.00	0.00	0.00	-20,300.00	-20,300.00	0.00%

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For Fiscal: 2022 - 2023 Period Ending: 04/30/2023

Categor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Percent Used
Fund: 302 - NATIONAL HERITAGE - MARBLE SPRINGS							
Department: 330 - GRANT ACTIVITY							
50 - Supplies	0.00	0.00	0.00	27,145.73	2,932.47	-30,078.20	0.00%
60 - Contractual Services	0.00	0.00	0.00	0.00	3,600.00	-3,600.00	0.00%
Department: 330 - GRANT ACTIVITY Total:	0.00	0.00	0.00	27,145.73	6,532.47	-33,678.20	0.00%
Total Revenues	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
Total Expenses	0.00	0.00	0.00	27,145.73	6,532.47	-33,678.20	0.00%
Fund: 302 - NATIONAL HERITAGE - MARBLE SPRINGS Total:	0.00	0.00	0.00	27,145.73	6,532.47	-33,678.20	0.00%
Fund: 303 - TIDELANDS FY21-P412-01 - PORTER AVE							
Department: 001 - GENERAL							
23 - Intergovernmental Revenues	0.00	0.00	0.00	10,040.00	0.00	10,040.00	0.00%
Department: 001 - GENERAL Surplus (Deficit):	0.00	0.00	0.00	10,040.00	0.00	10,040.00	0.00%
Department: 330 - GRANT ACTIVITY							
90 - Capital Outlay	0.00	0.00	12,589.85	16,469.85	0.00	-16,469.85	0.00%
Department: 330 - GRANT ACTIVITY Total:	0.00	0.00	12,589.85	16,469.85	0.00	-16,469.85	0.00%
Total Revenues	0.00	0.00	0.00	10,040.00	0.00	10,040.00	0.00%
Total Expenses	0.00	0.00	12,589.85	16,469.85	0.00	-16,469.85	0.00%
Fund: 303 - TIDELANDS FY21-P412-01 - PORTER AVE Surplus (Deficit):	0.00	0.00	-12,589.85	-6,429.85	0.00	-6,429.85	0.00%
Fund: 304 - FRONT BEACH MARINA							
Department: 330 - GRANT ACTIVITY							
23 - Intergovernmental Revenues	0.00	0.00	28,108.00	168,974.70	0.00	168,974.70	0.00%
60 - Contractual Services	0.00	0.00	0.00	168,974.70	0.00	-168,974.70	0.00%
Department: 330 - GRANT ACTIVITY Surplus (Deficit):	0.00	0.00	28,108.00	0.00	0.00	0.00	0.00%
Total Revenues	0.00	0.00	28,108.00	168,974.70	0.00	168,974.70	0.00%
Total Expenses	0.00	0.00	0.00	168,974.70	0.00	-168,974.70	0.00%
Fund: 304 - FRONT BEACH MARINA Surplus (Deficit):	0.00	0.00	28,108.00	0.00	0.00	0.00	0.00%
Fund: 308 - MDOT LPA 108084 - OS ROAD PHASE I							
Department: 330 - GRANT ACTIVITY							
23 - Intergovernmental Revenues	0.00	0.00	0.00	63,454.00	0.00	63,454.00	0.00%
90 - Capital Outlay	0.00	0.00	0.00	14,643.00	0.00	-14,643.00	0.00%
Department: 330 - GRANT ACTIVITY Surplus (Deficit):	0.00	0.00	0.00	48,811.00	0.00	48,811.00	0.00%
Total Revenues	0.00	0.00	0.00	63,454.00	0.00	63,454.00	0.00%
Total Expenses	0.00	0.00	0.00	14,643.00	0.00	-14,643.00	0.00%
Fund: 308 - MDOT LPA 108084 - OS ROAD PHASE I Surplus (Deficit):	0.00	0.00	0.00	48,811.00	0.00	48,811.00	0.00%

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Categor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Percent Used
Fund: 309 - MDOT DT TRAFFIC/TRAVEL/PARKING							
Department: 001 - GENERAL							
23 - Intergovernmental Revenues	0.00	0.00	0.00	12,187.31	0.00	12,187.31	0.00%
Department: 001 - GENERAL Surplus (Deficit):	0.00	0.00	0.00	12,187.31	0.00	12,187.31	0.00%
Total Revenues	0.00	0.00	0.00	12,187.31	0.00	12,187.31	0.00%
Total Expenses	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
Fund: 309 - MDOT DT TRAFFIC/TRAVEL/PARKING Surplus (Deficit):	0.00	0.00	0.00	12,187.31	0.00	12,187.31	0.00%
Fund: 310 - CDBG GRANTS							
Department: 335 - Grant - Parktown							
23 - Intergovernmental Revenues	0.00	0.00	71,524.57	410,966.12	0.00	410,966.12	0.00%
90 - Capital Outlay	0.00	0.00	63,094.76	474,060.88	0.00	-474,060.88	0.00%
Department: 335 - Grant - Parktown Surplus (Deficit):	0.00	0.00	8,429.81	-63,094.76	0.00	-63,094.76	0.00%
Department: 336 - Grant - Ft. Bayou							
23 - Intergovernmental Revenues	0.00	0.00	750.00	5,250.00	0.00	5,250.00	0.00%
90 - Capital Outlay	0.00	0.00	0.00	5,250.00	0.00	-5,250.00	0.00%
Department: 336 - Grant - Ft. Bayou Surplus (Deficit):	0.00	0.00	750.00	0.00	0.00	0.00	0.00%
Total Revenues	0.00	0.00	72,274.57	416,216.12	0.00	416,216.12	0.00%
Total Expenses	0.00	0.00	63,094.76	479,310.88	0.00	-479,310.88	0.00%
Fund: 310 - CDBG GRANTS Surplus (Deficit):	0.00	0.00	9,179.81	-63,094.76	0.00	-63,094.76	0.00%
Fund: 318 - GAY LEMON (MS WILDLIFE / NPS)							
Department: 330 - GRANT ACTIVITY							
50 - Supplies	0.00	0.00	0.00	193.00	0.00	-193.00	0.00%
60 - Contractual Services	0.00	0.00	2,400.00	27,883.00	0.00	-27,883.00	0.00%
Department: 330 - GRANT ACTIVITY Total:	0.00	0.00	2,400.00	28,076.00	0.00	-28,076.00	0.00%
Total Revenues	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
Total Expenses	0.00	0.00	2,400.00	28,076.00	0.00	-28,076.00	0.00%
Fund: 318 - GAY LEMON (MS WILDLIFE / NPS) Total:	0.00	0.00	2,400.00	28,076.00	0.00	-28,076.00	0.00%
Fund: 320 - STP-GOVERNMENT ST SIDEWALKS							
Department: 340 - Grant Activity							
90 - Capital Outlay	0.00	0.00	0.00	11,214.25	0.00	-11,214.25	0.00%
Department: 340 - Grant Activity Total:	0.00	0.00	0.00	11,214.25	0.00	-11,214.25	0.00%
Total Revenues	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
Total Expenses	0.00	0.00	0.00	11,214.25	0.00	-11,214.25	0.00%
Fund: 320 - STP-GOVERNMENT ST SIDEWALKS Total:	0.00	0.00	0.00	11,214.25	0.00	-11,214.25	0.00%

Budget Report

For Fiscal: 2022 - 2023 Period Ending: 04/30/2023

Categor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Percent Used
Fund: 322 - MS SENATE BOND 3065							
Department: 001 - GENERAL							
34 - Miscellaneous	0.00	0.00	0.00	90.72	0.00	90.72	0.00%
Department: 001 - GENERAL Surplus (Deficit):	0.00	0.00	0.00	90.72	0.00	90.72	0.00%
Department: 727 - UTILITY OPERATIONS							
90 - Capital Outlay	0.00	0.00	0.00	15,360.81	0.00	-15,360.81	0.00%
Department: 727 - UTILITY OPERATIONS Total:	0.00	0.00	0.00	15,360.81	0.00	-15,360.81	0.00%
Department: 751 - SEWER OPERATIONS							
90 - Capital Outlay	0.00	0.00	0.00	28,210.97	0.00	-28,210.97	0.00%
Department: 751 - SEWER OPERATIONS Total:	0.00	0.00	0.00	28,210.97	0.00	-28,210.97	0.00%
Total Revenues	0.00	0.00	0.00	90.72	0.00	90.72	0.00%
Total Expenses	0.00	0.00	0.00	43,571.78	0.00	-43,571.78	0.00%
Fund: 322 - MS SENATE BOND 3065 Surplus (Deficit):	0.00	0.00	0.00	-43,481.06	0.00	-43,481.06	0.00%
Fund: 328 - TIDELANDS GRANTS							
Department: 001 - GENERAL							
23 - Intergovernmental Revenues	0.00	304,500.00	5,250.00	10,000.00	0.00	-294,500.00	3.28%
Department: 001 - GENERAL Surplus (Deficit):	0.00	304,500.00	5,250.00	10,000.00	0.00	-294,500.00	3.28%
Department: 300 - PUBLIC WORKS ADMINISTRATION							
90 - Capital Outlay	0.00	304,500.00	7,125.00	17,125.00	0.00	287,375.00	5.62%
Department: 300 - PUBLIC WORKS ADMINISTRATION Total:	0.00	304,500.00	7,125.00	17,125.00	0.00	287,375.00	5.62%
Total Revenues	0.00	304,500.00	5,250.00	10,000.00	0.00	-294,500.00	3.28%
Total Expenses	0.00	304,500.00	7,125.00	17,125.00	0.00	287,375.00	5.62%
Fund: 328 - TIDELANDS GRANTS Surplus (Deficit):	0.00	0.00	-1,875.00	-7,125.00	0.00	-7,125.00	0.00%
Fund: 329 - TIDELANDS GRANT BEACH REPAIRS							
Department: 330 - GRANT ACTIVITY							
23 - Intergovernmental Revenues	0.00	0.00	0.00	306,720.96	0.00	306,720.96	0.00%
90 - Capital Outlay	0.00	0.00	16,389.94	325,863.50	0.00	-325,863.50	0.00%
Department: 330 - GRANT ACTIVITY Surplus (Deficit):	0.00	0.00	-16,389.94	-19,142.54	0.00	-19,142.54	0.00%
Total Revenues	0.00	0.00	0.00	306,720.96	0.00	306,720.96	0.00%
Total Expenses	0.00	0.00	16,389.94	325,863.50	0.00	-325,863.50	0.00%
Fund: 329 - TIDELANDS GRANT BEACH REPAIRS Surplus (Deficit):	0.00	0.00	-16,389.94	-19,142.54	0.00	-19,142.54	0.00%
Fund: 331 - HB1730-2020 WATER AND SEWER							
Department: 001 - GENERAL							
34 - Miscellaneous	0.00	0.00	0.00	16,980.94	0.00	16,980.94	0.00%
Department: 001 - GENERAL Surplus (Deficit):	0.00	0.00	0.00	16,980.94	0.00	16,980.94	0.00%

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For Fiscal: 2022 - 2023 Period Ending: 04/30/2023

Categor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Percent Used
Department: 190 - PLANNING DEPARTMENT							
90 - Capital Outlay	0.00	0.00	74,776.00	65,696.81	0.00	-65,696.81	0.00%
Department: 190 - PLANNING DEPARTMENT Total:	0.00	0.00	74,776.00	65,696.81	0.00	-65,696.81	0.00%
Department: 999 - TRANSFER TO OTHER FUNDS							
95 - Transfers Out	0.00	0.00	0.00	84,099.71	0.00	-84,099.71	0.00%
Department: 999 - TRANSFER TO OTHER FUNDS Total:	0.00	0.00	0.00	84,099.71	0.00	-84,099.71	0.00%
Total Revenues	0.00	0.00	0.00	16,980.94	0.00	16,980.94	0.00%
Total Expenses	0.00	0.00	74,776.00	149,796.52	0.00	-149,796.52	0.00%
Fund: 331 - HB1730-2020 WATER AND SEWER Surplus (Deficit):	0.00	0.00	-74,776.00	-132,815.58	0.00	-132,815.58	0.00%
Fund: 332 - SENATE BOND 2948 SIDEWALKS							
Department: 001 - GENERAL							
34 - Miscellaneous	0.00	0.00	0.00	16,792.22	0.00	16,792.22	0.00%
Department: 001 - GENERAL Surplus (Deficit):	0.00	0.00	0.00	16,792.22	0.00	16,792.22	0.00%
Department: 190 - PLANNING DEPARTMENT							
90 - Capital Outlay	0.00	0.00	0.00	18,901.28	0.00	-18,901.28	0.00%
Department: 190 - PLANNING DEPARTMENT Total:	0.00	0.00	0.00	18,901.28	0.00	-18,901.28	0.00%
Total Revenues	0.00	0.00	0.00	16,792.22	0.00	16,792.22	0.00%
Total Expenses	0.00	0.00	0.00	18,901.28	0.00	-18,901.28	0.00%
Fund: 332 - SENATE BOND 2948 SIDEWALKS Surplus (Deficit):	0.00	0.00	0.00	-2,109.06	0.00	-2,109.06	0.00%
Fund: 333 - SB2948 SPECIAL PROJECTS - MARY C							
Department: 001 - GENERAL							
34 - Miscellaneous	0.00	0.00	0.00	8,050.72	0.00	8,050.72	0.00%
38 - Transfers and Non Revenue Receipts	0.00	0.00	0.00	7,500.00	0.00	7,500.00	0.00%
Department: 001 - GENERAL Surplus (Deficit):	0.00	0.00	0.00	15,550.72	0.00	15,550.72	0.00%
Department: 196 - MARY C O'KEEFE							
90 - Capital Outlay	0.00	0.00	0.00	40,068.25	0.00	-40,068.25	0.00%
Department: 196 - MARY C O'KEEFE Total:	0.00	0.00	0.00	40,068.25	0.00	-40,068.25	0.00%
Total Revenues	0.00	0.00	0.00	15,550.72	0.00	15,550.72	0.00%
Total Expenses	0.00	0.00	0.00	40,068.25	0.00	-40,068.25	0.00%
Fund: 333 - SB2948 SPECIAL PROJECTS - MARY C Surplus (Deficit):	0.00	0.00	0.00	-24,517.53	0.00	-24,517.53	0.00%

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Categor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Percent Used
Fund: 334 - SB2971 WATER/SEWER/DRAINAGE							
Department: 001 - GENERAL							
34 - Miscellaneous	0.00	0.00	0.00	17,601.95	0.00	17,601.95	0.00%
Department: 001 - GENERAL Surplus (Deficit):	0.00	0.00	0.00	17,601.95	0.00	17,601.95	0.00%
Total Revenues	0.00	0.00	0.00	17,601.95	0.00	17,601.95	0.00%
Total Expenses	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
Fund: 334 - SB2971 WATER/SEWER/DRAINAGE Surplus (Deficit):	0.00	0.00	0.00	17,601.95	0.00	17,601.95	0.00%
Fund: 335 - HB1353 - RILEY RD IMPROVEMENTS							
Department: 001 - GENERAL							
34 - Miscellaneous	0.00	0.00	0.00	8,750.93	0.00	8,750.93	0.00%
Department: 001 - GENERAL Surplus (Deficit):	0.00	0.00	0.00	8,750.93	0.00	8,750.93	0.00%
Total Revenues	0.00	0.00	0.00	8,750.93	0.00	8,750.93	0.00%
Total Expenses	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
Fund: 335 - HB1353 - RILEY RD IMPROVEMENTS Surplus (Deficit):	0.00	0.00	0.00	8,750.93	0.00	8,750.93	0.00%
Fund: 336 - HB 1353 - WATER/SEWER/INFRASTRUCTURE/MARINA							
Department: 001 - GENERAL							
34 - Miscellaneous	0.00	0.00	0.00	26,252.77	0.00	26,252.77	0.00%
Department: 001 - GENERAL Surplus (Deficit):	0.00	0.00	0.00	26,252.77	0.00	26,252.77	0.00%
Total Revenues	0.00	0.00	0.00	26,252.77	0.00	26,252.77	0.00%
Total Expenses	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
Fund: 336 - HB 1353 - WATER/SEWER/INFRASTRUCTURE/MARINA Surplus (Deficit):	0.00	0.00	0.00	26,252.77	0.00	26,252.77	0.00%
Fund: 401 - UTILITY ENTERPRISE							
Department: 001 - GENERAL							
28 - Charges for Government Services	1,764,000.00	1,764,000.00	149,241.00	1,043,032.00	0.00	-720,968.00	59.13%
34 - Miscellaneous	3,856,320.00	3,856,320.00	311,525.53	2,254,492.53	0.00	-1,601,827.47	58.46%
35 - Miscellaneous	76,000.00	76,000.00	54,226.55	63,230.70	0.00	-12,769.30	83.20%
36 - Charges for Services	3,155,440.00	3,155,440.00	254,005.00	1,795,051.56	0.00	-1,360,388.44	56.89%
38 - Transfers and Non Revenue Receipts	220,000.00	220,000.00	0.00	20,000.00	0.00	-200,000.00	9.09%
Department: 001 - GENERAL Surplus (Deficit):	9,071,760.00	9,071,760.00	768,998.08	5,175,806.79	0.00	-3,895,953.21	57.05%
Department: 300 - PUBLIC WORKS ADMINISTRATION							
40 - Personnel Services	610,182.00	667,298.00	49,927.03	359,302.07	0.00	307,995.93	53.84%
50 - Supplies	0.00	200.00	0.00	30.28	0.00	169.72	15.14%
60 - Contractual Services	209,868.00	226,100.00	5,094.86	85,412.30	41,550.40	99,137.30	56.15%
90 - Capital Outlay	0.00	16,000.00	0.00	0.00	0.00	16,000.00	0.00%
95 - Transfers Out	9,475.00	9,475.00	0.00	9,475.00	0.00	0.00	100.00%
Department: 300 - PUBLIC WORKS ADMINISTRATION Total:	829,525.00	919,073.00	55,021.89	454,219.65	41,550.40	423,302.95	53.94%

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Categor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Percent Used
Department: 320 - SANITARY DEPARTMENT							
40 - Personnel Services	236,133.00	229,832.00	22,841.92	146,139.95	0.00	83,692.05	63.59%
60 - Contractual Services	1,403,000.00	1,403,000.00	117,238.72	703,389.32	686,378.00	13,232.68	99.06%
Department: 320 - SANITARY DEPARTMENT Total:	1,639,133.00	1,632,832.00	140,080.64	849,529.27	686,378.00	96,924.73	94.06%
Department: 705 - SEWER ELECTRICIAN							
40 - Personnel Services	73,285.00	71,208.00	5,681.44	41,686.41	0.00	29,521.59	58.54%
50 - Supplies	5,500.00	5,500.00	2.99	446.95	0.00	5,053.05	8.13%
60 - Contractual Services	432.00	432.00	0.00	0.00	0.00	432.00	0.00%
Department: 705 - SEWER ELECTRICIAN Total:	79,217.00	77,140.00	5,684.43	42,133.36	0.00	35,006.64	54.62%
Department: 710 - UTILITY BILLING & COLLECTION							
40 - Personnel Services	239,684.00	237,347.00	17,949.48	133,260.83	0.00	104,086.17	56.15%
50 - Supplies	13,145.00	13,145.00	1,198.32	4,376.93	623.00	8,145.07	38.04%
60 - Contractual Services	125,468.00	157,572.00	5,126.24	92,788.53	0.00	64,783.47	58.89%
90 - Capital Outlay	325,000.00	325,000.00	1,515.00	168,608.00	625.00	155,767.00	52.07%
Department: 710 - UTILITY BILLING & COLLECTION Total:	703,297.00	733,064.00	25,789.04	399,034.29	1,248.00	332,781.71	54.60%
Department: 750 - WATER OPERATIONS							
40 - Personnel Services	425,271.00	425,271.00	30,780.85	234,608.59	0.00	190,662.41	55.17%
50 - Supplies	290,364.00	282,900.00	13,206.48	143,336.60	93,619.46	45,943.94	83.76%
60 - Contractual Services	468,976.00	470,476.00	38,777.41	223,697.54	19,591.93	227,186.53	51.71%
90 - Capital Outlay	462,000.00	462,000.00	0.00	75,955.45	26,268.42	359,776.13	22.13%
Department: 750 - WATER OPERATIONS Total:	1,646,611.00	1,640,647.00	82,764.74	677,598.18	139,479.81	823,569.01	49.80%
Department: 751 - SEWER OPERATIONS							
40 - Personnel Services	432,387.00	422,035.00	27,430.32	216,934.77	0.00	205,100.23	51.40%
50 - Supplies	188,800.00	188,800.00	21,214.64	77,909.19	63,598.45	47,292.36	74.95%
60 - Contractual Services	2,778,772.00	2,779,972.00	227,581.10	1,595,917.53	18,491.15	1,165,563.32	58.07%
90 - Capital Outlay	300,000.00	356,788.00	2,611.44	22,029.20	74,503.39	260,255.41	27.06%
Department: 751 - SEWER OPERATIONS Total:	3,699,959.00	3,747,595.00	278,837.50	1,912,790.69	156,592.99	1,678,211.32	55.22%
Department: 800 - DEBT SERVICE							
80 - Debt Service	473,864.71	473,864.71	7,588.15	256,251.43	0.00	217,613.28	54.08%
Department: 800 - DEBT SERVICE Total:	473,864.71	473,864.71	7,588.15	256,251.43	0.00	217,613.28	54.08%
Department: 999 - TRANSFER TO OTHER FUNDS							
95 - Transfers Out	0.00	285,250.00	0.00	285,250.00	0.00	0.00	100.00%
Department: 999 - TRANSFER TO OTHER FUNDS Total:	0.00	285,250.00	0.00	285,250.00	0.00	0.00	100.00%
Total Revenues	9,071,760.00	9,071,760.00	768,998.08	5,175,806.79	0.00	-3,895,953.21	57.05%
Total Expenses	9,071,606.71	9,509,465.71	595,766.39	4,876,806.87	1,025,249.20	3,607,409.64	62.07%
Fund: 401 - UTILITY ENTERPRISE Surplus (Deficit):	153.29	-437,705.71	173,231.69	298,999.92	-1,025,249.20	-288,543.57	165.92%

Budget Report

For Fiscal: 2022 - 2023 Period Ending: 04/30/2023

Categor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Percent Used
Fund: 551 - TACONI BUILDING							
Department: 001 - GENERAL							
34 - Miscellaneous	164,017.00	164,017.00	13,280.20	98,596.60	0.00	-65,420.40	60.11%
Department: 001 - GENERAL Surplus (Deficit):	164,017.00	164,017.00	13,280.20	98,596.60	0.00	-65,420.40	60.11%
Department: 551 - TACONI RECREATIONAL FACILITY							
60 - Contractual Services	112,000.00	112,000.00	3,396.06	26,818.65	600.00	84,581.35	24.48%
90 - Capital Outlay	0.00	0.00	0.00	8,500.00	0.00	-8,500.00	0.00%
Department: 551 - TACONI RECREATIONAL FACILITY Total:	112,000.00	112,000.00	3,396.06	35,318.65	600.00	76,081.35	32.07%
Total Revenues	164,017.00	164,017.00	13,280.20	98,596.60	0.00	-65,420.40	60.11%
Total Expenses	112,000.00	112,000.00	3,396.06	35,318.65	600.00	76,081.35	32.07%
Fund: 551 - TACONI BUILDING Surplus (Deficit):	52,017.00	52,017.00	9,884.14	63,277.95	-600.00	10,660.95	120.50%
Fund: 650 - PAYROLL CLEARING							
Department: 001 - GENERAL							
34 - Miscellaneous	0.00	0.00	0.00	7,814.14	0.00	7,814.14	0.00%
35 - Miscellaneous	0.00	0.00	0.00	2.99	0.00	2.99	0.00%
40 - Personnel Services	0.00	0.00	92.00	464.36	0.00	-464.36	0.00%
Department: 001 - GENERAL Surplus (Deficit):	0.00	0.00	-92.00	7,352.77	0.00	7,352.77	0.00%
Total Revenues	0.00	0.00	0.00	7,817.13	0.00	7,817.13	0.00%
Total Expenses	0.00	0.00	92.00	464.36	0.00	-464.36	0.00%
Fund: 650 - PAYROLL CLEARING Surplus (Deficit):	0.00	0.00	-92.00	7,352.77	0.00	7,352.77	0.00%
Fund: 651 - FLEXIBLE MEDICAL SPENDING							
Department: 001 - GENERAL							
34 - Miscellaneous	0.00	0.00	0.00	161.10	0.00	161.10	0.00%
Department: 001 - GENERAL Surplus (Deficit):	0.00	0.00	0.00	161.10	0.00	161.10	0.00%
Total Revenues	0.00	0.00	0.00	161.10	0.00	161.10	0.00%
Total Expenses	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
Fund: 651 - FLEXIBLE MEDICAL SPENDING Surplus (Deficit):	0.00	0.00	0.00	161.10	0.00	161.10	0.00%
Report Surplus (Deficit):	730,503.07	-436,817.18	-215,534.84	3,097,251.53	-2,193,236.07	1,340,832.64	-206.96%

Fund Summary

Fund	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)
001 - GENERAL	605.78	-938,836.63	-446,272.96	1,542,052.72	-1,072,497.75	1,408,391.60
002 - JACKSON CO. ROAD/ DRAINAGE	0.00	0.00	-15,392.40	0.00	0.00	0.00
003 - CREDIT CARD FEES	0.00	0.00	0.00	-1,621.15	0.00	-1,621.15
004 - INSURANCE DIVERSION FUND	0.00	0.00	15,862.50	446,403.63	0.00	446,403.63
005 - PUBLIC WORKS FACILITY	0.00	570,500.00	0.00	0.00	0.00	-570,500.00
006 - MS VIETNAM MEMORIAL FUND	0.00	0.00	0.00	793.23	0.00	793.23
007 - TOURISM FUND	27,400.00	-49,764.00	2,808.04	-42,443.63	-80.00	7,240.37
008 - FOOD AND BEVERAGE TAX 2%	341,469.00	59,114.16	112,115.49	569,034.05	-62,956.43	446,963.46
010 - FESTIVALS	0.00	-1,000.00	2,094.44	20,426.91	-2,790.22	18,636.69
020 - KEEP OUR BEAUTIFUL	0.00	0.00	0.00	-71.14	0.00	-71.14
040 - BELLEVILLE/EVERGREEN CEMETERY	39,300.00	39,300.00	2,948.00	9,898.50	0.00	-29,401.50
100 - MODERNIZATION USE TAX	0.00	0.00	-23,026.00	461,828.40	0.00	461,828.40
101 - LIBRARY	575.00	575.00	-5,436.32	108,052.89	-150.00	107,327.89
102 - SPECIAL PD FINES & FORFEITURES	0.00	0.00	0.00	45,688.67	0.00	45,688.67
103 - TASK FORCE	59,000.00	59,000.00	0.00	-103,816.00	0.00	-162,816.00
104 - AMERICAN RESCUE PLAN (AR)	0.00	0.00	0.00	77,208.98	0.00	77,208.98
105 - MDAH RECORDS MANAGEMENT	0.00	0.00	133.00	202.00	0.00	202.00
120 - MUNICIPAL RESERVE FUND	0.00	0.00	0.00	224,898.59	0.00	224,898.59
161 - FIRE PROTECTION	9,206.00	9,206.00	0.00	-98,107.59	0.00	-107,313.59
171 - HURRICANE IDA AUG 2021	0.00	0.00	-595.00	-5,542.10	0.00	-5,542.10
174 - HURRICANE ZETA 10/28/2020	0.00	0.00	-3,900.00	-17,645.58	-2,080.00	-19,725.58
200 - GENERAL OBLIGATIONS	200,777.00	200,777.00	30,845.52	-258,234.19	0.00	-459,011.19
301 - MS DEPT OF ARCHIVES & HISTORIC	0.00	0.00	0.00	0.00	-20,300.00	-20,300.00
302 - NATIONAL HERITAGE - MARB	0.00	0.00	0.00	-27,145.73	-6,532.47	-33,678.20
303 - TIDELANDS FY21-P412-01 - PROJECT	0.00	0.00	-12,589.85	-6,429.85	0.00	-6,429.85
304 - FRONT BEACH MARINA	0.00	0.00	28,108.00	0.00	0.00	0.00
308 - MDOT LPA 108084 - OS ROAD	0.00	0.00	0.00	48,811.00	0.00	48,811.00
309 - MDOT DT TRAFFIC/TRAVEL/PROJECT	0.00	0.00	0.00	12,187.31	0.00	12,187.31
310 - CDBG GRANTS	0.00	0.00	9,179.81	-63,094.76	0.00	-63,094.76
318 - GAY LEMON (MS WILDLIFE / PROJECT)	0.00	0.00	-2,400.00	-28,076.00	0.00	-28,076.00
320 - STP-GOVERNMENT STREET SIDEWALK	0.00	0.00	0.00	-11,214.25	0.00	-11,214.25
322 - MS SENATE BOND 3065	0.00	0.00	0.00	-43,481.06	0.00	-43,481.06
328 - TIDELANDS GRANTS	0.00	0.00	-1,875.00	-7,125.00	0.00	-7,125.00
329 - TIDELANDS GRANT BEACH REPAIR	0.00	0.00	-16,389.94	-19,142.54	0.00	-19,142.54
331 - HB1730-2020 WATER AND SEWER	0.00	0.00	-74,776.00	-132,815.58	0.00	-132,815.58
332 - SENATE BOND 2948 SIDEWALK	0.00	0.00	0.00	-2,109.06	0.00	-2,109.06
333 - SB2948 SPECIAL PROJECTS - PROJECT	0.00	0.00	0.00	-24,517.53	0.00	-24,517.53
334 - SB2971 WATER/SEWER/DRAINAGE	0.00	0.00	0.00	17,601.95	0.00	17,601.95
335 - HB1353 - RILEY RD IMPROVEMENT	0.00	0.00	0.00	8,750.93	0.00	8,750.93
336 - HB 1353 - WATER/SEWER/IN	0.00	0.00	0.00	26,252.77	0.00	26,252.77

Budget Report**For Fiscal: 2022 - 2023 Period Ending: 04/30/2023**

401 - UTILITY ENTERPRISE	153.29	-437,705.71	173,231.69	298,999.92	-1,025,249.20	-288,543.57
551 - TACONI BUILDING	52,017.00	52,017.00	9,884.14	63,277.95	-600.00	10,660.95
650 - PAYROLL CLEARING	0.00	0.00	-92.00	7,352.77	0.00	7,352.77
651 - FLEXIBLE MEDICAL SPENDING	0.00	0.00	0.00	161.10	0.00	161.10
Report Surplus (Deficit):	730,503.07	-436,817.18	-215,534.84	3,097,251.53	-2,193,236.07	1,340,832.64