



**RECESSED MEETING AGENDA
CITY OF OCEAN SPRINGS
MAYOR & BOARD OF ALDERMEN
TUESDAY, JUNE 20, 2023 - 6:00 PM
CITY HALL**

1. CALL TO ORDER

2. INVOCATION AND PLEDGE OF ALLEGIANCE

3. PROCLAMATIONS/PRESENTATIONS

- a. Ocean Springs School District - Introduction of Superintendent Michael Lindsey

4. 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.*

5. OLD BUSINESS

- a. Adopt Ordinance: an amended Ordinance enlarging, extending, and defining the corporate limits and boundaries of the City of Ocean Springs, Jackson County, Mississippi; specifying the improvements to be made in the annexed territory and the municipal or public services to be rendered therein; and for other purposes related thereto
- b. Adopt Resolution declaring the intention of the City of Ocean Springs, Mississippi, to issue tax increment financing bonds of said city to finance the cost of installing and constructing certain infrastructure improvements in connection with the redevelopment of 1515 Government Street and related improvements within said City in accordance with the authority granted to municipalities by the legislature with respect to tax increment financing as set forth in Chapter 45 of Title 21, Mississippi Code of 1972, as amended; finding and determining that such project is a project eligible for tax increment financing in accordance with said act; and for related purposes
- c. Weapons Policy discussion - City Attorney

6. 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. Authorize the Mayor and Arts & Culture Coordinator to execute the Memorandum of Understanding (MOU) and Hold Harmless Agreements with Mary C. instructors/partners: Xavier Reichbaum, Devin Carter, Amanda Bruhl
- b. Approve Run Permit for the Rotary Club of Ocean Springs 15th annual 5K RACE on October 21, 2023, using the Rotary Route. Applicant to pay all costs.

City Clerk:

- c. Adopt a revised fee schedule and authorize the public records request form revision
- d. Authorize the Mayor to execute the Interlocal Governmental Agreement with Jackson County, MS providing for the Collection of City Taxes by Jackson County
- e. Ratify check 126464 for \$8,172.78 to Gulf Islands Water Park for Summer Camp Season Passes
- f. Ratify check 126461 for \$2,600 to Mississippi Municipal League for 2023 Annual Conference registrations
- g. Approve Minutes: Regular Meeting June 6, 2023

Police Department:

- h. Approve Out-of-State Travel for Employee #1686 to attend ROCIC Homicide Conference in Chattanooga, TN on September 10-13, 2023
- i. Authorize to Declare Items as Surplus and Dispose Accordingly
- j. Accept OSPD Monthly Report for May 2023

Fire Department:

- k. Accept OSFD Monthly Report for May 2023

Human Resources/Risk Management:

- l. Authorize employment of Rachel Johnson, Permit Clerk, Step 2, \$14.04 hourly rate; effective on or about July 10, 2023; one-year probationary status, pending successful completion of all pre-employment requirements
- m. Accept resignation of Maintenance/Sign Laborer Calvin Winningham, effective June 9, 2023; authorize to begin the process of filling the vacant position
- n. Authorize employment of Joann Thompson, part-time Receptionist, \$9.00 hourly rate; effective July 3, 2023; pending successful completion of all pre-employment requirements
- o. Authorize employment of Debbie Craig, part-time Receptionist, \$9.00 hourly rate; effective July 3, 2023; pending successful completion of all pre-employment requirements

Grants Administration:

- p. Authorize the Mayor to Execute Subaward Agreement – American Rescue Plan Act (ARPA) / MS Municipality and County Water Infrastructure Grant (MCWI) – MDEQ Agreement # 482-2-CW-5.5 – CLEAN-VIDEO UTILITY LINES
- q. Authorize the Mayor to Execute Subaward Agreement – American Rescue Plan Act (ARPA) / MS Municipality and County Water Infrastructure Grant (MCWI) – MDEQ Agreement # 470-2-CW-5.5 – Storm Drain Improvements: Weeks Bayou, Halstead Bayou, Inner Harbor
- r. Authorize the Mayor to Execute Subaward Agreement – American Rescue Plan Act (ARPA) / MS Municipality and County Water Infrastructure Grant (MCWI) – MDEQ Agreement # 127-2-CW-5.5 – Fort Bayou Storm Drain System Improvements
- s. Authorize the Mayor to Execute Subaward Agreement – Modification #1 – American Rescue Plan Act (ARPA) / MS Municipality and County Water Infrastructure Grant (MCWI) – MDEQ Agreement # 455-1-CW-5.5 – DOWNTOWN SEWER REHABILITATION
- t. Authorize Engineering Contract Amendment #1 – Neel-Schaffer, Inc. / DMR Tideland: FY23-P412-06 – Washington Avenue at Front Beach Access

Historic Preservation Commission:

- u. Approve Certificate of Appropriateness (COA) for Demolition of an Existing Carport and Construction of a Garage and Living Space - 1112 Bowen Avenue / PID# 61190014.000 / Bowen Avenue Historic District
- v. Approve Certificate of Appropriateness (COA) for the construction of fencing - 1126 Iberville Drive / PID# 60119202.000; Marble Springs Historic District
- w. Approve Certificate of Appropriateness (COA) for the construction of a new dwelling - 506 Martin Avenue / Old Ocean Springs Historic District / PID#: 60137586.000
- x. Approve Certificate of Appropriateness (COA) for the construction of a residential townhouse and apartment development - 900 Robinson St. / Railroad Historic District - PID#: 60119126.000

Building Department:

- y. Approve Building Official's Tree Recommendations through June 13, 2023
- z. Accept Building Permit Report for May 2023
- aa. Accept Code Report through June 16, 2023

7. DEPARTMENT REPORTS

- a. City Clerk: Ratify docket of claims from 6/6/2023
- 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: Authorize the adjustment of water/sewer accounts due to finding that the customer did not receive the benefit of the utility and the excess usage was due to unforeseen circumstances.

8. 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.***

9. MAYOR AND ALDERMEN'S FORUM

- a. Reminder: the July Regular Meeting will be held on Wednesday, July 5th due to the holiday.

10. EXECUTIVE SESSION

ADJOURN UNTIL 6: 00 P.M. on WEDNESDAY, JULY 5, 2023

**AN AMENDED ORDINANCE ENLARGING, EXTENDING, AND
DEFINING THE CORPORATE LIMITS AND BOUNDARIES OF
THE CITY OF OCEAN SPRINGS, JACKSON COUNTY,
MISSISSIPPI; SPECIFYING THE IMPROVEMENTS TO BE MADE
IN THE ANNEXED TERRITORY AND THE MUNICIPAL OR
PUBLIC SERVICES TO BE RENDERED THEREIN; AND FOR
OTHER PURPOSES RELATED THERETO.**

**BE IT ORDAINED BY THE MAYOR AND ALDERMEN OF THE CITY OF
OCEAN SPRINGS, MISSISSIPPI:**

SECTION 1. It is hereby found and determined that the public convenience and necessity require that the corporate boundaries of the City of Ocean Springs, Mississippi, be and the same are hereby extended and enlarged so as to embrace the adjacent and unincorporated land and territory in Jackson County, Mississippi hereinafter described.

SECTION 2. The unincorporated land and territory which is added to and included in the corporate limits of the City of Ocean Springs, Mississippi, is situated in Jackson County, Mississippi, and is more particularly described as follows:

CITY OF OCEAN SPRINGS, MISSISSIPPI
PROPOSED ANNEXATION AREA

Area 1

Commencing at a point at the intersection of the centerline of Mississippi Highway 57 and the North line of the South half of the South half of the North half of the Southeast Quarter of Section 30, Township 7 South, Range 7 West, said intersection also being on the Existing Corporate Limits of the City of Ocean Springs, Mississippi, as describe in the Judgement Approving, Ratifying and Confirming the Enlargement and Extension of the Boundaries of the City of Ocean Springs, Jackson County, Mississippi (Civil Action No.: 60-529), as recorded on December 6, 1993 in the Office of the Chancery Clerk of Jackson County, Mississippi and said intersection also being on the Existing Corporate Limits of the City of Gautier, Mississippi, as describe in the Judgement In the Matter of the Extension of the Boundaries of the City of Gautier, Mississippi (No.: 99-2208), as recorded on June 12, 2000 in the Office of the Chancery Clerk of Jackson County, Mississippi, said point being the POINT OF BEGINNING;

thence, leaving said existing Corporate Limits of the City of Gautier, run Westerly and continue along said Existing Corporate Limits of the City of Ocean Springs to a point at the intersection of the East line of Section 22, Township 7 South, Range 8 West and the centerline of Old Fort Bayou;

thence, leaving said Existing Corporate Limits of the City of Ocean Springs, run Northeasterly and Northerly along the centerline of Old Fort Bayou to a point at its intersection with the North line of Section 7, Township 7 South, Range 7 West;

thence run Easterly along the North line of said Section 7 to a point at its intersection with the centerline Mississippi Highway 57, said point also being on said Existing Corporate Limits of the City of Gautier, Mississippi;

thence run Southerly along the centerline of Mississippi Highway 57 to a point at its intersection with the North line of the South half of the South half of the North half of the Southeast Quarter of Section 30, Township 7 South, Range 7 West, said point being on said Existing Corporate Limits of the City of Ocean Springs, Mississippi and also being the POINT OF BEGINNING.

Area 2

Commencing at a point at the intersection of the South right-of-way of Old Spanish Trail and the West right-of-way of North 6th Street, said point also being on the Existing Corporate Limits of the City of Ocean Springs, Mississippi, as described in the Judgement Approving, Ratifying and Confirming the Enlargement and Extension of the Boundaries of the City of Ocean Springs, Jackson County, Mississippi (Civil Action No.: 60-529), as recorded on December 6, 1993 in the Office of the Chancery Clerk of Jackson County, Mississippi, said point being the POINT OF BEGINNING;

thence run Southeasterly and Easterly and continue along said Existing Corporate Limits of the City of Ocean Springs to a point on the centerline of Old Highway 57, said point also being on the Existing Corporate Limits of the City of Gautier, Mississippi, as describe in the Judgement in the Matter of the Extension of the Boundaries of the City of Gautier, Mississippi (No.: 99-2208), as recorded on June 12, 2000 in the Office of the Chancery Clerk of Jackson County, Mississippi;

thence, leaving the Existing Corporate Limits of the City of Ocean Springs and continuing along said Corporate Limits of the City of Gautier, run Southerly along the centerline of Old Highway 57 to a point at its intersection with the Westerly extension of the South right-of-way of Old Spanish Trail;

thence, continuing along said Corporate Limits of the City of Gautier, run Easterly on the Westerly extension of the South right-of-way of Old Spanish Trail and continue along the South right-of-way of Old Spanish Trail to a point on the Northwest corner of a parcel of land described in Deed Book 1175 Page 184 in the Office of the Chancery Clerk of Jackson County, Mississippi;

thence, leaving said Existing Corporate Limits of the City of Gautier, run Southerly along the West line of said parcel of land described in Deed Book 1175 Page 184 to a point on the Northwest corner of a parcel of land described in Deed Book 1175 Page 178 in the Office of the Chancery Clerk of Jackson County, Mississippi;

thence run Southerly along the West line of said parcel of land to a point on the Northwest corner of a parcel of land described in Deed Book 1633 Page 275 in the Office of the Chancery Clerk of Jackson County, Mississippi;

thence run Southerly along the West line of said parcel of land to a point on the North line of a parcel of land described in Deed Book 1304 Page 151 in the Office of the Chancery Clerk of Jackson County, Mississippi;

thence run Easterly along the North line of said parcel of land to a point on the Northeast corner of said parcel of land, said point also being on the center thread of Graveline Bayou;

thence run Southerly along the center thread of Graveline Bayou to a point at its intersection with the South line of Section 32, Township 7 South, Range 7 West;

thence run Westerly along the South line of said Section 32 and continue along the South line of Section 31, Township 7 South, Range 7 West to a point on the Northwest corner of a parcel of land described in Deed Book 1835 Page 540 in the Office of the Chancery Clerk of Jackson County, Mississippi;

thence run Southwesterly along the Northwest line of said parcel of land a point on the North corner of a parcel of land described in Deed Book 1862 Page 450 in the Office of the Chancery Clerk of Jackson County, Mississippi;

thence run Southwesterly along the Northwest line of said parcel of land to a point on the West corner of said parcel of land;

thence run Southeasterly along the Southwest line of said parcel of land to a point on the Southern most Southeast corner of said parcel of land, said point also being on the West line of a parcel of land described in Deed Book 1835 Page 540 in the Office of the Chancery Clerk of Jackson County, Mississippi;

thence run Southerly along the West line of said parcel of land to a point on the Northeast corner of Lot 10 of Palmetto Pointe Phase 3 Subdivision as recorded in Plat Book 24 Page 61 in the Office of the Chancery Clerk of Jackson County, Mississippi;

thence run Southerly along the East line of said Lot 10 of Palmetto Pointe Phase 3 Subdivision and the Southerly extension thereof, crossing Palmetto Pointe Drive, to a point at its intersection with the South right-of-way of Palmetto Pointe Drive;

thence run Easterly along the South right-of-way of said Palmetto Pointe Drive to a point at its intersection with the East line of Section 6, Township 8 South, Range 7 West;

thence run Southerly along the East line of said Section 6 to a point on the Southeast corner of a parcel of land described in Deed Book 1565 Page 479 in the Office of the Chancery Clerk of Jackson County, Mississippi;

thence run Westerly along the South line of said parcel of land to its intersection with the East right-of-way of Greyhound Way;

thence run Southerly along the East right-of-way of Greyhound Way and continue along the East right-of-way of Belle Fontaine Road to its intersection with the Easterly extension of the South right-of-way of Fontainebleau Road;

thence run Westerly along Easterly extension of the South right-of-way of Fontainebleau Road, crossing Belle Fontaine Road, and continue along the South right-of-way of Fontainebleau Road and the Westerly extensions thereof to a point at its intersection with the easterly extension of the Southernmost South line of land described in Deed Book 1685 Page 617 in the Office of the Chancery Clerk of Jackson County, Mississippi;

thence run Westerly along the easterly extension of the Southernmost South line of said land to a point on the Southernmost Southeast corner of land described in Deed Book 1685 Page 617 in the Office of the Chancery Clerk of Jackson County, Mississippi;

thence run Westerly along the Southernmost South line of said land to a point on the Southwest corner of said land;
thence run Northerly along the West line of said land to a point at its intersection with the Easterly extension of the South right-of-way of Palmetto Drive;
thence run Westerly along the Easterly extension of the South right-of-way of Palmetto Drive and continue along the said South right-of-way and the Westerly extension thereof to a point at its intersection with the West right-of-way of North 6th Street;
thence run Northerly along the Northerly extension of the West right-of-way of North 6th Street and continue along the West right-of-way of North 6th Street and the Northerly extension thereof to a point at its intersection with the South right-of-way of Old Spanish Trail, said point being on said Existing Corporate Limits of the City of Ocean Springs and also being the POINT OF BEGINNING.

SECTION 3. After the addition of the lands and territory described in Section 2 hereof, the corporate limits and boundaries of the City of Ocean Springs, Mississippi, shall be and are described as follows:

CITY OF OCEAN SPRINGS, MISSISSIPPI
RESULTANT ENLARGED CITY

The City of Ocean Springs located in Jackson County, Mississippi, more particularly described as follows:

BEGINNING at a point at the intersection of the centerline of Old Fort Bayou and East line of Section 22, Township 7 South, Range 8 West, Jackson County, Mississippi;
Thence follow the meanderings of the centerline of Old Fort Bayou, in a general Northeasterly and Northerly direction to a point at its intersection with the North line of Section 7, Township 7 South, Range 7 West;
thence run Easterly along the North line of said Section 7 to a point at its intersection with the centerline Mississippi Highway 57, said point also being on the Existing Corporate Limits of the City of Gautier, Mississippi, as describe in the Judgement in the Matter of the Extension of the Boundaries of the City of Gautier, Mississippi (No.: 99-2208), as recorded on June 12, 2000 in the Office of the Chancery Clerk of Jackson County, Mississippi;;
thence, continuing along said Corporate Limits of the City of Gautier, run Southerly along the centerline of Mississippi Highway 57 through the intersection with U.S. Highway 90 and continue Southerly along the centerline of Old Highway 57 to a point at its intersection with the Westerly extension of the South right-of-way of Old Spanish Trail;
thence, run Easterly on the Westerly extension of the South right-of-way of Old Spanish Trail and continue along the South right-of-way of Old Spanish Trail to a point on the Northwest corner of a parcel of land described in Deed Book 1175 Page 184 in the Office of the Chancery Clerk of Jackson County, Mississippi;
thence, leaving said Existing Corporate Limits of the City of Gautier, run Southerly along the West line of said parcel of land described in Deed Book 1175 Page 184 to a

point on the Northwest corner of a parcel of land described in Deed Book 1175 Page 178 in the Office of the Chancery Clerk of Jackson County, Mississippi;

thence run Southerly along the West line of said parcel of land to a point on the Northwest corner of a parcel of land described in Deed Book 1633 Page 275 in the Office of the Chancery Clerk of Jackson County, Mississippi;

thence run Southerly along the West line of said parcel of land to a point on the North line of a parcel of land described in Deed Book 1304 Page 151 in the Office of the Chancery Clerk of Jackson County, Mississippi;

thence run Easterly along the North line of said parcel of land to a point on the Northeast corner of said parcel of land, said point also being on the center thread of Graveline Bayou;

thence run Southerly along the center thread of Graveline Bayou to a point at its intersection with the South line of Section 32, Township 7 South, Range 7 West;

thence run Westerly along the South line of said Section 32 and continue along the South line of Section 31, Township 7 South, Range 7 West to a point on the Northwest corner of a parcel of land described in Deed Book 1835 Page 540 in the Office of the Chancery Clerk of Jackson County, Mississippi;

thence run Southwesterly along the Northwest line of said parcel of land a point on the North corner of a parcel of land described in Deed Book 1862 Page 450 in the Office of the Chancery Clerk of Jackson County, Mississippi;

thence run Southwesterly along the Northwest line of said parcel of land to a point on the West corner of said parcel of land;

thence run Southeasterly along the Southwest line of said parcel of land to a point on the Southern most Southeast corner of said parcel of land, said point also being on the West line of a parcel of land described in Deed Book 1835 Page 540 in the Office of the Chancery Clerk of Jackson County, Mississippi;

thence run Southerly along the West line of said parcel of land to a point on the Northeast corner of Lot 10 of Palmetto Pointe Phase 3 Subdivision as recorded in Plat Book 24 Page 61 in the Office of the Chancery Clerk of Jackson County, Mississippi;

thence run Southerly along the East line of said Lot 10 of Palmetto Pointe Phase 3 Subdivision and the Southerly extension thereof, crossing Palmetto Pointe Drive, to a point at its intersection with the South right-of-way of Palmetto Pointe Drive;

thence run Easterly along the South right-of-way of said Palmetto Pointe Drive to a point at its intersection with the East line of Section 6, Township 8 South, Range 7 West;

thence run Southerly along the East line of said Section 6 to a point on the Southeast corner of a parcel of land described in Deed Book 1565 Page 479 in the Office of the Chancery Clerk of Jackson County, Mississippi;

thence run Westerly along the South line of said parcel of land to its intersection with the East right-of-way of Greyhound Way;

thence run Southerly along the East right-of-way of Greyhound Way and continue along the East right-of-way of Belle Fontaine Road to its intersection with the Easterly extension of the South right-of-way of Fontainebleau Road;

thence run Westerly along Easterly extension of the South right-of-way of Fontainebleau Road, crossing Belle Fontaine Road, and continue along the South right-of-way of Fontainebleau Road and the Westerly extensions thereof to a point at its

intersection with the easterly extension of the Southernmost South line of land described in Deed Book 1685 Page 617 in the Office of the Chancery Clerk of Jackson County, Mississippi;

thence run Westerly along the easterly extension of the Southernmost South line of said land to a point on the Southernmost Southeast corner of land described in Deed Book 1685 Page 617 in the Office of the Chancery Clerk of Jackson County, Mississippi;

thence run Westerly along the Southernmost South line of said land to a point on the Southwest corner of said land;

thence run Northerly along the West line of said land to a point at its intersection with the Easterly extension of the South right-of-way of Palmetto Drive;

thence run Westerly along the Easterly extension of the South right-of-way of Palmetto Drive and continue along the said South right-of-way and the Westerly extension thereof to a point at its intersection with the West right-of-way of North 6th Street;

thence run Northerly along the Northerly extension of the West right-of-way of North 6th Street and continue along the West right-of-way of North 6th Street and the Northerly extension thereof to a point on its intersection with the South right-of-way of Old Spanish Trail;

Thence run Northwesterly along the South right-of-way line of said Old Spanish Trail to the point of intersection with the centerline of Davis Bayou;

Thence follow the existing city limits of the City of Ocean Springs along the meanderings of the said centerline of Davis Bayou, in a general Southwesterly direction, to a point where the said centerline of Davis Bayou crosses the common boundary line of Section 34, said Township 7 South, Range 8 West, and Section 3, Township 8 South, Range 8 West;

Thence continue following the said meanderings of the centerline of Davis Bayou, in a general Southwesterly direction for 2,500 feet, more or less;

Thence turn to the right to a general Northwesterly direction, continuing to follow the said meanderings of the centerline of Davis Bayou to the Southeast corner of Section 33, Township 7 South, Range 8 West, said corner being situated in the approximate center of said Davis Bayou, and which is also common to the section corners of said Section 34, Township 7 South, Range 8 West, said Section 3, Township 8 South, Range 8 West, and Section 4, said Township 8 South, Range 8 West;

Thence run West across said Davis Bayou a distance of one mile to the Southeast corner of Section 32, said Township 7 South, Range 8 West;

Thence run West a distance of one mile to the Southwest corner of said Section 32, said corner being situated in the waters of Biloxi Bay;

Thence run West a distance of 3,100 feet, more or less, to a point in the Jackson County boundary line, said point being situated in the middle of said Biloxi Bay, said point also being situated Northwest of said Biloxi Bay's entrance at the East end of Deer Island, as per description of said Jackson County boundary line, Mississippi Code Book, 1972, Volume 5, Section 19-1-59, said point also situated in the common boundary line of said Township 7 South and said Township 8 South, said Range 8 West;

Thence run in a general Northwesterly direction along the said Jackson County boundary line, crossing the common boundary line of said Range 8 West and Range 9 West, a

distance of 15,600 feet, more or less, to a point in the said Jackson County boundary line, situated in said Township 7 South, said Range 9 West, at approximate latitude 30 degrees 24 minutes 54 seconds North and longitude 88 degrees 51 minutes 33 seconds West, said point also being situated in the Back Bay of Biloxi;

Thence run North a distance of 3,900 feet, more or less, to a point in the middle of the mouth of said Old Fort Bayou, said point being situated in said Township 7 South, said Range 9 West, at approximate latitude 30 degrees 25 minutes 38 seconds North and longitude 88 degrees 51 minutes 33 seconds West;

Thence follow the meanderings of the centerline of said Old Fort Bayou in a general Easterly direction to a point at its intersection with the East line of Section 22, Township 7 South, Range 8 West, said point being the POINT OF BEGINNING;

Said described lands being situated either entirely or partially in Sections 14, 24 and 25, Township 7 South, Range 9 West; Sections 13, 14, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, and 36 Township 7 South, Range 8 West; Sections 7, 18, 19, 30, 31 and 32, Township 7 South, Range 7 West; Section 6, Township 8 South, Range 7 West; Sections 1, 2 and 3, Township 8 South, Range 8 West; and a portion of the waters of Back Bay of Biloxi, Biloxi Bay, Old Fort Bayou and Davis Bayou; all being situated in the Southwest portion of Jackson County, Mississippi.

SECTION 4. The City of Ocean Springs, Mississippi shall make the following improvements in said annexed territory to be completed within a reasonable time, not to exceed five (5) years from the effective date of the Amended Ordinance, unless delayed by war or military preparedness:

- (a) Improve existing streets and drainage where necessary and economically feasible and legally permissible;
- (b) Install water lines, water service, sewage collection and transmission lines, and street lighting, where necessary and economically feasible and legally permissible; and
- (c) Said services shall be furnished in the same manner as such services are being furnished to the present citizens, businesses and property owners of the municipality where necessary and economically feasible and legally permissible.

SECTION 5. The City of Ocean Springs, Mississippi shall furnish to the said annexed territory the following municipal and public services in the same manner and to the same extent as such services are being furnished to the present citizens of the municipality, such services to begin on the effective date of this Amended Ordinance, to wit:

- (a) police protection;
- (b) municipal court services;

- (c) animal control services;
- (d) first response fire protection and fire prevention services;
- (e) emergency medical services;
- (f) emergency preparedness and civil defense services;
- (g) engineering services;
- (h) maintenance of streets and related structures;
- (i) right of way maintenance services;
- (j) traffic systems maintenance services;
- (k) street lighting;
- (l) administration of sanitation service;
- (m) access to the City's cultural facilities, services and programs;
- (n) access to the City's parks and recreation facilities and programs;
- (o) water and sewer utility services at in-city rates for those who are customers of the City utility services;
- (p) municipal planning and zoning services;
- (q) municipal code enforcement and building inspection services;
- (r) the right to fully participate in the affairs of the municipality through direct involvement and the right to exercise the ballot (vote) in municipal elections upon registering and meeting all statutory and constitutional requirements; and
- (s) the use and benefit of all other municipal services and facilities furnished to all present citizens of the City of Ocean Springs, Mississippi.

SECTION 6. The City of Ocean Springs, Mississippi shall undertake the following re-districting, planning and zoning activities following the effective date of the Amended Ordinance, to wit:

- (a) Within six (6) months of the effective date of this Amended Ordinance, the City of Ocean Springs will prepare and the Aldermen will adopt a Redistricting Plan for the Board of Aldermen so as to include all territory and persons annexed into the City. The Redistricting Plan shall conform with the Voting Rights Act of 1965, as amended.

This Redistricting Plan will provide for proportional representation of all persons annexed and will in all other ways conform with applicable Federal regulations;

- (b) The City of Ocean Springs shall enlarge, update, revise and amend its Comprehensive Plan to include all territory annexed into the municipality and the Board of Aldermen shall adopt such revisions fulfilling all legal requirements to do so including public notice and a public hearing on enlargement, updating, revision and amendment of the Comprehensive Plan; and
- (c) Following modification of the Comprehensive Plan to include territories annexed, the City of Ocean Springs shall prepare and adopt revisions to the Official Zoning Map and such Zoning Ordinance text amendments, as are warranted and necessary. All territory annexed shall be included on the City's Official Zoning Map. Adoption of Zoning Ordinance text amendments, Zoning Map amendments, and Comprehensive Plan amendments by the Board of Aldermen shall occur after proper notice and public hearing(s).

SECTION 7. This Amended Ordinance shall become effective ten (10) days after the date of the entry of decree of the Chancery Court of Jackson County, Mississippi, approving, ratifying and confirming the enlargement and extension of the municipal boundaries of the City of Ocean Springs, Mississippi as established by this Amended Ordinance and the final judgment of the said Chancery Court or, in the event an appeal is taken therefrom, within ten (10) days from the final determination of such appeal. All other prior ordinances or enactments in conflict with this Amended Ordinance are hereby repealed.

SECTION 8. The City of Ocean Springs, Mississippi, through its City Attorney Robert W. Wilkinson and Special Counsel J. Chadwick Mask, shall file a petition in the Chancery Court of Jackson County, Mississippi, which petition shall pray for the approval, ratification and confirmation by said Court of the enlargement and extension of the municipal boundaries and limits of the City of Ocean Springs, Mississippi, as herein fixed and determined. The petition shall have attached thereto a certified copy of this Amended Ordinance and a plat showing the boundaries of the said City of Ocean Springs, Mississippi, as they will exist in the event such enlargement and extension becomes effective pursuant to this Amended Ordinance; and that the attorneys for the City of Ocean Springs, Mississippi, and the governing authorities are hereby authorized to file such other pleadings in the Chancery Court of Jackson County, Mississippi, and take all other necessary steps such that the expansion of the municipal boundaries authorized hereby be ratified, approved and confirmed according to the laws of the State of Mississippi.

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There came on for consideration AN AMENDED ORDINANCE ENLARGING, EXTENDING, AND DEFINING THE CORPORATE LIMITS AND BOUNDARIES OF THE CITY OF OCEAN SPRINGS, JACKSON COUNTY, MISSISSIPPI; SPECIFYING THE IMPROVEMENTS TO BE MADE IN THE ANNEXED TERRITORY AND THE MUNICIPAL OR PUBLIC SERVICES TO BE RENDERED THEREIN; AND FOR OTHER PURPOSES RELATED THERETO; having been introduced and considered (no member of the governing authority having requested a reading of the Amended Ordinance) on June _____, 2023, at a regular meeting of the Ocean Springs Board of Aldermen and upon motion by Alderman _____ and seconded by Alderman _____ in favor of approving said Amended Ordinance, the Amended Ordinance was approved by the following vote:

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

The Mayor then declared the Amended Ordinance adopted on this the ____ day of June, 2023.

CITY OF OCEAN SPRINGS, MISSISSIPPI

BY: _____
Kenny Holloway, Mayor

ATTEST:

WITNESS my signature and official seal of this office on this, the ____ day of
June, 2023.

Patty Gaston, Ocean Springs City Clerk

The Mayor and Board of Aldermen (the “Governing Body”) of the City of Ocean Springs, Mississippi (the “City”), took up for consideration the following resolution:

RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF OCEAN SPRINGS, MISSISSIPPI, DECLARING THE INTENTION OF THE CITY OF OCEAN SPRINGS, MISSISSIPPI, TO ISSUE TAX INCREMENT FINANCING BONDS OF SAID CITY TO FINANCE THE COST OF INSTALLING AND CONSTRUCTING CERTAIN INFRASTRUCTURE IMPROVEMENTS IN CONNECTION WITH THE REDEVELOPMENT OF 1515 GOVERNMENT STREET AND RELATED IMPROVEMENTS WITHIN SAID CITY IN ACCORDANCE WITH THE AUTHORITY GRANTED TO MUNICIPALITIES BY THE LEGISLATURE WITH RESPECT TO TAX INCREMENT FINANCING AS SET FORTH IN CHAPTER 45 OF TITLE 21, MISSISSIPPI CODE OF 1972, AS AMENDED; FINDING AND DETERMINING THAT SUCH PROJECT IS A PROJECT ELIGIBLE FOR TAX INCREMENT FINANCING IN ACCORDANCE WITH SAID ACT; AND FOR RELATED PURPOSES.

WHEREAS, the Mississippi “Tax Increment Financing Act”, Title 21, Chapter 45, Mississippi Code of 1972, as amended (the “TIF Act”), authorizes municipalities and counties in the State of Mississippi to undertake and carry out redevelopment projects, as defined therein, with the use of Tax Increment Financing (“TIF”), and also to carry out such projects jointly with other local governmental units pursuant to the Interlocal Cooperation Act, Title 17, Chapter 13, Mississippi Code of 1972, as amended (the “Interlocal Act”) or pursuant to the Regional Economic Development Act, Title 57, Chapter 64, Mississippi Code, as amended from time to time (the “REDA Act”); and

WHEREAS, the Governing Body of the City, acting for and on behalf of the City, is authorized by the TIF Act to undertake redevelopment projects, including, but not limited to, the acquisition of project areas within the City, the removal of existing buildings and other improvements upon such project areas, the installation, construction or reconstruction of streets, utilities, storm drainage, sidewalks, and other site improvements on such project areas and areas in support of the project and/or preparatory work incidental thereto in order to encourage private development within the City; and

WHEREAS, the Governing Body, acting for and on behalf of the City, is also authorized by the TIF Act to issue tax increment financing bonds to finance such redevelopment projects; and

WHEREAS OHOS Development, LLC (the “Developer”) proposes to develop a mixed-use tourism destination consisting of a boutique hotel and restaurant, parking garage, food hall, retail and condominiums (the “Project”) on 2.1-acres off 1515 Government Street (the “TIF District”), said all as described in the document entitled *Tax Increment Financing Plan for 1515 Government Street, City of Ocean Springs, June 2023* (as attached hereto as Exhibit A, the “TIF Plan”); and

WHEREAS, The City intends to support the Project and to allow proceeds from bonds issued pursuant to the TIF Plan to be used for the cost of the planning, design, construction and

financing of the required on-site and off-site improvements, including, but not limited to, installation of utilities such as domestic water, fire suppression water, sanitary sewer, storm drainage, electricity, natural gas and telecommunication facilities, site improvements, parking facilities, and construction of commercial roads and streets with curb and gutter, sidewalks, traffic signalization, signage, lighting and landscaping, and such other required, related and incidental costs necessary or advisable for any of same, all in order to encourage, accommodate and facilitate the successful construction, development and operation of the Project (all collectively, the “Infrastructure Improvements”); and

WHEREAS, the Developer is requesting the assistance of the City in providing funding for the Infrastructure Improvements and related costs by the utilization of tax increment financing pursuant to the TIF Act; and

WHEREAS, it is anticipated that there will be substantial increases in ad valorem taxes of the City and Jackson County (the “County”), City sales tax rebates and special sales taxes generated by and within the TIF District during the next several years as a result of the construction of the Project that TIF Bonds may be sold and issued at a time or times in the reasonably near future as a result of such development; and

WHEREAS, the Governing Body has identified various parts of the City in need of development and redevelopment and does hereby find that the Project is a project of major economic significance within the City and qualifies as a project eligible for TIF as set forth in the TIF Act, and participation on the part of the City is necessary and would be in the public interest and in the best interest of the public health, safety, morals, and welfare of the City; and

WHEREAS, as will be more particularly described in the TIF Plan for the Project, a portion of the Infrastructure Improvements may be constructed on the privately-owned portion of the Project or adjacent thereto and will not be conveyed or dedicated to the City upon completion of the Project; and

WHEREAS, it is in the best interest of the City that the Infrastructure Improvements, if any, constructed on the privately-owned portion of the Project not be conveyed or dedicated to the City; and

WHEREAS, the City proposes to issue TIF bonds, notes or other debt instruments not to exceed One Million Dollars (\$1,000,000) (the “TIF Bonds”) for not less than a term of fifteen (15) years, said TIF bonds to be secured by a pledge 100% of the incremental increase in the City’s sales tax rebates (except for any funds received by the City as a result of a special sales tax levy and except for any rebates diverted to the Tourism Project Sales Tax Incentive Fund and 100% of the increase in the City’s real and personal property ad valorem tax revenues generated from the Project within the TIF District but excluding taxes for public school purposes, which shall not be pledged as security for the TIF Bonds (the “City Ad Valorem Tax Increment”). It is the intent of the City that proceeds from the TIF Bonds (when and if issued) will be used to defray the costs

of the Infrastructure Improvements and related cost of the Project after first paying the City's costs of issuance; and

WHEREAS, the principal amount of the TIF Bonds, if and when issued, will be determined based on the sum of (a) the City Ad Valorem Tax Increment, (b) 50% of the City Sales Tax Increment and (c) may include County participation as set forth in the TIF Plan.

WHEREAS, the City and the County may enter into a an Interlocal Agreement pursuant to the Interlocal Act to support the Project and to allow proceeds of the TIF Bonds to be used to pay the costs of the Project and to provide additional security for the TIF Bonds; and

WHEREAS, pursuant to the TIF Act, in order to proceed with the issuance of the TIF Bonds and reimbursing the developer for certain costs of the Infrastructure Improvements, it is necessary to hold a public hearing on the TIF plan as required by the TIF Act; and

WHEREAS, the Governing Body of the City reasonably expects that it will incur expenditures for the Project and the TIF Bonds prior to the issuance of the TIF Bonds, and that it should declare its official intent to reimburse itself for all or a portion of such expenditures of the Project and the TIF Bonds made in anticipation of the issuance of the TIF Bonds; and

WHEREAS, the Governing Body is authorized and empowered by the TIF Act to issue the TIF Bonds for the purposes as herein set forth, and there are no other available funds on hand or available from regular sources of income for such purposes.

NOW, THEREFORE, BE IT RESOLVED by the Governing Body of the City, as follows:

Section 1. This Resolution is adopted by the Governing Body of the City pursuant to the TIF Act and all matters and things recited in the premises and preamble of this Resolution are found and determined to be true and accurate.

Section 2. That receipt of the *Tax Increment Financing Plan for 1515 Government Street, City of Ocean Springs, June 2023* is hereby acknowledged.

Section 3. Pursuant to Section 1.150-2 of the Treasury Regulations issued pursuant to the Internal Revenue Code of 1986, as amended (the "Reimbursement Regulations"), the Governing Body of the City hereby declares its official intent to reimburse expenditures made for the Project and the TIF Bonds prior to the issuance of the TIF Bonds, to the extent permitted by the Reimbursement Regulations and subject to the approval of the TIF District, the TIF Plan and a development agreement to be entered into between the City and the Developer. Said TIF Bonds may be sold and issued by the City in one or more series which may be taxable or tax exempt and will be issued pursuant to subsequent resolutions of the Governing Body; provided, however, issuance of the TIF Bonds will be subject to the Project's compliance with the TIF Act.

Section 4. The Governing Body does hereby find and determine that the Project is in the best interest of the City and its future development and that it is in the best interest of the City and the citizens of the City that the provisions of the TIF Act requiring dedication of the “redevelopment project” to the City not apply to those Infrastructure Improvements, if any, which are constructed on the privately owned portion of the Project and adjacent to the Project.

Section 5. That a public hearing shall be held with respect to the TIF Plan at the regular meeting place of the Governing Body at City Hall, 1018 Porter Avenue, Ocean Springs, MS 39564, at 6:00 PM on July 18, 2023

Section 6. That the Clerk is hereby directed to publish a notice of hearing, a sample of which is attached hereto in substantial form as Exhibit B in *The Sun Herald* one (1) time not less than ten (10) days nor more than twenty (20) days prior to the date established for the hearing.

Alderman _____ moved for the adoption of the resolution, and Alderman _____ seconded the motion for its adoption. The matter was then put to a roll call vote, and the result was as follows:

Alderwoman Jennifer Burgess	voted: _____
Alderman Rickey Authement	voted: _____
Alderman Kevin Wade	voted: _____
Alderman Ken Papania	voted: _____
Alderman Robert Blackman	voted: _____
Alderman Michael Impey	voted: _____
Alderman Bobby Cox	voted: _____

The motion having received the affirmative vote of a majority of the members present, the Mayor declared the motion carried and the resolution adopted this, the 20th day of June, 2023.

ATTEST:

Kenny Holloway, Mayor

Patty Gaston, City Clerk (seal)

Exhibit A

**TIF Plan
(Attached)**



TAX INCREMENT FINANCING PLAN FOR
1515 GOVERNMENT STREET
CITY OF OCEAN SPRINGS, JACKSON COUNTY,
MISSISSIPPI, JUNE 2023

Prepared by:

GOURAS & ASSOCIATES

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**TAX INCREMENT FINANCING PLAN FOR 1515 GOVERNMENT STREET,
CITY OF CITY OF OCEAN SPRINGS, MISSISSIPPI, JUNE 2023**

ARTICLE I

A. PREAMBLE

1. The administration and implementation of this *Tax Increment Financing Plan for 1515 Government Street, City of Ocean Springs, Mississippi, June 2023* (the “TIF Plan”) will be an undertaking of the City of Ocean Springs (the “City”) authorized pursuant to Section 21-45-1 et seq., Mississippi Code of 1972, as amended (the “TIF Act”), Section 17-13-1 et seq., Mississippi Code of 1972, as amended (the “Interlocal Act”), and in accordance with the *Tax Increment Financing Redevelopment Plan for Ocean Springs, Mississippi, June 2023* (the “Redevelopment Plan”) and will be administered and implemented as a joint undertaking of the City and Jackson County, Mississippi, (the “County”).
2. The City and County will enter into an interlocal cooperation agreement which will designate the City as the primary party in interest in carrying the project forward. The issuance of bonds to provide funds to finance the costs of improvements identified in the TIF Plan will be a joint undertaking of the City and County whereby the City may issue tax increment financing bonds as authorized herein and by the TIF Act to finance the Project as more fully described herein (the “TIF Bonds”). The TIF Bonds authorized by this TIF Plan shall not exceed One Million Dollars (\$1,000,000) and shall be issued for a term not to exceed fifteen (15) years.
3. The Mayor and The Board of Alderman (the “Governing Body”) do hereby find and determine that the Project is in the best interest of the City and its future development and that it is in the best interest of the City and its citizens that the provision of Section 21-45-9 of the Act requiring dedication of the “redevelopment project” to the City not apply to those improvements which are constructed on the privately owned portion of the Project (defined below).
4. OHOS Development, LLC (the “Developer”) proposes to develop a mixed-use tourism destination in the heart of Ocean Springs. The 2.1-acre project consists of a boutique hotel and restaurant, parking garage, food hall, retail, and condominiums, located in the City’s vibrant downtown (the “Project”). The proposed \$32.9MM Project is strategically located near existing shops and businesses, restaurants, and bars, along with recreational and cultural activities. The Project will be located in a “TIF District” more particularly described on Exhibit A here to and identified by the Tax Parcels set forth in Article VII of this TIF Plan.
5. The tax increment financing funds as identified herein will be used to defray the cost of all or a portion of the Infrastructure Improvements (defined below) to serve the

Project and the community as a whole.

6. The Developer has provided information to the City regarding the proposed site plan, the amount of the private investment, sales tax, ad valorem tax, and job creation projections. Estimates by the Developer of ad valorem taxes were made through consultation with the office of the Jackson County Tax Assessor.

B. STATEMENT OF INTENT

1. The City may issue the TIF Bonds pursuant to the authority outlined hereinabove in an amount not to exceed One Million Dollars (\$1,000,000) for a term not to exceed fifteen (15) years, which funds will be used to pay the cost of acquiring, installing or constructing various public or privately owned infrastructure improvements, including but not limited to, installation, rehabilitation and/or relocation of utilities such as water, sanitary sewer; construction, renovation, or rehabilitation of drainage improvements, roadways, curbs and gutters, sidewalks, site improvements, surface and structured parking, paving and other related parking lot improvements; relocation, acquisition or construction of electrical lines, lighting, signalization, buildings, and land, if necessary therefor; acquisition of land, structures or improvements within the TIF District necessary to the development of the Project; selling or leasing of property acquired by the City within the TIF District for not less than fair market value for uses in accordance with this TIF Plan; landscaping of rights-of way; for other purposes authorized pursuant to the TIF Act; related architectural and engineering fees, attorney's fees, TIF Plan preparation fees, issuance costs, capitalized interest, and other related soft costs, all as may be authorized by the TIF Act (collectively, the "Infrastructure Improvements"). The Infrastructure Improvements described herein above may be acquired, constructed or installed within the TIF District or land adjacent to and serving the TIF District.
2. As security for the TIF bonds the City will pledge 100% of the incremental increase in the City's sales tax rebates (except for any funds received by the City as a result of a special sales tax levy and except for any rebates diverted to the Tourism Project Sales Tax Incentive Fund¹ (the "City Sales Tax Increment") and the increase in the City's real and personal property ad valorem tax revenues generated from the Project within the TIF District, but excluding taxes for public school purposes which shall not be pledged as security for the TIF Bonds (the "City Ad Valorem Tax Increment"), the City Sales Tax Increment and City Ad Valorem Tax Increment being collectively referred to as the "City's Tax Increment".
3. As security for the TIF Bonds the County may pledge revenues from 25 of the

¹ The City has agreed to participate in the Tourism Project Incentive Program ("TIP") provided for in Miss. Code Ann. §75-76-177, whereby the City's sales tax rebate of 18.5% of the State's 7% is diverted to the State's TIP fund.

County's mills when applied to the incremental increase in the "Captured Assessed Value" (as that term is defined in the TIF Act) of the real and personal property located in and constituting the TIF District, excluding, however, all taxes for the Ocean Springs School District (the "County's Tax Increment").

4. The City may issue the TIF Bonds and reimburse the Developer for all or a portion of the costs of the Infrastructure Improvements in accordance with an agreement to be entered into between the City and the Developer as authorized by the TIF Act (the "Development Agreement").
5. The construction of the Infrastructure Improvements will be undertaken to provide for the public convenience, health, and welfare.

C. PUBLIC CONVENIENCE AND NECESSITY: The public convenience and necessity requires participation by the City and County in the Project. The Project will accomplish the following, which will provide for the public convenience and necessity and serve the best interests of the citizens of the City and County:

- 1) Construction of the Project will represent a private investment of approximately \$32,900,000.
- 2) The Project will create construction jobs and approximately 48 permanent part-time and full-time jobs upon completion; however, payroll will depend on market conditions and the mix of tenants locating at the Project.
- 3) It is projected that the Project will result in an annual real and personal property tax increase of about \$32,602 for the City.
- 4) It is projected that the Project will result in an annual real and personal property tax increase of about \$57,672 for the County.
- 5) It is anticipated that the Project will yield an annual real and personal property tax increase of about \$74,764 for the Ocean Springs School District.
- 6) The sales generated by the completed Project are projected to surpass \$7,262,000 annually.
- 7) The anticipated level of annual sales will result in annual sale tax rebates to the City of approximately \$94,043².
- 8) The Project will generate approximately \$56,115 annually pursuant to the City's 2% special sales tax for parks and recreation tax levied on restaurants.

² The City has agreed to participate in the Tourism Project Incentive Program ("TIP") provided for in Miss. Code Ann. §75-76-177, whereby the City's sales tax rebate of 18.5% of the State's 7% is diverted to the State's TIP fund.

9) The Project will generate approximately \$49,126 annually pursuant to the City's Tourism and Economic Development Tax.

10) The Project will generate approximately \$49,126 annually pursuant to the County's 2% Hotel and Motel Tax.

ARTICLE II PROJECT INFORMATION

A. REDEVELOPMENT PROJECT DESCRIPTION: OHOS Development, LLC (the "Developer") proposes to develop a mixed-use tourism destination in the heart of Ocean Springs. The 2.1-acre project consists of a boutique hotel and restaurant, parking garage, food hall, retail, and condominiums, located in the City's vibrant downtown (the "Project"). The proposed \$32.9MM Project is strategically located near existing shops and businesses, restaurants, and bars, along with recreational and cultural activities. The Project will be located in a "TIF District" more particularly described on Exhibit A here to and identified by the Tax Parcels set forth in Article VII of this TIF Plan.

B. DEVELOPER'S INFORMATION: OHOS Development, LLC
Attn: John Oropesa
P.O. Box 788
Biloxi, Mississippi 39533

ARTICLE III ECONOMIC DEVELOPMENT IMPACT DESCRIPTION

A. JOB CREATION: The Project will create construction jobs and approximately 48 permanent full and part-time jobs upon completion. Annual payroll is currently unknown.

B. FINANCIAL BENEFIT TO THE COMMUNITY

1. **Ad Valorem Tax Increases:** The construction and development of the Project will generate increased ad valorem tax revenues for the City, the County, and the School District.
2. **Retail Sales:** The Project site is currently dormant, and upon completion of the Project, retail sales will increase, creating an additional annual sales tax rebates for the City.
3. **Special Taxes:** The Project will generate approximately \$56,115 annually pursuant to the City's 2% Food and Beverage Tax, approximately \$49,126 annually pursuant to

the City's Tourism and Economic Development Tax, and approximately \$49,126 annually pursuant to the County's 2% Hotel and Motel Tax.

4. Pledge: The City will pledge all of the City's Tax Increment, and the County may pledge all of the County's Tax Increment to secure the TIF Bonds³. The principal amount of the TIF Bonds will be determined based on the sum of (a) the City Ad Valorem Tax Increment, (b) 50% of the City Sales Tax Increment and (c) the County's Tax Increment.

ARTICLE IV

THE OBJECTIVE OF THE TAX INCREMENT FINANCING PLAN

A. CONSTRUCTION OF IMPROVEMENTS: The Infrastructure Improvements acquired and/or constructed for the Project will be consistent with the Redevelopment Plan. The Project and the Infrastructure Improvements will be constructed in accordance with standards, codes, and ordinances of the City, and the Project will further the goals and objectives of the Redevelopment Plan.

B. PUBLIC CONVENIENCE AND NECESSITY: The primary objective of this TIF Plan is to serve the public convenience and necessity by participating in the Project. The TIF Plan will provide financing to acquire and construct the Infrastructure Improvements to serve the general public and the Project.

C. HEALTH AND WELFARE OF THE PUBLIC PROVIDED FOR: The Infrastructure Improvements will provide for the health and welfare of the public by providing for safe and adequate infrastructure for the use and benefit of the property and the public. Therefore, it is in the best interest of the City and the County if some or all of the Infrastructure Improvements are publicly or privately owned. The Project will develop a dormant commercial site into a boutique hotel and restaurant, parking garage, food hall, retail, and condominiums, located in the City's vibrant downtown, increasing the City, County, and School District's tax revenues and utilizing a site that has remained under used and undeveloped for years.

ARTICLE V

A STATEMENT INDICATING THE NEED AND PROPOSED USE OF THE TAX INCREMENT FINANCING PLAN IN RELATIONSHIP TO THE REDEVELOPMENT PLAN

The use of TIF is an inducement that will result in the redevelopment of underdeveloped, dormant property in the City and the County. This TIF Plan allows the implementation of TIF as a financing mechanism for the acquisition and construction of Infrastructure Improvements necessary to induce development within the TIF District and serve the public who will utilize and benefit from the development of the Project. This will be an undertaking of the City and will include County participation.

³ The City's Tax Increment and the County's Tax Increment are defined in Article I, B(2) and (3), respectively.

ARTICLE VI

A STATEMENT CONTAINING THE COST ESTIMATE OF THE REDEVELOPMENT PROJECT, PROJECTED SOURCES OF REVENUE TO MEET THE COSTS, AND TOTAL AMOUNT OF INDEBTEDNESS TO BE INCURRED

A. COST ESTIMATE OF REDEVELOPMENT PROJECT

1. The development of the TIF District will represent a private investment of approximately \$32,900,000. The proceeds of the TIF Bonds will be used to pay the cost of acquiring and/or constructing various Infrastructure Improvements, more particularly described in Article I, Section B.
2. The construction of the Infrastructure Improvements will be undertaken to provide for the public convenience, health, and welfare.
3. Proceeds of the TIF Bonds may also be used to fund capitalized interest, a debt service reserve fund and/or for other purposes as may be permitted under the TIF Act.

B. PROJECTED SOURCES OF REVENUE TO MEET COSTS

1. TIF Bonds may be issued after all or a portion of the Infrastructure Improvements are constructed and tax revenues from the Project are sufficient to issue TIF Bonds to reimburse the Developer and/or the City for the construction costs thereof all in accordance with the Development Agreement.
2. Pledge: The City will pledge the City's Tax Increment and the County may pledge the County's Tax Increment to secure the TIF Bonds⁴.

C. TOTAL AMOUNT OF INDEBTEDNESS TO BE INCURRED

1. The City may issue up to One Million Dollars (\$1,000,000) in TIF Bonds for a term not to exceed fifteen (15) years which will be secured by a pledge of the City's Tax Increment and the County's Tax Increment, and the TIF Bonds may be issued after all or a portion of the Infrastructure Improvements are constructed and tax revenues from the Project are sufficient to issue TIF Bonds to reimburse the Developer and/or the City for the construction costs thereof all in accordance with the Development Agreement.
2. The principal amount of the TIF Bonds will be determined based on the sum of (a) the City Ad Valorem Tax Increment, (b) 50% of the City Sales Tax Increment and (c) the County's Tax Increment.

⁴ The City's Tax Increment and the County's Tax Increment are defined in Article I, B(2) and (3), respectively.

3. The amount and timing of the issuance of the TIF Bonds shall be determined pursuant to further proceedings of the City.

ARTICLE VII

REAL PROPERTY TO BE INCLUDED IN TAX INCREMENT FINANCING DISTRICT

A. PARCEL NUMBERS FOR THE TIF DISTRICT: The real property to be included in the TIF District from which the ad valorem real and personal property tax revenues and sales tax rebates will be generated to finance the TIF Bonds contains approximately 2.1 acres, more or less, and is described below and in the map attached hereto as **Exhibit A**. The below True and Assessed Values were obtained from the Jackson County Tax Assessor's office.

Owner	Parcel	True Value	Assessed Value
OHOS Land, LLC	60119358.000	\$708,580	\$106,287

ARTICLE VIII

DURATION OF THE TAX INCREMENT FINANCING PLAN'S EXISTENCE

This TIF Plan shall remain in effect and existence from the date of its approval by the Governing Body for fifteen (15) years or so long as there are TIF Bonds outstanding, whichever is longer.

ARTICLE IX

ESTIMATED IMPACT OF TAX INCREMENT FINANCING PLAN UPON THE REVENUES OF ALL TAXING JURISDICTIONS IN WHICH A REDEVELOPMENT PROJECT IS LOCATED

A. AD VALOREM TAX INCREASES: The construction and development of the Project will generate an increase in the ad valorem tax revenues for the City, the County, and the School District. The below are estimates for real and personal property ad valorem taxes for the TIF District are based on an assumed combined true value of \$10,089,210 and represents projected taxes after the Project has been completed.

B.

Entity	Millage**	2020 Taxes	After Project	Increment
City	28.92	\$2,861	\$35,463	\$32,602
County	51.36	\$5,353	\$62,980	\$57,627
School*	66.75	\$7,088	\$81,852	\$74,764
TOTAL:	147.03	\$15,302	\$180,296	\$164,994

* School District taxes are not eligible for use as security or payment for the TIF Bonds and are included for informational purposes only.

** May fluctuate annually as determined by the City, County, or School District, respectively.

- C. RETAIL SALES:** It is projected that retail sales are estimated to be in excess of \$7,262,000 annually, creating an annual sales tax rebate of \$94,043 for the City.
- D. SPECIAL TAXES:** It is anticipated that the completed Project will generate approximately \$56,115 annually pursuant to the City's 2% Food and Beverage Tax. The Project will generate approximately \$49,126 annually pursuant to the City's Tourism and Economic Development Tax. The Project will generate approximately \$49,126 annually pursuant to the County's 2% Hotel and Motel Tax.

The pledge of the City's Tax Increment and the County's Tax Increment as security for the TIF Bonds, and the determination of the principal amount of the TIF Bonds are both set forth in Articles I, VI and XII of this TIF Plan.

ARTICLE X

A STATEMENT REQUIRING THAT A SEPARATE FUND BE ESTABLISHED TO RECEIVE AD VALOREM TAXES, SALES TAX REBATES, AND THE PROCEEDS OF ANY OTHER FINANCIAL ASSISTANCE

A separate fund entitled the "Tax Increment Bond Fund: 1515 Government Street" shall be established by the City to receive ad valorem taxes, sales tax rebates, and any other funds remitted in connection with this TIF Plan.

ARTICLE XI

THE GOVERNING BODY OF THE CITY SHALL BY RESOLUTION FROM TIME TO TIME, DETERMINE (i) THE DIVISION OF AD VALOREM TAX RECEIPTS, IF ANY, THAT MAY BE USED TO PAY FOR THE COST OF ALL OR ANY PART OF A REDEVELOPMENT PROJECT; (ii) THE DURATION OF TIME IN WHICH SUCH TAXES MAY BE USED FOR SUCH PURPOSES; (iii) IF THE GOVERNING BODY SHALL ISSUE BONDS FOR SUCH REDEVELOPMENT PROJECT; AND (iv) SUCH OTHER RESTRICTIONS, RULES AND REGULATIONS AS IN THE SOLE DISCRETION OF THE GOVERNING BODY OF THE CITY SHALL BE NECESSARY IN ORDER TO PROMOTE AND PROTECT THE PUBLIC INTEREST.

Through the adoption of the TIF Plan, the Governing Body of the City acknowledges the above and shall adopt the necessary resolutions when necessary and appropriate for the implementation of this TIF Plan.

ARTICLE XII

PLAN OF FINANCING

A. SECURITY FOR THE TIF BONDS

1. The TIF Bonds will be issued after all or a portion of the Infrastructure Improvements are constructed and tax revenues from the Project are sufficient to issue TIF Bonds to reimburse the Developer and/or the City for the construction costs thereof all in accordance with the Development Agreement.

2. Pledge: The City will pledge the City's Tax Increment and the County may pledge the County's Tax Increment to secure the TIF Bonds⁵.

B. FURTHER PROCEEDINGS OF THE CITY: The City shall take such further actions as required for the implementation of the TIF Plan.

C. AMOUNT AND TIMING OF ISSUANCE

1. The City will issue up to One Million Dollars (\$1,000,000) in TIF Bonds for a term not to exceed fifteen (15) years which may be secured by the pledge of all or a portion of the City's Tax Increment and the County's Tax Increment, and the TIF Bonds will be issued after all or a portion of the Infrastructure Improvements are constructed and tax revenues from the Project are sufficient to issue TIF Bonds to reimburse the Developer and/or the City for the construction thereof all in accordance with the Development Agreement.
2. The principal amount of the TIF Bonds will be determined based on the sum of (a) the City Ad Valorem Tax Increment, (b) 50% of the City Sales Tax Increment and (c) the County's Tax Increment.
3. The amount and timing of the issuance of the TIF Bonds shall be determined pursuant to further proceedings of the City.

⁵ The City's Tax Increment and the County's Tax Increment are defined in Article I, B(2) and (3), respectively.

EXHIBIT A

Attached

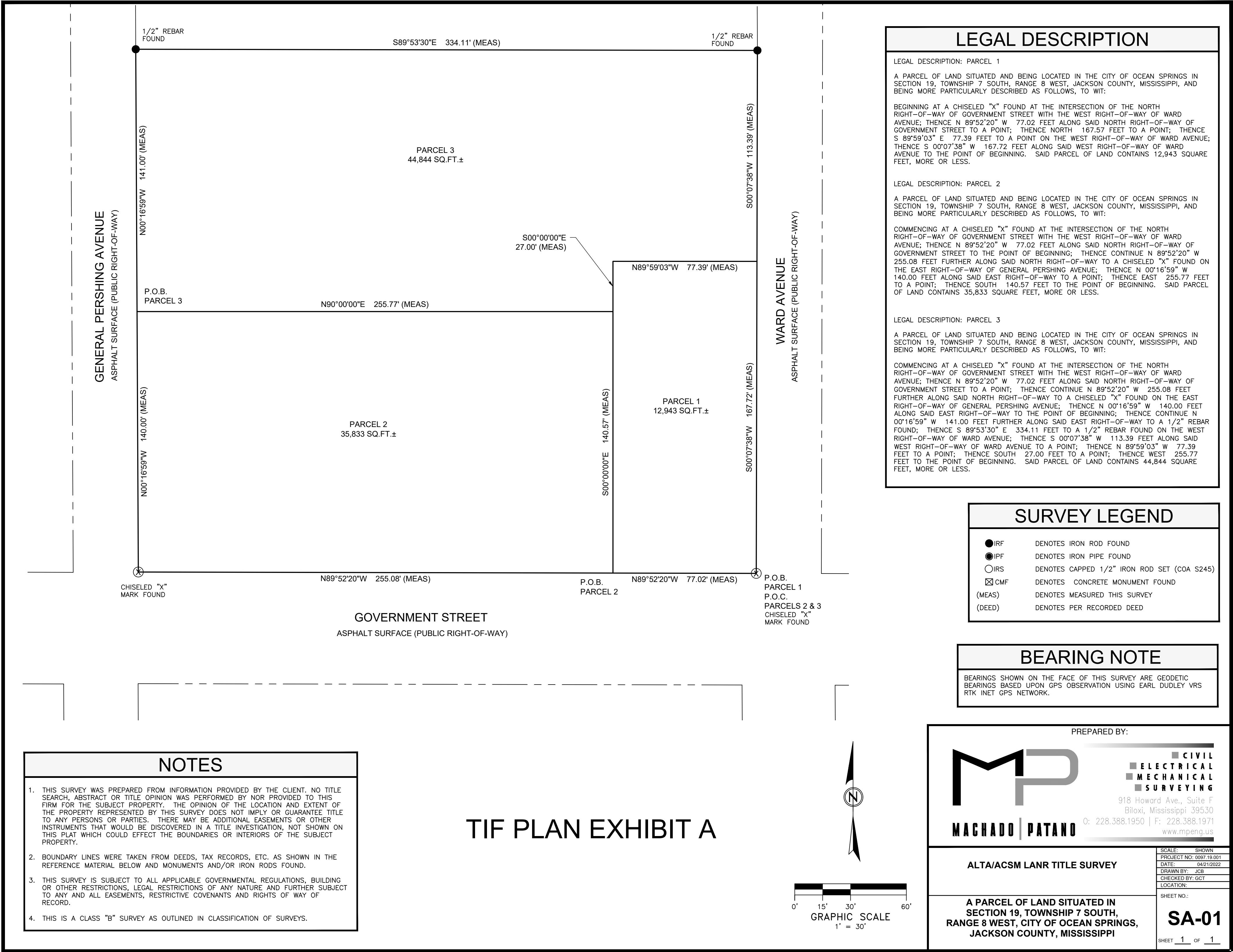


Exhibit B

NOTICE OF PUBLIC HEARING: TAX INCREMENT FINANCING PLAN FOR 1515 GOVERNMENT STREET

Notice is hereby given that a public hearing will be held on July 18, 2023, at 6:00 P.M. at 1018 Porter Avenue, City of Ocean Springs, Mississippi 39564, on the *Tax Increment Financing Plan for the Redevelopment of 1515 Government Street, City of Ocean Springs, Mississippi, June 2023* (the "TIF Plan"), for consideration by the Mayor and City Council. The City proposes to use the TIF Plan in compliance with the Tax Increment Financing Redevelopment Plan for the City of Ocean Springs Mississippi, June 2023, and further, to designate the project described in the TIF Plan as appropriate for development and tax increment financing.

The general scope of the TIF Plan is for the City to issue tax increment financing bonds ("TIF Bonds") not to exceed \$1,000,000 in one or more series which funds will be used to pay the cost of the planning, design, construction and financing of the required on-site and off-site improvements, including, but not limited to, installation of utilities such as domestic water, fire suppression water, sanitary sewer, storm drainage, a lift station, electricity, natural gas and telecommunication facilities, site improvements, parking facilities, and construction of commercial roads and streets with curb and gutter, sidewalks, traffic signalization, signage, lighting and landscaping, (all of the work listed in the foregoing clause herein defined as the "Infrastructure") and such other required, related and incidental costs necessary or advisable for any of same, all in order to encourage, accommodate and facilitate the successful construction, development and operation of the Project. The bonds or notes shall be secured solely by a pledge of the incremental increase in ad valorem tax revenues on real and personal property and will not be a general obligation of the City secured by the full faith, credit, and taxing power of the City or create any other pecuniary liability on the part of the City other than the pledge of the incremental increase in the ad valorem taxes set forth in the TIF Plan.

Construction of the project and payment of the bonds issued to construct the project will be paid as hereinabove set forth and will not require an increase in any kind or type of taxes within the City.

The City may exercise their authority to participate in Tax Increment Financing pursuant to Chapter 45 of Title 21, Mississippi Code of 1972, as amended (the "TIF Act").

Copies of the TIF Plan will be made available for examination in the office of the City Clerk in Ocean Springs, Mississippi.

This hearing is being called and conducted, and the TIF Plan has been prepared as authorized and required by Sections 21-45-1 et seq., Mississippi Code of 1972, as amended.

Witness my signature and seal, this the 20th day of June, 2023.

/S/ Kenny Holloway, Mayor

Publish One (1) Time in the Sun Herald on July 3, 2023

Send Invoice and Proof of Publication to: Patty Gaston, City Clerk
City of Ocean Springs
PO Box 1800
Ocean Springs, MS 39566-1800

Send Copy of Proof of Publication to: christiana@gourasandassociates.com

Christiana Sugg
Gouras & Associates
P. O. Box 1465
Ridgeland, MS

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 certified law enforcement officers employed by the City.

The only exception to the zero-tolerance policy for firearms and dangerous weapons in the workplace is if the Board of Aldermen find that, in the best interest of the City and the employee, that specific employee or employees need a firearm or a dangerous weapon for safety and/or security reasons. The stated employee or employees would only be allowed the exception after a majority vote in favor of same by the Board of Aldermen.

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 combustible or flammable liquid, or other substance, or device, that is likely to produce death or great bodily harm.
- (9) 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.

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 Aldermen

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

Re: Authorize the Mayor and Arts & Culture Coordinator to execute the Memorandum of Understanding (MOU) and Hold Harmless Agreements with Mary C. instructors/partners: Xavier Reichbaum, Devin Carter, Amanda Bruhl

Section: CONSENT AGENDA

Meeting Date: June 20, 2023

Authorize the Mayor and Arts & Culture Coordinator to execute the Memorandum of Understanding (MOU) and Hold Harmless Agreements with instructors/partners of the Mary C. for a term of one year:
Xavier Reichbaum
Devin Carter
Amanda Bruhl



Hours of Operation:
Tuesday – Saturday
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 PARTNER & THE MARY C. O'KEEFE CULTURAL ARTS CENTER

XAVIER REICHBHAUM (“the Partner”) 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 Partner 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 Partner.
4. The Mary C will provide the Partner 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”).

Partner Requirements

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

Mary C/Partner Collaboration

9. The Coordinator and Partner will work cohesively to provide a calendar of programming. The Coordinator and Partner 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 Partner 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 Partner 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 Partner 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 Partner inside or on the Mary C property. The Partner 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 Partner, 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 be automatically extended for an additional one (1) year period, not to exceed four (4) renewal terms.

Fees/Accounting

14. Fees payable to the City for shows hosted and/or produced by the Partner shall be based on a split of net profit. The Partner shall receive seventy-five percent (75%) of net profits and the City shall receive twenty percent (25%) of net profits, after costs and tech fees are paid. The City shall receive a minimum of \$600 per show.
15. The 25% allocated to the City will go toward general maintenance, accounting, utilities and other services performed or rendered in the operation of the Mary C.
16. When a show hosted/produced by the Partner requires ticket sales, but seat assignments are not required, all ticket sales shall be run through the City's ticketing system/platform. When a show hosted/produced by the Partner requires both ticket sales and assigned seating, the Partner may use their ticketing system/platform. Should the Partner's ticketing system/platform be used, the Partner shall provide the City with an official breakdown of sales from said ticketing system/platform within fourteen (14) days of the show or a reasonable time

thereafter, but not more than thirty (30) days beyond the show date.

17. The City shall keep accurate, true and complete books and records, which shall fully reflect the financial condition and results of operations of the Mary C.
18. Neither the Partner or any officer, employee, agent, or designee shall have any authority whatsoever to incur indebtedness on behalf of the City, nor to cause to allow a lien to be placed upon any property, real or personal, belonging to the City.
19. All revenue collected by the Partner, shall be sent to the City's accounting department at the end of each month, and the accounting department shall disburse the revenue to the Alliance and other contracted parties pursuant to this MOU after first being approved by the Board of Aldermen during the Board's regular/recess meeting.

Amendments

20. 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

21. 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

22. 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.

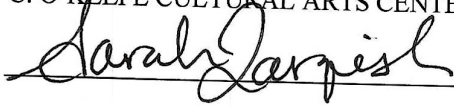
Contact Persons:

- 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 Partner – Xavier Reichbhaum

EXECUTED AND AGREED BY:

THE MARY C. O'KEEFE CULTURAL ARTS CENTER

BY:



DATE:

5.25.23

THE CITY

BY:

DATE:

(Xavier Reichbhaum)

BY:



DATE:

5/25/2023



Hours of Operation:
Tuesday - Saturday
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 PARTNER & THE MARY C. O'KEEFE CULTURAL ARTS CENTER

Devin Carter ("the Partner") 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 Partner 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 Partner.
4. The Mary C will provide the Partner 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").

Partner Requirements

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

Mary C/Partner Collaboration

9. The Coordinator and Partner will work cohesively to provide a calendar of programming. The Coordinator and Partner 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 Partner 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 Partner 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 Partner 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 Partner inside or on the Mary C property. The Partner 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 Partner, 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 be automatically extended for an additional one (1) year period, not to exceed four (4) renewal terms.

Fees/Accounting

14. Fees payable to the City for shows hosted and/or produced by the Partner shall be based on a split of net profit. The Partner shall receive seventy-five percent (75%) of net profits and the City shall receive twenty percent (25%) of net profits, after costs and tech fees are paid. The City shall receive a minimum of \$600 per show.
15. The 25% allocated to the City will go toward general maintenance, accounting, utilities and other services performed or rendered in the operation of the Mary C.
16. When a show hosted/produced by the Partner requires ticket sales, but seat assignments are not required, all ticket sales shall be run through the City's ticketing system/platform. When a show hosted/produced by the Partner requires both ticket sales and assigned seating, the Partner may use their ticketing system/platform. Should the Partner's ticketing system/platform be used, the Partner shall provide the City with an official breakdown of sales from said ticketing system/platform within fourteen (14) days of the show or a reasonable time

thereafter, but not more than thirty (30) days beyond the show date.

17. The City shall keep accurate, true and complete books and records, which shall fully reflect the financial condition and results of operations of the Mary C.
18. Neither the Partner or any officer, employee, agent, or designee shall have any authority whatsoever to incur indebtedness on behalf of the City, nor to cause to allow a lien to be placed upon any property, real or personal, belonging to the City.
19. All revenue collected by the Partner, shall be sent to the City's accounting department at the end of each month, and the accounting department shall disburse the revenue to the Alliance and other contracted parties pursuant to this MOU after first being approved by the Board of Aldermen during the Board's regular/recess meeting.

Amendments

20. 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

21. 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

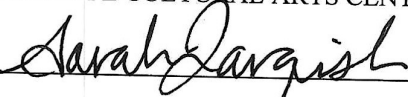
22. For purposes of this Agreement, notices provided for herein shall be in writing and shall be deemed to have been duly given (i) when received, if delivered personally or by courier, or (ii) on the date receipt is acknowledged, if delivered by certified mail, postage prepaid, return receipt requested. 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 Partner – Devin Carter

EXECUTED AND AGREED BY:

THE MARY C. O'KEEFE CULTURAL ARTS CENTER

BY:  DATE: 05.24.23

THE CITY

BY: _____ DATE: _____

(Devin Carter)

BY:  DATE: 05/24/23



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

Amanda Bruhl (“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

Amendments

i. 1600 Government St. Ocean Springs, MS 39564

b. For the City – Kenny Holloway, Mayor

c. For the Instructor –

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.

EXECUTED AND AGREED BY:

THE MARY C. O'KEEFE CULTURAL ARTS CENTER

BY:

Sarah Qarqish

DATE:

4-28-23

THE CITY

BY:

DATE:

(INSTRUCTOR NAME HERE)

BY:

AMANDA Bruhl ABruhl

DATE:

4-26-2023

MEMORANDUM

To: Mayor & Board of Aldermen
From: Ravin Nettles, Community Development
Re: Approve Run Permit for the Rotary Club of Ocean Springs 15th annual 5K RACE on October 21, 2023, using the Rotary Route. Applicant to pay all costs.
Section: CONSENT AGENDA
Meeting Date: June 20, 2023

I respectfully request approval of the following Run/Walk Permit Application:

Event: The 15th annual Rotary Club of Ocean Springs 5K

Date: October 21, 2023

Time: 6:00 p.m. – 9:00 p.m.

Location: Rotary Route

Participants: 350

Organization: The Rotary Club of Ocean Springs

Applicant: Mike Streiff

Insurance: N/A

Payment: once the application is approved.

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

MEMORANDUM

To: Mayor & Board of Aldermen

From: Patty Gaston, City Clerk
Vicky Hupe, Deputy City Clerk

Re: Adopt a revised fee schedule and authorize the public records request form revision

Section: CONSENT AGENDA

Meeting Date: June 20, 2023

The Fee Schedule has been revised per the City Attorney's recommendation - City Clerk Fees Staff Time \$20.00

This change reflects the total cost of the lowest-level employee.

The copy rate on the Fee Schedule has also been amended to include both BW and Color pages.

The Public Records Request Form has also been updated with the following changes:

- Copy rate per BW page - \$0.25 -- Copy rate per Color page - \$0.50 -- Standard Letter or Legal Size
- Search, Review, Reproduction (per hour/per staff member) - \$20.00
- Email files under 25MB - No charge
- USB Flash Drive (up to 1GB)/ CD - \$10 each
- Email Searches will be charged at AGJ set rate - \$150/hour M-F 8-5 or \$175/hour Weekend and after hours.
- A \$1.00 charge will be added per Ordinance 2022-17 following Section 25-60-5 MS Code requirements.

→ A **\$1.00** charge will be added to all permits and application fees per Ordinance 2022-17 following the requirements of Section 25-60-5 MS Code Annotated. **Exempt fees are marked with an asterisk [*]** ←

BUILDING DEPARTMENT FEES:**Building Permits (based on valuation):**

\$ 1,000.00 or less.....	\$ 25.00	
\$ 1,000.00 – and up	\$ 25.00	for the first \$1,000 plus \$7.00 per additional \$1,000.00 or fraction thereof.

Mobile / Manufactured Homes.....\$ 100.00

Plan Review:

Residential.....	\$ 75.00
Commercial	\$ 150.00

Land Work:

Residential.....	\$ 75.00
Commercial	\$ 100.00

Demolition:

Residential.....	\$ 75.00
Commercial	\$ 125.00

Moving Fee\$ 100.00

Landscape Review\$ 25.00

Business Occupancy Inspection.....\$ 25.00

Wall / Freestanding Sign.....\$ 50.00 each

Temporary Banner Sign\$ 40.00 (not to exceed 60 Calendar days)

Re-Inspection Fee (All Trades).....\$ 25.00

Signs Requiring Electricity – add inspection fee.....\$ 75.00

Protected Tree Permit\$ 25.00

Gas Inspection\$ 15.00

Grease Trap\$ 25.00

Violation Up to five times the permit fee for working prior
to permit issuance.

Licenses:

MS State License.....\$ no cost

Electrical Permits:

Inspection Fee\$ 25.00

Temporary Power Pole.....\$ 10.00

Corrective / Additional Wiring.....\$ 12.00

Generator\$ 12.00

Non-Occupancy Power\$ 25.00

NOTE: Plans / Drainage Calculations that require Engineering Review will be charged at the same rate the City is charged by the Engineer.

→ A **\$1.00** charge will be added to all permits and application fees per Ordinance 2022-17 following the requirements of Section 25-60-5 MS Code Annotated. **Exempt fees are marked with an asterisk [*]** ←

Service:

100 amp	\$	10.00
150 amp	\$	10.00
200 amp	\$	12.00
400 amp	\$	14.00
600 amp	\$	16.00
800 amp	\$	20.00

Circuits:

Single Pole:

Residential	\$	2.00	each
Commercial	\$	4.00	each

Double Pole:

Residential	\$	3.00	each
Commercial	\$	5.00	each

Triple Pole:

Residential	\$	8.00	each
Commercial	\$	10.00	each

Mechanical Permits:

Inspection Fee	\$	25.00	
Permit	\$	15.00	for the first \$1,000.00 plus \$5.00 per additional \$1,000.00 or fraction thereof.

Plumbing Permits:

Inspection Fee	\$	25.00	
Water / Sewer Fixtures	\$	5.00	each
Water Line	\$	10.00	
Sewer Line	\$	10.00	
Sewer Line Inspection	\$	10.00	
Gas Outlet	\$	5.00	each
Fire Sprinkler System	\$	25.00	
Sprinkler Heads	\$	2.00	each

Miscellaneous Permits:

Bonfire	\$	25.00
Golf Cart	\$	20.00
Food Truck	\$	250.00

→ A **\$1.00** charge will be added to all permits and application fees per Ordinance 2022-17 following the requirements of Section 25-60-5 MS Code Annotated. **Exempt fees are marked with an asterisk [*]** ←

CITY CLERK FEES:Public Records Request:

Copies – letter or legal size – B&W.....	\$ 0.25 / Page
Copies – letter or legal size – Color.....	\$ 0.50 / Page
Copies – Architectural or similar size.....	\$ 5.00 / Page
Staff Time.....	\$ 20.00 / Hour

*** Privilege License Fees:**

<u>Month</u>	<u>0-3 Employees</u>	<u>4-10 Employees</u>	<u>11 and over</u>	<u>Penalties</u>
September	\$20.00	\$ 30.00	\$ 150.00 max /	--
October	\$18.33	\$ 27.50	\$3 per head	10%
November	\$16.67	\$ 25.00		11%
December	\$15.00	\$ 22.50		12%
January	\$13.33	\$ 20.00		13%
February	\$11.67	\$ 17.50		14%
March	\$10.00	\$ 15.00		15%
April	\$ 8.33	\$ 12.50		16%
May	\$ 6.67	\$ 10.00		17%
June	\$ 5.00	\$ 7.50		18%
July	\$ 3.33	\$ 5.00		19%
August	\$ 1.67	\$ 2.50		20%
Manufacturing Employees: 1 – 3.....	\$ 20.00 / head			
Manufacturing Employees: 4 – 10.....	\$ 30.00 / head			
Manufacturing Employees: 11 & over.....	\$ 80.00 / head			
Auto for Hire – Class 1.....	\$ 15.00 / auto			
Auto for Hire – Class 2.....	\$ 10.00 / auto			
Auto for Hire – Class 3-7 & County.....	\$ 5.00 / auto			
Pawn Broker.....	\$ 250.00			
Pawn Broker Receiving Deadly Weapons.....	\$ 250.00			
Pawn Broker Selling Deadly Weapons.....	\$ 100.00			
Video / Music Machine (non-game).....	\$ 27.00 / year			
Game Machines.....	\$ 45.00 / year			
Kids' Rides.....	\$ 18.00 / year			
Weighing Machines.....	\$ 2.00 / year			
Cigarette Machines.....	\$ 2.50 / year			
Merchandise Machines.....	\$ 2.50 / year			
Vending Machine: 1 – 5 cents.....	\$ 2.50 / year			
Vending Machine: 2 – 10 cents.....	\$ 5.00 / year			
Vending Machine: 10 – 20 cents.....	\$ 7.00			

→ A **\$1.00** charge will be added to all permits and application fees per Ordinance 2022-17 following the requirements of Section 25-60-5 MS Code Annotated. **Exempt fees are marked with an asterisk [*]** ←

Vending Machine: Over 20 cents	\$ 10.00
Optometrist	\$ 25.00
Beer Manufacturer / Brew Pub	\$ 500.00
Beer: Wholesale.....	\$ 50.00
Beer: Retail	\$ 15.00
Transient Renewal	\$ 25.00
Transient Business	\$ 250.00

(B) – INVENTORY OF GOODS, WARES, & MERCHANDISE FOR SELL

(RETAIL WHOLESALE & MANUFACTURING ONLY)

TOTAL INVENTORY X 15% TO GET ESTIMATED INVENTORY VALUES

ESTIMATED BUSINESS INVENTORY VALUES AND FEE					
From	To	(B) *Fee (+)	From	To	(B) *Fee (+)
\$0	7,000.00	\$20.00	90,000.01	100,000.00	\$380.00
7,000.01	10,000.00	\$25.00	100,000.01	125,000.00	\$440.00
10,000.01	12,000.00	\$32.50	125,000.01	150,000.00	\$560.00
12,000.01	15,000.00	\$40.00	150,000.01	175,000.00	\$680.00
15,000.01	20,000.00	\$50.00	175,000.01	200,000.00	\$800.00
20,000.01	25,000.00	\$62.50	200,000.01	225,000.00	\$920.00
25,000.01	30,000.00	\$75.00	225,000.01	250,000.00	\$1,040.00
30,000.01	40,000.00	\$92.50	250,000.01	300,000.00	\$1,200.00
40,000.01	50,000.00	\$150.00	300,000.01	350,000.00	\$1,360.00
50,000.01	60,000.00	\$200.00	350,000.01	400,000.00	\$1,520.00
60,000.01	70,000.00	\$250.00	400,000.01	450,000.00	\$1,680.00
70,000.01	80,000.00	\$300.00	450,000.01	and Up	\$1,840.00
80,000.01	90,000.00	\$340.00	*Part (B) Amount Due		

THERE IS AN ADDITIONAL CHARGE FOR EACH OPTION FROM PART C, D, AND/OR E.**(C) – SPECIALTY BUSINESSES**

SPECIALTY BUSINESS DESCRIPTIONS	(C) *FEE	FEE CHARGED
Auto for Hire Class 2	\$10.00	Per Auto
Pawn Broker	\$250.00	Flat Rate
Pawn Broker Receive Deadly Weapons	\$500.00	Flat Rate
Dealer Deadly Weapons	\$100.00	Flat Rate
*Part (C) Amount Due		\$

(D) AMUSEMENT LICENSE

SLOT AMUSEMENT DESCRIPTIONS	(D) *FEE	FEE CHARGED
Slot Amusement – Video /Music Machine (Non-Game)	\$27.00	Per Machine
Slot Amusement - Game Machines	\$45.00	Per Machine
Slot Amusement - Kids Rides	\$18.00	Per Machine
Vend Machine Over 20 Cents	\$10.00	Per Machine
*Part (D) Amount Due		\$

(E) BEER RETAIL

BEER RETAIL DESCRIPTION	(E) *FEE	FEE CHARGED
Beer Retail	\$15.00	Flat Rate
*Part (E) Amount Due		\$

→ A **\$1.00** charge will be added to all permits and application fees per Ordinance 2022-17 following the requirements of Section 25-60-5 MS Code Annotated. **Exempt fees are marked with an asterisk [*]** ←

Water / Sewer / Garbage Service:

	WATER*	SEWER	GARBAGE
COMMERCIAL	\$ 25.83	\$ 14.09	\$ 20.00
	* 7% tax on water for commercial		
RESIDENTIAL: inside city limits	\$ 13.32	\$ 13.32	\$ 20.00
RESIDENTIAL: outside city limits	\$ 19.98	\$ 19.98	\$ 0.00
Disconnect Fee		\$ 20.00	
Reconnection Fee		\$ 20.00	
Inspection Fee		\$ 40.00	
3- hour window for water to be turned on for home inspections			

COURT FINES:*** Court Administrative Fees:**

Court Abstract	\$ 5.00
Clearance Letter	\$ 5.00
Drop Charges	\$ 50.00
Expungements	\$ 50.00

*

OFFENSE	FINE/COST	OFFENSE	FINE/COST
ABANDONED VEHICLE	230	FAIL TO YIELD BLUE LTS & SIREN	212
ACCESSORY/MISDEMEANOR	380	FAILURE TO DIM LIGHTS	212
ALCOHOL- MINOR ATT TO PUR	380	FAILURE TO SIGNAL	212
ALCOHOL- POSS W/ INT SELL	530	FAILURE TO YIELD RIGHT OF WAY	192
ALCOHOL- POSS/MINOR	430	FAKE ID	330
ALCOHOL - SALE TO MINOR	530	FALSE INFORMATION / ID	330
ALCOHOL - SALE NO LICENSE TO SALE	530	FALSE PRETENSE	430
ALCOHOL - SALE UNTAXED	530	FALSE REPORT - LEO	430
ALCOHOL - CONSUME PUBLIC	360	FIREARM - DISCHARGE	630
ALCOHOL - FURNISH/MINOR	360	FIREARM - POSSESSION	430
ALCOHOL - SALE W/O/ LICENSE	370	FIREWORKS - POSS OR DISCHARGE	380
ASSAULT BY THREAT	430	FOLLOWING TOO CLOSELY	192
ASSAULT ON MINOR / SIMPLE	430	FORGERY - UTTER	530
BANK CARD / LARCENY ATM CARD	430	GOING THRU NO THOROUGHFARE	212
BOND JUMPING	430	HARASSING	380
BOTTLES ON BEACH 1ST	280	HARRASSING TECHNOLOGY/PHONE	430
BOTTLES ON BEACH 2ND	380	HOME REPAIR FRAUD	430
CARELESS DRIVING	212	ID / FRAUDULENT USE OF	380
CHARGES WITHDRAWN - FELONY	100	IMPERSONATE POLICE OFFICER	380
CHARGES WITHDRAWN - MISDEMEANOR	50	IMPROPER EQUIPMENT	212
CHILD NEGLECT	630	IMPROPER LANE USE	212
CHILD RESTRAINT VIOLATION	212	IMPROPER PASSING	192
CONTEMPT OF COURT 1ST OFFENSE	210	IMPROPER TURN	212
CONTEMPT OF COURT 2ND OFFENSE	260	INDECENT EXPOSURE	430
CONTRIBUTING TO A MINOR	430	INSURANCE / VEHICLE / NONE	510
CREDIT CARD FRAUD (OTHER THAN FEL)	430	INSURANCE CORRECTED	210
DEFACING / STEALING SIGNS	380	INTERFERE W/ OFFICER	430

* - Not subject to the \$1 filing fee

→ A \$1.00 charge will be added to all permits and application fees per Ordinance 2022-17 following the requirements of Section 25-60-5 MS Code Annotated. **Exempt fees are marked with an asterisk [*]** ←

* OFFENSE	FINE/COST	OFFENSE	FINE/COST
DEFRAUD BUSINESS / INNKEEPER	380	LARCENY / OTHER - MISD	430
DESTROY PROPERTY	380	LARCENY UNDER RENTAL AGREEMENT	380
DISOBEY POLICE OFFICER	430	LEAVE SCENE OF ACCIDENT	312
DISORDERLY CONDUCT	430	LEAVE SCENE OF ACCIDENT W/ INJURY	512
DISREGARD TRAFFIC CONTROL DEV	212	LOUD MUSIC IN CAR	210
DISTURBING THE PEACE	330	MALICIOUS MISCHIEF	430
DL - EXPIRED	260	MOVE OVER LAW VIOLATION	212
DL - IMPROPER	260	NO COVER ON DUMP TRUCK	212
DL - "NO"	260	NO MOTORCYCLE HELMET	262
DL - PERMIT ONLY (NO LIC DRIVE PRESENT)	210	OBSTRUCTING TRAFFIC	212
DL - RESTRICTION VIOLATION	260	OPERATE VEHICLE W/ OVERSIZED LOAD	212
DL - SUSPENDED - DUI RELATED	460	PARKING VIOLATION - ALLEY	60
DL - SUSPENDED - NON DUI	360	PARKING VIO - BLOCKING PRIV DR	60
DL/NONE/EXPIRED/ IMPROPER	260	PARKING VIO- DOUBLE PARKING	60
DRIVE W/O LIGHTS	212	PARKING VIO - FIRELANE/FIRE PLUG	80
DOMESTIC VIOLENCE	1,680	PARKING VIO- PARK OR DRIVE ON SAND	210
DUI 1ST	1,020	PARKING VIO - IN CROSSWALK	60
DUI 2ND	1,320	PARKING VIO - KEYS IN IGNITION	60
ELUDING/FLEEING	530	PARKING VIO - LOADING ZONE	60
EMBEZZLEMENT / MISD	330	PARKING VIO - NO PARKING ZONE	60
EMBEZZLEMENT UNDER CONTRACT	330	PARKING VIO - OBSTRUCTING TRAF LANE	60
EXHIBIT DEADLY WEAPON	530	PARKING VIO - OTHER	60
FAIL TO HAVE VEHICLE UNDER CONTROL	212	PARKING VIO - OVERTIME PARKING	60
LITTERING / DUMPING	1,000	PARKING VIO - PARKED IN HANDICAP ZONE	110
FAIL TO YIELD INVOLV ACCIDENT	212	TAG - NONE / EXPIRED - CORRECTED	220
PARKING VIO - PARKED ON SIDEWALK	60	TAG - NONE - TRAILER	180
PARKING VIO - PERMIT/DECAL EXPIRED	60	TAG - IMPROPER SWITCHED	420
PARKING VIO - PROHIBITED AREA	60	TARPAULIN ACT VIOLATION	210
PARKING VIO - RESTRICTED ZONE	60	TOBACCO LAW VIOLATION - ADT 1ST	330
PARKING VIO - TOO CLOSE TO INTERSECT	60	TOBACCO LAW VIOLATION - ADT 2ND	430
PARKING VIO - TOO CLOSE TO STOP SIGN	60	TOBACCO LAW VIOLATION - JUV 1ST	330
PARKING VIO - WRONG DIRECTION	60	TOBACCO LAW VIOLATION - JUV 2ND	430
PASSING FUNERAL PROCESSION	210	TOBACCO LAW - SALE TO MINOR	430
PICKETING	380	TRESPASS & TRESPASS LESS THAN LARCENY	330
POSS OF CONTROLLED SUBSTANCE - MISD	430	UNAUTH DRIVE TO OPERATE VEHICLE	212
POSSESSION OF MARIJUANA	430	UTILITIES THEFT	330
POSSESSION OF PARAPHERNALIA	430	VAGRANCY	330
POSSESSION OF STOLEN PROPERTY - MISD	430	VANDALISM / ALL	430
POSSESSION OF SPICE	430	VIOLATE CITY ORDINANCE - ANIMAL	430
PROFANITY	280	VIOLATE CITY ORDINANCE - CERFEW	280
PROSTITUTION	530	VIOLATE CITY ORDINANCE - JUNK	430
PUBLIC DRUNK	263	VIOLATE CITY ORDINANCE - LITERING	520
RECKLESS DRIVING	252	VIOLATE CITY ORDINANCE - NO PERMIT	430
RESISTING ARREST	530	VIOLATE CITY ORDINANCE - OTHER	430
RUN OVER FIRE HOSE	212	VIOLATE CITY ORDINANCE - SIGN	430
RUN RED LIGHT - DISREGARD	212	VIOLATE CITY ORDINANCE - SOLICITATION	280
RUN STOP SIGN - DISREGARD	212	VIOLATE CITY ORDINANCE - TRASHCAN	430
RUNNING THROUGH A BARRICADE	232	VIOLATE CITY ORDINANCE - TREE	430
RUN RAILROAD CROSSING OR LIGHT	402	WEAPON - CARRY CONCEALED	430

→ A **\$1.00** charge will be added to all permits and application fees per Ordinance 2022-17 following the requirements of Section 25-60-5 MS Code Annotated. **Exempt fees are marked with an asterisk [*]** ←

* OFFENSE	FINE/COST	OFFENSE	FINE/COST
SEATBELT	75	WEAPONS / DISCHARGE	530
SCHOOL BUS / PASSING	262	WINDOW TINT VIOLATION	210
SCHOOL BUS - FAIL TO YIELD	362	WRONG LANE USE	212
SHOPLIFTING 1ST	630	WRONG WAY ON ONE WAY	212
SHOPLIFTING 2ND	730		
SPEEDING 0-9	192		
SPEEDING 10-19	212	<\$100 CONTEMPT	130
SPEEDING 20-29	262	>\$100 CONTEMPT 1ST	230
SPEEDING 30+	412	>\$100 CONTEMPT 2ND	280
SPEEDING SCHOOL ZONE	362	JAIL TIME SERVED PER DAY	100
SPILL LOAD ON ROADWAY	210		
STALKING	530		
TAG - EXPIRED	420		
TAG - IMPROPER IN STATE	420		
TAG - IMPROPER OUT OF STATE	420		
TAG - NONE	420		

MAYOR'S OFFICE FEES:

Walk / Run Permit	\$ 50.00
Special Event Permit.....	\$ 75.00
Barricades	\$ 10 each
Trashcans	\$ 5 each
Portable Restrooms	\$ 50 each
Lighting Trees.....	\$ 55 each
Security	\$ 35 / hour – 4-hour min.

PLANNING DEPARTMENT FEES:

Application Fees – Use:

Commercial STR.....	\$ 100.00
Commercial STR Renewal.....	\$ 100.00
Residential STR	\$ 500.00
Residential STR Renewal	\$ 500.00
Bed & Breakfast.....	\$ 200.00
Change in Zoning / Conditional Use	\$ 250.00
Lot Split.....	\$ 200.00
Home occupancy	\$ 50.00
Variance.....	\$ 50.00
Nonconforming Lot Review	\$ 50.00
Ice Cream Truck:	
Initial Application / Renewal for Non-OS Business	\$ 250.00
Renewal if Business Address w/in City Limits	\$ 25.00

→ A \$1.00 charge will be added to all permits and application fees per Ordinance 2022-17 following the requirements of Section 25-60-5 MS Code Annotated. **Exempt fees are marked with an asterisk [*]** ←

Parcel Boundary Modification.....\$ 50.00

HPC / COA.....\$ 50.00

Design Review (Commercial):

≥ 10,000 sf gross floor area.....\$ 250.00

Under 10,000 sf gross floor area.....\$ 100.00

Design Review (Multi-family):

≥ 100 units.....\$ 250.00

Under 100 units\$ 100.00

Development:

Sketch Plat – Minor\$ 250.00

Sketch Plat – Major.....\$ 300.00

Preliminary Plat\$ 250.00 + \$50 / lot

Final Plat\$ 250.00 + \$20 / lot

Construction Observation (3 inspections).....\$ 75.00 / per lot

Each Additional Inspection.....\$ 25.00 / lot

* Developer Security Instrument Value\$ 700.00 / per lot

For up to 3 years or 85% occupancy

POLICE DEPARTMENT FEES:

* OSPD Accident Reports:

In person at the Station\$ 20.00

Online at https://www.ms.gov/dps/crash_reports.....\$ 25.00

NOTE: Parking lot accidents reports are ONLY available in person

* Citizen Fingerprint Cards:

First card\$ 15.00

Additional card for the same person at the same visit.....\$ 5.00

* Local Background (Self) Checks\$ 15.00

May be obtained for SELF only, not others. This background check contains ONLY local OSPD information

→ A **\$1.00** charge will be added to all permits and application fees per Ordinance 2022-17 following the requirements of Section 25-60-5 MS Code Annotated. **Exempt fees are marked with an asterisk [*]** ←

PUBLIC WORKS FEES:Sewer Tap Connection per ORD. 2012-13

<u>LINE SIZE</u>	<u>Tap Fee</u>
2"	\$ 450.00
4"	\$ 500.00
6"	\$ 600.00
8"	\$ 700.00

Water Tap Connection per ORD. 2012-14

<u>METER SIZE</u>	<u>Tap Fee</u>		<u>with Hot Tap</u>
¾"	\$ 520.00	/	\$ 820.00
1"	\$ 640.00	/	\$ 920.00
1½"	\$ 920.00	/	\$ 1,300.00
2"	\$ 1,150.00	/	\$ 1,600.00
4"	\$ 2,337.00	/	\$ 3,102.00
6"	\$ 4,030.00	/	\$ 5,345.00
8"	\$ 6,276.00	/	\$ 7,723.00

Supervision Fee for Utility Connections..... \$ 75.00

Water Meter Relocation \$ 150.00

Grease Trap Inspection/Re-Inspection Fees per ORD. 2022-xx (TBD)

- Inspections take place every 60-90 days.
- Re-inspections take place 10 days following a failed inspection.
- The fees are progressive as listed below.
- If an inspection fails, it will be re-inspected 10 days later with \$50 re-inspect fee – progressing with each re-inspect.
- The progression continues UNLESS there are no failures within a 12-month period.

<u>OFFENSE #</u>	<u>Re-inspect Fee</u>
1 st Offense	\$ 50.00
2 nd Offense	\$ 100.00
3 rd Offense	\$ 200.00
4 th Offense	\$ 300.00
5 th Offense	\$ 400.00
6 th Offense	\$ 500.00



City of Ocean Springs

Public Records Request

Legal Name: _____

Date: _____

Street Address: _____

Email Address: _____ Phone Number: _____

SUBJECT MATTER

****If you are making a Public Records Request for police records, you must provide the full name and the DOB of the person whose records are being requested****

MANNER OF COMPLIANCE

- ☐ Personally Inspect (Flat rate of \$10 plus time, APPOINTMENT REQUIRED)
☐ Cause to be Copied
☐ Email

MANNER OF DELIVERY DESIRED

- ☐ By mail to the address above
☐ In person at your offices
☐ Email

RATES

- Copy rate per BW page - \$0.25 -- Copy rate per Color page - \$0.50 -- Standard Letter or Legal Size
- Postage -- Current Rate
- Search, Review, Reproduction (per hour/per staff member) - \$20.00
- Email files under 25MB - No charge
- USB Flash Drive (up to 1GB)/ CD - \$10 each
- Inspect in person - \$10.00 plus staff hourly rate in 15-minute increments.
- Email Searches will be charged at AGJ set rate - \$150/hour M-F 8-5 or \$175/hour Weekend and after hours.
- A \$1.00 charge will be added per Ordinance 2022-17 following Section 25-60-5 MS Code requirements.

Disclaimer and Signature

ACKNOWLEDGEMENT OF COST – By signing below, I understand a fee may be charged to cover the direct costs of search, review, and reproduction. I understand such costs must be paid PRIOR to the production of the public record(s). I understand the costs for searching, reviewing, and reproducing the records may exceed initial estimates and I agree to pay additional costs if they exceed the original estimate. Should the request require extensive research or copies, the requestor agrees to allow additional time for processing the requested documentation to be mutually agreed upon by the parties. **IMPORTANT: THEFT OR ALTERATION OF STATE RECORDS IS A CRIME PUNISHABLE BY LAW, MISS. CODE ANN 25-59-23 (1972).**

Signature: _____

Date: _____

Approval Granted by: _____



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 Aldermen

From: Patty Gaston, City Clerk
Vicky Hupe, Deputy City Clerk

Re: Authorize the Mayor to execute the Interlocal Governmental Agreement with Jackson County, MS providing for the Collection of City Taxes by Jackson County

Section: CONSENT AGENDA

Meeting Date: June 20, 2023

The Interlocal Agreement with Jackson County to collect property taxes for the City and School District has been updated to reflect the increase in property tax collections. As a result, the collection fees that the City pays to Jackson County will increase from \$4100 monthly to \$5000 monthly (\$60,000 yearly) beginning 1/1/2024.

According to the Tax Collector, School District collections represent 77.71% of taxes collected by Jackson County on behalf of the City. Therefore, the School District's portion of the \$60,000 collection fee will increase from \$37,392 to \$46,626.

INTERLOCAL GOVERNMENTAL AGREEMENT BETWEEN JACKSON COUNTY, MISSISSIPPI
AND THE CITY OF OCEAN SPRINGS, MISSISSIPPI PROVIDING FOR THE
COLLECTION OF CITY TAXES BY JACKSON COUNTY

This agreement is entered into by Jackson County, Mississippi (the "County") and the City of Ocean Springs, Mississippi (the "City") as of the dates shown below. This agreement supersedes all prior agreements and Amendments.

WITNESSETH:

WHEREAS, the County under the authority of Section 17-13-7, Mississippi Code of 1972, is authorized to collect the ad valorem taxes of the City; and

WHEREAS, the purpose of this agreement is to allow the County to collect ad valorem taxes for the City, including school taxes.

NOW, THEREFORE, the parties agree as follows:

1. That this contract will be in effect for an initial term of four (4) years beginning January 1, 2024, and thereafter shall be automatically renewed on a four-year basis unless terminated by one of the parties hereto. This contract may be terminated as of an annual anniversary date by either party giving the other written notice of termination at least nine (9) months prior to such anniversary date. In the event that this agreement is terminated, both parties acknowledge the difficulty of the City re-establishing its department for the collection of taxes. Therefore, the County pledges to provide applicable information to the City should such conversion be necessary.

2. The Tax Collector of the County shall assume the responsibility for the collection of all City ad valorem taxes on real, personal, and public service properties. The Tax Collector, on any tax statement he may use, will show City, School, and County taxes separately. For this collection service, the City currently pays \$4,100.00 per month (\$49,200.00 annually). This amount will be increased as follows beginning January 1, 2024: The monthly payment will be \$5,000.00 (\$60,000.00 annually) and thereafter the rate will remain constant for the subsequent years. This rate will be guaranteed for a 12-year period (January 1, 2024 until January 1, 2036). The contract must be ratified every four years in conjunction with the election cycle for the Board of Supervisors and the City Council. The contract amount will be distributed to the Tax Collector at 32% of \$60,000.00 and

the Tax Assessor at 32% of \$60,000.00 annually beginning in 2024. The remainder of funds each year shall be retained by the County.

The Jackson County Chancery Clerk will be responsible for receiving and receipting for tax redemption payments, notifying owners of the time for the expiration of redemption, and issuing deeds for such tax sales. The Chancery Clerk shall be reimbursed \$5.00 per parcel for the cost of researching land records for notifying owners and lienors of maturity dates. Said monthly rate fee and \$5.00 will be paid by the City wherein the property is located.

3. Ad valorem taxes on real, personal, and public service property shall be collected as soon as reasonably practical after October 1 of each year to ensure that operating funds are available prior to the tax delinquency date of February 1 of the subsequent calendar year. Any partial payment which the Tax Collector accepts will be divided proportionally between the parties.

4. All sums collected shall be delivered to the City on or before the 20th of the month following that in which said funds are collected.

5. The County Tax Collector shall collect all homestead exemption charge backs and all damages and interest authorized by law on City taxes, which shall be distributed within the same time limitations and in the same manner as described in the next above section.

6. The County Tax Collector will conduct land tax sales for the City at the same time and place as land tax sales for the County are now held and the City will receive all interest, damages, and other fees from such sales that the City may be entitled to in accordance with the law. The City will be furnished a list of all land sold for taxes on its behalf or struck off to the City within twenty (20) days after said sale. The Chancery Clerk will be responsible for receiving and receipting for tax redemption payments, notifying owners of the time for expiration of redemption, and issuing tax deeds for such tax sales.

7. Prior to settlement, the County Tax Collector will make refunds of all taxes erroneously collected for the City and will make proper adjustments to the monthly distribution reports. The City agrees to allow the County Tax Collector credit for the list of delinquent or insolvent taxpayers properly presented to it in the same manner as prescribed by Chapter 49, Title 27, Mississippi Code of 1972.

8. The County agrees to provide the following reports:

(a) A monthly report separated by real estate, personal property, and public service showing total assessed value, total senior or disabled citizen homestead value, total regular homestead value, total regular homestead credit, total taxes collected, and total interest collected.

(b) A yearly trial balance on real estate, personal property, and public service should be furnished shortly after September 30 of each fiscal year showing assessed values, senior or disabled citizen homestead value, regular homestead value, total regular homestead credit, taxes collected, and interest collected.

(c) A detailed listing of all unpaid taxes shall be furnished with totals by real estate, personal property, and public service no later than September 30 of each year.

9. Any real and personal property acquired under the auspices of this agreement shall be distributed to the party assuming the cost of such acquisition upon termination of this agreement.

10. This agreement may be amended, modified, supplemented or revoked through such written supplemental agreements as are entered into by the City and County, subject to final approval by the Attorney General of the State of Mississippi.

11. This agreement is executed by the President of the Jackson County Board of Supervisors, on behalf of Jackson County. The City of Ocean has authorized the Mayor to execute the Agreement on its behalf.

12. This agreement shall be in force and in effect from and after its approval by the Attorney General pursuant to Section 17-13-11, Mississippi Code of 1972.

JACKSON COUNTY, MISSISSIPPI

BY: _____
Ken Taylor, President
Jackson County Board of Supervisors

DATE: _____

ATTEST:

Josh Eldridge, Chancery Clerk
Jackson County, Mississippi

CITY OF OCEAN SPRINGS, MISSISSIPPI

BY: _____
Kenny Holloway, Mayor

DATE: _____

ATTEST:

Ocean Springs City Clerk

AGREED AND APPROVED

Kevin Miller, Tax Collector
Jackson County, Mississippi

Nick Elmore, Tax Assessor
Jackson County, Mississippi

Josh Eldridge, Chancery Clerk
Jackson County, Mississippi



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

126464

CHECK NO.

---Eight Thousand One Hundred Seventy Two Dollars and 78/100 Cents---

PAY TO THE ORDER OF:

GULF ISLANDS WATER PARK
13100 16TH STREET
GULFPORT, MS 39503-

06/14/2023

8,172.78

DATE

AMOUNT

NON-NEGOTIABLE

MP
Mayor

NON-NEGOTIABLE

MP
City Clerk

VENDOR: 04219 GULF ISLANDS WATER PARK

06/14/2023

126464

DATE INVOICE # PO #

DESCRIPTION

AMOUNT

6/10/2023 INV0019826

2023 SEASON PASSES FOR SUMMER CAMPERS

8,172.78

CHECK TOTAL

8,172.78



13100 16th Street, Gulfport, MS 39503
Tel: 228-328-1266 Fax: 228-539-9311
Terri Nacol, Director of Sales cell: 228-990-8223
tnacol@gulfislandswaterpark.com

TO: City of Ocean Springs Parks and Recreation
400 Alice Street
Ocean Springs, MS 39564
Chris Kostmayer or Steven Glorioso

Date: June 10, 2023

INVOICE

Item	Qty	Rate	Total
2023 Season Pass	122	\$ 64.99	\$ 7,928.78
Transaction Fee	122	\$ 2.00	\$ 244.00
			\$ -
			\$ -
			\$ -

Payment Type: Cash	Check	Credit Card: MC	Visa	Discover
Credit Card #				
Exp. Date:		Code:		
Card Holders Name:				
Signature:				

Sub Total	\$ 8,172.78
Tax 7%	
Total	\$ 8,172.78
Deposit	
Balance	\$ 8,172.78

Deposit Due:

Notes:

**STATE OF MISSISSIPPI, CITY OF OCEAN SPRINGS**

P.O. BOX 1800

OCEAN SPRINGS, MS 39566-1800

COLLECTION ACCOUNTThe First, ANBA
85-336/653

VOID 1 YEAR FROM DATE OF CHECK

126461

CHECK NO.

---Two Thousand Six Hundred Dollars and 00/100 Cents---

PAY TO THE ORDER OF:

MISSISSIPPI MUNICIPAL LEAGUE
600 E AMITE ST STE 104
JACKSON, MS 39201-1906

06/09/2023

2,600.00

DATE

AMOUNT

NON-NEGOTIABLE

MP

Mayor

NON-NEGOTIABLE

MP

City Clerk

VENDOR: 00289 MISSISSIPPI MUNICIPAL LEAGUE

06/09/2023

126461

DATE	INVOICE #	PO #	DESCRIPTION
4/11/2023	2594882114175		2023 ANNUAL CONFERENCE

AMOUNT
2,600.00

CHECK TOTAL

2,600.00

REGULAR MEETING – JUNE 6, 2023 MINUTES

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 June 6, 2023. Mayor Holloway presided, and Aldermen Burgess, Authement, Wade, Papania, Blackman, and Impey were present. Alderman Cox joined the meeting at 6:10 p.m. Also present were City Attorney Robert Wilkinson, City Clerk Patty Gaston, Deputy City Clerk Vicky Hupe, Police Chief Mark Dunston, 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 from First Baptist Church gave the invocation and Alderman Wade led the Pledge of Allegiance.

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

PROCLAMATIONS/PRESENTATIONS

- a. Mississippi Community Transportation Awareness Day 2023

The Mayor read the proclamation, but no one was present to accept it.

- b. Downtown Business Owners Meeting Report

Dr. Mike Barnett provided a summary of the Downtown Business Owners meeting. He said the recommendations include increasing the Police presence Downtown on foot and in vehicles, better lighting in parking lots, establishing a Groupme app group for better communication between businesses, and for property owners to have more strict leases for enforcement of City Ordinances. He closed by saying the primary goal would be to increase communication between businesses and the Police Department.

- c. Introduction of the 2023-2024 Ocean Springs Mayor's Youth Council

The Admin & Community Relations Coordinator introduced the incoming Mayor's Youth Council. They each stood up, and introduced themselves, their upcoming grade, and

the Ward they live in if applicable.

PUBLIC HEARINGS

- a. Approve amendment to the Savannah Estates Subdivision Phase I Final Plat; Parcel No.: 60123050.000, southwest corner of Riley Rd. and Old CCC Camp Rd.– Applicant: Elliott Land Developments, LLC - Planning Commission recommends approval

A motion was made by Alderman Cox, seconded by Alderman Wade, and unanimously carried to open the Public Hearing.

The Planning & Grants Administrator explained that a public hearing is required to change the plat. She said the request is a minor change of internal lot lines.

No public input was received.

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

A motion was made by Alderman Impey, seconded by Alderman Blackman, and unanimously carried to approve the amendment to the Savannah Estates Subdivision Phase 1 final plat.

AGENDA PUBLIC COMMENT

Jim Boettigheimer, agenda item 8-z, said he is appealing the denial of a tree removal by the Building Official at 3831 Chaumont Circle. Alderman Blackman responded that his appeal was received and it will be pulled from the Consent Agenda.

LouAnn Sekul, agenda item 3-b, requested the noise issue, police presence, and safety of Downtown be addressed by the Board.

Dee Frances Homes Whitman, agenda item 8-d, spoke against spending \$3,500 for a band to play at the Friday at the Fort event. She also spoke about Cash Alley being blocked to vehicle traffic, limiting access to parking.

Ellen Hall said she met with City Departments representing the Concerned Citizens Group regarding the safety issues Downtown. The Mayor asked her to wait until general public comment since there was not an agenda item.

OLD BUSINESS

- a. Weapons Policy discussion - City Attorney
Tabled.

NEW BUSINESS

- a. Appoint the City's Voting Delegate and Alternate Voting Delegate for the 2023 Mississippi Municipal League (MML) 2nd Vice President Election

A motion was made by Alderman Cox, seconded by Impey, and unanimously carried to appoint the Mayor as the City's voting delegate and Alderman Burgess as the City's alternate voting delegate for the 2023 MML Vice President Election.

CONSENT AGENDA

A motion was made by Alderman Impey, seconded by Alderman Wade, and unanimously carried to approve the consent agenda except items 8-u pulled by the Mayor, and 8-z pulled by Alderman Blackman.

Mayor:

- a. Approve special event application for Fun Day in the Park on June 24, 2023, 8:00 am - 5:00 pm, in MLK Park; no costs incurred to the city. Applicant to pay all costs.
- b. Approve Run Permit for the Wesson Memorial 2-mile Run on July 4, 2023, from 8:00-9:30 am, using the YMCA route. Applicant to pay all costs.
- c. Approval to waive the rental fee for use of the Ocean Springs Community Center for the Ocean Springs Library Summer Program.
- d. Authorize the Mayor to sign the agreement to contract with Dr. Zarr's Amazing Funk Monster for the Friday at the Fort/Fourth of July Kick-Off on June 30, 2023, at Fort Maurepas Park. The band will play from 6:00-9:00 pm. The cost will be \$3,500.
- e. Approve Mayor's Office internship to assist with generating content for the municipal website, project communications, and compiling information on the Redevelopment Authority for the Comprehensive Plan.

City Clerk:

- f. Approve Minutes: Special Call Meeting May 9, 2023

- g. Approve Minutes: Recessed Meeting May 16, 2023
- h. Approve Minutes: Special Call Meeting May 30, 2023
- i. Approve the automatic renewal of AGJ's Complete Care Agreement that expires July 7, 2023, for a three-year term (with no pricing change) that will expire July 7, 2026
- j. Authorize the demolition of the damaged building at Alice Street Ballpark, per the recommendation of the Building Official and Fire Department. Authorize the construction of a replacement structure with bathrooms and storage
- k. Accept Aged Receivables Report May 2023

Police Department:

- l. Authorize Participation in the U.S. Department of Defense SkillBridge Program
- m. Approve Out-of-State Travel for Employee #2394 on July 24-28, 2023 in Jacksonville, Arkansas for Less-Lethal, FSDD, Chemical Agents Instructor Certification
- n. Authorize Pay Adjustments

Human Resources/Risk Management:

- o. Authorize removal of Patrolman Andrew England from probationary status to full-time status effective immediately
- p. Accept the resignation of Police Officer Kameryn Walker, effective June 7, 2023; authorize to begin the process of filling the vacant position
- q. Accept the resignation of Warrants Officer Kevin Egan, effective June 2, 2023; authorize to begin the process of filling the vacant position
- r. Authorize employment of Collin Jordan, Firefighter, Step 3, \$14.47 hourly rate; effective June 15, 2023; one-year probationary status, pending successful completion of all pre-employment requirements
- s. Authorize employment of Jonathan Pitts, Parks Laborer, Step 1, \$12.36 hourly rate; effective June 7, 2023; one-year probationary status, pending successful completion of all pre-employment requirements
- t. Authorize a transfer of Parks Maintenance Laborer A Henry Lamb to Maintenance Foreman, Step 1, \$17.40 hourly rate; effective June 12, 2023; six months probationary status; authorize to begin the process of filling the vacant position

Grants Administration:

- u. Authorize to Execute MOA: FY23 MDAH Certified Local Government (CLG) Grant Program Award – OS Community Center Foundation Repairs

The Mayor pulled item 6-u and requested it be tabled until the next legislative session due to funds being made available that would not require a match.

- v. Authorize to Advertise Construction: MDOT Transportation Improvements Program (TIP) Federal Surface Transportation Program (STP) / STP-9065-00(004)/LPA 108084-701000 - Ocean Springs Road Reconstruction Project
- w. Authorize to Execute New Professional Services Contract with Laird Engineers, Inc. for the Finalization of Design Plans and Specifications to Facilitate Window Repair at the Mary C. O'Keefe Cultural Center – Funding: State Appropriation
- x. Authorize to Execute Subaward Agreement – Modification #1 / 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

Project Manager:

- y. Authorize to Advertise for a Special Project Engineering Consulting Services Pool

Building Department:

- z. Accept Building Official Tree Recommendations - Tree applications through June 1, 2023

Alderman Blackman pulled item 6-z so that 3831 Chaumont Circle could be addressed separately. A motion was made by Alderman Blackman, seconded by Alderman Papania, and unanimously carried to approve the removal of a Live Oak tree at 3831 Chaumont Circle.

A motion was made by Alderman Blackman, seconded by Alderman Burgess, and unanimously carried to approve item 8-z except for 3831 Chaumont Circle.

- aa. Accept Code Enforcement Report through June 2, 2023

Public Works:

- bb. Accept Grease Trap Variances Inspection Report April 2023
- cc. Accept the 2022 Ocean Springs Drinking Water Quality Report - perfect rating of 5.0
- dd. Adopt a Resolution to sell surplus property with a value of less than \$1,000.00

DEPARTMENT REPORTS

- a. Finance: 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. Finance: Accept Monthly Budget Report

A motion was made by Alderman Cox, seconded by Alderman Authement, and unanimously carried to approve the Monthly Budget Report.

GENERAL PUBLIC COMMENT

Ellen Hall with the Concerned Citizens Group said that she met with the Mayor and several Department Heads to discuss the noise issue Downtown. She requested consistency in upholding the current noise ordinance. She said inconsistency escalates the issues; citations should be issued to all in violation. She requested a formal agenda item on the next agenda to discuss in more detail.

Debra Parker, who resides in the Fountainbleau area outside of the city limits, began speaking. The City Clerk interjected and said citizens have priority in speaking and asked her to wait to speak if there is time remaining. Alderman Cox requested Ms. Parker be allowed to speak now. She spoke against the annexation of the Fountainbleau area, saying it is fiscally irresponsible to annex it now.

Julia Illane requested the Board start the conversation explaining the plan for Downtown to stop the loud music, drunk people roaming the street, and other issues causing safety problems. She said tax dollars should not have to pay for more police, extra lighting, etc. She said she does not feel safe Downtown. She requested the City review noise ordinances for Bay St. Louis, MS, Fairhope, AL, Mobile, AL, Beaufort, SC, or Savannah, GA.

Dee Frances Homes Whitman spoke about the 1515 Government Street development having the parking garage entrance on Government Street. The Mayor said that was incorrect. The entrance will not be on Government but on a side street.

MAYOR AND ALDERMEN'S FORUM

- a. Reminder: The July Regular Board Meeting will be Wednesday, July 5, 2023, due to the holiday

The Mayor said Jackson County will begin paving roads in Ocean Springs in mid-July. He reminded all that the Regular July meeting will be on Wednesday, July 5th.

Alderman Burgess thanked the Public Works Director and the Project Manager for their work with her to get her work order sheet completed.

Alderman Authement discussed a street repair with Ms. Whitman and the Public Works Director.

Alderman Cox said even though he appreciates the City Clerk speaking up, he feels that citizens in the surrounding areas are important to him to hear as well as citizens of the City. The City Clerk said that there is a policy that citizens will be given priority to speak since the time has been limited. He apologized to Ms. Parker.

Alderman Blackman said Jackson County Supervisor Randy Bosarge gave him a check for the donation to the City's firework show.

Alderman Impey recognized Public Works for the accepted Water Quality Report for another year with a perfect 5.0 rating. A motion was made by Alderman Impey, seconded by Alderman Blackman, and unanimously carried to authorize the employment of Starlett Crigler, Admin/Purchasing Agent, Step 5, \$16.11 hourly rate; effective June 26, 2023; one-year probationary status, pending successful completion of all pre-employment requirements.

A motion was made by Alderman Impey, seconded by Alderman Blackman, and unanimously carried to authorize the employment of Ashley Adkins, Camp/After School Coordinator, Step 1, \$17.40 hourly rate; effective June 19, 2023; one-year probationary status, pending successful completion of all pre-employment requirements.

A motion was made by Alderman Impey, seconded by Alderman Blackman, and unanimously carried to authorize the employment of Sara Stevenson, Parks & Recreation Assistant, Step 1, \$14.31 hourly rate; effective June 12, 2023; one-year probationary status, pending successful completion of all pre-employment requirements.

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 Impey, seconded by Alderman Burgess, and unanimously carried to remain in executive session to discuss personnel in the Police Department.

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

A motion was made by Alderman Blackman, seconded by Alderman Cox, and unanimously carried to accept the disciplinary action taken by the Police Chief.

A motion was made by Alderman Impey, seconded by Alderman Blackman, and unanimously carried to recess/adjourn the meeting until 6:00 p.m. on June 20, 2023.

The meeting ended at 6:55 p.m.

RECESS UNTIL 6:00 P.M. on June 20, 2023

_____	_____	_____	_____
Mayor	Date	Clerk	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



228.875.4236 | www.oceansprings-ms.gov

MEMORANDUM

To: Mayor & Board of Aldermen

From: Mark Dunston, Police Chief

Re: Approve Out-of-State Travel for Employee #1686 to attend ROCIC Homicide Conference in Chattanooga, TN on September 10-13, 2023

Section: CONSENT AGENDA

Meeting Date: June 20, 2023

Please approve out-of-state travel for Employee #1686 as detailed below:

What: ROCIC Homicide Conference

Where: Chattanooga, TN

When: September 10-13, 2023

Expenses are budgeted.

Thank you for your favorable consideration.

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 Aldermen

From: Mark Dunston, Police Chief

Re: Authorize to Declare Items as Surplus and Dispose Accordingly

Section: CONSENT AGENDA

Meeting Date: June 20, 2023

Please authorize to declare the following items as surplus and of no value to the City, to remove them from inventory, and to dispose of them accordingly.

Asset #7270 Dead computer
Asset #2784 Broken treadmill

Thank you for your favorable consideration.

MEMORANDUM

To: Mayor & Board of Aldermen
From: Mark Dunston, Police Chief
Re: Accept OSPD Monthly Report for May 2023
Section: CONSENT AGENDA
Meeting Date: June 20, 2023

Please accept the following monthly report. For the month of May 2023, the Ocean Springs Police Department responded to 1,936 incidents from 9-1-1 calls, citizen-initiated calls, walk-in reports, and officer-initiated activities. Our Dispatch Unit received 5,836 incoming calls for the month.

Type	Amount	Type	Amount
Traffic Stops	420	Traffic Problems	24
Suspicious Persons/Vehicles	246	Juvenile Problems	16
Medical Calls	162	Fraud Reports	13
Alarms	116	Fight Calls	11
Traffic Accidents	97	Hit & Run Calls	11
Community Contacts/Open Business	93	Auto Theft Reports	5
Animal Control Calls	73	Malicious Mischief Calls	5
Welfare Concerns	60	Burglary Reports	4
Reckless Driver Calls	40	Harassment Reports	4
Domestic Disturbance Calls	37	Building Checks/Closed Business	3
Warrant Service	36	Bank Checks	3
Parking Violations	33	Assault Reports	3
Theft Reports	33	Drug Violation Reports	2
Follow-Up Investigations	33	Damage to Private Property	2
Disturbing the Peace Calls	32	Indecent Exposure Reports	1
Trespassing Calls	29	OD Calls	1
Motorist Checks	28	Other Calls/Activities	235
Area Checks	25		

Monthly Total	1,936
Daily Average	62.45

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



228.875.4236 | www.oceansprings-ms.gov

To: Honorable Mayor and Board of Alderman

From: Deputy Fire Chief Ryan Heath

Meeting Date: June 20, 2023

Subject: Monthly Fire Report for May 2023

Training:

In-House – 74
Fire Academy – 28
Training Total – 102

Fire Inspections:

Inspections - 74
Plan Reviews -9
Request for Information - 2
Hood Suppression Test -0
Sprinkler Inspections - 2
Re-inspections - 3
Inspections Total – 90

Incident Response Summary:

Fire - 4
Overpressure Rupture, Explosion, Overheat - 0
Rescue and Emergency Medical Services - 69
Hazardous Condition -7
Service Calls - 21
Good Intent Calls - 47
False Alarm & False Calls - 13
Special Incidents - 0
Incident Response Total – 161

**To: Honorable Mayor Kenny Holloway
Members of the Board of Aldermen**

**From: Darrell Stringfellow
Building Official**

Date: June 13, 2023

Re: Request for New Hire

Dear Mayor and Board:

The Building Department respectfully request approval to hire Rachel Johnson for the Permit Clerk position. This is a full-time position with a pay rate of \$14.04 an hour and will have a probationary period of 12 months from date of hire. Upon approval, Rachel's effective start date will be July 10, 2023



P.O. Box 1800
Ocean Springs, MS
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: Maintenance Laborer
DATE: June 6, 2023

Calvin Winningham has turned in his resignation effective June 9, 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

6/5/23

my last day will be 6/9/23 have family stuff going on
and leaving to go back home



Kenny Holloway	Mayor	Kevin Wade	Alderman Ward 3
Bobby Cox	Alderman at Large	Ken Papania	Alderman Ward 4
Jennifer Burgess	Alderman Ward 1	Robert Blackman	Alderman Ward 5
Rickey Authement	Alderman Ward 2	Michael Impey, II	Alderman Ward 6

Memorandum

To: Honorable Mayor & Board of Aldermen

From: Patty Gaston
City Clerk

Date: June 20, 2023

Re: Senior Community Service Employment Program (SCSEP)

The city has had two ladies provided from the Senior Community Service Employment Program (SCSEP) for the last year. Both of these ladies have proven to be of valuable assistance to the employees and to the public. The city is excited to be part of this program and happy we could be a permanent placement for these two ladies.

Based on this, I respectfully ask for authorization to hire:

JoAnn Thomson as the Receptionist for the City Hall compound. Over the last 6 weeks, Ms. Thomson has averaged 85-110 public contact assists in her 29-hour week along with administration work. The pay will be \$9.00 an hour and she will continue to work 9:00 a.m. to 3:30 p.m. Monday- Thursday and 9:00 a.m. to 2:00 p.m. on Fridays with no additional benefits. The effective date will be July 3, 2023.

Debbie Craig as the Receptionist for the Mary C. O'Keefe Cultural Arts Center. The building is full of public which needs assistance, and the employees there definitely need this position that will help offset off the times/events that are happening in the building. The pay will be \$9.00 an hour for 29 hours a week with no additional benefits. The work hours will fluctuate around the needs of the building. The effective date will be July 3, 2023.

Thank you for your favorable consideration.

MEMORANDUM

To: Mayor & Board of Aldermen

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

Re: Authorize the Mayor to Execute Subaward Agreement – American Rescue Plan Act (ARPA) / MS Municipality and County Water Infrastructure Grant (MCWI) – MDEQ Agreement # 482-2-CW-5.5 – CLEAN-VIDEO UTILITY LINES

Section: CONSENT AGENDA

Meeting Date: June 20, 2023

Authorization to apply for these funds, as well as accept contribution from Jackson County for their ARPA funds, was provided as part of the April 19, 2022 agenda. Jackson County provided their commitment via resolution dated September 19, 2022. Two projects were selected in the first round of funding and the remaining three are being awarded in this second round. This agreement supports the Clean-Video Utility Lines Project.

The project totals \$ 500,000, broken out as follows:

• City of Ocean Springs (ARPA)....	\$ 116,286.47
• <i>City of Ocean Springs (Other)</i>	\$ 34,854.12
• Jackson County (ARPA).....	\$ 116,286.47
• MCWI.....	\$ 232,572.94
• TOTAL	\$ 500,000.00

The funding marked (other) is due to the actual amount of ARPA funds received, which was reduced by \$8,713.53 prior to receipt for state administrative costs. Because MCWI can **only** be matched by ARPA, the city's portion – and likewise the county's portion – had to be reduced by that amount. This in turn reduced the state's available match. This was for the overall ARPA funding and only applied to this one project.

I respectfully request authorization for the mayor to execute the attached agreement as presented.

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

STATE OF MISSISSIPPI
COUNTY OF HINDS

MDEQ AGREEMENT NO. 482-2-CW-5.5

SUBAWARD AGREEMENT

This document is a Subaward Agreement (this “Agreement”) between the Mississippi Department of Environmental Quality (“MDEQ”), a Pass-through entity as defined in 2 C.F.R. § 200.1, and City of Ocean Springs, UEI Number: R1MCGJ8U8AK3 (“SUBRECIPIENT”, and together with MDEQ, the “Parties”, and each, a “Party”) to provide grant funds for the Work conducted under the Mississippi Municipality and County Water Infrastructure (“MCWI”) Grant Program (the “Program”) as specified in Article 4.

1. SOURCE OF FUNDS

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

2. PROJECT

Under this Agreement, MDEQ agrees to disburse funds to SUBRECIPIENT in accordance with the terms herein to reimburse the costs associated with SUBRECIPIENT’s implementation of the project entitled “Utility Evaluation – Clean & Video Lines” (the “Project”).

3. PURPOSE

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

4. SCOPE OF WORK

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

5. TERMS AND CONDITIONS

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

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

6. **PERIOD OF PERFORMANCE**

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

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

7. **CONSIDERATION AND PAYMENT**

A. *Project Cost.* The total Project cost shall not exceed **\$500,000.00**, with said amount broken down as follows:

i. MCWI Grant Funds shall not exceed **\$232,572.94**;

ii. The Local Fiscal Recovery Funds (“LFRF”) received by SUBRECIPIENT from the U.S. Treasury or the Mississippi Department of Finance and Administration used as matching funds in this Agreement shall not exceed **\$116,286.47**;

iii. Any LFRF transferred to SUBRECIPIENT from a county or municipality (“Transferred LFRF”) shall not exceed **\$116,286.47**;

iv. Any other funds that SUBRECIPIENT obligates(ed) to the project that are not eligible for MCWI match (“Other Funds”) shall not exceed **\$34,854.12**.

B. Professional fees that will be reimbursed with MCWI Grant Funds shall not exceed **\$20,000.00**. This amount is included in, and is not in addition to, the maximum MCWI Grant Funds specified in Article 7.A.i, above and Article 7.C., below.

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

C. *Consideration.* As consideration for the performance of the tasks included in this Agreement, MDEQ agrees to reimburse SUBRECIPIENT an amount not to exceed **Two Hundred Thirty-Two Thousand Five Hundred Seventy-Two Dollars and Ninety-Four Cents (\$232,572.94)** (the “Maximum Amount”).

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

8. **AMENDMENTS OR MODIFICATION**

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

9. **PROGRESS REPORTS**

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

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

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

10. **FAILURE TO TIMELY PERFORM**

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

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

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

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

11. FINAL PAYMENT AND REPORT

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

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

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

12. FINANCIAL MANAGEMENT AND COMPLIANCE

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

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

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

13. **CONTRACTS**

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

14. **APPLICABLE LAW**

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

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

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

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

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

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

15. **AVAILABILITY OF FUNDS**

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

16. **REPRESENTATION REGARDING CONTINGENT FEES**

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

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

17. **REPRESENTATION REGARDING GRATUITIES**

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

18. **UNIFORM ADMINISTRATIVE REQUIREMENTS**

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

The applicable UG provisions are as follows:

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

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

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

19. **SUBAWARDS**

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

20. **COMPLIANCE WITH LAWS**

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

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

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

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

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

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

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

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

21. **STOP WORK ORDER**

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

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

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

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

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

22. **E-PAYMENT**

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

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

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

23. **INTERVENTIONS**

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

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

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

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

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

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

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

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

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

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

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

24. **E-VERIFICATION**

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

25. **TRANSPARENCY**

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

26. **PAYMODE**

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

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

27. **TERMINATION**

The Agreement may be terminated as follows:

A. *Termination For Convenience.*

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

B. *Termination For Default.*

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

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

C. *Termination Upon Bankruptcy.*

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

28. **DISPUTES**

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

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

29. **ANTI-ASSIGNMENT/CONTRACTING**

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

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

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

31. **DEBARMENT AND SUSPENSION**

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

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

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

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

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

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

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

32. **FAILURE TO ENFORCE**

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

33. **INDEMNIFICATION**

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

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

34. **SUBRECIPIENT STATUS**

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

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

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

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

35. **INSURANCE**

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

36. **ENTIRE AGREEMENT**

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

37. **ORAL STATEMENTS**

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

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

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

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

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

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

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

39. **RIGHT TO AUDIT**

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

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

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

41. **SEVERABILITY**

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

42. **THIRD PARTY ACTION NOTIFICATION**

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

43. **CERTIFICATIONS**

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

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

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

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

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

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

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

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

44. **WAIVER**

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

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

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

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

46. **CONFLICT OF INTEREST**

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

47. **SUCCESSORS AND ASSIGNS**

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

48. **NO THIRD-PARTY BENEFICIARIES**

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

49. **EVALUATION**

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

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

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

50. **VENUE**

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

51. **HEADINGS**

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

52. **NOTICES**

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

If to MDEQ:

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

If to SUBRECIPIENT:

Attention:
Mayor Kenny Holloway
1018 Porter Avenue
Ocean Springs, MS 39564
Phone: (228) 875-6722
E-mail: kholloway@oceansprings-ms.gov

53. **COUNTERPARTS**

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

[SIGNATURE PAGE FOLLOWS]

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

MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY

Chris Wells
Executive Director

Date

CITY OF OCEAN SPRINGS

Mayor Kenny Holloway
Signature of Authorized Representative

Kenny Holloway
Printed Name

Title

Date

ATTACHMENT A

PROJECT NAME, SCOPE OF WORK AND PROJECT TIMELINE AND REQUIREMENTS

PROJECT NAME

Utility Evaluation – Clean & Video Lines

SCOPE OF WORK

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

The Project includes cleaning, videoing, and documenting the existing sewer and storm drain mains, manholes, junction boxes, inlets, and associated appurtenances. Immediately, observable problems and prioritized areas will be addressed.

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

PROJECT TIMELINE AND REQUIREMENTS

(1) SUBRECIPIENT agrees to the following schedule.

- a. Within 10 days of execution of this Agreement, SUBRECIPIENT's Authorized Representative, or his/her designee shall watch the video on the MDEQ <https://www.mswaterinfrastructure.com> web-page entitled "American Rescue Plan Act State & Local Fiscal Recovery Funds, Procurement Overview." The web-page will track compliance with this requirement;
- b. Within 15 days of execution of this Agreement, submit a complete set of plans, specifications, contract documents on each construction contract, and all applicable permits and agency approvals, if not already submitted to MDEQ;
- c. Within 15 days of execution of this Agreement, advertise each construction contract for bids, if not already advertised;

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

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

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

ATTACHMENT B

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

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

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

ATTACHMENT C

SUBAWARD TERMS AND CONDITIONS FOR CONTRACTED PARTIES

1. AUTHORITY TO PARTICIPATE IN THIS AGREEMENT

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

2. DEBARMENT AND SUSPENSION

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

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

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

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

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

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

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

3. INDEMNIFICATION

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

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

4. RELATIONSHIP STATUS

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

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

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

5. ACCESS TO RECORDS

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

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

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

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

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

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

6. RECORD RETENTION AND RIGHT TO AUDIT

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

7. RIGHT TO INSPECT WORK; SITE ACCESS

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

8. CONFLICT OF INTEREST

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

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

9. COOPERATION AND EVALUATION

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

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

ATTACHMENT D

ASSURANCES OF COMPLIANCE WITH CIVIL RIGHTS REQUIREMENTS

ASSURANCE OF COMPLIANCE WITH TITLE VI OF THE

CIVIL RIGHTS ACT OF 1964

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

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

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

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

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

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

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

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

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

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

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

MEMORANDUM

To: Mayor & Board of Aldermen

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

Re: Authorize the Mayor to Execute Subaward Agreement – American Rescue Plan Act (ARPA) / MS Municipality and County Water Infrastructure Grant (MCWI) – MDEQ Agreement # 470-2-CW-5.5 – Storm Drain Improvements: Weeks Bayou, Halstead Bayou, Inner Harbor

Section: CONSENT AGENDA

Meeting Date: June 20, 2023

Authorization to apply for these funds, as well as accept contribution from Jackson County for their ARPA funds, was provided as part of the April 19, 2022 agenda. Jackson County provided their commitment via resolution dated September 19, 2022. Two projects were selected in the first round of funding and the remaining three are being awarded in this second round. This agreement supports the Storm Drain Improvements: Weeks Bayou, Halstead Bayou, Inner Harbor Project.

The project totals \$ 2,800,000, broken out as follows:

- City of Ocean Springs (ARPA).... \$ 700,000.00
- Jackson County (ARPA)..... \$ 700,000.00
- MCWI..... \$ 1,400,000.00
- **TOTAL..... \$ 2,800,000.00**

I respectfully request authorization for the mayor to execute the attached agreement as presented.

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

**STATE OF MISSISSIPPI
COUNTY OF HINDS**

MDEQ AGREEMENT NO. 470-2-SW-5.6

SUBAWARD AGREEMENT

This document is a Subaward Agreement (this “Agreement”) between the Mississippi Department of Environmental Quality (“MDEQ”), a Pass-through entity as defined in 2 C.F.R. § 200.1, and City of Ocean Springs, UEI Number: R1MCGJ8U8AK3 (“SUBRECIPIENT”, and together with MDEQ, the “Parties”, and each, a “Party”) to provide grant funds for the Work conducted under the Mississippi Municipality and County Water Infrastructure (“MCWI”) Grant Program (the “Program”) as specified in Article 4.

1. SOURCE OF FUNDS

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

2. PROJECT

Under this Agreement, MDEQ agrees to disburse funds to SUBRECIPIENT in accordance with the terms herein to reimburse the costs associated with SUBRECIPIENT’s implementation of the project entitled “Storm Drain Improvements: Weeks Bayou, Halstead Bayou, Inner Harbor” (the “Project”).

3. PURPOSE

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

4. SCOPE OF WORK

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

5. TERMS AND CONDITIONS

SUBRECIPIENT is subject to U.S. Treasury’s regulations governing ARPA, and all applicable terms and conditions in 2 C.F.R. Part 200 of the Office of Management and Budget

(“OMB”) Uniform Guidance for Grants and Cooperative Agreements, as amended, including Appendix II to Part 200, and all other OMB circulars, executive orders or other federal laws or regulations applicable to the services provided under this Agreement. All of these terms and conditions of this Agreement apply to SUBRECIPIENT and, as applicable, its Contractors/Contracted Parties.

6. **PERIOD OF PERFORMANCE**

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

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

7. **CONSIDERATION AND PAYMENT**

A. *Project Cost.* The total Project cost shall not exceed **\$2,800,000.00**, with said amount broken down as follows:

i. MCWI Grant Funds shall not exceed **\$1,400,000.00**;

ii. The Local Fiscal Recovery Funds (“LFRF”) received by SUBRECIPIENT from the U.S. Treasury or the Mississippi Department of Finance and Administration used as matching funds in this Agreement shall not exceed **\$700,000.00**;

iii. Any LFRF transferred to SUBRECIPIENT from a county or municipality (“Transferred LFRF”) shall not exceed **\$700,000.00**;

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

B. Professional fees that will be reimbursed with MCWI Grant Funds shall not exceed **\$112,000.00**. This amount is included in, and is not in addition to, the maximum MCWI Grant Funds specified in Article 7.A.i, above and Article 7.C., below.

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

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

C. *Consideration.* As consideration for the performance of the tasks included in this Agreement, MDEQ agrees to reimburse SUBRECIPIENT an amount not to exceed **One Million Four Hundred Thousand Dollars and Zero Cents (\$1,400,000.00)** (the “Maximum Amount”).

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

8. **AMENDMENTS OR MODIFICATION**

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

9. **PROGRESS REPORTS**

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

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

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

10. **FAILURE TO TIMELY PERFORM**

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

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

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

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

11. FINAL PAYMENT AND REPORT

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

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

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

12. FINANCIAL MANAGEMENT AND COMPLIANCE

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

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

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

13. **CONTRACTS**

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

14. **APPLICABLE LAW**

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

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

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

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

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

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

15. **AVAILABILITY OF FUNDS**

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

16. **REPRESENTATION REGARDING CONTINGENT FEES**

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

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

17. **REPRESENTATION REGARDING GRATUITIES**

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

18. **UNIFORM ADMINISTRATIVE REQUIREMENTS**

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

The applicable UG provisions are as follows:

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

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

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

19. **SUBAWARDS**

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

20. **COMPLIANCE WITH LAWS**

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

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

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

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

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

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

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

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

21. **STOP WORK ORDER**

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

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

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

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

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

22. **E-PAYMENT**

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

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

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

23. **INTERVENTIONS**

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

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

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

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

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

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

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

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

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

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

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

24. **E-VERIFICATION**

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

25. **TRANSPARENCY**

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

26. **PAYMODE**

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

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

27. **TERMINATION**

The Agreement may be terminated as follows:

A. *Termination For Convenience.*

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

B. *Termination For Default.*

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

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

C. *Termination Upon Bankruptcy.*

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

28. **DISPUTES**

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

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

29. **ANTI-ASSIGNMENT/CONTRACTING**

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

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

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

31. **DEBARMENT AND SUSPENSION**

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

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

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

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

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

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

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

32. **FAILURE TO ENFORCE**

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

33. **INDEMNIFICATION**

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

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

34. **SUBRECIPIENT STATUS**

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

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

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

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

35. **INSURANCE**

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

36. **ENTIRE AGREEMENT**

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

37. **ORAL STATEMENTS**

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

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

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

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

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

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

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

39. **RIGHT TO AUDIT**

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

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

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

41. **SEVERABILITY**

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

42. **THIRD PARTY ACTION NOTIFICATION**

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

43. **CERTIFICATIONS**

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

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

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

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

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

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

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

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

44. **WAIVER**

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

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

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

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

46. **CONFLICT OF INTEREST**

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

47. **SUCCESSORS AND ASSIGNS**

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

48. **NO THIRD-PARTY BENEFICIARIES**

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

49. **EVALUATION**

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

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

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

50. **VENUE**

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

51. **HEADINGS**

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

52. **NOTICES**

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

If to MDEQ:

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

If to SUBRECIPIENT:

Attention:
Mayor Kenny Holloway
1018 Porter Avenue
Ocean Springs, MS 39564
Phone: (228) 875-6722
E-mail: kholloway@oceansprings-ms.gov

53. **COUNTERPARTS**

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

[SIGNATURE PAGE FOLLOWS]

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

MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY

Chris Wells
Executive Director

Date

CITY OF OCEAN SPRINGS

Mayor Kenny Holloway
Signature of Authorized Representative

Kenny Holloway
Printed Name

Title

Date

ATTACHMENT A

PROJECT NAME, SCOPE OF WORK AND PROJECT TIMELINE AND REQUIREMENTS

PROJECT NAME

Storm Drain Improvements: Weeks Bayou, Halstead Bayou, Inner Harbor

SCOPE OF WORK

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

The Project includes clearing and cleaning of Myrtle Ditch which discharges into Halstead Bayou, Calhoun Ditch which discharges into the Inner Harbour, and Davidson Ditch which discharges into Weeks Bayou. The Project also includes stabilization, erosion protection and associated appurtenances.

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

PROJECT TIMELINE AND REQUIREMENTS

(1) SUBRECIPIENT agrees to the following schedule.

- a. Within 10 days of execution of this Agreement, SUBRECIPIENT's Authorized Representative, or his/her designee shall watch the video on the MDEQ <https://www.mswaterinfrastructure.com> web-page entitled "American Rescue Plan Act State & Local Fiscal Recovery Funds, Procurement Overview." The web-page will track compliance with this requirement;
- b. On or about February 1, 2024, submit a complete set of plans, specifications, contract documents on each construction contract, and all applicable permits and agency approvals, if not already submitted to MDEQ;
- c. On or about February 15, 2024, advertise each construction contract for bids;

- d. On or about March 29, 2024, but no later than 45 days after advertisement for construction bids on each construction contract, receive bids;
- e. No later than 60 days after receipt of bids on each construction contract, execute construction contract;
- f. No later than 15 days after execution of construction contract, submit the entire procurement file (including but not limited to the request for proposals, evidence of publication, MBE/WBE documentation, all received bids, evaluation and selection documentation, executed construction contracts, and professional services contracts);
- g. No later than 60 days after execution of each construction contract, execute and submit a copy of the notice to proceed;
- h. No later than 5 business days after the estimated completion of 25% of construction, submit a notice to MDEQ of such milestone;
- i. No later than 5 business days after the estimated completion of 50% of construction, submit a notice to MDEQ of such milestone;
- j. No later than 5 business days after the estimated completion of 75% of construction, submit a notice to MDEQ of such milestone;
- k. No later than 5 business days after completion of each construction contract, notify MDEQ of construction completion;
- l. No later than 30 days after the contract completion date on each construction contract, submit all change orders which include time extensions, or a request and justification for delaying MDEQ's final construction observation;
- m. Within 45 days of Project completion, but no later than September 30, 2026, whichever is earlier, unless an extension of this date is specifically authorized by MDEQ, SUBRECIPIENT must submit the following: Final Report, as listed in Article 11, the engineer's certification of compliance with plans, specifications, and contract documents; final professional services contract amendments, if any; and all other administrative forms and documents required by the Agreement.

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

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

ATTACHMENT B

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

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

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

ATTACHMENT C

SUBAWARD TERMS AND CONDITIONS FOR CONTRACTED PARTIES

1. AUTHORITY TO PARTICIPATE IN THIS AGREEMENT

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

2. DEBARMENT AND SUSPENSION

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

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

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

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

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

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

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

3. INDEMNIFICATION

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

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

4. RELATIONSHIP STATUS

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

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

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

5. ACCESS TO RECORDS

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

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

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

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

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

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

6. RECORD RETENTION AND RIGHT TO AUDIT

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

7. RIGHT TO INSPECT WORK; SITE ACCESS

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

8. CONFLICT OF INTEREST

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

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

9. COOPERATION AND EVALUATION

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

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

ATTACHMENT D

ASSURANCES OF COMPLIANCE WITH CIVIL RIGHTS REQUIREMENTS

ASSURANCE OF COMPLIANCE WITH TITLE VI OF THE

CIVIL RIGHTS ACT OF 1964

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

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

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

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

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

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

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

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

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

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

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



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 Aldermen

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

Re: Authorize the Mayor to Execute Subaward Agreement – American Rescue Plan Act (ARPA) / MS Municipality and County Water Infrastructure Grant (MCWI) – MDEQ Agreement # 127-2-CW-5.5 – Fort Bayou Storm Drain System Improvements

Section: CONSENT AGENDA

Meeting Date: June 20, 2023

Authorization to apply for these funds, as well as accept contribution from Jackson County for their ARPA funds, was provided as part of the April 19, 2022 agenda. Jackson County provided their commitment via resolution dated September 19, 2022. Two projects were selected in the first round of funding and the remaining three are being awarded in this second round. This agreement supports the Storm Drain Improvements in the Fort Bayou area.

The project totals \$ 3,600,000, broken out as follows:

- City of Ocean Springs (ARPA).... \$ 900,000.00
- Jackson County (ARPA)..... \$ 900,000.00
- MCWI..... \$ 1,800,000.00
- **TOTAL..... \$ 3,600,000.00**

I respectfully request authorization for the mayor to execute the attached agreement as presented.

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

**STATE OF MISSISSIPPI
COUNTY OF HINDS**

MDEQ AGREEMENT NO. 127-2-SW-5.6

SUBAWARD AGREEMENT

This document is a Subaward Agreement (this “Agreement”) between the Mississippi Department of Environmental Quality (“MDEQ”), a Pass-through entity as defined in 2 C.F.R. § 200.1, and City of Ocean Springs, UEI Number: R1MCGJ8U8AK3 (“SUBRECIPIENT”, and together with MDEQ, the “Parties”, and each, a “Party”) to provide grant funds for the Work conducted under the Mississippi Municipality and County Water Infrastructure (“MCWI”) Grant Program (the “Program”) as specified in Article 4.

1. SOURCE OF FUNDS

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

2. PROJECT

Under this Agreement, MDEQ agrees to disburse funds to SUBRECIPIENT in accordance with the terms herein to reimburse the costs associated with SUBRECIPIENT’s implementation of the project entitled “Fort Bayou Storm Drain System Improvements” (the “Project”).

3. PURPOSE

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

4. SCOPE OF WORK

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

5. TERMS AND CONDITIONS

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

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

6. **PERIOD OF PERFORMANCE**

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

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

7. **CONSIDERATION AND PAYMENT**

A. *Project Cost.* The total Project cost shall not exceed **\$3,600,000.00**, with said amount broken down as follows:

i. MCWI Grant Funds shall not exceed **\$1,800,000.00**;

ii. The Local Fiscal Recovery Funds (“LFRF”) received by SUBRECIPIENT from the U.S. Treasury or the Mississippi Department of Finance and Administration used as matching funds in this Agreement shall not exceed **\$900,000.00**;

iii. Any LFRF transferred to SUBRECIPIENT from a county or municipality (“Transferred LFRF”) shall not exceed **\$900,000.00**;

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

B. Professional fees that will be reimbursed with MCWI Grant Funds shall not exceed **\$144,000.00**. This amount is included in, and is not in addition to, the maximum MCWI Grant Funds specified in Article 7.A.i, above and Article 7.C., below.

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

C. *Consideration.* As consideration for the performance of the tasks included in this Agreement, MDEQ agrees to reimburse SUBRECIPIENT an amount not to exceed **One Million Eight Hundred Thousand Dollars and Zero Cents (\$1,800,000.00)** (the “Maximum Amount”).

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

8. **AMENDMENTS OR MODIFICATION**

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

9. **PROGRESS REPORTS**

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

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

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

10. **FAILURE TO TIMELY PERFORM**

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

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

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

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

11. FINAL PAYMENT AND REPORT

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

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

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

12. FINANCIAL MANAGEMENT AND COMPLIANCE

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

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

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

13. **CONTRACTS**

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

14. **APPLICABLE LAW**

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

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

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

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

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

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

15. **AVAILABILITY OF FUNDS**

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

16. **REPRESENTATION REGARDING CONTINGENT FEES**

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

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

17. **REPRESENTATION REGARDING GRATUITIES**

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

18. **UNIFORM ADMINISTRATIVE REQUIREMENTS**

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

The applicable UG provisions are as follows:

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

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

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

19. **SUBAWARDS**

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

20. **COMPLIANCE WITH LAWS**

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

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

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

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

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

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

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

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

21. **STOP WORK ORDER**

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

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

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

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

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

22. **E-PAYMENT**

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

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

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

23. **INTERVENTIONS**

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

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

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

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

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

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

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

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

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

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

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

24. **E-VERIFICATION**

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

25. **TRANSPARENCY**

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

26. **PAYMODE**

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

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

27. **TERMINATION**

The Agreement may be terminated as follows:

A. *Termination For Convenience.*

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

B. *Termination For Default.*

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

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

C. *Termination Upon Bankruptcy.*

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

28. **DISPUTES**

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

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

29. **ANTI-ASSIGNMENT/CONTRACTING**

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

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

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

31. **DEBARMENT AND SUSPENSION**

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

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

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

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

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

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

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

32. **FAILURE TO ENFORCE**

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

33. **INDEMNIFICATION**

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

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

34. **SUBRECIPIENT STATUS**

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

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

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

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

35. **INSURANCE**

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

36. **ENTIRE AGREEMENT**

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

37. **ORAL STATEMENTS**

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

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

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

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

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

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

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

39. **RIGHT TO AUDIT**

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

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

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

41. **SEVERABILITY**

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

42. **THIRD PARTY ACTION NOTIFICATION**

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

43. **CERTIFICATIONS**

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

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

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

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

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

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

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

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

44. **WAIVER**

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

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

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

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

46. **CONFLICT OF INTEREST**

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

47. **SUCCESSORS AND ASSIGNS**

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

48. **NO THIRD-PARTY BENEFICIARIES**

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

49. **EVALUATION**

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

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

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

50. **VENUE**

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

51. **HEADINGS**

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

52. **NOTICES**

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

If to MDEQ:

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

If to SUBRECIPIENT:

Attention:
Mayor Kenny Holloway
1018 Porter Avenue
P.O. Box 1800
Ocean Springs, MS 39566
Phone: (288) 875-6722
E-mail: kholloway@oceansprings-ms.gov

53. **COUNTERPARTS**

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

[SIGNATURE PAGE FOLLOWS]

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

MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY

Chris Wells
Executive Director

Date

CITY OF OCEAN SPRINGS

Mayor Kenny Holloway
Signature of Authorized Representative

Kenny Holloway
Printed Name

Title

Date

ATTACHMENT A

PROJECT NAME, SCOPE OF WORK AND PROJECT TIMELINE AND REQUIREMENTS

PROJECT NAME

Fort Bayou Storm Drain System Improvements

SCOPE OF WORK

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

The Project includes cleaning, replacing, lining and/or upsizing pipes, structures and outfalls, as well as clearing, cleaning, and stabilizing ditches and swales, and associated appurtenances in the Fort Bayou Storm Drain System.

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

PROJECT TIMELINE AND REQUIREMENTS

(1) SUBRECIPIENT agrees to the following schedule.

- a. Within 10 days of execution of this Agreement, SUBRECIPIENT's Authorized Representative, or his/her designee shall watch the video on the MDEQ <https://www.mswaterinfrastructure.com> web-page entitled "American Rescue Plan Act State & Local Fiscal Recovery Funds, Procurement Overview." The web-page will track compliance with this requirement;
- b. On or about November 30, 2023, submit a complete set of plans, specifications, contract documents on each construction contract, and all applicable permits and agency approvals, if not already submitted to MDEQ;
- c. On or about December 15, 2023, advertise each construction contract for bids;

- d. On or about January 29, 2024, but no later than 45 days after advertisement for construction bids on each construction contract, receive bids;
- e. No later than 60 days after receipt of bids on each construction contract, execute construction contract;
- f. No later than 15 days after execution of construction contract, submit the entire procurement file (including but not limited to the request for proposals, evidence of publication, MBE/WBE documentation, all received bids, evaluation and selection documentation, executed construction contracts, and professional services contracts);
- g. No later than 60 days after execution of each construction contract, execute and submit a copy of the notice to proceed;
- h. No later than 5 business days after the estimated completion of 25% of construction, submit a notice to MDEQ of such milestone;
- i. No later than 5 business days after the estimated completion of 50% of construction, submit a notice to MDEQ of such milestone;
- j. No later than 5 business days after the estimated completion of 75% of construction, submit a notice to MDEQ of such milestone;
- k. No later than 5 business days after completion of each construction contract, notify MDEQ of construction completion;
- l. No later than 30 days after the contract completion date on each construction contract, submit all change orders which include time extensions, or a request and justification for delaying MDEQ's final construction observation;
- m. Within 45 days of Project completion, but no later than September 30, 2026, whichever is earlier, unless an extension of this date is specifically authorized by MDEQ, SUBRECIPIENT must submit the following: Final Report, as listed in Article 11, the engineer's certification of compliance with plans, specifications, and contract documents; final professional services contract amendments, if any; and all other administrative forms and documents required by the Agreement.

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

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

ATTACHMENT B

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

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

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

ATTACHMENT C

SUBAWARD TERMS AND CONDITIONS FOR CONTRACTED PARTIES

1. AUTHORITY TO PARTICIPATE IN THIS AGREEMENT

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

2. DEBARMENT AND SUSPENSION

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

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

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

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

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

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

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

3. INDEMNIFICATION

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

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

4. RELATIONSHIP STATUS

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

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

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

5. ACCESS TO RECORDS

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

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

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

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

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

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

6. RECORD RETENTION AND RIGHT TO AUDIT

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

7. RIGHT TO INSPECT WORK; SITE ACCESS

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

8. CONFLICT OF INTEREST

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

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

9. COOPERATION AND EVALUATION

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

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

ATTACHMENT D

ASSURANCES OF COMPLIANCE WITH CIVIL RIGHTS REQUIREMENTS

ASSURANCE OF COMPLIANCE WITH TITLE VI OF THE

CIVIL RIGHTS ACT OF 1964

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

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

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

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

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

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

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

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

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

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

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

MEMORANDUM

To: Mayor & Board of Aldermen

From: Carolyn Martin, Planning & Grants Admin

Re: Authorize the Mayor to Execute Subaward Agreement – Modification #1 – American Rescue Plan Act (ARPA) / MS Municipality and County Water Infrastructure Grant (MCWI) – MDEQ Agreement # 455-1-CW-5.5 – DOWNTOWN SEWER REHABILITATION

Section: CONSENT AGENDA

Meeting Date: June 20, 2023

This agreement was approved as part of the February 7, 2023 agenda for the above referenced project. The attached Modification #1 is required to ensure that all Title VI – Civil Right Act provisions are followed by all parties during the project. No other changes are being made to the agreement.

I respectfully request authorization for the mayor to execute the attached agreement as presented.

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

**STATE OF MISSISSIPPI
COUNTY OF HINDS**

MDEQ AGREEMENT NO. 455-1-CW-5.5

SUBAWARD AGREEMENT

This document is a Modification to the Subaward Agreement between the Mississippi Department of Environmental Quality (“MDEQ”), a pass-through entity as defined in 2 CFR 200.1, and City of Ocean Springs, UEI Number: R1MCGJ8U8AK3 (“SUBRECIPIENT”, and together with MDEQ, the “Parties”, and each, a “Party”) which was entered into on the 10th day of February, 2023.

WITNESSETH THAT:

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

IT IS NOW THEREFORE AGREED BY THE PARTIES THAT:

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

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

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

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

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

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

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

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

[SIGNATURE PAGE FOLLOWS]

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

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

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

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

MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY

Chris Wells
Executive Director

Date

CITY OF OCEAN SPRINGS

Mayor Kenny Holloway
Signature of Authorized Representative

Kenny Holloway
Printed Name

Title

Date

ATTACHMENT D

ASSURANCES OF COMPLIANCE WITH CIVIL RIGHTS REQUIREMENTS

ASSURANCE OF COMPLIANCE WITH TITLE VI OF THE

CIVIL RIGHTS ACT OF 1964

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

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

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

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

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

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

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

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

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

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

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



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 Aldermen

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

Re: Authorize Engineering Contract Amendment #1 – Neel-Schaffer, Inc. / DMR
Tidelands: FY23-P412-06 – Washington Avenue at Front Beach Access

Section: CONSENT AGENDA

Meeting Date: June 20, 2023

This project is under design and additional funds are being identified to address the utilities and roadway in the same area. To address the additional utilities, the attached proposal has been provided. The current agreement totals \$49,500. Additional services are proposed as follows:

• Additional Design Services.....	\$ 15,000
• Additional Bid Phase Services.....	\$ 4,000
• Additional Construction Administration.....	\$ 7,000
• TOTAL AMENDMENT.....	\$ 26,000
• <i>Current Agreement.....</i>	<i>\$ 49,500</i>
• NEW TOTAL CONTRACT.....	\$ 75,500

I respectfully request authorization for the mayor to execute the attached Engineering Contract Amendment #1 with Neel-Schaffer as presented.



May 2, 2023

Ms. Carolyn A. Martin
Planning & Grants Administrator
City of Ocean Springs
P.O. Box 1800
Ocean Springs, MS 39566-1800

Re: Professional Services for Drainage Improvements on Washington Avenue
from LaFontaine Avenue to Front Beach Drive
Contract Amendment #1
(C.E. Job No. 222-047)

Dear Ms. Martin:

Neel-Schaffer is pleased to offer the following professional services proposal for services associated with the above referenced Project. In approximately 2010, Compton Engineering provided a drainage analysis, preliminary sketch, and cost estimate to the City associated with providing a new drainage culvert crossing and elevating a portion of Washington Avenue between La Fontaine Avenue and Front Beach Drive. We understand the City of Ocean Springs would like to proceed with design and construction for drainage and roadway improvements in the area. Since the drainage analysis was performed, however, there have been improvements in the vicinity of the Project, including construction of a residence adjacent to the proposed improvements. An updated drainage analysis should be performed to ensure the proposed improvements are suitable for the current site conditions.

Neel-Schaffer offers the following proposed services and scope of work:

Basic Services

1. Survey Services to include topographic survey of the right-of-way and all connecting drainage features along Washington Avenue between Front Beach Drive and La Fontaine Ave. Topographic survey will be utilized in drainage analysis and design.
2. Drainage Study to include re-evaluation of the drainage basin served by the proposed improvements, and a recommendation for drainage improvements.
3. Environmental Services to include preparation of a joint permit application to the Mississippi Department of Environmental Resources (DMR) and development of an Environmental Assessment. Permitting services will also include meetings, site visits, and correspondence as necessary with the DMR, U.S. Army Corps of Engineers, Mississippi Department of Environmental Quality, U.S. Fish and Wildlife Service, National Marine Fisheries Service, and Mississippi Department of Archives and History. As the proposed improvements will impact existing wetlands, a wetland delineation will be required, as well as coordination efforts for wetland mitigation.

landscape architects | environmental scientists | surveyors | planners | engineers

P: 228.696.2649

707 Watts Avenue, Suite C
Pascagoula, MS 39567

www.neel-schaffer.com



4. Environmental services to include preparation of a cultural resources survey. This cost has been separated, as it may not be required, based on the review agencies' responses. A cultural resources survey has been a requirement for most recent projects, however.
5. Additional services may be requested by various agencies such as a threatened and endangered species survey or other environmental surveys. Any additional services will be included within a separate proposal if required by the agencies.
6. Design Services to include preparation of Contract Documents for the proposed improvements. This will include modifications to the drainage and roadway within the right-of-way based upon the drainage analysis findings.
7. **Additional Design Services to include preparation of Contract Documents for a separately bid and constructed project to utilize American Recovery Plan Act (ARPA) funding for utility relocations along Washington Avenue in the same vicinity as the roadway reconstruction project. This shall include replacing existing water and sewer infrastructure along Washington Avenue between Front Beach Drive and La Fontaine Street.**
8. Bid Phase Services to include assistance with bid phase. This shall include bid administration and assistance in advertising the Project. **Neel-Schaffer** will receive, review, and evaluate the bids received on the Project and make a recommendation for award to lowest responsible, responsive, qualified bidder.
9. **Additional Bid Phase Services to include assistance with bid phase for the scope of work defined under "Additional Design Services" for the utility improvements. We understand this scope of work will be bid and constructed separately from the roadway modification. This shall include bid administration and assistance in advertising the Project. Neel-Schaffer will receive, review, and evaluate the bids received on the Project and make a recommendation for award to lowest responsible, responsive, qualified bidder.**
10. Construction Administration to include review of submittals as may be required for the Project to ensure compliance with the Contract Documents. Monitoring the progress of construction of the work on a periodic (bi-weekly) basis to review and make recommendations for payment during the progress of the work. **Neel-Schaffer** will also perform final inspections with the City of Ocean Springs, make recommendations for final payment to the contractor, and prepare closeout documents.
11. **Additional Construction Administration Services. We understand this scope of work will be bid and constructed separately from the roadway modification. These services shall include review of submittals as may be required for the Project to ensure compliance with the Contract Documents and monitoring the progress of construction of the work on a periodic (bi-weekly) basis to review and make recommendations for payment during the progress of the work. Neel-Schaffer will also perform final inspections with the City of Ocean Springs, make recommendations for final payment to the contractor, and prepare closeout documents.**
12. Additional services, including a full-time or part-time Resident Project Representative during construction, can be provided through a separate agreement if requested.

Professional Fee Summary

The work will be provided on a lump sum basis, including services noted under Basic Services above. Based on our understanding of the project, we offer the following fees:

Professional Service Fees:

Survey Services	\$ 3,000.00
Drainage Study	\$ 5,000.00
Environmental Services	\$ 8,000.00
Cultural Resources Survey	\$ 3,000.00
Design Services	\$ 17,500.00
Additional Design Services	\$ 15,000.00
Bid Phase Services	\$ 4,000.00
Additional Bid Phase Services	\$ 4,000.00
Construction Administration	\$ 9,000.00
Additional Construction Administration	\$ 7,000.00
	\$ 75,500.00

Any deviation of said scope of work may require an adjustment in the professional fees. These costs do not include Mississippi Department of Transportation (MDOT) funding being utilized to design or construct the proposed improvements.

Schedule & Billing

Neel-Schaffer will bill monthly for the work performed up to the billing cut-off date. We will begin work within fourteen (14) days of receipt of an executed agreement and complete the drainage study within forty-five (45) days. Upon determination of the design based upon the drainage study, we will complete the bid documents within 60 (sixty) days. Please note that general permitting is currently approximately 6–9 months for review agencies to review and issue a permit. Payment for our services will be due within 45 days of the invoice date and is not dependent on any factor except our ability to provide the services in accordance with generally accepted standards of our profession. These services will be provided in accordance with Exhibit A, General Terms and Conditions.

General Terms and Conditions

This proposal, the General Terms and Conditions (Exhibit A), and the 2022 Rate Schedule (Exhibit B) represent the entire understanding between the City of Ocean Springs and Neel-Schaffer with respect to the services to be provided and may only be modified in writing by both parties. If this proposal is satisfactory, please sign two copies in the space provided and return one to us.

Ms. Carolyn Martin

May 2, 2023

Page 4 of 4

We appreciate the opportunity to provide these services and look forward to working with you on this project.

Sincerely,

Neel-Schaffer, Inc.



W. Andrew Douglass, P.E.

Engineer II

cc: Joey Duggan, Neel-Schaffer, Inc.

Attachments

Accepted: CITY OF OCEAN SPRINGS

Signature: _____

Date: _____

Name/Title: _____

City of Ocean Springs' Designated Contact Person:

Neel-Schaffer's Designated Contact Person:

W. Andrew Douglass



EXHIBIT A

GENERAL TERMS AND CONDITIONS

1. Relationship Between Engineer and Client. Engineer shall serve as Client's professional engineering consultant in those phases of the Project to which this Agreement applies. The relationship is that of a buyer and seller of professional services and it is understood that the parties have not entered into any joint venture or partnership with the other. The Engineer shall not be considered to be the agent of the Client.

2. Responsibility of the Engineer. Engineer will **strive** to perform services under this Agreement in a manner consistent with that standard of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representation, express or implied, and no warranty or guarantee is included or intended in this Agreement or in any report, opinion, document, or otherwise.

Notwithstanding anything to the contrary which may be contained in this Agreement or any other material incorporated herein by reference, or in any agreement between the Client and any other party concerning the Project, the Engineer shall not have control of and shall not be responsible for the means, methods, techniques, sequences or procedures of construction; or the safety, safety precautions or programs of the Client, the construction contractor, other contractors or subcontractors performing any of the work or providing any of the services on the Project. Nor shall the Engineer be responsible for the acts or omissions of the Client, or for the failure of the Client, any contractor or subcontractor, or any other engineer, architect or consultant not under contract to the Engineer to carry out their respective responsibilities in accordance with the Project documents, this Agreement or any other agreement concerning the Project.

Engineer shall determine the amounts owing to the construction contractor and recommend in writing payments to the contractor in such amounts. By recommending any payment, the Engineer will not thereby be deemed to have represented that exhaustive, continuous or detailed reviews or examinations have been made to check the quality or quantity of the contractor's work.

3. Responsibility of the Client. Client shall provide all criteria and full information as to his requirements for the Project, including budgetary limitations. Client shall arrange for Engineer to enter upon public and private property and obtain all necessary approvals and permits required from all governmental authorities having jurisdiction over the Project.

Client shall give prompt written notice to the Engineer whenever Client observes or otherwise becomes aware of any development that affects the scope or timing of Engineer's services, or any defect or nonconformance in the work of any construction contractor.

Client shall examine all documents presented by Engineer, obtain advice of an attorney or other consultant as Client deems appropriate for such examinations and provide decisions pertaining thereto within a reasonable time so as not to delay the services of the Engineer.

4. Designation of Authorized Representatives. Each party shall designate one or more persons to act with authority in its behalf with respect to appropriate aspects of the Project. The persons designated shall review and respond promptly to all communications received from the party.

5. Ownership of Documents. Drawings, specifications, reports and any other documents prepared by Engineer in connection with any or all of the services furnished hereunder shall be the property of the Client. Engineer shall have the right to retain copies of all documents and drawings for its files.

6. Reuse of Documents. All documents, including drawings and specifications furnished by Engineer pursuant to this Agreement, are intended for use on the Project only. They should not be used by Client or others on extensions of the Project or on any other project. Any reuse, without written verification or adaption by Engineer, shall be at Client's sole risk, and Client shall indemnify and hold harmless Engineer from all claims, damages, losses and expenses, including attorney's fees arising out of or resulting therefrom.

7. Opinions of Cost. Since the Engineer has no control over the cost of labor, materials, equipment or services furnished by the contractor, or over the contractor's methods of determining prices, or over competitive bidding or market conditions, the Engineer cannot and does not guarantee that proposals, bids or actual construction costs will not vary from his opinions or estimates of constructions costs.

8. Changes. Client reserves the right by written change order or amendment to make changes in requirements, amount of work, or engineering time schedule adjustments; and Engineer and Client shall negotiate appropriate adjustments in fee and/or schedule acceptable to both parties to accommodate any changes.

9. Delays. If the Engineer's services are delayed by the Client, or for other reasons beyond the Engineer's control, for more than one year, the fee provided for in this Agreement shall be adjusted equitably.

10. Subcontracts. Engineer may subcontract portions of the services, but each subcontractor must be approved by Client in writing.

11. Suspension of Services. Client may, at any time, by written order to Engineer, require Engineer to stop all, or any part, of

the services required by this Agreement. Upon receipt of such an order, Engineer shall immediately comply with its terms and take all reasonable steps to minimize the occurrence of costs allocable to the services covered by the order. Client, however, shall pay all costs associated with suspension including all costs necessary to maintain continuity and the staff required to resume the services upon expiration of the suspension of work order. Engineer will not be obligated to provide the same personnel employed prior to suspension when the services are resumed in the event the period of any suspension exceeds 30 days. Client will reimburse Engineer for the costs of such suspension and remobilization.

12. Termination. This Agreement may be terminated by either party upon 30 days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. This Agreement may be terminated by Client, under the same terms, whenever Client shall determine that termination is in its best interests. Cost of termination, including salaries, overhead and fee, incurred by Engineer either before or after the termination date shall be reimbursed by Client.

13. Notices. Any notice or designation required to be given by either party hereto shall be in writing and, unless receipt of such notice is expressly required by the terms hereof, it shall be deemed to be effectively served when deposited in the mail with sufficient first class postage affixed and addressed to the party to whom such notice is directed at such party's place of business or such other address as either party shall hereinafter furnish to the other party by written notice as herein provided.

14. Indemnification. Engineer shall indemnify and hold harmless Client from Client's loss or expense, including reasonable attorney's fees for claims for personal injury (including death) or property damage arising out of the sole negligent act, error or omission of Engineer.

In the event of joint or concurrent negligence of Engineer and Client, each shall bear that portion of the loss or expense that its share of the joint or concurrent negligence bears to the total negligency (including that of third parties) which caused the personal injury or property damage.

Client shall not be liable to the Engineer, and the Engineer shall not be liable to the Client, for any special, incidental or consequential damages, including, but not limited to, loss of use and loss of profit, incurred by either party due to the fault of the other, regardless of the nature of this fault, or whether it was committed by the Client or the Engineer or their employees, agents or subcontractors, by reason of services rendered under this Agreement.

15. Legal Proceedings. In the event Engineer's employees are at any time required by Client to provide testimony, answer interrogatories or otherwise provide information ("testimony") in preparation for or at a trial, hearing, proceeding on inquiry ("proceeding") arising out of the services that are the subject of this Agreement, where Engineer is not a party to such proceeding, Client will compensate Engineer for its services and reimburse Engineer for all related direct costs incurred in connections with providing such testimony. This provision shall be of no effect if the parties have agreed in a separate agreement of an amendment to this Agreement to terms which specifically supersede this provision, nor shall this provision apply in the event Client engages Engineer to provide expert testimony or litigation support, which services shall be the subject of a separate agreement or an amendment to this Agreement.

16. Successors and Assigns. The terms of this Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns; provided however, that neither party shall assign this Agreement in whole or in part without the prior written approval of the other.

17. Insurance. Within the context of prudent business practices, Engineer shall endeavor to maintain workmen's compensation and unemployment compensation of a form and in an amount as required by state law; comprehensive general liability with maximum limits of \$500,000/\$1,000,000; automotive liability with maximum limits of \$500,000/\$500,000; and professional liability insurance with an annual limit of \$500,000. Client recognizes that insurance market is erratic and Engineer cannot guarantee to maintain the coverages identified above.

18. Information Provided by the Client. The Engineer shall indicate to the Client the information needed for rendering of services hereunder. The Client may elect to provide this information (including services by others) to the Engineer. In this case, the Client recognizes that the Engineer cannot assure the sufficiency of such information. Accordingly, the Engineer shall not be liable for any claims for injury or loss arising from errors, omissions or inaccuracies in documents or other information provided by the Client. In addition, the Client agrees to compensate the Engineer for any time spent or expenses incurred in defending such claim or in making revisions to his work as a direct or indirect result of information provided by the Client which is insufficient.

19. Subsurface Conditions and Utilities. Client recognizes that a comprehensive sampling and testing program implemented by trained and experienced personnel of Engineer or Engineer's subconsultants with appropriate equipment may fail to detect certain hidden conditions. Client also recognizes that actual environmental, geological and geotechnical conditions that Engineer properly inferred to exist between sampling points may differ significantly from those that actually exist.

Engineer will locate utilities which will affect the project from information provided by the Client and utility companies and form Engineer's surveys. In that these utility locations are based, at least in part, on information from others, Engineer cannot and does not warrant their completeness and accuracy.

20. Hazardous Materials. When hazardous materials are known, assumed or suspected to exist at a project site, Engineer is required to take appropriate precautions to protect the health and safety of his personnel, to comply with the applicable laws and regulations and to follow procedures deemed prudent to minimize physical risks to employees and the public. Client hereby warrants that, if he knows or has any reason to assume or suspect that hazardous materials may exist at the project site, he will inform Engineer in writing prior to initiation of services under this Agreement.

Hazardous materials may exist at a site where there is no reason to believe they could or should be present. Client agrees that the discovery of unanticipated hazardous materials constitutes a changed condition mandating a renegotiation of the scope of work or termination of services. Engineer agrees to notify Client as soon as practically possible should unanticipated hazardous materials or suspected hazardous materials be encountered. Client waives any claim against Engineer and agrees to indemnify, defend and hold Engineer harmless from any claim or liability for injury or loss arising from Engineer's encountering unanticipated hazardous materials or suspected hazardous materials. Client also agrees to compensate Engineer for any time spent and expenses incurred by Engineer in defense of any such claim.

21. Risk Allocation. The Client recognizes that Engineer's fee includes an allowance for funding a variety of risks which affect the Engineer by virtue of his agreeing to perform services on the Client's behalf. One of these risks stems from the Engineer's potential for human error. In order for the Client to obtain the benefits of a fee which includes a lesser allowance for risk funding, the Client agrees to limit the Engineer's liability to the Client and all construction contractors arising from the Engineer's professional acts, errors or omissions, such that the total aggregate liability of the Engineer to all those named shall not exceed \$50,000 or the Engineer's total fee for the services rendered on this project, whichever is greater.

22. Anticipated Change Orders. Client recognizes and expects that a certain amount of imprecision and incompleteness is to be expected in construction contract documents; that contractors are expected to furnish and perform work, materials and equipment that may reasonably be inferred from the contract documents or from the prevailing custom or trade usage as being required to produce the intended result whether or not specifically called for; and that a certain amount of change orders are to be expected. As long as Engineer provides services in a manner consistent with that standard of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions, client agrees not to make any claim against Engineer for cost of these change orders unless these costs become a significant part of the construction contract amount. In no case will Client make claim against Engineer for costs incurred if the change order work is a necessary part of the Project for which Client would have incurred cost if work had been included originally in the contract

documents unless Client can demonstrate that such costs were higher through issuance of the change order than they would have been if originally included in the contract documents in which case any claim of Client against Engineer will be limited to the cost increase and not the entire cost of the change order.

23. Payment. Engineer shall submit monthly statements to Client. Payment in full shall be done upon receipt of the invoice. If payments are delinquent after 45 days from invoice date, the Client agrees to pay interest on the unpaid balance at the rate of one percent per month. Payment for Engineer's services is not contingent on any factor except Engineers ability to provide services in a manner consistent with that standard of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions.

24. Force Majeure. Neither Client nor Engineer shall be liable for any fault or delay caused by any contingency beyond their control, including, but not limited to, acts of God, wars, strikes, walkouts, fires, natural calamities, or demands or requirements of governmental agencies.

25. Compliance with Laws. To the extent they apply to its employees or its services, the Engineer shall comply with all applicable United States, state, territorial and commonwealth laws, including ordinances of any political subdivisions or agencies of the United States, any state, territory or commonwealth thereof.

26. Separate Provisions. If any provisions of this Agreement are held to be invalid or unenforceable, the remaining provisions shall be valid and binding.

27. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the principal place of business of the Engineer.

28. Amendment. This Agreement shall not be subject to amendment unless another instrument is executed by duly authorized representatives of each of the parties.

29. Entire Understanding of Agreement. This Agreement represents and incorporates the entire understanding of the parties hereto, and each party acknowledges that there are no warranties, representations, covenants or understandings of any kind, matter or description whatsoever, made by either party to the other except as expressly set forth herein. Client and Engineer hereby agree that any purchase orders, invoices, confirmations, acknowledgements or other similar documents executed or delivered with respect to the subject matter hereof that conflict with the terms of this Agreement shall be null, void and without effect to the extent they conflict with the terms of this Agreement.

EXHIBIT B

COMPTON ENGINEERING, INC.

RATE SCHEDULE

2022

<u>Labor Classification</u>	<u>Hourly Rate</u>
Engineer Principal.....	\$ 185.00
Senior Project Engineer	\$ 155.00
Project Engineer	\$ 135.00
Engineer Intern.....	\$ 105.00
Environmental Specialist	\$ 110.00
Senior Project Manager.....	\$ 140.00
Project Manager	\$ 120.00
Senior Design Technician	\$ 95.00
Design Technician	\$ 85.00
Resident Project Representative	\$ 85.00
Business Manager	\$ 100.00
Administrative Assistant.....	\$ 60.00
Professional Land Surveyor	\$ 130.00
Senior Survey Technician with Equipment	\$ 150.00
Two-Man Survey Crew with Equipment.....	\$ 175.00
Survey Technician	\$ 65.00
Survey Crewman.....	\$ 50.00
Drone with Operator (minimum rate up to 90 minutes)	\$ 200.00
* Hourly rate after 90 minutes.....	\$ 70.00

MEMORANDUM

To: Mayor & Board of Aldermen

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

Re: Approve Certificate of Appropriateness (COA) for Demolition of an Existing Carport and Construction of a Garage and Living Space - 1112 Bowen Avenue / PID# 61190014.000 / Bowen Avenue Historic District

Section: CONSENT AGENDA

Meeting Date: June 20, 2023

The Historic Preservation Commission (HPC) considered the request described above at its regular meeting on Thursday, June 15, 2023. The applicant requests approval of a Certificate of Appropriateness (COA) for the following:

1. Demolish the existing cinderblock carport on the south side of the dwelling,
2. Construct a new 2-car garage with a 539 sq. ft. bonus room above, in the approximate location of the existing carport, and
3. Construct a new 20 foot-wide driveway to align with the new garage.

The HPC members considered the report from the staff. A motion to recommend approval of the COA passed with all members present voting YES and two members ABSENT.

The report to the HPC and other documents related to the application are attached.

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

HISTORIC PRESERVATION COMMISSION
CERTIFICATE OF APPROPRIATENESS REPORT

MEETING DATE: June 15, 2023

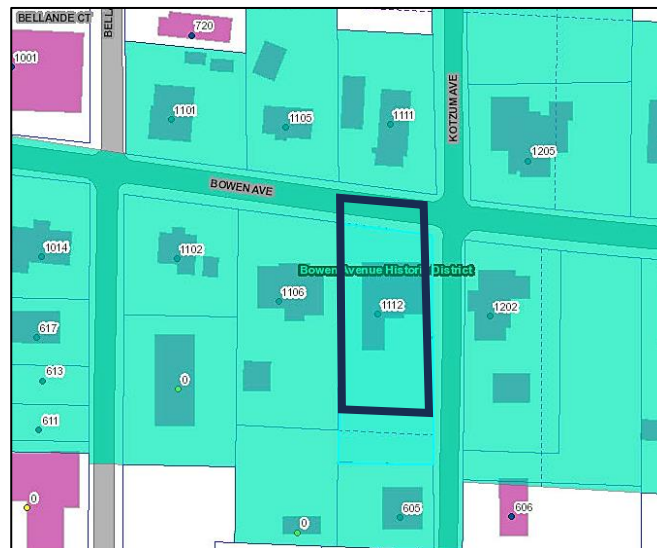
APPLICANT: Matthew and Ashley Lott

REQUESTED ACTION: Approval of a Certificate of Appropriateness (COA) for Demolition of an Existing Carport and Construction of a Garage and Living Space

DATE OF APPLICATION: April 12, 2023

LOCATION: 1112 Bowen Avenue / PID# 61190014.000 / Bowen Avenue Historic District

EXISTING CONDITIONS: The property is a single-family dwelling.



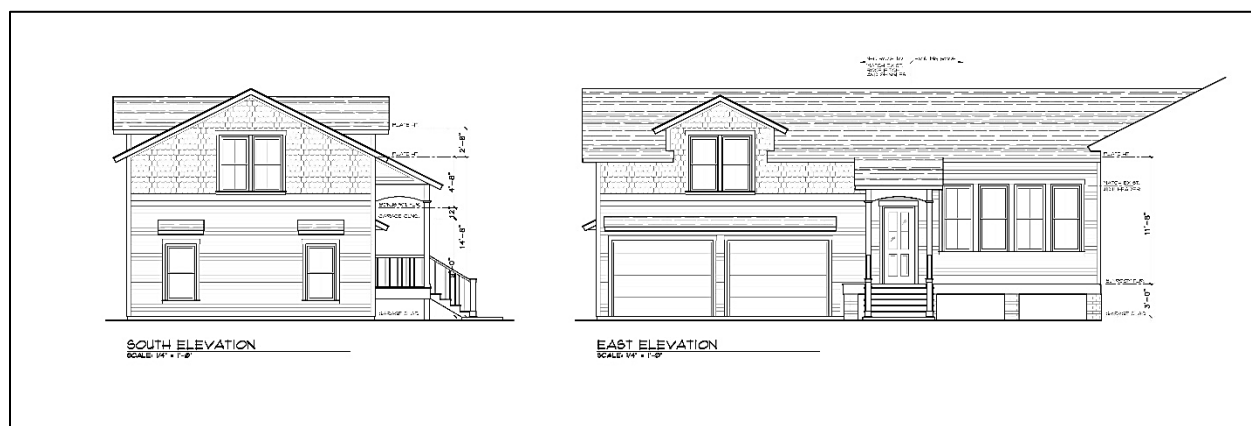
DESCRIPTION OF COA REQUEST:

The homeowners request a COA to **1)** demolish the existing cinderblock carport on the south side of the dwelling, **2)** construct a new 2-car garage with 539 sq. ft. bonus room above, in the approximate location of the existing carport, and **3)** construct a new 20 foot, 10 inch-wide driveway to align with the new garage.

EXISTING CARPORT



PROPOSED ELEVATIONS



COA CONSIDERATIONS:

The Bowen Avenue Historic District is notable for its, “cohesive collection of residential architecture. Oriented to the street, the dwellings are either vernacular or have few stylistic details, with high-style architecture being the exception rather than the rule. Even so, the district displays examples of Victorian Italianate, Creole Cottages, Bungalows, Victorian Shotguns, and Queen Anne Cottages.”

HISTORIC RESOURCES INVENTORY:

The MS Dept. of Archives and History Historic Resources Inventory states 1112 Bowen was built in 1900 and represents, “a house built by a skilled tradesman. Joseph Pol was a ship carpenter from Pascagoula and a native from Spain. The house is architecturally significant in the history of Ocean Springs because of its unique blend of the Italianate and Queen Anne styles. The imbricated shingles and turned posts, which the gallery is embellished with, are Queen Anne features and are found elsewhere in Ocean Springs. The wide, bracket-supported eaves are found in many nineteenth century styles including the Italianate and Queen Anne. The tower, the cynosure of the composition, is the most emphatically Italianate element in the design of the house. It is a stylistic feature which is unique in the city.”

FINDINGS:

- According to the applicant, the addition will be painted white and black (trim and shutters consistent with main home) and blend in with the main home as much as possible. All materials will be wood.

STAFF CONCLUSION:

The new construction is consistent with the material and characteristics of the existing dwelling and is consistent with the guidelines for the Bowen Ave. historic district.

POTENTIAL MOTION: To recommend approval of a COA at 1112 Bowen Ave. for demolition and exterior additions and modifications as described in the application and elevation plans.

MEMORANDUM

To: Mayor & Board of Aldermen

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

Re: Approve Certificate of Appropriateness (COA) for the construction of fencing -
1126 Iberville Drive / PID# 60119202.000; Marble Springs Historic District

Section: CONSENT AGENDA

Meeting Date: June 20, 2023

The Historic Preservation Commission (HPC) considered the request described above at its regular meeting on Thursday, June 15, 2023. The applicant requests approval of a Certificate of Appropriateness (COA) for the following:

1. Construct a 6-foot wooden fence along the rear property line;
2. Construct a 6-foot wooden fence and gate between the house and the east property line;
3. Construct a 4-foot aluminum fence, with a wrought iron appearance, between the house and the west property line;
4. Replace the chain link fence along the west property line with a black or green chain link fence.

The HPC members considered the report from the staff. During the discussion on the COA, the applicant requested permission to amend her request to replace the chain link fence with a picket fence and to construct a picket fence along the front property line. A motion to recommend approval of the COA as amended passed with all members present voting YES and two members ABSENT.

The report to the HPC and other documents related to the application are attached.

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

HISTORIC PRESERVATION COMMISSION REPORT

MEETING DATE: June 15, 2023

APPLICANT: Natalie Illg

REQUESTED ACTION: Approval of a Certificate of Appropriateness (COA) for the construction of fencing

DATE OF APPLICATION: May 1, 2023

LOCATION: 1126 Iberville Drive / PID# 60119202.000; Marble Springs Historic District

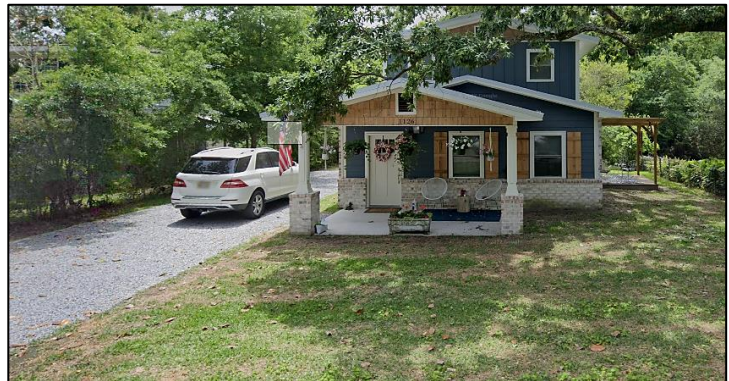
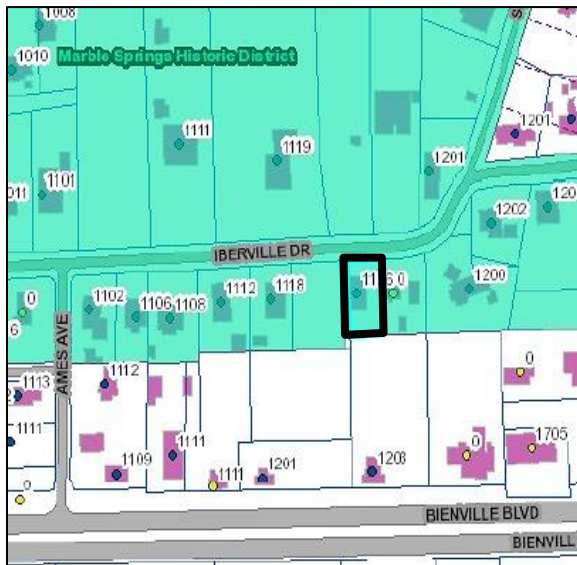
ADJACENT ZONING/LAND USE:

Subject Property: R-1, Single Family Residential Use district/a single family dwelling;

North, East and West: R-1 Residential district; single family dwellings

South: C-H Regional Commercial; commercial establishments along Bienville Blvd.

VICINITY:



GENERAL DESCRIPTION OF THE REQUEST:

The property is in the Marble Springs Historic District. The applicant proposes the following:

1. Construct a 6-foot wooden fence along the rear property line;
2. Construct a 6-foot wooden fence and gate between the house and the east property line;
3. Construct a 4-foot aluminum fence, with wrought iron appearance, between the house and the west property line;
4. Replace the chain link fence along the west property line with a black or green chain link fence;

FINDINGS:

- The historic district guidelines state “backyard privacy fences are acceptable. These should not extend forward of the centerline of the house and are best kept behind the rear of the building.” Also, dark colored chain link fences may be placed in rear yards – any portion visible from the street should be screened with evergreen vegetation.
- The proposed fences along the rear property line, east side of the house and west side of the house are consistent with the design guidelines.
- In order for the proposed chain-link fence along the west property line to be consistent with both the design guidelines and the fence regulations, it should not extend any closer to the street than the front line of the dwelling.

STAFF CONCLUSION: The proposed COA is consistent with the design guidelines provided the chain link fence is modified as noted above.

PROPOSED MOTION: To recommend approval of a COA at 1126 Iberville Drive for property line and interior fencing as described in the application and elevation plans

MEMORANDUM

To: Mayor & Board of Aldermen

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

Re: Approve Certificate of Appropriateness (COA) for the construction of a new dwelling - 506 Martin Avenue / Old Ocean Springs Historic District / PID#: 60137586.000

Section: CONSENT AGENDA

Meeting Date: June 20, 2023

The Historic Preservation Commission (HPC) considered the request described above at its regular meeting on Thursday, June 15, 2023. The applicant requests approval of a Certificate of Appropriateness (COA) to construct a 2,639 sq. ft., 2-story dwelling with a garage in the rear yard.

The demolition of the existing dwelling was approved by the HPC on July 14, 2022, and by the Board of Aldermen on July 19, 2022. The new house will be built in approximately the same location as the existing one.

The HPC members considered the report from the staff. A motion to recommend approval of the COA passed with all members present voting YES and two members ABSENT.

The report to the HPC and other documents related to the application are attached.

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

HISTORIC PRESERVATION COMMISSION REPORT
Certificate of Appropriateness Report

APPLICANT(S): Elizabeth and Lester McMackin

CURRENT OWNER? Yes ☒ No ☐

LOCATION: 506 Martin Avenue / Old Ocean Springs Historic District
PID#: 60137586.000

REQUESTED ACTION: Approval of a Certificate of Appropriateness (COA) for the construction of a new dwelling

DATE OF APPLICATION: May 1, 2023

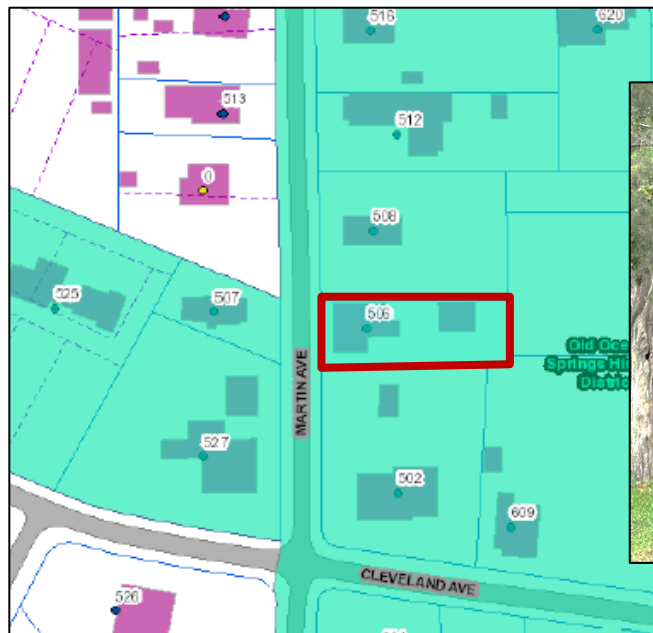
ADJACENT ZONING/LAND USE:

Subject Property: R-1, Single Family Residential Use district/a single family dwelling.

North, East and South: R-1 Residential district; single family dwellings.

West: across Martin Ave., R-1 Residential district; single family dwellings.

VICINITY:



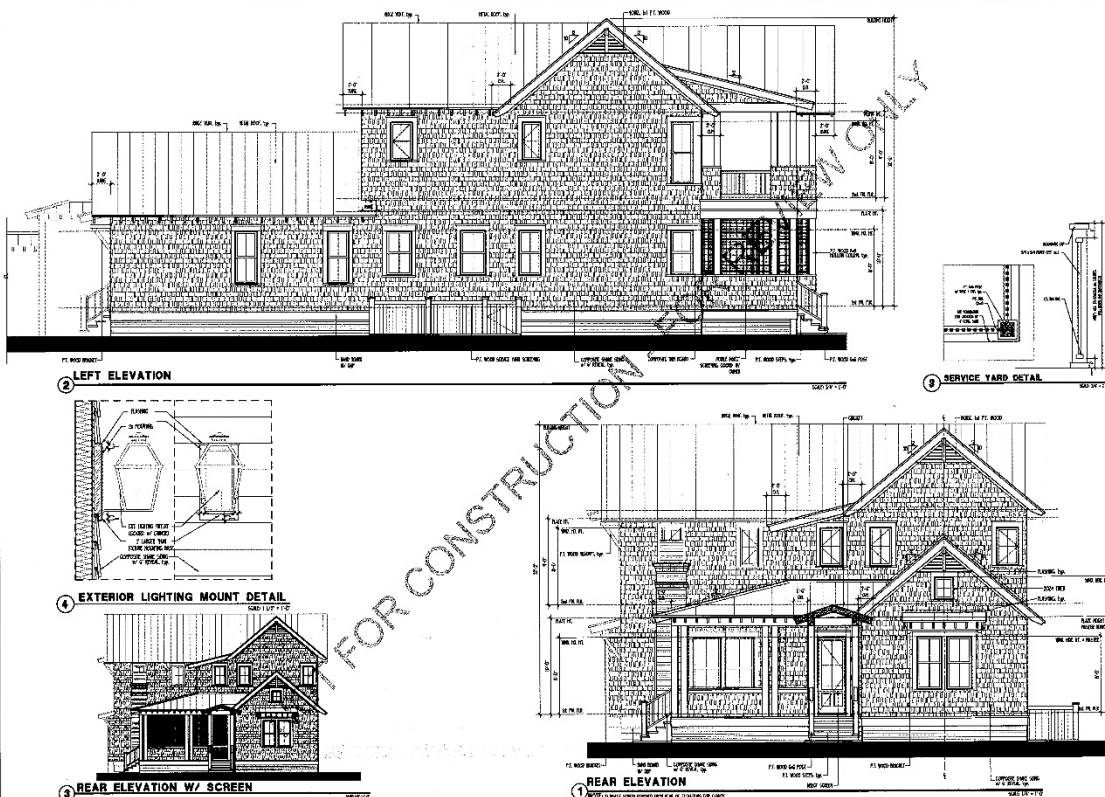
GENERAL DESCRIPTION OF THE REQUEST:

The plan proposes a 2,639 sq. ft., 2-story dwelling with a garage in the rear yard.

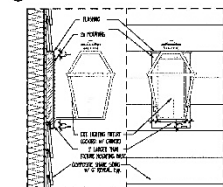


4 FRONT ELEVATION W/ SCREEN

SCALE 1/8" = 1'-0"



2 LEFT ELEVATION



4 EXTERIOR LIGHTING MOUNT DETAIL



3 REAR ELEVATION W/ SCREEN

1 REAR ELEVATION

3 SERVICE YARD DETAIL

**MCMACKIN
RESIDENCE - 23314**
506 MARTIN AVENUE, OCEAN SPRINGS, MISSISSIPPI

ALISON K. HARRIS
ARCHITECT
1000 W. 10TH AVE., SUITE 100
TULSA, OK 74106
918.438.1111
www.alisonharrisarchitect.com

PROJECT INFORMATION
PROJECT NAME: MCMACKIN RESIDENCE - 23314
PROJECT ADDRESS: 506 MARTIN AVENUE, OCEAN SPRINGS, MISSISSIPPI
ARCHITECT: ALISON K. HARRIS ARCHITECT
DATE: 01/20/2021
DRAWN BY: JKH
CHECKED BY: JKH
SCALE: 1/8" = 1'-0"

REVISIONS

NO.	DATE	DESCRIPTION
1	01/20/2021	ISSUED FOR PERMIT

3



FINDINGS:

- The demolition of the existing dwelling was approved by the HPC on July 14, 2022, and by the Board of Aldermen on July 19, 2022.
- The dwelling is proposed to have a screened porch on the front. The historic district guidelines recommend against front porch enclosures. However, the existing dwelling has a screened porch on the front and there are other dwellings in the immediate vicinity with screened front porches. A screened porch on the proposed dwelling is consistent with the vicinity's character.

COA CHECKLIST:

- **SITE LAYOUT:** The house is to be placed 19.5 feet from the front property line, which matches the front setback of the existing house.
- **VEHICLE PARKING LOCATION:** A 2-car garage is in the rear yard.
- **DRIVEWAY MATERIAL:** A gravel driveway is proposed on the south side of the parcel, leading from the street to the garage.
- **BUILDING SIDING:** composite (Hardie shingle) shake siding.
- **TRIM MATERIAL:** wood and composite (Hardie trim).
- **FOUNDATION:** concrete piling with pressure treated "hogspen" lumber.
- **ROOF STYLE AND MATERIAL:** standing seam metal; white color (tentative).
- **DOORS:**
- **WINDOWS:** double hung.
- **COLORS:** siding and trim – Stonington Gray; doors and windows – classic white; samples provided.

STAFF CONCLUSION: The proposed dwelling is consistent with the design guidelines and/or the existing dwelling on the property.

POTENTIAL MOTION: To recommend approval of a COA for construction of a new dwelling at 506 Martin Ave., including a gravel driveway, as described in the application and building plans.

MEMORANDUM

To: Mayor & Board of Aldermen

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

Re: Approve Certificate of Appropriateness (COA) for the construction of a residential townhouse and apartment development - 900 Robinson St. / Railroad Historic District - PID#: 60119126.000

Section: CONSENT AGENDA

Meeting Date: June 20, 2023

The Historic Preservation Commission (HPC) considered the request described above at its regular meeting on Thursday, June 15, 2023. The applicant requests approval of a Certificate of Appropriateness (COA) to construct 4, two-story townhouses fronting Church Ave. and an apartment over a garage fronting Robinson St. Seven covered parking spaces, accessed from a private drive connected to Robinson St. are proposed.

The HPC members considered the report from the staff. A motion to recommend approval of the COA passed with all members present voting YES and two members ABSENT.

The report to the HPC and other documents related to the application are attached.

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

HISTORIC PRESERVATION COMMISSION REPORT
Certificate of Appropriateness Report

APPLICANT(S): Jonathan Cothorn, Sand Gnat Properties, LLC

CURRENT OWNER? Yes ☒ No ☐

LOCATION: 900 Robinson St. / Railroad Historic District
PID#: 60119126.000

REQUESTED ACTION: Approval of a Certificate of Appropriateness (COA) for the construction of a residential townhouse and apartment development

DATE OF APPLICATION: May 7, 2023

ADJACENT ZONING/LAND USE:

Subject Property: CMX-2, Community Commercial/Mixed Use district/vacant lot (former site of the Cochran-Casanova building).

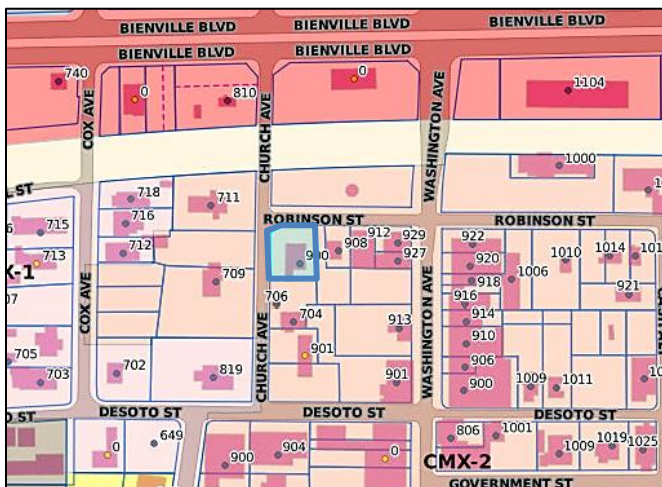
North: across Robinson St., CMX-2 district, Marshal Park.

East: CMX-2 district; access drive to a commercial parking lot.

South: CMX-2 district, office building.

West: across Church Ave., CMX-2 district, single family dwelling.

VICINITY:



GENERAL DESCRIPTION OF THE REQUEST:

The plan proposes 4, two-story townhouses fronting Church Ave. and an apartment over a garage fronting Robinson St. Seven covered parking spaces, accessed from a private drive connected to Robinson St. are proposed.

FINDINGS:

- The Railroad Historic District is “located along the railroad corridor which runs on an east-west path through Ocean Springs' historic areas. Illustrative of transportation and industrial influences, the buildings in the district reflect uses related to the railroad and the surrounding African-American community. The district is significant for its railroad-related architecture, including residential, transportation, and commercial resources.”

COA CHECKLIST:

- **SITE LAYOUT:** The townhouse building is to be placed 5 feet from Church St. and 10 feet from Robinson Ave.
- **VEHICLE PARKING LOCATION:** A 2-car garage and 5-car covered parking structure accessed via a private access easement are on the east side of the site.
- **DRIVEWAY MATERIAL:** existing paved driveway leading from the street to the garage.
- **BUILDING SIDING:** composite (Hardie board) lap siding.
- **TRIM MATERIAL:** wood and composite (Hardie trim).
- **FOUNDATION:** not indicated on the plans.
- **ROOF STYLE AND MATERIAL:** architectural asphalt shingles.
- **DOORS:** wood panel to match windows.
- **WINDOWS:** wood, double hung, with simulated divided lites. Operable shutters provided.
- **COLORS:** siding and trim – Light Slate Gray; doors and windows – black; shutters – dark slate gray; samples provided.
- **OTHER:** horizontal wood fence on the south property line.

STAFF CONCLUSION: The proposed dwelling is consistent with the design guidelines.

PROPOSED MOTION: To recommend approval of a COA for construction of a townhouse and apartment development at 900 Robinson Ave. as described in the application and building plans



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 Aldermen

From: Rex Stringfellow, Building Official

Re: Approve Building Official's Tree Recommendations through June 13, 2023

Section: CONSENT AGENDA

Meeting Date: June 20, 2023

Please find attached the tree applications and Building Official recommendations.

- 1) 2554 Davidson Rd
- 2) 3710 Queen Elizabeth Dr

Tree Application Report

Findings from the review of applications and site visits

1) Application for 2554 Davidson Rd

Owner: James Grady

Request: Remove 1 Live Oak tree next to home. Roof has been cut around tree, and now insurance wants tree removed.

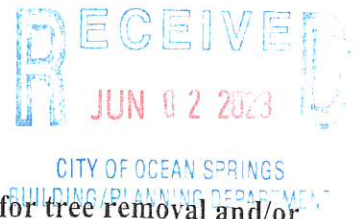
Building Official Finding: *Recommend APPROVING removal of 1 Live Oak tree. Tree is causing major damage to the home.*

2) Application for 3710 Elizabeth Dr

Owner: Laura & Matthew Dykes

Request: Remove 2 Live Oak trees by the pool area in backyard. Trees are damaging surrounding concrete and pool. Concrete has already been repaired due to previous damage several years ago. Pictures included show where concrete was repaired, and new concrete is cracking again. Pictures also show where roots are causing pool liner to bulge by pushing on side of pool.

Building Official Finding: *Recommend APPROVING removal of Live Oak behind the pool ladder the west. Tree is leaning and is unhealthy. Recommend DENYING removal of the larger Live Oak to the east, which is further away from the pool. This Live Oak tree doesn't appear to be causing any damage to the property.*



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: 2 June 2023

Address/Location of Work to be Performed: 2554 Davidson Rd Ocean Springs MS 39564

Applicant Information:

Name: James Grady Email: 192959336@gmail.com

Phone: 228 238 4787 Alt Phone: 228 875 4902

Owner Information (if different than applicant):

Name: _____ Email: _____

Phone: _____ Alt Phone: _____

Tree Contractor Information (if applicable):

Name: _____ Email: _____

Phone: _____ Alt Phone: _____

Description of work or alteration to be performed: Cut down Live oak tree.

Recommend Approving Removal of Live OAK tree. Tree is causing Major Damage to the Home

Daniel J. J. 6/9/23

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 ineligible for TPC consideration)

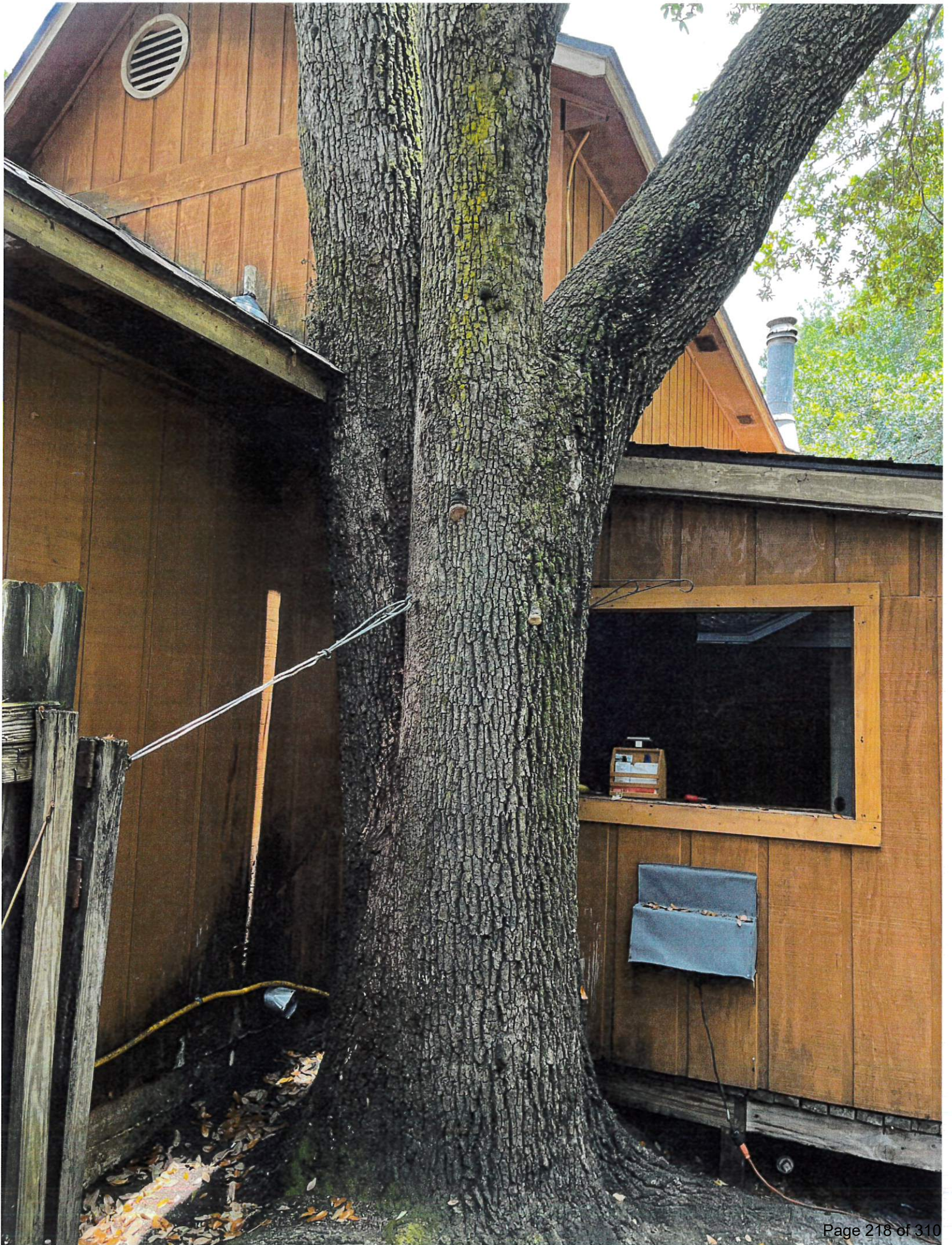
James Brady
Applicant Signature

2 June 2023
(Date)

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 are no margins, text, or other markings on the paper.

MAYOR AND BOARD OF ALDERMEN AGENDA DATE: _____

















CITY OF OCEAN SPRINGS

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: 06-09-23

Address/Location of Work to be Performed: 3710 Queen Elizabeth Dr. Ocean Springs, MS

Applicant Information:

Name: Laura & Matthew Dykes Email: matthew.dykes@yahoo.com
Phone: 228-382-7064 (matthew) Alt Phone: 228-447-5639 (Laura)

Owner Information (if different than applicant):

Name: _____ Email: _____
Phone: _____ Alt Phone: _____

Tree Contractor Information (if applicable):

Name: _____ Email: _____
Phone: _____ Alt Phone: _____

Description of work or alteration to be performed: Request to remove two live oaks by pool area. Reason for removal is damage to surrounding concrete and pool. Concrete has already been repaired by previous damage several years ago. Noted in pictures by red ribbon on concrete is where it was repaired. Now the new concrete is cracking again and roots are bulging and pushing on side of pool.

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.

Applicant Signature

(Date)

Office Use Only:

Building Official Findings:

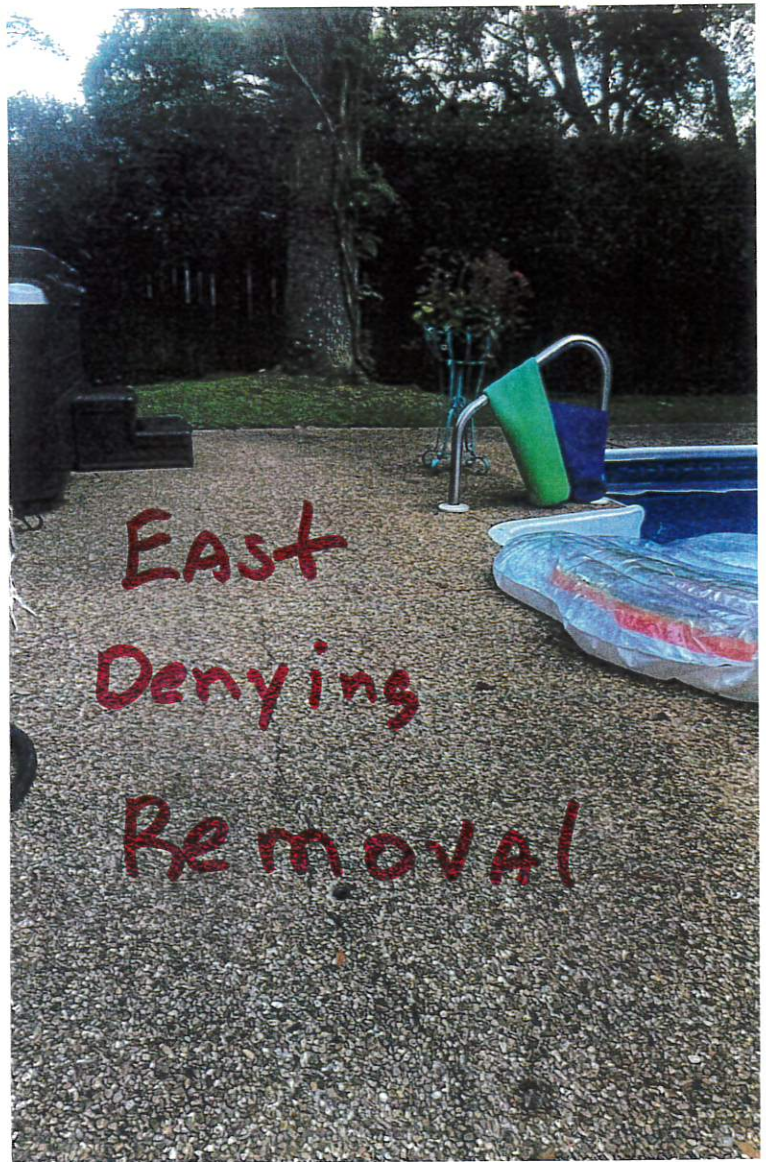
Recommend Approving Removal of one Live OAK Behind Pool Ladder to the west. Tree is Leaning And unhealthy.

Recommend Denying the Larger Tree to the east From Being Removed. Tree Didn't Appear to Be Causing Any Damage to Property.

Danell J. Jell
6/14/23

MAYOR AND BOARD OF ALDERMEN AGENDA DATE: _____

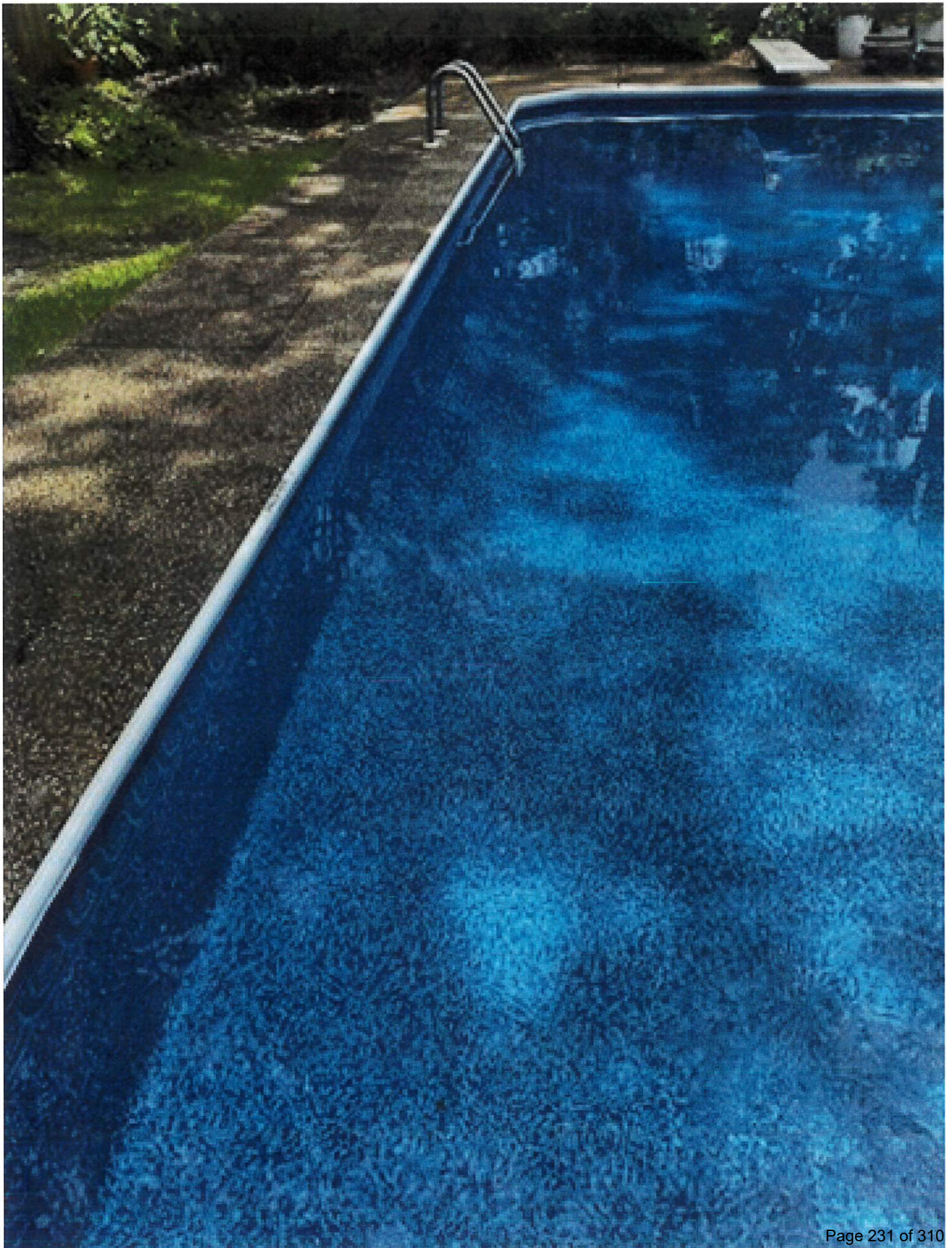






West

West
Allow
Removal









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 Aldermen

From: Rex Stringfellow, Building Official

Re: Accept Building Permit Report for May 2023

Section: CONSENT AGENDA

Meeting Date: June 20, 2023

Please find attached the building Department monthly permit report for May 2023.

Permit Totals for May 2023

	# Records	Valuation	Total Fees Collected
Building	91	\$5,017,771.00	\$32,574.00
Electrical	18		\$1,032.00
Mechanical	13		\$1,709.00
Plumbing	20		\$1,710.00
Signs	2		\$102.00
Land Work (res)	4		\$0.00
(comm)	0		\$0.00
Golf Carts	44		\$924.00
Bonfires	56		\$1,456.00
Other (Planning, trees, etc)	36		\$6,327.00
TOTALS	284	\$5,017,771.00	\$45,834.00

* fees collected include the \$1 records fee on most permits*



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 Aldermen

From: Rick Hutcherson, Code Enforcer

Re: Accept Code Report through June 16, 2023

Section: CONSENT AGENDA

Meeting Date: June 20, 2023

Accept Code Report through 16-June-2023



Code report through June 16, 2023

WARD #1.

- **5814 Chicopee** – 5/15/2023 High grass.
 - **5/22/2023** – Letter sent.
- **5820 Chicopee** – 3/27/2023 Fence without a permit. 3/30/2023 – Letter sent.
 - **4/6/2023** – Applied for permit.
- **5906 Chicopee** – 5/30/2023 Full sized above ground swimming pool in drive way. 5/30/2023 – Spoke with owner.
 - **6/5/2023** – Pool gone. Close.
- **3536 Courtenay** – 6/5/2023 Work without a permit. 6/9/2023 – Letter sent.
 - **6/14/2023** – Obtained permit. Close.
- **3218 Cumberland** – 6/5/2023 Fence without a permit. 6/9/2023 – Letter sent.
 - **6/14/2023** – Applied for permit.
- **1318 Diller** – 5/30/2023 Reports of a sailboat full of trash.
 - **5/31/2023** – No trash noted, No violations. Close.
- **1318 Diller** – 5/31/2023 High grass.
 - **6/5/2023** – Grass cut. Close.
- **3412 Hermitage** – 5/15/2023 High grass. 5/22/2023 – Sent letter.
 - **6/5/2023** – Grass cut. Close.
- **9705 Iroquois** – 5/31/2023 Exterior Sanitation (tires).
 - **6/9/2023** – Sent letter.

- **1206 King Henry** – 5/31/2023 High grass.
 - **6/5/2023** – Grass cut. Close.
- **1213 Lancelot** – 5/9/2023 Grass is high. 5/9/2023 – Left door hanger.
 - **5/15/2023** – Lot cut. Close.
- **102 Laurie** – 4/10/2023 Fence without a permit. 4/21/2023 – Sent letter.
 - **4/24/2023** – Applied for permit.
- **1226 Londonberry** – 5/1/2023 Grass is high.
 - **5/4/2023** – Sent letter.
- **1243 Monticello** – 5/1/2023 Slab and fence without permit.
 - **5/4/2023** – Sent letter.
- **3205 Nottingham** – 11/14/2022 Fence without a permit. 11/23/2022 – Sent letter.
 - **12/6/2022** – Filed charges.
- **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.
- **3404 Princess Ann** – 6/5/2023 Exterior sanitation.
 - **6/9/2023** – Sent letter.
- **1407 Sussex** – 6/5/2023 high grass.
 - **6/9/2023** – Sent letter.

WARD #2

- **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.
- **800 Cash Alley** – 4/21/2023 Unreconciled and outstanding permit for completed work.
 - **4/21/2023** – Sent letter.
- **1015 Cherokee** – 5/31/2023 Work without a permit.
 - **6/9/2023** – Sent letter.
- **525 Cleveland** – 4/21/2023 Unreconciled and outstanding permit for completed work.
 - **4/21/2023** – Sent letter.
- **21 De La Rose** – 5/31/2023 Fence without a permit.
 - **6/9/2023** – 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. 5/8/2023 – Filed Charges. 5/17/2023 - Made my own measurements from the edge of the roadway for documentation.
 - **6/6/2023** – Warrants officer reached out to me, Owner is out of town, and is unable to be served until the end of the month.
- **9 Evelyn** – 5/18/2023 High grass. 5/22/2023 – Sent letter.
 - **6/8/2023** – Yard cut. Close.
- **504 Forest Hill** – 5/23/2023 Unreconciled and outstanding permit for completed work. 5/24/2023 – Sent letter. 5/29/2023 -letter returned. 5/26/2023 – letter sent to alternate address.
 - **6/15/2023** – Second letter returned.

- **805 General Pershing** – 5/23/2023 Unreconciled and outstanding permit for completed work.
 - **5/24/2023** – Sent letter.
- **807 General Pershing** – 5/23/2023 Unreconciled and outstanding permit for completed work.
 - **5/24/2023** – Sent letter.
- **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.
 - **5/9/2023** – Spoke with owner, he will be in this week to pick it up.
- **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.
 - **6/9/2023** – Court clerk reached out to me, he will have them re-served.

- **1126 Iberville** – 4/12/2023 Fence without a permit. 4/21/2023 – Letter sent.
 - **4/24/2023** – Applied for permit.
- **1151 Iola** – 2/27/2023 Fence without a permit. 3/20/2023 – Letter sent.
 - **4/12/2023** – No permit obtained. Charges to be filed.
- **1113 LeMarin** – 5/1/2023 Grass is high.
 - **5/4/2023** – Sent letter.
- **1206 Nelson** – 5/31/2023 Exterior sanitation, dilapidated vehicle, violation of court order (previous case).
 - **6/15/2023** – Reaching out to Prosecutor to see if this will be a continuation of the previous case, or will be classified as a new complaint.
- **514 Rue Chatueaguay** – 4/17/2023 Fence without a permit. 4/21/2023 – Letter Sent
 - **4/27/2023** – Applied for permit.
- **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.
- **105 Shearwater** – 5/23/2023 High grass, exterior sanitation. 5/24/2023 – Sent letter.
 - **6/5/2023** – Yard cut. Close.
- **1115 Vermont** – 5/31/2023 High grass.
 - **6/9/2023** – Sent letter.
- **1128 Vermont** – 4/17/2023 Fence without a permit. 4/21/2023 – Letter sent.
 - **4/26/2023** – Applied for permit.
- **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

- **100 Arbor Vista** – 5/23/2023 (Metal) Roof without a permit. 5/24/2023 – Sent letter.
 - **6/5/2023** – Obtained permit. Close.
- **102 Arbor Vista** – 5/23/2023 Unreconciled and outstanding permit for completed work.
 - **5/24/2023** – Sent letter.
- **431 Bechtel** - 3/28/2022 – Opened case.
 - **1/31/2023** – Daily documentation continues.
- **1600 Bienville**– 4/26/2023 Feather flag violation. 5/4/2023 – Letter Sent.
 - **5/31/2023** – Spoke with owner.
- **604 Brumbaugh** – 4/17/2023 Multiple exterior sanitation issues. 4/21/2023 – Letter sent.
 - **5/25/2023** – Lots of progress made, monitoring.
- **50 Choctaw** – 4/17/2023 Fence without a permit.
 - **4/21/2023** – Letter sent.
- **2488 Davidson** – 5/23/2023 Overgrown weeds and vegetation.
 - **5/24/2023** – Sent letter.
- **603 Dogwood** – 5/18/2023 Fence without a permit.
 - **5/22/2023** – Letter sent.
- **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.
- **#### Earl Taylor** – Multiple calls from singular complaintant. Four to ten houses are leaving their garbage cans at the street.
- **106 Earl Taylor** – 5/24/2023 Called in report of garbage cans being left at roadway. 5/25/2023 - Called in report of garbage cans left at the roadway. 5/26/2023 – Called in reports of garbage cans being left at roadway.
 - **5/26/2023** – Left door hanger with notice of violation.

- **110 Earl Taylor** – 5/24/2023 Called in report of garbage cans being left at roadway. 5/25/2023 - Called in report of garbage cans left at the roadway. 5/26/2023 – Called in reports of garbage cans being left at roadway.
 - **5/26/2023** – Left door hanger with notice of violation.
- **112 Earl Taylor** – 5/24/2023 Called in report of garbage cans being left at roadway. 5/25/2023 - Called in report of garbage cans left at the roadway. 5/26/2023 – Called in reports of garbage cans being left at roadway.
 - **5/26/2023** – Left door hanger with notice of violation.
- **2113 Government, Suite K1** – 4/21/2023 Unreconciled and outstanding permit for completed work. 4/21/2023 – Sent letter.
 - **4/27/2023** – Permit picked up. Close.
- **132 Holcomb** – 3/9/2023 Exterior sanitation, tires, fridge. 3/10/2023 – Sent letter and included list of items Public Works will/will not pick up.
 - **5/22/2023** – Sent final notice.
- **2022 Kensington** – 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.
 - **6/16/2023** – Owner removed everything and sold the property. Close.
- **142 Linda** – 5/18/2023 Fence without a permit.
 - **5/22/2023** – Sent letter.
- **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.
- **217 Linda** – 5/18/2023 Construction debris piled at the roadway.
 - **5/22/2023** – Sent letter.
- **213 Mason** – 4/21/2023 Unreconciled and outstanding permit for completed work.
 - **4/24/2023** – Sent letter.
- **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.
- **302 Simon** – 5/18/2023 – Called in reports of high grass and a truck bed beside the house. 5/22/2023 – Sent letter.
 - **5/31/2023** – Property is compliant. Close.
- **113 Stennis** – 4/13/2023 Fence without a permit.
 - **4/13/2023** – Letter sent.
- **122 Stennis** – 5/18/2023 Fence without a permit. 5/22/2023 – Letter sent.
 - **6/2/2023** – Applied for permit.
- **113 Stennis** – 4/13/2023 Fence without a permit.
 - **4/13/2023** – Letter sent.
- **104 Sunhaven** – 5/31/2023 Fence without a permit.
 - **6/9/2023** – Letter sent.
- **108 Sunhaven** – 5/31/2023 Call in report of exterior sanitation issues.
 - **6/9/2023** – Letter sent.
- **2300 Westbrook** – 5/30/2023 Alderman called in report of truck and boat left parked (facing traffic) and partially in the roadway. 5/30/2023 – Citizen called in report mirroring Alderman's complaint. 5/31/2023 – Building official spoke with manager of apartment complex.
 - **6/1/2023** – Truck and boat have been moved, close.

WARD #4

- **106 Beverly** – 5/17/2023 Overgrown vegetation. 5/22/2023 – Sent letter.
 - **6/7/2023** – Yard cut. Close.
- **3113 Breezy Hill** – 4/14/2023 Fence without a permit. 4/14/2023 – Issued Stop Work. 4/14/2023 – Finished fence without permit, disregarded Stop Work.
 - **5/8/2023** – Applied for permit.

- **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.
- **2523 Havard** – 5/16/2023 Fence without a permit. 5/17/2023 – Issued Stop Work.
 - **5/24/2023** – Applied for permit.
- **703 Hidden Oaks** – 5/3/2023 Fence without a permit. 5/4/2023 – Sent letter
 - **5/9/2023** – Applied for permit. Still pending review.
- **94 Hunter** – 5/25/2023 Work without a permit. Issued Stop Work.
 - **5/25/2023** – Obtained permit, close.
- **99 Hunter** – 5/3/2023 Non-approved structure (lift)
 - **5/4/2023** – Sent letter
- **301 Hunter** – 3/15/2023 Exterior sanitation. 3/20/2023 – Letter sent.
 - **3/28/2023** – Anonymous complaint called in about property conditions.
- **400 Hunter** – 5/3/2023 Fence without a permit. 5/4/2023 – Sent letter
 - **5/9/2023** – Applied for permit. Still pending review.
- **126 Lafayette (A)** – 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.
 - **6/2/2023** – Appeal denied, fencing was removed. Charges dropped, Close.
- **126 Lafayette (B)** – 6/2/2023 Public Works called in report of a pile of construction debris. 6/2/2023 – Appears to be a home renovation project. 6/7/2023 – Public works relayed they were not going to pick up the pile. 6/8/2023 – Spoke with

homeowner. 6/8/2023 – Building Official spoke with homeowner. 6/9/2023 – Homeowner said they would move the pile this coming weekend.

- **6/13/2023** – Pile gone. Close.
- **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.
 - **6/7/2023** – Fridge gone. Close.
- **2502 Parkwood** – 5/30/2023 Fence without a permit.
 - **6/9/2023** – Sent letter
- **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.
- **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. 5/2/2023 - Spoke with owner, re-sent boarding standards.
 - **5/17/2023** – Spoke with owner, local realtor is looking into purchasing the property for demolition.
- **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.

- **3500 Tyler** – 5/17/2023 High grass and dilapidated vehicle. 5/22/2023 – Sent letter.
 - **6/7/2023** – Grass cut, vehicle removed. Close.
- **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

- **152 Booth** – 5/3/2023 Dilapidated vehicle. Sent letter. 6/7/2023 – Dilapidated vehicle and high grass.
 - **6/9/2023** – Sent letter
- **125 Clear Springs** – 5/16/2023 Tires in Yard. 5/22/2023 – Sent letter, included list of items that Public Works will/will not pick up.
 - **5/31/2023** – Tire gone. 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.
- **2911 Katy** – 6/7/2023 High grass.
 - **6/9/2023** – Sent letter.
- **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.
 - **5/18/2023** – Progress ceased. Told Warrant Officer to proceed with service.
- **119 Lynne Therese** – 6/7/2023 Fence without a permit. 6/9/2023 – Letter sent.
 - **6/15/2023** – Applied for permit.
- **1107 Magnolia Bayou** – 4/12/2023 Fence without a permit.
 - **4/21/2023** – Letter sent.
- **109 Mark Daniel** – 6/7/2023 Fence and shed without a permit.
 - **6/9/2023** – Letter sent.
- **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.
- **105 Red Wing** – 5/3/2023 Dilapidated vehicle, inoperable vehicle, vehicle in the roadway.
 - **5/4/2023** – Sent letter to tenant and owner
- **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.

- **3817 Timberlake** – 5/31/2023 Exterior sanitation (pallets).
 - **6/9/2023** – Sent letter.

WARD #6

- **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.
- **4616 Carolyn** – 6/6/2023 Exterior sanitation (tire). 6/9/2023 – Sent letter.
 - **6/15/2023** – Tire gone. Close.
- **1302 Chalmette** – 5/16/2023 High grass. 5/22/2023 – Sent letter. 5/30/2023 – Letter Returned.
 - **6/6/2023** – Yard cut. Close.
- **1306 Deana** – 5/31/2023 Exterior sanitation and high grass. 6/1/2023 – Issued Door hanger and spoke with tenant. 6/1/2023 – Spoke with owner.
 - **6/2/2023** – Tenant said he intends to be out of the house by 7/1.
- **122 Gettysburg** – 6/6/2023 Exterior sanitation.
 - **6/9/2023** – Sent letter
- **124 Gettysburg** – 5/31/2023 Dilapidated Vehicle.
 - **6/9/2023** – Sent letter.
- **1325 Glacier** – 5/31/2023 High grass.
 - **6/9/2023** – Sent letter.
- **101 Grand Teton** – 5/31/2023 High grass.
 - **6/9/2023** – Sent letter.
- **111 Grand Teton** – 5/31/2023 High grass and exterior sanitation.
 - **6/9/2023** – Left door hanger.
- **5010 Heritage** – 5/16/2023 High grass, unlicensed vehicle. 5/22/2023 -Sent letter.
 - **6/6/2023** – Spoke with owner, who lives out of town. She said she'd take care of everything as soon as she can get to town.

- **101 Niagra** – 5/2/2023 Roof without a permit.
 - **5/4/2023** – Sent letter
- **7002 Nicole** – 5/31/2023 dilapidated and unlicensed vehicle.
 - **6/9/2023** – Sent letter.
- **1233 Parktown** – 6/6/2023 Exterior Sanitation (paint buckets).
 - **6/9/2023** – 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.
- **1321 Parktown** – 6/6/2023 Unreconciled and outstanding permit for completed work.
 - **6/9/2023** – Sent letter.
- **1402 Parktown** – 6/6/2023 High grass.
 - **3/24/2023** – Sent letter.
- **2606 Parktown** – 5/23/2023 Unreconciled and outstanding permit for completed work.
 - **5/24/2023** – Sent letter.
- **7 Pine Lake** – 5/16/2023 High grass. 5/22/2023 – Sent letter
 - **6/6/2023** – Left door hanger.
- **9 Pine Lake** – 5/16/2023 Inoperable vehicle. 5/22/2023 – Sent letter.
 - **5/6/2023** – Vehicle gone. Close.
- **4606 Pinehaven** – 9/12/2022 Roof without a permit. 9/29/2002 – Sent letter.
 - **10/10/2022** – Filed Charges
- **3114 Shadowwood** – 6/6/2023 Roof without a permit.
 - **6/9/2023** – Sent letter.

- **114 Shiloh** – 6/6/2023 Fridge with doors on it.
 - **6/9/2023** – Sent letter.
- **8900 Townsend Terrace** – 6/6/2023 Work being done without permit. Possibly a trash-out.
 - **6/6/2023** – Monitor.
- **8905 Townsend Terrace** – 5/29/2023 Called in report of high grass. Verified on patrol. 5/30/2023 – Sent letter.
 - **6/5/2023** – Grass cut, close.
- **3007 Trentwood** – 6/6/2023 Fence erected without a permit.
 - **6/9/2023** – Sent letter.
- **111 Vicksburg** – 5/16/2023 High grass. 5/22/2023 – Sent letter.
 - **6/5/2023** – Yard cut. Close.
- **65 Whisperwood** – 4/18/2023 Fence without a permit. 4/21/2023 – Sent letter.
 - **5/26/2023** – Obtained permit. Close.
- **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.





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 Aldermen

From: Kelly Riff, Accountant
Vicky Hupe, Deputy City Clerk

Re: Ratify docket of claims from 6/6/2023

Section: DEPARTMENT REPORTS

Meeting Date: June 20, 2023

Due to input error, the agenda packet for the 6/6/2023 Regular Meeting included the docket report for the 5/16/2023 meeting that was previously approved. The correct docket report for 6/6/2023 is attached for your review and ratification.



Ocean Springs, MS

6/6/2023 Docket of Claims

By Vendor Name

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Vendor: 03250 - A & A AUTOMOTIVE REPAIR					
A & A AUTOMOTIVE REPAIR	39014	06/06/2023	AC Service for Fire Unit F-2	001-260-630-0000	220.32
Vendor 03250 - A & A AUTOMOTIVE REPAIR Total:					220.32
Vendor: 03083 - ADT COMMERCIAL					
ADT COMMERCIAL	150565590	06/06/2023	MONTHLY ALARM MONITORING	001-300-630-0000	45.68
Vendor 03083 - ADT COMMERCIAL Total:					45.68
Vendor: 003142 - ADVANCED SYSTEMS TECHNOLOGY SPRAYER DEPOT LLC					
ADVANCED SYSTEMS TECHNO...	IN571638	06/06/2023	100 gallon 2 wheel with pump and boom sprayer	008-550-916-0000	4,009.83
Vendor 003142 - ADVANCED SYSTEMS TECHNOLOGY SPRAYER DEPOT LLC Total:					4,009.83
Vendor: 04580 - AGJ SYSTEMS & NETWORKS INC					
AGJ SYSTEMS & NETWORKS I...	104684	06/06/2023	SOLID STATE DRIVE	001-200-603-0000	89.99
AGJ SYSTEMS & NETWORKS I...	104766	06/06/2023	WIRELESS MOBILE PRINTERS	008-255-916-0000	884.76
AGJ SYSTEMS & NETWORKS I...	104766	06/06/2023	DELL LATITUDE WIN 10 PRO LAPTOPS	008-255-916-0000	7,766.52
AGJ SYSTEMS & NETWORKS I...	104954	06/06/2023	EMAIL HOSTING	001-140-602-0000	1,210.62
AGJ SYSTEMS & NETWORKS I...	104954	06/06/2023	EMAIL HOSTING 25%	401-300-602-0000	384.38
AGJ SYSTEMS & NETWORKS I...	105007	06/06/2023	BACKUP AND DISASTER RECOVERY SERVER	001-140-602-0000	487.50
AGJ SYSTEMS & NETWORKS I...	105007	06/06/2023	BACKUP AND DISASTER RECOVERY SERVER BDR 25%	401-300-602-0000	162.50
AGJ SYSTEMS & NETWORKS I...	MSP-104905	06/06/2023	MSP- COMPLETE CARE	001-140-602-0000	7,650.00
AGJ SYSTEMS & NETWORKS I...	MSP-104905	06/06/2023	MSP- COMPLETE CARE 25%	401-300-602-0000	2,550.00
Vendor 04580 - AGJ SYSTEMS & NETWORKS INC Total:					21,186.27
Vendor: 02568 - ALL PRO PAINTING AND MORE LLC					
ALL PRO PAINTING AND MORE...	390	06/06/2023	MARY C TILE WORK	001-196-630-0000	750.00
Vendor 02568 - ALL PRO PAINTING AND MORE LLC Total:					750.00
Vendor: 02609 - ALLEYKAT CERAMICS, LLC.					
ALLEYKAT CERAMICS, LLC.	13800	06/06/2023	clay	001-550-540-0542	324.68
Vendor 02609 - ALLEYKAT CERAMICS, LLC. Total:					324.68
Vendor: 03798 - AMERICAN GLASS SERVICES, LLC					
AMERICAN GLASS SERVICES, L...	66385	06/06/2023	F-250 Vin 08075 #24 F250 Streets Windshield	001-301-630-0000	280.00
AMERICAN GLASS SERVICES, L...	66386	06/06/2023	F-250 VIN 08076 #27 F250 Drainage Windshield	001-352-630-0000	280.00
AMERICAN GLASS SERVICES, L...	66389	06/06/2023	2500 VIN 63306 #32 Chevy Street Windshield	001-301-630-0000	260.00
AMERICAN GLASS SERVICES, L...	66390	06/06/2023	FreightlinerVIN Z5043 #112 DmpTrkStreet Windshield	001-301-630-0000	335.00
AMERICAN GLASS SERVICES, L...	66388	05/31/2023	F-750 Vin 79282 #123 Trash Trk Windshield	001-301-630-0000	280.00
AMERICAN GLASS SERVICES, L...	66388	05/31/2023	F-750 Vin 79282 #123 Trash Trk Door Glass	001-301-630-0000	230.00
Vendor 03798 - AMERICAN GLASS SERVICES, LLC Total:					1,665.00
Vendor: 05785 - AMERICAN MUNICIPAL SERVICES					
AMERICAN MUNICIPAL SERVI...	57001	06/06/2023	COLLECTION FEES APRIL 2023	001-001-130-0053	610.91
Vendor 05785 - AMERICAN MUNICIPAL SERVICES Total:					610.91
Vendor: 05742 - AT&T					
AT&T	INV0019623	06/06/2023	228 818-5461 297 0593 PD BACKUP LINE	001-200-611-0000	35.87
Vendor 05742 - AT&T Total:					35.87

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Vendor: 04873 - AUDIO WAVE, INC.					
AUDIO WAVE, INC.	A56630	06/06/2023	Shop supplies	001-200-630-0000	5.00
AUDIO WAVE, INC.	A56630	06/06/2023	Siren control repair labor	001-200-630-0000	95.00
AUDIO WAVE, INC.	A 56069	06/06/2023	PMP2BKDGAI Bracket	001-200-630-0000	48.00
AUDIO WAVE, INC.	A 56069	06/06/2023	Shop supplies	001-200-630-0000	50.00
AUDIO WAVE, INC.	A 56069	06/06/2023	Labor	001-200-630-0000	260.00
AUDIO WAVE, INC.	A 56069	06/06/2023	EMPS2STS2B Blue LED	001-200-630-0000	500.00
AUDIO WAVE, INC.	A56469	06/06/2023	SHOP SUPPLIES	001-300-600-0600	102.00
AUDIO WAVE, INC.	A56469	06/06/2023	LABOR FOR GPS TRACKING UNITS	001-300-600-0600	850.00
AUDIO WAVE, INC.	A56478	06/06/2023	INSTALLATION OF GPS UNITS ON EQUIPMENT	001-300-600-0600	1,260.00
AUDIO WAVE, INC.	A56478	06/06/2023	INSTALLATION OF GPS UNITS ON EQUIPMENT	001-550-600-0600	210.00
AUDIO WAVE, INC.	A56478	06/06/2023	INSTALLATION OF GPS UNITS ON EQUIPMENT	401-300-600-0600	420.00
Vendor 04873 - AUDIO WAVE, INC. Total:					3,800.00
Vendor: 04320 - AXON ENTERPRISE, INC.					
AXON ENTERPRISE, INC.	INUS160015	06/06/2023	Taser instructor course for Dye	001-200-605-0607	495.00
Vendor 04320 - AXON ENTERPRISE, INC. Total:					495.00
Vendor: 04939 - BADGEPASS, INC.					
BADGEPASS, INC.	INV104576	06/06/2023	Software Support Agreement and License Renewal	001-200-602-0000	570.00
Vendor 04939 - BADGEPASS, INC. Total:					570.00
Vendor: 01224 - BAILEY LUMBER AND SUPPLY CO					
BAILEY LUMBER AND SUPPLY ...	16345860	06/06/2023	2X4X16 TREATED LUMBER	001-550-908-0000	952.65
BAILEY LUMBER AND SUPPLY ...	16345860	06/06/2023	CONCRETE MIX	001-550-908-0000	470.82
BAILEY LUMBER AND SUPPLY ...	16345860	06/06/2023	RUSTIC GATE KIT BLACK	001-550-908-0000	59.70
BAILEY LUMBER AND SUPPLY ...	16345860	06/06/2023	1X6X6 TREATED FENCE	001-550-908-0000	1,584.15
BAILEY LUMBER AND SUPPLY ...	16345860	06/06/2023	4X4X8 TREATED LUMBER	001-550-908-0000	809.10
BAILEY LUMBER AND SUPPLY ...	16345860	06/06/2023	PALLET CUSTOM CREEK RETURN	001-550-908-0000	28.50
BAILEY LUMBER AND SUPPLY ...	16345860	06/06/2023	2"X .113" GALVANIZED FRAMING NAIL	001-550-908-0000	366.40
BAILEY LUMBER AND SUPPLY ...	16345860	06/06/2023	EPOXY COATED DECC SCREW TAN	001-550-908-0000	230.00
BAILEY LUMBER AND SUPPLY ...	3274388	06/06/2023	TY2808G-SYP 2X8X8 #2	001-550-563-0000	101.88
BAILEY LUMBER AND SUPPLY ...	3293275	06/06/2023	Gate for dumpster at Mary C	001-196-560-0000	337.09
BAILEY LUMBER AND SUPPLY ...	3295275	06/06/2023	Wood fence for Clay Boyd Park	001-550-908-0000	1,184.89
Vendor 01224 - BAILEY LUMBER AND SUPPLY CO Total:					6,125.18
Vendor: 01306 - BILOXI PAPER CO INC					
BILOXI PAPER CO INC	445666	06/06/2023	Toilet Paper Order	001-196-510-0000	45.69
BILOXI PAPER CO INC	445667	06/06/2023	Black Trash Bags	001-196-510-0000	62.90
BILOXI PAPER CO INC	444558	06/06/2023	2546 H7658QC 38x58 clear 55 GAL (100/case)	001-301-560-0000	1,176.00
Vendor 01306 - BILOXI PAPER CO INC Total:					1,284.59
Vendor: 02977 - BLADES GROUP LLC					
BLADES GROUP LLC	18041439	06/06/2023	RockAsphalt - 50 Lb Bag 50 Lb. Bag of RockAsphalt	001-301-563-0000	2,356.00
BLADES GROUP LLC	18041797	06/06/2023	RockAsphalt - 50 Lb Bag	001-301-902-0000	3,534.00
Vendor 02977 - BLADES GROUP LLC Total:					5,890.00
Vendor: 031571 - BLAINE ASHLEY					
BLAINE ASHLEY	INV0019632	06/06/2023	STAGE SETUP/TAKEDOWN 5/26/23	010-140-703-0009	200.00
Vendor 031571 - BLAINE ASHLEY Total:					200.00
Vendor: 02480 - BONNER ANALYTICAL TESTING CO , INC.					
BONNER ANALYTICAL TESTING...	79870	06/06/2023	Water sample testing Oct 2022 - Sept 2023	401-750-630-0000	57.82
Vendor 02480 - BONNER ANALYTICAL TESTING CO , INC. Total:					57.82

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Vendor: 01362 - BSN SPORTS/SPORT SUPPLY GROUP, INC.					
BSN SPORTS/SPORT SUPPLY G...	921588813	06/06/2023	Multi color economy VB Net	001-550-540-0541	67.22
Vendor 01362 - BSN SPORTS/SPORT SUPPLY GROUP, INC. Total:					67.22
Vendor: 03204 - C SPIRE WIRELESS					
C SPIRE WIRELESS	INV0019705	06/06/2023	CELL PHONE CHARGES	001-110-611-0000	34.85
C SPIRE WIRELESS	INV0019705	06/06/2023	MAYOR CELL PHONE	001-120-611-0000	104.67
C SPIRE WIRELESS	INV0019705	06/06/2023	CITY CLERK CELL PHONE	001-140-611-0000	34.89
C SPIRE WIRELESS	INV0019705	06/06/2023	HUMAN RESOURCE CELL PHONE	001-180-611-0000	34.89
C SPIRE WIRELESS	INV0019705	06/06/2023	BLDG DEPT CELL PHONE	001-191-611-0000	104.67
C SPIRE WIRELESS	INV0019705	06/06/2023	CELL PHONE CHARGES	001-200-611-0000	1,339.47
C SPIRE WIRELESS	INV0019705	06/06/2023	CELL PHONE CHARGES	001-260-611-0000	69.22
C SPIRE WIRELESS	INV0019705	06/06/2023	CELL PHONE CHARGES	001-300-611-0000	69.78
C SPIRE WIRELESS	INV0019705	06/06/2023	CELL PHONE CHARGES	001-301-611-0000	20.58
C SPIRE WIRELESS	INV0019705	06/06/2023	CELL PHONE CHARGES - S. FARNSWORTH	001-352-611-0000	34.89
C SPIRE WIRELESS	INV0019705	06/06/2023	DRAINAGE CALL OUT PHONE	001-352-611-0000	20.58
C SPIRE WIRELESS	INV0019705	06/06/2023	CELL PHONE CHARGES	001-550-611-0000	160.14
C SPIRE WIRELESS	INV0019705	06/06/2023	CELL PHONE CHARGES	401-710-611-0000	69.78
C SPIRE WIRELESS	INV0019705	06/06/2023	WATER DEPT CELL PHONE/TABLET	401-750-611-0000	89.80
C SPIRE WIRELESS	INV0019705	06/06/2023	CELL PHONE CHARGES	401-751-611-0000	104.11
C SPIRE WIRELESS	INV0019706	06/06/2023	CELL PHONE CHARGES	001-110-611-0000	-19.32
C SPIRE WIRELESS	INV0019706	06/06/2023	MAYOR CELL PHONE	001-120-611-0000	-72.96
C SPIRE WIRELESS	INV0019706	06/06/2023	CITY CLERK CELL PHONE	001-140-611-0000	-24.32
C SPIRE WIRELESS	INV0019706	06/06/2023	HUMAN RESOURCE CELL PHONE	001-180-611-0000	-24.32
C SPIRE WIRELESS	INV0019706	06/06/2023	BLDG DEPT CELL PHONE	001-191-611-0000	-72.96
C SPIRE WIRELESS	INV0019706	06/06/2023	CELL PHONE CHARGES	001-200-611-0000	1,222.20
C SPIRE WIRELESS	INV0019706	06/06/2023	CELL PHONE CHARGES	001-260-611-0000	10.01
C SPIRE WIRELESS	INV0019706	06/06/2023	CELL PHONE CHARGES	001-300-611-0000	-46.31
C SPIRE WIRELESS	INV0019706	06/06/2023	CELL PHONE CHARGES	001-301-611-0000	-13.34
C SPIRE WIRELESS	INV0019706	06/06/2023	DRAINAGE CALL OUT PHONE	001-352-611-0000	-13.34
C SPIRE WIRELESS	INV0019706	06/06/2023	CELL PHONE CHARGES - S. FARNSWORTH	001-352-611-0000	-24.32
C SPIRE WIRELESS	INV0019706	06/06/2023	CELL PHONE CHARGES	001-550-611-0000	-109.26
C SPIRE WIRELESS	INV0019706	06/06/2023	CELL PHONE CHARGES	401-710-611-0000	-48.64
C SPIRE WIRELESS	INV0019706	06/06/2023	WATER DEPT CELL PHONE/TABLET	401-750-611-0000	-3.33
C SPIRE WIRELESS	INV0019706	06/06/2023	CELL PHONE CHARGES	401-751-611-0000	-14.31
Vendor 03204 - C SPIRE WIRELESS Total:					3,037.80
Vendor: 02808 - C.H. FENSTERMAKER & ASSOCIATES LLC					
C.H. FENSTERMAKER & ASSOC...	0203107	06/06/2023	PORTER AVE PUBLIC ACCESS IMPRO THROUGH 4/29	303-330-911-0000	1,407.25
Vendor 02808 - C.H. FENSTERMAKER & ASSOCIATES LLC Total:					1,407.25
Vendor: 00039 - CENTRAL PIPE SUPPLY, INC.					
CENTRAL PIPE SUPPLY, INC.	S100313537.005	06/06/2023	Ford Brass Coupling 2" CTS X CTS	401-750-571-0000	2,091.00
CENTRAL PIPE SUPPLY, INC.	S100307048.008	06/06/2023	Ford brass check valve 1 1/2"	401-750-571-0000	775.36
CENTRAL PIPE SUPPLY, INC.	S100307048.009	06/06/2023	Ford brass dual check valve 1"	401-750-571-0000	1,533.80
CENTRAL PIPE SUPPLY, INC.	S100313537.006	06/06/2023	Ford Brass Check Valve 2" FLG X FIPT	401-750-571-0000	4,701.00
CENTRAL PIPE SUPPLY, INC.	S100313537.007	06/06/2023	Ford Brass Female Adapter 2" FIPT X CTS	401-750-571-0000	738.90
CENTRAL PIPE SUPPLY, INC.	S100307048.012	06/06/2023	Ford brass male adapter 1" MIPT x 3/4" CTS	401-750-571-0000	379.00
CENTRAL PIPE SUPPLY, INC.	S100307048.012	06/06/2023	1 1/2" ford corp stop	401-750-571-0000	1,154.86
CENTRAL PIPE SUPPLY, INC.	S100323864.006	06/06/2023	FORD BRASS CURB STOP 2" FIPT X METER FLANGE	401-750-571-0000	722.62
CENTRAL PIPE SUPPLY, INC.	S100307048.013	06/06/2023	1 1/4" ford corp stop FB1000-5-NL	401-750-571-0000	3,150.00

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
CENTRAL PIPE SUPPLY, INC.	S100307048.017	06/06/2023	1 1/4" ford female adapter	401-750-571-0000	884.20
CENTRAL PIPE SUPPLY, INC.	S100307048.018	06/06/2023	Ford brass check valve 1 1/2"	401-750-571-0000	2,519.92
CENTRAL PIPE SUPPLY, INC.	S100323864.010	06/06/2023	FORD BRASS CHECK VALVE 1 1/2" METER FLG X FIPT	401-750-571-0000	1,139.85
CENTRAL PIPE SUPPLY, INC.	S100323864.011	06/06/2023	FORD BRASS CHECK VALVE 1 1/2" METER FLG X FIPT	401-750-571-0000	911.88
CENTRAL PIPE SUPPLY, INC.	S100335100.001	06/06/2023	G6210PVC G/J SDR-35 REPAIR COUPLING 10"	401-751-563-0000	124.43
CENTRAL PIPE SUPPLY, INC.	S100335100.001	06/06/2023	G628 PVC G/J SDR-35 REPAIR COUPLING 8" G628	401-751-563-0000	336.42
CENTRAL PIPE SUPPLY, INC.	S100335100.001	06/06/2023	H1510-6PVC SDR-26 HEAVY WALL SEWER TEE WYE10" X 6"	401-751-563-0000	694.64
CENTRAL PIPE SUPPLY, INC.	S100323864.009	06/06/2023	FORD BRASS CURB STOP 2" CTS X METER FLANGE	401-750-571-0000	746.24
CENTRAL PIPE SUPPLY, INC.	s100335100.002	06/06/2023	G6210PVC G/J SDR-35 REPAIR COUPLING 10"	401-751-563-0000	124.43
CENTRAL PIPE SUPPLY, INC.	S100335902.001	06/06/2023	MANHOLE COVER HOOKIN-LINE HANDLE36"LENGTH#367-4290	401-751-548-0000	224.00
CENTRAL PIPE SUPPLY, INC.	S100335902.001	06/06/2023	MIGHTY PROBE ROD MPA48 48" Pn: 12040	401-751-548-0000	347.76
CENTRAL PIPE SUPPLY, INC.	S100335902.001	06/06/2023	PVC SDR-26 HEAVY WALL 90 ELL 8" B X B H208 Pn8265	401-751-563-0000	786.92
CENTRAL PIPE SUPPLY, INC.	S100335902.001	06/06/2023	HYMAX COUPLING4"#860-54-0108-16(4.25"-5.63")Pn9944	401-751-563-0000	1,053.56
Vendor 00039 - CENTRAL PIPE SUPPLY, INC. Total:					25,140.79
Vendor: 05654 - CHANCELLOR, INC.					
CHANCELLOR, INC.	030249542-01	06/06/2023	TOP BL14L0-C 14.6 120lb UV BK CT 100/bag	401-751-571-0000	57.00
CHANCELLOR, INC.	030249542-01	06/06/2023	FUS AGC2 250 Volt Fuse FUS Special	401-751-571-0000	20.70
CHANCELLOR, INC.	030249542-01	06/06/2023	FUS AGC2 250 Volt Fuse FUS Special	401-751-571-0000	20.70
CHANCELLOR, INC.	030249542-01	06/06/2023	FUS AGC 1/2 250 Volt Fuse FUS Special	401-751-571-0000	20.70
CHANCELLOR, INC.	030249542-01	06/06/2023	ZOR 460-552 MFD 110/125 Volt FUS Special	401-751-571-0000	224.80
CHANCELLOR, INC.	030249714-01	06/06/2023	MOC SM30NO MINI FLOAT MOC SPECIAL	401-751-571-0000	1,489.60
CHANCELLOR, INC.	030251483-01	06/06/2023	XTR LED36HIDR8SC2MED (41009) XTR SPECIAL	001-301-563-0000	924.40
Vendor 05654 - CHANCELLOR, INC. Total:					2,757.90
Vendor: 00326 - CHEMSEARCH					
CHEMSEARCH	8243264	06/06/2023	Ecoflow bioamp (chemical drip) Oct 2022-Sept 2023	401-751-543-0000	2,436.76
CHEMSEARCH	8247623	06/06/2023	12050771 GLOVES NITRILE DISP8 MILOANG, XL1000/CS	401-751-560-0000	466.32
CHEMSEARCH	8247623	06/06/2023	10018406 SCRUBS HAND SANITIZER WIPES 85/C909856/CS	401-751-560-0000	149.90
Vendor 00326 - CHEMSEARCH Total:					3,052.98
Vendor: 00051 - COAST CHLORINATOR & PUMP CO INC					
COAST CHLORINATOR & PUMP..75805		06/06/2023	Chlorine system maintenance Oct 2022 - Sept 2023	401-750-630-0000	3,500.60
Vendor 00051 - COAST CHLORINATOR & PUMP CO INC Total:					3,500.60
Vendor: 06156 - COAST ELEVATORS					
COAST ELEVATORS	23-3835	06/06/2023	Elevator Repair	001-196-630-0000	2,240.00
COAST ELEVATORS	23-3847	06/06/2023	ROUTINE MAINTENANCE JUNE 2023	001-196-630-0000	277.54
Vendor 06156 - COAST ELEVATORS Total:					2,517.54

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Vendor: VEN01005 - COAST EQUIPMENT SERVICES					
COAST EQUIPMENT SERVICES	3121	06/06/2023	Truck #11 cab replacement	001-352-630-0000	3,425.00
Vendor VEN01005 - COAST EQUIPMENT SERVICES Total:					3,425.00
Vendor: 01714 - COASTAL FIRE AND SAFETY, LLC					
COASTAL FIRE AND SAFETY, LLC	32920	06/06/2023	Card reader electric	001-200-630-0000	725.00
COASTAL FIRE AND SAFETY, LLC	32920	06/06/2023	Electric latch	001-200-630-0000	650.00
COASTAL FIRE AND SAFETY, LLC	32941	06/06/2023	City Hall Fire/ Burglary Monthly Monitoring	001-140-630-0000	74.00
COASTAL FIRE AND SAFETY, LLC	32941	06/06/2023	Community Center Fire/ Burglary Monthly Monitoring	001-194-630-0000	74.00
COASTAL FIRE AND SAFETY, LLC	32941	06/06/2023	Civic Center Fire/ Burglary Monthly Monitoring	001-195-630-0000	74.00
Vendor 01714 - COASTAL FIRE AND SAFETY, LLC Total:					1,597.00
Vendor: 03878 - CONSOLIDATED FLEET SERVICES					
CONSOLIDATED FLEET SERVIC...	2023DM0091	06/06/2023	Annual Ladder Testing	001-260-630-0000	1,814.35
Vendor 03878 - CONSOLIDATED FLEET SERVICES Total:					1,814.35
Vendor: 00618 - CONSOLIDATED PIPE & SUPPLY CO INC					
CONSOLIDATED PIPE & SUPPL...	3730657-000-000	06/06/2023	4" push on cleanout caps SDR35	401-751-571-0000	195.00
CONSOLIDATED PIPE & SUPPL...	3730657-000-000	06/06/2023	4" 22 degree bend solvent weld SDR35	401-751-571-0000	112.50
CONSOLIDATED PIPE & SUPPL...	3730657-000-000	06/06/2023	8" pvc push on cap SDR26	401-751-571-0000	432.00
CONSOLIDATED PIPE & SUPPL...	3730657-000-000	06/06/2023	4" SDR35 female adapter for cleanout plug	401-751-571-0000	200.00
CONSOLIDATED PIPE & SUPPL...	3730657-000-000	06/06/2023	6" screw on cap SDR35	401-751-571-0000	680.00
CONSOLIDATED PIPE & SUPPL...	3730657-000-000	06/06/2023	6" push on cleanout caps SDR35	401-751-571-0000	262.50
CONSOLIDATED PIPE & SUPPL...	3730657-000-000	06/06/2023	6" X 4" reducer solvent weld pvc SDR35	401-751-571-0000	280.00
CONSOLIDATED PIPE & SUPPL...	3730657-000-000	06/06/2023	4" screw on cap SDR35	401-751-571-0000	300.00
CONSOLIDATED PIPE & SUPPL...	3730658-000-000	06/06/2023	4" versa max clamp 32	401-751-571-0000	464.00
CONSOLIDATED PIPE & SUPPL...	3730658-000-000	06/06/2023	6" versa max clamp 32 (6.42-7.68 dia)	401-751-571-0000	538.00
CONSOLIDATED PIPE & SUPPL...	3730658-000-000	06/06/2023	8" versa max clamp 32 (8.54-9.84 dia)	401-751-571-0000	664.00
CONSOLIDATED PIPE & SUPPL...	3730659-000-000	06/06/2023	PVC primer	401-751-571-0000	96.00
CONSOLIDATED PIPE & SUPPL...	3730659-000-000	06/06/2023	PVC glue	401-751-571-0000	120.00
CONSOLIDATED PIPE & SUPPL...	3730659-000-000	06/06/2023	4" pl x 4" pl fernco coupling	401-751-571-0000	160.00
CONSOLIDATED PIPE & SUPPL...	3730659-000-000	06/06/2023	6" pl X 6" pl fernco coupling	401-751-571-0000	168.00
CONSOLIDATED PIPE & SUPPL...	3730659-000-000	06/06/2023	4ft stainless steel bands	401-751-571-0000	480.00
CONSOLIDATED PIPE & SUPPL...	3730659-000-000	06/06/2023	4" mechanical gripper plug	401-751-571-0000	180.00
CONSOLIDATED PIPE & SUPPL...	3730659-000-000	06/06/2023	8" CL X 6" CL fernco coupling	401-751-571-0000	253.00
CONSOLIDATED PIPE & SUPPL...	3730659-000-000	06/06/2023	4" solvent weld SDR35 pvc pipe	401-751-571-0000	258.72
CONSOLIDATED PIPE & SUPPL...	3730659-000-000	06/06/2023	PVC clear cleaner	401-751-571-0000	96.00
CONSOLIDATED PIPE & SUPPL...	3730659-000-000	06/06/2023	6" sdadle tap	401-751-571-0000	640.00
CONSOLIDATED PIPE & SUPPL...	3731058-000-000	06/06/2023	#30907 MUL H14242-N SWVLXIP DBL CK	401-750-571-0000	1,980.00
CONSOLIDATED PIPE & SUPPL...	3723552-001-000	06/06/2023	4" ductile iron pipe spooled on each end 1ft	401-751-923-0908	285.00
CONSOLIDATED PIPE & SUPPL...	3723552-001-000	06/06/2023	4" U/A flanges & gaskets	401-751-923-0908	348.00
CONSOLIDATED PIPE & SUPPL...	3723552-001-000	06/06/2023	4" ductile iron pipe spooled on one end 18ft	401-751-923-0908	2,130.00
CONSOLIDATED PIPE & SUPPL...	3723552-001-000	06/06/2023	4" ductile iron pipe spooled on each end 5ft	401-751-923-0908	535.00
CONSOLIDATED PIPE & SUPPL...	3723552-001-000	06/06/2023	4" ductile iron pipe spooled on each end 6ft	401-751-923-0908	1,036.00
CONSOLIDATED PIPE & SUPPL...	3726768-000-000	06/06/2023	DFW36M-1T LID AMR HEAVY DUTY	001-100-924-0900	1,600.00
CONSOLIDATED PIPE & SUPPL...	3726768-000-000	06/06/2023	DFW36C-12 BODY HEAVY DUTY	401-750-571-0000	2,400.00
CONSOLIDATED PIPE & SUPPL...	3739062-000-000	06/06/2023	ITEM#30846 MCDONALD 74753-22 MALE ADPT CTXSMIPT	001-352-631-0000	69.00

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CONSOLIDATED PIPE & SUPPL...	3739062-000-000	06/06/2023	Item#247206 3/4 BUY WHOL SS INSRT	001-352-631-0000	1.50
CONSOLIDATED PIPE & SUPPL...	3739062-000-000	06/06/2023	Item# 224421 1-1/2 PVC SCH80 FIPT ADPT	001-352-631-0000	8.00
CONSOLIDATED PIPE & SUPPL...	3739062-000-000	06/06/2023	ITM# 30762 1-1/2 MCDONALD 74754-22 ADPT CTSXFIP	001-352-631-0000	95.00
CONSOLIDATED PIPE & SUPPL...	3739062-000-000	06/06/2023	ITM#32929 3/4 MCDONALD 74753-22 BRZ COMPMIP ADPT	001-352-631-0000	22.00
CONSOLIDATED PIPE & SUPPL...	3739062-000-000	06/06/2023	Item# 266300 1-1/2 Buywhole CTS SS INSRT	001-352-631-0000	24.00
CONSOLIDATED PIPE & SUPPL...	3739062-000-000	06/06/2023	ITEM#35794 1-1 2X3/4 STD BRASS HEX BUSH SE LEAD FR	001-352-631-0000	9.00
CONSOLIDATED PIPE & SUPPL...	3739062-000-000	06/06/2023	ITEM# 231686 1-1/2 CHARTER DR9 PE3408 ATR TBG CTS	001-352-631-0000	460.00
CONSOLIDATED PIPE & SUPPL...	3739062-000-000	06/06/2023	ITM#32407 1-1/2 MCDONALD 74758-22 COMP CPLG	001-352-631-0000	309.00
Vendor 00618 - CONSOLIDATED PIPE & SUPPLY CO INC Total:					17,891.22
Vendor: 00025 - CONTROL SYSTEMS INC					
CONTROL SYSTEMS INC	62336	06/06/2023	Repair of 5 (five) DC-101-E control Boards	401-751-563-0000	422.11
Vendor 00025 - CONTROL SYSTEMS INC Total:					422.11
Vendor: 00219 - COVINGTON SALES & SERVICE INC					
COVINGTON SALES & SERVICE ...	96173	06/06/2023	Shop Supplies	001-352-630-0000	9.00
COVINGTON SALES & SERVICE ...	96173	06/06/2023	Camera Labor	001-352-630-0000	260.00
COVINGTON SALES & SERVICE ...	96173	06/06/2023	238003 Encoder Harness Receptacle 10 PIN	001-352-630-0000	133.00
COVINGTON SALES & SERVICE ...	96360	06/06/2023	CRAWLER STEERABLE ASSY	001-352-916-0000	9,881.00
COVINGTON SALES & SERVICE ...	96360	06/06/2023	PTZ 10/VT 3425-NTSC ZOOM CAMERA	001-352-916-0000	13,172.00
COVINGTON SALES & SERVICE ...	96360	06/06/2023	LIGHT HEAD	001-352-916-0000	4,778.00
COVINGTON SALES & SERVICE ...	96360	06/06/2023	LARGE WHEEL KIT	001-352-916-0000	3,379.00
COVINGTON SALES & SERVICE ...	96360	06/06/2023	STACK ADAPTER KIT	001-352-916-0000	367.00
COVINGTON SALES & SERVICE ...	96360	06/06/2023	STRAP ASSY	001-352-916-0000	201.00
COVINGTON SALES & SERVICE ...	96360	06/06/2023	POWERED ELEVATOR	001-352-916-0000	5,138.00
Vendor 00219 - COVINGTON SALES & SERVICE INC Total:					37,318.00
Vendor: 03451 - CRAIN TRACTOR & EQUIPMENT INC					
CRAIN TRACTOR & EQUIPMEN...	CT11141	06/06/2023	CAS EFPN3301A KIT 10B59	001-301-563-0000	153.34
Vendor 03451 - CRAIN TRACTOR & EQUIPMENT INC Total:					153.34
Vendor: 00259 - CSX TRANSPORTATION INC					
CSX TRANSPORTATION INC	8444260	06/06/2023	CSX007391 PIPELINE STORMWATER CROSSING ANNUAL	401-751-685-0000	696.09
Vendor 00259 - CSX TRANSPORTATION INC Total:					696.09
Vendor: 06029 - CYPRESS ENVIRONMENTAL SERVICES, LLC					
CYPRESS ENVIRONMENTAL SE...	2363	06/06/2023	FRONT BEACH EVENT SPACE THROUGH APRIL 2023	304-330-600-0000	38,650.00
Vendor 06029 - CYPRESS ENVIRONMENTAL SERVICES, LLC Total:					38,650.00
Vendor: 00130 - DE LUCA'S LANDSCAPING & IRRIGATION					
DE LUCA'S LANDSCAPING & IR...	24798	06/06/2023	Cabildo PI Sod replacement - 3717	001-352-630-0000	800.00
DE LUCA'S LANDSCAPING & IR...	24799	06/06/2023	SSeminole Court- 6004 SOD REPLACEMENT	001-352-630-0000	1,857.40
Vendor 00130 - DE LUCA'S LANDSCAPING & IRRIGATION Total:					2,657.40
Vendor: 02989 - DEERE & COMPANY					
DEERE & COMPANY	117465227	06/06/2023	2022 John Deere Gator state contract#8200061319	001-550-916-0000	7,908.44
Vendor 02989 - DEERE & COMPANY Total:					7,908.44

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Vendor: 02744 - DENNIS WALKER					
DENNIS WALKER	INV0019707	06/06/2023	MARY C EXHIBIT WORK MARCH - MAY	001-196-688-0000	272.00
Vendor 02744 - DENNIS WALKER Total:					272.00
Vendor: 04390 - DESIGN PRECAST & PIPE, INC.					
DESIGN PRECAST & PIPE, INC.	114663	06/06/2023	18" X 11" Reinforced concrete arch pipe	001-352-906-0000	4,737.60
DESIGN PRECAST & PIPE, INC.	114737	06/06/2023	V-1600-3 Ring and Cover marked "SEWER"	401-751-923-0908	441.00
Vendor 04390 - DESIGN PRECAST & PIPE, INC. Total:					5,178.60
Vendor: 00227 - DOGWOOD CERAMICS					
DOGWOOD CERAMICS	6659	06/06/2023	clay	001-550-540-0542	530.00
Vendor 00227 - DOGWOOD CERAMICS Total:					530.00
Vendor: 00125 - DPC ENTERPRISES L.P.					
DPC ENTERPRISES L.P.	212000785-23	06/06/2023	Chlorine cylinder delivery to wells may-Sept 2023	401-750-543-0000	751.22
DPC ENTERPRISES L.P.	212000786-23	06/06/2023	Chlorine cylinder delivery to wells may-Sept 2023	401-750-543-0000	500.81
DPC ENTERPRISES L.P.	212000787-23	06/06/2023	Chlorine cylinder delivery to wells may-Sept 2023	401-750-543-0000	500.81
DPC ENTERPRISES L.P.	212000842-23	06/06/2023	Chlorine cylinder delivery to wells may-Sept 2023	401-750-543-0000	751.22
DPC ENTERPRISES L.P.	212000843-23	06/06/2023	Chlorine cylinder delivery to wells may-Sept 2023	401-750-543-0000	500.81
Vendor 00125 - DPC ENTERPRISES L.P. Total:					3,004.87
Vendor: 00864 - DPS CRIME LAB					
DPS CRIME LAB	90131471	06/06/2023	ANALYTICAL FEES MAY 2023	001-200-699-0000	120.00
Vendor 00864 - DPS CRIME LAB Total:					120.00
Vendor: 02881 - DUNAWAY GLASS, INC					
DUNAWAY GLASS, INC	I012100	06/06/2023	GLASS REPLACEMENTS IMPACT INSULATED UNITS	001-140-643-0000	2,395.23
Vendor 02881 - DUNAWAY GLASS, INC Total:					2,395.23
Vendor: 02493 - E & M AUTO PARTS AND TOWING INC.					
E & M AUTO PARTS AND TOW...	13772	06/06/2023	Maintenance tow for police vehicles	001-200-630-0000	105.00
Vendor 02493 - E & M AUTO PARTS AND TOWING INC. Total:					105.00
Vendor: 04792 - E FIRE SOUTHERN, INC.					
E FIRE SOUTHERN, INC.	3477	06/06/2023	Misc parts FS part and materials	001-200-630-0000	100.00
E FIRE SOUTHERN, INC.	3477	06/06/2023	5 year inspection	001-200-630-0000	450.00
E FIRE SOUTHERN, INC.	3477	06/06/2023	155 degree heads replacement	001-200-630-0000	2,065.00
E FIRE SOUTHERN, INC.	3499	06/06/2023	FS Fire Sprinkler Inspection Wet System	001-200-630-0000	300.00
Vendor 04792 - E FIRE SOUTHERN, INC. Total:					2,915.00
Vendor: 05394 - EAGLE ENERGY INC.					
EAGLE ENERGY INC.	38756	06/06/2023	Annual fuel delivery service Oct 22- Sept 23	001-301-525-0000	4,626.37
EAGLE ENERGY INC.	38757	06/06/2023	Annual fuel delivery service Oct 22- Sept 23	001-301-525-0000	3,345.54
Vendor 05394 - EAGLE ENERGY INC. Total:					7,971.91
Vendor: 04472 - EJ USA INC.					
EJ USA INC.	110230023701	06/06/2023	00611030 6110-N 2"Beehive Grate12" Blk Asphaltic	001-352-906-0000	1,074.64
EJ USA INC.	110230023701	06/06/2023	00610642 6106-N 1-1/2" Tall Beehive Grate 8" Pipe	001-352-906-0000	775.30
EJ USA INC.	110230034829	06/06/2023	00611230 6112-N 2"Beehive Grate15" Blk Asphaltic	001-352-906-0000	1,293.28

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
EJ USA INC.	110230034829	06/06/2023	00611530 6115-N2-1/2"Beehive Grate18 Blk Asphaltic	001-352-906-0000	1,124.84
Vendor 04472 - EJ USA INC. Total:					4,268.06
Vendor: 04648 - EVIDENT CRIME SCENE PRODUCTS					
EVIDENT CRIME SCENE PROD...	221215A	06/06/2023	5062 Large paper evidence bags	001-200-560-0000	32.34
EVIDENT CRIME SCENE PROD...	221215A	06/06/2023	4096 Cap shure swabs 6" wood	001-200-560-0000	49.00
EVIDENT CRIME SCENE PROD...	221215A	06/06/2023	Shipping	001-200-560-0000	76.50
EVIDENT CRIME SCENE PROD...	221215A	06/06/2023	4051 Gen boxes w/evidence form	001-200-560-0000	82.32
EVIDENT CRIME SCENE PROD...	221215A	06/06/2023	4011-CS Crime scene tape	001-200-560-0000	97.00
EVIDENT CRIME SCENE PROD...	221215A	06/06/2023	5060 Small paper evidence bags	001-200-560-0000	25.48
Vendor 04648 - EVIDENT CRIME SCENE PRODUCTS Total:					362.64
Vendor: 03684 - EXPRESS SERVICES, INC.					
EXPRESS SERVICES, INC.	29018702	06/06/2023	TEMP EMPLOYEE HOURS W/E 5/14/23	001-352-499-0000	584.96
EXPRESS SERVICES, INC.	29018702	06/06/2023	TEMP EMPLOYEE HOURS W/E 5/14/23	001-353-499-0000	522.11
EXPRESS SERVICES, INC.	29062475	06/06/2023	TEMP EMPLOYEE HOURS W/E 5/21/23	001-352-499-0000	641.63
EXPRESS SERVICES, INC.	29104341	06/06/2023	TEMP EMPLOYEE HOURS W/E 5/28/23	001-352-499-0000	584.96
Vendor 03684 - EXPRESS SERVICES, INC. Total:					2,333.66
Vendor: 00419 - FAST EDDIE'S, INC					
FAST EDDIE'S, INC	124426	06/06/2023	Oil change and service for police vehicle fleet	001-200-525-0000	87.88
FAST EDDIE'S, INC	124423	06/06/2023	OIL CHANGE CC5 CHEVY TRUCK	401-710-630-0000	36.00
FAST EDDIE'S, INC	124420	06/06/2023	oil change for Parks Building Maintenance vehicles	001-550-525-0000	89.00
FAST EDDIE'S, INC	124445	06/06/2023	Oil change and service for police vehicle fleet	001-200-525-0000	50.88
FAST EDDIE'S, INC	124449	06/06/2023	Oil Change for Fire Unit F-1	001-260-525-0000	47.00
Vendor 00419 - FAST EDDIE'S, INC Total:					310.76
Vendor: 03427 - FASTENAL COMPANY					
FASTENAL COMPANY	MSPAS94097	06/06/2023	Safety vests SZ 4XL/5XL	001-301-560-0000	14.88
FASTENAL COMPANY	MSPAS94413	06/06/2023	10845-03818 Safety Vests	001-300-560-0000	338.00
FASTENAL COMPANY	MSPAS94507	06/06/2023	High Visibility Safety Vests 10845-03820City of OS	001-301-560-0000	161.30
FASTENAL COMPANY	MSPAS94507	06/06/2023	1050074 Model 42 H3 Eyewear	001-301-560-0000	18.12
FASTENAL COMPANY	MSPAS94507	06/06/2023	1050072 SG Model 31 H3 Eyewe	001-301-560-0000	17.40
FASTENAL COMPANY	MSPAS94507	06/06/2023	0215010 AAA Procell Alk Btry	001-301-560-0000	13.80
FASTENAL COMPANY	MSPAS94507	06/06/2023	0215008 AA Procell Alk Btry	001-301-560-0000	13.80
FASTENAL COMPANY	MSPAS94544	06/06/2023	High Visibility Safety Vests 10845-03819City of OS	001-301-560-0000	161.30
Vendor 03427 - FASTENAL COMPANY Total:					738.60
Vendor: 03979 - FEED SACK & GARDEN SUPPLY					
FEED SACK & GARDEN SUPPLY	0142939	06/06/2023	Bermuda Grass 50lb	001-352-560-0000	2,320.00
Vendor 03979 - FEED SACK & GARDEN SUPPLY Total:					2,320.00
Vendor: 003120 - FLOCK GROUP, INC					
FLOCK GROUP, INC	INV-12347	06/06/2023	Camera replacement Hanley 90	001-200-699-0000	500.00
FLOCK GROUP, INC	INV-12347	06/06/2023	Pole replacement Hanley 90	001-200-699-0000	500.00
Vendor 003120 - FLOCK GROUP, INC Total:					1,000.00
Vendor: 00428 - FRASIER'S NURSERY, INC					
FRASIER'S NURSERY, INC	0083767	06/06/2023	City Wide Plant & Mulch material	001-353-546-0000	75.00

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
FRASIER'S NURSERY, INC	0083773	06/06/2023	City Wide Plant & Mulch material	001-353-546-0000	91.20
FRASIER'S NURSERY, INC	0083774	06/06/2023	City Wide Plant & Mulch material	001-353-546-0000	100.00
Vendor 00428 - FRASIER'S NURSERY, INC Total:					266.20
Vendor: 06224 - FRED G CODY JR					
FRED G CODY JR	INV0019646	06/06/2023	SPECIAL EVENT COORDINATOR JUNE 2023	010-140-600-0600	416.67
Vendor 06224 - FRED G CODY JR Total:					416.67
Vendor: 01701 - FUTURE DESIGN GROUP					
FUTURE DESIGN GROUP	2014	06/06/2023	MONTHLY WEBSITE SECURITY MAINTENANCE JUNE 2023	007-650-600-0000	250.00
Vendor 01701 - FUTURE DESIGN GROUP Total:					250.00
Vendor: 02948 - G & W DIESEL SERVICES, INC					
G & W DIESEL SERVICES, INC	161261	06/06/2023	Haix Eagle Air Structural Boot	001-260-551-0000	824.51
Vendor 02948 - G & W DIESEL SERVICES, INC Total:					824.51
Vendor: 06217 - GREAT PLAINS ADA CENTER					
GREAT PLAINS ADA CENTER	300006369	06/06/2023	ADA COORDINATOR TRAINING - M. MCDOWELL	001-180-605-0608	25.00
Vendor 06217 - GREAT PLAINS ADA CENTER Total:					25.00
Vendor: 00313 - GULF COAST BUSINESS SUPPLY CO INC					
GULF COAST BUSINESS SUPPLY..253334		06/06/2023	Paper Towels/Case	001-260-510-0000	149.19
GULF COAST BUSINESS SUPPLY..253334		06/06/2023	Lysol Foaming Cleaner/Case	001-260-510-0000	70.28
GULF COAST BUSINESS SUPPLY..253334		06/06/2023	Trash Bags/Case	001-260-510-0000	51.20
GULF COAST BUSINESS SUPPLY..253334		06/06/2023	Dawn Dish Soap 38 oz	001-260-510-0000	27.56
GULF COAST BUSINESS SUPPLY..253334		06/06/2023	Glass Cleaner	001-260-510-0000	15.72
GULF COAST BUSINESS SUPPLY..253334.1		06/06/2023	Antibacterial Hand Soap/Case	001-260-510-0000	52.52
GULF COAST BUSINESS SUPPLY..253334.2		06/06/2023	Laundry Detergent/Gallon	001-260-510-0000	53.16
Vendor 00313 - GULF COAST BUSINESS SUPPLY CO INC Total:					419.63
Vendor: 05666 - GULF COAST SILK SCREENING					
GULF COAST SILK SCREENING	1203389	06/06/2023	Augusta Youth Visor - Silver Grey with logo	001-550-540-0540	1,425.00
Vendor 05666 - GULF COAST SILK SCREENING Total:					1,425.00
Vendor: 04230 - GULF STATES DISTRIBUTORS, INC.					
GULF STATES DISTRIBUTORS, ...	1444657-IN	06/06/2023	FOFF9B2 9mm Gen 2 Blue	001-200-550-0000	1,260.00
Vendor 04230 - GULF STATES DISTRIBUTORS, INC. Total:					1,260.00
Vendor: 031591 - HAYDEN SHOWS					
HAYDEN SHOWS	INV0019648	06/06/2023	AUDIO ENGINEERING 5/26/23	010-140-703-0009	425.00
Vendor 031591 - HAYDEN SHOWS Total:					425.00
Vendor: 01960 - HERON BAYOU ASSOCIATION					
HERON BAYOU ASSOCIATION	INV0019649	06/06/2023	ENTRANCE LANDSCAPING ASSISTANCE	001-100-924-0905	500.00
Vendor 01960 - HERON BAYOU ASSOCIATION Total:					500.00
Vendor: 03367 - HUGHES SUPPLY					
HUGHES SUPPLY	S167529726.001	06/06/2023	4537653 20X23X1 POLY FILTER FOR RYAN YOUTH CENTER	001-552-630-0000	90.96
Vendor 03367 - HUGHES SUPPLY Total:					90.96
Vendor: 03983 - IMAGES GALORE SIGNS LLC					
IMAGES GALORE SIGNS LLC	23-0272	06/06/2023	4x8 Single Sided Sign for Clay Boyd	001-550-560-0000	695.00
Vendor 03983 - IMAGES GALORE SIGNS LLC Total:					695.00
Vendor: 04863 - JACKSON COUNTY CHANCERY CLERK					
JACKSON COUNTY CHANCERY...	1015	06/06/2023	EASEMENT 1/13/2023	001-190-615-0000	52.00
JACKSON COUNTY CHANCERY...	6761	06/06/2023	CEMETERY DEED FILING 3/23/23	040-140-616-0000	78.00
Vendor 04863 - JACKSON COUNTY CHANCERY CLERK Total:					130.00

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Vendor: 04226 - JACKSON COUNTY UTILITY AUTHORITY					
JACKSON COUNTY UTILITY AU...	2165	06/06/2023	WHOLESALE WW ESTIMATED FLOWS-CURRENT FY JUN...	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 ...	INV0019660	06/06/2023	MONTHLY ALLOCATION JUNE 2023	101-510-640-0000	12,550.00
Vendor 00123 - JACKSON-GEORGE REGIONAL LIBRARY Total:					12,550.00
Vendor: 01440 - JAZZY JOHNZ					
JAZZY JOHNZ	INV-04201	06/06/2023	Waste Removal/Pump Service	401-320-688-0000	300.00
JAZZY JOHNZ	INV-04201	06/06/2023	Portable Toilet Servicing	401-320-688-0000	50.00
JAZZY JOHNZ	INV-04201	06/06/2023	Waste Removal/Pump Service	401-320-688-0000	80.00
JAZZY JOHNZ	INV-04201	06/06/2023	Holding Tank	401-320-688-0000	150.00
JAZZY JOHNZ	INV-04201	06/06/2023	RESTROOM ATTENDANT	401-320-688-0000	175.00
JAZZY JOHNZ	INV-04201	06/06/2023	7 station luxury Trailer	401-320-688-0000	1,312.00
Vendor 01440 - JAZZY JOHNZ Total:					2,067.00
Vendor: 003164 - JENY BLACK PRICE					
JENY BLACK PRICE	2023-0029	06/06/2023	IAED Basic Communications Course Havard / Bernard	001-200-605-0607	790.00
Vendor 003164 - JENY BLACK PRICE Total:					790.00
Vendor: 03492 - JOHNSON DIESEL INC					
JOHNSON DIESEL INC	73997	06/06/2023	Repair #124 Trash Trk Compressor	001-301-630-0000	326.27
Vendor 03492 - JOHNSON DIESEL INC Total:					326.27
Vendor: 05513 - K & K SYSTEMS, INC.					
K & K SYSTEMS, INC.	22607	06/06/2023	FL-1 12 VDC Flasher2x1.5x1 potted 2 12 VDC outputs	001-301-566-0000	171.90
Vendor 05513 - K & K SYSTEMS, INC. Total:					171.90
Vendor: 06172 - KEVIN A WESTBROOK					
KEVIN A WESTBROOK	INV0019664	06/06/2023	SD CARDS FOR THEATER	001-196-560-0000	41.98
KEVIN A WESTBROOK	INV0019663	06/06/2023	MARY C LOBBY AND THEATER ASSISTANCE MAY 2023	001-196-688-0000	320.00
Vendor 06172 - KEVIN A WESTBROOK Total:					361.98
Vendor: 06183 - LANE CONSTRUCTION COMPANY OF MS, INC					
LANE CONSTRUCTION COMP...	PAY APP 2	06/06/2023	PORTER AVENUE PUBLIC ACCESS IMPROVEMENTS	303-330-911-0000	64,547.08
Vendor 06183 - LANE CONSTRUCTION COMPANY OF MS, INC Total:					64,547.08
Vendor: 00835 - LEE TRACTOR CO OF MISS					
LEE TRACTOR CO OF MISS	58582	06/06/2023	CASE 580 BACKHOE 4X4	001-301-916-0000	56,784.50
LEE TRACTOR CO OF MISS	58582	06/06/2023	CASE 580 BACKHOE 4X4	401-751-916-0000	56,784.50
Vendor 00835 - LEE TRACTOR CO OF MISS Total:					113,569.00
Vendor: 02431 - MARCUS S. BURNHAM, JR.					
MARCUS S. BURNHAM, JR.	4644	06/06/2023	321530 Back Cush-Combo w/logo	001-301-563-0000	225.00
MARCUS S. BURNHAM, JR.	4644	06/06/2023	321529 Seat Cushion -Combo	001-301-563-0000	280.00
Vendor 02431 - MARCUS S. BURNHAM, JR. Total:					505.00
Vendor: 003128 - MASSETT SUPPLY COMPANY INC.					
MASSETT SUPPLY COMPANY I...	786876	06/06/2023	COUPLING, PTEX THRDSEAL	001-260-563-0000	8.14
MASSETT SUPPLY COMPANY I...	786990	06/06/2023	2625701 FUEL PUMP #34 SKID VAC	001-301-563-0000	69.85
MASSETT SUPPLY COMPANY I...	786990.1	06/06/2023	CSS522SB SENSOR CAMSHAFT #83	401-750-563-0000	28.91
MASSETT SUPPLY COMPANY I...	786990.1	06/06/2023	15716 OXYGEN SENSOR # 83	401-750-563-0000	46.97
MASSETT SUPPLY COMPANY I...	786990.1	06/06/2023	15717 OXYGEN SENSOR # 83	401-750-563-0000	52.19
MASSETT SUPPLY COMPANY I...	786991	06/09/2023	14823 OIL COOL #84 BUSHHOG	001-301-563-0000	49.98
MASSETT SUPPLY COMPANY I...	787078	06/06/2023	H-1937 HYD Hose	401-751-563-0000	12.84
MASSETT SUPPLY COMPANY I...	787078	06/06/2023	70327 12MXTXREEL	401-751-563-0000	100.10

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MASSETT SUPPLY COMPANY I...	787078	06/06/2023	G25230-1212 hYD HOSE FITTINGS	401-751-563-0000	90.88
MASSETT SUPPLY COMPANY I...	787257	06/06/2023	244-9306 REMAN STARTER #83	401-750-563-0000	97.82
MASSETT SUPPLY COMPANY I...	787270	06/09/2023	126 GAL DEX III #14 DUMP TRL	001-301-563-0000	43.10
MASSETT SUPPLY COMPANY I...	787548	06/06/2023	TH210 SINGLEHEXDIES716X20N #108 BUSHHOG	001-301-563-0000	3.70
MASSETT SUPPLY COMPANY I...	787548	06/06/2023	4252-032B SAE NUTS	001-301-563-0000	0.31
MASSETT SUPPLY COMPANY I...	787780	06/06/2023	126 GAL DEX III #14 TRL	001-301-563-0000	21.55
MASSETT SUPPLY COMPANY I...	787784	06/06/2023	1DEX coolant	001-200-563-0000	11.49
MASSETT SUPPLY COMPANY I...	787784	06/06/2023	43557 Water pump	001-200-563-0000	111.59
MASSETT SUPPLY COMPANY I...	787784	06/06/2023	NR13157A Radiator	001-200-563-0000	212.27
MASSETT SUPPLY COMPANY I...	788052	06/06/2023	8240 1 YR WTY BAT FALCON ASPHALT TRL	001-301-563-0000	220.34
MASSETT SUPPLY COMPANY I...	788658	06/06/2023	OIL FILTER & GLOVES	001-550-563-0000	23.46
MASSETT SUPPLY COMPANY I...	788668	06/06/2023	g55400-0303 2 cti-3cti, brk line	001-550-563-0000	14.93
MASSETT SUPPLY COMPANY I...	788707	06/06/2023	821-2550 JACK #15 DUMP TRL	001-301-563-0000	117.99
MASSETT SUPPLY COMPANY I...	788726	06/06/2023	855-2540-1 AC Fan Assembly	001-300-563-0000	148.62
MASSETT SUPPLY COMPANY I...	788813	06/06/2023	UP-7973B-M NAPA ULTRA PREMIUM REAR	001-352-563-0000	66.99
MASSETT SUPPLY COMPANY I...	788826	06/06/2023	35101 BRKFLUID DOT 3-GAL #116	001-352-563-0000	25.58
MASSETT SUPPLY COMPANY I...	788826	06/06/2023	2654XB BRACKETED CALIPER #116	001-352-563-0000	73.52
MASSETT SUPPLY COMPANY I...	788879	06/06/2023	4L105OW FHP MEDIUM HORSE POWER	401-751-563-0000	45.23
MASSETT SUPPLY COMPANY I...	788897	06/06/2023	WD40, BUG REMOVER, SPRAY BOTTLE, HOSE FITTINGS	001-350-563-0000	174.31
MASSETT SUPPLY COMPANY I...	789117	06/06/2023	blk dmd fr 1 sp fmla	001-260-563-0000	35.59
MASSETT SUPPLY COMPANY I...	789378	06/06/2023	6022857 Mounts	001-200-563-0000	193.30
MASSETT SUPPLY COMPANY I...	789459	06/06/2023	hyd/oil, cir test, atc-15 fuse	001-550-563-0000	91.04
MASSETT SUPPLY COMPANY I...	789628	06/06/2023	9848 Battery for unit 1703	001-200-563-0000	204.03
MASSETT SUPPLY COMPANY I...	789630	06/06/2023	2608146 Control arm	001-200-563-0000	218.72
MASSETT SUPPLY COMPANY I...	789630	06/06/2023	NR13129B Radiator	001-200-563-0000	192.54
MASSETT SUPPLY COMPANY I...	789630	06/06/2023	2607225 Control arm and ball	001-200-563-0000	106.08
MASSETT SUPPLY COMPANY I...	789630	06/06/2023	2607226 Control arm and ball mounts	001-200-563-0000	106.08
MASSETT SUPPLY COMPANY I...	789630	06/06/2023	6022857 Motor mount	001-200-563-0000	96.65
MASSETT SUPPLY COMPANY I...	789630	06/06/2023	409560 Core	001-200-563-0000	39.10
MASSETT SUPPLY COMPANY I...	789630	06/06/2023	1693896 Tie rod end	001-200-563-0000	32.54
MASSETT SUPPLY COMPANY I...	789630	06/06/2023	Ext coolant	001-200-563-0000	10.49
MASSETT SUPPLY COMPANY I...	790153	06/06/2023	819-5522 SUPPORT	001-260-563-0000	90.02
MASSETT SUPPLY COMPANY I...	790188	06/06/2023	multi grip rivets kit	001-260-563-0000	14.49
Vendor 003128 - MASSETT SUPPLY COMPANY INC. Total:					3,303.33
Vendor: 03718 - MEDICAL ANALYSIS LLC					
MEDICAL ANALYSIS LLC	16051	06/06/2023	DRUG AND ALCOHOL TESTING APRIL 2023	001-180-604-0000	243.00
MEDICAL ANALYSIS LLC	16051	06/06/2023	DRUG AND ALCOHOL TESTING APRIL 2023	401-300-604-0000	101.00
Vendor 03718 - MEDICAL ANALYSIS LLC Total:					344.00
Vendor: 02610 - MID SOUTH UNIFORM & SUPPLY, INC.					
MID SOUTH UNIFORM & SUPP...	639388	06/06/2023	PTA-RAIL-SET PTA OPS CORE ARC RAIL SET	001-200-560-0000	150.00
MID SOUTH UNIFORM & SUPP...	639572	06/06/2023	8372-04 SS Armorskin Large Carroll	001-200-535-0531	174.99
MID SOUTH UNIFORM & SUPP...	639572	06/06/2023	SEWP Sew on patches	001-200-535-0531	48.00
MID SOUTH UNIFORM & SUPP...	639572	06/06/2023	Shipping	001-200-535-0531	40.00
MID SOUTH UNIFORM & SUPP...	639572	06/06/2023	8372-04 SS Armorskin Medium Meadows	001-200-535-0531	174.99
MID SOUTH UNIFORM & SUPP...	639572	06/06/2023	8372-04 SS Armorskin Large Nguyen	001-200-535-0531	174.99

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
MID SOUTH UNIFORM & SUPP...	639572	06/06/2023	8372-04 SS Armorskin XSmall Walker	001-200-535-0531	174.99
MID SOUTH UNIFORM & SUPP...	639573	06/06/2023	8372-04 SS Armorskin McGill	001-200-535-0531	174.99
MID SOUTH UNIFORM & SUPP...	639573	06/06/2023	8372-04 SS Armorskin Doughty	001-200-535-0531	174.99
MID SOUTH UNIFORM & SUPP...	639573	06/06/2023	8372-04 SS Armorskin Wilder	001-200-535-0531	174.99
MID SOUTH UNIFORM & SUPP...	639573	06/06/2023	Sew on patches	001-200-535-0531	48.00
MID SOUTH UNIFORM & SUPP...	639573	06/06/2023	Shipping	001-200-535-0531	20.00
MID SOUTH UNIFORM & SUPP...	639573	06/06/2023	8372-04 SS Armorskin Wise	001-200-535-0531	174.99
Vendor 02610 - MID SOUTH UNIFORM & SUPPLY, INC. Total:					1,705.92
Vendor: 00333 - MISSISSIPPI STATE FIRE ACADEMY					
MISSISSIPPI STATE FIRE ACAD...	30554	06/06/2023	Fire Department Safety Officer Course Fee	001-260-605-0607	175.00
Vendor 00333 - MISSISSIPPI STATE FIRE ACADEMY Total:					175.00
Vendor: 06059 - MS DEPARTMENT OF REVENUE					
MS DEPARTMENT OF REVENUE	INV0019665	06/06/2023	TAG RENEWAL FOR UNIT 1601	001-200-699-0000	14.75
Vendor 06059 - MS DEPARTMENT OF REVENUE Total:					14.75
Vendor: 031671 - NATALIE SANTIAGO					
NATALIE SANTIAGO	INV0019667	06/06/2023	URBAN RENEWAL PROJECT (20.5 HRS @ \$15/HR)	001-120-600-0001	307.50
Vendor 031671 - NATALIE SANTIAGO Total:					307.50
Vendor: 02219 - NATIONAL TIRE & BATTERY					
NATIONAL TIRE & BATTERY	9079096753-g1	06/06/2023	Tires and alignment for police vehicles	001-200-570-0000	18.99
NATIONAL TIRE & BATTERY	9079352116-g1	06/06/2023	Tires and alignment for police vehicles	001-200-570-0000	812.09
NATIONAL TIRE & BATTERY	9079518335-G1	06/06/2023	Tires and alignment for police vehicles	001-200-570-0000	380.11
Vendor 02219 - NATIONAL TIRE & BATTERY Total:					1,211.19
Vendor: 04667 - NEEL-SCHAFER					
NEEL-SCHAFER	1087198	06/06/2023	11 MONTHS STORMWATER CONTRACT	001-191-626-0000	1,375.00
Vendor 04667 - NEEL-SCHAFER Total:					1,375.00
Vendor: 031331 - NEWELL PAPER COMPANY					
NEWELL PAPER COMPANY	4151058	06/06/2023	US7811201 DEODORANT, GLADE, CLN LINEN CT	001-300-510-0000	57.72
NEWELL PAPER COMPANY	4151885	06/06/2023	7280120 57445 DAWN DISH DETERGENT P&G 4GL/CS	001-300-510-0000	82.50
NEWELL PAPER COMPANY	4151885	06/06/2023	72845112DAWN DISHWASHING LIQUID 38oz	001-300-510-0000	54.87
NEWELL PAPER COMPANY	4152355	06/06/2023	ORINLSCNT 8/CS 6910613 SOFPULL ROLL TOWEL WHITE 7.8X15 6/CS	001-300-510-0000	306.45
NEWELL PAPER COMPANY	4152355	06/06/2023	90842819 42819 ANTIMICROBIAL FOAM SOAP 2/1200ML/CS	001-300-510-0000	316.02
Vendor 031331 - NEWELL PAPER COMPANY Total:					817.56
Vendor: 06095 - OCCUPATIONAL HEALTH CENTER INC					
OCCUPATIONAL HEALTH CEN...	319615	06/06/2023	DOT PHYSICALS APRIL 2023	001-180-604-0000	150.00
OCCUPATIONAL HEALTH CEN...	319615	06/06/2023	DOT PHYSICALS APRIL 2023	401-300-604-0000	75.00
Vendor 06095 - OCCUPATIONAL HEALTH CENTER INC Total:					225.00
Vendor: 00176 - OCEAN SPRINGS LUMBER CO					
OCEAN SPRINGS LUMBER CO	2305-173640	06/06/2023	HASP LOCK N206-953	001-196-560-0000	11.99
OCEAN SPRINGS LUMBER CO	2304-173993	06/06/2023	4402RN-BOX HD OR...	001-196-560-0000	6.99
OCEAN SPRINGS LUMBER CO	2305-175088	06/06/2023	MISC FASTNERS, KRYLON BLACK	001-196-560-0000	11.05
OCEAN SPRINGS LUMBER CO	2305-175689	06/06/2023	10 AIR FILTER	001-260-563-0000	39.90
OCEAN SPRINGS LUMBER CO	2305-176080	06/06/2023	33402 PLASTIC TEST PLUG 3IN	001-260-563-0000	6.99
OCEAN SPRINGS LUMBER CO	2305-177877	06/06/2023	GALLON GREEN PAINT FOR POSTS	001-196-560-0000	72.99

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
OCEAN SPRINGS LUMBER CO	2305-178251	06/06/2023	ZIP TIES, ADHESIVE, FINGER JOINTS, SILICONE	001-196-560-0000	65.91
OCEAN SPRINGS LUMBER CO	2305-178498	06/06/2023	SCRAPER SDWLK LH ALL STL	001-301-560-0000	47.99
OCEAN SPRINGS LUMBER CO	2305-180745	06/06/2023	5- EXTREME MOUNTING TAPE	001-301-560-0000	49.95
OCEAN SPRINGS LUMBER CO	2305-181063	06/06/2023	HOSE CLAMPS, MARINE FASTCURE WHITE	001-260-563-0000	34.95
OCEAN SPRINGS LUMBER CO	2305-181343	06/06/2023	HOMEBUG KLR 16OZ	001-196-560-0000	6.49
OCEAN SPRINGS LUMBER CO	2305-181363	06/06/2023	GORILLA GLUE EPOXY	001-196-560-0000	7.99
OCEAN SPRINGS LUMBER CO	2305-183435	06/06/2023	6-PLYWOOD, 8- 2X6-8" #2, DRIVE DECK SCREWS	001-301-560-0000	377.70
OCEAN SPRINGS LUMBER CO	2305-183441	06/06/2023	DIGITAL THERMOSTAT	001-301-560-0000	24.99
OCEAN SPRINGS LUMBER CO	2305-183727	06/06/2023	4- 24-8 #2, GROMMET TOOL, ASST BUNGEE CORDS	001-301-560-0000	48.94
Vendor 00176 - OCEAN SPRINGS LUMBER CO Total:					814.82
Vendor: 06058 - OVERWATCH SUPPLY, LLC					
OVERWATCH SUPPLY, LLC	1340	06/06/2023	5.11 Taclite Pro Pants	001-260-535-0531	116.00
Vendor 06058 - OVERWATCH SUPPLY, LLC Total:					116.00
Vendor: 02909 - PATRICIA PINSON					
PATRICIA PINSON	INV0019674	06/06/2023	EXHIBIT RESEARCH AND INSTALLATION MAY 2023	001-196-688-0000	399.50
Vendor 02909 - PATRICIA PINSON Total:					399.50
Vendor: 00549 - PDQ PRINTING, INC.					
PDQ PRINTING, INC.	68512	06/06/2023	Envelopes, #10 Reg, blue lettering, new logo	001-191-500-0000	414.00
Vendor 00549 - PDQ PRINTING, INC. Total:					414.00
Vendor: 05799 - PET WASTE ELIMINATOR					
PET WASTE ELIMINATOR	43225511	06/06/2023	E41 Pet Waste Eliminator 80/Header	001-353-546-0000	639.99
Vendor 05799 - PET WASTE ELIMINATOR Total:					639.99
Vendor: 00183 - PORT CITY PIPE INC					
PORT CITY PIPE INC	25015	06/06/2023	MHR-1-<26-SE-1.524 1/2"DIA X1 1/2" RISE X1 1/4" LID	001-301-902-0000	2,190.24
PORT CITY PIPE INC	25015	06/06/2023	MHR-1-<26SE-1.5 23 1/4" DIA X1 1/2" RISE X1 1/4" LID	001-301-902-0000	2,683.05
Vendor 00183 - PORT CITY PIPE INC Total:					4,873.29
Vendor: 031861 - PREMIER LANDSCAPING LLC					
PREMIER LANDSCAPING LLC	0004	06/06/2023	HW 90 MEDIANS AND PUBLIC SAFETY COMPLEX APRIL 2023	001-301-600-0601	2,070.00
PREMIER LANDSCAPING LLC	0007	06/06/2023	HWY MEDIANS AND SAFETY COMPLEX 4/27 - 5/16	001-301-600-0601	4,140.00
Vendor 031861 - PREMIER LANDSCAPING LLC Total:					6,210.00
Vendor: 01826 - PRESLEY INCORPORATED					
PRESLEY INCORPORATED	5290	06/06/2023	Core drill Manhole /rubber boot 3101 Les Abres	401-751-923-0908	450.00
Vendor 01826 - PRESLEY INCORPORATED Total:					450.00
Vendor: 031871 - RAMONA CHAMBERS					
RAMONA CHAMBERS	INV0019681	06/06/2023	URBAN RENEWAL PROJECT 5/13 - 5/27	001-120-600-0001	307.50
Vendor 031871 - RAMONA CHAMBERS Total:					307.50
Vendor: 01565 - S & S WORLDWIDE INC					
S & S WORLDWIDE INC	IN101131787	06/06/2023	Glow Beads	001-550-540-0540	9.16
S & S WORLDWIDE INC	IN101131787	06/06/2023	Glitter Star Beads	001-550-540-0540	20.95
S & S WORLDWIDE INC	IN101131787	06/06/2023	Elastic Cord	001-550-540-0540	42.60
S & S WORLDWIDE INC	IN101128821	06/06/2023	WOOD SCRATCH / MODELING TOOL PK 25	001-550-540-0540	17.58
S & S WORLDWIDE INC	IN101128821	06/06/2023	MANDALORIAN OPERATION	001-550-540-0540	27.29
Vendor 01565 - S & S WORLDWIDE INC Total:					117.58

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Vendor: 00577 - SAM'S CLUB DIRECT					
SAM'S CLUB DIRECT	001896	06/06/2023	FOOD FOR BOILIN ON DA BEACH	010-140-703-0010	21.48
SAM'S CLUB DIRECT	011882	06/06/2023	FOOD FOR BOILIN ON DA BEACH	010-140-703-0010	745.20
SAM'S CLUB DIRECT	003845	06/06/2023	Snacks for Summer Camp	001-550-540-0540	1,270.61
Vendor 00577 - SAM'S CLUB DIRECT Total:					2,037.29
Vendor: 06010 - SERVICE EXPERTS PLUMBING & DRAIN SERVICE					
SERVICE EXPERTS PLUMBING ...	5619-1	06/06/2023	FLUSH VALVE FOR LADIES RESTROOM	001-200-630-0000	187.65
SERVICE EXPERTS PLUMBING ...	5619-2	06/06/2023	RETURN TRIP TO REPAIR LADIES RESTROOM TOILET	001-200-630-0000	350.00
Vendor 06010 - SERVICE EXPERTS PLUMBING & DRAIN SERVICE Total:					537.65
Vendor: 05215 - SHEPPARD ELECTRIC MOTOR SERVICE, LLC					
SHEPPARD ELECTRIC MOTOR ...	RI-2577	06/06/2023	Power and control cable replacement ##M2831	401-751-630-0000	1,076.43
SHEPPARD ELECTRIC MOTOR ...	RN-2578	06/06/2023	5HP Reliance pump rebuild	401-751-630-0000	4,277.56
SHEPPARD ELECTRIC MOTOR ...	RN-2770	06/06/2023	Materials to repair Asset # 4215	401-751-630-0000	1,322.86
SHEPPARD ELECTRIC MOTOR ...	RN-2770	06/06/2023	Labor for Repair & Diagnostic Asset # 4215	401-751-630-0000	2,550.00
SHEPPARD ELECTRIC MOTOR ...	RN-2785	06/06/2023	Materials to repair Asset #5116	401-751-630-0000	928.58
SHEPPARD ELECTRIC MOTOR ...	RN-2785	06/06/2023	Regular Time Labor Repair Asset #5116	401-751-630-0000	850.00
Vendor 05215 - SHEPPARD ELECTRIC MOTOR SERVICE, LLC Total:					11,005.43
Vendor: 00297 - SINGING RIVER ELECTRIC COOPERATIVE					
SINGING RIVER ELECTRIC COO...	INV0019684	06/06/2023	Deena Rd Firestation	001-260-625-0000	160.61
SINGING RIVER ELECTRIC COO...	INV0019684	06/06/2023	4003 Hanshaw Rd	001-301-625-0000	30.73
SINGING RIVER ELECTRIC COO...	INV0019684	06/06/2023	3001 Trentwood Dr HOA Ent Light	001-301-625-0000	44.17
SINGING RIVER ELECTRIC COO...	INV0019684	06/06/2023	Ent Light Bienville Place	001-301-625-0000	44.99
SINGING RIVER ELECTRIC COO...	INV0019684	06/06/2023	Stillwater Bluff / Hanshaw Rd	001-301-625-0000	45.10
SINGING RIVER ELECTRIC COO...	INV0019684	06/06/2023	Hwy 90 & Hanshaw Rd	001-301-625-0000	47.49
SINGING RIVER ELECTRIC COO...	INV0019684	06/06/2023	Hwy 90 & OS Hospital Street Lights	001-301-625-0000	155.71
SINGING RIVER ELECTRIC COO...	INV0019684	06/06/2023	Street Light System 62029001	001-301-625-0000	10,705.92
SINGING RIVER ELECTRIC COO...	INV0019684	06/06/2023	1501 Deanna Rd Jackson Cty Port Auth Pump	401-750-625-0000	1,289.86
SINGING RIVER ELECTRIC COO...	INV0019684	06/06/2023	Oak St & Hwy 90	401-751-625-0000	80.17
SINGING RIVER ELECTRIC COO...	INV0019684	06/06/2023	LS 71 Gibson Rd N of Hwy 90	401-751-625-0000	40.01
SINGING RIVER ELECTRIC COO...	INV0019684	06/06/2023	LS 68 Riley Rd	401-751-625-0000	205.35
SINGING RIVER ELECTRIC COO...	INV0019684	06/06/2023	LS 58 Bienville Place #2	401-751-625-0000	150.04
SINGING RIVER ELECTRIC COO...	INV0019684	06/06/2023	LS 69 CCC Rd and OS Rd	401-751-625-0000	139.01
SINGING RIVER ELECTRIC COO...	INV0019684	06/06/2023	LS 85 Monticello Woods	401-751-625-0000	79.54
SINGING RIVER ELECTRIC COO...	INV0019684	06/06/2023	LS 87 Ocean Springs Rd	401-751-625-0000	70.58
SINGING RIVER ELECTRIC COO...	INV0019684	06/06/2023	LS 51 Culeoka	401-751-625-0000	66.31
SINGING RIVER ELECTRIC COO...	INV0019684	06/06/2023	LS 40 Toscana	401-751-625-0000	64.06
SINGING RIVER ELECTRIC COO...	INV0019684	06/06/2023	LS 31 / PARKTOWN DR	401-751-625-0000	321.37
SINGING RIVER ELECTRIC COO...	INV0019684	06/06/2023	LS 72 Culeoka Phase 5	401-751-625-0000	63.28
SINGING RIVER ELECTRIC COO...	INV0019684	06/06/2023	LS 78 W Hanshaw / S RR Track	401-751-625-0000	56.72
SINGING RIVER ELECTRIC COO...	INV0019684	06/06/2023	LS 42 Linewood Cv	401-751-625-0000	56.31
SINGING RIVER ELECTRIC COO...	INV0019684	06/06/2023	LS 44 Ft Bayou	401-751-625-0000	49.02
SINGING RIVER ELECTRIC COO...	INV0019684	06/06/2023	Bienville Place LS #1	401-751-625-0000	45.72
SINGING RIVER ELECTRIC COO...	INV0019684	06/06/2023	LS 80 Gibson Rd	401-751-625-0000	45.06
SINGING RIVER ELECTRIC COO...	INV0019684	06/06/2023	LS 70 CCC Camp Rd / Middle Left	401-751-625-0000	44.33
SINGING RIVER ELECTRIC COO...	INV0019684	06/06/2023	LS 59 Culeoka	401-751-625-0000	43.08
SINGING RIVER ELECTRIC COO...	INV0019684	06/06/2023	LS 41 Ft Bayou	401-751-625-0000	59.13
SINGING RIVER ELECTRIC COO...	INV0019684	06/06/2023	LS 82 Notting/Diller	401-751-625-0000	33.55
SINGING RIVER ELECTRIC COO...	INV0019684	06/06/2023	LS 79 3316 Nottingham Dr	401-751-625-0000	31.56
SINGING RIVER ELECTRIC COO...	INV0019687	06/06/2023	LEMOYNE PARK TENNIS CT	001-550-625-0000	63.12

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SINGING RIVER ELECTRIC COO...	INV0019687	06/06/2023	CONCESSION STAND - GAY LEMON	001-550-625-0000	84.77
SINGING RIVER ELECTRIC COO...	INV0019685	06/06/2023	Ent Light Bayou Sauvolle	001-301-625-0000	42.50
SINGING RIVER ELECTRIC COO...	INV0019685	06/06/2023	Eagle Point	001-301-625-0000	44.02
SINGING RIVER ELECTRIC COO...	INV0019685	06/06/2023	Flashing Sign Magnolia Park	001-301-625-0000	30.00
SINGING RIVER ELECTRIC COO...	INV0019685	06/06/2023	Flashing Light Magnolia Park	001-301-625-0000	30.10
SINGING RIVER ELECTRIC COO...	INV0019685	06/06/2023	3628 Perryman Rd	001-301-625-0000	30.63
SINGING RIVER ELECTRIC COO...	INV0019685	06/06/2023	Ent Light Promenade 62126002	001-301-625-0000	30.63
SINGING RIVER ELECTRIC COO...	INV0019685	06/06/2023	Ent Light Canebreak Dr	001-301-625-0000	31.87
SINGING RIVER ELECTRIC COO...	INV0019685	06/06/2023	Ent Light Promenade 62157002	001-301-625-0000	30.94
SINGING RIVER ELECTRIC COO...	INV0019685	06/06/2023	Traffic Sign Heron Bayou	001-301-625-0000	40.00
SINGING RIVER ELECTRIC COO...	INV0019685	06/06/2023	Whitney Oaks Ent Lights	001-301-625-0000	34.37
SINGING RIVER ELECTRIC COO...	INV0019685	06/06/2023	Pabst Rd Water Well	401-750-625-0000	1,932.21
SINGING RIVER ELECTRIC COO...	INV0019685	06/06/2023	LS 66 Perryman	401-751-625-0000	46.10
SINGING RIVER ELECTRIC COO...	INV0019685	06/06/2023	LS 89 Gollot Rd	401-751-625-0000	45.12
SINGING RIVER ELECTRIC COO...	INV0019685	06/06/2023	LS 62 Knapp Rd	401-751-625-0000	30.83
SINGING RIVER ELECTRIC COO...	INV0019685	06/06/2023	LS 38 Gov't @ Heron S/D	401-751-625-0000	81.30
SINGING RIVER ELECTRIC COO...	INV0019685	06/06/2023	LS 52 / 809 Magnolia Blvd	401-751-625-0000	71.83
SINGING RIVER ELECTRIC COO...	INV0019685	06/06/2023	Heron Park Lift Station	401-751-625-0000	45.07
SINGING RIVER ELECTRIC COO...	INV0019685	06/06/2023	LS 37 Gulf Islands Boat Launch Rd	401-751-625-0000	31.97
SINGING RIVER ELECTRIC COO...	INV0019685	06/06/2023	LS 92 Quave Rd	401-751-625-0000	32.91
SINGING RIVER ELECTRIC COO...	INV0019686	06/06/2023	3730 Bienville Blvd Civic Center	001-195-625-0000	1,300.20
SINGING RIVER ELECTRIC COO...	INV0019686	06/06/2023	Northwest Corner Hwy 90/57	001-301-625-0000	31.67
SINGING RIVER ELECTRIC COO...	INV0019686	06/06/2023	Hwy 90 / Bienville Blvd	001-301-625-0000	45.84
SINGING RIVER ELECTRIC COO...	INV0019686	06/06/2023	Hwy 90 / Davis Bayou Rd	001-301-625-0000	157.23
SINGING RIVER ELECTRIC COO...	INV0019686	06/06/2023	Water Tank #4	401-750-625-0000	46.46
SINGING RIVER ELECTRIC COO...	INV0019686	06/06/2023	3730 Bienville Blvd Vietnam Memorial	401-750-625-0000	43.96
SINGING RIVER ELECTRIC COO...	INV0019686	06/06/2023	LS 84 Hwy 90 / Lakeview SD	401-751-625-0000	74.12
SINGING RIVER ELECTRIC COO...	INV0019686	06/06/2023	LS 103 7201 Bienville Blvd	401-751-625-0000	71.94
SINGING RIVER ELECTRIC COO...	INV0019686	06/06/2023	LS 102 7801 Bienville Blvd	401-751-625-0000	58.71
SINGING RIVER ELECTRIC COO...	INV0019686	06/06/2023	LS 104 7714 Bienville Blvd	401-751-625-0000	47.88
SINGING RIVER ELECTRIC COO...	INV0019686	06/06/2023	4501 Hwy 57 LS	401-751-625-0000	56.83
SINGING RIVER ELECTRIC COO...	INV0019688	06/06/2023	103467001 - 3810 BIENVILLE IMPOUND LOT	001-200-625-0000	32.09
SINGING RIVER ELECTRIC COO...	INV0019688	06/06/2023	92396002 - 3810 BIENVILLE PD	001-200-625-0000	3,530.96
SINGING RIVER ELECTRIC COO...	INV0019688	06/06/2023	91449002 - 3820 BIENVILLE FIRE STATION	001-260-625-0000	1,745.28
SINGING RIVER ELECTRIC COO...	INV0019688	06/06/2023	62181002 - ENT LIGHT MAGNOLIA BAYOU	001-301-625-0000	30.00
SINGING RIVER ELECTRIC COO...	INV0019688	06/06/2023	88751001 - 3220 BIENVILLE BLVD	001-301-625-0000	56.35
SINGING RIVER ELECTRIC COO...	INV0019688	06/06/2023	89596002 - OS REC COMPLEX HWY 57	001-550-625-0000	2,748.27
SINGING RIVER ELECTRIC COO...	INV0019688	06/06/2023	89669002 - OS REC COMPLEX	001-550-625-0000	3,373.49
SINGING RIVER ELECTRIC COO...	INV0019688	06/06/2023	89528002 - OS REC COMPLEX HWY 57	001-550-625-0000	173.48
SINGING RIVER ELECTRIC COO...	INV0019688	06/06/2023	108516001 3730 BIENVILLE BLVD (DOG PARK)	001-550-625-0000	35.11
SINGING RIVER ELECTRIC COO...	INV0019688	06/06/2023	89529002 - HWY 57 REC COMPLEX	001-550-625-0000	2,726.05
SINGING RIVER ELECTRIC COO...	INV0019688	06/06/2023	61007002 - 4606 1/2 PINEHAVEN DR LS 93	401-751-625-0000	44.17
SINGING RIVER ELECTRIC COO...	INV0019688	06/06/2023	62644002 - LS 102 / 7300 BIENVILLE	401-751-625-0000	45.09
Vendor 00297 - SINGING RIVER ELECTRIC COOPERATIVE Total:					33,554.25
Vendor: 02432 - SITEONE LANDSCAPE SUPPLY HOLDING, LLC					
SITEONE LANDSCAPE SUPPLY H...	128934113-001	06/06/2023	round up quick pro granule herbicide	001-550-543-0000	631.95
SITEONE LANDSCAPE SUPPLY H...	128934113-001	06/06/2023	crosscheck insecticide 25 pounds	001-550-543-0000	1,552.16

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SITEONE LANDSCAPE SUPPLY H...	128934113-001	06/06/2023	ranger pro	001-550-543-0000	269.92
SITEONE LANDSCAPE SUPPLY H...	129648927-001	06/06/2023	crosscheck insecticide	001-550-543-0000	1,552.16
SITEONE LANDSCAPE SUPPLY H...	129648927-001	06/06/2023	pyramid bermuda grass seed	001-550-543-0000	1,360.61
SITEONE LANDSCAPE SUPPLY H...	130361676-001	06/06/2023	chalk for 57	001-550-560-0000	540.96
Vendor 02432 - SITEONE LANDSCAPE SUPPLY HOLDING, LLC Total:					5,907.76
Vendor: 01838 - SMARTCARE OS LLC					
SMARTCARE OS LLC	INV0019693	06/06/2023	CHILDCARE SOFTWARE 2/28/23 - 2/29/24	001-550-602-0000	1,188.00
Vendor 01838 - SMARTCARE OS LLC Total:					1,188.00
Vendor: 03213 - SORG PRINTING					
SORG PRINTING	97741	06/06/2023	BUSINESS CARDS FOR KAT JOHNSON	001-180-500-0000	45.00
Vendor 03213 - SORG PRINTING Total:					45.00
Vendor: 00639 - SOUTH MISSISSIPPI BUSINESS MACHINES					
SOUTH MISSISSIPPI BUSINESS...	437817	06/06/2023	PRINTING CONTRACT - BUILDING DEPT	001-191-630-0000	235.65
SOUTH MISSISSIPPI BUSINESS...	437818	06/06/2023	PRINTING CONTRACT - HUMAN RESOURCES	001-180-630-0000	78.00
SOUTH MISSISSIPPI BUSINESS...	437819	06/06/2023	PRINTING CONTRACT - PUBLIC WORKS	001-300-630-0000	37.27
SOUTH MISSISSIPPI BUSINESS...	437820	06/06/2023	PRINTING CONTRACT - PLANNING DEPT	001-190-630-0000	203.50
SOUTH MISSISSIPPI BUSINESS...	437821	06/06/2023	PRINTING CONTRACT - OSPD	001-200-630-0000	222.61
SOUTH MISSISSIPPI BUSINESS...	437822	06/06/2023	PRINTING CONTRACT - COURT DEPT	001-110-630-0000	48.75
SOUTH MISSISSIPPI BUSINESS...	437823	06/06/2023	PRINTING CONTRACT - TAX DEPT/ CITY HALL	001-140-630-0000	50.65
SOUTH MISSISSIPPI BUSINESS...	437824	06/06/2023	PRINTING CONTRACT - PARKS & REC	001-550-630-0000	67.00
SOUTH MISSISSIPPI BUSINESS...	437825	06/06/2023	PRINTING CONTRACT - CID	001-200-630-0000	96.29
Vendor 00639 - SOUTH MISSISSIPPI BUSINESS MACHINES Total:					1,039.72
Vendor: 03549 - SPARKLIGHT					
SPARKLIGHT	INV0019694	06/06/2023	107103335 CITY HALL 1018 PORTER	001-140-625-0000	6.18
SPARKLIGHT	INV0019694	06/06/2023	120710819 1600 GOVERNMENT ST (MARY C)	001-196-613-0000	131.44
SPARKLIGHT	INV0019694	06/06/2023	132925165 OS POLICE INTERNET	001-200-613-0000	84.00
SPARKLIGHT	INV0019694	06/06/2023	107919490 3810 BIENVILLE BLVD	001-200-625-0000	55.50
SPARKLIGHT	INV0019694	06/06/2023	107563223 3820 BIENVILLE BLVD	001-260-625-0000	40.50
SPARKLIGHT	INV0019694	06/06/2023	106950132 712A PINE DR	001-300-625-0000	34.45
SPARKLIGHT	INV0019694	06/06/2023	107956567 405 HALSTEAD RD #B	001-550-613-0000	135.56
SPARKLIGHT	INV0019694	06/06/2023	106890791 400 ALICE ST	001-550-625-0000	8.15
Vendor 03549 - SPARKLIGHT Total:					495.78
Vendor: 02590 - SPORTABOUT					
SPORTABOUT	10548	06/06/2023	Engraved Kickball Trophies	001-550-540-0541	220.00
SPORTABOUT	10559	06/06/2023	Engraved BBall Trophy	001-550-540-0541	280.00
SPORTABOUT	10576	06/06/2023	Gildan Cotton Adult XXLARGE - Antique Orange	001-550-540-0540	28.00
SPORTABOUT	10576	06/06/2023	Cotton Tank Adult XXLARGE - Antique Orange	001-550-540-0540	28.00
SPORTABOUT	10576	06/06/2023	Cotton Tank Adult Large - Antique Orange	001-550-540-0540	84.00
SPORTABOUT	10576	06/06/2023	Cotton Tank Adult XXXLarge - Antique Orange	001-550-540-0540	28.00
SPORTABOUT	10576	06/06/2023	Gildan Cotton Adult XXXLarge - Antique Orange	001-550-540-0540	28.00

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SPORTABOUT	10576	06/06/2023	Gildan Cotton Adult XLarge - Antique Orange	001-550-540-0540	42.00
SPORTABOUT	10576	06/06/2023	Cotton Tank Adult XLarge - Antique Orange	001-550-540-0540	42.00
SPORTABOUT	10576	06/06/2023	Gildan Cotton Adult Medium - Antique Orange	001-550-540-0540	70.00
SPORTABOUT	10576	06/06/2023	Cotton Tank Adult Medium - Antique Orange	001-550-540-0540	70.00
SPORTABOUT	10576	06/06/2023	Gildan Cotton Adult Large - Antique Orange	001-550-540-0540	84.00
SPORTABOUT	10577	06/06/2023	Gildan Youth Medium - Tropical Blue	001-550-540-0540	350.00
SPORTABOUT	10577	06/06/2023	Gildan Youth Small - Tropical Blue	001-550-540-0540	420.00
SPORTABOUT	10577	06/06/2023	Gildan Youth x-Small - Tropical Blue	001-550-540-0540	210.00
SPORTABOUT	10577	06/06/2023	Gildan Adult Small - Tropical Blue	001-550-540-0540	140.00
SPORTABOUT	10577	06/06/2023	Gildan Adult Medium - Tropical Blue	001-550-540-0540	105.00
SPORTABOUT	10577	06/06/2023	Gildan Adult Large - Tropical Blue	001-550-540-0540	70.00
SPORTABOUT	10577	06/06/2023	Gildan Adult XLarge	001-550-540-0540	35.00
SPORTABOUT	10577	06/06/2023	Gildan Youth Large - Tropical Blue	001-550-540-0540	280.00
Vendor 02590 - SPORTABOUT Total:					2,614.00
Vendor: 05114 - STAPLES, INC					
STAPLES, INC	3439144926	06/06/2023	Epson T 212 CMYK Printer Ink Pack	001-196-500-0000	57.95
STAPLES, INC	3439144926	06/06/2023	TRU Red Copy Paper 10 Reams per Carton	001-196-500-0000	44.49
STAPLES, INC	3439144926	06/06/2023	Staples Self Sealed Security Enveloped 5/8 x 6 1/2	001-196-500-0000	7.58
STAPLES, INC	3439144926	06/06/2023	Staples 3 Ring Binders 6/Carton White	001-196-500-0000	44.20
STAPLES, INC	3439144926	06/06/2023	BIC Round Stick Xtra Black 60 Pack	001-196-500-0000	4.52
STAPLES, INC	3439144926	06/06/2023	Avery Easy Peel Color Labels 3/4	001-196-500-0000	5.35
STAPLES, INC	3439144926	06/06/2023	Sharpie S-Gel Pen Dozen	001-196-500-0000	19.59
STAPLES, INC	3439144926	06/06/2023	Scotch Desktop Tape Dispenser Black	001-196-500-0000	7.56
STAPLES, INC	3439144926	06/06/2023	Velcro Sticky Back and Loop Fastener Roll	001-196-500-0000	14.35
STAPLES, INC	3439144926	06/06/2023	Staples Sticky Notes 3x3 12 Pack	001-196-500-0000	8.01
STAPLES, INC	3439144926	06/06/2023	Swingline Desktop Stapler Black	001-196-500-0000	13.58
STAPLES, INC	3439144926	06/06/2023	Staples Invisible Tape 12 Pack	001-196-500-0000	7.18
STAPLES, INC	3439144926	06/06/2023	Scotch Medium Mounting Dots 300 Pack	001-196-500-0000	3.46
STAPLES, INC	3439144926	06/06/2023	Avery Legal Exhibit A-Z Dividers	001-196-500-0000	5.94
STAPLES, INC	3439144926	06/06/2023	Staples Standard Staples 5000 Box	001-196-500-0000	2.78
STAPLES, INC	3539144927	06/06/2023	Staples Fashion Mouse Pad Floral	001-196-500-0000	3.49
STAPLES, INC	3539144927	06/06/2023	Seagate 2TB External Hard Drive	001-196-603-0000	73.86
STAPLES, INC	3539144919	06/06/2023	24" FHD MONITORS	001-110-500-0000	329.97
STAPLES, INC	3539144920	06/06/2023	MAGNETIC GLASS DRY ERASE BOARD	001-180-500-0000	47.16
STAPLES, INC	3539144921	06/06/2023	MULTI SURFACE CLEANER	001-140-500-0000	4.74
STAPLES, INC	3539144921	06/06/2023	CLOROX WIPES FOR FRONT COUNTERS	001-140-500-0000	4.79

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
STAPLES, INC	3539144921	06/06/2023	DUST OFF AIR DUSTERS	001-140-500-0000	12.07
STAPLES, INC	3539144921	06/06/2023	DRY ERASE MARKERS	001-180-500-0000	6.56
STAPLES, INC	3539144922	06/06/2023	Item 24356711 Bostitch Stapler	001-200-500-0000	11.38
			40 sheet capacity		
STAPLES, INC	3539144922	06/06/2023	Item 24337427 Brother	001-200-500-0000	72.16
			LC30133PKS CMY HY		
STAPLES, INC	3539144922	06/06/2023	Item 24337417 Brother	001-200-500-0000	69.81
			LC3013BK Black HY		
STAPLES, INC	3539144922	06/06/2023	Item 889863 Brother TN-450	001-200-500-0000	48.99
			Black Toner HY		
STAPLES, INC	3539144922	06/06/2023	Item 125328 Sharpie Fine Tip,	001-200-500-0000	15.14
			Black, Dozen		
STAPLES, INC	3539144922	06/06/2023	Item 490887 Cardstock White,	001-200-500-0000	8.14
			250 Sheets		
STAPLES, INC	3539144922	06/06/2023	Item 620700 Staples	001-200-500-0000	10.44
			Cardstock, Cream, 250 Sheets		
STAPLES, INC	35391144924	06/06/2023	Duracell Lithium Battery	001-120-500-0000	10.99
STAPLES, INC	35391144924	06/06/2023	Pentel EnerGel RTX Retractable	001-120-500-0000	27.60
			Pen		
STAPLES, INC	35391144924	06/06/2023	Paper Mate Flair Pen	001-120-500-0000	12.12
STAPLES, INC	35391144924	06/06/2023	Post it Super Sticky Notes	001-120-500-0000	22.80
STAPLES, INC	3539144923	06/06/2023	Item#2622610Zebra	001-300-500-0000	13.56
			RetractablePenMed Pt		
			Blue24/Pk		
STAPLES, INC	3539144923	06/06/2023	Item#875593R edi-Tag Small	001-300-500-0000	19.96
			Page FlagsRed300/Pack		
STAPLES, INC	3539144923	06/06/2023	Item#609111Redi-Tag Page	001-300-500-0000	20.78
			Markers 1" Wid500/Pk		
STAPLES, INC	3539144923	06/06/2023	Item#813537National Brand	001-300-500-0000	35.20
			Steno Pad 6x980Sht/Pad		
STAPLES, INC	3539144923	06/06/2023	Item#927558WallMates Paint	001-300-500-0000	159.48
			Dry-Erase Whiteboard3x2		
STAPLES, INC	3539144923	06/06/2023	Item#814120Staples Magnetic	001-300-500-0000	8.37
			Clips, 2.25"W 12/Pk		
Vendor 05114 - STAPLES, INC Total:					1,296.10
Vendor: 05266 - STIG MARCUSSEN					
STIG MARCUSSEN	269755-19	06/06/2023	CITY HALL MONTHLY	001-140-699-0000	60.00
			ARTWORK LEASE JUNE 2023		
Vendor 05266 - STIG MARCUSSEN Total:					60.00
Vendor: 02297 - SWEETWATER SOUND, LLC					
SWEETWATER SOUND, LLC	36497916	06/06/2023	Excellines Balanced Patch	001-196-560-0000	225.24
			Cable		
Vendor 02297 - SWEETWATER SOUND, LLC Total:					225.24
Vendor: 003163 - TCSWARE, INC					
TCSWARE, INC	152965	06/06/2023	PANASONIC LAPTOPS	008-255-916-0000	79,050.00
TCSWARE, INC	152965	06/06/2023	CRADLES	008-255-916-0000	26,082.60
Vendor 003163 - TCSWARE, INC Total:					105,132.60
Vendor: 06209 - TEMCO OF GULF COAST, INC.					
TEMCO OF GULF COAST, INC.	73598	06/06/2023	Labor for AC Service at Station	001-260-630-0000	133.50
			1		
Vendor 06209 - TEMCO OF GULF COAST, INC. Total:					133.50
Vendor: 06011 - TERRY'S SERVICE CENTER, LLC					
TERRY'S SERVICE CENTER, LLC	19895	06/06/2023	repair right spindle for gravelly	001-550-630-0000	77.00
			zero turn		
Vendor 06011 - TERRY'S SERVICE CENTER, LLC Total:					77.00
Vendor: 01476 - UNIFIRST HOLDINGS, INC					
UNIFIRST HOLDINGS, INC	1530073242	06/06/2023	DEFE CHARGE AND ENERGY	001-300-535-0530	6.95
			SURCHARGE		
UNIFIRST HOLDINGS, INC	1530073242	06/06/2023	GARMENT AND MATERIAL	001-300-535-0530	41.06
			MAINTENANCE		

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UNIFIRST HOLDINGS, INC	1530073242	06/06/2023	UNIFORM SERVICES AND CHARGES	001-300-535-0530	236.14
UNIFIRST HOLDINGS, INC	1530073242	06/06/2023	MATS AND WIPERS	001-300-560-0000	67.06
UNIFIRST HOLDINGS, INC	1530073242	06/06/2023	UNIFORM SERVICES AND CHARGES	401-710-535-0531	5.94
UNIFIRST HOLDINGS, INC	1530073242	06/06/2023	UNIFORM SERVICES AND CHARGES	401-750-535-0530	324.38
UNIFIRST HOLDINGS, INC	1530073242	06/06/2023	GARMENT AND MATERIAL MAINTENANCE	401-750-535-0530	41.03
UNIFIRST HOLDINGS, INC	1530073242	06/06/2023	DEFE CHARGE AND ENERGY SURCHARGE	401-750-535-0530	7.00
UNIFIRST HOLDINGS, INC	1530073878	06/06/2023	FLOOR MAT AND UNIFORM SERVICE	001-550-535-0531	106.20
UNIFIRST HOLDINGS, INC	1530074532	06/06/2023	UNIFORM SERVICES AND CHARGES	001-300-535-0530	281.88
UNIFIRST HOLDINGS, INC	1530074532	06/06/2023	GARMENT AND MATERIAL MAINTENANCE	001-300-535-0530	41.70
UNIFIRST HOLDINGS, INC	1530074532	06/06/2023	DEFE CHARGE AND ENERGY SURCHARGE	001-300-535-0530	6.95
UNIFIRST HOLDINGS, INC	1530074532	06/06/2023	MATS AND WIPERS	001-300-560-0000	67.06
UNIFIRST HOLDINGS, INC	1530074532	06/06/2023	UNIFORM SERVICES AND CHARGES	401-710-535-0531	5.94
UNIFIRST HOLDINGS, INC	1530074532	06/06/2023	DEFE CHARGE AND ENERGY SURCHARGE	401-750-535-0530	7.00
UNIFIRST HOLDINGS, INC	1530074532	06/06/2023	GARMENT AND MATERIAL MAINTENANCE	401-750-535-0530	41.66
UNIFIRST HOLDINGS, INC	1530074532	06/06/2023	UNIFORM SERVICES AND CHARGES	401-750-535-0530	236.17
UNIFIRST HOLDINGS, INC	1530075193	06/06/2023	FLOOR MAT AND UNIFORM SERVICE	001-550-535-0531	106.20
UNIFIRST HOLDINGS, INC	1530075837	06/06/2023	LOSS CHARGE COLLECTED THROUGH PAYROLL - FOREHAND	001-001-023-0000	41.91
UNIFIRST HOLDINGS, INC	1530075837	06/06/2023	GARMENT AND MATERIAL MAINTENANCE	001-300-535-0530	41.70
UNIFIRST HOLDINGS, INC	1530075837	06/06/2023	DEFE CHARGE AND ENERGY SURCHARGE	001-300-535-0530	6.95
UNIFIRST HOLDINGS, INC	1530075837	06/06/2023	UNIFORM SERVICES AND CHARGES	001-300-535-0530	260.39
UNIFIRST HOLDINGS, INC	1530075837	06/06/2023	MATS AND WIPERS	001-300-560-0000	67.06
UNIFIRST HOLDINGS, INC	1530075837	06/06/2023	UNIFORM SERVICES AND CHARGES	401-710-535-0531	5.94
UNIFIRST HOLDINGS, INC	1530075837	06/06/2023	GARMENT AND MATERIAL MAINTENANCE	401-750-535-0530	41.66
UNIFIRST HOLDINGS, INC	1530075837	06/06/2023	DEFE CHARGE AND ENERGY SURCHARGE	401-750-535-0530	7.00
UNIFIRST HOLDINGS, INC	1530075837	06/06/2023	UNIFORM SERVICES AND CHARGES	401-750-535-0530	199.07
UNIFIRST HOLDINGS, INC	1530076675	06/06/2023	FLOOR MAT AND UNIFORM SERVICE	001-550-535-0531	106.20
UNIFIRST HOLDINGS, INC	1530077064	06/06/2023	DEFE CHARGE AND ENERGY SURCHARGE	001-300-535-0530	6.95
UNIFIRST HOLDINGS, INC	1530077064	06/06/2023	GARMENT AND MATERIAL MAINTENANCE	001-300-535-0530	40.54
UNIFIRST HOLDINGS, INC	1530077064	06/06/2023	UNIFORM SERVICES AND CHARGES	001-300-535-0530	230.26
UNIFIRST HOLDINGS, INC	1530077064	06/06/2023	MATS AND WIPERS	001-300-560-0000	67.06
UNIFIRST HOLDINGS, INC	1530077064	06/06/2023	UNIFORM SERVICES AND CHARGES	401-710-535-0531	5.94
UNIFIRST HOLDINGS, INC	1530077064	06/06/2023	UNIFORM SERVICES AND CHARGES	401-750-535-0530	198.60
UNIFIRST HOLDINGS, INC	1530077064	06/06/2023	DEFE CHARGE AND ENERGY SURCHARGE	401-750-535-0530	7.00

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UNIFIRST HOLDINGS, INC	1530077064	06/06/2023	GARMENT AND MATERIAL MAINTENANCE	401-750-535-0530	40.51
Vendor 01476 - UNIFIRST HOLDINGS, INC Total:					3,005.06
Vendor: 03011 - WALMART COMMUNITY					
WALMART COMMUNITY	593111657987096	06/06/2023	Bactine	001-300-560-0000	5.74
WALMART COMMUNITY	593111657987096	06/06/2023	Hydrobrnpad	001-300-560-0000	4.97
WALMART COMMUNITY	593111657987096	06/06/2023	EQ 1 Wrap	001-300-560-0000	4.47
WALMART COMMUNITY	593111657987096	06/06/2023	EQ 2 wrap	001-300-560-0000	5.97
WALMART COMMUNITY	593111657987096	06/06/2023	Neosporin burn	001-300-560-0000	6.36
WALMART COMMUNITY	593111657987096	06/06/2023	Dermaplast	001-300-560-0000	6.94
WALMART COMMUNITY	593111657987096	06/06/2023	Alocane burn	001-300-560-0000	7.47
WALMART COMMUNITY	593111657987096	06/06/2023	Adhesive pad	001-300-560-0000	4.36
WALMART COMMUNITY	083112482166999	06/06/2023	Umpire Kit	001-550-540-0541	25.76
WALMART COMMUNITY	083112482166999	06/06/2023	Baseball Scorebooks	001-550-540-0541	39.76
WALMART COMMUNITY	603114508155875	06/06/2023	ONN TV for Station 2	001-260-501-0000	198.00
WALMART COMMUNITY	603114508155875	06/06/2023	Axe Dog Food	001-260-521-0000	60.48
WALMART COMMUNITY	033117541643705	06/06/2023	6" Twin Size Mattress	001-260-560-0000	178.00
WALMART COMMUNITY	093129600212499	06/06/2023	5 TAB DIVIDERS	401-751-560-0000	32.01
WALMART COMMUNITY	093129600212499	06/06/2023	BINDER 3'	401-751-560-0000	79.38
WALMART COMMUNITY	093129600212499	06/06/2023	DISC WALLET	401-751-560-0000	30.97
WALMART COMMUNITY	093129600212499	06/06/2023	2" DUR BNDR	401-751-560-0000	27.84
WALMART COMMUNITY	093129600212499	06/06/2023	LG GP63EX70 dvd/cd READER	401-751-560-0000	26.00
WALMART COMMUNITY	093129624762099	06/06/2023	2TB BACKUP HARD DRIVES	001-200-603-0000	177.00
WALMART COMMUNITY	093129624762099	06/06/2023	1TB BACKUP HARD DRIVE	001-200-603-0000	99.94
WALMART COMMUNITY	363130638195691	06/06/2023	DASANI WATER FOR CONCESSIONS	001-196-560-0002	14.96
WALMART COMMUNITY	073132549781523	06/06/2023	4.8 Amp Car Charger	001-260-500-0000	26.64
WALMART COMMUNITY	073132549781523	06/06/2023	Apple Pencil	001-260-603-0000	297.00
Vendor 03011 - WALMART COMMUNITY Total:					1,360.02
Vendor: 05536 - WARREN PAVING, INC.					
WARREN PAVING, INC.	76226	06/06/2023	Hot plant mix asphalt-pick up Oct 2022 - Sept 2023	001-301-902-0000	502.32
WARREN PAVING, INC.	77384	06/06/2023	400 W (Bedding Rock) (Includes Delivery)	001-352-906-0000	4,648.00
Vendor 05536 - WARREN PAVING, INC. Total:					5,150.32
Vendor: 00693 - WASTE OIL COLLECTORS INC					
WASTE OIL COLLECTORS INC	0026794	06/06/2023	Pick up & Disposal of used oil	001-350-630-0000	80.00
Vendor 00693 - WASTE OIL COLLECTORS INC Total:					80.00
Vendor: 05887 - WEAVER ELECTRIC, INC.					
WEAVER ELECTRIC, INC.	18554	06/06/2023	ELECTRICAL REPAIRS TENNIS COURTS 5/25/23	001-550-630-0000	426.00
Vendor 05887 - WEAVER ELECTRIC, INC. Total:					426.00
Vendor: 003118 - WHITE CAP, LP					
WHITE CAP, LP	50022043117	06/06/2023	26120668 200Z FLO GREEN SPRAY PAINT	401-751-560-0000	1,821.60
WHITE CAP, LP	50022086126	06/06/2023	SP/12V THERMOPLASTICPUMP 20FT	001-352-548-0000	172.99
WHITE CAP, LP	50022155606	06/06/2023	324DWA7747 14" 66T HVY Gauge METAL CUT BLD DEWALT	001-350-560-0000	703.15
WHITE CAP, LP	50022310296	06/06/2023	475WB20XK4 2" 164GPM 118CC WATER PUMP HONDA	001-353-546-0000	549.00
Vendor 003118 - WHITE CAP, LP Total:					3,246.74
Vendor: 03500 - WILKINSON, WILLIAMS, BOSIO & SESSOMS, PLLC					
WILKINSON, WILLIAMS, BOSIO...621-0050F-18		06/06/2023	ATTORNEY FEES ILLANE APRIL 2032	001-120-600-0603	3,176.86
WILKINSON, WILLIAMS, BOSIO...621-0053F-6		06/06/2023	ATTORNEY FEES - RHODES APRIL 2023	001-120-600-0603	964.12
WILKINSON, WILLIAMS, BOSIO...621-0055F-5		06/06/2023	ATTORNEY FEES APRIL 2023 MUNICIPAL GROWTH	001-100-600-0601	2,559.60

6/6/2023 Docket of Claims

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
WILKINSON, WILLIAMS, BOSIO...	621-0010K-240	06/06/2023	ATTORNEY FEES - MAY 2023	001-120-600-0602	9,912.15
WILKINSON, WILLIAMS, BOSIO...	621-0010K-240	06/06/2023	ATTORNEY FEES - MAY 2023	401-750-600-0602	1,081.33
WILKINSON, WILLIAMS, BOSIO...	621-0010K-240	06/06/2023	ATTORNEY FEES - MAY 2023	401-751-600-0602	1,081.32
Vendor 03500 - WILKINSON, WILLIAMS, BOSIO & SESSOMS, PLLC Total:					18,775.38
Vendor: 00234 - WYNTON'S PEST CONTROL					
WYNTON'S PEST CONTROL	33340	06/06/2023	712A PINE DRIVE	001-300-630-0000	100.00
WYNTON'S PEST CONTROL	33366	06/06/2023	711 MAGNOLIA	551-551-630-0000	100.00
WYNTON'S PEST CONTROL	33461	06/06/2023	MONTHLY PEST CONTROL LIBRARY	101-510-630-0000	20.00
WYNTON'S PEST CONTROL	33462	06/06/2023	1014 PORTER AVE - PLANNING	001-190-630-0000	35.00
WYNTON'S PEST CONTROL	33462	06/06/2023	1014 PORTER AVE- BUILDING	001-191-630-0000	35.00
WYNTON'S PEST CONTROL	33466	06/06/2023	400 ALICE ST	001-550-630-0000	20.00
WYNTON'S PEST CONTROL	33471	06/06/2023	1018 PORTER AVE	001-140-630-0000	70.00
WYNTON'S PEST CONTROL	33547	06/06/2023	3830 BIENVILLE BLVD	001-200-630-0000	80.00
WYNTON'S PEST CONTROL	33549	06/06/2023	3820 BIENVILLE BLVD	001-260-630-0000	50.00
Vendor 00234 - WYNTON'S PEST CONTROL Total:					510.00
Grand Total:					868,907.48

Fund Summary

Fund	Expense Amount
001 - GENERAL	281,901.60
007 - TOURISM FUND	250.00
008 - FOOD AND BEVERAGE TAX 2%	117,793.71
010 - FESTIVALS	1,808.35
040 - BELLANDE/EVERGREEN CEMETERIES	78.00
101 - LIBRARY	12,570.00
303 - TIDELANDS FY21-P412-01 - PORTER AVE	65,954.33
304 - FRONT BEACH MARINA	38,650.00
401 - UTILITY ENTERPRISE	349,801.49
551 - TACONI BUILDING	100.00
Grand Total:	868,907.48

Account Summary

Account Number	Account Name	Expense Amount
001-001-023-0000	DUE FROM EMPLOYEE	41.91
001-001-130-0053	AMS Collection Fee / Pa...	610.91
001-100-600-0601	ANNEXATION FEES	2,559.60
001-100-924-0900	AT-LARGE CAPITAL IMP...	1,600.00
001-100-924-0905	WARD 5 CAPITAL IMPR...	500.00
001-110-500-0000	OFFICE SUPPLIES	329.97
001-110-611-0000	TELEPHONE	15.53
001-110-630-0000	GENERAL REPAIRS & MA...	48.75
001-120-500-0000	OFFICE SUPPLIES	73.51
001-120-600-0001	URBAN RENEWAL PLAN	615.00
001-120-600-0602	ATTORNEY FEES	9,912.15
001-120-600-0603	Attorney - Non Contract	4,140.98
001-120-611-0000	TELEPHONE	31.71
001-140-500-0000	OFFICE SUPPLIES	21.60
001-140-602-0000	COMPUTER SOFTWARE ...	9,348.12
001-140-611-0000	TELEPHONE	10.57
001-140-625-0000	UTILITIES	6.18
001-140-630-0000	GENERAL REPAIRS & MA...	194.65
001-140-643-0000	CITY WIDE BUILDING MA...	2,395.23
001-140-699-0000	OTHER SERVICES & CHA...	60.00
001-180-500-0000	OFFICE SUPPLIES	98.72
001-180-604-0000	PHYSICAL EXAMS & TEST...	393.00
001-180-605-0608	ADA CONFERENCE & TR...	25.00
001-180-611-0000	TELEPHONE	10.57
001-180-630-0000	GENERAL REPAIRS & MA...	78.00
001-190-615-0000	PRINTING & BINDING	52.00
001-190-630-0000	GENERAL REPAIRS & MA...	238.50
001-191-500-0000	OFFICE SUPPLIES	414.00
001-191-611-0000	TELEPHONE	31.71
001-191-626-0000	STORMWATER PERMIT ...	1,375.00
001-191-630-0000	GENERAL REPAIRS & MA...	270.65
001-194-630-0000	GENERAL REPAIRS & MA...	74.00
001-195-625-0000	UTILITIES	1,300.20
001-195-630-0000	GENERAL REPAIRS & MA...	74.00
001-196-500-0000	OFFICE SUPPLIES - MARY...	250.03
001-196-510-0000	CLEANING & JANITORIAL...	108.59
001-196-560-0000	MATERIALS & SUPPLIES	787.72
001-196-560-0002	CONCESSIONS SUPPLIES	14.96
001-196-603-0000	COMPUTER HARDWARE	73.86
001-196-613-0000	INTERNET SERVICE	131.44
001-196-630-0000	GENERAL REPAIRS & MA...	3,267.54
001-196-688-0000	SPECIAL SERVICES - MAR...	991.50
001-200-500-0000	OFFICE SUPPLIES	236.06

Account Summary

Account Number	Account Name	Expense Amount
001-200-525-0000	GAS AND OIL	138.76
001-200-535-0531	UNIFORMS	1,555.92
001-200-550-0000	TRAINING COURSE ITEMS	1,260.00
001-200-560-0000	MATERIALS & SUPPLIES	512.64
001-200-563-0000	REPAIR PARTS & SUPPLI...	1,534.88
001-200-570-0000	TIRES AND TUBES	1,211.19
001-200-602-0000	COMPUTER SOFTWARE ...	570.00
001-200-603-0000	COMPUTER HARDWARE	366.93
001-200-605-0607	TRAVEL/TRAINING/SEM...	1,285.00
001-200-611-0000	TELEPHONE	2,597.54
001-200-613-0000	INTERNET SERVICE - POL...	84.00
001-200-625-0000	UTILITIES	3,618.55
001-200-630-0000	GENERAL REPAIRS & MA...	6,289.55
001-200-699-0000	OTHER SERVICES & CHA...	1,134.75
001-260-500-0000	OFFICE SUPPLIES	26.64
001-260-501-0000	OFFICE FURNITURE & E...	198.00
001-260-510-0000	CLEANING & JANITORIAL...	419.63
001-260-521-0000	DOG SUPPLIES & EXPEN...	60.48
001-260-525-0000	GAS AND OIL	47.00
001-260-535-0531	UNIFORMS	116.00
001-260-551-0000	TURN OUT GEAR/CLOTH...	824.51
001-260-560-0000	MATERIALS & SUPPLIES	178.00
001-260-563-0000	REPAIR PARTS & SUPPLI...	230.08
001-260-603-0000	COMPUTER HARDWARE	297.00
001-260-605-0607	TRAVEL/TRAINING/SEM...	175.00
001-260-611-0000	TELEPHONE	79.23
001-260-625-0000	UTILITIES	1,946.39
001-260-630-0000	GENERAL REPAIRS & MA...	2,218.17
001-300-500-0000	OFFICE SUPPLIES	257.35
001-300-510-0000	CLEANING & JANITORIAL...	817.56
001-300-535-0530	UNIFORM ALLOWANCES...	1,201.47
001-300-560-0000	MATERIALS & SUPPLIES	652.52
001-300-563-0000	REPAIR PARTS & SUPPLI...	148.62
001-300-600-0600	CONTRACTUAL SERVICES	2,212.00
001-300-611-0000	TELEPHONE	23.47
001-300-625-0000	UTILITIES	34.45
001-300-630-0000	GENERAL REPAIRS & MA...	182.95
001-301-525-0000	GAS AND OIL	7,971.91
001-301-560-0000	MATERIALS & SUPPLIES	2,126.17
001-301-563-0000	REPAIR PARTS & SUPPLI...	4,465.56
001-301-566-0000	SIGNS AND SIGN MATER...	171.90
001-301-600-0601	LANDSCAPING CONTRA...	6,210.00
001-301-611-0000	TELEPHONE	7.24
001-301-625-0000	UTILITIES	11,740.26
001-301-630-0000	GENERAL REPAIRS & MA...	1,711.27
001-301-902-0000	ASPHALT	8,909.61
001-301-916-0000	MACHINERY & EQUIPM...	56,784.50
001-350-560-0000	MATERIALS & SUPPLIES	703.15
001-350-563-0000	REPAIR PARTS & SUPPLI...	174.31
001-350-630-0000	GENERAL REPAIRS & MA...	80.00
001-352-499-0000	TEMP AGENCY EXPENSES	1,811.55
001-352-548-0000	SMALL TOOLS & EQUIP...	172.99
001-352-560-0000	MATERIALS & SUPPLIES	2,320.00
001-352-563-0000	REPAIR PARTS & SUPPLI...	166.09
001-352-611-0000	TELEPHONE	17.81
001-352-630-0000	GENERAL REPAIRS & MA...	6,764.40
001-352-631-0000	DRAINAGE REPAIR PARTS..	997.50
001-352-906-0000	DRAINAGE PROJECTS	13,653.66

Account Summary

Account Number	Account Name	Expense Amount
001-352-916-0000	MACHINERY & EQUIPM...	36,916.00
001-353-499-0000	TEMP AGENCY EXPENSE	522.11
001-353-546-0000	LANDSCAPE MATERIALS...	1,455.19
001-550-525-0000	GAS AND OIL	89.00
001-550-535-0531	UNIFORMS	318.60
001-550-540-0540	AFTER SCHOOL SUMMER...	4,927.19
001-550-540-0541	ATHLETIC SUPPLIES	632.74
001-550-540-0542	POTTERY SUPPLIES	854.68
001-550-543-0000	CHEMICALS	5,366.80
001-550-560-0000	MATERIALS & SUPPLIES	1,235.96
001-550-563-0000	REPAIR PARTS & SUPPLI...	231.31
001-550-600-0600	CONTRACTUAL SERVICES	210.00
001-550-602-0000	COMPUTER SOFTWARE ...	1,188.00
001-550-611-0000	TELEPHONE	50.88
001-550-613-0000	INTERNET SERVICE - SPA...	135.56
001-550-625-0000	UTILITIES	9,212.44
001-550-630-0000	GENERAL REPAIRS & MA...	590.00
001-550-908-0000	PARK IMPROVEMENTS-...	5,686.21
001-550-916-0000	MACHINERY & EQUIPM...	7,908.44
001-552-630-0000	GENERAL REPAIRS & MA...	90.96
007-650-600-0000	CITY WEBSITE	250.00
008-255-916-0000	MACHINERY & EQUIPM...	113,783.88
008-550-916-0000	MISC PARK EQUIPMENT	4,009.83
010-140-600-0600	CONTRACTUAL SERVICES	416.67
010-140-703-0009	FRIDAYS AT THE FORT	625.00
010-140-703-0010	BOILING ON THE BEACH	766.68
040-140-616-0000	LEGAL DOCUMENT FILI...	78.00
101-510-630-0000	GENERAL REPAIRS & MA...	20.00
101-510-640-0000	AID TO OTHER GOVERN...	12,550.00
303-330-911-0000	CONSTRUCTION COST - T...	65,954.33
304-330-600-0000	ENGINEERING - FRONT B...	38,650.00
401-300-600-0600	CONTRACTUAL SERVICES	420.00
401-300-602-0000	COMPUTER SOFTWARE ...	3,096.88
401-300-604-0000	PHYSICAL EXAMS & TEST...	176.00
401-320-688-0000	COMFORT STATIONS	2,067.00
401-710-535-0531	UNIFORMS	23.76
401-710-611-0000	TELEPHONE	21.14
401-710-630-0000	GENERAL REPAIRS & MA...	36.00
401-750-535-0530	UNIFORM ALLOWANCES...	1,151.08
401-750-543-0000	CHEMICALS	3,004.87
401-750-563-0000	REPAIR PARTS & SUPPLI...	225.89
401-750-571-0000	UTILITY SYSTEMS PARTS...	25,828.63
401-750-600-0602	ATTORNEY FEES - CONT...	1,081.33
401-750-611-0000	TELEPHONE	86.47
401-750-625-0000	UTILITIES	3,312.49
401-750-630-0000	GENERAL REPAIRS & MA...	3,558.42
401-751-543-0000	CHEMICALS	2,436.76
401-751-548-0000	SMALL TOOLS & EQUIP...	571.76
401-751-560-0000	MATERIALS & SUPPLIES	2,634.02
401-751-563-0000	REPAIR PARTS & SUPPLI...	3,791.56
401-751-571-0000	UTILITY SYSTEMS PARTS...	8,413.22
401-751-600-0602	ATTORNEY FEES - CONT...	1,081.32
401-751-611-0000	TELEPHONE	89.80
401-751-625-0000	UTILITIES	2,528.07
401-751-630-0000	GENERAL REPAIRS & MA...	11,005.43
401-751-685-0000	CSX EASEMENTS	696.09
401-751-691-0000	WATER SERVICE JCUA	210,454.00
401-751-916-0000	MACHINERY & EQUIPM...	56,784.50

Account Summary

Account Number	Account Name	Expense Amount
401-751-923-0908	SEWER IMPROVEMENTS	5,225.00
551-551-630-0000	GENERAL REPAIRS & MA...	100.00
Grand Total:		868,907.48

Project Account Summary

Project Account Key	Expense Amount
None	868,907.48
Grand Total:	868,907.48



Ocean Springs, MS

6/20/2023 DOCKET OF CLAIMS

By Vendor Name

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Vendor: 04470 - ACE DATA STORAGE					
ACE DATA STORAGE	0091997	06/20/2023	CITY HALL SHREDDING SERVICE	001-140-600-0600	110.00
Vendor 04470 - ACE DATA STORAGE Total:					110.00
Vendor: 03219 - ALL AMERICAN TOWING & RECOVERY INC.					
ALL AMERICAN TOWING & RE...	203867	06/20/2023	Tow #40 Dodge 3500 to Crown Dodge	401-750-630-0000	305.00
Vendor 03219 - ALL AMERICAN TOWING & RECOVERY INC. Total:					305.00
Vendor: 05785 - AMERICAN MUNICIPAL SERVICES					
AMERICAN MUNICIPAL SERVI...	57130	06/20/2023	COLLECTION FEES MAY 2023	401-001-365-0000	114.43
AMERICAN MUNICIPAL SERVI...	57258	06/20/2023	COLLECTION FEES MAY 2023	001-001-130-0053	703.40
Vendor 05785 - AMERICAN MUNICIPAL SERVICES Total:					817.83
Vendor: 05962 - ARISTA INFORMATION SYSTEMS, INC					
ARISTA INFORMATION SYSTE...	INV-AIS-0007649	06/20/2023	WATER BILL POSTAGE MAY 2023	401-710-606-0000	3,542.84
ARISTA INFORMATION SYSTE...	INV-AIS-0007649	06/20/2023	WATER BILL PRINTING MAY 2023	401-710-606-0000	1,027.92
ARISTA INFORMATION SYSTE...	INV-AIS-0007649	06/20/2023	WATER BILL PDF MAY 2023	401-710-606-0000	135.66
Vendor 05962 - ARISTA INFORMATION SYSTEMS, INC Total:					4,706.42
Vendor: 02491 - ASSOCIATION OF FLOODPLAIN MANAGERS					
ASSOCIATION OF FLOODPLAIN...	25750	06/20/2023	CFM RENEWAL - M. JONES	001-191-686-0000	80.00
Vendor 02491 - ASSOCIATION OF FLOODPLAIN MANAGERS Total:					80.00
Vendor: 00215 - ASTRO FORD OF MISSISSIPPI INC					
ASTRO FORD OF MISSISSIPPI I...	5044355	06/20/2023	BC3Z 19980 R Control	401-751-563-0000	385.45
Vendor 00215 - ASTRO FORD OF MISSISSIPPI INC Total:					385.45
Vendor: 05619 - AT&T MOBILITY					
AT&T MOBILITY	287325745842X06052023	06/20/2023	STATE TAX CREDIT	001-001-359-0000	-23.69
AT&T MOBILITY	287325745842X06052023	06/20/2023	FIRSTNET SERVICES MAYOR	001-120-611-0000	36.09
AT&T MOBILITY	287325745842X06052023	06/20/2023	FIRSTNET SERVICES MAYOR ASST	001-120-611-0000	34.89
AT&T MOBILITY	287325745842X06052023	06/20/2023	FIRSTNET SERVICES MAYOR IPAD	001-120-611-0000	40.23
AT&T MOBILITY	287325745842X06052023	06/20/2023	FIRSTNET SERVICES HOTSPOT	001-120-611-0000	40.23
AT&T MOBILITY	287325745842X06052023	06/20/2023	FIRSTNET SERVICES CITY CLERK	001-140-611-0000	38.72
AT&T MOBILITY	287325745842X06052023	06/20/2023	FIRSTNET SERVICES BLDG	001-191-611-0000	36.09
AT&T MOBILITY	287325745842X06052023	06/20/2023	OTTERBOX FOR IPAD	001-260-603-0000	359.80
AT&T MOBILITY	287325745842X06052023	06/20/2023	FIRSTNET SERVICES THROUGH 4/27/23 - FIRE IPADS	001-260-611-0000	160.92
AT&T MOBILITY	287325745842X06052023	06/20/2023	FIRSTNET SERVICES FIRE MARSHALL	001-260-611-0000	36.09
AT&T MOBILITY	287325745842X06052023	06/20/2023	FIRSTNET SERVICES - PW ADMIN	001-300-611-0000	36.09
AT&T MOBILITY	287325745842X06052023	06/20/2023	OTTERBOX FOR IPAD	001-352-603-0000	89.95
AT&T MOBILITY	287325745842X06052023	06/20/2023	FIRSTNET SERVICES THROUGH 4/27/23 - DRAINAGE IPAD	001-352-611-0000	40.23
AT&T MOBILITY	287325745842X06052023	06/20/2023	OTTERBOX FOR IPAD	001-550-603-0000	179.90
AT&T MOBILITY	287325745842X06052023	06/20/2023	IPAD 9TH GENERATION	001-550-603-0000	425.22
AT&T MOBILITY	287325745842X06052023	06/20/2023	FIRSTNET SERVICES HWY 57 MAINT	001-550-611-0000	40.23
AT&T MOBILITY	287325745842X06052023	06/20/2023	OTTERBOX FOR IPAD	401-300-603-0000	89.95
AT&T MOBILITY	287325745842X06052023	06/20/2023	FIRSTNET SERVICES SEWER IPAD	401-751-611-0000	40.23
AT&T MOBILITY	287325745929X06052023	06/20/2023	CITY CELL PHONES COURT	001-110-611-0000	34.89
AT&T MOBILITY	287325745929X06052023	06/20/2023	CITY CELL PHONES PROJECT MGR	001-120-611-0000	34.89

6/20/2023 DOCKET OF CLAIMS

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
AT&T MOBILITY	287325745929X06052023	06/20/2023	CITY CELL PHONES HUMAN RESOURCES	001-180-611-0000	34.89
AT&T MOBILITY	287325745929X06052023	06/20/2023	CITY CELL PHONES BUILDING	001-191-611-0000	69.78
AT&T MOBILITY	287325745929X06052023	06/20/2023	CITY CELL PHONES ANIMAL CONTROL	001-200-611-0000	34.89
AT&T MOBILITY	287325745929X06052023	06/20/2023	CITY CELL PHONES WATER BILLING	001-301-611-0000	76.00
AT&T MOBILITY	287325745929X06052023	06/20/2023	CITY CELL PHONES STREET	001-301-611-0000	20.18
AT&T MOBILITY	287325745929X06052023	06/20/2023	CITY CELL PHONES DRAINAGE	001-352-611-0000	54.99
AT&T MOBILITY	287325745929X06052023	06/20/2023	CITY CELL PHONES STATE TAX CREDIT	001-352-611-0000	-80.05
AT&T MOBILITY	287325745929X06052023	06/20/2023	CITY CELL PHONES PARKS DEPT	001-550-611-0000	167.96
AT&T MOBILITY	287325745929X06052023	06/20/2023	CITY CELL PHONES WATER DEPT	401-750-611-0000	54.92
AT&T MOBILITY	287325745929X06052023	06/20/2023	CITY CELL PHONES SEWER DEPT	401-751-611-0000	69.78
Vendor 05619 - AT&T MOBILITY Total:					2,274.29
Vendor: 05742 - AT&T					
AT&T	INV0019728	06/20/2023	SPECIAL ASSEMBLY FOR PD 662 M71-4327 001 0590	001-200-611-0000	204.00
Vendor 05742 - AT&T Total:					204.00
Vendor: 06158 - AUTOZONE PARTS, INC					
AUTOZONE PARTS, INC	0216268128	06/20/2023	000097512 31-950 Heavy Duty Battery	001-352-563-0000	191.26
AUTOZONE PARTS, INC	0216289372	06/20/2023	000335291 U1R-3 DURALAST GOLD BATTERY	001-301-563-0000	119.98
Vendor 06158 - AUTOZONE PARTS, INC Total:					311.24
Vendor: 06207 - AVL WEALTHCARE, PLLC					
AVL WEALTHCARE, PLLC	143684	06/20/2023	PROGRESS BILLING #2 FYE 9/30/2022	001-140-600-0600	35,000.00
Vendor 06207 - AVL WEALTHCARE, PLLC Total:					35,000.00
Vendor: 04320 - AXON ENTERPRISE, INC.					
AXON ENTERPRISE, INC.	INUS164503	06/20/2023	Taser instructor certification course for Wallace	001-200-605-0607	495.00
Vendor 04320 - AXON ENTERPRISE, INC. Total:					495.00
Vendor: 01306 - BILOXI PAPER CO INC					
BILOXI PAPER CO INC	446945	06/20/2023	H7658QC 38x58 Clear Gal 2mil	001-550-510-0000	588.00
BILOXI PAPER CO INC	446945	06/20/2023	Tork Matic Standard White 700'	001-550-510-0000	549.50
BILOXI PAPER CO INC	446945	06/20/2023	M99 9" JRJ Tissue	001-550-510-0000	381.60
BILOXI PAPER CO INC	447076	06/20/2023	8oz styro cups	001-550-540-0540	423.70
Vendor 01306 - BILOXI PAPER CO INC Total:					1,942.80
Vendor: 04540 - BROWN, MITCHELL & ALEXANDER, INC					
BROWN, MITCHELL & ALEXA...	25137	06/20/2023	19-3651A GENERAL ENGINEERING MAY 2023	001-120-600-0612	1,552.50
BROWN, MITCHELL & ALEXA...	25138	06/20/2023	22-3822A GAY - LEMON PARK IMPROVEMENTS	318-330-600-0600	3,600.00
Vendor 04540 - BROWN, MITCHELL & ALEXANDER, INC Total:					5,152.50
Vendor: 00216 - CAN'T BE BEAT FENCE & CONSTRUCTION					
CAN'T BE BEAT FENCE & CON...	19873	06/20/2023	JACKSON AVE LIFT STATION FENCE REPAIR	401-751-630-0000	2,293.22
Vendor 00216 - CAN'T BE BEAT FENCE & CONSTRUCTION Total:					2,293.22
Vendor: 05184 - CARROLL WARREN & PARKER PLLC					
CARROLL WARREN & PARKER ...	23107	06/20/2023	MUNICIPAL GROWTH CONSULTATION 12/1 - 2/27	001-100-600-0601	31,605.00
Vendor 05184 - CARROLL WARREN & PARKER PLLC Total:					31,605.00
Vendor: 00083 - CENTER POINT ENERGY-ENTEX					
CENTER POINT ENERGY-ENTEX	INV0019841	06/20/2023	3049209-4 / 516 WASHINGTON AVE	001-193-625-0000	32.99

6/20/2023 DOCKET OF CLAIMS

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
CENTER POINT ENERGY-ENTEX	INV0019843	06/20/2023	7984165-6 / 405 HALSTEAD RD	001-301-625-0000	32.01
CENTER POINT ENERGY-ENTEX	INV0019845	06/20/2023	7984159-9 / 1018 PORTER AVE B	001-301-625-0000	32.01
CENTER POINT ENERGY-ENTEX	INV0019847	06/20/2023	3062130-4 / 1409 MIDDLE AVE	001-550-625-0000	32.01
CENTER POINT ENERGY-ENTEX	INV0019849	06/20/2023	8394283-9 / 1600 GOV'T ST	001-196-625-0000	32.99
CENTER POINT ENERGY-ENTEX	INV0019850	06/20/2023	6400671650-6 / 710 MAGNOLIA AVE	001-550-625-0000	32.01
CENTER POINT ENERGY-ENTEX	INV0019851	06/20/2023	3137039-8 / 2830 GOV'T STREET	001-260-625-0000	40.91
CENTER POINT ENERGY-ENTEX	INV0019852	06/20/2023	7455154-0 / 1018 PORTER AVE A	001-140-625-0000	40.91
CENTER POINT ENERGY-ENTEX	INV0019853	06/20/2023	9369075-8 / 3810 BIENVILLE BLVD	001-200-625-0000	100.18
CENTER POINT ENERGY-ENTEX	INV0019854	06/20/2023	3049204-5 / 512 WASHINGTON AVE	001-194-625-0000	32.01
CENTER POINT ENERGY-ENTEX	INV0019855	06/20/2023	3086932-5 / 1226 BIENVILLE BLVD	001-260-625-0000	39.92
CENTER POINT ENERGY-ENTEX	INV0019856	06/20/2023	6537669-1 / 503 DEWEY AVE GENERATOR	001-200-625-0000	32.01
CENTER POINT ENERGY-ENTEX	INV0019857	06/20/2023	3049226-8 / 1018 PORTER AVE	001-140-625-0000	32.01
CENTER POINT ENERGY-ENTEX	INV0019858	06/20/2023	9069605-5 / 3820 BIENVILLE BLVD	001-260-625-0000	70.56
CENTER POINT ENERGY-ENTEX	INV0019859	06/20/2023	6400671651-4 / 611 MAGNOLIA AVE	551-551-625-0000	53.76
CENTER POINT ENERGY-ENTEX	INV0019860	06/20/2023	3068913-7 / 720 PINE DRIVE	401-751-625-0000	32.01
CENTER POINT ENERGY-ENTEX	INV0019861	06/20/2023	3074142-5 / 724 PINE DR	001-301-625-0000	73.51
CENTER POINT ENERGY-ENTEX	INV0019862	06/20/2023	6400415252-2 / 400 ALICE ST	001-550-625-0000	34.25
CENTER POINT ENERGY-ENTEX	INV0019863	06/20/2023	6400671646-4 / 1612 GOV'T ST (HEADSTART)	551-551-625-0000	141.67
Vendor 00083 - CENTER POINT ENERGY-ENTEX Total:					917.73
Vendor: 00039 - CENTRAL PIPE SUPPLY, INC.					
CENTRAL PIPE SUPPLY, INC.	S100313537.012	06/20/2023	Ford Brass Corp Stop 2" CC X CTS	401-750-571-0000	5,278.00
Vendor 00039 - CENTRAL PIPE SUPPLY, INC. Total:					5,278.00
Vendor: 05654 - CHANCELLOR, INC.					
CHANCELLOR, INC.	020099768-01	06/20/2023	Replacement DEF Nozzle	001-350-630-0000	199.29
Vendor 05654 - CHANCELLOR, INC. Total:					199.29
Vendor: 02740 - CHARLES DALE					
CHARLES DALE	INV0019864	06/20/2023	SECURITY SERVICES 5/15 - 5/23	001-550-688-0000	120.00
Vendor 02740 - CHARLES DALE Total:					120.00
Vendor: 05687 - CHIP21, LLC					
CHIP21, LLC	4894	06/20/2023	E-OG101 Ogio calibre 2.0 polo spar blue large	001-200-535-0531	32.00
CHIP21, LLC	4894	06/20/2023	E-OG101 Ogio calibre 2.0 polo rogue grey large	001-200-535-0531	32.00
Vendor 05687 - CHIP21, LLC Total:					64.00
Vendor: 00051 - COAST CHLORINATOR & PUMP CO INC					
COAST CHLORINATOR & PUMP..75935		06/20/2023	Chlorine system maintenance Oct 2022 - Sept 2023	401-750-630-0000	3,993.25
Vendor 00051 - COAST CHLORINATOR & PUMP CO INC Total:					3,993.25
Vendor: 01714 - COASTAL FIRE AND SAFETY, LLC					
COASTAL FIRE AND SAFETY, LLC 32749		06/20/2023	UPGRADE EXISTING ACCESS CONTROL SYSTEM	008-255-916-0000	12,584.00
COASTAL FIRE AND SAFETY, LLC 33047		06/20/2023	video surveillance equipment	001-550-908-0000	425.00
COASTAL FIRE AND SAFETY, LLC 33047		06/20/2023	video surveillance equipment camera	001-550-908-0000	2,000.00
COASTAL FIRE AND SAFETY, LLC 33047		06/20/2023	32 channel video surveillance recorder	001-550-908-0000	1,230.00
Vendor 01714 - COASTAL FIRE AND SAFETY, LLC Total:					16,239.00

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Vendor: 00025 - CONTROL SYSTEMS INC					
CONTROL SYSTEMS INC	62296	06/20/2023	UWZ48E-120 ELAPSED TIME METER GRASSLIN	401-750-563-0000	110.53
Vendor 00025 - CONTROL SYSTEMS INC Total:					110.53
Vendor: 06049 - CROCKER HEATING & AIR INC					
CROCKER HEATING & AIR INC	I-3235-1	06/20/2023	CIVIC CENTER COIL CLEANING	001-195-630-0000	230.00
Vendor 06049 - CROCKER HEATING & AIR INC Total:					230.00
Vendor: 05677 - CYPRESS LANES, LLC					
CYPRESS LANES, LLC	INV0019724	06/20/2023	A and B Group Admission	001-550-690-0000	333.00
Vendor 05677 - CYPRESS LANES, LLC Total:					333.00
Vendor: 05249 - DELTA CONSTRUCTION, INC.					
DELTA CONSTRUCTION, INC.	05312023OS1	06/20/2023	CHANDELIER COVE ROAD PANELS	100-301-630-0000	44,247.00
DELTA CONSTRUCTION, INC.	05312023os2	06/20/2023	2909 Pimlico Dr Driveway & Sidewalk repair	001-301-903-0911	828.00
DELTA CONSTRUCTION, INC.	06142023OS1	06/20/2023	ROAD PANELS 3362 PERRYMAN RD	100-301-630-0000	28,812.00
DELTA CONSTRUCTION, INC.	06142023OS2	06/20/2023	MORRIS NOBLE SPLASH PAD CONCRETE REPAIR	001-550-630-0000	3,385.20
Vendor 05249 - DELTA CONSTRUCTION, INC. Total:					77,272.20
Vendor: 00227 - DOGWOOD CERAMICS					
DOGWOOD CERAMICS	6671	06/20/2023	wax resist	001-550-540-0542	75.00
DOGWOOD CERAMICS	6671	06/20/2023	kiln wash	001-550-540-0542	24.00
DOGWOOD CERAMICS	6671	06/20/2023	glaze	001-550-540-0542	299.00
Vendor 00227 - DOGWOOD CERAMICS Total:					398.00
Vendor: 05068 - DONNIE MCCLAIN'S TREE EXPERTS					
DONNIE MCCLAIN'S TREE EXP...	INV0019727	06/20/2023	4 Location- Tree trim, tree & stump Removal	001-301-630-0000	4,900.00
Vendor 05068 - DONNIE MCCLAIN'S TREE EXPERTS Total:					4,900.00
Vendor: 00864 - DPS CRIME LAB					
DPS CRIME LAB	90132421	06/20/2023	ANALYTICAL FEES JUNE 2023	001-200-699-0000	120.00
Vendor 00864 - DPS CRIME LAB Total:					120.00
Vendor: 05394 - EAGLE ENERGY INC.					
EAGLE ENERGY INC.	39001	06/20/2023	Fuel for Police, Fire, Parks at the Police Dept.	001-200-525-0000	5,821.60
Vendor 05394 - EAGLE ENERGY INC. Total:					5,821.60
Vendor: 03044 - EAST BEACH SPECIALTIES, INC.					
EAST BEACH SPECIALTIES, INC.	14842	06/20/2023	Clothing	001-191-535-0531	42.50
EAST BEACH SPECIALTIES, INC.	14842	06/20/2023	Clothing	001-191-535-0531	40.00
EAST BEACH SPECIALTIES, INC.	14842	06/20/2023	Clothing	001-191-535-0531	32.00
EAST BEACH SPECIALTIES, INC.	14842	06/20/2023	CLOTHING	001-191-535-0531	16.50
EAST BEACH SPECIALTIES, INC.	14842	06/20/2023	CLOTHING	001-191-535-0531	14.00
EAST BEACH SPECIALTIES, INC.	14889	06/20/2023	104014 table throw 6'/8' convertible NAVY BLUE	001-200-560-0000	345.75
EAST BEACH SPECIALTIES, INC.	14889	06/20/2023	ADDCHG for art/imprint setup	001-200-560-0000	45.00
Vendor 03044 - EAST BEACH SPECIALTIES, INC. Total:					535.75
Vendor: 031001 - EDDIE C. WILLIAMS					
EDDIE C. WILLIAMS	INV0019922	06/20/2023	URBAN RENEWAL PROJECT 4/1 - 4/27	001-120-600-0001	322.50
Vendor 031001 - EDDIE C. WILLIAMS Total:					322.50
Vendor: 05727 - EMERGENCY EQUIPMENT PROFESSIONALS, INC.					
EMERGENCY EQUIPMENT PR...	483190	06/20/2023	Annual Service for Fire Unit E-1	001-260-630-0000	1,630.10
EMERGENCY EQUIPMENT PR...	483410	06/20/2023	Service and Repair for Fire Unit E-1	001-260-630-0000	5,440.88
Vendor 05727 - EMERGENCY EQUIPMENT PROFESSIONALS, INC. Total:					7,070.98
Vendor: 05628 - ENGEL ELECTRIC, LLC					
ENGEL ELECTRIC, LLC	INV0019870	06/20/2023	Track mount 12"	401-751-630-0000	6.00

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
ENGEL ELECTRIC, LLC	INV0019870	06/20/2023	3 hours @ \$65 Station #53 Repair	401-751-630-0000	195.00
Vendor 05628 - ENGEL ELECTRIC, LLC Total:					201.00
Vendor: 031961 - ERICA LEVENS					
ERICA LEVENS	R00228236	06/20/2023	COMMUNITY CENTER RENTAL DEPOSIT REFUND	001-001-108-0000	300.00
Vendor 031961 - ERICA LEVENS Total:					300.00
Vendor: 03684 - EXPRESS SERVICES, INC.					
EXPRESS SERVICES, INC.	29133492	06/20/2023	TEMP EMPLOYEE HOURS W/E 6/4/23	001-352-499-0000	584.96
EXPRESS SERVICES, INC.	29166098	06/20/2023	TEMP EMPLOYEE HOURS W/E 6/11	001-352-499-0000	645.28
Vendor 03684 - EXPRESS SERVICES, INC. Total:					1,230.24
Vendor: 00419 - FAST EDDIE'S, INC					
FAST EDDIE'S, INC	124367	06/20/2023	Oil change and service for police vehicle fleet	001-200-525-0000	78.50
FAST EDDIE'S, INC	124399	06/20/2023	Oil change and service for police vehicle fleet	001-200-525-0000	87.88
FAST EDDIE'S, INC	124410	06/20/2023	Oil change and service for police vehicle fleet	001-200-525-0000	89.00
FAST EDDIE'S, INC	124414	06/20/2023	Oil change and service for police vehicle fleet	001-200-525-0000	50.88
FAST EDDIE'S, INC	124416.1	06/20/2023	Oil Change for Fire Unit F-1	001-260-630-0000	87.88
FAST EDDIE'S, INC	124416	06/20/2023	Oil change and service for police vehicle fleet	001-200-525-0000	50.88
FAST EDDIE'S, INC	124459	06/20/2023	oil change for Parks Building Maintenance vehicles	001-550-525-0000	78.50
FAST EDDIE'S, INC	124460	06/20/2023	oil change for Parks Building Maintenance vehicles	001-550-525-0000	47.00
FAST EDDIE'S, INC	124478	06/20/2023	Oil change and service for police vehicle fleet	001-200-525-0000	50.88
Vendor 00419 - FAST EDDIE'S, INC Total:					621.40
Vendor: 03427 - FASTENAL COMPANY					
FASTENAL COMPANY	MSPAS94620	06/20/2023	1011197 .11 Fruit Punch SF QwikStik	001-301-560-0000	116.00
FASTENAL COMPANY	MSPAS94620	06/20/2023	1003016 SqwinMix 2.5gal Chry	001-301-560-0000	59.90
FASTENAL COMPANY	MSPAS94620	06/20/2023	1003019 SqwinMix 2.5gal Orange	001-301-560-0000	59.90
FASTENAL COMPANY	MSPAS94620	06/20/2023	1003017 SqwinMix 2.5gal Grap	001-301-560-0000	59.90
FASTENAL COMPANY	MSPAS94620	06/20/2023	1011196 .11 Orange SF QwikStik	001-301-560-0000	116.00
FASTENAL COMPANY	MSPAS94620	06/20/2023	1017250 .11oz Grape QWK STK S	001-301-560-0000	116.00
Vendor 03427 - FASTENAL COMPANY Total:					527.70
Vendor: 00428 - FRASIER'S NURSERY, INC					
FRASIER'S NURSERY, INC	0083227	06/20/2023	mulch for Fort Maurepas	001-550-560-0000	200.00
FRASIER'S NURSERY, INC	0083234	06/20/2023	mulch for Fort Maurepas	001-550-560-0000	113.00
Vendor 00428 - FRASIER'S NURSERY, INC Total:					313.00
Vendor: 04945 - G & O SUPPLY CO., INC.					
G & O SUPPLY CO., INC.	G6987OS-2	06/20/2023	24" HP COUPLER Each	001-352-906-0000	388.32
G & O SUPPLY CO., INC.	G6987OS	06/20/2023	18" X 20' HP PIPE LF	001-352-906-0000	4,196.00
G & O SUPPLY CO., INC.	G6987OS	06/20/2023	24" X 20' HP PIPE LF	001-352-906-0000	3,708.00
G & O SUPPLY CO., INC.	G6987OS	06/20/2023	24" HP TEE Each	001-352-906-0000	1,941.04
G & O SUPPLY CO., INC.	G6987OS	06/20/2023	18" HP TEE Each	001-352-906-0000	1,883.19
G & O SUPPLY CO., INC.	G6987OS	06/20/2023	24" X 18" HP REDUCER	001-352-906-0000	810.10
G & O SUPPLY CO., INC.	G6987OS	06/20/2023	12" HP COUPLER Each	001-352-906-0000	97.02
G & O SUPPLY CO., INC.	G6987OS	06/20/2023	12" X 20' HP PIPE LF	001-352-906-0000	739.80
G & O SUPPLY CO., INC.	G6987OS	06/20/2023	18" X 12" HP REDUCER Each	001-352-906-0000	472.13
G & O SUPPLY CO., INC.	G6987OS	06/20/2023	18" HP COUPLER Each	001-352-906-0000	413.10
G & O SUPPLY CO., INC.	G6987OS	06/20/2023	12" HP TEE Each	001-352-906-0000	299.38

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
G & O SUPPLY CO., INC.	G69870S	06/20/2023	12" HP 90 DEGREE BEND Each	001-352-906-0000	175.06
G & O SUPPLY CO., INC.	G15952	06/20/2023	24" Flat Cast Iron Grate	001-352-906-0000	413.00
G & O SUPPLY CO., INC.	G15952	06/20/2023	36" HP Split coupling	001-352-906-0000	1,674.80
G & O SUPPLY CO., INC.	G15952	06/20/2023	36"x24"x36" Reducing HP Tee	001-352-906-0000	1,485.00
G & O SUPPLY CO., INC.	G15952	06/20/2023	24" HP Split coupling	001-352-906-0000	128.44
G & O SUPPLY CO., INC.	G15952	06/20/2023	36"x20' HP Pipe	001-352-906-0000	1,248.80
Vendor 04945 - G & O SUPPLY CO., INC. Total:					20,073.18
Vendor: 02948 - G & W DIESEL SERVICES, INC					
G & W DIESEL SERVICES, INC	161471	06/20/2023	Haix Eagle Air Fire Boot	001-260-551-0000	395.00
Vendor 02948 - G & W DIESEL SERVICES, INC Total:					395.00
Vendor: 01863 - GRASSMASTERS LAWN SERVICES, LLC					
GRASSMASTERS LAWN SERVI...	2023-1	06/20/2023	20 yards of Natural Brown Mulch city-wide	001-353-546-0000	900.00
GRASSMASTERS LAWN SERVI...	2023-2	06/20/2023	Natural Mulch Delivered Stock City Wide Us (20 cy)	001-353-546-0000	900.00
GRASSMASTERS LAWN SERVI...	2023-3	06/20/2023	Natural Mulch Delivered	001-353-546-0000	1,800.00
Vendor 01863 - GRASSMASTERS LAWN SERVICES, LLC Total:					3,600.00
Vendor: 02172 - GUARDIAN ALLIANCE TECHNOLOGIES, INC.					
GUARDIAN ALLIANCE TECHNO...	20060	06/20/2023	BACKGROUND SCREENING MAY 2023	001-200-602-0000	220.00
Vendor 02172 - GUARDIAN ALLIANCE TECHNOLOGIES, INC. Total:					220.00
Vendor: 00313 - GULF COAST BUSINESS SUPPLY CO INC					
GULF COAST BUSINESS SUPPLY...	253556	06/20/2023	LORELL EXECUTIVE HIGH-BACK MESH CHAIRS	001-200-501-0000	4,590.00
Vendor 00313 - GULF COAST BUSINESS SUPPLY CO INC Total:					4,590.00
Vendor: 01301 - GULF HYDRAULICS & PNEUMATICS INC					
GULF HYDRAULICS & PNEUM...	185440	06/20/2023	4 Post Cyclinder Lift	001-350-563-0000	206.52
GULF HYDRAULICS & PNEUM...	185469	06/20/2023	Additional Repairs to 4 Post Cylinder Lift	001-350-630-0000	170.00
Vendor 01301 - GULF HYDRAULICS & PNEUMATICS INC Total:					376.52
Vendor: 01053 - HANCOCK WHITNEY BANK CREDIT CARD CENTER					
HANCOCK WHITNEY BANK CR...	INV0019865	06/20/2023	ADOBE ACROBAT PRO - COURT	001-110-602-0000	15.70
HANCOCK WHITNEY BANK CR...	INV0019865	06/20/2023	AMAZON - 5 TIER GEOMETRIC BOOKCASE	001-120-500-0000	159.95
HANCOCK WHITNEY BANK CR...	INV0019865	06/20/2023	PHOENICIA GOURMET CUISINE - MYC DINNER	001-120-552-0000	676.84
HANCOCK WHITNEY BANK CR...	INV0019865	06/20/2023	ADOBE ACROBAT PRO - PROJECT MGR	001-120-602-0000	16.99
HANCOCK WHITNEY BANK CR...	INV0019865	06/20/2023	AMAZON - KEYBOARD AND MOUSE FOR COMPUTER	001-120-603-0000	51.48
HANCOCK WHITNEY BANK CR...	INV0019865	06/20/2023	MAC OF ALL TRADES - COMPUTER FOR MAYOR ASSISTANT	001-120-603-0000	1,599.99
HANCOCK WHITNEY BANK CR...	INV0019865	06/20/2023	KIM TURNER LLC - TRAINING	001-120-605-0607	125.00
HANCOCK WHITNEY BANK CR...	INV0019865	06/20/2023	MSRWA (NEXBILL) - CONFERENCE REGISTRATION FOR SH	001-120-605-0607	257.50
HANCOCK WHITNEY BANK CR...	INV0019865	06/20/2023	CLARION LEDGER	001-120-686-0000	9.99
HANCOCK WHITNEY BANK CR...	INV0019865	06/20/2023	CLARION LEDGER	001-120-686-0000	9.99
HANCOCK WHITNEY BANK CR...	INV0019865	06/20/2023	CLARION LEDGER	001-120-686-0000	11.99
HANCOCK WHITNEY BANK CR...	INV0019865	06/20/2023	THE SUN HERALD	001-120-686-0000	23.99
HANCOCK WHITNEY BANK CR...	INV0019865	06/20/2023	MAILCHIMP NEWSLETTER SERVICE	001-120-699-0000	64.20
HANCOCK WHITNEY BANK CR...	INV0019865	06/20/2023	ADOBE ACROBAT PRO - TAX DEPT	001-140-602-0000	16.99
HANCOCK WHITNEY BANK CR...	INV0019865	06/20/2023	USPS - PRR POSTAGE	001-140-606-0000	17.10
HANCOCK WHITNEY BANK CR...	INV0019865	06/20/2023	NOTARY PUBLIC - V. HUPE RENEWAL	001-140-686-0000	106.95
HANCOCK WHITNEY BANK CR...	INV0019865	06/20/2023	ADOBE CREATIVE CLOUD ALL APPS HR	001-180-602-0000	84.99

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
HANCOCK WHITNEY BANK CR...	INV0019865	06/20/2023	SHRM CERTIFICATION - M. MCDOWELL	001-180-605-0607	100.00
HANCOCK WHITNEY BANK CR...	INV0019865	06/20/2023	INDEED JOB POSTING	001-180-610-0000	359.81
HANCOCK WHITNEY BANK CR...	INV0019865	06/20/2023	SHRM MEMBERSHIP DUES - M. MCDOWELL	001-180-686-0000	294.00
HANCOCK WHITNEY BANK CR...	INV0019865	06/20/2023	ADOBE ACROBAT PRO - PLANNING	001-190-602-0000	12.38
HANCOCK WHITNEY BANK CR...	INV0019865	06/20/2023	NATCHEZ GRAND HOTEL - M. JONES	001-191-605-0607	398.85
HANCOCK WHITNEY BANK CR...	INV0019865	06/20/2023	ASFPM - CFM RENEWAL D. STRINGFELLOW	001-191-605-0607	80.00
HANCOCK WHITNEY BANK CR...	INV0019865	06/20/2023	INTL CODE COUNCIL MEMBERSHIP	001-191-686-0000	110.00
HANCOCK WHITNEY BANK CR...	INV0019865	06/20/2023	ATT - COMMUNITY CENTER INTERNET	001-194-613-0000	107.00
HANCOCK WHITNEY BANK CR...	INV0019865	06/20/2023	AMAZON - 2 PACKS OF 6 OFFICE DOOR HANGING SIGNS	001-196-500-0000	31.98
HANCOCK WHITNEY BANK CR...	INV0019865	06/20/2023	HARBOR FREIGHT - DOLLY WHEELS AND TRANSPORT CART	001-196-560-0000	156.97
HANCOCK WHITNEY BANK CR...	INV0019865	06/20/2023	ADOBE CREATIVE CLOUD ALL APPS MARY C	001-196-602-0000	84.99
HANCOCK WHITNEY BANK CR...	INV0019865	06/20/2023	HARBOR FREIGHT - RECHARGEABLE WORK LIGHTS	001-200-560-0000	139.95
HANCOCK WHITNEY BANK CR...	INV0019865	06/20/2023	ADOBE ACROBAT PRO - PW ADMIN	001-300-602-0000	16.99
HANCOCK WHITNEY BANK CR...	INV0019865	06/20/2023	AMAZON - IPHONE 12 CASE AND IPAD CASE WIT...	001-550-500-0000	52.95
HANCOCK WHITNEY BANK CR...	INV0019865	06/20/2023	LITTLE CAESARS - PIZZA FOR CAMPERS	001-550-540-0540	129.80
HANCOCK WHITNEY BANK CR...	INV0019865	06/20/2023	KNUCKLEHEADS - DINNER FOR BAND MEMBERS	010-140-703-0009	94.81
Vendor 01053 - HANCOCK WHITNEY BANK CREDIT CARD CENTER Total:					5,420.12
Vendor: 06263 - HANCOCK WHITNEY BANK					
HANCOCK WHITNEY BANK	231902	06/20/2023	LEASE 076529 CATERPILLER 308E2 EXCAVATOR	401-800-810-0009	20.15
HANCOCK WHITNEY BANK	231902	06/20/2023	LEASE 076529 CATERPILLER 308E2 EXCAVATOR	401-800-820-0009	2,177.89
HANCOCK WHITNEY BANK	231903	06/20/2023	LEASE 076530 CATERPILLAR 926M LOADER	401-800-810-0008	32.26
HANCOCK WHITNEY BANK	231903	06/20/2023	LEASE 076530 CATERPILLAR 926M LOADER	401-800-820-0008	3,486.25
Vendor 06263 - HANCOCK WHITNEY BANK Total:					5,716.55
Vendor: 03137 - HENZE ENTERPRISES, INC.					
HENZE ENTERPRISES, INC.	32155	06/20/2023	Red Sand/Clay Material Delivered	001-352-906-0000	4,250.00
Vendor 03137 - HENZE ENTERPRISES, INC. Total:					4,250.00
Vendor: 00564 - HINTON'S PAINT & SPECIALTY					
HINTON'S PAINT & SPECIALTY	25597	06/20/2023	90-1510105 Gloss (Tan) for plastic trash cans	001-351-560-0000	500.00
HINTON'S PAINT & SPECIALTY	25571	06/20/2023	Paint & Supplies for Lift Stations City Wide	401-751-560-0000	500.00
Vendor 00564 - HINTON'S PAINT & SPECIALTY Total:					1,000.00
Vendor: 03367 - HUGHES SUPPLY					
HUGHES SUPPLY	S168359744.001	06/20/2023	4284902 COLLFILT 16X25X1 FIBERGLASS	001-140-643-0000	64.08
HUGHES SUPPLY	S168359744.001	06/20/2023	4285400 16X25X2 PLEATED	001-140-643-0000	192.48
HUGHES SUPPLY	S168359744.001	06/20/2023	4260416 COLLFILT 20X20X1 FIBERGLASS	001-140-643-0000	64.08
HUGHES SUPPLY	S168359744.001	06/20/2023	4284891 COLLFILT 14X30X1 FIBERGLASS	001-140-643-0000	90.24
Vendor 03367 - HUGHES SUPPLY Total:					410.88

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Vendor: 03983 - IMAGES GALORE SIGNS LLC					
IMAGES GALORE SIGNS LLC	23-0623	06/20/2023	Marquee Banner for Job Fair	001-180-610-0000	200.00
IMAGES GALORE SIGNS LLC	23-0625	06/20/2023	wire stakes for yard signs	001-180-610-0000	17.50
IMAGES GALORE SIGNS LLC	23-0625	06/20/2023	job fair yard signs	001-180-610-0000	133.40
IMAGES GALORE SIGNS LLC	23-0625	06/20/2023	Horizontal banner	001-180-610-0000	135.00
IMAGES GALORE SIGNS LLC	23-0633	06/20/2023	No Parking Signs	001-550-908-0000	186.80
IMAGES GALORE SIGNS LLC	23-0633	06/20/2023	shoes must be worn at all times	001-550-908-0000	519.00
Vendor 03983 - IMAGES GALORE SIGNS LLC Total:					1,191.70
Vendor: 05393 - INSTITUTE FOR MARINE MAMMAL STUDIES					
INSTITUTE FOR MARINE MA...	20230601-DS	06/20/2023	IMMS Admission - Adults	001-550-690-0000	87.00
INSTITUTE FOR MARINE MA...	20230601-DS	06/20/2023	IMMS Admission - Campers	001-550-690-0000	649.00
INSTITUTE FOR MARINE MA...	20230602-DS	06/20/2023	IMMS Admission - Adults	001-550-690-0000	43.50
INSTITUTE FOR MARINE MA...	20230602-DS	06/20/2023	IMMS Group Admission	001-550-690-0000	528.00
Vendor 05393 - INSTITUTE FOR MARINE MAMMAL STUDIES Total:					1,307.50
Vendor: 00089 - J H WRIGHT & ASSOCIATES INC					
J H WRIGHT & ASSOCIATES INC	451474	06/20/2023	Motor Cord Grip Hubbell P/N02401019 Diam 1.5-1.75	401-751-563-0000	270.00
Vendor 00089 - J H WRIGHT & ASSOCIATES INC Total:					270.00
Vendor: 06238 - JACKSON COUNTY ADULT DETENTION CENTER					
JACKSON COUNTY ADULT DET...	INV0019866	06/20/2023	PRISONER HOUSING MAY 2023	001-200-520-0000	7,809.08
Vendor 06238 - JACKSON COUNTY ADULT DETENTION CENTER Total:					7,809.08
Vendor: 04290 - JACKSON COUNTY CHAMBER OF COMMERCE					
JACKSON COUNTY CHAMBER ...	33217	06/20/2023	MEMBERSHIP DUES: MUNICIPALITIES	008-650-600-0600	2,500.00
Vendor 04290 - JACKSON COUNTY CHAMBER OF COMMERCE Total:					2,500.00
Vendor: 01479 - JACKSON COUNTY UTILITY AUTHORITY					
JACKSON COUNTY UTILITY AU...	177022	06/20/2023	WATER SUBSCRIBERS WHOLESALE MAY 2023	401-750-691-0000	15,624.50
JACKSON COUNTY UTILITY AU...	177022	06/20/2023	WATER SUBSCRIBERS WHOLESALE MAY 2023	401-750-691-0001	556.63
Vendor 01479 - JACKSON COUNTY UTILITY AUTHORITY Total:					16,181.13
Vendor: 01440 - JAZZY JOHNS					
JAZZY JOHNS	INV-04286	06/20/2023	WASTE REMOVAL / PUMP SERVICE 6/5/23	401-320-688-0000	80.00
Vendor 01440 - JAZZY JOHNS Total:					80.00
Vendor: 04035 - JESSIE GALLOWAY JR					
JESSIE GALLOWAY JR	INV0019877	06/20/2023	SECURITY SERVICES 5/16 - 5/25	001-550-688-0000	330.00
Vendor 04035 - JESSIE GALLOWAY JR Total:					330.00
Vendor: 003065 - JOHN M. WARREN, INC					
JOHN M. WARREN, INC	0606923-IN	06/20/2023	49288 Structron forged compost fork CF5	001-301-548-0000	705.00
Vendor 003065 - JOHN M. WARREN, INC Total:					705.00
Vendor: 03492 - JOHNSON DIESEL INC					
JOHNSON DIESEL INC	74089	06/20/2023	LABOR SUMMARY (12HRS @ \$115/HR)	001-301-630-0000	1,380.00
JOHNSON DIESEL INC	74089	06/20/2023	8982465063 DEF DCM SENSOR	001-301-630-0000	863.46
JOHNSON DIESEL INC	74089	06/20/2023	8973599852 DIFFERENTIAL PRESSURE SENSOR(1	001-301-630-0000	630.63
JOHNSON DIESEL INC	74089	06/20/2023	8980374810/5876101570 ISUZU FUEL FILTER	001-301-630-0000	53.45
JOHNSON DIESEL INC	74089	06/20/2023	2945611040 FILTER	001-301-630-0000	30.56
JOHNSON DIESEL INC	74089	06/20/2023	SHOP SUPPLIES	001-301-630-0000	25.00
JOHNSON DIESEL INC	74090	06/20/2023	LFF5488/FF5488/33697 FUEL FILTER	401-751-630-0000	22.70
JOHNSON DIESEL INC	74090	06/20/2023	1015 STARTING FLUID	401-751-630-0000	3.90
JOHNSON DIESEL INC	74090	06/20/2023	SHOP SUPPLIES	401-751-630-0000	25.00
JOHNSON DIESEL INC	74090	06/20/2023	LABOR SUMMARY (8HRS @ \$115/HR)	401-751-630-0000	920.00

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
JOHNSON DIESEL INC	74090	06/20/2023	LFF8063/FS19687/33231 FUEL FILTER	401-751-630-0000	51.20
JOHNSON DIESEL INC	74090	06/20/2023	8200433/FLTST3906 39M STARTER 12 TEETH	401-751-630-0000	463.74
Vendor 03492 - JOHNSON DIESEL INC Total:					4,469.64
Vendor: 031921 - JONATHAN FRANK ALLEN					
JONATHAN FRANK ALLEN	23-738	06/20/2023	REFUND CASH BOND - CASE DISMISSED	001-001-130-0034	1,680.00
Vendor 031921 - JONATHAN FRANK ALLEN Total:					1,680.00
Vendor: 02891 - JP MIDSOUTH CLEANING SYSTEMS					
JP MIDSOUTH CLEANING SYST...	211798A	06/20/2023	JANITORIAL SERVICE JUNE 2023	001-196-600-0002	800.00
Vendor 02891 - JP MIDSOUTH CLEANING SYSTEMS Total:					800.00
Vendor: 031801 - KENCO FIRE EQUIPMENT, INC.					
KENCO FIRE EQUIPMENT, INC.	180019	06/20/2023	L.A. Rescue Medical Bags	001-260-560-0000	848.00
Vendor 031801 - KENCO FIRE EQUIPMENT, INC. Total:					848.00
Vendor: 02307 - KHRISTIN HOLLIMON					
KHRISTIN HOLLIMON	INV0019878	06/20/2023	SECURITY SERVICES 5/17 - 5/25	001-550-688-0000	190.00
Vendor 02307 - KHRISTIN HOLLIMON Total:					190.00
Vendor: 031951 - LAUREN MITCHELL					
LAUREN MITCHELL	R00220407	06/20/2023	CIVIC CENTER RENTAL DEPOSIT REFUND	001-001-341-0340	300.00
Vendor 031951 - LAUREN MITCHELL Total:					300.00
Vendor: 00898 - LEMON-MOHLER INSURANCE AGENCY					
LEMON-MOHLER INSURANCE ...	INV0019923	06/20/2023	COMMERCIAL PROPERTY 23-24	001-180-620-0620	205,986.74
LEMON-MOHLER INSURANCE ...	INV0019923	06/20/2023	COMMERCIAL PROPERTY 23-24	001-193-620-0620	7,633.00
LEMON-MOHLER INSURANCE ...	INV0019923	06/20/2023	COMMERCIAL PROPERTY 23-24	001-194-620-0620	7,903.00
LEMON-MOHLER INSURANCE ...	INV0019923	06/20/2023	COMMERCIAL PROPERTY 23-24	001-195-620-0620	34,695.00
LEMON-MOHLER INSURANCE ...	INV0019923	06/20/2023	COMMERCIAL PROPERTY 23-24	001-196-620-0620	74,957.00
LEMON-MOHLER INSURANCE ...	INV0019923	06/20/2023	COMMERCIAL PROPERTY 23-24	101-510-620-0620	51,701.00
LEMON-MOHLER INSURANCE ...	INV0019923	06/20/2023	COMMERCIAL PROPERTY 23-24	401-300-620-0620	43,486.00
LEMON-MOHLER INSURANCE ...	INV0019923	06/20/2023	COMMERCIAL PROPERTY 23-24	551-551-620-0620	74,159.00
LEMON-MOHLER INSURANCE ...	INV0019924	06/20/2023	COMMERCIAL AUTO RENEWAL EMC INSURANCE	001-180-620-0621	71,393.84
LEMON-MOHLER INSURANCE ...	INV0019924	06/20/2023	COMMERCIAL AUTO RENEWAL EMC INSURANCE	401-300-620-0621	6,208.16
LEMON-MOHLER INSURANCE ...	INV0019925	06/20/2023	GOLF CART INSURANCE RENEWAL EMC INSURANCE	001-180-620-0621	481.00
LEMON-MOHLER INSURANCE ...	INV0019926	06/20/2023	OCEAN MARINE POLICY RENEWAL ATLANTIC SPECIALTY	001-180-620-0621	7,132.00
Vendor 00898 - LEMON-MOHLER INSURANCE AGENCY Total:					585,735.74
Vendor: 03109 - LEXIS-NEXIS					
LEXIS-NEXIS	3094532613	06/20/2023	MONTHLY SUBSCRIPTION - MAY 2023	001-110-602-0000	128.00
Vendor 03109 - LEXIS-NEXIS Total:					128.00
Vendor: 00510 - LOWE'S HOME CENTERS INC					
LOWE'S HOME CENTERS INC	984352	06/20/2023	Light Bars for outdoor night events	001-196-560-0000	170.76
LOWE'S HOME CENTERS INC	915541	06/20/2023	Craftsman Push mower M230	001-550-916-0000	436.05
LOWE'S HOME CENTERS INC	964586	06/20/2023	#1120723 CRAFTSMAN - 24-in Lawn&Leaf Rake	001-352-548-0000	398.76
LOWE'S HOME CENTERS INC	964589	06/20/2023	Item #530411DEWALT 10-in 15-AmpTable Saw withStand	001-351-548-0000	521.55
LOWE'S HOME CENTERS INC	974963	06/20/2023	Spring Planting for Caboose & City Hall	001-353-546-0000	431.88
LOWE'S HOME CENTERS INC	921048	06/20/2023	Spring Planting for Caboose & City Hall	001-353-546-0000	73.01
LOWE'S HOME CENTERS INC	921684	06/20/2023	Spring Planting for Caboose & City Hall	001-353-546-0000	222.06

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
LOWE'S HOME CENTERS INC	921836	06/20/2023	Spring Planting for Caboose & City Hall	001-353-546-0000	255.99
LOWE'S HOME CENTERS INC	915622	06/20/2023	garbage pickers for rec department	001-550-560-0000	327.45
Vendor 00510 - LOWE'S HOME CENTERS INC Total:					2,837.51
Vendor: 01740 - MAILE BAHR					
MAILE BAHR	INV0019879	06/20/2023	BASKETBALL SCOREKEEPING 5/15 - 5/25	001-550-688-0000	126.00
Vendor 01740 - MAILE BAHR Total:					126.00
Vendor: 02431 - MARCUS S. BURNHAM, JR.					
MARCUS S. BURNHAM, JR.	5091	06/20/2023	320239 BLADE-18 HIGH-LIFT NOTCH	001-301-563-0000	359.00
MARCUS S. BURNHAM, JR.	5091	06/20/2023	320234 BLADE-15 HIGH-LIFT NOTCH	001-301-563-0000	216.00
Vendor 02431 - MARCUS S. BURNHAM, JR. Total:					575.00
Vendor: 031931 - MARGARET ANTHES					
MARGARET ANTHES	3ZO4 705834	06/20/2023	REFUND - RENTAL CANCELLED	001-196-342-0000	280.88
Vendor 031931 - MARGARET ANTHES Total:					280.88
Vendor: 003128 - MASSETT SUPPLY COMPANY INC.					
MASSETT SUPPLY COMPANY I...	784258	06/20/2023	TIRE REP EMERGENCY KIT	001-550-563-0000	12.49
MASSETT SUPPLY COMPANY I...	789454	06/20/2023	FUSE KIT	001-550-563-0000	23.32
MASSETT SUPPLY COMPANY I...	789933	06/20/2023	Part #: FIL 4579NAPA	001-300-563-0000	14.22
MASSETT SUPPLY COMPANY I...	789933	06/20/2023	Enviroshield Air Filter#1	001-300-563-0000	7.20
			Part#SFI 21372		
MASSETT SUPPLY COMPANY I...	789933	06/20/2023	OilFilterProSelect)All Ford Trucks	001-301-563-0000	10.80
			Part#SFI 21372		
MASSETT SUPPLY COMPANY I...	789933	06/20/2023	OilFilterProSelect)All Ford Trucks	001-301-563-0000	319.96
			Part #: BK 8211081HD MIRROR		
MASSETT SUPPLY COMPANY I...	789933	06/20/2023	All freightlinerDmpTrk	001-301-563-0000	90.36
			Part #: FIL 7744XD Oil Filter		
MASSETT SUPPLY COMPANY I...	789933	06/20/2023	Gold # 119 Street	001-350-548-0000	69.90
			Part #: BK 7101184Tire Repair		
MASSETT SUPPLY COMPANY I...	789933	06/20/2023	Tool Super Grip	001-350-563-0000	3.60
			Part#SFI 21372		
MASSETT SUPPLY COMPANY I...	789933	06/20/2023	OilFilterProSelect)All Ford Trucks	001-350-563-0000	447.00
			Part #: BK 7101640Tire Repair		
MASSETT SUPPLY COMPANY I...	789933	06/20/2023	Insert / Plug	001-352-563-0000	7.20
			Part#SFI 21372		
MASSETT SUPPLY COMPANY I...	789933	06/20/2023	OilFilterProSelect)All Ford Trucks	001-352-563-0000	54.96
			Part #: FIL 600586Fuel Filter		
MASSETT SUPPLY COMPANY I...	789933	06/20/2023	#60 Drainage	001-352-563-0000	137.32
			Part #: FIL 9131Air Filter (Gold)		
MASSETT SUPPLY COMPANY I...	789933	06/20/2023	Cat #60Drainage	401-750-563-0000	14.20
			Part #: FIL 1516Oil Filter (Gold)		
MASSETT SUPPLY COMPANY I...	789933	06/20/2023	#83 Water Ranger	401-750-563-0000	78.54
			Part #: FIL 9463 Air Filter (Gold)		
MASSETT SUPPLY COMPANY I...	789933	06/20/2023	#79 Cat Sewer	401-750-563-0000	14.22
			Part #: FIL 4579NAPA		
MASSETT SUPPLY COMPANY I...	789933	06/20/2023	Enviroshield Air Filter-#41	401-750-563-0000	7.20
			Part #: SFI 27060Oil Filter		
MASSETT SUPPLY COMPANY I...	789933	06/20/2023	(ProSelect) #41Water	401-750-563-0000	7.20
			Part#SFI 21372		
MASSETT SUPPLY COMPANY I...	789933	06/20/2023	OilFilterProSelect)All Ford Trucks	401-750-563-0000	26.68
			Part #: FIL 2725 NAPA Gold Air		
MASSETT SUPPLY COMPANY I...	789933	06/20/2023	Filter #41Water	401-750-563-0000	70.44
			Par #FIL6562NAPA Gol Air		
MASSETT SUPPLY COMPANY I...	789933	06/20/2023	Filter#194 Backhoe Water		

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
MASSETT SUPPLY COMPANY I...	789933	06/20/2023	Part #: FIL 2725 NAPA Gold Air Filter #1 Admin	401-750-563-0000	26.68
MASSETT SUPPLY COMPANY I...	789933	06/20/2023	Part #: FIL 6870 NAPA Gold Air Filter #114 Water	401-750-563-0000	125.86
MASSETT SUPPLY COMPANY I...	789933	06/20/2023	Part#SFI 21372 OilFilterProSelect)All Ford Trucks	401-751-563-0000	7.20
MASSETT SUPPLY COMPANY I...	790392	06/20/2023	OIL FILTER, OIL, GORILLA TAPE	001-550-563-0000	51.28
MASSETT SUPPLY COMPANY I...	41207972	06/20/2023	FIX A FLAT, TIRE GAUGE	001-550-563-0000	14.92
MASSETT SUPPLY COMPANY I...	790411	06/20/2023	((790411) 532957 Sensor ABS Speed	001-300-563-0000	52.19
MASSETT SUPPLY COMPANY I...	790411	06/20/2023	(730411) 4027 Fuel Filter	001-300-563-0000	15.71
MASSETT SUPPLY COMPANY I...	790627	06/20/2023	(790627) PF-7867M Disc Pad	001-300-563-0000	31.99
MASSETT SUPPLY COMPANY I...	790627	06/20/2023	790627) PF-7991M Disc Pad	001-300-563-0000	31.99
MASSETT SUPPLY COMPANY I...	790627	06/20/2023	(790627) 4655219625K Blower motor kit	001-301-563-0000	140.90
MASSETT SUPPLY COMPANY I...	790627	06/20/2023	(790627) 20V 5 AH BATT DBL PK	001-350-563-0000	239.00
MASSETT SUPPLY COMPANY I...	790627	06/20/2023	(790627) 409559 CORE A/C Valve	001-351-563-0000	16.40
MASSETT SUPPLY COMPANY I...	790627	06/20/2023	(790627) 219301 Idler pulley	001-351-563-0000	11.20
MASSETT SUPPLY COMPANY I...	790627	06/20/2023	(790627) 6K795 Serpentine Belt	001-351-563-0000	16.09
MASSETT SUPPLY COMPANY I...	790747	06/20/2023	(790747) 4852 Spark Plugs (weed eaters/Blower)	001-301-563-0000	21.28
MASSETT SUPPLY COMPANY I...	790747	06/20/2023	(790747) 4157NALL-N Boxed Minatures Bulbs	001-301-563-0000	48.70
MASSETT SUPPLY COMPANY I...	790764	06/20/2023	I.M. GLOSS WHITE	001-550-563-0000	50.02
MASSETT SUPPLY COMPANY I...	790257	06/20/2023	(790257) 7151766 Hose Nozzle	001-301-563-0000	30.98
MASSETT SUPPLY COMPANY I...	790257	06/20/2023	(790257)715-1721 Nozzle	001-301-563-0000	13.98
MASSETT SUPPLY COMPANY I...	790891	06/20/2023	SPARK PLUG	001-260-563-0000	4.09
MASSETT SUPPLY COMPANY I...	791079	06/20/2023	ABS SPEED SENSOR, PENETRANT WITH FLEX	001-550-563-0000	99.68
MASSETT SUPPLY COMPANY I...	791158	06/20/2023	OIL, LINCH PIN, CUT WHL	001-550-563-0000	35.41
MASSETT SUPPLY COMPANY I...	791235	06/20/2023	9520P Purple power car wash	001-200-560-0000	8.92
MASSETT SUPPLY COMPANY I...	791236	06/20/2023	2607225 Control arm and ball	001-200-563-0000	106.08
MASSETT SUPPLY COMPANY I...	791236	06/20/2023	2607226 Control arm and ball	001-200-563-0000	106.08
MASSETT SUPPLY COMPANY I...	791236	06/20/2023	2608146 Control arm	001-200-563-0000	218.72
MASSETT SUPPLY COMPANY I...	791252	06/20/2023	NAPA MULTIMETER, SWAB CONCRETE CLEANER	001-550-563-0000	126.65
MASSETT SUPPLY COMPANY I...	791738	06/20/2023	SEALLEAD ACID BATTERY	001-260-563-0000	126.95
MASSETT SUPPLY COMPANY I...	791061	06/20/2023	INV 791161 655219625K BLOWER MOTOR KIT	001-301-563-0000	97.05
MASSETT SUPPLY COMPANY I...	791061	06/20/2023	iNV 791162 126 GAL DEX III	001-350-560-0000	43.10
MASSETT SUPPLY COMPANY I...	791162	06/20/2023	INV 791161 126 GAL DEX III	001-350-560-0000	43.10
MASSETT SUPPLY COMPANY I...	791162	06/20/2023	iNV 791162 710-1184 Needle	001-350-560-0000	97.86
MASSETT SUPPLY COMPANY I...	791744	06/20/2023	SPECIAL BELT B 21/32"	001-550-563-0000	58.49
MASSETT SUPPLY COMPANY I...	791768	06/20/2023	NITRILE DISPOSABLE GLOVE	001-550-563-0000	41.53
Vendor 003128 - MASSETT SUPPLY COMPANY INC. Total:					3,576.89
Vendor: 030961 - MCCLATCHY COMPANY LLC					
MCCLATCHY COMPANY LLC	193580	06/20/2023	424869 - AD FOR BIDS TACONI ROOF PROJECT	001-140-610-0000	159.20
MCCLATCHY COMPANY LLC	193580	06/20/2023	424868 - AD FOR BIDS - FT MAUREPAS STAGE COVER	001-140-610-0000	160.74
MCCLATCHY COMPANY LLC	193580	06/20/2023	425476 - AD FOR BIDS GAY LEMON PARK RENOVATIONS	001-140-610-0000	131.20
MCCLATCHY COMPANY LLC	193580	06/20/2023	424888 - AD FOR BIDS - WATER/SEWER/DRAIN PROJECTS	001-140-610-0000	118.28
MCCLATCHY COMPANY LLC	193580	06/20/2023	426028 - PUBLIC HEARING 3419 BIENVILLE	001-140-610-0000	42.76

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
MCCLATCHY COMPANY LLC	193580	06/20/2023	419209 - SUMMARY EXPLANATION UDC CH. 3 AMENDMENT	001-190-610-0000	38.80
MCCLATCHY COMPANY LLC	193580	06/20/2023	419208 - SUMMARY EXPLANATION UDC AMENDMENT	001-190-610-0000	35.92
MCCLATCHY COMPANY LLC	193580	06/20/2023	422593 - SUMMARY EXPLANATION ORDINANCE 2023-07	001-190-610-0000	34.48
MCCLATCHY COMPANY LLC	193580	06/20/2023	417657 - SUMMARY EXPLANATION ORDINANCE 13- 1976	001-190-610-0000	34.00
MCCLATCHY COMPANY LLC	193580	06/20/2023	423566 - PUBLIC HEARING SAVANNAH ESTATES PLAT AMEN	001-190-610-0000	43.96
MCCLATCHY COMPANY LLC	193580	06/20/2023	420824 - HURRICANE FLOOD NOTICE	001-191-610-0000	79.84
Vendor 030961 - MCCLATCHY COMPANY LLC Total:					879.18
Vendor: 02610 - MID SOUTH UNIFORM & SUPPLY, INC.					
MID SOUTH UNIFORM & SUPP...640303		06/20/2023	Name tape Police	001-200-535-0531	12.00
MID SOUTH UNIFORM & SUPP...640303		06/20/2023	Name Tape Kirkland	001-200-535-0531	6.00
MID SOUTH UNIFORM & SUPP...640303		06/20/2023	Name Tape Mammoser	001-200-535-0531	6.00
MID SOUTH UNIFORM & SUPP...640303		06/20/2023	SBA-STP=5x8 Soft trauma plate	001-200-535-0531	50.00
MID SOUTH UNIFORM & SUPP...640303		06/20/2023	SBA-M2 SBA M2 Concealable carrier	001-200-535-0531	195.00
MID SOUTH UNIFORM & SUPP...640303		06/20/2023	SBA-BCC-6565 SBA Bothel City Carrier	001-200-535-0531	480.00
MID SOUTH UNIFORM & SUPP...640303		06/20/2023	SBA-XT03 IIM Xtreme Lvl II vest Mammoser	001-200-535-0531	730.00
MID SOUTH UNIFORM & SUPP...640303		06/20/2023	SBA-XT03-IIM Xtreme Lvl II vest Kirkland	001-200-535-0531	730.00
MID SOUTH UNIFORM & SUPP...640303		06/20/2023	BWR Skin modify carrier for camera	001-200-535-0531	56.00
MID SOUTH UNIFORM & SUPP...640303		06/20/2023	ID PTCH-V1PD Back patch Police	001-200-535-0531	13.90
MID SOUTH UNIFORM & SUPP...640306		06/20/2023	74369190 5.qq Stryke pant 36x34	001-200-535-0531	82.00
MID SOUTH UNIFORM & SUPP...640306		06/20/2023	72175190 Taclite pro L/S shirt Large	001-200-535-0531	136.00
MID SOUTH UNIFORM & SUPP...640306		06/20/2023	72175190 Taclite pro L/S XL	001-200-535-0531	244.00
MID SOUTH UNIFORM & SUPP...640306		06/20/2023	74369190 5.11 Stryke pant 36x32	001-200-535-0531	246.00
MID SOUTH UNIFORM & SUPP...640306		06/20/2023	74369190 5.11 Stryke pant Grn 36x30	001-200-535-0531	246.00
Vendor 02610 - MID SOUTH UNIFORM & SUPPLY, INC. Total:					3,232.90
Vendor: 05276 - MISSION COMMUNICATIONS, LLC					
MISSION COMMUNICATIONS, ...1076687		06/20/2023	CP625 Printed Circuit Board - Main	401-750-571-0000	1,610.00
Vendor 05276 - MISSION COMMUNICATIONS, LLC Total:					1,610.00
Vendor: 03111 - MISSISSIPPI DEVELOPMENT AUTHORITY					
MISSISSIPPI DEVELOPMENT A... INV0019880		06/20/2023	GMS: 50466	401-800-810-0005	163.80
MISSISSIPPI DEVELOPMENT A... INV0019880		06/20/2023	GMS: 50466	401-800-820-0005	1,707.80
Vendor 03111 - MISSISSIPPI DEVELOPMENT AUTHORITY Total:					1,871.60
Vendor: 04056 - MISSISSIPPI POWER					
MISSISSIPPI POWER	INV0019881	06/20/2023	17231-93281 2230 GOVT ST, TACONI BB LIGHTING	001-301-625-0000	154.58
MISSISSIPPI POWER	INV0019881	06/20/2023	01267-96030 3199 GOVERNEMENT ST TRAFFIC LIGHT	001-301-625-0000	50.14
MISSISSIPPI POWER	INV0019881	06/20/2023	21030-05065 1409 GOVERNMENT ST METER FOR LIGHTS	001-301-625-0000	59.30

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
MISSISSIPPI POWER	INV0019881	06/20/2023	08716-53020 927 WASHINGTON AVE - FESTIVAL POLE 2	001-301-625-0000	53.89
MISSISSIPPI POWER	INV0019881	06/20/2023	40636-48013 2230 GOVERNMENT ST NEW SCHOOL CROSSIN	001-301-625-0000	50.76
MISSISSIPPI POWER	INV0019881	06/20/2023	11912-91032 1018 PORTER CHRISTMAS LIGHTS	001-301-625-0000	50.14
MISSISSIPPI POWER	INV0019881	06/20/2023	00739-95034 1702 DR JESSEE L TROTTER ST RESTROOM	001-550-625-0000	65.67
Vendor 04056 - MISSISSIPPI POWER Total:					484.48
Vendor: 00156 - MISSISSIPPI POWER COMPANY					
MISSISSIPPI POWER COMPANY	INV0019882	06/20/2023	03661-61006 1018 PORTER ST	001-140-625-0000	1,027.31
MISSISSIPPI POWER COMPANY	INV0019882	06/20/2023	03451-61042 1014 PORTER ST	001-140-625-0000	330.23
MISSISSIPPI POWER COMPANY	INV0019882	06/20/2023	02191-61001 512 WASH AVE SENIOR CENTER	001-193-625-0000	465.80
MISSISSIPPI POWER COMPANY	INV0019882	06/20/2023	01771-61009 512 WASH. AVE. COMMUNITY CENTER	001-194-625-0000	770.39
MISSISSIPPI POWER COMPANY	INV0019882	06/20/2023	43938-12027 1600 GOVT ST. MARY O KEEFE	001-196-625-0000	3,061.34
MISSISSIPPI POWER COMPANY	INV0019882	06/20/2023	39097-91021 MARY C OUTDOOR LIGHTS	001-196-625-0000	98.53
MISSISSIPPI POWER COMPANY	INV0019882	06/20/2023	06561-63012 500 BIENVILLE BLVD	001-197-625-0000	80.19
MISSISSIPPI POWER COMPANY	INV0019882	06/20/2023	09418-25010 731 WASHINGTON AVE	001-197-625-0000	31.65
MISSISSIPPI POWER COMPANY	INV0019882	06/20/2023	04291-61008 523 DEWEY AVE	001-200-625-0000	586.31
MISSISSIPPI POWER COMPANY	INV0019882	06/20/2023	56971-62007 2850 GOVT ST. - FD	001-260-625-0000	311.89
MISSISSIPPI POWER COMPANY	INV0019882	06/20/2023	12021-63005 1226 BIENVILLE BLVD	001-260-625-0000	578.45
MISSISSIPPI POWER COMPANY	INV0019882	06/20/2023	22981-63016 726 PINE DR	001-300-625-0000	592.10
MISSISSIPPI POWER COMPANY	INV0019882	06/20/2023	23821-63002 712 PINE DR	001-300-625-0000	290.13
MISSISSIPPI POWER COMPANY	INV0019882	06/20/2023	22351-62028 712 PINE DR	001-300-625-0000	103.42
MISSISSIPPI POWER COMPANY	INV0019882	06/20/2023	22771-63016 710 PINE DRIVE	001-300-625-0000	434.96
MISSISSIPPI POWER COMPANY	INV0019882	06/20/2023	23191-63009 712 PINE DRIVE UNIT A	001-300-625-0000	621.99
MISSISSIPPI POWER COMPANY	INV0019882	06/20/2023	09555-13014 619 WASHINGTON AVE	001-301-625-0000	57.38
MISSISSIPPI POWER COMPANY	INV0019882	06/20/2023	04081-61017 520 DEWEY AVE	001-301-625-0000	50.90
MISSISSIPPI POWER COMPANY	INV0019882	06/20/2023	89121-61005 801 HOLCOMB BLVD	001-301-625-0000	56.90
MISSISSIPPI POWER COMPANY	INV0019882	06/20/2023	04398-10027 95 ASHLEY PLACE	001-301-625-0000	50.90
MISSISSIPPI POWER COMPANY	INV0019882	06/20/2023	16987-49004 19 GENERAL PERSHING AVE SHEARWATER	001-301-625-0000	51.79
MISSISSIPPI POWER COMPANY	INV0019882	06/20/2023	23857-94009 725 PINE DR	001-301-625-0000	50.71
MISSISSIPPI POWER COMPANY	INV0019882	06/20/2023	08435-88152 500 FRONT BEACH DR	001-301-625-0000	50.71
MISSISSIPPI POWER COMPANY	INV0019882	06/20/2023	05432-61187 3101 BREEZY HILL LN	001-301-625-0000	50.61
MISSISSIPPI POWER COMPANY	INV0019882	06/20/2023	14196-61145 712 PINE DR	001-301-625-0000	56.60
MISSISSIPPI POWER COMPANY	INV0019882	06/20/2023	33475-02017 916 MLK JR	001-301-625-0000	54.28
MISSISSIPPI POWER COMPANY	INV0019882	06/20/2023	53601-61007 3000 BIENVILLE	001-301-625-0000	54.34
MISSISSIPPI POWER COMPANY	INV0019882	06/20/2023	64321-63003 3420 GOVT ST	001-301-625-0000	50.57
MISSISSIPPI POWER COMPANY	INV0019882	06/20/2023	51741-62018 2339 GOVT STREET	001-301-625-0000	57.74
MISSISSIPPI POWER COMPANY	INV0019882	06/20/2023	18214-06027 1599 BIENVILLE BLVD	001-301-625-0000	52.12
MISSISSIPPI POWER COMPANY	INV0019882	06/20/2023	14791-62001 1802 GOVT STREET	001-301-625-0000	52.45
MISSISSIPPI POWER COMPANY	INV0019882	06/20/2023	03753-61078 1103 BRISTOL BLVD	001-301-625-0000	53.16

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
MISSISSIPPI POWER COMPANY	INV0019882	06/20/2023	08852-33170 1010 GOVT STREET	001-301-625-0000	53.16
MISSISSIPPI POWER COMPANY	INV0019882	06/20/2023	03799-68019 1102 BIENVILLE BLVD	001-301-625-0000	53.45
MISSISSIPPI POWER COMPANY	INV0019882	06/20/2023	32449-80008 809 WASHINGTON AVE	001-301-625-0000	53.89
MISSISSIPPI POWER COMPANY	INV0019882	06/20/2023	59394-34031 927 WASHINGTON AVE	001-301-625-0000	53.89
MISSISSIPPI POWER COMPANY	INV0019882	06/20/2023	41176-44018 / 1025 GOVERNMENT ST	001-301-625-0000	56.09
MISSISSIPPI POWER COMPANY	INV0019882	06/20/2023	99841-61005 317 CALHOUN ST	001-301-625-0000	57.89
MISSISSIPPI POWER COMPANY	INV0019882	06/20/2023	09291-63002 1102 BIENVILLE BLVD	001-301-625-0000	85.42
MISSISSIPPI POWER COMPANY	INV0019882	06/20/2023	29711-61021 / 1000 WASHINGTON AVE (MARSHALL PARK)	001-301-625-0000	58.28
MISSISSIPPI POWER COMPANY	INV0019882	06/20/2023	20681-64001 STREET LIGHTS	001-301-625-0000	24,107.05
MISSISSIPPI POWER COMPANY	INV0019882	06/20/2023	67681-51002 499 FRONT BEACH DR	001-301-625-0000	547.81
MISSISSIPPI POWER COMPANY	INV0019882	06/20/2023	22141-61003 1400 MIDDLE AVE	001-301-625-0000	471.36
MISSISSIPPI POWER COMPANY	INV0019882	06/20/2023	20051-64001 714 PINE DRIVE	001-301-625-0000	339.14
MISSISSIPPI POWER COMPANY	INV0019882	06/20/2023	46389-82004 499 FRONT BEACH DR	001-301-625-0000	241.47
MISSISSIPPI POWER COMPANY	INV0019882	06/20/2023	36122-11009 1403 GOVT STREET	001-301-625-0000	185.83
MISSISSIPPI POWER COMPANY	INV0019882	06/20/2023	04097-78132 297 FRONT BEACH DR	001-301-625-0000	167.96
MISSISSIPPI POWER COMPANY	INV0019882	06/20/2023	18099-70073 598 FRONT BEACH DR	001-301-625-0000	150.75
MISSISSIPPI POWER COMPANY	INV0019882	06/20/2023	25770-40023 1104 GOVT STREET	001-301-625-0000	129.00
MISSISSIPPI POWER COMPANY	INV0019882	06/20/2023	10041-29089 98 FRONT BEACH METERED LIGHTING	001-301-625-0000	124.70
MISSISSIPPI POWER COMPANY	INV0019882	06/20/2023	19352-15205 702 CHURCH ST	001-301-625-0000	104.03
MISSISSIPPI POWER COMPANY	INV0019882	06/20/2023	81991-61001 918 CALHOUN ST	001-301-625-0000	93.20
MISSISSIPPI POWER COMPANY	INV0019882	06/20/2023	57831-62000 417 HOLCOMB BLVD	001-301-625-0000	87.44
MISSISSIPPI POWER COMPANY	INV0019882	06/20/2023	91431-61003 1005 THORN SCHOOL	001-301-625-0000	50.33
MISSISSIPPI POWER COMPANY	INV0019882	06/20/2023	24456-60017 98 FRONT BEACH DRIVE	001-301-625-0000	58.19
MISSISSIPPI POWER COMPANY	INV0019882	06/20/2023	11445-27007 / 927 WASHINGTON AVE TEMP POLE	001-301-625-0000	84.14
MISSISSIPPI POWER COMPANY	INV0019882	06/20/2023	09399-64084 3155 BIENVILLE BLVD	001-301-625-0000	79.06
MISSISSIPPI POWER COMPANY	INV0019882	06/20/2023	05790-80041 1600 GOVT ST UNIT B	001-301-625-0000	73.73
MISSISSIPPI POWER COMPANY	INV0019882	06/20/2023	01239-32141 2651 GOV'T ST	001-301-625-0000	67.93
MISSISSIPPI POWER COMPANY	INV0019882	06/20/2023	66831-61002 2107 BIENVILLE	001-301-625-0000	65.77
MISSISSIPPI POWER COMPANY	INV0019882	06/20/2023	62841-61008 2701 BIENVILLE	001-301-625-0000	64.36
MISSISSIPPI POWER COMPANY	INV0019882	06/20/2023	59901-61008 1103 BRISTOL BLVD	001-301-625-0000	63.78
MISSISSIPPI POWER COMPANY	INV0019882	06/20/2023	46681-63008 2850 GOVT STREET CAUTION LIGHT	001-301-625-0000	62.28
MISSISSIPPI POWER COMPANY	INV0019882	06/20/2023	21879-95000 1101 BOWEN AVE	001-301-625-0000	62.28
MISSISSIPPI POWER COMPANY	INV0019882	06/20/2023	17221-52008 2014 BIENVILLE BLVD TRAFFIC LIGHT	001-301-625-0000	61.80
MISSISSIPPI POWER COMPANY	INV0019882	06/20/2023	03457-56023 1314 GOVERNMENT ST	001-301-625-0000	59.73
MISSISSIPPI POWER COMPANY	INV0019882	06/20/2023	01117-60046 1101 DESOTO ST	001-301-625-0000	59.59

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
MISSISSIPPI POWER COMPANY	INV0019882	06/20/2023	43430-85025 2901 GOVT TRAFFIC	001-301-625-0000	59.45
MISSISSIPPI POWER COMPANY	INV0019882	06/20/2023	18934-23063 1600 GOVT STREET	001-301-625-0000	58.73
MISSISSIPPI POWER COMPANY	INV0019882	06/20/2023	28595-76017 / 1226 BIENVILLE BLVD	001-301-625-0000	58.31
MISSISSIPPI POWER COMPANY	INV0019882	06/20/2023	79011-61007 1504 BIENVILLE BLVD	001-301-625-0000	80.48
MISSISSIPPI POWER COMPANY	INV0019882	06/20/2023	39541-62007 436 HANLEY RD - SCHOOL CAUTION	001-301-625-0000	50.28
MISSISSIPPI POWER COMPANY	INV0019882	06/20/2023	18210-80112 100 EARLE TAYLOR	001-301-625-0000	57.26
MISSISSIPPI POWER COMPANY	INV0019882	06/20/2023	20199-66139 1011 DESOTO ST	001-301-625-0000	50.14
MISSISSIPPI POWER COMPANY	INV0019882	06/20/2023	02014-61047 400 HOLCOMB BLVD TRAFFIC LIGHT	001-301-625-0000	50.14
MISSISSIPPI POWER COMPANY	INV0019882	06/20/2023	05434-88053 1017 DESOTO ST	001-301-625-0000	50.14
MISSISSIPPI POWER COMPANY	INV0019882	06/20/2023	01834-84166 1802 GOVT STREET	001-301-625-0000	26.16
MISSISSIPPI POWER COMPANY	INV0019882	06/20/2023	08550-38041 919 CASH ALLEY	001-301-625-0000	50.14
MISSISSIPPI POWER COMPANY	INV0019882	06/20/2023	10299-70019 690 WASHINGTON AVE	001-301-625-0000	50.14
MISSISSIPPI POWER COMPANY	INV0019882	06/20/2023	22924-14005 STREET LIGHTS OSU2	001-301-625-0000	49.28
MISSISSIPPI POWER COMPANY	INV0019882	06/20/2023	39331-62007 158 LAFAYETTE CIRCLE SCHOOL CAUTION	001-301-625-0000	50.28
MISSISSIPPI POWER COMPANY	INV0019882	06/20/2023	80521-62006 511 WASHINGTON AVE	001-301-625-0000	50.14
MISSISSIPPI POWER COMPANY	INV0019882	06/20/2023	47301-61005 1109 IBERVILLE DR	001-301-625-0000	23.12
MISSISSIPPI POWER COMPANY	INV0019882	06/20/2023	27570-71026 590 WASHINGTON AVE	001-301-625-0000	23.01
MISSISSIPPI POWER COMPANY	INV0019882	06/20/2023	00911-62042 312 ALICE ST	001-301-625-0000	16.05
MISSISSIPPI POWER COMPANY	INV0019882	06/20/2023	02417-20052 920 CASH ALLEY	001-301-625-0000	50.23
MISSISSIPPI POWER COMPANY	INV0019882	06/20/2023	45432-83007 1015 DESOTO ST	001-301-625-0000	50.14
MISSISSIPPI POWER COMPANY	INV0019882	06/20/2023	00931-24022 1409 MIDDLE AVE	001-550-625-0000	410.14
MISSISSIPPI POWER COMPANY	INV0019882	06/20/2023	24451-62007 1425 PORTER ST	001-550-625-0000	339.27
MISSISSIPPI POWER COMPANY	INV0019882	06/20/2023	43111-61005 214 MORRIS NOBLE RD	001-550-625-0000	417.90
MISSISSIPPI POWER COMPANY	INV0019882	06/20/2023	54249-57018 400 ALICE ST SHED	001-550-625-0000	185.80
MISSISSIPPI POWER COMPANY	INV0019882	06/20/2023	47721-61005 1805 KENSINGTON AVE INNER HARBOR	001-550-625-0000	58.89
MISSISSIPPI POWER COMPANY	INV0019882	06/20/2023	11109-44003 214 MORRIS NOBLE RD PUMP/SPRAY PARK	001-550-625-0000	54.34
MISSISSIPPI POWER COMPANY	INV0019882	06/20/2023	10679-55016 405-B HALSTEAD RD TENNIS PAVILLION	001-550-625-0000	162.66
MISSISSIPPI POWER COMPANY	INV0019882	06/20/2023	23401-63002 726 PINE DR	001-550-625-0000	145.66
MISSISSIPPI POWER COMPANY	INV0019882	06/20/2023	61201-62018 PARK COMM 902 MLK	001-550-625-0000	60.58
MISSISSIPPI POWER COMPANY	INV0019882	06/20/2023	47511-61005 499 FRONT BEACH	001-550-625-0000	122.73
MISSISSIPPI POWER COMPANY	INV0019882	06/20/2023	21311-64006 902 MLK JR	001-550-625-0000	107.77
MISSISSIPPI POWER COMPANY	INV0019882	06/20/2023	16635-10013 1221 BRISTOL BLVD	001-550-625-0000	69.44
MISSISSIPPI POWER COMPANY	INV0019882	06/20/2023	22571-64008 1805 KENSINGTON AVE	001-550-625-0000	196.05
MISSISSIPPI POWER COMPANY	INV0019882	06/20/2023	22361-64008 317 CALHOUN ST	001-550-625-0000	9.95
MISSISSIPPI POWER COMPANY	INV0019882	06/20/2023	46491-63015 1805 KENSINGTON AVE	001-550-625-0000	83.22
MISSISSIPPI POWER COMPANY	INV0019882	06/20/2023	32201-62008 407 HALSTEAD RD	001-550-625-0000	13.39

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
MISSISSIPPI POWER COMPANY	INV0019882	06/20/2023	12759-08061 HALSTEAD TENNIS	001-550-625-0000	696.68
MISSISSIPPI POWER COMPANY	INV0019882	06/20/2023	28621-61002 214 MORRIS NOBLE RD	001-550-625-0000	32.79
MISSISSIPPI POWER COMPANY	INV0019882	06/20/2023	00701-62006 400 ALICE ST	001-550-625-0000	1,029.89
MISSISSIPPI POWER COMPANY	INV0019882	06/20/2023	00692-18033 711 MAGNOLIA AVE GYM	001-550-625-0000	751.04
MISSISSIPPI POWER COMPANY	INV0019882	06/20/2023	05236-50008 214 MORRIS NOBLE RD	001-550-625-0000	50.14
MISSISSIPPI POWER COMPANY	INV0019882	06/20/2023	00701-62006 400 ALICE ST	008-550-603-0001	1,160.00
MISSISSIPPI POWER COMPANY	INV0019882	06/20/2023	24451-62007 LEASE 1425 PORTER ST (FREEDOM FIELD)	008-550-603-0003	3,970.00
MISSISSIPPI POWER COMPANY	INV0019882	06/20/2023	08435-88152 500 FRONT BEACH / BEACH LIGHT LEASE	008-550-603-0004	1,170.00
MISSISSIPPI POWER COMPANY	INV0019882	06/20/2023	02990-62016 405 HALSTEAD	401-750-625-0000	54.28
MISSISSIPPI POWER COMPANY	INV0019882	06/20/2023	31781-62003 405 HALSTEAD WELL 8	401-750-625-0000	2,010.79
MISSISSIPPI POWER COMPANY	INV0019882	06/20/2023	02401-61004 512 WASH AVE.	401-750-625-0000	1,023.85
MISSISSIPPI POWER COMPANY	INV0019882	06/20/2023	66871-62005 824 HANDY AVE	401-750-625-0000	1,803.35
MISSISSIPPI POWER COMPANY	INV0019882	06/20/2023	15631-59054 712 - C PINE STREET	401-750-625-0000	309.49
MISSISSIPPI POWER COMPANY	INV0019882	06/20/2023	62051-64009 LS 6 / 261 LOVERS LANE	401-751-625-0000	105.90
MISSISSIPPI POWER COMPANY	INV0019882	06/20/2023	41231-62009 LS 20 / 113 HALSTEAD	401-751-625-0000	91.34
MISSISSIPPI POWER COMPANY	INV0019882	06/20/2023	08871-63019 LS 83/ 1104 BIENVILLE BLVD	401-751-625-0000	90.61
MISSISSIPPI POWER COMPANY	INV0019882	06/20/2023	05916-40005 LS 74/401 RUE CHATEAUGUAY	401-751-625-0000	87.73
MISSISSIPPI POWER COMPANY	INV0019882	06/20/2023	92921-62003 LS 4 / 202 CLEVELAND	401-751-625-0000	112.72
MISSISSIPPI POWER COMPANY	INV0019882	06/20/2023	42281-63008 LS 21 / 100 HOLCOMB	401-751-625-0000	86.89
MISSISSIPPI POWER COMPANY	INV0019882	06/20/2023	19181-62009 LS 19- 611 E BEACH DR	401-751-625-0000	85.83
MISSISSIPPI POWER COMPANY	INV0019882	06/20/2023	91411-63009 LS 23 / 111 WINCHESTER	401-751-625-0000	84.92
MISSISSIPPI POWER COMPANY	INV0019882	06/20/2023	03411-63013 LS 32-1338 DILLER RD	401-751-625-0000	115.78
MISSISSIPPI POWER COMPANY	INV0019882	06/20/2023	71671-62000 LS 47 / BREEZY HILL LN	401-751-625-0000	99.20
MISSISSIPPI POWER COMPANY	INV0019882	06/20/2023	00691-62009 LS 14 - 424 WHISPERING PINES	401-751-625-0000	105.10
MISSISSIPPI POWER COMPANY	INV0019882	06/20/2023	18961-63000 LS 15/ 509 SHADOWLAWN	401-751-625-0000	153.88
MISSISSIPPI POWER COMPANY	INV0019882	06/20/2023	24421-62005 LS28/2826 BELMONT DR	401-751-625-0000	132.26
MISSISSIPPI POWER COMPANY	INV0019882	06/20/2023	24241-63004 712 PINE DR/BARN SEWER	401-751-625-0000	166.07
MISSISSIPPI POWER COMPANY	INV0019882	06/20/2023	71041-62000 LS 13 / 102 BRYANT	401-751-625-0000	181.75
MISSISSIPPI POWER COMPANY	INV0019882	06/20/2023	81971-62000 LS 18 / 300 BRUMBAUGH RD	401-751-625-0000	207.39
MISSISSIPPI POWER COMPANY	INV0019882	06/20/2023	36851-61007 LS 5 / 647 JACKSON AVE	401-751-625-0000	211.33
MISSISSIPPI POWER COMPANY	INV0019882	06/20/2023	59481-63009 LS 10 / 2950 BIENVILLE	401-751-625-0000	260.98
MISSISSIPPI POWER COMPANY	INV0019882	06/20/2023	02551-67009 LS 7-1319 IBERVILLE DR	401-751-625-0000	263.57
MISSISSIPPI POWER COMPANY	INV0019882	06/20/2023	30711-63000 LS 8 / 2000 BIENVILLE BLVD	401-751-625-0000	299.62
MISSISSIPPI POWER COMPANY	INV0019882	06/20/2023	51081-61007 LS 11 / 19 NOTTINGHAM RD	401-751-625-0000	299.99

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
MISSISSIPPI POWER COMPANY	INV0019882	06/20/2023	30521-62001 LS 16 / 120 WOODLAND CIRCLE	401-751-625-0000	84.39
MISSISSIPPI POWER COMPANY	INV0019882	06/20/2023	02534-53011 LS 88/ 1112 HELLMERS LN	401-751-625-0000	417.26
MISSISSIPPI POWER COMPANY	INV0019882	06/20/2023	13230-40143 LS1/204 WASHINGTON AVE	401-751-625-0000	552.88
MISSISSIPPI POWER COMPANY	INV0019882	06/20/2023	28611-62005 LS9 / 3227 CUMBERLAND RD	401-751-625-0000	425.16
MISSISSIPPI POWER COMPANY	INV0019882	06/20/2023	25071-63002 LS22/120 HOLCOLM	401-751-625-0000	122.93
MISSISSIPPI POWER COMPANY	INV0019882	06/20/2023	66001-63000 LS 12 / 3400 GOVT ST	401-751-625-0000	393.95
MISSISSIPPI POWER COMPANY	INV0019882	06/20/2023	58461-62002 LS 24 / 417 HOLCOMB	401-751-625-0000	50.28
MISSISSIPPI POWER COMPANY	INV0019882	06/20/2023	00874-01009 LS 75 - RUE RIVAGE ST	401-751-625-0000	51.42
MISSISSIPPI POWER COMPANY	INV0019882	06/20/2023	16646-41044 LS 90/ 700 HIDDEN OAKS DR	401-751-625-0000	59.62
MISSISSIPPI POWER COMPANY	INV0019882	06/20/2023	26541-63016 LS67 / 4 CHANDELIER COVE	401-751-625-0000	58.44
MISSISSIPPI POWER COMPANY	INV0019882	06/20/2023	61791-61003 LS 55 / 2709 BIENVILLE	401-751-625-0000	57.78
MISSISSIPPI POWER COMPANY	INV0019882	06/20/2023	39161-64007 LS 50 / 1309 COVE PLACE	401-751-625-0000	56.63
MISSISSIPPI POWER COMPANY	INV0019882	06/20/2023	42101-64000 LS 49 / 1302 FORT AVE	401-751-625-0000	56.16
MISSISSIPPI POWER COMPANY	INV0019882	06/20/2023	03049-85028 LS 94 - 813 IBERVILLE DR	401-751-625-0000	55.91
MISSISSIPPI POWER COMPANY	INV0019882	06/20/2023	05721-63001 LS 81/ 500 BIENVILLE BLVD	401-751-625-0000	55.66
MISSISSIPPI POWER COMPANY	INV0019882	06/20/2023	66671-64003 LS 43 / 320 LOVERS LANE	401-751-625-0000	54.17
MISSISSIPPI POWER COMPANY	INV0019882	06/20/2023	13195-70012 LS 76/ RUE DAUPHINE	401-751-625-0000	53.44
MISSISSIPPI POWER COMPANY	INV0019882	06/20/2023	71661-61009 LS 77 / 1212 NELSON DR	401-751-625-0000	52.78
MISSISSIPPI POWER COMPANY	INV0019882	06/20/2023	75471-62002 LS 39 / 110 SIMON BLVD	401-751-625-0000	52.73
MISSISSIPPI POWER COMPANY	INV0019882	06/20/2023	05318-68087 LS 95-706 MAGNOLIA	401-751-625-0000	50.95
MISSISSIPPI POWER COMPANY	INV0019882	06/20/2023	81131-62000 LS 56 / 112 MYRTLE AVE	401-751-625-0000	50.84
MISSISSIPPI POWER COMPANY	INV0019882	06/20/2023	51721-62001 LS 57 / 703 PINE HILLS RD	401-751-625-0000	50.42
MISSISSIPPI POWER COMPANY	INV0019882	06/20/2023	09101-62024 LS 60/107 HALSTEAD RD	401-751-625-0000	50.37
MISSISSIPPI POWER COMPANY	INV0019882	06/20/2023	01814-13016 LS 86/400 HANLEY RD	401-751-625-0000	63.39
MISSISSIPPI POWER COMPANY	INV0019882	06/20/2023	71451-61009 LS 30 / 1203 NELSON DR	401-751-625-0000	63.60
MISSISSIPPI POWER COMPANY	INV0019882	06/20/2023	03878-70000 LS 3 - 1310 HARBOR RD	401-751-625-0000	50.37
MISSISSIPPI POWER COMPANY	INV0019882	06/20/2023	25723-62006 LS73 / 503 RUE MAUREPAS	401-751-625-0000	69.91
MISSISSIPPI POWER COMPANY	INV0019882	06/20/2023	76541-62005 LS 2 / 422 MARTIN AVE	401-751-625-0000	68.53
MISSISSIPPI POWER COMPANY	INV0019882	06/20/2023	58241-62008 LS 48 / 507 BRUMBAUGH RD	401-751-625-0000	70.25
MISSISSIPPI POWER COMPANY	INV0019882	06/20/2023	89961-62002 LS 23 / 215 MITCHELL	401-751-625-0000	72.45
MISSISSIPPI POWER COMPANY	INV0019882	06/20/2023	06666-53014 LS 27/ 703 E BEACH DR	401-751-625-0000	66.95
MISSISSIPPI POWER COMPANY	INV0019882	06/20/2023	11431-62048 711 MAGNOLIA AVE HEADSTART	551-551-625-0000	1,444.99

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
MISSISSIPPI POWER COMPANY	INV0019882	06/20/2023	00692-18033 711 MAGNOLIA AVE GYM	551-551-625-0000	369.91
MISSISSIPPI POWER COMPANY	INV0019882	06/20/2023	27637-29024 711 MAGNOLIA AVE YMCA	551-551-625-0000	1,782.76
Vendor 00156 - MISSISSIPPI POWER COMPANY Total:					66,104.48
Vendor: 00333 - MISSISSIPPI STATE FIRE ACADEMY					
MISSISSIPPI STATE FIRE ACAD...	30649	06/20/2023	Firefighter 1001 Course Fee for Two Employees	001-260-605-0607	1,000.00
Vendor 00333 - MISSISSIPPI STATE FIRE ACADEMY Total:					1,000.00
Vendor: 031671 - NATALIE SANTIAGO					
NATALIE SANTIAGO	INV0019886	06/20/2023	URBAN RENEWAL WORK 5/27 - 6/9	001-120-600-0001	232.50
NATALIE SANTIAGO	INV0019927	06/20/2023	URBAN RENEWAL INTERN 6/10 - 6/16	001-120-600-0001	112.50
Vendor 031671 - NATALIE SANTIAGO Total:					345.00
Vendor: 02219 - NATIONAL TIRE & BATTERY					
NATIONAL TIRE & BATTERY	9079572193-G1	06/20/2023	Tires and alignment for police vehicles	001-200-570-0000	720.66
Vendor 02219 - NATIONAL TIRE & BATTERY Total:					720.66
Vendor: 04667 - NEEL-SCHAFFER					
NEEL-SCHAFFER	1087368	06/20/2023	WASHINGTON AVENUE DRAINAGE 4/14 - 4/30	328-300-911-0002	1,750.00
NEEL-SCHAFFER	1088224	06/20/2023	222-047 DRAINAGE IMPROVEMENTS WASHINGTON AVE	328-300-911-0002	1,200.00
Vendor 04667 - NEEL-SCHAFFER Total:					2,950.00
Vendor: 06095 - OCCUPATIONAL HEALTH CENTER INC					
OCCUPATIONAL HEALTH CEN...	322091	06/20/2023	TWINRIX VACCINE	401-300-604-0000	135.00
OCCUPATIONAL HEALTH CEN...	324082	06/20/2023	DOT PHYSICAL EXAM	401-300-604-0000	75.00
OCCUPATIONAL HEALTH CEN...	325067	06/20/2023	DOT PHYSICAL AND VACCINATIONS	401-300-604-0000	247.00
Vendor 06095 - OCCUPATIONAL HEALTH CENTER INC Total:					457.00
Vendor: 06229 - OVERSTREET AND ASSOCIATES, PLLC					
OVERSTREET AND ASSOCIATES..	2873	06/20/2023	CITY ENGINEERING MAY 2023	001-120-600-0611	1,522.50
OVERSTREET AND ASSOCIATES..	2873	06/20/2023	CITY ENGINEERING MAY 2023	401-750-600-0611	2,392.50
OVERSTREET AND ASSOCIATES..	2874	06/20/2023	SIDEWALK PHASE 2 - IDA 4626DR	171-406-600-0611	2,550.00
OVERSTREET AND ASSOCIATES..	2875	06/20/2023	TERM BID FOR WATER/SEWER/DRAINAGE 2023	401-750-600-0611	1,750.00
Vendor 06229 - OVERSTREET AND ASSOCIATES, PLLC Total:					8,215.00
Vendor: 04785 - PARIS ACE HARDWARE					
PARIS ACE HARDWARE	41189337	06/20/2023	HILLMAN FASTENERS	001-550-560-0000	6.38
PARIS ACE HARDWARE	411989312	06/20/2023	LUG EXTREME 6AWG 3/8" STUD	001-550-560-0000	14.38
PARIS ACE HARDWARE	41195793	06/20/2023	STOREROOM LOCK SS GD2	001-550-563-0000	36.99
PARIS ACE HARDWARE	41196224	06/20/2023	HOUSE KEY SC4 PK/20	001-550-563-0000	8.07
PARIS ACE HARDWARE	41204330	06/20/2023	BARCADE TAPE	001-550-630-0000	27.15
PARIS ACE HARDWARE	41196684	06/20/2023	AUTO SHUTOFF GAS CAN 5GL	001-550-563-0000	28.20
PARIS ACE HARDWARE	41196889	06/20/2023	FLAG, HOOK, SNAP QUICK RND	001-550-563-0000	47.82
PARIS ACE HARDWARE	41197295	06/20/2023	ELBOW 90PVC DWV 4", GRATE ROUND 6" BLACK	001-550-563-0000	22.18
PARIS ACE HARDWARE	41199194	06/20/2023	WEATHERSTRIP	001-550-563-0000	18.87
PARIS ACE HARDWARE	41199554	06/20/2023	HANDLE VALVE, OUTDOOR FAUCET HANDLE	001-550-563-0000	8.62
PARIS ACE HARDWARE	41199920	06/20/2023	COUPLE, ELBOW, PVC SCH40	001-550-563-0000	14.73
PARIS ACE HARDWARE	41200083	06/20/2023	SNAKE A WAY	001-550-563-0000	31.98
PARIS ACE HARDWARE	41200389	06/20/2023	PAINT, BRUSHES, DRILL BITS, SCREWDRIVER, FASTENERS	001-550-563-0000	149.66
PARIS ACE HARDWARE	41200621	06/20/2023	GAS CAN, PAINT, NYLON LINE,	001-550-560-0000	79.94

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
PARIS ACE HARDWARE	41200622	06/20/2023	vacuum/shredder for grounds maint	001-550-548-0000	422.38
PARIS ACE HARDWARE	41201723	06/20/2023	4 - HOUSE KEY SC4 PK/20	001-550-563-0000	10.76
PARIS ACE HARDWARE	41201804	06/20/2023	STARTER COVER/REWIND;STAR STARTER	001-550-560-0000	61.98
PARIS ACE HARDWARE	41202085	06/20/2023	STRAIGHT JW PLIER	001-550-563-0000	44.99
PARIS ACE HARDWARE	41202093	06/20/2023	FLUSH LEVER X2, LEVER FLUSH ZN DIE CAST	001-550-563-0000	32.53
PARIS ACE HARDWARE	41202187	06/20/2023	FLUSH LEVER, SLIP TEE, S TRAP	001-550-563-0000	39.54
PARIS ACE HARDWARE	41202481	06/20/2023	MENDING BRACE	001-550-560-0000	4.49
PARIS ACE HARDWARE	41202815	06/20/2023	WALLPLATE, BOX 1GNG PVC BL 4 1/8"	001-550-563-0000	7.20
PARIS ACE HARDWARE	41202854	06/20/2023	ACE RSTP SPRY JDEER GREEN, SPRAY PAINT	001-550-560-0000	12.28
PARIS ACE HARDWARE	41203286	06/20/2023	HAND CLEANER, CHAIN OIL, HITCH BALL, CARWASH ARMR	001-550-560-0000	68.60
PARIS ACE HARDWARE	41203288	06/20/2023	WHEELBARROW	001-550-560-0000	89.99
PARIS ACE HARDWARE	41203344	06/20/2023	PRIMER 1 GALLON	001-550-563-0000	27.99
PARIS ACE HARDWARE	41203463	06/20/2023	KEYS	001-550-630-0000	16.49
PARIS ACE HARDWARE	41204251	06/20/2023	FLEX PASTE	001-550-630-0000	15.46
PARIS ACE HARDWARE	41204634	06/20/2023	PULL GATE, LED HILM A23 E26 300W DL	001-550-630-0000	105.49
PARIS ACE HARDWARE	41205915	06/20/2023	OUTLET DPLX, CAN BOLT	001-550-630-0000	30.11
PARIS ACE HARDWARE	41207579	06/20/2023	LED E26 500W KEYS PARK /	001-550-560-0000	659.88
Vendor 04785 - PARIS ACE HARDWARE Total:					2,145.13
Vendor: 03907 - PRO-LOCK LOCKSMITH SERVICE LLC					
PRO-LOCK LOCKSMITH SERVIC...	5060723-1	06/20/2023	IKALS Key 2809 Master Commercial	001-350-560-0000	372.00
Vendor 03907 - PRO-LOCK LOCKSMITH SERVICE LLC Total:					372.00
Vendor: 21-0066 - QUADIENT, INC					
QUADIENT, INC	N9962193	06/20/2023	POSTAGE METER LEASE 3/30 - 6/29	001-140-606-0000	619.23
Vendor 21-0066 - QUADIENT, INC Total:					619.23
Vendor: 031871 - RAMONA CHAMBERS					
RAMONA CHAMBERS	INV0019896	06/20/2023	URBAN RENEWAL PROJECT 5/27 - 6/9	001-120-600-0001	217.50
RAMONA CHAMBERS	INV0019928	06/20/2023	URBAN RENEWAL INTERN 6/10 - 6/16	001-120-600-0001	112.50
Vendor 031871 - RAMONA CHAMBERS Total:					330.00
Vendor: 00889 - REDD PEST CONTROL CO OF GULFPORT MS					
REDD PEST CONTROL CO OF ...	878865	06/20/2023	QRTL Y PEST CONTROL OS CIVIC CENTER	001-195-630-0000	78.28
Vendor 00889 - REDD PEST CONTROL CO OF GULFPORT MS Total:					78.28
Vendor: 02345 - ROCIC					
ROCIC	0061335-IN	06/20/2023	Annual fee for ROCIC	001-200-686-0000	300.00
Vendor 02345 - ROCIC Total:					300.00
Vendor: 04763 - SLAUGHTER & ASSOCIATES, PLLC					
SLAUGHTER & ASSOCIATES, PL...	S-24725	06/20/2023	MUNICIPAL GROWTH 4/20 - 5/3	001-100-600-0601	2,037.62
SLAUGHTER & ASSOCIATES, PL...	S-24785	06/20/2023	COMP PLAN 4/25 - 5/4	001-120-600-0000	2,265.67
Vendor 04763 - SLAUGHTER & ASSOCIATES, PLLC Total:					4,303.29
Vendor: 03213 - SORG PRINTING					
SORG PRINTING	97914	06/20/2023	BUSINESS CARDS FOR CAROLYN MARTIN (250)	001-190-615-0000	45.00
SORG PRINTING	97914	06/20/2023	BUSINESS CARDS FOR DAWN UNDERWOOD (250)	001-190-615-0000	45.00
SORG PRINTING	97914	06/20/2023	BUSINESS CARDS FOR WADE MORGAN (250)	001-190-615-0000	45.00

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
SORG PRINTING	97995	06/20/2023	Job Fair Flyers 8.5x11 100# gloss text Qty 100	001-180-610-0000	50.00
Vendor 03213 - SORG PRINTING Total:					185.00
Vendor: 03626 - SOUTHERN TIRE MART, LLC					
SOUTHERN TIRE MART, LLC	2500128844	06/20/2023	mower wheels for graverly mower	001-550-570-0000	185.00
Vendor 03626 - SOUTHERN TIRE MART, LLC Total:					185.00
Vendor: 02590 - SPORTABOUT					
SPORTABOUT	10596	06/20/2023	Gildan AS Antique Orange - Shirt	001-550-540-0540	14.00
SPORTABOUT	10596	06/20/2023	Gildan YXS Tropical Blue	001-550-540-0540	140.00
SPORTABOUT	10596	06/20/2023	Gildan YS Tropical Blue	001-550-540-0540	210.00
SPORTABOUT	10596	06/20/2023	Gildan AS Tropical Blue	001-550-540-0540	70.00
SPORTABOUT	10596	06/20/2023	Gildan AM Tropical Blue	001-550-540-0540	49.00
SPORTABOUT	10596	06/20/2023	Gildan YL Tropical Blue	001-550-540-0540	140.00
SPORTABOUT	10596	06/20/2023	Gildan AL Tropical Blue	001-550-540-0540	35.00
SPORTABOUT	10596	06/20/2023	Gildan AL Antique Orange - Shirt	001-550-540-0540	28.00
SPORTABOUT	10596	06/20/2023	Gildan YM Tropical Blue	001-550-540-0540	175.00
SPORTABOUT	10596	06/20/2023	Gildan AL Antique Orange - Tank	001-550-540-0540	14.00
SPORTABOUT	10596	06/20/2023	Gildan AS Antique Orange - Tank	001-550-540-0540	14.00
SPORTABOUT	10608	06/20/2023	Gildan AM Tropical Blue	001-550-540-0540	210.00
SPORTABOUT	10608	06/20/2023	Gildan YS Tropical Blue	001-550-540-0540	280.00
SPORTABOUT	10608	06/20/2023	Gildan YXS Tropical Blue	001-550-540-0540	280.00
SPORTABOUT	10608	06/20/2023	Gildan YL Tropical Blue	001-550-540-0540	280.00
SPORTABOUT	10608	06/20/2023	Gildan AL Tropical Blue	001-550-540-0540	105.00
SPORTABOUT	10608	06/20/2023	Gildan AS Tropical Blue	001-550-540-0540	175.00
SPORTABOUT	10608	06/20/2023	Gildan YM Tropical Blue	001-550-540-0540	315.00
Vendor 02590 - SPORTABOUT Total:					2,534.00
Vendor: 02545 - SULLIVAN LAW FIRM, PLLC					
SULLIVAN LAW FIRM, PLLC	1263	06/20/2023	MOU REVISION - SONGWRITERS	001-120-600-0603	247.00
Vendor 02545 - SULLIVAN LAW FIRM, PLLC Total:					247.00
Vendor: 04814 - SUNCOAST INFRASTRUCTURE, INC.					
SUNCOAST INFRASTRUCTURE, ..	S22155-01	06/20/2023	CIPP LINING & MH REHAB 2022	001-001-053-0001	45,175.82
Vendor 04814 - SUNCOAST INFRASTRUCTURE, INC. Total:					45,175.82
Vendor: 02614 - THE CAPITOL GROUP, LLC					
THE CAPITOL GROUP, LLC	INV0019897	06/20/2023	CITY / GOVT RELATIONS MAY 2023	001-120-608-0000	3,300.00
Vendor 02614 - THE CAPITOL GROUP, LLC Total:					3,300.00
Vendor: 06160 - TRACTOR SUPPLY COMPANY					
TRACTOR SUPPLY COMPANY	200366906	06/20/2023	2.4 GPM 12V High- Performance Pump,60 PSI#135042699	001-353-546-0000	99.99
TRACTOR SUPPLY COMPANY	100245659	06/20/2023	2107086 SPRAY GUN HIGH LOW PRESSURE	001-352-548-0000	149.98
TRACTOR SUPPLY COMPANY	100245659	06/20/2023	1231382 FIMCO 2 NOZZLE BOOM KIT	001-352-548-0000	199.99
TRACTOR SUPPLY COMPANY	200367616	06/20/2023	SKU4410833GroundWork Plastic Shovel w/HrdwdHandl	001-352-548-0000	119.96
TRACTOR SUPPLY COMPANY	200367616	06/20/2023	SKU4410778 GroundWork Aluminum Scoop w/HrdwdHandle	001-352-548-0000	159.96
Vendor 06160 - TRACTOR SUPPLY COMPANY Total:					729.88
Vendor: 21-0028 - TRANSCONTINENTAL SECURITY INC					
TRANSCONTINENTAL SECURIT...	0200175	06/20/2023	ELECTRONIC SECURITY SYSTEM MONITORING JUNE 2023	001-196-630-0000	36.99
Vendor 21-0028 - TRANSCONTINENTAL SECURITY INC Total:					36.99

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Vendor: 05956 - TRANSUNION RISK & ALTERNATIVE DATA					
TRANSUNION RISK & ALTERN...	293141-202305-1	06/20/2023	CONTRACT AND USE CHARGES JUNE 2023	001-200-602-0000	644.20
Vendor 05956 - TRANSUNION RISK & ALTERNATIVE DATA Total:					644.20
Vendor: 01476 - UNIFIRST HOLDINGS, INC					
UNIFIRST HOLDINGS, INC	1530078029	06/20/2023	FLOOR MAT AND UNIFORM SERVICE	001-550-535-0531	106.20
UNIFIRST HOLDINGS, INC	1530078508	06/20/2023	GARMENT AND MATERIAL MAINTENANCE	001-300-535-0530	40.54
UNIFIRST HOLDINGS, INC	1530078508	06/20/2023	UNIFORM SERVICES AND CHARGES	001-300-535-0530	228.76
UNIFIRST HOLDINGS, INC	1530078508	06/20/2023	DEFE CHARGE AND ENERGY SURCHARGE	001-300-535-0530	6.95
UNIFIRST HOLDINGS, INC	1530078508	06/20/2023	MATS AND WIPERS	001-300-560-0000	67.06
UNIFIRST HOLDINGS, INC	1530078508	06/20/2023	UNIFORM SERVICES AND CHARGES	401-710-535-0531	5.94
UNIFIRST HOLDINGS, INC	1530078508	06/20/2023	DEFE CHARGE AND ENERGY SURCHARGE	401-750-535-0530	7.00
UNIFIRST HOLDINGS, INC	1530078508	06/20/2023	GARMENT AND MATERIAL MAINTENANCE	401-750-535-0530	40.51
UNIFIRST HOLDINGS, INC	1530078508	06/20/2023	UNIFORM SERVICES AND CHARGES	401-750-535-0530	196.75
UNIFIRST HOLDINGS, INC	1530079860	06/20/2023	GARMENT AND MATERIAL MAINTENANCE	001-300-535-0530	41.20
UNIFIRST HOLDINGS, INC	1530079860	06/20/2023	UNIFORM SERVICES AND CHARGES	001-300-535-0530	241.41
UNIFIRST HOLDINGS, INC	1530079860	06/20/2023	DEFE CHARGE AND ENERGY SURCHARGE	001-300-535-0530	6.95
UNIFIRST HOLDINGS, INC	1530079860	06/20/2023	MATS AND WIPERS	001-300-560-0000	67.06
UNIFIRST HOLDINGS, INC	1530079860	06/20/2023	UNIFORM SERVICES AND CHARGES	401-710-535-0531	5.94
UNIFIRST HOLDINGS, INC	1530079860	06/20/2023	GARMENT AND MATERIAL MAINTENANCE	401-750-535-0530	41.17
UNIFIRST HOLDINGS, INC	1530079860	06/20/2023	DEFE CHARGE AND ENERGY SURCHARGE	401-750-535-0530	7.00
UNIFIRST HOLDINGS, INC	1530079860	06/20/2023	UNIFORM SERVICES AND CHARGES	401-750-535-0530	195.10
Vendor 01476 - UNIFIRST HOLDINGS, INC Total:					1,305.54
Vendor: 06223 - UNITI FIBER LLC					
UNITI FIBER LLC	383254	06/20/2023	CITYWIDE FIBER INTERNET JUNE 2023	001-140-613-0000	3,268.08
Vendor 06223 - UNITI FIBER LLC Total:					3,268.08
Vendor: 03529 - UPS STORE					
UPS STORE	12306153713A013101	06/20/2023	Shipping of control boards for repair	401-750-563-0000	16.87
Vendor 03529 - UPS STORE Total:					16.87
Vendor: 01385 - VSC FIRE AND SECURITY, INC					
VSC FIRE AND SECURITY, INC	21ST27866333-2	06/20/2023	FIRE ALARM MONITORING JAN-FEB 2023	001-194-630-0000	253.50
Vendor 01385 - VSC FIRE AND SECURITY, INC Total:					253.50
Vendor: 05536 - WARREN PAVING, INC.					
WARREN PAVING, INC.	78261	06/20/2023	Hot plant mix asphalt-pick up Oct 2022 - Sept 2023	001-301-902-0000	499.80
Vendor 05536 - WARREN PAVING, INC. Total:					499.80
Vendor: 04346 - WASTE PRO GAUTIER					
WASTE PRO GAUTIER	0001310566	06/20/2023	RESIDENTIAL WASTE AND RECYCLING OCT 2022-SEPT 2023	401-320-686-0000	113,353.72
Vendor 04346 - WASTE PRO GAUTIER Total:					113,353.72
Vendor: 04784 - WEX BANK					
WEX BANK	89694238	06/20/2023	CITY FUEL CHARGES MAY 2023	001-200-525-0000	479.57

6/20/2023 DOCKET OF CLAIMS

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
WEX BANK	89694238	06/20/2023	CITY FUEL CHARGES MAY 2023	001-260-525-0000	65.19
Vendor 04784 - WEX BANK Total:					544.76
Vendor: 003118 - WHITE CAP, LP					
WHITE CAP, LP	50022353124	06/20/2023	121BB5B15 SIZE 15 BLACK 5 BUCKLE BOOT CORDOVA	401-750-535-0530	86.67
WHITE CAP, LP	50022392285	06/20/2023	2" WATER PUMP/ HONDA	401-710-548-0000	628.98
WHITE CAP, LP	50022484100	06/20/2023	121K615029 150PERSON FIRST AID KIT CERTIFIEDSAFETY	001-300-500-0000	232.29
Vendor 003118 - WHITE CAP, LP Total:					947.94
Vendor: 01016 - WRIGHT NATIONAL FLOOD INSURANCE COMPANY					
WRIGHT NATIONAL FLOOD IN...	INV0019929	06/20/2023	525 DEWEY AVENUE FLOOD INSURANCE	101-510-620-0620	4,650.00
Vendor 01016 - WRIGHT NATIONAL FLOOD INSURANCE COMPANY Total:					4,650.00
Vendor: 01900 - YMCA-MISSISSIPPI GULF COAST					
YMCA-MISSISSIPPI GULF COA...	06.07.23 1	06/20/2023	Swimming Admission	001-550-690-0000	327.00
Vendor 01900 - YMCA-MISSISSIPPI GULF COAST Total:					327.00
Grand Total:					1,164,999.57

Fund Summary

Fund	Expense Amount
001 - GENERAL	700,526.89
008 - FOOD AND BEVERAGE TAX 2%	21,384.00
010 - FESTIVALS	94.81
100 - MODERNIZATION USE TAX	73,059.00
101 - LIBRARY	56,351.00
171 - HURRICANE IDA AUG 2021	2,550.00
318 - GAY LEMON (MS WILDLIFE / NPS)	3,600.00
328 - TIDELANDS GRANTS	2,950.00
401 - UTILITY ENTERPRISE	226,531.78
551 - TACONI BUILDING	77,952.09
Grand Total:	1,164,999.57

Account Summary

Account Number	Account Name	Expense Amount
001-001-053-0001	DUE FROM SENATE BO...	45,175.82
001-001-108-0000	FACILITY RENTAL DEPOS...	300.00
001-001-130-0034	COURT BONDS	1,680.00
001-001-130-0053	AMS Collection Fee / Pa...	703.40
001-001-341-0340	CIVIC CENTER USE FEES	300.00
001-001-359-0000	OTHER INCOME	-23.69
001-100-600-0601	ANNEXATION FEES	33,642.62
001-110-602-0000	COMPUTER SOFTWARE ...	143.70
001-110-611-0000	TELEPHONE	34.89
001-120-500-0000	OFFICE SUPPLIES	159.95
001-120-552-0000	YOUTH COUNCIL SUPPLI...	676.84
001-120-600-0000	COMPREHENSIVE PLAN	2,265.67
001-120-600-0001	URBAN RENEWAL PLAN	997.50
001-120-600-0603	Attorney - Non Contract	247.00
001-120-600-0611	ENGINEERING - PUBLIC ...	1,522.50
001-120-600-0612	ENGINEERING FEES	1,552.50
001-120-602-0000	COMPUTER SOFTWARE ...	16.99
001-120-603-0000	COMPUTER HARDWARE	1,651.47
001-120-605-0607	TRAVEL/TRAINING/SEM...	382.50
001-120-608-0000	LOBBYISTS / CONSULTA...	3,300.00
001-120-611-0000	TELEPHONE	186.33
001-120-686-0000	DUES/MEMBERSHIPS/S...	55.96
001-120-699-0000	OTHER SERVICES & CHA...	64.20
001-140-600-0600	CONTRACTUAL SERVICES	35,110.00
001-140-602-0000	COMPUTER SOFTWARE ...	16.99
001-140-606-0000	POSTAGE	636.33
001-140-610-0000	ADVERTISING	612.18
001-140-611-0000	TELEPHONE	38.72
001-140-613-0000	CITYWIDE INTERNET SER...	3,268.08
001-140-625-0000	UTILITIES	1,430.46
001-140-643-0000	CITY WIDE BUILDING MA...	410.88
001-140-686-0000	DUES/MEMBERSHIPS/S...	106.95
001-180-602-0000	COMPUTER SOFTWARE ...	84.99
001-180-605-0607	TRAVEL/TRAINING/SEM...	100.00
001-180-610-0000	ADVERTISING	895.71
001-180-611-0000	TELEPHONE	34.89
001-180-620-0620	BUILDING INSURANCE	205,986.74
001-180-620-0621	COMP/COLLISION INSU...	79,006.84
001-180-686-0000	DUES/MEMBERSHIPS/S...	294.00
001-190-602-0000	COMPUTER SOFTWARE ...	12.38
001-190-610-0000	ADVERTISING	187.16
001-190-615-0000	PRINTING & BINDING	135.00
001-191-535-0531	UNIFORMS	145.00

Account Summary

Account Number	Account Name	Expense Amount
001-191-605-0607	TRAVEL/TRAINING/SEM...	478.85
001-191-610-0000	ADVERTISING	79.84
001-191-611-0000	TELEPHONE	105.87
001-191-686-0000	DUES/MEMBERSHIPS/S...	190.00
001-193-620-0620	BUILDING INSURANCE	7,633.00
001-193-625-0000	UTILITIES	498.79
001-194-613-0000	INTERNET SERVICE	107.00
001-194-620-0620	BUILDING INSURANCE	7,903.00
001-194-625-0000	UTILITIES	802.40
001-194-630-0000	GENERAL REPAIRS & MA...	253.50
001-195-620-0620	BUILDING INSURANCE	34,695.00
001-195-630-0000	GENERAL REPAIRS & MA...	308.28
001-196-342-0000	RENTAL REVENUE - MAR...	280.88
001-196-500-0000	OFFICE SUPPLIES - MARY...	31.98
001-196-560-0000	MATERIALS & SUPPLIES	327.73
001-196-600-0002	CLEANING SERVICES	800.00
001-196-602-0000	COMPUTER SOFTWARE ...	84.99
001-196-620-0620	BUILDING INSURANCE	74,957.00
001-196-625-0000	UTILITIES	3,192.86
001-196-630-0000	GENERAL REPAIRS & MA...	36.99
001-197-625-0000	UTILITIES	111.84
001-200-501-0000	OFFICE FURNITURE & E...	4,590.00
001-200-520-0000	PRISONER COSTS	7,809.08
001-200-525-0000	GAS AND OIL	6,709.19
001-200-535-0531	UNIFORMS	3,296.90
001-200-560-0000	MATERIALS & SUPPLIES	539.62
001-200-563-0000	REPAIR PARTS & SUPPLI...	430.88
001-200-570-0000	TIRES AND TUBES	720.66
001-200-602-0000	COMPUTER SOFTWARE ...	864.20
001-200-605-0607	TRAVEL/TRAINING/SEM...	495.00
001-200-611-0000	TELEPHONE	238.89
001-200-625-0000	UTILITIES	718.50
001-200-686-0000	DUES/MEMBERSHIPS/S...	300.00
001-200-699-0000	OTHER SERVICES & CHA...	120.00
001-260-525-0000	GAS AND OIL	65.19
001-260-551-0000	TURN OUT GEAR/CLOTH...	395.00
001-260-560-0000	MATERIALS & SUPPLIES	848.00
001-260-563-0000	REPAIR PARTS & SUPPLI...	131.04
001-260-603-0000	COMPUTER HARDWARE	359.80
001-260-605-0607	TRAVEL/TRAINING/SEM...	1,000.00
001-260-611-0000	TELEPHONE	197.01
001-260-625-0000	UTILITIES	1,041.73
001-260-630-0000	GENERAL REPAIRS & MA...	7,158.86
001-300-500-0000	OFFICE SUPPLIES	232.29
001-300-535-0530	UNIFORM ALLOWANCES...	565.81
001-300-560-0000	MATERIALS & SUPPLIES	134.12
001-300-563-0000	REPAIR PARTS & SUPPLI...	153.30
001-300-602-0000	COMPUTER SOFTWARE ...	16.99
001-300-611-0000	TELEPHONE	36.09
001-300-625-0000	UTILITIES	2,042.60
001-301-548-0000	SMALL TOOLS & EQUIP...	705.00
001-301-560-0000	MATERIALS & SUPPLIES	527.70
001-301-563-0000	REPAIR PARTS & SUPPLI...	1,468.99
001-301-611-0000	TELEPHONE	96.18
001-301-625-0000	UTILITIES	30,495.90
001-301-630-0000	GENERAL REPAIRS & MA...	7,883.10
001-301-902-0000	ASPHALT	499.80
001-301-903-0911	CONCRETE STREET PANE...	828.00

Account Summary

Account Number	Account Name	Expense Amount
001-350-548-0000	SMALL TOOLS & EQUIP...	69.90
001-350-560-0000	MATERIALS & SUPPLIES	556.06
001-350-563-0000	REPAIR PARTS & SUPPLI...	896.12
001-350-630-0000	GENERAL REPAIRS & MA...	369.29
001-351-548-0000	SMALL TOOLS & EQUIP...	521.55
001-351-560-0000	MATERIALS & SUPPLIES	500.00
001-351-563-0000	REPAIR PARTS & SUPPLI...	43.69
001-352-499-0000	TEMP AGENCY EXPENSES	1,230.24
001-352-548-0000	SMALL TOOLS & EQUIP...	1,028.65
001-352-563-0000	REPAIR PARTS & SUPPLI...	390.74
001-352-603-0000	COMPUTER HARDWARE	89.95
001-352-611-0000	TELEPHONE	15.17
001-352-906-0000	DRAINAGE PROJECTS	24,323.18
001-353-546-0000	LANDSCAPE MATERIALS...	4,682.93
001-550-500-0000	OFFICE SUPPLIES	52.95
001-550-510-0000	CLEANING & JANITORIAL...	1,519.10
001-550-525-0000	GAS AND OIL	125.50
001-550-535-0531	UNIFORMS	106.20
001-550-540-0540	AFTER SCHOOL SUMMER..	3,087.50
001-550-540-0542	POTTERY SUPPLIES	398.00
001-550-548-0000	SMALL TOOLS & EQUIP...	422.38
001-550-560-0000	MATERIALS & SUPPLIES	1,638.37
001-550-563-0000	REPAIR PARTS & SUPPLI...	1,043.92
001-550-570-0000	TIRES AND TUBES	185.00
001-550-603-0000	COMPUTER HARDWARE	605.12
001-550-611-0000	TELEPHONE	208.19
001-550-625-0000	UTILITIES	5,162.27
001-550-630-0000	GENERAL REPAIRS & MA...	3,579.90
001-550-688-0000	SPECIAL SERVICES	766.00
001-550-690-0000	SUMMER CAMP FIELD TR..	1,967.50
001-550-908-0000	PARK IMPROVEMENTS-...	4,360.80
001-550-916-0000	MACHINERY & EQUIPM...	436.05
008-255-916-0000	MACHINERY & EQUIPM...	12,584.00
008-550-603-0001	ALICE ST LIGHT LEASE	1,160.00
008-550-603-0003	FREEDOM FIELD LIGHT L...	3,970.00
008-550-603-0004	BEACH WALKWAY/STRE...	1,170.00
008-650-600-0600	CONTRACTUAL SERVICES	2,500.00
010-140-703-0009	FRIDAYS AT THE FORT	94.81
100-301-630-0000	REPAIRS & MAINT - ROA...	73,059.00
101-510-620-0620	BUILDING INSURANCE	56,351.00
171-406-600-0611	ENGINEERING - CAT G	2,550.00
318-330-600-0600	CONTRACTUAL SERVICES	3,600.00
328-300-911-0002	CONSTRUCTION - WASH....	2,950.00
401-001-365-0000	COLLECTIONS REVENUE	114.43
401-300-603-0000	COMPUTER HARDWARE	89.95
401-300-604-0000	PHYSICAL EXAMS & TEST...	457.00
401-300-620-0620	BUILDING INSURANCE	43,486.00
401-300-620-0621	COMP/COLLISION INSU...	6,208.16
401-320-686-0000	GARBAGE & TRASH RE...	113,353.72
401-320-688-0000	COMFORT STATIONS	80.00
401-710-535-0531	UNIFORMS	11.88
401-710-548-0000	SMALL TOOLS & EQUIP...	628.98
401-710-606-0000	POSTAGE	4,706.42
401-750-535-0530	UNIFORM ALLOWANCES...	574.20
401-750-563-0000	REPAIR PARTS & SUPPLI...	498.42
401-750-571-0000	UTILITY SYSTEMS PARTS...	6,888.00
401-750-600-0611	ENGINEERING - PUBLIC ...	4,142.50
401-750-611-0000	TELEPHONE	54.92

Account Summary

Account Number	Account Name	Expense Amount
401-750-625-0000	UTILITIES	5,201.76
401-750-630-0000	GENERAL REPAIRS & MA...	4,298.25
401-750-691-0000	WATER SERVICE JCUA	15,624.50
401-750-691-0001	WATER SERVICE (JCUA) -...	556.63
401-751-560-0000	MATERIALS & SUPPLIES	500.00
401-751-563-0000	REPAIR PARTS & SUPPLI...	662.65
401-751-611-0000	TELEPHONE	110.01
401-751-625-0000	UTILITIES	6,714.49
401-751-630-0000	GENERAL REPAIRS & MA...	3,980.76
401-800-810-0005	INTEREST - WATER IMP...	163.80
401-800-810-0008	INTEREST - CATERPILLAR...	32.26
401-800-810-0009	INTEREST - CATERPILLAR...	20.15
401-800-820-0005	PRINCIPAL - WATER IMP...	1,707.80
401-800-820-0008	PRINCIPAL - CATERPILLA...	3,486.25
401-800-820-0009	PRINCIPAL - CATERPILLA...	2,177.89
551-551-620-0620	BUILDING INSURANCE - ...	74,159.00
551-551-625-0000	UTILITIES - TACONI	3,793.09
Grand Total:		1,164,999.57

Project Account Summary

Project Account Key	Expense Amount
None	1,164,999.57
Grand Total:	1,164,999.57



Ocean Springs, MS

Payroll Distribution Register

Earning Expense Account Summary

For Pay Period: 05/27/2023 - 06/09/2023

6/19/23
Payday

Payroll Set: 01-Payroll Set 01

Packet: PYPKT01043-05.27.23 to 06.09.23 PD 06.16.23

Fund	Account Number	Account Name	Amount
001	<u>001-110-420-0000</u>	SALARIES	\$5,049.60
001	<u>001-120-420-0000</u>	SALARIES	\$2,284.80
001	<u>001-140-420-0000</u>	SALARIES	\$5,543.31
001	<u>001-140-430-0402</u>	OVERTIME PAY	\$380.31
001	<u>001-180-420-0000</u>	SALARIES	\$2,633.36
001	<u>001-190-420-0000</u>	SALARIES	\$4,525.20
001	<u>001-191-420-0000</u>	SALARIES	\$5,967.70
001	<u>001-196-420-0000</u>	SALARIES	\$3,192.80
001	<u>001-196-430-0402</u>	OVERTIME PAY	\$72.50
001	<u>001-200-420-0000</u>	SALARIES	\$72,897.48
001	<u>001-200-421-0000</u>	SALARIES - AUXILIARY	\$596.00
001	<u>001-200-430-0402</u>	OVERTIME PAY	\$10,336.05
001	<u>001-200-430-0403</u>	OVERTIME - DOWNTOWN DETAIL	\$1,707.90
001	<u>001-200-431-0000</u>	HOLIDAY PAY	\$3,463.68
001	<u>001-200-432-0000</u>	PERSONAL (TERMINAL) PAY	\$9,591.11
001	<u>001-200-446-0000</u>	GRANT-FBI O/T	\$870.75
001	<u>001-260-420-0000</u>	SALARIES	\$63,223.84
001	<u>001-260-430-0402</u>	OVERTIME PAY	\$277.99
001	<u>001-300-420-0000</u>	SALARIES	\$2,556.80
001	<u>001-301-420-0000</u>	SALARIES	\$12,788.01
001	<u>001-301-430-0402</u>	OVERTIME PAY	\$32.66
001	<u>001-350-420-0000</u>	SALARIES	\$2,538.15
001	<u>001-351-420-0000</u>	SALARIES	\$888.72
001	<u>001-352-420-0000</u>	SALARIES	\$5,053.60
001	<u>001-353-420-0000</u>	SALARIES	\$2,459.20
001	<u>001-550-420-0000</u>	SALARIES	\$26,435.03
001	<u>001-550-420-0003</u>	SALARIES - INSTRUCTORS	\$726.00
001	<u>001-550-422-0000</u>	PARKS PART TIME	\$14,693.00
001	<u>001-550-430-0402</u>	OVERTIME PAY	\$1,033.43
401	<u>401-300-420-0000</u>	SALARIES	\$12,962.68
401	<u>401-320-420-0000</u>	SALARIES	\$4,786.40
401	<u>401-320-430-0400</u>	CITY DUMP OVERTIME PAY	\$286.60
401	<u>401-320-430-0402</u>	OVERTIME PAY	\$174.69
401	<u>401-320-430-0403</u>	OVERTIME - WEEKEND TRASH PICKUP	\$832.76
401	<u>401-705-420-0000</u>	SALARIES	\$1,959.21
401	<u>401-710-420-0000</u>	SALARIES	\$5,631.20
401	<u>401-710-430-0402</u>	OVERTIME PAY	\$288.36
401	<u>401-750-420-0000</u>	SALARIES	\$9,146.41
401	<u>401-750-430-0402</u>	OVERTIME PAY	\$734.18
401	<u>401-751-420-0000</u>	SALARIES	\$7,608.80
401	<u>401-751-430-0402</u>	OVERTIME PAY	\$107.96

Earnings Expense Account Summary Totals

\$306,338.23



Ocean Springs, MS

Payroll Distribution Register

Accounts Payable Posting Recap

For Pay Period: 05/27/2023 - 06/09/2023

Payroll Set: 01-Payroll Set 01

Packet: PYPKT01043-05.27.23 to 06.09.23 PD 06.16.23

Posted

Regular Payable Process

	Deduction	Contribution	Employer Total
Federal W/H - Federal Income Tax Withholding	\$17,939.17		\$17,939.17
FLEX CHILD - CHILD CARE	\$96.00		\$96.00
FLEX MEDICAL - MEDICAL	\$450.58		\$450.58
MC - Medicare	\$4,203.15	\$4,203.15	\$8,406.30
PERS - RETIREMENT	\$26,259.10	\$50,767.53	\$77,026.63
PERS RETIREE - RETIREE RETIREMENT		\$148.59	\$148.59
SS - Social Security	\$17,971.78	\$17,971.78	\$35,943.56
State W/H - State Income Tax Withholding	\$8,137.00		\$8,137.00
TSA - TSA DEFERRED COMPENSATION	\$2,087.75		\$2,087.75
Total Regular Payable Process	\$77,144.53	\$73,091.05	\$150,235.58
Total Posted	\$77,144.53	\$73,091.05	\$150,235.58

Not Posted

3 MEDICAL (C) - NON-HEALTH SINGLE	\$1,050.00	\$6,015.80	\$7,065.80
30 AFLAC - AFLAC	\$412.07		\$412.07
31 AFLAC (C) - AFLAC (C)	\$362.38		\$362.38
41 AFLAC - GROUP ACCIDENT (C)	\$306.01		\$306.01
42 AFLAC - GROUP CRITICAL ILLNESS (N)	\$193.97		\$193.97
50 MEDICAL (C) - CATCH UP	\$4,079.83		\$4,079.83
51 MEDICAL (C) - NON-HEALTH KIDS	\$577.50	\$2,548.49	\$3,125.99
52 MEDICAL (C) - NON-HEALTH SPOUSE	\$552.50	\$2,306.10	\$2,858.60
53 MEDICAL (C) - NON-HEALTH FAMILY	\$1,969.50	\$7,757.62	\$9,727.12
80 MEDICAL (C) - HEALTH SINGLE	\$612.50	\$11,752.65	\$12,365.15
81 MEDICAL (C) - HEALTHY KIDS	\$805.00	\$5,446.98	\$6,251.98
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	\$975.80		\$975.80
DENTAL (C) - DENTAL	\$3,121.54		\$3,121.54
DUE FROM EMPLOYEE 26 - DUE FROM EMPLOYEE ALL CHECKS 126	\$1,003.79		\$1,003.79
LEGAL SHIELD - LEGAL SHIELD	\$17.46		\$17.46
LOCKARD BIWEEKLY - BI WEEKLY 57		\$4,655.00	\$4,655.00
MUTUAL OF OMAHA BI - MOO LIFE INSURANCE BI-WEEKLY	\$604.95		\$604.95
ROTH - IRA - ROTH - IRA	\$150.00		\$150.00
UNITED WAY - UNITED WAY	\$27.00		\$27.00
VISION - VISION C)	\$564.84		\$564.84
WOODMAN LIFE - WOODMAN LIFE	\$34.15		\$34.15

Total Not Posted	\$19,704.79	\$52,104.32	\$71,809.11
AP Recap Totals	\$96,849.32	\$125,195.37	\$222,044.69



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 Alderman

From: Marissa Jones

Date: Meeting Date June 20, 2023

Re: Sewer Adjustments

The following addresses have turned in paperwork to have sewer adjustments issued on their water account. The reasoning and period of mitigation is listed on each form. Please review and authorize adjustments to be made by the Water Department.

Chantelle Stover at 102 Niagara Ave. \$128.25/25,000 gallons. The customer had a leak on a water spicket. The landlord replaced the part himself. It was determined that water did not go through the sewer line.

Water/Leak Adjustment Form



Water/Leak Adjustment

Leak: 25K
Adj.: \$ 128.²⁵

EPA

Name of water/sewer customer: Chantelle Stover

Date: 05/24/2023

Account Number: 01-002184-00

Property Address: 102 Niagara Ave

Period of Mitigation: email to oswater@oceansprings-ms.gov

Phone Number: +12282437732

Email: parilynn@hotmail.com

Basis for Request: We had a leaking water spicket outside. It has been replaced by the landlord. We received **Proof:** email to oswater@oceansprings-ms.gov no bill, per office staff will email picture of new spicket as ms.gov proof of repair.

Uploaded Document:

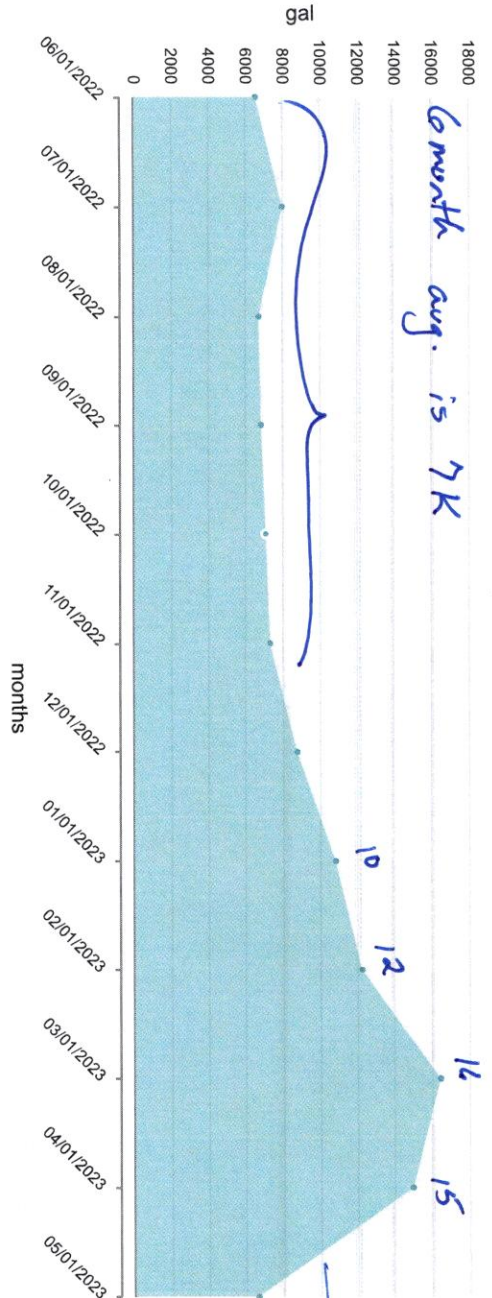
eSignature: Chantelle M Stover

New water spicket was installed. Thanks, Eddie Abula



102 Niagara Ave. #2184

Customer Consumption for Water Meter: 86412584



53K
28K
25K
x 5.13
\$128.25
CA.

CSV

Export

Read Value to Interval Difference

0%

Starting Read Value

1048543.8

Ending Read Value

1059022.8

Total (Delta)

10479

Total (Interval)

10479 gal

Read Date ↓

⋮

Consumption (gal) ⋮

05/01/2023	6601.5
04/01/2023	14921.2
03/01/2023	16389.3
02/01/2023	12184
01/01/2023	10770.4
12/01/2022	8713.9
11/01/2022	7276.1

AclaraONE / MDM / Customers / Account Search / Account Detail >

Account Detail - 01002184

Customer Name

CHANTELLE M STOVER

Address

102 NIAGARA AVE, OCEAN SPRINGS, MS, 39564

Customer Info ()

Consumption (Water) ()

Events ()

Time 10/01/2022
gal 7051.3

Date Range

📅 ▼ 06/26/2022 to 05/30/2023

Device

Meter: 86412584

Interval

Monthly ▼